Amended – Monday, April 6, 2026

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, April 7, 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, Amelia Willson of the Academy of the Sacred Heart

3. PRESENTATIONS/AWARDS/PROCLAMATIONS
   - A. Above and Beyond Employee Spotlight Award to Melody Bargen
   - B. Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting Awarded to the City of St. Charles
   - C. Proclamation Declaring April 2026 as Child Abuse Awareness Month
   - D. Overview of Project Safeguard
   - E. Proclamation Declaring April 2026 as Autism Awareness and Acceptance Month

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

5. REPORT OF THE MAYOR
   - A. Introduction of New Communications and Marketing Director Jamie Newell
   - B. Appointments to Boards/Commissions/Committees
     1. Landmarks Board
        - Appointment of Laura Shadow for a Term Expiring July 2026
     2. City-County Library Board
        - Appointment of Brynn T. Palmer for a Term Expiring June 2028
     3. Charlestowne Crossing Villas Community Improvement District (CID)
        - Reappointment of Jason Hughes for a Term Expiring December 7, 2028
        - Reappointment of Courtney Hughes for a Term Expiring December 7, 2028

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-2026-05 (Sushi AI – Yan Chen) 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 3010 W. Clay Street. The subject property is located in Ward 9. ***(RCA Attached)***

B. Case No. LL-2026-6 Approval of a Liquor License Application for Yan Chen d/b/a Sushi AI, located at 3010 W. Clay (Ward 9) ***(RCA Attached)***

C. Case No. CU-2024-08 (Mauro Gonzalez Alvarez) An application to amend an existing Conditional Use Permit from §400.480 to expand a temporary retail sales use (Food Trucks) to include an additional food stand within the C-3 Highway Business District located at 2139 First Capitol Drive. The subject property is located in Ward 2. ***(RCA Attached)***

D. Case No. CU-2026-03 (Abelardo's Mexican Food, LLC) 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" General Business District, located at 2412 W. Clay Street. The subject property is located in Ward 9. ***(RCA Attached)***

E. Case No. CU-2024-20 (XRP Homes, LLC) An application to amend an existing Conditional Use Permit from §400.290(C)(5) specifically to expand a meeting facility use and §400.290(C)(2) for the addition of Liquor Sales within FD/FHP Frenchtown District/Frenchtown Historic Preservation District located at 1106 N. Second Street. The subject property is located in Ward 1. ***(RCA Attached)***

F. Case No. CU-2024-22 (Bench Racers – Frederick Stark & Stephanie Lai) An application to amend an existing Conditional Use Permit to include Liquor Sales via §400.290(C)(2) within the "FD/FPD" Frenchtown District and also within the Frenchtown Preservation District overlay located at 1801 N. Second Street. The subject property is located in Ward 1. ***(RCA Attached)***

G. Case No. LL-2026-7 Approval of a Liquor License Application for Frederick Stark, Jovial, LLC d/b/a Bench Racers, located at 1810 N. Second Street (Ward 1) ***(RCA Attached)***

H. Case No. PDA-2026-01 (Charlestowne Crossing, LLC) An application to amend an existing Planned Development district for a planned Senior Housing Facility and Congregate Care Facility development, specifically to establish the district entitlements within the PD-MU Planned Development Mixed-Use District. The subject property is located in Ward 8. ***(Council Bill 14077)***

I. Case No. Z-2026-05 (99 to 1, LLC, Mark Bayliss & Kayla Fozzard) An application to annex and establish the zoning for a 0.88-acre tract of land located at 1408 Fischer Lane, from St. Charles County "R1E" Single-Family Residential District to the City of St. Charles "R-1E" Single-Family Residential District. The subject property will be located in Ward 5 upon annexation. ***(Council Bill 14075)***

J. Case No. Z-2026-06 (Green Farms Biosystems LLC) An application to rezone an approximately 29,169 square feet tract of land located at Lot 3E of the Three Flags #2 Subdivision, 470 feet (more or less) northeast of the S. 5th Street and Interstate 70 interchange, from "C-2" General Business District to "C-3" Highway Business District for a proposed Marijuana Facility. The subject property is located in Ward 2. ***(Council Bill 14076)***

K. An Ordinance Designating a Certain Tract of Land in the City of St. Charles, Missouri, as a Blighted Area; Approving the Development Plan for the First Capitol Place Redevelopment Area; Approving a Redevelopment Agreement in Connection with the Development Plan; and Authorizing the City to Take Certain Other Actions in Connection Therewith ***(Council Bill 14070)***

8. CONSENT AGENDA

A. Approval of Council Minutes and Reports

*1. Special City Council Meeting of February 10, 2026
2. Council Work Session of February 10, 2026
3. Street Committee Meeting of February 24, 2026
4. Regular City Council Meeting of March 3, 2026
5. Public Hearing of March 3, 2026
6. Council Work Session of March 3, 2026
7. Council Work Session of March 10, 2026
*~~8. Street Committee Meeting of March 17, 2026~~
9. Council Work Session of March 17, 2026
10. Regular City Council Meeting of March 17, 2026
11. Public Hearing of March 17, 2026

B. Receipt of Reports from Boards, Commissions and Committees

1. Veterans Commission Meeting of November 10, 2025
2. Planning and Zoning Commission Meeting of February 9, 2026
3. Senior Citizen Advisory Board Meeting of February 10, 2026
4. Frenchtown Special Business District Advisory Board Meeting of February 12, 2026
5. Landmarks Board Meeting of February 23, 2026
6. Housing Authority of the City of St. Charles Meeting of January 28, 2026

C. Receipt of Director of Administration Reports

D. Approval of Contracts and Easements

1. Contract with Joe Goddard Enterprises, LLC for the Replacement Purchase of Three (3) Storm Warning Sirens in the Amount of $122,042.91
2. Supplemental Agreement No. 6 with JEMA, LLC for the Design of the Second Street Tunnel Infill as Part of the City Centre Complex Project in the Amount of $28,000.00 for a total Contract Amount not to Exceed $7,831,968.00

3. Contract with Kienstra Ready Mix of O'Fallon, Inc. to Provide Ready Mix Concrete to the Public Works Department for 2026 in the Amount of $140,304.32
4. Contract with Lift Rite, Inc. for the 2026 Annual Pressure Grouting (Mudjacking) Services in the Amount of $125,000.00
5. Contract with Stock & Associates Consulting Engineers Inc. for Design and Engineering Services for Riverpoint Infrastructure Improvements in the Amount of $2,103,949,75
6. Change Order No.1 with Visu-Sewer of Missouri, LLC for the Riverside Sanitary Sewer Trunkmain Rehab Phase 4 Project in the Amount of $397,890.26 for a Total Contract Amount not to Exceed $2,195,851.26
7. Amendment No. 2 with SHI International Corporation for the Purchase of Additional M365 Licenses in the Amount of $17,034.00 for a Total Contract Amount not to Exceed $547,359.00

E. Preliminary Plats

F. Miscellaneous
1. Findings of Fact and Conclusions of Law to Support Council's Decision for the Appeal from HLPARB's Case No. D-2025-020 Related to the Application for Demolition or Removal of 500 Main Street, Building 90 of the ACF Complex

9. ITEMS REMOVED FROM THE CONSENT AGENDA

10. RESOLUTIONS
A. A RESOLUTION AUTHORIZING AN AMENDMENT TO THE CITY OF ST. CHARLES, MISSOURI'S TITLE VI PLAN *(SPONSOR: MICHAEL GALBA)*

11. BILLS FOR FINAL PASSAGE

BILL 14067
AN ORDINANCE APPROVING THE RECORD PLAT FOR THE NEW STONE LOT 1, LOT 2 AND LOT 3 BOUNDARY ADJUSTMENT, A SUBDIVISION OF THE CITY OF SAINT CHARLES, MISSOURI *(SPONSOR: MARK HOLLANDER)*

BILL 14068
AN ORDINANCE APPROVING THE RECORD PLAT FOR THE HUSTER INDUSTRIAL CENTER, A SUBDIVISION OF THE CITY OF SAINT CHARLES, MISSOURI *(SPONSOR: BRIAN GOULD)*

BILL 14069
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 #3) *(SPONSOR: BART HABERSTROH)*

BILL 14070
AN ORDINANCE DESIGNATING A CERTAIN TRACT OF LAND IN THE CITY OF ST. CHARLES, MISSOURI, AS A BLIGHTED AREA; APPROVING THE DEVELOPMENT PLAN FOR THE FIRST CAPITOL PLACE REDEVELOPMENT AREA; APPROVING A REDEVELOPMENT AGREEMENT IN CONNECTION WITH THE DEVELOPMENT PLAN; AND AUTHORIZING THE CITY TO TAKE

CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH *(SPONSOR: MARK HOLLANDER)*

BILL 14071
AN ORDINANCE AUTHORIZING THE CITY OF ST. CHARLES, MISSOURI, TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS (FIRST CAPITOL PLACE REDEVELOPMENT PROJECT), SERIES 2026, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COSTS OF ACQUIRING, CONSTRUCTING AND IMPROVING AN INDUSTRIAL DEVELOPMENT PROJECT IN THE CITY; APPROVING A PLAN FOR THE PROJECT; AND AUTHORIZING THE CITY TO ENTER INTO CERTAIN AGREEMENTS AND TAKE CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH *(SPONSOR: MARK HOLLANDER)*

12. BILLS FOR INTRODUCTION

BILL 14072
AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ST. CHARLES, MISSOURI, ON BEHALF OF ITS POLICE DEPARTMENT, AND THE CITY OF O'FALLON, ON BEHALF OF ITS POLICE DEPARTMENT, TO AUTHORIZE THE O'FALLON REAL-TIME INFORMATION CENTER ("RTIC") TO PROGRAM DESIGNATED POLICE DEPARTMENT RADIO CHANNELS WITHIN THE RTIC TO SUPPORT REAL-TIME SITUATIONAL AWARENESS, OPERATIONAL COORDINATION AND OFFICER SAFETY *(SPONSORS: BILL OTTO, MARK HOLLANDER, VINCE RATCHFORD, MARY WEST, DENISE MITCHELL, JUSTIN FOUST, BRIAN GOULD, MICHAEL GALBA, BART HABERSTROH AND STEVE HOLLANDER)*

BILL 14073
AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ST. CHARLES, MISSOURI, ON BEHALF OF THE POLICE DEPARTMENT, AND THE MISSOURI DEPARTMENT OF PUBLIC SAFETY WITH RESPECT TO THE POLICE DEPARTMENT'S PARTICIPATION IN THE MISSOURI DATA EXCHANGE PROCESS FOR PURPOSES OF SHARING CRIMINAL JUSTICE INFORMATION DATA *(SPONSORS: BILL OTTO, MARK HOLLANDER, VINCE RATCHFORD, MARY WEST, DENISE MITCHELL, JUSTIN FOUST, BRIAN GOULD, MICHAEL GALBA, BART HABERSTROH AND STEVE HOLLANDER)*

BILL 14074
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 MARK BAYLISS, JR., AND KAYLA FOZZARD OF APPROXIMATELY 0.88 ACRES OF LAND KNOWN AS 1408 FISCHER LANE *(SPONSOR: DENISE MITCHELL)*

BILL 14075
AN ORDINANCE REZONING TO ST. CHARLES CITY ZONING DISTRICT "R-1E" SINGLE-FAMILY RESIDENTIAL DISTRICT FROM ST. CHARLES COUNTY ZONING DISTRICT "R1E" SINGLE-FAMILY RESIDENTIAL DISTRICT A 0.88 ACRE (MORE OR LESS) TRACT OF LAND LOCATED AT 1408 FISCHER LANE *(SPONSOR: DENISE MITCHELL)*

BILL 14076
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 AN APPROXIMATELY 29,169 SQUARE FOOT TRACT OF LAND LOCATED AT LOT 3E OF THE THREE FLAGS #2 SUBDIVISION, 470 FEET (MORE OR LESS) NORTHEAST OF THE SOUTH FIFTH STREET AND INTERSTATE 70 INTERCHANGE *(SPONSOR: MARK HOLLANDER)*

BILL 14077
AN ORDINANCE AMENDING THE EXISTING PLANNED "PD-MU" PLANNED DEVELOPMENT–MIXED USE FOR A PLANNED SENIOR HOUSING FACILITY AND CONGREGATE CARE FACILITY DEVELOPMENT AND, SPECIFICALLY, TO ESTABLISH ZONING ENTITLEMENTS AND DEVELOPMENT STANDARDS FOR 8.24 ACRES OF LAND LOCATED AT THE SOUTHWEST CORNER OF HIGHWAY B AND BOSCHERTOWN ROAD *(SPONSOR: MICHAEL GALBA)*

BILL 14078
AN ORDINANCE AUTHORIZING THE VACATION OF ELEVEN (11) UTILITY EASEMENTS OF VARYING WIDTHS ON TRACTS OF LAND ADJACENT TO 3704 NEW TOWN BOULEVARD *(SPONSOR: MICHAEL GALBA)*

13. EMERGENCY ORDINANCES

14. TABLED BILLS

15. ITEMS FOR COUNCIL ACTION

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

17. ADJOURNMENT

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

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

Posted: Monday, April 6, 2026 - 2:00 p.m.

TO: City Council
FROM: Office of the Mayor
DATE: March 25, 2025
SUBJECT: Appointment Memorandum for the April 7, 2026 City Council Meeting

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

Landmarks Board

- The appointment of ***Laura Shadow,*** who will represent the Historic Downtown District, to fill the vacant position formerly held by ***Tom Smith***, who resigned in ***March 2026***, for a term expiring ***July 2026.***

City-County Library Board

- The appointment of ***Brynn T. Palmer***, a resident of St. Charles County to replace ***Justin Collier*** whose term had expired ***June 2025***, for a term expiring ***June 2028.***

Charlestowne Crossing Villas Community CID

- The reappointment of ***Jason Hughes*** to the board of directors of the Charlestowne Crossing Villas CID with a three-year term expiring on ***December 7, 2028.***
- The reappointment of ***Courtney Hughes*** to the board of directors of the Charlestowne Crossing Villas CID with a three-year term expiring on ***December 7, 2028.***

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

Sincerely,

Daniel J. Borgmeyer
Mayor

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 4/7/2026
Regular ☒ Special ☐ Work Session ☐
ATTACHMENT: YES ☒ NO ☐
Report ☒ Resolution ☐ Ordinance ☐

Bill # N/A

Request for Council Action

Ward(s): 9 **Sponsor(s):** N/A

Description:
Case No. CU-2026-05. (Sushi Ai – Yan Chen) 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 3010 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:
The applicant, Sushi Ai, is requesting approval for liquor sales as a conditional use associated with a permitted restaurant at 3010 W. Clay Street, the former Culpeppers Grill and Bar site near the Zumbehl Road intersection. Sushi Ai, an established Japanese restaurant with multiple locations in the St. Louis metro area, plans to relocate from its current Bogey Hills Plaza location and will offer a menu that includes wine, beer, sake, and specialty cocktails, with operating hours proposed daily from 10:30 AM to 10:30 PM.

The Planning and Zoning Commission considered this item at their March 9, 2026 meeting where the applicant and property owner addressed the Commission. There were no speakers from the public. The Commission forwarded a recommendation for approval to the City Council (7 in favor, 0 opposed), subject to the attached conditions.

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

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

Case No. CU-2026-05 Recommended Conditions:

1. This conditional use permit for liquor sales associated with a restaurant use shall be issued to the applicant (Yan Chen) with Sushi Ai restaurant located at 3010 W. Clay Street and shall not be transferable to another location and/or tenant/business.
2. Any change to the submitted proposal, including but not limited to the expansion of the building or outdoor patio, special events, or live outdoor 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. Liquor sales shall be limited to the restaurant's normal operating hours of 10:30 AM to 10:30 PM, unless otherwise approved by the City.
6. 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.
7. Violations of Chapter 600 (Liquor/Alcoholic Beverages) may be grounds for revocation of this Conditional Use.

AGENDA ITEM #7

STAFF REPORT
CONDITIONAL USE NO. CU-2026-05
LIQUOR SALES

3010 W. CLAY STREET

MARCH 9, 2026
BY LARA BERRY

APPLICANT:	Yan Chen SUSHI AI 3010 W. Clay Street St. Charles, Missouri 63301
OWNER:	W. Clay LLC 10 Clayton Terrace St. Louis, MO 63131
ADDRESS/LOCATION:	3010 W. Clay Street Ward 9
LOT SIZE:	1.53-acres
CURRENT ZONING:	"C-2" General Business District
PROPOSED USE:	Liquor Sales associated with a permitted Restaurant use

SUMMARY/ANALYSIS

This request is for liquor sales specifically associated with a permitted restaurant use at 3010 W. Clay Street. The subject property, formerly Culpeppers Grill and Bar, is located just west of the Zumbehl Road and W. Clay Street intersection. The applicant, Sushi Ai, is currently located at 2009 Zumbehl Road (Bogey Hills Plaza) and will be relocating to this stand-alone restaurant. In July 2025, the Planning and Zoning Commission approved elevation changes for the subject property via Site Plan application SP-2025-06.

A restaurant use is permitted by right at this location; however, liquor sales associated with the use is a conditional use. The conditional use request is limited solely to liquor sales associated with the restaurant use and does not apply to the restaurant use itself or any other permitted uses.

Sushi Ai has several locations throughout the St. Louis Metro area, serving Japanese cuisine. The alcoholic beverage menu associated with this restaurant and this request includes wine, beer, sake, and other specialty cocktails. The restaurant serves lunch and dinner, daily from 10:30 AM to 10:30 PM.



Figure 1: Parking lot view of the subject business.

Consistency with Chapter 600 (Alcoholic Beverages)

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

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

The subject property is directly adjacent to a residentially zoned district, "R-M" Manufactured/Modular Residential District, Sunnydale Mobile Home Park. Due to this adjacency, the notification provisions of Section 600.280(C) are applicable. However, since a Conditional Use Permit is associated with a public hearing, and all property owners within 300 feet of the subject property are notified 15 days prior to the hearing, this notification process constitutes compliance with the above-mentioned code section. Therefore, the requirements of Chapter 600 related to notification of surrounding property owners are satisfied through the City's Conditional Use Permit process.

Consistency with 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 sales, when accessory to a permitted restaurant use, represent a low-intensity commercial activity consistent with this corridor and are therefore compatible with the surrounding commercial and residential uses along West Clay, if conditioned appropriately.

Consistency with Conditional Use standards

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

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

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

Regarding a) and b), Conditional Uses are not allowed by-right as they can be problematic if not located and/or conditioned properly. In this case, the proposal is located on W. Clay Street, near Activity Center #5. This intensity pattern is consistent with the goals of the Comprehensive Plan and the proposed uses 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 and Comprehensive Plan, the proposal should not

have an adverse impact on the character of the neighborhood, public safety, and general welfare of the city.

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

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

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

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

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

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

Furthermore, the City Code allows the Planning and Zoning Commission to recommend conditions of approval to protect surrounding properties, as well as to give consideration with respect to location in the recommendations. The proposed liquor sales associated with a restaurant 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 liquor sales associated with a permitted use, subject to the following conditions:

1. This conditional use permit for liquor sales associated with a restaurant use shall be issued to the applicant (Yan Chen) with Sushi Ai restaurant located at 3010 W. Clay Street and shall not be transferable to another location and/or tenant/business.
2. Any change to the submitted proposal, including but not limited to the expansion of the building or outdoor patio, special events, or live outdoor 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. Liquor sales shall be limited to the restaurant's normal operating hours of 10:30 AM to 10:30 PM, unless otherwise approved by the City.
6. 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.
7. Violations of Chapter 600 (Liquor/Alcoholic Beverages) may be grounds for revocation of this Conditional Use.

Recommended Motion:

Motion to forward the Conditional Use Permit application CU-2026-05 to the City Council with a favorable recommendation, subject to the conditions recommended by staff.

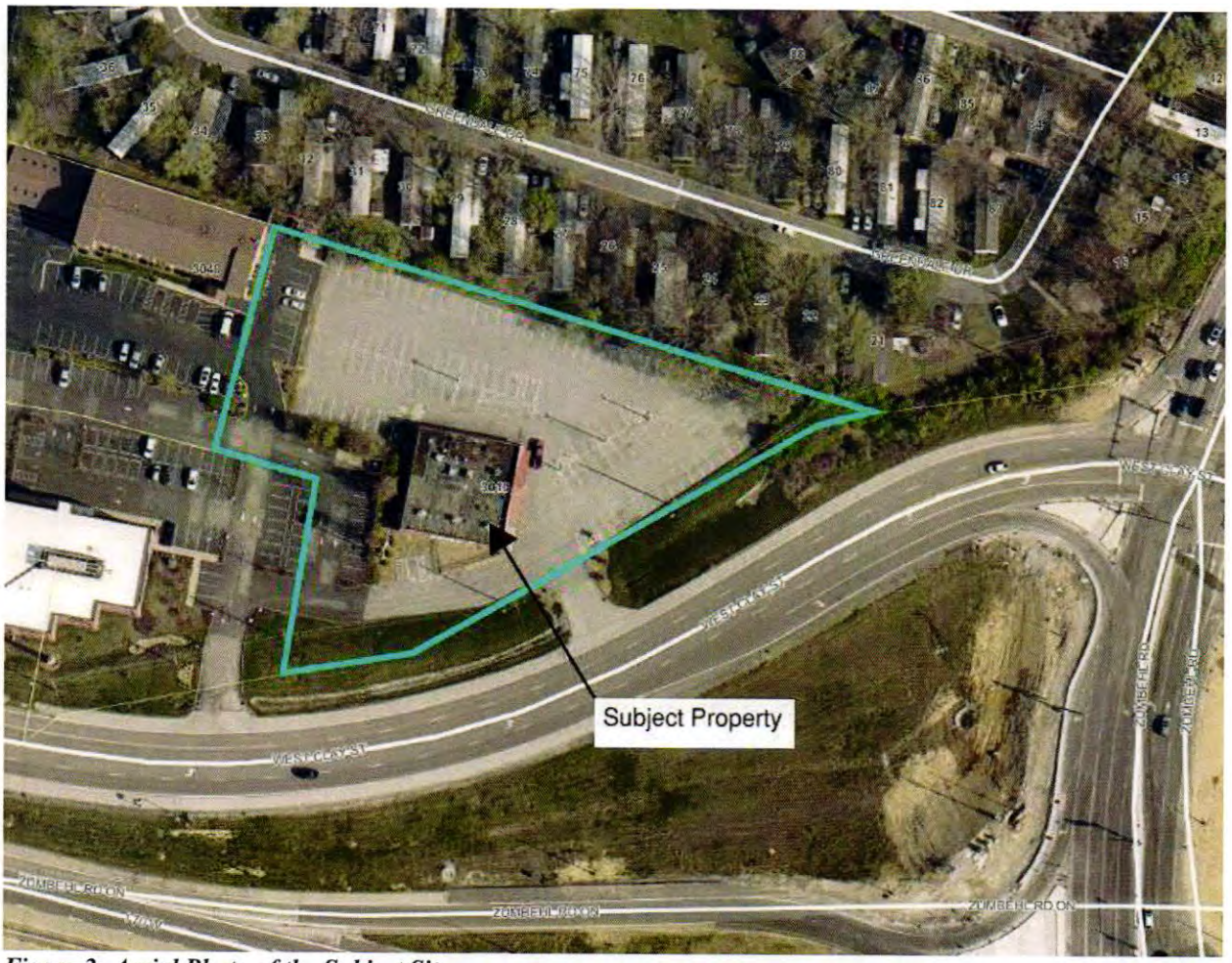


Figure 2: Aerial Photo of the Subject Site.

SUSHI AI

Japanese Cuisine

2009 Zumbehl Rd
St. Charles, MO 63303
636-949-8888

Beverages

- Fountain Drinks $2.99
  - Pepsi, Mountain Dew, Dr Pepper, Root Beer, Lemonade, Starry
  - Diet Pepsi, Diet Dr. Pepper
- Hot/Iced Tea (Unsweetened) $2.99
- Ramune (Japanese Soda) $3.99

Dessert

- Cheesecake Tempura $4.99
- Mochi $3.99
  - Green Tea, Red Bean, Strawberry, Mango
- Ice Cream $3.99
  - Vanilla, Chocolate, Green Tea
- Fried Ice Cream $3.99
  - Vanilla, Chocolate, Green Tea
- Fried Oreos (4) $4.99

18% Gratuity will be added for parties 6 and up

Hot Appetizers

- **Edamame** **$4.99**
  Salted Soybeans
- **Gyoza** **$4.99**
  6pc Grilled Pork Dumplings
- **Shrimp Shumai** **$4.99**
  6pc Steamed Shrimp Dumplings
- **Harumaki** **$4.99**
  3pc Fried Vegetable Spring Rolls
- **Crab Rangoon** **$4.99**
  6pc Fried Crab Honey Cream Cheese Wontons
- **Chicken Nuggets** **$4.99**
  ...8pc Chicken Nuggets
- **Yakitori** **$5.99**
  6pc Chicken and Onion Skewers
- **Fried Oyster** **$6.99**
  6pc Fried Breaded Oysters
- **Ika Yaki** **$9.99**
  Grilled Squid (or Fried on Request)
- **Hamachi Kama Yaki** **$8.99**
  Grilled Yellowtail Collar

- **Tempura Appetizer**
  - Vegetable $4.99
  - Shrimp $6.99
  - Soft-shell Crab $8.99
- **Teriyaki Appetizer**
  - Chicken $5.99
  - Beef $6.99
  - Shrimp $6.99

* = Raw | S = Spicy

Cold Appetizers

- **Kani Su** $8.99
  Crab | Avocado | Ponzu | Cucumber Wrapped

- **Tako Su*** $10.99
  Octopus | Avocado | Ponzu | Cucumber Wrapped

- **Yellowtail Jalapeno*SS** $9.99
  4pc Yellowtail | Jalapeno | Masago* | Scallion | Tempura Flakes | Ponzu

- **Tuna Pizza*S** $10.99
  4pc Tuna | Wonton Chip | Avocado | Cucumber | Onion | Masago* | Scallion | Spicy Mayo | Eel Sauce

- **Tuna Tataki*** $10.99
  6pc Lightly Seared Tuna | Masago* | Scallion | Ponzu

- **Sashimi Appetizer***
  - 4pc Salmon $8.99
  - 4pc Tuna $8.99
  - 4pc White Tuna $8.99

Soup & Salad

- Miso Soup $2.49
- House Salad $2.49
- Avocado Salad $5.99
- Seaweed Salad $4.99
- Ika Salad $6.99

* = Raw | S = Spicy

Rolls (8 Pieces)

- **St. Louis*** $9.99
  Inside: Salmon | Crab | Honey Cream Cheese | Tempura Flakes
  *Fried Upon Request
- **Popup*S** $10.99
  Inside :Spicy Salmon | Crab | Shrimp | Cucumber | Avocado |
  Top: Masago* | Tempura Flakes
- **Volcano*S** $10.99
  Inside: Spicy (Salmon | Tuna | Yellowtail)
  Top: Masago* | Sriracha
- **Crazy Spicy Crab S** $10.99
  Inside: Crab | Avocado | Cucumber
  Top: Crab | Spicy Mayo
- **Mountain*S** $10.99
  Inside: Avocado | Cucumber
  Top: Tuna | Scallion | Spicy Mayo
- **Fashion*** $10.99
  Inside: Crab | Avocado | Cucumber
  Top: Tuna
- **Rainbow*** $10.99
  Inside: Crab | Avocado | Cucumber
  Top: Salmon| Shrimp | Tuna |
  Red Snapper | White Tuna
- **Obama's Choice S** $10.99
  Inside: Shrimp Tempura |
  Cream Cheese
  Top: Spicy Mayo | Eel Sauce |
  Shredded Nori
- **Crazy Tuna* S** $12.99
  Inside: Pepper Tuna | Avocado
  Top: Tuna | Masago* | Scallion |
  Tempura Flakes | Spicy Mayo
- **Supersonic*S** $12.99
  Inside: Spicy Scallop | Cucumber |
  Tempura Flake
  Top: Smoked Salmon | Shrimp | Avocado
- **Paul's** $11.99
  Inside: Shrimp Tempura | Cucumber
  Top: Eel | Avocado | Eel Sauce
- **Green Dragon** $11.99
  Inside: Eel | Cucumber
  Top: Avocado | Masago* | Tempura Flakes | Eel Sauce
- **Under Control*S** $12.99
  Inside: Spicy Tuna
  Top: Shrimp Tempura | Masago* | Eel Sauce
- **B.O.G.*S** $11.99
  Inside: Spicy Tuna | Avocado
  Top: Three Type Tobiko*
- **Red Dragon** $12.99
  Inside: Soft-Shell Crab
  Top: Eel | Avocado | Masago* |
  Tempura Flakes | Eel Sauce
- **World Series*** $12.99
  Inside: Soft-Shell Crab
  Top: Tuna | Eel | Avocado | Masago* |
  Tempura Flakes | Eel Sauce
- **Sexy Girl S** $13.99
  Inside: Shrimp Tempura
  Top: Seared Rib Eye | Tobiko* | Spicy Mayo | Eel Sauce | Sriracha
- **Yummy*S** $13.99
  Inside: Eel | Crab | Honey Cream Cheese
  Top: Salmon | Tuna | Yellowtail |
  Red Snapper | Avocado | Tobiko* |
  Tempura Flakes | Spicy Mayo | Eel Sauce
- **Pink Lady S** $13.99
  Inside: Crab | Seaweed Salad
  Top: Spicy Mayo | Sriracha
  * Rolled w/ Soy Paper
- **Hawaiian** $14.99
  Inside: Coconut Shrimp | Crab |
  Honey Cream Cheese
  Top: Mango | Avocado | Tobiko* |
  Coconut Sauce
- **Halloween S** $14.99
  Inside: Soft-Shell Crab | Avocado |
  Cucumber | Masago*
  Top: Tobiko* | Shredded Nori | Wasabi |
  Scallion | Spicy Mayo | Eel Sauce

* = Raw | S = Spicy

More Rolls (4 - 8 Pieces)

(One Piece Temaki Upon Request)

- **Cucumber** $4.99
- **Avocado** $4.99
- **Sweet Potato** $4.99
- **Vegetable** $5.99
  Cucumber | Avocado | Sweet Potato
- **Pickled Radish** $4.99
- **California** $5.99
- **Salmon*** $5.99
- **Tuna*** $5.99
- **Yellowtail*** $5.99
  Yellowtail | Scallion
- **Salmon Skin** $5.99
  Fried Salmon Skin | Cucumber
- **Eel** $7.99
  Eel | Cucumber | Eel Sauce
- **Spicy Crab** S $5.99
- **Spicy Salmon*** S $7.99
- **Spicy Tuna*** S $7.99
- **Spicy Scallop*** S $8.99

- **Futo Maki** $6.99
  Crab | Egg | Masago* | Cucumber | Avocado | Pickled Radish
- **Black & White** $6.99
  Eel | Cream Cheese
- **Philadelphia*** $7.99
  Salmon | Cream Cheese | Scallion
  *Fried Upon Request
- **Alaska*** $7.99
  Salmon | Avocado | Cucumber
- **Honey** $6.99
  Crab | Honey Cream Cheese | Tempura Flakes
- **Yamasa** $6.99
  Crab | Tempura Flake | Masago* | KP Mayo
- **Jalapeno** SS $6.99
  Crab | Avocado | Cucumber | Jalapeno | Spicy Mayo
- **Christmas*** $7.99
  Tuna | Avocado | Masago*
  *Fried Upon Request
- **Boston** S $7.99
  Shrimp | Crab | Cucumber | Lettuce | Avocado | Masago* | Spicy Mayo
- **Michigan*** S $8.99
  Spicy Tuna | Tempura Flakes | Masago*
- **Shrimp Tempura** $7.99
  Shrimp Tempura | Avocado | Cucumber | Masago* | Eel Sauce
- **American Dream** $7.99
  Eel | Shrimp Tempura | Avocado | Cucumber | Masago* | Eel Sauce
- **Rock & Roll** $7.99
  Fried (Salmon | Red Snapper | Crab) | Eel Sauce
- **Maryland*** $7.99
  Salmon | Eel | Avocado | Cucumber | Masago* | Eel Sauce
- **Spider** $9.99
  Soft-Shell Crab | Avocado | Cucumber | Masago* | Eel Sauce
- **Snow White** $9.99
  Inside: Crab | Avocado | Cucumber
  Top: Crab | Honey Cream Cheese | Tempura Flake
- **Wasabi Crunch** $9.99
  Inside: Crab | Avocado | Cucumber
  Top: Tempura Flake | Wasabi Mayo

* = Raw | S = Spicy

Sushi Entree

+ Soup | Salad

(Chef's Choice for Nigiri & Sashimi)

- **Sansoku Maki*** $15.99
  California R | Tuna R | Salmon R
- **Nigiri Regular*** $18.99
  9pc Nigiri | California R
- **Nigiri Deluxe*** $22.99
  12pc Nigiri | Tuna R
- **Sashimi Regular*** $23.99
  15pc Sashimi
- **Sashimi Deluxe*** $31.99
  21pc Sashimi
- **Nigiri & Sashimi*** $29.99
  5pc Nigiri | 7pc Sashimi | Tuna R

Party Tray

(Chef's Choice for Nigiri & Sashimi)

- **Vegetarian** $26.99
  Cucumber | Avocado | Sweet Potato | Vegetable | Pickled Radish | Vegetarian Futo Maki
- **Spicy Lover*S** $39.99
  Jalapeno | Spicy Salmon | Volcano | Michigan | Spicy Scallop | Super Spicy Salmon
- **Kiss of Tempura*S** $33.99
  Shrimp Tempura | Green Dragon | Popup | Michigan | 4pc Nigiri
- **Angel*** $40.99
  12pc Nigiri | 9pc Sashimi | Tuna | Green Dragon
- **Hell*S** $45.99
  4pc Nigiri | Volcano | Crazy Tuna | Eel | Spider | Red Dragon
- **Sushi Ai Special*S** $55.99
  15pc Nigiri | 9pc Sashimi | World Series | Spider | Spicy Tuna | Shrimp Tempura

Nigiri or Sashimi

(1pc per Order)

- Egg $2.25
- Tofu Skin $2.25
- Avocado $2.25
- Salmon* $2.49
- Smoke Salmon* $2.49
- Tuna* $2.49
- White Tuna* $2.49
- Pepper Tuna* $2.49
- Shrimp $2.49
- Crab $2.49
- Red Clam* $2.49
- Squid* $2.49
- Spicy Salmon*S $2.49
- Spicy Tuna*S $2.99
- Spicy Scallop*S $2.99
- Octopus* $2.99
- Masago** $2.99
- Eel $2.99
- Salmon Roe* $2.99
- Yellowtail* $2.99
- Albacore Tuna* $2.99
- Scallop* $3.49
- Sweet Shrimp* $4.99

S = Spicy

Kitchen Entree

+ Soup | Salad | White Rice or Fried Rice ($2)

- **Teriyaki or Hibachi**

  (Broccoli | Carrot | Zucchini | Mushrooms | Onion)

  - Chicken $13.99
  - Beef $14.99
  - Shrimp $14.99
  - Salmon $15.99

- General Tso's Chicken S $13.99
- Sesame Chicken $13.99
- Orange Chicken S $13.99

Bento

Lunch (10:30 - 3:00 | Mon - Sat)

+ Salad | Vegetable Tempura | White Rice or Fried Rice ($2)

Dinner

+ Lunch Sides | Soup | California Roll

- **Teriyaki**

  (Broccoli | Carrot | Zucchini | Mushrooms | Onion)

  - Chicken $10.99 / $14.99
  - Beef $11.99 / $15.99
  - Shrimp $11.99 / $15.99
  - Salmon $12.99 / $16.99
  - Scallop $12.99 / $16.99

- General Tso's Chicken S $11.99 / $15.99
- Sesame Chicken $11.99 / $15.99
- Orange Chicken S $11.99 / $15.99

Gluten-Free Steamed Vegetables

+Soup | White Rice

Broccoli | Zucchini | Mushroom | Carrot | Onion

- Just Vegetables $12.99
- Chicken $13.99
- Beef $14.99
- Shrimp $14.99

Fried Rice

Egg | Carrot | Onion

- Vegetable $9.99

  Broccoli | Mushroom | Zucchini

- Chicken $10.99
- Beef $11.99
- Shrimp $11.99
- Seafood $12.99

  Scallop | Shrimp | Crab | Salmon | Red Snapper

Lo Mein

Broccoli | Carrot | Onion | Zucchini | Mushroom

- Vegetable $10.99
- Chicken $11.99
- Beef $12.99
- Shrimp $12.99
- Seafood $13.99

  Scallop | Shrimp | Crab | Salmon | Red Snapper

Yaki Soba (Stir-fry Thin Noodles)

Broccoli | Carrot | Onion | Zucchini | Mushroom

- Chicken $11.99
- Beef $12.99
- Shrimp $12.99
- Seafood $13.99

  Scallop | Shrimp | Crab | Salmon | Red Snapper

Udon (Noodle Soup)

Egg | Broccoli | Mushroom | Fishcake

- Chicken $11.99
- Beef $12.99
- Shrimp $12.99
- Seafood $13.99

  Scallop | Shrimp | Crab | Salmon | Red Snapper

WINE

Pinot Grigio Riff, Italy	$6.5 G / $19.5 B
Sauvignon Blanc Sirius, France	$7 G / $21 B
Chardonnay Les Volets, France	$6.5 G / $19.5 B
Riesling Leitz, Germany	$7 G / $21 B
Moscato Centorri, Italy	$6.5 G / $19.5 B
Pinot Noir Pavette, California	$7.5 G /$22 B
Merlot Grayson, California	$6.5 G / $19.5 B
Cabernet Sauvignon Grayson, California	$6.5 G / $19.5 B
Plum Wine Fu-Ki	$6 G / $18 B

BEER

3.50

Budweiser
Bud Light
Bud Select,
Michelob Ultra
Heineken
Corona
Sapporo
Asahi
Kirin
Bell's Two-Hearted Ale

SAKE

Sake Bomb $5.99 Lychee / Apple Sake $6.99

Hot Sake $5.25 (S) / $7.95 (L)

Ginjo $12.99 Nigori $9.99

COCKTAILS

Sakura $7.50

Lychee sake, dry sake, plum wine, simple syrup, cherry juice.

Purple Ninja $8.00

Red wine blend, citrus punch, rum, peach schnapps, club soda.

Zing $8.00

Gin, watermelon syrup, lime juice, club soda, lime.

Mai Tai $7.50

Spiced rum, coconut rum, OJ, pineapple juice, grenadine, orange, cherry.

***Flaming Volcano Bowl (for 2 people) $15.50**

Gin, vodka, rum, spiced rum, 151, peach schnapps, OJ, pineapple juice, lemon juice, grenadine.

Long Island (regular/strawberry/mango) $7.50/$8.00

Vodka, gin, rum, tequila, triple sec, sweet and sour mix, lemon wedge, pepsi.

Lemon Drop $6.00

Vodka, lemon juice, simple syrup, lemon wedge.

Mojito (regular/strawberry/mango) $7.00/$7.50

Rum, simple syrup, mint, lime, club soda.

Margaritas (regular/strawberry/mango) $7.00/$7.50

Tequila, lime juice, triple sec, sweet and sour, lemon.

愛

SUSHI AI

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 4/7/2026
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☑ Resolution ☐ Ordinance ☐

Bill # N/A

Request for Council Action

Ward(s): 9-Bart Haberstroh **Sponsor(s):**

Description:
LIQUOR LICENSE APPLICATION PUBLIC HEARING NOTICE

Case No. LL-2026-6
Applicant: Yan Chen d/b/a Sushi AI located at 3010 W Clay.
License Type: Full Liquor Maker 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 Yan Chen for the grant of a liquor license for Sushi AI located at 3010 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 the same on Sunday during hours allowed by the laws of the State of Missouri. 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. Qua Finance Dir. Qua Dir. of Admin. U

Docusign Envelope ID: EEF4B501-CCBA-4012-9D0A-42CC3009A477

02/24/2026

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: ***Yan Chen***
d/b/a: ***Sushi Al***
Location: ***3010 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:

[X] Approved Signature: DocuSigned by: George Grove 1750E0E5CF884AD Date: 2/24/2026

[ ] Not Approved Reason(s): _____

_____

_____

_____

_____

Docusign Envelope ID: EEF4B501-CCBA-4012-9D0A-42CC3009A477

02/24/2026

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: ***Yan Chen***
d/b/a: ***Sushi AI***
Location: ***3010 W Clay St***

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

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

Fire Department

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

Conditions of Approval: _____

Reason(s) for denial: _____

Signature: Signed by: Joe Gragnani _____ Date: 2/24/2026

Docusign Envelope ID: EEF4B501-CCBA-4012-9D0A-42CC3009A477

02/24/2026

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: ***Yan Chen***
d/b/a: ***Sushi Al***
Location: ***3010 W Clay St***

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

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

Community Development

Zoning District C-2 Historic Preservation District NA Occupancy Permit No

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

Conditions of Approval _____

_____

Reason(s) for denial: _____

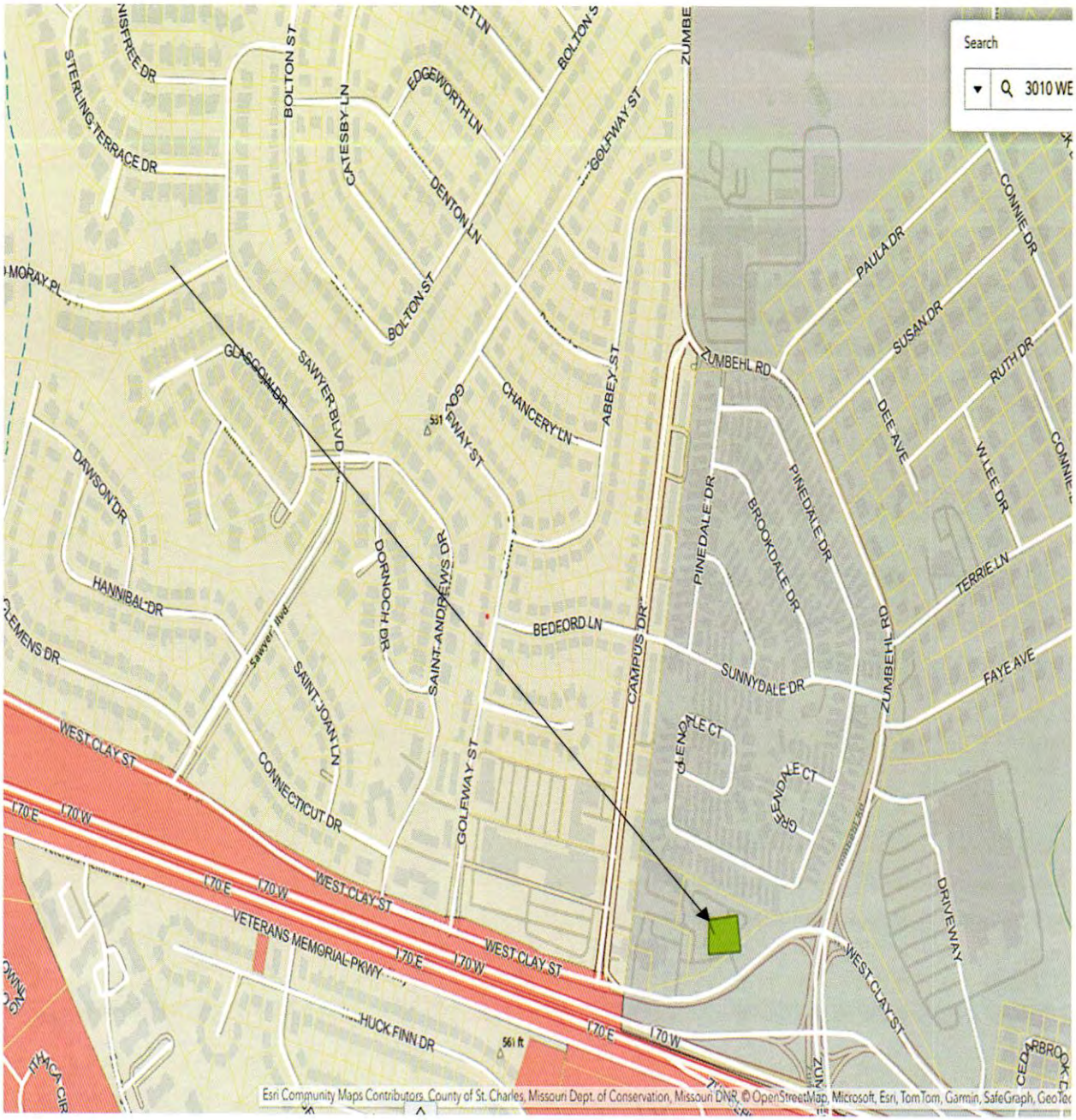
_____

Signature: DocuSigned by: Zachary Tusinger Date: 3/10/2026

Finance Department

☒ **Approved** Signature: DocuSigned by: Jennifer O'Connor Date: 3/10/2026

☐ **Not Approved** Reason(s): _____



SUSHI AI

3010 W CLAY ST

WARD 9 – BART HABERSTROH

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 4/7/2026
Regular ☒ Special ☐ Work Session ☐
ATTACHMENT: YES ☒ NO ☐
Report ☒ Resolution ☐ Ordinance ☐

Bill # N/A

Request for Council Action

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

Description:
Case No. CU-2024-08. (Mauro Gonzalez Alvarez) An application to amend an existing Conditional Use Permit from §400.480 to expand a temporary retail sales use (Food Trucks) to include an additional food stand within the C-3 Highway Business District located at 2139 First Capitol Drive. The subject property is located in Ward 2.

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

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

Summary:
The applicant is requesting to amend an existing Conditional Use Permit to expand a temporary retail sales use (Food Trucks) to place an additional food stand on the property, at 2139 First Capitol Drive, the location of El-Mel, Inc. The property is located within the C-3 Highway Business District, and City Ordinance requires approval of a Conditional Use Permit for establishments that apply for a temporary retail sales use.

The Planning and Zoning Commission held a public hearing on this item at their March 9, 2026 meeting where the applicant spoke and there was one (1) speaker from the public who spoke in favor of this application. The application was forwarded with a recommendation for approval (7 in favor, 0 opposed) with the attached list of 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. JLB Finance Dir. N/A Dir. of Admin. DJ

CU-2024-08: 2139 1st Capitol Drive– Amended Recommended Conditions

1. The Conditional Use Permit for temporary retail sales (food truck) is for the use of Mauro Gonzales only at the property located at 2139 1st Capitol Dr and is not transferable to another user or location.

2. The food truck(s) shall only be located in the area designated on the site plan.

3. No more than two (2) food trucks shall be located on the site at any point in time.

4. The site shall be maintained in an orderly condition, with all equipment, supplies, and materials contained within the food truck(s).

5. Non-compliance with any building codes, property maintenance codes, fire codes or conditions of this approval is grounds for revocation of the conditional use approval.

Community Development

AGENDA ITEM #11

STAFF REPORT
NO. CU-2024-08
AMENDED CONDITIONAL USE
TEMPORARY RETAIL SALES
2139 1ST CAPITOL DRIVE

MARCH 9, 2026
BY MADELYN P. BROWN

APPLICANT:	Mauro Gonzales 1106 Evans Ave St. Charles, Missouri 63301
OWNER:	EHW Property, LLC 2139 1st Capitol Dr St. Louis, Missouri 63301
ADDRESS/LOCATION:	2139 1st Capitol Dr Ward 2
ACREAGE:	2.48 acres (overall)
CURRENT ZONING:	C-3 General Business District
PROPOSED USE:	Temporary Retail Sales (Food Stand)

SUMMARY/ANALYSIS

This request is to amend a previously approved Conditional Use application for a temporary retail sales use at 2139 1st Capitol Dr, the location of El-Mel, Inc. At its September 23, 2024 meeting, the Planning and Zoning Commission recommended approval of the applicant's request for temporary retail sales for a new food truck, with final approval granted by the City Council on October 15, 2024. The applicant is now requesting approval to place an additional food stand on the property, adjacent to the existing food truck. The proposed food stand will provide fruit beverages, fruit cups, shaved ice, and smoothies. Liquor sales are not proposed at this time.

The applicant has submitted an updated site plan designating space for both the existing food truck and the proposed food stand. Both will be located at the northeast corner of the site, adjacent to the intersection of 1st Capitol and West Clay. During the original conditional use approval, the applicant identified eight (8) parking spaces for customers, which will remain. The minimum parking requirement continues to be met for both the temporary retail sales use and El-Mel, Inc. The proposed hours of operation will remain unchanged, operating from 10:00 a.m. to 11:00 p.m., seven days a week, year-round. The applicant is not proposing any other physical improvements or modifications to the existing property at this time, and this business will operate in compliance with Section 400.480 pertaining to temporary retail sales.

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 in between Activity Center #3 (Lindenwood University Sub-District) and Activity Center #17 (W. Clay St./Droste Rd. Sub-District). The proposed uses at this location is in general conformance with the density and activity guidelines provided above.

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 1) and 2), Conditional Uses are not allowed by-right as they can be problematic if not located and/or conditioned properly. In this case, the proposal is located on 2139 First Capitol Drive, adjacent to Activity Center #3 and Activity Center #17. This intensity pattern is consistent with the goals of the Comprehensive Plan, and the amended use at this location could continue to 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 continue to not have an adverse impact on the character of the neighborhood, public safety and general welfare of

the city. However, expansion of the use beyond the two (2) approved food stands/trucks may not be desirable, as an increase in scale of the operation could intensify activity on the site beyond what is associated with this request and a typical temporary retail sales use. Conditions 3 and 4 of the approval (on Page 4, below), have been included to address potential concerns regarding the scale of operation and potential negative 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 proposed amended temporary retail sales use can be compatible within its commercial surroundings and should not produce negative effects to neighboring properties or the neighborhood. Staff believes this use will continue to operate in a manner that is consistent with the area.

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

Staff believes the proposed conditional use amendment 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 amended use if conditioned properly would prevent any potential adverse impacts and the public benefits would outweigh any potential adverse impacts.

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

STAFF RECOMMENDATION

This amended conditional use can continue to 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 amended conditional use for temporary retail sales (food truck) to permit an additional food stand, subject to the following conditions:

1. The Conditional Use Permit for temporary retail sales (food truck) is for the use of Mauro Gonzales only at the property located at 2139 1st Capitol Dr and is not transferable to another user or location.

2. The food truck(s) shall only be located in the area designated on the site plan.

3. No more than two (2) food trucks shall be located on the site at any point in time.

4. The site shall be maintained in an orderly condition, with all equipment, supplies, and materials contained within the food truck(s).

5. Non-compliance with any building codes, property maintenance codes, fire codes or conditions of this approval is grounds for revocation of the conditional use approval.

Recommended Motion:

Motion to forward the amended Conditional Use Permit for a Temporary Retail Sales (Food Truck) use at 2139 1st Capitol Dr to the City Council with a favorable recommendation, subject to the conditions recommended by staff.



Figure 1: Aerial photo of the subject



Figure 2: Proposed food stand.



Figure 3: Street view of subject property.

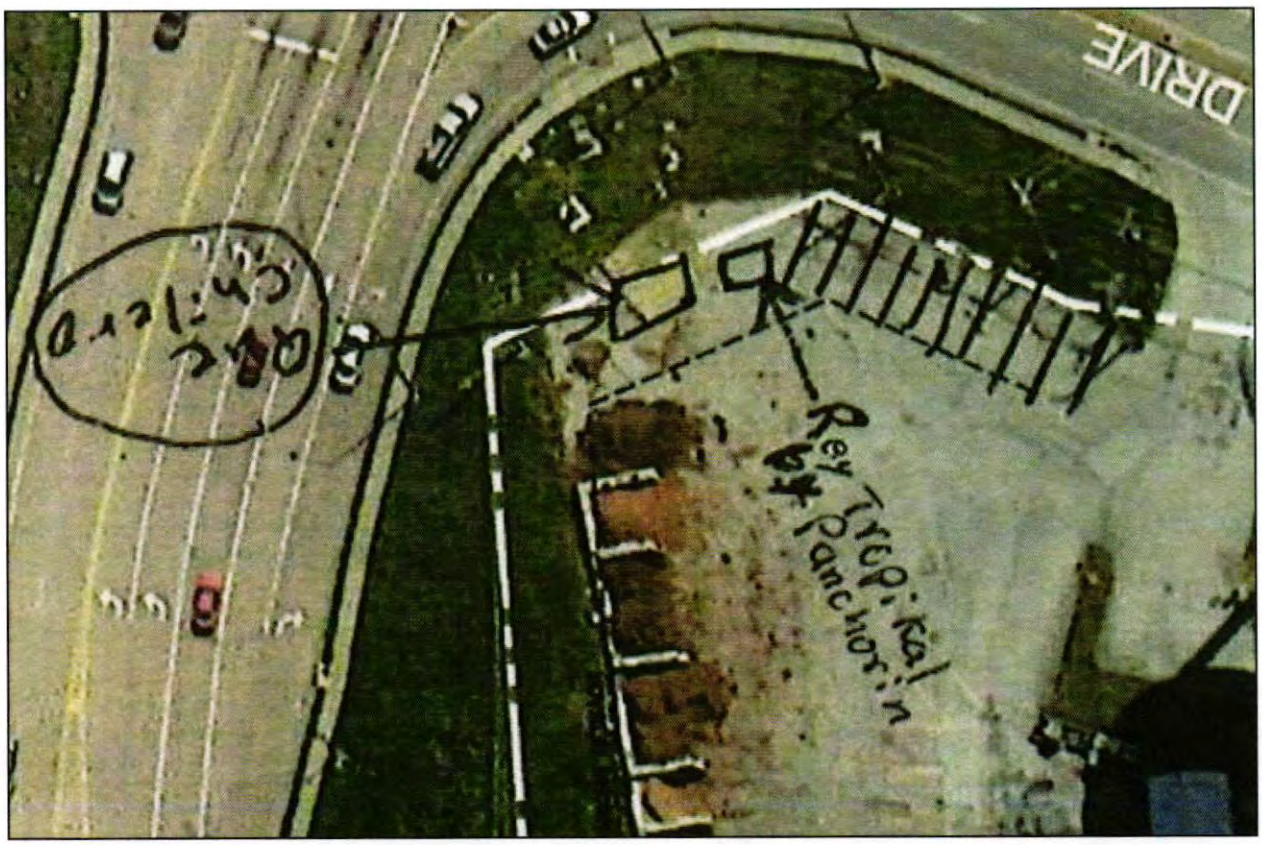


Figure 4: Submitted site plan.

Business Plan

Rey Tropikal by Panchorïn

Operating Location: 2139 1st Capitol Dr, St Charles, MO 63301

1. Business Overview

Rey Tropikal by Panchorïn is a small, owner-operated, low-risk mobile food business specializing in fresh fruit cups, natural fruit beverages, shaved ice (raspados), and smoothies. The business will operate from a permitted mobile stand at 2139 1st Capitol Dr, St Charles, MO 63301, next to an established and successful food truck that already attracts steady daily customers.

2. Business Concept

- Fresh fruit cups (mango, watermelon, pineapple, mixed fruit)
- Fruit prepared with chili, lime, and natural toppings
- Shaved ice (raspados/granizados)
- Natural fruit drinks and smoothies
- Seasonal summer beverages

3. Market Strength & Location Advantage

The neighboring food truck sells Mexican and Guatemalan meals and has already built a strong and consistent customer base in the community. Rey Tropikal will complement this operation by offering refreshing, healthy dessert and beverage options. This strategic positioning provides built-in customer flow, reduces startup risk, and increases operational stability.

4. Target Customers

- Families in the local community
- Workers and nearby businesses
- Customers visiting the neighboring food truck
- Individuals seeking fresh and healthy snack options

5. Operations & Compliance

The business will be fully owner-operated to ensure accountability and quality control. All food will be prepared fresh daily and stored according to health department standards. The stand will maintain strict cleanliness, proper food handling procedures, and responsible waste disposal in compliance with St. Charles city regulations. Operating hours will align with the neighboring food truck to maximize efficiency and customer convenience.

6. Financial Projection

Based on existing daily customer traffic at the location and the high demand for fresh fruit and cold beverages, Rey Tropikal by Panchorïn projects an estimated average gross revenue of approximately $500 per day during regular operations. This represents an estimated monthly gross revenue of approximately $15,000, depending on seasonal variation and weather conditions. These projections reflect realistic and sustainable expectations for a low-overhead, high-demand mobile food business.

DRIVE
Rey Tropical Panchorin
WEST CLAY STREET
EXISTING PROPERTY LINE
PROPOSED

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 4/7/2026
Regular ☒ Special ☐ Work Session ☐
ATTACHMENT: YES ☒ NO ☐
Report ☒ Resolution ☐ Ordinance ☐

Bill # N/A

Request for Council Action

Ward(s): 9 **Sponsor(s):** N/A

Description:
Case No. CU-2026-03. (Abelardo's Mexican Food, LLC) 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" General Business District, located at 2412 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 in-vehicle sales (drive-thru) specifically associated with a new restaurant use (Abelardo's Mexican Food) located 2412 W Clay Street. The building was formerly the location of a Fuzzy's Tacos 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 March 9, 2026 meeting where the applicant and property owner addressed the Commission. There were no public speakers. The Commission forwarded a recommendation for approval to the City Council (7 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. JB Finance Dir. N/A Dir. of Admin. CJ

CU-2026-03: 2412 W Clay Street –Recommended Conditions

1. This conditional use permit for in-vehicle sales (drive-thru) associated with a permitted restaurant is issued to the applicant and business (Abelardo's Mexican Food) only for the property located at 2412 W Clay 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.

3. Any required landscaping, including trees and shrubs, that has died shall be replaced prior to issuance of a Certificate of Occupancy.

AGENDA ITEM #6

STAFF REPORT
CONDITIONAL USE NO. CU-2026-03
DRIVE-THRU USE
2412 W CLAY STREET

MARCH 9, 2026
BY MADELYN P. BROWN

APPLICANT:	Abelardo's Mexican Food, LLC 13275 Miami Street Omaha, NE 68164
OWNER:	St. Charles Partnership, L.P. 727 Craig Road, Suite 100 St. Louis, MO 63141
ADDRESS/LOCATION:	2412 W Clay Street Ward 9
LOT SIZE:	Approx. 2,810 square feet (building)
CURRENT ZONING:	C-2 General Business District
PROPOSED USE:	Drive-thru associated with a permitted restaurant use

SUMMARY/ANALYSIS

This request is for an in-vehicle sales (drive-thru) use specifically associated with a new restaurant use (Abelardo's Mexican Food) located 2412 W Clay Street. The property is zoned C-2 General Business District. 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 Fuzzy's Tacos 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. Abelardo's Mexican Food provides various food options; including tacos, burritos, quesadillas, etc. Liquor sales are not associated with proposed business. The hours of operation are Monday through Thursday 7:00 a.m. to 12:00 a.m., Friday through Saturday 7:00 a.m. to 1:00 a.m., and Sunday 7:00 a.m. to 11:00 p.m.

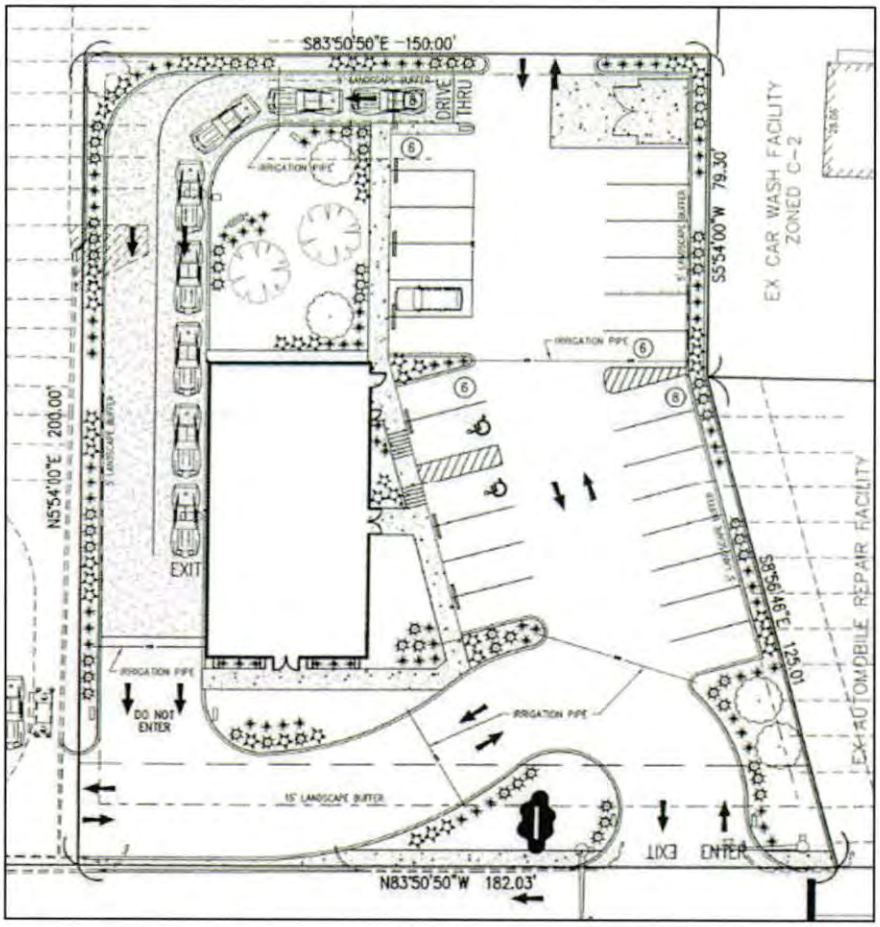


Figure 1: Original drive-thru site plan approved for subject property.

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 Activity Center #5 (I-70/Zumbehl Interchange). The proposed drive-thru 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 2412 W 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. 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/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.

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 and business (Abelardo's Mexican Food) only for the property located at 2412 W Clay 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.

3. Any required landscaping, including trees and shrubs, that has died shall be replaced prior to issuance of a Certificate of Occupancy.

Recommended Motion:

Motion to forward the Conditional Use Permit application for in-vehicle sales (drive-thru) associated with a permitted restaurant use at 2412 W Clay 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.

TACOS



BIG TACOS

- CARNE ASADA — Steak w/ Guac & Pico — $3.99
- CARNITAS — Shredded Pork w/ Guac & Pico — $3.99
- ADOBADA — Marinated Pork w/ Guac & Pico — $3.99
- CABEZA — Beef Cheek w/ Onion & Cilantro — $4.30
- BEEF — Ground Beef, Shredded Cheese & Lettuce — $3.30
- FISH — Pico, Ranch & Lettuce — $3.99
- POLLO ASADO — Grilled Chicken w/ Guac & Pico — $3.99
- CHICKEN — Chicken, Lettuce & Cheese — $3.30
- LENGUA — Tongue w/ Onion & Cilantro — $4.30
- FRIED TACO — Ground Beef or Chicken — $3.30
- TRIPE TACO — Beef Tripe w/ Onion & Cilantro — $4.30
- TACO SALAD — w/ Beans, Pico, Lettuce, Shredded Cheese, Sour Cream & Choice of Meat — $9.99

STREET MINI TACOS

ORDER OF 4 $11.50 | ORDER OF 5 $12.50

CHOICES: STEAK, TRIPA, ADOBADA, CHORIZO, TONGUE, CABEZA, GRILLED CHICKEN, MARINATED PORK

EXTRA TACO $2.75 — Fresh Onion, Cilantro, Fried Onions, & Fried Jalapeño

TOSTADAS

WITH BEANS, LETTUCE & CHEESE

- CARNE ASADA — $5.50
- CARNITAS — $5.50
- ADOBADA — $5.50
- BEAN — $3.50
- BEEF — $5.50
- CHICKEN — $5.50
- GRILLED CHICKEN — $5.50

ENCHILADAS

WITH LETTUCE & CHEESE

- SINGLE — $3.70
- CHEESE — $7.40
- BEEF — $7.40
- CHICKEN — $7.40
- MIXED — $7.40

Breakfast

PLATES Served with Rice and Beans

- CHORIZO C/HUEVO — Mexican Sausage & Eggs — $13.00
- HAM OMELETTE — Ham, Grilled Pico & Cheese — $11.49
- STEAK OMELETTE — Steak, Grilled Pico & Cheese — $11.49
- STEAK RANCHERO — Diced Steak, Grilled Pico & 2 Fried Eggs — $11.49
- HUEVOS RANCHEROS — Grilled Pico & 2 Fried Eggs — $10.49

Breakfast BURRITOS

STUFFED W/ CHEESE, POTATOES & YOUR CHOICE OF:

- POTATO EGG — $10.49
- CHORIZO EGG — $11.49
- STEAK EGG — $11.49
- SAUSAGE EGG — $11.49
- HAM AND EGG — $11.49
- BACON EGG — $11.49
- HASH BROWN — Sausage, Bacon, Egg — $12.49
- MACHACA — Shredded Beef w/ Peppers — $11.49
- MEAT LOVERS — Steak, Chorizo, Sausage, Bacon & Egg — $13.49

BURRITOS



SMOTHER ANY BURRITO FOR $1.99 +TAX
Choice of queso, enchilada sauce or hatch green chile

- BEAN & CHEESE — Beans & Cheese Burrito — $7.10
- CLASSIC CARNE ASADA — Steak, Guacamole, Pico — $11.49
- TRADICIONAL CARNE ASADA — 8oz Diced Steak, Onion, Cilantro, Rice and Beans — $11.49
- CARNE ASADA FRIES — Steak, Fries, Guac, Pico, Cheese, S. Cream & Beans — $12.49
- CHICKEN — Chicken in Red Sauce with Rice, Lettuce, & Cheese — $11.49
- CARNITAS — Shredded Pork w/ Guacamole & Pico — $12.49
- GROUNDBEEF — Beef, Beans & Cheese — $11.49
- ADOBADA — Marinated Pork, Guacamole, Pico Rice & Beans — $12.49
- ARIZONA — Diced Steak, Potatoes, Grilled Pico & Cheese — $11.49
- GREEN CHILE — Pork W/ Green Sauce & Rice — $12.49
- FISH — Lettuce, Ranch & Pico de Gallo — $11.49
- CHILE RELLENO — Chile Relleno, Guacamole, Pico, Rice & Beans — $11.49
- SPICY DIABLO — Steak, Shrimp, Lettuce, Sour Cream, Rice & Fries — $13.49
- POLLO ASADO — Grilled Chicken, Guacamole, Pico, Rice & Beans — $12.49
- SHRIMP — Shrimp, Lettuce, Sour Cream, Rice & Fries — $13.49
- VEGGIE — Beans, Rice, Guacamole, Pico, Lettuce & Cheese — $10.49
- CABEZA — Beef Cheek, Beans, Rice, Onions & Cilantro — $12.49
- LENGUA — Beef Tongue, Beans, Rice, Onions & Cilantro — $12.49
- TRIPA — Beef Tripe, Beans, Rice, Onions & Cilantro — $12.49
- CALIFORNIA — Diced Steak, Frenchfries, Pico & Cheese — $11.49
- NEBRASKA — Marinated Pork, Grilled Pico, Potatos & Cheese — $11.49
- IOWA — Chicken, Grilled Pico, Potatoes & Cheese — $11.49
- FAJITA — Steak or Chicken Fajitas, Beans & Rice — $12.49
- CHICKEN CHIPOTLE — Chicken, Rice, Fries, Pico, Lettuce & Sour Cream — $13.49
- STEAK RANCHERO — Steak, Grilled Pico, Sauce, Rice & Beans — $11.49
- SHRIMP FAJITA — Shrimp, Veggies, Cheese, Rice & Beans — $13.49
- BIRRIA — Birria, Rice, Beans, Onion & Cilantro — $12.49
- TAKIS BURRITO — Steak, Fries, Cheedar Cheese, Jalapeño, Queso, Takis — $12.49
- SURF & TURF — Steak, Shrimp, Grilled Onion, Rice Chipotle Sauce and Mayo — $13.49

QUESADILLAS

- CARNE ASADA — Diced Steak — $11.00
- ADOBADA — Marinated Pork — $11.00
- MAR Y TIERRA — Steak & Shrimp — $12.49
- CHICKEN — Shredded Chicken — $11.00
- GROUND BEEF — $11.00
- CHEESE — $7.00
- CARNITAS — Shredded Pork — $11.00
- FAJITA — Chicken or Steak — $12.49
- POLLO ASADO — Grilled Chicken — $11.00

ROLLED TAQUITOS



- 3 W/CHEESE — $4.19
- 3 W/GUAC & CHEESE — $5.19
- 5 W/CHEESE — $7.19
- 5 W/GUAC & CHEESE — $8.19
- 12 W/CHEESE — $12.00
- 12 W/GUAC & CHEESE — $13.00
- 3 FLAUTAS W/GUAC & S.CREAM — $6.19

BIRRIA SPECIALTY

CONSOME SIDE

- BIRRIA BURRITO — $12.49
- 3 BIRRIA TACOS — w/Onion & Cilantro — $13.99
- 3 QUESO TACOS — w/Onion & Cilantro — $14.99
- BIRRIA PLATE — Includes Rice & Beans — $15.99



RICE BOWLS

ADD AVOCADO FOR: $2.00

- CARNE ASADA RICE BOWL — Carne Asada, White Rice, Black Beans, Corn Salsa, Lime & Pico — $12.49
- POLLO ASADO RICE BOWL — Grilled Chicken, White Rice, Black Beans, Corn Salsa, Lime & Pico — $12.49
- SHRIMP RICE BOWL — Shrimp, White Rice, Black Beans, Corn Salsa, Lime & Pico — $12.49
- ULTIMATE BREAKFAST — Egg(Scrambled) Hash Brown, Fajita, Sausage, Bacon, Queso Dip, Shredded Cheese, Served in our Flour Tortilla Bowl — $13.99
- CHILAQUILES RICE BOWL — Red Chilaquiles(Mild Red Sauce) 2 Fried Eggs, Sour Cream, Onion, Cilantro, Queso Chihuahua — $12.49
- TEXAS RICE BOWL — Steak, Shrimp, Chicken, Rice, Queso Dip, Fajita, Mix & Cheese — $13.99

TORTAS

$10.49 +TAX

Mexican Sandwich - Choice of meat, Guacamole, Lettuce, Onion & Tomato



- CARNE ASADA — Diced Steak
- CARNITAS — Shredded Pork
- ADOBADA — Marinated Pork
- CHICKEN — Shredded Chicken
- MACHACA — Shredded Beef & Egg
- FISH TORTA — Lettuce, Pico & Ranch
- HAM TORTA
- POLLO ASADO — Grilled Chicken
- CHORIZO CON HUEVO — Mexican Sausage and Egg

Nachos and FRIES

- COWBOY — Cheese, Grilled Chicken, Sour Cream, Grilled Jalapeños
- * WAKE UP! — 2 Eggs, Bacon, Sour Cream, Guac & Cheese
- * BIRRIA — Birria, Beans, Guac, Pico, S.Cream & Cheese

SPECIALTIES



- "OG" ASADA — Steak, Beans, Guac, Pico, S.Cream & Cheese
- * SURF & TURF — Steak, Shrimp, Sour Cream, Guac & Mayo Chipotle
- * FAJITAS — Fajitas Steak, Beans, Guac, Pico, S.Cream & Cheese
- * SPICY DIABLO — Steak, Shrimp, Diablo Sauce, Guac & Sour Cream

REGULAR NACHOS AND FRIES OPTIONS:

CHOOSE FROM: BEEF, CHICKEN, STEAK OR PORK

INCLUDES: BEANS, GUAC, PICO, S.CREAM & CHEESE

1/2 SIZE $11.49 | FULL SIZE $13.49

SPECIALTY PRICING: $1 UPCHARGE

CHIPS W/QUESO $5.00 CHIPS W/SALSA $3.20
PLAIN CHIPS $3.00

COMBOS

ALL COMBOS INCLUDES: RICE AND BEANS

N.1 $12.49 +TAX TACO & TOSTADA	N.2 $12.49 +TAX TWO BEEF TACOS	N.3 $12.49 +TAX TWO ENCHILADAS
N.4 $12.49 +TAX TOSTADA & ENCHILADA	N.5 $12.49 +TAX ENCHILADA & TACO	N.6 $12.49 +TAX BURRITO & ENCHILADA
N.7 $13.49 +TAX 2 BEEF OR CHICKEN BURRITOS	N.8 $13.49 +TAX TWO CARNE ASADA TACOS	N.9 $12.49 +TAX TWO CHICKEN TACOS
N.10 $13.00 +TAX CHORIZO PLATE	N.11 $12.49 +TAX MACHACA PLATE	N.12 $13.00 +TAX TWO CHILES RELLENOS
N.13 $12.49 +TAX TWO FISH TACOS	N.14 $13.00 +TAX CARNITAS PLATE	N.15 $13.49 +TAX CARNE ASADA PLATE
N.16 $14.49 +TAX ADOBADA PLATE	N.17 $14.49 +TAX GREEN CHILE PLATE	N.18 $15.49 +TAX 2 CARNE ASADA BURRITOS
N.19 $12.49 +TAX 4 ROLLED TAQUITOS PLATE	N.20 $14.49 +TAX CHIMICHANGA PLATE	N.21 $13.49 +TAX POLLO ASADO PLATE
N.22 $13.49 +TAX FAJITAS-CHICKEN OR STEAK PLATE	N.23 $15.49 +TAX FAJITAS MIXED PLATE	N.24 $13.49 +TAX TWO FAJITA TACOS
N.25 $12.49 +TAX 4 CHICKEN FLAUTAS PLATE	N.26 $12.49 +TAX BEEF OR BURRITO & TACO	

Abelardo's



SIDE ORDERS

SHREDDED CHEESE	$1.10
QUESO DIP	$3.10
GUACAMOLE	$2.99
SOUR CREAM	$1.20
CARROTS & JALAPEÑOS	$2.10
RICE	$4.19
BEANS	$4.19
FRENCH FRIES	$4.19

DESSERTS

PLAIN CHURRO	$2.00
FILLED CHURRO BAVARIAN CREAM, RASPBERRY, APPLE	$3.00
CHEESECAKE CHIMICHANGA	$6.00
CINNAMON CHIPS	$2.49

Jalapeño POPPERS

CRISPY JALAPEÑO PEPPERS FILLED WITH CREAM CHEESE

3 FOR $3.99 +TAX

6 FOR $6.99 +TAX

Drinks

JARRITOS	$3.00
MEXICAN COCA COLA	$3.50

ABELARDO'S REFRESHERS

Horchata, Tamarindo, Jamaica, Piña

MEDIUM $3.00 LARGE $3.50

SOFT DRINKS

Other Products Also Available

MEDIUM $2.54
LARGE $2.84



*Whether dining out or preparing food at home, consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of food borne illness.

$7 KIDS Menu

YOUR CHOICE OF: TACO, ENCHILADA, 5 CHICKEN NUGGETS, CHEESE: QUESADILLA/OMELETTE
DRINK: JUICE BOX

SIDES: FRENCH FRIES OR BEANS

A LA CARTE

CAMARONES A LA DIABLA	$15.49	1 TAMALE	$3.19
1 CHILE RELLENO	$3.19	SOPE	$3.19

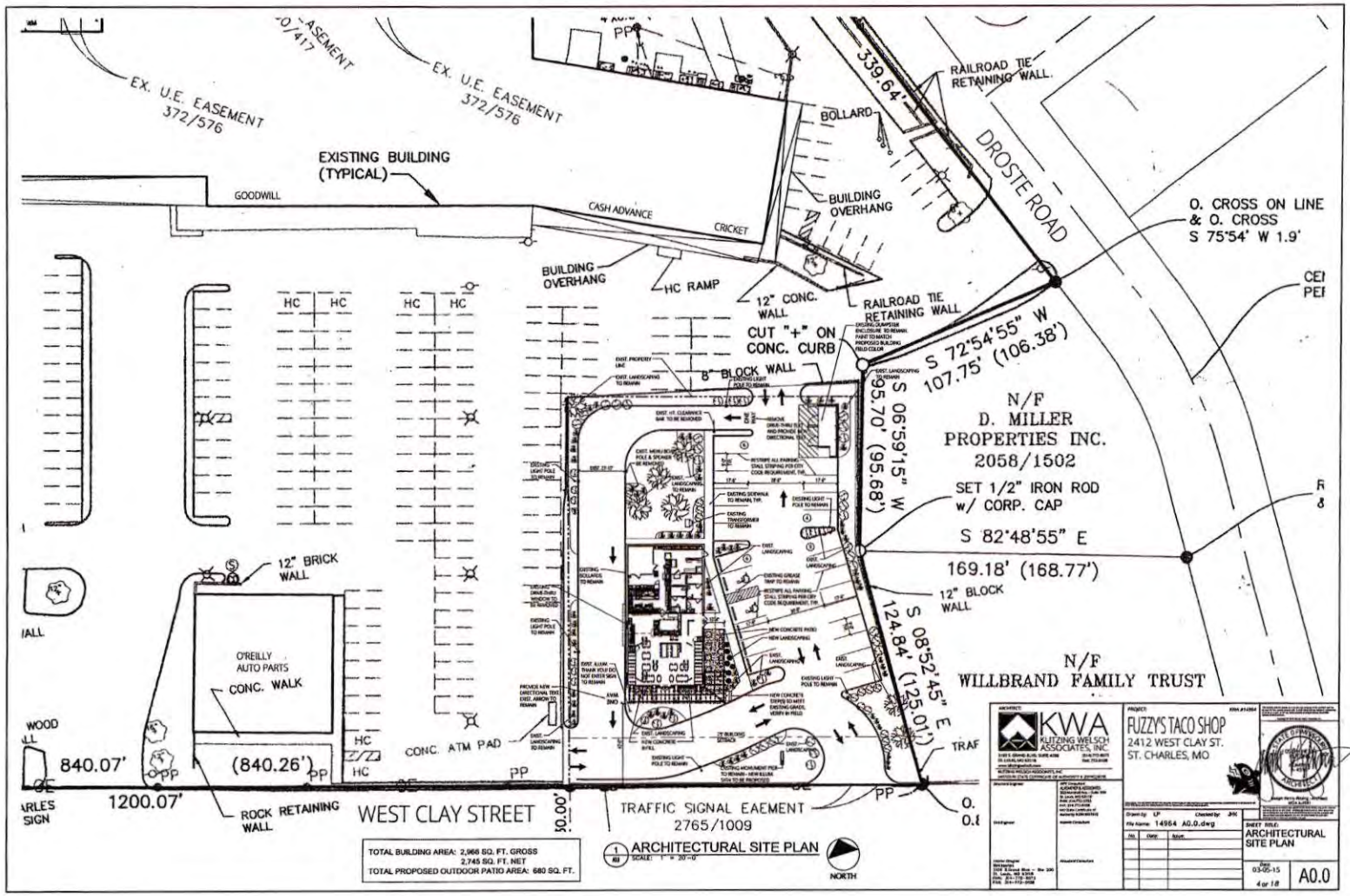
Abelardo's®

TAKE OUT MENU

VIEW OUR

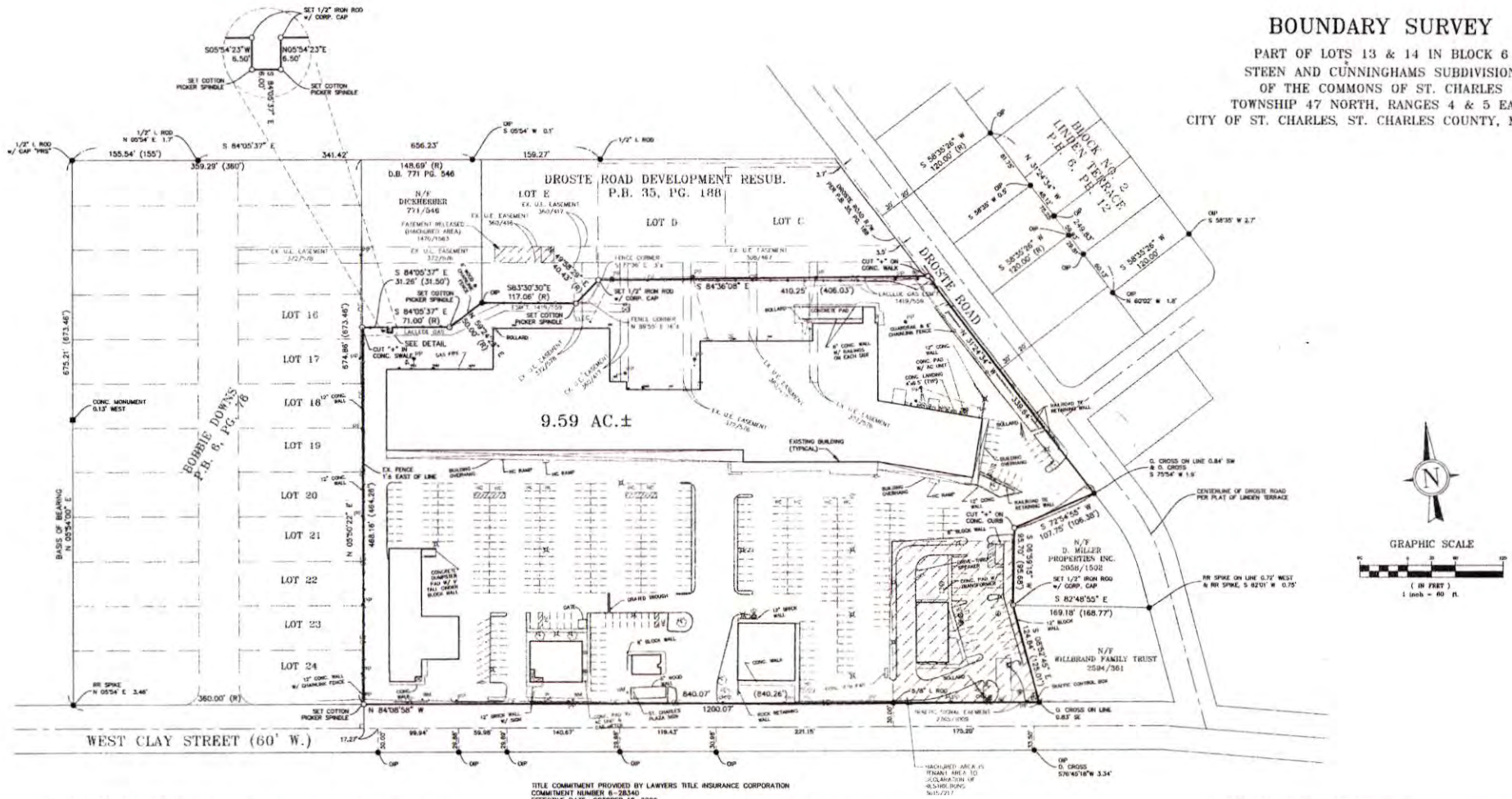
Locations

ABELARDOSMEXICANFOOD.COM


EX. U.E. EASEMENT
372/576
EX. U.E. EASEMENT
372/576
EXISTING BUILDING
(TYPICAL)
GOODWILL
CASH ADVANCE
CRICKET
BUILDING
OVERHANG
HC RAMP
12" CONC.
WALL
RAILROAD TIE
RETAINING WALL
BOLLARD
BUILDING
OVERHANG
339.64'
RAILROAD TIE
RETAINING WALL
DROSTE ROAD
O. CROSS ON LINE
& O. CROSS
S 75°54' W 1.9'
CUT "+" ON
CONC. CURB
8" BLOCK WALL
S 72°54'55" W
107.75' (106.38')
S 06°59'15" W
95.70' (95.68')
N/F
D. MILLER
PROPERTIES INC.
2058/1502
SET 1/2" IRON ROD
w/ CORP. CAP
S 82°48'55" E
169.18' (168.77')
12" BLOCK
WALL
S 08°52'45" E
124.84' (125.01')
N/F
WILLBRAND FAMILY TRUST
12" BRICK
WALL
O'REILLY
AUTO PARTS
CONC. WALK
CONC. ATM PAD
840.07'
(840.26')
1200.07'
ROCK RETAINING
WALL
WEST CLAY STREET
TRAFFIC SIGNAL EAEMENT
2765/1009
HC
PP
TOTAL BUILDING AREA: 2,966 SQ. FT. GROSS
2,745 SQ. FT. NET
TOTAL PROPOSED OUTDOOR PATIO AREA: 680 SQ. FT.
ARCHITECTURAL SITE PLAN
SCALE: 1" = 20'-0"
NORTH
KWA
KLITZING WELSCH
ASSOCIATES, INC.
FUZZY'S TACO SHOP
2412 WEST CLAY ST.
ST. CHARLES, MO
ARCHITECTURAL
SITE PLAN
03-05-15
A0.0

BOUNDARY SURVEY

PART OF LOTS 13 & 14 IN BLOCK 6
STEEN AND CUNNINGHAMS SUBDIVISION
OF THE COMMONS OF ST. CHARLES
TOWNSHIP 47 NORTH, RANGES 4 & 5 EAST
CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI.



1. CLASS OF PROPERTY: URBAN
2. BEARINGS, DISTANCES AND/OR ACREAGE SHOWN IN ( ) OR DENOTED BY (R) IS INFORMATION OF RECORD.
3. THE CENTERLINE OF DROSTE ROAD IS SHOWN ACCORDING TO LINDEN TERRACE SUBDIVISION AS RECORDED IN PLAT BOOK 6, PAGE 12 OF THE ST. CHARLES COUNTY RECORDS USING THE FOUND MONUMENTATION WITHIN BLOCK NUMBER 2 AS SHOWN.
4. THE NORTH LINES OF THE SUBJECT TRACT WERE RE-ESTABLISHED ACCORDING TO DEED OF RECORD FOR THE DICKHERBER RECORDED IN BOOK 771, PAGE 546 AND THE RESUB. OF DROSTE ROAD DEVELOPMENT RECORDED IN PLAT BOOK 35, PAGE 18B USING THE FOUND MONUMENTATION ALONG THE NORTH LINE OF SAID SUBDIVISION AND MONUMENTS ALONG THE WESTERLY PROLONGATION OF SAID NORTH LINE.
5. THE ENTIRE SUBJECT TRACT IS COVERED BY EXISTING BUILDINGS OR EXISTING PAVEMENT.
6. THIS IS A RESURVEY OF A TRACT AS DESCRIBED IN DEED BOOK 4089, PAGE 1706 OF THE ST. CHARLES COUNTY RECORDS EXCLUDING THAT PORTION AS DESCRIBED BY DEED BOOK 2058, PAGE 1502.

TITLE COMMITMENT PROVIDED BY LAWYERS TITLE INSURANCE CORPORATION
COMMITMENT NUMBER 6-28340
EFFECTIVE DATE: OCTOBER 18, 2006

SCHEDULE B – SECTION 2 ITEMS REVIEWED AS FOLLOWS (ONLY THE ITEMS NOT MARKED "DELETE" AS PROVIDED WERE EXAMINED):

ITEM 8) EASEMENTS GRANTED TO UNION ELECTRIC COMPANY BY INSTRUMENTS RECORDED IN BOOK 308, PAGE 467, BOOK 360 PAGE 416, BOOK 360 PAGE 417, BOOK 372 PAGE 576 AND BOOK 372 PAGE 578. EASEMENT IN BOOK 308 PAGE 467 DOES NOT AFFECT THE SUBJECT PROPERTY AS DESCRIBED, IT DOES AFFECT THE ADJOINING PROPERTY TO THE NORTH (PART OF ORIGINAL TRACT) AS SHOWN AND MAY BENEFIT THE SUBJECT TRACT FOR PROVIDING UTILITIES. DOCUMENT RECORDED IN BOOK 360 PAGE 416 DOES NOT AFFECT THE SUBJECT PROPERTY AS DESCRIBED, HOWEVER THE DOCUMENT MENTIONS 3 STRIPS OF GROUND BUT ONLY DESCRIBES ONE 20 FOOT EASEMENT THAT IS NORTH OF THE SUBJECT PROPERTY AS SHOWN (SIMILAR NOTATION AS IN PREVIOUS EXPLANATION FOR DOCUMENT RECORDED IN BOOK 308 PAGE 467). PORTIONS OF EASEMENTS MENTIONED IN DOCUMENT RECORDED IN BOOK 360, PAGE 417 DOES AFFECT THE SUBJECT PROPERTY AS SHOWN. PORTIONS OF EASEMENTS RECORDED IN BOOK 372 PAGE 576 AFFECT THE SUBJECT PROPERTY AS SHOWN, INCLUDING PORTIONS OF THE EASEMENTS ENCROACH INTO THE EXISTING BUILDING AS SHOWN. PORTION OF EASEMENTS RECORDED IN BOOK 372, PAGE 578 AFFECT THE SUBJECT PROPERTY AS SHOWN, INCLUDING A PORTION OF THE EASEMENT AFFECTS THE BUILDING AS SHOWN.

ITEM 11) NOTICE OF EASEMENTS TO LACLEDE GAS COMPANY AS RECITED IN DEEDS RECORDED IN BOOK 524 PAGE 943, BOOK 524 PAGE 947 AND BOOK 536 PAGE 748. ALL OF THESE DOCUMENTS MAKE THE PROPERTY SUBJECT TO ANY RIGHTS OR EASEMENTS THAT MAY EXIST BUT DO NOT INDICATE ANY RECORDED DOCUMENTS. LOCATION OF EXISTING UTILITIES, INCLUDING GAS LINES WAS NOT PART OF THIS SURVEY. SEVERAL OF THE UTILITY LINES AND APPURTENANCES FALL OUTSIDE OF THE RECORD EASEMENTS SHOWN.

ITEM 20) EASEMENT GRANTED TO LACLEDE GAS COMPANY BY INSTRUMENT RECORDED IN BOOK 1419 PAGE 559. AFFECTS THE SUBJECT PROPERTY AS SHOWN.

ITEM 23) PERMANENT TRAFFIC SIGNAL EASEMENT GRANTED TO THE CITY OF ST. CHARLES, MISSOURI ACCORDING TO INSTRUMENT RECORDED IN BOOK 2785 PAGE 1009. AFFECTS THE SUBJECT PROPERTY AS SHOWN.

ITEM 25) DECLARATION OF RESTRICTIONS RECORDED AUGUST 29, 2003 IN BOOK 3615 PAGE 217. AFFECTS THE SUBJECT PROPERTY AS INDICATED IN THE DOCUMENT WITH THE TENANT AREA SHOWN HEREON. OWNER SHOULD HAVE THEIR ATTORNEY REVIEW THE DOCUMENT TO DETERMINE AFFECTS.

CERTIFICATE OF SURVEY & ACCURACY

THIS IS TO CERTIFY THAT DURING SEPTEMBER, 2006 AT THE REQUEST OF ST. CHARLES PARTNERSHIP, L.P., WE HAVE EXECUTED A PROPERTY BOUNDARY SURVEY OF A TRACT OF LAND BEING PART OF LOTS 13 & 14 IN BLOCK 6 OF STEEN AND CUNNINGHAMS SUBDIVISION OF THE COMMONS OF ST. CHARLES IN TOWNSHIP 47 NORTH, RANGES 4 & 5 EAST IN THE CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI.

I HEREBY CERTIFY THAT THIS PLAT WAS DRAWN FROM A SURVEY PERFORMED UNDER MY SUPERVISION IN ACCORDANCE WITH THE CURRENT "MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS" OF THE MISSOURI DEPARTMENT OF NATURAL RESOURCES AND DEPARTMENT OF ECONOMIC DEVELOPMENT.

BUESCHER DITCH & ASSOCIATES, INC.; L.C. 2001010600-D

BY: MARK A. DITCH, PLS 2225

12/04/07

BOUNDARY SURVEY
2402 WEST CLAY, ST. CHARLES
BUESCHER DITCH & ASSOC., INC.
CIVIL ENGINEERING AND SURVEYING
2 EAST FIFTH STREET, SUITE 200
P.O. BOX 621
WASHINGTON, MISSOURI 63090
Ph. (636) 239-8255
Fax (636) 239-7661

DATE:	NO.	REVISIONS	DRAWN BY:	CHKD. BY:	DATE:	JOB NO.#	SHEET NO.
12/04/07	1	TITLE COMMITMENT	GLS	MAD	09-21-06	06056	1 OF 1

RCA FORM (OFFICE USE ONLY)

MEETING/DATE: 4/7/2026

Regular ☒ Special ☐ Work Session ☐

ATTACHMENT: YES ☒ NO ☐

Report ☒ Resolution ☐ Ordinance ☐

Bill # N/A

Request for Council Action

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

Description:

Case No. CU-2024-20. (XRP Homes, LLC) An application to amend an existing Conditional Use Permit from §400.290(C)(5) specifically to expand a meeting facility use and §400.290(C)(2) for the addition of Liquor Sales within FD/FHP Frenchtown District/Frenchtown Historic Preservation District located at 1106 N 2nd Street. The subject property is located in Ward 1.

Contract Extension/Renewal: Yes ☐ No ☒

Information Paper Attached: Yes ☐ No ☒

Staff Recommendation: Approve ☒ Disapprove ☐

Board/Committee/Commission Recommendation: Approve ☒ Disapprove ☐

Summary:

This amended Conditional Use Permit request is to expand a meeting facility use to include an outdoor patio area and the approval of a liquor sales use to serve alcoholic beverages during events. The proposed patio is slated for Site Plan review at Landmarks March 23, 2026 meeting (application EC-2026-18).

The proposed liquor sales would be accessory to the principal event venue use. At this time, the applicant has not submitted a liquor license application in conjunction with the request for approval of the liquor sales use. While it is common City practice to process liquor license applications concurrently with the associated land use approval, this is not required by City code and may occur at a later date.

The Planning and Zoning Commission held a public hearing on this item at their March 9, 2026 meeting where the applicant spoke. There was one speaker from the public who spoke in favor of this application. The Commission forwarded a recommendation for approval to the City Council (7 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. Finance Dir. N/A Dir. of Admin.

CU-2024-20: 1106 N. 2nd Street – Amended Recommended Conditions

1. This amended conditional use permit for the expansion of a meeting facility use and the addition of a liquor sales use is issued to the applicant (XRP Homes LLC) and business (Riverside Events) only for the property located at 1106 N 2nd Street and is not transferable to another location and/or tenant/business.

2. Any change to the submitted proposal, including but not limited to hours of operation, expansion of use to additional indoor or outdoor space, etc. may require additional City approval.

3. This establishment shall maintain the occupancy limitation as established by the Fire Marshal.

4. 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.

5. Liquor sales shall not occur independent of the primary business use and shall only be accessory to the submitted event space.

6. Non-compliance with any building codes, property maintenance codes, fire codes or conditions of this approval is grounds for revocation of the conditional use approval.

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

AGENDA ITEM #9

STAFF REPORT
NO. CU-2024-20
AMENDED CONDITIONAL USE
MEETING FACILITY & LIQUOR SALES
1106 N. 2ND STREET

MARCH 9, 2026
BY MADELYN P. BROWN

APPLICANT/OWNER:	XRP Homes LLC 610 Hawthorne Dr Farmington, MO 63640
ADDRESS/LOCATION:	1106 N. 2nd Street Ward 1
ACREAGE/SIZE:	5,400 square feet (overall)
CURRENT ZONING:	FD/FHP Frenchtown District within the Frenchtown Historic Preservation District overlay
PROPOSED USE:	Meeting Facility and Liquor Sales

SUMMARY/ANALYSIS

This request is to amend a previously approved Conditional Use application for a meeting facility (La Rivière Events) located at 1106 N. 2nd Street. The property is located within the FD/FHP Frenchtown District within the Frenchtown Historic Preservation District overlay. The FD District requires approval of a Conditional Use Permit for Meeting Facilities. At the October 28, 2024 meeting, the Planning and Zoning Commission recommended approval of the applicant's request for a new meeting facility, with final approval granted by the City Council on November 19, 2024. The applicant is requesting approval to expand the meeting facility to include an outdoor patio area. Additionally, the applicant seeks approval of a liquor sales use to serve alcoholic beverages during events. All previously approved conditions of the Conditional Use Permit shall remain in effect unless otherwise amended through this request. The hours of operation will remain as previously approved.

Meeting Facility Expansion
The applicant has submitted a site plan for the addition of a 592 square foot patio space to the north of the existing building. The patio will serve as outdoor seating during events. Additionally, a new restroom is proposed within the existing building footprint to accommodate the expanded use. This addition constitutes an expansion of the existing conditional use approval by extending the boundaries of the use into new space. Because this property is located within the Extended Historic Preservation District, a review of a Site Plan 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 March 23, 2026 meeting. The site plan has been included as an attachment for reference.

Liquor Sales
The applicant has submitted a request for approval of a liquor sales use as part of this conditional use amendment and expansion. Per the applicant's attached statement, beverage services are proposed to be offered as part of event packages at the venue and will include beer, wine, and cocktails. Currently, the venue permits patrons to bring their own food and beverages. The applicant is now proposing to provide beverage service and catered food in conjunction with scheduled private events. No food preparation will occur on site. Food and beverages will not be available independently to the general public. The proposed liquor sales would be accessory to the principal event venue use and, therefore, the venue would not be classified as a bar.

At this time, the applicant has not submitted a liquor license application in conjunction with the request for approval of the liquor sales use. While it is common City practice to process liquor license applications concurrently with the associated land use approval to streamline the overall review process, this is not a requirement of City code. Therefore, the liquor license application may be submitted and reviewed at a later date.

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 #21 (Frenchtown). The proposed uses at this location is in general conformance with the density and activity guidelines provided above.

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 1) and 2), Conditional Uses are not allowed by-right as they can be problematic if not located and/or conditioned properly. In this case, the proposal is located on N 2nd

Street, adjacent to Activity Center #21. This intensity pattern is consistent with the goals of the Comprehensive Plan, and the amended use at this location could continue to 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 continue to not have an adverse impact on the character of the neighborhood, public safety and general welfare of the city.

d) Whether the proposed conditional use maintains the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property as directed by the Comprehensive Plan.
Staff believes the proposed expanded conditional use with added an added liquor sales use can be compatible within its commercial surroundings and should not produce negative effects to neighboring properties or the neighborhood. Staff believes this use will operate in a manner that is consistent with the area.

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

Staff believes the proposed conditional use expansion 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 residential zoning district to the east of N 2nd Street. 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 amended conditional use can operated 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 amended conditional use permit for the expansion of a meeting facility use and the addition of a liquor sales use, subject to the following conditions:

1. This amended conditional use permit for the expansion of a meeting facility use and the addition of a liquor sales use is issued to the applicant (XRP Homes LLC) and business (Riverside Events) only for the property located at 1106 N 2nd Street and is not transferable to another location and/or tenant/business.

2. Any change to the submitted proposal, including but not limited to hours of operation, expansion of use to additional indoor or outdoor space, etc. may require additional City approval.

3. This establishment shall maintain the occupancy limitation as established by the Fire Marshal.

4. 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.

5. Liquor sales shall not occur independent of the primary business use and shall only be accessory to the submitted event space.

6. Non-compliance with any building codes, property maintenance codes, fire codes or conditions of this approval is grounds for revocation of the conditional use approval.

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

Recommended Motion:

Motion to forward the amended Conditional Use Permit for the expansion of a meeting facility use and the addition of a liquor sales use at 1106 N 2nd Street to the City Council with a favorable recommendation, subject to the conditions recommended by staff.

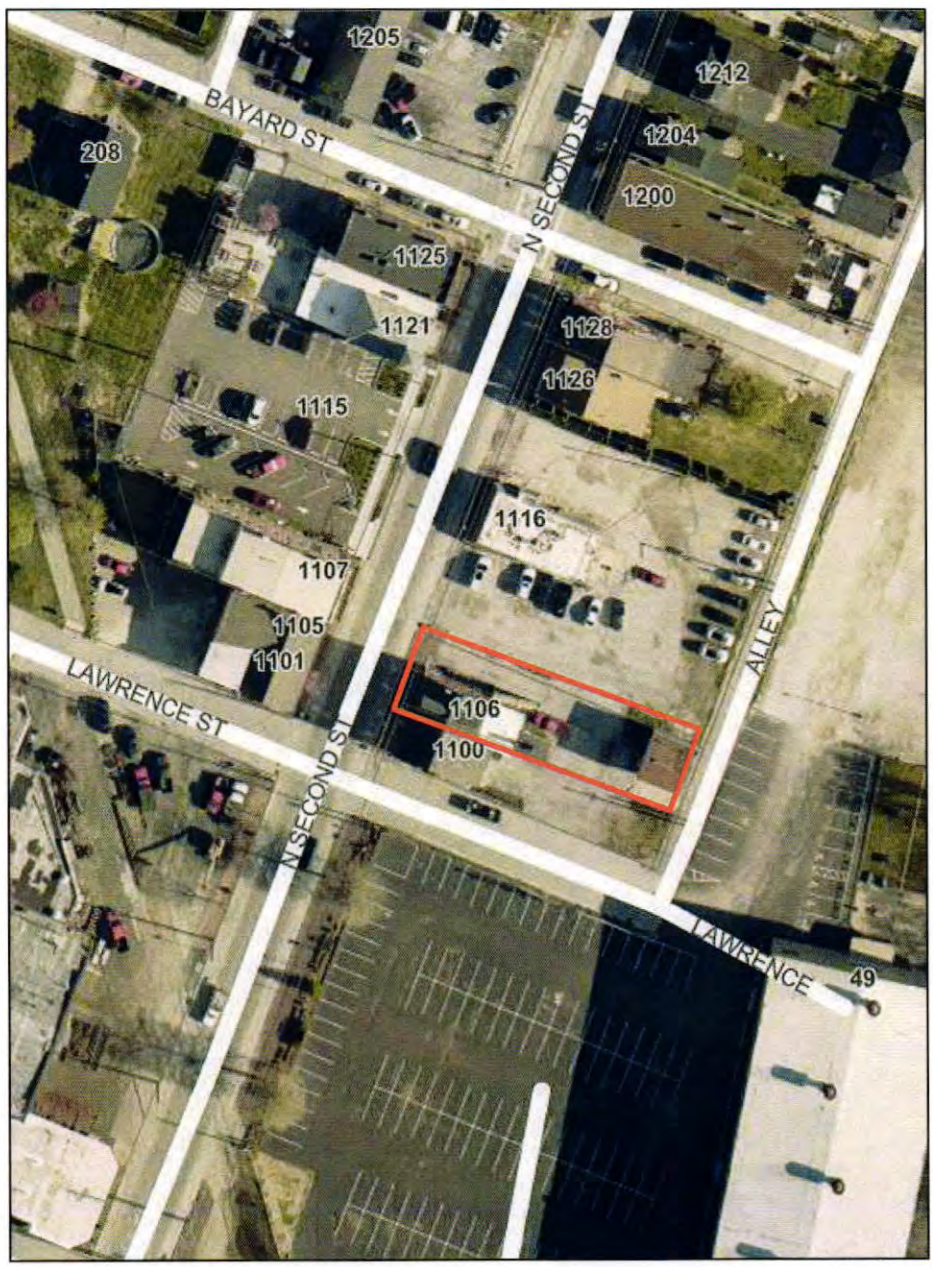


Figure 1: Aerial photo of the subject site.

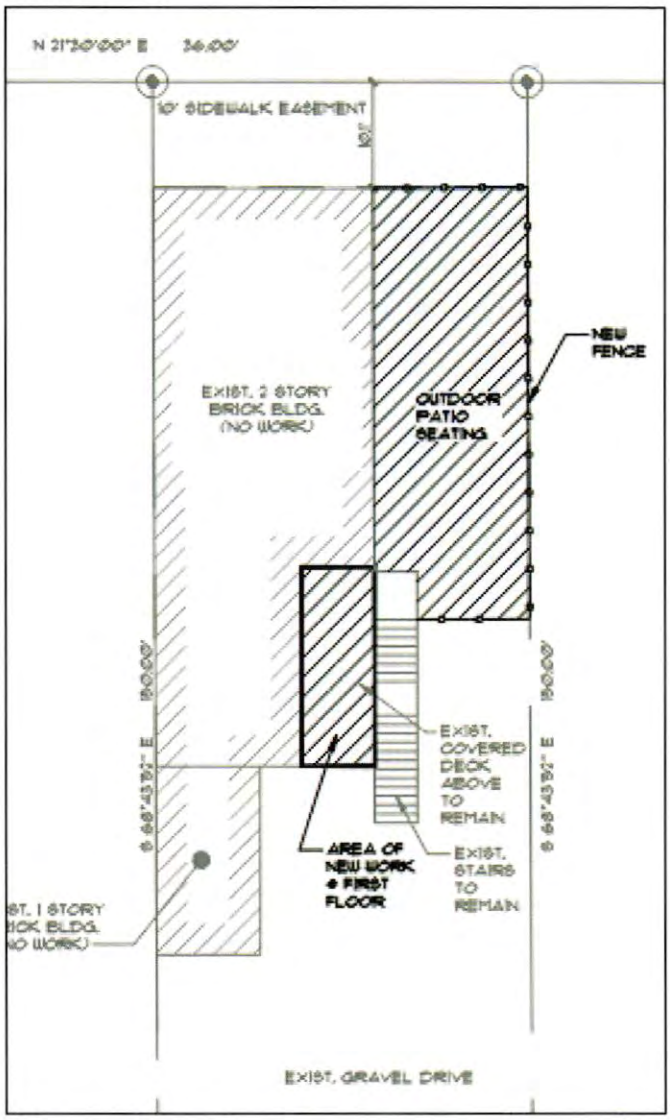


Figure 2: Submitted site plan.



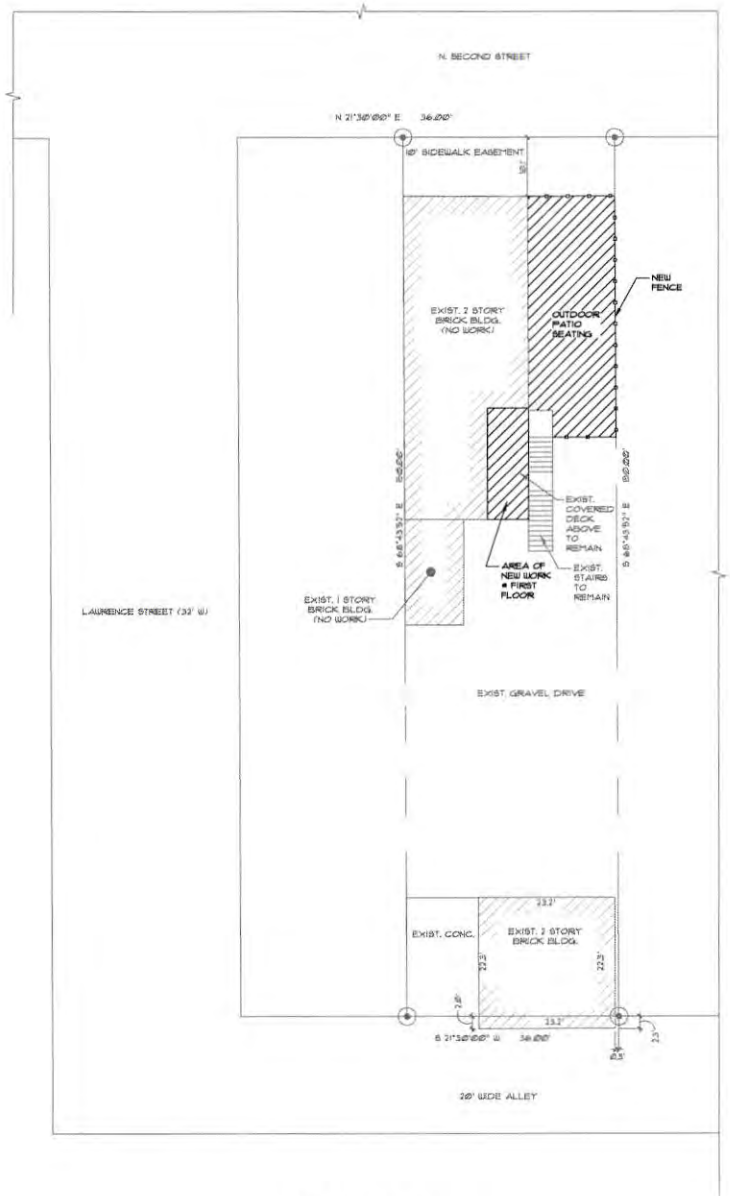
Figure 3: Street view of subject property.

Narrative of Proposed Use

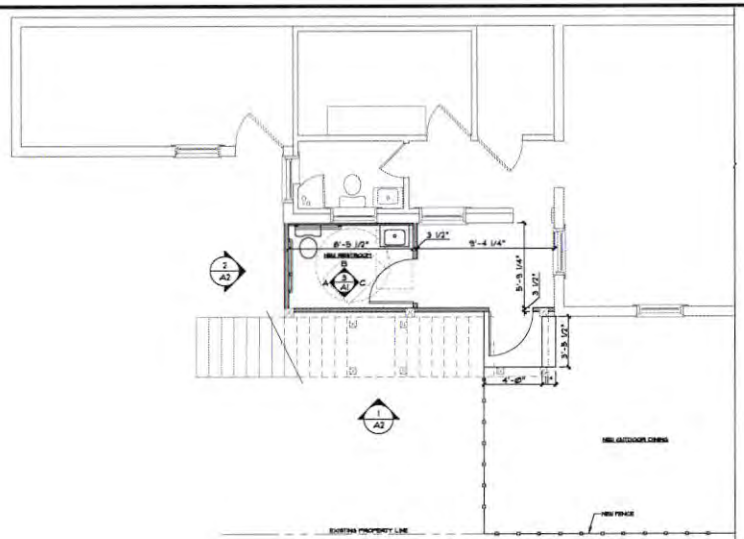
Marcia Randoll desires to increase the occupancy of 1106 N 2nd St, St Charles, MO 63301 by the addition of a second bathroom and the construction of an outdoor patio. La Rivière Events is an intimate, riverside event venue in the historic Frenchtown District of St. Charles, Missouri. The space blends French-inspired elegance with modern comfort—perfect for birthday parties, micro-weddings, corporate off-sites, and community meet-ups. La Rivière Events offers private events and is not open to the general public.

Additionally, Ms. Randoll is requesting to sell liquor in connection with events held at the venue. While guests are currently permitted to bring their own food and beverages, the venue is not authorized to sell either food or liquor. The Applicant therefore proposes to offer professionally catered food in conjunction with beverage service provided by the venue as part of event packages, enabling more comprehensive offerings for clients. For example, the venue may host themed events—such as a "Samba and Feijoada" night—where food is provided through professional catering, beverages are sold by the venue, and both may be included in all-inclusive ticket sales or sold to attendees during the private event. All events, whether ticketed or not, are private events and will not allow admission by the general public.

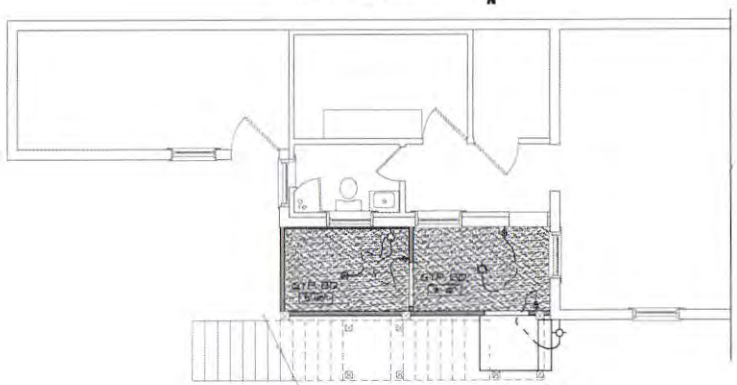
The Applicant plans to utilize third-party catering services for events held on the premises. Any on-site equipment will be limited to a simple warming oven used solely to heat or hold pre-prepared food; no food will be cooked or prepared from scratch on site. The venue will not operate as a restaurant and will not be open for regular food or drink service to the general public. Any food and liquor sales will occur only in connection with scheduled special events hosted at the venue.



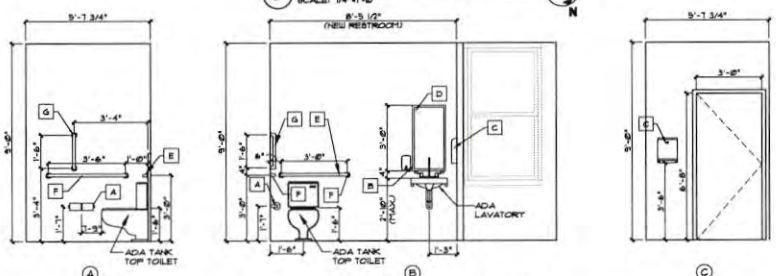
1 SITE PLAN
SCALE: 1"=10'



2 FLOOR PLAN
SCALE: 1/4"=1'-0"



3 REFLECTED CEILING PLAN
SCALE: 1/4"=1'-0"



4 BATHROOM ELEVATIONS
SCALE: 3/8"=1'-0"

Progress Print 1-13-2026 Progress Set - NOT FOR CONSTRUCTION

STEPHEN J. HOLLANDER
MO Architect No. A-6126

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Restroom Addition for:
La Riviere Events
1106 N 2nd Street
St Charles, MO 63301

PROJECT NO.
225111

REVISIONS

NO.	DATE	ITEM

S.J. Hollander Architect
Stephen J. Hollander, AIA
59 First Capitol Drive
St. Charles, Missouri 63301
Phone (636) 947-4460
Missouri Architectural Corporation #000601

DATE
January 13, 2026

SHEET TITLE
Floor Plan and Details

SHEET NO.
A1

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 4/7/2026
Regular ☒ Special ☐ Work Session ☐
ATTACHMENT: YES ☒ NO ☐
Report ☒ Resolution ☐ Ordinance ☐

Bill # N/A

Request for Council Action

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

Description:
Case No. CU-2024-22. (Bench Racers – Frederick Stark & Stephanie Lai) An application to amend an existing Conditional Use Permit to include Liquor Sales via §400.290(C)(2) within the "FD/FPD" Frenchtown District and also within the Frenchtown Preservation District overlay located at 1801 N. 2nd Street. The subject property is located in Ward 1.

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

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

Summary:
The applicant, previously approved in 2024 for a temporary retail sales use allowing food trucks at 1801 N. 2nd Street, is now seeking a liquor license, which requires a Conditional Use Permit under Frenchtown District regulations. In response to staff concerns that the site could otherwise function as a bar use (prohibited in Frenchtown) if food trucks are absent, the applicant has incorporated a small prep kitchen and limited food menu within the primary structure to ensure continuous food service during all hours of liquor sales and maintain a restaurant classification. The proposal includes modified hours of operation that shift weekday openings later (9:00 PM) and extend weekend evening hours (10:00 PM). The applicant has also committed to ending outdoor music by 9:00 PM to mitigate potential impacts on nearby residential properties.

The Planning and Zoning Commission considered this item at their March 9, 2026 meeting where the applicant and property owner addressed the Commission and one(1) speaker in favor of the request. The Commission forwarded a recommendation for approval to the City Council (8 in favor, 0 opposed), subject to the attached conditions.

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

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

Case No. CU-2024-22 (Amended) Recommended Conditions:

1. This conditional use permit for Liquor Sales associated with a Restaurant use and Temporary Retail Sales (Food Trucks) is issued to the applicant (Jovial LLC – Frederick Stark and Stephanie Lai) and the business (Bench Racers) only for the property located at 1801 North 2nd 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, 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. Food service shall be continuously available during all hours of liquor sales, whether provided by food trucks or the primary structure. In the absence of available food service, liquor sales shall cease.
5. Hours of operation, more specifically the closing time, shall be limited to those listed in this report (9:00 PM on weekdays/10:00 PM on Friday and Saturday).
6. 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.
7. Violations of Chapter 600 (Liquor/Alcoholic Beverages) may be grounds for revocation of this Conditional Use.
8. Outdoor amplified music shall cease by 9:00 PM on all operating days, unless otherwise approved by the City in connection with a permitted special event.
9. Private events, festivals, or deviations from the approved hours of operation may require additional City approvals and shall comply with all applicable permit requirements.

Community Development

AGENDA ITEM #5

STAFF REPORT
CONDITIONAL USE NO. CU-2024-022
TEMPORARY RETAIL SALES (FOOD TRUCKS) & LIQUOR SALES
1801 NORTH 2ND STREET

MARCH 9, 2026
BY LARA BERRY

APPLICANT/OWNER:	Bench Racers Jovial LLC - Stephanie Lai & Fredrick Stark 1106 Evans Ave St. Charles, Missouri 63301
ADDRESS/LOCATION:	1801 North 2nd Street Ward 1
ACREAGE:	2.48 acres (overall)
CURRENT ZONING:	FD/FPD - Frenchtown District within the Frenchtown Preservation District
PROPOSED USE:	Temporary Retail Sales (Food Trucks) & Liquor Sales

SUMMARY/ANALYSIS

In 2024, the applicant was approved for a Temporary Retail Sales use to allow food trucks to operate at 1801 N. 2nd Street. At that time, the applicant indicated that a request for Liquor Sales approval would be submitted at a later date. Since that approval, the applicant has completed site improvements necessary to support an indoor/outdoor restaurant concept, including coordination with staff regarding indoor operations within the primary structure.

While this establishment was originally proposed as a food truck establishment, the owner is now requesting a liquor license. In accordance with the Frenchtown District regulations, any permitted or conditional use that requests a liquor license, must also obtain a Conditional Use Permit. Based on staff concerns that, in the event food trucks are not available, the establishment could function primarily as a bar (a use prohibited within the Frenchtown District), the applicant has worked with staff and a food service vendor to ensure food availability independent of food trucks.

Along with the outdoor site improvements (seating areas, additional restrooms, food truck parking, etc.), the applicant has installed a small prep-kitchen within the primary structure for serving a limited food menu. The limited food menu is intended to ensure continuous food availability during all hours of liquor service and to maintain compliance with the restaurant use classification within the Frenchtown District. The proposed food menu includes pulled pork and brisket sandwiches, chips, snack bars, and crackers. Along with these food items, the applicant intends to

sell water, soda, and alcoholic beverages such as beer, seltzers, and single shot liquor/spirits. The applicant also notes that these items will be served in aluminum containers and plastic cups; however, there is no intention to serve draft beer.

As approved in the original application, the applicant intends to have a variety of different food truck vendors, two (2) full-time trucks and three (3) that will rotate; however, the new proposal slightly alters the proposed hours of operation. These changes are outlined in the table below:

	Previous Request	**Current request**
Monday	Closed	Closed
Tuesday	Closed	Closed
Wednesday	12:00 – 9:00 PM	4:00 – 9:00 PM
Thursday	12:00 – 9:00 PM	4:00 – 9:00 PM
Friday	12:00 – 9:00 PM	4:00 – 10:00 PM
Saturday	12:00 – 9:00 PM	12:00 – 10:00 PM
Sunday	12:00 – 7:00 PM	12:00 – 9:00 PM

Overall, the revised hours shift weekday operations later into the afternoon while modestly extending weekend evening hours. The applicant has indicated that food trucks may operate earlier in the day (as early as 10:00 AM) if available; however, the primary structure and liquor sales will be limited to the hours listed above. The food truck will operate all year round, and this business will operate in compliance with Section 400.480 pertaining to temporary retail sales.

While the Frenchtown Preservation District does not include explicit music regulations similar to those in the Historic Downtown District, such standards are intended to mitigate potential secondary impacts on nearby residential properties. The applicant has stated that all outdoor music will cease by 9:00 PM during normal business operations. Hours may change during festivals, holidays, and for private events; to which the applicant has stated they will coordinate with the City.

Staff additionally notes that any land use that requires liquor sales, within the Frenchtown District, shall cease operations by 11:00 PM and due to the potential negative secondary effects of the location and operations of establishments that predominantly sell intoxicating beverages, the City Council may place additional regulations on these uses to reduce or eliminate these effects, including, but not limited to, additional limits on hours of operation, separation and location restrictions, other nuisances, and the manner of operation. Staff believes the proposed hours of operation are reasonable given the site's location along a primarily commercial corridor and its proximity to surrounding residential neighborhoods; however, the Planning & Zoning Commission may wish to discuss whether additional limitations are appropriate.

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, promote compatibility, and support the City's long-term goals for balanced growth. Proposed new uses should be judged based upon their distance from the nearest activity center and/or sub-district, their 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 intersection of North 2nd Street and Tecumseh Street, which is within Activity Center #21. The Frenchtown Activity Center is bordered by North 3rd Street to the west, Hwy 370 to the north, the Missouri River to the east, and Clark St to the south, and will be anchored by the City Centre Complex. This property is located in a predominantly commercial corridor of the City, surrounded to the west by residential. Based upon the subject property's location, it has been identified and planned that more intense uses should be appropriate. Within the Comprehensive Plan, as described above, adjacency to nodes/activity centers is 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, an indoor/outdoor restaurant with food trucks and liquor sales would be supported by the Comprehensive Plan.

Consistency with Other Area Studies

The Frenchtown area has received numerous attention over the years, with multiple area studies being accomplished to assist in redevelopment efforts. This section is devoted to the review of the proposal against these sub-area studies

Frenchtown Great Streets (June 2020)

In 2020, the City Council formally accepted and approved the findings and the plan for the Frenchtown Great Streets Plan. This plan was a local effort with support from area residents, the City, St. Charles County, and East-West Gateway Council of Governments to provide a framework for the revitalization effort of Frenchtown. This plan is the most current vision of future development compared to the city's Comprehensive Plan (amended in 2012). The approved Great Street Plan outlines four (4) district plan categories, each accompanied by its own set of goals aimed at fulfilling the mission of the plan. The following paragraphs discuss how the proposed business is in harmony with both the plans and the accompanying goals.

Development Assets

- **Goal 3: Establish sub-districts within Frenchtown - Proposal meets this goal**
  Six (6) districts are defined under Goal 3 of Development Assets. These districts identify and group unique characteristics within Frenchtown to better guide development. The subject property is located in the area identified as the "New Frenchtown."
  DA 03.04 Establish the New Frenchtown District – The plan identifies a strategic vision for the New Frenchtown District that involves an opportunity to create a new redevelopment node with a focus on new mixed-use construction and other contemporary uses, through a mix of adaptive reuse and progressive infill, which would create an eclectic and hip energy that new construction alone is unlikely to provide.

  Staff Analysis: *The proposal is consistent with the strategic vision of the New Frenchtown District. By including the adaptive reuse of the historic Texaco building, the project facilitates the creation of a new entertainment center that may encourage more*

redevelopment in the surrounding area.



Figure 1: Frenchtown Sub-districts map.

- **Goal 4: Encourage New Development**
  As addressed earlier, The Frenchtown Great Streets Plan puts emphasis on adaptive reuse development as well as new infill developments. The proposed projected business assists with the specific recommendations outlined in the Great Street Plans, including:
  - DA 04.03 Establish a Redevelopment District - Establishing a redevelopment district will help actualize a bigger vision for the area that would require assembly, shared parking, infrastructure improvements, and high quality development.

  Staff Analysis: *The proposed business plan aligns with the goals of encouraging new development within the Frenchtown Preservation District. By reactivating an underutilized highly-visible property, the project will significantly incentivize additional redevelopment in an area that consist largely of vacant lots.*

- **Goal 5: Create the catalytic development**
  Catalyst sites and projects are those that, if realized, can trigger further investment in adjacent or nearby areas creating a ripple effect that can have profound impact on the community as a whole. New real estate development in itself generates new market activity and vibrancy, but also signals to future investors that market conditions are sound. Catalyst sites (single parcels or assembled) are typically those of scale with considerable development capacity.

- DA. 05.04 New Frenchtown sites – New Frenchtown contains a number of potential development opportunity sites along North Second and Tecumseh Streets, but the best short-term catalyst sites are the two 1.8-acre sites situated along the east side of North Second Street between Olive and Wilkinson Streets. Both sites are significantly underutilized real estate that, if assembled, would lend itself to more mixed-use "whole-block" development that is in proximity of the parks and river, but also provides new marketable retail services along North Second Street.

Staff Analysis: *The proposed business is within the potential development sites and directly aligns with the goal of creating a catalytic development by facilitating the redevelopment in the area. This project is adjacent to parks, river access, and will activate an underutilized block along North 2nd 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:

1) 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.

2) 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 1) and 2), 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 1801 North 2nd Street, within Activity Center #21 (Frenchtown) and near Activity Center #14 (Hwy 370/N. 3rd Street/N. Hwy 94 Interchange). This intensity pattern is consistent with the goals of the Comprehensive Plan, and the Frenchtown Great Streets Plan and the proposed use at this location could operate in conformance with the density, intensity, and activity guidelines provided above.

3) 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.

4) Whether the proposed conditional use maintains the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property as

directed by the Comprehensive Plan.

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

5) 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.

6) 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 and operated in compliance with City Codes, 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 uses comply with the above standards.

STAFF RECOMMENDATION

This conditional use can operated 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 Temporary Retail Sales (Food Trucks) and Liquor Sales, subject to the following conditions:

1. This conditional use permit for Liquor Sales associated with a Restaurant use and Temporary Retail Sales (Food Trucks) is issued to the applicant (Jovial LLC – Frederick Stark and Stephanie Lai) and the business (Bench Racers) only for the property located at 1801 North 2nd 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, 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. Food service shall be continuously available during all hours of liquor sales, whether provided by food trucks or the primary structure. In the absence of available food service, liquor sales shall cease.
5. Hours of operation, more specifically the closing time, shall be limited to those listed in this report (9:00 PM on weekdays/10:00 PM on Friday and Saturday).
6. 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.

7. Violations of Chapter 600 (Liquor/Alcoholic Beverages) may be grounds for revocation of this Conditional Use.
8. Outdoor amplified music shall cease by 9:00 PM on all operating days, unless otherwise approved by the City in connection with a permitted special event.
9. Private events, festivals, or deviations from the approved hours of operation may require additional City approvals and shall comply with all applicable permit requirements.

Recommended Motion:

Motion to forward the amended application CU-2024-22 to the City Council with a ***favorable*** *recommendation, subject to the conditions recommended by staff.*



Figure 2: Subject Site seen from North 2nd Street



Figure 3: Aerial Photo of the Subject Property.

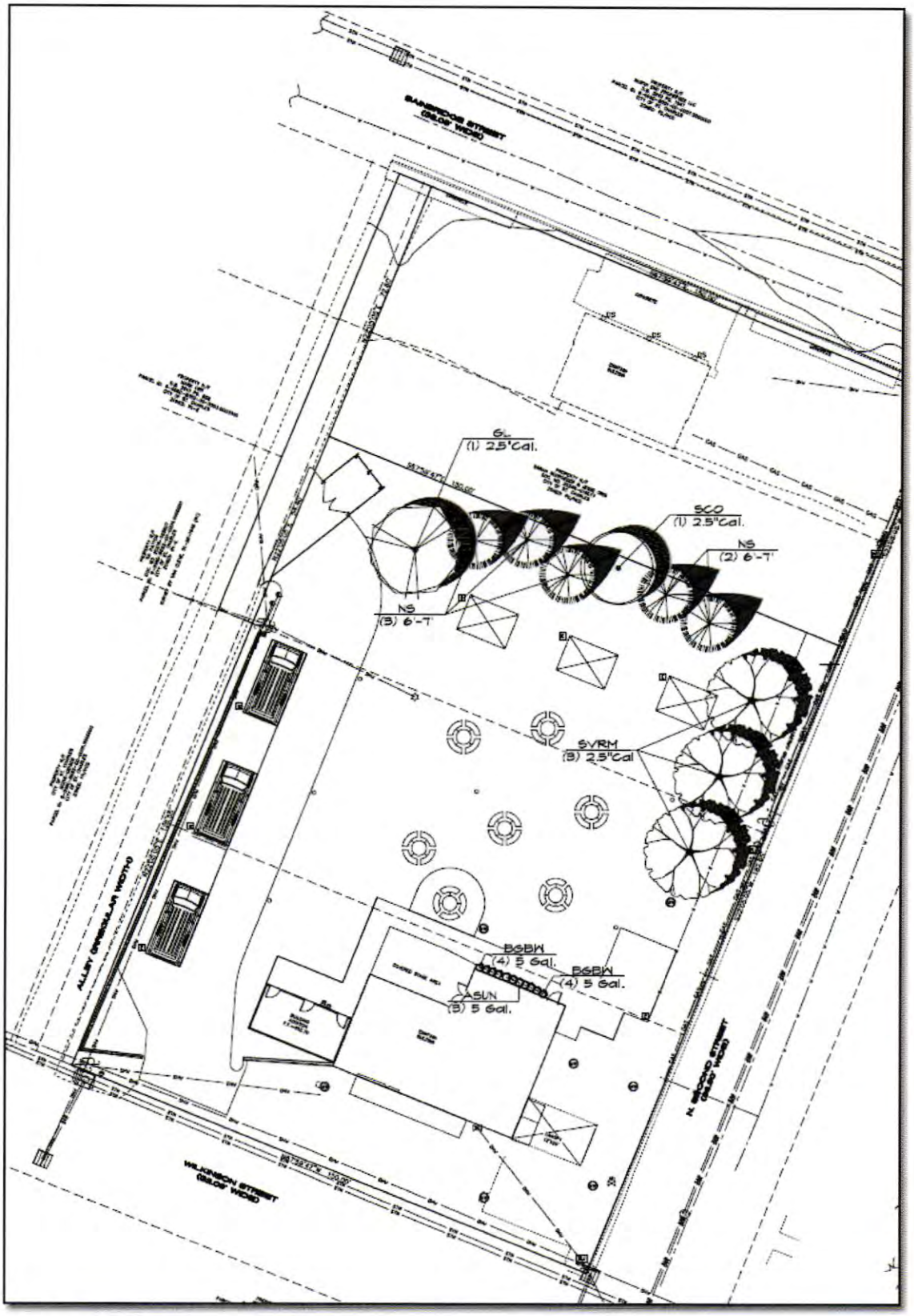
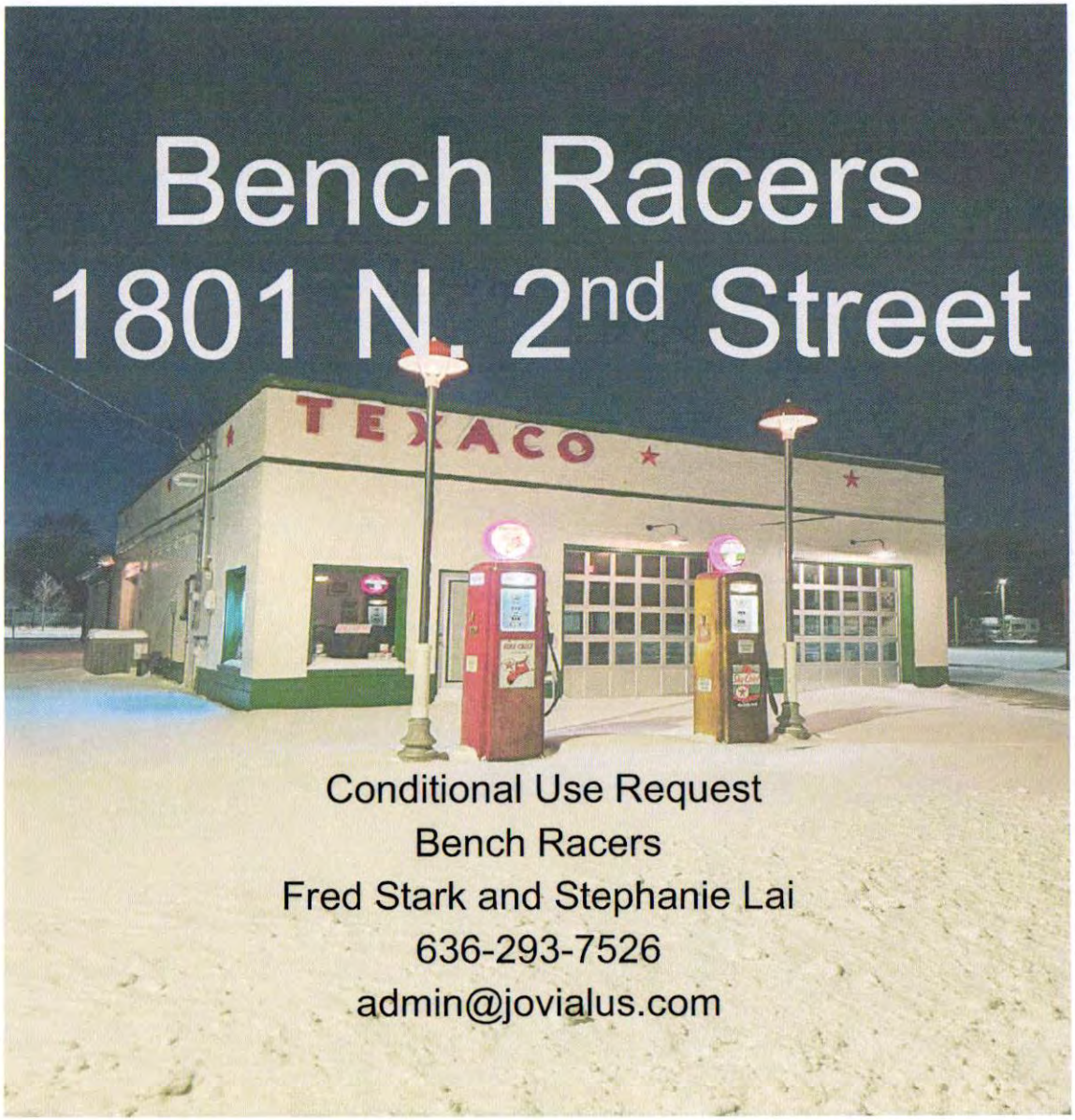


Figure 4: Site Plan of Location.

Bench Racers
1801 N. 2nd Street



Conditional Use Request

Bench Racers

Fred Stark and Stephanie Lai

636-293-7526

admin@jovialus.com

Request to sell alcohol at Food Truck Venue

- 1801 N building will house a bar that serves aluminum bottle beer and seltzers
  - Will also serve single shots of spirits in plastic cups
  - Water and selection of soda will be available
  - Site will not have draft beer served inside of building
- 1801 building will serve prepared food from vendor
  - Pulled Pork and Brisket sandwiches with bag of chips
  - Snack bars and crackers also available for single sales
- Alcohol serving hours
- Wednesday and Thursday 4 to 9 pm
- Friday 4 to 10 pm
- Saturday noon to 10 pm
- Sunday noon to 9 pm

Current pictures of building





Exterior





Exterior

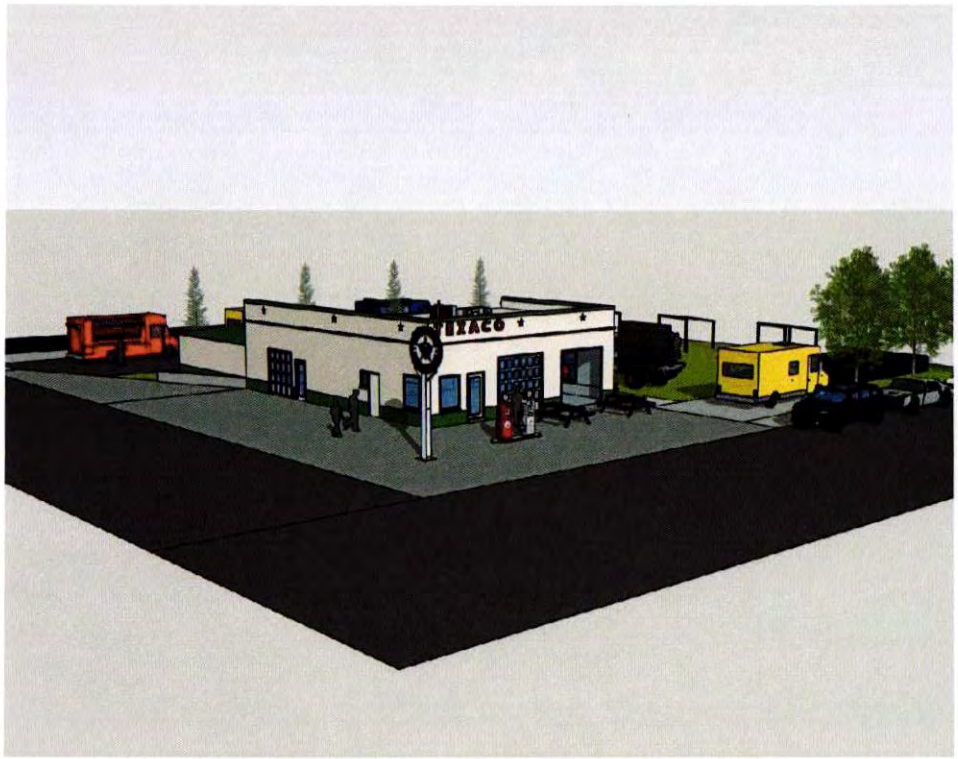




Interior

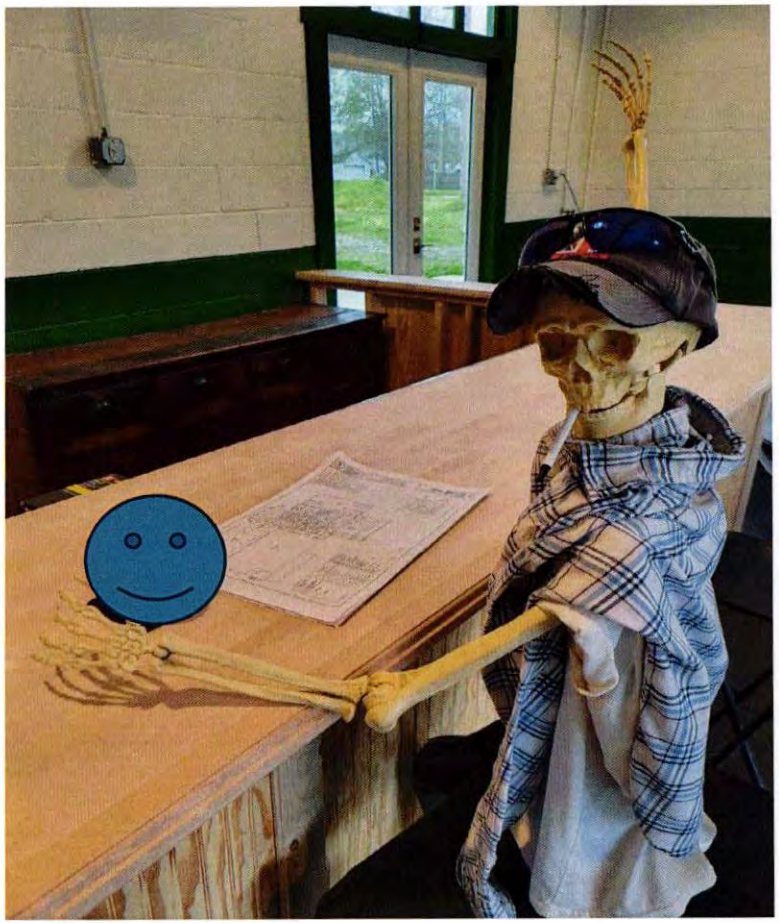
Interior

Rendering not to scale





Looking forward to meeting the neighbors



RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 4/7/2026
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☑ Resolution ☐ Ordinance ☐

Bill # N/A

Request for Council Action

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

Description:
LIQUOR LICENSE APPLICATION PUBLIC HEARING NOTICE

Case No. LL-2026-7
Applicant: Frederick Stark, Jovial, LLC d/b/a Bench Racers, at 1801 N Second St.
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 Frederick Stark for the grant of a liquor license for Bench Racers, St. Charles, located at 1801 N Second St. The license applied for is the sale of alcoholic beverages at retail by the drink for consumption on the premises where sold, of all kinds of alcoholic beverages, including the sale of alcoholic beverages in the original package. Also to sell same on Sunday during hours allowed by the laws of the State of Missouri.

Staff Recommendation: Approved.

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

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

RCA prepared by: NAC/PB Dept. Dir. JAO Finance Dir. JAO Dir. of Admin. CJ

Docusign Envelope ID: 07A6124E-D9C5-4BE5-AC2C-523730D342BB

03/09/2026

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: ***Frederick Stark***
d/b/a: ***Bench Racers***
Location: ***1801 N 2nd Street***

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

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

Police Department:

[X] Approved Signature: DocuSigned by: George Grove 175BE0E5CF064AD... Date: 3/9/2026

[ ] Not Approved Reason(s): _____

Docusign Envelope ID: 07A6124E-D9C5-4BE5-AC2C-523730D342BB

03/09/2026

Liquor License Application Departmental Approval Form

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

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d/b/a: ***Bench Racers***
Location: ***1801 N 2nd Street***

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

Fire Department

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

Conditions of Approval: _____

Reason(s) for denial: _____

Signature: Signed by: Joe Gragnani _____ Date: 3/9/2026

Docusign Envelope ID: 07A6124E-D9C5-4BE5-AC2C-523730D342BB

03/09/2026

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: ***Frederick Stark***
d/b/a: ***Bench Racers***
Location: ***1801 N 2nd Street***

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 FD Historic Preservation District FPD Occupancy Permit No

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

Conditions of Approval _____

_____

Reason(s) for denial: _____

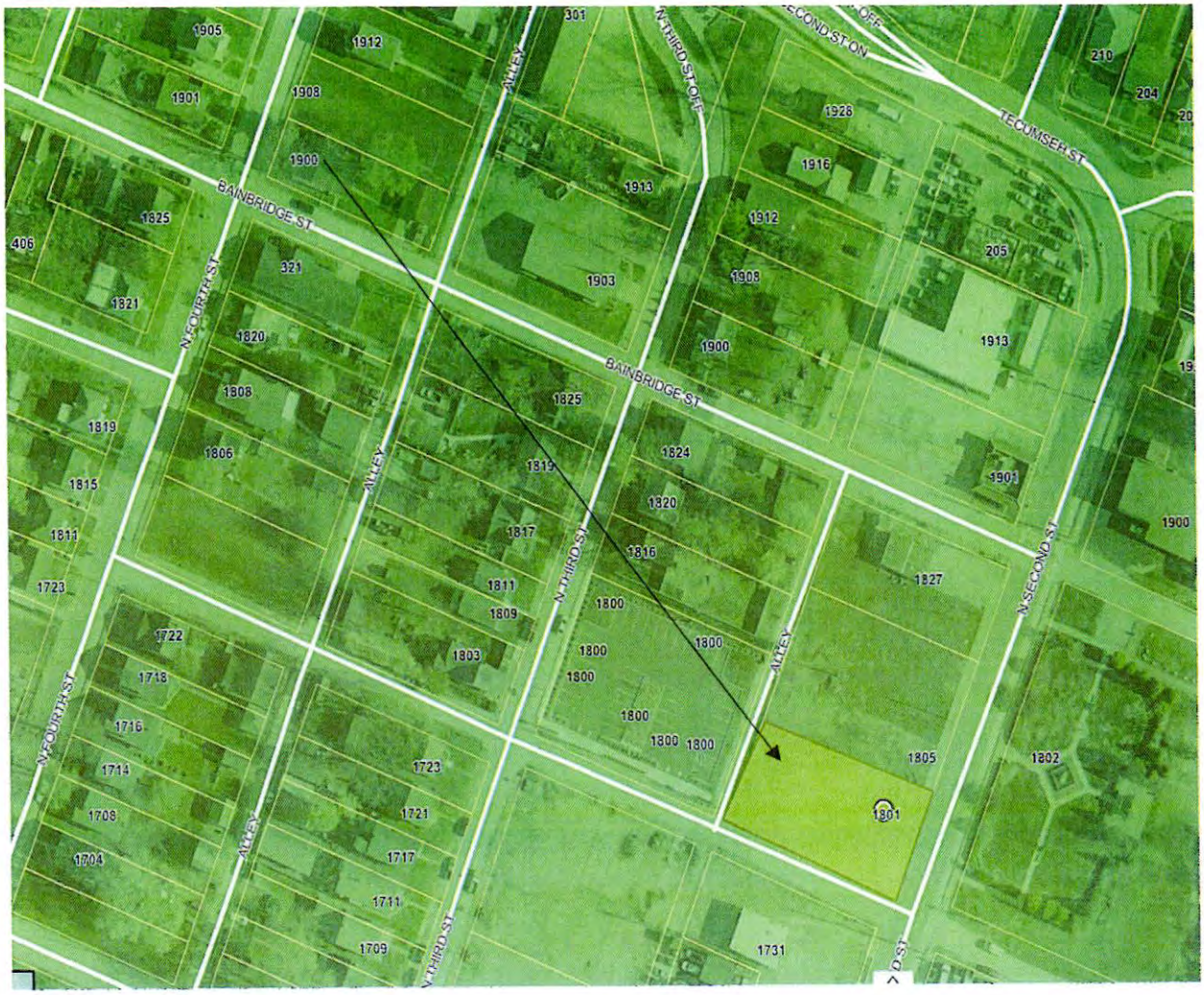
_____

Signature: DocuSigned by: Zachary Tusinger Date: 3/10/2026

Finance Department

☒ **Approved** Signature: DocuSigned by: Jennifer O'Connor Date: 3/10/2026

☐ **Not Approved** Reason(s): _____



SUBJECT – PROPERTY ADDRESS

BENCH RACERS 1801 N 2ND STREET

WARD 1 – BILL OTTO

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 4/7/2026
Regular ☒ Special ☐ Work Session ☐
ATTACHMENT: YES ☒ NO ☐
Report ☒ Resolution ☐ Ordinance ☒

Bill # 14077

Request for Council Action

Ward(s): 8 **Sponsor(s):** Michael Galba

Description:
Case No. PDA-2026-01. (Charlestowne Crossing, LLC) An application to amend an existing Planned Development district for a planned Senior Housing Facility and Congregate Care Facility development, specifically to establish the district entitlements within the PD-MU Planned Development Mixed-Use District. The subject property is located in Ward 8.

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

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

Summary:
The applicant has submitted a petition to amend an existing PD-MU Planned Development - Mixed Use for a new senior living development within the City of St. Charles. The property is 8.24 acres in total size and located at the southwest corner of Highway B and Boschertown Rd.

This amendment is to establish zoning entitlements and development standards through the submittal of a Preliminary Development Plan. A total of 190 units/beds are proposed, or 23.17 units per acre, with four (4) housing types to be constructed in three phases. Pending the approval of this amendment, a site plan application(s) will be submitted for review at a later date.

The Planning and Zoning Commission held a public hearing on this item at their March 9, 2026 meeting where the applicant spoke and there was one (1) speaker from the public in opposition, with concerns related to how the development may fit with the nearby single-family development. The Commission voted 6 in favor, 0 opposed and 2 abstention to forward the application to the City Council with a favorable recommendation.

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

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

AGENDA ITEM #8

STAFF REPORT
CASE NO. PDA-2026-01
CHARLESTOWNE SENIOR LIVING
PLANNED DEVELOPMENT AMENDMENT

NOVEMBER 11, 2025
BY MADELYN P. BROWN

APPLICANT:	Charlestowne Crossing, LLC 239 Fox Hill Road St. Charles, MO 63301
OWNER:	FHRA, LLC 239 Fox Hill Road St. Charles, MO 63301
ADDRESS/LOCATION:	Located at the southwest corner of Highway B and Boschertown Rd (Parcel ID # 5-116B-C390-00-000B.2000000) Ward 6
ACREAGE:	8.24 Acres
ZONING:	PD-MU Planned Development Mixed Use

REQUEST

The applicant has submitted a petition to amend an existing PD-MU Planned Development-Mixed Use for a new senior living development within the City of St. Charles. The property is 8.24 acres in total size and located at the southwest corner of Highway B and Boschertown Rd. This amendment is to establish zoning entitlements and development standards through the submittal of a Preliminary Development Plan. Pending the approval of this amendment, a site plan application(s) will be submitted for review at a later date.

BACKGROUND

The subject tract of land was originally a part of the New Town at St. Charles development during its establishment in 2003. As such, the subject parcel of land was zoned PD-MU, consistent with the zoning designation throughout New Town. Over time, plans for New Town evolved, and the development boundaries were reduced in response to market conditions. In 2017, 67 acres that were formerly a part of New Town were rezoned to the R-1E Single-Family Residential District to allow for construction of a new residential development by Charlestowne Crossing LLC. The subject tract, while also sold to Charlestowne Crossing LLC, remained zoned PD-MU for future

development. The original development entitlements, due to the removal from the New Town development applicable to this parcel, have also been removed. Now that the applicant is prepared to move forward with development of the site, an application has been submitted to reestablish entitlements of the PD-MU for the proposed senior living development.



Figure 1: Aerial view of subject site.

ANALYSIS

Overview

The applicant is proposing to amend the existing PD-MU to allow for a senior living development. The proposal includes four (4) housing types to be constructed in three (3) phases:

- Phase One (1) consists of a 42,600-square-foot Assisted Living facility.
- Phase Two (2) includes a 60,000 square foot Independent Living facility, as well as five groupings of attached dwellings totaling eleven (11) units.
- Phase Three (3) consists of a 40,000 square foot Long Term Care building.

Land Uses
Per the PD standards, a wide range of uses identified within the residential, commercial, and industrial zoning districts are permitted within a PD-MU Planned Development Mixed Use zoning; however, the applicant is specifically proposing a Senior Housing Facility and Congregate Care Facility use. If approved as submitted, no other uses would be permitted without an amendment to the request. Table 1, below, details the standards requested for this PD-MU Planned Development.

Requested PD-MU	
Permitted Uses	Senior Housing and Congregate Care Facility
Density	23.17 Units per acre (190 units/beds)
Front Yard Setback	25 ft
Side Yard Setback	25 ft
Rear Yard Setback	25 ft
Interior Lot Line Setback	0 Ft
Min. Distance Between Buildings	N/A
Max. Lot Coverage	57%
Max. Building Height	N/A

Table 1: Requested PD-MU Standards.

Density
The applicant is proposing a maximum density of 23.17 units per acre. The PD-MU zoning district regulations do not specifically establish maximum densities per acre. Additionally, there is not an underlying zoning district to establish density due to the existing PD zoning. In order to determine the appropriateness of the proposed density, Staff has analyzed the proposal through the lens of the new St. Charles Comprehensive Plan, "2026 Guiding STC", and nearby developments.

The Comprehensive Plan, originally adopted in 2002 and updated in 2026, recommends that land use decisions be based on a project's location and compatibility with surrounding development. In this case, the proposal is directly adjacent to the Charlestowne and New Town developments, and is closest to Activity Center #19 (North City). These nearby developments are high in density with a broad range of uses. Additionally, this is a growth-focused area within the City of St. Charles, with new residences and commercial development along Highway N 94. Therefore, higher density can be considered appropriate in this location. The proposed density is typical of senior living developments in similar contexts and is considered appropriate given the type of residential care and range of services provided on site. Additional evaluation of this proposal using the Comprehensive Plan as a guide has been provided on Pages 6 and 7, within the Compliance with the Comprehensive Plan section.

There are other approved multi-family developments within the general vicinity with densities comparable to or greater than what is being proposed. This includes the New Town Senior Living Facility at 3200 Granger Boulevard, which was proposed to include 132 dwelling units at a density of 32.12 units per acre; however, that development is no longer proposed. Also included are the Reed Crossing Apartments at 3451 Reed Crossing, with 108 dwelling units or 43.72 units per acre. Based on this comparison, the proposed density of this application is appropriate and can be consistent with the surrounding area and developments.



Figure 2: Subject property and nearby multi-family developments.

Architectural

The applicant has submitted sample images to provide examples for the architectural design and general appearance proposed for this development. These images have been provided below as reference only, and are not for review/approval of the Commission as a part of this application. During the forthcoming site plan submittal(s), additional renderings and elevations will be required which identify specific materials. The applicant has testified that the architectural design standards of the City will be met during the site plan approval stage.



Figure 3: Example design image.



Figure 4: Example design image.



Figure 5: Example design image.

Access/Transportation/Parking

Two (2) new access points are proposed for the site from Boschertown Road. The Fire Marshal has reviewed this plan and approves the proposed access. A traffic memo has also been submitted to the City which testifies that a traffic study is not required or warranted. The City's Engineering Department has reviewed the memo and accepts the memos findings (no traffic study required). Additionally, the sight distance at the proposed access point has been reviewed and found to be compliant with City standards, and the Engineering Department has approved the design as proposed.

Per the parking requirements identified in Section 400.670 of the Zoning Code, a Senior Housing Facility requires one (1) parking space per dwelling unit plus one (1) per each employee on the maximum shift. A Congregate Care Facility requires one (1) parking space per two (2) beds. Based on this calculation, one hundred forty-five (145) parking spaces would be required, which will be met per the provided plan.

Open Space/Amenities

A total of 3.58 acres (155,728 square feet) of open space has been provided on the overall 8.26 acre tract of land with the remaining 4.68 acres (203,142 square feet) acres being designated to structures and paved areas. This totals 43% open space and 57% site coverage. The PD-MU District permits a maximum site coverage of 70%. The proposed development complies with this standard, as the allowable site coverage has not been exceeded.

A courtyard space has been provided as an amenity available to residents within the Assisted Living building. Additional amenities will be identified during the approval of the site plan and future phasing approvals.

Buffering/Landscaping

In accordance with the PD-MU Planned Development – Mixed Use District standards, a 25 foot landscaped buffer is required along the perimeter of the development adjacent to residential uses/zoning. In this instance, residential use/zoning are adjacent only along the Boschertown Road

perimeter at the west side of the subject site. In accordance with this requirement, the plan depicts the required buffer along this property boundary. This buffer is intended to mitigate the effect of the proposed mixed use development on the existing/established development.

The Preliminary Development Plan has attested that the required one (1) tree per thirty (30) lineal feet will be planted within the required landscape buffer. Furthermore, the plan also states that all landscaping within parking areas will also be compliant with City code. Staff will review and certify compliance during site plan review.

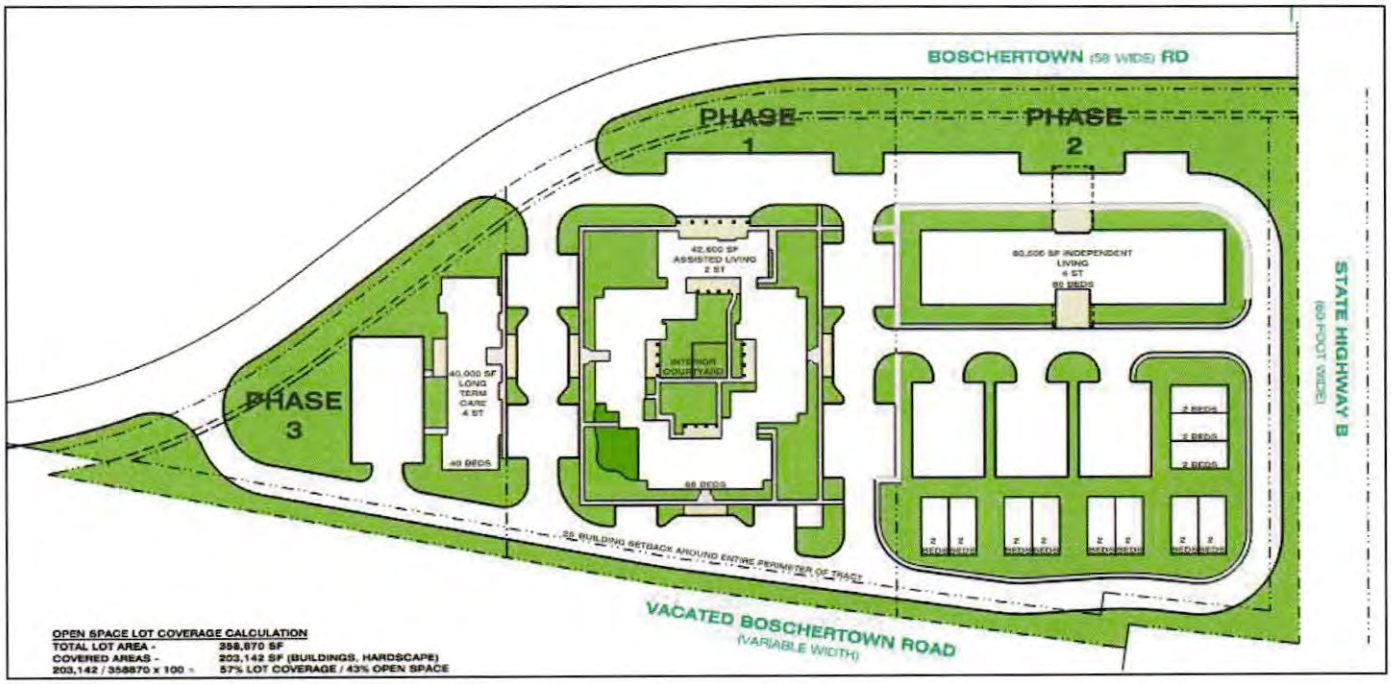


Figure 6: Preliminary Development Plan.

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.

As previously discussed within the density analysis (above, on Page 3), this property is closest to Activity Center #9 (North City). The proposed development is consistent with the surrounding development patterns and densities in the area. While the properties along Highway 94 and Highway B have historically consisted of farmland, largely in unincorporated county, there is a

clear pattern of redevelopment responding to the growing residential population. As mentioned above, the proposed density is typical of this style of development and would serve as an appropriate transition from nearby residential uses to existing and future commercial uses along Highway N 94.

The Department of Community Development considers this proposal to be generally consistent with the Updated 2026 Comprehensive Plan and compatible with surrounding land uses.

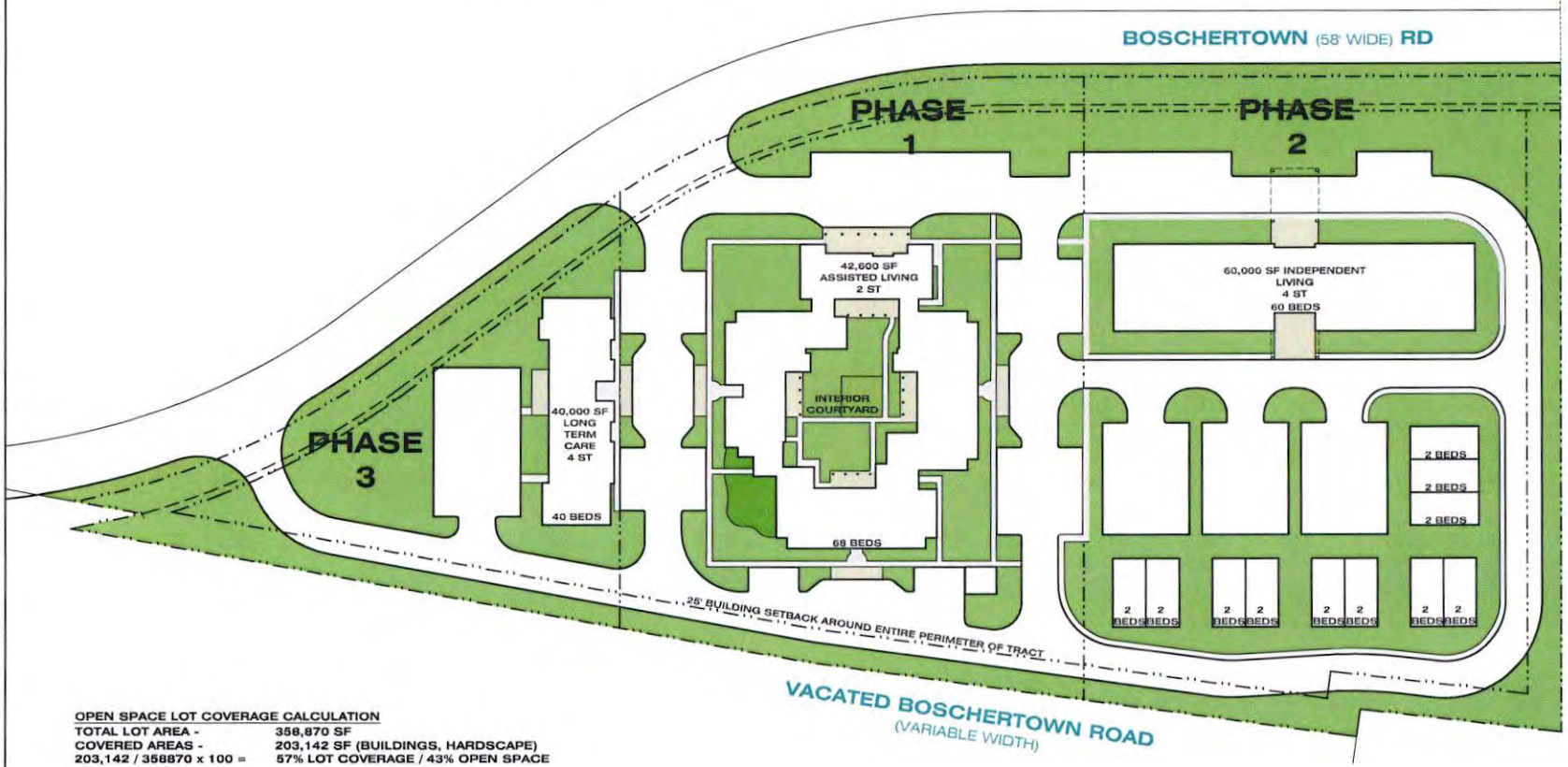
STAFF RECOMMENDATION

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

Recommended Motion:

1. *Motion to forward a recommendation of approval to the City Council for the Planned Development amendment PDA-2026-01, as submitted by the applicant.*

PRELIMINARY SITE PLAN
CHARLESTOWNE SENIOR LIVING



OPEN SPACE LOT COVERAGE CALCULATION

TOTAL LOT AREA -	358,870 SF
COVERED AREAS -	203,142 SF (BUILDINGS, HARDSCAPE)
203,142 / 358870 x 100 =	57% LOT COVERAGE / 43% OPEN SPACE

DENSITY CALCULATION

INDEPENDENT LIVING	82 BEDS
ASSISTED LIVING	68 BEDS
LONG TERM CARE	40 BEDS
	190 BEDS

GENERAL NOTES

MAXIMUN INDEPENDENT LIVING EMPLOYEE SHIFT = 20 EMPLOYEES
PARKING REQUIREMENTS WILL BE IN COMPLIANCE WITH CITY CODE
25' SETBACKS WITH THE EXCEPTION OF 0' SIDE YARD SETBACKS ON INTERIOR LOTS
25' LANDSCAPE BUFFER ALONG BOSCHERTOWN ROAD WITH 1 TREE PLANTED EVERY 30'
LANDSCAPING WITHIN PARKING AREAS WILL BE IN COMPLIANCE WITH CITY CODE

SITE PLAN

1"=40'-0"

ARCHITECT

T.R. Hughes Homes

CONSULTANT

SEAL

OWNER / CLIENT

PROJECT

CHARLESTOWNE SENIOR LIVING

ISSUE

SCHEMATIC DESIGN

REVISIONS

NO	DATE	DESCRIPTION

SHEET TITLE

OVERALL SITE PLAN

1

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Bill No. 14077 Ordinance No. _____

Sponsor: Michael Galba

AN ORDINANCE AMENDING THE EXISTING PLANNED "PD-MU" PLANNED DEVELOPMENT–MIXED USE FOR A PLANNED SENIOR HOUSING FACILITY AND CONGREGATE CARE FACILITY DEVELOPMENT AND, SPECIFICALLY, TO ESTABLISH ZONING ENTITLEMENTS AND DEVELOPMENT STANDARDS FOR 8.24 ACRES OF LAND LOCATED AT THE SOUTHWEST CORNER OF HIGHWAY B AND BOSCHERTOWN ROAD.

Whereas, pursuant to Ordinance No. 17-221, property consisting of 8.24 acres of land located at the southwest corner of Highway B and Boschertown Road (the "Property"), along with additional acreage, was deleted from The New Town at St. Charles Code and Regulating Plan; however, the Property continued to have the then-existing "PD-MU" Planned Development-Mixed Use designation; and

Whereas, Ordinance No. 17-221 further provided that the Property shall not be developed for any purpose until such time as an application to establish an appropriate development plan was approved for the Property; and

Whereas, pursuant to Section 400.900.A. of the City's Code of Ordinances, an application to amend the existing PD-MU along with a preliminary development plan for a new senior living development on the Property (the "Application") has been received by the Community Development Department; and

Whereas, the applicant, Charlestown Crossing, LLC, has laid out a Project under the name of Charlestowne Senior Living and has caused to be made the preliminary development plan thereof, a copy of which is attached hereto and incorporated herein by this reference as Exhibit A (the "Plan"); and

Whereas, approval of the Application will re-establish the entitlements of the PD-MU for the proposed senior living development; and

Whereas, the Planning and Zoning Commission held a public hearing on this amendment to the PD-MU at its March 9, 2026, meeting and made a favorable recommendation (6 in favor, 0 opposed, 2 abstained) to the City Council.

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

SECTION 1. The existing "PD-MU" Planned Development-Mixed Use for the 8.24 acres of land located at the southwest corner of Highway B and Boschertown Road (the "Property") is hereby amended for the proposed Charlestowne Senior Living development as depicted in in the attached Exhibit A hereto.

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:

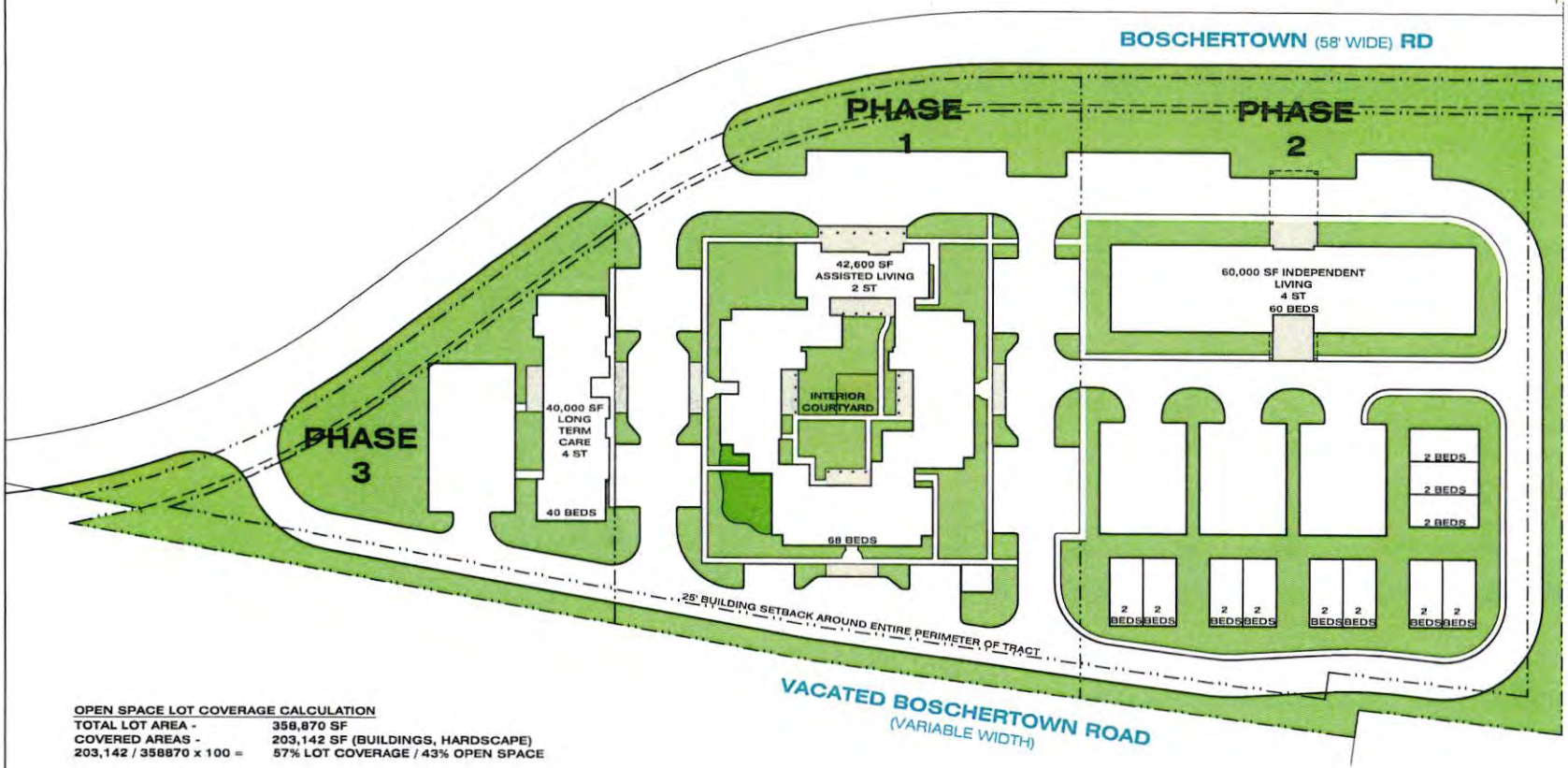
Holly Magdziarz 3/26/26

Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk



PRELIMINARY SITE PLAN
CHARLESTOWNE SENIOR LIVING



OPEN SPACE LOT COVERAGE CALCULATION

TOTAL LOT AREA -	358,870 SF
COVERED AREAS -	203,142 SF (BUILDINGS, HARDSCAPE)
203,142 / 358870 x 100 =	57% LOT COVERAGE / 43% OPEN SPACE

DENSITY CALCULATION

INDEPENDENT LIVING	82 BEDS
ASSISTED LIVING	68 BEDS
LONG TERM CARE	40 BEDS
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GENERAL NOTES

MAXIMUN INDEPENDENT LIVING EMPLOYEE SHIFT = 20 EMPLOYEES
PARKING REQUIREMENTS WILL BE IN COMPLIANCE WITH CITY CODE
25' SETBACKS WITH THE EXCEPTION OF 0' SIDE YARD SETBACKS ON INTERIOR LOTS
25' LANDSCAPE BUFFER ALONG BOSCHERTOWN ROAD WITH 1 TREE PLANTED EVERY 30'
LANDSCAPING WITHIN PARKING AREAS WILL BE IN COMPLIANCE WITH CITY CODE

SITE PLAN

1" = 40'-0"

ARCHITECT

T.R. Hughes Homes

CONSULTANT

SEAL

OWNER / CLIENT

PROJECT

CHARLESTOWNE SENIOR LIVING

ISSUE

SCHEMATIC DESIGN

REVISIONS

NO	DATE	DESCRIPTION

SHEET TITLE

OVERALL SITE PLAN

1

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EXHIBIT A

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 4/7/2026
Regular ☒ Special ☐ Work Session ☐
ATTACHMENT: YES ☒ NO ☐
Report ☒ Resolution ☐ Ordinance ☒

Bill # 14075

Request for Council Action

Ward(s): 5 **Sponsor(s):** Denise Mitchell

Description:
Case No. Z-2026-05. (99 to 1, LLC, Mark Bayliss & Kayla Fozzard) An application to annex and establish the zoning for a 0.88-acre tract of land located at 1408 Fischer Lane, from St. Charles County "R1E" Single-Family Residential District to the City of St. Charles "R-1E" Single-Family Residential District. The subject property will be located in Ward 5 upon annexation.

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

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

Summary:
The City has received an application to establish zoning for 1408 Fischer Lane, upon annexation from St. Charles County R1E Single-Family Residential District to City of St. Charles R-1E Single-Family Residential District. The subject property is a 0.88-acre parcel. The property is currently developed and used as a single-family residence, and the owner has requested annexation in order to connect to City utilities. Upon annexation, the property would continue to operate in compliance with the regulations of the R-1E Single-Family Residential District.

The Planning and Zoning Commission held a public hearing on this item at their March 9, 2026 meeting. There were no speakers from the public. The Commission forwarded a favorable recommendation 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: LAB Dept. Dir. [signature] Finance Dir. [signature] Dir. of Admin. [signature]

AGENDA ITEM #4

STAFF REPORT
CASE NO. Z-2026-05
1408 FISCHER LANE

MARCH 9, 2026
BY LARA BERRY

PREVIOUS OWNER: 99 to 1, LLC – Jacob Gould
20 Green Mountain Court
Defiance, Missouri 63341

CURRENT OWNER: Mark Bayliss & Kayla Fozzard
1408 Fischer Lane
St. Charles, Missouri 63303

ADDRESS/LOCATION: 1408 Fischer Lane
Ward 5 upon annexation

ACREAGE: 0.88-Acre

EXISTING ZONING: County R1E Single-Family Residential District

REQUESTED ZONING: City R-1E Single-Family Residential District

SURROUNDING ZONING:

Direction	***Zoning***	***Use***
North	R-1E Single-Family Residential	Single-Family Residential
South	R-1E Single-Family Residential District	Single-Family Residential
East	PD-R Planned Development Residential	Single-Family Residential
West	R-1D Single-Family Residential District	Single-Family Residential

REQUEST

The City has received an application to annex and establish zoning for the property located at 1408 Fischer Lane, from St. Charles County R1E Single-Family Residential District to City of St. Charles R-1E Single-Family Residential District. The subject property is a 0.88-acre lot located off Hackmann Road.

The annexation of this property would further incorporate a remaining pocket of land within

unincorporated St. Charles County. The property is currently developed and used as a single-family residence, and the owner has requested annexation in order to connect to City utilities. Upon annexation, the property would continue to operate in compliance with the regulations of the R-1E Single-Family Residential District.

Staff further notes that during the review of these requests, ownership of the subject property transferred. Prior to the transfer of ownership, the City became aware that the property was connected to the City's sanitary sewer system without an established utility account. Annexation is required in order to formalize the utility connection, establish a City utility account, and ensure ongoing compliance with applicable City utility regulations. Both the seller and the current property owner have executed the annexation and rezoning applications to facilitate this process.



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, promote compatibility, and support the City's long-term goals for balanced growth. Proposed new uses should be judged based upon their distance from the nearest activity center and/or sub-district, their 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 nearest to Activity Center #9 (Wapelhorst Park). Properties immediately adjacent to the site are zoned and developed for single-family residential use. The Department of Community Development finds the proposed annexation and establishment of R-1E zoning to be consistent with the Updated 2026 Comprehensive Plan and compatible with existing development patterns in the surrounding area.

STAFF RECOMMENDATION

After review of these requests, 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-2026-05.

Motion to forward a **favorable** recommendation of approval to the City Council for the establishment of zoning for the subject property via Z-2026-05.



Figure 2: Aerial image identifying the subject property.



Figure 3: Photo of the Subject Property.

Bill No. 14075 Ordinance No._____

Sponsor: Denise Mitchell

AN ORDINANCE REZONING TO ST. CHARLES CITY ZONING DISTRICT "R-1E" SINGLE-FAMILY RESIDENTIAL DISTRICT FROM ST. CHARLES COUNTY ZONING DISTRICT "R1E" SINGLE-FAMILY RESIDENTIAL DISTRICT A 0.88 ACRE (MORE OR LESS) TRACT OF LAND LOCATED AT 1408 FISCHER LANE.

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 March 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 0.88 acre (more or less) tract of land located at 1408 Fischer Lane is rezoned from St. Charles County Zoning District "R1E" Single-Family Residential District to St. Charles City Zoning District "R-1E" Single-Family Residential District. The parcel of land is more particularly described in the attached Exhibit A and incorporated by this reference.

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

Bill No. 14075

Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 3/26/26

Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk



EXHIBIT A

LOT 7 OF SURREY MEADOWS, PLAT ONE, A SUBDIVISION IN ST. CHARLES COUNTY, MISSOURI, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 10 PAGE 44 OF THE ST. CHARLES COUNTY RECORDS.

PART OF LOT 8 OF SURREY MEADOWS PLAT ONE, A SUBDIVISION IN ST CHARLES COUNTY, MISSOURI, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 10 PAGE 44, OF THE ST CHARLES COUNTY RECORD, SAID PART BEING DESCRIBED AS: BEGINNING AT THE NORTHWEST CORNER OF LOT 7 OF SAID SUBDIVISION THENCE SOUTH 54 DEGREES 30 MINUTES WEST ALONG THE COMMON LOT LINE OF LOTS 7 AND 8 , 361.07 FEET TO THE NORTHEAST RIGHT OF WAY LINE OF SURREY HILL DRIVE, THENCE NORTH 35 DEGREES 10 MINUTES WEST 20.00 FEET ALONG SAID RIGHT OF WAY TO A POINT; THENCE NORTH 58 DEGREES 00 MINUTES EAST 361.61 FEET TO THE POINT OF BEGINNING.

Parcel #: 3-0010-4162-00-0007.0000000

RCA FORM (OFFICE USE ONLY) **Bill #** 14076

MEETING/DATE: 4/7/2026

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-2026-06. (Green Farms Biosystems LLC) An application to rezone an approximately 29,169 square feet tract of land located at Lot 3E of the Three Flags #2 Subdivision, 470 feet (more or less) northeast of the S. 5th Street and Interstate 70 interchange, from "C-2" General Business District to "C-3" Highway Business District for a proposed Marijuana Facility. The subject property is located in Ward 2.

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

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

Summary:

The City has received an application to rezone the property located at Lot 3E of the Three Flags #2 Subdivision, 470 feet (more or less) northeast of the S. 5th Street and Interstate 70 interchange, from C-2 General Business District to C-3 Highway Business District. If the requested rezoning is approved, the applicant intends to build a new structure for the purpose of 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 March 9, 2026 meeting where the applicant spoke and there were no speakers from the public. The Commission voted to forward the application to the City Council with a favorable recommendation (7 in favor, 0 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. _____ Finance Dir. _____ Dir. of Admin. _____

Community Development

AGENDA ITEMS #

STAFF REPORT
CASE NO. Z-2026-06
REZONING: C-2 TO C-3
S. FIFTH STREET
LOT 3E – THREE FLAGS #2 SUBDIVISION

MARCH 9, 2026
BY LARA BERRY

APPLICANT: Green Farms Biosystems LLC
766 Spirit 40 Park Drive
Chesterfield, Missouri 63005

OWNER: Three Flags Center 2016, LLC
343 S. Kirkwood Road, Box 220456
St. Louis, Missouri 63122

ADDRESS/LOCATION: Lot 3E of the Three Flags #2 Subdivision
Ward 2

LOT SIZE: Approximately 29,185 square feet

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	PD-RF	Common Ground
South	Highway 70	Interstate Highway/MODOT Right-of-Way
East	C-2	Hotel
West	C-2	Parking Lot & Multi-Tenant Commercial

SUMMARY OF REQUEST

The City has received an application from Armstrong Teasdale representing Green Farms Biosystems LLC, for an undeveloped parcel located on Lot 3E of the Three Flags #2 Subdivision, to rezone the property from C-2 General Business District to C-3 Highway Business District. While the applicant has identified a marijuana dispensary as a potential future use, the rezoning request must be evaluated based on the appropriateness of the C-3 district and its full range of permitted and conditional uses.

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 the applicant has expressed an intent to pursue a marijuana dispensary in the future, this application is limited to a rezoning request. Accordingly, this 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.

No official site plan has been submitted at this time; however, sample elevations have been provided for reference only (Figures 1-3 on the next page). If the rezoning is approved, future development of the site may require Site Plan approval, at which time staff will evaluate compliance with all applicable design standards, including parking, access, traffic, landscaping, lighting, and other operational considerations.



Figures 1-3: Sample Elevations for a proposed building.

PAST REVIEWS

The Commission may recall three (3) previous 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 because 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, there was a similar request for the subject parcel. 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.

Z-2026-02

Most recently, at the February 9, 2026, Planning and Zoning Commission meeting, there was a request to rezone the property located at 1423 S. 5th Street, from C-2 General Business District to C-3 Highway Business District. That applicant intends to also operate a Marijuana Dispensary, should the rezoning be approved. Planning Staff provided a favorable recommendation for the

rezoning request, and the Commission forwarded the rezoning application to the City Council with a favorable recommendation (6 in favor, 1 opposed, 1 recusal). The City Council held a public hearing on this item at their March 3, 2026, meeting, with final action anticipated at the March 17, 2026 meeting.



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

While two (2) of the prior rezoning requests in the immediate area were not ultimately approved or were withdrawn and one (1) request is currently under consideration, 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.

ANALYSIS

Figure 2 on page 5 identifies the 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 mixed-use and commercial zoning surrounding the C-2 districts. Just west of the subject property, within Mark Twain Village, the majority of the parcels are zoned C-3 Highway Business District. Given the subject property's proximity to Interstate 70 and nearby C-3-zoned properties, the requested rezoning is consistent with the general zoning pattern in this area. 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 for the proposed marijuana use except for being in a qualifying zoning district.

Additionally, as previously mentioned, staff notes that the subject property is located within 1,000 feet of another active rezoning application intended for a marijuana-related use, at 1423 S 5th Street. For purposes of applying applicable separation requirements, specifically how a "location" is established under the City Code and state regulations, staff in coordination with the Legal Department, has determined that such a location is considered established at the issuance of a city-issued business license for that specific location. Any final determination regarding compliance with separation requirements and licensure will occur through the appropriate regulatory review processes (staff administrative review).

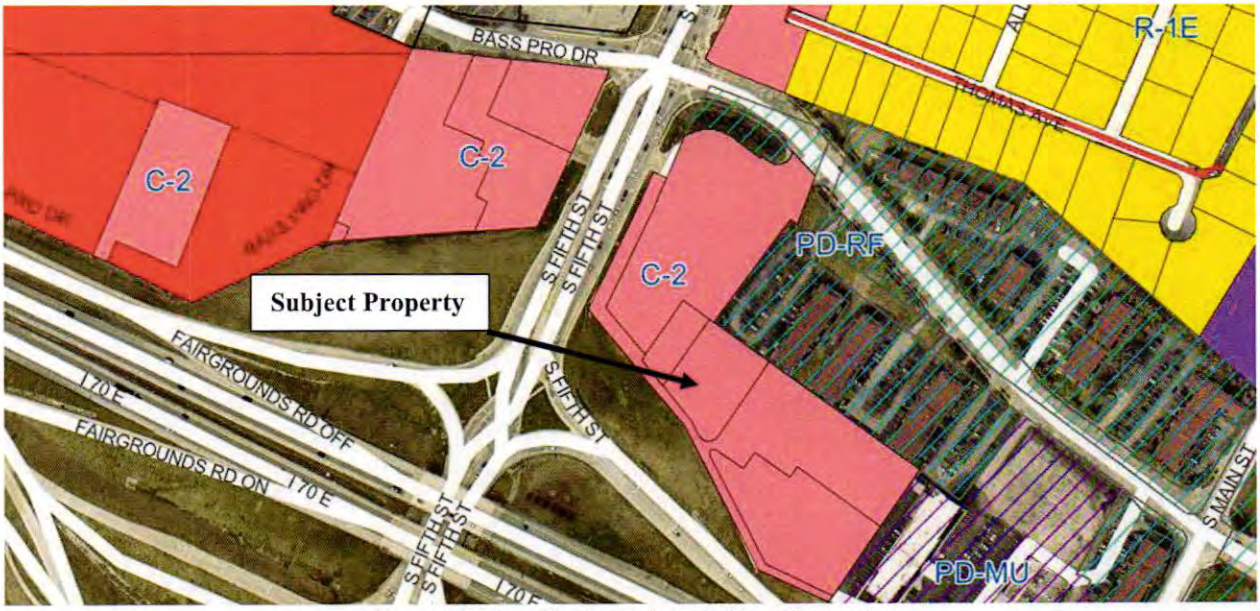


Figure 2: Area Zoning of the Subject Property.

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).

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.

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).

While this property is currently a vacant piece of land 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 recommends that the Commission and City Council consider the full range of permitted and conditional uses within the C-3 district when evaluating the rezoning request. Currently, the Zoning Code provides additional regulations on some of the more sensitive uses, such as Tattoo Establishments and Animal Service Establishments.

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 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): Depending on the location of the open pens or runs, this may be an available use; there is a residential district within 300 feet of the property on the north side of Ameristar Boulevard.

The I-70/Fifth Street Interchange area has been identified as an Activity Center that 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, Streets of St. Charles, and Riverpointe.

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, promote compatibility, and support the City's long-term goals for balanced growth. Proposed new uses should be judged based upon their distance from the nearest activity center and/or sub-district, their 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.

Based on the subject property's proximity to Activity Center #7 and Interstate 70, the requested C-3 Highway Business District zoning is consistent with the Comprehensive Plan's guidance for accommodating higher-intensity commercial uses at major interchange nodes.

STAFF RECOMMENDATION

After review of the rezoning request, potential land uses within the City's Zoning Ordinance, the updated 2026 Comprehensive Plan, and 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 that 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-2026-06.

Rhys J. Williams
Direct **T** 314.259.4756
rwilliams@atllp.com

January 26, 2026

City of St. Charles Planning Division
200 N. 2nd Street
3rd Floor, Room 303
St. Charles, MO 63301
Attn: John Boyer, Planning Manager
john.boyer@stcharlescitymo.gov

Re: Application for Rezone – Parcel ID # 6-014D-A734-00-003E.0000000 on S. 5th Street (Lot 4), St. Charles, MO 63301 (the "Site")

John:

Please be advised that this firm represents Green Farms Biosystems LLC ("**Applicant**"). Applicant is under contract to purchase the Site and intends to close on its acquisition on February 18, 2026. Please allow this letter to serve as Applicant's request that the City of St. Charles, Missouri (the "**City**") amend its District Zoning Map within Chapter 156 of the City's Ordinances to rezone the Site from a C-2 General Business District to a C-3 Highway Business District. Applicant is currently under contract to purchase the Site.

The Site is located in the City's C-2 General Business District. The Site is currently raw land consisting of approximately 0.67 acres and has remained undeveloped in the City for many years. Applicant seeks to develop the Site and construct a facility to operate as a Marijuana Dispensary Facility.

In conformity with Amendment 3 of the Missouri Constitution and the rules and regulations promulgated by the Missouri Department of Health and Senior Services Division of Cannabis Regulation, the City's Zoning Code (§ 675.110.A) currently authorizes the operation of a Marijuana Dispensary Facility for the sale of adult use and medical marijuana as a permitted use in a C-3 district. The City codified additional requirements and standards with respect to the operation and facility specifications for any Marijuana Dispensary Facility, and Applicant satisfies all but one of those requirements.

The Site will meet all distance requirements in § 675.110.B.1-6, as the proposed building will be located more than 1,000 feet from a church, educational institution, daycare, public park or public pool, halfway house or correctional facility, or any other Marijuana Facility. The proposed structure will not contain any residential unit, thus satisfying § 675.110.B.7. Further, the proposed structure on the Site will be located within 1,000 feet of Interstate 70, as required by § 675.110.C. Further, should the City authorize the rezone of the Site, Applicant will also ensure satisfaction of all other use-specific and operational standards set forth in § 675.110.E-F.

The only standard not met is that the Site is located within the C-2 General Business District. However, when reviewing an application for rezone, the City must balance its perception of the uses allowed in C3 with the other district and site-specific considerations as follows:

i. That the rezone is consistent with the City's Comprehensive Plan and other surrounding districts.

This request is consistent with the City's Comprehensive Plan. Applicant's proposed development of the Site represents a higher and better use than the currently vacant lot. If the Site is rezoned to the C-3 Highway Business District, Applicant will contribute to the economic viability of the I-70/Fifth Street Activity Center. The proposed use as a Marijuana Dispensary Facility is in harmony with the predominant land use in the area, given the proximity to I-70 and Fifth Street. This Activity Center is an important hub of commercial activity in the City due to the high volume of traffic on I-70. A rezone would permit the Site to contribute to the economic wellbeing of the I-70/Fifth Street Activity Center rather than provide no economic benefit as a vacant lot. The Site is bordered by a C-3 property to the northwest and PD-Commercial properties to the east, southeast, and southwest. These zones promote a variety of commercial uses that fulfil the goal of the I-70/Fifth Street Activity Center. A C-3 zone offers a broader range of possibilities, thus maximizing the economic productivity and vibrancy of this Activity Center. Further, PD-Commercial districts incorporate all of the permitted uses by right within C-3 uses. The C-3 district is the City's Business Highway District. The Site's very close proximity to I-70 lends itself to a highway business zoning classification, as is the case the Northwest side of I-70 and 5th Street.

Applicant's proposed use of the Site will contribute to the economic wellbeing of the City in the form of significant sales tax revenue. This economic boost from the proposed rezone of the Site to a C-3 is harmonious with the nearby Planned Development – Riverfront District. The proposed use of the Site and economic benefit to the City is complimentary to what St. Charles is recognized for as a critical destination for travelers and locals alike, particularly for nearby businesses that are casinos, restaurants, bars, and music venues.

ii. The application supports the character of the neighborhood, considering the design of streets, civic spaces, and other open spaces, the scale, pattern, and format of buildings, the compatibility, transitions, and integration of existing and potential future uses, and the suitability of the subject property for the uses to which it has been restricted.

The Site is small, vacant and is situated between a highway, a retail center, a hotel and an apartment complex. It cannot accommodate larger-scaled operations and parking for a restaurant or fast-food restaurant, or for a multi-family development. The current economic environment is prohibitive for many operators to erect a stand-alone retail facility. However, the Site is ideal for the use proposed by Applicant, giving it the ability to both construct a safe and innocuous building with its own parking for patrons. In fact, unlike a typical fast-food restaurant, the square footage and parking necessary for a Marijuana Dispensary Facility is not as onerous. The vast majority of patrons that frequent these establishments shop online, order their products ahead of time, and merely park, enter the facility, and leave the facility in less than 5 to 7 minutes.

To that end, Applicant encloses preliminary renderings of the building it plans to build at the Site. Applicant has designed a facility that it hopes the City will be proud of, and operates itself in a manner that will be respectful to the City and its inhabitants.

iii. The effect of approval on surrounding property, including the likelihood that surrounding areas may be developed in accordance with current zoning or future plans.

In addition to the aforementioned, as the City's zoning code provides that all C-1 and C-2 uses are authorized in a C-3 Highway Business District, all of those uses currently available in a C-2 will still be available once the Site is rezoned.

Please note that upon approval of its rezone, Applicant is committed to working with the City's staff to ensure the facility is designed in a manner that makes the City proud of this partnership.

Please let me know if there are any questions or if there is additional information I can provide. You can contact me via phone at 314.259.4756 or via email at rwilliams@atllp.com.

Sincerely,

Rhys Williams

Rhys J. Williams

RJW:

cc: Joe Delia [redacted]
Joe Goff, Jr. [redacted]

Bill No. 14076 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 AN APPROXIMATELY 29,169 SQUARE FOOT TRACT OF LAND LOCATED AT LOT 3E OF THE THREE FLAGS #2 SUBDIVISION, 470 FEET (MORE OR LESS) NORTHEAST OF THE SOUTH FIFTH STREET AND INTERSTATE 70 INTERCHANGE.

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 March 9, 2026, meeting and made a favorable recommendation (7 in favor, 0 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:

An approximately 29,169 square foot tract of land .88 acre (more or less) tract of land located at Lot 3E of the Three Flags #2 Subdivision, 470 feet (more or less) northeast of the South 5th Street and Interstate 70 interchange 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. 14076

Date Passed	Michael Galba, Presiding Officer
Date Approved by Mayor	Daniel J. Borgmeyer, Mayor
Approved as to Legal Form:	Attest:
Holly Magdziarz, City Attorney Date	Kimberly Hudson, City Clerk



EXHIBIT A

Lot 3 East of Three Flags Subdivision Plat Two, being a Resubdivision of Lot 3 of Resubdivision of lots B and C of Three Flags Subdivision, a subdivision in St. Charles County, Missouri, according to the plat thereof recorded in Plat Book 44 page 327 of St. Charles County Records.

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 3/17/2026
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☑

Bill # 14070

Request for Council Action

Ward(s): 2 **Sponsor(s):** Mark Hollander

Description:

An ordinance designating a certain tract of land in the City of St. Charles, Missouri, as a blighted area; approving the Development Plan for the First Capitol Place Redevelopment Area; Approving a Redevelopment Agreement in Connection with the Development Plan; and authorizing the City to take certain other actions in connection therewith.

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

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

Summary:

The Urban Redevelopment Law (the "URL"), at Chapter 353, RSMo, which is incorporated in the City's Code of Ordinances at Sections 515.030 to 515.060, authorizes the City to undertake certain redevelopment projects in areas that are declared blighted as defined in § 353.020(2), RSMo. This ordinance will designate the real property at 300 South Fifth Street as blighted and, in addition, approve a Development Plan and a Redevelopment Agreement for this property. Moreover, the URL allows for real property tax abatement on improvements and incremental increases in land value up to 25 years. However, the proposed Plan and Agreement will allow for an abatement only for up to 20 years. After that period, the property will be subject to assessment and payment of all ad valorem taxes, based on the full true value of the property. During the abatement period, certain payments in lieu of taxes (PILOTS) shall be paid to the County Collector in amounts as detailed in the Redevelopment Agreement.

The Redevelopment Agreement provides that tax abatements will not apply with respect to any special business district nor any special assessments, licenses or fees owed to the City. Property tax payments must also be made to emergency service districts, per § 353.110 RSMo.

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

Fiscal Impact: _____ **N/A** _____

Account #: _____

_____

_____

Project #: First Capitol Place Redevelopment Project

RCA prepared by: KB Dept. Dir. DWT Finance Dir. JAO Dir. of Admin. _____

Sponsored By: Mark Hollander

BILL NO. 14070 **ORDINANCE NO. _____**

AN ORDINANCE DESIGNATING A CERTAIN TRACT OF LAND IN THE CITY OF ST. CHARLES, MISSOURI, AS A BLIGHTED AREA; APPROVING THE DEVELOPMENT PLAN FOR THE FIRST CAPITOL PLACE REDEVELOPMENT AREA; APPROVING A REDEVELOPMENT AGREEMENT IN CONNECTION WITH THE DEVELOPMENT PLAN; AND AUTHORIZING THE CITY TO TAKE CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the City of St. Charles, Missouri, a constitutional home rule charter city and political subdivision of the State of Missouri (the "City"), is authorized and empowered to undertake certain redevelopment projects pursuant to Chapter 353 of the Revised Statutes of Missouri ("Chapter 353") and Chapter 515 of the Code of Ordinances of the City of Saint Charles, as amended (the "Urban Redevelopment Ordinance"); and

WHEREAS, the "Development Plan for the First Capitol Place Redevelopment Area," a copy of which is set forth as **Exhibit A**, attached hereto and incorporated herein by reference (the "Development Plan"), has been prepared and submitted to the City in connection with the proposed redevelopment of approximately 1.38 acres of real property generally located at 300 South Fifth Street in the City (the "Redevelopment Area"); and

WHEREAS, the Development Plan contemplates the use of real property tax abatement to incentivize redevelopment of the Redevelopment Area into a multi-family, residential apartment development with approximately 108 apartments and associated resident parking (as further described in the Development Plan, the "Redevelopment Project"); and

WHEREAS, included as **Appendix B** to the Development Plan is an analysis prepared by PGAV Planners, LLC (the "Blight Analysis"), which documents the current conditions of the Redevelopment Area and supports a finding that the Redevelopment Area is a "blighted area" as defined in Chapter 353; and

WHEREAS, implementation of the Development Plan through the completion of the Redevelopment Project will remediate the conditions that cause the Redevelopment Area to be a blighted area; and

WHEREAS, in accordance with Chapter 353 and the Urban Redevelopment Ordinance, the City Council held a duly noticed public hearing regarding the blight designation, the proposed Development Plan and the contemplated grant of tax abatement on April 7, 2026, at which hearing all interested persons and taxing districts were given the opportunity to be heard (the "Public Hearing"); and

WHEREAS, the City Council hereby finds and determines that it is desirable for the improvement of the economic welfare and development of the City to approve the Development Plan; and

WHEREAS, the City Council finds and determines that it is necessary and desirable in connection with the implementation of the Development Plan, including the granting of the tax abatement as contemplated therein, to enter into a Redevelopment Agreement (the "Redevelopment Agreement") with First Capitol Place LLC (the "Developer") and the First Capitol Place Redevelopment Corporation;

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

Section 1. Findings. Upon due consideration of the Development Plan, the Blight Analysis and the testimony presented at the Public Hearing, the City Council finds that:

(a) the Development Plan is in proper form and contains the information required by Chapter 353 and the Urban Redevelopment Ordinance;

(b) the Redevelopment Area described in the Development Plan is a "blighted area" as defined in Chapter 353, and the clearance, redevelopment, replanning, rehabilitation or reconstruction thereof is necessary and in the best interest of the City and its citizens; and

(c) the development of the Redevelopment Area, in accordance with the Development Plan, is not possible but for the availability of tax abatement pursuant to Chapter 353, in the amounts and for the durations set forth in the Development Plan.

Section 2. Approval of Development Plan. The Development Plan is hereby approved.

Section 3. Approval of Redevelopment Agreement. The City is hereby authorized to enter into the Redevelopment Agreement, in substantially the form of **Exhibit B**, attached hereto and incorporated herein by reference, with such changes therein as shall be approved by the officials of the City executing the Redevelopment Agreement and consistent with the intent hereof, such officials' signatures thereon being conclusive evidence of their approval thereof. The Mayor is hereby authorized to execute the Redevelopment Agreement, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized to attest to and affix the seal of the City to the Redevelopment Agreement.

Section 4. Further Authority. The City shall, and the officials, agents and employees of the City are hereby authorized to, take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Development Plan and the Redevelopment Agreement. The Mayor and the Director of Administration are hereby authorized, through the term of the Redevelopment Agreement, to execute all documents on behalf of the City (including documents pertaining to the financing or refinancing of the Redevelopment Project by the Developer) as may be required to carry out and comply with the intent of this Ordinance and the Redevelopment Agreement. The Mayor and the Director of Administration are further authorized, on behalf of the City, to grant such consents, estoppels and waivers relating to the Redevelopment Agreement as may be requested during the term thereof; provided, such consents, estoppels and/or waivers shall not increase the amount or duration of the economic incentives provided in the Redevelopment Agreement, waive an event of default or materially change the nature of the transaction. The City Clerk is authorized to attest to and affix the seal of the City to any document authorized by this Section.

Section 5. Savings. Except as expressly set forth herein, nothing contained in this Ordinance shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other ordinance of the City or the requirements thereof whether or not relating to or in manner connected with the subject matter hereof.

Section 6. Severability. If any term, condition or provision of this Ordinance is, to any extent, held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and

continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the City Council that it would have enacted this Ordinance without the invalid or unenforceable provision. If as a result of a subsequent change in applicable law, the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

Section 7. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval.

DATE PASSED: _____, 2026.

DATE APPROVED BY MAYOR: _____, 2026.

_____
Michael Galba, Presiding Officer

_____
Daniel Borgmeyer, Mayor

(SEAL)

ATTEST:



By: _____
Kimberly Hudson, City Clerk

Approved as to Form:

Holly Magdziarz 3/12/2026
Holly Magdziarz, City Attorney Date

EXHIBIT A

DEVELOPMENT PLAN

(On file in the office of the City Clerk)

300 South 5th Street Redevelopment Area
Chapter 353 Development Plan



PREPARED FOR:
City of St. Charles, Missouri

PROJECT LOCATION:
St. Charles, Missouri

March 5, 2026

PGAV PLANNERS
ST. LOUIS, MISSOURI

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SECTION I – INTRODUCTION

Purpose of the Plan

This document constitutes the development plan ("**Development Plan**" or "**Plan**") for the 300 South 5th Street Redevelopment Area (the "**Redevelopment Area**" or "**Area**"). The Area comprises approximately 1.380 acres of land within the City of St. Charles (the "**City**"), the County of St. Charles (the "**County**"), and the State of Missouri (the "**State**"). The Area contains one parcel of land having County parcel identification number 6-009D-B130-00-0003.0000000 and located five blocks west of the City's historic South Main Street. The Area is generally bounded by First Capitol Drive to the north, South 5th Street to the west, Jackson Street to the south, and the parcel boundaries of 405 First Capitol Drive and 412 Jackson Street to the east. See **Exhibit A – Area Boundary Map (Aerial Satellite)** for boundary map and **Exhibit B – Redevelopment Area Legal Description** Figure 1 and Figure 2 for acreage of land within the Area and legal description of the Area provided by Bax Engineering Company, Inc.

Redevelopment of the Area is planned by First Capitol Place LLC (the "**Developer**"), an affiliate of Alpine Management Corporation and St. Charles Strategic Development. The Developer will undertake the comprehensive redevelopment of the Area. This Plan describes the Developer's proposed redevelopment project (the "**Redevelopment Project**") for the Area and additional information as required by Chapter 353.

Provisions of Chapter 353

Sections 353.010 through 353.190 of the Revised Statutes of Missouri ("**RSMo**"), known as the Urban Redevelopment Corporations Law ("**Chapter 353**"), requires the preparation of a development plan for an area to qualify as a "Blighted Area". A "Blighted Area" is defined in Section 353.020(2) RSMo to have the same meaning as defined in Section 99.805 RSMo.

Section 99.805(1) RSMo defines "**Blighted Area**" as follows:

> *"Blighted Area", an area which, by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, or welfare in its present condition and use.*

Chapter 353 allows cities and counties to:

1. Identify and designate redevelopment areas that qualify as "Blighted Areas";
2. Adopt a development plan that designates an area in need of redevelopment and states the objectives to be attained and the redevelopment project to be undertaken;
3. Approve a redevelopment project for implementation of such development plan; and

4. Utilize the tools set forth in Chapter 353 to assist in reducing or eliminating those factors and conditions that cause the area to qualify as a "Blighted Area" through the completion of a redevelopment project.

The Area is currently underutilized commercial property. PGAV Planners, LLC ("**PGAV**") was retained to perform an analysis of the Area and determine whether the Area qualifies as a Blighted Area ("**Qualifications Analysis**" or "**Study**"). See **Exhibit C – Qualifications Analysis** for Study. As detailed within the Study, the observed insanitary and unsafe conditions, deterioration of site improvements, and the existence of conditions which endanger life or property by fire and other causes constitute an economic liability and a social liability in the Area's present condition and use. The Area meets the definition of a Blighted Area set forth in Chapter 353 because of the predominance and combination of the aforedescribed factors.

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SECTION II – REDEVELOPMENT AREA

The Area is generally bounded by First Capitol Drive to the north, South 5th Street to the west, Jackson Street to the south, and parcel boundaries of 405 First Capitol Drive and 412 Jackson Street to the east. The parcel was most recently the location of a bank. The bank building was demolished in 2024. Construction debris and the parking lot remain within the Area.

The Area contains County parcel 6-009D-B130-00-0003.0000000 comprising approximately 1.45 acres of land. A boundary map of the Area can be found in **Exhibit A – Area Boundary Map (Aerial Satellite)**. A legal description of the Area can be found in **Exhibit B – Redevelopment Area Legal Description**. The County Assessor determined a total 2025 appraised market value of $754,769. The 2025 assessed value, which is the most recent equalized assessed value ("**EAV**"), is $241,526.

The Area meets the definition of a Blighted Area set forth in Chapter 353. An analysis of these conditions was conducted by PGAV and is attached hereto in **Exhibit C – Qualifications Analysis**.

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SECTION III – REDEVELOPMENT PROJECT

General Description

The Developer proposes constructing a four-story, 108-unit multifamily building, along with associated resident parking, within the Area.

Rehabilitation And Construction

The Redevelopment Project includes the demolition of existing site improvements and the construction of a multifamily building. The Redevelopment Project will require acquisition costs; site preparation; hard costs; soft costs; and fixtures, furnishings, and equipment for a total estimated project cost of approximately $33.7 million. Table 1 provides an estimate of the anticipated costs associated with the implementation of the Redevelopment Project.

Table 1 - Redevelopment Project Costs

Project Cost Summary		
Hard Costs		$
Land	$	3,553,000
Construction Costs	$	24,029,900
Tenant Improvements	$	-
Total Hard Costs	$	27,582,900
Soft Costs		
Legal, insurance, architectural, engineering, loan fees, etc.		
Total Soft Costs	$	5,696,828
Other Costs		
FF&E/Owner Items	$	488,000
Public Infrastructure	$	-
Total Other Costs	$	488,000
TOTAL DEVELOPMENT COSTS	$	33,767,728

Actions Required

In order to implement the Redevelopment Project, permits will be required for construction and utility lines and easements may need to be relocated and/or reconfigured.

Financing

The Redevelopment Project is anticipated to cost approximately $33.7 million to complete. The Developer will pay for a portion of Redevelopment Project costs with its own capital (i.e., equity), private bank financing. The Developer will receive an abatement of a portion of real property taxes

pursuant to Chapter 353 and this Plan. The Developer will also receive a State and local sales and use tax exemption on the purchase of construction materials under Chapter 100.

Schedule

The Developer anticipates the Redevelopment Project will be completed twenty-one (21) months after commencement with an estimated timetable for construction as follows:

- Estimated Construction Start Date – Spring 2026
- Estimated Construction Completion Date – End of 2027

Developer

The Development Team has over $1 billion in completed real estate projects across multiple markets and is today working on revitalizing the St. Charles Historic District. The Developer's approach blends modern living standards with community-oriented design and deep respect for the area's historic character. Its goal is to boost local economic activity and meet housing demand while preserving and celebrating the district's historic identity.[1]

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[1] "About Us." *St. Charles Strategic Development*, 25 February 2026, https://stc-sd.com/

SECTION IV – TAX ABATEMENT

Abatement Request

The Developer seeks real property tax abatement pursuant to the following schedule:

- Years 1–5: 100% real property tax abatement
- Years 6–10: 50% real property tax abatement
- Years 11–20: 25% real property tax abatement

A Tax Impact Statement (the "**TIS**"), prepared by PGAV, summarizes the estimated impact on real property taxes that the tax abatement proposed by this Development Plan may have upon each affected political subdivision. See **Exhibit D – Tax Impact Statement** for TIS. The TIS estimates the amount of real property tax revenues that could be received under two different scenarios: 1) if the Redevelopment Project is successfully implemented and built; and 2) if the Redevelopment Project is not built and the Redevelopment Area remains in its current condition.

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SECTION V – EMINENT DOMAIN

Eminent Domain Request

The Property within the Area is currently owned by First Capitol Place LLC and will not need to be acquired by use of the City's power of eminent domain pursuant to Section 353.170 RSMo.

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PGAV PLANNERS

300 SOUTH 5TH STREET DEVELOPMENT PLAN
ST. CHARLES, MISSOURI

MARCH 5, 2026

EXHIBITS

EXHIBIT A – AREA BOUNDARY MAP (AERIAL SATELLITE)

Source: Nearmap, City of St. Charles, PGAV, 2026.



EXHIBIT B – REDEVELOPMENT AREA LEGAL DESCRIPTION

Figure 1 - Cropped ALTA Survey (Source: Bax Engineering Company, Inc.)

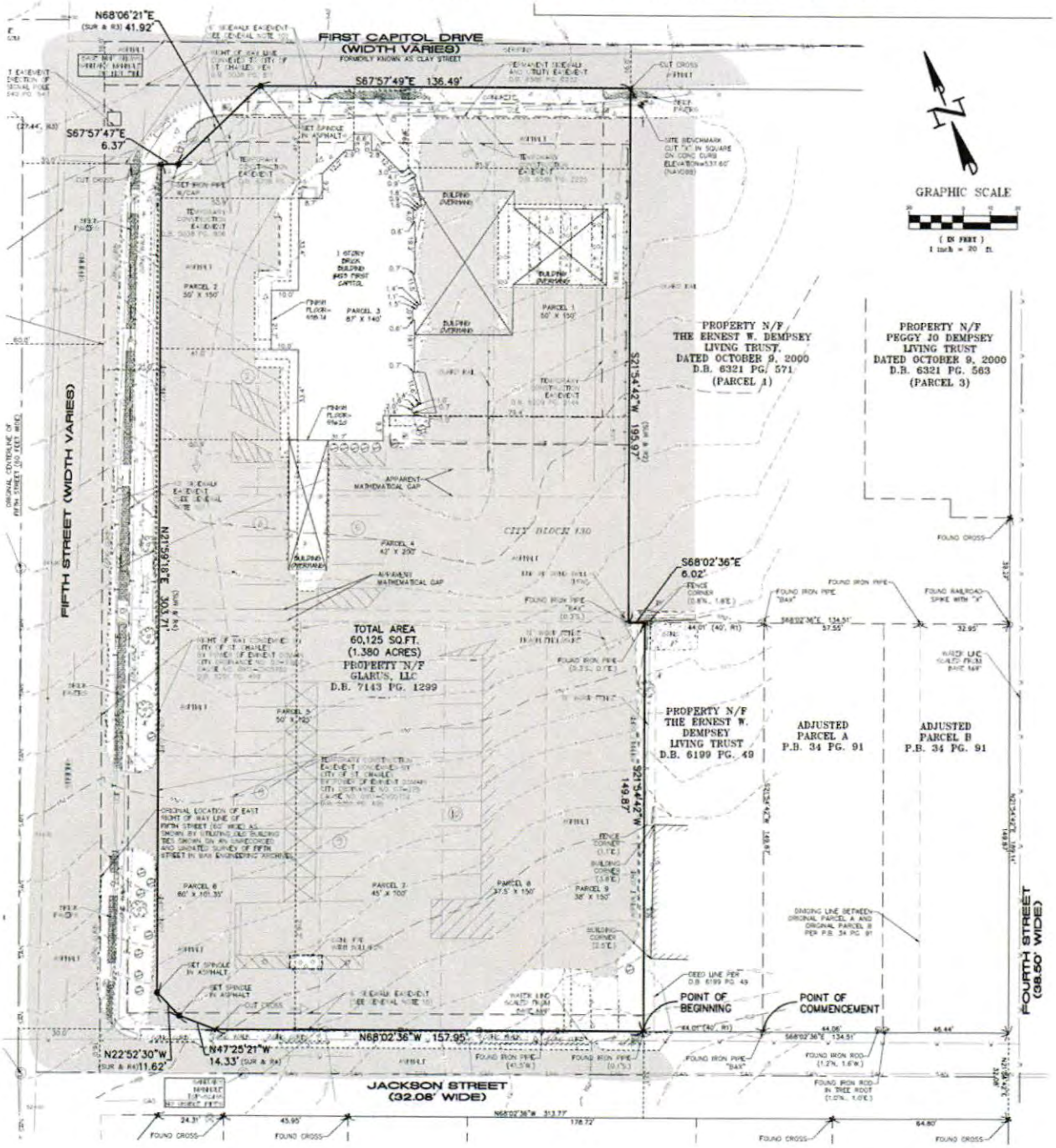


Figure 2 - Cropped ALTA Survey (Source: Bax Engineering Company, Inc.)

AS—SURVEYED PROPERTY DESCRIPTION

A TRACT OF LAND BEING PART OF CITY BLOCK 130 OF THE CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF ADJUSTED PARCEL A, ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 34 PAGE 91 OF THE ST. CHARLES COUNTY RECORDS WITH THE NORTH RIGHT OF WAY LINE OF JACKSON STREET (32.08 FEET WIDE); THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF JACKSON STREET, NORTH 68 DEGREES 02 MINUTES 36 SECONDS WEST 44.01 FEET TO THE EAST LINE OF PARCEL 9 OF PROPERTY CONVEYED TO GLARUS, LLC ACCORDING TO THE INSTRUMENT RECORDED IN DEED BOOK 7143 PAGE 1299 OF SAID RECORDS; THENCE CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE OF JACKSON STREET (32.08 FEET WIDE), NORTH 68 DEGREES 02 MINUTES 36 SECONDS WEST 157.95 FEET TO THE EAST RIGHT OF WAY LINE OF FIFTH STREET (WIDTH VARIES), AS WIDENED BY THE INSTRUMENT RECORDED IN DEED BOOK 5251 PAGE 499 OF SAID RECORDS, IN REFERENCE TO ST. CHARLES CITY ORDINANCE 07–275; THENCE ALONG SAID EAST RIGHT OF WAY LINE OF FIFTH STREET, WIDENED BY DEED BOOK 5251 PAGE 499, THE FOLLOWING COURSES AND DISTANCES: NORTH 47 DEGREES 25 MINUTES 21 SECONDS WEST 14.33 FEET; NORTH 22 DEGREES 52 MINUTES 30 SECONDS WEST 11.62 FEET; AND NORTH 21 DEGREES 59 MINUTES 18 SECONDS EAST 303.71 FEET TO A POINT IN THE EAST RIGHT OF WAY OF FIFTH STREET (WIDTH VARIES), AS WIDENED BY THE INSTRUMENT RECORDED IN DEED BOOK 5038 PAGE 811; THENCE ALONG SAID EAST RIGHT OF WAY LINE OF FIFTH STREET, WIDENED BY DEED BOOK 5038 PAGE 811, THE FOLLOWING COURSES AND DISTANCES: SOUTH 67 DEGREES 57 MINUTES 47 SECONDS EAST 6.37 FEET; AND NORTH 68 DEGREES 06 MINUTES 21 SECONDS EAST 41.92 FEET TO THE SOUTH RIGHT OF WAY LINE OF FIRST CAPITOL DRIVE (WIDTH VARIES); THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF FIRST CAPITOL DRIVE (WIDTH VARIES), SOUTH 67 DEGREES 57 MINUTES 49 SECONDS EAST 136.49 FEET TO THE WEST LINE OF PROPERTY CONVEYED TO THE ERNEST W. DEMPSEY LIVING TRUST ACCORDING TO THE INSTRUMENT RECORDED IN DEED BOOK 6321 PAGE 571 AS PARCEL 1; THENCE ALONG SAID WEST LINE OF PARCEL 1 OF THE DEMPSEY LIVING TRUST PROPERTY, SOUTH 21 DEGREES 54 MINUTES 42 SECONDS WEST 195.97 FEET TO A POINT IN THE SOUTH LINE THEREOF; THENCE ALONG THE SOUTH LINE OF SAID PARCEL 1 OF THE DEMPSEY LIVING TRUST PROPERTY, SOUTH 68 DEGREES 02 MINUTES 36 SECONDS EAST 6.02 FEET TO THE AFORESAID EAST LINE OF PARCEL 9 OF PROPERTY CONVEYED TO GLARUS, LLC; THENCE ALONG SAID EAST LINE OF PARCEL 9, SOUTH 21 DEGREES 54 MINUTES 42 SECONDS WEST 149.87 FEET TO THE POINT OF BEGINNING AND CONTAINING 60,125 SQUARE FEET.

EXHIBIT C – QUALIFICATIONS ANALYSIS

See Following Pages

for

300 South 5th Street Redevelopment Area – Chapter 353 Qualifications Analysis

300 South 5th Street Redevelopment Area
Chapter 353 Qualifications Analysis



PREPARED FOR:
City of St. Charles, Missouri

PROJECT LOCATION:
St. Charles, Missouri

March 5, 2026

PGAV PLANNERS
ST. LOUIS, MISSOURI

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SECTION I – INTRODUCTION

Area Description and Background

The 300 South 5th Street Redevelopment Area (the "**Redevelopment Area**" or "**Area**") comprises approximately 1.380 acres of land within the City of St. Charles (the "**City**"), the County of St. Charles (the "**County**"), and the State of Missouri (the "**State**"). See Figure 1 in Appendix A – Supporting Exhibits for regional overview. The Area contains one parcel of land having County parcel identification number 6-009D-B130-00-0003.0000000 and located five blocks west of the City's historic South Main Street. The Area is generally bounded by First Capitol Drive to the north, South 5th Street to the west, Jackson Street to the south, and the parcel boundaries of 405 First Capitol Drive and 412 Jackson Street to the east.

Figure 3 shows the existing zoning of the Area and the surrounding properties. The Area is currently zoned "CBD Central Business District". Figure 4 shows the existing land use of the Area and surrounding properties. The Area is currently underutilized as a vacant commercial property with deteriorated pavement, debris, litter, and poor lighting.

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SECTION II – BASIS FOR DESIGNATION AS A REDEVELOPMENT AREA

Statutory Definition of Blighted Area

Sections 353.010 through 353.190 of the Revised Statutes of Missouri ("**RSMo**"), known as the Urban Redevelopment Corporations Law ("**Chapter 353**"), requires the preparation of a development plan for an area to qualify as a "Blighted Area". A "Blighted Area" is defined in Section 353.020(2) RSMo to have the same meaning as defined in Section 99.805 RSMo.

Section 99.805(1) RSMo defines "**Blighted Area**" as follows:

> *"Blighted Area", an area which, by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, or welfare in its present condition and use.*

Analysis of Existing Conditions

PGAV Planners, LLC ("**PGAV**") was retained to perform an analysis of the Area and determine whether the Area qualifies as a Blighted Area ("**Qualifications Analysis**" or "**Study**"). This Study documents the conditions found to be present in the Area and contains the analysis of how such conditions cause the Area to be a Blighted Area as defined within Section 99.805(1) RSMo.

This Qualifications Analysis is based upon the on-site investigation of the Area conducted by PGAV in February 2026 (the "**Site Visit**"). Photographs illustrating representative blighting conditions were taken during the Site Visit and are included in Appendix B – Blighted Area Existing Conditions Photos. This Study will not reflect changes in conditions or events that have occurred after the date of the Site Visit.

Blighted Area Qualifications Analysis

Various factors were observed in the Area during the Site Visit that correspond to the factors set forth in the definition of a Blighted Area.

Findings Regarding Insanitary or Unsafe Conditions

The current property owner has partially fenced the Area and attempted to prevent unauthorized access. However, the fencing is temporary and held in place by sandbags presenting an opportunity for criminal trespass.

The Area is particularly dark at night due to a lack of artificial lighting. Without sufficient lighting, trespassing and criminal activity could occur. A structure that was previously located in the northern portion of the Area was recently demolished. Broken pieces of concrete and metal, holes, and cracked

asphalt are present throughout the Area. Debris in the Area poses a risk to trespassers, and debris from the Area that has spread to public streets and walkways bordering the Area poses a risk to passersby. Cracked, uneven pavement collects water, debris, and litter, creating potential breeding grounds for rodents and/or insects.

Findings Regarding Deterioration of Site Improvements

The concrete and asphalt paved surfaces in the Area are cracked, crumbling, and deteriorated. Potholes and uneven pavement are scattered throughout the Area. In the fenced portion of the Area, unkempt vegetation and debris cover what was previously a parking lot and the footprint of the former structure. Examples of these conditions are documented in the photos provided in Appendix B – Blighted Area Existing Conditions Photos.

Findings Regarding the Existence of Conditions Which Endanger Life or Property by Fire and Other Causes

The aforedescribed insanitary, unsafe, and deteriorated conditions present within the Area create circumstances that endanger life or property. The Area is partially secured with temporary fencing and lacks adequate lighting, making it vulnerable to trespassing and potential criminal activity. Metal and concrete debris scattered throughout the Area pose physical hazards to anyone who enters the Area, while loose fencing and piles of dirt provide concealment, contributing to unsafe conditions. Of particular concern are the uneven pavement, unsecured access points, and concealed areas, all of which could attract rodents, insects, or trespassers and collectively create a hazardous environment.

Findings Regarding Economic Liability

The Area, by reason of both a predominance of each of, as well as a combination of, insanitary and unsafe conditions and deterioration of site improvements, constitutes an economic liability. The Area, in its present condition and use, is underutilized. The conditions described herein are a deterrent to future investment and development in the Area.

Based on the Site Visit, PGAV's observations that the Area shows a predominance of insanitary and unsafe conditions is supported by the following evidence:

- Partial, temporary fencing around the Area, which is held in place by sandbags, that is inadequate to secure the Area and presents an opportunity for trespass and criminal activity;
- Insufficient artificial lighting in the Area that presents an opportunity for trespass and criminal activity;
- Due to recent demolitions of structures in the Area, there are broken pieces of concrete, metal, and debris piles that pose risks to trespassers and passersby; and
- Cracked asphalt, uncovered holes, and uneven pavement throughout the Area that pose risks to trespassers and collect water, debris, and litter which can create breeding grounds for rodents and insects.

Based on the Site Visit, PGAV's observations that the Area shows a deterioration of site improvements is supported by the following evidence:

- The asphalt and concrete paved surfaces in the Area are cracked, crumbling, and deteriorated;
- The presence of potholes and uneven pavement throughout the Area;
- In the fenced in portion of the Area, overgrown vegetation and debris covering what was previously a parking lot and the footprint of the former structure.

The above-described conditions will require private investment to remediate. If such conditions are not remediated, PGAV anticipates that the property values will be lower than similarly-situated properties that do not suffer from the same insanitary, unsafe, and deteriorated conditions. Lower property values are likely to result in less property tax revenues. At the same time, the continued existence of the insanitary, unsafe, and deteriorated conditions will likely result in the demand for future governmental services, such as responding to accidents and trespassing. The lower tax revenues combined with the increased demand for governmental services create an economic liability.

Since 2016, the assessed value of the Area has remained stagnant at approximately $241,500. For comparison, between 2015 and 2024, the assessed value of commercial property in the City has increased by an average of 4.2% annually according to the City's most recent annual comprehensive financial report from December 31, 2024. Over the same time period, inflation has increased at an average annual rate of 3.27% according to the Federal Reserve Bank of St. Louis. The value of the Area is not growing commensurate with inflation and is not generating economic value and tax value comparable to market trends and economic needs. Therefore, the Area constitutes an economic liability.

Findings Regarding Social Liability

The Area is also a social liability in its present condition and use due to the blighting factors previously described. Social liability exists where conditions present a threat to public safety and welfare. The Area's proximity to several residential properties and a hospital heightens concerns for public safety. Additionally, the Area's current condition conveys disinvestment and negatively affects perceptions of the surrounding neighborhood.

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SECTION III – SUMMARY OF FINDINGS

Summary

The Area is currently vacant with debris from a demolished structure; deteriorated, cracked, and crumbling pavement; metal and concrete debris, and litter that present insanitary and unsafe conditions. The Area presents a hazardous condition reducing neighboring property values. Ease of trespassing and potential for concealed criminal activity detract from the Area's condition. Ultimately, the condition of the Area menaces the public health, safety, and welfare and creates an economic and social liability.

The Area meets the definition of a Blighted Area set forth in Chapter 353 because of the predominance and combination of the aforedescribed factors. The observed insanitary and unsafe conditions, deterioration of site improvements, and the existence of conditions which endanger life or property by fire and other causes constitute an economic liability and a social liability in the Area's present condition and use.

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PGAV PLANNERS

300 SOUTH 5TH STREET QUALIFICATIONS ANALYSIS
ST. CHARLES, MISSOURI

MARCH 5, 2026

APPENDICES

APPENDIX A – SUPPORTING EXHIBITS

Appendix A – Supporting Exhibits includes exhibits which support the analysis within this Study.

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Figure 1 – Regional Overview

Source: US Census, ESRI, 2026.

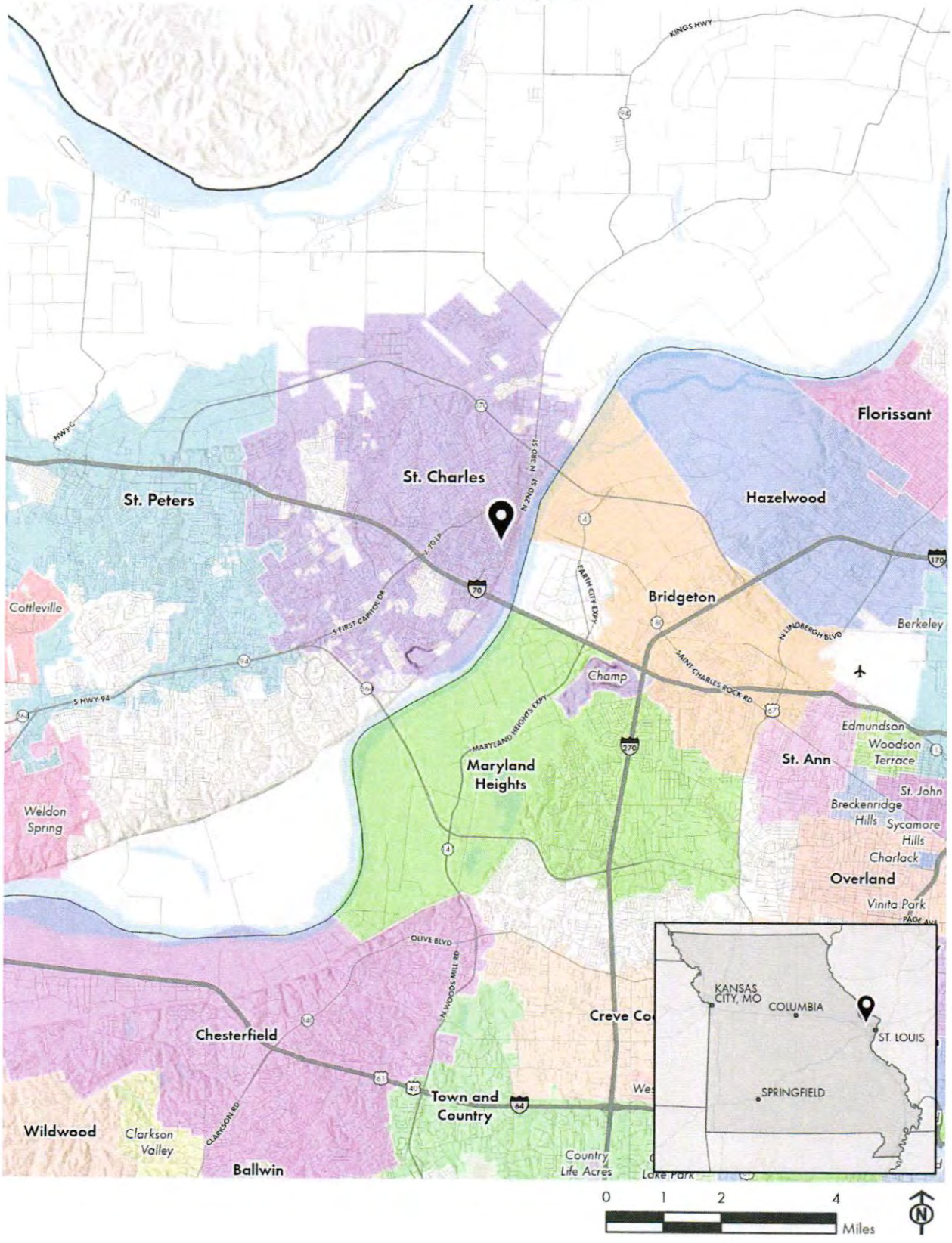


Figure 2 - Area Boundary Map (Aerial Satellite)

Source: Nearmap, City of St. Charles, PGAV, 2026.



Figure 3 - Existing Zoning Map

Source: City of St. Charles, St. Charles County, 2026.

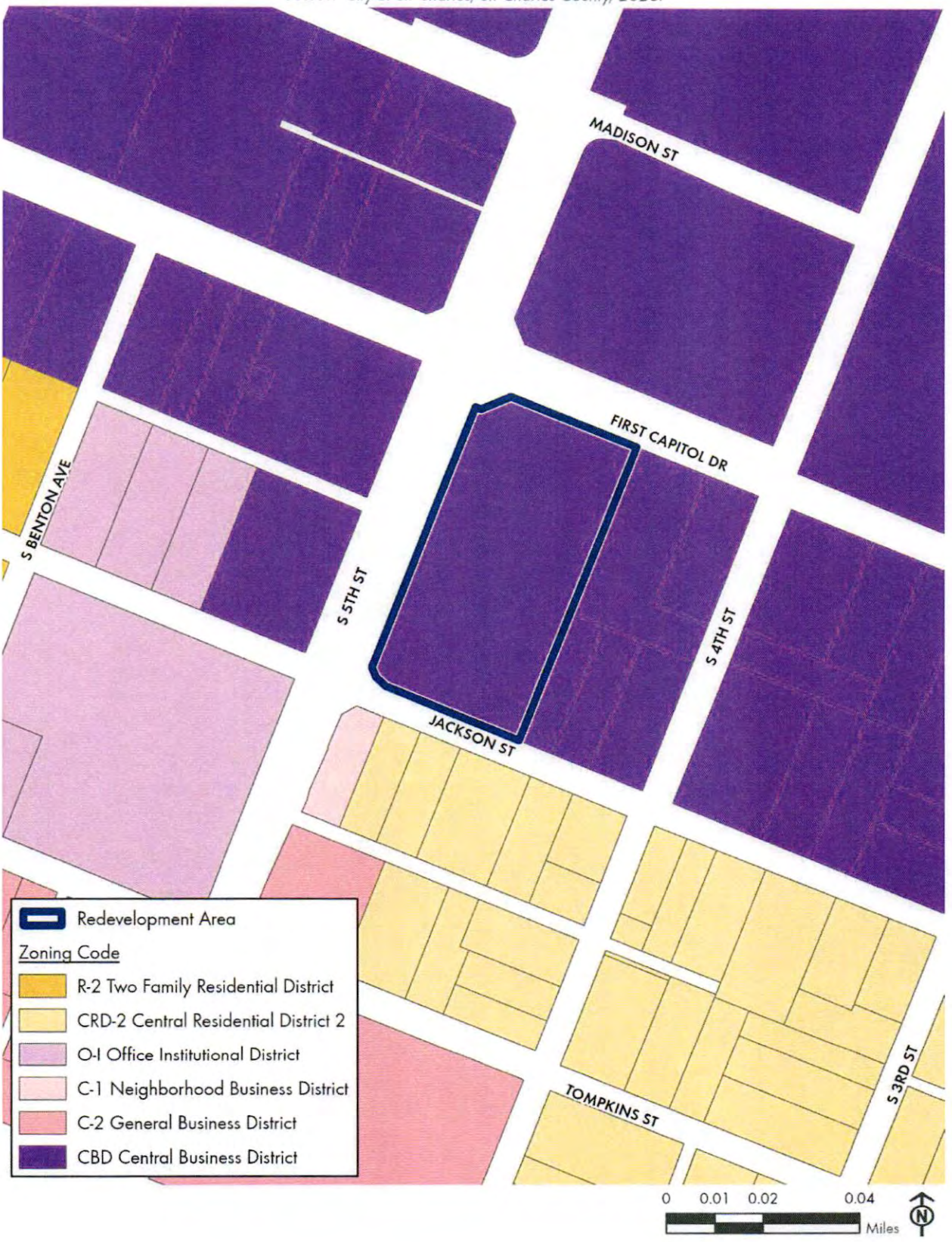


Figure 4 - Existing Land Use Map

Source: City of St. Charles, PGAV, 2026.

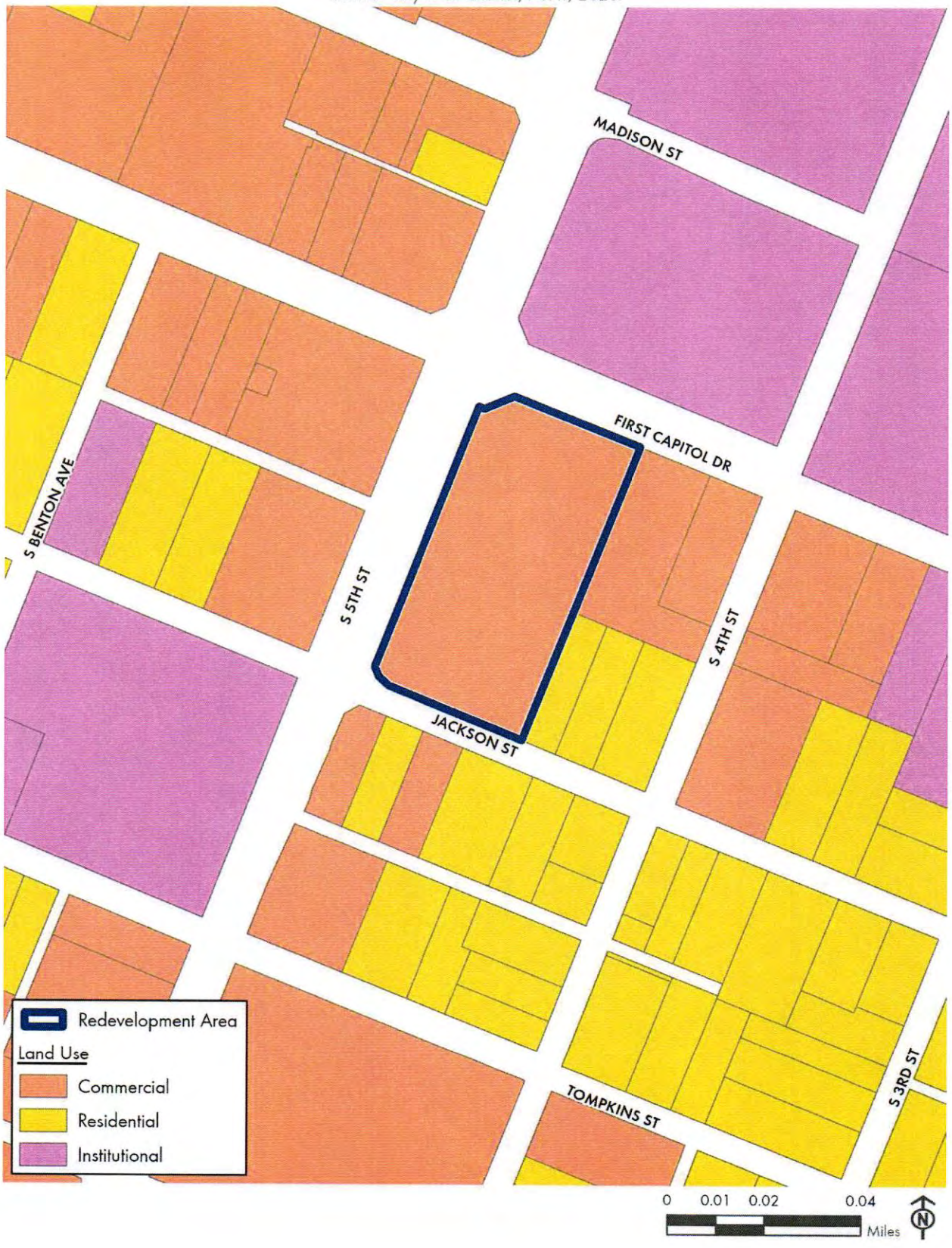
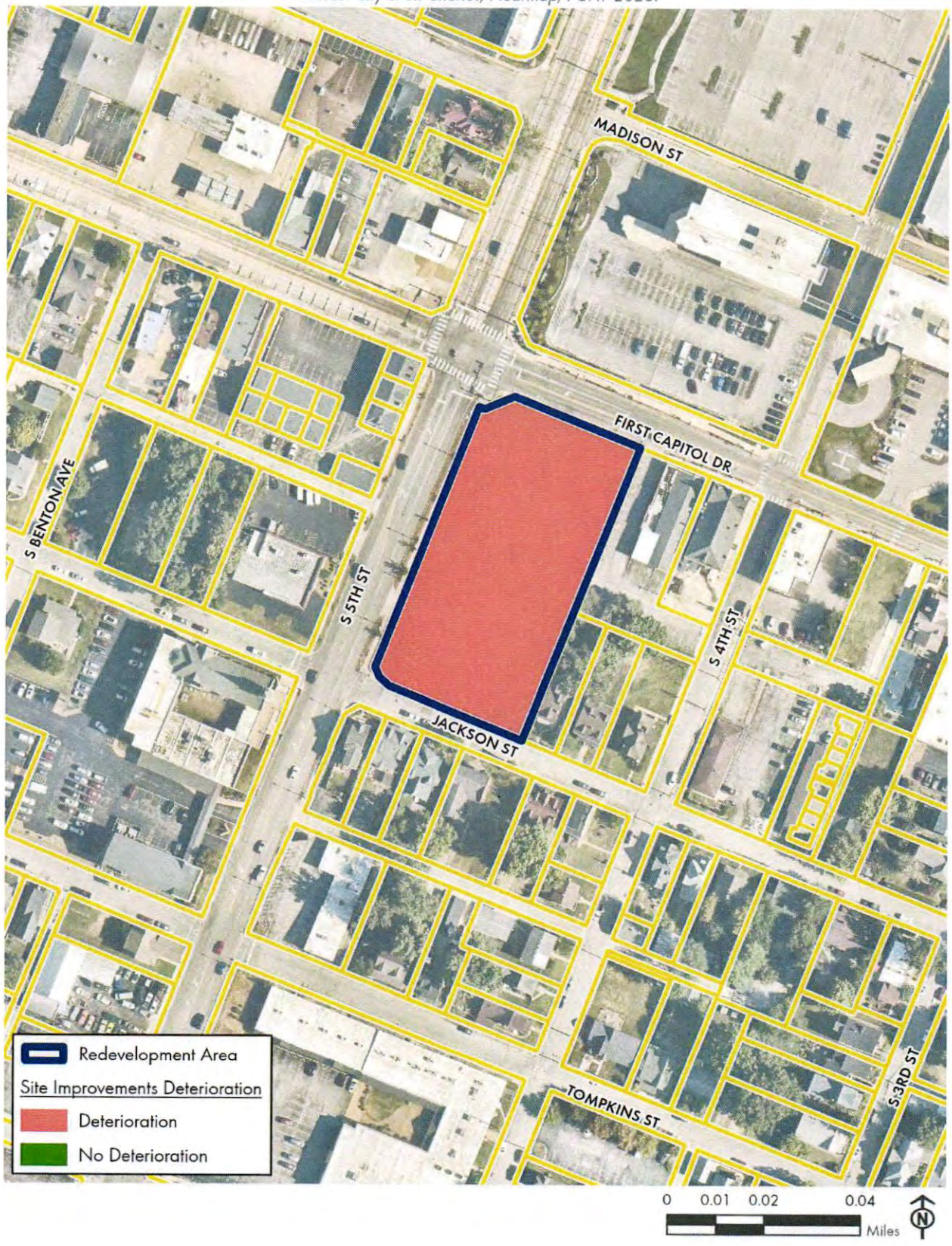


Figure 5 - Site Improvements Deterioration

Source: City of St. Charles, Nearmap, PGAV 2026.



APPENDIX B – BLIGHTED AREA EXISTING CONDITIONS PHOTOS

This Study is based upon the Site Visit. Photographs herein were taken during the Site Visit and illustrate representative blighting conditions. This Study will not reflect changes in conditions or events that have occurred after the date of the Site Visit.

Figure 6 – Insanitary and Unsafe Conditions

Description: Temporary fencing held in place by sandbags



Figure 7 – Insanitary and Unsafe Conditions

Description: Southern portion of the Area is not secured by fencing



Figure 8 – Insanitary and Unsafe Conditions

Description: Deteriorated and uneven asphalt collecting water



Figure 9 – Unsafe and Deteriorated

Description: Deteriorated and uneven asphalt with piles of dirt



Figure 10 – Unsafe and Deteriorated

Description: Cracked, crumbling, and uneven concrete paving showing deterioration.



Figure 11 – Unsafe and Deteriorated

Description: Concrete and metal debris present throughout the Area



Figure 12 – Unsafe and Deteriorated

Description: Uncovered holes



Figure 13 – Unsafe and Deteriorated

Description: Debris, piles of uncovered dirt, and areas of unmanaged vegetation.



Figure 14 - Unsafe and Deteriorated

Description: Debris and litter



Figure 15 – Unsafe and Deteriorated

Description: Cracked, crumbling, and deteriorated asphalt paving



Figure 16 – Unsafe and Deteriorated

Description: Cracked, crumbling, and deteriorated asphalt paving



Figure 17 – Unsafe and Deteriorated

Description: Deteriorated asphalt paving and tripping hazards



Figure 18 – Unsafe and Deteriorated

Description: Cracked, crumbling, and deteriorated asphalt.

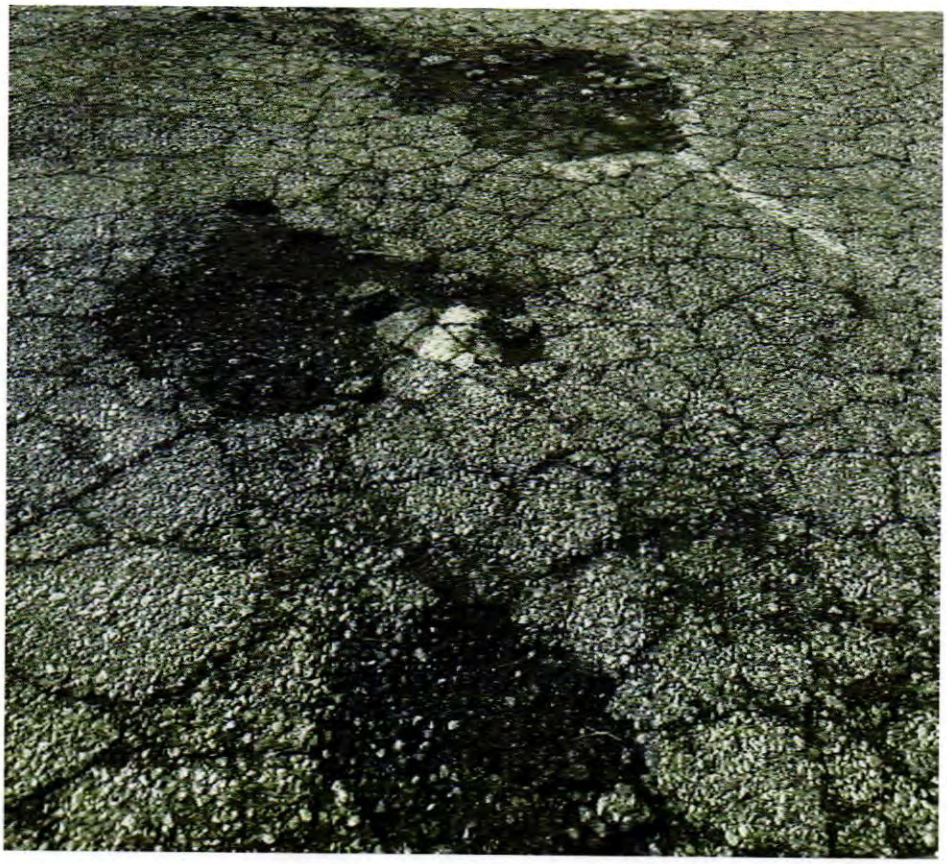


Figure 19 – Conditions Which Endanger Life

Description: Mounds of uncovered dirt provide concealment and make the Area vulnerable to trespassing and potential criminal activity.



EXHIBIT D – TAX IMPACT STATEMENT

See Following Pages

for

300 South 5th Street Redevelopment Area – Chapter 353 Tax Impact Statement

PGAV PLANNERS

Community Planning
Economic Development
Urban Design

Saint Louis Place
200 North Broadway, Suite 1000
St. Louis, Missouri 63102
(314) 231-7318

TECHNICAL MEMORANDUM

Re: Tax Impact Statement
300 South 5th Street
353 Redevelopment Area
St. Charles, Missouri

Date: March 5, 2026

To: Michael Durham, Alpine Management, LLC
Scott Riley, Cook & Riley, LLC

From: Andy Struckhoff and Lindsey Evans
PGAV Planners

PURPOSE OF THIS MEMORANDUM

This memorandum and the accompanying tables comprise the Tax Impact Statement ("**TIS**") for the 300 South 5th Street Redevelopment Area Chapter 353 Development Plan (the "**Development Plan**" or "**Plan**") proposed by First Capitol Place LLC (the "**Developer**"), an affiliate of Alpine Management Corporation and St. Charles Strategic Development, for the 300 South 5th Street Redevelopment Area (the "**Area**"), as described in the Plan. The Developer proposes constructing a 108-unit multifamily building of four stories, along with associated resident parking, within the Area (the "**Redevelopment Project**" or "**Project**").

The Area was formerly the location of a bank, which has been demolished. The Area is generally bounded by First Capitol Drive to the north, South 5th Street to the west, Jackson Street to the south, and the parcel boundaries of 405 First Capitol Drive and 412 Jackson Street to the east. See Figure 1 for a boundary map. The Area is within the City of St. Charles (the "**City**"), the County of St. Charles (the "**County**"), and the State of Missouri (the "**State**").

To render the Project financially feasible, the Developer has requested tax abatement pursuant to Sections 353.010 through 353.190 of the Revised Statutes of Missouri ("**RSMo**"), known as the Urban Redevelopment Corporations Law ("**Chapter 353**") and sales tax exemption on construction materials pursuant to Sections 100.010 through 100.200 RSMo ("**Chapter 100**"). PGAV Planners, LLC ("**PGAV**") was retained to: 1) prepare the Plan that describes the Developer's proposed Redevelopment Project and additional information required by Chapter 353; 2) perform an analysis of the Area and determine

whether the Area qualifies as a Blighted Area as defined in Section 353.020(2) RSMo ("**Qualifications Analysis**" or "**Study**"); and 3) prepare this TIS, which is an accompanying document to the Study and the Plan.

TAX REVENUE PROJECTIONS

Four major sources of revenue for local jurisdictions include real property taxes, personal property taxes, sales taxes, and utility taxes. This TIS estimates the impact of the Project and requested tax abatement on real property tax revenues. This TIS provides a written statement that includes an estimate of the amount of ad valorem tax revenues of each political subdivision that may be affected by the proposed real property tax abatement pursuant to Chapter 353. The Project, and the associated tax incentives requested by Developer in the Plan, are not expected to have a negative impact on personal property tax revenues or utility tax revenues of any political subdivision imposing such taxes. The impact of the State and local sales and use tax exemption on construction materials for the Project being facilitated by a Chapter 100 industrial revenue bond issuance have been separately analyzed in a cost benefit analysis prepared by Gilmore Bell on behalf of the City.

The revenue projections herein (the "**Projections**") are based on the Plan, related information provided to PGAV by the Developer, and additional research by PGAV. These Projections are for a Redevelopment Project that is not yet constructed. The Projections are based on a series of assumptions that must be considered when interpreting the results of this TIS. The user of this TIS is cautioned to study the assumptions noted throughout. See Figure 1 for Redevelopment Area boundary.

The no-build scenario within these Projections ("**No-Build Scenario**") assumes the Redevelopment Area remains in its current condition. The market value of real property in the Area is assumed to grow at one/half of one percent (0.5%) in reassessment years (odd-numbered years). This No-Build Scenario is summarized in Appendix B – No-Build Scenario, Table 3 and Table 4. The build scenario within these Projections ("**Build Scenario**") assumes the Redevelopment Project is successfully implemented with tax abatement pursuant to Chapter 353. This Build Scenario is summarized in Appendix C – Build Scenario, Table 5 and Table 6.

An annual comparison of the No-Build Scenario as compared to the Build Scenario is provided in Appendix D – Fiscal Impact Comparison Table 7. A comparison by taxing jurisdiction of the No-Build Scenario to the Build Scenario is provided in Appendix D – Fiscal Impact Comparison Table 8.

Figure 1 - Redevelopment Area Boundary

Source: Nearmap, City of St. Charles, PGAV, 2026.



REAL PROPERTY TAX ABATEMENT REQUEST

The Developer has requested Chapter 353 real property tax abatement on the real property within the Redevelopment Area (the "**Project Site**"). The Project Site includes the land and improvements. The Project Site may—subject to a redevelopment agreement between and among the City, the Developer, and an urban redevelopment corporation ("**Corporation**")—receive real property tax abatement for up to 25 years after title to the Project Site is transferred to the Corporation.

It is anticipated that the Project will be developed in one phase, and the title to the Project Site is anticipated to be transferred to the Corporation in 2028. Ad valorem real property tax abatement pursuant to Chapter 353 shall continue for 19 additional years (i.e., 20 years of tax abatement total).

1. During the first five years of the tax abatement period (expected to be 2028 through 2032, inclusive), ad valorem real property taxes shall be imposed in such amounts as measured by the "**Base EAV**" or "**Base Equalized Assessed Value**", defined as the assessed value of land included in the Project Site, exclusive of improvements, in the calendar year prior to the Corporation's acquisition of the Project Site (as required by Section 353.110.1 RSMo).
2. For the next ensuing five years of the tax abatement period (expected to be 2033 through 2037, inclusive), ad valorem real property taxes shall be imposed in such amounts as measured by the Base EAV. In addition, the Developer shall pay payments in lieu of ad valorem real property taxes ("**PILOTs**") equal to fifty (50%) of the value of the improvements, as determined by the St. Charles County Assessor ("**Assessor**"). Accordingly, during this period, the taxes and PILOTs will equal the taxes on the Base EAV plus fifty (50%) of the taxes on the value of the improvements.
3. For the next ensuing 10 years of the tax abatement period (expected to be 2038 through 2047, inclusive), ad valorem real property taxes shall be imposed in such amounts as measured by the total assessed value of the Project Site, including both the assessed value of the land and the assessed value of any improvements, as determined by the Assessor, using fifty (50%) of the Project Site's true value. In addition, the Developer shall pay PILOTs in such amounts that, together with any ad valorem property taxes due pursuant to the prior sentence, equal seventy-five (75%) of the true value of the land and the improvements, as determined by the Assessor. Accordingly, during this period, the taxes and PILOTs will equal seventy-five (75%) of the value of the land and the improvements.

Base Equalized Assessed Value ("EAV")

The annual assessed value must exceed the Base EAV in order for PILOTs to be generated. Based on the most recent (2025) assessment by the Assessor, the Project Site has a total assessed value of $241,526, which includes a land assessed value of $239,005 and an improvements assessed value of $2,521, as shown in Appendix A – Baseline Tables Table 1. The Base EAV used in years 1 through 10 of the Build Scenario within the Projections is $239,005.

Tax Rates

The 2025 property tax rates can be found in Appendix A – Baseline Tables Table 2. Actual tax rates will vary from year-to-year due to changes in adopted tax rates, State mandated rollbacks resulting from increased assessed value through reassessment, and/or bond issues and debt retirement. Therefore, the 2025 rates are used throughout the Projections.

Emergency Service District Payments

Chapter 353 allows any district or county imposing a property tax for the purposes of providing emergency services under Chapter 190 RSMo or Chapter 321 RSMo to be reimbursed in an amount that is at least fifty percent (50%) but not more than one hundred percent (100%) of the amount of ad valorem property tax revenues that the district or county would have received in the absence of the tax abatement or exemption provided under Chapter 353. An ambulance district board operating under Chapter 190 RSMo, a fire protection district board operating under Chapter 321 RSMo, or the governing body of a county operating a 911 center providing emergency or dispatch services under Chapter 190 RSMo or Chapter 321 RSMo (collectively referred to herein as "**Emergency Services**") shall annually set the reimbursement rate prior to the time the assessment is determined by the Assessor. The Projections assume, during the entire term projected, that each Emergency Services district will elect to be reimbursed for 100% of its tax revenues.

Projected Market Value and Assessed Value

The assumptions used in this TIS to project future market values are based on information on comparable facilities obtained from the Assessor. At the time the Project is completed, the Assessor will appraise the actual Project as constructed. Since the Redevelopment Project has not yet been built, the Assessor cannot determine the future appraised value for purposes of levying real property taxes. Note that future appeals of the Assessor's appraisal may also impact the amount of property tax revenues generated by the Redevelopment Project.

The estimated market value for the proposed Project is $130,000 per unit. At 108 units, the estimated market value for the Project is $14,040,000.

Growth in Market Value

Based on the construction schedule provided by the Developer, the Project is assumed to be assessed at 100% of its value on January 1, 2028. The market value is assumed to grow two percent (2%) at each reassessment year (odd numbered years) after construction completion.

TAX REVENUE PROJECTION TABLES

The attached revenue tables comprise the substance of this TIS. The baseline tables establish the basic assumptions about the Redevelopment Project and identify the estimated Base EAV of real property.

The fiscal impact analysis tables for the No-Build Scenario illustrate the distribution of taxes to affected taxing districts should the Development Plan not be adopted and the Project not be built. The fiscal impact analysis tables for the Build Scenario show the distribution of taxes to the affected taxing districts over the life of the Project should the Development Plan be adopted.

GENERAL CONDITIONS AND ASSUMPTIONS

This Memo is based on assumptions, projections, and information provided by the City and various other sources considered reliable. PGAV neither verified nor audited the information that was provided by the other sources. Information provided by others is assumed to be reliable, but PGAV assumes no responsibility for its accuracy or certainty.

These projections are intended to be interpreted and used based on the assumptions used for their preparation. Projections formulated in this document are based on currently available information and the assumptions as stated. PGAV believes that the assumptions used in this analysis constitute a reasonable basis for its preparation.

In addition to the impact on these projections of actual implementation activities, external factors may influence these assumptions and projections as well. Changes in the national, regional, and local economic and real estate market conditions and trends may impact the real estate market and redevelopment activity. Changes or modifications may also be caused by economic, environmental, legislative, or physical events or conditions. PGAV assumes no liability should market conditions change or the development schedule not be met.

The tax revenue projections contained in this report represent prospective information, opinions, and estimates regarding a development project that is not yet constructed. These projections are not provided as predictions or assurances that a certain level of performance will be achieved or that certain events will occur. The actual results will vary from the projections described herein and the variations may be material. Because the future is uncertain, there is risk associated with achieving the results projected. PGAV assumes no responsibility for any degree of risk involved.

This report and the information included herein are intended for the purposes of providing a preliminary concept of the performance of this potential project for use by the City and should not be used for other purposes with the exception of sharing with overlapping taxing districts.

Neither this document nor its contents may be referred to or quoted, in whole or in part, for any purpose including, but not limited to, any official statement for a bond issue and consummation of a bond sale, any registration statement, prospectus, loan, or other agreement or document, without prior review and written approval by PGAV regarding any representation therein with respect to PGAV's organization and work product.

PGAV PLANNERS

300 SOUTH 5TH STREET REDEVELOPMENT AREA
TAX IMPACT STATEMENT
ST. CHARLES, MISSOURI

MARCH 5, 2026

APPENDICES

APPENDIX A – BASELINE TABLES

Table 1 - Base EAV (Land and Improvements)

Source: County Assessor, 2026.

Site Address	Parcel ID	Assessed Value - Land	Assessed Value - Improvements	Assessed Value - Total Total (32% Commercial)
Base EAV Analysis				
300 S 5TH ST, ST CHARLES, 63301	6-009D-B130-00-0003.0000000	$ 239,005	$ 2,521	$ 241,526
Estimated Base Equalized Assessed Value		**$ 239,005**		

Notes:
(1) 2025 Assessed Values from County Assessor

Table 2 - 2025 Real Property Tax Rates

Source: County Assessor, 2026.

	Subject to Tax Abatement?	Total Residential Tax Rate per $100	Total Commercial Tax Rate per $100
Taxing Districts			
State of Missouri	Yes	0.0300	0.0300
St. Charles County - Road & Bridge	Yes	0.1687	0.1687
St. Charles County - Developmental Disability Board	Yes	0.1068	0.1068
St. Charles County - Public Library District	Yes	0.1668	0.1668
St. Charles County - Community College (General Revenue)	Yes	0.1323	0.1323
St. Charles County - Community College (Debt Service)	Yes	0.0246	0.0246
City of St. Charles - Debt Service	Yes	0.1613	0.1613
City of St. Charles - General Revenue	Yes	0.4148	0.4148
City of St. Charles - Parks & Recreation	Yes	0.1788	0.1788
St. Charles School District R6 (Debt)	Yes	0.7500	0.7500
St. Charles School District R6 (Non-Debt)	Yes	3.7241	3.7241
Subtotal Rate		**5.8582**	**5.8582**
Commercial			
Commercial Surcharge	Yes	0.0000	0.5300
Subtotal Commercial Rate		**0.0000**	**0.5300**
Emergency Services			
St. Charles County - Dispatch & Alarm	No	0.0324	0.0324
St. Charles County - Ambulance District (General Revenue)	No	0.2675	0.2675
St. Charles County - Ambulance District (Debt Service)	No	0.0500	0.0500
Subtotal Emergency Services Rate		**0.3499**	**0.3499**
Total Rate		**6.2081**	**6.7381**

Notes:

(1) Although actual tax rates may vary from year to year, the 2025 rates are used throughout this analysis to project property tax revenues.

(2) Pursuant to Chapter 353, an emergency services district is entitled to request reimbursement in an amount that is at least 50% but not more than 100% of the amount of ad valorem property tax revenues that the emergency services district would have received in the absence of tax abatement. For the purposes of this TIS, it is assumed that St. Charles County Ambulance District and St. Charles County Dispatch & Alarm have requested reimbursement of 100% of the amount of ad valorem tax revenues that the district would have received in the absence of tax abatement.

APPENDIX B – NO-BUILD SCENARIO

Table 3 – Estimated Real Property Taxes Paid (No Build) by Jurisdiction (Table 1 of 2)

Calendar Years		2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
TIF Program Year		1	2	3	4	5	6	7	8	9	10
Total Commercial Market Value		$ 754,769	$ 758,543	$ 758,543	$ 762,336	$ 762,336	$ 766,147	$ 766,147	$ 769,978	$ 769,978	$ 773,828
Total Commercial Assessed Value		**$ 241,526**	**$ 242,734**	**$ 242,734**	**$ 243,947**	**$ 243,947**	**$ 245,167**	**$ 245,167**	**$ 246,393**	**$ 246,393**	**$ 247,625**
Base EAV (Years 1-10) (to pay base taxes on)		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Commercial Incremental Assessed Value (Value of Improvements)		$ 241,526	$ 242,734	$ 242,734	$ 243,947	$ 243,947	$ 245,167	$ 245,167	$ 246,393	$ 246,393	$ 247,625
Tax Abatement		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Total Commercial Unabated Value (to pay PILOTs on)		$ 241,526	$ 242,734	$ 242,734	$ 243,947	$ 243,947	$ 245,167	$ 245,167	$ 246,393	$ 246,393	$ 247,625
Total Commercial Base + Unabated Assessed Value		**$ 241,526**	**$ 242,734**	**$ 242,734**	**$ 243,947**	**$ 243,947**	**$ 245,167**	**$ 245,167**	**$ 246,393**	**$ 246,393**	**$ 247,625**
	Comm. Rate	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
		1	2	3	4	5	6	7	8	9	10
Taxing Districts		Taxes Paid on Total Assessed Value					Taxes Paid on Total Assessed Value				
State of Missouri	0.0300	$ 72	$ 73	$ 73	$ 73	$ 73	$ 74	$ 74	$ 74	$ 74	$ 74
St. Charles County - Road & Bridge	0.1687	$ 407	$ 409	$ 409	$ 412	$ 412	$ 414	$ 414	$ 416	$ 416	$ 418
St. Charles County - Developmental Disability Board	0.1068	$ 258	$ 259	$ 259	$ 261	$ 261	$ 262	$ 262	$ 263	$ 263	$ 264
St. Charles County - Public Library District	0.1668	$ 403	$ 405	$ 405	$ 407	$ 407	$ 409	$ 409	$ 411	$ 411	$ 413
St. Charles County - Community College (General Revenue)	0.1323	$ 320	$ 321	$ 321	$ 323	$ 323	$ 324	$ 324	$ 326	$ 326	$ 328
St. Charles County - Community College (Debt Service)	0.0246	$ 59	$ 60	$ 60	$ 60	$ 60	$ 60	$ 60	$ 61	$ 61	$ 61
City of St. Charles - Debt Service	0.1613	$ 390	$ 392	$ 392	$ 393	$ 393	$ 395	$ 395	$ 397	$ 397	$ 399
City of St. Charles - General Revenue	0.4148	$ 1,002	$ 1,007	$ 1,007	$ 1,012	$ 1,012	$ 1,017	$ 1,017	$ 1,022	$ 1,022	$ 1,027
City of St. Charles - Parks & Recreation	0.1788	$ 432	$ 434	$ 434	$ 436	$ 436	$ 438	$ 438	$ 441	$ 441	$ 443
St. Charles School District R6 (Debt)	0.7500	$ 1,811	$ 1,821	$ 1,821	$ 1,830	$ 1,830	$ 1,839	$ 1,839	$ 1,848	$ 1,848	$ 1,857
St. Charles School District R6 (Non-Debt)	3.7241	$ 8,995	$ 9,040	$ 9,040	$ 9,085	$ 9,085	$ 9,130	$ 9,130	$ 9,176	$ 9,176	$ 9,222
Commercial		Taxes Paid on Total Assessed Value					Taxes Paid on Total Assessed Value				
Commercial Surcharge	0.5300	$ 1,280	$ 1,286	$ 1,286	$ 1,293	$ 1,293	$ 1,299	$ 1,299	$ 1,306	$ 1,306	$ 1,312
Emergency Services		Taxes Paid on Total Assessed Value					Taxes Paid on Total Assessed Value				
St. Charles County - Dispatch & Alarm	0.0324	$ 78	$ 79	$ 79	$ 79	$ 79	$ 79	$ 79	$ 80	$ 80	$ 80
St. Charles County - Ambulance District (General Revenue)	0.2675	$ 646	$ 649	$ 649	$ 653	$ 653	$ 656	$ 656	$ 659	$ 659	$ 662
St. Charles County - Ambulance District (Debt Service)	0.0500	$ 121	$ 121	$ 121	$ 122	$ 122	$ 123	$ 123	$ 123	$ 123	$ 124
Estimated Total Real Property Taxes Paid - No-Build		**$ 16,274**	**$ 16,356**	**$ 16,356**	**$ 16,437**	**$ 16,437**	**$ 16,520**	**$ 16,520**	**$ 16,602**	**$ 16,602**	**$ 16,685**

Table 4 - Estimated Real Property Taxes Paid (No Build) by Jurisdiction (Table 2 of 2)

Calendar Years		2038	2039	2040	2041	2042	2043	2044	2045	2046	2047
TIF Program Year		11	12	13	14	15	16	17	18	19	20
Total Commercial Market Value		$ 773,828	$ 777,697	$ 777,697	$ 781,585	$ 781,585	$ 785,493	$ 785,493	$ 789,421	$ 789,421	$ 793,368
Total Commercial Assessed Value		**$ 247,625**	**$ 248,863**	**$ 248,863**	**$ 250,107**	**$ 250,107**	**$ 251,358**	**$ 251,358**	**$ 252,615**	**$ 252,615**	**$ 253,878**
Base EAV (Years 1-10) (to pay base taxes on)		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Commercial Incremental Assessed Value (Value of Improvements)		$ 247,625	$ 248,863	$ 248,863	$ 250,107	$ 250,107	$ 251,358	$ 251,358	$ 252,615	$ 252,615	$ 253,878
Tax Abatement		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Total Commercial Unabated Value (to pay PILOTs on)		$ 247,625	$ 248,863	$ 248,863	$ 250,107	$ 250,107	$ 251,358	$ 251,358	$ 252,615	$ 252,615	$ 253,878
Total Commercial Base + Unabated Assessed Value		**$ 247,625**	**$ 248,863**	**$ 248,863**	**$ 250,107**	**$ 250,107**	**$ 251,358**	**$ 251,358**	**$ 252,615**	**$ 252,615**	**$ 253,878**
	Comm. Rate	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**
		11	**12**	**13**	**14**	**15**	**16**	**17**	**18**	**19**	**20**
Taxing Districts		Taxes Paid on Total Assessed Value									
State of Missouri	0.0300	$ 74	$ 75	$ 75	$ 75	$ 75	$ 75	$ 75	$ 76	$ 76	$ 76
St. Charles County - Road & Bridge	0.1687	$ 418	$ 420	$ 420	$ 422	$ 422	$ 424	$ 424	$ 426	$ 426	$ 428
St. Charles County - Developmental Disability Board	0.1068	$ 264	$ 266	$ 266	$ 267	$ 267	$ 268	$ 268	$ 270	$ 270	$ 271
St. Charles County - Public Library District	0.1668	$ 413	$ 415	$ 415	$ 417	$ 417	$ 419	$ 419	$ 421	$ 421	$ 423
St. Charles County - Community College (General Revenue)	0.1323	$ 328	$ 329	$ 329	$ 331	$ 331	$ 333	$ 333	$ 334	$ 334	$ 336
St. Charles County - Community College (Debt Service)	0.0246	$ 61	$ 61	$ 61	$ 62	$ 62	$ 62	$ 62	$ 62	$ 62	$ 62
City of St. Charles - Debt Service	0.1613	$ 399	$ 401	$ 401	$ 403	$ 403	$ 405	$ 405	$ 407	$ 407	$ 410
City of St. Charles - General Revenue	0.4148	$ 1,027	$ 1,032	$ 1,032	$ 1,037	$ 1,037	$ 1,043	$ 1,043	$ 1,048	$ 1,048	$ 1,053
City of St. Charles - Parks & Recreation	0.1788	$ 443	$ 445	$ 445	$ 447	$ 447	$ 449	$ 449	$ 452	$ 452	$ 454
St. Charles School District R6 (Debt)	0.7500	$ 1,857	$ 1,866	$ 1,866	$ 1,876	$ 1,876	$ 1,885	$ 1,885	$ 1,895	$ 1,895	$ 1,904
St. Charles School District R6 (Non-Debt)	3.7241	$ 9,222	$ 9,268	$ 9,268	$ 9,314	$ 9,314	$ 9,361	$ 9,361	$ 9,408	$ 9,408	$ 9,455
Commercial		Taxes Paid on Total Assessed Value									
Commercial Surcharge	0.5300	$ 1,312	$ 1,319	$ 1,319	$ 1,326	$ 1,326	$ 1,332	$ 1,332	$ 1,339	$ 1,339	$ 1,346
Emergency Services		Taxes Paid on Total Assessed Value									
St. Charles County - Dispatch & Alarm	0.0324	$ 80	$ 81	$ 81	$ 81	$ 81	$ 81	$ 81	$ 82	$ 82	$ 82
St. Charles County - Ambulance District (General Revenue)	0.2675	$ 662	$ 666	$ 666	$ 669	$ 669	$ 672	$ 672	$ 676	$ 676	$ 679
St. Charles County - Ambulance District (Debt Service)	0.0500	$ 124	$ 124	$ 124	$ 125	$ 125	$ 126	$ 126	$ 126	$ 126	$ 127
Estimated Total Real Property Taxes Paid - No-Build		**$ 16,685**	**$ 16,769**	**$ 16,769**	**$ 16,852**	**$ 16,852**	**$ 16,937**	**$ 16,937**	**$ 17,021**	**$ 17,021**	**$ 17,107**

APPENDIX C – BUILD SCENARIO

Table 5 – Estimated Real Property Taxes Paid (Build) by Jurisdiction (Table 1 of 2)

Calendar Years		2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
TIF Program Year		1	2	3	4	5	6	7	8	9	10
Total Residential Market Value		$ 14,040,000	$ 14,320,800	$ 14,320,800	$ 14,607,216	$ 14,607,216	$ 14,899,360	$ 14,899,360	$ 15,197,348	$ 15,197,348	$ 15,501,294
Total Residential Assessed Value		**$ 2,667,600**	**$ 2,720,952**	**$ 2,720,952**	**$ 2,775,371**	**$ 2,775,371**	**$ 2,830,878**	**$ 2,830,878**	**$ 2,887,496**	**$ 2,887,496**	**$ 2,945,246**
Base EAV (Years 1-10) (to pay base taxes on)		$ 239,005	$ 239,005	$ 239,005	$ 239,005	$ 239,005	$ 239,005	$ 239,005	$ 239,005	$ 239,005	$ 239,005
Total Residential Incremental Assessed Value (Value of Improvements)		$ 2,428,595	$ 2,481,947	$ 2,481,947	$ 2,536,366	$ 2,536,366	$ 2,591,873	$ 2,591,873	$ 2,648,491	$ 2,648,491	$ 2,706,241
Tax Abatement		100%	100%	100%	100%	100%	50%	50%	50%	50%	50%
Total Residential Unabated Value (to pay PILOTs on)		$ -	$ -	$ -	$ -	$ -	$ 1,295,937	$ 1,295,937	$ 1,324,245	$ 1,324,245	$ 1,353,120
Total Residential Base + Unabated Assessed Value		**$ 239,005**	**$ 239,005**	**$ 239,005**	**$ 239,005**	**$ 239,005**	**$ 1,534,942**	**$ 1,534,942**	**$ 1,563,251**	**$ 1,563,251**	**$ 1,592,126**
	Res. Rate	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**
		1	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**
Taxing Districts		Taxes Paid on Base					Taxes Paid on Base + PILOTs Paid on 50%				
State of Missouri	0.0300	$ 72	$ 72	$ 72	$ 72	$ 72	$ 460	$ 460	$ 469	$ 469	$ 478
St. Charles County - Road & Bridge	0.1687	$ 403	$ 403	$ 403	$ 403	$ 403	$ 2,589	$ 2,589	$ 2,637	$ 2,637	$ 2,686
St. Charles County - Developmental Disability Board	0.1068	$ 255	$ 255	$ 255	$ 255	$ 255	$ 1,639	$ 1,639	$ 1,670	$ 1,670	$ 1,700
St. Charles County - Public Library District	0.1668	$ 399	$ 399	$ 399	$ 399	$ 399	$ 2,560	$ 2,560	$ 2,608	$ 2,608	$ 2,656
St. Charles County - Community College (General Revenue)	0.1323	$ 316	$ 316	$ 316	$ 316	$ 316	$ 2,031	$ 2,031	$ 2,068	$ 2,068	$ 2,106
St. Charles County - Community College (Debt Service)	0.0246	$ 59	$ 59	$ 59	$ 59	$ 59	$ 378	$ 378	$ 385	$ 385	$ 392
City of St. Charles - Debt Service	0.1613	$ 386	$ 386	$ 386	$ 386	$ 386	$ 2,476	$ 2,476	$ 2,522	$ 2,522	$ 2,568
City of St. Charles - General Revenue	0.4148	$ 991	$ 991	$ 991	$ 991	$ 991	$ 6,367	$ 6,367	$ 6,484	$ 6,484	$ 6,604
City of St. Charles - Parks & Recreation	0.1788	$ 427	$ 427	$ 427	$ 427	$ 427	$ 2,744	$ 2,744	$ 2,795	$ 2,795	$ 2,847
St. Charles School District R6 (Debt)	0.7500	$ 1,793	$ 1,793	$ 1,793	$ 1,793	$ 1,793	$ 11,512	$ 11,512	$ 11,724	$ 11,724	$ 11,941
St. Charles School District R6 (Non-Debt)	3.7241	$ 8,901	$ 8,901	$ 8,901	$ 8,901	$ 8,901	$ 57,163	$ 57,163	$ 58,217	$ 58,217	$ 59,292
Commercial		Taxes Paid on Base					Taxes Paid on Base + PILOTs Paid on 50%				
Commercial Surcharge	0.0000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Emergency Services		Taxes Paid on Total Assessed Value					Taxes Paid on Total Assessed Value				
St. Charles County - Dispatch & Alarm	0.0324	$ 864	$ 882	$ 882	$ 899	$ 899	$ 917	$ 917	$ 936	$ 936	$ 954
St. Charles County - Ambulance District (General Revenue)	0.2675	$ 7,136	$ 7,279	$ 7,279	$ 7,424	$ 7,424	$ 7,573	$ 7,573	$ 7,724	$ 7,724	$ 7,879
St. Charles County - Ambulance District (Debt Service)	0.0500	$ 1,334	$ 1,360	$ 1,360	$ 1,388	$ 1,388	$ 1,415	$ 1,415	$ 1,444	$ 1,444	$ 1,473
Estimated Total Real Property Taxes Paid - Build		**$ 23,335**	**$ 23,522**	**$ 23,522**	**$ 23,712**	**$ 23,712**	**$ 99,825**	**$ 99,825**	**$ 101,682**	**$ 101,682**	**$ 103,575**

Table 6 - Estimated Real Property Taxes Paid (Build) by Jurisdiction (Table 2 of 2)

Calendar Years		2038	2039	2040	2041	2042	2043	2044	2045	2046	2047
TIF Program Year		11	12	13	14	15	16	17	18	19	20
Total Residential Market Value		$ 15,501,294	$ 15,811,320	$ 15,811,320	$ 16,127,547	$ 16,127,547	$ 16,450,098	$ 16,450,098	$ 16,779,100	$ 16,779,100	$ 17,114,682
Total Residential Assessed Value		**$ 2,945,246**	**$ 3,004,151**	**$ 3,004,151**	**$ 3,064,234**	**$ 3,064,234**	**$ 3,125,519**	**$ 3,125,519**	**$ 3,188,029**	**$ 3,188,029**	**$ 3,251,790**
Base EAV (Years 1-10) (to pay base taxes on)		$ 1,472,623	$ 1,502,075	$ 1,502,075	$ 1,532,117	$ 1,532,117	$ 1,562,759	$ 1,562,759	$ 1,594,014	$ 1,594,014	$ 1,625,895
Total Residential Incremental Assessed Value (Value of Improvements)		$ 1,472,623	$ 1,502,075	$ 1,502,075	$ 1,532,117	$ 1,532,117	$ 1,562,759	$ 1,562,759	$ 1,594,014	$ 1,594,014	$ 1,625,895
Tax Abatement		25%	25%	25%	25%	25%	25%	25%	25%	25%	25%
Total Residential Unabated Value (to pay PILOTs on)		$ 736,311	$ 751,038	$ 751,038	$ 766,058	$ 766,058	$ 781,380	$ 781,380	$ 797,007	$ 797,007	$ 812,947
Total Residential Base + Unabated Assessed Value		**$ 2,208,934**	**$ 2,253,113**	**$ 2,253,113**	**$ 2,298,175**	**$ 2,298,175**	**$ 2,344,139**	**$ 2,344,139**	**$ 2,391,022**	**$ 2,391,022**	**$ 2,438,842**
	Res. Rate	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047
		11	12	13	14	15	16	17	18	19	20
Taxing Districts		Taxes + PILOTs Paid on 75% of True Value									
State of Missouri	0.0300	$ 663	$ 676	$ 676	$ 689	$ 689	$ 703	$ 703	$ 717	$ 717	$ 732
St. Charles County - Road & Bridge	0.1687	$ 3,726	$ 3,801	$ 3,801	$ 3,877	$ 3,877	$ 3,955	$ 3,955	$ 4,034	$ 4,034	$ 4,114
St. Charles County - Developmental Disability Board	0.1068	$ 2,359	$ 2,406	$ 2,406	$ 2,454	$ 2,454	$ 2,504	$ 2,504	$ 2,554	$ 2,554	$ 2,605
St. Charles County - Public Library District	0.1668	$ 3,685	$ 3,758	$ 3,758	$ 3,833	$ 3,833	$ 3,910	$ 3,910	$ 3,988	$ 3,988	$ 4,068
St. Charles County - Community College (General Revenue)	0.1323	$ 2,922	$ 2,981	$ 2,981	$ 3,040	$ 3,040	$ 3,101	$ 3,101	$ 3,163	$ 3,163	$ 3,227
St. Charles County - Community College (Debt Service)	0.0246	$ 543	$ 554	$ 554	$ 565	$ 565	$ 577	$ 577	$ 588	$ 588	$ 600
City of St. Charles - Debt Service	0.1613	$ 3,563	$ 3,634	$ 3,634	$ 3,707	$ 3,707	$ 3,781	$ 3,781	$ 3,857	$ 3,857	$ 3,934
City of St. Charles - General Revenue	0.4148	$ 9,163	$ 9,346	$ 9,346	$ 9,533	$ 9,533	$ 9,723	$ 9,723	$ 9,918	$ 9,918	$ 10,116
City of St. Charles - Parks & Recreation	0.1788	$ 3,950	$ 4,029	$ 4,029	$ 4,109	$ 4,109	$ 4,191	$ 4,191	$ 4,275	$ 4,275	$ 4,361
St. Charles School District R6 (Debt)	0.7500	$ 16,567	$ 16,898	$ 16,898	$ 17,236	$ 17,236	$ 17,581	$ 17,581	$ 17,933	$ 17,933	$ 18,291
St. Charles School District R6 (Non-Debt)	3.7241	$ 82,263	$ 83,908	$ 83,908	$ 85,586	$ 85,586	$ 87,298	$ 87,298	$ 89,044	$ 89,044	$ 90,825
Commercial		Taxes + PILOTs Paid on 75% of True Value									
Commercial Surcharge	0.0000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Emergency Services		Taxes Paid on Total Assessed Value									
St. Charles County - Dispatch & Alarm	0.0324	$ 954	$ 973	$ 973	$ 993	$ 993	$ 1,013	$ 1,013	$ 1,033	$ 1,033	$ 1,054
St. Charles County - Ambulance District (General Revenue)	0.2675	$ 7,879	$ 8,036	$ 8,036	$ 8,197	$ 8,197	$ 8,361	$ 8,361	$ 8,528	$ 8,528	$ 8,699
St. Charles County - Ambulance District (Debt Service)	0.0500	$ 1,473	$ 1,502	$ 1,502	$ 1,532	$ 1,532	$ 1,563	$ 1,563	$ 1,594	$ 1,594	$ 1,626
Estimated Total Real Property Taxes Paid - Build		**$ 139,709**	**$ 142,503**	**$ 142,503**	**$ 145,353**	**$ 145,353**	**$ 148,261**	**$ 148,261**	**$ 151,226**	**$ 151,226**	**$ 154,250**

APPENDIX D – FISCAL IMPACT COMPARISON

Table 7 – Summary by Year

Program Year	Year	Taxes Paid	
		No-Build Scenario	Build Scenario with Chapter 353
1	2028	$ 16,274	$ 23,335
2	2029	$ 16,356	$ 23,522
3	2030	$ 16,356	$ 23,522
4	2031	$ 16,437	$ 23,712
5	2032	$ 16,437	$ 23,712
6	2033	$ 16,520	$ 99,825
7	2034	$ 16,520	$ 99,825
8	2035	$ 16,602	$ 101,682
9	2036	$ 16,602	$ 101,682
10	2037	$ 16,685	$ 103,575
11	2038	$ 16,685	$ 139,709
12	2039	$ 16,769	$ 142,503
13	2040	$ 16,769	$ 142,503
14	2041	$ 16,852	$ 145,353
15	2042	$ 16,852	$ 145,353
16	2043	$ 16,937	$ 148,261
17	2044	$ 16,937	$ 148,261
18	2045	$ 17,021	$ 151,226
19	2046	$ 17,021	$ 151,226
20	2047	$ 17,107	$ 154,250
TOTALS		**$ 333,740**	**$ 2,093,039**

Table 8 - Summary by District (Real Property Tax)

	Taxes Paid	
	No-Build Scenario	Build Scenario with Chapter 353
Taxing Districts		
State of Missouri	$ 1,486	$ 9,661
St. Charles County - Road & Bridge	$ 8,356	$ 54,329
St. Charles County - Developmental Disability Board	$ 5,290	$ 34,394
St. Charles County - Public Library District	$ 8,262	$ 53,717
St. Charles County - Community College (General Revenue)	$ 6,553	$ 42,606
St. Charles County - Community College (Debt Service)	$ 1,218	$ 7,922
City of St. Charles - Debt Service	$ 7,989	$ 51,945
City of St. Charles - General Revenue	$ 20,545	$ 133,583
City of St. Charles - Parks & Recreation	$ 8,856	$ 57,581
St. Charles School District R6 (Debt)	$ 37,148	$ 241,532
St. Charles School District R6 (Non-Debt)	$ 184,455	$ 1,199,317
Commercial		
Commercial Surcharge	$ 26,251	$ -
Emergency Services		
St. Charles County - Dispatch & Alarm	$ 1,605	$ 19,117
St. Charles County - Ambulance District (General Revenue)	$ 13,249	$ 157,833
St. Charles County - Ambulance District (Debt Service)	$ 2,477	$ 29,502
TOTALS	**$ 333,740**	**$ 2,093,039**

EXHIBIT B

REDEVELOPMENT AGREEMENT

(On file in the office of the City Clerk)

(The above space is reserved for Recorder's Certification.)

TITLE OF DOCUMENT:	REDEVELOPMENT AGREEMENT
DOCUMENT DATED AS OF:	_____, 2026
GRANTOR:	CITY OF ST. CHARLES, MISSOURI
GRANTOR'S MAILING ADDRESS:	200 N. Second Street St. Charles, Missouri 63301
GRANTEES:	FIRST CAPITOL PLACE LLC FIRST CAPITOL PLACE REDEVELOPMENT CORPORATION
GRANTEES' MAILING ADDRESS:	100 Clark St. HQ-1 St. Charles, Missouri 63301 Attn: Michael Durham
RETURN DOCUMENTS TO:	Mark D. Grimm, Esq. Gilmore & Bell, P.C. 211 North Broadway, Suite 2000 St. Louis, Missouri 63102
LEGAL DESCRIPTION:	See **Exhibit A**

REDEVELOPMENT AGREEMENT

FOR

FIRST CAPITOL PLACE REDEVELOPMENT PROJECT

AMONG THE

CITY OF ST. CHARLES, MISSOURI,

FIRST CAPITOL PLACE LLC

AND THE

FIRST CAPITOL PLACE REDEVELOPMENT CORPORATION

Dated as of _____, 2026

Recitals 1

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REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT is made and entered into as of this _____ day of _____, 2026 (this "Agreement"), by and among the **CITY OF ST. CHARLES, MISSOURI**, a constitutional charter city organized and existing under the laws of the State of Missouri (the "City"), **FIRST CAPITOL PLACE LLC**, a Missouri limited liability company (together with its permitted successors and assigns, the "Developer"), and the **FIRST CAPITOL PLACE REDEVELOPMENT CORPORATION**, a Missouri urban redevelopment corporation (together with its permitted successors and assigns, the "Corporation") (the City, the Developer and the Corporation may individually be referred to herein as a "Party" and collectively as the "Parties").

RECITALS

1. The Developer owns approximately 1.38 acres of real property located at 300 South Fifth Street in the City (as legally described on **Exhibit A**, the "Redevelopment Area").

2. On March 5, 2026, pursuant to Chapter 353 of the Revised Statutes of Missouri ("Chapter 353"), the Developer submitted the "300 South Fifth Street Redevelopment Area Chapter 353 Development Plan" (the "Development Plan"), which contemplates the remediation of blighted conditions by redeveloping the Redevelopment Area into a multi-family, residential apartment development with approximately 108 aparrtments and associated resident parking (the "Redevelopment Project").

3. The City Council held a duly-noticed public hearing with respect to the Development Plan and the Redevelopment Project on April 7, 2026.

4. On April ___, 2026, the City Council adopted Ordinance No. 26-___ (the "Approving Ordinance") (a) finding and declaring the Redevelopment Area to be a blighted area within the meaning of Section 353.020(2) of the Revised Statutes of Missouri, (b) approving the Development Plan and (c) authorizing and directing the City to enter into an agreement with the Developer and the Corporation in substantially the form of this Agreement.

5. In furtherance of the Redevelopment Project and pursuant to Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, on April ___, 2026, the City Council adopted Ordinance No. 26-___, authorizing the City to issue its Taxable Industrial Revenue Bonds (First Capitol Place Redevelopment Project), Series 2026, in the maximum principal amount of $25,000,000 (the "Bonds"), and approving certain documents in connection therewith for the purpose of facilitating a sales tax exemption on construction materials for the Redevelopment Project (the issuance of the Bonds and the execution of the related documents are referred to herein as the "Chapter 100 Transaction").

6. The City and the Corporation now wish to have the Developer undertake, in accordance with the Development Plan, the redevelopment of the Redevelopment Area and the implementation of the Redevelopment Project for the public purposes described in the Development Plan, including, without limitation, the remediation of conditions that cause the Redevelopment Area to be a "blighted area" as defined in Chapter 353.

7. The City, the Corporation and the Developer desire to enter into this Agreement to describe the process by which the Developer will complete or cause the completion of the Redevelopment Project and the terms upon which the Redevelopment Project will receive partial real property tax abatement as

contemplated by the Development Plan and sales tax exemption as contemplated by the Chapter 100 Transaction.

NOW, THEREFORE, for and in consideration of the foregoing Recitals (which are incorporated into this Agreement as an integral part hereof) and the promises, covenants and agreements contained herein, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS; EXHIBITS

Section 1.1 Definitions. In addition to the terms defined elsewhere in this Agreement, the following capitalized words and terms shall have the following meanings:

"Affiliate" means any entity that is controlled by the Developer or controlled by the same entity or entities that control the Developer.

"Assessor" means the St. Charles County Assessor.

"Certificate of Substantial Completion" means the Certificate of Substantial Completion, in substantially the same form as **Exhibit B**, to be delivered by the Developer pursuant to **Section 2.6**.

"Chapter 100 Documents" means the Trust Indenture, Base Lease, Lease Agreement and Bond Purchase Agreement approved by Ordinance No. 26-___ and executed as part of the Chapter 100 Transaction.

"City Code" means the Code of Ordinances of the City of St. Charles, as the same may be amended from time to time.

"Collector" means the St. Charles County Collector of Revenue.

"Construction Inspector" means such licensed engineer or architect either employed by or retained and designated by the City from time to time, and/or such individuals as may be designated to carry out inspections on behalf of the City's planning and public works departments.

"PILOTs" means the payments in lieu of ad valorem real property taxes to be made pursuant to **Section 4.1**.

"Project Site" means the real property within the Redevelopment Area.

"Related Entity" means (a) an Affiliate of the Developer, (b) a lender, investor in, or operator of the Project, or (c) an Affiliate of any entity described in subsection (b) hereof.

"Transferee Agreement" means the Transferee Agreement, in substantially the same form as **Exhibit C**, to be entered into in conjunction with certain transfers of property within the Redevelopment Area.

Section 1.2 Exhibits. The following exhibits are attached to and incorporated into this Agreement:

(a) Exhibit A – Legal Description of the Redevelopment Area

(b) Exhibit B – Form of Certificate of Substantial Completion

(c) Exhibit C – Form of Transferee Agreement

ARTICLE II

REDEVELOPMENT PROJECT

Section 2.1 Redevelopment Project. Subject to the terms and conditions of this Agreement, the Developer shall construct, or cause the construction of, the Redevelopment Project in accordance with the Development Plan, this Agreement and all applicable federal, state and local laws, rules, regulations, ordinances and approvals.

Section 2.2 Project Site Acquisition.

(a) The Developer hereby confirms and represents that, as of the date of this Agreement, either it or an Affiliate owns or controls the Project Site.

(b) The Corporation shall acquire the Project Site no later than the calendar year after the year in which the activities described in **Section 2.4** are completed (with the purpose of the Corporation's acquisition to be the initiation of the tax abatement contemplated by the Development Plan and this Agreement).

(c) The Corporation, following acquisition of the Project Site, shall immediately transfer title to the Project Site back to the Developer.

Section 2.3 Relocation. The relocation of any person or business from the Redevelopment Area, if any, shall be completed in conformance with applicable state law and City Code provisions. The Parties acknowledge that no relocations are anticipated.

Section 2.4 Schedule. The Developer shall (1) commence the Redevelopment Project (i.e., pour the building foundation) within six months after the execution of this Agreement and (2) substantially complete the Redevelopment Project (as evidenced by a temporary or final occupancy permit) within 24 months after the execution of this Agreement. The foregoing dates may be extended pursuant to **Section 3.1**, but in no event shall the commencement date be more than 12 months after the execution of this Agreement and the completion date be more than 36 months after the execution of this Agreement.

Section 2.5 City Approvals to Control. The Developer shall obtain or cause to be obtained all necessary zoning changes, conditional use permits, building and other permits and approvals in conjunction with the completion of the Redevelopment Project. Notwithstanding anything to the contrary contained herein or in the Development Plan, the applicable zoning, building and other permits and approvals shall control the specific development of the Redevelopment Project.

Section 2.6 Substantial Completion. After substantial completion of the Redevelopment Project in accordance with the provisions of this Agreement, the Developer shall furnish to the Construction Inspector a Certificate of Substantial Completion certifying the substantial completion of the Redevelopment Project. The Construction Inspector shall, within 30 days following delivery of the

Certificate of Substantial Completion, carry out such inspections as he deems necessary to verify to his reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. If the Construction Inspector fails to approve or reject the Certificate of Substantial Completion in writing within such 30-day period, then the Developer shall notify the City in writing of its failure to take action on the Certificate of Substantial Completion, and the City shall have 15 days from receipt of such notice to accept or reject the Certificate of Substantial Completion in writing. The Certificate of Substantial Completion shall be deemed accepted by the Construction Inspector unless, prior to the end of the additional 15-day period, the Construction Inspector furnishes the Developer with specific written objections to the status of the Redevelopment Project, describing such objections and the measures required to correct such objections in reasonable detail. Upon acceptance of the Certificate of Substantial Completion by the Construction Inspector or upon the lapse of the additional 15-day period without any written objections thereto, the Developer may record the Certificate of Substantial Completion with the St. Charles County Recorder of Deeds, and the same shall constitute evidence of the satisfaction of the Developer's agreements and covenants to complete the Redevelopment Project.

Section 2.7 Insurance.

(a) The Developer will cause there to be insurance for the Redevelopment Project as hereinafter set forth at all times during the process of constructing the Redevelopment Project and continuing (with respect to (ii) and (iii) below) during the term of this Agreement. The policies for such insurance shall be placed with financially sound and reputable insurers licensed to transact business in the State of Missouri. The Developer shall, from time to time at the request of the City, furnish the City with "Acord" certificates of insurance on:

(i) Builder's risk insurance, written on the so called "Builder's Risk – Completed Value Basis," in an amount equal to 100% of the projected insurable value of the Redevelopment Project at the date of completion (the Parties acknowledge that such insurance may not be available until demolition is complete and vertical construction begins);

(ii) Property and casualty insurance to keep the Redevelopment Project constantly insured against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State of Missouri in an amount equal to the Full Insurable Value thereof (subject to reasonable loss deductible clauses). "Full Insurable Value" means the actual replacement cost of the Redevelopment Project;

(iii) Commercial liability insurance with coverages of not less than the current absolute statutory waivers of sovereign immunity in Sections 537.600 and 537.610 of the Revised Statutes of Missouri (which for calendar year 2026 is equal to $3,547,658 for all claims arising out of a single accident or occurrence and $532,148 for any one person in a single accident or occurrence). Further, the policy shall be adjusted upward annually, to remain at all times not less than the inflation-adjusted sovereign immunity limits as published in the Missouri Register on an annual basis by the Department of Insurance pursuant to Section 537.610 of the Revised Statutes of Missouri; and

(iv) Workers' compensation insurance, with statutorily required coverage.

(b) Simultaneously with the execution of this Agreement and annually thereafter prior to the delivery of the Certificate of Substantial Completion, the Developer shall provide evidence of contractual liability insurance (in form and substance reasonably acceptable to the City Attorney or his/her designee) covering the Developer's obligations to indemnify the City, as provided in this Agreement, by an insurance company with a rating by a reputable rating agency indicating excellent or superior financial strength (i.e.,

an A.M. Best rating of "A-" or better). The Developer agrees to provide immediate written notice to the City when a cancellation, termination, expiration or modification of the applicable contractual liability policy occurs.

Section 2.8 Property Maintenance. Following completion of the Redevelopment Project, the Developer shall maintain the Redevelopment Area in good repair and in accordance with all applicable local, state and federal laws and regulations, including without limitation, generally applicable City ordinances relating to property maintenance.

ARTICLE III

EXCUSABLE DELAY

Section 3.1 Excusable Delay. Notwithstanding anything to the contrary contained herein, in the Development Plan or in the Approving Ordinance, the time periods provided for herein shall be automatically extended by the number of days of delay caused by actions or events beyond the control of the Developer (but not to exceed six months), including acts of God, labor disputes, strikes, lockouts, civil disorder, war, insurrection, terrorism, epidemic, pandemic, government imposed lockdown, lack of issuance of any permits and/or legal authorization by the governmental entity necessary for the Developer to proceed with the construction or cause the construction of the Redevelopment Project (provided all conditions precedent to the issuance of said permits and/or authorizations have been met and such permits or authorizations were applied for in a timely manner), shortage or delay in the shipment of material or fuel, governmental action, fire, unusually adverse weather conditions, wet soil conditions, unavoidable casualties, litigation relating to the Approving Ordinance, the Chapter 100 Transaction or any element of the Redevelopment Project, or any causes beyond the Developer's reasonable control, or by any other cause that the Director of Administration or City Council in their reasonable discretion determines may justify the delay (an "Excusable Delay"). The Parties agree that as of the date of this Agreement, no condition or event exists that would justify an Excusable Delay. The Developer shall notify the City in writing within 30 days after a claimed event of the cause of the Excusable Delay. An Excusable Delay shall not include any condition or circumstance caused or extended by the Developer, the Corporation or an Affiliate or attributable to actions or inaction by the Developer, the Corporation or an Affiliate.

ARTICLE IV

TAX ABATEMENT AND SALES TAX EXEMPTION

Section 4.1 Tax Abatement.

(a) Ad valorem real property tax abatement pursuant to Chapter 353 and the Development Plan shall begin in the year in which the Corporation acquires title to the Project Site, as described in **Section 2.2(b)**, and, subject to **Section 5.2**, shall continue for 19 additional years (i.e., 20 years of tax abatement total).

(i) During the first five years of the tax abatement period (expected to be 2028 through 2032, inclusive), ad valorem real property taxes shall be imposed in such amounts as measured by the assessed value of land included in the Project Site, exclusive of improvements, in the calendar year prior to the Corporation's acquisition of the Project Site (as required by Section 353.110.1 of the Revised Statutes of Missouri).

(ii) For the next ensuing five years of the tax abatement period (expected to be 2033 through 2037, inclusive), ad valorem real property taxes shall be imposed in such amounts as measured by the assessed value of land included in the Project Site, exclusive of improvements, in the calendar year prior to the Corporation's acquisition of the Project Site (as required by Section 353.110.1 of the Revised Statutes of Missouri). In addition, the Developer shall pay PILOTs equal 50% of the value of the improvements, as determined by the Assessor. Accordingly, during this period, the taxes and PILOTs will equal the taxes on the assessed value of the land prior to the Corporation's acquisition of the Project Site, plus 50% of the taxes on the value of the improvements.

(iii) For the next ensuing 10 years of the tax abatement period (expected to be 2038 through 2047, inclusive), ad valorem real property taxes shall be imposed in such amounts as measured by the total assessed value of the Project Site, including both the assessed value of the land and the assessed value of any improvements, as determined by the Assessor, using 50% of the Project Site's true value. In addition, the Developer shall pay PILOTs in such amounts that, together with any ad valorem property taxes due pursuant to the prior sentence, equal 75% of the true value of the land and the improvements, as determined by the Assessor. Accordingly, during this period, the taxes and PILOTs will equal 75% of the value of the land and the improvements.

(b) Following the period described in subsection (a)(iii), the Project Site, including the improvements thereon, shall be subject to assessment and payment of all ad valorem taxes based on the full true value of the Project Site and the improvements thereon.

(c) The PILOTs shall be paid to the Collector annually by December 31. The Parties acknowledge their expectation that the real property tax bills provided by the Collector will reflect the appropriate amount of taxes due pursuant to this Agreement. However, the failure of the Collector to provide tax bills reflecting the appropriate amount of PILOTs due with respect to the Project Site pursuant to this Agreement will not excuse the Developer or any subsequent owner from paying all PILOTs by December 31 of the applicable year.

(d) The City, the Developer and the Corporation shall cooperate in good faith with the Collector to ensure that real property tax bills accurately reflect the abatement. The Developer shall cause copies of this Agreement, the approved or deemed approved Certificate of Substantial Completion and the deed showing acquisition of the Project Site by the Corporation pursuant to **Section 2.2(b)** to be filed with the Collector prior to the intiation of the tax abatement described above.

Section 4.2 Emergency Service District Payments. Notwithstanding any provision hereof to the contrary, the Developer shall make or cause to be made any payments to emergency service districts required by Section 353.110 of the Revised Statutes of Missouri. The Parties acknowledge their expectation that the real property tax bills provided by the Collector will reflect the appropriate amount of payments to emergency service districts due pursuant to this Agreement. However, the failure of the Collector to provide tax bills reflecting the appropriate amount of payments to emergency service districts due with respect to the Project Site pursuant to this Agreement will not excuse the Developer or any subsequent owner from paying all taxes by December 31 of the applicable year.

Section 4.3. No Abatement of Special Business District Taxes, Special Assessments, Licenses or Fees. Notwithstanding any provision hereof to the contrary, the Developer agrees that the property tax abatement described in this Agreement shall not eliminate any tax imposed by a special

business district pursuant to Chapter 610 of the City Code, nor special assessments, licenses or fees owing to the City or any other taxing jurisdiction with respect to the Redevelopment Project.

Section 4.4 Contest of Assessed Valuation. In consideration for the limited tax abatement provided by this Article, the Developer agrees that neither it nor any successor in title or interest to any of the Project Site will formally challenge or appeal the assessed valuation of the Project Site during any time that the Project Site is receiving limited tax abatement under this Agreement; provided, the foregoing shall not bind the Developer or any successor if the assessed valuation is more than 10% greater than the projected assessed valuation of the Project Site, as shown in the tax impact statement prepared in connection with the Development Plan.

ARTICLE V

DEFAULT AND REMEDIES

Section 5.1 Default. The occurrence and continuance of any one or more of the following shall constitute an "Event of Default:"

(a) the Developer or subsequent property owner fails to make or cause the punctual payment of PILOTs or payments to emergency service districts owed on or before the due date and such failure is not cured within 10 days after the City gives written notice of the default to the Developer or subsequent property owner (provided, however, that all PILOTs paid after their due dates will be subject to interest and penalties at the same rate as late payments of real property taxes); or

(b) the Developer fails to timely perform, in all material respects, any obligation or covenant of the Developer under this Agreement, and such failure is not cured to the City Attorney's satisfaction within 30 days after the City gives written notice thereof to the Developer, or if it cannot reasonably be cured within 30 days, then, subject to **Section 2.4** and **Section 3.1**, for such additional time as may be necessary to cure such default so long as the Developer is diligently proceeding to effect a cure of such default, except that any delay in a response or communication regarding such cure beyond such 30-day period shall extend the time for completing the cure by each day that the response or communication is delayed; (for clarity, the parties agere that the times for performance set forth in **Section 2.4** are not subject to any extension or cure period beyond the periods provided in **Section 2.4**); or

(c) the Developer commits an Event of Default as defined in any of the Chapter 100 Documents.

Section 5.2 Remedies; Results of Termination.

(a) Upon the occurrence of an Event of Default, (i) the City or any other taxing district levying an ad valorem real property tax in the Redevelopment Area may bring an action against the Developer or subsequent property owner to enforce any remedy available by law, including specific performance to enforce any payments due under this Agreement, and/or (ii) the City may terminate this Agreement.

(b) Upon the termination of this Agreement pursuant to this Section, a declaration of abandonment shall be filed with the St. Charles County Recorder of Deeds, and the Project Site and the improvements thereon shall from that date be subject to assessment and payment of all ad valorem taxes based on the full true value of the Project Site and the improvements thereon.

ARTICLE VI

GENERAL PROVISIONS

Section 6.1 Modifications; Successors and Assigns. The terms, conditions and provisions of this Agreement and of the Development Plan shall not be modified or amended except by mutual agreement in writing among the City, the Developer and the Corporation (provided that if the Corporation has already transferred the Project Site to the Developer pursuant to **Section 2.2(c)**, no agreement of the Corporation is necessary). This Agreement shall be binding upon and inure to the benefit of the City, the Developer and the Corporation and their respective assigns and successors in interest or title to all or any portion of the Redevelopment Area; provided, neither the Corporation nor the Developer may assign its rights under this Agreement except in accordance with the provisions of **Section 6.2**.

Section 6.2 Right to Transfer the Project Site and Redevelopment Project.

(a) *Transfer*. Subject to the provisions of subsections (b) and (c) below, the Developer or the Corporation may voluntarily sell, lease, assign, transfer, convey and/or otherwise dispose of (hereinafter collectively referred to as a "Transfer") its respective interest in the Redevelopment Area or any portion thereof to any entity without the City's prior written consent, if the transferor provides written notice to the City within 30 days following such Transfer. Upon a Transfer, unless otherwise expressly elected by the transferor, all of the transferor's rights and obligations hereunder with respect to the subject property, including, without limitation, those concerning construction, maintenance, use, tax abatement and the payment of PILOTs and payments to emergency service districts, shall transfer to such transferee, and the transferor shall be released from any and all further obligations under this Agreement with respect to the subject property.

(b) *Transfer to Third Party Prior to Completion of Construction*. If the proposed Transfer (i) is to a party other than the Corporation, a Related Party or an Affiliate and (ii) occurs before the City's acceptance or deemed acceptance of the Certificate of Substantial Completion, then such Transfer shall include an assignment of this Agreement and be subject to the requirements of subsection (c) below and to the Director of Administration's prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed upon a reasonable demonstration that the proposed transferee is sufficiently experienced and financially capable to undertake and complete the Redevelopment Project and the proposed assignee provides evidence to the City Attorney's satisfaction that it will satisfy the requirements of **Section 2.7** and **Section 6.11** at the time of assignment, which satisfaction shall not be unreasonably withheld, conditioned, or delayed). In the event of any Transfer under this subsection, all rights and obligations of the transferor hereunder with respect to the subject property, including, without limitation, those concerning construction, maintenance, use, tax abatement and the payment of PILOTs and payments to emergency service districts, shall transfer to the transferee, and the transferor shall be released from any and all further obligations under this Agreement with respect to the subject property.

(c) *Transferee Agreement*. No such Transfer shall occur without the prior execution of a Transferee Agreement with the City. The parties agree that the intention of each Transferee Agreement is to protect the transferor and the City by ensuring that transferees of property within the Redevelopment Area receive actual notice of the rights, duties and obligations contained in this Agreement prior to taking

ownership, and nothing contained in a Transferee Agreement that is in accordance with **Exhibit C** shall be deemed to impose any rights, duties or obligations that are not imposed pursuant to this Agreement.

(d) *Financing.* Notwithstanding anything herein to the contrary, the City hereby approves, and no prior consent or Transferee Agreement shall be required in connection with, the right of a Party to encumber or collaterally assign its interest in the Redevelopment Area or any portion thereof or its rights and interests in this Agreement to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the Redevelopment Project, or the right of a lender or any other holder of any such encumbrance or transferee of any such collateral assignment (or trustee or agent on its behalf) to transfer such interest by foreclosure or transfer in lieu of foreclosure under such encumbrance or collateral assignment; provided that all entities lending credit to such Party that will obtain a secured interest in the Party's interest in the Redevelopment Area and the Redevelopment Project, through a mortgage, deed of trust or other security instrument, will include the following language (or such other language acceptable to the City Attorney) in the applicable mortgage, deed of trust or other security instrument:

> Recognition of Lender to terms of Redevelopment Agreement. Lender agrees that for so long as the [property description] is subject to and receiving abatement of ad valorem real property taxes pursuant to the Redevelopment Agreement dated as of _____, 2026 among the City of St. Charles, Missouri, First Capitol Place LLC and the First Capitol Place Redevelopment Corporation, the [Mortgage] shall be subject to the terms of the Redevelopment Agreement and the Lender's rights under such [Mortgage] shall be subordinate to the payment of the PILOTs and other costs under the Redevelopment Agreement.

(e) *Leases in Ordinary Course of Business Exempt from this Section.* The Parties acknowledge that the Developer may enter into leases with tenants in the ordinary course of business of operating the Redevelopment Project. Notwithstanding anything contained herein, no prior consent of the City or Transferee Agreement will be required for any lease to a tenant in the ordinary course of business.

Section 6.3. Public Participation.

(a) *Reasonable Rate of Return.* The purpose of affording public assistance to the Redevelopment Project is to accomplish the stated public purposes and not to subsidize an otherwise economically-viable development project. While the City Council has determined that the Redevelopment Project would not be undertaken but for the public assistance being provided, the parties recognize that the ongoing profitability of the Redevelopment Project to the Developer is based upon projections that may or may not be fulfilled. To ensure that the public assistance being provided does not subsidize an unreasonable level of earnings for the Developer with respect to the Redevelopment Project, the parties agree that a reasonable level of return for the Redevelopment Project is an unleveraged internal rate of return of 8.00% (the "*Maximum Rate of Return*").

(b) *Rate of Return Calculation.* Upon the sale of substantially all of the Project to any entity other than a Related Entity before December 31, 2037, the Developer shall provide an unleveraged internal rate of return calculation (prepared using the IRR function in Microsoft Excel in accordance with industry standards) (the "*Unleveraged Rate of Return*"). For clarity, the City acknowledges that the Unleveraged Rate of Return shall be computed solely from Developer-certified project costs and pre-debt-service cash flows and shall not be subject to discretionary alteration by the City, subject to the results of an audit as described in **Section 6.3(c)** below. If the Unleveraged Rate of Return exceeds the Maximum Rate of Return, then the City and the Developer will equally divide the portion of sale proceeds that would cause the Unleveraged Rate of Return to exceed the Maximum Rate of Return; provided, the amount distributed to the City shall not exceed the total value of the tax abatement received by the Developer under this Agreement. Subject to appropriation by the City Council, the City will divide its share of any revenues

received pursuant to this paragraph in the same manner as PILOTs are distributed. If the sale of substantially all of the Project occurs on or after December 31, 2037, no public participation shall be due and no payments from the sale shall be owed by the Developer to the City.

The Developer's calculation of the Unleveraged Rate of Return shall include the Developer's signed certification regarding the accuracy of the calculation. If the City elects, pursuant to subparagraph (c) of this Section, to audit the Developer's submission, the Developer will provide, in a timely manner, detailed financial and other information required for the selected firm or consultant to complete the audit.

(c) *Audits.* The City may, within 30 days after the Developer's submission of the Unleveraged Rate of Return calculation, request an audit of the calculation by an independent firm or consultant selected by the City in its sole discretion. The Developer shall pay one-half of the costs of such firm or consultant. The firm or consultant shall inform the City and the Developer of any discrepancy identified by the audit in writing and provide a detailed explanation of the discrepancy. If the Developer does not provide a written objection to the audit findings within 30 days, then the audit findings shall be deemed final and the results of the audit shall be used in calculating or correcting the Unleveraged Rate of Return and any payments owed to the City. If the Developer provides a written objection to the audit findings within 30 days, the Developer may request a new audit by a mutually-agreeable independent firm or consultant, one-half of the costs of which shall be paid by the Developer and one-half of the costs of which shall be paid by the City. Absent manifest error, the findings of the additional audit shall be deemed final and shall be relied upon in calculating or correcting the Unleveraged Rate of Return and any payments owed to the City.

Section 6.4 Indemnification and Hold Harmless.

(a) The indemnification and covenants contained in this Section shall survive expiration or earlier termination of this Agreement.

(b) The Developer hereby agrees that, anything to the contrary herein notwithstanding, it will defend, indemnify and hold harmless the City, its governing body members, employees and agents against any and all claims, demands, actions, causes of action, losses, damages, injuries, liabilities and/or expenses (including attorneys' fees and court costs) resulting from, arising out of, or in any way connected with (i) the Developer's or the Corporation's failure to comply with any provision of this Agreement, (ii) the negligence or intentional misconduct of the Developer, the Corporation or an Affiliate, or their respective officers, employees and agents, (iii) the presence of hazardous wastes, hazardous materials or other environmental contaminants on any property within the Redevelopment Area except to the extent any such hazardous wastes, hazardous materials or other environmental contaminants are placed, deposited, delivered, or otherwise brought to the Redevelopment Area by the City or its employees or agents, or (iv) otherwise arising out of the construction of the Redevelopment Project, the adoption of the Development Plan, the administration of this Agreement or the Chapter 100 Transaction. If the validity or construction of Chapter 353, the Approving Ordinance, and/or any other ordinance of the City adopted in connection with this Agreement, the Development Plan or the Chapter 100 Transaction or affecting the proposed Redevelopment Project are contested in court, the Developer shall defend, hold harmless and indemnify the City from and against all claims, demands and/or liabilities of any kind whatsoever including, without limitation, any claim for attorney fees and court costs, and the Developer shall pay any monetary judgment and all court costs rendered against the City, if any.

(c) Notwithstanding anything herein to the contrary, the City shall not be liable to the Developer or the Corporation for damages or otherwise if all or any part of Chapter 353, the Approving Ordinance, and/or any other ordinance of the City adopted in connection with this Agreement, the Development Plan, the Chapter 100 Transaction or the Redevelopment Project is declared invalid or

unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction.

(d) Notwithstanding the foregoing terms of this Section, the Developer is not obligated to defend, hold harmless or indemnify the City with respect to any matter or expense resulting from or arising out of the negligence or willful misconduct of the City, its governing body members, employees or agents.

Section 6.5 Notice. Whenever notice or other communication is called for herein to be given or is otherwise given pursuant hereto, it shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States first-class mail, postage prepaid, or delivered personally, addressed as follows:

(a) In the case of the City, to:

City of St. Charles
200 N. Second Street
St. Charles, Missouri 63301
Attn: Director of Administration

with copies to:

City of St. Charles
200 N. Second Street
St. Charles, Missouri 63301
Attn: City Attorney

and

Gilmore & Bell, P.C.
One Metropolitan Square
211 N. Broadway, Suite 2000
St. Louis, Missouri 63102
Attn: Mark D. Grimm, Esq.

(b) In the case of the Developer, to:

First Capitol Place LLC
c/o St. Charles Strategic Development
100 Clark St. HQ-1
St. Charles, Missouri 63301
Attn: Michael Durham

with a copy to:

Cook & Riley, LLC
7777 Bonhomme Ave., Suite 1910
St. Louis, Missouri 63105
Attn: Scott Riley, Esq.

(c) In the case of the Corporation, to:

First Capitol Place Redevelopment Corporation
c/o St. Charles Strategic Development
100 Clark St. HQ-1
St. Charles, Missouri 63301
Attn: Robert Mangelsdorf Jr.

with a copy to:

Cook & Riley, LLC
7777 Bonhomme Ave., Suite 1910
St. Louis, Missouri 63105
Attn: Scott Riley, Esq.

All said notices by mail shall be deemed given on the day of deposit in the mail. A change of designated officer or address may be made by a Party by providing written notice of such request to the other Parties.

Section 6.6 Severability. The provisions of this Agreement shall be deemed severable. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions of this Agreement shall remain valid unless the court finds that (a) the valid provisions are so essentially and inseparably connected with and so dependent upon the invalid provision that it cannot be presumed that the Parties would have agreed to the valid provisions without the invalid one or (b) the valid provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the Parties.

Section 6.7 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The parties hereto agree that any action at law, suit in equity or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of St. Charles County, Missouri, or in federal court of the Eastern District of Missouri and each waives any objection based upon venue or forum non conveniens or otherwise.

Section 6.8 Developer's Right of Termination. At any time the Developer may, by giving written notice to the City and the Corporation, terminate this Agreement. Upon termination of this Agreement, the Parties shall have no further rights or obligations hereunder except as may expressly survive termination.

Section 6.9 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

Section 6.10 Reimbursement of City Expenses. The Developer shall reimburse the City or cause reimbursement to the City for the City's reasonable and actual expenses incurred by the City in connection with the approval and administration of the Development Plan, this Agreement and the Chapter 100 Documents, including, without limitation, bond counsel and trustee fees.

Section 6.11 Federal Work Authorization Program. The Developer and any subsequent owner receiving tax abatement will comply with and satisfy the requirements of Section 285.530.2 of the Revised Statutes of Missouri, which requires (a) any business entity receiving tax abatement to, by sworn affidavit and provision of documentation, annually affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the business entity receiving tax abatement, and (b) every such business entity to annually sign an affidavit affirming that it

does not knowingly employ any person who is an unauthorized alien in connection with the entity receiving tax abatement. The Developer or subsequent owner shall provide such affidavit and documentation to the City upon execution of this Agreement and annually on or before November 15 of each year during the term of this Agreement, beginning November 15, 2026.

Section 6.12 Recording. The Developer shall, within 30 days of execution, record this Agreement in the real property records of the St. Charles County Recorder of Deeds and upon such recording shall provide a copy to the City.

Section 6.13 City Consents and Approvals. Pursuant to the Approving Ordinance, the Mayor and Director of Administration are authorized to execute all documents on behalf of the City as may be required to carry out and comply with the intent of the Approving Ordinance and this Agreement. The Mayor and Director of Administration are also authorized, unless otherwise expressly provided herein to the contrary, to grant on behalf of the City such consents, estoppels and waivers relating to this Agreement as may be requested during the term hereof; provided, such consents, estoppels and/or waivers shall not adversely affect the tax exemption as provided for herein, waive an Event of Default, or materially change the nature of the transaction unless approved by the City Council.

Section 6.14 Electronic Transaction. The Parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 6.15 Anti-Discrimination Against Israel Act. Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Developer and the Corporation each certifies it is not currently engaged in and will not, for the duration of this Agreement, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or (c) persons or entities doing business in the State of Israel.

[Remainder of page intentionally left blank. Signature pages to follow.]

IN WITNESS WHEREOF, the Parties have set their hands and seals the day and year first above written.

CITY OF ST. CHARLES, MISSOURI

(SEAL)

By: _____
Daniel J. Borgmeyer, Mayor

Attest:

_____
Kimberly Hudson, City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF ST. CHARLES)

On this _____ day of _____, 2026, before me, the undersigned, a Notary Public in and for said State, appeared **DANIEL J. BORGMEYER**, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the **CITY OF ST. CHARLES, MISSOURI**, a constitutional charter city and political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed by authority of its City Council, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

_____
Name: _____
Notary Public in and for said State

My Commission Expires:

PLEASE AFFIX SEAL FIRMLY AND CLEARLY IN THIS BOX

FIRST CAPITOL PLACE LLC,
a Missouri limited liability company

By: _____
Robert Mangelsdorf Jr., Authorized Signatory

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF _____)

On this _____ day of _____, 2026, before me, the undersigned, a Notary Public in and for said State, appeared **ROBERT MANGELSDORF JR.**, to me personally known, who, being by me duly sworn, did say that he is an Authorized Signatory of **FIRST CAPITOL PLACE LLC**, a Missouri limited liability company, and that said instrument was signed on behalf of said company by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

_____
Name: _____
Notary Public in and for said State

My Commission Expires:

PLEASE AFFIX SEAL FIRMLY AND CLEARLY IN THIS BOX

FIRST CAPITOL PLACE REDEVELOPMENT CORPORATION

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF _____)

On this _____ day of _____, 2026, before me, the undersigned, a Notary Public in and for said State, appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of the **FIRST CAPITOL PLACE REDEVELOPMENT CORPORATION**, a Missouri urban redevelopment corporation, and that said instrument was signed on behalf of said corporation by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

_____
Name: _____
Notary Public in and for said State

My Commission Expires:

PLEASE AFFIX SEAL FIRMLY AND CLEARLY IN THIS BOX

EXHIBIT A

LEGAL DESCRIPTION OF THE REDEVELOPMENT AREA

PARCEL 1:

A LOT OF GROUND LOCATED IN BLOCK NO. 130 IN THE CITY OF ST. CHARLES, MISSOURI, FRONTING FIFTY (50) FEET, MORE OR LESS, ON THE SOUTHERN LINE OF 1ST CAPITOL DR. AND EXTENDING BACK WITH EVEN WIDTH A DISTANCE OF ONE HUNDRED FIFTY (150) FEET, MORE OR LESS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:
BEGINNING AT THE NORTHWEST CORNER OF THE LOT OF GROUND FIRST ABOVE DESCRIBED, SAID POINT OF BEGINNING BEING ONE HUNDRED FORTY (140) FEET WEST ALONG THE SOUTH SIDE OF FIRST CAPITOL DRIVE (FORMERLY CLAY STREET) FROM THE POINT OF INTERSECTION OF THE WESTERN LINE OF FOURTH STREET AND THE SOUTHERN LINE OF FIRST CAPITOL DRIVE; THENCE WESTWARDLY ALONG THE SOUTHERN LINE OF FIRST CAPITOL DRIVE A DISTANCE OF FIFTY (50) FEET, MORE OR LESS, THENCE SOUTHWARDLY PARALLEL WITH FOURTH STREET (AS ORIGINALLY ESTABLISHED) A DISTANCE OF ONE HUNDRED FIFTY (150) FEET, MORE OR LESS, THENCE EASTWARDLY PARALLEL TO FIRST CAPITOL DRIVE A DISTANCE OF FIFTY (50) FEET TO A POINT ON THE WESTERN LINE OF THE LOT OF GROUND FIRST ABOVE DESCRIBED; THENCE NORTHWARDLY ALONG THE WESTERN LINE OF THE LOT OF GROUND ABOVE DESCRIBED A DISTANCE OF ONE HUNDRED FIFTY (150) FEET TO THE POINT OF BEGINNING. BOUNDED ON THE NORTH BY FIRST CAPITOL DRIVE, ON THE EAST BY LOT OF GROUND FIRST ABOVE DESCRIBED, ON THE SOUTH BY LOT NOW OR FORMERLY OWNED BY E. STOLTZE'S HEIRS AND ON THE WEST BY LOT NOW OR FORMERLY OWNED BY CHARLES CAPPEL AND BEING THE SAME LOT OF GROUND CONVEYED BY JOSEPHINE MITTRUCKER TO OTTO H. WILLBRAND BY DEED DATED MAY 21, 1918, RECORDED IN THE RECORDER'S OFFICE OF ST. CHARLES COUNTY, MISSOURI, IN BOOK 132 PAGE 39.

PARCEL 2:

PART OF CITY SQUARE NO. ONE HUNDRED THIRTY (130), BEGINNING AT THE CORNER OF CLAY AND FIFTH STREETS IN SAID CITY OF ST. CHARLES; THENCE SOUTH 21° WEST WITH FIFTH STREET 150 FEET; THENCE SOUTH 69° EAST WITH A LINE PARALLEL WITH CLAY STREET 50 FEET; THENCE NORTH 21° EAST PARALLEL WITH FIFTH STREET 150 FEET TO CLAY STREET; THENCE NORTH 69° WEST WITH CLAY STREET 50 FEET TO THE PLACE OF BEGINNING; EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF SAINT CHARLES, MISSOURI BY INSTRUMENT RECORDED AUGUST 21, 2008 IN BOOK 5038 PAGE 811 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND IN BLOCK NO. 130 OF THE CITY OF ST. CHARLES, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PROPERTY CONVEYED TO FIRST NATIONAL BANK OF ST. CHARLES, AS RECORDED IN DEED BOOK 672 PAGE 214 OF THE ST. CHARLES COUNTY, MISSOURI, THENCE SOUTH 67 DEGREES 46 MINUTES 24 SECONDS EAST, 57.58 FEET; THENCE SOUTH 68 DEGREES 17 MINUTES 46 SECONDS WEST, 41.92 FEET; THENCE SOUTH 57 DEGREES 46 MINUTES 22 SECONDS WEST, 27.44 FEET; THENCE NORTH 22 DEGREES 13 MINUTES 36 SECONDS EAST, 340.00 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PART CONDEMNED FOR RIGHT-OF-WAY PURPOSES UNDER CAUSE NO. 0911-CV05752 IN THE CIRCUIT COURT FOR ST. CHARLES COUNTY, MISSOURI. A CERTIFIED COPY OF THE REPORT OF COMMISSIONERS ON SAME BEING RECORDED IN BOOK 5251 PAGE 499 OF THE ST. CHARLES COUNTY RECORDS.

PARCEL 3:

A LOT OF GROUND, PART OF BLOCK NUMBERED ONE HUNDRED THIRTY (130) OF THE CITY OF ST. CHARLES, MISSOURI, FRONTING EIGHTY SEVEN (87') FEET ON THE SOUTHERN SIDE OF CLAY STREET, AND EXTENDING SOUTHWARDLY WITH EVEN WIDTH AND PARALLEL WITH FIFTH STREET, ONE HUNDRED FORTY (140') FEET, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERN LINE OF CLAY STREET DISTANT EASTWARDLY FIFTY FIVE (55') FEET FROM THE EASTERN LINE OF FIFTH STREET; THENCE EASTWARDLY, WITH THE SOUTHERN LINE OF CLAY STREET, EIGHTY SEVEN (87') FEET; THENCE SOUTHWARDLY PARALLEL WITH FIFTH STREET, ONE HUNDRED FORTY (140') FEET; THENCE WESTWARDLY, PARALLEL WITH CLAY STREET, EIGHTY SEVEN (87') FEET; AND THENCE NORTHWARDLY PARALLEL WITH FIFTH STREET, ONE HUNDRED FORTY (140') FEET TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF SAINT CHARLES, MISSOURI BY INSTRUMENT RECORDED AUGUST 21, 2008 IN BOOK 5038 PAGE 811 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND IN BLOCK NO. 130 OF THE CITY OF ST. CHARLES, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PROPERTY CONVEYED TO FIRST NATIONAL BANK OF ST. CHARLES, AS RECORDED IN DEED BOOK 672 PAGE 214 OF THE ST. CHARLES COUNTY, MISSOURI, THENCE SOUTH 67 DEGREES 46 MINUTES 24 SECONDS EAST, 57.58 FEET; THENCE SOUTH 68 DEGREES 17 MINUTES 46 SECONDS WEST, 41.92 FEET; THENCE SOUTH 57 DEGREES 46 MINUTES 22 SECONDS WEST, 27.44 FEET; THENCE NORTH 22 DEGREES 13 MINUTES 36 SECONDS EAST, 340.00 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

A LOT OF GROUND PART OF BLOCK NUMBERED 130 OF THE CITY OF ST. CHARLES, MISSOURI FRONTING 42 FEET, MORE OR LESS, ON THE EASTERN SIDE OF FIFTH STREET AND EXTENDING EASTWARDLY WITH EVEN WIDTH AND PARALLEL WITH CLAY STREET 200 FEET, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERN LINE OF FIFTH STREET WHICH POINT IS DISTANT SOUTHWARDLY 192 FEET, MORE OR LESS, FROM THE SOUTHERN LINE OF CLAY STREET AND WHICH BEGINNING POINT IS THE NORTHWESTERN CORNER OF A LOT OF GROUND NOW OWNED BY THEINE, THENCE NORTHWARDLY WITH THE EASTERN LINE OF FIFTH STREET 42 FEET, MORE OR LESS, TO THE SOUTHWESTERN CORNER OF A LOT OF GROUND NOW OWNED BY THE MOUNT ZION BAPTIST CHURCH; THENCE EASTWARDLY PARALLEL WITH CLAY STREET 200 FEET; THENCE SOUTHWARDLY PARALLEL WITH FIFTH STREET 42 FEET, MORE OR LESS; THENCE WESTWARDLY PARALLEL WITH CLAY STREET 200 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PART CONDEMNED FOR RIGHT-OF-WAY PURPOSES UNDER CAUSE NO. 0911-CV05752 IN THE CIRCUIT COURT FOR ST. CHARLES COUNTY, MISSOURI. A CERTIFIED COPY OF THE REPORT OF COMMISSIONERS ON SAME BEING RECORDED IN BOOK 5251 PAGE 499 OF THE ST. CHARLES COUNTY RECORDS.

