***REVISED**

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, May 5, 2026
7:00 p.m.

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

1. ROLL CALL

2. INVOCATION AND PLEDGE OF ALLEGIANCE

3. PRESENTATIONS/AWARDS/PROCLAMATIONS

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

5. REPORT OF THE MAYOR
   A. Appointments to Boards, Commissions, Committees

6. ANNOUNCEMENTS FROM COUNCILMEMBERS/MISCELLANEOUS

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

   A. Case No. TA-2026-01 (City of St. Charles) An application to amend Chapter 400 of the Code of Ordinances specifically concerning Data Centers
   (Council Bill 14085)

   B. Case No. CU-2025-30 (Lynette Agnew – 15 Brunch Bar) An application for a Conditional Use Permit per §400.230(C)(1)(a) for Liquor Sales associated with a Restaurant use within the "C-3" General Business District, located at 1456 Bass Pro Drive. The subject property is located in Ward 2 ***(RCA Attached)***

C. Case No. LL-2026-9 Approval of a Liquor License Application for Lynette Agnew d/b/a 15 Brunch Bar, LLC located at 1456 Bass Pro Dr. Unit 30 (Ward 2) ***(RCA Attached)***

D. Case No. CU-2026-06 (L & Y LLC) An application for a Conditional Use Permit per §400.220(C)(1)(a) for Liquor Sales associated with a Restaurant use within the "C-2" General Business District, located at 1610 Country Club Plaza. The subject property is located in Ward 4 ***(RCA Attached)***

E. Case No. LL-2026-11 Approval of a Liquor License Application for Han Yan d/b/a Yummy House, located at 1610 Country Club Plaza Dr. (Ward 4) ***(RCA Attached)***

F. Case No. CU-2026-07 (Michael L. Warspir – OASIS Executive Direction) An application to amend a previously approved Conditional Use Permit per §400.230(C)(1)(a) for the expansion of a Community Service Establishment (free food distribution), for the installation of an additional outdoor refrigeration unit. The subject property is located at 1814 Boones Lick Road, within the "C-3" Highway Business District, and located in Ward 2 ***(RCA Attached)***

G. Case No. CU-2026-08 (Jane Munyambo – Capitol Bar and Grill, LLC) An application for a Conditional Use Permit per §400.230(C)(1)(a) for Liquor Sales associated with a Restaurant use within the "C-3" Highway Business District, located at 2198 1st Capitol Drive. The subject property is located in Ward 2 ***(RCA Attached)***

H. Case No. LL-2026-10 Approval of a Liquor License Application for Jane Munyambo d/b/a Capital Bar and Grill, LLC located at 2198 1st Capitol Dr. (Ward 2) ***(RCA Attached)***

I. Case No. CU-2026-09 (Travis Miller – Brazen Auto LLC) An application for a Conditional Use Permit per § 400.220(C)(1)(c) for Motor Vehicle Sales within the "C-2" General Business District, located at 2600 S Old Highway 94. The subject property is located in Ward 5 ***(RCA Attached)***

J. Case No. Z-2026-07 (Common Pathway Holding LLC – Paul Dinkins) An application to rezone an approximately 33,155 square feet tract of land located at 3516 Shire Lane within The New Town at St. Charles development from "CS/PD-MU" Civic Space within the Planned Development Mixed - Use District to "T-2/PD-MU" Transect Zone 2 within the Planned Development Mixed-Use District for a proposed Inn. The subject property is located in Ward 8 ***(Council Bill 10484)***

K. Case No. Z-2026-08 (Mike Burkhart – VE Design Management) An application to rezone an 11.72-acre (more or less) tract of land located on the north and south side of Lynnbrook Drive at the intersection of S. Old Highway 94, from "C-2" General Business District to "R-3A" Multiple-Family Residential District for a proposed apartment complex. The subject property is located in Ward 4 ***This Application was WITHDRAWN by the Applicant. No Council Action is Required.***

8. CONSENT AGENDA

A. Approval of Council Minutes and Reports
   1. Regular Council Meeting of April 7, 2026
   2. Public Hearing of April 7, 2026
   3. Closed Work Session Meeting of February 24, 2026
   4. Closed Session Regular Meeting of February 24, 2026

B. Receipt of Reports from Boards, Commissions and Committees
   1. Saint Charles Parks & Recreation Board Meeting of February 18, 2026
   2. Saint Charles Parks & Recreation Board Meeting of March 4, 2026
   3. Saint Charles Parks & Recreation Board Meeting of April 1, 2026

C. Receipt of Director of Administration Reports
   1. Notice of Emergency Purchase

D. Approval of Contracts and Easements
   1. Contract with Don Brown Chevrolet for the Purchase of Three (3) New 2026 Chevrolet Tahoe 4WD Police Pursuit Vehicles in the Amount of $167,469.00
   2. Supplemental Agreement No. 9 with 212 Environmental Consulting, LLC for Additional Professional Services for the Potable Water Supply Wellfield Project in the Amount of $629,216.00 for a Total Contract Amount not to Exceed $3,015,781.00
   3. Contract with Calgon Carbon Corporation to Provide and Deliver Granular Activated Carbon (GAC) to the City's Water Treatment Plant in the Amount of $910,880.00
   4. Contract with ICS Construction Services, Ltd for the City of St. Charles Rec and Senior Center in the Amount of $15,997,000.00

E. Preliminary Plats
   1. Case No. SUB-2026-01 (Deerfield Village Titleholder, LLC)

F. Miscellaneous
   1. Receipt of the Annual Report for FY 2025 as Submitted by the Board of Directors of the West Clay Extension Community Improvement District
   2. 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)*

9. ITEMS REMOVED FROM THE CONSENT AGENDA

10. RESOLUTIONS

A. A RESOLUTION EXPRESSING THE CITY COUNCIL'S SUPPORT FOR THE NOMINATION OF SAINT CHARLES BORROMEO CEMETERY TO THE NATIONAL REGISTER OF HISTORIC PLACES AND SUPPORTING THE EFFORTS OF THE ST. CHARLES CHAPTER OF THE DAUGHTERS OF THE AMERICAN REVOLUTION *(SPONSORS: MICHAEL GALBA, VINCE RATCHFORD, DENISE MITCHELL, STEVE HOLLANDER, BART HABERSTROH AND MARK HOLLANDER)*

11. BILLS FOR FINAL PASSAGE

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)*

Council Bill 14076 was TABLED at the April 21, 2026 Regular City Council Meeting to the May 5, 2026 Regular City Council Meeting.

BILL 14079

AN ORDINANCE APPROVING AN AMENDMENT TO THE NEW TOWN MERZ PRELIMINARY DEVELOPMENT PLAN OF THE NEW TOWN AT ST. CHARLES DEVELOPMENT AND, SPECIFICALLY, TO REVISE THE TRANSPORTATION PATTERN AND THE LAND USE DESIGNATIONS FOR THE PROPERTY LOCATED AT THE SOUTHWEST TERMINUS OF ARPENT ALLEY AND SOUTH CIVIC GREEN WAY, ALSO KNOWN AS THE MERZ TRACT PHASES 3 AND 4 OF THE NEW TOWN AT ST. CHARLES DEVELOPMENT, WHICH IS ZONED PD-MU PLANNED DEVELOPMENT - MIXED USE *(SPONSOR: MICHAEL GALBA)*

BILL 14080

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 #4) *(SPONSOR: BART HABERSTROH)*

BILL 14081

AN ORDINANCE AMENDING SECTIONS 675.100 AND 675.210 OF THE CODE OF ORDINANCES EXPANDING PERMITTED HOURS OF OPERATION AND ELIMINATING THE RESTRICTION OF DRIVE-THRUS AT MARIJUANA DISPENSARIES *(SPONSOR: MARK HOLLANDER)*