PARCEL 5:

A LOT OF GROUND, PART OF BLOCK NUMBERED 130 OF THE CITY OF ST. CHARLES, MISSOURI FRONTING 50 FEET, MORE OR LESS ON THE EASTERN SIDE OF FIFTH STREET AND EXTENDING EASTWARDLY WITH EVEN WIDTH AND PARALLEL WITH JACKSON STREET 125 FEET, MORE OR LESS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERN LINE OF FIFTH STREET DISTANT NORTHWARDLY 100 FEET FROM THE NORTHERN LINE OF JACKSON STREET THE NORTHWESTERN CORNER OF A LOT OF GROUND NOW OR FORMERLY OWNED BY ROSIEN; THENCE NORTHWARDLY WITH THE EASTERN LINE OF FIFTH STREET, 50 FEET, MORE OR LESS, TO THE SOUTHWESTERN CORNER OF A LOT OF GROUND NOW OR FORMERLY OWNED BY MACHENS; THENCE EASTWARDLY PARALLEL WITH JACKSON STREET, 125 FEET, MORE OR LESS, TO THE NORTHWESTERN CORNER OF A LOT OF GROUND NOW OR FORMERLY OWNED BY LANVERNMEIER; THENCE SOUTHWARDLY, PARALLEL WITH FIFTH STREET 50 FEET, MORE OR LESS, TO THE NORTHEASTERN CORNER OF A LOT OF GROUND NOW OR FORMERLY OWNED BY MENCH; AND THENCE WESTWARDLY, PARALLEL WITH JACKSON STREET 125 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PART CONDEMNED FOR RIGHT-OF-WAY PURPOSES UNDER CAUSE NO. 0911-CV05752 IN THE CIRCUIT COURT FOR ST. CHARLES COUNTY, MISSOURI. A CERTIFIED COPY OF THE REPORT OF COMMISSIONERS ON SAME BEING RECORDED IN BOOK 5251 PAGE 499 OF THE ST. CHARLES COUNTY RECORDS.

PARCEL 6:

PART OF CITY BLOCK 130 OF THE CITY OF ST. CHARLES DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF JACKSON STREET, 32 FEET 1 INCH WIDE AND THE EAST LINE OF SOUTH FIFTH STREET 60 FEET WIDE; THENCE NORTH ALONG THE EAST LINE OF SOUTH FIFTH STREET 101.35 FEET TO AN IRON PIPE; THENCE LEAVING SAID EAST LINE THEREOF, EASTWARDLY ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID JACKSON STREET 80 FEET TO AN IRON PIPE; THENCE SOUTH AND PARALLEL TO THE EAST LINE OF SOUTH FIFTH STREET 101.35 FEET TO AN IRON PIPE IN THE NORTH LINE OF JACKSON STREET; THENCE WEST ALONG SAID NORTH LINE THEREOF 80 FEET TO A POINT IN THE EAST LINE OF SAID SOUTH FIFTH STREET, THE POINT OF BEGINNING, ACCORDING TO SURVEY THEREOF EXECUTED BY ENGINEERING & SURVEYING, INC., ON NOVEMBER 5-12, 1969.

EXCEPTING THEREFROM THAT PART CONDEMNED FOR RIGHT-OF-WAY PURPOSES UNDER CAUSE NO. 0911-CV05752 IN THE CIRCUIT COURT FOR ST. CHARLES COUNTY, MISSOURI. A CERTIFIED COPY OF THE REPORT OF COMMISSIONERS ON SAME BEING RECORDED IN BOOK 5251 PAGE 499 OF THE ST. CHARLES COUNTY RECORDS.

PARCEL 7:

PART OF CITY BLOCK NO. ONE HUNDRED THIRTY (130) OF THE CITY OF ST. CHARLES, MISSOURI, FRONTING FORTY FIVE (45) FEET ON THE NORTH SIDE OF JACKSON STREET AND EXTENDING NORTHWARDLY WITH EVEN WIDTH AND PARALLEL WITH FIFTH STREET ONE HUNDRED (100) FEET; BOUNDED ON THE WEST BY LOT NOW OR FORMERLY OF POSER, ON THE NORTH BY LOT NOW OR FORMERLY OF THEIEN, ON THE EAST BY LOT NOW OWNED BY TAINTER AND ON THE SOUTH BY JACKSON STREET.

PARCEL 8:

A LOT OF GROUND, PART OF BLOCK NUMBERED ONE HUNDRED THIRTY (130) OF THE CITY OF ST. CHARLES, MISSOURI, FRONTING THIRTY SEVEN FEET SIX INCHES (37' 6") ON THE NORTHERN SIDE OF JACKSON STREET AND EXTENDING NORTHWARDLY WITH EVEN WIDTH AND PARALLEL WITH FIFTH STREET, ONE HUNDRED FIFTY (150) FEET, MORE OR LESS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A POINT IN THE NORTHERN LINE OF JACKSON STREET DISTANT EASTWARDLY ONE HUNDRED SIXTY TWO FEET SIX INCHES (162' 6") FROM THE EASTERN LINE OF FIFTH STREET AND WHICH BEGINNING POINT IS THE SOUTHWESTERN CORNER OF A LOT OF GROUND NOW OWNED BY FREDENBURG; THENCE NORTHWARDLY, PARALLEL WITH FIFTH STREET, ONE HUNDRED FIFTY (150) FEET, MORE OR LESS, TO THE SOUTHERN LINE OF A LOT OF GROUND NOW OWNED BY MACHENS; THENCE WESTWARDLY PARALLEL WITH JACKSON STREET, THIRTY SEVEN FEET SIX INCHES (37' 6") TO THE EASTERN LINE OF A LOT OF GROUND NOW OWNED BY BACON; THENCE SOUTHWARDLY PARALLEL WITH FIFTH STREET, ONE HUNDRED FIFTY (150) FEET, MORE OR LESS, TO THE NORTHERN LINE OF JACKSON STREET; THENCE EASTWARDLY ALONG THE NORTHERN LINE OF JACKSON STREET, THIRTY SEVEN FEET SIX INCHES (37' 6") TO THE PLACE OF BEGINNING.

PARCEL 9:

A LOT OF GROUND, BEING PART OF BLOCK NUMBERED 130 OF THE CITY OF ST. CHARLES, MISSOURI, FRONTING 38 FEET, MORE OR LESS, ON THE NORTHERN SIDE OF JACKSON STREET AND EXTENDING NORTHWARDLY, WITH EVEN WIDTH AND PARALLEL WITH FIFTH STREET, 150 FEET, MORE OR LESS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERN LINE OF JACKSON STREET DISTANT WESTWARDLY 162 FEET 6 INCHES (162' 6") FROM THE EASTERN LINE OF FIFTH STREET AND WHICH BEGINNING POINT IS THE SOUTHEASTERN CORNER OF A LOT OF GROUND NOW OR FORMERLY OWNED BY LANVERMEIER; THENCE NORTHWARDLY, PARALLEL WITH FIFTH STREET, 150 FEET, MORE OR LESS, TO A POINT IN THE SOUTHERN LINE OF A LOT OF GROUND NOW OR FORMERLY OWNED BY MACHENS; THENCE EASTWARDLY, PARALLEL WITH JACKSON STREET, 38 FEET, MORE OR LESS, TO A POINT IN THE WESTERN LINE OF A LOT OF GROUND NOW OR FORMERLY OWNED BY FELDMANN; THENCE SOUTHWARDLY, PARALLEL WITH FIFTH STREET, 150 FEET, MORE OR LESS, TO A POINT IN THE NORTHERN LINE OF JACKSON STREET; AND THENCE WESTWARDLY, WITH THE NORTHERN LINE OF JACKSON STREET, 38 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXHIBIT B

FORM OF CERTIFICATE OF SUBSTANTIAL COMPLETION

CERTIFICATE OF SUBSTANTIAL COMPLETION

FIRST CAPITOL PLACE LLC (the "Developer"), pursuant to that certain Redevelopment Agreement dated as of _____, 2026 (the "Agreement"), among the City of St. Charles, Missouri (the "City"), the Developer and the First Capitol Place Redevelopment Corporation, hereby certifies to the City as follows:

1. That as of _____, 20___, the Redevelopment Project has been substantially completed in accordance with the Agreement.

2. The Redevelopment Project has been completed in a workmanlike manner and in accordance with all applicable zoning, building and other permits issued by the City.

3. Lien waivers for the Redevelopment Project have been obtained.

4. This Certificate of Substantial Completion is accompanied by the project architect's certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as Appendix A and by this reference incorporated herein, certifying that the Redevelopment Project has been substantially completed in accordance with the Agreement.

5. This Certificate of Substantial Completion is being issued by the Developer to the City in accordance with the Agreement to evidence the Developer's satisfaction of all obligations and covenants with respect to the Redevelopment Project.

6. The City's acceptance (below) in writing to this Certificate of Substantial Completion and the recordation of this Certificate of Substantial Completion with the St. Charles County Recorder of Deeds, shall evidence the satisfaction of the Developer's agreements and covenants to complete the Redevelopment Project.

7. This Certificate of Substantial Completion is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

8. All certifications or statements made or set forth in this Certificate of Substantial Completion are made solely for the benefit of the City and shall not be relied upon or used for any purpose by any third party in any proceeding, claim or contest of any kind, nature or character.

9. *All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.*

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this _____ day of _____, 20___.

FIRST CAPITOL PLACE LLC

By: _____
Name: _____
Title: _____

ACCEPTED:

CITY OF ST. CHARLES, MISSOURI

By: _____
Name: _____
Title: _____

(Insert Notary Form(s) and Legal Description; Attach AIA Form G-704)

EXHIBIT C

FORM OF TRANSFEREE AGREEMENT

This **TRANSFEREE AGREEMENT** (this "Transferee Agreement") is entered into this _____ day of _____, 20___, by and between the **CITY OF ST. CHARLES, MISSOURI** (the "City") and _____, a [state][entity type] (the "Transferee").

RECITALS

A. The real property to be purchased by the Transferee and legally described in **Exhibit A** attached hereto (the "Redevelopment Area") is part of the Redevelopment Project described in the Development Plan for the First Capitol Place Redevelopment Area (the "Development Plan") approved by the City pursuant to Ordinance No. 26-___ adopted by the City Council on _____, 2026 (the "Approving Ordinance").

B. The Redevelopment Area and the Redevelopment Project are subject to that certain Redevelopment Agreement dated as of _____, 2026 (the "Redevelopment Agreement") among the City, First Capitol Place LLC (the "Developer") and the First Capitol Place Redevelopment Corporation, which Redevelopment Agreement was recorded in the St. Charles County Recorder of Deeds Office on _____, 2026, as Document No. _____.

C. **Section 6.2** of the Redevelopment Agreement requires, as a condition precedent to certain transfers of the Redevelopment Area, that the proposed transferee enter into and deliver to the City this Transferee Agreement, obligating the Transferee to comply with the requirements of the Development Plan and the obligations of the Developer under the Redevelopment Agreement.

D. The parties desire to enter into this Transferee Agreement to satisfy the conditions precedent set forth in **Section 6.2** of the Redevelopment Agreement.

NOW, THEREFORE, for and in consideration of the promises and the covenants entered herein, the City and the Transferee agree as follows:

1. The Transferee has entered into a purchase contract with the Developer, or an authorized successor or assign, pursuant to which the Transferee will acquire the Redevelopment Area.

2. The Transferee acknowledges that it has been provided with and/or has reviewed the Approving Ordinance and the Redevelopment Agreement.

3. The Transferee acknowledges and agrees that its acquisition, use and enjoyment of the Redevelopment Area and any future disposition of the the Redevelopment Area are subject to the terms of the Redevelopment Agreement.

4. The Transferee acknowledges that in the event of the sale, lease, sublease, assignment or other voluntary or involuntary disposition of the Redevelopment Area, the obligations of the Redevelopment Agreement shall continue and shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective subsequent transferees as if they were in every case specifically named and shall be construed as a covenant running with the land and enforceable as if such purchaser, tenant, transferee or other possessor thereof were originally a party to and bound by the Redevelopment Agreement. The Transferee assumes the duty to notify any purchaser, tenant, transferee or

other possessor of the Redevelopment Project of its rights, duties and obligations under the Redevelopment Agreement.

5. The parties agree that the intention of this Transferee Agreement is to ensure that the Transferee has actual notice of the rights, duties and obligations contained in the Redevelopment Agreement prior to taking ownership of the Redevelopment Area, and nothing contained in this Transferee Agreement shall be deemed to impose any rights, duties or obligations that are not imposed pursuant to the Redevelopment Agreement.

6. This Transferee Agreement shall be governed by the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF ST. CHARLES, MISSOURI

(SEAL)

By: _____
Mayor

Attest:

_____
City Clerk

[TRANSFEREE]

By: _____
Name: _____
Title: _____

EXHIBIT A TO TRANSFEREE AGREEMENT

LEGAL DESCRIPTION OF THE REDEVELOPMENT AREA

PARCEL 1:

A LOT OF GROUND LOCATED IN BLOCK NO. 130 IN THE CITY OF ST. CHARLES, MISSOURI, FRONTING FIFTY (50) FEET, MORE OR LESS, ON THE SOUTHERN LINE OF 1ST CAPITOL DR. AND EXTENDING BACK WITH EVEN WIDTH A DISTANCE OF ONE HUNDRED FIFTY (150) FEET, MORE OR LESS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:
BEGINNING AT THE NORTHWEST CORNER OF THE LOT OF GROUND FIRST ABOVE DESCRIBED, SAID POINT OF BEGINNING BEING ONE HUNDRED FORTY (140) FEET WEST ALONG THE SOUTH SIDE OF FIRST CAPITOL DRIVE (FORMERLY CLAY STREET) FROM THE POINT OF INTERSECTION OF THE WESTERN LINE OF FOURTH STREET AND THE SOUTHERN LINE OF FIRST CAPITOL DRIVE; THENCE WESTWARDLY ALONG THE SOUTHERN LINE OF FIRST CAPITOL DRIVE A DISTANCE OF FIFTY (50) FEET, MORE OR LESS, THENCE SOUTHWARDLY PARALLEL WITH FOURTH STREET (AS ORIGINALLY ESTABLISHED) A DISTANCE OF ONE HUNDRED FIFTY (150) FEET, MORE OR LESS, THENCE EASTWARDLY PARALLEL TO FIRST CAPITOL DRIVE A DISTANCE OF FIFTY (50) FEET TO A POINT ON THE WESTERN LINE OF THE LOT OF GROUND FIRST ABOVE DESCRIBED; THENCE NORTHWARDLY ALONG THE WESTERN LINE OF THE LOT OF GROUND ABOVE DESCRIBED A DISTANCE OF ONE HUNDRED FIFTY (150) FEET TO THE POINT OF BEGINNING. BOUNDED ON THE NORTH BY FIRST CAPITOL DRIVE, ON THE EAST BY LOT OF GROUND FIRST ABOVE DESCRIBED, ON THE SOUTH BY LOT NOW OR FORMERLY OWNED BY E. STOLTZE'S HEIRS AND ON THE WEST BY LOT NOW OR FORMERLY OWNED BY CHARLES CAPPEL AND BEING THE SAME LOT OF GROUND CONVEYED BY JOSEPHINE MITTRUCKER TO OTTO H. WILLBRAND BY DEED DATED MAY 21, 1918, RECORDED IN THE RECORDER'S OFFICE OF ST. CHARLES COUNTY, MISSOURI, IN BOOK 132 PAGE 39.

PARCEL 2:

PART OF CITY SQUARE NO. ONE HUNDRED THIRTY (130), BEGINNING AT THE CORNER OF CLAY AND FIFTH STREETS IN SAID CITY OF ST. CHARLES; THENCE SOUTH 21° WEST WITH FIFTH STREET 150 FEET; THENCE SOUTH 69° EAST WITH A LINE PARALLEL WITH CLAY STREET 50 FEET; THENCE NORTH 21° EAST PARALLEL WITH FIFTH STREET 150 FEET TO CLAY STREET; THENCE NORTH 69° WEST WITH CLAY STREET 50 FEET TO THE PLACE OF BEGINNING; EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF SAINT CHARLES, MISSOURI BY INSTRUMENT RECORDED AUGUST 21, 2008 IN BOOK 5038 PAGE 811 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND IN BLOCK NO. 130 OF THE CITY OF ST. CHARLES, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PROPERTY CONVEYED TO FIRST NATIONAL BANK OF ST. CHARLES, AS RECORDED IN DEED BOOK 672 PAGE 214 OF THE ST. CHARLES COUNTY, MISSOURI, THENCE SOUTH 67 DEGREES 46 MINUTES 24 SECONDS EAST, 57.58 FEET; THENCE SOUTH 68 DEGREES 17 MINUTES 46 SECONDS WEST, 41.92 FEET; THENCE SOUTH 57 DEGREES 46 MINUTES 22 SECONDS WEST, 27.44 FEET; THENCE NORTH 22 DEGREES 13 MINUTES 36 SECONDS EAST, 340.00 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PART CONDEMNED FOR RIGHT-OF-WAY PURPOSES UNDER CAUSE NO. 0911-CV05752 IN THE CIRCUIT COURT FOR ST. CHARLES COUNTY, MISSOURI. A CERTIFIED COPY OF THE REPORT OF COMMISSIONERS ON SAME BEING RECORDED IN BOOK 5251 PAGE 499 OF THE ST. CHARLES COUNTY RECORDS.

PARCEL 3:

A LOT OF GROUND, PART OF BLOCK NUMBERED ONE HUNDRED THIRTY (130) OF THE CITY OF ST. CHARLES, MISSOURI, FRONTING EIGHTY SEVEN (87') FEET ON THE SOUTHERN SIDE OF CLAY STREET, AND EXTENDING SOUTHWARDLY WITH EVEN WIDTH AND PARALLEL WITH FIFTH STREET, ONE HUNDRED FORTY (140') FEET, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERN LINE OF CLAY STREET DISTANT EASTWARDLY FIFTY FIVE (55') FEET FROM THE EASTERN LINE OF FIFTH STREET; THENCE EASTWARDLY, WITH THE SOUTHERN LINE OF CLAY STREET, EIGHTY SEVEN (87') FEET; THENCE SOUTHWARDLY PARALLEL WITH FIFTH STREET, ONE HUNDRED FORTY (140') FEET; THENCE WESTWARDLY, PARALLEL WITH CLAY STREET, EIGHTY SEVEN (87') FEET; AND THENCE NORTHWARDLY PARALLEL WITH FIFTH STREET, ONE HUNDRED FORTY (140') FEET TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF SAINT CHARLES, MISSOURI BY INSTRUMENT RECORDED AUGUST 21, 2008 IN BOOK 5038 PAGE 811 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND IN BLOCK NO. 130 OF THE CITY OF ST. CHARLES, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PROPERTY CONVEYED TO FIRST NATIONAL BANK OF ST. CHARLES, AS RECORDED IN DEED BOOK 672 PAGE 214 OF THE ST. CHARLES COUNTY, MISSOURI, THENCE SOUTH 67 DEGREES 46 MINUTES 24 SECONDS EAST, 57.58 FEET; THENCE SOUTH 68 DEGREES 17 MINUTES 46 SECONDS WEST, 41.92 FEET; THENCE SOUTH 57 DEGREES 46 MINUTES 22 SECONDS WEST, 27.44 FEET; THENCE NORTH 22 DEGREES 13 MINUTES 36 SECONDS EAST, 340.00 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

A LOT OF GROUND PART OF BLOCK NUMBERED 130 OF THE CITY OF ST. CHARLES, MISSOURI FRONTING 42 FEET, MORE OR LESS, ON THE EASTERN SIDE OF FIFTH STREET AND EXTENDING EASTWARDLY WITH EVEN WIDTH AND PARALLEL WITH CLAY STREET 200 FEET, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERN LINE OF FIFTH STREET WHICH POINT IS DISTANT SOUTHWARDLY 192 FEET, MORE OR LESS, FROM THE SOUTHERN LINE OF CLAY STREET AND WHICH BEGINNING POINT IS THE NORTHWESTERN CORNER OF A LOT OF GROUND NOW OWNED BY THEINE, THENCE NORTHWARDLY WITH THE EASTERN LINE OF FIFTH STREET 42 FEET, MORE OR LESS, TO THE SOUTHWESTERN CORNER OF A LOT OF GROUND NOW OWNED BY THE MOUNT ZION BAPTIST CHURCH; THENCE EASTWARDLY PARALLEL WITH CLAY STREET 200 FEET; THENCE SOUTHWARDLY PARALLEL WITH FIFTH STREET 42 FEET, MORE OR LESS; THENCE WESTWARDLY PARALLEL WITH CLAY STREET 200 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PART CONDEMNED FOR RIGHT-OF-WAY PURPOSES UNDER CAUSE NO. 0911-CV05752 IN THE CIRCUIT COURT FOR ST. CHARLES COUNTY, MISSOURI. A CERTIFIED COPY OF THE REPORT OF COMMISSIONERS ON SAME BEING RECORDED IN BOOK 5251 PAGE 499 OF THE ST. CHARLES COUNTY RECORDS.

PARCEL 5:

A LOT OF GROUND, PART OF BLOCK NUMBERED 130 OF THE CITY OF ST. CHARLES, MISSOURI FRONTING 50 FEET, MORE OR LESS ON THE EASTERN SIDE OF FIFTH STREET AND EXTENDING EASTWARDLY WITH EVEN WIDTH AND PARALLEL WITH JACKSON STREET 125 FEET, MORE OR LESS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERN LINE OF FIFTH STREET DISTANT NORTHWARDLY 100 FEET FROM THE NORTHERN LINE OF JACKSON STREET THE NORTHWESTERN CORNER OF A LOT OF GROUND NOW OR FORMERLY OWNED BY ROSIEN; THENCE NORTHWARDLY WITH THE EASTERN LINE OF FIFTH STREET, 50 FEET, MORE OR LESS, TO THE SOUTHWESTERN CORNER OF A LOT OF GROUND NOW OR FORMERLY OWNED BY MACHENS; THENCE EASTWARDLY PARALLEL WITH JACKSON STREET, 125 FEET, MORE OR LESS, TO THE NORTHWESTERN CORNER OF A LOT OF GROUND NOW OR FORMERLY OWNED BY LANVERNMEIER; THENCE SOUTHWARDLY, PARALLEL WITH FIFTH STREET 50 FEET, MORE OR LESS, TO THE NORTHEASTERN CORNER OF A LOT OF GROUND NOW OR FORMERLY OWNED BY MENCH; AND THENCE WESTWARDLY, PARALLEL WITH JACKSON STREET 125 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PART CONDEMNED FOR RIGHT-OF-WAY PURPOSES UNDER CAUSE NO. 0911-CV05752 IN THE CIRCUIT COURT FOR ST. CHARLES COUNTY, MISSOURI. A CERTIFIED COPY OF THE REPORT OF COMMISSIONERS ON SAME BEING RECORDED IN BOOK 5251 PAGE 499 OF THE ST. CHARLES COUNTY RECORDS.

PARCEL 6:

PART OF CITY BLOCK 130 OF THE CITY OF ST. CHARLES DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF JACKSON STREET, 32 FEET 1 INCH WIDE AND THE EAST LINE OF SOUTH FIFTH STREET 60 FEET WIDE; THENCE NORTH ALONG THE EAST LINE OF SOUTH FIFTH STREET 101.35 FEET TO AN IRON PIPE; THENCE LEAVING SAID EAST LINE THEREOF, EASTWARDLY ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID JACKSON STREET 80 FEET TO AN IRON PIPE; THENCE SOUTH AND PARALLEL TO THE EAST LINE OF SOUTH FIFTH STREET 101.35 FEET TO AN IRON PIPE IN THE NORTH LINE OF JACKSON STREET; THENCE WEST ALONG SAID NORTH LINE THEREOF 80 FEET TO A POINT IN THE EAST LINE OF SAID SOUTH FIFTH STREET, THE POINT OF BEGINNING, ACCORDING TO SURVEY THEREOF EXECUTED BY ENGINEERING & SURVEYING, INC., ON NOVEMBER 5-12, 1969.

EXCEPTING THEREFROM THAT PART CONDEMNED FOR RIGHT-OF-WAY PURPOSES UNDER CAUSE NO. 0911-CV05752 IN THE CIRCUIT COURT FOR ST. CHARLES COUNTY, MISSOURI. A CERTIFIED COPY OF THE REPORT OF COMMISSIONERS ON SAME BEING RECORDED IN BOOK 5251 PAGE 499 OF THE ST. CHARLES COUNTY RECORDS.

PARCEL 7:

PART OF CITY BLOCK NO. ONE HUNDRED THIRTY (130) OF THE CITY OF ST. CHARLES, MISSOURI, FRONTING FORTY FIVE (45) FEET ON THE NORTH SIDE OF JACKSON STREET AND EXTENDING NORTHWARDLY WITH EVEN WIDTH AND PARALLEL WITH FIFTH STREET ONE HUNDRED (100) FEET; BOUNDED ON THE WEST BY LOT NOW OR FORMERLY OF POSER, ON THE NORTH BY LOT NOW OR FORMERLY OF THEIEN, ON THE EAST BY LOT NOW OWNED BY TAINTER AND ON THE SOUTH BY JACKSON STREET.

PARCEL 8:

A LOT OF GROUND, PART OF BLOCK NUMBERED ONE HUNDRED THIRTY (130) OF THE CITY OF ST. CHARLES, MISSOURI, FRONTING THIRTY SEVEN FEET SIX INCHES (37' 6") ON THE NORTHERN SIDE OF JACKSON STREET AND EXTENDING NORTHWARDLY WITH EVEN WIDTH AND PARALLEL WITH FIFTH STREET, ONE HUNDRED FIFTY (150) FEET, MORE OR LESS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A POINT IN THE NORTHERN LINE OF JACKSON STREET DISTANT EASTWARDLY ONE HUNDRED SIXTY TWO FEET SIX INCHES (162' 6") FROM THE EASTERN LINE OF FIFTH STREET AND WHICH BEGINNING POINT IS THE SOUTHWESTERN CORNER OF A LOT OF GROUND NOW OWNED BY FREDENBURG; THENCE NORTHWARDLY, PARALLEL WITH FIFTH STREET, ONE HUNDRED FIFTY (150) FEET, MORE OR LESS, TO THE SOUTHERN LINE OF A LOT OF GROUND NOW OWNED BY MACHENS; THENCE WESTWARDLY PARALLEL WITH JACKSON STREET, THIRTY SEVEN FEET SIX INCHES (37' 6") TO THE EASTERN LINE OF A LOT OF GROUND NOW OWNED BY BACON; THENCE SOUTHWARDLY PARALLEL WITH FIFTH STREET, ONE HUNDRED FIFTY (150) FEET, MORE OR LESS, TO THE NORTHERN LINE OF JACKSON STREET; THENCE EASTWARDLY ALONG THE NORTHERN LINE OF JACKSON STREET, THIRTY SEVEN FEET SIX INCHES (37' 6") TO THE PLACE OF BEGINNING.

PARCEL 9:

A LOT OF GROUND, BEING PART OF BLOCK NUMBERED 130 OF THE CITY OF ST. CHARLES, MISSOURI, FRONTING 38 FEET, MORE OR LESS, ON THE NORTHERN SIDE OF JACKSON STREET AND EXTENDING NORTHWARDLY, WITH EVEN WIDTH AND PARALLEL WITH FIFTH STREET, 150 FEET, MORE OR LESS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERN LINE OF JACKSON STREET DISTANT WESTWARDLY 162 FEET 6 INCHES (162' 6") FROM THE EASTERN LINE OF FIFTH STREET AND WHICH BEGINNING POINT IS THE SOUTHEASTERN CORNER OF A LOT OF GROUND NOW OR FORMERLY OWNED BY LANVERMEIER; THENCE NORTHWARDLY, PARALLEL WITH FIFTH STREET, 150 FEET, MORE OR LESS, TO A POINT IN THE SOUTHERN LINE OF A LOT OF GROUND NOW OR FORMERLY OWNED BY MACHENS; THENCE EASTWARDLY, PARALLEL WITH JACKSON STREET, 38 FEET, MORE OR LESS, TO A POINT IN THE WESTERN LINE OF A LOT OF GROUND NOW OR FORMERLY OWNED BY FELDMANN; THENCE SOUTHWARDLY, PARALLEL WITH FIFTH STREET, 150 FEET, MORE OR LESS, TO A POINT IN THE NORTHERN LINE OF JACKSON STREET; AND THENCE WESTWARDLY, WITH THE NORTHERN LINE OF JACKSON STREET, 38 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
February 10, 2026

The City Council convened in a Special City Council Meeting on Tuesday, February 10, 2026, at 5:30 p.m. at the Saint Charles Convention Center, 1 Convention Center Plaza – Grand Ballroom D, Saint Charles, Missouri, with Vice President of the Council Mark Hollander presiding. The Honorable Mayor Daniel J. Borgmeyer and Members of the Council were present as follows: Justin Foust, Brian Gould, Steve Hollander, Denise Mitchell, Bill Otto, Vince Ratchford, and Mary West. Absent: Michael Galba and *~~Mark Hollander~~ Bart Haberstroh. City Clerk Kimberly Hudson was present and performed the duties of that office.
File #49417

The meeting was opened with the Invocation, those present standing in a moment of silence, followed by the Pledge of Allegiance to the Flag.

JUSTIN FOUST made a motion to excuse the absence of Councilmember Michael Galba and Councilmember Bart Haberstroh. VINCE RATCHFORD seconded the motion. All in favor. Motion passed.

CITIZEN COMMENTS

Councilmember Steve Hollander completed a speaker card and spoke relative to clarity in Council authority and providing direction.

BILLS FOR FINAL PASSAGE

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)*

Passed Ayes: Gould, M. Hollander, S. Hollander, Mitchell, Otto, Ratchford, West and Foust

Nays: None

Absent: Galba and Haberstroh

Approved by the Honorable Mayor on February 11, 2026 and is known as Ordinance **26-016**

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)*

Passed Ayes: Gould, M. Hollander, S. Hollander, Mitchell, Otto, Ratchford, West and Foust

Nays: None

Absent: Galba and Haberstroh

Approved by the Honorable Mayor on February 11, 2026 and is known as Ordinance **26-017**

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)*

Passed Ayes: Gould, M. Hollander, S. Hollander, Mitchell, Otto, Ratchford, West and Foust

Nays: None

Absent: Galba and Haberstroh

Approved by the Honorable Mayor on February 11, 2026 and is known as Ordinance **26-018**

BILL OTTO made a motion to adjourn. VINCE RATCHFORD seconded the motion. All voted in favor. Motion passed.

The Special Session of the City Council adjourned at 5:34 p.m.

_____

Date Approved

_____ _____

Kimberly Hudson, City Clerk Mark Hollander, Presiding Officer

Council Work Session of the City Council
Of the City of Saint Charles, Missouri
February 10, 2026

The City Council of the City of Saint Charles, Missouri convened in a Work Session at 5:35 p.m. on Tuesday, February 10, 2026, at the Saint Charles Convention Center, 1 Convention Center Plaza – Grand Ballroom D, Saint Charles, Missouri, with Vice President of the Council Mark Hollander presiding and the Members of the Council present as follows: Justin Foust, Brian Gould, Steve Hollander, Denise Mitchell, Bill Otto, Vince Ratchford, and Mary West. Absent: Bart Haberstroh and Michael Galba. City Clerk Kimberly Hudson was present and performed the duties of that office.

Presentation Regarding Public Works Street Sweeping: Contracted Services vs. In-House Operations

Public Works Street Superintendent Sam Thomas provided a presentation related to using contracted street sweeping services versus in-house services. A cost analysis and operational review were presented. Mr. Thomas outlined the costs and challenges associated with maintaining street sweeping services in-house, including repair, maintenance, equipment replacement, and fuel expenses. He also reviewed the costs and scope of contracting these services for the City.

In conclusion, Mr. Thomas explained that contracting out the service would result in cost savings, provide greater cost certainty, reduce downtime, and improve overall operational efficiency and flexibility.

It was the consensus of the Councilmembers present that the Public Works Department move forward with contracting out street sweeping services.

Presentation Regarding the Saint Charles Transit System

Assistant City Administrator and Interim Public Works Director Larry Perney provided a presentation regarding the Saint Charles Transit System, which includes the "Charley" and "Ride STC." Mr. Perney presented information on total transit ridership statistics, profit and loss statements, cost per rider, and fare comparisons with other municipalities in the region, as well as comparable municipalities statewide. He presented three recommendations to the Council: (1)

eliminate "Ride STC"; (2) incrementally increase fares for the "Charley," with a discount for seniors; and (3) offer a monthly pass. A brief discussion followed regarding the information presented and staff's recommendations.

It was the consensus of the Councilmembers present to eliminate the "Ride STC" commuter bus service; increase the "Charley" fare in 2026 from $1.50 per person, per ride to $2.00 per person, per ride, with incremental increases of $1.00 each year through 2029; offer a monthly pass beginning in 2026 at a rate of $40.00, with incremental increases of $20.00 each year through 2029; and provide a 50% discount on both the "Charley" fare and monthly passes for seniors age 65 and older and for disabled riders.

Presentation of the City's 2025 Accomplishments

Director of Administration Larry Dobrosky presented a video highlighting the City's 2025 accomplishments, with each Department Director featuring their respective department's achievements. Mr. Dobrosky noted that each Councilmember received a binder of the 2025 accomplishments (attached), which includes a more comprehensive report. On behalf of the directors and all City employees, Mr. Dobrosky thanked the Mayor and Council for their continued support.

Presentation of the 2025-2026 Strategic Plan Update and Development of the City Council's 2026-2027 Strategic Plan

Director of Administration Larry Dobrosky began the presentation with a review of the Mayor and Council Expectations and outlined the Focus Areas and Strategies related to the Strategic Plan. Councilmember Mitchell spoke regarding communication concerns and recent misunderstandings related to Council direction. Councilmember Ratchford spoke relative to the importance of including PowerPoint presentations in Council meeting packets in advance so Councilmembers have an opportunity to review them prior to the meeting.

Mr. Dobrosky provided a walkthrough and status update in the five (5) Focus Areas and

Strategies of the 2025-2026 Strategic Plan: (1) Fiscal Sustainability; (2) Safe and Sustainable Community; (3) Economic Growth; (4) Infrastructure and (5) High Performing Organization.

Together, Mr. Dobrosky and the City Councilmembers updated the 2026-2027 Strategic Plan as follows:

Focus Area: Fiscal Sustainability

The following items remained in progress: (1) Seek Opportunity to Reduce GF/PF Reliance of Gaming Funds; (2) Seek State Funding – Fire Training Facility and (3) Evaluate Tourism Tax Language and Consider Bringing Back to Voters. The following items were added to the 2026-2027 Strategic Plan: (1) Evaluate and Present Ideas to Increase Funding for Roads and Sidewalks; (2) Put Together Ideas on Future Funding for the Sawtooth/Four Seasons Farmers Market and (3) Put Together Ideas on Future Funding or Service Cuts if the Property Tax Freeze or Elimination Happens.

Discussion was held relative to educating residents regarding Prop RT, which will be on the April 7th ballot and what a possible property tax freeze or elimination would mean for the City.

Focus Area: Safe and Sustainable Community

The following items remained in progress: (1) Enhance Senior Services; (2) Identify and Present Homelessness Ideas/Recommendations; (3) Improve Relationships with Schools/Lindenwood and (4) Evaluate Potential Mental Health and Other Health-Related Programs for the Students/Residents. The following item was added to the 2026-2027 Strategic Plan: (1) Golf Cart Policy.

Focus Area: Economic Growth

The following items remained in progress: (1) Riverpointe Development; (2) Frenchtown Development and (3) American Car Foundry (ACF) Development (seek and work with a developer(s) for completion of the development). The following item was added to the

2026-2027 Strategic Plan: (1) Continue Building and Growing the Farmers Market, Transitioning it to the Sawtooth Building.

Focus Area: Infrastructure

The following items remained in progress: (1) Implement a New Citywide Signage Plan; (2) Katy Trail Transportation Project; (3) First Capitol; (4) Wellhead District/Water Solution/Data Center; (5) Gun Range/Training Facility; (6) City Hall; (7) Main Street Extension; (8) Senior Center and (9) Rec Center. The following item was added to the 2026-2027 Strategic Plan: (1) Secure Property for Future Fire Station #6.

Focus Area: Innovative and High Performing Organization

The following items remained in progress: (1) Seek Opportunities to Enhance Working Relationship Amongst Elected Officials; (2) ERP System; (3) Electronic Record Management System and (4) Update City's Strategic Plan. There were no additional items added.

Mr. Dobrosky thanked the Councilmembers and noted that the updated 2026–2027 Strategic Plan and the Facilitation Guide outlining Mayor and Council expectations will be brought forward as a Resolution at an upcoming City Council meeting for Council consideration and approval.

CLOSED SESSION

At 7:15 p.m., VINCE RATCHFORD made a motion to adjourn into closed session pursuant to RSMo 610.031(2); as amended. JUSTIN FOUST seconded the motion. A roll call vote was taken with the following results: "Aye": Gould, M. Hollander, S. Hollander, Mitchell, Otto, Ratchford, West and Foust. "Nay": None. Absent: Galba and Haberstroh. Motion passed.

The closed portion of the Council Work Session adjourned at 7:22 p.m.

Council Work Session of the City Council
Of the City of Saint Charles, Missouri
February 10, 2026

At 7:23 p.m. STEVE HOLLANDER made a motion to adjourn the open portion of Council Work Session. JUSTIN FOUST seconded the motion. All voted in favor. Motion passed.

_____

Date Approved



_____ _____

Kimberly Hudson, City Clerk Mark Hollander, Presiding Officer

STREET COMMITTEE
OF THE CITY COUNCIL OF THE CITY OF ST. CHARLES, MISSOURI
February 24, 2026

The Street Committee of the City Council of the City of Saint Charles, Missouri, met on Tuesday, February 24, 2026, at 5:30 p.m. in Conference Room A on the fourth floor of City Hall, 200 North Second Street, Saint Charles, Missouri, with Chairman Vince Ratchford presiding and members of the Committee present as follows: Bart Haberstroh, Brian Gould, Bill Otto, and Alternate Street Committee Member Denise Mitchell. Absent: Mark Hollander. Also present were Assistant City Administrator Brad Temme, Director of Public Works Larry Perney, Director of Engineering Dan Mann, and Fire Chief Joe Gragnani. Assistant City Clerk Emily Galantowicz was present and performed the duties of that office.

Monthly Status Update on the Traffic Service Requests

Director of Engineering Dan Mann reported on the Traffic Service Requests, noting four open requests and one new was opened request in February. He stated that Councilmember Hollander had raised a speeding concern on Main Street near the transition from brick to concrete by Reservoir Street, and it was the consensus of the Street Committee members present to defer the update to the next meeting so Councilmember Hollander could participate in the discussion. Mr. Mann also provided an update on the intersection at Country Club Plaza and Friedens, followed by discussion, and noted that traffic counts have been conducted at 82 locations citywide since April 2024.

Discussion Relative to the Sign Replacement Policy

Director of Public Works Larry Perney reviewed the City's street sign replacement policy adopted by the Street Committee on September 27, 2016, which specifies that the City furnishes and replaces only signs that comply with the Manual on Uniform Traffic Control Devices (MUTCD). He noted that the blue replacement signs being installed meet MUTCD standards; however, it was brought to the City's attention that blue signs do not match the historic district's traditional white signage used to distinguish the area. Discussion followed. It was the consensus of the Street Committee members present to identify the boundaries of the white sign district and bring the item back for further discussion at the next meeting. It was also the consensus of the Street Committee Members present to replace the recently installed blue sign in the historic district with a white sign.

STREET COMMITTEE
OF THE CITY COUNCIL OF THE CITY OF ST. CHARLES, MISSOURI
February 24, 2026

Discussion Relative to a Resolution of Support for the 2026 Project Applications for St. Charles County Transportation Improvement Plan TIP Funding Currently Available Through the St. Charles County Road Board

Director of Engineering Dan Mann reported that the St. Charles County Road Board (CRB) is accepting Transportation Improvement Plan (TIP) project applications until March 31, 2026. He noted that the CRB reviews projects funded by the County-wide ½-cent transportation sales tax and that the City has also applied for Federal funding for several of the proposed projects. There are no fees to apply for County funding, and the Resolution does not require City Council approval per the Street Committee Responsibility Matrix. Mr. Mann explained that County funds would help offset the local match required for Federal projects and provided a summary of proposed projects and estimated costs included in the meeting packet. Staff recommended approval of the Resolution. Following discussion, it was the consensus of the Street Committee members present to proceed with the applications and the Resolution.

Update on the First Capitol Drive and Sixth Street Traffic Signal Warrant Analysis

Director of Engineering Dan Mann briefly summarized the First Capitol and Sixth Street signal analysis. As Councilmember Hollander was not present, BART HABERSTROH made a motion to postpone this item to the March agenda and BRIAN GOULD seconded the motion. All voted in favor. Motion passed.

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

The Street Committee meeting adjourned at 6:26 p.m.

_____

Date Approved



_____ _____

Vince Ratchford — Assistant City Clerk

Chairman of Street Committee

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

The City Council convened in a Regular City Council Meeting on Tuesday, March 3, 2026, at 7:03 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. Members of the Council were present as follows: Justin Foust, Bart Haberstroh, Mark Hollander, Steve Hollander, Denise Mitchell, Bill Otto, Vince Ratchford, and Mary West. Absent: Mayor Daniel J. Borgmeyer and Brian Gould. 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 Symphony Gray of Barnwell Middle School.

A motion was made by MARK HOLLANDER to excuse the absence of Councilmember Brian Gould. VINCE RATCHFORD seconded the motion. All voted in favor. Motion passed.

PRESENTATIONS/AWARDS/PROCLAMATIONS

Presentation Regarding Updated Branding for the New Business Ambassador and Economic Development Programs

Director of Community Development Zachary Tusinger introduced Business Development Coordinator Jessica Ferguson and Economic Development Specialist Kory Goodson, who provided a presentation regarding updated branding for the New Business Ambassador and Economic Development Specialist programs.

Verbal Overview of Council Bill 14061

Fire Chief Joe Gragnani provided a brief overview of Council Bill 14061, which is listed as a Bill for Introduction on the agenda. Chief Gragnani indicated that this represents the first step in the Fire Department's strategic plan, specifically the transition of Emergency Medical Services (EMS) to the St. Charles County Ambulance District (SCCAD).

PUBLIC COMMENT

Jose S. Lardizabal a.k.a. Dale Keter, representing the Findett Corporation Superfund Community Advisory Group a.k.a. St. Charles Clean Water Group, spoke relative to the water contamination problem in St. Charles and this group's upcoming meetings.

Eli Stobel, representing Local 757, spoke in favor of Council Bill 14061.

REPORT OF THE MAYOR

There was no Report of the Mayor.

ANNOUNCEMENTS FROM COUNCILMEMBERS/MISCELLANEOUS

Councilmember Bill Otto shared that he has received inquiries from his ward about the City's expenses for the Parks Board lawsuit and reported the current total as $78,759.00.

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-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.

CONSENT AGENDA

Councilmember Denise Mitchell requested to remove Item 8.A.1. – Regular City Council Meeting minutes of February 3, 2026 from the Consent Agenda.

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

A. Approval of Council Minutes and Reports

1. Regular City Council Meeting of February 3, 2026

REMOVED FROM THE CONSENT AGENDA

2. Public Hearing of February 3, 2026

File #49425

3. Council Work Session of February 24, 2026

File #49427

4. Regular City Council Meeting of February 24, 2026

File #49417

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

File #49384

2. Housing Authority of the City of St. Charles Meeting of December 17, 2025

File #49384

3. Board of Adjustment Meeting of August 4, 2025

File #49391

4. Board of Adjustment Meeting of October 6, 2025

File #49391

5. Board of Adjustment Meeting of November 3, 2025

File #49391

6. Saint Charles Parks & Recreation Board Meeting of January 21, 2026

File #49433

7. Saint Charles Parks & Recreation Board Meeting of February 4, 2026

File #49433

8. Landmarks Board Meeting of January 26, 2026

File #49434

C. Receipt of Director of Administration Reports

1. Notice of Emergency Purchase – Lou Fusz Chevrolet

File #49435

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

C26-065

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

C25-138

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

C26-064

E. Preliminary Plats

F. Miscellaneous

ITEMS REMOVED FROM THE CONSENT AGENDA

Item 8.A.1. – Regular City Council Meeting Minutes of February 3, 2026

A motion was made by DENISE MITCHELL to amend the Regular City Council Meeting minutes of February 3, 2026 to correct a scrivener's error on page 12, first paragraph, second sentence, striking the word "council". JUSTIN FOUST seconded the motion. A roll call vote was taken with the following results: "Aye": West, Foust, Galba, Haberstroh, M. Hollander, S. Hollander, Mitchell, Otto and Ratchford.. "Nay": None. Absent: Gould. Motion passed.

City Clerk Kimberly Hudson announced the Regular City Council Meeting minutes of February 3, 2026 will be amended to correct the scrivener's error and will be placed on the March 17, 2026 Regular City Council meeting agenda for approval.

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)*

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

"Nay": None

Absent: Gould

Approved by the Honorable Mayor on March 9, 2026 and is known as Resolution **R26-005**

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)*

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

"Nay": None

Absent: Gould

Approved by the Honorable Mayor on March 9, 2026 and is known as Ordinance **26-019**

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)*

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

"Nay": None

Absent: Gould

Approved by the Honorable Mayor on March 9, 2026 and is known as Ordinance **26-020**

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)*

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

"Nay": None

Absent: Gould

Approved by the Honorable Mayor on March 9, 2026 and is known as Ordinance **26-021**

BILLS FOR INTRODUCTION

City Clerk Kimberly Hudson announced the application relative to Bill 14062 was withdrawn by the applicant, therefore Council Bill 14062 will not be read into the record.

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)*

The following Council Bills were Introduced:

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 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)*

ITEMS FOR COUNCIL ACTION

There were no items for Council Action.

CLOSED SESSION

At 7:52 p.m., a motion was made by MARK HOLLANDER to adjourn into closed session pursuant to RSMo 610.021.(1), and RSMo. 610.021(2), as amended. JUSTIN FOUST seconded the Motion. A roll call vote was taken with the following results: "Aye": Haberstroh, M. Hollander, S. Hollander, Mitchell, Otto, Ratchford, West, Foust and Galba. "Nay": None. Absent: Gould. Motion passed.

At 8:40 p.m., a motion was made by JUSTIN FOUST to adjourn the open portion of the Regular City Council Meeting. MARK HOLLANDER seconded the motion. All voted in favor. Motion passed.

_____

Date Approved



_____ _____

Kimberly Hudson, City Clerk Michael Galba, Presiding Officer

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

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

PUBLIC HEARING

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)***

Director of Community Development Zachary Tusinger provided an overview of the application. There being no 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 ln-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 with 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.

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

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)***

Director of Community Development Zachary Tusinger provided an overview of the application. There being no public comment, a motion was made by BART HABERSTROH to close the public hearing and approve the conditional use permit per §400.220 (C)(1)(a) for Liquor Sales within the "C-2" General Business District, located at 2454 West Clay Street with 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.

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

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)***

There being no public comments, BART HABERSTROH 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": Haberstroh, M. Hollander, S. Hollander, Mitchell, Otto, Ratchford, West, Foust and Galba. "Nay": None. Absent: Gould. Motion passed.

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)***

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

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

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)***

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

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)***

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

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)***

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

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.

There being no public comments, MARK HOLLANDER made a motion to hold the Public Hearing open on Case No. TA-2026-01 until the May 5, 2026 Regular City Council Meeting. JUSTIN FOUST seconded the motion. A roll call vote was taken with the following results: "Aye": Otto, Ratchford, West, Foust, Galba, Haberstroh, M. Hollander, S. Hollander and Mitchell. "Nay": None. Absent: None. Motion passed.

The Public Hearing adjourned at 7:40 p.m. and the Regular Session continued with the order of business.



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Date Approved

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Kimberly Hudson, City Clerk

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Michael Galba, Presiding Officer

Council Work Session of the City Council
Of the City of Saint Charles, Missouri
March 3, 2026

The City Council of the City of Saint Charles, Missouri convened in an open work session at 6:00 p.m. on Tuesday, March 3, 2026, at City Hall, Conference Room A, Fourth Floor, Saint Charles, Missouri. Councilmembers in attendance were: Justin Foust, Michael Galba, Bart Haberstroh, Mark Hollander, Steve Hollander, Denise Mitchell, Bill Otto, Vince Ratchford, and Mary West. Absent: Brian Gould. City Clerk Kimberly Hudson was present and performed the duties of that office.

Closed Session

A motion was made by BILL OTTO to adjourn into closed session pursuant to RSMo 610.021(3) and RSMo 610.021 (13); as amended. DENISE MITCHELL seconded the motion. A roll call vote was taken with the following results: "Aye": Galba, Haberstroh, M. Hollander, S. Hollander, Mitchell, Otto, Ratchford, West and Foust. "Nay": None. Absent: Gould. Motion passed.

The closed portion of the Council Work Session adjourned at 7:00 p.m.

At 7:00 p.m., a motion was made by MARK HOLLANDER to adjourn the open portion of the Council Work Session. DENISE MITCHELL seconded the motion. All voted in favor. Motion passed.

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Date Approved



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Kimberly Hudson, City Clerk

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Michael Galba, Presiding Officer

Council Work Session of the City Council
Of the City of Saint Charles, Missouri
March 10, 2026

The City Council of the City of Saint Charles, Missouri convened in an open work session at 6:00 p.m. on Tuesday, March 10, 2026, at City Hall, Conference Room A, Fourth Floor, Saint Charles, Missouri. Councilmembers in attendance were: Justin Foust, Michael Galba, 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.

Closed Session

A motion was made by BART HABERSTROH to adjourn into closed session pursuant to RSMo 610.021(1) and RSMo 610.021 (3) and RSMo 610.21 (13); as amended. BILL OTTO 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: Gould. Motion passed.

The closed portion of the Council Work Session adjourned at 8:17 p.m.

At 8:18 p.m., a motion was made by MARK HOLLANDER to adjourn the open portion of the Council Work Session. STEVE HOLLANDER seconded the motion. All voted in favor. Motion passed.

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Date Approved

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Kimberly Hudson, City Clerk

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Michael Galba, Presiding Officer

Council Work Session of the City Council
Of the City of Saint Charles, Missouri
March 17, 2026

The City Council of the City of Saint Charles, Missouri convened in an open work session at 6:30 p.m. on Tuesday, March 17, 2026, at City Hall, Conference Room A, Fourth Floor, Saint Charles, Missouri. Councilmembers in attendance were: Michael Galba, Brian Gould, Mark Hollander, Steve Hollander, Denise Mitchell, Bill Otto, Vince Ratchford, and Mary West. Absent: Justin Foust and Bart Haberstroh. 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, M. Hollander, S. Hollander, Mitchell, Otto, Ratchford, and West. "Nay": None. Absent: Haberstroh and Foust. Motion passed.

The closed portion of the Council Work Session adjourned at 6:42 p.m.

At 6:43 p.m., a motion was made by MARY WEST to adjourn the open portion of the Council Work Session. MARK HOLLANDER seconded the motion. All voted in favor. Motion passed.

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Date Approved

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Emily Galantowicz, Assistant City Clerk

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Michael Galba, Presiding Officer



RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
March 17, 2026

The City Council convened in a Regular City Council Meeting on Tuesday, March 17, 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, Mark Hollander, Steve Hollander, Denise Mitchell, Bill Otto, Vince Ratchford, and Mary West. Absent: Bart Haberstroh. Assistant City Clerk Emily Galantowicz was present and performed the duties of that office.

File #49417

Council President Michael Galba read remarks honoring Detective Derek Sissom, Badge 262:

> "On July 18, 2024, many of us sat in this chamber wearing shirts to support a brother in a fight. That night, I asked this community to pray for Detective Derek Sissom…Badge 262 as he faced a three-and-a-half-year battle against cancer.
>
> It is with a heavy heart that I share that Derek's watch ended on February 27, 2026.
>
> Derek was a 25-year veteran of our City Police Department. From his service in the Army Reserves to his work as a Detective, a Crash Reconstructionist, and our 2012 Officer of the Year; he was a pillar of this department.
>
> You see many of us wearing those same shirts again tonight. We wear them not to fund a fight anymore, but as a symbol that this City will never forget Detective Derek Sissom's 25 years of service to our City.
>
> To our newer Council Members: although you weren't on this dais in 2024 to wear these specific shirts, I know you stand in full solidarity with us tonight as we honor a true hero of St. Charles.

As we move forward, I would humbly ask that we officially shift our prayers and our focus. We move them from Derek's battle…to the family he leaves behind…his wife Deanna, his parents, his fellow officers and his cherished goddaughter, Sophie Kruse.

Detective Sissom, Badge 262, retired just one year ago. He gave this City his best years and tonight we honor that sacrifice."

Following these remarks, the meeting was opened with a moment of silence and Pledge of Allegiance to the Flag.

A motion was made by MARK HOLLANDER to excuse the absence of Bart Haberstroh. VINCE RATCHFORD seconded the motion. All voted in favor. Motion passed.

PRESENTATIONS/AWARDS/PROCLAMATIONS

PUBLIC COMMENT

Tom Besselman, 550 Jackson St., shared remarks regarding the life and passing of Danny Bushdiecker, including his personal experiences, and encouraged the City to consider a remembrance in light of ongoing Frenchtown revitalization efforts.

Jose S. Lardizabal, 631 N. 5th St., expressed concerns regarding St. Charles County Council Bill No. 5474, related to participation in the 287(g) task force model, citing potential impacts on the community and local economy, and encouraged public attendance at the March 30, 2026 County Council meeting.

Donald Otensen, 1007 Dardenne St., expressed concern about the derelict property at 1013 and 1015 Dardenne St.

Karen O'Hearn, 730 McDonough Street, spoke against Proposition RT on the April 7, 2026 ballot.

State Representative Colin Wellenkamp, 20 Delacroix Place, provided an update on State and Federal efforts to address A.I. infrastructure impacts. He noted his sponsorship of HR 3362 to protect water resources and grid integrity and referenced similar Federal proposals. He encouraged continued local government engagement.

REPORT OF THE MAYOR

Appointments to Boards/Commissions/Committees

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

CVB Commission

- The appointment of *Christina Haegele*, to represent the *restaurant and/or hotel industry*, to fill the vacant position formerly held by *Kayla Smith*, who resigned *February 2026*, for a term expiring *July 2027*.

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

File #49418

ANNOUNCEMENTS FROM COUNCILMEMBERS/MISCELLANEOUS

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. LL-2026-5 Approval of a Liquor License Application for Paul Dinkins d/b/a Commons Group LLC, located at 3500 Hempstead St. (Ward 8) ***(RCA Attached)***

CONSENT AGENDA

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

A. Approval of Council Minutes and Reports

1. Regular City Council Meeting of February 3, 2026

File #49417

2. Closed Session Meeting of October 21, 2025
3. Closed Session Meeting of November 18, 2025
4. Closed Session Meeting of December 9, 2025
5. Closed Session Meeting of January 6, 2026

B. Receipt of Reports from Boards, Commissions and Committees

1. Veterans Commission Meeting of October 13, 2025

File #49386

2. The Greater Saint Charles Convention & Visitors Commission Meeting of January 22, 2026

File #49440

3. Main Street Special Business District Meeting of January 8, 2026

File #49438

4. Main Street Special Business District Meeting of February 5, 2026

File #49438

C. Receipt of Director of Administration Reports

D. Approval of Contracts and Easements

1. Contract with Layne Christensen Company for the 2026 Well Treatment Project in an Amount Not to Exceed $551,690.00

C26-073

2. Contract with MacQueen Equipment, LLC for the Preventative Maintenance, Scheduled and Unscheduled Maintenance, Inspections and Testing for the Fire Department's Fire Apparatuses through December 31, 2026 in an Amount Not to Exceed $200,000.00

C26-074

3. Change Order No. 3 with Groundworks Contracting for the Beaver Creek Court Bank Stabilization Project in the Amount of $686,823.00 for a Total Contract Amount Not to Exceed $4,399,130.30

C24-258

4. Supplemental Agreement No. 3 with Midwest Service Group for the City Centre Complex Project in the Amount of $219,447.85 for a Total Contract Not to Exceed $336,850.74

C25-061

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 *(City Clerks Department)*

File #49426

2. Report of the City Clerk Relative to Disposal of Various Records Pursuant

to the Missouri Records Manual and State Records Retention Law *(Public Works Department)*

File #49426

3. Report of the Court Administrator of Monies Collected and Deposited - February 2026

ITEMS REMOVED FROM THE CONSENT AGENDA

RESOLUTIONS

A. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CHARLES, MISSOURI APPROVING THE FACILITATION GUIDE IDENTIFYING MAYOR AND CITY COUNCIL EXPECTATIONS; AND APPROVING A 2026 AND 2027 STRATEGIC PLAN SET FORTH IN THE PROJECT CHARTS CONTAINED THEREIN *(SPONSORS: BILL OTTO, MARK HOLLANDER, VINCE RATCHFORD, MARY WEST, DENISE MITCHELL, JUSTIN FOUST, BRIAN GOULD, MICHAEL GALBA, BART HABERSTROH AND STEVE HOLLANDER)*

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

"Nay": None

Absent: Haberstroh

Approved by the Honorable Mayor on March 19, 2026 and is known as Resolution **R26-006**

B. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CHARLES REQUESTING THE PLANNING AND ZONING COMMISSION TO VOTE AT ITS APRIL 2026 MEETING ON THE PROPOSED AMENDMENT PROHIBITING DATA CENTERS AS A PRINCIPAL LAND USE *(SPONSORS: BILL OTTO, MARK HOLLANDER, VINCE RATCHFORD, MARY WEST,*

DENISE MITCHELL, JUSTIN FOUST, MICHAEL GALBA AND BART HABERSTROH)

Councilmember Brian Gould noted a public knowledge gap about data centers. He stated his support for staff and for the resolution, emphasizing the importance of staying open to future opportunities while protecting the City's water and wellhead district. He thanked Representative Wellenkamp for providing state and federal context on data center regulation, which he believes will help safeguard local water resources.

Councilmember Steve Hollander read an email from Planning and Zoning Commissioner Missy Palitzsch, who opposed directing the Commission to advance a data center ban, stating it sends the wrong message, bypasses the Commission's independent role, and lacks sufficient public input. Mr. Hollander agreed, expressing concern that the resolution improperly directs the Commission and could undermine public trust. He stated that the issue needs more discussion and that he will vote against the resolution.

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

"Nay": S. Hollander

Absent: Haberstroh

Approved by the Honorable Mayor on March 19, 2026 and is known as Resolution **R26-007**

BILLS FOR FINAL PASSAGE

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, VINCE RATCHFORD, MARY WEST, DENISE MITCHELL, JUSTIN FOUST, BRIAN GOULD, MICHAEL GALBA, BART HABERSTROH AND STEVE HOLLANDER)*

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

"Nay": None

Absent: Haberstroh

Approved by the Honorable Mayor on March 19, 2026 and is known as Ordinance **26-021**

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)*

Councilmember Vince Ratchford requested a separate vote on Council Bill 14063.

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

"Nay": Ratchford

Absent: Haberstroh

Approved by the Honorable Mayor on March 19, 2026 and is known as Ordinance **26-022**

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)*

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

Approved by the Honorable Mayor on March 19, 2026 and is known as Ordinance **26-023**

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)*

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

Approved by the Honorable Mayor on March 19, 2026 and is known as Ordinance **26-024**

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)*

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

Absent: Haberstroh

Approved by the Honorable Mayor on March 19, 2026 and is known as Ordinance **26-025**

BILLS FOR INTRODUCTION

The following Council Bills were Introduced:

BILL 14067

AN ORDINANCE APPROVING THE RECORD PLAT FOR THE NEW STONE LOT 1, LOT 2 AND LOT 3 BOUNDARY ADJUSTMENT, A SUBDIVISION OF THE CITY OF SAINT CHARLES, MISSOURI *(SPONSOR: MARK HOLLANDER)*

BILL 14068

AN ORDINANCE APPROVING THE RECORD PLAT FOR THE HUSTER INDUSTRIAL CENTER, A SUBDIVISION OF THE CITY OF SAINT CHARLES, MISSOURI *(SPONSOR: MARK HOLLANDER)*

Assistant City Clerk Emily Galantowicz informed President Michael Galba of a scrivener's error on Bill 14068, noting the sponsor should be Brian Gould rather than Mark Hollander. She read the corrected sponsor into the record.

BILL 14069

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 #3) *(SPONSOR: BART HABERSTROH)*

BILL 14070

AN ORDINANCE DESIGNATING A CERTAIN TRACT OF LAND IN THE CITY OF ST. CHARLES, MISSOURI, AS A BLIGHTED AREA; APPROVING THE DEVELOPMENT PLAN FOR THE FIRST CAPITOL PLACE REDEVELOPMENT

AREA; APPROVING A REDEVELOPMENT AGREEMENT IN CONNECTION WITH THE DEVELOPMENT PLAN; AND AUTHORIZING THE CITY TO TAKE CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH *(SPONSOR: MARK HOLLANDER)*

BILL 14071

AN ORDINANCE AUTHORIZING THE CITY OF ST. CHARLES, MISSOURI, TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS (FIRST CAPITOL PLACE REDEVELOPMENT PROJECT), SERIES 2026, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COSTS OF ACQUIRING, CONSTRUCTING AND IMPROVING AN INDUSTRIAL DEVELOPMENT PROJECT IN THE CITY; APPROVING A PLAN FOR THE PROJECT; AND AUTHORIZING THE CITY TO ENTER INTO CERTAIN AGREEMENTS AND TAKE CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH *(SPONSOR: MARK HOLLANDER)*

At 7:33 p.m. Council President Michael Galba requested a motion for a five-minute recess. The motion was made by BILL OTTO and seconded by VINCE RATCHFORD. All voted in favor, motion passed.

Mayor Daniel J. Borgmeyer left the meeting at this time.

The Regular City Council Meeting reconvened at 7:39 p.m. with the following Councilmembers in attendance: Vince Ratchford, Mary West, Justin Foust, Michael Galba, Brian Gould, Mark Hollander, Steve Hollander, Denise Mitchell, and Bill Otto. Councilmember Bart Haberstroh was absent.

ITEMS FOR COUNCIL ACTION

A. Appeal of Landmarks Case No. D-2025-020 Certificate of Demolition for 900 Main Street (Building 90 of the American Car Foundry Complex) to Determine Whether Preservation of Building 90 is Technologically and Economically Feasible

Assistant City Clerk Emily Galantowicz introduced Agenda Item 15.A, an appeal of Landmarks Case No. D-2025-020 regarding a Certificate of Demolition for 900 Main Street, specifically to determine whether preservation of Building 90 is technologically and economically feasible.

The Council President opened the public hearing and referred the matter to the City Attorney for preliminary matters.

City Attorney Holly Magdziarz explained that the matter was before the City Council as an appeal pursuant to Section 400.1310 of the City Code. The City of St. Charles, as an adjoining landowner, was identified as the Appellant, and Bax Engineering as the Respondent.

The City Attorney outlined the hearing procedures, including:

- Admission of exhibits into the record
- Presentation by the Appellant and Respondent (up to 30 minutes each)
- Council questioning (not counted toward presentation time)
- Public comment (up to 5 minutes per speaker)
- Rebuttal by both parties (up to 5 minutes each)
- Closing of evidence and Council action on the appeal

Ms. Magdziarz offered that Council, by motion, admit the following exhibits into the record:

Exhibit 1 - Transcript specific to this application from the January 26, 2026, Landmarks meeting.

Exhibit 2 - Section 400.1280, Certificates of Demolition or Removal.

Exhibit 3 - Section 400.1310, Appeals.

Exhibit 4 - Application for Certificate of Appropriateness dated November 17, 2025.

Exhibit 5 - Staff Report from the January 26, 2026, Landmarks meeting.

Exhibit 6 - Applicant's Presentation from the January 26, 2026, Landmarks meeting.

Exhibit 7 - January 27, 2026 decision letter from Staff.

Exhibit 8 - Notice of Appeal by the City of St. Charles dated and filed February 4, 2026.

Exhibit 9 - Transcript of excerpts from the February 3, 2026 City Council meeting.

Exhibit 10 - Public comments received via email.

Exhibit 11 - The complete Code of Ordinances of the City of St. Charles.

Exhibit 12 - Comprehensive Master Plan of the City of St. Charles, "2026: Guiding STC."

Exhibit 13 - Architectural Guidelines for the Frenchtown Preservation District.

Exhibit 14 - Frenchtown Great Streets Plan.

Exhibit 15 - Frenchtown Levee Study, dated December 3, 2021.

A motion was made by VINCE RATCHFORD to admit the aforementioned exhibits into the record. MARY WEST seconded the motion. A roll call vote was taken with the following results: "Aye:" West, Galba, Gould, M. Hollander, S. Hollander, Mitchell, Otto and Ratchford. "Nay:" None. Abstain: Foust. Absent: Haberstroh. Motion passed.

Abstain File #49423

File #49439

The Appellant, the City of St. Charles, presented its case. Assistant Director of Community Development and Planning Manager John Boyer, Historic Preservation Planner Taylor Moore and Brad Kerans, Acting Building Commissioner were sworn in under oath.

Following the presentation, Councilmembers were given the opportunity to ask questions.

The Respondent, Bax Engineering, presented its case. Michael Durham was sworn under oath. Following the presentation, the Council was given the opportunity to ask questions.

Council President Michael Galba opened the hearing for public comment and reviewed the rules for participation. Assistant City Clerk Emily Galantowicz called the following speakers; each speaker was sworn in prior to providing testimony and was allotted up to five minutes to speak.

Amy Senter, 136 S. Main St., spoke against the Landmarks Board decision.
Matt Thomason, 820 S. Sixth St., spoke in favor of the Landmarks Board decision.
Randy Schilling, 119 S. Main St., spoke in favor of the appeal the Landmarks Board decision.
Joe Ancmon, 201 N. Main St., spoke against the appeal of the Landmarks Board decision.
Scott Shipman, 2095 Bayonne Dr., spoke in favor of the appeal of the Landmarks Board decision.
Chris Goellner, 301 S. Main St., spoke against the appeal of the Landmarks Board decision.
Tom Besselman, 550 Jackson St., spoke in favor of the appeal of the Landmarks Board decision.
April Moxley, 222 N. Main St., spoke in favor of the appeal of the Landmarks Board decision.

At 9:10 p.m. Council President Michael Galba requested a motion for a ten-minute recess. The motion was made by VINCE RATCHFORD and seconded by MARK HOLLANDER. All voted in favor, motion passed.

The Regular City Council Meeting was reconvened at 9:21 p.m. with the following Councilmembers in attendance: Justin Foust, Michael Galba, Brian Gould, Mark Hollander, Steve Hollander, Denise Mitchell, Bill Otto, Vince Ratchford and Mary West. Councilmember Bart Haberstroh was absent.

The Appellant provided rebuttal. Council members were given the opportunity to ask questions.

The Respondent then provided rebuttal. Councilmembers were given the opportunity to ask questions.

Council President Michael Galba called for a motion to close the evidence. The motion was made by BILL OTTO and seconded by VINCE RATCHFORD. A roll call vote was taken with the following results: "Aye:" Galba, Gould, M. Hollander, S. Hollander, Mitchell, Otto, Ratchford, and West. "Nay:" None. Abstain: Foust. Absent: Haberstroh. Motion passed.
Abstain File #49423
File #49439

Council President Michael Galba called for a motion regarding the appeal.

A motion was made by BILL OTTO to reverse the Historic Landmarks Preservation and Architectural Review Board's finding that the preservation of Building 90 is not technologically and economically feasible and to deny the application of the applicant, Bax Engineering Company in Case No. D-2025-020 accordingly. VINCE RATCHFORD seconded the motion. A roll call vote was taken with the following results: "Aye:" Gould, M. Hollander, Mitchell, Otto, Ratchford, West, and Galba. "Nay:" S. Hollander. Abstain: Foust. Absent: Haberstroh. Motion passed.
Abstain File #49423
File #49439

The hearing on HLPARB Case No. D-2025-020 concluded at 9:33 p.m.

Council President Michael Galba asked for a motion to adjourn the Regular City Council Meeting. The motion was made by MARK HOLLANDER and seconded by VINCE RATCHFORD. All in favor. Motion passed.

The Regular City Council meeting adjourned at 9:33 p.m.

_____

Date Approved



_____ _____

Emily Galantowicz, Assistant City Clerk Michael Galba, Presiding Officer

PUBLIC HEARING
Before the City Council of the City of Saint Charles, Missouri
March 17, 2026

On Tuesday, March 17, 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, Mark Hollander, Steve Hollander, Denise Mitchell, Bill Otto, Vince Ratchford and Mary West. Absent: Bart Haberstroh. Assistant City Clerk Emily Galantowicz was present and performed the duties of that office.

PUBLIC HEARING

A. Case No. LL-2026-5 Approval of a Liquor License Application for Paul Dinkins d/b/a Commons Group LLC, located at 3500 Hempstead St. (Ward 8) ***(RCA Attached)***

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

The Public Hearing adjourned at 7:18 p.m. and the Regular Session continued with the order of business.



_____
Date Approved

_____
Emily Galantowicz, Assistant City Clerk

_____
Michael Galba, Presiding Officer

VETERANS COMMISSION OF THE CITY OF SAINT CHARLES
MEETING MINUTES November 10th 2025

The Veterans Commission of the City of Saint Charles, Missouri met on Monday, November 10th at 5:30 PM in Conference Room A, on the Fourth Floor of City Hall, 200 North Second Street, Saint Charles, Missouri with Chairman Chris Mendes, Betty Gonzales, Thomas Stephens, Renee Porter, Katrina Evans, Ivan Bohlender and Council Liaison Brian Gould. Larry Perney – Staff Liaison, Larry Reighard, Art Minor, Lance Ebby were absent. Donnie Wieland, DeWhitt White, and Shane McDonald were in attendance as an introduction to the commission.

The meeting was called to order at 5:35 PM. Roll Call was held.

The Pledge of Allegiance was recited. Led by Committee member Katrina Evans.

Approval of September 8th Meeting Minutes: Motion to be made by Tom Stephenson, second by Betty Gonzalez. All approved, motion passed.

Public Comments: No Public Comment. Donnie Wieland, DeWhitt White, and Shane McDonald were in attendance as an introduction to the commission and to speak to agenda 4b - 2026 planning.

Old Business: N/A

New Business: St. Charles Salutes – Veterans Day Ceremony Post-Event Debrief.
The ceremony was a great success. Parade crowds were light. Conversations with LU guests on how to incorporate LU football games as well as fly over and recognition of local veterans.

2026 Planning - Work with LU to get Veterans Center incorporated and running for not only LU but all locals. Find ways to raise funds to donate or use for future events.

Date of next meeting – March 9, 2025

Betty Gonzales made a motion to adjourn, second by Tom Stephenson. All approved, motion passed.

The meeting was adjourned at 6:30 p.m.

Approved: _____ Date 3/9/2026

PLANNING AND ZONING COMMISSION
MEETING MINUTES
February 9, 2026
City Hall – Council Chambers
200 N Second Street, 4th Floor
St. Charles, MO 63301

MEMBERS PRESENT:
Shawn Luesse, Chairperson
Missy Palitzsch, Secretary
Mayor Dan Borgmeyer
Michael Galba, City Council Liaison
Adriana Perrone
Tyson King
Keith Liston
John Morgan

MEMBERS ABSENT
Julie Bartch, Vice-Chair
Chris DeGuentz

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

A regular meeting of the St. Charles Planning and Zoning Commission was held on **Monday, February 9, 2026**, beginning at 6:00 p.m. on the fourth floor of City Hall Chambers, 200 North Second Street, St. Charles, Missouri.

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

1. Call to order and the roll.
2. The Pledge of Allegiance.
3. Approve the minutes of the January 12, 2025 Planning and Zoning Commission meeting.

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

Councilmember Galba made a motion to amend the agenda in order to consider Item #12 (Case No TA-2026-01) first. Secretary Palitzsch seconded the motion. Motion passed.

PUBLIC HEARING: Text Amendment

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

   Assistant Director Boyer provided the Commission with an overview of the Text Amendment application. The public hearing for the application opened with fourteen (14) speakers from the public, with eight (8) speaking in opposition, three (3) speaking in favor, and three (3) with general questions.

   Secretary Palitzsch made a motion to close the public hearing. Councilmember Galba seconded the motion. All were in favor and the public hearing closed.

   Secretary Palitzsch motioned to TABLE this application until the April 13, 2026 Planning and Zoning Commission meeting. Mayor Borgmeyer seconded the motion. The motion passed (6 in favor, 2 opposed) and the item was tabled.

PUBLIC HEARING: Rezoning

5. 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.

   Planner Brown provided the Commission with an overview of the Establishment of Zoning request. The applicant addressed the Commission. The public hearing for the application opened with one (1) speaker from the public, with general questions. Secretary Palitzsch made a motion to close the public hearing. Councilmember Galba seconded the motion. All were in favor and the public hearing closed.

   Secretary Palitzsch motioned to forward the Establishment of Zoning with a favorable recommendation, as submitted. Commissioner Morgan seconded the motion. The application will be forwarded to the City Council with a favorable recommendation (8 in favor, 0 opposed) at their March 3, 2026 meeting.

PUBLIC HEARING: Rezoning

6. 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.

   Planner Brown provided the Commission with an overview of this annexation and establishment of zoning request. The applicant addressed the Commission. The public hearing for the application opened with one (1) speaker from the public, with general questions. Secretary Palitzsch made a motion to close the public hearing. Commissioner Liston seconded the motion. All were in favor and the public hearing closed. Commissioner Morgan motioned to forward the Annexation application, as submitted. Secretary Palitzsch seconded the motion. The Annexation application will be forwarded to the City Council with a favorable recommendation (8 In Favor, 0 Opposed) at their March 3, 2026 meeting.

   Secretary Palitzsch motioned to forward the Establishment of Zoning application, as submitted. Commissioner Morgan seconded the motion. The Establishment of Zoning application will be forwarded to the City Council with a favorable recommendation (8 In Favor, 0 Opposed) at their March 3, 2026 meeting.

PUBLIC HEARING: Rezoning

7. 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.

   Planner Brown provided the Commission with an overview of the Rezoning request. The applicant addressed the Commission. The public hearing for the application opened with eight (8) speakers from the public, 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. Secretary Palitzsch made a motion to close the public hearing. Mayor Borgmeyer seconded the motion. All were in favor and the public hearing closed.

   Secretary Palitzsch motioned to forward the Rezoning with a favorable recommendation, as submitted. Councilmember Galba seconded the motion. The motion failed (0 in favor, 8 opposed) and the application will be forwarded to the City Council with an unfavorable recommendation at their March 3, 2026 meeting.

PUBLIC HEARING: Rezoning

8. 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.

Chair Luesse recused himself from this application and Secretary Palitzsch motioned to have Councilmember Galba take over as Acting Chair for this item. Commissioner Morgan seconded the motion. Motion passed.

Planner Berry provided the Commission with an overview of the Rezoning request. The applicant addressed the Commission. The public hearing for the application opened with five (5) speakers from the public. One (1) speaker was opposed, two (2) were in favor, and two (2) had general questions. Secretary Palitzsch made a motion to close the public hearing. Commissioner Morgan seconded the motion. All were in favor and the public hearing closed.

Secretary Palitzsch motioned to forward the Rezoning with a favorable recommendation, as submitted. Commissioner Morgan seconded the motion. The Rezoning application will be forwarded to the City Council with a favorable recommendation (6 In Favor, 1 Opposed, 1 Recusal) at their March 3, 2026 meeting.

PUBLIC HEARING: Conditional Use

9. 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.

Planner Brown provided the Commission with an overview of the Conditional Use Permit. The applicant addressed the Commission. The public hearing for the application opened with two (2) speakers from the public, 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).

Secretary Palitzsch made a motion to close the public hearing. Councilmember Galba seconded the motion. All were in favor and the public hearing closed. Secretary Palitzsch motioned to forward the Conditional Use application, with the following conditions:

1. **This conditional use permit for 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.**

Commissioner Morgan seconded the motion. The Conditional Use application will be forwarded to the City Council with a favorable recommendation (8 In Favor, 0 Opposed) at their March 3, 2026 meeting.

PUBLIC HEARING: Conditional Use

9. 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.

Planner Brown provided the Commission with an overview of the Conditional Use Permit. The applicant addressed the Commission. The public hearing for the application opened with no speakers from the public. Secretary Palitzsch made a motion to close the public hearing. Commissioner Liston seconded the motion. All were in favor and the public hearing closed. Secretary Palitzsch motioned to forward the Conditional Use application, with the following conditions:

1. **This conditional use permit for 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.**

Councilmember Galba seconded the motion. The Conditional Use application will be forwarded to the City Council with a favorable recommendation (8 In Favor, 0 Opposed) at their March 3, 2026 meeting.

SITE PLAN:

5. Case No. SP-2026-01. (AEROBIC MO LLC – Michael Kalimtzis) A site plan application for an elevation amendment located at 1095 Regency Parkway and within the C-2 General Business District. The subject property is located in Ward 6.

Planner Berry provided the Commission with an overview of the Site Plan request. The applicant addressed the Commission. The Commission had a discussion with the applicant and staff about the masonry on the building. Secretary Palitzsch made a motion to approve the Site Plan, subject to the following condition:

1. **Prior to issuance of a building permit, the applicant shall revise the building elevations for further façade enhancements to promote a cohesive architectural appearance of the entire structure.**

Councilmember Galba seconded the motion. All were in favor.

SITE PLAN:

5. Case No. SP-2026-02. (St. Charles Engineering & Surveying, Inc. – Michael Meiners) A Site Plan application for a new office & warehouse with outdoor storage located on a 1.14-acre tract of land located on the southeast corner of Walsh Court and Elm Point Industrial Drive. The property is zoned -1 Light Industrial District and is located in Ward 8.

Planner Berry provided the Commission with an overview of the Site Plan request. The applicant addressed the Commission. The Commission had a discussion with the applicant and staff about the masonry and landscaping. Councilmember Galba made a motion to approve the Site Plan, subject to the following condition:

1. **Prior to the issuance of a building permit, the applicant shall revise the building elevations to increase masonry treatment along street-facing elevations, with full-height masonry used to define and visually distinguish the office portion of the building from the warehouse component.**
2. **A landscape plan documenting compliance with City Code shall be submitted and approved prior to issuance of a building permit.**
3. **All exterior lighting, including wall pack lighting, shall be hooded or shielded to direct light straight down.**
4. **The outdoor storage area's surface shall be comprised of reclaimed asphalt and shall be properly maintained to control dust and remain in compliance with applicable nuisance and dust control standards.**

Secretary Palitzsch seconded the motion. All were in favor.

Adjournment

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

Secretary Palitzsch made a motion to adjourn the meeting. Councilmember Galba seconded the motion. All were in favor. The meeting adjourned at 8:43 p.m.

SECRETARY

3/9/26
DATE

MINUTES
Senior Citizen Advisory Commission
Tuesday, February 10, ~~2025~~ 2026
St. Charles City Hall, Conference Room A
200 North Second Street, 4th Floor
St. Charles, MO 63301

MEMBERS PRESENT
Sheila Eckstein
Judy Rhodes
Lester Hager
Althea West
Bill Wallace
Norm Fehl
David Eckhoff

OTHERS PRESENT
Mary West – City Council Liaison
Carla Bray – City Staff Liaison

MEMBERS ABSENT
Shelly Roy
Charlie Daniels

1. **Call to Order**
   The meeting was called to order at 10:02 a.m. by Chairperson Sheila Eckstein.

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

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

4. **Approval of January 13, 2026 meeting minutes**
   Bill Wallace made a motion to approve the January 13, 2026 minutes with noted corrections. Judy Rhodes made the second, all present were in favor, the motion passed.

5. **Election of Officers: Chairperson, Vice Chairperson, Secretary**
   Election results are as follows, approved by all.

Chairperson:	Sheila Eckstein
Vice Chairperson:	Bill Wallace
Secretary:	Althea West

6. **Chairperson Report**
   Sheila provided information and initiated discussion on the following:
   - Coffee with Legislators event at the St. Charles Senior Center on 2/6/26.
     - Approximately 40 people attended.
     - Price of meals on wheels was not addressed.
     - Senior Center meals, people not paying? Do they know?
     - David Eckhoff volunteered to deliver meals.

- Mary West will talk to Jen O'Connor to get information on Aging Ahead invoices/payments for Meals on Wheels.
- Mary and David will talk to Katie Pendergast at the Senior Center.
- Silver Legislators' Committee are looking for volunteers.
  - Bill shared a brochure.

- Lindenwood Meeting (Annie Alameda & Whitley Huxhold) held at City Hall on 2/6/26 where senior education was discussed.
  - SCAC subcommittee will move forward with this initiative so that time during the regular monthly meetings is not spent on this subject.
    - Need time limits for speakers at SCAC meetings.
      - Assign time to each agenda item.
  - Next meeting will take place in March.
    - Lindenwood is working on a program.
      - 4 quarterly workshops.
      - Advertise in STCNow.
      - Pilot this summer to see how it goes.
- Website update
  - Mary to meet with Beth this afternoon to discuss the Senior website.
- Senior Surveys
  - An update will be provided via email from Carla (update sent on Friday, 2/13/26)
    - 348 participants have completed the digital version
    - 67 paper copies have been completed
    - 415 total surveys completed so far
    - Dr. Bagley stated these numbers are quite impressive.
  - Sheila will talk to Shelly regarding Ward 2 Town Hall and the deadline for the surveys.
    - Suggestion offered to have SCAC members introduced at the Ward Town Hall meetings for better exposure.

7. Report from Council Liaison

- None

8. New Business

The group discussed the following:

- Create and include information on the City website welcoming people that are thinking of moving to St. Charles.
- Bill mentioned that upcoming events in the STCNow newsletter does not show times.
- Are there changes to the Senior Fair?
  - Carla will email Beth for answer (answer sent on Friday, 2/13/26).
- Senior Night at Wapelhorst – update provided by Bill.
  - Parks & Recreation will send out a flier.
  - $1,200 cost for the event. Money to come from Senior Services fund.
  - Event scheduled for Saturday, June 20th, 7:00 am – 9:00 am.
  - Free to participants, no registration required.
  - Aqua exercises included.
  - Coffee and light refreshments will be served.
  - Riverwalk passes and prizes to be awarded.

- Althea made a motion to move forward with the event, Bill provided a second, all were in favor, motion passed.

9. Old Business

- SCAC Banners were discussed and approved for ordering (David made the motion, Norm provided the second, all approved).
  - Only the Administration phone number will be listed on the banners (2).
- Althea initiated an AARP Workbook discussion and reminded everyone to read it.
  - Stakeholders are needed.

10. Commission Member Announcements

- Commission member name badges were mentioned. The City does not provide these. Previous Chairperson made them for the members.
- Senior Resource Fair at the Foundry Art Centre on 3/12/26, 9:00 am – 12:00 pm.
- Judy announced that her Councilmember, Vince Ratchford, was contacted and updated on SCAC activities.
- Conference Room A meeting reservation has been extended to 11:30 am each month.

11. Public Comment

- None

12. Adjourn

Bill Wallace made a motion to adjourn at 11:12 a.m., David Eckhoff provided the second, and all present were in favor, and motion passed.

Prepared by Carla Bray

Sheila Eckstein 3-10-26

MEETING SUMMARY

FRENCHTOWN SPECIAL BUSINESS DISTRICT ADVISORY BOARD
Thursday, February 12, 2026 4:30 PM
Conference Room A, City Hall
200 N. Second Street, Saint Charles, Missouri

Members Present:
Chris Kyle, Chair
Bill Otto, Council Liaison
Alyssa Houska
Keith Lutz
Adam Tritz

Staff Members Present:
Jessica Ferguson, Business Development Coordinator
Lawrence Perney, Assistant City Administrator
Beth Norviel, Director of Special Events
Dan Mann, Director of Engineering
Taylor Moore, Historic Preservation Planner
Jonathan Silver, City Engineer
Officer David Fruits
Mayor Dan Borgmeyer

ABSENT: Jeff Sams, Brandon Runk, Melissa Hollander, Kate Manfull

Call to Order and Call the Roll – Chris Kyle called the meeting to order at 4:34pm. Jessica Ferguson conducted roll call. There were five (5) members present, enough for a quorum.

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

Approval of Minutes – Adam Tritz made a motion to approve the January 8, 2026 Minutes. Bill Otto seconded the motion. All in favor (5-0).

Current Operating Budget –Keith Lutz made a motion to move $3000 from Repair and Maintenance to Advertising. Alyssa Houska seconded the motion. All in favor (5-0). 2026 Operating Budget is discussed. Adam Tritz made a motion to approve the budget. Keith Lutz seconded the motion. All in favor (5-0).

Election of Chair and Vice Chair – Adam Tritz made a motion to elect Chris Kyle as Chair and Jeff Sams as Vice Chair. Alyssa Houska seconded the motion. All in favor (5-0).

Update from City Staff – Bill Otto gives an update on the ACF. Beth Norviel and Jonathan Silver give an update on events and construction in Frenchtown. Mayor Dan Borgmeyer discusses Frenchtown and ACF. Board discusses events and construction timeline.

Planning Calendar – Board discussed creating a planning calendar.

Grants and Fundraising – Board discussed grants and fundraising.

Business Welcome Items – Alyssa Houska made a motion to approve $750 for Frenchtown flags from the General Supplies Office line item. Adam Tritz seconded the motion. All in favor (5-0)

Old Business – Planters and construction discussed.

New Business – None.

Report from City Council Liaison – None.

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

Adjournment – Bill Otto made the motion to adjourn at 5:33pm. Adam Tritz seconded the motion. All in favor (5-0).

Chris Kyle, Chair — Julius Keith Lutz, acting chair

3/12/26
Date

LANDMARKS BOARD - MINUTES
February 23, 2026
City Council Chambers, Fourth Floor City Hall
200 North Second Street
St. Charles, MO 63301

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

STAFF PRESENT
Taylor Moore, Preservation Planner
John Boyer, Asst. Director of CD
Zachary Tusinger, Director of CD

Absent: Tom Smith, Christi Tennyson

On Monday, February 23, 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.**
   Chairmen Steve Martin called the meeting to order at 6:00 p.m. Taylor Moore called the roll. Those in attendance are listed above.

2. **The Pledge of Allegiance**

3. **Consent Agenda**

   (A) Case No. EC-2026-4 1510 West Clark Street. Donald Goette. The applicant is requesting permission to install two new decks on the side of the property [Extended Historic Preservation District, Ward 1].

   (B) Case No. EC-2026-7 801 North 2nd Street. Fence & Deck Depot. The applicant is requesting permission to construct a new fence on the property [Frenchtown Preservation District, Ward 1].

   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. 2026-388 610 South Main Street. Taylor Brandenburg. The applicant is requesting permission to install a new projecting sign for the business "Dawn Tayler Bouutique" [South Main Preservation District, Ward 2]. ***Taylor Brandenburg was present to speak on this item. Michelle Beucke made a motion to approve the sign permit as submitted. John Donnelly seconded the motion. Six were in favor, none were opposed (6-0), the motion passed.***

   (B) Sign Permit No. 2026-425 117 South Main Street. Tania Rakel. The applicant is requesting permission to install new signage for the business "Mod On Trend" [Historic Downtown District, Ward 1]. ***No one was present to answer questions for the Board. Michelle Beucke made a motion to approve the sign permit as submitted. Jill Ryan seconded the motion. Six were in favor, none were opposed (6-0), the motion passed.***

   (C) Sign Permit No. 2026-434 215 North Main Street. Jon Pannullo. The applicant is requesting permission to install a new projecting sign for the business "Juice EJ" [Historic Downtown

District, Ward 1]. ***Jon Pannulo was present to answer questions for the Board. Michelle Beucke made a motion to approve the new signage, subject that the color be changed to a more district appropriate tone. Steve Hollander seconded the motion. Six were in favor, none were opposed (6-0), the motion passed.***

(D) Sign Permit No. 2026-696 523 South Main Street. Jennifer Cahill. The applicant is requesting permission to install a new projecting sign for the business "Sycamore Candle Company" [South Main Preservation District, Ward 2]. ***Mark Aschen with the sign company was present to answer questions for the Board. Jill Ryan made a motion to approve the new projecting sign. Steve Hollander seconded the motion. Six were in favor, none were opposed (6-0), the motion passed.***

6. Structure Review

(A) Case No. EC-2026-3 618 Monroe Street. Midtown Home Improvements. The applicant is requesting permission to replace six windows on the dwelling [Extended Historic Preservation District, Ward 2]. ***Don Miller with Midtown Home Improvements was present to answer questions for the Board. Steve Hollander made a motion to approve the application. Dave Settle seconded the motion. Six were in favor, none were opposed (6-0), the motion passed.***

(B) Case No. EC-2026-6 728 Tompkins Street. Freedom Forever Missouri, LLC. The applicant is requesting permission to install solar panels on the property [Extended Historic Preservation District, Ward 2]. ***No representatives from Freedom Forever Missouri were present. Michelle Beucke made a motion to approve the application as submitted. Jill Ryan seconded the motion. Six were in favor, none were opposed (6-0), the motion passed.***

(C) Case No. EC-2026-8 401 North Main Street. S J Hollander Architect. The applicant is requesting permission to make exterior alterations to a rear staircase [Historic Downtown District, Ward 1]. ***Steve Hollander was present to answer any questions for the Board. Jill Ryan made a motion to approve the project as submitted. John Donnelly seconded the motion. Five were in favor, none were opposed, one abstained (5-0-1), the motion passed.***

(D) Case No. SP-2025-10 546 Madison Street. Tim McNamee. The applicant is requesting permission to construct a new detached garage in the rear of the property and make an exterior change to the primary structure on the property [Extended Historic Preservation District, Ward 2]. ***Michelle Beucke was present to answer questions for the Board. Steve Hollander made a motion to approve the project. John Donnelly seconded the motion. Six were in favor, none were opposed, one abstained (5-0-1), the motion passed.***

(E) Case No. SP-2026-4 1303 North 3rd Street. Kevin & Christy Sichra. The applicants are requesting permission to construct a new detached garage in the rear of the property and make exterior alterations to the primary structure [Frenchtown Preservation District, Ward 1]. ***Michelle Beucke was present to answer questions for the Board. Jill Ryan made a motion to approve the project. Steve Hollander seconded the motion. Six were in favor, none were opposed, one abstained (5-0-1), the motion passed.***

(F) Case No. EC-2026-9 627-629 North Main Street. JEMA Architects. The applicant is requesting permission to make several exterior alterations to Building 92 on the American Car Foundry complex [Frenchtown Preservation District, Ward 1]. ***Matt Sutherland with JEMA Architects was present to answer questions for the Board. Jill Ryan made a motion to approve the project. John Donnelly seconded the motion. Six were in favor, none were opposed (6-0), the motion passed.***

7. Announcements/Reports from Officers

Michelle Beucke referenced concerns to the current demolition code and process.

8. **Staff Reports**
   No Reports.

9. **Approval of January 26, 2026, regular meeting minutes**

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

10. **Adjournment**

    Steve Hollander made a motion to adjourn. Michelle Beucke seconded the motion. All were in favor (6-0). The meeting adjourned at 6:36pm.

SECRETARY

3.23.26
DATE

MINUTES

THE HOUSING AUTHORITY OF THE CITY OF ST. CHARLES

Wednesday, January 28, 2026
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	**Absent**
Diane Burke, Chair	Anne Lersch, Vice Chair
Melanie McIlroy, Commissioner, Via Telephone	Kathleen Thompson, City Staff Liaison
Patrick Pryor, Commissioner, Via Telephone	
Lauren Burnett, Secretary	

Comments from Residents

Minutes from the December 2025 Board meeting were emailed earlier and discussed at this time. Commissioner McIlroy brought to the Boards attention some errors that needed to be corrected. A motion was made by Commissioner McIlroy and seconded by Commissioner Pryor to approve the minutes. Motion carried.

Approval of List of Bills

The list of bills from December 2025, consisting of PH Check numbers 43430 to 43501 in the amount of $63,880.37 and S8 Check numbers 52200 to 52346 in the amount of $271,558.44 were reviewed and discussed. A motion was made by Commissioner Pryor and seconded by Commissioner McIlroy to approve the list of bills. Motion carried.

Vacancies

Regarding the Section 8 Program, we now have 244 units under lease as of January 1, 2026, and are at 87.14% leased up. We are spending 115.74% of our HAP for the month of January 2026.

We have 3 vouchers on the street searching, 1 VASH, 1 S8 voucher and 1 port out voucher. We have a total of 5 VASH vouchers that need to lease up, we are waiting for referrals to utilize these vouchers.

We have 15 vacancies in Low Rent Housing, 9 that are offline and in the process of modernization and 6 units in make-ready status. We are anticipating 3 additional vacancies this month due to tenants not responding to their lease terminations.

New Business

Resolution # 899 – 2025 Budget – Revision – Tabled

Resolution # 900 – 2026 Budget – Preliminary Budget – Tabled

Executive Directors Annual Review – Tabled

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 January 2026, 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 January 2026.

From the 5 terminations for the Public Housing Program from November 2025, 3 were sent to the attorney as of December 16, 2025, 1 has moved out of their unit and 1 has requested further documentation.

Directors Report

Happy New Year! The Housing Authority of the City of St. Charles staff is looking forward to 2026 and all of the excitement that we are bound to run into in the upcoming year. We are hopeful that we will be able to run a fully staffed office to provide the deserved support to our community.

Lloyd is still busy trying to complete all the work orders and we are still preparing for the HUD inspection so that we will be ready by the time we are notified of the NSPIRE inspection being scheduled. We have received 2 applications for our posted maintenance employee position and we will be contacting them for interviews in the next couple of weeks, however we are still searching for an inspector for our Section 8, Public Housing and MOD Rehab units.

The 20 Moderate Rehab units are going smoothly. We have submitted all our financial end of the year documents and we are working on completing the MOD Rehab transfer to RAD. 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.

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 is having a great turn out each Wednesday. We are servicing 23 clients currently. If you know someone in need age 60 or older and they live in St. Charles, please let them know we have applications here. Also, there are applications on the credenza in the BOD room.

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

Respectfully reported,

Lauren Burnett
Executive Director
The Housing Authority of the City of St. Charles

OTHER BUSINESS

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

Future Meeting Dates and Times:

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 Pryor and seconded by Commissioner McIlroy to adjourn the meeting. Motion carried. The meeting was adjourned at 8:48 am.

Diane Burke, Chairman

Lauren Burnett, Secretary

Docusign Envelope ID: D8304C52-F486-416D-B0DD-81A2DBBF2845

Contract #_____
(City Clerk will Assign)

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

Requesting Department:	Fire	**Department Contact:**	Joe Gragnani
Vendor Name & NWS#:	13033 Joe Goddard Enterprises, LLC		
Description/Purpose:	Purchase and Installation of Storm Warning Sirens		
Account #:	410-240-131-874199		
Project #:	26PSFIR012		
Amount of this Routing:	$ 122,042.91	**Requisition #:**	20260374
Contract Type:	New Contract	**Select One**	Coop#:
Contract Term:		**Renewal Options:**	
If Renewal or Amendment: C#		**Amendment #**	**Renewal #**
Original Contract Value:	$	**Total of Previous Amendments:**	$
Total Contract Value:	$ 122,042.91		

Initial BS

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

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

Printed Name:	**Signature:**
Joe Gragnani	Signed by: Joe Gragnani 0F090990080F4C2... 3/5/2026

ROUTING	**Signature/Date**
Purchasing Review (Compliant with Chapter 145 and City Terms)	Signed by: Paul Feldmann CA2B397B773142A... 3/6/2026
Department of Law (for Legality only)	DocuSigned by: Holly Magdziarz 25D56664397942C... 3/6/2026
Director of Finance (Funds Available)	DocuSigned by: Jennifer O'Connor C5FB3E8A40BE40D... 3/6/2026
Director of Administration (Recommend Approval)	DocuSigned by: Lawrence S. Dobrosky, Jr. 3E05A81A58094AA...
City Council Approval on Consent Agenda	
Mayor (Signature Indicating Approval)	
City Clerk (Signature, Seal and Contract # Assigned)	

Legal has reviewed form of agreement: DS MAO

Docusign Envelope ID: D8304C52-F486-416D-B0DD-81A2DBBF2845

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 04/07/2026
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☑ Resolution ☐ Ordinance ☐

Bill #_____

Request for Council Action

Ward(s): ALL **Sponsor(s):**

Description:
Authorization to enter into agreement with Joe Goddard Enterprises, LLC to replace three (3) Storm Warning Sirens in an amount not to exceed $122,042.91

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

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

Summary:
The Fire Department would like to purchase 3 replacement Storm Warning Sirens under TIPS cooperative contract #220105 with Goddard Enterprises, LLC

Budget Impact: (revenue generated, estimated cost, CIP item, etc.)
Fiscal Impact: 122,042.91 **Requisition #:** 20260374
Account #: 410-240-131-874199

Project #: 26PSFIR012

RCA prepared by: BS Dept. Dir. Initial Finance Dir. DS Dir. of Admin. DS

Docusign Envelope ID: D8304C52-F486-416D-B0DD-81A2DBBF2845

CONTRACT AGREEMENT

This Contract Agreement, is made this 3rd day of March 20 26, by and between **Joe Goddard Enterprises, LLC**, Party of the First Part, hereinafter called the "Contractor", and City of Saint Charles Party of the Second Part, hereinafter called the "Owner".

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

ARTICLE 1. Scope of Work: Contractor shall furnish and provide for all of the labor, materials, machinery, and equipment, and perform all of the work for **Replacement of Storm Warning Sirens**, in accordance with Contractor's Quote number 1668, a copy of which is attached as Exhibit A.

ARTICLE 2. Time of Completion: All work shall be completed within thirty (30) days of Notice to Proceed.

ARTICLE 3. The Contract Sum: The Owner shall pay the Contractor for the performance of the Contract a sum not to exceed **One Hundred Twenty-Two Thousand Forty-Two Dollars and Ninety-One Cents ($122,042.91)**, subject to additions and deductions provided herein, in current funds at the prices named in the proposal attached to and a part of these documents and the contract. All pricing shall be in accordance with TIPS cooperative contract #220105.

ARTICLE 4. Acceptance and Final Payment: Upon receipt of written notice that the work is ready for final inspection and acceptance, the City Representative shall promptly make such inspection, and when the work is deemed acceptable under the Contract and the Contract fully performed, a final certificate with the City Representative's signature shall be issued, stating that the work provided for in this Contract has been completed and is accepted by the City's Representative under the terms and conditions thereof, and the entire balance found to be due the Contractor shall be paid to the Contractor within thirty (30) calendar days after the date of said final certificates.

Before issuance of the final certificates the Contractor shall submit evidence satisfactory to the City Representatives that all payrolls, materials, bills, and other indebtedness connected with the work have been paid.

The holding and acceptance of the final payment shall constitute a waiver of all claims by the Owner, other than those arising from unsettled liens, faulty work appearing after final payment or from requirements of the specifications and of all claims by the Contractor, except those previously made and still unsettled.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor and the City Representative so certifies, the Owner shall upon certificate of the City Representative, and without terminating the Contract, make payment of the balance due for the portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions covering final payment, except that it shall not constitute a waiver of claims.

ARTICLE 5. The Contract Documents: The information for and instruction to bidders, proposal, the bonds, and the specifications together with the agreement, form the contract and they are as fully a part of this contract as if thereto attached or repeated.

ARTICLE 6. Prevailing Wages: Not less than the prevailing hourly rate of wages, as set out in Annual Wage Order #32, must be paid to all workers performing work under the contract. 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.

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ARTICLE 7. Warranty: All labor and materials will be warranted for one (1) year from substantial completion of the project.

ARTICLE 8. Laws and Ordinances: Contractor shall comply with City Code of Ordinance Section 145.040 regarding the registration of sex offenders with the Police Department.

In accordance with City Code of Ordinance Section 145.160, neither the Contractor/Supplier or an affiliated business entity of the Contractor/Supplier shall: (1) be in arrears to the City on any taxes or debt; (2) be in default of any contractual obligation to the City; (3) be in default as security or otherwise of any obligation to the City; or (4) be a party to a non-adjudicated, non-traffic related citation for a code violation. For complete text of Section 145.160, please contact the Purchasing Office.

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

The Contractor and all subcontractors to the contract must require all on-site employees to complete the ten-hour construction safety training program required under Section 292.675 RSMo, if they have not previously completed the program and have documentation of having done so. The contractor will forfeit a penalty to the City of St. Charles of $2,500 plus an additional $100 for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.

Contractor acknowledges award of this City Contract requires compliance with Section 208.009 RSMo. Which requires Contractor to provide City with affirmative proof that he/she is a citizen or permanent resident of the United States or is lawfully present in the United States prior to the City awarding Contractor with this contract.

Contractor acknowledges award of this Contract requires compliance with Section 285.530(2) RSMo. (Cumm. Supp. 2008) regarding enrollment and participation in a federal work authorization program with respect to all persons working in connection with the contracted services. Contractor represents and warrants that it is in compliance with Section 285.530 at the time of award of this Contract. A sworn affidavit and supporting documentation affirming participation in a qualified federal work authorization program and that Contractor does not knowingly employ any person who is an unauthorized alien in connection with the services to be performed pursuant to this Contract is attached to this Contract and incorporated herein by this reference.

Every transient employer, as defined in Section 285.230 RSMo., must post in a prominent and easily accessible 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 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.

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CONTRACT AGREEMENT

ARTICLE 10. Nondiscrimination: Contractor agrees in the performance of this agreement that Contractor, and any subcontractor to the agreement, will not discriminate against any employee or applicant for employment, in the selection and retention of subcontractors, or in procurement of materials and leases of equipment with regard to the work performed during this agreement, on the basis of race, creed, color, age, sex, national origin, ancestry, religion, or political opinion or affiliation.

IN WITNESS WHEREOF the parties have to hereto executed this Agreement the date of the year first above written.

JOE GODDARD ENTERPRISES, LLC:

James Goddard 3/3/26

Date

James Andrew Goddard-owner

(Print Name & Title)

CITY OF SAINT CHARLES, MISSOURI:

By: Daniel J. Borgmeyer Date
Mayor

Corporate Attest (if applicable):

By: Date

Attest:

City Clerk Date

CERTIFICATE OF DIRECTOR OF FINANCE

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

DocuSigned by:
Jennifer O'Connor 3/6/2026
C5FB3E8A40BE40D...

Director of Finance Date

Docusign Envelope ID: D8304C52-F486-416D-B0DD-81A2DBBF2845

GODDARD ENTERPRISES
MASS NOTIFICATION SYSTEMS

Prepared for St Charles Mo
To Brian Strubberg
Email brian.strubberg@stcharlescitymo.gov

Prepared by Andy Goddard
Joe Goddard Enterprises
Address 11950 Thousand Oaks Drive Edmond, Oklahoma 73034
Phone 405-830-9057 Website www.goddardenterprises.net

Quote Number 1668 Date February 25, 2026 Expiry Date March 15, 2026

St Charles, Missouri TIPS Pricing 2/25/26

Pricing Provided by TIPS USA!

Please issue all TIPS purchase orders to Joe Goddard Enterprises, LLC
Issue all TIPS purchase orders to:
• andy@goddardenterprises.net
• Office@goddardenterprises.net

Participation Fees and Reporting of Sales
• Goddard Enterprises will report all sales on behalf of Vendor.
• Goddard Enterprises will facilitate and pay administration fees on behalf of Vendor.

TIPS Contract Information
Contract Number: #220105 - Federal Signal Corp - Awarded TIPS Vendor
Goddard Enterprises is an Authorized Reseller of TIPS contract #220105

The Interlocal Purchasing System (TIPS) is a national purchasing cooperative offering competitively solicited contracts to education government and nonprofit agencies, saving them both time and money. TIPS provides a proven, streamlined process that eliminates the purchasing stress for Members. TIPS is housed at and managed by the Region 8 Education Service Center located in Pittsburg, Texas. The benefits of using TIPS are available to Education, Government and Non-Profit Agencies

Becoming a member is free and easy!
• Membership Information: https://www.tips-usa.com/membership.cfm
• FAQ: https://www.tips-usa.com/faq.cfm
• About TIPS: https://www.youtube.com/watch?v=kZdD9-VyhxY

2001-130
2001-130 High Powered Outdoor Siren

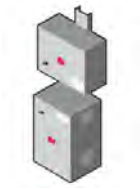
The Federal Signal 2001-130 siren is a high power, rotating, unidirectional outdoor warning siren. The high-decibel output provides maximum coverage with minimum installation cost. The siren's projector produces a 60-degree projection of sound which rotates at 3 RPM and can produce three distinct warning signals: steady, wail and fast wail.



12,589.87
x 3
20% discount
30,215.69

DCFCTBDH
Two Way Siren Controller

Two-way siren controller for 48VDC Sirens. Two-way radio control and status monitoring. Available in VHF and UHF configurations. Simultaneous two-tone sequential, DTMF, EAS, POCSAG, and digital AFSK decoding for security. Able to utilize multiple communication paths for redundancy. Controls mechanical sirens, including models 2001-130, Equinox, 508-128 and Eclipse8. Solar options available. Push buttons for local activation. UL Listed for general signaling. DNV Certified



11,084.63
x 3
20% discount
26,603.11

AMB-P
Antenna Mounting Bracket

Federal Signal side of pole antenna bracket. 16" offset. Mounts to any utility pole.

186.75
x 3
20% discount
448.20

KIT-24/48 sunwise
Solar Panel Kit

Solar Panel Side of Pole Mount Reinforced Manufactured. SunWise 195 Watt, 24V Solar Module, VictronConnect Smart Solar MPPT regulator 12/24/48.





3,947.37
x 3
11,842.11

OMNI-TRAM
Two-Way Antenna Kit 150-168 Mhz

OMNI-Tram series antennas can be used with all Federal Signal radio controlled siren products. The robust low profile design can withstand high wind loads and harsh environments. Each model covers a broad range of frequencies without tuning.



500.00
x 3
1,500.00

SC3-WHE
CentrAlert SC3-WHE

CentrAlert Siren Controller, Included dynamic AC/DC detection for rotate command

1,977.78
x 3
5,933.34

Wooden Pole
Wooden Pole

50' Class II Wooden Pole



1,450.00
x 3
4,350.00

Turnkey System Install

Goddard Enterprises crew for build out and installation of warning siren. All building supplies provided by Goddard Enterprises. All heavy equipment such as trucks and hardware will be supplied by Goddard Enterprises unless otherwise agreed upon.

Digging and Removal Clause

Rock Clause: Rock, poor soil conditions, water in excavations and other unforeseen site conditions may incur additional charges upon digging. Sites that are unable to be removed using standard service equipment will incur additional charges upon removal. Areas of excavations where utilities are present may require hydrovac technology and will incur additional charges.

Optimization and Configuration
Optimization and Configuration

Finalize setup and configuration of installed system.
Interface units with Whelen encoder located at St Charles county
• (3) days of Optimization and Configuration

2,584.62
x 1
2,584.62

Installation - Siren Tech II (Journeyman)
Installation - Siren Tech II (Journeyman)

• (8) hour work day per site install and removal
• (3) Installation - Siren Tech II (Journeyman)



160.71
x 40
6,428.40

Installation-siren Tech II
Installation - Siren Tech II (Journeyman)

• (8) hour work day per site install and removal
• (3) Installation - Siren Tech II (Journeyman)



160.71
x 40
6,428.40

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Bucket Truck with Operator **Bucket Truck with Operator** Installation - Bucket Truck with Operator • (8) hour work day per site install and removal • (3) Installation - Siren Tech II (Journeyman) 	250.00 x 41 10,250.00
Digger Derrick with Operator **Digger Derrick with Operator** Installation - Digger Derrick with Operator • (8) hour work day per site install and removal • (3) Installation - Derick Operator 	275.00 x 35 9,625.00
Removal **Remove Old siren, pole and related equipment.** Remove old equipment Drop poles in city yard Disposal of all old equipment	744.68 x 3 2,234.04
Shipping & Handling **Shipping & Handling** Shipping & Handling	3,600.00 x 1 3,600.00

Discount	-14,316.75
Subtotal	122,042.91
Total	**$122,042.91**

Docusign Envelope ID: D8304C52-F486-416D-B0DD-81A2DBBF2845

Terms & Conditions

This estimate is an approximation and is not guaranteed. The estimate is based on information provided from the customer regarding project requirements, needs, and wants. Actual cost may change once all project elements are finalized or negotiated. Prior to any changes of cost, the customer will be notified. Estimate valid for 30 days unless otherwise indicated.

Goddard Enterprises reserves the right to accept or reject any order, in our sole discretion. Order acceptance is expressly limited by and to the terms and conditions stated herein, which supersede any terms and conditions set forth in any document you provided to us.

Prices are subject to change and are exclusive of any applicable sales or other taxes, freight, handling and insurance charges. Freight quotations are provided as estimates only – actual freight charges are determined at the time of shipping and may differ from the amount originally quoted. The cost of any equipment within this estimate exceeding $30,000 will be due at time of shipment unless otherwise arranged with Goddard Enterprises.

Any Installation that requires network access will be customers responsibility to facilitate and must be completed before work or commissioning can begin. All network requirements must meet factory recommendations to gain factory support.

Rock Clause: Rock, poor soil conditions, water in excavations and other unforeseen site conditions may incur additional charges upon digging.

This quotation/proposal and any files or attachments transmitted with it contain Information that is confidential and privileged. This document may contain information that is intended only for the use of the individual(s) and entity(ies) to whom it is addressed. If you are the intended recipient, further disclosures are prohibited without proper authorization from Goddard Enterprises. If you are not the intended recipient, any disclosure, copying, printing, or use of this information is strictly prohibited and possibly a violation of federal or state law and regulations. If you have received this information in error, please delete it and call 405-282-1978 immediately.

You agree to be bound by these Terms and Conditions in effect at the time of purchase. You also agree that we may change any of the Terms and Conditions upon 15 days written notice to you and that such changed Terms and Conditions will apply to any subsequent transactions with us. Additionally, you agree that in the event that any portion of these Terms and Conditions are found to be unenforceable, the remainder will remain in full force and effect.

Certificate Of Completion

Envelope Id: D8304C52-F486-416D-B0DD-81A2DBBF2845
Status: Sent
Subject: Please DocuSign: Yellow-CRS-Electronic Routing.pdf: Joe Goddard Storm Warning Sirens
Source Envelope:
Document Pages: 10
Signatures: 6
Certificate Pages: 3
Initials: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Brijette Struyk
200 N Second St
Saint Charles, MO, MO 63301
brijette.struyk@stcharlescitymo.gov
IP Address: 35.130.51.195

Record Tracking

Status: Original
3/5/2026 9:21:14 AM
Holder: Brijette Struyk
brijette.struyk@stcharlescitymo.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Joe Gragnani joe.gragnani@stcharlescitymo.gov Deputy Fire Chief City of Saint Charles MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by: Joe Gragnani 6F096990698F4C2... Signature Adoption: Pre-selected Style Using IP Address: 2600:387:f:6e91::7 Signed using mobile	Sent: 3/5/2026 9:24:59 AM Viewed: 3/5/2026 9:26:54 AM Signed: 3/5/2026 9:27:02 AM
Brijette Struyk brijette.struyk@stcharlescitymo.gov Senior Financial Analyst - Fire Signing Group: Senior Financial Analysts Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Initial BS Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 3/5/2026 9:27:04 AM Viewed: 3/5/2026 9:28:20 AM Signed: 3/5/2026 9:28:29 AM
Paul Feldmann paul.feldmann@stcharlescitymo.gov Purchasing Manager City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by: Paul Feldmann CA2B397B773142A... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 3/5/2026 9:28:31 AM Viewed: 3/6/2026 10:16:16 AM Signed: 3/6/2026 10:17:17 AM
Mary Ann Ohms maryann.ohms@stcharlescitymo.gov City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DS MAO Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 3/6/2026 10:17:18 AM Viewed: 3/6/2026 10:37:43 AM Signed: 3/6/2026 10:38:26 AM

Signer Events	Signature	Timestamp
Holly Magdziarz holly.magdziarz@stcharlescitymo.gov City Attorney City of Saint Charles, MO Signing Group: LEGAL REVIEW Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Holly Magdziarz 25D56664397942C... Signature Adoption: Uploaded Signature Image Using IP Address: 35.130.51.195	Sent: 3/6/2026 10:38:28 AM Viewed: 3/6/2026 12:41:48 PM Signed: 3/6/2026 12:42:03 PM
Jennifer O'Connor jennifer.oconnor@stcharlescitymo.gov Director of Finance City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Jennifer O'Connor C5FB3E8A40BE40D... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 3/6/2026 12:42:05 PM Viewed: 3/6/2026 12:46:42 PM Signed: 3/6/2026 12:46:55 PM
Lawrence S. Dobrosky, Jr. lawrence.dobrosky@stcharlescitymo.gov Director of Administion City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Lawrence S. Dobrosky, Jr. 3E05A81A58094AA... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 3/6/2026 12:46:57 PM Viewed: 3/6/2026 1:07:36 PM Signed: 3/6/2026 1:08:00 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: 3/6/2026 1:08:02 PM Viewed: 3/6/2026 2:53:11 PM
Daniel J. Borgmeyer dan.borgmeyer@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Kim Hudson kimberly.hudson@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
City Clerk - Assign Contract # Signing Group: City Clerk - Assign Contract # Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Carla Bray carla.bray@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 3/6/2026 12:46:56 PM Viewed: 3/6/2026 1:10:41 PM
Amy Milstead amy.milstead@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/5/2026 9:24:59 AM

Payment Events	Status	Timestamps

Docusign Envelope ID: 7F57128E-F341-4D74-B7D8-908CCCF3157A

Contract #_____
(City Clerk will Assign)

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

Requesting Department:	Engineering	**Department Contact:**	Jonathan Silver/Grace Caprit
Vendor Name & NWS#:	JEMA LLC / #13212		
Description/Purpose:	Authorization to execute supplemental agreement #6 with JEMA LLC for design of the 2nd Street Tunnel Infill as part of the City Centre Complex Project in the amount of $28,000.00, total contract not to exceed $7,831,968.00.		
Account #:	401-502-502-872101 $28,000.00		
Project #:	24ENG1		
Amount of this Routing:	$ 28,000.00	**Change PO #:**	2025373
Contract Type:	Contract Amendment	**N/A**	Coop#:
Contract Term:	To completion of project	**Renewal Options:**	N/A
If Renewal or Amendment: C#	C21-276	**Amendment #** 5	**Renewal #**
Original Contract Value:	$ 1,789,008.00	**Total of Previous Amendments:**	$ 6,014,960.00
Total Contract Value:	$ 7,831,968.00		

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

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

Printed Name:	**Signature:**
Dan Mann	DocuSigned by: Dan Mann 3/20/2026

ROUTING	**Signature/Date**
Purchasing Review (Compliant with Chapter 145 and City Terms)	Signed by: Paul Feldmann 3/23/2026
Department of Law (for Legality only)	DocuSigned by: Holly Magdziarz 3/23/2026
Director of Finance (Funds Available)	DocuSigned by: Jennifer O'Connor 3/23/2026
Director of Administration (Recommend Approval)	DocuSigned by: Lawrence S. Dobrosky, Jr. 3/23/2026
City Council Approval on Consent Agenda	
Mayor (Signature Indicating Approval)	
City Clerk (Signature, Seal and Contract # Assigned)	

Legal has reviewed form of agreement: DS MAO

Docusign Envelope ID: 7F57128E-F341-4D74-B7D8-908CCCF3157A

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 04/07/2026
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☐

Bill #_____

Request for Council Action

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

Description:
Authorization to execute supplemental agreement #6 with JEMA LLC for design of the 2nd Street Tunnel Infill as part of the City Centre Complex Project in the amount of $28,000.00, total contract not to exceed $7,831,968.00.

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

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

Summary:
A tunnel runs along the west side of the American Car Foundry property and is located under the sidewalk. To help with future maintenance of the City owned sidewalk, it is necessary to infill these areas. This supplemental will allow JEMA, LLC to design the tunnel infill that will close off the tunnels.

Staff recommends approval of the attached supplemental agreement with JEMA, LLC.

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

Fiscal Impact: 28,000.00 **Change PO #:** 2025373

Account #: 401-502-502-872101 $28,000.00

Project #: 24ENG1

RCA prepared by: JS/GC Dept. Dir. DM Finance Dir. JP Dir. of Admin. LSD

Docusign Envelope ID: 7F57128E-F341-4D74-B7D8-908CCCF3157A

SECOND STREET TUNNEL INFILL PROJECT LOCATION MAP



Docusign Envelope ID: 7F57128E-F341-4D74-B7D8-908CCCF3157A

AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*	**AGREEMENT INFORMATION:**	**AMENDMENT INFORMATION:**
City of St Charles - 2nd Street Tunnel Infill 2nd Street St. Charles, MO 63301	Date: 03-06-2026	Amendment Number: 06 Date: 03-06-2026
OWNER: *(name and address)* City of St. Charles 200 N. 2nd Street St. Charles, MO 63301	**ARCHITECT:** *(name and address)* JEMA 2823 Olive St St. Louis, MO 63103	

The Owner and Architect amend the Agreement as follows:
Exhibit D revised 1/20/2026

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
Total fee for Architects and Structural Engineers = $28,000.00 (twenty thousand dollars)

Schedule Adjustment:
To be determinded

ARCHITECT *(Signature)*	DocuSigned by: Daniel J. Borgmeyer 9D36AFB1A1BD439... **OWNER** *(Signature)*
BY: Matt Sutherland, Architect	Daniel J. Borgmeyer Mayor`
(Printed name, title, and license number if required)	*(Printed name and title)*
03/06/2026	3/23/2026
Date	*Date*

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User Notes: (69ab2ae2fc5b9c8198d9ef79)

Docusign Envelope ID: 7F57128E-F341-4D74-B7D8-908CCCF3157A

CERTIFICATE OF DIRECTOR OF FINANCE

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

DocuSigned by:
Jennifer O'Connor 3/23/2026
C5FB3E8A40BE40D...

Director of Finance Date

Jennifer O'Connor

Docusign Envelope ID: 7F57128E-F341-4D74-B7D8-908CCCF3157A

C21-276

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year 2021
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

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

and the Architect:
(Name, legal status, address and other information)
JEMA, LLC
2823 Olive Street
St. Louis, MO 63103

for the following Projects:
(Name, location and detailed description)

Refer to Exhibit A for information on each project.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The Owner's Program for the Project is based on the passing of Proposition R and the 2021 study performed by the Architect and dated July 8, 2021 – Refer to Exhibit B. Architect will facilitate interviews by stations and department to confirm and update the information provided in the July 2021 report. An updated program document will be provided to the City.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Refer to Exhibit A and Exhibit B for site information for each project. Scope of work and compensation adjustments shall be made by Change Order if an alternate location is selected. Site boundaries and topographic surveys have not been completed to date establishing specific property lines or boundaries of projects.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)
Refer to Exhibit A for Owner's budget for each project.

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§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:
Refer to Exhibit A

.2 Construction commencement date:
Refer to Exhibit A

.3 Substantial Completion date or dates:
Refer to Exhibit A

.4 Other milestone dates:
None

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Architect will provide a written report identifying the sustainable features incorporated into the design of the new projects by the completion of the construction documents. No LEED Certification services are included with this contract.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Brad Temme
Director of Engineering
Department of Engineering
City of St. Charles, MO
636-940-4617

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Todd Sweeney – Navigate Building Solutions
Brad Temme – City of St. Charles

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Geotechnical Borings and Report will be provided by Owner

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.2 Civil Engineer:

By Architect

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

Civil Site Survey will be provided by Owner

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Matt Sutherland, AIA
JEMA LLC
2823 Olive St.
St. Louis, MO 63103
[redacted]
314-531-7400 x29

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

Note Architect reserves the right to change consultants with the approval of the Owner prior to starting the scope of work identified in this contract.

§ 1.1.11.1 Anticipated Consultants retained under Basic Services:

.1 Structural Engineer:

Alper Audi
1804 Borman Circle Drive
St. Louis, MO 63146

.2 Mechanical, Electrical, Plumbing and Fire Protection Engineer:

G&W Engineering
138 Weldon Parkway
Maryland Heights, MO 63043

.3 Civil Engineer:

CEDC Civil Engineering
11402 Gravois Road, Suite 100
St. Louis, MO 63126

.4 Landscape Architect:

Cole
1520 S. Fifth Street, Suite 307
St. Charles, MO 63303

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§ 1.1.11.2 Consultants retained under Supplemental Services:

None

§ 1.1.12 Other Initial Information on which the Agreement is based:

Refer to Exhibits A and B.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect's representative authorized to act on behalf of the Architect with respect to the Project is Matt Sutherland, AIA.

§ 2.4 Except with the Owner's knowledge and written consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 INSURANCE

The Architect shall maintain throughout the term of this Contract insurance coverage for the risks specified below and shall maintain policy limits at a minimum in the amounts specified below. All commercial general liability and automobile liability insurance shall be written on an occurrence basis. With the exception of professional liability insurance and workers' compensation/employer's liability insurance, the City shall be named as an additional insured on all insurance policies, the Architect's insurance will be primary to any insurance the City may have and the City's insurance shall be non-contributory.

a. **Professional Liability**: The Architect shall maintain Professional Liability Errors and Omissions insurance coverage for five (5) years beyond the termination date of this Contract for the Services performed pursuant to this Contract in a policy limit amount sufficient to cover Project Costs, or

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$3,000,000.00 per claim and aggregate, whichever is less, for each claim/aggregate, and shall provide City with a copy of the insurance endorsements and a certificate of insurance as well as a copy of the policy when requested. The Architect's duty and obligation to maintain Professional Liability insurance and provide the insurance policy to the City shall survive the termination of this Contract.

b. Commercial General Liability:

Each Occurrence	$3,000,000
Personal & Advertising Injury	$3,000,000
Aggregate	$3,000,000
General Aggregate	$3,000,000

An umbrella or excess liability policy may be used to attain the shown commercial general liability limits.

Policy shall not contain any endorsements that remove or restrict the following coverages:

1. Contractual Liability
2. Explosion, Collapse & Underground
3. Independent Contractors

c. **Automobile Liability Insurance**: Policy shall protect the Architect against claims for bodily injury or property damage arising out of the ownership or use of any owned, hired or non-owned vehicle and must include protection for either:

1. $3,000,000 Each Accident, Combined Single Limits, Bodily Injury and Property Damage.
2. An umbrella or excess liability policy may be used to attain the shown commercial general liability limits.

d. **Workers' Compensation and Employers' Liability:** Policy shall protect the Architect against all claims under applicable state Workers' Compensation laws.

Workers' Compensation: Statutory Limit

The Architect shall also be protected against claims for injury, disease or death of employees for which, for any reason, may not fall within the provisions of a Workers' Compensation law under an Employers Liability policy with the following limits:

Bodily Injury by Accident	$500,000 each accident
Bodily Injury by Disease	$500,000 policy limit
Bodily Injury by Disease	$500,000 each employee

e. **Industry Ratings:** The City will only accept coverage from an insurance carrier that offers proof that the carrier:

1. is licensed to do business in the State of Missouri; and
2. carries a Best's Policyholder rating of A-VII, or better or is otherwise approved by the City.

Certification of insurance coverage in Sections (2), (3) and (4) above shall be on the ISO Standard Certificate of Insurance Form. Certification of professional liability insurance shall be provided on a separate ACORD form provided by the Architect's insurance carrier or its authorized representative. Copies of additional insured endorsements shall accompany the insurance certificates. See attached Exhibit A.

f. **Subconsultant's Insurance**: If a part of this Contract is to be sublet, then the Architect shall:

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1. Require each sub-consultant is required to secure insurance which will protect against applicable hazards or risks of loss and in the minimum amounts designated herein, unless waived by the City.

g. The Architect or its insurance company shall provide to the City at least thirty (30) days advanced written notice by REGISTERED MAIL prior to any renewal or expiration date of any insurance policy.

(Paragraphs deleted)

§ 2.6 The Architect is responsible for the coordination of all drawings and other design documents relating to the Architect's project design, regardless of whether such drawings and documents are prepared by the Architect or by the Architect's sub-consultants. If preliminary or design development work has been performed by others, the Architect is nevertheless fully responsible for and accepts full responsibility for such earlier work when the Architect performs subsequent phases of the Basic Services, as fully as if the preliminary, schematic, and design development work had been performed by the Architect itself. The Architect is responsible for the coordination and internal checking of all design documents and the accuracy of all dimensions, layout and specified information contained therein, as fully as if each document were prepared by the Architect. The Architect is responsible for the completeness and accuracy of all documents, including drawings and specifications, submitted by or through the Architect and for their compliance with all applicable codes, ordinances, regulations, laws, and statutes.

§ 2.7 The Architect must prepare drawings, specifications and other documents necessary so that the construction contract bid from a responsive, responsible bidding Contractor will be within the Cost of Work (COW) defined by the last estimate agreed upon by the Architect and Owner prior to Project Bidding. If all bids received and opened exceed the COW, the Architect, at the request of City and for no additional cost to the City, shall prepare a report for the City identifying why the bids exceeded the COW. The City then has four (4) options if the bids exceed the Cost of Work Estimate. The City may: (1) give written approval of an increase in the Project cost; (2) authorize rebidding of the Project; (3) terminate the Project and this Contract; or (4) cooperate in revising the Project scope or specifications, as necessary to reduce the Construction Cost. If option number 4 is selected, the Architect shall be responsible to redesign at its own expense to reduce scope to get within budget.

§ 2.8 For each design deliverable, the Architect shall provide an estimate for the mechanical, plumbing, fire protection, electrical, low voltage systems (audio, visual, security, voice/data) fixtures and furniture scopes of work. Furthermore, the Architect shall collaborate with and review Navigate Building Solutions estimates of the civil, structural and building scope of services. The Architect may, at its own expense, prepare independent estimates of the COW if deemed necessary to satisfy Article 2.7.

§ 2.9 The Architect agrees to follow and abide by all requirements of the City of St. Charles' Project Management Manual (PMM) in the execution of this contract.

§ 2.10 The Architect shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of this Contract, the Architect designates Matt Sutherland, AIA as their Project Manager on the Project. This person shall be the primary contact with the City's Project Manager and shall have responsible authority for delivering the services of this contract. If not the herein designated Project Manager, the Architect shall also designate, in writing to the City, the person in their firm with the authority to bind the Architect. So long as the person named above remains employed by the Architect, he or she shall perform the function of Project Manager on this Project. A personnel change must be approved by the City, but not unreasonably withheld.

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§ 2.11 The Architect shall sign and affix its licensing seal to all final plans, specifications and engineering data prepared by the Architect and shall cause all sub-consultants to sign and seal their final documents where required by law. Any review or approval by the City of any documents prepared by the Architect or its sub-consultants including, but not limited to, the plans and specifications, shall be only to determine whether such documents are consistent with the City's construction program and intent and shall not be construed as approval of same by the City. No review of such documents by the City shall relieve the Architect or its sub-consultants of its responsibility for the accuracy, adequacy, fitness, suitability, and coordination of its work product.

§ 2.12 The Architect shall maintain all Project records for inspection by the City during the contract term and for five (5) years from the date of final payment and shall notify the City prior to their disposal.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services to the Owner and Owner's Representative.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 The Architect shall include the following as part of Basic Services:

a. Architectural and Interior Design
b. Mechanical Engineering (including energy modeling if required to achieve cost beneficial Ameren/Spire incentives).
c. Plumbing Engineering
d. Electrical Engineering
f. Fire Protection Engineering
g. Structural Engineering
h. Civil Engineering for the Building and the proposed site
i. Low Voltage System Design including:

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i. Audio Visual Systems
ii. Board Room Systems
iii. Telecom and Data Backbone (Coordination with County Vendors)
iv. Security design including perimeter entry, interior access, and monitoring.
v. Parking Access and POS equipment.

j. Landscape and Irrigation Design
k. Furniture inventory, planning, selection, estimating and procurement. It is anticipated that a furniture package will be competitively bid to local furniture suppliers.
l. Signage Design: interior, exterior and wayfinding
m. Acoustical Design: Though it is not anticipated that a third-party acoustical sub-consultant is required, the design team will be responsible for addressing exterior acoustical concerns.
n. Public Agency Interface: All pre-planning required for AHJ approvals and permitting.
o. MEPFP, Furniture, AV, specialty systems estimating
p. Code Analysis: Overall building and life safety code reviews to be conducted by all disciplines. All meetings with Authorities Having Jurisdiction (AHJ's) to confirm code interpretations and design assumptions and to pre-plan for permitting.
q. Presentations to the City Council: One presentation per design phase
r. Typical construction phase administration
s. Commissioning: All services required to identify and specify Code required Commissioning as part of the bid documents. All field services required by code to verify Commissioning efforts specified.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

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§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

(Paragraphs deleted)

The Architect shall attend and assist with a pre-bid conference for prospective bidders.

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§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.2.4 The Architect shall attend and assist with the opening of bids.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors;

.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner and Owner's Representative reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated,

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installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the

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Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information at no additional cost to the Owner.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.5.3 Preparation of Change Orders which are not initiated by the Owner shall be included as a basic service, at no additional cost to the Owner, unless the Owner, in its reasonable discretion, agrees to additional compensation for good cause shown by the Architect with the Contract Documents.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion.

.2 issue Certificates of Substantial Completion.

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

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ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are included in Basic Services and are required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	By Architect
§ 4.1.1.2 Multiple preliminary designs	Up to Two Design Renderings Per Project by Architect
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	By Architect
§ 4.1.1.9 Landscape design	By Architect
§ 4.1.1.10 Architectural interior design	By Architect
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	MEPFP, Furniture, Low Voltage Systems Estimates by Architect
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	By Architect
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	By Architect
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	By Architect
§ 4.1.1.22 Security evaluation and planning	By Architect
§ 4.1.1.23 Commissioning	Code Required Commissioning Specifications by Architect
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture and furnishings	By Architect

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(Row deleted)

§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4

(Paragraphs deleted)

Preparation for, and attendance at, a public presentation (other than City Council Meetings), meeting or hearing;

.5 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.6 Evaluation of the qualifications of entities providing bids or proposals;

.7 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

.8 Assistance to the Initial Decision Maker, if other than the Architect.

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§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Architect shall notify the owner and owner's representative of any potential additional fee requests prior to proceeding with any of these services and gain approval prior to proceeding with the scope of the additional service.

.1 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.2 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

(Paragraph deleted)

.3 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Maximum of three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 Bi-Weekly visits to the site by the Architect during construction

.3 Maximum of two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty six (36) months of the date of this Agreement, through no fault of the Architect, the Architect's rates may be subject to a mutually agreed upon increase.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

Todd Sweeney
Navigate Building Solutions

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§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 30 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment,

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donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner. The Cost of Work does not include the compensation of Navigate Building Solutions or any other professional services consultant.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

(Paragraph deleted)

ARTICLE 7 COPYRIGHTS AND LICENSES

a. All Documents prepared in connection with this Project shall be the property of the Architect, whether the Project for which they are made is constructed or not. However, the Architect shall provide the City a copy of all completed or, in the case of termination of the project partially completed, documents in reproducible form, including but not limited to prints, reproductions, and electronic CAD files. Reports, plans, specifications, and related documents are the Architect's copyrighted instruments, and at the option of the Architect may so identify them by appropriate markings. Provided the Architect is paid for its services, either by termination or completion of services, then City shall subsequently be entitled to use these documents without any additional compensation or agreement of the Architect, however, such use, without written verification or adaptation by the Architect for the specific purpose intended by the City shall be at the City's sole risk and without liability or legal exposure to the Architect whatsoever. If the City does reuse the Architect's documents on another project, it shall retain an Architect or another licensed and insured professional engineer to review, adapt and seal such documents. The City does not take any responsibility for the use of documents by persons other than the City. The submission of or

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distribution of documents to meet regulatory requirements is not to be considered contrary to any of Architect's rights to the documents.

(Paragraphs deleted)

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

a. The City and the Architect agree that disputes regarding the Project shall first be addressed by negotiations between the parties. If negotiations between the parties fail to resolve the dispute, then the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, the Architect shall proceed with the Services pursuant to this Contract as if no dispute existed, and the City shall continue to make payment for the Architect's completed services unless the Architect gives notice of termination. Nothing herein shall prohibit the parties from mutually agreeing upon another method of dispute resolution.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

a. **Notice:** The City shall have the authority and right to terminate this Contract for cause or its convenience and without cause or default on the part of the Architect, by providing ten (10) days' written notice of the termination to the Architect. Upon receipt of notice of termination from the City, the Architect shall, at City's option as contained in the notice: (1) immediately cease all Services; or (2) meet with the City and, subject to the City's approval, determine what Services shall be required of the Architect to bring the Project to a reasonable termination per the request of the City. The Architect shall also provide to the City copies of all Documents completed or partially completed at the date of termination.

If the City defaults on its obligation under this Contract, the Architect is entitled to terminate this Contract by providing ten (10) days written notice to the City.

b. **Termination for Cause:** If this Contract is terminated for cause, after notice to the Architect and a period of ten (10) days for the Architect to remedy the cause for termination, the City may take over the Services and prosecute same to completion, by contract or otherwise, for the amount and at the expense of the Architect, and the Architect shall be liable to the City for reasonable excess costs incurred by the City because of such prosecution and completion. When the contract has been terminated, such termination shall not affect any rights or remedies of the City against the Architect then existing or which may later accrue. Similarly, any retention or payment of monies due to the Architect shall not release the Architect from liability.

c. **Compensation for Convenience Termination:** If the City terminates this Contract for its convenience as herein provided, the City shall compensate the Architect for all Services completed to the date of its receipt of the termination notice and for any additional Services requested by the City to bring the Project to reasonable termination. Compensation to the Architect shall not include the anticipatory profit or consequential damages, neither of which will be allowed.

d. **Compensation for Cause Termination:** If the City terminates this Contract for cause or default by the Architect, the City shall compensate the Architect for the reasonable cost of Services completed to the date of its receipt of the termination notice. Compensation to the Architect shall not include the anticipatory profit or consequential damages, neither of which will be allowed. The City also retains all of its rights and remedies against the Architect including but not limited to its rights to sue for damages, interest and attorney fees.

e. **Incomplete Documents:** The Architect shall not be responsible for errors or omissions in documents that are incomplete as a result of early termination of this Contract pursuant to this Section.

f. **Non-Appropriation Clause:** Notwithstanding other terms to the contrary, the obligation of CITY under this Contract shall cease immediately for a fiscal year in which CITY does not, for any reason, appropriate funds for this Contract.

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(Paragraphs deleted)

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 Any disputes between parties shall be governed by Missouri Law. 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.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

(Paragraphs deleted)

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

§ 10.11 Architect is an independent contractor, and nothing contained herein shall constitute or designate Architect or any of its employees, agents or sub-consultants as an employee of the Owner.

§ 10.12 Architect 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.

§ 10.13 Architect acknowledges the award of the Contract requires compliance with:

1. Section 208.009 RS MO which requires Architect to provide Owner 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 Owner awarding Architect the Contract;

2. Section 285.530(2) RS MO regarding enrollment and participation in a federal work authorization

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program with respect to all persons working in connection with the Contract. The Architect 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 Architect 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

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

§ 10.14 Owner 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 Architect, including, but not limited to those kept by its employees, agents, assigns, successors and sub-consultants.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Paragraphs deleted)
Refer to Exhibit A for breakdown of Base Contract lump sum compensation per project.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Included in 11.1

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Refer to Exhibit A for breakdown of Additional Services lump sum compensation per project.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus five percent (5%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services and Additional Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows, per project:

Schematic Design Phase	Thirty	percent (	30	%)
Design Development Phase	Thirty	percent (	30	%)
Construction Documents Phase	Twenty Five	percent (	25	%)
Procurement Phase	Two and One Half	percent (	2.5	%)
Construction Phase	Twelve and One Half	percent (	12.5	%)
Total Basic Compensation	one hundred	percent (	100	%)

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§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate ($0.00)
Partner/ Principal	$200.00
Director	$175.00
Architect II	$160.00
Architect I/ Designer II	$125.00
Designer I	$100.00
Intern Designer	$85.00

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

(Paragraphs deleted)

.1 Permitting and other fees required by authorities having jurisdiction over the Project;

.2 Printing, reproductions, plots, and standard form documents;

(Paragraph deleted)

.3 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

.4 Physical models, mock-ups, professional photography requested by the Owner or required for the Project;

(Paragraphs deleted)

.5 Architect shall provide Owner with two full size and one half size sets of documents at each design milestone

.6 Architect shall provide to Navigate Building Solutions one full size and one half size set of documents at each design milestone for each project. Anticipated Design Milestones are Schematic Design, Design Development, 50% Construction Documents, 100% Construction Documents.

§ 11.8.2 For Reimbursable Expenses, the compensation shall be the expenses incurred by the Architect and the Architect's sub-consultants plus zero percent (0%) of the expenses incurred. Total Reimbursable Expenses shall not exceed $20,000.

(Paragraphs deleted)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero($ 0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

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§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

2 % two

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

12.1.1 Architect shall provide Owner the following Schematic Design Documents for each project as identified in Exhibit A by a mutually agreed upon date. If the Schematic Design is approved by the City Council by the end of 2021, the Design team shall complete 100% Construction (bid) Documents by June 2022. Bidding and Construction shall then commence with a completion date of 16 months from the award of contract to the lowest qualified bidder.

12.1.2 Schematic Design Deliverables (as applicable to each project identified in Exhibit A):

1. Site Plan
   a. Existing and proposed contours.
   b. Paving/sidewalk/curb/fence/parking equipment layouts.
   c. New and existing water/sewer/fire protection/fuel lines/telephone/electric layouts and related structures.
   d. Preliminary cut, fill, hauling on/off assumptions
   e. Preliminary site lighting layout.
   f. Retaining/planter wall locations.
2. Structural Plan
   a. Structural narrative
   b. Typical framing.
   c. Typical column schedule.
   d. Typical foundation schedule.
   e. Typical shear wall, moment and/or braced frame details
   f. Below grade/foundation wall details.
3. Exterior Facade Design
   a. Up to two color renderings of each project for City Council consideration
   b. Elevations of the preferred option.
   c. Proposed glazing types
   d. Proposed skin types
   e. Specialty trim material/types
   f. Material unit cost assumptions
   g. Typical wall sections.
4. Schematic Floor Plans
   a. Partition layout to scale.
   b. Interior wall and glazing types.
   c. Built-in casework locations

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5. Typical Architectural Details
6. Preliminary Finish Schedule
7. Mechanical / Plumbing Design
   a. System narrative
   b. Major equipment locations
   c. Service requirements
   d. Distribution strategy
   e. Control philosophy
8. Electrical Design
   a. System narrative
   b. Major equipment locations
   c. Service requirements
   d. Backup power requirements
   e. Audiovisual systems
   f. Phone/data requirements
   g. Security requirements
   h. Preliminary lighting schedule
9. Fire Protection Design
   a. System narrative
   b. Specialty systems
   c. Alarm/Life safety – description of systems
10. Building Management System Description (Where applicable)
11. Outline Specifications for All Disciplines
12. Preliminary Furniture List and Budget
13. Miscellaneous
    a. Landscaping narrative and allowance
    b. Signage strategy and allowance
    c. Hardware description and allowance
    d. Building automation strategy and allowance
    e. Owner-furnished and installed equipment
    f. Owner furnished/Contractor installed equipment
    g. Appliance and casework assumptions
    h. Enhanced field commissioning scope of work and allowance

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

(Paragraphs deleted)

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[Exhibit A] Project Scopes of Work, Design Schedules, Budgets, and Compensation

[Exhibit B] Approved Preliminary Schematic Program

(Paragraphs deleted)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

ARCHITECT *(Signature)* 9/14/2021

Init. /

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Brad Temme, City of St. Charles
(Printed name and title)

John Mueller, Managing Partner, AIA
(Printed name, title, and license number, if required)

EXECUTION OF CONTRACT.
The parties have caused this Contract to be executed in duplicate originals on this _____ day of _____, 20____.

CITY OF ST. CHARLES, MISSOURI:

By: Daniel J. Borgmeyer, Mayor Date

Attest:

Laura L. Whitehead, City Clerk Date

CONSULTING ARCHITECT:
JEMA, LLC

By: Authorized Signatory Date 10-13-21

By: John Mueller, AIA, Managing Partner

Printed Name of Authorized Signatory

Attest: Denise Lebegue 10/13/21
Signature Date

DENISE LEBEGUE

2

Printed Name

CERTIFICATE OF DIRECTOR OF FINANCE

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

Director of Finance Date

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This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

AGREEMENT made as of the day of in the year 2021

...

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

...

JEMA, LLC
2823 Olive Street
St. Louis, MO 63103

for the following ~~Project:~~Projects:

...

Refer to Exhibit A for information on each project.

PAGE 2

The Owner's Program for the Project is based on the passing of Proposition R and the 2021 study performed by the Architect and dated July 8, 2021 – Refer to Exhibit B. Architect will facilitate interviews by stations and department to confirm and update the information provided in the July 2021 report. An updated program document will be provided to the City.

...

Refer to Exhibit A and Exhibit B for site information for each project. Scope of work and compensation adjustments shall be made by Change Order if an alternate location is selected. Site boundaries and topographic surveys have not been completed to date establishing specific property lines or boundaries of projects.

...

Refer to Exhibit A for Owner's budget for each project.

PAGE 3

Refer to Exhibit A

...

Refer to Exhibit A

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...

Refer to Exhibit A

...

None

...

Competitive Bid

...

Architect will provide a written report identifying the sustainable features incorporated into the design of the new projects by the completion of the construction documents. No LEED Certification services are included with this contract.

...

Brad Temme
Director of Engineering
Department of Engineering
City of St. Charles, MO
636-940-4617

...

Todd Sweeney – Navigate Building Solutions
Brad Temme – City of St. Charles

...

Geotechnical Borings and Report will be provided by Owner

PAGE 4

By Architect

...

Civil Site Survey will be provided by Owner

...

Matt Sutherland, AIA
JEMA LLC
2823 Olive St.
St. Louis, MO 63103

...

314-531-7400 x29

...

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Note Architect reserves the right to change consultants with the approval of the Owner prior to starting the scope of work identified in this contract.

§ 1.1.11.1 Anticipated Consultants retained under Basic Services:

...

Alper Audi
1804 Borman Circle Drive
St. Louis, MO 63146

.2 ~~Mechanical~~ .2 Mechanical, Electrical, Plumbing and Fire Protection Engineer:

G&W Engineering
138 Weldon Parkway
Maryland Heights, MO 63043

.3 ~~Electrical~~ Civil Engineer:

CEDC Civil Engineering
11402 Gravois Road, Suite 100
St. Louis, MO 63126

.4 Landscape Architect:

Cole
1520 S. Fifth Street, Suite 307
St. Charles, MO 63303

PAGE 5

None

...

Refer to Exhibits A and B.

...

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this ~~Agreement,~~ Agreement or shall cause such services to be performed by appropriately licensed design professionals.

...

§ 2.3 The ~~Architect shall identify a~~ Architect's representative authorized to act on behalf of the Architect with respect to the ~~Project.~~Project is Matt Sutherland, AIA.

§ 2.4 Except with the Owner's knowledge and written consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 ~~The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.~~**INSURANCE**

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The Architect shall maintain throughout the term of this Contract insurance coverage for the risks specified below and shall maintain policy limits at a minimum in the amounts specified below. All commercial general liability and automobile liability insurance shall be written on an occurrence basis. With the exception of professional liability insurance and workers' compensation/employer's liability insurance, the City shall be named as an additional insured on all insurance policies, the Architect's insurance will be primary to any insurance the City may have and the City's insurance shall be non-contributory.

a. **Professional Liability**: The Architect shall maintain Professional Liability Errors and Omissions insurance coverage for five (5) years beyond the termination date of this Contract for the Services performed pursuant to this Contract in a policy limit amount sufficient to cover Project Costs, or $3,000,000.00 per claim and aggregate, whichever is less, for each claim/aggregate, and shall provide City with a copy of the insurance endorsements and a certificate of insurance as well as a copy of the policy when requested. The Architect's duty and obligation to maintain Professional Liability insurance and provide the insurance policy to the City shall survive the termination of this Contract.

b. **Commercial General Liability:**

Each Occurrence	$3,000,000
Personal & Advertising Injury	$3,000,000
Aggregate	$3,000,000
General Aggregate	$3,000,000

An umbrella or excess liability policy may be used to attain the shown commercial general liability limits.

Policy shall not contain any endorsements that remove or restrict the following coverages:

1. Contractual Liability
2. Explosion, Collapse & Underground
3. Independent Contractors

c. **Automobile Liability Insurance**: Policy shall protect the Architect against claims for bodily injury or property damage arising out of the ownership or use of any owned, hired or non-owned vehicle and must include protection for either:

1. $3,000,000 Each Accident, Combined Single Limits, Bodily Injury and Property Damage.
2. An umbrella or excess liability policy may be used to attain the shown commercial general liability limits.

d. **Workers' Compensation and Employers' Liability:** Policy shall protect the Architect against all claims under applicable state Workers' Compensation laws.

Workers' Compensation: Statutory Limit

The Architect shall also be protected against claims for injury, disease or death of employees for which, for any reason, may not fall within the provisions of a Workers' Compensation law under an Employers Liability policy with the following limits:

Bodily Injury by Accident	$500,000 each accident
Bodily Injury by Disease	$500,000 policy limit
Bodily Injury by Disease	$500,000 each employee

e. **Industry Ratings:** The City will only accept coverage from an insurance carrier that offers proof that the carrier:

1. is licensed to do business in the State of Missouri; and
2. carries a Best's Policyholder rating of A-VII, or better or is otherwise approved by the City.

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Certification of insurance coverage in Sections (2), (3) and (4) above shall be on the ISO Standard Certificate of Insurance Form. Certification of professional liability insurance shall be provided on a separate ACORD form provided by the Architect's insurance carrier or its authorized representative. Copies of additional insured endorsements shall accompany the insurance certificates. See attached Exhibit A.

f. **Subconsultant's Insurance**: If a part of this Contract is to be sublet, then the Architect shall:

1. Require each sub-consultant is required to secure insurance which will protect against applicable hazards or risks of loss and in the minimum amounts designated herein, unless waived by the City.

g. The Architect or its insurance company shall provide to the City at least thirty (30) days advanced written notice by REGISTERED MAIL prior to any renewal or expiration date of any insurance policy.

~~**§ 2.5.1** Commercial General Liability with policy limits of not less than ($) for each occurrence and ($) in the aggregate for bodily injury and property damage.~~

~~**§ 2.5.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ($) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.~~

~~**§ 2.5.3** The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~

~~**§ 2.5.4** Workers' Compensation at statutory limits.~~

~~**§ 2.5.5** Employers' Liability with policy limits not less than ($) each accident, ($) each employee, and ($) policy limit.~~

~~**§ 2.5.6** Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than ($) per claim and ($) in the aggregate.~~

~~**§ 2.5.7 Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.~~

~~**§ 2.5.8** The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.~~

§ 2.6 The Architect is responsible for the coordination of all drawings and other design documents relating to the Architect's project design, regardless of whether such drawings and documents are prepared by the Architect or by the Architect's sub-consultants. If preliminary or design development work has been performed by others, the Architect is nevertheless fully responsible for and accepts full responsibility for such earlier work when the Architect performs subsequent phases of the Basic Services, as fully as if the preliminary, schematic, and design development work had been performed by the Architect itself. The Architect is responsible for the coordination and internal checking of all design documents and the accuracy of all dimensions, layout and specified information contained therein, as fully as if each document were prepared by the Architect. The

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Architect is responsible for the completeness and accuracy of all documents, including drawings and specifications, submitted by or through the Architect and for their compliance with all applicable codes, ordinances, regulations, laws, and statutes.

§ 2.7 The Architect must prepare drawings, specifications and other documents necessary so that the construction contract bid from a responsive, responsible bidding Contractor will be within the Cost of Work (COW) defined by the last estimate agreed upon by the Architect and Owner prior to Project Bidding. If all bids received and opened exceed the COW, the Architect, at the request of City and for no additional cost to the City, shall prepare a report for the City identifying why the bids exceeded the COW. The City then has four (4) options if the bids exceed the Cost of Work Estimate. The City may: (1) give written approval of an increase in the Project cost; (2) authorize rebidding of the Project; (3) terminate the Project and this Contract; or (4) cooperate in revising the Project scope or specifications, as necessary to reduce the Construction Cost. If option number 4 is selected, the Architect shall be responsible to redesign at its own expense to reduce scope to get within budget.

§ 2.8 For each design deliverable, the Architect shall provide an estimate for the mechanical, plumbing, fire protection, electrical, low voltage systems (audio, visual, security, voice/data) fixtures and furniture scopes of work. Furthermore, the Architect shall collaborate with and review Navigate Building Solutions estimates of the civil, structural and building scope of services. The Architect may, at its own expense, prepare independent estimates of the COW if deemed necessary to satisfy Article 2.7.

§ 2.9 The Architect agrees to follow and abide by all requirements of the City of St. Charles' Project Management Manual (PMM) in the execution of this contract.

§ 2.10 The Architect shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of this Contract, the Architect designates Matt Sutherland, AIA as their Project Manager on the Project. This person shall be the primary contact with the City's Project Manager and shall have responsible authority for delivering the services of this contract. If not the herein designated Project Manager, the Architect shall also designate, in writing to the City, the person in their firm with the authority to bind the Architect. So long as the person named above remains employed by the Architect, he or she shall perform the function of Project Manager on this Project. A personnel change must be approved by the City, but not unreasonably withheld.

§ 2.11 The Architect shall sign and affix its licensing seal to all final plans, specifications and engineering data prepared by the Architect and shall cause all sub-consultants to sign and seal their final documents where required by law. Any review or approval by the City of any documents prepared by the Architect or its sub-consultants including, but not limited to, the plans and specifications, shall be only to determine whether such documents are consistent with the City's construction program and intent and shall not be construed as approval of same by the City. No review of such documents by the City shall relieve the Architect or its sub-consultants of its responsibility for the accuracy, adequacy, fitness, suitability, and coordination of its work product.

§ 2.12 The Architect shall maintain all Project records for inspection by the City during the contract term and for five (5) years from the date of final payment and shall notify the City prior to their disposal.

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional ~~Services.~~Services to the Owner and Owner's Representative.

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§ 3.1.7 The Architect shall include the following as part of Basic Services:

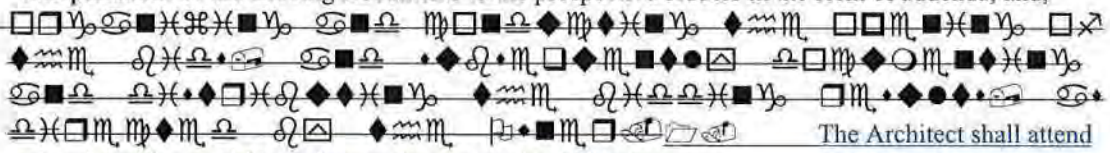
a. Architectural and Interior Design
b. Mechanical Engineering (including energy modeling if required to achieve cost beneficial Ameren/Spire incentives).

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c. Plumbing Engineering
d. Electrical Engineering
f. Fire Protection Engineering
g. Structural Engineering
h. Civil Engineering for the Building and the proposed site
i. Low Voltage System Design including:
    i. Audio Visual Systems
    ii. Board Room Systems
    iii. Telecom and Data Backbone (Coordination with County Vendors)
    iv. Security design including perimeter entry, interior access, and monitoring.
    v. Parking Access and POS equipment.
j. Landscape and Irrigation Design
k. Furniture inventory, planning, selection, estimating and procurement. It is anticipated that a furniture package will be competitively bid to local furniture suppliers.
l. Signage Design: interior, exterior and wayfinding
m. Acoustical Design: Though it is not anticipated that a third-party acoustical sub-consultant is required. the design team will be responsible for addressing exterior acoustical concerns.
n. Public Agency Interface: All pre-planning required for AHJ approvals and permitting.
o. MEPFP, Furniture, AV, specialty systems estimating
p. Code Analysis: Overall building and life safety code reviews to be conducted by all disciplines. All meetings with Authorities Having Jurisdiction (AHJ's) to confirm code interpretations and design assumptions and to pre-plan for permitting.
q. Presentations to the City Council: One presentation per design phase
r. Typical construction phase administration
s. Commissioning: All services required to identify and specify Code required Commissioning as part of the bid documents. All field services required by code to verify Commissioning efforts specified.

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~~.1 facilitating the distribution of Bidding Documents to prospective bidders;~~
~~.2 organizing and conducting a pre-bid conference for prospective bidders;~~
~~.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,~~
~~.4~~  The Architect shall attend and assist with a pre-bid conference for prospective bidders.

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§ 3.5.2.4 The Architect shall attend and assist with the opening of bids.

...

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner and Owner's Representative reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

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§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. ~~The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.~~

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§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for ~~information.~~information at no additional cost to the Owner.

...

§ 3.6.5.3 Preparation of Change Orders which are not initiated by the Owner shall be included as a basic service, at no additional cost to the Owner, unless the Owner, in its reasonable discretion, agrees to additional compensation for good cause shown by the Architect with the Contract Documents.

...

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final ~~completion;~~completion.

.2 issue Certificates of Substantial ~~Completion;~~Completion.

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§ 4.1.1 The services listed below are ~~not~~ included in Basic Services ~~but may be~~ and are required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

...

§ 4.1.1.1 Programming	By Architect
§ 4.1.1.2 Multiple preliminary designs	Up to Two Design Renderings Per Project by Architect

...

§ 4.1.1.8 Civil engineering	By Architect
§ 4.1.1.9 Landscape design	By Architect
§ 4.1.1.10 Architectural interior design	By Architect

...

§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	MEPFP, Furniture, Low Voltage Systems Estimates by Architect

...

§ 4.1.1.14 Conformed documents for construction	By Architect

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...

§ 4.1.1.16 As-constructed record drawings	By Architect

...

§ 4.1.1.21 Telecommunications/data design	By Architect
§ 4.1.1.22 Security evaluation and planning	By Architect
§ 4.1.1.23 Commissioning	Code Required Commissioning Specifications by Architect

...

§ 4.1.1.28 Furniture and furnishings	By Architect
~~§ 4.1.1.28 Furniture, furnishings, and equipment design~~	

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~~.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;~~

~~.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;~~

~~.6~~ Preparation ~~of design and documentation for alternate bid or proposal requests proposed by the Owner;~~

~~.7~~ Preparation for, and attendance at, a public ~~presentation,~~ presentation (other than City Council Meetings), meeting or hearing;

~~.8~~ .5 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

~~.9~~ .6 Evaluation of the qualifications of entities providing bids or proposals;

~~.10~~ .7 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

~~.11~~ .8 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The ~~Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.~~Architect shall notify the owner and owner's representative of any potential additional fee requests prior to proceeding with any of these services and gain approval prior to proceeding with the scope of the additional service.

~~.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;~~

~~.2~~ Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

~~.3~~ .2 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

~~.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,~~

~~.5~~ .3 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

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.1 Maximum of three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 ~~(~~ ~~)~~ Bi-Weekly visits to the site by the Architect during construction

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.3 Maximum of two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 two (2) inspections for any portion of the Work to determine final completion.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty six (36) months of the date of this Agreement, through no fault of the Architect, ~~extension of the Architect's services beyond that time shall be compensated as Additional Services.~~the Architect's rates may be subject to a mutually agreed upon increase.

...

Todd Sweeney
Navigate Building Solutions

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§ 5.15 Within ~~15~~ 30 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

...

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner. The Cost of Work does not include the compensation of Navigate Building Solutions or any other professional services consultant.

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~~**§ 6.7** If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.~~

a. All Documents prepared in connection with this Project shall be the property of the Architect, whether the Project for which they are made is constructed or not. However, the Architect shall provide the City a copy of all completed or, in the case of termination of the project partially completed, documents in reproducible form, including but not limited to prints, reproductions, and electronic CAD files. Reports, plans, specifications, and related documents are the Architect's copyrighted instruments, and at the option of the Architect may so identify them by appropriate markings. Provided the Architect is paid for its services, either by termination or completion of services, then City shall subsequently be entitled to use these documents without any additional compensation or agreement of the Architect, however, such use, without written verification or adaptation by the Architect for the specific purpose intended by the City shall be at the City's sole risk and without liability or legal exposure to the Architect whatsoever. If the City does reuse the Architect's documents on another project, it shall retain an Architect or another licensed and insured professional engineer to review, adapt and seal such documents. The City does not take any responsibility for the use of documents by persons other than the City. The submission of or

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distribution of documents to meet regulatory requirements is not to be considered contrary to any of Architect's rights to the documents.

~~§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.~~

~~§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.~~

~~§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.~~

~~§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.~~

~~§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.~~

~~§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.~~

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a. The City and the Architect agree that disputes regarding the Project shall first be addressed by negotiations between the parties. If negotiations between the parties fail to resolve the dispute, then the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, the Architect shall proceed with the Services pursuant to this Contract as if no dispute existed, and the City shall continue to make payment for the Architect's completed services unless the Architect gives notice of termination. Nothing herein shall prohibit the parties from mutually agreeing upon another method of dispute resolution.

~~§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case~~

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not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[ ] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

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~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 8.3.4 Consolidation or Joinder**~~

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

~~§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.~~

a. **Notice:** The City shall have the authority and right to terminate this Contract for cause or its convenience and without cause or default on the part of the Architect, by providing ten (10) days' written notice of the termination to the Architect. Upon receipt of notice of termination from the City, the Architect shall, at City's option as contained in the notice: (1) immediately cease all Services; or (2) meet with the City and, subject to the City's approval, determine what Services shall be required of the Architect to bring the Project to a reasonable termination per the request of the City. The Architect shall also provide to the City copies of all Documents completed or partially completed at the date of termination.

If the City defaults on its obligation under this Contract, the Architect is entitled to terminate this Contract by providing ten (10) days written notice to the City.

b. **Termination for Cause:** If this Contract is terminated for cause, after notice to the Architect and a period of ten (10) days for the Architect to remedy the cause for termination, the City may take over the Services and prosecute same to completion, by contract or otherwise, for the amount and at the expense of the Architect, and the Architect shall be liable to the City for reasonable excess costs incurred by the City because of such prosecution and completion. When the contract has been terminated, such termination shall not affect any rights or remedies of the City against the Architect then existing or which may later accrue. Similarly, any retention or payment of monies due to the Architect shall not release the Architect from liability.

c. **Compensation for Convenience Termination:** If the City terminates this Contract for its convenience as herein provided, the City shall compensate the Architect for all Services completed to the date of its receipt of the termination notice and for any additional Services requested by the City to bring the Project to reasonable termination. Compensation to the Architect shall not include the anticipatory profit or consequential damages, neither of which will be allowed.

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d. **Compensation for Cause Termination:** If the City terminates this Contract for cause or default by the Architect, the City shall compensate the Architect for the reasonable cost of Services completed to the date of its receipt of the termination notice. Compensation to the Architect shall not include the anticipatory profit or consequential damages, neither of which will be allowed. The City also retains all of its rights and remedies against the Architect including but not limited to its rights to sue for damages, interest and attorney fees.

e. **Incomplete Documents:** The Architect shall not be responsible for errors or omissions in documents that are incomplete as a result of early termination of this Contract pursuant to this Section.

f. **Non-Appropriation Clause:** Notwithstanding other terms to the contrary, the obligation of CITY under this Contract shall cease immediately for a fiscal year in which CITY does not, for any reason, appropriate funds for this Contract.

~~**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.~~

~~**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.~~

~~**§ 9.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.~~

~~**§ 9.4** Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.~~

~~**§ 9.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.~~

~~**§ 9.6** If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.~~

~~**§ 9.7** In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:~~
~~*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*~~

~~.1 Termination Fee:~~

~~.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:~~

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~~§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.~~

~~§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.~~

§ 10.1 ~~This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~Any disputes between parties shall be governed by Missouri Law. 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.

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~~§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.~~

~~§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.~~

~~§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.~~

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

§ 10.11 Architect is an independent contractor, and nothing contained herein shall constitute or designate Architect or any of its employees, agents or sub-consultants as an employee of the Owner.

§ 10.12 Architect 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.

§ 10.13 Architect acknowledges the award of the Contract requires compliance with:

1. Section 208.009 RS MO which requires Architect to provide Owner 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 Owner awarding Architect the Contract;

2. Section 285.530(2) RS MO regarding enrollment and participation in a federal work authorization program with respect to all persons working in connection with the Contract. The Architect 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 Architect 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

3. City Code of Ordinance Section 145.040 which requires any person used by Architect in the performance of the Contract who is a registered sex offender and has in-person contact with any

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employee(s) of Owner or resident or is physically present on Owner's property to register with the City Police Department.

§ 10.14 Owner 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 Architect, including, but not limited to those kept by its employees, agents, assigns, successors and sub-consultants.

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~~.1 Stipulated Sum~~
~~*(Insert amount)*~~

~~.2 Percentage Basis~~
~~*(Insert percentage value)*~~

~~( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~

~~.3 Other~~
~~*(Describe the method of compensation)*~~
Refer to Exhibit A for breakdown of Base Contract lump sum compensation per project.

...

Included in 11.1

...

Refer to Exhibit A for breakdown of Additional Services lump sum compensation per project.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus five percent (~~%),~~ 5%), or as follows:

...

§ 11.5 When compensation for Basic Services and Additional Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as ~~follows:~~follows, per project:

Schematic Design Phase	Thirty	percent (	30	%)
Design Development Phase	Thirty	percent (	30	%)
Construction Documents Phase	Twenty Five	percent (	25	%)
Procurement Phase	Two and One Half	percent (	2.5	%)
Construction Phase	Twelve and One Half	percent (	12.5	%)

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Partner/ Principal	$200.00
Director	$175.00
Architect II	$160.00
Architect I/ Designer II	$125.00
Designer I	$100.00
Intern Designer	$85.00

...

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~~.1 Transportation and authorized out-of-town travel and subsistence;~~
~~.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~
~~.3~~
.1 Permitting and other fees required by authorities having jurisdiction over the Project;
~~.4~~ .2 Printing, reproductions, plots, and standard form documents;
~~.5 Postage, handling, and delivery;~~
~~.6~~ .3 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
~~.7 Renderings, physical models, mock-ups, professional photography, and presentation materials~~ .4 Physical models, mock-ups, professional photography requested by the Owner or required for the Project;
~~.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;~~
~~.9 All taxes levied on professional services and on reimbursable expenses;~~
~~.10 Site office expenses;~~
~~.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,~~
~~.12 Other similar Project-related expenditures.~~ .5 Architect shall provide Owner with two full size and one half size sets of documents at each design milestone
.6 Architect shall provide to Navigate Building Solutions one full size and one half size set of documents at each design milestone for each project. Anticipated Design Milestones are Schematic Design, Design Development, 50% Construction Documents, 100% Construction Documents.

§ 11.8.2 For Reimbursable ~~Expenses~~ Expenses, the compensation shall be the expenses incurred by the Architect and the Architect's ~~consultants plus percent (%) of the expenses incurred.~~sub-consultants plus zero percent (0%) of the expenses incurred. Total Reimbursable Expenses shall not exceed $20,000.

~~**§ 11.9 Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:~~
~~*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*~~

...

§ 11.10.1.1 An initial payment of zero ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ~~($~~ zero($ 0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.
PAGE 23

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

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12.1.1 Architect shall provide Owner the following Schematic Design Documents for each project as identified in Exhibit A by a mutually agreed upon date. If the Schematic Design is approved by the City Council by the end of 2021, the Design team shall complete 100% Construction (bid) Documents by June 2022. Bidding and Construction shall then commence with a completion date of 16 months from the award of contract to the lowest qualified bidder.

12.1.2 Schematic Design Deliverables (as applicable to each project identified in Exhibit A):

1. Site Plan
   a. Existing and proposed contours.
   b. Paving/sidewalk/curb/fence/parking equipment layouts.
   c. New and existing water/sewer/fire protection/fuel lines/telephone/electric layouts and related structures.
   d. Preliminary cut, fill, hauling on/off assumptions
   e. Preliminary site lighting layout.
   f. Retaining/planter wall locations.
2. Structural Plan
   a. Structural narrative
   b. Typical framing.
   c. Typical column schedule.
   d. Typical foundation schedule.
   e. Typical shear wall, moment and/or braced frame details
   f. Below grade/foundation wall details.
3. Exterior Facade Design
   a. Up to two color renderings of each project for City Council consideration
   b. Elevations of the preferred option.
   c. Proposed glazing types
   d. Proposed skin types
   e. Specialty trim material/types
   f. Material unit cost assumptions
   g. Typical wall sections.
4. Schematic Floor Plans
   a. Partition layout to scale.
   b. Interior wall and glazing types.
   c. Built-in casework locations
5. Typical Architectural Details
6. Preliminary Finish Schedule
7. Mechanical / Plumbing Design
   a. System narrative
   b. Major equipment locations
   c. Service requirements
   d. Distribution strategy
   e. Control philosophy
8. Electrical Design
   a. System narrative
   b. Major equipment locations
   c. Service requirements
   d. Backup power requirements
   e. Audiovisual systems
   f. Phone/data requirements
   g. Security requirements
   h. Preliminary lighting schedule

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9. Fire Protection Design
    a. System narrative
    b. Specialty systems
    c. Alarm/Life safety – description of systems
10. Building Management System Description (Where applicable)
11. Outline Specifications for All Disciplines
12. Preliminary Furniture List and Budget
13. Miscellaneous
    a. Landscaping narrative and allowance
    b. Signage strategy and allowance
    c. Hardware description and allowance
    d. Building automation strategy and allowance
    e. Owner-furnished and installed equipment
    f. Owner furnished/Contractor installed equipment
    g. Appliance and casework assumptions
    h. Enhanced field commissioning scope of work and allowance

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~~.2 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

~~*(Insert the date of the E203-2013 incorporated into this agreement.)*~~

~~____~~

...

~~[ ] AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:~~
~~*(Insert the date of the E204-2017 incorporated into this agreement.)*~~
Exhibit A] Project Scopes of Work, Design Schedules, Budgets, and Compensation

~~[ ] Other Exhibits incorporated into this Agreement:~~[Exhibit B] Approved Preliminary Schematic Program

~~*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*~~

~~_____~~

~~.4 Other documents:~~
~~*(List other documents, if any, forming part of the Agreement.)*~~

This Agreement entered into as of the day and year first written above.

	9/14/2021

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Brad Temme, City of St. Charles	John Mueller, Managing Partner, AIA

...

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EXECUTION OF CONTRACT.
The parties have caused this Contract to be executed in duplicate originals on this 22nd day of September, 20 21.

CITY OF ST. CHARLES, MISSOURI:

9/22/21
By: Daniel J. Borgmeyer, Mayor Date

Attest:

9/22/21
Laura L. Whitehead, City Clerk Date

CONSULTING ARCHITECT:
JEMA, LLC

By: Authorized Signatory Date

By: John Mueller, AIA, Managing Partner

Printed Name of Authorized Signatory

Attest:

Signature Date

2

Printed Name

CERTIFICATE OF DIRECTOR OF FINANCE

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

By:
Tracy Benton-Felder, Director of Finance

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:52:49 ET on 09/14/2021 under Order No. 2114237056 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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EXHIBITS

Docusign Envelope ID: 7F57128E-F341-4D74-B7D8-908CCCF3157A

Exhibit A

JEMA

(REVISED 1/20/2026) EXHIBIT A - B101 Agreement Executed on 9/22/2021
Project Scopes of Work, Design Schedules, Budgets and Compensation
City of St. Charles, MO

PROJECTS

Base Contract

Fire Station No. 2 [new construction]: 2000 Fairgrounds Road St. Charles, MO 63303
Completed
Fire Station No. 3 [new construction]: 2917 Elm Street St. Charles, MO 63301
Completed
Police Department [renovation and addition]: 1781 Zumbehl Road St Charles, MO 63303
Completed
Courts [relocation and renovation]:
Scope removed previous revision

Additional Services Contract

Fire Station No. 1 [roofing specification]: 911 N 6th Street St Charles, MO 63301
Scope completed
City Hall [relocation and/or renovation, and site studies]: various sites.
Scope completed
City Centre Complex:

a. City Hall - ACF Building 93
    i. Pocket Park Water Feature
b. City Centre Public Amenities – Building 92 (BH Office Building) or Building 93 (Sawtooth Building) – Concept Design phase
c. City Centre Public Amenities (Schematic Design through Construction Administration)
    i. Building 92 (BH Building) Recreation and Senior Center
    ii. Building 93 (Sawtooth Building) Farmer's Market
    iii. 2nd Street Tunnel Infill

SCOPE OF WORK

Base Contract

Fire Station No. 2:
Completed
Fire Station No. 3:
Completed
Police Department:
Completed
Courts:
Scope removed previous revision.

Additional Services Contract

Fire Station No. 1 [renovation and addition]:
Scope removed previous revision.
Fire Station No. 5 [renovation and addition]:

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Scope removed previous revision.

City Hall [relocation and/or renovation, and site studies]: various sites.
Scope completed

City Centre Complex:

a. City Hall (Schematic Design through Construction Administration)
   iv. 3 Story 70,000 gsf City Hall program
   v. 2 Level - 210 structured parking spaces
   vi. Retail (facing Main Street)
   vii. Pocket Park
   viii. Pocket Park Water feature by SWT
b. City Centre Public Amenities (Concept Design) to include: Site and Floor Plans, Illustrative Renderings and Coordination with Navigate for Cost Estimate.
   i. Recreation Center
   ii. Senior Center
   iii. ~~Daycare~~
   iv. Pocket Park Water Feature $600,00.00 (cost within City Hall construction budget)
c. City Centre Public Amenities (Schematic Design through Construction Administration)
   i. Building 92 (BH Building) Recreation and Senior Center
   ii. Building 93 (Sawtooth Building) Farmer's Market
   iii. 2nd Street Tunnel Infill

SCHEDULE:

Base Contract

Fire Station 2:
Completed
Fire Station 3:
Completed
Police Department:
Completed
Courts:
Scope removed previous revision

Additional Services Contract

Fire Station No. 1 [roofing specification]:
Completed
Fire Station No. 5 [renovation and addition]:
Scope removed previous revision.
City Hall [relocation and/or renovation, and site studies]: various sites.
Scope completed
City Centre Public Amenities: Refer to Attached Exhibit D

CONSTRUCTION BUDGET:

Base Contract Construction Budget Total:

Fire Station 2:

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Completed

Fire Station 3:

Completed

Police Department:

Completed

Courts:

Scope removed previous revision

Additional Services Contract Construction Budget Total:

Fire Station No. 1 [roofing specification]:

Completed

City Hall [relocation and/or renovation, and site studies]: various sites.

Completed

City Centre Complex:

a. City Hall: $47,082,179.00 Construction budget
   i. Pocket Park Water Feature $600,00.00 (cost within City Hall construction budget)
b. City Centre Public Amenities:
   i. Building 92 (BH Building) Recreation and Senior Center: $16,525,979.00 Construction Budget
   ii. Building 93 (Sawtooth Building) Farmer's Market: $6,905,635.00 Construction Budget
   iii. 2nd Street Tunnel Infill: Construction Budget to be determined.

COMPENSATION:

Base Contract

Fire Station 2:

Completed

Fire Station 3:

Completed

Police Department:

Completed

Courts:

Scope removed previous revision

Additional Services Contract:

Fire Station No. 1 [roofing specification]:

Completed

City Centre Complex:

a. City Hall: (Architectural and Engineering fees based off $47,082,179.00 Construction budget) = **$3,885,000.00 (Three million eight hundred and eighty-five thousand dollars.)**

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i. SWT consulting landscape architect's fee for Pocket Park Water Feature: Refer to attached change order for $28,000.00 **(Twenty-eight thousand dollars.)**

b. City Centre Public Amenities: (Architectural Design fees for Schematic Design) = **$50,000.00 (Fifty Thousand Dollars.)**

c. City Centre Public Amenities Recreation and Senior Center Building 92 (BH Building): (Schematic Design through Construction Administration) Architectural and Engineering fees based off $16,525,979.00 Construction budget **= $1,404,710.00 (one million four hundred and four thousand seven hundred ten dollars.**)

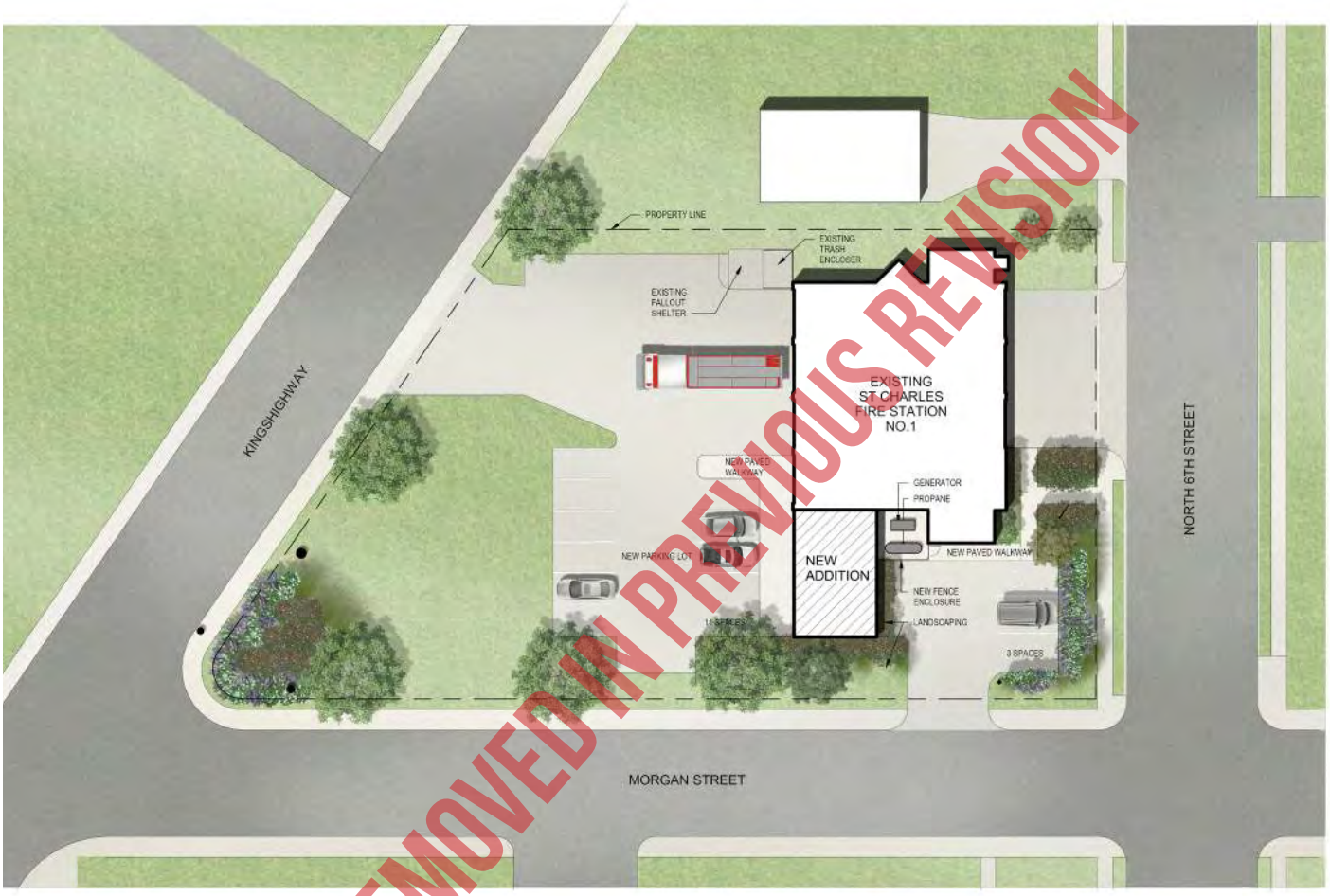
d. City Centre Public Amenities Building 93 (Sawtooth Building) Farmer's Market: (Schematic Design through Construction Administration) Architectural and Engineering fees based off $6,905,635.00 Construction budget = **$587,000.00 (Five hundred eighty seven thousand dollars.)**

e. 2nd Street Tunnel Infill:
(Schematic Design through Construction Administration) Architectural and Engineering fees = **$28,000.00 (Twenty eight thousand dollars.)**

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FIRE STATION NO. 1

PROPOSED RENOVATION AND ADDITION

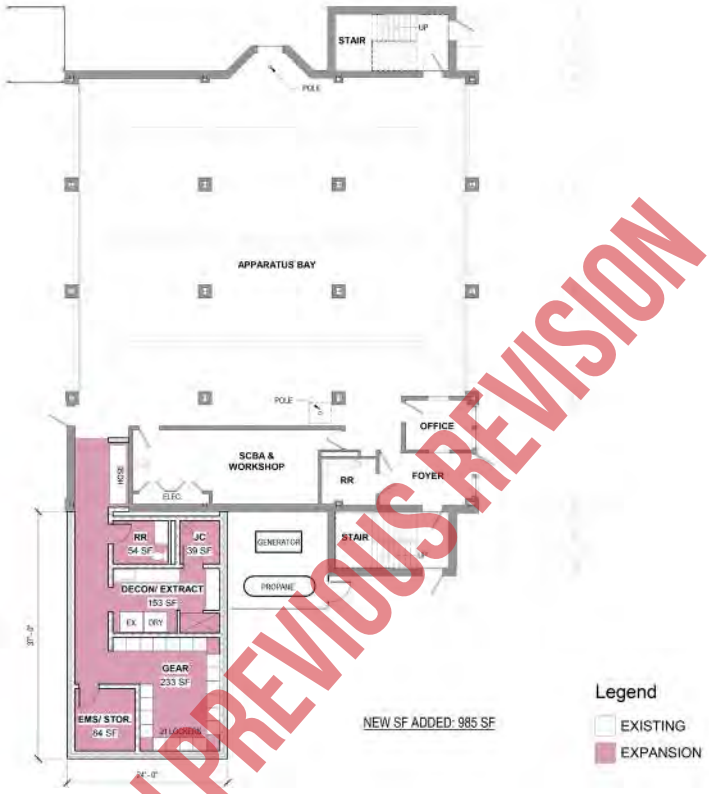


SCOPE REMOVED IN PREVIOUS REVISION

SITE PLAN

The proposed Fire Station No. 1 design includes a first floor addition and full renovation of the second floor. The first floor addition will include gear turnout lockers, EMS storage and a decontamination and gear extractor room. Additionally, all windows, apparatus bay doors, roofing and interior lighting are to be replaced. The second floor renovation will include 7 private bunk rooms and 4 private full baths able to handle three shifts. Also, a new kitchen, remodeled dining and day room as well as a reconfigured improved fitness room are included.

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LEVEL 1 - FLOOR PLAN

SCOPE REMOVED IN PREVIOUS REVISION



LEVEL 2 - FLOOR PLAN

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FIRE STATION NO. 2

PROPOSED NEW STATION



SITE PLAN

SCOPE COMPLETED

Fire Station No. 2 is a new state of the art building relocated on a more convenient site to be determined near the convention center. This station will house 2 apparatus bays and 6 private bunk rooms with the ability to provide a level of protection and security to the community exceeding the current standards.

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SCOPE COMPLETED

LEVEL 1 - FLOOR PLAN

Docusign Envelope ID: 7F57128E-F341-4D74-B7D8-908CCCF3157A

FIRE STATION NO. 3
PROPOSED NEW STATION



SITE PLAN

Fire Station No. 3 is a new state of the art building. This station will be rebuilt on the current No. 3 site. Similar to the new Fire Station No. 2, this station will house 2 apparatus bays and 6 private bunk rooms with the ability to provide a level of protection and security to the community exceeding the current standards.

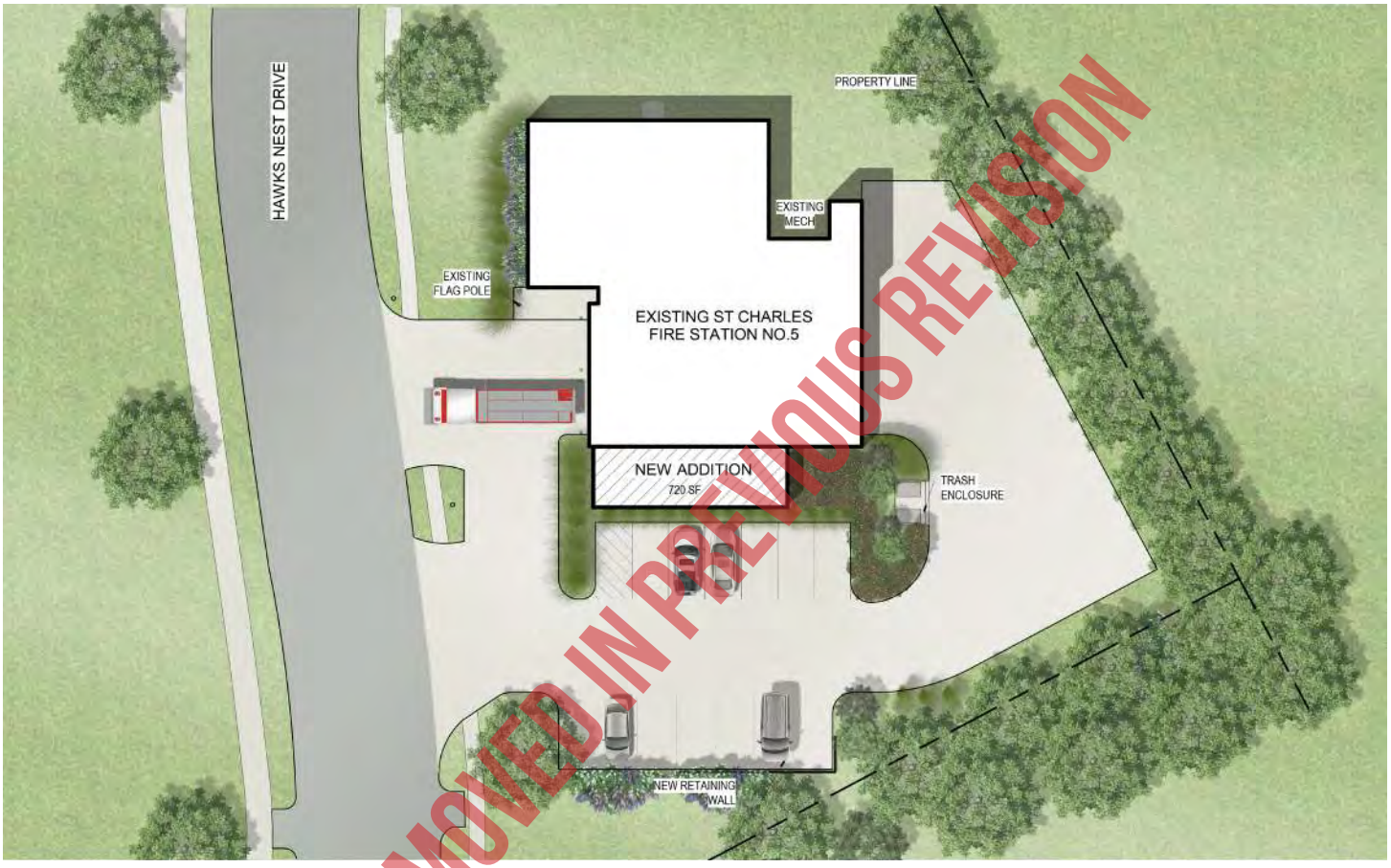
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LEVEL 1 - FLOOR PLAN

Docusign Envelope ID: 7F57128E-F341-4D74-B7D8-908CCCF3157A

FIRE STATION NO. 5
PROPOSED RENOVATION AND ADDITION



SCOPE REMOVED IN PREVIOUS REVISION

SITE PLAN

Fire Station No. 5 encompasses a first floor addition and full renovation of the living quarters. The first floor addition will include a work room, SCBA storage, a decontamination room with gear extractor, and new gear turnout lockers. The first floor renovated areas will include 6 private bunk rooms, 3 private full baths able to handle three shifts, and all new offices and renovated kitchen. The dining and day room will also be fully renovated. Also included is a new laundry room in the existing basement.

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Legend
- EXISTING
- EXPANSION
- RENOVATION

NEW SF ADDED: 720 SF

RENOVATION: 2,980 SF

LEVEL 1 - FLOOR PLAN

SCOPE REMOVED IN PREVIOUS REVISION

GENERAL NOTES: SD PRICING FLOOR PLAN

1. ALL BATHROOMS TO HAVE CERAMIC OR PORCELAIN TILE AND QUARTZ COUNTERTOPS.
2. KITCHEN TO HAVE QUARTZ COUNTERTOPS.
3. LIVING SPACES TO HAVE LVT FLOORING THROUGHOUT. BUNK ROOMS TO HAVE CARPET.



Legend
- EXISTING
- EXPANSION
- RENOVATION

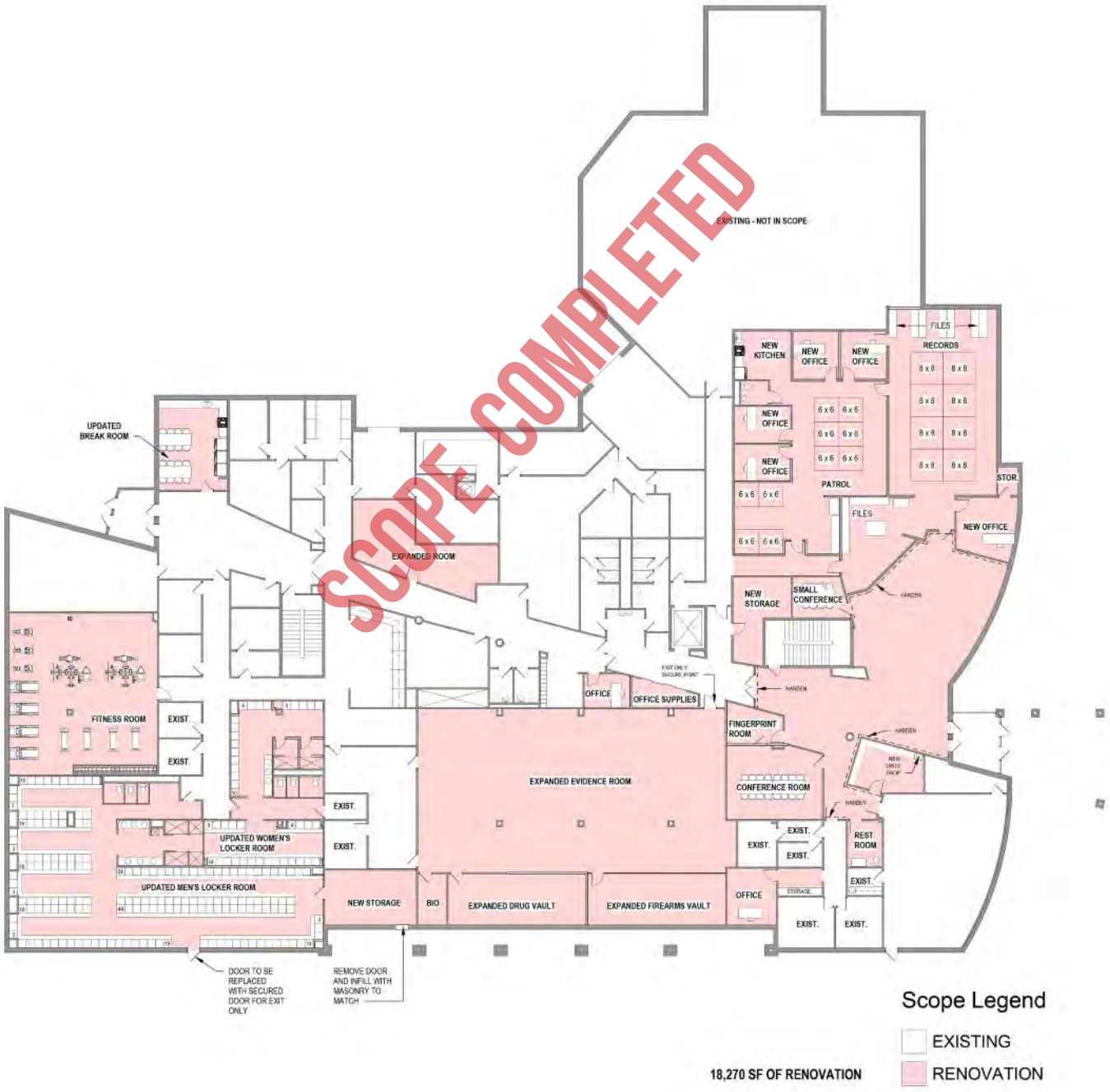
RENOVATION: 73 SF

LOWER LEVEL - FLOOR PLAN

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POLICE STATION
PROPOSED RENOVATION

7. AND NEW APPLIANCES AS SHOWN ON PLANS.
8. ALL LOCKER ROOMS TO INCLUDE NEW LOCKERS AND BENCHES TO MATCH EXISTING. TILE FLOORING, ACOUSTIC CEILING TILES AND GRID TO MATCH EXISTING OR TO BE REPLACED AND EXPANDED WITH NEW LED LIGHTING.
9. FITNESS ROOM TO HAVE RESILIENT ATHLETIC FLOORING, ACOUSTIC TILE CEILING AND NEW LED LIGHTING. FITNESS EQUIPMENT TO BE RELOCATE FROM PREVIOUS LOCATION.
10. NEW OFFICES, OPEN OFFICE AREAS, FILING, CONFERENCE ROOMS TO BE CARPETED WITH ACOUSTIC TILE CEILINGS AND NEW LED LIGHTING.
11. LOBBY WALLS TO BE HARDENED AS NOTED ON PLAN AT SECURE LOCATIONS.
12. STORAGE, EVIDENCE AND VAULT ROOM FINISHES TO MATCH EXISTING.



LEVEL 1 PLAN

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POLICE STATION
PROPOSED RENOVATION

7. AND NEW APPLIANCES AS SHOWN ON PLANS.
8. ALL LOCKER ROOMS TO INCLUDE NEW LOCKERS AND BENCHES TO MATCH EXISTING. TILE FLOORING, ACOUSTIC CEILING TILES AND GRID TO MATCH EXISTING OR TO BE REPLACED AND EXPANDED WITH NEW LED LIGHTING.
8. FITNESS ROOM TO HAVE RESILIENT ATHLETIC FLOORING, ACOUSTIC TILE CEILING AND NEW LED LIGHTING. FITNESS EQUIPMENT TO BE RELOCATE FROM PREVIOUS LOCATION.
9. NEW OFFICES, OPEN OFFICE AREAS, FILING, CONFERENCE ROOMS TO BE CARPETED WITH ACOUSTIC TILE CEILINGS AND NEW LED LIGHTING.
10. LOBBY WALLS TO BE HARDENED AS NOTED ON PLAN AT SECURE LOCATIONS.
11. STORAGE, EVIDENCE AND VAULT ROOM FINISHES TO MATCH EXISTING.

SCOPE COMPLETED



Scope Legend

EXISTING

RENOVATION

1,994 SF OF RENOVATION

LEVEL 2 PLAN

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COURTS
PROPOSED PROGRAM

ST. CHARLES CITY COURTS PROGRAM

	PROPOSED				EXISTING			NEW W/O GROSS-UP
ROOM	QUANTITY	SIZE	AREA (SF)		SIZE	AREA (SF)	TOTAL AREA	AREA (SF)
COURT ROOM	2	46' X 26'	2,392	50 PEOPLE/ EA	47'-7" X 28'-2"	1340.26	1340.26	2,880
JUDGES OFFICE	1	10' X 12'	120		14' X 9'	126	126	140
BREAK ROOM	1	12' X 14'	168		14' X 12'	168	168	252
KITCHEN	1	IN BRK RM			IN BRK RM		0	
ATTORNEY'S LOUNGE	1				CONF RM?		0	
CONFERENCE ROOM	1	12' X 24'	288		11'-9" X 23'-1"	271.23	271.23	288
HIGH DENSITY STORAGE	1	12' X 16'	192		10'-10" X 14'-7"	157.99	157.99	192
COURT ADMINISTRATOR OFFICE	1	10' X 12'	120		9'-2" X 13'-10"	126.81	126.81	140
OPEN OFFICE	1	20' X 40'	800		23'-3" X 48'	1116	1116	800
COPY/ WORK ROOM	1	8' X 14'	112		7'-10" X 13'-10"	108.36	108.36	112
COURT OFFICE FILE ROOM	1	10' X 12'	120		NEW		0	120
GENERAL STORAGE/ FILING ROOM	1				IN OPEN OFFICE		0	
PROSECUTORS OFFICE	1	10' X 12'	120		10'-3" X 14'-4"	146.92	146.92	140
PROSECUTOR'S ASSISITANT'S OFFICE	1	10' X 12'	120		?		0	120
WAITING ROOM	1	12' X 12'	144		10'-3" X 13'-2"	134.96	134.96	240
FRONT DESK TELLERS (5)	1	8' X 20'	160		7'-0" X 22'	154	154	160
PROBATION OFFICE	1	10' X 12'	120		15' X 15'	225	225	140
VICTIM/ WITNESS ROOM	1	10' X 12'	120		9' X 10'	90	90	120
COURT LOBBY	1	30' X 40'	1,200		30' X 40'	1200	1200	1,200
BATHROOMS	4	6' X 8'	192		5'-10" X 8'-4"	48.61	194.44	48
LOBBY SECURITY OFFICE					NEW		0	
LOBBY KIOSK					IN LOBBY		0	
LOBBY DROPBOX					IN LOBBY		0	
SAFE					AT DESK		0	
			6,488				5559.97	7,092
CIRCULATION FACTOR	20.00%		1,297.60				300.00	
PARKING FOR PUBLIC			100 SPACES					
SECURE PARKING FOR STAFF			15-20 SPACES					
TOTAL BUILDING AREA	24		7,785.60				5,859.97	7,092.00

SCOPE COMPLETED

PROGRAM

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COURTS
PROPOSED PROGRAM

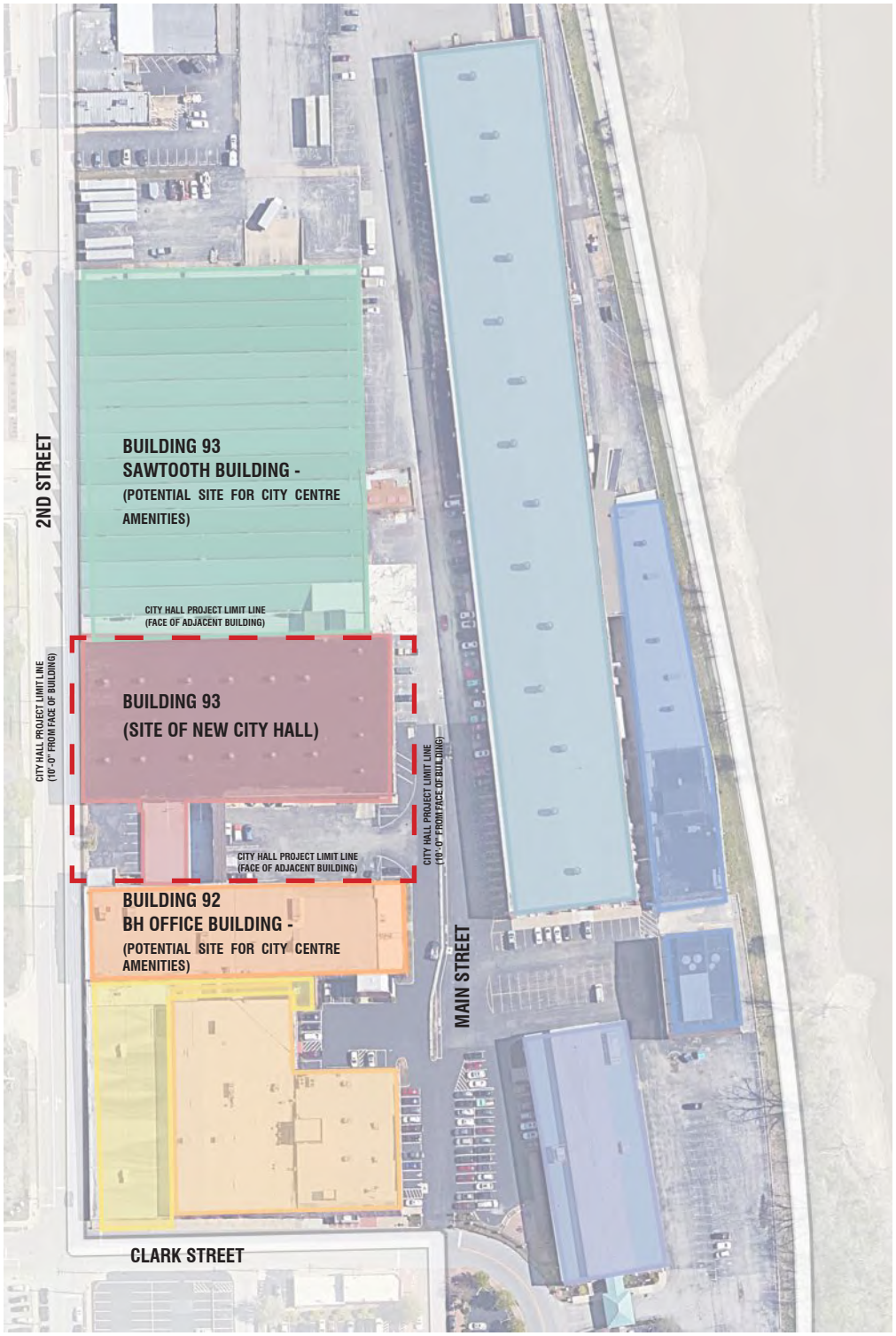


SCOPE REMOVED IN PREVIOUS REVISION

PROGRAM AND ADJACENCY PLAN DIAGRAM SCOPE REMOVED IN PREVIOUS REVISION

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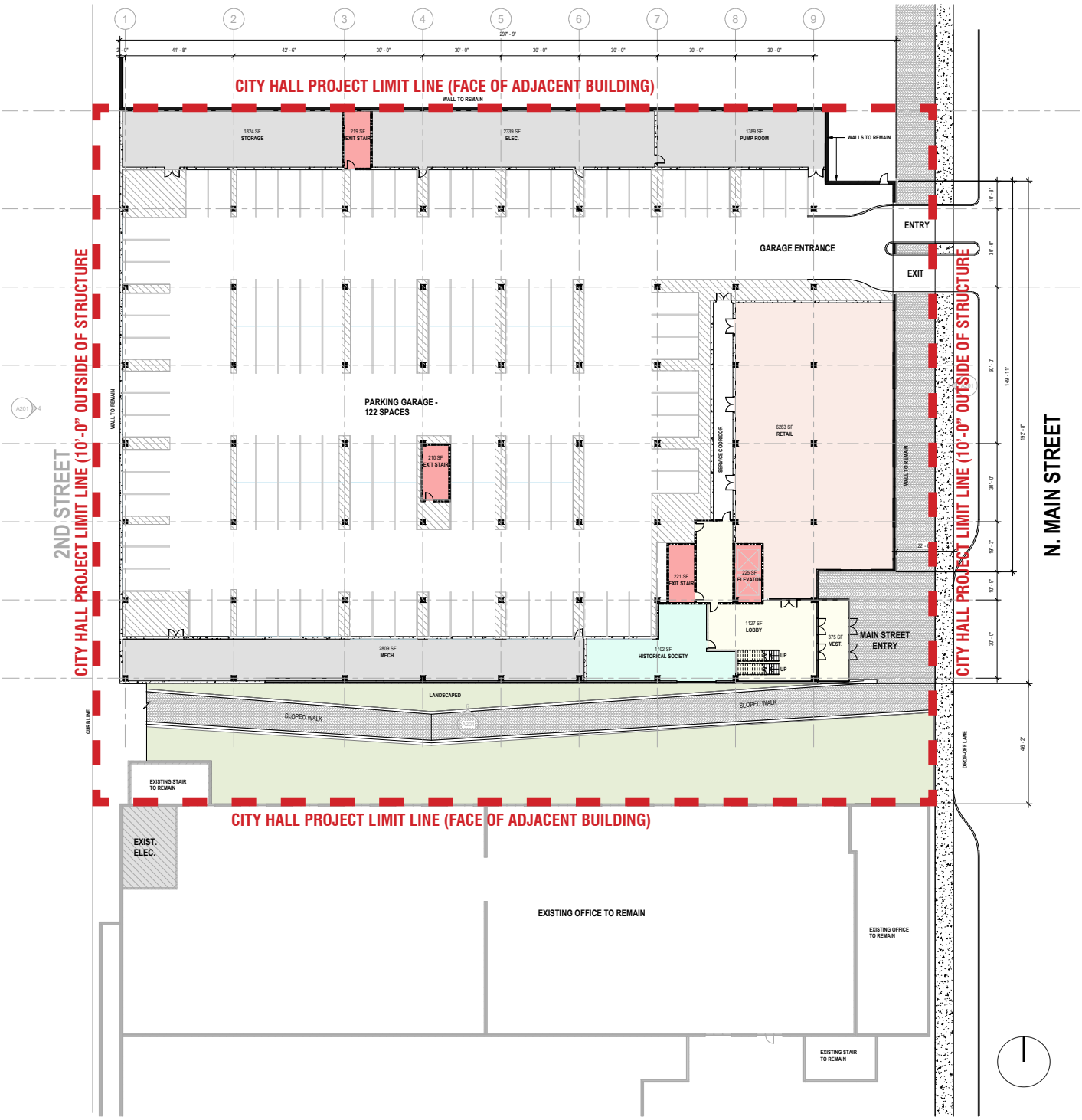
CITY CENTRE COMPLEX
ACF DISTRICT



ACF DISTRICT SITE PLAN

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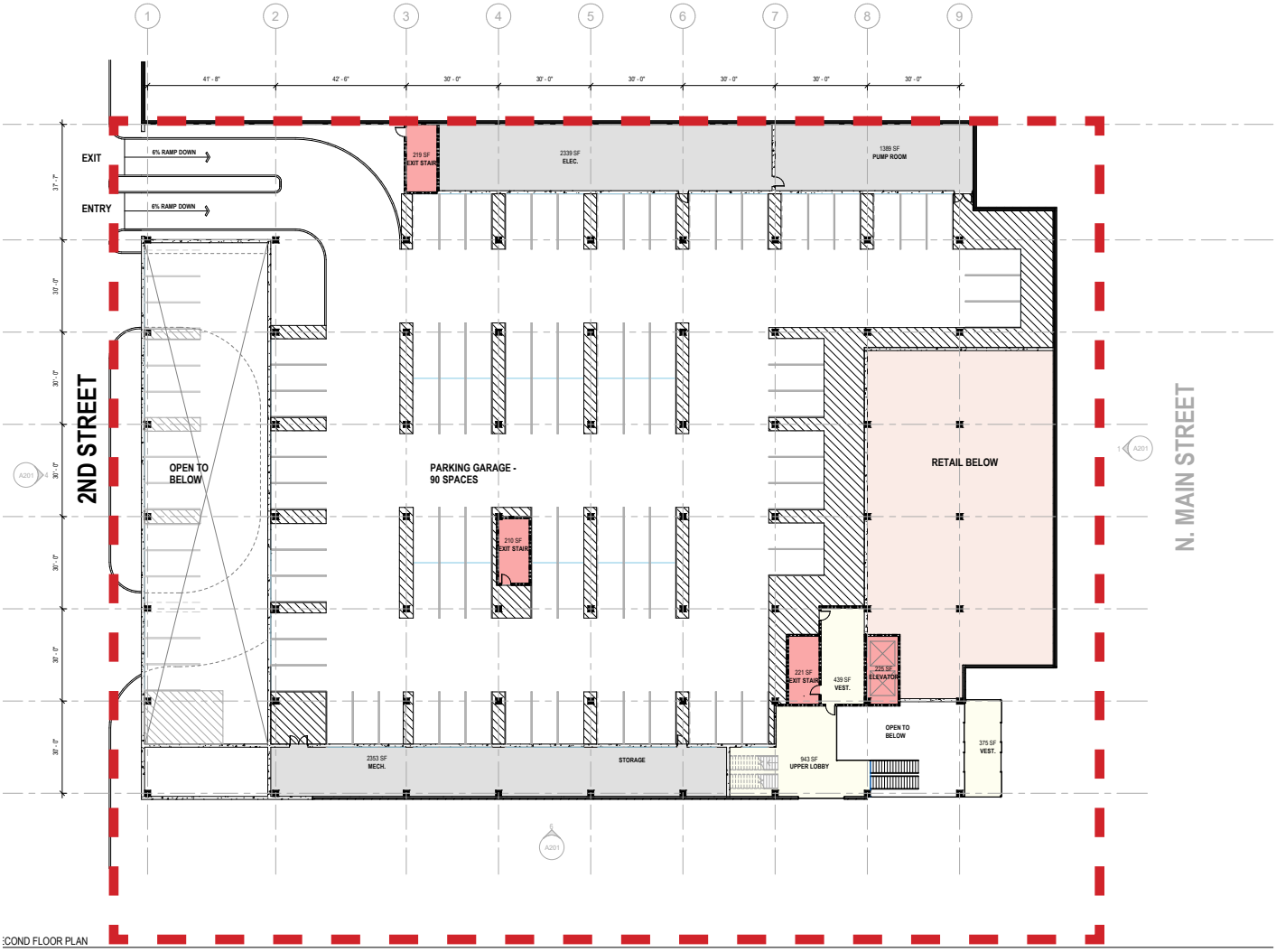
CITY CENTRE COMPLEX
ACF DISTRICT



CITY HALL - PARKING LEVEL 1 - FROM MAIN STREET

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CITY CENTRE COMPLEX
ACF DISTRICT



:COND FLOOR PLAN

CITY HALL - PARKING LEVEL 2 - FROM 2ND STREET

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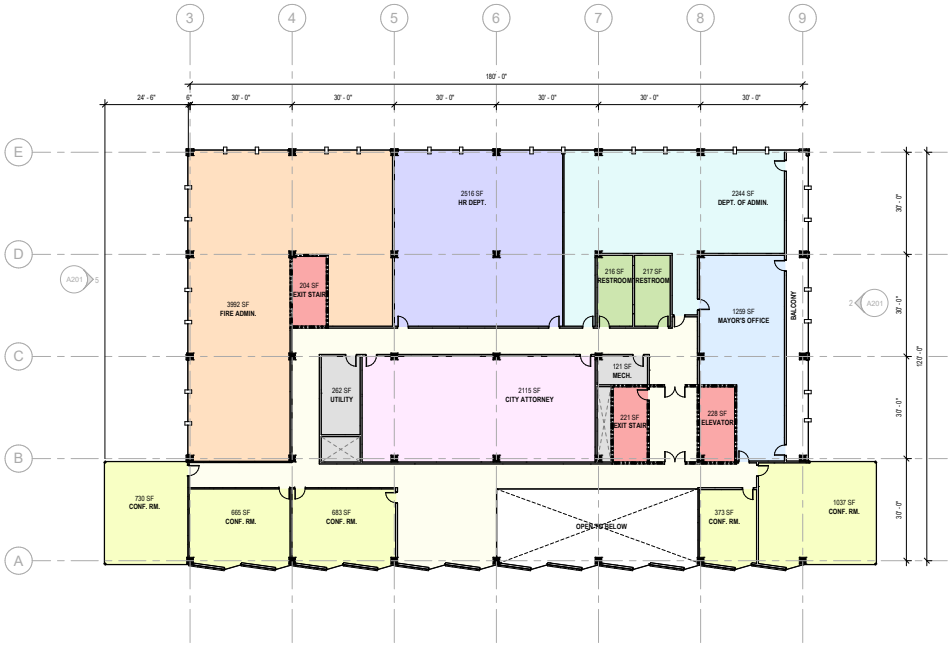
CITY CENTRE COMPLEX
ACF DISTRICT



CITY HALL - LEVEL 1

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CITY CENTRE COMPLEX
ACF DISTRICT



Y HALL - THIRD FLOOR PLAN
6" = 1'-0"



Y HALL - SECOND FLOOR PLAN

CITY HALL - LEVELS 2-3

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CITY CENTRE COMPLEX
ACF DISTRICT





CITY HALL - FROM MAIN STREET

Docusign Envelope ID: 7F57128E-F341-4D74-B7D8-908CCCF3157A

CITY CENTRE COMPLEX
ACF DISTRICT





CITY HALL - FROM MAIN STREET

Docusign Envelope ID: 7F57128E-F341-4D74-B7D8-908CCCF3157A

CITY CENTRE COMPLEX
ACF DISTRICT



CITY HALL - PUBLIC ENTRY



CITY HALL - HISTORICAL SOCIETY

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CITY CENTRE COMPLEX
ACF DISTRICT





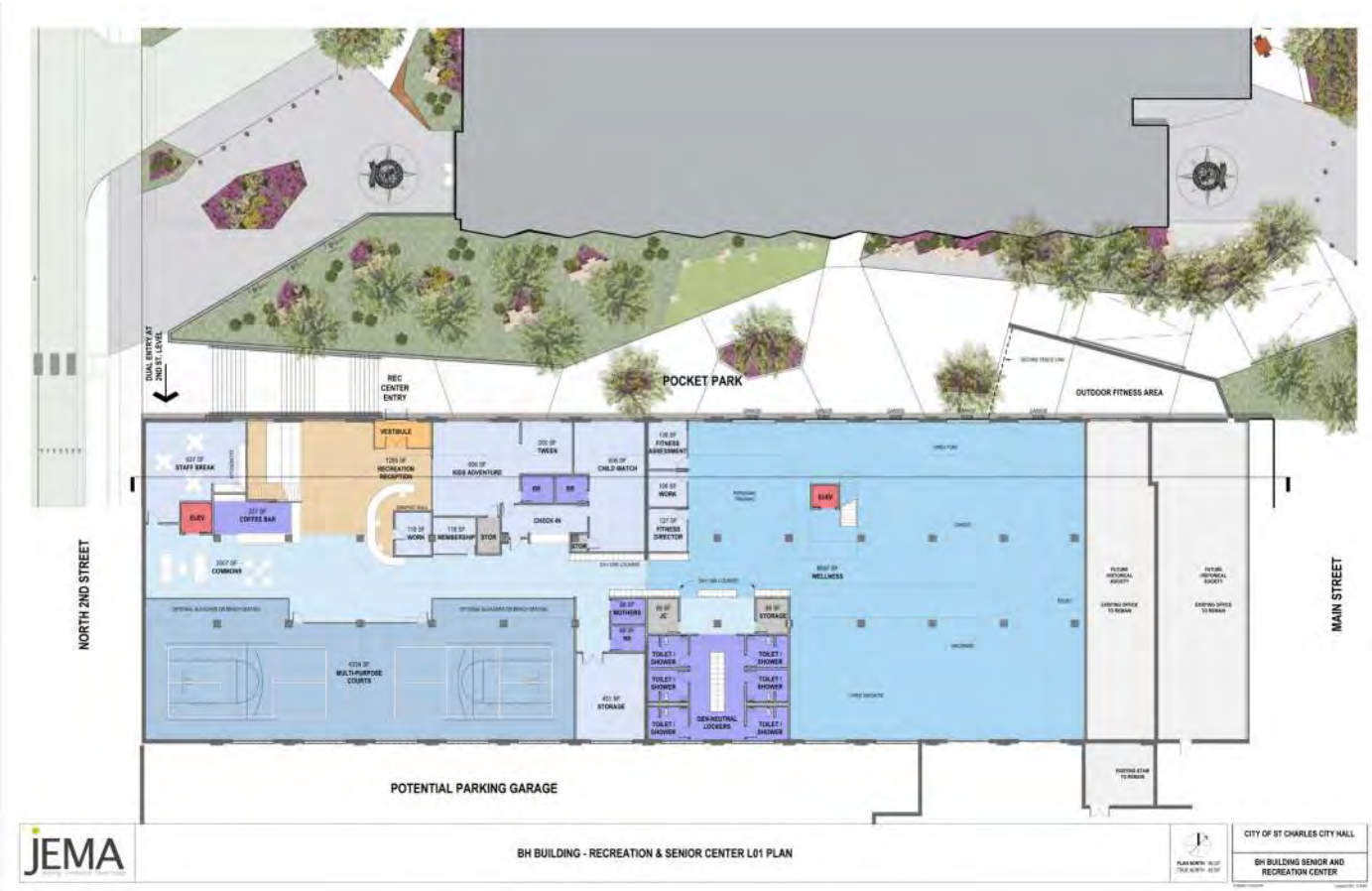
CITY HALL - PUBLIC LOBBY

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CITY CENTRE COMPLEX

ACF DISTRICT





RECREATION AND SENIOR CENTER LEVELS 1 & 2

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CITY CENTRE COMPLEX
ACF DISTRICT





RECREATION AND SENIOR CENTER

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CITY CENTRE COMPLEX
ACF DISTRICT





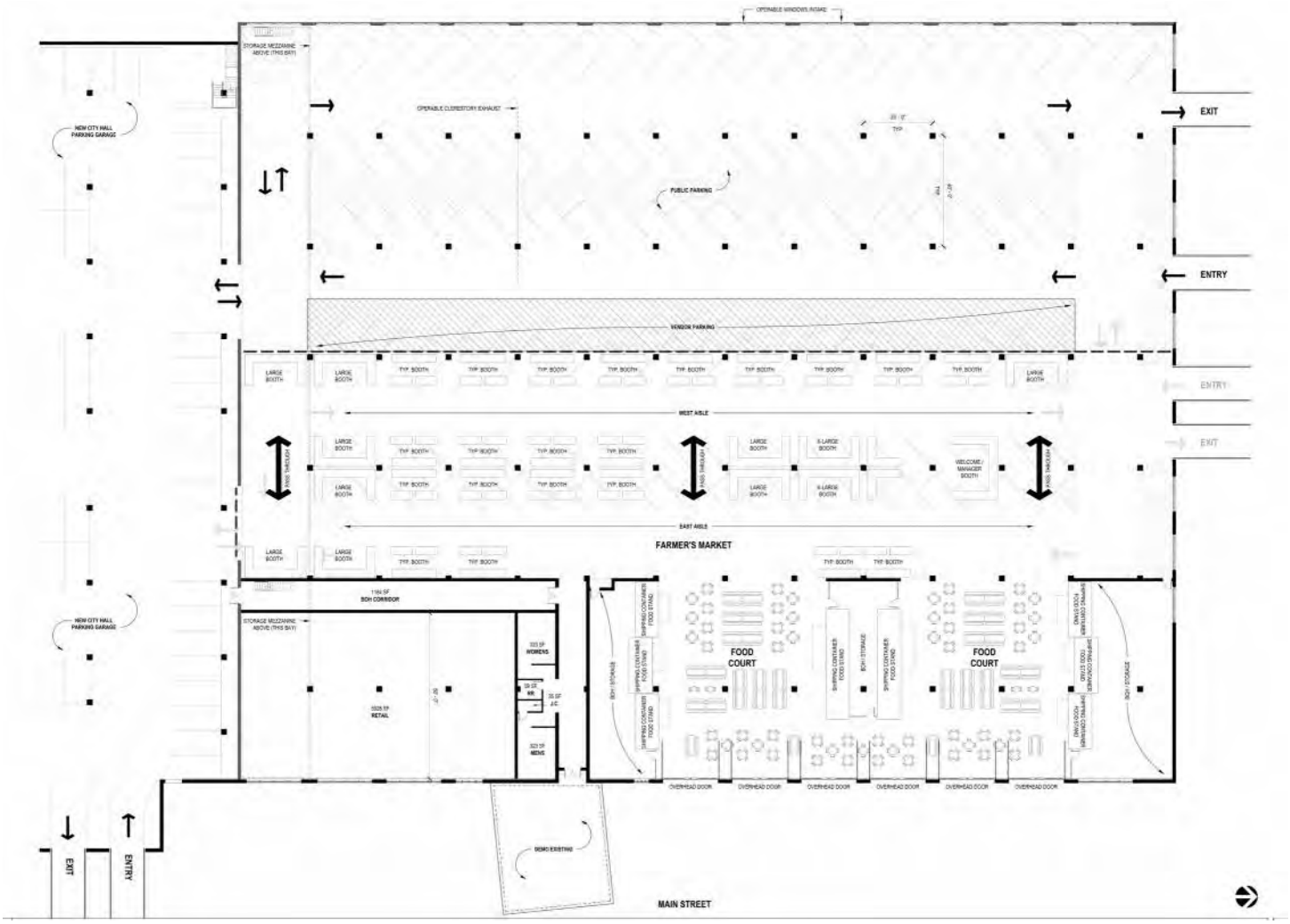
RECREATION AND SENIOR CENTER

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CITY CENTRE COMPLEX
ACF DISTRICT



EAST ELEVATION



FLOOR PLAN

SAWTOOTH - FARMER'S MARKET

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Exhibit C

St. Charles City Hall
Preconstruction Schedule
11/19/24

	Duration	Start	Finish	Responsible Party
Senior / Rec Center Design, Bidding, Award				
Senior / Rec Center Design				
JEMA / NAVIGATE Fee Proposals			11/19/24	
City Council Approval			12/03/24	
Present Conceptual Design to City Council			12/10/24	
Schematic Design	6w	01/11/25	02/25/25	JEMA
--Pause until City Hall bids received and incorporated into budget--			04/01/25	
Design Development	12w	04/07/25	07/01/25	JEMA
Publish DD Documents			07/01/25	JEMA
NAVIGATE Estimate	3w	07/02/25	07/24/25	NAVIGATE
Construction Documents	12w	07/25/25	10/20/25	
Publish CD Documents			10/20/25	JEMA
NAVIGATE Constructability Review	2w	10/21/25	11/04/25	NAVIGATE
Permitting				
Submit for Permitting			10/21/25	JEMA
Receive Permit Review Comments	2w	10/22/25	11/04/25	City, FD
Incorporate Permit Comments & Const Review into Bid Set	1w	11/04/25	11/11/25	JEMA
Senior / Rec Center Bidding, Contract Approval				
Advertise Request for Qualifications			09/22/25	City, NAVIGATE
GC Qualification Submission Period	2w	09/23/25	10/06/25	Potential Bidders
GC Qualification Review, Approval, Notification	1w	10/07/25	10/14/25	NAVIGATE, City, JEMA
Publish Bid Documents			11/12/25	JEMA
Bid Period for Prequalified Bidders	4w	11/12/25	12/09/25	Bidders, JEMA
Bids Due			12/09/25	Bidders
Bid Evaluation, Selection, Recommendation	5d	12/09/25	12/16/25	NAVIGATE / City / JEMA
Submit for Council Packet	2w prior		11/04/25	City
Request Approval of Contractor at Council Meeting #1			11/18/25	City Council (1st and 3rd Tues)
Construction	13m	12/11/25	01/15/27	General Contractor
Substantial Completion			**01/15/27**	General Contractor
Final Completion		01/16/27	02/15/27	General Contractor
Owner FFE, Move In		02/16/27	03/16/27	City
Open for Operations			03/16/27	City

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Exhibit D

JEMA
planning architecture interior design

2823 OLIVE ST. | ST. LOUIS, MO 63103 | 314.531.7400 | JEMASTL.COM

January 20, 2026

Jonathan Silver
City of St. Charles
200 North Second Street
Saint Charles, MO 63301

RE: City of Saint Charles – 2nd Street Tunnel Infills
Exhibit D
Proposal #: 21-1540.14

Dear Jonathan:

We are pleased to present the City of St. Charles our Architectural Design proposal for the 2nd Street Tunnel Infills project.

We understand the following:

1. Client and Owner
    a. The Client and Owner is The City of St. Charles, Missouri.
    b. The main Client contact is Jonathan Silver.
2. Architect
    a. JEMA is the Design Architect, and the Architect of Record for this project and will provide Architectural design services.
3. Architect's Consultants
    a. Alper Audi structural engineers.
4. Client Consultants
    a. Geotechnical engineering to be determined by owner for the design of foundations and soil retaining elements.
    b. Civil engineering above and around this project: Crawford, Murphy & Tilly.
5. General Contractor (GC)
    a. General Contractor to be determined.
6. Property and Project Description
    a. The project area is three separate tunnels on 2nd Street between Clark Street and the Sawtooth Building. The renovation area is approximately 3,400SF. The tunnels are constructed of masonry walls with a vaulted / domed masonry lid spanning between what appear to be steel railway rails running across the tunnel between walls.
    b. The project is to include a tunnel infill solution for the three tunnels that protects and preserves the existing west facades of Building 92, the BH and Sawtooth Buildings.
    c. It should be noted that the building walls have undergone some out-of-plane movement over the years to varying degrees and supplemental reinforcing appears to have been added to brace the walls in an effort to prevent further movement. It is understood that the existing building walls and their condition are outside the scope of this proposal and they will not be reviewed or investigated other than that which is necessary to provide recommendations for the infilling of existing openings required as part of the tunnel infill process.
7. Conditions and Qualifications:
    a. Existing building and tunnel construction drawings are likely unavailable. We have not included in our fee any selective demolition or surveys to determine or verify dimensions, materials, or details of existing construction. Any site visits during design will only be for familiarization and general confirmation of elements that are exposed to view. An independent testing lab or sub-consultant may be needed to obtain this information or to test material samples and cores; such additional services will be billed at our direct cost or passed directly to the client.

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b. The design team does not take responsibility for any existing building's condition, for the overall adequacy of the structural design of existing buildings, nor for their code compliance with original or current building codes; analysis of existing buildings is not part of our base fee services. However, specific new construction, that is within the scope of this proposal will be designed to meet current structural and code requirements.

8. Budget
    a. To be determined.
9. Schedule
    a. Anticipated design duration to be an estimated 4 weeks after geotechnical engineer's report is made available.

Scope of Work:

1. **PROJECT AND FIELD VERIFICATION** [2 WEEK]
    a. Site visits up to three (3)
    b. Client and team meetings up to three (3)
    c. Existing conditions modeling as required for permitting
2. **PERMIT DOCUMENTATION** [2 WEEK]
    a. Construction Drawings
    b. Specifications
    c. Bidding
3. **CONTRACT ADMINISTRATION (CA)** *FINAL CONSTRUCTION SCHEDULE TBD BY GC*
    When construction on the project begins, the architect reviews information provided by the General Contractor and visits the site to observe compliance with the Construction Documents.
    a. JEMA will work with the GC to review product submittals, RFI's and Pay Applications.
    b. JEMA will carry out three (3) site visits to observe compliance with the design intent of the Construction Documents.
    c. JEMA will perform a final construction punch list walkthrough with the Client.

This constitutes a full understanding of the scope of work covered by this agreement.

Compensation for the above outlined Scope of Work:

1. JEMA's fee including structural engineering services is TWENTY EIGHT THOUSAND DOLLARS AND NO CENTS - $28,000.00.

Additional Services can be provided at a rate of $225/hr, or at a lump sum fee as approved by the Client.

Examples of Additional Services not part of this contract include, but are not limited to the following:

- Any analysis, documentation, and code compliance of adjacent properties
- Utility documentation, disconnects and relocation solutions to be design build responsibility of General Contractor.
- Mechanical/electrical/plumbing or fire protection (MEP/FP) engineering or design
- Low voltage/security/data/audio/visual engineering or design
- Final project photographs, or license thereto
- Permit fees

Reimbursable Costs:

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JEMA will require a 7.5% charge on all reimbursable costs to cover our coordination efforts. Reimbursables to include:

- Printing, including large format boards, booklets, color copies, large format black & white copies
- Car mileage, courier fees, mail postage

Attached is a copy of our standard Terms and Conditions. If these are not attached, please notify us immediately because they are an integral part of this letter proposal.

If this Proposal is acceptable, please sign and return one copy with your signature to acknowledge your understanding of our Costs and Terms and Conditions and to authorize us to proceed.

_____	_____
City of St. Charles 200 North Second Street Saint Charles, MO 63301	John Mueller Partner JEMA

If you should have any questions, please feel free to call me at any time. Thank you for this opportunity.

Sincerely,
John Mueller

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JEMA STANDARD TERMS AND CONDITIONS

1. Unless expressly stated otherwise in the attached proposal letter ("Proposal"), the Proposal must be accepted and countersigned by the Client in writing within thirty days of the date listed at the beginning of the Proposal, or the Proposal is void and unenforceable. The acceptance of the Proposal is conditioned upon these Terms and Conditions and the terms of the Proposal, which shall be the only terms and conditions applicable to any agreement between JEMA and Client. Requesting performance of the work by JEMA, sending a notice to proceed with the work, or an acknowledgment of the Proposal by the issuance of a purchase order by Client, notwithstanding any terms additional to or different from those contained herein, shall be deemed to be an acceptance of these Terms and Conditions by Client.
2. The Proposal and the Terms and Conditions constitute the entire agreement ("Contract") between JEMA and the Client for the services identified in the Proposal. All prior proposals, negotiations, representations, recommendations, statements or agreements made or entered into prior to or contemporaneously with the Contract, whether oral or in writing, are superseded by this contract unless they are expressly incorporated herein by reference. Any terms contained in any communication from Client which are inconsistent with the Contract shall not be binding upon JEMA.
3. JEMA's invoices are due and payable within thirty (30) days of the submission of each invoice. Interest will accrue at the rate of two percent (2%) per month on all unpaid invoices from the date payment was due. In the event that Client disputes an invoice, Client will pay the undisputed portion of the invoice and provide a written explanation to JEMA of the bases for the Client's dispute. If Client fails to pay in full, any of JEMA's invoices, JEMA may immediately, without waiving any other rights it may have, suspend work pending a resolution of the payment dispute. In the event that any invoices become more than 60 days past due, JEMA will cease all work on the project, notify the Client of the delay, and will not resume work on the project until all past-due invoices are paid in full. Client's failure to pay any of JEMA's invoices in full shall be considered a material breach of this Contract.
4. Unless specifically stated to the contrary in the Proposal, reimbursable expenses are in addition to the amounts identified for JEMA's fees and basic additional services. Reimbursable expenses shall include, but are not limited to: Client-authorized travel, transportation, and subsistence expenses; fees paid for securing approval of jurisdictional authorities; postage, courier, or other delivery fees; material costs for models, mock-ups, or other presentation media; photographic film and development expenses.
5. This Contract is binding upon the heirs, successors and assigns of the parties hereto and may not be assigned by either party without the prior written consent of the other party.
6. Nothing in this Contract is intended to create any enforceable third party rights against Client of JEMA.
7. JEMA will perform all of its services consistent with that degree of skill and learning ordinarily used under the same or similar circumstances by the members of JEMA's profession working in the same locale.
8. If, and to the extent that JEMA's scope of work includes construction phase services, and such services shall be provided in accordance with and governed by the applicable terms of AIA Document A201 General Conditions of the Contract for Construction, 2007 Edition ("General Conditions"). If there is a conflict between the General Conditions and this Contract, this Contract will control.
9. When making any interpretation or decision as required by the General Conditions, JEMA will not show partiality to any party, and shall not be liable for interpretations or decisions rendered in good faith.
10. JEMA has no responsibility or obligation to supervise or direct the work activities of the Client's employees and representatives, or any construction contractors, sub-contractors, or any of their employees, or other persons not employed by JEMA.
11. JEMA will abide by any job-site safety programs identified in writing by the Client but will not be responsible for job-site safety of any persons not directly employed by JEMA.

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12. JEMA has no responsibility or obligation with respect to the construction means, methods, sequencing, or procedures of any construction contractors, sub-contractors, or any of their employees.
13. JEMA is not responsible for the failure of any contractor to perform work properly and in accordance with any applicable documents, plans, specifications, codes or standards.
14. JEMA is not responsible for the identification of unsafe conditions, nor the identification, handling, or removal of hazardous and/or toxic substances found on or brought to the site. Prior to the start of work, the Client shall disclose and identify in writing to JEMA, to the best of the Client's knowledge, all hazardous and/or toxic substances located on the site. Client agrees to defend, indemnify and hold JEMA harmless from and against all claims, demands, and liabilities of any kind or nature resulting from any hazardous and/or toxic substance that are found by Client.
15. JEMA will have no obligation to commence its work until receipt of written notice-to-proceed from Client and all other information required to be provided by Client. JEMA shall complete its work within mutually agreed to schedule. JEMA shall be entitled to an extension of time for performance of its work due to any delays that are due to any cause beyond JEMA's reasonable control. In no event will Client be entitled to any costs, losses, expenses or damages (including, but not limited to, claims or damages attributed to home office overhead costs, loss of profits, loss of business opportunities and /or additional financing costs) as a result of any delay caused or attributed to JEMA.
16. JEMA and Client waive any and all claims against each other for consequential, indirect and special damages arising out of or relating to this Contract, the alleged breach therefore, and/or JEMA's work; including, but not limited to, lost profits, loss of business, consequential damages, financing costs, extended home office overhead and similar types of damages.
17. Provided that written notice of a material breach of this Contract has been provided to the defaulting party and the defaulting party has failed to cure or taken reasonable efforts to cure its default within seven (7) calendar days of its receipt of the notice, the non-defaulting party may terminate this Contract by sending notice of termination to the defaulting party.
18. If the Contract is terminated for any reason not attributed to JEMA, Client will pay for the work performed by JEMA up to the date of termination plus all of JEMA's costs related to the termination (e.g., close-out costs, costs of terminating contracts with consultants, etc.)
19. In the event that there are any changes in applicable laws, codes or regulations after the Contract is executed that result in the need for JEMA to perform additional services and/or incur additional costs, Client shall pay JEMA for said services and costs at the rates set forth in the Proposal.
20. All documents and electronic media produced by JEMA under this Contract ("Instruments of Service") shall remain the property of JEMA, and JEMA shall retain all rights to the same, including copyrights, and they may be used by the Client only for the project identified in the Proposal. In the event of the termination of this Contract, the Client shall return the Instruments of Service to JEMA, and the Instruments of Service may not be used by the Client or a third party to complete the project without the written consent of JEMA.
21. Any photographs of the project that are taken by JEMA or by JEMA's consultants, hosted on JEMA's website, or shared on JEMA's social media profiles are not licensed for use by the Owner, Client, General Contractor, or other party unless license is specifically granted in writing by JEMA under separate agreement.
22. Client and JEMA waive all rights against each other, any contractors and other professionals, and any of their respective consultants, contractors, suppliers, subcontractors, agents and employees, for damages caused be perils to the extent covered by insurance, except such rights as they may have to the insurance proceeds.
23. This Contract and the rights of the parties shall be governed by the laws of the State of Missouri.
24. Any claims, disputes, or other matters in question arising out of or relating to this Contract, the alleged breach thereof, and/or JEMA's work, at JEMA's sole election and discretion, shall be decided by binding arbitration/mediation/jury in accordance with the Construction Industry Arbitration Rules of the AAA (American Arbitration Association). A demand

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for arbitration must be made within a reasonable time, and before the expiration of the applicable statute of limitations. Unless it consents in writing, JEMA may not be joined in any other arbitration involving the same project. The arbitration shall be held where the project is located.

25. Limitation of Liability: In recognition of the relative risks and benefits of the Project to both the Client and JEMA, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the JEMA and JEMA's officers, directors, partners, employees, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of JEMA and JEMA's officers, directors, partners, employees, owners and sub-consultants shall be the lesser amount of either JEMA's total fee charged under this Agreement, or the amount of professional liability insurance maintained by JEMA and available to pay said claim. It is intended that this limitation apply to any and all liability, theory of recovery, or cause of action however alleged or arising, unless otherwise prohibited by law.
26. Indemnification: The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom the Consultant is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and sub-consultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.
27. Certification/Guarantee & Warranty: The Consultant shall not be required to sign any documents, no matter by whom requested, that would result in the Consultant's having to certify, guarantee or warrant the existence of conditions whose existence the Consultant cannot ascertain. The Client also agrees not to make resolution of any dispute with the Consultant or payment of any amount due to the Consultant in any way contingent upon the Consultant's signing any such certification.
28. In the event that any dispute, claim, arbitration or litigation arising out of or relating to this Contract, the alleged breach thereof, and/or JEMA's work, the prevailing party shall be awarded its attorney's fees, expert witness fees, expenses, arbitration fees and expenses, and court costs at the trials and all appellate levels; including costs and fees related to collection efforts. Determination of which party prevailed shall be made by the judge or arbitrator(s). The determination shall be made by reviewing the claims resolved at the trial or arbitration (which excludes any claims resolved prior to the taking of evidence), and then determining which party achieved the greater success by quantifying the amounts awarded the party recovering damages or obtaining relief and comparing that result to the relief and/or damages it sought, then the other party prevailed. If that party receives more than 50% of the relief and/or damages it sought, then it prevailed. The judge or arbitrator(s) may consider the percentage of recovery when determining the amount of fees and expenses to be awarded to the prevailing party. If more than one claim is presented, then the judge or arbitrator(s) may elect to evaluate who is the prevailing party on a claim by claim basis, or in the aggregate as they deem appropriate. In making the determination of which party prevailed, the judge or arbitrator(s) shall take into consideration any settlement offers or demands made prior to trial or arbitration.
29. Due to the highly variable nature of Contract Administration services, the proposed fee (if stated) is an estimate only and is not a guaranteed maximum or cap of any kind. These services (if requested) will be performed at the standard hourly billing rates identified in the Agreement. The client will be notified when the actual fee incurred is within 10% of the estimated amount. JEMA reserves the right to suspend performing any services beyond the estimate until client authorizes JEMA in writing to proceed at the standard hourly billing rates in addition to the estimated fee.

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30. If the services covered by this Agreement have not been completed within 12 months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.
31. If the Client's Construction Budget or the Scope of Work Area increases by greater than 10%, JEMA is entitled to pursue additional compensation and extensions to the Project Schedule.
32. THE TOTAL LIABILITY OF JEMA AND ANY OF JEMA'S CONSULTANTS FOR ANY ACTIONS, DAMAGES, CLAIMS, DEMANDS, JUDGEMENTS, LOSSES, COSTS, OR EXPENSES (INCLUDING ATTORNEY'S FEES AND COURT OR ARBITRATION COSTS AND FEES) ARISING OUT OF OR RESULTING FROM JEMA'S OR ITS CONSULTANTS' NEGLIGENT ACTS, ERRORS, OMISSIONS OR BREACHES OF CONTRACT IS LIMITED TO THE LESSER OF THE CONTRACT PRICE OR THE AMOUNT OF PROFESSIONAL LIABILITY INSURANCE MAINTAINED BY JEMA AND AVAILABLE TO PAY SAID CLAIM. THIS LIMITATION OF LIABILITY IS APPLICABLE TO ALL CLAIMS THAT MAY BE ASSERTED AGAINST JEMA OR ITS CONSULTANTS ARISING OUT OF OR RELATING TO THE PROJECT OR THIS CONTRACT, WHETHER THE CLAIMS ARISE IN CONTRACT, TORT, STATUTE, OR OTHERWISE.

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Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
City of St. Charles - City Centre Complex

AGREEMENT INFORMATION:
Date: October 13, 2021

AMENDMENT INFORMATION:
Amendment Number: 02

Date: 12/02/2024

OWNER: *(name and address)*
City of St. Charles, Missouri

ARCHITECT: *(name and address)*
JEMA, LLC
2823 Olive St.
St. Louis, MO 63103
314-531-7400

The Owner and Architect amend the Agreement as follows:
Exhibit A revised 11/19/2024
Exhibit B revised 11/19/2024
Exhibit C revised 11/19/2024

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
See Exhibit A

Schedule Adjustment:
See Exhibit C

SIGNATURES:

JEMA, LLC	City of St. Charles, Missouri	ksh
ARCHITECT *(Firm name)*	**OWNER** *(Firm name)*	
	DocuSigned by: Daniel J. Borgmeyer	DocuSigned by: Kimberly Hudson 12/19/2024
SIGNATURE	**SIGNATURE**	Kimberly Hudson DS
John Mueller, AIA Managing Partner	Daniel J. Borgmeyer Mayor	City Clerk.
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	
12/02/2024	12/19/2024	
DATE	**DATE**	

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CERTIFICATE OF DIRECTOR OF FINANCE

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

DocuSigned by:
Jennifer O'Connor 12/10/2024
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Director of Finance Date
Jennifer O'Connor

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PROJECTS

Base Contract

Fire Station No. 2 [new construction]: 2000 Fairgrounds Road St. Charles, MO 63303
Completed
Fire Station No. 3 [new construction]: 2917 Elm Street St. Charles, MO 63301
Completed
Police Department [renovation and addition]: 1781 Zumbehl Road St Charles, MO 63303
Completed
Courts [relocation and renovation]:
Scope removed previous revision

Additional Services Contract

Fire Station No. 1 [roofing specification]: 911 N 6th Street St Charles, MO 63301
Scope completed
City Hall [relocation and/or renovation, and site studies]: various sites.
Scope completed
City Centre Complex:

a. City Hall - ACF Building 93
    i. Pocket Park Water Feature
b. City Centre Public Amenities – Building 92 (BH Office Building) or Building 93 (Sawtooth Building) – Concept Design phase
c. City Centre Public Amenities (Schematic Design through Construction Administration)
    i. Building 92 (BH Building) Recreation and Senior Center
    ii. Building 93 (Sawtooth Building) Farmer's Market

SCOPE OF WORK

Base Contract

Fire Station No. 2:
Completed
Fire Station No. 3:
Completed
Police Department:
Completed
Courts:
Scope removed previous revision.

Additional Services Contract

Fire Station No. 1 [renovation and addition]:
Scope removed previous revision.
Fire Station No. 5 [renovation and addition]:
Scope removed previous revision.
City Hall [relocation and/or renovation, and site studies]: various sites.

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Scope completed

City Centre Complex:

a. City Hall (Schematic Design through Construction Administration)
   iii. 3 Story 70,000 gsf City Hall program
   iv. 2 Level - 210 structured parking spaces
   v. Retail (facing Main Street)
   vi. Pocket Park
   vii. Pocket Park Water feature by SWT
b. City Centre Public Amenities (Concept Design) to include: Site and Floor Plans, Illustrative Renderings and Coordination with Navigate for Cost Estimate.
   i. Recreation Center
   ii. Senior Center
   iii. ~~Daycare~~
   iv. Pocket Park Water Feature $600,00.00 (cost within City Hall construction budget)
c. City Centre Public Amenities (Schematic Design through Construction Administration)
   i. Building 92 (BH Building) Recreation and Senior Center
   ii. Building 93 (Sawtooth Building) Farmer's Market

SCHEDULE:

Base Contract

Fire Station 2:
Completed
Fire Station 3:
Completed
Police Department:
Completed
Courts:
Scope removed previous revision

Additional Services Contract

Fire Station No. 1 [roofing specification]:
Completed
Fire Station No. 5 [renovation and addition]:
Scope removed previous revision.
City Hall [relocation and/or renovation, and site studies]: various sites.
Scope completed
City Centre Public Amenities: Refer to Attached Exhibit C Schedule by Navigate Building Solutions

CONSTRUCTION BUDGET:

Base Contract Construction Budget Total:

Fire Station 2:
Completed
Fire Station 3:

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Completed

Police Department:

Completed

Courts:

Scope removed previous revision

Additional Services Contract Construction Budget Total:

Fire Station No. 1 [roofing specification]:

Completed

City Hall [relocation and/or renovation, and site studies]: various sites.

Completed

City Centre Complex:

a. City Hall: $47,082,179.00 Construction budget
   i. Pocket Park Water Feature $600,00.00 (cost within City Hall construction budget)
b. City Centre Public Amenities:
   i. Building 92 (BH Building) Recreation and Senior Center: $16,525,979.00 Construction Budget
   ii. Building 93 (Sawtooth Building) Farmer's Market: $6,905,635.00 Construction Budget

COMPENSATION:

Base Contract

Fire Station 2:

Completed

Fire Station 3:

Completed

Police Department:

Completed

Courts:

Scope removed previous revision

Additional Services Contract:

Fire Station No. 1 [roofing specification]:

Completed

City Centre Complex:

a. City Hall: (Architectural and Engineering fees based off $47,082,179.00 Construction budget) = **$3,885,000.00 (Three million eight hundred and eighty-five thousand dollars.)**
   i. SWT consulting landscape architect's fee for Pocket Park Water Feature: Refer to attached change order for $28,000.00 **(Twenty-eight thousand dollars.)**
b. City Centre Public Amenities: (Architectural Design fees for Schematic Design) = **$50,000.00 (Fifty Thousand Dollars.)**

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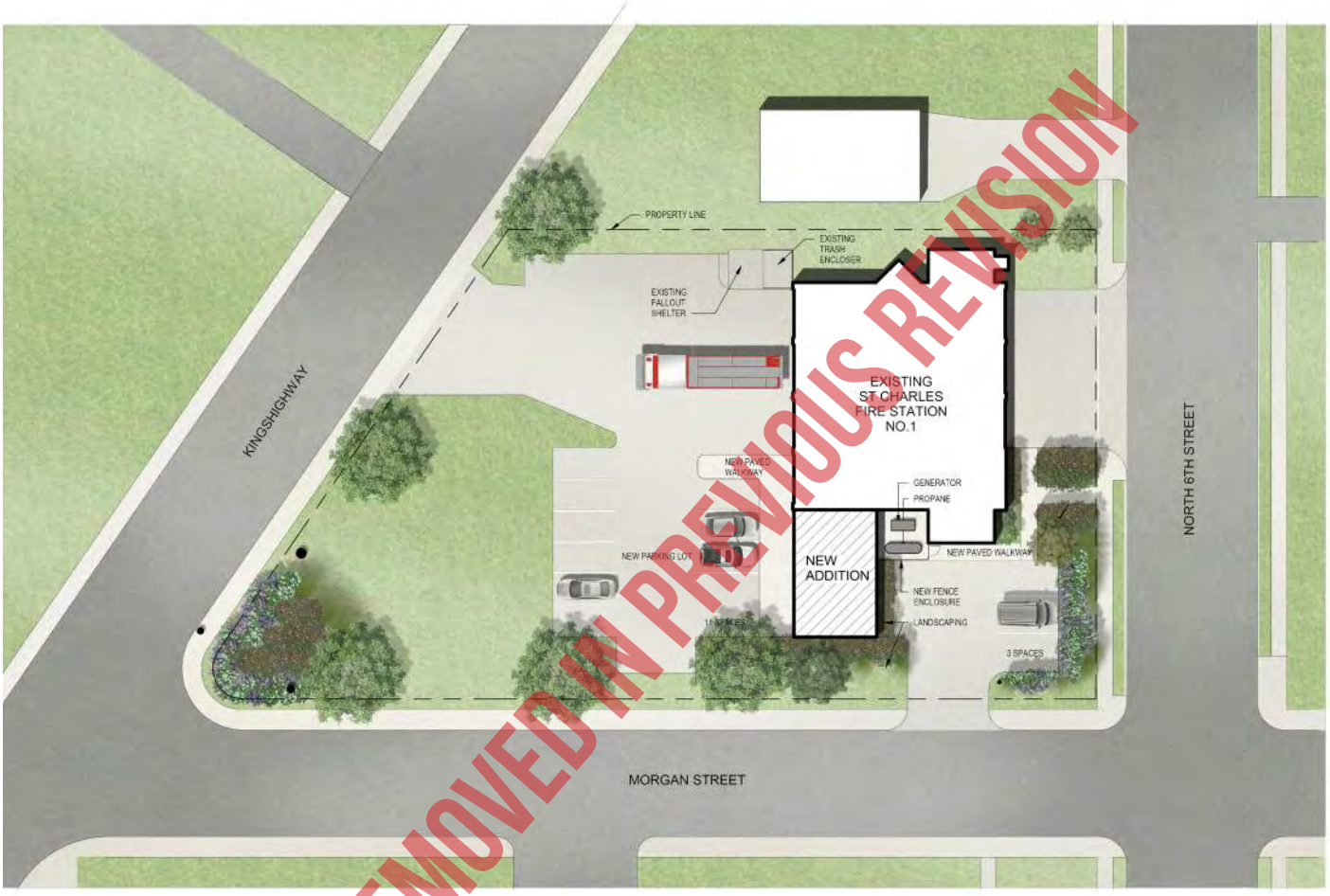
c. City Centre Public Amenities Recreation and Senior Center Building 92 (BH Building): (Schematic Design through Construction Administration) Architectural and Engineering fees based off $16,525,979.00 Construction budget **= $1,404,710.00 (one million four hundred and four thousand seven hundred ten dollars.)**

d. City Centre Public Amenities Building 93 (Sawtooth Building) Farmer's Market: (Schematic Design through Construction Administration) Architectural and Engineering fees based off $6,905,635.00 Construction budget = **$587,000.00 (Five hundred eighty seven thousand dollars.)**

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FIRE STATION NO. 1

PROPOSED RENOVATION AND ADDITION

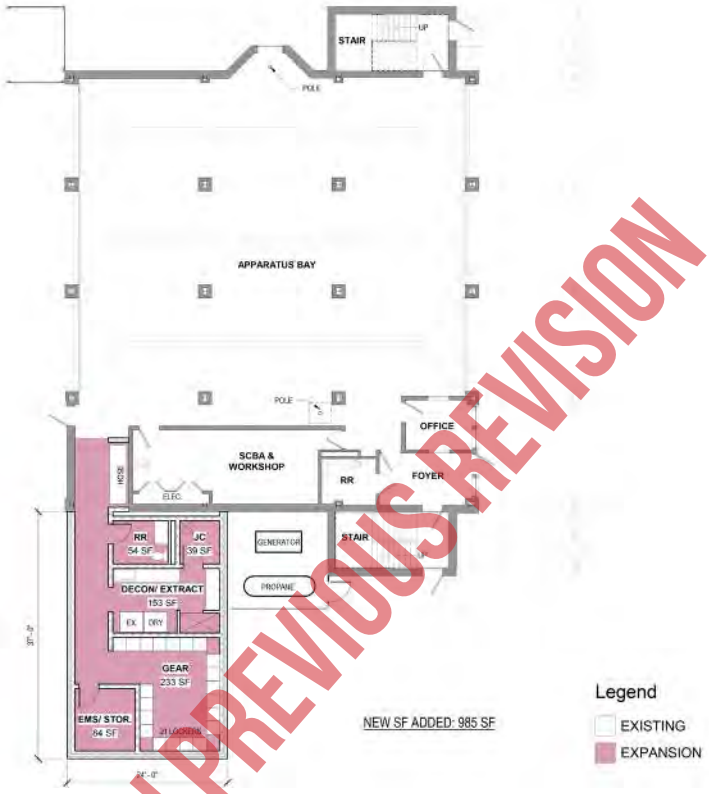


SCOPE REMOVED IN PREVIOUS REVISION

SITE PLAN

The proposed Fire Station No. 1 design includes a first floor addition and full renovation of the second floor. The first floor addition will include gear turnout lockers, EMS storage and a decontamination and gear extractor room. Additionally, all windows, apparatus bay doors, roofing and interior lighting are to be replaced. The second floor renovation will include 7 private bunk rooms and 4 private full baths able to handle three shifts. Also, a new kitchen, remodeled dining and day room as well as a reconfigured improved fitness room are included.

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LEVEL 1 - FLOOR PLAN

SCOPE REMOVED IN PREVIOUS REVISION



LEVEL 2 - FLOOR PLAN

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FIRE STATION NO. 2

PROPOSED NEW STATION



SITE PLAN

SCOPE COMPLETED

Fire Station No. 2 is a new state of the art building relocated on a more convenient site to be determined near the convention center. This station will house 2 apparatus bays and 6 private bunk rooms with the ability to provide a level of protection and security to the community exceeding the current standards.

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SCOPE COMPLETED

LEVEL 1 - FLOOR PLAN

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FIRE STATION NO. 3
PROPOSED NEW STATION



SITE PLAN

Fire Station No. 3 is a new state of the art building. This station will be rebuilt on the current No. 3 site. Similar to the new Fire Station No. 2, this station will house 2 apparatus bays and 6 private bunk rooms with the ability to provide a level of protection and security to the community exceeding the current standards.

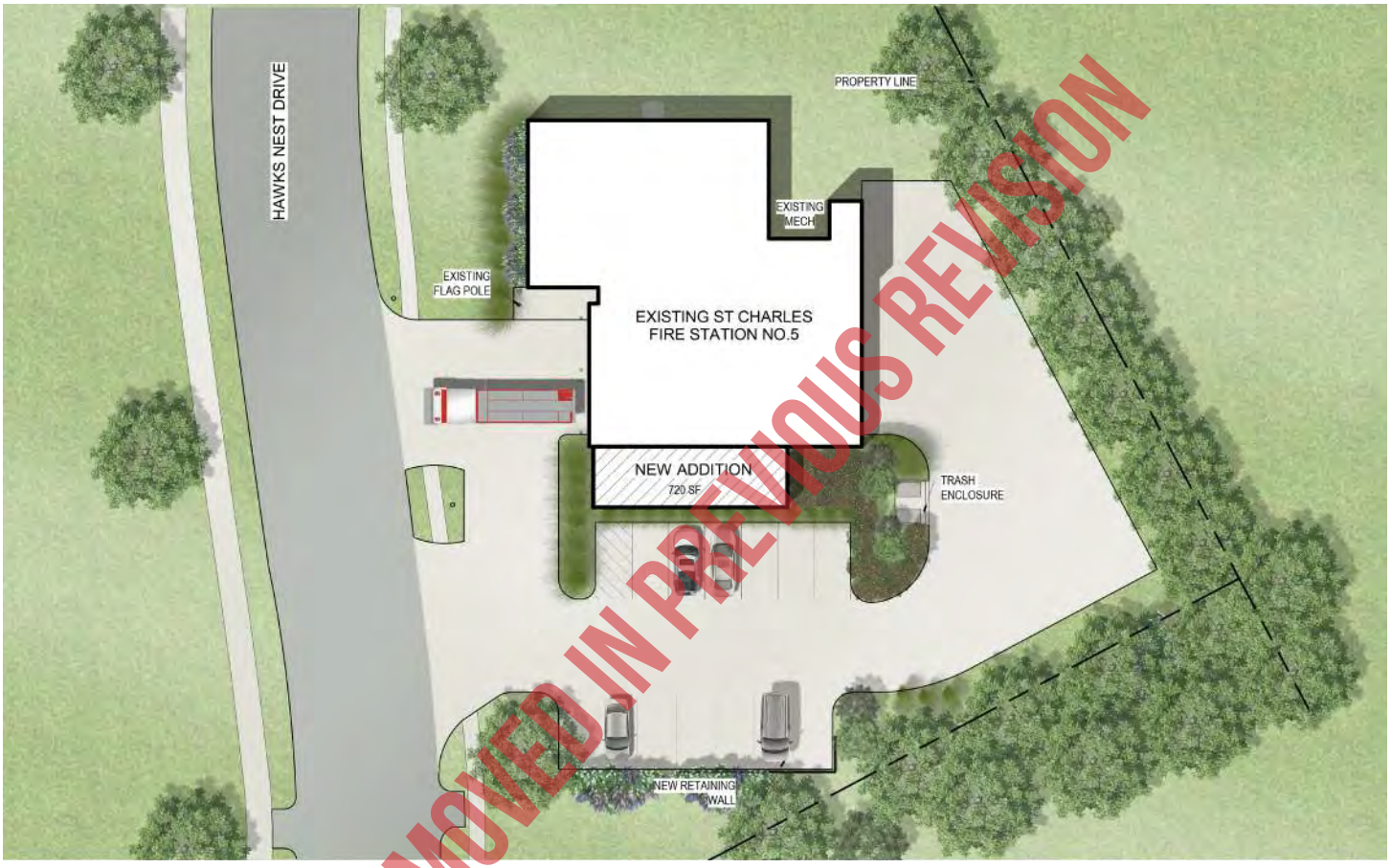
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LEVEL 1 - FLOOR PLAN

Docusign Envelope ID: 7F57128E-F341-4D74-B7D8-908CCCF3157A

FIRE STATION NO. 5
PROPOSED RENOVATION AND ADDITION



SCOPE REMOVED IN PREVIOUS REVISION

SITE PLAN

Fire Station No. 5 encompasses a first floor addition and full renovation of the living quarters. The first floor addition will include a work room, SCBA storage, a decontamination room with gear extractor, and new gear turnout lockers. The first floor renovated areas will include 6 private bunk rooms, 3 private full baths able to handle three shifts, and all new offices and renovated kitchen. The dining and day room will also be fully renovated. Also included is a new laundry room in the existing basement.

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Legend
- EXISTING
- EXPANSION
- RENOVATION

NEW SF ADDED: 720 SF

RENOVATION: 2,980 SF

LEVEL 1 - FLOOR PLAN

SCOPE REMOVED IN PREVIOUS REVISION

GENERAL NOTES: SD PRICING FLOOR PLAN

1. ALL BATHROOMS TO HAVE CERAMIC OR PORCELAIN TILE AND QUARTZ COUNTERTOPS.
2. KITCHEN TO HAVE QUARTZ COUNTERTOPS.
3. LIVING SPACES TO HAVE LVT FLOORING THROUGHOUT. BUNK ROOMS TO HAVE CARPET.



Legend
- EXISTING
- EXPANSION
- RENOVATION

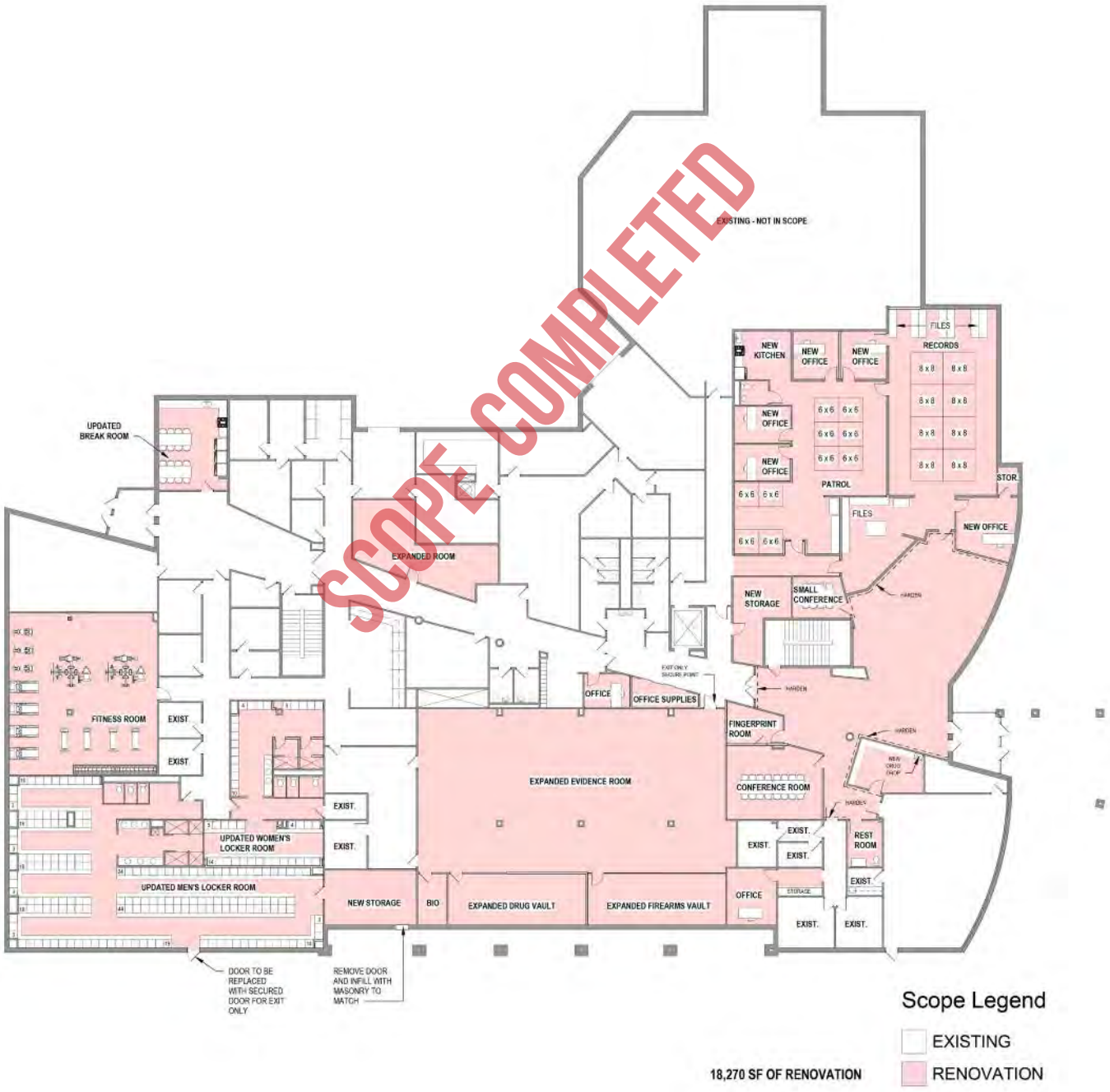
RENOVATION: 73 SF

LOWER LEVEL - FLOOR PLAN

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POLICE STATION
PROPOSED RENOVATION

7. AND NEW APPLIANCES AS SHOWN ON PLANS.
8. ALL LOCKER ROOMS TO INCLUDE NEW LOCKERS AND BENCHES TO MATCH EXISTING. TILE FLOORING, ACOUSTIC CEILING TILES AND GRID TO MATCH EXISTING OR TO BE REPLACED AND EXPANDED WITH NEW LED LIGHTING.
9. FITNESS ROOM TO HAVE RESILIENT ATHLETIC FLOORING, ACOUSTIC TILE CEILING AND NEW LED LIGHTING. FITNESS EQUIPMENT TO BE RELOCATE FROM PREVIOUS LOCATION.
10. NEW OFFICES, OPEN OFFICE AREAS, FILING, CONFERENCE ROOMS TO BE CARPETED WITH ACOUSTIC TILE CEILINGS AND NEW LED LIGHTING.
11. LOBBY WALLS TO BE HARDENED AS NOTED ON PLAN AT SECURE LOCATIONS.
12. STORAGE, EVIDENCE AND VAULT ROOM FINISHES TO MATCH EXISTING.



LEVEL 1 PLAN

Docusign Envelope ID: 7F57128E-F341-4D74-B7D8-908CCCF3157A

POLICE STATION
PROPOSED RENOVATION

7. AND NEW APPLIANCES AS SHOWN ON PLANS.
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11. STORAGE, EVIDENCE AND VAULT ROOM FINISHES TO MATCH EXISTING.

SCOPE COMPLETED



Scope Legend

EXISTING

RENOVATION

1,994 SF OF RENOVATION

LEVEL 2 PLAN

Docusign Envelope ID: 7F57128E-F341-4D74-B7D8-908CCCF3157A

COURTS
PROPOSED PROGRAM

ST. CHARLES CITY COURTS PROGRAM

	PROPOSED				EXISTING			NEW W/O GROSS-UP
ROOM	QUANTITY	SIZE	AREA (SF)		SIZE	AREA (SF)	TOTAL AREA	AREA (SF)
COURT ROOM	2	46' X 26'	2,392	50 PEOPLE/ EA	47'-7" X 28'-2"	1340.26	1340.26	2,880
JUDGES OFFICE	1	10' X 12'	120		14' X 9'	126	126	140
BREAK ROOM	1	12' X 14'	168		14' X 12'	168	168	252
KITCHEN	1	IN BRK RM			IN BRK RM		0	
ATTORNEY'S LOUNGE	1				CONF RM?		0	
CONFERENCE ROOM	1	12' X 24'	288		11'-9" X 23'-1"	271.23	271.23	288
HIGH DENSITY STORAGE	1	12' X 16'	192		10'-10" X 14'-7"	157.99	157.99	192
COURT ADMINISTRATOR OFFICE	1	10' X 12'	120		9'-2" X 13'-10"	126.81	126.81	140
OPEN OFFICE	1	20' X 40'	800		23'-3" X 48'	1116	1116	800
COPY/ WORK ROOM	1	8' X 14'	112		7'-10" X 13'-10"	108.36	108.36	112
COURT OFFICE FILE ROOM	1	10' X 12'	120		NEW		0	120
GENERAL STORAGE/ FILING ROOM	1				IN OPEN OFFICE		0	
PROSECUTORS OFFICE	1	10' X 12'	120		10'-3" X 14'-4"	146.92	146.92	140
PROSECUTOR'S ASSISITANT'S OFFICE	1	10' X 12'	120		?		0	120
WAITING ROOM	1	12' X 12'	144		10'-3" X 13'-2"	134.96	134.96	240
FRONT DESK TELLERS (5)	1	8' X 20'	160		7'-0" X 22'	154	154	160
PROBATION OFFICE	1	10' X 12'	120		15' X 15'	225	225	140
VICTIM/ WITNESS ROOM	1	10' X 12'	120		9' X 10'	90	90	120
COURT LOBBY	1	30' X 40'	1,200		30' X 40'	1200	1200	1,200
BATHROOMS	4	6' X 8'	192		5'-10" X 8'-4"	48.61	194.44	48
LOBBY SECURITY OFFICE					NEW		0	
LOBBY KIOSK					IN LOBBY		0	
LOBBY DROPBOX					IN LOBBY		0	
SAFE					AT DESK		0	
			6,488				5559.97	7,092
CIRCULATION FACTOR	20.00%		1,297.60				300.00	
PARKING FOR PUBLIC			100 SPACES					
SECURE PARKING FOR STAFF			15-20 SPACES					
TOTAL BUILDING AREA	24		7,785.60				5,859.97	7,092.00

SCOPE COMPLETED

PROGRAM

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COURTS
PROPOSED PROGRAM

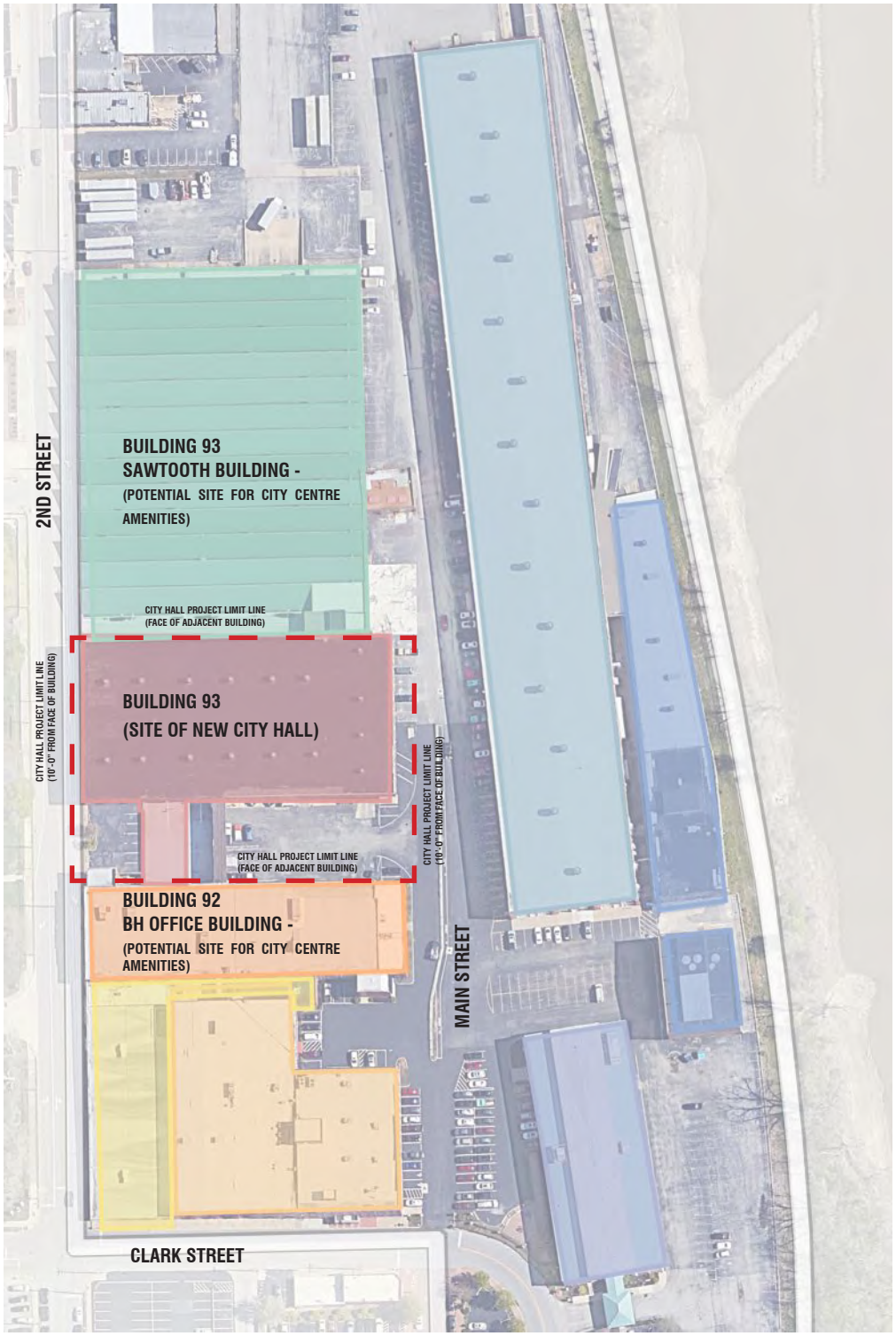


SCOPE REMOVED IN PREVIOUS REVISION

PROGRAM AND ADJACENCY PLAN DIAGRAM SCOPE REMOVED IN PREVIOUS REVISION

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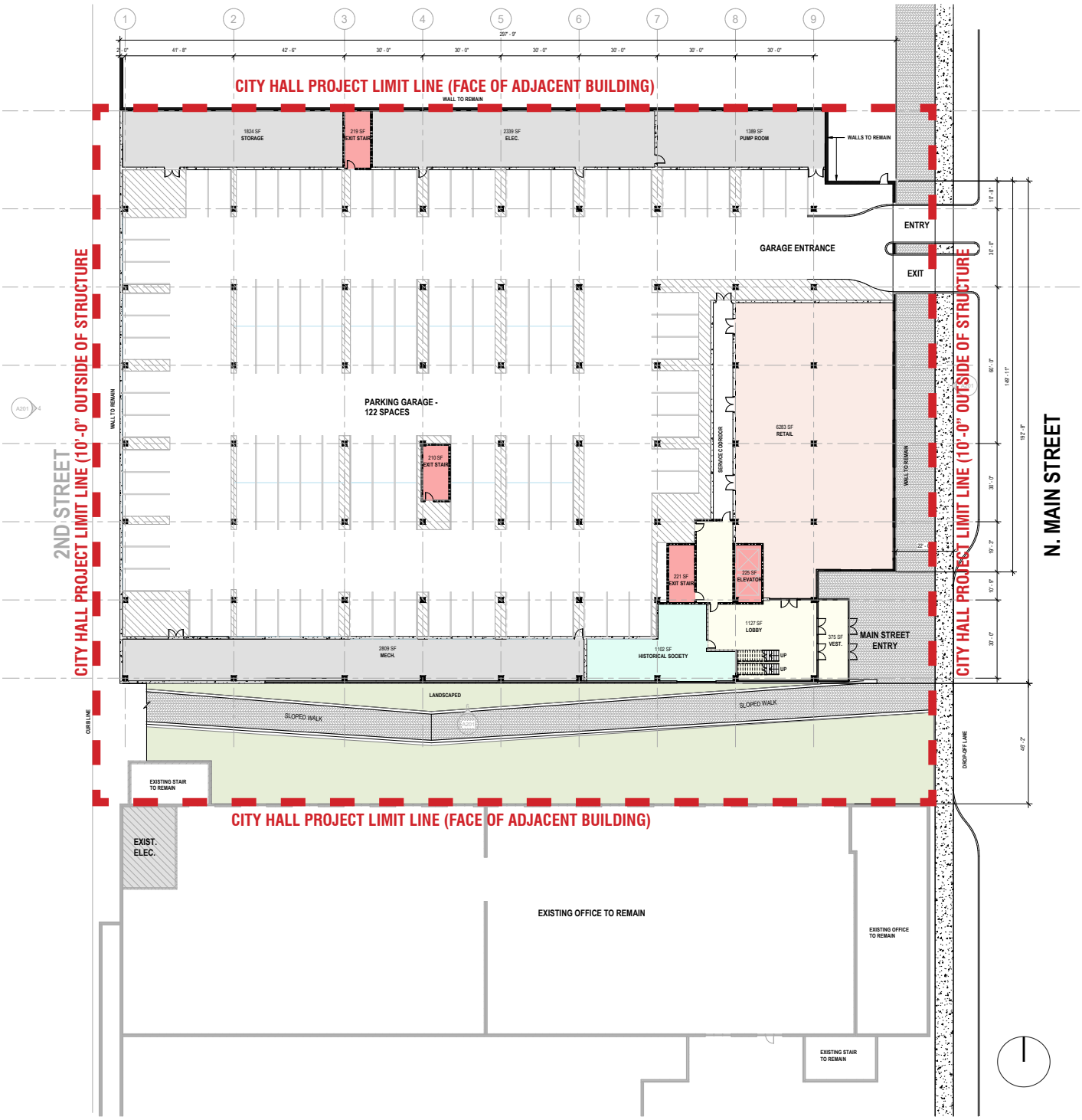
CITY CENTRE COMPLEX
ACF DISTRICT



ACF DISTRICT SITE PLAN

Docusign Envelope ID: 7F57128E-F341-4D74-B7D8-908CCCF3157A

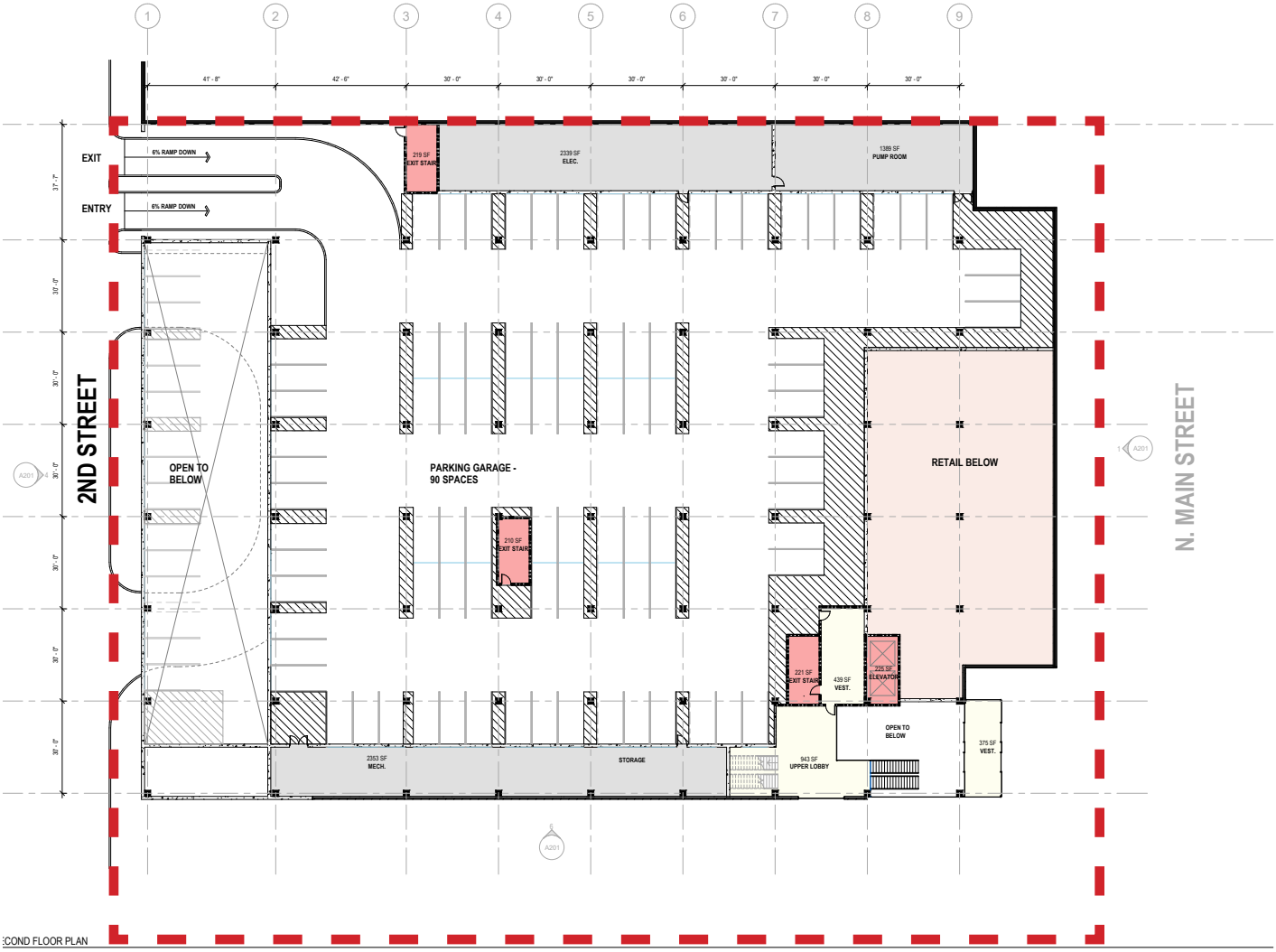
CITY CENTRE COMPLEX
ACF DISTRICT



CITY HALL - PARKING LEVEL 1 - FROM MAIN STREET

Docusign Envelope ID: 7F57128E-F341-4D74-B7D8-908CCCF3157A

CITY CENTRE COMPLEX
ACF DISTRICT



:COND FLOOR PLAN

CITY HALL - PARKING LEVEL 2 - FROM 2ND STREET

Docusign Envelope ID: 7F57128E-F341-4D74-B7D8-908CCCF3157A

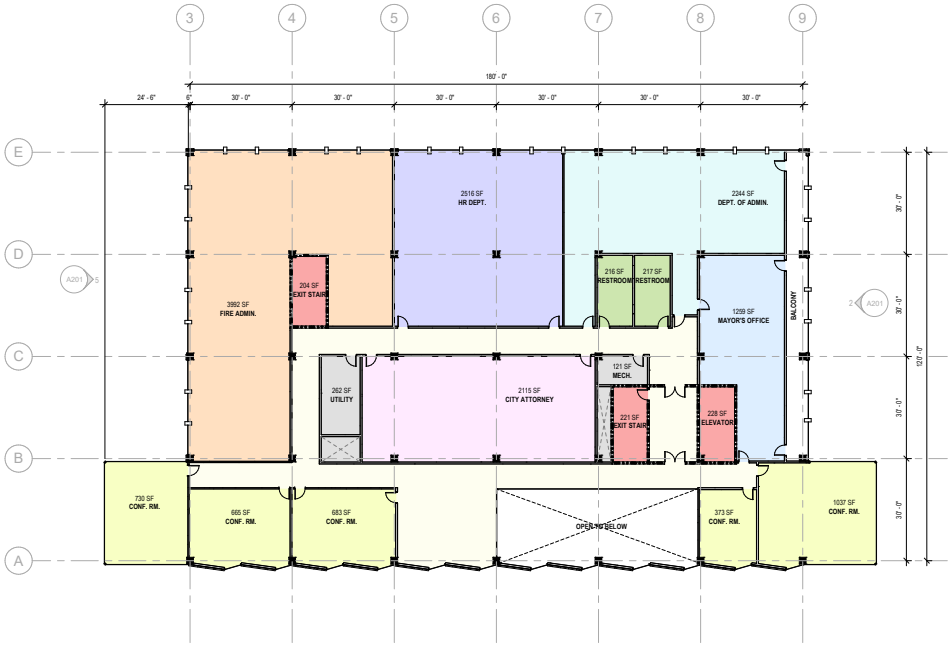
CITY CENTRE COMPLEX
ACF DISTRICT



CITY HALL - LEVEL 1

Docusign Envelope ID: 7F57128E-F341-4D74-B7D8-908CCCF3157A

CITY CENTRE COMPLEX
ACF DISTRICT



Y HALL - THIRD FLOOR PLAN
6" = 1'-0"



Y HALL - SECOND FLOOR PLAN

CITY HALL - LEVELS 2-3

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CITY CENTRE COMPLEX
ACF DISTRICT





CITY HALL - FROM MAIN STREET

Docusign Envelope ID: 7F57128E-F341-4D74-B7D8-908CCCF3157A

CITY CENTRE COMPLEX
ACF DISTRICT





CITY HALL - FROM MAIN STREET

Docusign Envelope ID: 7F57128E-F341-4D74-B7D8-908CCCF3157A

CITY CENTRE COMPLEX
ACF DISTRICT



CITY HALL - PUBLIC ENTRY



CITY HALL - HISTORICAL SOCIETY

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CITY CENTRE COMPLEX
ACF DISTRICT





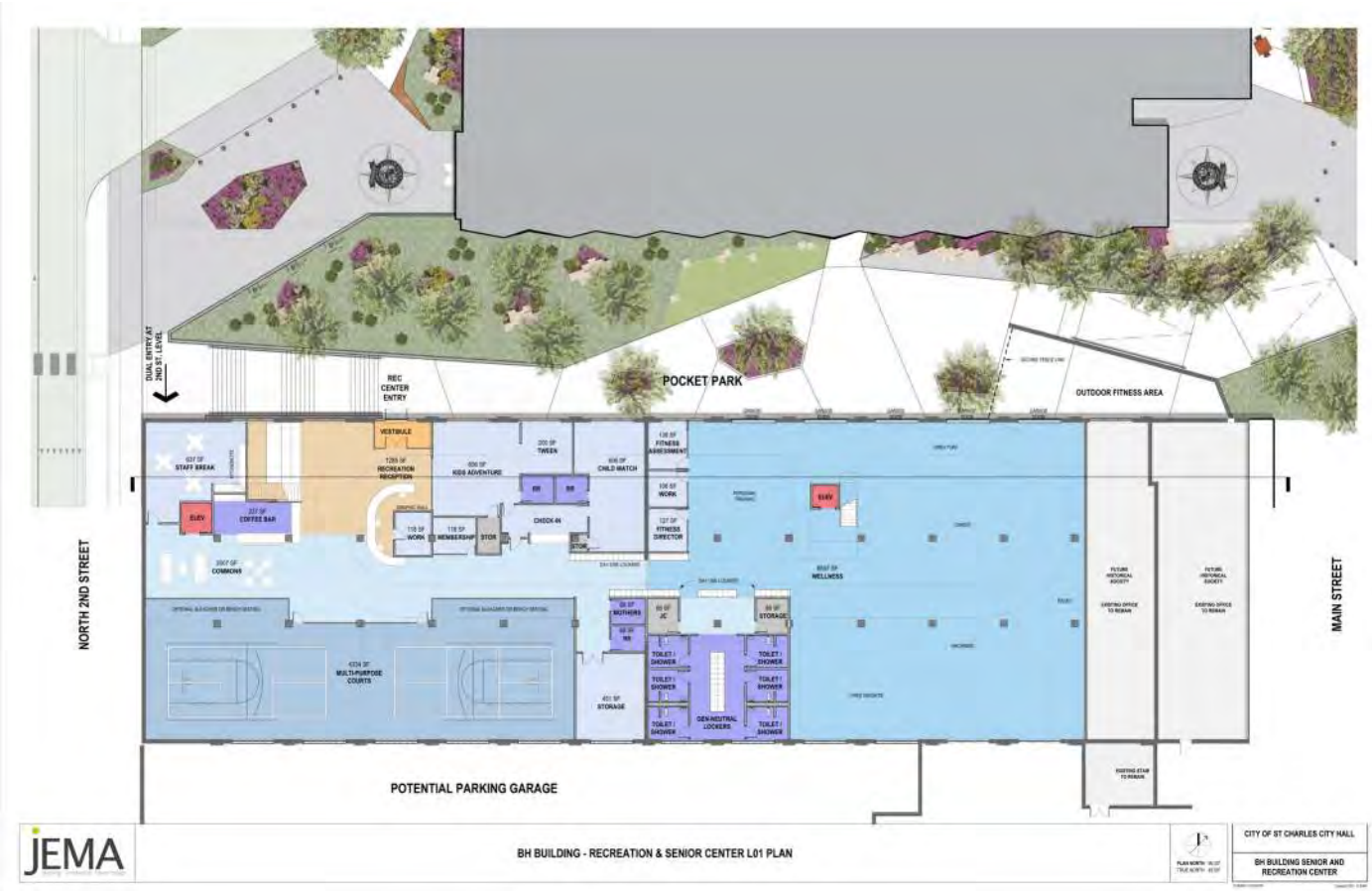
CITY HALL - PUBLIC LOBBY

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CITY CENTRE COMPLEX

ACF DISTRICT





RECREATION AND SENIOR CENTER LEVELS 1 & 2

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CITY CENTRE COMPLEX
ACF DISTRICT





RECREATION AND SENIOR CENTER

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CITY CENTRE COMPLEX
ACF DISTRICT





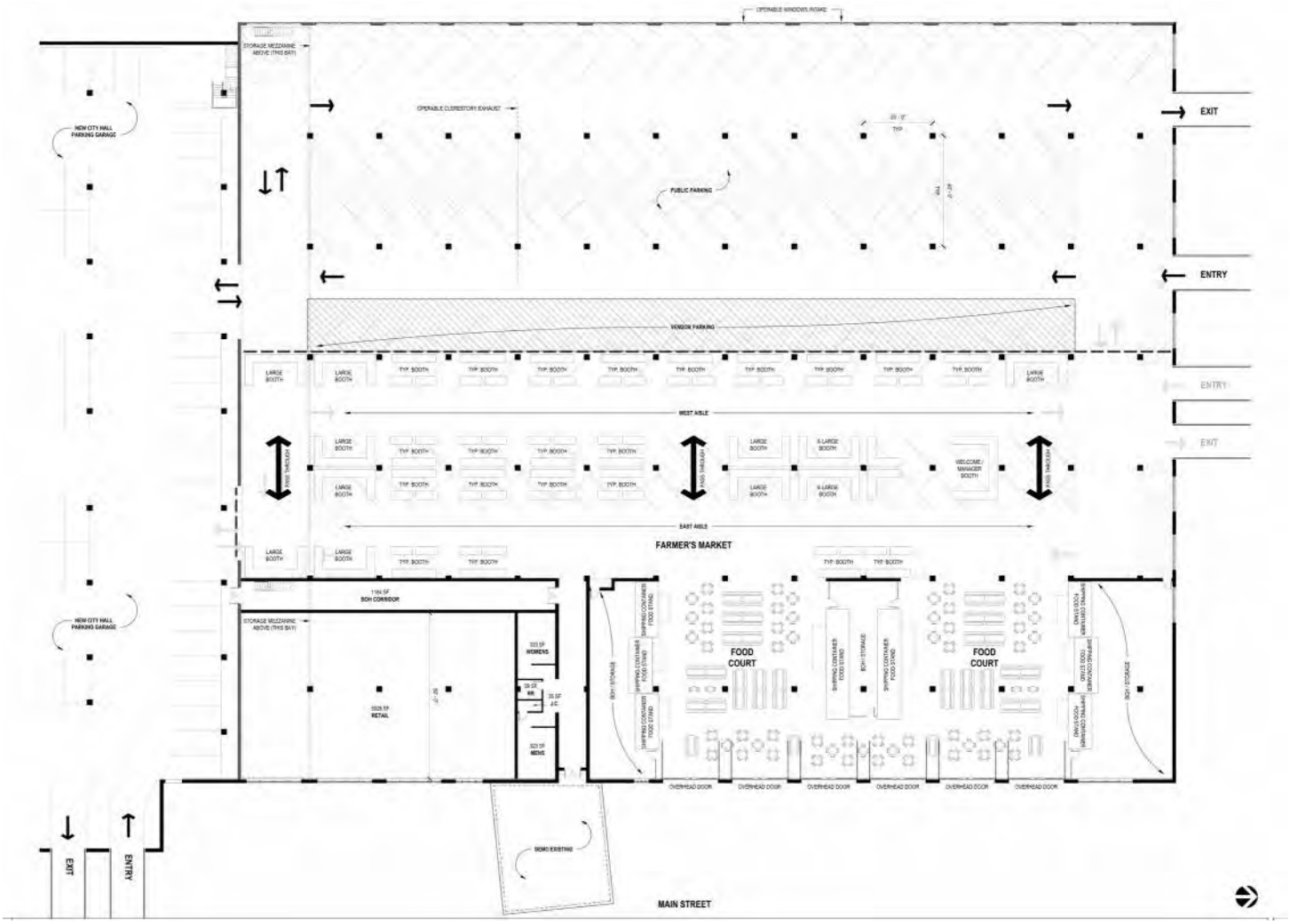
RECREATION AND SENIOR CENTER

Docusign Envelope ID: 7F57128E-F341-4D74-B7D8-908CCCF3157A

CITY CENTRE COMPLEX
ACF DISTRICT



EAST ELEVATION



FLOOR PLAN

SAWTOOTH - FARMER'S MARKET

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St. Charles City Hall
Preconstruction Schedule
11/19/24

	Duration	*Start*	*Finish*	*Responsible Party*
Senior / Rec Center Design, Bidding, Award				
Senior / Rec Center Design				
JEMA / NAVIGATE Fee Proposals			11/19/24	
City Council Approval			12/03/24	
Present Conceptual Design to City Council			12/10/24	
Schematic Design	6w	01/11/25	02/25/25	JEMA
--Pause until City Hall bids received and incorporated into budget--			04/01/25	
Design Development	12w	04/07/25	07/01/25	JEMA
Publish DD Documents			07/01/25	JEMA
NAVIGATE Estimate	3w	07/02/25	07/24/25	NAVIGATE
Construction Documents	12w	07/25/25	10/20/25	
Publish CD Documents			10/20/25	JEMA
NAVIGATE Constructability Review	2w	10/21/25	11/04/25	NAVIGATE
Permitting				
Submit for Permitting			10/21/25	JEMA
Receive Permit Review Comments	2w	10/22/25	11/04/25	City, FD
Incorporate Permit Comments & Const Review into Bid Set	1w	11/04/25	11/11/25	JEMA
Senior / Rec Center Bidding, Contract Approval				
Advertise Request for Qualifications			09/22/25	City, NAVIGATE
GC Qualification Submission Period	2w	09/23/25	10/06/25	Potential Bidders
GC Qualification Review, Approval, Notification	1w	10/07/25	10/14/25	NAVIGATE, City, JEMA
Publish Bid Documents			11/12/25	JEMA
Bid Period for Prequalified Bidders	4w	11/12/25	12/09/25	Bidders, JEMA
Bids Due			12/09/25	Bidders
Bid Evaluation, Selection, Recommendation	5d	12/09/25	12/16/25	NAVIGATE / City / JEMA
Submit for Council Packet	2w prior		11/04/25	City
Request Approval of Contractor at Council Meeting #1			11/18/25	City Council (1st and 3rd Tues)
Construction	13m	12/11/25	01/15/27	General Contractor
Substantial Completion			**01/15/27**	General Contractor
Final Completion		01/16/27	02/15/27	General Contractor
Owner FFE, Move In		02/16/27	03/16/27	City
Open for Operations			03/16/27	City

AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
City of St. Charles - City Centre Complex

AGREEMENT INFORMATION:
Date: October 13, 2021

AMENDMENT INFORMATION:
Amendment Number: 01

Date: May 1, 2024

OWNER: *(name and address)*
City of St. Charles, Missouri

ARCHITECT: *(name and address)*
JEMA, LLC

The Owner and Architect amend the Agreement as follows:
Exhibit A revised 4/8/24
Exhibit B revised 4/8/24

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
See Exhibit A

Schedule Adjustment:

SIGNATURES:

JEMA, LLC	City of St. Charles, Missouri
ARCHITECT *(Firm name)*	OWNER *(Firm name)*
SIGNATURE	DocuSigned by: Daniel J. Borgmeyer 8938AFB1A1BD439... SIGNATURE
John Mueller, Managing Partner	Daniel J. Borgmeyer Mayor
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
May 1, 2024	7/18/2024
DATE	DATE

DS

7/18/2024

DocuSigned by: Kimberly Hudson 70E399BA7AAF426...

Kimberly Hudson City Clerk 7/18/2024

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User Notes: (3B9ADA43)

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CERTIFICATE OF DIRECTOR OF FINANCE

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

DocuSigned by:
Jennifer O'Connor
C5FB3E8A40BE40D...

7/8/2024

Director of Finance
Jennifer O'Connor

Date

Docusign Envelope ID: 7F57128E-F341-4D74-B7D8-908CCCF3157A

PROJECTS

Base Contract

Fire Station No. 2 [new construction]: 2000 Fairgrounds Road St. Charles, MO 63303
Completed
Fire Station No. 3 [new construction]: 2917 Elm Street St. Charles, MO 63301
Completed
Police Department [renovation and addition]: 1781 Zumbehl Road St Charles, MO 63303
Completed
Courts [relocation and renovation]:
Scope removed previous revision

Additional Services Contract

Fire Station No. 1 [roofing specification]: 911 N 6th Street St Charles, MO 63301
Scope completed
City Hall [relocation and/or renovation, and site studies]: various sites.
Scope completed
City Centre Complex:

a. City Hall - ACF Building 93
b. City Centre Public Amenities – Building 92 (BH Office Building) or Building 93 (Sawtooth Building)

SCOPE OF WORK

Base Contract

Fire Station No. 2:
Completed
Fire Station No. 3:
Completed
Police Department:
Completed
Courts:
Scope removed previous revision.

Additional Services Contract

Fire Station No. 1 [renovation and addition]:
Scope removed previous revision.
Fire Station No. 5 [renovation and addition]:
Scope removed previous revision.
City Hall [relocation and/or renovation, and site studies]: various sites.
Scope completed
City Centre Complex:

a. City Hall (Schematic Design through Construction Administration)
    i. 3 Story 70,000 gsf City Hall program
    ii. 2 Level - 210 structured parking spaces

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iii. Retail (facing Main Street)
iv. Pocket Park

b. City Centre Public Amenities (Concept Design) to include: Site and Floor Plans, Illustrative Renderings and Coordination with Navigate for Cost Estimate.
i. Recreation Center
ii. Senior Center
iii. Daycare

SCHEDULE:

Base Contract

Fire Station 2:
Completed
Fire Station 3:
Completed
Police Department:
Completed
Courts:
Scope removed previous revision

Additional Services Contract

Fire Station No. 1 [roofing specification]:
Completed
Fire Station No. 5 [renovation and addition]:
Scope removed previous revision.
City Hall [relocation and/or renovation, and site studies]: various sites.
Scope completed

CONSTRUCTION BUDGET:

Base Contract Construction Budget Total:

Fire Station 2:
Completed
Fire Station 3:
Completed
Police Department:
Completed
Courts:
Scope removed previous revision

Additional Services Contract Construction Budget Total:

Fire Station No. 1 [roofing specification]:
Completed
City Hall [relocation and/or renovation, and site studies]: various sites.
Completed

Docusign Envelope ID: 7F57128E-F341-4D74-B7D8-908CCCF3157A

City Centre Complex:

a. City Hall: $47,082,179.00 Construction budget
b. City Centre Public Amenities: $10,000,000.00 Construction budget

COMPENSATION:

Base Contract

Fire Station 2:
Completed
Fire Station 3:
Completed
Police Department:
Completed
Courts:
Scope removed previous revision

Additional Services Contract:

Fire Station No. 1 [roofing specification]:
Completed

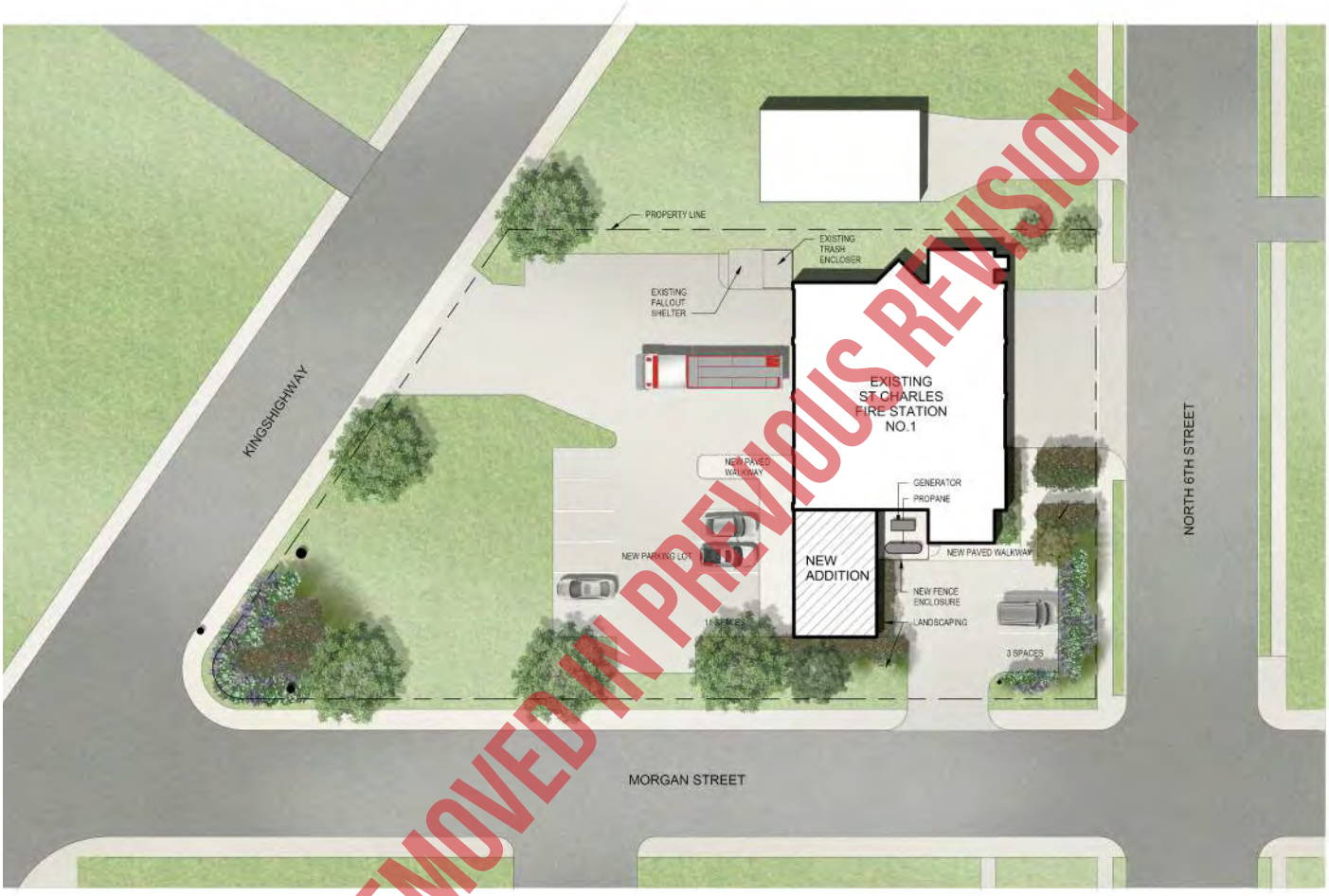
City Centre Complex:

a. City Hall: (Architectural and Engineering fees based off $47,082,179.00 Construction budget) = **$3,885,000.00 (Three million eight hundred and eighty-five thousand dollars.**)
b. City Centre Public Amenities: (Architectural Design fees for Schematic Design) = **$50,000.00 (Fifty Thousand Dollars.)**

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FIRE STATION NO. 1

PROPOSED RENOVATION AND ADDITION

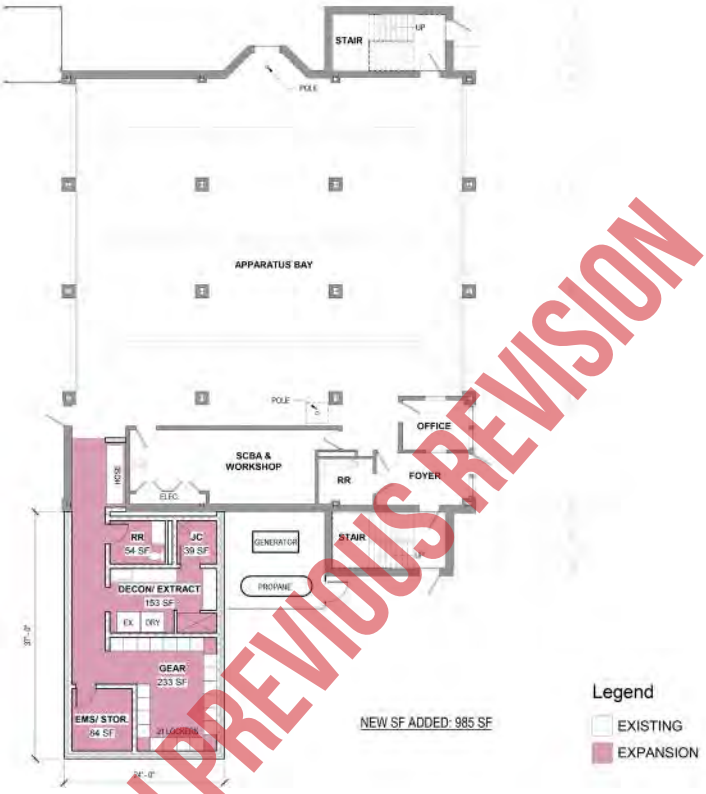


SCOPE REMOVED IN PREVIOUS REVISION

SITE PLAN

The proposed Fire Station No. 1 design includes a first floor addition and full renovation of the second floor. The first floor addition will include gear turnout lockers, EMS storage and a decontamination and gear extractor room. Additionally, all windows, apparatus bay doors, roofing and interior lighting are to be replaced. The second floor renovation will include 7 private bunk rooms and 4 private full baths able to handle three shifts. Also, a new kitchen, remodeled dining and day room as well as a reconfigured improved fitness room are included.

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LEVEL 1 - FLOOR PLAN

SCOPE REMOVED IN PREVIOUS REVISION



LEVEL 2 - FLOOR PLAN

Docusign Envelope ID: 7F57128E-F341-4D74-B7D8-908CCCF3157A

FIRE STATION NO. 2

PROPOSED NEW STATION



SITE PLAN

SCOPE COMPLETED

Fire Station No. 2 is a new state of the art building relocated on a more convenient site to be determined near the convention center. This station will house 2 apparatus bays and 6 private bunk rooms with the ability to provide a level of protection and security to the community exceeding the current standards.

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LEVEL 1 - FLOOR PLAN

Docusign Envelope ID: 7F57128E-F341-4D74-B7D8-908CCCF3157A

FIRE STATION NO. 3
PROPOSED NEW STATION



SITE PLAN

Fire Station No. 3 is a new state of the art building. This station will be rebuilt on the current No. 3 site. Similar to the new Fire Station No. 2, this station will house 2 apparatus bays and 6 private bunk rooms with the ability to provide a level of protection and security to the community exceeding the current standards.

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LEVEL 1 - FLOOR PLAN

Docusign Envelope ID: 7F57128E-F341-4D74-B7D8-908CCCF3157A

FIRE STATION NO. 5
PROPOSED RENOVATION AND ADDITION



SCOPE REMOVED IN PREVIOUS REVISION

SITE PLAN

Fire Station No. 5 encompasses a first floor addition and full renovation of the living quarters. The first floor addition will include a work room, SCBA storage, a decontamination room with gear extractor, and new gear turnout lockers. The first floor renovated areas will include 6 private bunk rooms, 3 private full baths able to handle three shifts, and all new offices and renovated kitchen. The dining and day room will also be fully renovated. Also included is a new laundry room in the existing basement.

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Legend
- EXISTING
- EXPANSION
- RENOVATION

NEW SF ADDED: 720 SF

RENOVATION: 2,980 SF

LEVEL 1 - FLOOR PLAN

SCOPE REMOVED IN PREVIOUS REVISION

GENERAL NOTES: SD PRICING FLOOR PLAN

1. ALL BATHROOMS TO HAVE CERAMIC OR PORCELAIN TILE AND QUARTZ COUNTERTOPS.
2. KITCHEN TO HAVE QUARTZ COUNTERTOPS.
3. LIVING SPACES TO HAVE LVT FLOORING THROUGHOUT. BUNK ROOMS TO HAVE CARPET.



Legend
- EXISTING
- EXPANSION
- RENOVATION

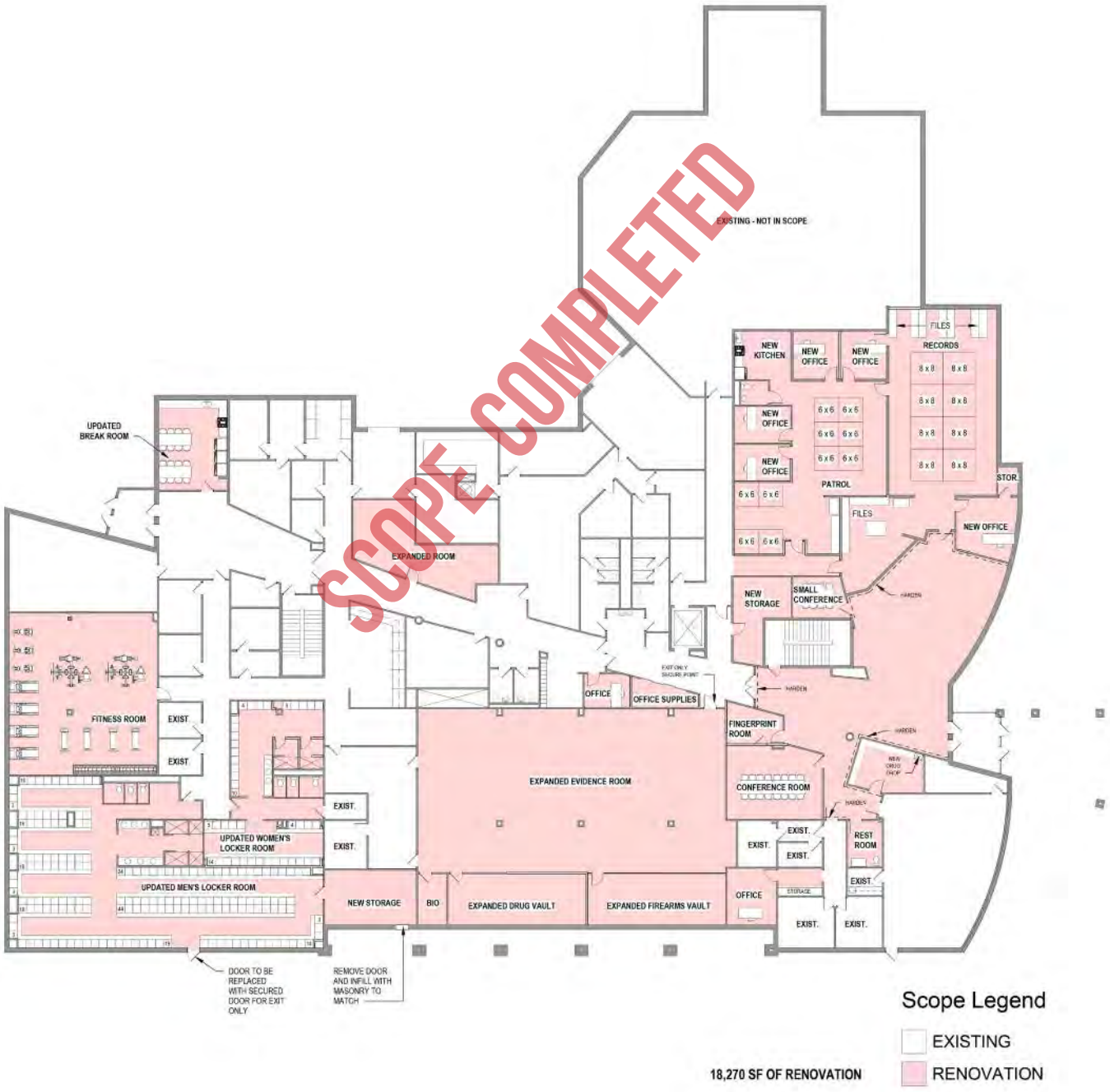
RENOVATION: 73 SF

LOWER LEVEL - FLOOR PLAN

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POLICE STATION
PROPOSED RENOVATION

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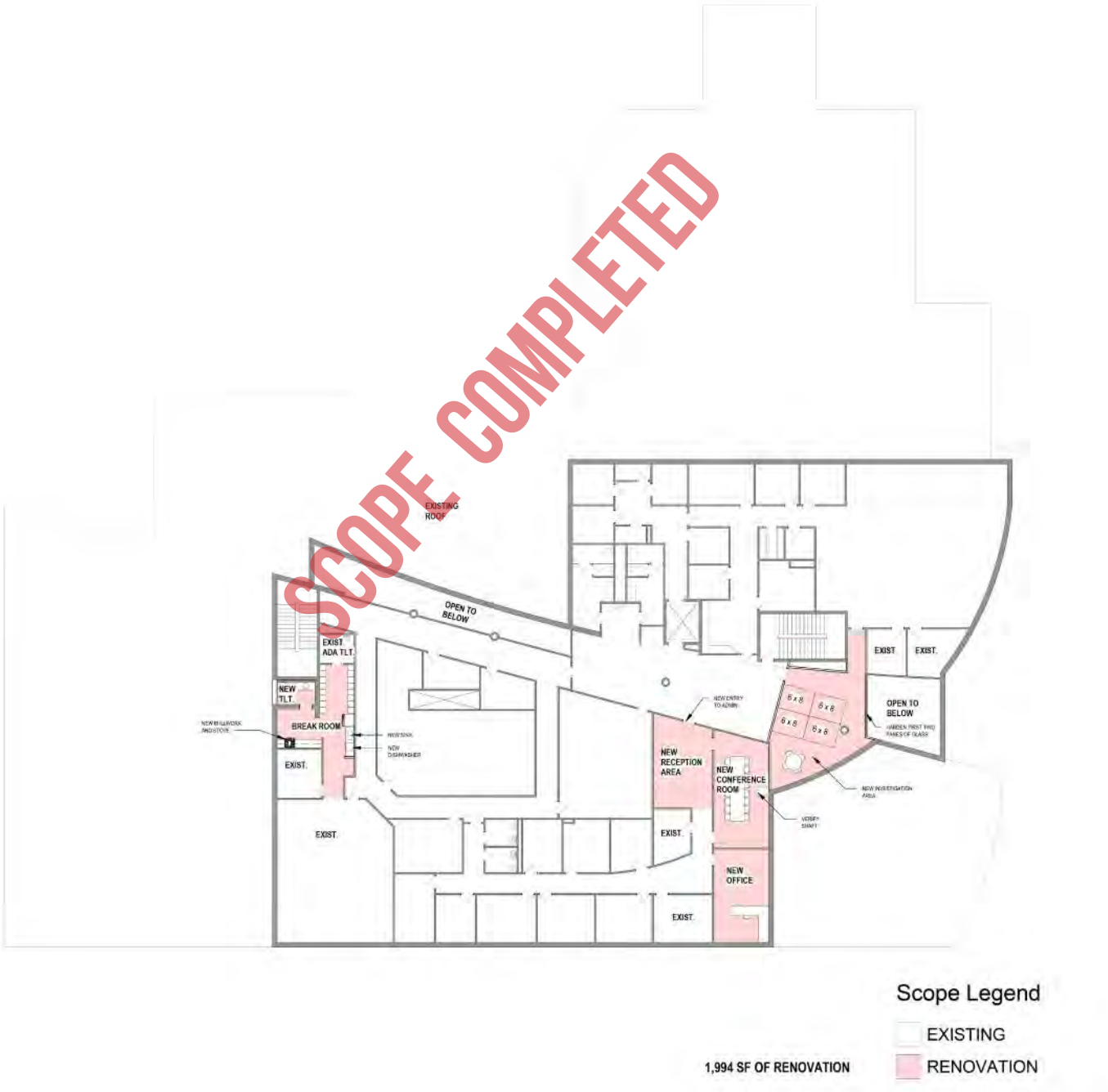


LEVEL 1 PLAN

Docusign Envelope ID: 7F57128E-F341-4D74-B7D8-908CCCF3157A

POLICE STATION
PROPOSED RENOVATION

7. AND NEW APPLIANCES AS SHOWN ON PLANS.
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11. STORAGE, EVIDENCE AND VAULT ROOM FINISHES TO MATCH EXISTING.



LEVEL 2 PLAN

Docusign Envelope ID: 7F57128E-F341-4D74-B7D8-908CCCF3157A

COURTS
PROPOSED PROGRAM

ST. CHARLES CITY COURTS PROGRAM

	PROPOSED				EXISTING			NEW W/O GROSS-UP
ROOM	QUANTITY	SIZE	AREA (SF)		SIZE	AREA (SF)	TOTAL AREA	AREA (SF)
COURT ROOM	2	46' X 26'	2,392	50 PEOPLE/ EA	47'-7" X 28'-2"	1340.26	1340.26	2,880
JUDGES OFFICE	1	10' X 12'	120		14' X 9'	126	126	140
BREAK ROOM	1	12' X 14'	168		14' X 12'	168	168	252
KITCHEN	1	IN BRK RM			IN BRK RM		0	
ATTORNEY'S LOUNGE	1				CONF RM?		0	
CONFERENCE ROOM	1	12' X 24'	288		11'-9" X 23'-1"	271.23	271.23	288
HIGH DENSITY STORAGE	1	12' X 16'	192		10'-10" X 14'-7"	157.99	157.99	192
COURT ADMINISTRATOR OFFICE	1	10' X 12'	120		9'-2" X 13'-10"	126.81	126.81	140
OPEN OFFICE	1	20' X 40'	800		23'-3" X 48'	1116	1116	800
COPY/ WORK ROOM	1	8' X 14'	112		7'-10" X 13'-10"	108.36	108.36	112
COURT OFFICE FILE ROOM	1	10' X 12'	120		NEW		0	120
GENERAL STORAGE/ FILING ROOM	1				IN OPEN OFFICE		0	
PROSECUTORS OFFICE	1	10' X 12'	120		10'-3" X 14'-4"	146.92	146.92	140
PROSECUTOR'S ASSISITANT'S OFFICE	1	10' X 12'	120		?		0	120
WAITING ROOM	1	12' X 12'	144		10'-3" X 13'-2"	134.96	134.96	240
FRONT DESK TELLERS (5)	1	8' X 20'	160		7'-0" X 22'	154	154	160
PROBATION OFFICE	1	10' X 12'	120		15' X 15'	225	225	140
VICTIM/ WITNESS ROOM	1	10' X 12'	120		9' X 10'	90	90	120
COURT LOBBY	1	30' X 40'	1,200		30' X 40'	1200	1200	1,200
BATHROOMS	4	6' X 8'	192		5'-10" X 8'-4"	48.61	194.44	48
LOBBY SECURITY OFFICE					NEW		0	
LOBBY KIOSK					IN LOBBY		0	
LOBBY DROPBOX					IN LOBBY		0	
SAFE					AT DESK		0	
			6,488				5559.97	7,092
CIRCULATION FACTOR	20.00%		1,297.60				300.00	
PARKING FOR PUBLIC			100 SPACES					
SECURE PARKING FOR STAFF			15-20 SPACES					
TOTAL BUILDING AREA	24		7,785.60				5,859.97	7,092.00

SCOPE COMPLETED

PROGRAM

Docusign Envelope ID: 7F57128E-F341-4D74-B7D8-908CCCF3157A

COURTS
PROPOSED PROGRAM

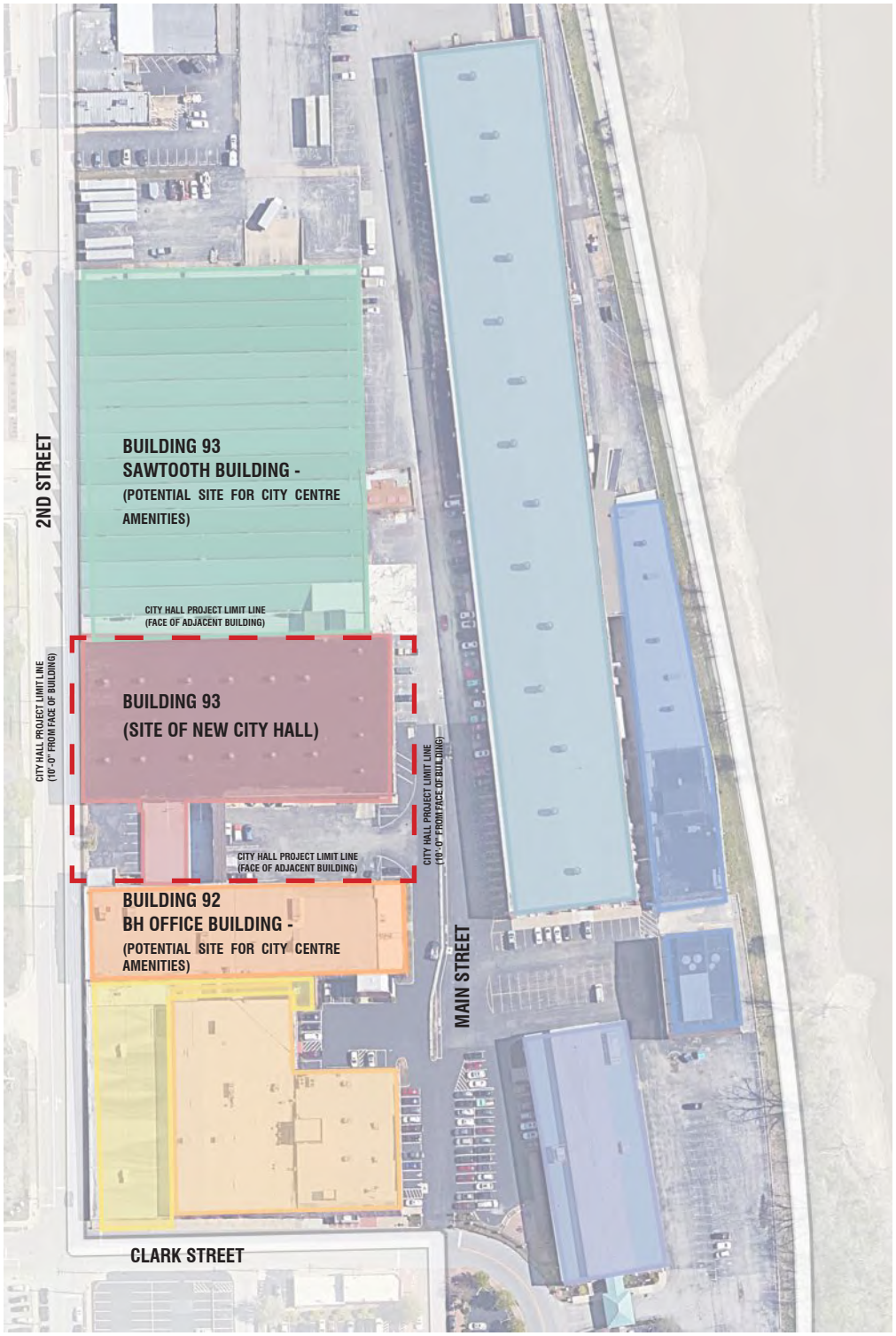


SCOPE REMOVED IN PREVIOUS REVISION

PROGRAM AND ADJACENCY PLAN DIAGRAM SCOPE REMOVED IN PREVIOUS REVISION

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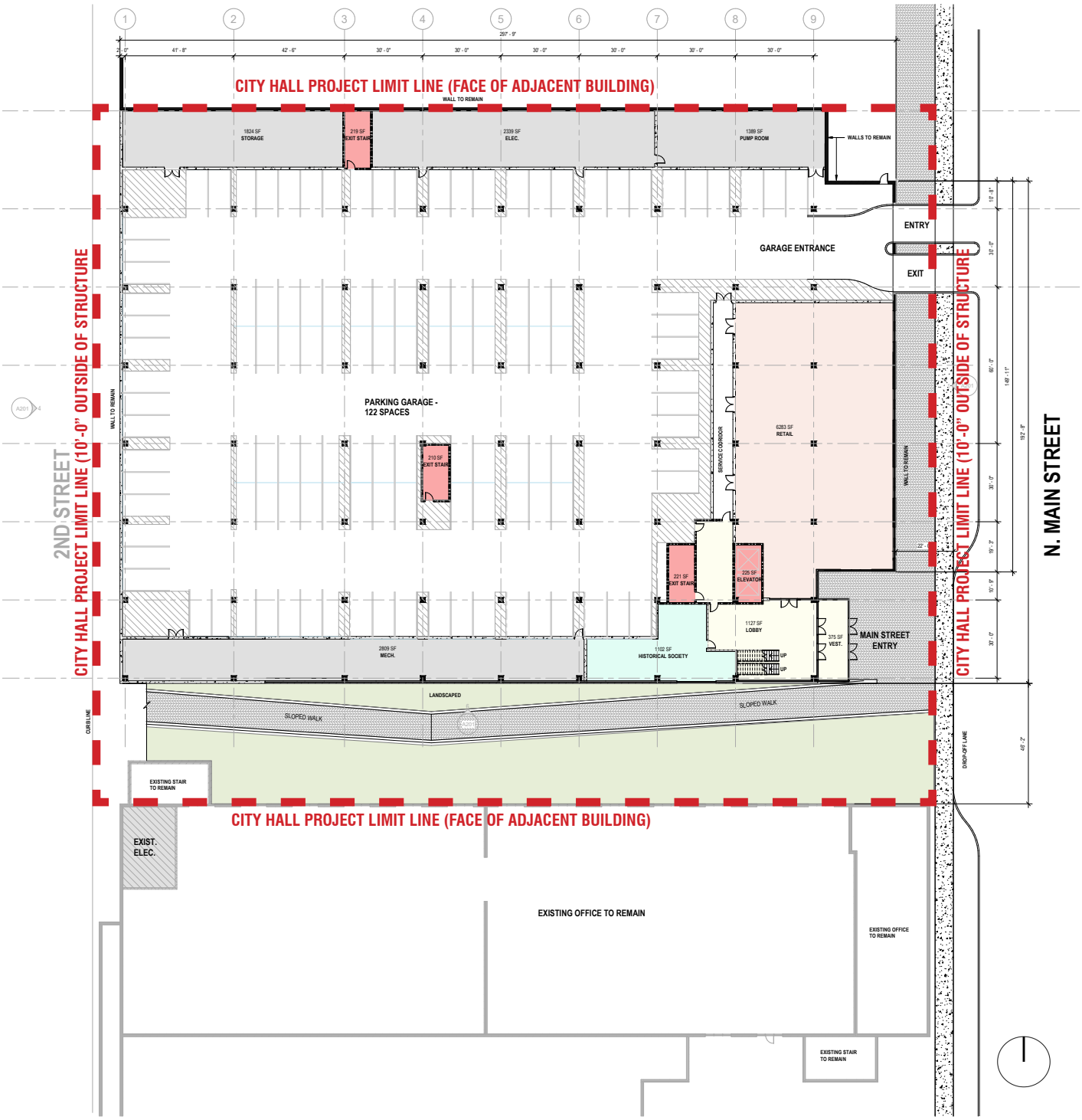
CITY CENTRE COMPLEX
ACF DISTRICT



ACF DISTRICT SITE PLAN

Docusign Envelope ID: 7F57128E-F341-4D74-B7D8-908CCCF3157A

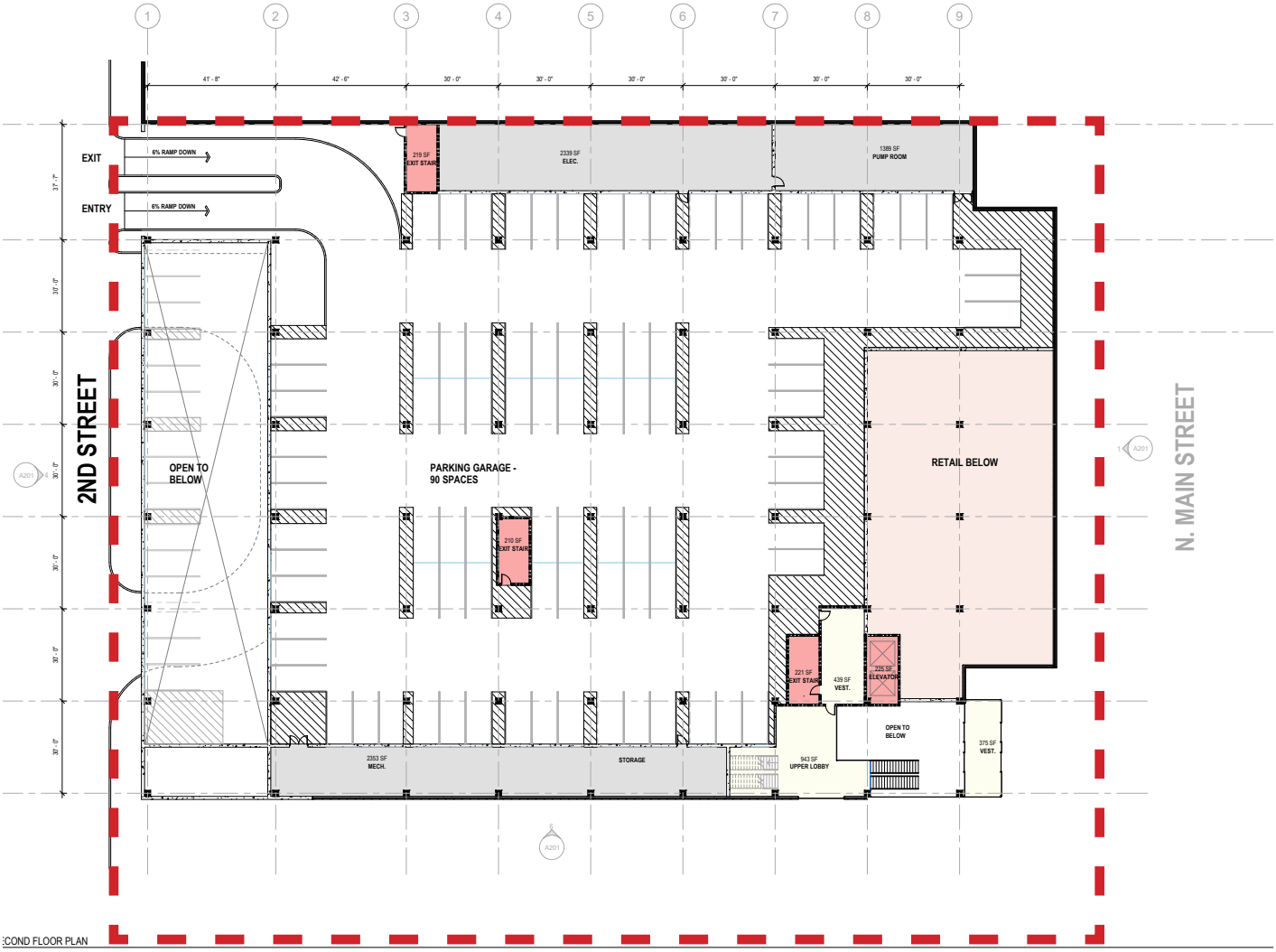
CITY CENTRE COMPLEX
ACF DISTRICT



CITY HALL - PARKING LEVEL 1 - FROM MAIN STREET

Docusign Envelope ID: 7F57128E-F341-4D74-B7D8-908CCCF3157A

CITY CENTRE COMPLEX
ACF DISTRICT



CITY HALL - PARKING LEVEL 2 - FROM 2ND STREET

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CITY CENTRE COMPLEX

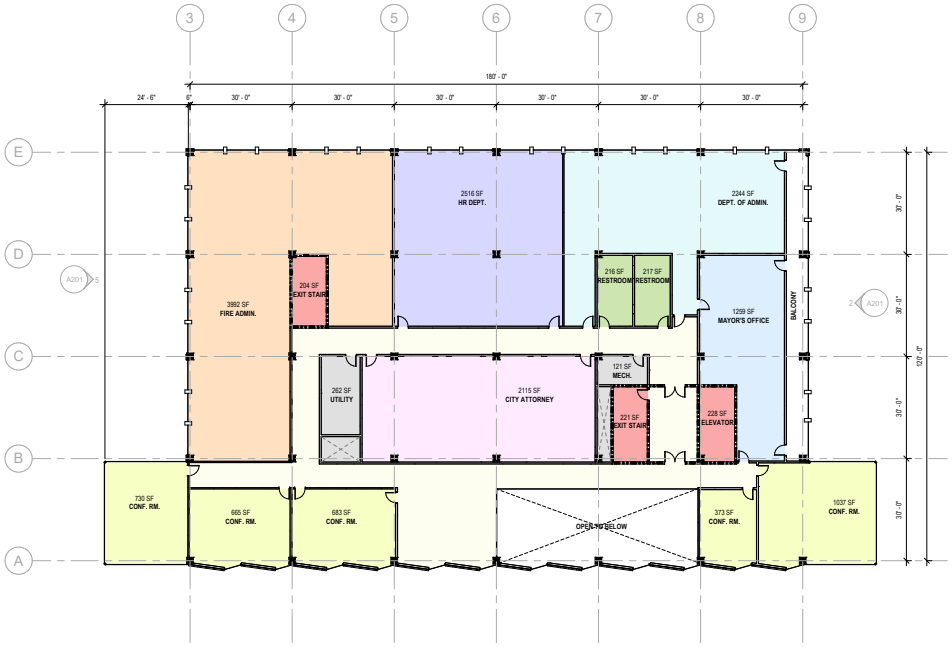
ACF DISTRICT



CITY HALL - LEVEL 1

Docusign Envelope ID: 7F57128E-F341-4D74-B7D8-908CCCF3157A

CITY CENTRE COMPLEX
ACF DISTRICT



TY HALL - THIRD FLOOR PLAN
6" = 1'-0"



TY HALL - SECOND FLOOR PLAN

CITY HALL - LEVELS 2-3

Docusign Envelope ID: 7F57128E-F341-4D74-B7D8-908CCCF3157A

CITY CENTRE COMPLEX
ACF DISTRICT





CITY HALL - FROM MAIN STREET

Docusign Envelope ID: 7F57128E-F341-4D74-B7D8-908CCCF3157A

CITY CENTRE COMPLEX
ACF DISTRICT





CITY HALL - FROM MAIN STREET

Docusign Envelope ID: 7F57128E-F341-4D74-B7D8-908CCCF3157A

CITY CENTRE COMPLEX
ACF DISTRICT



CITY HALL - PUBLIC ENTRY



CITY HALL - HISTORICAL SOCIETY

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CITY CENTRE COMPLEX
ACF DISTRICT





CITY HALL - PUBLIC LOBBY

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CITY CENTRE COMPLEX
ACF DISTRICT





SENIOR CENTER

Docusign Envelope ID: 7F57128E-F341-4D74-B7D8-908CCCF3157A

CITY CENTRE COMPLEX
ACF DISTRICT



POCKET PARK

Docusign Envelope ID: 7F57128E-F341-4D74-B7D8-908CCCF3157A

Contract # C21-276
(City Clerk will Assign)

CONTRACT ROUTING SLIP
(GREEN PAPER)
CHANGE ORDERS/AMENDMENTS

Requesting Department:	Police	**Department Contact:**	Ray Juengst
Vendor Name & NWS#:	JEMA LLC #13212		
Description/Purpose:	Prop R - Police Department Renovations - Additional Design		
Account #:	401-120-258-872-102		
Project #:	21POL19		
Contract/Ordinance #:	C21-276		
Amendment #:	3	Change PO #:	2021-689
Amount of this Change:	$6,750.00	**Total of Previous Amendments:**	$53,500.00
Original Contract Value:	$1,789,008.00	**Aggregate % Change:**	3.3678 %
Total Contract Value:	$1,849,258.00		
Compliance with Management Policy:	Select One		

DS NC

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

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

Printed Name:	**Signature:**	
Ray Juengst	DocuSigned by: 0ABB15C1BAB0474...	5/16/2024

ROUTING	**Signature/Date**
Purchasing Review (Compliant with Chapter 145 and City Terms)	DocuSigned by: 1DC83A752DDA432... 5/16/2024
Department of Law (for Legality only)	DocuSigned by: 56AFF5A3AB934F2... 5/16/2024
Director of Finance (Funds Available)	DocuSigned by: C5FB3F8A40BF40D... 5/16/2024
Director of Administration (Recommend Approval)	DocuSigned by: 3E05A81A58094AA... 5/16/2024
Mayor (Signature Indicating Approval)	DocuSigned by: 8D36AFB1A1BD439... 5/16/2024
City Clerk (Signature, Seal and Contract # Assigned)	DocuSigned by: 70E399BA7AAF426...