12. BILLS FOR INTRODUCTION

BILL 14082

AN ORDINANCE AUTHORIZING A MUTUAL AID AGREEMENT BETWEEN THE CITY OF ST. CHARLES, MISSOURI, ON BEHALF OF THE POLICE DEPARTMENT, AND THE KANSAS CITY, MISSOURI, BOARD OF POLICE COMMISSIONERS TO MEET THE ADDITIONAL PUBLIC SAFETY NEEDS CAUSED BY THE UPCOMING 2026 FEDERATION INTERNATIONALE DE FOOTBALL ASSOCIATION WORLD CUP MATCHES *(SPONSORS: CHRIS KYLE, MARK HOLLANDER, VINCE RATCHFORD, SCOTT SHIPMAN, DENISE MITCHELL, JUSTIN FOUST, BRIAN GOULD, MICHAEL GALBA, BART HABERSTROH AND STEVE HOLLANDER)*

BILL 14083

AN ORDINANCE AMENDING CHAPTER 120 OF THE CODE OF ORDINANCES BY REORGANIZING THE SPECIAL EVENTS AND COMMUNICATIONS DEPARTMENT INTO TWO DEPARTMENTS AND ENACTING A NEW ARTICLE XV AND SECTION 120.300 *(SPONSOR: MICHAEL GALBA)*

BILL 14084
AN ORDINANCE APPROVING AN AMENDMENT TO THE NEW TOWN AT ST. CHARLES REGULATING PLAN AND, SPECIFICALLY, TO AMEND THE PLAN AS IT PERTAINS TO AN APPROXIMATELY 33,155 SQUARE FOOT TRACT OF LAND LOCATED AT 3516 SHIRE LANE AND REZONE SUCH LAND TO "T-2/PD-MU" TRANSECT ZONE 2 WITHIN THE PLANNED DEVELOPMENT MIXED-USE DISTRICT FROM "CS/PD-MU" CIVIC SPACE WITHIN THE PLANNED DEVELOPMENT MIXED-USE DISTRICT FOR A PROPOSED INN *(SPONSOR: MICHAEL GALBA)*

***BILL 14085**
AN ORDINANCE AMENDING SECTION 400.050 OF THE CODE OF ORDINANCES ADDING A DEFINITION OF DATA CENTER AND AMENDING THE DEFINITION OF WAREHOUSE **(SPONSORS: MARK HOLLANDER, VINCE RATCHFORD, DENISE MITCHELL, JUSTIN FOUST, MICHAEL GALBA, BART HABERSTROH, *SCOTT SHIPMAN AND *CHRIS KYLE)*

BILL 14086
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 #5) *(SPONSOR: BART HABERSTROH)*

BILL 14087
AN ORDINANCE APPROVING COSTS OF CERTAIN IMPROVEMENTS; AND AUTHORIZING PAYMENTS FROM THE PROJECT FUND IN CONNECTION WITH NEW TOWN MERZ DEVELOPMENT PHASES 1, 2 AND 3 IMPROVEMENTS OF THE NEW TOWN MERZ NEIGHBORHOOD IMPROVEMENT DISTRICT (REIMBURSEMENT NUMBER 2) *(SPONSOR: MICHAEL GALBA)*

13. EMERGENCY ORDINANCES

14. TABLED BILLS

15. ITEMS FOR COUNCIL ACTION
    A. Election of President and Vice President of the City Council ***(RCA Attached)***

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, May 4, 2026 - 11:00 a.m.

TO: City Council
FROM: Office of the Mayor
DATE: April 21, 2025
SUBJECT: Appointment Memorandum for the May 5, 2026 City Council Meeting

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

Board of Appeals

- The appointment of ***Brent Rood***, a licensed Civil Engineer to fill a vacant position formerly held by ***Ron Powell***, for a term expiring ***February 2029.***

Housing Authority

- The reappointment of ***Melanie McIlroy*** whose term had expired in ***December 2025,*** for a term expiring ***December 2028.***

West Clay Extension Community Improvement District

- The appointment of ***Michael Anthon*** to the board of directors of the West Clay Extension CID for a term expiring ***December 31, 2027.***
- The appointment of ***Chris Bertel*** to the board of directors of the West Clay Extension CID for a term expiring ***December 31, 2027.***
- The appointment of ***Franklin Sears*** to the board of directors of the West Clay Extension CID for a term expiring ***December 31, 2026.***
- The appointment of ***Mark Schoene*** to the board of directors of the West Clay Extension CID for a term expiring ***December 31, 2026.***
- The appointment of ***Kristen Ray*** to the board of directors of the West Clay Extension CID for a term expiring ***December 31, 2026.***

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

Sincerely,

Daniel J. Borgmeyer

Mayor

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 5/5/2026
Regular ☒ Special ☐ Work Session ☐
ATTACHMENT: YES ☒ NO ☐
Report ☒ Resolution ☐ Ordinance ☒

Bill # 14085

Request for Council Action

Ward(s): All **Sponsor(s):** M. Hollander, Ratchford, Mitchell, Foust, Galba Haberstroh,

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

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

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

Summary:
Attached is a Text Amendment at the direction of City Council which would regulate Data Centers. Per the amendment, a new definition for "Data Center" is being proposed as well as an amended definition of "Warehouse" (clearly drawing a distinction between the two uses). Currently in the Zoning Code, Data Center is not defined and was previously interpreted to fall under the existing definition for Warehouse. While Data Center is now being defined in this proposal, this new land use is NOT being identified as a permitted or conditional land use within any Zoning District for the City. Per the Zoning Ordinance, Data Centers would therefore be prohibited as proposed. The Planning & Zoning Commission heard this item originally at its Feb. 9, 2026 meeting, where City Staff introduced the item and a total of 15 people spoke on this item (a majority of the speakers where against the proposal). The Commission closed the public hearing and voted to table this item until its April 13, 2026 meeting (6 in favor, 2 opposed). At its April 13, 2026 meeting, the Planning & Zoning Commission voted in favor (7 in favor, 3 against) for a recommendation to forward the text amendment to the City Council as submitted. Additional written comment is provided for the Council's consideration submitted after the Planning & Commission Public Hearing was closed on Feb, 9, 2026 (majority of the correspondence is supportive of the Text Amendment).

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

RCA prepared by: JTB Dept. Dir. JTB Finance Dir. JAO Dir. of Admin. C

AGENDA ITEM: #4

Community Development

Memorandum

To: **Planning and Zoning Commission**

From: **John Boyer, Director of Community Development**

Date: **April 13, 2026**

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

On February 9, 2026, staff brought forward the above-referenced Text Amendment to the Planning and Zoning Commission at the direction of City Council. At that meeting, the Commission **closed** the Public Hearing and, after discussion, **tabled** (6 in favor, 2 opposed) a vote on recommendation of the text amendment to the April 13, 2026 Planning and Zoning Commission meeting.

At its March 17, 2026 meeting, the City Council passed Resolution #R26-007, which "requests that the members of the City of St. Charles Planning and Zoning Commission commit to voting on Case No. TA-2026-01 at their April 2026 meeting, thus allowing the amendment to advance to the City Council for its decision, in accordance with Section 400.1010 of the Code of Ordinances of the City of St. Charles." Resolution #R26-007 is included for the Commission's review and consideration.

Staff provides the text amendment as previously submitted and as requested by the City Council for the Planning and Zoning Commission's consideration. As this is an update to Chapter 400 of the Code of Ordinances for the City of St. Charles, the Commission must provide a recommendation (whether positive or negative) to the proposed text amendment. **Upon the Commission's recommendation, the item will move forward for public hearing before the City Council on May 5, 2026 at 7pm, when additional input may be provided by any and all interested parties.**

Staff acknowledges additional written comments (26 letters) has been received by staff on this matter; however, since the public hearing was closed by the Planning and Zoning Commission at their February 9, 2026 meeting, per the Planning and Zoning Commission adopted rules and procedures, those comments cannot be included for this April 13, 2026 meeting. **These comments will be provided to City Council for their review/consideration when they hold their public hearing and review the recommendation of the Planning and Zoning Commission on this matter.**

If the Commission recommends denial of the text amendment, the Commission is required to state the reasons for the negative recommendation to the City Council to be included in the record. Included is the draft ordinance which provides underlined text for the new language.