Legal has reviewed form of agreement: DS MAO

Docusign Envelope ID: 7F57128E-F341-4D74-B7D8-908CCCF3157A

AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
City of St Charles Police Department
1781 Zumbehl Rd, St Charles, MO
63303

AGREEMENT INFORMATION:
Date: 2/7/2022

AMENDMENT INFORMATION:
Amendment Number: 03

Date: 3/29/2024

OWNER: *(name and address)*
City of St. Charles

200 N. 2nd Street
St. Charles, MO 63301

ARCHITECT: *(name and address)*
JEMA Architects

2823 Olive Street
St. Louis, MO 63103

The Owner and Architect amend the Agreement as follows:
JEMA Architects request supplemental services to the contracted Police Station renovation scope to provide design services for the infill of two wall openings in the existing vehicle service building. The scope of work is to infill the North wall with metal studs and EIFS and to infill the South wall with metal studs and EIFS flanking a new overhead garage door to match existing on the building. Design documents for biding and construction as well as structural analysis of the existing building are included in this scope of work.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
$6,750.00 (Six Thousand Seven Hundred and Fifty Dollars and Zero Cents)

Schedule Adjustment:
Additional bid documents for this added scope of work to be executed within 2 weeks (April 10th, 2024) of this agreement.

SIGNATURES:

JEMA	City of St. Charles
ARCHITECT *(Firm name)*	**OWNER** *(Firm name)*
	DocuSigned by: Daniel J. Borgmeyer 8D36AFB1A1BD439...
SIGNATURE	**SIGNATURE**
Steve Hoover	Daniel J. Borgmeyer, Mayor
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**
3/29/24	5/16/2024
DATE	**DATE**

DS

Attest:

DocuSigned by: Kimberly Hudson 70E399BA7AAF426...

City Clerk

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User Notes: (3B9ADA4F)

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Additional Signature Page
between City of St. Charles, Missouri
and JEMA, LLC
RE: Amendment #3 Prop R Project Design Services

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
C5FB3E8A40BE40D...

5/16/2024

Director of Finance Date

DocuSign

Certificate Of Completion

Envelope Id: 872ADC0CFFAE434EB4349846E5AF1E7A
Status: Completed
Subject: Please DocuSign: Green-CRS-Electronic Routing - JEMA C21-276 Amendment 3
Source Envelope:
Document Pages: 3
Signatures: 10
Certificate Pages: 6
Initials: 2
AutoNav: Enabled
Stamps: 1
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Willie Hantack
200 N Second St
Saint Charles, MO, MO 63301
William.Hantack@stcharlescitymo.gov
IP Address: 35.130.51.195

Record Tracking

Status: Original
5/16/2024 8:59:23 AM
Holder: Willie Hantack
William.Hantack@stcharlescitymo.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Ray Juengst Ray.Juengst@stcharlescitymo.gov Security Level: Email, Account Authentication (None)	DocuSigned by: 0ABB15C1BAB0474...	Sent: 5/16/2024 10:30:20 AM Viewed: 5/16/2024 10:42:06 AM Signed: 5/16/2024 10:42:44 AM
	Signature Adoption: Drawn on Device Using IP Address: 35.130.51.219 Signed using mobile	
Electronic Record and Signature Disclosure: Accepted: 5/16/2024 10:42:06 AM ID: 97ce7ade-bc74-4947-9790-18fce232c5fc		
Nancy Chumbley nancy.chumbley@stcharlescitymo.gov Senior Financial Analyst City of Saint Charles, MO Signing Group: Senior Financial Analysts Security Level: Email, Account Authentication (None)	DS NC	Sent: 5/16/2024 10:42:46 AM Viewed: 5/16/2024 10:43:04 AM Signed: 5/16/2024 10:47:27 AM
	Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Willie Hantack william.hantack@stcharlescitymo.gov Purchasing Manager City of Saint Charles, MO Security Level: Email, Account Authentication (None)	DocuSigned by: 1DC83A752DDA432...	Sent: 5/16/2024 10:47:28 AM Viewed: 5/16/2024 12:08:59 PM Signed: 5/16/2024 12:09:05 PM
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Mary Ann Ohms maryann.ohms@stcharlescitymo.gov City of Saint Charles, MO Security Level: Email, Account Authentication (None)	DS MAO	Sent: 5/16/2024 12:09:07 PM Viewed: 5/16/2024 12:15:23 PM Signed: 5/16/2024 12:15:33 PM
	Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Signer Events	Signature	Timestamp
Michael Cullen michael.cullen@stcharlescitymo.gov City Attorney City of Saint Charles, MO Signing Group: LEGAL REVIEW Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: Michael Cullen 56AFF5A3AB934F2... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 5/16/2024 12:15:34 PM Viewed: 5/16/2024 12:16:34 PM Signed: 5/16/2024 12:16:47 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: Jennifer O'Connor C5FB3E8A40BE40D... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 5/16/2024 12:16:50 PM Viewed: 5/16/2024 12:33:51 PM Signed: 5/16/2024 12:33:58 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: Lawrence S. Dobrosky, Jr. 3E05A81A58094AA... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 5/16/2024 12:34:01 PM Viewed: 5/16/2024 1:23:25 PM Signed: 5/16/2024 1:23:32 PM
Daniel J. Borgmeyer dan.borgmeyer@stcharlescitymo.gov Mayor City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: Daniel J. Borgmeyer 8D36AFB1A1BD439... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 5/16/2024 1:23:35 PM Viewed: 5/16/2024 4:22:45 PM Signed: 5/16/2024 4:22:58 PM
Kimberly Hudson kimberly.hudson@stcharlescitymo.gov City Cler City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: Kimberly Hudson 70E399BA7AAF426... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 5/16/2024 4:23:00 PM Viewed: 5/16/2024 4:38:53 PM Signed: 5/16/2024 4:39:11 PM
Deborah Ryan deborah.ryan@stcharlescitymo.gov Deputy City Clerk City of Saint Charles, MO Signing Group: City Clerk - Assign Contract # Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:**	**Completed** Using IP Address: 35.130.51.195	Sent: 5/16/2024 4:39:15 PM Viewed: 5/17/2024 10:00:35 AM Signed: 5/17/2024 10:02:34 AM

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Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Carla Bray carla.bray@stcharlescitymo.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 5/16/2024 12:34:00 PM Viewed: 5/16/2024 1:23:54 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	5/17/2024 10:00:35 AM
Signing Complete	Security Checked	5/17/2024 10:02:34 AM
Completed	Security Checked	5/17/2024 10:02:34 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact SHI OBO City of St Charles:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: lawrence.perney@stcharlescitymo.gov

To advise SHI OBO City of St Charles of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at lawrence.perney@stcharlescitymo.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to lawrence.perney@stcharlescitymo.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

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i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to lawrence.perney@stcharlescitymo.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify SHI OBO City of St Charles as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SHI OBO City of St Charles during the course of your relationship with SHI OBO City of St Charles.

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C21-276

AIA® Document G802™ – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
City of St Charles - Fire Station 2
St Charles

AGREEMENT INFORMATION:
Date: September 22, 2021

AMENDMENT INFORMATION:
Amendment Number: 02
Date: July 28, 2022

OWNER: *(name and address)*
City of St Charles
200 N. 2nd Street
St. Charles, MO 63301

ARCHITECT: *(name and address)*
JEMA Architects
2823 Olive Street
St. Louis, MO 63103

The Owner and Architect amend the Agreement as follows:
JEMA requests a supplemental services fee for revising the design model and drawings to add a third apparatus bay to the City of St. Charles Fire Station 2 project. JEMA will provide full architectural and engineering services for the designs, set of drawings, and specifications.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
Architects Additional Compensation:
Per section 11.7 of the B101 agreement: 3 full time Architect I/ Designer II ($125.00/ hour) employees for 1 week = 120 hours hours. Total fee for architects =$15,000.00 (fifteen thousand dollars)

Consultant Fees:
Civil $5,000.00 (five thousand dollars)
Landscape $2,500.00 (two thousand five hundred dollars)
Structural $10,000.00 (ten thousand dollars)
Mechanical/ Electrical/ Plumbing and Fire Protection $3,000.00 (three thousand dollars)

Total Fee
$35,500.00 (thirty five thousand five hundred dollars)

Schedule Adjustment:
Bid documents due August 26, 2022

SIGNATURES:

JEMA	City of St Charles
ARCHITECT *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**
John Mueller, AIA, Partner	LAWRENCE S. DOBROSKY, JR. DIRECTOR OF ADMINISTRATION
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**
08/25/2022	8/30/22
DATE	**DATE**

Attest:

City Clerk

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Additional Signature Page
between City of St. Charles, Missouri
and JEMA, LLC
RE: Amendment 2 C21-276

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.

8-29-22

Director of Finance Date

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C21-276

AIA® Document G802™ – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)* City of St Charles Police Deprtment 1781 Zumbehl Rd, St Charles, MO 63303	**AGREEMENT INFORMATION:** Date: 02/07/2022	**AMENDMENT INFORMATION:** Amendment Number: 01 Date: 2/7/2022
OWNER: *(name and address)* City of St. Charles 200 N. 2nd Street St. Charles, MO 63301	**ARCHITECT:** *(name and address)* JEMA Architects 2823 Olive Street St. Louis, MO 63103	

The Owner and Architect amend the Agreement as follows:
JEMA Architects request supplemental services to the contracted Police Station renovation scope to coordinate a separate mechanical bid package. JEMA is adding section 4.1.1.26 "Multiple bid packages" from the AIA B101 contract amending 4.1.2.1 to be within the architect's scope to address the immediate need by the Police Department for updated HVAC systems.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
$18,000.00 (Eighteen Thousand Dollars)

Schedule Adjustment:
Additional bid documents to be executed within 3 months (May 9th, 2022) of this agreement.

SIGNATURES:

JEMA **ARCHITECT** *(Firm name)*	City of St. Charles **OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**
John Mueller, AIA, Partner **PRINTED NAME AND TITLE**	DANIEL J. BORGMEYER, MAYOR **PRINTED NAME AND TITLE**
02/07/2022 **DATE**	2-10-22 **DATE**

Attest:

City Clerk

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Additional Signature Page
between City of St. Charles, Missouri
and JEMA, LLC
RE: Amendment 1 C21-276

CERTIFICATE OF DIRECTOR OF FINANCE

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

Director of Finance Date

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C21-276

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year 2021
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

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

and the Architect:
(Name, legal status, address and other information)
JEMA, LLC
2823 Olive Street
St. Louis, MO 63103

for the following Projects:
(Name, location and detailed description)

Refer to Exhibit A for information on each project.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.
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12 SPECIAL TERMS AND CONDITIONS

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The Owner's Program for the Project is based on the passing of Proposition R and the 2021 study performed by the Architect and dated July 8, 2021 – Refer to Exhibit B. Architect will facilitate interviews by stations and department to confirm and update the information provided in the July 2021 report. An updated program document will be provided to the City.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Refer to Exhibit A and Exhibit B for site information for each project. Scope of work and compensation adjustments shall be made by Change Order if an alternate location is selected. Site boundaries and topographic surveys have not been completed to date establishing specific property lines or boundaries of projects.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)
Refer to Exhibit A for Owner's budget for each project.

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§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:
Refer to Exhibit A

.2 Construction commencement date:
Refer to Exhibit A

.3 Substantial Completion date or dates:
Refer to Exhibit A

.4 Other milestone dates:
None

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Architect will provide a written report identifying the sustainable features incorporated into the design of the new projects by the completion of the construction documents. No LEED Certification services are included with this contract.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Brad Temme
Director of Engineering
Department of Engineering
City of St. Charles, MO
636-940-4617

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Todd Sweeney – Navigate Building Solutions
Brad Temme – City of St. Charles

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Geotechnical Borings and Report will be provided by Owner

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.2 Civil Engineer:

By Architect

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

Civil Site Survey will be provided by Owner

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Matt Sutherland, AIA
JEMA LLC
2823 Olive St.
St. Louis, MO 63103
[redacted]
314-531-7400 x29

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

Note Architect reserves the right to change consultants with the approval of the Owner prior to starting the scope of work identified in this contract.

§ 1.1.11.1 Anticipated Consultants retained under Basic Services:

.1 Structural Engineer:

Alper Audi
1804 Borman Circle Drive
St. Louis, MO 63146

.2 Mechanical, Electrical, Plumbing and Fire Protection Engineer:

G&W Engineering
138 Weldon Parkway
Maryland Heights, MO 63043

.3 Civil Engineer:

CEDC Civil Engineering
11402 Gravois Road, Suite 100
St. Louis, MO 63126

.4 Landscape Architect:

Cole
1520 S. Fifth Street, Suite 307
St. Charles, MO 63303

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§ 1.1.11.2 Consultants retained under Supplemental Services:

None

§ 1.1.12 Other Initial Information on which the Agreement is based:

Refer to Exhibits A and B.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect's representative authorized to act on behalf of the Architect with respect to the Project is Matt Sutherland, AIA.

§ 2.4 Except with the Owner's knowledge and written consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 INSURANCE

The Architect shall maintain throughout the term of this Contract insurance coverage for the risks specified below and shall maintain policy limits at a minimum in the amounts specified below. All commercial general liability and automobile liability insurance shall be written on an occurrence basis. With the exception of professional liability insurance and workers' compensation/employer's liability insurance, the City shall be named as an additional insured on all insurance policies, the Architect's insurance will be primary to any insurance the City may have and the City's insurance shall be non-contributory.

a. **Professional Liability**: The Architect shall maintain Professional Liability Errors and Omissions insurance coverage for five (5) years beyond the termination date of this Contract for the Services performed pursuant to this Contract in a policy limit amount sufficient to cover Project Costs, or

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$3,000,000.00 per claim and aggregate, whichever is less, for each claim/aggregate, and shall provide City with a copy of the insurance endorsements and a certificate of insurance as well as a copy of the policy when requested. The Architect's duty and obligation to maintain Professional Liability insurance and provide the insurance policy to the City shall survive the termination of this Contract.

b. Commercial General Liability:

Each Occurrence	$3,000,000
Personal & Advertising Injury	$3,000,000
Aggregate	$3,000,000
General Aggregate	$3,000,000

An umbrella or excess liability policy may be used to attain the shown commercial general liability limits.

Policy shall not contain any endorsements that remove or restrict the following coverages:

1. Contractual Liability
2. Explosion, Collapse & Underground
3. Independent Contractors

c. **Automobile Liability Insurance**: Policy shall protect the Architect against claims for bodily injury or property damage arising out of the ownership or use of any owned, hired or non-owned vehicle and must include protection for either:

1. $3,000,000 Each Accident, Combined Single Limits, Bodily Injury and Property Damage.
2. An umbrella or excess liability policy may be used to attain the shown commercial general liability limits.

d. **Workers' Compensation and Employers' Liability:** Policy shall protect the Architect against all claims under applicable state Workers' Compensation laws.

Workers' Compensation: Statutory Limit

The Architect shall also be protected against claims for injury, disease or death of employees for which, for any reason, may not fall within the provisions of a Workers' Compensation law under an Employers Liability policy with the following limits:

Bodily Injury by Accident	$500,000 each accident
Bodily Injury by Disease	$500,000 policy limit
Bodily Injury by Disease	$500,000 each employee

e. **Industry Ratings:** The City will only accept coverage from an insurance carrier that offers proof that the carrier:

1. is licensed to do business in the State of Missouri; and
2. carries a Best's Policyholder rating of A-VII, or better or is otherwise approved by the City.

Certification of insurance coverage in Sections (2), (3) and (4) above shall be on the ISO Standard Certificate of Insurance Form. Certification of professional liability insurance shall be provided on a separate ACORD form provided by the Architect's insurance carrier or its authorized representative. Copies of additional insured endorsements shall accompany the insurance certificates. See attached Exhibit A.

f. **Subconsultant's Insurance**: If a part of this Contract is to be sublet, then the Architect shall:

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1. Require each sub-consultant is required to secure insurance which will protect against applicable hazards or risks of loss and in the minimum amounts designated herein, unless waived by the City.

g. The Architect or its insurance company shall provide to the City at least thirty (30) days advanced written notice by REGISTERED MAIL prior to any renewal or expiration date of any insurance policy.

(Paragraphs deleted)

§ 2.6 The Architect is responsible for the coordination of all drawings and other design documents relating to the Architect's project design, regardless of whether such drawings and documents are prepared by the Architect or by the Architect's sub-consultants. If preliminary or design development work has been performed by others, the Architect is nevertheless fully responsible for and accepts full responsibility for such earlier work when the Architect performs subsequent phases of the Basic Services, as fully as if the preliminary, schematic, and design development work had been performed by the Architect itself. The Architect is responsible for the coordination and internal checking of all design documents and the accuracy of all dimensions, layout and specified information contained therein, as fully as if each document were prepared by the Architect. The Architect is responsible for the completeness and accuracy of all documents, including drawings and specifications, submitted by or through the Architect and for their compliance with all applicable codes, ordinances, regulations, laws, and statutes.

§ 2.7 The Architect must prepare drawings, specifications and other documents necessary so that the construction contract bid from a responsive, responsible bidding Contractor will be within the Cost of Work (COW) defined by the last estimate agreed upon by the Architect and Owner prior to Project Bidding. If all bids received and opened exceed the COW, the Architect, at the request of City and for no additional cost to the City, shall prepare a report for the City identifying why the bids exceeded the COW. The City then has four (4) options if the bids exceed the Cost of Work Estimate. The City may: (1) give written approval of an increase in the Project cost; (2) authorize rebidding of the Project; (3) terminate the Project and this Contract; or (4) cooperate in revising the Project scope or specifications, as necessary to reduce the Construction Cost. If option number 4 is selected, the Architect shall be responsible to redesign at its own expense to reduce scope to get within budget.

§ 2.8 For each design deliverable, the Architect shall provide an estimate for the mechanical, plumbing, fire protection, electrical, low voltage systems (audio, visual, security, voice/data) fixtures and furniture scopes of work. Furthermore, the Architect shall collaborate with and review Navigate Building Solutions estimates of the civil, structural and building scope of services. The Architect may, at its own expense, prepare independent estimates of the COW if deemed necessary to satisfy Article 2.7.

§ 2.9 The Architect agrees to follow and abide by all requirements of the City of St. Charles' Project Management Manual (PMM) in the execution of this contract.

§ 2.10 The Architect shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of this Contract, the Architect designates Matt Sutherland, AIA as their Project Manager on the Project. This person shall be the primary contact with the City's Project Manager and shall have responsible authority for delivering the services of this contract. If not the herein designated Project Manager, the Architect shall also designate, in writing to the City, the person in their firm with the authority to bind the Architect. So long as the person named above remains employed by the Architect, he or she shall perform the function of Project Manager on this Project. A personnel change must be approved by the City, but not unreasonably withheld.

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§ 2.11 The Architect shall sign and affix its licensing seal to all final plans, specifications and engineering data prepared by the Architect and shall cause all sub-consultants to sign and seal their final documents where required by law. Any review or approval by the City of any documents prepared by the Architect or its sub-consultants including, but not limited to, the plans and specifications, shall be only to determine whether such documents are consistent with the City's construction program and intent and shall not be construed as approval of same by the City. No review of such documents by the City shall relieve the Architect or its sub-consultants of its responsibility for the accuracy, adequacy, fitness, suitability, and coordination of its work product.

§ 2.12 The Architect shall maintain all Project records for inspection by the City during the contract term and for five (5) years from the date of final payment and shall notify the City prior to their disposal.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services to the Owner and Owner's Representative.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 The Architect shall include the following as part of Basic Services:

a. Architectural and Interior Design
b. Mechanical Engineering (including energy modeling if required to achieve cost beneficial Ameren/Spire incentives).
c. Plumbing Engineering
d. Electrical Engineering
f. Fire Protection Engineering
g. Structural Engineering
h. Civil Engineering for the Building and the proposed site
i. Low Voltage System Design including:

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i. Audio Visual Systems
ii. Board Room Systems
iii. Telecom and Data Backbone (Coordination with County Vendors)
iv. Security design including perimeter entry, interior access, and monitoring.
v. Parking Access and POS equipment.

j. Landscape and Irrigation Design
k. Furniture inventory, planning, selection, estimating and procurement. It is anticipated that a furniture package will be competitively bid to local furniture suppliers.
l. Signage Design: interior, exterior and wayfinding
m. Acoustical Design: Though it is not anticipated that a third-party acoustical sub-consultant is required, the design team will be responsible for addressing exterior acoustical concerns.
n. Public Agency Interface: All pre-planning required for AHJ approvals and permitting.
o. MEPFP, Furniture, AV, specialty systems estimating
p. Code Analysis: Overall building and life safety code reviews to be conducted by all disciplines. All meetings with Authorities Having Jurisdiction (AHJ's) to confirm code interpretations and design assumptions and to pre-plan for permitting.
q. Presentations to the City Council: One presentation per design phase
r. Typical construction phase administration
s. Commissioning: All services required to identify and specify Code required Commissioning as part of the bid documents. All field services required by code to verify Commissioning efforts specified.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

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§ **3.2.7** The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ **3.3.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ **3.3.2** The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ **3.3.3** The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ **3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ **3.4.2** The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ **3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ **3.4.4** The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ **3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ **3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ **3.5.2.2** The Architect shall assist the Owner in bidding the Project by:

(Paragraphs deleted)

The Architect shall attend and assist with a pre-bid conference for prospective bidders.

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§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.2.4 The Architect shall attend and assist with the opening of bids.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors;

.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner and Owner's Representative reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated,

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installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the

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Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information at no additional cost to the Owner.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.5.3 Preparation of Change Orders which are not initiated by the Owner shall be included as a basic service, at no additional cost to the Owner, unless the Owner, in its reasonable discretion, agrees to additional compensation for good cause shown by the Architect with the Contract Documents.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion.

.2 issue Certificates of Substantial Completion.

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

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ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are included in Basic Services and are required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	By Architect
§ 4.1.1.2 Multiple preliminary designs	Up to Two Design Renderings Per Project by Architect
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	By Architect
§ 4.1.1.9 Landscape design	By Architect
§ 4.1.1.10 Architectural interior design	By Architect
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	MEPFP, Furniture, Low Voltage Systems Estimates by Architect
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	By Architect
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	By Architect
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	By Architect
§ 4.1.1.22 Security evaluation and planning	By Architect
§ 4.1.1.23 Commissioning	Code Required Commissioning Specifications by Architect
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture and furnishings	By Architect

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(Row deleted)

§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4

(Paragraphs deleted)

Preparation for, and attendance at, a public presentation (other than City Council Meetings), meeting or hearing;

.5 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.6 Evaluation of the qualifications of entities providing bids or proposals;

.7 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

.8 Assistance to the Initial Decision Maker, if other than the Architect.

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§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Architect shall notify the owner and owner's representative of any potential additional fee requests prior to proceeding with any of these services and gain approval prior to proceeding with the scope of the additional service.

.1 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.2 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

(Paragraph deleted)

.3 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Maximum of three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 Bi-Weekly visits to the site by the Architect during construction

.3 Maximum of two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty six (36) months of the date of this Agreement, through no fault of the Architect, the Architect's rates may be subject to a mutually agreed upon increase.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

Todd Sweeney
Navigate Building Solutions

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§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 30 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment,

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donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner. The Cost of Work does not include the compensation of Navigate Building Solutions or any other professional services consultant.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

(Paragraph deleted)

ARTICLE 7 COPYRIGHTS AND LICENSES

a. All Documents prepared in connection with this Project shall be the property of the Architect, whether the Project for which they are made is constructed or not. However, the Architect shall provide the City a copy of all completed or, in the case of termination of the project partially completed, documents in reproducible form, including but not limited to prints, reproductions, and electronic CAD files. Reports, plans, specifications, and related documents are the Architect's copyrighted instruments, and at the option of the Architect may so identify them by appropriate markings. Provided the Architect is paid for its services, either by termination or completion of services, then City shall subsequently be entitled to use these documents without any additional compensation or agreement of the Architect, however, such use, without written verification or adaptation by the Architect for the specific purpose intended by the City shall be at the City's sole risk and without liability or legal exposure to the Architect whatsoever. If the City does reuse the Architect's documents on another project, it shall retain an Architect or another licensed and insured professional engineer to review, adapt and seal such documents. The City does not take any responsibility for the use of documents by persons other than the City. The submission of or

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distribution of documents to meet regulatory requirements is not to be considered contrary to any of Architect's rights to the documents.

(Paragraphs deleted)

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

a. The City and the Architect agree that disputes regarding the Project shall first be addressed by negotiations between the parties. If negotiations between the parties fail to resolve the dispute, then the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, the Architect shall proceed with the Services pursuant to this Contract as if no dispute existed, and the City shall continue to make payment for the Architect's completed services unless the Architect gives notice of termination. Nothing herein shall prohibit the parties from mutually agreeing upon another method of dispute resolution.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

a. **Notice:** The City shall have the authority and right to terminate this Contract for cause or its convenience and without cause or default on the part of the Architect, by providing ten (10) days' written notice of the termination to the Architect. Upon receipt of notice of termination from the City, the Architect shall, at City's option as contained in the notice: (1) immediately cease all Services; or (2) meet with the City and, subject to the City's approval, determine what Services shall be required of the Architect to bring the Project to a reasonable termination per the request of the City. The Architect shall also provide to the City copies of all Documents completed or partially completed at the date of termination.

If the City defaults on its obligation under this Contract, the Architect is entitled to terminate this Contract by providing ten (10) days written notice to the City.

b. **Termination for Cause:** If this Contract is terminated for cause, after notice to the Architect and a period of ten (10) days for the Architect to remedy the cause for termination, the City may take over the Services and prosecute same to completion, by contract or otherwise, for the amount and at the expense of the Architect, and the Architect shall be liable to the City for reasonable excess costs incurred by the City because of such prosecution and completion. When the contract has been terminated, such termination shall not affect any rights or remedies of the City against the Architect then existing or which may later accrue. Similarly, any retention or payment of monies due to the Architect shall not release the Architect from liability.

c. **Compensation for Convenience Termination:** If the City terminates this Contract for its convenience as herein provided, the City shall compensate the Architect for all Services completed to the date of its receipt of the termination notice and for any additional Services requested by the City to bring the Project to reasonable termination. Compensation to the Architect shall not include the anticipatory profit or consequential damages, neither of which will be allowed.

d. **Compensation for Cause Termination:** If the City terminates this Contract for cause or default by the Architect, the City shall compensate the Architect for the reasonable cost of Services completed to the date of its receipt of the termination notice. Compensation to the Architect shall not include the anticipatory profit or consequential damages, neither of which will be allowed. The City also retains all of its rights and remedies against the Architect including but not limited to its rights to sue for damages, interest and attorney fees.

e. **Incomplete Documents:** The Architect shall not be responsible for errors or omissions in documents that are incomplete as a result of early termination of this Contract pursuant to this Section.

f. **Non-Appropriation Clause:** Notwithstanding other terms to the contrary, the obligation of CITY under this Contract shall cease immediately for a fiscal year in which CITY does not, for any reason, appropriate funds for this Contract.

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(Paragraphs deleted)

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 Any disputes between parties shall be governed by Missouri Law. 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.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

(Paragraphs deleted)

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

§ 10.11 Architect is an independent contractor, and nothing contained herein shall constitute or designate Architect or any of its employees, agents or sub-consultants as an employee of the Owner.

§ 10.12 Architect 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.

§ 10.13 Architect acknowledges the award of the Contract requires compliance with:

1. Section 208.009 RS MO which requires Architect to provide Owner 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 Owner awarding Architect the Contract;

2. Section 285.530(2) RS MO regarding enrollment and participation in a federal work authorization

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program with respect to all persons working in connection with the Contract. The Architect 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 Architect 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

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

§ 10.14 Owner 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 Architect, including, but not limited to those kept by its employees, agents, assigns, successors and sub-consultants.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Paragraphs deleted)
Refer to Exhibit A for breakdown of Base Contract lump sum compensation per project.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Included in 11.1

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Refer to Exhibit A for breakdown of Additional Services lump sum compensation per project.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus five percent (5%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services and Additional Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows, per project:

Schematic Design Phase	Thirty	percent (	30	%)
Design Development Phase	Thirty	percent (	30	%)
Construction Documents Phase	Twenty Five	percent (	25	%)
Procurement Phase	Two and One Half	percent (	2.5	%)
Construction Phase	Twelve and One Half	percent (	12.5	%)
Total Basic Compensation	one hundred	percent (	100	%)

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§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate ($0.00)
Partner/ Principal	$200.00
Director	$175.00
Architect II	$160.00
Architect I/ Designer II	$125.00
Designer I	$100.00
Intern Designer	$85.00

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

(Paragraphs deleted)

.1 Permitting and other fees required by authorities having jurisdiction over the Project;

.2 Printing, reproductions, plots, and standard form documents;

(Paragraph deleted)

.3 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

.4 Physical models, mock-ups, professional photography requested by the Owner or required for the Project;

(Paragraphs deleted)

.5 Architect shall provide Owner with two full size and one half size sets of documents at each design milestone

.6 Architect shall provide to Navigate Building Solutions one full size and one half size set of documents at each design milestone for each project. Anticipated Design Milestones are Schematic Design, Design Development, 50% Construction Documents, 100% Construction Documents.

§ 11.8.2 For Reimbursable Expenses, the compensation shall be the expenses incurred by the Architect and the Architect's sub-consultants plus zero percent (0%) of the expenses incurred. Total Reimbursable Expenses shall not exceed $20,000.

(Paragraphs deleted)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero($ 0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

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§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

2 % two

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

12.1.1 Architect shall provide Owner the following Schematic Design Documents for each project as identified in Exhibit A by a mutually agreed upon date. If the Schematic Design is approved by the City Council by the end of 2021, the Design team shall complete 100% Construction (bid) Documents by June 2022. Bidding and Construction shall then commence with a completion date of 16 months from the award of contract to the lowest qualified bidder.

12.1.2 Schematic Design Deliverables (as applicable to each project identified in Exhibit A):

1. Site Plan
   a. Existing and proposed contours.
   b. Paving/sidewalk/curb/fence/parking equipment layouts.
   c. New and existing water/sewer/fire protection/fuel lines/telephone/electric layouts and related structures.
   d. Preliminary cut, fill, hauling on/off assumptions
   e. Preliminary site lighting layout.
   f. Retaining/planter wall locations.
2. Structural Plan
   a. Structural narrative
   b. Typical framing.
   c. Typical column schedule.
   d. Typical foundation schedule.
   e. Typical shear wall, moment and/or braced frame details
   f. Below grade/foundation wall details.
3. Exterior Facade Design
   a. Up to two color renderings of each project for City Council consideration
   b. Elevations of the preferred option.
   c. Proposed glazing types
   d. Proposed skin types
   e. Specialty trim material/types
   f. Material unit cost assumptions
   g. Typical wall sections.
4. Schematic Floor Plans
   a. Partition layout to scale.
   b. Interior wall and glazing types.
   c. Built-in casework locations

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5. Typical Architectural Details
6. Preliminary Finish Schedule
7. Mechanical / Plumbing Design
   a. System narrative
   b. Major equipment locations
   c. Service requirements
   d. Distribution strategy
   e. Control philosophy
8. Electrical Design
   a. System narrative
   b. Major equipment locations
   c. Service requirements
   d. Backup power requirements
   e. Audiovisual systems
   f. Phone/data requirements
   g. Security requirements
   h. Preliminary lighting schedule
9. Fire Protection Design
   a. System narrative
   b. Specialty systems
   c. Alarm/Life safety – description of systems
10. Building Management System Description (Where applicable)
11. Outline Specifications for All Disciplines
12. Preliminary Furniture List and Budget
13. Miscellaneous
    a. Landscaping narrative and allowance
    b. Signage strategy and allowance
    c. Hardware description and allowance
    d. Building automation strategy and allowance
    e. Owner-furnished and installed equipment
    f. Owner furnished/Contractor installed equipment
    g. Appliance and casework assumptions
    h. Enhanced field commissioning scope of work and allowance

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

(Paragraphs deleted)

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[Exhibit A] Project Scopes of Work, Design Schedules, Budgets, and Compensation

[Exhibit B] Approved Preliminary Schematic Program

(Paragraphs deleted)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

ARCHITECT *(Signature)* 9/14/2021

Init. /

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Brad Temme, City of St. Charles
(Printed name and title)

John Mueller, Managing Partner, AIA
(Printed name, title, and license number, if required)

EXECUTION OF CONTRACT.
The parties have caused this Contract to be executed in duplicate originals on this _____ day of _____, 20_____.

CITY OF ST. CHARLES, MISSOURI:

By: Daniel J. Borgmeyer, Mayor Date

Attest:

Laura L. Whitehead, City Clerk Date

CONSULTING ARCHITECT:
JEMA, LLC

By: Authorized Signatory Date 10-13-21

By: John Mueller, AIA, Managing Partner

Printed Name of Authorized Signatory

Attest: Denise LeBegue 10/13/21
Signature Date

DENISE LEBEGUE

2

Printed Name

CERTIFICATE OF DIRECTOR OF FINANCE

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

Director of Finance Date

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Additions and Deletions Report for
AIA® Document B101™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

AGREEMENT made as of the day of in the year 2021

...

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

...

JEMA, LLC
2823 Olive Street
St. Louis, MO 63103

for the following ~~Project:~~Projects:

...

Refer to Exhibit A for information on each project.

PAGE 2

The Owner's Program for the Project is based on the passing of Proposition R and the 2021 study performed by the Architect and dated July 8, 2021 – Refer to Exhibit B. Architect will facilitate interviews by stations and department to confirm and update the information provided in the July 2021 report. An updated program document will be provided to the City.

...

Refer to Exhibit A and Exhibit B for site information for each project. Scope of work and compensation adjustments shall be made by Change Order if an alternate location is selected. Site boundaries and topographic surveys have not been completed to date establishing specific property lines or boundaries of projects.

...

Refer to Exhibit A for Owner's budget for each project.

PAGE 3

Refer to Exhibit A

...

Refer to Exhibit A

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...

Refer to Exhibit A

...

None

...

Competitive Bid

...

Architect will provide a written report identifying the sustainable features incorporated into the design of the new projects by the completion of the construction documents. No LEED Certification services are included with this contract.

...

Brad Temme
Director of Engineering
Department of Engineering
City of St. Charles, MO
636-940-4617

...

Todd Sweeney – Navigate Building Solutions
Brad Temme – City of St. Charles

...

Geotechnical Borings and Report will be provided by Owner

PAGE 4

By Architect

...

Civil Site Survey will be provided by Owner

...

Matt Sutherland, AIA
JEMA LLC
2823 Olive St.
St. Louis, MO 63103

...

314-531-7400 x29

...

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Note Architect reserves the right to change consultants with the approval of the Owner prior to starting the scope of work identified in this contract.

§ 1.1.11.1 Anticipated Consultants retained under Basic Services:

...

Alper Audi
1804 Borman Circle Drive
St. Louis, MO 63146

~~.2 Mechanical~~ **.2** Mechanical, Electrical, Plumbing and Fire Protection Engineer:

G&W Engineering
138 Weldon Parkway
Maryland Heights, MO 63043

.3 ~~Electrical~~ Civil Engineer:

CEDC Civil Engineering
11402 Gravois Road, Suite 100
St. Louis, MO 63126

.4 Landscape Architect:

Cole
1520 S. Fifth Street, Suite 307
St. Charles, MO 63303

None

...

Refer to Exhibits A and B.

...

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this ~~Agreement,~~ Agreement or shall cause such services to be performed by appropriately licensed design professionals.

...

§ 2.3 The ~~Architect shall identify a~~ Architect's representative authorized to act on behalf of the Architect with respect to the ~~Project.~~Project is Matt Sutherland, AIA.

§ 2.4 Except with the Owner's knowledge and written consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 ~~The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.~~**INSURANCE**

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The Architect shall maintain throughout the term of this Contract insurance coverage for the risks specified below and shall maintain policy limits at a minimum in the amounts specified below. All commercial general liability and automobile liability insurance shall be written on an occurrence basis. With the exception of professional liability insurance and workers' compensation/employer's liability insurance, the City shall be named as an additional insured on all insurance policies, the Architect's insurance will be primary to any insurance the City may have and the City's insurance shall be non-contributory.

a. **Professional Liability**: The Architect shall maintain Professional Liability Errors and Omissions insurance coverage for five (5) years beyond the termination date of this Contract for the Services performed pursuant to this Contract in a policy limit amount sufficient to cover Project Costs, or $3,000,000.00 per claim and aggregate, whichever is less, for each claim/aggregate, and shall provide City with a copy of the insurance endorsements and a certificate of insurance as well as a copy of the policy when requested. The Architect's duty and obligation to maintain Professional Liability insurance and provide the insurance policy to the City shall survive the termination of this Contract.

b. **Commercial General Liability:**

Each Occurrence	$3,000,000
Personal & Advertising Injury	$3,000,000
Aggregate	$3,000,000
General Aggregate	$3,000,000

An umbrella or excess liability policy may be used to attain the shown commercial general liability limits.

Policy shall not contain any endorsements that remove or restrict the following coverages:

1. Contractual Liability
2. Explosion, Collapse & Underground
3. Independent Contractors

c. **Automobile Liability Insurance**: Policy shall protect the Architect against claims for bodily injury or property damage arising out of the ownership or use of any owned, hired or non-owned vehicle and must include protection for either:

1. $3,000,000 Each Accident, Combined Single Limits, Bodily Injury and Property Damage.
2. An umbrella or excess liability policy may be used to attain the shown commercial general liability limits.

d. **Workers' Compensation and Employers' Liability:** Policy shall protect the Architect against all claims under applicable state Workers' Compensation laws.

Workers' Compensation: Statutory Limit

The Architect shall also be protected against claims for injury, disease or death of employees for which, for any reason, may not fall within the provisions of a Workers' Compensation law under an Employers Liability policy with the following limits:

Bodily Injury by Accident	$500,000 each accident
Bodily Injury by Disease	$500,000 policy limit
Bodily Injury by Disease	$500,000 each employee

e. **Industry Ratings:** The City will only accept coverage from an insurance carrier that offers proof that the carrier:

1. is licensed to do business in the State of Missouri; and
2. carries a Best's Policyholder rating of A-VII, or better or is otherwise approved by the City.

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Certification of insurance coverage in Sections (2), (3) and (4) above shall be on the ISO Standard Certificate of Insurance Form. Certification of professional liability insurance shall be provided on a separate ACORD form provided by the Architect's insurance carrier or its authorized representative. Copies of additional insured endorsements shall accompany the insurance certificates. See attached Exhibit A.

f. **Subconsultant's Insurance**: If a part of this Contract is to be sublet, then the Architect shall:

1. Require each sub-consultant is required to secure insurance which will protect against applicable hazards or risks of loss and in the minimum amounts designated herein, unless waived by the City.

g. The Architect or its insurance company shall provide to the City at least thirty (30) days advanced written notice by REGISTERED MAIL prior to any renewal or expiration date of any insurance policy.

~~**§ 2.5.1** Commercial General Liability with policy limits of not less than ($) for each occurrence and ($) in the aggregate for bodily injury and property damage.~~

~~**§ 2.5.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ($) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.~~

~~**§ 2.5.3** The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~

~~**§ 2.5.4** Workers' Compensation at statutory limits.~~

~~**§ 2.5.5** Employers' Liability with policy limits not less than ($) each accident, ($) each employee, and ($) policy limit.~~

~~**§ 2.5.6** Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than ($) per claim and ($) in the aggregate.~~

~~**§ 2.5.7 Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.~~

~~**§ 2.5.8** The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.~~

§ 2.6 The Architect is responsible for the coordination of all drawings and other design documents relating to the Architect's project design, regardless of whether such drawings and documents are prepared by the Architect or by the Architect's sub-consultants. If preliminary or design development work has been performed by others, the Architect is nevertheless fully responsible for and accepts full responsibility for such earlier work when the Architect performs subsequent phases of the Basic Services, as fully as if the preliminary, schematic, and design development work had been performed by the Architect itself. The Architect is responsible for the coordination and internal checking of all design documents and the accuracy of all dimensions, layout and specified information contained therein, as fully as if each document were prepared by the Architect. The

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Architect is responsible for the completeness and accuracy of all documents, including drawings and specifications, submitted by or through the Architect and for their compliance with all applicable codes, ordinances, regulations, laws, and statutes.

§ 2.7 The Architect must prepare drawings, specifications and other documents necessary so that the construction contract bid from a responsive, responsible bidding Contractor will be within the Cost of Work (COW) defined by the last estimate agreed upon by the Architect and Owner prior to Project Bidding. If all bids received and opened exceed the COW, the Architect, at the request of City and for no additional cost to the City, shall prepare a report for the City identifying why the bids exceeded the COW. The City then has four (4) options if the bids exceed the Cost of Work Estimate. The City may: (1) give written approval of an increase in the Project cost; (2) authorize rebidding of the Project; (3) terminate the Project and this Contract; or (4) cooperate in revising the Project scope or specifications, as necessary to reduce the Construction Cost. If option number 4 is selected, the Architect shall be responsible to redesign at its own expense to reduce scope to get within budget.

§ 2.8 For each design deliverable, the Architect shall provide an estimate for the mechanical, plumbing, fire protection, electrical, low voltage systems (audio, visual, security, voice/data) fixtures and furniture scopes of work. Furthermore, the Architect shall collaborate with and review Navigate Building Solutions estimates of the civil, structural and building scope of services. The Architect may, at its own expense, prepare independent estimates of the COW if deemed necessary to satisfy Article 2.7.

§ 2.9 The Architect agrees to follow and abide by all requirements of the City of St. Charles' Project Management Manual (PMM) in the execution of this contract.

§ 2.10 The Architect shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of this Contract, the Architect designates Matt Sutherland, AIA as their Project Manager on the Project. This person shall be the primary contact with the City's Project Manager and shall have responsible authority for delivering the services of this contract. If not the herein designated Project Manager, the Architect shall also designate, in writing to the City, the person in their firm with the authority to bind the Architect. So long as the person named above remains employed by the Architect, he or she shall perform the function of Project Manager on this Project. A personnel change must be approved by the City, but not unreasonably withheld.

§ 2.11 The Architect shall sign and affix its licensing seal to all final plans, specifications and engineering data prepared by the Architect and shall cause all sub-consultants to sign and seal their final documents where required by law. Any review or approval by the City of any documents prepared by the Architect or its sub-consultants including, but not limited to, the plans and specifications, shall be only to determine whether such documents are consistent with the City's construction program and intent and shall not be construed as approval of same by the City. No review of such documents by the City shall relieve the Architect or its sub-consultants of its responsibility for the accuracy, adequacy, fitness, suitability, and coordination of its work product.

§ 2.12 The Architect shall maintain all Project records for inspection by the City during the contract term and for five (5) years from the date of final payment and shall notify the City prior to their disposal.

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional ~~Services.~~Services to the Owner and Owner's Representative.

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§ 3.1.7 The Architect shall include the following as part of Basic Services:

a. Architectural and Interior Design
b. Mechanical Engineering (including energy modeling if required to achieve cost beneficial Ameren/Spire incentives).

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c. Plumbing Engineering
d. Electrical Engineering
f. Fire Protection Engineering
g. Structural Engineering
h. Civil Engineering for the Building and the proposed site
i. Low Voltage System Design including:
    i. Audio Visual Systems
    ii. Board Room Systems
    iii. Telecom and Data Backbone (Coordination with County Vendors)
    iv. Security design including perimeter entry, interior access, and monitoring.
    v. Parking Access and POS equipment.
j. Landscape and Irrigation Design
k. Furniture inventory, planning, selection, estimating and procurement. It is anticipated that a furniture package will be competitively bid to local furniture suppliers.
l. Signage Design: interior, exterior and wayfinding
m. Acoustical Design: Though it is not anticipated that a third-party acoustical sub-consultant is required, the design team will be responsible for addressing exterior acoustical concerns.
n. Public Agency Interface: All pre-planning required for AHJ approvals and permitting.
o. MEPFP, Furniture, AV, specialty systems estimating
p. Code Analysis: Overall building and life safety code reviews to be conducted by all disciplines. All meetings with Authorities Having Jurisdiction (AHJ's) to confirm code interpretations and design assumptions and to pre-plan for permitting.
q. Presentations to the City Council: One presentation per design phase
r. Typical construction phase administration
s. Commissioning: All services required to identify and specify Code required Commissioning as part of the bid documents. All field services required by code to verify Commissioning efforts specified.

PAGE 10

~~.1 facilitating the distribution of Bidding Documents to prospective bidders;~~
~~.2 organizing and conducting a pre-bid conference for prospective bidders;~~
~~.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,~~
~~.4~~ [illegible] The Architect shall attend and assist with a pre-bid conference for prospective bidders.

PAGE 11

§ 3.5.2.4 The Architect shall attend and assist with the opening of bids.

...

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner and Owner's Representative reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

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§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. ~~The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.~~

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§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for ~~information.~~information at no additional cost to the Owner.

...

§ 3.6.5.3 Preparation of Change Orders which are not initiated by the Owner shall be included as a basic service, at no additional cost to the Owner, unless the Owner, in its reasonable discretion, agrees to additional compensation for good cause shown by the Architect with the Contract Documents.

...

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final ~~completion;~~completion.

.2 issue Certificates of Substantial ~~Completion;~~Completion.

PAGE 14

§ 4.1.1 The services listed below are ~~not~~ included in Basic Services ~~but may be~~ and are required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

...

§ 4.1.1.1 Programming	By Architect
§ 4.1.1.2 Multiple preliminary designs	Up to Two Design Renderings Per Project by Architect

...

§ 4.1.1.8 Civil engineering	By Architect
§ 4.1.1.9 Landscape design	By Architect
§ 4.1.1.10 Architectural interior design	By Architect

...

§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	MEPFP, Furniture, Low Voltage Systems Estimates by Architect

...

§ 4.1.1.14 Conformed documents for construction	By Architect

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...

§ 4.1.1.16 As-constructed record drawings	By Architect

...

§ 4.1.1.21 Telecommunications/data design	By Architect
§ 4.1.1.22 Security evaluation and planning	By Architect
§ 4.1.1.23 Commissioning	Code Required Commissioning Specifications by Architect

...

§ 4.1.1.28 Furniture and furnishings	By Architect
~~§ 4.1.1.28 Furniture, furnishings, and equipment design~~	

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~~.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;~~

~~.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;~~

~~.6~~ Preparation ~~of design and documentation for alternate bid or proposal requests proposed by the Owner;~~

~~.7 Preparation~~ for, and attendance at, a public ~~presentation,~~ presentation (other than City Council Meetings), meeting or hearing;

~~.8~~ .5 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

~~.9~~ .6 Evaluation of the qualifications of entities providing bids or proposals;

~~.10~~ .7 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

~~.11~~ .8 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The ~~Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.~~Architect shall notify the owner and owner's representative of any potential additional fee requests prior to proceeding with any of these services and gain approval prior to proceeding with the scope of the additional service.

~~.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;~~

~~.2~~ Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

~~.3~~ .2 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

~~.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,~~

~~.5~~ .3 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

PAGE 16

.1 Maximum of three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 ~~( )~~ Bi-Weekly visits to the site by the Architect during construction

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.3 Maximum of two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 two (2) inspections for any portion of the Work to determine final completion.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty six (36) months of the date of this Agreement, through no fault of the Architect, ~~extension of the Architect's services beyond that time shall be compensated as Additional Services.~~the Architect's rates may be subject to a mutually agreed upon increase.

...

Todd Sweeney
Navigate Building Solutions

PAGE 17

§ 5.15 Within ~~15~~ 30 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

...

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner. The Cost of Work does not include the compensation of Navigate Building Solutions or any other professional services consultant.

PAGE 18

~~**§ 6.7** If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.~~

a. All Documents prepared in connection with this Project shall be the property of the Architect, whether the Project for which they are made is constructed or not. However, the Architect shall provide the City a copy of all completed or, in the case of termination of the project partially completed, documents in reproducible form, including but not limited to prints, reproductions, and electronic CAD files. Reports, plans, specifications, and related documents are the Architect's copyrighted instruments, and at the option of the Architect may so identify them by appropriate markings. Provided the Architect is paid for its services, either by termination or completion of services, then City shall subsequently be entitled to use these documents without any additional compensation or agreement of the Architect, however, such use, without written verification or adaptation by the Architect for the specific purpose intended by the City shall be at the City's sole risk and without liability or legal exposure to the Architect whatsoever. If the City does reuse the Architect's documents on another project, it shall retain an Architect or another licensed and insured professional engineer to review, adapt and seal such documents. The City does not take any responsibility for the use of documents by persons other than the City. The submission of or

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distribution of documents to meet regulatory requirements is not to be considered contrary to any of Architect's rights to the documents.

~~§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.~~

~~§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.~~

~~§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.~~

~~§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.~~

~~§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.~~

~~§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.~~

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a. The City and the Architect agree that disputes regarding the Project shall first be addressed by negotiations between the parties. If negotiations between the parties fail to resolve the dispute, then the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, the Architect shall proceed with the Services pursuant to this Contract as if no dispute existed, and the City shall continue to make payment for the Architect's completed services unless the Architect gives notice of termination. Nothing herein shall prohibit the parties from mutually agreeing upon another method of dispute resolution.

~~§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case~~

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not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[ ] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

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~~**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~**§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 8.3.4 Consolidation or Joinder**~~

~~**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~**§ 8.3.4.3** The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

~~**§ 8.4** The provisions of this Article 8 shall survive the termination of this Agreement.~~

a. **Notice:** The City shall have the authority and right to terminate this Contract for cause or its convenience and without cause or default on the part of the Architect, by providing ten (10) days' written notice of the termination to the Architect. Upon receipt of notice of termination from the City, the Architect shall, at City's option as contained in the notice: (1) immediately cease all Services; or (2) meet with the City and, subject to the City's approval, determine what Services shall be required of the Architect to bring the Project to a reasonable termination per the request of the City. The Architect shall also provide to the City copies of all Documents completed or partially completed at the date of termination.

If the City defaults on its obligation under this Contract, the Architect is entitled to terminate this Contract by providing ten (10) days written notice to the City.

b. **Termination for Cause:** If this Contract is terminated for cause, after notice to the Architect and a period of ten (10) days for the Architect to remedy the cause for termination, the City may take over the Services and prosecute same to completion, by contract or otherwise, for the amount and at the expense of the Architect, and the Architect shall be liable to the City for reasonable excess costs incurred by the City because of such prosecution and completion. When the contract has been terminated, such termination shall not affect any rights or remedies of the City against the Architect then existing or which may later accrue. Similarly, any retention or payment of monies due to the Architect shall not release the Architect from liability.

c. **Compensation for Convenience Termination:** If the City terminates this Contract for its convenience as herein provided, the City shall compensate the Architect for all Services completed to the date of its receipt of the termination notice and for any additional Services requested by the City to bring the Project to reasonable termination. Compensation to the Architect shall not include the anticipatory profit or consequential damages, neither of which will be allowed.

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d. **Compensation for Cause Termination:** If the City terminates this Contract for cause or default by the Architect, the City shall compensate the Architect for the reasonable cost of Services completed to the date of its receipt of the termination notice. Compensation to the Architect shall not include the anticipatory profit or consequential damages, neither of which will be allowed. The City also retains all of its rights and remedies against the Architect including but not limited to its rights to sue for damages, interest and attorney fees.

e. **Incomplete Documents:** The Architect shall not be responsible for errors or omissions in documents that are incomplete as a result of early termination of this Contract pursuant to this Section.

f. **Non-Appropriation Clause:** Notwithstanding other terms to the contrary, the obligation of CITY under this Contract shall cease immediately for a fiscal year in which CITY does not, for any reason, appropriate funds for this Contract.

~~**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.~~

~~**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.~~

~~**§ 9.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.~~

~~**§ 9.4** Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.~~

~~**§ 9.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.~~

~~**§ 9.6** If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.~~

~~**§ 9.7** In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:~~
~~*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*~~

~~.1 Termination Fee:~~

~~.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:~~

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~~§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.~~

~~§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.~~

§ 10.1 ~~This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~Any disputes between parties shall be governed by Missouri Law. 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.

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~~§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.~~

~~§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.~~

~~§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.~~

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

§ 10.11 Architect is an independent contractor, and nothing contained herein shall constitute or designate Architect or any of its employees, agents or sub-consultants as an employee of the Owner.

§ 10.12 Architect 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.

§ 10.13 Architect acknowledges the award of the Contract requires compliance with:

1. Section 208.009 RS MO which requires Architect to provide Owner 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 Owner awarding Architect the Contract;

2. Section 285.530(2) RS MO regarding enrollment and participation in a federal work authorization program with respect to all persons working in connection with the Contract. The Architect 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 Architect 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

3. City Code of Ordinance Section 145.040 which requires any person used by Architect in the performance of the Contract who is a registered sex offender and has in-person contact with any

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employee(s) of Owner or resident or is physically present on Owner's property to register with the City Police Department.

§ 10.14 Owner 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 Architect, including, but not limited to those kept by its employees, agents, assigns, successors and sub-consultants.

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~~.1 Stipulated Sum~~
~~*(Insert amount)*~~

~~.2 Percentage Basis~~
~~*(Insert percentage value)*~~

~~( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~

~~.3 Other~~
~~*(Describe the method of compensation)*~~
Refer to Exhibit A for breakdown of Base Contract lump sum compensation per project.

...

Included in 11.1

...

Refer to Exhibit A for breakdown of Additional Services lump sum compensation per project.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus five percent (~~%),~~ 5%), or as follows:

...

§ 11.5 When compensation for Basic Services and Additional Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as ~~follows:~~follows, per project:

Schematic Design Phase	Thirty	percent (	30	%)
Design Development Phase	Thirty	percent (	30	%)
Construction Documents Phase	Twenty Five	percent (	25	%)
Procurement Phase	Two and One Half	percent (	2.5	%)
Construction Phase	Twelve and One Half	percent (	12.5	%)

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Partner/ Principal.....$200.00
Director.....$175.00
Architect II.....$160.00
Architect I/ Designer II.....$125.00
Designer I.....$100.00
Intern Designer.....$85.00

...

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~~.1 Transportation and authorized out-of-town travel and subsistence;~~
~~.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~
~~.3~~
.1 Permitting and other fees required by authorities having jurisdiction over the Project;
~~.4~~ .2 Printing, reproductions, plots, and standard form documents;
~~.5 Postage, handling, and delivery;~~
~~.6~~ .3 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
~~.7 Renderings, physical models, mock-ups, professional photography, and presentation materials~~ .4 Physical models, mock-ups, professional photography requested by the Owner or required for the Project;
~~.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;~~
~~.9 All taxes levied on professional services and on reimbursable expenses;~~
~~.10 Site office expenses;~~
~~.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,~~
~~.12 Other similar Project-related expenditures.~~ .5 Architect shall provide Owner with two full size and one half size sets of documents at each design milestone
.6 Architect shall provide to Navigate Building Solutions one full size and one half size set of documents at each design milestone for each project. Anticipated Design Milestones are Schematic Design, Design Development, 50% Construction Documents, 100% Construction Documents.

§ 11.8.2 For Reimbursable ~~Expenses~~ Expenses, the compensation shall be the expenses incurred by the Architect and the Architect's ~~consultants plus percent (%) of the expenses incurred.~~sub-consultants plus zero percent (0%) of the expenses incurred. Total Reimbursable Expenses shall not exceed $20,000.

~~**§ 11.9 Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:~~
~~*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*~~

...

§ 11.10.1.1 An initial payment of zero ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ~~($~~ zero($ 0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.
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§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

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12.1.1 Architect shall provide Owner the following Schematic Design Documents for each project as identified in Exhibit A by a mutually agreed upon date. If the Schematic Design is approved by the City Council by the end of 2021, the Design team shall complete 100% Construction (bid) Documents by June 2022. Bidding and Construction shall then commence with a completion date of 16 months from the award of contract to the lowest qualified bidder.

12.1.2 Schematic Design Deliverables (as applicable to each project identified in Exhibit A):

1. Site Plan
   a. Existing and proposed contours.
   b. Paving/sidewalk/curb/fence/parking equipment layouts.
   c. New and existing water/sewer/fire protection/fuel lines/telephone/electric layouts and related structures.
   d. Preliminary cut, fill, hauling on/off assumptions
   e. Preliminary site lighting layout.
   f. Retaining/planter wall locations.
2. Structural Plan
   a. Structural narrative
   b. Typical framing.
   c. Typical column schedule.
   d. Typical foundation schedule.
   e. Typical shear wall, moment and/or braced frame details
   f. Below grade/foundation wall details.
3. Exterior Facade Design
   a. Up to two color renderings of each project for City Council consideration
   b. Elevations of the preferred option.
   c. Proposed glazing types
   d. Proposed skin types
   e. Specialty trim material/types
   f. Material unit cost assumptions
   g. Typical wall sections.
4. Schematic Floor Plans
   a. Partition layout to scale.
   b. Interior wall and glazing types.
   c. Built-in casework locations
5. Typical Architectural Details
6. Preliminary Finish Schedule
7. Mechanical / Plumbing Design
   a. System narrative
   b. Major equipment locations
   c. Service requirements
   d. Distribution strategy
   e. Control philosophy
8. Electrical Design
   a. System narrative
   b. Major equipment locations
   c. Service requirements
   d. Backup power requirements
   e. Audiovisual systems
   f. Phone/data requirements
   g. Security requirements
   h. Preliminary lighting schedule

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9. Fire Protection Design
    a. System narrative
    b. Specialty systems
    c. Alarm/Life safety – description of systems
10. Building Management System Description (Where applicable)
11. Outline Specifications for All Disciplines
12. Preliminary Furniture List and Budget
13. Miscellaneous
    a. Landscaping narrative and allowance
    b. Signage strategy and allowance
    c. Hardware description and allowance
    d. Building automation strategy and allowance
    e. Owner-furnished and installed equipment
    f. Owner furnished/Contractor installed equipment
    g. Appliance and casework assumptions
    h. Enhanced field commissioning scope of work and allowance

PAGE 24

~~.2 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

~~*(Insert the date of the E203-2013 incorporated into this agreement.)*~~

~~_____~~

...

~~[ ] AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:~~
~~*(Insert the date of the E204-2017 incorporated into this agreement.)*~~
Exhibit A] Project Scopes of Work, Design Schedules, Budgets, and Compensation

~~[ ] Other Exhibits incorporated into this Agreement:~~[Exhibit B] Approved Preliminary Schematic Program

~~*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*~~

~~_____~~

~~.4 Other documents:~~
~~*(List other documents, if any, forming part of the Agreement.)*~~

This Agreement entered into as of the day and year first written above.

	9/14/2021

PAGE 25

Brad Temme, City of St. Charles	John Mueller, Managing Partner, AIA

...

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EXECUTION OF CONTRACT.
The parties have caused this Contract to be executed in duplicate originals on this 22nd day of September, 20 21.

CITY OF ST. CHARLES, MISSOURI:

9/22/21
By: Daniel J. Borgmeyer, Mayor Date

Attest:

9/22/21
Laura L. Whitehead, City Clerk Date

CONSULTING ARCHITECT:
JEMA, LLC

By: Authorized Signatory Date

By: John Mueller, AIA, Managing Partner

Printed Name of Authorized Signatory

Attest:

Signature Date

2

Printed Name

CERTIFICATE OF DIRECTOR OF FINANCE

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

By:
Tracy Benton-Felder, Director of Finance

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:52:49 ET on 09/14/2021 under Order No. 2114237056 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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JEMA

EXHIBIT A:
Project Scopes of Work, Design Schedules, Budgets and Compensation
City of St. Charles, MO

PROJECTS

Base Contract

1. **Fire Station No. 2 [new construction]:** site to be determined
2. **Fire Station No. 3 [new construction]:** 2917 Elm Street St. Charles, MO 63301
3. **Police Station [renovation]:** 1781 Zumbehl Road St Charles, MO 63303
4. **Courts [relocation and renovation]:** The Existing City Hall Building located at 200 N 2nd Street St Charles, MO 63301.

Additional Services Contract

5. **Fire Station No. 1 [renovation and addition]:** 911 N 6th Street St Charles, MO 63301
6. **Fire Station No. 5 [renovation and addition]:** 1650 Hawks Nest Drive St Charles, MO 63303
7. **City Hall [relocation and renovation]**

SCOPE OF WORK

Base Contract

Fire Station No. 2:
Design of a new 10,100 gsf ground-up fire station with 2 apparatus bays and 6 bunk rooms on a site to be determined. Architectural services to include architectural and interior design as well as coordination of consultants for site analysis, civil engineering, structural, landscape, mechanical, electrical, plumbing and fire protection.

Fire Station No. 3:
Demolition of existing fire station and design of a new 10,100 gsf ground-up fire station on the same site with 2 apparatus bays and 6 bunk rooms. Architectural services to include architectural and interior design as well as coordination of consultants for site analysis, civil engineering, structural, landscape, mechanical, electrical, plumbing and fire protection.

JEMA assumes St. Charles City Fire Stations No. 2 and No. 3 are identical stations with the exception of the front and rear facades. Site conditions, grades and the architectural language of the neighborhood's vernacular will influence the facades.

Police Station:
Renovation of 20,800 gsf of the existing police station. Architectural services to include architectural and interior design as well as coordination of consultants for mechanical, electrical, plumbing and fire protection, assuming no landscape, civil and structural engineering required.

Courts:
Renovation of 5,400 gsf of first and fourth floors of the existing city hall. Architectural services to include architectural and interior design as well as coordination of consultants for mechanical, electrical, plumbing and fire protection, assuming no landscape, civil and structural engineering required. Total renovation scope contingent on full assessment of existing conditions.

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Additional Services Contract

Fire Station No. 1 [renovation and addition]:
Adding a new 985 gsf addition, partial renovation to the first floor, renovation of 3,530 gsf of the second floor and associated site improvements of the existing station. Architectural services to include architectural and interior design as well as coordination of consultants for site analysis, civil engineering, structural, landscape, mechanical, electrical, plumbing and fire protection.

Fire Station No. 5 [renovation and addition]:
Adding a new 720 gsf addition to the first floor, renovation of 3,060 gsf and associated site improvements of the existing station. Architectural services to include architectural and interior design as well as coordination of consultants for site analysis, civil engineering, structural, landscape, mechanical, electrical, plumbing and fire protection.

City Hall:
Renovation of 45,000 gsf on three floors in the Building. The addition of a new elevator assumes no structural upgrades to the existing facility. Architectural services to include architectural and interior design as well as coordination of consultants for site analysis, civil engineering, structural, landscape, mechanical, electrical, plumbing and fire protection. Total renovation scope contingent on full assessment of existing conditions. Assumes no overall building structural upgrades.

SCHEDULE:

Base Contract

Fire Station 2: 9 months (dependent upon final site selection by owner)

Schematic Design:	2 months - anticipated start date September 2021
Design Development:	4 months
Construction Documents:	3 months
Bidding and Award:	per owner/ owner's representative

Fire Station 3: 9 months

Schematic Design:	2 months - anticipated start date September 2021
Design Development:	4 months
Construction Documents:	3 months
Bidding and Award:	per owner/ owner's representative

Police Station: 7 months

Schematic Design:	2 months - anticipated start date September 2021
Design Development:	3 months
Construction Documents:	2 months
Bidding and Award:	per owner/ owner's representative

Docusign Envelope ID: 7F57128E-F341-4D74-B7D8-908CCCF3157A

Courts: 7 months

Schematic Design:	2 months - start date to be determined
Design Development:	3 months
Construction Documents:	2 months
Bidding and Award:	per owner/ owner's representative

Additional Services Contract (Schedule dependent on city initiation of phase)

Fire Station No. 1 [renovation and addition]: 6 months

Schematic Design:	1 months - start date to be determined
Design Development:	3 months
Construction Documents:	2 months
Bidding and Award:	per owner/ owner's representative

Fire Station No. 5 [renovation and addition]: 6 months

Schematic Design:	1 months - start date to be determined
Design Development:	3 months
Construction Documents:	2 months
Bidding and Award:	per owner/ owner's representative

City Hall: 9 months

Schematic Design:	2 months - start date to be determined
Design Development:	4 months
Construction Documents:	3 months
Bidding and Award:	per owner/ owner's representative

CONSTRUCTION BUDGET:

Base Contract Construction Budget Total: $12,050,000

Fire Station 2:
Construction Budget: $3,500,000.00

Fire Station 3:
Construction Budget: $3,500,000.00

Police Station:
Construction Budget: $3,300,000.00

Courts:
Construction Budget: $1,750,000.00

Additional Services Contract Construction Budget Total: $8,670,000

Fire Station No. 1 [renovation and addition]:
Construction Budget: $1,520,000.00

Docusign Envelope ID: 7F57128E-F341-4D74-B7D8-908CCCF3157A

Fire Station No. 5 [renovation and addition]:
Construction Budget: $1,000,000.00

City Hall:
Construction Budget: $6,150,000.00

COMPENSATION:

A fixed fee in the amount of:

Base Contract: ONE MILLION TWELVE THOUSAND FOUR HUNDRED AND EIGHTY DOLLARS ($1,012,480) includes the following breakdown of values by site:

Base Contract

Fire Station 2:
Design Fees: $262,500.00

Fire Station 3:
Design Fees: $297,500.00

Police Station:
Design Fees: $295,680.00

Courts:
Design Fees: $156,800.00

Additional Services Contract: SEVEN HUNDRED SEVENTY SIX THOUSAND AND FIVE HUNDRED AND TWENTY EIGHT DOLLARS ($776,528.00) includes the following breakdown of values by site:

Additional Services Contract

Fire Station No. 1 [renovation and addition]:
Design Fees: $136,130.00

Fire Station No. 5 [renovation and addition]:
Design Fees: $89,600.00

City Hall:
Design Fees: $550,798.00

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JEMA | EXHIBIT B
Approved Preliminary Schematic Program

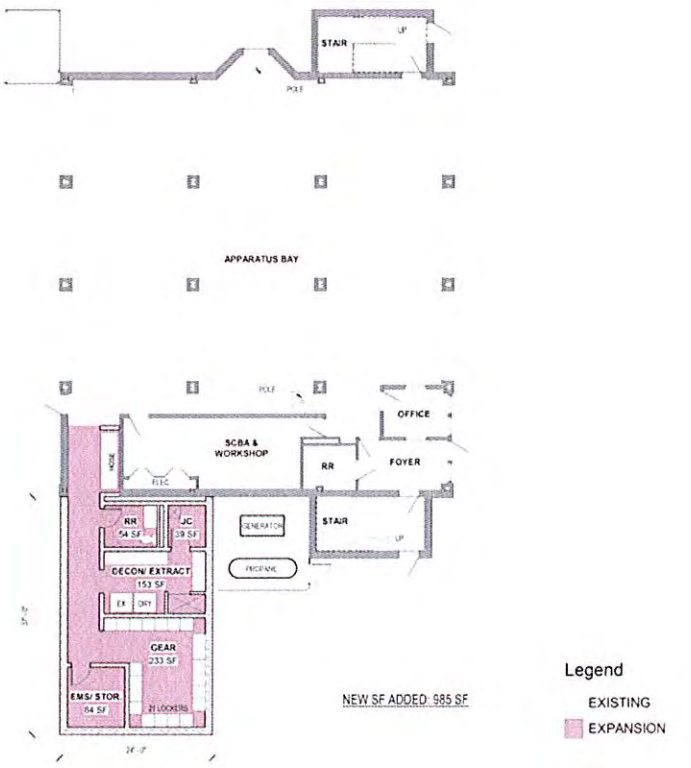
FIRE STATION NO. 1
PROPOSED RENOVATION AND ADDITION



SITE PLAN

The proposed Fire Station No. 1 design includes a first floor addition and full renovation of the second floor. The first floor addition will include gear turnout lockers, EMS storage and a decontamination and gear extractor room. Additionally, all windows, apparatus bay doors, roofing and interior lighting are to be replaced. The second floor renovation will include 7 private bunk rooms and 4 private full baths able to handle three shifts. Also, a new kitchen, remodeled dining and day room as well as a reconfigured improved fitness room are included.

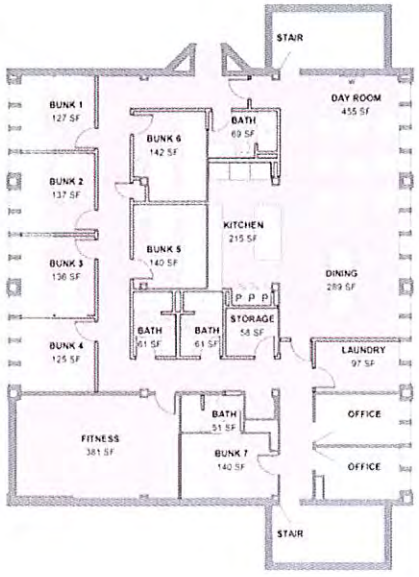
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LEVEL 1 - FLOOR PLAN

GENERAL NOTES: SD PRICING FLOOR PLAN

1. FITNESS CENTER TO HAVE TWO CEILING FANS AND RUBBER FLOORING
2. ALL BATHROOMS TO HAVE CERAMIC OR PORCELAIN TILE AND QUARTZ COUNTERTOP
3. KITCHEN TO HAVE QUARTZ COUNTERTOPS
4. LIVING SPACES TO HAVE LVT FLOORING THROUGHOUT. BUNK ROOMS TO HAVE CAR

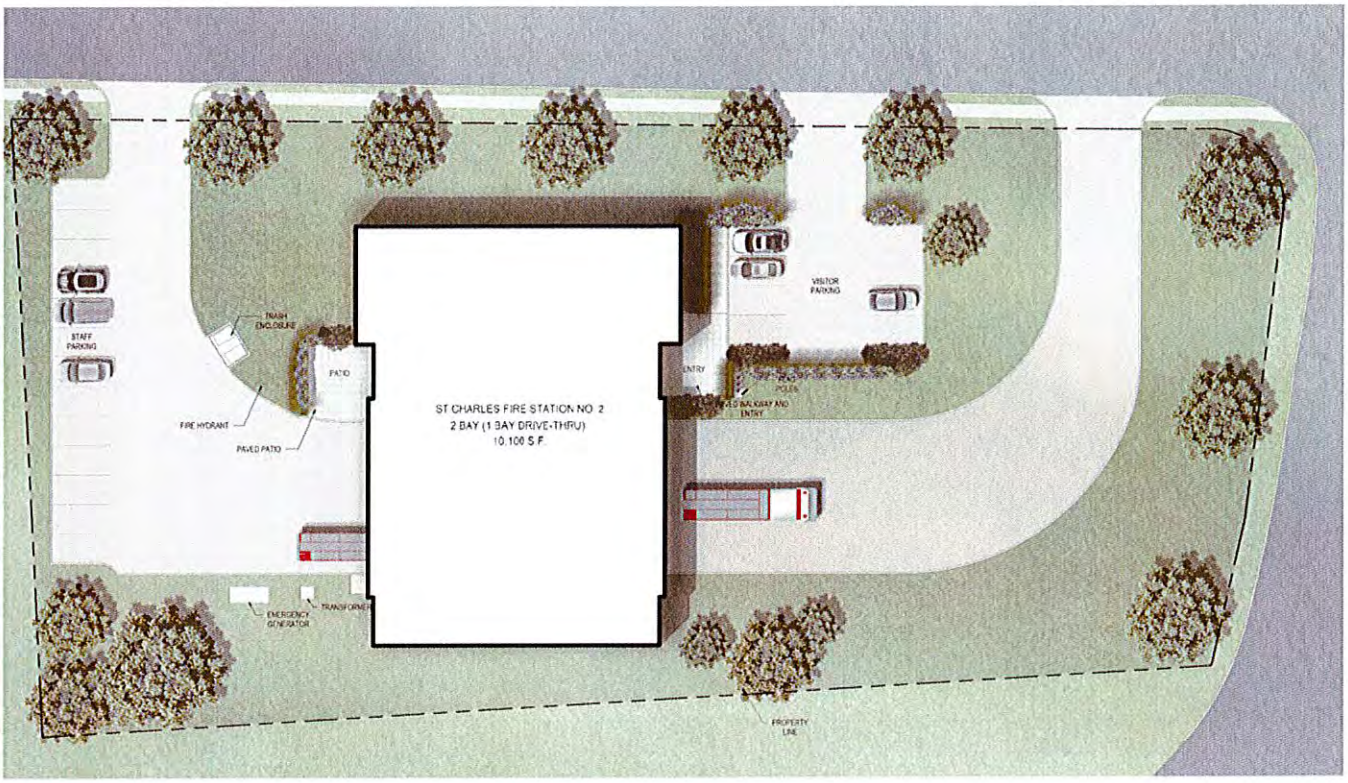


RENOVATION: 3,530 SF

LEVEL 2 - FLOOR PLAN

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FIRE STATION NO. 2
PROPOSED NEW STATION



SITE PLAN

Fire Station No. 2 is a new state of the art building relocated on a more convenient site to be determined near the convention center. This station will house 2 apparatus bays and 6 private bunk rooms with the ability to provide a level of protection and security to the community exceeding the current standards.

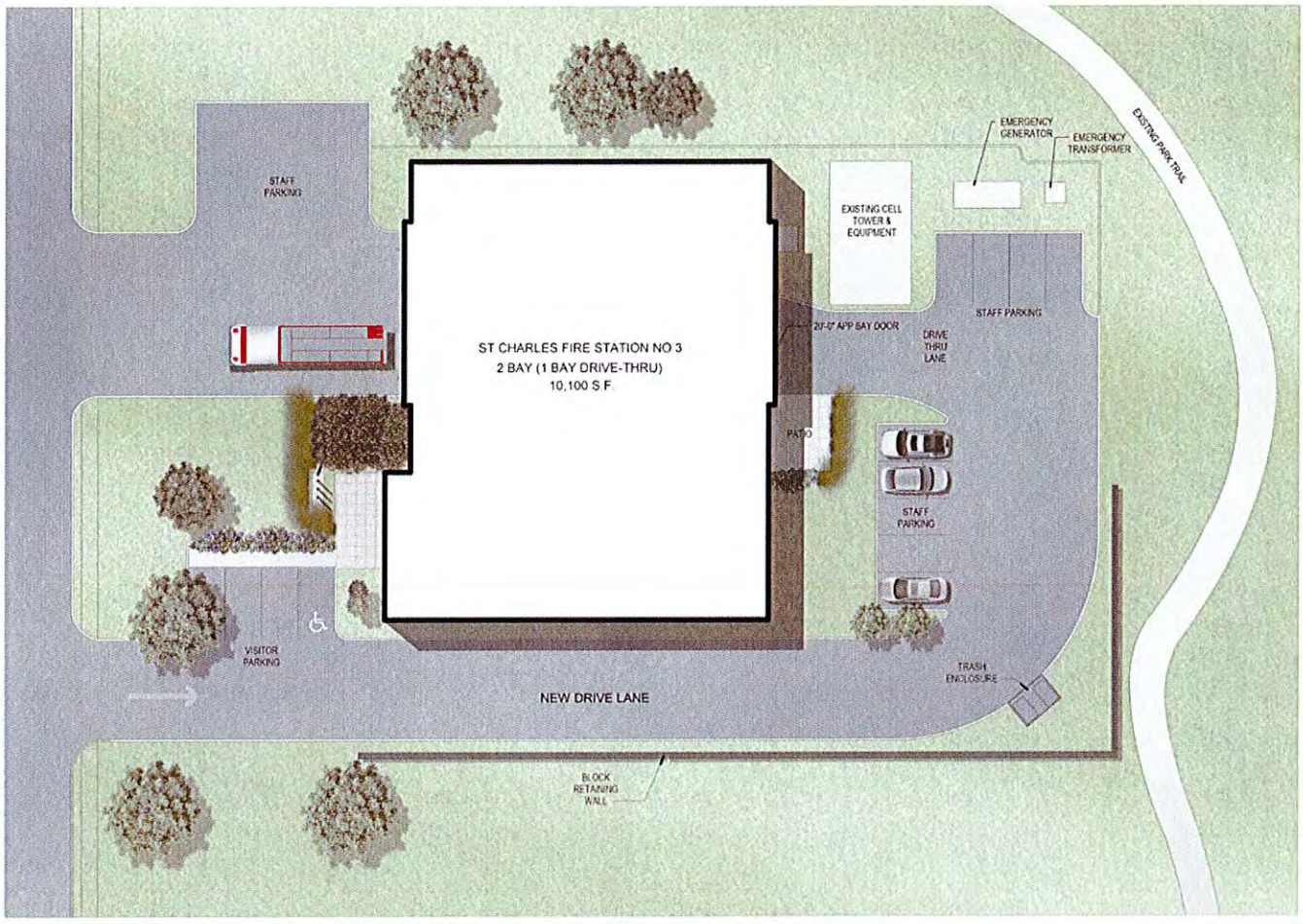
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LEVEL 1 - FLOOR PLAN

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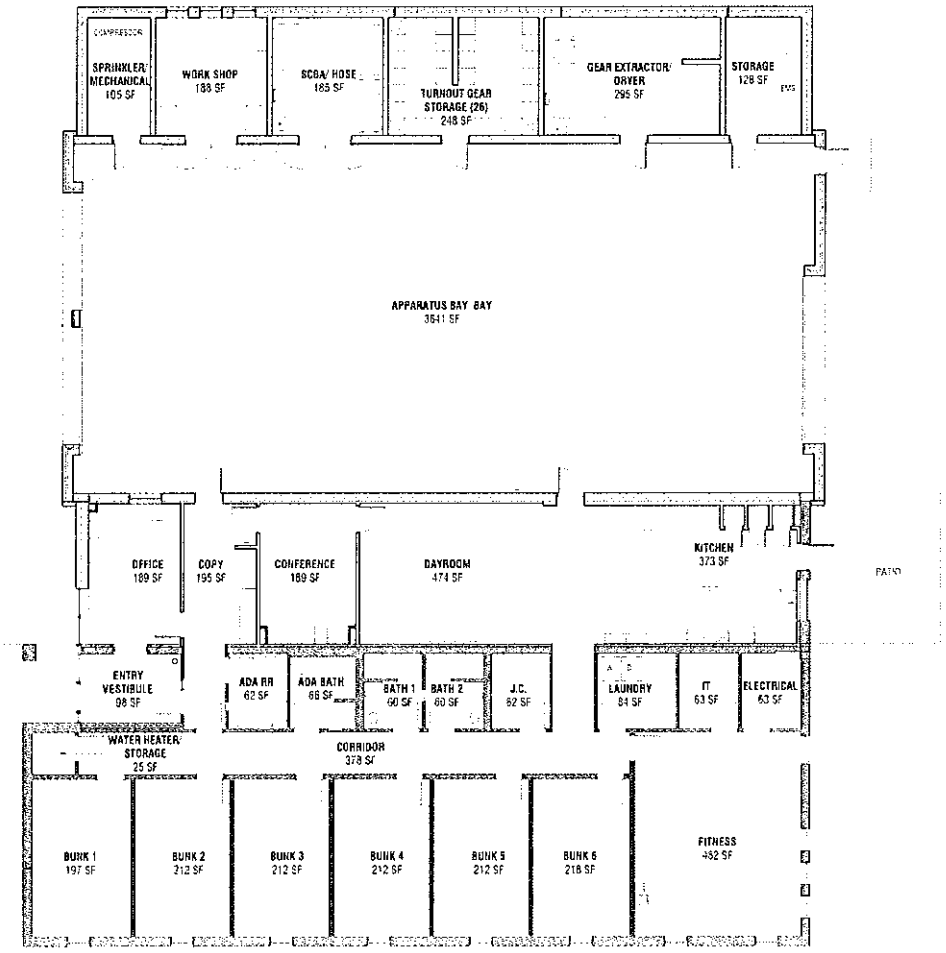
FIRE STATION NO. 3
PROPOSED NEW STATION



SITE PLAN

Fire Station No. 3 is a new state of the art building. This station will be rebuilt on the current No. 3 site. Similar to the new Fire Station No. 2, this station will house 2 apparatus bays and 6 private bunk rooms with the ability to provide a level of protection and security to the community exceeding the current standards.

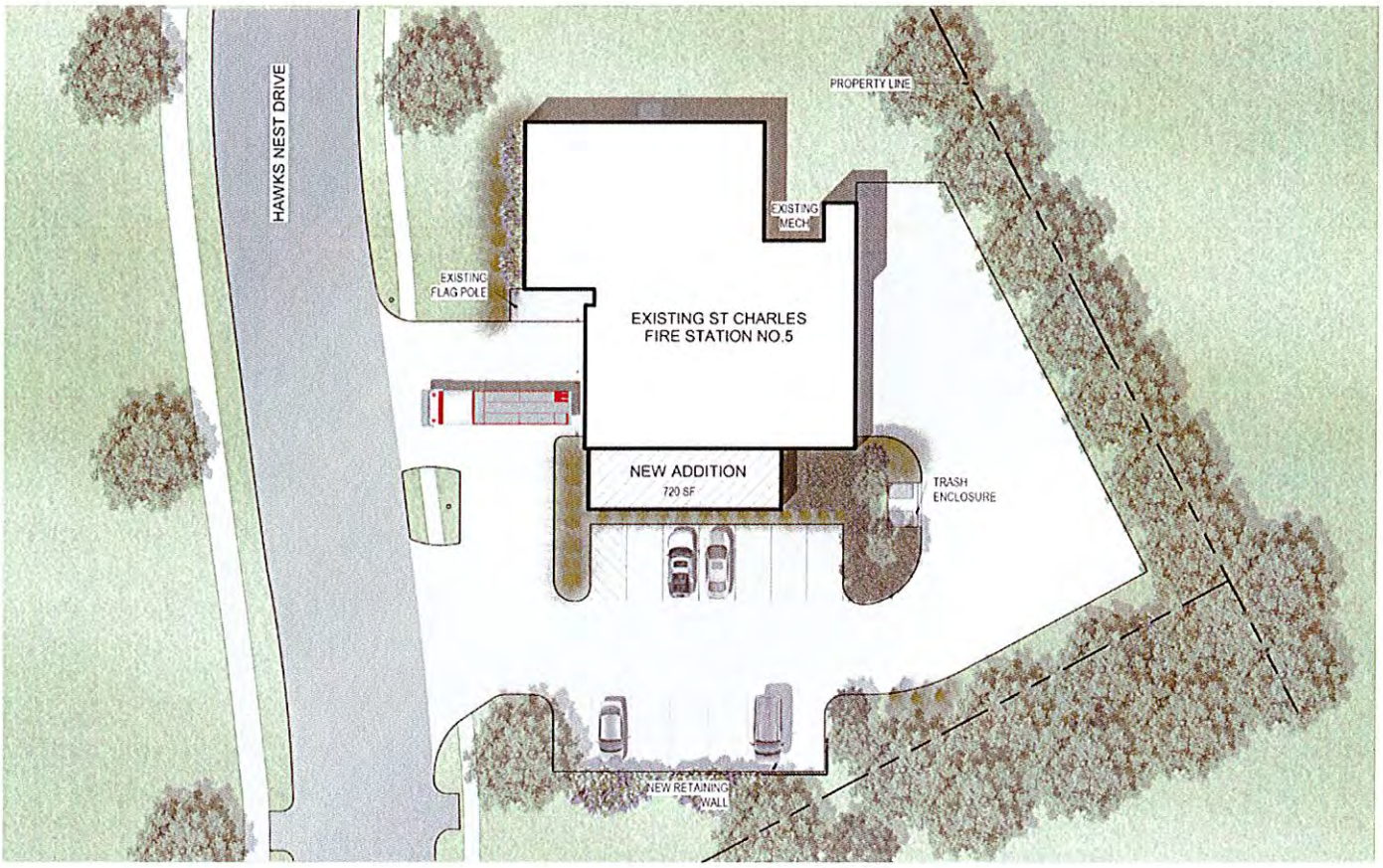
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LEVEL 1 - FLOOR PLAN

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FIRE STATION NO. 5
PROPOSED RENOVATION AND ADDITION



SITE PLAN

Fire Station No. 5 encompasses a first floor addition and full renovation of the living quarters. The first floor addition will include a work room, SCBA storage, a decontamination room with gear extractor, and new gear turnout lockers. The first floor renovated areas will include 6 private bunk rooms, 3 private full baths able to handle three shifts, and all new offices and renovated kitchen. The dining and day room will also be fully renovated. Also included is a new laundry room in the existing basement.

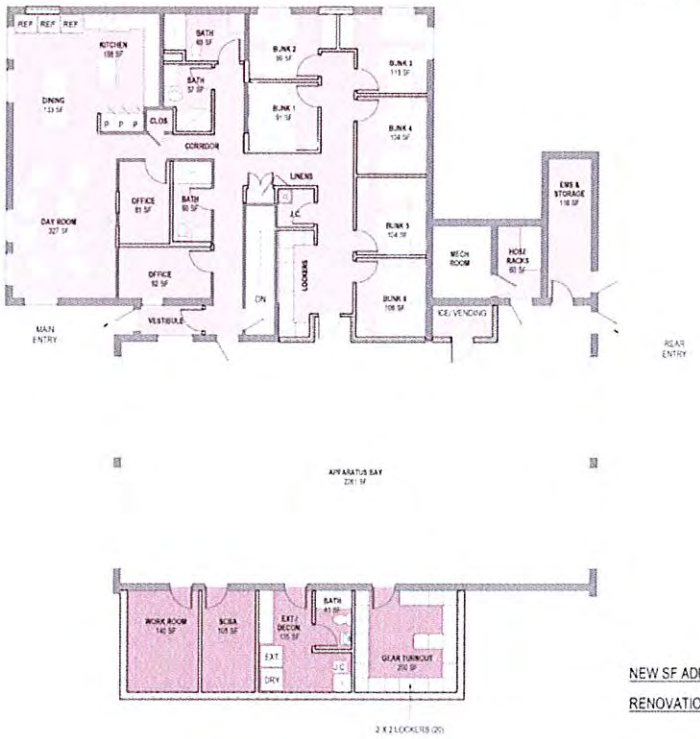
Docusign Envelope ID: 7F57128E-F341-4D74-B7D8-908CCCF3157A

JEMA

EXHIBIT B
Approved Preliminary Schematic Program

GENERAL NOTES: SD PRICING FLOOR PLAN

1. ALL BATHROOMS TO HAVE CERAMIC OR PORCELAIN TILE AND QUARTZ COUNTERTOPS
2. KITCHEN TO HAVE QUARTZ COUNTERTOPS
3. LIVING SPACES TO HAVE LVT FLOORING THROUGHOUT. BUNK ROOMS TO HAVE CARPE



NEW SF ADDED: 720 SF

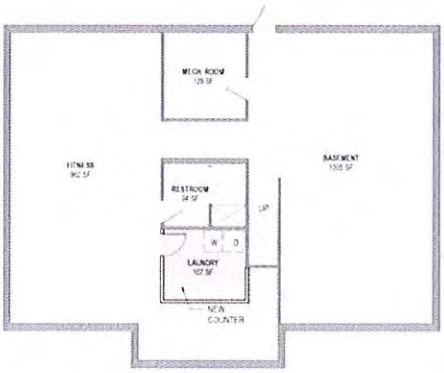
RENOVATION: 2,980 SF

Legend
- EXISTING
- EXPANSION
- RENOVATION

LEVEL 1 - FLOOR PLAN

GENERAL NOTES: SD PRICING FLOOR PLAN

1. ALL BATHROOMS TO HAVE CERAMIC OR PORCELAIN TILE AND QUARTZ COUNTERTOPS
2. KITCHEN TO HAVE QUARTZ COUNTERTOPS
3. LIVING SPACES TO HAVE LVT FLOORING THROUGHOUT. BUNK ROOMS TO HAVE CARPET



RENOVATION: 73 SF

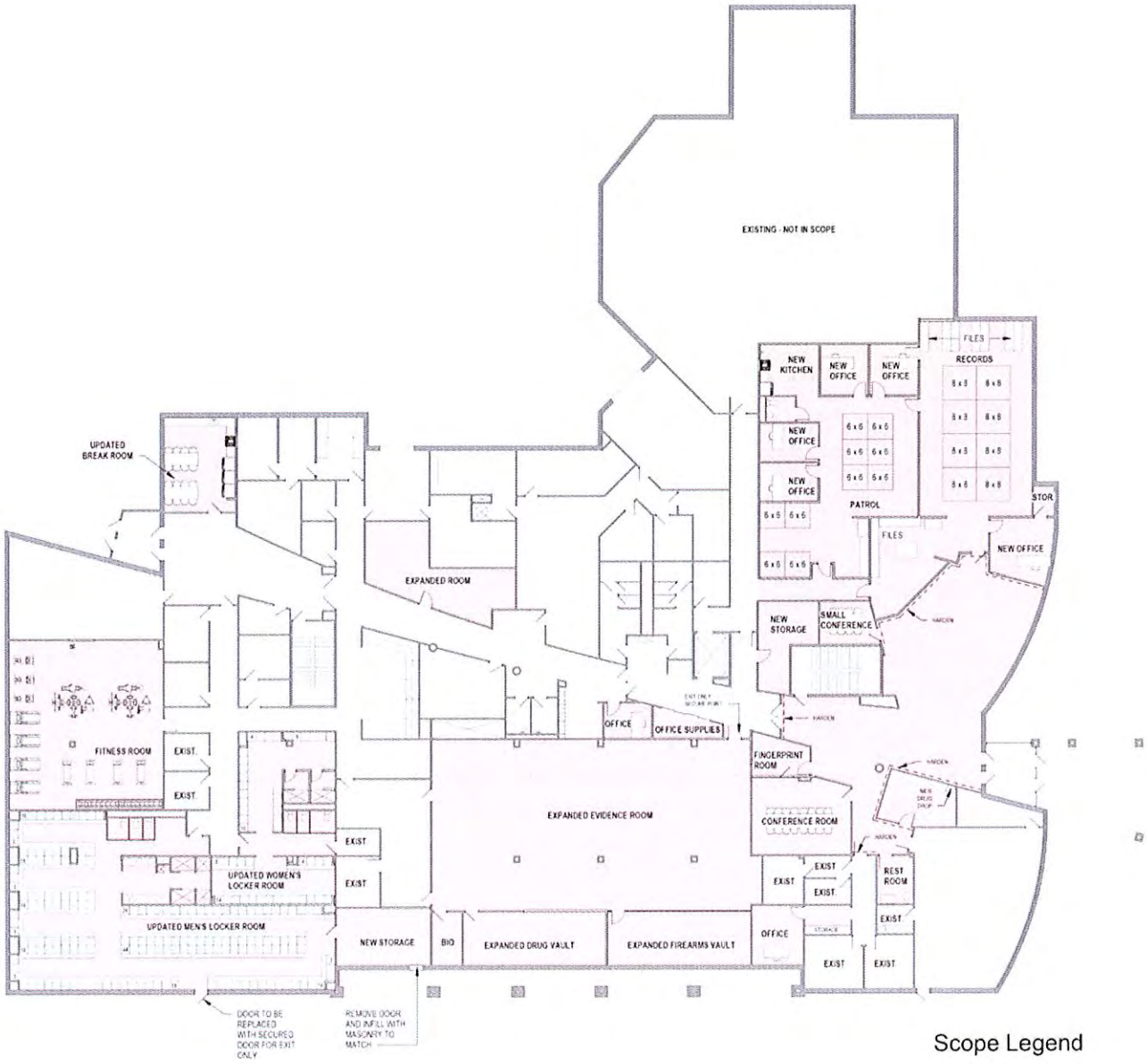
Legend
- EXISTING
- EXPANSION
- RENOVATION

LOWER LEVEL - FLOOR PLAN

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POLICE STATION
PROPOSED RENOVATION

7 AND NEW APPLIANCES AS SHOWN ON PLANS
7 ALL LOCKER ROOMS TO INCLUDE NEW LOCKERS AND BENCHES TO MATCH EXISTING. TILE FLOORING, ACOUSTIC CEILING TILES AND GRID TO MATCH EXISTING OR TO BE REPLACED AND EXPANDED WITH NEW LED LIGHTING
8 FITNESS ROOM TO HAVE RESILIENT ATHLETIC FLOORING, ACOUSTIC TILE CEILING AND NEW LED LIGHTING. FITNESS EQUIPMENT TO BE RELOCATE FROM PREVIOUS LOCATION
9 NEW OFFICES, OPEN OFFICE AREAS, FILING, CONFERENCE ROOMS TO BE CARPETED WITH ACOUSTIC TILE CEILINGS AND NEW LED LIGHTING
10 LOBBY WALLS TO BE HARDENED AS NOTED ON PLAN AT SECURE LOCATIONS
11 STORAGE, EVIDENCE AND VAULT ROOM FINISHES TO MATCH EXISTING



Scope Legend

EXISTING

RENOVATION

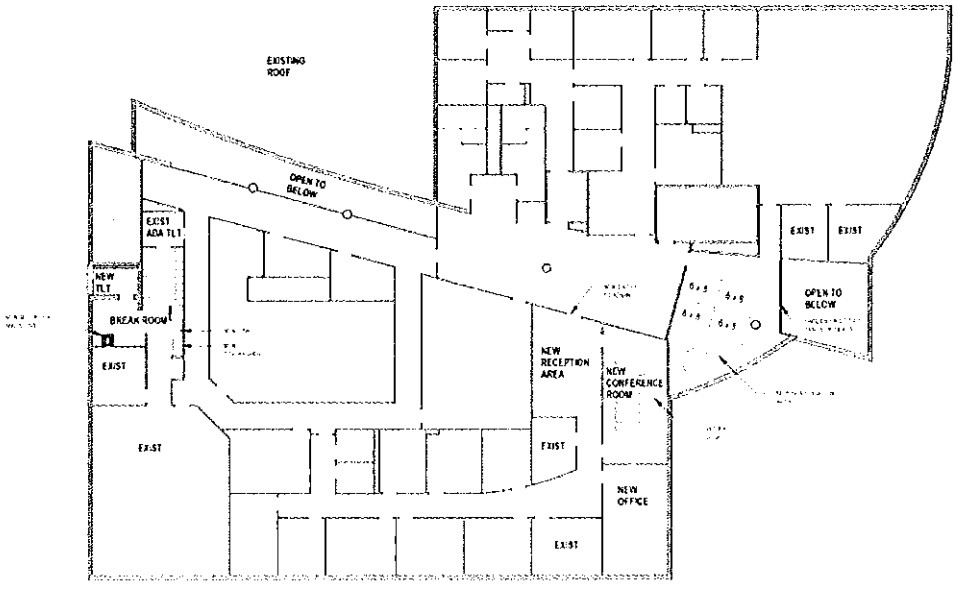
18,270 SF OF RENOVATION

LEVEL 1 PLAN

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POLICE STATION
PROPOSED RENOVATION

AND NEW APPLIANCES AS SHOWN ON PLANS
7 ALL LOCKER ROOMS TO INCLUDE NEW LOCKERS AND BENCHES TO MATCH EXISTING TILE FLOORING ACOUSTIC CEILING TILES AND GRID TO MATCH EXISTING OR TO BE REPLACED AND EXPANDED WITH NEW LED LIGHTING
8 FITNESS ROOM TO HAVE RESILIENT ATHLETIC FLOORING ACOUSTIC TILE CEILING AND NEW LED LIGHTING FITNESS EQUIPMENT TO BE RELOCATE FROM PREVIOUS LOCATION
9 NEW OFFICES OPEN OFFICE AREAS FILING CONFERENCE ROOMS TO BE CARPETED WITH ACOUSTIC TILE DS LINGS AND NEW LED LIGHTING
10 LOBBY WALLS TO BE HARDENED AS NOTED ON PLAN AT SECURE LOCATIONS
11 STORAGE EVIDENCE AND VAULT ROOM FINISHES TO MATCH EXISTING



Scope Legend

EXISTING

1,994 SF OF RENOVATION RENOVATION

LEVEL 2 PLAN

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COURTS
PROPOSED PROGRAM

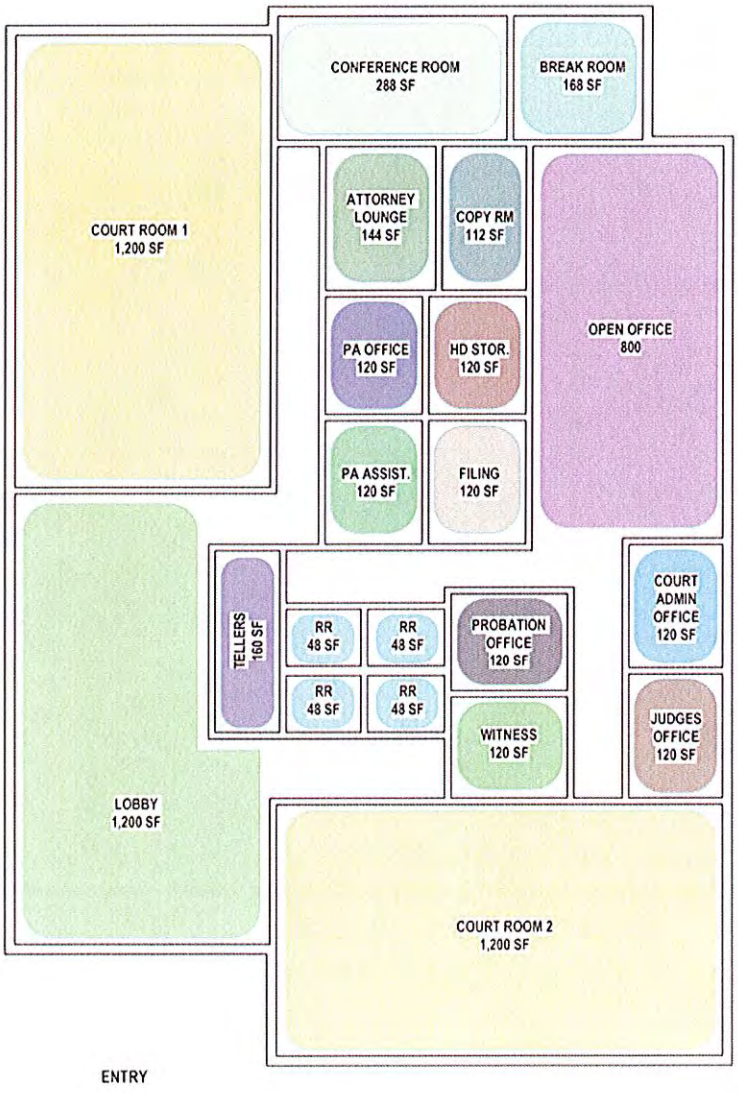
ST. CHARLES CITY COURTS PROGRAM

ROOM	PROPOSED QUANTITY	PROPOSED SIZE	PROPOSED AREA (SF)		EXISTING SIZE	EXISTING AREA (SF)	EXISTING TOTAL AREA	NEW W/O GROSS-UP AREA (SF)
COURT ROOM	2	46' X 26'	2,392	50 PEOPLE/ EA	47'-7" X 28'-2"	1340.26	1340.26	2,880
JUDGES OFFICE	1	10' X 12'	120		14' X 9'	126	126	140
BREAK ROOM	1	12' X 14'	168		14' X 12'	168	168	252
KITCHEN	1	IN BRK RM			IN BRK RM		0	
ATTORNEY'S LOUNGE	1				CONF RM?		0	
CONFERENCE ROOM	1	12' X 24'	288		11'-9" X 23'-1"	271.23	271.23	288
HIGH DENSITY STORAGE	1	12' X 16'	192		10'-10" X 14'-7"	157.99	157.99	192
COURT ADMINISTRATOR OFFICE	1	10' X 12'	120		9'-2" X 13'-10"	126.81	126.81	140
OPEN OFFICE	1	20' X 40'	800		23'-3" X 48'	1116	1116	800
COPY/ WORK ROOM	1	8' X 14'	112		7'-10" X 13'-10"	108.36	108.36	112
COURT OFFICE FILE ROOM	1	10' X 12'	120		NEW		0	120
GENERAL STORAGE/ FILING ROOM	1				IN OPEN OFFICE		0	
PROSECUTORS OFFICE	1	10' X 12'	120		10'-3" X 14'-4"	146.92	146.92	140
PROSECUTOR'S ASSISITANT'S OFFICE	1	10' X 12'	120		?		0	120
WAITING ROOM	1	12' X 12'	144		10'-3" X 13'-2"	134.96	134.96	240
FRONT DESK TELLERS (5)	1	8' X 20'	160		7'-0" X 22'	154	154	160
PROBATION OFFICE	1	10' X 12'	120		15' X 15'	225	225	140
VICTIM/ WITNESS ROOM	1	10' X 12'	120		9' X 10'	90	90	120
COURT LOBBY	1	30' X 40'	1,200		30' X 40'	1200	1200	1,200
BATHROOMS	4	6' X 8'	192		5'-10" X 8'-4"	48.61	194.44	48
LOBBY SECURITY OFFICE					NEW		0	
LOBBY KIOSK					IN LOBBY		0	
LOBBY DROPBOX					IN LOBBY		0	
SAFE					AT DESK		0	
			6,488				5559.97	7,092
CIRCULATION FACTOR	20.00%		1,297.60				300.00	
PARKING FOR PUBLIC			100 SPACES					
SECURE PARKING FOR STAFF			15-20 SPACES					
TOTAL BUILDING AREA	**24**		**7,785.60**				**5,859.97**	**7,092.00**

PROGRAM

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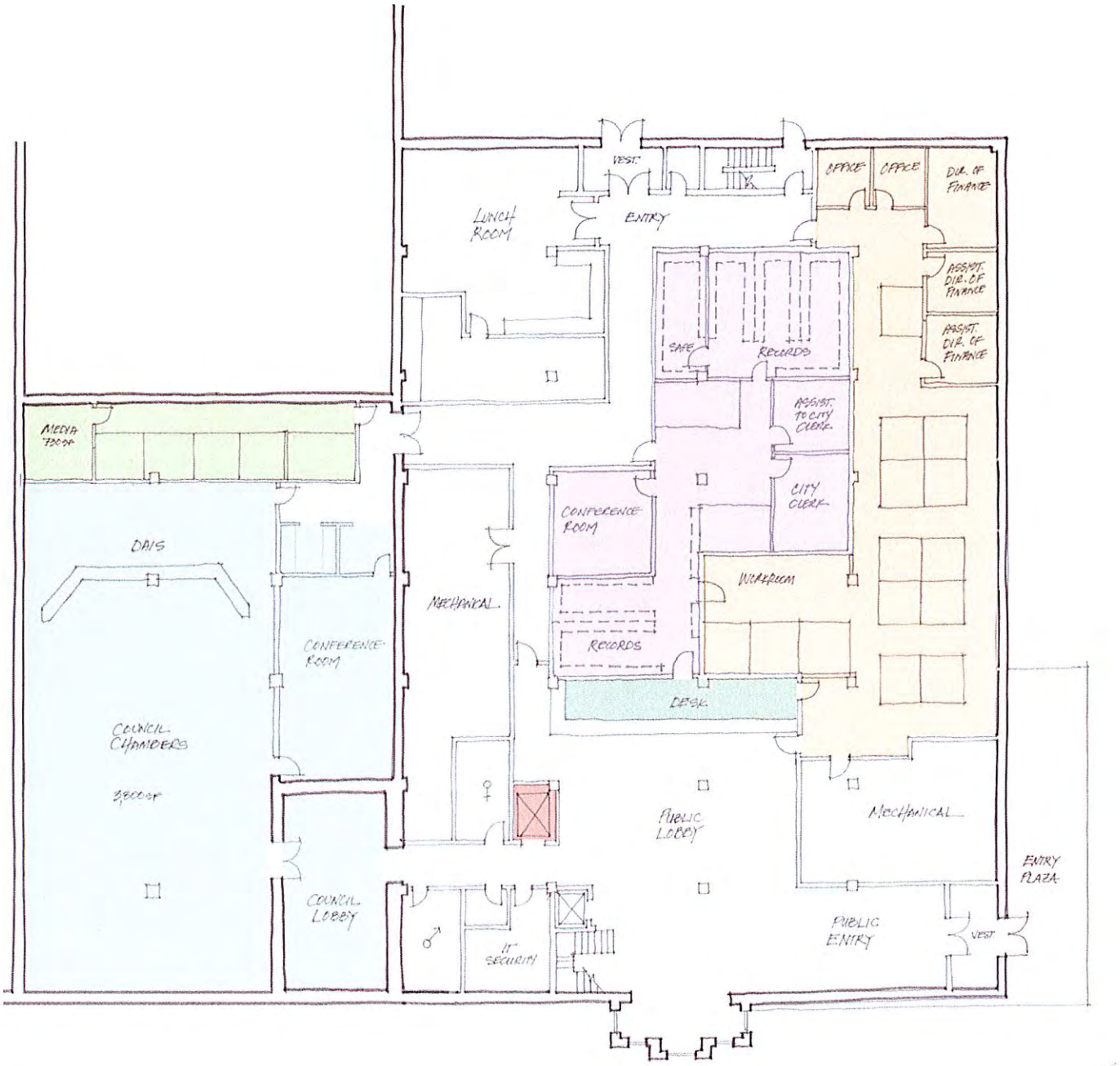
COURTS
PROPOSED PROGRAM



PROGRAM AND ADJACENCY PLAN DIAGRAM

Docusign Envelope ID: 7F57128E-F341-4D74-B7D8-908CCCF3157A

CITY HALL



LEVEL 1 - PROGRAM TEST FIT

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LEVEL 2 - PROGRAM TEST FIT

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LEVEL 3 - PROGRAM TEST FIT

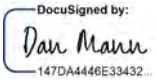
Certificate Of Completion

Envelope Id: 7F57128E-F341-4D74-B7D8-908CCCF3157A
Status: Sent
Subject: Please DocuSign: Yellow-CRS-Electronic Routing_CC04072026_24ENG1 JEMA CO #6
Source Envelope:
Document Pages: 229
Signatures: 7
Certificate Pages: 4
Initials: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Grace Capritta
200 N Second St
Saint Charles, MO, MO 63301
grace.capritta@stcharlescitymo.gov
IP Address: 35.130.51.195

Record Tracking

Status: Original
3/17/2026 4:36:18 PM
Holder: Grace Capritta
grace.capritta@stcharlescitymo.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Dan Mann daniel.mann@stcharlescitymo.gov Director of Engineering City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by:  147DA4446E33432... Signature Adoption: Pre-selected Style Using IP Address: 172.59.188.151 Signed using mobile	Sent: 3/17/2026 4:43:12 PM Viewed: 3/18/2026 1:29:45 PM Signed: 3/20/2026 11:21:07 AM
Willie Hantack William.Hantack@stcharlescitymo.gov Audit & Accounting Manager City of Saint Charles, MO Signing Group: Senior Financial Analysts Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DS  Signature Adoption: Uploaded Signature Image Using IP Address: 35.130.51.195	Sent: 3/20/2026 11:21:14 AM Viewed: 3/20/2026 4:52:23 PM Signed: 3/20/2026 4:56:41 PM
Paul Feldmann paul.feldmann@stcharlescitymo.gov Purchasing Manager City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by:  CA2B397B773142A... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 3/20/2026 4:56:48 PM Viewed: 3/23/2026 8:25:29 AM Signed: 3/23/2026 8:27:07 AM
Mary Ann Ohms maryann.ohms@stcharlescitymo.gov City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DS  Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 3/23/2026 8:27:14 AM Viewed: 3/23/2026 9:08:10 AM Signed: 3/23/2026 9:08:31 AM

Signer Events	Signature	Timestamp
Holly Magdziarz holly.magdziarz@stcharlescitymo.gov City Attorney City of Saint Charles, MO Signing Group: LEGAL REVIEW Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Holly Magdziarz 25D56664397942C... Signature Adoption: Uploaded Signature Image Using IP Address: 35.130.51.195	Sent: 3/23/2026 9:08:38 AM Viewed: 3/23/2026 11:30:32 AM Signed: 3/23/2026 11:30:41 AM
Jennifer O'Connor jennifer.oconnor@stcharlescitymo.gov Director of Finance City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Jennifer O'Connor C5FB3E8A40BE40D... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 3/23/2026 11:30:47 AM Viewed: 3/23/2026 2:11:55 PM Signed: 3/23/2026 2:12:10 PM
Lawrence S. Dobrosky, Jr. lawrence.dobrosky@stcharlescitymo.gov Director of Administion City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Lawrence S. Dobrosky, Jr. 3E05A81A58094AA... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 3/23/2026 2:12:17 PM Viewed: 3/23/2026 4:05:00 PM Signed: 3/23/2026 4:05:31 PM
Kimberly Hudson kimberly.hudson@stcharlescitymo.gov city Clerk..... City of Saint Charles, MO Delegate Of: Emily B. Galantowicz emily.galantowicz@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 3/23/2026 4:05:37 PM Viewed: 3/23/2026 4:19:37 PM
Daniel J. Borgmeyer dan.borgmeyer@stcharlescitymo.gov Mayor` City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Daniel J. Borgmeyer 8D36AFB1A1BD439... Signature Adoption: Pre-selected Style Using IP Address: 172.59.168.92 Signed using mobile	Sent: 3/23/2026 4:05:38 PM Viewed: 3/23/2026 4:15:27 PM Signed: 3/23/2026 4:15:51 PM
Daniel J. Borgmeyer dan.borgmeyer@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Signer Events	Signature	Timestamp
Kim Hudson kimberly.hudson@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
City Clerk - Assign Contract # Signing Group: City Clerk - Assign Contract # Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Carla Bray carla.bray@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 3/23/2026 2:12:16 PM Viewed: 3/23/2026 3:36:20 PM
Amy Milstead amy.milstead@stcharlescitymo.gov Mayor Executive Assistant City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 3/23/2026 4:05:38 PM
Amy Milstead amy.milstead@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/17/2026 4:43:12 PM
Envelope Updated	Security Checked	3/18/2026 1:39:54 PM
Envelope Updated	Security Checked	3/18/2026 1:39:54 PM
Envelope Updated	Security Checked	3/18/2026 1:39:54 PM
Envelope Updated	Security Checked	3/18/2026 1:39:55 PM

Envelope Summary Events	Status	Timestamps
Envelope Updated	Security Checked	3/18/2026 1:39:55 PM
Envelope Updated	Security Checked	3/18/2026 1:39:55 PM
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Envelope Updated	Security Checked	3/18/2026 1:39:55 PM
Envelope Updated	Security Checked	3/18/2026 1:39:55 PM

Payment Events	Status	Timestamps

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Contract #_____
(City Clerk will Assign)

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

Requesting Department:	Public Works	**Department Contact:**	MAURA ZACKAVEC
Vendor Name & NWS#:	#13032 - Kienstra Ready Mix		
Description/Purpose:	2026 Ready Mix Concrete Supply		
Account #:	204-500-501-766102, 204-500-581-766102 515-500-566-766102, 514-500-534-766102		
Project #:	N/A		
Amount of this Routing:	$ 140,304.32	**Requisition #:**	20260363
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:	$ 140,304.32		

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

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

Printed Name:	**Signature:**
Lawrence Perney	Signed by: Larry Perney C2B72E8A738A480... 3/10/2026

ROUTING	**Signature/Date**
Purchasing Review (Compliant with Chapter 145 and City Terms)	Signed by: Paul Feldmann CA2B397B773142A... 3/11/2026
Department of Law (for Legality only)	DocuSigned by: Holly Magdziarz 25D56664397942C... 3/11/2026
Director of Finance (Funds Available)	DocuSigned by: Jennifer O'Connor C5FB3E8A40BE40D... 3/11/2026
Director of Administration (Recommend Approval)	DocuSigned by: Lawrence S. Dobrosky, Jr. 3E05A81A58094AA...
City Council Approval on Consent Agenda	
Mayor (Signature Indicating Approval)	
City Clerk (Signature, Seal and Contract # Assigned)	

Legal has reviewed form of agreement: DS MAO

Docusign Envelope ID: F243E127-C833-45F9-917F-B8E64C22D5F6

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 04/07/2026
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☐

Bill #_____

Request for Council Action

Ward(s): ALL **Sponsor(s):** ALL

Description:

Authorization to enter into purchase contract with Kienstra Ready Mix for Ready Mix Concrete Supply for 2026

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

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

Summary:

Bids were opened on February 2025, Kienstra Ready Mix was the sole bidder. We have used them in the past for our concrete ready mix supplies.

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

Fiscal Impact: 140,304.32 **Select One** 20260363

Account #: 204-500-501-766102, 204-500-581-766102
515-500-566-766102, 514-500-534-766102

Project #: N/A

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

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

This Purchase Contract (hereinafter, the "Contract") between the City of Saint Charles, Missouri (hereinafter, the "City") and Kienstra Ready Mix of O'Fallon, Inc., (hereinafter, the "Vendor") is effective on the final date of signature set forth below. For the consideration stated herein, City and Vendor agree as follows:

1. Vendor shall provide Ready Mix Concrete to the City's Public Works Department for the term ending December 31, 2026, in accordance with Vendor's response to IFB 4834, 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 Forty Thousand Three Hundred Four Dollars and Thirty-Two Cents ($140,304.32). Vendor shall invoice City only for actual quantities delivered at the unit prices included on Exhibit A.

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

3. The Contract is the complete agreement between City and Vendor. No other agreements or representations other than those contained in the Contract have been made by the parties. The Contract may only be amended, extended or renewed in writing, and is effective when signed by each party.

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;

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

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

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

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

11. Notwithstanding any other provision of the Contract to the contrary, the City is a public governmental body that is subject to Chapter 610, RSMo., and may disclose records that are open records pursuant to a valid request for such records, without additional advanced notice or disclosure to Vendor.

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

KIENSTRA READY MIX OF O'FALLON, INC.:

3/9/26
Date

By: Kevin Cahill Area Sales Manager
(Print Name and Title)

Corporate Attest (if applicable):

By: Date

CITY OF SAINT CHARLES, MISSOURI:

Daniel J. Borgmeyer Date
Mayor

Attest:

City Clerk Date

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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 3/11/2026
C5FB3E8A40BE40D...

Director of Finance Date

Docusign Envelope ID: F243E127-C833-45F9-917F-B8E64C22D5F6

Kienstra Terms for Ready Mix Supplier (RMS) Purchase Orders

Date: 3/9/2026

Project Name: City of St. Charles PO #: 2026 RMS Agreement

1) The prices quoted by the Ready Mix Supplier (RMS) may vary due to changes that result from the interpretation of the job specifications and/or the approval of the mix designs by the project team (customer). The prices quoted do not include laboratory produced mix designs.

2) The prices apply to loads delivered between 7:00 am and 3:30 pm, excluding Saturdays, Sundays, and Holidays.

3) Payment terms on this project are net 30 days. The RMS's agreement is with the buyer we deliver concrete to. The RMS will not accept being paid by the buyer if/when the buyer receives payment from their customer (project owner or funding source). The RMS does not accept retention. The RMS does not provide material supply or performance bonds.

4) The RMS will be responsible for batching and delivering the approved mix designs. All testing, placement, curing, and protection of the concrete must adhere to ASTM and ACI specifications to be considered valid.

5) Missouri sales tax law mandates that title of concrete transfers to the buyer when the materials are transferred from the concrete plant to the concrete mixer. The RMS will take full liability for any load that they damage or cause to be defective regardless of load ownership.

6) Normal weight concrete is specified at 145 pcf +/- 3. Due to local materials and air entrainment (where needed) some concrete will weigh less than 142 pcf.

7) The RMS will warrant their product for one (1) year after the date of delivery.

8) In no event shall either party be liable for consequential damages.

9) The RMS cannot and will not guarantee service due to the variables that are out of our control (traffic, breakdowns, on site delays etc).

10) Terms and conditions regarding Default, Liquidated Damages, Indemnity, Defective Materials etc only apply if the RMS is proven to be at fault.

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Tabulation Sheet
Bid #4834
Ready Mix Concrete Supplier

	Kientra Ready Mix of O'Fallon, Inc. (O'Fallon, MO)		
Description	**2025 Bid**	**2026 Bid**	**2027 Bid**
EMPC Approved Mix 4000 PSI @ 28 Days per CY	$170.00	$178.00	No Bid
EMPC Approved Mix 4500 PSI @ 28 Days per CY	No Bid	No Bid	No Bid
EMPC Approved Mix 3500 PSI @ 24 Hours per CY	No Bid	No Bid	No Bid
EMPC Approved Mix 3500 PSI @ 3 Days per CY	No Bid	No Bid	No Bid
EMPC Approved Mix 3000 PSI @ 28 Days (Sidewalk) per CY	$175.00	$183.00	No Bid
Flowable Fill 50 PSI per CY	$130.00	$138.00	No Bid
Flowable Fill 100 PSI per CY	$130.00	$138.00	No Bid
Pothole Repair Concrete - 1 per CY (1500 PSI @ 4 Hours @ 75°F)	No Bid	No Bid	No Bid
Pothole Repair Concrete - 2 per CY (1500 PSI @ 12 Hours @ 75°F)	No Bid	No Bid	No Bid
Maturity Curves for the Pothole Repair & High Early Strength Mixes (ASTM C1074) Price per Curve	No Bid	No Bid	No Bid
Upcharge for Color in Concrete at Batch Plant:			
1% Loading	Variable	No Bid	No Bid
2% Loading	Variable	No Bid	No Bid
3% Loading	Variable	No Bid	No Bid
4% Loading	Variable	No Bid	No Bid
Color Release Agents per BKT	No Bid	No Bid	No Bid
Clean-up Charge for Colored Concrete	$60/Load	No Bid	No Bid
Other Charges:			
Short Load - 1 CY	$100 (2CY min.)	No Bid	No Bid
Short Load - 2 CY	$100.00	No Bid	No Bid
Short Load - 3 CY	$75.00	No Bid	No Bid
Short Load - 4 CY	$50.00	No Bid	No Bid
Short Load - 5 CY	$25.00	No Bid	No Bid
Wait Time	After 5 Minutes per Yard		
	$2.00/min	No Bid	No Bid
Winter Service	Cold Weather Concrete 11/1 - 3/31		
	$6.00/CY	No Bid	No Bid
MoDOT Approved Retarder	$2.00/CY	No Bid	No Bid
MoDOT Approved Non-Corrosive Accelerator	$6.00/CY	No Bid	No Bid
Same Day Order Fee	No Charge	No Bid	No Bid
Saturday Charge	$17/CY (4/1-10/31) $30CY (11/1-3/31)	No Bid	No Bid

Bid 4834 was advertised in the St. Charles County Business Record, the St. Louis Countian and on the City's Website February 11, 2026.
Bids were opened February 25, 2026

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

Paul Feldmann
Purchasing Manager
200 North Second Street
St. Charles, Missouri 63301
paul.feldmann@stcharlescitymo.gov

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CITY OF SAINT CHARLES, MISSOURI

INVITATION FOR BID
IFB 4834

FEBRUARY 6, 2026

Notice of Invitation for Bid (IFB)
Ready Mix Concrete Supplier
for the City of St. Charles, Missouri

The City of St. Charles, Missouri is accepting bids for Ready Mix Concrete Supplier, from qualified providers. Bids will be received until **2:00 p.m., City Time, on Wednesday, February 25, 2025** at City Hall.

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

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INVITATION FOR BID
Ready Mix Concrete Supplier

I. Overview

The intent and purpose of this IFB is to obtain competitive bids and award a contract for annual ready mix concrete supplier for the City of St. Charles. The initial term of agreement shall be from award through December 31, 2026, with the City holding options to renew for two (2) additional one-year terms (2027 and 2028).

II. Scope of Services

A. Price:

All invoice terms shall be Net 30 days unless a payment discount is extended. No price changes will be permitted during the term of the contract.

B. Bidder's Understanding:

The successful Bidder understands the following:

The City of St. Charles will place orders for asphalt mix on an as needed basis only and the City does not guarantee the purchase of any specific quantity during the contract period. The City will pick up asphalt mix from Bidder. Bidder shall be responsible for loading asphalt mix into City vehicles/equipment.

C. General Information:

- All mix designs for items associated with this bid will be submitted to the appropriate agency (EMPC or City) for review and approval within 20 days of the vendor receiving the notice of award from the City.
- Please refer to the Eastern Missouri Pavement Consortium (EMPC) website at http://empcpavement.org for the latest information on Approved Mix Designs
- The following mixes shall be reviewed and approved by the EMPC:
  - 4000 psi @ 28 days
  - 4500 psi @ 28 days

  The complete EMPC specifications are included as Attachment A. Review and approval of these items will be through the EMPC using the EMPC website.
- The following mixes shall be reviewed and approved by the EMPC as a variation of the 4500 psi @ 28 days mix:
  - 3500 psi @ 6 hours
  - 3500 psi @ 24 hours
  - 3500 psi @ 3 days

  Each of these mix designs shall have a maturity curve submitted for approval. The high early strength shall be accomplished by increasing the amount of Type I/II cement and other cementitious materials in the mix. Review and approval of these items will be through the EMPC using the EMPC website.

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- The mix design for the pothole or partial depth repair mix shall comply with the EMPC specification and the aggregates for this mix shall be EMPC approved.
- All other material provided shall conform to the latest edition of the St. Louis County Standard Specifications Manual. The aggregates for these items shall be EMPC approved.
  https://www.stlouisco.com/YourGovernment/CountyDepartments/HighwaysandTraffic/TransportationPublicationsManuals/StandardSpecificationsforHighwayConstruction

III. Inquiries

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

IV. Pricing

In submitting this Bid, Bidder represents that:

1. Certificate of Independent Price Determination

   A. The prices in the proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competition.
   B. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the bidder prior to opening.

   C. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid or proposal for the purpose of restricting competition.

1. Prices

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

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V. Schedule of Activities

Release and advertisement of IFB:	February 10, 2025	
Deadline for clarifying questions:	February 20, 2025	3:00 PM
Bid submission deadline:	February 25, 2024	3:00 PM

VI. Bid Submission

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

1. Sealed bids shall be submitted to: **City of St. Charles; Attn: Purchasing; 200 N Second Street; St. Charles, Missouri 63301-2851;** prior to 2:00 p.m., City time, on Wednesday, February 25, 2025.

2. Envelopes must be clearly marked on the outside, "**BID 4834**", with the date of the bid opening on the envelope.

3. Each bid shall be made on the attached Bid Form and must include all documents in this bid package, the signature of the owner or authorized officer of the Vendor submitting said bid, and the complete mailing address of said Vendor.

4. The bid opening will be on Wednesday, February 25, 2025, at 2:00 p.m., City time, on the first floor at City Hall.

5. Bid tabulation sheets will be available online following the bid opening here: https://www.stcharlescitymo.gov/Bids.aspx?CatID=showStatus&txtSort=Category&showAllBids=on&Status=open

6. Vendors that submit a bid to the City of Saint Charles must accept/meet the terms and conditions included in this bid.

7. If delivery/service is not provided at the time agreed upon, the City reserves the right to cancel or to purchase elsewhere and hold the Vendor liable for any additional procurement costs.

8. Vendor shall be paid according to the amount quoted on the Bid Form. The Vendor shall submit all invoices complete with necessary support documentation to the City and the City shall make payment as outlined in the contract specifications.

VII. Laws and Ordinances, Regulations, Licensing Fees

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

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

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

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

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

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

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

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

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

VIII. Assignment of Contract

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

IX. Waiver

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

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

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X. Termination of Contract

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

XI. Method of Award

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

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

XII. Indemnification

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

XIII. Additional Information

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

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

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

XIV. Response Material Ownership

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

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XV. Proprietary Information

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

XVI. Delivery

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

XVII. Payment Terms

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

XVIII. Buy American Policy

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

XIX. Submission of Bids and Supplemental Materials

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

XX. Withdrawal of Bids

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

XXI. Discrimination Policy

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

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XXII. Non-Appropriation

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

XXIII. No Other Interested Parties

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

XXIV. Form of Contract

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

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BID FORM

Signature of bidder indicates that bidder understands and will comply with all terms and conditions and all other specifications made a part of this Invitation for Bid and any subsequent award or contract. 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 4834 and to all the conditions imposed herein, the undersigned offers and agrees to provide and deliver Ready Mix Concrete to the City in accordance with the specifications attached herein at the following price(s):

DESCRIPTION	2026 PRICE	2027 PRICE	2028 PRICE
EMPC Approved Mix 4000 PSI @ 28 Days per CY	$170.00	$178.00	NB
EMPC Approved Mix 4500 PSI @ 28 Days per CY	No Bid (NB)	NB	NB
EMPC Approved Mix 3500 PSI @ 24 Hours per CY	NB	NB	NB
EMPC Approved Mix 3500 PSI @ 3 Days per CY	NB	NB	NB
EMPC Approved Mix 3000 PSI @ 28 Days (Sidewalk) per CY	$175.00	~~NB~~ $183.00	NB
Flowable Fill 50 PSI per CY	$130.00	~~NB~~ $138.00	NB
Flowable Fill 100 PSI per CY	$130.00	~~NB~~ $138.00	NB
Pothole Repair Concrete – 1 per CY 1500 PSI @ 4 Hours @ 75°F	NB	NB	NB
Pothole Repair Concrete – 2 per CY 1500 PSI @ 12 Hours @ 75°F	NB	NB	NB
Maturity Curves for the Pothole Repair & High Early Strength Mixes (ASTM C1074) – Price per Curve	NB	NB	NB
UPCHARGE FOR COLOR IN CONCRETE AT BATCH PLANT:			
1% Loading	Variable	NB	NB
2% Loading	Variable	↓	↓
3% Loading	Variable		
4% Loading	Variable		
Color Release Agents per BKT:	NB		
Clean-up Charge for Colored Concrete:	$60/load	NB	NB
OTHER CHARGES:			
Short Load – 1 CY:	$100 (2CY min)	NB	NB
Short Load – 2 CY:	$100.00	↓	↓
Short Load – 3 CY:	$75.00		
Short Load – 4 CY:	$50.00	NB ↓	NB ↓
Short Load – 5 CY:	$25.00	NB	NB

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BID FORM

DESCRIPTION	2026 PRICE	2027 PRICE	2028 PRICE
Waiting Time (Back Charges for Late Deliveries will be Equal to Bidder's Charges for Wait Time): When Does Wait Time Begin? After 5 min/yard allowed	$2.00/min	NB	NB
Winter Service (Air Temperature Below 32°F): • Please Provide Definition of "Winter Service": Cold Weather Concrete • If Defined by Season or Dates, Please List: From: November 1st To: March 31st	$6.00/CY	↓	↓
MoDOT Approved Retarder: 1oz/cwt	$2.00/CY		
MoDOT Approved Non-Corrosive Accelerator: Per 1%	$6.00/CY		
Same Day Order Fee:	No Charge		
Saturday Charge: 4/1-10/31 or 11/1-3/31	$17/CY ~~$30/CY~~	↓ NB	NB

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

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BID FORM

Indicate form of proposer:

Sole Proprietor

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

Partnership

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

Other: _____

Full Legal Name of Proposer: Kienstra Ready Mix of O'Fallon, Inc

Street Address: 755 S. New Ballas Rd. Ste. 150

City/State/Zip Code: St. Louis/MO/63141

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

Last 4 Digits of FEIN or SSN: 43-0987936

Telephone: (314) 805-3623

Name: Kevin Cahill Title: Area Sales Manager

Signature: _____ Date: 2/23/26

Email Address: kcahill@kienstraconcrete.com

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BID FORM

COOPERATIVE PURCHASING ADDENDUM

1. Bidder agrees to extend the unit prices submitted to other entities who participate in Cooperative Purchasing with the City of Saint Charles, Missouri?

   Yes (No)

2. Bidder agrees to extend the unit prices submitted to other entities (i.e. Homeowner's Associations, Subdivisions, etc.) that maintain private roadway within the City limits of the City of Saint Charles, Missouri?

   Yes (No)

BIDDER/COMPANY NAME: Kienstra Ready Mix of O'Fallon, Inc.

AUTHORIZED SIGNATORY NAME: Kevin Cahill

AUTHORIZED SIGNATORY TITLE: Area Sales Manager

SIGNATURE: [signature]

DATE: 2/23/26

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LIST OF PROPOSED SUBCONTRACTORS AND SUPPLIERS

The proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the Work:

See EMPC website for materials detail

Names of the Subcontractors or other persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work, and the type of work to be performed:

None

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

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

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

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

"Business Entity" is defined as:

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

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

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

1. that Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and

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

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

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

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

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

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AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500 RSMo et seq.

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

STATE OF Missouri)
)ss
COUNTY OF St. Charles)

Before me, the undersigned Notary Public, Kevin Cahill (Name) personally appeared who is Area Sales Manager (Title) of Kienstra Ready Mix & O'Fallon, Inc. (Company Name), and after being sworn did depose and say:

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

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

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

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

Signature (Person with Authority)

Kevin Cahill
Printed Name

Area Sales Manager
Title

2/23/26
Date

Subscribed and sworn to before me this 23 day of February 2026 (Month, Year).

My commission expires: Kamie Clemens 2/23/26
Signature of Notary Date

KAMIE CLEMENS
Notary Public - Notary Seal
St Charles County - State of Missouri
Commission Number 13403989
My Commission Expires Jul 11, 2029

Rev. 1/30/09

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PROOF OF LAWFUL PRESENCE - 208.009 RSMo

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

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

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

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

Business Name: Kienstra Ready Mix & O'Fallon, Inc.			
Last Name	First	Initial	Maiden Name
Address (Street Name & Number)			
City	State		Zip Code
Date of Birth (MM/DD/YYYY)		(Check all that apply to signer and company): ☐ A Citizen of the United States ☐ A Lawful Permanent Resident ☐ Company uses e-Verify to Hire New Employees ☑ All Employees are authorized to work in U.S.	
Signature	Date		
☑ I have attached documentation ☐ I cannot provide documentation and need a copy of the Affidavit of Citizenship for Eligibility for Public Benefits form			

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

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

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

Signature of City Staff Person:	Print Name:	Date:
	Paul Feldmann	02/25/26

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

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E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 571783

Client Company ID Number: 2505638

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 Kienstra Co. (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.

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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

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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

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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

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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.

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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

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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

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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

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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

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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).

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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.

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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.

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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.

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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.

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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;

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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.

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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.

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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.

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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.

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E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 571783 **Client Company ID Number:** 2505638

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Kienstra Co. (Employer) hereby designates and appoint Paylocity Corporation (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.

Docusign Envelope ID: F243E127-C833-45F9-917F-B8E64C22D5F6

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 571783 Client Company ID Number: 2505638

Approved by:

Employer Kienstra Co.	
Name (Please Type or Print) Mike Garland	Title
Signature Electronically Signed	Date 08-16-2024
E-Verify Employer Agent Paylocity Corporation	
Name (Please Type or Print) Ryan Pierce	Title
Signature Electronically Signed	Date 08-16-2024
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08-16-2024

Docusign Envelope ID: F243E127-C833-45F9-917F-B8E64C22D5F6

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 571783

Client Company ID Number: 2505638

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Kienstra Co.
Company Facility Address	755 S. New Ballas Road Suite 150 St Louis, MO 63141
Company Alternate Address	
County or Parish	SAINT LOUIS
Employer Identification Number	471808517
North American Industry Classification Systems Code	327
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	3 site(s)

Docusign Envelope ID: F243E127-C833-45F9-917F-B8E64C22D5F6

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 571783

Client Company ID Number: 2505638

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

IL	1
MO	2

Docusign Envelope ID: F243E127-C833-45F9-917F-B8E64C22D5F6

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 571783 **Client Company ID Number:** 2505638

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

Name	Mike Garland
Phone Number	3149941616
Fax	
Email	mike@kienstraconcrete.com

Docusign Envelope ID: F243E127-C833-45F9-917F-B8E64C22D5F6

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 571783

Client Company ID Number: 2505638

This list represents the first 20 Program Administrators listed for this company.

Certificate Of Completion

Envelope Id: F243E127-C833-45F9-917F-B8E64C22D5F6
Status: Sent
Subject: Please DocuSign:Routing Packet - 0326PW - Kienstra Ready Mix of O'Fallon - 2026 Ready Mix Concrete
Source Envelope:
Document Pages: 48
Signatures: 6
Certificate Pages: 3
Initials: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Maura Zackavec
200 N Second St
Saint Charles, MO, MO 63301
maura.zackavec@stcharlescitymo.gov
IP Address: 35.130.51.195

Record Tracking

Status: Original
3/10/2026 10:19:21 AM
Holder: Maura Zackavec
maura.zackavec@stcharlescitymo.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Larry Perney lawrence.perney@stcharlescitymo.gov Asst. CA SHI OBO City of St Charles Security Level: Email, Account Authentication (None)	Signed by: Larry Perney C2B12E8A759A480... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 3/10/2026 10:22:56 AM Viewed: 3/10/2026 10:23:17 AM Signed: 3/10/2026 10:23:33 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Willie Hantack William.Hantack@stcharlescitymo.gov Audit & Accounting Manager City of Saint Charles, MO Signing Group: Senior Financial Analysts Security Level: Email, Account Authentication (None)	DS Signature Adoption: Uploaded Signature Image Using IP Address: 140.141.255.148	Sent: 3/10/2026 10:23:35 AM Viewed: 3/11/2026 7:52:53 AM Signed: 3/11/2026 7:54:44 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Paul Feldmann paul.feldmann@stcharlescitymo.gov Purchasing Manager City of Saint Charles, MO Security Level: Email, Account Authentication (None)	Signed by: Paul Feldmann CA2B397B773142A... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 3/11/2026 7:54:46 AM Viewed: 3/11/2026 8:56:58 AM Signed: 3/11/2026 8:59:21 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Mary Ann Ohms maryann.ohms@stcharlescitymo.gov City of Saint Charles, MO Security Level: Email, Account Authentication (None)	DS Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 3/11/2026 8:59:23 AM Viewed: 3/11/2026 9:00:33 AM Signed: 3/11/2026 9:03:05 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

Signer Events	Signature	Timestamp
Holly Magdziarz holly.magdziarz@stcharlescitymo.gov City Attorney City of Saint Charles, MO Signing Group: LEGAL REVIEW Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Holly Magdziarz 25D56664397942C... Signature Adoption: Uploaded Signature Image Using IP Address: 35.130.51.195	Sent: 3/11/2026 9:03:07 AM Viewed: 3/11/2026 12:37:52 PM Signed: 3/11/2026 12:38:01 PM
Jennifer O'Connor jennifer.oconnor@stcharlescitymo.gov Director of Finance City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Jennifer O'Connor C5FB3E8A40BE40D... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 3/11/2026 12:38:03 PM Viewed: 3/11/2026 12:41:02 PM Signed: 3/11/2026 12:41:16 PM
Lawrence S. Dobrosky, Jr. lawrence.dobrosky@stcharlescitymo.gov Director of Administion City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Lawrence S. Dobrosky, Jr. 3E05A81A58094AA... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 3/11/2026 12:41:19 PM Viewed: 3/11/2026 1:29:19 PM Signed: 3/11/2026 1:29:33 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: 3/11/2026 1:29:35 PM Viewed: 3/31/2026 8:57:37 AM
Daniel J. Borgmeyer dan.borgmeyer@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Kim Hudson kimberly.hudson@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
City Clerk - Assign Contract # Signing Group: City Clerk - Assign Contract # Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Carla Bray carla.bray@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 3/11/2026 12:41:18 PM Viewed: 3/11/2026 1:51:49 PM
Amy Milstead amy.milstead@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/10/2026 10:22:56 AM

Payment Events	Status	Timestamps

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Contract #_____
(City Clerk will Assign)

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

Requesting Department:	Public Works	**Department Contact:**	MAURA ZACKAVEC
Vendor Name & NWS#:	#7074 - Lift Rite Inc.		
Description/Purpose:	2026 Annual Pressure Grouting (Mudjacking) Services		
Account #:	204-500-501-873101		
Project #:	26PWSST004		
Amount of this Routing:	$ 125,000.00	**Requisition #:**	20260318
Contract Type:	New Contract	**N/A**	Coop#:
Contract Term:	thru 12/31/2026	**Renewal Options:**	0
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:	$ 125,000.00		

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

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

Printed Name:	**Signature:**
Larry Perney	Signed by: Larry Perney C2B72E8A738A480... 3/24/2026

ROUTING	**Signature/Date**
Purchasing Review (Compliant with Chapter 145 and City Terms)	Signed by: Paul Feldmann CA2B397B773142A... 3/25/2026
Department of Law (for Legality only)	Signed by: Bryan Wise DC9A626C378842A... 3/31/2026
Director of Finance (Funds Available)	DocuSigned by: Jennifer O'Connor C5FB3E8A40BE40D... 3/31/2026
Director of Administration (Recommend Approval)	DocuSigned by: Lawrence S. Dobrosky, Jr. 3E05A81A58094AA... 3/31/2026
City Council Approval on Consent Agenda	
Mayor (Signature Indicating Approval)	
City Clerk (Signature, Seal and Contract # Assigned)	

Legal has reviewed form of agreement: DS MAO

Docusign Envelope ID: 61C68334-524B-4AF2-8C54-62B1094EEBAB

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 04/07/2026
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☐

Bill #_____

Request for Council Action

Ward(s): ALL **Sponsor(s):** ALL

Description:

Enter into contract for annual pressure grouting (Mudjacking) services for 2026 with Lift Rite Inc for $125,000 .

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

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

Summary:

Pressure grouting restores sunken sidewalks, pavement panels, and curb ramps by lifting existing concrete back to proper grade rather than replacing it. This process removes trip hazards, improves drainage, and maintains ADA accessibility in a cost-effective manner. Establishing an annual contract allows Public Works to respond quickly to safety concerns as they are identified throughout the year. The contract supports routine infrastructure maintenance while extending the service life of existing concrete assets.

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

Fiscal Impact: 125,000.00 **Select One** 20260318

Account #: 204-500-501-873101

Project #: 26PWSST004

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

Docusign Envelope ID: 61C68334-524B-4AF2-8C54-62B1094EEBAB

CONTRACT AGREEMENT

This Contract Agreement, is made this ____ day of _____ 20____, by and between **Lift Rite, Inc.**, Party of the First Part, hereinafter called the "Contractor", and City of Saint Charles Party of the Second Part, hereinafter called the "Owner".

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

ARTICLE 1. Scope of Work: Contractor shall furnish and provide for all of the labor, materials, machinery, and equipment, and perform all of the work for **Annual Pressure Grouting (Mudjacking) Services**, in accordance with Contractor's response to Bid #4829, a copy of which is attached as Exhibit A.

ARTICLE 2. Time of Completion: All work shall be completed prior to December 31, 2026.

ARTICLE 3. The Contract Sum: The Owner shall pay the Contractor for the performance of the Contract a sum not to exceed **One Hundred Twenty-Five Thousand Dollars ($125,000.00)**, subject to additions and deductions provided herein, in current funds at the prices named in the proposal attached to and a part of these documents and the contract.

ARTICLE 4. Acceptance and Final Payment: Upon receipt of written notice that the work is ready for final inspection and acceptance, the City Representative shall promptly make such inspection, and when the work is deemed acceptable under the Contract and the Contract fully performed, a final certificate with the City Representative's signature shall be issued, stating that the work provided for in this Contract has been completed and is accepted by the City's Representative under the terms and conditions thereof, and the entire balance found to be due the Contractor shall be paid to the Contractor within thirty (30) calendar days after the date of said final certificates.

Before issuance of the final certificates the Contractor shall submit evidence satisfactory to the City Representatives that all payrolls, materials, bills, and other indebtedness connected with the work have been paid.

The holding and acceptance of the final payment shall constitute a waiver of all claims by the Owner, other than those arising from unsettled liens, faulty work appearing after final payment or from requirements of the specifications and of all claims by the Contractor, except those previously made and still unsettled.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor and the City Representative so certifies, the Owner shall upon certificate of the City Representative, and without terminating the Contract, make payment of the balance due for the portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions covering final payment, except that it shall not constitute a waiver of claims.

ARTICLE 5. The Contract Documents: The information for and instruction to bidders, proposal, the bonds, and the specifications together with the agreement, form the contract and they are as fully a part of this contract as if thereto attached or repeated.

ARTICLE 6. Prevailing Wages: Not less than the prevailing hourly rate of wages, as set out in Annual Wage Order #32, must be paid to all workers performing work under the contract. 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.

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ARTICLE 7. Warranty: All labor and materials will be warranted for one (1) year from substantial completion of the project.

ARTICLE 8. Laws and Ordinances: Contractor shall comply with City Code of Ordinance Section 145.040 regarding the registration of sex offenders with the Police Department.

In accordance with City Code of Ordinance Section 145.160, neither the Contractor/Supplier or an affiliated business entity of the Contractor/Supplier shall: (1) be in arrears to the City on any taxes or debt; (2) be in default of any contractual obligation to the City; (3) be in default as security or otherwise of any obligation to the City; or (4) be a party to a non-adjudicated, non-traffic related citation for a code violation. For complete text of Section 145.160, please contact the Purchasing Office.

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

The Contractor and all subcontractors to the contract must require all on-site employees to complete the ten-hour construction safety training program required under Section 292.675 RSMo, if they have not previously completed the program and have documentation of having done so. The contractor will forfeit a penalty to the City of St. Charles of $2,500 plus an additional $100 for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.

Contractor acknowledges award of this City Contract requires compliance with Section 208.009 RSMo. Which requires Contractor to provide City with affirmative proof that he/she is a citizen or permanent resident of the United States or is lawfully present in the United States prior to the City awarding Contractor with this contract.

Contractor acknowledges award of this Contract requires compliance with Section 285.530(2) RSMo. (Cumm. Supp. 2008) regarding enrollment and participation in a federal work authorization program with respect to all persons working in connection with the contracted services. Contractor represents and warrants that it is in compliance with Section 285.530 at the time of award of this Contract. A sworn affidavit and supporting documentation affirming participation in a qualified federal work authorization program and that Contractor does not knowingly employ any person who is an unauthorized alien in connection with the services to be performed pursuant to this Contract is attached to this Contract and incorporated herein by this reference.

Every transient employer, as defined in Section 285.230 RSMo., must post in a prominent and easily accessible 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 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.

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CONTRACT AGREEMENT

ARTICLE 10. Nondiscrimination: Contractor agrees in the performance of this agreement that Contractor, and any subcontractor to the agreement, will not discriminate against any employee or applicant for employment, in the selection and retention of subcontractors, or in procurement of materials and leases of equipment with regard to the work performed during this agreement, on the basis of race, creed, color, age, sex, national origin, ancestry, religion, or political opinion or affiliation.

IN WITNESS WHEREOF the parties have to hereto executed this Agreement the date of the year first above written.

LIFT RITE, INC.:

Date

R. Corey Stephens - President
(Print Name & Title)

CITY OF SAINT CHARLES, MISSOURI:

Lawrence S. Dobrosky, Jr. Date
Director of Administration

Corporate Attest (if applicable):

Angela Stephens
By: Date

Attest:

City Clerk Date

CERTIFICATE OF DIRECTOR OF FINANCE

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

Director of Finance Date

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CITY OF SAINT CHARLES, MISSOURI

INVITATION FOR BID
IFB 4829

JANUARY 27, 2026

Notice of Invitation for Bid (IFB)
Pressure Grouting (Mudjacking) Services
for the City of St. Charles, Missouri

The City of St. Charles, Missouri is accepting bids from qualified contractors for Pressure Grouting (Mudjacking) Services throughout the City. Bids will be received until **2:00 p.m., City Time, on Friday, February 13, 2026** at City Hall.

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

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BID FORM

Signature of bidder indicates that bidder understands and will comply with all terms and conditions and all other specifications made a part of this Invitation for Bid and any subsequent award or contract. 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 4829 and to all the conditions imposed herein, the undersigned offers and agrees to furnish all labor, material, equipment, supervision, delivery, removals, dumping, fuel surcharges, insurance, traffic control, safety items, and all other related items necessary for Pressure Grouting (Mudjacking) Services in accordance with the specifications attached herein at the following price(s):

Item	Description	Units	Quantity	Unit Price	Total
1	Mobilization & Bonds	LS	1.00	*$5038.85/Mobil $14,028.67/Bonds*	$19,067.52
2	Traffic Control	LS	1.00	$1574.64	$1574.64
3	Sidewalk Slab Mudjacking	EA	3,000.00	$91.32	$273,960.00
4	Street Pavement Slab Mudjacking	CY	As Needed	$409.41	
				Total Bid (Total Sum of Items 1, 2, & 3):	$294,602.16

***Quantities are estimates and the City reserves the right to modify quantities purchased based on Bid Prices and available budget.**

Pricing for Renewal Options:

The City reserves the right to renew this contract for additional terms. Pricing for additional terms shall be within the percentages indicated below:

Renewal #1: Second Term of Contract (2027)
Maximum percentage increase above First term's price _____8_____ %

Renewal #2: Third Term of Contract (2028)
Maximum percentage increase above Second term's price _____8_____ %

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BID FORM

COOPERATIVE PURCHASING ADDENDUM

1. Bidder agrees to extend the unit prices submitted to other entities who participate in Cooperative Purchasing with the City of Saint Charles, Missouri?

   (Yes) No

2. Bidder agrees to extend the unit prices submitted to other entities (i.e. Homeowner's Associations, Subdivisions, etc.) that maintain private asphalt roadway within the City limits of the City of Saint Charles, Missouri?

   (Yes) No

BIDDER/COMPANY NAME: Lift Rite, Inc

AUTHORIZED SIGNATORY NAME: _____

AUTHORIZED SIGNATORY TITLE: President

SIGNATURE: _____

DATE: 02/10/2026

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AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500 RSMo et seq.

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

STATE OF Missouri)

)ss

COUNTY OF St. Charles)

Before me, the undersigned Notary Public, R. Corey Stephens (Name) personally appeared who is President (Title) of Lift Rite, Inc. (Company Name), and after being sworn did depose and say:

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

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

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

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

Signature (Person with Authority)

R. Corey Stephens
Printed Name

President
Title

2/10/2026
Date

Subscribed and sworn to before me this 10 day of February, 2026 (Month, Year).

My commission expires: October 7th 2028

Angela D. Stephens
Signature of Notary

Date 2/10/2026

ANGELA D. STEPHENS
Notary Public, Notary Seal
State of Missouri
St. Charles County
Commission # 12302784
My Commission Expires 10-07-2028

Rev. 1/30/09

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E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 501664

Approved by:

Employer	
Lift Rite,Inc.	
Name (Please Type or Print) Angela Stephens	**Title**
Signature Electronically Signed	**Date** 02/08/2012
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 02/08/2012

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E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 501664

Information Required for the E-Verify Program Information relating to your Company:	
Company Name	Lift Rite,Inc.
Company Facility Address	3283 Hwy P Wentzville, MO 63385
Company Alternate Address	
County or Parish	SAINT CHARLES
Employer Identification Number	205658861
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1 site(s)

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E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 501664

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

MO	1

Docusign Envelope ID: 61C68334-524B-4AF2-8C54-62B1094EEBAB

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 501664

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

Name	Angela Stephens
Phone Number	6363328009
Fax	6363329745
Email	angela.stephens.liftrite@gmail.com

Name	Angela Stephens
Phone Number	6363328009
Fax	6363329745
Email	angela.stephens.liftrite@gmail.com

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E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 501664

This list represents the first 20 Program Administrators listed for this company.

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LIST OF PROPOSED SUBCONTRACTORS AND SUPPLIERS

The proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the Work:

N/A

Warranty for Equipment/Materials and Work:

N/A

Names of the Subcontractors or other persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work, and the type of work to be performed:

N/A

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

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REFERENCES

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

Company: City of St. Charles
Contact Person: John Russell
Phone: 636-949-3363
E-Mail: John.russell@stcharlescitymo.gov

Company: City of Des Peres
Contact Person: Dave Hahn
Phone: 314-835-6226
E-Mail: dhahn@desperesmo.org

Company: City of Manchester
Contact Person: David Pracht
Phone: 636-227-1385
E-Mail: dpracht@manchestermo.gov

Company: City of Chesterfield
Contact Person: Jeff Denu
Phone: 314-680-9813
E-Mail: jdenu@chesterfield.mo.us

Company:
Contact Person:
Phone:
E-Mail:

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

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

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

"Business Entity" is defined as:

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

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

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

1. that Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and

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

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

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

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

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

Rev. 1/30/09

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PROOF OF LAWFUL PRESENCE - 208.009 RSMo

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

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

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

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

Business Name: Lift Rite, Inc

Last Name	First	Initial	Maiden Name
Stephens	Ronald	C.	

Address (Street Name & Number): 397 Crossroads Business Park Ct

City	State	Zip Code
Wentzville	MO	63385

Date of Birth (MM/DD/YYYY): 09/16/1976

Signature: [signature] Date:

(Check all that apply to signer and company):
- ☑ A Citizen of the United States
- ☐ A Lawful Permanent Resident
- ☐ Company uses e-Verify to Hire New Employees
- ☐ All Employees are authorized to work in U.S.

- ☐ I have attached documentation
- ☐ I cannot provide documentation and need a copy of the Affidavit of Citizenship for Eligibility for Public Benefits form

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

A -MoDOR Accepted Documentation		B - MO Driver's License		C - Other Federal Documentation
Document: _____	Or	Missouri Driver's License ☑	Or	Document: _____
Expiration: _____		Expiration: 09/2027		Expiration: _____

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

Signature of City Staff Person:	Print Name:	Date:
Angela Stephens	Angela Stephens	2/10/2026

***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.

[signature] Paul Feldmann 2/17/2026

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BID FORM

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: S. Corp

Full Legal Name of Proposer: Lift Rite, Inc

Street Address: 397 Crossroads Business Park Ct.

City/State/Zip Code: Wentzville, MO #63385

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

Last 4 Digits of FEIN or SSN: 20-5658861

Telephone: 636-332-8009

Name: R. Corey Stephens Title: President

Signature: _____ Date: 2/10/2026

Email Address: angie@liftritemudjacking.com

Docusign Envelope ID: 61C68334-524B-4AF2-8C54-62B1094EEBAB

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Lift Rite, Inc.
3283 Hwy P
Wentzville, MO 63385

SURETY:
(Name, legal status and principal place of business)

Nationwide Mutual Insurance Company
ONE WEST NATIONWIDE BLVD., 1-14-301
COLUMBUS, OH 43215 - 2220

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

City of St. Charles
200 N Second Street
St. Charles, MO 63301-2851

BOND AMOUNT: Five Percent (5%)of The Bid Amount

PROJECT:
(Name, location or address, and Project number, if any)

4829 Pressure Grouting (Mudjacking) Services
St. Charles, MO

Project Number, if any: IFB 4829

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

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If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 11th day of February 2026

Angela Stephens
(Witness)

Lift Rite, Inc.
(Principal) *(Seal)*

(Title) President

Nationwide Mutual Insurance Company
(Surety) *(Seal)*

(Witness)

(Title) Eric Matlaga Attorney-in-Fact

SEAL

By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

Docusign Envelope ID: 61C68334-524B-4AF2-8C54-62B1094EEBAB

Bond Number:

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:
ERIC MATLAGA; STEPHEN POPOV

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf on the date thereof any and all: (i)bonds and undertakings; (ii) Proposal Bonds; (ii) Letters of Surety; (iv) Consent of Surety; and (v) other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 23rd day of October, 2025.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF OHIO COUNTY OF FRANKLIN: ss
On this 23rd day of October, 2025, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Karen L. Karn
Notary Public, State of Ohio
No. 2018-RE-719796
Commission Expires July 7, 2028

Notary Public
My Commission Expires
July 7, 2028

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 11th day of February, 2026.

Assistant Secretary

BDJ 1(10-25)00

Docusign Envelope ID: 61C68334-524B-4AF2-8C54-62B1094EEBAB

Tabulation Sheet
Bid #4829
Pressure Grouting (Mudjacking) Services

Description	Lift Rite, Inc. (Wentzville, MO)			
	Units	**Quantity**	**Unit Price**	**Total**
Mobilization & Bonds:	LS	1.00	$19,067.52	$19,067.52
Traffic Control:	LS	1.00	$1,574.64	$1,574.64
Sidewalk Slab Mudjacking:	EA	3,000.00	$91.32	$273,960.00
Street Pavement Slab Mudjacking:	CY	As Needed	$409.41	
			Total Bid:	**$294,602.16**
Renewal Increase Percentages:	2027: 8% 2028 8%			

Bid 4829 was advertised in the St. Charles Business Record, St. Louis Countian and on the City's Website beginning January 30, 2026.

Bids were due prior to 2:00 pm on February 13, 2026.

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

Paul Feldmann
Purchasing Manager
200 North Second Street
St. Charles, Missouri 63301
paul.feldmann@stcharlescitymo.gov

Certificate Of Completion

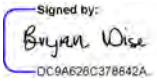
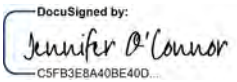
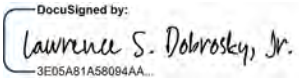
Envelope Id: 61C68334-524B-4AF2-8C54-62B1094EEBAB
Status: Sent
Subject: Please DocuSign:Routing Packet - Construction 0226PW - Lift Rite Inc -Mudjacking 2026
Source Envelope:
Document Pages: 23
Signatures: 5
Certificate Pages: 3
Initials: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Maura Zackavec
200 N Second St
Saint Charles, MO, MO 63301
maura.zackavec@stcharlescitymo.gov
IP Address: 35.130.51.195

Record Tracking

Status: Original
2/25/2026 12:15:31 PM
Holder: Maura Zackavec
maura.zackavec@stcharlescitymo.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Larry Perney lawrence.perney@stcharlescitymo.gov Asst. CA SHI OBO City of St Charles Security Level: Email, Account Authentication (None)	Signed by: Larry Perney C2B12E8A759A480... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 3/23/2026 11:46:59 AM Viewed: 3/24/2026 8:42:23 AM Signed: 3/24/2026 8:42:37 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Willie Hantack William.Hantack@stcharlescitymo.gov Audit & Accounting Manager City of Saint Charles, MO Signing Group: Senior Financial Analysts Security Level: Email, Account Authentication (None)	DS Signature Adoption: Uploaded Signature Image Using IP Address: 140.141.255.148	Sent: 3/24/2026 8:42:38 AM Viewed: 3/25/2026 1:43:24 PM Signed: 3/25/2026 1:45:19 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Paul Feldmann paul.feldmann@stcharlescitymo.gov Purchasing Manager City of Saint Charles, MO Security Level: Email, Account Authentication (None)	Signed by: Paul Feldmann CA2B397B773142A... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 3/25/2026 1:45:21 PM Viewed: 3/25/2026 1:59:53 PM Signed: 3/25/2026 2:00:32 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Mary Ann Ohms maryann.ohms@stcharlescitymo.gov City of Saint Charles, MO Security Level: Email, Account Authentication (None)	DS Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 3/25/2026 2:00:33 PM Viewed: 3/25/2026 2:48:54 PM Signed: 3/25/2026 2:50:52 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

Signer Events	Signature	Timestamp
Bryan Wise bryan.wise@stcharlescitymo.gov Assistant City Attorney City of St. Charles Signing Group: LEGAL REVIEW Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by:  DC9A626C378642A... Signature Adoption: Pre-selected Style Using IP Address: 174.86.172.50	Sent: 3/25/2026 2:50:54 PM Viewed: 3/31/2026 12:09:11 PM Signed: 3/31/2026 12:09:40 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... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 3/31/2026 12:09:41 PM Viewed: 3/31/2026 1:40:09 PM Signed: 3/31/2026 1:40:38 PM
Lawrence S. Dobrosky, Jr. lawrence.dobrosky@stcharlescitymo.gov Director of Administion City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by:  3E05A81A58094AA... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 3/31/2026 1:40:40 PM Viewed: 3/31/2026 2:55:42 PM Signed: 3/31/2026 2:55:55 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: 3/31/2026 2:55:58 PM Viewed: 3/31/2026 3:08:20 PM
Daniel J. Borgmeyer dan.borgmeyer@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Kim Hudson kimberly.hudson@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
City Clerk - Assign Contract # Signing Group: City Clerk - Assign Contract # Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Carla Bray carla.bray@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 3/31/2026 1:40:39 PM Viewed: 3/31/2026 1:41:23 PM
Amy Milstead amy.milstead@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/23/2026 11:46:59 AM

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:**	Jim Gillam/Grace Capritta
Vendor Name & NWS#:	STOCK & ASSOC CONSULTING ENGINEERS INC/19162		
Description/Purpose:	Authorization to execute an agreement with Stock & Associates, Consulting Engineers for Riverpointe Infrastructure Improvements, total contract not to exceed $2,103,949.75.		
Account #:	517-502-502-873110 (PB2) $244,751.98; 517-502-535-873110 (PNB) $281,235.46 515-502-535-873107 (Sanitary) $788,981.16 514-502-535-873106 (Water) $788,981.15		
Project #:	19ENG1/24ENGST009		
Amount of this Routing:	$ 2,103,949.75	**Requisition #:**	20260420
Contract Type:	New Contract	**N/A**	Coop#:
Contract Term:	TO COMPLETION	**Renewal Options:**	N/A
If Renewal or Amendment: C#		**Amendment #**	**Renewal #**
Original Contract Value:	$	**Total of Previous Amendments:**	$
Total Contract Value:	$2,103,949.75		

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

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

Printed Name:	**Signature:**
Nick Galla for Dan Mann	DocuSigned by: Nicholas Galla 3/23/2026

ROUTING	**Signature/Date**
Purchasing Review (Compliant with Chapter 145 and City Terms)	Signed by: Paul Feldmann 3/24/2026
Department of Law (for Legality only)	DocuSigned by: Holly Magdziarz 3/25/2026
Director of Finance (Funds Available)	DocuSigned by: Jennifer O'Connor 3/25/2026
Director of Administration (Recommend Approval)	DocuSigned by: Lawrence S. Dobrosky, Jr. 3/26/2026
City Council Approval on Consent Agenda	
Mayor (Signature Indicating Approval)	
City Clerk (Signature, Seal and Contract # Assigned)	

Legal has reviewed form of agreement: DS MAO

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RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 04/07/2026
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☐

Bill #_____

Request for Council Action

Ward(s): 3 **Sponsor(s):** Consent Agenda

Description:
Authorization to execute an agreement with Stock & Associates, Consulting Engineers for Riverpointe Infrastructure Improvements, total contract not to exceed $2,103,949.75.

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

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

Summary:
This contract with Stock & Associates is for design and engineering services for public infrastructure improvements associated with the Riverpointe Development. This includes intersection improvements at Arena Parkway/Friedens Road/South River Road, public infrastructure for Riverpointe Phase 2, extension of Old South River Road to South River Road including a new traffic signal, a new culvert to enclose the drainage along Crystal Springs Creek for Old South River Road, the relocation of Katy Trail and new City sidewalks and trails. This contract provides design plans, specification and bidding documents that will be used by the Contractor to bid and construct the improvements.

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

Fiscal Impact: 2,103,949.75 **Requisition #:** 20260420

Account #: 517-502-502-873110 (PB2) $244,751.98; 517-502-535-873110 (PNB) $281,235.46
515-502-535-873107 (Sanitary) $788,981.16
514-502-535-873106 (Water) $788,981.15

Project #: 19ENG1/24ENGST009

RCA prepared by: JG/NG Dept. Dir. _____ Finance Dir. _____ Dir. of Admin. _____

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PROJECT LOCATION MAP



Docusign Envelope ID: 3EB7EACB-0F93-4B33-8A31-90474B96144E

CITY OF ST. CHARLES, MISSOURI
ENGINEERING SERVICES CONTRACT

THIS ENGINEERING SERVICES CONTRACT (hereinafter, the "Contract") is made in St. Charles County, Missouri, by and between the City of Saint Charles, Missouri, a constitutional home rule charter city and political subdivision of the State of Missouri (hereinafter, the "City"), and Stock & Associates Consulting Engineers, Inc. (hereinafter, the "Consulting Engineer" or "Engineer").

The City intends to construct a project (hereinafter, the "Project") in Saint Charles, Missouri, described as follows:

Project Name: Riverpointe Infrastructure Improvements

Project Description: Intersection improvements at Arena Parkway/Friedens Road/South River Road, public infrastructure for Riverpointe Phase 2, extension of Old South River Road to South River Road including a traffic signal, culvert to enclose Crystal Springs Creek for Old South River Road, the Katy Trail, and the City Trail.

Project Location: 2000 Arena Parkway and intersections of Arena Parkway/Friedens Road/South River Road and South River Road/Old South River Road

The City contracts with the Consulting Engineer to perform professional engineering services for the Project, and to perform the professional engineering services as more particularly described herein. By executing this Contract, the Consulting Engineer represents to the City that the Consulting Engineer is qualified to perform the professional engineering services required for this Project and by this Contract, and is licensed to practice engineering by the public entities having jurisdiction over the Consulting Engineer and the Project.

SECTION I: DEFINITIONS.

As used in this Contract, the following words shall have the meanings ascribed herein unless otherwise stated or reasonably required by this Contract, and other forms of any defined words shall have a meaning parallel thereto.

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A. “City” means the City of Saint Charles, Missouri.

B. "Construction Cost" means and includes the total cost of the entire construction of the Project, including overhead and profit, supervision, materials, supplies, labor, tools, equipment, transportation or other facilities furnished, used or consumed, without deduction on account of penalties, liquidated damages or other amounts withheld from payment to the contractor or contractors, but such cost shall not include the Consulting Engineer fee, special consultant's fee, or other payments to the Consulting Engineer and shall not include cost of land, right-of-way or easement acquisition or financing costs.

C. "Consulting Engineer" means the person or persons, partnership, limited liability company, corporation, association, joint venture or other entity identified on Page 1 of this Contract to perform engineering services, preparation of plans, specifications or contract documents. The Consulting Engineer shall retain the services of engineers, architects, landscape architects, and surveyors licensed by the State of Missouri to perform services required by this Contract.

D. "Contract Documents" means the documents identified in the contract required for construction of the Project and including Engineering Documents. Terms defined in the General Conditions of the contract for construction of the Project shall have the same meaning when used in this Contract unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Contract shall prevail in the interpretation of this Contract.

E. "Contract Time" means the completion of contract documents suitable for competitive construction bidding as shown in Section ll-1.

F. "Engineering Documents" means documents required or reasonably implied by the nature of the Project, including, but not limited to, plans, specifications, drawings, tracings, designs, calculations, sketches, models, computer data and reports.

G. "Engineering Services" means the professional services, labor, materials, supplies, testing, surveying, title work, construction administration, if applicable, and other acts, duties, and services required of the Consulting Engineer pursuant to this Contract together with such other services as the City may require pursuant to this Contract.

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H. "Percent of Services Completed" means work completed in accordance with the completion of the scope of work as stated in **Schedule B**, Consulting Engineer Scope of Services, to this Contract.

I. "Program" means a study or other concept criteria required to determine the total design scope of the Project.

J. "Project" means the project identified on page 1 of this Contract.

K. “Project Charter” means a document defining the purpose, goals, scope, objectives, constraints, and overall approach for the work to be completed as part of the project including deliverables, budget, time constraints, risks, resources, and standards agreed upon for the project. The Project Charter is subject to change by mutual agreement of the City and Consulting Engineer throughout the duration of this contract.

L. “Project Costs” means the total cost of the project including but not limited to all planning/design, utility relocation, right-of-way/easement acquisition, and construction costs.

M. "Project Manager" means the person designated by the City or the Consulting Engineer to act as the City's and Consulting Engineer’s respective representatives for the Project. The City's Project Manager is identified on the Project Charter.

N. “Project Progress Report” means the monthly report submitted by the Consulting Engineer with the monthly invoice reporting the Percent of Services Completed to date in the form attached as Exhibit A to this Contract and incorporated herein by this reference.

O. "Reimbursable Expenses" means those expenses of the Consulting Engineer as authorized by the City and identified on a schedule to this Contract.

P. "Right-of-Way" and "Easements" means street, highway, or road right-of-way, drainage or utility easements, or any other land dedicated to or otherwise subject to public use.

Q. "Scope of Engineering Services" means the work as defined and identified with a time schedule in **Schedule B**, Consulting Engineer Scope of Services, to this Contract and incorporated herein by this reference.

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R. "Subsurface Borings and Testing" means borings, excavations, probing, subsurface explorations, laboratory tests and inspections of samples, substances, materials and equipment and appropriate professional interpretations, reports related thereto and logs of all the foregoing.

SECTION II: COMPENSATION.

A. Total Fee: City agrees to pay Consulting Engineer at actual hourly costs and directly reimbursable fees in accordance with the attached rate schedule attached hereto as **Schedule C**. The total amount paid to the Consulting Engineer shall be the actual hours expended multiplied by the hourly rate from **Schedule C**, plus directly reimbursable fees as computed from **Schedule C**. The total payments pursuant to this Contract shall not exceed Two Million, One Hundred Three Thousand, Nine Hundred Forty-Nine Dollars and Seventy-Five Cents ($2,103,949.75)

The Total Fee is based on the performance of the Scope of Services specified in this Contract, with submittal of final construction documents including but not limited to plans, specifications, and engineer's estimate/opinion suitable for solicitation of competitive construction bid proposals on or before July 30, 2027. Payment to Consulting Engineer shall be made monthly based upon itemized invoices indicating the Percent of Services Completed.

B. Additional Services: Consulting Engineer shall provide services in addition to those listed in Section III when the services are authorized in writing by the City. Prior to commencing any additional services, the Consulting Engineer shall submit to the City a proposal outlining the additional services to be performed and a proposed total fee for the additional services. City shall pay Consulting Engineer for additional services in accordance with the fees stated **Schedule C**, Schedule of Fees and Hourly Rates, which is attached to this Contract. Reimbursable Expenses incurred in conjunction with additional services shall be paid separately and shall be paid at the cost set forth on a schedule to this Contract. Consulting Engineer shall maintain all records supporting the cost of Reimbursable Expenses and pertaining to additional services and the records shall be open for City inspection.

C. Special Services: City may request Consulting Engineer to provide special services as a consultant or witness in any litigation, legal or administrative proceeding arising out of the Project. Consulting Engineer shall not be compensated by City if the special services are

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to defend the Consulting Engineer's professional Engineering Services. Consulting Engineer shall not be compensated by City to appear at any hearing or judicial proceeding necessary to acquire easements or right-of-ways for the Project. If the Consulting Engineer is requested by the City to appear as a witness for the City and is entitled to be compensated under the provisions of this paragraph, the Consulting Engineer shall be paid based upon the fees set forth in **Schedule C**, Schedule of Fees and Hourly Rates to this Contract.

D. Invoicing and Payment Processing: Consulting Engineer shall invoice the City monthly for all services performed to date and based on the Percent of Services Completed as shown on the Project progress report submitted to City with the invoice. City shall process the invoice and pay the Consulting Engineer within thirty (30) calendar days of receipt and approval of the invoice.

E. City Right to Withhold Payment: In the event the City becomes aware that any cost, charge, or representation of the Consulting Engineer provided in its invoice is believed by the City to be inaccurate or incorrect, the City may withhold payment of the amount invoiced related to the disputed amount until the matter is corrected to the City's reasonable satisfaction. The City will notify the Consulting Engineer of the disputed amount as soon as reasonably practicable. City and Consulting Engineer will cooperate to expeditiously effect a resolution of the disputed amount and Consulting Engineer shall issue a revised invoice to City as necessary. Invoiced amounts not questioned by City shall be paid to Consulting Engineer in accordance with the contract payment procedures in Section II.D.

F. Project Progress Report: A Project Progress Report shall be submitted with each monthly invoice reporting the Percent of Services Completed to date by task.

G. Change of Scope of Engineering Services: For substantial modifications to the Scope of Engineering Services or substantial modifications of drawings or specifications previously accepted by City and when requested by City and through no fault of the Consulting Engineer, the Consulting Engineer shall be compensated for time and expenses incurred based upon **Schedule C**, Schedule of Fees and Hourly Rates plus Reimbursable Expenses chargeable for this service; provided, however, that any increase in the Total Fee or Contract Time must be approved through a written Supplemental Agreement. This Contract may be amended to provide

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for additions, deletions and revisions in the Engineering Services, Contract Time or to modify the terms and conditions thereof by written Supplemental Agreement. Consulting Engineer shall correct or revise any errors or deficiencies in its designs, drawings or specifications without additional compensation when due solely to Consulting Engineer's negligent acts, errors, or omissions. If corrections or revisions are not solely Consulting Engineer's fault, then the parties will negotiate an equitable sharing of the fees associated with such changes and the fixed fee will be adjusted accordingly.

SECTION III: RESPONSIBILITIES OF CONSULTING ENGINEER.

The Consulting Engineer shall provide and perform the Engineering Services set forth in Consulting Engineer Scope of Services (**Schedule B**) within the Contract Time and which are required for the construction of the Project.

A. PROJECT MANAGEMENT

1. Services: The services to be provided are set out in **Schedule B**.

2. The Consulting Engineer agrees to follow and abide by all requirements of the City of St. Charles' Project Management Manual (PMM) in the execution of this contract.

3. The Consulting Engineer shall advise the City at each cost estimate/opinion submission if, in its opinion, the amount budgeted for the Project is not sufficient to cover the Project Cost.

B. BIDDING PHASE.

1. Services: The services to be provided during this phase are set out in **Schedule B**.

2. Bids that Exceed Cost Estimate/Opinion: If all bids received and opened exceed the Engineer's Estimate/Opinion, the Consulting Engineer, at the request of City and for no additional cost to the City, shall prepare a report for the City identifying why the bids exceeded the Engineer's Estimate/Opinion. The City has four (4) options if the bids exceed the Engineer's Estimate/Opinion. The City may: (1) give written approval of an increase in the Project cost; (2) authorize rebidding of the Project; (3) terminate the Project and this Contract; or (4) cooperate in

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revising the Project scope or specifications, as necessary to reduce the Construction Cost. If option number 4 is selected, the Consulting Engineer shall negotiate with City in order to revise and modify the drawings and specifications as necessary to achieve compliance with the Engineer's Estimate/Opinion.

C. CONSTRUCTION PHASE.

1. In-house Construction Administration and Construction Project Representative (CPR) Services: It is understood that the City may provide in-house or subcontracted construction administration and CPR services for the Project. The Consulting Engineer shall cooperate, consult with and advise City or its subcontractor regarding construction administration and CPR matters when requested. In the event that CPR services are a Consulting Engineer provided service as set out in **Schedule B**, any delay in construction caused by the Consulting Engineer's work shall not be grounds for additional payment.

2. Services: The services provided during this phase are set out in **Schedule B**.

3. Supplemental Drawings: If during construction situations arise which require supplemental drawings or details, the Consulting Engineer shall timely provide such supplemental drawings or details at no cost to the City when the supplemental drawings or details are required to correct the Consulting Engineer's negligent errors or omissions or to clarify the Consulting Engineer's intent in the original design and preparation of Contract Documents.

4. Notice of Defects: If during the construction phase, the Consulting Engineer observes or otherwise becomes aware of any design or construction defect in the work, the Consulting Engineer shall give prompt written notice to the City of such defects and their approximate location on the Project. However, the Consulting Engineer shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions, inspections by construction contractor and programs in connection with the construction work, because these are solely the construction contractor's responsibility under the contract for construction. The Consulting Engineer shall not be responsible for the construction contractor's schedules or failure to carry out the work in accordance with the Contract Documents. The Consulting Engineer shall not have control over or

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charge of acts or omissions of the construction contractor, contractor's subcontractors, or their agents or employees.

5. Shop Drawings: The Consulting Engineer shall review and take appropriate action on the construction contractor's shop drawings and samples, and the results of tests and inspections and other data which each construction contractor or subcontractor is required to submit for the purposes of checking for compliance with the design concept and conformance with the requirements of the Contract Documents. This review shall not extend to means, methods, sequences, techniques or procedures of construction, or to safety precautions and programs incident thereto. The Consulting Engineer's review shall be conducted with reasonable promptness while allowing sufficient time in the Consulting Engineer's judgment to permit adequate review. Review of a specific item shall not indicate that the Consulting Engineer has reviewed the entire assembly of which the item is a component. The Consulting Engineer shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

D. GENERAL DUTIES AND RESPONSIBILITIES.

1. Responsibilities under the General Conditions of the Contract for Construction ("General Conditions"): In addition to the responsibilities herein set forth, the Consulting Engineer shall be responsible for those matters identified in the General Conditions as being responsibilities of the Consulting Engineer. The General Conditions shall be in a form mutually agreeable between the City and Consulting Engineer and shall be consistent with the intent and requirements of this Contract.

2. Personnel: The Consulting Engineer shall assign only qualified personnel to perform any service concerning the Project. This person shall be the primary contact with the City's Project Manager and shall have responsible authority for delivering the services of this contract from the Consulting Engineer. If not the herein designated Project Manager, the Consulting Engineer shall also designate, in writing to the City, the person in their firm with the authority to bind the Consulting Engineer. So long as the person named above remains employed by the Consulting Engineer, he or she shall perform the function of Project Manager on this Project. A personnel change must be approved by the City, but not unreasonably withheld.

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3. Subsurface Borings and Material Testing: If tests in addition to those set forth in **Schedule B** are required for Project design, the Consulting Engineer shall prepare specifications for the taking of the additional borings. Such Subsurface Borings and Testing, as defined herein, shall be provided by the Consulting Engineer or its subcontractors and compensated as an Additional Service. The City shall be named as an intended third-party beneficiary to the Consulting Engineer's subcontracts with the geotechnical engineer, the land surveyor, and the testing laboratory.

4. Service By and Payment to Others: Any work authorized in writing by the City and performed by anyone other than the Consulting Engineer or its subcontractors in connection with the Project shall be contracted for and paid for by the City directly to the third party or parties. In addition to payments for professional services, this may also include necessary permits, licenses, ownership certifications, materials testing, advertising costs, and other special tests or other work required or requested by the City or the Consulting Engineer which is not defined within the scope of Engineering Services of the Consulting Engineer. The payment for such additional services shall be subject to negotiation between the City and the third party and shall be approved prior to the performance of any additional services. Although the Consulting Engineer may assist the City in procuring such services of third parties, the Consulting Engineer shall in no way be liable to either the City or such third parties in any manner whatsoever for such services or for payment thereof.

5. Subcontracting of Engineering Services: Engineering Services to be subcontracted and designated subcontractors are identified on **Schedule D**. The Consulting Engineer shall not subcontract, delegate the performance thereof or assign any of the Engineering Services to be performed pursuant to this Contract without first obtaining the written consent of the City regarding the Engineering Services to be subcontracted or assigned and the consulting firm or person proposed to accomplish the subcontracted or assigned Engineering Services. Unless otherwise stated in the written consent to the assignment or delegation of Engineering Services, no assignment or delegation shall release or discharge the assignor or obligor from any obligation pursuant to this Contract. The City shall be named as an intended third-party beneficiary to the Consulting Engineer's subcontracts. Any person or firm proposed for subcontracting Engineering Services pursuant to this Contract shall maintain throughout the duration of the Contract, insurance

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as provided in Section V. D.(6) herein, and shall additionally maintain Professional Liability Errors and Omissions insurance in a minimum policy amount equivalent to that of the Consulting Engineer under this contract and provide the City with certification thereof unless waived by the City.

6. Endorsement: The Consulting Engineer shall sign and affix its licensing seal to all final plans, specifications, estimates and engineering data prepared by the Consulting Engineer and shall cause all subcontractors to sign and seal their final documents where required by law. Any review or approval by the City of any documents prepared by the Consulting Engineer or its consultants including, but not limited to, the plans and specifications, shall be solely for the purpose of determining whether such documents are consistent with the City's construction program and intent and shall not be construed as approval of same by the City. No review of such documents by the City shall relieve the Consulting Engineer of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

7. Inspection of Documents: The Consulting Engineer shall maintain all Project records for inspection by the City during the contract term and for five (5) years from the date of final payment and shall notify the City prior to their disposal.

8. Design Criteria, Property Acquisition, Survey Standards:

a. *Engineering Design Criteria.* Engineering design criteria for the Project shall be in accordance with City Codes and the City's Engineering Design Standards. The Consulting Engineer shall follow and complete the City's Engineering Design Plan Checklist with each plan submittal.

b. *Property Acquisition*. In the event real property interest acquisition is a service required pursuant to this Contract, then all of the following standards shall apply:

(i) Consulting Engineer shall provide standard title reports for each property interest.

(ii) Consulting Engineer shall provide written metes and bounds legal descriptions and related exhibits for each permanent property interest to be acquired.

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(iii) Legal descriptions and exhibits shall be sealed by a Missouri Professional Land Surveyor.

c. *Surveying Standards.* In addition to the standard of care for survey services, these standards shall apply to any surveying services required:

(i) Identify all easements and encumbrances known to exist at the time of the survey. Identification shall include the physical location and reference to the written or recorded location.

(ii) Surveying work shall reference the Missouri Coordinate System of 1983 in accordance with 10 CSR 30-2.050 and applicable supporting requirements thereof.

(iii) Topographic surveying work shall meet the Missouri Mapping Standards in accordance with 10 CSR 30-6, Class I, at a scale of **1 in. = 50 ft.** and contour interval **of 1 ft.,** and applicable supporting requirements thereof.

(iv) A minimum of four control points per mile with base line(s) tied to all control points on paper plans is required.

(v) Right-of-Way or Easement Property Strip Maps surveying work shall be performed in accordance with the General Land Surveying Requirements, Accuracy Standards, and the United States Public Land Survey requirements of the Missouri Minimum Standards for Property Boundary Surveys, 10 CSR 30-2.030, 10 CSR 30-2.040, and 10 CSR 30-3 and applicable supporting requirements thereof.

(vi) Boundary surveys shall be executed in accordance with the Missouri Minimum Standards for Property Boundary Surveys and these boundary surveys shall be properly recorded in the office of the St. Charles County Recorder of Deeds.

SECTION IV: CITY OF ST. CHARLES RESPONSIBILITIES.

A. COMMUNICATION. The City shall provide to the Consulting Engineer applicable Program Criteria; examine and timely respond to Consulting Engineer submissions; and give written notice to Consulting Engineer, who shall respond within five business days (including

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a request for additional time), whenever the City observes or otherwise becomes aware of any defect in the Engineering Services.

B. ACCESS. The City will provide access for the Consulting Engineer to enter public and private property necessary for the completion of the Project.

C. DUTIES. The City shall furnish and perform the various duties and services in all phases of the Project which are outlined and designated in **Schedule B**, Consulting Engineer Scope of Services, as the City's responsibility.

D. PROJECT REPRESENTATIVE. The City shall designate a Project Manager to represent the City in coordinating the Project with the Consulting Engineer, with the authority to communicate instructions, policies, and decisions of the City. The Project Manager is subject to change, but City shall notify the Consulting Engineer in writing of changes in the status or availability of its Project Manager.

SECTION V: GENERAL PROVISIONS.

A. TERMINATION.

1. Notice: The City shall have the authority and right to terminate this Contract for cause or for its convenience and without cause or default on the part of the Consulting Engineer, by providing ten (10) days' written notice of the termination to the Consulting Engineer. Upon receipt of notice of termination from the City, the Consulting Engineer shall, at City's option as contained in the notice: (1) immediately cease all Engineering Services; or (2) meet with the City and, subject to the City's approval, determine what Engineering Services shall be required of the Consulting Engineer in order to bring the Project to a reasonable termination in accordance with the request of the City. The Consulting Engineer shall also provide to the City copies of all Engineering Documents completed or partially completed at the date of termination.

If the City defaults on its obligation pursuant to this Contract, the Consulting Engineer is entitled to terminate this Contract by providing ten (10) days written notice to the City.

2. Termination for Cause: If this Contract is terminated for cause, after notice to the Consulting Engineer and a period of ten (10) days for the Consulting Engineer to

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remedy the cause for termination, the City may take over the Engineering Services and prosecute same to completion, by contract or otherwise, for the amount and at the expense of the Consulting Engineer, and the Consulting Engineer shall be liable to the City for reasonable excess costs incurred by the City by reason of such prosecution and completion. When the Contract has been terminated, such termination shall not affect any rights or remedies of the City against the Consulting Engineer then existing or which may later accrue. Similarly, any retention or payment of monies due the Consulting Engineer shall not release the Consulting Engineer from liability.

3. Compensation for Convenience Termination: If the City terminates this Contract for its convenience as herein provided, the City shall compensate the Consulting Engineer for all Engineering Services completed to the date of its receipt of the termination notice and for any additional Engineering Services requested by the City to bring the Project to reasonable termination. Compensation to the Consulting Engineer shall not include anticipatory profit or consequential damages, neither of which will be allowed.

4. Compensation for Cause Termination: If the City terminates this Contract for cause or default by the Consulting Engineer, the City shall compensate the Consulting Engineer for the reasonable cost of Engineering Services completed to the date of its receipt of the termination notice. Compensation to the Consulting Engineer shall not include anticipatory profit or consequential damages, neither of which will be allowed. The City also retains all of its rights and remedies against the Consulting Engineer including but not limited to its rights to sue for damages, interest and attorney fees.

5. Incomplete Documents: The Consulting Engineer shall not be responsible for errors or omissions in documents which are incomplete as a result of an early termination of this Contract pursuant to this Section.

6. Non Appropriation Clause: Notwithstanding other terms to the contrary, the obligation of CITY under this Contract shall cease immediately for a fiscal year in which CITY does not, for any reason, appropriate funds for this Contract.

B. DISPUTE RESOLUTION.

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The City and the Consulting Engineer agree that disputes regarding the Project shall first be addressed by negotiations between the parties. If negotiations between the parties fail to resolve the dispute, then the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, the Consulting Engineer shall proceed with the Engineering Services pursuant to this Contract as if no dispute existed, and the City shall continue to make payment for the Consulting Engineer's completed services unless the Consulting Engineer gives notice of termination. Nothing herein shall prohibit the parties from mutually agreeing upon another method of dispute resolution.

C. OWNERSHIP OF ENGINEERING DOCUMENTS.

All Engineering Documents prepared in connection with this Project shall be the property of the Consulting Engineer, whether the Project for which they are made is constructed or not. However, the Consulting Engineer shall provide the City a copy of all completed or, in the case of termination of the project partially completed, documents in reproducible form, including but not limited to prints, reproductions, and electronic CAD files. Reports, plans, specifications, and related documents are the Consulting Engineer's copyrighted instruments, and at the option of the Consulting Engineer may so identify them by appropriate markings. Provided the Consulting Engineer is paid for its services, either by termination or completion of services, then City shall subsequently be entitled to use these documents without any additional compensation or agreement of the Consulting Engineer, however, such use, without written verification or adaptation by the Consulting Engineer for the specific purpose intended by the City shall be at the City's sole risk and without liability or legal exposure to the Consulting Engineer whatsoever. If the City does reuse the Consulting Engineer's documents on another project, it shall retain Consulting Engineer or another licensed and insured professional engineer to review, adapt and seal such documents. The City does not take any responsibility for the use of documents by persons other than the City. The submission of or distribution of documents to meet regulatory requirements is not to be considered as contrary to any of Consulting Engineer's right to the documents.

D. INSURANCE.

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The Consulting Engineer shall maintain throughout the term of this Contract insurance coverage for the risks specified below and shall maintain policy limits at a minimum in the amounts specified below. All commercial general liability and automobile liability insurance shall be written on an occurrence basis. With the exception of professional liability insurance and workers' compensation/employer's liability insurance, the City shall be named as an additional insured on all insurance policies, the Consulting Engineer's insurance will be primary to any insurance the City may have and the City's insurance shall be non-contributory.

1. Professional Liability: The Consulting Engineer shall maintain Professional Liability Errors and Omissions insurance coverage for five (5) years beyond the termination date of this Contract for the Engineering Services performed pursuant to this Contract in a policy limit amount sufficient to cover Project Costs, or $3,000,000.00 per claim and aggregate, whichever is less, for each claim/aggregate, and shall provide City with a copy of the insurance endorsements and a certificate of insurance as well as a copy of the policy, when requested. The Consulting Engineer's duty and obligation to maintain Professional Liability insurance and provide the insurance policy to the City shall survive termination of this Contract.

2. Commercial General Liability:

Each Occurrence	$4,000,000
Personal & Advertising Injury	$4,000,000
Products/Completed Operations Aggregate	$4,000,000
General Aggregate	$4,000,000

An umbrella or excess liability policy may be used to attain the shown commercial general liability limits.

Policy shall not contain any endorsements that remove or restrict the following coverages:

a. Contractual Liability
b. Explosion, Collapse & Underground
c. Independent Contractors

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3. Automobile Liability Insurance: Policy shall protect the Consulting Engineer against claims for bodily injury or property damage arising out of the ownership or use of any owned, hired or non-owned vehicle and must include protection for either:

a. all owned, hire or non-owned motor vehicles of any type.

Limits: $4,000,000 Each Accident, Combined Single Limits, Bodily Injury and Property Damage. An umbrella or excess liability policy may be used to attain the shown commercial general liability limits.

Policy shall insure the contractual liability assumed by the Consulting Engineer pursuant to this Contract.

4. Workers' Compensation and Employers' Liability: This insurance shall protect the Consulting Engineer against all claims under applicable state Workers' Compensation laws.

Workers' Compensation: Statutory Limit

The Consulting Engineer shall also be protected against claims for injury, disease or death of employees for which, for any reason, may not fall within the provisions of a Workers' Compensation law under an Employers Liability policy with the following limits:

Bodily Injury by Accident	$550,000 each accident
Bodily Injury by Disease	$550,000 policy limit
Bodily Injury by Disease	$550,000 each employee

5. Industry Ratings: The City will only accept coverage from an insurance carrier that offers proof that the carrier:

a. is licensed to do business in the State of Missouri; and

b. carries a Best's Policyholder rating of A-VII, or better or is otherwise approved by the City.

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Certification of insurance coverage in Sections (2), (3) and (4) above shall be on the ISO Standard Certificate of Insurance Form. Certification of professional liability insurance shall be provided on a separate ACORD form provided by the Consulting Engineer's insurance carrier or its authorized representative. Copies of additional insured endorsements shall accompany the insurance certificates.

6. Subcontractor's Insurance: If a part of this Contract is to be sublet, then the Consulting Engineer shall either:

a. cover all subcontractors under its insurance policies; or

b. require each subcontractor not so covered to secure insurance which will protect against applicable hazards or risks of loss and in the minimum amounts designated herein, unless waived by the City.

7. The Consulting Engineering or its insurance company shall provide to the City at least thirty (30) days advanced written notice by REGISTERED MAIL prior to any renewal or expiration date of any insurance policy.

E. INDEMNITY.

1. Indemnification for General Liability or Non-Professional Negligence. The Consulting Engineer shall defend, indemnify, and hold harmless the City and any of its elected officials, employees, officers, boards, commissions or agencies from and against damages, liability, losses, costs, expenses, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorneys' fees and the cost of defense), in connection with any action, proceeding, demand or claim arising out of or resulting from the negligence, in whole or in part, of the Consulting Engineer, its employees, agents, or subcontractors, or others for whom the Consulting Engineer is legally liable, provided that such damage, liability, loss, cost, or expense is:

a. attributable to bodily injury, sickness, disease, or death or to damage to or destruction of tangible property (other than the Project itself) of any person or entity including loss of use resulting there from; or

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b. not the result of professional negligence.

In addition, the Consulting Engineer's obligations shall specifically apply to those damages, liabilities, losses, costs, or expenses arising from the negligent acts of the City or any of any of its elected officials, employees, officers, boards, commissions or agencies in those instances in which the City is named as an additional insured under the Consulting Engineer's Commercial General Liability insurance policy resulting from the negligence, in whole or in part, of the Consulting Engineer, its employees, agents, or subcontractors, or others for whom the Consulting Engineer is legally liable, and then only to the extent covered by such insurance, not to exceed the limits required herein. If the required insurance is not procured and maintained as required by this Contract, then the Consulting Engineer's obligations hereunder shall apply as though the insurance was in place.

2. Indemnification for Professional Negligence. The Consulting Engineer shall indemnify and hold harmless the City and any of its elected officials, employees, officers, boards, commissions or agencies from and against damages, losses, costs, and expenses, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorneys' fees and the cost of defense), in connection with any action, proceeding, demand or claim but only to the extent caused by the negligent acts, errors, or omissions of the Consulting Engineer, its employees, agents, or subcontractors, or others for whom the Consulting Engineer is legally liable, in the performance of professional services pursuant to this Contract. The Consulting Engineer is not obligated under this subparagraph to indemnify the City for the negligent acts of the City or any of its elected officials, employees, officers, boards, commissions or agencies.

3. Additional provisions regarding the indemnification provided under paragraph E.1. and E.2. of this Contract. It is agreed as a specific element of consideration of this Contract that the indemnification provided by paragraphs E.1. and E.2. of this Contract shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party. In the case of any claims against the City, its elected officials, employees, officers, boards, commissions or agencies indemnified under this Contract, by an employee of the Consulting Engineer, its affiliates, subsidiaries, subcontractor or assignee, the indemnification obligations contained in this Contract shall not be limited by any limitation on

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amount or type of damages, compensation or benefits payable by or for the Consulting Engineer, its affiliates, subsidiaries, subcontractor or assignee, under workers' compensation acts, disability benefit acts, or other employee benefit acts. This indemnification section shall survive the termination of this Contract.

F. NON-DISCRIMINATION AND AFFIRMATIVE ACTION.

1. In the execution of this Contract, no person shall on the grounds of race, color, religion, sex, disability, national origin or other protected status be excluded from full employment rights in, be denied the benefits of, or otherwise subjected to discrimination under any program, service or activity under the provisions of any and all applicable federal and state laws against discrimination.

2. In all solicitation or advertisements for employees, the Consulting Engineer shall include the phrase "equal opportunity employer," or similar phrase approved by the City.

3. The Consulting Engineer shall include the provisions of paragraphs 1 and 2 in every subcontract or purchase order so that such provisions will be binding upon all subcontractors and vendors.

G. ENTIRE AGREEMENT.

This Contract constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Contract may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Contract.

H. APPLICABLE LAW, JURISDICTION AND VENUE.

This Contract is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Missouri. In the event that the parties hereto are unable to resolve any controversy or claim arising out of, or relating to, this Contract or the making, performance or interpretation of it without resort to the courts, the parties agree that exclusive jurisdiction and venue over such matter shall be in the Eleventh Judicial Circuit Court of St. Charles County, Missouri.

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I. ASSIGNMENT OF CONTRACT.

This Contract shall not be assigned or transferred by the Consulting Engineer without the written consent of the City.

J. NO THIRD PARTY BENEFICIARIES.

Nothing contained in this Contract shall create a contractual relationship with, or any rights in favor of, any third party. There shall be no intended or implied third party beneficiaries to this Contract.

K. INDEPENDENT CONTRACTOR.

The Consulting Engineer is an independent contractor and as such is not an employee of the City.

L. WORK PRODUCT FORMAT.

1. For documentation purposes, an original electronic media compatible with the City's own (CAD) System. If the City provides such electronic media to others for any purpose, the City shall require the electronic media to be returned to the City upon completion of such use. The City recognizes that such use of electronic media will be at the City's sole risk and without any liability risk or legal exposure to the Consulting Engineer.

2. Project Documentation: All documentation provided to the City other than project drawings shall be furnished on a mutually agreeable format in either Microsoft Word file format or ASCII file format.

3. "Record" Drawings: After substantial completion of construction, the City and the construction contractor will provide copies of changes and alterations made in the field during construction to the Consulting Engineer to provide Record drawings. The Consulting Engineer has the right to rely on the information provided by the City and the construction contractor in preparing such documents, and shall have no independent duty to verify its accuracy.

M. FEDERAL LOBBYING ACTIVITIES. – NOT USED

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N. COVENANT AGAINST CONTINGENT FEES.

The Consulting Engineer represents and warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consulting Engineer, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this representation and warranty, the City may terminate this Contract without liability or may, in its discretion, deduct from the Total Fee or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

O. COMPLIANCE WITH LAWS.

The Consulting Engineer shall exercise usual and customary professional care in its compliance with applicable laws, codes and regulations in effect as of the date of this contract. Design changes made necessary by newly enacted laws, codes and regulations after this date may entitle the Consulting Engineer to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Contract. The Consulting Engineer shall assist the City in applying for those permits and approvals required by law for projects similar to the one for which the Consulting Engineer's services are being engaged. This assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents and other services normally provided by the Consulting Engineer and included in the Scope of Services of this Contract. The Consulting Engineer shall secure occupational and professional licenses necessary for the fulfillment of its obligations under this Contract.

P. TITLES, HEADINGS, SUBHEADINGS AND CAPITALIZATION.

The title and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of this Contract. Some terms are capitalized throughout this Contract but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

Q. SEVERABILITY CLAUSE.

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Should any provision of this Contract be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Contract shall be unaffected thereby and shall continue to be valid and enforceable.

R. FEDERAL WORK AUTHORIZATION COMPLIANCE.

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

S. PROOF OF LAWFUL PRESENCE IN UNITED STATES.

The Consulting Engineer acknowledges award of this Contract requires compliance with Section 208.009 RSMo which requires the Consulting Engineer to provide the City with affirmative proof that person executing this Contract is a citizen or permanent resident of the United States or is lawfully present in the United States prior to the City awarding the Consulting Engineer this Contract.

T. COMPLIANCE WITH OFFENDER REGISTRATION REQUIREMENT.

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

U. TERM OF CONTRACT.

This Contract shall have a duration until acceptance of the work performed or completion of the construction contract, whichever is longer.

V. NOTICES.

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All notices that are required or permitted to be given hereunder shall be in writing, addressed to the parties hereto at their respective addresses set forth below and delivered by (a) United States registered or certified mail, with postage prepaid; (b) a commercial package courier/delivery service; (c) hand delivery; or (d) sent by facsimile to the facsimile numbers set forth below:

A. If to the City:
City of St. Charles
Attention: Director of Administration
200 North Second Street
St. Charles, MO 63301
Fax No. 636-949-3267

B. If to the Consulting Engineer:

Stock & Associates Consulting Engineers, Inc.
Attention: George M. Stock
257 Chesterfield Business Parkway
St. Louis, MO 63005

A notice sent by certified or registered mail shall be effective as of the third business day following the day it is deposited in the mail, whether or not it is received. A notice sent by courier or hand delivery is effective on delivery. A notice sent by facsimile is effective on the first business day following transmission of the facsimile, if the sender's facsimile machine prints a confirmation that the recipient received the facsimile transmission and if a copy of the notice is also mailed by first class mail to the party that was to receive the notice accompanied by a note that it confirms a facsimile notice previously given. Either party may designate a different address or addresses by giving the other party written notice of its new address(es).

W. AUTHORITY TO APPROVE AND EXECUTE

The Consulting Engineer and the City each represent and warrant that it has the lawful authority to enter into this Contract and to perform the duties and obligations thereto.

X. ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

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Schedule A – Project Charter

Schedule B – Consulting Engineer's Scope of Services

Schedule C – Schedule of Fees and Hourly Rates

Schedule D – List of Subcontracted Services and Subcontractors

Schedule E – Notice and Instructions to Bidders/Vendors regarding §§ 285.525 through 285.550 RSMO, effective January 1, 2009

Y. EXECUTION OF CONTRACT.

The parties have caused this Contract to be executed in duplicate originals on this _____ day of _____, 20_____.

CITY OF ST. CHARLES, MISSOURI:

_____

By: Daniel J. Borgmeyer, Mayor Date

Attest:

_____

City Clerk Date

CONSULTING ENGINEER:

Stock & Associates Consulting Engineers, Inc.

George M. Stock 3/17/2026

By: Authorized Signatory Date

George M. Stock, P.E., President

Printed Name of Authorized Signatory

Attest:

Dan Stock 3/17/2026

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Signature Date

_____

Printed Name

CERTIFICATE OF DIRECTOR OF FINANCE

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

DocuSigned by:
Jennifer O'Connor 3/25/2026
C5FB3E8A40BE40D...

Director of Finance Date

Jennifer O'Connor

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Schedule A

Project Charter

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Engineering Department
Project Charter

Project Name: Riverpointe Infrastructure Improvements

Project Number: 24ENGST009

Account Number: TBD

Prepared By

Document Owner(s)	Project/Organization Role
James E. Gillam	Assistant City Engineer

Project Charter/PMP Version Control

Version	Date	Author	Change Description
Charter V1		James E. Gillam	Initial Charter Creation • [Change 1] • [Change 2] • [Change *n*]

Online Project Plan

Status	Date	Author	Details
Choose an item.			• [Describe online set-up]

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1 PROJECT CHARTER/PMP PURPOSE

The project charter defines the vision, goals, scope, objectives, constraints, and overall approach for the work to be completed as part of this project. It is a critical element for initiating, planning, executing, controlling, and assessing the project. In addition, it serves as an agreement between the Project Team stating what will be delivered according to the budget, time constraints, risks, resources, and standards agreed upon for the project.

The proposals for this project will be reviewed on the following criteria:

1. Community relations, including evidence of sensitivity to citizen concerns.
2. Consultant's thorough research and technical approach to the project.
3. Proposal meets the City's time requirements / Work breakdown structure with estimated hours.
4. Adequate staffing with workload report.
5. Local preference for those firms which have a good work history with the City. Office address with list of employees at local office.

2 PROJECT PURPOSE AND OVERVIEW

The Riverpointe Infrastructure project is to design public infrastructure to support the construction of the Riverpointe Phase 2 and 3. Infrastructure will include filling, grading, roads, traffic signals, sanitary sewers, stormwater sewers, water mains, culverts, flood control, and any other related improvements to support this development. The initial design will be for the improvement plan for the redesign of the Arena Parkway, Friedens Road, and South River Road intersection to raise it above the base flood elevation, including the associated roadway approaches, stormwater sewers, sanitary sewers, water mains, and coordination with private utilities and Riverpointe Phase 2 internal site roadways as noted on the project location map.

Additional design services may be requested for future projects. Schedule, hours, etc. would be requested at a later date. These projects for the development may include:

1. Extension/relocation of Old South River Poad, including a culvert over Crystal Springs Creek adjacent to an aerial crossing of a thirty inch sanitary sewer.
2. Katy Trail relocation through Riverpointe Phase 2 and 3, including State licensing and a culvert over Crystal Springs.
3. South River Road improvements, including raising the road above the BFE and extending the culvert downstream.
4. Installation of a traffic signal at South River Road and South River Road.

3 PROJECT TEAM

Project Team Role	Project Team Member(s)	Contact Information
Project Manager		
Director of Engineering	Dan Mann	636-949-3229 daniel.mann@stcharlescitymo.gov

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Assistant City Engineer, Design	Nick Galla	636-949-3237 nicholas.galla@stcharlescitymo.gov
Assistant City Engineer, Development	Jim Gillam	636-949-3243 james.gillam@stcharlescitymo.gov
Assistant City Engineer, Construction	Jim Gremaud	636-949-3240 james.gremaud@stcharlescitymo.gov
Right-of-Way Specialist	Jeannie Bassett	636-949-3245 Jeannie.bassett@stcharlescitymo.gov
Public Communications Coordinator	Beth Norviel	636-949-3288 Beth.norviel@stcharlescitymo.gov
Director of Public Works		636-255-6135
Public Works Superintendent	Sam Thomas	636-255-6164 samuel.thomas@stcharlescitymo.gov
Water Maintenance Supervisor	John Phillips	636-949-3363 john.phillips@stcharlescitymo.gov
Sewer Maintenance Supervisor	Mike Wodke	636-949-3514 michael.wodke@stcharlescitymo.gov
City Construction Inspector	TBD	TBD
Design Consultant	TBD	TBD

3.1 [PMP – Organizational Chart]

See Attached Org. Chart Exhibit

3.2 [PMP – Communications Plan]

TBD

4 PROJECT SCOPE STATEMENT

4.1 Goals and Objectives

Goals	Objectives
Road Improvements	Raise Arena Parkway and South River Road above the BFE near their intersection.

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Intersection Improvements	Raise the Arena Parkway, Friedens Road, and South River Road above the BFE to allow access to the Riverpointe Phase 2 development.
Trail Preservation	Re-align and raise the Katy Trail through the development. Provide a metes and bounds description for any change in the right-of-way.
Stormwater sewers	In conjunction with raising the roadways above the BFE, the inlet sills and top of grate elevations shall be at the BFE or higher.
Flood control/operations	All off-site flows are to discharge directly to the Missouri River slough adjacent to the site. All inlet connections, etc. to the systems shall have a low sill elevation higher than the BFE. Any local stormwater collection system that is not above the BFE shall have a check valve and structure for stormwater pumping utilizing a trailer mounted pumping system.
LOMR submittal to FEMA	Certification of grading operations above the BFE.

4.2 Statements of Work (SOW)

[Design Consultant work shall include Utility Coordination and Approvals with Private Companies and City Water & Sewer Divisions]

SOW	Owner/Prime	Due Date/Sequence
Consultant Solicitation	City of Saint Charles	December 2025
Consultant Selection	City of Saint Charles	January 2026
Design Notice to Proceed	City of Saint Charles	January 2026
Field Survey and Submittal	Consultant	January 2026
Utility Coordination Meeting	Consultant	January 2026
Environmental and Permitting	Consultant	January 2026
Conceptual Plan	Consultant	January 2026
Preliminary PS&E submittal	Consultant	February 2026
Preliminary Plan Approval	City of Saint Charles	February 2026
Prelim. Utility Relocation Plan	Consultant	February 2026
Pre-Final PS&E Subittal	Consultant	March 2026
Pre-Final PS&E Approval	City of Saint Charles/others	March 2026
Final PS&E Submittal	Consultant	April 2026
Final PS&E Approval	City of Saint Charles/others	April 2026
Bid	City of Saint Charles	May 2026
Construction	City of Saint Charles	June 2026
Final Close Out	City of Saint Charles	June 2027

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4.3 Milestones and Deliverables

Milestone	Deliverable
1. Survey	• Utility Investigation and Locates
2. Conceptual Plan	• Conceptual Plans and Alternatives Analysis • Intersection alternatives for roundabout and traffic signal • Inter site infrastructure • Rough cost estimate
3. Preliminary PS&E Submittal	• Preliminary Plans • List of JSP's • Cost Estimate • Utility Log
4. Preliminary Approval	• State, County, and City Preliminary Plan review comments
5. Utility Relocation Plan	• Utility Relocation Plan Approval
6. Environmental & Permitting	• RER – Section 106, 404/401, Endangered Species, land disturbance, floodplain permit, and cultural survey submitted and approved
7. Pre-final PS&E submittal	• Pre-final PS&E • Updated Utility Log
8. Pre-final PS&E Approval	• State, County, and City review comment of Pre-final PS&E
9. Final PS&E Submittal	• Final PS&E • Updated Utility Log
10. Final PS&E Approval	• State, County, and City review comments of Final PS&E
11. Utility Clearance	• [Utility Agreements, No Conflict Letters, Utility Relocation Plans, Costs and Schedule, Approvals from City Water & Sewer Divisions]
12. Bid	• Sealed Bids from Contractors
13. Begin Construction	• Executed Construction Contracts
14. Final Acceptance	• Lien Waivers, Final Invoice
15. Final Project Approval	• Final Reimbursement Check

4.4 Out of Scope

None

4.5 Project Funding

Funding for this project is provided by:
State of Missouri, Governor's Cost Share
County of Saint Charles
City of Saint Charles

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4.6 Time Management Plan]

Schedule shall be updated as frequently as weekly

5 PROJECT CONDITIONS

If an online project plan has already been created, issues and risks can be entered online with a printed summary attached to the project charter/PMP.

5.1 Issues List

#	Description	Impact*	Priority*	Owner	Proposed Resolution
1					
2					

5.2 Risk Register

#	Description	Impact*	Likelihood*	Owner	Proposed Mitigation
1	Utility Relocations	High	High	City of St. Charles/Consultant	Have accurate costs for relocations and utility companies on board

***Risk and Issue Criteria:**

Description	Impact	Priority	Likelihood
High	occurrence will have a substantial impact on the progress or result of the project	requires immediate follow-up and resolution	very likely to occur
Medium	occurrence will have an impact on the progress or result of the project, but within reasonable tolerances	requires follow-up before completion of next project milestone	may occur

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Description	Impact	Priority	Likelihood
Low	occurrence will have only minor impacts on the progress or result of the project	requires resolution prior to project completion	probably will not occur

5.3 Stakeholder Input Summary

Name	Organization	Role	Interests
City Council Members	City	Represent the citizens of the City	Completing a project on schedule, within budget, and meets the needs of the community
State of Missouri, Governor's Cost Share	State		Ensure State monies are properly spent.
State of Missouri, State Parks	State		Ensure the Katy Trail has right-of-way and permits/licenses are secured.
County of St. Chares	County		Ensure County monies are properly spent.
FEMA	Federal		Ensure flood zones are properly administrated.
COE	Federal		Ensure flood zones are properly administrated.

5.4 [PMP – Issue and Risk Management Plan]

Managed online

6 PROJECT STANDARDS

6.1 Standards

- City of St. Charles (Design codes and plan checklist)
- St. Louis County Highways and Traffic
    i. Standard Drawings
    ii. Design Criteria Manual
    iii. Standard Specifications for Highway Construction
- Americans with Disabilities Act Accessibility Guidelines
- Manual of Uniform Traffic Control Devices (MUTCD)

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- Missouri Department of Transportation (MoDOT)
    i. MoDOT LPA Manual

6.2 Permits/Outside Approvals

- DNR Land Disturbance Permit
- City of St. Charles Floodplain Permit
- State of Missouri Governor's Cost Share Approval
- State of Missouri State Parks Approval
- St. Charles County Approval
- COE 404 permit
- MoDNR 401 permit
- MoDNR water and sanitary sewer extension permits

6.3 Utility Coordination

- **Utility Coordination Log** – Design Consultant to contact and coordinate with private utility companies and City Water & Sewer Divisions throughout design and document all communication and meetings on the City Standard Utility Coordination Log
- **Contact Information** – provided by City, verified by Design Consultant
- **Survey Location Verification** – Design Consultant to verify surveyed utility locations with private utility companies records and City records including GIS data and As-built plans, resolve any discrepancies and submit revised Survey Plans to City
- **Preliminary Plan of Adjustment** – Design Consultant to identify utility conflicts during preliminary design and develop possible resolutions with private utility companies and City Water & Sewer Divisions, identify right of way and utility easement requirements
- **Relocation Plan and Approval** – Obtain relocation plans from private utility companies, show utility relocations by others on the plans, and design City water and sewer relocations with City Water & Sewer Divisions approval
- **Utility Agreements** – the City will reimburse private utility companies for relocating utilities within easements or undergrounding of existing aerial utilities, Design Consultant shall coordinate with City and private utility companies to obtain Utility Agreements with exhibits for relocations plans, estimate of City costs, schedule for relocation work, and acquired utility easements. Utility Agreements require 2 City Council meetings for approval. If no City costs are expected, then Design Consultant shall obtain a No Utility Conflicts Letter or a Memorandum of Understanding Letter from private utility companies.
- **Job Special Provision for Existing Utilities** – Design Consultant to provide a specification for Existing Utilities with utility contact information, known utility conflicts, detailed description of relocation plan, and pothole information or instructions for Contractor
- **Utility Clearance –** Design Consultant to package and submit completed utility coordination log, utility agreements with relocation plans and cost estimates, no conflict letters, recorded utility easements for City Approval of Utility Clearance prior to Advertisement of Bid

6.4 Notes

- Consultant will submit a set of plans and bid documents for each project.

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- Consultant hours should be tracked and submitted by project

7 APPROVALS

Prepared by _____
Project Manager

Approved by _____
Consultant

_____
Assistant City Engineer

_____
Director of Engineering

_____
[Other/Stakeholder]

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8 APPENDICES

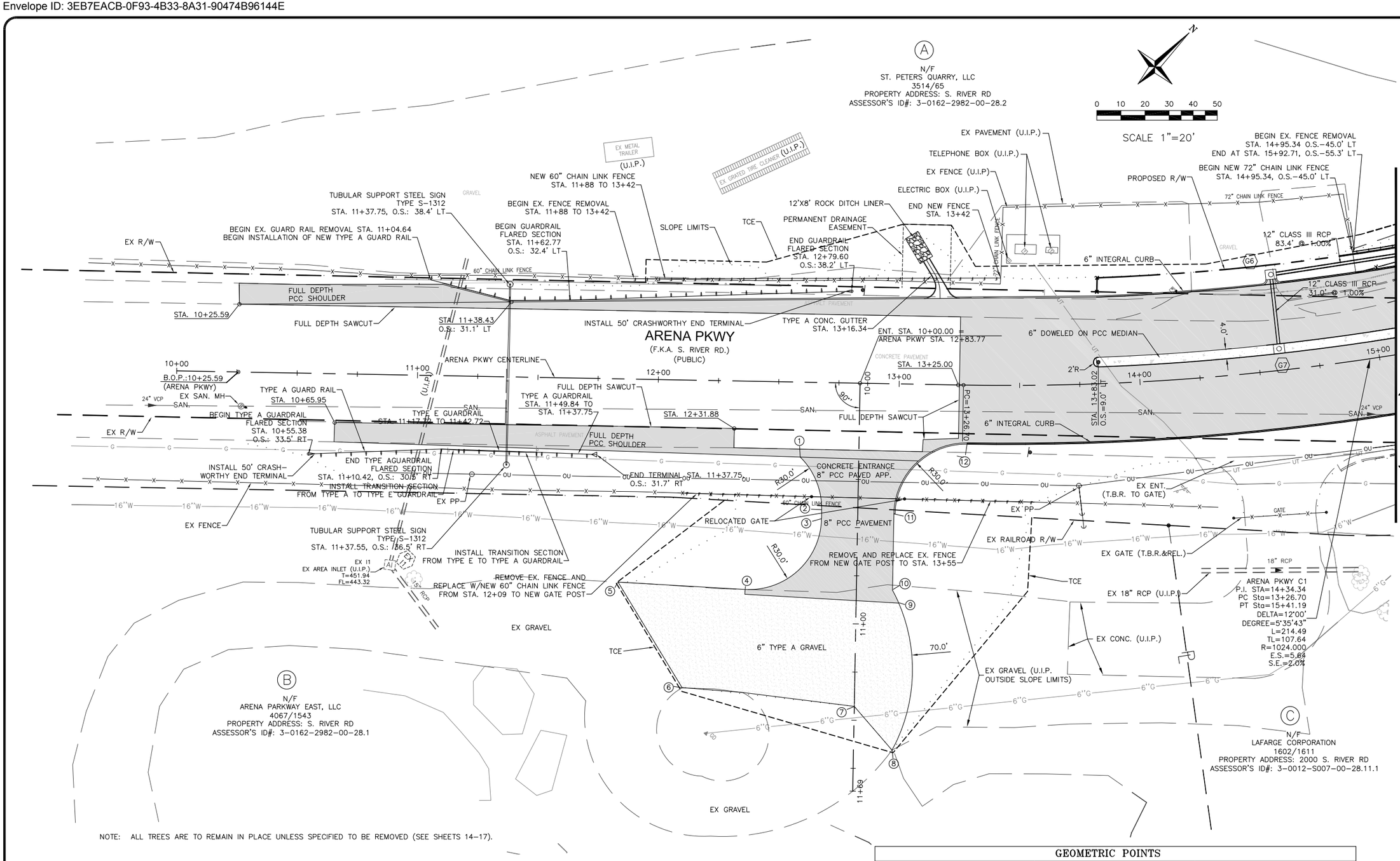
8.1 Project Map

8.2 Project Organization Chart

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NOTE: ALL TREES ARE TO REMAIN IN PLACE UNLESS SPECIFIED TO BE REMOVED (SEE SHEETS 14–17).

LEGEND

PROPOSED PCC PAVEMENT

PROPOSED GRAVEL PARKING LOT

GEOMETRIC POINTS

POINT	STATION	OFFSET	POINT	STATION	OFFSET	POINT	STATION	OFFSET
1	12+59.48	31.1'RT	5	11+84.79	84.4'RT	9	13+01.44	91.0'RT
2	12+68.77	52.8'RT	6	12+12.13	127.8'R	10	12+98.77	85.7'RT
3	12+68.77	56.5'RT	7	12+83.76	134.3'R	11	12+98.77	54.0'RT
4	12+37.57	86.5'RT	8	12+99.76	152.1'R	12	13+28.66	24.0'RT

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9/10/10	PRELIMINARY SUBMITTAL
5/16/11	RIGHT–OF–WAY SUBMITTAL
1/25/12	FINAL PLANS

CMAQ 5414(615)

Corporate Engineering Certificate # 000381

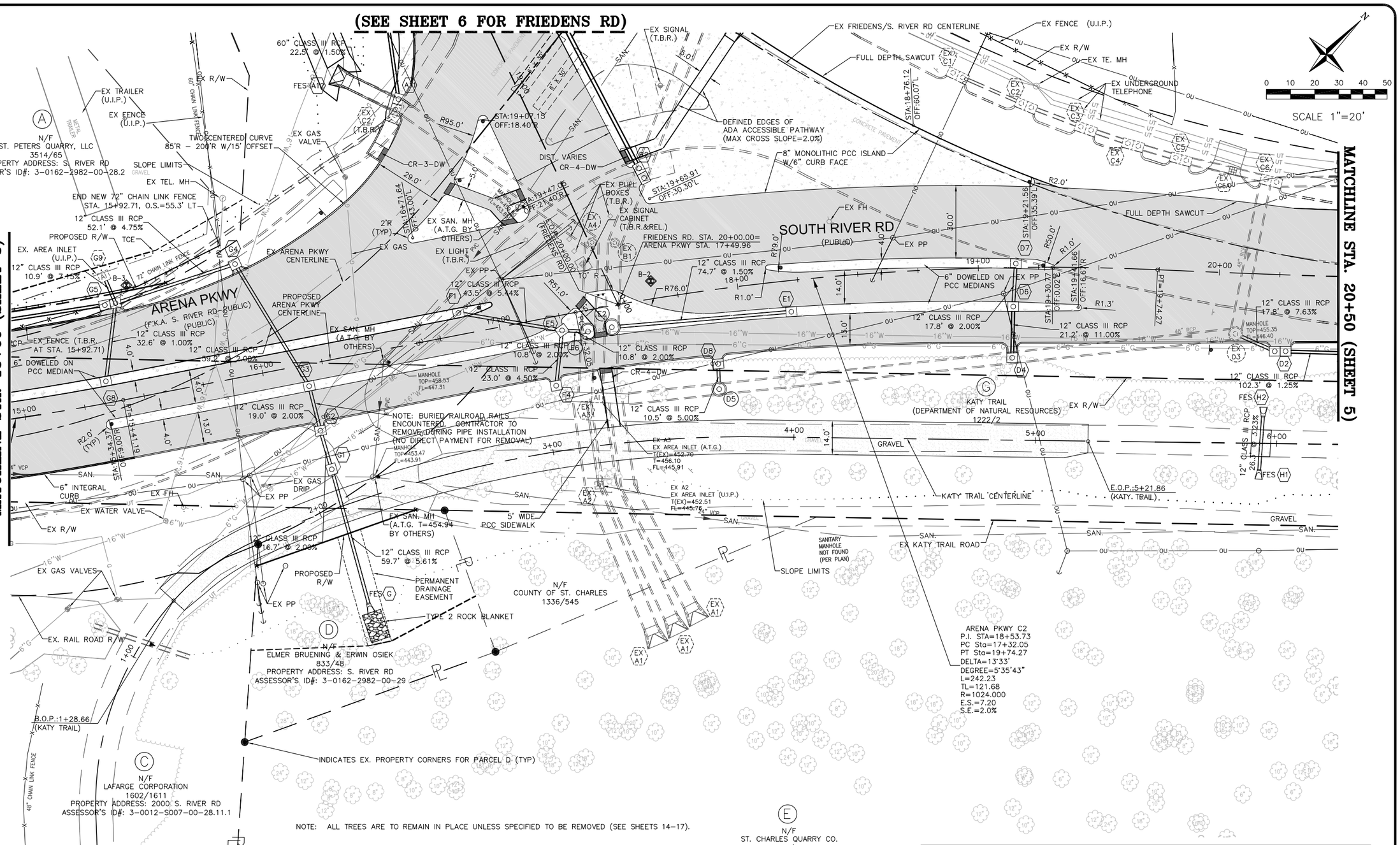
CIVIL ENGINEER

STATE OF MISSOURI STEVEN T. STRELKAUF NUMBER 2006018552 PROFESSIONAL ENGINEER

CBB Crawford, Bunte, Brammeier
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PLAN SHEET
ARENA PARKWAY
ARENA PKWY AT FRIEDENS RD
INTERSECTION IMPROVEMENT PROJECT
ST. CHARLES COUNTY, MISSOURI

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NOTE: ALL TREES ARE TO REMAIN IN PLACE UNLESS SPECIFIED TO BE REMOVED (SEE SHEETS 14–17).

NOTE: REFER TO PAVEMENT MARKING SHEETS FOR EX. SIGN REMOVAL

LEGEND

- PROPOSED PCC PAVEMENT
- PROPOSED MEDIAN/ISLAND
- PROPOSED KATY TRAIL/PRIVATE DRIVE

KATY TRAIL PROPOSED GEOMETRICS

CURVE	PI STA.	PC STA.	PT STA.	DELTA	DEGREE	L	TL	R	E.S.
C1	0+85.16	0+32.18	1+32.40	45°56'	45°50'12"	100.22	52.98	125.00	10.76
C2	1+52.02	1+32.40	1+71.16	22°12'	57°17'45"	38.76	19.63	100.00	1.91
C3	2+14.51	1+71.16	2+57.65	9°55'	11°27'33"	86.49	43.35	500.00	1.88
C4	3+22.51	2+57.65	3+86.66	14°47'	11°27'33"	129.01	64.87	500.00	4.19

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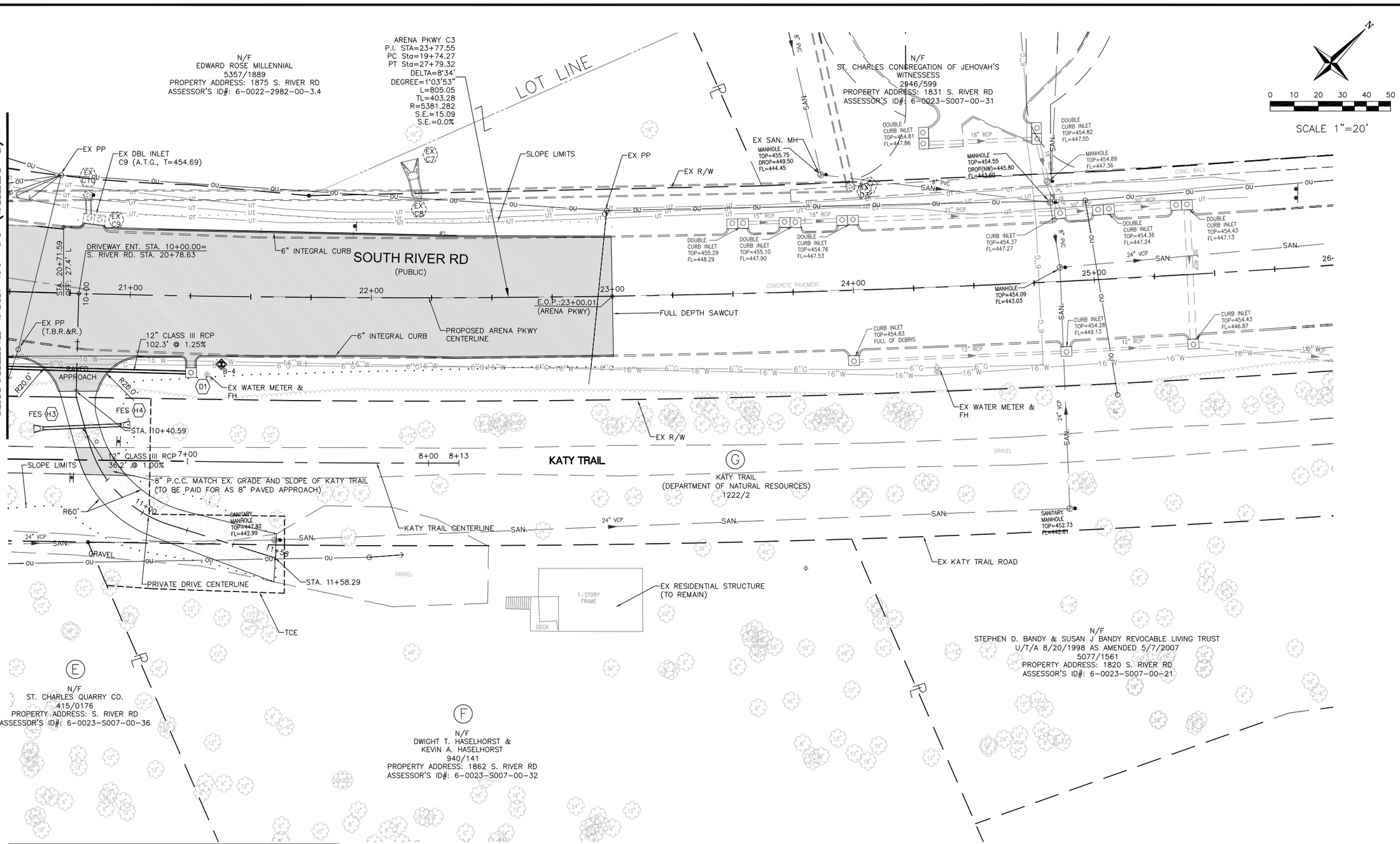
Corporate Engineering Certificate # 000381 — CIVIL ENGINEER

STATE OF MISSOURI — STEVEN T. STRELKAUF — NUMBER PE-2009018760 — PROFESSIONAL ENGINEER

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PLAN SHEET
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LEGEND

- PROPOSED PCC PAVEMENT
- PROPOSED MEDIAN/ISLAND
- PROPOSED PRIVATE DRIVE

NOTE: ALL TREES ARE TO REMAIN IN PLACE UNLESS SPECIFIED TO BE REMOVED (SEE SHEETS 14–17).

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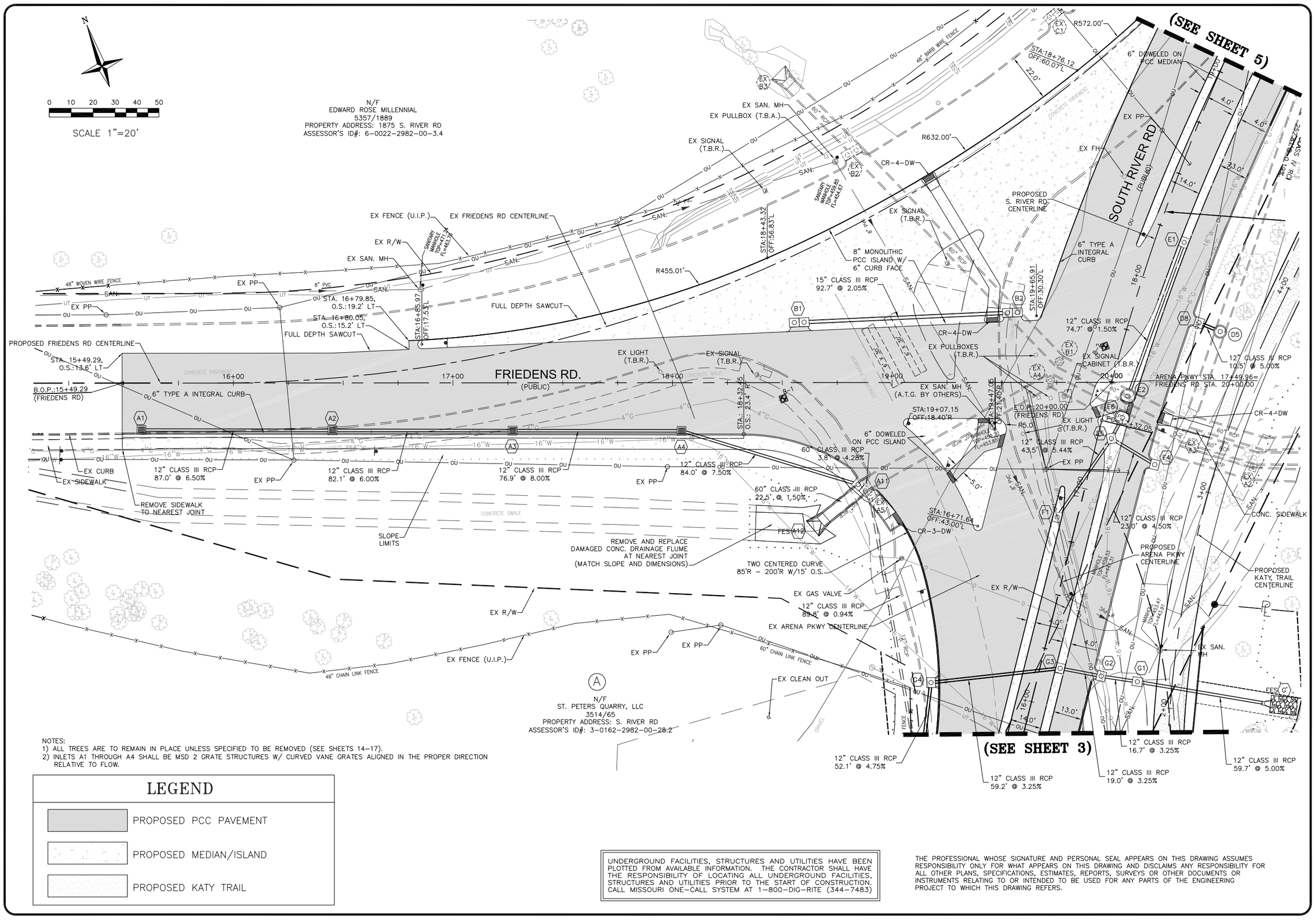
CIVIL ENGINEER

STATE OF MISSOURI ENGINEER STEVEN T. BRUNEAU NUMBER PE-2009018755 PROFESSIONAL

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St. Louis, Missouri/Glen Carbon, Illinois
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PLAN SHEET
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NOTES:
1) ALL TREES ARE TO REMAIN IN PLACE UNLESS SPECIFIED TO BE REMOVED (SEE SHEETS 14–17).
2) INLETS A1 THROUGH A4 SHALL BE MSD 2 GRATE STRUCTURES W/ CURVED VANE GRATES ALIGNED IN THE PROPER DIRECTION RELATIVE TO FLOW.

LEGEND

- PROPOSED PCC PAVEMENT
- PROPOSED MEDIAN/ISLAND
- PROPOSED KATY TRAIL

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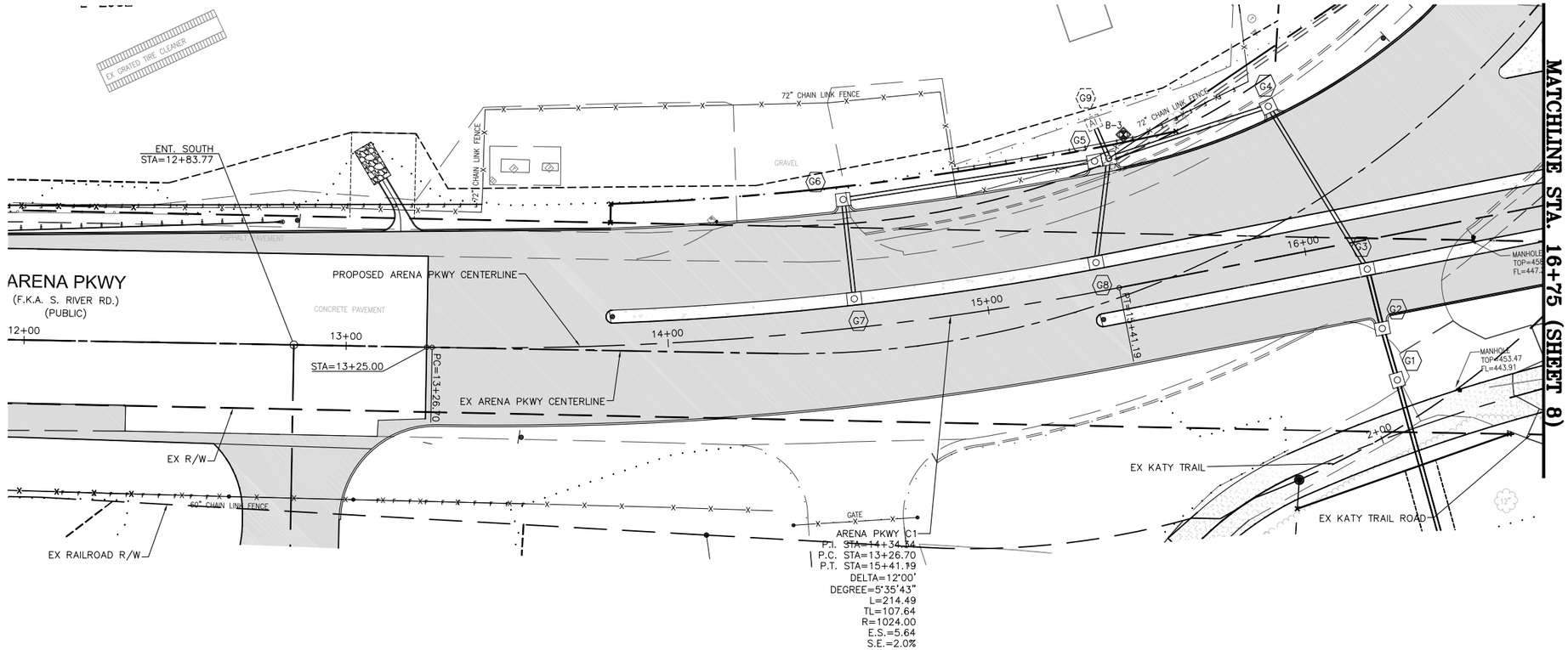
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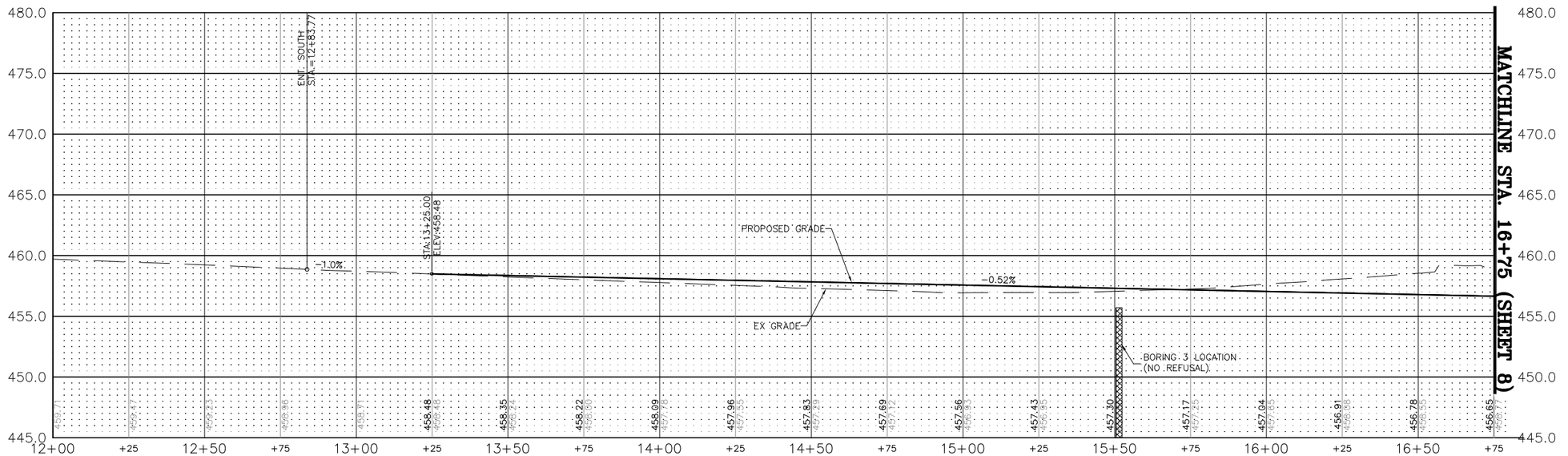
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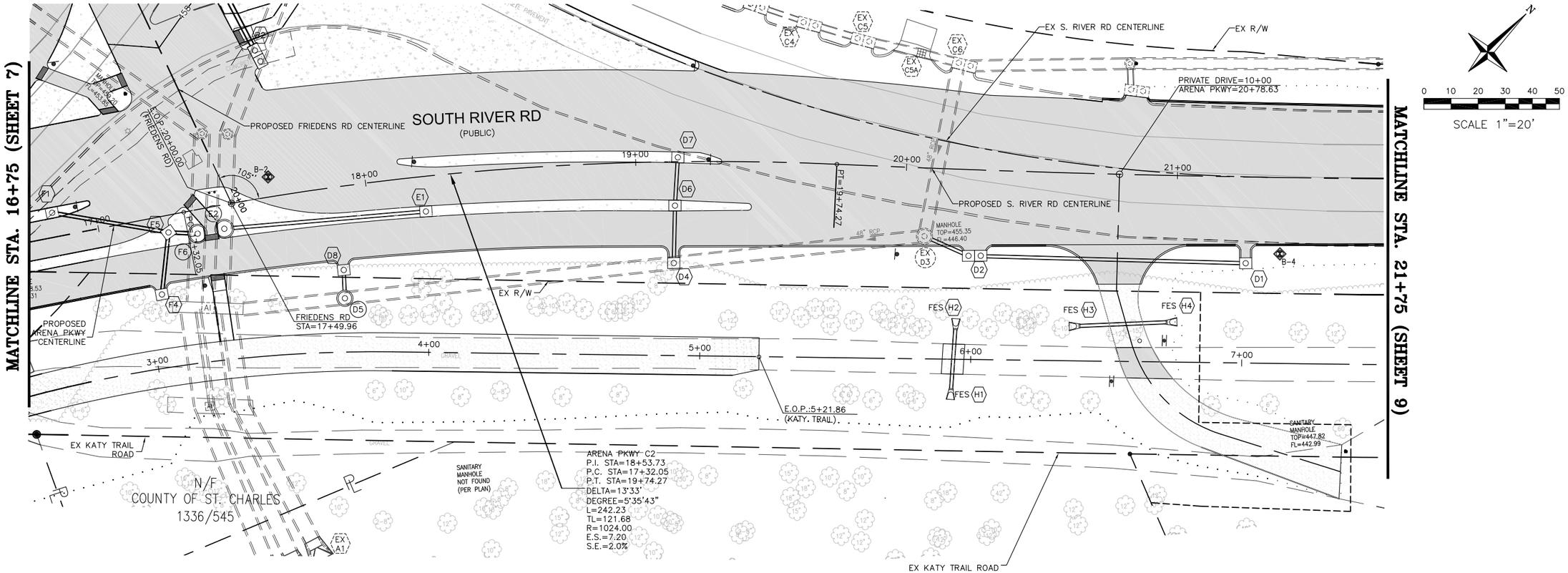
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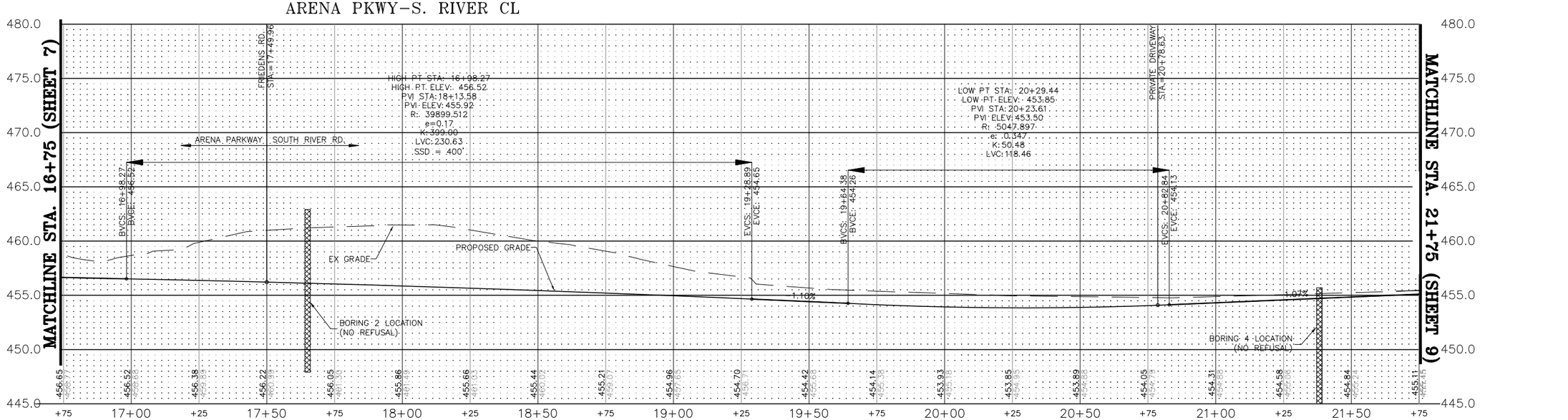
STATE OF MISSOURI
STEVEN T. SHEEHAN
NUMBER 2003018703
PROFESSIONAL ENGINEER

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St. Louis, Missouri/Glen Carbon, Illinois
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PROFILE SHEET
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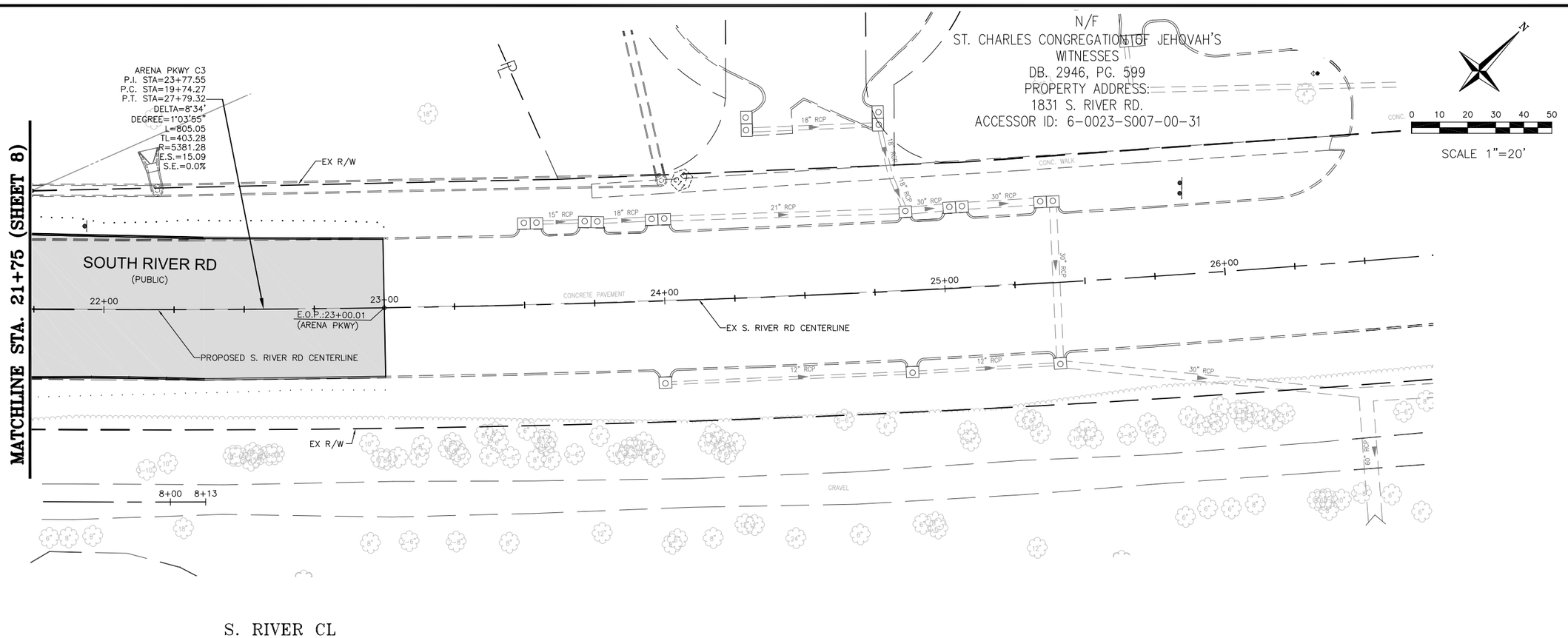
CIVIL ENGINEER

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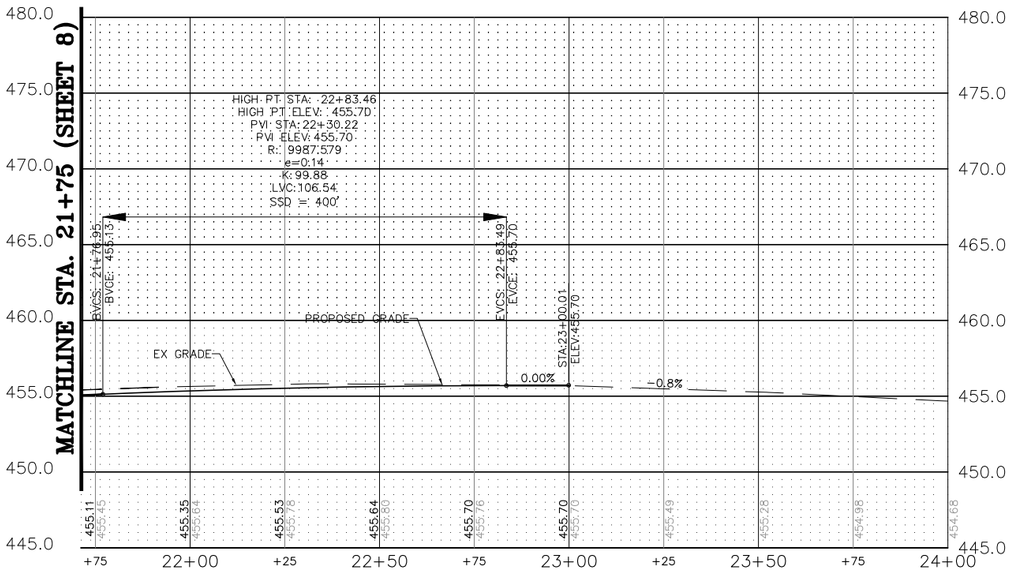
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314-878-6644 618-656-2612
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PROFILE SHEET
ARENA PKWY/S. RIVER RD
ARENA PKWY AT FRIEDENS RD
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ST. CHARLES COUNTY, MISSOURI

Docusign Envelope ID: 3EB7EACB-0F93-4B33-8A31-90474B96144E



S. RIVER CL



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1"=5' (V)

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5/16/11	RIGHT-OF-WAY SUBMITTAL
1/25/12	FINAL PLANS

CMAQ 5414(615)

Corporate Engineering Certificate # 000381

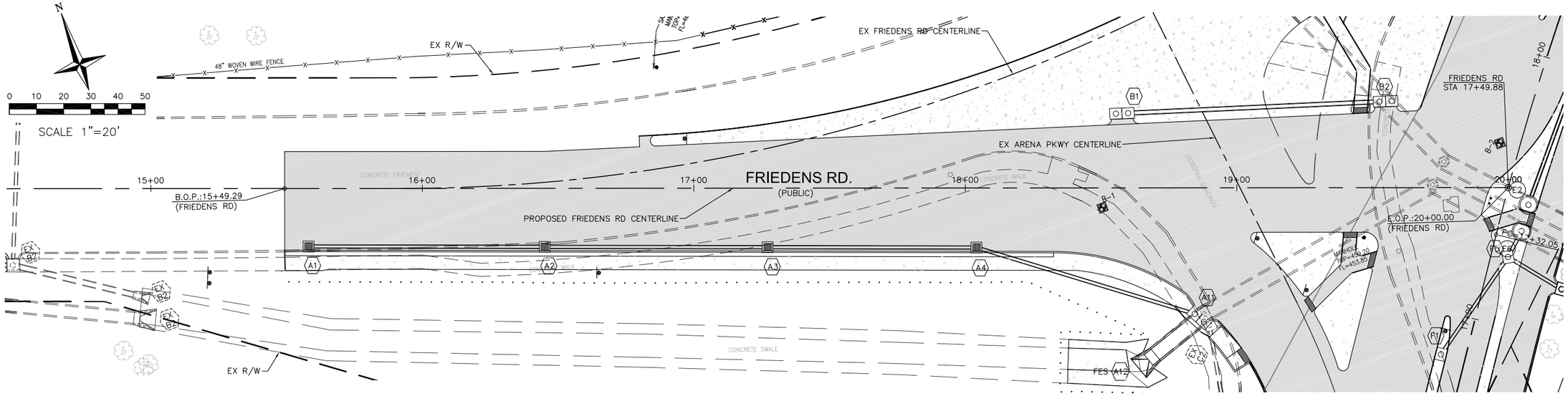
CIVIL ENGINEER

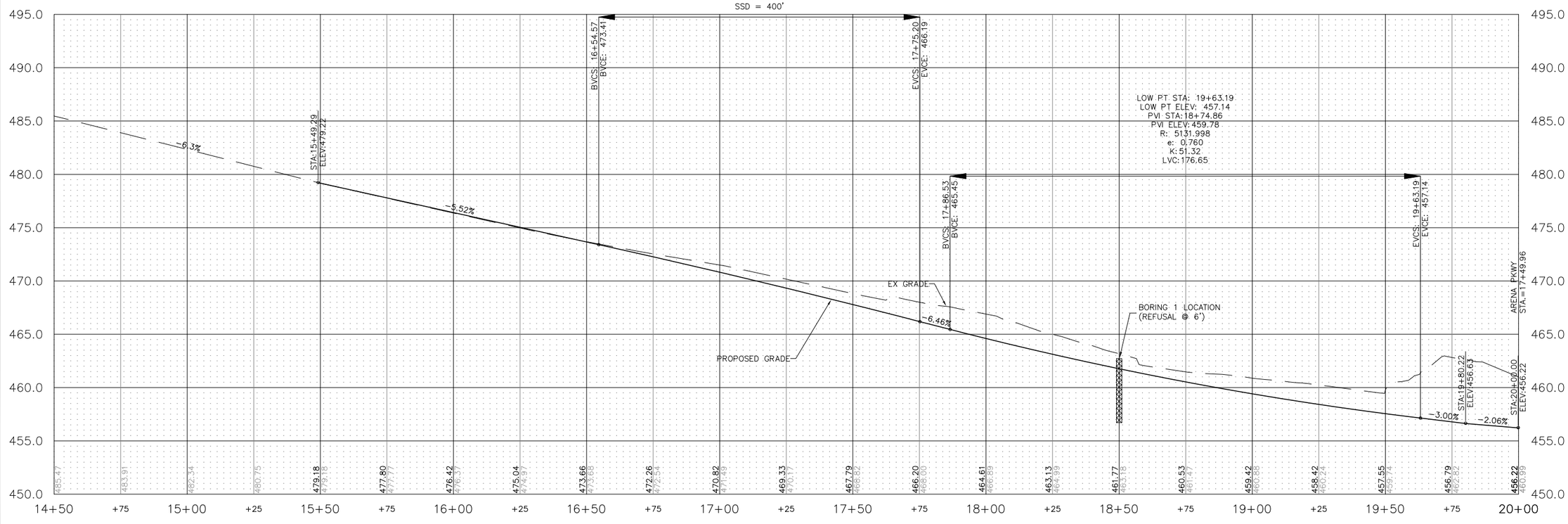
STATE OF MISSOURI STEVEN T. BRAMMEIER NUMBER E-22163 REGISTERED PROFESSIONAL ENGINEER

CBB Crawford, Bunte, Brammeier
Traffic and Transportation Engineers
St. Louis, Missouri/Glen Carbon, Illinois
314-878-6644 618-656-2612
Fax: 314-878-5876 E-Mail: cbb@cbbtraffic.com

PROFILE SHEET
SOUTH RIVER ROAD
ARENA PKWY AT FRIEDENS RD
INTERSECTION IMPROVEMENT PROJECT
ST. CHARLES COUNTY, MISSOURI

Docusign Envelope ID: 3EB7EACB-0F93-4B33-8A31-90474B96144E





SHEET NO.
10

Job No.	8-10
Scale:	1"=20'
Drawn by:	STS
Design by:	STS
Approved by:	CMB
File Name:	XX-XX

ISSUE RECORD

7/9/10	CONCEPTUAL SUBMITTAL
9/10/10	PRELIMINARY SUBMITTAL
5/16/11	RIGHT-OF-WAY SUBMITTAL
1/25/12	FINAL PLANS

CMAQ 5414(615)

Corporate Engineering Certificate # 000381

CIVIL ENGINEER

STATE OF MISSOURI STEVEN T. STRELKAUN NUMBER PE-2009018776 PROFESSIONAL ENGINEER

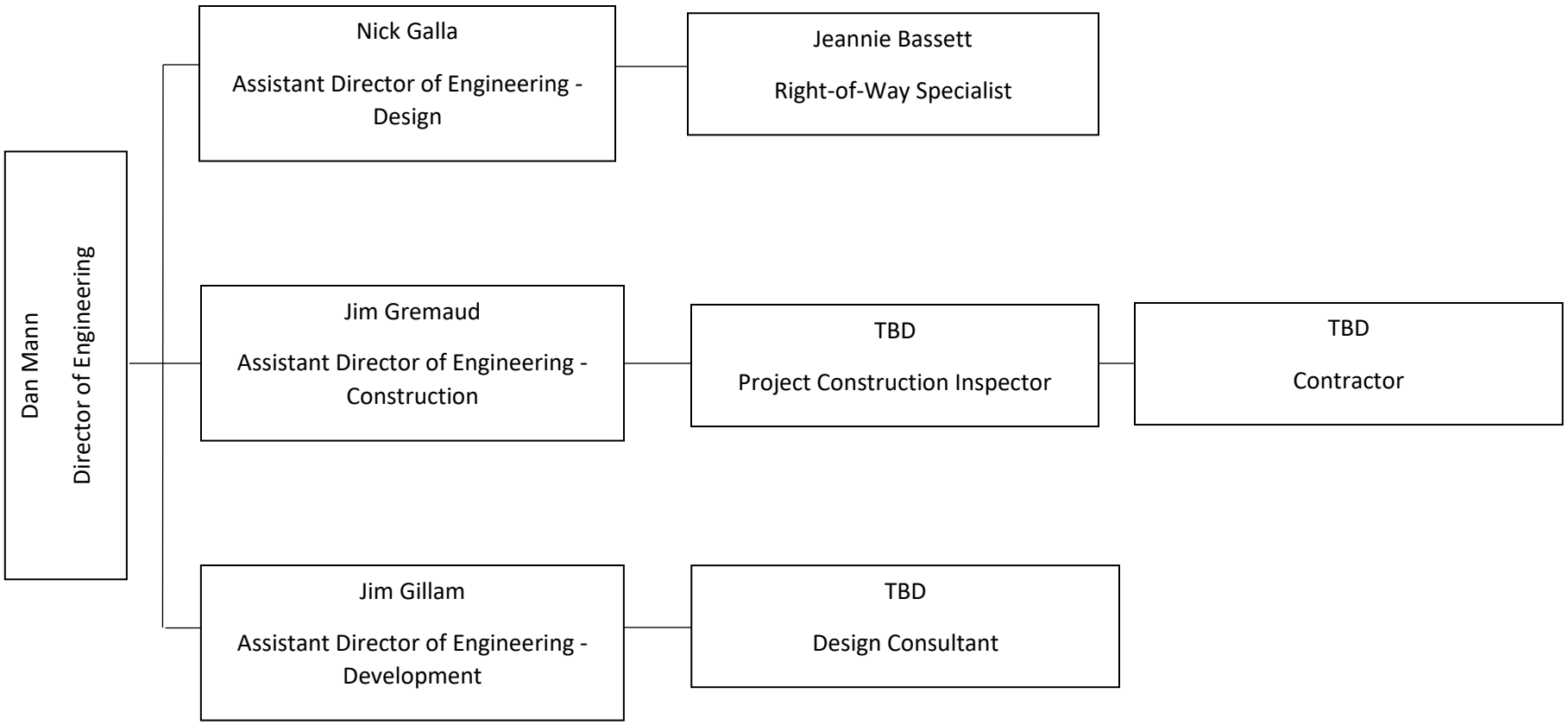
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314-878-6644 618-656-2612
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PROFILE SHEET
FRIEDENS RD
ARENA PKWY AT FRIEDENS RD
INTERSECTION IMPROVEMENT PROJECT
ST. CHARLES COUNTY, MISSOURI

Docusign Envelope ID: 3EB7EACB-0F93-4B33-8A31-90474B96144E

PROJECT ORGANIZATION CHART

RIVERPOINTE INFRASTRUCTURE IMPROVEMENTS



Docusign Envelope ID: 3EB7EACB-0F93-4B33-8A31-90474B96144E

Schedule B

Consulting Engineer Scope of Services

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February 18, 2026
March 5, 2026 - Updated
March 17, 2026 – Updated

Schedule B

"D R A F T"

City of St. Charles
200 North Second Street | Room 203
St. Charles, MO 63301

Attention: Mr. James E. Gillam, P.E. - Assistant City Engineer (james.gillam@stcharlescitymo.gov)

RE: "Riverpointe Infrastructure Phases A & B" (19STM5) Scope & Fee For Professional Land Surveying / Civil Engineering / Geotechnical Investigation (Stock Project No. 225-7932 Assoc. w/ 6972, 7105, 7335, 7501, 7712.3, 7872)

Dear Mr. Gillam,

Pursuant to your letter award dated 1/23/26, our scoping meeting on 1/29/26, and email comments dated 2/26/26, we are pleased to submit the following updated proposal.

The Stock & Olsson Team understands that this project will involve design to accommodate Phases A & B of the Riverpointe Infrastructure Improvements (1/29/2026). The Team has broken the design work into two distinct areas for Phases A & B internal site work (Stock) and the Arena Parkway/South River Road & Friedens Road Intersection work (Olsson). Old South River Road extension to South River Road, including raising the intersection above 100 year B.F.E., traffic signalization, multi-cell box culverts, sanitary sewer extension and utilities extension will be split between both firms.

PHASE A (offsite): REDESIGN INTERSECTION OF ARENA PARKWAY, FRIEDENS ROAD AND SOUTH RIVER ROAD INTERSECTION AT RIVERPOINTE PHASE 2.

I. Right-Of-Way, Topographical Survey, Easement, Property Line Confirmation: (Stock)

1. Field Survey project limits for updated Topographical Conditions. Verify limits of existing Easements. (Stock to order Title Commitments on abutting properties). All public utilities as flagged located by "USIC" will be shown. One (1) foot contours will be generated.

   *Stock to order Title Commitments on all adjoining properties. (Fees will be invoiced as a reimbursable Expense).

II. Conceptual Intersection Design & Traffic Impact Study: (Olsson)

1. Conceptual design of round-a-bout.
2. Conceptual design of Four (4) way intersection. (Traffic Signal)
3. Traffic Impact Study as directed by St. Charles County & City of St. Charles, email dated 2/5/26.

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III. Design Services (Preliminary Design, Final Design and Deliverables): (Olsson)

1. Title sheet with legend, index, and location map

2. Typical section sheet including street details.

3. Reference tie sheet.

4. Plan and profile sheets of mainline and side roads on 22" X 34" sheets with a horizontal scale of 1 inch equal to 20 feet and a vertical scale of 1 inch equal to 5 feet. If additional Easements are needed prepare Easement Exhibits and Legal Descriptions. **(by Stock)**

5. Storm sewer pipe profiles and drainage swale sheets at a horizontal scale of 1 inch equal to 20 feet and a vertical scale of 1 inch equal to 5 feet. Show existing and proposed utilities. Design pavement sections subject to County, City input and SCI, Inc. Geotechnical Investigation.

   We assume pavement jointing and mean and methods for concrete pavement will follow the standards and specifications provided by St. Charles County and/or the City of St. Charles.

6. Hydraulic and design calculations and drainage map to be included in the plans, confirm drainage areas and pipe sizes, coordinate with St. Charles County and City of St. Charles.

7. Cross sections at 50-foot intervals (maximum) plus all breaks in grade, and at street intersection, drawn with a horizontal and vertical scale of 1 inch equal to 5 feet. Show existing and proposed utilities, cross pipes and under drains, Roadway centerline, and Right-of-Way. Show existing and proposed contours (grading) at one ft. (1') intervals, width, and pavement type (show this information on plan sheets also).

8. Utility coordination with all utility companies.

9. Prepare "Project (Job) Special Provisions".

10. Full Traffic Signal & Detection System Design.

11. Street lighting Plan.

12. Traffic Control Plans.

13. Erosion and Sediment Control Plans.

14. Prepare an Engineer's estimate of quantities and costs.

15. Attend meetings with the City of St. Charles and St. Charles County.

PHASE A (on-site): DESIGN OF INTERNAL STREET LAYOUT ALONG W/ STREET DETAILS, STORM SEWER, SANITARY SEWER, WATERMAIN & UTILITIES TO SUPPORT +/- 60 Acre DEVELOPMENT WITHIN RIVERPOINTE PHASE 2:

I. Preliminary Engineering / Preliminary Plat / R.O.W. Dedication Plat: (Stock)

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1. Prior to filing Preliminary Plat, we anticipate meetings with City Staff and Client to review project and determine proper course for filing and processing the Preliminary Plat / R.O.W. Dedication Plat.

2. Perform site inspection and attend pre-design conference with Client, City, and Fire Marshal to discuss Street Layout, Street Radius, Street Width, Stormwater Management, and Traffic Circulation.
3. Prepare Preliminary Plat with site statistical data and coordinate with client and Landscape Architect. We assume Landscape Architect will work directly for the City's selected developer.

4. Design and prepare final grading plan for estimating purposes and coordination with Project Geotechnical Engineer. Develop optimum plan to minimize excavation and balance cut/fill earthwork. Review Geotechnical Investigation.

5. Design and prepare preliminary utility layout for estimating purposes and coordination with outside utility companies.

6. Design and prepare Stormwater Management, and Grading Design. Develop Conceptual Report and Approach for dealing with the City Requirements. Submit report with City of St. Charles for review and concurrence. Based on previous work, we expect the variances covered by Ordinance 22-013 granted for stormwater detention and water quality to still be applicable to this project or City to request variance for areas not covered by Ordinance 22-013.

   In addition, we assume the City will not require a "CLOMR" as part of this project. This is based on past discussions with the City that a "Flood Plain Development Permit" will be issued by the City. The City has indicated that the flood plain adjustments will be documented with a Post-Construction Topographical Survey and LOMR-F application through the City and FEMA.

7. Design and prepare submittal of package for review by client, owner, architect, and City of St. Charles in obtaining approvals.

   In addition, we will coordinate with MDNR regarding the Katy Trail relocation, leveraging our extensive experience from Phase 1.

II. Site Improvement Plans for Internal Street, Sewers & Utilities: (Stock)

1. Prepare final grading plans including estimate of earthwork. Incorporate recommendations from Project Geotechnical Engineer. (Geotechnical Engineer to work for Stock)

2. Prepare the required storm sewer plans, profiles, and computations, including the required drainage area maps (on-site only).

3. Prepare the required gravity sanitary sewer plans and profiles (on-site only).

4. Design of proposed internal street for vertical and horizontal alignment.

5. Compute the horizontal coordinate geometry for exact location of the streets, sewers, and utilities. The basis of design is reflected on the attached Mass Grading Plans dated 9/24/2025.

6. Design and prepare Onsite Stormwater/Management and Erosion Control Plans.

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7. Design and prepare plans for on-site water and sanitary sewer distribution. To be permitted through City & MDNR.

8. Preparation of Technical Specifications relating to Civil Engineering Design. All Specifications will be on the Site Improvement Plans.
9. Local meetings with City for purpose of coordination.

10. Submit the engineering drawings to the following agencies for review and comment:
    a. City of St. Charles
    b. County of St. Charles
    c. All utility companies.
    d. St. Charles Fire Protection District
    e. Missouri Department of Natural Resources
    f. Katy Trail Representatives

11. Coordination with utility companies regarding existing and proposed facilities.

12. Coordinate with Landscape Architect.

13. Processing plans through the required agencies and utilities for approval.

14. Revisions required by agencies for approval.

15. Meetings as necessary with client and agencies in the City of St. Charles.

PHASE B: DESIGN SOUTH RIVER ROAD & OLD SOUTH RIVER ROAD SIGNALIZED INTERSECTION & EXTENSION OF OLD SOUTH RIVER ROAD INCLUDING STORM SEWER, SANITARY SEWER, WATERMAIN AND UTILITIES TO SUPPORT DEVELOPMENT WITHIN RIVERPOINTE PHASES 1 & 3.

I. Topographical Survey, Easement, Property Line Confirmation: (Stock)

1. Field Survey project limits for updated Topographical Conditions. Verify limits of existing Easements. (Stock to order Title Commitment on abutting properties). All public utilities as flagged located by "USIC" will be shown. One (1) foot contours will be generated.

   *Stock to order Title Commitments on all adjoining properties. (Fees will be invoiced as a reimbursable Expense).

II. Conceptual Intersection Design & Traffic Impact Study: (Olsson)

1. Raise intersection above the 100 year B.F.E..

2. Conceptual design of Three (3) way intersection. (Traffic Signal)

3. Traffic Impact Study as directed by St. Charles County & City of St. Charles, email dated 2/26/26. City indicated that previous T.I.S. supports traffic signal at South River Road and Old South River Road.

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III. Design Services (Preliminary Design, Final Design And Deliverables): (Stock for Old River Road extension & multi-cell box culverts, Olsson for Intersection & Traffic Signal Design)

1. Title sheet with legend, index, and location map.

2. Typical section sheet including street details.
3. Reference tie sheet.

4. Plan and profile sheets of mainline and side roads on 22" X 34" sheets with a horizontal scale of 1 inch equal to 20 feet and a vertical scale of 1 inch equal to 5 feet. If additional Easements are needed prepare Easement Exhibits and Legal Descriptions. (by Stock)

5. Storm sewer pipe profiles and multi-cell box culverts sheets at a horizontal scale of 1 inch equal to 20 feet and a vertical scale of 1 inch equal to 5 feet. Show existing and proposed utilities. Design pavement sections subject to County, City input and SCI, Inc. Geotechnical Investigation.

   We assume pavement jointing and mean and methods for concrete pavement will follow the standards and specifications provided by St. Charles County and the City of St. Charles.

6. Hydraulic and design calculations and drainage map to be included in the plans, confirm drainage areas and pipe sizes, coordinate with St. Charles County and/or City of St. Charles.

7. Cross sections at 50-foot intervals (maximum) plus all breaks in grade, and at street intersection, drawn with a horizontal and vertical scale of 1 inch equal to 5 feet. Show existing and proposed utilities, cross pipes and under drains, Roadway centerline, and Right-of-Way. Show existing and proposed contours (grading) at one ft. (1') intervals, width, and pavement type (show this information on plan sheets also).

8. Utility coordination with all utility companies.

9. Prepare "Project (Job) Special Provisions".

10. Full Traffic Signal & Detection Design.

11. Street lighting Plans.

12. Traffic Control Plans.

13. Erosion and Sediment Control Plan.

14. Prepare an Engineer's estimate of quantities and costs.

15. Attend meetings with the City of St. Charles and St. Charles County.

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Item	Fee
Phase A (off-site): Redesign Intersection of Arena Parkway, Friedens Road and South River Road Intersection.	
I. Topographical Survey, Easement, Property & R.O.W. Lines Confirmation: (Stock)	$ 131,900.00
II. Conceptual Intersection Design & Traffic Impact Study: (Olsson)	
III. Design Services (Preliminary Design, Final Design And Deliverables): (Olsson)	$ 363,770.00
Total Fee Phase A (off-site):	$ 495,670.00
Phase A (on-site): Design of Internal Street Layout along w/ Street Details, Storm Sewer, Sanitary Sewer, Watermain & Utilities to Support Development within Riverpointe Phase 2	
I. Preliminary Engineering / Preliminary Plat / R.O.W. Dedication Plat: (Stock)	$ 70,000.00
II. Site Improvement Plans: (Stock)	$ 580,300.00
Total Fee Phase A (on-site:	$ 650,300.00
Phase B: Design South River Road & Old South River Road Signalized Intersection & Extension of Old South River Road Including Multi-Cell Box Culverts, Storm Sewer, Sanitary Sewer, Watermain and Utilities to Support Development within Riverpointe Phases 1 & 3.	
I. Topographical Survey, Easement, Property & R.O.W. Lines Confirmation: (Stock)	$ 129,400.00
II. Conceptual Intersection Design & No Traffic Impact Study (City indicated on 2/26/26 that previous T.I.S. support the installation of a traffic signal): (Olsson)	$ 285,819.00
III. Design Services (Preliminary Design, Final Design And Deliverables): (Stock)	$ 452,500.00
Total Fee Phase B:	$ 867,719.00
SCI, Inc. Geotechnical Services: ($54,782.50 x 1.10) =	$ 60,260.75
Estimated Reimbursables:	$ 30,000.00
Total:	**$ 2,103,949.75**

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SPECIAL CONDITIONS

1. Should any additional services beyond the scope of this contract be required by the Client, fees for those services will be established from the 2026 Schedule of Professional Services.

2. This proposal assumes the following Project Consultants shall work direct for client if required, Landscape Architect, Arborist, Fire Protection Engineer, and M.E.P. Engineers. Stock & Associates shall collaborate and coordinate with all owner Consultants and Team Members.

3. **Clarifications:**
   a. Environmental work assumes a field visit to delineate wetlands, but not archaeological investigations.
   b. The effective model will be provided by SEMA, FEMA, or local authorities and serve as the basis for the evaluation.
   c. Evaluation will be performed using effective model for Crystal Springs Creek. no hydraulic modeling of the Missouri river will be required since the project is located outside of its floodway.
   d. The design will combine Old South River Road and Katy Trail, and City Trail into one structure with two alternatives evaluated.
   e. The effective model will be provided by SEMA, FEMA, or local authorities and serve as the basis for the evaluation.
   f. The model will be one dimensional, steady state, hec-ras model.
   g. A one to two page summary of hydraulic memo will be provided summarizing the findings of the analysis.
   h. Letters of Map Change (LOMC, LOMR, CLOMR) are excluded from this scope of services. If a no-rise alternative is not feasible, a change in scope may be required.
   i. A MoDOT standard reinforce concrete box culvert design is assumed (not a span bridge). A detailed bill of reinforcing is not required. No global stability included.
   j. An individual permit or CE2 level of environmental coordination is not required.
   k. Environmental work is excluded.
   l. Phase A to be bid as Two (2) projects (offsite & onsite).
   m. Phase B to be bid as one project.
   n. City provides boilerplate front-end bid documents and project manual for bidding. Stock & Olsson to complete JSPs and technical specs (if necessary).
   o. City coordinates and handles any mailers, notifications, and coordination of location for public meetings. One combination public meeting for Ph A & B assumed.

4. Invoices for the services rendered will be **submitted monthly on a *"Time & Material"* basis with a "Not to Exceed"**. Payment on invoices is due within 30 days of receipt. Invoices not paid will accrue interest at 1-1/2% per month.

5. CONSTRUCTION STAKING & POST CONSTRUCTION AS-BUILT SURVEY:
   Fees will be determined at time of requested staking. These fees will be based on a 2-man crew with an hourly rate of $215.00/hour plus office calculations @ $195.00/hour.

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EXHIBIT "A"

SCHEDULE OF PROFESSIONAL FEES
AND OTHER RELATED
PROFESSIONAL SERVICES
JANUARY 2026

OFFICE PERSONNEL

CLERK	$ 95.00	PROJECT ENGINEER I	$180.00
ADMINISTRATIVE ASSISTANT	115.00	PROJECT ENGINEER II	185.00
TECHNICIAN I	130.00	PROJECT MANAGER I	200.00
TECHNICIAN II	135.00	PROJECT MANAGER II	205.00
C.A.D. DESIGNER I	145.00	ASSOCIATE	220.00
C.A.D. DESIGNER II	155.00	SENIOR ASSOCIATE	230.00
		PROFESSIONAL LAND SURVEYOR	185.00
		SENIOR PROFESSIONAL LAND SURVEYOR	195.00
		PRINCIPAL	315.00
		EXPERT WITNESS	455.00

FIELD PERSONNEL

FIELD TECHNICIAN	$ 155.00	3-MAN CREW	$ 220.00
FIELD ENGINEER	$ 165.00	2-MAN CREW	$ 215.00
		1-MAN CREW-G.P.S./Robotic	$ 195.00

EXPENSES

MILEAGE	$ 0.75/MILE
SUB-CONTRACTOR	COST + 10%
PRINTS	$ 0.40/SQ.FT
XEROX MYLAR	$ 4.50/SQ.FT
XEROX SCAN/VELLUM	$ 2.50/SHEET

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GENERAL CONDITIONS

Reimbursable Expenses

For the convenience of the Client in expediting the process of the project, reimbursable expenses incurred are paid for by Stock and Associates. These expenses include, but are not limited to such items as blueprinting, variance fees, grading permits, recording fees for easements, record plats, courier fees, non-local telephone and travel expenses. Normally, if an individual item exceeds $100.00, a Client check will be required. Items paid for by Stock and Associates will be billed to the client at cost plus ten percent (10%).

Expenses such as slides, computer services, photocopying, microfilm prints, local telephone, survey materials, etcetera, are included in the fees for professional services as shown.

Should we, for any reason, not be able to substantially complete our services stated herein within one (1) year of this proposal, the fees for the work remaining will increase eight (8) percent.

This proposal may not be assigned or transferred to any other party without written consent from us.

If the above scope of services, fees and conditions are acceptable, please sign one copy and return it to this office. We shall begin work upon receipt of the signed proposal.

Thank you for considering Stock and Associates Consulting Engineers, Inc., we look forward to being able to serve you on this project.

Sincerely,

George M. Stock, P.E.
President

Accepted By: _____

_____
Print Name & Title

_____
Date

CC: Mr. Dan Stock, CFO (dan.stock@stockassoc.com)
Mr. Reid Catt, PE – Senior Team Leader /Transportation (rcatt@olsson.com)
Mr. Jared Rasmussen, PE – Senior Vice President (jrasmussen@olsson.com)
Mr. Tim Stock, Executive VP (tim.stock@stockassoc.com)
Mr. Doug Bruns, PE – VP Engineering (doug.bruns@stockassoc.com)
Mr. Jacob Buening, PE – Senior Associate (jacob.buening@stockassoc.com)
Mr. Josh Barcus, PE – Senior Associate (josh.barcus@stockassoc.com)

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Project Schedule

Assume Notice to Proceed March 23, 2026

ITEM		CALENDAR
A. R.O.W., TOPOGRAPHICAL SURVEYS & GEOTECHNICAL:	- *8 weeks*	3/23/26 –5/18/26
B. CONCEPTUAL DESIGN:	- *8 weeks*	5/18/26 – 7/13/26
- *CITY REVIEW*	- *2 weeks*	7/13/26 – 7/27/26
C. SCHEMATIC DESIGN: (30%)	- *8 weeks*	7/27/26 – 9/21/26
- *CITY REVIEW*	- *2 weeks*	9/21/26 – 10/5/26
D. DESIGN DEVELOPMENT: (60%)	- *8 weeks*	10/5/26 – 11/30/26
- *CITY REVIEW*	- *2 weeks*	11/30/26 – 12/14/26
E. FINAL DESIGN: (90%)	- *8 weeks*	12/14/26 – 2/8/27
- *CITY REVIEW*	- *2 weeks*	2/8/27 – 2/22/27
F. ISSUE FOR CONSTRUCTION:	- *4 weeks*	2/22/27 – 3/22/27
	TOTAL = 52 WEEKS	
	CITY OUTSIDE BID DATE:	03/31/27

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(STOCK) PHASE A (ON-SITE) GENERAL SCOPE OF SERVICES: (ASSOCIATED W/ PHASE 2 ONSITE PLUS LAND SURVEYING FOR ON-SITE & OFF-SITE)										
Description of Work Items / Tasks	Associate	Senior Associate	Senior Associate2	Project Manager I	Project Engineer II	Principal	Prof. Land Surveyor	2-Man Crew	C.A.D. Designer	Total Hours
A.) Survey / Conceptual Plan / Preliminary Plans, Preliminary Plat,Specifications & Estimate: (30%)	120	120	120	80	80	40	160	120	160	1,040
B.) Design Development / Preliminary Plans /Easements Utility Relocation Plan / Specifications & Estimates: (60%) - (Issue to outside agencies for review / comments)	200	120	120	120	120	40	100	80	240	1,180
C.) Issue For Permit Approval Following Addressing Comments from Item B. / Pre-Final Plans Specifications & Estimate: (95%)	200	160	160	160	160	40	80	0	80	1,100
D.) Final Plans & Specifications & Estimating - Issue for Construction: (5%)	80	80	80	100	100	40	80	0	80	640
Total Hours	**600**	**480**	**480**	**460**	**460**	**160**	**420**	**200**	**560**	**3960**
Total Fee Estimate:	**$132,000.00**	**$110,400.00**	**$110,400.00**	**$92,000.00**	**$85,100.00**	**$50,400.00**	**$77,700.00**	**$43,000.00**	**$81,200.00**	**$782,200.00**

Survey Total= $201,900.00

Intersection = $131,900.00

On-Site = $70,000.00

(STOCK) PHASE B (1/29/26) - OLD SOUTH RIVER ROAD EXTENSION, UTILITIES & MULTI-CELL BOX CULVERTS										
Description of Work Items / Tasks	Associate	Senior Associate	Senior Associate2	Project Manager I	Project Engineer II	Principal	Prof. Land Surveyor	2-Man Crew	C.A.D. Designer	Total Hours / Fee Estimate
A.) Survey / Conceptual Plan / Preliminary Plans, Specifications & Estimate: (30%)	80	80	80	60	60	40	120	120	160	800
B.) Design Development / Preliminary Plans /Easements Utilty Relocation Plan / Specifications & Estimates: (60%) - (Issue to outside agencies for review / comments)	120	80	80	80	80	40	80	40	240	840
C.) Issue For Permit Approval Following Addressing Comments from Item B. / Pre-Final Plans Specifications & Estimate: (95%)	240	120	120	120	120	40	0	0	0	760
D.) Final Plans & Specifications & Estimating - Issue for Construction: (5%)	40	80	80	80	80	40	0	0	0	400
Total Hours	480	360	360	340	340	160	200	160	400	2,800
Total Fee Estimate:	**$105,600.00**	**$82,800.00**	**$82,800.00**	**$68,000.00**	**$62,900.00**	**$50,400.00**	**$37,000.00**	**$34,400.00**	**$58,000.00**	**$581,900.00**

Survey Total= $129,400.00

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Olsson 2026 Rates, Manhour Projections & Fee

Docusign Envelope ID: 3EB7EACB-0F93-4B33-8A31-90474B96144E

Engineering Services — Olsson
ESTIMATED COST PLUS FIXED FEE — By: RBC
Riverpointe Phase A & B - Olsson — Date: 2/17/2026

ESTIMATED DIRECT LABOR COSTS			**$202,632.40**
Overhead	174.39%		$353,370.64
Fixed Fee	15.00%		$83,400.46
SubTotal			**$639,403.50**
Facilities Capitol Cost of Money =	0.97%	$	1,965.53
Subtotal (A) =			**$641,369.03**

Subconsultants (B)	% of Job	Fee
N/A	0.00%	$0.00
Subtotal (B) =		$ -

Direct Expenses

Plots	1200 Plots @	$ 0.50	=	$600.00	
Mileage	5200 Miles @	$ 0.725	=	$3,770.00	
Hotel	12 Each @	$ 150.00	=	$1,800.00	
Meals	36 Meals @	$ 20.00	=	$720.00	
Postage	200 Each @	$ 0.50	=	$100.00	
Foam Exhibit Boards	8 Each @	$ 60.00	=	$480.00	
FEMA Model Order	1 LS @	$ 750.00	=	$750.00	
				TOTAL Expenses	**$8,220.00**

ESTIMATED ENGINEERING FEE (Engineering Services) **$649,589.03**

A = 56% × 649,589.03 = 363,770.00
B = 44% × 649,589.03 = 285,819.00
$649,589.00

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MAN-HOUR ESTIMATE - PHASE A - Arena Parkway/South River Road & Friedens Road (6. a-c)												
	Hourly Rate	$93.60	$76.80	$58.00	$48.00	$40.00	$37.00	$50.00				
Task No.	Description of Work Performed	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	Total Hours	Total Labor Cost	Total Cost	
A	**Preliminary Plans (30% Plans) + Concepts + TIS + Environmental**											
	Project Management & Meetings	24	6	6	6				42	$3,343	**$3,343.20**	
	Utility Coord		4	24	8				36	$2,083	**$2,083.20**	
	TIS Study w/ Signal v. Roundabout Comparison	4	24		40	80			148	$7,338	**$7,337.60**	
	Design Criteria, Concept Plans & Estimates	2	6		16	60			84	$3,816	**$3,816.00**	
	Environmental/Historical Review + Section 106	1						90	91	$4,594	**$4,593.60**	
	Public Meeting	4		2	40				46	$2,410	**$2,410.40**	
	Preliminary Design											
	Geometrics & Modeling	4		24		120			148	$6,566	**$6,566.40**	
	Cover Sheet			1		8			9	$378	**$378.00**	
	Typical Sections			1		12			13	$538	**$538.00**	
	General Notes Sheet			1		8			9	$378	**$378.00**	
	Survey control and alignment sheet			1		8			9	$378	**$378.00**	
	Demolition Sheets			1		24			25	$1,018	**$1,018.00**	
	Roadway Plan & Profile Sheets	1		4		24	96		125	$4,838	**$4,837.60**	
	Roadway Cross Sections			4			32		36	$1,416	**$1,416.00**	
	Drainage Analysis	4		40					44	$2,694	**$2,694.40**	
	Traffic Design											
	Signal Prelim Layout	1	4		16		40		61	$2,649	**$2,648.80**	
	Lighting Prelim Layout	1	4		8		16		29	$1,377	**$1,376.80**	
	MOT Initial Phasing	4	4	4			16		28	$1,506	**$1,505.60**	
	Cost Estimates	1		6		16	16		39	$1,674	**$1,673.60**	
	QA/QC	8		8		8			24	$1,533	**$1,532.80**	
		59	52	127	134	368	216	90	1046			**$50,526.00**
B	**Right-of-Way Plans (60%)**											
	PM & Meetings	16	4	4	4				28	$2,229	**$2,228.80**	
	Utility Coordination		2	12	4				18	$1,042	**$1,041.60**	
	Roadway Modeling and Sheet Refinement			4		80	80		164	$6,392	**$6,392.00**	
	Storm Refinement	1		12		24			37	$1,750	**$1,749.60**	
	Traffic Signal Plans		2		8		20		30	$1,278	**$1,277.60**	
	Traffic Control Plans (General Phasing)	2	2				16		20	$933	**$932.80**	
	Lighting Plans	1		2			8		11	$506	**$505.60**	
	Cost Estimates	1		4		12	12		29	$1,250	**$1,249.60**	
	QA/QC	4		4		4			12	$766	**$766.40**	
		25	10	42	16	120	136	0	349			**$16,144.00**

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MAN-HOUR ESTIMATE - PHASE A - Arena Parkway/South River Road & Friedens Road (6. a-c)											
	Hourly Rate	$93.60	$76.80	$58.00	$48.00	$40.00	$37.00	$50.00			
Task No.	Description of Work Items / Tasks										
C	**Final Plans (95%)**										
	PM & Meetings	16	4	4	4				28	$2,229	**$2,228.80**
	Utility Coordination		2	12	4				18	$1,042	**$1,041.60**
	Final Design Plans										
	Final Detailed Modeling			1		120			121	$4,858	**$4,858.00**
	Cover Sheet					1			1	$40	**$40.00**
	Summary of Quantities Sheet			1		16	32		49	$1,882	**$1,882.00**
	Survey control and alignment sheet					1			1	$40	**$40.00**
	Demolition Plan			1		16			17	$698	**$698.00**
	Typical Sections Sheets			1		4			5	$218	**$218.00**
	General Notes Sheets			1		2			3	$138	**$138.00**
	Roadway Plan & Profile Sheets	2		8		12	96		118	$4,683	**$4,683.20**
	ADA Ramp Details			4		24	40		68	$2,672	**$2,672.00**
	Storm Drainage Sheets			1		16	16		33	$1,290	**$1,290.00**
	Detail Sheets			2		8	32		42	$1,620	**$1,620.00**
	Sediment and Erosion Control Sheets			2		8	16		26	$1,028	**$1,028.00**
	Roadway Cross Sections			2		16	40		58	$2,236	**$2,236.00**
	Traffic Signal Plans	1	8		40		80		129	$5,588	**$5,588.00**
	Pavement Marking & Signing	1	4				24		29	$1,288	**$1,288.80**
	Traffic Control Plans	1	4		16		60		81	$3,389	**$3,388.80**
	Lighting Plans			4			24		28	$1,120	**$1,120.00**
	Cost Estimates	1		4		8	8		21	$942	**$941.60**
	Permits - SWPPP			2		40			42	$1,716	**$1,716.00**
		22	22	50	64	292	468	0	918			**$38,716.80**
D	**100% + Bidding**										
	Specifications & Job Special Provisions	1	1	40					42	$2,490	**$2,490.40**
	Final PS&E								0	$0	**$0.00**
	Address Final Roadway Review Comments			2		8	8		18	$732	**$732.00**
	Final Quanitites & Opinion of Cost (100%)	1		4		16	16		37	$1,558	**$1,557.60**
	QA/QC	4		8		24			36	$1,798	**$1,798.40**
	Advertise and Obtain Bids								0	$0	**$0.00**
	Attend Pre-Bid Meeting			1		1			2	$98	**$98.00**
	Answer RFIs	1	2	4		4			11	$639	**$639.20**
	Prepare Addenda	1	2	8		16			27	$1,351	**$1,351.20**
		8	5	67	0	69	24	0	173			**$8,666.80**
	Total Manhours	114	89	286	214	849	844	90	2,486		
	Total Labor	$10,670	$6,835	$16,588	$10,272	$33,960	$31,228	$4,500		$114,054	**$114,053.60**
		4.6%	3.6%	11.5%	8.6%	34.2%	34.0%	3.6%			

MAN-HOUR ESTIMATE - PHASE A - Arena Parkway/South River Road & Friedens Road (6. a-c)									
Task No.	Description of Work Items / Tasks								
A	Preliminary Plans (30%) + Environmental + TIS + Concepts	59	52	127	134	368	216	90	1046
B	Right-of-way Plans (60%)	25	10	42	16	120	136	0	349
C	Final PS&E for Review (95%)	22	22	50	64	292	468	0	918
D	Final PS&E (100%) and Bidding	8	5	67	0	69	24	0	173
E	Construction Administration	0	0	0	0	0	0	0	0
	Total	**114**	**89**	**286**	**214**	**849**	**844**	**90**	**2486**

Notes:

1. **Project management & meetings included in each primary task**
2. **Traffic Impact Study (TIS) and concept designs completed prior to preliminary plans.**
3. **Traffic Signal Design is assumed.**
4. **Environmental work is excluded.**
5. **Concrete jointing plans are not required.**
6. **Structural Engineering & Wall Design (>4') is not required.**
7. **Phase A to be bid as two separate projects (intersection and site improvements).**
8. **City completes boilerplate front-end bid documents and project manual for bidding. Olsson to complete JSPs and technical specs (if necessary).**
9. **City coordinates and handles any mailers, notifications, and coordination of location for public meetings. One combination public meeting for Ph A & B assumed.**

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MAN-HOUR ESTIMATE - PHASE B - South River Road & Old South River Road Ext. (13. a-c)												
	Hourly Rate	$93.60	$76.60	$58.00	$48.00	$40.00	$37.00	$50.00				
Task No.	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
A	**Preliminary Plans (30% Plans) + Environmental**											
	Project Management & Meetings	6	1	1	1				9	$744	**$744.40**	
	Utility Coord		4	6	4				14	$847	**$847.20**	
	Design Criteria	1	4						5	$401	**$400.80**	
	Public Meeting	4		2	24				30	$1,642	**$1,642.40**	
	Preliminary Design											
	H&H Modeling and TS&L Study (Ext. & New)	4	48	140					192	$12,181	**$12,180.80**	
	Geometrics & Modeling	4		16		60			80	$3,702	**$3,702.40**	
	Cover Sheet			1		8			9	$378	**$378.00**	
	Typical Sections			1		8			9	$378	**$378.00**	
	General Notes Sheet			1		4			5	$218	**$218.00**	
	Survey control and alignment sheet			1		8			9	$378	**$378.00**	
	Demolition Sheets			1		16			17	$698	**$698.00**	
	Roadway Plan & Profile Sheets	1		4		12	48		65	$2,582	**$2,581.60**	
	Roadway Cross Sections			4			24		28	$1,120	**$1,120.00**	
	Drainage Analysis	4		24					28	$1,766	**$1,766.40**	
	RCB Layout (1 extension, 1 new)	1	4	32					37	$2,257	**$2,256.80**	
	Traffic Design											
	Signal Prelim Layout	1	4		16		40		61	$2,649	**$2,648.80**	
	Lighting Prelim Layout	1	2		4		16		23	$1,031	**$1,031.20**	
	MOT Initial Phasing	4	4	4			16		28	$1,506	**$1,505.60**	
	Cost Estimates	1		6		16	16		39	$1,674	**$1,673.60**	
	QA/QC	8		8		8			24	$1,533	**$1,532.80**	
		40	71	252	49	140	160	0	712			**$37,684.80**
B	**Right-of-Way Plans (60%)**											
	PM & Meetings	8	2	2	2				14	$1,114	**$1,114.40**	
	Utility Coordination		1	6	4				11	$617	**$616.80**	
	Roadway Modeling and Sheet Refinement			4		40	40		84	$3,312	**$3,312.00**	
	Storm Refinement	1		12		24			37	$1,750	**$1,749.60**	
	Traffic Signal Plans		2		8		20		30	$1,278	**$1,277.60**	
	Traffic Control Plans (General Phasing)	2	2				16		20	$933	**$932.80**	
	Lighting Plans	1		2			8		11	$506	**$505.60**	
	Cost Estimates	1		4		12	12		29	$1,250	**$1,249.60**	
	QA/QC	4		4		4			12	$766	**$766.40**	
		17	7	34	14	80	96	0	248			**$11,524.80**

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MAN-HOUR ESTIMATE - PHASE B - South River Road & Old South River Road Ext. (13											
	Hourly Rate	$93.60	$76.80	$58.00	$48.00	$40.00	$37.00	$50.00			
Task No.	Description of Work Items / Tasks	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	Total Manhours	Total Labor Fee	Subtotal
C	**Final Plans (95%)**										
	PM & Meetings	8	2	2	2				14	$1,114	**$1,114.40**
	Utility Coordination		1	6	4				11	$617	**$616.80**
	Final Design Plans										
	Final Detailed Modeling			1		32			33	$1,338	**$1,338.00**
	Cover Sheet					1			1	$40	**$40.00**
	Summary of Quantities Sheet			1		12	24		37	$1,426	**$1,426.00**
	Survey control and alignment sheet					1			1	$40	**$40.00**
	Demolition Plan			1		8			9	$378	**$378.00**
	Typical Sections Sheets			1		2			3	$138	**$138.00**
	General Notes Sheets			1		2			3	$138	**$138.00**
	Roadway Plan & Profile Sheets	2		8		12	48		70	$2,907	**$2,907.20**
	ADA Ramp Details			4		24	40		68	$2,672	**$2,672.00**
	Storm Drainage Sheets			1		8	16		25	$970	**$970.00**
	Detail Sheets			2		4	16		22	$868	**$868.00**
	Sediment and Erosion Control Sheets			2		4	8		14	$572	**$572.00**
	Roadway Cross Sections			2		8	24		34	$1,324	**$1,324.00**
	RCB Detailing	1	8	40			80		129	$5,988	**$5,988.00**
	Traffic Signal Plans	1	8		40		80		129	$5,588	**$5,588.00**
	Pavement Marking & Signing	1	4				16		21	$993	**$992.80**
	Traffic Control Plans	1	4		16		40		61	$2,649	**$2,648.80**
	Lighting Plans			4			16		20	$824	**$824.00**
	Cost Estimates	1		4		8	8		21	$942	**$941.60**
	Permits - SWPPP			2		40			42	$1,716	**$1,716.00**
		15	27	82	62	166	416	0	768			**$33,241.60**
D	**100% + Bidding**										
	Specifications & Job Special Provisions	1	1	24					26	$1,562	**$1,562.40**
	Final PS&E								0	$0	**$0.00**
	Address Final Roadway Review Comments			2		8	8		18	$732	**$732.00**
	Final Quanitites & Opinion of Cost (100%)	1		4		8	16		29	$1,238	**$1,237.60**
	QA/QC	2		4		12			18	$899	**$899.20**
	Advertise and Obtain Bids								0	$0	**$0.00**
	Attend Pre-Bid Meeting			1		1			2	$98	**$98.00**
	Answer RFIs	1	2	4		4			11	$639	**$639.20**
	Prepare Addenda	1	2	4		12			19	$959	**$959.20**
		6	5	43	0	45	24	0	123			**$6,127.60**
	Total Manhours	78	110	411	125	431	696	0	1,851		
	Total Labor	$7,301	$8,448	$23,838	$6,000	$17,240	$25,752	$0		$88,579	**$88,578.80**
		4.2%	5.9%	22.2%	6.8%	23.3%	37.6%	0.0%			

MAN-HOUR ESTIMATE - PHASE B - South River Ro d & Old South River Road Ext. (13. a-c)									
Task	Description of Work Items / Tasks	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	TOTAL MANHOURS
A	Preliminary Plans (30%) + Environmental + TIS + Con	40	71	252	49	140	160	0	712
B	Right-of-way Plans (60%)	17	7	34	14	80	96	0	248
C	Final PS&E for Review (95%)	15	27	82	62	166	416	0	768
D	Final PS&E (100%) and Bidding	6	5	43	0	45	24	0	123
E	Construction Administration	0	0	0	0	0	0	0	0
	Total	**78**	**110**	**411**	**125**	**431**	**696**	**0**	**1851**

Notes:

1. **Project management & meetings included in each primary task**
2. **Environmental work assumes a field visit to delineate wetlands, but not archaeological investigations.**
3. **Base scenario is to evaluate no-rise solution to elevate river road and old south river road/katy trail above the Missouri river base flood elevation**
4. **The effective model will be provided by SEMA, FEMA, or local authorities and serve as the basis for the evaluation**
5. **Evaluation will be performed using effective model for crystal springs creek. no hydraulic modeling of the Missouri river will be required since the project is located outside of its floodway**
6. **The design will combine old south river road and katy trail into one structure with two alternatives evaluated.**
7. **The effective model will be provided by SEMA, FEMA, or local authorities and serve as the basis for the evaluation**
8. **The model will be one dimensional, steady state, hec-ras model**
9. **A one to two page summary hydraulic memo will be provided summarizing the findings of the analysis.**
10. **Letters of Map Change (LOMC, LOMR, CLOMR) are excluded from this scope of services. If a no-rise alternative is not feasible, a change in scope may be required.**
11. **A MoDOT standard reinforce concrete box culvert design is assumed (not a span bridge). A detailed bill of reinforcing is not required.**
12. **An individual permit or CE2 level of environmental coordination is not required.**
13. **Concrete jointing plans are not required.**
14. **Inventory and load rating will be completed with future amendment.**
15. **Environmental work is excluded.**
16. **Traffic impact Study is excluded.**
17. **Phase B to be bid as one project.**
18. **City provides boilerplate front-end bid documents and project manual for bidding. Olsson to complete JSPs and technical specs (if necessary).**
19. **City coordinates and handles any mailers, notifications, and coordination of location for public meetings. One combination public meeting for Ph A & B assumed.**

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SCI Engineering, Inc. 2026 Rates, Manhour Projections & Fee

Docusign Envelope ID: 3EB7EACB-0F93-4B33-8A31-90474B96144E

SCI ENGINEERING, INC.
130 Point West Boulevard
St. Charles, Missouri 63301
636-949-8200
www.sciengineering.com

Project Name Riverpointe Infrastructure Improvements
SCI Project Number 2026-0239.10
Location St. Charles, Missouri

GEOTECHNICAL SERVICES

Date Prepared: February 17, 2026

Task Item		Sr. Engineer I	Project Engineer I	Staff Engineer	Geologist	GIS/CAD	Sr. Admin	Subtotal	Direct Costs	Total Cost
G1 - Coordination and Field Exploration		1	8	0	36	4	0	49	12,858.50	
G2 - Geotechnical Design Reports		16	41	0	0	9	9	75	3,905.00	
G3 - Meetings		1		1		0	0	2		
TOTAL HOURS		**18**	**49**	**1**	**36**	**13**	**9**	**126**	**16,763.50**	
Billing Rate		**185.00**	**145.00**	**115.00**	**130.00**	**115.00**	**75.00**			
Total Labor Cost		**$3,330.00**	**$7,105.00**	**$115.00**	**$4,680.00**	**$1,495.00**	**$675.00**	**17,400.00**		
TOTAL COST									**Total**	**34,163.50**
Average Rate per Classification	1.0000	$185.00	$145.00	$115.00	$130.00	$115.00	$75.00			

Cost per Task		Sr. Engineer I	Project Engineer I	Staff Engineer	Geologist	GIS/CAD	Sr. Admin	Total Labor per Task	Direct Costs	Total Per Task
G1 - Coordination and Field Exploration		185.00	1,160.00		4,680.00	460.00		6,485.00	12,858.50	19,343.50
G2 - Geotechnical Design Reports		2,960.00	5,945.00			1,035.00	675.00	10,615.00	3,905.00	14,520.00
G3 - Meetings		185.00		115.00				300.00		300.00
TOTALS		**3,330.00**	**7,105.00**	**115.00**	**4,680.00**	**1,495.00**	**675.00**	**17,400.00**	**16,763.50**	**34,163.50**

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SCI ENGINEERING, INC.
130 Point West Boulevard
St. Charles, Missouri 63301
636-949-8200
www.sciengineering.com

Project: Riverpointe Infrastructure Improvements
SCI Project Number: 2026-0239.10 0
Location: St. Charles, Missouri

Geotechnical Direct Costs		# of Units	Rate		Totals
G1- Field Exploration					
	14 Soil Test Borings with SPTs (180 feet of drilling) Midwest Drilling	1	$8,410.50	$	8,410.50
	Traffic Control - two days anticipated (Tramar)	2	$ 2,200.00	$	4,400.00
	Mileage	60	$0.8000	$	48.00
				Subtotal	$12,858.50
G2-Laboratory Testing					
	Moisture Contents	93	$ 15.00	$	1,395.00
	Atterberg Limits	10	$ 89.00	$	890.00
	Percent Finer than #200 Sieve Analysis	6	$ 70.00	$	420.00
	Unconfined Compression Test (Soil - Undisturbed)	10	$ 120.00	$	1,200.00
				Subtotal	$3,905.00

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SCI ENGINEERING, INC.
130 Point West Boulevard
St. Charles, Missouri 63301
636-949-8200
www.sciengineering.com

Project Name Riverpointe Infrastructure Improvements
SCI Project Number 2026-0239.G0
Location St. Charles, Missouri

GEOPHYSICAL SERVICES

Date Prepared: February 17, 2026

Task Item		Sr. Engineer I	Project Engineer I	Staff Engineer	Senior Geophysicist	GIS/CAD	Sr. Admin	Subtotal	Direct Costs	Total Cost
GP1 - Coordination and PM		1	2	1	6	0	1	11		
GP2 - Utility Mapping Survey		0	24	24	0	0	0	48	8,424.00	
GP3 - Deliverables and Meetings		1	2	0		3	2	8		
TOTAL HOURS		**2**	**28**	**25**	**6**	**3**	**3**	**67**	**8,424.00**	
Billing Rate		**185.00**	**145.00**	**115.00**	**200.00**	**115.00**	**75.00**			
Total Labor Cost		**$370.00**	**$4,060.00**	**$2,875.00**	**$1,200.00**	**$345.00**	**$225.00**	**9,075.00**		
TOTAL COST									**Total**	**17,499.00**
Average Rate per Classification	1.0000	$185.00	$145.00	$115.00	$200.00	$115.00	$75.00			

Cost per Task		Sr. Engineer I	Project Engineer I	Staff Engineer	Senior Geophysicist	GIS/CAD	Sr. Admin	Total Labor per Task	Direct Costs	Total Per Task
GP1 - Coordination and PM		185.00	290.00	115.00	1,200.00		75.00	1,865.00	0.00	1,865.00
GP2 - Utility Mapping Survey			3,480.00	2,760.00				6,240.00	8,424.00	14,664.00
GP3 - Deliverables and Meetings		185.00	290.00			345.00	150.00	970.00		970.00
TOTALS		**370.00**	**4,060.00**	**2,875.00**	**1,200.00**	**345.00**	**225.00**	**9,075.00**	**8,424.00**	**17,499.00**

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130 Point West Boulevard
St. Charles, Missouri 63301
636-949-8200
www.sciengineering.com

Project: Riverpointe Infrastructure Improvements
SCI Project Number: 2026-0239.10
Location: St. Charles, Missouri

0

Geophysical Direct Costs	# of Units	Rate	Totals
GP2- Subsurface Utility Mapping Survey			

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130 Point West Boulevard
St. Charles, Missouri 63301
636-949-8200
www.sciengineering.com

Project Name Riverpointe Infrastructure Improvements
SCI Project Number 2026-0239.30, .31, .3B
Location St. Charles, Missouri

NATURAL RESOURCE SERVICES

Date Prepared: February 17, 2026

Task Item		Sr. Project Scientist I	Project Scientist I	Staff Scientist	Field Scientist I	GIS/CAD	Sr. Admin	Subtotal	Direct Costs	Total Cost
Section 404/401 Permitting Coordination		4	14	0	0	0	2	20	0.00	
									0.00	
									0.00	
						0	0	0		
TOTAL HOURS		**4**	**14**	**0**		**0**	**2**	**20**	**0.00**	
Billing Rate		**235.00**	**145.00**	**115.00**	**130.00**	**115.00**	**75.00**			
Total Labor Cost		**$940.00**	**$2,030.00**	**$0.00**	**$0.00**	**$0.00**	**$150.00**	**3,120.00**		
TOTAL COST									**Total**	**3,120.00**
Average Rate per Classification	1.0000	$235.00	$145.00	$0.00	$0.00	$0.00	$75.00			

Cost per Task		Sr. Project Scientist I	Project Scientist I	Staff Scientist	Field Scientist I	GIS/CAD	Sr. Admin	Total Labor per Task	Direct Costs	Total Per Task
Section 404/401 Permitting Coordination		940.00	2,030.00				150.00	3,120.00	0.00	3,120.00
0								0.00	0.00	0.00
0								0.00	0.00	0.00
0								0.00		0.00
TOTALS		**940.00**	**2,030.00**	**0.00**	**0.00**	**0.00**	**150.00**	**3,120.00**	**0.00**	**3,120.00**

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SCI ENGINEERING, INC.
130 Point West Boulevard
St. Charles, Missouri 63301
636-949-8200
www.sciengineering.com

Project: Riverpointe Infrastructure Improvements
SCI Project Number: 2026-0239.30, .31, .3B
Location: St. Charles, Missouri

Natural Resources Direct Costs	# of Units	Rate	Totals
Field Exploration			
			$ -
			$ -
Mileage	0	$0.8000	$ -
		Subtotal	$0.00
Laboratory Testing			
			$ -
			$ -
			$ -
			$ -
		Subtotal	$0.00
Additional Services			
			$ -
		Subtotal Direct Costs	$0.00

Docusign Envelope ID: 3EB7EACB-0F93-4B33-8A31-90474B96144E

Please note that services associated with any tasks not under the Section 404 Permit for this project, including a wetland and waterbody delineation, impact assessment, and assistance with Section 404/401 permitting process, are not included within our current scope of services. If these services are deemed necessary, a supplemental proposal can be provided at that time.

COST AND SCHEDULE

We will provide these services on an hourly basis in accordance with the attached *Labor Hour Estimates*, and *Direct Cost Summaries*, with not-to-exceed fees detailed in Table 2. Separate correspondence will be issued for each of the itemized tasks. Recommendations for further investigations or remediation, if necessary, will be included with the reports. Please contact us if you have specific dates that our reports are needed.

Table 2 – Services, Fees, and Timeframes

Service	Not To Exceed Fee ($)	Estimated Timeframe
Geotechnical Subsurface Investigation, Analysis, and Three Reports	34.163.50	Drilling within three weeks after authorization and property access Three days of drilling anticipated Preliminary findings within one week after completion of fieldwork Submittal of the first report approximately four weeks after drilling. Report two, one to two weeks later, and report three one to two weeks following report two.[1]
Geophysical Subsurface Utility Mapping Survey, with Traffic Control (3 days estimated)	17,499.00	Within two to three weeks after authorization and property access, and prior to drilling.
Natural Resource Services Section 404/401 Permitting Coordination	3,120.00	As needed during project planning

[1]Assumes that grading plans and design information for all three improvement areas are provided during fieldwork

54,782.50 × 1.10 = 60,260.75

Our estimated schedules assume our personnel will be allowed access to the site within five working days from formal authorization.

Conditions and Considerations

- The above fee is based on a maximum of 375 feet of soil drilling. No costs associated with union labor or permits are included in this proposal.

- This proposal assumes that you will provide site access authorization, including access to the proposed boring locations for a conventional, rubber-tired, all-terrain mounted, drill rig. No clearing, grading, or other removal of site obstacles, has been included in this proposal. It also assumes that you will provide marked locations of privately owned, below-grade, utility lines within the project area, prior to mobilization of the drill rig.

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SCI ENGINEERING, INC.
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GEOTECHNICAL
ENVIRONMENTAL
NATURAL RESOURCES
CULTURAL RESOURCES
CONSTRUCTION SERVICES

February 17, 2026

George Stock, PE
Stock & Associates Consulting Engineers
257 Chesterfield Business Parkway
Chesterfield, Missouri 63005

RE: Revised Consulting Services Proposal
Riverpointe Infrastructure Improvements
St. Charles, Missouri
SCI No. 2026-0239.10, .G0, .30

Dear George Stock:

At your request, SCI Engineering, Inc. (SCI) is providing this revised proposal for a Geotechnical Report, Subsurface Utility Survey, and Natural Resource Services for the referenced project.

PROJECT DESCRIPTION

Roadway improvements are planned for multiples phases of the Riverpointe Infrastructure Project in St. Charles, Missouri. The project area is bounded by South River Road between Family Arena to the southwest and Interstate 70 to the northeast and the Missouri River slough to the east. We understand that the following improvements are planned:

1. Replacement of the intersection between South River Road and Friedens Road. The intersection will be raised out of the floodplain and replaced with either a four-way intersection or roundabout.
2. A new roadway for the 60-acre Phase 2 development site located southwest of the intersection of South River Road and Friedens Road.
3. Replacement of the intersection of Old South River Road and South River Road. The intersection will be raised out of the floodplain and will require new culverts where it intersects the Katy Trail and Crystal Springs Creek.

Design plans for the three improvement areas are not available at this time.

SCOPE OF SERVICES

Geotechnical

We will explore the site by drilling soil test borings at the locations and depths shown in Table 1.

Traffic control will be required to access the borings for Improvements 1 and 3 listed above. We have included up to two days of traffic control in our scope. We have assumed that all the borings can be accessed in a single mobilization, and that property access will be provided by others.

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Table 1 – Exploration Summary

Location	Number of Borings	Planned Depths (feet)	Total Soil Drilling (feet)
South River Road and Friedens Road	3	15	45
Phase 2 Roadway	6	30	180
Old South River Road and South River Road	5	30	150
Total	**14**	--	**375**

We will locate the test locations in the field using a handheld global positioning system and interpolate surface elevations at the test locations using the most recent topographic plan made available to us. If more accurate data are required, we recommend that you retain the project surveyor to stake the test locations and provide surface elevations.

One boring for the culverts is planned near the bottom of the creek. To avoid the need for an excavator to provide access, this boring will be drilled at the top of the creek bank adjacent to the planned culvert.

The borings will be sampled with SPTs at 2½-foot intervals in the upper 10 feet and at 5-foot intervals thereafter. Relatively undisturbed Shelby tube samples will be obtained at selected locations in lieu of the SPTs. The boreholes will be backfilled with soil cuttings and the pavement patched where necessary. An SCI geologist will log the borings and direct sampling.

Upon completion of the field exploration, the samples will be transported to our laboratory for classification and characterization. We will measure the moisture content of each cohesive sample. Hand penetrometer values, which provide an indication of strength, will be obtained for each apparently intact cohesive sample. Atterberg limits and grain-size analysis tests will be performed on selected samples to aid in classification and assess the volume change characteristics of the subgrade soils. Natural density tests, and/or unconfined compression tests to provide additional strength information will be performed on selected Shelby tube samples.

Our findings and recommendations, along with supporting data, will be presented in three separate formal reports for Improvements 1 through 3 as described in the *Project Description*, which will address each of the following:

- Allowable bearing pressures for culverts;
- Shrink/swell potential of subgrade soils;
- Estimated settlement of fill areas and culverts;
- Pavement design recommendations, based on local experience and general soil types encountered;
- Lateral earth pressures for the design of below-grade and minor retaining walls;
- General location, description, and disposition of existing fill materials, if encountered;
- Influence of groundwater and/or bedrock, if encountered, on design and construction;

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- Structural fill considerations, including the suitability of on-site soils for use and engineering criteria for placement; and

- Site development and geotechnical construction recommendations.

Geophysical

Subsurface Utility Mapping Survey

We propose to conduct the subsurface utility mapping survey within the area approximately 2.7 acres in size, shown on the attached *Proposed Utility Survey Area*, as follows:

- Review available information on utilities, such as utility maps, drawings, etc.

- Make a Missouri One-Call (811) request to mark public utilities (if any present) within the survey area.

- Coordinate traffic control. Traffic control will be required for the subsurface utility survey, and will be provided by a subcontractor (Tramar). We assume an 8-hour portal-to-portal workday, including standby time, safety orientation or on-site training, if required.

- Mobilize a subsurface utility crew, a ground-penetrating radar (GPR), a radio frequency (RF) utility locator, a global positioning system (GPS) unit and support equipment to the site.

- Map and designate underground utilities (per available information on existing utilities) within the survey areas. The crew will also attempt to locate and mark unknown or abandoned utilities. Fieldwork is anticipated to be complete within three working days, weather permitting.

- Mark utilities in the field with spray paint and/or survey flags using the uniform color-coding system. Suspected utilities of unknown type will be marked in pink.

- Record the locations of the interpreted private and public utilities with a GPS unit and generate a map showing their approximate locations. The maximum horizontal accuracy is expected to be approximately 0.2 feet (0.06 meters); however, it will depend on the site and weather conditions. We recommend that you have the field markings surveyed and provide the coordinates to SCI if a higher degree of accuracy is desired.

- Provide a map in a PDF format and a digital drawing (i.e., CAD format) with designated utilities and their approximate locations, and depths (where applicable).

Natural Resource Services

Section 404/401 Permitting Coordination

Based on recent comments received by the City of St. Charles, a Section 404 Permit has previously been received for the proposed impacts to wetlands and waterbodies associated with the site. However, SCI understands that further coordination and discussions with the U.S. Army Corps of Engineers (USACE) may be required during the development of this project. Therefore, SCI will provide coordination with the USACE if further questions or clarification is required for the previous Section 404 permit issued for the project.

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SCI ENGINEERING, INC.
650 Pierce Boulevard
O'Fallon, Illinois 62269
618-624-6969
www.sciengineering.com

Proposed Utility Survey Area



The red polygon depicts the approximate location of the utility mapping area that is approximately 2.7 acres in size.

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Important Information about This

Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected.* During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final,* because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation*

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is an offer to better manage your risk. Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk "Catch-22" situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report's recommendations when another firm performs the services needed to evaluate the recommendations' adequacy.* The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project's geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project ***is not*** a mold prevention consultant; ***none of the services being offered have been designed or proposed for the purpose of mold prevention.***

Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members' misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by having your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members' plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

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Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal's provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Rely on Your Geotechnical Engineer for Additional Assistance

Membership in the Geoprofessional Business Association (GBA) exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with a GBA-member geotechnical engineer for more information. Confirm a firm's membership in GBA by contacting GBA directly or at its website.

GEOPROFESSIONAL BUSINESS ASSOCIATION

8811 Colesville Road/Suite G106, Silver Spring, MD 20910
Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@geoprofessional.org www.geoprofessional.org

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PHASE A (OFF-SITE)

SOUTH RIVER ROAD, FRIEDENS ROAD & ARENA PARKWAY

(OLSSON)

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George M. Stock

From: James Gillam <James.Gillam@stcharlescitymo.gov>
Sent: Thursday, February 5, 2026 6:33 PM
To: George M. Stock; Catt Reid
Cc: Daniel Mann
Subject: Riverpointe TIS

EXTERNAL

Reid,
Dan and I were talking about the level of detail for the TIS and we are just looking for a high level evaluation.
The evaluation should include:

1. Number of lanes for each street, each direction.
2. Warrant analysis for right and left turn lanes using MoDOT EPG guidelines.
3. Number of lanes entering/exiting development, which may then reduce to one in each direction beyond the traffic signal area.