Recommended Motion

Motion to forward a recommendation of approval to City Council for application TA-2026-01 as submitted.

RESOLUTION No. R26-007

SPONSORS: Bill Otto, Mark Hollander, Vince Ratchford, Mary West, Denise Mitchell, Justin Foust, Michael Galba, Bart Haberstroh

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.

WHEREAS, the City Council of the City of St. Charles is supportive of the development and deployment of new technologies, and seeks to promote a development-friendly and business-friendly environment within the City; and

WHEREAS, the City Council adamantly supports new business and economic development when such makes sense for the benefit of the City's residents and growth goals; and

WHEREAS, the City Council is further in support of Union members who live and work in our city; and

WHEREAS, it is acknowledged that there is considerable interest and concern on the part of residents of the City of St. Charles related to the possible development of data centers within the City; and

WHEREAS, on August 22, 2025, the City Council and the Mayor approved Resolution R25-014, imposing a one-year moratorium on the acceptance of applications relating to the establishment or expansion of data centers; and

WHEREAS, the City Council wishes to be able to consider and act on proposed amendments to the City's land use regulations related to data centers well in advance of the end of the one-year moratorium in order to provide certainty to the City's residents and businesses; and

WHEREAS, upon the passage of Resolution R25-014, City staff researched the effects of data centers and the feasibility of such use within the City limits; and

WHEREAS, City staff found that current zoning and development standards do not adequately address the unique characteristics, demands, and potential cumulative effects of data centers, which are a rapidly growing and evolving land use across the United States; and

WHEREAS, defining "Data Center" and implementing the regulation of data centers as a principal use is a reasonable land use policy choice intended to prevent incompatible siting and to avoid disproportionate infrastructure and service impacts, while preserving the City's ability to accommodate customary accessory

data processing and similar incidental facilities that are subordinate to and customarily associated with otherwise permitted primary uses; and

WHEREAS, while data centers as a principal or primary use is regulated in the proposed amendment, a data center as an accessory use is specifically excluded from such definition and is not prohibited thereby; and

WHEREAS, due to the significant acreage and resources that modern data centers demand and require, City staff does not currently believe there are suitable locations for large-scale data centers within the City; and

WHEREAS, for these reasons, on January 23, 2026, the City Council directed Administration to initiate an amendment to the City's land use regulations, which is currently before the Planning and Zoning Commission, Case No. TA-2026-01; and

WHEREAS, the proposed amendment was presented before the Planning and Zoning Commission at its February 9, 2026 meeting, and the Commission voted to table the matter until the April 2026 Commission meeting; and

WHEREAS, it is the City Council's intent to consider revisions to the Zoning Code designed to protect the health, safety, and general welfare of the community.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI, AS FOLLOWS:

Section 1: The City Council hereby requests that the members of the City of St. Charles Planning and Zoning Commission commit to voting on Case No. TA-2026-01 at their April 2026 meeting, thus allowing the amendment to advance to the City Council for its decision, in accordance with Section 400.1010 of the Code of Ordinances of the City of St. Charles.

March 17, 2026
Date Passed

Michael Galba, Presiding Officer

3-19-26
Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Holly Magdziarz 3/13/2026
Holly Magdziarz, City Attorney Date

Attest:

Kimberly Hudson, City Clerk

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

Bill # N/A

Request for Council Action

Ward(s): N/A **Sponsor(s):** D Ho, M. Hollander, Ratchford, West, Mitchell, Foust, Gaba & Haberstroh

Description:

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.

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

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

Summary:

On January 23, 2026, the City Council requested Administration to initiate an amendment to the City's land use regulations, which is currently before the Planning and Zoning Commission, Case No. TA-2026-01. At its public hearing on February 9, 2026, the Commission voted to table any action on the proposed amendment to their April 2026 meeting. This resolution provides background for Council's direction and requests that Planning & Zoning vote on the matter at their April meeting so that the proposed amendments can proceed to Council for consideration.

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

Fiscal Impact: $ 0.00 **N/A** ☑

Account #:

Project #:

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

AGENDA ITEM: #12

Community Development

Memorandum

To: **Planning and Zoning Commission**

From: **John Boyer, Assistant Director of Community Development/Planning Manager**

Date: **February 9, 2026**

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

In 2025, applications were received by the City of St. Charles proposing a new Data Center off Elm Point Road and Hwy 370. After review by the City and after considerable public input/debate, that project was withdrawn by the applicant and ultimately did not move forward.

On August 22, 2025, following the review of the above proposal, the City Council passed City Resolution #25-014 which imposed a one (1) year moratorium "on the acceptance of applications relating to the establishment or expansion of Data Centers" (see attached for reference). As stated in the Resolution, the intent of this moratorium was to "allow City staff the necessary time to study the issue and make recommendations to the City Council regarding revisions to the Zoning Code and other standards related to data centers".

Since this moratorium, City Staff and City Officials have reviewed Data Centers' effects nationwide as well as potential effects of these new uses, including but not limited to water consumption, power consumption, and noise impacts, upon City infrastructure, land uses, neighborhoods, etc. **After careful review, and as directed by the Mayor and City Council, City staff has prepared the attached text amendment to ban Data Centers as a primary use within the City of St. Charles.**

In the attached proposal (drafted by Planning Staff and City Legal Counsel), a definition of Data Center is being proposed as well as an amended definition of Warehouse. Currently in the Zoning Ordinance, Data Center is not defined and was previously interpreted to fall under the existing definition for Warehouse. In addition to defining Data Centers and amending the definition of Warehouses, Data Centers effectively become its own/specific new land use defined by the city.

While now defined in this proposal, this new land use is NOT being identified as a permitted or conditional land use within any Zoning District for the City. Per Section 400.130 of the Zoning Ordinance, Data Center would therefore be prohibited as proposed, due to the way the City's zoning code is structured:

> "**Section 400.130 Uses Not Permitted by Provisions.**
> For the purposes of this Chapter, permitted uses are listed for the various districts. Unless

the contrary is clear from the context of the lists or other regulations of this Chapter, uses not specifically listed are prohibited." (*emphasis added by staff*)

To restate it: by defining Data Center, amending Warehouse to specifically exclude Data Center, and then not listing Data Center as a permitted or conditional land use, this ordinance would have the effect of prohibiting data centers within the City.

While enacting a ban on any Data Centers as a primary use, this ordinance proposal does NOT ban any secondary/accessory functions of existing permitted land uses. The intent is not to prohibit normal or customary data processing, storage, and similar incidental facilities that are accessory and subordinate to otherwise permitted land uses (e.g., server rooms, etc.).

As required by the Zoning Ordinance, the Commission shall conduct a public hearing on the proposed text amendment, deliberate the proposed changes to the zoning code, and vote to provide a recommendation to the City Council. The City Council will conduct a public hearing on March 3, 2026, on the proposed text amendment, receive the Commission's recommendation, and vote to introduce a bill to amend the zoning code to adopt the text amendment.

If the Commission recommends denial of the text amendment, the Commission is required to state the reasons for the negative recommendation to the City Council to be included in the record. Included is the draft ordinance which provides underlined text for the new language.

Recommended Motion

Motion to forward a recommendation of approval to City Council for application TA-2026-01 as submitted.

Bill No. _____ Ordinance No. _____

Sponsors:

AN ORDINANCE AMENDING SECTION 400.050 OF THE CODE OF ORDINANCES ADDING A DEFINITION OF DATA CENTER AND AMENDING THE DEFINITION OF WAREHOUSE.

WHEREAS, as provided by Section 400.020 of the Zoning Code, for the purposes of "promoting health, safety, morals and general welfare of the community" the City Council "places regulations and restrictions upon the height, number of stories and size of buildings and other structures, the percentage of lot that may be occupied, the size of yards, courts and other open spaces, the density of population, the preservation of features of historical significance and the location and use of buildings, structures and land for trade, industry, residence or other purposes"; and

WHEREAS, it is acknowledged that there is considerable interest and concern on the part of residents of the City of St. Charles related to the possible development of data centers within the City; and

WHEREAS, current zoning and development standards do not adequately address the unique characteristics, demands, and potential cumulative effects of data centers, which are a rapidly growing and evolving land use across the United States; and

WHEREAS, because of possible effects of data centers on the community, including but not limited to water consumption, power consumption, and noise impacts, the City Council has expressed its intent to consider revisions to the Zoning Code designed to protect the health, safety, and general welfare of the community; and

WHEREAS, the City's comprehensive planning policies and zoning framework are designed to encourage compatible land uses, orderly growth, and efficient provision of public facilities and services, while protecting neighborhoods and the community from uses that impose disproportionate burdens on public infrastructure; and

WHEREAS, prohibiting data centers as a principal use is a reasonable land use policy choice intended to prevent incompatible siting and to avoid disproportionate infrastructure and service impacts, while preserving the City's ability to accommodate customary accessory data processing and similar incidental facilities that are subordinate to and customarily associated with otherwise permitted primary uses; and

WHEREAS, Section 400.130 of the City's Zoning Code provides that "For the purposes of this Chapter, permitted uses are listed for the various districts. Unless the contrary is clear from the context of the lists or other regulations of this Chapter, uses not specifically listed are prohibited."; and

WHEREAS, by defining "Data Center" under the City's Zoning Code (Chapter 400) without specifically listing it in any district the City's Zoning Code, data centers are therefore effectively prohibited as a use in any district; and

WHEREAS, the City Council finds that the public interest is served and the health, safety, morals, and general welfare of the community are preserved by amending the City's zoning regulations to prohibit data centers as a use within the City, while maintaining the integrity of the City's comprehensive plan, protecting neighborhoods and business districts, and managing infrastructure and public safety risks in a prudent and fiscally responsible manner; and

WHEREAS, as required by Section 400.1010 of the Ordinances of the City of St. Charles, Missouri, a public hearing before the Planning and Zoning Commission occurred on _____, and the Commission forwarded a recommendation for _____ to the City Council.

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

SECTION 1. Section 400.050 of the Code of Ordinances of the City of St. Charles, Missouri is hereby amended as to the following definitions (to be inserted in alphabetical order) to read as follows:

Section 400.050. Definitions.

For the purpose of this Chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

DATA CENTER

A building, group of buildings, or facility whose primary use is data processing or data storage, and is used to house computer systems, servers, and associated components, such as but not limited to central processing units, graphical processing units, neural networks, quantum bits, quantum processors, memory, data routing, data storage, data warehouse, server farm, bitcoin mining, crypto processing, virtual private networks, virtual servers, artificial intelligence training or processing, image processing, cloud computing, email servicing, a telecom hotel, telehouse co-location, or any other term applicable to facilities that are used for such purposes.

WAREHOUSE

A place, other than a Data Center, for the storage of merchandise or commodities.

SECTION 2. It is the intention of the City Council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the

City of St. Charles, Missouri, and the sections of this ordinance may be renumbered to accomplish such intention.

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

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

Resolution No. R25-014

Sponsors: Bill Otto, Mark Hollander, Vince Ratchford, Mary West, Denise Mitchell, Justin Foust, Brian Gould, Michael Galba, Bart Haberstroh, Steve Hollander

A RESOLUTION IMPOSING A ONE-YEAR MORATORIUM ON THE ACCEPTANCE OF APPLICATIONS RELATING TO THE ESTABLISHMENT OR EXPANSION OF DATA CENTERS.

Whereas, the City Council of the City of St. Charles from time to time reviews its ordinances to ensure that laws, development regulations, and processes preserve the quality of life for residents; and

Whereas, Under Section 400.020 of the Zoning Code, for the purposes of "promoting safety, morals and general welfare of the community" the City Council "places regulations and restrictions upon the height, number of stories and size of buildings and other structures, the percentage of lot that may be occupied, the size of yards, courts and other open spaces, the density of population, the preservation of features of historical significance and the location and use of buildings, structures and land for trade, industry, residence or other purposes"; and

Whereas, data centers are currently considered a warehouse use under the City's Zoning Code (Chapter 400); and

Whereas, it is acknowledged that there is considerable interest and concern on the part of residents of the City of St. Charles related to the possible development of data centers within the City; and

Whereas, because of possible effects of data centers on the community, the City Council intends to consider revisions to the Zoning Code and other standards designed to protect the health, safety, and general welfare of the community; and

Whereas, current zoning and development standards may not adequately address the unique characteristics, demands, and potential cumulative effects of data centers, which are a rapidly growing and evolving land use across the United States; and

Whereas, the City Council believes it is necessary for a one-year moratorium on the acceptance or processing of applications or permits pertaining or related to the establishment or expansion of any data center uses, including, but not limited to, applications for building permits, site plan & architectural reviews, variances, flood plain development permits, conditional use permits, grading permits, and occupancy permits; and

Whereas, a moratorium will allow City staff the necessary time to study the issue and make recommendations to the City Council regarding revisions to the Zoning Code and other standards related to data centers, and ensure consistency and fairness by preventing nonconforming uses that could undermine a comprehensive zoning plan; and

Whereas, the City Council supports a one-year moratorium on the City's acceptance and processing of all applications or permits pertaining or related to the establishment or expansion of any data center uses, with said moratorium to be effective from the passage of this resolution by the City Council, for a period of one year.

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

SECTION 1. The City of St. Charles, Missouri, hereby supports and authorizes a moratorium on the acceptance or processing of any applications or permits of applications pertaining to the establishment or expansion of any data center uses, including, but not limited to, applications for building permits, site plan & architectural reviews, variances, flood plain development permits, conditional use permits, grading permits, and occupancy permits, with said moratorium to run from the date of passage for a period of one year.

SECTION 2. For the purposes of this Resolution, "data center" shall mean a building, group of buildings or facility whose primary use is data processing or data storage, and is used to house computer systems, servers, and associated components, such as but not limited to central processing units, graphical processing units, neural networks, quantum bits, quantum processors, memory, data routing, data storage, data warehouse, server farm, bitcoin mining, crypto processing, virtual private networks, virtual servers, artificial intelligence training or processing, image processing, cloud computing, email servicing, a telecom hotel, telehouse co-location, or any other term applicable to facilities which are used for such purposes.

SECTION 3. This Resolution shall be in full force and effect from and after its passage by the City Council.

August 22, 2025
Date Passed

Michael Galba, Presiding Officer

8-22-25
Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Holly Magdziarz 8/21/2025
Holly Magdziarz, City Attorney Date

Attest:

Kimberly Hudson, City Clerk

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 8/22/2025
Regular ☐ Special ☑ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☑ Ordinance ☐

Bill # N/A

Request for Council Action

Ward(s): All **Sponsor(s):** All Members of City Council

Description:
Consideration of a resolution imposing a one-year moratorium on the acceptance of applications relating to the establishment or expansion of data centers.

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

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

Summary:
The recent data center proposal has generated significant interest and concern by the community. Due to the concerns raised about data centers, staff has prepared a resolution that would impose a one-year moratorium on the acceptance by the City of any applications or permits relating to the establishment or expansion of data centers in the City of St. Charles.

This moratorium would give the City time to evaluate the potential effects of data centers, research best practices, and consider changes to the Zoning Code and other standards designed to protect the health, safety, and general welfare of the community, as well as to ensure consistency and fairness by preventing nonconforming uses. The moratorium would go into effect immediately on August 22, 2025 if passed at the August 22 meeting.