Let me know if you need any additional information.
Thanks,
Jim

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January 29, 2026

Riverpointe Infrastructure Improvements

Agenda

1. Introductions
2. Riverpointe Overview
3. Governor's Cost Share Grant Funding
    a. Monies available approximately $4,000,000
    b. Subject to annual appropriation, no monies for design
    c. Billing of services based on grants received
4. County Road Board Funding
    a. Monies available approximately $5,000,000
    b. Monies available for design
5. Project Scope Phase A
6. Arena Parkway/Friedens Road/South River Road
    a. Utilities
    b. Configuration
    c. Raise intersection above 500-year BFE, originally 100-year BFE
    d. Stormwater sewers (pass through and local)
7. Interior site roads for 60 acre site
    a. Multi-family development
8. Katy Trail relocation to the east of development and MoDNR License
9. City of Saint Charles Trail to the west of the development and MoDNR License

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10. Addition of geotechnical engineer to project
11. Project Scope Phase B
12. Extension of Old South River Road
    a. Culvert at Crystal Spring Creek for Old South River Road and Katy Trail
    b. Parallel parking on both sides of new Old South River Road
13. South River Road
    a. Elevate South River Road above 100-year BFE south past intersection of Old South River Road
    b. Traffic Signal at intersection with Old South River Road
    c. Extension of Crystal Spring Creek culvert under South River Road
    d. Lower Crystal Springs Creek at sanitary sewer aerial crossing
    e. Extension of water service to Riverpointe pumping station
14. Katy Trail relocation and MoDNR License
15. Contract attachments (previously sent)
16. Capacity to perform Project Scopes A and B
    a. First priority is Scope A

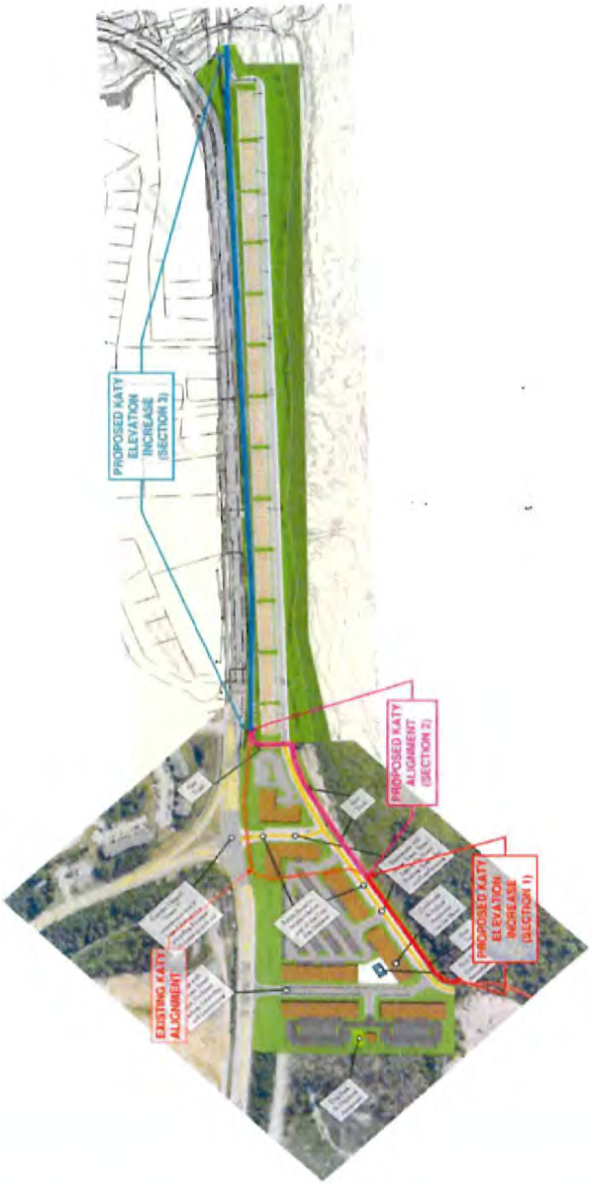
Status of design for extension of 3-60" stormwater sewers to the Missouri River slough including input from developer for final alignment

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CITY OF SAINT CHARLES
EST 1809
MISSOURI

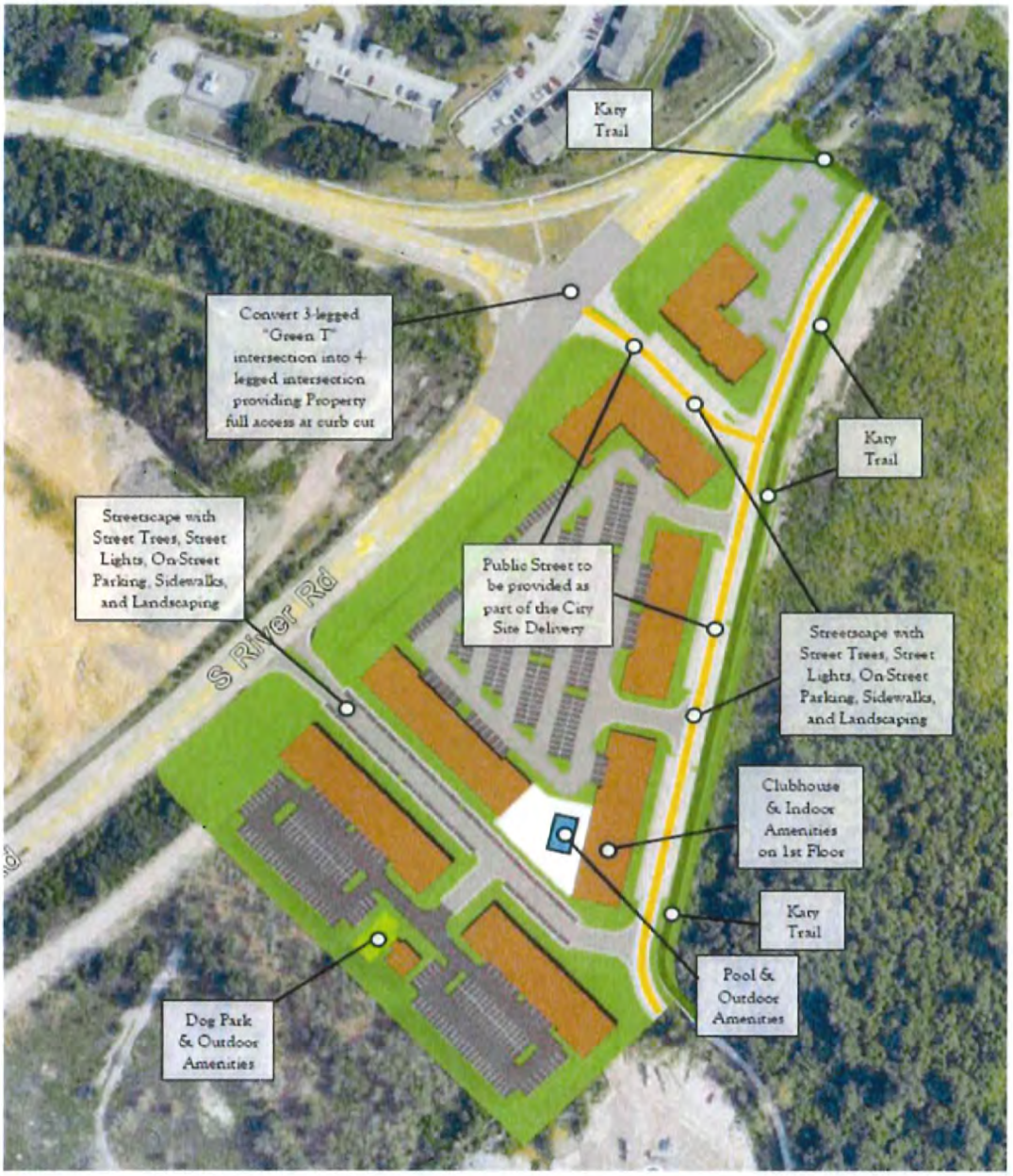
ENGINEERING DEPARTMENT

www.stcharlescitymo.gov

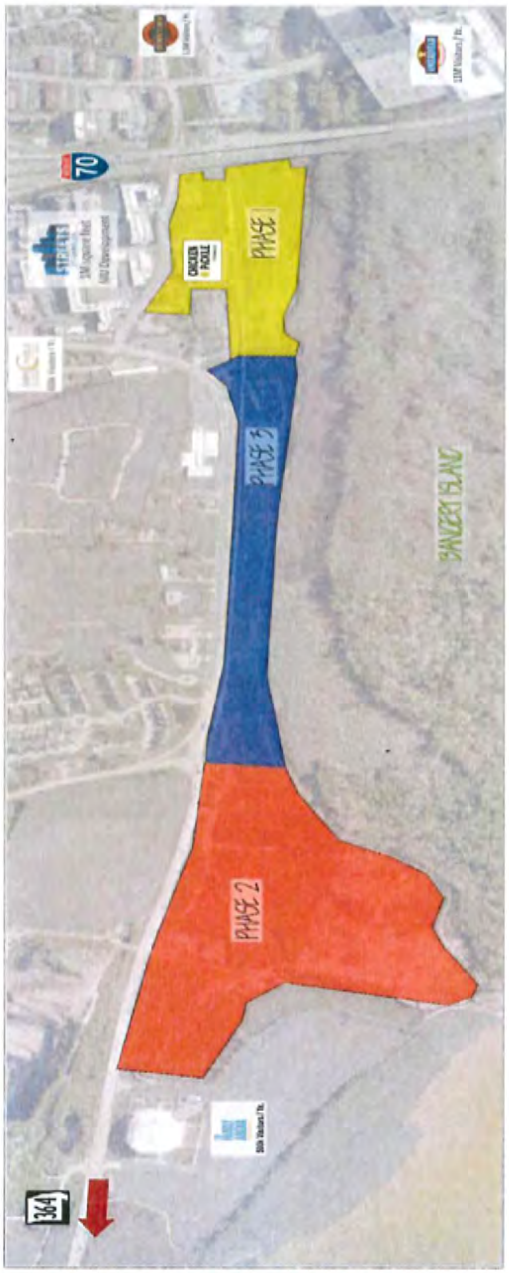


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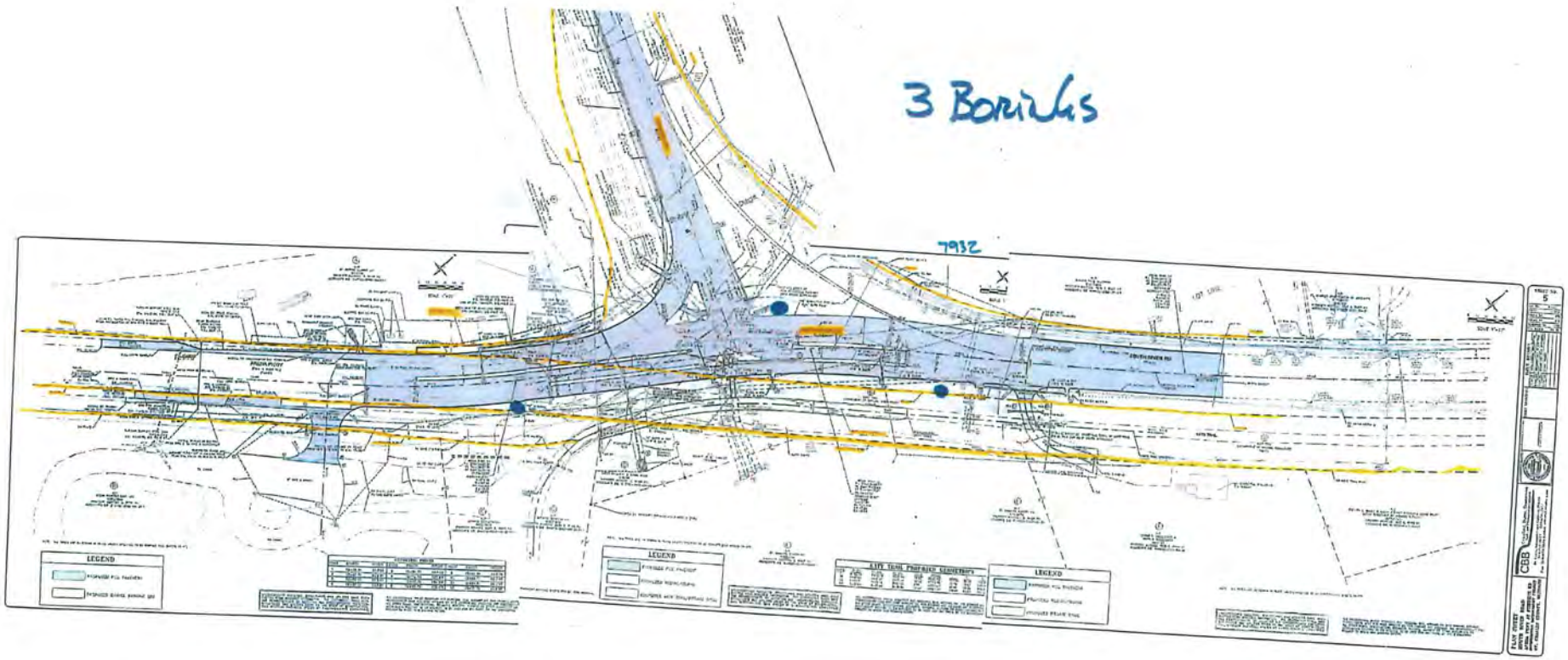
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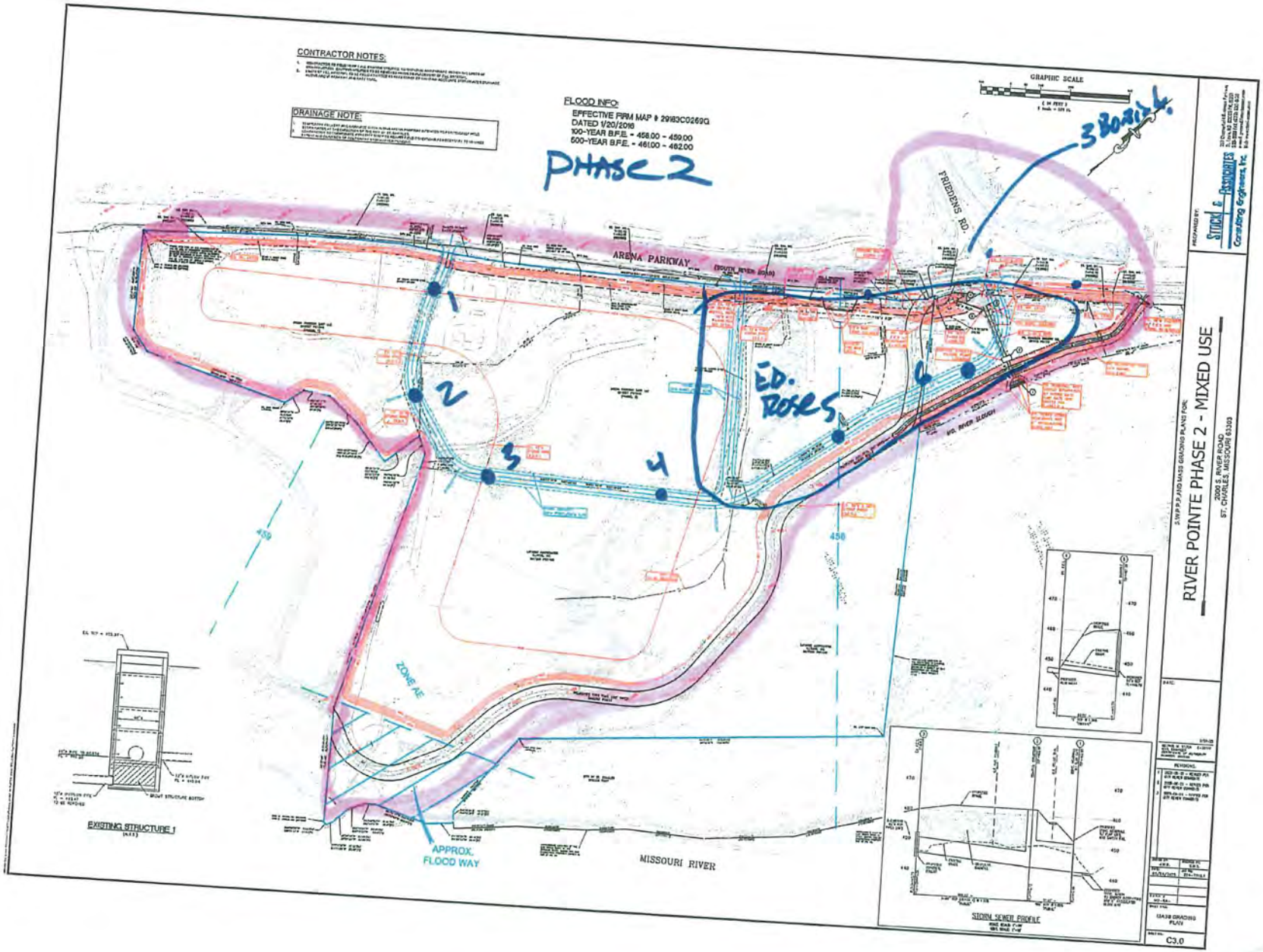
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PHASE A (ON-SITE)

60 ACRES – INTERNAL STREETS, SEWERS, & UTILITIES

(STOCK)

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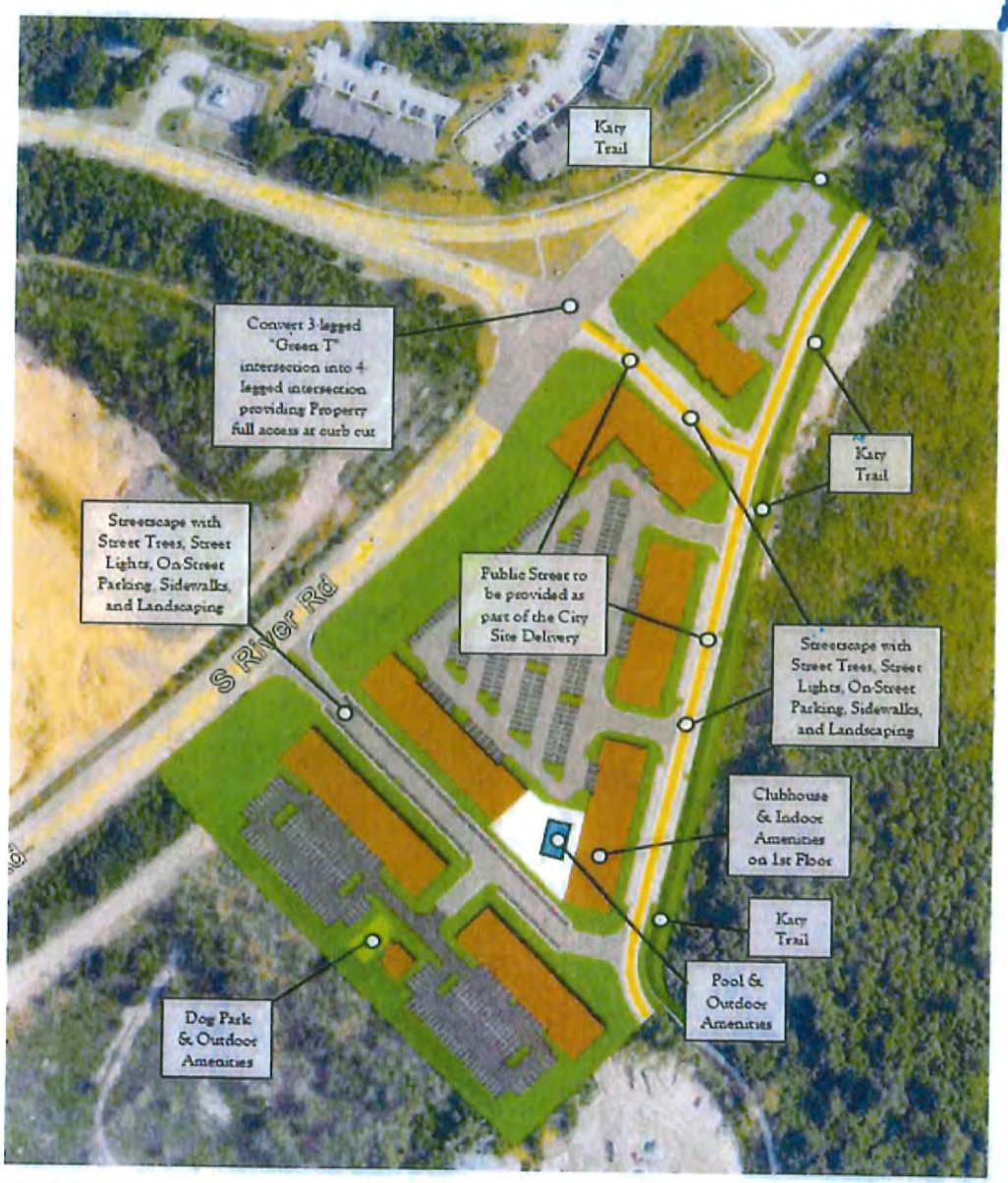
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CITY OF SAINT CHARLES
EST 1809
MISSOURI

ENGINEERING DEPARTMENT

www.stcharlescitymo.gov

Edward Rose - Multi family



200 North Second Street • Saint Charles, MO 63301 • (636) 949-3200

Docusign Envelope ID: 3EB7EACB-0F93-4B33-8A31-90474B96144E

PHASE B

SOUTH RIVER ROAD & OLD SOUTH RIVER ROAD EXTENSION & INTERSECTION

(STOCK / OLSSON)

Docusign Envelope ID: 3EB7EACB-0F93-4B33-8A31-90474B96144E

January 29, 2026

Riverpointe Infrastructure Improvements

Agenda

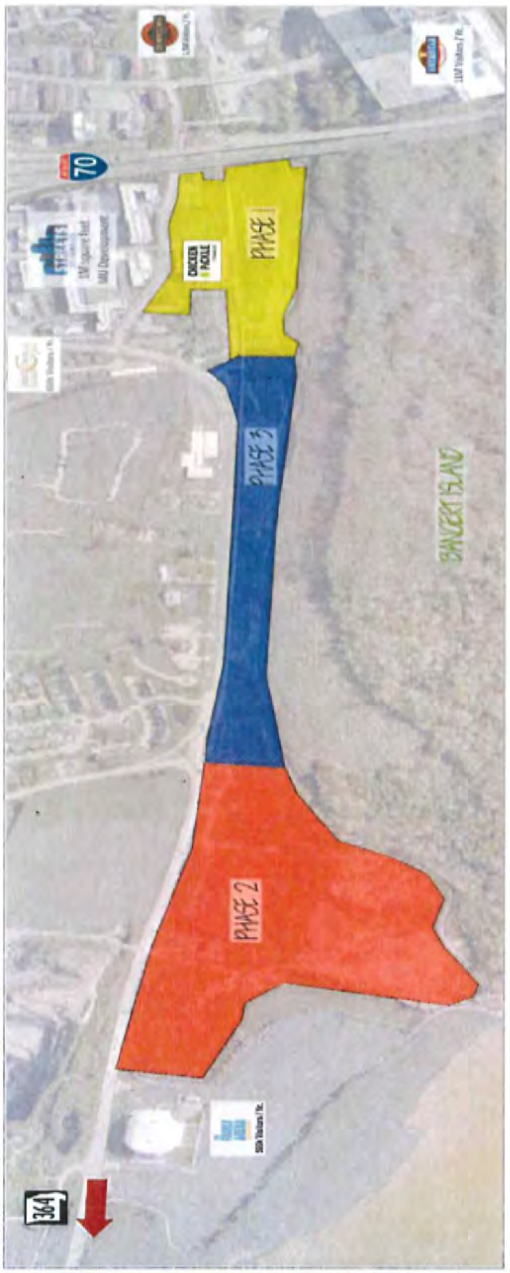
1. Introductions
2. Riverpointe Overview
3. Governor's Cost Share Grant Funding
    a. Monies available approximately $4,000,000
    b. Subject to annual appropriation, no monies for design
    c. Billing of services based on grants received
4. County Road Board Funding
    a. Monies available approximately $5,000,000
    b. Monies available for design
5. Project Scope Phase A
6. Arena Parkway/Friedens Road/South River Road
    a. Utilities
    b. Configuration
    c. Raise intersection above 500-year BFE, originally 100-year BFE
    d. Stormwater sewers (pass through and local)
7. Interior site roads for 60 acre site
    a. Multi-family development
8. Katy Trail relocation to the east of development and MoDNR License
9. City of Saint Charles Trail to the west of the development and MoDNR License

Docusign Envelope ID: 3EB7EACB-0F93-4B33-8A31-90474B96144E

10. Addition of geotechnical engineer to project
11. Project Scope Phase B
12. Extension of Old South River Road
    a. Culvert at Crystal Spring Creek for Old South River Road and Katy Trail
    b. Parallel parking on both sides of new Old South River Road
13. South River Road
    a. Elevate South River Road above 100-year BFE south past intersection of Old South River Road
    b. Traffic Signal at intersection with Old South River Road
    c. Extension of Crystal Spring Creek culvert under South River Road
    d. Lower Crystal Springs Creek at sanitary sewer aerial crossing
    e. Extension of water service to Riverpointe pumping station
14. Katy Trail relocation and MoDNR License
15. Contract attachments (previously sent)
16. Capacity to perform Project Scopes A and B
    a. First priority is Scope A

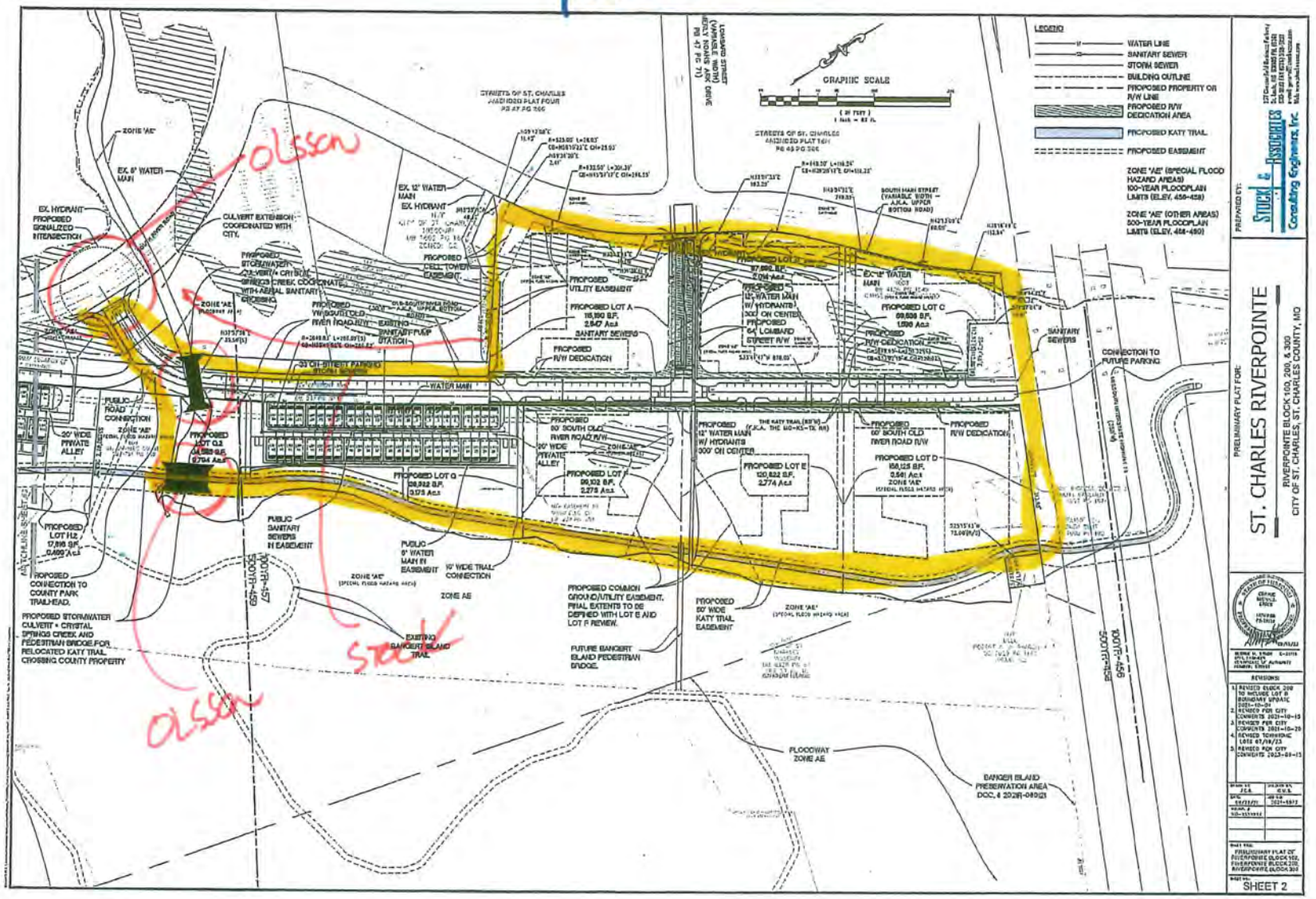
Status of design for extension of 3-60" stormwater sewers to the Missouri River slough including input from developer for final alignment

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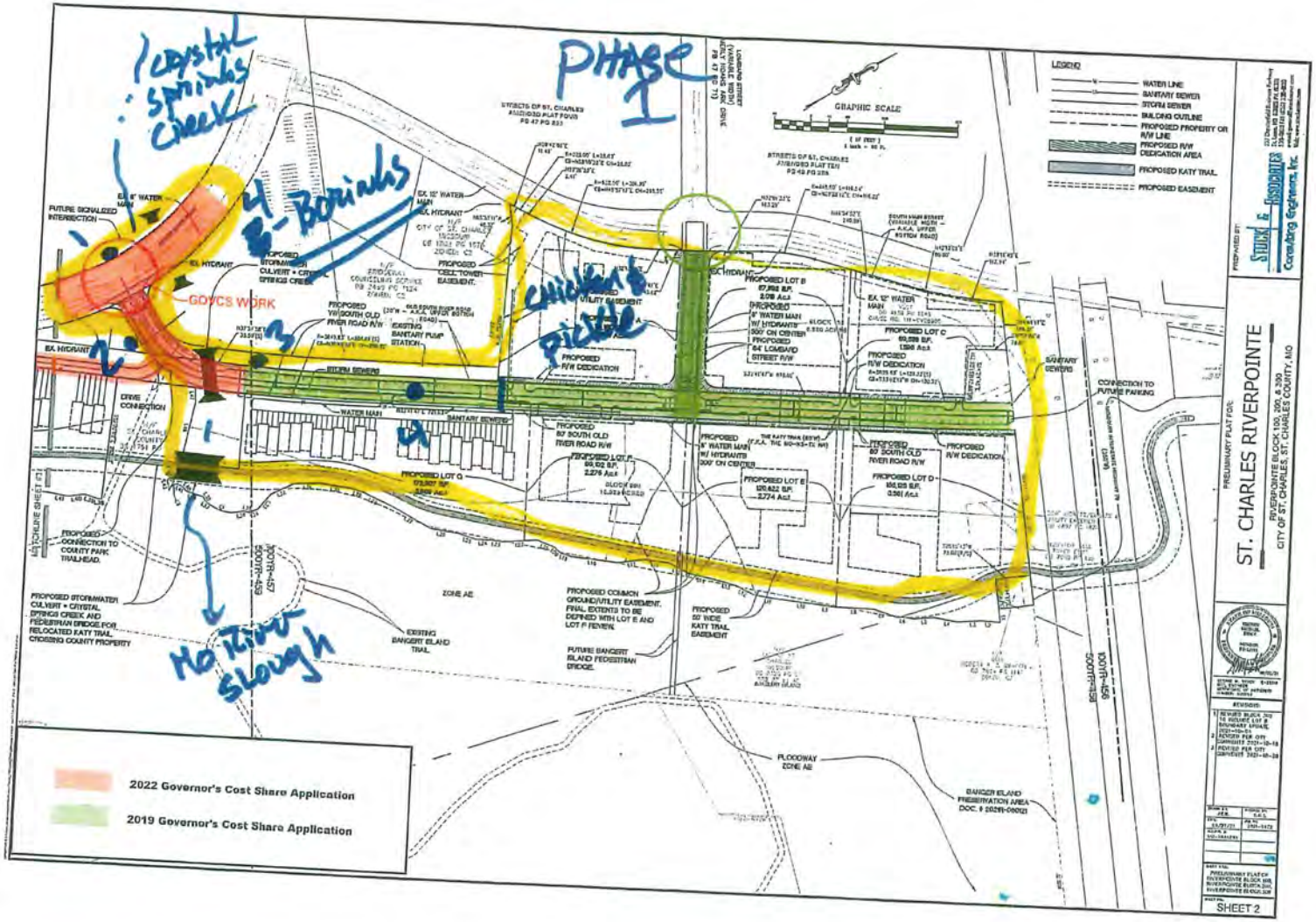


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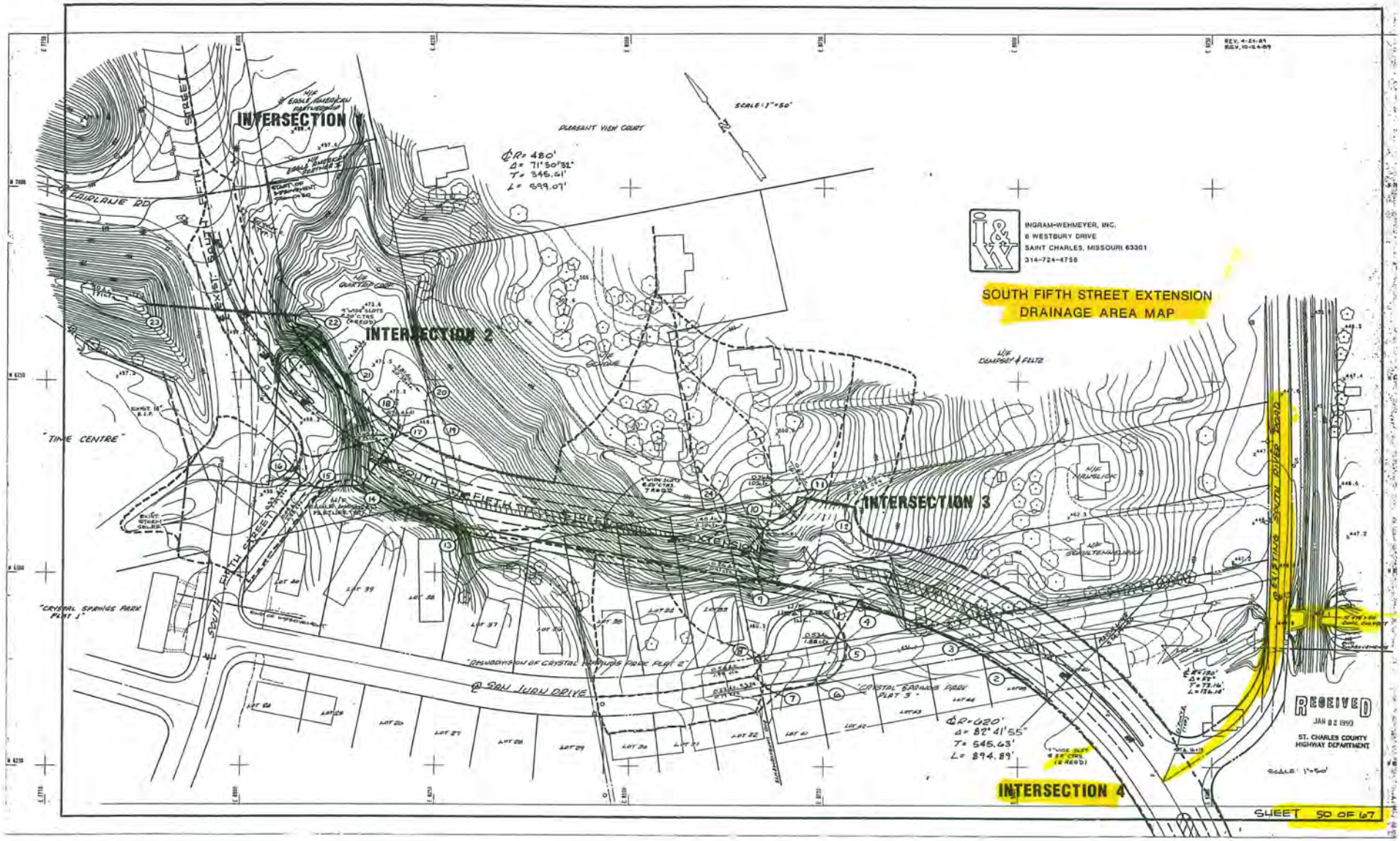
PHASE 1



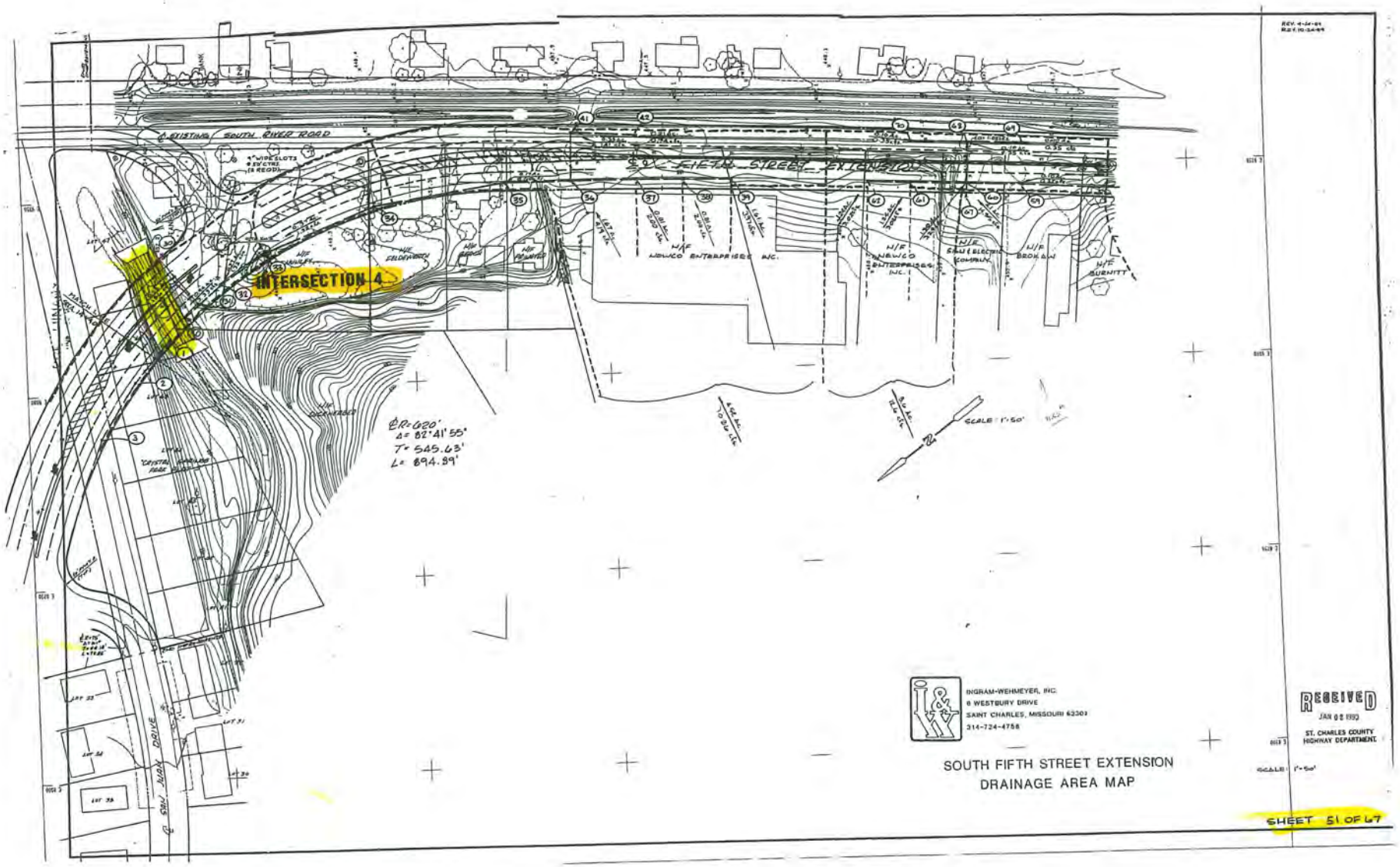
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Docusign Envelope ID: 3EB7EACB-0F93-4B33-8A31-90474B96144E



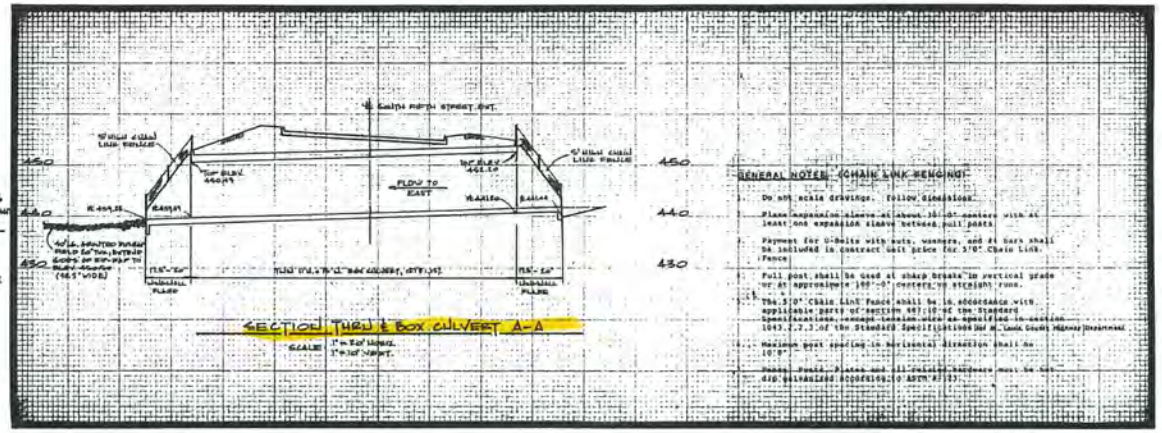
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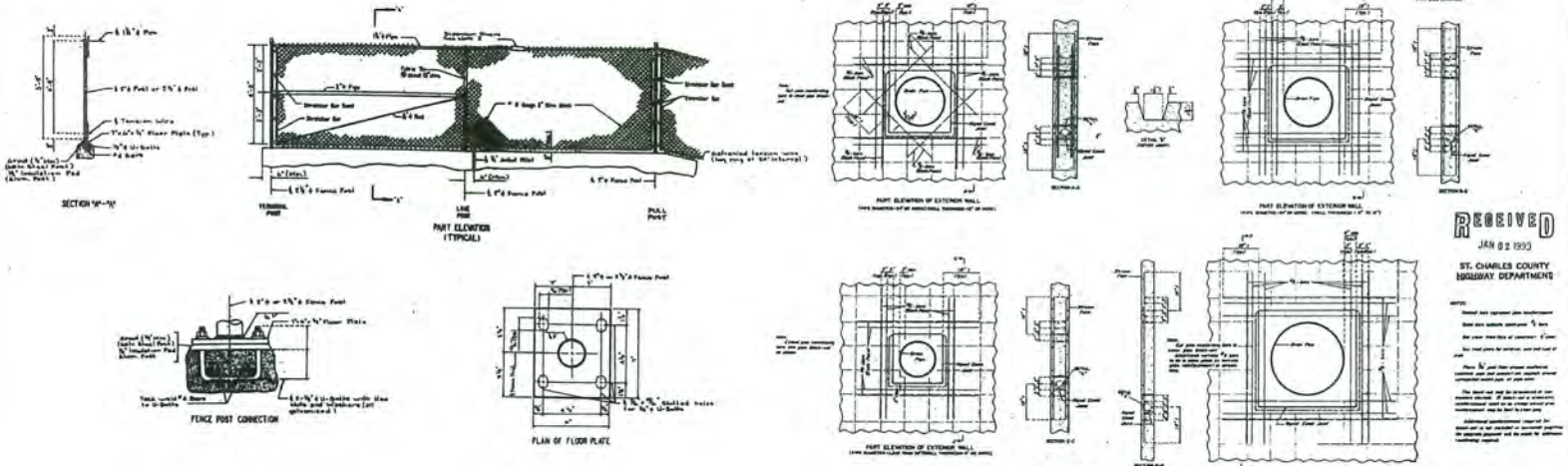
RIP-RAP AT CULVERT DISCHARGE TO HAVE FOLLOWING GRADATIONS

SIZE OF STONES (FT)	% OF TOTAL WEIGHT SMALLER THAN THIS GIVEN SIZE
1.0' (300 lbs)	100 %
0.75' (150 lbs)	80 %
0.25' (40 lbs)	50 %
0.08' (5 lbs)	10% to exceed 10%



GENERAL NOTES: CHAIN LINK FENCING

1. Do not scale drawings. Follow dimensions.
2. Place expansion sleeve at about 30'-0" centers with at least one expansion sleeve between pull posts.
3. Payment for U-Bolts with nuts, washers, and #1 bars shall be included in contract unit price for 5'0" Chain Link Fence.
4. Pull post shall be used at sharp breaks in vertical grade or at approximately 300'-0" centers, on straight runs.
5. The 5'0" Chain Link Fence shall be in accordance with applicable parts of section 607.10 of the Standard Specifications, except tension wire as specified in section 1043.2.2.3 of the Standard Specifications 1988 Mo. State Roads Highway Department.
6. Maximum post spacing in horizontal direction shall be 10'0".
7. Posts, Posts, Rails and all related hardware must be hot-dip galvanized according to ASTM A 123.



RECEIVED
JAN 02 1990
ST. CHARLES COUNTY HIGHWAY DEPARTMENT

CONCRETE BOX STRUCTURE PIPE INLET
Ref: MHTC Dwg. No. 703.60C

INGRAM-WEHMEYER, INC.
6 WESTBURY DRIVE
SAINT CHARLES, MISSOURI 63301
314-724-4758

REVISIONS
4/24/89 REV.
10/24/89 REV.

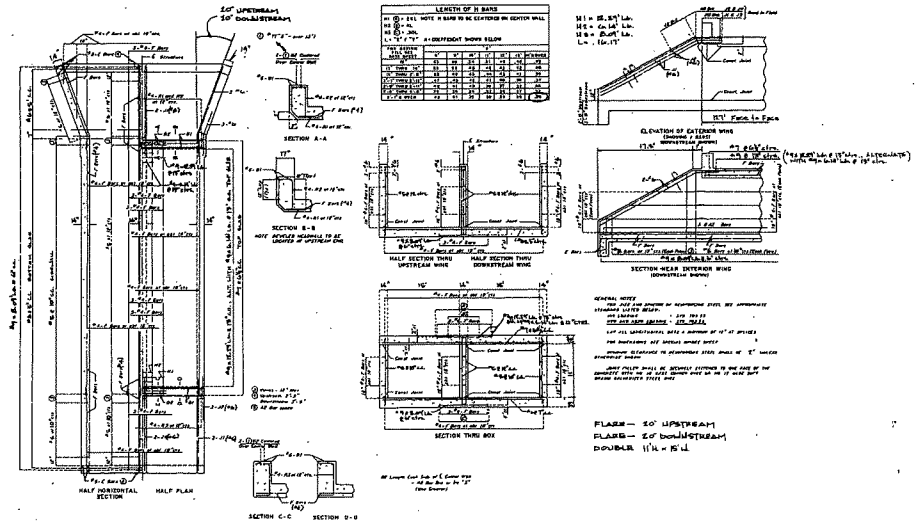
TITLE: SOUTH FIFTH STREET EXTENSION
BOX CULVERT DETAILS

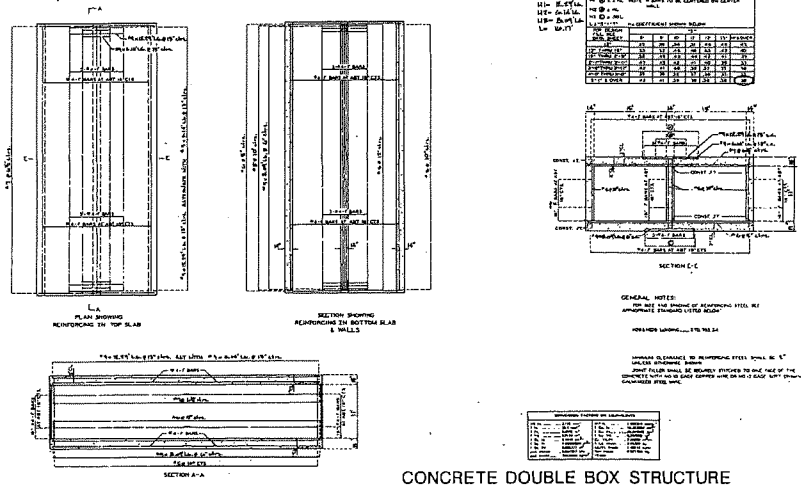
DESIGNED D.P. Lindemeyer
DRAWN D. Gale
CHECKED D.P. Lindemeyer
DATE 10/88
SEAL

SCALE As Shown

JOB 4488 SHEET 64 OF 67

Docusign Envelope ID: 3EB7EACB-0F93-4B33-8A31-90474B96144E





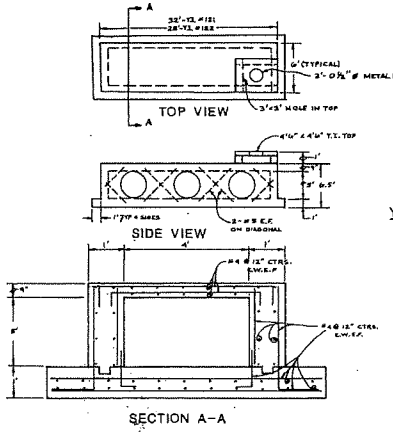
CONCRETE DOUBLE BOX STRUCTURE

Ref: MHTC Dwg. Nos. 703.52B & 703.55C

GENERAL NOTES

for Box Culvert Construction

1. Class B concrete shall be used for the construction of the box culvert. All materials, proportioning, air-entraining, mixing, slump and transporting of the concrete shall be in accordance with Section 501 of the St. Louis County Standard Specifications for Highway Construction, 1976 Edition.
2. All reinforcing steel shall conform to A.S.T.M. Specification A615, Grade 60.
3. All materials and workmanship shall conform to the Standard Specifications of the St. Louis County Department of Highways & Traffic.
4. The earth fill shall be placed in layers not exceeding eight inches, (loose measurement) and shall be compacted to at least 95 percent of maximum density, as determined by the Standard Compaction Test.
5. Plastic protected bar supports are required in the top slab. Bar supports for reinforcement in the bottom slab shall be of the earth-bearing base type. Bar supports used to support the upper mat of steel in the top and bottom slabs shall be full height, providing the proper clearance. STANDEES RESTING ON THE LOWER MAT OF BARS WILL NOT BE PERMITTED.
6. Curing of the culvert is required and may be achieved by spraying with an approved curing compound or by covering with Polyethylene Sheeting. If the wall forms are removed prior to 72 hours, the tie holes are to be patched immediately and the concrete cured as indicated above.
7. Placing form oil on all forms prior to the placement of the reinforcing steel is required.
8. Triangular moulding, having 3/4 inch width on each of the two (2) form sides, shall be used to bevel all exposed edges of the structure. The culvert walls shall be poured to the correct height. Formwork for the top slab shall be mortar tight. The use of roofing felt, or any similar bituminous material, to seal the joints between slab formwork and walls, -in order to prevent mortar leakage will not be allowed. Pouring Footings without formwork will not be allowed.
9. Top forms shall not be removed for at least seven (7) days and until the concrete has attained a minimum compressive strength of 3,750 PSI.
10. St. Charles County Highway Department shall receive, prior to the contractor beginning construction of the culvert, a set of shop drawings that have been reviewed, approved and so stamped by the Design Engineer.
11. Lap all longitudinal bars 36 bar diameters unless otherwise noted. Bar splices will not be allowed on other bars unless shown on the plans.



Y.I. # 121 & 122 DETAILS

RECEIVED
JAN 02 1990
ST. CHARLES COUNTY HIGHWAY DEPARTMENT

INGRAM-WEHMEYER, INC.
8 WESTBURY DRIVE
SAINT CHARLES, MISSOURI 63301
314-724-4759

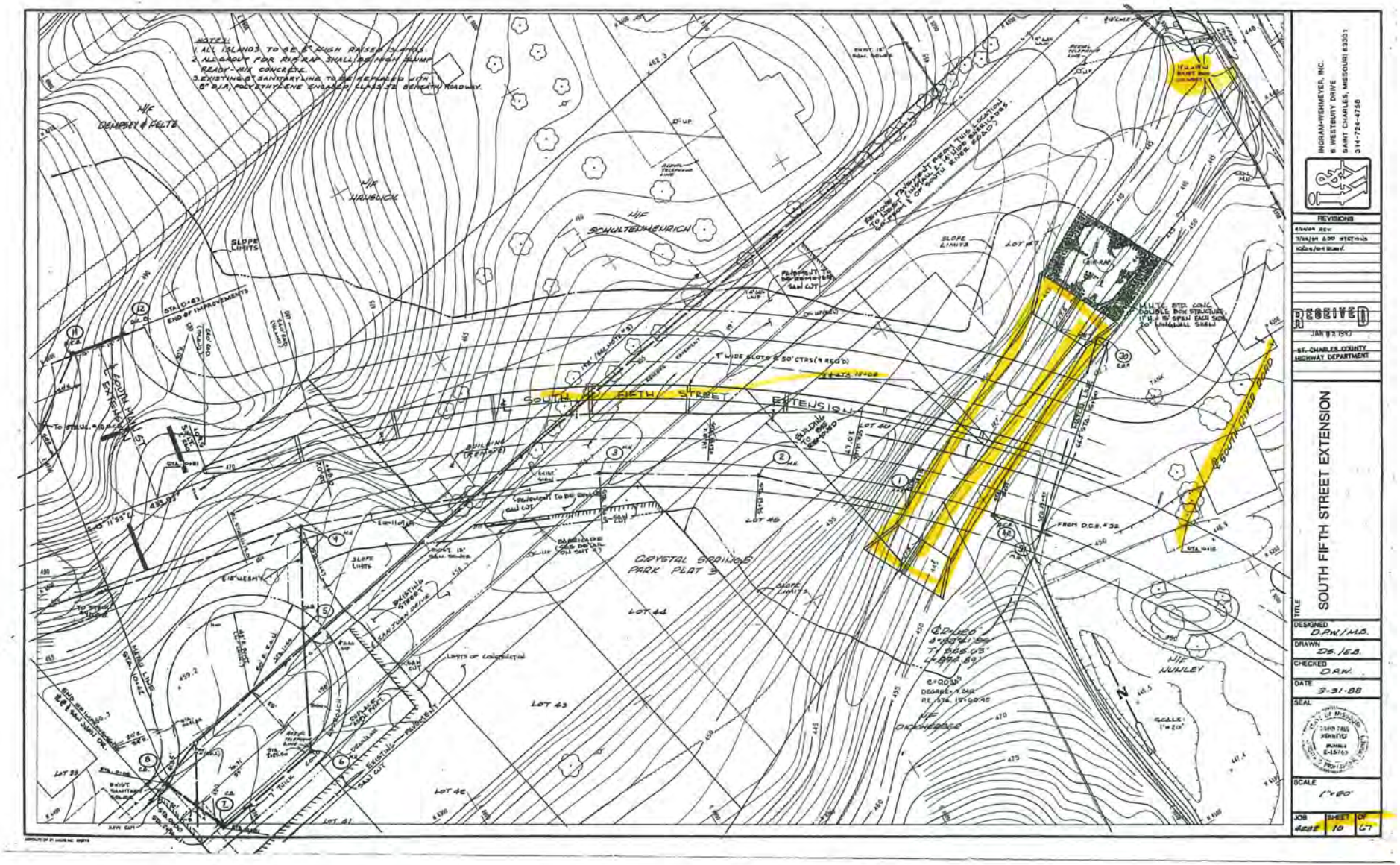
REVISIONS
4-24-89 Y.I. DETAILS
10-24-89 REV.

TITLE: SOUTH FIFTH STREET EXTENSION
BOX CULVERT DETAILS
AND Y.I. 121 & 122 DETAILS

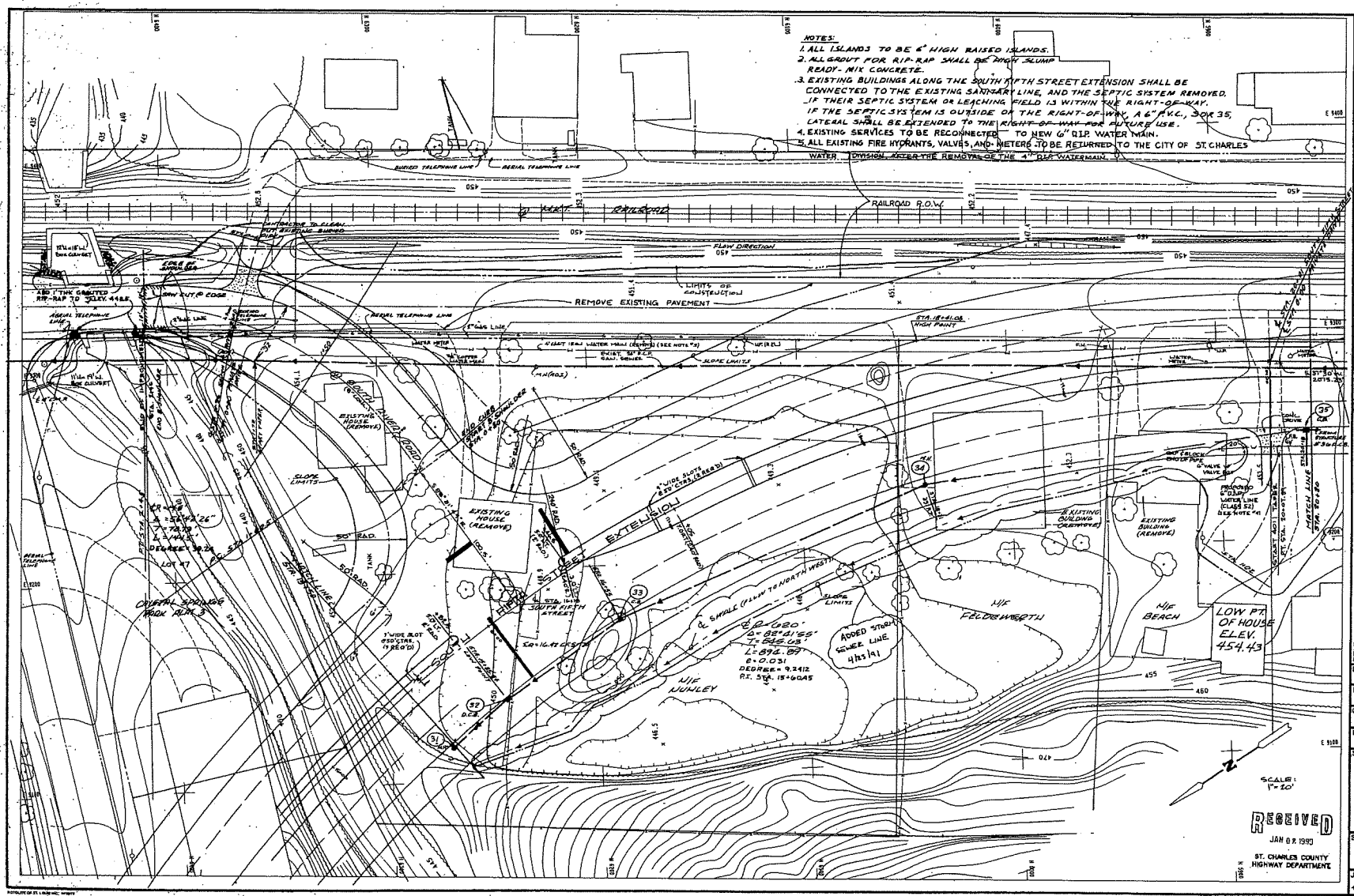
DESIGNED D. P. LIGHTNER
DRAWN D. SAIL
CHECKED D. P. LIGHTNER
DATE 10/89
SEAL
STATE OF MISSOURI
DAVID PAUL WEHMEYER
NUMBER E-15763
REGISTERED PROFESSIONAL ENGINEER
SCALE

JOB 4282 SHEET 65 OF 67

Docusign Envelope ID: 3EB7EACB-0F93-4B33-8A31-90474B96144E



Docusign Envelope ID: 3EB7EACB-0F93-4B33-8A31-90474B96144E



INGRAM-WEHMEYER, INC.
8 WESTBURY DRIVE
SAINT CHARLES, MISSOURI 63301
314-724-4755

REVISIONS
4/24/98 REV.
7/28/98 REVISED
10/26/98 REV.

TITLE: SOUTH FIFTH STREET EXTENSION

DESIGNED DPW/LAB
DRAWN DS/EB
CHECKED DPW
DATE 5-31-88
SEAL
SCALE 1"=20'

JOB 4402 | SHEET 11 | OF 47

Docusign Envelope ID: 3EB7EACB-0F93-4B33-8A31-90474B96144E

Schedule C

Schedule of Fees and Hourly Rates

EXHIBIT "A"

SCHEDULE OF PROFESSIONAL FEES AND OTHER RELATED PROFESSIONAL SERVICES JANUARY 2026

OFFICE PERSONNEL

CLERK	$ 95.00	PROJECT ENGINEER I	$180.00
ADMINISTRATIVE ASSISTANT	115.00	PROJECT ENGINEER II	185.00
TECHNICIAN I	130.00	PROJECT MANAGER I	200.00
TECHNICIAN II	135.00	PROJECT MANAGER II	205.00
C.A.D. DESIGNER I	145.00	ASSOCIATE	220.00
C.A.D. DESIGNER II	155.00	SENIOR ASSOCIATE	230.00
		PROFESSIONAL LAND SURVEYOR	185.00
		SENIOR PROFESSIONAL LAND SURVEYOR	195.00
		PRINCIPAL	315.00
		EXPERT WITNESS	455.00

FIELD PERSONNEL

FIELD TECHNICIAN	$ 155.00	3-MAN CREW	$ 220.00
FIELD ENGINEER	$ 165.00	2-MAN CREW	$ 215.00
		1-MAN CREW-G.P.S./Robotic	$ 195.00

EXPENSES

MILEAGE	$ 0.75/MILE
SUB-CONTRACTOR	COST + 10%
PRINTS	$ 0.40/SQ.FT
XEROX MYLAR	$ 4.50/SQ.FT
XEROX SCAN/VELLUM	$ 2.50/SHEET

Docusign Envelope ID: 3EB7EACB-0F93-4B33-8A31-90474B96144E

Schedule D

List of Subcontracted Services and Subcontractors

Olsson, Inc.

SCI Engineering, Inc.

Docusign Envelope ID: 3EB7EACB-0F93-4B33-8A31-90474B96144E

Schedule E

Notice and Instructions to Bidders/Vendors regarding §§ 285.525 through 285.550 RSMO, effective January 1, 2009

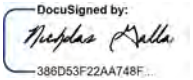
Certificate Of Completion

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Source Envelope:
Document Pages: 110
Signatures: 6
Initials: 5
Certificate Pages: 3
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Grace Capritta
200 N Second St
Saint Charles, MO, MO 63301
grace.capritta@stcharlescitymo.gov
IP Address: 35.130.51.195

Record Tracking

Status: Original
3/23/2026 1:10:36 PM
Holder: Grace Capritta
grace.capritta@stcharlescitymo.gov
Location: DocuSign

Signer Events	Signature	Timestamp
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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: 3/23/2026 1:15:46 PM Viewed: 3/23/2026 1:58:32 PM Signed: 3/23/2026 2:06:16 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Paul Feldmann paul.feldmann@stcharlescitymo.gov Purchasing Manager City of Saint Charles, MO Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 3/23/2026 2:06:21 PM Viewed: 3/23/2026 4:17:57 PM Signed: 3/24/2026 4:42:54 PM
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Mary Ann Ohms maryann.ohms@stcharlescitymo.gov City of Saint Charles, MO Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 3/24/2026 4:42:57 PM Viewed: 3/24/2026 4:56:48 PM Signed: 3/24/2026 4:58:53 PM
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Signer Events	Signature	Timestamp
Holly Magdziarz holly.magdziarz@stcharlescitymo.gov City Attorney City of Saint Charles, MO Signing Group: LEGAL REVIEW Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Holly Magdziarz 25D56664397942C... Signature Adoption: Uploaded Signature Image Using IP Address: 35.130.51.195	Sent: 3/24/2026 4:58:57 PM Viewed: 3/25/2026 11:57:06 AM Signed: 3/25/2026 12:01:42 PM
Jennifer O'Connor jennifer.oconnor@stcharlescitymo.gov Director of Finance City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Jennifer O'Connor C5FB3E8A40BE40D... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 3/25/2026 12:01:46 PM Viewed: 3/25/2026 12:29:27 PM Signed: 3/25/2026 12:29:40 PM
Lawrence S. Dobrosky, Jr. lawrence.dobrosky@stcharlescitymo.gov Director of Administion City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Lawrence S. Dobrosky, Jr. 3E05A81A58094AA... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 3/25/2026 12:29:45 PM Viewed: 3/26/2026 1:09:45 PM Signed: 3/26/2026 1:09:57 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: 3/26/2026 1:10:02 PM Viewed: 3/26/2026 4:09:44 PM
Daniel J. Borgmeyer dan.borgmeyer@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Kim Hudson kimberly.hudson@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
City Clerk - Assign Contract # Signing Group: City Clerk - Assign Contract # Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Carla Bray carla.bray@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 3/25/2026 12:29:44 PM Viewed: 3/25/2026 2:36:06 PM
Amy Milstead amy.milstead@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps

Docusign Envelope ID: 83068C86-F705-4382-AA54-0EBC3B0622CC

Contract # C25-136
(City Clerk will Assign)

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

Requesting Department:	Engineering	**Department Contact:**	Rod Harashe/Grace Capritta
Vendor Name & NWS#:	VISU SEWER OF MISSOURI LLC/13927		
Description/Purpose:	Authorization to execute change order #1 with Visu-Sewer of Missouri, LLC for the Riverside Sanitary Sewer Trunkmain Phase 4 in the amount of $397,890.26, total contract not to exceed $2,195,851.26.		
Account #:	515-502-535-873107 $397,890.26		
Project #:	21PWSSS015		
Amount of this Routing:	$ 397,890.26	**Change PO #:**	2025374
Contract Type:	Contract Amendment	**N/A**	Coop#:
Contract Term:	To completion	**Renewal Options:**	N/A
If Renewal or Amendment: C#	C25-136	**Amendment #** 1	**Renewal #**
Original Contract Value:	$ 1,797,961.00	**Total of Previous Amendments:**	$ 0.00
Total Contract Value:	$ 2,195,851.26		

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

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

Printed Name:	**Signature:**
Dan Mann	DocuSigned by: Dan Mann 3/31/2026

ROUTING	**Signature/Date**
Purchasing Review (Compliant with Chapter 145 and City Terms)	Signed by: Paul Feldmann 3/31/2026
Department of Law (for Legality only)	Signed by: Bryan Wise 4/1/2026
Director of Finance (Funds Available)	DocuSigned by: Jennifer O'Connor 4/1/2026
Director of Administration (Recommend Approval)	DocuSigned by: Lawrence S. Dobrosky, Jr. 4/1/2026
City Council Approval on Consent Agenda	
Mayor (Signature Indicating Approval)	
City Clerk (Signature, Seal and Contract # Assigned)	

Legal has reviewed form of agreement: DS MAO

Docusign Envelope ID: 83068C86-F705-4382-AA54-0EBC3B0622CC

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 04/07/2026
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☐

Bill #_____

Request for Council Action

Ward(s): 3 **Sponsor(s):** CONSENT AGENDA

Description:
Authorization to execute change order #1 with Visu-Sewer of Missouri, LLC for the Riverside Sanitary Sewer Trunkmain Phase 4 in the amount of $397,890.26, total contract not to exceed $2,195,851.26.

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

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

Summary:
Several additional sewer main segments have been identified as being in poor condition and in need of rehabilitation. The City's contractor is currently mobilized, familiar with the sewer system in this area, and has the capacity to complete this additional work at the existing contract unit pricing.

This work will extend the rehabilitated sanitary sewer from approximately 400 feet north of the Family Arena to 400 feet south of the Family Arena, adjacent to Arena Parkway, for a total of approximately 1,805 linear feet of additional sewer main rehabilitation.

The expanded scope of work also includes cleaning of the existing sewer main, preparation and lining of existing manholes, as well as necessary bypass pumping and traffic control.

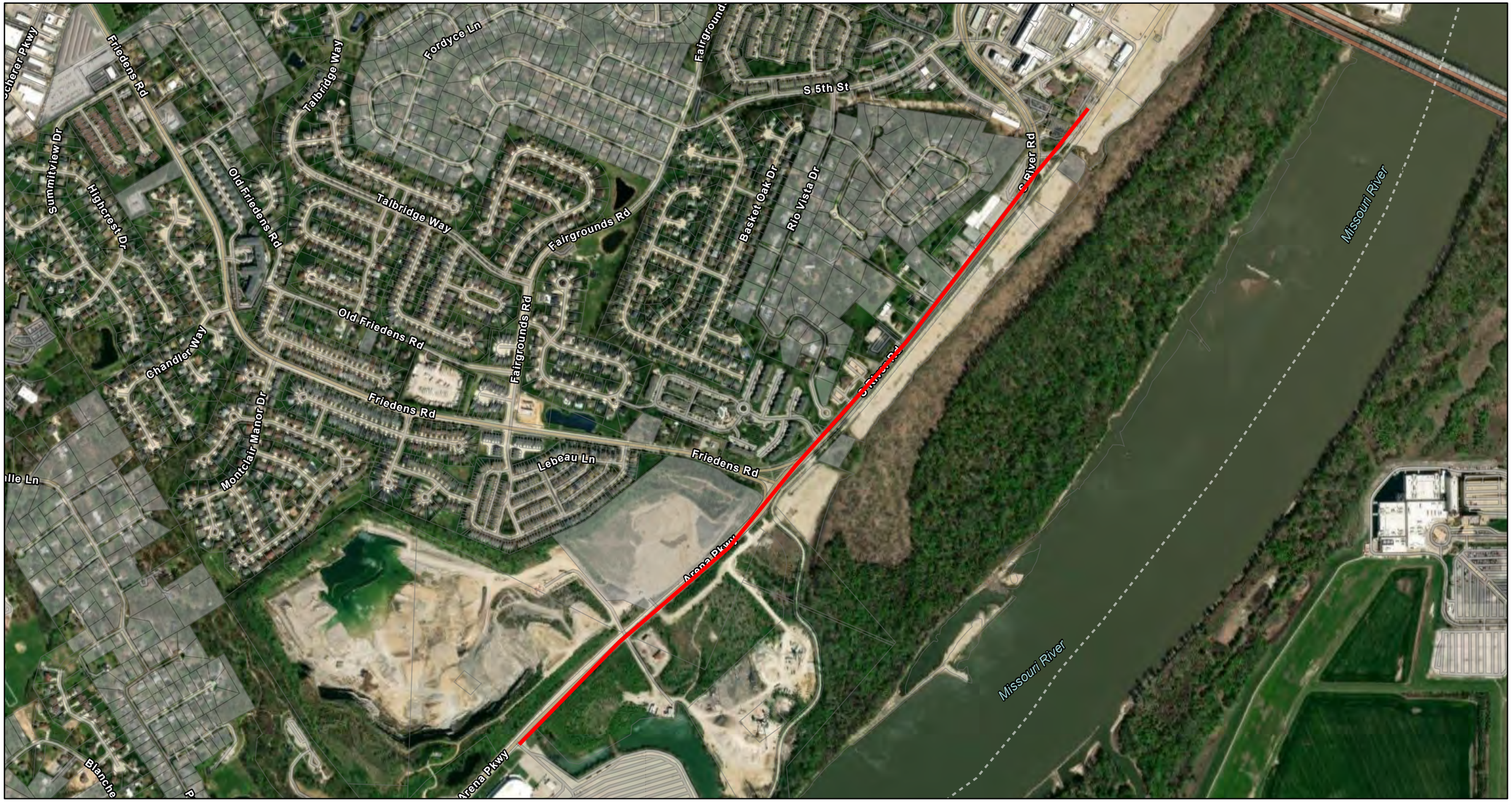
Budget Impact: (revenue generated, estimated cost, CIP item, etc.)
Fiscal Impact: 397,890.26 **Change PO #:** 2025374
Account #: 515-502-535-873107 $397,890.26

Project #: 21PWSSS015

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

Docusign Envelope ID: 83068C86-F705-4382-AA54-0EBC3B0622CC

21SWR15 - Riverside Sanitary - Phase 4 Location Map



4/16/2025, 8:11:02 AM

Parcels

City of St Charles

1:12,140

0 0.1 0.2 0.4 mi

0 0.17 0.35 0.7 km

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

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CHANGE ORDER NO. 1

Riverside Sanitary Sewer Trunkmain Rehab Phase 4 Project
Contract # C25-136

Bid Number 4782

PROJECT: 21SWR15

OWNER: City of Saint Charles

CONTRACTOR: Visu-Sewer of Missouri, LLC

On this _____ day of _____, 2026, it is hereby agreed by and between the Owner and the Contractor that the following modifications shall be made to the plans and specifications of the contract between the parties, which was effective on 5/7/2025.

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

ITEM NO.	ITEM DESCRIPTION	UNITS	PLAN QUANITY/ QUANTITY PREVIOUSLY PROVIDED FOR	QUANTITY CONSTRUCTED	QUANTITY OVERRUN/ UNDERRUN/ CONTINGENT	CONTRACT OR AGREED UNIT PRICE	AMOUNT OF OVERRUN OR PLUS CONTINGENT	AMOUNT OF UNDERRUN OR MINUS CONTINGENT
16 CO#1	Additional liner thickness MH-H7-047 to H7-020	LF	0	0	444	$ 34.29	$15,224.76	
D1 CO#1	24" CIPP Lining of Existing Sewer	L.F.	0	0	1589	$ 134.00	$212,926.00	$0.00
D2 CO#1	MH Rehab: Cured-in-Place-Manhole	V.L.F.	0	0	87.3	$ 1,065.00	$92,974.50	$0.00
D3 CO#1	MH Rehab: Install Chemical Grout	EA	0	0	6	$ 2,135.00	$12,810.00	$0.00
D4 CO#1	MH Rehab: Substrate Repair	EA	0	0	6	$ 2,225.00	$13,350.00	$0.00
D5 CO#1	Heavy Cleaning	L.F.	0	0	1805	$ 5.00	$9,025.00	$0.00
D6 CO#1	18" CIPP Lining of Existing Sewer	L.F.	0	0	216	$ 125.00	$27,000.00	$0.00
D7 CO#1	Bypass Pumping System for Alt "D"	LS	0	0	1	$ 7,290.00	$7,290.00	$0.00
D8 CO#1	Traffic Control "Alt D"	LS	0	0	1	$ 7,020.00	$7,020.00	$0.00
D9 CO#1	As-Built Drawings "Alt D"	LS	0	0	1	$ 270.00	$270.00	$0.00
D10 CO#1	Add Calander days for additional work-65 Calander days. New date for Completion July 17, 2026	DAYS	300	NA	65	NA	65	NA
						TOTAL	$397,890.26	$0.00

ORIGINAL CONTRACT AMOUNT $1,797,961.00
CHANGE ORDER # AMOUNT $397,890.26

TOTAL CONTRACT AMOUNT AFTER THIS CHANGE ORDER $2,195,851.26

Visu-Sewer of Missouri, LLC
CONTRACTOR

3/11/2026

By: James Bohn Date
Vice President

City of St. Charles, Missouri
OWNER

By: Dan Borgmeyer Date
Mayor

ATTEST:

D L Alexander 3/11/2026

By: David Alexander Date
Secretary

ATTEST:

By: 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 4/1/2026
C5FB3E8A40BE40D...
Director of Finance Date

Jennifer O'Connor

C:\Users\JamesB\AppData\Local\Microsoft\Olk\Attachments\ooa-7347af7f-ff4e-41e7-ae8f-9c777f6319d2\d5703250cd67a844549b58c484fbbf097afb1ac0ab00eaae5af3cc4737ffb51b\21SWR15_RIVERSIDE SANITARY SEWER MAIN_VISU-SEWER_CO#1C:\Users\JamesB\AppData\Local\Microsoft\

Docusign Envelope ID: 83068C86-F705-4382-AA54-0EBC3B0622CC

Change Order No. 1

County: St. Charles
Project # 21SWR15
Project: Riverside Sanitary Sewer Trunk main Rehab Phase 4
Bid Number: 4782

Description and Reason for Change

Item 16: CO#1: Additional CIPP liner thickness

Location: MH-H7-047 to MHH7-046 to MH H7-005 to MH H7-020
The sanitary sewer mains in this location will have additional fill placed over the top of them that was not known at the time of project design. This additional liner thickness will account for the future fill that will be placed over the sanitary main. The price was calculated using the cost of the additional liner material thickness. Final payment will be made from field measured quantity.

Item D1 CO#1: 24" Lining of Existing Sewer

Location: MH I6-004 to I6-001, MH I6-001 to MH H6-047, MH H6-047 to MH H6-001, MH H6-001 to MH H6-006, MH H6-006 to MH H6-020, MH H6-020 to MH H6-048
There are several additional sewer main segments that are in poor condition that need to be rehabilitated. This work will extend the rehabilitated sanitary sewer from approximately 400 north of the Family arena to 400 feet south of the Family arena adjacent to Arena Parkway. The City and contractor agreed to add these sewer mains to the contract. The price was calculated using the original bid cost. Final payment will be made from field measured quantity.

Item D2 CO#1: MH Rehab: Cured-in-place-Manhole

Location: MH H6-020, MH H6-006, MH H6-001, MH H6-047, MH I6-001, MH I6-004. These are the additional manholes with the sewer main that are in poor condition that need to be rehabilitated. The City and contractor agreed to add these manholes to the contract. The price was calculated using the original bid cost for bid alternate "B" as Manhole depths are similar. Final payment will be made from field measured quantity.

Item D3 CO#1: MH Rehab: Install Chemical Grout

Location: MH H6-020, MH H6-006, MH H6-001, MH H6-047, MH I6-001, MH I6-004. Work that needs to precede the liner installation for the additional sewer structures. The price was calculated using the original bid cost. Final payment will be made from field measured quantity.

Item D4 CO#1: MH Rehab: Substrate Repair

Location: MH H6-020, MH H6-006, MH H6-001, MH H6-047, MH I6-001, MH I6-004. Work that needs to precede the liner installation for the additional sewer structures. The price was calculated using the original bid cost. Final payment will be made from field measured quantity.

Item D5 CO#1: Heavy Cleaning

Location: MH I6-004 to I6-001, MH I6-001 to MH H6-047, MH H6-047 to MH H6-001, MH H6-001 to MH H6-006, MH H6-006 to MH H6-020, MH H6-020 to MH H6-048, MH G8-058 to MH G8-054. This work needs to precede the sewer main liner installation. The price was calculated using the original bid cost. Final payment will be made from field measured quantity.

Item D6 CO#1: 18" CIPP Lining of Existing Sewer

Location: MH G8-058 to MH G8 054
This is an additional 18-inch sewer main that needs to be lined that is outside of the original project scope. The price was negotiated with the contractor.

Item D7 CO#1: Bypass Pumping System for Alt "D"

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Location: MH I6-004 to I6-001, MH I6-001 to MH H6-047, MH H6-047 to MH H6-001, MH H6-001 to MH H6-006, MH H6-006 to MH H6-020, MH H6-020 to MH H6-048, MH G8-058 to MH G8-054.
Bypass pumping will be required for the additional sewer main rehabilitation and manhole liners. The price was calculated using the equivalent percentage of original bid cost for the additional linear footage to be installed. Final payment will be made from field measured quantity.

Item D8 CO#1: Traffic control

Location: MH I6-004 to I6-001, MH I6-001 to MH H6-047, MH H6-047 to MH H6-001, MH H6-001 to MH H6-006, MH H6-006 to MH H6-020, MH H6-020 to MH H6-048, MH G8-058 to MH G8-054.
Traffic control will be required for the additional sewer main rehabilitation and manhole liners. The price was calculated using the equivalent percentage of original bid cost for the additional linear footage to be installed.

Item D9 CO#1: As-Built Drawings “Alt D”

Location: MH I6-004 to I6-001, MH I6-001 to MH H6-047, MH H6-047 to MH H6-001, MH H6-001 to MH H6-006, MH H6-006 to MH H6-020, MH H6-020 to MH H6-048, MH G8-058 to MH G8-054.
As Built drawings will be required for the additional sewer main rehabilitation and manhole liners. The price was calculated using the equivalent percentage of original bid cost for the additional linear footage to be installed.

Item D10 CO#1: Add Calander days for additional work-65 Calander Days. New date for completion July 17, 2026

Days added based on estimated time for approvals, liner fabrication and installation.

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CONTRACT

This CONTRACT (hereinafter, the "Contract") is between the City of Saint Charles, Missouri, a constitutional home rule charter city and political subdivision of the State of Missouri (hereinafter, the "City"), and Visu-Sewer of Missouri, LLC, a **[corporation or limited liability company]** organized in the State of Wisconsin and in good standing (hereinafter, the "Contractor") for the **[Insert the exact name of the Project]** (hereinafter, the "Project"). The City and Contractor may be referred to collectively as the "Parties." The effective date of this **Contract is** MAY 7, 2025.

In consideration for the foregoing premises and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by the City and Contractor and intending to be mutually bound hereby, City and Contractor agree as follows:

ARTICLE 1. Contract Documents

For purposes of this Contract and the General Conditions notwithstanding, the Contract Documents consist of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities and in the manner most favorable to the City.

1. This Contract
2. Job Special Provisions (JSPs)
3. Project Specific Drawings
4. General Conditions of the Contract, as may be modified by the Supplementary Conditions
5. Standards and Specifications
6. Invitation for bids, bid specifications, request for proposals or purchase description
7. Addenda issued prior to the execution of the Contract
8. Performance and Payment Bond in the form attached hereto as **Exhibit A**
9. Guarantee Performance Bond in the form attached hereto as **Exhibit B**
10. Contractor's bid or proposal
11. Modifications issued after execution of the Contract, which are not attached hereto, including the following:

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a. Work Order issued by the City
b. Written amendment to the Contract signed by both parties
c. Change Order

12. Copies of all certificates of insurance and/or endorsements and permits required under the Contract
13. Notice to Proceed, which may be delivered or issued on or after the Effective Date of this Contract and may not be attached hereto
14. Federal Work Authorization (e-verify), Proof of Lawful Presence, Missouri Prevailing Wage Law; OSHA Construction Safety Program; and Nonresident Employers – Bonding Requirements

EACH OF WHICH IS ATTACHED HERETO except as otherwise provided. These documents form the entire Contract between the parties and there are no other agreements between the parties. Any amendment or modification to this Contract must be in writing and signed by an official with the authority to bind the City. Such amendment or modification shall be incorporated into and made a part of this Contract.

ARTICLE 2. Scope of Work

The Contractor shall furnish all of the labor, materials, machinery, and equipment and perform all of the work shown on the Contract Documents, and the Contractor agrees to do everything required by this Contract and the Contract Documents.

ARTICLE 3. Term of Contract

A. This Contract shall commence on the Effective Date, subject to annual appropriation as described in Article 8, Termination.

B. All times for Project Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence in this Contract. **The Contractor shall meet the following Project Milestones:**

1. **All proposed work besides final restoration**

C. The work will be substantially completed **within 210 calendar days** after the date when the Contract Times commence to run as provided in **Paragraph 2.5.02 of the General Conditions**, and completed and ready for final payment **within 240 calendar days** after the date when the Contract Times commence to run.

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D. If the Contractor fails to substantially or finally complete the work or achieve any Milestone by the date specified in the Contract Documents, or an extended completion date which is mutually agreed upon by the Contractor and the City, the Contractor shall pay to the City not as a penalty but as liquidated damages the sum of **$1,225.00** per day for each and every calendar day beyond the date on which completion was required. This amount is fixed and agreed upon by and between the City and the Contractor to be the amount of damages which the City would sustain, and is based upon the parties' reasonable estimate of actual damages likely to result from the Contractor's breach hereunder. The City's right to assess liquidated damages shall not preclude the City from the exercise of any other rights to recover damages on account of the Contractor's failure to achieve substantial and final completion within the time required.

ARTICLE 4. The Contract Sum

The Contractor agrees to provide to the City items at the specific price points listed in the Contractor's bid submission, for the duration of this Contract. The City makes no guarantee to purchase any minimum or specific quantity of goods or services under the provisions of this Contract. **The total value of the goods and services will not exceed the sum of** One Million, Seven Hundred Ninety Seven Thousand, Nine Hundred Sixty One Dollars **($** 1,797,961.00 **)** without the issuance of a change order agreed to in writing and signed by the City and Contractor.

ARTICLE 5. Payment

A. The City shall make payments on account of the Contract as provided herein as follows:

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

2. Five percent (5%) (retainage) will be deducted each month for a reserve by the City as partial guaranty of the faithful execution of the Contract by the Contractor up to an amount equal to five (5) percent of the total contract sum stated in Article 4. The retainage will be paid to the Contractor upon substantial completion and acceptance of the work, less one hundred fifty percent (150%) of the value of incomplete punch list work.

3. It is understood and agreed that no partial payment shall be made to the Contractor until the Contractor shall furnish to the Engineer either the original or a duly certified

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copy of their and each of their subcontractor's payrolls and satisfactory proof of payment of, or satisfactory release thereof of all bills for services, materials, tools, supplies, and subcontractors.

4. The City shall have the right to enter upon and put into proper service, any or all parts of the work which may be in condition for use. No claim or charge is to be made by the Contractor for such use, nor is such use to be construed as an acceptance by the City of any part of the work so used.

ARTICLE 6. Final Payment

A. Upon satisfactory final completion of the work as determined by final inspection, and when the final estimate has been prepared and certified by the Engineer, the Engineer will submit to the City a final certificate stating that the work has been completed, under the terms and conditions thereof, and the amount, based on the final estimate, remaining due the Contractor. The City will then accept the work as fully completed and will, not later than sixty (60) days thereafter pay the Contractor the entire sum so found due after deduction of all previous payments and all percentages and amounts to be kept and retained pursuant to this Contract; provided however, that as a condition precedent to receiving final payment, the Contractor shall submit to the City a sworn affidavit that all bills for labor, service, materials, and subcontractors have been paid and that there are no suits pending in connection with the work done or labor and materials furnished under the Contract. All prior certificates and estimates, being approximate only, are subject to correction in the final estimate and payment. The Contractor hereby warrants all of the work done under this contract for a period of two (2) years following the completion of the Project. Upon completion, the Contractor shall submit to the City a written two (2) year warranty. Failure of the Contractor to submit a written warranty does not release the Contractor of this warranty in any way.

B. If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor and the Engineer so certifies, the City shall upon receipt of a certificate of the Engineer, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. This payment shall be made under the terms and conditions covering final payment, and it shall not constitute a waiver of claims by the City.

ARTICLE 7. Contractor's Representations

In order to induce the City to enter into this Contract, the Contractor makes the following

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representations:

A. The Contractor has examined and carefully studied the Contract Documents and the other related data identified in the bidding documents.

B. The Contractor has visited the work site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the work.

C. The Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, and performance of the work.

D. The Contractor has carefully studied all:

1. reports of explorations and tests of subsurface conditions at or contiguous to the work site and all drawings of physical conditions relating to existing surface or subsurface structures at the site, if any, that have been identified in the Contract documents as containing reliable "technical data"; and

2, reports and drawings of hazardous environmental conditions, if any, at the site that have been identified in the Contract documents as containing reliable "technical data."

E. The Contractor has considered information known to the Contractor; information commonly known to contractors doing business in the locality of the site; information and observations obtained from visits to the site; the Contract Documents; and the site related reports and drawings identified in the Contract Documents with respect to the effect of such information observations, and documents on:

1. the cost, progress, and performance of the work;

2. the means, methods, techniques, sequences, and procedures of construction to be employed by the Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and

3. the Contractor's safety precautions and programs.

F. Based on the information and observations referred to in Paragraphs A through E inclusive above, the Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the work at the contract price, within the contract times, and in accordance with the other terms and conditions of the Contract Documents.

G. The Contractor is aware of the general nature of the work to be performed by the City and others at the site, if any, which relates to the work as indicated in the Contract Documents.

H. The Contractor has given the City written notice of all conflicts, errors, ambiguities, or

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discrepancies that the Contractor has discovered in the Contract Documents, and the written resolution thereof by the City is acceptable to the Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

ARTICLE 8. Termination

In addition to the provisions of **Article 2.3.15 of the General Conditions**, the City shall have the right to terminate this Contract if funds are not appropriated or otherwise made available to pay the contract price.

ARTICLE 9. Performance and Payment Bonds

When the Contractor delivers the counterparts of the contract to the City, the Contractor shall also deliver performance and payment bonds as follows, subject to the additional requirements set forth in **Paragraph 2.7.05 of the General Conditions**:

A. The Contractor shall furnish a 100% Performance and Payment Bond from a surety company qualified to do business under the laws of the State of Missouri which is satisfactory to the City in the full amount of the contract price and in the form attached hereto as **Exhibit A.**

B. The Contractor shall furnish a Guarantee Performance Bond from a surety company qualified to do business under the laws of the State of Missouri which is satisfactory to the City for **ten percent (10%)** of the contract price to guarantee satisfactory performance of the work for a period of **two (2) years** after the date of acceptance of the work, and in the form attached hereto as **Exhibit B.**

ARTICLE 10. Insurance

A. In addition to the requirements set forth in **Section 2.7 of the General Conditions**, the Contractor and its subcontractors, consultants, or other persons or entities performing or furnishing any portion of the work shall purchase and maintain insurance as set forth in this Article. When the Contractor delivers the executed counterparts of the Contract to the City, and before any work at the site is started, the Contractor shall deliver to the City, with copies to each additional insured identified in the Supplementary Conditions, if any, certificates of insurance and insurance policy endorsements (and other evidence of insurance which the City or any additional insured may reasonably request, including any insurance policies to which such certificates of insurance or policy endorsements relate) for each insurance policy that the

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Contractor is required to purchase and maintain in accordance herewith.

B. The Contractor and its subcontractors, consultants, and other persons or entities performing or furnishing any portion of the work shall purchase and maintain such insurance as is appropriate for the work being performed and as will provide protection from claims set forth below which may arise out of or result from such party's performance of the work and other obligations under the Contract Documents, whether it be performed by the Contractor, any subcontractor or supplier, or by anyone directly or indirectly employed by any of them to perform any of the work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits or other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of the insured's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than the insured's employees;

4. claims for damages which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by the insured, or

b. by any other person for any other reason.

5. claims for damages, other than to the work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom, including explosion, collapse, and underground coverages;

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle;

7. claims for damages relating to the Contractor's obligations pursuant to this Contract;

8. claims for damages to property written as Builder's Risk Insurance; and

9. claims for damages resulting from the release of hazardous waste due to the Contractor's operations.

C. The policies of insurance required pursuant to this Article shall:

1. with respect to insurance required by paragraphs B.3, B.4, B.5, B.6 and B.7 of this Article, be written on an occurrence basis, include as additional insureds the City, the Engineer, and any other person or entity required in the Contract Documents, all of whom shall be listed as additional insureds, and include coverage for the respective elected officials, officers, directors,

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members, partners, employee, agents, consultants, and subcontractors or each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary and non-contributory coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the liability as follows or required by law, whichever is greater:

a. Workers' Compensation, and related coverages under paragraphs B.1 and B.2 of this Article in accordance with federal law and the laws of the State of Missouri:

i. State: Statutory limit

ii. Applicable Federal (e.g., Longshoremen's): Statutory limit

iii. Employer's Liability: $3,000,000 Each Accident
$3,000,000 Disease per Employee

b. Contractor's General Liability under paragraphs B.3, B.4, B.5 and B.6 of this Article which shall include completed operations and product liability coverages:

i. General Aggregate: $3,000,000

ii. Products – Completed operations Aggregate: $3,000,000

iii. Personal and Advertising Injury: $1,000,000

iv. Each Occurrence
(Bodily Injury and Property Damage): $1,000,000

v. Excess or Umbrella Liability
General Aggregate: $5,000,000
Each Occurrence: $5,000,000

c. Automobile Liability under paragraph B.6 of this Article:

i. Bodily Injury:
Each Person: $3,000,000
Each Accident: $3,000,000

ii. Property Damage:
Each Accident: $3,000,000

iii. Combined Single Limit of: $3,000,000

iv. The policy shall include a CA 99 48 Broadened Pollution Endorsement. The Contractor, if hauling contaminants or pollutants, must adhere to Sections 29 and 30 of the Motor Carrier Act of 1980, which shall include coverage form MCS-90.

d. Property Liability (Builder's Risk)

i. Amount equal to insurable value of the Contract, including all

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structures, materials, and equipment to be built and installed.

e. The Contractual Liability coverage of paragraph B.7 of this Article shall cover Contractor's indemnity obligations under the Contract and provide coverage for not less than the following amounts:

i. Bodily Injury:

Each Person:	$3,000,000
Each Accident:	$3,000,000

ii. Property Damage:

Each Accident:	$3,000,000
Annual Aggregate:	$3,000,000

f. The property insurance required by paragraph B.8 of this Article shall be written as Builder's Risk with an "All Risk" Installation Floater that shall at least include insurance for physical loss and damage to the work, temporary buildings, falsework, and work in transit and shall insure against at least the following perils: flood, fire, lightening, extended coverage, theft, vandalism and malicious theft, earthquake, collapse, debris removal, demolition occasioned by enforcement of laws or regulations, and water damage, and be written in the completed value form. Such policy shall cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects) and materials and equipment in transit for incorporation into the work or stored at the site or at another location that was agreed to in writing by the City prior to being incorporated into the work, provided that such material and equipment have been included in an Application for Payment recommended by the City or the Engineer. Such policy shall include the interests of the City, Contractor, subcontractors, engineers, the City's and engineer's consultants, each of whom is deemed to have an insurable interest, and each shall be listed as an insured or an additional insured.

g. The Contractor's Pollution Insurance coverage required by paragraph B.9 of this article shall cover bodily injury and property damage resulting from liability arising out of pollution related exposures such as asbestos abatement, lead paint abatement, tank removal, removal of contaminated soil, etc. The insurance policy shall cover the liability of the Contractor during the process of removal, storage, transport and disposal of hazardous waste and contaminated soil and/or asbestos abatement. The policy shall include coverage for on-site and off-site bodily injury and loss of, damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids,

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alkalis, toxic chemicals, liquids or gas, waste materials or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water, whether it be gradual or sudden or accidental. The policy shall also include defense and clean-up costs. The amount of coverage shall be as follows:

i. Limit of Liability:

Each Occurrence: $3,000,000

Aggregate: $3,000,000

3. contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused until at least thirty (30) calendar days written notice has been given to the City and the Contractor and to each additional insured identified in the Contract Documents to whom a certificate of insurance and/or endorsement has been issued (and the certificates of insurance furnished by the Contractor pursuant to this Contract will so provide);

4. remain in effect through final payment and at all times thereafter when the contractor may be correcting, removing, or replacing defective work in accordance with **Paragraph 2.7.01 of the General Conditions**; and

5. include completed operations coverage:

a. such insurance shall remain in effect for two years after final payment; and

b. the Contractor shall furnish the City and each other additional insured identified in the Contract Documents, to whom a certificate of insurance has been issued, evidence satisfactory to the City and any such additional insured of continuation of such insurance at final payment and one year thereafter.

ARTICLE 11. Indemnification

A. The Contractor shall indemnify, defend, and hold harmless the City and Engineer and the elected officials, officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, accountants, and other professional and all court and other dispute resolution costs) for or on account of or relating to any act, omission, or negligence of the Contractor, subcontractors, or its or their agents or employees in the performance of the work and/or their failure to comply with the terms and conditions of this Contract. The foregoing provision shall not be deemed to be released, waived, or modified in any respect by any reason of any surety or insurance provided by the

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Contractor, and this provision shall survive termination of this Contract.

B. In any and all claims against the City or Engineer or any of their elected officials, officers, directors, members, partners, employees, agents, consultants and subcontractors by any employee (or the survivor or personal representative of such employee) of the Contractor, any subcontractor, any supplier, or any person or entity directly or indirectly employed by any of them to perform any of the work, or anyone for whose acts any of them may be liable, the indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any such subcontractor, supplier, or any other person or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 12. Dispute Resolution

The City and Contractor agree that disputes regarding the Project shall first be addressed by informal discussions between the Parties. If discussions between the Parties fail to resolve the dispute, then the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, the Contractor shall proceed with the Construction Services pursuant to this Contract as if no dispute existed, and the City shall continue to make payment for the Contractor's completed services unless the Contractor gives notice of termination. Nothing herein shall prohibit the parties from mutually agreeing upon another method of dispute resolution.

ARTICLE 13. Prevailing Wage

Contractor shall comply with the Missouri Prevailing Wage Law, R.S.Mo. Section 290.210, et seq. and shall not pay less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under this Contract to all workers performing work pursuant to this Contract. Contractor shall forfeit a penalty to the City of $100.00 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done pursuant to this Contract by the Contractor or by any subcontractor.

ARTICLE 14. Miscellaneous Terms and Conditions

A. Project Management Manual. Contractor shall comply with the City of Saint Charles, Missouri, Project Management Manual in the performance of the work pursuant to this Contract.

Docusign Envelope ID: 83068C86-F705-4382-AA54-0EBC3B0622CC

B. Governing Law; Choice of Forum. This Contract and its performance shall be governed by and construed under the laws of the State of Missouri applicable to contracts made and to be performed wholly within Missouri, without regard to choice or conflict of law's provisions. The City and Contractor agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of St. Charles County, Missouri and waive any objections based upon venue or forum non convenes or otherwise. Contractor specifically acknowledges that R.S.Mo. Section 70.320 shall not apply to any action brought regarding this Contract. Contractor specifically acknowledges that R.S.Mo. Section 508.050 shall apply exclusively to any action brought regarding this Contract. This section of the Contract shall survive termination of this Contract.

C. Partial Invalidity. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect any other provisions of this Contract.

D. Modifications to be in Writing. No waiver or modification of this Contract or of any covenant, condition or limitation contained herein shall be valid unless in writing and duly executed by the Parties.

E. No Waiver for Breach. The failure of either Party to insist, in any one or more instances, upon performance of the terms or conditions of this Contract shall not be construed as a waiver or a relinquishment of any right granted hereunder or of the future performance of any such term, covenant, or condition.

F. Notices. All notices or other communications required or desired to be given shall be in writing and shall be deemed duly given when mailed by first class, registered or certified mail, postage prepaid, or sent via national overnight courier (e.g. Federal Express), or if sent by facsimile and contemporaneously sent by regular mail, addressed as follows:

1. To Contractor:

Visu-Sewer of Missouri, LLC
Attention: James Bohn
7895 St Clair Avenue
East St Louis, IL 62203

2. To City:

City of Saint Charles, Missouri
Attention: Director of Engineering
200 North Second Street, Room 202
St. Charles, MO 63301

Docusign Envelope ID: 83068C86-F705-4382-AA54-0EBC3B0622CC

With a copy to:

City of Saint Charles, Missouri
Attn: City Attorney
200 North Second Street, Room 401B
St. Charles, MO 63301
Telephone No.: 636-949-3274
Fax No. 636-940-4666

G. Headings for Reference Only. The headings of this Contract are intended solely for convenience of reference and shall have no effect on the construction or interpretation of this Contract.

H. Assignment. This Contract may not be assigned by either Party in whole or in part without prior written consent of the other Party.

I. No Official Personally Liable. No official, elected official, agent, employee, attorney or representative of the City shall be personally liable to Contractor in the event of any default or breach by any Party under this Contract, or for any amount which may become due to any Party or on any obligations under the terms of this Contract. No director, officer, shareholder, manager, agent, employee, attorney or representative of Contractor shall be personally liable to the City in the event of any default or breach by any Party under this Contract, or for any amount which may become due to any Party or on any obligations under the terms of this Contract.

J. No Discrimination. Contractor agrees in the performance of this Contract that it will not discriminate against any employee or applicant for employment, in the selection and retention of any subcontractor, in procurement of materials, lease of equipment or provision of any labor, material or service based upon age, ancestry, color, disability, familial status, religion or sex.

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

K. Sex Offender Registration. Contractor shall comply with City Code of Ordinances Section 145.040 which requires any person used by the Contractor in the performance of the

Docusign Envelope ID: 83068C86-F705-4382-AA54-0EBC3B0622CC

Contract who is a registered sex offender and has any contact with a City employee or resident or is physically present on City property to register with the City of Saint Charles Police Department.

L. Proof of Lawful Presence. Contractor acknowledges award of this Contract requires compliance with R.S.Mo. Section 208.009 which requires the person executing this Contract on behalf of the Contractor to provide City with affirmative proof that he/she is a citizen or permanent resident of the United States or is lawfully present in the United States prior to the City awarding Contractor with this Contract.

M. E-Verify. Contractor acknowledges award of this Contract requires compliance with R.S.Mo. Section 285.530(2) regarding enrollment and participation in a federal work authorization program with respect to all persons working in connection with this Project. Contractor represents and warrants that it is in compliance with Section 285.530 at the time of award of this Contract. A sworn affidavit and supporting documentation affirming participation in a qualified federal work authorization program and that Contractor does not knowingly employ any person who is an unauthorized alien in connection with the services to be performed pursuant to this Contract is attached to this Contract and incorporated herein by this reference.

N. Transient Employers. Contractor shall comply with the transient employer obligations as defined in R.S.Mo. Section 285.230 and shall post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) the notice of registration for employer withholding issued to such transient employer by the Missouri Director of Revenue; (2) proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the Missouri Department of Revenue through the records of the Division of Workers' Compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the Division of Employment Security. Contractor acknowledges its failure to comply with the transient employer obligations subject the Contractor to a penalty of $500 per day until the notices required by this section are posted.

O. Construction Contractor Safety Training Program. Contractor and all subcontractors shall require all on-site employees to complete the ten-hour construction safety training program required pursuant to R.S.Mo. Section 292.675, if not previously completed with required documentation of successful completion. Contractor shall forfeit a penalty to the City of $2,500.00 plus an additional $100.00 for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.

Docusign Envelope ID: 83068C86-F705-4382-AA54-0EBC3B0622CC

P. Counterparts. This Contract may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their respective officers or officials.

Contractor:

Visu-Sewer of Missouri, LLC

4/1/2025

By: Authorized Signatory Date

James Bohn, Vice President

Printed Name of Authorized Signatory

Corporate Attest:

4/1/2025

Signature Date

David Alexander, Secretary

Printed Name

City:

CITY OF SAINT CHARLES, MISSOURI

DocuSigned by:

Daniel J. Borgmeyer 5/7/2025

8D36AFB1A1BD439...

Daniel J. Borgmeyer, Mayor Date

Attest:

DocuSigned by:

Kimberly Hudson 5/7/2025

70E399BA7AAF426...

City Clerk Date

Kimberly Hudson

DS

Docusign Envelope ID: 83068C86-F705-4382-AA54-0EBC3B0622CC

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 4/29/2025
C3FB3E8A40BE40D...

Director of Finance Date
Jennifer O'Connor

Docusign Envelope ID: 83068C86-F705-4382-AA54-0EBC3B0622CC

ACKNOWLEDGMENT WHERE THE CONTRACTOR

IS A CORPORATION

STATE OF N/A)

)

COUNTY (AND/OR CITY) OF _____)

On this _____ day of _____ in the year _____ before me, _____ (name of notary), a Notary Public in and for said state, personally appeared _____ (name of officer), _____ (title of person, president, vice president, etc.) of _____ (name of corporation), known to me to be the person who executed the within _____ (type of document) in behalf of said corporation and acknowledged to me that he or she executed the same for the purposed therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____

Notary Public

My Commission Expires: _____

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ACKNOWLEDGMENT WHERE THE CONTRACTOR
IS A LIMITED LIABILITY COMPANY

STATE OF Illinois)
)
COUNTY (AND/OR CITY) OF St Clair)

On this 1 day of April in the year 2025 before me, Nicole Elizabeth Bohn (name of notary), a Notary Public in and for said state, personally appeared James Bohn, Vice President (name of manager or member) of Visu-Sewer of Missouri, LLC (name of limited liability company), known to me to be the person who executed the within contract (type of document) in behalf of said limited liability company and acknowledged to me that he or she executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my and affixed my official seal and day and year first above written.

OFFICIAL SEAL
NICOLE ELIZABETH BOHN
Notary Public, State of Illinois
Commission No. 986246
My Commission Expires
January 26, 2028

Notary Public

My Commission Expires: January 26, 2028

Certificate Of Completion

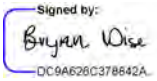
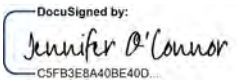
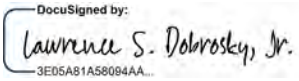
Envelope Id: 83068C86-F705-4382-AA54-0EBC3B0622CC
Status: Sent
Subject: Please DocuSign: Yellow-CRS-Electronic Routing.pdf_VISU SEWER
Source Envelope:
Document Pages: 24
Signatures: 6
Certificate Pages: 3
Initials: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Grace Capritta
200 N Second St
Saint Charles, MO, MO 63301
grace.capritta@stcharlescitymo.gov
IP Address: 35.130.51.195

Record Tracking

Status: Original
3/31/2026 8:50:40 AM
Holder: Grace Capritta
grace.capritta@stcharlescitymo.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Dan Mann daniel.mann@stcharlescitymo.gov Director of Engineering City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Dan Mann 147DA4446E33432... Signature Adoption: Pre-selected Style Using IP Address: 172.59.169.140 Signed using mobile	Sent: 3/31/2026 8:53:25 AM Viewed: 3/31/2026 9:16:25 AM Signed: 3/31/2026 9:18:29 AM
Willie Hantack William.Hantack@stcharlescitymo.gov Audit & Accounting Manager City of Saint Charles, MO Signing Group: Senior Financial Analysts Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DS Signature Adoption: Uploaded Signature Image Using IP Address: 35.130.51.195	Sent: 3/31/2026 9:18:31 AM Resent: 3/31/2026 10:58:03 AM Viewed: 3/31/2026 11:48:59 AM Signed: 3/31/2026 11:51:14 AM
Paul Feldmann paul.feldmann@stcharlescitymo.gov Purchasing Manager City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by: Paul Feldmann CA2B397B773142A... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 3/31/2026 11:51:16 AM Viewed: 3/31/2026 12:11:11 PM Signed: 3/31/2026 12:11:40 PM
Mary Ann Ohms maryann.ohms@stcharlescitymo.gov City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DS Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 3/31/2026 12:11:43 PM Viewed: 3/31/2026 1:02:01 PM Signed: 3/31/2026 1:02:57 PM

Signer Events	Signature	Timestamp
Bryan Wise bryan.wise@stcharlescitymo.gov Assistant City Attorney City of St. Charles Signing Group: LEGAL REVIEW Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by:  DC9A626C378642A... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 3/31/2026 1:02:58 PM Viewed: 4/1/2026 9:42:36 AM Signed: 4/1/2026 9:43:21 AM
Jennifer O'Connor jennifer.oconnor@stcharlescitymo.gov Director of Finance City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by:  C5FB3E8A40BE40D... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 4/1/2026 9:43:25 AM Viewed: 4/1/2026 9:51:33 AM Signed: 4/1/2026 9:51:44 AM
Lawrence S. Dobrosky, Jr. lawrence.dobrosky@stcharlescitymo.gov Director of Administion City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by:  3E05A81A58094AA... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 4/1/2026 9:51:46 AM Viewed: 4/1/2026 9:52:45 AM Signed: 4/1/2026 9:52:58 AM
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: 4/1/2026 9:53:01 AM Viewed: 4/1/2026 9:53:23 AM
Daniel J. Borgmeyer dan.borgmeyer@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Kim Hudson kimberly.hudson@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
City Clerk - Assign Contract # Signing Group: City Clerk - Assign Contract # Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Carla Bray carla.bray@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 4/1/2026 9:51:46 AM Viewed: 4/1/2026 9:53:02 AM
Amy Milstead amy.milstead@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/31/2026 8:53:25 AM

Payment Events	Status	Timestamps

Docusign Envelope ID: 1BDC44D9-CFB3-4331-B0C3-BC2999BCDED1

Contract #_____
(City Clerk will Assign)

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

Requesting Department:	Information Technology	**Department Contact:**	Chad Shepherd
Vendor Name & NWS#:	SHI International #13670		
Description/Purpose:	The purchase of additional licenses from SHI in an amount not to exceed $17,034.00. Licenses will be co-termed and added to our current 3 year agreement.		
Account #:	100-192-115-733099		
Project #:			
Amount of this Routing:	$ 17,034.00	**Requisition #:**	20260404
Contract Type:	Contract Amendment	**Cooperative**	Coop#: CT220337001
Contract Term:	3 Years	**Renewal Options:**	
If Renewal or Amendment: C#	C25-099	**Amendment #** 2	**Renewal #**
Original Contract Value:	$74,670.00	**Total of Previous Amendments:**	$455,655.00
Total Contract Value:	$547,359.00		

DS TK

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

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

Printed Name:	**Signature:**	
Chad Shepherd	Signed by: F. Chad Shepherd D008F1021HCP4BE...	4/1/2026

ROUTING	**Signature/Date**
Purchasing Review (Compliant with Chapter 145 and City Terms)	Signed by: Paul Feldmann CA2B397B773142A... 4/1/2026
Department of Law (for Legality only)	Signed by: Bryan Wise DC9A626C378842A... 4/1/2026
Director of Finance (Funds Available)	DocuSigned by: Jennifer O'Connor C5FB3E8A40BE40D... 4/1/2026
Director of Administration (Recommend Approval)	DocuSigned by: Lawrence S. Dobrosky, Jr. 3E05A81A58094AA...
City Council Approval on Consent Agenda	
Mayor (Signature Indicating Approval)	
City Clerk (Signature, Seal and Contract # Assigned)	

Legal has reviewed form of agreement: DS MAO

Docusign Envelope ID: 1BDC44D9-CFB3-4331-B0C3-BC2999BCDED1

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 04/07/2026
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☐ NO ☑
Report ☐ Resolution ☑ Ordinance ☐

Bill #_____

Request for Council Action

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

Description:
To purchase additional M365 licenses from SHI in an amount not to exceed $17,034.00. These licenses are co-termed and added to our current 3 year agreement.

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

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

Summary:
The City is currently undert a 3 year Microsoft Enterprise Agreement (EA) that commenced in April 2025 and extends through 2028. This purchase of additional Microsoft licenses will be added and co-termed with this existing EA. The licenses will align with the remaining term of the current agreement to ensure consistent renewal and compliance across all licensed products. These additional licenses were a planned line item in our 2026 budget.

Budget Impact: (revenue generated, estimated cost, CIP item, etc.)
Fiscal Impact: 17,034.00 **Requisition #** 20260404
Account #: 100-192-115-733099

Project #:_____

RCA prepared by: JD DS Dept. Dir. Initial Finance Dir. DS Dir. of Admin. DS

Docusign Envelope ID: 1BDC44D9-CFB3-4331-B0C3-BC2999BCDED1

AMENDMENT NO. 2

This Second Amendment to Contract C25-099 between the City of St. Charles, Missouri (Owner), and SHI International Corporation, (Vendor) is effective as of the date of final signature below. For the consideration stated herein, Owner and Vendor agree as follows:

1. This contract amendment shall be under the same terms and conditions as in Contract C25-099 in the total amount of Seventeen Thousand Thirty-Four Dollars ($17,034.00) as provided in Vendor's Quote #27232243, attached as Exhibit A hereto. This increases the original contract price of $74,670.00 to Five Hundred Forty-Seven Thousand Three Hundred Fifty-Nine Dollars ($547,359.00).

2. All other terms and conditions of Contract C25-099 shall remain in full force and effect.

SHI INTERNATIONAL CORPORATION:

Paul Linhardt 03/17/2026

Date

By: Paul Linhardt Sr. Lead Contracts Specialist
(Print Name and Title)

CITY OF SAINT CHARLES, MISSOURI:

Daniel J. Borgmeyer Date
Mayor

Corporate Attest (if applicable):

By: Date

Attest:

City Clerk Date

CERTIFICATE OF DIRECTOR OF FINANCE

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

DocuSigned by:
Jennifer O'Connor 4/1/2026
C5FB3E8A40BE40D...

Director of Finance Date

Docusign Envelope ID: 1BDC44D9-CFB3-4331-B0C3-BC2999BCDED1

Pricing Proposal
Quotation #: 27232243
Created On: 3/2/2026
Valid Until: 4/1/2026

MO-City of Saint Charles

Chad Shepherd
200 N Second St.
Saint Charles, MO 63301
United States
Phone: (636) 949-3200
Email: Chad.Shepherd@stcharlescitymo.gov

Microsoft Inside Account Manager

Vivien Cruz
290 Davidson Ave.
Somerset, NJ 08873
Phone: 732-868-5926
Email: vivien_cruz@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	M365 F3 Unified GCC Sub Per User Microsoft - Part#: AAD-63092 Contract Name: PC Prime Vendor Services Contract #: CT220337001 Coverage Term: 5/1/2026 - 4/30/2027 **Note:** 12 months, Year 2 of 3, earliest to purchase is Apr-02-2026	68	$83.60	$5,684.80
2	Exchange Online P1 GCC Sub Per User Microsoft - Part#: 3MS-00001 Contract Name: PC Prime Vendor Services Contract #: CT220337001 Coverage Term: 5/1/2026 - 4/30/2027 **Note:** 12 months, Year 2 of 3, earliest to purchase is Apr-02-2026	68	$36.60	$2,488.80
			Total	$8,173.60

Additional Comments

Pricing is subject to change based on OEM and Distribution pricing changes

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

Payment Schedule
Year 2 (May-01-2026 to Apr-30-2027): $8,173.60

Docusign Envelope ID: 1BDC44D9-CFB3-4331-B0C3-BC2999BCDED1

Year 3 (May 01 2021 to Apr 30 2022): $3,179.00

This quote has been marked as budgetary, as certain pricing may require approval from Microsoft. Please note, SHI is unable to process Purchase Orders against budgetary quotes. Kindly reach out to your SHI sales team for a Final Quote once you have determined your required counts and licenses.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Certificate Of Completion

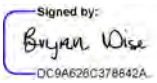
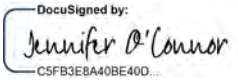
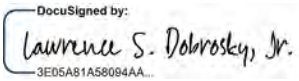
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EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Jennifer Duncan
200 N Second St
Saint Charles, MO, MO 63301
jennifer.duncan@stcharlescitymo.gov
IP Address: 35.130.51.195

Record Tracking

Status: Original
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Holder: Jennifer Duncan
jennifer.duncan@stcharlescitymo.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Jennifer Duncan jennifer.duncan@stcharlescitymo.gov City of Saint Charles Security Level: Email, Account Authentication (None)	DS JD Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 4/1/2026 9:36:43 AM Viewed: 4/1/2026 9:36:48 AM Signed: 4/1/2026 9:36:57 AM
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F. Chad Shepherd Chad.Shepherd@stcharlescitymo.gov Director, Innovation & Technology City of Saint Charles, MO Security Level: Email, Account Authentication (None)	Signed by: F. Chad Shepherd D608F16214CF4BE... Signature Adoption: Uploaded Signature Image Using IP Address: 35.130.51.195	Sent: 4/1/2026 9:36:58 AM Viewed: 4/1/2026 9:37:47 AM Signed: 4/1/2026 9:38:13 AM
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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)	DS TK Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 4/1/2026 9:38:14 AM Viewed: 4/1/2026 9:45:25 AM Signed: 4/1/2026 9:47:54 AM
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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... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 4/1/2026 9:47:55 AM Viewed: 4/1/2026 12:04:41 PM Signed: 4/1/2026 12:04:57 PM
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Mary Ann Ohms maryann.ohms@stcharlescitymo.gov City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DS  Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 4/1/2026 12:04:59 PM Viewed: 4/1/2026 12:06:17 PM Signed: 4/1/2026 1:25:24 PM
Bryan Wise bryan.wise@stcharlescitymo.gov Assistant City Attorney City of St. Charles Signing Group: LEGAL REVIEW Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by:  DC9A626C378642A... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 4/1/2026 1:25:26 PM Viewed: 4/1/2026 3:02:37 PM Signed: 4/1/2026 3:02:43 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... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 4/1/2026 3:02:45 PM Viewed: 4/1/2026 3:22:04 PM Signed: 4/1/2026 3:22:13 PM
Lawrence S. Dobrosky, Jr. lawrence.dobrosky@stcharlescitymo.gov Director of Admnistion City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by:  3E05A81A58094AA... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 4/1/2026 3:22:15 PM Viewed: 4/1/2026 3:54:06 PM Signed: 4/1/2026 3:54:19 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: 4/1/2026 3:54:21 PM Viewed: 4/1/2026 3:54:42 PM
Daniel J. Borgmeyer dan.borgmeyer@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Kim Hudson kimberly.hudson@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Signer Events	Signature	Timestamp
City Clerk - Assign Contract # Signing Group: City Clerk - Assign Contract # Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Carla Bray carla.bray@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 4/1/2026 3:22:14 PM Viewed: 4/1/2026 3:28:55 PM
Amy Milstead amy.milstead@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

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Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 4/7/2026
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☐

Bill # N/A

Request for Council Action

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

Description:
Findings of Fact and Conclusions of Law to support the Council's decision for the appeal from HLPARB's Case No. D-2025-020 related to the application for demolition or removal of 500 Main Street, Building 90 of the ACF Complex

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

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

Summary:
On March 17, 2026, the City Council of the City of St. Charles, Missouri, by a vote of seven (7) "yea," one (1) "nay," and one (1) abstention voted to reverse the decision of the Historic Landmark Preservation and Architectural Review Board ("HLPARB") to issue a certificate of demolition or removal to Applicant Bax Engineering Company in Case No. D-2025-020.

Under Section 400.1310.B of the Ordinances of the City of Saint Charles, Missouri ("OCSC"), The HLPARB decision shall only be reversed by the majority vote of the entire Council. The Council may issue findings of fact to support its decision.

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

Fiscal Impact: _____ **Select One** _____

Account #: _____

_____

_____

Project #: _____

RCA prepared by: Legal Dept. Dir. HEM Finance Dir. JAO Dir. of Admin. [illegible]

BEFORE THE ST. CHARLES CITY COUNCIL

ST. CHARLES, MISSOURI

Appeal of Historic Landmarks Preservation and Architectural Review Board Certificate of Demolition for Building 90 of the American Car Foundry Complex Applicant: Bax Engineering	))))	D-2025-20

FINDINGS OF FACT AND CONCLUSIONS OF LAW

On March 17, 2026, the City Council of the City of St. Charles, Missouri, by a vote of seven (7) "yea," one (1) "nay," and one (1) abstention voted to reverse the decision of the Historic Landmark Preservation and Architectural Review Board ("HLPARB") to issue a certificate of demolition or removal to Applicant Bax Engineering Company in Case No. D-2025-020.

Under Section 400.1310.B of the Ordinances of the City of Saint Charles, Missouri ("OCSC"), The HLPARB decision shall only be reversed by the majority vote of the entire Council. The Council may issue findings of fact to support its decision.

At its March 17, 2026 meeting, the City Council held an appeal hearing for Case No. D-2025-020, wherein the City Council heard and considered presentations made by City staff and the Applicant as well as public comments made by interested persons. At that hearing, the City Council further received into the Record the following Exhibits:

Exhibit 1 - Transcript specific to this application from the January 26, 2026, Landmarks meeting.
Exhibit 2 - Section 400.1280, Certificates of Demolition or Removal.
Exhibit 3 - Section 400.1310, Appeals.
Exhibit 4 - Application for Certificate of Appropriateness dated November 17, 2025.
Exhibit 5 - Staff Report from the January 26, 2026, Landmarks meeting.
Exhibit 6 - Applicant's Presentation from the January 26, 2026, Landmarks meeting.
Exhibit 7 - January 27, 2026 decision letter from Staff.
Exhibit 8 - Notice of Appeal by the City of St. Charles dated and filed February 4, 2026.
Exhibit 9 - Transcript of excerpts from the February 3, 2026 City Council meeting.
Exhibit 10 - Public comments received via email.
Exhibit 11 - The complete Code of Ordinances of the City of St. Charles.
Exhibit 12 - Comprehensive Master Plan of the City of St. Charles, "2026: Guiding STC."
Exhibit 13 - Architectural Guidelines for the Frenchtown Preservation District.
Exhibit 14 - Frenchtown Great Streets Plan.
Exhibit 15 - Frenchtown Levee Study, dated December 3, 2021.

The March 17, 2026 appeal hearing and the Exhibits received therein shall constitute the record upon which the City Council relies for the purposes of making these findings.

Having been duly advised in the premises, the City Council hereby makes its Findings of Fact and Conclusions of Law.

BACKGROUND AND PROCEDURAL HISTORY

APPLICABLE PROVISIONS OF THE ORDINANCES OF THE CITY OF SAINT CHARLES

1. At all times relevant to this decision, the City of St. Charles has had in effect the Zoning Code for the City of St. Charles, Missouri, codified as Chapter 400 of the Ordinances of the City of St. Charles, Missouri ("OCSC"). The City of St. Charles is a constitutional charter city.

2. Articles I and IX of Chapter 125 and Article XIV of Chapter 400 establish the Historic Landmarks Preservation and Architectural Review Board ("HLPARB" or "Landmarks") as a City Board and set forth its power and duties; processes for, *inter alia*, certificates for demolition or review; and the process for appeals of those decisions. §§ 400.1180 – 400.1310, OCSC.[1]

3. HLPARB consists of seven (7) members plus a City Council liaison, who is also a voting member, for a total of eight (8) voting members. §§ 400.1190.B, 125.100.A. A quorum of HLPARB requires at least four (4) members. § 125.040.E.

4. Among Landmark's powers is the power "to review applications for construction, alteration, removal or demolition affecting proposed or designated landmarks or structures within historic districts and to issue or deny certificates of appropriateness and certificates of demolition or removal for such actions; and to review applications for special demolition permits and construction permits." § 400.1200.A.9.

5. Section 400.1190.D.2 provides that, "All decisions or actions of the HLPARB shall be made by a majority vote of those members present at any meeting where a quorum exists; except that in those cases where the applicant seeks authorization to demolish a building or structure, the affirmative vote of five (5) members of HLPARB is required. The Chairperson shall be a voting member of the HLPARB. No member of the HLPARB shall vote on any matter which may significantly affect the property, income or business interest of that member. The Chairperson, and in his/her absence the Acting Chairperson, may administer oaths and compel the attendance of witnesses."

6. The process for consideration of a Certificate of Demolition for the removal of a historic landmark or any structure within a historic district is provided in Section 400.1280, which states in full:

> A. Except as otherwise provided in Section 400.1280(B), no permit for the demolition or removal of an historic landmark or any structure within an historic district shall be issued by the Department of Community Development until a certificate of demolition or removal has been issued by the HLPARB. Application forms for certificates of demolition or removal shall be prepared by the HLPARB.

[1] Unless otherwise specified, all citations herein are to the Ordinances of the City of St. Charles, Missouri ("OCSC").

B. In the case of structures less than fifty (50) years old located within an historic district, applications for demolition or removal shall be issued a demolition permit without a certificate of appropriateness, unless the Director of Community Development determines that the property may have extraordinary significance and refers the question to the HLPARB.

C. Notices. Where an application has been received for the demolition or removal of a structure, the Department of Community Development shall post a placard in a visible place upon the property at least seven (7) days prior to the meeting. Said placard shall describe the pending application for demolition of the building or structure and the date, time and place of the meeting wherein the application shall be considered by the HLPARB. In addition, the Councilmember of the ward where the site of the proposed demolition is located shall receive a copy of the application and accompanying documents. Posting of the placard and notice to the Councilmember shall be mandatory and shall be a condition precedent to HLPARB review of the application. If the placard has not been posted or if the Councilmember has not been notified, then the application shall be held over to the next meeting of the HLPARB.

D. The HLPARB shall review the application and either issue or deny the certificate of demolition or removal within thirty (30) days of the meeting when the HLPARB receives the application. Written notice of the approval or denial of the application for a certificate of demolition or removal shall be provided the applicant within seven (7) days following the determination and shall be accompanied by a certificate of demolition or removal in the case of an approval.

E. Historical/Architectural Report. As part of any application for demolition or removal, a report analyzing the historical and/or architectural significance of the property shall be submitted for review of the HLPARB. Submission of the report to the HLPARB shall be mandatory and shall be a condition precedent to HLPARB review of the application. The report shall address each of the ten (10) criteria for historical/architectural significance provided in Section 400.1280(F). The report shall be written by a professional architect, architectural historian, historic preservation consultant, City planner, archaeologist or art historian.

F. Standards For Review. In considering an application for a certificate of demolition or removal, the HLPARB shall be guided by the following criteria as general standards in determining if the structure is historically significant, in addition to any design guidelines in the ordinance designating the landmark or historic district:

1. Its character, interest or value as part of the development, heritage or cultural characteristics of the community, County, State or country;
2. Its location as a site of a significant local, County, State or national event;
3. Its identification with a person or persons who significantly contributed to the development of the community, County, State or country;

4. Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction or use of indigenous material;
5. Its identification as the work of a master builder, designer, architect or landscape architect whose individual work has influenced the development of the community, County, State or country;
6. Its embodiment of elements of design, detailing, materials or craftsmanship which renders it architecturally significant;
7. Its embodiment of design elements that make it structurally or architecturally innovative;
8. Its unique location or singular physical characteristics that make it an established or familiar visual feature of the neighborhood, community or City;
9. Its character as a particularly fine or unique example of a utilitarian structure, including, but not limited to, farmhouses; accessory buildings such as summer kitchens, smokehouses or barns; schools; churches; public buildings; institutional offices; or other commercial structures with a high level of integrity or architectural significance; and/or
10. The fact that it has yielded, or may be likely to yield, information important in history.

G. Should the HLPARB determine that the structure is historically significant, then the HLPARB shall proceed to consider whether the preservation of the structure is technologically and economically feasible. In determining whether the preservation of the structure is technologically and economically feasible, the HLPARB shall consider the following criteria:

1. A report from a registered professional engineer or architect with experience in rehabilitation as to the structural soundness of any structures on the property and their suitability for rehabilitation;
2. Estimated market value of the property in its current condition; after completion of the proposed demolition or removal; after any changes recommended by the HLPARB; and after renovation of the existing property. The market value estimates must be prepared by a licensed real estate appraiser;
3. A detailed cost estimate, broken down by category, of the cost to rehabilitate or reuse the existing structure. Such estimate shall be provided by a registered professional architect or engineer, architectural conservator, developer, real estate consultant, appraiser or licensed building contractor experienced in rehabilitation;
4. Assessed value of the property according to the two (2) most recent assessments;
5. Real estate taxes of the previous two (2) years;
6. Form of ownership or operation of the property, whether sole proprietorship, for-profit or not-for-profit corporation, limited partnership, joint venture or other;

7. Any other information which may be reasonably obtained which is considered necessary by the HLPARB to make a determination as to whether the property does yield or may yield a reasonable return to the owners.

H. In addition to the foregoing information which the HLPARB may solicit or require the applicant to provide, the applicant may provide the following information with respect to any application for a certificate of demolition or removal:

1. Amount paid for the property, the date of purchase and the party from whom purchased, including a description of the relationship, if any, between the owner of record or applicant and the person from whom the property was purchased and any pertinent terms of financing between the seller and buyer;
2. If the property is income-producing, the annual gross income from the property for the previous two (2) years; itemized operating and maintenance expenses for the previous two (2) years; and depreciation deduction and annual cash flow before and after debt service, if any, during the same period;
3. Remaining balance on any mortgage or other financing secured by the property owner and annual debt service, if any, for the previous two (2) years;
4. Appraisals obtained within the previous two (2) years by the owner or applicant in connection with the purchase financing or ownership of the property;
5. Any listing of the property for sale or rent, price asked and offers received, if any, within the previous two (2) years;
6. Information regarding the applicant's relevant tax bracket.

I. In considering an application for a certificate of demolition or removal, if the HLPARB finds that the structure is not historically significant, then the HLPARB shall issue a certificate of demolition or removal. In considering an application for a certificate of demolition or removal, if the HLPARB finds that:

1. The structure is historically significant; and
2. It is not technologically or economically feasible to preserve the structure,

then the HLPARB shall issue a certificate of demolition or removal.

J. Written notice of the approval or denial of the application for a certificate of demolition or removal shall be provided the applicant within seven (7) days following the determination and shall be accompanied by a certificate of demolition or removal in the case of an approval. A denial of a certificate of demolition or removal shall be accompanied by a statement of the reasons for the denial. The HLPARB shall make recommendations to the applicant concerning changes, if any, in the proposed action which would cause the HLPARB to reconsider its denial and shall confer with the applicant in an attempt to resolve as quickly as possible the differences between the applicant and the HLPARB. The applicant may resubmit an amended application or reapply for a certificate of

demolition or removal that takes into consideration the recommendation of the HLPARB.

K. A certificate of demolition or removal shall become void unless demolition is commenced within one (1) year of the date of issuance. Extensions may be granted for just cause.

L. Pictorial Record. At the time of issuance of a certificate of appropriateness for the demolition of structure or building under this Article, the City shall take photographs of the structures or buildings to be demolished. Such photographs shall be preserved as a pictorial record of the demolished structure.

§ 400.1280 OCSC.

7. A decision of Landmarks may be appealed to the City Council as provided by Section 400.1310, which states:

A. The applicant or an adjoining property owner may appeal a decision of the Historic Landmarks Preservation and Architectural Review Board to the City Council by filing a notice of appeal with the City Clerk within ten (10) days of the date of the decision of the HLPARB.

B. The City Council shall conduct a hearing on the appeal within forty-five (45) days of the date of the filing of the notice of appeal with the City Clerk. The Council may hear testimony and receive evidence from the applicant, adjoining property owners, the Community Development Department, the HLPARB or any other interested person. In reviewing the decision of the HLPARB, the Council shall apply the guidelines, standards and criteria specified in this Article or incorporated therein by reference. The HLPARB decision shall only be reversed by the majority vote of the entire Council. The vote by the Council shall be taken no later than the next regularly scheduled meeting of the Council after the date of the completion of the hearing. The Council may issue findings of fact to support its decision.

C. Judicial review of the appeal may be taken in accordance with Chapter 536, RSMo., as amended.

§ 400.1310 OCSC.

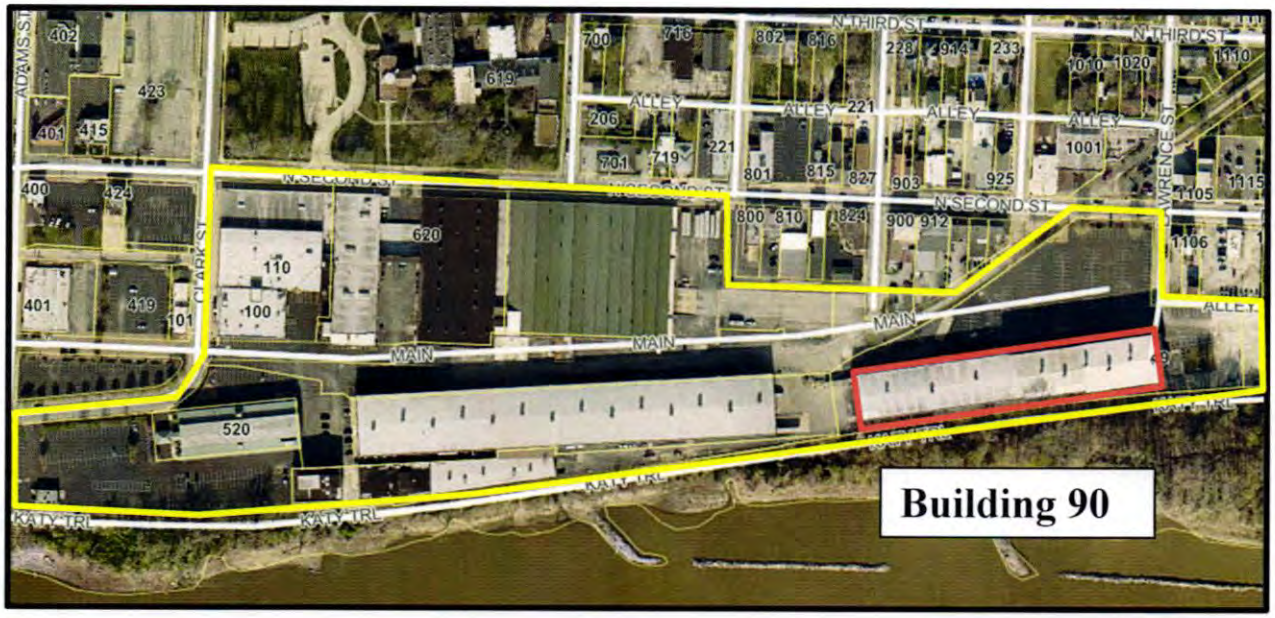
BUILDING 90 OF AMERICAN CAR FOUNDRY

8. The subject property is located at 900 Main Street, St. Charles, Missouri, 63301 and is known as Building 90 within the American Car Foundry ("ACF")[2] complex ("Building

[2] While referred to colloquially and throughout the application as "American Car Foundry," the 1991 National Register of Historic Places Registration Form lists this as the "American Car and Foundry Complex."

90"). Building 90 is zoned I-2: Heavy Industrial District. Building 90 is in Ward 1 within the city limits of the City of St. Charles.

9. The following photo depicts Building 90 (in red) and the ACF complex (in yellow):



10. Building 90 is a one-story, 94' by 475' (44,650 ft^2) industrial masonry structure constructed circa 1908, with a non-contributing metal-clad northern addition constructed in 1954. The addition extended the structure by an additional 158', making the structure a total of approximately 57,126 ft^2.

11. Building 90 is located within the City's locally designated Frenchtown Preservation District (FPD), § 400.360, and the City's Extended Historic Preservation District (EHP), § 400.340. The ACF complex as a whole is also listed on the National Register of Historic Places as a contributing property to the Frenchtown Historic District. While the complex is listed, each building is not individually listed.

12. Building 90 is more than fifty (50) years old and is located within an historic district.

13. Presently, Building 90 is being used as an indoor sports and event venue.

APPLICATION FOR CERTIFICATE OF DEMOLITION D-2025-20:

Applicant Submittals to the HLPARB

14. On November 17, 2025, a Certificate of Appropriateness Application was filed for Building 90. The applicant was listed as Bax Engineering Company, and the Property Owner was listed as St. Charles Properties. The Application acknowledged that Building 90 is in the local Frenchtown Preservation District and the Extended Historic Preservation District and the date of original construction was listed as 1910.

15. In describing "property as it currently exists," the Applicant wrote, "Property contains a multi-purpose indoor athletic training facility. Facility includes volleyball courts, futsal courts and basketball."

16. In "Project Description," the Applicant marked "Demolish or move structure" and wrote "Demolish."

17. Both the Applicant Jeff Simmons on behalf of Bax Engineering and Property Owner James Unger on behalf of St. Charles Properties signed the Certificate of Appropriateness Application and agreed that "I hereby certify that I am the owner in fee or agent authorized to apply for this Certificate of Appropriateness, and that the information provided is true and correct to the best of my knowledge."

18. Additional information was submitted by the Applicant on December 22, 2025 to complete their submittal and provide the information required under Section 400.1280.G.

19. While the formal applicant for D-2025-20 is Bax Construction, Bob Manglesdorf is the Community Investor – Owner of ACF Revitalization, LLC and intended purchaser of Building 90 as well as four other buildings.[3]

20. As part of its application to Landmarks, the Applicant provided the "report analyzing the historical and/or architectural significance of the property . . . for review of the HLPARB" as required by Section 400.1280.E. The report addressed "each of the ten (10) criteria for historical/architectural significance provided in Section 400.1280(F)" and was written by a professional architect, architectural historian, historic preservation consultant, City planner, archaeologist or art historian.

21. The Applicant further submitted each of the following, as required by Section 400.1280.G:

> 1. A report from a registered professional engineer or architect with experience in rehabilitation as to the structural soundness of any structures on the property and their suitability for rehabilitation;
> 2. Estimated market value of the property in its current condition; after completion of the proposed demolition or removal; after any changes recommended by the HLPARB; and after renovation of the existing property. The market value estimates must be prepared by a licensed real estate appraiser;
> 3. A detailed cost estimate, broken down by category, of the cost to rehabilitate or reuse the existing structure. Such estimate shall be provided by a registered professional architect or engineer, architectural conservator, developer, real estate consultant, appraiser or licensed building contractor experienced in rehabilitation;

[3] All members of the "Development Team" or who spoke on behalf of the Application at either Landmarks or before Council, including Simmons, Manglesdorf, Jassen Johnson, Keith Kramer, Arturo Vidaurri, and Michael Durham, are collectively referred to as "the Applicant."

4. Assessed value of the property according to the two (2) most recent assessments;
5. Real estate taxes of the previous two (2) years;
6. Form of ownership or operation of the property, whether sole proprietorship, for-profit or not-for-profit corporation, limited partnership, joint venture or other;
7. Any other information which may be reasonably obtained which is considered necessary by the HLPARB to make a determination as to whether the property does yield or may yield a reasonable return to the owners.

22. The Applicant provided an "Executive Summary for ACF Revitalization: Maximizing the Contribution of the ACF Industrial Area to the N. Main/Frenchtown Community." The Applicant wrote that "The development program focuses on understanding the vision of both the community and the City by building to the highest and best use of the site . . . ." The development is proposed to include a 240-unit new construction apartment building with interior parking for cars and golf carts, a new construction Active Senior project, and new construction townhomes and new construction planned short term rental units.

PROCEDURAL HISTORY BEFORE THE HLPARB

Staff Report to the HLPARB

23. The Staff Report to Landmarks set forth the background information about the structure and provided a demolition analysis, which applied all ten criteria from Section 400.1280.F to determine whether the structure is "historically significant."

24. Staff analyzed each of the criteria and recommended a finding of historical significance. Staff concluded eight (8) of the ten (10) criteria support a finding of historical significance. Additionally, the building is considered historically significant by default due to the overall American Car Foundry complex being listed on the National Register of Historic Places within the Frenchtown Historic District. Staff recommended that Landmarks find Building 90 to be historically significant.

25. As to technological and economic feasibility, the Staff Report examined each of the requirements in Section 400.1280.G and the Applicant's submissions:

> (1) The Applicant submitted a report from a registered professional engineer or architect with experience in rehabilitation as to the structural soundness of any structures on the property and their suitability for rehabilitation. The Applicant's report, written by KPFF Consulting Engineers, stated that "In my professional opinion, the buildings are adequate for continued use with the recommended maintenance measures incorporated." The City's Building Commissioner reviewed the structural assessment report, and determined that even though there are some concerns related to deferred maintenance, failing components, and the need for repairs, "the subject building as it sits is structurally sound."

(2) Estimated market value of the property in its current condition; after completion of the proposed demolition or removal; after any changes recommended by the HLPARB; and after renovation of the existing property. The market value estimates must be prepared by a licensed real estate appraiser. The Applicant's estimated market value "as is" was $1,785,000.00, while the estimated market value for the structure after removal was $535,000.00. The provided appraisal was a Restricted Appraisal Report which states, "The purpose of this appraisal is to express the appraiser's opinion of value of the fee simple interest in the real estate, subject to the stated scope of work, type and definition of value, assumptions and limiting conditions and certification within this appraisal report." "In accordance with prior agreement between the client and the appraiser(s), this report is the result of a limited appraisal process in that certain allowable departures from specific guidelines of the Uniform Standards of Professional Appraisal Practice were invoked." Furthermore, "The report(s) may not be used for any purpose other than the purpose stated in the report(s) by any person or corporation other than the client or the party to whom it is addressed or copied without the written consent of the appraiser(s) and then only in its entirety." "No third parties may rely upon this appraisal report(s) for any purpose whatsoever, including the provision of financing for the acquisition of improvement of the Subject property."

(3). A detailed cost estimate, broken down by category, of the cost to rehabilitate or reuse the existing structure. Such estimate shall be provided by a registered professional architect or engineer, architectural conservator, developer, real estate consultant, appraiser or licensed building contractor experienced in rehabilitation. The "Conceptual Construction Cost Estimate Detail" was "Prepared by ACF Revitalization, LLC" and included items such as General Conditions ($129,019), Insurance ($33,176), Overhead and Profit ($103,216), and totaled $1,872,628.

(4). Assessed value of the property according to the two (2) most recent assessments;

(5). Real estate taxes of the previous two (2) years;

(6). Form of ownership or operation of the property, whether sole proprietorship, for-profit or not-for-profit corporation, limited partnership, joint venture or other. The Staff Report noted that the property is currently privately owned and the subject structure is under a lease with the property owner.

(7). Any other information which may be reasonably obtained which is considered necessary by the HLPARB to make a determination as to whether the property does yield or may yield a reasonable return to the owners.

26. Pursuant to Section 400.1820.H, "In addition to the foregoing information which the HLPARB may solicit or require the applicant to provide, the applicant may provide the following information with respect to any application for a certificate of demolition or removal:

1. Amount paid for the property, the date of purchase and the party from whom purchased, including a description of the relationship, if any, between the owner of record or applicant and the person from whom the property was purchased and any pertinent terms of financing between the seller and buyer;

2. If the property is income-producing, the annual gross income from the property for the previous two (2) years; itemized operating and maintenance expenses for the previous two (2) years; and depreciation deduction and annual cash flow before and after debt service, if any, during the same period;

3. Remaining balance on any mortgage or other financing secured by the property owner and annual debt service, if any, for the previous two (2) years;

4. Appraisals obtained within the previous two (2) years by the owner or applicant in connection with the purchase financing or ownership of the property;

5. Any listing of the property for sale or rent, price asked and offers received, if any, within the previous two (2) years;

6. Information regarding the applicant's relevant tax bracket.

Applicant did not provide any of this information.

27. Applicant did provide information related to the floodplain as a primary justification for the proposed demolition of the structure. Building 90 is within the FEMA-designated 1% (100-year) floodplain and .2% (500-year) floodplain. Specifically, the finished floor of Building 90 is .1 foot or 1.2 inches below the Base Flood Elevation of the 100-year floodplain. However, the Staff Report noted that because Building 90 is a Contributing building/resource within a historic district, the structure is "exempt from elevation standards as long as the improvements do not affect the contributing nature of the structure."

28. The Applicant agreed that several of the criteria supported a determination that Building 90 is historically significant, and staff analyzed each of the criteria and recommended a finding of historical significance as well. Staff concluded that Building 90, located at 900 Main Street does match eight (8) of the ten (10) criteria. Additionally, the building is considered historically significant by default due to the overall American Car Foundry complex being listed on the National Register of Historic Places within the Frenchtown Historic District.

29. The Staff Report explained that "The structure is presently utilized and occupied by an indoor sports and an events venue, which are both viable economic businesses in this structure."

30. The Staff Report concluded that "in Staff's opinion based upon review of the relevant criteria and available documents, Building 90 has not been found to be technologically and economically infeasible for rehabilitation, and Staff does not recommend in favor of its demolition. While Staff is not in favor, if the applicant were to seek to remove only the 1954 northern addition, this proposal would be supported by Staff, as it does not contribute to the overall

district and is not historic. The Landmarks Board is free to further explore this option with the applicant if they so choose."

January 26, 2026 HLPARB Meeting[4]

31. Bob Manglesdorf of ACF Revitalization spoke and introduced several individuals to present to the Board.

32. Jassen Johnson, historic building advisor and architect, explained that his work focuses on building communities that have "really cool old historic buildings" to bring new life into neighborhoods and "incorporate new projects amongst the ones that are being saved in order to really think about how we look at these communities, um, look at the highest and best use of the ground and the things that are surrounding them." He explained that the plan has three "buckets," which are "focusing on bringing in additional residential density, focusing on really embracing the riverfront, and focusing on potentially looking at some other options for, um, when people come to visit outside just hotels." Johnson stressed that the residential density is crucial for the other food, beverage, and entertainment retailers to be interested in the development.

33. Keith Kramer, Kramer and Associates, residential feasibility analyst for 40 years, explained his credentials and background and further explained that as part of the demand analysis and feasibility analysis "we found that here in St. Charles, in this area, you have a unique opportunity to develop a riverfront as a destination, as well as a place where residents can stay in the community, their families can grow, and us, as their children come back from college, they can move in" as it relates to the condominiums and that they are looking at 400 to 500 units with a mixture of housing types to serve different age groups, different demographics, different income ranges." And finally, the proposed development includes a retirement community for independent living 55 and over.

34. Johnson further explained that they had spent 14 months figuring out the scope and design of the district "that we thought would be its highest and best use," but that with preserving Building 90 "we can't get it to pencil" to get to the residential density that they need to make the overall development economically viable. Johnson also explained that with the development in the floodplain, there are issues with financing and insurance, and that Building 90 does not lend itself to residential because of "how floor plans intersect windows and how floor plates would intersect where your eyes will look at windows on like a third floor" that you can't just change with a historic building. Johnson explained that "we're here tonight talking about, you know, this fantastic vision of Legacy project for St Charles, but the brass tacks is just what we have to tear down in order to, in order to make this a real vision."

35. Jeff Simmons of Bax Engineering testified that Building 90's finished floor is slightly below the floodplain.

36. Arturo Vidaurri, FPS Enterprises, Engineer and Project Manager at ACF, spoke to the appraisal of the building in its current condition, after the proposed demolition, and after a partial renovation. In the "most basic scenario in which the building will remain and will retain its

[4] The video recording of the January 26, 2026 Landmarks meeting is available online at https://stcharles-mo.cablecast.tv/show/3326?site=1.

current use and its industrial zoning, it's not what we're proposing, but this is the easiest and most basic scenario, so those renovations for what it is right now would be about $1.9 million dollars." Vidaurri did not explain what those partial renovations would entail, or provide a basis for that $1.9 million cost. He further explained that the partial renovation would result in an estimated loss of $977,628. Vidaurri also noted that "The current owner has been operating that facility for a long period of time," but that from their perspective without adequate insurance and without being able to finance the facility, that operation is not sustainable from their perspective.

37. One member of the public, Bill Otto, spoke on the application and explained that the whole development would be transformative for Frenchtown.

38. A member of Landmarks, Michelle Beucke, asked questions of both staff and the Applicant about the economic feasibility both as the current warehouse use and as to renovation as a multi-family residential property, and explained that they should be looking at the economic feasibility of the existing structure and use, but that most of the information presented was related to the economic feasibility of renovating it into a multi-family structure. Beucke further noted that much of the information presented by the applicant was new information that night and was not provided ahead of time in their meeting packet.

39. Specifically, Member Beucke asked what is driving the density, and why they determined that 230 or 240 units are needed, which justify demolition of the building, and why it couldn't be 150 units or some number that allowed Building 90 to remain. Manglesdorf answered:

> "We could sit here and debate this for hours. It's as simple as that. I'm not here to debate it. We were tasked with taking the Frenchtown master plan and making a reality the Frenchtown master plan, over 200 pages of it talks about revitalizing the community and creating density. With the Steel Shop as it currently is, we have a choice tonight to either leave it as a boarded up old warehouse or move forward with something new. Because it is economically infeasible for us to do something with that building as it sits today. So these are very good questions, but I'd rather not get in a debate on something like this."

40. Johnson further explained that for the food and entertainment portions of their proposed redevelopment of the entire ACF, those businesses will not move forward unless there's a sufficient residential density to support those new businesses because it would be too great of an economic risk for them. To make it work financially, they will need a multi-family building five stories tall to get to the 240 units.

41. Manglesdorf also explained that if the demolition is approved, "we won't be able to touch these buildings until the leases expire in a year and a half." Furthermore, he explained that "We're buying this property, so we're not going anywhere. It's a determination of do we continue in the warehouse business with industrial buildings, or do we move forward with something that honors the wishes of the City and their master plan."

42. There was discussion with Council Liaison S. Hollander, a voting member of Landmarks, on both a potential flood wall and the timeline, and S. Hollander clarified, "From what I'm hearing your presentation, you won't be tearing that building down for a couple of years. Presumably, you've got another 18 months on leases," and Manglesdorf replied, "That is correct."

43. Further discussion was that City code provides that "A certificate of demolition or removal shall become void unless demolition is commenced within one (1) year of the date of issuance. Extensions may be granted for just cause." Manglesdorf stated, "I believe if we were to do this, we would ask for just cause immediately, knowing that there's leases in place." S. Hollander explained that "I don't think we can grant beyond 12 months at this point in time," and Manglesdorf explained that they are seeking the certificate of demolition now because "we're sitting at a point right now, where the people that are in the buildings who are trying to be respectful to them because they're running businesses. And we want to be respectful for them, and they're asking for 10-year extensions right now. Which would put nothing happening until 2037." S. Hollander further explained that "Just because you can't physically tear it down within that year, and maybe we're premature at this point in doing something here just because of that timeline."

44. The Applicant's presentation was not limited in time and took approximately 40 minutes.

45. At the January 26, 2026 Landmarks meeting, Staff was not permitted to present to the Board other than to respond to questions from Landmarks members.

46. Michelle Beucke made a motion to find Building 90, at 900 Main Street to be historically significant, and Councilmember S. Hollander seconded the motion. There were four "yea" votes in favor (Ryan, Beucke, Donnelly, Tennyson) and two "nay" votes opposed (Settle, S. Hollander), so the motion passed.

47. Michelle Beucke made a motion to find the preservation of Building 90 at 900 Main Street to be technologically and economically feasible, and Tennyson seconded the motion. There was one "yea" vote in favor (Beucke,) and five "nay" votes opposed (Ryan, Settle, Donnelly, Tennyson, S. Hollander), so the motion failed.

48. On January 27, 2026, the Certificate of Demolition was sent to the Applicant, Bax Engineering Company, stating that on January 26, 2026, the Landmarks Board approved demolition for Building 90. The letter further explained that:

> Per Section 400. I 280(K) of the Code of Ordinances, Certificates of Demolition or removal shall become void unless demolition is commenced within one (1) year of the date of issuance, Extensions may be granted for just cause.
>
> Be advised, Per Section 400.1310(A) of the City of Ordinances, the applicant or an adjoining property owner may appeal a decision of the Historic Landmarks Preservation and Architectural Review Board (HLPARB) to the City Council by filing a notice of appeal with the City Clerk within ten (10) days of the date of the decision of the HLPARB.

49. Also on the January 26, 2026 Landmarks meeting agenda was the same Applicant's application D-2026-1 to demolish a portion of Building 91A, 550 Main Street, which is also part of the ACF Complex and a part of the same larger development concept. Staff recommended, and Landmarks found, that the building is historically significant. As to feasibility for preservation, according to Arturo Vidaurri, Building 91A had a value of $300,000 in its current condition, and "it's in such bad condition that the proposed partial renovation—and this is just to leave it as a

warehouse, this is just addressing the structural challenges and deficiencies [to] bring that structure up to code—the estimated cost came up to almost $8.2 million. . . as you can see, it's economically not feasible and I believe the staff concurred with that with that finding." For that reason, City staff supported the application for demolition of the southern portion of Building 91A. The Certificate of Demolition was issued for the requested portion of Building 91A, and is not at issue in this appeal.

APPEAL TO CITY COUNCIL

50. Section 400.1310, provides that "The applicant or an adjoining property owner may appeal a decision of the Historic Landmarks Preservation and Architectural Review Board to the City Council by filing a notice of appeal with the City Clerk within ten (10) days of the date of the decision of the HLPARB."

February 3, 2026 City Council Meeting and Filing of Appeal[5]

51. At its February 3, 2026 meeting, the City Council had on its agenda item 15.A "Discussion and Possible Decision Regarding Whether to Appeal the Landmarks Board's Determination in Case No. D-2025-020 (900 Main Street) Related to the Demolition of Building 90 within the American Car Foundry Complex."

52. At that meeting, several members of the public spoke during the public comment portion related to a potential appeal of D-2025-020. Two individuals spoke in favor of an appeal; one individual, Nathan Abshire, spoke neither in favor nor against; and Jassen Johnson spoke against the appeal.

53. Mr. Nathan Abshire, owner of Steel Shop Athletics and Events Center, the company currently occupying Building 90 spoke to "provide some critical context to the building and its current use today." He explained:

> For the past 11 years, our facility has played a central role in supporting athletics in the community, community events, and local business growth. What began as a vision to create a flexible, high impact sports venue has evolved into one of the most active and diverse event centers in this region. At Steel Shop, we're proud to be the home of more than 70 volleyball teams and serve over 20,000 athletes a year.
>
> . . .
>
> Over the years our building has hosted comic cons, roller derby competitions, trivia nights, gun shows, vendor markets, family celebrations, and private parties. The wide range of events reflects our commitment to being a flexible, welcoming resource for the entire community. One of the most important parts of our story is the economic impact that we help generate. The events held at Steel Shop drives significant foot traffic into Frenchtown and historic Main Street supporting local restaurants, shops, and small businesses. When we bring athletes and families into our facility, we also bring customers, visibility, and

[5] The video recording of the February 3, 2026, City Council meeting is available online at https://stcharles-mo.cablecast.tv/show/3328?site=1.

momentum to the surrounding area. We are a proud partner in strengthening the local economy.

54. Councilmember Foust recused himself from the discussion and vote on this matter because Manglesdorf is a client of his business.

55. Director of Community Development Zach Tusinger outlined the relevant code provisions and the process in place for Landmarks' consideration of requests for demolition within the City's historic districts.

56. Councilmember Mitchell asked a question about whether handouts from the Applicant were included in the packet that went to Landmarks, and explained her support of an appeal to determine "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."

57. Councilmember Mitchell explained her support of an appeal because of concerns about transparency in that Landmarks received additional materials the night of the meeting from the Applicant that were directly related to the technological and economic feasibility of the preservation of the structure, and that information was not accessible to the Landmarks board or the public in advance for their consideration.

58. Councilmember Ratchford supported an appeal for several reasons, including that the meeting took place at the end of a severe winter storm, which likely limited the public's ability to come to Landmarks and voice their concerns. In addition, he advocated for an appeal to be able to determine whether Landmarks correctly analyzed and applied the proper standard, which is whether preservation is technologically and economically feasible; while City staff provided a structured, ordinance based analysis and recommended a finding that preservation is feasible, Ratchford explained that the applicant presented drawings and concepts for what they hope to build after the demolition, and that while those plans may be interesting, they are not relevant to the decision before Landmarks.

59. Councilmember Mitchell made a motion pursuant to City code section 400.1310 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 Ratchford seconded the motion. There were eight "yea" votes in favor (West, Galba, Gould, Haberstroh, M. Hollander, Mitchell, Otto, Ratchford), one "nay" vote opposed (S. Hollander), and one abstention (Foust). The motion passed.

60. On February 4, 2026, Community Development Director Zach Tusinger filed the "City's formal notice" of "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" with the City Clerk.

March 17, 2026 City Council Meeting[6]

61. At its March 17, 2026 meeting, the City Council had on its agenda item 15.A, "Appeal of Landmarks Case No. D-2025-020 Certificate of Demolition for 900 Main Street (Building 90 of the American Car Foundry Complex) to determine whether preservation of Building 90 is technologically and economically feasible."

62. Council President Galba took up the hearing in Landmarks Case No. D-2025-020.

63. City Attorney Holly Magdziarz explained the process, including that the Council may hear testimony and receive evidence from the applicant, adjoining property owners, the Community Development Department, the HLPARB or any other interested person. Any person wishing to address the Council must first be sworn in to testify. The Appellant, the City of St. Charles presents its case first. The parties agreed that each side will have up to thirty minutes for its principal presentation. After that presentation, members of the Council may ask questions, and Council questions are not charged against either side's allotted time. The Respondent, Bax Engineering, would then present its case, also for up to thirty minutes, and Council may again ask questions afterward. Those questions likewise are not timed. After that, the Council could hear from members of the public who had completed a speaker card for this hearing. Each public speaker may address the Council for up to five minutes. After public comment, each side will have an opportunity for rebuttal. The Appellant/the City may present rebuttal for up to five minutes, and then the Respondent/Bax Engineering may present rebuttal for up to five minutes. Council may ask questions following rebuttal, and those questions are not timed. After the evidence and argument are complete, the Council may entertain a motion to close the evidence, and then proceed to a motion on the appeal. After that, the Council may issue findings of fact to support its decision, which would be voted upon at the Council's next meeting.

64. Magdziarz offered that the Council, by motion, admit the exhibits into the record, and read the fifteen exhibits listed above. Councilmember Ratchford made a motion to admit the identified exhibits into the record. Councilmember West seconded the motion. The motion passed with eight "yea" votes in favor (West, Galba, Gould, M. Hollander, S. Hollander, Mitchell, Otto, Ratchford), no "nay" votes opposed, one abstention (Foust), and one Councilmember absent (Haberstroh).

City's Evidence

65. John Boyer, CFM, Assistant Director of Community Development/Planning Manager and City Floodplain Administrator; Taylor Moore, MPA, Historic Preservation Planner were both duly sworn in to testify.

66. Mr. Boyer stated that the preservation of the structure in question, Building 90, is technologically and economically feasible. He noted that Building 90 is structurally sound as determined by both the Applicant's engineering firm and confirmed by the City's Building Commissioner; that the building is economically contributing with multiple events and activities held in the buildings, bringing thousands of people into the Frenchtown District every year; that

[6] [6] The video recording of the March 17, 2026 City Council meeting is available online at https://stcharles-mo.cablecast.tv/show/3335?site=1.

other new businesses strongly suggest increased property values in the area for which the Applicant's appraisal did not account; and that Building 90, as a historic building, is exempt from Federal and City Floodplain elevation requirements.

67. Mr. Moore provided background on the Landmarks determination and appeal, and presented photographs showing the location and condition of Building 90 and where it fits within the Frenchtown Preservation District and the American Car Foundry (ACF) complex. He further explained the standards for Landmarks demolition review, and noted that the building is associated with one of the largest railcar manufacturers in the nation and contributed to the wartime efforts in both World Wars; that Building 90 is a Contributing Resource to the Frenchtown Historic District; and that the Landmarks Board did find that Building 90 was historically significant.

68. Mr. Moore explained that Dale Nicolas, then the City's Building Commissioner, reviewed the Structural Conditional Assessment Letter submitted by Applicant. Upon such review, the report does not state the building is structurally unsound or unsafe. Rather, the Engineer's conclusion indicates that the building is adequate for continued use; however, there are identified structural items that should addressed. Notably, a number of those items may reasonably be associated with deferred maintenance of the property. Mr. Moore noted with old buildings that are 100+ years old, there will be deficiencies such as tuck pointing.

69. Mr. Moore explained that Building 90 has a number of current uses, including Steel Shop Athletics and Events, which has a current business license and liquor license. The facility is home to 70 volleyball teams as well as boxing and martial arts classes and serves more than 20,000 athletes of all ages annually. The venue also hosts a number of community events, including comic conventions, gun shows, vendor markets, and birthday parties. In whole, the facility actively supports local economic activity and contributes to the vitality of the Frenchtown District and City as a whole. Mr. Moore presented interior photographs of the facility in use during a volleyball tournament, as well as advertisements for upcoming events at the facility.

70. Mr. Moore then presented the conceptual estimate of repairs presented to City staff by the Applicant and noted that many of the costs listed by the Applicant are neither directly related to nor required for the preservation of Building 90.

71. Mr. Moore explained that preservation of Building 90 is also supportive of the City's Frenchtown Great Streets Plan, which was a redevelopment and transportation plan adopted by City Council in 2020 to revitalize the Frenchtown Preservation District. Mr. Moore explained that the ACF Complex is discussed in the plan, and the City's Frenchtown Great Streets Plan shows Building 90 remaining, though the northern 1954 addition is shown as potentially being removed as it is not historically significant. Mr. Moore noted that the City would be supportive of that northern addition of Building 90 being removed for that reason, while the original structure would be retained.

72. Mr. Moore then cited to the 2026 City Comprehensive Plan: Guiding STC adopted earlier this year by Council. From the Introduction of the Historical Heritage Section: "Since 2002, the City has taken many significant steps to protect, preserve and enhance its historical heritage. This comprehensive plan calls on the citizens of St. Charles to strengthen and expand those efforts to ensure that the rich history of the community is forever protected and preserved." Under the

Economic Vitality Section – Goal E, Action Item #5: "Promote enhancement, preservation, and redevelopment in Frenchtown, *in accordance* with the Frenchtown Great Streets Plan (past and current Comprehensive Plan)."

73. Mr. Boyer addressed floodplain information because it was one of the principal reasons given by the Applicant as to why preservation of the structure was not economically or technologically feasible. He explained that Building 90 is mostly within the 1% (aka 100-year) Floodplain, and the finished floor of Building 90 is below the floodplain by 0.1 feet or 1.2 inches. However, Mr. Boyer further noted that because Building 90 is considered Historic as a "Contributing Resource," there is no requirement that it be elevated under federal law or the City Code. (44 CFR § 59.1; § 410.020). Mr. Boyer noted that the situation of a historic structure in a floodplain is not a unique case, both nationally and within the City of St. Charles, specifically. The exemption of historic structures is in place specifically to preserve these structures; that is, the protection and preservation of these historic resources is more important than the reduction of future flood losses. Mr. Boyer confirmed, in response to a question from Councilmember S. Hollander, that if the building were not demolished, developers wouldn't be required to do any flood proofing; any improvements would be voluntary.

74. City staff concluded its presentation prior to the expiration of the full thirty minutes allowed. Council President Galba opened the floor for questions from the Council. Council members asked questions about flooding, and Dan Mann, PE, Director of Engineering, was sworn in and gave further detail about possibilities for future construction of a flood wall. Councilmember Ratchford asked about how a structure is determined to be structurally sound, and Brad Kerans, MCP/CBO, Acting Building Commissioner, was sworn in. Mr. Kerans noted the then-Building Commissioner, Dale Nicolas, reviewed the report completed by the Applicant's engineer and made recommendations and conclusions based on that report.

The Applicant's Evidence

75. Mr. Michael Durham, attorney for ACF Revitalization, LLC, and Arturo Vidaurri were sworn in. Durham introduced himself and stated that this proceeding is much more adversarial than he or his clients would have liked.

76. Mr. Durham argued that the City Council does not have the authority to hear the appeal under the Section 400.1310 appeal process, since this was a Council-initiated process. Mr. Durham argued that the City Council delegated its authority to the Landmarks Board and provided detailed standards for the Landmarks Board. Mr. Durham did note that the City Council did reserve for itself the right to review the Landmarks Board decisions with an appeal from an adjoining property owner. Mr. Durham conceded that the City owns an adjoining property in fee simple, and stated that in the future that property will be a road.

77. Mr. Durham cited to the Request for Council Action form from the February 3, 2026 decision to appeal. Mr. Durham explained that a Councilmember directed the City Attorney to file a Request for Council Action (RCA). He noted that he had received documents regarding these matters on the prior Friday (March 13, 2026) and stated that he appreciated receiving those documents. Mr. Durham stated that the Council is here to adjudicate an appeal that the Council initiated, and that is the Council's prerogative. Mr. Durham stated that it is not legal. He explained

that the Executive, the Administration, the Community Development Staff "absolutely" could have brought this appeal and caused less trouble than if Council filed the appeal. However, the City Council brought the appeal, and now will judge it, and he has to proceed with the belief that the Council will be unbiased in its consideration. He noted that there have been conversations before the meetings with at least one Councilmember communicating with another that they "flipped" a third Councilmember. Mr. Durham noted that Mr. Foust had recused himself due to business dealing with some of Mr. Durham's clients and stated that other Councilmembers should have done the same.

78. Mr. Durham addressed some matters stated by City staff. First, he notes that, as staff noted, the floodplain wall shown in its drawings does not protect Building 90 and that any suggested fixes are not planned or scheduled to be happening. Mr. Durham stated that his client met every condition listed in Section 400.1280 and worked with City staff on this application, and that Respondent's biggest issue is that their fixes are not really fixes at all.

79. Mr. Durham then referenced the Landmarks Board meeting at which the demolition was approved and all the experts the Respondent presented at that meeting. He noted he did not bring those experts to testify at this hearing, because their testimony is already in the record and he did not believe it would do any further good to have them testify here. However, the Landmarks Board heard all that testimony and decided that demolition was appropriate. Mr. Durham stated that the City Council is not permitted to overturn the Landmarks Board's decision unless it is brought by a third party.

80. Mr. Durham further noted that the owners are going to purchase the property, and that they are not going to demolish the building and leave a hole in the ground. He stated that no one expected the Landmarks Board to decide how it did, but that they did decide that way. The owner is not leaving, and they want to proceed with it as is. Mr. Durham noted that no demolition is going to take place soon, as the Steel Shop has a lease on the property through June 2027.

81. Mr. Durham concluded his presentation prior to the expiration of the full thirty minutes allowed. Council President Galba opened the floor for questions from the Council. There being none, Council President Galba proceeded to open the hearing for public testimony to be heard.

Public Testimony

82. Each person who gave public testimony was duly sworn in.

83. Amy Senter opposed the demolition of Building 90 as a matter of long-term economic value versus short-term economic gain.

84. Matt Thomason was in favor of the demolition of Building 90 because the redevelopment of Building 90 and the rest of Frenchtown is exactly what St. Charles has been waiting for, and these are meaningful and committed investments for the City. He noted that these investors are willing to invest and commit in a way that other investors in the past have not. He stated that if the City wants to attract more young families and high earners to support local businesses, schools, and the overall tax base, then modern, thoughtful, walkable development is needed.

85. Randy Schilling opposes the demolition of Building 90 and stated that he has restored 10 properties on historic South Main, as well as other properties and they are well-performing economic engines today that made the 100 block of S. Main a vibrant retail destination and a prestigious address for startups and small businesses. He further noted the state representatives, Travis Wilson and Colin Wellenkamp, Missouri Preservation, and Missouri Main Street Connection all support the preservation of this building. He stated that this type of preservation is core to revitalization of Main Streets all across the country. Preserving the building supports the best practices of historic preservations being supported statewide and across the nation. He supports economic development, but we must weigh one development project versus fifty years of preservation and economic development of the City and hundreds of owners and developers who have committed to maintaining over 117 contributing historical structures on Main Street and Frenchtown. This is one of the largest historic Main Streets west of the Mississippi. Mr. Schilling noted examples of buildings that were going to be torn down that are now landmarks and economically thriving facilities, including the Old Post Office which has had 350 business which have started or come through to develop and grow. Building 90 is the next anchor for downtown.

86. Joe Ancmon was in favor of the demolition of Building 90. Mr. Ancmon noted that, despite what had been stated before, the businesses on North Main Street are slowly dying on the vine. Mr. Ancmon stated that people coming into his business have never asked about Building 90. The businesses need people who are living in the immediate area, and this project would be great for the economic development of Main Street.

87. Scott Shipman was opposed to the demolition of Building 90. Mr. Shipman stated that the Council should not make the decision to demolish Building 90 on potentially biased analysis without the benefit of independent perspectives. Mr. Shipman noted that the appraisal provided is a restricted appraisal report, which contains no discussions of the underlying data, reasoning, or analytical methods used to assess the value of the property. He further noted that the appraisal excludes the income approach and states that it should not be relied upon by third parties for analysis or conclusions. Mr. Shipman states that the appraisal lacks the transparency and detail necessary to support sound public policy decisions. He notes that you don't want to demolish historic structures that contribute to the unique identity of St. Charles which has been central to the city's growth and appeal.

88. Chris Goellner owns Goellner Printing on Main Street. Mr. Goellner is opposed to the demolition of Building 90. Mr. Goellner states that Building 90 offers 57,000 square feet of potential that new construction cannot replicate. Mr. Goellner states that adaptive reuse and innovation is better than destruction. Mr. Goellner noted that these buildings were built with an idea that they would not be flooded frequently, and that since their construction, there have been monumental efforts upstream on the river to prevent further flooding. Mr. Goellner asked the Council to preserve Building 90.

89. Tom Besselman was opposed to the destruction of Building 90. Mr. Besselman noted that 1/10 of a foot measurement of the building in the floodplain, which is only an inch and a half. Mr. Besselman noted that the case that ACF brought before Judge McDonough (Case No. 2611-CC00293) was dismissed. Mr. Besselman noted that if the City could not be considered a property owner, that would have opened up other owners who would have appealed.

90. April Moxley was opposed to the destruction of Building 90. Ms. Moxley noted that the original vision of Frenchtown presented by the City to local business owners showed the preservation of the ACF. She noted that her business on Main Street was doing well and growing. She noted that the charm of St. Charles is preserving these buildings, and that demolishing Building 90 would be erasing history for another apartment complex. As an owner of her current business on historic Main Street for twelve years, Moxley explained that Tourism dollars come in for the unique aspects of St. Charles, and that she has "tons of shoppers" who come to her business because they are here for events at Building 90. Ms. Moxley wants to see the city's history preserved.

City Rebuttal

91. Mr. John Boyer presented rebuttal on behalf of the City. Mr. Boyer stated that the City did file the appeal as an adjoining property owner of property that the City owns in fee simple, and therefore the City has a right to the appeal. Mr. Boyer noted that the use of the flood study is a bit of distraction and a red herring, and that as long as Building 90 is preserved as a historic structure, nothing further needs to be done to the building for floodplain requirements. It is exempt from those requirements.

92. Mr. Boyer reiterated that the standard is whether the *preservation* of Building 90 is technologically and economically feasible. Not at issue is the possible rehabilitation or renovation or other considered projects. Because the building is structurally sound and is currently being used and contributing economically, no changes or improvements are needed to preserve the structure. Therefore, by definition, preservation of the structure is technologically and economically feasible.

93. Mr. Boyer noted that City staff is concerned about the precedent that would be set if demolition of a historic structure could be authorized because a developer might be unable to get financing for a project in the floodplain.

94. Mr. Boyer further stated that the requirement of Section 400.1280.G is that the demolition of a historically significant structure can only be approved if it is not technologically or economically feasible to preserve the structure. Because the preservation of the structure is technologically and economically feasible, the City Code requires the Council to reverse the decision of the Landmarks Board and deny the application for demolition of Building 90.

95. Councilmember Ratchford asked if the entire ACF complex was on the National Register of Historic Places. Mr. Boyer confirmed. Mr. Ratchford asked how many buildings make up the ACF. Mr. Moore stated that it was seven buildings. Mr. Ratchford noted that there was a risk to the status of the entire ACF complex if a building, especially a building the size of Building 90, were to be torn down. Mr. Moore stated that this was correct and that staff consulted with the State Historic Preservation Office (SHPO) on this issue. While there is no firm line, Building 90 is one of the largest structures in the ACF complex, and SHPO did note that if Building 90 were to be torn down, the survey for the whole of the Frenchtown District would have to be redone to determine whether it would maintain its historical status after losing Building 90 as a Contributing Resource. Mr. Ratchford asked if the classification of Frenchtown were to be changed, then owners and developers would lose their right to apply for the historic tax credits. Mr. Moore confirmed this was correct. Mr. Ratchford asked if these tax credits were useful for rehabilitating and

repurposing historic buildings like Building 90. Mr. Moore noted that they are for all the buildings in the historic Frenchtown District.

Applicant Rebuttal

96. Mr. Durham addressed the issue of economic viability and stated that it is not the standard by which it should be analyzed. That is, because there is a business in the building currently that can pay rent, that is not what the test is calling for. The test is about preservation, and the building cannot stay the way it is unless substantial improvements are made. Mr. Durham noted that the floodplain requirements do not apply to Building 90, but an inability to get insurance for their development is a part of economic feasibility. Money can be spent to make the building be fine, but no lender is going to provide that money if the building is underwater. People will not rent on the first floor. The developers can change their plan and redevelop it in a different way, but that is not what the economic feasibility is about. Durham stated that the developer has gone under contract for five of the seven buildings in the ACF complex. The developer understands the significance of these buildings, as they intend to use the historic tax credits available to them.

97. Mr. Durham noted that the example of The Old Post Office is not the same as Building 90. The Old Post Office is on a hill, had asbestos, and needed some interior changes, but the structure was fine. That is not the case with Building 90. The difference between Building 90 and the properties brought up by Mr. Schilling are apples and oranges.

98. Mr. Durham stated that Building 90 is not obsolete, but that all of the buildings are part of a comprehensive plan to keep the ACF looking the way it is. While he notes that Building 90 is a large part of this, the developers are treating the ACF with the respect the City is demanding. They spent 14 months working with the City trying to figure out how to save Building 90. Mr. Durham addressed Ms. Moxley's comments specifically and said, "I don't disagree with anything [she] said."

99. Mr. Durham then noted that they came in to save the City and step into the shoes of a developer that left. He stated that it is offensive to suggest that they just want to tear the building down and leave. The developers brought in engineers who the City contracts with to work on this matter. Mr. Durham further stated that the developers have done everything they can to conform and build trust with the community, and it is only misinformation like flood walls that don't protect the property and economic feasibility that isn't economically feasible. He noted that all of this is on paper.

Close of Evidence and Decision

100. Council President Galba called for a motion to close the evidence. The motion being made and seconded, a roll call vote was taken: there were eight "yea" votes in favor of the motion (Galba, Gould, M. Hollander, S. Hollander, Mitchell, Otto, Ratchford, West), zero "nay" votes opposed, one abstention (Foust), and one member absent (Haberstroh)The motion to close the evidence passed.

101. Councilmember Otto made a motion to reverse the HLPARB's finding that the preservation of Building 90 is not economically and technologically feasible and to deny the

application of Applicant, Bax Engineering Company, in Case No. D-2025-020, accordingly. Councilman Ratchford seconded.

102. Council President Galba noted that a "Yes" vote is reverse the Landmark Board's decision and deny the application for demolition, and that a "No" vote is to uphold the Landmark Board's decision to grant the Certificate of Demolition. Council President Galba further noted that six affirmative votes are required to reverse the Landmarks Board's decision.

103. Roll call vote was taken, and there were seven "yea" votes in favor of the motion (Gould, M. Hollander, Mitchell, Otto, Ratchford, West, Galba), one "nay" vote opposed (S. Hollander), one abstention (Foust), and one member absent (Haberstroh). The motion passed.

104. Council President Galba concluded the hearing on Case Number D-2025-020.

FINDINGS OF FACT

105. The Council finds credible the testimony from Mr. Boyer, Mr. Moore, Mr. Kerans, and Mr. Mann, and further finds credible the Staff's conclusions in the Staff Report provided to the Landmarks Board.

Condition of Building 90

106. HLPARB correctly determined that Building 90 is historically significant, and that finding was not contested before the Council.

107. Building 90 is structurally sound and suitable for continued, ongoing use. Even the Applicant's report explains that "In my professional opinion, the buildings are adequate for continued use with the recommended maintenance measures incorporated." However, while this conclusion supports continued use, the report provides only generalized mitigation concepts for several identified deficiencies and does not specify with particularity what those recommended maintenance measures fully entail. Additionally, it does not include a detailed structural repair plan with an itemized cost analysis necessary to evaluate the cost-effectiveness and determine the economic feasibility of preserving the structure based on the limited information provided.

108. Building 90 is a Contributing Resource within a historic district, and therefore the structure is exempt from floodplain elevation requirements. No modifications or improvements are currently needed to elevate Building 90 or do any additional flood proofing under federal law or City code.

109. Many of the noted modifications in the KPFF Consulting Engineers report are requirements only "if more than 50% of the building area undergoes architectural alteration induced renovations." For example, for Item 2 of the South Building, the report discusses "a new interior second story being added where the new second story is hard tied/attached to the original building's wall/column structure." These modifications are not necessary for "preservation of the structure," and are therefore not relevant to the question of "whether the preservation of the structure is technologically and economically feasible."

110. The Council finds fully credible the City's Building Commissioner, who reviewed the structural assessment report and determined that even though there are some concerns related to deferred maintenance and the need for repairs, "the subject building as it sits is structurally sound."

111. According to the Applicant's appraisal, the estimated market value "as is" was $1,785,000.00, while the estimated market value for the structure after removal was $535,000.00. There is no explanation or discussion of the "As Proposed" improvements, and the report states that "the description of the improvements is minimal and can only be understood by the client." By its own terms, the appraisal states that "No third parties may rely upon this appraisal report(s) for any purpose whatsoever."

112. The "Conceptual Construction Cost Estimate Detail" for a "Partial Renovation" of ACF – Building 90 was "Prepared by: ACF Revitalization, LLC," the developer for this project. It does not provide A sufficiently "detailed cost estimate, broken down by category, of the cost to *rehabilitate or reuse the existing structure*," § 400.1280.G.3. For example, it is unclear why the fire protection, plumbing, mechanical, and electrical items ($235,839) are *necessary* to "rehabilitate or reuse the existing structure," as opposed to being desired improvements.

113. Demolition of Building 90 would preclude the structure's continued designation as a historic structure, and could impact the status of the Frenchtown Historic District on the National Register of Historic Places overall.

Current Use of Building 90

114. Building 90 is currently being used as an indoor sports and event venue with a multi-purpose indoor athletic training facility that includes volleyball courts, futsal courts, and basketball. Building 90 hosts comic conventions, roller derby competitions, trivia nights, gun shows, vendor markets, family celebrations, and private parties. Future events are scheduled to continue to occur at Building 90.

115. The owner of the company that currently occupies Building 90 credibly stated that their facility has operated for the past 11 years and that they are the home of more than 70 volleyball teams and serve over 20,000 athletes a year.

116. A nearby business owner credibly testified that she has lots of shoppers who come to her business because they are here for events at Building 90, and Applicant Mr. Durham specifically responded that he doesn't "disagree with anything [she] said."

117. The Applicant acknowledged that there is currently a lease in place for Building 90, the lease expires in July 2027, and the tenant is seeking another five-year lease with an additional five-year option. At the Landmarks Board hearing, Mr. Manglesdorf stated that the tenant is "asking for 10-year extensions right now," lasting through 2037.

CONCLUSIONS OF LAW

118. In reviewing the decision of the HLPARB, the Council applied the guidelines, standards, and criteria specified in Article XIV of Chapter 400 or incorporated therein by reference.

119. Landmarks properly determined that Building 90 is more than fifty (50) years old and is located within an historic district. After considering each of the criteria in Section 400.1280.F related to determining if the structure is historically significant, the Council further agrees with Landmarks that Building 90 is historically significant.

120. Section 400.1280.G, states that "Should the HLPARB determine that the structure is historically significant, then the HLPARB shall proceed to consider whether the preservation of the structure is technologically and economically feasible."

121. The question before HLPARB, and now before the City Council on appeal, to authorize demolition of Building 90 is "whether the preservation of the structure is technologically and economically feasible." Only if there is a determination that "It is not technologically or economically feasible to preserve the structure" may demolition of Building 90 be lawfully authorized.

122. To meet the standard that it is not technologically or economically feasible to preserve the structure, the applicant would need to show that the conditions of the structure are such that the economics of restoration preclude the landowner from making any reasonable economic use of the property if restored, or the restoration is infeasible from a technical or mechanical standpoint.

123. The Applicant has not provided sufficient evidence that "It is not technologically or economically feasible to preserve the structure." They have not provided any specific testimony or evidence concerning the economic feasibility to preserve Building 90 for future use.[7] Instead, they have focused on several other standards: they explained that "We demonstrated to Landmarks that it is economically infeasible *to convert this building to residential use*," and explained that the "main objective" of the development "focuses on understanding the vision of both the community and the City by building to *the highest and best use of the site*."

124. Even if the Applicant is correct that it is economically infeasible to convert Building 90 to residential use or that their preferred development is the highest and best use of the site, which the Council does not find herein, the Applicant has failed to meet their burden to show that "It is not technologically or economically feasible to preserve the structure," and their application to demolish Building 90 must be denied.

Procedural Requirements

125. All requirements for notice in Section 400.1280.C were properly followed.

126. The report required by Section 400.1280.E was properly completed as required.

[7] The Applicant did provide this required evidence as it related to Building 91A, *see* ¶ 49 (explaining that $8.2 million was the cost "just to leave it as a warehouse, this is just addressing the structural challenges and deficiencies [to] bring that structure up to code"), and therefore met the standard of showing that preservation of that structure was not economically feasible.

127. The City Council complied with all requirements of the Missouri Sunshine Law, § 610.010 *et seq.*, RSMo., in placing the decision to appeal on an agenda for a public meeting, holding public debate on the decision, and voting to authorize the filing of an appeal.

128. The duly authorized appeal was filed with the City Clerk on February 4, 2026, which was within ten (10) days of the date of the decision of the HLPARB.

129. The City Council conducted its hearing on the appeal on March 17, 2026, which was within forty-five (45) days of the date of the filing of the notice of appeal with the City Clerk.

130. At its March 17 hearing, the Council heard testimony and received evidence from the Applicant, the Community Development Department and the City's Director of Engineering, and members of the public.

The City is an adjoining property owner.

131. The City owns in fee simple the property 500 Main Street, Parcel ID 6-009A-D603-00-000P.0000000, legal description "American Car Foundry Lot P."

132. 500 Main Street is an adjoining property to 900 Main Street (Building 90). 500 Main Street and 900 Main Street (Building 90) directly touch, are contiguous, and share a common boundary.

133. The following photograph depicts the parcel that is 500 Main Street outlined in teal:



134. Applicant conceded that the City is an adjoining property owner and owns the property in fee simple. The fact that the property, 500 Main Street, may in the future become a road does not make that property ineligible to be the basis of an appeal.

The City Council was properly authorized to appeal Landmarks' determination.

135. Because the City is an adjoining property owner to Building 90, it was properly authorized to appeal Landmarks' decision in Case D-2025-20.

136. Pursuant to the City Charter and state law, "The City shall have all powers which the General Assembly of the State of Missouri has authority to confer upon any City, provided such powers are consistent with the Constitution of this State and are not limited or denied either by this charter or by statute. The City shall, in addition to its home rule powers, have all powers conferred by law." City of St. Charles Charter, Art. II, § 2.1.

137. The City has the power to own real property and to, among other things, file an appeal in those instances in which an individual property owner would be entitled to do so.

138. The City Council has the power to file an appeal on behalf of the City based on its ownership of property. *See* City of St. Charles Charter, Art. III, § 3.1 ("Except as this charter provides otherwise, all powers of the City shall be vested in the City council. The council shall provide for the exercise of these powers and for the performance of all duties and obligations imposed on the City by law.")

139. The appeal by the City Council of Landmarks Decision D-2025-20 was authorized by the City's Charter.

140. Appellant maintains that the City Council was not authorized to file an appeal, but acknowledged that the Community Development Staff "absolutely" could have brought this appeal on the City's behalf. Assuming, *arguendo,* that he is correct, the appeal was still proper: Community Development Director Zach Tusinger filed the "City's formal notice" of "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" with the City Clerk. In that circumstance, then, the Council's authorization of an appeal on February 3, 2026 was, at most superfluous.

141. Once a valid appeal was filed, the identity of the appellant is not relevant; the Council was required to "apply the guidelines, standards and criteria specified in this Article or incorporated therein by reference," just as HLPARB was tasked with doing initially, to determine whether the requirements for issuance of a certificate of demolition or removal were met.

HLPARB did not lawfully authorize demolition of Building 90 because it did not determine that "preservation of the structure is not technologically and economically feasible."

142. Section 400.1190.D.2 provides that, "All decisions or actions of the HLPARB shall be made by a majority vote of those members present at any meeting where a quorum exists; except that in those cases where the applicant seeks authorization to demolish a building or structure, the *affirmative vote of five (5) members of HLPARB is required*" (emphasis added).

143. In determining "whether the preservation of the structure is technologically and economically feasible," § 400.1280.G., the HLPARB made a "motion to find the preservation of Building 90 at 900 Main Street to be technologically and economically feasible," and the resulting vote was one "yea" vote in favor (Beucke) and five "nay" votes opposed (Ryan, Settle, Donnelly, Tennyson, S. Hollander), so the motion failed. However, *failure* to decide that the preservation of the structure *is* technologically and economically feasible is not the same as an affirmative decision

that "preservation of the structure is *not* technologically and economically feasible."[8] In other words, when the motion failed, Landmarks made **no** finding about the technological or economic feasibility of preservation of the structure. "Voting down a motion or resolution that would express a particular opinion is not the same as adopting a motion expressing the opposite opinion, since—if the motion is voted down—neither opinion has been expressed." Henry M. Robert III et al., *Robert's Rules of Order Newly Revised* § 10:12 (12th ed. 2020).

144. Here, the legal question before the HLPARB was not simply whether they wanted to "approve demolition" in the abstract. Rather, the Board could approve demolition only if it first made the required predicate finding that preservation of the structure is not technologically or economically feasible. The motion framed instead to "find the preservation of Building 90 at 900 Main Street to be technologically and economically feasible," asked the Board to vote on the opposite proposition; defeat of that motion did not create an affirmative Board finding that preservation of the structure was not feasible, as was required.

145. Instead, HLPARB should have considered a motion as provided in Section 400.1280.I: "if the HLPARB finds that: . . . It is *not* technologically or economically feasible to preserve the structure, then the HLPARB shall issue a certificate of demolition or removal" (emphasis added) In structuring the motion and vote in this way, if five or more members of Landmarks had voted in favor, the certificate of demolition or removal must issue. If, on the other hand, there were any other outcome of the vote (including four votes in favor and two votes opposed, or one vote in favor and five votes opposed), the certificate of demolition or removal would not issue.

146. For this reason, there was not "the affirmative vote of five (5) members of HLPARB" as was required "where the applicant seeks authorization to demolish a building or structure," § 400.1190.D.2, and Landmarks did not validly authorize demolition of Building 90.

Preservation of the structure is technologically and economically feasible.

147. Under the Code, the proper inquiry is "whether the preservation of the structure is technologically and economically feasible," which examines whether there is an actual or potential economically beneficial use of the structure if it is preserved—not whether a developer's preferred use of a structure is technologically or economically feasible.

148. The evidence that the Applicant presented related to the value of the structure—an estimated market value "as is" is of $1,785,000.00, while the estimated market value for the structure after removal was $535,000.00—if anything, shows that the structure has significant economic value as it exists now as compared to if it were demolished, and this justifies preservation of the structure. However, the appraisal provided is a restricted appraisal report, and contains no discussions of the underlying data, reasoning, or analytical methods used to assess the value of the property, so the appraisal values have little probative value in determining the economic feasibility of preservation of the structure.

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[8] Had five or more members of Landmarks affirmatively voted to "find the preservation of Building 90 at 900 Main Street to be technologically and economically feasible," then the Application would have been properly denied.

149. Similarly, the cost estimates for "partial renovation" prepared by the developer are too general and vague to support a conclusion that preservation of the structure is not economically feasible. Furthermore, the estimate was prepared by the developer for this project, and is therefore less persuasive than if it had been provided by a "registered professional architect or engineer, architectural conservator, developer, real estate consultant, appraiser or licensed building contractor experienced in rehabilitation" that was not directly involved and financially interested in this particular development.

150. There are no improvements or renovations that are required for the structure to be preserved; the current tenant has a business license and liquor license to operate in Building 90 lawfully.

151. The evidence from the Applicant about the current lease and the tenant's desire to extend the lease is the most powerful evidence that "the preservation of the structure is technologically and economically feasible": without any improvements or renovation, the building is already sufficiently preserved such that a tenant wishes to continue using it for at least six additional years, until 2032, and perhaps through 2037.

152. Many applications to Landmarks for demolition are for buildings that are unfit for habitation or for any use, so it may not be technologically possible—much less technologically and economically feasible—to improve the structure such that it could be preserved. Such is not the situation here because "the subject building as it sits is structurally sound" and, even according to the Applicant's report, is "adequate for continued use with the recommended maintenance measures incorporated."[9]

153. A finding that preservation is technologically and economically feasible does not require a finding that preservation is optimal for the developer, maximally profitable, or fully compatible with the most ambitious redevelopment concept. Here, the evidence that the structure is currently structurally sound and currently economically productive is highly probative because it demonstrates that preservation is not merely theoretical; it is already occurring in real time. The building is standing, functioning, and generating economic use. That is powerful evidence that preservation is both technologically and economically feasible.

154. Applicant's arguments—including that it is not feasible to renovate Building 90 to include sufficient residential density to make their preferred development profitable, that they could not get financing or insurance for their preferred development without demolishing Building 90, or that their preferred development is the "highest and best use" of the property—are all red herrings that ignore the one standard that matters, which is "whether the preservation of the structure is technologically and economically feasible."

155. The Applicant has attempted to argue that demolition of Building 90 is necessary because it is in the floodplain (". . .the team has worked with the community to make sure there is

[9] Notably, the "recommended maintenance measures" for Building 90 are merely recommended, not required, for preservation of the structure. Furthermore, there is absolutely no evidence that suggests that any maintenance measures needed for "preservation of the structure" would be "not technologically or economically feasible."

a factual understanding of the need for the demolition of Building 90 and a portion of 91A, due to the floodplain."). Not so. If the building continues to be a Contributing Resource within a historic district, the structure is exempt from elevation standards as long as the improvements do not affect the contributing nature of the structure. 44 CFR § 59.1; 44 CFR 44; CFR § 60.3(d)(1); §§ 410.020, 410.110.B.1.b. In other words, there is no requirement that Building 90 be elevated under federal law or the City Code unless an alteration to structure would preclude the structure's continued designation as a historic structure. While it is true that any replacement structure constructed after demolition would be required to comply with applicable floodplain standards, the Applicant cannot rely on regulatory requirements triggered only by its own proposed demolition to prove that demolition is necessary in the first place.

156. In addition to meeting the required standard that the preservation of the structure is technologically and economically feasible, there was also credible evidence that the structure in its current state is being used as a meaningful economic contributor to the community and to tourism within the City. Specifically, a nearby business owner credibly testified that she has "tons of shoppers" who come to her business because they are here for events at Building 90, and Mr. Durham addressed her comments specifically and said, "I don't disagree with anything [she] said."

157. The Applicant's assertions that their proposed development implements and makes a reality the Frenchtown Great Streets Plan and "honors the wishes of the City and their master plan" are incorrect. The City's Frenchtown Great Streets Plan, which was adopted by City Council in 2020, shows the original portion of Building 90 remaining, and the City's Comprehensive Plan: Guiding STC, adopted by the City Council in 2026, lists as one of its action items, "Promote enhancement, preservation, and redevelopment in Frenchtown, in accordance with the Frenchtown Great Streets Plan." Preservation of Building 90 best complies with the City's formally adopted vision for the future of the City.

158. A careful reading of the standard governing demolition of a historic structure in the City of St. Charles is essential. Under the Applicant's theory, the outcome would rest entirely within a developer's control: a developer could propose a project so radically different from the existing historic structure—whether a far larger building, a highly engineered modern facility, or some other exceptionally complex and expensive redevelopment concept—that preservation would predictably become incompatible with that proposal. If that were the test, then virtually any historic structure in St. Charles could be made "not feasible" to preserve simply by imagining a redevelopment ambitious enough to render preservation inconvenient or costly. That interpretation would strip the ordinance of meaningful effect and set a dangerous precedent under which demolition could be justified not by the condition or feasibility of preserving the historic structure itself, but by the scale and expense of a developer's chosen vision. And then, of course, once a structure is demolished, then the actual development could be vastly different from the one that was proposed to justify demolition. Landmarks, the City, and the community would then have no recourse, because the historic structure would already be gone. Such an interpretation cannot be sustained because it would cause absurd results and is antithetical to the purpose of the historic districts and historic preservation generally.

159. Having considered each of the required criteria and information listed in Section 400.1280.G, the Council determines that the preservation of the structure is technologically and economically feasible for all of the reasons explained herein.

160. Because there is competent evidence that the preservation of the structure is technologically and economically feasible, a certificate of demolition or removal cannot lawfully be issued pursuant to the Ordinances of the City of St. Charles.

DECISION AND ORDER

On this 7th day of April, 2026, pursuant to Section 400.1310.B, the St. Charles City Council hereby:

1. Reverses the decision of the Historic Landmarks Preservation and Architectural Review Board to issue a certificate of demolition for Building 90 in Case Number D-2025-020; and

2. Determines that the preservation of the structure is technologically and economically feasible, and therefore denies the Applicant's application for a certificate of demolition or removal; and

3. Directs the City Clerk to send a copy of these Findings of Fact to the Applicant via e-mail and certified mail and to the Department of Community Development via e-mail.

_____ _____

Date Passed Michael Galba, Presiding Officer

Attest:

_____

Kimberly Hudson, City Clerk

Certificate of Service

The undersigned certifies that on this ___ day of April, 2026, she mailed a certified copy of these Findings of Fact and Conclusions of Law to Bax Engineering, 221 Point West Boulevard, St. Charles, MO 63301 and sent a copy via e-mail to jsimmons@baxengineering.com and john.boyer@stcharlescitymo.gov.

_____

Kimberly Hudson, City Clerk

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 4/7/2026
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☑ Ordinance ☐

Bill # N/A

Request for Council Action

Ward(s): All **Sponsor(s):** Michael Galba

Description:
A resolution authorizing an amendment to the City of St. Charles, Missouri's Title VI Plan

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

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

Summary:

The federal government and the State of Missouri (MoDOT) require recipients of federal funds for certain Public Works projects and transit operations to have a Title VI Plan (hereinafter, the "Plan") to encourage public participation and inclusiveness and to prohibit discrimination. The City adopted its Plan by Resolution 12-38, and subsequently amended the Plan by Resolutions R14-36, R15-056, R18-034, R18-50, and R23-01.

The City is required to perform a compliance review of the Plan every three years to determine if Plan changes are necessary. This review includes obtaining current demographic data from the U.S. Census Bureau. The compliance review and data indicate that no major substantive changes are warranted to the Plan at this time. The Plan updates include the revisions to the census data and revisions to information regarding local translation providers and their pricing.

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

Fiscal Impact: _____ **N/A** ☐ _____

Account #: _____

_____

_____

Project #: _____

RCA prepared by: CR Dept. Dir. CP Finance Dir. NA Dir. of Admin. CJ

MoDOT

105 West Capitol Avenue
P.O. Box 270
Jefferson City, Missouri 65102

Missouri Department of Transportation
Ed Hassinger, P.E., Director

1.888.ASK MODOT (275.6636)

April 2, 2026

Samuel Thomas
City of St Charles MO
200 North Second Street
St. Charles, Missouri 63301

Re: 2026 Title VI Program – City of St Charles

Dear Samuel,

MoDOT's Business Development & Compliance Division has reviewed the City of St Charles 2026 Title VI Program. The Title VI Program has been approved on April 2, 2026. The Program will expire on April 2, 2029. Please keep a copy of this letter and approved Title VI Program for your records.

The FTA requires subrecipients to make the following vital documents available on their website:

1. Title VI Notice to the Public;
2. Title VI Complaint Procedures; and
3. Title VI Complaint Form.

Once the above items are made available on your agency's website, please confirm the same with MoDOT by contacting Laura Bouslaugh at laura.bouslaugh@modot.mo.gov.

If you have any questions, please do not hesitate to me.

Sincerely,

Laura Bouslaugh

Laura M. Bouslaugh
Sr. Contract Monitoring Specialist
Missouri Department of Transportation

Resolution No. _____

Sponsor: Michael Galba

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE CITY OF ST. CHARLES, MISSOURI'S TITLE VI PLAN

WHEREAS, the Federal Government requires agencies that are recipients or sub-recipients of federal funds to enact and implement formal policies and procedures that encourage and ensure public participation and inclusiveness and prohibit discrimination; and

WHEREAS, as a municipality in the State of Missouri, the City of St. Charles is an occasional recipient of federal funding for local use; and

WHEREAS, the City enacted and implemented a written Title VI Plan by Resolution R12-38 and subsequently amended the Plan by Resolutions R14-36, R15-056, R18-034, R18-050, R23-01; and

WHEREAS, the City has undertaken an internal Civil Rights Compliance Review, reviewed demographic data, determined that the Limited English Proficiency Population has not increased measurably and concluded that substantive changes to the City's Title VI Plan are not warranted at this time; and

WHEREAS, the City desires to amend its Title VI Plan by updating website & contact information throughout, by updating a demographic data chart beginning on Page 11, by updating Appendix F, Public Involvement Plan, to include up-to-date data from the United States Census Bureau, and by updating Appendix H, Estimated Costs of Translation Services, to include current pricing for various translation services and providers.

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

SECTION 1. An amendment to the Title VI Plan is approved. The Amended Title VI Plan shall be substantially the same in form and content as attached hereto as Exhibit A. The Mayor and City Clerk are authorized to execute all documents necessary to carry out the intent of this Resolution, including the Title VI Assurances found in Appendix B of the attached Title VI Plan.

SECTION 2. This Resolution shall be in full force and effect from and after its passage by the City Council.

Resolution No. _____

Date Passed	Michael Galba, Presiding Officer
Date Approved by Mayor	Daniel J. Borgmeyer, Mayor
Approved as to Legal Form:	Attest:
Holly Magdziarz, City Attorney Date	Kimberly Hudson, City Clerk

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City of St. Charles, Missouri

Title VI Plan

Adopted by the City Council of the City of St. Charles on December 19, 2012 by Resolution #12-38.

Amended by the City Council of the City of St. Charles on:
12/16/2014 by Resolution #R14-36;
12/17/2015 by Resolution #R15-056;
7/5/2018 by Resolution #R18-034;
2/7/2023 by Resolution #R23-001; and
4/__/2026 by Resolution #R26-_____

EXHIBIT A

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Introduction

The City of St. Charles, Missouri (hereinafter, "the City") is dedicated to an inclusive planning process that allows all citizens affected by the City's activities to have a voice. As a municipality in the State of Missouri, the City receives federal funding for local use. Effective planning with the use of federal funding for the benefit of the entire region requires that the City be as inclusive as possible to serve the widest range of citizens who reside in the City.

Legal Authorities

Federal law also requires that the City have policies and procedures in place to ensure that all citizens are included in City activities and that anyone who believes they have been discriminated against may file a complaint and have their complaint reviewed and answered. The federal regulatory authority for non-discrimination originates in three areas: Title VI of the Civil Rights Act of 1964; the Americans with Disabilities Act of 1990 and Executive Order 13166 related to citizens with limited English proficiency. All three are illustrated more fully below.[1]

"It has been The Federal Highway Administration's (FHWA's) and the Federal Transit Administration's (FTA's) longstanding policy to actively ensure nondiscrimination under **Title VI of the 1964 Civil Rights Act** in federally funded activities. Under Title VI and related statutes, each Federal agency is required to ensure that no person is excluded from participation in, denied the benefit of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, gender, or national origin. The Civil Rights Restoration Act of 1987 clarified the intent of Title VI to include all programs and activities of Federal-aid recipients, sub-recipients and contractors whether those programs and activities are federally funded or not." (Source: United States Department of Transportation)

The **Americans with Disabilities Act of 1990** (ADA) prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation. It also mandates the establishment of TDD/telephone relay services. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability. An individual with a disability is defined by the ADA as a person who has a physical or mental impairment that substantially limits one or more major life activities, a person who has a history or record of such impairment, or a person who is perceived by others as having such impairment. (Source: www.ADA.gov)

On August 11, 2000, the President signed **Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency".** On July 14, 2025, the President signed **Executive Order 14,224, "Designating English as the Official Language of the United States of America."** Executive Order 14,224 revoked Executive Order 13166, which had required Federal agencies to examine the services they provide, identify any need for services to those with

[1] A listing of all relevant statutes and Executive Orders covered by this policy pertaining to the business of the City is contained in Appendix A.

limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to federally conducted and federally assisted programs. It is expected that City and program plans, as stipulated by the Executive Order 13166, will be continued in order to provide for such meaningful access consistent with, and without unduly burdening, the fundamental mission of the City. The U.S. Department of Justice's Policy Guidance Document, "Enforcement of Title VI of the Civil Rights Act of 1964 -National Origin Discrimination Against Persons With Limited English Proficiency" (LEP Guidance) sets forth the compliance standards that recipients of Federal financial assistance must follow to ensure that their programs and activities normally provided in English are accessible to LEP persons and thus do not discriminate on the basis of national origin in violation of Title VI's prohibition against national origin discrimination. (Source: www.lep.gov)

Title VI - Policy Statement

The City assures that no person shall, on the grounds of race, color, national origin, or gender, as provided by Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 (PL 100.259) (Title VI), or because of a disability, as provided by the Americans with Disabilities Act (ADA), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not. The City includes Title VI and ADA language in all written agreements with subrecipients, contractors and consultants and will monitor programs and activities for compliance.

Organization of Title VI Responsibilities

The Director of Administration of the City is responsible for implementation of the City's Title VI Program. As the Title VI Coordinator, the Director of Administration is responsible for initiating and monitoring Title VI and ADA activities, collecting information and documentation from staff regarding Title VI compliance, preparing required reports, and other responsibilities as required and described in this plan. The Title VI Coordinator works with staff to ensure all are aware of the Title VI requirements and that the requirements are incorporated into the planning efforts, as described more fully in this plan.

Title VI Notification

In compliance with 49 CFR Section 21.9(d), the City and subrecipients provide information to the public regarding Title VI obligations and apprise members of the public of the protections against discrimination afforded to them by Title VI. The City fulfills this compliance through the following actions:

1. The City posts its policy statement regarding Title VI on its website (Title VI Plan & ADA Compliance) along with the complaint procedure and Title VI and LEP brochures.
2. East-West Gateway Council of Governments (EWGCOG) has developed the following brochures which have been adapted for the City of St. Charles and are available in print outside of the City Clerk's Office in City Hall and on the City's website, and also on the EWGCOG website, www.ewgateway.org/library-post/title-vi-brochures-informational-cards/:

- Your Rights Under Title VI of the Civil Rights Act of 1964
- Commitment to Limited English Proficiency (LEP) Persons
- Environmental Justice -What it Means
- Americans with Disabilities Act (ADA)

3. The City inserts the preferred, or abbreviated, "Notice to the Public" (See Appendix C) in all significant publications that are distributed to the public. The notice is also posted outside of the City Clerk's Office in City Hall.

Resolving Complaints

This complaint procedure is for any person who believes that he or she, on the basis of race, color, national origin, gender, or disability has been excluded from or denied the benefits of, or subjected to discrimination by the City in relation to any program or activity administered by the City or its subrecipients, consultants, or contractors. This complaint procedure applies to matters related to Title VI, ADA or LEP.

These procedures do not deny the right of the complainant to file formal complaints with other state or federal agencies, or to seek private counsel for complaints alleging discrimination. These procedures are part of an administrative process that does not provide for remedies that include punitive damages or compensatory remuneration for the complainant. Every effort will be made to obtain early resolution of complaints. The option of informal mediation meeting(s) between the affected parties and the Title VI Coordinator may be used for resolution, at any stage of the process. The Title VI Coordinator will make every effort to pursue a timely resolution to the complaint. Initial interviews with the complainant and the respondent, if applicable, will request information regarding specifically requested relief and settlement opportunities. A copy of the complaint form is provided as Appendix E.

Complaint Procedure

1. **Submission of Complaint.** Any individual or group may file a written complaint with The City's Title VI Coordinator. The mailing address and contact information follows:

   City of St. Charles, Missouri
   Director of Administration/Title VI Coordinator
   200 North Second Street
   St. Charles, Missouri 63301
   Telephone: (636) 949-3262
   Fax: (636) 949-3267

   The complaint must be filed within one hundred eighty (180) calendar days after the date the discrimination occurred. A complaint form is available in hard copy from the Title VI Coordinator. Upon request, assistance will be provided to any person(s) unable to read or write English or who requires a form in an alternative format due to a disability. Persons who are deaf or hard of hearing may contact the City through Relay Missouri (TTY).

The complaint form must be as complete as possible and must meet the following requirements:

a. Complaint shall be in writing and signed by the complainant(s).
b. Include the date of the alleged act of discrimination.
c. Present a detailed description of the issues.
d. Allegations received by fax or e-mail will be acknowledged and processed, once the identity(ies) of the complainant(s) and the intent to proceed with the complaint have been established.
e. Allegations received by telephone will be reduced to writing and provided to the complainant for confirmation or revision before processing. A complaint form will be forwarded to the complainant for him/her to complete, sign, and returned for processing.

Complainants have the right to complain directly to the appropriate federal agency as well. Complainants have 180 days to file a complaint with the appropriate federal agency.

2. **Receipt of Complaint.** Within fifteen (15) days after receiving a complaint, the Title VI Coordinator will a) forward a copy of the complaint to the Missouri Department of Transportation, or the appropriate, designated federal agency related to the complaint, if required and b) send a written acknowledgement to the complainant advising that the complaint will be investigated.

In order to be accepted, a complaint must involve a covered basis such as race, color, national origin, gender, disability, or retaliation. The allegation(s) must also involve a program or activity administered by the City of St. Charles or, where applicable, one of the City's Federal-aid subrecipient(s), consultants or contractors, or, in the case of ADA allegations, an entity open to the public. A complaint may be dismissed for the following reasons:

a. The complainant requests the withdrawal of the complaint.
b. The complainant fails to respond to repeated requests for additional information needed to process the complaint.
c. The complainant cannot be located after reasonable attempts.

Once the complaint is accepted, the Title VI Coordinator will log it in a database identifying the following: complainant's name, basis, alleged harm, race, color and national origin of the complainant. Intimidation or retaliation of any kind is prohibited by law.

3. **Referral to Review Officer.** The Title VI Coordinator in consultation with the Mayor will appoint one or more individuals to investigate the complaint. The investigating individuals will complete the review within forty-five (45) days after the City received the complaint and will make a recommendation about the merits of the complaint and, if necessary, what steps will be taken to address the complaint.

4. **Complaint Decision.** The individuals appointed to investigate the complaint will forward the recommendation to the Mayor for review and concurrence. If the Mayor concurs, the City will issue a response to the complainant(s) and any respondent(s), if applicable. (A respondent may be any subrecipient, consultant or contractor named in the complaint.)

5. **Requests for Reconsideration.** If the complainant disagrees with the response, he or she may request reconsideration by submitting a request within fifteen (15) days after receipt of the response. Any affected party may submit information and/or documentation in writing to the Title VI Coordinator in support of their request for reconsideration of the recommendation. Upon review of the additional information and documentation, the Title VI Coordinator and the Mayor will have thirty (30) days to either reaffirm or reverse the original recommendation and provide written notice to the complainant and respondent. If neither party requests reconsideration, the recommendation becomes final.

6. **Settlement**. If the final recommendation or reconsideration supports the allegation(s), the Title VI Coordinator will attempt to negotiate an amicable settlement of the issues in dispute. Formal, written settlement agreements will require the review of the City Attorney prior to execution and will require the signatures of the parties, the Title VI Coordinator, and the Mayor.

7. **Submission of Complaint to the State of Missouri Department of Transportation, the Federal Highways Administration or the Federal Transit Administration or other appropriate federal agency.** If the complainant is dissatisfied with the City's resolution of the complaint, he or she may also submit a written complaint to the state or appropriate federal agency in accordance with the requirements of the state or federal agency.

NOTE: Complaints must be filed with federal agencies no later than 180 days after the alleged discrimination occurred. Prompt action after receiving The City's final response is necessary to ensure review by state or federal agencies.

MoDOT Business Development and Compliance Division, Title VI Coordinator, 1617 Missouri Blvd., Jefferson City, MO 65109

Civil Rights Officer, Region VII Federal Transit Administration, Office of Civil Rights, 901 Locust Street, Room 404, Kansas City, MO 64106, Main: (816) 329-3920 Fax: (816)329-3921

Federal Highway Administration, Office of Civil Rights, 1200 New Jersey Ave., S.E. 8th Floor E81-314 Washington, DC 20590

Federal Transit Administration, Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor -TCR, 1200 New Jersey Ave., S.E. Washington, DC 20590

Title VI Coordinator, Office of Civil Rights and Civil Liberties, U.S. Department of Homeland Security Mail Stop 0800 Washington, DC 20520

For appropriate agency for ADA complaints go to http://ada.gov/file-a-complaint/ or call the ADA information line at 800 -514 -0301 (voice) or 1-833-610-1264 (TTY), or http://modot.org/file-complaint-americans-disabilities-ada

1. **Confidentiality.** To the extent feasible and allowed by law, confidentiality shall be maintained during the formal and informal investigation process.

2. **Investigation records.** Records will be maintained in accordance to applicable Federal guidelines, or in their absence, applicable state guidelines.

Monitoring of Subrecipients, Consultants and Contractors for Title VI Compliance (Where Applicable)

The Title VI Coordinator in conjunction with the Department Director managing the project involving Federal Funds monitors subrecipients of Federal Funds, consultants and contractors for compliance with Title VI as described below:

1. Provides Title VI compliance requirements to subrecipients, consultants and contractors as part of the contracting process.
2. Conducts a desk review for Title VI compliance of Federal Fund subrecipients, consultants and contractors using a Title VI Compliance Questionnaire, if available.
3. Reviews the completed questionnaire from the Federal Fund subrecipient, consultant or contractor for evidence of adequate procedures to ensure compliance with the Title VI provisions in the agreement.
4. If a Federal Fund subrecipient, consultant or contractor is not in compliance with Title VI, the Title VI Coordinator and assigned staff may work with the subrecipient, consultant or contractor to correct the deficiency. This may include providing technical assistance and guidance available from the City staff. If the subrecipient, consultant or contractor does not correct the deficiency the Title VI Coordinator may take corrective action or implement other remedies as provided in the executed agreement.

Title VI Investigations, Complaints or Lawsuits

The City maintains a list of complaints filed alleging discrimination on the basis of race, color, national origin, sex, age, disability or religion. This list shall include the date the investigation, lawsuit or complaint was filed; a summary of the allegation(s); the status of the investigation, lawsuit or complaint; and actions taken in response to the investigation, lawsuit or complaint. The Title VI Coordinator maintains these files.

Compliance Reviews

The City will undertake a civil rights compliance review at least every three years.

Construction Projects

The City anticipates undertaking multiple construction projects during the reporting period.

City Planning Process

The City receives federal funds to develop plans and programs and to coordinate technical and policy studies on transportation and other programs. The primary planning products of the City are the Capital Improvement Program (CIP), which is updated annually, the Comprehensive Master Plan, which is updated every 5-10 years, and specialized plans and studies focused on specific areas or assets of the City.

General Title VI Regulation Considerations

Consideration of Title VI regulations are made throughout the City's planning and programming activities, including the following:

***1. Demographic Profile**:* The U.S. Census Bureau maintains statistical data on race, color, national origin, language spoken, income level, persons with disabilities and sex of the population in the City's corporate limits (see Appendix D). This information is used throughout the City's program areas and processes to inform research conducted by the City, recommendations to various Boards and Commissions and planning decisions. The City regularly accesses the Census Bureau's American Community Survey (ACS). The ACS is updated annually and serves as the most useful tool to City planners to monitor changes in the population and if strategies need to be adjusted in order to serve any new or growing populations.

2. Identifying the Needs of Low-income and Minority Populations: The City's planning process identifies the needs of low-income and minority populations primarily through public engagement efforts and a data driven analytical process.

a. *Public Engagement:* The City's Public Involvement Plan (See Appendix F) is designed to ensure a regional public involvement process that is proactive in providing complete information, timely public notice, diverse techniques, full public access to key decisions and continual involvement in the development of City plans and programs. The City's public engagement efforts are specific to each plan or program developed but are designed to elicit comment and create discussion of issues and challenges facing the region's citizens. The public engagement process includes measures to target the entire community and to provide accessible opportunities for all people to be involved in the process and express their needs.

b. *Analytical Process:* The City's planning process may include collecting, mapping and analyzing data that identifies the needs of low-income and minority populations. Through this analysis City planners may be able to identify where more investment is needed to better serve the population of the region, including the low-income and minority populations. City staff may make recommendations to the City Council regarding further research and transportation investment decisions based on these analyses.

On the whole, a transportation system should offer various travel modes, travel time and cost options to accommodate diverse user preferences and contribute to improved access. Further, the City recognizes that low-income, minority and other underserved populations would endure an unfair burden if their needs are not considered as part of the transportation planning process. The City incorporates Title VI considerations into its major programs and processes including the

following:

Program Specific Title VI Considerations

- *Transportation Plan* - The City reviews its long-range transportation plan (LRTP) every two years. The transportation plan sets forth a planning framework to guide decision-making regarding the growth and development of the City. Many factors, including social-economic, are incorporated into an evaluation framework to determine what projects will be funded over the planning period. The City's LRTP is discussed at meetings advertised and open to the general public and may also be placed on the City website or other means of dissemination and public comment.

- *Public Involvement* – This element represents an ongoing commitment to create an objective, informed, trusting, and open partnership with neighboring local governments, public agencies, the private sector, and the citizens of the City. Obtaining public input and comment is essential to the creation of comprehensive plans. Public involvement includes added emphasis on outreach to underserved and hard to reach populations and employment of new techniques to reach citizens who rely less on traditional outlets for information.

Inclusive Public Participation

A plan for Public Outreach and Involvement Activities is provided in Appendix F.

Limited English Proficiency

The City promotes a positive and cooperative understanding of the importance of language access to federally conducted and federally assisted programs.

While most individuals in the United States read, write, speak and understand English, there are many individuals whose primary language is not English. Individuals who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English are considered by federal law to be limited English proficient, or "LEP." This language barrier may prevent individuals from accessing services and benefits and they may be entitled to language assistance with respect to a particular type or service, benefit, or encounter.

Federal law requires that people who are LEP have meaningful access to federally conducted and federally funded programs and activities. Moreover, federal agencies are required to ensure that recipients of federal financial assistance, like the City, provide meaningful access to their LEP constituencies.

Two federal documents provide the foundation for the development of the LEP plan: Title VI of the Civil Rights Act of 1964, and Executive Order 13166 "Improving Access to Services for Persons with Limited English Proficiency," signed in 2000. Title VI stipulates that agencies should take reasonable actions to provide language assistance. Executive Order 13166 requires agencies to examine the services provided and develop and implement a system by which LEP persons can meaningfully access those services. While Executive Order 13166 was revoked by Executive Order 14,224, the City will continue with policies to make available language assistance for LEP persons.

The City is mindful of the LEP population in the region and the areas with a higher concentration of the population. The City is prepared to meet any language need that arises and respond appropriately to any requests that are made for language assistance. As described in more detail below, the City will provide language identification cards at public meetings and is ready to provide oral and written translation of documents when sufficient notice in advance is provided.

Four-Factor Analysis

The City wants to ensure that strategies are in place to involve those individuals in the community who may have a harder time participating in activities due to a language barrier. Executive Order 13166 describes the four-factor analysis recommended by the U.S. Department of Transportation to determine the level and extent of language assistance measures the City must undertake to ensure meaningful access to the City's programs, activities, and services. The City will assess and update the following four-factor analysis as needed but in no event later than every three years:

- The number or proportion of LEP persons eligible to be served or likely to be encountered by the City.
- The frequency with which LEP persons using a particular language come into contact with the City.
- The nature and importance of the City programs, activities or services to the person's life.
- Availability of the City's resources and the cost of providing meaningful access. Reasonable steps may cease to be reasonable where the costs substantially exceed the benefits.

Factor 1. LEP Population (Number and Proportion)

The City, through its Community Development Department, will complete a demographic analysis of the LEP population in the City. The source of the data will be the U.S. Census Bureau.

1. The number and proportion of LEP persons eligible to be served or likely to be encountered in the service area:

A significant majority of people in the City's service area are proficient in the English language. Based on the 2024 American Community Survey 5-Year Estimates (Census data C16001) approximately **2.6%** of the total population in the City, five years of age and older, speak English "less than very well"– a definition of limited English proficiency.

Population 5 years and over by language spoken at home and ability to speak English	Service Area Total	Estimate of Specified Language Speakers	Percentage of Specified Language Speakers
Total Population 5 Years and Over	68,385		100.0%
Speak only English		62,605	91.2%
Spanish	2,812		
Speak English "very well"		1,742	61.9%
Speak English "less than very well"		1,070	38.1%
French, Haitian, or Cajun	116		
Speak English "very well"		86	74.1%
Speak English less than "very well"		30	25.9%
German or other West Germanic languages	135		
Speak English "very well"		128	94.8%
Speak English less than "very well"		7	5.2%
Russian, Polish, or other Slavic languages	355		
Speak English "very well"		266	74.9%
Speak English less than "very well"		89	25.1%
Other Indo-European Languages	551		
Speak English "very well"		487	88.4%
Speak English "less than very well"		64	11.6.%
Korean	209		
Speak English "very well"		166	79.4%
Speak English less than "very well"		43	20.6%
Chinese (incl. Mandarin, Cantonese)	47		
Speak English "very well"		47	100.0%
Speak English less than "very well"		0	0.0%
Vietnamese	294		
Speak English "very well"		182	61.9%
Speak English less than "very well"		112	38.1%
Tagalog (incl. Filipino)	443		
Speak English "very well"		265	59.8%
Speak English less than "very well"		178	40.2%
Other Asian and Pacific Island languages	581		
Speak English "very well"		474	81.6%
Speak English "less than very well"		107	18.4%
Arabic	166		
Speak English "very well"		154	92.8%
Speak English less than "very well"		12	7.2%
Other and unspecified languages	71		
Speak English "very well"		0	0.0%
Speak English "less than very well"		71	100.0%

Factor 2. Specific Language Contact Frequency

The City is prepared to meet LEP persons' translation needs when they arise provided a minimum of two (2) business day's notice is provided.

Factor 3. Nature and Importance

As the City is responsible for coordinating the local transportation planning process, the City must ensure that all segments of the population, including LEP persons, have the opportunity to be involved in the planning process. The impact of proposed transportation investments on underserved and underrepresented population groups is part of the evaluation process. The City helps ensure LEP persons, as well as other protected classes, are not overlooked in the transportation planning process.

The City's transportation plan sets forth a planning framework to guide decision-making regarding the growth and development of the City. The City is committed to ensuring that its planning projects and activities are accessible to all citizens within the City; therefore, throughout planning processes, staff take appropriate steps to reach the LEP community.

Factor 4. Resources Available to the City and Costs

The City will commit the necessary funding for meaningful and reasonable LEP report and document production.

LEP Implementation

Based on the low number and proportion of LEP persons in the service area and financial considerations, full multi-language translation of significant documents is not warranted. The City will update and review information on the LEP population as needed but in no event later than every three years. The City can take the following low-cost or no-cost proactive steps to provide access to the City's services:

- The following resources are made available at public meetings: (a) "language identification flashcard" sheet that allows an LEP person to identify their spoken language and obtain an "I Speak" card, (b) "Commitment to Limited English Proficiency (LEP) Persons" brochure and (c) "Your Rights Under Title VI" brochure. These resources do not require significant additional costs but provide the benefit of helping staff identify the language of LEP persons they encounter, help in future applications of the four-factor analysis, and encourage LEP persons to self-identify.
- Provided at least two (2) business days notice is given, bi-lingual staff will be called upon on an "as needed" basis and organizations that provide translation and interpreter services from the State of Missouri Cooperative Procurement List will be used when necessary (See Appendix I for estimated costs of these services). The City is prepared to respond to each advanced request and provide reasonable access, which may consist of oral interpretation, electronic translation of document summaries, and full translation of requested documents. Additionally, the City will coordinate with other entities to share translated materials such

as informational notices.

- The City will work with local groups, citizens and businesses who represent or work with LEP persons to identify appropriate strategies and to include those who represent LEP interests at regional decision-making tables, on advisory groups and citizen panels.
- To best serve the LEP population, the City will translate a main outreach tool – Commitment to Limited English Proficiency (LEP) Persons brochure as the need is indicated. This brochure explains how to get more information and further assistance. The City will continue to monitor the LEP translation needs to ensure selection of the correct languages and will change or add a language if needed. The brochures will be available in print for meetings. The translation of the brochures will be a low cost way to communicate the City's commitment to provide access to services to the LEP population.

Staff Training

City Administration will coordinate the following training/update every three years for all City staff:

- Information on the Title VI Policy and LEP options
- Description of language assistance services offered to the public.
- How to handle an LEP request and how to handle a potential LEP complaint (cultural competency)
- Understanding the LEP community in your project area and the planning process for outreach.

All contractors or subcontractors performing work for the City are required to follow the LEP guidelines and are notified of these requirements. See Appendix B, Part A for text that will be included into every contract subject to the Act and Regulations associated with the receipt of Federal Financial Assistance.

Monitoring and Updating the LEP Plan

The City will update the LEP Plan as required. At a minimum, the LEP Plan will be reviewed and updated every three years.

The following will be tracked through staff surveys:

- The number of documented LEP person contacts encountered annually.
- How the needs of LEP persons have been addressed.

The City will track the following, using U.S. Census data and mapping:

- Changes in the LEP population in the City.

City staff will track the following via surveys of LEP persons who use City services:

- Determine whether local language assistance programs have been effective and sufficient to meet their need.
- Analysis of complaints received.
- In conjunction with community partners, periodic assessment of LEP needs and outreach

strategies.

The Title VI Coordinator will track the following:

- The amount of funding spent on LEP resources.
- LEP compliance data for the City and its contractors.

Advisory Bodies

Table Depicting Membership of Committees, Councils, By Race

	Caucasian	Latino	African American	Asian American	Other	Total
Governing Body						
City Council	10					100%
Board, Committees, etcetera*						
Audit Committee (outside CPAs)	3					100%
Board of Adjustment	7					100%
Convention & Visitors Commission (City-appointed members, only)	3					100%
Frenchtown Special Business District Advisory Board	8					100%
Landmarks Board	8					100%
Local Housing Authority	5					100%
Main Street Special Business District Advisory Board	7		1			100%
Parks and Recreation Board	9					100%
Planning & Zoning Commission	8					100%
Senior Citizens Advisory Board	9					100%
Veterans Commission	6	1	1			100%
Task Forces						
Human Services	6		1		1	100%
Sister Cities	5		1			100%
Special Events & Promotions	6		1			100%
Youth Advisory	11		2		1	100%

* Not including City Council liaisons and/or City Staff and only persons appointed by the City

Description of efforts made to encourage minority participation on committees:

- Mayor's Message in monthly City publication to all residents encouraging committee membership and how to apply
- Applications for serving on a Board, Commission, or Committee on the City's website

Appendix A. Legal Authorities

Title VI of the Civil Rights Act of 1964 The Rehabilitation Act of 1973

The Federal-Aid Highway Act of 1973

The Age Discrimination Act of 1975

The Civil Rights Restoration Act of 1987 23 United States Code, Section 140

Executive Order 12250 – U.S. Department of Justice – Leadership and Coordination of Nondiscrimination Laws

Executive Order 12898 -Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (revoked by Executive Order, dated January 21, 2025)

Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency (revoked by Executive Order 14,224, dated March 6, 2025)

Executive Order 14,224 – Designating English as the Official Language of the United States of America

Vietnam Era Veterans' Readjustment Assistance Act of 1974

(The remainder of this page is intentionally left blank.)

Appendix B. Title VI Assurances

The City of St. Charles (hereinafter referred to as the "Recipient"), HEREBY AGREES THAT as a condition to receiving any federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d—42 USC 2000d—4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary Part 21,Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations"), and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives federal financial assistance from the Department of Transportation, including the Federal Highway Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This Assurance is required by Subsection 21.7(a)(1) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances in regard to its programs funded by the U.S. Department of Transportation, including but not limited to, those programs funded under 49 U.S.C. Chapter 53, as amended by SAFETEA-LU:

1. That the Recipient agrees that each "program" and each "facility", as defined in Subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations made in connection with the Federal Aid Highway Program, and in adapted form in all proposals for negotiated agreements: "The City of St. Charles, Missouri, in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d—42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21: Nondiscrimination in Federally Assisted Programs of the Department of Transportation Issued Pursuant to Such Act, hereby notifies all bidders that it will affirmatively ensure that any contract entered pursuant to this advertisement will afford minority business enterprises full opportunity to submit bids in response to this invitation, and will not discriminate on the grounds of race, color, sex, or national origin in consideration for an award."

3. That the Recipient shall insert Part A of this Assurance regarding Title VI assurances, of and Recipients obligations under federal nondiscrimination statutes and regulations in every contract subject to the Act and the Regulations.

4. That the Recipient shall insert, in adapted form if needed, information contained in Part B

of this Assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where the Recipient receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient received federal financial assistance in the form, or for the acquisition of real property, or an interest in real property, the Assurance shall extend rights to space on, over, or under such property.

7. That the Recipient shall include the appropriate clauses, in adapted form if needed, set forth in Part C of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under the Federal Aid Highway Program; and (b) for the construction or use of, or access to space on, over, or under, real property acquired or improved under the Federal Aid Highway Program.

8. That this Assurance obligates the Recipient for the period during which federal financial assistance is extended to the program, or is in the form of personal property, or real property or interest therein or structures or improvements thereon, in which case the Assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.

9. The Recipient shall provide for such methods of administration for the program, as are found by the State Secretary of Transportation or the official to whom s/he delegates specific authority, to give reasonable guarantee that it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial endorsement with regard to any matter arising under the Act, the Regulations, and this Assurance.

THIS ASSURANCE is given in consideration of, and for the purpose of obtaining, any and all federal grants, loans, contracts, property, discounts, or other federal financial assistance extended after the date hereof to the Recipient by the Department of Transportation under the Federal Aid Highway Program and FTA Programs 5307 and 5309 and is binding on it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants in the Federal Aid Highway Program and FTA Programs 5307 and 5309. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the Recipient.

_____ _____

Mayor Daniel J. Borgmeyer Date

ATTEST:

_____

Kimberly Hudson, City Clerk

Part A- Title VI Assurances For Consultants, Contractors, Subcontractors, Suppliers, and Manufacturers

The City of St. Charles will insert and add the following clauses into every contract subject to the Act and Regulations Associated with the receipt of Federal Financial Assistance.

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations.

The contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination.

The contractor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, including Procurement of Materials and Equipment.

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. Information and Reports.

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of St. Charles or the Missouri State Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the City of St. Charles, or the Missouri Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance.

In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the City of St. Charles and the Missouri Department of Transportation shall impose such contract sanctions as it, or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

a) Withholding of payments to the contractor under the contract until the contractor complies, and/or;

b) Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions.

The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as the City of St. Charles or the U.S. Department of Transportation, Federal Highway Administration, may direct as a means of enforcing such provisions including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City of St. Charles enter into such litigation to protect the interests of the City of St. Charles and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Part B

When the City of St. Charles is the recipient of real property, structures or improvements thereon, or interest therein from the United States, the following clauses or clauses substantially similar, shall be included in any and all deeds affecting or recording the transfer of property:

Granting Clause

NOW, THEREFORE, the City of St. Charles, Missouri—as authorized by law will accept title to the lands and maintain the project constructed thereon, in accordance with and in compliance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways; the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with an in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252: 42 USC 2000d to 2000d-4)—does hereby remise, release, quitclaim, and convey unto the City of St. Charles all the right, title, and interest of the Department of Transportation in and to said land described in applicable deed.

Habendum Clause

TO HAVE AND TO HOLD said lands and interests therein unto the City of St. Charles, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the City of St. Charles, its successors, and assigns.

The City of St. Charles, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree, as a covenant running with the land for itself, its successors and assigns, that (1) no person shall, on the grounds of race, color, sex, disability, national origin, age, or religion, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed, and (2) that the City of St. Charles shall use the lands, and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination of Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, (3) that in the event of breach of any of the above mentioned nondiscrimination conditions, the agency shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in, and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.

Part C

The following clauses, or clauses substantially similar, shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by City of St. Charles pursuant to the provisions of Assurance 7(a).

The [grantee, licensee, lessee, etc., as appropriate] for himself or herself, his or her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"], that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (lease, deed, license, etc.) for a purpose for which a Department of Transportation program or activity is extended, or for another purpose involving the provision of similar services or benefits, the [grantee, licensee, lessee] shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended. That in the event of breach of any of the above nondiscrimination covenants, the City of St. Charles shall have the right to terminate the [license, lease, etc.], and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the City of St. Charles pursuant to the provisions of Title VI Assurances, Item 7(b).

The [grantee, licensee, lessee, etc., as appropriate], for himself or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant, and agree [in the case of deeds and leases add "as a covenant running with the land"], that (1) no person, on the grounds of race, color, sex, or national origin, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and furnishing of services thereon, no person on the grounds of race, color, sex, and national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the [grantee, licensee, lessee, etc., as appropriate] shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation— Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. That in the event of breach of any of the above nondiscrimination covenants, the City of St. Charles shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

Appendix C. Notice to the Public

Title VI Notice to the Public

The paragraph below will be inserted in all significant publications that are distributed to the public. The version below is the preferred text, but where space is limited or in publications where cost is an issue, the abbreviated version can be used in its place.

The City of St. Charles, Missouri (hereinafter "the City") hereby gives public notice that it is the policy of the City to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, Executive Order 12898 on Environmental Justice, and related statutes and regulations in all programs and activities. Title VI requires that no person in the United States of America shall, on the grounds of race, color, sex, or national origin, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the City receives federal financial assistance. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with the City. Any such complaint must be in writing and filed with the City's Title VI Coordinator within one hundred eighty (180) days following the date of the alleged discriminatory occurrence. For more information, or to obtain a Title VI Discrimination 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.

Abbreviated Title VI Notice to the Public

The following shortened version of the above paragraph can be used in publications where space or cost is an issue, such as in classified newspaper announcements:

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.

Appendix D. Demographic Profile of the City of St. Charles, Missouri

Demographics

Demographics for the City of St. Charles, Missouri with regard to population, poverty, minority population, disability, elderly population and zero vehicle households among other items may be found on the U.S. Census Bureau's website http://www.census.gov/.

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Appendix E. Title VI Non-Discrimination Complaint Form

Title VI. Non-Discrimination Complaint Form

This form may be used to file a complaint with the City of St. Charles, Missouri pursuant to discrimination laws, rules and regulations, including, but not limited to, Title VI of the Civil Rights Act of 1964, Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" and the Americans with Disabilities Act of 1990.

If you need assistance completing this form, please contact us by telephone at 636-949-3282.

You are welcome to add additional pages if necessary. You are not required to use this form; a signed letter that provides the same information is sufficient to file your complaint.

Complaints of discrimination must be filed within 180 days of the alleged discrimination.

This form MUST be completed by the complainant or the complainant's designated representative.

Complainant's Personal Information:

Complainant Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____(home/work) _____(cell)

Name of person completing this form, if different from above: _____

Your relationship to the complainant indicated above: _____

Alleged Discrimination – Details of Complaint:

I. Identify the entity, department or program that discriminated:

City and/or Department name: _____

Program Name (if applicable): _____
Individual Names (if known): _____

Date alleged discrimination began:

Last or most recent date of alleged discrimination:

II. What is the basis for this complaint?

If your complaint is in regard to discrimination in the delivery of services or discrimination that involved the treatment of you or others by the City or Department indicated above, please indicate below the basis on which you believe these discriminatory actions were taken.

Example: If you believe that you were discriminated against because you are African American, you would mark the box labeled "Race/Color" and write "African American" in the space provided.

Example: If you believe the discrimination occurred because you are female, you would mark the box labeled "Gender" and write "female" in the space provided.

□ Race/Color _____ □ Religion _____

□ National Origin _____ □ Age _____

□ Gender _____ □ Disability _____

III. Explain what happened:

Please explain as clearly as possible what happened. Provide the name(s) of witnesses, fellow employees, supervisors, others involved in the alleged discrimination. Please include all information that you feel is relevant to the investigation. (Attach additional sheets if necessary and provide a copy of any written materials pertaining to your complaint.)

IV. How can this/these issue(s) be resolved to your satisfaction?

_____
_____
_____
_____
_____
_____
_____
_____

V. What is the most convenient time and place for use to contact you about this complaint

_____
_____
_____
_____
_____
_____
_____

VI. If we will not be able to reach you directly, please give us the name and phone number of a person who can reach you and/or provide information about your complaint:

Name: _____

Telephone Number: _____

VII. If you have an attorney representing you concerning the matter raised in this complaint, please provide the following:

Name of Attorney: _____
Address: _____
Telephone number: _____

_____ _____
Signature Date

Note: The laws enforced by this City prohibit retaliation or intimidation against anyone because the individual has either taken action or participated in action to secure rights protected by these laws. If you experience retaliation or intimidation separate from the discrimination alleged in this complaint or if you have questions regarding the completion of this form, please contact:

Title VI Coordinator, City of St. Charles, Missouri, 200 North Second Street, St. Charles, Missouri, 63301 Telephone 636-949-3262 Fax: 636-949-3267

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Appendix F. Public Involvement Plan

Public Involvement Plan – The City of St. Charles, Missouri

Introduction

The City of St. Charles, Missouri is responsible for various planning projects within its corporate limits, which has an estimated 72,458 residents. (Source: United States Census Bureau website, QuickFacts, Population Estimate as of July 1, 2024). The City is the government seat for St. Charles County, which has an estimated population of 423,726 (Source: QuickFacts, Population Estimate as of July 1, 2024). The City's planning responsibilities include other local matters like the environment, land use, security and economic growth. These issues affect area residents every day and shape the quality of life in the City. Participation by the public is essential to ensure that the broadest range of views will inform regional decisions. This Public Involvement Plan describes the City's work and sets out how the City will engage and involve residents on regional issues to ensure their meaningful participation. Reaching citizens who traditionally have not been involved is a significant focus of the Plan.

The mission

Our mission is to inform and involve citizens, other agencies and local governments to provide them with meaningful opportunities to influence regional planning. To that end we are committed to:

Reaching the broadest possible range of citizens who wish to participate;

Contributing to an environment for change by creating an objective, informed, trusting, and open partnership with local governments, public agencies, the private sector, and the region's citizenry; and

Supporting fact-based decisions through collecting, analyzing, and disseminating accurate and reliable information about the City.

How the City Governance Works

The City is governed by a ten-member City Council comprised of locally elected officials, each representing one ward of the City and serving three-year terms. These local officials usually meet at least twice a month to review and discuss, among other things, planning projects in environment, land use, security and economic growth. They also vote on specific projects that are financed with federal funds. Administration informs the Council about the day-to-day planning work conducted by staff, citizen committees, consultants and others. The City Council, Mayor and Administration work together to set priorities and make decisions.

The staff is organized into several departments that focus on the primary responsibilities of the City:

Transportation Planning- Responsibility of the Public Works / Engineering Departments

- Develops the City's Long-Range Transportation Plan (LRTP) that establishes priorities for the City's transportation system for the next 10 years.
- Prepares Capital Improvement Program through which transportation projects using federal funds are selected for implementation.
- Conducts planning and sets priorities for capital investments in vehicular and non-motorized transportation.
- Develops plans and coordinates with other agencies to improve mobility, accessibility, and transportation system safety in a manner that minimizes environmental costs and promotes community and economic development opportunities

Research Services – Responsibility of the Community Development Department

- Supports staff, the general public and local governments with research and analysis pertaining to their specific needs.
- Develops innovative research projects designed to better understand and monitor issues identified as important to the fiscal, economic and social well-being of the region.
- Coordinates land-use modeling activities and research.
- Analyzes population and employment growth along with other key indicators to help anticipate regional change.
- Conducts policy analysis to provide decision makers with tools to create positive change.
- Maintains and supports centralized repository of data and geographic information files.

Regional Security – Responsibility of the Police and Fire Departments

- Supports day to day security and emergency management for the City and the surrounding community.
- Staffs the St. Louis Area Regional Response System ("STARRS"), a regional organization that coordinates planning for large-scale critical incidents in the bi-state metropolitan region.
- Staffs the St. Charles County Local Emergency Planning Committee (LEPC) – County-wide emergency planning.
- Staffs the St. Charles County Hazardous Material Response Team – Response to hazardous chemical spills, weapons of mass destruction incidents and terrorist acts in St Charles, Warren and Lincoln County.
- Staffs the State of Missouri Homeland Security Regional Response System (HSRRS)– Response to weapons of mass destruction and acts of terrorism in the metropolitan St. Louis area and the State of Missouri with ties to Missouri State Emergency Management Agency.
- Staffs the Missouri Task Force One – Members serve on this Federal Emergency Management Agency (FEMA) supported response team that is sent to manmade and natural disasters throughout the nation to handle urban search and rescue.

- Staffs the St Louis Area Maritime Security Committee – Fire department personnel sit on this federal committee appointed by the Coast Guard that makes plans to protect the Port of St. Louis from terrorist acts.
- Staffs the Region C Incident Support Team – Members of the fire department are part of this team that responds to large scale emergencies within the St. Louis region to assist with incident management.
- Staffs the St. Charles County Emergency Management Agency – Members of the fire department will interact with this agency during manmade and natural disasters.
- Staffs the St. Louis Area Heavy Rescue Task Force – Fire department personnel are members of this group that responds to and handles technical rescue incidents.

Community Planning – Responsibility of the Community Development (DCD) and Public Works (DPW) Departments

- Coordinates the City's public involvement activities – Zoning, Development, and Land use (DCD); – Transportation, Traffic, and Infrastructure (DPW)
- Develops the City's water quality management program (DPW)
- Provides information and education to public officials and citizens to engage in problem solving on important regional issues (DCD and DPW).

The Challenge

Finding ways to connect with people to engage in meaningful discussions of values, options and solutions is difficult in today's busy world. Individuals face so many competing priorities for their time and attention that governmental activities rank low on the list unless there is a direct personal effect or threat. The challenge is to get people involved on an on-going basis. The engagement of citizens is needed at the beginning, the middle and the end of the process. Citizens need to be convinced of the relevance and importance of their participation. The topics are sometimes complex and the outcomes are far into the future, adding to the challenge.

Social scientists report that feelings of mistrust, misunderstanding, and disconnection plague many public engagement efforts. The litmus test, they say, is whether people "feel engaged and their level of engagement relates directly to who makes the decisions and how."

Competing interests, demands on peoples' time and disconnection from the public process all indicate a need for governmental entities to invent new ways to motivate constituents and energize public participation.

This Plan is designed to ensure a regional public involvement process that is proactive in providing complete information, timely public notice, diverse techniques, full public access to key decisions, and early and continual involvement in the development of regional plans and capital programs.

Thus, the City's core values for the practice of public participation are:

- The public's contribution should be considered, evaluated and integrated into the decision-making process.
- The process must be transparent and meaningful. The perception that decisions have been

pre-determined and that public input is simply window-dressing must be avoided through early, up-front involvement.

- All participants should have easy access to the process and its decision-makers and the needs of all interested parties must be considered.
- Participants must have the information they need to participate in a meaningful way.
- Citizens should be empowered to help define the problems that need to be addressed and to help identify the best methods for ensuring engagement on these issues.
- Citizens will be ensured equal access to activities and regional decision-making through a non-discrimination policy that clearly states the City's commitment to citizen participation. Citizens will have be afforded a clear, articulated complaint procedure to follow should someone believe they have been a victim of discrimination.

Outreach to Underserved and Hard-to-Reach Populations – Reaching the traditionally hard-to-reach constituencies is a priority. The City identifies these barriers and seeks to minimize their impact. Groups that are of particular interest include: individuals from ethnic or racial minority groups, persons with disabilities, low-wage earners and job seekers with transportation barriers, older persons, immigrants and those with low educational levels.

We envision a future where communities will see themselves as part of the decision-making process and understand how to accomplish their goals. We hope to offer them an effective voice and a way to be heard by regional decision-makers. We will work with them to ensure that the public concerns and aspirations are consistently understood and considered.

Non-Discrimination Policy

The City is committed to ensuring that its plans and processes include as many individuals as possible and that no one is discriminated against in the implementation of its programs. The City has a non-discrimination policy to help ensure that discrimination does not occur, and if someone believes they have been discriminated against, there is a process to follow to file a complaint and have the matter investigated. The non-discrimination policy applies to race, color, sex, national origin, disability, and limited English proficiency. The Title VI Plan may be found in the City Clerk's Office of City Hall, 200 North Second Street, St. Charles, Missouri 63301.

Limited English Proficiency

As referenced in the Title VI Plan, the City is required to have a plan in place to address the challenge of citizens in our region of Limited English Proficiency, who may want to participate in our activities but cannot effectively do so due to language barriers. In certain cases, the City has an obligation to ensure that appropriate accommodations have been made to make information available to LEP communities. In order to fulfill this requirement, staff may complete a four-factor analysis, recommended by the federal government, to define the region's LEP communities. The results of this analysis allow the City to design, customize and implement LEP outreach strategies that ensure access and participation and are in compliance with federal guidelines and recommendations.

The City is committed to serving all constituents equally, consistently and appropriately. Numbers of LEP persons vary in different parts of our City. Using the results of the LEP four-factor analysis

the City has outlined in its Title VI plan the reasonable steps needed to provide meaningful access to LEP individuals (both proactively and in response to specific requests) and create/implement a plan to achieve this goal. In particular, the City will determine the appropriate mix of written and oral language communications for LEP individuals, to include but not limited to in writing, on paper, over the Internet, written translations, oral assistance, or through commissioned written translation on reasonable request and work with local organizations that serve LEP persons in the City of St. Charles.

More information on the LEP planning process can be found in Appendix A. Anyone who believes they have the basis for an LEP complaint should contact the Title VI Coordinator and use the same complaint process as referenced above.

Community Engagement Strategies

New Techniques and Strategic Locations -The City staff works to incorporate engagement activities into its planning projects. Through pre-meetings for upcoming engagement efforts staff can help identify more strategic locations and expand the diversity of techniques. A dynamic and creative public involvement strategy will remain open to new ideas and techniques to reach the public. Often the collaborative use of multiple techniques works to better engage all participants. The City staff will work on ways to continually improve the City's effectiveness by sharing results and feedback on techniques from previous efforts.

Types of Involvement
The City has historically used a wide array of techniques for engaging the community:

City Committees – The City supports committees that include citizens and professionals from other organizations for the purpose of advising the City. For an example of the Boards and Commissions upon which City residents serve and provide regular and ongoing input, see Chapter 125 of the City's Code of Ordinances. The City may also convene *ad hoc* advisory policy and technical committees to support City initiatives as needed to improve the services in the City. The City does not have any transit-related, non-elected planning boards, advisory councils or committees at this time. In the event that a transit-related, non-elected planning board, advisory council or committee is established by the City in the future, the City shall track in table form the racial composition of the transit-related, non-elected board, advisory council or committee and describe the efforts taken to encourage the participation of minorities.

External Committees – The City staff serve alongside citizens on advisory and planning committees and Boards of Directors convened by other organizations throughout the region that address issues intersecting the City's work.

The City staff, by invitation, attends meetings of numerous civic, volunteer, business, neighborhood, and professional organizations to share information about the City's work.

Project Communication Plans – Project Specific "Communication Plans" are developed for each project during the planning and design stages that determine the specific public engagement process.

Print Media – The sends notices of all Public Hearings to locally distributed print media and posts agendas on the City's website and in hard copy outside the City Clerk's Office in City Hall prior to public meetings. The City also makes all staff available to respond to inquiries from the press so they have current, accurate information.

The Internet – The City maintains a web site at www.stcharlescitymo.gov. Information and educational materials about City planning meetings are posted for the public to review on this website. Copies of draft plans, reports, final publications, RFPs, meeting agendas and minutes are also available upon request.

Technical Assistance and Training – City staff works with local officials and citizens to recognize, analyze and find regional solutions. We do this every day, because ideas, information and feedback improve the solutions that are identified to bring about real change. The City will continue to work with citizens and citizen groups and local government officials by providing technical assistance and training to help them voice their perspectives and do business more effectively.

Technical assistance includes teaching basic planning concepts to local communities, helping local community residents and officials research issues such as brownfields clean-up, researching and disseminating best practices, hosting conferences and workshops on topics of regional importance, producing informative maps using computer applications, and providing data from the Census and other sources to ensure the availability of accurate information.

Open Houses – The City hosts workshops that are open to the public in accessible settings on an array of local issues, from proposed road projects to changes in flood maps.

The City also undertakes special plans and projects by itself or in conjunction with other agencies and local governments. Because each planning study is different and because the citizen groups most interested in each study also differ, the City will develop an individualized outreach plan for each planning and programming effort, using an appropriate combination of techniques.

These techniques may include focus groups, surveys, issue forums, consultation with planning partners, web-based information exchanges, newsletters, workshops stakeholder interviews, and surveys. The City is also open to identifying and testing new outreach techniques, including expanding the use of the website to present information and receive comments. Citizens will be encouraged to comment on planning documents via e-mail, website submission, fax, and letter. Public comments will be provided to the Department Director(s) managing the affected programs or projects and considered by staff for appropriate incorporation into plans and programs. To inform the development of long-range plans, the City wants to include a diverse group of stakeholders. The City will work closely with cooperative and community-based groups to address access for persons with disabilities, bicycle and pedestrian needs and land use planning issues.

Many of the transportation issues addressed in the City's planning projects are complex and require extensive information and education for citizens to provide meaningful feedback. Stakeholders have provided input on issues like developing long-term strategies for lessening environmental impacts of infrastructure investment; improving consistency between transportation improvements and state and local planned growth and economic development. The success of the planning process relies on providing effective and full information for the public in order to receive the highest quality public involvement.

Staff Training

Effective and diverse techniques will make engagement activities more interesting and may elicit more in-depth response and feedback than would ordinarily be received. City staff will share information on public involvement and brainstorm new resources, ideas and approaches for putting these into effect.

Evaluation

The City will consider incorporate staff and citizen input where appropriate and then communicate back to our elected officials.

Conclusion

The City of St. Charles has maintained its strong commitment to public involvement since its inception. This document is another step in an on-going planning process designed to ensure continuous improvement in our efforts. We are committed to overcoming today's challenges to public participation and identifying new avenues to involve all its citizens. We would therefore ask you to contact us with any suggestions you may have.

Please send comments, feedback or inquiries on this plan to:

Title VI Coordinator
City of St. Charles, Missouri
200 North Second Street
St. Charles, Missouri 63301
636-949-3262 telephone
636-949-3267 fax

Appendix G - Limited English Proficiency Guidelines

According to the U.S. Department of Transportation's Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons, Title VI and its implementing regulations require that recipients take responsible steps to ensure meaningful access by LEP persons. Recipients should use the guidance to determine how best to comply with statutory and regulatory obligations to provide meaningful access to the benefits, services, information, and other important portions of their programs and activities for individuals who are LEP."

Federal financial assistance includes grants, cooperative agreements, training, use of equipment, donations of surplus property, and other assistance. Recipients of DOT assistance that are subject to LEP requirements include:

- State departments of transportation.
- Metropolitan planning organizations.
- Regional transportation agencies.
- Regional, state, and local transit operators.
- State and local agencies with emergency transportation responsibilities, for example, the transportation of supplies for natural disasters, planning for evacuations, quarantines, and other similar action.

LEP requirements extend to City programs or activities, even if some activities are not funded by federal assistance. Sub-recipients are also covered in cases when Federal funds are passed through from a recipient to a sub-recipient.

The U.S. DOT recommends four-factors that should be analyzed by federally-assisted agencies and programs to determine the level and extent of language assistance measures required to sufficiently ensure meaningful access to programs, activities, and services within the City's area of responsibility. The four factors to be considered are: Factor 1: The Number and Proportion of LEP Persons Served or Encountered in the Eligible Service Population. Factor 2: The Frequency with Which LEP Individuals Come into Contact with programs, activities, and services. Factor 3: The Importance to LEP Persons of Programs, Activities and Services Factor 4: The Resources Available to the Recipient and Costs

In order to request LEP assistance or to discuss LEP issues, please contact: Title VI Coordinator, City of St. Charles, Missouri, 200 North Second Street, St. Charles, Missouri, 63301; Telephone 636-949-3262; Fax: 636-949-3282.

To file a complaint regarding LEP activities, please fill out the Title VI Complaint Form that is available at the St. Charles City Hall, 200 North Second Street, St. Charles, Missouri, 63301. Should an LEP complaint be filed, the Title VI review process will be followed.

More information on filing an LEP complaint with the Department of Justice can be found at: http://www.justice.gov/crt/filing-complaint

Appendix H – Estimated Costs of Translation Services*

(Updated February 2026)

Local providers:

International Language Center, 1416 S. Big Bend Blvd., St. Louis, MO 63117
Telephone 314-647-8888 or 800-445-4440, Website https://ilcworldwide.com

Global Village Language Center, 8515 Delmar Blvd., Suite 201, St. Louis, MO 63117
Telephone 314-989-9112, Website http://globalvillagelanguagecenter.com

Telephone Foreign Language Interpretation

International Language Center: $0.66-$0.85 per minute/ 5 minute minimum (Sourcewell Contract #081225-ILC)

Global Village Language Center: see pricing for Language Interpreter-Verbal

Video Remote Language Interpretation

International Language Center: $0.88-$0.94 per minute/10 minute minimum; American sign language $1.49-$1.94 per minute/10 minute minimum (Sourcewell Contract #081225-ILC)

Global Village Language Center: see pricing for Language Interpreter-Verbal

Language Interpreter-Verbal

International Language Center, $46.00-$51.00 per hour/additional fee for less than 24 hour notice (Sourcewell Contract #CS241790002)

Global Village Language Center: 74.00/hour, and $80.00/hour after 5:00pm, on weekends, and public holidays; all with 2-hour minimum (Sourcewell Contract #CS241790004)

Language Translation – Written

International Language Center: $0.18-$0.25 per word/$95.00-$110.00 minimum charge depending upon language (Sourcewell Contract #081225-ILC)

Global Village Language Center: 0.13/word, $45 for half page and $90 for full page minimum; for all forms and more complicated documents' translation, $35 per hour (all languages)

*** Costs are based on current contract rates at the time of development/update of the list and may vary depending on the language required.**

Appendix I – Sample Complaint Log

Date Complaint Filed	Complainant	Basis of Complaint*	Summary of Allegation(s)	Pending Status of Complaint	Actions Taken / Dates	Disposition / Resolution & Dates
7/21/25	Resident	Disability	Complaint relating to payments for utilities	Closed	Determined not related to Title VI / federally-funded programs	Determined no violation

* List basis of complaint: Race, Color, National Origin, Language, Disability

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 3/17/2026
Regular ☒ Special ☐ Work Session ☐
ATTACHMENT: YES ☒ NO ☐
Report ☐ Resolution ☐ Ordinance ☒

Bill # 14067

Request for Council Action

Ward(s): 2 **Sponsor(s):** Mark Hollander

Description:
Approve the Record Plat for the New Stone Lot 1, Lot 2, and Lot 3 Boundary Adjustment.

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

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

Summary:
This bill will approve the record plat for the New Stone Lot 1, Lot 2, and Lot 3 Boundary Adjustment. The record plat is for approximately 0.71 acres and includes three lots; Lot 1, 2, and 3. This record plat is compliant with the Zoning Code and the Subdivision Regulations. The intent of this record plat is to consolidate the lots for the Katy Trail Place development in accordance with an approved Site Plan (SP-2025-07).The property is zoned HCD/SMPD Historic Commercial District within the South Main Preservation District and located in Ward 2.

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

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

Bill No. 14067 Ordinance No. _____

Sponsor: Mark Hollander

AN ORDINANCE APPROVING THE RECORD PLAT FOR THE NEW STONE LOT 1, LOT 2 AND LOT 3 BOUNDARY ADJUSTMENT, A SUBDIVISION OF THE CITY OF SAINT CHARLES, MISSOURI.

Whereas, Katy Trail Development, LLC, owner, has laid out a Subdivision within the City of Saint Charles, Missouri under the name New Stone Lot 1, Lot 2 and Lot 3 Boundary Adjustment (hereinafter, the "Subdivision") and has caused to be made an accurate plat thereof, a copy of which is identified as Exhibit A, attached hereto and incorporated by this reference (hereinafter, the "Plat"); and

Whereas, the Plat accurately sets forth and describes all parts of the land within the Subdivision reserved for public purposes; and

Whereas, the Plat accurately sets forth and describes all lots by their precise length and width and by number; and

Whereas, the Plat has been drawn to scale and the scale is noted thereon, has written on its face the title of the Subdivision, and identifies the United States Survey the Subdivision purports to be located; and

Whereas, the Plat designates, reflects, and shows markers and established points so that the precise location of the land platted can be determined upon inspection of the Plat; and

Whereas, no taxes are due against the land proposed to be platted; and

Whereas, the Plat is submitted to the City Council of the City of St. Charles, Missouri, for its approval;

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

SECTION 1. The Plat for the New Stone Lot 1, Lot 2 and Lot 3 Boundary Adjustment is hereby approved subject to compliance with all recommendations and requirements approved or made by the City Council.

SECTION 2. The City Clerk is authorized to endorse the City's approval upon the Plat by signature and by the Seal of the City.

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

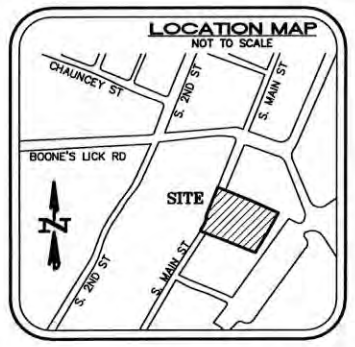
Bill No. 14067

Date Passed	Michael Galba, Presiding Officer
Date Approved by Mayor	Daniel J. Borgmeyer, Mayor
Approved as to Legal Form:	Attest:
Holly Magdziarz, City Attorney Date	Kimberly Hudson, City Clerk



NEW STONE LOT 1, LOT 2 AND LOT 3 BOUNDARY ADJUSTMENT

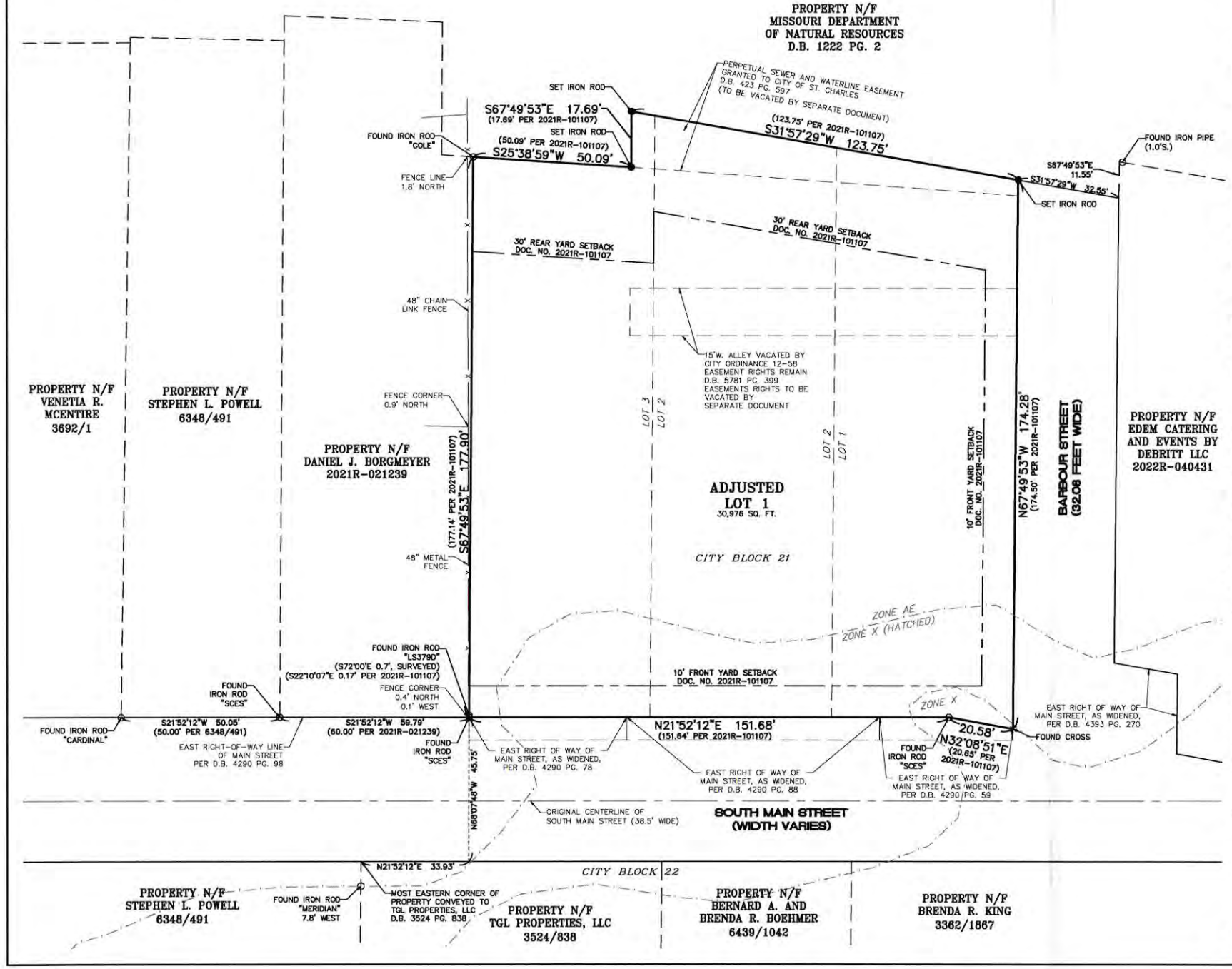
THREE TRACTS OF LAND BEING ALL OF LOT 1, LOT 2 AND LOT 3 OF "NEW STONE" DOCUMENT NUMBER 2021R-101107, WITHIN CITY BLOCK 21, TOWNSHIP 46 NORTH, RANGE 5 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI



GRAPHIC SCALE

20 0 10 20

(IN FEET)
1 inch = 20 ft.



OWNERS CERTIFICATION

WE, THE UNDERSIGNED OWNERS OF THE TRACT OF LAND HEREIN PLATTED AND FURTHER DESCRIBED IN THE FOREGOING SURVEYOR'S CERTIFICATE, HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED IN THE MANNER SHOWN ON THIS PLAT, WHICH SUBDIVISION SHALL HEREAFTER BE KNOWN AS "NEW STONE LOT 1, LOT 2 AND LOT 3 BOUNDARY ADJUSTMENT".

THE BUILDING LINES SHOWN ON THE ABOVE PLAT ARE HEREBY ESTABLISHED.

ALL TAXES WHICH ARE DUE AND PAYABLE AGAINST THIS PROPERTY HAVE BEEN PAID IN FULL.

KATY TRAIL DEVELOPMENT, LLC

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

NOTARY FOR KATY TRAIL DEVELOPMENT, LLC

STATE OF _____)
) SS
COUNTY OF _____)

ON THIS _____ DAY OF _____ IN THE YEAR _____ BEFORE ME, _____, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED _____ OF KATY TRAIL DEVELOPMENT, LLC, KNOWN TO ME TO BE THE PERSON WHO EXECUTED THE WITHIN PLAT ON BEHALF OF SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGED TO ME THAT HE OR SHE EXECUTED THE SAME FOR THE PURPOSES THEREIN STATED.

NOTARY PUBLIC: _____

PRINT NAME: _____

MY COMMISSION EXPIRES: _____

LENDER FOR KATY TRAIL DEVELOPMENT, LLC

THE UNDERSIGNED HOLDER OR LEGAL OWNER OF NOTES SECURED BY A DEED OF TRUST RECORDED AS DOCUMENT NUMBER _____ OF THE ST. CHARLES COUNTY RECORDS HEREBY JOINS IN AND APPROVES IN EVERY DETAIL, THIS SUBDIVISION PLAT OF "NEW STONE LOT 1, LOT 2 AND LOT 3 BOUNDARY ADJUSTMENT".

IN WITNESS WHEREOF, SAID HOLDER OR LEGAL OWNER HAS SIGNED AND SEALED THIS SUBDIVISION PLAT THIS _____ DAY OF _____, 20____.

LENDER: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

LENDER NOTARY FOR KATY TRAIL DEVELOPMENT, LLC

STATE OF _____)
) SS
COUNTY OF _____)

ON THIS _____ DAY OF _____ IN THE YEAR _____ BEFORE ME, _____, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED _____ OF _____, KNOWN TO ME TO BE THE PERSON WHO EXECUTED THE WITHIN RECORD PLAT ON BEHALF OF SAID CORPORATION AND ACKNOWLEDGED TO ME THAT HE OR SHE EXECUTED THE SAME FOR THE PURPOSES THEREIN STATED.

NOTARY PUBLIC: _____

PRINT NAME: _____

MY COMMISSION EXPIRES: _____

CITY CERTIFICATE

I, _____, CITY CLERK, HEREBY CERTIFY THAT ORDINANCE NO. _____ CERTIFY APPROVING THIS PLAT AND DIRECTING ME TO ENDORSE SAME UNDER MY HAND AND SEAL WAS DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ST. CHARLES, MISSOURI AND SAME APPROVED BY THE MAYOR OF SAID CITY ON _____, 20____ AND AS ORDINANCE DIRECTED, I HEREBY ENDORSE SAID PLAT BY MY HAND AND SEAL OF SAID CITY THIS _____ DAY OF _____, 20____.

CITY CLERK OF ST. CHARLES, MISSOURI

GENERAL NOTES

1. BASIS OF BEARINGS FOR THIS PLAT IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS PROPERTY IS CURRENTLY VESTED IN THE NAME OF KATY TRAIL DEVELOPMENT, LLC BY DEED RECORDED AS DOCUMENT NUMBER 2025R-000373 OF THE ST. CHARLES COUNTY RECORDS.
3. THIS PROPERTY IS CURRENTLY LISTED UNDER PARCEL LOCATOR NUMBERS 6-014A-D177-00-0001.0000000, 6-014A-D177-00-0002.0000000, AND 6-014A-D177-00-0003.0000000 IN THE ST. CHARLES COUNTY ASSESSORS OFFICE.
4. ALL DIRECTIONS ALONG PROPERTY LINES ARE AS SURVEYED UNLESS NOTED OTHERWISE.
5. THIS PLAT CONTAINS 30,976 SQUARE FEET AND 1 LOT.
6. ALL TIES SHOWN ARE PERPENDICULAR OR RADIAL TO THE PROPERTY LINES TO WHICH THEY ARE TIED UNLESS OTHERWISE NOTED.
7. WE HAVE DETERMINED THE HORIZONTAL LOCATION OF THIS TRACT OF LAND IN ST. CHARLES COUNTY, MISSOURI, BY SCALING THE PROPERTY IN REFERENCE TO THE FOLLOWING FLOOD INSURANCE RATE MAP (FIRM), ST. CHARLES COUNTY, MISSOURI AND INCORPORATED AREAS, MAP NUMBER 29183C0228G, COMMUNITY PANEL NUMBER (CITY OF ST. CHARLES, 290315 0288 G WITH AN EFFECTIVE DATE OF JANUARY 20, 2016). BY EXPRESS REFERENCE TO THIS MAP AND ITS LEGEND, THIS TRACT OF LAND IS INDICATED TO BE WITHIN THE FOLLOWING ZONES:
   - ZONE X – AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN
   - ZONE X HATCHED – AREAS OF 0.2% ANNUAL CHANCE FLOOD
   - ZONE AE – SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD IN WHICH BASE FLOOD ELEVATIONS HAVE BEEN DETERMINED.
8. THIS PROPERTY IS ZONED "HCD" HISTORIC COMMERCIAL DISTRICT WITH SOUTH MAIN PRESERVATION DISTRICT OVERLAY BY THE CITY OF ST. CHARLES, MISSOURI. THE SETBACK RESTRICTIONS FOR "HCD" ZONING ARE AS FOLLOWS:

   FRONT YARD: 10' ALONG SOUTH MAIN STREET
   FRONT YARD: 5' ALONG BARBOUR STREET
   SIDE YARD: 0'
   REAR YARD: 13.5'
9. A CURRENT TITLE COMMITMENT WAS NOT FURNISHED FOR THIS PROPERTY; THEREFORE THIS PROPERTY IS SUBJECT TO THE FOLLOWING:
   - DEFECTS, ENCUMBRANCE, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY.
   - RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS.
   - EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORDS.

LAND DESCRIPTION

THREE TRACTS OF LAND BEING ALL OF LOT 1, LOT 2 AND LOT 3 OF "NEW STONE", A SUBDIVISION ACCORDING TO THE PLAT RECORDED AS DOCUMENT NUMBER 2021R-101107 OF THE ST. CHARLES COUNTY RECORDS, WITHIN CITY BLOCK 21, 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:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF BARBOUR STREET, 33.08 FEET WIDE, WITH THE EAST RIGHT-OF-WAY LINE OF SOUTH MAIN STREET, VARIABLE WIDTH, AS ESTABLISHED BY DEEDS RECORDED IN BOOK 4290 PAGES 59, 78 AND 88 OF SAID RECORDS; THENCE ALONG THE SAID EAST RIGHT-OF-WAY LINE OF SOUTH MAIN STREET, THE FOLLOWING COURSES AND DISTANCES: NORTH 32 DEGREES 08 MINUTES 51 SECONDS EAST 20.58 FEET; AND NORTH 21 DEGREES 52 MINUTES 12 SECONDS EAST 151.68 FEET TO A POINT ON THE SOUTH LINE OF PROPERTY CONVEYED TO DANIEL J. BORGMEYER BY DEED RECORDED AS DOCUMENT NUMBER 2021R-021239 OF SAID RECORDS; THENCE ALONG THE SAID SOUTH LINE OF THE BORGMEYER PROPERTY, SOUTH 67 DEGREES 49 MINUTES 53 SECONDS EAST 177.90 FEET TO A POINT ON THE WEST LINE OF PROPERTY CONVEYED TO THE MISSOURI DEPARTMENT OF NATURAL RESOURCES BY DEED RECORDED IN BOOK 1222 PAGE 2 OF SAID RECORDS; THENCE ALONG THE SAID EAST LINE OF THE MISSOURI DEPARTMENT OF NATURAL RESOURCES PROPERTY, THE FOLLOWING COURSES AND DISTANCES: SOUTH 25 DEGREES 38 MINUTES 59 SECONDS WEST 50.09 FEET; SOUTH 67 DEGREES 49 MINUTES 53 SECONDS EAST 17.69 FEET; SOUTH 31 DEGREES 57 MINUTES 29 SECONDS WEST 123.75 TO A POINT ON THE AFORESAID NORTH RIGHT-OF-WAY LINE OF BARBOUR STREET; THENCE ALONG THE SAID NORTH RIGHT-OF-WAY LINE OF BARBOUR STREET, NORTH 67 DEGREES 49 MINUTES 53 SECONDS WEST 174.28 FEET TO THE POINT OF BEGINNING, CONTAINING 30,976 SQUARE FEET.

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT WE HAVE DURING FEBRUARY 2026, BY ORDER OF KATY TRAIL DEVELOPMENT, LLC, EXECUTED A BOUNDARY SURVEY AND PREPARED A PLAT ON "THREE TRACTS OF LAND BEING ALL OF LOT 1, LOT 2 AND LOT 3 OF "NEW STONE", A SUBDIVISION ACCORDING TO THE PLAT RECORDED AS DOCUMENT NUMBER 2021R-101107 OF THE ST. CHARLES COUNTY RECORDS, WITHIN CITY BLOCK 21, TOWNSHIP 46 NORTH, RANGE 5 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI" AND THE RESULTS ARE SHOWN ON THIS PLAT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY WAS EXECUTED IN ACCORDANCE WITH CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS ESTABLISHED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL LAND SURVEYORS AND LANDSCAPE ARCHITECTS UNDER THE RULES OF THE DEPARTMENT OF AGRICULTURE (2 CSR 90-60) AND MEETS THE ACCURACY STANDARDS SET FORTH FOR A TYPE "URBAN" PROPERTY.

BAX ENGINEERING COMPANY, INC.
ANDY D. BECK
MISSOURI PROFESSIONAL LAND SURVEYOR #2015017835

THIS PLAT CONTAINS 30,976 SQUARE FEET.

NEW STONE LOT 1, LOT 2 AND LOT 3 BOUNDARY ADJUSTMENT

PREPARED FOR:
KATY TRAIL DEVELOPMENT, LLC
556 LEFFINGWELL AVENUE
ST. LOUIS, MISSOURI 63122

DISCLAIMER OF RESPONSIBILITY
I hereby disclaim any responsibility for all other drawings, specifications, estimates, reports or other documents or instruments relating to or intended to be used for any part or parts of the architectural or engineering project or survey other than those authenticated by my seal.

REVISIONS

ENGINEERING
PLANNING
SURVEYING
221 Point West Blvd.
St. Charles, MO 63301
636-928-5552
FAX 928-1718

Bax Engineering Company, Inc.
Missouri State Certificate of Authority Engineering #000855
Missouri State Certificate of Authority Surveying #000144

02/13/2026
DATE

23-18949B
PROJECT NUMBER

1 of 1
SHEET OF

18949B REC
FILE NAME

JLH ADB
DRAWN CHECKED

DATE DONE IN FIELD

EXHIBIT A

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 3/17/2026
Regular ☒ Special ☐ Work Session ☐
ATTACHMENT: YES ☒ NO ☐
Report ☐ Resolution ☐ Ordinance ☒

Bill # 14068

Request for Council Action

Ward(s): 7 **Sponsor(s):** Brian Gould

Description:
Approve the Record Plat for the Huster Industrial Center.

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

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

Summary:
This bill will approve the record plat for the Huster Industrial Center. The record plat is for 42.175 acres and includes two(2) lots; Lot 1 and 2. This record plat is compliant with the Zoning Code and the Subdivision Regulations. The intent of this plat is solely to subdivide the property to allow for the potential future sale of one of the lots and also in accordance with an approved Preliminary Plat (SUB-2025-03).The property is zoned I-2/WHP Heavy Industrial District and is located within the Wellhead Protection District and located in Ward 7.

Staff notes that no development is proposed at this time, and any future construction or use of the site will require separate review and approval by the City, as this is in the Wellhead Protection District.

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

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

Bill No. 14068 Ordinance No. _____

Sponsor: Brian Gould

AN ORDINANCE APPROVING THE RECORD PLAT FOR THE HUSTER INDUSTRIAL CENTER, A SUBDIVISION OF THE CITY OF SAINT CHARLES, MISSOURI.

Whereas, Tempest Properties, LLC, owner, has laid out a Subdivision within the City of Saint Charles, Missouri under the name Huster Industrial Center (hereinafter, the "Subdivision") and has caused to be made an accurate plat thereof, a copy of which is identified as Exhibit A, attached hereto and incorporated by this reference (hereinafter, the "Plat"); and

Whereas, the Plat accurately sets forth and describes all parts of the land within the Subdivision reserved for public purposes; and

Whereas, the Plat accurately sets forth and describes all lots by their precise length and width and by number; and

Whereas, the Plat has been drawn to scale and the scale is noted thereon, has written on its face the title of the Subdivision, and identifies the United States Survey the Subdivision purports to be located; and

Whereas, the Plat designates, reflects, and shows markers and established points so that the precise location of the land platted can be determined upon inspection of the Plat; and

Whereas, no taxes are due against the land proposed to be platted; and

Whereas, the Plat is submitted to the City Council of the City of St. Charles, Missouri, for its approval;

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

SECTION 1. The Plat for the Huster Industrial Center is hereby approved subject to compliance with all recommendations and requirements approved or made by the City Council.

SECTION 2. The City Clerk is authorized to endorse the City's approval upon the Plat by signature and by the Seal of the City.

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

Bill No. 14068

Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

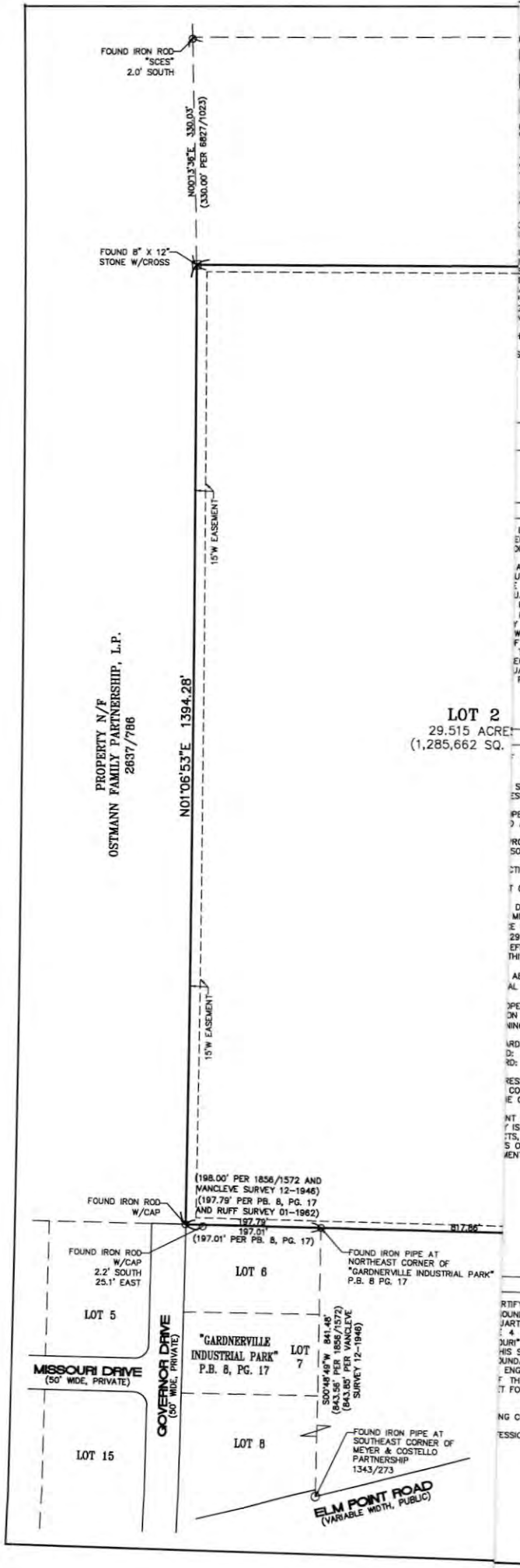
Attest:

Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk



AL CENTER
UTHEAST QUARTER OF THE
IONAL SECTION 23,
E FIFTH PRINCIPAL MERIDIAN,
S COUNTY, MISSOURI



NERS CERTIFICATION

LAND HEREIN PLATTED AND FURTHER DESCRIBED IN THE FOREGOING SURVEYOR'S D AND SUBDIVIDED IN THE MANNER SHOWN ON THIS PLAT, WHICH SUBDIVISION SHALL .

CATION STRIP ALONG HUSTER ROAD, WHICH FOR BETTER IDENTIFICATION IS SHOWN EREBY DEDICATED TO THE CITY OF ST. CHARLES, MISSOURI, FOR PUBLIC USE FOREVER.

NATED FOR OTHER SPECIFIC PURPOSES, ARE HEREBY GRANTED TO THE CITY OF ST. EAST, AT&T TELEPHONE COMPANY, AND CHARTER COMMUNICATION CABLE COMPANY, ST MAY APPEAR FOR THE PURPOSE OF IMPROVING, CONSTRUCTING, MAINTAINING, TARY SEWERS OR STORM SEWERS AND STORM WATER IMPROVEMENTS AND DRAINAGE ACENT GROUND NOT OCCUPIED BY IMPROVEMENTS FOR THE EXCAVATION AND STORAGE LACEMENT OF SAID UTILITIES, SANITARY SEWERS OR STORM SEWERS, STORM WATER G OR STRUCTURE SHALL BE ERECTED ON ANY EASEMENT, AND THE GRADE OVER ANY N OF ANY UTILITY.

EREBY ESTABLISHED.

S PROPERTY HAVE BEEN PAID IN FULL.

_____ PRINT NAME: _____

_____ DATE: _____

LAND DESCRIPTION

LAND BEING ALL OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF ECTION 23, TOWNSHIP 47 NORTH, RANGE 4 EAST, CITY OF ST. CHARLES, ST. CHARLES OURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AT A FOUND STONE WITH CROSS MARKING THE NORTHWEST CORNER OF THE UARTER OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 23, TOWNSHIP 47 4 EAST; THENCE ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE UARTER OF FRACTIONAL SECTION 23, SOUTH 88 DEGREES 59 MINUTES 55 SECONDS FEET TO THE EAST LINE OF SAID FRACTIONAL SECTION 23, SAID POINT ALSO BEING RIGHT-OF-WAY LINE OF HUSTER ROAD (40 FEET WIDE); THENCE ALONG SAID WEST F LINE, SOUTH 00 DEGREES 51 MINUTES 10 SECONDS WEST 1400.63 FEET TO A POINT WEST CENTERLINE OF SAID FRACTIONAL SECTION 23; THENCE ALONG SAID EAST-WEST F FRACTIONAL SECTION 23, NORTH 88 DEGREES 43 MINUTES 20 SECONDS WEST TO THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF ECTION 23; THENCE ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER OF THE UARTER OF FRACTIONAL SECTION 23, NORTH 01 DEGREES 06 MINUTES 53 SECONDS FEET TO THE POINT OF BEGINNING AND CONTAINING 42.175 ACRES.

GENERAL NOTES

BEARINGS IS THE "MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE" (GRID

SHOWN HEREON ARE PERPENDICULAR TO THE PROPERTY LINES TO WHICH THEY ARE ESS NOTED OTHERWISE.

PERTY IS CURRENTLY VESTED IN THE NAME OF TEMPEST PROPERTIES, LLC BY DEED) AS DOCUMENT NUMBER 2025R-001627 OF THE ST. CHARLES COUNTY RECORDS.

ROPERTY IS CURRENTLY LISTED UNDER PARCEL LOCATOR NUMBER 5023-00-0005.0000000 IN THE ST. CHARLES COUNTY ASSESSORS OFFICE.

CTIONS ALONG PROPERTY LINES ARE AS SURVEYED UNLESS NOTED OTHERWISE.

T CONTAINS 42.175 ACRES AND 2 LOTS.

DETERMINED THE HORIZONTAL LOCATION OF THIS TRACT OF LAND IN ST. CHARLES MISSOURI, BY SCALING THE PROPERTY IN REFERENCE TO THE FOLLOWING FLOOD E RATE MAP (FIRM), ST. CHARLES COUNTY, MISSOURI AND INCORPORATED AREAS, MAP 29183C0260H, COMMUNITY PANEL NUMBER (CITY OF ST. CHARLES, 290318 0260 H EFFECTIVE DATE OF MARCH 9, 2021). BY EXPRESS REFERENCE TO THIS MAP AND ITS THIS TRACT OF LAND IS INDICATED TO BE WITHIN THE FOLLOWING ZONES:

AE - SPECIAL FLOOD HAZARD AREAS (SFHAS) SUBJECT TO INUNDATION BY THE 1% AL CHANCE FLOOD. (BASE FLOOD ELEVATIONS DETERMINED.)

PERTY IS ZONED "I-2" HEAVY INDUSTRIAL DISTRICT AND WITHIN THE WELLHEAD ON DISTRICT BY THE CITY OF ST. CHARLES, MISSOURI. THE SETBACK RESTRICTIONS FOR NING ARE AS FOLLOWS:

ARD: 35 FEET
D: 0 FEET, EXCEPT 50 FEET WHEN ABUTTING A RESIDENTIAL DISTRICT
RD: 0 FEET, EXCEPT 50 FEET WHEN ABUTTING A RESIDENTIAL DISTRICT

RESSES AS SHOWN HEREIN, (XXX), WERE PROVIDED TO BAX ENGINEERING BY THE ST. COUNTY DISPATCH AND ALARM OFFICE. BAX ENGINEERING MAKES NO CERTIFICATION E CORRECTNESS OR PERMANENCE OF SAID ADDRESSES.

NT TITLE COMMITMENT WAS NOT FURNISHED FOR THIS PROPERTY; THEREFORE THIS F IS SUBJECT TO THE FOLLOWING:
TS, ENCUMBRANCE, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY.
S OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS.
ENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORDS.

SURVEYOR'S CERTIFICATE

RTIFY THAT WE HAVE DURING MARCH 2026, BY ORDER OF TEMPEST PROPERTIES, LLC, OUNDARY SURVEY AND PREPARED A PLAT ON "A TRACT OF LAND BEING ALL OF THE UARTER OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 23, TOWNSHIP 47 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF ST. CHARLES, ST. CHARLES OURI" AND THE RESULTS ARE SHOWN ON THIS PLAT TO THE BEST OF MY KNOWLEDGE HIS SURVEY WAS EXECUTED IN ACCORDANCE WITH CURRENT MISSOURI STANDARDS FOR OUNDARY SURVEYS ESTABLISHED BY THE MISSOURI BOARD FOR ARCHITECTS, ENGINEERS, PROFESSIONAL LAND SURVEYORS AND LANDSCAPE ARCHITECTS UNDER F THE DEPARTMENT OF AGRICULTURE (2 CSR 90-60) AND MEETS THE ACCURACY T FORTH FOR A TYPE "URBAN" PROPERTY.

NG COMPANY, INC.

ESSIONAL LAND SURVEYOR #2015017835

HUSTER INDUSTRIAL CENTER

PREPARED FOR:
TEMPEST PROPERTIES, LLC
3032 SAWYER BOULEVARD
ST. CHARLES, MISSOURI 63301
(314) 267-0534

DISCLAIMER OF RESPONSIBILITY
I hereby disclaim any responsibility for all other drawings, specifications, estimates, reports or other documents or instruments relating to or intended to be used for any part or parts of the architectural or engineering project or survey other than these authenticated by my seal.

REVISIONS

BAX
ENGINEERING
PLANNING
SURVEYING
221 Point West Blvd.
St. Charles, MO 63301
636-928-5552
FAX 928-1718

Bax Engineering Company, Inc.
Missouri State Certificate of Authority Engineering #000655
Missouri State Certificate of Authority Surveying #000144

02/23/2026 DATE
23-19043A PROJECT NUMBER
1 of 1 SHEET OF
19043A REC FILE NAME
JLH DRAWN ADB CHECKED
DATE DONE IN FIELD

EXHIBIT A

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 3/17/2026
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☑

Bill # 14069

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 #3).

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 third budget amendment for the year 2026.

Budget Impact: (revenue generated, estimated cost, CIP item, etc.)
Fiscal Impact: N/A N/A
Account #: Multiple - Please see details in Bill
Project #:

RCA prepared by: js Dept. Dir. Jao Finance Dir. Jao Dir. of Admin. ✓

Bill No. 14069 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 #3)

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:

Account Number	Description	Amount	Project
100-199-199-439001-	CONTRIBUTION REVENUE	$6,025.00	

SECTION 2. Ordinance Number 25-086 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2026, is hereby amended by decreasing the following revenue accounts by the following amounts:

Account Number	Description	Amount	Project
	NONE		

SECTION 3. Ordinance Number 25-086 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2026, is hereby amended by increasing the following expenditure accounts by the following amounts:

Account Number	Description	Amount	Project
100-220-131-874102-	VEHICLES	$53,823.00	26PSPOL001
100-240-131-761099-	GENERAL SUPPLIES	$25.00	
100-240-402-758003-	TRAINING	$6,000.00	26PSFIR021
219-199-199-873199-	OTHER IMPROVEMENTS	$60,000.00	25SPBUS001
410-191-114-871101-	LAND ACQUISITION	$656,000.00	26ECODV001
410-500-551-874199-	MACHINERY & EQUIPMENT	$20,000.00	26PWFAC007

SECTION 4. Ordinance Number 25-086 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2026, is hereby amended by decreasing the following expenditure accounts by the following amounts:

Account Number	Description	Amount	Project
410-500-551-874199-	MACHINERY & EQUIPMENT	$20,000.00	25PWFAC005

SECTION 5. Ordinance Number 25-086 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2026, is hereby amended by increasing the following fund balance accounts by the following amounts:

Account Number	Description	Amount	Project
	NONE		

SECTION 6. Ordinance Number 25-086 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2026, is hereby amended by decreasing the following fund balance accounts by the following amounts:

Account Number	Description	Amount	Project
100-199-199-322061-	DWI RECOUPMENT FUND	$53,823.00	
219-199-199-321001-	MAIN STREET SBD FUND	$60,000.00	
410-199-199-321001-	CAPITAL FUND BALANCE	$656,000.00	

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 3/9/2026

_____ _____

Holly Magdziarz, City Attorney Date City Clerk

March 17, 2026

To: Members of City Council

From: Finance Department

SUBJECT: Proposed Amendment to the 2026 Budget
Budget Amendment# 3

The following budget amendment summary is presented for your consideration.

DWI RECOUPMENT FUNDS

- The Police Department would like to use $55,823.00 in DWI Recoupment Fund Balance to purchase a new Police Traffic/Enforcement Vehicle.

DONATION

- The Fire Department received a $25.00 donation to be used towards general operating supplies. We are requesting an increase of $25.00 in Donation Revenue and a corresponding increase in General Supplies Expense.
- The Fire Department received a $4,000.00 donation from the MO Kennel Club and a $2,000.00 grant from Sam's Club for Bruno to attend Tracker School in Georgia this year. We are requesting a $6,000.00 increase in Donation Revenue and corresponding increase in Training Expense.

MAIN STREET SPECIAL BUSINESS DISTRICT

- At the last Main Street SBD meeting, the board approved utilizing $60,000.00 in fund balance towards Main Street trash cans. We are requesting the use of fund balance to increase Other Improvements Expense by $60,000.00.

PROPERTY PURCHASE

- During 2024, we sold the three properties listed below to a developer. We would like to purchase these properties back in 2026 for a total of $656,000.00 for all three properties. These properties will be used as part of the Frenchtown redevelopment project.
  - 1604 N 2ND STREET
  - 1626 N 2ND STREET
  - 1630 N 2ND STREET

GUM REMOVAL MACHINE

- The Main Street SBD has requested gum to be removed from the sidewalks. Staff have determined that the most cost-effective way for us to complete this is to purchase a gum removal machine and perform this work in house. We currently have $20,000.00 in a project for a camera installation at Veteran's Memorial however there is not an immediate need for these cameras. There is an immediate need for the purchase of the gum removal machine. We are requesting to not complete the camera project this year and repurpose these funds for a gum removal machine.

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 3/17/2026
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☑

Bill # 14070

Request for Council Action

Ward(s): 2 **Sponsor(s):** Mark Hollander

Description:

An ordinance designating a certain tract of land in the City of St. Charles, Missouri, as a blighted area; approving the Development Plan for the First Capitol Place Redevelopment Area; Approving a Redevelopment Agreement in Connection with the Development Plan; and authorizing the City to take certain other actions in connection therewith.

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

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

Summary:

The Urban Redevelopment Law (the "URL"), at Chapter 353, RSMo, which is incorporated in the City's Code of Ordinances at Sections 515.030 to 515.060, authorizes the City to undertake certain redevelopment projects in areas that are declared blighted as defined in § 353.020(2), RSMo. This ordinance will designate the real property at 300 South Fifth Street as blighted and, in addition, approve a Development Plan and a Redevelopment Agreement for this property. Moreover, the URL allows for real property tax abatement on improvements and incremental increases in land value up to 25 years. However, the proposed Plan and Agreement will allow for an abatement only for up to 20 years. After that period, the property will be subject to assessment and payment of all ad valorem taxes, based on the full true value of the property. During the abatement period, certain payments in lieu of taxes (PILOTS) shall be paid to the County Collector in amounts as detailed in the Redevelopment Agreement.

The Redevelopment Agreement provides that tax abatements will not apply with respect to any special business district nor any special assessments, licenses or fees owed to the City. Property tax payments must also be made to emergency service districts, per § 353.110 RSMo.

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

Fiscal Impact: _____ **N/A** _____

Account #: _____

_____

_____

Project #: First Capitol Place Redevelopment Project

RCA prepared by: KB Dept. Dir. DWT Finance Dir. JAO Dir. of Admin. _____

Sponsored By: Mark Hollander

BILL NO. 14070 **ORDINANCE NO. _____**

AN ORDINANCE DESIGNATING A CERTAIN TRACT OF LAND IN THE CITY OF ST. CHARLES, MISSOURI, AS A BLIGHTED AREA; APPROVING THE DEVELOPMENT PLAN FOR THE FIRST CAPITOL PLACE REDEVELOPMENT AREA; APPROVING A REDEVELOPMENT AGREEMENT IN CONNECTION WITH THE DEVELOPMENT PLAN; AND AUTHORIZING THE CITY TO TAKE CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the City of St. Charles, Missouri, a constitutional home rule charter city and political subdivision of the State of Missouri (the "City"), is authorized and empowered to undertake certain redevelopment projects pursuant to Chapter 353 of the Revised Statutes of Missouri ("Chapter 353") and Chapter 515 of the Code of Ordinances of the City of Saint Charles, as amended (the "Urban Redevelopment Ordinance"); and

WHEREAS, the "Development Plan for the First Capitol Place Redevelopment Area," a copy of which is set forth as **Exhibit A**, attached hereto and incorporated herein by reference (the "Development Plan"), has been prepared and submitted to the City in connection with the proposed redevelopment of approximately 1.38 acres of real property generally located at 300 South Fifth Street in the City (the "Redevelopment Area"); and

WHEREAS, the Development Plan contemplates the use of real property tax abatement to incentivize redevelopment of the Redevelopment Area into a multi-family, residential apartment development with approximately 108 apartments and associated resident parking (as further described in the Development Plan, the "Redevelopment Project"); and

WHEREAS, included as **Appendix B** to the Development Plan is an analysis prepared by PGAV Planners, LLC (the "Blight Analysis"), which documents the current conditions of the Redevelopment Area and supports a finding that the Redevelopment Area is a "blighted area" as defined in Chapter 353; and

WHEREAS, implementation of the Development Plan through the completion of the Redevelopment Project will remediate the conditions that cause the Redevelopment Area to be a blighted area; and

WHEREAS, in accordance with Chapter 353 and the Urban Redevelopment Ordinance, the City Council held a duly noticed public hearing regarding the blight designation, the proposed Development Plan and the contemplated grant of tax abatement on April 7, 2026, at which hearing all interested persons and taxing districts were given the opportunity to be heard (the "Public Hearing"); and

WHEREAS, the City Council hereby finds and determines that it is desirable for the improvement of the economic welfare and development of the City to approve the Development Plan; and

WHEREAS, the City Council finds and determines that it is necessary and desirable in connection with the implementation of the Development Plan, including the granting of the tax abatement as contemplated therein, to enter into a Redevelopment Agreement (the "Redevelopment Agreement") with First Capitol Place LLC (the "Developer") and the First Capitol Place Redevelopment Corporation;

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

Section 1. Findings. Upon due consideration of the Development Plan, the Blight Analysis and the testimony presented at the Public Hearing, the City Council finds that:

(a) the Development Plan is in proper form and contains the information required by Chapter 353 and the Urban Redevelopment Ordinance;

(b) the Redevelopment Area described in the Development Plan is a "blighted area" as defined in Chapter 353, and the clearance, redevelopment, replanning, rehabilitation or reconstruction thereof is necessary and in the best interest of the City and its citizens; and

(c) the development of the Redevelopment Area, in accordance with the Development Plan, is not possible but for the availability of tax abatement pursuant to Chapter 353, in the amounts and for the durations set forth in the Development Plan.

Section 2. Approval of Development Plan. The Development Plan is hereby approved.

Section 3. Approval of Redevelopment Agreement. The City is hereby authorized to enter into the Redevelopment Agreement, in substantially the form of **Exhibit B**, attached hereto and incorporated herein by reference, with such changes therein as shall be approved by the officials of the City executing the Redevelopment Agreement and consistent with the intent hereof, such officials' signatures thereon being conclusive evidence of their approval thereof. The Mayor is hereby authorized to execute the Redevelopment Agreement, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized to attest to and affix the seal of the City to the Redevelopment Agreement.

Section 4. Further Authority. The City shall, and the officials, agents and employees of the City are hereby authorized to, take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Development Plan and the Redevelopment Agreement. The Mayor and the Director of Administration are hereby authorized, through the term of the Redevelopment Agreement, to execute all documents on behalf of the City (including documents pertaining to the financing or refinancing of the Redevelopment Project by the Developer) as may be required to carry out and comply with the intent of this Ordinance and the Redevelopment Agreement. The Mayor and the Director of Administration are further authorized, on behalf of the City, to grant such consents, estoppels and waivers relating to the Redevelopment Agreement as may be requested during the term thereof; provided, such consents, estoppels and/or waivers shall not increase the amount or duration of the economic incentives provided in the Redevelopment Agreement, waive an event of default or materially change the nature of the transaction. The City Clerk is authorized to attest to and affix the seal of the City to any document authorized by this Section.

Section 5. Savings. Except as expressly set forth herein, nothing contained in this Ordinance shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other ordinance of the City or the requirements thereof whether or not relating to or in manner connected with the subject matter hereof.

Section 6. Severability. If any term, condition or provision of this Ordinance is, to any extent, held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and

continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the City Council that it would have enacted this Ordinance without the invalid or unenforceable provision. If as a result of a subsequent change in applicable law, the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

Section 7. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval.

DATE PASSED: _____, 2026.

DATE APPROVED BY MAYOR: _____, 2026.

_____
Michael Galba, Presiding Officer

_____
Daniel Borgmeyer, Mayor

(SEAL)

ATTEST:



By: _____
Kimberly Hudson, City Clerk

Approved as to Form:

Holly Magdziarz 3/12/2026
Holly Magdziarz, City Attorney Date

EXHIBIT A

DEVELOPMENT PLAN

(On file in the office of the City Clerk)

300 South 5th Street Redevelopment Area
Chapter 353 Development Plan



PREPARED FOR:
City of St. Charles, Missouri

PROJECT LOCATION:
St. Charles, Missouri

March 5, 2026

PGAV PLANNERS
ST. LOUIS, MISSOURI

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SECTION I – INTRODUCTION

Purpose of the Plan

This document constitutes the development plan ("**Development Plan**" or "**Plan**") for the 300 South 5th Street Redevelopment Area (the "**Redevelopment Area**" or "**Area**"). The Area comprises approximately 1.380 acres of land within the City of St. Charles (the "**City**"), the County of St. Charles (the "**County**"), and the State of Missouri (the "**State**"). The Area contains one parcel of land having County parcel identification number 6-009D-B130-00-0003.0000000 and located five blocks west of the City's historic South Main Street. The Area is generally bounded by First Capitol Drive to the north, South 5th Street to the west, Jackson Street to the south, and the parcel boundaries of 405 First Capitol Drive and 412 Jackson Street to the east. See **Exhibit A – Area Boundary Map (Aerial Satellite)** for boundary map and **Exhibit B – Redevelopment Area Legal Description** Figure 1 and Figure 2 for acreage of land within the Area and legal description of the Area provided by Bax Engineering Company, Inc.

Redevelopment of the Area is planned by First Capitol Place LLC (the "**Developer**"), an affiliate of Alpine Management Corporation and St. Charles Strategic Development. The Developer will undertake the comprehensive redevelopment of the Area. This Plan describes the Developer's proposed redevelopment project (the "**Redevelopment Project**") for the Area and additional information as required by Chapter 353.

Provisions of Chapter 353

Sections 353.010 through 353.190 of the Revised Statutes of Missouri ("**RSMo**"), known as the Urban Redevelopment Corporations Law ("**Chapter 353**"), requires the preparation of a development plan for an area to qualify as a "Blighted Area". A "Blighted Area" is defined in Section 353.020(2) RSMo to have the same meaning as defined in Section 99.805 RSMo.

Section 99.805(1) RSMo defines "**Blighted Area**" as follows:

> *"Blighted Area", an area which, by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, or welfare in its present condition and use.*

Chapter 353 allows cities and counties to:

1. Identify and designate redevelopment areas that qualify as "Blighted Areas";
2. Adopt a development plan that designates an area in need of redevelopment and states the objectives to be attained and the redevelopment project to be undertaken;
3. Approve a redevelopment project for implementation of such development plan; and

4. Utilize the tools set forth in Chapter 353 to assist in reducing or eliminating those factors and conditions that cause the area to qualify as a "Blighted Area" through the completion of a redevelopment project.

The Area is currently underutilized commercial property. PGAV Planners, LLC ("**PGAV**") was retained to perform an analysis of the Area and determine whether the Area qualifies as a Blighted Area ("**Qualifications Analysis**" or "**Study**"). See **Exhibit C – Qualifications Analysis** for Study. As detailed within the Study, the observed insanitary and unsafe conditions, deterioration of site improvements, and the existence of conditions which endanger life or property by fire and other causes constitute an economic liability and a social liability in the Area's present condition and use. The Area meets the definition of a Blighted Area set forth in Chapter 353 because of the predominance and combination of the aforedescribed factors.

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SECTION II – REDEVELOPMENT AREA

The Area is generally bounded by First Capitol Drive to the north, South 5th Street to the west, Jackson Street to the south, and parcel boundaries of 405 First Capitol Drive and 412 Jackson Street to the east. The parcel was most recently the location of a bank. The bank building was demolished in 2024. Construction debris and the parking lot remain within the Area.

The Area contains County parcel 6-009D-B130-00-0003.0000000 comprising approximately 1.45 acres of land. A boundary map of the Area can be found in **Exhibit A – Area Boundary Map (Aerial Satellite)**. A legal description of the Area can be found in **Exhibit B – Redevelopment Area Legal Description**. The County Assessor determined a total 2025 appraised market value of $754,769. The 2025 assessed value, which is the most recent equalized assessed value ("**EAV**"), is $241,526.

The Area meets the definition of a Blighted Area set forth in Chapter 353. An analysis of these conditions was conducted by PGAV and is attached hereto in **Exhibit C – Qualifications Analysis**.

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SECTION III – REDEVELOPMENT PROJECT

General Description

The Developer proposes constructing a four-story, 108-unit multifamily building, along with associated resident parking, within the Area.

Rehabilitation And Construction

The Redevelopment Project includes the demolition of existing site improvements and the construction of a multifamily building. The Redevelopment Project will require acquisition costs; site preparation; hard costs; soft costs; and fixtures, furnishings, and equipment for a total estimated project cost of approximately $33.7 million. Table 1 provides an estimate of the anticipated costs associated with the implementation of the Redevelopment Project.

Table 1 - Redevelopment Project Costs

Project Cost Summary		
Hard Costs		$
Land	$	3,553,000
Construction Costs	$	24,029,900
Tenant Improvements	$	-
Total Hard Costs	$	27,582,900
Soft Costs		
Legal, insurance, architectural, engineering, loan fees, etc.		
Total Soft Costs	$	5,696,828
Other Costs		
FF&E/Owner Items	$	488,000
Public Infrastructure	$	-
Total Other Costs	$	488,000
TOTAL DEVELOPMENT COSTS	$	33,767,728

Actions Required

In order to implement the Redevelopment Project, permits will be required for construction and utility lines and easements may need to be relocated and/or reconfigured.

Financing

The Redevelopment Project is anticipated to cost approximately $33.7 million to complete. The Developer will pay for a portion of Redevelopment Project costs with its own capital (i.e., equity), private bank financing. The Developer will receive an abatement of a portion of real property taxes

pursuant to Chapter 353 and this Plan. The Developer will also receive a State and local sales and use tax exemption on the purchase of construction materials under Chapter 100.

Schedule

The Developer anticipates the Redevelopment Project will be completed twenty-one (21) months after commencement with an estimated timetable for construction as follows:

- Estimated Construction Start Date – Spring 2026
- Estimated Construction Completion Date – End of 2027

Developer

The Development Team has over $1 billion in completed real estate projects across multiple markets and is today working on revitalizing the St. Charles Historic District. The Developer's approach blends modern living standards with community-oriented design and deep respect for the area's historic character. Its goal is to boost local economic activity and meet housing demand while preserving and celebrating the district's historic identity.[1]

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[1] "About Us." *St. Charles Strategic Development*, 25 February 2026, https://stc-sd.com/

SECTION IV – TAX ABATEMENT

Abatement Request

The Developer seeks real property tax abatement pursuant to the following schedule:

- Years 1–5: 100% real property tax abatement
- Years 6–10: 50% real property tax abatement
- Years 11–20: 25% real property tax abatement

A Tax Impact Statement (the "**TIS**"), prepared by PGAV, summarizes the estimated impact on real property taxes that the tax abatement proposed by this Development Plan may have upon each affected political subdivision. See **Exhibit D – Tax Impact Statement** for TIS. The TIS estimates the amount of real property tax revenues that could be received under two different scenarios: 1) if the Redevelopment Project is successfully implemented and built; and 2) if the Redevelopment Project is not built and the Redevelopment Area remains in its current condition.

Remainder of Page Intentionally Left Blank

SECTION V – EMINENT DOMAIN

Eminent Domain Request

The Property within the Area is currently owned by First Capitol Place LLC and will not need to be acquired by use of the City's power of eminent domain pursuant to Section 353.170 RSMo.

Remainder of Page Intentionally Left Blank

PGAV PLANNERS

300 SOUTH 5TH STREET DEVELOPMENT PLAN
ST. CHARLES, MISSOURI

MARCH 5, 2026

EXHIBITS

EXHIBIT A – AREA BOUNDARY MAP (AERIAL SATELLITE)

Source: Nearmap, City of St. Charles, PGAV, 2026.



EXHIBIT B – REDEVELOPMENT AREA LEGAL DESCRIPTION

Figure 1 - Cropped ALTA Survey (Source: Bax Engineering Company, Inc.)

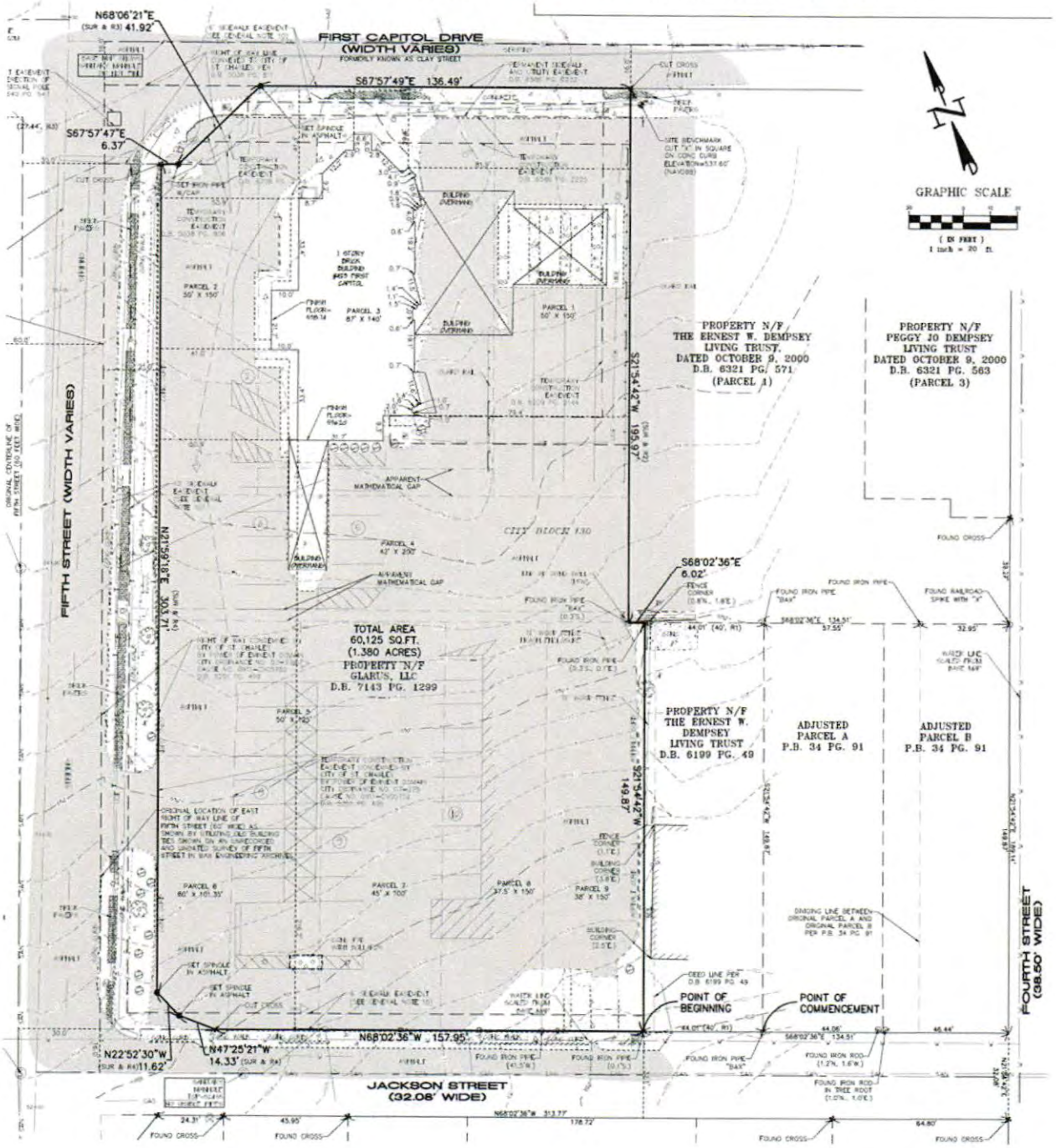


Figure 2 - Cropped ALTA Survey (Source: Bax Engineering Company, Inc.)

AS—SURVEYED PROPERTY DESCRIPTION

A TRACT OF LAND BEING PART OF CITY BLOCK 130 OF THE CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF ADJUSTED PARCEL A, ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 34 PAGE 91 OF THE ST. CHARLES COUNTY RECORDS WITH THE NORTH RIGHT OF WAY LINE OF JACKSON STREET (32.08 FEET WIDE); THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF JACKSON STREET, NORTH 68 DEGREES 02 MINUTES 36 SECONDS WEST 44.01 FEET TO THE EAST LINE OF PARCEL 9 OF PROPERTY CONVEYED TO GLARUS, LLC ACCORDING TO THE INSTRUMENT RECORDED IN DEED BOOK 7143 PAGE 1299 OF SAID RECORDS; THENCE CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE OF JACKSON STREET (32.08 FEET WIDE), NORTH 68 DEGREES 02 MINUTES 36 SECONDS WEST 157.95 FEET TO THE EAST RIGHT OF WAY LINE OF FIFTH STREET (WIDTH VARIES), AS WIDENED BY THE INSTRUMENT RECORDED IN DEED BOOK 5251 PAGE 499 OF SAID RECORDS, IN REFERENCE TO ST. CHARLES CITY ORDINANCE 07–275; THENCE ALONG SAID EAST RIGHT OF WAY LINE OF FIFTH STREET, WIDENED BY DEED BOOK 5251 PAGE 499, THE FOLLOWING COURSES AND DISTANCES: NORTH 47 DEGREES 25 MINUTES 21 SECONDS WEST 14.33 FEET; NORTH 22 DEGREES 52 MINUTES 30 SECONDS WEST 11.62 FEET; AND NORTH 21 DEGREES 59 MINUTES 18 SECONDS EAST 303.71 FEET TO A POINT IN THE EAST RIGHT OF WAY OF FIFTH STREET (WIDTH VARIES), AS WIDENED BY THE INSTRUMENT RECORDED IN DEED BOOK 5038 PAGE 811; THENCE ALONG SAID EAST RIGHT OF WAY LINE OF FIFTH STREET, WIDENED BY DEED BOOK 5038 PAGE 811, THE FOLLOWING COURSES AND DISTANCES: SOUTH 67 DEGREES 57 MINUTES 47 SECONDS EAST 6.37 FEET; AND NORTH 68 DEGREES 06 MINUTES 21 SECONDS EAST 41.92 FEET TO THE SOUTH RIGHT OF WAY LINE OF FIRST CAPITOL DRIVE (WIDTH VARIES); THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF FIRST CAPITOL DRIVE (WIDTH VARIES), SOUTH 67 DEGREES 57 MINUTES 49 SECONDS EAST 136.49 FEET TO THE WEST LINE OF PROPERTY CONVEYED TO THE ERNEST W. DEMPSEY LIVING TRUST ACCORDING TO THE INSTRUMENT RECORDED IN DEED BOOK 6321 PAGE 571 AS PARCEL 1; THENCE ALONG SAID WEST LINE OF PARCEL 1 OF THE DEMPSEY LIVING TRUST PROPERTY, SOUTH 21 DEGREES 54 MINUTES 42 SECONDS WEST 195.97 FEET TO A POINT IN THE SOUTH LINE THEREOF; THENCE ALONG THE SOUTH LINE OF SAID PARCEL 1 OF THE DEMPSEY LIVING TRUST PROPERTY, SOUTH 68 DEGREES 02 MINUTES 36 SECONDS EAST 6.02 FEET TO THE AFORESAID EAST LINE OF PARCEL 9 OF PROPERTY CONVEYED TO GLARUS, LLC; THENCE ALONG SAID EAST LINE OF PARCEL 9, SOUTH 21 DEGREES 54 MINUTES 42 SECONDS WEST 149.87 FEET TO THE POINT OF BEGINNING AND CONTAINING 60,125 SQUARE FEET.

EXHIBIT C – QUALIFICATIONS ANALYSIS

See Following Pages

for

300 South 5th Street Redevelopment Area – Chapter 353 Qualifications Analysis

300 South 5th Street Redevelopment Area
Chapter 353 Qualifications Analysis



PREPARED FOR:
City of St. Charles, Missouri

PROJECT LOCATION:
St. Charles, Missouri

March 5, 2026

PGAV PLANNERS
ST. LOUIS, MISSOURI

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SECTION I – INTRODUCTION

Area Description and Background

The 300 South 5th Street Redevelopment Area (the "**Redevelopment Area**" or "**Area**") comprises approximately 1.380 acres of land within the City of St. Charles (the "**City**"), the County of St. Charles (the "**County**"), and the State of Missouri (the "**State**"). See Figure 1 in Appendix A – Supporting Exhibits for regional overview. The Area contains one parcel of land having County parcel identification number 6-009D-B130-00-0003.0000000 and located five blocks west of the City's historic South Main Street. The Area is generally bounded by First Capitol Drive to the north, South 5th Street to the west, Jackson Street to the south, and the parcel boundaries of 405 First Capitol Drive and 412 Jackson Street to the east.

Figure 3 shows the existing zoning of the Area and the surrounding properties. The Area is currently zoned "CBD Central Business District". Figure 4 shows the existing land use of the Area and surrounding properties. The Area is currently underutilized as a vacant commercial property with deteriorated pavement, debris, litter, and poor lighting.

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SECTION II – BASIS FOR DESIGNATION AS A REDEVELOPMENT AREA

Statutory Definition of Blighted Area

Sections 353.010 through 353.190 of the Revised Statutes of Missouri ("**RSMo**"), known as the Urban Redevelopment Corporations Law ("**Chapter 353**"), requires the preparation of a development plan for an area to qualify as a "Blighted Area". A "Blighted Area" is defined in Section 353.020(2) RSMo to have the same meaning as defined in Section 99.805 RSMo.

Section 99.805(1) RSMo defines "**Blighted Area**" as follows:

> *"Blighted Area", an area which, by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, or welfare in its present condition and use.*

Analysis of Existing Conditions

PGAV Planners, LLC ("**PGAV**") was retained to perform an analysis of the Area and determine whether the Area qualifies as a Blighted Area ("**Qualifications Analysis**" or "**Study**"). This Study documents the conditions found to be present in the Area and contains the analysis of how such conditions cause the Area to be a Blighted Area as defined within Section 99.805(1) RSMo.

This Qualifications Analysis is based upon the on-site investigation of the Area conducted by PGAV in February 2026 (the "**Site Visit**"). Photographs illustrating representative blighting conditions were taken during the Site Visit and are included in Appendix B – Blighted Area Existing Conditions Photos. This Study will not reflect changes in conditions or events that have occurred after the date of the Site Visit.

Blighted Area Qualifications Analysis

Various factors were observed in the Area during the Site Visit that correspond to the factors set forth in the definition of a Blighted Area.

Findings Regarding Insanitary or Unsafe Conditions

The current property owner has partially fenced the Area and attempted to prevent unauthorized access. However, the fencing is temporary and held in place by sandbags presenting an opportunity for criminal trespass.

The Area is particularly dark at night due to a lack of artificial lighting. Without sufficient lighting, trespassing and criminal activity could occur. A structure that was previously located in the northern portion of the Area was recently demolished. Broken pieces of concrete and metal, holes, and cracked

asphalt are present throughout the Area. Debris in the Area poses a risk to trespassers, and debris from the Area that has spread to public streets and walkways bordering the Area poses a risk to passersby. Cracked, uneven pavement collects water, debris, and litter, creating potential breeding grounds for rodents and/or insects.

Findings Regarding Deterioration of Site Improvements

The concrete and asphalt paved surfaces in the Area are cracked, crumbling, and deteriorated. Potholes and uneven pavement are scattered throughout the Area. In the fenced portion of the Area, unkempt vegetation and debris cover what was previously a parking lot and the footprint of the former structure. Examples of these conditions are documented in the photos provided in Appendix B – Blighted Area Existing Conditions Photos.

Findings Regarding the Existence of Conditions Which Endanger Life or Property by Fire and Other Causes

The aforedescribed insanitary, unsafe, and deteriorated conditions present within the Area create circumstances that endanger life or property. The Area is partially secured with temporary fencing and lacks adequate lighting, making it vulnerable to trespassing and potential criminal activity. Metal and concrete debris scattered throughout the Area pose physical hazards to anyone who enters the Area, while loose fencing and piles of dirt provide concealment, contributing to unsafe conditions. Of particular concern are the uneven pavement, unsecured access points, and concealed areas, all of which could attract rodents, insects, or trespassers and collectively create a hazardous environment.

Findings Regarding Economic Liability

The Area, by reason of both a predominance of each of, as well as a combination of, insanitary and unsafe conditions and deterioration of site improvements, constitutes an economic liability. The Area, in its present condition and use, is underutilized. The conditions described herein are a deterrent to future investment and development in the Area.

Based on the Site Visit, PGAV's observations that the Area shows a predominance of insanitary and unsafe conditions is supported by the following evidence:

- Partial, temporary fencing around the Area, which is held in place by sandbags, that is inadequate to secure the Area and presents an opportunity for trespass and criminal activity;
- Insufficient artificial lighting in the Area that presents an opportunity for trespass and criminal activity;
- Due to recent demolitions of structures in the Area, there are broken pieces of concrete, metal, and debris piles that pose risks to trespassers and passersby; and
- Cracked asphalt, uncovered holes, and uneven pavement throughout the Area that pose risks to trespassers and collect water, debris, and litter which can create breeding grounds for rodents and insects.

Based on the Site Visit, PGAV's observations that the Area shows a deterioration of site improvements is supported by the following evidence:

- The asphalt and concrete paved surfaces in the Area are cracked, crumbling, and deteriorated;
- The presence of potholes and uneven pavement throughout the Area;
- In the fenced in portion of the Area, overgrown vegetation and debris covering what was previously a parking lot and the footprint of the former structure.

The above-described conditions will require private investment to remediate. If such conditions are not remediated, PGAV anticipates that the property values will be lower than similarly-situated properties that do not suffer from the same insanitary, unsafe, and deteriorated conditions. Lower property values are likely to result in less property tax revenues. At the same time, the continued existence of the insanitary, unsafe, and deteriorated conditions will likely result in the demand for future governmental services, such as responding to accidents and trespassing. The lower tax revenues combined with the increased demand for governmental services create an economic liability.

Since 2016, the assessed value of the Area has remained stagnant at approximately $241,500. For comparison, between 2015 and 2024, the assessed value of commercial property in the City has increased by an average of 4.2% annually according to the City's most recent annual comprehensive financial report from December 31, 2024. Over the same time period, inflation has increased at an average annual rate of 3.27% according to the Federal Reserve Bank of St. Louis. The value of the Area is not growing commensurate with inflation and is not generating economic value and tax value comparable to market trends and economic needs. Therefore, the Area constitutes an economic liability.

Findings Regarding Social Liability

The Area is also a social liability in its present condition and use due to the blighting factors previously described. Social liability exists where conditions present a threat to public safety and welfare. The Area's proximity to several residential properties and a hospital heightens concerns for public safety. Additionally, the Area's current condition conveys disinvestment and negatively affects perceptions of the surrounding neighborhood.

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SECTION III – SUMMARY OF FINDINGS

Summary

The Area is currently vacant with debris from a demolished structure; deteriorated, cracked, and crumbling pavement; metal and concrete debris, and litter that present insanitary and unsafe conditions. The Area presents a hazardous condition reducing neighboring property values. Ease of trespassing and potential for concealed criminal activity detract from the Area's condition. Ultimately, the condition of the Area menaces the public health, safety, and welfare and creates an economic and social liability.

The Area meets the definition of a Blighted Area set forth in Chapter 353 because of the predominance and combination of the aforedescribed factors. The observed insanitary and unsafe conditions, deterioration of site improvements, and the existence of conditions which endanger life or property by fire and other causes constitute an economic liability and a social liability in the Area's present condition and use.

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PGAV PLANNERS

300 SOUTH 5TH STREET QUALIFICATIONS ANALYSIS
ST. CHARLES, MISSOURI

MARCH 5, 2026

APPENDICES

APPENDIX A – SUPPORTING EXHIBITS

Appendix A – Supporting Exhibits includes exhibits which support the analysis within this Study.

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Figure 1 – Regional Overview

Source: US Census, ESRI, 2026.

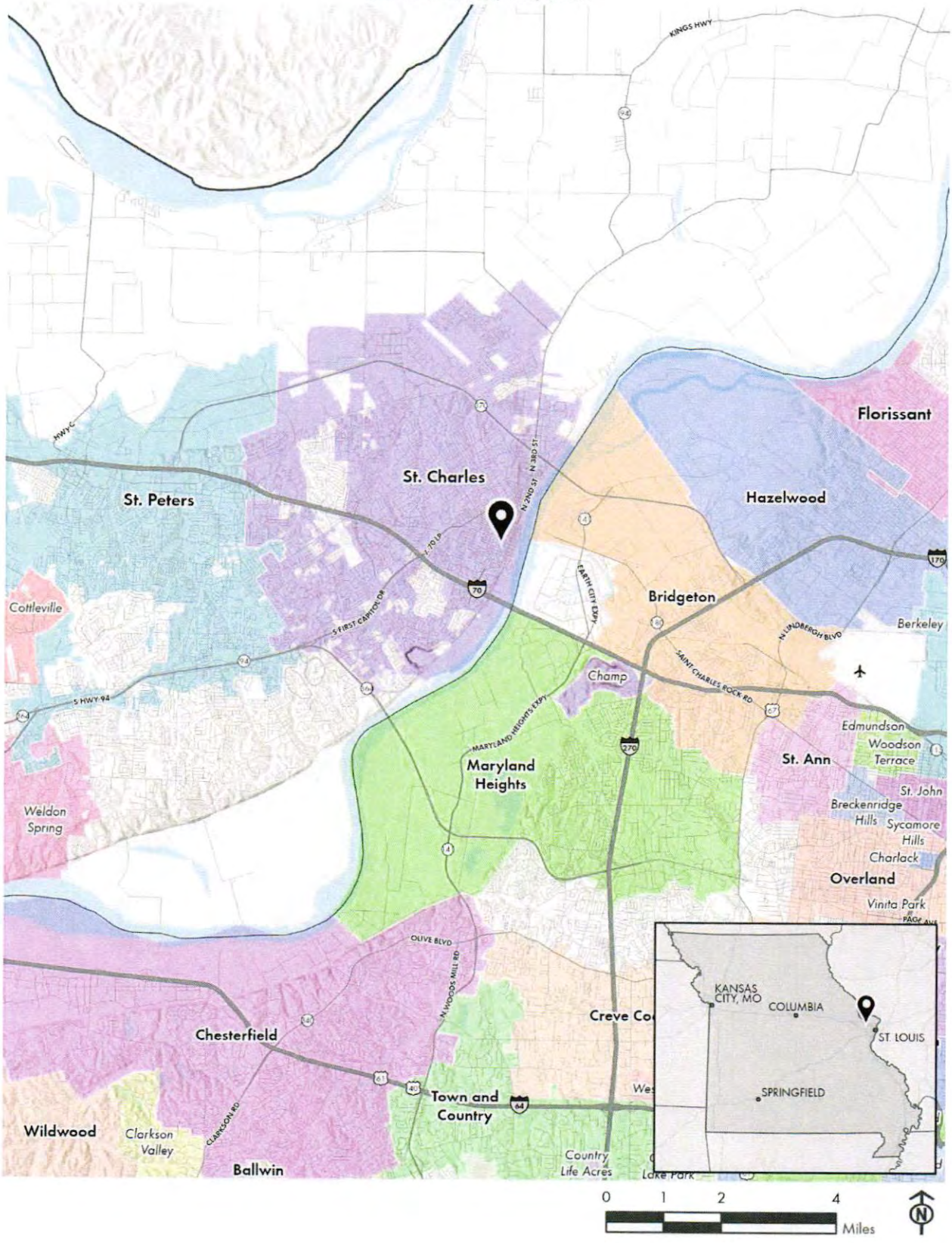


Figure 2 - Area Boundary Map (Aerial Satellite)

Source: Nearmap, City of St. Charles, PGAV, 2026.



Figure 3 - Existing Zoning Map

Source: City of St. Charles, St. Charles County, 2026.

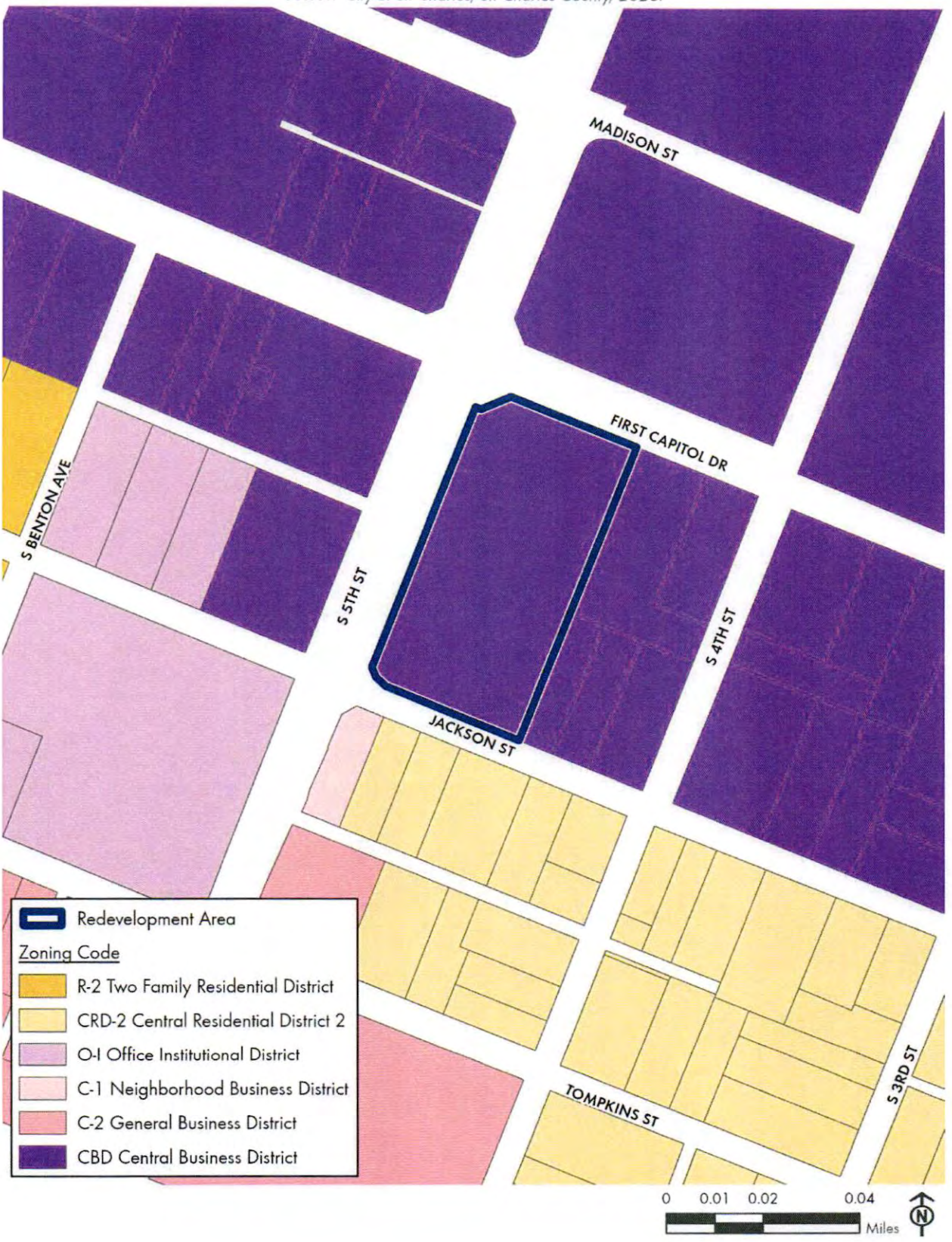


Figure 4 - Existing Land Use Map

Source: City of St. Charles, PGAV, 2026.