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

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

John Boyer

From: Allan and Jamie Newsham [redacted]
Sent: Monday, February 9, 2026 10:47 AM
To: John Boyer
Subject: P&Z Meeting 2-9-26 - Data Centers

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

Good morning, Mr. Boyer. My name is Jamie Newsham, I've lived in St Charles since my family moved here in 1961. I am unable to attend tonight's P&Z meeting but would like to voice my support for having City Council, with P&Z's approval, rewrite the city ordinance regarding construction and use of warehouses to clearly state that a large data center would not be considered acceptable for a traditional warehouse. I appreciate you proposing this ban which would prevent large scale data centers, like the CRG center proposed last summer, from being built within the city limits and also certainly not near our water wellfields. Please encourage everyone on the P&Z Board to back this proposal.

You may add my comments to tonight's hearing if you like. Our city needs strong watchdogs to preserve the integrity and beauty of our city now and long into the future.

Thank you.

Jamie Newsham
2545 W Randolph
St Charles MO 63301
[redacted]

John Boyer

From: Tom Hesterman [redacted]
Sent: Wednesday, February 11, 2026 4:12 PM
To: St Charles Planning and Zoning Commission
Subject: Against data centers

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

Please prevent any data centers from locating within the city of St Charles. Our city is not the appropriate type of environment for data centers and we don't want them on our power grid or using our already constrained water supply. The short term benefit of construction jobs is not worth the long term negative impact to our city. This is becoming obvious across the country as more citizens are becoming aware of data centers and their harm is becoming widely recognized.

Tom Hesterman
3521 Tarn Street
[redacted]

John Boyer

From: Pam Cummings <[redacted]>
Sent: Wednesday, February 11, 2026 7:37 AM
To: St Charles Planning and Zoning Commission
Subject: Banning Data Centers

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

This email is sent to urge you to vote for a ban on data centers in St. Charles. Even though there may be short term economical benefits, the long term effect will be a great detriment to St. Charles. Every day more and more factual evidence is produced showing the long range harmful effects for areas that have allowed data centers to be developed.

I'm an old lady, but for the future of my children, grandchildren and great grandchild I request you ban data centers for St. Charles.

Thank you.

Pam Cummings

John Boyer

From: Karen Maresca [redacted]
Sent: Tuesday, February 10, 2026 3:09 PM
To: St Charles Planning and Zoning Commission
Subject: Data Center Ban

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

I am writing to voice my concern about the prospect of a data center being built in St. Charles. PLEASE vote to support the ban. Besides the potential of contaminating our already stressed water supply, there is noise pollution and Ameren bills will sky rocket. Property values will go down.
I have recently heard that all ready existing data centers are failing because the upkeep is so very expensive.
The short term financial benefit is far overshadowed by the disastrous ecological impact it will most certainly cause

Thank You
Karen Maresca
2975 Zumbehl Rd.

John Boyer

From: Pat & Janice Millfelt [redacted]
Sent: Tuesday, February 10, 2026 2:51 PM
To: St Charles Planning and Zoning Commission
Subject: Data center

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

To whom it may concern.
My husband and I are against having a data center in St. Charles, our water is already polluted with no guarantee of clean water for the future. And a data center will not help that. It may erase the cost of our electricity and will be bad for the environment. Do not accept a data center in St. Charles. Put it to a vote and ask the public what we want.
Thank you, Janice Millfelt and Patrick Millfelt
20 Summit Pointe Court St. Charles, Missouri 63301

Yahoo Mail: Search, Organize, Conquer

John Boyer

From: d j [redacted]
Sent: Tuesday, February 10, 2026 2:11 PM
To: St Charles Planning and Zoning Commission
Subject: Parks and Data Center

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

Please listen to your voters. The opposition to these initiatives is loud and clear. The damage done in other communities by massive data centers is well documented. Our taxpayer supported parks are much more valuable than electronic promotional signage. Please, be better representatives of St Charles citizens.

Yahoo Mail: Search, Organize, Conquer

John Boyer

From: Pam Arthur [redacted]
Sent: Tuesday, February 10, 2026 1:58 PM
To: St Charles Planning and Zoning Commission
Subject: Data Center Ban

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

Please put a permanent ban on data centers in St. Charles! A data center would only create pollution and higher utility bills. Thank you for all of the work you do!

John Boyer

From: Elizabeth Wollenberg [redacted]
Sent: Tuesday, February 10, 2026 1:42 PM
To: St Charles Planning and Zoning Commission
Subject: For April P&Z meeting

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

Hello P&Z committee,

I'm writing now in case I can't attend the meeting in April. Please take into consideration the thousands of signatures that have been collected since July 2025 in regards to not wanting a data center. This shows you the amount of residents in St. Charles that oppose any consideration of a data center.

I am asking for your support to put a ban on data centers in the city of St. Charles. I've called St. Charles my home since 2017, when I relocated here from Raleigh, NC. I'm a Cleveland, Ohio native and I have seen the devastating effects that data centers are causing all over the country. Let's not add to the environmental crisis we are experiencing and do something right that will have a lasting impact for generations to come.

With respect,
Elizabeth Wollenberg
241 E Governor Pl in Ward 10

Sent from my iPhone

John Boyer

From: Eric Ringhofer [redacted]
Sent: Tuesday, February 10, 2026 1:10 PM
To: St Charles Planning and Zoning Commission
Subject: Data center ban

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

To whom it may concern,

I am asking for your support of a ban of data centers for St. Charles City. We are currently embroiled in a serious water quality issue, which is not coming to resolution any time soon, and adding a data center will exacerbate this issue further. The ban on data centers is beneficial to the community now , and in the future. There are better ways to stimulate job growth and tax base. Please work for us, not against us.

Thank you
Eric Ringhofer
St. Charles City Resident.

Eric Ringhofer
LANDSCAPE ARCHITECT
[redacted]
GREENGUYS
DISCUSS.DESIGN.DELIVER.

John Boyer

From: Karen O'Hearn [redacted]
Sent: Tuesday, February 17, 2026 8:22 AM
To: St Charles Planning and Zoning Commission
Subject: Data Centers

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

Good morning!
I support a permanent ban on data centers in the City of St. Charles. Great article on the "mysteries" surrounding data centers:
https://www.ksdk.com/mobile/article/news/local/whos-behind-the-big-promises-anonymous-ad-fuels-missouri-data-center-debate/63-54377a0e-ca74-4230-a462-a223ec47eaf7
The last P & Z meeting was stacked with data center supporters (probably with personal financial interests). The man who represented the data center at the convention center fiasco was a lawyer who specializes in getting tax breaks for big companies. These people, like Axiom, will take of advantage of our city in every way possible. Only a select few people might profit from a data centers, but not our city.
We need a permanent ban on data centers,
Karen O'Hearn

John Boyer

From: Rick Arthur [redacted]
Sent: Sunday, February 15, 2026 2:17 PM
To: St Charles Planning and Zoning Commission
Subject: Data Centers in St Charles

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

Please don't let any organization build a data center in St. Charles. I support a permanent ban on Data Centers within St. Charles.

Data Centers bring a few jobs in briefly while being built, but their long-term benefit is practically zero, as no new jobs are created. Instead we are left with an eye sore and larger electricity bills. Data centers are BAD for St Charles.

Thank you,
Rick Arthur
3206 S Canal Way, St Charles, MO 63301

John Boyer

From: Jean Oliver [redacted]
Sent: Sunday, February 15, 2026 1:48 PM
To: St Charles Planning and Zoning Commission
Cc: Jean Oliver
Subject: No on Data Center

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

The citizens of St. Charles city do NOT want the Data Center. The economic benefit is only for construction. No permanent jobs will occur, they run by themself. Electric hum, and demand is jeopardizing our electric rates. Damage to our water supply is also at risk with recirculating water replacement.