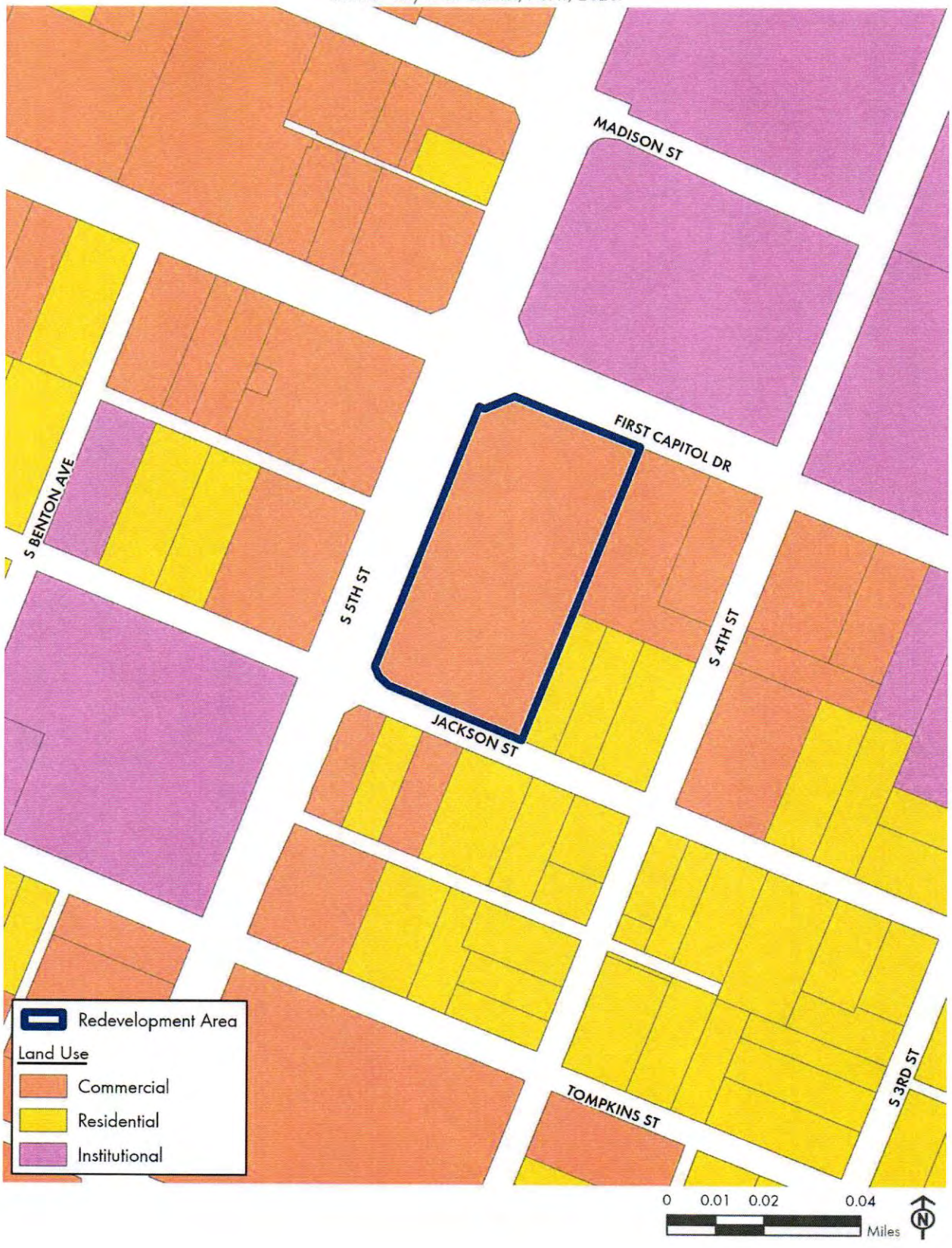
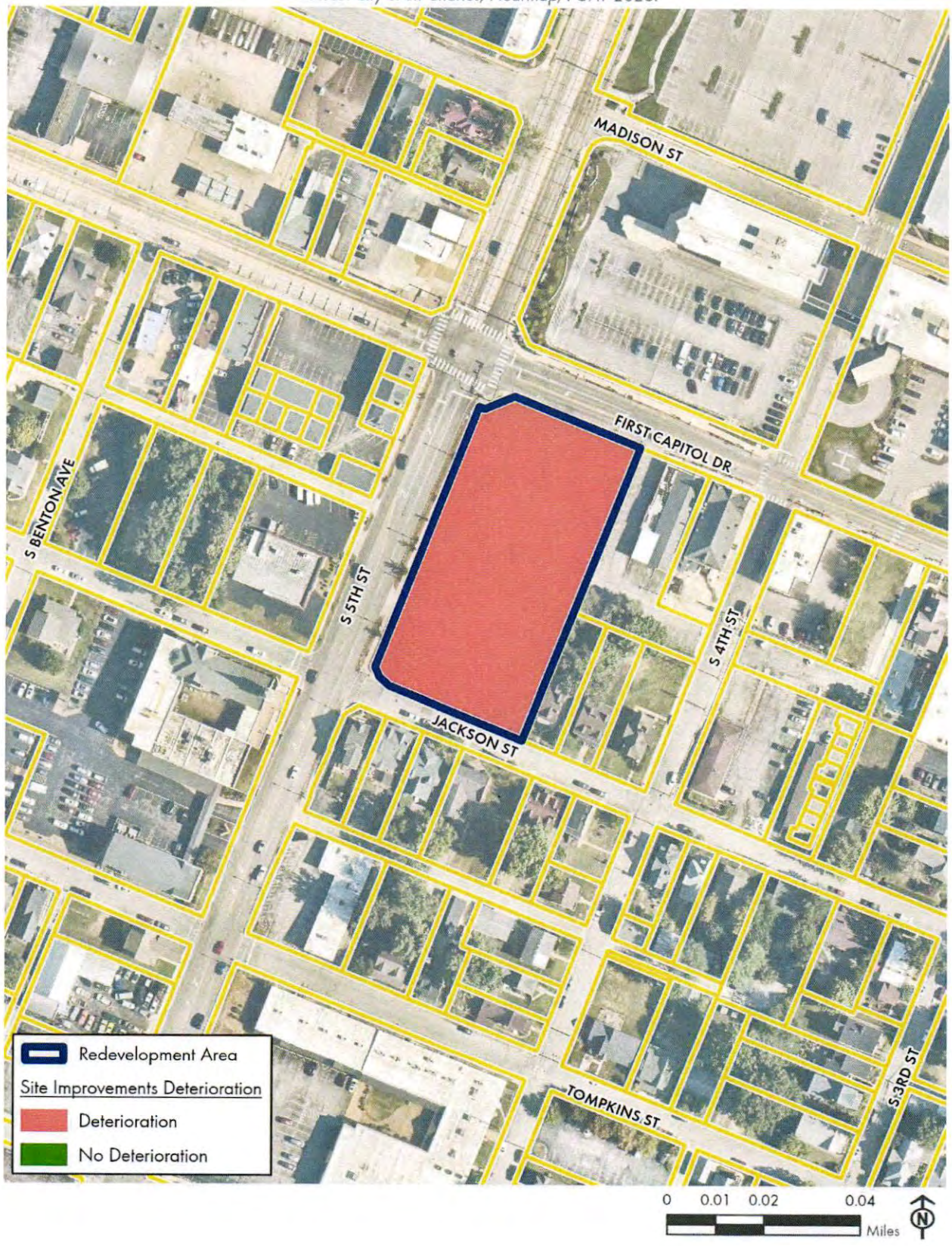


Figure 5 - Site Improvements Deterioration

Source: City of St. Charles, Nearmap, PGAV 2026.



APPENDIX B – BLIGHTED AREA EXISTING CONDITIONS PHOTOS

This Study is based upon the Site Visit. Photographs herein were taken during the Site Visit and illustrate representative blighting conditions. This Study will not reflect changes in conditions or events that have occurred after the date of the Site Visit.

Figure 6 – Insanitary and Unsafe Conditions

Description: Temporary fencing held in place by sandbags



Figure 7 – Insanitary and Unsafe Conditions

Description: Southern portion of the Area is not secured by fencing



Figure 8 – Insanitary and Unsafe Conditions

Description: Deteriorated and uneven asphalt collecting water



Figure 9 – Unsafe and Deteriorated

Description: Deteriorated and uneven asphalt with piles of dirt



Figure 10 – Unsafe and Deteriorated

Description: Cracked, crumbling, and uneven concrete paving showing deterioration.



Figure 11 – Unsafe and Deteriorated

Description: Concrete and metal debris present throughout the Area



Figure 12 – Unsafe and Deteriorated

Description: Uncovered holes



Figure 13 – Unsafe and Deteriorated

Description: Debris, piles of uncovered dirt, and areas of unmanaged vegetation.



Figure 14 - Unsafe and Deteriorated

Description: Debris and litter



Figure 15 – Unsafe and Deteriorated

Description: Cracked, crumbling, and deteriorated asphalt paving



Figure 16 – Unsafe and Deteriorated

Description: Cracked, crumbling, and deteriorated asphalt paving



Figure 17 – Unsafe and Deteriorated

Description: Deteriorated asphalt paving and tripping hazards



Figure 18 – Unsafe and Deteriorated

Description: Cracked, crumbling, and deteriorated asphalt.

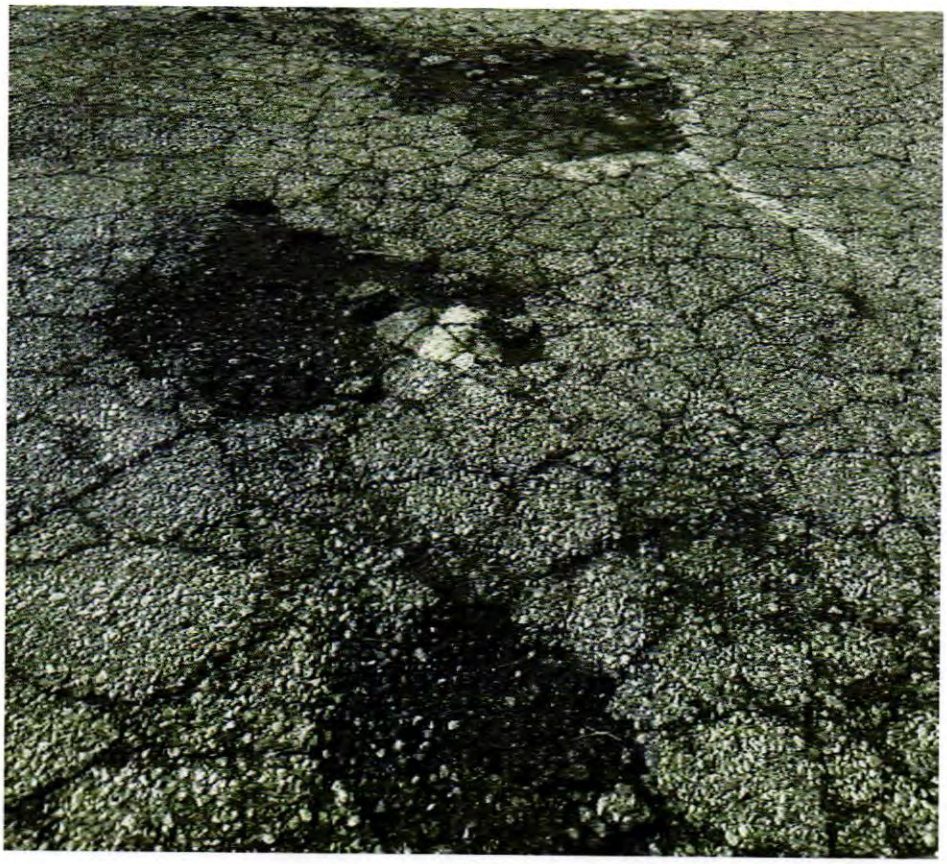


Figure 19 – Conditions Which Endanger Life

Description: Mounds of uncovered dirt provide concealment and make the Area vulnerable to trespassing and potential criminal activity.



EXHIBIT D – TAX IMPACT STATEMENT

See Following Pages

for

300 South 5th Street Redevelopment Area – Chapter 353 Tax Impact Statement

PGAV PLANNERS

Community Planning
Economic Development
Urban Design

Saint Louis Place
200 North Broadway, Suite 1000
St. Louis, Missouri 63102
(314) 231-7318

TECHNICAL MEMORANDUM

Re: Tax Impact Statement
300 South 5th Street
353 Redevelopment Area
St. Charles, Missouri

Date: March 5, 2026

To: Michael Durham, Alpine Management, LLC
Scott Riley, Cook & Riley, LLC

From: Andy Struckhoff and Lindsey Evans
PGAV Planners

PURPOSE OF THIS MEMORANDUM

This memorandum and the accompanying tables comprise the Tax Impact Statement ("**TIS**") for the 300 South 5th Street Redevelopment Area Chapter 353 Development Plan (the "**Development Plan**" or "**Plan**") proposed by First Capitol Place LLC (the "**Developer**"), an affiliate of Alpine Management Corporation and St. Charles Strategic Development, for the 300 South 5th Street Redevelopment Area (the "**Area**"), as described in the Plan. The Developer proposes constructing a 108-unit multifamily building of four stories, along with associated resident parking, within the Area (the "**Redevelopment Project**" or "**Project**").

The Area was formerly the location of a bank, which has been demolished. The Area is generally bounded by First Capitol Drive to the north, South 5th Street to the west, Jackson Street to the south, and the parcel boundaries of 405 First Capitol Drive and 412 Jackson Street to the east. See Figure 1 for a boundary map. The Area is within the City of St. Charles (the "**City**"), the County of St. Charles (the "**County**"), and the State of Missouri (the "**State**").

To render the Project financially feasible, the Developer has requested tax abatement pursuant to Sections 353.010 through 353.190 of the Revised Statutes of Missouri ("**RSMo**"), known as the Urban Redevelopment Corporations Law ("**Chapter 353**") and sales tax exemption on construction materials pursuant to Sections 100.010 through 100.200 RSMo ("**Chapter 100**"). PGAV Planners, LLC ("**PGAV**") was retained to: 1) prepare the Plan that describes the Developer's proposed Redevelopment Project and additional information required by Chapter 353; 2) perform an analysis of the Area and determine

whether the Area qualifies as a Blighted Area as defined in Section 353.020(2) RSMo ("**Qualifications Analysis**" or "**Study**"); and 3) prepare this TIS, which is an accompanying document to the Study and the Plan.

TAX REVENUE PROJECTIONS

Four major sources of revenue for local jurisdictions include real property taxes, personal property taxes, sales taxes, and utility taxes. This TIS estimates the impact of the Project and requested tax abatement on real property tax revenues. This TIS provides a written statement that includes an estimate of the amount of ad valorem tax revenues of each political subdivision that may be affected by the proposed real property tax abatement pursuant to Chapter 353. The Project, and the associated tax incentives requested by Developer in the Plan, are not expected to have a negative impact on personal property tax revenues or utility tax revenues of any political subdivision imposing such taxes. The impact of the State and local sales and use tax exemption on construction materials for the Project being facilitated by a Chapter 100 industrial revenue bond issuance have been separately analyzed in a cost benefit analysis prepared by Gilmore Bell on behalf of the City.

The revenue projections herein (the "**Projections**") are based on the Plan, related information provided to PGAV by the Developer, and additional research by PGAV. These Projections are for a Redevelopment Project that is not yet constructed. The Projections are based on a series of assumptions that must be considered when interpreting the results of this TIS. The user of this TIS is cautioned to study the assumptions noted throughout. See Figure 1 for Redevelopment Area boundary.

The no-build scenario within these Projections ("**No-Build Scenario**") assumes the Redevelopment Area remains in its current condition. The market value of real property in the Area is assumed to grow at one/half of one percent (0.5%) in reassessment years (odd-numbered years). This No-Build Scenario is summarized in Appendix B – No-Build Scenario, Table 3 and Table 4. The build scenario within these Projections ("**Build Scenario**") assumes the Redevelopment Project is successfully implemented with tax abatement pursuant to Chapter 353. This Build Scenario is summarized in Appendix C – Build Scenario, Table 5 and Table 6.

An annual comparison of the No-Build Scenario as compared to the Build Scenario is provided in Appendix D – Fiscal Impact Comparison Table 7. A comparison by taxing jurisdiction of the No-Build Scenario to the Build Scenario is provided in Appendix D – Fiscal Impact Comparison Table 8.

Figure 1 - Redevelopment Area Boundary

Source: Nearmap, City of St. Charles, PGAV, 2026.



REAL PROPERTY TAX ABATEMENT REQUEST

The Developer has requested Chapter 353 real property tax abatement on the real property within the Redevelopment Area (the "**Project Site**"). The Project Site includes the land and improvements. The Project Site may—subject to a redevelopment agreement between and among the City, the Developer, and an urban redevelopment corporation ("**Corporation**")—receive real property tax abatement for up to 25 years after title to the Project Site is transferred to the Corporation.

It is anticipated that the Project will be developed in one phase, and the title to the Project Site is anticipated to be transferred to the Corporation in 2028. Ad valorem real property tax abatement pursuant to Chapter 353 shall continue for 19 additional years (i.e., 20 years of tax abatement total).

1. During the first five years of the tax abatement period (expected to be 2028 through 2032, inclusive), ad valorem real property taxes shall be imposed in such amounts as measured by the "**Base EAV**" or "**Base Equalized Assessed Value**", defined as the assessed value of land included in the Project Site, exclusive of improvements, in the calendar year prior to the Corporation's acquisition of the Project Site (as required by Section 353.110.1 RSMo).
2. For the next ensuing five years of the tax abatement period (expected to be 2033 through 2037, inclusive), ad valorem real property taxes shall be imposed in such amounts as measured by the Base EAV. In addition, the Developer shall pay payments in lieu of ad valorem real property taxes ("**PILOTs**") equal to fifty (50%) of the value of the improvements, as determined by the St. Charles County Assessor ("**Assessor**"). Accordingly, during this period, the taxes and PILOTs will equal the taxes on the Base EAV plus fifty (50%) of the taxes on the value of the improvements.
3. For the next ensuing 10 years of the tax abatement period (expected to be 2038 through 2047, inclusive), ad valorem real property taxes shall be imposed in such amounts as measured by the total assessed value of the Project Site, including both the assessed value of the land and the assessed value of any improvements, as determined by the Assessor, using fifty (50%) of the Project Site's true value. In addition, the Developer shall pay PILOTs in such amounts that, together with any ad valorem property taxes due pursuant to the prior sentence, equal seventy-five (75%) of the true value of the land and the improvements, as determined by the Assessor. Accordingly, during this period, the taxes and PILOTs will equal seventy-five (75%) of the value of the land and the improvements.

Base Equalized Assessed Value ("EAV")

The annual assessed value must exceed the Base EAV in order for PILOTs to be generated. Based on the most recent (2025) assessment by the Assessor, the Project Site has a total assessed value of $241,526, which includes a land assessed value of $239,005 and an improvements assessed value of $2,521, as shown in Appendix A – Baseline Tables Table 1. The Base EAV used in years 1 through 10 of the Build Scenario within the Projections is $239,005.

Tax Rates

The 2025 property tax rates can be found in Appendix A – Baseline Tables Table 2. Actual tax rates will vary from year-to-year due to changes in adopted tax rates, State mandated rollbacks resulting from increased assessed value through reassessment, and/or bond issues and debt retirement. Therefore, the 2025 rates are used throughout the Projections.

Emergency Service District Payments

Chapter 353 allows any district or county imposing a property tax for the purposes of providing emergency services under Chapter 190 RSMo or Chapter 321 RSMo to be reimbursed in an amount that is at least fifty percent (50%) but not more than one hundred percent (100%) of the amount of ad valorem property tax revenues that the district or county would have received in the absence of the tax abatement or exemption provided under Chapter 353. An ambulance district board operating under Chapter 190 RSMo, a fire protection district board operating under Chapter 321 RSMo, or the governing body of a county operating a 911 center providing emergency or dispatch services under Chapter 190 RSMo or Chapter 321 RSMo (collectively referred to herein as "**Emergency Services**") shall annually set the reimbursement rate prior to the time the assessment is determined by the Assessor. The Projections assume, during the entire term projected, that each Emergency Services district will elect to be reimbursed for 100% of its tax revenues.

Projected Market Value and Assessed Value

The assumptions used in this TIS to project future market values are based on information on comparable facilities obtained from the Assessor. At the time the Project is completed, the Assessor will appraise the actual Project as constructed. Since the Redevelopment Project has not yet been built, the Assessor cannot determine the future appraised value for purposes of levying real property taxes. Note that future appeals of the Assessor's appraisal may also impact the amount of property tax revenues generated by the Redevelopment Project.

The estimated market value for the proposed Project is $130,000 per unit. At 108 units, the estimated market value for the Project is $14,040,000.

Growth in Market Value

Based on the construction schedule provided by the Developer, the Project is assumed to be assessed at 100% of its value on January 1, 2028. The market value is assumed to grow two percent (2%) at each reassessment year (odd numbered years) after construction completion.

TAX REVENUE PROJECTION TABLES

The attached revenue tables comprise the substance of this TIS. The baseline tables establish the basic assumptions about the Redevelopment Project and identify the estimated Base EAV of real property.

The fiscal impact analysis tables for the No-Build Scenario illustrate the distribution of taxes to affected taxing districts should the Development Plan not be adopted and the Project not be built. The fiscal impact analysis tables for the Build Scenario show the distribution of taxes to the affected taxing districts over the life of the Project should the Development Plan be adopted.

GENERAL CONDITIONS AND ASSUMPTIONS

This Memo is based on assumptions, projections, and information provided by the City and various other sources considered reliable. PGAV neither verified nor audited the information that was provided by the other sources. Information provided by others is assumed to be reliable, but PGAV assumes no responsibility for its accuracy or certainty.

These projections are intended to be interpreted and used based on the assumptions used for their preparation. Projections formulated in this document are based on currently available information and the assumptions as stated. PGAV believes that the assumptions used in this analysis constitute a reasonable basis for its preparation.

In addition to the impact on these projections of actual implementation activities, external factors may influence these assumptions and projections as well. Changes in the national, regional, and local economic and real estate market conditions and trends may impact the real estate market and redevelopment activity. Changes or modifications may also be caused by economic, environmental, legislative, or physical events or conditions. PGAV assumes no liability should market conditions change or the development schedule not be met.

The tax revenue projections contained in this report represent prospective information, opinions, and estimates regarding a development project that is not yet constructed. These projections are not provided as predictions or assurances that a certain level of performance will be achieved or that certain events will occur. The actual results will vary from the projections described herein and the variations may be material. Because the future is uncertain, there is risk associated with achieving the results projected. PGAV assumes no responsibility for any degree of risk involved.

This report and the information included herein are intended for the purposes of providing a preliminary concept of the performance of this potential project for use by the City and should not be used for other purposes with the exception of sharing with overlapping taxing districts.

Neither this document nor its contents may be referred to or quoted, in whole or in part, for any purpose including, but not limited to, any official statement for a bond issue and consummation of a bond sale, any registration statement, prospectus, loan, or other agreement or document, without prior review and written approval by PGAV regarding any representation therein with respect to PGAV's organization and work product.

PGAV PLANNERS

300 SOUTH 5TH STREET REDEVELOPMENT AREA
TAX IMPACT STATEMENT
ST. CHARLES, MISSOURI

MARCH 5, 2026

APPENDICES

APPENDIX A – BASELINE TABLES

Table 1 - Base EAV (Land and Improvements)

Source: County Assessor, 2026.

Site Address	Parcel ID	Assessed Value - Land	Assessed Value - Improvements	Assessed Value - Total Total (32% Commercial)
Base EAV Analysis				
300 S 5TH ST, ST CHARLES, 63301	6-009D-B130-00-0003.0000000	$ 239,005	$ 2,521	$ 241,526
Estimated Base Equalized Assessed Value		**$ 239,005**		

Notes:
(1) 2025 Assessed Values from County Assessor

Table 2 - 2025 Real Property Tax Rates

Source: County Assessor, 2026.

	Subject to Tax Abatement?	Total Residential Tax Rate per $100	Total Commercial Tax Rate per $100
Taxing Districts			
State of Missouri	Yes	0.0300	0.0300
St. Charles County - Road & Bridge	Yes	0.1687	0.1687
St. Charles County - Developmental Disability Board	Yes	0.1068	0.1068
St. Charles County - Public Library District	Yes	0.1668	0.1668
St. Charles County - Community College (General Revenue)	Yes	0.1323	0.1323
St. Charles County - Community College (Debt Service)	Yes	0.0246	0.0246
City of St. Charles - Debt Service	Yes	0.1613	0.1613
City of St. Charles - General Revenue	Yes	0.4148	0.4148
City of St. Charles - Parks & Recreation	Yes	0.1788	0.1788
St. Charles School District R6 (Debt)	Yes	0.7500	0.7500
St. Charles School District R6 (Non-Debt)	Yes	3.7241	3.7241
Subtotal Rate		**5.8582**	**5.8582**
Commercial			
Commercial Surcharge	Yes	0.0000	0.5300
Subtotal Commercial Rate		**0.0000**	**0.5300**
Emergency Services			
St. Charles County - Dispatch & Alarm	No	0.0324	0.0324
St. Charles County - Ambulance District (General Revenue)	No	0.2675	0.2675
St. Charles County - Ambulance District (Debt Service)	No	0.0500	0.0500
Subtotal Emergency Services Rate		**0.3499**	**0.3499**
Total Rate		**6.2081**	**6.7381**

Notes:

(1) Although actual tax rates may vary from year to year, the 2025 rates are used throughout this analysis to project property tax revenues.

(2) Pursuant to Chapter 353, an emergency services district is entitled to request reimbursement in an amount that is at least 50% but not more than 100% of the amount of ad valorem property tax revenues that the emergency services district would have received in the absence of tax abatement. For the purposes of this TIS, it is assumed that St. Charles County Ambulance District and St. Charles County Dispatch & Alarm have requested reimbursement of 100% of the amount of ad valorem tax revenues that the district would have received in the absence of tax abatement.

APPENDIX B – NO-BUILD SCENARIO

Table 3 – Estimated Real Property Taxes Paid (No Build) by Jurisdiction (Table 1 of 2)

Calendar Years		2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
TIF Program Year		1	2	3	4	5	6	7	8	9	10
Total Commercial Market Value		$ 754,769	$ 758,543	$ 758,543	$ 762,336	$ 762,336	$ 766,147	$ 766,147	$ 769,978	$ 769,978	$ 773,828
Total Commercial Assessed Value		**$ 241,526**	**$ 242,734**	**$ 242,734**	**$ 243,947**	**$ 243,947**	**$ 245,167**	**$ 245,167**	**$ 246,393**	**$ 246,393**	**$ 247,625**
Base EAV (Years 1-10) (to pay base taxes on)		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Commercial Incremental Assessed Value (Value of Improvements)		$ 241,526	$ 242,734	$ 242,734	$ 243,947	$ 243,947	$ 245,167	$ 245,167	$ 246,393	$ 246,393	$ 247,625
Tax Abatement		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Total Commercial Unabated Value (to pay PILOTs on)		$ 241,526	$ 242,734	$ 242,734	$ 243,947	$ 243,947	$ 245,167	$ 245,167	$ 246,393	$ 246,393	$ 247,625
Total Commercial Base + Unabated Assessed Value		**$ 241,526**	**$ 242,734**	**$ 242,734**	**$ 243,947**	**$ 243,947**	**$ 245,167**	**$ 245,167**	**$ 246,393**	**$ 246,393**	**$ 247,625**
	Comm. Rate	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
		1	2	3	4	5	6	7	8	9	10
Taxing Districts		Taxes Paid on Total Assessed Value					Taxes Paid on Total Assessed Value				
State of Missouri	0.0300	$ 72	$ 73	$ 73	$ 73	$ 73	$ 74	$ 74	$ 74	$ 74	$ 74
St. Charles County - Road & Bridge	0.1687	$ 407	$ 409	$ 409	$ 412	$ 412	$ 414	$ 414	$ 416	$ 416	$ 418
St. Charles County - Developmental Disability Board	0.1068	$ 258	$ 259	$ 259	$ 261	$ 261	$ 262	$ 262	$ 263	$ 263	$ 264
St. Charles County - Public Library District	0.1668	$ 403	$ 405	$ 405	$ 407	$ 407	$ 409	$ 409	$ 411	$ 411	$ 413
St. Charles County - Community College (General Revenue)	0.1323	$ 320	$ 321	$ 321	$ 323	$ 323	$ 324	$ 324	$ 326	$ 326	$ 328
St. Charles County - Community College (Debt Service)	0.0246	$ 59	$ 60	$ 60	$ 60	$ 60	$ 60	$ 60	$ 61	$ 61	$ 61
City of St. Charles - Debt Service	0.1613	$ 390	$ 392	$ 392	$ 393	$ 393	$ 395	$ 395	$ 397	$ 397	$ 399
City of St. Charles - General Revenue	0.4148	$ 1,002	$ 1,007	$ 1,007	$ 1,012	$ 1,012	$ 1,017	$ 1,017	$ 1,022	$ 1,022	$ 1,027
City of St. Charles - Parks & Recreation	0.1788	$ 432	$ 434	$ 434	$ 436	$ 436	$ 438	$ 438	$ 441	$ 441	$ 443
St. Charles School District R6 (Debt)	0.7500	$ 1,811	$ 1,821	$ 1,821	$ 1,830	$ 1,830	$ 1,839	$ 1,839	$ 1,848	$ 1,848	$ 1,857
St. Charles School District R6 (Non-Debt)	3.7241	$ 8,995	$ 9,040	$ 9,040	$ 9,085	$ 9,085	$ 9,130	$ 9,130	$ 9,176	$ 9,176	$ 9,222
Commercial		Taxes Paid on Total Assessed Value					Taxes Paid on Total Assessed Value				
Commercial Surcharge	0.5300	$ 1,280	$ 1,286	$ 1,286	$ 1,293	$ 1,293	$ 1,299	$ 1,299	$ 1,306	$ 1,306	$ 1,312
Emergency Services		Taxes Paid on Total Assessed Value					Taxes Paid on Total Assessed Value				
St. Charles County - Dispatch & Alarm	0.0324	$ 78	$ 79	$ 79	$ 79	$ 79	$ 79	$ 79	$ 80	$ 80	$ 80
St. Charles County - Ambulance District (General Revenue)	0.2675	$ 646	$ 649	$ 649	$ 653	$ 653	$ 656	$ 656	$ 659	$ 659	$ 662
St. Charles County - Ambulance District (Debt Service)	0.0500	$ 121	$ 121	$ 121	$ 122	$ 122	$ 123	$ 123	$ 123	$ 123	$ 124
Estimated Total Real Property Taxes Paid - No-Build		**$ 16,274**	**$ 16,356**	**$ 16,356**	**$ 16,437**	**$ 16,437**	**$ 16,520**	**$ 16,520**	**$ 16,602**	**$ 16,602**	**$ 16,685**

Table 4 - Estimated Real Property Taxes Paid (No Build) by Jurisdiction (Table 2 of 2)

Calendar Years		2038	2039	2040	2041	2042	2043	2044	2045	2046	2047
TIF Program Year		11	12	13	14	15	16	17	18	19	20
Total Commercial Market Value		$ 773,828	$ 777,697	$ 777,697	$ 781,585	$ 781,585	$ 785,493	$ 785,493	$ 789,421	$ 789,421	$ 793,368
Total Commercial Assessed Value		**$ 247,625**	**$ 248,863**	**$ 248,863**	**$ 250,107**	**$ 250,107**	**$ 251,358**	**$ 251,358**	**$ 252,615**	**$ 252,615**	**$ 253,878**
Base EAV (Years 1-10) (to pay base taxes on)		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Commercial Incremental Assessed Value (Value of Improvements)		$ 247,625	$ 248,863	$ 248,863	$ 250,107	$ 250,107	$ 251,358	$ 251,358	$ 252,615	$ 252,615	$ 253,878
Tax Abatement		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Total Commercial Unabated Value (to pay PILOTs on)		$ 247,625	$ 248,863	$ 248,863	$ 250,107	$ 250,107	$ 251,358	$ 251,358	$ 252,615	$ 252,615	$ 253,878
Total Commercial Base + Unabated Assessed Value		**$ 247,625**	**$ 248,863**	**$ 248,863**	**$ 250,107**	**$ 250,107**	**$ 251,358**	**$ 251,358**	**$ 252,615**	**$ 252,615**	**$ 253,878**
	Comm. Rate	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**
		11	**12**	**13**	**14**	**15**	**16**	**17**	**18**	**19**	**20**
Taxing Districts		Taxes Paid on Total Assessed Value									
State of Missouri	0.0300	$ 74	$ 75	$ 75	$ 75	$ 75	$ 75	$ 75	$ 76	$ 76	$ 76
St. Charles County - Road & Bridge	0.1687	$ 418	$ 420	$ 420	$ 422	$ 422	$ 424	$ 424	$ 426	$ 426	$ 428
St. Charles County - Developmental Disability Board	0.1068	$ 264	$ 266	$ 266	$ 267	$ 267	$ 268	$ 268	$ 270	$ 270	$ 271
St. Charles County - Public Library District	0.1668	$ 413	$ 415	$ 415	$ 417	$ 417	$ 419	$ 419	$ 421	$ 421	$ 423
St. Charles County - Community College (General Revenue)	0.1323	$ 328	$ 329	$ 329	$ 331	$ 331	$ 333	$ 333	$ 334	$ 334	$ 336
St. Charles County - Community College (Debt Service)	0.0246	$ 61	$ 61	$ 61	$ 62	$ 62	$ 62	$ 62	$ 62	$ 62	$ 62
City of St. Charles - Debt Service	0.1613	$ 399	$ 401	$ 401	$ 403	$ 403	$ 405	$ 405	$ 407	$ 407	$ 410
City of St. Charles - General Revenue	0.4148	$ 1,027	$ 1,032	$ 1,032	$ 1,037	$ 1,037	$ 1,043	$ 1,043	$ 1,048	$ 1,048	$ 1,053
City of St. Charles - Parks & Recreation	0.1788	$ 443	$ 445	$ 445	$ 447	$ 447	$ 449	$ 449	$ 452	$ 452	$ 454
St. Charles School District R6 (Debt)	0.7500	$ 1,857	$ 1,866	$ 1,866	$ 1,876	$ 1,876	$ 1,885	$ 1,885	$ 1,895	$ 1,895	$ 1,904
St. Charles School District R6 (Non-Debt)	3.7241	$ 9,222	$ 9,268	$ 9,268	$ 9,314	$ 9,314	$ 9,361	$ 9,361	$ 9,408	$ 9,408	$ 9,455
Commercial		Taxes Paid on Total Assessed Value									
Commercial Surcharge	0.5300	$ 1,312	$ 1,319	$ 1,319	$ 1,326	$ 1,326	$ 1,332	$ 1,332	$ 1,339	$ 1,339	$ 1,346
Emergency Services		Taxes Paid on Total Assessed Value									
St. Charles County - Dispatch & Alarm	0.0324	$ 80	$ 81	$ 81	$ 81	$ 81	$ 81	$ 81	$ 82	$ 82	$ 82
St. Charles County - Ambulance District (General Revenue)	0.2675	$ 662	$ 666	$ 666	$ 669	$ 669	$ 672	$ 672	$ 676	$ 676	$ 679
St. Charles County - Ambulance District (Debt Service)	0.0500	$ 124	$ 124	$ 124	$ 125	$ 125	$ 126	$ 126	$ 126	$ 126	$ 127
Estimated Total Real Property Taxes Paid - No-Build		**$ 16,685**	**$ 16,769**	**$ 16,769**	**$ 16,852**	**$ 16,852**	**$ 16,937**	**$ 16,937**	**$ 17,021**	**$ 17,021**	**$ 17,107**

APPENDIX C – BUILD SCENARIO

Table 5 – Estimated Real Property Taxes Paid (Build) by Jurisdiction (Table 1 of 2)

Calendar Years		2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
TIF Program Year		1	2	3	4	5	6	7	8	9	10
Total Residential Market Value		$ 14,040,000	$ 14,320,800	$ 14,320,800	$ 14,607,216	$ 14,607,216	$ 14,899,360	$ 14,899,360	$ 15,197,348	$ 15,197,348	$ 15,501,294
Total Residential Assessed Value		**$ 2,667,600**	**$ 2,720,952**	**$ 2,720,952**	**$ 2,775,371**	**$ 2,775,371**	**$ 2,830,878**	**$ 2,830,878**	**$ 2,887,496**	**$ 2,887,496**	**$ 2,945,246**
Base EAV (Years 1-10) (to pay base taxes on)		$ 239,005	$ 239,005	$ 239,005	$ 239,005	$ 239,005	$ 239,005	$ 239,005	$ 239,005	$ 239,005	$ 239,005
Total Residential Incremental Assessed Value (Value of Improvements)		$ 2,428,595	$ 2,481,947	$ 2,481,947	$ 2,536,366	$ 2,536,366	$ 2,591,873	$ 2,591,873	$ 2,648,491	$ 2,648,491	$ 2,706,241
Tax Abatement		100%	100%	100%	100%	100%	50%	50%	50%	50%	50%
Total Residential Unabated Value (to pay PILOTs on)		$ -	$ -	$ -	$ -	$ -	$ 1,295,937	$ 1,295,937	$ 1,324,245	$ 1,324,245	$ 1,353,120
Total Residential Base + Unabated Assessed Value		**$ 239,005**	**$ 239,005**	**$ 239,005**	**$ 239,005**	**$ 239,005**	**$ 1,534,942**	**$ 1,534,942**	**$ 1,563,251**	**$ 1,563,251**	**$ 1,592,126**
	Res. Rate	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**
		1	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**
Taxing Districts		Taxes Paid on Base					Taxes Paid on Base + PILOTs Paid on 50%				
State of Missouri	0.0300	$ 72	$ 72	$ 72	$ 72	$ 72	$ 460	$ 460	$ 469	$ 469	$ 478
St. Charles County - Road & Bridge	0.1687	$ 403	$ 403	$ 403	$ 403	$ 403	$ 2,589	$ 2,589	$ 2,637	$ 2,637	$ 2,686
St. Charles County - Developmental Disability Board	0.1068	$ 255	$ 255	$ 255	$ 255	$ 255	$ 1,639	$ 1,639	$ 1,670	$ 1,670	$ 1,700
St. Charles County - Public Library District	0.1668	$ 399	$ 399	$ 399	$ 399	$ 399	$ 2,560	$ 2,560	$ 2,608	$ 2,608	$ 2,656
St. Charles County - Community College (General Revenue)	0.1323	$ 316	$ 316	$ 316	$ 316	$ 316	$ 2,031	$ 2,031	$ 2,068	$ 2,068	$ 2,106
St. Charles County - Community College (Debt Service)	0.0246	$ 59	$ 59	$ 59	$ 59	$ 59	$ 378	$ 378	$ 385	$ 385	$ 392
City of St. Charles - Debt Service	0.1613	$ 386	$ 386	$ 386	$ 386	$ 386	$ 2,476	$ 2,476	$ 2,522	$ 2,522	$ 2,568
City of St. Charles - General Revenue	0.4148	$ 991	$ 991	$ 991	$ 991	$ 991	$ 6,367	$ 6,367	$ 6,484	$ 6,484	$ 6,604
City of St. Charles - Parks & Recreation	0.1788	$ 427	$ 427	$ 427	$ 427	$ 427	$ 2,744	$ 2,744	$ 2,795	$ 2,795	$ 2,847
St. Charles School District R6 (Debt)	0.7500	$ 1,793	$ 1,793	$ 1,793	$ 1,793	$ 1,793	$ 11,512	$ 11,512	$ 11,724	$ 11,724	$ 11,941
St. Charles School District R6 (Non-Debt)	3.7241	$ 8,901	$ 8,901	$ 8,901	$ 8,901	$ 8,901	$ 57,163	$ 57,163	$ 58,217	$ 58,217	$ 59,292
Commercial		Taxes Paid on Base					Taxes Paid on Base + PILOTs Paid on 50%				
Commercial Surcharge	0.0000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Emergency Services		Taxes Paid on Total Assessed Value					Taxes Paid on Total Assessed Value				
St. Charles County - Dispatch & Alarm	0.0324	$ 864	$ 882	$ 882	$ 899	$ 899	$ 917	$ 917	$ 936	$ 936	$ 954
St. Charles County - Ambulance District (General Revenue)	0.2675	$ 7,136	$ 7,279	$ 7,279	$ 7,424	$ 7,424	$ 7,573	$ 7,573	$ 7,724	$ 7,724	$ 7,879
St. Charles County - Ambulance District (Debt Service)	0.0500	$ 1,334	$ 1,360	$ 1,360	$ 1,388	$ 1,388	$ 1,415	$ 1,415	$ 1,444	$ 1,444	$ 1,473
Estimated Total Real Property Taxes Paid - Build		**$ 23,335**	**$ 23,522**	**$ 23,522**	**$ 23,712**	**$ 23,712**	**$ 99,825**	**$ 99,825**	**$ 101,682**	**$ 101,682**	**$ 103,575**

Table 6 - Estimated Real Property Taxes Paid (Build) by Jurisdiction (Table 2 of 2)

Calendar Years		2038	2039	2040	2041	2042	2043	2044	2045	2046	2047
TIF Program Year		11	12	13	14	15	16	17	18	19	20
Total Residential Market Value		$ 15,501,294	$ 15,811,320	$ 15,811,320	$ 16,127,547	$ 16,127,547	$ 16,450,098	$ 16,450,098	$ 16,779,100	$ 16,779,100	$ 17,114,682
Total Residential Assessed Value		**$ 2,945,246**	**$ 3,004,151**	**$ 3,004,151**	**$ 3,064,234**	**$ 3,064,234**	**$ 3,125,519**	**$ 3,125,519**	**$ 3,188,029**	**$ 3,188,029**	**$ 3,251,790**
Base EAV (Years 1-10) (to pay base taxes on)		$ 1,472,623	$ 1,502,075	$ 1,502,075	$ 1,532,117	$ 1,532,117	$ 1,562,759	$ 1,562,759	$ 1,594,014	$ 1,594,014	$ 1,625,895
Total Residential Incremental Assessed Value (Value of Improvements)		$ 1,472,623	$ 1,502,075	$ 1,502,075	$ 1,532,117	$ 1,532,117	$ 1,562,759	$ 1,562,759	$ 1,594,014	$ 1,594,014	$ 1,625,895
Tax Abatement		25%	25%	25%	25%	25%	25%	25%	25%	25%	25%
Total Residential Unabated Value (to pay PILOTs on)		$ 736,311	$ 751,038	$ 751,038	$ 766,058	$ 766,058	$ 781,380	$ 781,380	$ 797,007	$ 797,007	$ 812,947
Total Residential Base + Unabated Assessed Value		**$ 2,208,934**	**$ 2,253,113**	**$ 2,253,113**	**$ 2,298,175**	**$ 2,298,175**	**$ 2,344,139**	**$ 2,344,139**	**$ 2,391,022**	**$ 2,391,022**	**$ 2,438,842**
	Res. Rate	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047
		11	12	13	14	15	16	17	18	19	20
Taxing Districts		Taxes + PILOTs Paid on 75% of True Value									
State of Missouri	0.0300	$ 663	$ 676	$ 676	$ 689	$ 689	$ 703	$ 703	$ 717	$ 717	$ 732
St. Charles County - Road & Bridge	0.1687	$ 3,726	$ 3,801	$ 3,801	$ 3,877	$ 3,877	$ 3,955	$ 3,955	$ 4,034	$ 4,034	$ 4,114
St. Charles County - Developmental Disability Board	0.1068	$ 2,359	$ 2,406	$ 2,406	$ 2,454	$ 2,454	$ 2,504	$ 2,504	$ 2,554	$ 2,554	$ 2,605
St. Charles County - Public Library District	0.1668	$ 3,685	$ 3,758	$ 3,758	$ 3,833	$ 3,833	$ 3,910	$ 3,910	$ 3,988	$ 3,988	$ 4,068
St. Charles County - Community College (General Revenue)	0.1323	$ 2,922	$ 2,981	$ 2,981	$ 3,040	$ 3,040	$ 3,101	$ 3,101	$ 3,163	$ 3,163	$ 3,227
St. Charles County - Community College (Debt Service)	0.0246	$ 543	$ 554	$ 554	$ 565	$ 565	$ 577	$ 577	$ 588	$ 588	$ 600
City of St. Charles - Debt Service	0.1613	$ 3,563	$ 3,634	$ 3,634	$ 3,707	$ 3,707	$ 3,781	$ 3,781	$ 3,857	$ 3,857	$ 3,934
City of St. Charles - General Revenue	0.4148	$ 9,163	$ 9,346	$ 9,346	$ 9,533	$ 9,533	$ 9,723	$ 9,723	$ 9,918	$ 9,918	$ 10,116
City of St. Charles - Parks & Recreation	0.1788	$ 3,950	$ 4,029	$ 4,029	$ 4,109	$ 4,109	$ 4,191	$ 4,191	$ 4,275	$ 4,275	$ 4,361
St. Charles School District R6 (Debt)	0.7500	$ 16,567	$ 16,898	$ 16,898	$ 17,236	$ 17,236	$ 17,581	$ 17,581	$ 17,933	$ 17,933	$ 18,291
St. Charles School District R6 (Non-Debt)	3.7241	$ 82,263	$ 83,908	$ 83,908	$ 85,586	$ 85,586	$ 87,298	$ 87,298	$ 89,044	$ 89,044	$ 90,825
Commercial		Taxes + PILOTs Paid on 75% of True Value									
Commercial Surcharge	0.0000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Emergency Services		Taxes Paid on Total Assessed Value									
St. Charles County - Dispatch & Alarm	0.0324	$ 954	$ 973	$ 973	$ 993	$ 993	$ 1,013	$ 1,013	$ 1,033	$ 1,033	$ 1,054
St. Charles County - Ambulance District (General Revenue)	0.2675	$ 7,879	$ 8,036	$ 8,036	$ 8,197	$ 8,197	$ 8,361	$ 8,361	$ 8,528	$ 8,528	$ 8,699
St. Charles County - Ambulance District (Debt Service)	0.0500	$ 1,473	$ 1,502	$ 1,502	$ 1,532	$ 1,532	$ 1,563	$ 1,563	$ 1,594	$ 1,594	$ 1,626
Estimated Total Real Property Taxes Paid - Build		**$ 139,709**	**$ 142,503**	**$ 142,503**	**$ 145,353**	**$ 145,353**	**$ 148,261**	**$ 148,261**	**$ 151,226**	**$ 151,226**	**$ 154,250**

APPENDIX D – FISCAL IMPACT COMPARISON

Table 7 – Summary by Year

Program Year	Year	Taxes Paid	
		No-Build Scenario	Build Scenario with Chapter 353
1	2028	$ 16,274	$ 23,335
2	2029	$ 16,356	$ 23,522
3	2030	$ 16,356	$ 23,522
4	2031	$ 16,437	$ 23,712
5	2032	$ 16,437	$ 23,712
6	2033	$ 16,520	$ 99,825
7	2034	$ 16,520	$ 99,825
8	2035	$ 16,602	$ 101,682
9	2036	$ 16,602	$ 101,682
10	2037	$ 16,685	$ 103,575
11	2038	$ 16,685	$ 139,709
12	2039	$ 16,769	$ 142,503
13	2040	$ 16,769	$ 142,503
14	2041	$ 16,852	$ 145,353
15	2042	$ 16,852	$ 145,353
16	2043	$ 16,937	$ 148,261
17	2044	$ 16,937	$ 148,261
18	2045	$ 17,021	$ 151,226
19	2046	$ 17,021	$ 151,226
20	2047	$ 17,107	$ 154,250
TOTALS		**$ 333,740**	**$ 2,093,039**

Table 8 - Summary by District (Real Property Tax)

	Taxes Paid	
	No-Build Scenario	Build Scenario with Chapter 353
Taxing Districts		
State of Missouri	$ 1,486	$ 9,661
St. Charles County - Road & Bridge	$ 8,356	$ 54,329
St. Charles County - Developmental Disability Board	$ 5,290	$ 34,394
St. Charles County - Public Library District	$ 8,262	$ 53,717
St. Charles County - Community College (General Revenue)	$ 6,553	$ 42,606
St. Charles County - Community College (Debt Service)	$ 1,218	$ 7,922
City of St. Charles - Debt Service	$ 7,989	$ 51,945
City of St. Charles - General Revenue	$ 20,545	$ 133,583
City of St. Charles - Parks & Recreation	$ 8,856	$ 57,581
St. Charles School District R6 (Debt)	$ 37,148	$ 241,532
St. Charles School District R6 (Non-Debt)	$ 184,455	$ 1,199,317
Commercial		
Commercial Surcharge	$ 26,251	$ -
Emergency Services		
St. Charles County - Dispatch & Alarm	$ 1,605	$ 19,117
St. Charles County - Ambulance District (General Revenue)	$ 13,249	$ 157,833
St. Charles County - Ambulance District (Debt Service)	$ 2,477	$ 29,502
TOTALS	**$ 333,740**	**$ 2,093,039**

EXHIBIT B

REDEVELOPMENT AGREEMENT

(On file in the office of the City Clerk)

(The above space is reserved for Recorder's Certification.)

TITLE OF DOCUMENT:	REDEVELOPMENT AGREEMENT
DOCUMENT DATED AS OF:	_____, 2026
GRANTOR:	CITY OF ST. CHARLES, MISSOURI
GRANTOR'S MAILING ADDRESS:	200 N. Second Street St. Charles, Missouri 63301
GRANTEES:	FIRST CAPITOL PLACE LLC FIRST CAPITOL PLACE REDEVELOPMENT CORPORATION
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LEGAL DESCRIPTION:	See **Exhibit A**

REDEVELOPMENT AGREEMENT

FOR

FIRST CAPITOL PLACE REDEVELOPMENT PROJECT

AMONG THE

CITY OF ST. CHARLES, MISSOURI,

FIRST CAPITOL PLACE LLC

AND THE

FIRST CAPITOL PLACE REDEVELOPMENT CORPORATION

Dated as of _____, 2026

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REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT is made and entered into as of this _____ day of _____, 2026 (this "Agreement"), by and among the **CITY OF ST. CHARLES, MISSOURI**, a constitutional charter city organized and existing under the laws of the State of Missouri (the "City"), **FIRST CAPITOL PLACE LLC**, a Missouri limited liability company (together with its permitted successors and assigns, the "Developer"), and the **FIRST CAPITOL PLACE REDEVELOPMENT CORPORATION**, a Missouri urban redevelopment corporation (together with its permitted successors and assigns, the "Corporation") (the City, the Developer and the Corporation may individually be referred to herein as a "Party" and collectively as the "Parties").

RECITALS

1. The Developer owns approximately 1.38 acres of real property located at 300 South Fifth Street in the City (as legally described on **Exhibit A**, the "Redevelopment Area").

2. On March 5, 2026, pursuant to Chapter 353 of the Revised Statutes of Missouri ("Chapter 353"), the Developer submitted the "300 South Fifth Street Redevelopment Area Chapter 353 Development Plan" (the "Development Plan"), which contemplates the remediation of blighted conditions by redeveloping the Redevelopment Area into a multi-family, residential apartment development with approximately 108 aparrtments and associated resident parking (the "Redevelopment Project").

3. The City Council held a duly-noticed public hearing with respect to the Development Plan and the Redevelopment Project on April 7, 2026.

4. On April ___, 2026, the City Council adopted Ordinance No. 26-___ (the "Approving Ordinance") (a) finding and declaring the Redevelopment Area to be a blighted area within the meaning of Section 353.020(2) of the Revised Statutes of Missouri, (b) approving the Development Plan and (c) authorizing and directing the City to enter into an agreement with the Developer and the Corporation in substantially the form of this Agreement.

5. In furtherance of the Redevelopment Project and pursuant to Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, on April ___, 2026, the City Council adopted Ordinance No. 26-___, authorizing the City to issue its Taxable Industrial Revenue Bonds (First Capitol Place Redevelopment Project), Series 2026, in the maximum principal amount of $25,000,000 (the "Bonds"), and approving certain documents in connection therewith for the purpose of facilitating a sales tax exemption on construction materials for the Redevelopment Project (the issuance of the Bonds and the execution of the related documents are referred to herein as the "Chapter 100 Transaction").

6. The City and the Corporation now wish to have the Developer undertake, in accordance with the Development Plan, the redevelopment of the Redevelopment Area and the implementation of the Redevelopment Project for the public purposes described in the Development Plan, including, without limitation, the remediation of conditions that cause the Redevelopment Area to be a "blighted area" as defined in Chapter 353.

7. The City, the Corporation and the Developer desire to enter into this Agreement to describe the process by which the Developer will complete or cause the completion of the Redevelopment Project and the terms upon which the Redevelopment Project will receive partial real property tax abatement as

contemplated by the Development Plan and sales tax exemption as contemplated by the Chapter 100 Transaction.

NOW, THEREFORE, for and in consideration of the foregoing Recitals (which are incorporated into this Agreement as an integral part hereof) and the promises, covenants and agreements contained herein, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS; EXHIBITS

Section 1.1 Definitions. In addition to the terms defined elsewhere in this Agreement, the following capitalized words and terms shall have the following meanings:

"Affiliate" means any entity that is controlled by the Developer or controlled by the same entity or entities that control the Developer.

"Assessor" means the St. Charles County Assessor.

"Certificate of Substantial Completion" means the Certificate of Substantial Completion, in substantially the same form as **Exhibit B**, to be delivered by the Developer pursuant to **Section 2.6**.

"Chapter 100 Documents" means the Trust Indenture, Base Lease, Lease Agreement and Bond Purchase Agreement approved by Ordinance No. 26-___ and executed as part of the Chapter 100 Transaction.

"City Code" means the Code of Ordinances of the City of St. Charles, as the same may be amended from time to time.

"Collector" means the St. Charles County Collector of Revenue.

"Construction Inspector" means such licensed engineer or architect either employed by or retained and designated by the City from time to time, and/or such individuals as may be designated to carry out inspections on behalf of the City's planning and public works departments.

"PILOTs" means the payments in lieu of ad valorem real property taxes to be made pursuant to **Section 4.1**.

"Project Site" means the real property within the Redevelopment Area.

"Related Entity" means (a) an Affiliate of the Developer, (b) a lender, investor in, or operator of the Project, or (c) an Affiliate of any entity described in subsection (b) hereof.

"Transferee Agreement" means the Transferee Agreement, in substantially the same form as **Exhibit C**, to be entered into in conjunction with certain transfers of property within the Redevelopment Area.

Section 1.2 Exhibits. The following exhibits are attached to and incorporated into this Agreement:

(a) Exhibit A – Legal Description of the Redevelopment Area

(b) Exhibit B – Form of Certificate of Substantial Completion

(c) Exhibit C – Form of Transferee Agreement

ARTICLE II

REDEVELOPMENT PROJECT

Section 2.1 Redevelopment Project. Subject to the terms and conditions of this Agreement, the Developer shall construct, or cause the construction of, the Redevelopment Project in accordance with the Development Plan, this Agreement and all applicable federal, state and local laws, rules, regulations, ordinances and approvals.

Section 2.2 Project Site Acquisition.

(a) The Developer hereby confirms and represents that, as of the date of this Agreement, either it or an Affiliate owns or controls the Project Site.

(b) The Corporation shall acquire the Project Site no later than the calendar year after the year in which the activities described in **Section 2.4** are completed (with the purpose of the Corporation's acquisition to be the initiation of the tax abatement contemplated by the Development Plan and this Agreement).

(c) The Corporation, following acquisition of the Project Site, shall immediately transfer title to the Project Site back to the Developer.

Section 2.3 Relocation. The relocation of any person or business from the Redevelopment Area, if any, shall be completed in conformance with applicable state law and City Code provisions. The Parties acknowledge that no relocations are anticipated.

Section 2.4 Schedule. The Developer shall (1) commence the Redevelopment Project (i.e., pour the building foundation) within six months after the execution of this Agreement and (2) substantially complete the Redevelopment Project (as evidenced by a temporary or final occupancy permit) within 24 months after the execution of this Agreement. The foregoing dates may be extended pursuant to **Section 3.1**, but in no event shall the commencement date be more than 12 months after the execution of this Agreement and the completion date be more than 36 months after the execution of this Agreement.

Section 2.5 City Approvals to Control. The Developer shall obtain or cause to be obtained all necessary zoning changes, conditional use permits, building and other permits and approvals in conjunction with the completion of the Redevelopment Project. Notwithstanding anything to the contrary contained herein or in the Development Plan, the applicable zoning, building and other permits and approvals shall control the specific development of the Redevelopment Project.

Section 2.6 Substantial Completion. After substantial completion of the Redevelopment Project in accordance with the provisions of this Agreement, the Developer shall furnish to the Construction Inspector a Certificate of Substantial Completion certifying the substantial completion of the Redevelopment Project. The Construction Inspector shall, within 30 days following delivery of the

Certificate of Substantial Completion, carry out such inspections as he deems necessary to verify to his reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. If the Construction Inspector fails to approve or reject the Certificate of Substantial Completion in writing within such 30-day period, then the Developer shall notify the City in writing of its failure to take action on the Certificate of Substantial Completion, and the City shall have 15 days from receipt of such notice to accept or reject the Certificate of Substantial Completion in writing. The Certificate of Substantial Completion shall be deemed accepted by the Construction Inspector unless, prior to the end of the additional 15-day period, the Construction Inspector furnishes the Developer with specific written objections to the status of the Redevelopment Project, describing such objections and the measures required to correct such objections in reasonable detail. Upon acceptance of the Certificate of Substantial Completion by the Construction Inspector or upon the lapse of the additional 15-day period without any written objections thereto, the Developer may record the Certificate of Substantial Completion with the St. Charles County Recorder of Deeds, and the same shall constitute evidence of the satisfaction of the Developer's agreements and covenants to complete the Redevelopment Project.

Section 2.7 Insurance.

(a) The Developer will cause there to be insurance for the Redevelopment Project as hereinafter set forth at all times during the process of constructing the Redevelopment Project and continuing (with respect to (ii) and (iii) below) during the term of this Agreement. The policies for such insurance shall be placed with financially sound and reputable insurers licensed to transact business in the State of Missouri. The Developer shall, from time to time at the request of the City, furnish the City with "Acord" certificates of insurance on:

(i) Builder's risk insurance, written on the so called "Builder's Risk – Completed Value Basis," in an amount equal to 100% of the projected insurable value of the Redevelopment Project at the date of completion (the Parties acknowledge that such insurance may not be available until demolition is complete and vertical construction begins);

(ii) Property and casualty insurance to keep the Redevelopment Project constantly insured against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State of Missouri in an amount equal to the Full Insurable Value thereof (subject to reasonable loss deductible clauses). "Full Insurable Value" means the actual replacement cost of the Redevelopment Project;

(iii) Commercial liability insurance with coverages of not less than the current absolute statutory waivers of sovereign immunity in Sections 537.600 and 537.610 of the Revised Statutes of Missouri (which for calendar year 2026 is equal to $3,547,658 for all claims arising out of a single accident or occurrence and $532,148 for any one person in a single accident or occurrence). Further, the policy shall be adjusted upward annually, to remain at all times not less than the inflation-adjusted sovereign immunity limits as published in the Missouri Register on an annual basis by the Department of Insurance pursuant to Section 537.610 of the Revised Statutes of Missouri; and

(iv) Workers' compensation insurance, with statutorily required coverage.

(b) Simultaneously with the execution of this Agreement and annually thereafter prior to the delivery of the Certificate of Substantial Completion, the Developer shall provide evidence of contractual liability insurance (in form and substance reasonably acceptable to the City Attorney or his/her designee) covering the Developer's obligations to indemnify the City, as provided in this Agreement, by an insurance company with a rating by a reputable rating agency indicating excellent or superior financial strength (i.e.,

an A.M. Best rating of "A-" or better). The Developer agrees to provide immediate written notice to the City when a cancellation, termination, expiration or modification of the applicable contractual liability policy occurs.

Section 2.8 Property Maintenance. Following completion of the Redevelopment Project, the Developer shall maintain the Redevelopment Area in good repair and in accordance with all applicable local, state and federal laws and regulations, including without limitation, generally applicable City ordinances relating to property maintenance.

ARTICLE III

EXCUSABLE DELAY

Section 3.1 Excusable Delay. Notwithstanding anything to the contrary contained herein, in the Development Plan or in the Approving Ordinance, the time periods provided for herein shall be automatically extended by the number of days of delay caused by actions or events beyond the control of the Developer (but not to exceed six months), including acts of God, labor disputes, strikes, lockouts, civil disorder, war, insurrection, terrorism, epidemic, pandemic, government imposed lockdown, lack of issuance of any permits and/or legal authorization by the governmental entity necessary for the Developer to proceed with the construction or cause the construction of the Redevelopment Project (provided all conditions precedent to the issuance of said permits and/or authorizations have been met and such permits or authorizations were applied for in a timely manner), shortage or delay in the shipment of material or fuel, governmental action, fire, unusually adverse weather conditions, wet soil conditions, unavoidable casualties, litigation relating to the Approving Ordinance, the Chapter 100 Transaction or any element of the Redevelopment Project, or any causes beyond the Developer's reasonable control, or by any other cause that the Director of Administration or City Council in their reasonable discretion determines may justify the delay (an "Excusable Delay"). The Parties agree that as of the date of this Agreement, no condition or event exists that would justify an Excusable Delay. The Developer shall notify the City in writing within 30 days after a claimed event of the cause of the Excusable Delay. An Excusable Delay shall not include any condition or circumstance caused or extended by the Developer, the Corporation or an Affiliate or attributable to actions or inaction by the Developer, the Corporation or an Affiliate.

ARTICLE IV

TAX ABATEMENT AND SALES TAX EXEMPTION

Section 4.1 Tax Abatement.

(a) Ad valorem real property tax abatement pursuant to Chapter 353 and the Development Plan shall begin in the year in which the Corporation acquires title to the Project Site, as described in **Section 2.2(b)**, and, subject to **Section 5.2**, shall continue for 19 additional years (i.e., 20 years of tax abatement total).

(i) During the first five years of the tax abatement period (expected to be 2028 through 2032, inclusive), ad valorem real property taxes shall be imposed in such amounts as measured by the assessed value of land included in the Project Site, exclusive of improvements, in the calendar year prior to the Corporation's acquisition of the Project Site (as required by Section 353.110.1 of the Revised Statutes of Missouri).

(ii) For the next ensuing five years of the tax abatement period (expected to be 2033 through 2037, inclusive), ad valorem real property taxes shall be imposed in such amounts as measured by the assessed value of land included in the Project Site, exclusive of improvements, in the calendar year prior to the Corporation's acquisition of the Project Site (as required by Section 353.110.1 of the Revised Statutes of Missouri). In addition, the Developer shall pay PILOTs equal 50% of the value of the improvements, as determined by the Assessor. Accordingly, during this period, the taxes and PILOTs will equal the taxes on the assessed value of the land prior to the Corporation's acquisition of the Project Site, plus 50% of the taxes on the value of the improvements.

(iii) For the next ensuing 10 years of the tax abatement period (expected to be 2038 through 2047, inclusive), ad valorem real property taxes shall be imposed in such amounts as measured by the total assessed value of the Project Site, including both the assessed value of the land and the assessed value of any improvements, as determined by the Assessor, using 50% of the Project Site's true value. In addition, the Developer shall pay PILOTs in such amounts that, together with any ad valorem property taxes due pursuant to the prior sentence, equal 75% of the true value of the land and the improvements, as determined by the Assessor. Accordingly, during this period, the taxes and PILOTs will equal 75% of the value of the land and the improvements.

(b) Following the period described in subsection (a)(iii), the Project Site, including the improvements thereon, shall be subject to assessment and payment of all ad valorem taxes based on the full true value of the Project Site and the improvements thereon.

(c) The PILOTs shall be paid to the Collector annually by December 31. The Parties acknowledge their expectation that the real property tax bills provided by the Collector will reflect the appropriate amount of taxes due pursuant to this Agreement. However, the failure of the Collector to provide tax bills reflecting the appropriate amount of PILOTs due with respect to the Project Site pursuant to this Agreement will not excuse the Developer or any subsequent owner from paying all PILOTs by December 31 of the applicable year.

(d) The City, the Developer and the Corporation shall cooperate in good faith with the Collector to ensure that real property tax bills accurately reflect the abatement. The Developer shall cause copies of this Agreement, the approved or deemed approved Certificate of Substantial Completion and the deed showing acquisition of the Project Site by the Corporation pursuant to **Section 2.2(b)** to be filed with the Collector prior to the intiation of the tax abatement described above.

Section 4.2 Emergency Service District Payments. Notwithstanding any provision hereof to the contrary, the Developer shall make or cause to be made any payments to emergency service districts required by Section 353.110 of the Revised Statutes of Missouri. The Parties acknowledge their expectation that the real property tax bills provided by the Collector will reflect the appropriate amount of payments to emergency service districts due pursuant to this Agreement. However, the failure of the Collector to provide tax bills reflecting the appropriate amount of payments to emergency service districts due with respect to the Project Site pursuant to this Agreement will not excuse the Developer or any subsequent owner from paying all taxes by December 31 of the applicable year.

Section 4.3. No Abatement of Special Business District Taxes, Special Assessments, Licenses or Fees. Notwithstanding any provision hereof to the contrary, the Developer agrees that the property tax abatement described in this Agreement shall not eliminate any tax imposed by a special

business district pursuant to Chapter 610 of the City Code, nor special assessments, licenses or fees owing to the City or any other taxing jurisdiction with respect to the Redevelopment Project.

Section 4.4 Contest of Assessed Valuation. In consideration for the limited tax abatement provided by this Article, the Developer agrees that neither it nor any successor in title or interest to any of the Project Site will formally challenge or appeal the assessed valuation of the Project Site during any time that the Project Site is receiving limited tax abatement under this Agreement; provided, the foregoing shall not bind the Developer or any successor if the assessed valuation is more than 10% greater than the projected assessed valuation of the Project Site, as shown in the tax impact statement prepared in connection with the Development Plan.

ARTICLE V

DEFAULT AND REMEDIES

Section 5.1 Default. The occurrence and continuance of any one or more of the following shall constitute an "Event of Default:"

(a) the Developer or subsequent property owner fails to make or cause the punctual payment of PILOTs or payments to emergency service districts owed on or before the due date and such failure is not cured within 10 days after the City gives written notice of the default to the Developer or subsequent property owner (provided, however, that all PILOTs paid after their due dates will be subject to interest and penalties at the same rate as late payments of real property taxes); or

(b) the Developer fails to timely perform, in all material respects, any obligation or covenant of the Developer under this Agreement, and such failure is not cured to the City Attorney's satisfaction within 30 days after the City gives written notice thereof to the Developer, or if it cannot reasonably be cured within 30 days, then, subject to **Section 2.4** and **Section 3.1**, for such additional time as may be necessary to cure such default so long as the Developer is diligently proceeding to effect a cure of such default, except that any delay in a response or communication regarding such cure beyond such 30-day period shall extend the time for completing the cure by each day that the response or communication is delayed; (for clarity, the parties agere that the times for performance set forth in **Section 2.4** are not subject to any extension or cure period beyond the periods provided in **Section 2.4**); or

(c) the Developer commits an Event of Default as defined in any of the Chapter 100 Documents.

Section 5.2 Remedies; Results of Termination.

(a) Upon the occurrence of an Event of Default, (i) the City or any other taxing district levying an ad valorem real property tax in the Redevelopment Area may bring an action against the Developer or subsequent property owner to enforce any remedy available by law, including specific performance to enforce any payments due under this Agreement, and/or (ii) the City may terminate this Agreement.

(b) Upon the termination of this Agreement pursuant to this Section, a declaration of abandonment shall be filed with the St. Charles County Recorder of Deeds, and the Project Site and the improvements thereon shall from that date be subject to assessment and payment of all ad valorem taxes based on the full true value of the Project Site and the improvements thereon.

ARTICLE VI

GENERAL PROVISIONS

Section 6.1 Modifications; Successors and Assigns. The terms, conditions and provisions of this Agreement and of the Development Plan shall not be modified or amended except by mutual agreement in writing among the City, the Developer and the Corporation (provided that if the Corporation has already transferred the Project Site to the Developer pursuant to **Section 2.2(c)**, no agreement of the Corporation is necessary). This Agreement shall be binding upon and inure to the benefit of the City, the Developer and the Corporation and their respective assigns and successors in interest or title to all or any portion of the Redevelopment Area; provided, neither the Corporation nor the Developer may assign its rights under this Agreement except in accordance with the provisions of **Section 6.2**.

Section 6.2 Right to Transfer the Project Site and Redevelopment Project.

(a) *Transfer*. Subject to the provisions of subsections (b) and (c) below, the Developer or the Corporation may voluntarily sell, lease, assign, transfer, convey and/or otherwise dispose of (hereinafter collectively referred to as a "Transfer") its respective interest in the Redevelopment Area or any portion thereof to any entity without the City's prior written consent, if the transferor provides written notice to the City within 30 days following such Transfer. Upon a Transfer, unless otherwise expressly elected by the transferor, all of the transferor's rights and obligations hereunder with respect to the subject property, including, without limitation, those concerning construction, maintenance, use, tax abatement and the payment of PILOTs and payments to emergency service districts, shall transfer to such transferee, and the transferor shall be released from any and all further obligations under this Agreement with respect to the subject property.

(b) *Transfer to Third Party Prior to Completion of Construction*. If the proposed Transfer (i) is to a party other than the Corporation, a Related Party or an Affiliate and (ii) occurs before the City's acceptance or deemed acceptance of the Certificate of Substantial Completion, then such Transfer shall include an assignment of this Agreement and be subject to the requirements of subsection (c) below and to the Director of Administration's prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed upon a reasonable demonstration that the proposed transferee is sufficiently experienced and financially capable to undertake and complete the Redevelopment Project and the proposed assignee provides evidence to the City Attorney's satisfaction that it will satisfy the requirements of **Section 2.7** and **Section 6.11** at the time of assignment, which satisfaction shall not be unreasonably withheld, conditioned, or delayed). In the event of any Transfer under this subsection, all rights and obligations of the transferor hereunder with respect to the subject property, including, without limitation, those concerning construction, maintenance, use, tax abatement and the payment of PILOTs and payments to emergency service districts, shall transfer to the transferee, and the transferor shall be released from any and all further obligations under this Agreement with respect to the subject property.

(c) *Transferee Agreement*. No such Transfer shall occur without the prior execution of a Transferee Agreement with the City. The parties agree that the intention of each Transferee Agreement is to protect the transferor and the City by ensuring that transferees of property within the Redevelopment Area receive actual notice of the rights, duties and obligations contained in this Agreement prior to taking

ownership, and nothing contained in a Transferee Agreement that is in accordance with **Exhibit C** shall be deemed to impose any rights, duties or obligations that are not imposed pursuant to this Agreement.

(d) *Financing.* Notwithstanding anything herein to the contrary, the City hereby approves, and no prior consent or Transferee Agreement shall be required in connection with, the right of a Party to encumber or collaterally assign its interest in the Redevelopment Area or any portion thereof or its rights and interests in this Agreement to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the Redevelopment Project, or the right of a lender or any other holder of any such encumbrance or transferee of any such collateral assignment (or trustee or agent on its behalf) to transfer such interest by foreclosure or transfer in lieu of foreclosure under such encumbrance or collateral assignment; provided that all entities lending credit to such Party that will obtain a secured interest in the Party's interest in the Redevelopment Area and the Redevelopment Project, through a mortgage, deed of trust or other security instrument, will include the following language (or such other language acceptable to the City Attorney) in the applicable mortgage, deed of trust or other security instrument:

> Recognition of Lender to terms of Redevelopment Agreement. Lender agrees that for so long as the [property description] is subject to and receiving abatement of ad valorem real property taxes pursuant to the Redevelopment Agreement dated as of _____, 2026 among the City of St. Charles, Missouri, First Capitol Place LLC and the First Capitol Place Redevelopment Corporation, the [Mortgage] shall be subject to the terms of the Redevelopment Agreement and the Lender's rights under such [Mortgage] shall be subordinate to the payment of the PILOTs and other costs under the Redevelopment Agreement.

(e) *Leases in Ordinary Course of Business Exempt from this Section.* The Parties acknowledge that the Developer may enter into leases with tenants in the ordinary course of business of operating the Redevelopment Project. Notwithstanding anything contained herein, no prior consent of the City or Transferee Agreement will be required for any lease to a tenant in the ordinary course of business.

Section 6.3. Public Participation.

(a) *Reasonable Rate of Return.* The purpose of affording public assistance to the Redevelopment Project is to accomplish the stated public purposes and not to subsidize an otherwise economically-viable development project. While the City Council has determined that the Redevelopment Project would not be undertaken but for the public assistance being provided, the parties recognize that the ongoing profitability of the Redevelopment Project to the Developer is based upon projections that may or may not be fulfilled. To ensure that the public assistance being provided does not subsidize an unreasonable level of earnings for the Developer with respect to the Redevelopment Project, the parties agree that a reasonable level of return for the Redevelopment Project is an unleveraged internal rate of return of 8.00% (the "*Maximum Rate of Return*").

(b) *Rate of Return Calculation.* Upon the sale of substantially all of the Project to any entity other than a Related Entity before December 31, 2037, the Developer shall provide an unleveraged internal rate of return calculation (prepared using the IRR function in Microsoft Excel in accordance with industry standards) (the "*Unleveraged Rate of Return*"). For clarity, the City acknowledges that the Unleveraged Rate of Return shall be computed solely from Developer-certified project costs and pre-debt-service cash flows and shall not be subject to discretionary alteration by the City, subject to the results of an audit as described in **Section 6.3(c)** below. If the Unleveraged Rate of Return exceeds the Maximum Rate of Return, then the City and the Developer will equally divide the portion of sale proceeds that would cause the Unleveraged Rate of Return to exceed the Maximum Rate of Return; provided, the amount distributed to the City shall not exceed the total value of the tax abatement received by the Developer under this Agreement. Subject to appropriation by the City Council, the City will divide its share of any revenues

received pursuant to this paragraph in the same manner as PILOTs are distributed. If the sale of substantially all of the Project occurs on or after December 31, 2037, no public participation shall be due and no payments from the sale shall be owed by the Developer to the City.

The Developer's calculation of the Unleveraged Rate of Return shall include the Developer's signed certification regarding the accuracy of the calculation. If the City elects, pursuant to subparagraph (c) of this Section, to audit the Developer's submission, the Developer will provide, in a timely manner, detailed financial and other information required for the selected firm or consultant to complete the audit.

(c) *Audits.* The City may, within 30 days after the Developer's submission of the Unleveraged Rate of Return calculation, request an audit of the calculation by an independent firm or consultant selected by the City in its sole discretion. The Developer shall pay one-half of the costs of such firm or consultant. The firm or consultant shall inform the City and the Developer of any discrepancy identified by the audit in writing and provide a detailed explanation of the discrepancy. If the Developer does not provide a written objection to the audit findings within 30 days, then the audit findings shall be deemed final and the results of the audit shall be used in calculating or correcting the Unleveraged Rate of Return and any payments owed to the City. If the Developer provides a written objection to the audit findings within 30 days, the Developer may request a new audit by a mutually-agreeable independent firm or consultant, one-half of the costs of which shall be paid by the Developer and one-half of the costs of which shall be paid by the City. Absent manifest error, the findings of the additional audit shall be deemed final and shall be relied upon in calculating or correcting the Unleveraged Rate of Return and any payments owed to the City.

Section 6.4 Indemnification and Hold Harmless.

(a) The indemnification and covenants contained in this Section shall survive expiration or earlier termination of this Agreement.

(b) The Developer hereby agrees that, anything to the contrary herein notwithstanding, it will defend, indemnify and hold harmless the City, its governing body members, employees and agents against any and all claims, demands, actions, causes of action, losses, damages, injuries, liabilities and/or expenses (including attorneys' fees and court costs) resulting from, arising out of, or in any way connected with (i) the Developer's or the Corporation's failure to comply with any provision of this Agreement, (ii) the negligence or intentional misconduct of the Developer, the Corporation or an Affiliate, or their respective officers, employees and agents, (iii) the presence of hazardous wastes, hazardous materials or other environmental contaminants on any property within the Redevelopment Area except to the extent any such hazardous wastes, hazardous materials or other environmental contaminants are placed, deposited, delivered, or otherwise brought to the Redevelopment Area by the City or its employees or agents, or (iv) otherwise arising out of the construction of the Redevelopment Project, the adoption of the Development Plan, the administration of this Agreement or the Chapter 100 Transaction. If the validity or construction of Chapter 353, the Approving Ordinance, and/or any other ordinance of the City adopted in connection with this Agreement, the Development Plan or the Chapter 100 Transaction or affecting the proposed Redevelopment Project are contested in court, the Developer shall defend, hold harmless and indemnify the City from and against all claims, demands and/or liabilities of any kind whatsoever including, without limitation, any claim for attorney fees and court costs, and the Developer shall pay any monetary judgment and all court costs rendered against the City, if any.

(c) Notwithstanding anything herein to the contrary, the City shall not be liable to the Developer or the Corporation for damages or otherwise if all or any part of Chapter 353, the Approving Ordinance, and/or any other ordinance of the City adopted in connection with this Agreement, the Development Plan, the Chapter 100 Transaction or the Redevelopment Project is declared invalid or

unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction.

(d) Notwithstanding the foregoing terms of this Section, the Developer is not obligated to defend, hold harmless or indemnify the City with respect to any matter or expense resulting from or arising out of the negligence or willful misconduct of the City, its governing body members, employees or agents.

Section 6.5 Notice. Whenever notice or other communication is called for herein to be given or is otherwise given pursuant hereto, it shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States first-class mail, postage prepaid, or delivered personally, addressed as follows:

(a) In the case of the City, to:

City of St. Charles
200 N. Second Street
St. Charles, Missouri 63301
Attn: Director of Administration

with copies to:

City of St. Charles
200 N. Second Street
St. Charles, Missouri 63301
Attn: City Attorney

and

Gilmore & Bell, P.C.
One Metropolitan Square
211 N. Broadway, Suite 2000
St. Louis, Missouri 63102
Attn: Mark D. Grimm, Esq.

(b) In the case of the Developer, to:

First Capitol Place LLC
c/o St. Charles Strategic Development
100 Clark St. HQ-1
St. Charles, Missouri 63301
Attn: Michael Durham

with a copy to:

Cook & Riley, LLC
7777 Bonhomme Ave., Suite 1910
St. Louis, Missouri 63105
Attn: Scott Riley, Esq.

(c) In the case of the Corporation, to:

First Capitol Place Redevelopment Corporation
c/o St. Charles Strategic Development
100 Clark St. HQ-1
St. Charles, Missouri 63301
Attn: Robert Mangelsdorf Jr.

with a copy to:

Cook & Riley, LLC
7777 Bonhomme Ave., Suite 1910
St. Louis, Missouri 63105
Attn: Scott Riley, Esq.

All said notices by mail shall be deemed given on the day of deposit in the mail. A change of designated officer or address may be made by a Party by providing written notice of such request to the other Parties.

Section 6.6 Severability. The provisions of this Agreement shall be deemed severable. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions of this Agreement shall remain valid unless the court finds that (a) the valid provisions are so essentially and inseparably connected with and so dependent upon the invalid provision that it cannot be presumed that the Parties would have agreed to the valid provisions without the invalid one or (b) the valid provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the Parties.

Section 6.7 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The parties hereto agree that any action at law, suit in equity or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of St. Charles County, Missouri, or in federal court of the Eastern District of Missouri and each waives any objection based upon venue or forum non conveniens or otherwise.

Section 6.8 Developer's Right of Termination. At any time the Developer may, by giving written notice to the City and the Corporation, terminate this Agreement. Upon termination of this Agreement, the Parties shall have no further rights or obligations hereunder except as may expressly survive termination.

Section 6.9 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

Section 6.10 Reimbursement of City Expenses. The Developer shall reimburse the City or cause reimbursement to the City for the City's reasonable and actual expenses incurred by the City in connection with the approval and administration of the Development Plan, this Agreement and the Chapter 100 Documents, including, without limitation, bond counsel and trustee fees.

Section 6.11 Federal Work Authorization Program. The Developer and any subsequent owner receiving tax abatement will comply with and satisfy the requirements of Section 285.530.2 of the Revised Statutes of Missouri, which requires (a) any business entity receiving tax abatement to, by sworn affidavit and provision of documentation, annually affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the business entity receiving tax abatement, and (b) every such business entity to annually sign an affidavit affirming that it

does not knowingly employ any person who is an unauthorized alien in connection with the entity receiving tax abatement. The Developer or subsequent owner shall provide such affidavit and documentation to the City upon execution of this Agreement and annually on or before November 15 of each year during the term of this Agreement, beginning November 15, 2026.

Section 6.12 Recording. The Developer shall, within 30 days of execution, record this Agreement in the real property records of the St. Charles County Recorder of Deeds and upon such recording shall provide a copy to the City.

Section 6.13 City Consents and Approvals. Pursuant to the Approving Ordinance, the Mayor and Director of Administration are authorized to execute all documents on behalf of the City as may be required to carry out and comply with the intent of the Approving Ordinance and this Agreement. The Mayor and Director of Administration are also authorized, unless otherwise expressly provided herein to the contrary, to grant on behalf of the City such consents, estoppels and waivers relating to this Agreement as may be requested during the term hereof; provided, such consents, estoppels and/or waivers shall not adversely affect the tax exemption as provided for herein, waive an Event of Default, or materially change the nature of the transaction unless approved by the City Council.

Section 6.14 Electronic Transaction. The Parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 6.15 Anti-Discrimination Against Israel Act. Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Developer and the Corporation each certifies it is not currently engaged in and will not, for the duration of this Agreement, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or (c) persons or entities doing business in the State of Israel.

[Remainder of page intentionally left blank. Signature pages to follow.]

IN WITNESS WHEREOF, the Parties have set their hands and seals the day and year first above written.

CITY OF ST. CHARLES, MISSOURI

(SEAL)

By: _____
Daniel J. Borgmeyer, Mayor

Attest:

_____
Kimberly Hudson, City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF ST. CHARLES)

On this _____ day of _____, 2026, before me, the undersigned, a Notary Public in and for said State, appeared **DANIEL J. BORGMEYER**, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the **CITY OF ST. CHARLES, MISSOURI**, a constitutional charter city and political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed by authority of its City Council, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

_____
Name: _____
Notary Public in and for said State

My Commission Expires:

PLEASE AFFIX SEAL FIRMLY AND CLEARLY IN THIS BOX

FIRST CAPITOL PLACE LLC,
a Missouri limited liability company

By: _____
Robert Mangelsdorf Jr., Authorized Signatory

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF _____)

On this _____ day of _____, 2026, before me, the undersigned, a Notary Public in and for said State, appeared **ROBERT MANGELSDORF JR.**, to me personally known, who, being by me duly sworn, did say that he is an Authorized Signatory of **FIRST CAPITOL PLACE LLC**, a Missouri limited liability company, and that said instrument was signed on behalf of said company by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

_____
Name: _____
Notary Public in and for said State

My Commission Expires:

PLEASE AFFIX SEAL FIRMLY AND CLEARLY IN THIS BOX

FIRST CAPITOL PLACE REDEVELOPMENT CORPORATION

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF _____)

On this _____ day of _____, 2026, before me, the undersigned, a Notary Public in and for said State, appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of the **FIRST CAPITOL PLACE REDEVELOPMENT CORPORATION**, a Missouri urban redevelopment corporation, and that said instrument was signed on behalf of said corporation by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

_____
Name: _____
Notary Public in and for said State

My Commission Expires:

PLEASE AFFIX SEAL FIRMLY AND CLEARLY IN THIS BOX

EXHIBIT A

LEGAL DESCRIPTION OF THE REDEVELOPMENT AREA

PARCEL 1:

A LOT OF GROUND LOCATED IN BLOCK NO. 130 IN THE CITY OF ST. CHARLES, MISSOURI, FRONTING FIFTY (50) FEET, MORE OR LESS, ON THE SOUTHERN LINE OF 1ST CAPITOL DR. AND EXTENDING BACK WITH EVEN WIDTH A DISTANCE OF ONE HUNDRED FIFTY (150) FEET, MORE OR LESS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:
BEGINNING AT THE NORTHWEST CORNER OF THE LOT OF GROUND FIRST ABOVE DESCRIBED, SAID POINT OF BEGINNING BEING ONE HUNDRED FORTY (140) FEET WEST ALONG THE SOUTH SIDE OF FIRST CAPITOL DRIVE (FORMERLY CLAY STREET) FROM THE POINT OF INTERSECTION OF THE WESTERN LINE OF FOURTH STREET AND THE SOUTHERN LINE OF FIRST CAPITOL DRIVE; THENCE WESTWARDLY ALONG THE SOUTHERN LINE OF FIRST CAPITOL DRIVE A DISTANCE OF FIFTY (50) FEET, MORE OR LESS, THENCE SOUTHWARDLY PARALLEL WITH FOURTH STREET (AS ORIGINALLY ESTABLISHED) A DISTANCE OF ONE HUNDRED FIFTY (150) FEET, MORE OR LESS, THENCE EASTWARDLY PARALLEL TO FIRST CAPITOL DRIVE A DISTANCE OF FIFTY (50) FEET TO A POINT ON THE WESTERN LINE OF THE LOT OF GROUND FIRST ABOVE DESCRIBED; THENCE NORTHWARDLY ALONG THE WESTERN LINE OF THE LOT OF GROUND ABOVE DESCRIBED A DISTANCE OF ONE HUNDRED FIFTY (150) FEET TO THE POINT OF BEGINNING. BOUNDED ON THE NORTH BY FIRST CAPITOL DRIVE, ON THE EAST BY LOT OF GROUND FIRST ABOVE DESCRIBED, ON THE SOUTH BY LOT NOW OR FORMERLY OWNED BY E. STOLTZE'S HEIRS AND ON THE WEST BY LOT NOW OR FORMERLY OWNED BY CHARLES CAPPEL AND BEING THE SAME LOT OF GROUND CONVEYED BY JOSEPHINE MITTRUCKER TO OTTO H. WILLBRAND BY DEED DATED MAY 21, 1918, RECORDED IN THE RECORDER'S OFFICE OF ST. CHARLES COUNTY, MISSOURI, IN BOOK 132 PAGE 39.

PARCEL 2:

PART OF CITY SQUARE NO. ONE HUNDRED THIRTY (130), BEGINNING AT THE CORNER OF CLAY AND FIFTH STREETS IN SAID CITY OF ST. CHARLES; THENCE SOUTH 21° WEST WITH FIFTH STREET 150 FEET; THENCE SOUTH 69° EAST WITH A LINE PARALLEL WITH CLAY STREET 50 FEET; THENCE NORTH 21° EAST PARALLEL WITH FIFTH STREET 150 FEET TO CLAY STREET; THENCE NORTH 69° WEST WITH CLAY STREET 50 FEET TO THE PLACE OF BEGINNING; EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF SAINT CHARLES, MISSOURI BY INSTRUMENT RECORDED AUGUST 21, 2008 IN BOOK 5038 PAGE 811 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND IN BLOCK NO. 130 OF THE CITY OF ST. CHARLES, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PROPERTY CONVEYED TO FIRST NATIONAL BANK OF ST. CHARLES, AS RECORDED IN DEED BOOK 672 PAGE 214 OF THE ST. CHARLES COUNTY, MISSOURI, THENCE SOUTH 67 DEGREES 46 MINUTES 24 SECONDS EAST, 57.58 FEET; THENCE SOUTH 68 DEGREES 17 MINUTES 46 SECONDS WEST, 41.92 FEET; THENCE SOUTH 57 DEGREES 46 MINUTES 22 SECONDS WEST, 27.44 FEET; THENCE NORTH 22 DEGREES 13 MINUTES 36 SECONDS EAST, 340.00 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PART CONDEMNED FOR RIGHT-OF-WAY PURPOSES UNDER CAUSE NO. 0911-CV05752 IN THE CIRCUIT COURT FOR ST. CHARLES COUNTY, MISSOURI. A CERTIFIED COPY OF THE REPORT OF COMMISSIONERS ON SAME BEING RECORDED IN BOOK 5251 PAGE 499 OF THE ST. CHARLES COUNTY RECORDS.

PARCEL 3:

A LOT OF GROUND, PART OF BLOCK NUMBERED ONE HUNDRED THIRTY (130) OF THE CITY OF ST. CHARLES, MISSOURI, FRONTING EIGHTY SEVEN (87') FEET ON THE SOUTHERN SIDE OF CLAY STREET, AND EXTENDING SOUTHWARDLY WITH EVEN WIDTH AND PARALLEL WITH FIFTH STREET, ONE HUNDRED FORTY (140') FEET, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERN LINE OF CLAY STREET DISTANT EASTWARDLY FIFTY FIVE (55') FEET FROM THE EASTERN LINE OF FIFTH STREET; THENCE EASTWARDLY, WITH THE SOUTHERN LINE OF CLAY STREET, EIGHTY SEVEN (87') FEET; THENCE SOUTHWARDLY PARALLEL WITH FIFTH STREET, ONE HUNDRED FORTY (140') FEET; THENCE WESTWARDLY, PARALLEL WITH CLAY STREET, EIGHTY SEVEN (87') FEET; AND THENCE NORTHWARDLY PARALLEL WITH FIFTH STREET, ONE HUNDRED FORTY (140') FEET TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF SAINT CHARLES, MISSOURI BY INSTRUMENT RECORDED AUGUST 21, 2008 IN BOOK 5038 PAGE 811 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND IN BLOCK NO. 130 OF THE CITY OF ST. CHARLES, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PROPERTY CONVEYED TO FIRST NATIONAL BANK OF ST. CHARLES, AS RECORDED IN DEED BOOK 672 PAGE 214 OF THE ST. CHARLES COUNTY, MISSOURI, THENCE SOUTH 67 DEGREES 46 MINUTES 24 SECONDS EAST, 57.58 FEET; THENCE SOUTH 68 DEGREES 17 MINUTES 46 SECONDS WEST, 41.92 FEET; THENCE SOUTH 57 DEGREES 46 MINUTES 22 SECONDS WEST, 27.44 FEET; THENCE NORTH 22 DEGREES 13 MINUTES 36 SECONDS EAST, 340.00 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

A LOT OF GROUND PART OF BLOCK NUMBERED 130 OF THE CITY OF ST. CHARLES, MISSOURI FRONTING 42 FEET, MORE OR LESS, ON THE EASTERN SIDE OF FIFTH STREET AND EXTENDING EASTWARDLY WITH EVEN WIDTH AND PARALLEL WITH CLAY STREET 200 FEET, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERN LINE OF FIFTH STREET WHICH POINT IS DISTANT SOUTHWARDLY 192 FEET, MORE OR LESS, FROM THE SOUTHERN LINE OF CLAY STREET AND WHICH BEGINNING POINT IS THE NORTHWESTERN CORNER OF A LOT OF GROUND NOW OWNED BY THEINE, THENCE NORTHWARDLY WITH THE EASTERN LINE OF FIFTH STREET 42 FEET, MORE OR LESS, TO THE SOUTHWESTERN CORNER OF A LOT OF GROUND NOW OWNED BY THE MOUNT ZION BAPTIST CHURCH; THENCE EASTWARDLY PARALLEL WITH CLAY STREET 200 FEET; THENCE SOUTHWARDLY PARALLEL WITH FIFTH STREET 42 FEET, MORE OR LESS; THENCE WESTWARDLY PARALLEL WITH CLAY STREET 200 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PART CONDEMNED FOR RIGHT-OF-WAY PURPOSES UNDER CAUSE NO. 0911-CV05752 IN THE CIRCUIT COURT FOR ST. CHARLES COUNTY, MISSOURI. A CERTIFIED COPY OF THE REPORT OF COMMISSIONERS ON SAME BEING RECORDED IN BOOK 5251 PAGE 499 OF THE ST. CHARLES COUNTY RECORDS.

PARCEL 5:

A LOT OF GROUND, PART OF BLOCK NUMBERED 130 OF THE CITY OF ST. CHARLES, MISSOURI FRONTING 50 FEET, MORE OR LESS ON THE EASTERN SIDE OF FIFTH STREET AND EXTENDING EASTWARDLY WITH EVEN WIDTH AND PARALLEL WITH JACKSON STREET 125 FEET, MORE OR LESS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERN LINE OF FIFTH STREET DISTANT NORTHWARDLY 100 FEET FROM THE NORTHERN LINE OF JACKSON STREET THE NORTHWESTERN CORNER OF A LOT OF GROUND NOW OR FORMERLY OWNED BY ROSIEN; THENCE NORTHWARDLY WITH THE EASTERN LINE OF FIFTH STREET, 50 FEET, MORE OR LESS, TO THE SOUTHWESTERN CORNER OF A LOT OF GROUND NOW OR FORMERLY OWNED BY MACHENS; THENCE EASTWARDLY PARALLEL WITH JACKSON STREET, 125 FEET, MORE OR LESS, TO THE NORTHWESTERN CORNER OF A LOT OF GROUND NOW OR FORMERLY OWNED BY LANVERNMEIER; THENCE SOUTHWARDLY, PARALLEL WITH FIFTH STREET 50 FEET, MORE OR LESS, TO THE NORTHEASTERN CORNER OF A LOT OF GROUND NOW OR FORMERLY OWNED BY MENCH; AND THENCE WESTWARDLY, PARALLEL WITH JACKSON STREET 125 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PART CONDEMNED FOR RIGHT-OF-WAY PURPOSES UNDER CAUSE NO. 0911-CV05752 IN THE CIRCUIT COURT FOR ST. CHARLES COUNTY, MISSOURI. A CERTIFIED COPY OF THE REPORT OF COMMISSIONERS ON SAME BEING RECORDED IN BOOK 5251 PAGE 499 OF THE ST. CHARLES COUNTY RECORDS.

PARCEL 6:

PART OF CITY BLOCK 130 OF THE CITY OF ST. CHARLES DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF JACKSON STREET, 32 FEET 1 INCH WIDE AND THE EAST LINE OF SOUTH FIFTH STREET 60 FEET WIDE; THENCE NORTH ALONG THE EAST LINE OF SOUTH FIFTH STREET 101.35 FEET TO AN IRON PIPE; THENCE LEAVING SAID EAST LINE THEREOF, EASTWARDLY ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID JACKSON STREET 80 FEET TO AN IRON PIPE; THENCE SOUTH AND PARALLEL TO THE EAST LINE OF SOUTH FIFTH STREET 101.35 FEET TO AN IRON PIPE IN THE NORTH LINE OF JACKSON STREET; THENCE WEST ALONG SAID NORTH LINE THEREOF 80 FEET TO A POINT IN THE EAST LINE OF SAID SOUTH FIFTH STREET, THE POINT OF BEGINNING, ACCORDING TO SURVEY THEREOF EXECUTED BY ENGINEERING & SURVEYING, INC., ON NOVEMBER 5-12, 1969.

EXCEPTING THEREFROM THAT PART CONDEMNED FOR RIGHT-OF-WAY PURPOSES UNDER CAUSE NO. 0911-CV05752 IN THE CIRCUIT COURT FOR ST. CHARLES COUNTY, MISSOURI. A CERTIFIED COPY OF THE REPORT OF COMMISSIONERS ON SAME BEING RECORDED IN BOOK 5251 PAGE 499 OF THE ST. CHARLES COUNTY RECORDS.

PARCEL 7:

PART OF CITY BLOCK NO. ONE HUNDRED THIRTY (130) OF THE CITY OF ST. CHARLES, MISSOURI, FRONTING FORTY FIVE (45) FEET ON THE NORTH SIDE OF JACKSON STREET AND EXTENDING NORTHWARDLY WITH EVEN WIDTH AND PARALLEL WITH FIFTH STREET ONE HUNDRED (100) FEET; BOUNDED ON THE WEST BY LOT NOW OR FORMERLY OF POSER, ON THE NORTH BY LOT NOW OR FORMERLY OF THEIEN, ON THE EAST BY LOT NOW OWNED BY TAINTER AND ON THE SOUTH BY JACKSON STREET.

PARCEL 8:

A LOT OF GROUND, PART OF BLOCK NUMBERED ONE HUNDRED THIRTY (130) OF THE CITY OF ST. CHARLES, MISSOURI, FRONTING THIRTY SEVEN FEET SIX INCHES (37' 6") ON THE NORTHERN SIDE OF JACKSON STREET AND EXTENDING NORTHWARDLY WITH EVEN WIDTH AND PARALLEL WITH FIFTH STREET, ONE HUNDRED FIFTY (150) FEET, MORE OR LESS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A POINT IN THE NORTHERN LINE OF JACKSON STREET DISTANT EASTWARDLY ONE HUNDRED SIXTY TWO FEET SIX INCHES (162' 6") FROM THE EASTERN LINE OF FIFTH STREET AND WHICH BEGINNING POINT IS THE SOUTHWESTERN CORNER OF A LOT OF GROUND NOW OWNED BY FREDENBURG; THENCE NORTHWARDLY, PARALLEL WITH FIFTH STREET, ONE HUNDRED FIFTY (150) FEET, MORE OR LESS, TO THE SOUTHERN LINE OF A LOT OF GROUND NOW OWNED BY MACHENS; THENCE WESTWARDLY PARALLEL WITH JACKSON STREET, THIRTY SEVEN FEET SIX INCHES (37' 6") TO THE EASTERN LINE OF A LOT OF GROUND NOW OWNED BY BACON; THENCE SOUTHWARDLY PARALLEL WITH FIFTH STREET, ONE HUNDRED FIFTY (150) FEET, MORE OR LESS, TO THE NORTHERN LINE OF JACKSON STREET; THENCE EASTWARDLY ALONG THE NORTHERN LINE OF JACKSON STREET, THIRTY SEVEN FEET SIX INCHES (37' 6") TO THE PLACE OF BEGINNING.

PARCEL 9:

A LOT OF GROUND, BEING PART OF BLOCK NUMBERED 130 OF THE CITY OF ST. CHARLES, MISSOURI, FRONTING 38 FEET, MORE OR LESS, ON THE NORTHERN SIDE OF JACKSON STREET AND EXTENDING NORTHWARDLY, WITH EVEN WIDTH AND PARALLEL WITH FIFTH STREET, 150 FEET, MORE OR LESS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERN LINE OF JACKSON STREET DISTANT WESTWARDLY 162 FEET 6 INCHES (162' 6") FROM THE EASTERN LINE OF FIFTH STREET AND WHICH BEGINNING POINT IS THE SOUTHEASTERN CORNER OF A LOT OF GROUND NOW OR FORMERLY OWNED BY LANVERMEIER; THENCE NORTHWARDLY, PARALLEL WITH FIFTH STREET, 150 FEET, MORE OR LESS, TO A POINT IN THE SOUTHERN LINE OF A LOT OF GROUND NOW OR FORMERLY OWNED BY MACHENS; THENCE EASTWARDLY, PARALLEL WITH JACKSON STREET, 38 FEET, MORE OR LESS, TO A POINT IN THE WESTERN LINE OF A LOT OF GROUND NOW OR FORMERLY OWNED BY FELDMANN; THENCE SOUTHWARDLY, PARALLEL WITH FIFTH STREET, 150 FEET, MORE OR LESS, TO A POINT IN THE NORTHERN LINE OF JACKSON STREET; AND THENCE WESTWARDLY, WITH THE NORTHERN LINE OF JACKSON STREET, 38 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXHIBIT B

FORM OF CERTIFICATE OF SUBSTANTIAL COMPLETION

CERTIFICATE OF SUBSTANTIAL COMPLETION

FIRST CAPITOL PLACE LLC (the "Developer"), pursuant to that certain Redevelopment Agreement dated as of _____, 2026 (the "Agreement"), among the City of St. Charles, Missouri (the "City"), the Developer and the First Capitol Place Redevelopment Corporation, hereby certifies to the City as follows:

1. That as of _____, 20___, the Redevelopment Project has been substantially completed in accordance with the Agreement.

2. The Redevelopment Project has been completed in a workmanlike manner and in accordance with all applicable zoning, building and other permits issued by the City.

3. Lien waivers for the Redevelopment Project have been obtained.

4. This Certificate of Substantial Completion is accompanied by the project architect's certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as Appendix A and by this reference incorporated herein, certifying that the Redevelopment Project has been substantially completed in accordance with the Agreement.

5. This Certificate of Substantial Completion is being issued by the Developer to the City in accordance with the Agreement to evidence the Developer's satisfaction of all obligations and covenants with respect to the Redevelopment Project.

6. The City's acceptance (below) in writing to this Certificate of Substantial Completion and the recordation of this Certificate of Substantial Completion with the St. Charles County Recorder of Deeds, shall evidence the satisfaction of the Developer's agreements and covenants to complete the Redevelopment Project.

7. This Certificate of Substantial Completion is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

8. All certifications or statements made or set forth in this Certificate of Substantial Completion are made solely for the benefit of the City and shall not be relied upon or used for any purpose by any third party in any proceeding, claim or contest of any kind, nature or character.

9. *All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.*

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this _____ day of _____, 20___.

FIRST CAPITOL PLACE LLC

By: _____
Name: _____
Title: _____

ACCEPTED:

CITY OF ST. CHARLES, MISSOURI

By: _____
Name: _____
Title: _____

(Insert Notary Form(s) and Legal Description; Attach AIA Form G-704)

EXHIBIT C

FORM OF TRANSFEREE AGREEMENT

This **TRANSFEREE AGREEMENT** (this "Transferee Agreement") is entered into this _____ day of _____, 20___, by and between the **CITY OF ST. CHARLES, MISSOURI** (the "City") and _____, a [state][entity type] (the "Transferee").

RECITALS

A. The real property to be purchased by the Transferee and legally described in **Exhibit A** attached hereto (the "Redevelopment Area") is part of the Redevelopment Project described in the Development Plan for the First Capitol Place Redevelopment Area (the "Development Plan") approved by the City pursuant to Ordinance No. 26-___ adopted by the City Council on _____, 2026 (the "Approving Ordinance").

B. The Redevelopment Area and the Redevelopment Project are subject to that certain Redevelopment Agreement dated as of _____, 2026 (the "Redevelopment Agreement") among the City, First Capitol Place LLC (the "Developer") and the First Capitol Place Redevelopment Corporation, which Redevelopment Agreement was recorded in the St. Charles County Recorder of Deeds Office on _____, 2026, as Document No. _____.

C. **Section 6.2** of the Redevelopment Agreement requires, as a condition precedent to certain transfers of the Redevelopment Area, that the proposed transferee enter into and deliver to the City this Transferee Agreement, obligating the Transferee to comply with the requirements of the Development Plan and the obligations of the Developer under the Redevelopment Agreement.

D. The parties desire to enter into this Transferee Agreement to satisfy the conditions precedent set forth in **Section 6.2** of the Redevelopment Agreement.

NOW, THEREFORE, for and in consideration of the promises and the covenants entered herein, the City and the Transferee agree as follows:

1. The Transferee has entered into a purchase contract with the Developer, or an authorized successor or assign, pursuant to which the Transferee will acquire the Redevelopment Area.

2. The Transferee acknowledges that it has been provided with and/or has reviewed the Approving Ordinance and the Redevelopment Agreement.

3. The Transferee acknowledges and agrees that its acquisition, use and enjoyment of the Redevelopment Area and any future disposition of the the Redevelopment Area are subject to the terms of the Redevelopment Agreement.

4. The Transferee acknowledges that in the event of the sale, lease, sublease, assignment or other voluntary or involuntary disposition of the Redevelopment Area, the obligations of the Redevelopment Agreement shall continue and shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective subsequent transferees as if they were in every case specifically named and shall be construed as a covenant running with the land and enforceable as if such purchaser, tenant, transferee or other possessor thereof were originally a party to and bound by the Redevelopment Agreement. The Transferee assumes the duty to notify any purchaser, tenant, transferee or

other possessor of the Redevelopment Project of its rights, duties and obligations under the Redevelopment Agreement.

5. The parties agree that the intention of this Transferee Agreement is to ensure that the Transferee has actual notice of the rights, duties and obligations contained in the Redevelopment Agreement prior to taking ownership of the Redevelopment Area, and nothing contained in this Transferee Agreement shall be deemed to impose any rights, duties or obligations that are not imposed pursuant to the Redevelopment Agreement.

6. This Transferee Agreement shall be governed by the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF ST. CHARLES, MISSOURI

(SEAL)

By: _____
Mayor

Attest:

_____
City Clerk

[TRANSFEREE]

By: _____
Name: _____
Title: _____

EXHIBIT A TO TRANSFEREE AGREEMENT

LEGAL DESCRIPTION OF THE REDEVELOPMENT AREA

PARCEL 1:

A LOT OF GROUND LOCATED IN BLOCK NO. 130 IN THE CITY OF ST. CHARLES, MISSOURI, FRONTING FIFTY (50) FEET, MORE OR LESS, ON THE SOUTHERN LINE OF 1ST CAPITOL DR. AND EXTENDING BACK WITH EVEN WIDTH A DISTANCE OF ONE HUNDRED FIFTY (150) FEET, MORE OR LESS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:
BEGINNING AT THE NORTHWEST CORNER OF THE LOT OF GROUND FIRST ABOVE DESCRIBED, SAID POINT OF BEGINNING BEING ONE HUNDRED FORTY (140) FEET WEST ALONG THE SOUTH SIDE OF FIRST CAPITOL DRIVE (FORMERLY CLAY STREET) FROM THE POINT OF INTERSECTION OF THE WESTERN LINE OF FOURTH STREET AND THE SOUTHERN LINE OF FIRST CAPITOL DRIVE; THENCE WESTWARDLY ALONG THE SOUTHERN LINE OF FIRST CAPITOL DRIVE A DISTANCE OF FIFTY (50) FEET, MORE OR LESS, THENCE SOUTHWARDLY PARALLEL WITH FOURTH STREET (AS ORIGINALLY ESTABLISHED) A DISTANCE OF ONE HUNDRED FIFTY (150) FEET, MORE OR LESS, THENCE EASTWARDLY PARALLEL TO FIRST CAPITOL DRIVE A DISTANCE OF FIFTY (50) FEET TO A POINT ON THE WESTERN LINE OF THE LOT OF GROUND FIRST ABOVE DESCRIBED; THENCE NORTHWARDLY ALONG THE WESTERN LINE OF THE LOT OF GROUND ABOVE DESCRIBED A DISTANCE OF ONE HUNDRED FIFTY (150) FEET TO THE POINT OF BEGINNING. BOUNDED ON THE NORTH BY FIRST CAPITOL DRIVE, ON THE EAST BY LOT OF GROUND FIRST ABOVE DESCRIBED, ON THE SOUTH BY LOT NOW OR FORMERLY OWNED BY E. STOLTZE'S HEIRS AND ON THE WEST BY LOT NOW OR FORMERLY OWNED BY CHARLES CAPPEL AND BEING THE SAME LOT OF GROUND CONVEYED BY JOSEPHINE MITTRUCKER TO OTTO H. WILLBRAND BY DEED DATED MAY 21, 1918, RECORDED IN THE RECORDER'S OFFICE OF ST. CHARLES COUNTY, MISSOURI, IN BOOK 132 PAGE 39.

PARCEL 2:

PART OF CITY SQUARE NO. ONE HUNDRED THIRTY (130), BEGINNING AT THE CORNER OF CLAY AND FIFTH STREETS IN SAID CITY OF ST. CHARLES; THENCE SOUTH 21° WEST WITH FIFTH STREET 150 FEET; THENCE SOUTH 69° EAST WITH A LINE PARALLEL WITH CLAY STREET 50 FEET; THENCE NORTH 21° EAST PARALLEL WITH FIFTH STREET 150 FEET TO CLAY STREET; THENCE NORTH 69° WEST WITH CLAY STREET 50 FEET TO THE PLACE OF BEGINNING; EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF SAINT CHARLES, MISSOURI BY INSTRUMENT RECORDED AUGUST 21, 2008 IN BOOK 5038 PAGE 811 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND IN BLOCK NO. 130 OF THE CITY OF ST. CHARLES, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PROPERTY CONVEYED TO FIRST NATIONAL BANK OF ST. CHARLES, AS RECORDED IN DEED BOOK 672 PAGE 214 OF THE ST. CHARLES COUNTY, MISSOURI, THENCE SOUTH 67 DEGREES 46 MINUTES 24 SECONDS EAST, 57.58 FEET; THENCE SOUTH 68 DEGREES 17 MINUTES 46 SECONDS WEST, 41.92 FEET; THENCE SOUTH 57 DEGREES 46 MINUTES 22 SECONDS WEST, 27.44 FEET; THENCE NORTH 22 DEGREES 13 MINUTES 36 SECONDS EAST, 340.00 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PART CONDEMNED FOR RIGHT-OF-WAY PURPOSES UNDER CAUSE NO. 0911-CV05752 IN THE CIRCUIT COURT FOR ST. CHARLES COUNTY, MISSOURI. A CERTIFIED COPY OF THE REPORT OF COMMISSIONERS ON SAME BEING RECORDED IN BOOK 5251 PAGE 499 OF THE ST. CHARLES COUNTY RECORDS.

PARCEL 3:

A LOT OF GROUND, PART OF BLOCK NUMBERED ONE HUNDRED THIRTY (130) OF THE CITY OF ST. CHARLES, MISSOURI, FRONTING EIGHTY SEVEN (87') FEET ON THE SOUTHERN SIDE OF CLAY STREET, AND EXTENDING SOUTHWARDLY WITH EVEN WIDTH AND PARALLEL WITH FIFTH STREET, ONE HUNDRED FORTY (140') FEET, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERN LINE OF CLAY STREET DISTANT EASTWARDLY FIFTY FIVE (55') FEET FROM THE EASTERN LINE OF FIFTH STREET; THENCE EASTWARDLY, WITH THE SOUTHERN LINE OF CLAY STREET, EIGHTY SEVEN (87') FEET; THENCE SOUTHWARDLY PARALLEL WITH FIFTH STREET, ONE HUNDRED FORTY (140') FEET; THENCE WESTWARDLY, PARALLEL WITH CLAY STREET, EIGHTY SEVEN (87') FEET; AND THENCE NORTHWARDLY PARALLEL WITH FIFTH STREET, ONE HUNDRED FORTY (140') FEET TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF SAINT CHARLES, MISSOURI BY INSTRUMENT RECORDED AUGUST 21, 2008 IN BOOK 5038 PAGE 811 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND IN BLOCK NO. 130 OF THE CITY OF ST. CHARLES, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PROPERTY CONVEYED TO FIRST NATIONAL BANK OF ST. CHARLES, AS RECORDED IN DEED BOOK 672 PAGE 214 OF THE ST. CHARLES COUNTY, MISSOURI, THENCE SOUTH 67 DEGREES 46 MINUTES 24 SECONDS EAST, 57.58 FEET; THENCE SOUTH 68 DEGREES 17 MINUTES 46 SECONDS WEST, 41.92 FEET; THENCE SOUTH 57 DEGREES 46 MINUTES 22 SECONDS WEST, 27.44 FEET; THENCE NORTH 22 DEGREES 13 MINUTES 36 SECONDS EAST, 340.00 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

A LOT OF GROUND PART OF BLOCK NUMBERED 130 OF THE CITY OF ST. CHARLES, MISSOURI FRONTING 42 FEET, MORE OR LESS, ON THE EASTERN SIDE OF FIFTH STREET AND EXTENDING EASTWARDLY WITH EVEN WIDTH AND PARALLEL WITH CLAY STREET 200 FEET, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERN LINE OF FIFTH STREET WHICH POINT IS DISTANT SOUTHWARDLY 192 FEET, MORE OR LESS, FROM THE SOUTHERN LINE OF CLAY STREET AND WHICH BEGINNING POINT IS THE NORTHWESTERN CORNER OF A LOT OF GROUND NOW OWNED BY THEINE, THENCE NORTHWARDLY WITH THE EASTERN LINE OF FIFTH STREET 42 FEET, MORE OR LESS, TO THE SOUTHWESTERN CORNER OF A LOT OF GROUND NOW OWNED BY THE MOUNT ZION BAPTIST CHURCH; THENCE EASTWARDLY PARALLEL WITH CLAY STREET 200 FEET; THENCE SOUTHWARDLY PARALLEL WITH FIFTH STREET 42 FEET, MORE OR LESS; THENCE WESTWARDLY PARALLEL WITH CLAY STREET 200 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PART CONDEMNED FOR RIGHT-OF-WAY PURPOSES UNDER CAUSE NO. 0911-CV05752 IN THE CIRCUIT COURT FOR ST. CHARLES COUNTY, MISSOURI. A CERTIFIED COPY OF THE REPORT OF COMMISSIONERS ON SAME BEING RECORDED IN BOOK 5251 PAGE 499 OF THE ST. CHARLES COUNTY RECORDS.

PARCEL 5:

A LOT OF GROUND, PART OF BLOCK NUMBERED 130 OF THE CITY OF ST. CHARLES, MISSOURI FRONTING 50 FEET, MORE OR LESS ON THE EASTERN SIDE OF FIFTH STREET AND EXTENDING EASTWARDLY WITH EVEN WIDTH AND PARALLEL WITH JACKSON STREET 125 FEET, MORE OR LESS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERN LINE OF FIFTH STREET DISTANT NORTHWARDLY 100 FEET FROM THE NORTHERN LINE OF JACKSON STREET THE NORTHWESTERN CORNER OF A LOT OF GROUND NOW OR FORMERLY OWNED BY ROSIEN; THENCE NORTHWARDLY WITH THE EASTERN LINE OF FIFTH STREET, 50 FEET, MORE OR LESS, TO THE SOUTHWESTERN CORNER OF A LOT OF GROUND NOW OR FORMERLY OWNED BY MACHENS; THENCE EASTWARDLY PARALLEL WITH JACKSON STREET, 125 FEET, MORE OR LESS, TO THE NORTHWESTERN CORNER OF A LOT OF GROUND NOW OR FORMERLY OWNED BY LANVERNMEIER; THENCE SOUTHWARDLY, PARALLEL WITH FIFTH STREET 50 FEET, MORE OR LESS, TO THE NORTHEASTERN CORNER OF A LOT OF GROUND NOW OR FORMERLY OWNED BY MENCH; AND THENCE WESTWARDLY, PARALLEL WITH JACKSON STREET 125 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PART CONDEMNED FOR RIGHT-OF-WAY PURPOSES UNDER CAUSE NO. 0911-CV05752 IN THE CIRCUIT COURT FOR ST. CHARLES COUNTY, MISSOURI. A CERTIFIED COPY OF THE REPORT OF COMMISSIONERS ON SAME BEING RECORDED IN BOOK 5251 PAGE 499 OF THE ST. CHARLES COUNTY RECORDS.

PARCEL 6:

PART OF CITY BLOCK 130 OF THE CITY OF ST. CHARLES DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF JACKSON STREET, 32 FEET 1 INCH WIDE AND THE EAST LINE OF SOUTH FIFTH STREET 60 FEET WIDE; THENCE NORTH ALONG THE EAST LINE OF SOUTH FIFTH STREET 101.35 FEET TO AN IRON PIPE; THENCE LEAVING SAID EAST LINE THEREOF, EASTWARDLY ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID JACKSON STREET 80 FEET TO AN IRON PIPE; THENCE SOUTH AND PARALLEL TO THE EAST LINE OF SOUTH FIFTH STREET 101.35 FEET TO AN IRON PIPE IN THE NORTH LINE OF JACKSON STREET; THENCE WEST ALONG SAID NORTH LINE THEREOF 80 FEET TO A POINT IN THE EAST LINE OF SAID SOUTH FIFTH STREET, THE POINT OF BEGINNING, ACCORDING TO SURVEY THEREOF EXECUTED BY ENGINEERING & SURVEYING, INC., ON NOVEMBER 5-12, 1969.

EXCEPTING THEREFROM THAT PART CONDEMNED FOR RIGHT-OF-WAY PURPOSES UNDER CAUSE NO. 0911-CV05752 IN THE CIRCUIT COURT FOR ST. CHARLES COUNTY, MISSOURI. A CERTIFIED COPY OF THE REPORT OF COMMISSIONERS ON SAME BEING RECORDED IN BOOK 5251 PAGE 499 OF THE ST. CHARLES COUNTY RECORDS.

PARCEL 7:

PART OF CITY BLOCK NO. ONE HUNDRED THIRTY (130) OF THE CITY OF ST. CHARLES, MISSOURI, FRONTING FORTY FIVE (45) FEET ON THE NORTH SIDE OF JACKSON STREET AND EXTENDING NORTHWARDLY WITH EVEN WIDTH AND PARALLEL WITH FIFTH STREET ONE HUNDRED (100) FEET; BOUNDED ON THE WEST BY LOT NOW OR FORMERLY OF POSER, ON THE NORTH BY LOT NOW OR FORMERLY OF THEIEN, ON THE EAST BY LOT NOW OWNED BY TAINTER AND ON THE SOUTH BY JACKSON STREET.

PARCEL 8:

A LOT OF GROUND, PART OF BLOCK NUMBERED ONE HUNDRED THIRTY (130) OF THE CITY OF ST. CHARLES, MISSOURI, FRONTING THIRTY SEVEN FEET SIX INCHES (37' 6") ON THE NORTHERN SIDE OF JACKSON STREET AND EXTENDING NORTHWARDLY WITH EVEN WIDTH AND PARALLEL WITH FIFTH STREET, ONE HUNDRED FIFTY (150) FEET, MORE OR LESS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A POINT IN THE NORTHERN LINE OF JACKSON STREET DISTANT EASTWARDLY ONE HUNDRED SIXTY TWO FEET SIX INCHES (162' 6") FROM THE EASTERN LINE OF FIFTH STREET AND WHICH BEGINNING POINT IS THE SOUTHWESTERN CORNER OF A LOT OF GROUND NOW OWNED BY FREDENBURG; THENCE NORTHWARDLY, PARALLEL WITH FIFTH STREET, ONE HUNDRED FIFTY (150) FEET, MORE OR LESS, TO THE SOUTHERN LINE OF A LOT OF GROUND NOW OWNED BY MACHENS; THENCE WESTWARDLY PARALLEL WITH JACKSON STREET, THIRTY SEVEN FEET SIX INCHES (37' 6") TO THE EASTERN LINE OF A LOT OF GROUND NOW OWNED BY BACON; THENCE SOUTHWARDLY PARALLEL WITH FIFTH STREET, ONE HUNDRED FIFTY (150) FEET, MORE OR LESS, TO THE NORTHERN LINE OF JACKSON STREET; THENCE EASTWARDLY ALONG THE NORTHERN LINE OF JACKSON STREET, THIRTY SEVEN FEET SIX INCHES (37' 6") TO THE PLACE OF BEGINNING.

PARCEL 9:

A LOT OF GROUND, BEING PART OF BLOCK NUMBERED 130 OF THE CITY OF ST. CHARLES, MISSOURI, FRONTING 38 FEET, MORE OR LESS, ON THE NORTHERN SIDE OF JACKSON STREET AND EXTENDING NORTHWARDLY, WITH EVEN WIDTH AND PARALLEL WITH FIFTH STREET, 150 FEET, MORE OR LESS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERN LINE OF JACKSON STREET DISTANT WESTWARDLY 162 FEET 6 INCHES (162' 6") FROM THE EASTERN LINE OF FIFTH STREET AND WHICH BEGINNING POINT IS THE SOUTHEASTERN CORNER OF A LOT OF GROUND NOW OR FORMERLY OWNED BY LANVERMEIER; THENCE NORTHWARDLY, PARALLEL WITH FIFTH STREET, 150 FEET, MORE OR LESS, TO A POINT IN THE SOUTHERN LINE OF A LOT OF GROUND NOW OR FORMERLY OWNED BY MACHENS; THENCE EASTWARDLY, PARALLEL WITH JACKSON STREET, 38 FEET, MORE OR LESS, TO A POINT IN THE WESTERN LINE OF A LOT OF GROUND NOW OR FORMERLY OWNED BY FELDMANN; THENCE SOUTHWARDLY, PARALLEL WITH FIFTH STREET, 150 FEET, MORE OR LESS, TO A POINT IN THE NORTHERN LINE OF JACKSON STREET; AND THENCE WESTWARDLY, WITH THE NORTHERN LINE OF JACKSON STREET, 38 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 3/17/2026
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☑

Bill # 14071

Request for Council Action

Ward(s): 2 **Sponsor(s):** Mark Hollander

Description:

An ordinance authorizing the City of St. Charles to issue its Taxable Industrial Revenue Bonds (First Capitol Place Redevelopment Project), Series 2026, for the purpose of providing funds to pay the costs of acquiring, constructing and improving an Industrial Development Project in the City; approving a plan for the Project; and authorizing the City to enter into certain agreements and take certain other actions in connection therewith.

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

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

Summary:

This ordinance authorizes the City to issue Taxable Industrial Revenue Bonds (First Capitol Place Redevelopment Project) Series 2026 (the "Bonds") pursuant to Chapter 100, RSMo; and such Bonds will provide funds for the purpose of acquiring a leasehold interest in approximately 1.45 acres of real property generally located at 300 South Fifth Street in the City and constructing thereon a multi-family, residential apartment development. Pursuant to Chapter 100 financing, the City will take ownership of the "Project" financed, and lease the same to the First Capitol Place LLC (the "Company"), with an option to purchase. The Bond payment obligations of the City will be payable from the lease payments. No tax revenues will be used to repay the Bonds.

The Plan for an Industrial Development Project and Cost/Benefit Analysis (Exhibit A to the Ordinance) associated with the issuance of the Bonds provides that the City intends to extend sales and use tax exemptions on qualified building materials, but does not provide for any property tax abatement or any payments in lieu of taxes. The Plan also provides for, in the event the Company sells the Project on or before December 31, 2037, a payment to the City based upon an unleveraged internal rate of return if exceeding 8.00%.

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

Fiscal Impact: N/A

Account #:

Project #: First Capitol Place Redevelopment Project

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

Sponsored By: Mark Hollander

BILL NO. 14071 **ORDINANCE NO. _____**

AN ORDINANCE AUTHORIZING THE CITY OF ST. CHARLES, MISSOURI, TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS (FIRST CAPITOL PLACE REDEVELOPMENT PROJECT), SERIES 2026, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COSTS OF ACQUIRING, CONSTRUCTING AND IMPROVING AN INDUSTRIAL DEVELOPMENT PROJECT IN THE CITY; APPROVING A PLAN FOR THE PROJECT; AND AUTHORIZING THE CITY TO ENTER INTO CERTAIN AGREEMENTS AND TAKE CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the City of St. Charles, Missouri, a constitutional home rule charter city and political subdivision of the State of Missouri (the "City"), is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution, Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri (collectively, the "Act") and the City Charter to purchase, construct, extend and improve certain projects (as defined in the Act), to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, research and development, office industry, warehousing and industrial development purposes upon such terms and conditions as the City deems advisable; and

WHEREAS, First Capitol Place LLC, a Missouri limited liability company (the "Developer"), has requested that the City issue its Taxable Industrial Revenue Bonds (First Capitol Place Redevelopment Project), Series 2026 in the maximum principal amount of $25,000,000 (the "Bonds"), for the purpose of acquiring a leasehold interest in approximately 1.38 acres of real property generally located at 300 South Fifth Street in the City (as legally described in the hereinafter-defined Lease, together with all improvements now or hereafter located thereon, the "Project Site") and constructing thereon a multi-family, residential apartment development with approximately 108 apartments and associated resident parking (collectively, the "Project Improvements" and, together with the acquisition of a leasehold interest in the Project Site, the "Project"); and

WHEREAS, the Act requires the City to prepare a plan in connection with any industrial development project undertaken pursuant to the Act; and

WHEREAS, a Plan for an Industrial Development Project and Cost/Benefit Analysis (the "Plan") has been prepared in the form of **Exhibit A**; and

WHEREAS, notice of the City's consideration of the Plan has been given in the manner required by the Act, and the City Council has fairly and duly considered all comments submitted to the City Council regarding the proposed Plan; and

WHEREAS, the City Council hereby finds and determines that it is desirable for the improvement of the economic welfare and development of the City and within the public purposes of the Act that the City: (1) approve the Plan pursuant to the Act; (2) issue the Bonds for the purpose of facilitating a sales and use tax exemption on construction materials used to construct the Project Improvements; and (3) enter into certain agreements and documents with the Developer relating to the Bonds; and

WHEREAS, the City Council further finds and determines that it is necessary and desirable in connection with the implementation of the Plan and the issuance of the Bonds that the City enter into certain other documents and take certain other actions as herein provided;

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

Section 1. Approval of the Plan. The City Council hereby approves the Plan.

Section 2. Authorization for the Project. The City is hereby authorized to provide for the purchase and construction of the Project, in the manner and as more particularly described in the Indenture and the Lease hereinafter authorized.

Section 3. Authorization of the Bonds. The City is hereby authorized to issue and sell the Bonds as described in the recitals hereto to provide funds to pay the costs of the Project. The Bonds shall be issued and secured pursuant to the Indenture and shall have such terms, provisions, covenants and agreements as are set forth in the Indenture.

Section 4. Limitation on Liability. The Bonds and the interest thereon shall be limited obligations of the City, payable solely out of certain payments, revenues and receipts derived by the City from the Lease. Such payments, revenues and receipts shall be pledged and assigned to the bond trustee named in the Indenture (the "Trustee"), as security for the payment of the Bonds as provided in the Indenture. The Bonds and the interest thereon shall not constitute general obligations of the City, the State of Missouri (the "State") or any other political subdivision thereof, and neither the City nor the State shall be liable thereon. The Bonds shall not constitute an indebtedness within the meaning of any constitutional, statutory or charter debt limitation or restriction and are not payable in any manner by taxation.

Section 5. Authorization of Documents. The City is hereby authorized to enter into the following documents (collectively, the "City Documents"), in substantially the forms presented to and approved by the City Council and attached to this Ordinance, with such changes therein as shall be approved by the officials of the City executing the City Documents, such officials' signatures thereon being conclusive evidence of their approval thereof:

(a) Base Lease between the City and the Developer, in substantially the form of **Exhibit B**, pursuant to which the City will acquire a leasehold interest in the Project Site during the construction of the Project Improvements, in consideration of the City's agreement to issue the Bonds.

(b) Lease Agreement (the "Lease") between the City and the Developer, in substantially the form of **Exhibit C**, pursuant to which the City will lease the Project to the Developer pursuant to the terms and conditions contained therein, in consideration of rental payments by the Developer that will be sufficient to pay the principal of and interest on the Bonds.

(c) Trust Indenture (the "Indenture") between the City and the Trustee, in substantially the form of **Exhibit D**, pursuant to which the Bonds will be issued and the City will pledge the Project and assign certain of the payments, revenues and receipts received pursuant to the Lease to the Trustee for the benefit and security of the owners of the Bonds upon the terms and conditions set forth therein.

(d) Bond Purchase Agreement between the City and the Developer, in substantially the form of **Exhibit E**, pursuant to which the Developer will purchase the Bonds.

Section 6. Execution of Documents. The Mayor is hereby authorized to execute the Bonds and to deliver the Bonds to the Trustee for authentication, for and on behalf of and as the act and deed of the City, in the manner provided in the Indenture. The Mayor is hereby authorized to execute the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized to attest to and affix the seal of the City to the Bonds, the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 7. Further Authority. The City shall, and the officials, agents and employees of the City are hereby authorized to, take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Bonds and the City Documents. The Mayor and the Director of Administration are hereby authorized, through the term of the Lease, to execute all documents on behalf of the City (including documents pertaining to the transfer of property or the financing or refinancing of any portion of the Project by the Developer, including but not limited to subordination and non-disturbance agreements, and such easements, licenses, rights-of-way, plats and similar documents as may be requested by the Developer) as may be required to carry out and comply with the intent of this Ordinance and the City Documents. The Mayor and the Director of Administration are further authorized, on behalf of the City, to grant such consents, estoppels and waivers relating to the Bonds and the City Documents as may be requested during the term thereof; provided, such consents, estoppels and/or waivers shall not increase the principal amount of the Bonds, increase the term of the Lease or the economic incentives provided therein, waive an event of default or materially change the nature of the transaction unless approved by the City Council. The City Clerk is authorized to attest to and affix the seal of the City to any document authorized by this Section.

Section 8. Savings. Except as expressly set forth herein, nothing contained in this Ordinance shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other ordinance of the City or the requirements thereof whether or not relating to or in manner connected with the subject matter hereof.

Section 9. Acknowledgement of Pledge. The City hereby acknowledges that the Bonds may be pledged to one or more lenders, their successors and assigns as security for financing to be provided to the Developer by such lenders. The City is authorized to execute an acknowledgement of such pledge in form and substance acceptable to the lenders and the City Attorney. The City's attorneys are authorized and directed to request the Trustee to execute an acknowledgement of such pledge in form and substance acceptable to the lenders and to note the lenders as owners of the Bonds on the bond register.

Section 10. Severability. If any term, condition or provision of this Ordinance is, to any extent, held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the City Council that it would have enacted this Ordinance without the invalid or unenforceable provision. If as a result of a subsequent change in applicable law, the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

Section 11. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval.

DATE PASSED: _____, 2026.

DATE APPROVED BY MAYOR: _____, 2026.

_____
Michael Galba, Presiding Officer

_____
Daniel J. Borgmeyer, Mayor

(SEAL)

ATTEST:

By: _____
Kimberly Hudson, City Clerk



Approved as to Form:

Holly Magdziarz 3/12/2026
Holly Magdziarz, City Attorney Date

EXHIBIT A

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT AND COST/BENEFIT ANALYSIS

[On file in the office of the City Clerk]

CITY OF ST. CHARLES, MISSOURI

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT
AND
COST/BENEFIT ANALYSIS

FOR

FIRST CAPITOL PLACE LLC

I. PURPOSE OF THIS PLAN

The City of St. Charles, Missouri (the "City"), intends to issue taxable industrial revenue bonds in a principal amount of not to exceed $25,000,000 (the "Bonds") to finance the costs of an industrial development project (as further described herein, the "Project") for First Capitol Place LLC, a Missouri limited company (the "Company"). The Bonds will be issued pursuant to the provisions of Sections 100.010 to 100.200 of the Revised Statutes of Missouri and Article VI, Section 27(b) of the Missouri Constitution (collectively, the "Act"). The Bonds will initially be owned by the Company and cannot be transferred, other than to lenders and affiliates, without the City's prior approval.

This Plan for an Industrial Development Project and Cost/Benefit Analysis (this "Plan") is intended to satisfy requirements of the Act and to analyze the potential costs and benefits, including the related tax impact on affected taxing jurisdictions, of using industrial revenue bonds to finance the Project. **The transactions described in this Plan are intended to provide an exemption from state and local sales and use tax on materials used to construct the Project and will not be used to provide real or personal property tax abatement. However, the City is considering providing partial real property tax abatement for the Project pursuant to Chapter 353 of the Revised Statutes of Missouri.**

II. DESCRIPTION OF CHAPTER 100 FINANCINGS

General. The Act authorizes cities, counties, towns and villages to issue industrial development bonds to finance the purchase, construction, extension and improvement of warehouses, distribution facilities, research and development facilities, office industries, agricultural processing industries, service facilities that provide interstate commerce, industrial plants and other commercial facilities. Under Attorney General Opinion 180-81, the Missouri Attorney General determined that the construction and rental of multi-family apartments for profit is a commercial enterprise.

Issuance and Sale of Bonds. Revenue bonds issued pursuant to the Act do not require voter approval and are payable solely from revenues received from a lease or other disposition of the project. The municipality issues its bonds, and in exchange, the benefited company promises to make payments that are sufficient to pay the principal of and interest on the bonds as they become due. Thus, the municipality merely acts as a conduit for the financing.

Concurrently with the closing of the bonds, the company will lease the site on which the industrial development project will be located to the municipality. The municipality will immediately lease the project site and the improvements thereon back to the benefited company pursuant to a lease agreement. The lease agreement will require the company, acting on behalf of the municipality, to use the bond proceeds to purchase and construct the project.

Under the lease agreement, the company typically: (1) unconditionally agrees to make payments sufficient to pay the principal of and interest on the bonds as they become due; (2) agrees, at its own expense, to maintain the project, to pay all taxes and assessments with respect to the project and to maintain adequate insurance; (3) may, at its own expense, make certain additions, modifications or improvements to the project; (4) may assign its interests under the lease agreement or sublease the project while remaining responsible for payments under the lease agreement; (5) covenants to maintain its corporate existence during the term of the bond issue; and (6) agrees to indemnify the municipality for any liability the municipality might incur as a result of its participation in the transaction.

Sales/Use Tax Exemption on Construction Materials. Qualified building materials purchased for the construction of a project undertaken pursuant to the Act can be exempted from state and local sales and use tax pursuant to the provisions of Section 144.062 of the Revised Statutes of Missouri and the underlying bond documents upon delivery of a project exemption certificate and a sales and use tax exemption letter by the municipality to the company.

Property Tax Abatement. While the Act is often used to facilitate real or personal property tax abatement, this Plan does not authorize any real or personal property tax abatement or exemption. However, the City is considering providing partial real property tax abatement for the Project pursuant to Chapter 353 of the Revised Statutes of Missouri.

III. DESCRIPTION OF THE PARTIES

First Capitol Place LLC. The Company is a Missouri limited liability company that was formed for the purpose of developing real estate. The Company is affiliated with St. Charles Strategic Development, a regional commercial real estate development firm. More information about St. Charles Strategic Development is available at www.stc-sd.com.

City of St. Charles, Missouri. The City is a constitutional home rule charter city and political subdivision of the State of Missouri (the "State"). The City is authorized and empowered pursuant to the provisions of the City Charter and the Act to purchase, construct, extend, equip and improve certain projects (as defined in the Act), to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City deems advisable.

IV. REQUIREMENTS OF THE ACT

A. Description of the Project. The Project consists of acquiring a leasehold interest in the parcels located at 300 South Fifth Street in the City (the "Project Site") and constructing thereon a multi-family, residential apartment development with 108 apartments and associated resident parking (the "Project Improvements" and, together with the Project Site, the "Project").

B. Estimate of the Costs of the Project. The Project is expected to cost approximately $25,000,000, consisting of approximately $20,000,000 for "hard" construction costs and approximately $5,000,000 for "soft" costs (architectural, engineering, legal, insurance, etc.).

C. Sources of Funds to be Expended for the Project. The primary source of funds to be expended for the Project will be available funds of the Company.

D. Statement of the Terms Upon Which the Project is to be Leased or Otherwise Disposed of by the City. The City will lease the Project to the Company in consideration of lease payments by the Company equal to the principal of and interest on the Bonds. Under the terms of the lease, the Company will have the option to purchase the Project at any time for nominal consideration; otherwise, the lease will terminate following completion of the Project Improvements.

E. Applicable School District, Community College District, County, City and Emergency Service Districts. The St. Charles School District, is the school district affected by the Project. The St. Charles Community College is the community college district affected by the Project. The St. Charles County Ambulance District and St. Charles County Dispatch and Alarm are the emergency service districts (together, the "Emergency Service Districts") affected by the Project. St. Charles County, Missouri (the "County") is the county affected by the Project. The City is the municipality affected by the Project. Because this Plan is intended to provide only a sales and use tax exemption on qualified building materials, this Plan affects only those taxing districts that have a sales and/or use tax.

F. Current Assessed Valuation. The most recent equalized assessed valuation of the real property included in the Project is $241,526. The Company estimates the total equalized assessed valuation of the real property included in the Project after development will be approximately $2,667,600. The St. Charles County Assessor will make the final determination of the assessed value.

G. Payments in Lieu of Taxes. This Plan does not provide for any property tax abatement or any payments in lieu of taxes.

H. Sales/Use Tax Exemption. Qualified building materials purchased for the construction of the Project Improvements are expected to be exempt from state and local sales and use tax pursuant to the provisions of Section 144.062 of the Revised Statutes of Missouri and the underlying bond documents upon delivery of a project exemption certificate and a sales and use tax exemption letter by the City to the Company. If this Plan is approved by the City, the City intends to deliver its sales and use tax exemption letter and a project exemption certificate.

I. Cost/Benefit Analysis. As noted above, this Plan is intended to provide only a sales and use tax exemption on qualified building materials. Accordingly, this Plan affects only those taxing districts that have a sales and/or use tax and only to the extent that qualified building materials are purchased within the boundaries of those taxing districts. In compliance with Section 100.050.2(3) of the Act, this Plan projects the estimated costs and benefits to the City and to other taxing jurisdictions affected by the sales and use tax exemption. This Plan does not attempt to quantify the overall economic impact of the Project.

Sales and Use Tax Exemption. The City will grant a state and local sales and use tax exemption on the qualified building materials necessary to construct the Project Improvements. For purposes of determining the impact of the sales and use tax exemption on the qualified building materials on the affected taxing jurisdictions granted by the City, it was assumed that:

- $8,000,000 of the total costs of the Project will be allocated to construction material costs;
- sales tax is allocated to the State, the County and the City at the following rates: 4.225% is allocated to the State, 1.725% is allocated to the County and 2.000% is allocated to the City;
- use tax is allocated to the State, the County and the City at the following rates: 4.225% is allocated to the State, 1.725% is allocated to the County and 2.000% is allocated to the City;
- 80% of the qualified construction materials will be subject to the State's sales tax and 20% will be subject to the State's use tax;
- 25% of the qualified construction materials will be subject to the County's sales tax, and 20% of the qualified construction materials will be subject to the County's use tax; and
- 5% of the qualified construction materials will be subject to the City's sales tax and 20% will be subject to the City's use tax.

Please note that any variance in these assumptions, such as a greater percentage of construction materials being purchased from in-state vendors located outside the County and the City, will alter the estimated net fiscal impact of the sales and use tax exemption on the affected taxing jurisdictions.

Based on the assumptions set forth above, the estimated net fiscal impact of the sales and use tax exemption on the qualified building materials granted by the City is approximately $440,100, allocated as follows:

	Sales Tax	Use Tax	Total
State	$270,400	$ 67,600	$338,000
County	34,500	27,600	62,100
City	8,000	32,000	40,000
Total	$312,900	$127,200	$440,100

V. ADDITIONAL COMMUNITY BENEFITS

A. Public Participation in Cash Flow Upon Sale of the Project. The Redevelopment Agreement between the City and the Company will require the Company to provide an unleveraged internal rate of return calculation to the City, if the Company sells the Project to an unrelated party on or before December 31, 2037. If the unleveraged rate of return exceeds 8.00%, then the City and the Company will equally divide the portion of sale proceeds that would cause the unleveraged rate of return to exceed 8.00%; provided, the amount distributed to the City shall not exceed the total value of the tax abatement received by the Company. Subject to appropriation by the City Council, the City will divide its share of any revenues received pursuant to the Redevelopment Agreement in the same manner as taxes. If the sale of the Project occurs on or after December 31, 2037, no payments from the sale shall be owed by the Company to the City.

B. Ancillary Project Benefits. The City expects growth in construction jobs during the construction of the Project. These jobs will only last during the Project's construction phase and will cease to exist upon completion. The Project will also provide collateral benefits for local suppliers during the construction period. The Project will also create new full-time and part-time employment opportunities. All additional workers will be contributing to the local economy. The Project will generate real and personal property taxes. None of these ancillary impacts were measured for purposes of this Plan.

V. BASIS OF PLAN

To complete this Plan, Gilmore & Bell, P.C. has generally reviewed and relied upon information furnished by, and has participated in conferences with, representatives of the City and its counsel, representatives of the Company and its counsel and other persons as the firm has deemed appropriate. Gilmore & Bell, P.C. does not assume any responsibility for the accuracy, completeness or fairness of any of the information provided by other parties and has not independently verified the accuracy, completeness or fairness of such information provided by other parties.

* * *

EXHIBIT B

BASE LEASE

[On file in the office of the City Clerk]

(The above space is reserved for Recorder's Certification.)

TITLE OF DOCUMENT:	BASE LEASE
DATE OF DOCUMENT:	As of [*Date*], 2026
GRANTOR:	FIRST CAPITOL PLACE LLC
GRANTOR'S MAILING ADDRESS:	100 Clark St. HQ-1 St. Charles, Missouri 63301 Attn: Michael Durham
GRANTEE:	CITY OF ST. CHARLES, MISSOURI
GRANTEE'S MAILING ADDRESS:	200 North Second Street St. Charles, Missouri 63301
RETURN DOCUMENTS TO:	Mark D. Grimm, Esq. Gilmore & Bell, P.C. 211 North Broadway, Suite 2000 St. Louis, Missouri 63102
LEGAL DESCRIPTION:	See **Exhibit A**

BASE LEASE

THIS BASE LEASE, dated as of [*Date*], 2026 (this "Base Lease"), between **FIRST CAPITOL PLACE LLC**, a Missouri limited liability company (the "Company"), and the **CITY OF ST. CHARLES, MISSOURI**, a constitutional home rule charter city organized and existing under the laws of the State of Missouri (the "City").

RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution, Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri (collectively, the "Act") and the City Charter to purchase, construct, extend and improve certain projects (as defined in the Act), to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, research and development, office industry, warehousing and industrial development purposes upon such terms and conditions as the City deems advisable.

2. The Company owns approximately 1.38 acres of real property generally located at 300 South Fifth Street in the City (as legally described on **Exhibit A**, together with all improvements now or hereafter located thereon, the "Project Site"). The Project Site is the subject of an industrial development plan approved pursuant to the Act by Ordinance No. 26-___ (the "Ordinance") passed by the City Council on April ___, 2026.

3. Pursuant to the Act and the Ordinance, the City is authorized to (1) issue its Taxable Industrial Revenue Bonds (First Capitol Place Redevelopment Project), Series 2026, in the maximum principal amount of $25,000,000 (the "Bonds"), for the purpose of constructing on the Project Site a multi-family, residential apartment development with approximately 108 apartments and associated resident parking (collectively, the "Project Improvements"), (2) enter into this Base Lease with the Company for the purpose of acquiring a leasehold interest in the Project Site during the construction of the Project Improvements and (3) enter into a Lease Agreement of even date herewith with the Company (the "Lease") for the purpose of leasing the Project Site and the Project Improvements (together, the "Project") back to the Company for rent sufficient to pay the principal of and interest on the Bonds.

4. The Company desires to lease the Project Site to the City, and the City desires to lease the Project Site from the Company and to acquire and hold a leasehold interest for the term of this Base Lease as more fully described in this Base Lease.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the City and the Company do hereby represent, covenant and agree as follows:

Section 1. Definitions. In addition to any words and terms defined elsewhere in this Base Lease, capitalized words and terms used in this Base Lease shall have the meanings given to such words and terms in the Lease.

Section 2. Representations by the City. The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The City is a constitutional home rule charter city duly organized and validly existing under the laws of the State of Missouri.

(b) Under the provisions of the Act, the City has lawful power and authority to enter into the transactions contemplated by this Base Lease and to carry out its obligations hereunder.

(c) By proper action of its governing body, the City has been duly authorized to execute and deliver this Base Lease, acting by and through its duly authorized officers.

Section 3. Representations by the Company. The Company makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company validly existing and in good standing under the laws of the State of Missouri.

(b) The Company has lawful power and authority to enter into this Base Lease and to carry out its obligations hereunder, and the Company has been duly authorized to execute and deliver this Base Lease, acting by and through its duly authorized officers and representatives.

(c) The Company is the Owner of the Project Site and is permitted to lease the Project Site to the City pursuant to this Base Lease.

Section 4. Lease Term. This Base Lease shall become effective upon its execution and delivery and, subject to earlier termination pursuant to the provisions of this Base Lease, shall have a term commencing as of the date of this Base Lease and terminating simultaneously with the termination of the Lease.

Section 5. Granting of Leasehold Estate. The Company hereby rents, leases and lets the Project Site to the City, and the City hereby rents, leases and hires the Project Site from the Company, subject to Permitted Encumbrances existing as of the date of the execution and delivery hereof, for the rentals and upon and subject to the terms and conditions herein contained. The City's leasehold estate shall be limited solely for the for the construction of the Project Improvements.

Section 6. Rent. In addition to the City's obligations under the Lease, the City hereby agrees to pay to the Company annual rent under this Base Lease (the "Rent") equal to One Dollar and no/100 ($1.00), which shall be due on the date of this Base Lease and on each January 1 thereafter during the term of this Base Lease. The Company hereby acknowledges that it has received the Rent due on the date of this Base Lease.

Section 7. Use and Possession of the Project Site. The City will have the rights of use and possession of the Project Site only to the extent permitted by the Lease.

Section 8. Assignability. The City will not assign, sublease, mortgage or otherwise transfer or encumber its interest in this Base Lease except as provided in the Indenture.

Section 9. Repairs and Maintenance. The Company shall, at its sole cost and expense, maintain and repair the Project, and all portions thereof and improvements thereto, to the extent required by the Lease. In no event shall the City be required to make any repairs, improvements, additions, replacements, reconstructions or other changes to the Project or perform any maintenance thereon.

Section 10. Taxes. Pursuant to **Section 6.2** of the Lease, the Company shall promptly pay all taxes or other governmental charges that if unpaid, would encumber the City's leasehold interest in the Project.

Section 11. Insurance. The Company shall maintain the insurance policies required by **Article VII** of the Lease.

Section 12. Condemnation. If at any time during the term of this Base Lease, there is a total or partial taking of the Project in condemnation proceedings or by any right of eminent domain or by sale in lieu thereof, the parties shall have the rights and obligations provided in the Lease, and this Base Lease shall terminate only to the extent and in the manner provided in the Lease.

Section 13. Surrender of the Project. Except as otherwise expressly provided in this Base Lease, the City shall surrender and deliver up the Project and all associated improvements thereto to the Company at the expiration or other termination of this Base Lease, to the limited extent that the City may have any right of possession thereof as expressly provided herein, without fraud or delay.

Section 14. Covenants Against Liens. The Company shall not create or permit to be created or to remain, and the Company shall promptly discharge, any mechanic's, laborer's or materialman's lien which might be or become a lien, encumbrance or charge upon the Project or any part thereof as a result of the Company's separate actions, except as expressly permitted pursuant to the Lease. Notwithstanding the foregoing, the Company hereby acknowledges that mechanic's, laborer's or materialman's liens may be filed against the Company's fee interest in the Project Site despite the City's leasehold interest in the Project Site. All such liens shall be discharged prior to the termination of this Base Lease.

Section 15. Notices. Any and all notices, demands, requests, submissions, approvals, consents, disapprovals, objections, offers or other communications or documents required to be given, delivered or served or which may be given, delivered or served under or by the terms and provisions of this Base Lease or pursuant to law or otherwise, shall be made in the form and manner provided in the Lease.

Section 16. Company's Right to Terminate. The Company may terminate this Base Lease at any time pursuant to **Article XI** of the Lease.

Section 17. Conflict with the Lease. In the event of any conflict between the terms hereof and the terms of the Lease, the terms of the Lease shall control.

Section 18. Limitation on Liability of City. No provision, covenant or agreement contained in this Base Lease or any obligation herein imposed upon the City, or the breach thereof, shall constitute or give rise to or impose upon the City a pecuniary liability or a charge upon the general credit or taxing powers of the City or the State of Missouri.

Section 19. Governing Law. This Base Lease shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 20. Binding Effect. This Base Lease shall be binding upon and shall inure to the benefit of the City and the Company and their respective successors and assigns.

Section 21. Severability. If for any reason any provision of this Base Lease is determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 22. Execution in Counterparts. This Base Lease may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 23. Electronic Transaction. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 24. Date of Base Lease. The dating of this Base Lease as of [*Date*], 2026, is intended as and for the convenient identification of this Base Lease only and is not intended to indicate that this Base Lease was executed and delivered on said date, this Base Lease being executed and delivered and becoming effective simultaneously with the initial issuance of the Bonds (the "Effective Date").

Section 25. Anti-Discrimination Against Israel Act. Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Company certifies it is not currently engaged in and will not, for the duration of this Base Lease, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or (c) persons or entities doing business in the State of Israel.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Base Lease as of the Effective Date.

FIRST CAPITOL PLACE LLC

By: _____
Name: Robert Mangelsdorf Jr.
Title: Authorized Signatory

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF _____)

On this _____ day of _____, 2026, before me appeared **ROBERT MANGELSDORF JR.**, to me personally known, who, being by me duly sworn, did say that he is an Authorized Signatory of **FIRST CAPITOL PLACE LLC**, a Missouri limited liability company, and that he is authorized to sign the foregoing instrument on behalf of said company, and acknowledged that he executed said instrument as said company's free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year last above written.

_____
Name: _____
Notary Public in and for said State

My Commission Expires:

PLEASE AFFIX SEAL FIRMLY AND CLEARLY IN THIS BOX

CITY OF ST. CHARLES, MISSOURI

By: _____
Daniel J. Borgmeyer, Mayor

[SEAL]

ATTEST:

By: _____
Kimberly Hudson, City Clerk

STATE OF MISSOURI)
) SS.
COUNTY OF ST. CHARLES)

On this _____ day of _____, 2026, before me appeared **DANIEL J. BORGMEYER**, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the **CITY OF ST. CHARLES, MISSOURI**, a constitutional home rule charter city, and that he is authorized to sign the foregoing instrument on behalf of said city, and acknowledged that he executed said instrument as said city's free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year last above written.

_____
Name: _____
Notary Public in and for said State

My Commission Expires:

PLEASE AFFIX SEAL FIRMLY AND CLEARLY IN THIS BOX

EXHIBIT A

LEGAL DESCRIPTION OF PROJECT SITE

PARCEL 1:

A LOT OF GROUND LOCATED IN BLOCK NO. 130 IN THE CITY OF ST. CHARLES, MISSOURI, FRONTING FIFTY (50) FEET, MORE OR LESS, ON THE SOUTHERN LINE OF 1ST CAPITOL DR. AND EXTENDING BACK WITH EVEN WIDTH A DISTANCE OF ONE HUNDRED FIFTY (150) FEET, MORE OR LESS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:
BEGINNING AT THE NORTHWEST CORNER OF THE LOT OF GROUND FIRST ABOVE DESCRIBED, SAID POINT OF BEGINNING BEING ONE HUNDRED FORTY (140) FEET WEST ALONG THE SOUTH SIDE OF FIRST CAPITOL DRIVE (FORMERLY CLAY STREET) FROM THE POINT OF INTERSECTION OF THE WESTERN LINE OF FOURTH STREET AND THE SOUTHERN LINE OF FIRST CAPITOL DRIVE; THENCE WESTWARDLY ALONG THE SOUTHERN LINE OF FIRST CAPITOL DRIVE A DISTANCE OF FIFTY (50) FEET, MORE OR LESS, THENCE SOUTHWARDLY PARALLEL WITH FOURTH STREET (AS ORIGINALLY ESTABLISHED) A DISTANCE OF ONE HUNDRED FIFTY (150) FEET, MORE OR LESS, THENCE EASTWARDLY PARALLEL TO FIRST CAPITOL DRIVE A DISTANCE OF FIFTY (50) FEET TO A POINT ON THE WESTERN LINE OF THE LOT OF GROUND FIRST ABOVE DESCRIBED; THENCE NORTHWARDLY ALONG THE WESTERN LINE OF THE LOT OF GROUND ABOVE DESCRIBED A DISTANCE OF ONE HUNDRED FIFTY (150) FEET TO THE POINT OF BEGINNING. BOUNDED ON THE NORTH BY FIRST CAPITOL DRIVE, ON THE EAST BY LOT OF GROUND FIRST ABOVE DESCRIBED, ON THE SOUTH BY LOT NOW OR FORMERLY OWNED BY E. STOLTZE'S HEIRS AND ON THE WEST BY LOT NOW OR FORMERLY OWNED BY CHARLES CAPPEL AND BEING THE SAME LOT OF GROUND CONVEYED BY JOSEPHINE MITTRUCKER TO OTTO H. WILLBRAND BY DEED DATED MAY 21, 1918, RECORDED IN THE RECORDER'S OFFICE OF ST. CHARLES COUNTY, MISSOURI, IN BOOK 132 PAGE 39.

PARCEL 2:

PART OF CITY SQUARE NO. ONE HUNDRED THIRTY (130), BEGINNING AT THE CORNER OF CLAY AND FIFTH STREETS IN SAID CITY OF ST. CHARLES; THENCE SOUTH 21° WEST WITH FIFTH STREET 150 FEET; THENCE SOUTH 69° EAST WITH A LINE PARALLEL WITH CLAY STREET 50 FEET; THENCE NORTH 21° EAST PARALLEL WITH FIFTH STREET 150 FEET TO CLAY STREET; THENCE NORTH 69° WEST WITH CLAY STREET 50 FEET TO THE PLACE OF BEGINNING; EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF SAINT CHARLES, MISSOURI BY INSTRUMENT RECORDED AUGUST 21, 2008 IN BOOK 5038 PAGE 811 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND IN BLOCK NO. 130 OF THE CITY OF ST. CHARLES, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PROPERTY CONVEYED TO FIRST NATIONAL BANK OF ST. CHARLES, AS RECORDED IN DEED BOOK 672 PAGE 214 OF THE ST. CHARLES COUNTY, MISSOURI, THENCE SOUTH 67 DEGREES 46 MINUTES 24 SECONDS EAST, 57.58 FEET; THENCE SOUTH 68 DEGREES 17 MINUTES 46 SECONDS WEST, 41.92 FEET; THENCE SOUTH 57 DEGREES 46 MINUTES 22 SECONDS WEST, 27.44 FEET; THENCE NORTH 22 DEGREES 13 MINUTES 36 SECONDS EAST, 340.00 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PART CONDEMNED FOR RIGHT-OF-WAY PURPOSES UNDER CAUSE NO. 0911-CV05752 IN THE CIRCUIT COURT FOR ST. CHARLES COUNTY, MISSOURI. A CERTIFIED COPY OF THE REPORT OF COMMISSIONERS ON SAME BEING RECORDED IN BOOK 5251 PAGE 499 OF THE ST. CHARLES COUNTY RECORDS.

PARCEL 3:

A LOT OF GROUND, PART OF BLOCK NUMBERED ONE HUNDRED THIRTY (130) OF THE CITY OF ST. CHARLES, MISSOURI, FRONTING EIGHTY SEVEN (87') FEET ON THE SOUTHERN SIDE OF CLAY STREET, AND EXTENDING SOUTHWARDLY WITH EVEN WIDTH AND PARALLEL WITH FIFTH STREET, ONE HUNDRED FORTY (140') FEET, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERN LINE OF CLAY STREET DISTANT EASTWARDLY FIFTY FIVE (55') FEET FROM THE EASTERN LINE OF FIFTH STREET; THENCE EASTWARDLY, WITH THE SOUTHERN LINE OF CLAY STREET, EIGHTY SEVEN (87') FEET; THENCE SOUTHWARDLY PARALLEL WITH FIFTH STREET, ONE HUNDRED FORTY (140') FEET; THENCE WESTWARDLY, PARALLEL WITH CLAY STREET, EIGHTY SEVEN (87') FEET; AND THENCE NORTHWARDLY PARALLEL WITH FIFTH STREET, ONE HUNDRED FORTY (140') FEET TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF SAINT CHARLES, MISSOURI BY INSTRUMENT RECORDED AUGUST 21, 2008 IN BOOK 5038 PAGE 811 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND IN BLOCK NO. 130 OF THE CITY OF ST. CHARLES, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PROPERTY CONVEYED TO FIRST NATIONAL BANK OF ST. CHARLES, AS RECORDED IN DEED BOOK 672 PAGE 214 OF THE ST. CHARLES COUNTY, MISSOURI, THENCE SOUTH 67 DEGREES 46 MINUTES 24 SECONDS EAST, 57.58 FEET; THENCE SOUTH 68 DEGREES 17 MINUTES 46 SECONDS WEST, 41.92 FEET; THENCE SOUTH 57 DEGREES 46 MINUTES 22 SECONDS WEST, 27.44 FEET; THENCE NORTH 22 DEGREES 13 MINUTES 36 SECONDS EAST, 340.00 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

A LOT OF GROUND PART OF BLOCK NUMBERED 130 OF THE CITY OF ST. CHARLES, MISSOURI FRONTING 42 FEET, MORE OR LESS, ON THE EASTERN SIDE OF FIFTH STREET AND EXTENDING EASTWARDLY WITH EVEN WIDTH AND PARALLEL WITH CLAY STREET 200 FEET, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERN LINE OF FIFTH STREET WHICH POINT IS DISTANT SOUTHWARDLY 192 FEET, MORE OR LESS, FROM THE SOUTHERN LINE OF CLAY STREET AND WHICH BEGINNING POINT IS THE NORTHWESTERN CORNER OF A LOT OF GROUND NOW OWNED BY THEINE, THENCE NORTHWARDLY WITH THE EASTERN LINE OF FIFTH STREET 42 FEET, MORE OR LESS, TO THE SOUTHWESTERN CORNER OF A LOT OF GROUND NOW OWNED BY THE MOUNT ZION BAPTIST CHURCH; THENCE EASTWARDLY PARALLEL WITH CLAY STREET 200 FEET; THENCE SOUTHWARDLY PARALLEL WITH FIFTH STREET 42 FEET, MORE OR LESS; THENCE WESTWARDLY PARALLEL WITH CLAY STREET 200 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PART CONDEMNED FOR RIGHT-OF-WAY PURPOSES UNDER CAUSE NO. 0911-CV05752 IN THE CIRCUIT COURT FOR ST. CHARLES COUNTY, MISSOURI. A CERTIFIED COPY OF THE REPORT OF COMMISSIONERS ON SAME BEING RECORDED IN BOOK 5251 PAGE 499 OF THE ST. CHARLES COUNTY RECORDS.

PARCEL 5:

A LOT OF GROUND, PART OF BLOCK NUMBERED 130 OF THE CITY OF ST. CHARLES, MISSOURI FRONTING 50 FEET, MORE OR LESS ON THE EASTERN SIDE OF FIFTH STREET AND EXTENDING EASTWARDLY WITH EVEN WIDTH AND PARALLEL WITH JACKSON STREET 125 FEET, MORE OR LESS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERN LINE OF FIFTH STREET DISTANT NORTHWARDLY 100 FEET FROM THE NORTHERN LINE OF JACKSON STREET THE NORTHWESTERN CORNER OF A LOT OF GROUND NOW OR FORMERLY OWNED BY ROSIEN; THENCE NORTHWARDLY WITH THE EASTERN LINE OF FIFTH STREET, 50 FEET, MORE OR LESS, TO THE SOUTHWESTERN CORNER OF A LOT OF GROUND NOW OR FORMERLY OWNED BY MACHENS; THENCE EASTWARDLY PARALLEL WITH JACKSON STREET, 125 FEET, MORE OR LESS, TO THE NORTHWESTERN CORNER OF A LOT OF GROUND NOW OR FORMERLY OWNED BY LANVERNMEIER; THENCE SOUTHWARDLY, PARALLEL WITH FIFTH STREET 50 FEET, MORE OR LESS, TO THE NORTHEASTERN CORNER OF A LOT OF GROUND NOW OR FORMERLY OWNED BY MENCH; AND THENCE WESTWARDLY, PARALLEL WITH JACKSON STREET 125 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PART CONDEMNED FOR RIGHT-OF-WAY PURPOSES UNDER CAUSE NO. 0911-CV05752 IN THE CIRCUIT COURT FOR ST. CHARLES COUNTY, MISSOURI. A CERTIFIED COPY OF THE REPORT OF COMMISSIONERS ON SAME BEING RECORDED IN BOOK 5251 PAGE 499 OF THE ST. CHARLES COUNTY RECORDS.

PARCEL 6:

PART OF CITY BLOCK 130 OF THE CITY OF ST. CHARLES DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF JACKSON STREET, 32 FEET 1 INCH WIDE AND THE EAST LINE OF SOUTH FIFTH STREET 60 FEET WIDE; THENCE NORTH ALONG THE EAST LINE OF SOUTH FIFTH STREET 101.35 FEET TO AN IRON PIPE; THENCE LEAVING SAID EAST LINE THEREOF, EASTWARDLY ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID JACKSON STREET 80 FEET TO AN IRON PIPE; THENCE SOUTH AND PARALLEL TO THE EAST LINE OF SOUTH FIFTH STREET 101.35 FEET TO AN IRON PIPE IN THE NORTH LINE OF JACKSON STREET; THENCE WEST ALONG SAID NORTH LINE THEREOF 80 FEET TO A POINT IN THE EAST LINE OF SAID SOUTH FIFTH STREET, THE POINT OF BEGINNING, ACCORDING TO SURVEY THEREOF EXECUTED BY ENGINEERING & SURVEYING, INC., ON NOVEMBER 5-12, 1969.

EXCEPTING THEREFROM THAT PART CONDEMNED FOR RIGHT-OF-WAY PURPOSES UNDER CAUSE NO. 0911-CV05752 IN THE CIRCUIT COURT FOR ST. CHARLES COUNTY, MISSOURI. A CERTIFIED COPY OF THE REPORT OF COMMISSIONERS ON SAME BEING RECORDED IN BOOK 5251 PAGE 499 OF THE ST. CHARLES COUNTY RECORDS.

PARCEL 7:

PART OF CITY BLOCK NO. ONE HUNDRED THIRTY (130) OF THE CITY OF ST. CHARLES, MISSOURI, FRONTING FORTY FIVE (45) FEET ON THE NORTH SIDE OF JACKSON STREET AND EXTENDING NORTHWARDLY WITH EVEN WIDTH AND PARALLEL WITH FIFTH STREET ONE HUNDRED (100) FEET; BOUNDED ON THE WEST BY LOT NOW OR FORMERLY OF POSER, ON THE NORTH BY LOT NOW OR FORMERLY OF THEIEN, ON THE EAST BY LOT NOW OWNED BY TAINTER AND ON THE SOUTH BY JACKSON STREET.

PARCEL 8:

A LOT OF GROUND, PART OF BLOCK NUMBERED ONE HUNDRED THIRTY (130) OF THE CITY OF ST. CHARLES, MISSOURI, FRONTING THIRTY SEVEN FEET SIX INCHES (37' 6") ON THE NORTHERN SIDE OF JACKSON STREET AND EXTENDING NORTHWARDLY WITH EVEN WIDTH AND PARALLEL WITH FIFTH STREET, ONE HUNDRED FIFTY (150) FEET, MORE OR LESS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A POINT IN THE NORTHERN LINE OF JACKSON STREET DISTANT EASTWARDLY ONE HUNDRED SIXTY TWO FEET SIX INCHES (162' 6") FROM THE EASTERN LINE OF FIFTH STREET AND WHICH BEGINNING POINT IS THE SOUTHWESTERN CORNER OF A LOT OF GROUND NOW OWNED BY FREDENBURG; THENCE NORTHWARDLY, PARALLEL WITH FIFTH STREET, ONE HUNDRED FIFTY (150) FEET, MORE OR LESS, TO THE SOUTHERN LINE OF A LOT OF GROUND NOW OWNED BY MACHENS; THENCE WESTWARDLY PARALLEL WITH JACKSON STREET, THIRTY SEVEN FEET SIX INCHES (37' 6") TO THE EASTERN LINE OF A LOT OF GROUND NOW OWNED BY BACON; THENCE SOUTHWARDLY PARALLEL WITH FIFTH STREET, ONE HUNDRED FIFTY (150) FEET, MORE OR LESS, TO THE NORTHERN LINE OF JACKSON STREET; THENCE EASTWARDLY ALONG THE NORTHERN LINE OF JACKSON STREET, THIRTY SEVEN FEET SIX INCHES (37' 6") TO THE PLACE OF BEGINNING.

PARCEL 9:

A LOT OF GROUND, BEING PART OF BLOCK NUMBERED 130 OF THE CITY OF ST. CHARLES, MISSOURI, FRONTING 38 FEET, MORE OR LESS, ON THE NORTHERN SIDE OF JACKSON STREET AND EXTENDING NORTHWARDLY, WITH EVEN WIDTH AND PARALLEL WITH FIFTH STREET, 150 FEET, MORE OR LESS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERN LINE OF JACKSON STREET DISTANT WESTWARDLY 162 FEET 6 INCHES (162' 6") FROM THE EASTERN LINE OF FIFTH STREET AND WHICH BEGINNING POINT IS THE SOUTHEASTERN CORNER OF A LOT OF GROUND NOW OR FORMERLY OWNED BY LANVERMEIER; THENCE NORTHWARDLY, PARALLEL WITH FIFTH STREET, 150 FEET, MORE OR LESS, TO A POINT IN THE SOUTHERN LINE OF A LOT OF GROUND NOW OR FORMERLY OWNED BY MACHENS; THENCE EASTWARDLY, PARALLEL WITH JACKSON STREET, 38 FEET, MORE OR LESS, TO A POINT IN THE WESTERN LINE OF A LOT OF GROUND NOW OR FORMERLY OWNED BY FELDMANN; THENCE SOUTHWARDLY, PARALLEL WITH FIFTH STREET, 150 FEET, MORE OR LESS, TO A POINT IN THE NORTHERN LINE OF JACKSON STREET; AND THENCE WESTWARDLY, WITH THE NORTHERN LINE OF JACKSON STREET, 38 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXHIBIT C

LEASE AGREEMENT

[On file in the office of the City Clerk]

CITY OF ST. CHARLES, MISSOURI,
As Lessor,

AND

FIRST CAPITOL PLACE LLC,
As Lessee

LEASE AGREEMENT

Dated as of [*Date*], 2026

Relating to:

$25,000,000
(Aggregate Maximum Principal Amount)
City of St. Charles, Missouri
Taxable Industrial Revenue Bonds
(First Capitol Place Redevelopment Project)
Series 2026

Certain rights of the City of St. Charles, Missouri (the "City"), in this Lease Agreement have been pledged and assigned to UMB Bank, N.A., St. Louis, Missouri, as trustee (the "Trustee") under the Trust Indenture dated as of [*Date*], 2026, between the City and the Trustee.

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LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of [*Date*], 2026 (this "Lease"), between the **CITY OF ST. CHARLES, MISSOURI**, a constitutional home rule charter city organized and existing under the laws of the State of Missouri (the "City"), as lessor, and **FIRST CAPITOL PLACE LLC**, a limited liability company organized and existing under the laws of the State of Missouri (the "Company"), as lessee;

RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution, Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri (collectively, the "Act") and the City Charter to purchase, construct, extend and improve certain projects (as defined in the Act), to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, research and development, office industry, warehousing and industrial development purposes upon such terms and conditions as the City deems advisable.

2. Pursuant to the Act, the City Council passed Ordinance No. 26-___ (the "Ordinance") on April ___, 2026, authorizing the City to (a) acquire a leasehold interest in approximately 1.38 acres of real property generally located at 300 South Fifth Street in the City (as legally described on **Exhibit A**, together with all improvements now or hereafter located thereon, the "Project Site"), and (b) issue its Taxable Industrial Revenue Bonds (First Capitol Place Redevelopment Project), Series 2026, in the maximum principal amount of $25,000,000 (the "Bonds"), for the purpose of constructing on the Project Site a multi-family, residential apartment development with approximately 108 apartments and associated resident parking (collectively, the "Project Improvements").

3. Pursuant to the Ordinance, the City is authorized to enter into (a) a Trust Indenture of even date herewith (the "Indenture") with UMB Bank, N.A., St. Louis, Missouri, as Trustee (the "Trustee"), for the purpose of issuing and securing the Bonds, as therein provided, (b) a Base Lease of even date herewith (the "Base Lease") with the Company for the purpose of acquiring a leasehold interest in the Project Site and (c) this Lease with the Company for the purpose of leasing the Project Site and the Project Improvements (together, the "Project") back to the Company for rent sufficient to pay the principal of and interest on the Bonds.

4. In connection with the issuance of the Bonds, the City has agreed to cooperate with the Company and the contractors for the Project Improvements in acquiring the benefits of sales tax exemption for purchases of materials used to construct the Project Improvements.

5. Pursuant to the foregoing, the City desires to lease the Project to the Company and the Company desires to lease the Project from the City, for the rentals and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the City and the Company do hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to any words and terms defined elsewhere in this Lease, capitalized words and terms used in this Lease shall have the meanings given to such words and terms in **Section 101** of the Indenture (which definitions are hereby incorporated by reference).

Section 1.2. Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Unless the context otherwise indicates, words importing the singular number shall include the plural and vice versa, and words importing Persons shall include firms, associations and corporations, including governmental entities, as well as natural Persons.

(c) Wherever in this Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(d) All references in this instrument to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or other subdivision.

(e) The Table of Contents and the Article and Section headings of this Lease shall not be treated as a part of this Lease or as affecting the true meaning of the provisions hereof.

(f) Whenever an item or items are listed after the word "including," such listing is not intended to be a listing that excludes items not listed.

Section 1.3. Date of Lease. The dating of this Lease as of [*Date*], 2026, is intended as and for the convenient identification of this Lease only and is not intended to indicate that this Lease was executed and delivered on said date, this Lease being executed and delivered and becoming effective simultaneously with the initial issuance of the Bonds.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the City. The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The City is a constitutional home rule charter city duly organized and validly existing under the laws of the State of Missouri. Under the provisions of the Act, the City has lawful power and authority to enter into the transactions contemplated by this Lease and to carry

out its obligations hereunder. By proper action of the City Council, the City has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers.

(b) As of the date of delivery hereof, the City has acquired a leasehold interest in the Project Site from the Company pursuant to the Base Lease, subject to Permitted Encumbrances, and agrees to acquire and construct or cause to be acquired and constructed thereon the Project Improvements. Upon the Completion Date, the Base Lease and this Lease will terminate, and the City will sell its interest in the Project to the Company, all in furtherance of the public purposes of the Act.

(c) The purchase, construction and improvement of the Project and the leasing of the Project by the City to the Company will further the public purposes of the Act.

(d) To the City's knowledge, no member of the City Council or any other officer of the City has any significant or conflicting interest, financial, employment or otherwise, in the Company or in the transactions contemplated hereby.

(e) To finance the costs of the Project, the City proposes to issue the Bonds, which will be scheduled to mature as set forth in **Article II** of the Indenture and will be subject to redemption prior to maturity in accordance with the provisions of **Article III** of the Indenture.

(f) The Bonds are to be issued under and secured by the Indenture, pursuant to which the Project and the net earnings therefrom, consisting of all rents, revenues and receipts to be derived by the City from the leasing or sale of the Project, will be pledged and assigned to the Trustee as security for payment of the principal of and interest on the Bonds and amounts owing pursuant to this Lease.

(g) The City will not knowingly take any affirmative action that would permit a lien to be placed on the Project or pledge the revenues derived therefrom for any bonds or other obligations, other than the Bonds, except with the written consent of an Authorized Company Representative; provided, however, the City's execution of this Lease, the Base Lease and the Indenture shall not be deemed to violate this **Section 2.1(g)**.

(h) The City will not operate the Project as a business or in any other manner except as the lessor thereof; provided, subsequent to an Event of Default hereunder, the City may, but is not obligated to, operate the Project in such manner as the City determines.

Section 2.2. Representations by the Company. The Company makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri.

(b) The Company has lawful power and authority to enter into this Lease and to carry out its obligations hereunder, and the Company has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers and representatives.

(c) The execution and delivery of this Lease, the consummation of the transactions contemplated hereby and the performance of or compliance with the terms and conditions of this Lease by the Company will not, to the best of the Company's knowledge, (i) conflict with or result

in a breach of any of the terms, conditions or provisions of any mortgage, deed of trust, lease or other restriction, agreement or instrument to which the Company is a party or by which it or any of its property is bound, or the Company's organizational documents, or any order, rule or regulation applicable to the Company or any of its property of any court or governmental body, or (ii) constitute a default under any of the foregoing, or (iii) result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Company under the terms of any instrument or agreement to which the Company is a party.

(d) The estimated costs of the purchase, construction and improvement of the Project are in accordance with sound engineering and accounting principles.

(e) The Project will comply in all material respects with all applicable building and zoning, health, environmental and safety orders and laws and all other applicable laws, rules and regulations.

ARTICLE III

GRANTING PROVISIONS

Section 3.1. Granting of Leasehold Estate. The City hereby exclusively rents, leases and lets the Project to the Company, and the Company hereby rents, leases and hires the Project from the City, subject to Permitted Encumbrances existing as of the date of the execution and delivery hereof, for the rentals and upon and subject to the terms and conditions herein contained.

Section 3.2. Lease Term. This Lease shall become effective upon its execution and delivery and simultaneously with the initial issuance of the Bonds. Subject to earlier termination pursuant to the provisions of this Lease, the lease of the Project shall terminate on the Completion Date.

Section 3.3. Possession and Use of the Project.

(a) The City covenants and agrees that as long as neither the City nor the Trustee has exercised any of the remedies set forth in **Section 12.2** following the occurrence and continuance of an Event of Default, as defined in **Section 12.1**, the Company shall have sole and exclusive possession of the Project (subject to Permitted Encumbrances and the City's and the Trustee's right of access pursuant to **Section 10.3**) and shall and may peaceably and quietly have, hold and enjoy the Project during the Lease Term. The City covenants and agrees that it will not take any action, other than expressly pursuant to **Article XII**, to prevent the Company from having quiet and peaceable possession and enjoyment of the Project during the Lease Term and will, at the request and expense of the Company, cooperate with the Company to defend the Company's quiet and peaceable possession and enjoyment of the Project.

(b) Subject to the provisions of this Section, the Company shall have the exclusive right to use the Project for any lawful purpose contemplated by the Act. The Company shall comply in all material respects with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Project, as to the manner of use or the condition of the Project. The Company shall also comply with the mandatory requirements, rules and regulations of all insurers under the policies carried under the provisions of **Article VII**. The Company shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Company to comply with the provisions of this Section. Notwithstanding any provision contained in this Section,

however, the Company may, at its own cost and expense, contest or review by legal or other appropriate procedures the validity or legality of any such governmental statute, law, ordinance, order, judgment, decree, regulation, direction or requirement, or any such requirement, rule or regulation of an insurer, and during such contest or review the Company may refrain from complying therewith.

ARTICLE IV

PURCHASE AND CONSTRUCTION OF THE PROJECT

Section 4.1. Issuance of the Bonds. To provide funds for the payment of Project Costs, the City agrees that, upon request of the Company, it will issue, sell and cause to be delivered the Bonds to the purchaser thereof in accordance with the provisions of the Indenture and the Bond Purchase Agreement.

Section 4.2. Purchase and Construction of the Project. The City and the Company agree that the Project will be implemented as follows:

(a) The City will acquire a leasehold interest in the Project Site at the execution hereof. Concurrently with the execution of this Lease, (i) the Base Lease will be executed by the City and the Company and placed of record, and (ii) the commitment for title insurance or ownership and encumbrance report required by **Article VII** will be delivered to the City.

(b) On behalf of the City, the Company will purchase, construct and improve the Project Improvements on the Project Site and otherwise improve the Project Site substantially in accordance with the Plans and Specifications. The Company may revise the Plans and Specifications from time to time as it deems necessary to carry out the Project, but revisions that would alter the intended purpose of the Project may be made only with the prior written approval of the City. The Company agrees that the aforesaid construction and improvement will, with such changes and additions as may be made hereunder, result in facilities suitable for the Company, and that all real and personal property described in the Plans and Specifications, with such changes and additions as may be made hereunder, is desirable and appropriate in connection with the Project. The provisions of this paragraph are in addition to and do not supersede the provisions of **Section 8.2**.

(c) The Company will comply and cause others to comply with the provisions of Section 107.170 of the Revised Statutes of Missouri to the extent applicable to the construction of the Project.

(d) The Company may enter into one or more construction contracts to complete the Project. All construction contracts entered into by or on behalf of the Company shall not allow for recourse against the City by a contractor in connection with the contractor's construction of the applicable portion of the Project.

Section 4.3. Project Costs. The City hereby agrees to pay for, but solely from the Project Fund, and hereby authorizes and directs the Trustee to pay for, but solely from the Project Fund, all Project Costs upon receipt by the Trustee of requisition certificates pursuant to **Section 4.4**. The Company may not submit any requisition certificates for Project Costs incurred after the Completion Date. The maximum amount of Project Costs for which requisition certificates may be submitted is $25,000,000.

Section 4.4. Payment for Project Costs.

(a) The City hereby authorizes and directs the Trustee to make disbursements from the Project Fund and to endorse the Bonds, if the Trustee is holding the Bonds, upon receipt by the Trustee of requisition certificates in substantially the form of **Exhibit B**, signed by an Authorized Company Representative and approved by an Authorized City Representative. The Company agrees that the information in each requisition certificate will be accurate in all respects when given and that the Company will notify the City and the Trustee in writing if the Company becomes aware of any material inaccuracies in a requisition certificate after it is given.

(b) The Trustee may rely conclusively on each such requisition certificate and shall not be required to make any independent inspection or investigation in connection therewith. The approval of any requisition certificate by an Authorized Company Representative and an Authorized City Representative shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent to the payments requested have been completed.

Section 4.5. Establishment of Completion Date. The Completion Date shall be evidenced to the City and the Trustee by a certificate signed by an Authorized Company Representative. The City's acceptance of the Certificate of Substantial Completion, as defined in the Redevelopment Agreement dated as of _____, 2026 among the City, the Company, and the First Capitol Place Redevelopment Corporation (the "Redevelopment Agreement") shall be sufficient for purposed of this Section. Such certificate shall be deemed given on December 31, 2028 if not actually filed with the City and the Trustee by December 31, 2028, subject to any delay to the extent caused by force majeure, including, without limitation, damage or destruction by fire or other casualty, strike, lockout, civil disorder, war, terrorist threats or acts, restrictive government regulations, actions or orders (including work stoppages or quarantines), lack of issuance of any permits and/or legal authorization by the governmental entity necessary for the construction and occupation of the Project, shortage or delay in shipment of material or fuel, acts of God, unusually adverse weather or wet soil conditions, or other like causes beyond the Company's reasonable control, including without limitation any litigation, court order or judgment resulting from any litigation affecting the validity of this Lease, the Indenture, the Ordinance or the Project (collectively, a "Permitted Excuse"). No Permitted Excuse shall be deemed to exist unless the Company provides written notice to the City and the Trustee, within 30 days after the Company has actual notice of the claimed event, specifying the Permitted Excuse. In no event shall a Permitted Excuse extend the Completion Date beyond the date set forth in **Section 2.4** of the Redevelopment Agreement.

Section 4.6. Surplus in Project Fund. On or promptly after the Completion Date, the Trustee shall, as provided in **Section 504** of the Indenture, transfer any remaining moneys then in the Project Fund to the Bond Fund to be applied as directed in writing by the Company solely (a) to the payment of principal and premium, if any, of the Bonds through the payment (including regularly scheduled principal payments, if any) or redemption thereof at the earliest date permissible under the terms of the Indenture, or (b) at the option of the Company, to the purchase of Bonds at such earlier date or dates as the Company may elect. Any amount so deposited in the Bond Fund may be invested as permitted by **Section 702** of the Indenture.

Section 4.7. Non-Project Improvements, Machinery and Equipment Property of the Company. Any improvements or items of machinery or equipment that do not constitute a part of the Project Improvements and the entire purchase price of which is paid for by the Company with its own funds, and no part of the purchase price of which is paid for from funds deposited pursuant to the terms of this Lease in the Project Fund, shall be the property of the Company and shall not constitute a part of the Project.

ARTICLE V

RENT PROVISIONS

Section 5.1. Basic Rent. The Company covenants and agrees to pay to the Trustee in same day funds for the account of the City during the Lease Term, on or before 11:00 a.m., Trustee's local time, on each Payment Date, as Basic Rent for the Project, an amount which, when added to any collected funds then on deposit in the Bond Fund and available for the payment of principal of the Bonds and the interest thereon on such Payment Date, shall be equal to the amount payable on such Payment Date as principal of the Bonds and the interest thereon as provided in the Indenture. Except as offset pursuant to the right of the Company set forth below, all payments of Basic Rent provided for in this Section shall be paid directly to the Trustee and shall be deposited in accordance with the provisions of the Indenture into the Bond Fund and shall be used and applied by the Trustee in the manner and for the purposes set forth in this Lease and the Indenture. In furtherance of the foregoing, and notwithstanding any other provision in this Lease, the Base Lease, the Indenture or the Bond Purchase Agreement to the contrary, and provided that the Company (or any Financing Party) is the sole holder of the Bonds, the Company, as lessee, may set-off its obligation to the City to pay Basic Rent under this Lease against the City's obligation to the Company (or such Financing Party), as bondholder, to pay principal of and interest on the Bonds under the Indenture in lieu of delivery of the Basic Rent on any Payment Date, without providing notice of such set-off to the Trustee. The Trustee may conclusively rely on the absence of any written notice from the Company to the contrary as evidence that such set-off has occurred and that pursuant to the set-off, the Company, as lessee, is deemed to have paid its obligation to the City to pay Basic Rent under this Lease and the City is deemed to have paid its obligation to the Company (or such Financing Party), as bondholder, to pay principal of and interest on the Bonds under the Indenture. On the final Payment Date, the Company will (a) if the Trustee holds the Bonds, notify the Trustee of the Bonds not previously paid that are to be canceled or (b) if any Person other than the Trustee holds the Bonds, deliver or cause to be delivered to the Trustee for cancellation Bonds not previously paid. The Company shall receive a credit against the Basic Rent payable by the Company in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest thereon.

Section 5.2. Additional Rent. The Company shall pay as Additional Rent, within 30 days after receiving an itemized invoice therefor, the following amounts:

(a) all reasonable fees, charges and expenses, including agent and counsel fees and expenses, of the City, the Trustee and the Paying Agent incurred under or arising from the Indenture, the Base Lease or this Lease, including but not limited to (i) claims by contractors or subcontractors, as and when the same becomes due, (ii) any disposition of this Lease pursuant to **Article XIII** and (iii) the review and execution of any Financing Documents;

(b) all costs incident to the issuance of the Bonds (which are to be paid on the Closing Date), including all fees, charges and expenses of the City and bond counsel, and the payment of the principal of and interest on the Bonds as the same becomes due and payable, including all costs and expenses in connection with the call, redemption and payment of all Outstanding Bonds;

(c) all reasonable fees, charges and expenses incurred in connection with the enforcement of any rights under this Lease, the Base Lease or the Indenture by the City, the Trustee or the Owners, including counsel fees and expenses;

(d) to the extent the St. Charles County Assessor determines that the Project is not subject to ad valorem taxes in any calendar year the Project Site is leased to the City pursuant to

the Base Lease, including, if applicable, the calendar year in which the Base Lease and this Lease are terminated, payments in lieu of taxes ("PILOT Payments"), in an amount equal to 100% of the actual real property taxes that would otherwise be payable on the Project, but for the City's interest therein, to be paid as provided in **Section 5.5**; and

(e) all other payments of whatever nature that the Company has agreed in writing to pay or assume under the provisions of this Lease or the Indenture.

Section 5.3. Obligations of Company Absolute and Unconditional.

(a) The obligations of the Company under this Lease to make payments of Basic Rent and Additional Rent on or before the date the same becomes due and to perform all of its other obligations, covenants and agreements hereunder shall be absolute and unconditional, without notice or demand, and without abatement, deduction, set-off (except as provided in **Section 5.1** and **Section 11.5**), counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Project has been started or completed, or whether the City's interest therein or in any part thereof is defective or nonexistent, and notwithstanding any damage to, or loss, theft or destruction of, the Project or any part thereof, any failure of consideration or frustration of commercial purpose, the taking by eminent domain of title to or the right of temporary use of all or any part of the Project, legal curtailment of the Company's use thereof, the eviction or constructive eviction of the Company, any change in the tax or other laws of the United States of America, the State of Missouri or any political subdivision thereof, any change in the City's legal organization or status, or any default of the City hereunder, and regardless of the invalidity of any action of the City; provided, however, that nothing in this Section is intended or shall be deemed to affect or impair in any way the rights of the Company to tender Bonds for redemption in satisfaction of Basic Rent as provided in **Section 5.1** and **Section 5.4**, or the right of the Company to terminate this Lease and purchase the Project as provided in **Article XI**.

(b) Nothing in this Lease shall be construed to release the City from the performance of any agreement on its part herein contained or as a waiver by the Company of any rights or claims the Company may have against the City under this Lease or otherwise, but any recovery upon such rights and claims shall be had from the City separately, it being the intent of this Lease that the Company shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the Owners and the City. The Company may, however, at its own cost and expense and in its own name or in the name of the City, prosecute or defend any action or proceeding or take any other action involving third Persons which the Company deems reasonably necessary to secure or protect its rights of possession, occupancy and use hereunder, and in such event the City hereby agrees, at the Company's expense, to cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the City in any such action or proceeding if the Company shall so request.

Section 5.4. Prepayment of Basic Rent.

(a) The Company may at any time and from time to time prepay all or any part of the Basic Rent provided for hereunder (subject to the limitations of **Section 301(a)** of the Indenture relating to the partial redemption of the Bonds). During such times as the amount held by the Trustee in the Bond Fund shall be sufficient to pay, at the time required, the principal of and interest on all the Bonds then-remaining unpaid, the Company shall not be obligated to make payments of Basic Rent under the provisions of this Lease.

(b) At its option, the Company may deliver to the Trustee for cancellation Bonds owned by the Company and not previously paid, and the Company shall receive a credit against amounts payable by the Company for the redemption of Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest thereon.

Section 5.5. PILOT Payments. The parties intend for there to be no property tax abatement on the Project by virtue of the issuance of the Bonds and the execution of the Base Lease and this Lease. If, nevertheless, the St. Charles County Assessor determines that the Project or any portion thereof is not subject to ad valorem taxes, the City will notify the Company of any PILOT Payments due hereunder. The Company covenants and agrees to make such PILOT Payments on or before December 31 of each year during the term of this Lease. Each PILOT Payment shall be payable to the Collector of Revenue of St. Charles County. The Collector of Revenue shall, after deducting its customary fee for collection thereof, divide each PILOT Payment among the affected taxing jurisdictions in proportion to their respective then-current ad valorem tax levies. The amount of any PILOT Payments due in any year, together with any other taxes due with respect to the Project, shall not collectively exceed the amount of ad valorem property taxes that would have been due with respect to the Project had the City not acquired a leasehold interest therein.

ARTICLE VI

MAINTENANCE, TAXES AND UTILITIES

Section 6.1. Maintenance and Repairs. Throughout the Lease Term the Company shall, at its own expense, keep the Project in reasonably safe operating condition and keep the Project in good repair, reasonable wear, tear, depreciation and obsolescence excepted, making from time to time all repairs thereto and renewals and replacements thereof it determines to be necessary. Without limiting the generality of the foregoing, the Company shall at all times remain in compliance with all provisions of the City's code relating to maintenance and appearance.

Section 6.2. Taxes, Assessments and Other Governmental Charges.

(a) Subject to subsection (b) of this Section, the Company shall promptly pay and discharge, as the same becomes due, all taxes and assessments, general and special, and other governmental charges of any kind whatsoever that may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Project, or any part thereof or interest therein (including the leasehold estate of the Company therein), or any buildings, improvements, machinery and equipment at any time installed on the Project Site by the Company, or the income therefrom, including any new taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all utility charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would impair the security of the Bonds or encumber the City's interest in the Project; provided that with respect to any special assessments or other governmental charges that are lawfully levied and assessed that may be paid in installments, the Company shall be obligated to pay only such installments thereof as become due and payable during the Lease Term.

(b) The Company may, in its own name or in the City's name, contest the validity or amount of any tax, assessment or other governmental charge which the Company is required to bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted at least 10 days before the tax, assessment or other governmental charge complained of becomes delinquent if and provided

the Company (i) before instituting any such contest, gives the City and the Trustee written notice of its intention to do so, (ii) diligently prosecutes such contest, (iii) at all times effectively stays or prevents any official or judicial sale of the Project, or any part thereof or interest therein, under execution or otherwise, (iv) promptly pays any final judgment enforcing the tax, assessment or other governmental charge so contested and (v) thereafter promptly procures record release or satisfaction thereof. The City agrees to cooperate fully with the Company in connection with any and all administrative or judicial proceedings related to any tax, assessment or other governmental charge. The Company shall save and hold harmless the City and the Trustee from any costs and expenses the City may incur related to any of the above.

(c) Nothing in this Lease shall be construed to require the Company to make duplicate tax payments or PILOT Payments. The Company shall receive a credit against the PILOT Payments to be made by the Company hereunder to the extent that any ad valorem taxes imposed with respect to the Project are paid pursuant to this Section.

Section 6.3. Utilities. All utilities and utility services used by the Company in, on or about the Project shall be paid by the Company and shall be contracted by the Company in the Company's own name, and the Company shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith.

Section 6.4. Sales Tax Exemption. The City will provide its Sales and Use Tax Exemption Letter and a project exemption certificate (i.e., a Missouri Department of Revenue Project Exemption Certificate, Form 5060) to the Company, which may be used by related entities and their respective contractors and subcontractors to purchase and pay for, exempt from state and local sales and use tax, certain construction materials to be incorporated into or used up in the Project. The Company agrees to make, and to cause related entities and their respective contractors and subcontractors to make, such purchases in compliance with the provisions of Section 144.062 of the Revised Statutes of Missouri. Such construction materials may only include tangible personal property and materials that can only be used for the Project and that are actually used up or consumed in constructing the Project. Except as provided in the prior sentences, the acquisition and construction of the Project shall not be exempt from any state and local sales and use taxes imposed by any governmental authority by virtue of the City's leasehold interest therein, and neither the City nor the Company will request any such exemption. Nothing herein shall limit the Company's right to any exemption of state and local sales and use taxes not resulting from the City's leasehold interest in the Project. The Company has no right to use the City's Sales and Use Tax Exemption Letter or the project exemption certificate after the Completion Date.

ARTICLE VII

INSURANCE

Section 7.1. Title Commitment or Report. Concurrently with the execution of this Lease, the Company will provide, to the City and the Trustee, a commitment for title insurance or such other report in a form reasonably acceptable to the City showing the ownership of and encumbrances on the Project Site.

Section 7.2. Casualty Insurance.

(a) Prior to commencement of construction of the Project Improvements, the Company shall at its sole cost and expense obtain and shall maintain throughout the Lease Term a policy or policies of insurance (including, if appropriate, builder's risk insurance) to keep the Project constantly insured against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance

endorsement then in use in the State of Missouri in an amount equal to the Full Insurable Value thereof (subject to reasonable loss deductible provisions). The insurance required pursuant to this Section shall be maintained from commencement of construction throughout the Lease Term with a generally recognized responsible insurance company or companies authorized to do business in the State of Missouri or generally recognized international insurers or reinsurers with an A.M. Best rating of not less than "A-" or the equivalent thereof as may be selected by the Company. The Company shall deliver certificates of insurance for such policies to the City and the Trustee prior to commencement of construction of the Project Improvements and promptly after renewal of each insurance policy. All such policies of insurance pursuant to this Section, and all renewals thereof, shall name the Company, the City and the Trustee as insureds, as their respective interests may appear, shall name the Trustee as co-loss payee and, to the extent such agreement is available from the insurer, shall contain an agreement by the insurer that, notwithstanding any right of cancellation reserved to such insurer, such policy or contract shall continue in force for at least 30 days after written notice of cancellation is given to the City, the Company, the Trustee and each other insured or loss payee named therein. The Trustee's sole duty with respect to the Company's compliance with the insurance requirements hereunder shall be to receive certificates of insurance pursuant to this Section and to hold the same solely as repository for the benefit of the Owners. The Trustee makes no representation as to, and shall have no responsibility for the sufficiency or adequacy of, the insurance.

(b) In the event of loss of or damage to the Project, the Net Proceeds of casualty insurance carried pursuant to this Section shall be, subject to the rights of each Financing Party under the Financing Documents (if any), and unless otherwise provided by law, (i) paid over to the Trustee and applied as provided in **Article IX**, or (ii) applied as directed in writing by, or on behalf of, the Owners of 100% in principal amount of the Bonds Outstanding.

Section 7.3. Liability Insurance.

(a) The Company shall at its sole cost and expense maintain or cause to be maintained at all times during the Lease Term commercial general liability insurance (including but not limited to coverage for operations, contingent liability, operations of subcontractors, completed operations and contractual liability), under which the City, the Company and the Trustee shall be named as additional insureds, properly protecting and indemnifying the City and the Trustee, in an amount not less than the limits of liability set by Section 537.610 of the Revised Statutes of Missouri (subject to reasonable loss deductible clauses not to exceed the amounts normally or generally carried by the Company). All such policies of insurance pursuant to this Section, and all renewals thereof, shall, to the extent such agreement is available from the insurer, contain an agreement by the insurer that, notwithstanding any right of cancellation reserved to such insurer, such policy or contract shall continue in force for at least 30 days after written notice of cancellation is given to the Company, the City, the Trustee and each other insured named therein. The Company shall deliver certificates of insurance for such policies to the City and the Trustee on the date of execution of this Lease and promptly after renewal of each insurance policy. The Trustee's sole duty with respect to the Company's compliance with the insurance requirements hereunder shall be to receive certificates of insurance pursuant to this Section and to hold the same solely as repository for the benefit of the Owners. The Trustee makes no representation as to, and shall have no responsibility for the sufficiency or adequacy of, the insurance.

(b) In the event of a general liability occurrence, the Net Proceeds of liability insurance carried pursuant to this Section shall be applied toward the extinguishment or satisfaction of the liability with respect to which such proceeds have been paid.

Section 7.4. Blanket Insurance Policies. The Company may satisfy any of the insurance requirements set forth in this Article by using blanket policies of insurance, provided each and all of the requirements and specifications of this Article respecting insurance are complied with.

Section 7.5. Worker's Compensation. The Company agrees throughout the Lease Term to maintain or cause to be maintained the worker's compensation coverage required by the laws of the State of Missouri.

Section 7.6. Sovereign Immunity. Notwithstanding anything to the contrary contained herein, nothing in this Lease shall be construed to broaden the liability of the City beyond the provisions of Sections 537.600 to 537.610 of the Revised Statutes of Missouri or abolish or waive any defense at law that might otherwise be available to the City or its officers, agents and employees.

ARTICLE VIII

ALTERATION OF THE PROJECT

Section 8.1. Additions, Modifications and Improvements to the Project. The Company may make such additions, modifications and improvements in and to any part of the Project as the Company from time to time may deem necessary or desirable for its business purposes. All additions, modifications and improvements made by the Company pursuant to this Section shall (a) be made in a good and workmanlike manner and shall comply in all respects with all laws, orders and ordinances applicable thereto and (b) when commenced, be prosecuted to completion with due diligence. Any such additions, modifications and improvements shall be subject to ad valorem taxes, or if for any reason the St. Charles County Assessor determines that such additions, modifications and improvements are not subject to ad valorem taxes, the Company shall, in accordance with **Section 5.5**, make PILOT Payments in an amount equal to the taxes that would otherwise be due, but for the City's interest therein, unless otherwise agreed to by the City.

Section 8.2. Additional Improvements on the Project Site. The Company may, at its sole cost and expense, construct on the Project Site such additional buildings and improvements as the Company from time to time may deem necessary or desirable for its business purposes. All additional buildings and improvements constructed on the Project Site by the Company, and not paid for with Bond proceeds, pursuant to the authority of this Section shall not be included as Project Improvements and, during the life of this Lease, shall remain the property of the Company and may be added to, altered or razed and removed by the Company at any time. All additional buildings and improvements shall be made in a good and workmanlike manner and shall comply in all respects with all laws, orders and ordinances applicable thereto and when commenced shall be prosecuted to completion with due diligence. The Company covenants and agrees (a) to make any repairs and restorations required to be made to the Project because of the construction of, addition to, alteration or removal of said additional buildings or improvements, and (b) to promptly and with due diligence either raze and remove or repair, replace or restore any of said additional buildings and improvements as may from time to time be damaged by fire or other casualty. The Company shall pay all ad valorem taxes and assessments payable with respect to such additional buildings and improvements which remain the property of the Company. If for any reason the St. Charles County Assessor determines that such additional buildings and improvements are not subject to ad valorem taxes, the Company shall, in accordance with **Section 5.5**, make PILOT Payments in an amount equal to the taxes that would otherwise be due on such additional buildings and improvements, unless otherwise agreed to by the City.

Section 8.3. Permits and Authorizations. The Company shall not do or permit others under its control to do any work on the Project or any repair, rebuilding, restoration, replacement, modification or addition to the Project, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have been first procured. The City agrees to act promptly on all requests for such municipal permits and authorizations. All such work shall be done in a good and workmanlike manner and shall comply in all respects with all applicable building and zoning laws and governmental regulations and requirements, and in accordance with the requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of **Article VII**.

Section 8.4. Liens on the Project.

(a) The Company will not directly or indirectly create, incur, assume or suffer to exist any lien on or with respect to the Project, or any part thereof, except Permitted Encumbrances, and the Company shall promptly notify the City of the imposition of any such lien of which the Company is aware and shall promptly, at its own expense, take such action as may be necessary to fully discharge or release any such lien. Whenever and as often as any lien is filed against the Project, or any part thereof, purporting to be for or on account of any labor done or services or materials furnished in connection with any work in or about the Project, the Company shall discharge the same of record. Notice is hereby given that the City shall not be liable for any labor, services or materials furnished to the Company or anyone claiming by, through or under the Company upon credit. No lien for any such labor, services or materials shall attach to or affect the reversionary or other estate of the City in and to the Project or any part thereof, except to the extent consented to by the City in accordance with Section 513.455.2 of the Revised Statutes of Missouri.

(b) Notwithstanding paragraph (a) above, and subject to the terms of any Financing Documents executed by the Company in favor and for the benefit of any Financing Party, the Company may contest any such lien if the Company (i) within 60 days after the Company becomes aware of any such lien notifies the City and the Trustee in writing of its intention to do so, (ii) diligently prosecutes such contest, (iii) at all times effectively stays or prevents any official or judicial sale of the Project, or any part thereof or interest therein, under execution or otherwise, (iv) promptly pays or otherwise satisfies any final judgment adjudging or enforcing the contested lien claim and (v) thereafter promptly procures record release or satisfaction thereof. The Company may permit the lien so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Company is notified by the City that, in the opinion of counsel, by nonpayment of any such items, the interest of the City in the Project will be subject to loss or forfeiture. In that event, the Company shall promptly, at its own expense, take such action as may be reasonably necessary to duly discharge or remove any such lien, charge, encumbrance or claim if the same shall arise at any time. The Company shall defend and save and hold harmless the City from any loss, cost or expense the City may incur related to any such contest. The Company shall reimburse the City for any expense incurred by it in connection with the imposition of any such lien or the discharge or removal of any such lien, charge, encumbrance or claim. The City shall cooperate fully with the Company in any such contest.

(c) In accordance with Section 513.455 of the Revised Statutes of Missouri, the City hereby consents to the subjection of the Project and the Project Site to the attachment of mechanics' liens filed under Chapter 429 of the Revised Statutes of Missouri.

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 9.1. Damage or Destruction.

(a) If the Project is damaged or destroyed by fire or other casualty, whether or not covered by insurance, the Company, as promptly as practicable, shall either (i) make the determination described in subsection (f) below, or (ii) repair, restore, replace or rebuild the same so that upon completion of such repairs, restoration, replacement or rebuilding the Project is of a value not less than the value thereof immediately before the occurrence of such damage or destruction or, at the Company's option, construct upon the Project Site new buildings and improvements, together with all new machinery, equipment and fixtures that are either to be attached to or are to be used in connection with the operation or maintenance thereof, provided that (A) the value thereof shall not be less than the value of such destroyed or damaged Project immediately before the occurrence of such damage or destruction and (B) the nature of such new buildings, improvements, machinery, equipment and fixtures will not impair the character of the Project as an enterprise permitted by the Act.

If the Company elects to construct any such new buildings and improvements, then for all purposes of this Lease, any reference to the words "Project Improvements" shall be deemed to also include any such new buildings and improvements and all additions thereto and all replacements and alterations thereof.

Unless the Company makes the determination described in subsection (f) below, the Net Proceeds of casualty insurance required by **Article VII** received with respect to such damage to or loss of the Project shall be used, unless otherwise provided by law, to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof. Insurance monies in an amount less than $5,000,000 may be paid to or retained by the Company to be held in trust and used as provided herein. Insurance monies in an amount of $5,000,000 or more shall be (i) paid to the Trustee, deposited in the Project Fund and disbursed as provided in **Section 4.4** to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof, or (ii) applied as directed in writing by, or on behalf of, the Owners of 100% in principal amount of the Bonds Outstanding. If the Company makes the determination described in subsection (f) below, the Net Proceeds shall be deposited with the Trustee and used to redeem Bonds as provided in subsection (f).

(b) If any of the insurance monies paid by the insurance company as hereinabove provided remain after the completion of such repairs, restoration, replacement or rebuilding, and this Lease has not been terminated, the excess shall be deposited in the Bond Fund, subject to the rights of the leasehold mortgagee (if any) and the Financing Parties (if any), except as otherwise provided by law. If the Net Proceeds are insufficient to pay the entire cost of such repairs, restoration, replacement or rebuilding, the Company shall pay the deficiency.

(c) Except as otherwise provided in this Lease, in the event of any such damage by fire or other casualty, the provisions of this Lease shall be unaffected and the Company shall remain and continue to be liable for the payment of all Basic Rent and Additional Rent and all other charges required hereunder to be paid by the Company, as though no damage by fire or other casualty has occurred.

(d) The City and the Company agree that they will cooperate with each other, to such extent as such other party may reasonably require, in connection with the prosecution or defense of any action or proceeding arising out of, or for the collection of any insurance monies that may be due in the event of, any

loss or damage, and that they will execute and deliver to such other party such instruments as may be required to facilitate the recovery of any insurance monies.

(e) The Company agrees to give prompt written notice to the City, the Trustee and each Financing Party of all fires and other casualties occurring in, on, at or about the Project Site causing (in the Company's opinion) damage of more than $5,000,000.

(f) If the Company determines that repairing, restoring, replacing or rebuilding the Project or any part thereof is not practicable or desirable, or if the Company does not have the right under any Financing Document to use any Net Proceeds for repair or restoration of the Project or any part thereof, any Net Proceeds of casualty insurance required by **Article VII** received with respect to such damage or loss shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same becomes due. The Company agrees to be reasonable in exercising its judgment pursuant to this subsection (f). Alternatively, if the Company is the sole Owner of the Bonds and it has determined that repairing, restoring, replacing or rebuilding the Project or any part thereof is not practicable or desirable, it may tender Bonds to the Trustee for cancellation in a principal amount equal to the Net Proceeds of the casualty insurance and retain such proceeds for its own account.

(g) The Company shall not, by reason of its inability to use all or any part of the Project during any period in which the Project is damaged or destroyed or is being repaired, restored, replaced or rebuilt, nor by reason of the payment of the costs of such repairing, restoring, replacing or rebuilding, be entitled to any reimbursement from the City, the Trustee or the Owners or to any abatement or diminution of the rentals payable by the Company under this Lease or of any other obligations of the Company under this Lease except as expressly provided in this Section.

(h) The rights of the City and the Trustee in and to any Net Proceeds are and will at all times be subject to the rights of each Financing Party under the Financing Documents (if any) with respect to such Net Proceeds.

Section 9.2. Condemnation.

(a) If during the Lease Term, title to, or the temporary use of, all or any part of the Project is condemned by or sold under threat of condemnation to any authority possessing the power of eminent domain, to such extent that the claim or loss resulting from such condemnation is greater than $5,000,000, the Company shall, within 90 days after the date of entry of a final order in any eminent domain proceedings granting condemnation or the date of sale under threat of condemnation, notify the City, the Trustee and each Financing Party under the Financing Documents (if any) in writing as to the nature and extent of such condemnation or loss of title and whether it is practicable and desirable to acquire and construct substitute improvements.

(b) If the Company determines that such substitution is practicable and desirable, the Company shall proceed promptly with and complete with reasonable dispatch the acquisition and construction of such substitute improvements, so as to place the Project in substantially the same condition as existed before the exercise of the power of eminent domain, including the acquisition and construction of other improvements suitable for the Company's operations at the Project (which improvements will be deemed a part of the Project and available for use and occupancy by the Company without the payment of any rent other than herein provided, to the same extent as if such other improvements were specifically described herein and demised hereby); provided, that such improvements will be acquired by the City subject to no liens, security interests or encumbrances before the lien and/or security interest afforded by the Indenture and this Lease

other than Permitted Encumbrances. In such case, any Net Proceeds received from any award or awards with respect to the Project or any part thereof made in such condemnation or eminent domain proceedings, or of the sale proceeds, shall be applied in the same manner as provided in **Section 9.1** (with respect to the receipt of casualty insurance proceeds).

(c) If the Company determines that it is not practicable or desirable to acquire and construct substitute improvements, or if the Company does not have the right under any Financing Document to use any Net Proceeds of condemnation awards received by the Company, then any Net Proceeds of condemnation awards received by the Company shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same becomes due and payable, all subject to the rights of each Financing Party under the Financing Documents (if any). Alternatively, if the Company is the sole Owner of the Bonds and it has determined that acquiring and constructing substitute improvements is not practicable or desirable, it may tender Bonds to the Trustee for cancellation in a principal amount equal to the Net Proceeds of any condemnation award and retain such proceeds for its own account.

(d) The Company shall not, by reason of its inability to use all or any part of the Project during any such period of acquisition and restoration nor by reason of the payment of the costs of such acquisition and restoration, be entitled to any reimbursement from the City, the Trustee or the Owners or to any abatement or diminution of the rentals payable by the Company under this Lease or of any other obligations of the Company under this Lease except as expressly provided in this Section.

(e) The City shall cooperate fully with the Company in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof, and shall, to the extent it may lawfully do so, permit the Company to litigate in any such proceedings in the name and on behalf of the City. In no event will the City voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the prior written consent of the Company and each Financing Party (if any).

Section 9.3. Bondowner Approval. Notwithstanding anything to the contrary contained in this **Article IX**, the proceeds of any insurance received subsequent to a casualty or of any condemnation proceedings (or threats thereof) may before the application thereof by the City or the Trustee be applied as directed in writing by the Owners of 100% of the principal amount of Bonds Outstanding, subject and subordinate to (a) the rights of the City and the Trustee to be paid all their expenses (including attorneys' fees, trustee's fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds and (b) the rights of the City to any amounts then due and payable under **Section 5.2(d)**.

ARTICLE X

SPECIAL COVENANTS

Section 10.1. No Warranty of Condition or Suitability by the City; Exculpation and Indemnification. The City makes no warranty, either express or implied, as to the condition of the Project or that it will be suitable for the Company's purposes or needs. The Company releases the City and the Trustee from, agrees that the City and the Trustee shall not be liable for and agrees to hold the City and the Trustee harmless against, any loss of or damage to property or any injury to or death of any Person that may be occasioned by any cause whatsoever pertaining to the Project or the Company's use thereof, unless such

loss is the result of the City's or the Trustee's (or their respective employees, consultants or agents') respective negligence or willful misconduct. This provision shall survive termination of this Lease.

Section 10.2. Surrender of Possession. Upon accrual of the City's right of re-entry to the extent provided in **Section 12.2(b)**, the Company shall peacefully surrender possession of the Project to the City in good condition and repair; provided, however, the Company may within 90 days (or such later date as the City may agree to) after the termination of this Lease remove from the Project Site any buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and not constituting a part of the Project. All repairs to and restorations of the Project required to be made because of such removal shall be made by and at the sole cost and expense of the Company, and during said 90-day (or extended) period the Company shall bear the sole responsibility for and bear the sole risk of loss of said buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and not constituting a part of the Project. All buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company that are not so removed from the Project Site before the expiration of said period shall be the separate and absolute property of the City. Notwithstanding the foregoing, if the Company has paid all obligations due and owing under the Indenture (or such obligations have been canceled by the Owners) and this Lease, the City shall convey the Project in accordance with **Section 11.2**.

Section 10.3. Right of Access to the Project. The City may conduct such periodic inspections of the Project as may be generally provided in the City's municipal code. In addition, the Company agrees that the City and the Trustee and their duly authorized agents may, at reasonable times during normal business hours and, except in the event of emergencies, upon not less than two Business Days' prior notice, subject to the Company's usual business, proprietary, safety, confidentiality and security requirements, enter upon the Project Site (a) to examine and inspect the Project without interference or prejudice to the Company's operations, (b) to monitor the acquisition, construction and installation of the Project pursuant to **Section 4.2** as may be reasonably necessary, (c) to examine all files, records, books and other materials in the Company's possession pertaining to the acquisition, installation or maintenance of the Project or (d) upon either (i) the occurrence and continuance of an Event of Default or (ii) the Company's failure to purchase the Project at the end of the Lease Term, to exhibit the Project to prospective purchasers, lessees or trustees.

Section 10.4. Granting of Easements; Leasehold Mortgages and Financing Arrangements.

(a) Subject to **Sections 10.4(c)** and **(d)**, if no Event of Default under this Lease has happened and is continuing, the City agrees that, at the written request of the Company, it will execute and deliver and will cause and direct the Trustee, in writing, to execute and deliver any instrument necessary or appropriate to approve, confirm and grant or release or terminate any sublease, easement, license, right-of-way or other right or privilege or any similar agreement or other arrangement that constitutes a Permitted Encumbrance, conditioned upon receipt by the City and the Trustee of: (i) a copy of the instrument of grant, release or termination or of the agreement or other arrangement, (ii) a written application signed by an Authorized Company Representative requesting such instrument, and (iii) a certificate executed by an Authorized Company Representative stating that (A) such grant or release is not detrimental to the proper conduct of the business of the Company, will not impair the effective use or interfere with the efficient and economical operation of the Project, will not materially adversely affect the security intended to be given by or under the Indenture and will be a Permitted Encumbrance and (B) the Company will defend, indemnify and save and hold harmless the City and the Trustee from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, arising from the execution and delivery of such instrument, agreement or other arrangement pursuant to this Section. If no Event of Default has happened and is continuing beyond any applicable grace period, any payments or other

consideration received by the Company for any such grant or with respect to or under any similar agreement or other arrangement shall be and remain the property of the Company; but, subject to **Sections 10.4(c)** and **(d)**, upon (1) termination of this Lease for any reason other than the redemption of the Bonds and/or the purchase of the Project by the Company or (2) the occurrence and continuance of an Event of Default by the Company, all rights then existing of the Company with respect to or under such grant, agreement or other arrangement shall inure to the benefit of and be exercisable by the City and the Trustee.

(b) The Company may mortgage or grant a deed of trust against the leasehold estate created by this Lease, with prior notice to but without the consent of the City, provided and upon condition that a duplicate original or certified copy or photostatic copy of each such mortgage, and the loan agreement, note or other obligation secured thereby, is delivered to the City within 30 days after the execution thereof. The sale of the Company's leasehold estate at a foreclosure sale or trustee's sale under any Financing Document or any assignment in lieu thereof shall not require the consent of the City, if (i) written notice of the proposed sale or assignment is provided to the City at least 15 days prior thereto, and (ii) before such sale or assignment, all payments then owing to the City under this Lease are paid and the Bonds are paid or redeemed in full.

(c) The City acknowledges and agrees that the Company may finance and refinance its rights and interests in the Project, this Lease and the leasehold estate created hereby and, in connection therewith, the Company may execute Financing Documents with one or more Financing Parties. Notwithstanding anything contained to the contrary in this Lease, the Company may, at any time and from time to time, with prior notice to but without the consent of the City, (i) execute one or more Financing Documents upon the terms contained in this **Section 10.4** and (ii) sublease or assign this Lease, the leasehold estate, any sublease and rights in connection therewith, and/or grant liens or security interests therein, to any Financing Party. Any further sublease or assignment by any Financing Party shall be subject to the provisions of **Section 13.1(c)**.

(d) Upon notice by the Company to the City in writing that the Company has executed one or more Financing Documents under which it has granted rights in this Lease to a Financing Party, which includes the name and address of such Financing Party, then the following provisions shall apply with respect to each such Financing Party and any Financing Party existing as of the date of the execution and delivery hereof:

(i) there shall be no merger of this Lease or of the leasehold estate created hereby with fee title to the Project, notwithstanding that this Lease or said leasehold estate and said fee title shall be owned by the same Person or Persons, without the prior written consent of each such Financing Party;

(ii) the City shall serve upon each such Financing Party (at the address, if any, provided to the City) a copy of each notice of the occurrence of an Event of Default and each notice of termination given to the Company under this Lease, at the same time as such notice is served upon the Company. No such notice to the Company shall be effective unless a copy thereof is thus served upon each such Financing Party;

(iii) each such Financing Party shall have the same period of time that the Company has, after the service of any required notice upon it, within which to remedy or cause to be remedied any payment default under this Lease which is the basis of the notice plus 30 days, and the City shall accept performance by any such Financing Party as timely performance by the Company;

(iv) the City may exercise any of its rights or remedies with respect to any other Event of Default by the Company, subject to the rights of each such Financing Party under this **Section 10.4(d)** as to such other Event of Default. Without limiting the generality of the foregoing, any such Financing Party may cause the sale of the leasehold interest of the Company to be sold at a foreclosure sale conducted in accordance with applicable law and the terms of its Financing Documents, accept assignment of this Lease in lieu of foreclosure and appoint a receiver for the Project, all without obtaining the prior written consent of the City but subject to the provisions of **Section 10.4(b)**;

(v) upon the occurrence and continuance of an Event of Default by the Company under this Lease, other than a default in the payment of money, the City shall take no action to effect a termination of this Lease by service of a notice or otherwise, without first giving notice thereof to each such Financing Party and permitting each such Financing Party (or its designee, nominee, assignee or transferee) a reasonable time within which to remedy such default in the case of an Event of Default which is susceptible of being cured; provided that the period to remedy such Event of Default shall continue beyond any period set forth in this Lease to effect said cure so long as any such Financing Party (or its designee, nominee, assignee or transferee) is diligently prosecuting such cure; and further provided that any such Financing Party (or its designee, nominee, assignee or transferee) shall pay or cause to be paid to the City and the Trustee all expenses, including, without limitation, reasonable counsel fees, court costs and disbursements, incurred by the City or the Trustee in connection with any such default;

(vi) each such Financing Party (and its designees, nominees, assignees and transferees) may enter, possess and use the Project at such reasonable times and manner as are necessary or desirable to effectuate the remedies and enforce its rights under its respective Financing Documents;

(vii) except for terminations of this Lease expressly authorized herein, this Lease may not be modified, amended, canceled or surrendered by agreement between the City and the Company, without prior notice to and the written consent of each such Financing Party; and

(viii) each such Financing Party may, on behalf of the Company and without the consent of the Company, exercise the right to purchase the Project pursuant to **Section 11.1**, upon compliance with the provisions of that Section. The Company agrees that the City and the Trustee will have no liability for taking direction from any such Financing Party in connection with a conveyance of the Project back to the Company pursuant to **Article XI**.

(e) In connection with the execution of one or more Financing Documents, and upon the request of the Company, the City agrees to execute such documents as shall be reasonably requested by a Financing Party and which are usual and customary in connection with the closing of the financing or refinancing pursuant to the Financing Documents, including, without limitation, subordination of the City's interest in the Project to any fee deed of trust. The Company agrees to reimburse the City for any and all costs and expenses incurred by the City pursuant to this Section, including reasonable attorneys' fees and expenses, in complying with such request.

(f) The Company's obligations under any mortgage or Financing Document relating to the Project entered into after the date of execution of this Lease shall be subordinate to the Company's obligations under this Lease.

(g) All deeds of trust and other security agreements secured by the Project shall recognize that PILOT Payments due and owing hereunder, if any, are to be given the same priority as real property taxes in the event of a foreclosure. To evidence such preference, all such deeds of trust or other security agreements must contain the following language (or similar language approved by the City Attorney):

> Subordination of [Mortgage] to PILOT Payments. Lender agrees that for so long as the [Property] is subject to the Lease Agreement dated as of [*Date*], 2026 between the City of St. Charles, Missouri (the "City"), and First Capitol Place LLC, the lien of the [Mortgage] shall be subject and inferior to the lien of the City thereto to the extent of any unpaid PILOT Payments (as defined in the aforementioned Lease Agreement), if any. Lender agrees that any proceeds received by Lender as a result of a foreclosure or deed in lieu of foreclosure related to the [Property] shall first be applied to pay any due and owing PILOT Payments.

Before executing any deed of trust or other security agreement secured by the Project, the Company shall provide the City with a draft of such deed of trust or other security agreement for the sole purpose of ensuring that the language required by this **Section 10.4(g)** is included therein. Any deed of trust or other security agreement secured by the Project that does not contain the required language shall be invalid and unenforceable.

(h) Notwithstanding the foregoing, the City may agree to other provisions and documents requested by the Company or any Financing Party not contemplated by this **Section 10.4**, subject to approval by ordinance of the City Council.

Section 10.5. Indemnification of City and Trustee. The Company shall defend, indemnify and save and hold harmless the City and the Trustee and their governing body members, officers, agents and employees from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees and expenses, by or on behalf of any Person arising from the issuance of the Bonds and the execution of this Lease (or any instrument requested by the Company pursuant to **Section 10.4**), the Indenture or any other document entered into in connection with the Bonds and from the conduct or management of, or from any work or thing done in or on the Project during the Lease Term, and against and from all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, arising during the Lease Term from (a) any condition of the Project, (b) any breach or default on the part of the Company in the performance of any of its obligations under the Base Lease, this Lease or any related document, (c) any contract entered into in connection with the acquisition, purchase, construction, extension, installation or improvement of the Project, (d) any act of negligence of the Company or of any of its agents, contractors, servants, employees or licensees, (e) unless the Company has been released from liability pursuant to **Section 13.1(c)**, any act of negligence of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company, (f) obtaining any applicable state and local sales and use tax exemptions for materials or goods that become part of the Project, and (g) any violation of Section 107.170 of the Revised Statutes of Missouri; provided, however, the indemnification contained in **Sections 10.5(a)-(e)** shall not extend (i) to the City to the extent that such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are (A) the result of work being performed at the Project by employees of the City, or (B) the result of the negligence or willful misconduct of the City or its employees, agents or representatives, or (ii) to the Trustee to the extent that such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of the negligence or willful misconduct of the Trustee. Upon written notice from the City or the Trustee of any such claim or demand, the Company shall defend them or either of them in any such action or proceeding; provided that failure to give such notice shall not affect the rights of the City or the Trustee to receive such indemnity; and provided further, that the City shall cooperate with the Company and provide reasonable assistance in such defense. All costs related to the defense of the City or the Trustee shall be

paid by the Company. This **Section 10.5** shall survive any termination of this Lease or the satisfaction and discharge of the Indenture.

Section 10.6. Depreciation and Other Tax Benefits. The City and the Company hereby acknowledge and agree that:

(a) this Lease is intended to be and shall be treated as a "financing lease" for federal income tax purposes;

(b) the Company shall be treated, solely for federal income tax purposes, as the owner of the Project and, as such, shall be entitled to claim all depreciation, amortization deductions and other tax benefits attributable to the ownership of the Project;

(c) each party shall report and file all federal income tax returns consistent with the intended tax treatment; and

(d) the City will fully cooperate with the Company in any effort by the Company to avail itself of any such depreciation, amortization deductions and other tax benefits.

Section 10.7. Company to Maintain its Existence. The Company agrees that until the Bonds are paid or payment is provided for in accordance with the terms of the Indenture, it will maintain its existence and will not dissolve or otherwise dispose of all or substantially all of its assets; provided, however, that the Company may, without violating the agreement contained in this Section, consolidate with or merge into another Person or permit one or more other Persons to consolidate with or merge into it, or may sell or otherwise transfer to another Person all or substantially all of its assets as an entirety and thereafter dissolve, provided, the surviving, resulting or transferee Person expressly assumes in writing all of the obligations of the Company contained in this Lease and either (a) has a long-term debt rating or is controlled by or under common control with an entity with a long-term debt rating in any of the top three long-term debt rating categories established by a nationally-recognized rating service, (b) is controlled by, under common control with or controls the Company or (c) is otherwise approved by the City Council.

Section 10.8. Security Interests. The City shall file all initial financing statements as may be required under the Uniform Commercial Code. The City and the Company hereby authorize the Trustee to file all appropriate continuation statements as may be required under the Uniform Commercial Code to fully preserve and protect the security of the Owners and the rights of the Trustee under the Indenture. Upon the written instructions of the Owners of 100% of the Bonds then-Outstanding, the Trustee shall, in accordance with the Indenture, file all continuation instruments the Owners deem necessary to be filed for so long as the Bonds are Outstanding. The City and the Company shall cooperate with the Trustee in this regard by providing such information as the Trustee may require to renew such continuation statements.

Section 10.9. Environmental Matters, Warranties, Covenants and Indemnities Regarding Environmental Matters.

(a) As used in this Section, the following terms have the following meanings:

"Environmental Law" means any now-existing or hereafter enacted or promulgated federal, state, local or other law, statute, ordinance, order, rule, regulation or court order pertaining to (i) environmental protection, regulation, contamination or clean-up, (ii) toxic waste, (iii) underground storage tanks, (iv) asbestos or asbestos-containing materials, or (v) the handling, treatment, storage, use or disposal of Hazardous Substances, including without limitation the Comprehensive Environmental Response,

Compensation and Liability Act and the Resource Conservation and Recovery Act, all as amended from time to time.

"Hazardous Substances" means all (i) "hazardous substances" (as defined in 42 U.S.C. §9601(14)), (ii) "chemicals" subject to regulation under Title III of the Superfund Amendments and Reauthorization Act of 1986, as amended from time to time, (iii) natural gas liquids, liquefied natural gas or synthetic gas, (iv) any petroleum, petroleum-based products or crude oil, or (v) any other hazardous or toxic substances, wastes or materials, pollutants, contaminants or any other substances or materials which are included under or regulated by any Environmental Law.

(b) The Company warrants and represents to the City and the Trustee that to the knowledge of the Company there are no conditions on the Project Site which materially violate any applicable Environmental Laws and no claims or demands have been asserted or made in writing by any third parties arising out of, relating to or in connection with any Hazardous Substances on, or allegedly on, the Project Site for any injuries suffered or incurred, or allegedly suffered or incurred, by reason of the foregoing.

(c) The Company will provide the City and the Trustee with copies of any notifications of releases of Hazardous Substances or of any environmental hazards or potential hazards in material violation of Environmental Laws which are given by or on behalf of the Company to any federal, state, local or other agencies or authorities or which are received by the Company from any federal, state, local or other agencies or authorities with respect to the Project. Such copies shall be sent to the City and the Trustee concurrently with their being mailed or delivered to the governmental agencies or authorities or within 10 days after they are made or received by the Company. The Trustee shall hold such copies as repository only and shall not be required to review or be deemed to have knowledge of the contents of such copies. The Company will provide to the City for review only, any environmental assessments ("Assessments") and reports regarding the correction or remediation of material environmental issues required by Environmental Laws to be addressed in the Assessments ("Reports") concerning the Project; upon the completion of the City's review of the Assessments and Reports, the City shall immediately return to the Company all originals and copies of the Assessments and Reports.

(d) The Company warrants and represents that the Company has provided the City and the Trustee with copies of all emergency and hazardous chemical inventory forms (hereinafter "Environmental Notices") showing Hazardous Substances on the Project Site given within two years preceding the date hereof, as of the date hereof, by the Company to any federal, state or local governmental authority or agency as required pursuant to the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C.A. §11001 *et seq.*, or any other applicable Environmental Laws. During the term of this Lease, the Company will provide the City and the Trustee with copies of all Environmental Notices concerning Hazardous Substances on the Project Site subsequently sent to any such governmental authority or agency as required pursuant to the Emergency Planning and Community Right-to-Know Act of 1986 or any other applicable Environmental Laws. Such copies of subsequent Environmental Notices shall be sent to the City and the Trustee concurrently with their being mailed to any such governmental authority or agency. The Trustee shall hold such copies as repository only and shall not be required to review or be deemed to have knowledge of the contents of such copies.

(e) The Company will comply with and operate and at all times use, keep and maintain the Project and every part thereof (whether or not such property constitutes a facility, as defined in 42 U.S.C. § 9601 *et seq.*) in material conformance with all applicable Environmental Laws. Without limiting the generality of the foregoing, the Company will not use, generate, treat, store, dispose of or otherwise introduce any Hazardous Substance into or on the Project or any part thereof in any material respect nor

cause, suffer, allow or permit anyone else to do so except in compliance with all applicable Environmental Laws.

(f) The Company agrees to defend, indemnify, protect and hold harmless the City and the Trustee and their directors, officers, shareholders, officials and employees from and against any and all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees and expenses, arising from (i) any release (as defined in 42 U.S.C. § 9601 (22)), actual or alleged, of any Hazardous Substances upon the Project Site or respecting any products or materials previously, now or hereafter located upon the Project Site, regardless of whether such release or alleged release has occurred before the date hereof or hereafter occurs and regardless of whether such release or alleged release occurs as the result of any act, omission, negligence or misconduct of the Company or any third party or otherwise, (ii) any violation now existing or hereafter arising (actual or alleged) of, or any other liability under or in connection with, any applicable Environmental Laws (A) relating to or affecting the Project, or (B) relating to any products or materials previously, now or hereafter located upon the Project Site, regardless of whether such violation or alleged violation or other liability is asserted or has occurred or arisen before the date hereof or hereafter is asserted or occurs or arises and regardless of whether such violation or alleged violation or other liability occurs or arises as the result of any act, omission, negligence or misconduct of the Company or any third party or otherwise, (iii) any assertion by any third party of any claims or demands for any loss or injury arising out of, relating to or in connection with any Hazardous Substances on or allegedly on the Project Site, or (iv) any material breach, falsity or failure of any of the representations, warranties, covenants and agreements contained in this Section; provided, however, that the Company's obligations under this **Section 10.9(f)** shall not apply (1) to the City to the extent such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of work being performed at the Project by employees of the City or the negligence or willful misconduct of the City or (2) to the Trustee to the extent such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of the negligence or willful misconduct of the Trustee. The City shall reasonably cooperate with the Company in the defense of any matters included within the foregoing indemnity without any obligation to expend money. The City shall reasonably cooperate with the Company in defending any such claims, demands, costs, liabilities, damages or expenses. This subsection (f) shall survive any termination of this Lease.

ARTICLE XI

OPTION AND OBLIGATION TO PURCHASE THE PROJECT

Section 11.1. Option to Purchase the Project. The Company shall have, and is hereby granted, the option to purchase all or any portion of the City's interest in the Project, at any time, upon payment in full or redemption of the Outstanding Bonds to be redeemed or provision for their payment or redemption having been made pursuant to **Article XIII** of the Indenture. To exercise such option, the Company shall give written notice to the City and to the Trustee and shall specify therein the date of closing of such purchase, which date shall be not less than 15 nor more than 90 days from the date such notice is mailed, provide a certificate of the Company confirming all real property taxes have been paid with respect to the Project, and in case of a redemption of the Bonds in accordance with the provisions of the Indenture, the Company shall make arrangements satisfactory to the Trustee for the giving of the required notice of redemption. Notwithstanding the foregoing, if the City or the Trustee provides notice of its intent to exercise its remedies hereunder upon an Event of Default (a "Remedies Notice"), the Company shall be deemed to have exercised its purchase option under this Section on the 29th day following the issuance of the Remedies Notice without any further action by the Company; provided said Remedies Notice has not been rescinded by such date. The Company may rescind such exercise by providing written notice to the City and the Trustee

on or before the 29th day and by taking such action as may be required to cure the default that led to the giving of the Remedies Notice. The purchase price payable by the Company if it exercises the option granted in this Section shall be the sum of the following:

(a) an amount of money which, when added to the amount then on deposit in the Bond Fund, will be sufficient to redeem all or a portion of the then-Outstanding Bonds on the earliest redemption date next succeeding the closing date, including, without limitation, principal and interest to accrue to said redemption date and redemption expense; plus

(b) an amount of money equal to the Trustee's and the Paying Agent's reasonable fees, charges and expenses under the Indenture accrued and to accrue until such redemption of the Bonds; plus

(c) an amount of money equal to the City's reasonable charges and expenses incurred in connection with the Company exercising its option to purchase all or a portion of the Project; plus

(d) the sum of $10.00.

Section 11.2. Conveyance of the Project. At the closing of the purchase of the Project pursuant to this Article, the City will, upon receipt of the purchase price, deliver to the Company the following:

(a) a release from the Trustee of the Project from the lien and/or security interest of the Indenture and this Lease and appropriate termination of financing statements as required under the Uniform Commercial Code; and

(b) such other documents as may be reasonably necessary to effectuate the conveyance of the Project, including without limitation a termination of the Base Lease and this Lease.

Section 11.3. Relative Position of Option and Indenture. The option to purchase the Project granted to the Company in this Article shall be and remain prior and superior to the Indenture and may be exercised whether or not the Company is in default under this Lease; provided that such option will not result in nonfulfillment of any condition to the exercise of such option (including the payment of all amounts specified in **Section 11.1**) and further provided that the option herein granted shall terminate upon the termination of this Lease.

Section 11.4. Obligation to Purchase the Project. The Company hereby agrees to purchase, and the City hereby agrees to sell, the Project upon (a) the occurrence of the expiration of the Lease Term following full payment of the Bonds or provision for payment thereof having been made in accordance with the provisions of the Indenture and (b) payment of all real property taxes with respect to the Project. The amount of the purchase price under this Section shall be the sum of the items set forth in **Sections 11.1(a)-(d)**. The purchase price shall be paid by the Company within 90 days of the expiration of the Lease Term.

Section 11.5. Right to Set-Off. At its option, to be exercised at least five days before the date of closing on any purchase of the Project, the Company may deliver to the Trustee for cancellation Bonds not previously paid, and the Company shall receive a credit against the purchase price payable by the Company in an amount equal to 100% of the principal amount of the Bonds so delivered for cancellation, plus accrued interest thereon. The Company may set-off any payment obligation under **Section 11.1(a)** by tendering a corresponding amount of the Bonds to the Trustee for cancellation.

ARTICLE XII

DEFAULTS AND REMEDIES

Section 12.1. Events of Default. If any one or more of the following events occurs and is continuing, it is hereby defined as and declared to be and to constitute an "Event of Default" under this Lease:

(a) default in the due and punctual payment of Basic Rent or Additional Rent within 10 days after written notice thereof from the City to the Company; or

(b) default in the due observance or performance of any other covenant, agreement, obligation or provision of this Lease on the Company's part to be observed or performed, and such default continues for 60 days after the City or the Trustee has given the Company written notice specifying such default (or such longer period as is reasonably required to cure such default, provided that (i) the Company has commenced such cure within said 60-day period, and (ii) the Company diligently prosecutes such cure to completion); or

(c) the Company: (i) admits in writing its inability to pay its debts as they become due; or (ii) files a petition in bankruptcy or for reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the United States Bankruptcy Code, as now or in the future amended, or any other similar present or future federal or state statute or regulation, or files a pleading asking for such relief; or (iii) makes an assignment for the benefit of creditors; or (iv) consents to the appointment of a trustee, receiver or liquidator for all or a substantial portion of its property or fails to have the appointment of any trustee, receiver or liquidator made without the Company's consent or acquiescence, vacated or set aside; or (v) is finally adjudicated as bankrupt or insolvent under any federal or state law; or (vi) is subject to any proceeding, or suffers the entry of a final and non-appealable court order, under any federal or state law appointing a trustee, receiver or liquidator for all or a substantial portion of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the United States Bankruptcy Code, as now or in the future amended, which order or proceeding, if not consented to by it, is not dismissed, vacated, denied, set aside or stayed within 90 days after the date of entry or commencement; or (vii) suffers a writ or warrant of attachment or any similar process to be issued by any court against all or a substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed or released within 60 days after the final entry or levy or after any contest is finally adjudicated or any stay is vacated or set aside.

Section 12.2. Remedies on Default. If any Event of Default referred to in **Section 12.1** has occurred and continues beyond the period provided to cure, then the City may at the City's election (subject, however, to any restrictions against acceleration of the maturity of the Bonds or termination of this Lease in the Indenture), then or at any time thereafter, and while such default continues, take any one or more of the following actions, in addition to the remedies provided in **Section 12.5**:

(a) cause all amounts payable with respect to the Bonds for the remainder of the term of this Lease to become due and payable, as provided in the Indenture; or

(b) give the Company written notice of intention to terminate this Lease on a date specified therein, which date shall not be earlier than 60 days after such notice is given, and if all defaults have not then been cured, on the date so specified, the Owners shall tender or be deemed to have tendered the Outstanding principal amount of the Bonds for cancellation with instruction that such tender is in lieu of payment in accordance with **Section 11.5**, the Company's rights to possession of the Project shall cease and this Lease shall thereupon be terminated, and (i) the City may convey the Project to the Company and bring an action against the Company for the purchase price of the Project under **Section 11.1** or (ii) the City may re-enter and take possession of the Project; provided, however, if the Company has paid all obligations due and owing under the Indenture and this Lease, the City shall convey the Project in accordance with **Section 11.2**. The Company's rights to cause the conveyance of the Project in accordance with **Section 11.2** shall survive the expiration or termination of this Lease.

Section 12.3. Survival of Obligations. The Company covenants and agrees with the City and the Owners that its obligations under this Lease shall survive the cancellation and termination of this Lease, for any cause, and that the Company shall continue to pay the Basic Rent and Additional Rent (to the extent the Bonds remain Outstanding) and perform all other obligations provided for in this Lease, all at the time or times provided in this Lease; provided, however, that upon (a) the payment of all Basic Rent and Additional Rent required under **Article V** hereof, (b) the satisfaction and discharge of the Indenture under **Section 1301** thereof, and (c) the Company's exercise of the purchase option contained in **Section 11.1** hereof, the Company's obligations under this Lease shall thereupon cease and terminate in full, except that obligations with respect to compensation and indemnification of the City and the Trustee shall not so terminate.

Section 12.4. Performance of the Company's Obligations by the City. Upon an Event of Default and the continuance of such failure on the Company's part for 60 days after written notice of such failure is given to the Company by the City or the Trustee, and without waiving or releasing the Company from any obligation hereunder, as an additional but not exclusive remedy, the City, or the Trustee in the City's name, may (but shall not be obligated so to do) make any such payment or perform any such obligation, and all reasonable sums so paid by the City or the Trustee and all necessary incidental reasonable costs and expenses incurred by the City or the Trustee (including, without limitation, attorneys' fees and expenses) in performing such obligation shall be deemed Additional Rent and shall be paid to the City or the Trustee on demand, and if not so paid by the Company, the City or the Trustee shall have the same rights and remedies provided for in **Section 12.2** in the case of default by the Company in the payment of Basic Rent.

Section 12.5. Rights and Remedies Cumulative. The rights and remedies reserved by the City and the Company hereunder are in addition to those otherwise provided by law and shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. To the extent provided by Missouri law, the City and the Company shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Lease. Notwithstanding anything in this **Section 12.5** or elsewhere in this Lease to the contrary, however, the Company's option to purchase the Project as provided in **Article XI** above shall not be terminated upon an Event of Default unless and until this Lease is terminated to the extent permitted pursuant to **Section 12.2(b)** above. The parties agree that no provision of this Lease shall be construed to allow the City to require the Company to acquire, construct or install the Project.

Section 12.6. Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a

waiver of any breach of any other covenant or agreement, and in case of a breach by the Company of any covenant, agreement or undertaking, the City may nevertheless accept from the Company any payment or payments hereunder without in any way waiving the City's right to exercise any of its rights and remedies provided for herein with respect to any such default or defaults of the Company which were in existence at the time such payment or payments were accepted by the City.

Section 12.7. Trustee's Exercise of the City's Remedies. Whenever any Event of Default has occurred and is continuing, the Trustee may, but except as otherwise provided in the Indenture shall not be obliged to, exercise any or all of the rights of the City under this Article, upon notice as required of the City unless the City has already given the required notice. In addition, the Trustee shall have available to it all of the remedies prescribed by the Indenture.

ARTICLE XIII

ASSIGNMENT AND SUBLEASE

Section 13.1. Assignment; Sublease.

(a) The Company may sublease, assign, transfer, encumber or dispose of this Lease or any interest herein or part hereof for any lawful purpose under the Act.

(b) With respect to any assignment, the Company shall comply with the following conditions:

(i) the Company shall notify the City and the Trustee of the assignment in writing;

(ii) the Company shall provide evidence of payment of all amounts then-due under this Lease;

(iii) such assignment shall be in writing, duly executed and acknowledged by the assignor and in proper form for recording;

(iv) such assignment shall include the entire then unexpired term of this Lease; and

(v) a duplicate original of such assignment shall be delivered to the City and the Trustee within 10 days after the execution thereof, together with an assumption agreement, duly executed and acknowledged by the assignee and in proper form for recording, by which the assignee shall assume all of the terms, covenants and conditions of this Lease on the part of the Company to be performed and observed.

(c) Any assignee of all the rights of the Company shall agree to be bound by the terms of this Lease and any other documents related to the issuance of the Bonds. Upon such assignment of all the rights of the Company and agreement by the assignee to be bound by the terms of this Lease and any other documents related to the issuance of the Bonds, the Company shall be released from and have no further obligations under this Lease or any other document related to the issuance of the Bonds.

Section 13.2. Assignment of Revenues by City. The City shall assign and pledge any rents, revenues and receipts receivable under this Lease to the Trustee pursuant to the Indenture as security for payment of the principal of and interest and premium, if any, on the Bonds, and the Company hereby consents to such pledge and assignment.

Section 13.3. Prohibition Against Leasehold Mortgage of Project. The City shall not mortgage its leasehold interest in the Project but may assign its interest in and pledge any moneys receivable under this Lease to the Trustee pursuant to the Indenture as security for payment of the principal of and interest on the Bonds.

Section 13.4. Restrictions on Sale or Encumbrance of Project by City. During the Lease Term, the City agrees that, except to secure the Bonds to be issued pursuant to the Indenture and except to enforce its rights under **Section 12.2(b)**, it will not sell, assign, encumber, mortgage, transfer or convey the Project or any interest therein.

ARTICLE XIV

AMENDMENTS, CHANGES AND MODIFICATIONS

Section 14.1. Amendments, Changes and Modifications. Except as otherwise provided in this Lease or in the Indenture, subsequent to the issuance of the Bonds and before the payment in full of the Bonds (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), this Lease may not be effectively amended, changed, modified, altered or terminated, except for terminations of this Lease expressly authorized herein, without the prior written consent of (a) the Trustee, given in accordance with the provisions of the Indenture, which consent, however, shall not be unreasonably withheld, (b) all of the Owners and (c) each Financing Party.

ARTICLE XV

MISCELLANEOUS PROVISIONS

Section 15.1. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be in writing and shall be deemed duly given when delivered personally or transmitted electronically (and receipt confirmed by telephone or electronic read receipt), addressed as follows:

(i) To the City:

City of St. Charles, Missouri
200 North Second Street
St. Charles, Missouri 63301
Attn: Mayor
E-mail: dan.borgmeyer@stcharlescitymo.gov

with copies to:

City Attorney
200 North Second Street
St. Charles, Missouri 63301
E-mail: holly.magdziarz@stcharlescitymo.gov

and:

Director of Administration
200 North Second Street
St. Charles, Missouri 63301
E-mail: lawrence.dobrosky@stcharlescitymo.gov

(ii) To the Trustee:

UMB Bank, N.A.
2 South Broadway, Suite 600
St. Louis, Missouri 63102
Attn: Corporate Trust Department
E-mail: siarra.booker@umb.com

(iii) To the Company:

First Capitol Place LLC
c/o St. Charles Strategic Development
300 S 5th Street
St. Charles, Missouri 63301
Attn: Robert Mangelsdorf Jr.
E-mail: robert@stc-sd.com

with a copy to:

Cook & Riley, LLC
7777 Bonhomme Ave., Suite 1910
St. Louis, Missouri 63105
Attn: Scott Riley, Esq.
E-mail: sriley@cookrileylaw.com

A duplicate copy of each notice, certificate or other communication given hereunder by either the City or the Company to the other shall also be given to the Trustee and each Financing Party requesting such notice. The City, the Company and the Trustee may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 15.2. City Shall Not Unreasonably Withhold Consents and Approvals. Wherever in this Lease it is provided that the City shall, may or must give its approval or consent, or execute supplemental agreements or schedules, the City shall not unreasonably, arbitrarily or unnecessarily withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements or schedules; provided, however, that nothing in this Lease shall be interpreted to affect the City's rights to approve or deny any additional project or matter unrelated to the Project subject to zoning, building permit or other regulatory approval by the City.

Section 15.3. Net Lease. The parties hereto agree (a) that this Lease shall be deemed and construed to be a net lease, (b) that the payments of Basic Rent are designed to provide the City and the Trustee funds adequate in amount to pay all principal of and interest accruing on the Bonds as the same becomes due and payable, (c) that to the extent that the payments of Basic Rent are not sufficient to provide the City and the Trustee with funds sufficient for the purposes aforesaid, the Company shall be obligated to

pay, and it does hereby covenant and agree to pay, upon demand therefor, as Additional Rent, such further sums of money, in cash, as may from time to time be required for such purposes, and (d) that if, after the principal of and interest on the Bonds and all costs incident to the payment of the Bonds (including the fees and expenses of the City and the Trustee) have been paid in full, the Trustee or the City holds unexpended funds received in accordance with the terms hereof, such unexpended funds shall, after payment therefrom of all sums then due and owing by the Company under the terms of this Lease, and except as otherwise provided in this Lease and the Indenture, become the absolute property of and be paid over forthwith to the Company.

Section 15.4. Limitation on Liability of City. No provision, covenant or agreement contained in this Lease, the Indenture or the Bonds, or any obligation herein or therein imposed upon the City, or the breach thereof, shall constitute or give rise to or impose upon the City a pecuniary liability or a charge upon the general credit or taxing powers of the City or the State of Missouri.

Section 15.5. Governing Law. This Lease shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 15.6. Binding Effect; Third-Party Beneficiary. This Lease shall be binding upon and shall inure to the benefit of the City and the Company and their respective successors and assigns. Each Financing Party shall be a third-party beneficiary of any provisions contained herein granting rights to a Financing Party.

Section 15.7. Severability. If for any reason any provision of this Lease is determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 15.8. Execution in Counterparts. This Lease may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 15.9. Electronic Transaction. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 15.10. City Consents and Approvals. Pursuant to the Ordinance, the Mayor and the Director of Administration are authorized to execute all documents on behalf of the City (including documents pertaining to the financing or refinancing of the Project by the Company) as may be required to carry out and comply with the intent of the Ordinance, the Indenture and this Lease. The Mayor and the Director of Administration are also authorized, unless expressly prohibited herein, to grant on behalf of the City such consents, estoppels and waivers relating to the Bonds, the Indenture or this Lease as may be requested by the Company during the term hereof; provided, such consents, estoppels and/or waivers shall not increase the principal amount of the Bonds, increase the term of this Lease or the economic incentives provided herein, waive an Event of Default or materially change the nature of the transaction unless approved by ordinance of the City Council.

Section 15.11. Anti-Discrimination Against Israel Act. Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Company certifies it is not currently engaged in and will not, for the duration of this Lease, engage in a boycott of goods or services from (a) the State of Israel, (b) companies

doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or (c) persons or entities doing business in the State of Israel.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in their respective names by their duly authorized signatories, all as of the date first above written.

CITY OF ST. CHARLES, MISSOURI

By: _____
Daniel J. Borgmeyer, Mayor

[SEAL]

ATTEST:

By: _____
Kimberly Hudson, City Clerk

FIRST CAPITOL PLACE LLC

By: _____
Name: Robert Mangelsdorf Jr.
Title: Manager

EXHIBIT A

PROJECT SITE

PARCEL 1:

A LOT OF GROUND LOCATED IN BLOCK NO. 130 IN THE CITY OF ST. CHARLES, MISSOURI, FRONTING FIFTY (50) FEET, MORE OR LESS, ON THE SOUTHERN LINE OF 1ST CAPITOL DR. AND EXTENDING BACK WITH EVEN WIDTH A DISTANCE OF ONE HUNDRED FIFTY (150) FEET, MORE OR LESS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:
BEGINNING AT THE NORTHWEST CORNER OF THE LOT OF GROUND FIRST ABOVE DESCRIBED, SAID POINT OF BEGINNING BEING ONE HUNDRED FORTY (140) FEET WEST ALONG THE SOUTH SIDE OF FIRST CAPITOL DRIVE (FORMERLY CLAY STREET) FROM THE POINT OF INTERSECTION OF THE WESTERN LINE OF FOURTH STREET AND THE SOUTHERN LINE OF FIRST CAPITOL DRIVE; THENCE WESTWARDLY ALONG THE SOUTHERN LINE OF FIRST CAPITOL DRIVE A DISTANCE OF FIFTY (50) FEET, MORE OR LESS, THENCE SOUTHWARDLY PARALLEL WITH FOURTH STREET (AS ORIGINALLY ESTABLISHED) A DISTANCE OF ONE HUNDRED FIFTY (150) FEET, MORE OR LESS, THENCE EASTWARDLY PARALLEL TO FIRST CAPITOL DRIVE A DISTANCE OF FIFTY (50) FEET TO A POINT ON THE WESTERN LINE OF THE LOT OF GROUND FIRST ABOVE DESCRIBED; THENCE NORTHWARDLY ALONG THE WESTERN LINE OF THE LOT OF GROUND ABOVE DESCRIBED A DISTANCE OF ONE HUNDRED FIFTY (150) FEET TO THE POINT OF BEGINNING. BOUNDED ON THE NORTH BY FIRST CAPITOL DRIVE, ON THE EAST BY LOT OF GROUND FIRST ABOVE DESCRIBED, ON THE SOUTH BY LOT NOW OR FORMERLY OWNED BY E. STOLTZE'S HEIRS AND ON THE WEST BY LOT NOW OR FORMERLY OWNED BY CHARLES CAPPEL AND BEING THE SAME LOT OF GROUND CONVEYED BY JOSEPHINE MITTRUCKER TO OTTO H. WILLBRAND BY DEED DATED MAY 21, 1918, RECORDED IN THE RECORDER'S OFFICE OF ST. CHARLES COUNTY, MISSOURI, IN BOOK 132 PAGE 39.

PARCEL 2:

PART OF CITY SQUARE NO. ONE HUNDRED THIRTY (130), BEGINNING AT THE CORNER OF CLAY AND FIFTH STREETS IN SAID CITY OF ST. CHARLES; THENCE SOUTH 21° WEST WITH FIFTH STREET 150 FEET; THENCE SOUTH 69° EAST WITH A LINE PARALLEL WITH CLAY STREET 50 FEET; THENCE NORTH 21° EAST PARALLEL WITH FIFTH STREET 150 FEET TO CLAY STREET; THENCE NORTH 69° WEST WITH CLAY STREET 50 FEET TO THE PLACE OF BEGINNING; EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF SAINT CHARLES, MISSOURI BY INSTRUMENT RECORDED AUGUST 21, 2008 IN BOOK 5038 PAGE 811 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND IN BLOCK NO. 130 OF THE CITY OF ST. CHARLES, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PROPERTY CONVEYED TO FIRST NATIONAL BANK OF ST. CHARLES, AS RECORDED IN DEED BOOK 672 PAGE 214 OF THE ST. CHARLES COUNTY, MISSOURI, THENCE SOUTH 67 DEGREES 46 MINUTES 24 SECONDS EAST, 57.58 FEET; THENCE SOUTH 68 DEGREES 17 MINUTES 46 SECONDS WEST, 41.92 FEET; THENCE SOUTH 57 DEGREES 46 MINUTES 22 SECONDS WEST, 27.44 FEET; THENCE NORTH 22 DEGREES 13 MINUTES 36 SECONDS EAST, 340.00 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PART CONDEMNED FOR RIGHT-OF-WAY PURPOSES UNDER CAUSE NO. 0911-CV05752 IN THE CIRCUIT COURT FOR ST. CHARLES COUNTY, MISSOURI. A CERTIFIED COPY OF THE REPORT OF COMMISSIONERS ON SAME BEING RECORDED IN BOOK 5251 PAGE 499 OF THE ST. CHARLES COUNTY RECORDS.

PARCEL 3:

A LOT OF GROUND, PART OF BLOCK NUMBERED ONE HUNDRED THIRTY (130) OF THE CITY OF ST. CHARLES, MISSOURI, FRONTING EIGHTY SEVEN (87') FEET ON THE SOUTHERN SIDE OF CLAY STREET, AND EXTENDING SOUTHWARDLY WITH EVEN WIDTH AND PARALLEL WITH FIFTH STREET, ONE HUNDRED FORTY (140') FEET, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERN LINE OF CLAY STREET DISTANT EASTWARDLY FIFTY FIVE (55') FEET FROM THE EASTERN LINE OF FIFTH STREET; THENCE EASTWARDLY, WITH THE SOUTHERN LINE OF CLAY STREET, EIGHTY SEVEN (87') FEET; THENCE SOUTHWARDLY PARALLEL WITH FIFTH STREET, ONE HUNDRED FORTY (140') FEET; THENCE WESTWARDLY, PARALLEL WITH CLAY STREET, EIGHTY SEVEN (87') FEET; AND THENCE NORTHWARDLY PARALLEL WITH FIFTH STREET, ONE HUNDRED FORTY (140') FEET TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF SAINT CHARLES, MISSOURI BY INSTRUMENT RECORDED AUGUST 21, 2008 IN BOOK 5038 PAGE 811 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND IN BLOCK NO. 130 OF THE CITY OF ST. CHARLES, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PROPERTY CONVEYED TO FIRST NATIONAL BANK OF ST. CHARLES, AS RECORDED IN DEED BOOK 672 PAGE 214 OF THE ST. CHARLES COUNTY, MISSOURI, THENCE SOUTH 67 DEGREES 46 MINUTES 24 SECONDS EAST, 57.58 FEET; THENCE SOUTH 68 DEGREES 17 MINUTES 46 SECONDS WEST, 41.92 FEET; THENCE SOUTH 57 DEGREES 46 MINUTES 22 SECONDS WEST, 27.44 FEET; THENCE NORTH 22 DEGREES 13 MINUTES 36 SECONDS EAST, 340.00 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

A LOT OF GROUND PART OF BLOCK NUMBERED 130 OF THE CITY OF ST. CHARLES, MISSOURI FRONTING 42 FEET, MORE OR LESS, ON THE EASTERN SIDE OF FIFTH STREET AND EXTENDING EASTWARDLY WITH EVEN WIDTH AND PARALLEL WITH CLAY STREET 200 FEET, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERN LINE OF FIFTH STREET WHICH POINT IS DISTANT SOUTHWARDLY 192 FEET, MORE OR LESS, FROM THE SOUTHERN LINE OF CLAY STREET AND WHICH BEGINNING POINT IS THE NORTHWESTERN CORNER OF A LOT OF GROUND NOW OWNED BY THEINE, THENCE NORTHWARDLY WITH THE EASTERN LINE OF FIFTH STREET 42 FEET, MORE OR LESS, TO THE SOUTHWESTERN CORNER OF A LOT OF GROUND NOW OWNED BY THE MOUNT ZION BAPTIST CHURCH; THENCE EASTWARDLY PARALLEL WITH CLAY STREET 200 FEET; THENCE SOUTHWARDLY PARALLEL WITH FIFTH STREET 42 FEET, MORE OR LESS; THENCE WESTWARDLY PARALLEL WITH CLAY STREET 200 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PART CONDEMNED FOR RIGHT-OF-WAY PURPOSES UNDER CAUSE NO. 0911-CV05752 IN THE CIRCUIT COURT FOR ST. CHARLES COUNTY, MISSOURI. A CERTIFIED COPY OF THE REPORT OF COMMISSIONERS ON SAME BEING RECORDED IN BOOK 5251 PAGE 499 OF THE ST. CHARLES COUNTY RECORDS.

PARCEL 5:

A LOT OF GROUND, PART OF BLOCK NUMBERED 130 OF THE CITY OF ST. CHARLES, MISSOURI FRONTING 50 FEET, MORE OR LESS ON THE EASTERN SIDE OF FIFTH STREET AND EXTENDING EASTWARDLY WITH EVEN WIDTH AND PARALLEL WITH JACKSON STREET 125 FEET, MORE OR LESS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERN LINE OF FIFTH STREET DISTANT NORTHWARDLY 100 FEET FROM THE NORTHERN LINE OF JACKSON STREET THE NORTHWESTERN CORNER OF A LOT OF GROUND NOW OR FORMERLY OWNED BY ROSIEN; THENCE NORTHWARDLY WITH THE EASTERN LINE OF FIFTH STREET, 50 FEET, MORE OR LESS, TO THE SOUTHWESTERN CORNER OF A LOT OF GROUND NOW OR FORMERLY OWNED BY MACHENS; THENCE EASTWARDLY PARALLEL WITH JACKSON STREET, 125 FEET, MORE OR LESS, TO THE NORTHWESTERN CORNER OF A LOT OF GROUND NOW OR FORMERLY OWNED BY LANVERNMEIER; THENCE SOUTHWARDLY, PARALLEL WITH FIFTH STREET 50 FEET, MORE OR LESS, TO THE NORTHEASTERN CORNER OF A LOT OF GROUND NOW OR FORMERLY OWNED BY MENCH; AND THENCE WESTWARDLY, PARALLEL WITH JACKSON STREET 125 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PART CONDEMNED FOR RIGHT-OF-WAY PURPOSES UNDER CAUSE NO. 0911-CV05752 IN THE CIRCUIT COURT FOR ST. CHARLES COUNTY, MISSOURI. A CERTIFIED COPY OF THE REPORT OF COMMISSIONERS ON SAME BEING RECORDED IN BOOK 5251 PAGE 499 OF THE ST. CHARLES COUNTY RECORDS.

PARCEL 6:

PART OF CITY BLOCK 130 OF THE CITY OF ST. CHARLES DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF JACKSON STREET, 32 FEET 1 INCH WIDE AND THE EAST LINE OF SOUTH FIFTH STREET 60 FEET WIDE; THENCE NORTH ALONG THE EAST LINE OF SOUTH FIFTH STREET 101.35 FEET TO AN IRON PIPE; THENCE LEAVING SAID EAST LINE THEREOF, EASTWARDLY ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID JACKSON STREET 80 FEET TO AN IRON PIPE; THENCE SOUTH AND PARALLEL TO THE EAST LINE OF SOUTH FIFTH STREET 101.35 FEET TO AN IRON PIPE IN THE NORTH LINE OF JACKSON STREET; THENCE WEST ALONG SAID NORTH LINE THEREOF 80 FEET TO A POINT IN THE EAST LINE OF SAID SOUTH FIFTH STREET, THE POINT OF BEGINNING, ACCORDING TO SURVEY THEREOF EXECUTED BY ENGINEERING & SURVEYING, INC., ON NOVEMBER 5-12, 1969.

EXCEPTING THEREFROM THAT PART CONDEMNED FOR RIGHT-OF-WAY PURPOSES UNDER CAUSE NO. 0911-CV05752 IN THE CIRCUIT COURT FOR ST. CHARLES COUNTY, MISSOURI. A CERTIFIED COPY OF THE REPORT OF COMMISSIONERS ON SAME BEING RECORDED IN BOOK 5251 PAGE 499 OF THE ST. CHARLES COUNTY RECORDS.

PARCEL 7:

PART OF CITY BLOCK NO. ONE HUNDRED THIRTY (130) OF THE CITY OF ST. CHARLES, MISSOURI, FRONTING FORTY FIVE (45) FEET ON THE NORTH SIDE OF JACKSON STREET AND EXTENDING NORTHWARDLY WITH EVEN WIDTH AND PARALLEL WITH FIFTH STREET ONE HUNDRED (100) FEET; BOUNDED ON THE WEST BY LOT NOW OR FORMERLY OF POSER, ON THE NORTH BY LOT NOW OR FORMERLY OF THEIEN, ON THE EAST BY LOT NOW OWNED BY TAINTER AND ON THE SOUTH BY JACKSON STREET.

PARCEL 8:

A LOT OF GROUND, PART OF BLOCK NUMBERED ONE HUNDRED THIRTY (130) OF THE CITY OF ST. CHARLES, MISSOURI, FRONTING THIRTY SEVEN FEET SIX INCHES (37' 6") ON THE NORTHERN SIDE OF JACKSON STREET AND EXTENDING NORTHWARDLY WITH EVEN WIDTH AND PARALLEL WITH FIFTH STREET, ONE HUNDRED FIFTY (150) FEET, MORE OR LESS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A POINT IN THE NORTHERN LINE OF JACKSON STREET DISTANT EASTWARDLY ONE HUNDRED SIXTY TWO FEET SIX INCHES (162' 6") FROM THE EASTERN LINE OF FIFTH STREET AND WHICH BEGINNING POINT IS THE SOUTHWESTERN CORNER OF A LOT OF GROUND NOW OWNED BY FREDENBURG; THENCE NORTHWARDLY, PARALLEL WITH FIFTH STREET, ONE HUNDRED FIFTY (150) FEET, MORE OR LESS, TO THE SOUTHERN LINE OF A LOT OF GROUND NOW OWNED BY MACHENS; THENCE WESTWARDLY PARALLEL WITH JACKSON STREET, THIRTY SEVEN FEET SIX INCHES (37' 6") TO THE EASTERN LINE OF A LOT OF GROUND NOW OWNED BY BACON; THENCE SOUTHWARDLY PARALLEL WITH FIFTH STREET, ONE HUNDRED FIFTY (150) FEET, MORE OR LESS, TO THE NORTHERN LINE OF JACKSON STREET; THENCE EASTWARDLY ALONG THE NORTHERN LINE OF JACKSON STREET, THIRTY SEVEN FEET SIX INCHES (37' 6") TO THE PLACE OF BEGINNING.

PARCEL 9:

A LOT OF GROUND, BEING PART OF BLOCK NUMBERED 130 OF THE CITY OF ST. CHARLES, MISSOURI, FRONTING 38 FEET, MORE OR LESS, ON THE NORTHERN SIDE OF JACKSON STREET AND EXTENDING NORTHWARDLY, WITH EVEN WIDTH AND PARALLEL WITH FIFTH STREET, 150 FEET, MORE OR LESS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERN LINE OF JACKSON STREET DISTANT WESTWARDLY 162 FEET 6 INCHES (162' 6") FROM THE EASTERN LINE OF FIFTH STREET AND WHICH BEGINNING POINT IS THE SOUTHEASTERN CORNER OF A LOT OF GROUND NOW OR FORMERLY OWNED BY LANVERMEIER; THENCE NORTHWARDLY, PARALLEL WITH FIFTH STREET, 150 FEET, MORE OR LESS, TO A POINT IN THE SOUTHERN LINE OF A LOT OF GROUND NOW OR FORMERLY OWNED BY MACHENS; THENCE EASTWARDLY, PARALLEL WITH JACKSON STREET, 38 FEET, MORE OR LESS, TO A POINT IN THE WESTERN LINE OF A LOT OF GROUND NOW OR FORMERLY OWNED BY FELDMANN; THENCE SOUTHWARDLY, PARALLEL WITH FIFTH STREET, 150 FEET, MORE OR LESS, TO A POINT IN THE NORTHERN LINE OF JACKSON STREET; AND THENCE WESTWARDLY, WITH THE NORTHERN LINE OF JACKSON STREET, 38 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXHIBIT B

FORM OF REQUISITION CERTIFICATE

Requisition No. _____
Date: _____

REQUISITION CERTIFICATE

TO: UMB BANK, N.A., AS TRUSTEE UNDER A TRUST INDENTURE DATED AS OF [*DATE*], 2026, BETWEEN THE CITY OF ST. CHARLES, MISSOURI, AND THE TRUSTEE, AND A LEASE AGREEMENT DATED AS OF [*DATE*], 2026, BETWEEN THE CITY OF ST. CHARLES, MISSOURI, AND FIRST CAPITOL PLACE LLC

The undersigned Authorized Company Representative hereby states and certifies that:

1. A total of $_____ is requested to pay for Project Costs. The total amount of this requisition and all prior requisitions is as follows:

Date of Project Costs	***Amount Submitted in this Requisition***	***Requisitions Submitted to Date (Including this Requisition)***

2. Said Project Costs shall be paid in whole from Bond proceeds in such amounts, to such payees and for such purposes as set forth on **Schedule 1**.

3. Each of the items for which payment is requested is or was desirable and appropriate in connection with the purchase and construction of the Project, has been properly incurred and is a proper charge against the Project Fund, has been paid by the Company or is justly due to the Persons whose names and addresses are stated on **Schedule 1**, and has not been the basis of any previous requisition from the Project Fund.

4. As of this date, except for the amounts referred to above, to the best of my knowledge there are no outstanding disputed statements for which payment is requested for labor, wages, materials, supplies or services in connection with the purchase and construction of the Project which, if unpaid, might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or similar lien upon the Project or any part thereof.

5. With respect to this disbursement, the Company (i) certifies it has reviewed any wire instructions set forth herein to confirm such wire instructions are accurate and (ii) agrees it will not seek

recourse from the Trustee as a result of losses incurred by it for making the disbursement in accordance with such wire instructions.

6. Capitalized words and terms used in this Requisition Certificate have the meanings given to such words and terms in **Section 101** of the Trust Indenture.

FIRST CAPITOL PLACE LLC

By: _____
Authorized Company Representative

Approved this _____ day of _____, 20___.

CITY OF ST. CHARLES, MISSOURI

By: _____
Authorized City Representative

SCHEDULE 1 TO REQUISITION CERTIFICATE

PROJECT COSTS

Payee and Address	Description	Amount

EXHIBIT D

TRUST INDENTURE

[On file in the office of the City Clerk]

CITY OF ST. CHARLES, MISSOURI,

AND

UMB BANK, N.A.,
as Trustee

TRUST INDENTURE

Dated as of [*Date*], 2026

Relating to:

$25,000,000
(Aggregate Maximum Principal Amount)
City of St. Charles, Missouri
Taxable Industrial Revenue Bonds
(First Capitol Place Redevelopment Project)
Series 2026

TRUST INDENTURE

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TRUST INDENTURE

THIS TRUST INDENTURE, dated as of [*Date*], 2026 (this "Indenture"), between the **CITY OF ST. CHARLES, MISSOURI**, a constitutional home rule charter city organized and existing under the laws of the State of Missouri (the "City"), and **UMB BANK, N.A.**, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, with a corporate trust office located in St. Louis, Missouri, as Trustee (the "Trustee");

RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution, Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri (collectively, the "Act") and the City Charter to purchase, construct, extend and improve certain projects (as defined in the Act), to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, research and development, office industry, warehousing, multifamily and industrial development purposes upon such terms and conditions as the City deems advisable.

2. Pursuant to the Act, the City Council passed Ordinance No. 26-___ (the "Ordinance") on April ___, 2026, authorizing the City to (a) acquire from First Capitol Place LLC, a Missouri limited liability company (the "Company"), a leasehold interest in approximately 1.38 acres of real property generally located at 300 South Fifth Street in the City (as legally described on **Exhibit A**, together with all improvements now or hereafter located thereon, the "Project Site"), and (b) issue its Taxable Industrial Revenue Bonds (First Capitol Place Redevelopment Project), Series 2026, in the maximum principal amount of $25,000,000 (the "Bonds"), for the purpose of constructing on the Project Site a multi-family, residential apartment development with approximately 108 apartments and associated resident parking (collectively, the "Project Improvements").

3. Pursuant to the Ordinance, the City is authorized to enter into (a) this Indenture with the Trustee for the purpose of issuing and securing the Bonds, as herein provided, (b) a Base Lease of even date herewith (the "Base Lease") with the Company for the purpose of acquiring a leasehold interest in the Project Site and (c) a Lease Agreement of even date herewith (the "Lease") with the Company for the purpose of leasing the Project Site and the Project Improvements (together, the "Project") back to the Company for rent sufficient to pay the principal of and interest on the Bonds.

4. All things necessary to make the Bonds, when authenticated by the Trustee and issued as provided in this Indenture, the valid and legally binding obligations of the City, and to constitute this Indenture a valid and legally binding pledge and assignment of the Trust Estate (as defined herein) herein made for the security of the payment of the principal of and interest on the Bonds, have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW, THEREFORE, THIS TRUST INDENTURE WITNESSETH:

GRANTING CLAUSES

That the City, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the Owners (as defined herein) thereof, and of other good and valuable consideration, the receipt of which is hereby acknowledged, and to secure the payment of the principal of and interest on all of the Bonds issued and Outstanding (as defined herein) under this Indenture from time to time according to their tenor and effect, and to secure the performance and observance by the City of all the covenants, agreements and conditions herein and in the Bonds contained, does hereby pledge and assign to the Trustee and its successors and assigns forever, the property described in paragraphs (a), (b) and (c) below (said property being herein referred to as the "Trust Estate"), to-wit:

(a) All right, title and interest of the City in and to the Project together with the tenements, hereditaments, appurtenances, rights, easements, privileges and immunities thereunto belonging or appertaining and, to the extent permissible, all permits, certificates, approvals and authorizations;

(b) All right, title and interest of the City in, to and under the Base Lease and the Lease (excluding the Unassigned Rights, as defined herein), and all rents, revenues and receipts derived by the City from the Project including, without limitation, all rental payments and other amounts to be received by the City and paid by the Company under and pursuant to and subject to the provisions of the Lease; and

(c) All moneys and securities from time to time held by or now or hereafter required to be paid to the Trustee under the terms of this Indenture, and any and all other real or personal property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security hereunder by the City or by anyone in its behalf, or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD, all and singular, the Trust Estate with all rights and privileges hereby pledged and assigned or agreed or intended so to be, to the Trustee and its successors and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and subject to the conditions herein set forth, for the equal and proportionate benefit, protection and security of all Owners from time to time of the Bonds Outstanding under this Indenture, without preference, priority or distinction as to lien or otherwise of any of the Bonds over any other of the Bonds except as expressly provided in or permitted by this Indenture;

PROVIDED, HOWEVER, that if the City pays, or causes to be paid, the principal of and interest on the Bonds, at the time and in the manner mentioned in the Bonds, according to the true intent and meaning thereof, or provides for the payment thereof (as provided in **Article XIII**), and pays or causes to be paid to the Trustee all other sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Indenture and the rights hereby granted shall cease, determine and be void; otherwise, this Indenture shall be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and that all of the Trust Estate is to be held and applied under,

upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the City does hereby agree and covenant with the Trustee and with the respective Owners from time to time, as follows:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to any words and terms defined in the Lease (which definitions are hereby incorporated by reference) and any words and terms defined elsewhere in this Indenture, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

"Act" means, collectively, Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri.

"Additional Rent" means the additional rental payments described in **Section 5.2** of the Lease.

"Approved Investor" means (a) the Company, (b) a Financing Party, (c) a "qualified institutional buyer" under Rule 144A promulgated under the Securities Act of 1933, as amended, or (d) any Person approved by the City Council.

"Authorized City Representative" means the Mayor, the Director of Administration or such other Person at the time designated to act on behalf of the City as evidenced by written certificate furnished to the Company and the Trustee containing the specimen signature of such Person and signed on behalf of the City by its Mayor. Such certificate may designate an alternate or alternates, each of whom may perform all duties of the Authorized City Representative.

"Authorized Company Representative" means the Person at the time designated to act on behalf of the Company as evidenced by written certificate furnished to the City and the Trustee containing the specimen signature of such Person and signed on behalf of the Company by an authorized officer of the Company. Such certificate may designate an alternate or alternates, each of whom may perform all duties of the Authorized Company Representative.

"Base Lease" means the Base Lease dated as of [*Date*], 2026, between the Company and the City, as from time to time amended and supplemented.

"Basic Rent" means the rental payments described in **Section 5.1** of the Lease.

"Bond" or **"Bonds"** means the Taxable Industrial Revenue Bonds (First Capitol Place Redevelopment Project), Series 2026, in the maximum aggregate principal amount of $25,000,000, issued, authenticated and delivered under and pursuant to this Indenture.

"Bond Fund" means the "City of St. Charles, Missouri, Series 2026 Bond Fund -- First Capitol Place Redevelopment Project" created in **Section 501**.

"Bond Purchase Agreement" means the agreement by that name with respect to the Bonds by and between the City and the Purchaser.

"Business Day" means any day other than a Saturday or Sunday or legal holiday or a day on which banks located in the city in which the principal corporate trust office or the principal payment office of the Trustee are required or authorized by law to remain closed.

"City" means the City of St. Charles, Missouri, a constitutional home rule charter city organized and existing under the laws of the State.

"Closing Date" means the date identified in the Bond Purchase Agreement for the initial issuance and delivery of the Bonds.

"Closing Price" means the amount specified in writing by the Purchaser and agreed to by the City as the amount required to pay for the initial issuance of the Bonds on the Closing Date, which amount shall be equal to any Project Costs paid by the Company from its own funds on or before the Closing Date, and, at the Company's option, the costs of issuance of the Bonds if such costs are not paid for from Bond proceeds.

"Company" means First Capitol Place LLC, a Missouri limited liability company, and its successors or assigns.

"Completion Date" means the date of execution of the certificate required by **Section 4.5** of the Lease and **Section 504** hereof, which shall be deemed executed and filed on December 31, 2028 if not actually filed with the City by such date, except as otherwise provided in **Section 4.5** of the Lease.

"Cumulative Outstanding Principal Amount" means the aggregate principal amount of all Bonds Outstanding under the provisions of this Indenture, which shall not exceed $25,000,000, as reflected in the records maintained by the Trustee as provided in the Bonds and this Indenture.

"Event of Default" means, with respect to this Indenture, any Event of Default as defined in **Section 901** hereof and, with respect to the Lease, any Event of Default as described in **Section 12.1** of the Lease.

"Financing Document" means any Leasehold Mortgage, loan agreement, credit agreement, security agreement, mortgage, participation agreement, lease agreement, sublease, ground lease, hedging agreement or other document related to the Project and executed by or on behalf of, or for the benefit of, a Financing Party.

"Financing Party" means any Person providing debt, lease or equity financing (including equity contributions or commitments) or hedging arrangements, or any renewal, extension or refinancing of any such financing or hedging arrangements, or any guarantee, insurance, letter of credit or credit support for or in connection with such financing or hedging arrangements, in connection with the acquisition, construction, ownership, lease, operation or maintenance of the Project or interests or rights in the Lease, or any part thereof, including any trustee or agent acting on any such Person's behalf.

"Full Insurable Value" means the reasonable replacement cost of the Project less physical depreciation and exclusive of land, excavations, footings, foundations and parking lots as determined at the expense of the Company from time to time.

"Government Securities" means direct obligations of, or obligations the payment of the principal of and interest on which is unconditionally guaranteed by, the United States of America.

"Indenture" means this Trust Indenture, as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of **Article XI**.

"Investment Securities" means any investment approved in writing by an Authorized Company Representative and the Owners of all of the Outstanding Bonds.

"Lease" means the Lease Agreement dated as of [*Date*], 2026, between the City, as lessor, and the Company, as lessee, as from time to time amended and supplemented by Supplemental Leases in accordance with the provisions thereof and of **Article XII**.

"Lease Term" means the period from the effective date of the Lease until the expiration thereof pursuant to **Section 3.2** of the Lease.

"Leasehold Mortgage" means any leasehold mortgage, leasehold deed of trust, assignment of rents and leases, security agreement or other agreement relating to the Project permitted pursuant to the provisions of **Section 10.4** of the Lease.

"Net Proceeds" means, when used with respect to any insurance or condemnation award with respect to the Project, the gross proceeds from the insurance or condemnation award remaining after payment of all expenses (including attorneys' fees, the Trustee's fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds.

"Outstanding" means, when used in reference to Bonds, as of a particular date, all Bonds theretofore authenticated and delivered, except:

(a) Bonds subsequently canceled by the Trustee or delivered to the Trustee for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of **Section 1302**; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Indenture.

"Owner" means the registered owner of any Bond as recorded on the bond registration records maintained by the Trustee.

"Paying Agent" means the Trustee and any other bank or trust company designated by this Indenture as paying agent for the Bonds at which the principal of or interest on the Bonds shall be payable.

"Payment Date" means the date on which the principal of or interest on any Bond, whether at the stated maturity thereof or the redemption date thereof, is payable, which shall be December 1 of each year that the Bonds are Outstanding.

"Permitted Encumbrances" means, as of any particular time, as the same may encumber the Project Site, (a) liens for ad valorem taxes, special assessments and other governmental charges not then delinquent, (b) this Indenture, the Base Lease and the Lease, (c) utility, access and other easements and rights-of-way, mineral rights, restrictions, exceptions and encumbrances that will not materially interfere with or impair the operations being conducted on the Project Site or easements granted to the City, (d) such minor defects, irregularities, encumbrances, easements, rights-of-way and clouds on title as normally exist with respect to properties similar in character to the Project Site and as do not in the aggregate materially

impair the property affected thereby for the purpose for which it was acquired or is held by the City, (e) liens or security interests granted pursuant to any Leasehold Mortgage or any other Financing Document, and (f) such exceptions to title set forth in the Informational Title Report, File No. _____, issued by _____ on _____, 2026.

"Person" means an individual, partnership, corporation, business trust, joint stock company, limited liability company, bank, insurance company, unincorporated association, joint venture or other entity of whatever nature.

"Plans and Specifications" means the plans and specifications prepared for and showing the Project, as amended by the Company from time to time, the same being on file at the principal office of the Company, and which shall be available for reasonable inspection during normal business hours and upon not less than one Business Day's prior notice by the City, the Trustee and their duly appointed representatives.

"Principal Amount Advanced" means the amount set forth in each requisition certificate submitted to the Trustee in accordance with **Section 4.4** of the Lease and reflected in the records maintained by the Trustee as provided in the Bonds and this Indenture.

"Project" means, collectively, the Project Site and the Project Improvements as they may at any time exist.

"Project Costs" means all costs of purchasing and constructing the Project, including the following:

(a) all costs and expenses necessary or incident to the acquisition, construction and improvement of the Project Improvements on the Project Site;

(b) fees and expenses of architects, appraisers, surveyors and engineers for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary for the commencement of construction, preparation of plans, drawings and specifications and supervision of construction, as well as for the performance of all other duties of professionals and consultants in relation to the purchase and construction of the Project or the issuance of the Bonds;

(c) all costs and expenses of every nature incurred in purchasing and constructing the Project Improvements and otherwise improving the Project Site, including the actual cost of labor and materials as payable to contractors, builders and materialmen in connection with the purchase and construction of the Project;

(d) interest accruing on the Bonds during the construction period of the Project;

(e) the cost of title insurance policies and the cost of any other insurance maintained during the construction period in accordance with **Article VII** of the Lease;

(f) reasonable expenses of administration, supervision and inspection properly chargeable to the Project, legal fees and expenses, fees and expenses of accountants and other consultants, publication and printing expenses, and initial fees and expenses of the Trustee to the extent that said fees and expenses are necessary or incident to the issuance and sale of the Bonds or the purchase and construction of the Project;

(g) all other items of expense not elsewhere specified in this definition as may be necessary or incident to: (1) the authorization, issuance and sale of the Bonds, including costs of issuance of the Bonds; (2) the purchase and construction of the Project; and (3) the financing thereof; and

(h) reimbursement to the Company or those acting for it for any of the above enumerated costs and expenses incurred and paid by them before or after the execution of the Lease.

"Project Fund" means the "City of St. Charles, Missouri, Series 2026 Project Fund -- First Capitol Place Redevelopment Project" created in **Section 501**.

"Project Improvements" means the buildings, structures, improvements and fixtures to be purchased, constructed, installed and otherwise improved on the Project Site pursuant to **Article IV** of the Lease and paid for in whole from proceeds of the Bonds, and all additions, alterations, modifications and improvements thereto made pursuant to the Lease.

"Project Site" means all of the real estate described in **Exhibit A**, together with all improvements now or hereafter located thereon.

"Purchaser" means the Person identified in the Bond Purchase Agreement as the purchaser of the Bonds.

"State" means the State of Missouri.

"Supplemental Indenture" means any indenture supplemental or amendatory to this Indenture entered into by the City and the Trustee pursuant to **Article XI**.

"Supplemental Lease" means any supplement or amendment to the Lease entered into pursuant to **Article XII**.

"Trust Estate" means the Trust Estate described in the Granting Clauses of this Indenture.

"Trustee" means UMB Bank, N.A., St. Louis, Missouri, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, in its capacity as trustee hereunder, and its successor or successors and any other Person which at the time may be substituted in its place pursuant to and at the time serving as Trustee under this Indenture.

"Unassigned Rights" means the City's rights under the Lease to receive moneys for its own account and the City's rights to indemnification or to be protected from liabilities by insurance policies required by the Lease, as provided in the Lease.

Section 102. Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Unless the context otherwise indicates, words importing the singular number shall include the plural and vice versa, and words importing Persons shall include firms, associations and corporations, including governmental entities, as well as natural Persons.

(c) Wherever in this Indenture it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(d) All references in this instrument to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

(e) The Table of Contents and the Article and Section headings of this Indenture shall not be treated as a part of this Indenture or as affecting the true meaning of the provisions hereof.

(f) Whenever an item or items are listed after the word "including," such listing is not intended to be a listing that excludes items not listed.

Section 103. Date of Indenture. The dating of this Indenture as of [*Date*], 2026, is intended as and for the convenient identification of this Indenture only and is not intended to indicate that this Indenture was executed and delivered on said date, this Indenture being executed and delivered and becoming effective simultaneously with the initial issuance of the Bonds.

ARTICLE II

THE BONDS

Section 201. Title and Amount of Bonds. No Bonds may be issued under this Indenture except in accordance with the provisions of this Article. The Bonds authorized to be issued under this Indenture shall be designated as the "City of St. Charles, Missouri, Taxable Industrial Revenue Bonds (First Capitol Place Redevelopment Project), Series 2026." The maximum total principal amount of Bonds that may be issued hereunder is hereby expressly limited to $25,000,000.

Section 202. Nature of Obligation. The Bonds and the interest thereon shall be special obligations of the City payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease and not from any other fund or source of the City. The Bonds are secured by a pledge and assignment of the Trust Estate to the Trustee in favor of the Owners, as provided in this Indenture. The Bonds and the interest thereon shall not constitute general obligations of the City, the State or any political subdivision thereof, and none of the City, the State or any political subdivision thereof shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional, charter or statutory debt limitation or restriction and are not payable in any manner by taxation.

Section 203. Denomination, Number and Dating of the Bonds.

(a) The Bonds shall be issuable in the form of one fully-registered Bond, in substantially the form set forth in **Exhibit B**, in the denomination of $0.01 or any multiple thereof.

(b) The Bonds shall be dated by the Trustee as of the date of initial delivery thereof as provided herein. If the Bonds are at any time thereafter transferred, any replacement Bonds shall be dated as of the date of authentication thereof.

Section 204. Method and Place of Payment of Bonds.

(a) The principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for payment of public and private debts.

(b) Payment of the principal of the Bonds shall be made upon the presentation and surrender of such Bonds at the principal payment office of the Paying Agent named in the Bonds. The payment of principal of the Bonds shall be noted on the Bonds on **Schedule I** thereto and the registration books maintained by the Trustee pursuant to **Section 206**. Payment of the interest on the Bonds shall be made by the Trustee on each Payment Date to the Person appearing on the registration books of the Trustee hereinafter provided for as the Owner thereof on the 15th day (whether or not a Business Day) of the calendar month next preceding such Payment Date by check or draft mailed to such Owner at such Owner's address as it appears on such registration books.

(c) The Bonds and the original **Schedule I** thereto shall be held by the Trustee in trust, unless otherwise directed in writing by the Owner. If the Bonds are held by the Trustee, the Trustee shall, on each Payment Date, send a revised copy of **Schedule I** via facsimile or other electronic means to the Owner, the Company (if not the Owner) and the City. Absent manifest error, the amounts shown on **Schedule I** as noted by the Trustee shall be conclusive evidence of the principal amount paid on the Bonds.

(d) If there is one Owner of the Bonds, the Trustee is authorized to make the final or any interim payment of principal of such Bonds by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated in writing by such Owner and located in the United States. The Trustee is also authorized to make interest payments on such Bonds by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated by such Owner and located in the United States.

(e) If the Company or any Financing Party is the sole Owner of the Bonds, then the Company, as lessee under the Lease, may set-off its obligation to the City to pay Basic Rent under the Lease against the City's obligation to the Company (or such Financing Party), as bondholder, to pay principal of and interest on the Bonds under this Indenture. The Trustee may conclusively rely on the absence of any written notice from the Company to the contrary as evidence that such set-off has occurred and that pursuant to the set-off, the Company, as lessee under the Lease, is deemed to have paid its obligation to the City to pay Basic Rent under the Lease and the City is deemed to have paid its obligation to the Company (or such Financing Party), as bondholder, to pay principal of and interest on the Bonds under this Indenture. On the final Payment Date, the Company may deliver the Bonds to the Trustee for cancellation, and the Company shall receive a credit against the Basic Rent payable by the Company under **Section 5.1** of the Lease in an amount equal to the remaining principal of the Bonds so tendered for cancellation, plus accrued interest thereon.

Section 205. Execution and Authentication of Bonds.

(a) The Bonds shall be executed on behalf of the City by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk and shall have the corporate seal of the City affixed thereto or imprinted thereon. If any officer whose signature or facsimile thereof appears on the Bonds ceases to be such officer before the delivery of such Bonds, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such Person had remained in office until delivery. Any Bond may be signed by such Persons as at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such Persons may not have been such officers.

(b) The Bonds shall have endorsed thereon a Certificate of Authentication substantially in the form thereof set forth in **Exhibit B**, which shall be manually executed by the Trustee. No Bond shall be entitled to any security or benefit under this Indenture or shall be valid or obligatory for any purposes until such Certificate of Authentication has been duly executed by the Trustee. The executed Certificate of Authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Indenture. The Certificate of Authentication on any Bond shall be deemed to have been duly executed if signed by any authorized signatory of the Trustee.

Section 206. Registration, Transfer and Exchange of Bonds.

(a) The Trustee shall keep books for the registration and transfer of Bonds as provided in this Indenture.

(b) The Bonds may be transferred to an Approved Investor only upon the books kept for the registration and transfer of Bonds upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or such Owner's attorney or legal representative in such form as shall be satisfactory to the Trustee. In connection with any such transfer of the Bonds, the City and the Trustee shall receive an executed representation letter signed by the proposed assignee in substantially the form of **Exhibit C**. The Trustee has no duty or obligation to confirm that any transferee that provides such representation letter is an Approved Investor. Upon any such transfer, the City shall execute and the Trustee shall authenticate and deliver in exchange for such Bonds a new fully-registered Bond or Bonds, registered in the name of the transferee, of any denomination or denominations authorized by this Indenture, in an aggregate principal amount equal to the Outstanding principal amount of such Bonds, of the same maturity and bearing interest at the same rate.

(c) In all cases in which Bonds are exchanged or transferred hereunder the provisions of any legend restrictions on the Bonds shall be complied with and the City shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this Indenture. All Bonds surrendered in any such exchange or transfer shall forthwith be canceled by the Trustee. The City or the Trustee may make a reasonable charge for every such exchange or transfer of Bonds sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, and such charge shall be paid before any new Bond shall be delivered. Neither the City nor the Trustee shall be required to make any such exchange or transfer of Bonds during the 15 days immediately preceding a Payment Date on the Bonds or, in the case of any proposed redemption of Bonds, during the 15 days immediately preceding the selection of Bonds for such redemption or after such Bonds or any portion thereof has been selected for redemption.

(d) If any Owner fails to provide a certified taxpayer identification number to the Trustee, the Trustee may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure, which amount may be deducted by the Trustee from amounts otherwise payable to such Owner under such Owner's Bond.

Section 207. Persons Deemed Owners of Bonds. As to any Bond, the Person in whose name the same is registered as shown on the bond registration books required by **Section 206** shall be deemed and regarded as the absolute owner thereof for all purposes. Payment of or on account of the principal of and interest on any such Bond shall be made only to or upon the order of the Owner thereof or a legal representative thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

Section 208. Authorization of the Bonds.

(a) The Bonds are authorized in the aggregate maximum principal amount of $25,000,000 for the purpose of providing funds to pay Project Costs, which Bonds shall be designated the "City of St. Charles, Missouri, Taxable Industrial Revenue Bonds (First Capitol Place Redevelopment Project), Series 2026." The Bonds shall be dated as provided in **Section 203(b)**, shall become due on the Completion Date (subject to prior redemption as provided in **Article III**) and shall bear interest as specified in **Section 208(f)**, payable on the dates specified in **Section 208(f)**.

(b) The Trustee is hereby designated as the Paying Agent. The Owners of a majority of Bonds then-Outstanding may designate a different Paying Agent upon written notice to the City and the Trustee.

(c) The Bonds shall be executed without material variance from the form and in the manner set forth in **Exhibit B** and delivered to the Trustee for authentication. Prior to or simultaneously with the authentication and delivery of the Bonds by the Trustee, there shall be filed with the Trustee the following:

(1) a copy of the Ordinance;

(2) executed counterparts of this Indenture, the Base Lease, the Lease and the Bond Purchase Agreement;

(3) a representation letter from the Purchaser in substantially the form attached as **Exhibit C**;

(4) a request and authorization to the Trustee on behalf of the City, executed by an Authorized City Representative, to authenticate the Bonds and deliver the same to or at the written direction of the Purchaser upon payment to the Trustee, for the account of the City, of the purchase price thereof specified in the Bond Purchase Agreement. The Trustee shall be entitled to conclusively rely upon such request and authorization as to the name of the Purchaser and the amount of such purchase price; and

(5) such other certificates, statements, receipts and documents as the Trustee shall reasonably require for the delivery of the Bonds.

In authenticating Bonds, the Trustee makes no certification or representation that the Bonds have been validly issued or constitute legally binding obligations of the City.

(d) When the documents specified in subsection (c) of this Section have been filed with the Trustee, and when the Bonds have been executed and authenticated as required by this Indenture, either:

(1) the Purchaser shall pay the Closing Price to the Trustee, and the Trustee shall endorse the Bonds in an amount equal to the Closing Price and then either hold the Bonds in trust or if so directed in writing deliver the Bonds to or upon the order of the Purchaser; or

(2) the Company shall submit a requisition certificate in accordance with **Section 4.4** of the Lease, in an amount equal to the Closing Price, and the Trustee shall endorse the Bonds in an amount equal to the Closing Price and then either hold the Bonds in trust or if so directed in writing deliver the Bonds to the Company (or another purchaser designated by the Company).

In either case, the Purchaser shall be deemed to have paid over to the Trustee, and the Trustee shall be deemed to have deposited into the Project Fund, an amount equal to the Closing Price.

(e) Following the initial issuance and delivery of the Bonds, the Company may submit additional requisition certificates in accordance with **Section 4.4** of the Lease. If the Purchaser does not pay to the Trustee the amount set forth in the requisition certificates, the Purchaser will be deemed to have advanced an amount equal to the amount set forth in the requisition certificates, and if the Trustee is holding the Bonds, the Trustee shall endorse the Bonds in an amount equal to the amount set forth in the requisition certificates. The date of endorsement of each Principal Amount Advanced as set forth on **Schedule I** to the Bonds shall be the date of the City's approval of each requisition certificate. The Trustee shall keep a record of the total requisitions submitted for the Project and shall notify the City if the requisitions submitted exceed the maximum principal amount of the Bonds.

(f) The Bonds shall bear interest at the rate of 5.0% per annum on the Cumulative Outstanding Principal Amount of the Bonds. Such interest shall be payable in arrears on each December 1, commencing on December 1, 2026, and continuing thereafter until the Cumulative Outstanding Principal Amount is paid in full, but not later than the Completion Date. Interest shall be calculated on the basis of a year of 360 days consisting of 12 months of 30 days each.

(g) The Trustee shall keep and maintain a record of the amount deposited or deemed to be deposited into the Project Fund pursuant to the terms of this Indenture as the "Principal Amount Advanced" and shall enter the aggregate principal amount of the Bonds then-Outstanding on its records as the "Cumulative Outstanding Principal Amount." If the Trustee is holding the Bonds, such advanced amounts shall be reflected on **Schedule I** to the Bonds. To the extent that advances are deemed to have been made pursuant to requisition certificates, the Trustee's records of such advances shall be based solely on the requisition certificates provided to it. On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the Owners, pursuant to the redemption provisions of this Indenture, the Trustee shall enter on its records and **Schedule I** to the Bonds (if the Trustee is holding the Bonds) the principal amount paid on the Bonds as the "Principal Amount Redeemed" and shall enter the then-Outstanding principal amount of the Bonds as the "Cumulative Outstanding Principal Amount." The records maintained by the Trustee as to amounts deposited into the Project Fund or principal amounts paid on the Bonds shall be the official records of the Cumulative Outstanding Principal Amount for all purposes, absent manifest error, and shall be in substantially the form of the Table of Cumulative Outstanding Principal Amount as set out in the form of Bonds in **Exhibit B**. To the extent the Company, as lessee under the Lease, sets off its obligation to the City against the City's obligation to the Company, as bondholder, as permitted by **Section 204(e)**, the Trustee shall not be required to confirm that such set-off has occurred. If any moneys are deposited by the Trustee into the Project Fund, then the Trustee shall provide a statement of receipts

and disbursements with respect thereto to the City and the Company on a monthly basis. After the Project has been completed and the certificate of payment of all costs is filed as provided in **Section 4.5** of the Lease, the Trustee, to the extent it has not already done so pursuant to this Section or **Section 1012**, shall file a final statement of receipts and disbursements with respect thereto with the City and the Company.

Section 209. Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond becomes mutilated or is lost, stolen or destroyed, the City shall execute and the Trustee shall authenticate and deliver a new Bond of like series, date and tenor as the Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the City and the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to the Trustee to save and hold each of the City and the Trustee harmless. If any such Bond has matured, instead of delivering a substitute Bond, the Trustee may pay the same without surrender thereof. Upon the issuance of any substitute Bond, the City and the Trustee may require the payment of an amount sufficient to reimburse the City and the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

Section 210. Cancellation and Destruction of Bonds Upon Payment.

(a) All Bonds that have been paid or redeemed or that the Trustee has purchased or that have otherwise been surrendered to the Trustee under this Indenture, either at or before maturity, shall be canceled by the Trustee immediately upon the payment, redemption or purchase of such Bonds and the surrender thereof to the Trustee.

(b) All Bonds canceled under any of the provisions of this Indenture shall be destroyed by the Trustee in accordance with applicable laws and regulations and the Trustee's policies and practices. The Trustee shall execute a certificate describing the Bonds so destroyed and shall file executed counterparts of such certificate with the City and the Company.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds.

(a) The Bonds are subject to redemption and payment at any time before the stated maturity thereof, at the option of the City, upon written instructions from the Company, (1) in whole, if the Company exercises its option to purchase the Project and deposits an amount sufficient to effect such purchase pursuant to the Lease on the applicable redemption date, or (2) in part, if the Company prepays additional Basic Rent pursuant to the Lease. If only a portion of the Bonds are to be redeemed, (A) Bonds aggregating at least 10% of the maximum aggregate principal amount of Bonds authorized hereunder shall not be subject to redemption and payment before the stated maturity thereof, and (B) the Trustee shall keep a record of the amount of Bonds to remain Outstanding following such redemption. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date.

(b) The Bonds are subject to mandatory redemption, in whole or in part, to the extent of amounts deposited in the Bond Fund pursuant to **Section 9.1(f)** or **9.2(c)** of the Lease, in the event of

substantial damage to or destruction or condemnation of substantially all of the Project. Bonds to be redeemed pursuant to this paragraph shall be called for redemption by the Trustee on the earliest practicable date for which timely notice of redemption may be given as provided hereunder. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date. Before giving notice of redemption to the Owners pursuant to this paragraph (b), money in an amount equal to the redemption price shall have been deposited in the Bond Fund.

(c) At its option, the Company may deliver to the Trustee for cancellation any Bonds owned by the Company or any Financing Party and not previously paid, and the Company shall receive a credit against the amounts payable by the Company for the redemption of such Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest.

Section 302. Effect of Call for Redemption. Before or on the date fixed for redemption, funds, Government Securities, or a combination thereof, shall be placed with the Trustee which are sufficient to pay the Bonds called for redemption and accrued interest thereon, if any, to the redemption date. Upon the happening of the above conditions and appropriate written notice having been given, the Bonds or the portions of the principal amount of Bonds thus called for redemption shall cease to bear interest on the specified redemption date, shall no longer be entitled to the protection, benefit or security of this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture. If the Bonds are fully redeemed before maturity and an amount of money equal to the Trustee's and the Paying Agent's agreed to fees and expenses hereunder accrued and to accrue in connection with such redemption is paid or provided for, the City shall, at the Company's direction, deliver to the Company the items described in **Section 11.2** of the Lease.

Section 303. Notice of Redemption. If the Bonds are to be called for redemption as provided in **Section 301(a)**, the Company shall deliver written notice to the City and the Trustee that it has elected to redeem all or a portion of the Bonds at least 40 days (10 days if there is one Owner) before the scheduled redemption date. The Trustee shall then deliver written notice to the Owners at least 30 days (five days if there is one Owner) before the scheduled redemption date by first-class mail (or facsimile or other electronic communication, if there is one Owner) stating the date upon which the Bonds will be redeemed and paid, unless such notice period is waived by the Owners in writing.

ARTICLE IV

FORM OF BONDS

Section 401. Form Generally. The Bonds and the Trustee's Certificate of Authentication to be endorsed thereon shall be issued in substantially the forms set forth in **Exhibit B**. The Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any custom, usage or requirements of law with respect thereto.

ARTICLE V

CUSTODY AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Funds. There are hereby created and ordered to be established in the custody of the Trustee the following special trust funds in the name of the City:

(a) "City of St. Charles, Missouri, Series 2026 Project Fund -- First Capitol Place Redevelopment Project" (herein called the "Project Fund").

(b) "City of St. Charles, Missouri, Series 2026 Bond Fund -- First Capitol Place Redevelopment Project" (herein called the "Bond Fund").

Section 502. Deposits into the Project Fund. The proceeds of the sale of the Bonds (whether actually paid or deemed paid under **Section 208(d)**), including Additional Payments (as defined in the Bond Purchase Agreement), when received, excluding such amounts required to be paid into the Bond Fund pursuant to **Section 601**, shall be deposited by the Trustee into the Project Fund. Any money received by the Trustee from any other source for the purpose of purchasing, constructing and installing the Project shall, pursuant to any written directions from the Person depositing such moneys, also be deposited into the Project Fund.

Section 503. Disbursements from the Project Fund.

(a) The moneys in the Project Fund shall be disbursed by the Trustee for the payment of, or reimbursement to the Company (or any other Person that has made payment on behalf of the Company) for payment of, Project Costs upon receipt of requisition certificates signed by the Company and approved by the City in accordance with the provisions of **Article IV** of the Lease. The Trustee hereby covenants and agrees to disburse such moneys in accordance with such provisions.

(b) If, pursuant to **Section 208(d)** or **(e)**, the Trustee is deemed to have deposited into the Project Fund the amount specified in a requisition certificate submitted by the Company, the Trustee shall, upon endorsement of the Bonds in an equal amount, be deemed to have disbursed such funds from the Project Fund to the Company (or such other purchaser designated by the Company) in satisfaction of such requisition certificate.

(c) In paying any requisition certificate under this Section, the Trustee may rely as to the completeness and accuracy of all statements in such requisition certificate if such requisition certificate is signed by an Authorized Company Representative and approved by an Authorized City Representative without inquiry or investigation. It is understood that the Trustee shall not be required to make any inspections of the Project, nor any improvements with respect thereto, make any provision to obtain completion bonds, mechanic's or materialman's lien releases or otherwise supervise the Project. The approval of each requisition certificate by an Authorized Company Representative and an Authorized City Representative shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent to the payment of the specified amounts from the Project Fund have been completed. If the City so requests in writing, a copy of each requisition certificate submitted to the Trustee for payment under this Section shall be promptly provided by the Trustee to the City. The City hereby authorizes and directs the Trustee to make disbursements in the manner and as provided for by the aforesaid provisions of the Lease.

Section 504. Completion of the Project. The completion of the purchase and construction of the Project and payment of all costs and expenses incident thereto shall be evidenced by the filing with the

Trustee of the certificate required by the provisions of **Section 4.5** of the Lease. As soon as practicable after the Completion Date, any balance remaining in the Project Fund shall without further authorization be transferred by the Trustee to the Bond Fund and applied as provided in **Section 4.6** of the Lease.

Section 505. Disposition Upon Acceleration. If the principal of the Bonds has become due and payable pursuant to **Section 902**, upon the date of payment by the Trustee of any moneys due as hereinafter provided in **Article IX**, any balance remaining in the Project Fund shall without further authorization be deposited in the Bond Fund by the Trustee, with advice to the City and the Company of such action.

ARTICLE VI

REVENUES AND FUNDS

Section 601. Deposits into the Bond Fund.

(a) The Trustee shall deposit into the Bond Fund, as and when received, (1) all accrued interest on the Bonds, if any, paid by the Purchaser; (2) all Basic Rent payable by the Company to the City specified in **Section 5.1** of the Lease; (3) any Additional Rent payable by the Company specified in **Section 5.2** of the Lease; (4) any amount in the Project Fund to be transferred to the Bond Fund pursuant to **Section 504** upon completion of the Project or pursuant to **Section 505** upon acceleration of the Bonds; (5) subject to the terms and conditions of any Financing Documents with respect to the use thereof, the balance of any Net Proceeds of condemnation awards or insurance received by the Trustee pursuant to **Article IX** of the Lease; (6) the amounts to be deposited in the Bond Fund pursuant to **Sections 9.1(f)** and **9.2(c)** of the Lease; (7) all interest and other income derived from the investment of Bond Fund moneys as provided in **Section 702**; and (8) all other moneys received by the Trustee under and pursuant to any of the provisions of the Lease when accompanied by written directions from the Person depositing such moneys that such moneys are to be paid into the Bond Fund.

(b) The Trustee shall notify the Company in writing, at least 15 days before each date on which a payment is due under **Section 5.1** of the Lease, of the amount that is payable by the Company pursuant to such Section.

Section 602. Application of Moneys in the Bond Fund.

(a) Except as provided in **Section 604** and **Section 908** hereof and **Section 4.6** of the Lease, moneys in the Bond Fund shall be expended solely for the payment of the principal of and interest on the Bonds as the same matures and becomes due or upon the redemption thereof before maturity; provided, however, that any amounts received by the Trustee as Additional Rent under **Section 5.2** of the Lease and deposited to the Bond Fund as provided in **Section 601** above shall be expended by the Trustee for such items of Additional Rent as they are received or due without further authorization from the City.

(b) The City hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay the principal of and interest on the Bonds as the same becomes due and payable and to make said funds so withdrawn available to the Paying Agent for the purpose of paying said principal and interest. To the extent the Company is the Owner of all of the Bonds Outstanding, payment may be made via transaction entry on the trust records held by Trustee.

(c) Whenever the amount in the Bond Fund from any source whatsoever is sufficient to redeem all of the Bonds Outstanding and to pay interest to accrue thereon before and until such redemption, the City covenants and agrees, upon request of the Company, to take and cause to be taken the necessary steps to redeem all such Bonds on the next succeeding redemption date for which the required redemption notice may be given or on such later redemption date as may be specified by the Company. The Trustee may use any moneys in the Bond Fund to redeem a part of the Bonds Outstanding in accordance with and to the extent permitted by **Article III** so long as the Company is not in default with respect to any payments under the Lease and to the extent said moneys are in excess of the amount required for payment of Bonds theretofore matured or called for redemption and past due interest, if any, in all cases when such Bonds have not been presented for payment.

(d) After payment in full of (1) the principal of and interest, if any, on the Bonds (or provision has been made for the payment thereof as provided in this Indenture), (2) the fees, charges and expenses of the Trustee, the City and the Paying Agent and (3) any other amounts required to be paid under this Indenture and the Lease, all amounts remaining in the Bond Fund shall be paid to the Company upon the expiration or sooner termination of the Lease.

Section 603. Payments Due on Days Other than Business Days. In any case where the date of maturity of principal of or interest, if any, on the Bonds or the date fixed for redemption of any Bonds is not a Business Day, then payment of principal or interest, if any, need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest, if any, shall continue to accrue for the period after such date.

Section 604. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond have been made available to the Trustee, all liability of the City to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due, whether at maturity or otherwise, the Trustee shall without liability for interest thereon repay to the Company the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Company, and the Owner thereof may look only to the Company for payment, and then only to the extent of the amount so repaid, and the Company shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

ARTICLE VII

SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 701. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for account of the Bond Fund or the Project Fund under any provision of this Indenture, and all moneys deposited with or paid to the Paying Agent under any provision of this Indenture, shall be held by the Trustee or the Paying Agent in trust and shall be applied only in accordance with the provisions of this Indenture and the Lease, and, until used or applied as herein provided, shall constitute part of the Trust

Estate and be subject to the lien hereof. Neither the Trustee nor the Paying Agent shall be under any liability for interest on any moneys received hereunder except as may be agreed upon in writing.

Section 702. Investment of Moneys in Project Fund and Bond Fund. Moneys held in the Project Fund and the Bond Fund shall, pursuant to written direction of the Company, signed by an Authorized Company Representative, be separately invested and reinvested by the Trustee in Investment Securities which mature or are subject to redemption by the Owner before the date such funds will be needed. If the Company fails to provide written directions concerning the investment of moneys held in the Project Fund and the Bond Fund, the Trustee shall hold such amounts uninvested in cash. The Trustee may conclusively rely upon the Authorized Company Representative's written instructions as to both the suitability and legality of the directed investments and such written direction shall be deemed to be a certification that such directed investments constitute Investment Securities. The Trustee is specifically authorized to implement its automated cash investment system to assure that cash on hand is invested and to charge its normal cash management fees and cash sweep account fees, which may be deducted from income earned on investments; provided that any such fees shall not exceed the interest income on the investment. The Trustee shall be provided ample time to clear any such fees that exceed the interest income on the investment. Any such Investment Securities shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund in which such moneys are originally held, and the interest accruing thereon and any profit realized from such Investment Securities shall be credited to such fund, and any loss resulting from such Investment Securities shall be charged to such fund. After the Trustee has notice pursuant to **Section 1001(h)** of the existence of an Event of Default, the Trustee shall direct the investment of moneys in the Bond Fund and the Project Fund. The Trustee shall sell and reduce to cash a sufficient amount of such Investment Securities whenever the cash balance in any fund is insufficient for the purposes of such fund. In determining the balance in any fund, investments in such fund shall be valued at the lower of their original cost or their fair market value as of the most recent Payment Date. The Trustee may make any and all investments permitted by the provisions of this Section through its own bond department or any affiliate or short-term investment department.

Section 703. Record Keeping. The Trustee shall maintain records designed to show compliance with the provisions of this Article and with the provisions of **Article VI** for at least six months after the payment of all of the Bonds.

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

Section 801. Payment of Principal and Interest. The City covenants and agrees that it will, but solely from the rents, revenues and receipts derived from the Project and the Lease as described herein, deposit or cause to be deposited in the Bond Fund sufficient sums payable under the Lease promptly to meet and pay the principal of and interest on the Bonds as they become due and payable at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof. Nothing herein shall be construed as requiring the City to operate the Project as a business other than as lessor or to use any funds or revenues from any source other than funds and revenues derived from the Project.

Section 802. Authority to Execute Indenture and Issue Bonds. The City covenants that it is duly authorized under the Constitution and laws of the State to execute this Indenture, to lease the Project, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth;

that all action on its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and effectively taken; and that the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the City according to the import thereof.

Section 803. Performance of Covenants. The City covenants that it will faithfully perform or cause to be performed at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds and in all proceedings of its City Council pertaining thereto. The Trustee may take such action as it deems appropriate to enforce all such covenants, undertakings, stipulations and provisions of the City hereunder.

Section 804. Instruments of Further Assurance. The City covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such further acts and such Supplemental Indentures, instruments, financing statements and other documents as the Trustee may reasonably require for the better pledging and assigning unto the Trustee the property and revenues herein described to the payment of the principal of and interest, if any, on the Bonds, upon being first indemnified by the Company for the cost thereof. The City covenants and agrees that, except as herein and in the Lease provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Project or the rents, revenues and receipts derived therefrom or from the Lease, or its rights under the Lease.

Section 805. Recordings and Filings. The City shall file or cause to be kept and filed all financing statements and hereby authorizes and directs the Trustee to file or cause to be kept and filed continuation statements with respect to such originally filed financing statements related to this Indenture and all supplements hereto to fully preserve and protect the security of the Owners and the rights of the Trustee hereunder. The City will cooperate in causing this Indenture and all Supplemental Indentures, the Lease and all Supplemental Leases, the Base Lease and all other security instruments to be recorded and filed in such manner and in such places as may be required by law to fully preserve and protect the security of the Owners and the rights of the Trustee hereunder. The Trustee shall file continuation statements with respect to each Uniform Commercial Code financing statement relating to the Trust Estate filed by the City at the time of the issuance of the Bonds; provided that a copy of the filed initial financing statement is timely delivered to the Trustee. In addition, unless the Trustee has been notified in writing by the City that any such initial filing or description of collateral was or has become defective, the Trustee shall be fully protected in (a) relying on such initial filing and description of collateral in filing any continuation statement or modification thereto pursuant to this Section, and (b) filing any continuation statement in the same filing office as the initial filing was made. The Company shall be responsible for the customary fees charged by the Trustee for the preparation and filing of continuation statements and for the reasonable costs incurred by the Trustee in the preparation and filing of all continuation statements hereunder, including attorneys' fees and expenses. These fees shall be considered "extraordinary services" fees.

Section 806. Inspection of Project Books. The City covenants and agrees that all books and documents in its possession relating to the Project and the rents, revenues and receipts derived from the Project shall at all times be open to inspection by such accountants or other agents as the Trustee may from time to time designate.

Section 807. Enforcement of Rights Under the Lease. The Trustee, as assignee, transferee, pledgee and owner of a security interest under this Indenture, in its name or in the name of the City, may enforce all assigned rights of the City and the Trustee and all obligations of the Company under and pursuant to the Lease for and on behalf of the Owners, whether or not the City is in default hereunder.

ARTICLE IX

DEFAULT AND REMEDIES

Section 901. Events of Default; Notice; Opportunity to Cure. If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) Default in the due and punctual payment of the principal of any Bond, whether at the stated maturity or accelerated maturity thereof, or at any date fixed for the redemption thereof;

(b) Default in the due and punctual payment of the interest on any Bond, whether at the stated maturity or accelerated maturity thereof, or at any date fixed for the redemption thereof;

(c) Default as specified in **Section 12.1** of the Lease has occurred; or

(d) Default in the performance, or breach, of any other covenant or agreement under this Indenture.

No default specified above shall constitute an Event of Default until the City, the Trustee or the Owners of 25% in aggregate principal amount of all Bonds Outstanding has given actual notice of such default by registered or certified mail or a recognized overnight delivery service to the Company and any Financing Party, and the Company and any Financing Party have had 30 days after receipt of such notice to correct said default or cause said default to be corrected and has not corrected said default or caused said default to be corrected within such period; provided, however, if any such default (other than a default in the payment of any money) is such that it cannot be corrected within such period, it shall not constitute an Event of Default if corrective action is instituted by the Company or any Financing Party within such period and diligently pursued until the default is corrected. Nothing herein shall constitute an obligation on any Financing Party to cure defaults hereunder.

Section 902. Acceleration of Maturity in Event of Default.

(a) If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, the Trustee may, and upon the written request of the City or the Owners of not less than 25% in aggregate principal amount of Bonds then-Outstanding, shall, by notice in writing delivered to the City, each Financing Party and the Company, declare the principal of all Bonds then-Outstanding and the interest accrued thereon immediately due and payable, and such principal and interest and all other amounts due hereunder shall thereupon become and be immediately due and payable.

(b) If, at any time after such declaration, but before the Bonds have matured by their terms, all overdue installments of principal and interest upon the Bonds, together with the reasonable and proper expenses of the Trustee, and all other sums then payable by the City under this Indenture are either paid or provisions satisfactory to the Trustee are made for such payment, then and in every such case the Trustee shall, but only with the written approval of a majority of the Owners of the Bonds then-Outstanding, rescind such declaration and annul such default in its entirety. In such event, the Trustee shall rescind any declaration of acceleration of installments of rent payments on the Bonds as provided in **Section 11.1** of the Lease.

(c) In case of any rescission, then and in every such case the City, the Trustee, the Company and the Owners shall be restored to their former positions and rights hereunder, respectively, but no such

rescission shall extend to any subsequent or other default or Event of Default or impair any right consequent thereon.

Section 903. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession. If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, the City, upon demand of the Trustee, shall forthwith surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers and accounts of the City pertaining thereto, and including the rights and the position of the City under the Lease, and to hold, operate and manage the same, and from time to time make all needful repairs and improvements. The Trustee may lease the Project or any part thereof, in the name and for the account of the City, and collect, receive and sequester the rents, revenues and receipts therefrom, and out of the same and any moneys received from any receiver of any part thereof, pay and set up proper reserves for the payment of all proper costs and expenses of so taking, holding and managing the same, including without limitation (a) reasonable compensation to the Trustee, its agents and counsel, (b) any reasonable charges of the Trustee hereunder, (c) any taxes and assessments and other charges before the lien of this Indenture, and (d) all expenses of such repairs and improvements. The Trustee shall apply the remainder of the moneys so received in accordance with the provisions of **Section 908**. Whenever all that is due upon the Bonds has been paid and all defaults cured, the Trustee shall surrender possession of the Trust Estate to the City, its successors or assigns, the same right of entry, however, to exist upon any subsequent Event of Default. While in possession of such property, the Trustee shall render annually to the City and the Company a summarized statement of receipts and expenditures in connection therewith.

Section 904. Appointment of Receivers in Event of Default. If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and the Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate or any part thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 905. Exercise of Remedies by the Trustee.

(a) Upon the occurrence of an Event of Default, the Trustee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of and interest on the Bonds then-Outstanding and all other amounts due hereunder, and to enforce and compel the performance of the duties and obligations of the City or the Company as herein set forth or as set forth in the Lease, respectively.

(b) If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, and if requested in writing to do so by (1) the City (in the case of an Event of Default pursuant to **Section 12.1(a)** (but only as it relates to Additional Rent), **(b)** (but only as it relates to Unassigned Rights), **(c)** or **(d)** of the Lease), or (2) the Owners of 25% in aggregate principal amount of Bonds then-Outstanding and indemnified as provided in **Section 1001(l)**, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, shall deem most expedient and in the interests of the City or the Owners, as the case may be.

(c) All rights of action under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as

Trustee without necessity of joining as plaintiffs or defendants any Owners, and any recovery of judgment shall, subject to the provisions of **Section 908**, be for the equal benefit of all the Owners of the Outstanding Bonds.

Section 906. Limitation on Exercise of Remedies by Owners. No Owner shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless (a) a default has occurred of which the Trustee has been notified as provided in **Section 1001(h)** or of which by said subsection the Trustee is deemed to have notice, (b) such default has become an Event of Default, (c) the Owners of 25% in aggregate principal amount of Bonds then-Outstanding have made written request to the Trustee, have offered it reasonable opportunity either to proceed for such reasonable period not to exceed 60 days following such notice and to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and have offered to the Trustee indemnity as provided in **Section 1001(l)**, and (d) the Trustee thereafter fails or refuses to exercise the powers herein granted or to institute such action, suit or proceeding in its own name; such notification, request and offer of indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more Owners shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all Bonds then-Outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Owner to payment of the principal of and interest on any Bond at and after the maturity thereof or the obligation of the City to pay the principal of and interest on each of the Bonds issued hereunder to the respective Owners thereof at the time, place, from the source and in the manner herein and in the Bonds expressed.

Section 907. Right of Owners to Direct Proceedings.

(a) The Owners of a majority in aggregate principal amount of Bonds then-Outstanding may, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, including **Section 1001(l)**.

(b) Notwithstanding any provision in this Indenture to the contrary, including paragraph (a) of this Section, the Owners shall not have the right to control or direct any remedies hereunder upon an Event of Default under **Section 12.1(a)** (but only as it relates to Additional Rent), **(b)** (but only as it relates to Unassigned Rights), **(c)** or **(d)** of the Lease.

Section 908. Application of Moneys in Event of Default.

(a) All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall be applied first to the costs and expenses of the proceedings resulting in the collection of such moneys and to the fees, expenses, liabilities and advances incurred or made by the Trustee (including any attorneys' fees and expenses) or amounts to be paid pursuant to **Section 903** and second to any obligations outstanding under the Lease. Any remaining moneys shall be deposited in the Bond Fund, and all moneys in the Bond Fund shall be applied as follows:

(1) Unless the principal of all the Bonds has become or has been declared due and payable, all such moneys shall be applied:

FIRST -- To the payment to the Persons entitled thereto of all installments of interest, if any, then due and payable on the Bonds, in the order in which such installments of interest became due and payable, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment, ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege;

SECOND -- To the payment to the Persons entitled thereto of the unpaid principal of any of the Bonds which have become due and payable (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment, ratably, according to the amount of principal due on such date, to the Persons entitled thereto, without any discrimination or privilege.

(2) If the principal of all the Bonds has become due or has been declared due and payable, all such moneys shall be applied to the payment of the principal and interest, if any, then due and unpaid on all of the Bonds, without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other installment of interest or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto, without any discrimination or privilege.

(3) If the principal of all the Bonds has been declared due and payable, and if such declaration thereafter has been rescinded and annulled under the provisions of **Section 910**, then, subject to the provisions of subsection (2) of this Section if the principal of all the Bonds later becomes due or is declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (1) of this Section.

(b) Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times and from time to time as the Trustee shall determine, having due regard to the amount of such moneys available and which may become available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be a Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue.

(c) Whenever all of the Bonds and interest thereon, if any, have been paid under the provisions of this Section, and all fees, expenses and charges of the City and the Trustee and any other amounts required to be paid under this Indenture and the Lease have been paid, any balance remaining in the Bond Fund shall be paid to the Company as provided in **Section 602**.

Section 909. Remedies Cumulative. No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Owners hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein;

every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient. If the Trustee has proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry, or otherwise, and such proceedings have been discontinued or abandoned for any reason, or have been determined adversely, then and in every such case the City, the Company, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 910. Waivers of Events of Default. The Trustee shall waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest, if any, on the Bonds, but only upon the written request of the Owners of at least 50% in aggregate principal amount of all the Bonds then-Outstanding, provided, however, that (a) there shall not be waived without the consent of the City an Event of Default hereunder arising from an Event of Default under **Section 12.1(a)** (but only as it relates to Additional Rent), **(b)** (but only as it relates to Unassigned Rights), **(c)** or **(d)** of the Lease, and (b) there shall not be waived without the consent of the Owners of all the Bonds Outstanding (1) any Event of Default in the payment of the principal of any Outstanding Bonds when due (whether at the date of maturity or redemption specified therein), or (2) any Event of Default in the payment when due of the interest on any such Bonds, unless before such waiver or rescission, all arrears of interest, or all arrears of payments of principal when due, as the case may be, and all reasonable expenses of the Trustee and the City (including reasonable attorneys' fees and expenses), in connection with such default, have been paid or provided for. In case of any such waiver or rescission, or in case any proceedings taken by the Trustee on account of any such default have been discontinued or abandoned or determined adversely, then and in every such case the City, the Company, the Trustee and the Owners shall be restored to their former positions, rights and obligations hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

ARTICLE X

THE TRUSTEE

Section 1001. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) The Trustee, before the occurrence of an Event of Default and after the curing or waiver of all Events of Default that may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If any Event of Default has occurred and is continuing, subject to **Section 1001(l)** below, the Trustee shall exercise such of the rights and powers vested in it by this Indenture and shall use the same degree of care and skill in their exercise as a prudent Person would exercise or use under the circumstances in the conduct of its own affairs.

(b) The Trustee undertakes to perform such duties as are specifically set forth in this Indenture, and in the absence of negligence or willful misconduct on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee. No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct. The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, affiliates, attorneys or

receivers and shall not be responsible for any misconduct or negligence on the part of any agent, attorney or receiver appointed or chosen by it with due care. The Trustee may conclusively rely upon and act or refrain from acting upon any opinion or advice of counsel, who may be counsel to the City or to the Company, concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such agents, attorneys and receivers as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction by it taken or omitted to be taken in good faith in reliance upon such opinion or advice of counsel addressed to the City and the Trustee.

(c) The Trustee shall not be responsible for any recital herein or in the Bonds (except with respect to the Certificate of Authentication of the Trustee endorsed on the Bonds), or except as provided in the Lease and particularly **Section 10.8** thereof, for the recording or rerecording, filing or refiling of this Indenture or any security agreement in connection therewith (excluding the continuation of Uniform Commercial Code financing statements), or for insuring the Project or collecting any insurance moneys, or for the validity of the execution by the City of this Indenture or of any Supplemental Indentures or instruments of further assurance, or for the sufficiency of the security for the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with **Article VII**.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated and delivered hereunder. The Trustee, in its individual or any other capacity, may become the Owner or pledgee of Bonds with the same rights that it would have if it were not the Trustee. The Trustee shall not be accountable for the use or application by the City or the Company of the proceeds of any of the Bonds or of any money paid to or upon the order of the City or the Company under any provision of this Indenture.

(e) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, affidavit, letter, telegram or other paper or document provided for under this Indenture believed by it to be genuine and correct and to have been signed, presented or sent by the proper Person or Persons. The Trustee may rely conclusively on any such document and shall not be required to make any independent investigation in connection therewith. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any Person who, at the time of making such request or giving such authority or consent is an Owner, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established before taking, suffering or omitting any action hereunder, the Trustee may rely upon a certificate signed by an Authorized City Representative or an Authorized Company Representative as sufficient evidence of the facts therein contained, and before the occurrence of a default of which the Trustee has been notified as provided in subsection (h) of this Section or of which by said subsection it is deemed to have notice, the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall only be answerable for its negligence or willful misconduct.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the City to cause to be made any of the payments to the Trustee required to be made in **Article VI**, unless the Trustee is specifically notified in writing of such default by the City or by the Owners of at least 25% in aggregate principal amount of all Bonds then-Outstanding.

(i) At any and all reasonable times and subject to the Company's reasonable and standard security procedures, the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives may, but shall not be required to, inspect any and all of the Project, and all books, papers and records of the Company pertaining to the Project and the Bonds, and to take such memoranda from and in regard thereto as may be desired. The Trustee shall treat all proprietary information of the Company as confidential.

(j) The Trustee shall not be required to give any bond or surety in respect of the execution of its trusts and powers hereunder or otherwise in respect of the Project.

(k) The Trustee may, but shall not be required to, demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property or the taking of any other action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee deemed desirable for the purpose of establishing the right of the City to the authentication of any Bonds, the withdrawal of any cash, the release of any property or the taking of any other action by the Trustee.

(l) Notwithstanding anything in this Indenture or the Lease to the contrary, before taking any action under this Indenture other than the payments from moneys on deposit in the Project Fund or the Bond Fund, as provided herein, the Trustee may require that satisfactory indemnity be furnished to it for the payment or reimbursement of all costs and expenses (including, without limitation, attorneys' fees and expenses) to which it may be put and to protect it against all liability which it may incur in or by reason of such action, except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.

(m) Notwithstanding any other provision of this Indenture to the contrary, any provision relating to the conduct of, or intended to provide authority to act, right to payment of fees and expenses, protection, immunity and indemnification to, the Trustee, shall be interpreted to include any action of the Trustee, whether it is deemed to be in its capacity as Trustee, bond registrar or Paying Agent.

(n) No provision of this Indenture or any other agreement executed in connection herewith shall require the Trustee to expend or risk its own funds or otherwise incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it has reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it.

(o) The Trustee agrees to accept and act on instructions or directions pursuant to this Indenture sent in the form of a signed document by the City or the Company, as the case may be,

by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that the City or the Company, respectively, shall provide to the Trustee an incumbency certificate listing designated Persons with the authority to provide such instructions, which incumbency certificate shall be amended whenever a Person is to be added or deleted from the listing. If the City or the Company, as applicable, elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee acts upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The City or the Company, as applicable, agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions and the risk of interception and misuse by third parties.

(p) In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, pandemics, epidemics, recognized public emergencies, quarantine restrictions, hacking or cyber-attacks, or other use or infiltration of the Trustee's technological infrastructure exceeding authorized access, or loss or malfunctions of, or interruptions to, utilities, communications or computer (software and hardware) services unless caused by the Trustee's negligence or willful misconduct; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

(q) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or other disclosure material prepared or distributed with respect to the Bonds and shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds.

Section 1002. Fees, Charges and Expenses of the Trustee. The Trustee shall be entitled to payment of and/or reimbursement for reasonable fees for its ordinary services rendered hereunder and all advances, agent and counsel fees and other ordinary expenses reasonably made or incurred by the Trustee in connection with such ordinary services. If it becomes necessary for the Trustee to perform extraordinary services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are caused by the negligence or willful misconduct of the Trustee, it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent for the Bonds. Pursuant to the provisions of **Section 5.2** of the Lease, the Company has agreed to pay to the Trustee all reasonable fees, charges and expenses of the Trustee under this Indenture. The Trustee agrees that the City shall have no liability for any reasonable fees, charges and expenses of the Trustee, and the Trustee agrees to look only to the Company for the payment of all reasonable fees, charges and expenses of the Trustee and the Paying Agent as provided in the Lease. Upon the occurrence of an Event of Default and during its continuance, the Trustee shall have a first lien with right of payment before payment on account of principal of or interest on any Bond, upon all moneys in its possession under any provisions hereof for the foregoing reasonable advances, fees, costs and expenses incurred. The Trustee's rights to compensation and indemnification shall survive its resignation or removal hereunder or the satisfaction and discharge of this Indenture and payment in full of the Bonds.

Section 1003. Notice to Owners if Default Occurs. If a default occurs of which the Trustee is by **Section 1001(h)** required to take notice or if notice of default is given as in said subsection (h) provided, then the Trustee shall give written notice thereof to the last known Owners of all Bonds then-Outstanding as shown by the bond registration books required by **Section 206** to be kept at the corporate trust office of the Trustee.

Section 1004. Intervention by the Trustee. In any judicial proceeding to which the City is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners, the Trustee may intervene on behalf of Owners and, subject to the provisions of **Section 1001(l)**, shall do so if requested in writing by the Owners of at least 25% of the aggregate principal amount of Bonds then-Outstanding.

Section 1005. Successor Trustee Upon Merger, Consolidation or Sale. With the prior written consent of the Company, any corporation or association into which the Trustee may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

Section 1006. Resignation of Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 30 days' written notice to the City, the Company and the Owners, and such resignation shall take effect at the end of such 30 days, or upon the earlier appointment of a successor Trustee by the Owners or by the City; provided, however, that in no event shall the resignation of the Trustee or any successor Trustee become effective until such time as a successor Trustee has been appointed and has accepted the appointment. If no successor has been appointed and accepted the appointment within 30 days after the giving of such notice of resignation, the Trustee may, at the Company's expense, petition any court of competent jurisdiction for the appointment of a successor Trustee. The Trustee's rights to indemnity and to any fees, charges or other amounts due and payable to it shall survive any such resignation.

Section 1007. Removal of Trustee. The Trustee may be removed at any time, with or without cause, by an instrument or concurrent instruments in writing (a) delivered to the Trustee, the City and the Company and signed by the Owners of a majority in aggregate principal amount of Bonds then-Outstanding, or (b) so long as no Event of Default under this Indenture or the Lease has occurred and is continuing, delivered to the Trustee, the City and the Owners and signed by the Company. The Trustee's rights to indemnity and to any fees, charges or other amounts due and payable to it shall survive any such removal.

Section 1008. Appointment of Successor Trustee. If the Trustee hereunder resigns or is removed, or otherwise becomes incapable of acting hereunder, or if it is taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Trustee (a) reasonably acceptable to the City may be appointed by the Company (so long as no Event of Default has occurred and is continuing), or (b) reasonably acceptable to the City and the Company may be appointed by the Owners of a majority in aggregate principal amount of Bonds then-Outstanding, by an instrument or concurrent instruments in writing; provided, nevertheless, that in case of any vacancy, the City, by an instrument executed and signed by its Mayor and attested by its City Clerk under its seal, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed in the manner above provided. Any such temporary Trustee so appointed by the City shall immediately and without further acts be

superseded by the successor Trustee so appointed as provided above. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing and qualified to accept such trusts with a corporate trust office in the State, and having, or whose obligations are guaranteed by a financial institution having, a reported capital, surplus and undivided profits of not less than $50,000,000. If no successor Trustee has been so appointed and accepted appointment in the manner herein provided, the Trustee, at the Company's expense, or any Owner may petition any court of competent jurisdiction for the appointment of a successor Trustee, until a successor has been appointed as above provided.

Section 1009. Vesting of Trusts in Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City and the Company an instrument in writing accepting such appointment hereunder, and thereupon such successor shall, without any further act, deed or conveyance, become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor and the duties and obligations of such predecessor hereunder shall thereafter cease and terminate; but such predecessor shall, nevertheless, on the written request of the City and upon payment of the outstanding fees and expenses owed to the predecessor Trustee, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder; every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the City be required by any predecessor or successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

Section 1010. Right of Trustee to Pay Taxes and Other Charges. If any tax, assessment or governmental or other charge upon, or insurance premium with respect to, any part of the Project is not paid as required herein or in the Lease, the Trustee may pay such tax, assessment or governmental or other charge or insurance premium, without prejudice, however, to any rights of the Trustee or the Owners hereunder arising in consequence of such failure; any amount at any time so paid under this Section, with interest thereon from the date of payment at the rate of 10% per annum, shall become an additional obligation secured by this Indenture, and the same shall be given a preference in payment over any payment of principal of or interest on the Bonds, and shall be paid out of the proceeds of rents, revenues and receipts collected from the Project, if not otherwise caused to be paid; but the Trustee shall be under no obligation to make any such payment unless it has been requested to do so by the Owners of at least 25% of the aggregate principal amount of Bonds then-Outstanding and has been provided adequate funds for the purpose of such payment.

Section 1011. Trust Estate May be Vested in Co-Trustee.

(a) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the State) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture or the Lease, and in particular in case of the enforcement of either this Indenture or the Lease upon the occurrence of an Event of Default or if the Trustee deems that by reason of any present or future law of any jurisdiction it cannot exercise any of the powers, rights or remedies herein granted to the Trustee, or take any other action which may be desirable or necessary in connection therewith, it may be necessary or desirable that the Trustee appoint an additional individual or institution as a co-trustee or separate trustee, and the Trustee is hereby authorized to appoint such co-trustee or separate trustee.

(b) If the Trustee appoints an additional individual or institution as a co-trustee or separate trustee (which appointment shall be subject to the approval of the Company), each and every remedy, power, right, claim, demand, cause of action, immunity, title, interest and lien expressed or intended by this Indenture to be exercised by the Trustee with respect thereto shall be exercisable by such co-trustee or separate trustee but only to the extent necessary to enable such co-trustee or separate trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such co-trustee or separate trustee shall run to and be enforceable by either of them.

(c) Should any deed, conveyance or instrument in writing from the City be required by the co-trustee or separate trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to such co-trustee or separate trustee such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

(d) If any co-trustee or separate trustee shall die, become incapable of acting, resign or be removed, all the properties, rights, powers, trusts, duties and obligations of such co-trustee or separate trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a successor to such co-trustee or separate trustee.

Section 1012. Accounting. The Trustee shall render an annual accounting for the period ending December 31 of each year to the City, the Company and any Owner requesting the same and, upon the request of the City, the Company or any Owner, at such Owner's expense, a monthly accounting to such party, showing in reasonable detail all financial transactions relating to the Trust Estate during the accounting period and the balance in any funds or accounts created by this Indenture as of the beginning and close of such accounting period.

Section 1013. Performance of Duties Under the Lease. The Trustee hereby accepts and agrees to perform the duties and obligations expressly assigned to it under the Lease.

ARTICLE XI

SUPPLEMENTAL INDENTURES

Section 1101. Supplemental Indentures Not Requiring Consent of Owners. The City and the Trustee may from time to time, without the consent of or notice to any of the Owners, enter into such Supplemental Indenture or Supplemental Indentures as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Indenture, or to make any other change which, in the judgment of the Trustee, is not to the material prejudice of the Trustee or the Owners (provided that in exercising such judgment, the Trustee may rely upon the advice or opinion of counsel);

(b) To grant to or confer upon the Trustee for the benefit of the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners or the Trustee or both of them;

(c) To more precisely identify any portion of the Project or to add additional property thereto;

(d) To conform this Indenture to amendments to the Lease made by the City and the Company; or

(e) To subject to this Indenture additional revenues, properties or collateral.

Section 1102. Supplemental Indentures Requiring Consent of Owners.

(a) Exclusive of Supplemental Indentures covered by **Section 1101** and subject to the terms and provisions contained in this Section, and not otherwise, the Owners of not less than a majority in aggregate principal amount of the Bonds then-Outstanding may, from time to time, anything contained in this Indenture to the contrary notwithstanding, consent to and approve the execution by the City and the Trustee of such other Supplemental Indenture or Supplemental Indentures as shall be deemed necessary and desirable by the City for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that without the consent of the Owners of 100% of the principal amount of the Bonds then-Outstanding, nothing in this Section contained shall permit or be construed as permitting (1) an extension of the maturity or a shortening of the redemption date of the principal of or interest, if any, on any Bond issued hereunder, or (2) a reduction in the principal amount of any Bond or the rate of interest thereon, if any, or (3) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (4) a reduction in the aggregate principal amount of Bonds the Owners of which are required for consent to any such Supplemental Indenture.

(b) If the City requests the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section, the Trustee shall cause notice of the proposed execution of such Supplemental Indenture to be mailed to each Owner as shown on the bond registration books required by **Section 206**. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as may be prescribed by the City following the mailing of such notice, the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

Section 1103. Company's Consent to Supplemental Indentures. Anything herein to the contrary notwithstanding, a Supplemental Indenture under this Article shall not become effective unless and until the Company has consented in writing to the execution and delivery of such Supplemental Indenture. The Trustee shall cause notice of the proposed execution and delivery of any Supplemental Indenture (regardless of whether it affects the Company's rights) together with a copy of the proposed Supplemental Indenture to be mailed to the Company and each Financing Party of which the Trustee has received written notice at least 15 days before the proposed date of execution and delivery of the Supplemental Indenture.

Section 1104. Opinion of Counsel. In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee and the City shall receive, and, shall be fully protected in relying upon, an opinion

of counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture and will, upon the execution and delivery thereof, be a valid and binding obligation of the City. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's rights, duties or immunities under this Indenture or otherwise.

ARTICLE XII

SUPPLEMENTAL LEASES

Section 1201. Supplemental Leases Not Requiring Consent of Owners. The City and the Trustee shall, without the consent of or notice to the Owners, consent to the execution of any Supplemental Lease or Supplemental Leases by the City and the Company as may be required (a) by the provisions of the Lease and this Indenture, (b) for the purpose of curing any ambiguity or formal defect or omission in the Lease, (c) so as to more precisely identify the Project or add additional property thereto or (d) in connection with any other change therein which, in the judgment of the Trustee, does not materially and adversely affect the Trustee or security for the Owners (provided that in exercising such judgment, the Trustee may rely upon the advice or opinion of counsel).

Section 1202. Supplemental Leases Requiring Consent of Owners. Except for Supplemental Leases as provided for in **Section 1201**, neither the City nor the Trustee shall consent to the execution of any Supplemental Lease or Supplemental Leases by the City or the Company without the mailing of notice and the obtaining of the written approval or consent of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding given and obtained as provided in **Section 1102**. If at any time the City and the Company shall request the consent of the Trustee to any such proposed Supplemental Lease, the Trustee shall cause notice of such proposed Supplemental Lease to be mailed in the same manner as provided in **Section 1102** with respect to Supplemental Indentures. Such notice shall briefly set forth the nature of such proposed Supplemental Lease and shall state that copies of the same are on file in the corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as may be prescribed by the City following the mailing of such notice, the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Lease shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the City or the Company from executing the same or from taking any action pursuant to the provisions thereof.

Section 1203. Opinion of Counsel. In executing or consenting to any Supplemental Lease permitted by this Article, the City and the Trustee shall receive, and shall be fully protected in relying upon, an opinion of counsel addressed to the Trustee and the City stating that the execution of such Supplemental Lease is authorized or permitted by the Lease and this Indenture and the applicable law and will upon the execution and delivery thereof be valid and binding obligations of the parties thereto.

ARTICLE XIII

SATISFACTION AND DISCHARGE OF INDENTURE

Section 1301. Satisfaction and Discharge of this Indenture.

(a) When the principal of and interest on all the Bonds have been paid in accordance with their terms or provision has been made for such payment, as provided in **Section 1302**, and provision also made for paying all other sums payable hereunder and under the Lease, including the reasonable fees and expenses of the Trustee, the City and the Paying Agent to the date of retirement of the Bonds, then the right, title and interest of the Trustee in respect hereof shall thereupon cease, determine and be void. Thereupon, the Trustee shall cancel, discharge and release this Indenture and shall upon the written request of the City or the Company execute, acknowledge and deliver to the City such instruments of satisfaction and discharge or release as shall be required to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the City (subject to the City's obligations under **Section 11.2** of the Lease) any property at the time subject to this Indenture which may then be in its possession, except amounts in the Bond Fund required to be paid to the Company under **Section 602** and except funds or securities in which such funds are invested held by the Trustee for the payment of the principal of and interest on the Bonds.

(b) The City is hereby authorized to accept a certificate by the Trustee that the whole amount of the principal and interest, if any, so due and payable upon all of the Bonds then-Outstanding has been paid or such payment provided for in accordance with **Section 1302** as evidence of satisfaction of this Indenture, and upon receipt thereof shall cancel and erase the inscription of this Indenture from its records.

Section 1302. Bonds Deemed to be Paid.

(a) Bonds shall be deemed to be paid within the meaning of this Article when payment of the principal of and interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture, or otherwise), either (1) has been made or caused to be made in accordance with the terms thereof, or (2) has been provided for by depositing with the Trustee or other commercial bank or trust company having full trust powers and authorized to accept trusts in the State in trust and irrevocably set aside exclusively for such payment (A) moneys sufficient to make such payment or (B) Government Securities maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment, or (3) has been provided for by surrendering the Bonds to the Trustee for cancellation. When the Bonds are deemed to be paid hereunder, as aforesaid, they shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of such payment from such moneys or Government Securities.

(b) Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed before the stated maturities thereof, no deposit under clause (2) of the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until, as to all such Bonds which are to be redeemed before their respective stated maturities, proper notice of such redemption has been given in accordance with **Article III** or irrevocable instructions have been given to the Trustee to give such notice.

(c) Notwithstanding any provision of any other section of this Indenture which may be contrary to the provisions of this Section, all moneys or Government Securities set aside and held in trust pursuant to the provisions of this Section for the payment of Bonds shall be applied to and used solely for

the payment of the particular Bonds, with respect to which such moneys or Government Securities have been so set aside in trust.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401. Consents and Other Instruments by Owners.

(a) Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds (other than the assignment of ownership of a Bond) if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

(1) The fact and date of the execution by any Person of any such instrument may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the Person signing such instrument acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(2) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the registration books of the City maintained by the Trustee pursuant to **Section 206**.

(b) In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by the Company shall be disregarded and deemed not to be Outstanding under this Indenture, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be so disregarded; provided, the foregoing provisions shall not be applicable if the Company is the only Owner of the Bonds. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Company or any affiliate thereof.

Section 1402. Limitation of Rights Under this Indenture. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give any Person other than the parties hereto, the Financing Parties, if any, and the Owners any right, remedy or claim under or in respect of this Indenture, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, the Financing Parties, if any, and the Owners, as herein provided.

Section 1403. Rights of Financing Parties. The City and the Trustee agree that in addition to any other rights to assign the Bonds as set forth herein, the Company may collaterally assign its interest in the Bonds to any Financing Party for the purpose of securing the Company's obligations to such Financing Party in connection with the financing or refinancing of the Project. In the event of a collateral assignment made by the Company, the City and the Trustee agree, at the expense of the Company, to execute such consents, estoppels and other documents related thereto as the Financing Party may reasonably request and

in such form with such terms as the City and the Trustee deem appropriate; provided the Trustee has received indemnification from the Financing Party and the Company as provided in **Section 1001(l)**, and provided further the Trustee shall be entitled to engage the advice of counsel, at the expense of the Company, in executing any such document, shall have no obligation to execute any such document that affects the Trustee's rights, duties or immunities under this Indenture or otherwise, and any obligations of the Trustee under any such document shall be in compliance with the regulatory requirements applicable to the Trustee.

Section 1404. Notices. It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Indenture to be given or filed with the City, the Trustee, the Company or the Owners if the same is delivered personally or transmitted electronically (and receipt confirmed by telephone or electronic read receipt), addressed as follows:

(a) To the City:

City of St. Charles, Missouri
200 North Second Street
St. Charles, Missouri 63301
Attn: Mayor
E-mail: dan.borgmeyer@stcharlescitymo.gov

with copies to:

City Attorney
200 North Second Street
St. Charles, Missouri 63301
E-mail: holly.magdiarz@stcharlescitymo.gov

and:

Director of Administration
200 North Second Street
St. Charles, Missouri 63301
E-mail: lawrence.dobrosky@stcharlescitymo.gov

(b) To the Trustee:

UMB Bank, N.A.
2 South Broadway, Suite 600
St. Louis, Missouri 63102
Attn: Corporate Trust Department
E-mail: siarra.booker@umb.com

(c) To the Company:

First Capitol Place LLC
c/o St. Charles Strategic Development
100 Clark St. HQ-1
St. Charles, Missouri 63301
Attn: Michael Durham
E-mail: Michael@alpine-mg.com

with a copy to:

Cook & Riley, LLC
7777 Bonhomme Ave., Suite 1910
St. Louis, Missouri 63105
Attn: Scott Riley, Esq.
E-mail: sriley@cookrileylaw.com

(d) To the Owners if the same is duly mailed by first-class, registered or certified mail addressed to each of the Owners of Bonds at the time Outstanding as shown by the bond registration books required by **Section 206** to be kept at the corporate trust office of the Trustee. All such notices given by mail shall be deemed fully given as of the date they are so mailed.

A duplicate copy of each notice, certificate or other communication given hereunder by either the City or the Trustee to the other shall also be given to the Company. The City, the Company and the Trustee may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 1405. Severability. If any provision of this Indenture is held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatsoever.

Section 1406. Execution in Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1407. Governing Law. This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1408. Electronic Transaction. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

The Trustee shall have the right to accept and act upon instructions or directions pursuant to this Indenture sent in the form of a manually signed document by unsecured e-mail, facsimile transmission or

other similar unsecured electronic methods. If the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding that such instructions conflict or are inconsistent with a subsequent written instruction. The Company agrees to assume all risk arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation, the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 1409. City Consent and Approvals. Pursuant to the Ordinance, the Mayor and the Director of Administration are authorized to execute all documents on behalf of the City (including documents pertaining to the transfer of property or the financing or refinancing of the Project by the Company, and such easements, licenses, rights-of-way, plats and similar documents as may be requested by the Company) as may be required to carry out and comply with the intent of the Ordinance, this Indenture, the Base Lease and the Lease. The Mayor and the Director of Administration are also authorized, unless expressly prohibited herein, to grant on behalf of the City such consents, estoppels and waivers relating to the Bonds, this Indenture or the Lease as may be requested by the Company during the term hereof; provided, such consents, estoppels and/or waivers shall not increase the principal amount of the Bonds, increase the term of the Lease or adversely affect the economic incentives provided therein, waive an Event of Default or materially change the nature of the transaction unless approved by ordinance of the City Council.

Section 1409. Anti-Discrimination Against Israel Act. Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Trustee certifies it is not currently engaged in and will not, for the duration of this Indenture, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or (c) persons or entities doing business in the State of Israel.

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IN WITNESS WHEREOF, the City of St. Charles, Missouri, has caused this Indenture to be signed in its name and behalf by its Mayor and the seal of the City to be hereunto affixed and attested by its City Clerk, and to evidence its acceptance of the trusts hereby created, UMB Bank, N.A. has caused this Indenture to be signed in its name and behalf by a duly authorized officer, all as of the date first above written.

CITY OF ST. CHARLES, MISSOURI

By: _____
Daniel J. Borgmeyer, Mayor

[SEAL]

ATTEST:

By: _____
Kimberly Hudson, City Clerk

UMB BANK, N.A., as Trustee

By: _____
Name: _____
Title: _____

EXHIBIT A

PROJECT SITE LEGAL DESCRIPTION OF PROJECT SITE

PARCEL 1:

A LOT OF GROUND LOCATED IN BLOCK NO. 130 IN THE CITY OF ST. CHARLES, MISSOURI, FRONTING FIFTY (50) FEET, MORE OR LESS, ON THE SOUTHERN LINE OF 1ST CAPITOL DR. AND EXTENDING BACK WITH EVEN WIDTH A DISTANCE OF ONE HUNDRED FIFTY (150) FEET, MORE OR LESS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:
BEGINNING AT THE NORTHWEST CORNER OF THE LOT OF GROUND FIRST ABOVE DESCRIBED, SAID POINT OF BEGINNING BEING ONE HUNDRED FORTY (140) FEET WEST ALONG THE SOUTH SIDE OF FIRST CAPITOL DRIVE (FORMERLY CLAY STREET) FROM THE POINT OF INTERSECTION OF THE WESTERN LINE OF FOURTH STREET AND THE SOUTHERN LINE OF FIRST CAPITOL DRIVE; THENCE WESTWARDLY ALONG THE SOUTHERN LINE OF FIRST CAPITOL DRIVE A DISTANCE OF FIFTY (50) FEET, MORE OR LESS, THENCE SOUTHWARDLY PARALLEL WITH FOURTH STREET (AS ORIGINALLY ESTABLISHED) A DISTANCE OF ONE HUNDRED FIFTY (150) FEET, MORE OR LESS, THENCE EASTWARDLY PARALLEL TO FIRST CAPITOL DRIVE A DISTANCE OF FIFTY (50) FEET TO A POINT ON THE WESTERN LINE OF THE LOT OF GROUND FIRST ABOVE DESCRIBED; THENCE NORTHWARDLY ALONG THE WESTERN LINE OF THE LOT OF GROUND ABOVE DESCRIBED A DISTANCE OF ONE HUNDRED FIFTY (150) FEET TO THE POINT OF BEGINNING. BOUNDED ON THE NORTH BY FIRST CAPITOL DRIVE, ON THE EAST BY LOT OF GROUND FIRST ABOVE DESCRIBED, ON THE SOUTH BY LOT NOW OR FORMERLY OWNED BY E. STOLTZE'S HEIRS AND ON THE WEST BY LOT NOW OR FORMERLY OWNED BY CHARLES CAPPEL AND BEING THE SAME LOT OF GROUND CONVEYED BY JOSEPHINE MITTRUCKER TO OTTO H. WILLBRAND BY DEED DATED MAY 21, 1918, RECORDED IN THE RECORDER'S OFFICE OF ST. CHARLES COUNTY, MISSOURI, IN BOOK 132 PAGE 39.

PARCEL 2:

PART OF CITY SQUARE NO. ONE HUNDRED THIRTY (130), BEGINNING AT THE CORNER OF CLAY AND FIFTH STREETS IN SAID CITY OF ST. CHARLES; THENCE SOUTH 21° WEST WITH FIFTH STREET 150 FEET; THENCE SOUTH 69° EAST WITH A LINE PARALLEL WITH CLAY STREET 50 FEET; THENCE NORTH 21° EAST PARALLEL WITH FIFTH STREET 150 FEET TO CLAY STREET; THENCE NORTH 69° WEST WITH CLAY STREET 50 FEET TO THE PLACE OF BEGINNING; EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF SAINT CHARLES, MISSOURI BY INSTRUMENT RECORDED AUGUST 21, 2008 IN BOOK 5038 PAGE 811 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND IN BLOCK NO. 130 OF THE CITY OF ST. CHARLES, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PROPERTY CONVEYED TO FIRST NATIONAL BANK OF ST. CHARLES, AS RECORDED IN DEED BOOK 672 PAGE 214 OF THE ST. CHARLES COUNTY, MISSOURI, THENCE SOUTH 67 DEGREES 46 MINUTES 24 SECONDS EAST, 57.58 FEET; THENCE SOUTH 68 DEGREES 17 MINUTES 46 SECONDS WEST, 41.92 FEET; THENCE SOUTH 57 DEGREES 46 MINUTES 22 SECONDS WEST, 27.44 FEET; THENCE NORTH 22 DEGREES 13 MINUTES 36 SECONDS EAST, 340.00 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PART CONDEMNED FOR RIGHT-OF-WAY PURPOSES UNDER CAUSE NO. 0911-CV05752 IN THE CIRCUIT COURT FOR ST. CHARLES COUNTY, MISSOURI. A CERTIFIED COPY OF THE REPORT OF COMMISSIONERS ON SAME BEING RECORDED IN BOOK 5251 PAGE 499 OF THE ST. CHARLES COUNTY RECORDS.

PARCEL 3:

A LOT OF GROUND, PART OF BLOCK NUMBERED ONE HUNDRED THIRTY (130) OF THE CITY OF ST. CHARLES, MISSOURI, FRONTING EIGHTY SEVEN (87') FEET ON THE SOUTHERN SIDE OF CLAY STREET, AND EXTENDING SOUTHWARDLY WITH EVEN WIDTH AND PARALLEL WITH FIFTH STREET, ONE HUNDRED FORTY (140') FEET, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERN LINE OF CLAY STREET DISTANT EASTWARDLY FIFTY FIVE (55') FEET FROM THE EASTERN LINE OF FIFTH STREET; THENCE EASTWARDLY, WITH THE SOUTHERN LINE OF CLAY STREET, EIGHTY SEVEN (87') FEET; THENCE SOUTHWARDLY PARALLEL WITH FIFTH STREET, ONE HUNDRED FORTY (140') FEET; THENCE WESTWARDLY, PARALLEL WITH CLAY STREET, EIGHTY SEVEN (87') FEET; AND THENCE NORTHWARDLY PARALLEL WITH FIFTH STREET, ONE HUNDRED FORTY (140') FEET TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF SAINT CHARLES, MISSOURI BY INSTRUMENT RECORDED AUGUST 21, 2008 IN BOOK 5038 PAGE 811 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND IN BLOCK NO. 130 OF THE CITY OF ST. CHARLES, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PROPERTY CONVEYED TO FIRST NATIONAL BANK OF ST. CHARLES, AS RECORDED IN DEED BOOK 672 PAGE 214 OF THE ST. CHARLES COUNTY, MISSOURI, THENCE SOUTH 67 DEGREES 46 MINUTES 24 SECONDS EAST, 57.58 FEET; THENCE SOUTH 68 DEGREES 17 MINUTES 46 SECONDS WEST, 41.92 FEET; THENCE SOUTH 57 DEGREES 46 MINUTES 22 SECONDS WEST, 27.44 FEET; THENCE NORTH 22 DEGREES 13 MINUTES 36 SECONDS EAST, 340.00 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

A LOT OF GROUND PART OF BLOCK NUMBERED 130 OF THE CITY OF ST. CHARLES, MISSOURI FRONTING 42 FEET, MORE OR LESS, ON THE EASTERN SIDE OF FIFTH STREET AND EXTENDING EASTWARDLY WITH EVEN WIDTH AND PARALLEL WITH CLAY STREET 200 FEET, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERN LINE OF FIFTH STREET WHICH POINT IS DISTANT SOUTHWARDLY 192 FEET, MORE OR LESS, FROM THE SOUTHERN LINE OF CLAY STREET AND WHICH BEGINNING POINT IS THE NORTHWESTERN CORNER OF A LOT OF GROUND NOW OWNED BY THENE, THENCE NORTHWARDLY WITH THE EASTERN LINE OF FIFTH STREET 42 FEET, MORE OR LESS, TO THE SOUTHWESTERN CORNER OF A LOT OF GROUND NOW OWNED BY THE MOUNT ZION BAPTIST CHURCH; THENCE EASTWARDLY PARALLEL WITH CLAY STREET 200 FEET; THENCE SOUTHWARDLY PARALLEL WITH FIFTH STREET 42 FEET, MORE OR LESS; THENCE WESTWARDLY PARALLEL WITH CLAY STREET 200 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PART CONDEMNED FOR RIGHT-OF-WAY PURPOSES UNDER CAUSE NO. 0911-CV05752 IN THE CIRCUIT COURT FOR ST. CHARLES COUNTY, MISSOURI. A CERTIFIED COPY OF THE REPORT OF COMMISSIONERS ON SAME BEING RECORDED IN BOOK 5251 PAGE 499 OF THE ST. CHARLES COUNTY RECORDS.

PARCEL 5:

A LOT OF GROUND, PART OF BLOCK NUMBERED 130 OF THE CITY OF ST. CHARLES, MISSOURI FRONTING 50 FEET, MORE OR LESS ON THE EASTERN SIDE OF FIFTH STREET AND EXTENDING EASTWARDLY WITH EVEN WIDTH AND PARALLEL WITH JACKSON STREET 125 FEET, MORE OR LESS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERN LINE OF FIFTH STREET DISTANT NORTHWARDLY 100 FEET FROM THE NORTHERN LINE OF JACKSON STREET THE NORTHWESTERN CORNER OF A LOT OF GROUND NOW OR FORMERLY OWNED BY ROSIEN; THENCE NORTHWARDLY WITH THE EASTERN LINE OF FIFTH STREET, 50 FEET, MORE OR LESS, TO THE SOUTHWESTERN CORNER OF A LOT OF GROUND NOW OR FORMERLY OWNED BY MACHENS; THENCE EASTWARDLY PARALLEL WITH JACKSON STREET, 125 FEET, MORE OR LESS, TO THE NORTHWESTERN CORNER OF A LOT OF GROUND NOW OR FORMERLY OWNED BY LANVERNMEIER; THENCE SOUTHWARDLY, PARALLEL WITH FIFTH STREET 50 FEET, MORE OR LESS, TO THE NORTHEASTERN CORNER OF A LOT OF GROUND NOW OR FORMERLY OWNED BY MENCH; AND THENCE WESTWARDLY, PARALLEL WITH JACKSON STREET 125 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PART CONDEMNED FOR RIGHT-OF-WAY PURPOSES UNDER CAUSE NO. 0911-CV05752 IN THE CIRCUIT COURT FOR ST. CHARLES COUNTY, MISSOURI. A CERTIFIED COPY OF THE REPORT OF COMMISSIONERS ON SAME BEING RECORDED IN BOOK 5251 PAGE 499 OF THE ST. CHARLES COUNTY RECORDS.

PARCEL 6:

PART OF CITY BLOCK 130 OF THE CITY OF ST. CHARLES DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF JACKSON STREET, 32 FEET 1 INCH WIDE AND THE EAST LINE OF SOUTH FIFTH STREET 60 FEET WIDE; THENCE NORTH ALONG THE EAST LINE OF SOUTH FIFTH STREET 101.35 FEET TO AN IRON PIPE; THENCE LEAVING SAID EAST LINE THEREOF, EASTWARDLY ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID JACKSON STREET 80 FEET TO AN IRON PIPE; THENCE SOUTH AND PARALLEL TO THE EAST LINE OF SOUTH FIFTH STREET 101.35 FEET TO AN IRON PIPE IN THE NORTH LINE OF JACKSON STREET; THENCE WEST ALONG SAID NORTH LINE THEREOF 80 FEET TO A POINT IN THE EAST LINE OF SAID SOUTH FIFTH STREET, THE POINT OF BEGINNING, ACCORDING TO SURVEY THEREOF EXECUTED BY ENGINEERING & SURVEYING, INC., ON NOVEMBER 5-12, 1969.

EXCEPTING THEREFROM THAT PART CONDEMNED FOR RIGHT-OF-WAY PURPOSES UNDER CAUSE NO. 0911-CV05752 IN THE CIRCUIT COURT FOR ST. CHARLES COUNTY, MISSOURI. A CERTIFIED COPY OF THE REPORT OF COMMISSIONERS ON SAME BEING RECORDED IN BOOK 5251 PAGE 499 OF THE ST. CHARLES COUNTY RECORDS.

PARCEL 7:

PART OF CITY BLOCK NO. ONE HUNDRED THIRTY (130) OF THE CITY OF ST. CHARLES, MISSOURI, FRONTING FORTY FIVE (45) FEET ON THE NORTH SIDE OF JACKSON STREET AND EXTENDING NORTHWARDLY WITH EVEN WIDTH AND PARALLEL WITH FIFTH STREET ONE HUNDRED (100) FEET; BOUNDED ON THE WEST BY LOT NOW OR FORMERLY OF POSER, ON THE NORTH BY LOT NOW OR FORMERLY OF THEIEN, ON THE EAST BY LOT NOW OWNED BY TAINTER AND ON THE SOUTH BY JACKSON STREET.

PARCEL 8:

A LOT OF GROUND, PART OF BLOCK NUMBERED ONE HUNDRED THIRTY (130) OF THE CITY OF ST. CHARLES, MISSOURI, FRONTING THIRTY SEVEN FEET SIX INCHES (37' 6") ON THE NORTHERN SIDE OF JACKSON STREET AND EXTENDING NORTHWARDLY WITH EVEN WIDTH AND PARALLEL WITH FIFTH STREET, ONE HUNDRED FIFTY (150) FEET, MORE OR LESS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A POINT IN THE NORTHERN LINE OF JACKSON STREET DISTANT EASTWARDLY ONE HUNDRED SIXTY TWO FEET SIX INCHES (162' 6") FROM THE EASTERN LINE OF FIFTH STREET AND WHICH BEGINNING POINT IS THE SOUTHWESTERN CORNER OF A LOT OF GROUND NOW OWNED BY FREDENBURG; THENCE NORTHWARDLY, PARALLEL WITH FIFTH STREET, ONE HUNDRED FIFTY (150) FEET, MORE OR LESS, TO THE SOUTHERN LINE OF A LOT OF GROUND NOW OWNED BY MACHENS; THENCE WESTWARDLY PARALLEL WITH JACKSON STREET, THIRTY SEVEN FEET SIX INCHES (37' 6") TO THE EASTERN LINE OF A LOT OF GROUND NOW OWNED BY BACON; THENCE SOUTHWARDLY PARALLEL WITH FIFTH STREET, ONE HUNDRED FIFTY (150) FEET, MORE OR LESS, TO THE NORTHERN LINE OF JACKSON STREET; THENCE EASTWARDLY ALONG THE NORTHERN LINE OF JACKSON STREET, THIRTY SEVEN FEET SIX INCHES (37' 6") TO THE PLACE OF BEGINNING.

PARCEL 9:

A LOT OF GROUND, BEING PART OF BLOCK NUMBERED 130 OF THE CITY OF ST. CHARLES, MISSOURI, FRONTING 38 FEET, MORE OR LESS, ON THE NORTHERN SIDE OF JACKSON STREET AND EXTENDING NORTHWARDLY, WITH EVEN WIDTH AND PARALLEL WITH FIFTH STREET, 150 FEET, MORE OR LESS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERN LINE OF JACKSON STREET DISTANT WESTWARDLY 162 FEET 6 INCHES (162' 6") FROM THE EASTERN LINE OF FIFTH STREET AND WHICH BEGINNING POINT IS THE SOUTHEASTERN CORNER OF A LOT OF GROUND NOW OR FORMERLY OWNED BY LANVERMEIER; THENCE NORTHWARDLY, PARALLEL WITH FIFTH STREET, 150 FEET, MORE OR LESS, TO A POINT IN THE SOUTHERN LINE OF A LOT OF GROUND NOW OR FORMERLY OWNED BY MACHENS; THENCE EASTWARDLY, PARALLEL WITH JACKSON STREET, 38 FEET, MORE OR LESS, TO A POINT IN THE WESTERN LINE OF A LOT OF GROUND NOW OR FORMERLY OWNED BY FELDMANN; THENCE SOUTHWARDLY, PARALLEL WITH FIFTH STREET, 150 FEET, MORE OR LESS, TO A POINT IN THE NORTHERN LINE OF JACKSON STREET; AND THENCE WESTWARDLY, WITH THE NORTHERN LINE OF JACKSON STREET, 38 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXHIBIT B

FORM OF BONDS

THIS BOND OR ANY PORTION HEREOF MAY BE TRANSFERRED, ASSIGNED OR NEGOTIATED ONLY AS PROVIDED IN THE HEREIN-DESCRIBED INDENTURE.

No. 1

Not to Exceed $25,000,000

UNITED STATES OF AMERICA
STATE OF MISSOURI

CITY OF ST. CHARLES, MISSOURI
TAXABLE INDUSTRIAL REVENUE BOND
(FIRST CAPITOL PLACE REDEVELOPMENT PROJECT)
SERIES 2026

Interest Rate	Maturity Date	Dated Date
5.0%	Completion Date[1]	_____ ___, 2026

OWNER: _____

MAXIMUM PRINCIPAL AMOUNT: **TWENTY-FIVE MILLION DOLLARS**

The **CITY OF ST. CHARLES, MISSOURI,** a constitutional home rule charter city organized and existing under the laws of the State of Missouri (the "City"), for value received, promises to pay, but solely from the source hereinafter referred to, to the Owner named above, or registered assigns thereof, on the Maturity Date shown above, the principal amount shown above, or such lesser amount as may be outstanding hereunder as reflected on **Schedule I** hereto held by the Trustee as provided in the hereinafter referred to Indenture. The City agrees to pay such principal amount to the Owner in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and in like manner to pay to the Owner hereof, either by check or draft mailed to the Owner at a stated address as it appears on the bond registration books of the City kept by the Trustee under the within mentioned Indenture or, in certain situations authorized in the Indenture, by internal bank transfer or by wire transfer to an account in a commercial bank or savings institution located in the United States. Interest on the Cumulative Outstanding Principal Amount (as hereinafter defined) at the per annum Interest Rate stated above shall be payable in arrears on each December 1, commencing on December 1, 2026, and continuing thereafter until the earlier of the date on which said Cumulative Outstanding Principal Amount is paid in full or the Maturity Date. Interest on each advance of the principal amount of this Bond

[1] "Completion Date" means the date of execution of the certificate required by **Section 4.5** of the herein-defined Lease and **Section 504** of the herein-defined Indenture, which shall be deemed executed and filed on December 31, 2028 if not actually filed with the City by such date, except as otherwise provided in **Section 4.5** of the Lease, including an extension in the event of a Permitted Excuse (as defined in the Lease).

shall accrue from the date that such advance is made, computed on the basis of a year of 360 days consisting of 12 months of 30 days each.

As used herein, the term "Cumulative Outstanding Principal Amount" means all Bonds outstanding under the terms of the hereinafter-defined Indenture, as reflected on **Schedule I** hereto maintained by the Trustee.

THIS BOND is one of a duly authorized series of Bonds of the City designated the "City of St. Charles, Missouri, Taxable Industrial Revenue Bonds (First Capitol Place Redevelopment Project), Series 2026," issued in the maximum aggregate principal amount of $25,000,000 (the "Bonds") for the purpose of acquiring a leasehold interest in approximately 1.38 acres of real property generally located at 300 South Fifth Street in the City and constructing thereon a multi-family, residential apartment development with approximately 108 apartments and associated resident parking (together, the "Project"), which the City will lease to First Capitol Place LLC, a Missouri limited liability company (the "Company"), under the terms of a Lease Agreement dated as of [*Date*], 2026 (said Lease Agreement, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Lease"), between the City and the Company, all pursuant to the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution, the statutes of the State of Missouri, including particularly the Act, and the charter of the City and pursuant to proceedings duly had by the governing body of the City.

THE BONDS are issued under and are equally and ratably secured and entitled to the protection given by a Trust Indenture dated as of [*Date*], 2026 (said Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Indenture"), between the City and UMB Bank, N.A., St. Louis, Missouri, as trustee (the "Trustee"). *Capitalized terms not defined herein shall have the meanings set forth in the Indenture.*

Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the City, the Trustee and the Owners, and the terms upon which the Bonds are issued and secured.

THE BONDS are subject to redemption and payment at any time before the stated maturity thereof, at the option of the City, upon written instructions from the Company, (1) in whole, if the Company exercises its option to purchase the Project and deposits an amount sufficient to effect such purchase pursuant to the Lease on the applicable redemption date, or (2) in part, if the Company prepays additional Basic Rent pursuant to the Lease; provided, however, if only a portion of the Bonds are to be redeemed, Bonds aggregating at least 10% of the maximum aggregate principal amount of Bonds authorized under the Indenture shall not be subject to redemption and payment before the stated maturity thereof. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date.

THE BONDS are subject to mandatory redemption, in whole or in part, to the extent of amounts deposited in the Bond Fund pursuant to **Section 9.1(f)** or **9.2(c)** of the Lease, in the event of substantial damage to or destruction or condemnation of substantially all of the Project. Bonds to be redeemed pursuant to this paragraph shall be called for redemption by the Trustee on the earliest practicable date for which timely notice of redemption may be given as provided in the Indenture. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date. Before giving notice of redemption

to the Owners pursuant to this paragraph, money in an amount equal to the redemption price shall have been deposited in the Bond Fund.

If the Bonds are to be called for optional redemption, the Company shall deliver written notice to the City and the Trustee that it has elected to redeem all or a portion of the Bonds at least 40 days (10 days if there is one Owner) before the scheduled redemption date. The Trustee shall then deliver written notice to the Owners at least 30 days (five days if there is one Owner) before the scheduled redemption date by first-class mail (or facsimile or other electronic communication, if there is one Owner) stating the date upon which the Bonds will be redeemed and paid.

THE BONDS, including the interest thereon, are special obligations of the City and are payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease and not from any other fund or source of the City, and are secured by a pledge and assignment of the Project and of such rents, revenues and receipts, including all rental payments and other amounts to be received by the City under and pursuant to the Lease, all as provided in the Indenture. The Bonds do not constitute a general obligation of the City or the State of Missouri, and neither the City nor the State of Missouri shall be liable thereon, and the Bonds do not constitute an indebtedness within the meaning of any constitutional, charter or statutory debt limitation or restriction and are not payable in any manner by taxation. Pursuant to the provisions of the Lease, rental payments sufficient for the prompt payment when due of the principal of and interest on the Bonds are to be paid by the Company directly to the Trustee for the account of the City and deposited in a special fund designated the "City of St. Charles, Missouri, Series 2026 Bond Fund -- First Capitol Place Redevelopment Project."

THE OWNER of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then-Outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of this Bond or the Indenture may be made only to the extent and in the circumstances permitted by the Indenture.

THIS BOND is transferable, as provided in the Indenture, only upon the books of the City kept for that purpose at the above-mentioned office of the Trustee by the Owner hereof in person or by such Person's duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer reasonably satisfactory to the Trustee duly executed by the Owner or such Person's duly authorized attorney, and thereupon a new fully-registered Bond or Bonds, in an aggregate principal amount equal to the Outstanding principal amount of this Bond, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The City, the Trustee and the Paying Agent may deem and treat the Person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

THE BONDS are issuable in the form of one fully-registered Bond in the maximum principal amount of $25,000,000.

THIS BOND shall not be valid or become obligatory for any purposes or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon has been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of Missouri.

IN WITNESS WHEREOF, the City of St. Charles, Missouri, has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor, attested by the manual or facsimile signature of its City Clerk and its corporate seal to be affixed hereto or imprinted hereon.

CITY OF ST. CHARLES, MISSOURI

By: _____
Daniel J. Borgmeyer, Mayor

[SEAL]

ATTEST:

By: _____
Kimberly Hudson, City Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is the Taxable Industrial Revenue Bond (First Capitol Place Redevelopment Project), Series 2026, described in the Indenture. The effective date of registration of this Bond is set forth below.

UMB BANK, N.A., as Trustee

_____
Date

By: _____
Authorized Signatory

SCHEDULE I

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

CITY OF ST. CHARLES, MISSOURI
TAXABLE INDUSTRIAL REVENUE BOND
(FIRST CAPITOL PLACE REDEVELOPMENT PROJECT)
SERIES 2026

Bond No. 1

Date	Principal Amount Advanced	Principal Amount Redeemed	Cumulative Outstanding Principal Amount	Notation Made By

FORM OF ASSIGNMENT

(NOTE RESTRICTIONS ON TRANSFERS)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

_____

Print or Typewrite Name, Address and Social Security or
other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept by the Trustee for the registration and transfer of Bonds, with full power of substitution in the premises.

Dated: _____.

_____

NOTICE: The signature to this assignment must correspond with the name of the Owner as it appears upon the face of the within Bond in every particular.

Medallion Signature Guarantee:

EXHIBIT C

FORM OF REPRESENTATION LETTER

City of St. Charles, Missouri
200 North Second Street
St. Charles, Missouri 63301
ATTN: Mayor

UMB Bank, N.A.
2 South Broadway, Suite 600
St. Louis, Missouri 63102
ATTN: Corporate Trust Department

Re: $25,000,000 Maximum Principal Amount of Taxable Industrial Revenue Bonds (First Capitol Place Redevelopment Project), Series 2026 of the City of St. Charles, Missouri

Ladies and Gentlemen:

In connection with the purchase of the above-referenced bonds (the "Bonds"), the undersigned purchaser of the Bonds hereby represents, warrants and agrees as follows:

1. The undersigned understands that (a) the Bonds have been issued under and pursuant to a Trust Indenture dated as of [*Date*], 2026 (the "Indenture"), between the City of St. Charles, Missouri (the "City"), and UMB Bank, N.A., as trustee (the "Trustee"), and (b) the Bonds are payable solely out of certain rents, revenues and receipts to be derived from the leasing or sale of the Project (as defined in the Indenture) to First Capitol Place LLC, a Missouri limited liability company (the "Company"), under a Lease Agreement dated as of [*Date*], 2026 (the "Lease"), between the City and the Company, with certain of such rents, revenues and receipts being pledged and assigned by the City to the Trustee under the Indenture to secure the payment of the principal of and interest on the Bonds. *Capitalized terms not defined herein shall have the meanings set forth in the Indenture.*

2. The undersigned understands that (a) the Bonds and the interest thereon are special obligations of the City payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease, and not from any other fund or source of the City, (b) the Bonds are secured by a pledge and assignment of the Trust Estate to the Trustee in favor of the Owners, as provided in the Indenture, (c) the Bonds and the interest thereon do not constitute general obligations of the City, the State or any political subdivision thereof, and none of the City, the State or any political subdivision thereof is liable thereon, and (d) the Bonds do not constitute an indebtedness within the meaning of any constitutional, charter or statutory debt limitation or restriction and are not payable in any manner by taxation.

3. The undersigned understands that the Bonds are transferable only in the manner provided for in the Indenture and discussed below and warrants that it is acquiring the Bonds for its own account with the intent of holding the Bonds as an investment, and the acquisition of the Bonds is not made with a view toward their distribution or for the purpose of offering, selling or otherwise participating in a distribution of the Bonds.

4. The undersigned is an Approved Investor.

5. The undersigned agrees not to attempt to offer, sell, hypothecate or otherwise distribute the Bonds to others unless authorized by the terms of the Indenture and, if requested by the City, upon receipt of an opinion of counsel reasonably acceptable to the City, the Company and the purchaser that all registration and disclosure requirements of the Securities and Exchange Commission and all other appropriate federal and Missouri securities laws and the securities law of any other applicable state are complied with.

6. The Company has (a) furnished to the undersigned such information about itself as the undersigned deems necessary for it to make an informed investment decision with respect to the purchase of the Bonds, (b) made available to the undersigned, during the course of this transaction, ample opportunity to ask questions of, and to receive answers from, appropriate officers of the City and the terms and conditions of the offering of the Bonds, and (c) provided to the undersigned all additional information which it has requested. [*Delete this paragraph if the Company is the Purchaser of the Bonds.*]

7. The undersigned is now, and was when it agreed to purchase the Bonds, familiar with the operations of the Company and fully aware of the terms and risks of the Bonds. [*Delete previous sentence if the Company is the Purchaser of the Bonds.*] The undersigned believes that the Bonds which it is acquiring is a security of the kind that it wishes to purchase and hold for investment and that the nature and amount thereof are consistent with its investment program.

8. The undersigned is fully aware of and satisfied with (a) the current status of the title to the Project and any issues related thereto and (b) the terms, amounts and providers of the insurance maintained pursuant to **Article VII** of the Lease, and the undersigned is purchasing the Bonds with full knowledge of such matters.

9. The undersigned understands and agrees that the interest on the Bonds *is* subject to federal and state income taxation.

10. The undersigned hereby directs the Trustee to hold the Bonds in trust pursuant to **Section 204(c)** of the Indenture.

Dated: _____, 20___

[PURCHASER OF BONDS]

By: _____
Name: _____
Title: _____

EXHIBIT E

BOND PURCHASE AGREEMENT

[On file in the office of the City Clerk]

$25,000,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF ST. CHARLES, MISSOURI
TAXABLE INDUSTRIAL REVENUE BONDS
(FIRST CAPITOL PLACE REDEVELOPMENT PROJECT)
SERIES 2026

Dated as of [*Date*], 2026

BOND PURCHASE AGREEMENT

Honorable Mayor and City Council
City of St. Charles, Missouri

On the basis of the representations and covenants and upon the terms and conditions contained in this Bond Purchase Agreement (this "Agreement"), First Capitol Place LLC, a Missouri limited liability company (the "Purchaser"), offers to purchase from the City of St. Charles, Missouri (the "City"), the above-referenced bonds (the "Bonds"), to be issued by the City under and pursuant to Ordinance No. 26-___, adopted by the City Council on April ___, 2026 (the "Ordinance") and a Trust Indenture dated as of [*Date*], 2026, pursuant to which the Bonds are issued (the "Indenture"), by and between the City and UMB Bank, N.A., as trustee (the "Trustee"). *Capitalized terms not otherwise defined herein shall have the meanings set forth in the Indenture.*

SECTION 1. REPRESENTATIONS AND AGREEMENTS

(a) By the City's acceptance hereof, the City hereby represents to the Purchaser that:

(1) The City is a constitutional home rule charter city duly organized and validly existing under the laws of the State of Missouri. The City is authorized pursuant to the Constitution and laws of the State of Missouri, the City Charter and the ordinances, orders and resolutions of the City, and all necessary action has been taken, to authorize, issue and deliver the Bonds and to consummate all transactions contemplated by the Ordinance, this Agreement, the Indenture, the Base Lease dated as of [*Date*], 2026 by and between the Purchaser and the City (the "Base Lease"), the Lease Agreement dated as of [*Date*], 2026 by and between the City and the Purchaser (the "Lease"), and any and all other agreements relating thereto. The proceeds of the Bonds shall be used for the purpose of acquiring, constructing and improving the Project and paying the costs incurred in connection with the issuance of the Bonds.

(2) There is no controversy, suit or other proceeding of any kind pending or, to the City's knowledge, threatened wherein or whereby any question is raised, or may be raised, questioning, disputing or affecting in any way the legal organization of the City or its boundaries, or the right or title of any of its officers to their respective offices, or the legality of any official act leading up to the issuance of the Bonds, or the constitutionality or validity of the obligations represented by the Bonds or the validity of the Bonds, the Ordinance, the Base Lease, the Lease, the Indenture or this Agreement.

(b) The Purchaser represents as follows:

(1) *Organization.* The Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri.

(2) *No Conflict or Breach.* The execution, delivery and performance of this Agreement by the Purchaser have been duly authorized by all necessary action of the Purchaser and do not and will not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under, its organizational documents, any law, court or administrative regulation, decree or order applicable to or binding upon the Purchaser, or, to the best of its knowledge, any agreement, indenture, mortgage, lease or instrument to which the Purchaser is a party or by which it is bound.

(3) *Document Legal, Valid and Binding.* When executed and delivered by the Purchaser, this Agreement will be, and is, a legal, valid and binding obligation, enforceable in accordance with its terms, subject, as to enforcement, to any applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally and further subject to the availability of equitable remedies. The Person executing this Agreement on behalf of the Purchaser is duly authorized to execute this Agreement.

(4) *Purchaser's Certificates.* Any certificate signed by an authorized officer or agent of the Purchaser and delivered to the City shall be deemed a representation and warranty by the Purchaser to the City as to the statements made therein.

SECTION 2. PURCHASE, SALE AND DELIVERY OF THE BONDS

On the basis of the representations and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions set forth herein and in the Indenture, the Purchaser agrees to purchase from the City and the City agrees to sell to the Purchaser the Bonds on the terms and conditions set forth herein.

The Bonds shall be sold to the Purchaser by the City on the Closing Date (hereinafter defined) upon payment of an amount equal to the Closing Price (hereinafter defined), which amount shall be applied as provided in the Indenture and the Lease. From time to time after the Closing Date, the Purchaser shall make additional payments with respect to the Bonds ("Additional Payments") to the Trustee under the Indenture, which Additional Payments shall be applied to the payment or reimbursement of Project Costs as provided in the Indenture and the Lease; provided that the sum of the Closing Price and all such Additional Payments shall not, in the aggregate, exceed $25,000,000 plus the costs of issuance of the Bonds (if such costs of issuance are not paid with Bond proceeds).

As used herein, the term "Closing Date" shall mean _____, 2026, or such other date as shall be mutually agreed upon by the City and the Purchaser; the term "Closing Price" shall mean the amount specified in writing by the Purchaser and agreed to by the City as the amount required to pay for the initial issuance of the Bonds on the Closing Date, which amount shall be equal to (a) any Project Costs paid by the Purchaser from its own funds on or before the Closing Date, and, at the Purchaser's option, the costs of issuance of the Bonds if such costs are not paid for from Bond proceeds; or (b) the aggregate principal amount of the Bonds, if all of the proceeds of the Bonds are being transferred to trustee on the Closing Date.

The Bonds shall be issued under and secured as provided in the Ordinance and the Indenture and the Lease authorized thereby, and the Bonds shall mature, accrue interest and be subject to redemption as set forth therein. The delivery of the Bonds shall be made in definitive form as a fully-registered bond in the maximum aggregate principal denomination of $25,000,000; provided, that the principal amount of the Bonds outstanding at any time shall be that amount recorded in the records of the Trustee, absent manifest error, and further provided that interest shall be payable only on the outstanding principal amount of the Bonds, as more fully provided in the Indenture.

SECTION 3. CONDITIONS TO THE OBLIGATIONS

The obligations hereunder shall be subject to the due performance by the parties of the obligations and agreements to be performed hereunder on or prior to the Closing Date and to the accuracy of and compliance with the representations contained herein, as of the date hereof and as of the Closing Date, and are also subject to the following conditions:

(a) There shall be delivered to the Purchaser on or prior to the Closing Date a duly certified (and recorded, as applicable) copy of the Ordinance, the Indenture, the Base Lease, the Lease, this Agreement and any other instrument contemplated thereby or hereby, and such documents shall be in full force and effect and shall not have been modified or changed except as may have been agreed to in writing by the Purchaser.

(b) The City shall confirm on the Closing Date by a certificate that at and as of the Closing Date the City has taken all action necessary to issue the Bonds and that there is no controversy, suit or other proceeding of any kind pending or, to its knowledge, threatened against the City wherein any question is raised affecting in any way the legal organization of the City, or the legality of any official act shown to have been done in the transcript of proceedings leading up to the issuance of the Bonds, or the constitutionality or validity of the obligations represented by the Bonds or the validity of the Bonds or any proceedings in relation to the issuance or sale thereof.

(c) The Purchaser shall execute a certificate, dated the Closing Date, to the effect that (1) no litigation, proceeding or investigation is pending against the Purchaser or its affiliates or, to the knowledge of the Purchaser, threatened which would (A) contest, affect, restrain or enjoin the issuance, validity, execution, delivery or performance of the Bonds, or (B) in any way contest the existence or powers of the Purchaser, (2) no litigation, proceeding or investigation is pending or, to the knowledge of the Purchaser, threatened against the Purchaser that could reasonably be expected to adversely affect its ability to perform its obligations hereunder or under the Base Lease or the Lease, (3) the representations and warranties of the Purchaser herein were and are true and correct in all material respects and not misleading as of the date made and as of the Closing Date, and (4) such other matters as are reasonably requested by the other parties in connection with the issuance of the Bonds.

SECTION 4. THE PURCHASER'S RIGHT TO CANCEL

The Purchaser may cancel its obligation hereunder to purchase the Bonds by notifying the City in writing at or before the Closing Date.

SECTION 5. CONDITIONS OF OBLIGATIONS

The obligations of the parties hereto are subject to the receipt of the approving opinion of Gilmore & Bell, P.C., Bond Counsel (if one is requested), with respect to the validity of the authorization and issuance of the Bonds.

SECTION 6. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY

All of the representations and agreements by either party shall remain operative and in full force and effect and shall survive delivery of the Bonds to the Purchaser.

SECTION 7. NOTICE

Any notice or other communication to be given under this Agreement may be given in writing by mailing or delivering the same as follows:

(a) To the City:

City of St. Charles, Missouri
200 North Second Street
St. Charles, Missouri 63301
Attn: Mayor
E-mail: dan.borgmeyer@stcharlescitymo.gov

with copies to:

City Attorney
200 North Second Street
St. Charles, Missouri 63301
E-mail: holly.magdiarz@stcharlescitymo.gov

and:

Director of Administration
200 North Second Street
St. Charles, Missouri 63301
E-mail: lawrence.dobrosky@stcharlescitymo.gov

(b) To the Trustee:

UMB Bank, N.A.
2 South Broadway, Suite 600
St. Louis, Missouri 63102
Attn: Corporate Trust Department
E-mail: siarra.booker@umb.com

(c) To the Purchaser:

First Capitol Place LLC
c/o St. Charles Strategic Development
100 Clark St. HQ-1
St. Charles, Missouri 63301
Attn: Michael Durham
E-mail: michael@alpine-mg.com

with a copy to:

Cook & Riley, LLC
7777 Bonhomme Ave., Suite 1910
St. Louis, Missouri 63105
Attn: Scott Riley, Esq.
E-mail: sriley@cookrileylaw.com

SECTION 8. APPLICABLE LAW; ASSIGNABILITY

This Agreement shall be governed by the laws of the State of Missouri. This Agreement may be assigned by the Purchaser, in whole as to all of the Bonds, to any Person that expressly assumes in writing all of the obligations of the Purchaser contained in the Base Lease and the Lease, or if such assignment is in part as to the Bonds, the obligations of the Purchaser contained in the Lease; provided that the consent of the City for the assignment of this Agreement shall not be required if the consent of the City is not required for such Person's assumption of the Lease under the provisions of **Article XIII** thereof. Any such assignee shall agree to be bound by the terms of this Agreement. This Agreement may be assigned and the Bonds may be pledged, without approval of but with notice to the City, by the Purchaser to any lender of the Purchaser as collateral for a loan secured by a deed of trust or mortgage of the Project.

SECTION 9. EXECUTION IN COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

SECTION 10. ANTI-DISCRIMINATION AGAINST ISRAEL ACT

Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Purchaser certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or (c) persons or entities doing business in the State of Israel.

[Remainder of Page Intentionally Left Blank]

Very truly yours,

FIRST CAPITOL PLACE LLC

By: _____
Name: Robert Mangelsdorf Jr.
Title: Authorized Signatory

DATE OF EXECUTION: _____, 2026

Accepted and Agreed to this _____ day of _____, 2026.

CITY OF ST. CHARLES, MISSOURI

By: _____
Daniel J. Borgmeyer, Mayor

[SEAL]

ATTEST:

By: _____
Kimberly Hudson, City Clerk

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 4/7/2026
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☑

Bill # 14072

Request for Council Action

Ward(s): All **Sponsor(s):** All Councilmembers

Description:
AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ST. CHARLES, MISSOURI AND THE CITY OF O'FALLON, MISSOURI WITH RESPECT TO RADIO CONSOLE PROGRAMMING FOR THE REAL-TIME INFORMATION CENTER (RTIC).

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

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

Summary:
The purpose of this Agreement is to formally authorize the RTIC to program designated police department radio channels into the Motorola radio console located within the RTIC to support real-time situational awareness, operational coordination, and officer safety.

Budget Impact: (revenue generated, estimated cost, CIP item, etc.)
Fiscal Impact: _____ **Select One** _____
Account #: _____
_____
_____
Project #: _____

RCA prepared by: SMM Dept. Dir. _____ Finance Dir. _____ Dir. of Admin. _____

Bill No. 14072 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 POLICE DEPARTMENT, AND THE CITY OF O'FALLON, ON BEHALF OF ITS POLICE DEPARTMENT, TO AUTHORIZE THE O'FALLON REAL-TIME INFORMATION CENTER ("RTIC") TO PROGRAM DESIGNATED POLICE DEPARTMENT RADIO CHANNELS WITHIN THE RTIC TO SUPPORT REAL-TIME SITUATIONAL AWARENESS, OPERATIONAL COORDINATION AND OFFICER SAFETY.

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 Police Department, and the City of O'Fallon, on behalf of its Police Department, pertaining to the authorization for the programming of designated Police Department radio channels with the O'Fallon Real-Time Information Center, 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 3/20/26 _____

Holly Magdziarz, City Attorney Date Kimberly Hudson, City Clerk

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MEMORANDUM OF UNDERSTANDING FOR THE PROGRAMMING OF RADIO CHANNELS INTO THE MOTOROLA RADIO CONSOLE OF THE O'FALLON REAL-TIME INFORMATION CENTER

This Memorandum of Understanding ("MOU") is entered into by and between the City of O'Fallon, on behalf of the O'Fallon Police Department, and the City of St. Charles, on behalf of the St. Charles City Police Department (the "Department"), on the last date signed below, and pertains to radio console programming for the O'Fallon Real-Time Information Center (the "RTIC").

Purpose

The purpose of this MOU is to formally authorize the RTIC to program designated police department radio channels into the Motorola radio console located within the RTIC to support real-time situational awareness, operational coordination, and officer safety.

Scope of Authorization

The Department authorizes the RTIC to:

- Program all the following police department radio channels into the Motorola radio console located within the RTIC.
    - STC-PD1
    - STC-PD2
    - STC-PD3
    - STC-SUP
    - STC-DET
    - STC-TAC
    - STC-EVNT
    - STC-PST
    - STC-CTY1
    - STC-CTY2
    - STC-PD1P
- Monitor such channels for official law enforcement and public safety purposes only.
- Utilize radio traffic to support real-time intelligence, incident monitoring, and coordination with sworn personnel.

Operational Controls

- The RTIC will only transmit on a police radio channel to support real-time situational awareness, operational coordination, and officer safety.
- Access to the radio console shall be limited to authorized RTIC personnel acting within the scope of their official duties.
- All radio use shall comply with applicable laws, Department policies, and communications protocols.

Ownership and Control

This MOU does not transfer ownership or administrative control of any radio system or channel. All radio assets and permissions remain under the authority of the Department.

EXHIBIT 1

Term and Termination
This MOU shall remain in effect until terminated by either party upon thirty (30) days prior written notice.

IN WITNESS WHEREOF, THE ABOVE LAW ENFORCEMENT AGENCIES APPROVE THIS MEMORANDUM OF UNDERSTANDING PURSUANT TO THEIR ENDORSEMENT HERETO

_____ _____

Frank Mininni
Chief of Police
O'Fallon Police Department

Date



_____ _____

George Grove
Interim Chief of Police
St. Charles City Police Department

Date

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date last written below.



CITY OF SAINT CHARLES, MISSOURI	**CITY OF O'FALLON, MISSOURI**
Daniel J. Borgmeyer, Mayor Date	Bill Hennessy, Mayor Date
Attest:	**Attest:**
Kimberly Hudson, City Clerk	Bess Bacher, City Clerk
Approved as to Legal Form:	**Approved as to Legal Form:**
Holly Magdziarz 3/20/26	
Holly Magdziarz, City Attorney Date	Kevin M. O'Keefe Date

MEMORANDUM OF UNDERSTANDING FOR THE PROGRAMMING OF RADIO CHANNELS INTO THE MOTOROLA RADIO CONSOLE OF THE O'FALLON REAL-TIME INFORMATION CENTER

This Memorandum of Understanding ("MOU") is entered into by and between the City of O'Fallon, on behalf of the O'Fallon Police Department, and the City of St. Charles, on behalf of the St. Charles City Police Department (the "Department"), on the last date signed below, and pertains to radio console programming for the O'Fallon Real-Time Information Center (the "RTIC").

Purpose

The purpose of this MOU is to formally authorize the RTIC to program designated police department radio channels into the Motorola radio console located within the RTIC to support real-time situational awareness, operational coordination, and officer safety.

Scope of Authorization

The Department authorizes the RTIC to:

- Program all the following police department radio channels into the Motorola radio console located within the RTIC.
    - STC-PD1
    - STC-PD2
    - STC-PD3
    - STC-SUP
    - STC-DET
    - STC-TAC
    - STC-EVNT
    - STC-PST
    - STC-CTY1
    - STC-CTY2
    - STC-PD1P
- Monitor such channels for official law enforcement and public safety purposes only.
- Utilize radio traffic to support real-time intelligence, incident monitoring, and coordination with sworn personnel.

Operational Controls

- The RTIC will only transmit on a police radio channel to support real-time situational awareness, operational coordination, and officer safety.
- Access to the radio console shall be limited to authorized RTIC personnel acting within the scope of their official duties.
- All radio use shall comply with applicable laws, Department policies, and communications protocols.

Ownership and Control

This MOU does not transfer ownership or administrative control of any radio system or channel. All radio assets and permissions remain under the authority of the Department.

EXHIBIT 1

Term and Termination
This MOU shall remain in effect until terminated by either party upon thirty (30) days prior written notice.

IN WITNESS WHEREOF, THE ABOVE LAW ENFORCEMENT AGENCIES APPROVE THIS MEMORANDUM OF UNDERSTANDING PURSUANT TO THEIR ENDORSEMENT HERETO

_____ _____

Frank Mininni
Chief of Police
O'Fallon Police Department

Date



_____ _____

George Grove
Interim Chief of Police
St. Charles City Police Department

Date

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date last written below.

CITY OF SAINT CHARLES, MISSOURI	**CITY OF O'FALLON, MISSOURI**
Daniel J. Borgmeyer, Mayor Date	Bill Hennessy, Mayor Date
Attest:	**Attest:**
Kimberly Hudson, City Clerk	Bess Bacher, City Clerk
Approved as to Legal Form:	**Approved as to Legal Form:**
Holly Magdziarz 3/20/26	
Holly Magdziarz, City Attorney Date	Kevin M. O'Keefe Date



RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 4/7/2026
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☑

Bill # 14073

Request for Council Action

Ward(s): All **Sponsor(s):** All Councilmembers

Description:
AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ST. CHARLES, MISSOURI AND THE MISSOURI DEPARTMENT OF PUBLIC SAFETY WITH RESPECT TO MISSOURI LAW ENFORCEMENT DATA EXCHANGE PROCESS (MODEX).

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

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

Summary:
The purpose of this Agreement is to enhance the effectiveness of criminal justice agencies by increasing timely, accurate and secure CJI information sharing across jurisdictional boundaries, resulting in improved officer safety, enhancing Missouri's and the nation's efforts in combating crime and terrorism. MoDEx provides the mechanism for criminal justice agencies to share selected CJI data statewide and nationwide.

Budget Impact: (revenue generated, estimated cost, CIP item, etc.)
Fiscal Impact: $ 0.00 **Select One** _____

Account #: _____

_____

_____

Project #: _____

RCA prepared by: SMM Dept. Dir. _____ Finance Dir. _____ Dir. of Admin. _____

Bill No. 14073 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 THE POLICE DEPARTMENT, AND THE MISSOURI DEPARTMENT OF PUBLIC SAFETY WITH RESPECT TO THE POLICE DEPARTMENT'S PARTICIPATION IN THE MISSOURI DATA EXCHANGE PROCESS FOR PURPOSES OF SHARING CRIMINAL JUSTICE INFORMATION DATA.

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 the Police Department, and the Missouri Department of Public Safety with respect the Police Department's participation in the Missouri Data Exchange (MoDEx), is approved. The Intergovernmental Memorandum of Understanding shall be substantially the same in form and content as attached hereto and identified as Exhibit A. The Mayor 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 3/20/2026 _____

Holly Magdziarz, City Attorney Date Kimberly Hudson, City Clerk

MEMORANDUM OF UNDERSTANDING

MISSOURI DATA EXCHANGE PROCESS
(MoDEx)

BETWEEN

THE MISSOURI DEPARTMENT OF PUBLIC SAFETY AND

St. Charles City Police Department

PARTICIPATING LAW ENFORCEMENT AGENCY NAME

I. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to establish the terms and conditions under which the Missouri Department of Public Safety (DPS) and the undersigned, as a program participant, jointly agree to assume the obligations set forth herein to participate in the Missouri Data Exchange (MoDEx) process to share Criminal Justice Information (CJI) data. This MOU defines the agreements for sharing local agency CJI data, managing, accessing, and utilizing shared MoDEx data by the law enforcement agency listed above. This MOU is entered and is to serve as the agreement between DPS and law enforcement agencies participating in MoDEx.

II. BACKGROUND

The State of Missouri, through DPS, sponsors MoDEx, a statewide solution to enable sharing CJI between disparate CJI systems, processes and participating criminal justice agencies within the State of Missouri pursuant to 11 CSR 30-17.010. All information shared through MoDEx shall be protected in accordance with the Federal Bureau of Investigation Criminal Justice Information Services (FBI CJIS) Security Policy and Chapter 610 RSMo.

The goal of MoDEx is to enhance the effectiveness of criminal justice agencies by increasing timely, accurate and secure CJI information sharing across jurisdictional boundaries, resulting in improved officer safety, enhancing Missouri's and the nation's efforts in combating crime and terrorism.

MoDEx provides the mechanism for criminal justice agencies to share selected CJI data statewide and nationwide. Agency data shared through MoDEx is CJI and can be accessed through the FBI's National Data Exchange (N-DEx). *In accordance with the CJIS Security Policy and consistent with 28 C.F.R. §§ 20.1-20.3, N-DEx system access is restricted to "criminal justice agencies" and agencies performing the "administration of criminal justice".*

III. TERM OF MOU

This MOU is effective upon the date last signed and executed by the duly authorized representatives of the parties to this MOU. Either party may terminate this agreement 30 days after giving the other party written notice of intent to terminate.

IV. RESPONSIBILITIES

A. DPS agrees to perform the following actions:
   1. Subject to the availability of funds from the MoDEx Fund created pursuant to section 488.5320, RSMo, DPS will fund qualifying interfaces from the local agency CJI system(s) to the MoDEx process.

EXHIBIT A

B. The undersigned agency agrees to perform the following actions:
   1. The agency will determine and signify their data sharing level under section **VI. Data Shared** on page 3 of this MOU by initialing their choice(s) and providing the CJI system vendor name(s).
   2. The agency will need to direct its CJI system vendor(s) and or Information Technology (IT) system maintenance contractor(s) to cooperate and facilitate the following:
      a. Network access and connectivity
      b. Timely CJI data extracts for engineering and testing purposes
      c. Production extracts
      d. Regular CJI data updates as agreed to during the design process
      e. Timely review and approval of design documents and test results
      f. Exclusion of data the agency does not want to transfer to the MoDEx process.
   3. Direct their CJI system vendor if they require a record be edited, deleted, expunged, or otherwise changed in a timelier manner than their regularly scheduled data update to the MoDEx process.
   4. Verify records with law enforcement agencies that have been shared through the MoDEx process.
   5. The agency requesting or using CJI data is responsible for confirming the accuracy of the information with the originating agency before taking any enforcement-related action or creating any enforcement-related official documents. Any corrections to N-DEx data should be referred to the originating agency to make the correction in its CJI system(s), which will be reflected in the N-DEx data after the next system refresh. It is the responsibility of the agency requesting the data to confirm the timeliness and relevance of the information with the originating agency.
   6. If an agency obtains a different CJI system(s) vendor(s) and the agency wishes to continue participation in MoDEx, the agency shall insure the vendor is an approved vendor on the Central Vendor File (CVF) and DPS Information Sharing Coordinator should be notified in writing of the vendor changes.
   7. If the agency terminates this agreement and would like to have their data removed, the agency will be responsible for any associated costs.

C. Both parties agree to the following:
   1. Participating agencies retain ownership and control of the CJI data they provide and share through MoDEx at all times. The participating agency is responsible for creating, updating, and deleting records in its own CJI system(s)database(s), according to its own policies. The participating agency is responsible for the completeness and accuracy of its shared source data.
   2. Abide by all state and federal laws and regulations governing the confidentiality of CJI.

V. GENERAL PROVISIONS

A. Sovereign Immunity:
   1. Nothing in this MOU may be construed as a waiver by either party of any applicable immunity, including sovereign immunity as enjoyed by the state of Missouri under section 537.600 of the Revised Statutes of Missouri.
   2. This agreement is not intended to create any substantive right enforceable by either party or any third party. Each party to this agreement shall remain individually responsible for complying with all applicable federal and state laws and regulations governing the confidentiality of CJI.

B. Entirety of Agreement:
   1. This MOU represents the entire and integrated agreement between the parties and supersedes

all prior negotiations, representations, and agreements, whether written or oral.

C. Interpretation:
   1. This MOU shall be governed by and interpreted and enforced in accordance with the substantive laws of Missouri without regard to the conflicts of law provisions thereof.

VI. DATA SHARED

LAW ENFORCEMENT AGENCY PARTICIPATION
Select agency CJI data type of sharing participation:

GG	Records Management System (RMS) Data	System Vendor Name: St. Louis CARE
GG	Jail Management System (JMS) Data	System Vendor Name: REJIS
GG	Computer Aided Dispatch (CAD) Data	System Vendor Name: Motorola Premium One
GG	Missouri Automated Crime Victim Notification System (MOVANS) **Note: Participation in the Missouri Automated Crime Victim Notification System is only available for those agencies that fall under the requirements of RSMo: 595.209.*	System Vendor Name: MoDEx

St. Charles City Police Department
PARTICIPATING LAW ENFORCEMENT AGENCY NAME

Chief George Grove
*LAW ENFORCEMENT AGENCY HEAD **(TYPED or PRINTED NAME)***

George Grove #191 — 3/10/26
*LAW ENFORCEMENT AGENCY HEAD (**SIGNATURE**)* — *DATE*

Missouri Department of Public Safety

Missouri Department of Public Safety
AGENCY NAME

*AGENCY HEAD/Designee **(TYPED or PRINTED NAME)***

*AGENCY HEAD/Designee (**SIGNATURE**)* — *DATE*

CITY OF SAINT CHARLES,
MISSOURI



Daniel J. Borgmeyer, Mayor Date

Attest:

Kimberly Hudson, City Clerk Date

Approved as to Legal Form:

Holly Magdziarz 3/20/2026

Holly Magdziarz, City Attorney Date

MEMORANDUM OF UNDERSTANDING

MISSOURI DATA EXCHANGE PROCESS
(MoDEx)

BETWEEN

THE MISSOURI DEPARTMENT OF PUBLIC SAFETY AND

St. Charles City Police Department

PARTICIPATING LAW ENFORCEMENT AGENCY NAME

I. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to establish the terms and conditions under which the Missouri Department of Public Safety (DPS) and the undersigned, as a program participant, jointly agree to assume the obligations set forth herein to participate in the Missouri Data Exchange (MoDEx) process to share Criminal Justice Information (CJI) data. This MOU defines the agreements for sharing local agency CJI data, managing, accessing, and utilizing shared MoDEx data by the law enforcement agency listed above. This MOU is entered and is to serve as the agreement between DPS and law enforcement agencies participating in MoDEx.

II. BACKGROUND

The State of Missouri, through DPS, sponsors MoDEx, a statewide solution to enable sharing CJI between disparate CJI systems, processes and participating criminal justice agencies within the State of Missouri pursuant to 11 CSR 30-17.010. All information shared through MoDEx shall be protected in accordance with the Federal Bureau of Investigation Criminal Justice Information Services (FBI CJIS) Security Policy and Chapter 610 RSMo.

The goal of MoDEx is to enhance the effectiveness of criminal justice agencies by increasing timely, accurate and secure CJI information sharing across jurisdictional boundaries, resulting in improved officer safety, enhancing Missouri's and the nation's efforts in combating crime and terrorism.

MoDEx provides the mechanism for criminal justice agencies to share selected CJI data statewide and nationwide. Agency data shared through MoDEx is CJI and can be accessed through the FBI's National Data Exchange (N-DEx). *In accordance with the CJIS Security Policy and consistent with 28 C.F.R. §§ 20.1-20.3, N-DEx system access is restricted to "criminal justice agencies" and agencies performing the "administration of criminal justice".*

III. TERM OF MOU

This MOU is effective upon the date last signed and executed by the duly authorized representatives of the parties to this MOU. Either party may terminate this agreement 30 days after giving the other party written notice of intent to terminate.

IV. RESPONSIBILITIES

A. DPS agrees to perform the following actions:
   1. Subject to the availability of funds from the MoDEx Fund created pursuant to section 488.5320, RSMo, DPS will fund qualifying interfaces from the local agency CJI system(s) to the MoDEx process.

B. The undersigned agency agrees to perform the following actions:
   1. The agency will determine and signify their data sharing level under section **VI. Data Shared** on page 3 of this MOU by initialing their choice(s) and providing the CJI system vendor name(s).
   2. The agency will need to direct its CJI system vendor(s) and or Information Technology (IT) system maintenance contractor(s) to cooperate and facilitate the following:
      a. Network access and connectivity
      b. Timely CJI data extracts for engineering and testing purposes
      c. Production extracts
      d. Regular CJI data updates as agreed to during the design process
      e. Timely review and approval of design documents and test results
      f. Exclusion of data the agency does not want to transfer to the MoDEx process.
   3. Direct their CJI system vendor if they require a record be edited, deleted, expunged, or otherwise changed in a timelier manner than their regularly scheduled data update to the MoDEx process.
   4. Verify records with law enforcement agencies that have been shared through the MoDEx process.
   5. The agency requesting or using CJI data is responsible for confirming the accuracy of the information with the originating agency before taking any enforcement-related action or creating any enforcement-related official documents. Any corrections to N-DEx data should be referred to the originating agency to make the correction in its CJI system(s), which will be reflected in the N-DEx data after the next system refresh. It is the responsibility of the agency requesting the data to confirm the timeliness and relevance of the information with the originating agency.
   6. If an agency obtains a different CJI system(s) vendor(s) and the agency wishes to continue participation in MoDEx, the agency shall insure the vendor is an approved vendor on the Central Vendor File (CVF) and DPS Information Sharing Coordinator should be notified in writing of the vendor changes.
   7. If the agency terminates this agreement and would like to have their data removed, the agency will be responsible for any associated costs.

C. Both parties agree to the following:
   1. Participating agencies retain ownership and control of the CJI data they provide and share through MoDEx at all times. The participating agency is responsible for creating, updating, and deleting records in its own CJI system(s)database(s), according to its own policies. The participating agency is responsible for the completeness and accuracy of its shared source data.
   2. Abide by all state and federal laws and regulations governing the confidentiality of CJI.

V. GENERAL PROVISIONS

A. Sovereign Immunity:
   1. Nothing in this MOU may be construed as a waiver by either party of any applicable immunity, including sovereign immunity as enjoyed by the state of Missouri under section 537.600 of the Revised Statutes of Missouri.
   2. This agreement is not intended to create any substantive right enforceable by either party or any third party. Each party to this agreement shall remain individually responsible for complying with all applicable federal and state laws and regulations governing the confidentiality of CJI.

B. Entirety of Agreement:
   1. This MOU represents the entire and integrated agreement between the parties and supersedes

all prior negotiations, representations, and agreements, whether written or oral.

C. Interpretation:
   1. This MOU shall be governed by and interpreted and enforced in accordance with the substantive laws of Missouri without regard to the conflicts of law provisions thereof.

VI. DATA SHARED

LAW ENFORCEMENT AGENCY PARTICIPATION
Select agency CJI data type of sharing participation:

GG	Records Management System (RMS) Data	System Vendor Name: St. Louis CARE
GG	Jail Management System (JMS) Data	System Vendor Name: REJIS
GG	Computer Aided Dispatch (CAD) Data	System Vendor Name: Motorola Premium One
GG	Missouri Automated Crime Victim Notification System (MOVANS) **Note: Participation in the Missouri Automated Crime Victim Notification System is only available for those agencies that fall under the requirements of RSMo: 595.209.*	System Vendor Name: MoDEx

St. Charles City Police Department
PARTICIPATING LAW ENFORCEMENT AGENCY NAME

Chief George Grove
*LAW ENFORCEMENT AGENCY HEAD **(TYPED or PRINTED NAME)***

George Grove #191 — 3/10/26
*LAW ENFORCEMENT AGENCY HEAD (**SIGNATURE**)* — *DATE*

Missouri Department of Public Safety

Missouri Department of Public Safety
AGENCY NAME

*AGENCY HEAD/Designee **(TYPED or PRINTED NAME)***

*AGENCY HEAD/Designee (**SIGNATURE**)* — *DATE*

CITY OF SAINT CHARLES,
MISSOURI

Daniel J. Borgmeyer, Mayor Date

Attest:

Kimberly Hudson, City Clerk Date

Approved as to Legal Form:

Holly Magdziarz 3/20/2026

Holly Magdziarz, City Attorney Date



RCA FORM (OFFICE USE ONLY)

MEETING/DATE: 4/7/2026

Regular ☒ Special ☐ Work Session ☐

ATTACHMENT: YES ☒ NO ☐

Report ☐ Resolution ☐ Ordinance ☒

Bill # 14074

Request for Council Action

Ward(s): 5 **Sponsor(s):** Denise Mitchell

Description:

Approve an ordinance to annex into the City a 0.88-acre tract of land known as 1408 Fischer Lane.

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 0.88-acre tract of land known as 1408 Fischer Lane, which is currently under the jurisdiction of Unincorporated St. Charles County. Application Z-2026-05 (also on the April 7, 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 March 9, 2026 meeting where there were no speakers from the public. The application was forwarded with a recommendation for approval (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: LAB Dept. Dir. Finance Dir. Dir. of Admin.

Z-2026-05: 1408 FISCHER LANE



Bill No. 14074 Ordinance No. _____

Sponsor: Denise Mitchell

AN ORDINANCE ANNEXING CERTAIN ADJACENT CONTIGUOUS LAND INTO THE CITY OF SAINT CHARLES, MISSOURI, AND ASSIGNING THE LAND TO A DESIGNATED WARD OF THE CITY BEING PETITIONED FOR ANNEXATION BY MARK BAYLISS, JR., AND KAYLA FOZZARD OF APPROXIMATELY 0.88 ACRES OF LAND KNOWN AS 1408 FISCHER LANE.

WHEREAS, a certain verified petition signed by the owners 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 March 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 Five of the City of Saint Charles, Missouri.

SECTION 6. This Ordinance shall be in full force and effect seven (7) days from the date of its passage and approval.

Date Passed	Michael Galba, Presiding Officer
Date Approved by Mayor	Daniel J. Borgmeyer, Mayor
Approved as to Legal Form:	Attest:
Holly Magdziarz 3/26/26	
Holly Magdziarz, City Attorney Date	Kimberly Hudson, City Clerk



EXHIBIT A

LOT 7 OF SURREY MEADOWS, PLAT ONE, A SUBDIVISION IN ST. CHARLES COUNTY, MISSOURI, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 10 PAGE 44 OF THE ST. CHARLES COUNTY RECORDS.

PART OF LOT 8 OF SURREY MEADOWS PLAT ONE, A SUBDIVISION IN ST CHARLES COUNTY, MISSOURI, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 10 PAGE 44, OF THE ST CHARLES COUNTY RECORD, SAID PART BEING DESCRIBED AS: BEGINNING AT THE NORTHWEST CORNER OF LOT 7 OF SAID SUBDIVISION THENCE SOUTH 54 DEGREES 30 MINUTES WEST ALONG THE COMMON LOT LINE OF LOTS 7 AND 8 , 361.07 FEET TO THE NORTHEAST RIGHT OF WAY LINE OF SURREY HILL DRIVE, THENCE NORTH 35 DEGREES 10 MINUTES WEST 20.00 FEET ALONG SAID RIGHT OF WAY TO A POINT; THENCE NORTH 58 DEGREES 00 MINUTES EAST 361.61 FEET TO THE POINT OF BEGINNING.

Parcel #: 3-0010-4162-00-0007.0000000

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 4/7/2026
Regular ☒ Special ☐ Work Session ☐
ATTACHMENT: YES ☒ NO ☐
Report ☒ Resolution ☐ Ordinance ☒

Bill # 14075

Request for Council Action

Ward(s): 5 **Sponsor(s):** Denise Mitchell

Description:
Case No. Z-2026-05. (99 to 1, LLC, Mark Bayliss & Kayla Fozzard) An application to annex and establish the zoning for a 0.88-acre tract of land located at 1408 Fischer Lane, from St. Charles County "R1E" Single-Family Residential District to the City of St. Charles "R-1E" Single-Family Residential District. The subject property will be located in Ward 5 upon annexation.

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

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

Summary:
The City has received an application to establish zoning for 1408 Fischer Lane, upon annexation from St. Charles County R1E Single-Family Residential District to City of St. Charles R-1E Single-Family Residential District. The subject property is a 0.88-acre parcel. The property is currently developed and used as a single-family residence, and the owner has requested annexation in order to connect to City utilities. Upon annexation, the property would continue to operate in compliance with the regulations of the R-1E Single-Family Residential District.

The Planning and Zoning Commission held a public hearing on this item at their March 9, 2026 meeting. There were no speakers from the public. The Commission forwarded a favorable recommendation 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: LAB Dept. Dir. [signature] Finance Dir. [signature] Dir. of Admin. [signature]

AGENDA ITEM #4

STAFF REPORT
CASE NO. Z-2026-05
1408 FISCHER LANE

MARCH 9, 2026
BY LARA BERRY

PREVIOUS OWNER: 99 to 1, LLC – Jacob Gould
20 Green Mountain Court
Defiance, Missouri 63341

CURRENT OWNER: Mark Bayliss & Kayla Fozzard
1408 Fischer Lane
St. Charles, Missouri 63303

ADDRESS/LOCATION: 1408 Fischer Lane
Ward 5 upon annexation

ACREAGE: 0.88-Acre

EXISTING ZONING: County R1E Single-Family Residential District

REQUESTED ZONING: City R-1E Single-Family Residential District

SURROUNDING ZONING:

Direction	***Zoning***	***Use***
North	R-1E Single-Family Residential	Single-Family Residential
South	R-1E Single-Family Residential District	Single-Family Residential
East	PD-R Planned Development Residential	Single-Family Residential
West	R-1D Single-Family Residential District	Single-Family Residential

REQUEST

The City has received an application to annex and establish zoning for the property located at 1408 Fischer Lane, from St. Charles County R1E Single-Family Residential District to City of St. Charles R-1E Single-Family Residential District. The subject property is a 0.88-acre lot located off Hackmann Road.

The annexation of this property would further incorporate a remaining pocket of land within

unincorporated St. Charles County. The property is currently developed and used as a single-family residence, and the owner has requested annexation in order to connect to City utilities. Upon annexation, the property would continue to operate in compliance with the regulations of the R-1E Single-Family Residential District.

Staff further notes that during the review of these requests, ownership of the subject property transferred. Prior to the transfer of ownership, the City became aware that the property was connected to the City's sanitary sewer system without an established utility account. Annexation is required in order to formalize the utility connection, establish a City utility account, and ensure ongoing compliance with applicable City utility regulations. Both the seller and the current property owner have executed the annexation and rezoning applications to facilitate this process.



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, promote compatibility, and support the City's long-term goals for balanced growth. Proposed new uses should be judged based upon their distance from the nearest activity center and/or sub-district, their 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 nearest to Activity Center #9 (Wapelhorst Park). Properties immediately adjacent to the site are zoned and developed for single-family residential use. The Department of Community Development finds the proposed annexation and establishment of R-1E zoning to be consistent with the Updated 2026 Comprehensive Plan and compatible with existing development patterns in the surrounding area.

STAFF RECOMMENDATION

After review of these requests, 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-2026-05.

Motion to forward a **favorable** recommendation of approval to the City Council for the establishment of zoning for the subject property via Z-2026-05.



Figure 2: Aerial image identifying the subject property.



Figure 3: Photo of the Subject Property.

Bill No. 14075 Ordinance No._____

Sponsor: Denise Mitchell

AN ORDINANCE REZONING TO ST. CHARLES CITY ZONING DISTRICT "R-1E" SINGLE-FAMILY RESIDENTIAL DISTRICT FROM ST. CHARLES COUNTY ZONING DISTRICT "R1E" SINGLE-FAMILY RESIDENTIAL DISTRICT A 0.88 ACRE (MORE OR LESS) TRACT OF LAND LOCATED AT 1408 FISCHER LANE.

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 March 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 0.88 acre (more or less) tract of land located at 1408 Fischer Lane is rezoned from St. Charles County Zoning District "R1E" Single-Family Residential District to St. Charles City Zoning District "R-1E" Single-Family Residential District. The parcel of land is more particularly described in the attached Exhibit A and incorporated by this reference.

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

Bill No. 14075

Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 3/26/26

Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk



EXHIBIT A

LOT 7 OF SURREY MEADOWS, PLAT ONE, A SUBDIVISION IN ST. CHARLES COUNTY, MISSOURI, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 10 PAGE 44 OF THE ST. CHARLES COUNTY RECORDS.

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Parcel #: 3-0010-4162-00-0007.0000000

RCA FORM (OFFICE USE ONLY) **Bill #** 14076

MEETING/DATE: 4/7/2026

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-2026-06. (Green Farms Biosystems LLC) An application to rezone an approximately 29,169 square feet tract of land located at Lot 3E of the Three Flags #2 Subdivision, 470 feet (more or less) northeast of the S. 5th Street and Interstate 70 interchange, from "C-2" General Business District to "C-3" Highway Business District for a proposed Marijuana Facility. The subject property is located in Ward 2.

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

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

Summary:

The City has received an application to rezone the property located at Lot 3E of the Three Flags #2 Subdivision, 470 feet (more or less) northeast of the S. 5th Street and Interstate 70 interchange, from C-2 General Business District to C-3 Highway Business District. If the requested rezoning is approved, the applicant intends to build a new structure for the purpose of 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 March 9, 2026 meeting where the applicant spoke and there were no speakers from the public. The Commission voted to forward the application to the City Council with a favorable recommendation (7 in favor, 0 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. Finance Dir. Dir. of Admin.

Community Development

AGENDA ITEMS #

STAFF REPORT
CASE NO. Z-2026-06
REZONING: C-2 TO C-3
S. FIFTH STREET
LOT 3E – THREE FLAGS #2 SUBDIVISION

MARCH 9, 2026
BY LARA BERRY

APPLICANT: Green Farms Biosystems LLC
766 Spirit 40 Park Drive
Chesterfield, Missouri 63005

OWNER: Three Flags Center 2016, LLC
343 S. Kirkwood Road, Box 220456
St. Louis, Missouri 63122

ADDRESS/LOCATION: Lot 3E of the Three Flags #2 Subdivision
Ward 2

LOT SIZE: Approximately 29,185 square feet

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	PD-RF	Common Ground
South	Highway 70	Interstate Highway/MODOT Right-of-Way
East	C-2	Hotel
West	C-2	Parking Lot & Multi-Tenant Commercial

SUMMARY OF REQUEST

The City has received an application from Armstrong Teasdale representing Green Farms Biosystems LLC, for an undeveloped parcel located on Lot 3E of the Three Flags #2 Subdivision, to rezone the property from C-2 General Business District to C-3 Highway Business District. While the applicant has identified a marijuana dispensary as a potential future use, the rezoning request must be evaluated based on the appropriateness of the C-3 district and its full range of permitted and conditional uses.

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 the applicant has expressed an intent to pursue a marijuana dispensary in the future, this application is limited to a rezoning request. Accordingly, this 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.

No official site plan has been submitted at this time; however, sample elevations have been provided for reference only (Figures 1-3 on the next page). If the rezoning is approved, future development of the site may require Site Plan approval, at which time staff will evaluate compliance with all applicable design standards, including parking, access, traffic, landscaping, lighting, and other operational considerations.



Figures 1-3: Sample Elevations for a proposed building.

PAST REVIEWS

The Commission may recall three (3) previous 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 because 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, there was a similar request for the subject parcel. 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.

Z-2026-02

Most recently, at the February 9, 2026, Planning and Zoning Commission meeting, there was a request to rezone the property located at 1423 S. 5th Street, from C-2 General Business District to C-3 Highway Business District. That applicant intends to also operate a Marijuana Dispensary, should the rezoning be approved. Planning Staff provided a favorable recommendation for the

rezoning request, and the Commission forwarded the rezoning application to the City Council with a favorable recommendation (6 in favor, 1 opposed, 1 recusal). The City Council held a public hearing on this item at their March 3, 2026, meeting, with final action anticipated at the March 17, 2026 meeting.



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

While two (2) of the prior rezoning requests in the immediate area were not ultimately approved or were withdrawn and one (1) request is currently under consideration, 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.

ANALYSIS

Figure 2 on page 5 identifies the 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 mixed-use and commercial zoning surrounding the C-2 districts. Just west of the subject property, within Mark Twain Village, the majority of the parcels are zoned C-3 Highway Business District. Given the subject property's proximity to Interstate 70 and nearby C-3-zoned properties, the requested rezoning is consistent with the general zoning pattern in this area. 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 for the proposed marijuana use except for being in a qualifying zoning district.

Additionally, as previously mentioned, staff notes that the subject property is located within 1,000 feet of another active rezoning application intended for a marijuana-related use, at 1423 S 5th Street. For purposes of applying applicable separation requirements, specifically how a "location" is established under the City Code and state regulations, staff in coordination with the Legal Department, has determined that such a location is considered established at the issuance of a city-issued business license for that specific location. Any final determination regarding compliance with separation requirements and licensure will occur through the appropriate regulatory review processes (staff administrative review).

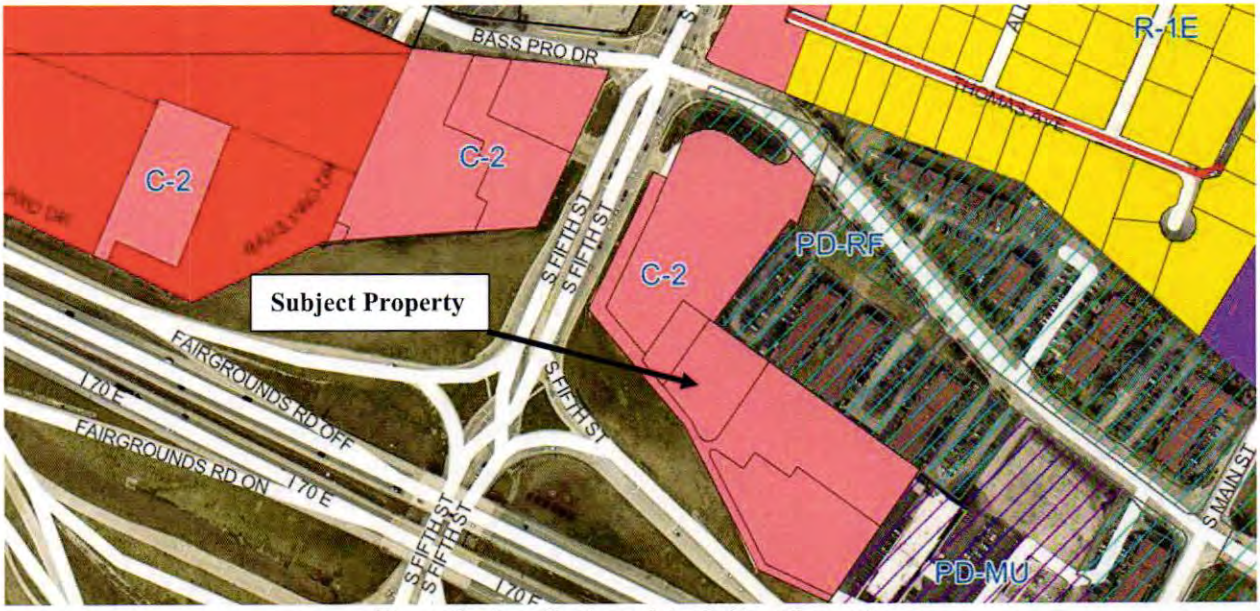


Figure 2: Area Zoning of the Subject Property.

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).

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.

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).

While this property is currently a vacant piece of land 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 recommends that the Commission and City Council consider the full range of permitted and conditional uses within the C-3 district when evaluating the rezoning request. Currently, the Zoning Code provides additional regulations on some of the more sensitive uses, such as Tattoo Establishments and Animal Service Establishments.

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 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): Depending on the location of the open pens or runs, this may be an available use; there is a residential district within 300 feet of the property on the north side of Ameristar Boulevard.

The I-70/Fifth Street Interchange area has been identified as an Activity Center that 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, Streets of St. Charles, and Riverpointe.

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, promote compatibility, and support the City's long-term goals for balanced growth. Proposed new uses should be judged based upon their distance from the nearest activity center and/or sub-district, their 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.

Based on the subject property's proximity to Activity Center #7 and Interstate 70, the requested C-3 Highway Business District zoning is consistent with the Comprehensive Plan's guidance for accommodating higher-intensity commercial uses at major interchange nodes.

STAFF RECOMMENDATION

After review of the rezoning request, potential land uses within the City's Zoning Ordinance, the updated 2026 Comprehensive Plan, and 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 that 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-2026-06.

Rhys J. Williams
Direct **T** 314.259.4756
rwilliams@atllp.com

January 26, 2026

City of St. Charles Planning Division
200 N. 2nd Street
3rd Floor, Room 303
St. Charles, MO 63301
Attn: John Boyer, Planning Manager
john.boyer@stcharlescitymo.gov

Re: Application for Rezone – Parcel ID # 6-014D-A734-00-003E.0000000 on S. 5th Street (Lot 4), St. Charles, MO 63301 (the "Site")

John:

Please be advised that this firm represents Green Farms Biosystems LLC ("**Applicant**"). Applicant is under contract to purchase the Site and intends to close on its acquisition on February 18, 2026. Please allow this letter to serve as Applicant's request that the City of St. Charles, Missouri (the "**City**") amend its District Zoning Map within Chapter 156 of the City's Ordinances to rezone the Site from a C-2 General Business District to a C-3 Highway Business District. Applicant is currently under contract to purchase the Site.

The Site is located in the City's C-2 General Business District. The Site is currently raw land consisting of approximately 0.67 acres and has remained undeveloped in the City for many years. Applicant seeks to develop the Site and construct a facility to operate as a Marijuana Dispensary Facility.

In conformity with Amendment 3 of the Missouri Constitution and the rules and regulations promulgated by the Missouri Department of Health and Senior Services Division of Cannabis Regulation, the City's Zoning Code (§ 675.110.A) currently authorizes the operation of a Marijuana Dispensary Facility for the sale of adult use and medical marijuana as a permitted use in a C-3 district. The City codified additional requirements and standards with respect to the operation and facility specifications for any Marijuana Dispensary Facility, and Applicant satisfies all but one of those requirements.

The Site will meet all distance requirements in § 675.110.B.1-6, as the proposed building will be located more than 1,000 feet from a church, educational institution, daycare, public park or public pool, halfway house or correctional facility, or any other Marijuana Facility. The proposed structure will not contain any residential unit, thus satisfying § 675.110.B.7. Further, the proposed structure on the Site will be located within 1,000 feet of Interstate 70, as required by § 675.110.C. Further, should the City authorize the rezone of the Site, Applicant will also ensure satisfaction of all other use-specific and operational standards set forth in § 675.110.E-F.

The only standard not met is that the Site is located within the C-2 General Business District. However, when reviewing an application for rezone, the City must balance its perception of the uses allowed in C3 with the other district and site-specific considerations as follows:

i. That the rezone is consistent with the City's Comprehensive Plan and other surrounding districts.

This request is consistent with the City's Comprehensive Plan. Applicant's proposed development of the Site represents a higher and better use than the currently vacant lot. If the Site is rezoned to the C-3 Highway Business District, Applicant will contribute to the economic viability of the I-70/Fifth Street Activity Center. The proposed use as a Marijuana Dispensary Facility is in harmony with the predominant land use in the area, given the proximity to I-70 and Fifth Street. This Activity Center is an important hub of commercial activity in the City due to the high volume of traffic on I-70. A rezone would permit the Site to contribute to the economic wellbeing of the I-70/Fifth Street Activity Center rather than provide no economic benefit as a vacant lot. The Site is bordered by a C-3 property to the northwest and PD-Commercial properties to the east, southeast, and southwest. These zones promote a variety of commercial uses that fulfil the goal of the I-70/Fifth Street Activity Center. A C-3 zone offers a broader range of possibilities, thus maximizing the economic productivity and vibrancy of this Activity Center. Further, PD-Commercial districts incorporate all of the permitted uses by right within C-3 uses. The C-3 district is the City's Business Highway District. The Site's very close proximity to I-70 lends itself to a highway business zoning classification, as is the case the Northwest side of I-70 and 5th Street.

Applicant's proposed use of the Site will contribute to the economic wellbeing of the City in the form of significant sales tax revenue. This economic boost from the proposed rezone of the Site to a C-3 is harmonious with the nearby Planned Development – Riverfront District. The proposed use of the Site and economic benefit to the City is complimentary to what St. Charles is recognized for as a critical destination for travelers and locals alike, particularly for nearby businesses that are casinos, restaurants, bars, and music venues.

ii. The application supports the character of the neighborhood, considering the design of streets, civic spaces, and other open spaces, the scale, pattern, and format of buildings, the compatibility, transitions, and integration of existing and potential future uses, and the suitability of the subject property for the uses to which it has been restricted.

The Site is small, vacant and is situated between a highway, a retail center, a hotel and an apartment complex. It cannot accommodate larger-scaled operations and parking for a restaurant or fast-food restaurant, or for a multi-family development. The current economic environment is prohibitive for many operators to erect a stand-alone retail facility. However, the Site is ideal for the use proposed by Applicant, giving it the ability to both construct a safe and innocuous building with its own parking for patrons. In fact, unlike a typical fast-food restaurant, the square footage and parking necessary for a Marijuana Dispensary Facility is not as onerous. The vast majority of patrons that frequent these establishments shop online, order their products ahead of time, and merely park, enter the facility, and leave the facility in less than 5 to 7 minutes.

To that end, Applicant encloses preliminary renderings of the building it plans to build at the Site. Applicant has designed a facility that it hopes the City will be proud of, and operates itself in a manner that will be respectful to the City and its inhabitants.

iii. The effect of approval on surrounding property, including the likelihood that surrounding areas may be developed in accordance with current zoning or future plans.

In addition to the aforementioned, as the City's zoning code provides that all C-1 and C-2 uses are authorized in a C-3 Highway Business District, all of those uses currently available in a C-2 will still be available once the Site is rezoned.

Please note that upon approval of its rezone, Applicant is committed to working with the City's staff to ensure the facility is designed in a manner that makes the City proud of this partnership.

Please let me know if there are any questions or if there is additional information I can provide. You can contact me via phone at 314.259.4756 or via email at rwilliams@atllp.com.

Sincerely,

Rhys Williams

Rhys J. Williams

RJW:

cc: Joe Delia [redacted]
Joe Goff, Jr. [redacted]

Bill No. 14076 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 AN APPROXIMATELY 29,169 SQUARE FOOT TRACT OF LAND LOCATED AT LOT 3E OF THE THREE FLAGS #2 SUBDIVISION, 470 FEET (MORE OR LESS) NORTHEAST OF THE SOUTH FIFTH STREET AND INTERSTATE 70 INTERCHANGE.

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 March 9, 2026, meeting and made a favorable recommendation (7 in favor, 0 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:

An approximately 29,169 square foot tract of land .88 acre (more or less) tract of land located at Lot 3E of the Three Flags #2 Subdivision, 470 feet (more or less) northeast of the South 5th Street and Interstate 70 interchange 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. 14076

Date Passed	Michael Galba, Presiding Officer
Date Approved by Mayor	Daniel J. Borgmeyer, Mayor
Approved as to Legal Form:	Attest:
Holly Magdziarz, City Attorney Date	Kimberly Hudson, City Clerk



EXHIBIT A

Lot 3 East of Three Flags Subdivision Plat Two, being a Resubdivision of Lot 3 of Resubdivision of lots B and C of Three Flags Subdivision, a subdivision in St. Charles County, Missouri, according to the plat thereof recorded in Plat Book 44 page 327 of St. Charles County Records.

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 4/7/2026
Regular ☒ Special ☐ Work Session ☐
ATTACHMENT: YES ☒ NO ☐
Report ☒ Resolution ☐ Ordinance ☒

Bill # 14077

Request for Council Action

Ward(s): 8 **Sponsor(s):** Michael Galba

Description:
Case No. PDA-2026-01. (Charlestowne Crossing, LLC) An application to amend an existing Planned Development district for a planned Senior Housing Facility and Congregate Care Facility development, specifically to establish the district entitlements within the PD-MU Planned Development Mixed-Use District. The subject property is located in Ward 8.

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

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

Summary:
The applicant has submitted a petition to amend an existing PD-MU Planned Development - Mixed Use for a new senior living development within the City of St. Charles. The property is 8.24 acres in total size and located at the southwest corner of Highway B and Boschertown Rd.

This amendment is to establish zoning entitlements and development standards through the submittal of a Preliminary Development Plan. A total of 190 units/beds are proposed, or 23.17 units per acre, with four (4) housing types to be constructed in three phases. Pending the approval of this amendment, a site plan application(s) will be submitted for review at a later date.

The Planning and Zoning Commission held a public hearing on this item at their March 9, 2026 meeting where the applicant spoke and there was one (1) speaker from the public in opposition, with concerns related to how the development may fit with the nearby single-family development. The Commission voted 6 in favor, 0 opposed and 2 abstention to forward the application to the City Council with a favorable recommendation.

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

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

AGENDA ITEM #8

STAFF REPORT
CASE NO. PDA-2026-01
CHARLESTOWNE SENIOR LIVING
PLANNED DEVELOPMENT AMENDMENT

NOVEMBER 11, 2025
BY MADELYN P. BROWN

APPLICANT:	Charlestowne Crossing, LLC 239 Fox Hill Road St. Charles, MO 63301
OWNER:	FHRA, LLC 239 Fox Hill Road St. Charles, MO 63301
ADDRESS/LOCATION:	Located at the southwest corner of Highway B and Boschertown Rd (Parcel ID # 5-116B-C390-00-000B.2000000) Ward 6
ACREAGE:	8.24 Acres
ZONING:	PD-MU Planned Development Mixed Use

REQUEST

The applicant has submitted a petition to amend an existing PD-MU Planned Development-Mixed Use for a new senior living development within the City of St. Charles. The property is 8.24 acres in total size and located at the southwest corner of Highway B and Boschertown Rd. This amendment is to establish zoning entitlements and development standards through the submittal of a Preliminary Development Plan. Pending the approval of this amendment, a site plan application(s) will be submitted for review at a later date.

BACKGROUND

The subject tract of land was originally a part of the New Town at St. Charles development during its establishment in 2003. As such, the subject parcel of land was zoned PD-MU, consistent with the zoning designation throughout New Town. Over time, plans for New Town evolved, and the development boundaries were reduced in response to market conditions. In 2017, 67 acres that were formerly a part of New Town were rezoned to the R-1E Single-Family Residential District to allow for construction of a new residential development by Charlestowne Crossing LLC. The subject tract, while also sold to Charlestowne Crossing LLC, remained zoned PD-MU for future

development. The original development entitlements, due to the removal from the New Town development applicable to this parcel, have also been removed. Now that the applicant is prepared to move forward with development of the site, an application has been submitted to reestablish entitlements of the PD-MU for the proposed senior living development.



Figure 1: Aerial view of subject site.

ANALYSIS

Overview

The applicant is proposing to amend the existing PD-MU to allow for a senior living development. The proposal includes four (4) housing types to be constructed in three (3) phases:

- Phase One (1) consists of a 42,600-square-foot Assisted Living facility.
- Phase Two (2) includes a 60,000 square foot Independent Living facility, as well as five groupings of attached dwellings totaling eleven (11) units.
- Phase Three (3) consists of a 40,000 square foot Long Term Care building.

Land Uses
Per the PD standards, a wide range of uses identified within the residential, commercial, and industrial zoning districts are permitted within a PD-MU Planned Development Mixed Use zoning; however, the applicant is specifically proposing a Senior Housing Facility and Congregate Care Facility use. If approved as submitted, no other uses would be permitted without an amendment to the request. Table 1, below, details the standards requested for this PD-MU Planned Development.

Requested PD-MU	
Permitted Uses	Senior Housing and Congregate Care Facility
Density	23.17 Units per acre (190 units/beds)
Front Yard Setback	25 ft
Side Yard Setback	25 ft
Rear Yard Setback	25 ft
Interior Lot Line Setback	0 Ft
Min. Distance Between Buildings	N/A
Max. Lot Coverage	57%
Max. Building Height	N/A

Table 1: Requested PD-MU Standards.

Density
The applicant is proposing a maximum density of 23.17 units per acre. The PD-MU zoning district regulations do not specifically establish maximum densities per acre. Additionally, there is not an underlying zoning district to establish density due to the existing PD zoning. In order to determine the appropriateness of the proposed density, Staff has analyzed the proposal through the lens of the new St. Charles Comprehensive Plan, "2026 Guiding STC", and nearby developments.

The Comprehensive Plan, originally adopted in 2002 and updated in 2026, recommends that land use decisions be based on a project's location and compatibility with surrounding development. In this case, the proposal is directly adjacent to the Charlestowne and New Town developments, and is closest to Activity Center #19 (North City). These nearby developments are high in density with a broad range of uses. Additionally, this is a growth-focused area within the City of St. Charles, with new residences and commercial development along Highway N 94. Therefore, higher density can be considered appropriate in this location. The proposed density is typical of senior living developments in similar contexts and is considered appropriate given the type of residential care and range of services provided on site. Additional evaluation of this proposal using the Comprehensive Plan as a guide has been provided on Pages 6 and 7, within the Compliance with the Comprehensive Plan section.

There are other approved multi-family developments within the general vicinity with densities comparable to or greater than what is being proposed. This includes the New Town Senior Living Facility at 3200 Granger Boulevard, which was proposed to include 132 dwelling units at a density of 32.12 units per acre; however, that development is no longer proposed. Also included are the Reed Crossing Apartments at 3451 Reed Crossing, with 108 dwelling units or 43.72 units per acre. Based on this comparison, the proposed density of this application is appropriate and can be consistent with the surrounding area and developments.



Figure 2: Subject property and nearby multi-family developments.

Architectural

The applicant has submitted sample images to provide examples for the architectural design and general appearance proposed for this development. These images have been provided below as reference only, and are not for review/approval of the Commission as a part of this application. During the forthcoming site plan submittal(s), additional renderings and elevations will be required which identify specific materials. The applicant has testified that the architectural design standards of the City will be met during the site plan approval stage.



Figure 3: Example design image.



Figure 4: Example design image.



Figure 5: Example design image.

Access/Transportation/Parking

Two (2) new access points are proposed for the site from Boschertown Road. The Fire Marshal has reviewed this plan and approves the proposed access. A traffic memo has also been submitted to the City which testifies that a traffic study is not required or warranted. The City's Engineering Department has reviewed the memo and accepts the memos findings (no traffic study required). Additionally, the sight distance at the proposed access point has been reviewed and found to be compliant with City standards, and the Engineering Department has approved the design as proposed.

Per the parking requirements identified in Section 400.670 of the Zoning Code, a Senior Housing Facility requires one (1) parking space per dwelling unit plus one (1) per each employee on the maximum shift. A Congregate Care Facility requires one (1) parking space per two (2) beds. Based on this calculation, one hundred forty-five (145) parking spaces would be required, which will be met per the provided plan.

Open Space/Amenities

A total of 3.58 acres (155,728 square feet) of open space has been provided on the overall 8.26 acre tract of land with the remaining 4.68 acres (203,142 square feet) acres being designated to structures and paved areas. This totals 43% open space and 57% site coverage. The PD-MU District permits a maximum site coverage of 70%. The proposed development complies with this standard, as the allowable site coverage has not been exceeded.

A courtyard space has been provided as an amenity available to residents within the Assisted Living building. Additional amenities will be identified during the approval of the site plan and future phasing approvals.

Buffering/Landscaping

In accordance with the PD-MU Planned Development – Mixed Use District standards, a 25 foot landscaped buffer is required along the perimeter of the development adjacent to residential uses/zoning. In this instance, residential use/zoning are adjacent only along the Boschertown Road

perimeter at the west side of the subject site. In accordance with this requirement, the plan depicts the required buffer along this property boundary. This buffer is intended to mitigate the effect of the proposed mixed use development on the existing/established development.

The Preliminary Development Plan has attested that the required one (1) tree per thirty (30) lineal feet will be planted within the required landscape buffer. Furthermore, the plan also states that all landscaping within parking areas will also be compliant with City code. Staff will review and certify compliance during site plan review.

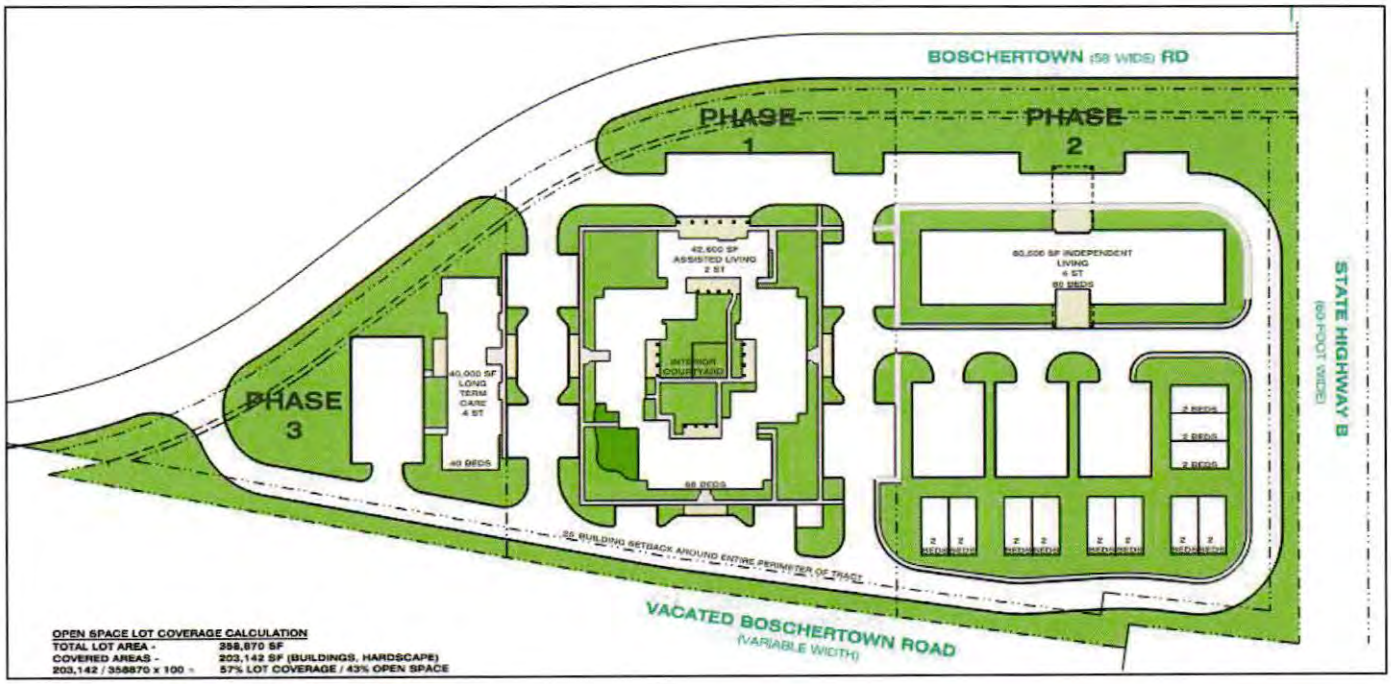


Figure 6: Preliminary Development Plan.

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.

As previously discussed within the density analysis (above, on Page 3), this property is closest to Activity Center #9 (North City). The proposed development is consistent with the surrounding development patterns and densities in the area. While the properties along Highway 94 and Highway B have historically consisted of farmland, largely in unincorporated county, there is a

clear pattern of redevelopment responding to the growing residential population. As mentioned above, the proposed density is typical of this style of development and would serve as an appropriate transition from nearby residential uses to existing and future commercial uses along Highway N 94.

The Department of Community Development considers this proposal to be generally consistent with the Updated 2026 Comprehensive Plan and compatible with surrounding land uses.

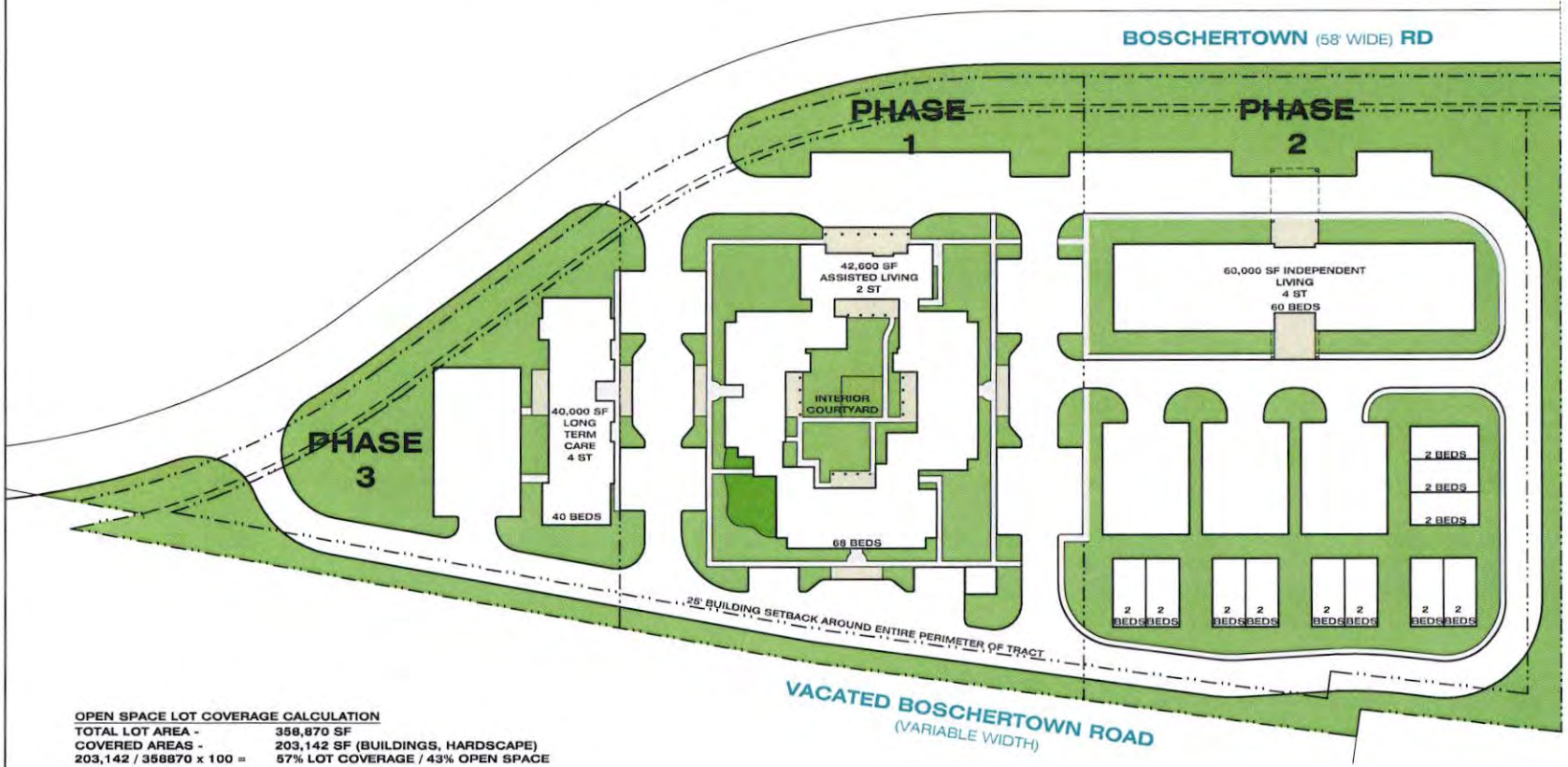
STAFF RECOMMENDATION

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

Recommended Motion:

1. *Motion to forward a recommendation of approval to the City Council for the Planned Development amendment PDA-2026-01, as submitted by the applicant.*

PRELIMINARY SITE PLAN
CHARLESTOWNE SENIOR LIVING



OPEN SPACE LOT COVERAGE CALCULATION

TOTAL LOT AREA -	358,870 SF
COVERED AREAS -	203,142 SF (BUILDINGS, HARDSCAPE)
203,142 / 358870 x 100 =	57% LOT COVERAGE / 43% OPEN SPACE

DENSITY CALCULATION

INDEPENDENT LIVING	82 BEDS
ASSISTED LIVING	68 BEDS
LONG TERM CARE	40 BEDS
	190 BEDS

GENERAL NOTES

MAXIMUN INDEPENDENT LIVING EMPLOYEE SHIFT = 20 EMPLOYEES
PARKING REQUIREMENTS WILL BE IN COMPLIANCE WITH CITY CODE
25' SETBACKS WITH THE EXCEPTION OF 0' SIDE YARD SETBACKS ON INTERIOR LOTS
25' LANDSCAPE BUFFER ALONG BOSCHERTOWN ROAD WITH 1 TREE PLANTED EVERY 30'
LANDSCAPING WITHIN PARKING AREAS WILL BE IN COMPLIANCE WITH CITY CODE

SITE PLAN

1"=40'-0"

ARCHITECT

T.R. Hughes Homes

CONSULTANT

SEAL

OWNER / CLIENT

PROJECT

CHARLESTOWNE SENIOR LIVING

ISSUE

SCHEMATIC DESIGN

REVISIONS

NO	DATE	DESCRIPTION

SHEET TITLE

OVERALL SITE PLAN

1

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Bill No. 14077 Ordinance No. _____

Sponsor: Michael Galba

AN ORDINANCE AMENDING THE EXISTING PLANNED "PD-MU" PLANNED DEVELOPMENT–MIXED USE FOR A PLANNED SENIOR HOUSING FACILITY AND CONGREGATE CARE FACILITY DEVELOPMENT AND, SPECIFICALLY, TO ESTABLISH ZONING ENTITLEMENTS AND DEVELOPMENT STANDARDS FOR 8.24 ACRES OF LAND LOCATED AT THE SOUTHWEST CORNER OF HIGHWAY B AND BOSCHERTOWN ROAD.

Whereas, pursuant to Ordinance No. 17-221, property consisting of 8.24 acres of land located at the southwest corner of Highway B and Boschertown Road (the "Property"), along with additional acreage, was deleted from The New Town at St. Charles Code and Regulating Plan; however, the Property continued to have the then-existing "PD-MU" Planned Development-Mixed Use designation; and

Whereas, Ordinance No. 17-221 further provided that the Property shall not be developed for any purpose until such time as an application to establish an appropriate development plan was approved for the Property; and

Whereas, pursuant to Section 400.900.A. of the City's Code of Ordinances, an application to amend the existing PD-MU along with a preliminary development plan for a new senior living development on the Property (the "Application") has been received by the Community Development Department; and

Whereas, the applicant, Charlestown Crossing, LLC, has laid out a Project under the name of Charlestowne Senior Living and has caused to be made the preliminary development plan thereof, a copy of which is attached hereto and incorporated herein by this reference as Exhibit A (the "Plan"); and

Whereas, approval of the Application will re-establish the entitlements of the PD-MU for the proposed senior living development; and

Whereas, the Planning and Zoning Commission held a public hearing on this amendment to the PD-MU at its March 9, 2026, meeting and made a favorable recommendation (6 in favor, 0 opposed, 2 abstained) to the City Council.

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

SECTION 1. The existing "PD-MU" Planned Development-Mixed Use for the 8.24 acres of land located at the southwest corner of Highway B and Boschertown Road (the "Property") is hereby amended for the proposed Charlestowne Senior Living development as depicted in in the attached Exhibit A hereto.

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:

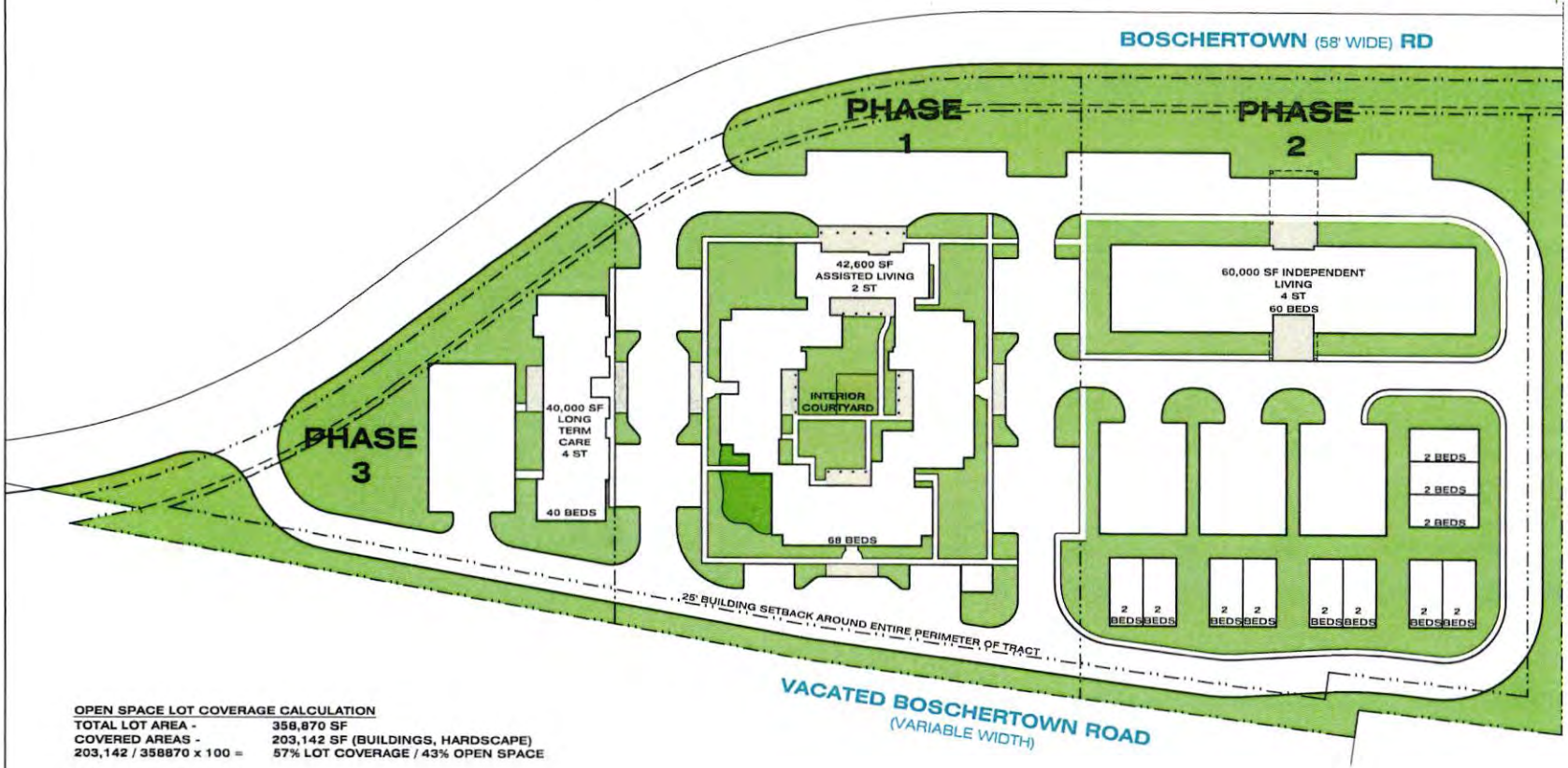
Holly Magdziarz 3/26/26

Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk



PRELIMINARY SITE PLAN
CHARLESTOWNE SENIOR LIVING



OPEN SPACE LOT COVERAGE CALCULATION

TOTAL LOT AREA -	358,870 SF
COVERED AREAS -	203,142 SF (BUILDINGS, HARDSCAPE)
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LONG TERM CARE	40 BEDS
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GENERAL NOTES

MAXIMUN INDEPENDENT LIVING EMPLOYEE SHIFT = 20 EMPLOYEES
PARKING REQUIREMENTS WILL BE IN COMPLIANCE WITH CITY CODE
25' SETBACKS WITH THE EXCEPTION OF 0' SIDE YARD SETBACKS ON INTERIOR LOTS
25' LANDSCAPE BUFFER ALONG BOSCHERTOWN ROAD WITH 1 TREE PLANTED EVERY 30'
LANDSCAPING WITHIN PARKING AREAS WILL BE IN COMPLIANCE WITH CITY CODE

SITE PLAN

1" = 40'-0"

ARCHITECT

T.R. Hughes Homes

CONSULTANT

SEAL

OWNER / CLIENT

PROJECT

CHARLESTOWNE SENIOR LIVING

ISSUE

SCHEMATIC DESIGN

REVISIONS

NO	DATE	DESCRIPTION

SHEET TITLE

OVERALL SITE PLAN

1

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EXHIBIT A

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 4/7/2026
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☑

Bill # 14078

Request for Council Action

Ward(s): 8 **Sponsor(s):** GALBA

Description:
An Ordinance to vacate easements at 3704 New Town Boulevard.

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

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

Summary:
Dierbergs has petitioned the City to vacate easements at 3704 New Town Boulevard, as recorded in Plat Book 45, Pages 335-337 & Plat Book 42, Page 97 of the Recorder of Deeds records.

Recorded documents of prior approval of the vacation of the easements are attached from the following:
-BAX Engineering Planning and Surveying
-Spire
-AT&T Missouri
-Charter Communications
-Ameren

Staff recommends approval of the vacation of the easements.

Budget Impact: (revenue generated, estimated cost, CIP item, etc.)
Fiscal Impact: $ 0.00 **N/A**
Account #: N/A
Project #: N/A

RCA prepared by: JG/GC Dept. Dir. Finance Dir. Dir. of Admin.

Bill No. 14078 Ordinance No. _____

Sponsor: Michael Galba

AN ORDINANCE AUTHORIZING THE VACATION OF ELEVEN (11) UTILITY EASEMENTS OF VARYING WIDTHS ON TRACTS OF LAND ADJACENT TO 3704 NEW TOWN BOULEVARD.

Whereas, the City has received a request to release nine (9) utility easements of varying widths as recorded in the St. Charles County Recorder of Deeds Office in Plat Book 45, Pages 335-337, inclusive, such tracts of land being part of Lot 1 of "Fountain Lakes Commerce Center Plat Seven", part of Lot 2 of "Fountain Lakes Commerce Center Plat Seven", and part of vacated Schattdecor Drive of "Fountain Lakes Commerce Center Plat Seven", as further depicted in the attached Exhibits A through I.

Whereas, the City has received a request to release two (2) utility easements, each five feet (5") wide, as recorded in the St. Charles County Recorder of Deeds Office in Plat Book 42 Page 97, such tracts of land being part of Lot 23C of "Resubdivision of Lot 23 of Fountain Lakes Commerce Center, Plat Six", as further depicted in the attached Exhibit J; and

Whereas, the existing easements proposed for vacation are no longer necessary and void of any utilities, and all affected utility companies have provided approvals for the easement vacation.

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

SECTION 1. The City Council authorizes the vacation of nine (9) utility easements of varying widths as recorded in the St. Charles County Recorder of Deeds Office in Plat Book 45, Pages 335-337, inclusive, such tracts of land being part of Lot 1 of "Fountain Lakes Commerce Center Plat Seven", part of Lot 2 of "Fountain Lakes Commerce Center Plat Seven", and part of vacated Schattdecor Drive of "Fountain Lakes Commerce Center Plat Seven", and further described in the attached Exhibits A through I, which are incorporated herein by this reference.

SECTION 2. The City Council authorizes the vacation of two (2) utility easements, each five feet (5") wide, as recorded in the St. Charles County Recorder of Deeds Office in Plat Book 42 Page 97, such tracts of land being part of Lot 23C of "Resubdivision of Lot 23 of Fountain Lakes Commerce Center, Plat Six", and further described in the attached Exhibit J, which is incorporated herein by this reference.

SECTION 3. The Mayor is authorized to execute any document necessary for the City of St. Charles to vacate and release the easements described in Section 1 and Section 2, above, and as shown on Exhibits A through J.

SECTION 4. The City Director of Engineering shall cause a certified copy of this Ordinance, including Exhibits A through J, to be recorded in the St. Charles County Missouri Recorder of Deeds Office, to be indexed under the names of the City of Saint Charles, Missouri, as grantor, and D3 Fountain Lakes, LLC, as grantee.

SECTION 5. 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 3/26/26	
Holly Magdziarz, City Attorney Date	Kimberly Hudson, City Clerk



T:\ORDINANCES\ORDINANCES\Easement or ROW - Acquistion & Vacation\3704 New Town Blvd - vacation of 11 easements (4.7.2026).docx

Petition for Vacation or Acceptance of Right-of-Way/Easement Within the City of St. Charles, Missouri

We, the owners of the tracts of land adjacent to 3704 New Town Boulevard, St. Charles, Missouri 63301, each lying in various width easements within the City limits of the City of St. Charles, do hereby petition the Mayor and City Council to:

- ☐ Accept said streets as Provisional Streets according to City Code 505.330.
- ☐ Accept said streets as Public Streets according to City Code 505.340.
- X Vacate said right-of-way [easement]

We the undersigned owners also understand and affirm that if public property rights do not currently exist, we shall donate and execute said donations at our expense, all land rights determined by the City as being necessary for said acceptance of streets or for vacation of right-of-way [easement] through the appropriate legal means which may include, but not necessarily be limited to resubdivision plats, deeds, easements, etc. The exact limits of the right-of-way or easements being petitioned are as follows:

A TRACT OF LAND BEING PART OF LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 45, PAGES 335-337 OF THE ST. CHARLES COUNTY RECORDS, IN TOWNSHIP 47 NORTH, RANGE 4 EAST, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN"; THENCE ALONG THE WEST LINE OF SAID LOT 1, SOUTH 01 DEGREES 32 MINUTES 04 SECONDS EAST 251.44 FEET TO THE ACTUAL POINT OF BEGINNING OF THE DESCRIPTION HEREIN; THENCE LEAVING SAID WEST LINE OF LOT 1, SOUTH 74 DEGREES 50 MINUTES 21 SECONDS EAST 431.91 FEET TO A POINT; THENCE SOUTH 15 DEGREES 09 MINUTES 39 SECONDS WEST 10.00 FEET TO A POINT; THENCE NORTH 74 DEGREES 50 MINUTES 21 SECONDS WEST 428.91 FEET TO A POINT IN THE AFORESAID WEST LINE OF LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN"; THENCE ALONG SAID WEST LINE OF LOT 1, NORTH 01 DEGREES 32 MINUTES 04 SECONDS WEST 10.44 FEET TO THE POINT OF BEGINNING, CONTAINING 4,304 SQUARE FEET ACCORDING TO CALCULATIONS BY BAX ENGINEERING COMPANY DURING JUNE, 2025.

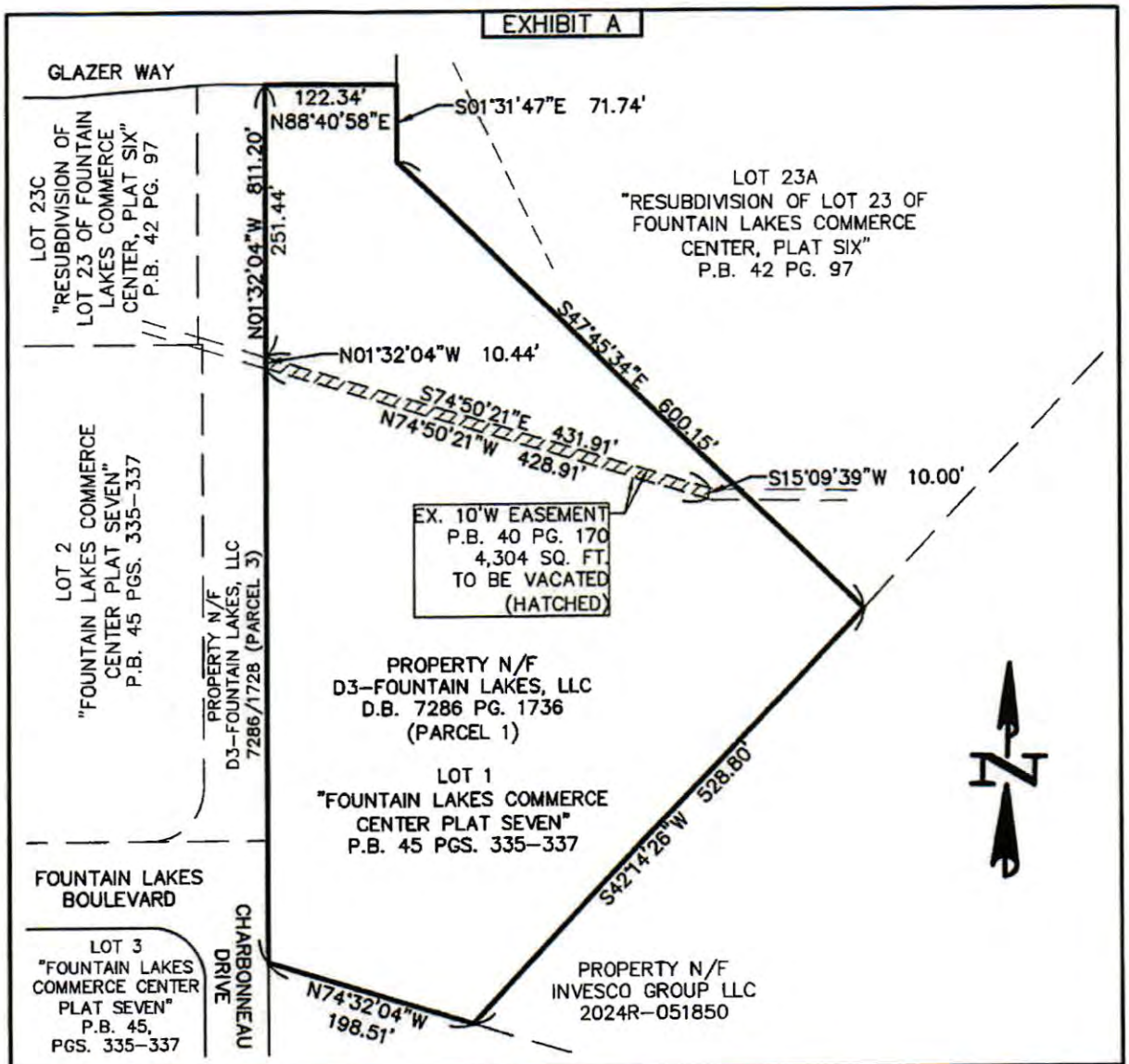
EXHIBIT A

Signatures of all adjoining property owners:



Signature

Drew Bextermueller
Director of Real Estate
D3 Fountain Lakes, LLC
16690 Swingley Ridge Road, 4th Floor
Chesterfield, Missouri 63017
(636) 812-1360



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC1
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45, PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

ENGINEERING
PLANNING
SURVEYING

LAND DESCRIPTION
4,304 SQ. FT.
JUNE 26, 2025
BAX PROJECT No. 97-9085ZTBE
CEM

EASEMENT VACATION

A TRACT OF LAND BEING PART OF LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 45, PAGES 335-337 OF THE ST. CHARLES COUNTY RECORDS, IN TOWNSHIP 47 NORTH, RANGE 4 EAST, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN"; THENCE ALONG THE WEST LINE OF SAID LOT 1, SOUTH 01 DEGREES 32 MINUTES 04 SECONDS EAST 251.44 FEET TO THE ACTUAL POINT OF BEGINNING OF THE DESCRIPTION HEREIN; THENCE LEAVING SAID WEST LINE OF LOT 1, SOUTH 74 DEGREES 50 MINUTES 21 SECONDS EAST 431.91 FEET TO A POINT; THENCE SOUTH 15 DEGREES 09 MINUTES 39 SECONDS WEST 10.00 FEET TO A POINT; THENCE NORTH 74 DEGREES 50 MINUTES 21 SECONDS WEST 428.91 FEET TO A POINT IN THE AFORESAID WEST LINE OF LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN"; THENCE ALONG SAID WEST LINE OF LOT 1, NORTH 01 DEGREES 32 MINUTES 04 SECONDS WEST 10.44 FEET TO THE POINT OF BEGINNING, CONTAINING 4,304 SQUARE FEET ACCORDING TO CALCULATIONS BY BAX ENGINEERING COMPANY DURING JUNE, 2025.



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

2025R-010980

03/20/2025 02:19:10 PM
$ 33.00
PAGES: 5
CERTIFIED-FILED FOR RECORD
MARY E. DEMPSEY
RECORDER OF DEEDS
ST. CHARLES COUNTY, MISSOURI
BY: KJETER
ELECTRONICALLY RECORDED

RELEASE OF PLATTED EASEMENTS

THIS INSTRUMENT, made this 19 day of March, 2025,

WITNESSETH THAT:

WHEREAS, there has heretofore been granted to SPIRE MISSOURI INC., a Missouri corporation, (**"GRANTOR"**), a platted easement(s) ("Easement") in certain land located upon Lot 1 of Fountain Lakes Commerce Center Plat Seven, a subdivision filed for record in Plat Book 45 at Page 335 through 337 of the St. Charles County, Missouri Records wherein the nature and extent of the Easement and the lands affected are described; and

WHEREAS the present owner, D3-FOUNTAIN LAKES, LLC **("GRANTEE")** of the lands so affected, has requested that **GRANTOR** release the Easement and **GRANTOR** is willing to do so to the extent hereinafter described.

NOW THEREFORE, in consideration of One Dollar ($1.00) in hand paid to **GRANTOR** by said **GRANTEE**, the receipt of which is hereby acknowledged, **GRANTOR** hereby RELEASES AND QUITCLAIMS to said GRANTEE all of **GRANTOR'S** right, title and interest in and to that Easement as depicted and shown hachured on the attached plat designated as "Exhibit A Pages 1, 2 and 3 and titled 'Easement Vacate'.

IN WITNESS WHEREOF, **GRANTOR** has caused this instrument to be signed by its Senior Vice President, Engineering, Gas Supply & Operation Services the day and year first above written.

SPIRE MISSOURI INC.

Legal Dept. Approval to Form: DPA

Mark Lowe
Senior Vice President, Engineering,
Gas Supply and Operations Services

Engineering Dept. Approval: NAE

System Planning Approval: PC

Right of Way Dept. Approval: AG

STATE OF MISSOURI)
) ss.
CITY OF ST. LOUIS)

On the 19 day of March, 2025,

before me, (insert Notary's name) John Lair, a notary public in and for said state, appeared Mark Lowe, to me personally known, who being by me duly sworn, did say that he is the Senior Vice President, Engineering, Gas Supply and Operations Services of SPIRE MISSOURI INC., and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said Mark Lowe acknowledged said instrument to be the free act and deed of said corporation.

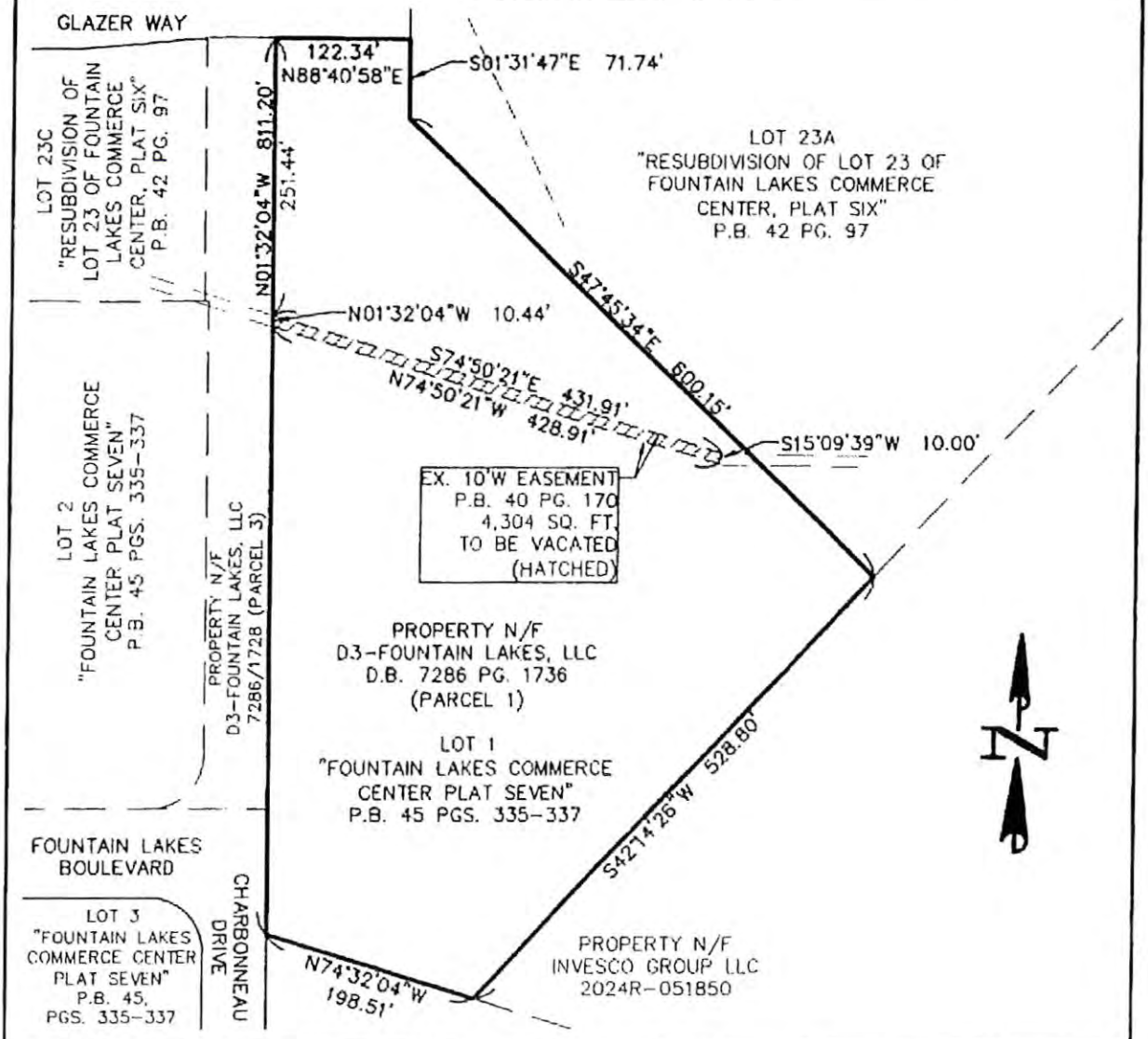
My Commission expires: 1/29/2026

Notary Public

John Lair
Printed Name

JOHN LAIR
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Jan. 29, 2026
Commission #18103602

EXHIBIT A PAGE 1



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE	01/30/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	90852TBE
FILE:	90852TBEVAC1
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

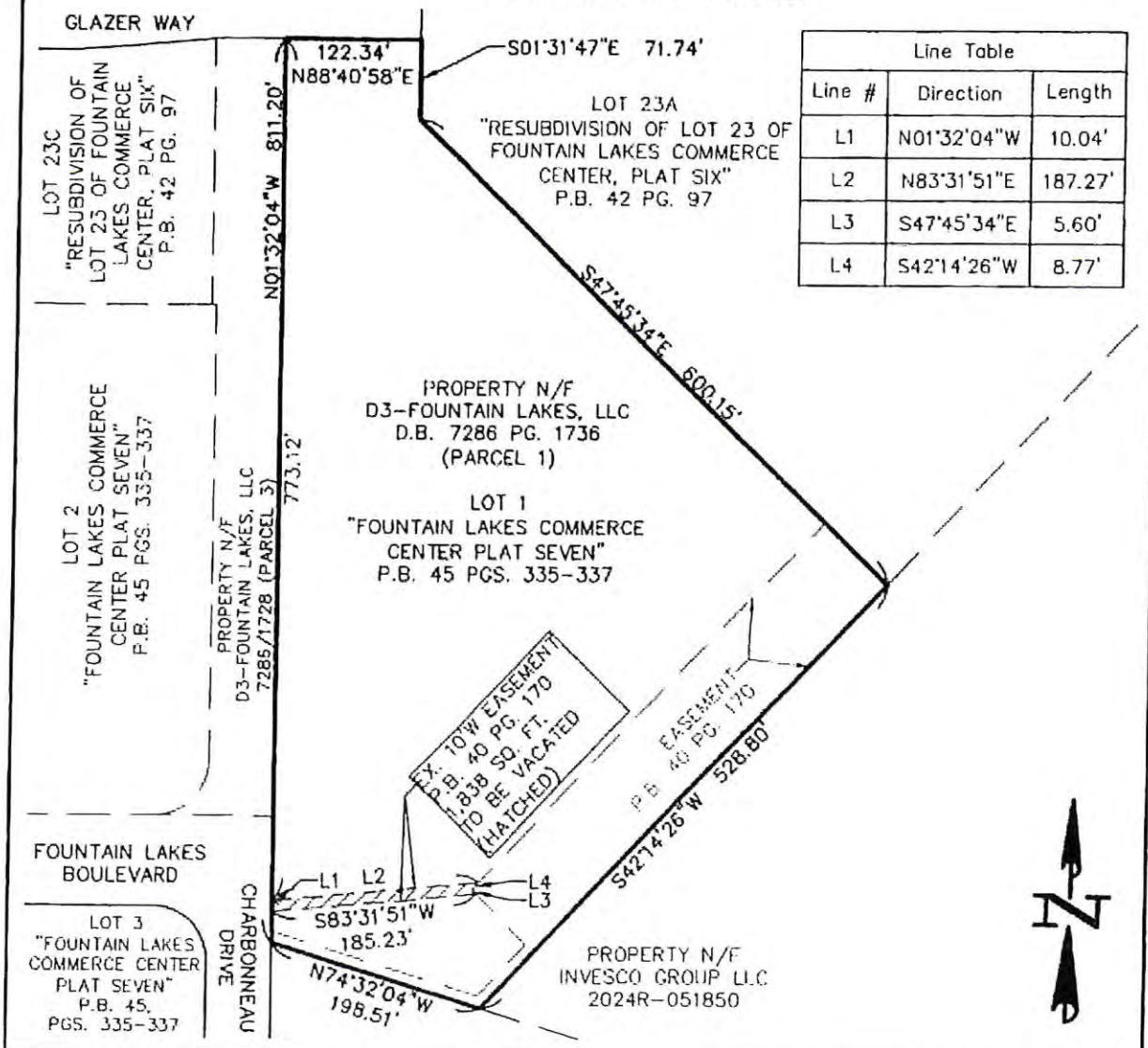
EASEMENT VACATE

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STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A PAGE 2



Line Table		
Line #	Direction	Length
L1	N01°32'04"W	10.04'
L2	N83°31'51"E	187.27'
L3	S47°45'34"E	5.60'
L4	S42°14'26"W	8.77'

BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

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DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC2
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING #000144

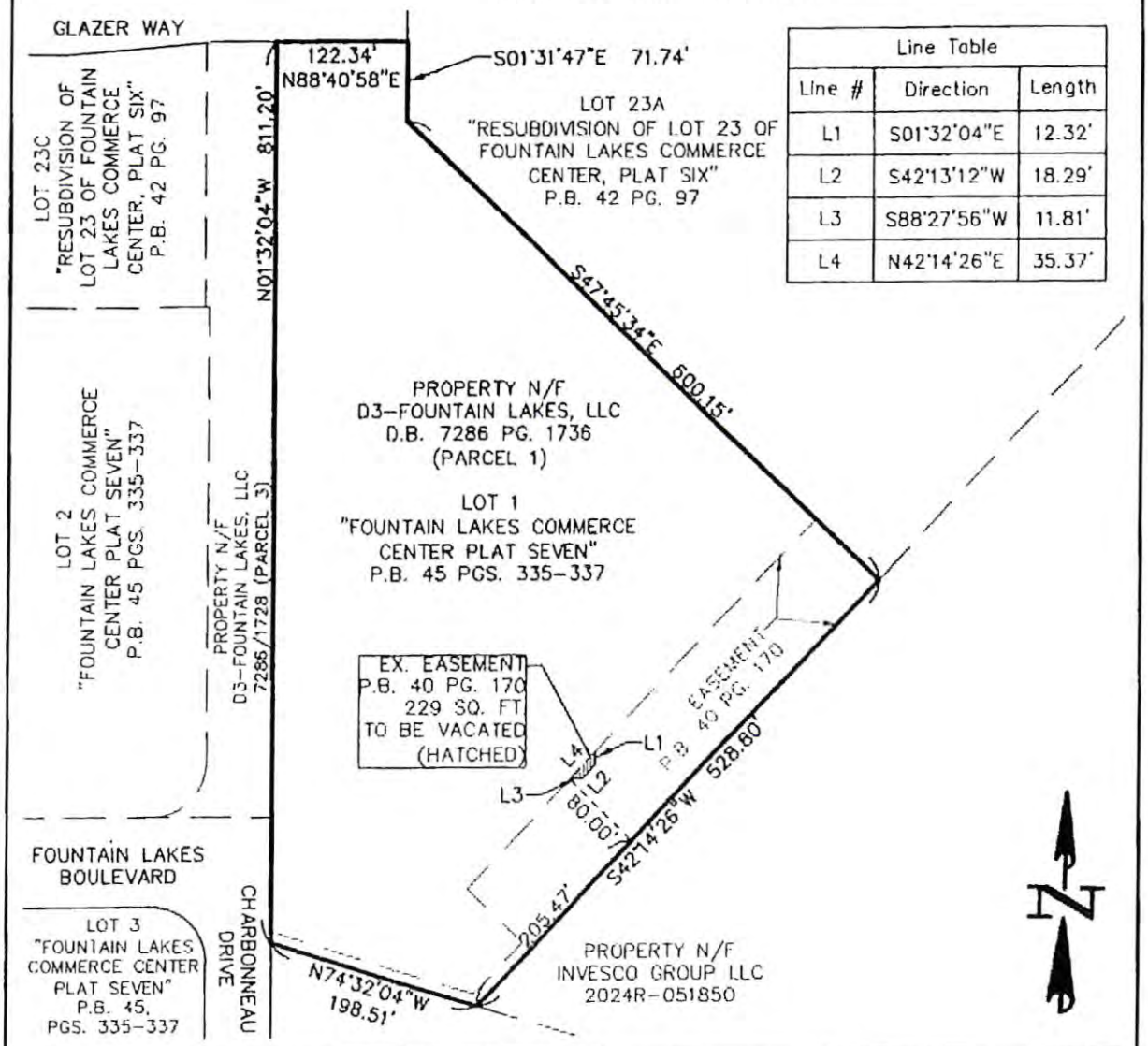
EASEMENT VACATE

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STATE OF MISSOURI
ANDY D. BECK
NUMBER
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1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A SHEET 3



Line Table		
Line #	Direction	Length
L1	S01°32'04"E	12.32'
L2	S42°13'12"W	18.29'
L3	S88°27'56"W	11.81'
L4	N42°14'26"E	35.37'

BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

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DATE:	01/27/25
DRAWN:	DVD
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC3
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45 PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI



ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

2025R-019351
05/12/2025 12:08:13 PM
$ 30.00
PAGES: 4
CERTIFIED-FILED FOR RECORD
MARY E. DEMPSEY
RECORDER OF DEEDS
ST. CHARLES COUNTY, MISSOURI
BY: CGRAF
ELECTRONICALLY RECORDED

DOCUMENT TYPE:	RELEASE OF EASEMENT
DATE OF DOCUMENT:	MARCH 27, 2025
GRANTOR:	SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a AT&T MISSOURI 12930 OLIVE BOULEVARD CREVE COEUR, MISSOURI 63141
GRANTEE:	FOUNTAIN LAKES, LLC 16690 SWINGLEY RIDGE ROAD, 4TH FLOOR CHESTERFEILD MISSOURI, 63017
LEGAL DESCRIPTION:	A TRACT OF LAND BEING PART OF LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN", PLAT BOOK 45, PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI
REFERENCE BOOK AND PAGE:	PLAT BOOK 45, PAGES 335-337

at&t

SOUTHWESTERN BELL TELEPHONE COMPANY
RELEASE OF EASEMENT

Executed: 3-27-25

THIS RELEASE OF EASEMENT, entered into by ***SOUTHWESTERN BELL TELEPHONE COMPANY, d/b/a AT&T MISSOURI,*** *(120 N 2ND ST, FESTUS, MO 63028), GRANTOR, AND FOUNTAIN LAKES, LLC, GRANTEE*, wherein GRANTOR in consideration of One Dollar ($1.00) and other valuable consideration, receipt of which is hereby acknowledged, does by these presents ABANDON, RELEASE, RELINQUISH AND DISCLAIM to GRANTEE, as is, all or a specific portion of a certain easement for telecommunication purposes hereinafter described that affects land owned by GRANTEE situated in The City of St Charles ST CHARLES COUNTY, MISSOURI, and described as follows:

PART OF

LOT 1
"FOUNTAIN LAKES COMMERCE
CENTER PLAT SEVEN"
P.B. 45 PGS. 335-337

EX. 10'W EASEMENT
P.B. 40 PG. 170
4,304 SQ. FT.
TO BE VACATED
(HATCHED)

Said land of GRANTEE being subject to:

A TRACT OF LAND BEING PART OF LOT 1 OF
"FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN"
PLAT BOOK 45, PAGES 335-337,
WITHIN FRACTIONAL SECTION 13,
TOWNSHIP 47 NORTH, RANGE 4 EAST
CITY OF ST. CHARLES,
ST. CHARLES COUNTY, MISSOURI

The area of said easements to be hereby released is described as follows: *The area depicted as hachured (//////////) on the Easement Release Plat, marked Exhibit "A" and attached hereto, and made a part thereof.*

TO HAVE AND TO HOLD same, together with all rights and appurtenances to the same belonging, unto GRANTEE(S), their heirs, successors and assigns forever.

IN WITNESS WHEREOF, GRANTOR has caused this Release of Easement to be executed by its duly authorized officers this 27 day of MARCH 2025

SOUTHWESTERN BELL TELEPHONE COMPANY (d/b/a AT&T MISSOURI)

Name: CHRIS LAPORTE

Title: SPECIALIST OSP DESIGN ENGINEER

THE STATE OF MISSOURI
COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, on this day personally appeared CHRIS LAPORTE, known to me to be the person whose name is subscribed to the foregoing instrument as the SR SPECIALIST OSP DESIGN ENGINEER of SOUTHWESTERN BELL TELEPHONE COMPANY (d/b/a AT&T Missouri), a corporation; and acknowledged to me that he executed the same for purposes and considerations therein expressed in the capacity stated, and as the act and deed of said corporation.

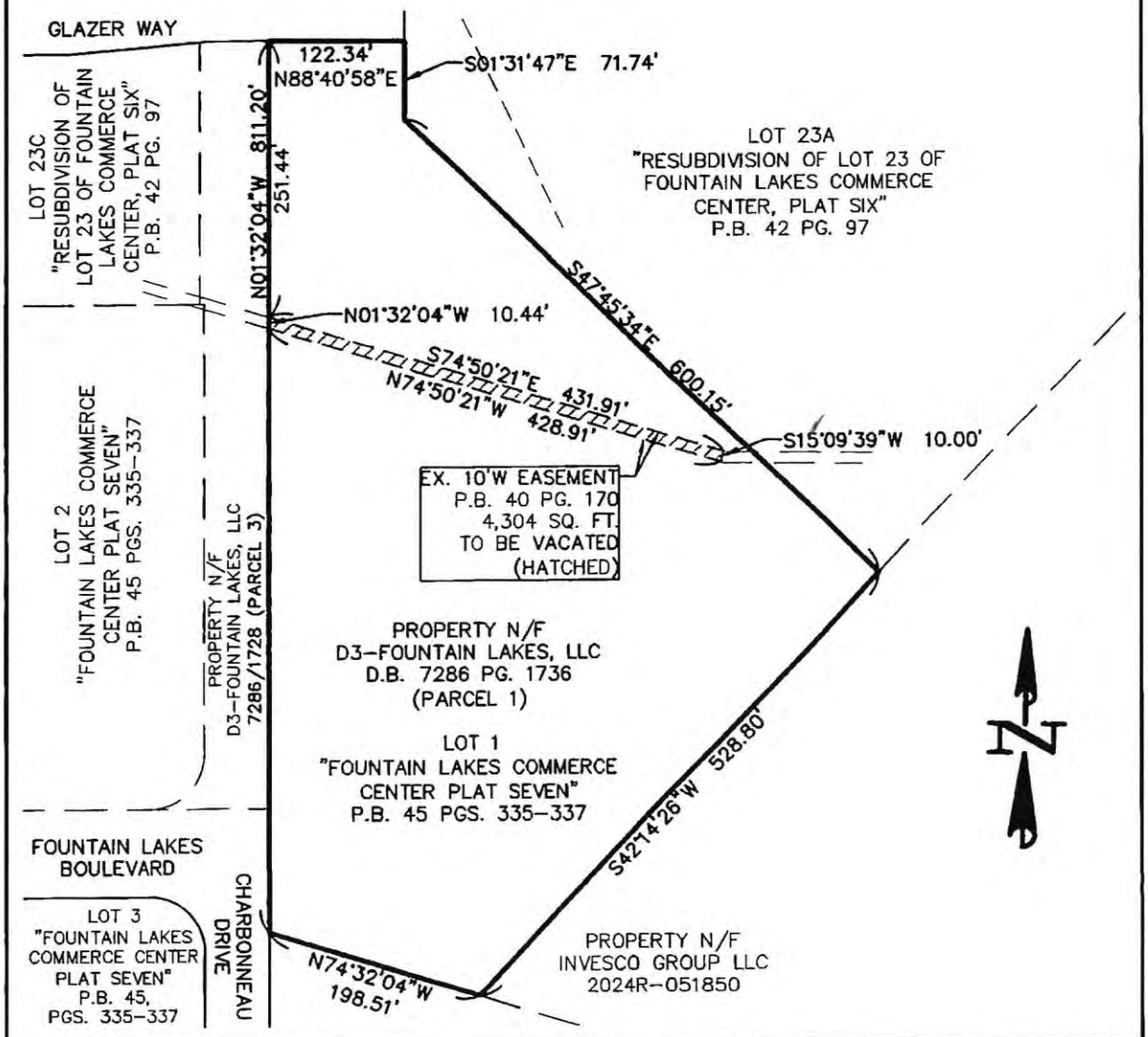
Given under my hand and seal of office this the 27th day of March 2025

JEFFREY ALAN KEMPFER
Notary Public, Notary Seal
State of Missouri
Jefferson County
Commission # 17543392
My Commission Expires 01-09-2029

Notary Public

JEFFREY ALAN KEMPFER
Notary Public, Notary Seal
State of Missouri
Jefferson County
Commission # 17543392
My Commission Expires 01-09-2029

EXHIBIT A



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
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2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC1
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45, PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

2025R-043120
09/30/2025 08:42:42 AM
$ 60.00
PAGES: 14
CERTIFIED-FILED FOR RECORD
MARY E. DEMPSEY
RECORDER OF DEEDS
ST. CHARLES COUNTY, MISSOURI
BY: GOLMSTED
ELECTRONICALLY RECORDED

DOCUMENT TYPE:	VACATION OF EASEMENT
DATE OF DOCUMENT:	SEPTEMBER 4, 2025
GRANTOR:	CHARTER COMMUNICATIONS ENTERTAINMENT I, LLC 941 CHARTER COMMONS TOWN AND COUNTRY, MISSOURI 63017
GRANTEE:	D3 FOUNTAIN LAKES LLC 16690 SWINGLEY RIDGE ROAD, 4TH FLOOR CHESTERFEILD MISSOURI, 63017
LEGAL DESCRIPTION:	A TRACT OF LAND BEING PART OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" AND "FOUNTAIN LAKES COMMERCE CENTER PLAT SIX", TOWNSHIP 47 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI
REFERENCE BOOK AND PAGE:	PLAT BOOK 45, PAGES 335-337 PLAT BOOK 42, PAGE 97

Charter
COMMUNICATIONS

Aaron Detwiler
Field Operations AVP
Charter Spectrum Communications

VACATION OF EASEMENT

WHEREAS, an easement for broadband cable communications placement within the dedicated utility easement has been granted to Charter Communications Entertainment I, LLC ("Charter"), **The Grantor** located at 941 Charter Commons Town & Country, MO 63017 by St. Louis County, Missouri. A tract of land being part of Lots 1,2,23C, of Fountain Lakes Commerce Center Plat Seven, Plat book 45,Pages 335-337,within fractional section 13, ,Township 45 North, Ranch 4 East, St. Charles County, Missouri, St. Louis County, Missouri and it is the purpose and intent of Charter to release a portion of such easement rights.

NOW THEREFORE, Charter does hereby relinquish and release that portion of its easement rights to **Grantee** Fountain Lakes, LLC to place or maintain permanent facilities within the area of the easement shown on **Exhibits A**. Except for the release of the hatched area described herein, the remaining easement rights and interests granted to Charter pursuant to the aforementioned plat shall remain in full force and effect.

IN WITNESS THEREOF, Charter has caused this document to be executed as of the 4th day of September 2025.

Charter Communications Entertainment I, LLC, a Delaware limited liability company
By its manager: Charter Communications, Inc., a Delaware corporation

By: Aaron Detwiler
Title: Field Operations AVP, Charter Spectrum Communications

Charter
COMMUNICATIONS

STATE OF ILLINOIS)

COUNTY OF MADISON)

On this 4th day of September 2025, before me appeared Aaron Detwiler, who being by me duly sworn, did say that he is a Field Operations Area Vice President of Charter Communications Inc., a Delaware corporation, that this instrument was signed on behalf of said company by authority of its board of directors, and that Aaron Detwiler declared that his signature placed hereon was the free act and deed of said company.

IN TESTIMONY WHEREOF, I have here unto set my hand on the day and year and in the County and State last written above.

Cathy Ann Wagner-Black

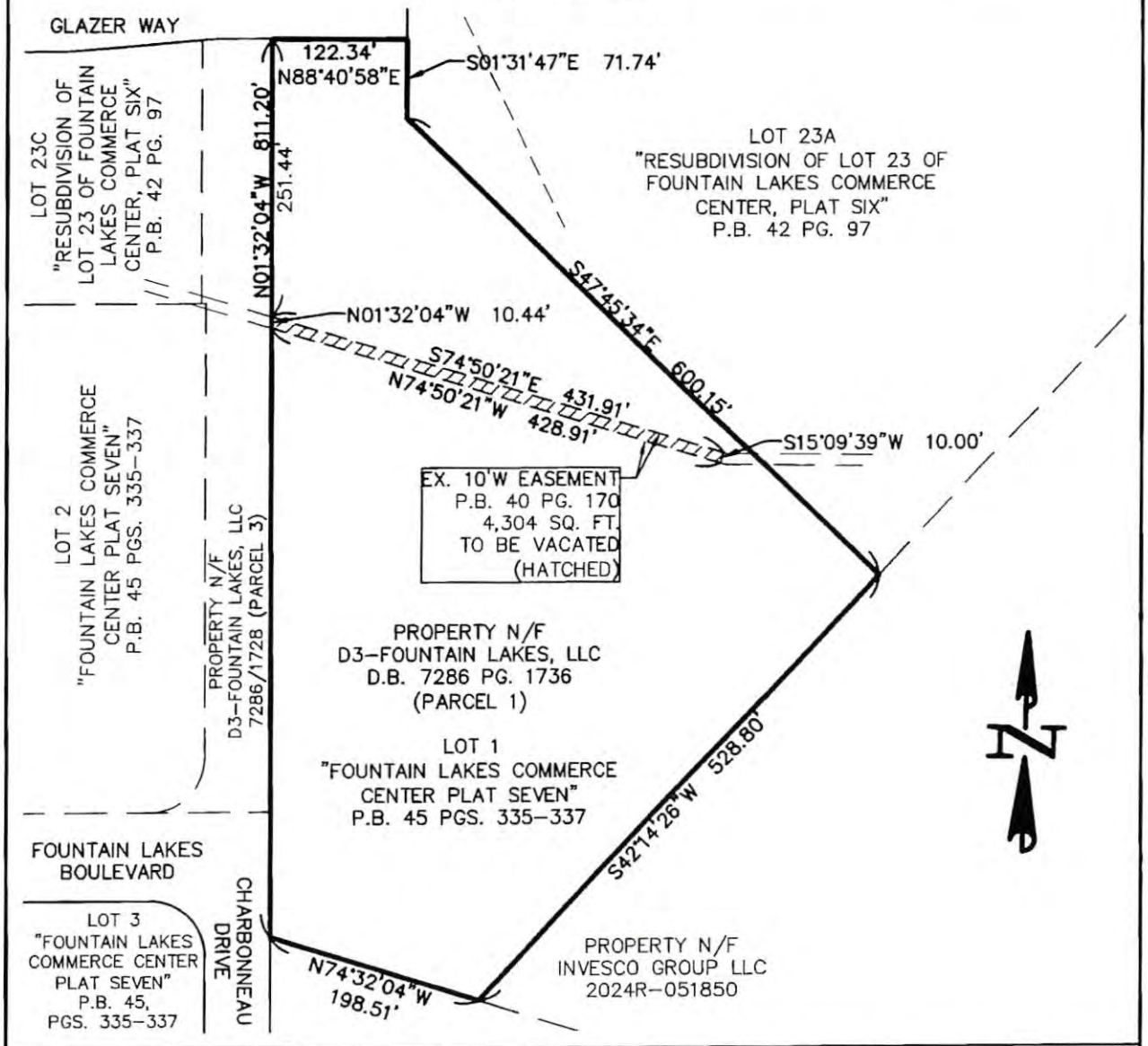
Cathy Ann Wagner-Black - Notary Public

My Commission Expires:

July 14th 2029

OFFICIAL SEAL
CATHY ANN WAGNER-BLACK
Notary Public, State of Illinois
Commission No. 1013570
My Commission Expires
July 14, 2029

EXHIBIT A



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
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2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC1
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

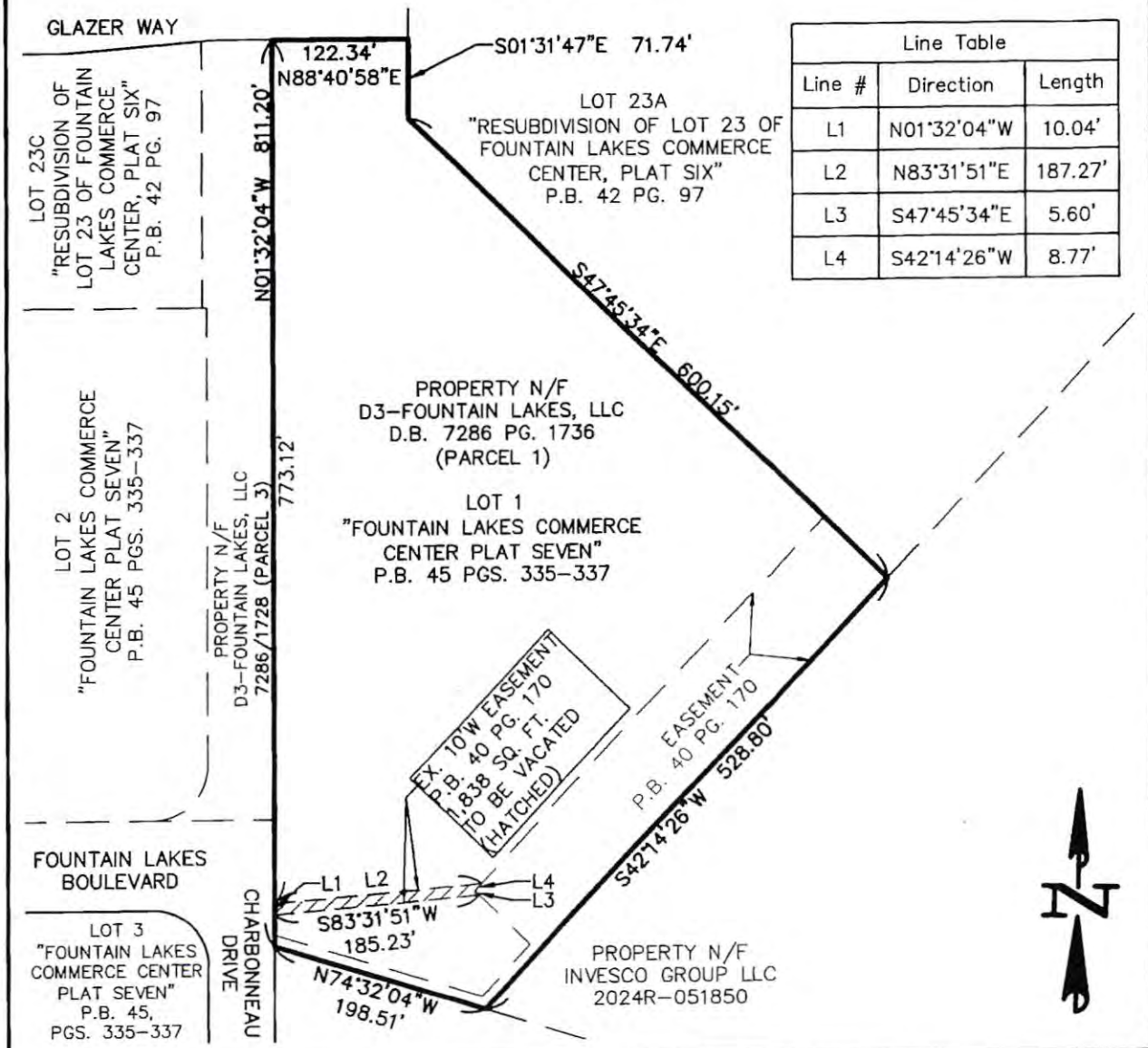
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STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



Line Table		
Line #	Direction	Length
L1	N01°32'04"W	10.04'
L2	N83°31'51"E	187.27'
L3	S47°45'34"E	5.60'
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BAX ENGINEERING CO.
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SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

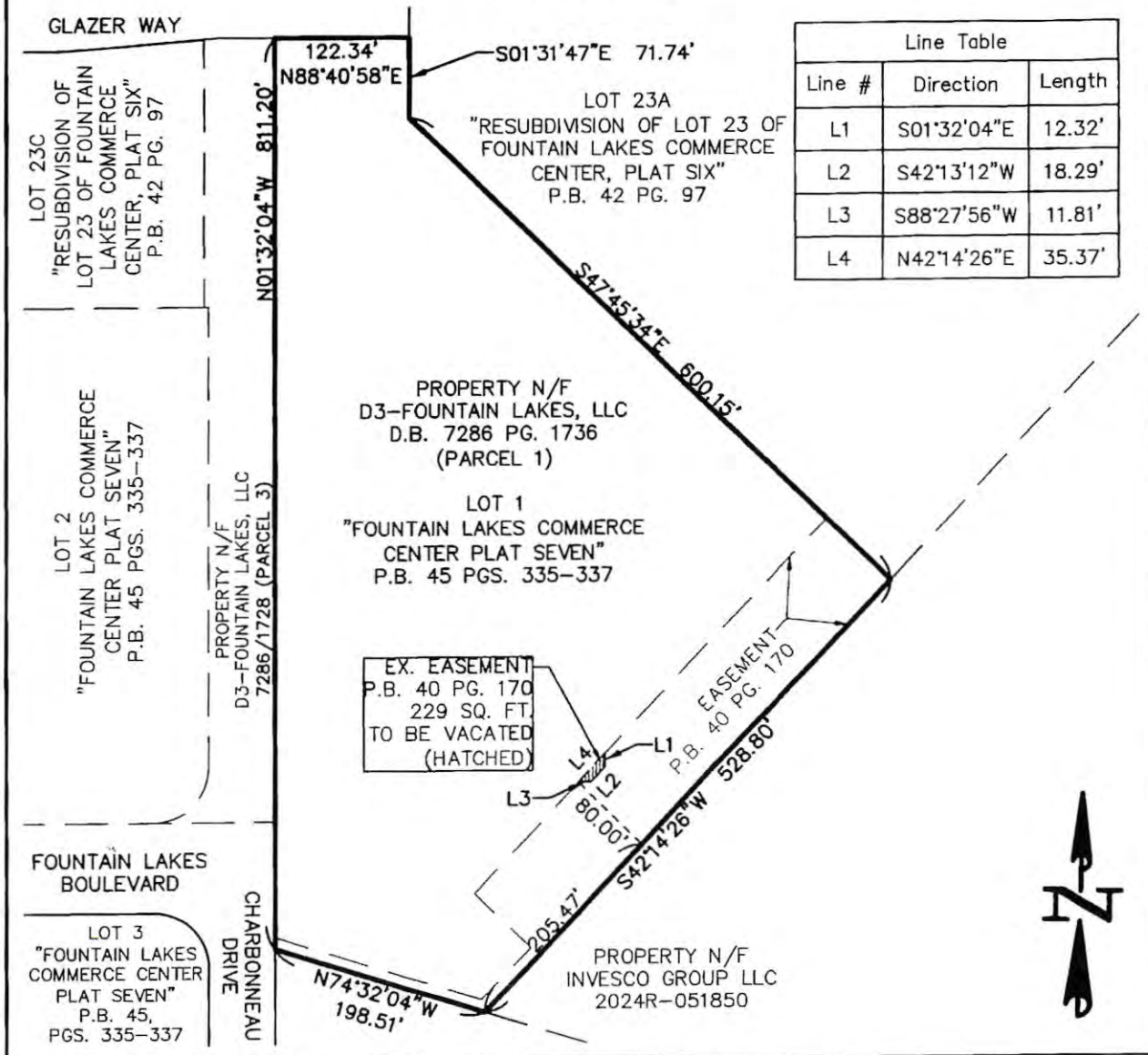
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EXHIBIT A



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SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

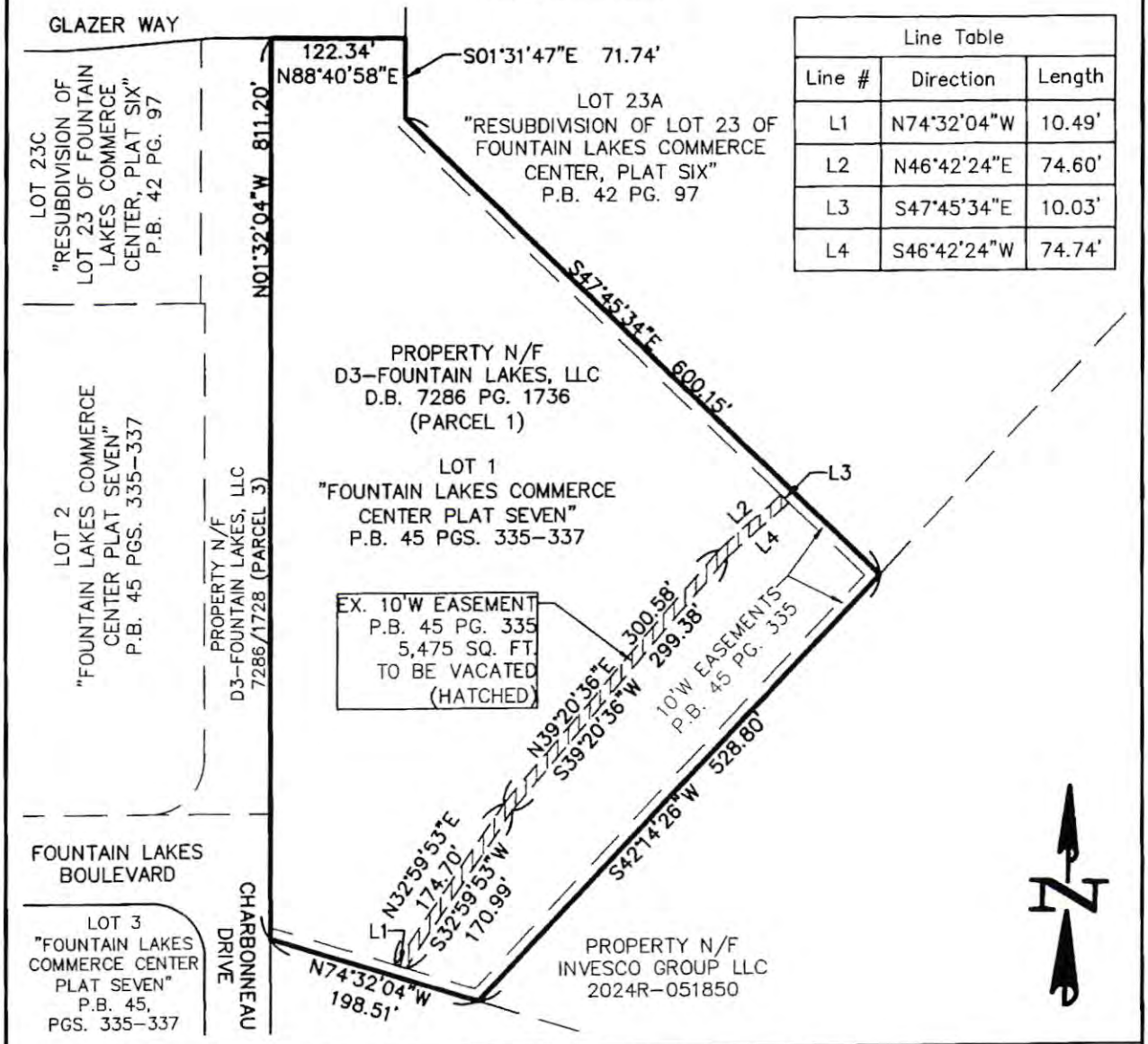
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STATE OF MISSOURI
ANDY D. BECK
NUMBER PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



Line Table		
Line #	Direction	Length
L1	N74°32'04"W	10.49'
L2	N46°42'24"E	74.60'
L3	S47°45'34"E	10.03'
L4	S46°42'24"W	74.74'

BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

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PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC4
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

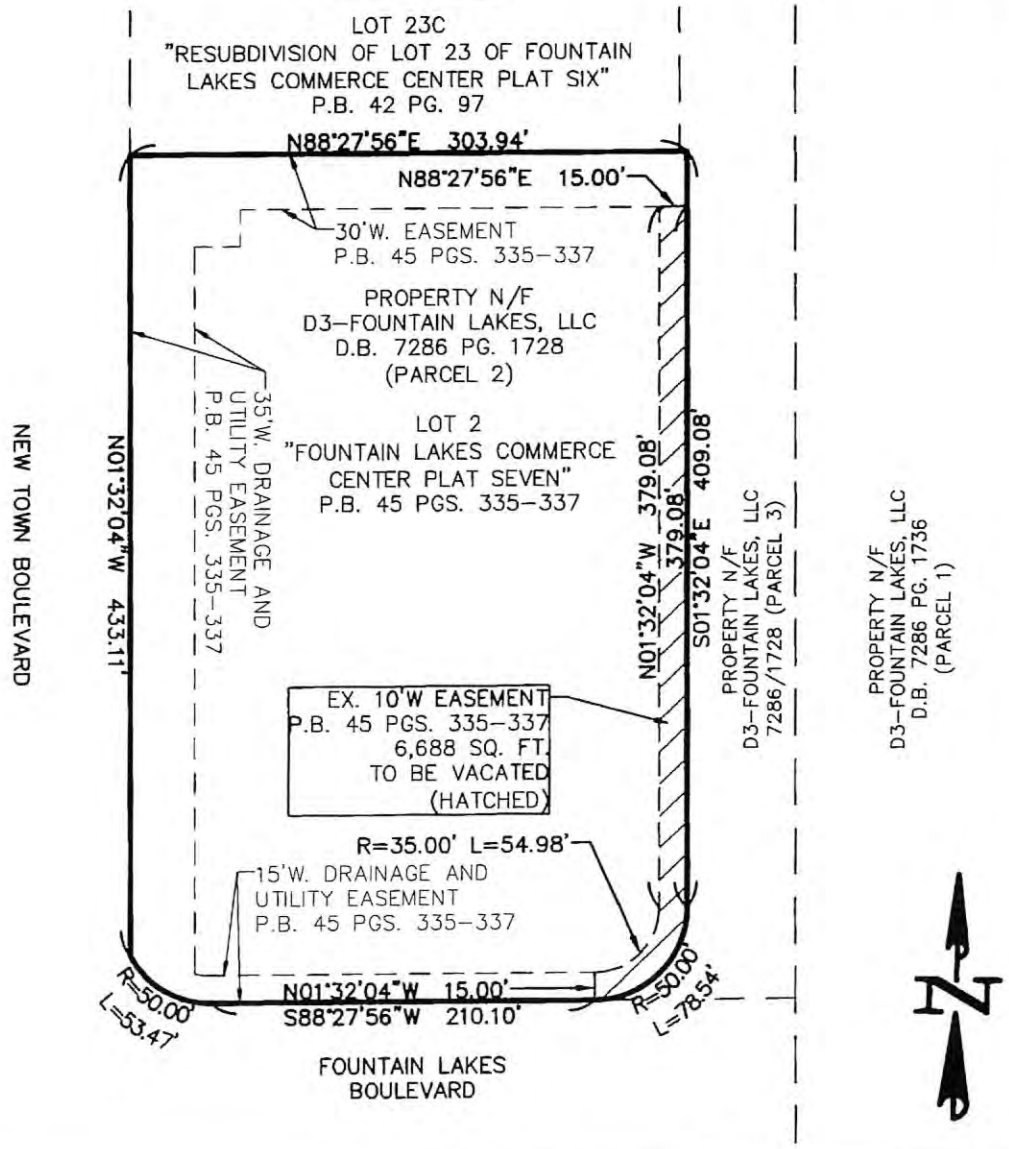
EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45, PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

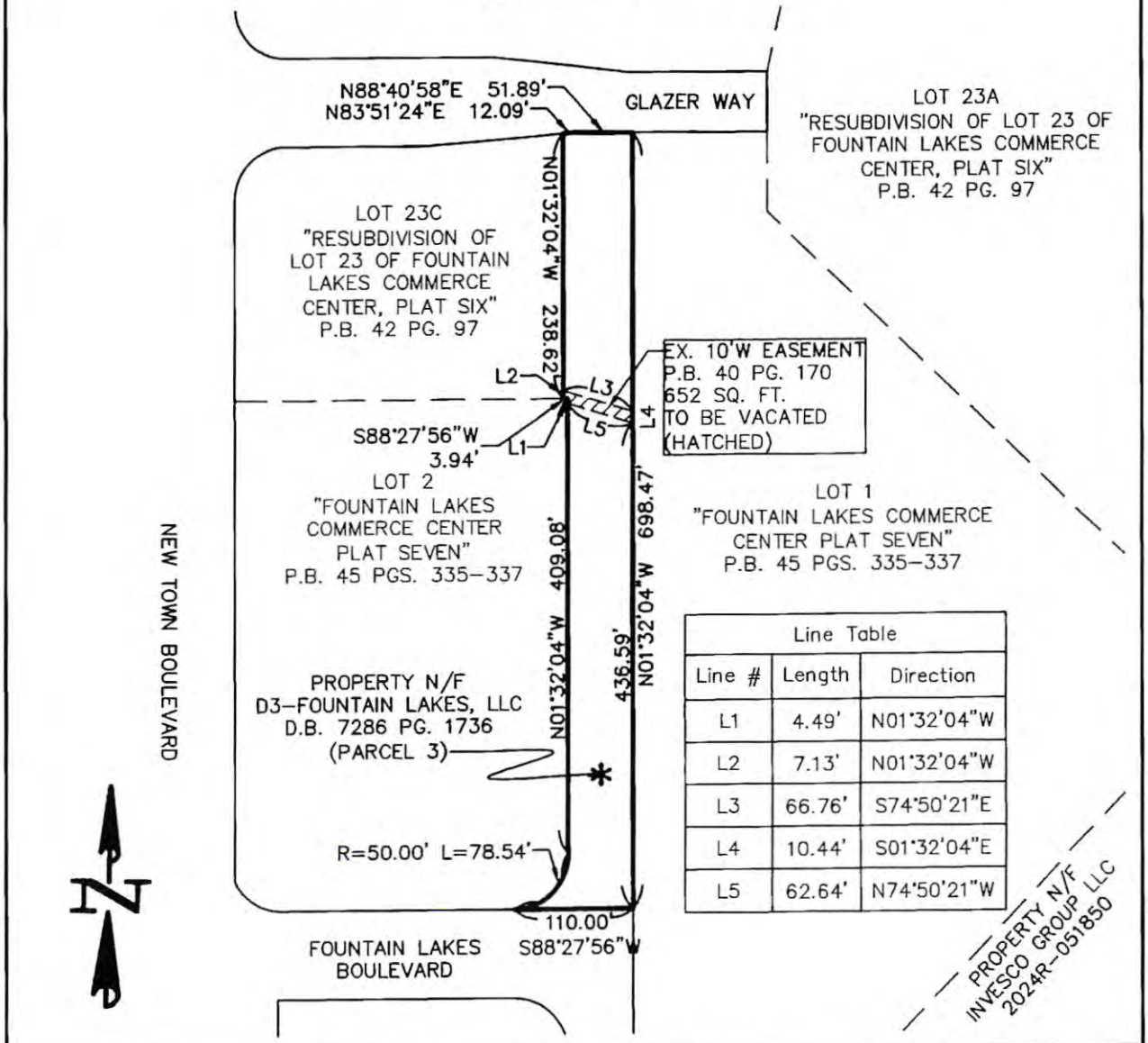
GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE: 01/30/25	EASEMENT VACATE
DRAWN: JLH	
SCALE: 1"=100'	A TRACT OF LAND BEING PART OF LOT 2 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45, PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI
PROJECT: 9085ZTBE	
FILE: 9085ZTBEVAC5	
SHEET: 1 OF 1	
MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144	

STATE OF MISSOURI
ANDY D. BECK
NUMBER PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



Line Table		
Line #	Length	Direction
L1	4.49'	N01°32'04"W
L2	7.13'	N01°32'04"W
L3	66.76'	S74°50'21"E
L4	10.44'	S01°32'04"E
L5	62.64'	N74°50'21"W

BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
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2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC6
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

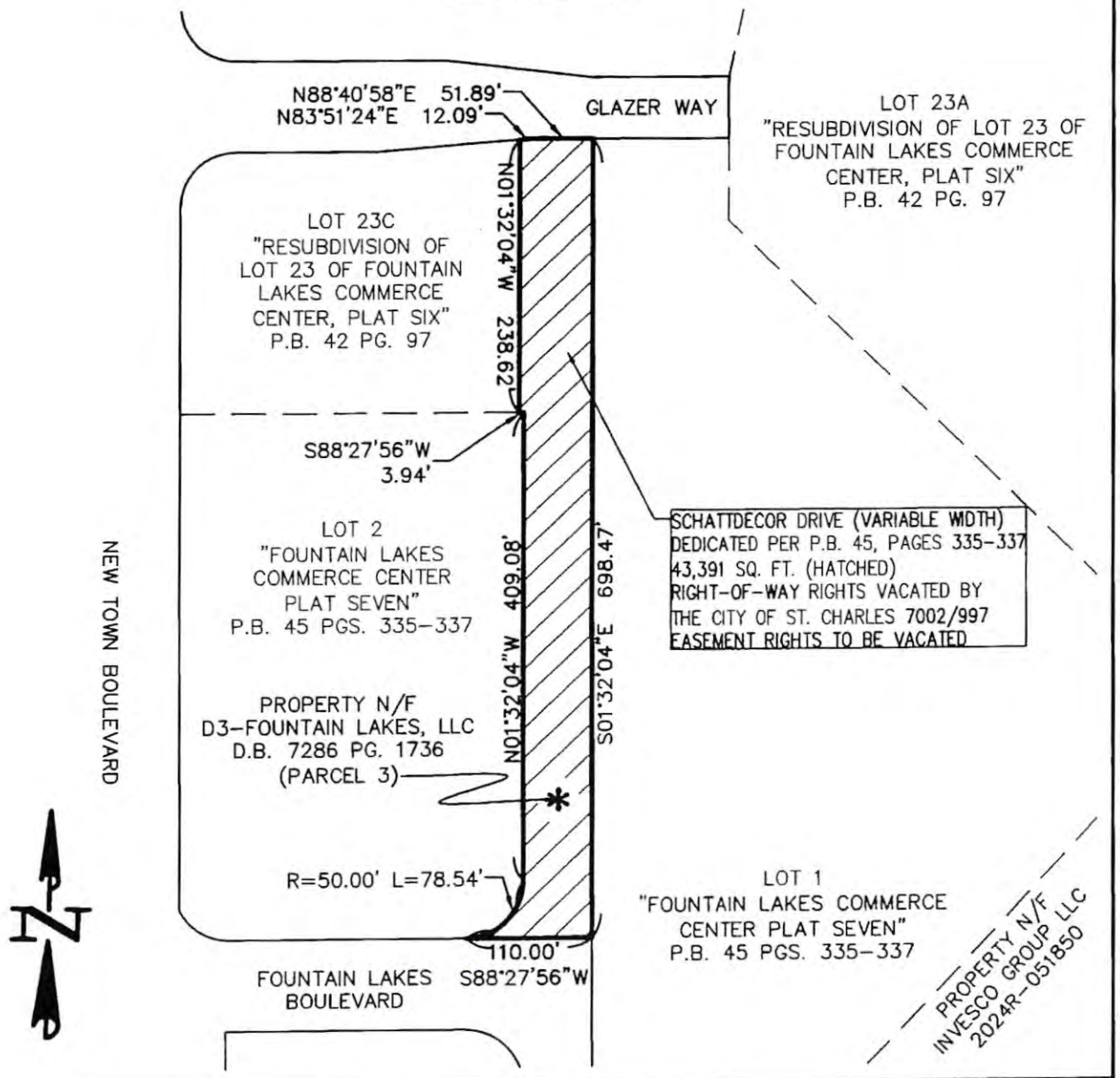
EASEMENT VACATE

A TRACT OF LAND BEING PART OF VACATED SCHATTDECOR DRIVE, VARIABLE WIDTH OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45 PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	02/04/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC10
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

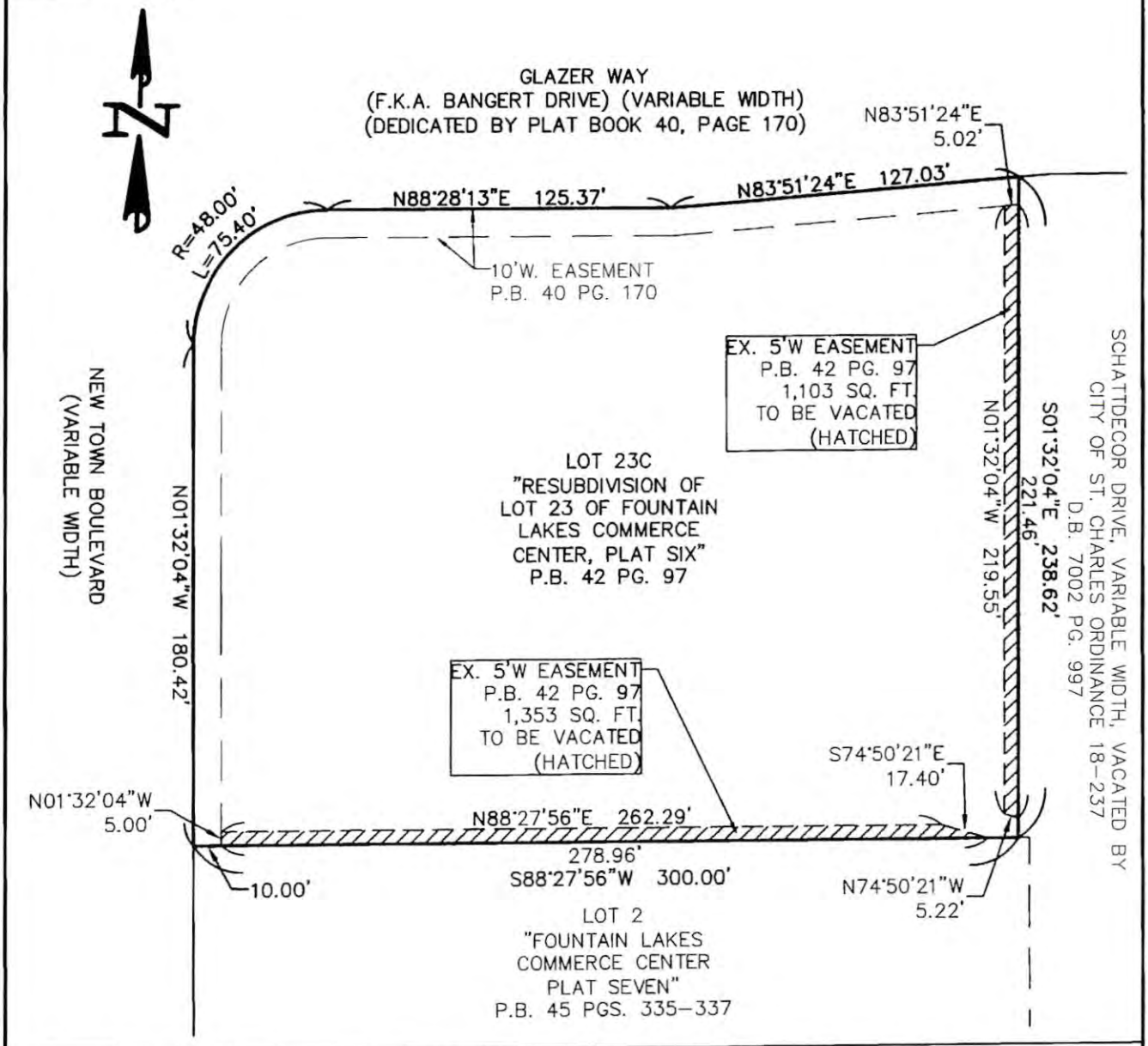
EASEMENT VACATE

A TRACT OF LAND BEING PART OF VACATED SCHATTDECOR DRIVE, VARIABLE WIDTH OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45 PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D BECK
NUMBER PLS-2015017835
2-4-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



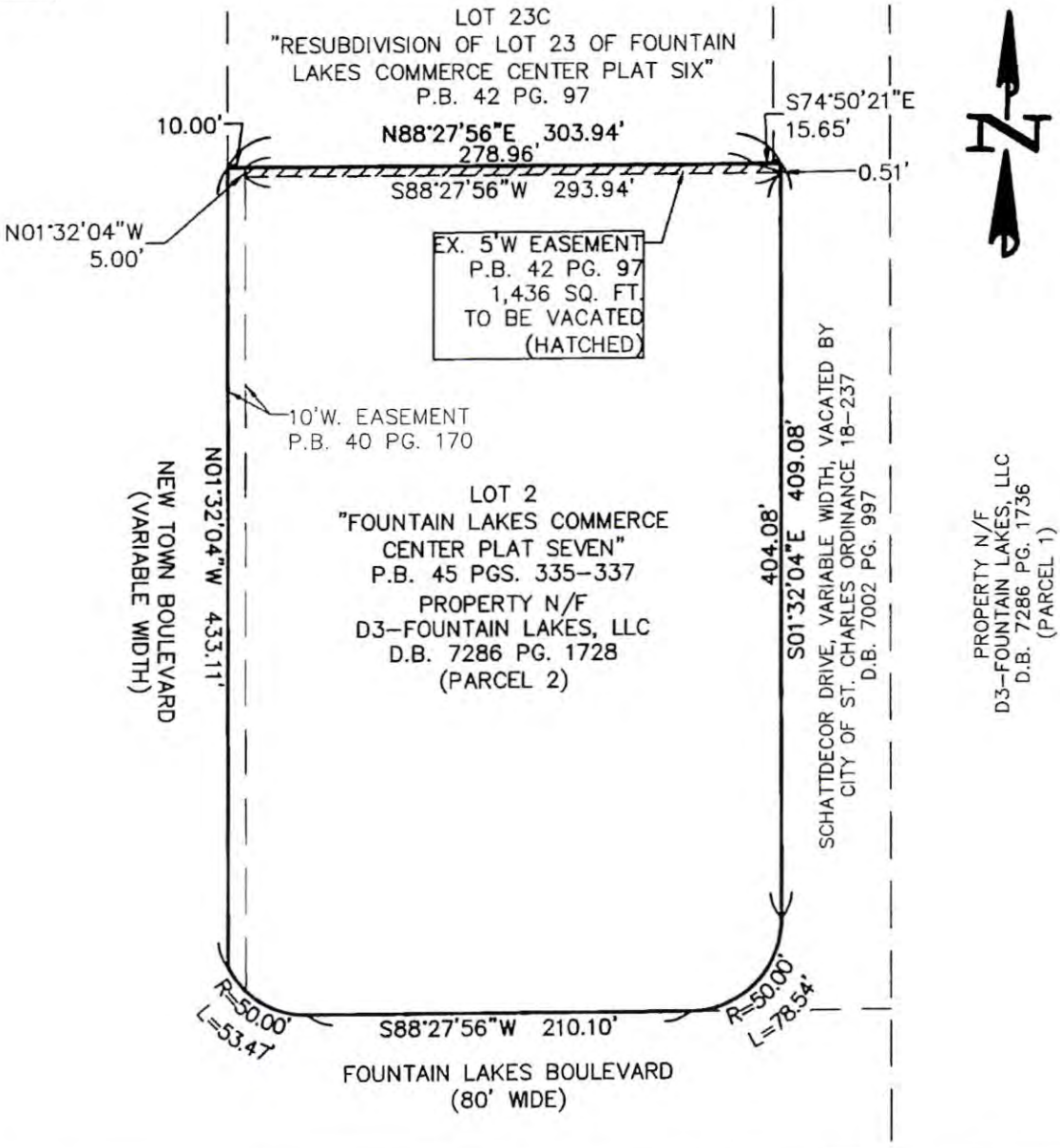
BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE: 02/26/25	EASEMENT VACATE
DRAWN: CEM	
SCALE: 1"=60'	A TRACT OF LAND BEING PART OF LOT 23C OF "RESUBDIVISION OF LOT 23C OF FOUNTAIN LAKES COMMERCE CENTER PLAT SIX" PLAT BOOK 42, PAGE 97 TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI
PROJECT: 9085ZTBE	
FILE: 9085ZTBEVAC11	
SHEET: 1 OF 1	
MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144	

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
2-27-25
PROFESSIONAL LAND SURVEYOR

EXHIBIT A



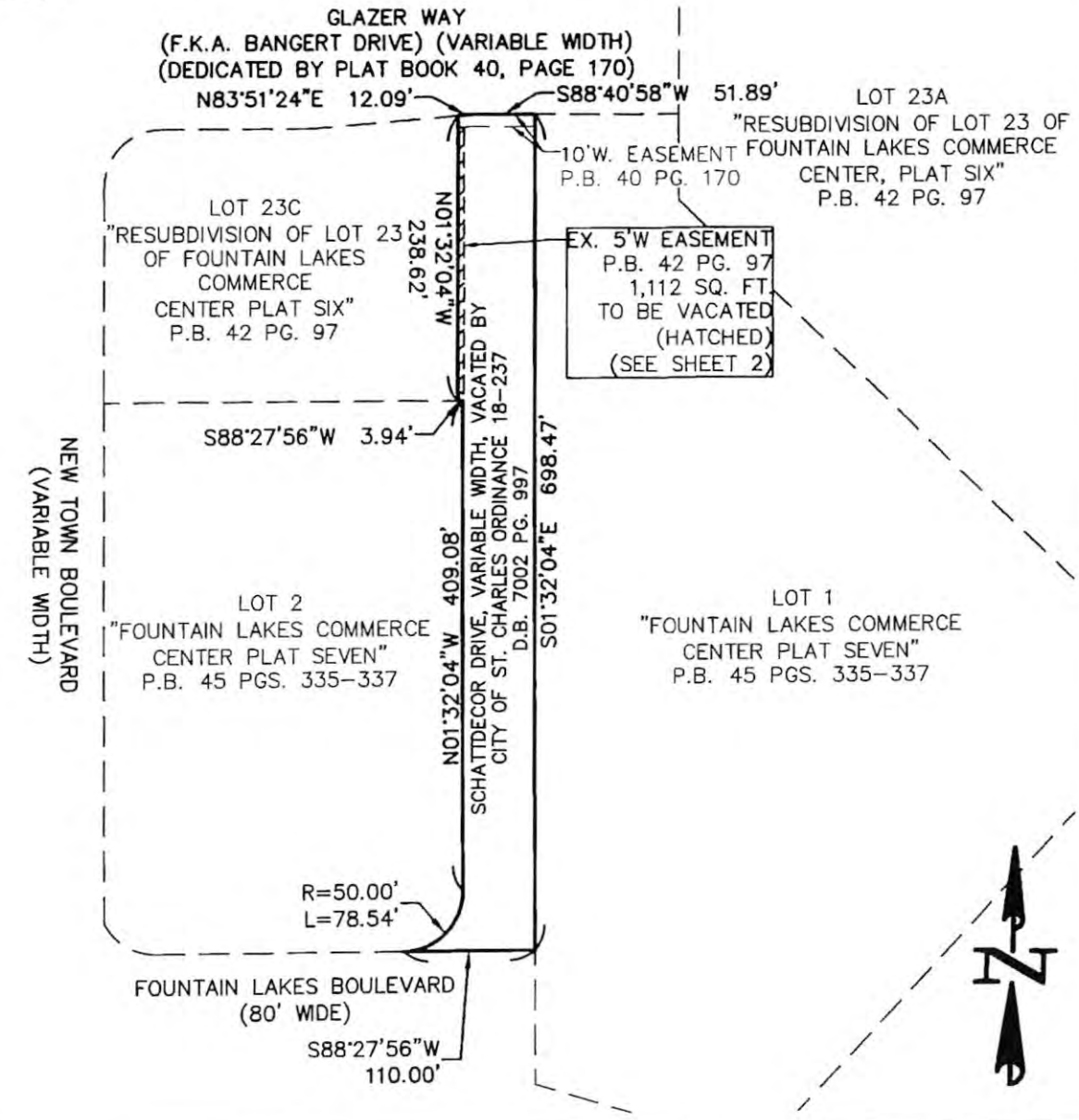
BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
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DATE: 02/26/25	EASEMENT VACATE
DRAWN: CEM	A TRACT OF LAND BEING PART OF LOT 2 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45, PAGES 335-337, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI
SCALE: 1"=100'	
PROJECT: 9085ZTBE	
FILE:9085ZTBEVAC12	
SHEET: 1 OF 1	
MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144	

STATE OF MISSOURI
ANDY D. BRICK
NUMBER
PLS-2015017835
2-27-25
PROFESSIONAL LAND SURVEYOR

EXHIBIT A



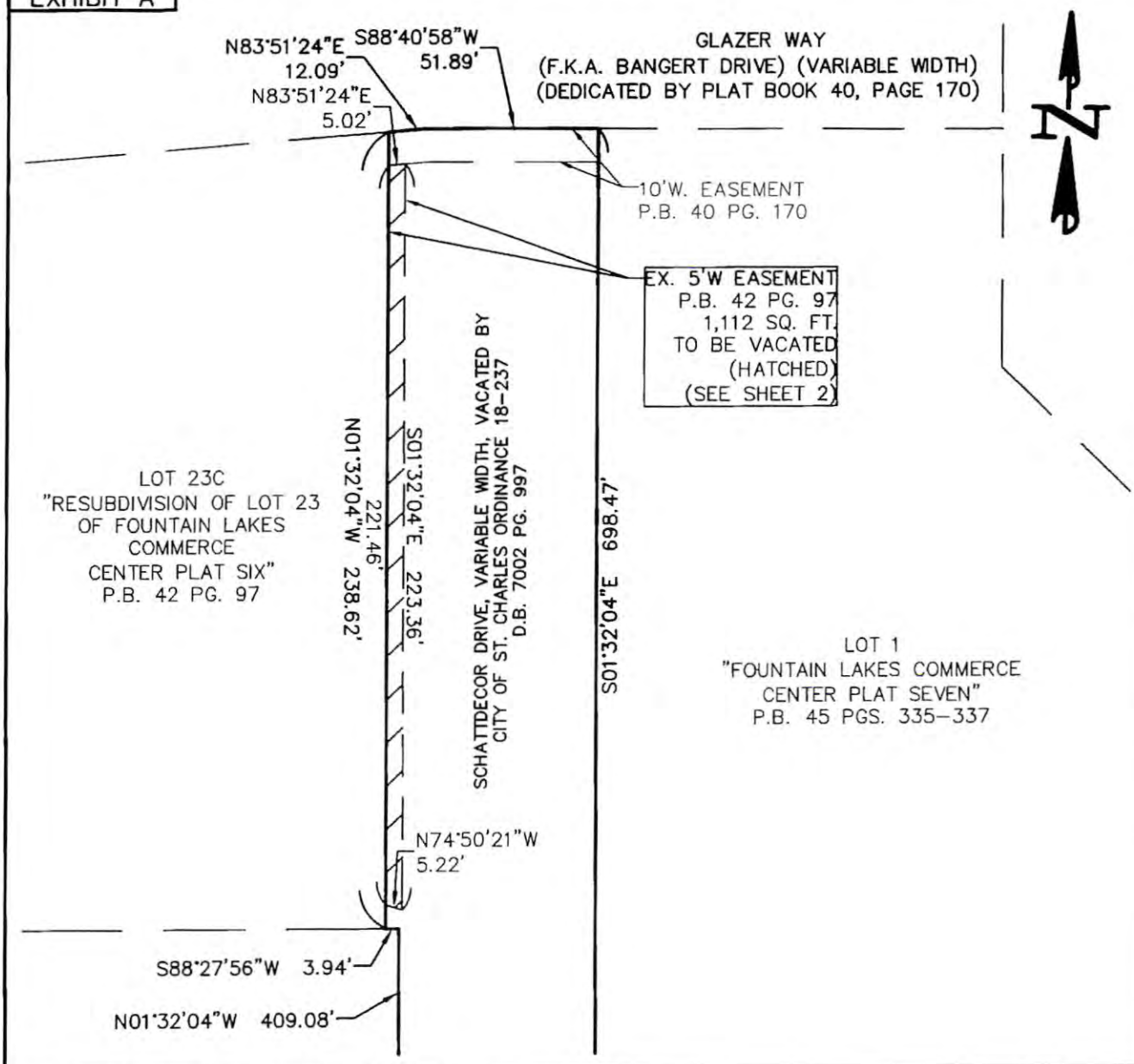
BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
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2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE: 02/26/25	EASEMENT VACATE
DRAWN: CEM	
SCALE: 1"=150'	A TRACT OF LAND BEING PART OF VACATED SCHATTDECOR DRIVE, VARIABLE WIDTH OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45 PAGES 335-337, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI
PROJECT: 9085ZTBE	
FILE:9085ZTBEVAC13	
SHEET: 1 OF 2	
MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144	

STATE OF MISSOURI
ANDY R. BECK
NUMBER
PLS-2015017835
2-27-25
PROFESSIONAL LAND SURVEYOR

EXHIBIT A



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	02/26/25
DRAWN:	CEM
SCALE:	1"=50'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC13
SHEET:	2 OF 2

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

EASEMENT VACATE

A TRACT OF LAND BEING
PART OF VACATED SCHATTDECOR DRIVE,
VARIABLE WIDTH OF
"FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN"
PLAT BOOK 45 PAGES 335-337,
TOWNSHIP 47 NORTH, RANGE 4 EAST
CITY OF ST. CHARLES,
ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. [illegible]
NUMBER
PLS-2015017835
2-27-25
PROFESSIONAL LAND SURVEYOR

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03/11/2026 10:44:13 AM
$ 36.00
PAGES: 6
CERTIFIED-FILED FOR RECORD
MARY E. DEMPSEY
RECORDER OF DEEDS
ST. CHARLES COUNTY, MISSOURI
BY: CGRAF
ELECTRONICALLY RECORDED

REMS INFORMATION
Agreement ID: UEC-202602-63345
Project ID: 75230

PARTIAL RELEASE OF PLATTED EASEMENT RIGHTS

D3 Fountain Lakes LLC
Fountain Lakes Commerce Center Lot 1
St. Charles District - Gateway Division

KNOW ALL MEN THESE PRESENTS, this 10 day of March, 2026, that **UNION ELECTRIC COMPANY d/b/a AMEREN MISSOURI**, a Missouri corporation (hereinafter "Ameren") is a holder of certain easement rights for utility purposes (hereinafter collectively referred to as "Easement") that were dedicated by **THE MILLSTONE COMPANY** pursuant to the plat recorded in Plat Book 40, Page 170, in the Office of the Recorder of Deeds, for the County of St. Charles, State of Missouri.

WHEREAS Ameren, as a holder of said Easement, intends to release a PART of the Easement.

NOW THEREFORE, for and in consideration of Ten and No/100th Dollars ($10.00), the receipt of which is hereby acknowledged, Ameren hereby releases only that PART of the Easement that is illustrated in Exhibit "A" attached hereto and made a part hereof and described below:

> The areas of the platted easement identified for release that appear on Exhibit A depict tracts of land being part of Lot 1 of FOUNTAIN LAKES COMMERCE CENTER PLAT 7 located in Section 13, Township 47 North, Range 4 East of the 5th Principal Meridian, City of St. Charles, State of Missouri, per the plat thereof recorded in Plat Book 45, Page 335-337 of the St. Charles County, Missouri Records.

It is expressly understood and agreed that the interests of other parties, if any, mentioned in the aforesaid Easement are hereby reserved and remain in full force and effect.

This Partial Release of Platted Easement Rights is not intended to and shall not in any way affect other easements which Ameren owns or has a right to use in said Subdivision.

IN WITNESS WHEREOF, Ameren has hereunto caused this Partial Release of Platted Easement Rights to be executed on the date hereinabove written.

UNION ELECTRIC COMPANY d/b/a AMEREN MISSOURI

By: Janice Wenzel

Name: **Janice Wenzel**

Title: **Director, Real Estate**

ALL PURPOSE NOTARY ACKNOWLEDGMENT

STATE OF **MISSOURI**
COUNTY OF
OR CITY OF **St. Louis** } SS

On this 10 day of March, 2026 before me, the undersigned, a Notary Public in and for said State, personally appeared (print or type names of signatories):

Janice Wenzel

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Capacity Claimed By Signator(s)

☐ Individual(s)	☒ Corporate	☐ Limited Liability Company	☐ Partner(s)
☐ Trustee(s)	Title(s) of Officer(s):	Member(s)/Manager(s):	☐ Limited Partnership
☐ Executor(s)	Director, Real Estate		☐ General Partnership
☐ Administrator(s)			☐ Other (Specify Below):
☐ Attorney-In-Fact			
☐ Conservator(s)			
☐ Guardian(s)			

April 20, 2027
My Commission Expires

Notary Public

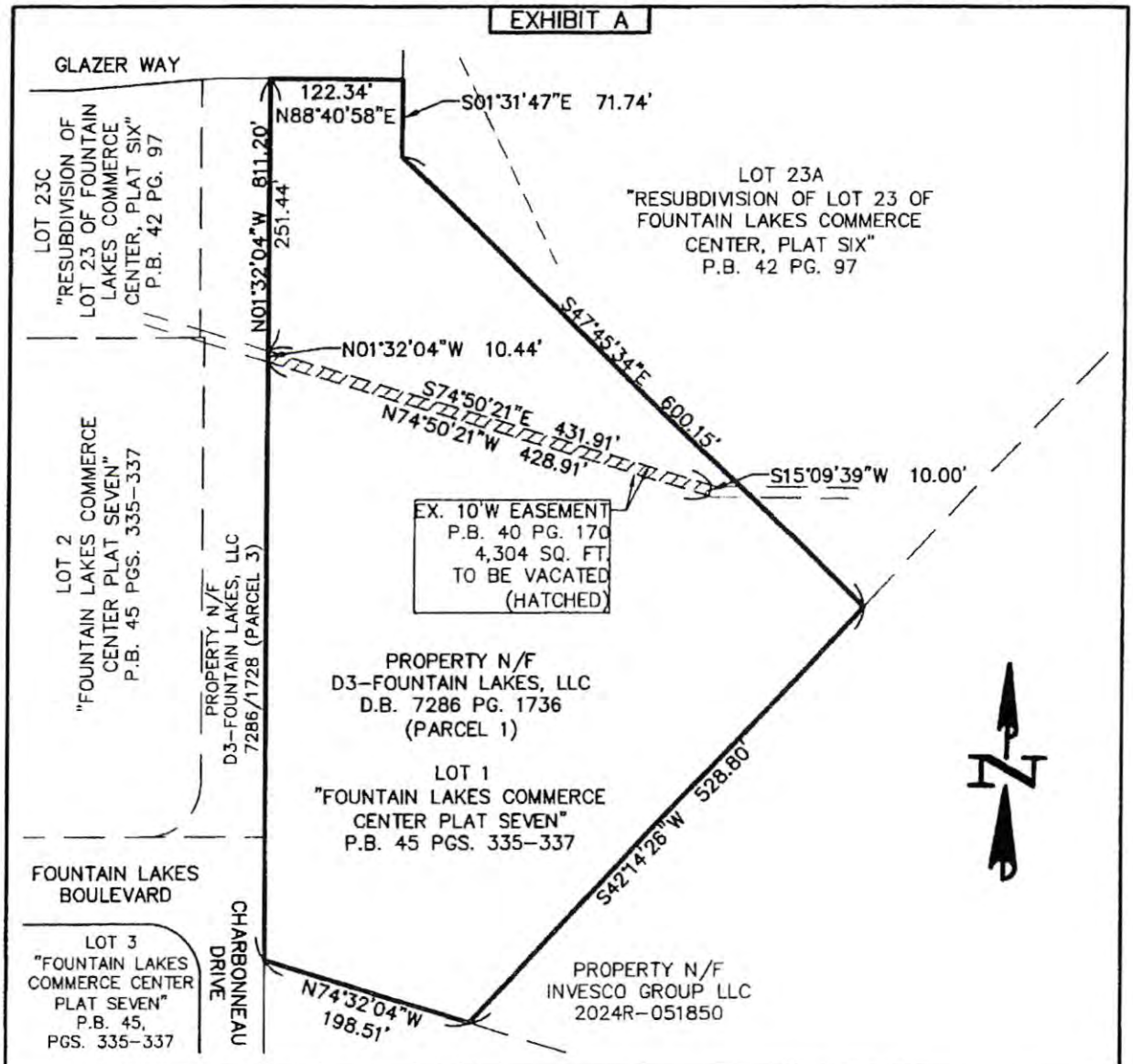
Affix Notary Stamp Below

KATIE KRUEGER
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis City
My Commission Expires: Apr. 20, 2027
Commission # 23660628

Prepared By: K. McWhorter

Return To: K. McWhorter

KNM
2/27/26



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC1
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

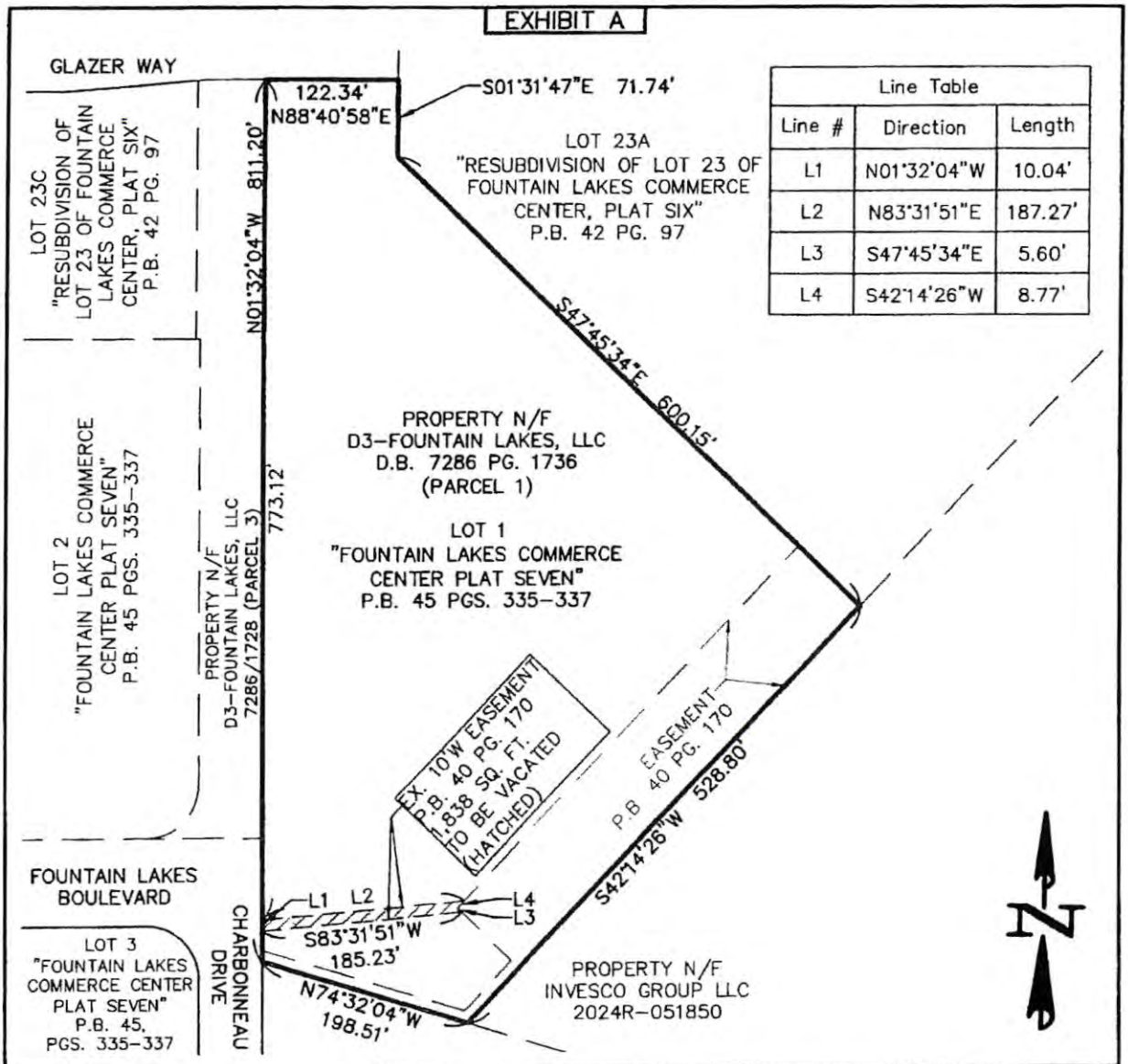
EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45, PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



Line Table		
Line #	Direction	Length
L1	N01°32'04"W	10.04'
L2	N83°31'51"E	187.27'
L3	S47°45'34"E	5.60'
L4	S42°14'26"W	8.77'

BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
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2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC2
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

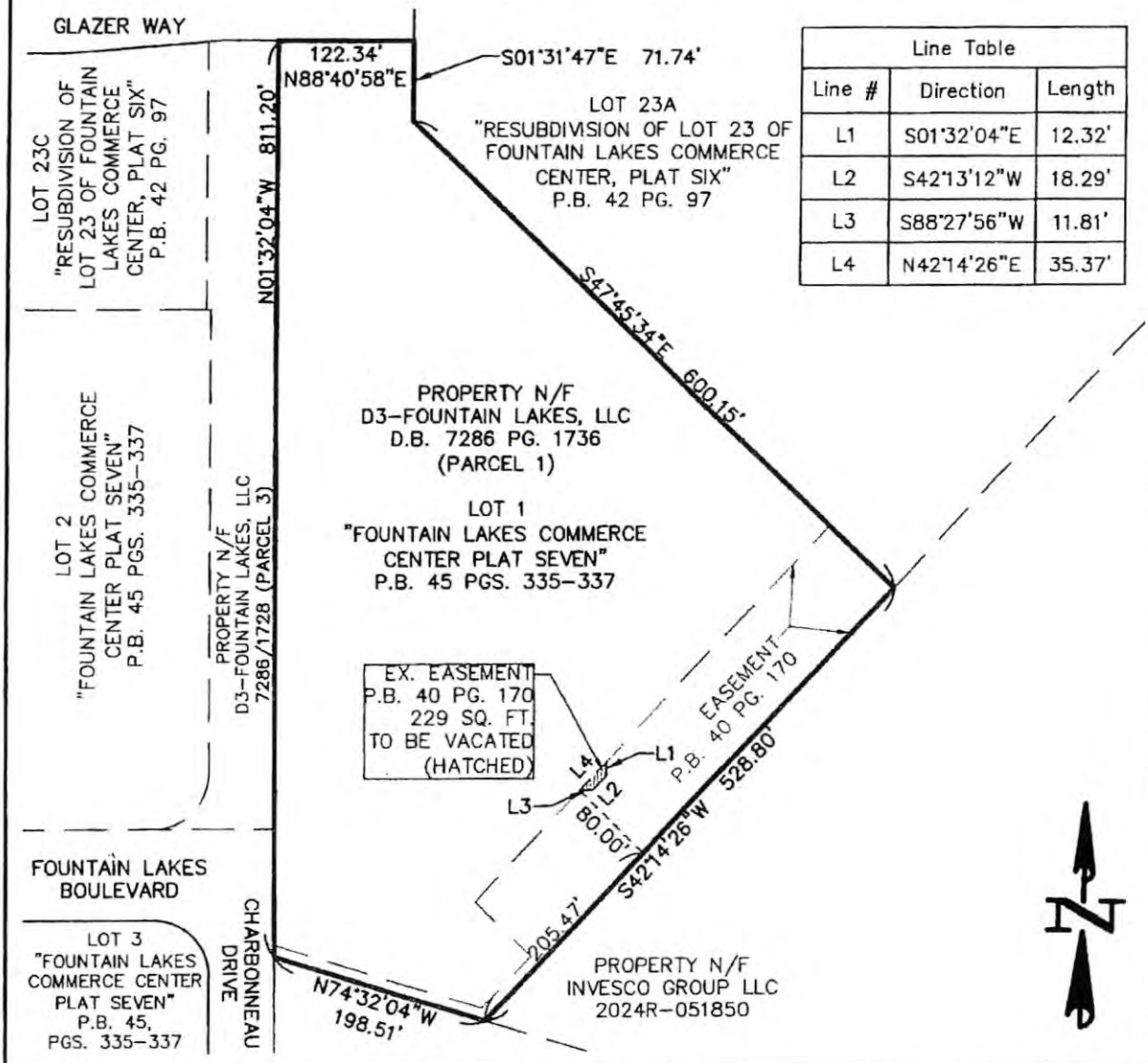
EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45, PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



Line Table		
Line #	Direction	Length
L1	S01°32'04"E	12.32'
L2	S42°13'12"W	18.29'
L3	S88°27'56"W	11.81'
L4	N42°14'26"E	35.37'

BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
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2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	01/27/25
DRAWN:	DVD
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC3
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45 PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

Petition for Vacation or Acceptance of Right-of-Way/Easement Within the City of St. Charles, Missouri

We, the owners of the tracts of land adjacent to 3704 New Town Boulevard, St. Charles, Missouri 63301, each lying in various width easements within the City limits of the City of St. Charles, do hereby petition the Mayor and City Council to:

- ☐ Accept said streets as Provisional Streets according to City Code 505.330.
- ☐ Accept said streets as Public Streets according to City Code 505.340.
- X Vacate said right-of-way [easement]

We the undersigned owners also understand and affirm that if public property rights do not currently exist, we shall donate and execute said donations at our expense, all land rights determined by the City as being necessary for said acceptance of streets or for vacation of right-of-way [easement] through the appropriate legal means which may include, but not necessarily be limited to resubdivision plats, deeds, easements, etc. The exact limits of the right-of-way or easements being petitioned are as follows:

A TRACT OF LAND BEING PART OF LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 45, PAGES 335-337 OF THE ST. CHARLES COUNTY RECORDS, IN TOWNSHIP 47 NORTH, RANGE 4 EAST, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN"; THENCE ALONG THE WEST LINE OF SAID LOT 1, SOUTH 01 DEGREES 32 MINUTES 04 SECONDS EAST 773.12 FEET TO THE ACTUAL POINT OF BEGINNING OF THE DESCRIPTION HEREIN; THENCE LEAVING SAID WEST LINE OF LOT 1, NORTH 83 DEGREES 31 MINUTES 51 SECONDS EAST 187.27 FEET TO A POINT; THENCE SOUTH 42 DEGREES 14 MINUTES 26 SECONDS WEST 8.77 FEET TO A POINT; THENCE SOUTH 47 DEGREES 45 MINUTES 34 SECONDS EAST 5.60 FEET TO A POINT; THENCE SOUTH 83 DEGREES 31 MINUTES 51 SECONDS WEST 185.23 FEET TO A POINT ON THE AFORESAID WEST LINE OF LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN"; THENCE ALONG SAID WEST LINE OF LOT 1, NORTH 01 DEGREES 32 MINUTES 04 SECONDS WEST 10.04 FEET TO THE POINT OF BEGINNING CONTAINING 1,838 SQUARE FEET ACCORDING TO CALCULATIONS BY BAX ENGINEERING COMPANY DURING JUNE, 2025.

EXHIBIT B

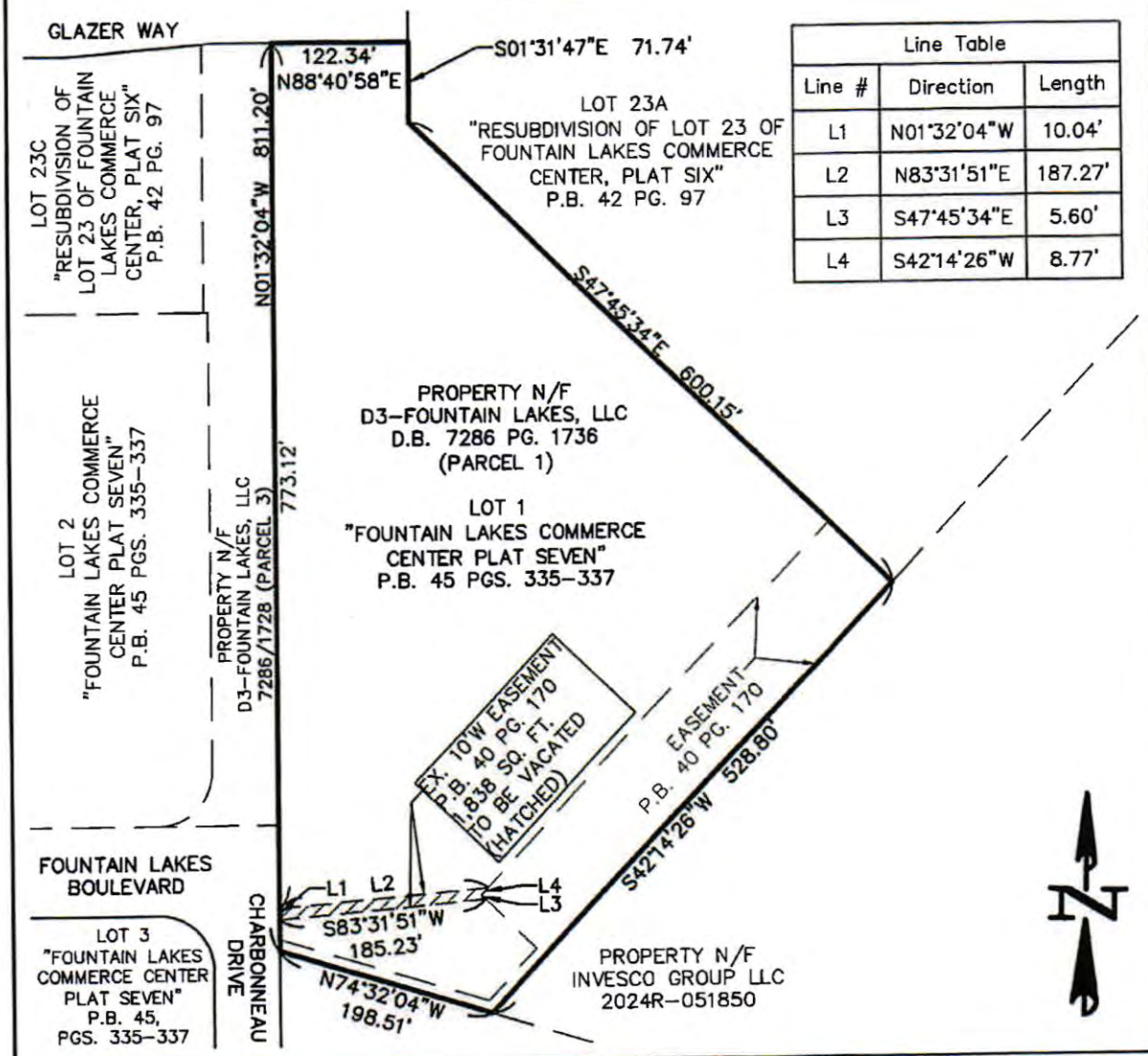
Signatures of all adjoining property owners:



Signature

Drew Bextermueller
Director of Real Estate
D3 Fountain Lakes, LLC
16690 Swingley Ridge Road, 4th Floor
Chesterfield, Missouri 63017
(636) 812-1360

EXHIBIT A



Line Table		
Line #	Direction	Length
L1	N01°32'04"W	10.04'
L2	N83°31'51"E	187.27'
L3	S47°45'34"E	5.60'
L4	S42°14'26"W	8.77'

BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC2
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45, PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

ENGINEERING
PLANNING
SURVEYING

LAND DESCRIPTION
1,838 SQ. FT.
JUNE 26, 2025
BAX PROJECT No. 97-9085ZTBE
CEM

EASEMENT VACATION

A TRACT OF LAND BEING PART OF LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 45, PAGES 335-337 OF THE ST. CHARLES COUNTY RECORDS, IN TOWNSHIP 47 NORTH, RANGE 4 EAST, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN"; THENCE ALONG THE WEST LINE OF SAID LOT 1, SOUTH 01 DEGREES 32 MINUTES 04 SECONDS EAST 773.12 FEET TO THE ACTUAL POINT OF BEGINNING OF THE DESCRIPTION HEREIN; THENCE LEAVING SAID WEST LINE OF LOT 1, NORTH 83 DEGREES 31 MINUTES 51 SECONDS EAST 187.27 FEET TO A POINT; THENCE SOUTH 42 DEGREES 14 MINUTES 26 SECONDS WEST 8.77 FEET TO A POINT; THENCE SOUTH 47 DEGREES 45 MINUTES 34 SECONDS EAST 5.60 FEET TO A POINT; THENCE SOUTH 83 DEGREES 31 MINUTES 51 SECONDS WEST 185.23 FEET TO A POINT ON THE AFORESAID WEST LINE OF LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN"; THENCE ALONG SAID WEST LINE OF LOT 1, NORTH 01 DEGREES 32 MINUTES 04 SECONDS WEST 10.04 FEET TO THE POINT OF BEGINNING CONTAINING 1,838 SQUARE FEET ACCORDING TO CALCULATIONS BY BAX ENGINEERING COMPANY DURING JUNE, 2025.



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

2025R-010980

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$ 33.00
PAGES: 5
CERTIFIED-FILED FOR RECORD
MARY E. DEMPSEY
RECORDER OF DEEDS
ST. CHARLES COUNTY, MISSOURI
BY: KJETER
ELECTRONICALLY RECORDED

RELEASE OF PLATTED EASEMENTS

THIS INSTRUMENT, made this 19 day of March, 2025,

WITNESSETH THAT:

WHEREAS, there has heretofore been granted to SPIRE MISSOURI INC., a Missouri corporation, (**"GRANTOR"**), a platted easement(s) ("Easement") in certain land located upon Lot 1 of Fountain Lakes Commerce Center Plat Seven, a subdivision filed for record in Plat Book 45 at Page 335 through 337 of the St. Charles County, Missouri Records wherein the nature and extent of the Easement and the lands affected are described; and

WHEREAS the present owner, D3-FOUNTAIN LAKES, LLC **("GRANTEE")** of the lands so affected, has requested that **GRANTOR** release the Easement and **GRANTOR** is willing to do so to the extent hereinafter described.

NOW THEREFORE, In consideration of One Dollar ($1.00) in hand paid to **GRANTOR** by said **GRANTEE**, the receipt of which is hereby acknowledged, **GRANTOR** hereby RELEASES AND QUITCLAIMS to said GRANTEE all of **GRANTOR'S** right, title and interest in and to that Easement as depicted and shown hachured on the attached plat designated as "Exhibit A Pages 1, 2 and 3 and titled 'Easement Vacate'.

IN WITNESS WHEREOF, **GRANTOR** has caused this instrument to be signed by its Senior Vice President, Engineering, Gas Supply & Operation Services the day and year first above written.

SPIRE MISSOURI INC.

Legal Dept. Approval to Form: DPA

Mark Lowe
Senior Vice President, Engineering,
Gas Supply and Operations Services

Engineering Dept. Approval: NAE

System Planning Approval: PC

Right of Way Dept. Approval: AG

STATE OF MISSOURI)
) ss.
CITY OF ST. LOUIS)

On the 19 day of March, 2025,

before me, (insert Notary's name) John Lair, a notary public in and for said state, appeared Mark Lowe, to me personally known, who being by me duly sworn, did say that he is the Senior Vice President, Engineering, Gas Supply and Operations Services of SPIRE MISSOURI INC., and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said Mark Lowe acknowledged said instrument to be the free act and deed of said corporation.

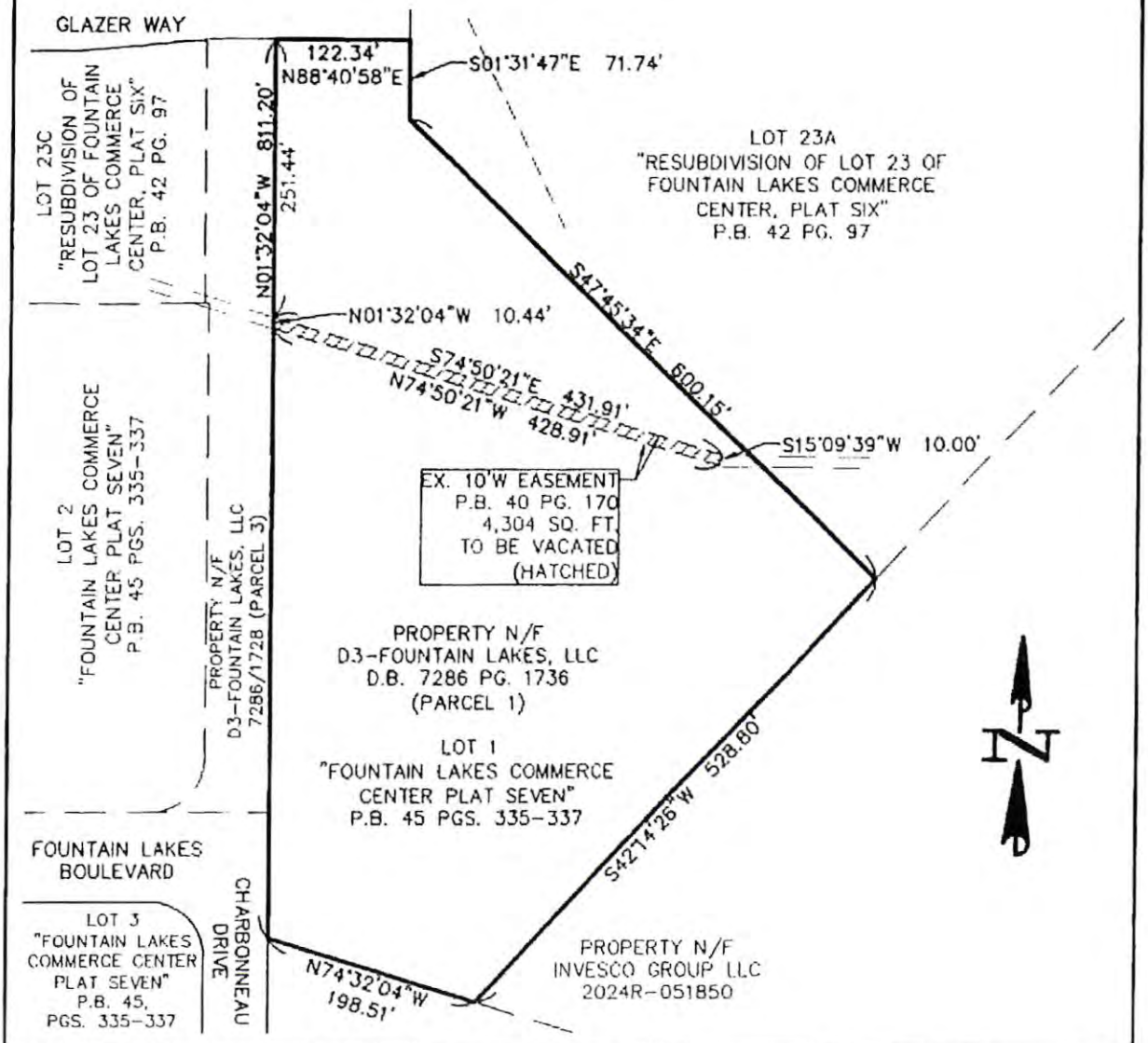
My Commission expires: 1/29/2026

John Lair
Notary Public

John Lair
Printed Name

JOHN LAIR
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Jan. 29, 2026
Commission #18103602

EXHIBIT A PAGE 1



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC1
SHEET:	1 OF 1
MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING:	#000144

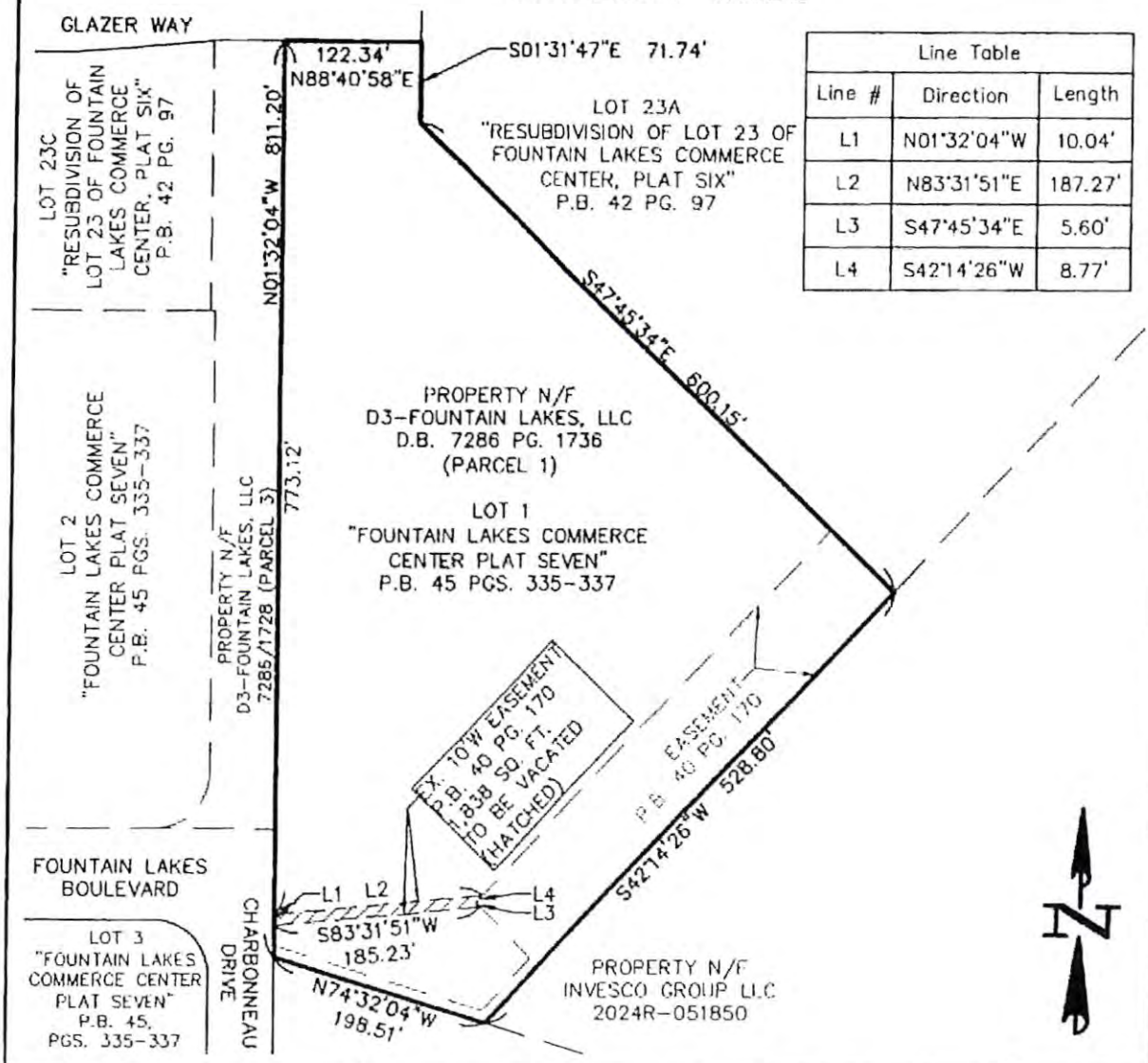
EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45, PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A PAGE 2



Line Table		
Line #	Direction	Length
L1	N01°32'04"W	10.04'
L2	N83°31'51"E	187.27'
L3	S47°45'34"E	5.60'
L4	S42°14'26"W	8.77'

BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

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DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC2
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING #000144

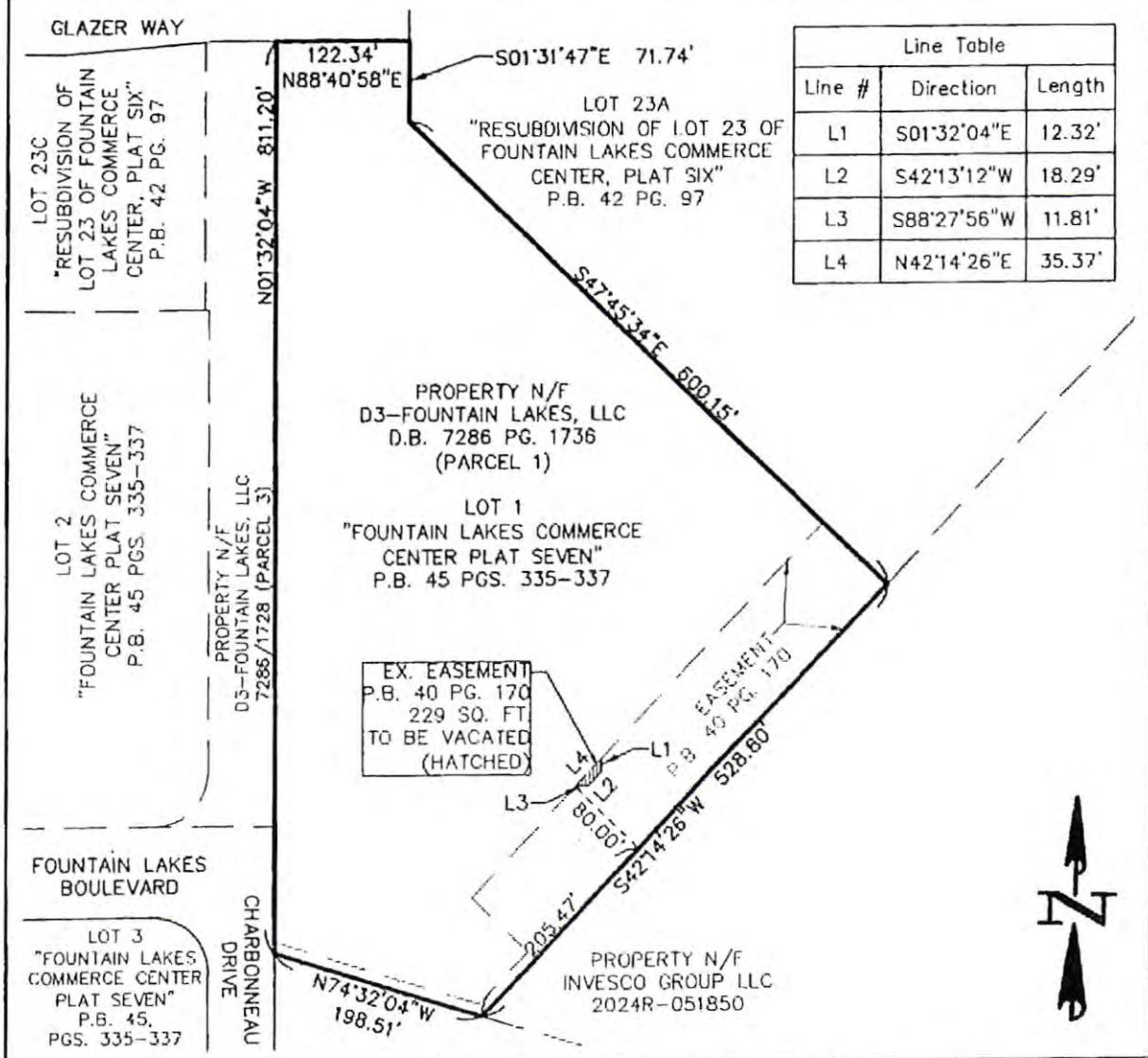
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STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A SHEET 3



Line Table		
Line #	Direction	Length
L1	S01°32'04"E	12.32'
L2	S42°13'12"W	18.29'
L3	S88°27'56"W	11.81'
L4	N42°14'26"E	35.37'

BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

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DATE:	01/27/25
DRAWN:	DVD
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC3
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

EASEMENT VACATE

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STATE OF MISSOURI
ANDY D. BECK
NUMBER PLS-2015017835
PROFESSIONAL LAND SURVEYOR
1-30-25

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

2025R-019352
05/12/2025 12:08:14 PM
$ 30.00
PAGES: 4
CERTIFIED-FILED FOR RECORD
MARY E. DEMPSEY
RECORDER OF DEEDS
ST. CHARLES COUNTY, MISSOURI
BY: CGRAF
ELECTRONICALLY RECORDED

DOCUMENT TYPE:	RELEASE OF EASEMENT
DATE OF DOCUMENT:	MARCH 27, 2025
GRANTOR:	SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a AT&T MISSOURI 12930 OLIVE BOULEVARD CREVE COEUR, MISSOURI 63141
GRANTEE:	FOUNTAIN LAKES, LLC 16690 SWINGLEY RIDGE ROAD, 4TH FLOOR CHESTERFEILD MISSOURI, 63017
LEGAL DESCRIPTION:	A TRACT OF LAND BEING PART OF LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN", PLAT BOOK 45, PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI
REFERENCE BOOK AND PAGE:	PLAT BOOK 45, PAGES 335-337

at&t

SOUTHWESTERN BELL TELEPHONE COMPANY
RELEASE OF EASEMENT

Executed: 3.27.25

THIS RELEASE OF EASEMENT, entered into by ***SOUTHWESTERN BELL TELEPHONE COMPANY, d/b/a AT&T MISSOURI,*** *(120 N 2ND ST, FESTUS, MO 63028), GRANTOR, AND FOUNTAIN LAKES, LLC, GRANTEE*, wherein GRANTOR in consideration of One Dollar ($1.00) and other valuable consideration, receipt of which is hereby acknowledged, does by these presents ABANDON, RELEASE, RELINQUISH AND DISCLAIM to GRANTEE, as is, all or a specific portion of a certain easement for telecommunication purposes hereinafter described that affects land owned by GRANTEE situated in The City of St Charles ST CHARLES COUNTY, MISSOURI, and described as follows

PART OF

LOT 1
"FOUNTAIN LAKES COMMERCE
CENTER PLAT SEVEN"
P.B. 45 PGS. 335-337

EX. 10'W EASEMENT
P.B. 40 PG. 170
1,838 SQ FT

Said land of GRANTEE being subject to:

A TRACT OF LAND BEING PART OF LOT 1 OF
"FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN"
PLAT BOOK 45, PAGES 335-337,
WITHIN FRACTIONAL SECTION 13,
TOWNSHIP 47 NORTH, RANGE 4 EAST
CITY OF ST. CHARLES,
ST. CHARLES COUNTY, MISSOURI

The area of said easements to be hereby released is described as follows: *The area depicted as hachured (//////////) on the Easement Release Plat, marked Exhibit "A" and attached hereto, and made a part thereof.*

TO HAVE AND TO HOLD same, together with all rights and appurtenances to the same belonging, unto GRANTEE(S), their heirs, successors and assigns forever.

IN WITNESS WHEREOF, GRANTOR has caused this Release of Easement to be executed by its duly authorized officers this 27 day of MARCH 2025

SOUTHWESTERN BELL TELEPHONE COMPANY (d/b/a AT&T MISSOURI)

Name: CHRIS LAPORTE

Title: SPECIALIST OSP DESIGN ENGINEER

THE STATE OF MISSOURI
COUNTY OF JEFFERSON

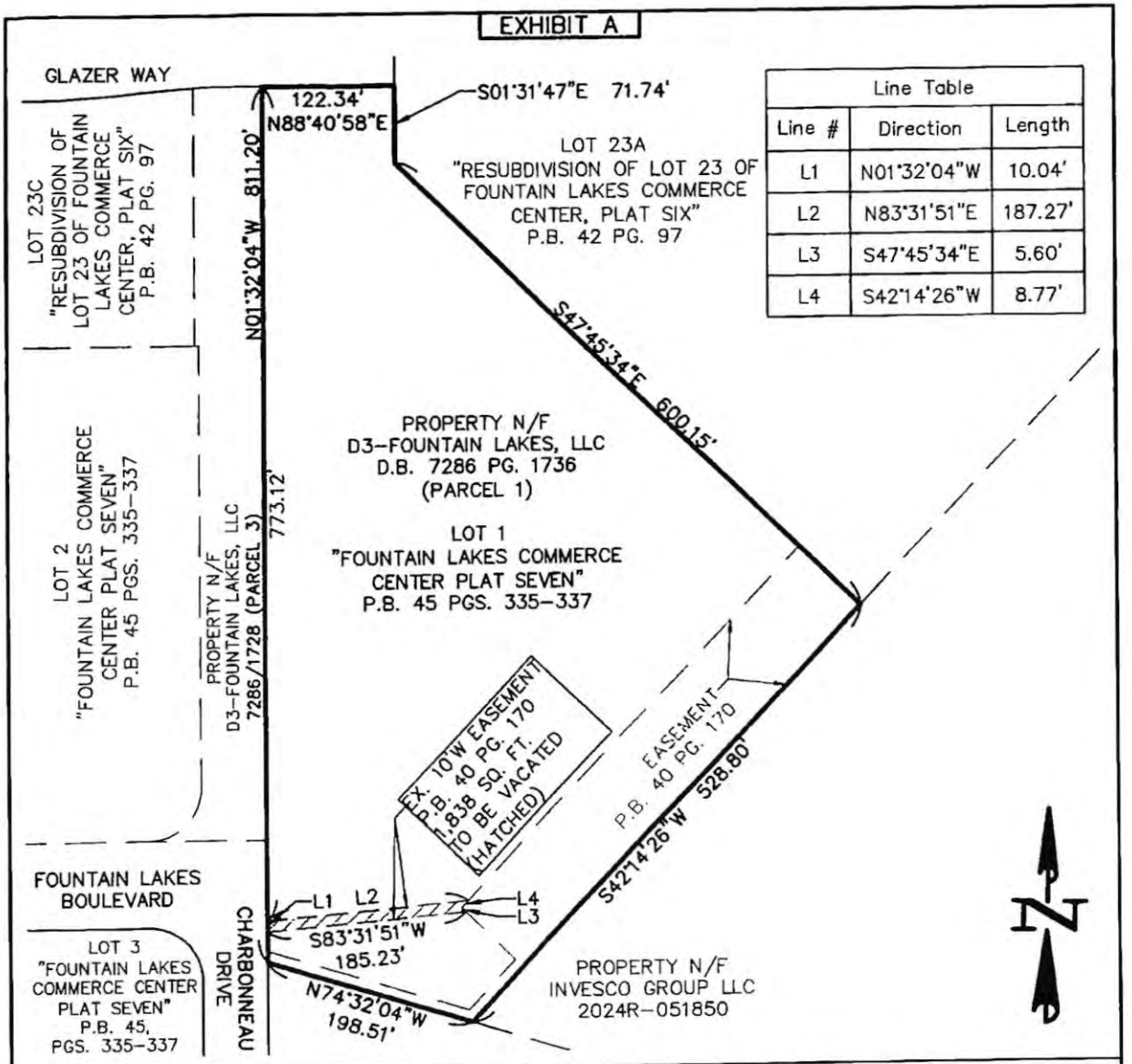
BEFORE ME, the undersigned authority, on this day personally appeared CHRIS LAPORTE, known to me to be the person whose name is subscribed to the foregoing instrument as the SR SPECIALIST OSP DESIGN ENGINEER of SOUTHWESTERN BELL TELEPHONE COMPANY (d/b/a AT&T Missouri), a corporation, and acknowledged to me that he executed the same for purposes and considerations therein expressed in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 27th day of March 2025

JEFFREY ALAN KEMPFER
Notary Public, Notary Seal
State of Missouri
Jefferson County
Commission # 17543392
My Commission Expires 01-09-2029

Notary Public

EXHIBIT A



Line Table		
Line #	Direction	Length
L1	N01°32'04"W	10.04'
L2	N83°31'51"E	187.27'
L3	S47°45'34"E	5.60'
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BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC2
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45, PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

2025R-043120

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PAGES: 14
CERTIFIED-FILED FOR RECORD
MARY E. DEMPSEY
RECORDER OF DEEDS
ST. CHARLES COUNTY, MISSOURI
BY: GOLMSTED
ELECTRONICALLY RECORDED

DOCUMENT TYPE:	VACATION OF EASEMENT
DATE OF DOCUMENT:	SEPTEMBER 4, 2025
GRANTOR:	CHARTER COMMUNICATIONS ENTERTAINMENT I, LLC 941 CHARTER COMMONS TOWN AND COUNTRY, MISSOURI 63017
GRANTEE:	D3 FOUNTAIN LAKES LLC 16690 SWINGLEY RIDGE ROAD, 4TH FLOOR CHESTERFEILD MISSOURI, 63017
LEGAL DESCRIPTION:	A TRACT OF LAND BEING PART OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" AND "FOUNTAIN LAKES COMMERCE CENTER PLAT SIX", TOWNSHIP 47 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI
REFERENCE BOOK AND PAGE:	PLAT BOOK 45, PAGES 335-337 PLAT BOOK 42, PAGE 97

Charter
COMMUNICATIONS

Aaron Detwiler
Field Operations AVP
Charter Spectrum Communications

VACATION OF EASEMENT

WHEREAS, an easement for broadband cable communications placement within the dedicated utility easement has been granted to Charter Communications Entertainment I, LLC ("Charter"), **The Grantor** located at 941 Charter Commons Town & Country, MO 63017 by St. Louis County, Missouri. A tract of land being part of Lots 1,2,23C, of Fountain Lakes Commerce Center Plat Seven, Plat book 45,Pages 335-337,within fractional section 13, ,Township 45 North, Ranch 4 East, St. Charles County, Missouri, St. Louis County, Missouri and it is the purpose and intent of Charter to release a portion of such easement rights.

NOW THEREFORE, Charter does hereby relinquish and release that portion of its easement rights to **Grantee** Fountain Lakes, LLC to place or maintain permanent facilities within the area of the easement shown on **Exhibits A**. Except for the release of the hatched area described herein, the remaining easement rights and interests granted to Charter pursuant to the aforementioned plat shall remain in full force and effect.

IN WITNESS THEREOF, Charter has caused this document to be executed as of the 4th day of September 2025.

Charter Communications Entertainment I, LLC, a Delaware limited liability company
By its manager: Charter Communications, Inc., a Delaware corporation

By: Aaron Detwiler
Title: Field Operations AVP, Charter Spectrum Communications

Charter
COMMUNICATIONS

STATE OF ILLINOIS)

COUNTY OF MADISON)

On this 4th day of September 2025, before me appeared Aaron Detwiler, who being by me duly sworn, did say that he is a Field Operations Area Vice President of Charter Communications Inc., a Delaware corporation, that this instrument was signed on behalf of said company by authority of its board of directors, and that Aaron Detwiler declared that his signature placed hereon was the free act and deed of said company.

IN TESTIMONY WHEREOF, I have here unto set my hand on the day and year and in the County and State last written above.

Cathy Ann Wagner-Black

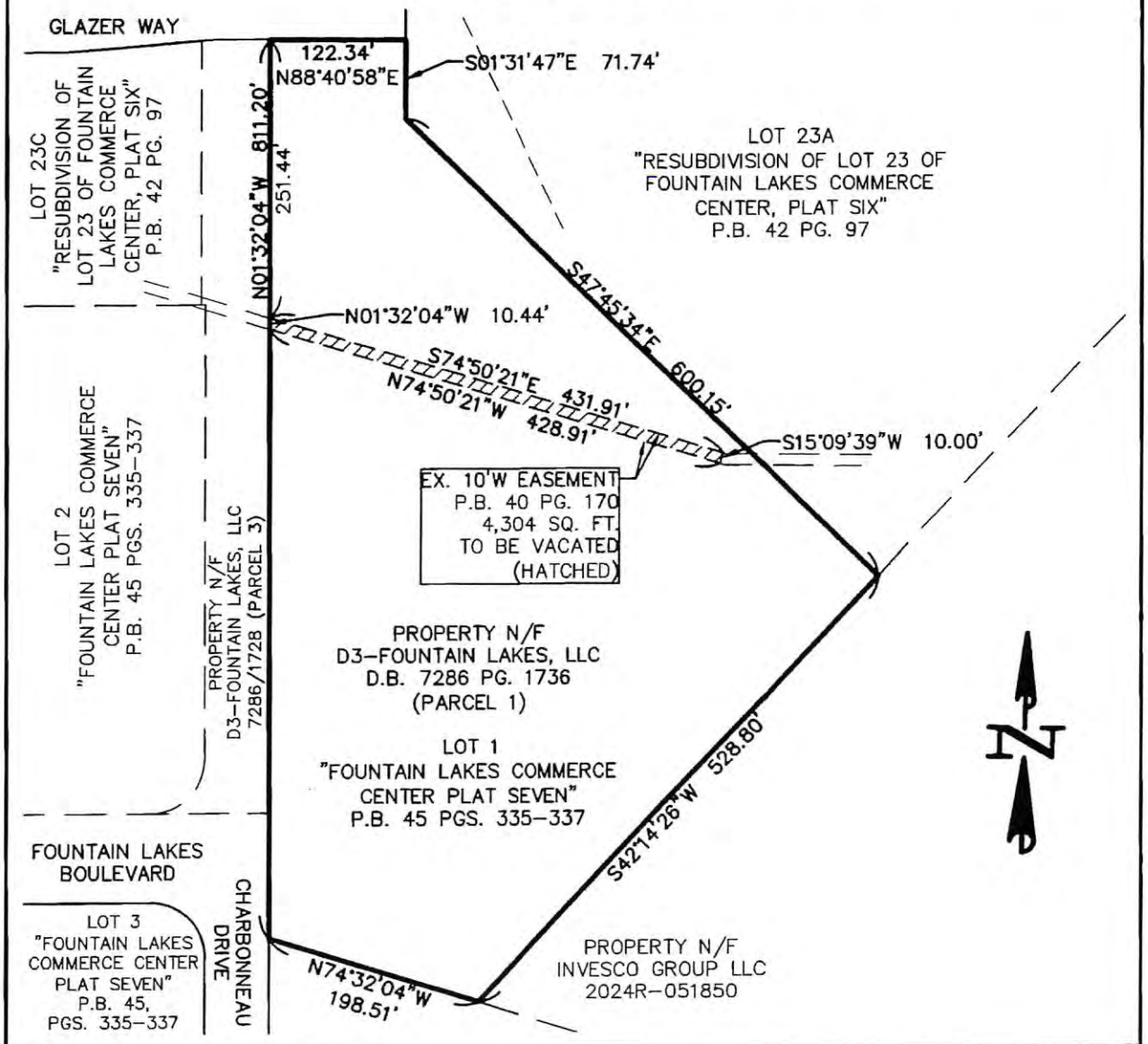
Cathy Ann Wagner-Black - Notary Public

My Commission Expires:

July 14th 2029

OFFICIAL SEAL
CATHY ANN WAGNER-BLACK
Notary Public, State of Illinois
Commission No. 1013570
My Commission Expires
July 14, 2029

EXHIBIT A



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC1
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

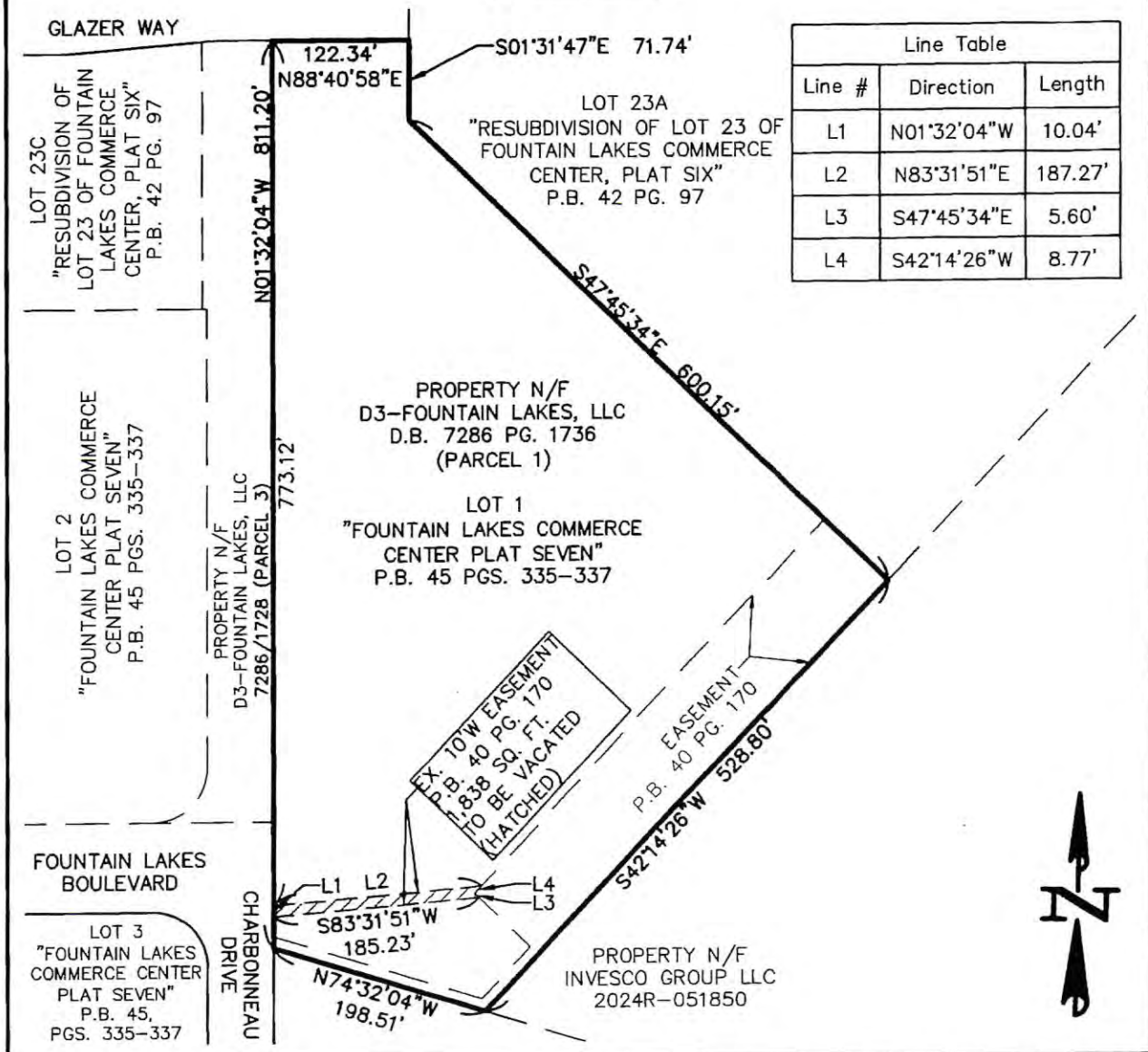
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STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



Line Table		
Line #	Direction	Length
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L2	N83°31'51"E	187.27'
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L4	S42°14'26"W	8.77'

BAX ENGINEERING CO.
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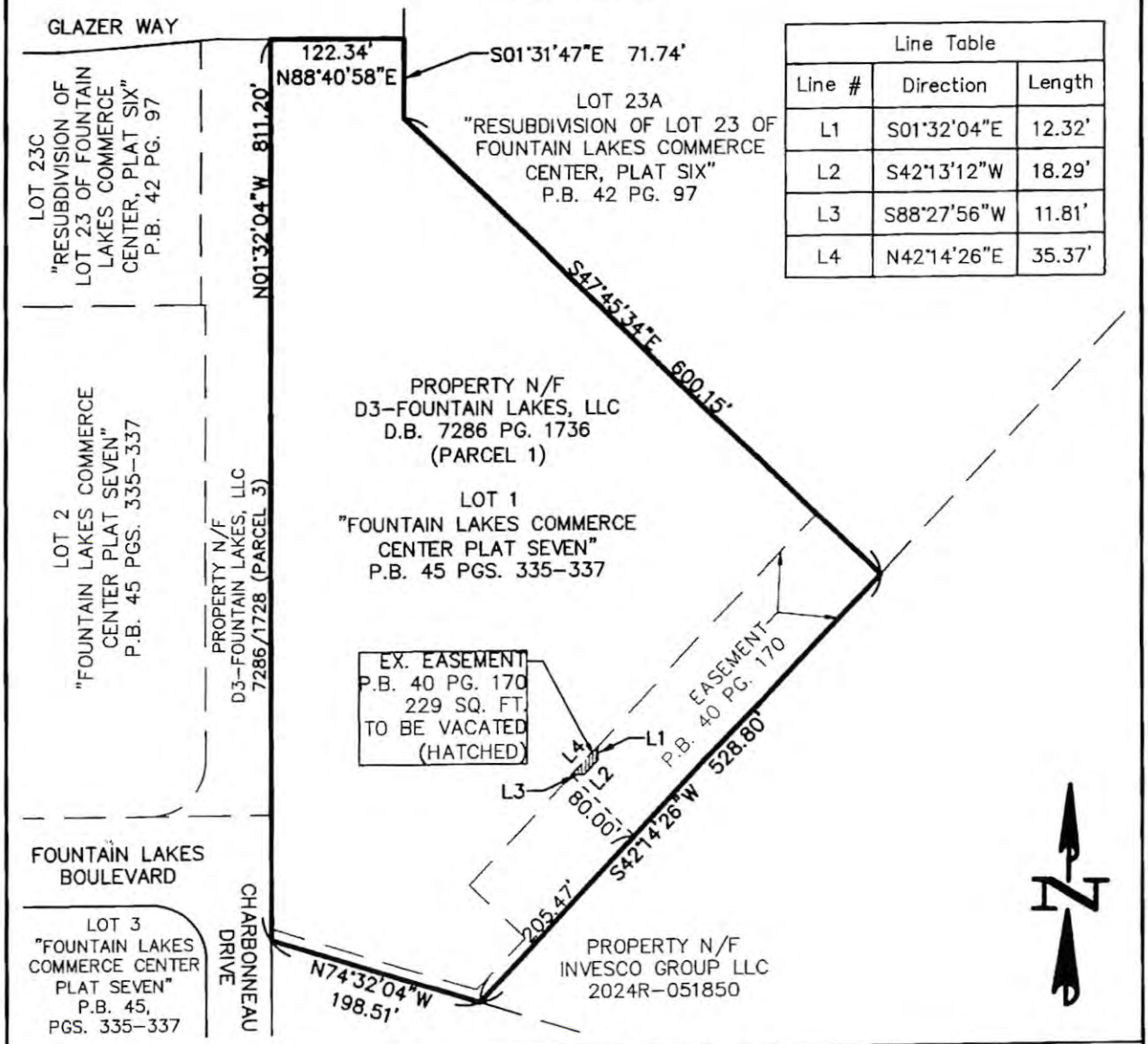
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EXHIBIT A



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BAX ENGINEERING CO.
221 POINT WEST BLVD.
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636-928-5552

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PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC3
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

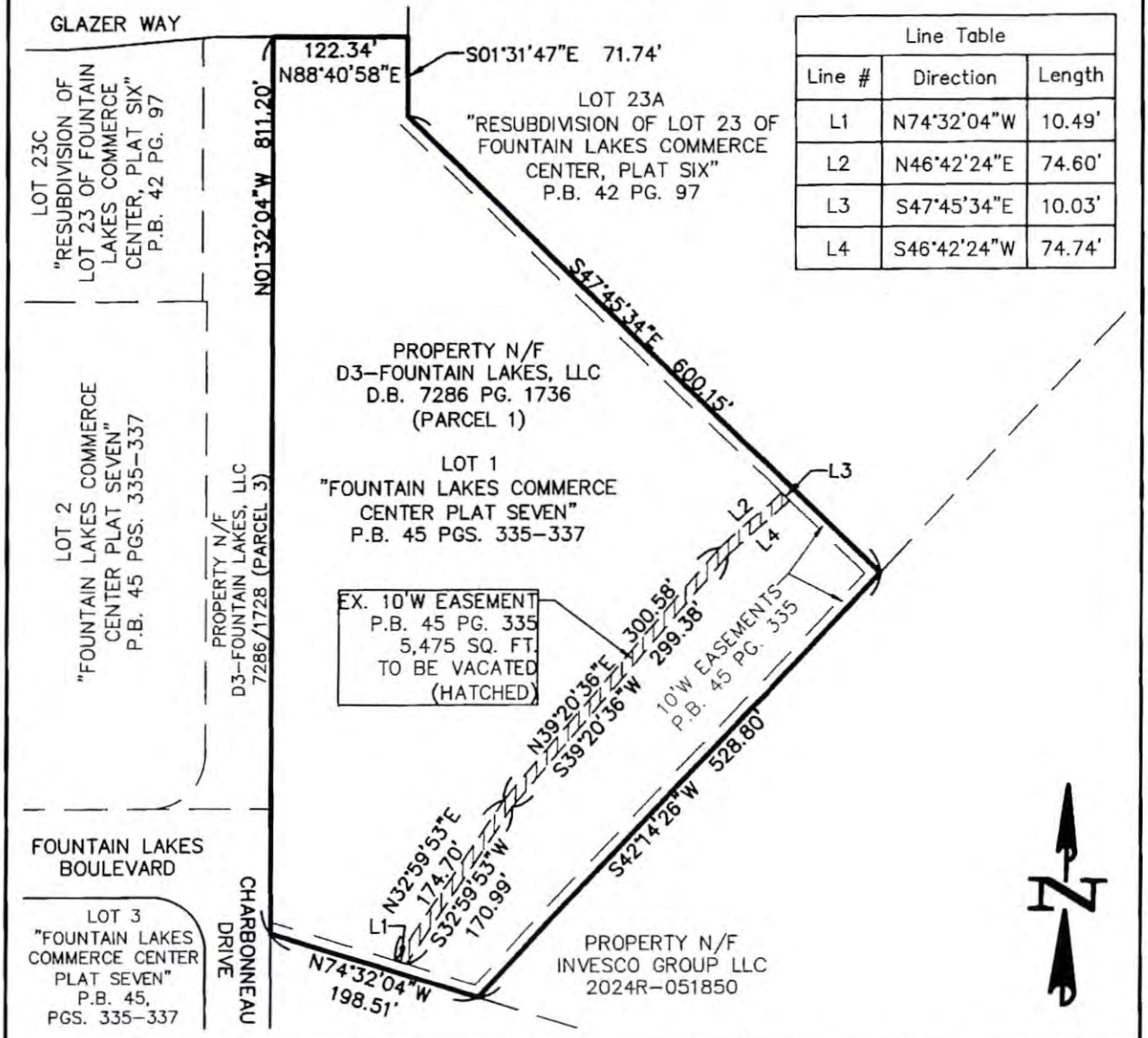
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STATE OF MISSOURI
ANDY D. BECK
NUMBER PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



Line Table		
Line #	Direction	Length
L1	N74°32'04"W	10.49'
L2	N46°42'24"E	74.60'
L3	S47°45'34"E	10.03'
L4	S46°42'24"W	74.74'

BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

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SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC4
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

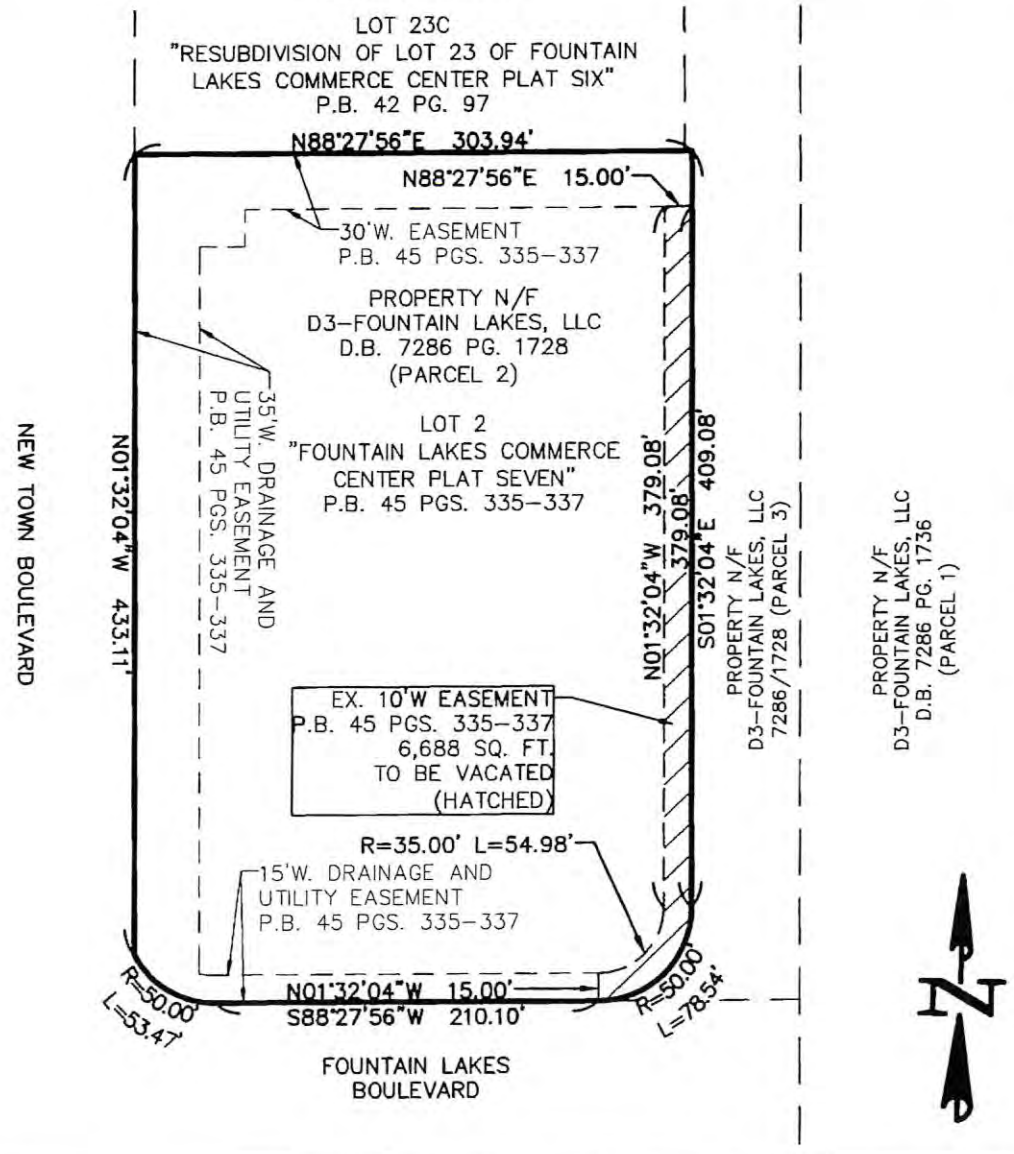
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DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=100'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC5
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

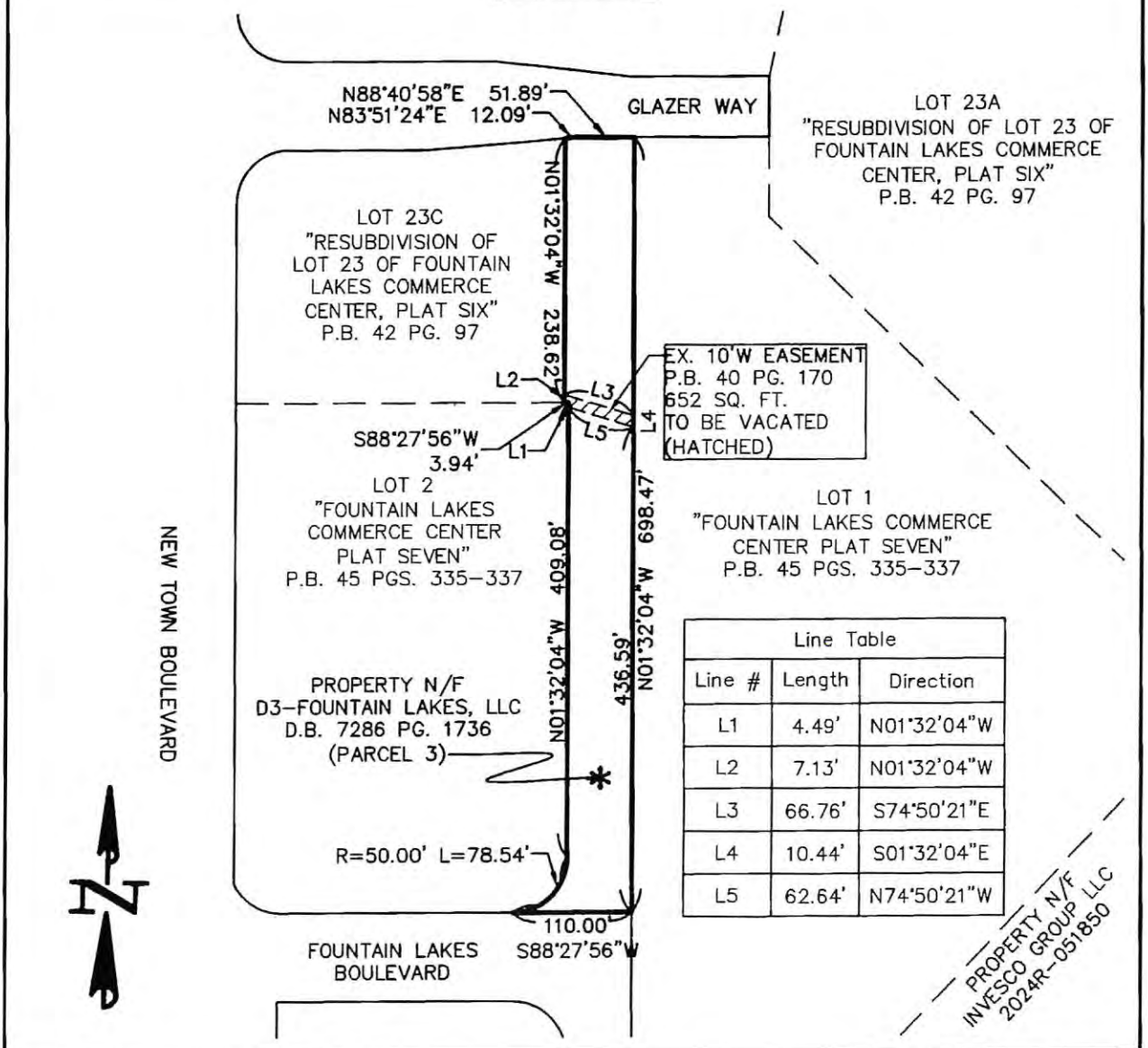
EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 2 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45, PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



Line Table		
Line #	Length	Direction
L1	4.49'	N01°32'04"W
L2	7.13'	N01°32'04"W
L3	66.76'	S74°50'21"E
L4	10.44'	S01°32'04"E
L5	62.64'	N74°50'21"W

BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC6
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

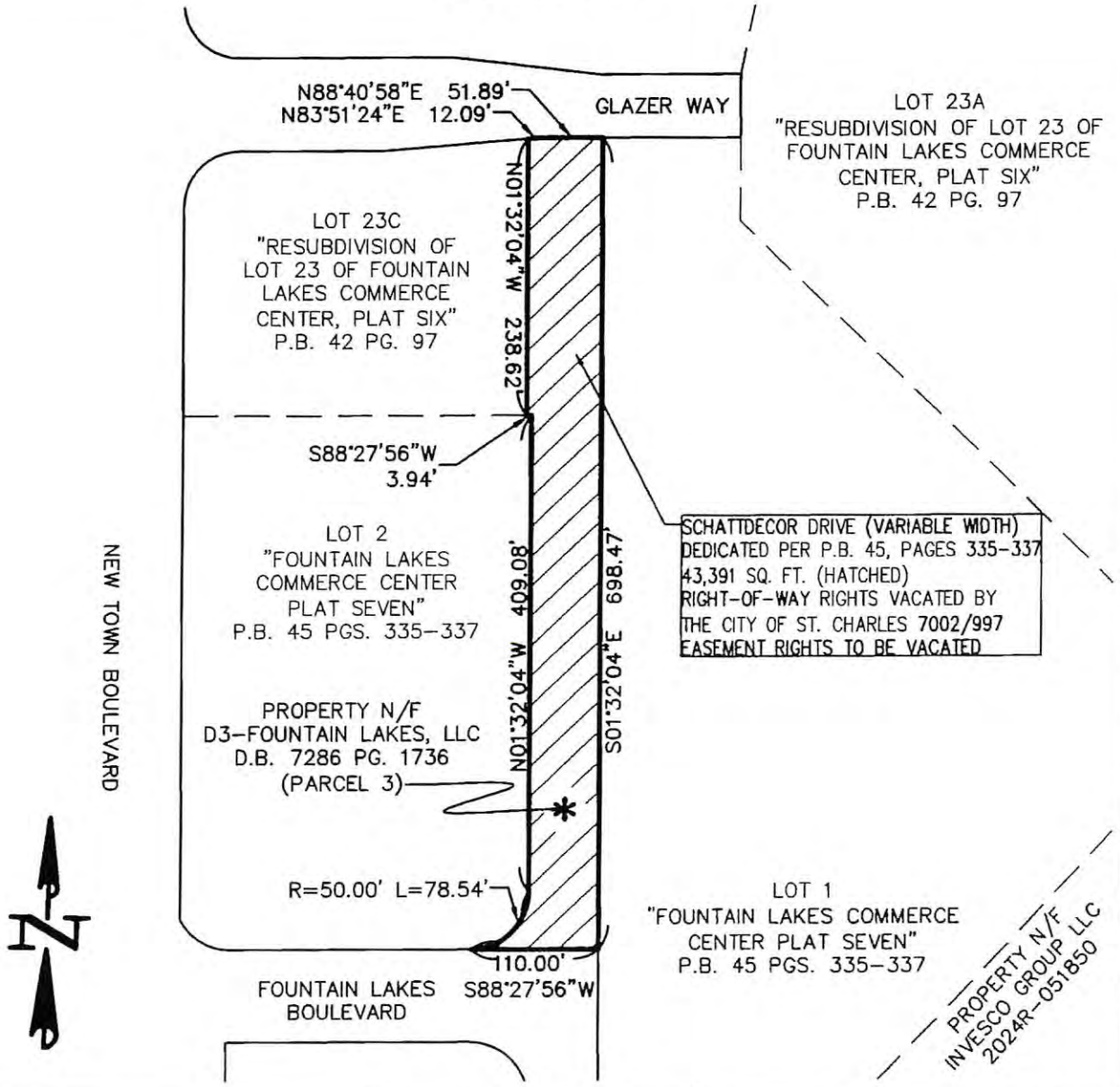
EASEMENT VACATE

A TRACT OF LAND BEING PART OF VACATED SCHATTDECOR DRIVE, VARIABLE WIDTH OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45 PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
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2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	02/04/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC10
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

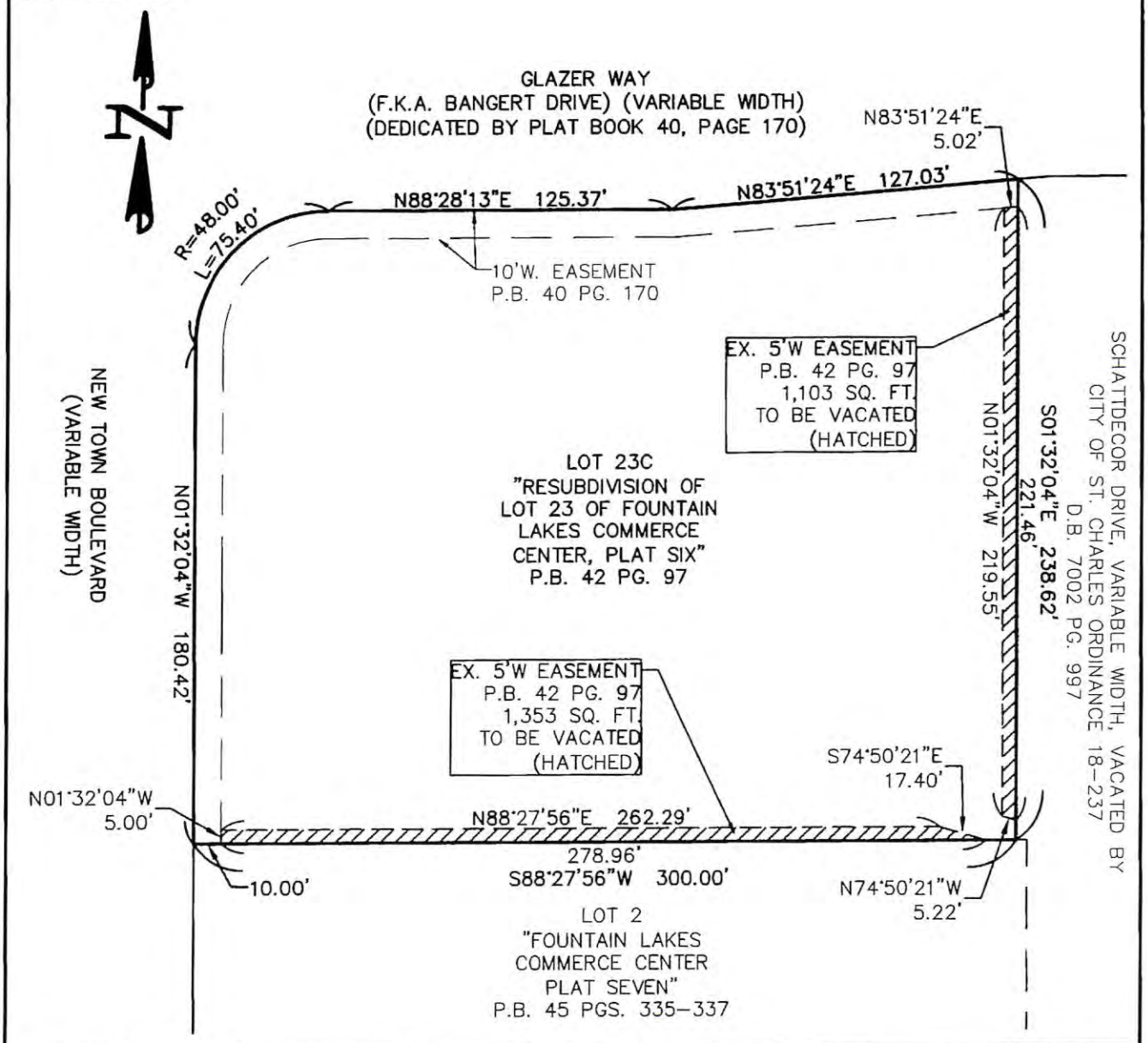
EASEMENT VACATE

A TRACT OF LAND BEING PART OF VACATED SCHATTDECOR DRIVE, VARIABLE WIDTH OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45 PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D BECK
NUMBER
PLS-2015017835
2-4-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	02/26/25
DRAWN:	CEM
SCALE:	1"=60'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC11
SHEET:	1 OF 1

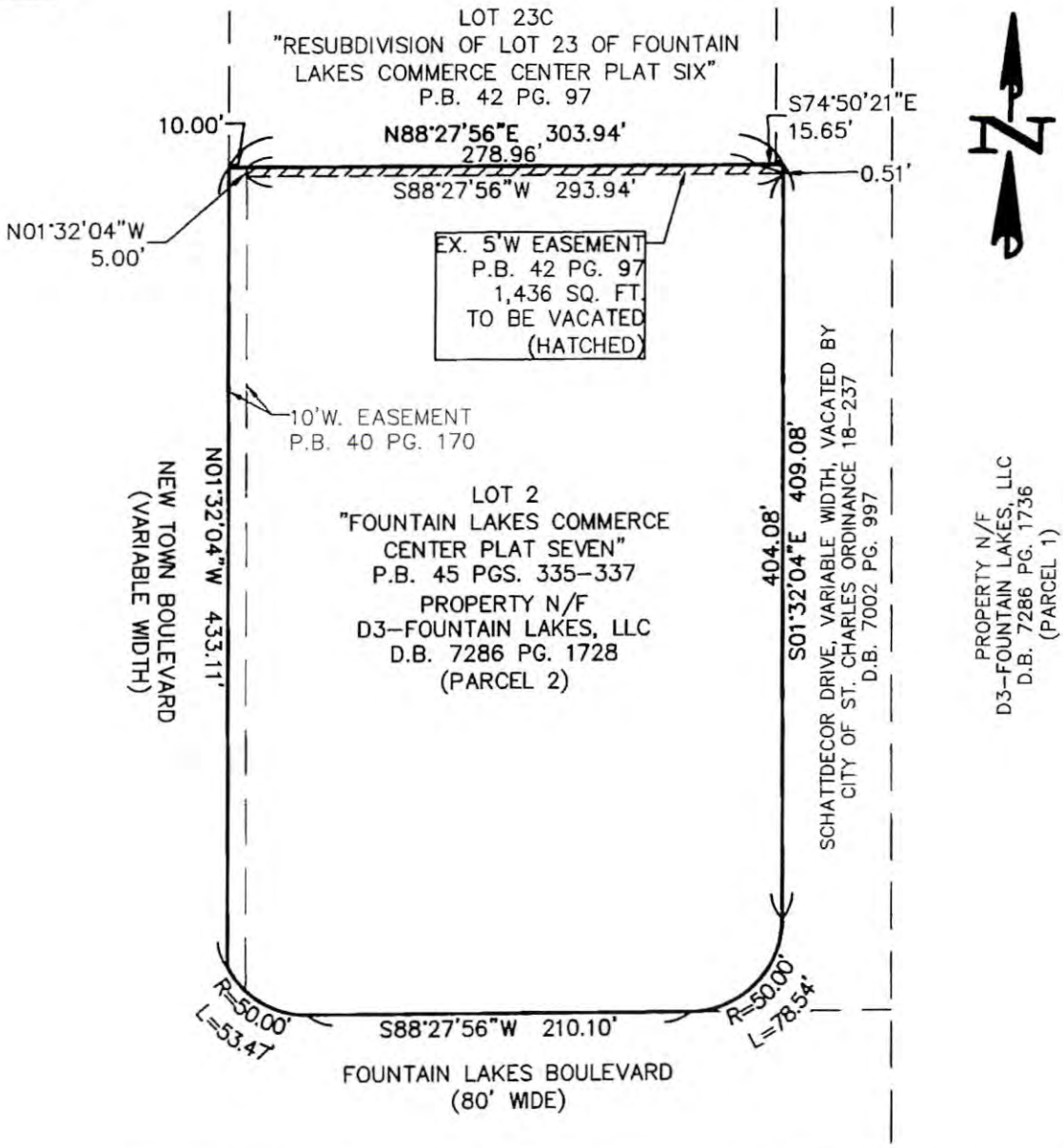
MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

EASEMENT VACATE

A TRACT OF LAND BEING
PART OF LOT 23C OF
"RESUBDIVISION OF LOT 23C OF
FOUNTAIN LAKES COMMERCE CENTER PLAT SIX"
PLAT BOOK 42, PAGE 97
TOWNSHIP 47 NORTH, RANGE 4 EAST
CITY OF ST. CHARLES,
ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDREW BECK
NUMBER
PLS-2015017835
2-27-25
PROFESSIONAL LAND SURVEYOR

EXHIBIT A



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	02/26/25
DRAWN:	CEM
SCALE:	1"=100'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC12
SHEET:	1 OF 1

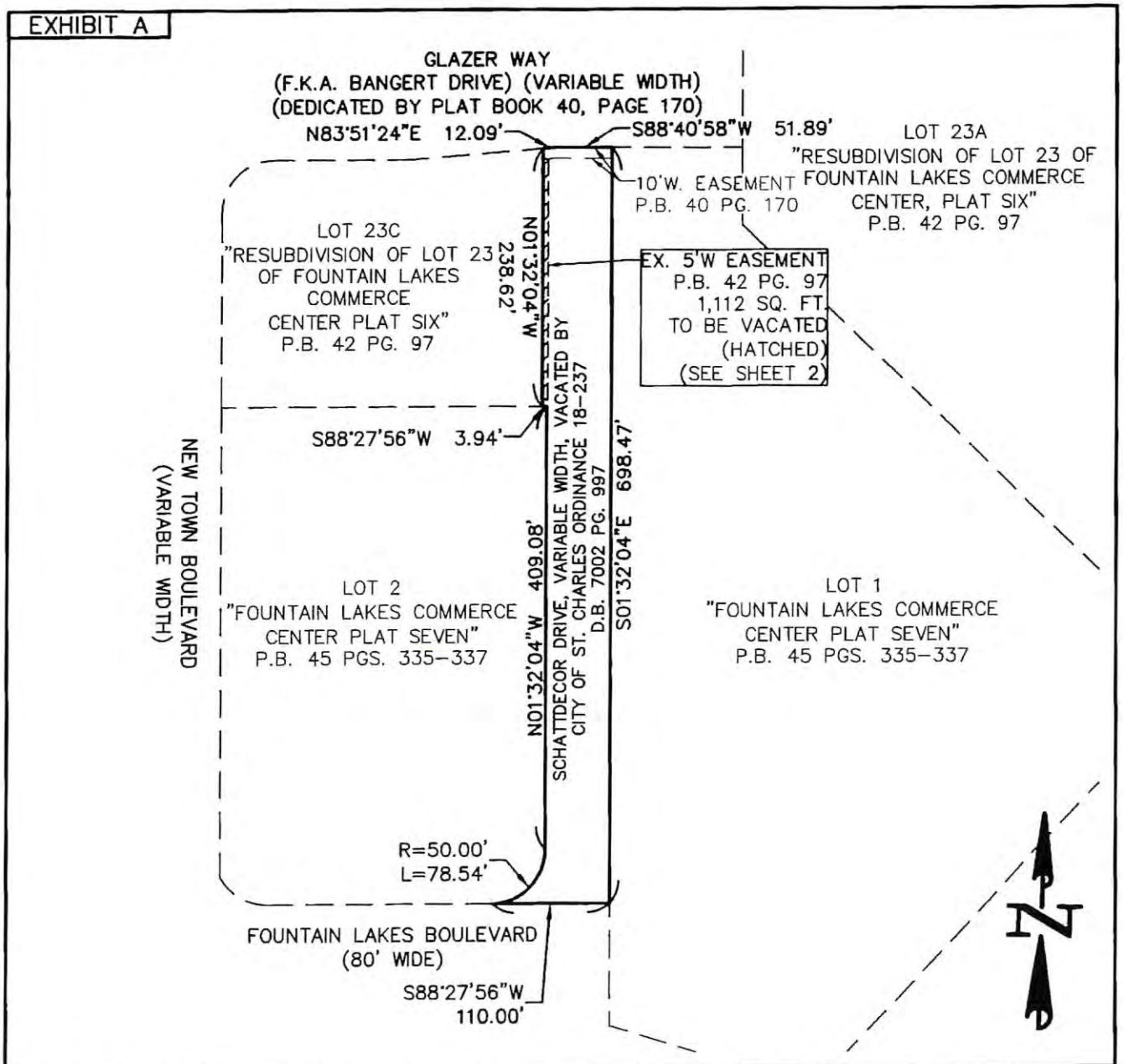
MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 2 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45, PAGES 335-337, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
2-27-25
PROFESSIONAL LAND SURVEYOR

EXHIBIT A



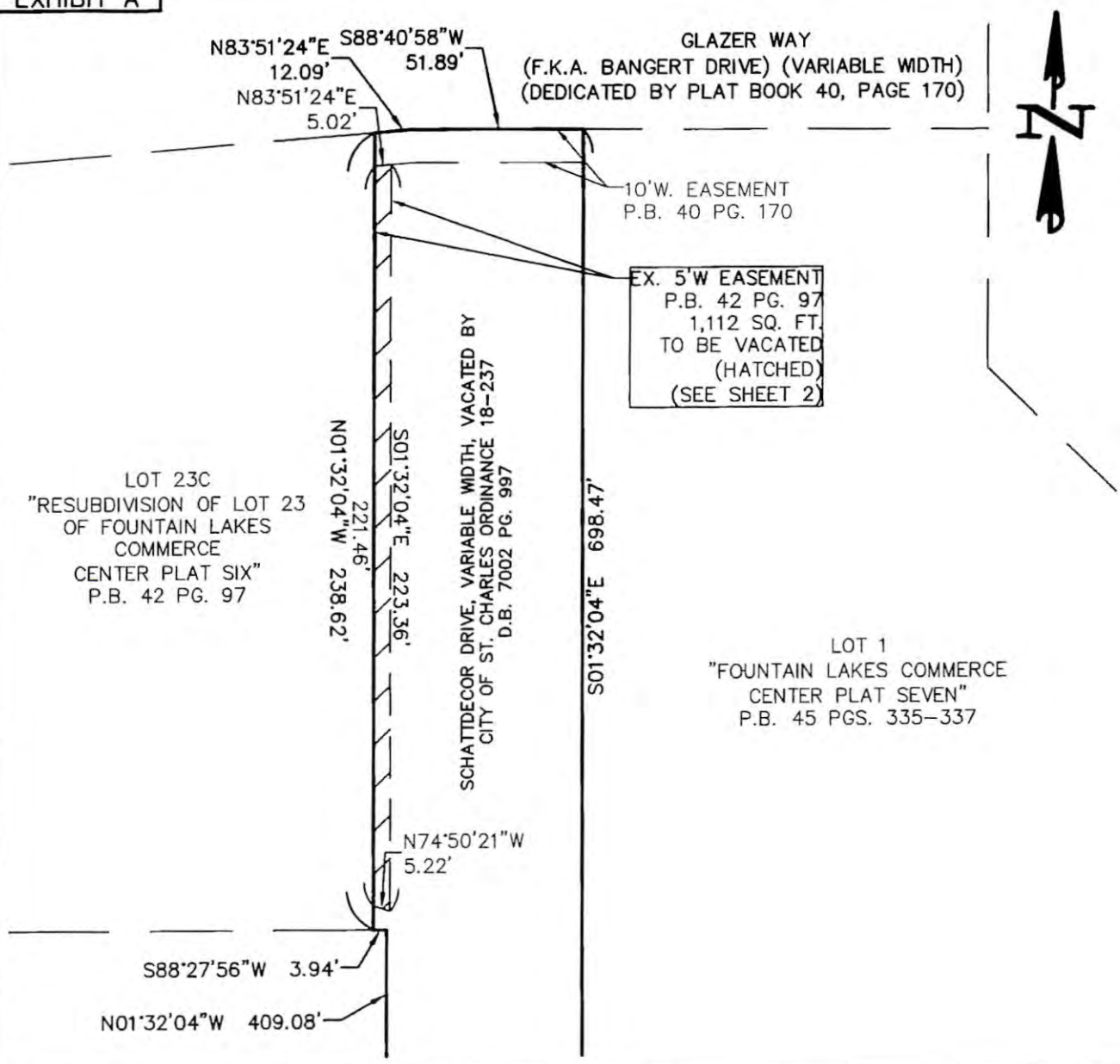
BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE: 02/26/25	EASEMENT VACATE
DRAWN: CEM	
SCALE: 1"=150'	A TRACT OF LAND BEING PART OF VACATED SCHATTDECOR DRIVE, VARIABLE WIDTH OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45 PAGES 335-337, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI
PROJECT: 9085ZTBE	
FILE:9085ZTBEVAC13	
SHEET: 1 OF 2	
MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144	



EXHIBIT A



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
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2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE: 02/26/25	EASEMENT VACATE
DRAWN: CEM	
SCALE: 1"=50'	A TRACT OF LAND BEING PART OF VACATED SCHATTDECOR DRIVE, VARIABLE WIDTH OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45 PAGES 335-337, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI
PROJECT: 9085ZTBE	
FILE:9085ZTBEVAC13	
SHEET: 2 OF 2	
MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144	

STATE OF MISSOURI
ANDY D. BRUN
NUMBER
PLS-2015017835
2-27-25
PROFESSIONAL LAND SURVEYOR

2026R-011232
03/11/2026 10:44:13 AM
$ 36.00
PAGES: 6
CERTIFIED-FILED FOR RECORD
MARY E. DEMPSEY
RECORDER OF DEEDS
ST. CHARLES COUNTY, MISSOURI
BY: CGRAF
ELECTRONICALLY RECORDED

REMS INFORMATION
Agreement ID: UEC-202602-63345
Project ID: 75230

PARTIAL RELEASE OF PLATTED EASEMENT RIGHTS

D3 Fountain Lakes LLC
Fountain Lakes Commerce Center Lot 1
St. Charles District - Gateway Division

KNOW ALL MEN THESE PRESENTS, this 10 day of March, 2026, that **UNION ELECTRIC COMPANY d/b/a AMEREN MISSOURI**, a Missouri corporation (hereinafter "Ameren") is a holder of certain easement rights for utility purposes (hereinafter collectively referred to as "Easement") that were dedicated by **THE MILLSTONE COMPANY** pursuant to the plat recorded in Plat Book 40, Page 170, in the Office of the Recorder of Deeds, for the County of St. Charles, State of Missouri.

WHEREAS Ameren, as a holder of said Easement, intends to release a PART of the Easement.

NOW THEREFORE, for and in consideration of Ten and No/100th Dollars ($10.00), the receipt of which is hereby acknowledged, Ameren hereby releases only that PART of the Easement that is illustrated in Exhibit "A" attached hereto and made a part hereof and described below:

> The areas of the platted easement identified for release that appear on Exhibit A depict tracts of land being part of Lot 1 of FOUNTAIN LAKES COMMERCE CENTER PLAT 7 located in Section 13, Township 47 North, Range 4 East of the 5th Principal Meridian, City of St. Charles, State of Missouri, per the plat thereof recorded in Plat Book 45, Page 335-337 of the St. Charles County, Missouri Records.

It is expressly understood and agreed that the interests of other parties, if any, mentioned in the aforesaid Easement are hereby reserved and remain in full force and effect.

This Partial Release of Platted Easement Rights is not intended to and shall not in any way affect other easements which Ameren owns or has a right to use in said Subdivision.

IN WITNESS WHEREOF, Ameren has hereunto caused this Partial Release of Platted Easement Rights to be executed on the date hereinabove written.

UNION ELECTRIC COMPANY d/b/a AMEREN MISSOURI

By: Janice Wenzel

Name: **Janice Wenzel**

Title: **Director, Real Estate**

ALL PURPOSE NOTARY ACKNOWLEDGMENT

STATE OF **MISSOURI**
COUNTY OF
OR CITY OF **St. Louis** } SS

On this 10 day of March, 2026 before me, the undersigned, a Notary Public in and for said State, personally appeared (print or type names of signatories):

Janice Wenzel

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Capacity Claimed By Signator(s)

☐ Individual(s)	☒ Corporate	☐ Limited Liability Company	☐ Partner(s)
☐ Trustee(s)	Title(s) of Officer(s):	Member(s)/Manager(s):	☐ Limited Partnership
☐ Executor(s)	Director, Real Estate		☐ General Partnership
☐ Administrator(s)			☐ Other (Specify Below):
☐ Attorney-In-Fact			
☐ Conservator(s)			
☐ Guardian(s)			

April 20, 2027
My Commission Expires

Notary Public

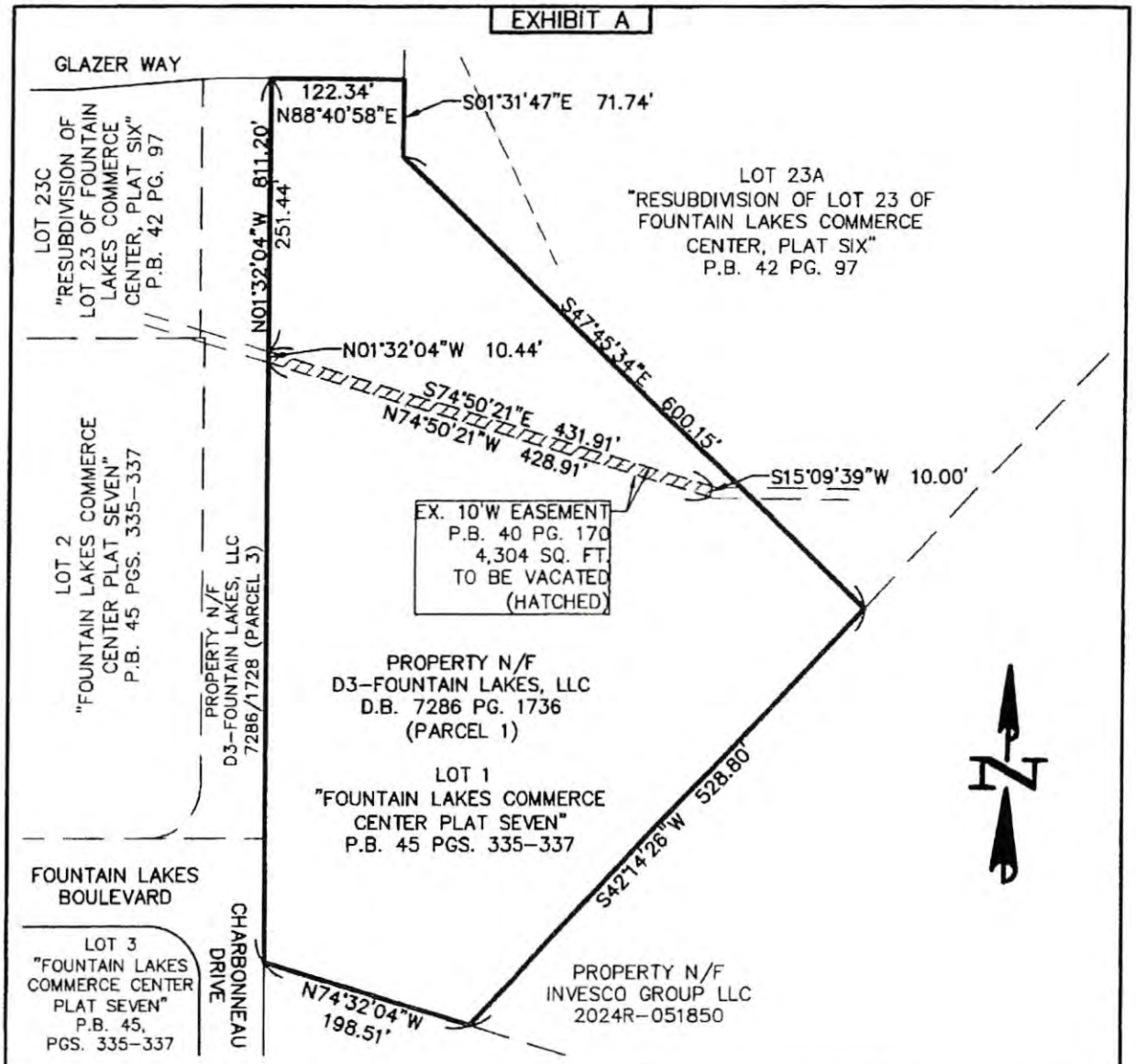
Affix Notary Stamp Below

KATIE KRUEGER
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis City
My Commission Expires: Apr. 20, 2027
Commission # 23660628

Prepared By: K. McWhorter

Return To: K. McWhorter

KNM
2/27/26



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC1
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

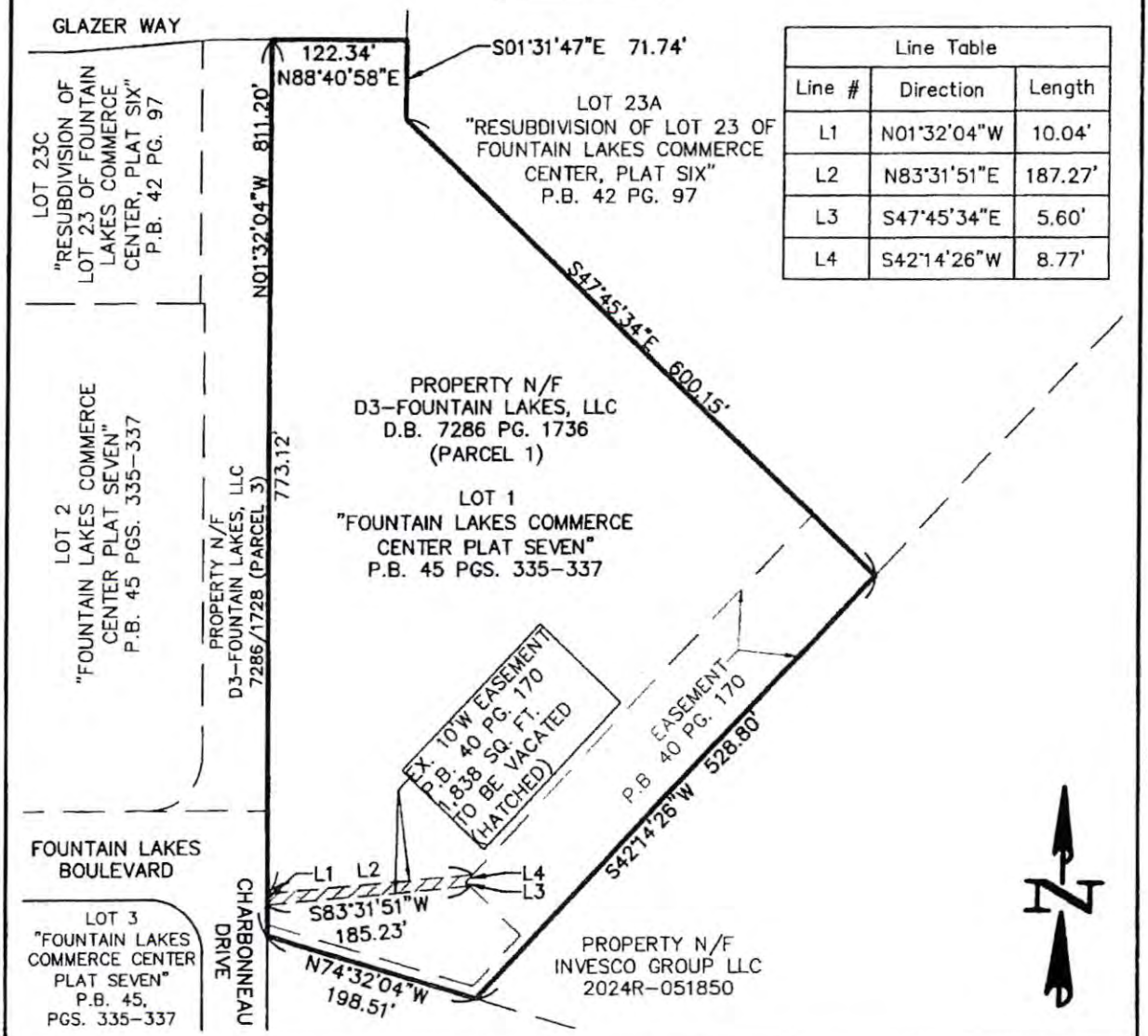
EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45, PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



Line Table		
Line #	Direction	Length
L1	N01°32'04"W	10.04'
L2	N83°31'51"E	187.27'
L3	S47°45'34"E	5.60'
L4	S42°14'26"W	8.77'

BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
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2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC2
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

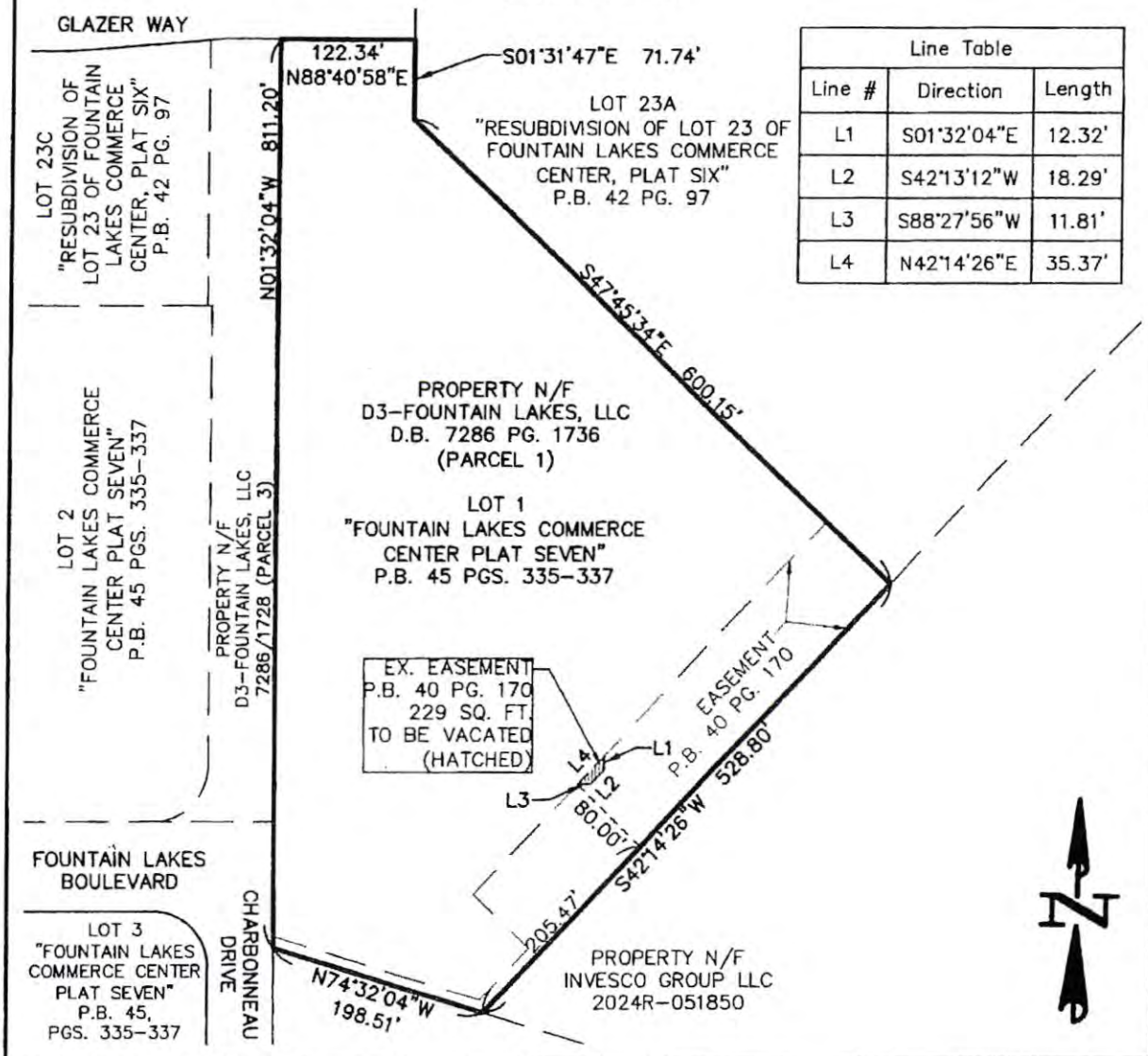
EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45, PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



Line Table		
Line #	Direction	Length
L1	S01°32'04"E	12.32'
L2	S42°13'12"W	18.29'
L3	S88°27'56"W	11.81'
L4	N42°14'26"E	35.37'

BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
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2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	01/27/25
DRAWN:	DVD
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC3
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

EASEMENT VACATE

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STATE OF MISSOURI
ANDY D. BECK
NUMBER PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

Petition for Vacation or Acceptance of Right-of-Way/Easement Within the City of St. Charles, Missouri

We, the owners of the tracts of land adjacent to 3704 New Town Boulevard, St. Charles, Missouri 63301, each lying in various width easements within the City limits of the City of St. Charles, do hereby petition the Mayor and City Council to:

- ☐ Accept said streets as Provisional Streets according to City Code 505.330.
- ☐ Accept said streets as Public Streets according to City Code 505.340.
- X Vacate said right-of-way [easement]

We the undersigned owners also understand and affirm that if public property rights do not currently exist, we shall donate and execute said donations at our expense, all land rights determined by the City as being necessary for said acceptance of streets or for vacation of right-of-way [easement] through the appropriate legal means which may include, but not necessarily be limited to resubdivision plats, deeds, easements, etc. The exact limits of the right-of-way or easements being petitioned are as follows:

A TRACT OF LAND BEING PART OF LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 45, PAGES 335-337 OF THE ST. CHARLES COUNTY RECORDS, IN TOWNSHIP 47 NORTH, RANGE 4 EAST, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERN CORNER OF SAID LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN", THENCE ALONG THE SOUTHEAST LINE OF SAID LOT 1, NORTH 42 DEGREES 14 MINUTES 26 SECONDS EAST 205.47 FEET TO A POINT; THENCE LEAVING SAID SOUTHEAST LINE OF LOT 1, NORTH 47 DEGREES 45 MINUTES 34 SECONDS WEST 80.00 FEET TO THE ACTUAL POINT OF BEGINNING OF THE DESCRIPTION HEREIN; THENCE NORTH 42 DEGREES 14 MINUTES 26 SECONDS EAST 35.37 FEET TO A POINT; THENCE SOUTH 01 DEGREES 32 MINUTES 04 SECONDS EAST 12.32 FEET TO A POINT; THENCE SOUTH 42 DEGREES 13 MINUTES 12 SECONDS WEST 18.29 FEET TO A POINT; THENCE SOUTH 88 DEGREES 27 MINUTES 56 SECONDS WEST 11.81 FEET TO THE POINT OF BEGINNING CONTAINING 229 SQUARE FEET ACCORDING TO CALCULATIONS BY BAX ENGINEERING COMPANY DURING JUNE, 2025.