Jean K Oliver

John Boyer

From: Emily Struckmann [redacted]
Sent: Saturday, February 14, 2026 10:32 PM
To: St Charles Planning and Zoning Commission
Subject: data center ban

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

I live in St. Charles and I support the data center ban. Please, no data centers in our city.

Sent from my iPhone

John Boyer

From: Kiera Sanders [redacted]
Sent: Friday, February 13, 2026 7:22 PM
To: St Charles Planning and Zoning Commission
Subject: Data Center

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

Hello,

I writing to let you know that I am in favor of the ban on data centers in St. Charles. The centers are harmful to the community and residents.

https://www.staxengineering.com/stax-hub/the-environmental-impact-of-data-centers/

https://www.lincolninst.edu/publications/land-lines-magazine/articles/land-water-impacts-data-centers/

https://stpp.fordschool.umich.edu/sites/stpp/files/2025-07/stpp-data-centers-2025.pdf

I could list many more resources, but you get my point. It is amazing that with as much knowledge as we have about data centers, that the city would even consider allowing one to be built here. That truly shows how little care those that are for the data center have for our community and the citizens.

Could you please tell me when the next meeting regarding this decision where the general public will be allowed will take place? I will be there.

Thank you for your time,
Kiera Sanders
City of Saint Charles Resident

John Boyer

From: Zachary Tusinger
Sent: Wednesday, February 18, 2026 8:06 AM
To: John Boyer
Subject: Fw: FW: Thank You for Your Consideration on Data Centers

Zach Tusinger, JD | AICP | CPM
Director of Community Development
200 North Second Street, Room 303
St. Charles, MO 63301
Office Phone 636.940.4605
zachary.tusinger@stcharlescitymo.gov

Community Development

From: Larry Dobrosky <Lawrence.Dobrosky@stcharlescitymo.gov>
Sent: Wednesday, February 18, 2026 7:41 AM
To: Zachary Tusinger <Zachary.Tusinger@stcharlescitymo.gov>
Subject: Fwd: FW: Thank You for Your Consideration on Data Centers

---------- Forwarded message ----------
From: Dan Borgmeyer <Dan.Borgmeyer@stcharlescitymo.gov>
Date: Feb 13, 2026 6:03 PM
Subject: FW: Thank You for Your Consideration on Data Centers
To: Mayor and City Council Members <CityCouncilMembers@stcharlescitymo.gov>
Cc: Larry Dobrosky <Lawrence.Dobrosky@stcharlescitymo.gov>

An email from the Chamber of Commerce.

MD

From: Scott Tate [redacted]
Sent: Tuesday, February 10, 2026 11:31 AM

To: Dan Borgmeyer <Dan.Borgmeyer@stcharlescitymo.gov>; Missy Palitzsch [redacted]
Subject: Thank You for Your Consideration on Data Centers

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

Mayor Borgmeyer and Missy,

The Chamber would like to share their appreciation to the St. Charles Planning & Zoning Commission for tabling the data center ban. I do not have the email addresses of the commission members. Can you please forward to the commission?

Thank you.

Dear Chairman Luesse, Mayor Borgmeyer and Members of the Planning and Zoning Commission,
On behalf of the St. Charles Regional Chamber, thank you for the thoughtful discussion and consideration during last night's meeting regarding data centers and their role in our community.
We appreciate the Commission's and the City's decision to table the issue of a data center ban. This approach reflects a balanced understanding of the need to carefully evaluate land use and infrastructure considerations while allowing additional time for discussion, analysis, and stakeholder input.
As demand for data, cloud services, and digital infrastructure continues to grow across the region, it is important for communities to take a measured and informed approach. By tabling the issue, the City of St. Charles is maintaining flexibility while ensuring decisions are grounded in long-term planning and economic competitiveness rather than haste. Your decision sends an important message that the City of St. Charles is committed to thoughtful planning without closing the door on future opportunity.
The Chamber values the City's willingness to engage with stakeholders, consider broader regional impacts, and approach complex issues with care. We look forward to continuing to work with City leadership, staff, and the Commission as conversations around growth, infrastructure, and economic development move forward.
Thank you again for your leadership and service to our community.

Sincerely,

Scott Tate | *President & CEO*
St. Charles Regional Chamber
[redacted]
O: 636.946.0633 x 101 | M: 314.541.2113
5988 Mid River Mall Drive | St. Charles, MO 63304
www.StCharlesRegionalChamber.com

stcharles
REGIONAL CHAMBER

John Boyer

From: Wendy Johnson [redacted]
Sent: Wednesday, February 18, 2026 9:36 AM
To: St Charles Planning and Zoning Commission
Subject: Strong Opposition to Proposed Data Center Development

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

Dear Council Members,

I am writing to express my strong opposition to the proposed data center project currently under consideration. While I understand the need to attract economic development, this particular project raises significant concerns for our community's long-term well-being.

Data centers offer minimal job creation relative to their scale, yet they place a substantial burden on local infrastructure. These facilities consume enormous amounts of electricity and water, generate continuous noise, and require industrial-level cooling systems — all of which are fundamentally at odds with the character and needs of our city. The potential strain on our utilities and the environmental impact alone warrant serious reconsideration.

Additionally, the proposed site location raises questions about compatibility with surrounding neighborhoods. Residents deserve development that enhances quality of life, not one that introduces industrial traffic, 24/7 mechanical noise, and increased utility demand without meaningful community benefit.

I respectfully urge the council to reject this proposal and pursue development opportunities that align with our city's values, support sustainable growth, and provide tangible benefits to residents.

Thank you for your time and for your continued service to our community.

Sincerely,
Wendy & Kevin Lowen

3246 Camp Street, St Charles, MO 63301

John Boyer

From: Sandra Choate [redacted]
Sent: Wednesday, February 18, 2026 7:21 AM
To: St Charles Planning and Zoning Commission
Subject: Data center

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

I am writing this to say I am very much against the data center, especially in the proposed location. I am very much for a permanent ban on data centers in our city. Please vote accordingly.

Sandra Choate

John Boyer

From: Cindy Jackson [redacted]
Sent: Thursday, February 19, 2026 12:42 PM
To: St Charles Planning and Zoning Commission
Subject: Data Center

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

To Whom it May Concern,

It has come to my attention that the decision to build the data center in St. Charles is still under consideration.

I am emailing to express my strong desire that the data center not be built in St. Charles. I reside in New Town and after researching this subject, have seen information confirming that it is not in the best interest of the residents, now and for future residents. The community has spoken loudly on this subject and I ask that the council and the mayor honor the decision of the residents who live here and call St. Charles home.

Sincerely,
Cindy Jackson

John Boyer

From: Jeanne Grimes [redacted]
Sent: Thursday, February 19, 2026 6:26 PM
To: St Charles Planning and Zoning Commission
Subject: Data Center in St Charles City/County

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

I would like to go on record stating that we do not want a data center built in our city or county

Sent from my iPhone

John Boyer

From: Alexis Simmons [redacted]
Sent: Wednesday, February 25, 2026 5:32 PM
To: St Charles Planning and Zoning Commission
Subject: Opposition and concerns to proposed data center development

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

Dear Planning & Zoning,

I am writing to express my concerns regarding the rapid development of data centers in our community and the significant impacts they may have on our environment, infrastructure, and overall quality of life.

While data centers are often promoted as drivers of technological growth and economic development, the reality is that they can place considerable strain on local resources. These facilities consume enormous amounts of electricity to power servers and maintain cooling systems. In many regions, this demand leads to increased reliance on fossil fuels, contributing to higher greenhouse gas emissions and undermining our community's sustainability goals.

Water usage is another pressing concern. Many data centers require substantial volumes of water for cooling purposes. In areas already facing water scarcity or drought conditions, this additional demand can put stress on local water supplies and raise costs for residents and small businesses.

Additionally, data centers can strain existing infrastructure. Increased energy demand may require costly upgrades to electrical grids and substations, expenses that are often indirectly borne by taxpayers. Construction and ongoing operations can also contribute to noise pollution from generators and cooling systems, heavy truck traffic, and disruption to nearby neighborhoods.

From an economic standpoint, although data centers occupy large tracts of land, they typically create relatively few long-term jobs compared to other types of development. This raises important questions about whether the trade-offs—environmental, financial, and social—truly benefit our community in the long run. Also data centers are unpleasant to look at and unappealing aesthetically.

I respectfully urge you to carefully evaluate the full impact of proposed data center projects, prioritize transparency, and ensure that any development includes strict environmental protections, community input, and meaningful local benefits. Our

community's well-being, sustainability, and future should remain the top priority in all development decisions.

Thank you for your time and consideration.

Sincerely,

Alexis Simmons, MA

Sociology Adjunct Professor

[redacted]

(636) 627 - 8173

John Boyer

From: Jordan [redacted]
Sent: Wednesday, February 25, 2026 2:58 PM
To: St Charles Planning and Zoning Commission
Subject: Homeowner in favor of Data Center BAN

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

To whom it may concern,

I am a homeowner and lifelong resident of the city of St. Charles. I am writing to express that I am in favor of a total ban on Data Centers within the City of St. Charles. This is a City, not an industrial zone.

I also STRONGLY urge you to re-zone the Elm Point wellfield area so that industrial businesses can not build or operate there. It is a hazardous risk to our drinking water and the health of our community.

Contaminating drinking water has and will continue to have a negative impact on both home values and tourism here, and I have heard that directly as a concern from potential buyers and visitors.

Thank you for reading,
Jordan Landolt

Jordan Landolt
Realtor® | [illegible] Broker LLC
636-627-8257 [redacted]
jordanlandolt.com

John Boyer

From: Michelle Hayden [redacted]
Sent: Tuesday, March 17, 2026 8:02 AM
To: St Charles Planning and Zoning Commission
Subject: Data Center Ban

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

Dear City of St. Charles,

I am writing to express my support for the ban on new data center developments in our area.

The long-term impacts on our community raise serious concerns. These facilities often consume vast amounts of electricity and water, placing strain on local resources and infrastructure. In addition, the environmental footprint (ranging from increased energy demand to noise pollution) can negatively affect the quality of life for nearby residents and the whole city.

Our community should prioritize sustainable development that aligns with the well-being of residents and the responsible use of natural resources. Allowing large-scale data centers to expand without careful limitations risks undermining those priorities. A ban would provide the opportunity to more thoroughly evaluate the long-term consequences and explore alternative solutions that better serve the public interest.

I respectfully urge you to support the ban on data centers in our community (City of St. Charles and the surrounding unincorporated area) and consider the lasting impact it will have on our community's future.

Thank you for your time and consideration.

Sincerely,
Michelle Hayden

John Boyer

From: Ann Yeoman [redacted]
Sent: Monday, March 16, 2026 6:06 PM
To: St Charles Planning and Zoning Commission
Subject: In strong opposition to Data Centers

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

I was relieved when the city council voted to put a year moratorium on new data center applications.

I'm especially concerned about exposing our already compromised water system to any additional possible jeopardy.

I regret missing the February P&Z meeting where it was decided to table your zoning amendment for a permanent ban. I thought it had been made clear how the city residents feel about this. To be sure, I'll be the April 13th meeting in hopes you can move this forward so the council members can finalize it with their vote.

Thank you,

Ann Yeoman
3563 Hempstead St, St Charles, MO 63301
314-283-6893
[redacted]

John Boyer

From: Allan and Jamie Newsham [redacted]
Sent: Sunday, March 15, 2026 9:38 AM
To: St Charles Planning and Zoning Commission
Subject: Data Center - St Charles

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

Since first learning about the city's involvement in building a data center within the city limits, I have been 100% opposed to it. I ask that the P&Z Commission support the Data Center Ban that the City Council has proposed. The negatives far outweigh any positives that certain city officials continue to claim.

I am a long time resident of St Charles, and have lived here since 1961. I have seen many changes to this city, some good, some bad. Our city is not keeping up with road maintenance; there are dozens of water main breaks every year; and we continue to have to purchase water from St Louis. Let's focus our energies and our funds not on corporate tax relief, but on making St Charles a wonderful place to live.

Thank you.

Jamie Newsham
2545 W Randolph
St Charles MO 63301

John Boyer

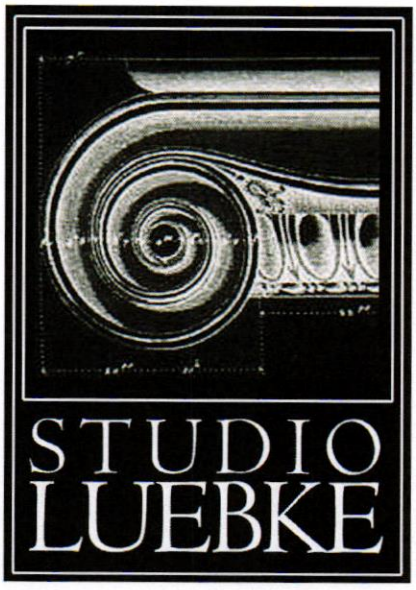
From: Charles Luebke [redacted]
Sent: Sunday, March 15, 2026 7:41 AM
To: St Charles Planning and Zoning Commission
Subject: Ban Data Centers in St. Charles
Attachments: Outlook-w5ggxq3x

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

Dear members of the St. Charles Planning and Zoning Commission,
I support the permanent ban on all data centers in our city. As an architect, I cannot support the negative impact they have had on other communities around the country and what they could have to our city. They are a drain on infrastructure and local resources. The citizens spoke when the last request for a data center was made. It is clear they are not wanted! Please pass a recommendation to the council for a total ban on data centers.
Respectfully,

Charles M. Luebke, AIA

Studio Luebke LLC
3445 Woolen Mill St.
St. Charles, MO 63301
314-630-3381 cell
[redacted]
www.facebook.com/studioluebkellc



John Boyer

From: Kimberly Hudson
Sent: Thursday, March 26, 2026 8:08 AM
To: John Boyer
Cc: Steve Hollander; Thomas"
Subject: Re: Data Centers — Transparency, Process, and Preserving Optionality

Hi John,

Please see email below.

Can you please forward this along to the P & Z Commission members as I do not have those email addresses?

Thank you,
Kim

From: Strunk, Thomas [redacted]
Sent: Wednesday, March 25, 2026 7:39 PM
To: Kimberly Hudson <Kimberly.Hudson@stcharlescitymo.gov>
Cc: Steve Hollander <Steve.Hollander@stcharlescitymo.gov>
Subject: FW: Data Centers — Transparency, Process, and Preserving Optionality

You don't often get email from tom.strunk@wwt.com. Learn why this is important

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

Kim,

Can you help me by forwarding this email to the Planning and Zoning Commission? The commission deserves more time (and the necessary resources) to properly study an issue as important as a permanent data center ban. Other jurisdictions are doing the hard work to preserve the potential for their communities and the council's approach to compress the timeline and avoid a thoughtful approach is just wrong. I urge the P&Z commission to reject this heavy-handed approach and put the issue back to the council by voting no on a permanent ban.

Thank you and my contact information is below if any commission members wanted to talk to me directly.