EXHIBIT C

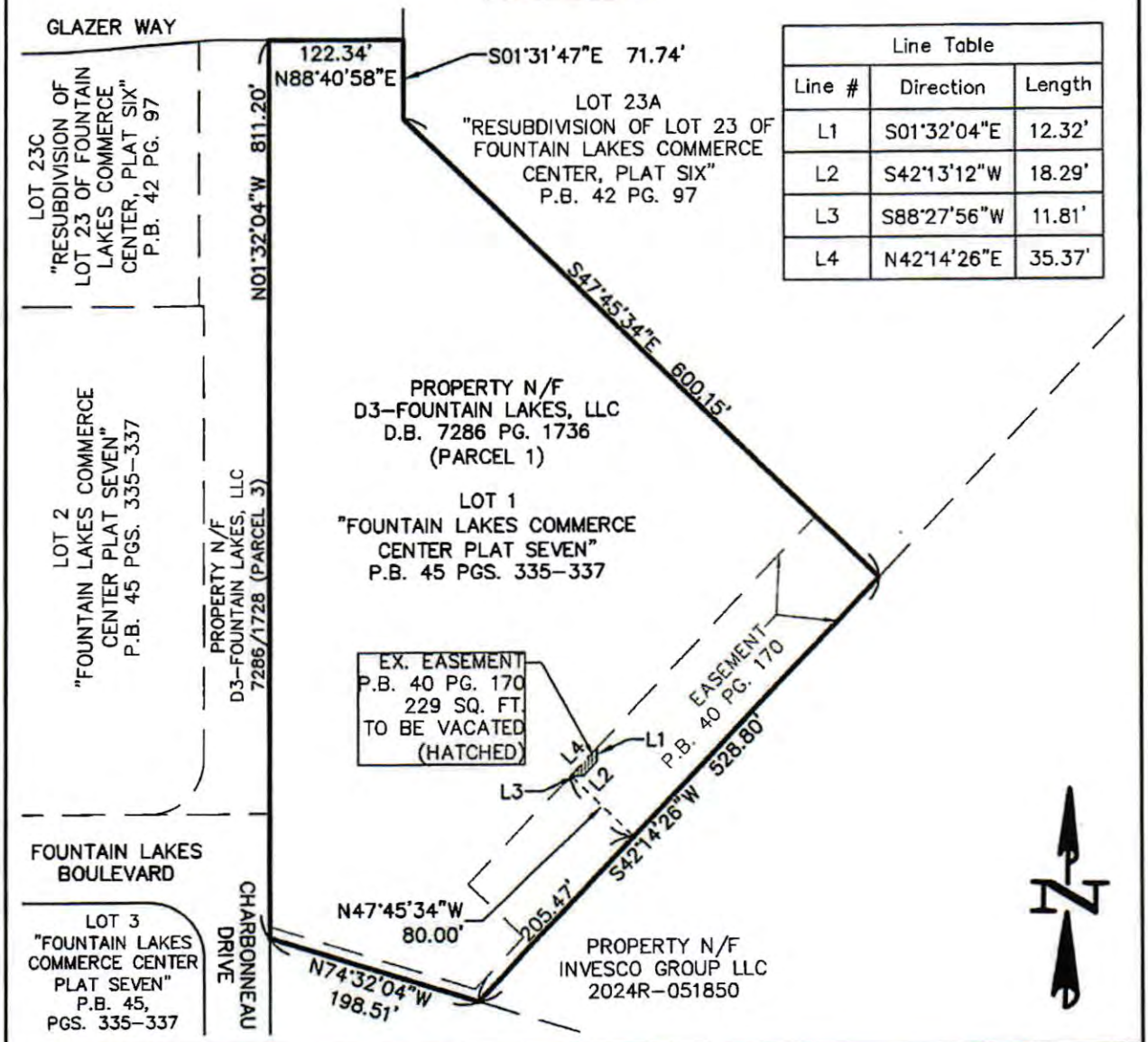
Signatures of all adjoining property owners:



Signature

Drew Bextermueller
Director of Real Estate
D3 Fountain Lakes, LLC
16690 Swingley Ridge Road, 4th Floor
Chesterfield, Missouri 63017
(636) 812-1360

EXHIBIT A



Line Table		
Line #	Direction	Length
L1	S01°32'04"E	12.32'
L2	S42°13'12"W	18.29'
L3	S88°27'56"W	11.81'
L4	N42°14'26"E	35.37'

BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	06/26/25
DRAWN:	DVD
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC3
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45 PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
6-26-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

ENGINEERING
PLANNING
SURVEYING

LAND DESCRIPTION
229 SQ. FT.
JUNE 26, 2025
BAX PROJECT No. 97-9085ZTBE
CEM

EASEMENT VACATION

A TRACT OF LAND BEING PART OF LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 45, PAGES 335-337 OF THE ST. CHARLES COUNTY RECORDS, IN TOWNSHIP 47 NORTH, RANGE 4 EAST, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

2025R-010980

03/20/2025 02:19:10 PM
$ 33.00
PAGES: 5
CERTIFIED-FILED FOR RECORD
MARY E. DEMPSEY
RECORDER OF DEEDS
ST. CHARLES COUNTY, MISSOURI
BY: KJETER
ELECTRONICALLY RECORDED

RELEASE OF PLATTED EASEMENTS

THIS INSTRUMENT, made this 19 day of March, 2025,

WITNESSETH THAT:

WHEREAS, there has heretofore been granted to SPIRE MISSOURI INC., a Missouri corporation, (**"GRANTOR"**), a platted easement(s) ("Easement") in certain land located upon Lot 1 of Fountain Lakes Commerce Center Plat Seven, a subdivision filed for record in Plat Book 45 at Page 335 through 337 of the St. Charles County, Missouri Records wherein the nature and extent of the Easement and the lands affected are described; and

WHEREAS the present owner, D3-FOUNTAIN LAKES, LLC **("GRANTEE")** of the lands so affected, has requested that **GRANTOR** release the Easement and **GRANTOR** is willing to do so to the extent hereinafter described.

NOW THEREFORE, in consideration of One Dollar ($1.00) in hand paid to **GRANTOR** by said **GRANTEE**, the receipt of which is hereby acknowledged, **GRANTOR** hereby RELEASES AND QUITCLAIMS to said GRANTEE all of **GRANTOR'S** right, title and interest in and to that Easement as depicted and shown hachured on the attached plat designated as "Exhibit A Pages 1, 2 and 3 and titled 'Easement Vacate'.

IN WITNESS WHEREOF, **GRANTOR** has caused this instrument to be signed by its Senior Vice President, Engineering, Gas Supply & Operation Services the day and year first above written.

SPIRE MISSOURI INC.

Legal Dept. Approval to Form: DPA

Mark Lowe
Senior Vice President, Engineering,
Gas Supply and Operations Services

Engineering Dept. Approval: NAE

System Planning Approval: PC

Right of Way Dept. Approval: AG

STATE OF MISSOURI)
) ss.
CITY OF ST. LOUIS)

On the 19 day of March, 2025,

before me, (insert Notary's name) John Lair, a notary public in and for said state, appeared Mark Lowe, to me personally known, who being by me duly sworn, did say that he is the Senior Vice President, Engineering, Gas Supply and Operations Services of SPIRE MISSOURI INC., and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said Mark Lowe acknowledged said instrument to be the free act and deed of said corporation.

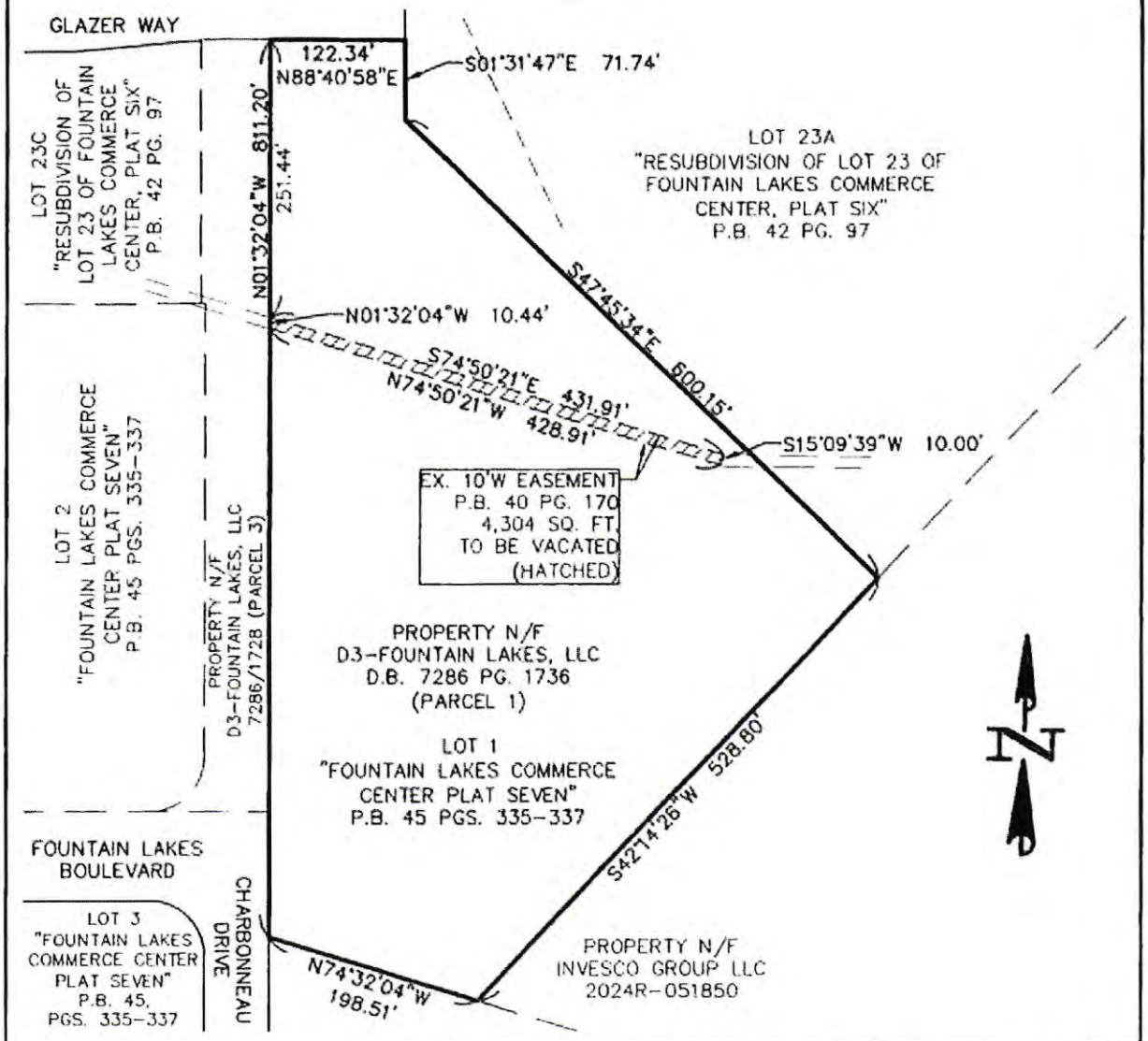
My Commission expires: 1/29/2026

Notary Public

John Lair
Printed Name

JOHN LAIR
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Jan. 29, 2026
Commission #18103602

EXHIBIT A | PAGE 1



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	90852TBE
FILE:	90852TBEVAC1
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

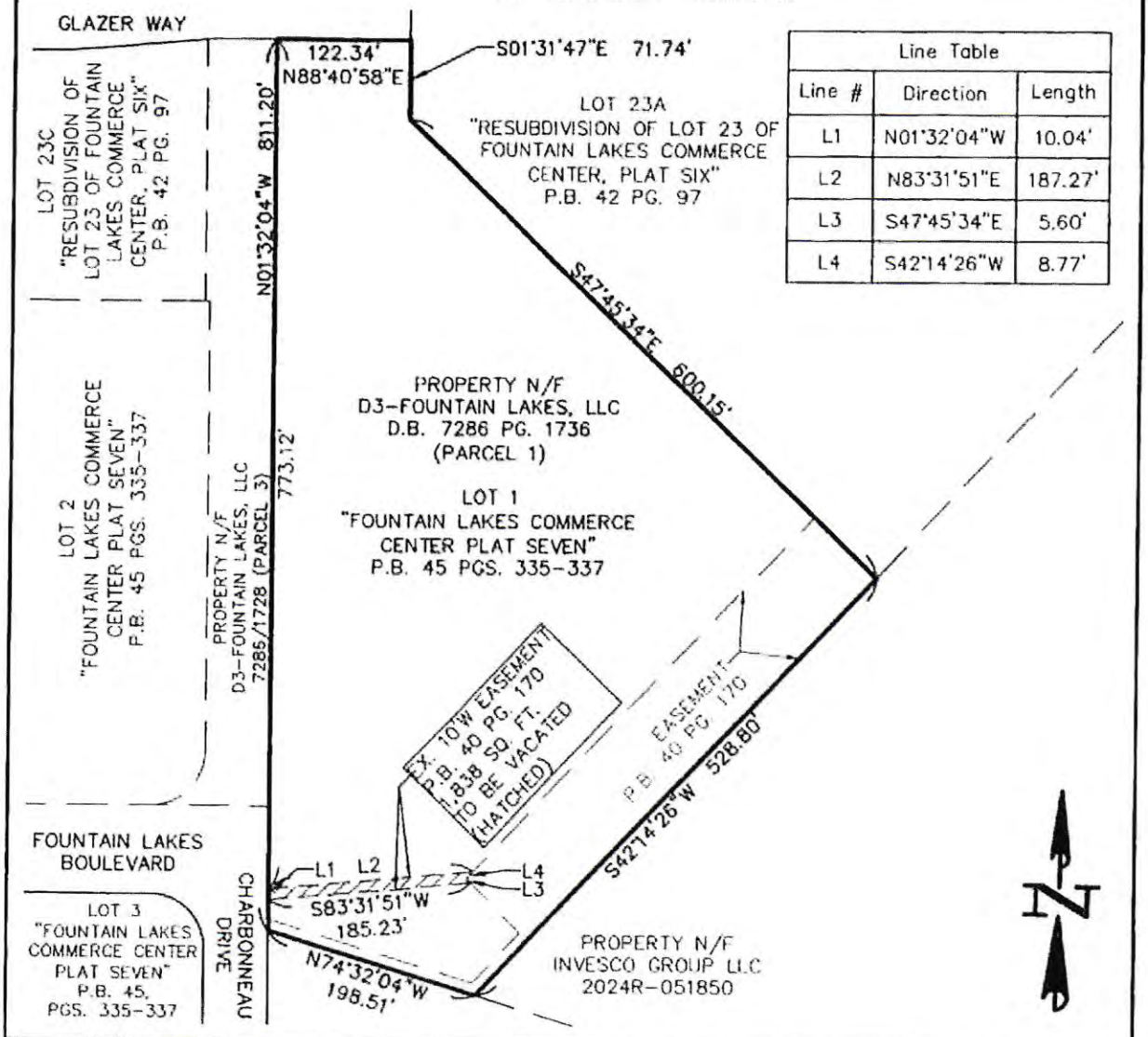
EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45, PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A PAGE 2



Line Table		
Line #	Direction	Length
L1	N01°32'04"W	10.04'
L2	N83°31'51"E	187.27'
L3	S47°45'34"E	5.60'
L4	S42°14'26"W	8.77'

BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

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DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC2
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING #000144

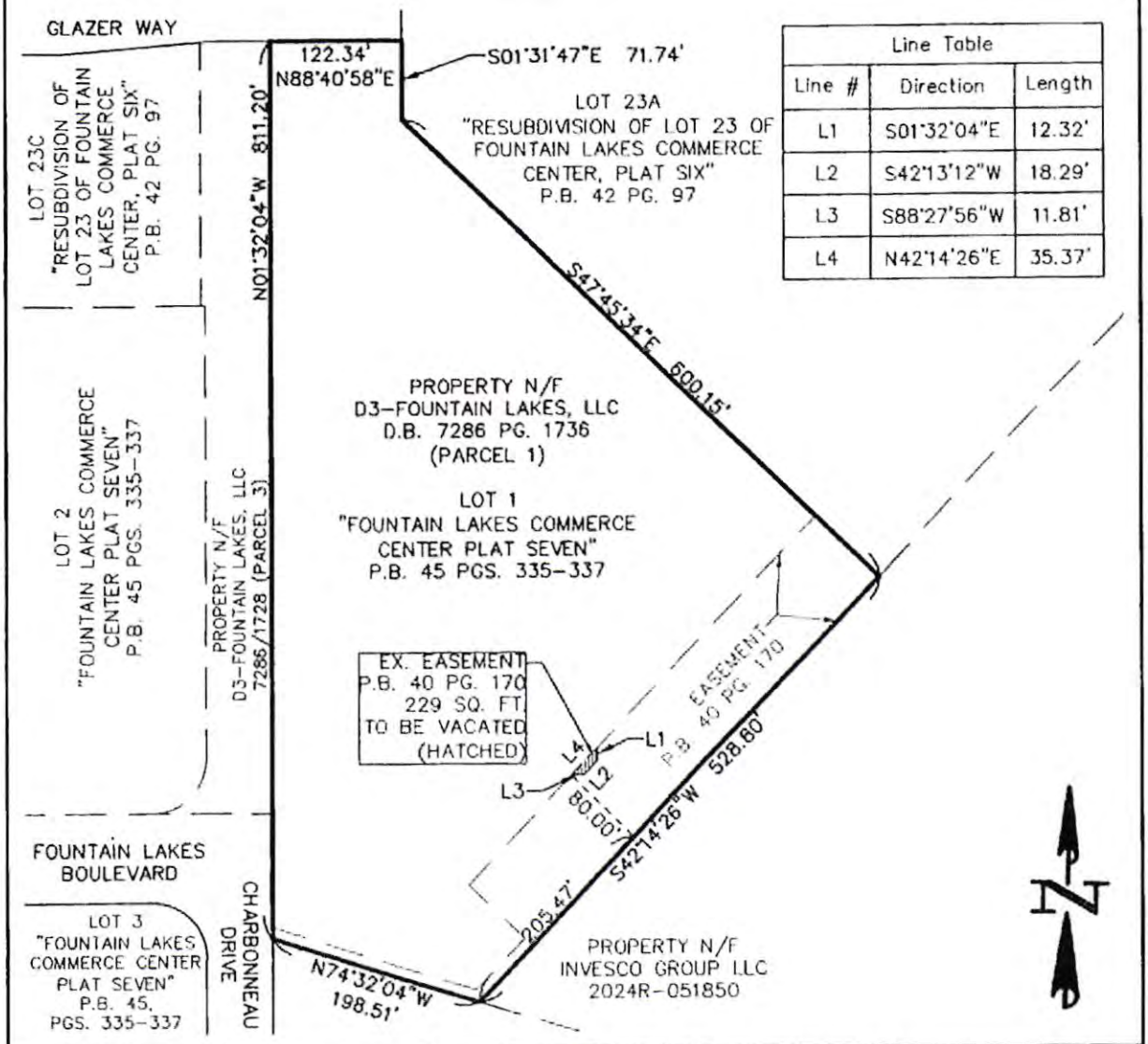
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STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A SHEET 3



Line Table		
Line #	Direction	Length
L1	S01°32'04"E	12.32'
L2	S42°13'12"W	18.29'
L3	S88°27'56"W	11.81'
L4	N42°14'26"E	35.37'

BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

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DATE:	01/27/25
DRAWN:	DVD
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC3
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

EASEMENT VACATE

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ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

2025R-019353
05/12/2025 12:08:15 PM
$ 30.00
PAGES: 4
CERTIFIED-FILED FOR RECORD
MARY E. DEMPSEY
RECORDER OF DEEDS
ST. CHARLES COUNTY, MISSOURI
BY: CGRAF
ELECTRONICALLY RECORDED

DOCUMENT TYPE:	RELEASE OF EASEMENT
DATE OF DOCUMENT:	MARCH 27, 2025
GRANTOR:	SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a AT&T MISSOURI 12930 OLIVE BOULEVARD CREVE COEUR, MISSOURI 63141
GRANTEE:	FOUNTAIN LAKES, LLC 16690 SWINGLEY RIDGE ROAD, 4TH FLOOR CHESTERFEILD MISSOURI, 63017
LEGAL DESCRIPTION:	A TRACT OF LAND BEING PART OF LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN", PLAT BOOK 45, PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI
REFERENCE BOOK AND PAGE:	PLAT BOOK 45, PAGES 335-337

at&t

SOUTHWESTERN BELL TELEPHONE COMPANY
RELEASE OF EASEMENT

Executed: 3-27-25

THIS RELEASE OF EASEMENT, entered into by ***SOUTHWESTERN BELL TELEPHONE COMPANY, d/b/a AT&T MISSOURI***, *(120 N 2ND ST, FESTUS, MO 63028), GRANTOR, AND FOUNTAIN LAKES, LLC, GRANTEE*, wherein GRANTOR in consideration of One Dollar ($1.00) and other valuable consideration, receipt of which is hereby acknowledged, does by these presents ABANDON, RELEASE, RELINQUISH AND DISCLAIM to GRANTEE, as is, all or a specific portion of a certain easement for telecommunication purposes hereinafter described that affects land owned by GRANTEE situated in The City of St Charles ST CHARLES COUNTY, MISSOURI, and described as follows

PART OF

LOT 1
"FOUNTAIN LAKES COMMERCE
CENTER PLAT SEVEN"
P.B. 45 PGS. 335-337

EX. EASEMENT
P.B. 40 PG. 170
229 SQ. FT.

Said land of GRANTEE being subject to:

A TRACT OF LAND BEING PART OF LOT 1 OF
"FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN"
PLAT BOOK 45 PAGES 335-337,
WITHIN FRACTIONAL SECTION 13,
TOWNSHIP 47 NORTH, RANGE 4 EAST
CITY OF ST. CHARLES,
ST. CHARLES COUNTY, MISSOURI

The area of said easements to be hereby released is described as follows: The area depicted as hachured **(////////////)** on the Easement Release Plat, marked Exhibit "A" and attached hereto, and made a part thereof.

TO HAVE AND TO HOLD same, together with all rights and appurtenances to the same belonging, unto GRANTEE(S), their heirs, successors and assigns forever.

IN WITNESS WHEREOF, GRANTOR has caused this Release of Easement to be executed by its duly authorized officers this 27 day of MARCH 2025

SOUTHWESTERN BELL TELEPHONE COMPANY (d/b/a AT&T MISSOURI)

Name: CHRIS LAPORTE

Title: SPECIALIST OSP DESIGN ENGINEER

THE STATE OF MISSOURI
COUNTY OF JEFFERSON

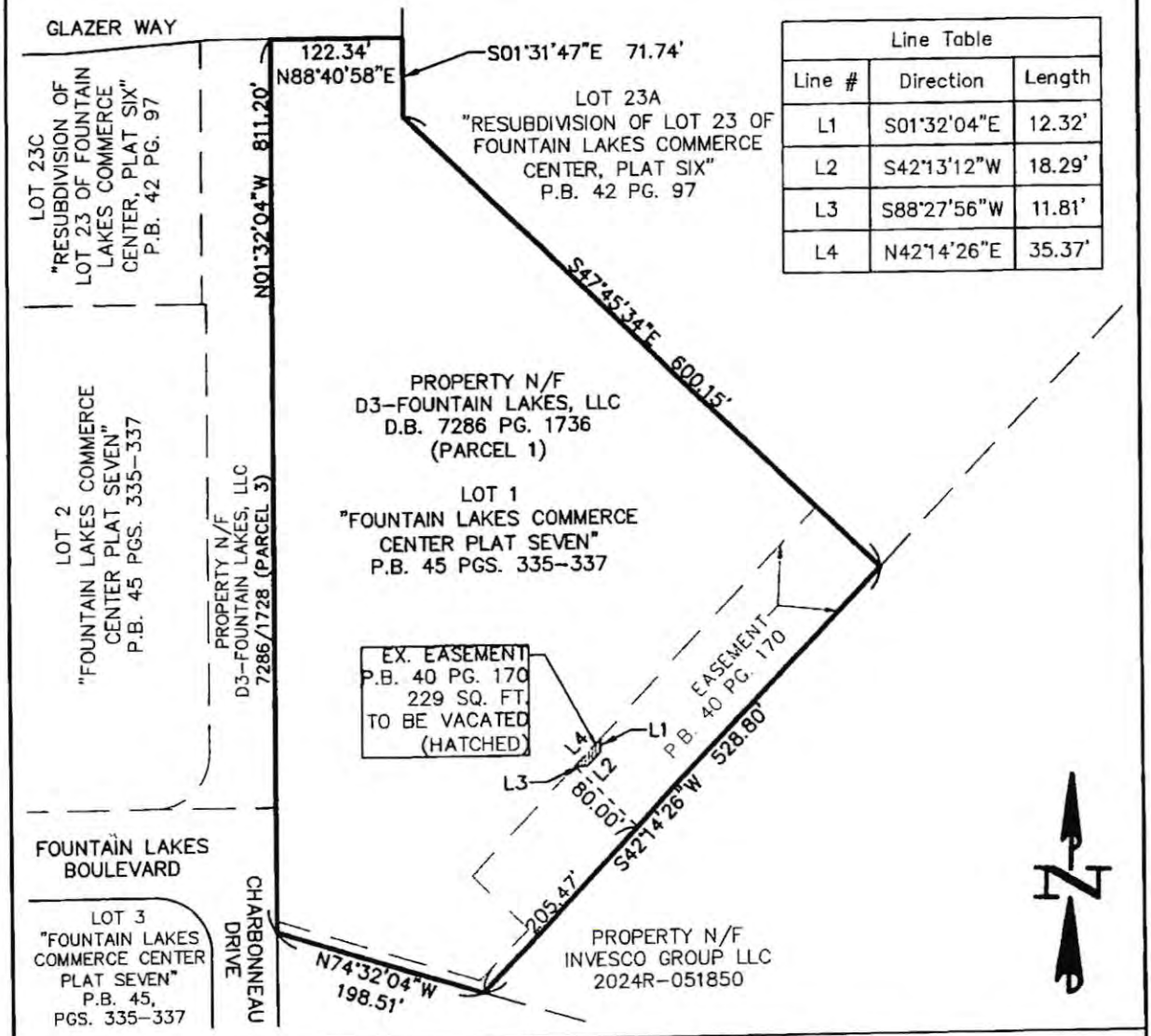
BEFORE ME, the undersigned authority, on this day personally appeared CHRIS LAPORTE, known to me to be the person whose name is subscribed to the foregoing instrument as the SR SPECIALIST OSP DESIGN ENGINEER of SOUTHWESTERN BELL TELEPHONE COMPANY (d/b/a AT&T Missouri), a corporation, and acknowledged to me that he executed the same for purposes and considerations therein expressed in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 27th day of March 2025

JEFFREY ALAN KEMPFER
Notary Public, Notary Seal
State of Missouri
Jefferson County
Commission # 17543392
My Commission Expires 01-09-2029

Notary Public

EXHIBIT A



Line Table		
Line #	Direction	Length
L1	S01°32'04"E	12.32'
L2	S42°13'12"W	18.29'
L3	S88°27'56"W	11.81'
L4	N42°14'26"E	35.37'

BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	01/27/25
DRAWN:	DVD
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC3
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45 PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

2025R-043120
09/30/2025 08:42:42 AM
$ 60.00
PAGES: 14
CERTIFIED-FILED FOR RECORD
MARY E. DEMPSEY
RECORDER OF DEEDS
ST. CHARLES COUNTY, MISSOURI
BY: GOLMSTED
ELECTRONICALLY RECORDED

DOCUMENT TYPE:	VACATION OF EASEMENT
DATE OF DOCUMENT:	SEPTEMBER 4, 2025
GRANTOR:	CHARTER COMMUNICATIONS ENTERTAINMENT I, LLC 941 CHARTER COMMONS TOWN AND COUNTRY, MISSOURI 63017
GRANTEE:	D3 FOUNTAIN LAKES LLC 16690 SWINGLEY RIDGE ROAD, 4TH FLOOR CHESTERFEILD MISSOURI, 63017
LEGAL DESCRIPTION:	A TRACT OF LAND BEING PART OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" AND "FOUNTAIN LAKES COMMERCE CENTER PLAT SIX", TOWNSHIP 47 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI
REFERENCE BOOK AND PAGE:	PLAT BOOK 45, PAGES 335-337 PLAT BOOK 42, PAGE 97

Charter
COMMUNICATIONS

Aaron Detwiler
Field Operations AVP
Charter Spectrum Communications

VACATION OF EASEMENT

WHEREAS, an easement for broadband cable communications placement within the dedicated utility easement has been granted to Charter Communications Entertainment I, LLC ("Charter"), **The Grantor** located at 941 Charter Commons Town & Country, MO 63017 by St. Louis County, Missouri. A tract of land being part of Lots 1,2,23C, of Fountain Lakes Commerce Center Plat Seven, Plat book 45,Pages 335-337,within fractional section 13, ,Township 45 North, Ranch 4 East, St. Charles County, Missouri, St. Louis County, Missouri and it is the purpose and intent of Charter to release a portion of such easement rights.

NOW THEREFORE, Charter does hereby relinquish and release that portion of its easement rights to **Grantee** Fountain Lakes, LLC to place or maintain permanent facilities within the area of the easement shown on **Exhibits A**. Except for the release of the hatched area described herein, the remaining easement rights and interests granted to Charter pursuant to the aforementioned plat shall remain in full force and effect.

IN WITNESS THEREOF, Charter has caused this document to be executed as of the 4th day of September 2025.

Charter Communications Entertainment I, LLC, a Delaware limited liability company
By its manager: Charter Communications, Inc., a Delaware corporation

By: ☒
Aaron Detwiler
Title: Field Operations AVP, Charter Spectrum Communications

[redacted]

Charter
COMMUNICATIONS

STATE OF ILLINOIS)

COUNTY OF MADISON)

On this 4th day of September 2025, before me appeared Aaron Detwiler, who being by me duly sworn, did say that he is a Field Operations Area Vice President of Charter Communications Inc., a Delaware corporation, that this instrument was signed on behalf of said company by authority of its board of directors, and that Aaron Detwiler declared that his signature placed hereon was the free act and deed of said company.

IN TESTIMONY WHEREOF, I have here unto set my hand on the day and year and in the County and State last written above.

Cathy Ann Wagner-Black

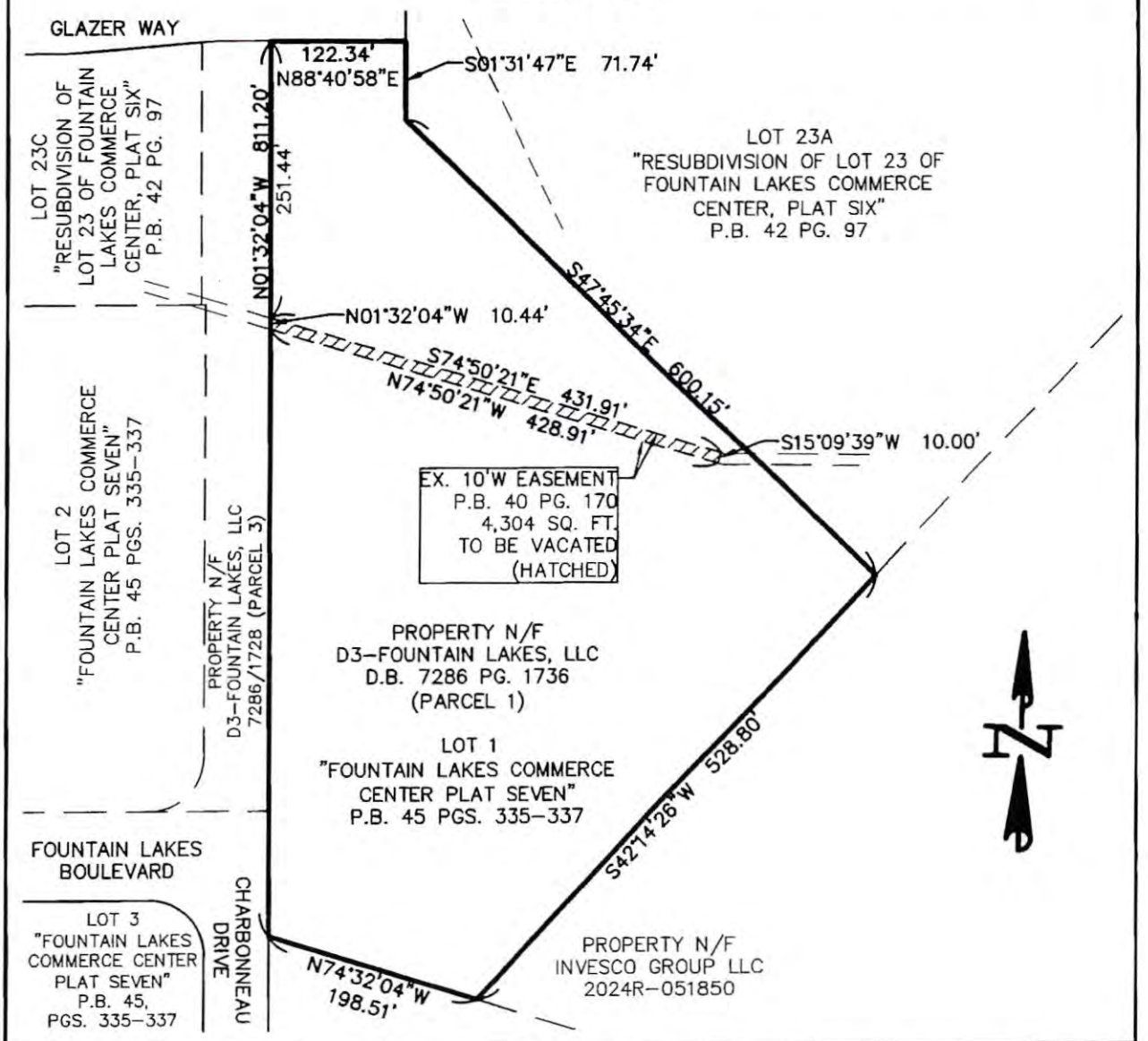
Cathy Ann Wagner-Black - Notary Public

My Commission Expires:

July 14th 2029

OFFICIAL SEAL
CATHY ANN WAGNER-BLACK
Notary Public, State of Illinois
Commission No. 1013570
My Commission Expires
July 14, 2029

EXHIBIT A



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC1
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

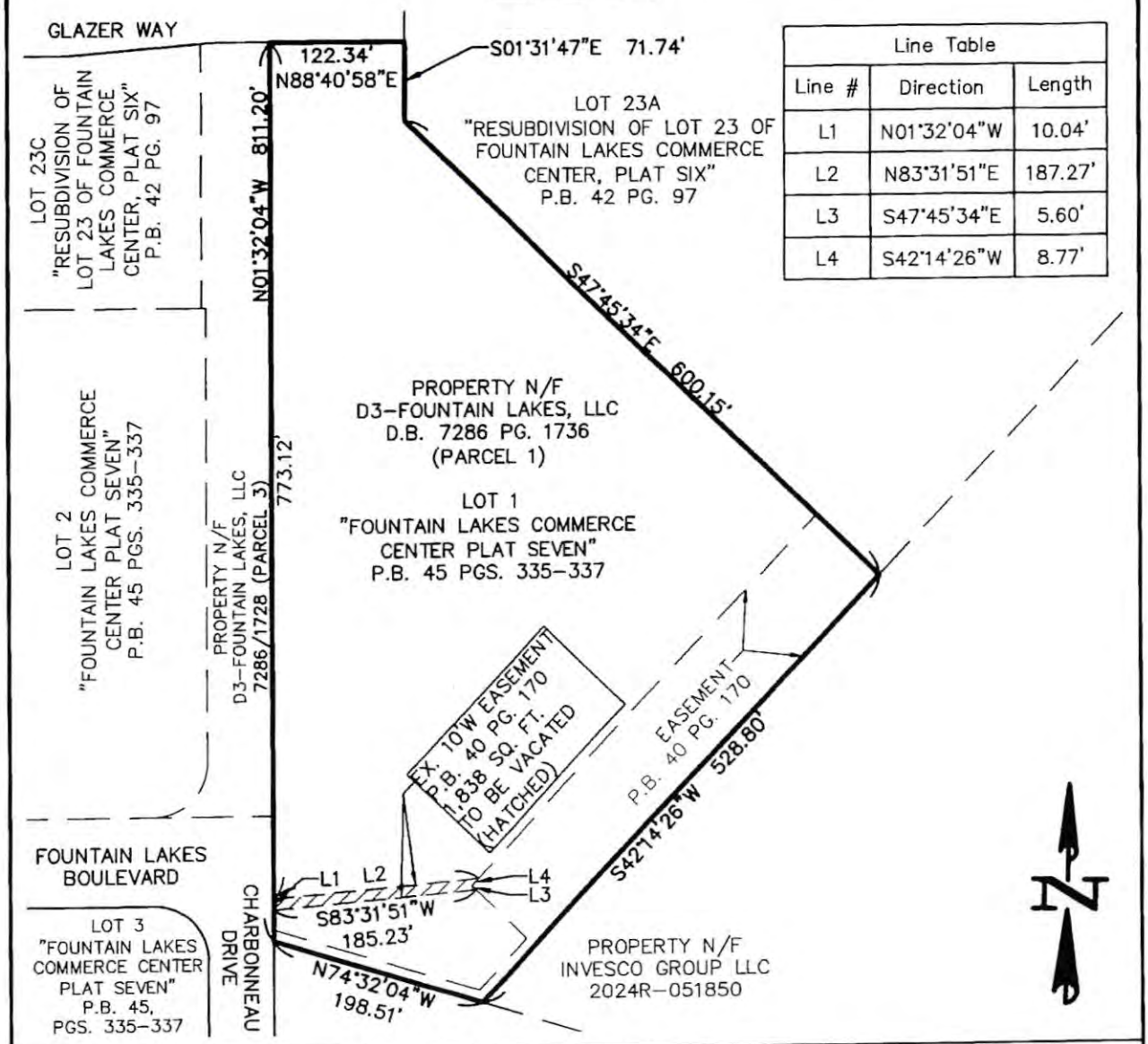
EASEMENT VACATE

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STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



Line Table		
Line #	Direction	Length
L1	N01°32'04"W	10.04'
L2	N83°31'51"E	187.27'
L3	S47°45'34"E	5.60'
L4	S42°14'26"W	8.77'

BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

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SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC2
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

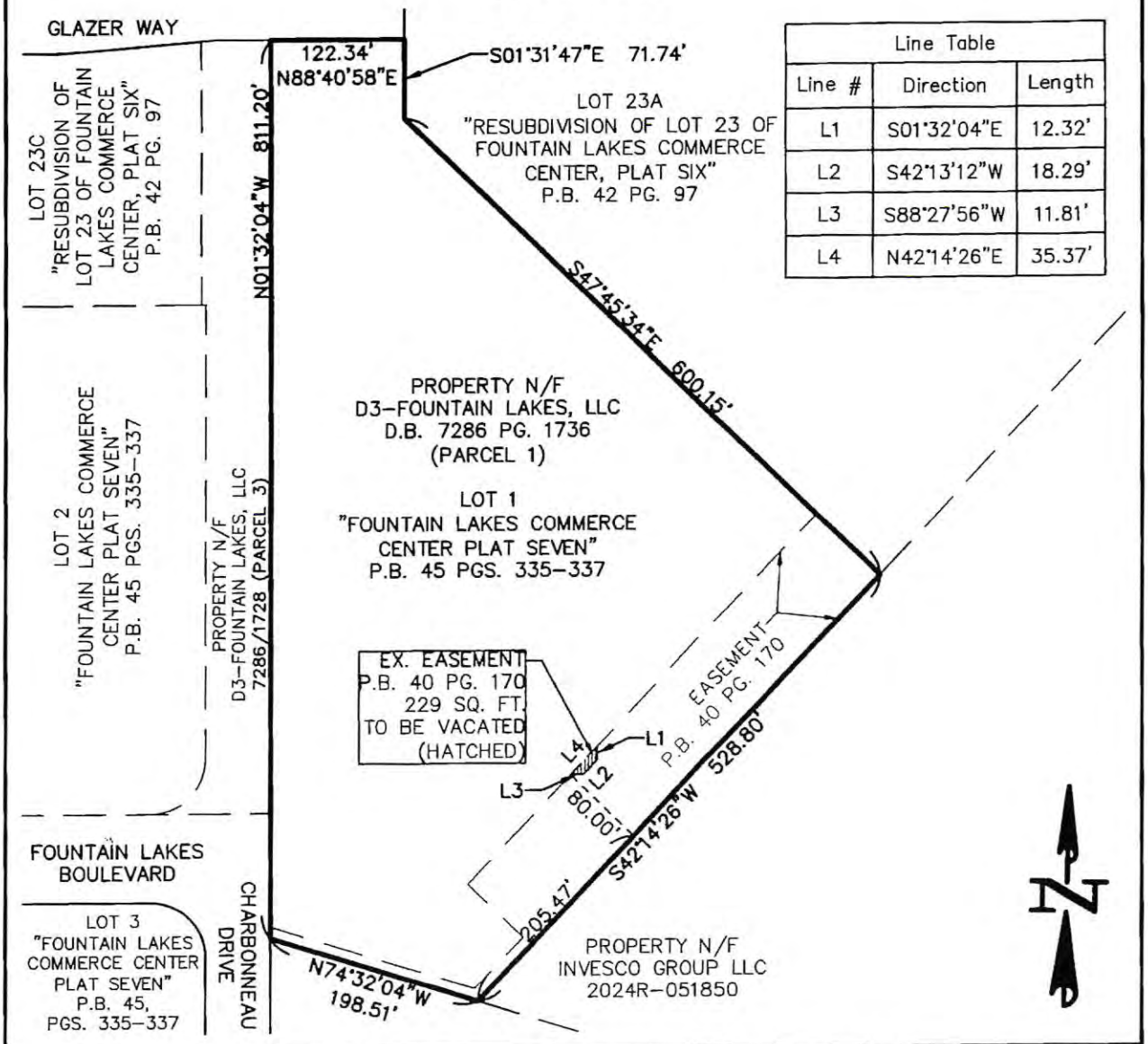
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ANDY D. BECK
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PLS NO 2015017835

EXHIBIT A



Line Table		
Line #	Direction	Length
L1	S01°32'04"E	12.32'
L2	S42°13'12"W	18.29'
L3	S88°27'56"W	11.81'
L4	N42°14'26"E	35.37'

BAX ENGINEERING CO.
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SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC3
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

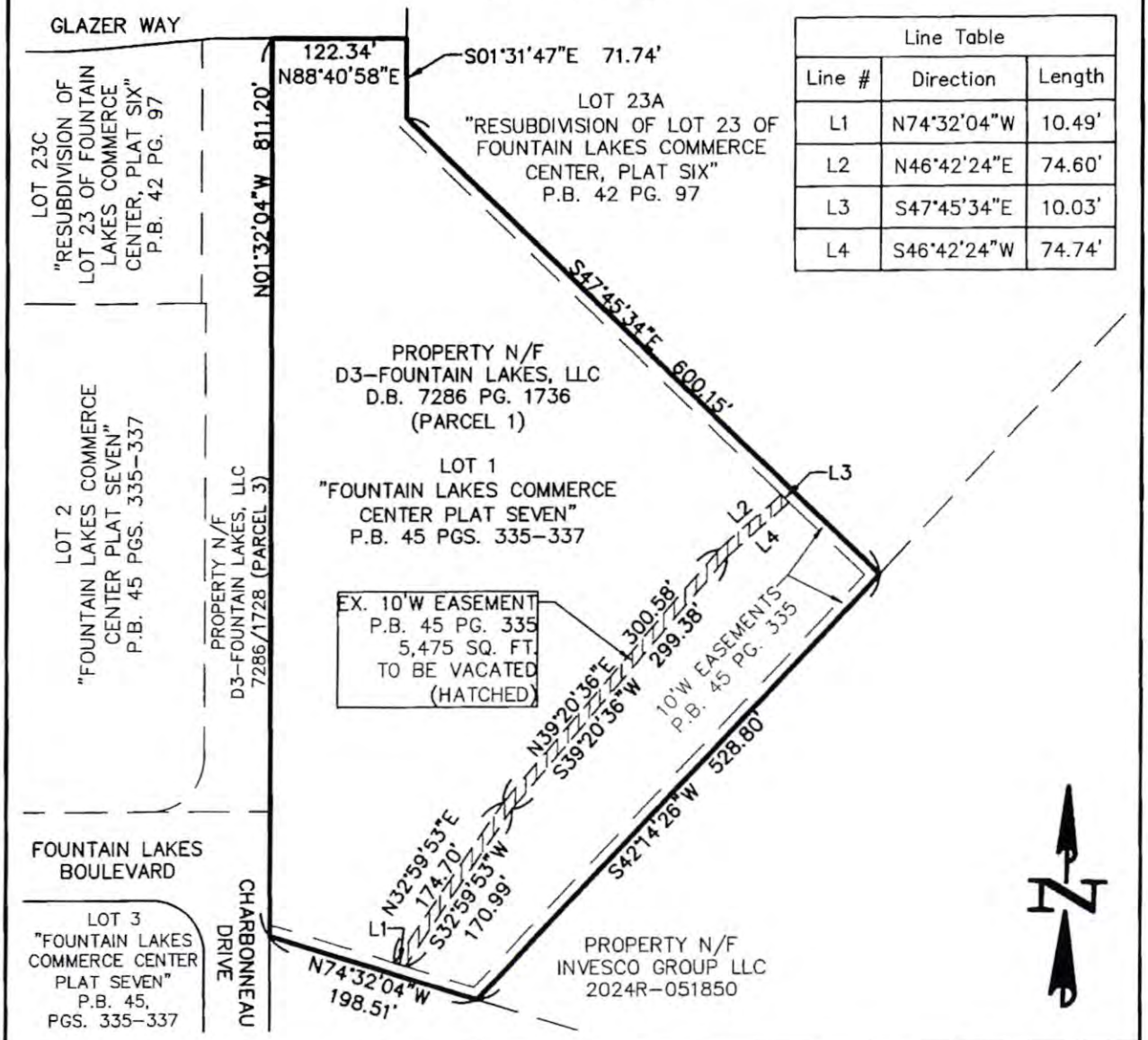
EASEMENT VACATE

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ANDY D. BECK
NUMBER PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



Line Table		
Line #	Direction	Length
L1	N74°32'04"W	10.49'
L2	N46°42'24"E	74.60'
L3	S47°45'34"E	10.03'
L4	S46°42'24"W	74.74'

BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

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DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC4
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

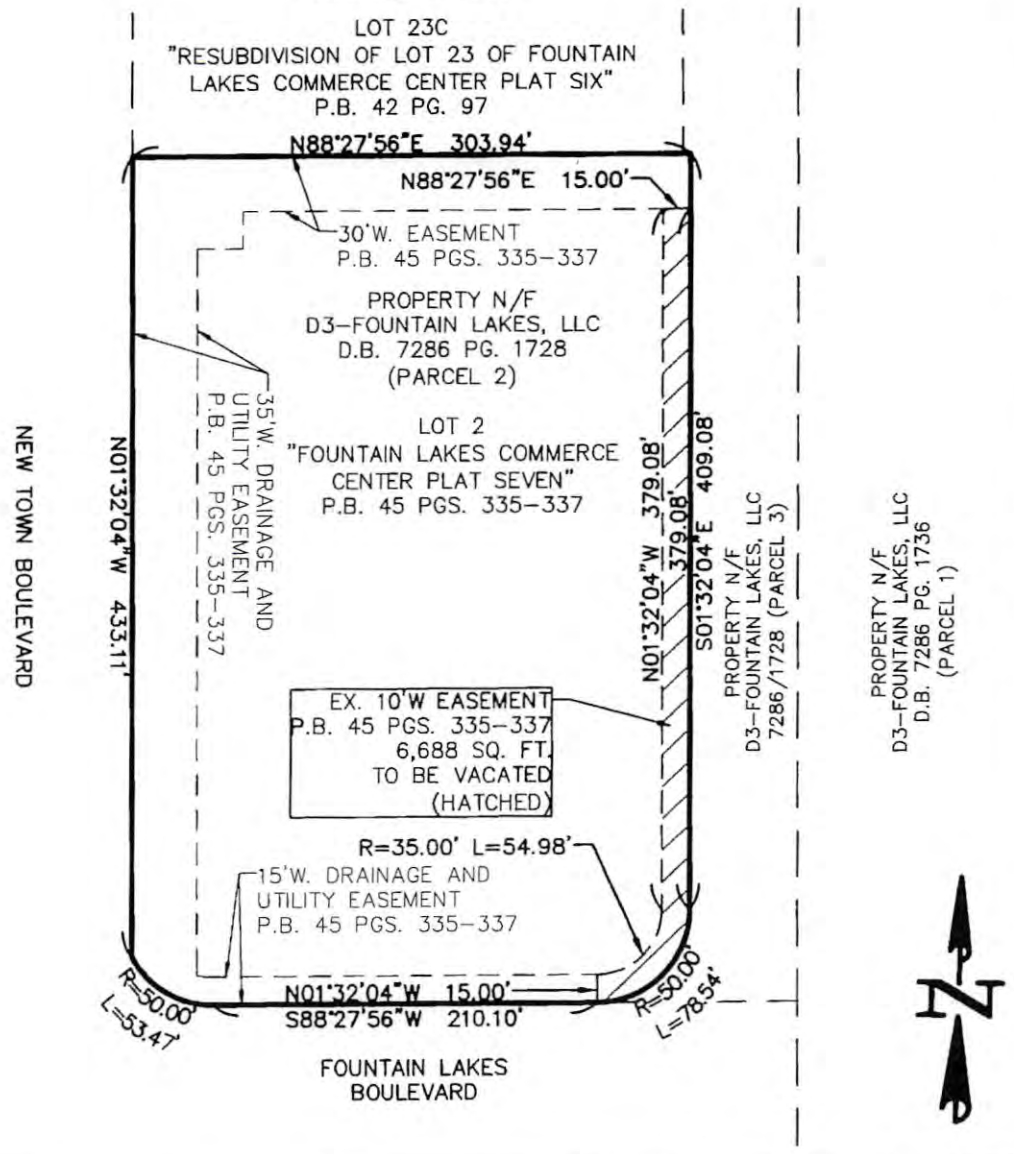
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STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
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PLS NO 2015017835

EXHIBIT A



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DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=100'
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FILE:	9085ZTBEVAC5
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

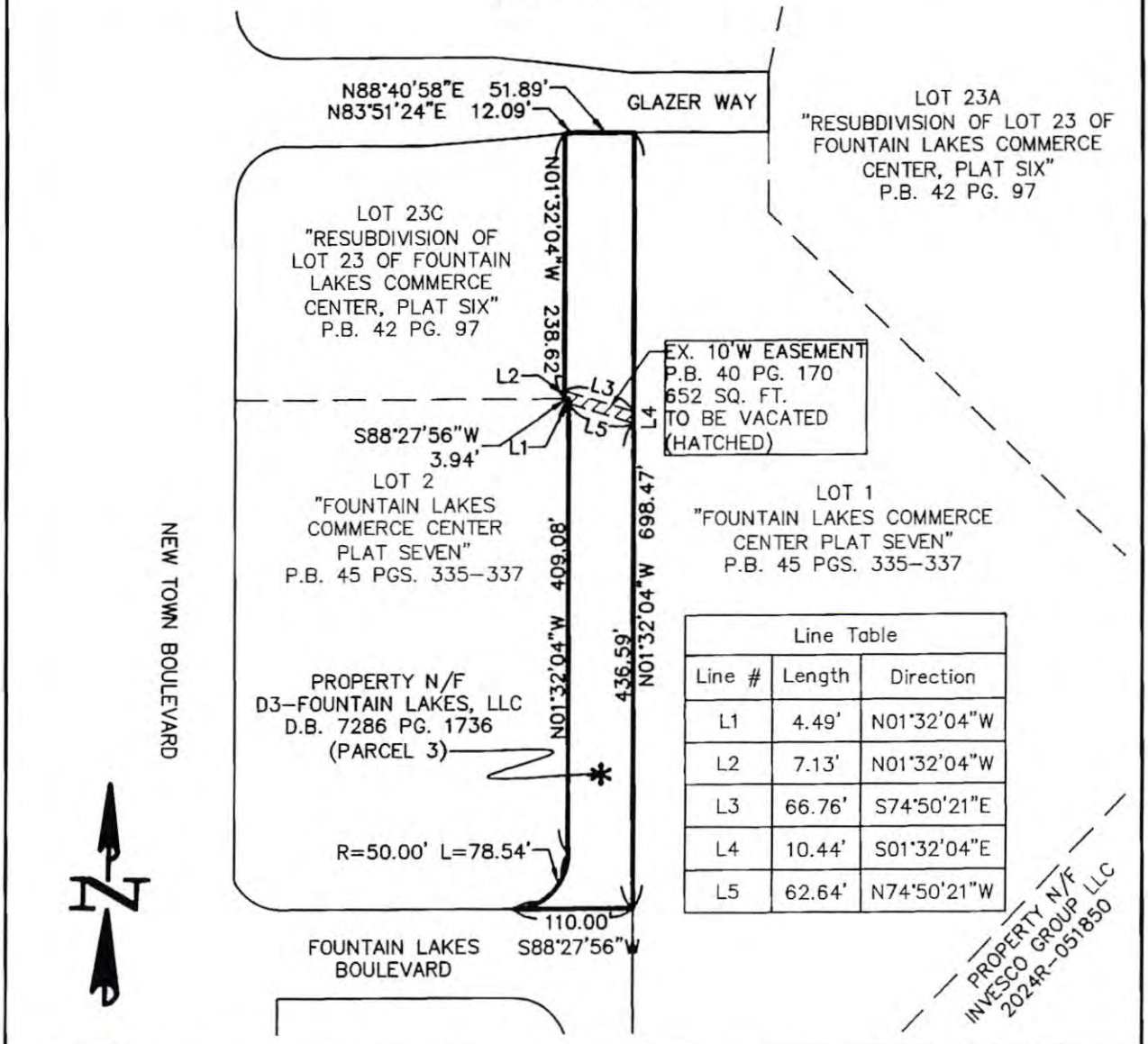
EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 2 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45, PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



Line Table		
Line #	Length	Direction
L1	4.49'	N01°32'04"W
L2	7.13'	N01°32'04"W
L3	66.76'	S74°50'21"E
L4	10.44'	S01°32'04"E
L5	62.64'	N74°50'21"W

BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

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DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC6
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

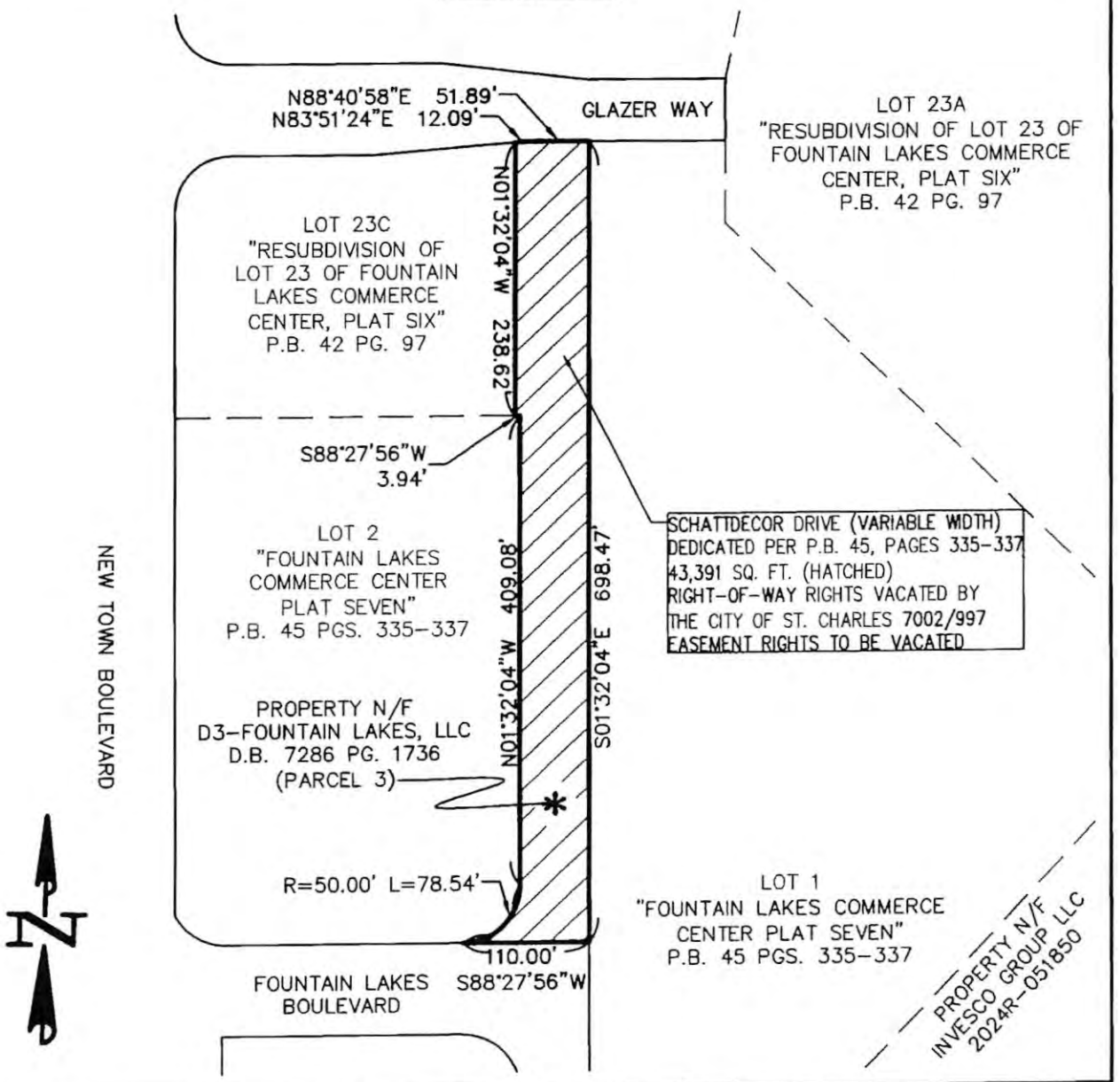
EASEMENT VACATE

A TRACT OF LAND BEING PART OF VACATED SCHATTDECOR DRIVE, VARIABLE WIDTH OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45 PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	02/04/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC10
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

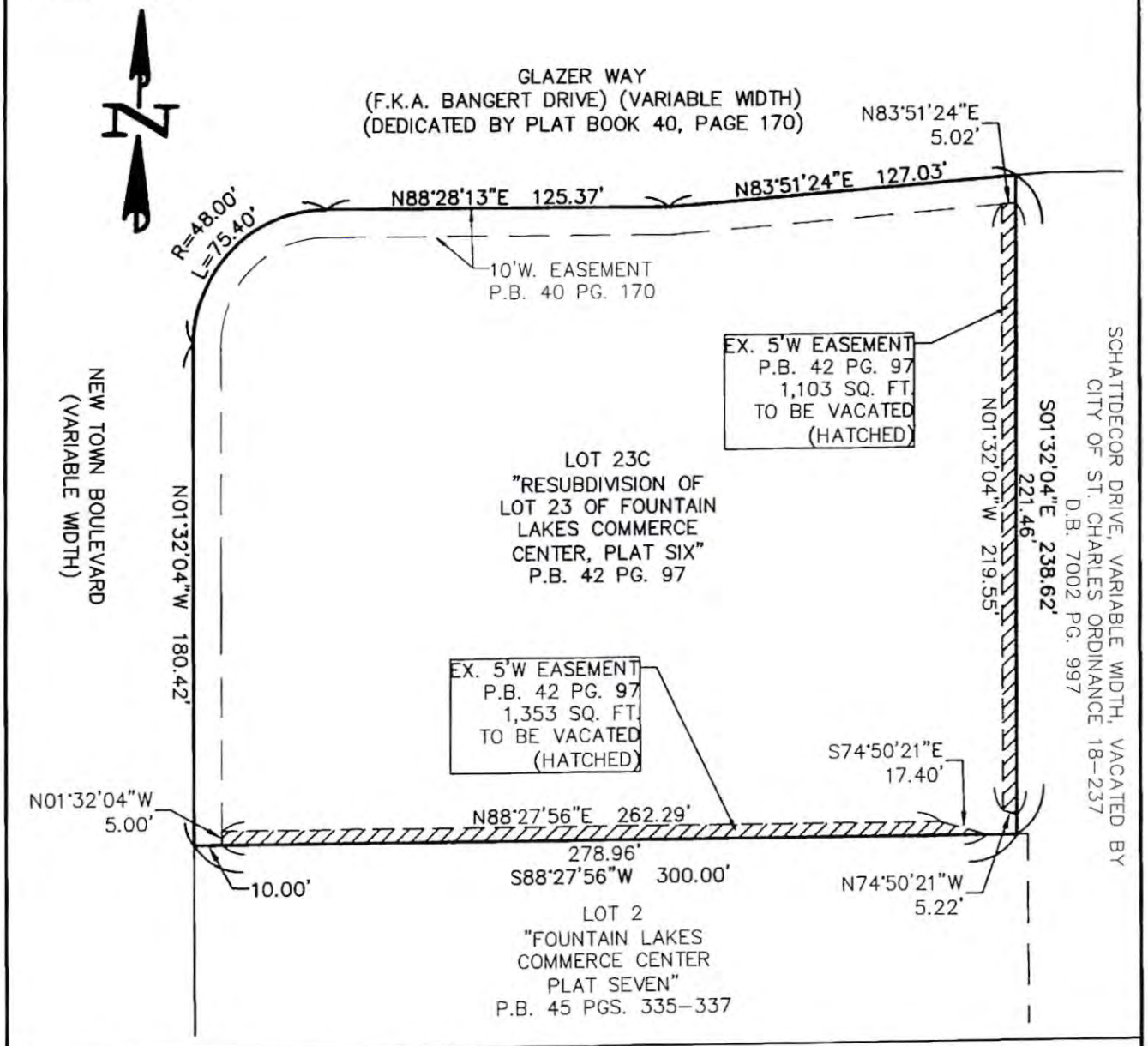
EASEMENT VACATE

A TRACT OF LAND BEING PART OF VACATED SCHATTDECOR DRIVE, VARIABLE WIDTH OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45 PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D BECK
NUMBER
PLS-2015017835
2-4-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	02/26/25
DRAWN:	CEM
SCALE:	1"=60'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC11
SHEET:	1 OF 1

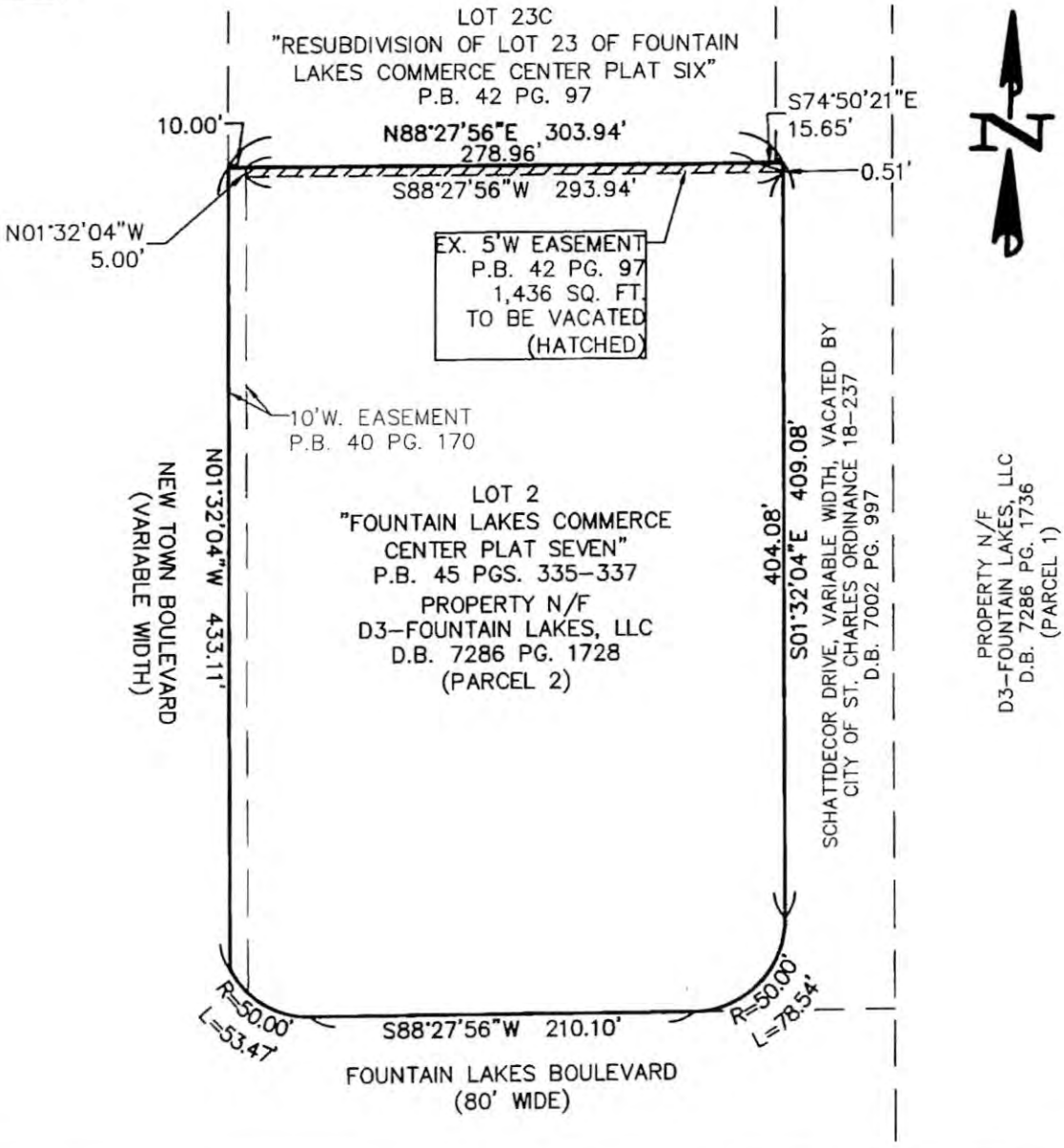
MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

EASEMENT VACATE

A TRACT OF LAND BEING
PART OF LOT 23C OF
"RESUBDIVISION OF LOT 23C OF
FOUNTAIN LAKES COMMERCE CENTER PLAT SIX"
PLAT BOOK 42, PAGE 97
TOWNSHIP 47 NORTH, RANGE 4 EAST
CITY OF ST. CHARLES,
ST. CHARLES COUNTY, MISSOURI



EXHIBIT A



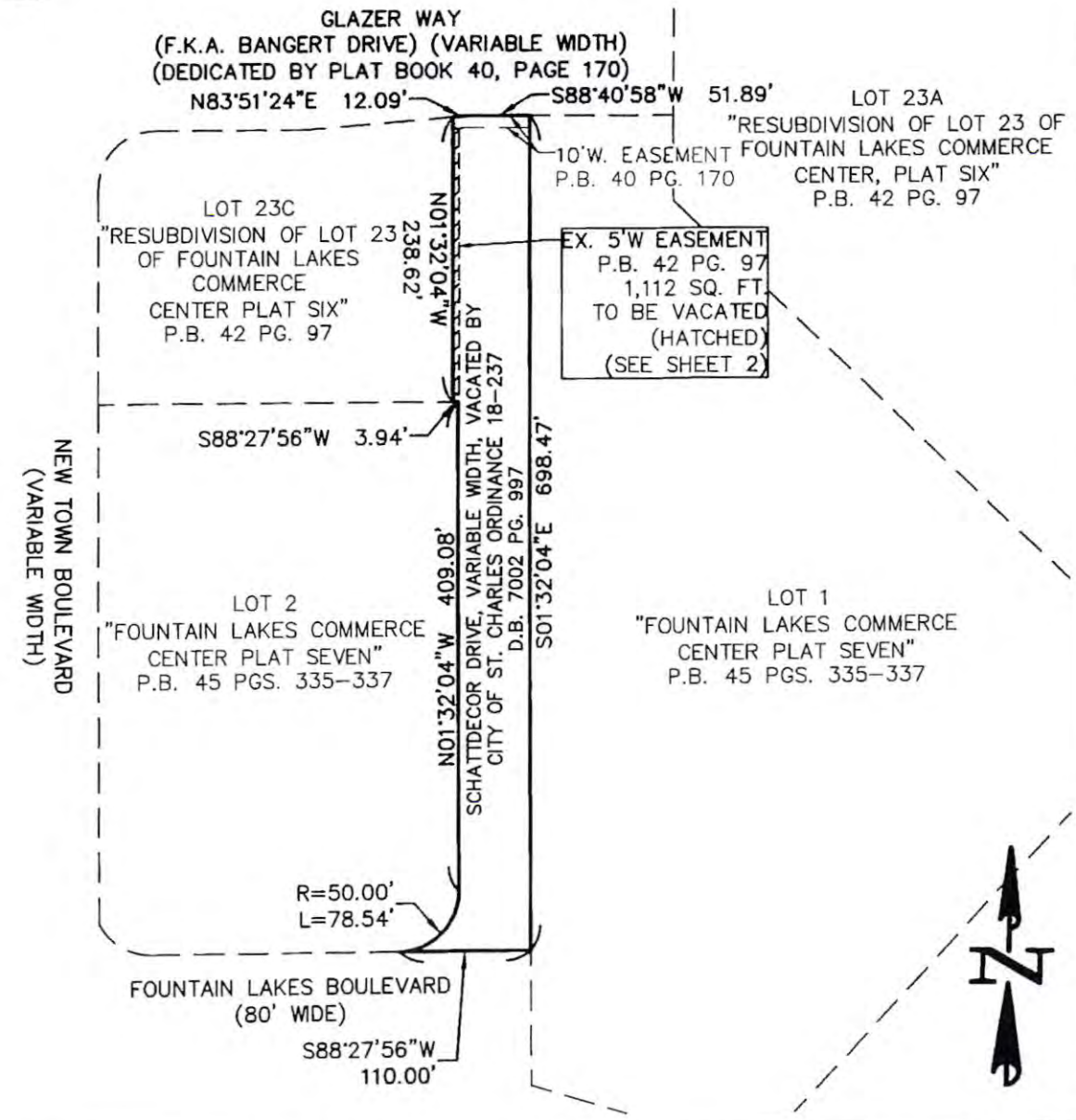
BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE: 02/26/25	EASEMENT VACATE
DRAWN: CEM	
SCALE: 1"=100'	A TRACT OF LAND BEING PART OF LOT 2 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45, PAGES 335-337, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI
PROJECT: 9085ZTBE	
FILE:9085ZTBEVAC12	
SHEET: 1 OF 1	
MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144	

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
2-27-25
PROFESSIONAL LAND SURVEYOR

EXHIBIT A



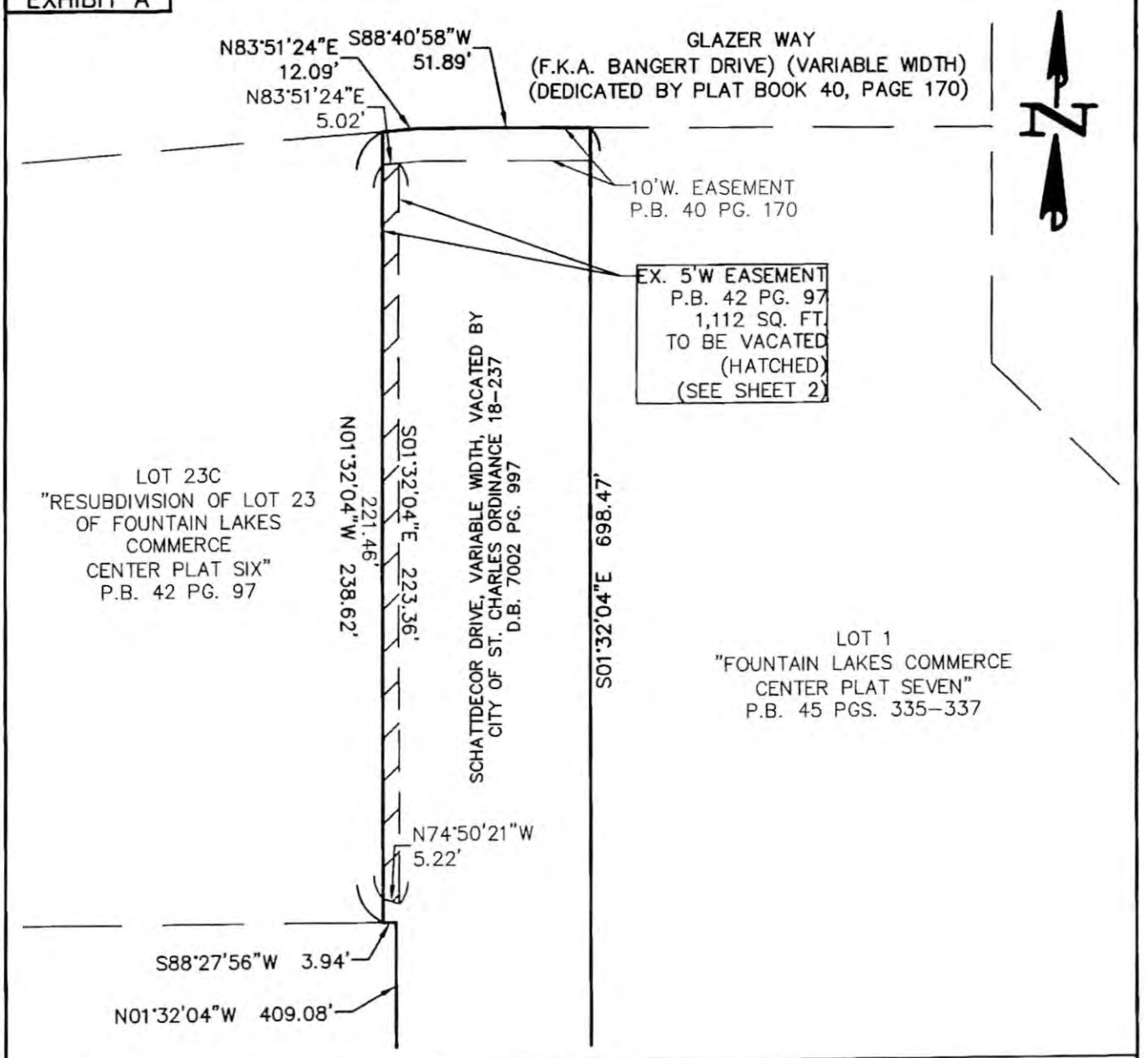
BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE: 02/26/25	EASEMENT VACATE
DRAWN: CEM	
SCALE: 1"=150'	A TRACT OF LAND BEING PART OF VACATED SCHATTDECOR DRIVE, VARIABLE WIDTH OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45 PAGES 335-337, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI
PROJECT: 9085ZTBE	
FILE:9085ZTBEVAC13	
SHEET: 1 OF 2	
MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144	

STATE OF MISSOURI
ANDY R. BECK
NUMBER
PLS-2015017835
2-27-25
PROFESSIONAL LAND SURVEYOR

EXHIBIT A



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	02/26/25
DRAWN:	CEM
SCALE:	1"=50'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC13
SHEET:	2 OF 2

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

EASEMENT VACATE

A TRACT OF LAND BEING
PART OF VACATED SCHATTDECOR DRIVE,
VARIABLE WIDTH OF
"FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN"
PLAT BOOK 45 PAGES 335-337,
TOWNSHIP 47 NORTH, RANGE 4 EAST
CITY OF ST. CHARLES,
ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
2-27-25
PROFESSIONAL LAND SURVEYOR

2026R-011232
03/11/2026 10:44:13 AM
$ 36.00
PAGES: 6
CERTIFIED-FILED FOR RECORD
MARY E. DEMPSEY
RECORDER OF DEEDS
ST. CHARLES COUNTY, MISSOURI
BY: CGRAF
ELECTRONICALLY RECORDED

REMS INFORMATION
Agreement ID: UEC-202602-63345
Project ID: 75230

PARTIAL RELEASE OF PLATTED EASEMENT RIGHTS

D3 Fountain Lakes LLC
Fountain Lakes Commerce Center Lot 1
St. Charles District - Gateway Division

KNOW ALL MEN THESE PRESENTS, this 10 day of March, 2026, that **UNION ELECTRIC COMPANY d/b/a AMEREN MISSOURI**, a Missouri corporation (hereinafter "Ameren") is a holder of certain easement rights for utility purposes (hereinafter collectively referred to as "Easement") that were dedicated by **THE MILLSTONE COMPANY** pursuant to the plat recorded in Plat Book 40, Page 170, in the Office of the Recorder of Deeds, for the County of St. Charles, State of Missouri.

WHEREAS Ameren, as a holder of said Easement, intends to release a PART of the Easement.

NOW THEREFORE, for and in consideration of Ten and No/100th Dollars ($10.00), the receipt of which is hereby acknowledged, Ameren hereby releases only that PART of the Easement that is illustrated in Exhibit "A" attached hereto and made a part hereof and described below:

> The areas of the platted easement identified for release that appear on Exhibit A depict tracts of land being part of Lot 1 of FOUNTAIN LAKES COMMERCE CENTER PLAT 7 located in Section 13, Township 47 North, Range 4 East of the 5th Principal Meridian, City of St. Charles, State of Missouri, per the plat thereof recorded in Plat Book 45, Page 335-337 of the St. Charles County, Missouri Records.

It is expressly understood and agreed that the interests of other parties, if any, mentioned in the aforesaid Easement are hereby reserved and remain in full force and effect.

This Partial Release of Platted Easement Rights is not intended to and shall not in any way affect other easements which Ameren owns or has a right to use in said Subdivision.

IN WITNESS WHEREOF, Ameren has hereunto caused this Partial Release of Platted Easement Rights to be executed on the date hereinabove written.

UNION ELECTRIC COMPANY d/b/a AMEREN MISSOURI

By: Janice Wenzel

Name: **Janice Wenzel**

Title: **Director, Real Estate**

ALL PURPOSE NOTARY ACKNOWLEDGMENT

STATE OF **MISSOURI**
COUNTY OF
OR CITY OF **St. Louis** } SS

On this 10 day of March, 2026 before me, the undersigned, a Notary Public in and for said State, personally appeared (print or type names of signatories):

Janice Wenzel

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Capacity Claimed By Signator(s)

☐ Individual(s)	☒ Corporate	☐ Limited Liability Company	☐ Partner(s)
☐ Trustee(s)	Title(s) of Officer(s):	Member(s)/Manager(s):	☐ Limited Partnership
☐ Executor(s)	Director, Real Estate		☐ General Partnership
☐ Administrator(s)			☐ Other (Specify Below):
☐ Attorney-In-Fact			
☐ Conservator(s)			
☐ Guardian(s)			

April 20, 2027
My Commission Expires

Notary Public

Affix Notary Stamp Below

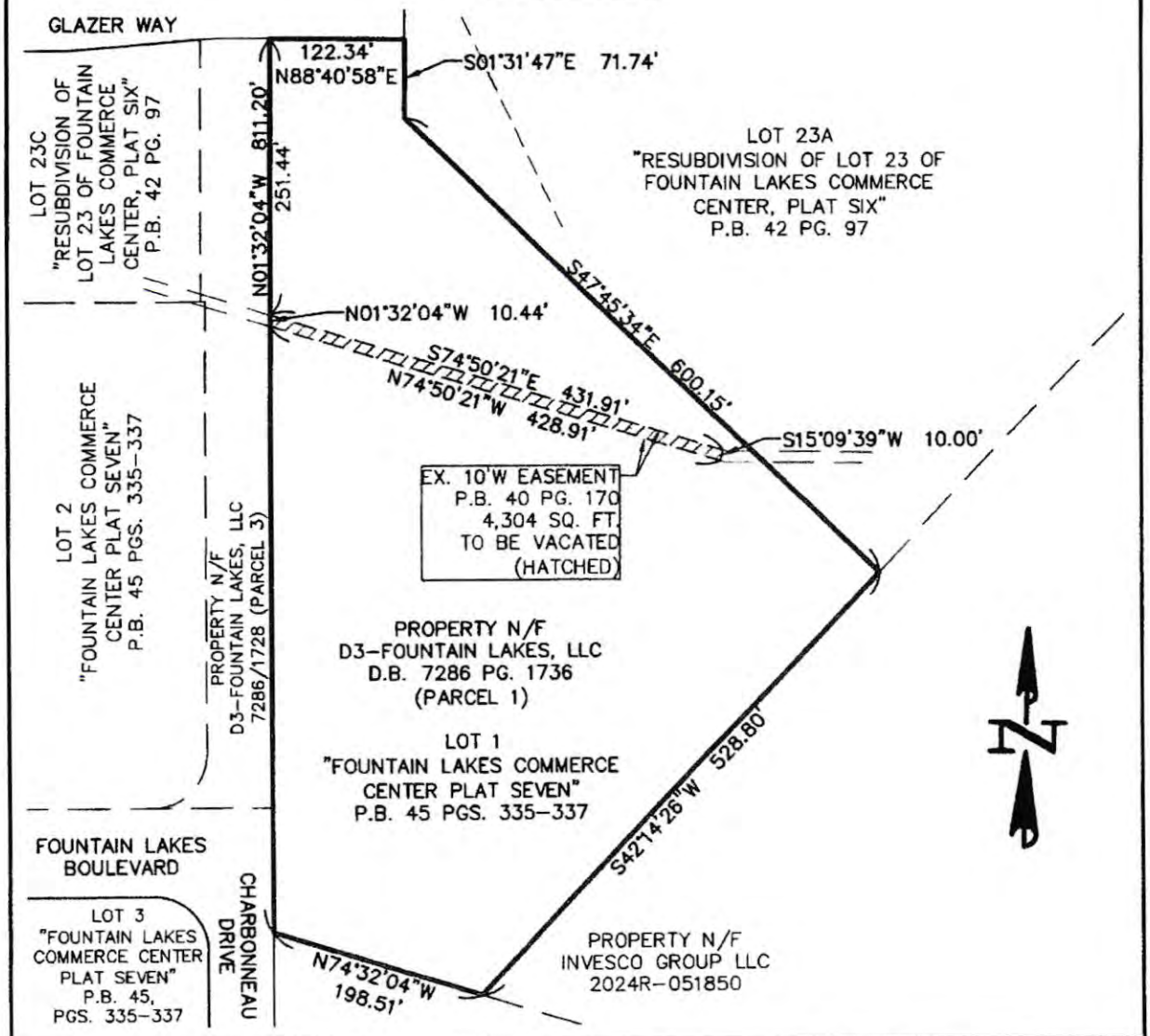
KATIE KRUEGER
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis City
My Commission Expires: Apr. 20, 2027
Commission # 23660628

Prepared By: K. McWhorter

Return To: K. McWhorter

KNM
2/27/26

EXHIBIT A



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC1
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

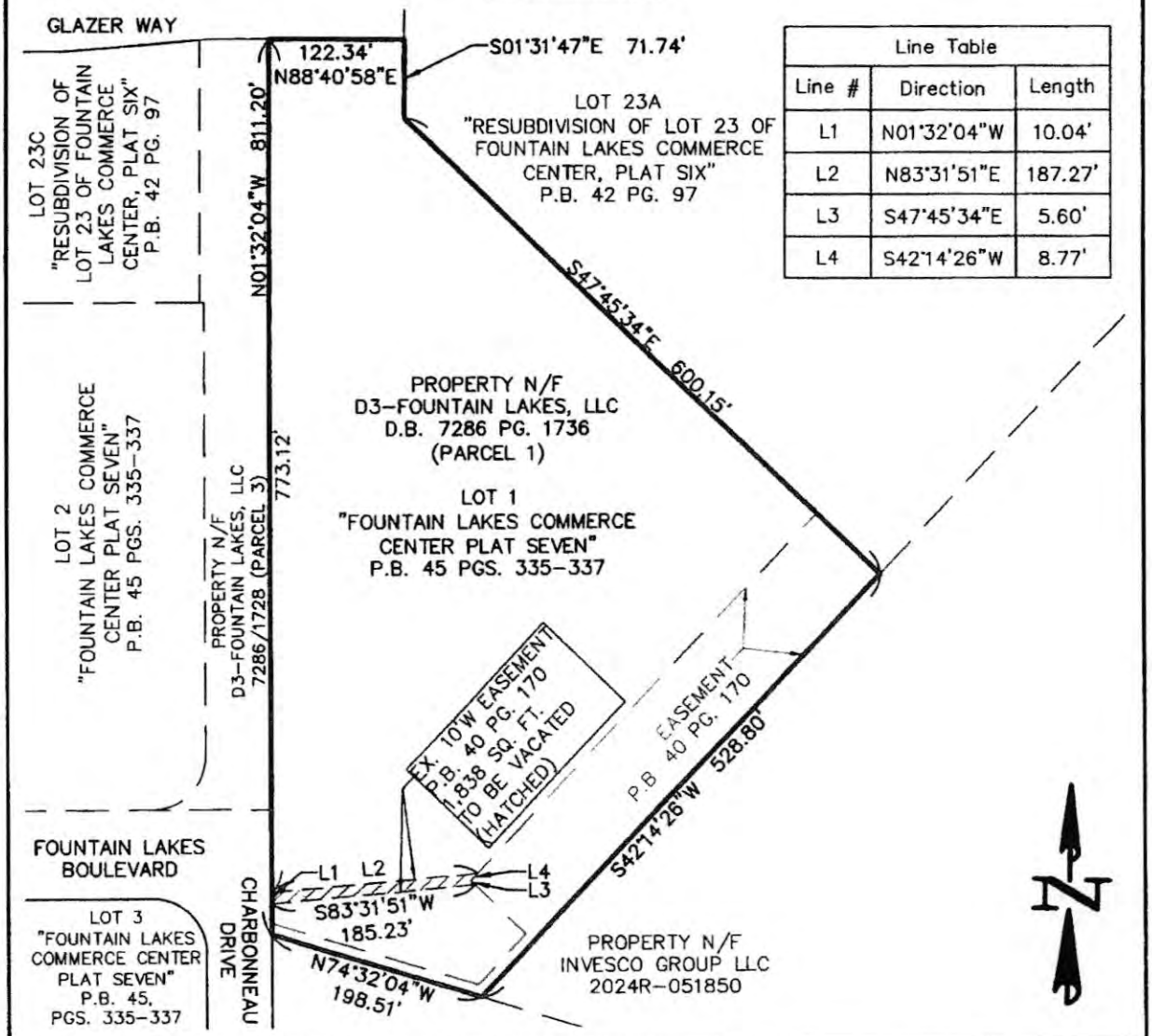
EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45, PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



Line Table		
Line #	Direction	Length
L1	N01°32'04"W	10.04'
L2	N83°31'51"E	187.27'
L3	S47°45'34"E	5.60'
L4	S42°14'26"W	8.77'

BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
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2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC2
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

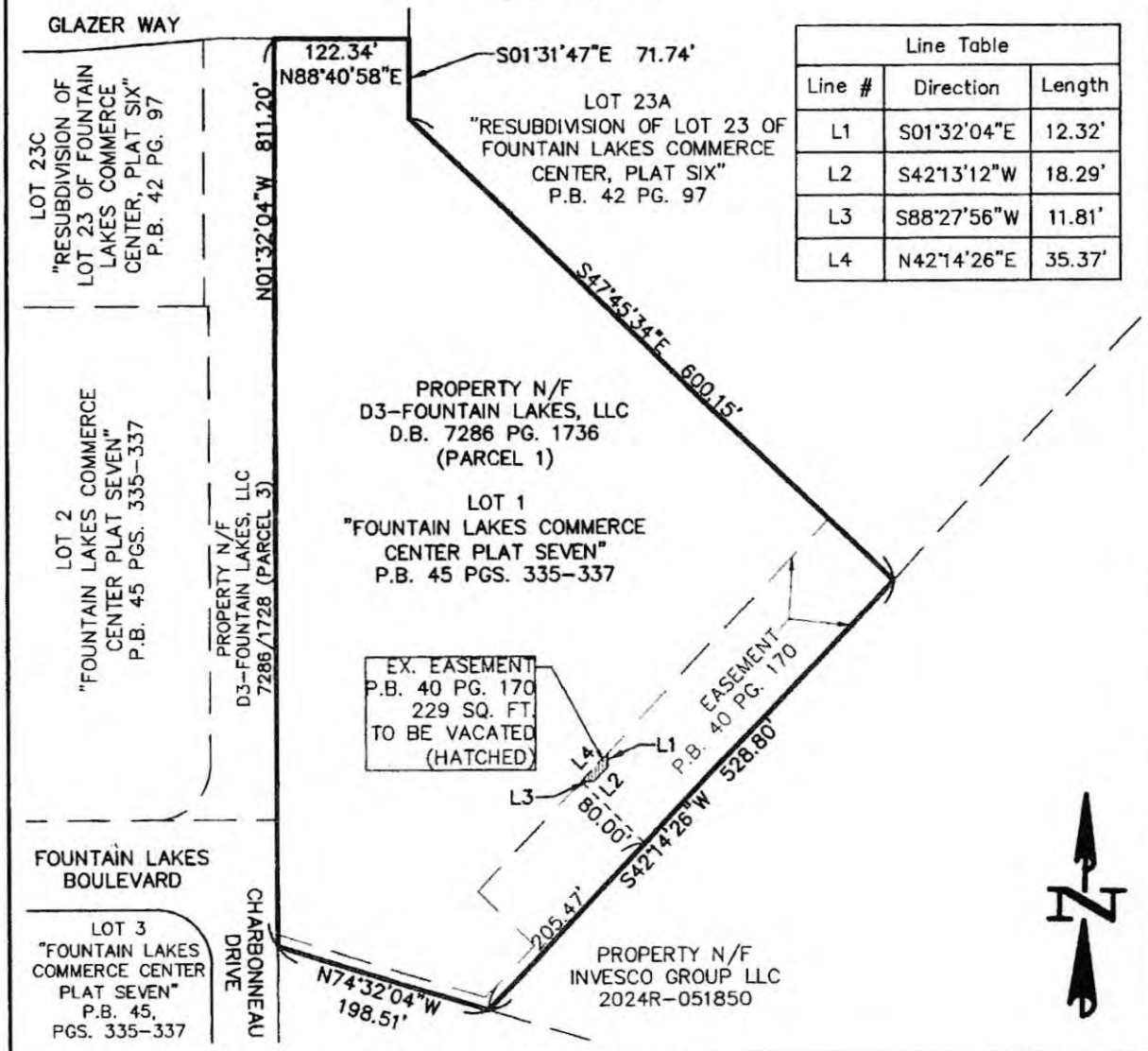
EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45, PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



Line Table		
Line #	Direction	Length
L1	S01°32'04"E	12.32'
L2	S42°13'12"W	18.29'
L3	S88°27'56"W	11.81'
L4	N42°14'26"E	35.37'

BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
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2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	01/27/25
DRAWN:	DVD
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC3
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45 PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

Petition for Vacation or Acceptance of Right-of-Way/Easement Within the City of St. Charles, Missouri

We, the owners of the tracts of land adjacent to 3704 New Town Boulevard, St. Charles, Missouri 63301, each lying in various width easements within the City limits of the City of St. Charles, do hereby petition the Mayor and City Council to:

- ☐ Accept said streets as Provisional Streets according to City Code 505.330.
- ☐ Accept said streets as Public Streets according to City Code 505.340.
- X Vacate said right-of-way [easement]

We the undersigned owners also understand and affirm that if public property rights do not currently exist, we shall donate and execute said donations at our expense, all land rights determined by the City as being necessary for said acceptance of streets or for vacation of right-of-way [easement] through the appropriate legal means which may include, but not necessarily be limited to resubdivision plats, deeds, easements, etc. The exact limits of the right-of-way or easements being petitioned are as follows:

A TRACT OF LAND BEING PART OF LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 45, PAGES 335-337 OF THE ST. CHARLES COUNTY RECORDS, IN TOWNSHIP 47 NORTH, RANGE 4 EAST, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERN CORNER OF SAID LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN", THENCE ALONG THE SOUTH LINE OF SAID LOT 1, NORTH 74 DEGREES 32 MINUTES 04 SECONDS WEST 71.93 FEET TO A POINT; THENCE LEAVING SAID SOUTH LINE OF LOT 1, NORTH 15 DEGREES 27 MINUTES 56 SECONDS EAST 10.00 FEET TO THE ACTUAL POINT OF BEGINNING OF THE DESCRIPTION HEREIN; THENCE NORTH 74 DEGREES 32 MINUTES 04 SECONDS WEST 10.49 FEET TO A POINT; THENCE NORTH 32 DEGREES 59 MINUTES 53 SECONDS EAST 174.70 FEET TO A POINT; THENCE NORTH 39 DEGREES 20 MINUTES 36 SECONDS EAST 300.58 FEET TO A POINT; THENCE NORTH 46 DEGREES 42 MINUTES 24 SECONDS EAST 74.60 FEET TO A POINT; THENCE SOUTH 47 DEGREES 45 MINUTES 34 SECONDS EAST 10.03 FEET TO A POINT; THENCE SOUTH 46 DEGREES 42 MINUTES 24 SECONDS WEST 74.74 FEET TO A POINT; THENCE SOUTH 39 DEGREES 20 MINUTES 36 SECONDS WEST 299.38 FEET TO A POINT; THENCE SOUTH 32 DEGREES 59 MINUTES 53 SECONDS WEST 170.99 FEET TO THE POINT OF BEGINNING CONTAINING 5,475 SQUARE FEET ACCORDING TO CALCULATIONS BY BAX ENGINEERING COMPANY DURING JUNE, 2025.

EXHIBIT D

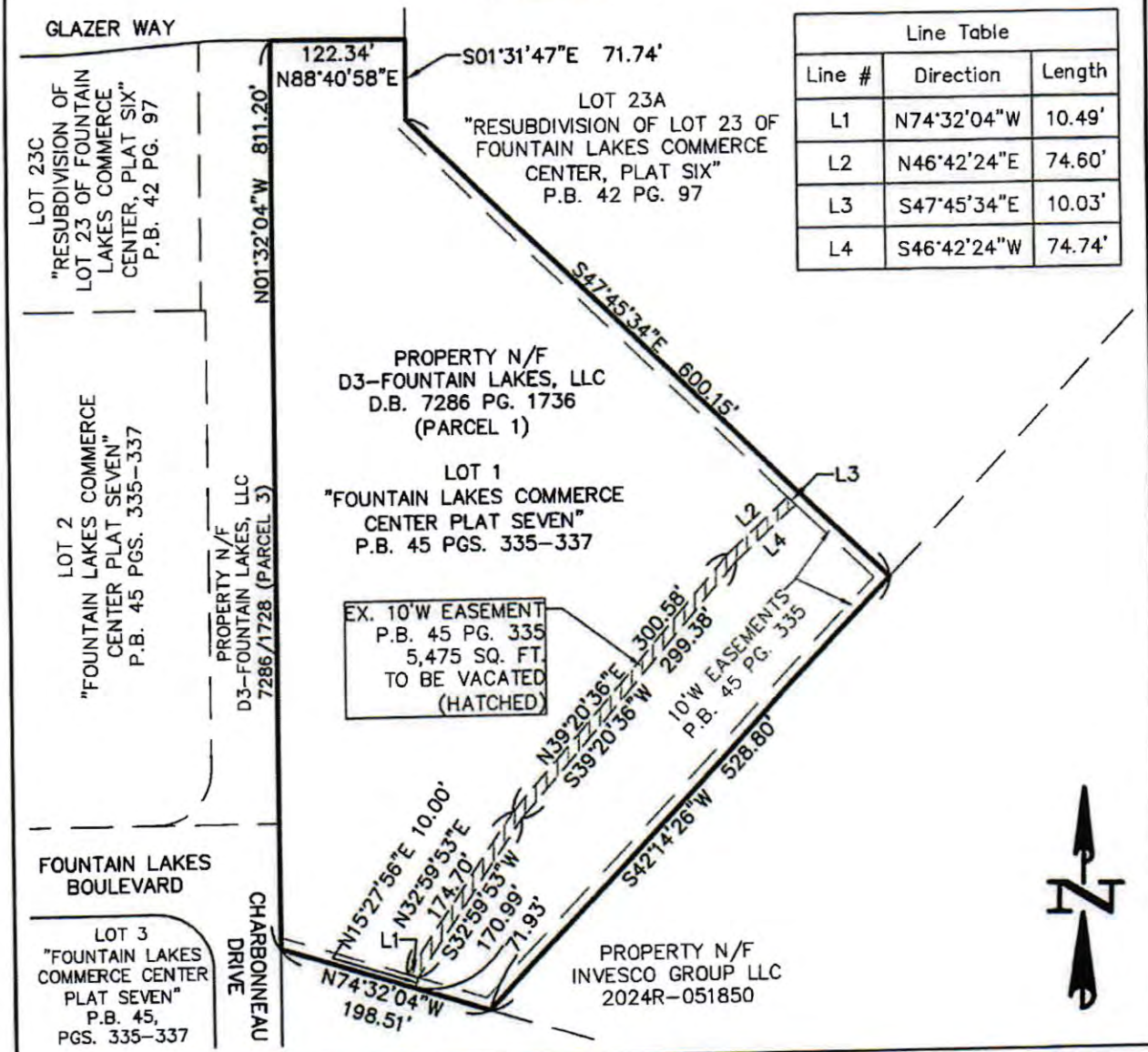
Signatures of all adjoining property owners:



Signature

Drew Bextermueller
Director of Real Estate
D3 Fountain Lakes, LLC
16690 Swingley Ridge Road, 4th Floor
Chesterfield, Missouri 63017
(636) 812-1360

EXHIBIT A



Line Table		
Line #	Direction	Length
L1	N74°32'04"W	10.49'
L2	N46°42'24"E	74.60'
L3	S47°45'34"E	10.03'
L4	S46°42'24"W	74.74'

BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	06/26/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC4
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45, PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
6-26-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

ENGINEERING
PLANNING
SURVEYING

LAND DESCRIPTION
5,475 SQ. FT.
JUNE 26, 2025
BAX PROJECT No. 97-9085ZTBE
CEM

EASEMENT VACATION

A TRACT OF LAND BEING PART OF LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 45, PAGES 335-337 OF THE ST. CHARLES COUNTY RECORDS, IN TOWNSHIP 47 NORTH, RANGE 4 EAST, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERN CORNER OF SAID LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN", THENCE ALONG THE SOUTH LINE OF SAID LOT 1, NORTH 74 DEGREES 32 MINUTES 04 SECONDS WEST 71.93 FEET TO A POINT; THENCE LEAVING SAID SOUTH LINE OF LOT 1, NORTH 15 DEGREES 27 MINUTES 56 SECONDS EAST 10.00 FEET TO THE ACTUAL POINT OF BEGINNING OF THE DESCRIPTION HEREIN; THENCE NORTH 74 DEGREES 32 MINUTES 04 SECONDS WEST 10.49 FEET TO A POINT; THENCE NORTH 32 DEGREES 59 MINUTES 53 SECONDS EAST 174.70 FEET TO A POINT; THENCE NORTH 39 DEGREES 20 MINUTES 36 SECONDS EAST 300.58 FEET TO A POINT; THENCE NORTH 46 DEGREES 42 MINUTES 24 SECONDS EAST 74.60 FEET TO A POINT; THENCE SOUTH 47 DEGREES 45 MINUTES 34 SECONDS EAST 10.03 FEET TO A POINT; THENCE SOUTH 46 DEGREES 42 MINUTES 24 SECONDS WEST 74.74 FEET TO A POINT; THENCE SOUTH 39 DEGREES 20 MINUTES 36 SECONDS WEST 299.38 FEET TO A POINT; THENCE SOUTH 32 DEGREES 59 MINUTES 53 SECONDS WEST 170.99 FEET TO THE POINT OF BEGINNING CONTAINING 5,475 SQUARE FEET ACCORDING TO CALCULATIONS BY BAX ENGINEERING COMPANY DURING JUNE, 2025.



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

2025R-019354
05/12/2025 12:08:16 PM
$ 30.00
PAGES: 4
CERTIFIED-FILED FOR RECORD
MARY E. DEMPSEY
RECORDER OF DEEDS
ST. CHARLES COUNTY, MISSOURI
BY: CGRAF
ELECTRONICALLY RECORDED

DOCUMENT TYPE:	RELEASE OF EASEMENT
DATE OF DOCUMENT:	MARCH 27, 2025
GRANTOR:	SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a AT&T MISSOURI 12930 OLIVE BOULEVARD CREVE COEUR, MISSOURI 63141
GRANTEE:	FOUNTAIN LAKES, LLC 16690 SWINGLEY RIDGE ROAD, 4TH FLOOR CHESTERFEILD MISSOURI, 63017
LEGAL DESCRIPTION:	A TRACT OF LAND BEING PART OF LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN", PLAT BOOK 45, PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI
REFERENCE BOOK AND PAGE:	PLAT BOOK 45, PAGES 335-337

at&t

SOUTHWESTERN BELL TELEPHONE COMPANY

RELEASE OF EASEMENT

Executed: 3-27-25

THIS RELEASE OF EASEMENT, entered into by ***SOUTHWESTERN BELL TELEPHONE COMPANY, d/b/a AT&T MISSOURI***, *(120 N 2ND ST, FESTUS, MO 63028), GRANTOR, AND FOUNTAIN LAKES, LLC, GRANTEE*, wherein GRANTOR in consideration of One Dollar ($1.00) and other valuable consideration, receipt of which is hereby acknowledged, does by these presents ABANDON, RELEASE, RELINQUISH AND DISCLAIM to GRANTEE, as is, all or a specific portion of a certain easement for telecommunication purposes hereinafter described that affects land owned by GRANTEE situated in The City of St Charles ST CHARLES COUNTY, MISSOURI, and described as follows

PART OF

LOT 1
"FOUNTAIN LAKES COMMERCE
CENTER PLAT SEVEN"
P.B. 45 PGS. 335-337

EX 10'W EASEMENT
P.B. 45 PG. 335
5,475 SQ. FT.

Said land of GRANTEE being subject to:

A TRACT OF LAND BEING PART OF LOT 1 OF
"FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN"
PLAT BOOK 45, PAGES 335-337,
WITHIN FRACTIONAL SECTION 13,
TOWNSHIP 47 NORTH, RANGE 4 EAST
CITY OF ST. CHARLES,
ST. CHARLES COUNTY, MISSOURI

The area of said easements to be hereby released is described as follows: The area depicted as hachured (//////////) on the Easement Release Plat, marked Exhibit "A" and attached hereto, and made a part thereof.

TO HAVE AND TO HOLD same, together with all rights and appurtenances to the same belonging, unto GRANTEE(S), their heirs, successors and assigns forever.

IN WITNESS WHEREOF, GRANTOR has caused this Release of Easement to be executed by its duly authorized officers this 27 day of MARCH 2025

SOUTHWESTERN BELL TELEPHONE COMPANY (d/b/a ~~AT&T~~ MISSOURI)

Name: CHRIS LAPORTE

Title: SPECIALIST OSP DESIGN ENGINEER

THE STATE OF MISSOURI
COUNTY OF JEFFERSON

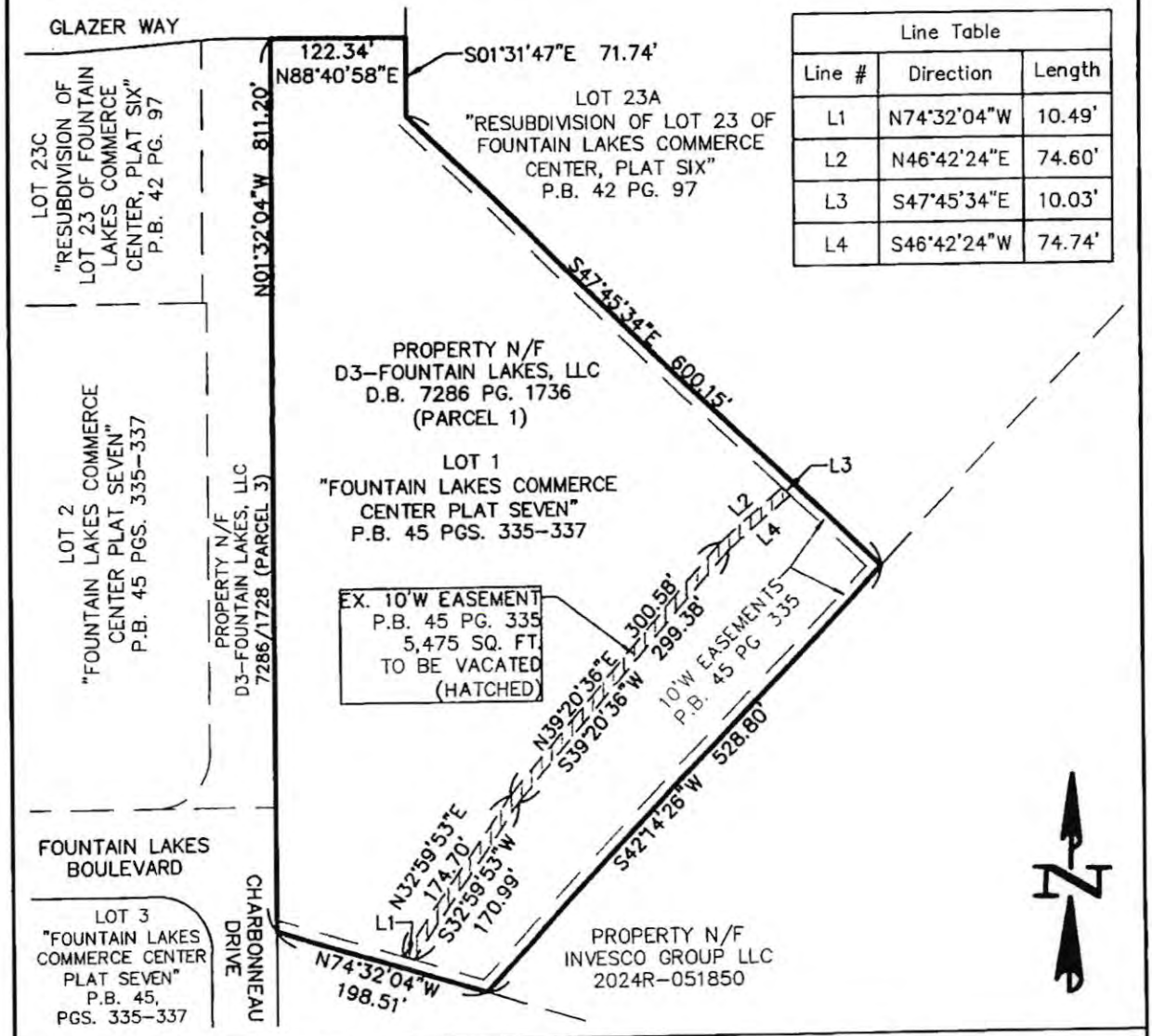
BEFORE ME, the undersigned authority, on this day personally appeared CHRIS LAPORTE, known to me to be the person whose name is subscribed to the foregoing instrument as the SR SPECIALIST OSP DESIGN ENGINEER of SOUTHWESTERN BELL TELEPHONE COMPANY (d/b/a AT&T Missouri), a corporation, and acknowledged to me that he executed the same for purposes and considerations therein expressed in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 27th day of March 2025

JEFFREY ALAN KEMPFER
Notary Public, Notary Seal
State of Missouri
Jefferson County
Commission # 17543392
mission Expires 01-09-2029

Notary Public

EXHIBIT A



Line Table		
Line #	Direction	Length
L1	N74°32'04"W	10.49'
L2	N46°42'24"E	74.60'
L3	S47°45'34"E	10.03'
L4	S46°42'24"W	74.74'

BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC4
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45, PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

2025R-043120
09/30/2025 08:42:42 AM
$ 60.00
PAGES: 14
CERTIFIED-FILED FOR RECORD
MARY E. DEMPSEY
RECORDER OF DEEDS
ST. CHARLES COUNTY, MISSOURI
BY: GOLMSTED
ELECTRONICALLY RECORDED

DOCUMENT TYPE:	VACATION OF EASEMENT
DATE OF DOCUMENT:	SEPTEMBER 4, 2025
GRANTOR:	CHARTER COMMUNICATIONS ENTERTAINMENT I, LLC 941 CHARTER COMMONS TOWN AND COUNTRY, MISSOURI 63017
GRANTEE:	D3 FOUNTAIN LAKES LLC 16690 SWINGLEY RIDGE ROAD, 4TH FLOOR CHESTERFEILD MISSOURI, 63017
LEGAL DESCRIPTION:	A TRACT OF LAND BEING PART OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" AND "FOUNTAIN LAKES COMMERCE CENTER PLAT SIX", TOWNSHIP 47 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI
REFERENCE BOOK AND PAGE:	PLAT BOOK 45, PAGES 335-337 PLAT BOOK 42, PAGE 97

Charter
COMMUNICATIONS

Aaron Detwiler
Field Operations AVP
Charter Spectrum Communications

VACATION OF EASEMENT

WHEREAS, an easement for broadband cable communications placement within the dedicated utility easement has been granted to Charter Communications Entertainment I, LLC ("Charter"), **The Grantor** located at 941 Charter Commons Town & Country, MO 63017 by St. Louis County, Missouri. A tract of land being part of Lots 1,2,23C, of Fountain Lakes Commerce Center Plat Seven, Plat book 45,Pages 335-337,within fractional section 13, ,Township 45 North, Ranch 4 East, St. Charles County, Missouri, St. Louis County, Missouri and it is the purpose and intent of Charter to release a portion of such easement rights.

NOW THEREFORE, Charter does hereby relinquish and release that portion of its easement rights to **Grantee** Fountain Lakes, LLC to place or maintain permanent facilities within the area of the easement shown on **Exhibits A**. Except for the release of the hatched area described herein, the remaining easement rights and interests granted to Charter pursuant to the aforementioned plat shall remain in full force and effect.

IN WITNESS THEREOF, Charter has caused this document to be executed as of the 4th day of September 2025.

Charter Communications Entertainment I, LLC, a Delaware limited liability company
By its manager: Charter Communications, Inc., a Delaware corporation

By:
Aaron Detwiler
Title: Field Operations AVP, Charter Spectrum Communications

[redacted]

Charter
COMMUNICATIONS

STATE OF ILLINOIS)

COUNTY OF MADISON)

On this 4th day of September 2025, before me appeared Aaron Detwiler, who being by me duly sworn, did say that he is a Field Operations Area Vice President of Charter Communications Inc., a Delaware corporation, that this instrument was signed on behalf of said company by authority of its board of directors, and that Aaron Detwiler declared that his signature placed hereon was the free act and deed of said company.

IN TESTIMONY WHEREOF, I have here unto set my hand on the day and year and in the County and State last written above.

Cathy Ann Wagner-Black

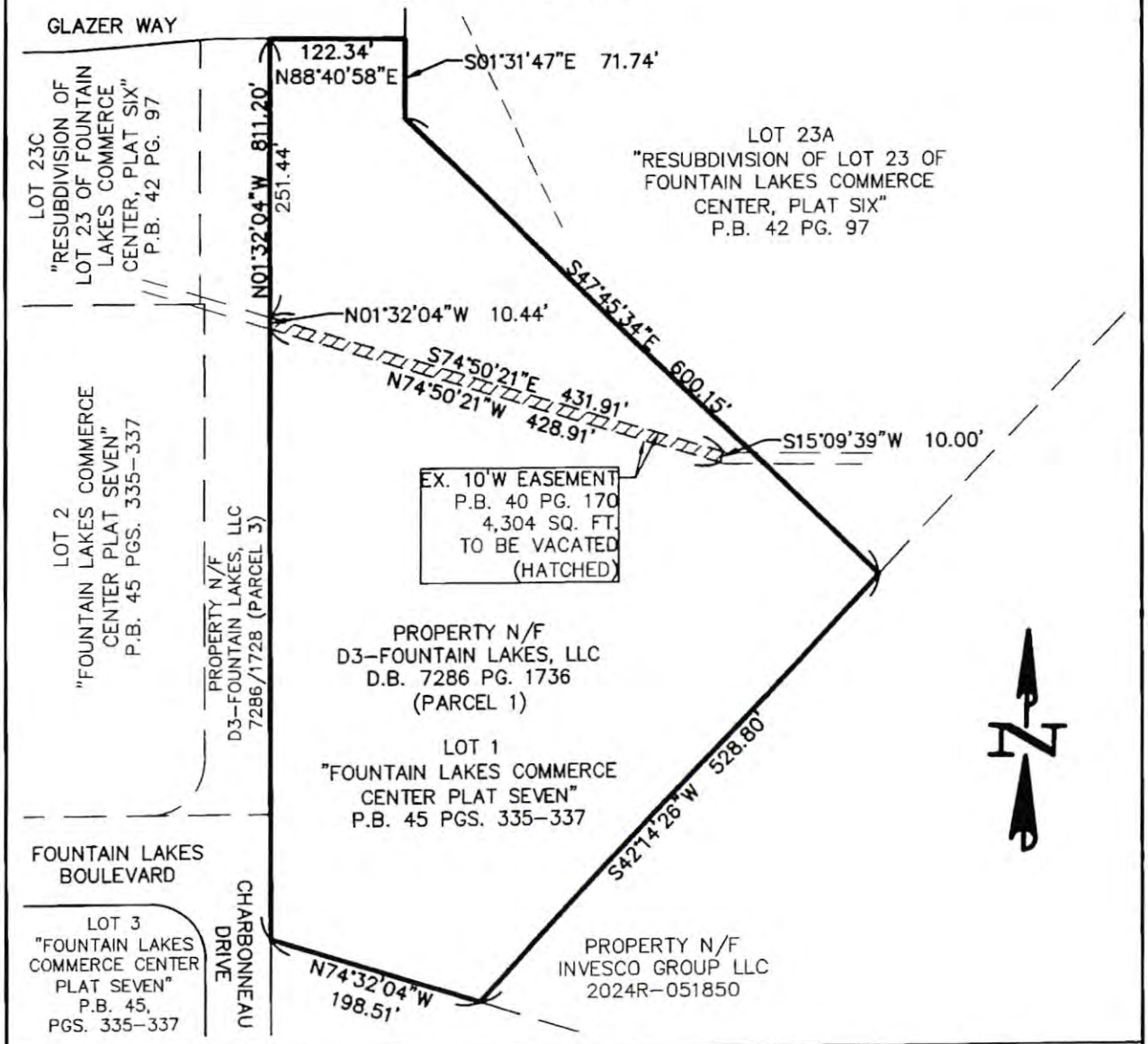
Cathy Ann Wagner-Black - Notary Public

My Commission Expires:

July 14th 2029

OFFICIAL SEAL
CATHY ANN WAGNER-BLACK
Notary Public, State of Illinois
Commission No. 1013570
My Commission Expires
July 14, 2029

EXHIBIT A



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC1
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

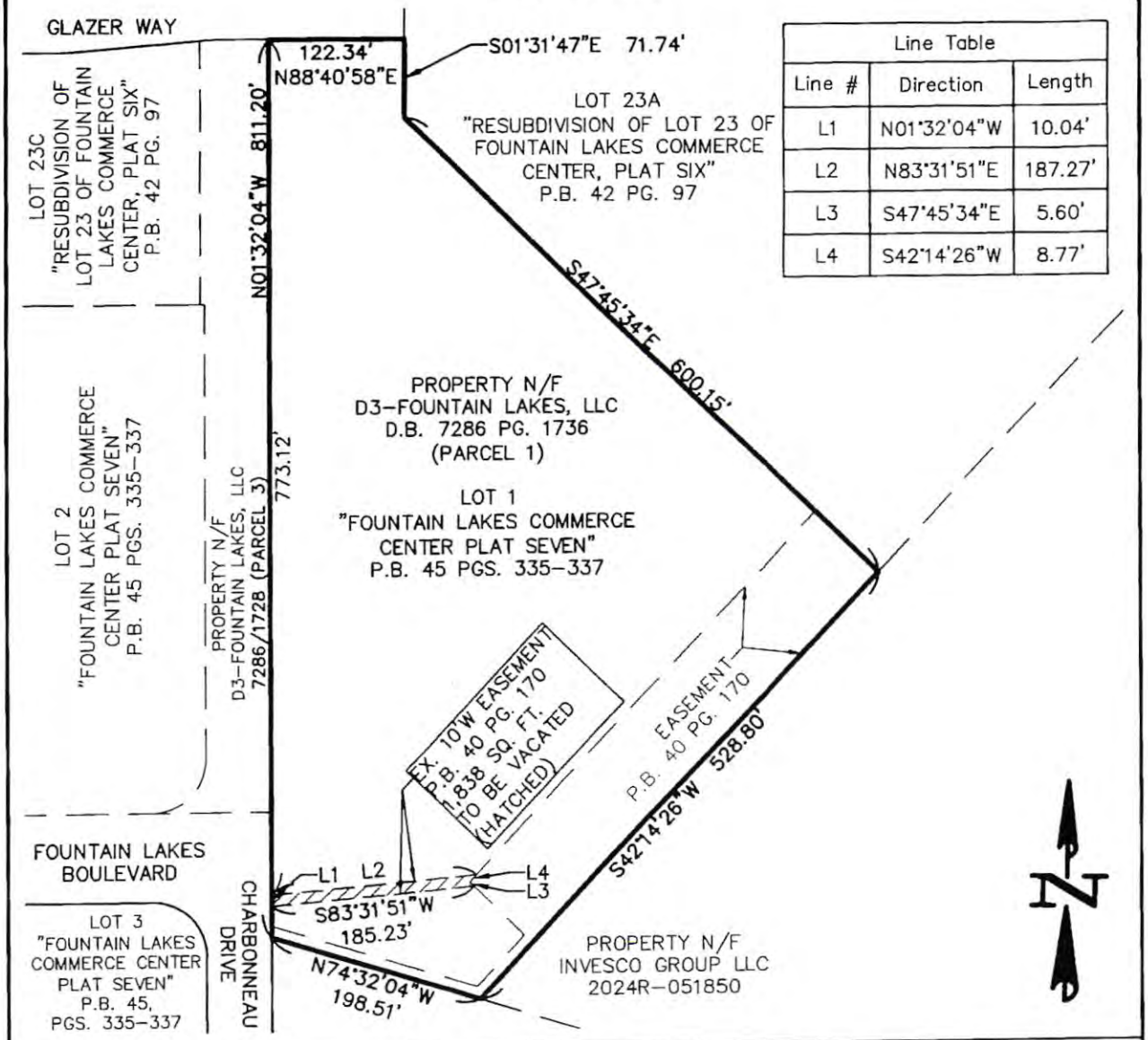
EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45, PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY G. BECK
NUMBER
PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY G. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



Line Table		
Line #	Direction	Length
L1	N01°32'04"W	10.04'
L2	N83°31'51"E	187.27'
L3	S47°45'34"E	5.60'
L4	S42°14'26"W	8.77'

BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
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2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC2
SHEET:	1 OF 1

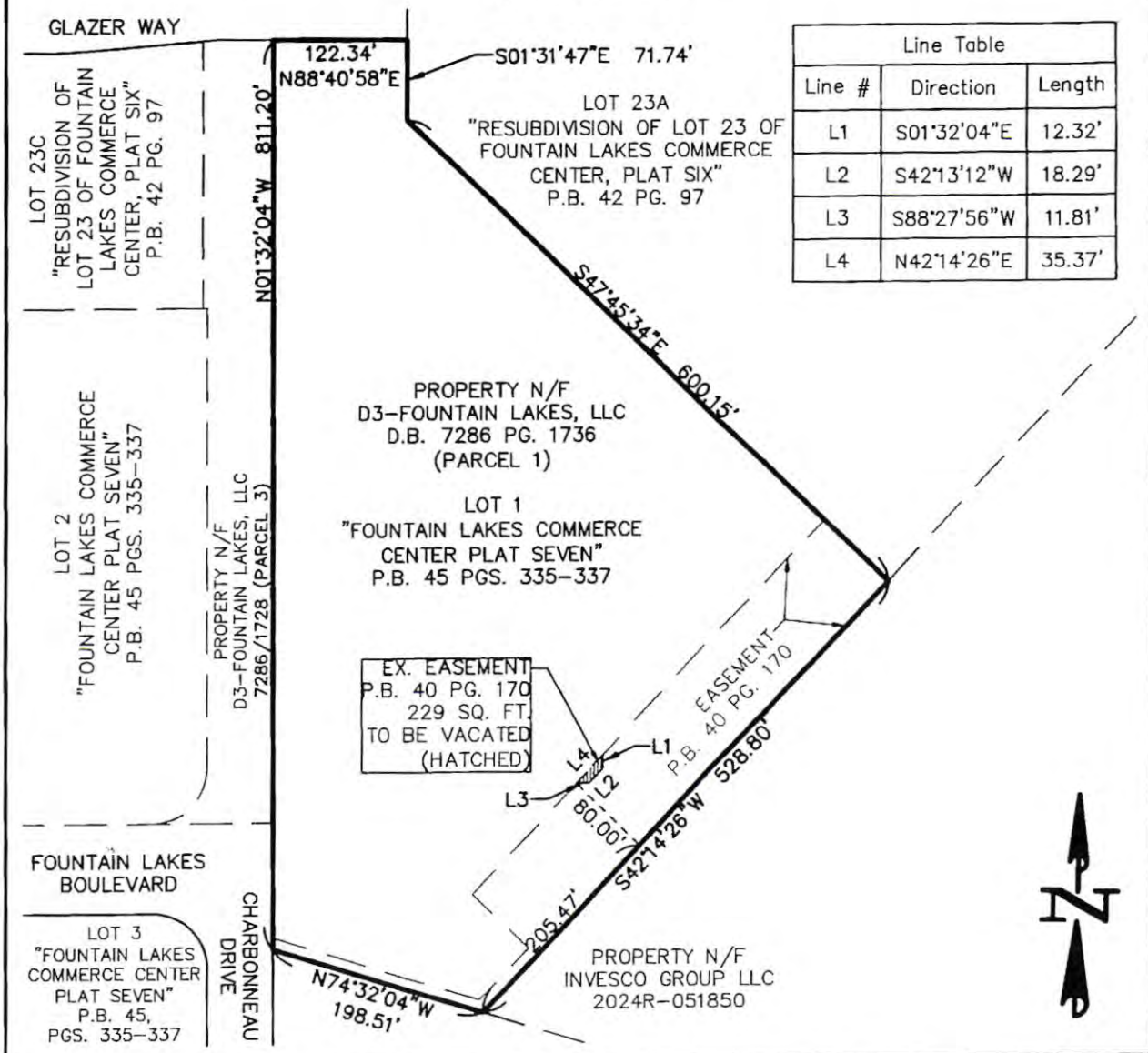
MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45, PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



Line Table		
Line #	Direction	Length
L1	S01°32'04"E	12.32'
L2	S42°13'12"W	18.29'
L3	S88°27'56"W	11.81'
L4	N42°14'26"E	35.37'

BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

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2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	01/27/25
DRAWN:	DVD
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC3
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

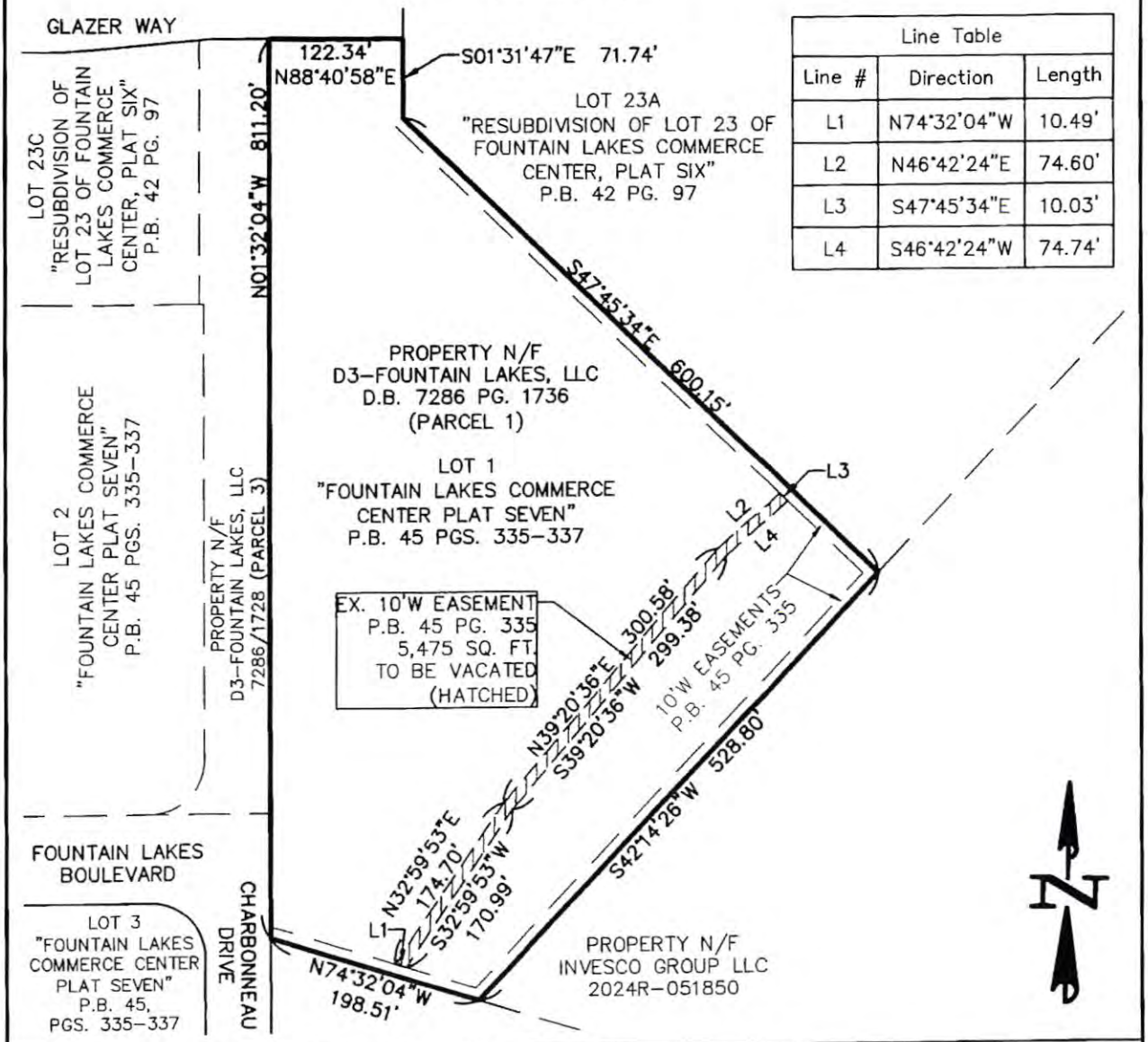
EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45 PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



Line Table		
Line #	Direction	Length
L1	N74°32'04"W	10.49'
L2	N46°42'24"E	74.60'
L3	S47°45'34"E	10.03'
L4	S46°42'24"W	74.74'

BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

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DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC4
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

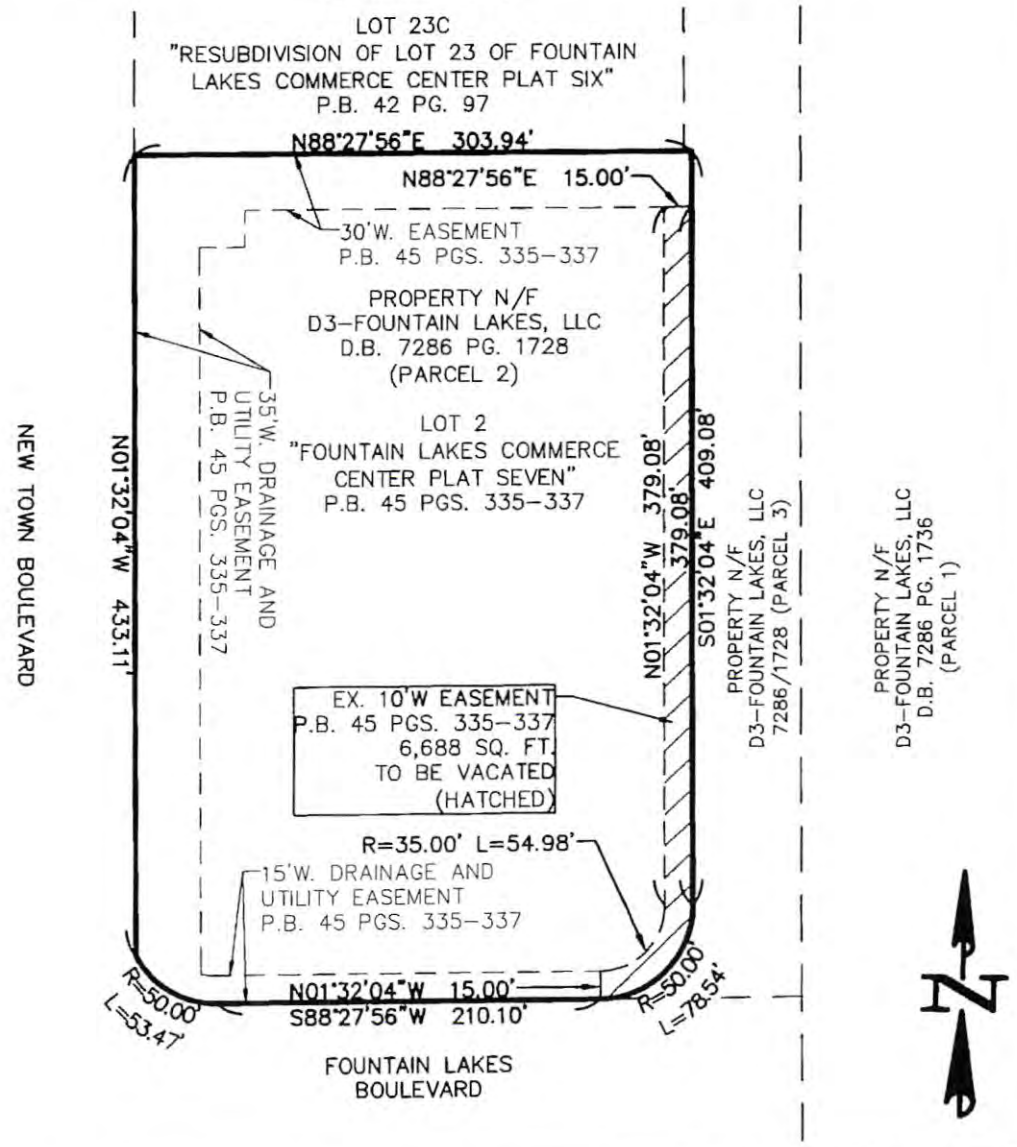
EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45, PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

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DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=100'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC5
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

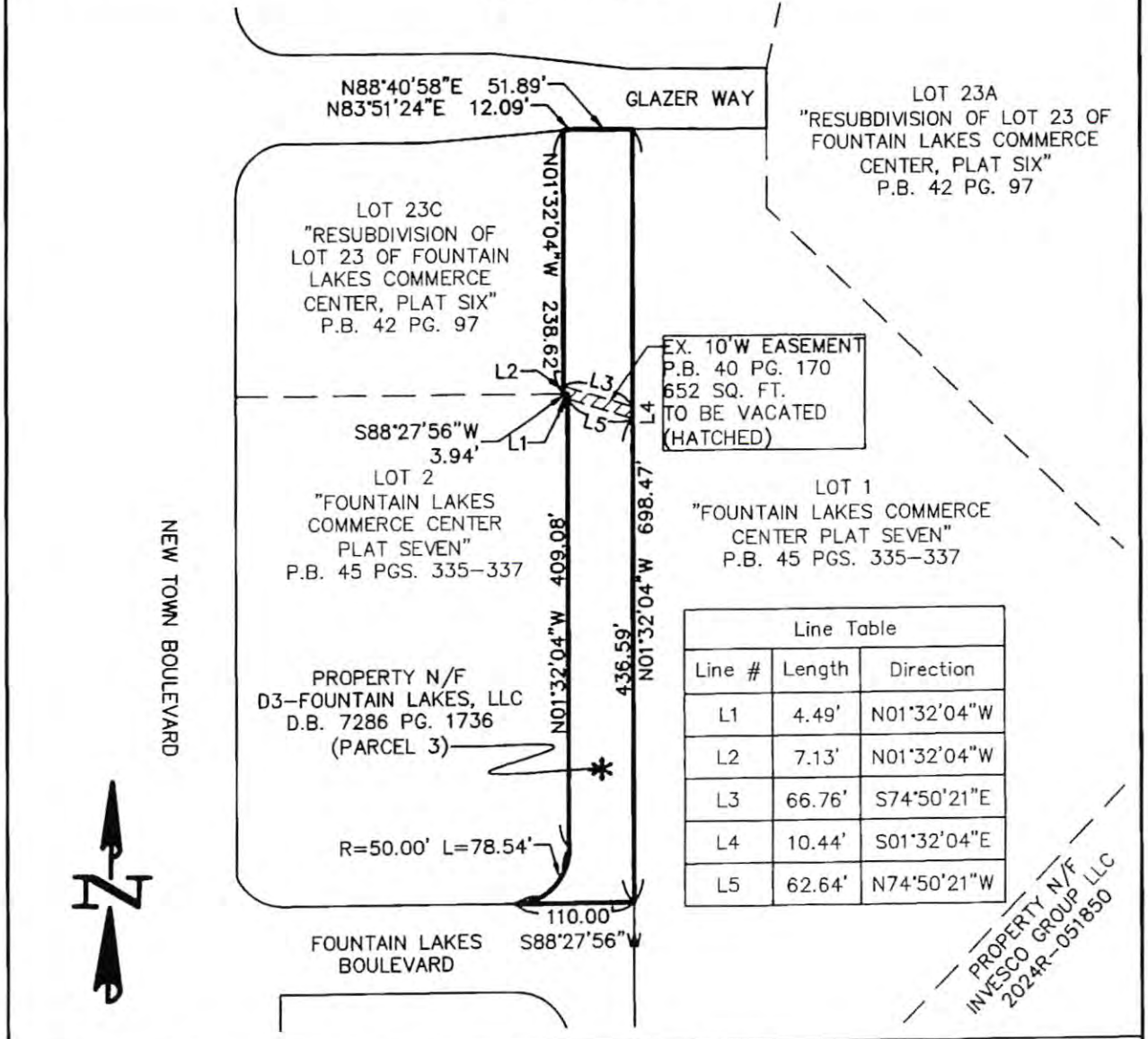
EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 2 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45, PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



Line Table		
Line #	Length	Direction
L1	4.49'	N01°32'04"W
L2	7.13'	N01°32'04"W
L3	66.76'	S74°50'21"E
L4	10.44'	S01°32'04"E
L5	62.64'	N74°50'21"W

BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

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DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC6
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

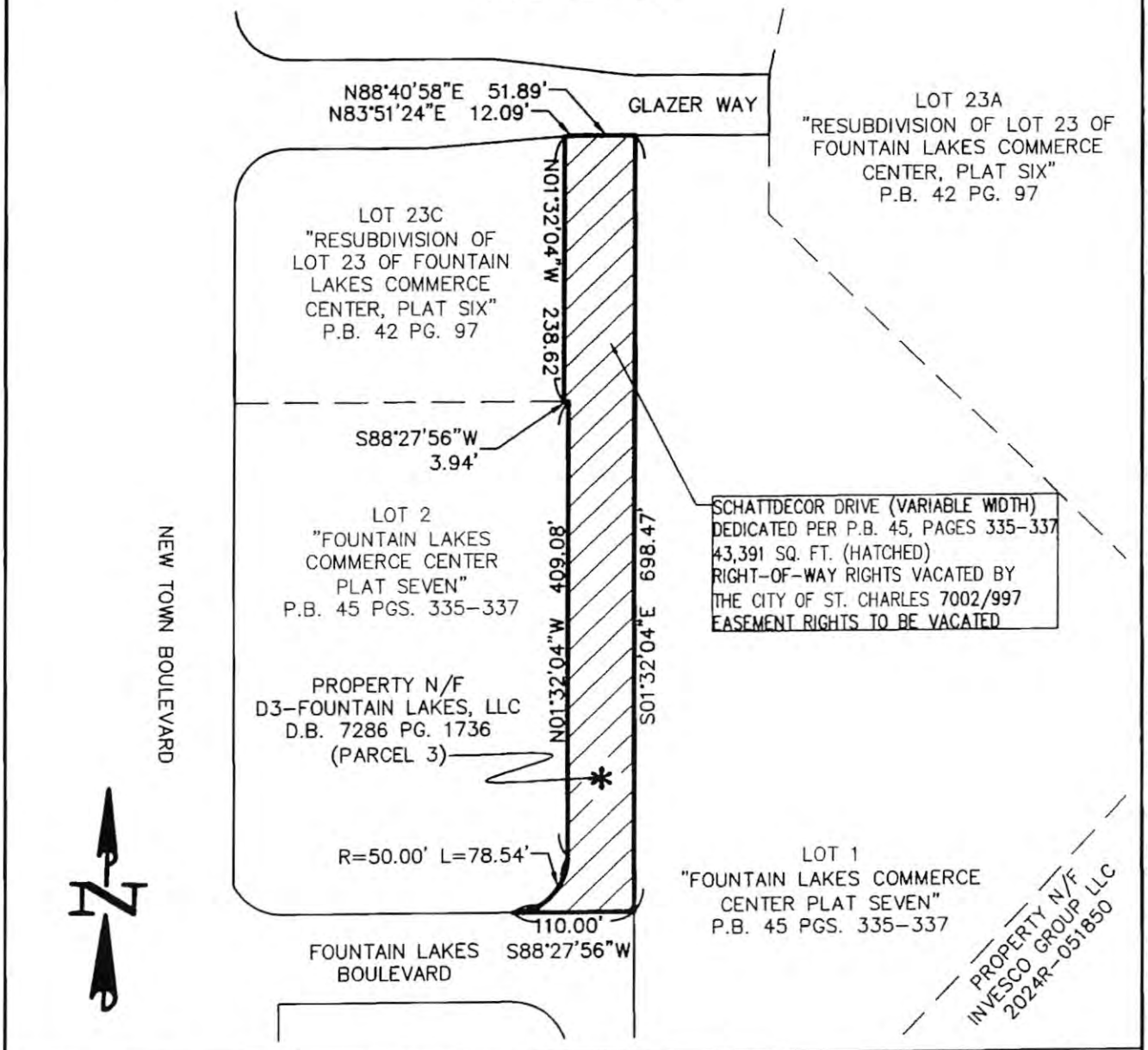
EASEMENT VACATE

A TRACT OF LAND BEING PART OF VACATED SCHATTDECOR DRIVE, VARIABLE WIDTH OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45 PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

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2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	02/04/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC10
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

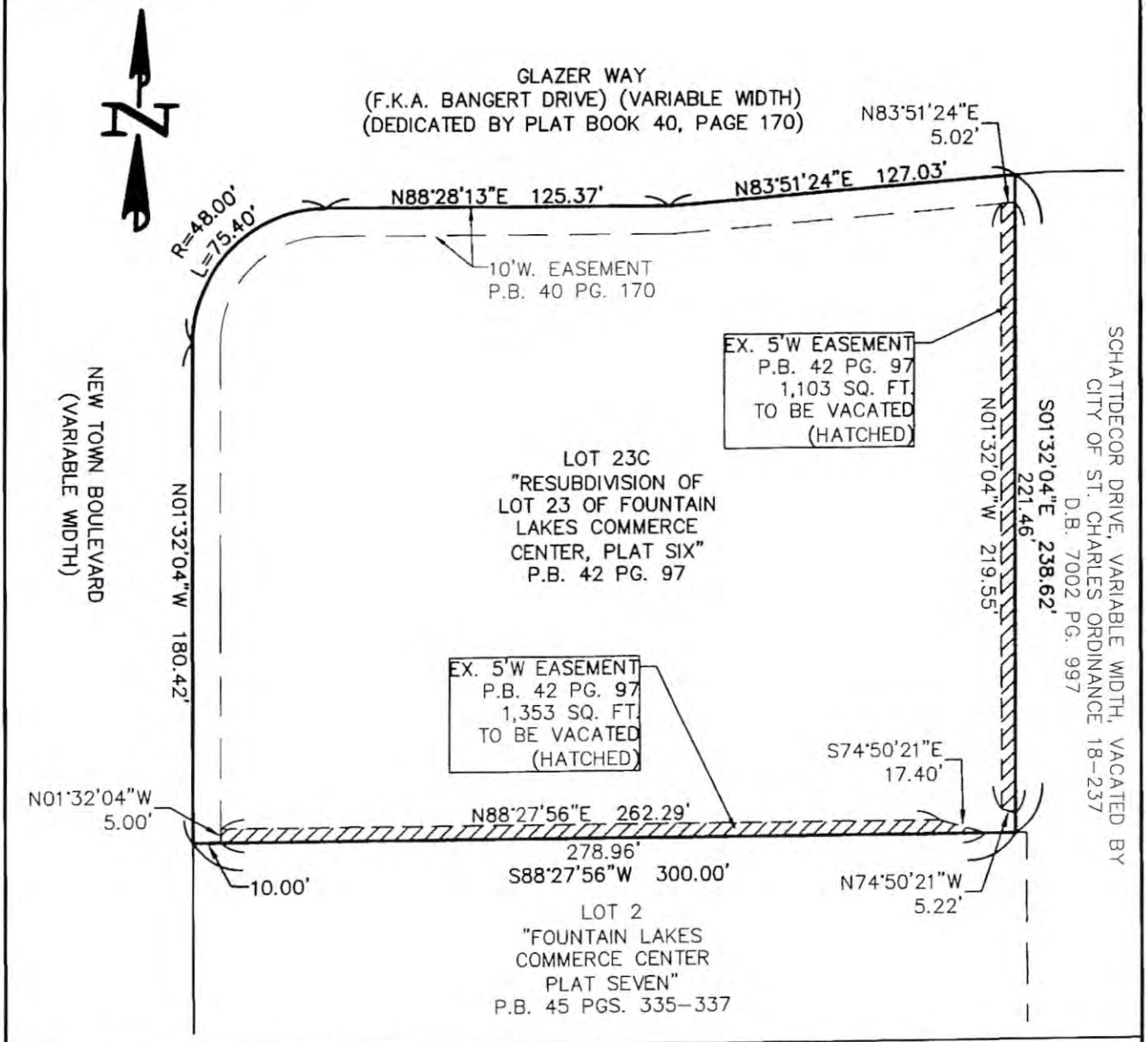
EASEMENT VACATE

A TRACT OF LAND BEING PART OF VACATED SCHATTDECOR DRIVE, VARIABLE WIDTH OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45 PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D BECK
NUMBER PLS-2015017835
2-4-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

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DATE:	02/26/25
DRAWN:	CEM
SCALE:	1"=60'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC11
SHEET:	1 OF 1

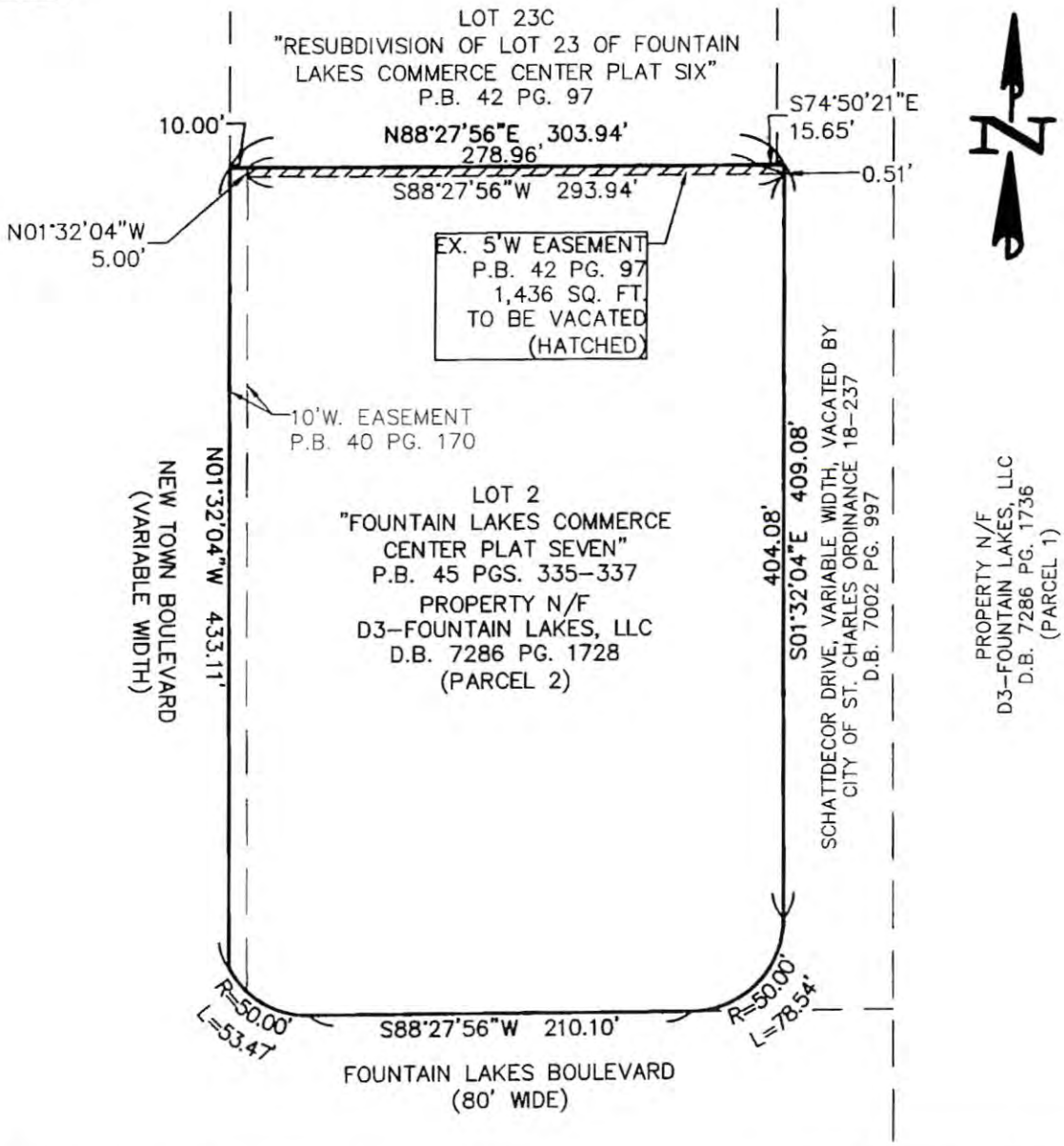
MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

EASEMENT VACATE

A TRACT OF LAND BEING
PART OF LOT 23C OF
"RESUBDIVISION OF LOT 23C OF
FOUNTAIN LAKES COMMERCE CENTER PLAT SIX"
PLAT BOOK 42, PAGE 97
TOWNSHIP 47 NORTH, RANGE 4 EAST
CITY OF ST. CHARLES,
ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
2-27-25
PROFESSIONAL LAND SURVEYOR

EXHIBIT A



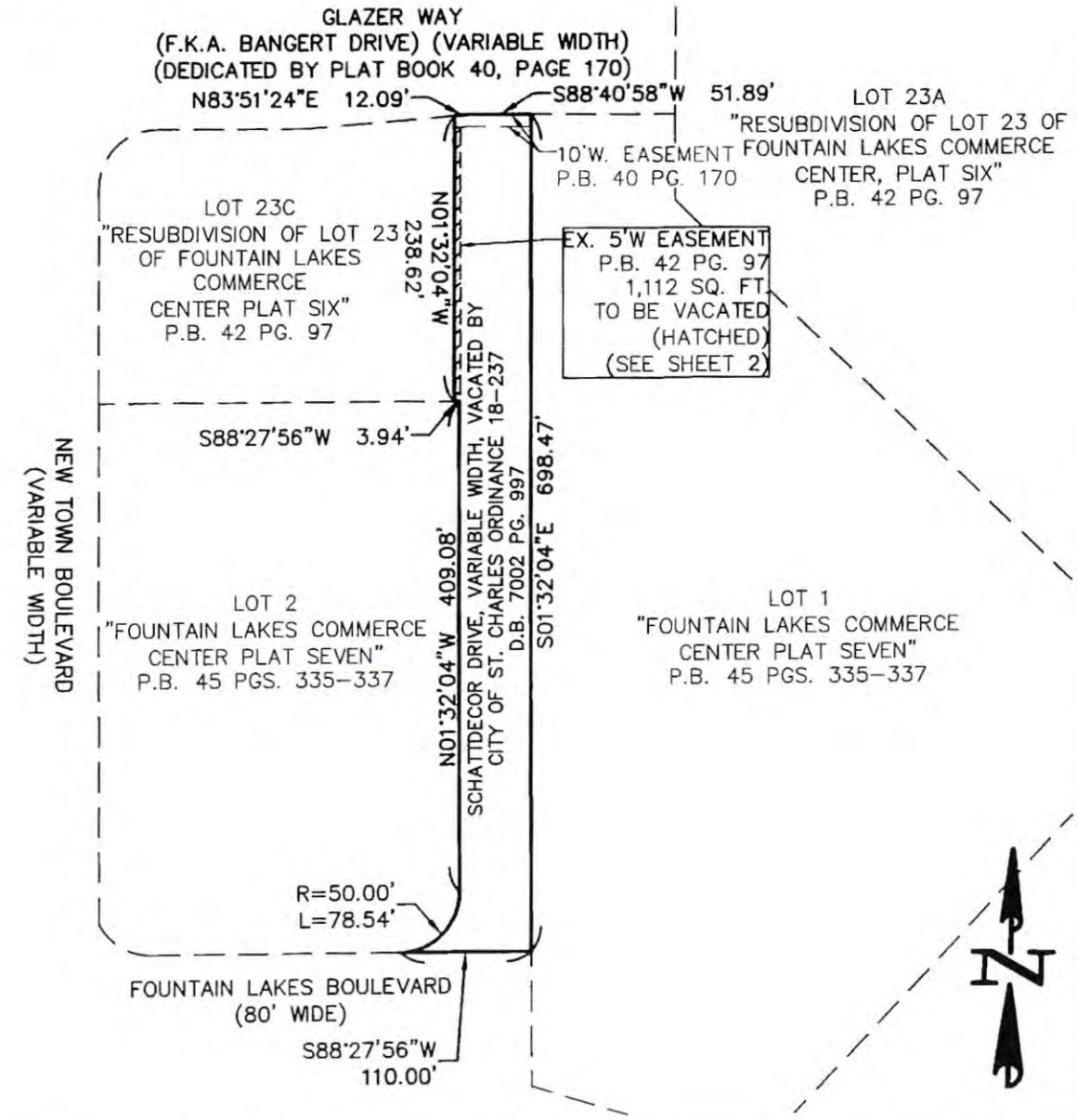
BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

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DATE: 02/26/25	EASEMENT VACATE
DRAWN: CEM	A TRACT OF LAND BEING PART OF LOT 2 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45, PAGES 335-337, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI
SCALE: 1"=100'	
PROJECT: 9085ZTBE	
FILE:9085ZTBEVAC12	
SHEET: 1 OF 1	
MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144	

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
2-27-25
PROFESSIONAL LAND SURVEYOR

EXHIBIT A



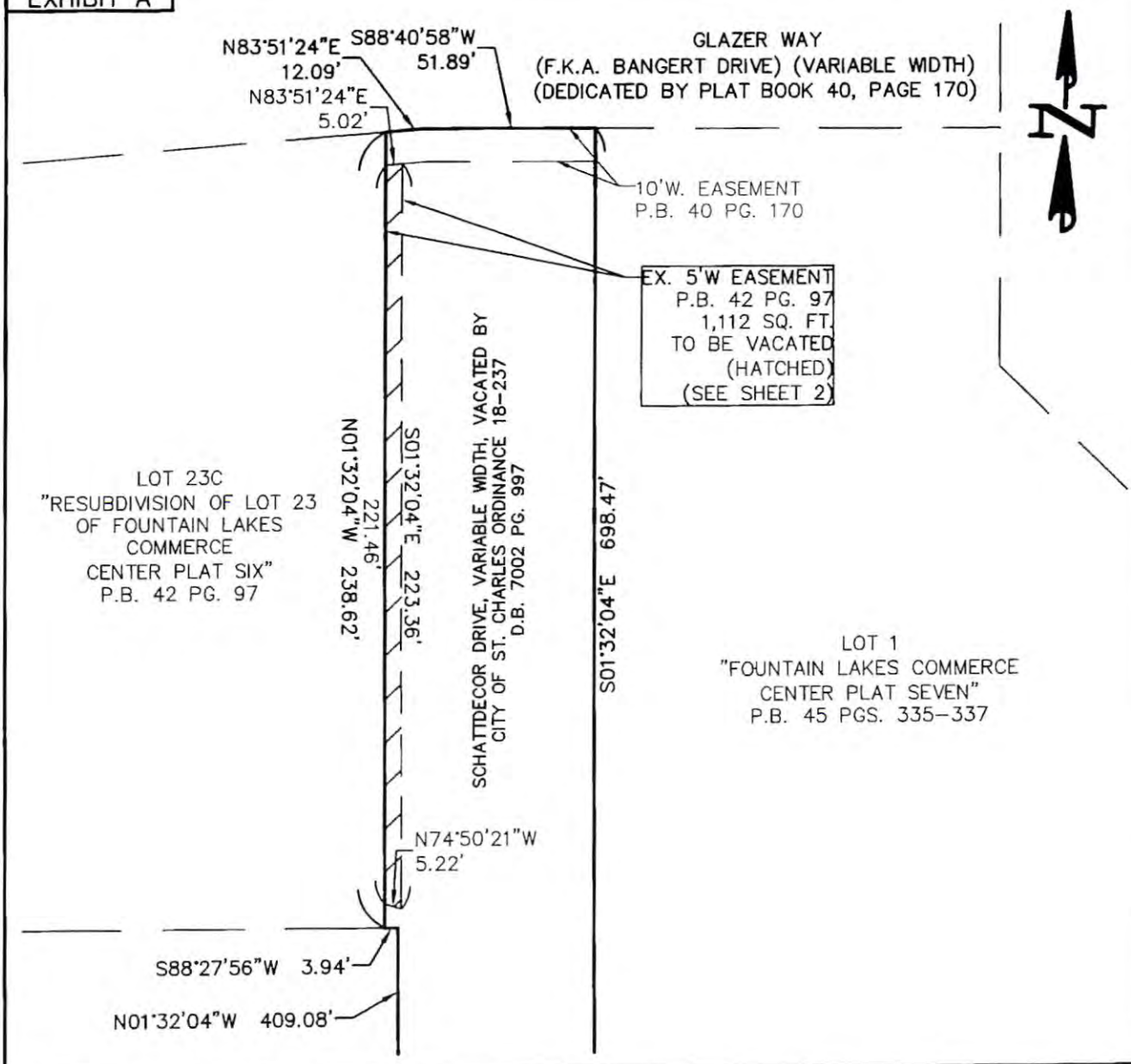
BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

STATE OF MISSOURI
ANDY R. BECK
NUMBER
PLS-2015017835
2-27-25
PROFESSIONAL LAND SURVEYOR

DATE: 02/26/25	EASEMENT VACATE
DRAWN: CEM	
SCALE: 1"=150'	A TRACT OF LAND BEING PART OF VACATED SCHATTDECOR DRIVE, VARIABLE WIDTH OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45 PAGES 335-337, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI
PROJECT: 9085ZTBE	
FILE:9085ZTBEVAC13	
SHEET: 1 OF 2	
MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144	

EXHIBIT A



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

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DATE:	02/26/25
DRAWN:	CEM
SCALE:	1"=50'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC13
SHEET:	2 OF 2

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

EASEMENT VACATE

A TRACT OF LAND BEING
PART OF VACATED SCHATTDECOR DRIVE,
VARIABLE WIDTH OF
"FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN"
PLAT BOOK 45 PAGES 335-337,
TOWNSHIP 47 NORTH, RANGE 4 EAST
CITY OF ST. CHARLES,
ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BAX
NUMBER
PLS-2015017835
2-27-25
PROFESSIONAL LAND SURVEYOR

2026R-011233
03/11/2026 10:44:14 AM
$ 30.00
PAGES: 4
CERTIFIED-FILED FOR RECORD
MARY E. DEMPSEY
RECORDER OF DEEDS
ST. CHARLES COUNTY, MISSOURI
BY: CGRAF
ELECTRONICALLY RECORDED

REMS INFORMATION
Agreement ID: UEC-202602-63353
Project ID: 83224

PARTIAL RELEASE OF PLATTED EASEMENT RIGHTS

D3 Fountain Lakes LLC
Fountain Lakes Commerce Center Lot 1
St. Charles District - Gateway Division

KNOW ALL MEN THESE PRESENTS, this 10 day of March, 2026, that **UNION ELECTRIC COMPANY d/b/a AMEREN MISSOURI**, a Missouri corporation (hereinafter "Ameren") is a holder of certain easement rights for utility purposes (hereinafter collectively referred to as "Easement") that were dedicated by **THE MILLSTONE COMPANY** pursuant to the plat recorded in Plat Book 45, Page 335-337, in the Office of the Recorder of Deeds, for the County of St. Charles, State of Missouri.

WHEREAS Ameren, as a holder of said Easement, intends to release a PART of the Easement.

NOW THEREFORE, for and in consideration of Ten and No/100th Dollars ($10.00), the receipt of which is hereby acknowledged, Ameren hereby releases only that PART of the Easement that is illustrated in Exhibit "A" attached hereto and made a part hereof and described below:

> The area of the platted easement identified for release that appear on Exhibit A depicts a tract of land being part of Lot 1 of FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN located in Section 13, Township 47 North, Range 4 East of the 5th Principal Meridian, City of St. Charles, State of Missouri, per the plat thereof recorded in Plat Book 45, Page 335-337 of the St. Charles County, Missouri Records.

It is expressly understood and agreed that the interests of other parties, if any, mentioned in the aforesaid Easement are hereby reserved and remain in full force and effect.

This Partial Release of Platted Easement Rights is not intended to and shall not in any way affect other easements which Ameren owns or has a right to use in said Subdivision.

IN WITNESS WHEREOF, Ameren has hereunto caused this Partial Release of Platted Easement Rights to be executed on the date hereinabove written.

UNION ELECTRIC COMPANY d/b/a AMEREN MISSOURI

By: Janice Wenzel

Name: **Janice Wenzel**

Title: **Director, Real Estate**

ALL PURPOSE NOTARY ACKNOWLEDGMENT

STATE OF **MISSOURI**
COUNTY OF
OR CITY OF **St. Louis** } SS

On this 10 day of March, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared (print or type names of signatories):

Janice Wenzel

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Capacity Claimed By Signator(s)

☐ Individual(s)	☒ Corporate	☐ Limited Liability Company	☐ Partner(s)
☐ Trustee(s)	Title(s) of Officer(s):	Member(s)/Manager(s):	☐ Limited Partnership
☐ Executor(s)	Director, Real Estate		☐ General Partnership
☐ Administrator(s)			☐ Other (Specify Below):
☐ Attorney-In-Fact			
☐ Conservator(s)			
☐ Guardian(s)			

April 20, 2027
My Commission Expires

Notary Public

Affix Notary Stamp Below

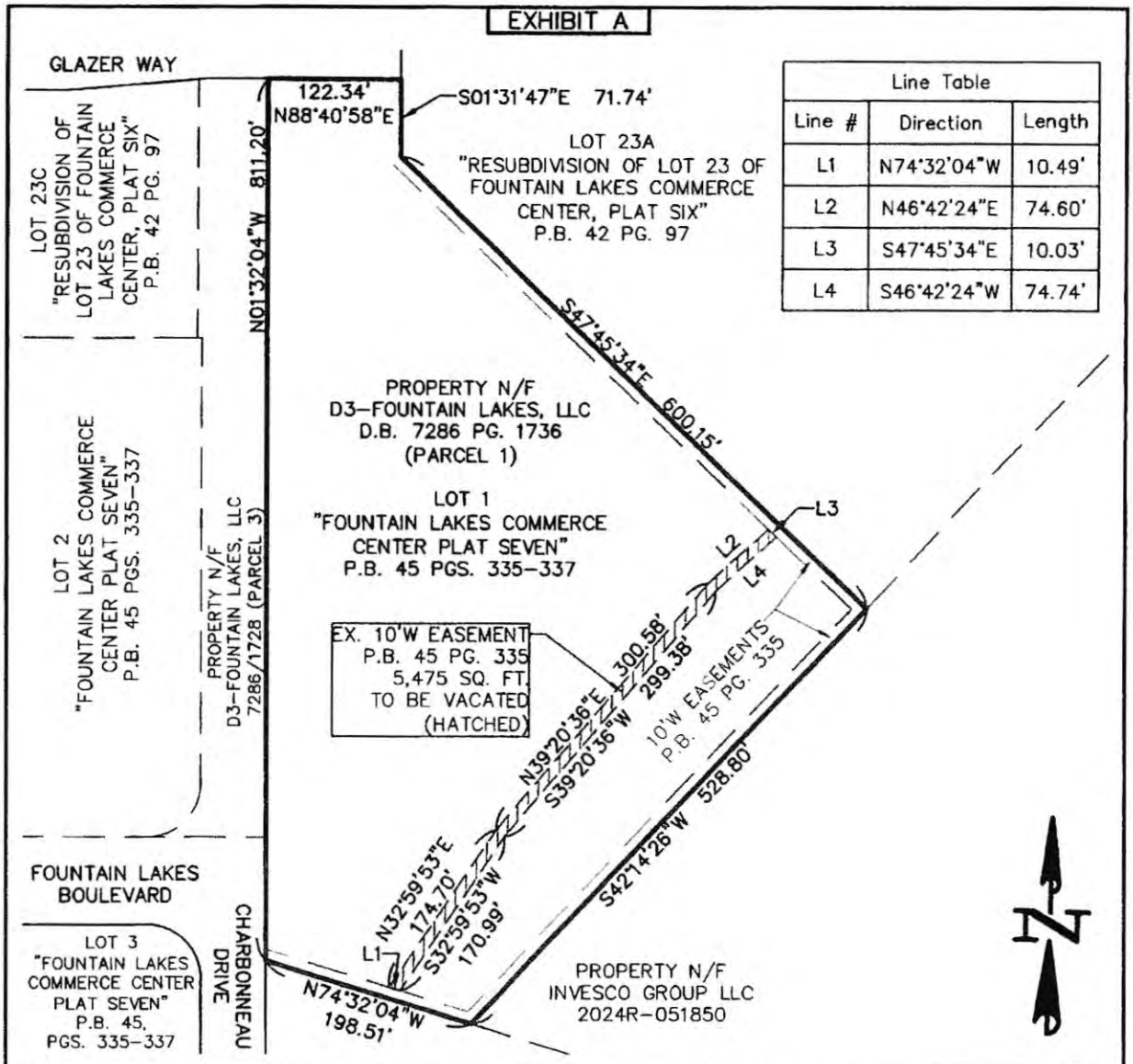
KATIE KRUEGER
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis City
My Commission Expires: Apr. 20, 2027
Commission # 23660628

Prepared By: K. McWhorter

Return To: K. McWhorter

KNM
2/27/26

EXHIBIT A



Line Table		
Line #	Direction	Length
L1	N74°32'04"W	10.49'
L2	N46°42'24"E	74.60'
L3	S47°45'34"E	10.03'
L4	S46°42'24"W	74.74'

BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC4
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45, PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

Petition for Vacation or Acceptance of Right-of-Way/Easement Within the City of St. Charles, Missouri

We, the owners of the tracts of land adjacent to 3704 New Town Boulevard, St. Charles, Missouri 63301, each lying in various width easements within the City limits of the City of St. Charles, do hereby petition the Mayor and City Council to:

- ☐ Accept said streets as Provisional Streets according to City Code 505.330.
- ☐ Accept said streets as Public Streets according to City Code 505.340.
- X Vacate said right-of-way [easement]

We the undersigned owners also understand and affirm that if public property rights do not currently exist, we shall donate and execute said donations at our expense, all land rights determined by the City as being necessary for said acceptance of streets or for vacation of right-of-way [easement] through the appropriate legal means which may include, but not necessarily be limited to resubdivision plats, deeds, easements, etc. The exact limits of the right-of-way or easements being petitioned are as follows:

A TRACT OF LAND BEING PART OF LOT 2 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 45, PAGES 335-337 OF THE ST. CHARLES COUNTY RECORDS, IN TOWNSHIP 47 NORTH, RANGE 4 EAST, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN", THENCE ALONG THE EAST LINE OF SAID LOT 2, SOUTH 01 DEGREES 32 MINUTES 04 SECONDS EAST 30.00 FEET TO THE ACTUAL POINT OF BEGINNING OF THE DESCRIPTION HEREIN; THENCE CONTINUING ALONG SAID EAST LINE OF LOT 2, THE FOLLOWING COURSES AND DISTANCES: SOUTH 01 DEGREES 32 MINUTES 04 SECONDS EAST 379.08 FEET; AND ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS SOUTH 43 DEGREES 27 MINUTES 56 SECONDS WEST 70.71 FEET AND WHOSE RADIUS POINT BEARS SOUTH 88 DEGREES 27 MINUTES 56 SECONDS WEST 50.00 FEET FROM THE LAST MENTIONED POINT, AN ARC DISTANCE OF 78.54 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT 1; THENCE LEAVING THE SAID SOUTH LINE OF LOT 1, NORTH 01 DEGREES 32 MINUTES 04 SECONDS WEST 15.00 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 43 DEGREES 27 MINUTES 56 SECONDS EAST 49.50 FEET AND WHOSE RADIUS POINT BEARS NORTH 01 DEGREES 32 MINUTES 04 SECONDS WEST 35.00 FEET FROM THE LAST MENTIONED POINT, AN ARC DISTANCE OF 54.98 FEET TO A POINT; THENCE NORTH 01 DEGREES 32 MINUTES 04 SECONDS WEST 379.08 FEET TO A POINT; THENCE NORTH 88 DEGREES 27 MINUTES 56 SECONDS

EXHIBIT E

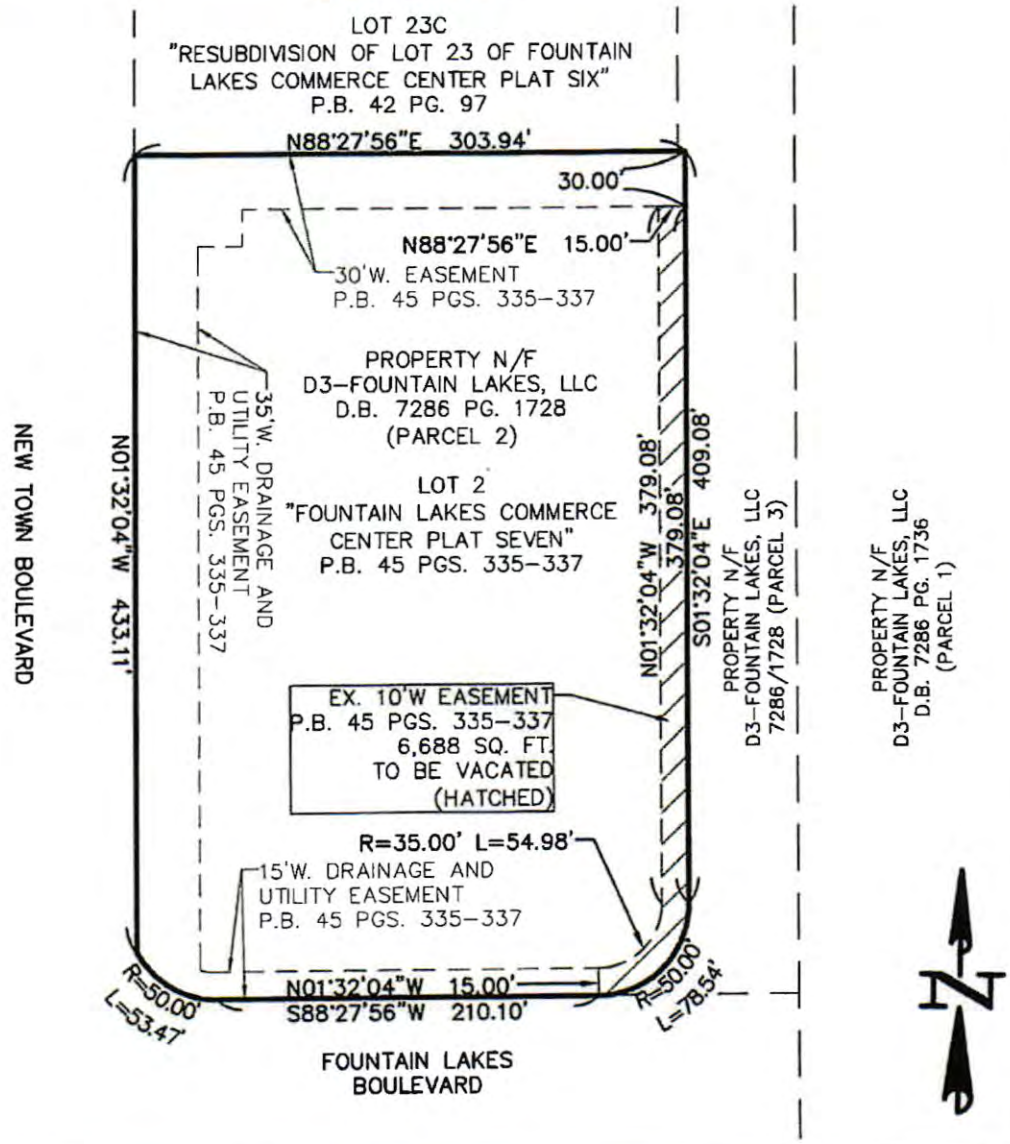
EAST 15.00 FEET TO THE POINT OF BEGINNING CONTAINING 6,688 SQUARE FEET ACCORDING TO CALCULATIONS BY BAX ENGINEERING COMPANY DURING JUNE, 2025.

Signatures of all adjoining property owners:

Signature

Drew Bextermueller
Director of Real Estate
D3 Fountain Lakes, LLC
16690 Swingley Ridge Road, 4th Floor
Chesterfield, Missouri 63017
(636) 812-1360

EXHIBIT A



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	06/26/25
DRAWN:	JLH
SCALE:	1"=100'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC5
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 2 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45, PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
6-26-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

ENGINEERING
PLANNING
SURVEYING

LAND DESCRIPTION
6,688 SQ. FT.
JUNE 26, 2025
BAX PROJECT No. 97-9085ZTBE
CEM

EASEMENT VACATION

A TRACT OF LAND BEING PART OF LOT 2 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 45, PAGES 335-337 OF THE ST. CHARLES COUNTY RECORDS, IN TOWNSHIP 47 NORTH, RANGE 4 EAST, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN", THENCE ALONG THE EAST LINE OF SAID LOT 2, SOUTH 01 DEGREES 32 MINUTES 04 SECONDS EAST 30.00 FEET TO THE ACTUAL POINT OF BEGINNING OF THE DESCRIPTION HEREIN; THENCE CONTINUING ALONG SAID EAST LINE OF LOT 2, THE FOLLOWING COURSES AND DISTANCES: SOUTH 01 DEGREES 32 MINUTES 04 SECONDS EAST 379.08 FEET; AND ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS SOUTH 43 DEGREES 27 MINUTES 56 SECONDS WEST 70.71 FEET AND WHOSE RADIUS POINT BEARS SOUTH 88 DEGREES 27 MINUTES 56 SECONDS WEST 50.00 FEET FROM THE LAST MENTIONED POINT, AN ARC DISTANCE OF 78.54 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT 1; THENCE LEAVING THE SAID SOUTH LINE OF LOT 1, NORTH 01 DEGREES 32 MINUTES 04 SECONDS WEST 15.00 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 43 DEGREES 27 MINUTES 56 SECONDS EAST 49.50 FEET AND WHOSE RADIUS POINT BEARS NORTH 01 DEGREES 32 MINUTES 04 SECONDS WEST 35.00 FEET FROM THE LAST MENTIONED POINT, AN ARC DISTANCE OF 54.98 FEET TO A POINT; THENCE NORTH 01 DEGREES 32 MINUTES 04 SECONDS WEST 379.08 FEET TO A POINT; THENCE NORTH 88 DEGREES 27 MINUTES 56 SECONDS EAST 15.00 FEET TO THE POINT OF BEGINNING CONTAINING 6,688 SQUARE FEET ACCORDING TO CALCULATIONS BY BAX ENGINEERING COMPANY DURING JUNE, 2025.



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

2025R-010983

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$ 30.00
PAGES: 4
CERTIFIED-FILED FOR RECORD
MARY E. DEMPSEY
RECORDER OF DEEDS
ST. CHARLES COUNTY, MISSOURI
BY: KJETER
ELECTRONICALLY RECORDED

RELEASE OF PLATTED EASEMENT

THIS INSTRUMENT, made this 19 day of March, 2025,

WITNESSETH THAT:

WHEREAS, there has heretofore been granted to SPIRE MISSOURI INC., a Missouri corporation, (**"GRANTOR"**), a platted easement(s) ("Easement") in certain land located upon Lot 2 of Fountain Lakes Commerce Center Plat Seven, a subdivision filed for record in Plat Book 45 at Page 335 through 337 of the St. Charles County, Missouri Records wherein the nature and extent of the Easement and the lands affected are described; and

WHEREAS the present owner, D3-FOUNTAIN LAKES, LLC (**"GRANTEE"**) of the lands so affected, has requested that **GRANTOR** release the Easement and **GRANTOR** is willing to do so to the extent hereinafter described.

NOW THEREFORE, in consideration of One Dollar ($1.00) in hand paid to **GRANTOR** by said **GRANTEE**, the receipt of which is hereby acknowledged, **GRANTOR** hereby RELEASES AND QUITCLAIMS to said GRANTEE all of **GRANTOR'S** right, title and interest in and to that Easement as depicted and shown hachured on the attached plat designated as "Exhibit A Pages 1 and 2 and titled 'Easement Vacate'.

IN WITNESS WHEREOF, **GRANTOR** has caused this instrument to be signed by its Senior Vice President, Engineering, Gas Supply & Operation Services the day and year first above written.

SPIRE MISSOURI INC.

Legal Dept. Approval to Form: DPA

Mark Lowe
Senior Vice President, Engineering,
Gas Supply and Operations Services

Engineering Dept. Approval: NAE

System Planning Approval: PC

Right of Way Dept. Approval: AG

STATE OF MISSOURI)
) ss.
CITY OF ST. LOUIS)

On the 19 day of March, 2025,

before me, (Insert Notary's name) John Lair, a notary public in and for said state, appeared Mark Lowe, to me personally known, who being by me duly sworn, did say that he is the Senior Vice President, Engineering, Gas Supply and Operations Services of SPIRE MISSOURI INC., and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said Mark Lowe acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires: 1/29/2026

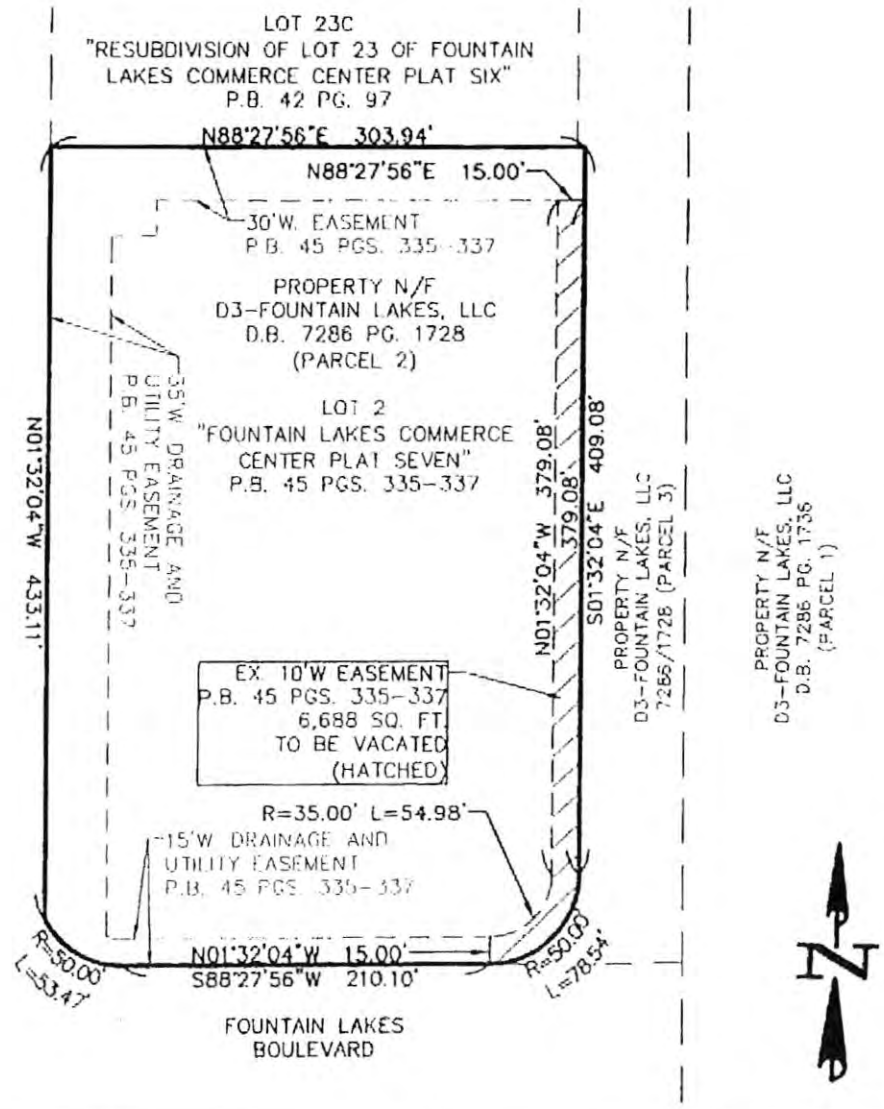
Notary Public

John Lair

Printed Name

JOHN LAIR
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Jan. 29, 2026
Commission #18103602

EXHIBIT A PAGE 1



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS

DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=100'
PROJECT:	90852TBE
FILE:	90852TBEVAC5
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

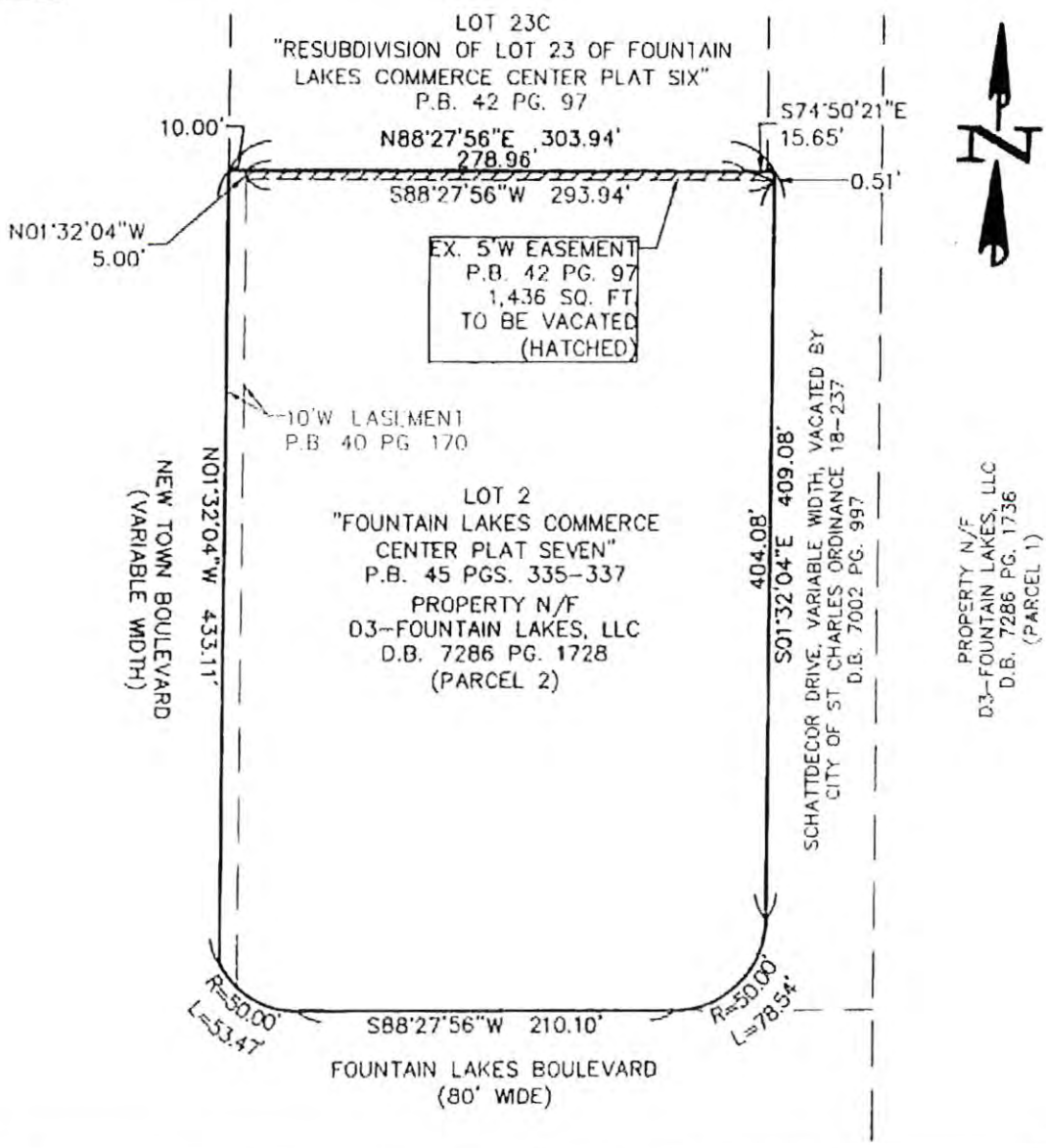
EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 2 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45, PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
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2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	02/26/25
DRAWN:	CEM
SCALE:	1"=100'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC12
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

EASEMENT VACATE

A TRACT OF LAND BEING
PART OF LOT 2 OF
"FOUNTAIN LAKES COMMERCE
CENTER PLAT SEVEN"
PLAT BOOK 45, PAGES 335-337,
TOWNSHIP 47 NORTH, RANGE 4 EAST
CITY OF ST. CHARLES,
ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
2-27-25
PROFESSIONAL LAND SURVEYOR

2025R-019355
05/12/2025 12:08:17 PM
$ 30.00
PAGES: 4
CERTIFIED-FILED FOR RECORD
MARY E. DEMPSEY
RECORDER OF DEEDS
ST. CHARLES COUNTY, MISSOURI
BY: CGRAF
ELECTRONICALLY RECORDED

DOCUMENT TYPE:	RELEASE OF EASEMENT
DATE OF DOCUMENT:	MARCH 27, 2025
GRANTOR:	SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a AT&T MISSOURI 12930 OLIVE BOULEVARD CREVE COEUR, MISSOURI 63141
GRANTEE:	FOUNTAIN LAKES, LLC 16690 SWINGLEY RIDGE ROAD, 4TH FLOOR CHESTERFEILD MISSOURI, 63017
LEGAL DESCRIPTION:	A TRACT OF LAND BEING PART OF LOT 2 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN", PLAT BOOK 45, PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI
REFERENCE BOOK AND PAGE:	PLAT BOOK 45, PAGES 335-337

at&t

SOUTHWESTERN BELL TELEPHONE COMPANY
RELEASE OF EASEMENT

Executed: 3-27-25

THIS RELEASE OF EASEMENT, entered into by ***SOUTHWESTERN BELL TELEPHONE COMPANY, d/b/a AT&T MISSOURI,*** *(120 N 2ND ST, FESTUS, MO 63028), GRANTOR, AND FOUNTAIN LAKES, LLC, GRANTEE*, wherein GRANTOR in consideration of One Dollar ($1.00) and other valuable consideration, receipt of which is hereby acknowledged, does by these presents ABANDON, RELEASE, RELINQUISH AND DISCLAIM to GRANTEE, as is, all or a specific portion of a certain easement for telecommunication purposes hereinafter described that affects land owned by GRANTEE situated in The City of St Charles ST CHARLES COUNTY, MISSOURI, and described as follows

PART OF

LOT 2
"FOUNTAIN LAKES COMMERCE
CENTER PLAT SEVEN"
P.B. 45 PGS. 335-337

EX. 10'W EASEMENT
P.B. 45 PGS. 335-337
6,688 SQ. FT.

Said land of GRANTEE being subject to:

A TRACT OF LAND BEING PART OF LOT 2 OF
"FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN"
PLAT BOOK 45, PAGES 335-337,
WITHIN FRACTIONAL SECTION 13,
TOWNSHIP 47 NORTH, RANGE 4 EAST
CITY OF ST. CHARLES,
ST. CHARLES COUNTY, MISSOURI

The area of said easements to be hereby released is described as follows: The area depicted as hachured **(//////////)** on the Easement Release Plat, marked Exhibit "A" and attached hereto, and made a part thereof.

TO HAVE AND TO HOLD same, together with all rights and appurtenances to the same belonging, unto GRANTEE(S), their heirs, successors and assigns forever.

IN WITNESS WHEREOF, GRANTOR has caused this Release of Easement to be executed by its duly authorized officers this 27 day of MARCH 2025

SOUTHWESTERN BELL TELEPHONE COMPANY (d/b/a AT&T MISSOURI)

Name: CHRIS LAPORTE

Title: SPECIALIST OSP DESIGN ENGINEER

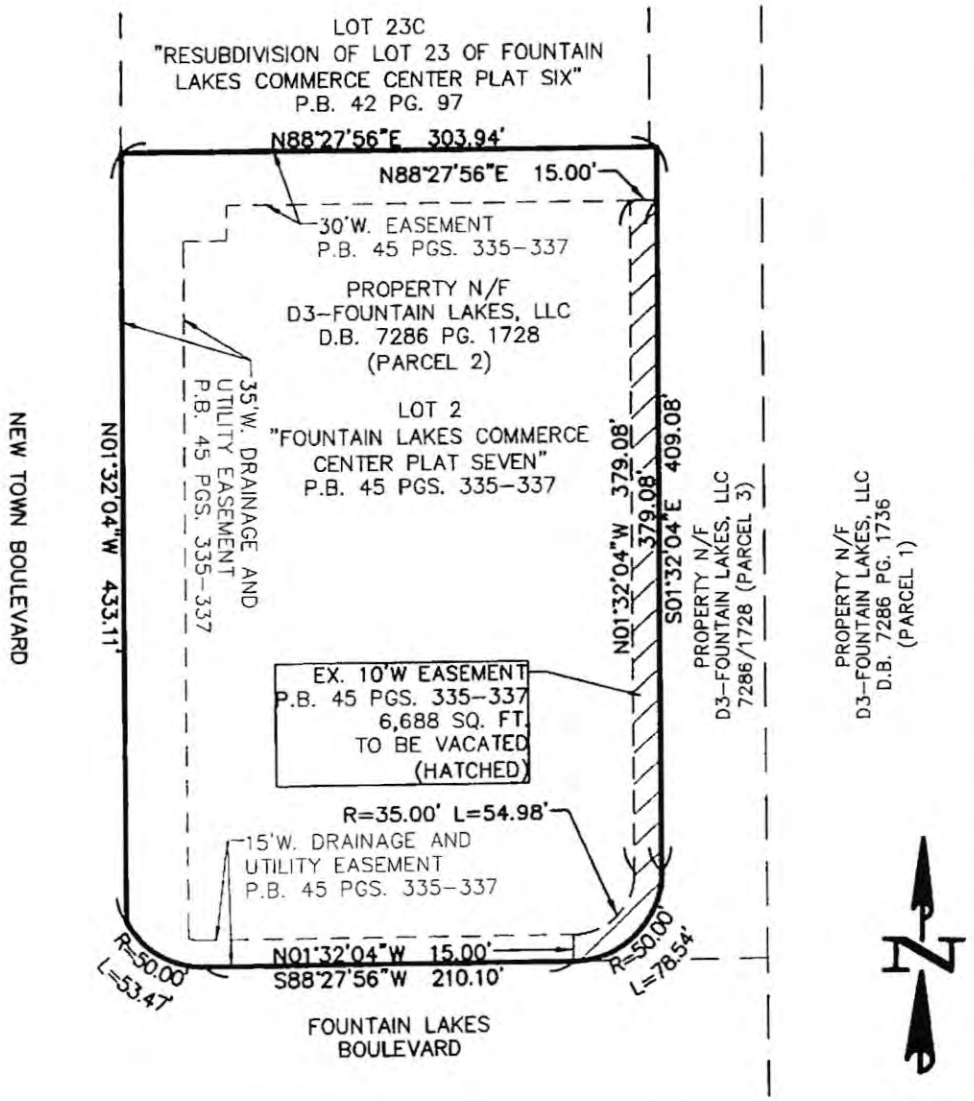
THE STATE OF MISSOURI
COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, on this day personally appeared CHRIS LAPORTE, known to me to be the person whose name is subscribed to the foregoing instrument as the SR SPECIALIST OSP DESIGN ENGINEER of SOUTHWESTERN BELL TELEPHONE COMPANY (d/b/a AT&T Missouri), a corporation, and acknowledged to me that he executed the same for purposes and considerations therein expressed in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 27th day of March 2025

Notary Public

EXHIBIT A



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=100'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC5
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 2 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45, PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

2025R-043120

09/30/2025 08:42:42 AM
$ 60.00
PAGES: 14
CERTIFIED-FILED FOR RECORD
MARY E. DEMPSEY
RECORDER OF DEEDS
ST. CHARLES COUNTY, MISSOURI
BY: GOLMSTED
ELECTRONICALLY RECORDED

DOCUMENT TYPE:	VACATION OF EASEMENT
DATE OF DOCUMENT:	SEPTEMBER 4, 2025
GRANTOR:	CHARTER COMMUNICATIONS ENTERTAINMENT I, LLC 941 CHARTER COMMONS TOWN AND COUNTRY, MISSOURI 63017
GRANTEE:	D3 FOUNTAIN LAKES LLC 16690 SWINGLEY RIDGE ROAD, 4TH FLOOR CHESTERFEILD MISSOURI, 63017
LEGAL DESCRIPTION:	A TRACT OF LAND BEING PART OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" AND "FOUNTAIN LAKES COMMERCE CENTER PLAT SIX", TOWNSHIP 47 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI
REFERENCE BOOK AND PAGE:	PLAT BOOK 45, PAGES 335-337 PLAT BOOK 42, PAGE 97

Charter
COMMUNICATIONS

Aaron Detwiler
Field Operations AVP
Charter Spectrum Communications

VACATION OF EASEMENT

WHEREAS, an easement for broadband cable communications placement within the dedicated utility easement has been granted to Charter Communications Entertainment I, LLC ("Charter"), **The Grantor** located at 941 Charter Commons Town & Country, MO 63017 by St. Louis County, Missouri. A tract of land being part of Lots 1,2,23C, of Fountain Lakes Commerce Center Plat Seven, Plat book 45,Pages 335-337,within fractional section 13, ,Township 45 North, Ranch 4 East, St. Charles County, Missouri, St. Louis County, Missouri and it is the purpose and intent of Charter to release a portion of such easement rights.

NOW THEREFORE, Charter does hereby relinquish and release that portion of its easement rights to **Grantee** Fountain Lakes, LLC to place or maintain permanent facilities within the area of the easement shown on **Exhibits A**. Except for the release of the hatched area described herein, the remaining easement rights and interests granted to Charter pursuant to the aforementioned plat shall remain in full force and effect.

IN WITNESS THEREOF, Charter has caused this document to be executed as of the 4th day of September 2025.

Charter Communications Entertainment I, LLC, a Delaware limited liability company
By its manager: Charter Communications, Inc., a Delaware corporation

By:
Aaron Detwiler
Title: Field Operations AVP, Charter Spectrum Communications

Charter
COMMUNICATIONS

STATE OF ILLINOIS)

COUNTY OF MADISON)

On this 4th day of September 2025, before me appeared Aaron Detwiler, who being by me duly sworn, did say that he is a Field Operations Area Vice President of Charter Communications Inc., a Delaware corporation, that this instrument was signed on behalf of said company by authority of its board of directors, and that Aaron Detwiler declared that his signature placed hereon was the free act and deed of said company.

IN TESTIMONY WHEREOF, I have here unto set my hand on the day and year and in the County and State last written above.

Cathy Ann Wagner-Black

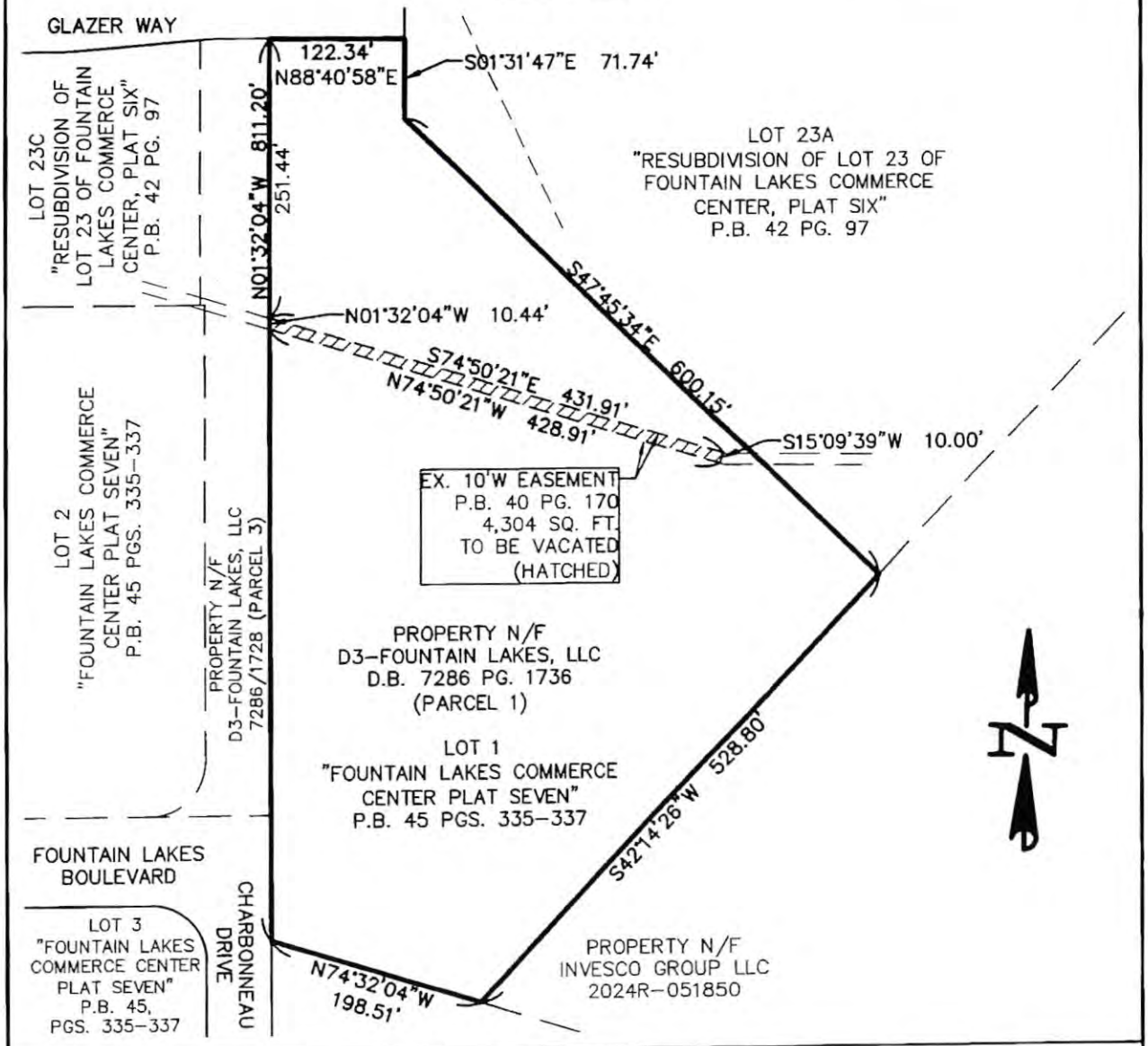
Cathy Ann Wagner-Black - Notary Public

My Commission Expires:

July 14th 2029

OFFICIAL SEAL
CATHY ANN WAGNER-BLACK
Notary Public, State of Illinois
Commission No. 1013570
My Commission Expires
July 14, 2029

EXHIBIT A



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
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2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC1
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

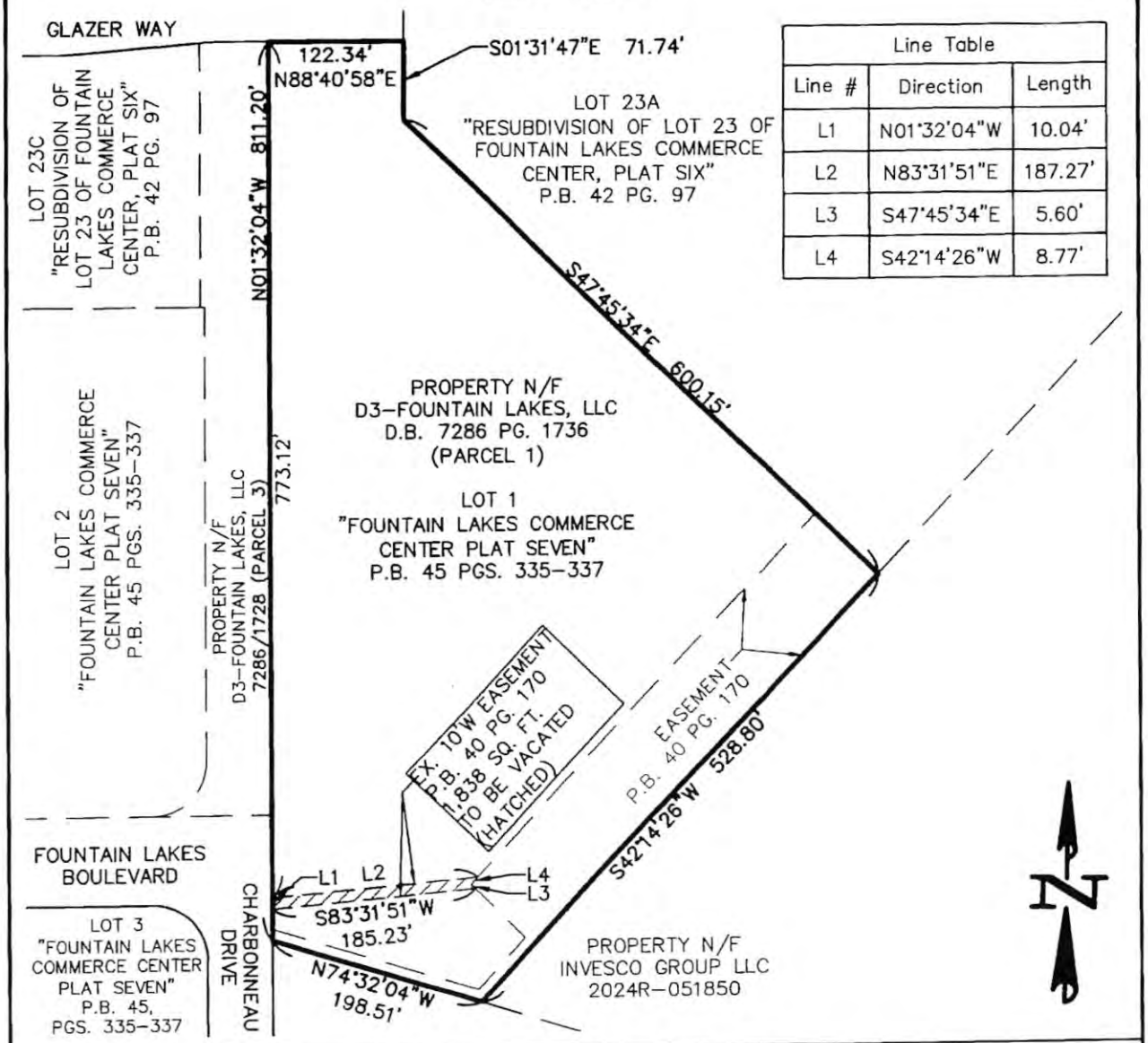
EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45, PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY G. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



Line Table		
Line #	Direction	Length
L1	N01°32'04"W	10.04'
L2	N83°31'51"E	187.27'
L3	S47°45'34"E	5.60'
L4	S42°14'26"W	8.77'

BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC2
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

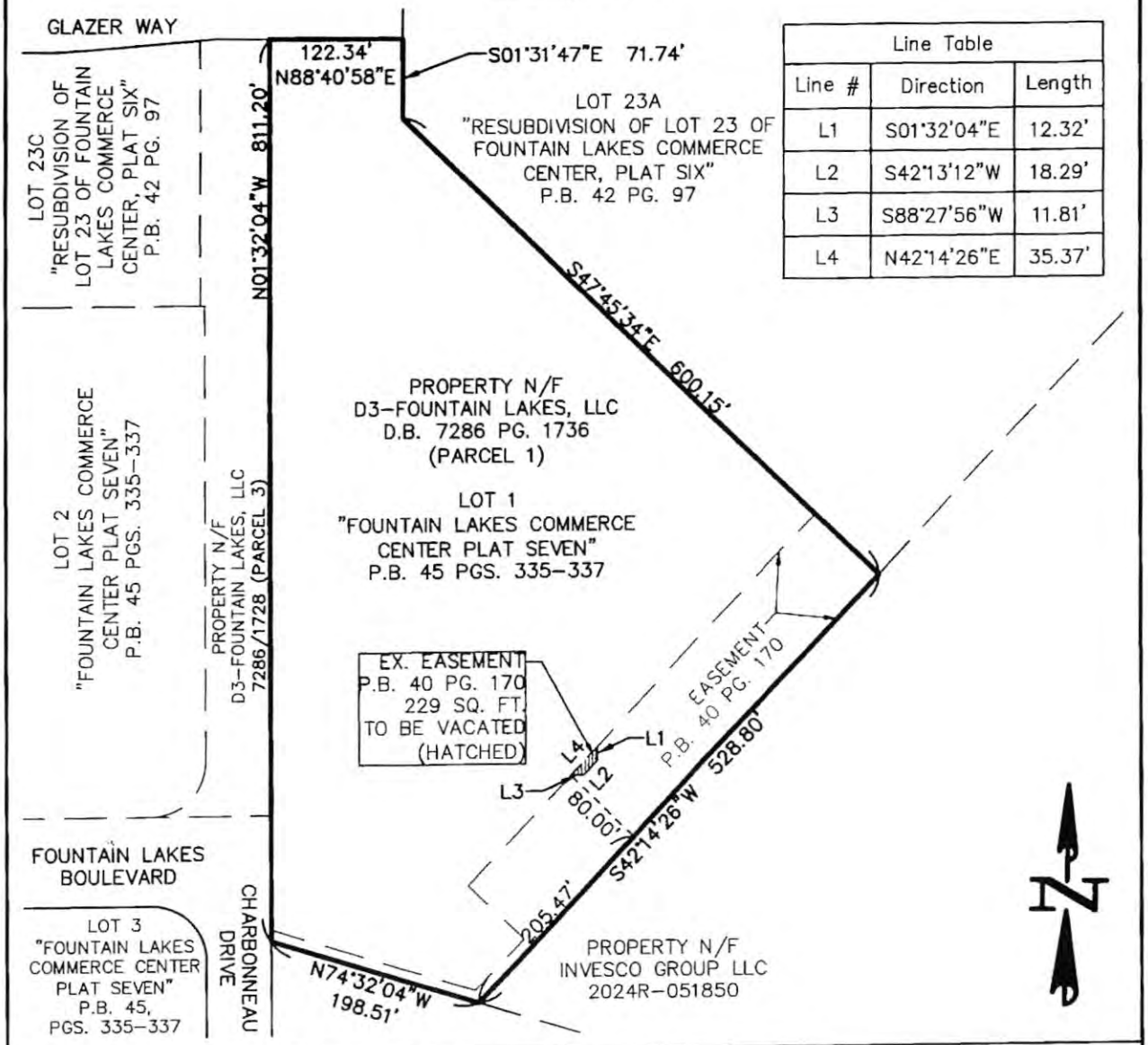
EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45, PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



Line Table		
Line #	Direction	Length
L1	S01°32'04"E	12.32'
L2	S42°13'12"W	18.29'
L3	S88°27'56"W	11.81'
L4	N42°14'26"E	35.37'

BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
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2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	01/27/25
DRAWN:	DVD
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC3
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

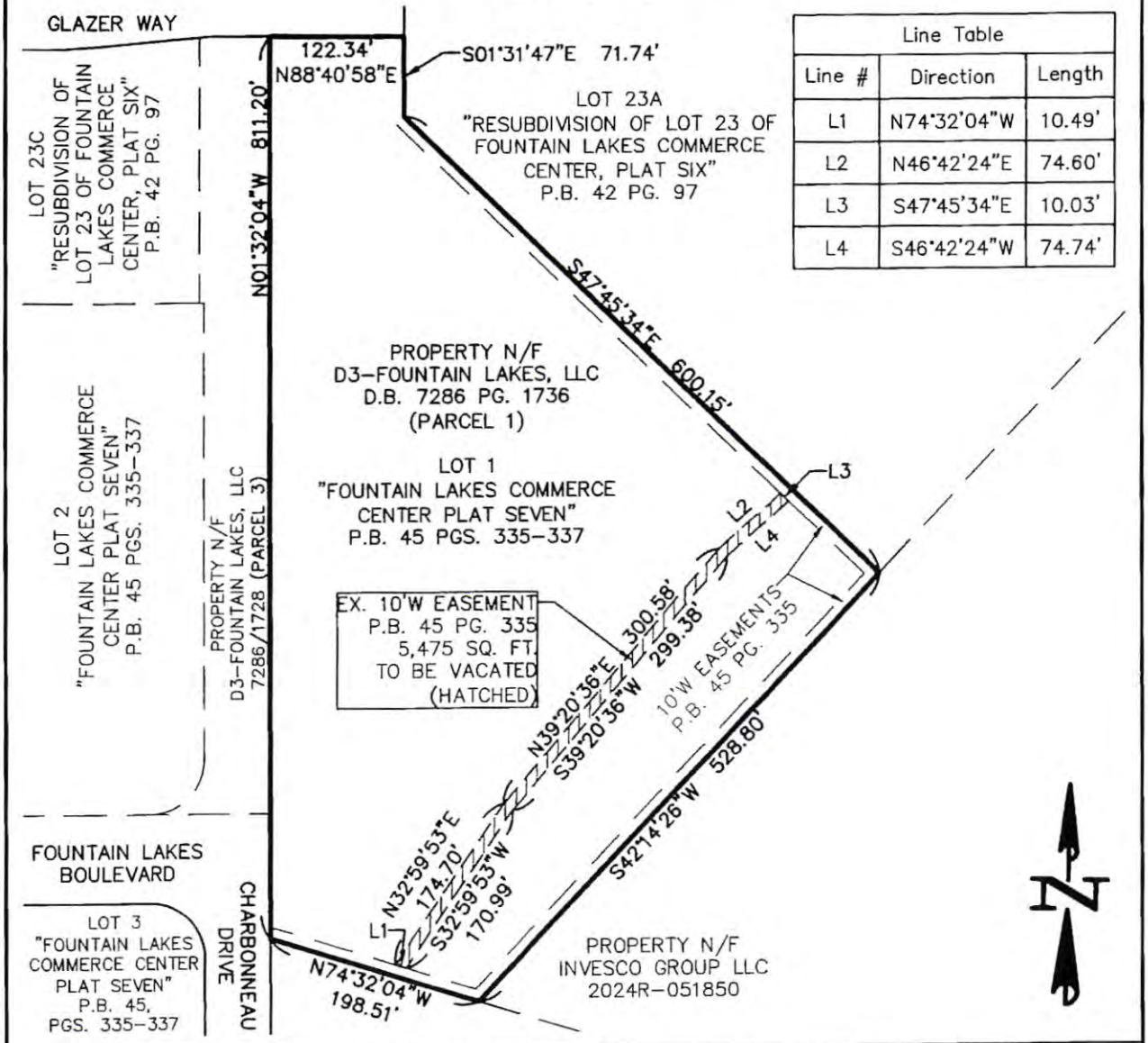
EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45 PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



Line Table		
Line #	Direction	Length
L1	N74°32'04"W	10.49'
L2	N46°42'24"E	74.60'
L3	S47°45'34"E	10.03'
L4	S46°42'24"W	74.74'

BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
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2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC4
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

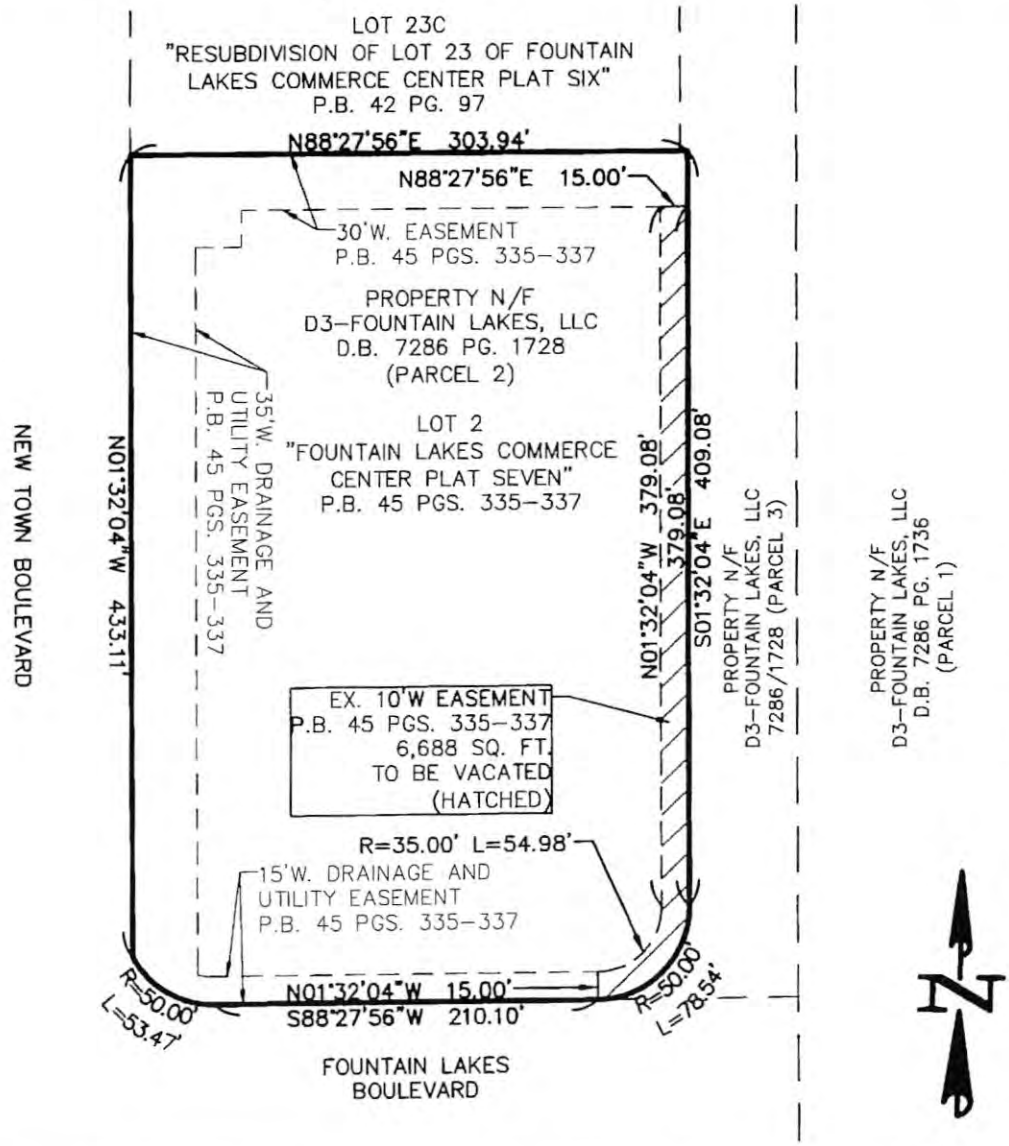
EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45, PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=100'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC5
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

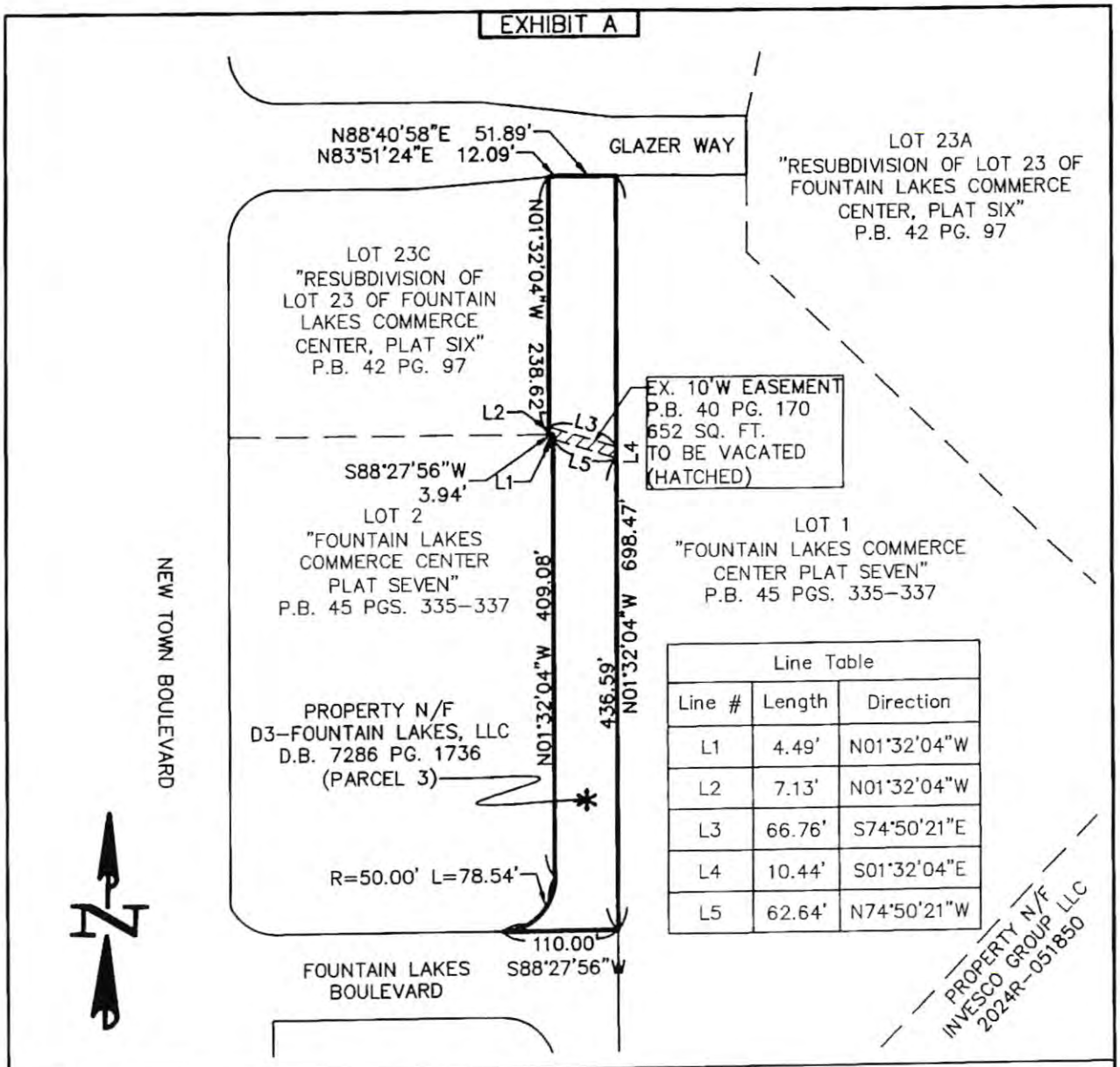
EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 2 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45, PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



Line Table		
Line #	Length	Direction
L1	4.49'	N01°32'04"W
L2	7.13'	N01°32'04"W
L3	66.76'	S74°50'21"E
L4	10.44'	S01°32'04"E
L5	62.64'	N74°50'21"W

BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
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2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC6
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

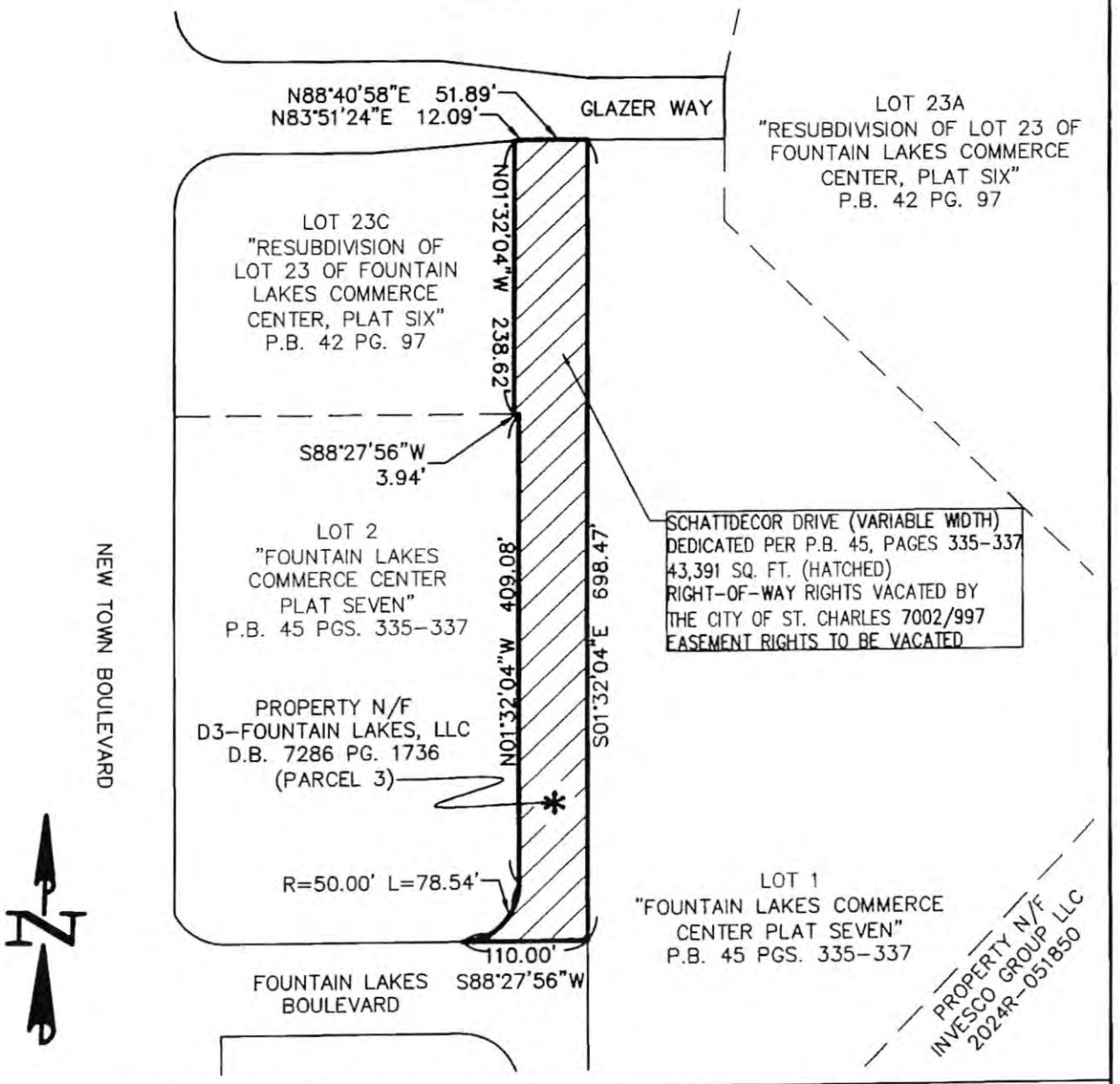
EASEMENT VACATE

A TRACT OF LAND BEING PART OF VACATED SCHATTDECOR DRIVE, VARIABLE WIDTH OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45 PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	02/04/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC10
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

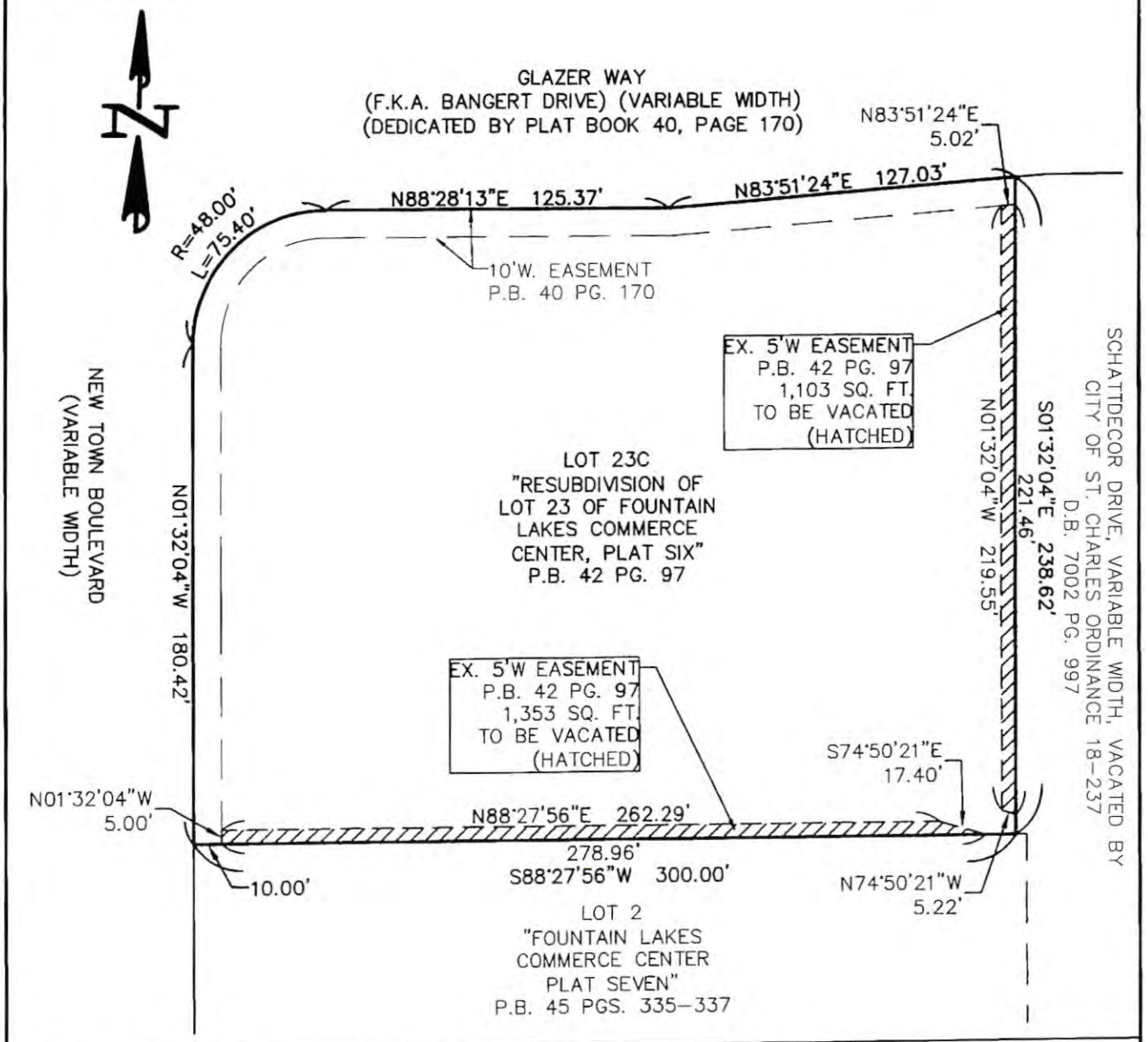
EASEMENT VACATE

A TRACT OF LAND BEING PART OF VACATED SCHATTDECOR DRIVE, VARIABLE WIDTH OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45 PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
2-4-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
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DATE:	02/26/25
DRAWN:	CEM
SCALE:	1"=60'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC11
SHEET:	1 OF 1

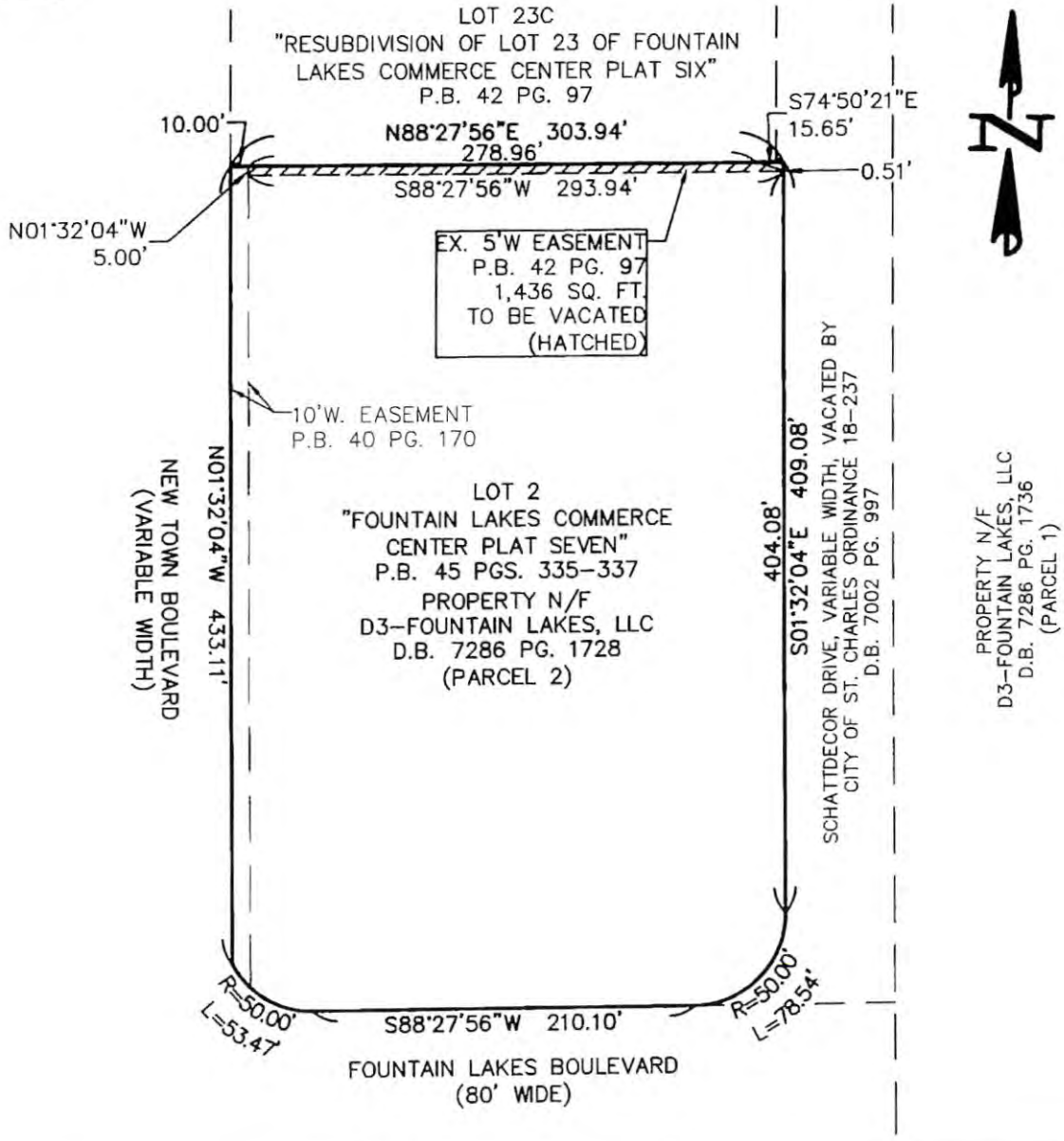
MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

EASEMENT VACATE

A TRACT OF LAND BEING
PART OF LOT 23C OF
"RESUBDIVISION OF LOT 23C OF
FOUNTAIN LAKES COMMERCE CENTER PLAT SIX"
PLAT BOOK 42, PAGE 97
TOWNSHIP 47 NORTH, RANGE 4 EAST
CITY OF ST. CHARLES,
ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
2-27-25
PROFESSIONAL LAND SURVEYOR

EXHIBIT A



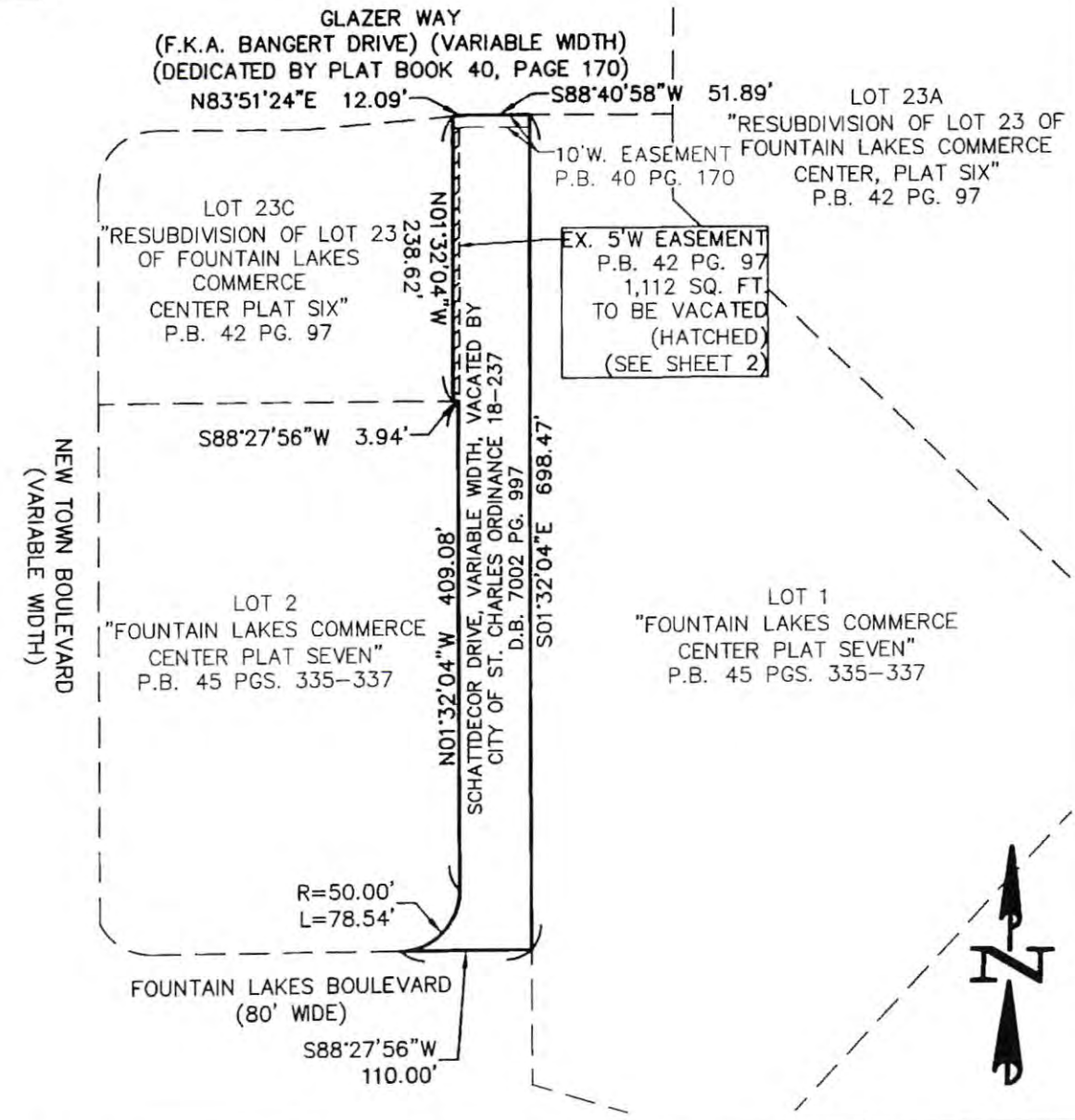
BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
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DATE: 02/26/25	EASEMENT VACATE
DRAWN: CEM	A TRACT OF LAND BEING PART OF LOT 2 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45, PAGES 335-337, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI
SCALE: 1"=100'	
PROJECT: 9085ZTBE	
FILE:9085ZTBEVAC12	
SHEET: 1 OF 1	
MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144	

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
2-27-25
PROFESSIONAL LAND SURVEYOR

EXHIBIT A



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
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DATE:	02/26/25
DRAWN:	CEM
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC13
SHEET:	1 OF 2

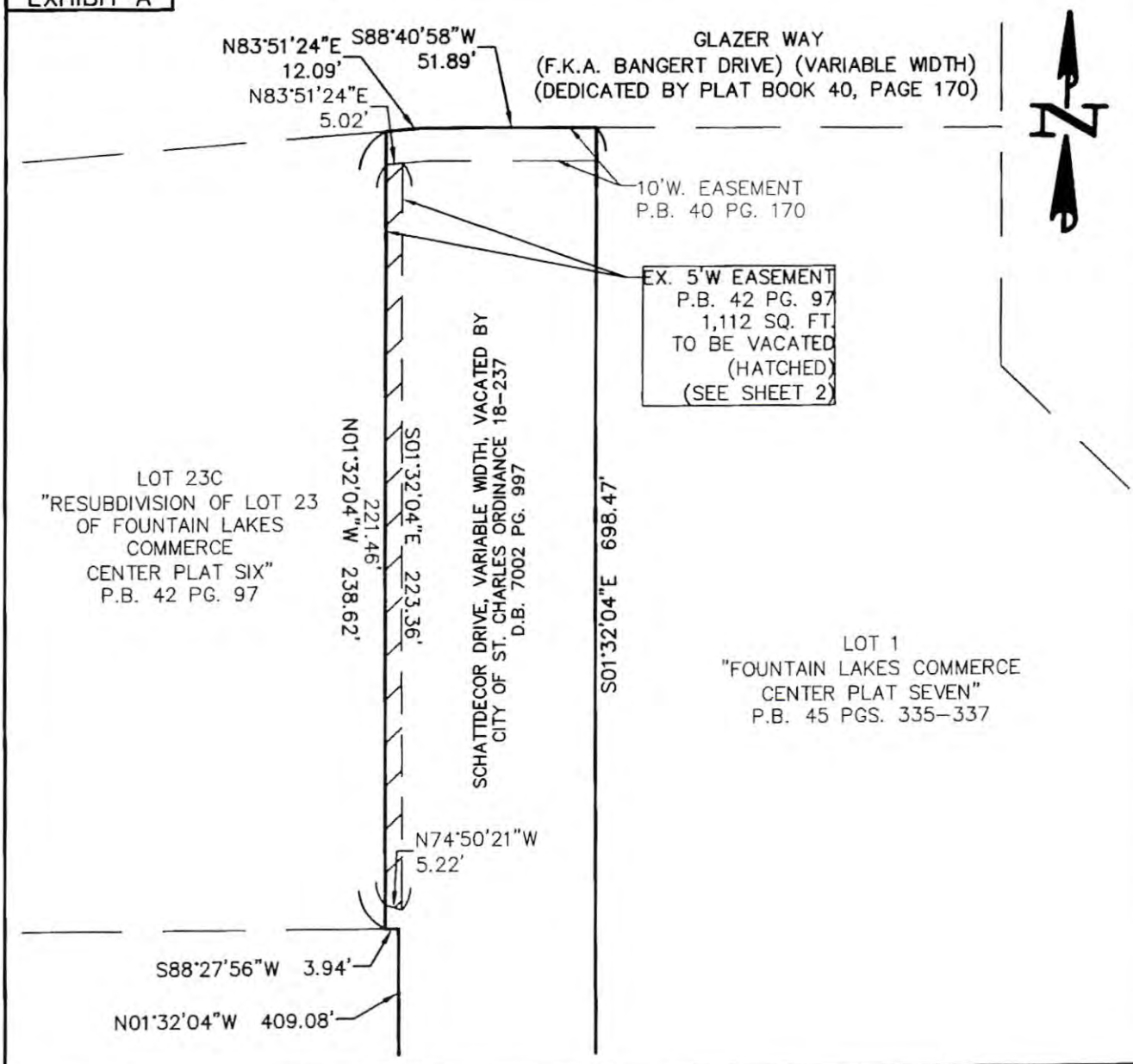
MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

EASEMENT VACATE

A TRACT OF LAND BEING
PART OF VACATED SCHATTDECOR DRIVE,
VARIABLE WIDTH OF
"FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN"
PLAT BOOK 45 PAGES 335-337,
TOWNSHIP 47 NORTH, RANGE 4 EAST
CITY OF ST. CHARLES,
ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY R. SEGER
NUMBER
PLS-2015017835
2-27-25
PROFESSIONAL LAND SURVEYOR

EXHIBIT A



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
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2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	02/26/25
DRAWN:	CEM
SCALE:	1"=50'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC13
SHEET:	2 OF 2

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

EASEMENT VACATE

A TRACT OF LAND BEING
PART OF VACATED SCHATTDECOR DRIVE,
VARIABLE WIDTH OF
"FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN"
PLAT BOOK 45 PAGES 335-337,
TOWNSHIP 47 NORTH, RANGE 4 EAST
CITY OF ST. CHARLES,
ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
2-27-25
PROFESSIONAL LAND SURVEYOR

2026R-011235
03/11/2026 10:44:16 AM
$ 30.00
PAGES: 4
CERTIFIED-FILED FOR RECORD
MARY E. DEMPSEY
RECORDER OF DEEDS
ST. CHARLES COUNTY, MISSOURI
BY: CGRAF
ELECTRONICALLY RECORDED

REMS INFORMATION
Agreement ID: UEC-202603-63394
Project ID: 83318

PARTIAL RELEASE OF PLATTED EASEMENT RIGHTS

D3 Fountain Lakes LLC
Fountain Lakes Commerce Center Lot 2
Gateway Division-St Charles District

KNOW ALL MEN THESE PRESENTS, this 10 day of March, 2026, that **UNION ELECTRIC COMPANY d/b/a AMEREN MISSOURI**, a Missouri corporation (hereinafter "Ameren") is a holder of certain easement rights for utility purposes (hereinafter collectively referred to as "Easement") that were dedicated by THE MILLSTONE COMPANY pursuant to the plat recorded in Plat Book 45, Pages 335-337, in the Office of the Recorder of Deeds, for the County of St. Charles, State of Missouri.

WHEREAS Ameren, as a holder of said Easement, intends to release a PART of the Easement.

NOW THEREFORE, for and in consideration of Ten and No/100th Dollars ($10.00), the receipt of which is hereby acknowledged, Ameren hereby releases only that PART of the Easement that is illustrated in Exhibit "A2" attached hereto and made a part hereof and described below:

> The area of the platted easement identified for release that appear on Exhibit A2 depicts a tract of land being part of Lot 2 of "Fountain Lakes Commerce Center Plat Seven" in Plat Book 45, Pages 335-337, Township 47 North, Range 4 East, City of St. Charles, St. Charles County, Missouri.

It is expressly understood and agreed that the interests of other parties, if any, mentioned in the aforesaid Easement are hereby reserved and remain in full force and effect.

This Partial Release of Platted Easement Rights is not intended to and shall not in any way affect other easements which Ameren owns or has a right to use in said Subdivision.

IN WITNESS WHEREOF, Ameren has hereunto caused this Partial Release of Platted Easement Rights to be executed on the date hereinabove written.

UNION ELECTRIC COMPANY d/b/a AMEREN MISSOURI

By: Janice Wenzel

Name: Janice Wenzel

Title: Director, Real Estate

ALL PURPOSE NOTARY ACKNOWLEDGMENT

STATE OF **MISSOURI**
COUNTY OF
OR CITY OF **St. Louis** } SS

On this 10 day of March, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared (print or type names of signatories):

Janice Wenzel

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Capacity Claimed By Signator(s)

☐ Individual(s)	☐ Corporate	☐ Limited Liability Company	☐ Partner(s)
☐ Trustee(s)	Title(s) of Officer(s):	Member(s)/Manager(s):	☐ Limited Partnership
☐ Executor(s)	Director, Real Estate		☐ General Partnership
☐ Administrator(s)			☐ Other (Specify Below):
☐ Attorney-In-Fact			
☐ Conservator(s)			
☐ Guardian(s)			

April 20, 2027
My Commission Expires

Notary Public

Affix Notary Stamp Below

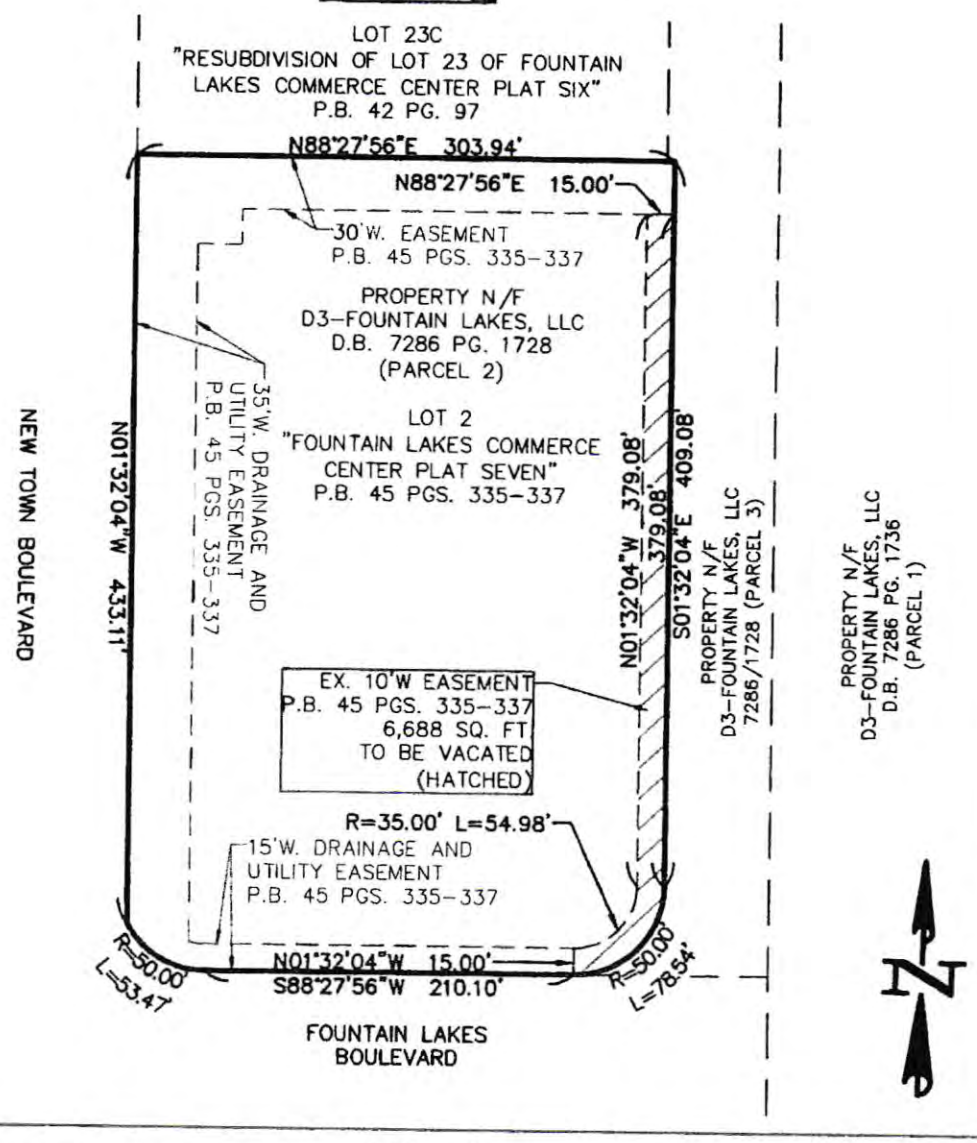
KATIE KRUEGER
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis City
My Commission Expires: Apr. 20, 2027
Commission # 23660628

Prepared By: K. McWhorter

Return To: K. McWhorter

KNM
3/4/26

EXHIBIT A2



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=100'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC5
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 2 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45, PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

Petition for Vacation or Acceptance of Right-of-Way/Easement Within the City of St. Charles, Missouri

We, the owners of the tracts of land adjacent to 3704 New Town Boulevard, St. Charles, Missouri 63301, each lying in various width easements within the City limits of the City of St. Charles, do hereby petition the Mayor and City Council to:

- ☐ Accept said streets as Provisional Streets according to City Code 505.330.
- ☐ Accept said streets as Public Streets according to City Code 505.340.
- X Vacate said right-of-way [easement]

We the undersigned owners also understand and affirm that if public property rights do not currently exist, we shall donate and execute said donations at our expense, all land rights determined by the City as being necessary for said acceptance of streets or for vacation of right-of-way [easement] through the appropriate legal means which may include, but not necessarily be limited to resubdivision plats, deeds, easements, etc. The exact limits of the right-of-way or easements being petitioned are as follows:

A TRACT OF LAND BEING PART OF LOT 2 OF "FOUNTAIN LAKES COMMERCE CENTER, PLAT SEVEN", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 45, PAGES 335-337 OF THE ST. CHARLES COUNTY RECORDS, IN TOWNSHIP 47 NORTH, RANGE 4 EAST, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 23C OF "RESUBDIVISION OF LOT 23 OF FOUNTAIN LAKES COMMERCE CENTER PLAT SIX", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 42 PAGE 97 OF SAID RECORDS; THENCE ALONG THE SOUTH LINE OF SAID LOT 23C, NORTH 88 DEGREES 27 MINUTES 56 SECONDS EAST 10.00 FEET TO THE ACTUAL POINT OF BEGINNING OF THE DESCRIPTION HEREIN; THENCE CONTINUING ALONG SAID SOUTH LINE OF LOT 23C, NORTH 88 DEGREES 27 MINUTES 56 SECONDS EAST 278.96 FEET TO A POINT; THENCE LEAVING SAID SOUTH LINE OF LOT 23C, SOUTH 74 DEGREES 50 MINUTES 21 SECONDS EAST 15.65 FEET TO A POINT ON THE EAST LINE OF AFORESAID LOT 2 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN"; THENCE ALONG SAID EAST LINE OF LOT 2, SOUTH 01 DEGREES 32 MINUTES 04 SECONDS EAST 0.51 FEET TO A POINT; THENCE LEAVING SAID EAST LINE OF LOT 2, SOUTH 88 DEGREES 27 MINUTES 56 SECONDS WEST 293.94 FEET TO A POINT; THENCE NORTH 01 DEGREES 32 MINUTES 04 SECONDS WEST 5.00 FEET TO THE POINT OF BEGINNING CONTAINING 1,436 SQUARE FEET ACCORDING TO CALCULATIONS BY BAX ENGINEERING COMPANY DURING JUNE, 2025.

EXHIBIT F

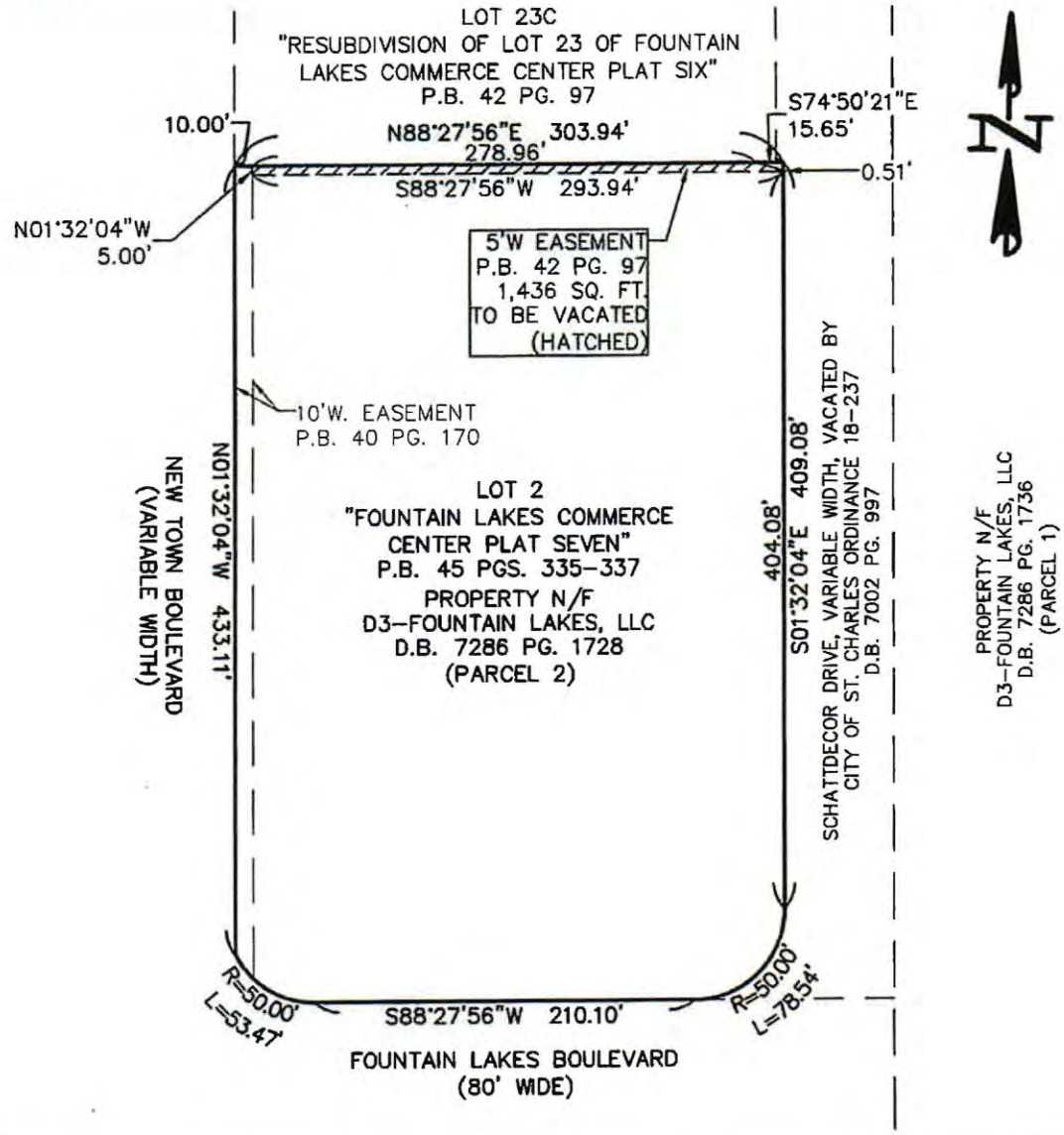
Signatures of all adjoining property owners:



Signature

Drew Bextermueller
Director of Real Estate
D3 Fountain Lakes, LLC
16690 Swingley Ridge Road, 4th Floor
Chesterfield, Missouri 63017
(636) 812-1360

EXHIBIT A



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	06/26/25
DRAWN:	CEM
SCALE:	1"=100'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC12
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

EASEMENT VACATE

A TRACT OF LAND BEING
PART OF LOT 2 OF
"FOUNTAIN LAKES COMMERCE
CENTER PLAT SEVEN"
PLAT BOOK 45, PAGES 335-337,
TOWNSHIP 47 NORTH, RANGE 4 EAST
CITY OF ST. CHARLES,
ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
6-26-25
PROFESSIONAL LAND SURVEYOR

ENGINEERING
PLANNING
SURVEYING

LAND DESCRIPTION
1,436 SQ. FT. VACATION
JUNE 26, 2025
BAX PROJECT No. 97-9085ZTBE
CEM

EASEMENT VACATION

A TRACT OF LAND BEING PART OF LOT 2 OF "FOUNTAIN LAKES COMMERCE CENTER, PLAT SEVEN", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 45, PAGES 335-337 OF THE ST. CHARLES COUNTY RECORDS, IN TOWNSHIP 47 NORTH, RANGE 4 EAST, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 23C OF "RESUBDIVISION OF LOT 23 OF FOUNTAIN LAKES COMMERCE CENTER PLAT SIX", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 42 PAGE 97 OF SAID RECORDS; THENCE ALONG THE SOUTH LINE OF SAID LOT 23C, NORTH 88 DEGREES 27 MINUTES 56 SECONDS EAST 10.00 FEET TO THE ACTUAL POINT OF BEGINNING OF THE DESCRIPTION HEREIN; THENCE CONTINUING ALONG SAID SOUTH LINE OF LOT 23C, NORTH 88 DEGREES 27 MINUTES 56 SECONDS EAST 278.96 FEET TO A POINT; THENCE LEAVING SAID SOUTH LINE OF LOT 23C, SOUTH 74 DEGREES 50 MINUTES 21 SECONDS EAST 15.65 FEET TO A POINT ON THE EAST LINE OF AFORESAID LOT 2 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN"; THENCE ALONG SAID EAST LINE OF LOT 2, SOUTH 01 DEGREES 32 MINUTES 04 SECONDS EAST 0.51 FEET TO A POINT; THENCE LEAVING SAID EAST LINE OF LOT 2, SOUTH 88 DEGREES 27 MINUTES 56 SECONDS WEST 293.94 FEET TO A POINT; THENCE NORTH 01 DEGREES 32 MINUTES 04 SECONDS WEST 5.00 FEET TO THE POINT OF BEGINNING CONTAINING 1,436 SQUARE FEET ACCORDING TO CALCULATIONS BY BAX ENGINEERING COMPANY DURING JUNE, 2025.



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

2025R-010983

03/20/2025 02:22:09 PM
$ 30.00
PAGES: 4
CERTIFIED-FILED FOR RECORD
MARY E. DEMPSEY
RECORDER OF DEEDS
ST. CHARLES COUNTY, MISSOURI
BY: KJETER
ELECTRONICALLY RECORDED

RELEASE OF PLATTED EASEMENT

THIS INSTRUMENT, made this 19 day of March, 2025,

WITNESSETH THAT:

WHEREAS, there has heretofore been granted to SPIRE MISSOURI INC., a Missouri corporation, **("GRANTOR"),** a platted easement(s) ("Easement") in certain land located upon Lot 2 of Fountain Lakes Commerce Center Plat Seven, a subdivision filed for record in Plat Book 45 at Page 335 through 337 of the St. Charles County, Missouri Records wherein the nature and extent of the Easement and the lands affected are described; and

WHEREAS the present owner, D3-FOUNTAIN LAKES, LLC **("GRANTEE")** of the lands so affected, has requested that **GRANTOR** release the Easement and **GRANTOR** is willing to do so to the extent hereinafter described.

NOW THEREFORE, in consideration of One Dollar ($1.00) in hand paid to **GRANTOR** by said **GRANTEE**, the receipt of which is hereby acknowledged, **GRANTOR** hereby RELEASES AND QUITCLAIMS to said GRANTEE all of **GRANTOR'S** right, title and interest in and to that Easement as depicted and shown hachured on the attached plat designated as "Exhibit A Pages 1 and 2 and titled 'Easement Vacate'.

IN WITNESS WHEREOF, **GRANTOR** has caused this instrument to be signed by its Senior Vice President, Engineering, Gas Supply & Operation Services the day and year first above written.

SPIRE MISSOURI INC.

Legal Dept. Approval to Form: DPA

Mark Lowe
Senior Vice President, Engineering,
Gas Supply and Operations Services

Engineering Dept. Approval: NAE

System Planning Approval: PC

Right of Way Dept. Approval: AG

STATE OF MISSOURI)
) ss.
CITY OF ST. LOUIS)

On the 19 day of March, 2025,

before me, (insert Notary's name) John Lair, a notary public in and for said state, appeared Mark Lowe, to me personally known, who being by me duly sworn, did say that he is the Senior Vice President, Engineering, Gas Supply and Operations Services of SPIRE MISSOURI INC., and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said Mark Lowe acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires: 1/29/2026

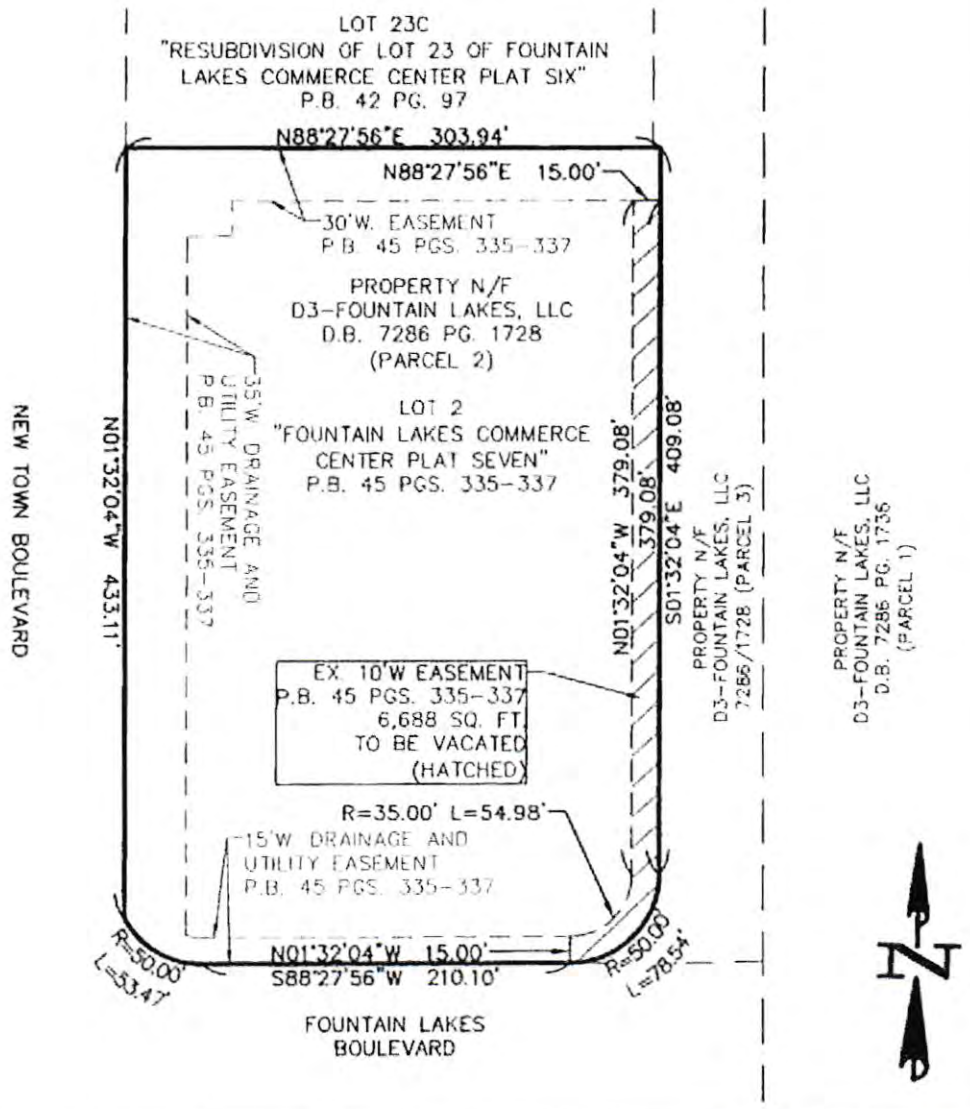
Notary Public

John Lair

Printed Name

JOHN LAIR
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Jan. 29, 2026
Commission #18103602

EXHIBIT A PAGE 1



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=100'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC5
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

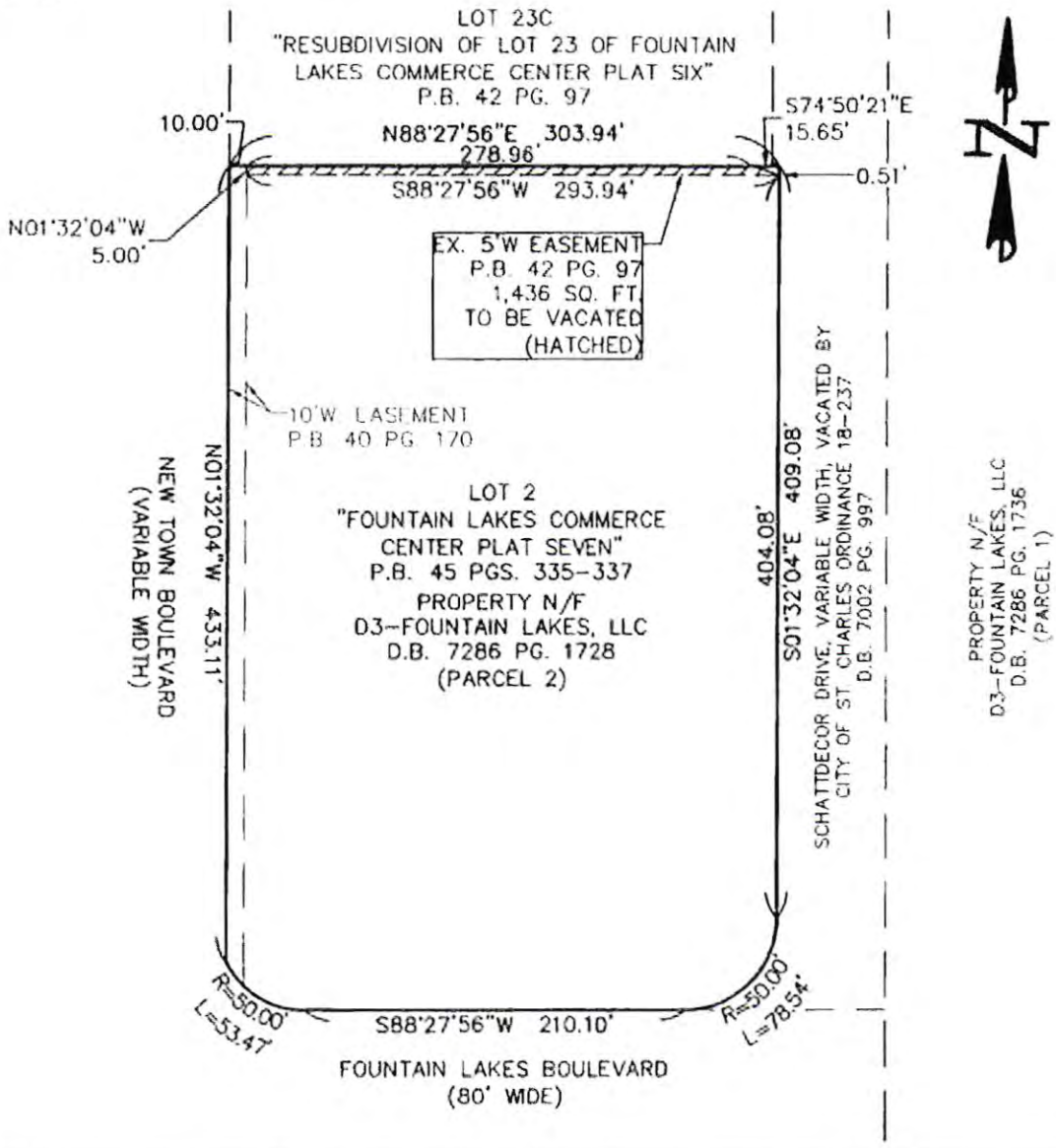
EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 2 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45, PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

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DATE: 02/26/25	
DRAWN: CEM	
SCALE: 1"=100'	
PROJECT: 9085ZTBE	
FILE:9085ZTBEVAC12	
SHEET: 1 OF 1	
MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144	

EASEMENT VACATE

A TRACT OF LAND BEING
PART OF LOT 2 OF
"FOUNTAIN LAKES COMMERCE
CENTER PLAT SEVEN"
PLAT BOOK 45, PAGES 335-337,
TOWNSHIP 47 NORTH, RANGE 4 EAST
CITY OF ST. CHARLES,
ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
2-27-25
PROFESSIONAL LAND SURVEYOR

2025R-019359
05/12/2025 12:08:21 PM
$ 30.00
PAGES: 4
CERTIFIED-FILED FOR RECORD
MARY E. DEMPSEY
RECORDER OF DEEDS
ST. CHARLES COUNTY, MISSOURI
BY: CGRAF
ELECTRONICALLY RECORDED

DOCUMENT TYPE:	RELEASE OF EASEMENT
DATE OF DOCUMENT:	MARCH 27, 2025
GRANTOR:	SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a AT&T MISSOURI 12930 OLIVE BOULEVARD CREVE COEUR, MISSOURI 63141
GRANTEE:	FOUNTAIN LAKES, LLC 16690 SWINGLEY RIDGE ROAD, 4TH FLOOR CHESTERFEILD MISSOURI, 63017
LEGAL DESCRIPTION:	A TRACT OF LAND BEING PART OF LOT 2 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN", PLAT BOOK 45, PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI
REFERENCE BOOK AND PAGE:	PLAT BOOK 45, PAGES 335-337

at&t

SOUTHWESTERN BELL TELEPHONE COMPANY
RELEASE OF EASEMENT

Executed: 3-27-25

THIS RELEASE OF EASEMENT, entered into by ***SOUTHWESTERN BELL TELEPHONE COMPANY, d/b/a AT&T MISSOURI***, *(120 N 2ND ST, FESTUS, MO 63028), GRANTOR, AND FOUNTAIN LAKES, LLC, GRANTEE*, wherein GRANTOR in consideration of One Dollar ($1.00) and other valuable consideration, receipt of which is hereby acknowledged, does by these presents ABANDON, RELEASE, RELINQUISH AND DISCLAIM to GRANTEE, as is, all or a specific portion of a certain easement for telecommunication purposes hereinafter described that affects land owned by GRANTEE situated in The City of St Charles ST CHARLES COUNTY, MISSOURI, and described as follows

PART OF

LOT 2
"FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN"
P.B. 45 PGS. 335-337
PROPERTY N/F
D3-FOUNTAIN LAKES, LLC
D.B. 7286 PG. 1728
(PARCEL 2)

EX. 5'W EASEMENT
P.B. 42 PG. 97
1,436 SQ. FT.

LOT 23C
"RESUBDIVISION OF LOT 23 OF FOUNTAIN LAKES COMMERCE CENTER PLAT SIX"
P.B. 42 PG. 97

Said land of GRANTEE being subject to:

A TRACT OF LAND BEING
PART OF LOT 2 OF
"FOUNTAIN LAKES COMMERCE
CENTER PLAT SEVEN"
PLAT BOOK 45, PAGES 335-337,
TOWNSHIP 47 NORTH, RANGE 4 EAST
CITY OF ST. CHARLES,
ST. CHARLES COUNTY, MISSOURI

The area of said easements to be hereby released is described as follows: The area depicted as hachured **(//////////)** on the Easement Release Plat, marked Exhibit "A" and attached hereto, and made a part thereof.

TO HAVE AND TO HOLD same, together with all rights and appurtenances to the same belonging, unto GRANTEE(S), their heirs, successors and assigns forever.

IN WITNESS WHEREOF, GRANTOR has caused this Release of Easement to be executed by its duly authorized officers this 27 day of MARCH 2025

SOUTHWESTERN BELL TELEPHONE COMPANY (d/b/a AT&T MISSOURI)

Name: CHRIS LAPORTE

Title: SPECIALIST OSP DESIGN ENGINEER

THE STATE OF MISSOURI
COUNTY OF JEFFERSON

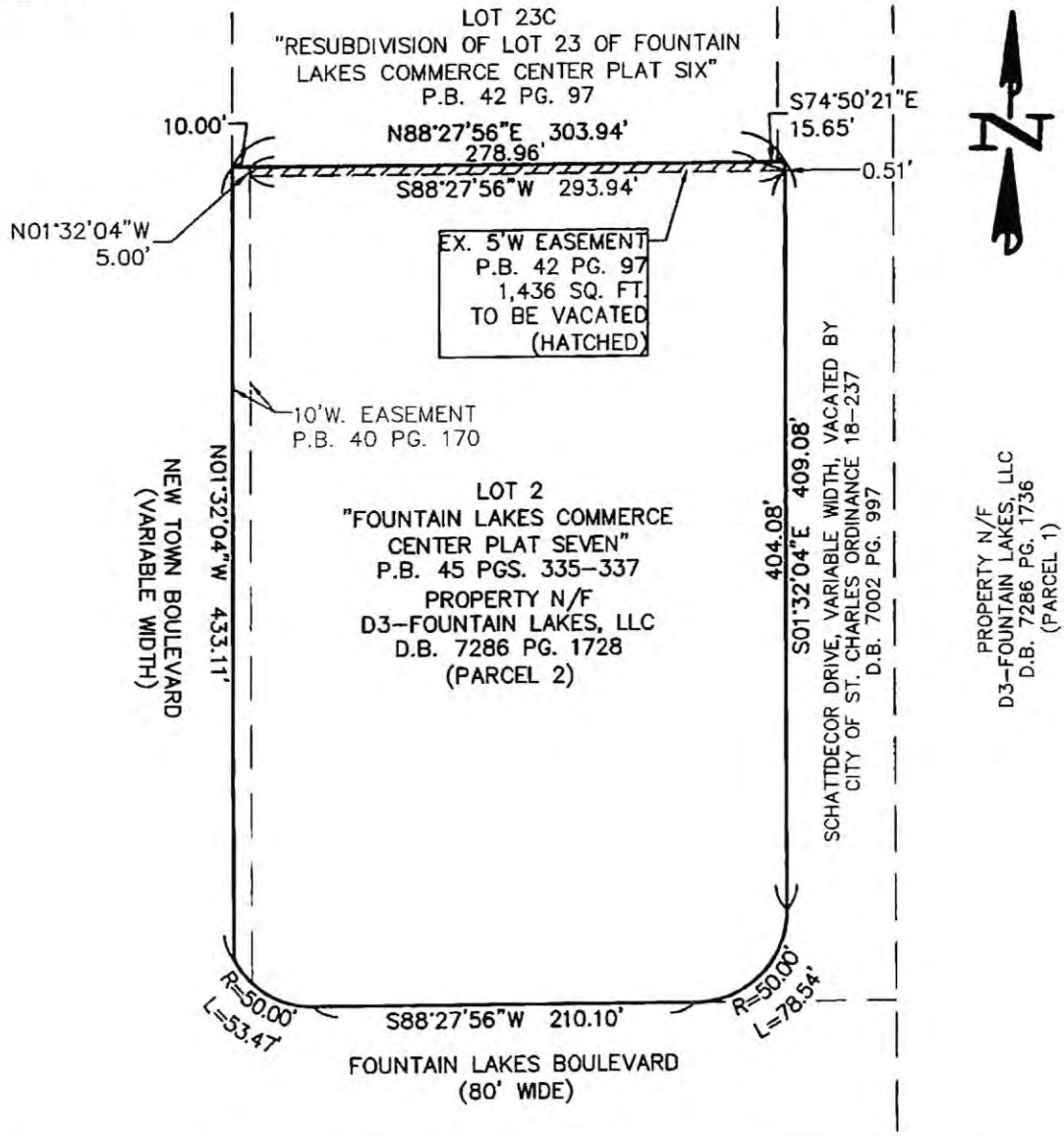
BEFORE ME, the undersigned authority, on this day personally appeared CHRIS LAPORTE, known to me to be the person whose name is subscribed to the foregoing instrument as the SR SPECIALIST OSP DESIGN ENGINEER of SOUTHWESTERN BELL TELEPHONE COMPANY (d/b/a AT&T Missouri), a corporation, and acknowledged to me that he executed the same for purposes and considerations therein expressed in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 27th day of March 2025

JEFFREY ALAN KEMPFER
Notary Public, Notary Seal
State of Missouri
Jefferson County
Commission # 17543392
My Commission Expires 01-09-2029

Notary Public

EXHIBIT A



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	02/26/25
DRAWN:	CEM
SCALE:	1"=100'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC12
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

EASEMENT VACATE

A TRACT OF LAND BEING
PART OF LOT 2 OF
"FOUNTAIN LAKES COMMERCE
CENTER PLAT SEVEN"
PLAT BOOK 45, PAGES 335-337,
TOWNSHIP 47 NORTH, RANGE 4 EAST
CITY OF ST. CHARLES,
ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
2-27-25
PROFESSIONAL LAND SURVEYOR

2025R-043120

09/30/2025 08:42:42 AM
$ 60.00
PAGES: 14
CERTIFIED-FILED FOR RECORD
MARY E. DEMPSEY
RECORDER OF DEEDS
ST. CHARLES COUNTY, MISSOURI
BY: GOLMSTED
ELECTRONICALLY RECORDED

DOCUMENT TYPE:	VACATION OF EASEMENT
DATE OF DOCUMENT:	SEPTEMBER 4, 2025
GRANTOR:	CHARTER COMMUNICATIONS ENTERTAINMENT I, LLC 941 CHARTER COMMONS TOWN AND COUNTRY, MISSOURI 63017
GRANTEE:	D3 FOUNTAIN LAKES LLC 16690 SWINGLEY RIDGE ROAD, 4TH FLOOR CHESTERFEILD MISSOURI, 63017
LEGAL DESCRIPTION:	A TRACT OF LAND BEING PART OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" AND "FOUNTAIN LAKES COMMERCE CENTER PLAT SIX", TOWNSHIP 47 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI
REFERENCE BOOK AND PAGE:	PLAT BOOK 45, PAGES 335-337 PLAT BOOK 42, PAGE 97

Charter
COMMUNICATIONS

Aaron Detwiler
Field Operations AVP
Charter Spectrum Communications

VACATION OF EASEMENT

WHEREAS, an easement for broadband cable communications placement within the dedicated utility easement has been granted to Charter Communications Entertainment I, LLC ("Charter"), **The Grantor** located at 941 Charter Commons Town & Country, MO 63017 by St. Louis County, Missouri. A tract of land being part of Lots 1,2,23C, of Fountain Lakes Commerce Center Plat Seven, Plat book 45,Pages 335-337,within fractional section 13, ,Township 45 North, Ranch 4 East, St. Charles County, Missouri, St. Louis County, Missouri and it is the purpose and intent of Charter to release a portion of such easement rights.

NOW THEREFORE, Charter does hereby relinquish and release that portion of its easement rights to **Grantee** Fountain Lakes, LLC to place or maintain permanent facilities within the area of the easement shown on **Exhibits A**. Except for the release of the hatched area described herein, the remaining easement rights and interests granted to Charter pursuant to the aforementioned plat shall remain in full force and effect.

IN WITNESS THEREOF, Charter has caused this document to be executed as of the 4th day of September 2025.

Charter Communications Entertainment I, LLC, a Delaware limited liability company
By its manager: Charter Communications, Inc., a Delaware corporation

By:
Aaron Detwiler
Title: Field Operations AVP, Charter Spectrum Communications

Charter
COMMUNICATIONS

STATE OF ILLINOIS)

COUNTY OF MADISON)

On this 4th day of September 2025, before me appeared Aaron Detwiler, who being by me duly sworn, did say that he is a Field Operations Area Vice President of Charter Communications Inc., a Delaware corporation, that this instrument was signed on behalf of said company by authority of its board of directors, and that Aaron Detwiler declared that his signature placed hereon was the free act and deed of said company.

IN TESTIMONY WHEREOF, I have here unto set my hand on the day and year and in the County and State last written above.

Cathy Ann Wagner-Black

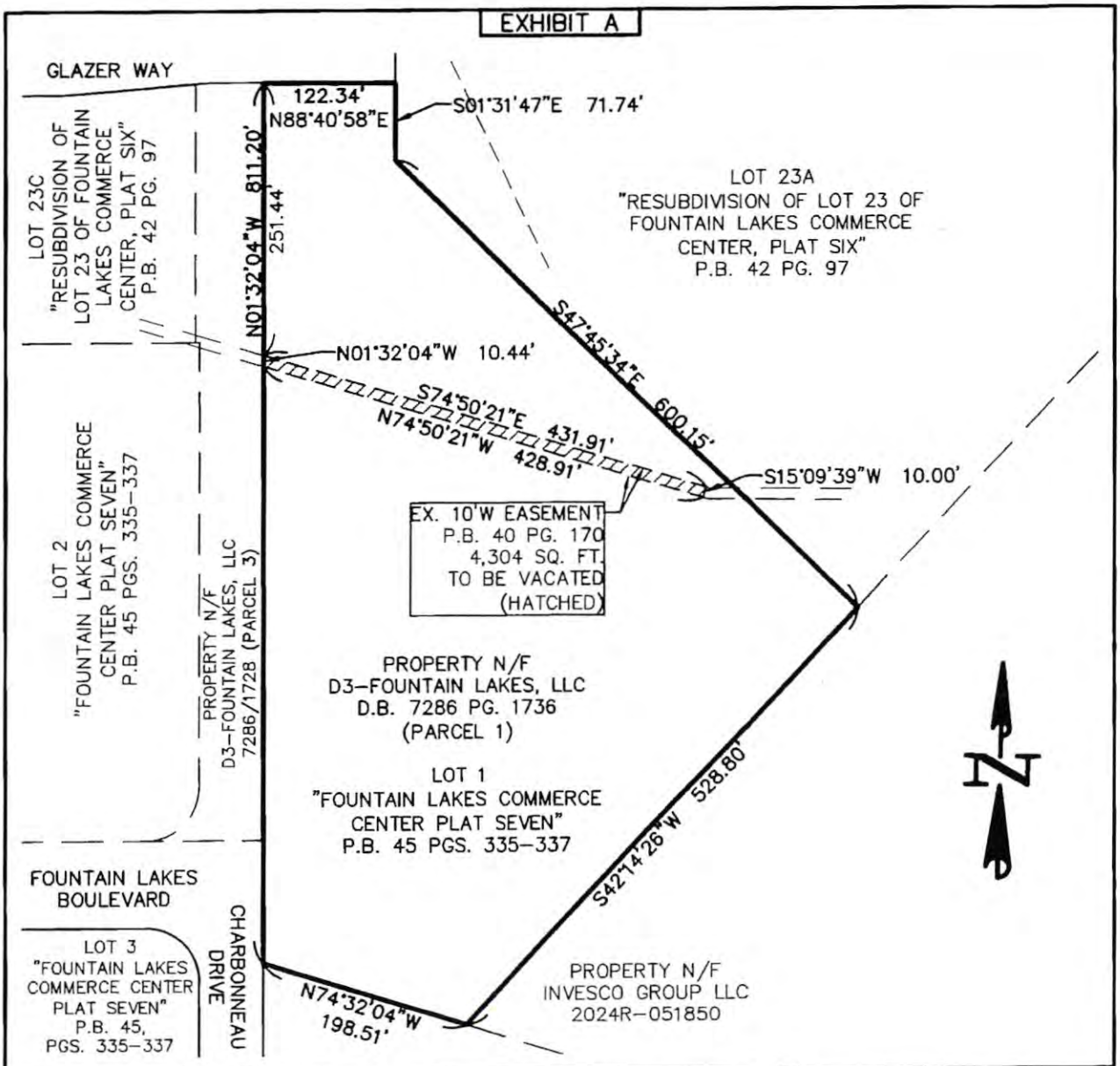
Cathy Ann Wagner-Black - Notary Public

My Commission Expires:

July 14th 2029

OFFICIAL SEAL
CATHY ANN WAGNER-BLACK
Notary Public, State of Illinois
Commission No. 1013570
My Commission Expires
July 14, 2029

EXHIBIT A



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
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2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE: 01/30/25	
DRAWN: JLH	
SCALE: 1"=150'	
PROJECT: 9085ZTBE	
FILE: 9085ZTBEVAC1	
SHEET: 1 OF 1	
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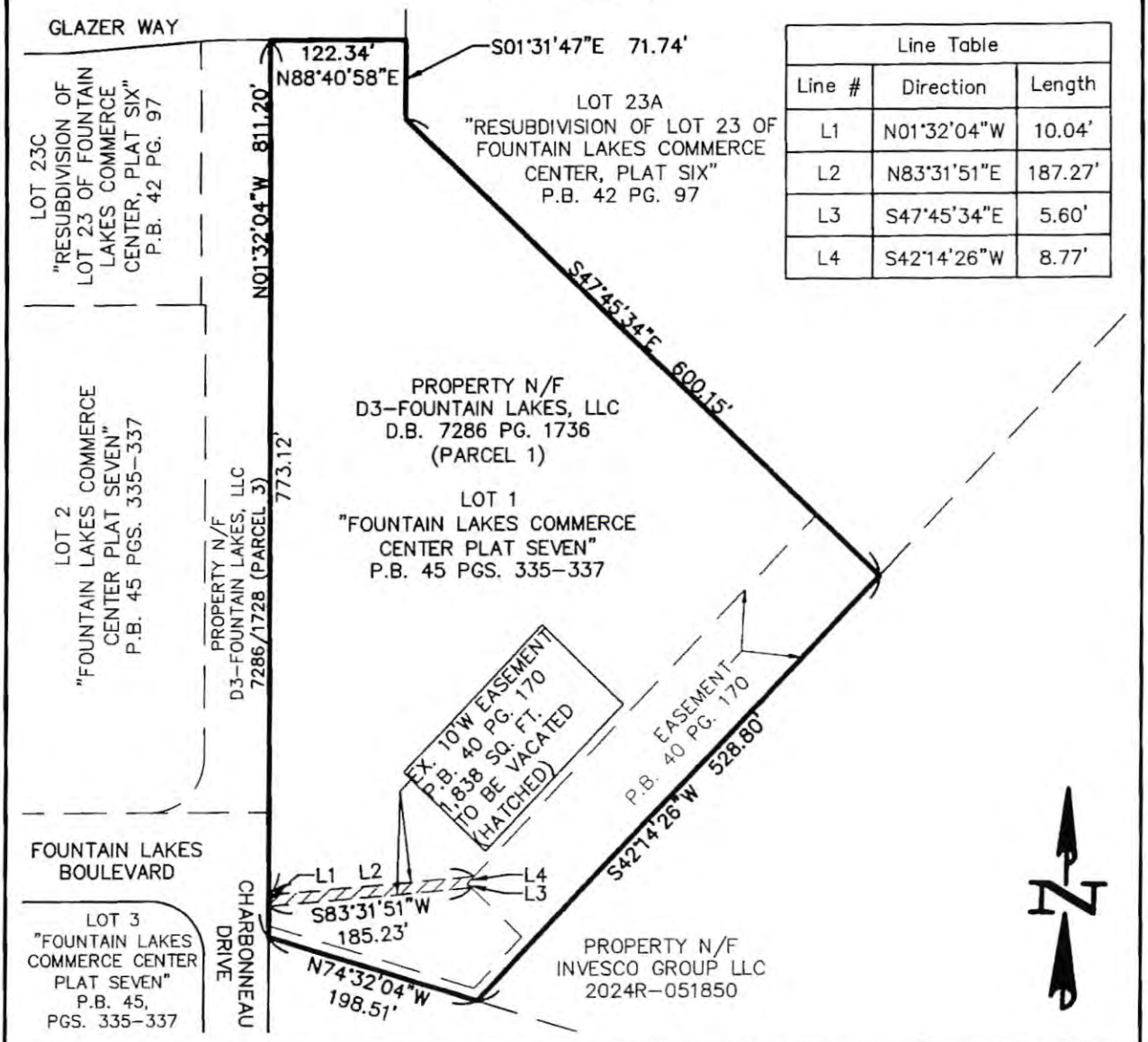
EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45, PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY G. BECK
NUMBER
PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY G. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



Line Table		
Line #	Direction	Length
L1	N01°32'04"W	10.04'
L2	N83°31'51"E	187.27'
L3	S47°45'34"E	5.60'
L4	S42°14'26"W	8.77'

BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

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DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=150'
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FILE:	9085ZTBEVAC2
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

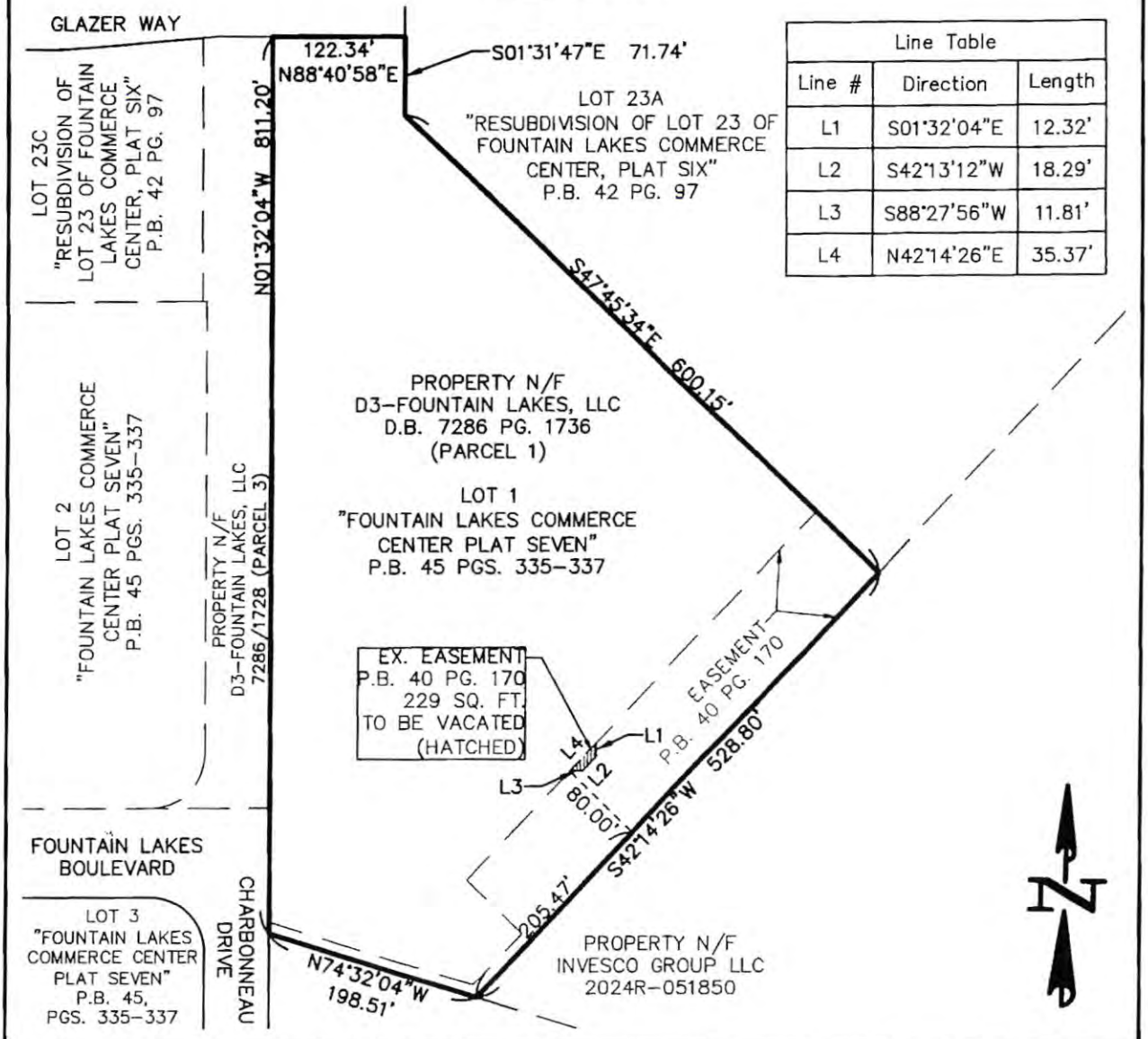
EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45, PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



Line Table		
Line #	Direction	Length
L1	S01°32'04"E	12.32'
L2	S42°13'12"W	18.29'
L3	S88°27'56"W	11.81'
L4	N42°14'26"E	35.37'

BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

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DATE:	01/27/25
DRAWN:	DVD
SCALE:	1"=150'
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FILE:	9085ZTBEVAC3
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

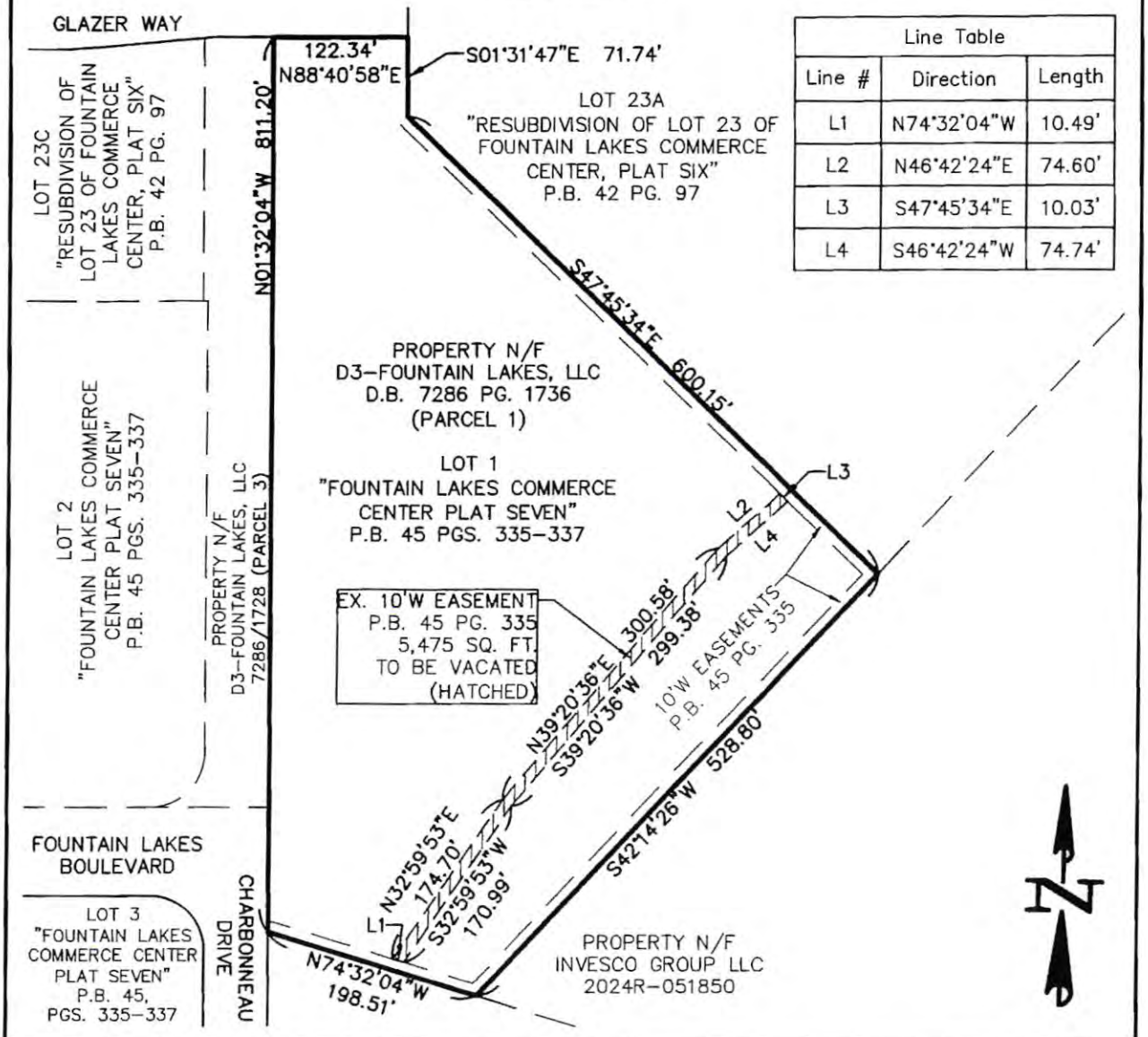
EASEMENT VACATE

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STATE OF MISSOURI
ANDY D. BECK
NUMBER PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



Line Table		
Line #	Direction	Length
L1	N74°32'04"W	10.49'
L2	N46°42'24"E	74.60'
L3	S47°45'34"E	10.03'
L4	S46°42'24"W	74.74'

BAX ENGINEERING CO.
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DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC4
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

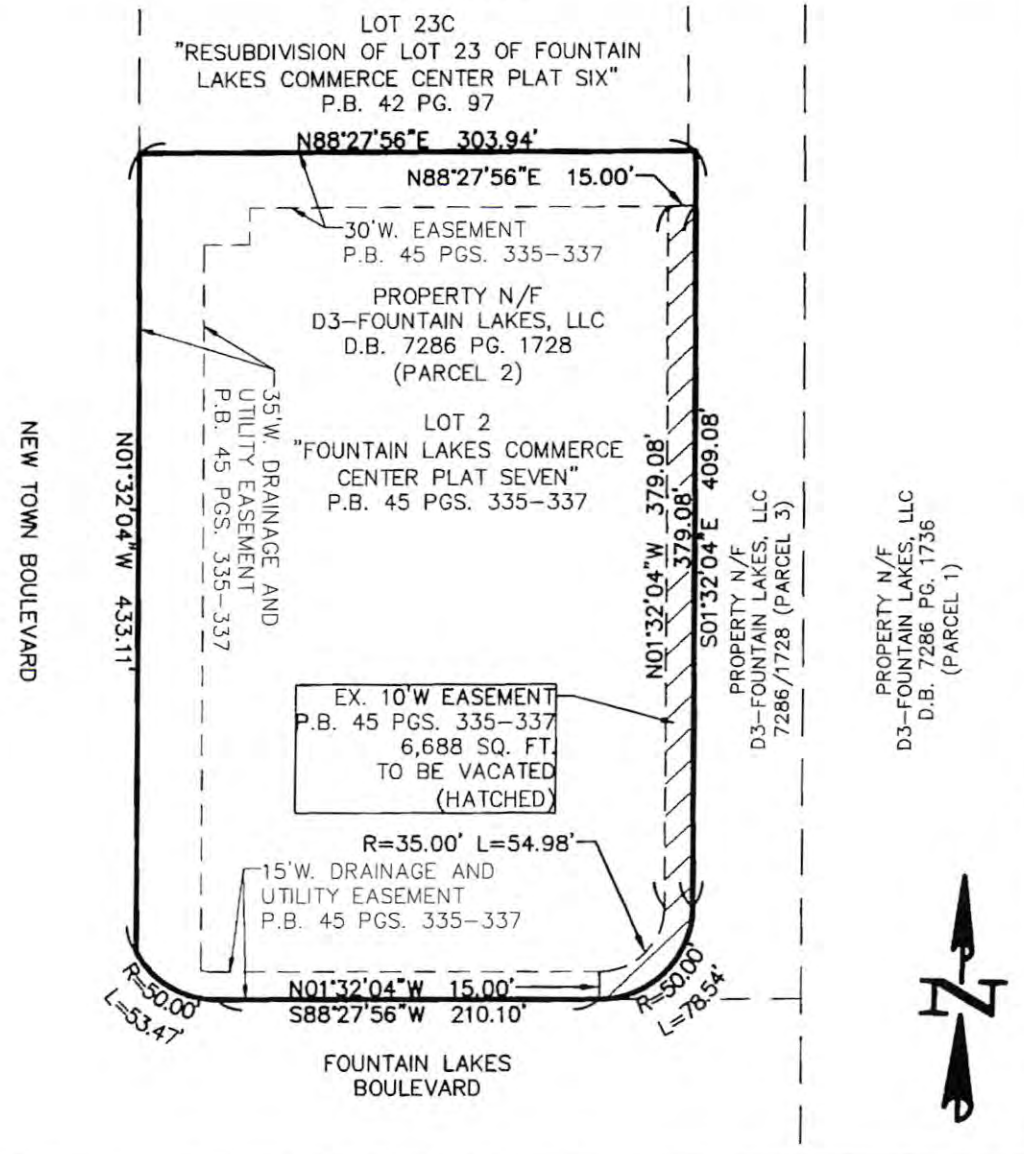
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PLS NO 2015017835

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DATE:	01/30/25
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SCALE:	1"=100'
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FILE:	9085ZTBEVAC5
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

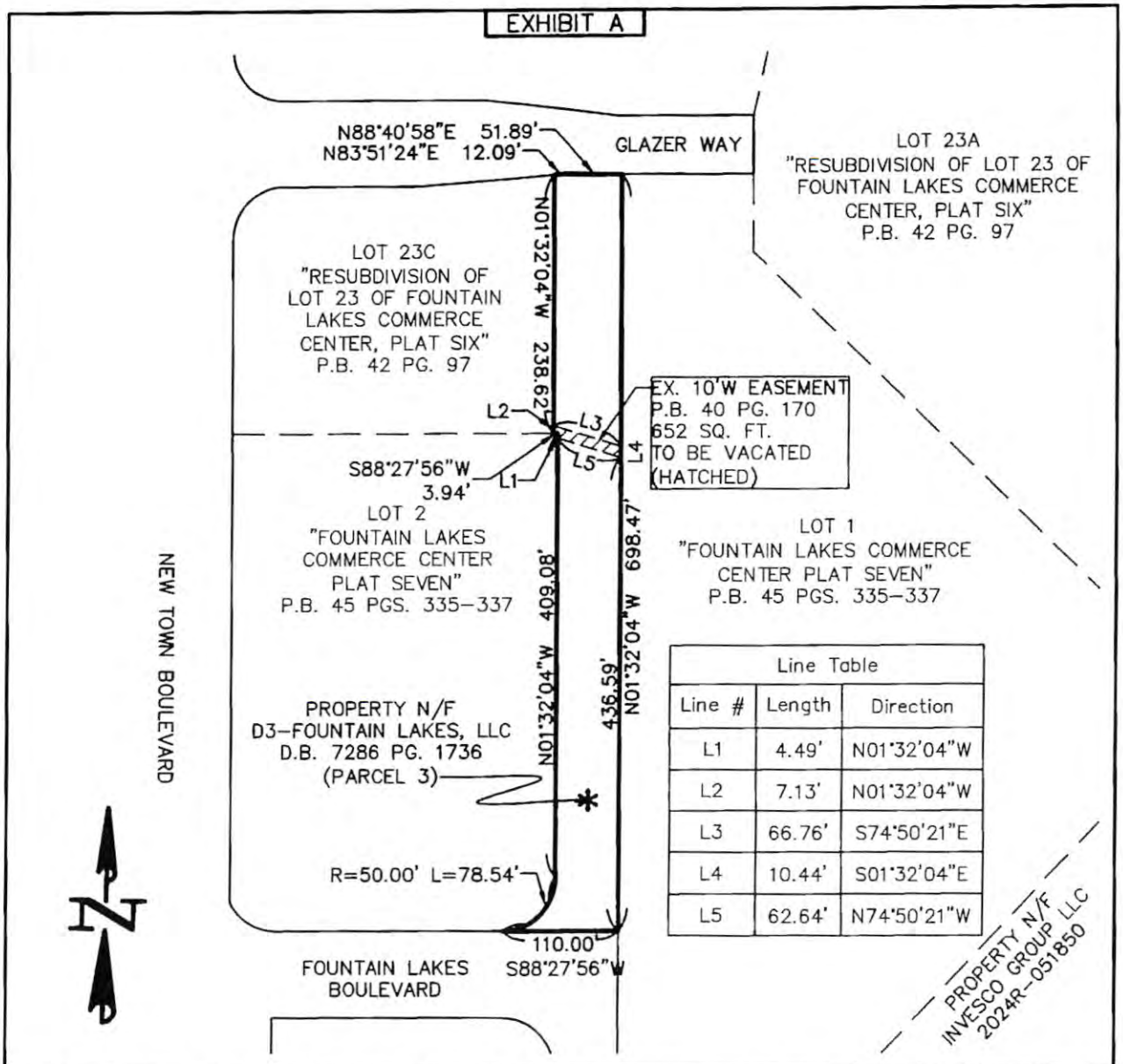
EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 2 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45, PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



Line Table		
Line #	Length	Direction
L1	4.49'	N01°32'04"W
L2	7.13'	N01°32'04"W
L3	66.76'	S74°50'21"E
L4	10.44'	S01°32'04"E
L5	62.64'	N74°50'21"W

BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC6
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

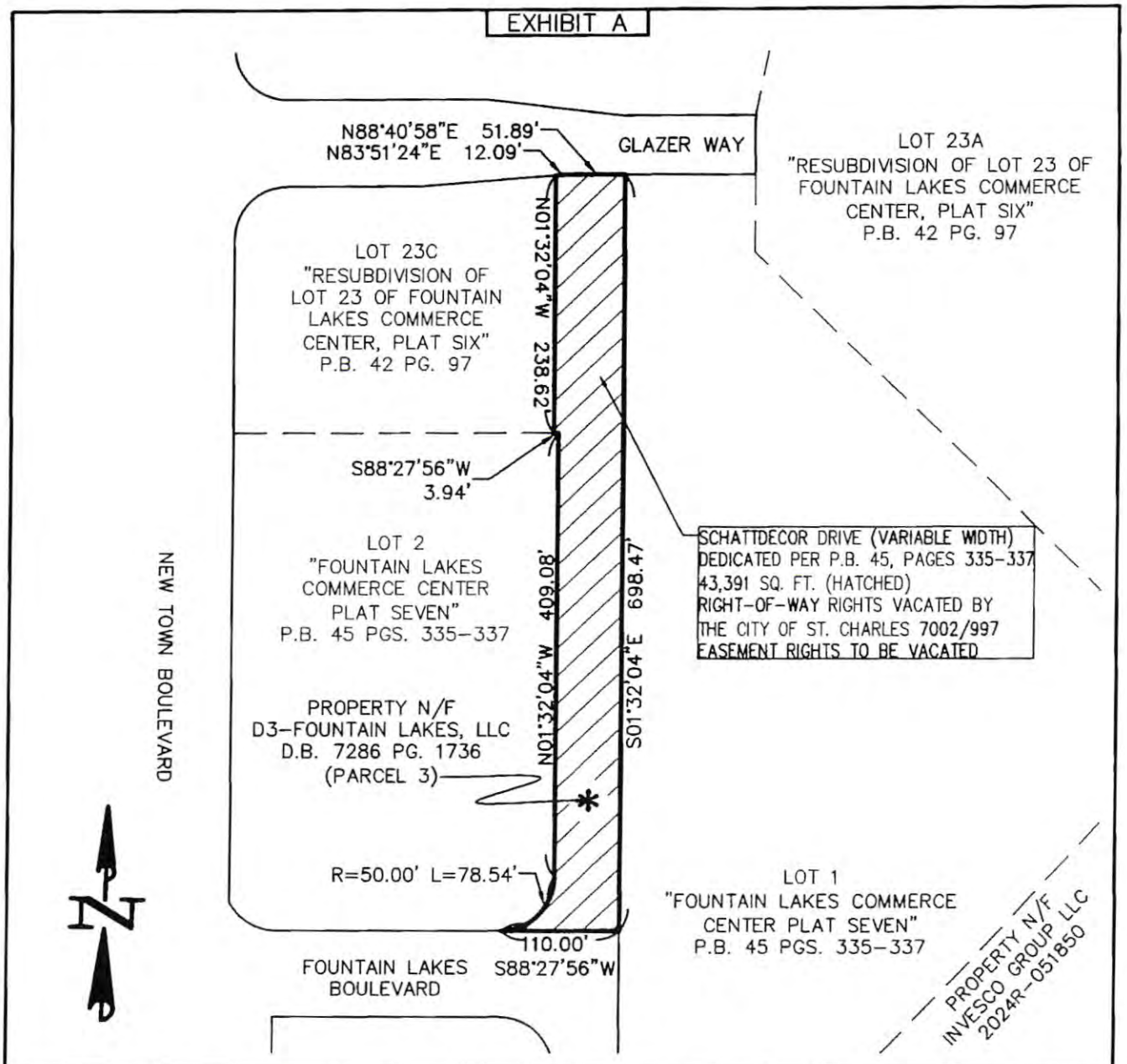
EASEMENT VACATE

A TRACT OF LAND BEING PART OF VACATED SCHATTDECOR DRIVE, VARIABLE WIDTH OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45 PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
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DATE:	02/04/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC10
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

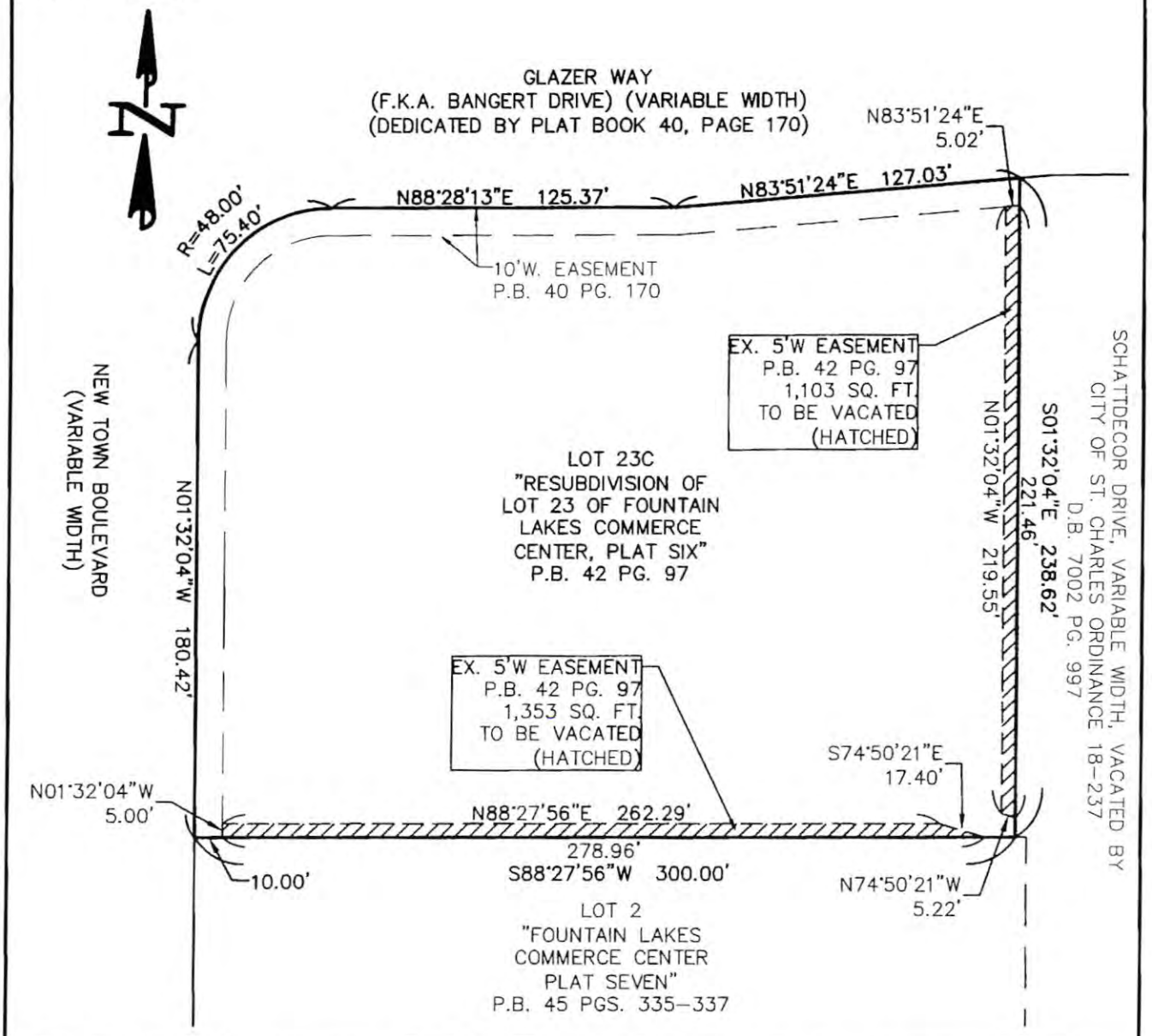
EASEMENT VACATE

A TRACT OF LAND BEING PART OF VACATED SCHATTDECOR DRIVE, VARIABLE WIDTH OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45 PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D BECK
NUMBER PLS-2015017835
2-4-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
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DATE:	02/26/25
DRAWN:	CEM
SCALE:	1"=60'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC11
SHEET:	1 OF 1

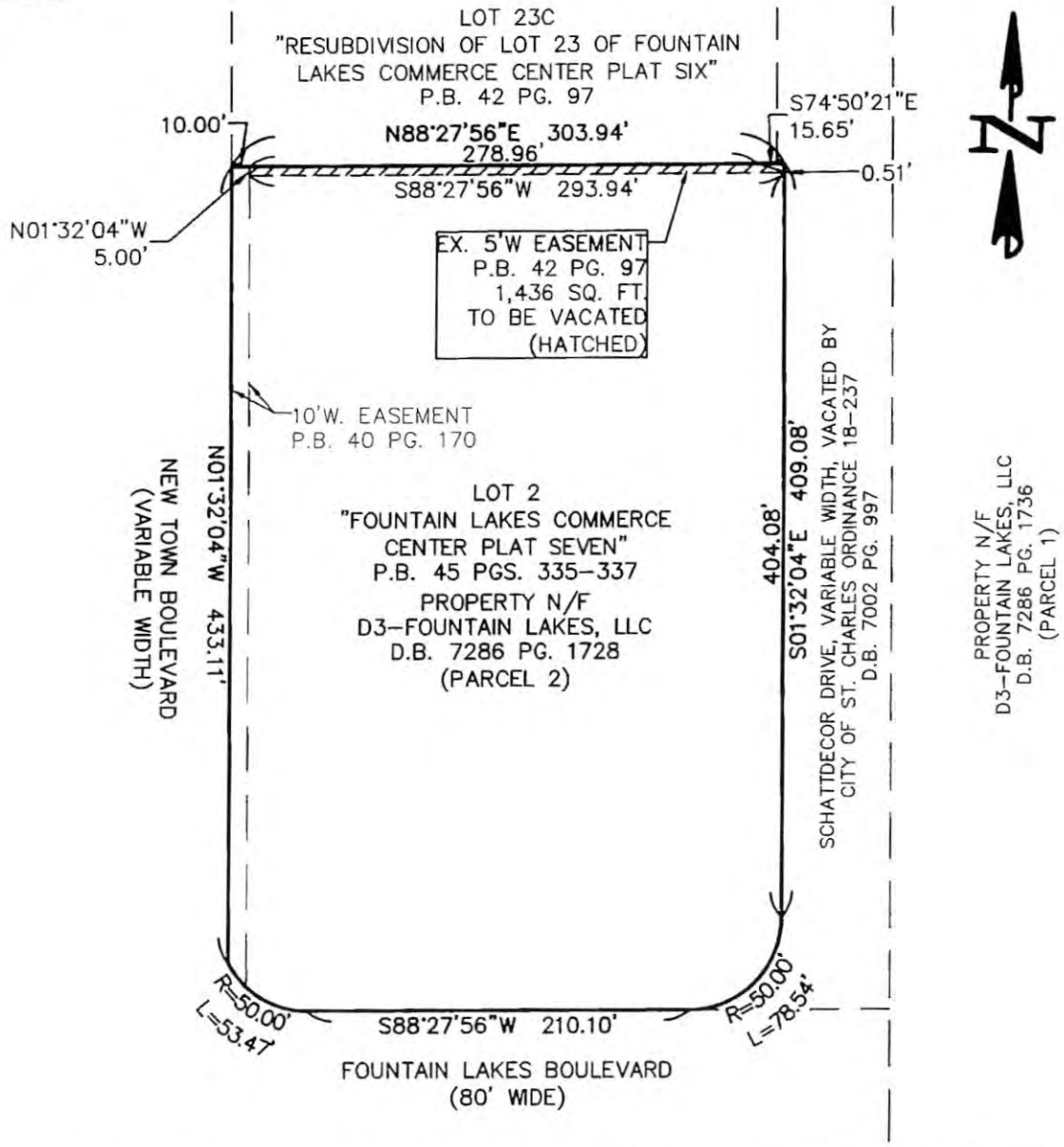
MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

EASEMENT VACATE

A TRACT OF LAND BEING
PART OF LOT 23C OF
"RESUBDIVISION OF LOT 23C OF
FOUNTAIN LAKES COMMERCE CENTER PLAT SIX"
PLAT BOOK 42, PAGE 97
TOWNSHIP 47 NORTH, RANGE 4 EAST
CITY OF ST. CHARLES,
ST. CHARLES COUNTY, MISSOURI



EXHIBIT A



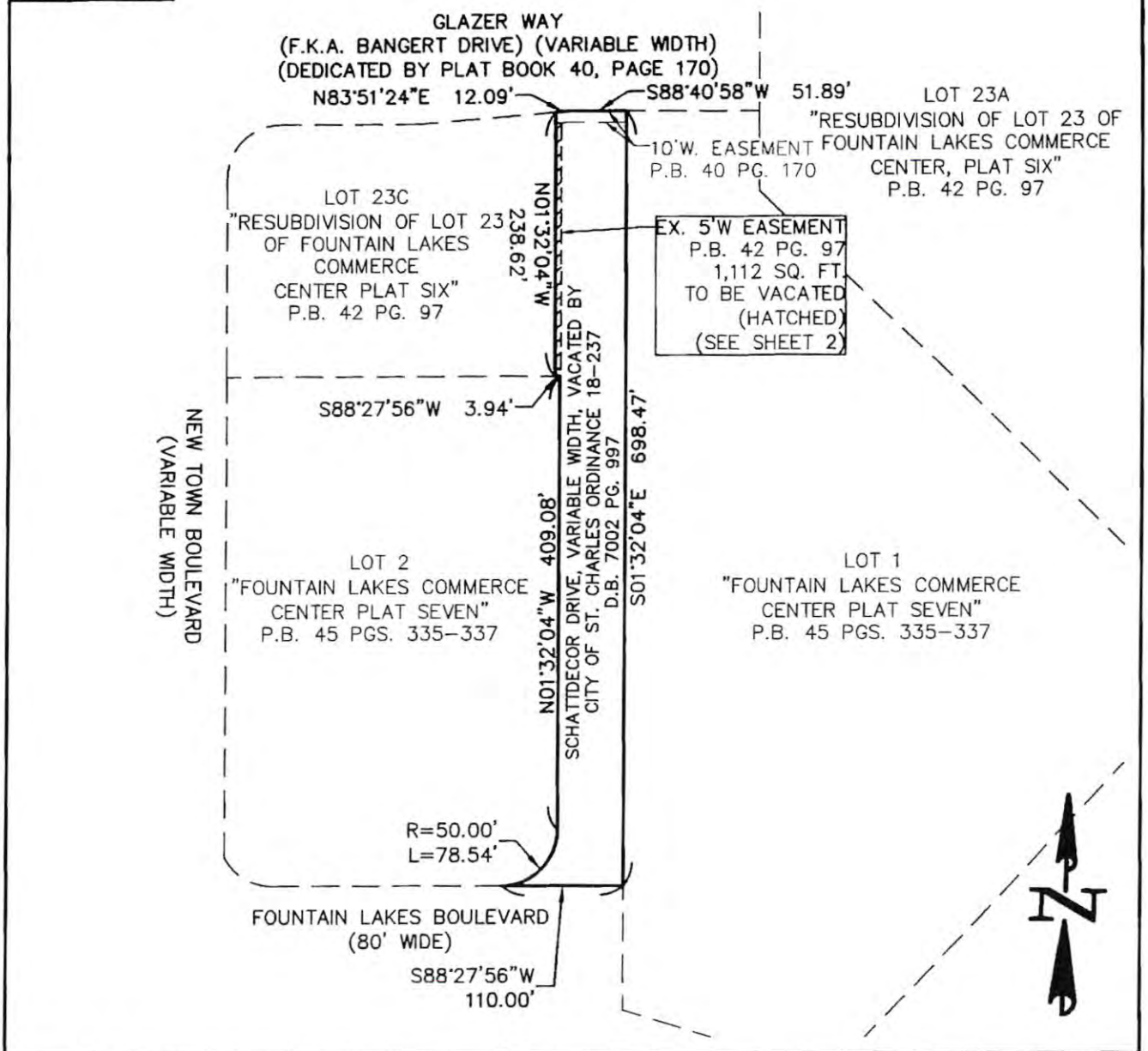
BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

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DATE: 02/26/25	EASEMENT VACATE
DRAWN: CEM	A TRACT OF LAND BEING PART OF LOT 2 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45, PAGES 335-337, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI
SCALE: 1"=100'	
PROJECT: 9085ZTBE	
FILE:9085ZTBEVAC12	
SHEET: 1 OF 1	
MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144	

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
2-27-25
PROFESSIONAL LAND SURVEYOR

EXHIBIT A



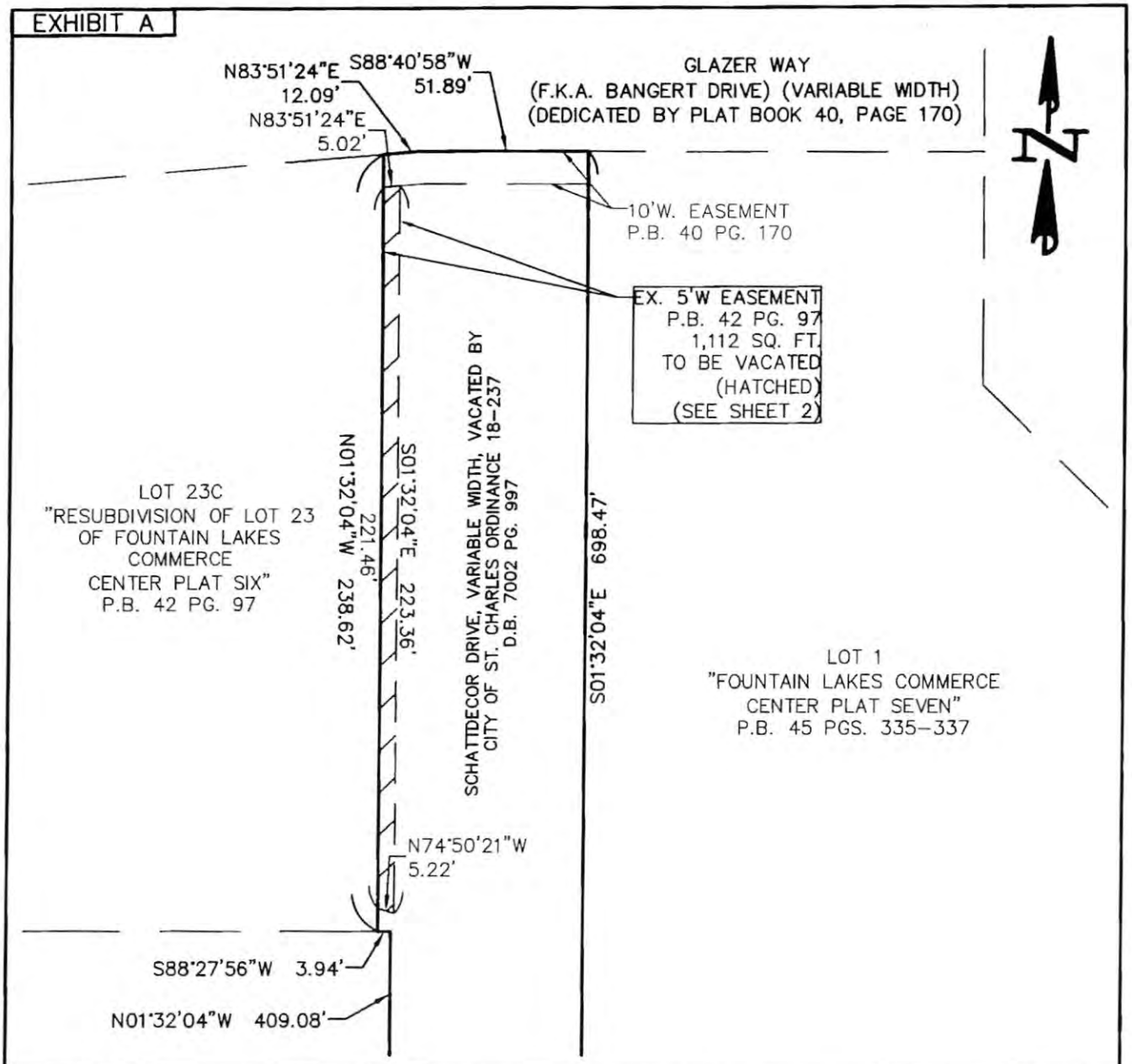
BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

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DATE: 02/26/25	EASEMENT VACATE
DRAWN: CEM	
SCALE: 1"=150'	A TRACT OF LAND BEING PART OF VACATED SCHATTDECOR DRIVE, VARIABLE WIDTH OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45 PAGES 335-337, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI
PROJECT: 9085ZTBE	
FILE:9085ZTBEVAC13	
SHEET: 1 OF 2	
MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144	



EXHIBIT A



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE: 02/26/25	EASEMENT VACATE
DRAWN: CEM	
SCALE: 1"=50'	A TRACT OF LAND BEING PART OF VACATED SCHATTDECOR DRIVE, VARIABLE WIDTH OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45 PAGES 335-337, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI
PROJECT: 9085ZTBE	
FILE:9085ZTBEVAC13	
SHEET: 2 OF 2	
MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144	

STATE OF MISSOURI
ANDY E. BAX
NUMBER
PLS-2015017835
2-27-25
PROFESSIONAL LAND SURVEYOR

2026R-011234
03/11/2026 10:44:15 AM
$ 30.00
PAGES: 4
CERTIFIED-FILED FOR RECORD
MARY E. DEMPSEY
RECORDER OF DEEDS
ST. CHARLES COUNTY, MISSOURI
BY: CGRAF
ELECTRONICALLY RECORDED

REMS INFORMATION
Agreement ID: UEC-202503-57231
Project ID: 75199

PARTIAL RELEASE OF PLATTED EASEMENT RIGHTS

D3 Fountain Lakes LLC
Fountain Lakes Commerce Center Lot 2
Gateway Division-St Charles District

KNOW ALL MEN THESE PRESENTS, this 10 day of March, 2026, that **UNION ELECTRIC COMPANY d/b/a AMEREN MISSOURI**, a Missouri corporation (hereinafter "Ameren") is a holder of certain easement rights for utility purposes (hereinafter collectively referred to as "Easement") that were dedicated by THE MILLSTONE COMPANY pursuant to the plat recorded in Plat Book 42, Page 97, in the Office of the Recorder of Deeds, for the County of St. Charles, State of Missouri.

WHEREAS Ameren, as a holder of said Easement, intends to release a PART of the Easement.

NOW THEREFORE, for and in consideration of Ten and No/100th Dollars ($10.00), the receipt of which is hereby acknowledged, Ameren hereby releases only that PART of the Easement that is illustrated in Exhibit "A1" attached hereto and made a part hereof and described below:

> The area of the platted easement identified for release that appear on Exhibit A1 depicts a tract of land being part of Lot 2 of "Fountain Lakes Commerce Center Plat Seven" in Plat Book 45, Pages 335-337, Township 47 North, Range 4 East, City of St. Charles, St. Charles County, Missouri.

It is expressly understood and agreed that the interests of other parties, if any, mentioned in the aforesaid Easement are hereby reserved and remain in full force and effect.

This Partial Release of Platted Easement Rights is not intended to and shall not in any way affect other easements which Ameren owns or has a right to use in said Subdivision.

IN WITNESS WHEREOF, Ameren has hereunto caused this Partial Release of Platted Easement Rights to be executed on the date hereinabove written.

UNION ELECTRIC COMPANY d/b/a AMEREN MISSOURI

By: Janice Wenzel

Name: Janice Wenzel

Title: Director, Real Estate

ALL PURPOSE NOTARY ACKNOWLEDGMENT

STATE OF **MISSOURI**
COUNTY OF
OR CITY OF **St. Louis** } SS

On this 10 day of March, 2026 before me, the undersigned, a Notary Public in and for said State, personally appeared (print or type names of signatories):

Janice Wenzel

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Capacity Claimed By Signator(s)

- ☐ Individual(s)
- ☐ Trustee(s)
- ☐ Executor(s)
- ☐ Administrator(s)
- ☐ Attorney-In-Fact
- ☐ Conservator(s)
- ☐ Guardian(s)

☐ Corporate
Title(s) of Officer(s):
Director, Real Estate

☐ Limited Liability Company
Member(s)/Manager(s):

☐ Partner(s)
- ☐ Limited Partnership
- ☐ General Partnership

☐ Other (Specify Below):

April 20, 2027
My Commission Expires

Notary Public

Affix Notary Stamp Below

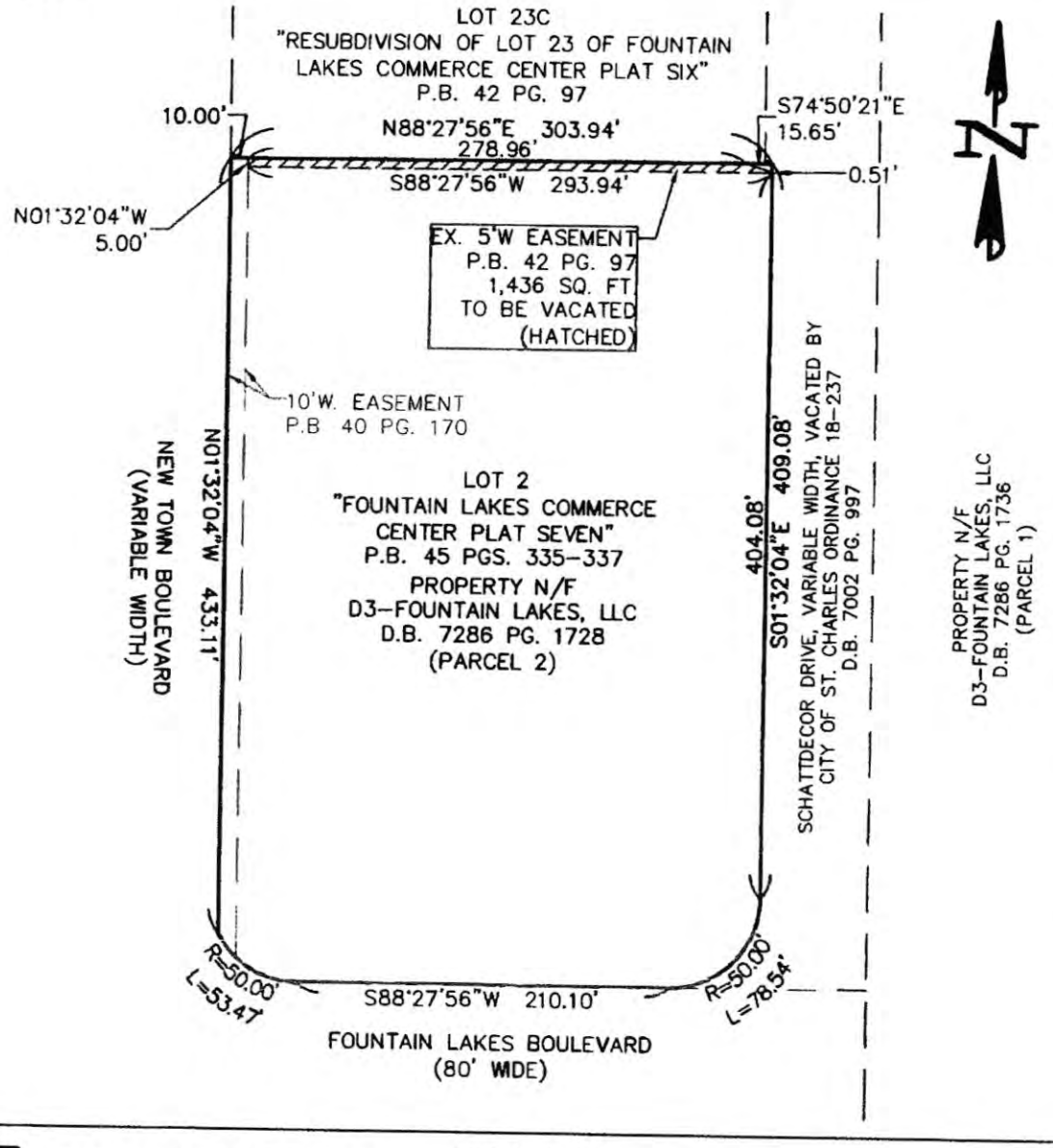
KATIE KRUEGER
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis City
My Commission Expires: Apr. 20, 2027
Commission # 23660628

Prepared By: K. McWhorter

Return To: K. McWhorter

KNM
3/4/26

EXHIBIT A1



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE: 02/26/25	EASEMENT VACATE
DRAWN: CEM	A TRACT OF LAND BEING PART OF LOT 2 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45, PAGES 335-337, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI
SCALE: 1"=100'	
PROJECT: 9085ZTBE	
FILE:9085ZTBEVAC12	
SHEET: 1 OF 1	
MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144	

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
2-27-25
PROFESSIONAL LAND SURVEYOR

Petition for Vacation or Acceptance of Right-of-Way/Easement Within the City of St. Charles, Missouri

We, the owners of the tracts of land adjacent to 3704 New Town Boulevard, St. Charles, Missouri 63301, each lying in various width easements within the City limits of the City of St. Charles, do hereby petition the Mayor and City Council to:

- ☐ Accept said streets as Provisional Streets according to City Code 505.330.
- ☐ Accept said streets as Public Streets according to City Code 505.340.
- X Vacate said right-of-way [easement]

We the undersigned owners also understand and affirm that if public property rights do not currently exist, we shall donate and execute said donations at our expense, all land rights determined by the City as being necessary for said acceptance of streets or for vacation of right-of-way [easement] through the appropriate legal means which may include, but not necessarily be limited to resubdivision plats, deeds, easements, etc. The exact limits of the right-of-way or easements being petitioned are as follows:

A TRACT OF LAND BEING PART OF VACATED SCHATTDECOR DRIVE, (VARIABLE WIDTH) OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 45, PAGES 335-337 OF THE ST. CHARLES COUNTY RECORDS, IN TOWNSHIP 47 NORTH, RANGE 4 EAST, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 23C OF "RESUBDIVISION OF LOT 23 OF FOUNTAIN LAKES COMMERCE CENTER, PLAT SIX", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 42 PAGE 97 OF SAID RECORDS; THENCE ALONG THE EAST LINE OF SAID LOT 23C, NORTH 01 DEGREES 32 MINUTES 04 SECONDS WEST 7.13 FEET TO A POINT; THENCE LEAVING SAID EAST LINE OF LOT 23C, SOUTH 74 DEGREES 50 MINUTES 21 SECONDS EAST 66.76 FEET TO A POINT ON THE WEST LINE OF LOT 1 OF SAID "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN"; THENCE ALONG SAID WEST LINE OF LOT 1, SOUTH 01 DEGREES 32 MINUTES 04 SECONDS EAST 10.44 FEET TO A POINT; THENCE LEAVING SAID WEST LINE OF LOT 1, NORTH 74 DEGREES 50 MINUTES 21 SECONDS WEST 62.64 FEET TO A POINT ON THE EAST LINE OF LOT 2 OF SAID "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN"; THENCE ALONG SAID EAST LINE OF LOT 2, NORTH 01 DEGREES 32 MINUTES 04 SECONDS WEST 4.49 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2; THENCE ALONG SAID NORTH LINE OF LOT 2, SOUTH 88 DEGREES 27 MINUTES 56 SECONDS WEST 3.94 FEET TO THE POINT OF BEGINNING CONTAINING 652 SQUARE FEET ACCORDING TO CALCULATIONS BY BAX ENGINEERING COMPANY DURING JUNE, 2025.

EXHIBIT G

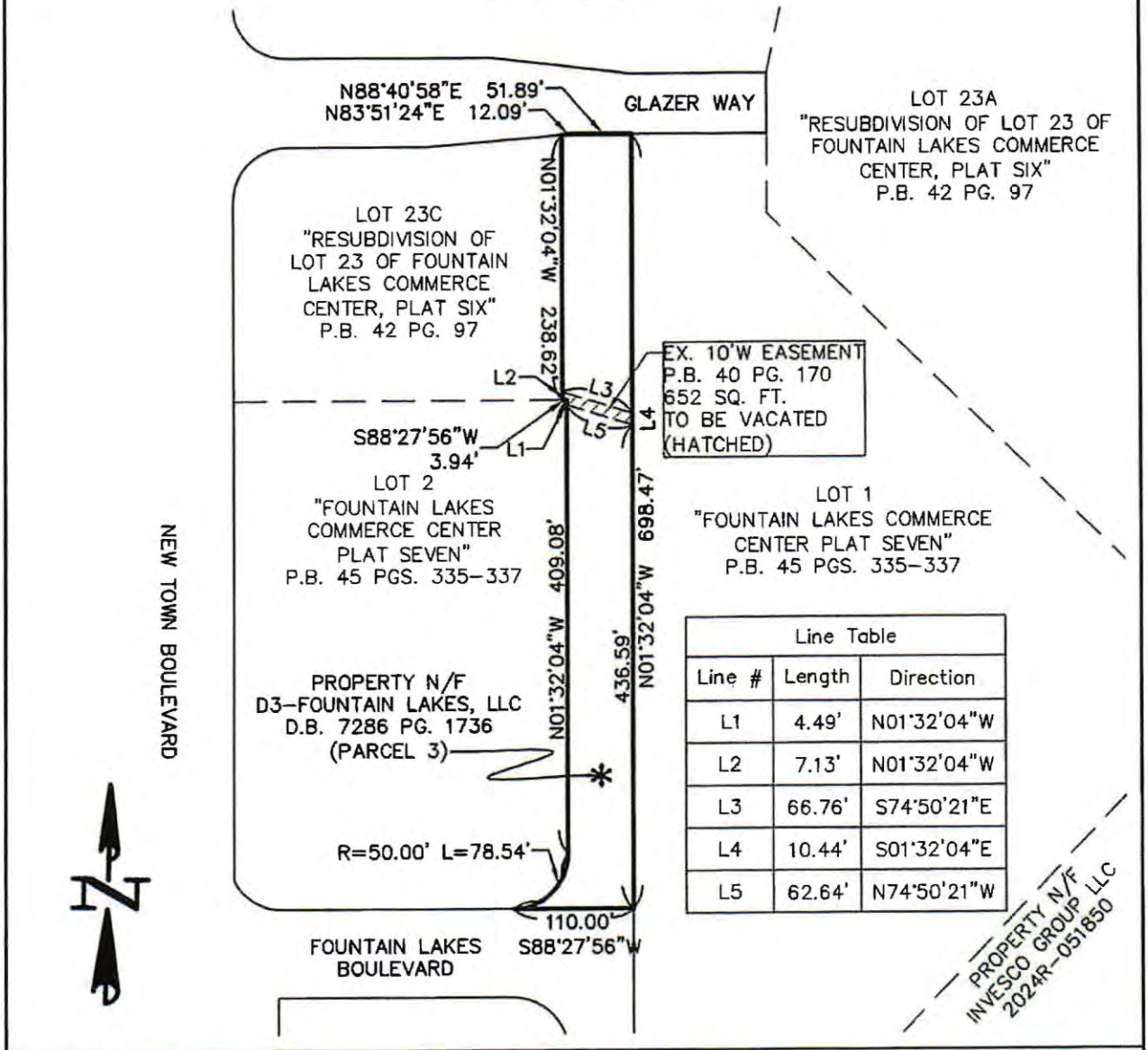
Signatures of all adjoining property owners:



Signature

Drew Bextermueller
Director of Real Estate
D3 Fountain Lakes, LLC
16690 Swingley Ridge Road, 4th Floor
Chesterfield, Missouri 63017
(636) 812-1360

EXHIBIT A



Line Table		
Line #	Length	Direction
L1	4.49'	N01°32'04"W
L2	7.13'	N01°32'04"W
L3	66.76'	S74°50'21"E
L4	10.44'	S01°32'04"E
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BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC6
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

EASEMENT VACATE

A TRACT OF LAND BEING PART OF VACATED SCHATTDECOR DRIVE, VARIABLE WIDTH OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45 PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

ENGINEERING
PLANNING
SURVEYING

LAND DESCRIPTION
652 SQ. FT.
JUNE 26, 2025
BAX PROJECT No. 97-9085ZTBE
CEM

EASEMENT VACATION

A TRACT OF LAND BEING PART OF VACATED SCHATTDECOR DRIVE, (VARIABLE WIDTH) OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 45, PAGES 335-337 OF THE ST. CHARLES COUNTY RECORDS, IN TOWNSHIP 47 NORTH, RANGE 4 EAST, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

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$ 30.00
PAGES: 4
CERTIFIED-FILED FOR RECORD
MARY E. DEMPSEY
RECORDER OF DEEDS
ST. CHARLES COUNTY, MISSOURI
BY: CGRAF
ELECTRONICALLY RECORDED

DOCUMENT TYPE:	RELEASE OF EASEMENT
DATE OF DOCUMENT:	MARCH 27, 2025
GRANTOR:	SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a AT&T MISSOURI 12930 OLIVE BOULEVARD CREVE COEUR, MISSOURI 63141
GRANTEE:	FOUNTAIN LAKES, LLC 16690 SWINGLEY RIDGE ROAD, 4TH FLOOR CHESTERFEILD MISSOURI, 63017
LEGAL DESCRIPTION:	A TRACT OF LAND BEING PART OF SCHATTDECOR DRIVE OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SIX", PLAT BOOK 40, PAGE 170, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI
REFERENCE BOOK AND PAGE:	PLAT BOOK 40, PAGE 170

at&t

SOUTHWESTERN BELL TELEPHONE COMPANY
RELEASE OF EASEMENT

Executed: 3-27-25

THIS RELEASE OF EASEMENT, entered into by ***SOUTHWESTERN BELL TELEPHONE COMPANY, d/b/a AT&T MISSOURI***, *(120 N 2ND ST, FESTUS, MO 63028), GRANTOR, AND FOUNTAIN LAKES, LLC, GRANTEE*, wherein GRANTOR in consideration of One Dollar ($1.00) and other valuable consideration, receipt of which is hereby acknowledged, does by these presents ABANDON, RELEASE, RELINQUISH AND DISCLAIM to GRANTEE, as is, all or a specific portion of a certain easement for telecommunication purposes hereinafter described that affects land owned by GRANTEE situated in The City of St Charles ST CHARLES COUNTY, MISSOURI, and described as follows

PART OF

LOT 2
"FOUNTAIN LAKES
COMMERCE CENTER
PLAT SEVEN"
P.B. 45 PGS. 335-337

EX. 10'W EASEMENT
P.B. 40 PG. 170
652 SQ. FT.

LOT 23C
"RESUBDIVISION OF
LOT 23 OF FOUNTAIN
LAKES COMMERCE
CENTER, PLAT SIX"
P.B. 42 PG. 97

Said land of GRANTEE being subject to:

A TRACT OF LAND BEING PART OF
VACATED SCHATTDECOR DRIVE, VARIABLE WIDTH OF
"FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN"
PLAT BOOK 45 PAGES 335-337,
WITHIN FRACTIONAL SECTION 13,
TOWNSHIP 47 NORTH, RANGE 4 EAST
CITY OF ST. CHARLES,
ST. CHARLES COUNTY, MISSOURI

The area of said easements to be hereby released is described as follows: The area depicted as hachured (//////////) on the Easement Release Plat, marked Exhibit "A" and attached hereto, and made a part thereof.

TO HAVE AND TO HOLD same, together with all rights and appurtenances to the same belonging, unto GRANTEE(S), their heirs, successors and assigns forever.

IN WITNESS WHEREOF, GRANTOR has caused this Release of Easement to be executed by its duly authorized officers this 27 day of MARCH 2025

SOUTHWESTERN BELL TELEPHONE COMPANY (d/b/a AT&T MISSOURI)

Name: CHRIS LAPORTE

Title: SPECIALIST OSP DESIGN ENGINEER

THE STATE OF MISSOURI
COUNTY OF JEFFERSON

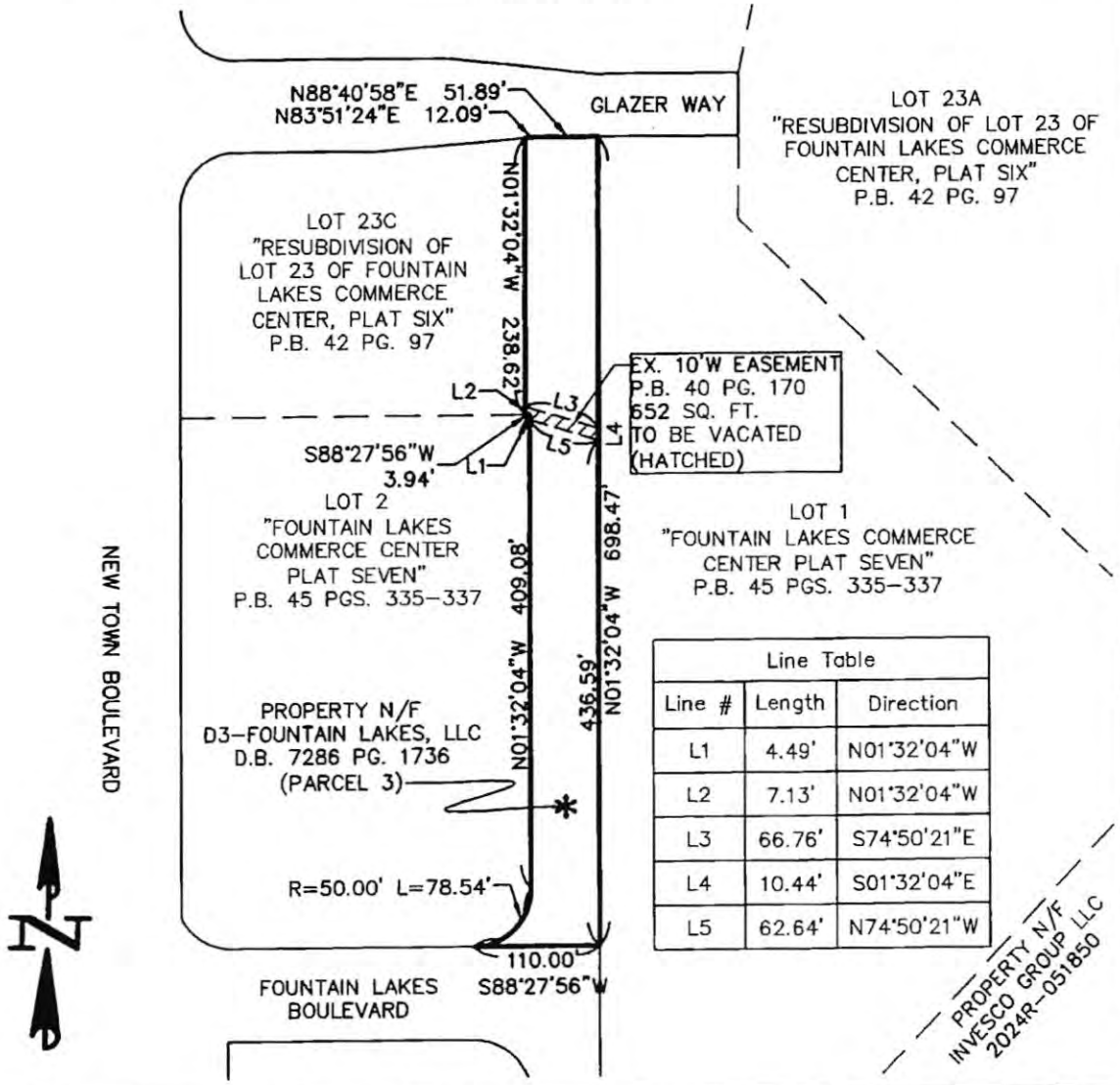
BEFORE ME, the undersigned authority, on this day personally appeared CHRIS LAPORTE, known to me to be the person whose name is subscribed to the foregoing instrument as the SR SPECIALIST OSP DESIGN ENGINEER of SOUTHWESTERN BELL TELEPHONE COMPANY (d/b/a AT&T Missouri), a corporation, and acknowledged to me that he executed the same for purposes and considerations therein expressed in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 27th day of March 2025

Notary Public

JEFFREY ALAN KEMPFER
Notary Public, Notary Seal
State of Missouri
Jefferson County
Commission # 17543382
My Commission Expires 01-09-2029

EXHIBIT A



Line Table		
Line #	Length	Direction
L1	4.49'	N01°32'04"W
L2	7.13'	N01°32'04"W
L3	66.76'	S74°50'21"E
L4	10.44'	S01°32'04"E
L5	62.64'	N74°50'21"W

BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC6
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

EASEMENT VACATE

A TRACT OF LAND BEING PART OF VACATED SCHATTDECOR DRIVE, VARIABLE WIDTH OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45 PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

2025R-043120
09/30/2025 08:42:42 AM
$ 60.00
PAGES: 14
CERTIFIED-FILED FOR RECORD
MARY E. DEMPSEY
RECORDER OF DEEDS
ST. CHARLES COUNTY, MISSOURI
BY: GOLMSTED
ELECTRONICALLY RECORDED

DOCUMENT TYPE:	VACATION OF EASEMENT
DATE OF DOCUMENT:	SEPTEMBER 4, 2025
GRANTOR:	CHARTER COMMUNICATIONS ENTERTAINMENT I, LLC 941 CHARTER COMMONS TOWN AND COUNTRY, MISSOURI 63017
GRANTEE:	D3 FOUNTAIN LAKES LLC 16690 SWINGLEY RIDGE ROAD, 4TH FLOOR CHESTERFEILD MISSOURI, 63017
LEGAL DESCRIPTION:	A TRACT OF LAND BEING PART OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" AND "FOUNTAIN LAKES COMMERCE CENTER PLAT SIX", TOWNSHIP 47 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI
REFERENCE BOOK AND PAGE:	PLAT BOOK 45, PAGES 335-337 PLAT BOOK 42, PAGE 97

Charter
COMMUNICATIONS

Aaron Detwiler
Field Operations AVP
Charter Spectrum Communications

VACATION OF EASEMENT

WHEREAS, an easement for broadband cable communications placement within the dedicated utility easement has been granted to Charter Communications Entertainment I, LLC ("Charter"), **The Grantor** located at 941 Charter Commons Town & Country, MO 63017 by St. Louis County, Missouri. A tract of land being part of Lots 1,2,23C, of Fountain Lakes Commerce Center Plat Seven, Plat book 45,Pages 335-337,within fractional section 13, ,Township 45 North, Ranch 4 East, St. Charles County, Missouri, St. Louis County, Missouri and it is the purpose and intent of Charter to release a portion of such easement rights.

NOW THEREFORE, Charter does hereby relinquish and release that portion of its easement rights to **Grantee** Fountain Lakes, LLC to place or maintain permanent facilities within the area of the easement shown on **Exhibits A**. Except for the release of the hatched area described herein, the remaining easement rights and interests granted to Charter pursuant to the aforementioned plat shall remain in full force and effect.

IN WITNESS THEREOF, Charter has caused this document to be executed as of the 4th day of September 2025.

Charter Communications Entertainment I, LLC, a Delaware limited liability company
By its manager: Charter Communications, Inc., a Delaware corporation

By: [redacted]
Aaron Detwiler
Title: Field Operations AVP, Charter Spectrum Communications

[redacted]

Charter
COMMUNICATIONS

STATE OF ILLINOIS)

COUNTY OF MADISON)

On this 4th day of September 2025, before me appeared Aaron Detwiler, who being by me duly sworn, did say that he is a Field Operations Area Vice President of Charter Communications Inc., a Delaware corporation, that this instrument was signed on behalf of said company by authority of its board of directors, and that Aaron Detwiler declared that his signature placed hereon was the free act and deed of said company.

IN TESTIMONY WHEREOF, I have here unto set my hand on the day and year and in the County and State last written above.

Cathy Ann Wagner-Black

Cathy Ann Wagner-Black - Notary Public

My Commission Expires:

July 14th 2029

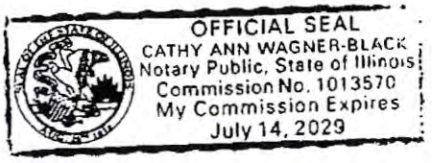
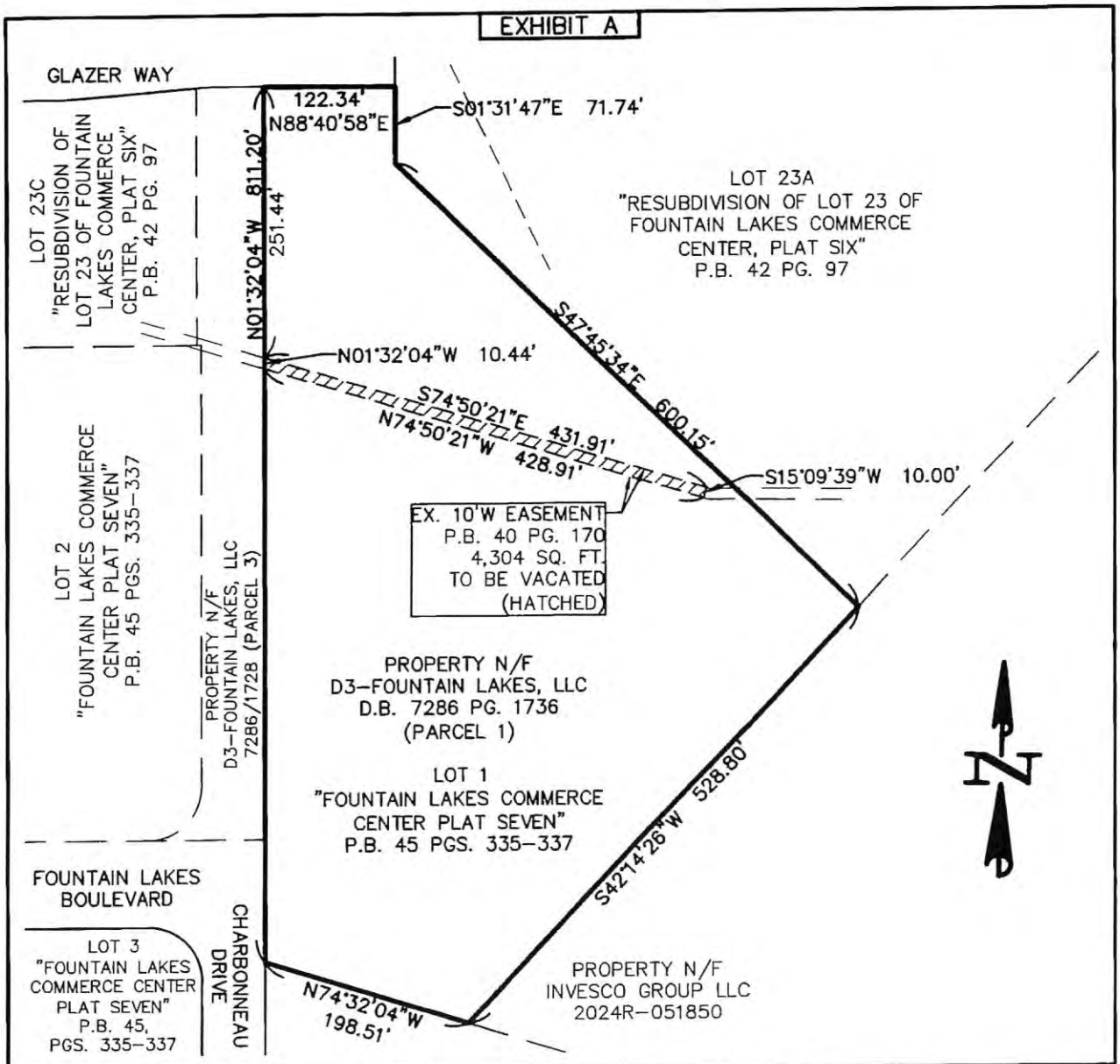


EXHIBIT A



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC1
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

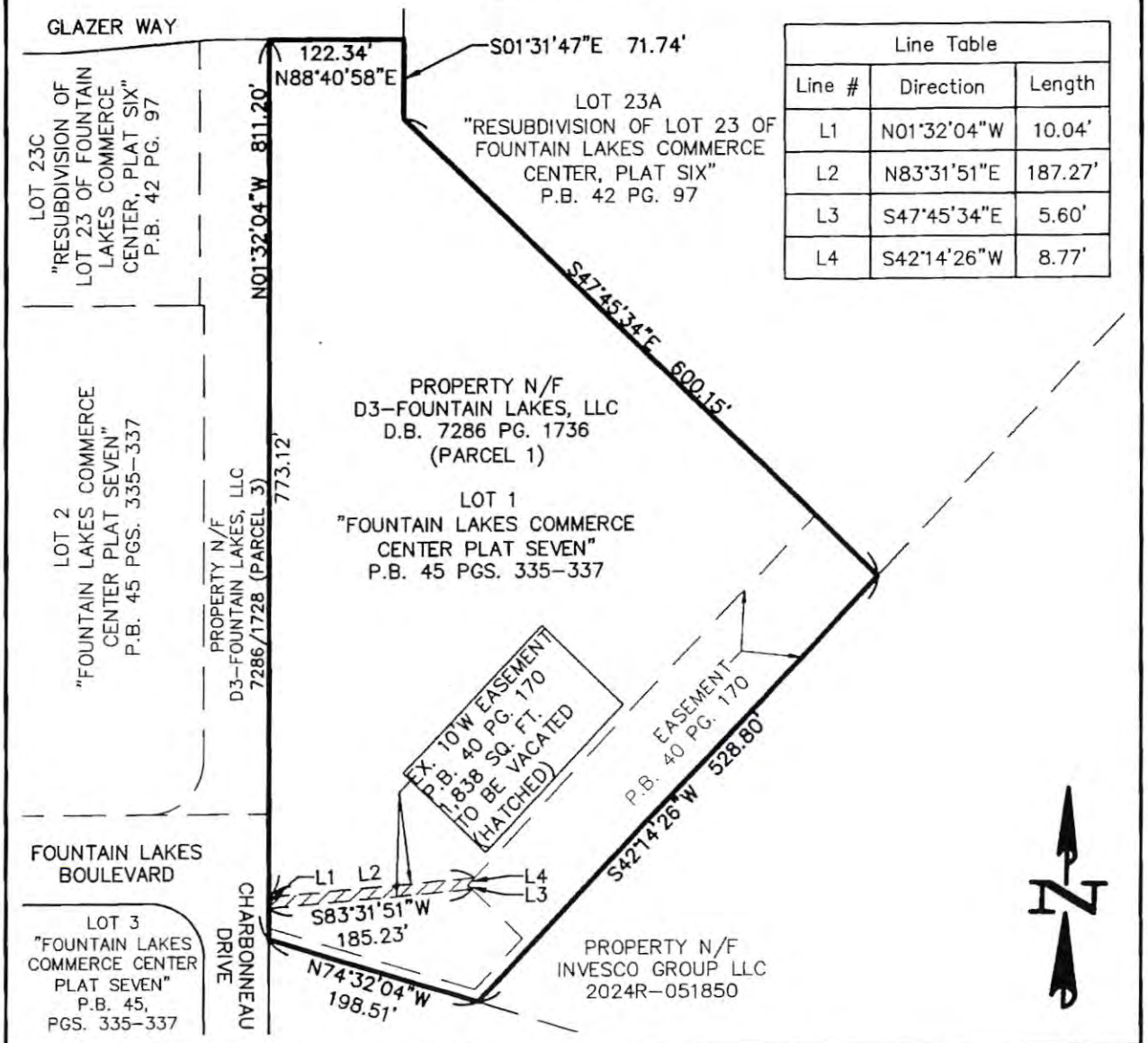
EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45, PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



Line Table		
Line #	Direction	Length
L1	N01°32'04"W	10.04'
L2	N83°31'51"E	187.27'
L3	S47°45'34"E	5.60'
L4	S42°14'26"W	8.77'

BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
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2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC2
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

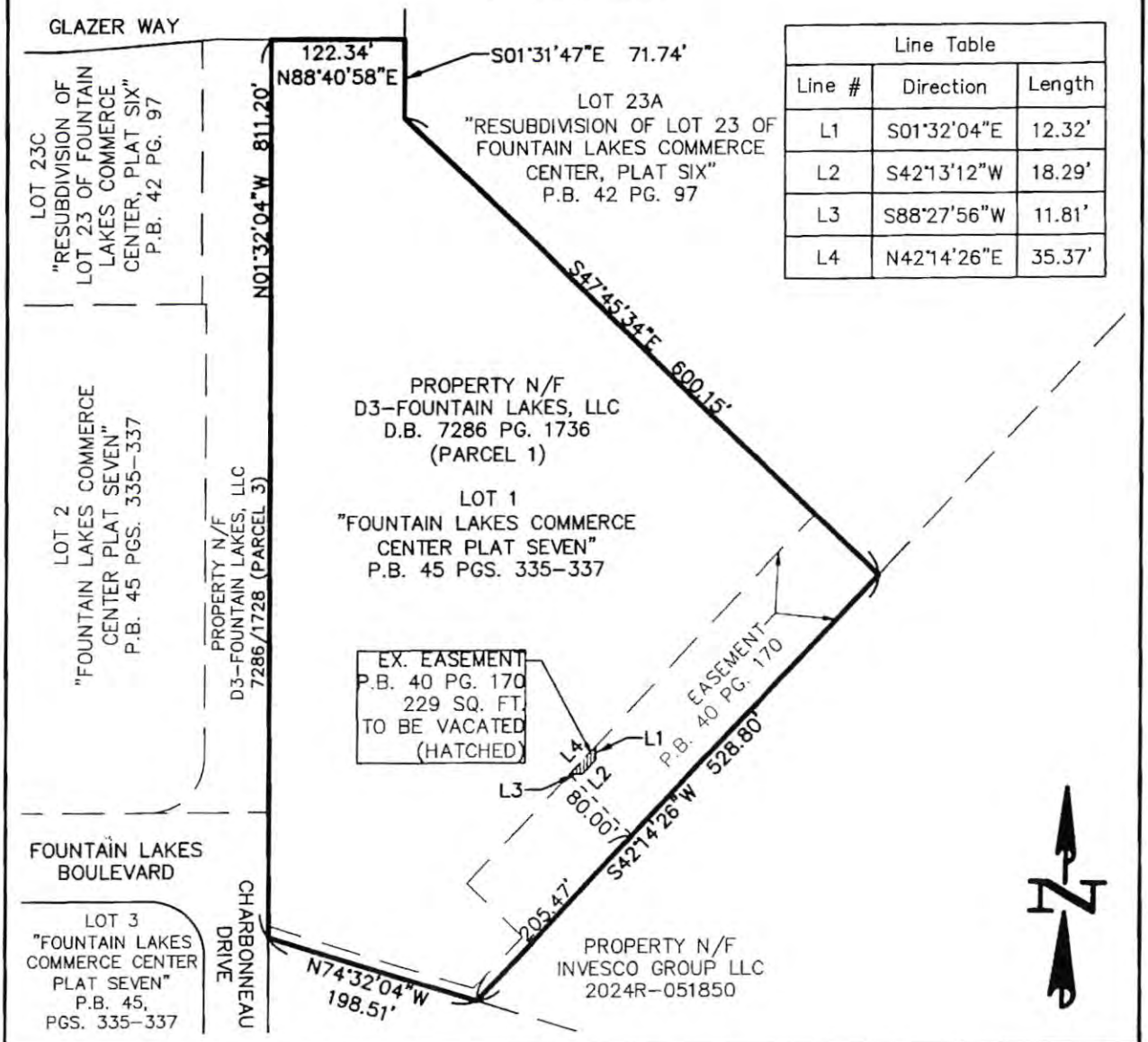
EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45, PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



Line Table		
Line #	Direction	Length
L1	S01°32'04"E	12.32'
L2	S42°13'12"W	18.29'
L3	S88°27'56"W	11.81'
L4	N42°14'26"E	35.37'

BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
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2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	01/27/25
DRAWN:	DVD
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC3
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

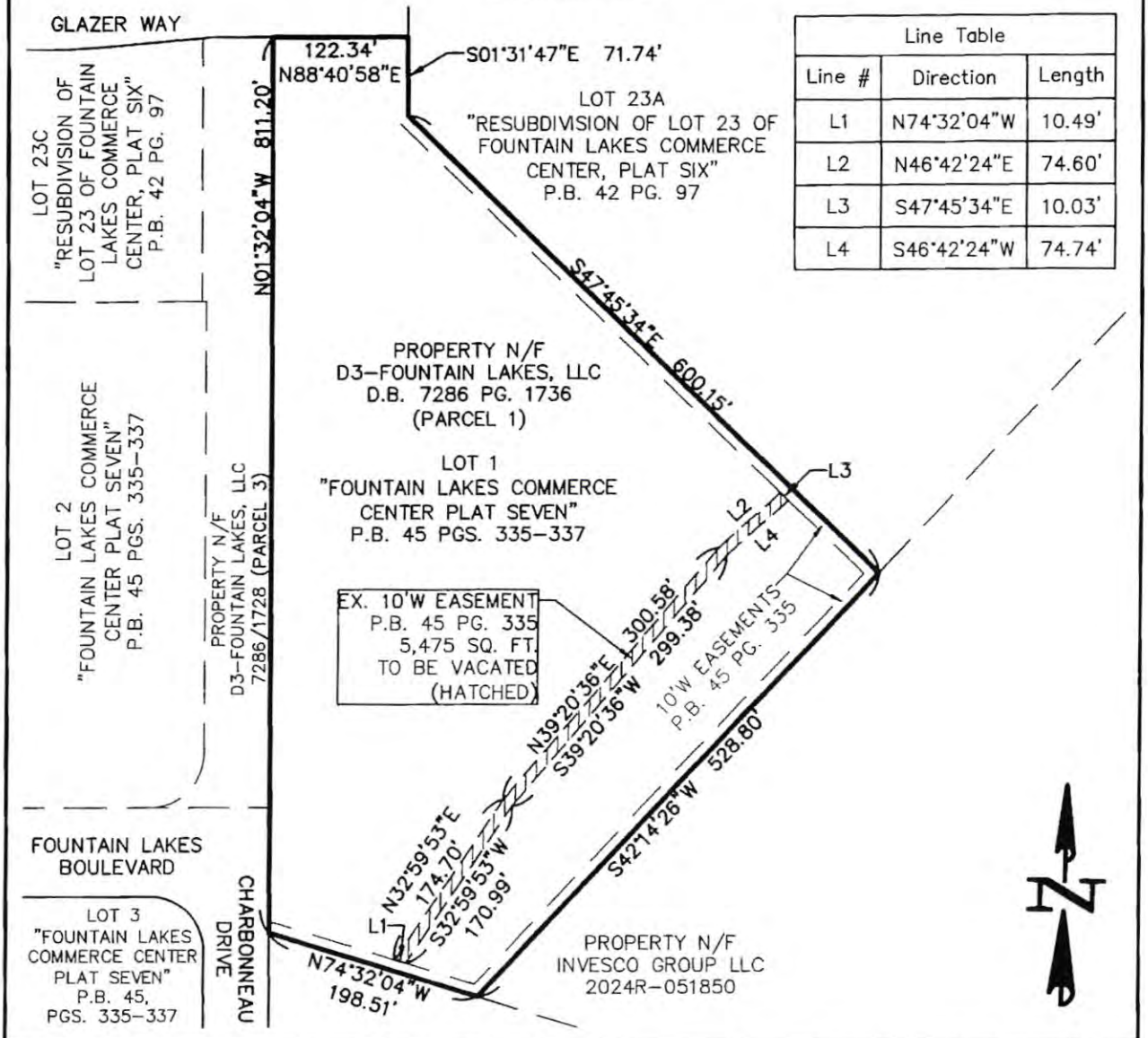
EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45 PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



Line Table		
Line #	Direction	Length
L1	N74°32'04"W	10.49'
L2	N46°42'24"E	74.60'
L3	S47°45'34"E	10.03'
L4	S46°42'24"W	74.74'

BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
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2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC4
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

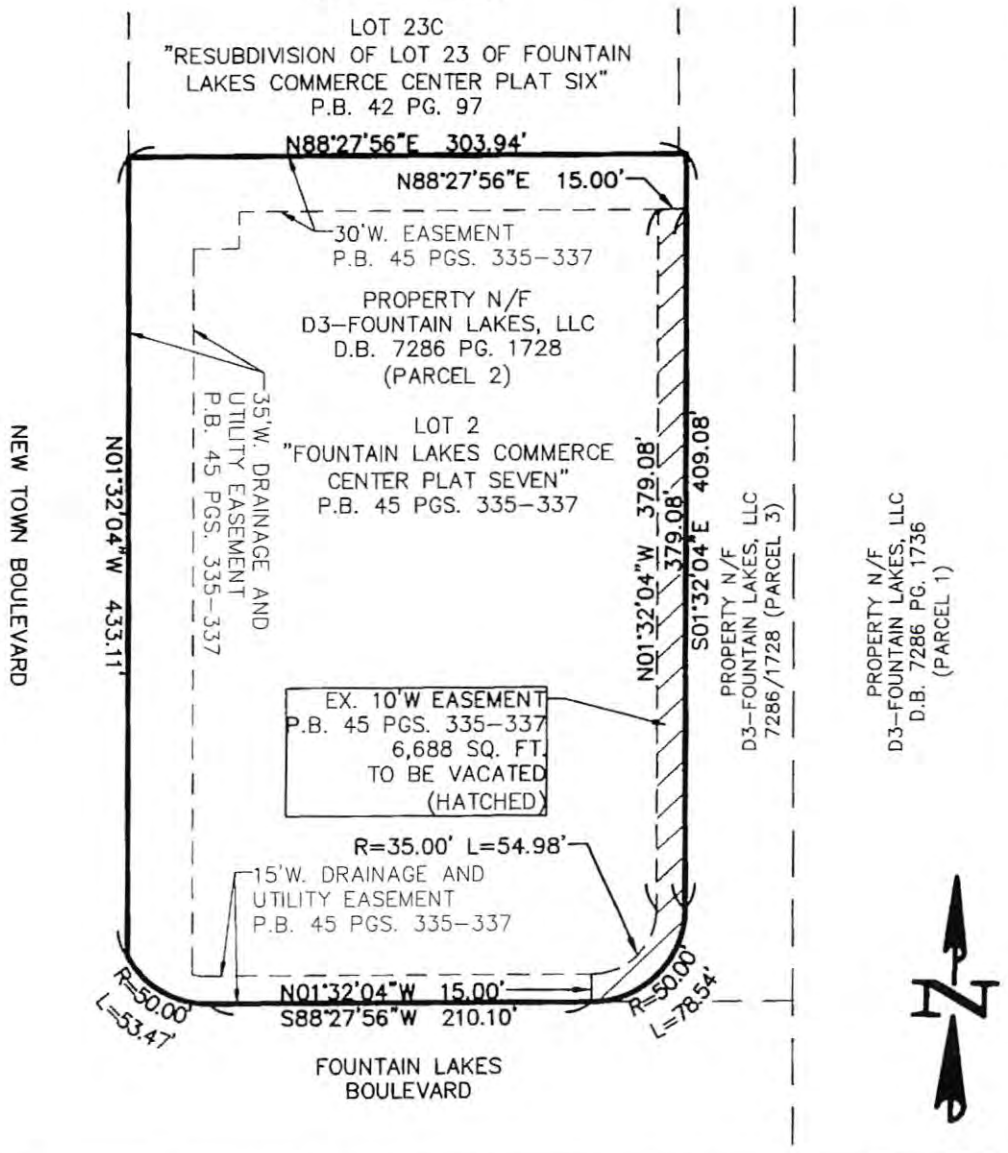
EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45, PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI



ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

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DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=100'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC5
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

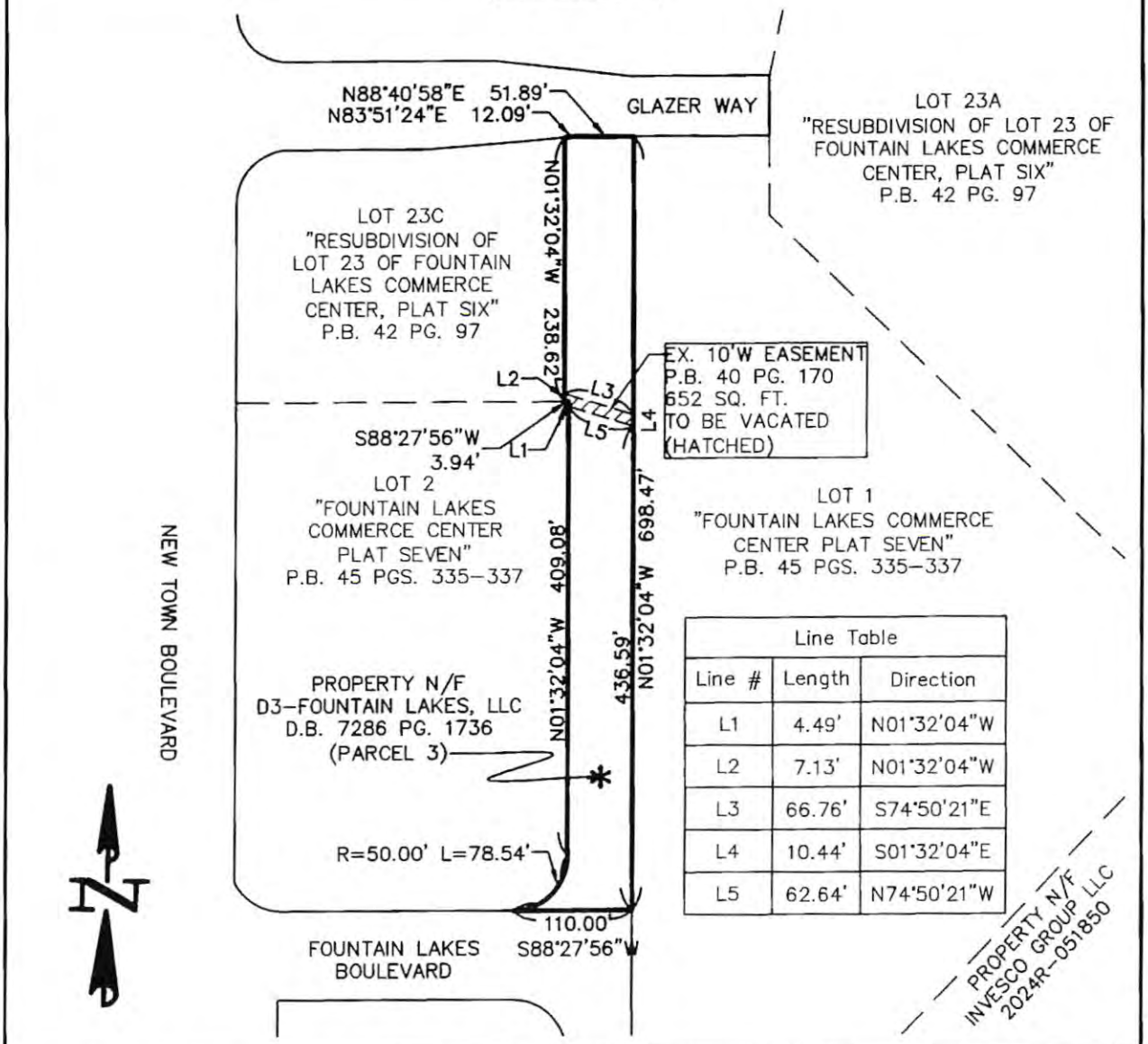
EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 2 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45, PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



Line Table		
Line #	Length	Direction
L1	4.49'	N01°32'04"W
L2	7.13'	N01°32'04"W
L3	66.76'	S74°50'21"E
L4	10.44'	S01°32'04"E
L5	62.64'	N74°50'21"W

BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

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DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC6
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

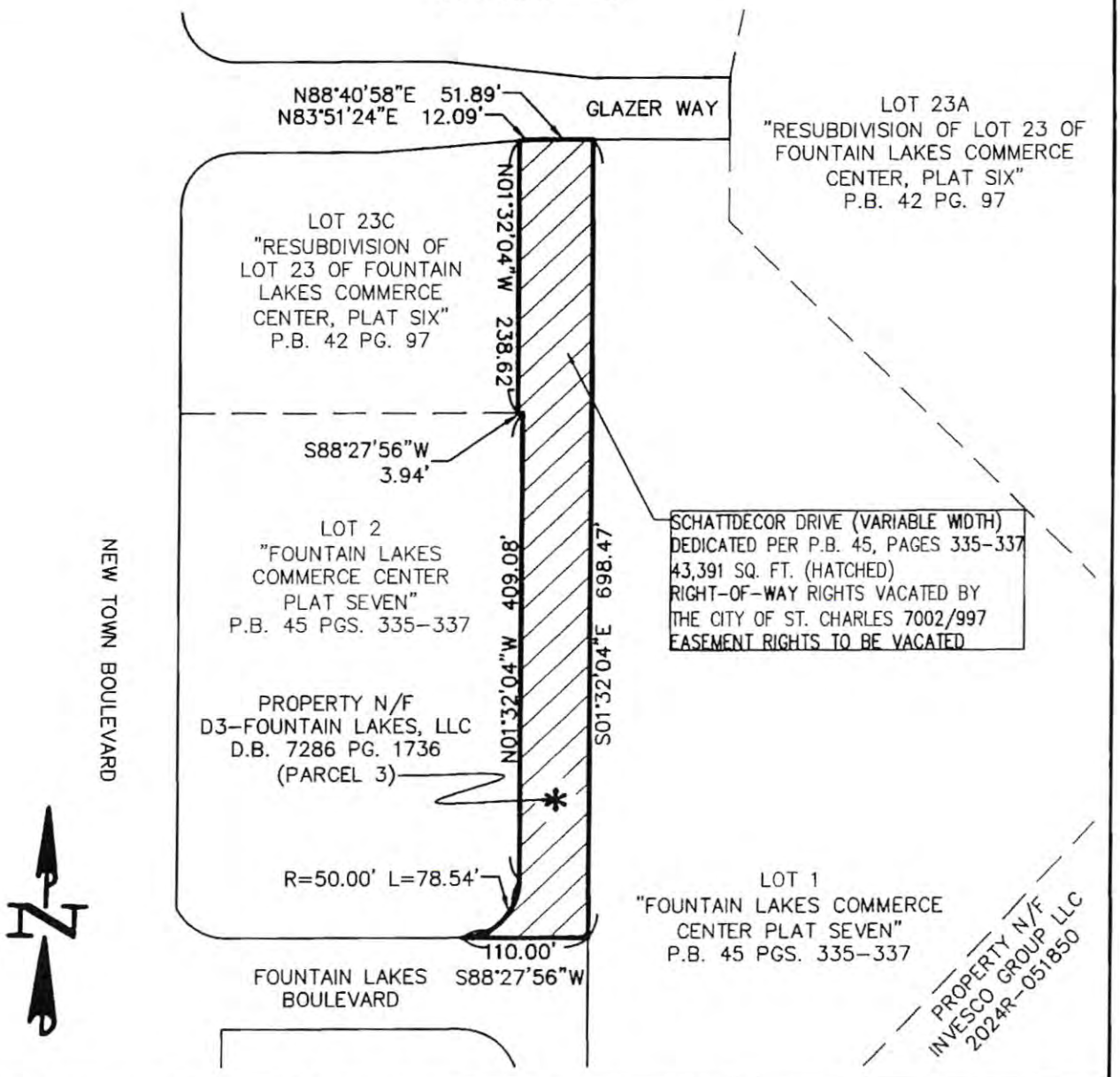
EASEMENT VACATE

A TRACT OF LAND BEING PART OF VACATED SCHATTDECOR DRIVE, VARIABLE WIDTH OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45 PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

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DATE:	02/04/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC10
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

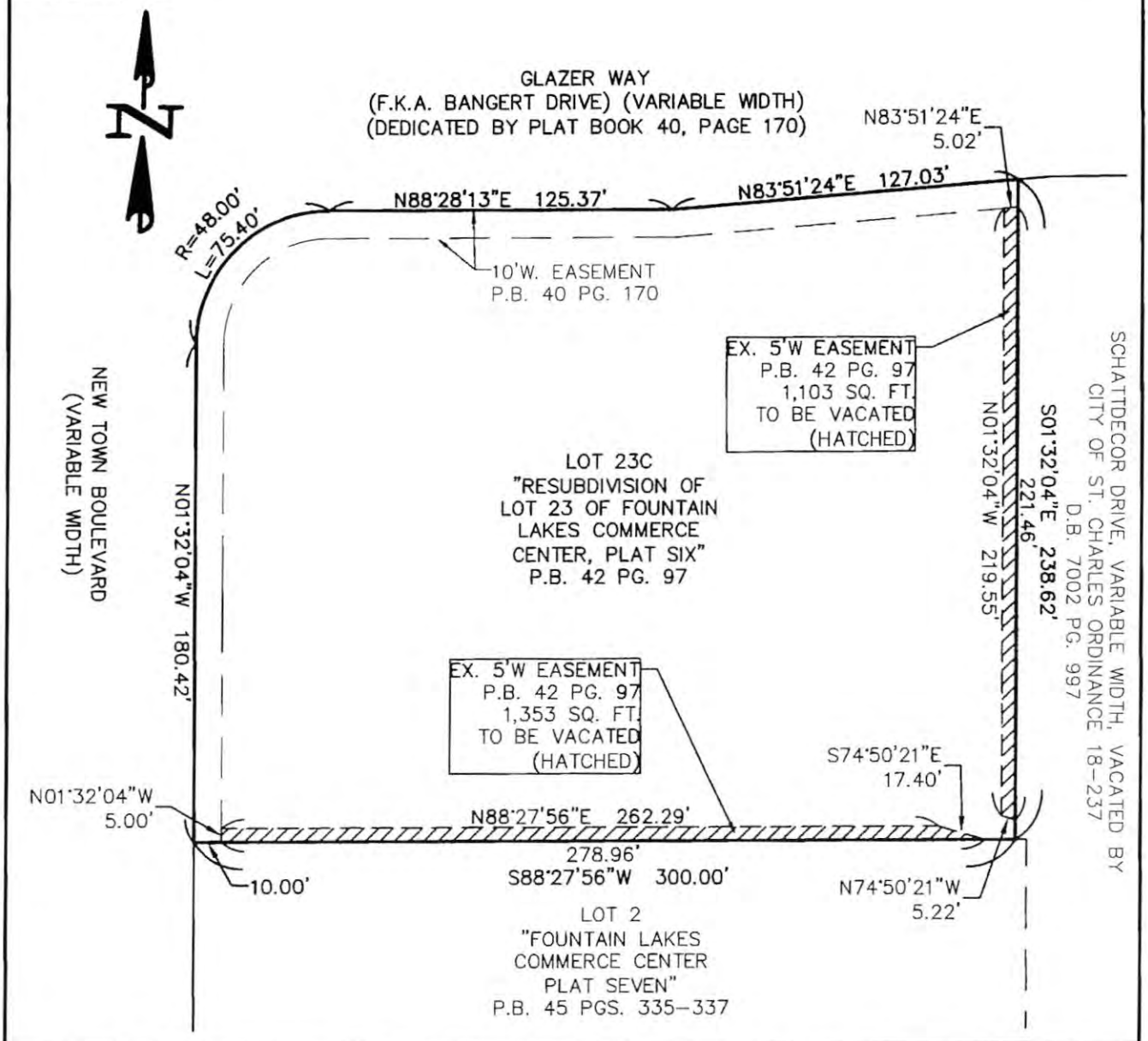
EASEMENT VACATE

A TRACT OF LAND BEING PART OF VACATED SCHATTDECOR DRIVE, VARIABLE WIDTH OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45 PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER PLS-2015017835
2-4-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

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DATE:	02/26/25
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SCALE:	1"=60'
PROJECT:	9085ZTBE
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SHEET:	1 OF 1

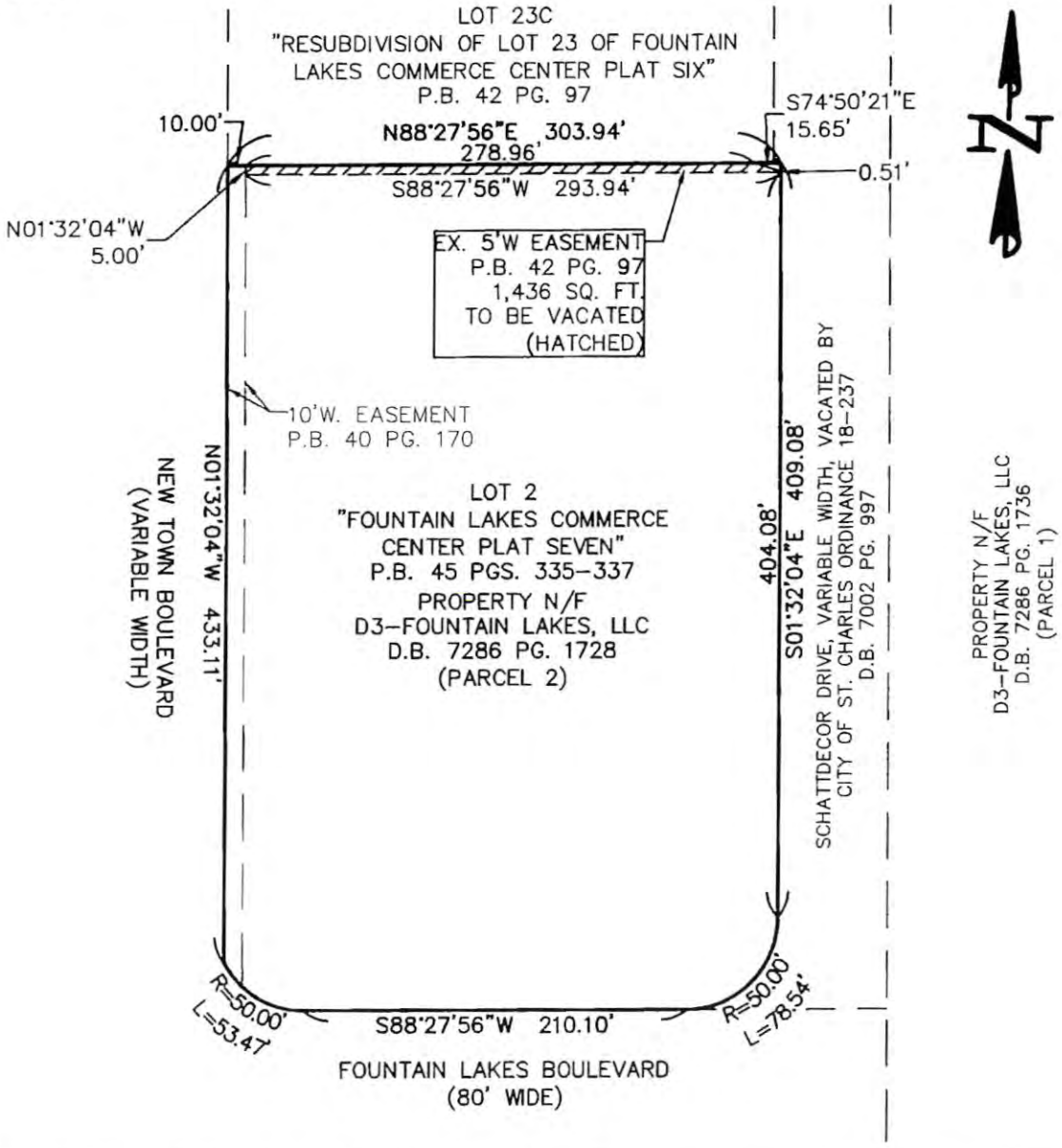
MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

EASEMENT VACATE

A TRACT OF LAND BEING
PART OF LOT 23C OF
"RESUBDIVISION OF LOT 23C OF
FOUNTAIN LAKES COMMERCE CENTER PLAT SIX"
PLAT BOOK 42, PAGE 97
TOWNSHIP 47 NORTH, RANGE 4 EAST
CITY OF ST. CHARLES,
ST. CHARLES COUNTY, MISSOURI



EXHIBIT A



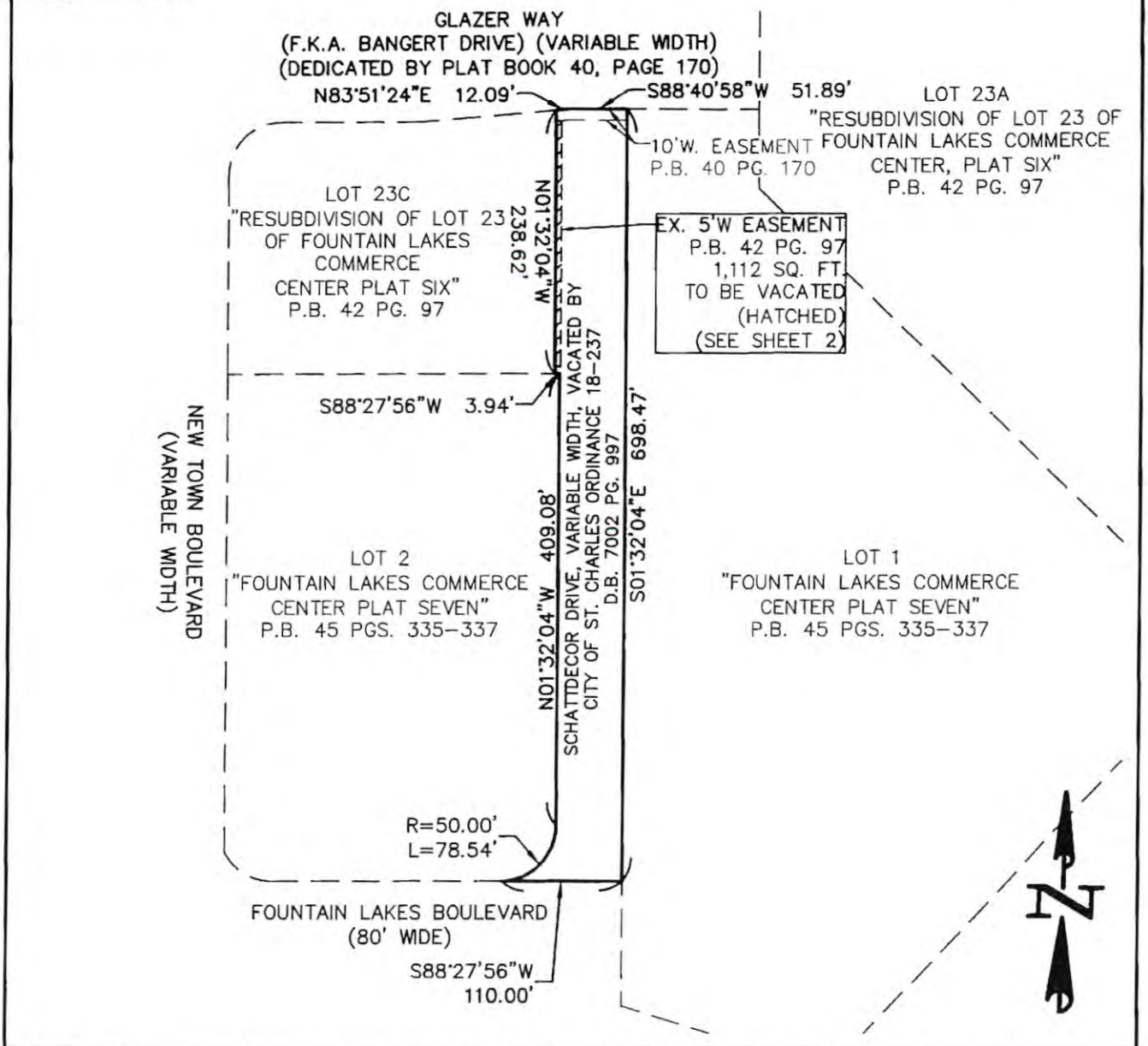
BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

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2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE: 02/26/25	EASEMENT VACATE
DRAWN: CEM	A TRACT OF LAND BEING PART OF LOT 2 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45, PAGES 335-337, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI
SCALE: 1"=100'	
PROJECT: 9085ZTBE	
FILE:9085ZTBEVAC12	
SHEET: 1 OF 1	
MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144	

STATE OF MISSOURI
ANDY D. BRICK
NUMBER
PLS-2015017835
PROFESSIONAL LAND SURVEYOR
2-27-25

EXHIBIT A



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
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2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	02/26/25
DRAWN:	CEM
SCALE:	1"=150'
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FILE:	9085ZTBEVAC13
SHEET:	1 OF 2

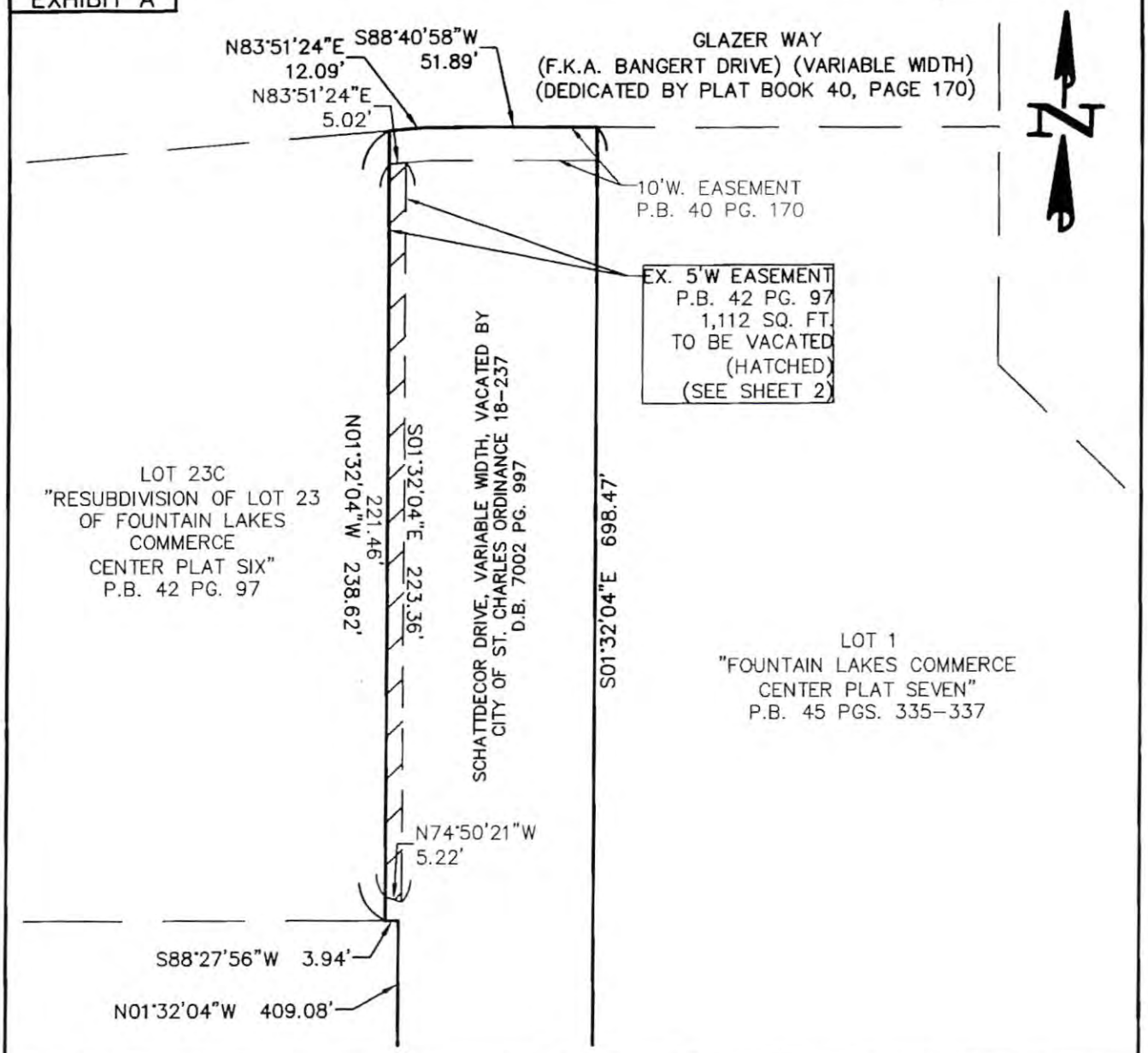
MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

EASEMENT VACATE

A TRACT OF LAND BEING
PART OF VACATED SCHATTDECOR DRIVE,
VARIABLE WIDTH OF
"FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN"
PLAT BOOK 45 PAGES 335-337,
TOWNSHIP 47 NORTH, RANGE 4 EAST
CITY OF ST. CHARLES,
ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY E. BECK
NUMBER
PLS-2015017835
2-27-25
PROFESSIONAL LAND SURVEYOR

EXHIBIT A



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

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2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE: 02/26/25	EASEMENT VACATE
DRAWN: CEM	
SCALE: 1"=50'	A TRACT OF LAND BEING
PROJECT: 9085ZTBE	PART OF VACATED SCHATTDECOR DRIVE,
FILE:9085ZTBEVAC13	VARIABLE WIDTH OF
SHEET: 2 OF 2	"FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN"
MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144	PLAT BOOK 45 PAGES 335-337, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
2-27-25
PROFESSIONAL LAND SURVEYOR

2026R-011237
03/11/2026 10:44:18 AM
$ 30.00
PAGES: 4
CERTIFIED-FILED FOR RECORD
MARY E. DEMPSEY
RECORDER OF DEEDS
ST. CHARLES COUNTY, MISSOURI
BY: CGRAF
ELECTRONICALLY RECORDED

REMS INFORMATION
Agreement ID: UEC-202503-57254
Project ID: 75234

PARTIAL RELEASE OF PLATTED EASEMENT RIGHTS

D3 Fountain Lakes LLC
Schattdecor Dr.
Gateway Division-St Charles District

KNOW ALL MEN THESE PRESENTS, this 10 day of March, 2026, that **UNION ELECTRIC COMPANY d/b/a AMEREN MISSOURI**, a Missouri corporation (hereinafter "Ameren") is a holder of certain easement rights for utility purposes (hereinafter collectively referred to as "Easement") that were dedicated by THE MILLSTONE COMPANY pursuant to the plat recorded in Plat Book 40, Page 170, in the Office of the Recorder of Deeds, for the County of St. Charles, State of Missouri.

WHEREAS Ameren, as a holder of said Easement, intends to release a PART of the Easement.

NOW THEREFORE, for and in consideration of Ten and No/100th Dollars ($10.00), the receipt of which is hereby acknowledged, Ameren hereby releases only that PART of the Easement that is illustrated in Exhibit "A" attached hereto and made a part hereof and described below:

> The area of the platted easement identified for release that appears on Exhibit A depicts a tract of land being part of Vacated Schattdecor Drive of "Fountain Lakes Commerce Center Plat Seven" in Plat Book 45, Pages 335-337, Fractional Section 13, Township 47 North, Range 4 East, City of St. Charles, St. Charles County, Missouri.

It is expressly understood and agreed that the interests of other parties, if any, mentioned in the aforesaid Easement are hereby reserved and remain in full force and effect.

This Partial Release of Platted Easement Rights is not intended to and shall not in any way affect other easements which Ameren owns or has a right to use in said Subdivision.

IN WITNESS WHEREOF, Ameren has hereunto caused this Partial Release of Platted Easement Rights to be executed on the date hereinabove written.

UNION ELECTRIC COMPANY d/b/a AMEREN MISSOURI

By: _____

Name: Janice Wenzel

Title: Director, Real Estate

ALL PURPOSE NOTARY ACKNOWLEDGMENT

STATE OF **MISSOURI**
COUNTY OF
OR CITY OF **St. Louis** } SS

On this 10 day of March, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared (print or type names of signatories):

Janice Wenzel

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Capacity Claimed By Signator(s)

☐ Individual(s)	☐ Corporate	☐ Limited Liability Company	☐ Partner(s)
☐ Trustee(s)	Title(s) of Officer(s):	Member(s)/Manager(s):	☐ Limited Partnership
☐ Executor(s)	Director, Real Estate		☐ General Partnership
☐ Administrator(s)			☐ Other (Specify Below):
☐ Attorney-In-Fact			
☐ Conservator(s)			
☐ Guardian(s)			

April 20, 2027
My Commission Expires

Notary Public

Affix Notary Stamp Below

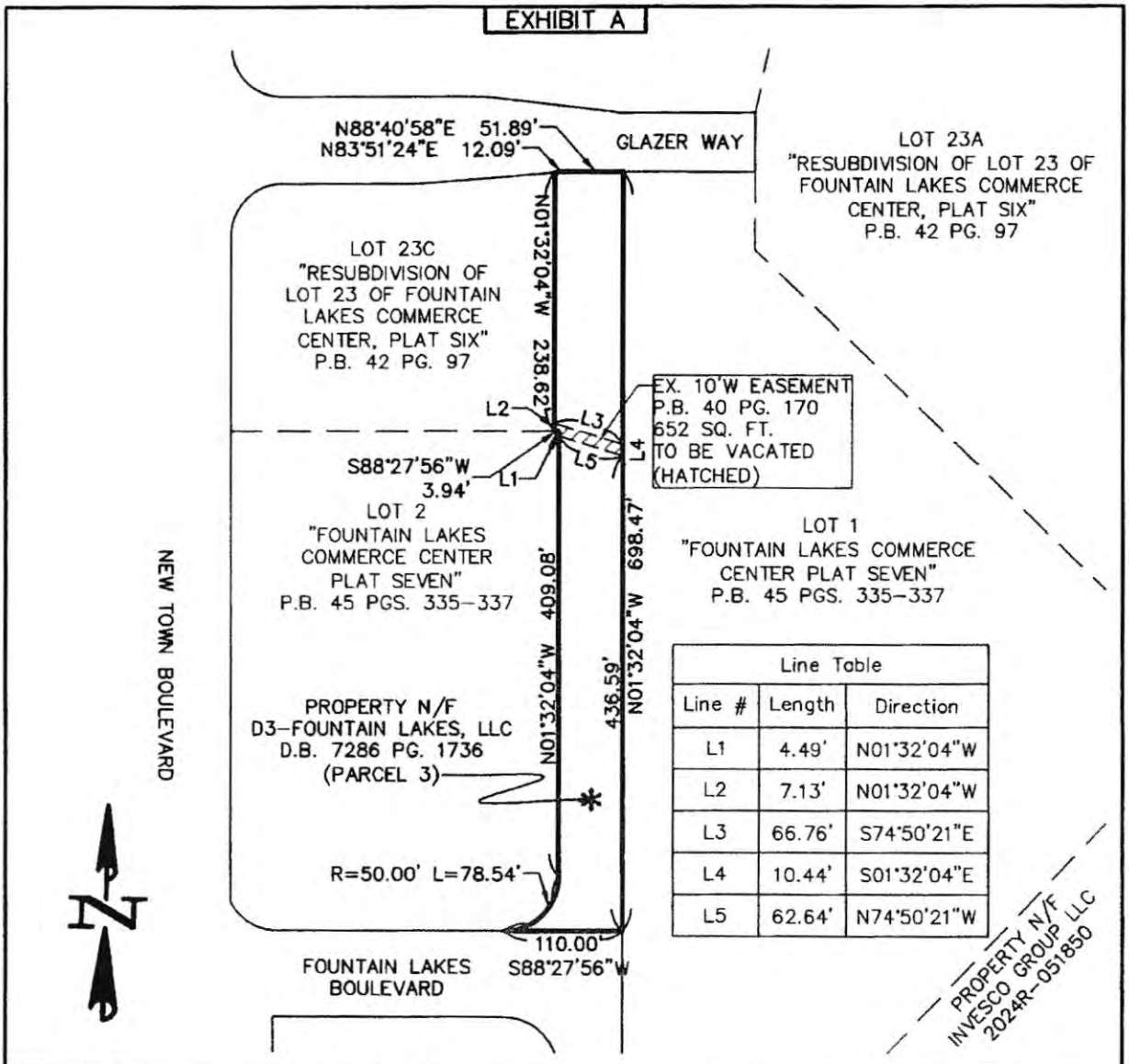
KATIE KRUEGER
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis City
My Commission Expires: Apr. 20, 2027
Commission # 23660628

Prepared By: K. McWhorter

Return To: K. McWhorter

KNM
3/6/26

EXHIBIT A



Line Table		
Line #	Length	Direction
L1	4.49'	N01°32'04"W
L2	7.13'	N01°32'04"W
L3	66.76'	S74°50'21"E
L4	10.44'	S01°32'04"E
L5	62.64'	N74°50'21"W

BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC6
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

EASEMENT VACATE

A TRACT OF LAND BEING PART OF VACATED SCHATTDECOR DRIVE, VARIABLE WIDTH OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45 PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

Petition for Vacation or Acceptance of Right-of-Way/Easement Within the City of St. Charles, Missouri

We, the owners of the tracts of land adjacent to 3704 New Town Boulevard, St. Charles, Missouri 63301, each lying in various width easements within the City limits of the City of St. Charles, do hereby petition the Mayor and City Council to:

- ☐ Accept said streets as Provisional Streets according to City Code 505.330.
- ☐ Accept said streets as Public Streets according to City Code 505.340.
- X Vacate said right-of-way [easement]

We the undersigned owners also understand and affirm that if public property rights do not currently exist, we shall donate and execute said donations at our expense, all land rights determined by the City as being necessary for said acceptance of streets or for vacation of right-of-way [easement] through the appropriate legal means which may include, but not necessarily be limited to resubdivision plats, deeds, easements, etc. The exact limits of the right-of-way or easements being petitioned are as follows:

A TRACT OF LAND BEING ALL OF VACATED SCHATTDECOR DRIVE, (VARIABLE WIDTH) OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 45, PAGES 335-337 OF THE ST. CHARLES COUNTY RECORDS, IN TOWNSHIP 47 NORTH, RANGE 4 EAST, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 23C OF "RESUBDIVISION OF LOT 23 OF FOUNTAIN LAKES COMMERCE CENTER, PLAT SIX", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 42 PAGE 97 OF SAID RECORDS; THENCE ALONG THE EAST LINE OF SAID LOT 23C, NORTH 01 DEGREES 32 MINUTES 04 SECONDS WEST 238.62 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF GLAZER WAY; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF GLAZER WAY, THE FOLLOWING COURSES AND DISTANCES: NORTH 83 DEGREES 51 MINUTES 24 SECONDS EAST 12.09 FEET; AND NORTH 88 DEGREES 40 MINUTES 58 SECONDS EAST 51.89 FEET TO A POINT ON THE WEST LINE OF LOT 1 OF SAID "FOUNTAIN LAKES COMMERCIAL LOT SEVEN"; THENCE ALONG THE SAID WEST LINE OF LOT 1, SOUTH 01 DEGREES 32 MINUTES 04 SECONDS EAST 698.47 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF FOUNTAIN LAKES BOULEVARD; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE OF FOUNTAIN LAKES BOULEVARD, SOUTH 88 DEGREES 27 MINUTES 56 SECONDS WEST 110.00 FEET TO A POINT ON THE EAST LINE OF LOT 2 OF SAID "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN"; THENCE ALONG SAID EAST LINE OF LOT 2, THE FOLLOWING COURSES AND DISTANCES: ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 43 DEGREES 27

EXHIBIT H

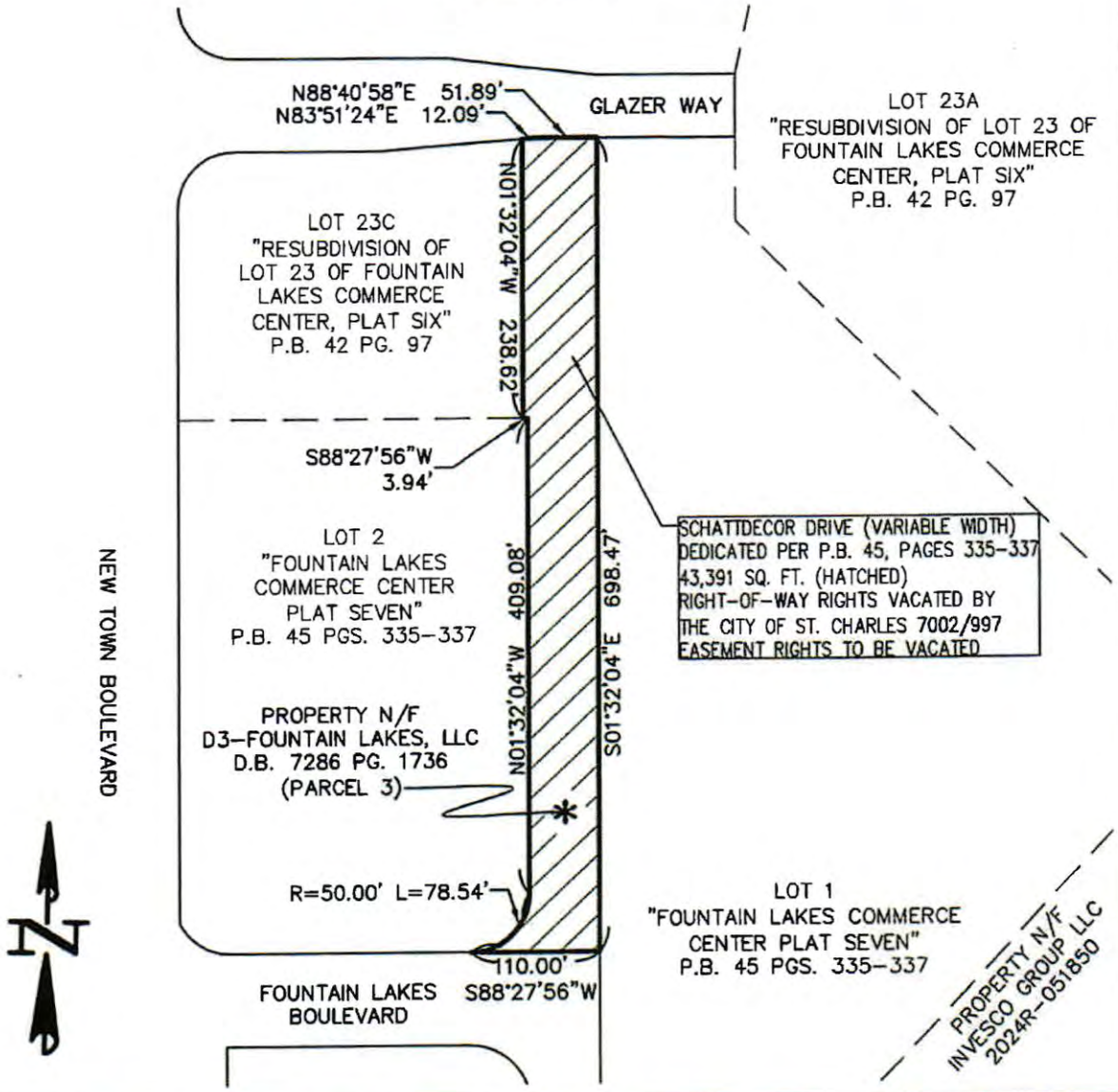
MINUTES 56 SECONDS EAST 70.71 FEET AND WHOSE RADIUS POINT BEARS NORTH 01 DEGREES 32 MINUTES 04 SECONDS WEST 50.00 FEET FROM THE LAST MENTIONED POINT, AN ARC DISTANCE OF 78.54 FEET; AND NORTH 01 DEGREES 32 MINUTES 04 SECONDS WEST 409.08 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2; THENCE ALONG SAID NORTH LINE OF LOT 2, SOUTH 88 DEGREES 27 MINUTES 56 SECONDS WEST 3.94 FEET TO THE POINT OF BEGINNING, CONTAINING 43,391 SQUARE FEET ACCORDING TO CALCULATION BY BAX ENGINEERING COMPANY DURING JUNE, 2025.

Signatures of all adjoining property owners:

Signature

Drew Bextermueller
Director of Real Estate
D3 Fountain Lakes, LLC
16690 Swingley Ridge Road, 4th Floor
Chesterfield, Missouri 63017
(636) 812-1360

EXHIBIT A



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	02/04/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC10
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

EASEMENT VACATE

A TRACT OF LAND BEING PART OF VACATED SCHATTDECOR DRIVE, VARIABLE WIDTH OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45 PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER PLS-2015017835
2-4-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

ENGINEERING
PLANNING
SURVEYING

LAND DESCRIPTION
43,391 SQ. FT.
JUNE 26, 2025
BAX PROJECT No. 97-9085ZTBE
CEM

EASEMENT VACATION

A TRACT OF LAND BEING ALL OF VACATED SCHATTDECOR DRIVE, (VARIABLE WIDTH) OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 45, PAGES 335-337 OF THE ST. CHARLES COUNTY RECORDS, IN TOWNSHIP 47 NORTH, RANGE 4 EAST, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 23C OF "RESUBDIVISION OF LOT 23 OF FOUNTAIN LAKES COMMERCE CENTER, PLAT SIX", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 42 PAGE 97 OF SAID RECORDS; THENCE ALONG THE EAST LINE OF SAID LOT 23C, NORTH 01 DEGREES 32 MINUTES 04 SECONDS WEST 238.62 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF GLAZER WAY; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF GLAZER WAY, THE FOLLOWING COURSES AND DISTANCES: NORTH 83 DEGREES 51 MINUTES 24 SECONDS EAST 12.09 FEET; AND NORTH 88 DEGREES 40 MINUTES 58 SECONDS EAST 51.89 FEET TO A POINT ON THE WEST LINE OF LOT 1 OF SAID "FOUNTAIN LAKES COMMERCIAL LOT SEVEN"; THENCE ALONG THE SAID WEST LINE OF LOT 1, SOUTH 01 DEGREES 32 MINUTES 04 SECONDS EAST 698.47 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF FOUNTAIN LAKES BOULEVARD; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE OF FOUNTAIN LAKES BOULEVARD, SOUTH 88 DEGREES 27 MINUTES 56 SECONDS WEST 110.00 FEET TO A POINT ON THE EAST LINE OF LOT 2 OF SAID "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN"; THENCE ALONG SAID EAST LINE OF LOT 2, THE FOLLOWING COURSES AND DISTANCES: ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 43 DEGREES 27 MINUTES 56 SECONDS EAST 70.71 FEET AND WHOSE RADIUS POINT BEARS NORTH 01 DEGREES 32 MINUTES 04 SECONDS WEST 50.00 FEET FROM THE LAST MENTIONED POINT, AN ARC DISTANCE OF 78.54 FEET; AND NORTH 01 DEGREES 32 MINUTES 04 SECONDS WEST 409.08 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2; THENCE ALONG SAID NORTH LINE OF LOT 2, SOUTH 88 DEGREES 27 MINUTES 56 SECONDS WEST 3.94 FEET TO THE POINT OF BEGINNING, CONTAINING 43,391 SQUARE FEET ACCORDING TO CALCULATION BY BAX ENGINEERING COMPANY DURING JUNE, 2025.



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

2025R-019357
05/12/2025 12:08:19 PM
$ 30.00
PAGES: 4
CERTIFIED-FILED FOR RECORD
MARY E. DEMPSEY
RECORDER OF DEEDS
ST. CHARLES COUNTY, MISSOURI
BY: CGRAF
ELECTRONICALLY RECORDED

DOCUMENT TYPE:	RELEASE OF EASEMENT
DATE OF DOCUMENT:	MARCH 27, 2025
GRANTOR:	SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a AT&T MISSOURI 12930 OLIVE BOULEVARD CREVE COEUR, MISSOURI 63141
GRANTEE:	FOUNTAIN LAKES, LLC 16690 SWINGLEY RIDGE ROAD, 4TH FLOOR CHESTERFEILD MISSOURI, 63017
LEGAL DESCRIPTION:	A TRACT OF LAND BEING PART OF SCHATTDECOR DRIVE OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN", PLAT BOOK 45, PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI
REFERENCE BOOK AND PAGE:	PLAT BOOK 45, PAGES 335-337

at&t

SOUTHWESTERN BELL TELEPHONE COMPANY
RELEASE OF EASEMENT

Executed: 3-27-25

THIS RELEASE OF EASEMENT, entered into by ***SOUTHWESTERN BELL TELEPHONE COMPANY, d/b/a AT&T MISSOURI***, *(120 N 2ND ST, FESTUS, MO 63028), GRANTOR, AND FOUNTAIN LAKES, LLC, GRANTEE*, wherein GRANTOR in consideration of One Dollar ($1.00) and other valuable consideration, receipt of which is hereby acknowledged, does by these presents ABANDON, RELEASE, RELINQUISH AND DISCLAIM to GRANTEE, as is, all or a specific portion of a certain easement for telecommunication purposes hereinafter described that affects land owned by GRANTEE situated in The City of St Charles ST CHARLES COUNTY, MISSOURI, and described as follows

PART OF

LOT 2
"FOUNTAIN LAKES
COMMERCE CENTER
PLAT SEVEN"
P.B. 45 PGS. 335-337

SCHATTDECOR DRIVE (VARIABLE WIDTH)
DEDICATED PER P.B. 45, PAGES 335-337
43,391 SQ. FT. (HATCHED)
RIGHT-OF-WAY RIGHTS VACATED BY
THE CITY OF ST. CHARLES 7002/997
EASEMENT RIGHTS TO BE VACATED

LOT 23C
"RESUBDIVISION OF
LOT 23 OF FOUNTAIN
LAKES COMMERCE
CENTER, PLAT SIX"
P.B. 42 PG. 97

Said land of GRANTEE being subject to:

A TRACT OF LAND BEING PART OF
VACATED SCHATTDECOR DRIVE, VARIABLE WIDTH OF
"FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN"
PLAT BOOK 45 PAGES 335-337,
WITHIN FRACTIONAL SECTION 13,
TOWNSHIP 47 NORTH, RANGE 4 EAST
CITY OF ST. CHARLES,
ST. CHARLES COUNTY, MISSOURI

The area of said easements to be hereby released is described as follows: The area depicted as hachured **(//////////)** on the Easement Release Plat, marked Exhibit "A" and attached hereto, and made a part thereof.

TO HAVE AND TO HOLD same, together with all rights and appurtenances to the same belonging, unto GRANTEE(S), their heirs, successors and assigns forever.

IN WITNESS WHEREOF, GRANTOR has caused this Release of Easement to be executed by its duly authorized officers this 27 day of MARCH 2025

SOUTHWESTERN BELL TELEPHONE COMPANY (d/b/a AT&T MISSOURI)

Name: CHRIS LAPORTE

Title: SPECIALIST OSP DESIGN ENGINEER

THE STATE OF MISSOURI
COUNTY OF JEFFERSON

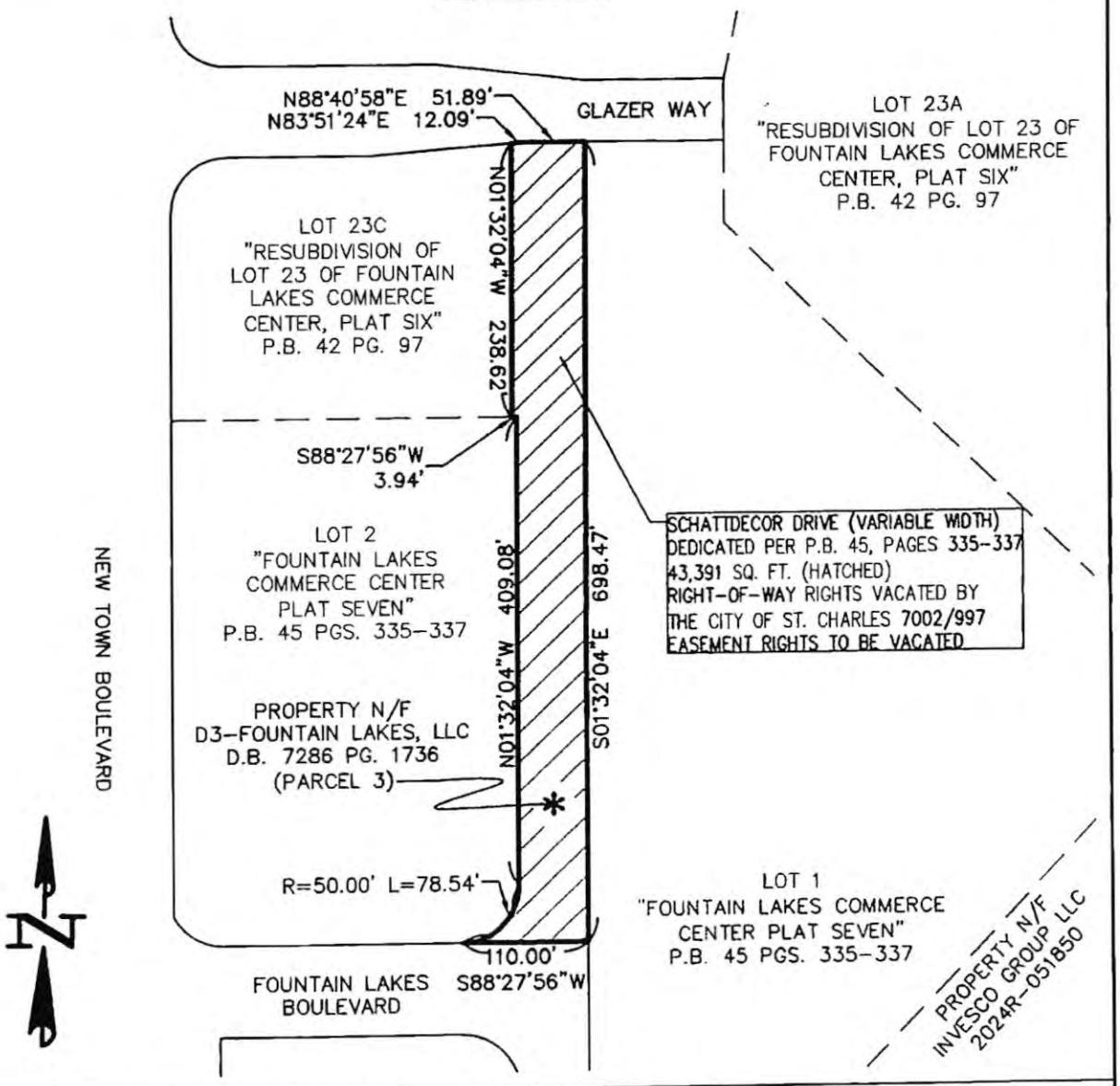
BEFORE ME, the undersigned authority, on this day personally appeared CHRIS LAPORTE, known to me to be the person whose name is subscribed to the foregoing instrument as the SR SPECIALIST OSP DESIGN ENGINEER of SOUTHWESTERN BELL TELEPHONE COMPANY (d/b/a AT&T Missouri), a corporation, and acknowledged to me that he executed the same for purposes and considerations therein expressed in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 27th day of March 2025

JEFFREY ALAN KEMPFER
Notary Public, Notary Seal
State of Missouri
Jefferson County
Commission # 17543302
My Commission Expires 01-09-2029

Notary Public

EXHIBIT A



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	02/04/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC10
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

EASEMENT VACATE

A TRACT OF LAND BEING PART OF VACATED SCHATTDECOR DRIVE, VARIABLE WIDTH OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45 PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
2-4-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

2025R-043120
09/30/2025 08:42:42 AM
$ 60.00
PAGES: 14
CERTIFIED-FILED FOR RECORD
MARY E. DEMPSEY
RECORDER OF DEEDS
ST. CHARLES COUNTY, MISSOURI
BY: GOLMSTED
ELECTRONICALLY RECORDED

DOCUMENT TYPE:	VACATION OF EASEMENT
DATE OF DOCUMENT:	SEPTEMBER 4, 2025
GRANTOR:	CHARTER COMMUNICATIONS ENTERTAINMENT I, LLC 941 CHARTER COMMONS TOWN AND COUNTRY, MISSOURI 63017
GRANTEE:	D3 FOUNTAIN LAKES LLC 16690 SWINGLEY RIDGE ROAD, 4TH FLOOR CHESTERFEILD MISSOURI, 63017
LEGAL DESCRIPTION:	A TRACT OF LAND BEING PART OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" AND "FOUNTAIN LAKES COMMERCE CENTER PLAT SIX", TOWNSHIP 47 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI
REFERENCE BOOK AND PAGE:	PLAT BOOK 45, PAGES 335-337 PLAT BOOK 42, PAGE 97

Charter
COMMUNICATIONS

Aaron Detwiler
Field Operations AVP
Charter Spectrum Communications

VACATION OF EASEMENT

WHEREAS, an easement for broadband cable communications placement within the dedicated utility easement has been granted to Charter Communications Entertainment I, LLC ("Charter"), **The Grantor** located at 941 Charter Commons Town & Country, MO 63017 by St. Louis County, Missouri. A tract of land being part of Lots 1,2,23C, of Fountain Lakes Commerce Center Plat Seven, Plat book 45,Pages 335-337,within fractional section 13, ,Township 45 North, Ranch 4 East, St. Charles County, Missouri, St. Louis County, Missouri and it is the purpose and intent of Charter to release a portion of such easement rights.

NOW THEREFORE, Charter does hereby relinquish and release that portion of its easement rights to **Grantee** Fountain Lakes, LLC to place or maintain permanent facilities within the area of the easement shown on **Exhibits A**. Except for the release of the hatched area described herein, the remaining easement rights and interests granted to Charter pursuant to the aforementioned plat shall remain in full force and effect.

IN WITNESS THEREOF, Charter has caused this document to be executed as of the 4th day of September 2025.

Charter Communications Entertainment I, LLC, a Delaware limited liability company
By its manager: Charter Communications, Inc., a Delaware corporation

By:
Aaron Detwiler
Title: Field Operations AVP, Charter Spectrum Communications

[redacted]

Charter
COMMUNICATIONS

STATE OF ILLINOIS)

COUNTY OF MADISON)

On this 4th day of September 2025, before me appeared Aaron Detwiler, who being by me duly sworn, did say that he is a Field Operations Area Vice President of Charter Communications Inc., a Delaware corporation, that this instrument was signed on behalf of said company by authority of its board of directors, and that Aaron Detwiler declared that his signature placed hereon was the free act and deed of said company.

IN TESTIMONY WHEREOF, I have here unto set my hand on the day and year and in the County and State last written above.

Cathy Ann Wagner-Black

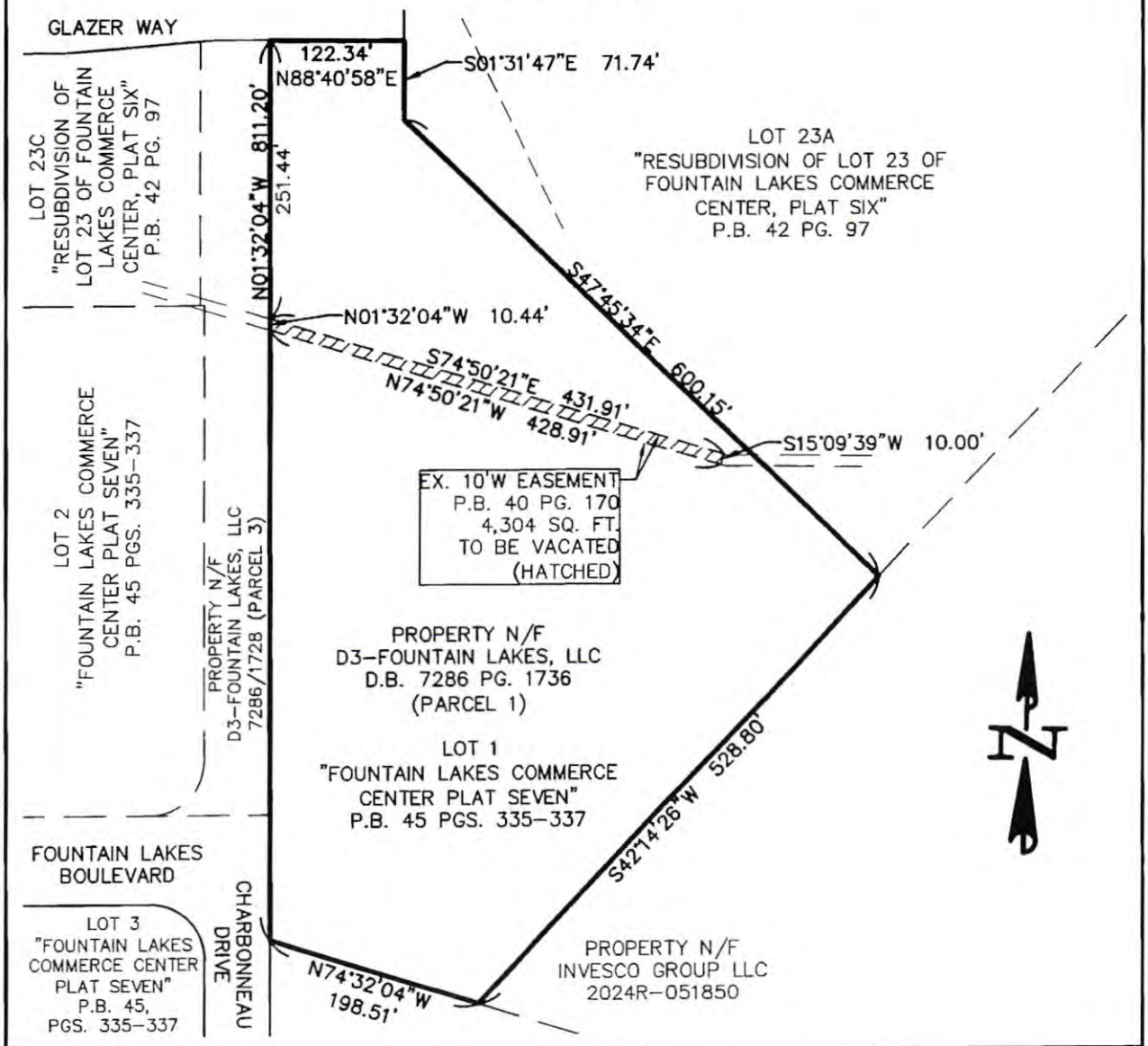
Cathy Ann Wagner-Black - Notary Public

My Commission Expires:

July 14th 2029

OFFICIAL SEAL
CATHY ANN WAGNER-BLACK
Notary Public, State of Illinois
Commission No. 1013570
My Commission Expires
July 14, 2029

EXHIBIT A



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC1
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

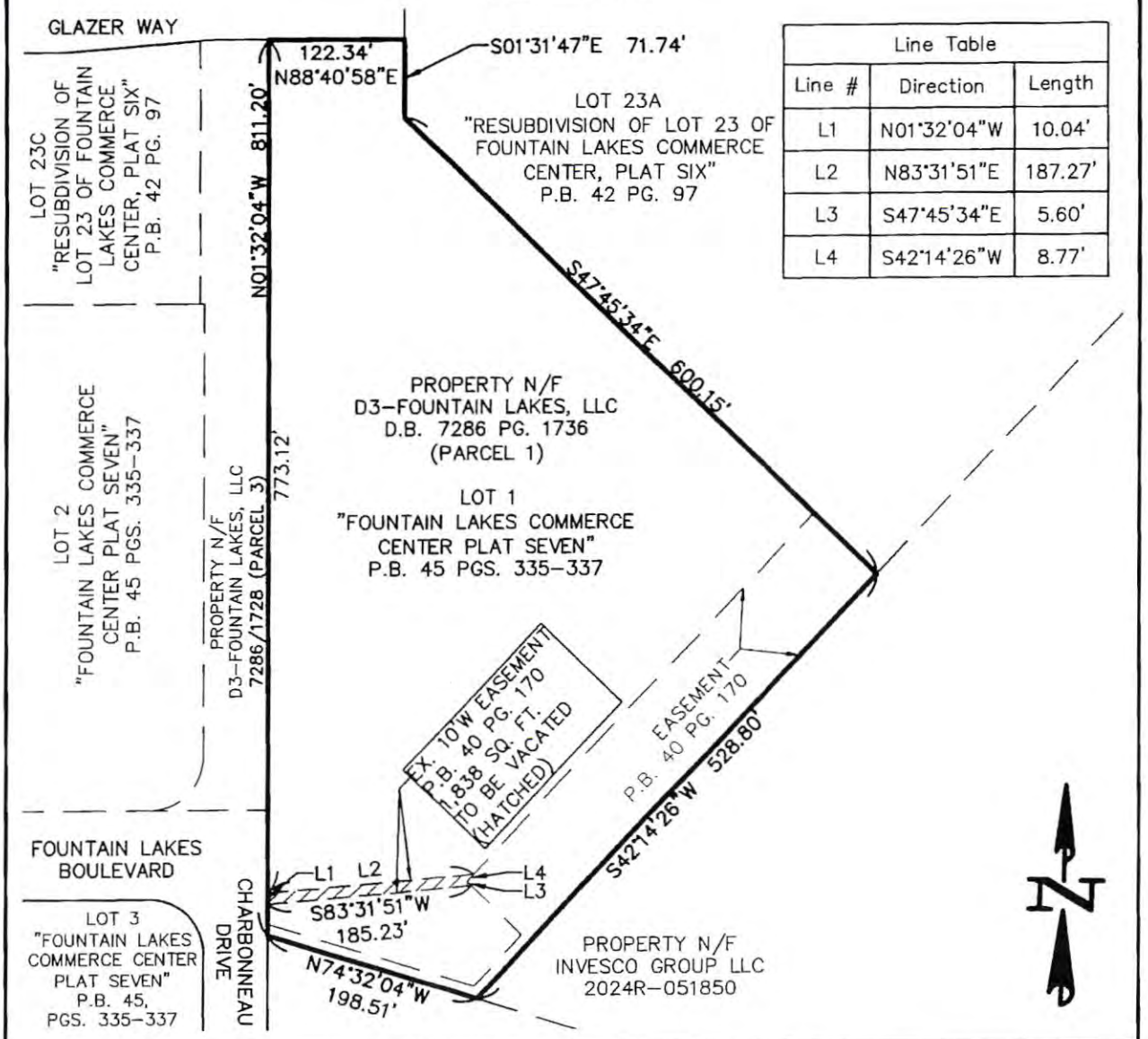
EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45, PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



Line Table		
Line #	Direction	Length
L1	N01°32'04"W	10.04'
L2	N83°31'51"E	187.27'
L3	S47°45'34"E	5.60'
L4	S42°14'26"W	8.77'

BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
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DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC2
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

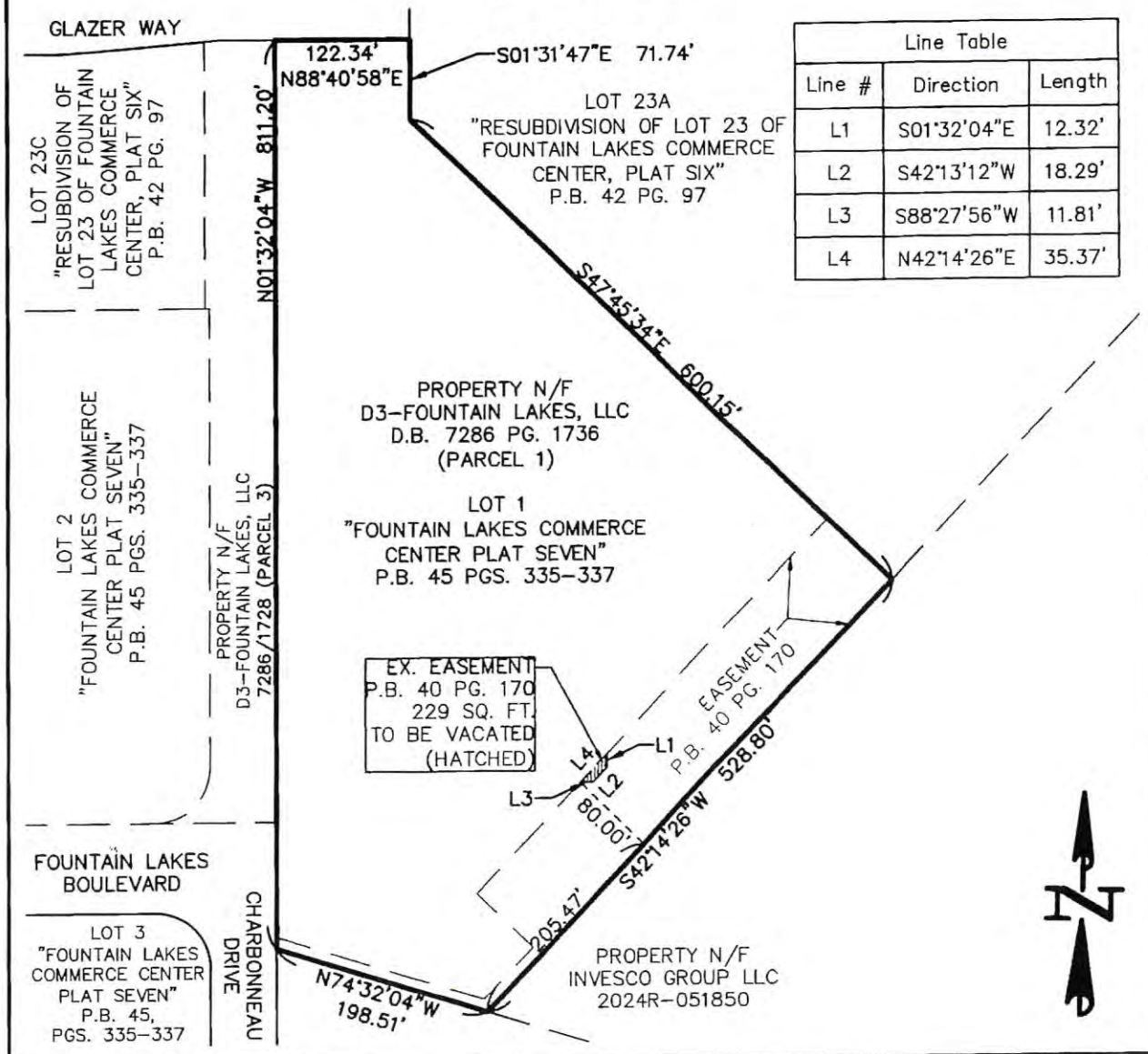
EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45, PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



Line Table		
Line #	Direction	Length
L1	S01°32'04"E	12.32'
L2	S42°13'12"W	18.29'
L3	S88°27'56"W	11.81'
L4	N42°14'26"E	35.37'

BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
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2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	01/27/25
DRAWN:	DVD
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC3
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

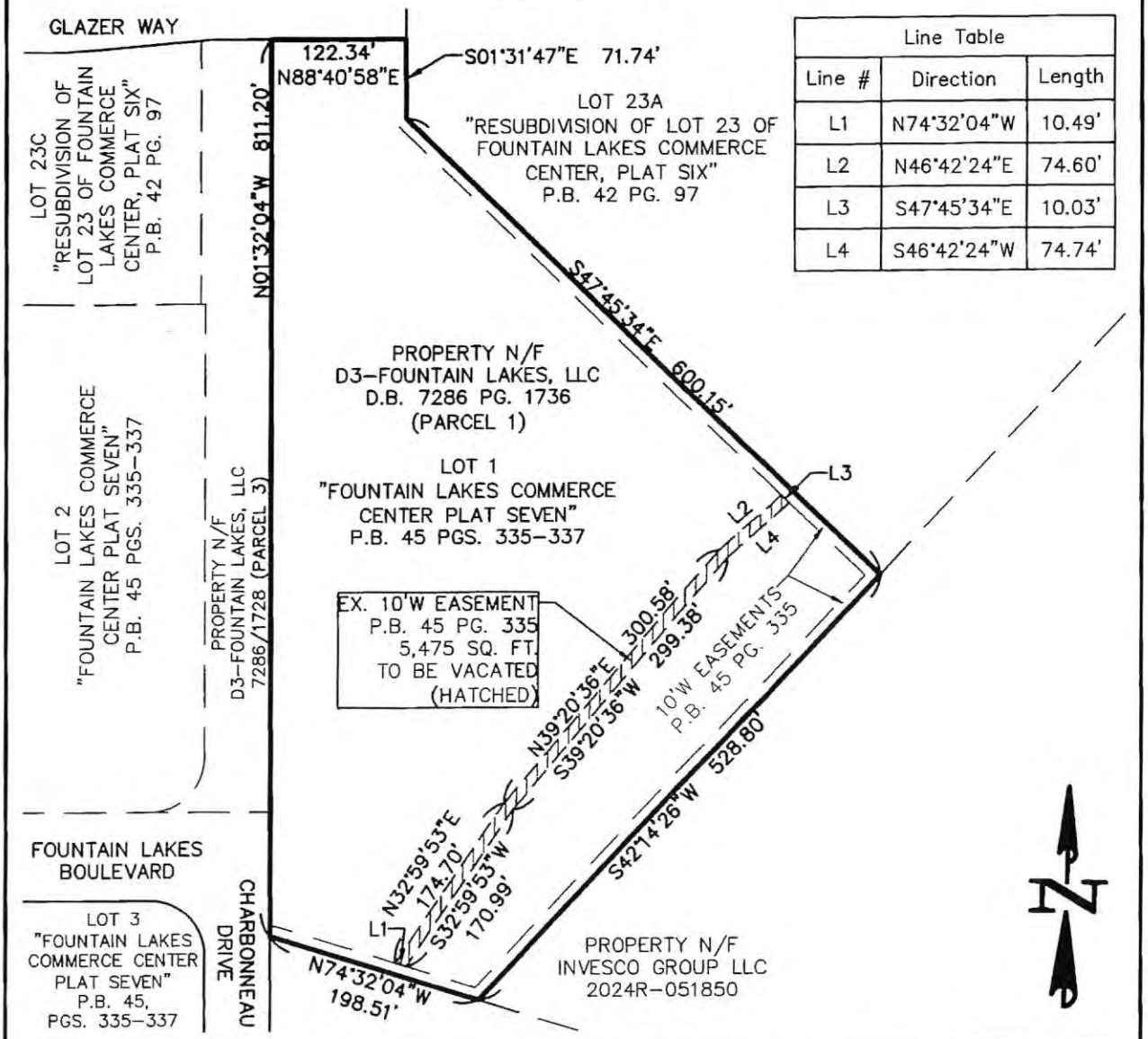
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A TRACT OF LAND BEING PART OF LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45 PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



Line Table		
Line #	Direction	Length
L1	N74°32'04"W	10.49'
L2	N46°42'24"E	74.60'
L3	S47°45'34"E	10.03'
L4	S46°42'24"W	74.74'

BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

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1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC4
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

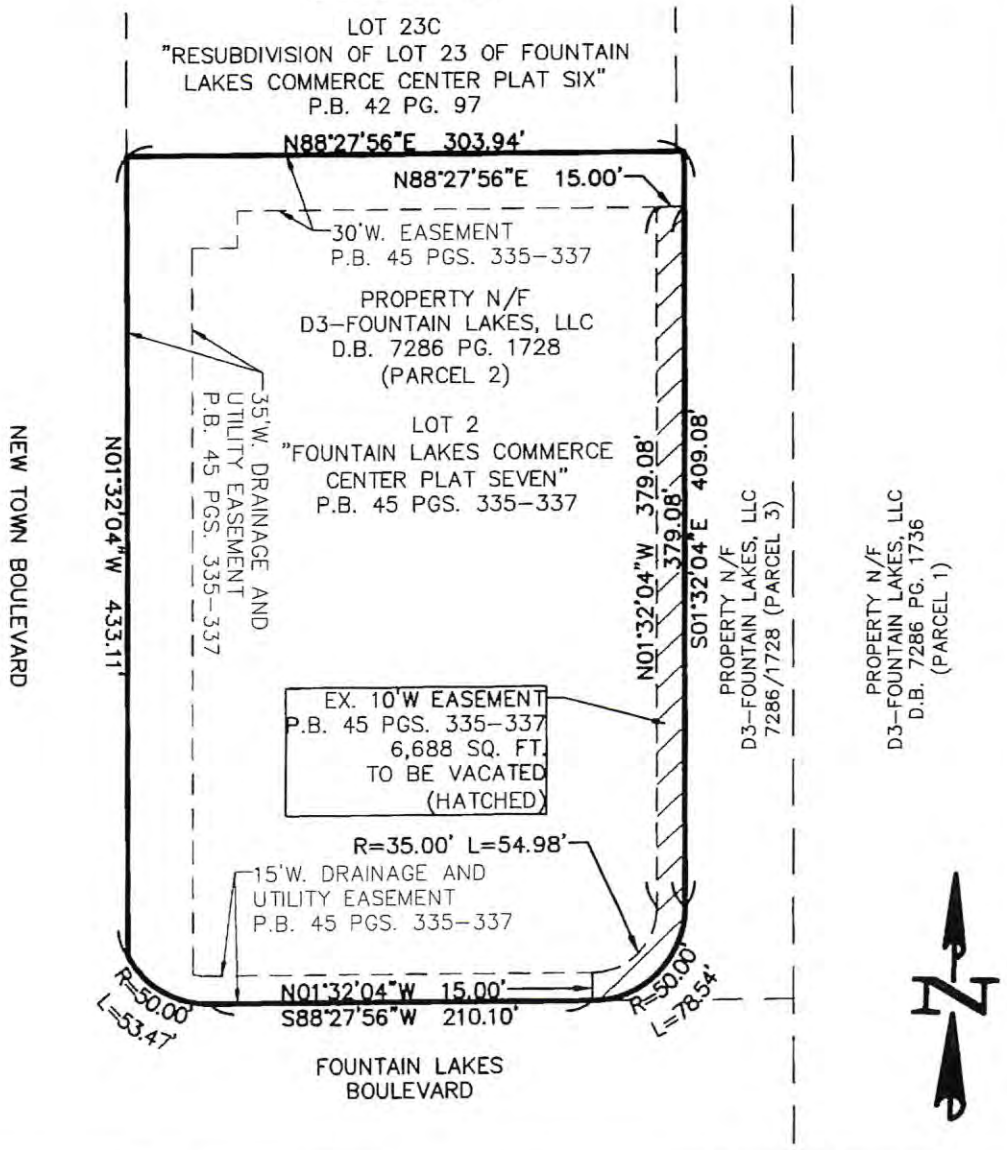
EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45, PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE: 01/30/25	
DRAWN: JLH	
SCALE: 1"=100'	
PROJECT: 9085ZTBE	
FILE: 9085ZTBEVAC5	
SHEET: 1 OF 1	
MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144	

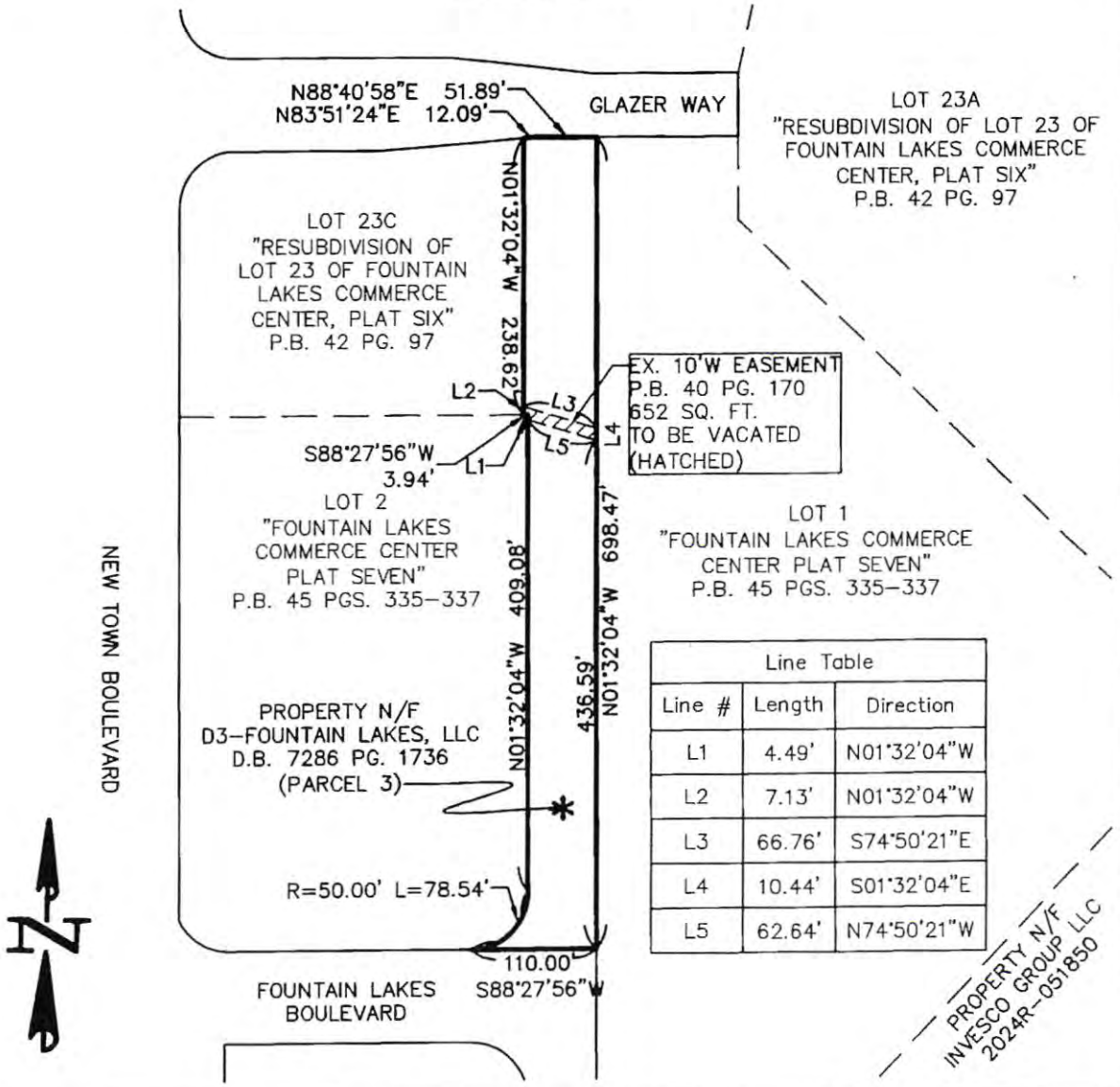
EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 2 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45, PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

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PLS NO 2015017835

EXHIBIT A



Line Table		
Line #	Length	Direction
L1	4.49'	N01°32'04"W
L2	7.13'	N01°32'04"W
L3	66.76'	S74°50'21"E
L4	10.44'	S01°32'04"E
L5	62.64'	N74°50'21"W

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DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC6
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

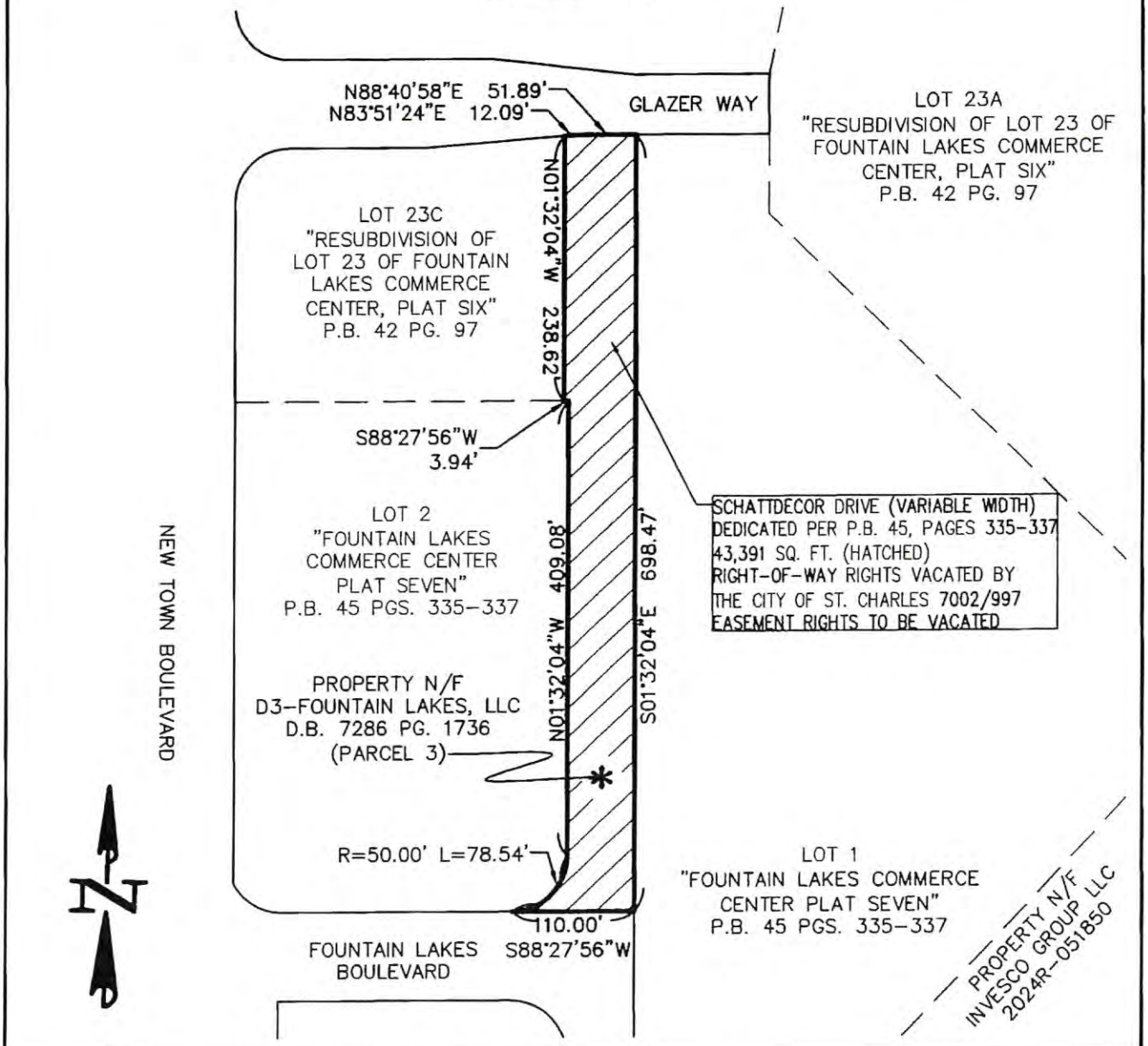
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DATE:	02/04/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC10
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

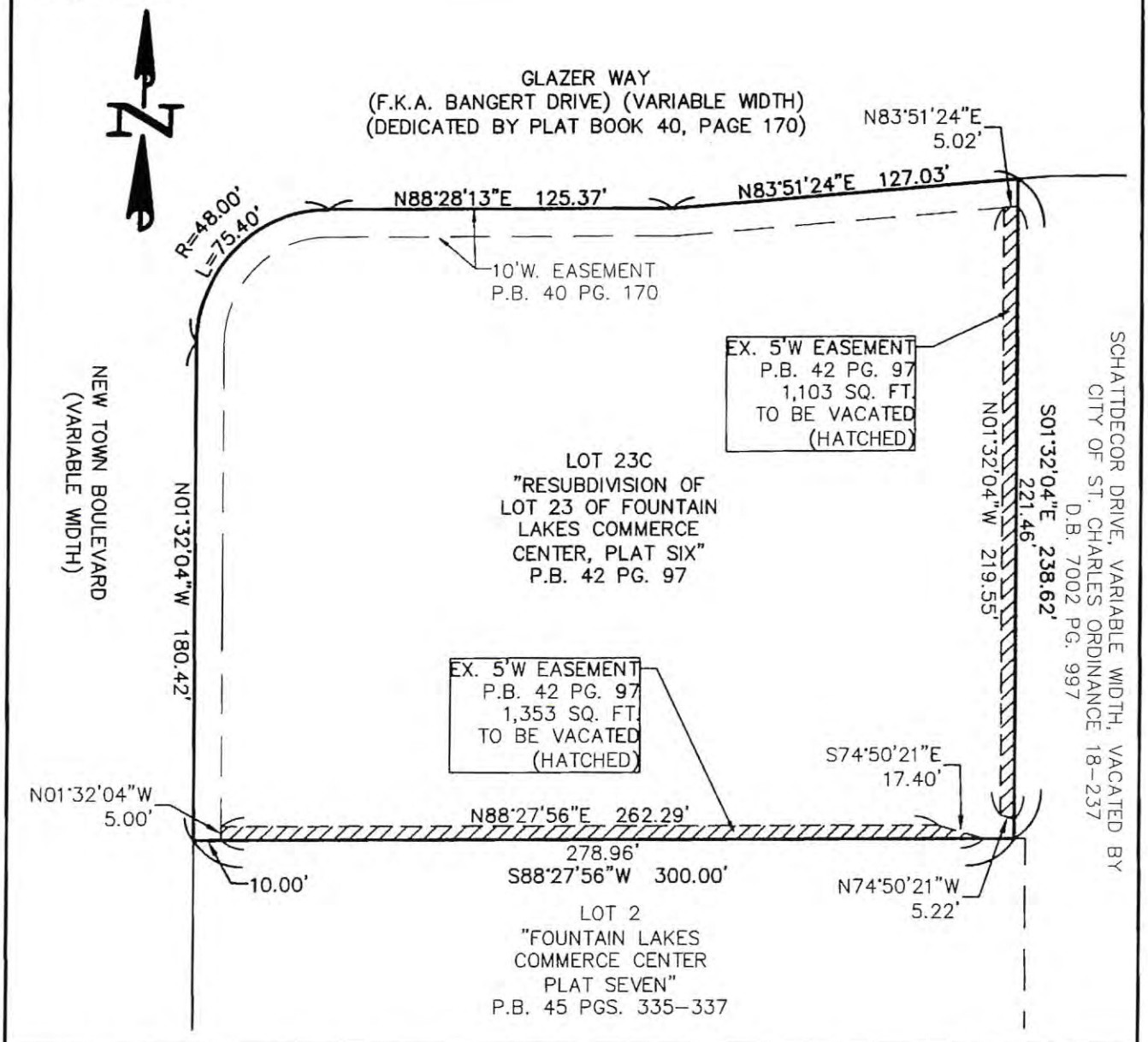
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STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
2-4-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



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636-928-5552

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DATE:	02/26/25
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SCALE:	1"=60'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC11
SHEET:	1 OF 1

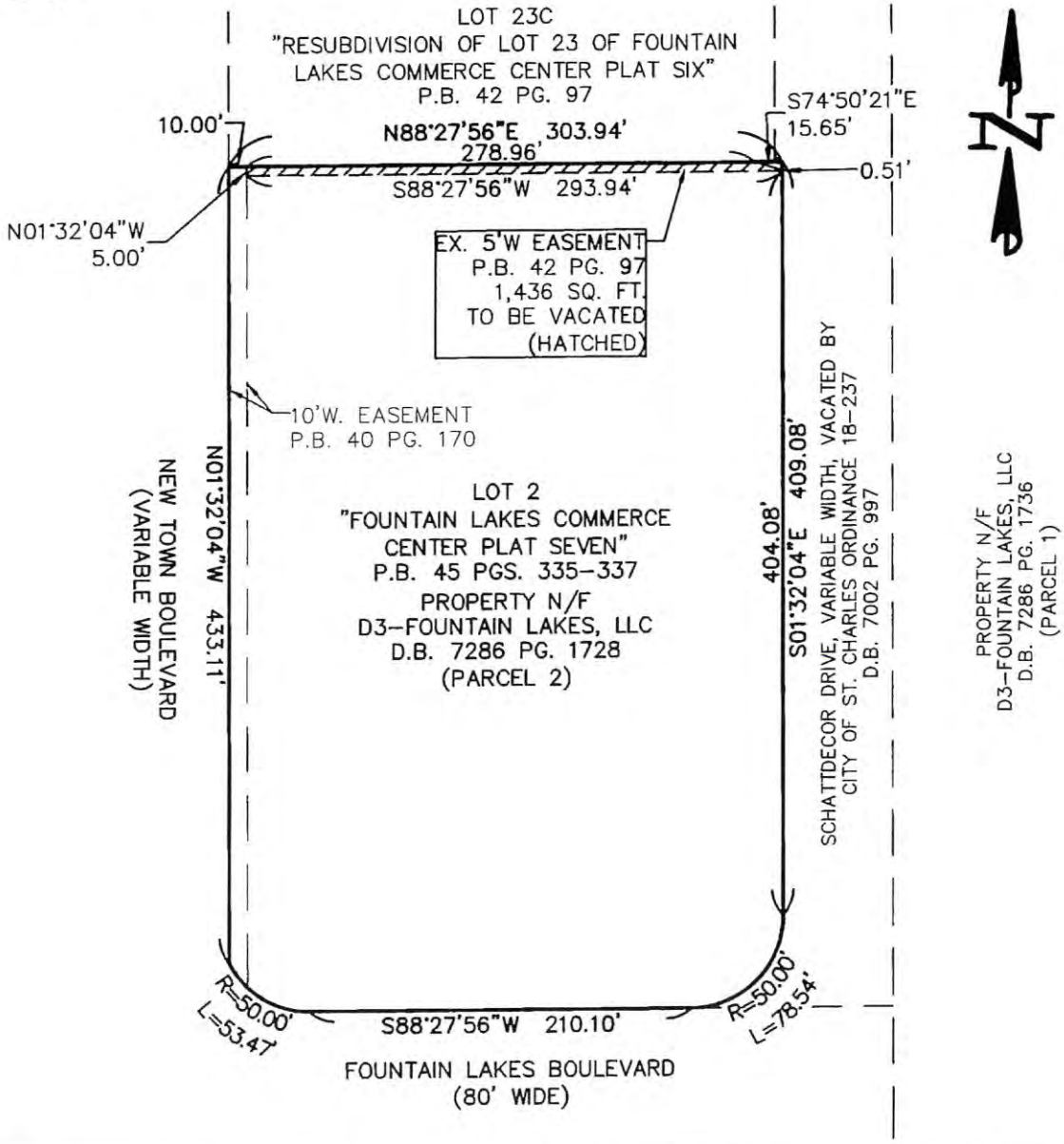
MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

EASEMENT VACATE

A TRACT OF LAND BEING
PART OF LOT 23C OF
"RESUBDIVISION OF LOT 23C OF
FOUNTAIN LAKES COMMERCE CENTER PLAT SIX"
PLAT BOOK 42, PAGE 97
TOWNSHIP 47 NORTH, RANGE 4 EAST
CITY OF ST. CHARLES,
ST. CHARLES COUNTY, MISSOURI



EXHIBIT A



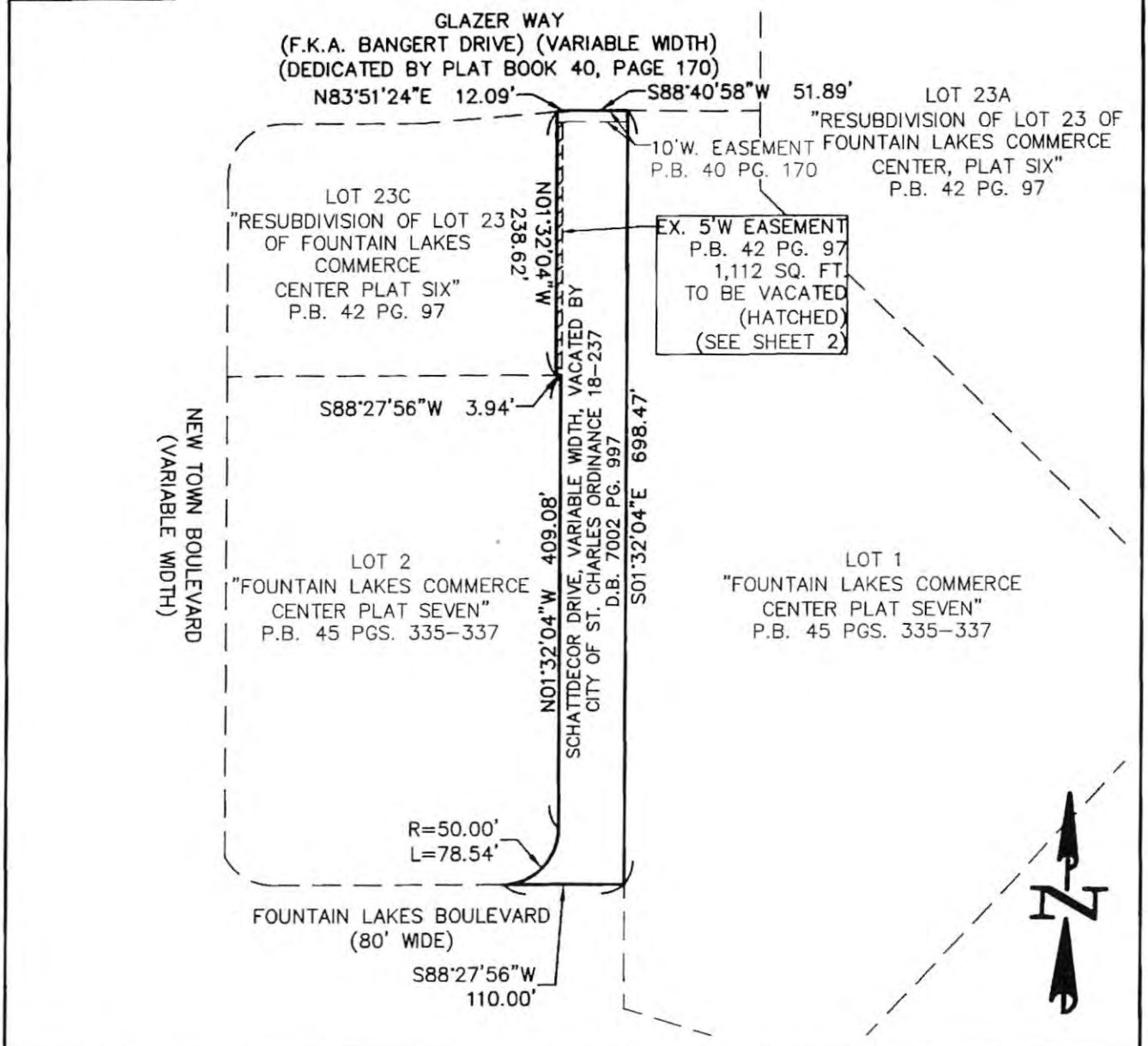
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221 POINT WEST BLVD.
ST. CHARLES, MO 63301
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DATE: 02/26/25	EASEMENT VACATE
DRAWN: CEM	
SCALE: 1"=100'	A TRACT OF LAND BEING PART OF LOT 2 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45, PAGES 335-337, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI
PROJECT: 9085ZTBE	
FILE:9085ZTBEVAC12	
SHEET: 1 OF 1	
MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144	

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
2-27-25
PROFESSIONAL LAND SURVEYOR

EXHIBIT A



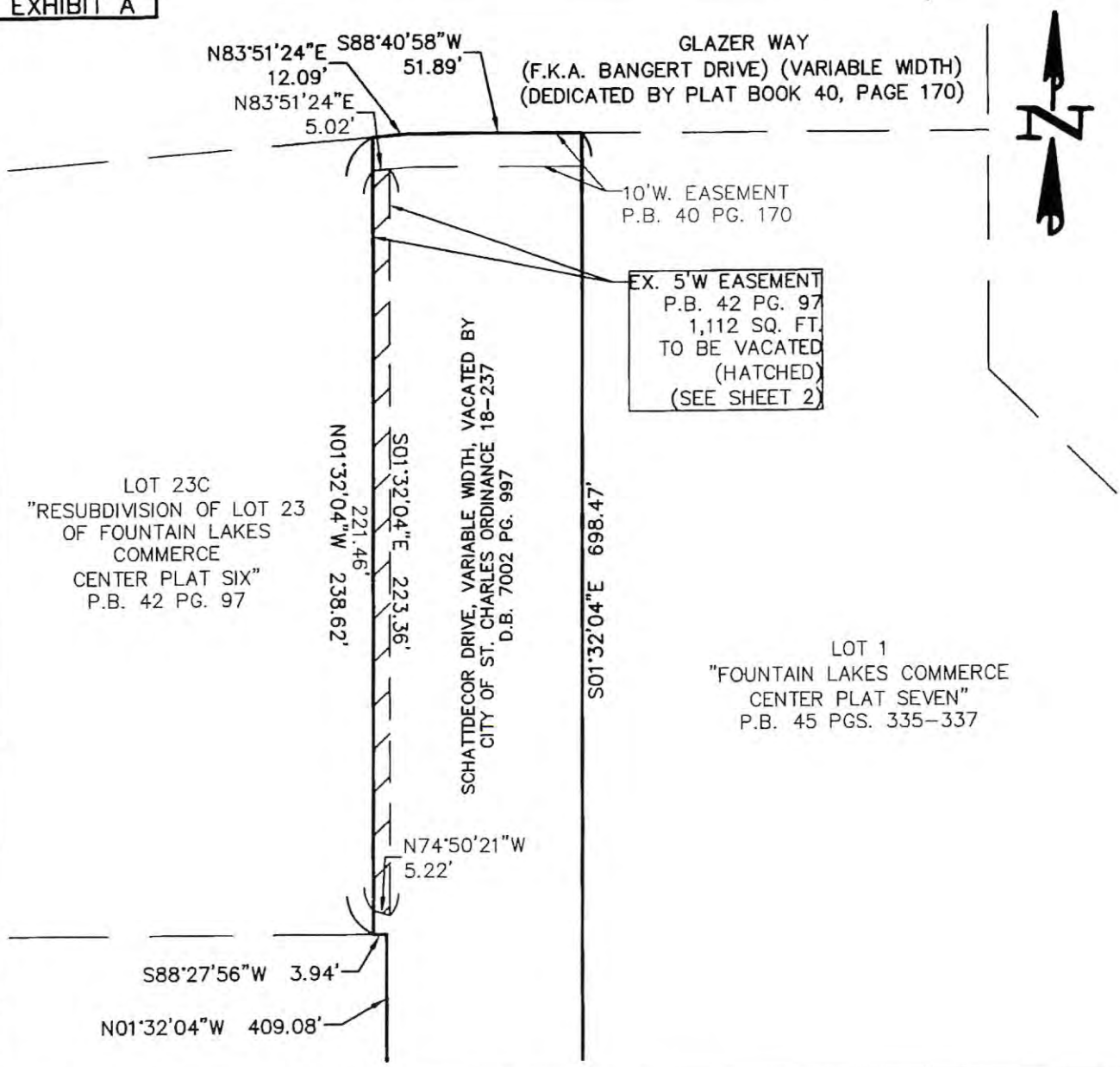
BAX ENGINEERING CO.
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636-928-5552

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DATE: 02/26/25	EASEMENT VACATE
DRAWN: CEM	
SCALE: 1"=150'	A TRACT OF LAND BEING PART OF VACATED SCHATTDECOR DRIVE, VARIABLE WIDTH OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45 PAGES 335-337, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI
PROJECT: 9085ZTBE	
FILE:9085ZTBEVAC13	
SHEET: 1 OF 2	
MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144	

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
2-27-25
PROFESSIONAL LAND SURVEYOR

EXHIBIT A



BAX ENGINEERING CO.
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ST. CHARLES, MO 63301
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2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE: 02/26/25	EASEMENT VACATE
DRAWN: CEM	
SCALE: 1"=50'	A TRACT OF LAND BEING PART OF VACATED SCHATTDECOR DRIVE, VARIABLE WIDTH OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45 PAGES 335-337, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI
PROJECT: 9085ZTBE	
FILE:9085ZTBEVAC13	
SHEET: 2 OF 2	
MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144	

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
2-27-25
PROFESSIONAL LAND SURVEYOR

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CERTIFIED-FILED FOR RECORD
MARY E. DEMPSEY
RECORDER OF DEEDS
ST. CHARLES COUNTY, MISSOURI
BY: CGRAF
ELECTRONICALLY RECORDED

REMS INFORMATION
Agreement ID: UEC-202603-63426
Project ID: 83357

PARTIAL RELEASE OF PLATTED EASEMENT RIGHTS

D3 Fountain Lakes LLC
Schattdecor Dr.
Gateway Division-St Charles District

KNOW ALL MEN THESE PRESENTS, this 10 day of March, 2026 that **UNION ELECTRIC COMPANY d/b/a AMEREN MISSOURI**, a Missouri corporation (hereinafter "Ameren") is a holder of certain easement rights for utility purposes (hereinafter collectively referred to as "Easement") that were dedicated by THE MILLSTONE COMPANY pursuant to the plat recorded in Plat Book 45, Pages 335-337, in the Office of the Recorder of Deeds, for the County of St. Charles, State of Missouri.

WHEREAS Ameren, as a holder of said Easement, intends to release a PART of the Easement.

NOW THEREFORE, for and in consideration of Ten and No/100th Dollars ($10.00), the receipt of which is hereby acknowledged, Ameren hereby releases only that PART of the Easement that is illustrated in Exhibit "A" attached hereto and made a part hereof and described below:

> The area of the platted easement identified for release that appears on Exhibit A depicts a tract of land being part of Vacated Schattdecor Drive of "Fountain Lakes Commerce Center Plat Seven" in Plat Book 45, Pages 335-337, Fractional Section 13, Township 47 North, Range 4 East, City of St. Charles, St. Charles County, Missouri.

It is expressly understood and agreed that the interests of other parties, if any, mentioned in the aforesaid Easement are hereby reserved and remain in full force and effect.

This Partial Release of Platted Easement Rights is not intended to and shall not in any way affect other easements which Ameren owns or has a right to use in said Subdivision.

IN WITNESS WHEREOF, Ameren has hereunto caused this Partial Release of Platted Easement Rights to be executed on the date hereinabove written.

UNION ELECTRIC COMPANY d/b/a AMEREN MISSOURI

By: _____

Name: Janice Wenzel

Title: Director, Real Estate

ALL PURPOSE NOTARY ACKNOWLEDGMENT

STATE OF **MISSOURI**
COUNTY OF
OR CITY OF **St. Louis** } SS

On this 10 day of March, 2026 before me, the undersigned, a Notary Public in and for said State, personally appeared (print or type names of signatories):

Janice Wenzel

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Capacity Claimed By Signator(s)

☐ Individual(s)	☐ Corporate	☐ Limited Liability Company	☐ Partner(s)
☐ Trustee(s)	Title(s) of Officer(s):	Member(s)/Manager(s):	☐ Limited Partnership
☐ Executor(s)	Director, Real Estate		☐ General Partnership
☐ Administrator(s)			☐ Other (Specify Below):
☐ Attorney-In-Fact			
☐ Conservator(s)			
☐ Guardian(s)			

APRIL 20, 2027
My Commission Expires

Notary Public

Affix Notary Stamp Below

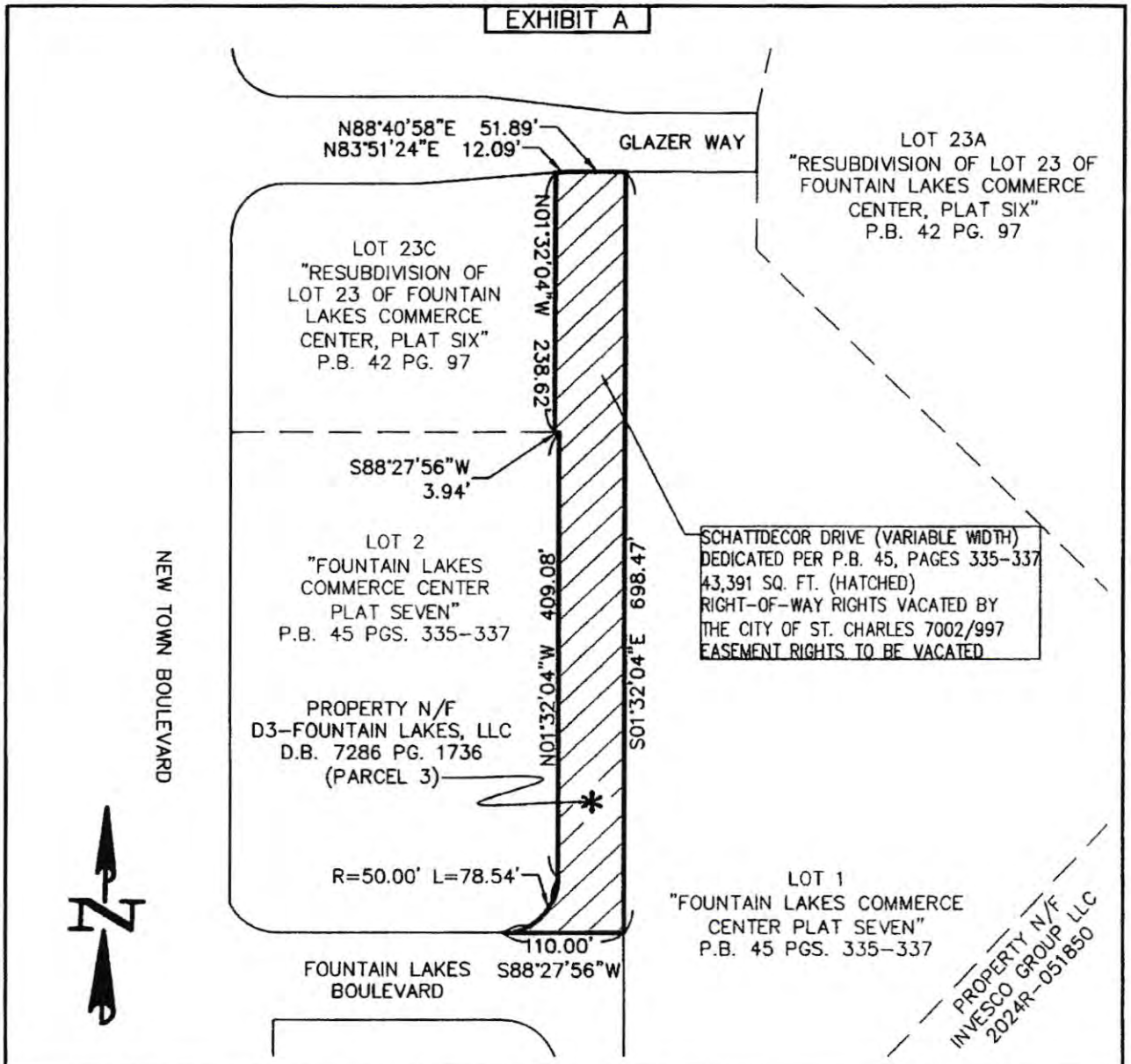
KATIE KRUEGER
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis City
My Commission Expires: Apr. 20, 2027
Commission # 23660628

Prepared By: K. McWhorter

Return To: K. McWhorter

KNM
3/6/26

EXHIBIT A



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
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2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	02/04/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC10
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

EASEMENT VACATE

A TRACT OF LAND BEING PART OF VACATED SCHATTDECOR DRIVE, VARIABLE WIDTH OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45 PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER PLS-2015017835
2-4-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

Petition for Vacation or Acceptance of Right-of-Way/Easement Within the City of St. Charles, Missouri

We, the owners of the tracts of land adjacent to 3704 New Town Boulevard, St. Charles, Missouri 63301, each lying in various width easements within the City limits of the City of St. Charles, do hereby petition the Mayor and City Council to:

- ☐ Accept said streets as Provisional Streets according to City Code 505.330.
- ☐ Accept said streets as Public Streets according to City Code 505.340.
- X Vacate said right-of-way [easement]

We the undersigned owners also understand and affirm that if public property rights do not currently exist, we shall donate and execute said donations at our expense, all land rights determined by the City as being necessary for said acceptance of streets or for vacation of right-of-way [easement] through the appropriate legal means which may include, but not necessarily be limited to resubdivision plats, deeds, easements, etc. The exact limits of the right-of-way or easements being petitioned are as follows:

A TRACT OF LAND BEING PART OF VACATED SCHATTDECOR DRIVE, (VARIABLE WIDTH) OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 45, PAGES 335-337 OF THE ST. CHARLES COUNTY RECORDS, IN TOWNSHIP 47 NORTH, RANGE 4 EAST, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 23C OF "RESUBDIVISION OF LOT 23 OF FOUNTAIN LAKES COMMERCE CENTER PLAT SIX", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 42 PAGE 97 OF SAID RECORDS; THENCE ALONG THE EAST LINE OF SAID LOT 23C, NORTH 01 DEGREES 32 MINUTES 04 SECONDS WEST 7.13 FEET TO THE ACTUAL POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE CONTINUING ALONG SAID EAST LINE OF LOT 23C, NORTH 01 DEGREES 32 MINUTES 04 SECONDS WEST 221.46 FEET TO A POINT; THENCE LEAVING SAID EAST LINE OF LOT 23C, NORTH 83 DEGREES 51 MINUTES 24 SECONDS EAST 5.02 FEET TO A POINT; THENCE SOUTH 01 DEGREES 32 MINUTES 04 SECONDS EAST 223.36 FEET TO A POINT; THENCE NORTH 74 DEGREES 50 MINUTES 21 SECONDS WEST 5.22 FEET TO THE POINT OF BEGINNING, CONTAINING 1,112 SQUARE FEET ACCORDING TO CALCULATIONS BY BAX ENGINEERING COMPANY DURING JUNE, 2025.

EXHIBIT I

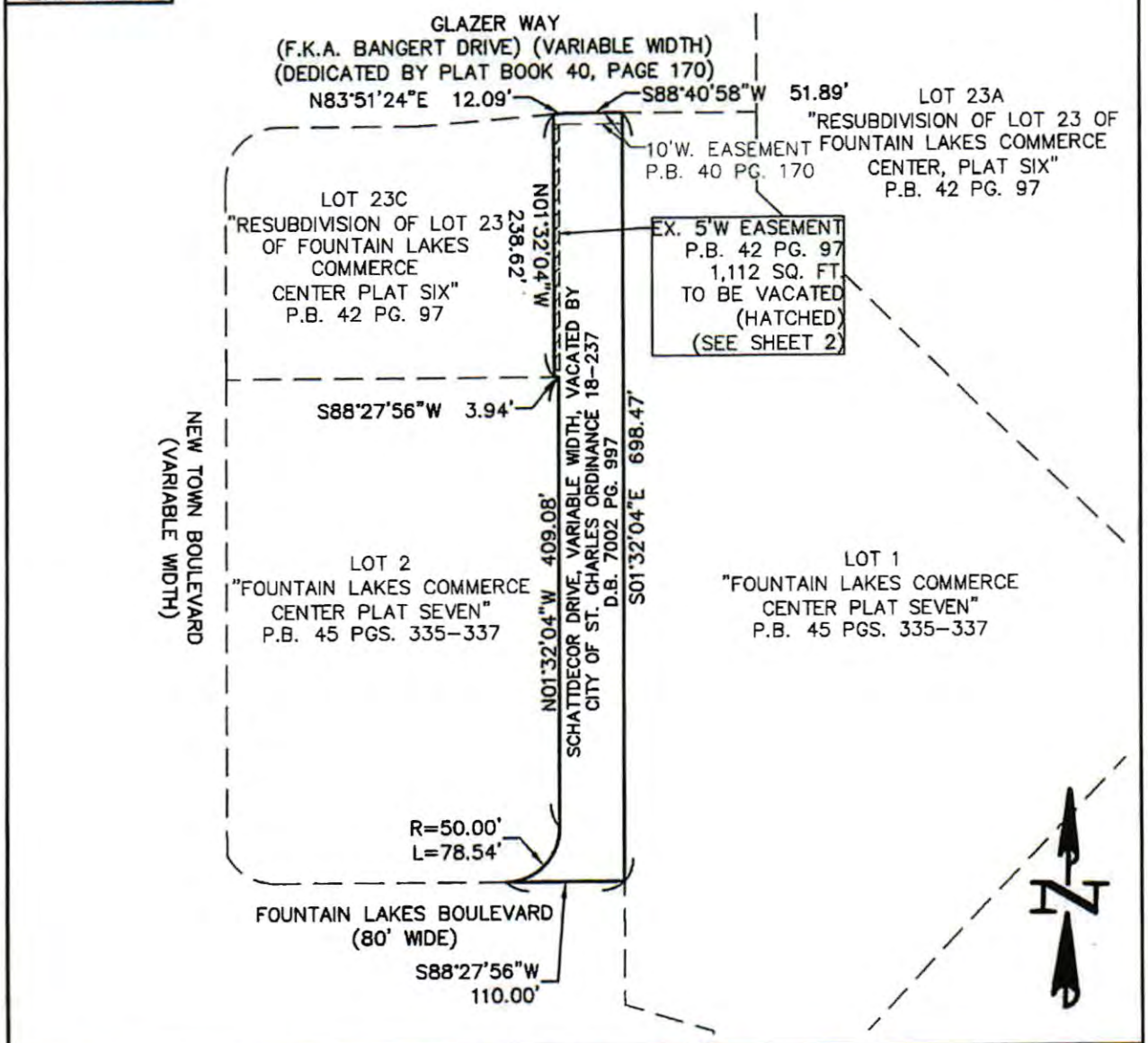
Signatures of all adjoining property owners:



Signature

Drew Bextermueller
Director of Real Estate
D3 Fountain Lakes, LLC
16690 Swingley Ridge Road, 4th Floor
Chesterfield, Missouri 63017
(636) 812-1360

EXHIBIT A



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ST. CHARLES, MO 63301
636-928-5552

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SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC13
SHEET:	1 OF 2

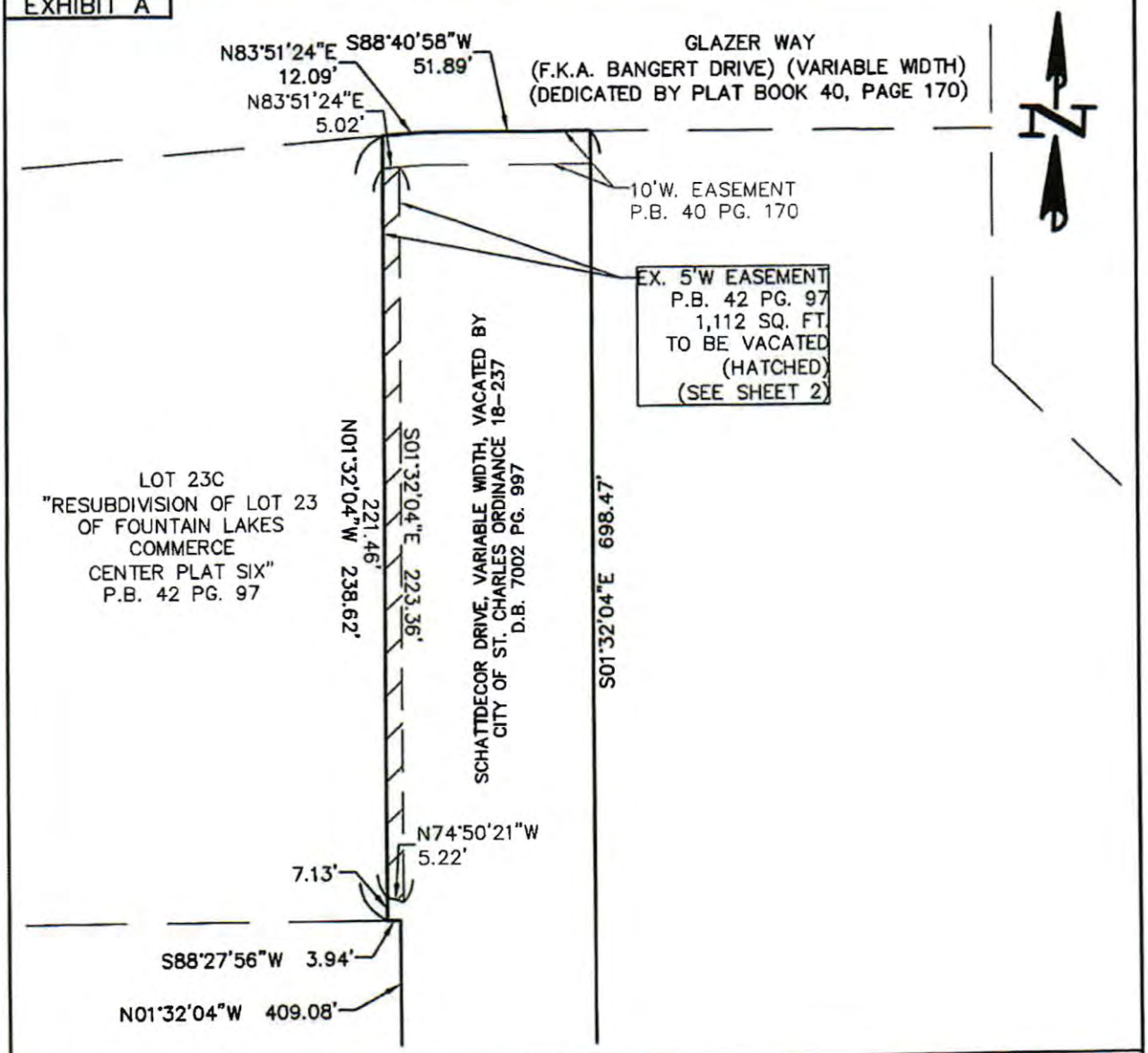
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EASEMENT VACATE

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VARIABLE WIDTH OF
"FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN"
PLAT BOOK 45 PAGES 335-337,
TOWNSHIP 47 NORTH, RANGE 4 EAST
CITY OF ST. CHARLES,
ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
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DATE:	06/27/25
DRAWN:	CEM
SCALE:	1"=50'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC13
SHEET:	2 OF 2

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

EASEMENT VACATE

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CITY OF ST. CHARLES,
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STATE OF MISSOURI
ANDY D. BECK
NUMBER
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6-27-25
PROFESSIONAL LAND SURVEYOR

ENGINEERING
PLANNING
SURVEYING

LAND DESCRIPTION
1,112 SQ. FT. VACATION
JUNE 27, 2025
BAX PROJECT No. 97-9085ZTBE
CEM

EASEMENT VACATION

A TRACT OF LAND BEING PART OF VACATED SCHATTDECOR DRIVE, (VARIABLE WIDTH) OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 45, PAGES 335-337 OF THE ST. CHARLES COUNTY RECORDS, IN TOWNSHIP 47 NORTH, RANGE 4 EAST, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

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$ 33.00
PAGES: 5
CERTIFIED-FILED FOR RECORD
MARY E. DEMPSEY
RECORDER OF DEEDS
ST. CHARLES COUNTY, MISSOURI
BY: CGRAF
ELECTRONICALLY RECORDED

DOCUMENT TYPE:	RELEASE OF EASEMENT
DATE OF DOCUMENT:	MARCH 27, 2025
GRANTOR:	SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a AT&T MISSOURI 12930 OLIVE BOULEVARD CREVE COEUR, MISSOURI 63141
GRANTEE:	FOUNTAIN LAKES, LLC 16690 SWINGLEY RIDGE ROAD, 4TH FLOOR CHESTERFEILD MISSOURI, 63017
LEGAL DESCRIPTION:	A TRACT OF LAND BEING PART OF SCHATTDECOR DRIVE OF "RESUBDIVISION OF LOT 23 OF FOUNTAIN LAKES COMMERCE CENTER PLAT SIX", PLAT BOOK 42, PAGE 97, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI
REFERENCE BOOK AND PAGE:	PLAT BOOK 42, PAGE 97

at&t

SOUTHWESTERN BELL TELEPHONE COMPANY

RELEASE OF EASEMENT

Executed: 3-27-25

THIS RELEASE OF EASEMENT, entered into by ***SOUTHWESTERN BELL TELEPHONE COMPANY, d/b/a AT&T MISSOURI***, *(120 N 2ND ST, FESTUS, MO 63028), GRANTOR, AND FOUNTAIN LAKES, LLC, GRANTEE*, wherein GRANTOR in consideration of One Dollar ($1.00) and other valuable consideration, receipt of which is hereby acknowledged, does by these presents ABANDON, RELEASE, RELINQUISH AND DISCLAIM to GRANTEE, as is, all or a specific portion of a certain easement for telecommunication purposes hereinafter described that affects land owned by GRANTEE situated in The City of St Charles ST CHARLES COUNTY, MISSOURI, and described as follows

PART OF

LOT 23C
RESUBDIVISION OF LOT 23
OF FOUNTAIN LAKES
COMMERCE
CENTER PLAT SIX"
P.B. 42 PG. 97

EX. 5'W EASEMENT
P.B. 42 PG. 97
1,112 SQ. FT.

LOT 2
'FOUNTAIN LAKES COMMERCE
CENTER PLAT SEVEN"
P.B. 45 PGS. 335-337

Said land of GRANTEE being subject to:

A TRACT OF LAND BEING
PART OF VACATED SCHATTDECOR DRIVE,
VARIABLE WIDTH OF
"FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN'
PLAT BOOK 45 PAGES 335-337,
TOWNSHIP 47 NORTH, RANGE 4 EAST
CITY OF ST. CHARLES,
ST. CHARLES COUNTY, MISSOURI

The area of said easements to be hereby released is described as follows: The area depicted as hachured **(//////////)** on the Easement Release Plat, marked Exhibit "A" and attached hereto, and made a part thereof.

TO HAVE AND TO HOLD same, together with all rights and appurtenances to the same belonging, unto GRANTEE(S), their heirs, successors and assigns forever.

IN WITNESS WHEREOF, GRANTOR has caused this Release of Easement to be executed by its duly authorized officers this 27 day of MARCH 2025

SOUTHWESTERN BELL TELEPHONE COMPANY (d/b/a AT&T MISSOURI)

Name: CHRIS LAPORTE

Title: SPECIALIST OSP DESIGN ENGINEER

THE STATE OF MISSOURI
COUNTY OF JEFFERSON

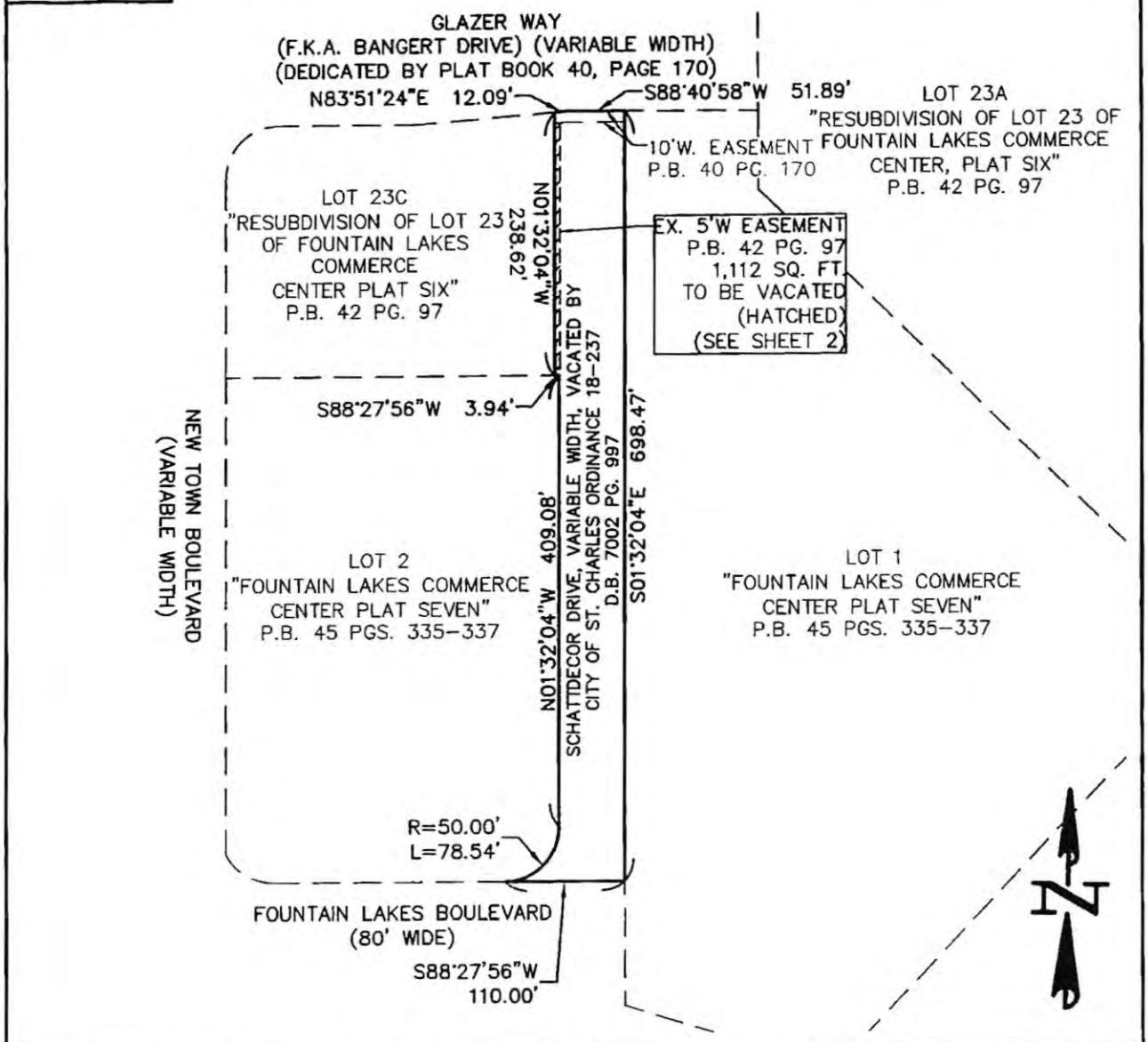
BEFORE ME, the undersigned authority, on this day personally appeared CHRIS LAPORTE, known to me to be the person whose name is subscribed to the foregoing instrument as the SR SPECIALIST OSP DESIGN ENGINEER of SOUTHWESTERN BELL TELEPHONE COMPANY (d/b/a AT&T Missouri), a corporation, and acknowledged to me that he executed the same for purposes and considerations therein expressed in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 27th day of March 2025

JEFFREY ALAN KEMPFER
Notary Public, Notary Seal
State of Missouri
Jefferson County
Commission # 17543392
My Commission Expires 01-09-2029

Notary Public

EXHIBIT A



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	02/26/25
DRAWN:	CEM
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC13
SHEET:	1 OF 2

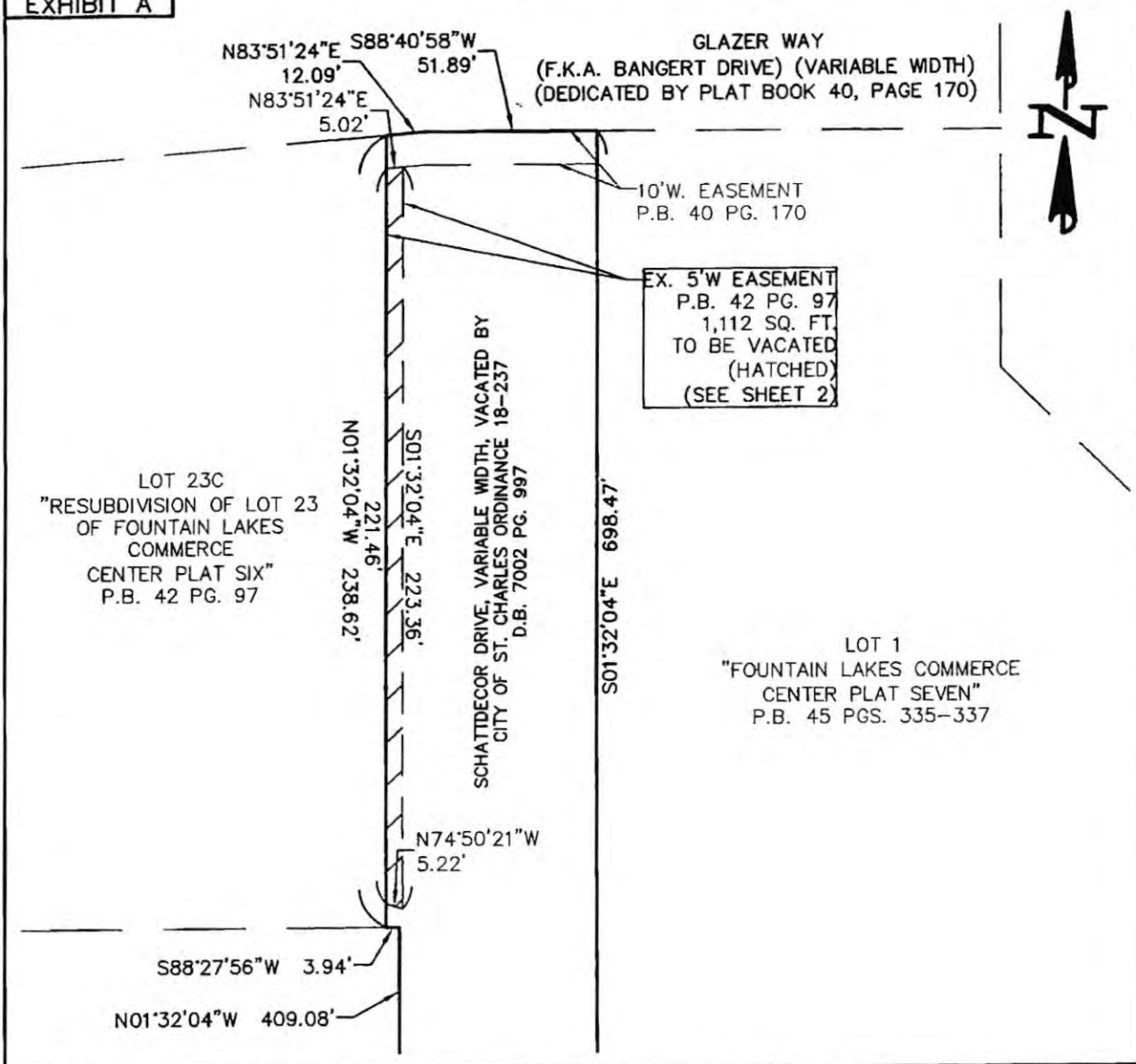
MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

EASEMENT VACATE

A TRACT OF LAND BEING
PART OF VACATED SCHATTDECOR DRIVE,
VARIABLE WIDTH OF
"FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN"
PLAT BOOK 45 PAGES 335-337,
TOWNSHIP 47 NORTH, RANGE 4 EAST
CITY OF ST. CHARLES,
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EXHIBIT A



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221 POINT WEST BLVD.
ST. CHARLES, MO 63301
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DATE:	02/26/25
DRAWN:	CEM
SCALE:	1"=50'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC13
SHEET:	2 OF 2

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

EASEMENT VACATE

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PART OF VACATED SCHATTDECOR DRIVE,
VARIABLE WIDTH OF
"FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN"
PLAT BOOK 45 PAGES 335-337,
TOWNSHIP 47 NORTH, RANGE 4 EAST
CITY OF ST. CHARLES,
ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY E. BAX
NUMBER
PLS-2015017835
2-27-25
PROFESSIONAL LAND SURVEYOR

2025R-043120

09/30/2025 08:42:42 AM
$ 60.00
PAGES: 14
CERTIFIED-FILED FOR RECORD
MARY E. DEMPSEY
RECORDER OF DEEDS
ST. CHARLES COUNTY, MISSOURI
BY: GOLMSTED
ELECTRONICALLY RECORDED

DOCUMENT TYPE:	VACATION OF EASEMENT
DATE OF DOCUMENT:	SEPTEMBER 4, 2025
GRANTOR:	CHARTER COMMUNICATIONS ENTERTAINMENT I, LLC 941 CHARTER COMMONS TOWN AND COUNTRY, MISSOURI 63017
GRANTEE:	D3 FOUNTAIN LAKES LLC 16690 SWINGLEY RIDGE ROAD, 4TH FLOOR CHESTERFEILD MISSOURI, 63017
LEGAL DESCRIPTION:	A TRACT OF LAND BEING PART OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" AND "FOUNTAIN LAKES COMMERCE CENTER PLAT SIX", TOWNSHIP 47 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI
REFERENCE BOOK AND PAGE:	PLAT BOOK 45, PAGES 335-337 PLAT BOOK 42, PAGE 97

Charter
COMMUNICATIONS

Aaron Detwiler
Field Operations AVP
Charter Spectrum Communications

VACATION OF EASEMENT

WHEREAS, an easement for broadband cable communications placement within the dedicated utility easement has been granted to Charter Communications Entertainment I, LLC ("Charter"), **The Grantor** located at 941 Charter Commons Town & Country, MO 63017 by St. Louis County, Missouri. A tract of land being part of Lots 1,2,23C, of Fountain Lakes Commerce Center Plat Seven, Plat book 45,Pages 335-337,within fractional section 13, ,Township 45 North, Ranch 4 East, St. Charles County, Missouri, St. Louis County, Missouri and it is the purpose and intent of Charter to release a portion of such easement rights.

NOW THEREFORE, Charter does hereby relinquish and release that portion of its easement rights to **Grantee** Fountain Lakes, LLC to place or maintain permanent facilities within the area of the easement shown on **Exhibits A**. Except for the release of the hatched area described herein, the remaining easement rights and interests granted to Charter pursuant to the aforementioned plat shall remain in full force and effect.

IN WITNESS THEREOF, Charter has caused this document to be executed as of the 4th day of September 2025.

Charter Communications Entertainment I, LLC, a Delaware limited liability company
By its manager: Charter Communications, Inc., a Delaware corporation

By:
Aaron Detwiler
Title: Field Operations AVP, Charter Spectrum Communications

[redacted]

Charter
COMMUNICATIONS

STATE OF ILLINOIS)

COUNTY OF MADISON)

On this 4th day of September 2025, before me appeared Aaron Detwiler, who being by me duly sworn, did say that he is a Field Operations Area Vice President of Charter Communications Inc., a Delaware corporation, that this instrument was signed on behalf of said company by authority of its board of directors, and that Aaron Detwiler declared that his signature placed hereon was the free act and deed of said company.

IN TESTIMONY WHEREOF, I have here unto set my hand on the day and year and in the County and State last written above.

Cathy Ann Wagner-Black

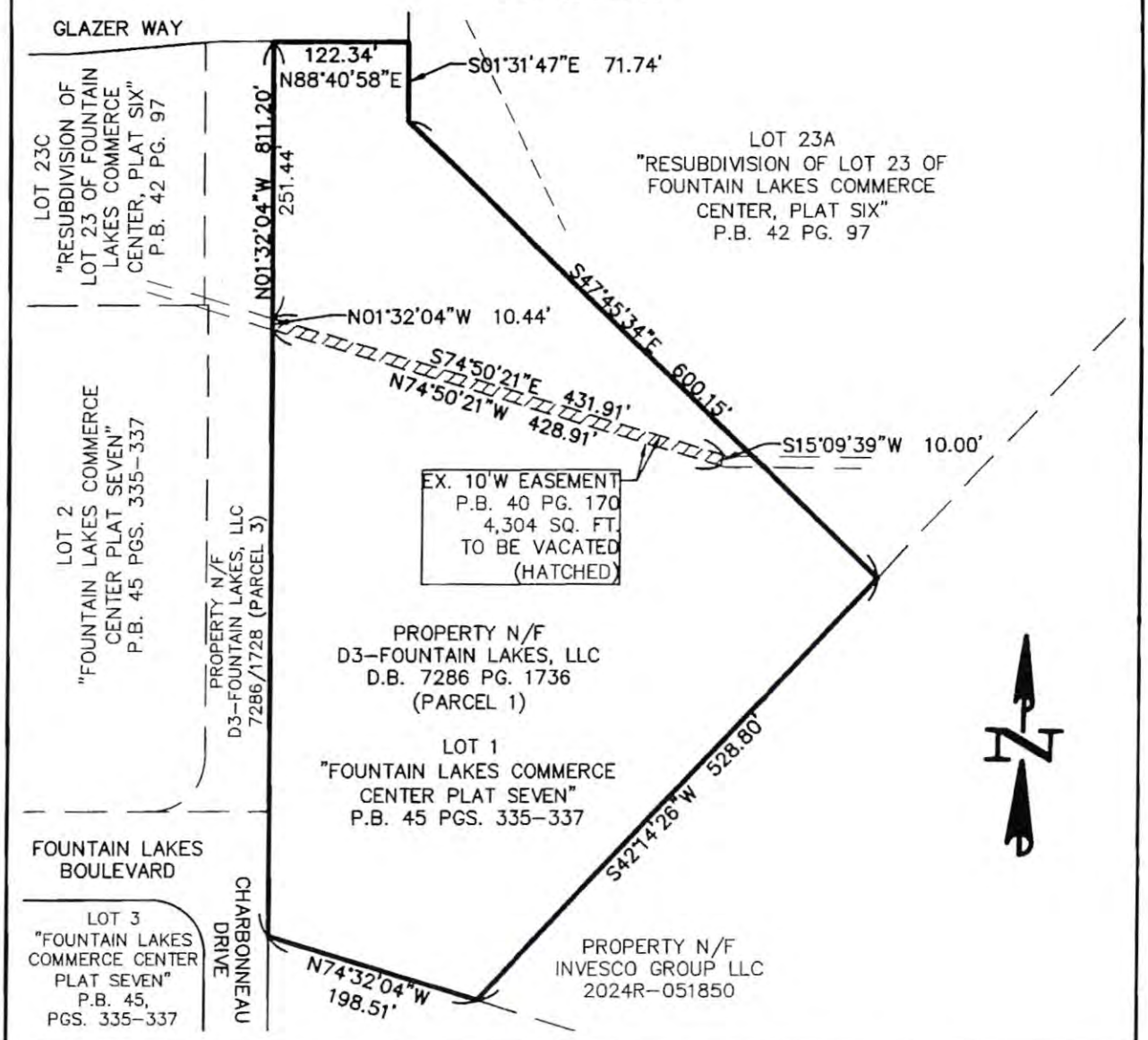
Cathy Ann Wagner-Black - Notary Public

My Commission Expires:

July 14th 2029

OFFICIAL SEAL
CATHY ANN WAGNER-BLACK
Notary Public, State of Illinois
Commission No. 1013570
My Commission Expires
July 14, 2029

EXHIBIT A



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
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DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC1
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

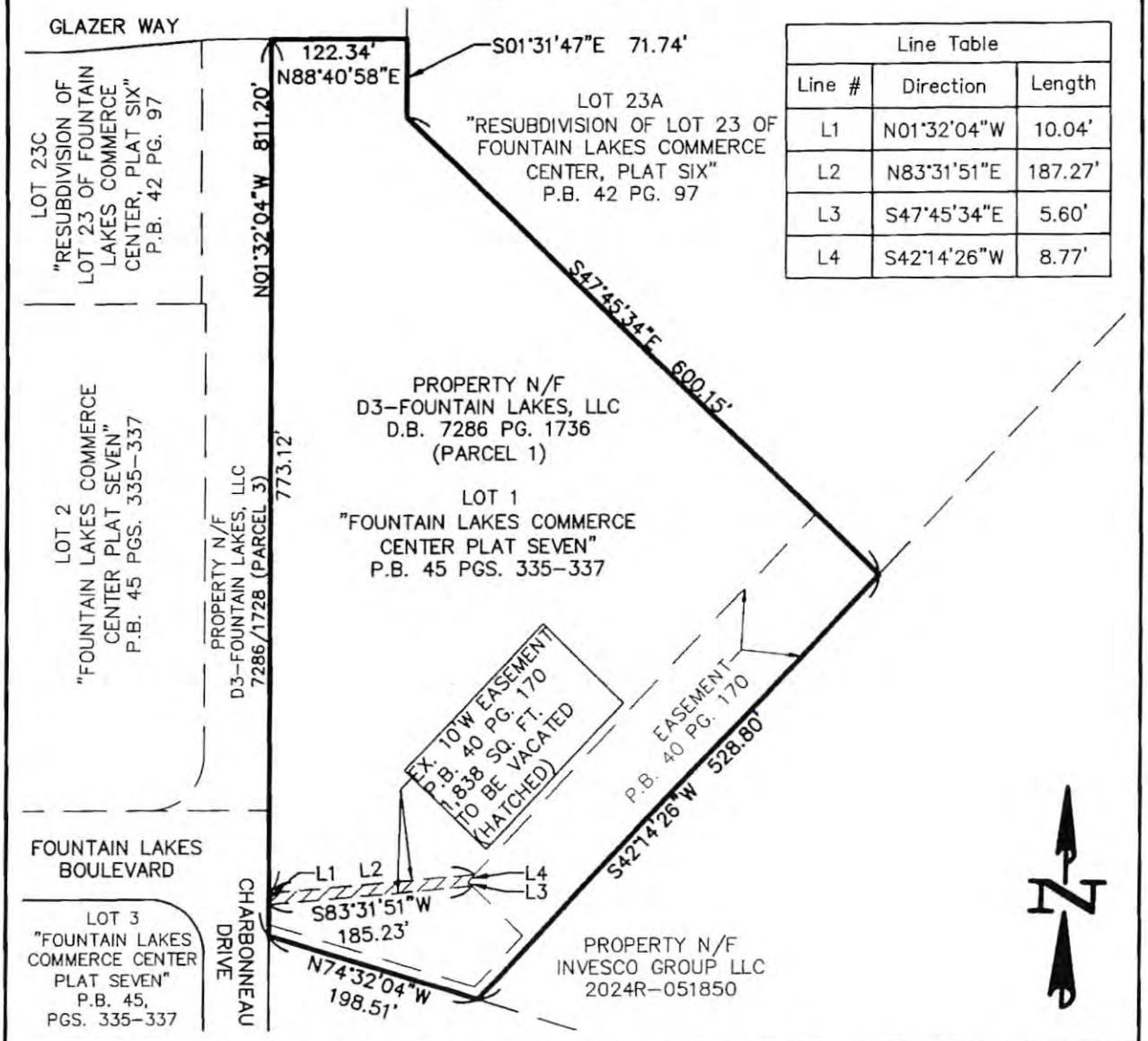
EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45, PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY G. BECK
NUMBER
PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY G. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



Line Table		
Line #	Direction	Length
L1	N01°32'04"W	10.04'
L2	N83°31'51"E	187.27'
L3	S47°45'34"E	5.60'
L4	S42°14'26"W	8.77'

BAX ENGINEERING CO.
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636-928-5552

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DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC2
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

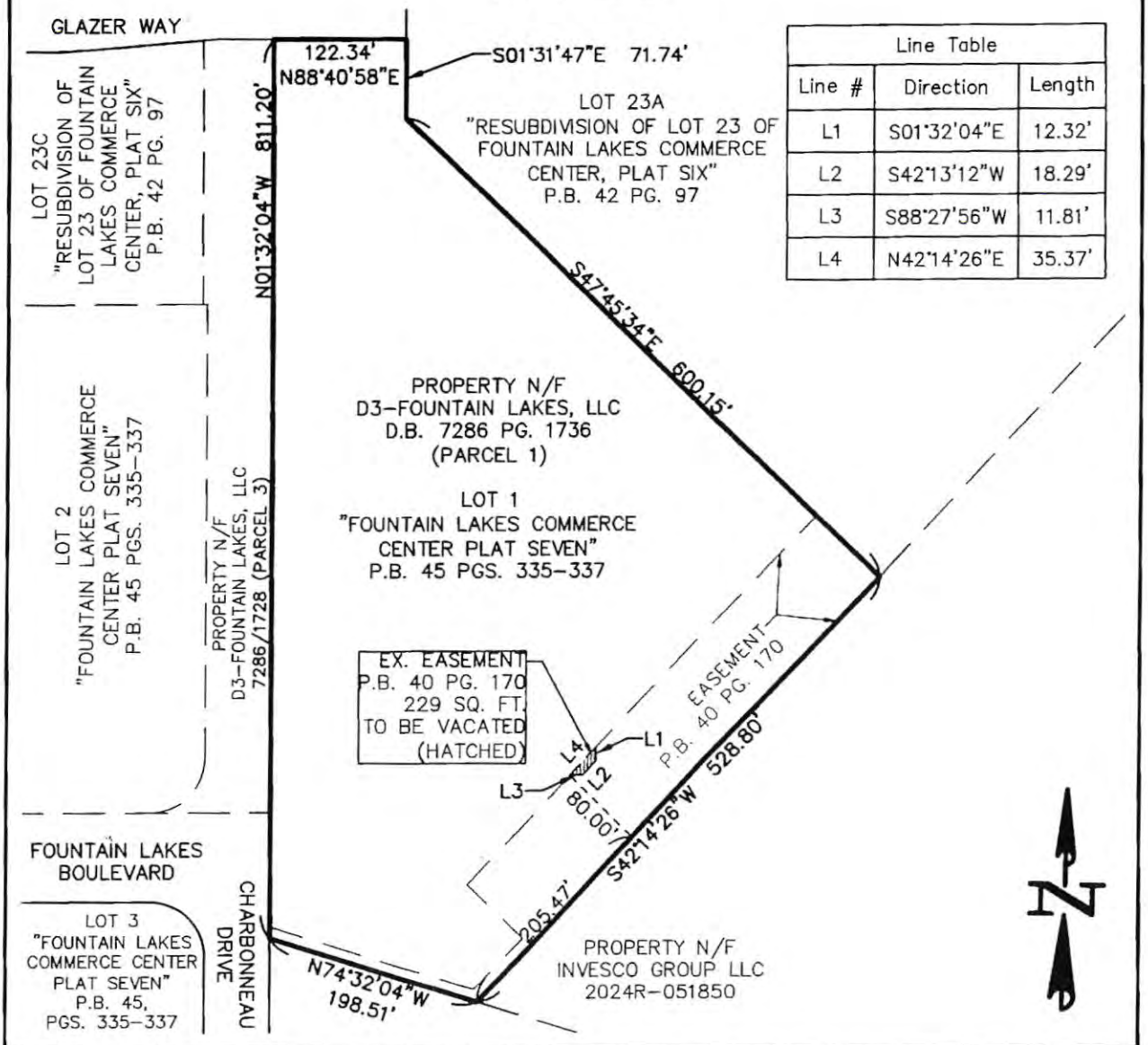
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STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



Line Table		
Line #	Direction	Length
L1	S01°32'04"E	12.32'
L2	S42°13'12"W	18.29'
L3	S88°27'56"W	11.81'
L4	N42°14'26"E	35.37'

BAX ENGINEERING CO.
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636-928-5552

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DATE:	01/27/25
DRAWN:	DVD
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC3
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

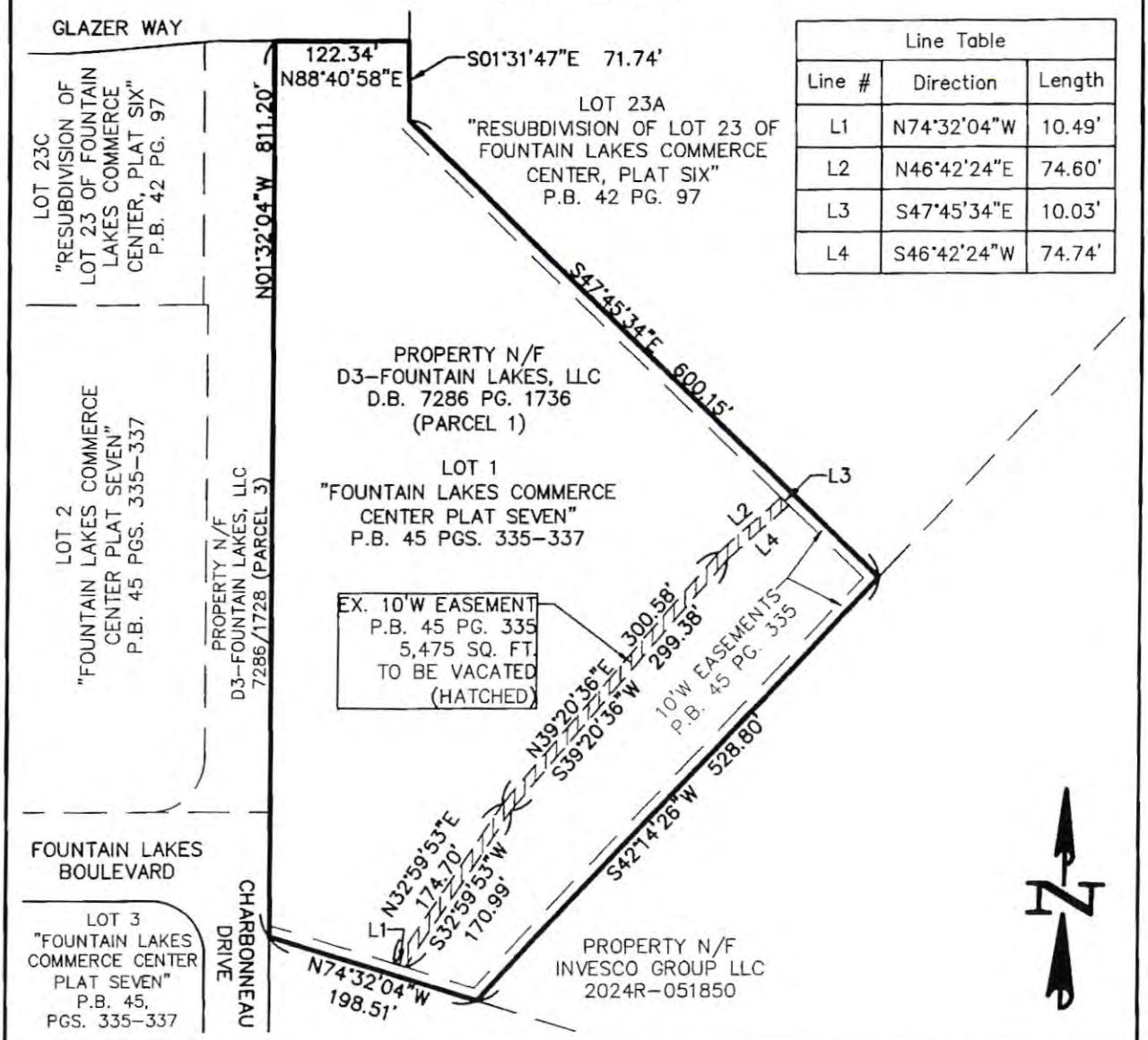
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STATE OF MISSOURI
ANDY D. BECK
NUMBER PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



Line Table		
Line #	Direction	Length
L1	N74°32'04"W	10.49'
L2	N46°42'24"E	74.60'
L3	S47°45'34"E	10.03'
L4	S46°42'24"W	74.74'

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DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC4
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

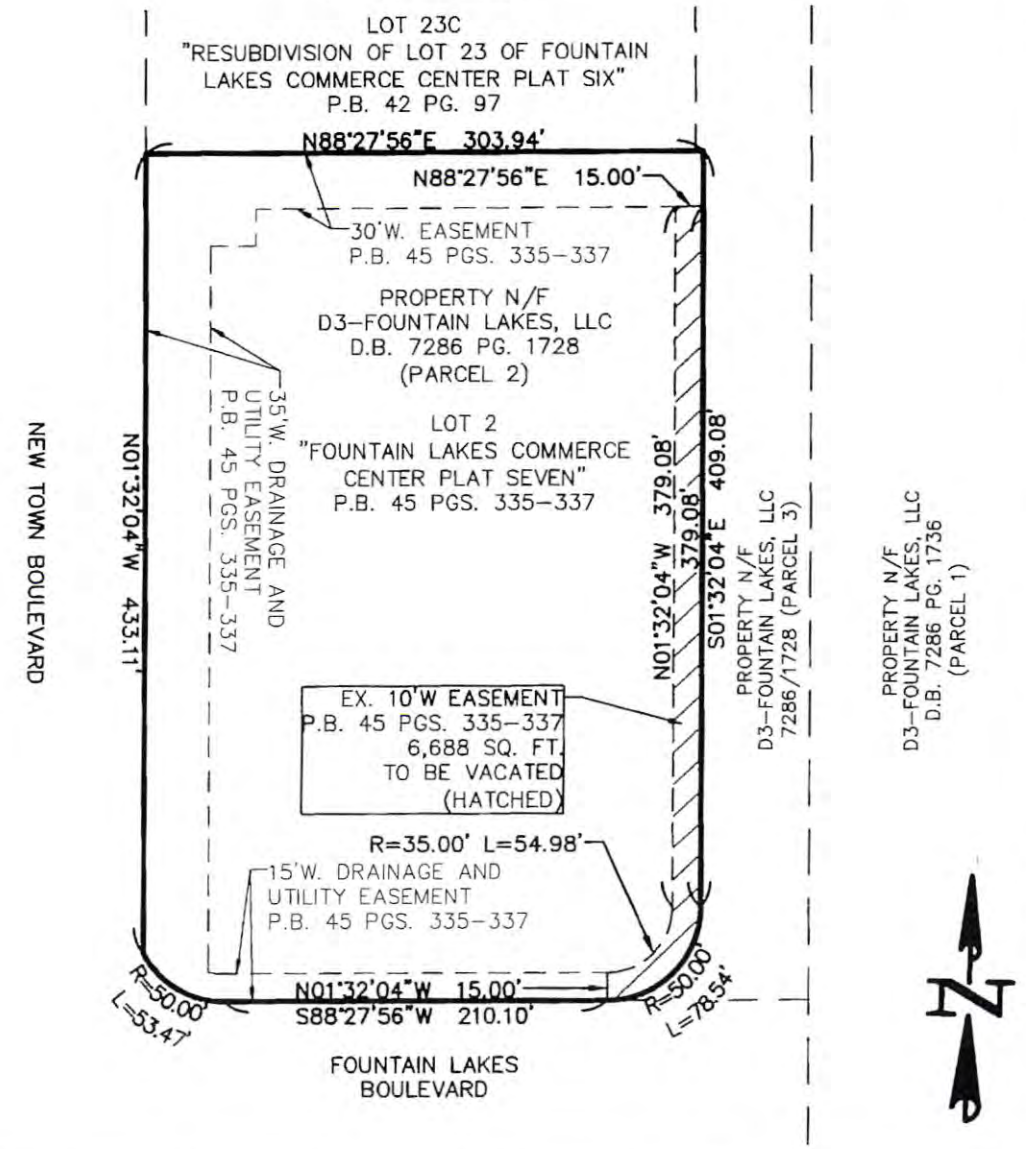
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STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

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636-928-5552

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DATE: 01/30/25	
DRAWN: JLH	
SCALE: 1"=100'	
PROJECT: 9085ZTBE	
FILE: 9085ZTBEVAC5	
SHEET: 1 OF 1	
MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144	

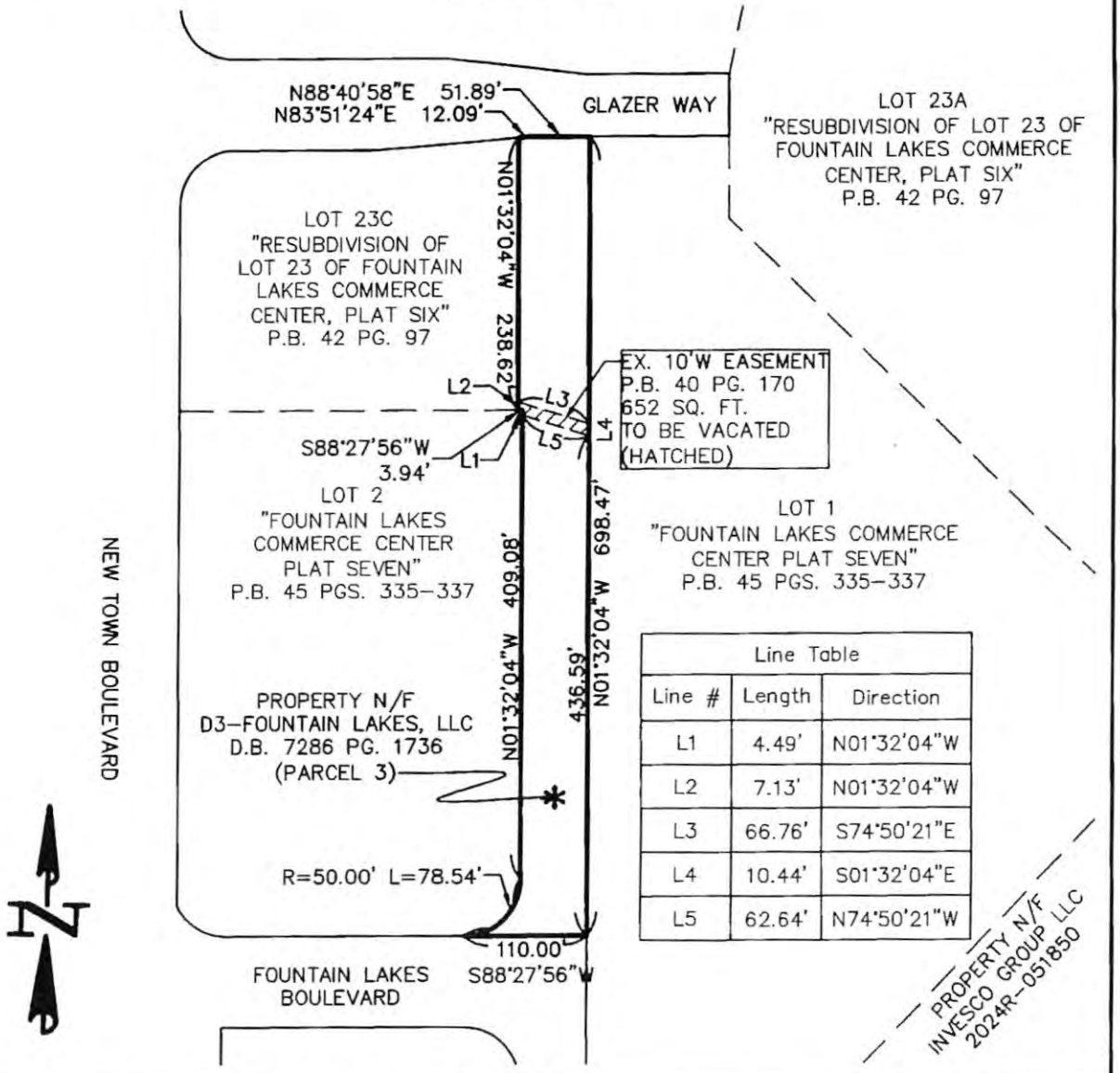
EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 2 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45, PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



Line Table		
Line #	Length	Direction
L1	4.49'	N01°32'04"W
L2	7.13'	N01°32'04"W
L3	66.76'	S74°50'21"E
L4	10.44'	S01°32'04"E
L5	62.64'	N74°50'21"W

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DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC6
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

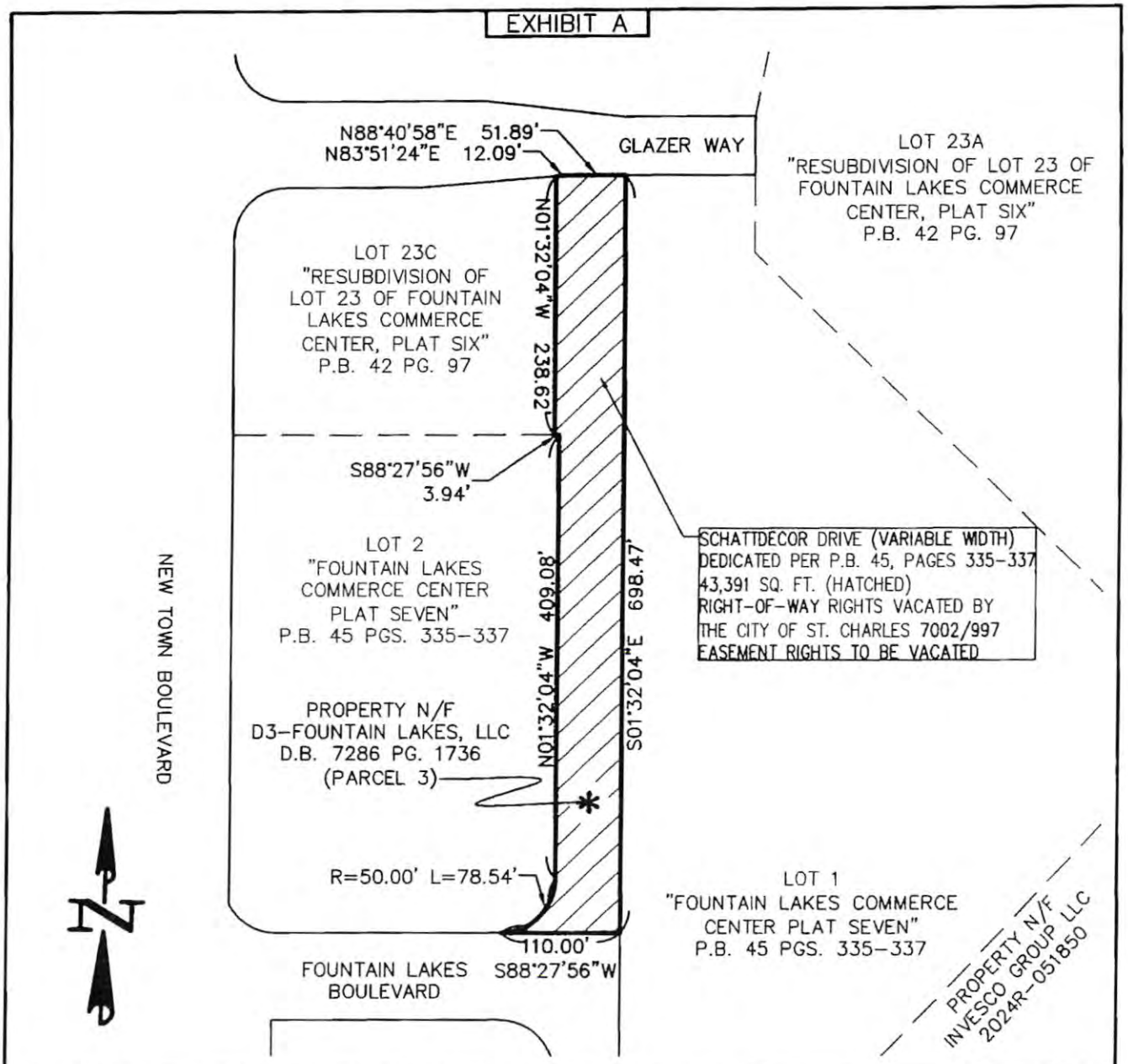
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STATE OF MISSOURI
ANDY D. BECK
NUMBER PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

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DATE:	02/04/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC10
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

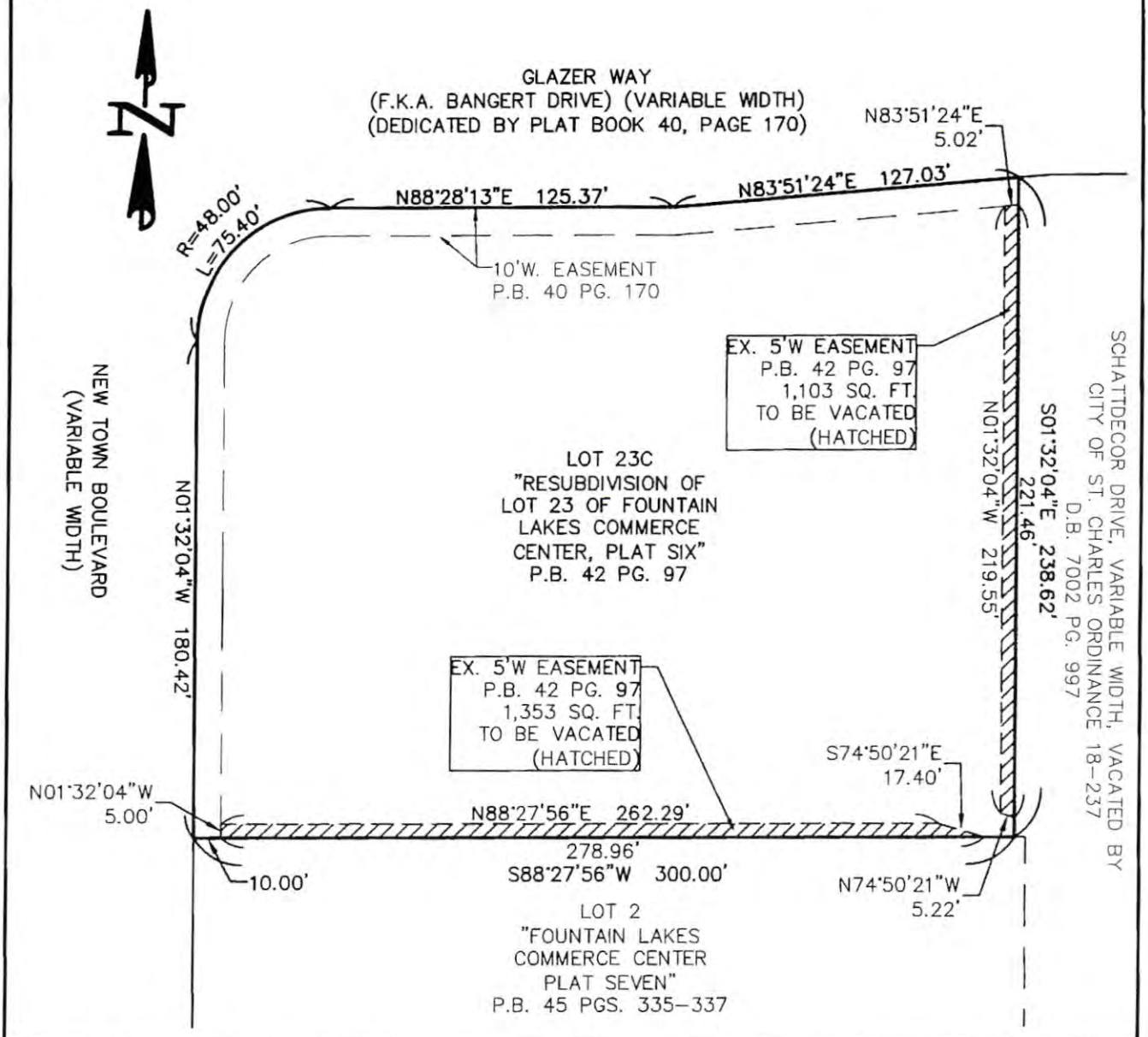
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STATE OF MISSOURI
ANDY D BECK
NUMBER PLS-2015017835
2-4-25
PROFESSIONAL LAND SURVEYOR

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PLS NO 2015017835

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DATE:	02/26/25
DRAWN:	CEM
SCALE:	1"=60'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC11
SHEET:	1 OF 1

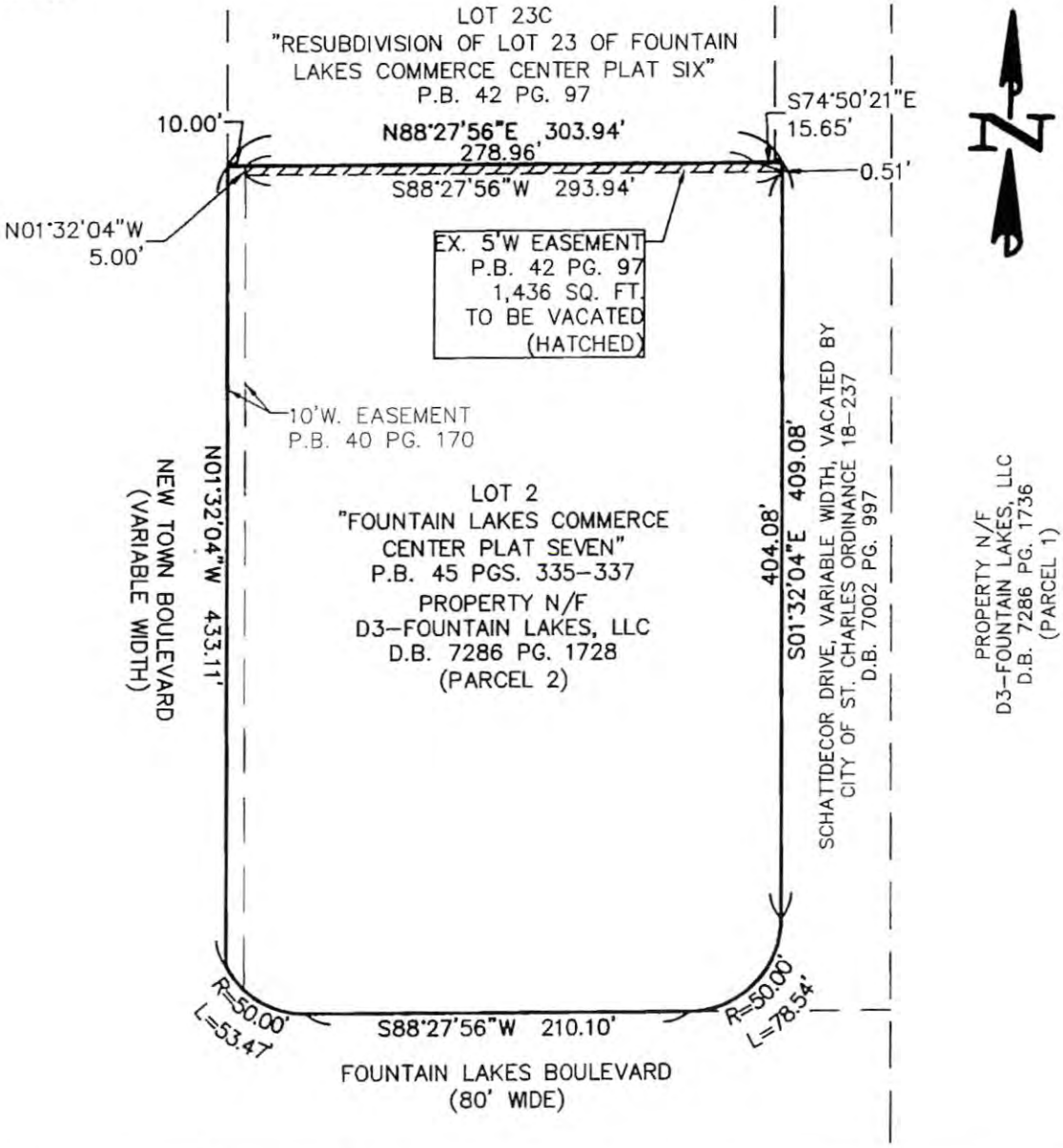
MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

EASEMENT VACATE

A TRACT OF LAND BEING
PART OF LOT 23C OF
"RESUBDIVISION OF LOT 23C OF
FOUNTAIN LAKES COMMERCE CENTER PLAT SIX"
PLAT BOOK 42, PAGE 97
TOWNSHIP 47 NORTH, RANGE 4 EAST
CITY OF ST. CHARLES,
ST. CHARLES COUNTY, MISSOURI



EXHIBIT A



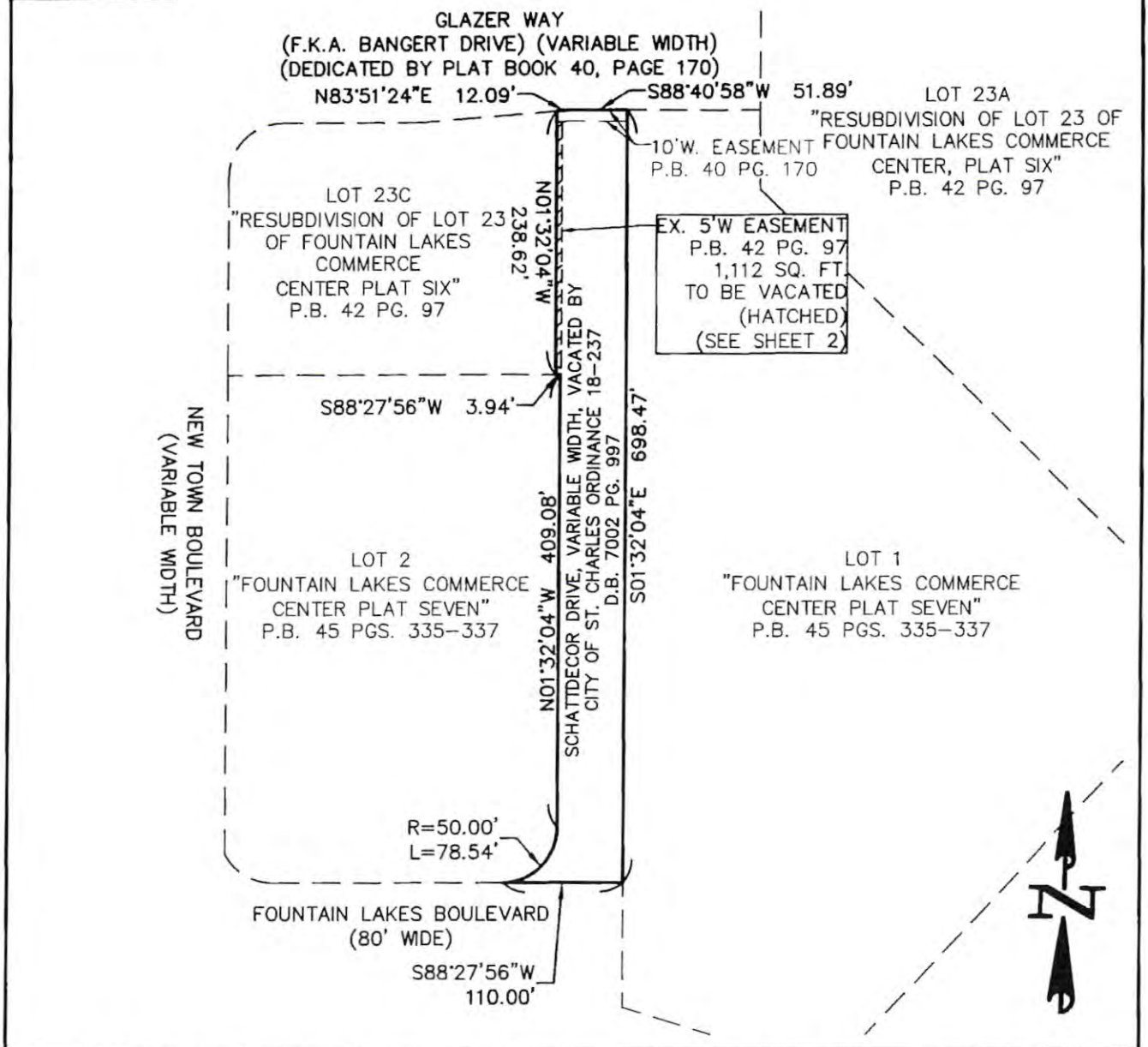
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DATE: 02/26/25	EASEMENT VACATE
DRAWN: CEM	A TRACT OF LAND BEING PART OF LOT 2 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45, PAGES 335-337, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI
SCALE: 1"=100'	
PROJECT: 9085ZTBE	
FILE:9085ZTBEVAC12	
SHEET: 1 OF 1	
MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144	

STATE OF MISSOURI
ANDY D. BRICK
NUMBER
PLS-2015017835
PROFESSIONAL LAND SURVEYOR
2-27-25

EXHIBIT A



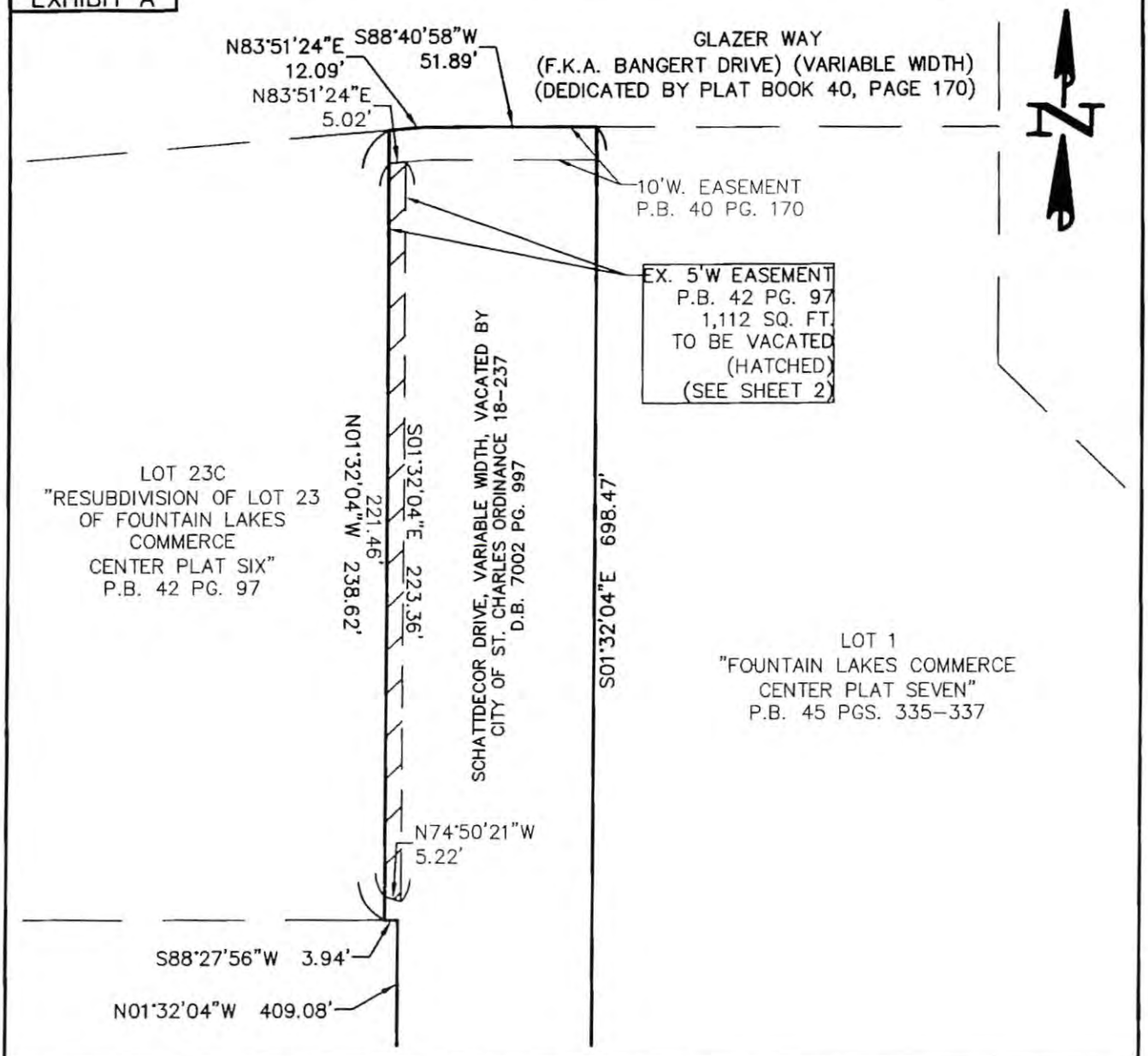
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DATE: 02/26/25	EASEMENT VACATE
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PROJECT: 9085ZTBE	
FILE:9085ZTBEVAC13	
SHEET: 1 OF 2	
MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144	



EXHIBIT A



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ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE: 02/26/25	EASEMENT VACATE
DRAWN: CEM	
SCALE: 1"=50'	A TRACT OF LAND BEING PART OF VACATED SCHATTDECOR DRIVE, VARIABLE WIDTH OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45 PAGES 335-337, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI
PROJECT: 9085ZTBE	
FILE:9085ZTBEVAC13	
SHEET: 2 OF 2	
MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144	

STATE OF MISSOURI
ANDY BAX
NUMBER
PLS-2015017835
2-27-25
PROFESSIONAL LAND SURVEYOR

2026R-011239
03/11/2026 10:44:20 AM
$ 33.00
PAGES: 5
CERTIFIED-FILED FOR RECORD
MARY E. DEMPSEY
RECORDER OF DEEDS
ST. CHARLES COUNTY, MISSOURI
BY: CGRAF
ELECTRONICALLY RECORDED

REMS INFORMATION
Agreement ID: UEC-202603-63427
Project ID: 83358

PARTIAL RELEASE OF PLATTED EASEMENT RIGHTS

D3 Fountain Lakes LLC
Schattdecor Dr.
Gateway Division-St Charles District

KNOW ALL MEN THESE PRESENTS, this 10 day of March, 2026, that **UNION ELECTRIC COMPANY d/b/a AMEREN MISSOURI**, a Missouri corporation (hereinafter "Ameren") is a holder of certain easement rights for utility purposes (hereinafter collectively referred to as "Easement") that were dedicated by THE MILLSTONE COMPANY pursuant to the plat recorded in Plat Book 42, Page 97, in the Office of the Recorder of Deeds, for the County of St. Charles, State of Missouri.

WHEREAS Ameren, as a holder of said Easement, intends to release a PART of the Easement.

NOW THEREFORE, for and in consideration of Ten and No/100th Dollars ($10.00), the receipt of which is hereby acknowledged, Ameren hereby releases only that PART of the Easement that is illustrated in Exhibit "A" attached hereto and made a part hereof and described below:

> The area of the platted easement identified for release that appears on Exhibit A depicts a tract of land being part of Vacated Schattdecor Drive of "Fountain Lakes Commerce Center Plat Seven" in Plat Book 45, Pages 335-337, Fractional Section 13, Township 47 North, Range 4 East, City of St. Charles, St. Charles County, Missouri.

It is expressly understood and agreed that the interests of other parties, if any, mentioned in the aforesaid Easement are hereby reserved and remain in full force and effect.

This Partial Release of Platted Easement Rights is not intended to and shall not in any way affect other easements which Ameren owns or has a right to use in said Subdivision.

IN WITNESS WHEREOF, Ameren has hereunto caused this Partial Release of Platted Easement Rights to be executed on the date hereinabove written.

UNION ELECTRIC COMPANY d/b/a AMEREN MISSOURI

By: _____

Name: Janice Wenzel

Title: Director, Real Estate

ALL PURPOSE NOTARY ACKNOWLEDGMENT

STATE OF **MISSOURI**
COUNTY OF
OR CITY OF **St. Louis** } SS

On this 10 day of March, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared (print or type names of signatories):

Janice Wenzel

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Capacity Claimed By Signator(s)

☐ Individual(s)	☐ Corporate	☐ Limited Liability Company	☐ Partner(s)
☐ Trustee(s)	Title(s) of Officer(s):	Member(s)/Manager(s):	☐ Limited Partnership
☐ Executor(s)	Director, Real Estate		☐ General Partnership
☐ Administrator(s)			☐ Other (Specify Below):
☐ Attorney-In-Fact			
☐ Conservator(s)			
☐ Guardian(s)			

April 20, 2027
My Commission Expires

Notary Public

Affix Notary Stamp Below

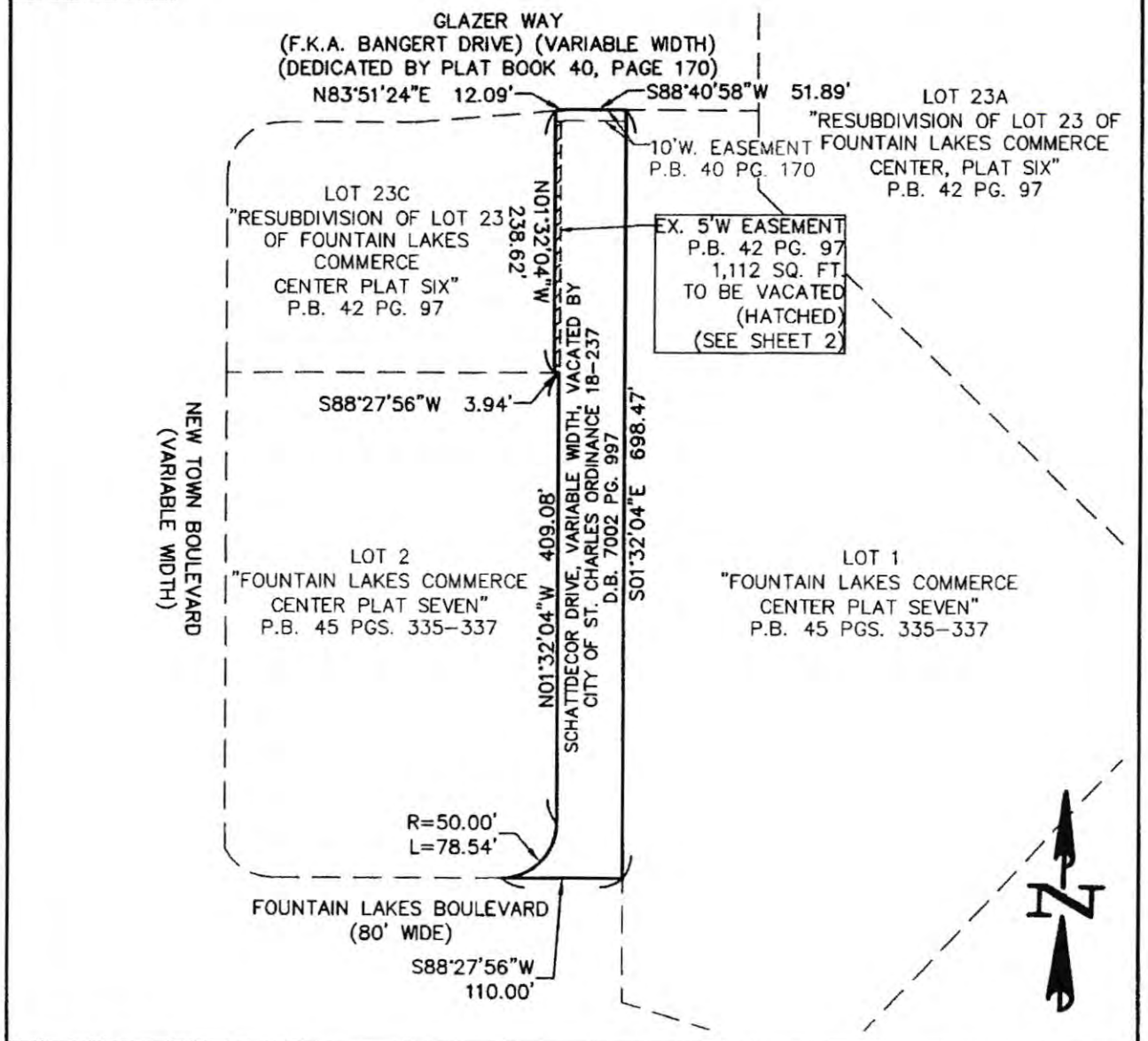
KATIE KRUEGER
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis City
My Commission Expires: Apr. 20, 2027
Commission # 23660628

Prepared By: K. McWhorter

Return To: K. McWhorter

KNM
3/6/26

EXHIBIT A



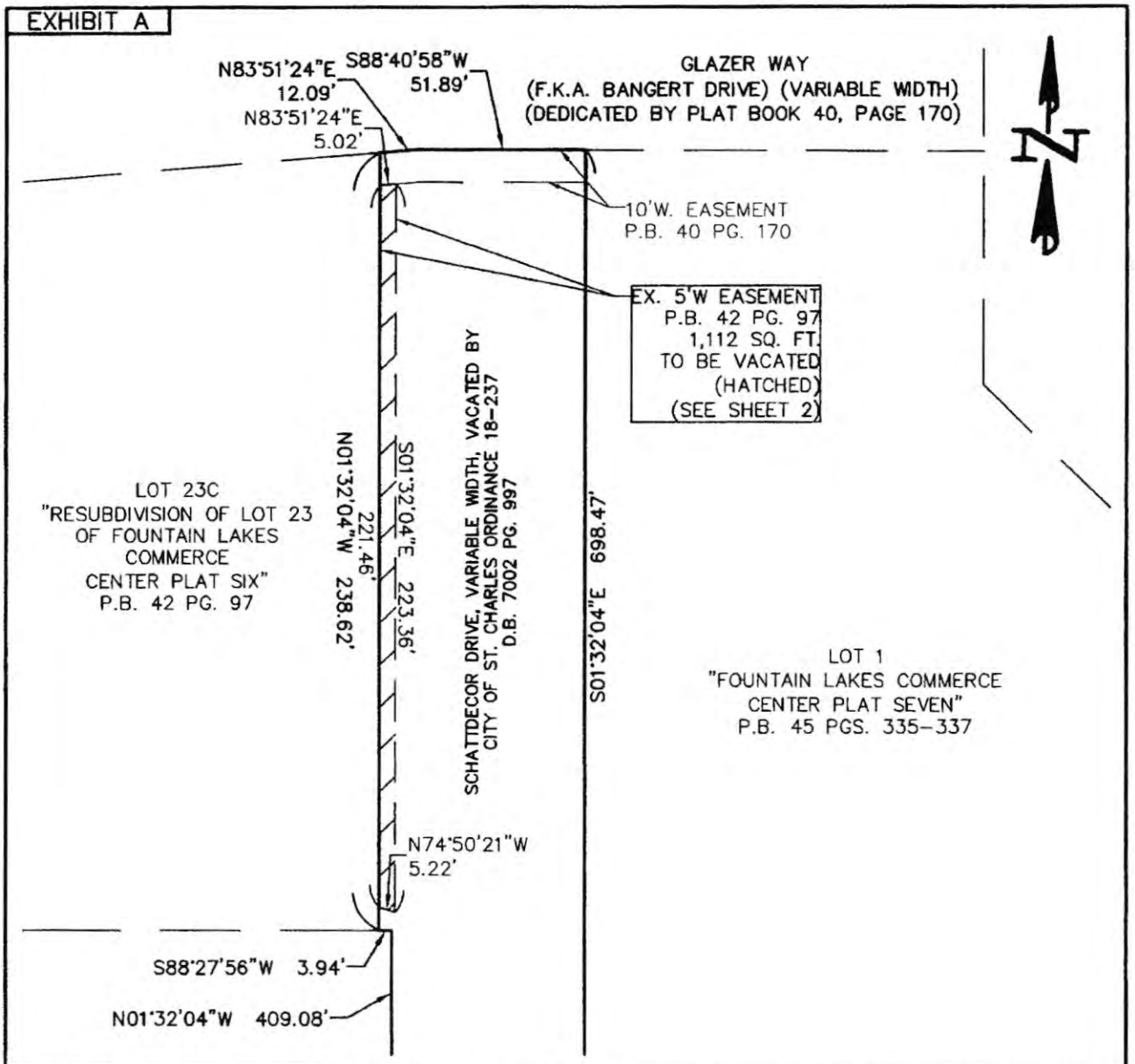
BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE: 02/26/25	EASEMENT VACATE
DRAWN: CEM	
SCALE: 1"=150'	A TRACT OF LAND BEING PART OF VACATED SCHATTDECOR DRIVE, VARIABLE WIDTH OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45 PAGES 335-337, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI
PROJECT: 9085ZTBE	
FILE:9085ZTBEVAC13	
SHEET: 1 OF 2	
MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144	

STATE OF MISSOURI
ANDY L. SEOK
NUMBER PLS-2015017835
2-27-25
PROFESSIONAL LAND SURVEYOR

EXHIBIT A



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE: 02/26/25	EASEMENT VACATE
DRAWN: CEM	
SCALE: 1"=50'	A TRACT OF LAND BEING PART OF VACATED SCHATTDECOR DRIVE, VARIABLE WIDTH OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45 PAGES 335-337, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI
PROJECT: 9085ZTBE	
FILE:9085ZTBEVAC13	
SHEET: 2 OF 2	
MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144	



Petition for Vacation or Acceptance of Right-of-Way/Easement Within the City of St. Charles, Missouri

We, the owners of the tracts of land adjacent to 3704 New Town Boulevard, St. Charles, Missouri 63301, each lying in various width easements within the City limits of the City of St. Charles, do hereby petition the Mayor and City Council to:

- ☐ Accept said streets as Provisional Streets according to City Code 505.330.
- ☐ Accept said streets as Public Streets according to City Code 505.340.
- X Vacate said right-of-way [easement]

We the undersigned owners also understand and affirm that if public property rights do not currently exist, we shall donate and execute said donations at our expense, all land rights determined by the City as being necessary for said acceptance of streets or for vacation of right-of-way [easement] through the appropriate legal means which may include, but not necessarily be limited to resubdivision plats, deeds, easements, etc. The exact limits of the right-of-way or easements being petitioned are as follows:

EASEMENT VACATION "A"

A TRACT OF LAND BEING PART OF LOT 23C OF "RESUBDIVISION OF LOT 23C OF FOUNTAIN LAKES COMMERCE CENTER, PLAT SIX", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 42, PAGE 97 OF THE ST. CHARLES COUNTY RECORDS, IN TOWNSHIP 47 NORTH, RANGE 4 EAST, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 23C OF "RESUBDIVISION OF LOT 23 OF FOUNTAIN LAKES COMMERCE CENTER, PLAT SIX"; THENCE ALONG THE SOUTH LINE OF LOT 23C, SOUTH 88 DEGREES 27 MINUTES 56 SECONDS WEST 11.04 FEET TO THE ACTUAL POINT OF BEGINNING OF THE DESCRIPTION HEREIN; THENCE CONTINUING ALONG SAID SOUTH LINE OF LOT 23C, SOUTH 88 DEGREES 27 MINUTES 56 SECONDS WEST 278.96 FEET TO A POINT; THENCE LEAVING SAID SOUTH LINE OF LOT 23C, NORTH 01 DEGREES 32 MINUTES 04 SECONDS WEST 5.00 FEET TO A POINT; THENCE NORTH 88 DEGREES 27 MINUTES 56 SECONDS EAST 262.29 FEET TO A POINT; THENCE SOUTH 74 DEGREES 50 MINUTES 21 SECONDS EAST 17.40 FEET TO THE POINT OF BEGINNING, CONTAINING 1,353 SQUARE FEET ACCORDING TO CALCULATIONS BY BAX ENGINEERING COMPANY DURING JUNE, 2025

EASEMENT VACATION "B"

EXHIBIT J

A TRACT OF LAND BEING PART OF LOT 23C OF "RESUBDIVISION OF LOT 23C OF FOUNTAIN LAKES COMMERCE CENTER, PLAT SIX", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 42, PAGE 97 OF THE ST. CHARLES COUNTY RECORDS, IN TOWNSHIP 47 NORTH, RANGE 4 EAST, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 23C OF "RESUBDIVISION OF LOT 23C OF FOUNTAIN LAKES COMMERCE CENTER, PLAT SIX"; THENCE ALONG THE EAST LINE OF SAID LOT 23C, NORTH 01 DEGREES 32 MINUTES 04 SECONDS WEST 7.13 FEET TO THE ACTUAL POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE LEAVING SAID EAST LINE OF LOT 23C, NORTH 74 DEGREES 50 MINUTES 21 SECONDS WEST 5.22 FEET TO A POINT; THENCE NORTH 01 DEGREES 32 MINUTES 04 SECONDS WEST 219.55 FEET TO A POINT; THENCE NORTH 83 DEGREES 51 MINUTES 24 SECONDS EAST 5.02 FEET TO A POINT ON THE AFORESAID EAST LINE OF LOT 23C OF "RESUBDIVISION OF LOT 23 OF FOUNTAIN LAKES COMMERCE CENTER, PLAT SIX"; THENCE ALONG SAID EAST LINE OF LOT 23C, SOUTH 01 DEGREES 32 MINUTES 04 SECONDS EAST 221.46 FEET TO THE POINT OF BEGINNING CONTAINING 1,103 SQUARE FEET ACCORDING TO CALCULATIONS BY BAX ENGINEERING COMPANY DURING JUNE, 2025.

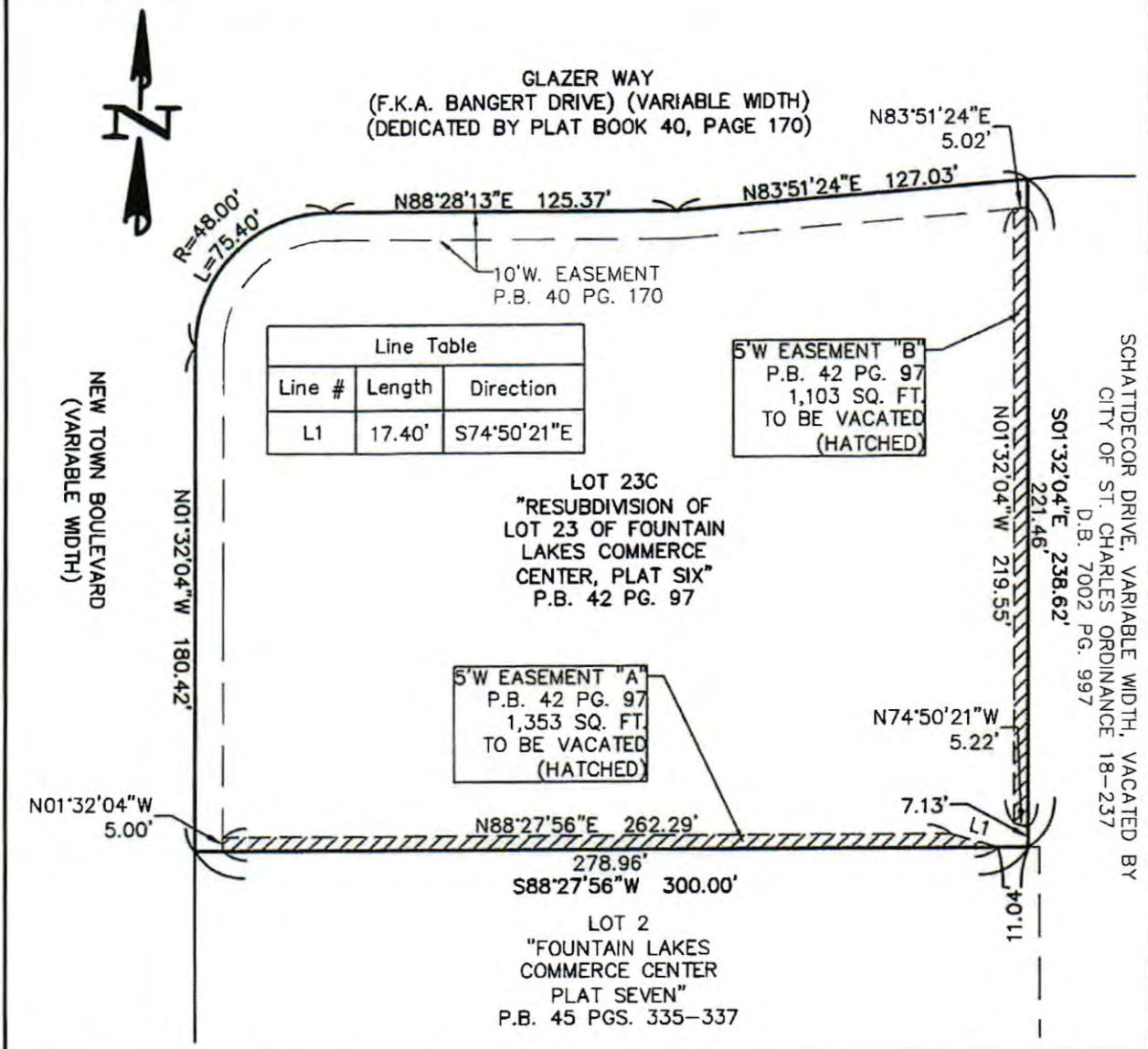
Signatures of all adjoining property owners:



Signature

Drew Bextermueller
Director of Real Estate
D3 Fountain Lakes, LLC
16690 Swingley Ridge Road, 4th Floor
Chesterfield, Missouri 63017
(636) 812-1360

EXHIBIT A



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	06/26/25
DRAWN:	CEM
SCALE:	1"=60'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC11
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

EASEMENT VACATE

TWO TRACTS OF LAND BEING
PART OF LOT 23C OF
"RESUBDIVISION OF LOT 23C OF
FOUNTAIN LAKES COMMERCE CENTER PLAT SIX"
PLAT BOOK 42, PAGE 97
TOWNSHIP 47 NORTH, RANGE 4 EAST
CITY OF ST. CHARLES,
ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
6-26-25
PROFESSIONAL LAND SURVEYOR

ENGINEERING
PLANNING
SURVEYING



LAND DESCRIPTION
1,353 SQ. FT. VACATION "A"
1,103 SQ. FT. VACATION "B"
JUNE 26, 2025
BAX PROJECT No. 97-9085ZTBE
CEM

EASEMENT VACATION "A"

A TRACT OF LAND BEING PART OF LOT 23C OF "RESUBDIVISION OF LOT 23C OF FOUNTAIN LAKES COMMERCE CENTER, PLAT SIX", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 42, PAGE 97 OF THE ST. CHARLES COUNTY RECORDS, IN TOWNSHIP 47 NORTH, RANGE 4 EAST, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 23C OF "RESUBDIVISION OF LOT 23 OF FOUNTAIN LAKES COMMERCE CENTER, PLAT SIX"; THENCE ALONG THE SOUTH LINE OF LOT 23C, SOUTH 88 DEGREES 27 MINUTES 56 SECONDS WEST 11.04 FEET TO THE ACTUAL POINT OF BEGINNING OF THE DESCRIPTION HEREIN; THENCE CONTINUING ALONG SAID SOUTH LINE OF LOT 23C, SOUTH 88 DEGREES 27 MINUTES 56 SECONDS WEST 278.96 FEET TO A POINT; THENCE LEAVING SAID SOUTH LINE OF LOT 23C, NORTH 01 DEGREES 32 MINUTES 04 SECONDS WEST 5.00 FEET TO A POINT; THENCE NORTH 88 DEGREES 27 MINUTES 56 SECONDS EAST 262.29 FEET TO A POINT; THENCE SOUTH 74 DEGREES 50 MINUTES 21 SECONDS EAST 17.40 FEET TO THE POINT OF BEGINNING, CONTAINING 1,353 SQUARE FEET ACCORDING TO CALCULATIONS BY BAX ENGINEERING COMPANY DURING JUNE, 2025

EASEMENT VACATION "B"

A TRACT OF LAND BEING PART OF LOT 23C OF "RESUBDIVISION OF LOT 23C OF FOUNTAIN LAKES COMMERCE CENTER, PLAT SIX", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 42, PAGE 97 OF THE ST. CHARLES COUNTY RECORDS, IN TOWNSHIP 47 NORTH, RANGE 4 EAST, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

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PAGES: 3
CERTIFIED-FILED FOR RECORD
MARY E. DEMPSEY
RECORDER OF DEEDS
ST. CHARLES COUNTY, MISSOURI
BY: KJETER
ELECTRONICALLY RECORDED

RELEASE OF PLATTED EASEMENT

THIS INSTRUMENT, made this 19 day of March, 2025,

WITNESSETH THAT:

WHEREAS, there has heretofore been granted to SPIRE MISSOURI INC., a Missouri corporation, (**"GRANTOR"),** a platted easement(s) ("Easement") in certain land located upon part of Lot 23C of Fountain Lakes Commerce Center Plat Six, a subdivision filed for record in Plat Book 42 at Page 97 in St. Charles County, Missouri Records wherein the nature and extent of the Easement and the lands affected are described; and

WHEREAS the present owner, D3-FOUNTAIN LAKES, LLC **("GRANTEE")** of the lands so affected, has requested that **GRANTOR** release the Easement and **GRANTOR** is willing to do so to the extent hereinafter described.

NOW THEREFORE, in consideration of One Dollar ($1.00) in hand paid to **GRANTOR** by said **GRANTEE**, the receipt of which is hereby acknowledged, **GRANTOR** hereby RELEASES AND QUITCLAIMS to said GRANTEE all of **GRANTOR'S** right, title and interest in and to that Easement as depicted and shown hachured on the attached plat designated as "Exhibit A" and titled 'Easement Vacate'.

IN WITNESS WHEREOF, **GRANTOR** has caused this instrument to be signed by its Senior Vice President, Engineering, Gas Supply & Operation Services the day and year first above written.

SPIRE MISSOURI INC.

Legal Dept. Approval to Form: DPA

Mark Lowe
Senior Vice President, Engineering,
Gas Supply and Operations Services

Engineering Dept. Approval: NAE

System Planning Approval: PC

Right of Way Dept. Approval: AG

STATE OF MISSOURI)
) ss.
CITY OF ST. LOUIS)

On the 19 day of March, 2025,

before me, (insert Notary's name) John Lair, a notary public in and for said state, appeared Mark Lowe, to me personally known, who being by me duly sworn, did say that he is the Senior Vice President, Engineering, Gas Supply and Operations Services of SPIRE MISSOURI INC., and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said Mark Lowe acknowledged said instrument to be the free act and deed of said corporation.

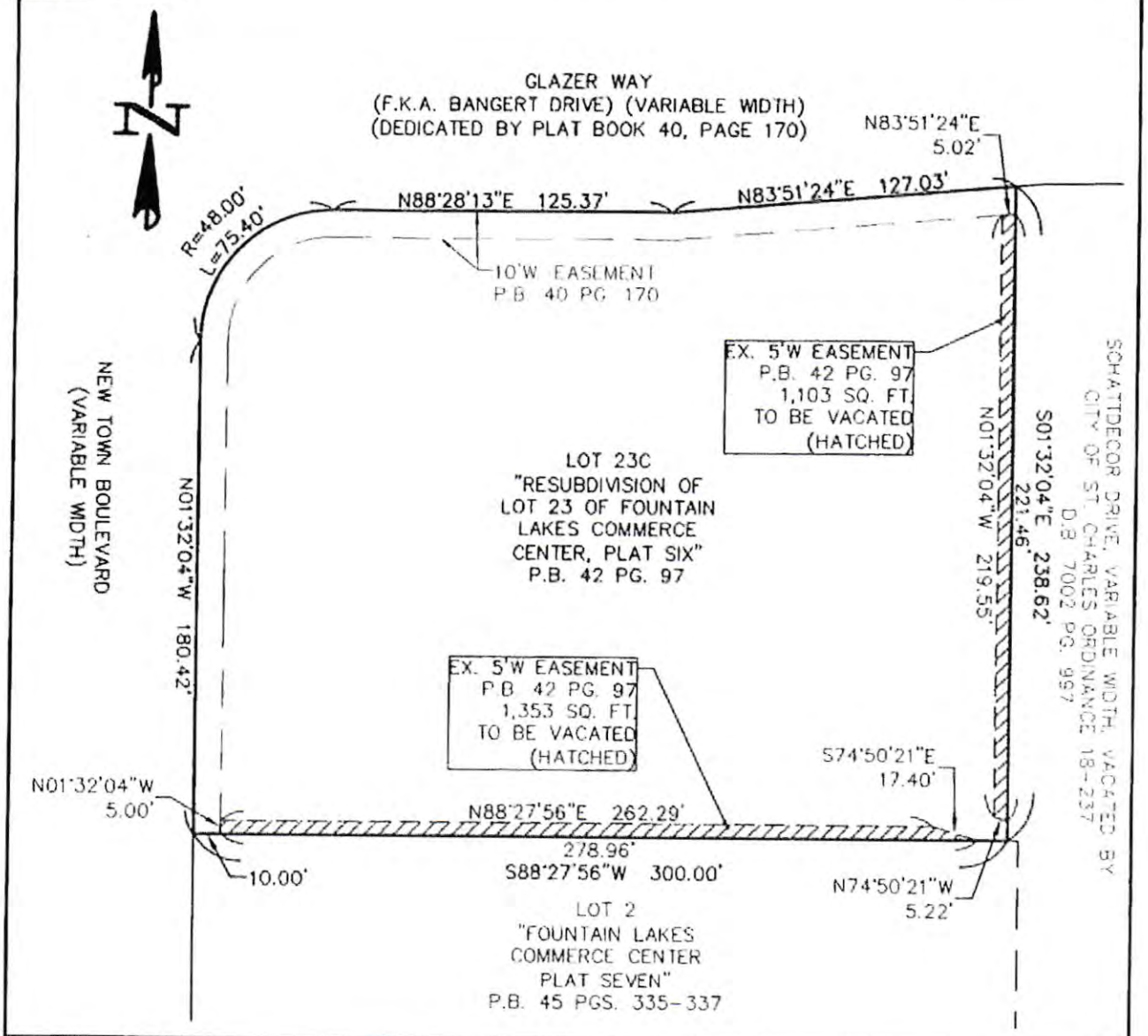
My Commission expires: 1/29/2026

John Lair
Notary Public

John Lair
Printed Name

JOHN LAIR
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Jan. 29, 2026
Commission #18103602

EXHIBIT A



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	02/26/25
DRAWN:	CEM
SCALE:	1"=60'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC11
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

EASEMENT VACATE

A TRACT OF LAND BEING
PART OF LOT 23C OF
"RESUBDIVISION OF LOT 23C OF
FOUNTAIN LAKES COMMERCE CENTER PLAT SIX"
PLAT BOOK 42, PAGE 97
TOWNSHIP 47 NORTH, RANGE 4 EAST
CITY OF ST. CHARLES,
ST. CHARLES COUNTY, MISSOURI



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$ 30.00
PAGES: 4
CERTIFIED-FILED FOR RECORD
MARY E. DEMPSEY
RECORDER OF DEEDS
ST. CHARLES COUNTY, MISSOURI
BY: CGRAF
ELECTRONICALLY RECORDED

DOCUMENT TYPE:	RELEASE OF EASEMENT
DATE OF DOCUMENT:	MARCH 27, 2025
GRANTOR:	SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a AT&T MISSOURI 12930 OLIVE BOULEVARD CREVE COEUR, MISSOURI 63141
GRANTEE:	FOUNTAIN LAKES, LLC 16690 SWINGLEY RIDGE ROAD, 4TH FLOOR CHESTERFEILD MISSOURI, 63017
LEGAL DESCRIPTION:	A TRACT OF LAND BEING PART OF LOT 23C OF "RESUBDIVISION OF LOT 23 OF FOUNTAIN LAKES COMMERCE CENTER PLAT SIX", PLAT BOOK 42, PAGE 97, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI
REFERENCE BOOK AND PAGE:	PLAT BOOK 42, PAGE 97

at&t

SOUTHWESTERN BELL TELEPHONE COMPANY
RELEASE OF EASEMENT

Executed: 3-27-25

THIS RELEASE OF EASEMENT, entered into by ***SOUTHWESTERN BELL TELEPHONE COMPANY, d/b/a AT&T MISSOURI***, *(120 N 2ND ST, FESTUS, MO 63028), GRANTOR, AND FOUNTAIN LAKES, LLC, GRANTEE*, wherein GRANTOR in consideration of One Dollar ($1.00) and other valuable consideration, receipt of which is hereby acknowledged, does by these presents ABANDON, RELEASE, RELINQUISH AND DISCLAIM to GRANTEE, as is, all or a specific portion of a certain easement for telecommunication purposes hereinafter described that affects land owned by GRANTEE situated in The City of St Charles ST CHARLES COUNTY, MISSOURI, and described as follows

PART OF

LOT 23C
"RESUBDIVISION OF
LOT 23 OF FOUNTAIN
LAKES COMMERCE
CENTER, PLAT SIX"
P.B. 42 PG. 97

EX. 5'W EASEMENT
P.B. 42 PG. 97
1,103 SQ. FT.

EX. 5'W EASEMENT
P.B. 42 PG. 97
1,353 SQ. FT.

Said land of GRANTEE being subject to:

A TRACT OF LAND BEING
PART OF LOT 23C OF
"RESUBDIVISION OF LOT 23C OF
FOUNTAIN LAKES COMMERCE CENTER PLAT SIX"
PLAT BOOK 42, PAGE 97
TOWNSHIP 47 NORTH, RANGE 4 EAST
CITY OF ST. CHARLES,
ST. CHARLES COUNTY, MISSOURI

The area of said easements to be hereby released is described as follows: The area depicted as hachured **(////////////)** on the Easement Release Plat, marked Exhibit "A" and attached hereto, and made a part thereof.

TO HAVE AND TO HOLD same, together with all rights and appurtenances to the same belonging, unto GRANTEE(S), their heirs, successors and assigns forever.

IN WITNESS WHEREOF, GRANTOR has caused this Release of Easement to be executed by its duly authorized officers this 27 day of MARCH 2025

SOUTHWESTERN BELL TELEPHONE COMPANY (d/b/a AT&T MISSOURI)

Name: CHRIS LAPORTE

Title: SPECIALIST OSP DESIGN ENGINEER

THE STATE OF MISSOURI
COUNTY OF JEFFERSON

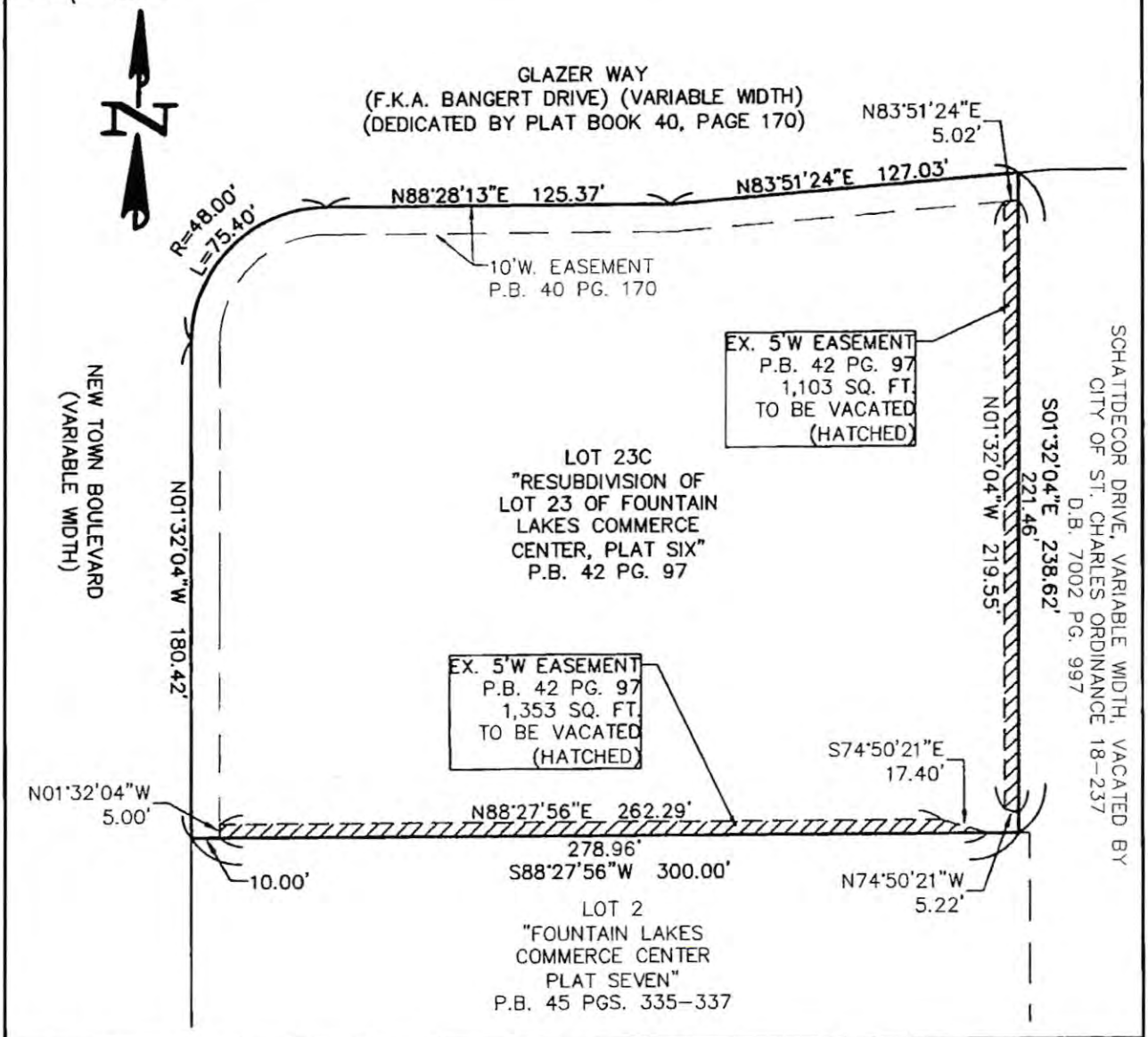
BEFORE ME, the undersigned authority, on this day personally appeared CHRIS LAPORTE, known to me to be the person whose name is subscribed to the foregoing instrument as the SR SPECIALIST OSP DESIGN ENGINEER of SOUTHWESTERN BELL TELEPHONE COMPANY (d/b/a AT&T Missouri), a corporation, and acknowledged to me that he executed the same for purposes and considerations therein expressed in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 27th day of March 2025

Notary Public

JEFFREY ALAN KEMPFER
Notary Public, Notary Seal
State of Missouri
Jefferson County
Commission # 17543392
My Commission Expires 01-09-2029

EXHIBIT A



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

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SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

EASEMENT VACATE

A TRACT OF LAND BEING
PART OF LOT 23C OF
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CITY OF ST. CHARLES,
ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
2-27-25
PROFESSIONAL LAND SURVEYOR

2025R-043120

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$ 60.00
PAGES: 14
CERTIFIED-FILED FOR RECORD
MARY E. DEMPSEY
RECORDER OF DEEDS
ST. CHARLES COUNTY, MISSOURI
BY: GOLMSTED
ELECTRONICALLY RECORDED

DOCUMENT TYPE:	VACATION OF EASEMENT
DATE OF DOCUMENT:	SEPTEMBER 4, 2025
GRANTOR:	CHARTER COMMUNICATIONS ENTERTAINMENT I, LLC 941 CHARTER COMMONS TOWN AND COUNTRY, MISSOURI 63017
GRANTEE:	D3 FOUNTAIN LAKES LLC 16690 SWINGLEY RIDGE ROAD, 4TH FLOOR CHESTERFEILD MISSOURI, 63017
LEGAL DESCRIPTION:	A TRACT OF LAND BEING PART OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" AND "FOUNTAIN LAKES COMMERCE CENTER PLAT SIX", TOWNSHIP 47 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI
REFERENCE BOOK AND PAGE:	PLAT BOOK 45, PAGES 335-337 PLAT BOOK 42, PAGE 97

Charter
COMMUNICATIONS

Aaron Detwiler
Field Operations AVP
Charter Spectrum Communications

VACATION OF EASEMENT

WHEREAS, an easement for broadband cable communications placement within the dedicated utility easement has been granted to Charter Communications Entertainment I, LLC ("Charter"), **The Grantor** located at 941 Charter Commons Town & Country, MO 63017 by St. Louis County, Missouri. A tract of land being part of Lots 1,2,23C, of Fountain Lakes Commerce Center Plat Seven, Plat book 45,Pages 335-337,within fractional section 13, ,Township 45 North, Ranch 4 East, St. Charles County, Missouri, St. Louis County, Missouri and it is the purpose and intent of Charter to release a portion of such easement rights.

NOW THEREFORE, Charter does hereby relinquish and release that portion of its easement rights to **Grantee** Fountain Lakes, LLC to place or maintain permanent facilities within the area of the easement shown on **Exhibits A**. Except for the release of the hatched area described herein, the remaining easement rights and interests granted to Charter pursuant to the aforementioned plat shall remain in full force and effect.

IN WITNESS THEREOF, Charter has caused this document to be executed as of the 4th day of September 2025.

Charter Communications Entertainment I, LLC, a Delaware limited liability company
By its manager: Charter Communications, Inc., a Delaware corporation

By:
Aaron Detwiler
Title: Field Operations AVP, Charter Spectrum Communications

[redacted]

Charter
COMMUNICATIONS

STATE OF ILLINOIS)

COUNTY OF MADISON)

On this 4th day of September 2025, before me appeared Aaron Detwiler, who being by me duly sworn, did say that he is a Field Operations Area Vice President of Charter Communications Inc., a Delaware corporation, that this instrument was signed on behalf of said company by authority of its board of directors, and that Aaron Detwiler declared that his signature placed hereon was the free act and deed of said company.

IN TESTIMONY WHEREOF, I have here unto set my hand on the day and year and in the County and State last written above.

Cathy Ann Wagner-Black

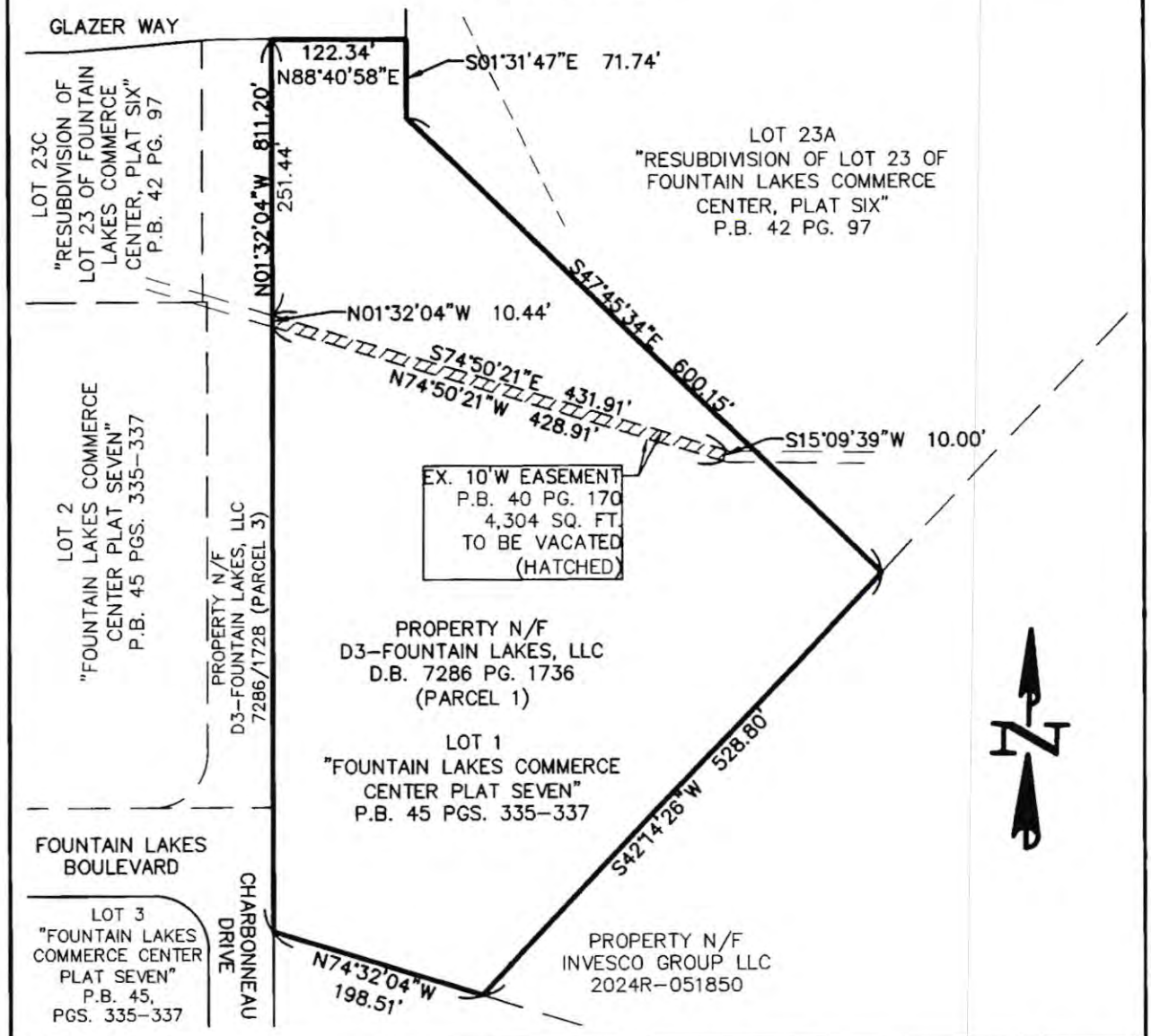
Cathy Ann Wagner-Black - Notary Public

My Commission Expires:

July 14th 2029

OFFICIAL SEAL
CATHY ANN WAGNER-BLACK
Notary Public, State of Illinois
Commission No. 1013570
My Commission Expires
July 14, 2029

EXHIBIT A



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC1
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

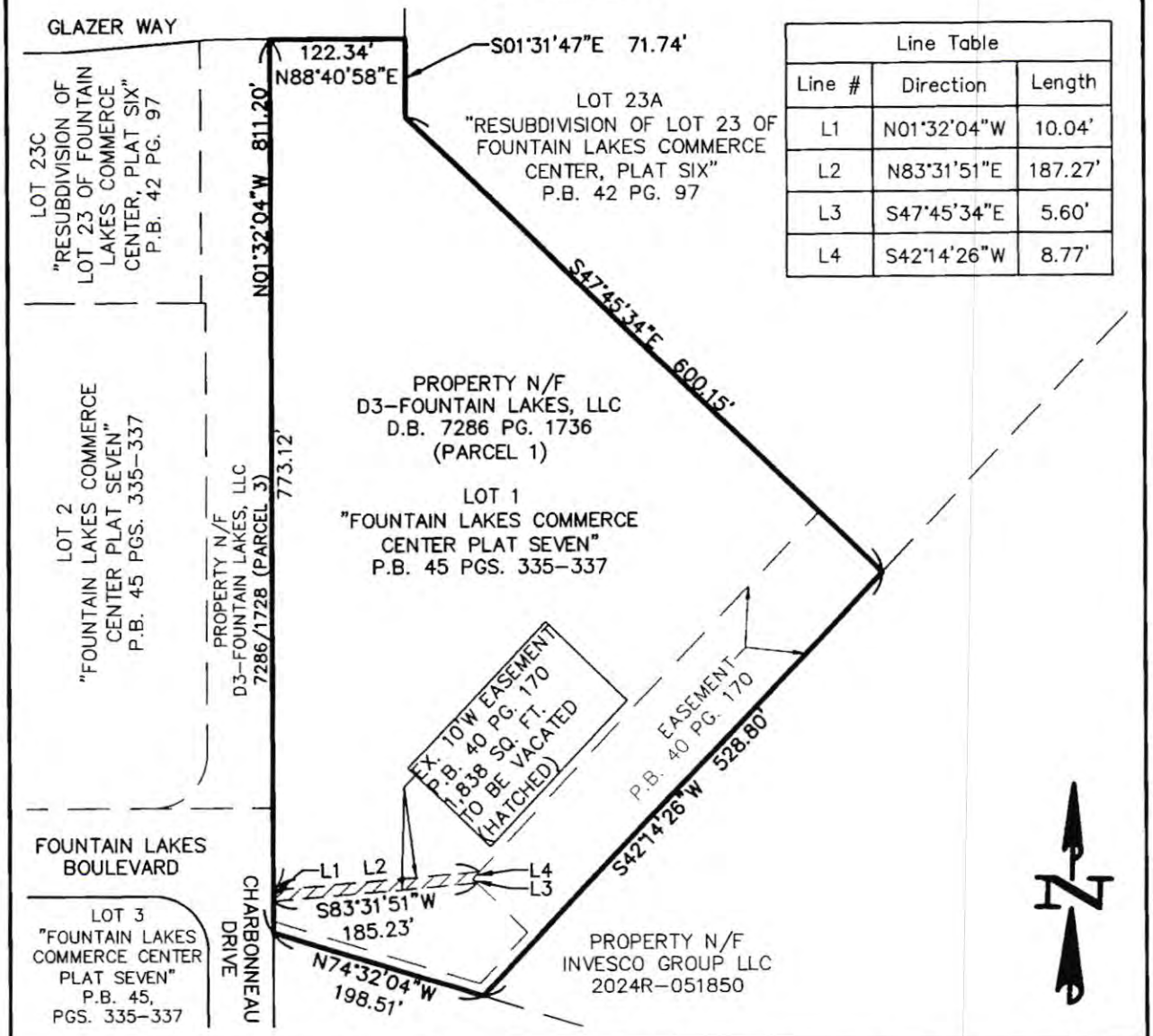
EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45, PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



Line Table		
Line #	Direction	Length
L1	N01°32'04"W	10.04'
L2	N83°31'51"E	187.27'
L3	S47°45'34"E	5.60'
L4	S42°14'26"W	8.77'

BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

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DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC2
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

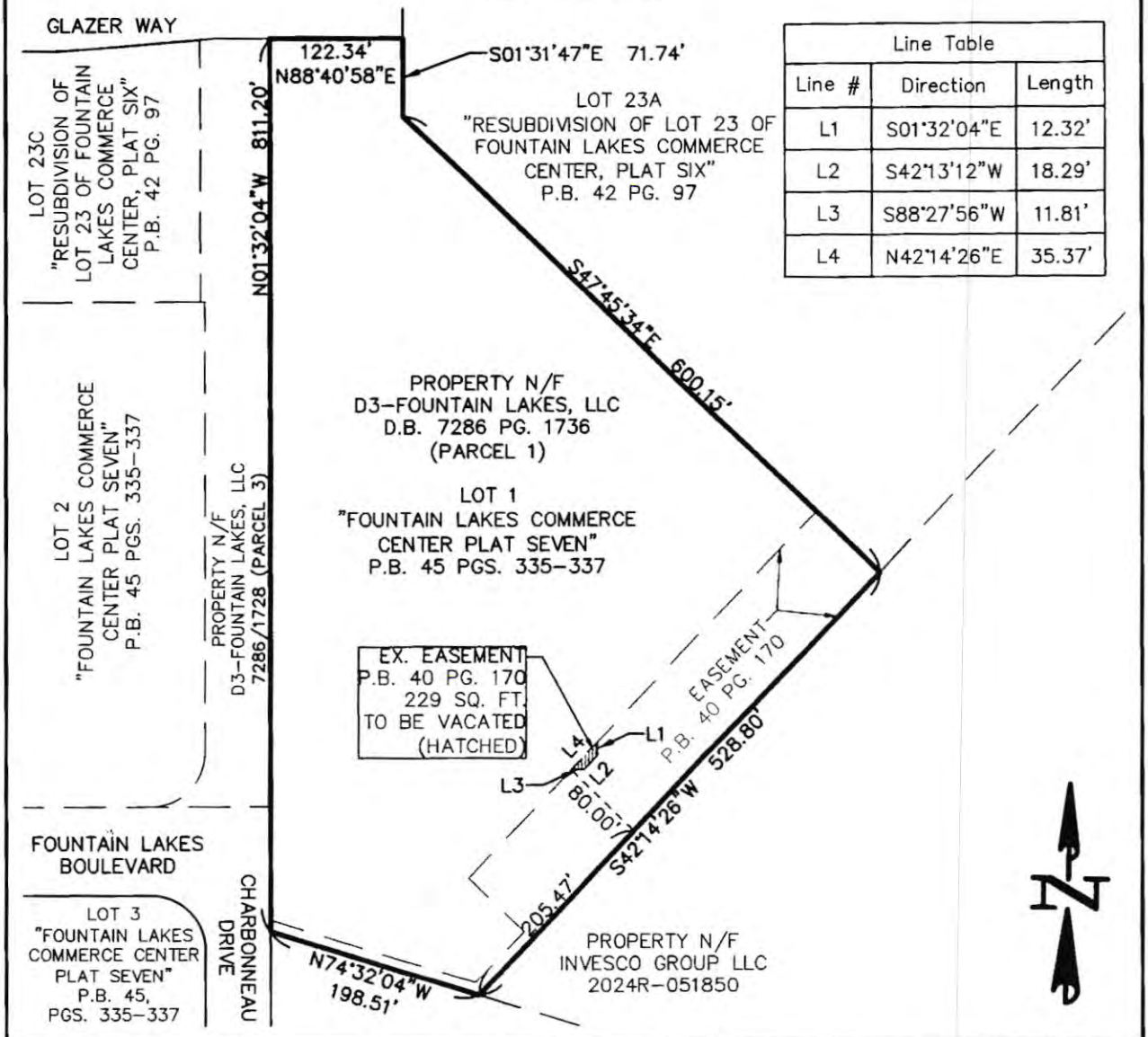
EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45, PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



Line Table		
Line #	Direction	Length
L1	S01°32'04"E	12.32'
L2	S42°13'12"W	18.29'
L3	S88°27'56"W	11.81'
L4	N42°14'26"E	35.37'

BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
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2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	01/27/25
DRAWN:	DVD
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC3
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

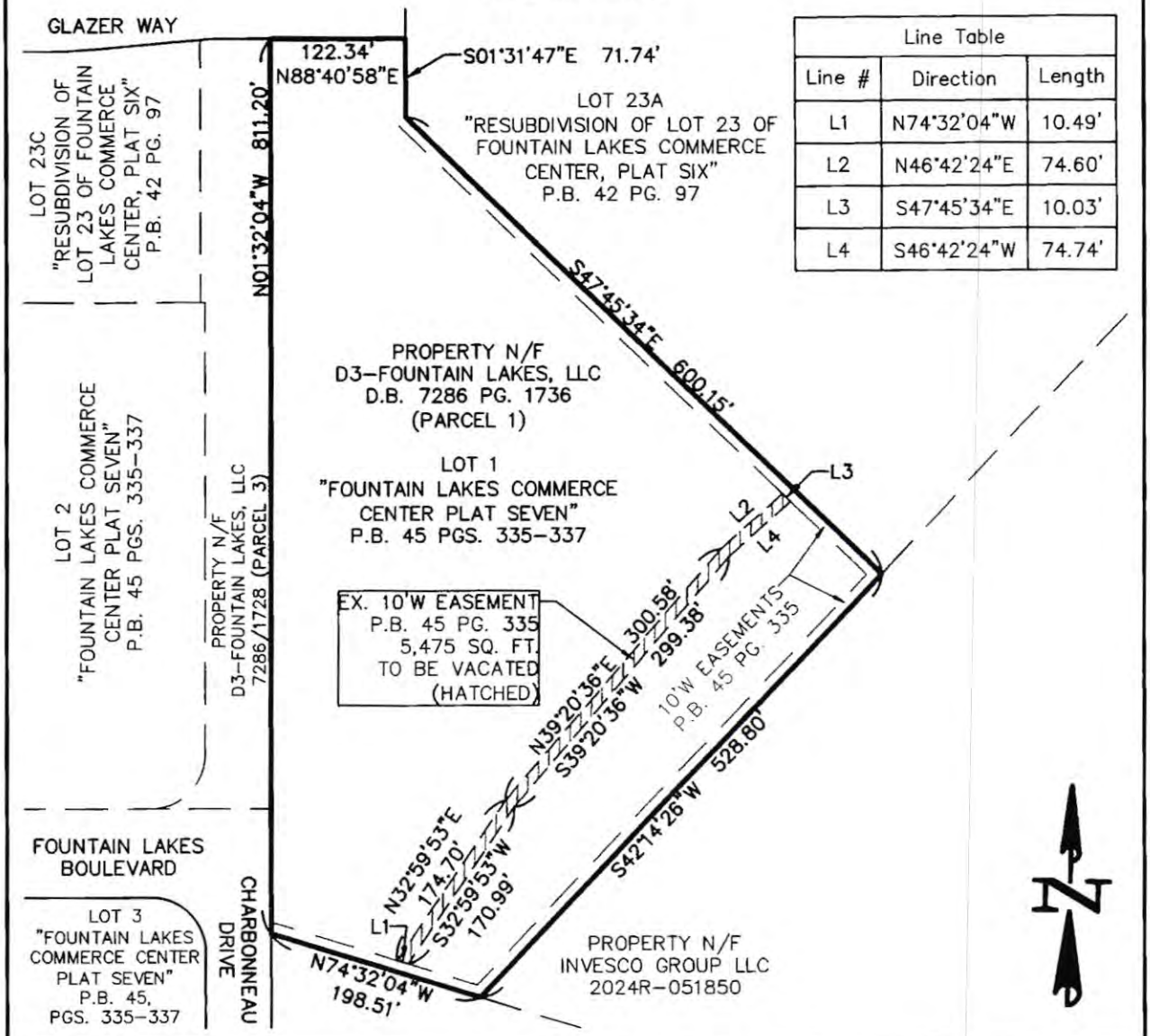
EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 1 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45 PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



Line Table		
Line #	Direction	Length
L1	N74°32'04"W	10.49'
L2	N46°42'24"E	74.60'
L3	S47°45'34"E	10.03'
L4	S46°42'24"W	74.74'

BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

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2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC4
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

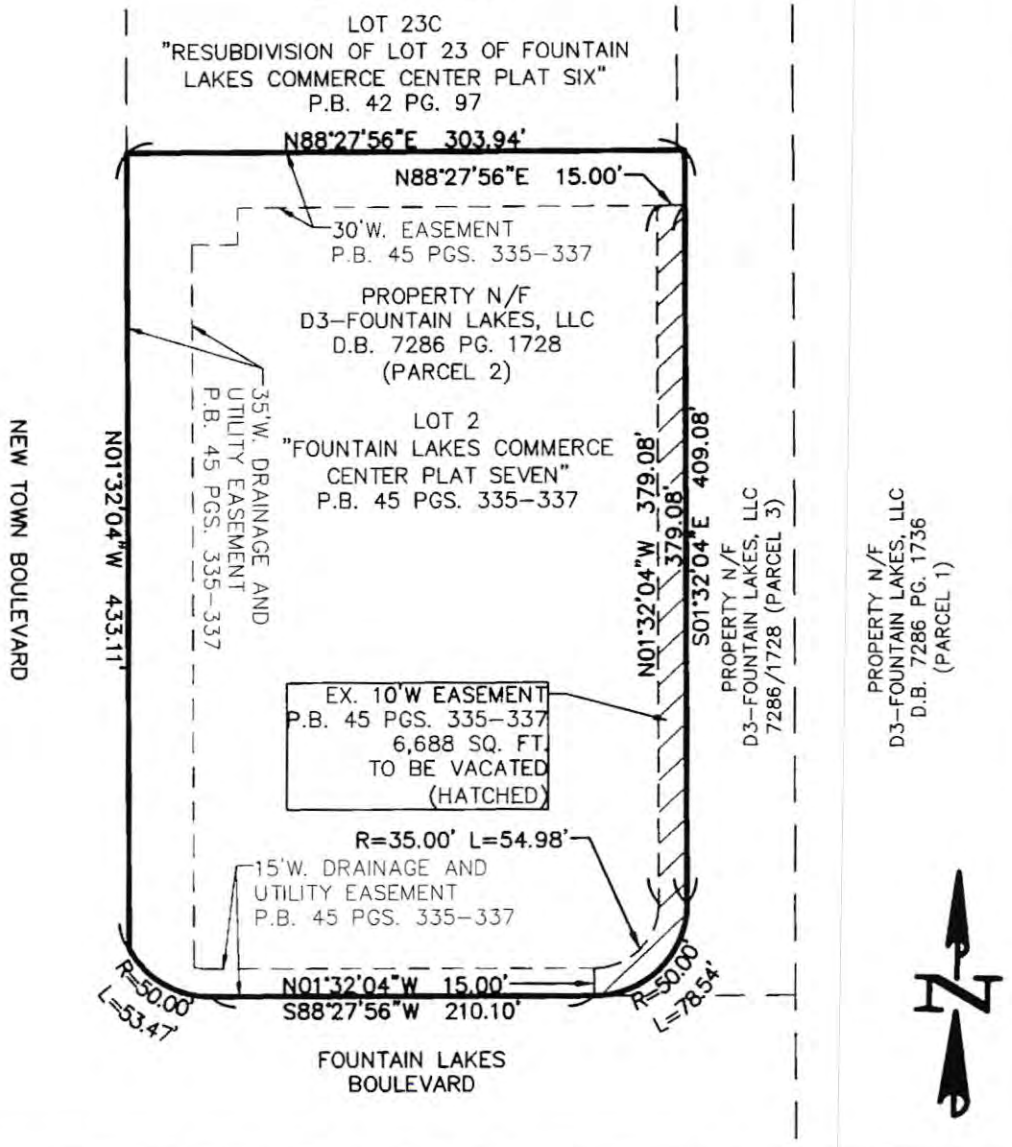
EASEMENT VACATE

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STATE OF MISSOURI
ANDY D. BECK
NUMBER PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=100'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC5
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

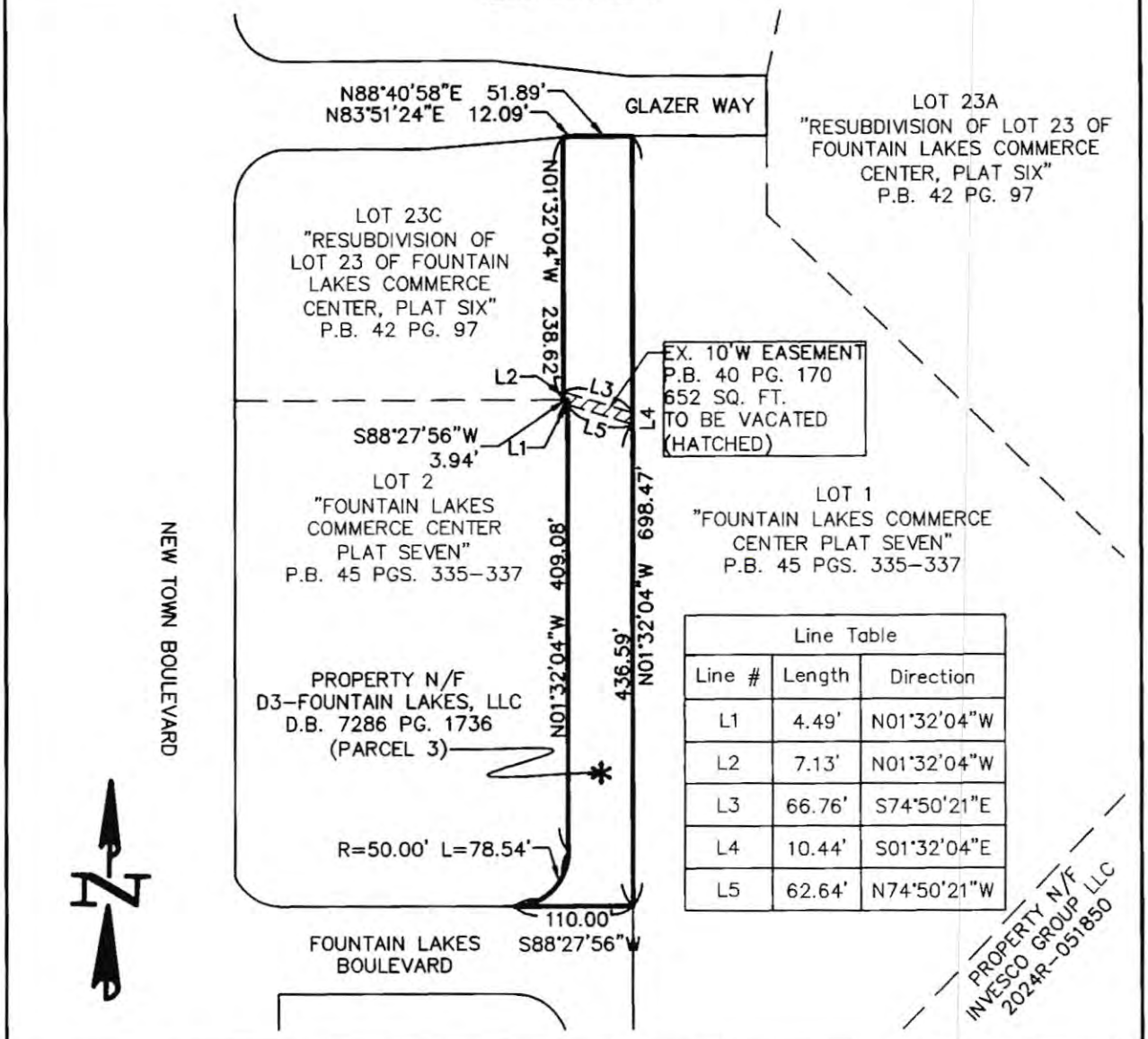
EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 2 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45, PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



Line Table		
Line #	Length	Direction
L1	4.49'	N01°32'04"W
L2	7.13'	N01°32'04"W
L3	66.76'	S74°50'21"E
L4	10.44'	S01°32'04"E
L5	62.64'	N74°50'21"W

BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

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2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	01/30/25
DRAWN:	JLH
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC6
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

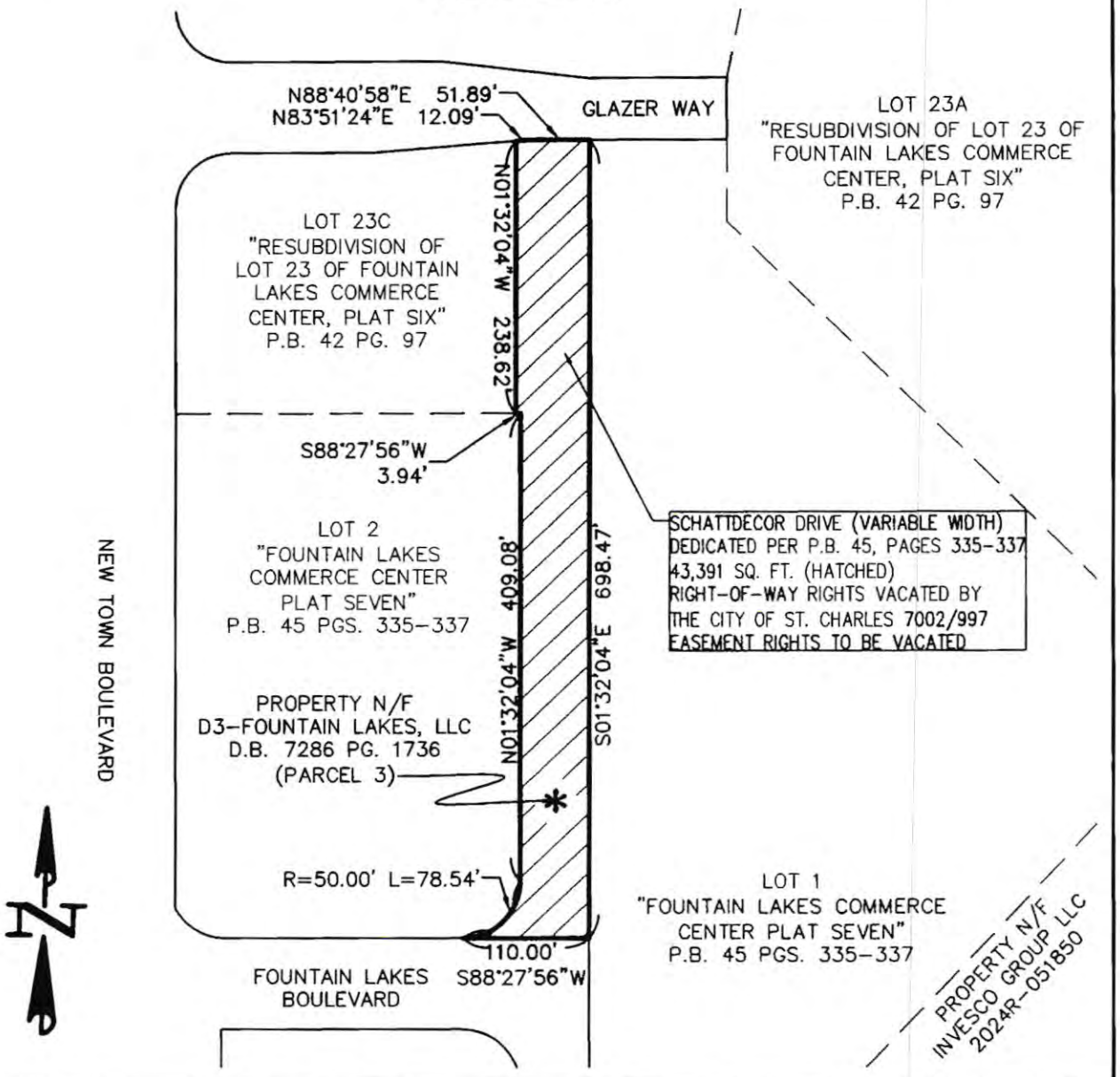
EASEMENT VACATE

A TRACT OF LAND BEING PART OF VACATED SCHATTDECOR DRIVE, VARIABLE WIDTH OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45 PAGES 335-337, WITHIN FRACTIONAL SECTION 13, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER PLS-2015017835
1-30-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

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DATE:	02/04/25
DRAWN:	JLH
SCALE:	1"=150'
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FILE:	9085ZTBEVAC10
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

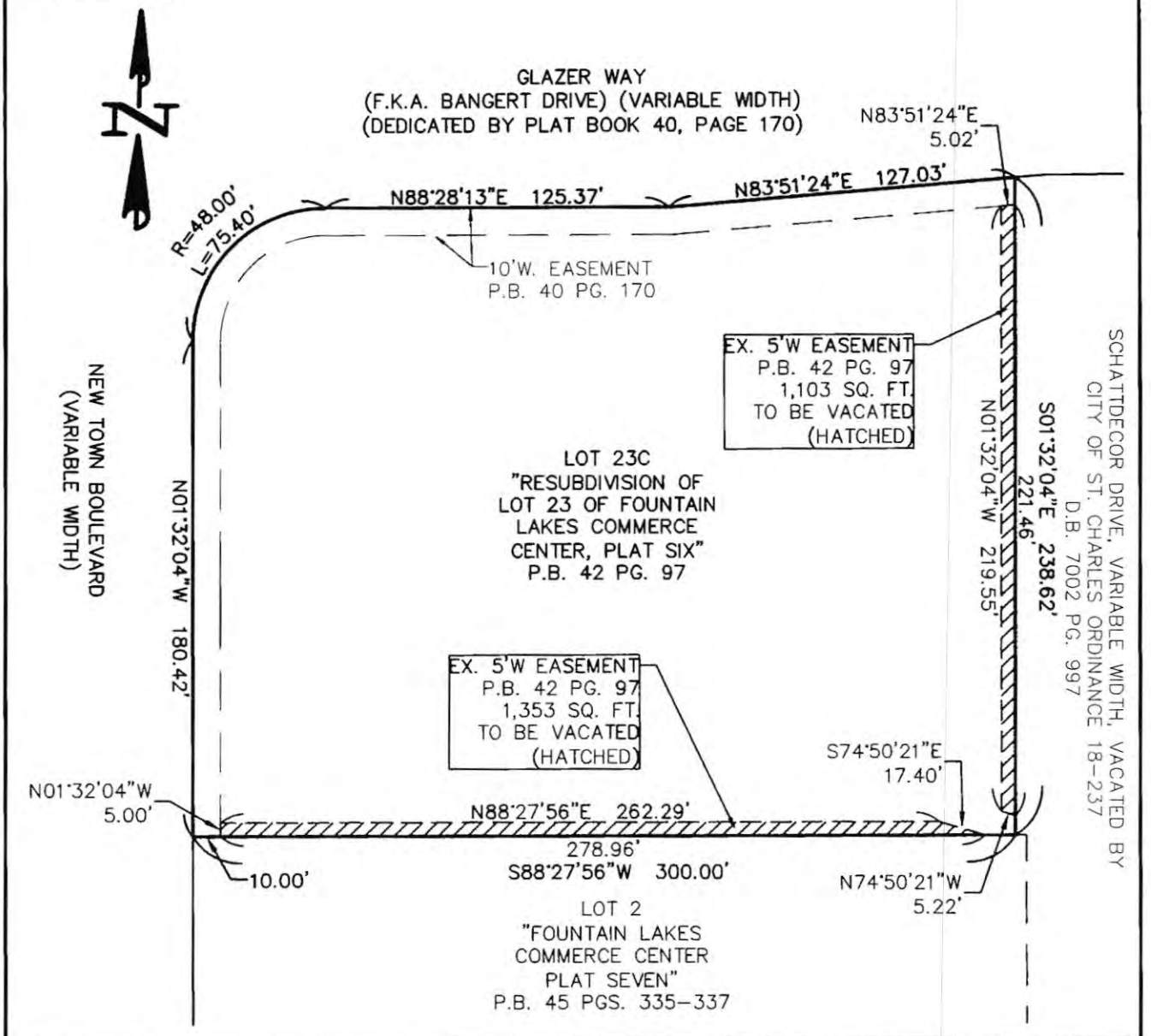
EASEMENT VACATE

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STATE OF MISSOURI
ANDY D BECK
NUMBER PLS-2015017835
2-4-25
PROFESSIONAL LAND SURVEYOR

ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

EXHIBIT A



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

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DATE:	02/26/25
DRAWN:	CEM
SCALE:	1"=60'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC11
SHEET:	1 OF 1

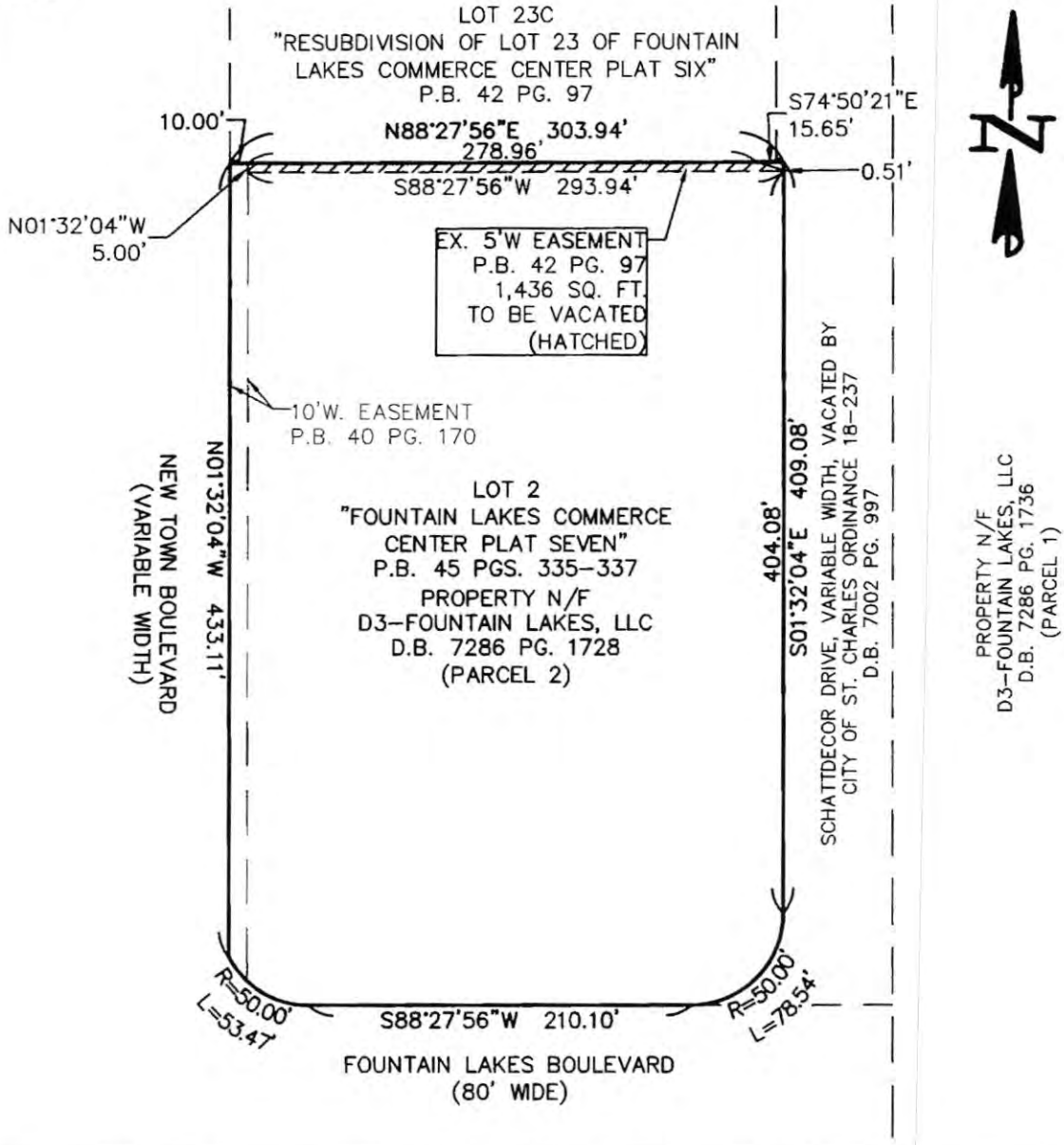
MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

EASEMENT VACATE

A TRACT OF LAND BEING
PART OF LOT 23C OF
"RESUBDIVISION OF LOT 23C OF
FOUNTAIN LAKES COMMERCE CENTER PLAT SIX"
PLAT BOOK 42, PAGE 97
TOWNSHIP 47 NORTH, RANGE 4 EAST
CITY OF ST. CHARLES,
ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDREW BECK
NUMBER
PLS-2015017835
2-27-25
PROFESSIONAL LAND SURVEYOR

EXHIBIT A



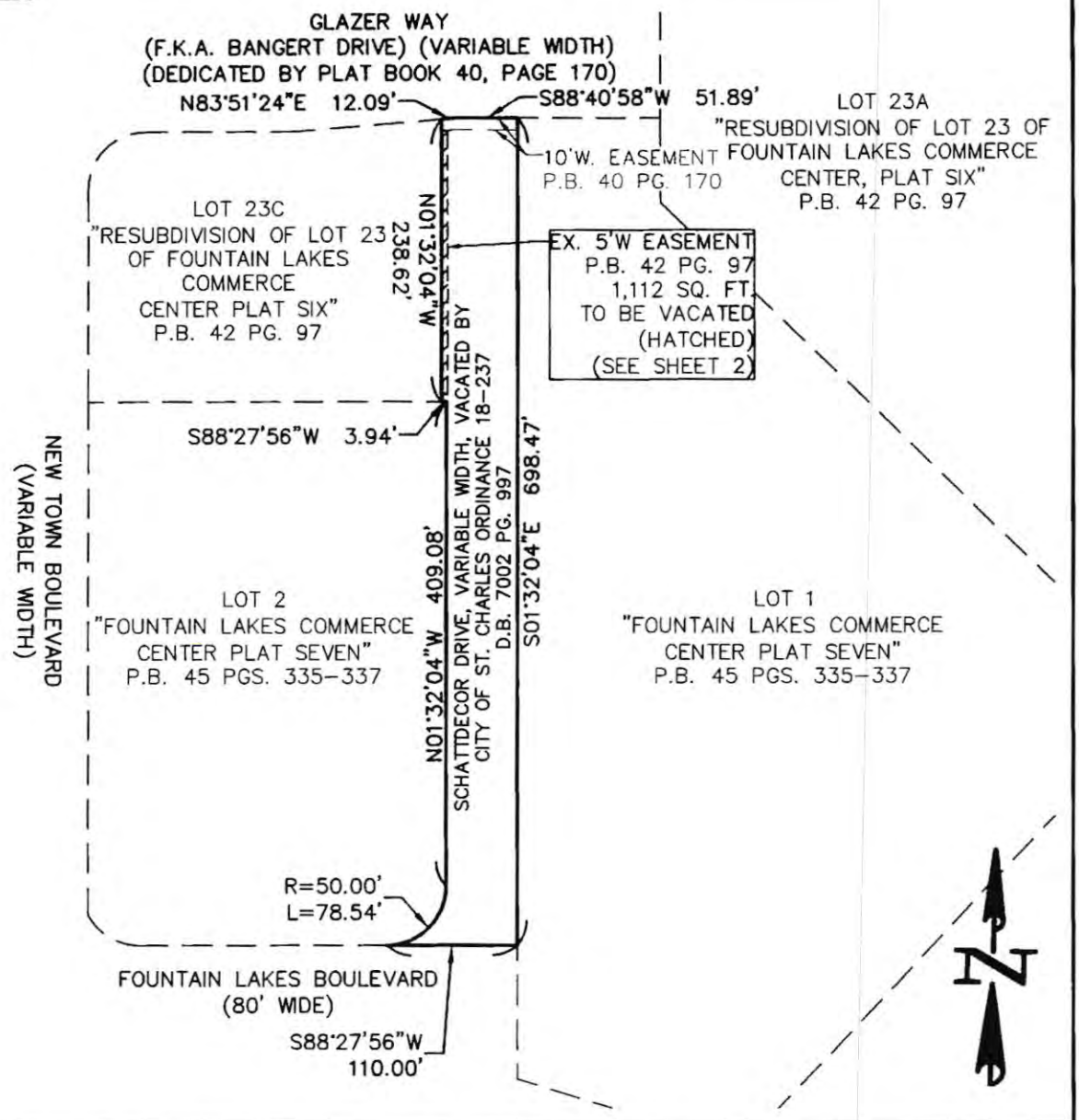
BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

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DATE: 02/26/25	
DRAWN: CEM	
SCALE: 1"=100'	
PROJECT: 9085ZTBE	
FILE:9085ZTBEVAC12	
SHEET: 1 OF 1	
MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144	EASEMENT VACATE A TRACT OF LAND BEING PART OF LOT 2 OF "FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN" PLAT BOOK 45, PAGES 335-337, TOWNSHIP 47 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
2-27-25
PROFESSIONAL LAND SURVEYOR

EXHIBIT A



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

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DATE:	02/26/25
DRAWN:	CEM
SCALE:	1"=150'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC13
SHEET:	1 OF 2

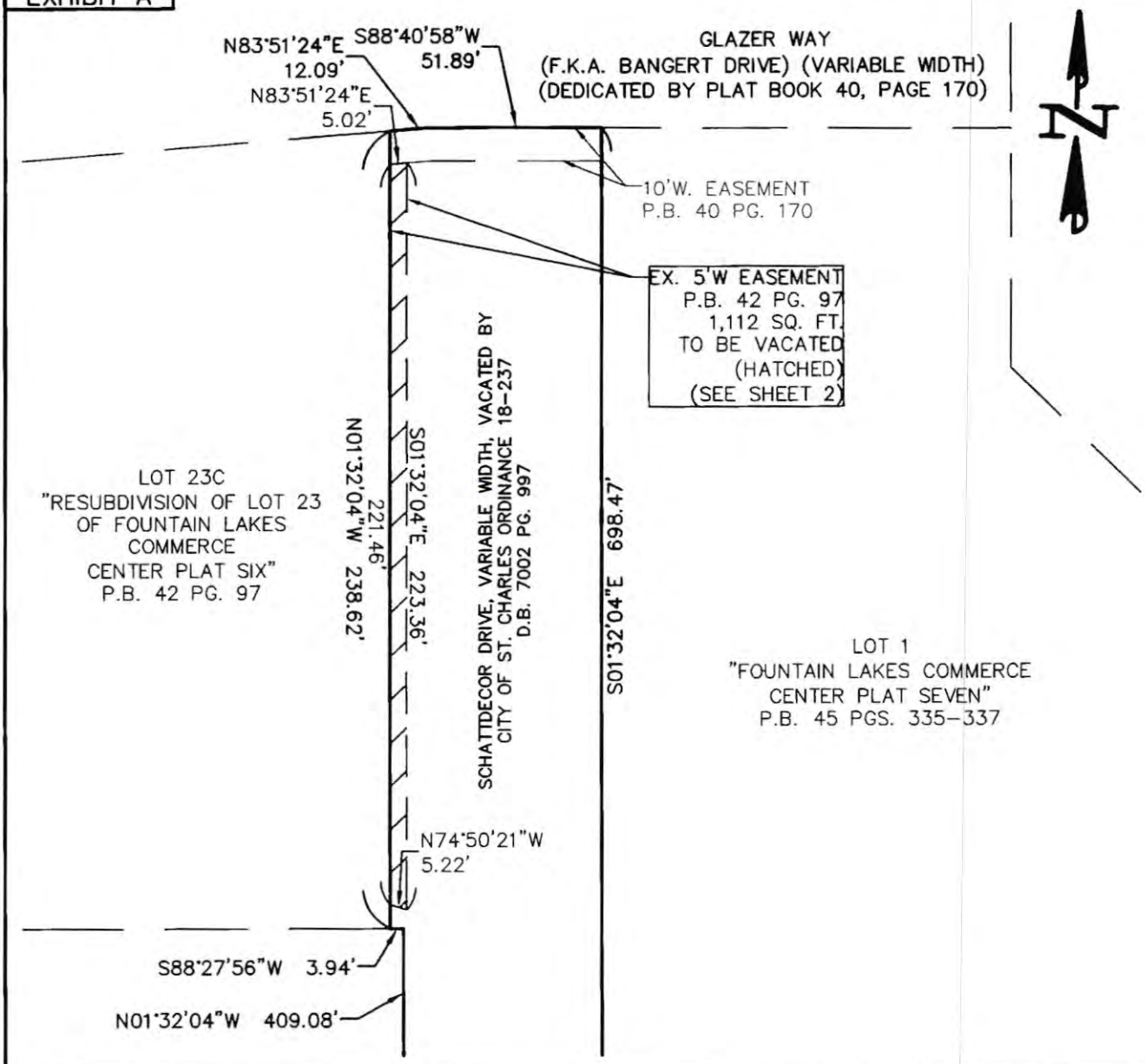
MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

EASEMENT VACATE

A TRACT OF LAND BEING
PART OF VACATED SCHATTDECOR DRIVE,
VARIABLE WIDTH OF
"FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN"
PLAT BOOK 45 PAGES 335-337,
TOWNSHIP 47 NORTH, RANGE 4 EAST
CITY OF ST. CHARLES,
ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BECK
NUMBER
PLS-2015017835
2-27-25
PROFESSIONAL LAND SURVEYOR

EXHIBIT A



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221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

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DATE: 02/26/25	
DRAWN: CEM	
SCALE: 1"=50'	
PROJECT: 9085ZTBE	
FILE:9085ZTBEVAC13	
SHEET: 2 OF 2	
MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144	

EASEMENT VACATE

A TRACT OF LAND BEING
PART OF VACATED SCHATTDECOR DRIVE,
VARIABLE WIDTH OF
"FOUNTAIN LAKES COMMERCE CENTER PLAT SEVEN"
PLAT BOOK 45 PAGES 335-337,
TOWNSHIP 47 NORTH, RANGE 4 EAST
CITY OF ST. CHARLES,
ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
ANDY D. BEDI
NUMBER
PLS-2015017835
2-27-25
PROFESSIONAL LAND SURVEYOR

2026R-011236
03/11/2026 10:44:17 AM
$ 30.00
PAGES: 4
CERTIFIED-FILED FOR RECORD
MARY E. DEMPSEY
RECORDER OF DEEDS
ST. CHARLES COUNTY, MISSOURI
BY: CGRAF
ELECTRONICALLY RECORDED

REMS INFORMATION
Agreement ID: UEC-202503-57217
Project ID: 75185

PARTIAL RELEASE OF PLATTED EASEMENT RIGHTS

First National Bank of St. Louis
Fountain Lakes Commerce Center Lot 23C
Gateway Division-St Charles District

KNOW ALL MEN THESE PRESENTS, this 10 day of March, 2026 that **UNION ELECTRIC COMPANY d/b/a AMEREN MISSOURI**, a Missouri corporation (hereinafter "Ameren") is a holder of certain easement rights for utility purposes (hereinafter collectively referred to as "Easement") that were dedicated by THE MILLSTONE COMPANY pursuant to the plat recorded in Plat Book 42, Page 97, in the Office of the Recorder of Deeds, for the County of St. Charles, State of Missouri.

WHEREAS Ameren, as a holder of said Easement, intends to release a PART of the Easement.

NOW THEREFORE, for and in consideration of Ten and No/100th Dollars ($10.00), the receipt of which is hereby acknowledged, Ameren hereby releases only that PART of the Easement that is illustrated in Exhibit "A" attached hereto and made a part hereof and described below:

> The areas of the platted easement identified for release that appear on Exhibit A depicts tracts of land being part of Lot 23C of "Resubdivision of Lot 23 of Fountain Lakes Commerce Center Plat Six" in Plat Book 42, Page 97, Township 47 North, Range 4 East, City of St. Charles, St. Charles County, Missouri.

It is expressly understood and agreed that the interests of other parties, if any, mentioned in the aforesaid Easement are hereby reserved and remain in full force and effect.

This Partial Release of Platted Easement Rights is not intended to and shall not in any way affect other easements which Ameren owns or has a right to use in said Subdivision.

IN WITNESS WHEREOF, Ameren has hereunto caused this Partial Release of Platted Easement Rights to be executed on the date hereinabove written.

UNION ELECTRIC COMPANY d/b/a AMEREN MISSOURI

By: Janice Wenzel

Name: Janice Wenzel

Title: Director, Real Estate

ALL PURPOSE NOTARY ACKNOWLEDGMENT

STATE OF **MISSOURI**
COUNTY OF
OR CITY OF **St. Louis** } SS

On this 10 day of March, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared (print or type names of signatories):

Janice Wenzel

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Capacity Claimed By Signator(s)

- ☐ Individual(s)
- ☐ Trustee(s)
- ☐ Executor(s)
- ☐ Administrator(s)
- ☐ Attorney-In-Fact
- ☐ Conservator(s)
- ☐ Guardian(s)

☐ Corporate
Title(s) of Officer(s): Director, Real Estate

☐ Limited Liability Company
Member(s)/Manager(s):

☐ Partner(s)
- ☐ Limited Partnership
- ☐ General Partnership

☐ Other (Specify Below):

April 20, 2027
My Commission Expires

Notary Public

Affix Notary Stamp Below

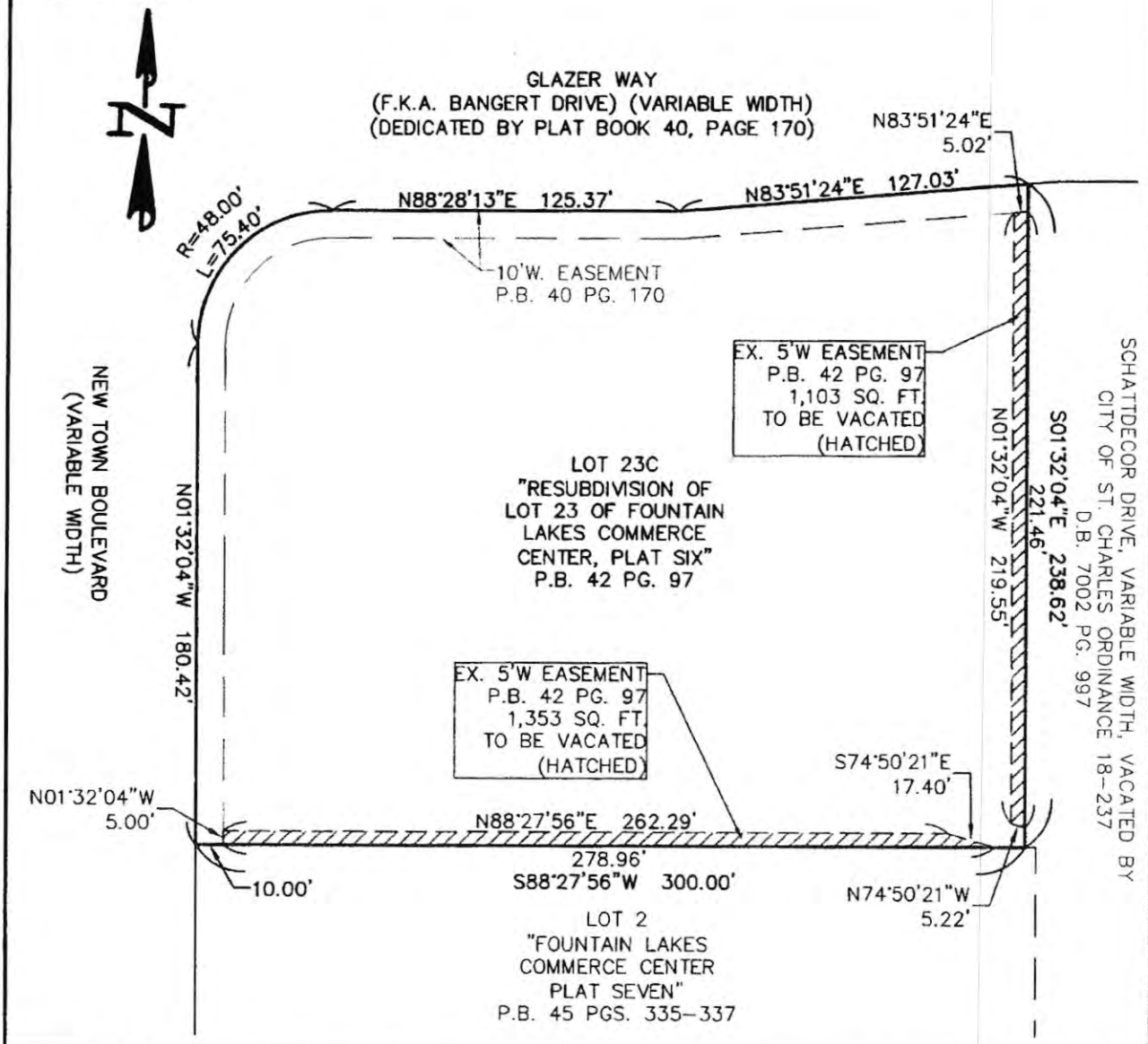
KATIE KRUEGER
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis City
My Commission Expires: Apr. 20, 2027
Commission # 23660628

Prepared By: K. McWhorter

Return To: K. McWhorter

KNM
3/4/26

EXHIBIT A



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	02/26/25
DRAWN:	CEM
SCALE:	1"=60'
PROJECT:	9085ZTBE
FILE:	9085ZTBEVAC11
SHEET:	1 OF 1

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

EASEMENT VACATE

A TRACT OF LAND BEING
PART OF LOT 23C OF
"RESUBDIVISION OF LOT 23C OF
FOUNTAIN LAKES COMMERCE CENTER PLAT SIX"
PLAT BOOK 42, PAGE 97
TOWNSHIP 47 NORTH, RANGE 4 EAST
CITY OF ST. CHARLES,
ST. CHARLES COUNTY, MISSOURI