Thank you,
ts

GENERAL

From: Strunk, Thomas [redacted]
Date: Wednesday, March 25, 2026 at 7:21 PM
To: bill.otto@stcharlescitymo.gov <bill.otto@stcharlescitymo.gov>,

mark.hollander@stcharlescitymo.gov <mark.hollander@stcharlescitymo.gov>,
vince.ratchford@stcharlescitymo.gov <vince.ratchford@stcharlescitymo.gov>,
mary.west@stcharlescitymo.gov <mary.west@stcharlescitymo.gov>,
denise.mitchell@stcharlescitymo.gov <denise.mitchell@stcharlescitymo.gov>,
justin.foust@stcharlescitymo.gov <justin.foust@stcharlescitymo.gov>,
brian.gould@stcharlescitymo.gov <brian.gould@stcharlescitymo.gov>,
Michael.Galba@stcharlescitymo.gov <Michael.Galba@stcharlescitymo.gov>,
Bart.Haberstroh@stcharlescitymo.gov <Bart.Haberstroh@stcharlescitymo.gov>, Steve Hollander
<steve.hollander@stcharlescitymo.gov>, heymayordan@stcharlescitymo.gov
<heymayordan@stcharlescitymo.gov>
Subject: Re: Data Centers — Transparency, Process, and Preserving Optionality

Mayor and Councilmembers,

I am writing as a follow-up to my earlier email regarding the City's handling of data centers.

When the City adopted its moratorium last August, many residents understood and supported the stated purpose: pause, gather facts, study best practices, engage the public, and develop a thoughtful framework for how St. Charles should approach any future proposal. That was presented as a disciplined and forward-looking process. I appreciated that approach and believed it was the right one.

What is troubling now is that the process appears to be moving away from study and deliberation and toward a predetermined outcome — a permanent ban. In my view, that is not what residents were promised.

If the central lesson from Project Cumulus was that the public felt blindsided and that the process lacked transparency, then the answer should have been a better process, not a blanket prohibition. A permanent ban is not thoughtful planning. It is the avoidance of thoughtful planning.

Other nearby communities are showing there is a better path. Jefferson County has worked through proposed regulations. The City of St. Louis is advancing a zoning text amendment to define and regulate data centers. Festus is working through a development framework tied to public debate and negotiated protections. Warrenton moved through an ordinance and approval process rather than simply banning the use. These communities may ultimately make different policy choices, but they are doing the hard work of building standards and frameworks. St. Charles should do the same.

I encourage you to review the attached Jefferson County draft regulations and the related article below as an example of what a thoughtful public process can look like:

Jefferson County Planning and Zoning approves data center regulations

I am also concerned by the latest move to have the Planning and Zoning Commission reduce this issue to a yes-or-no recommendation on a permanent ban without giving them time to properly vet the issue. This is a complicated, long-term land use and economic policy issue. It deserves more than a binary exercise that risks being used as cover for a decision some appear to have already made. If the Council wants to permanently ban data centers, it should own that decision directly and explain the factual and policy basis for it.

If more time is needed, then extend the moratorium. Publish the research. Share the assumptions behind the City's concerns. Define measurable standards around water, power, noise, setbacks, siting, and emergency power. Provide a transparent framework for evaluating both the risks and the potential fiscal and economic benefits. Let residents see the facts, the tradeoffs, and the guardrails. Then debate the issue openly.

Full disclosure: I continue to believe that a properly structured data center, with strict and enforceable protections, could be a net positive for St. Charles. That is not the point of this email. The point is that St. Charles should not permanently close the door before it has done the serious work of understanding how such a use could be regulated responsibly.

A permanent ban continues to be a blunt instrument. It removes nuance, eliminates future flexibility, and substitutes frustration for disciplined policymaking. One flawed proposal should not dictate a permanent rule for every future possibility.

I respectfully urge the Council to reject a permanent ban and instead commit to the harder but more responsible work of creating a fact-based framework for the future.

Thank you for your time and consideration.

Tom Strunk
56 Barkley Place, St. Charles 63301
Ward 10 Resident
Tom Strunk
CFO
World Wide Technology
Cell: 314-503-3702
[redacted]

From: Strunk, Thomas [redacted]
Date: Thursday, February 12, 2026 at 9:22 PM
[redacted]
Subject: Data Centers — Transparency, Process, and Preserving Optionality

Mayor Borgmeyer and Members of the St. Charles City Council
City of St. Charles
Re: Data Centers — Transparency, Process, and Preserving Optionality
Mayor and Councilmembers,

As you know, on August 22, 2025, the City adopted a one-year moratorium on data center applications to study potential impacts and evaluate zoning standards. Given the confusion and lack of transparency surrounding Project Cumulus, that decision was understandable. During that meeting, several council members expressed pride in taking a thoughtful pause — emphasizing the importance of gathering input, studying best practices, and being forward-thinking in how the City approached this emerging industry. That commitment to a careful, informed process was reassuring and appreciated.

What concerns me now is the apparent movement from "pause and evaluate" toward potentially permanently banning data centers as a land use. If the core frustration last year was that residents felt blindsided and insufficiently informed, responding by eliminating the use altogether — without a full, transparent, data-driven public process — risks swinging too far in the opposite direction.

Full disclosure: I do believe that a properly structured data center, with enforceable protections on water, power, noise, and siting, could have a positive long-term impact on St. Charles. Significant recurring tax revenue, infrastructure investment, and economic diversification are not trivial considerations. Hopefully, there will be time to debate those merits in detail. My purpose in writing today is not to advocate for any specific project, but to urge

the City not to permanently close the door before that debate has occurred in a disciplined and transparent manner.

If more time is needed to develop standards, extend the moratorium. Publish the research and best-practice analysis you have committed to completing. Disclose the assumptions underlying the City's concerns. Define measurable guardrails around water usage, grid impact, noise levels, and setbacks. Share a clear economic impact framework — including potential effects on City revenues and school funding — so residents can evaluate both risks and benefits. Let the community see clearly what would be acceptable and what would not. That approach preserves leverage and flexibility while still protecting residents.

A permanent ban is a blunt instrument. It removes nuance, forecloses future optionality, and makes a long-term policy decision based on the missteps of one proposal rather than on a carefully structured framework for the future.

St. Charles can insist on transparency, accountability, and strict protections — without eliminating the possibility of future opportunity. I respectfully encourage you to keep the process open, fact-based, and aligned with the forward-thinking approach that was articulated last August.

Thank you for your consideration.

Tom Strunk
56 Barkley Place, St. Charles 63301
Ward 10 Resident
Tom Strunk
CFO
World Wide Technology
Cell: 314-503-3702
[redacted]

GRHA.ORG

April 9, 2026

Shawn Luesse
Planning & Zoning Commission, Chair

Julie Bartch
Planning & Zoning Commission, Vice-Chair

(via electronic mail)

RE: **GREAT RIVERS HABITAT ALLIANCE COMMENTS AND CONCERNS REGARDING DEVELOPMENT IN THE 100-FLOODPLAIN, DATA CENTERS AND PROJECT CUMULUS**

Dear Messrs. Luesse and Bartch,

Great Rivers Habitat Alliance (GRHA) was founded in 2000 to directly combat the growing consumption of the 100-year Confluence Flood Plain through commercial development. We represent a group of landowners and citizens concerned about the current floodplain development trends within the Confluence region and seek to preserve wetland habitat, promote the preservation and sensible use of flood plains in the Confluence region of the Mississippi, Missouri, and Illinois Rivers. We also are a St. Charles County landowner of four properties, including a 785-acre property just north of the proposed Cumulus project site. Our property, the Jay Henges Wetland Education and Conservation Center, contains sensitive and critical habitats for migratory birds and other wildlife. The purpose of the center and property is to maintain critical wetland and waterfowl habitat while supporting mentored education and hunting opportunities for new hunters, veterans, youth, and others.

This unique conservation and public use opportunity was made possible via immense financial investment by GRHA and many partners, including a $2 million commitment from the Missouri Department of Conservation Commission (MDC) and most recently a multi-million-dollar investment and partnership agreement with St. Charles County and the St. Charles County Parks Department.

We are writing to express strong opposition to any development such as the large-scale data processing center—known as "Project Cumulus"—within the 100-year floodplain of St. Charles County, within the well protection area and less than one mile from our property. Development like this poses significant and irreversible threats to our region's ecological integrity, water safety, and flood resilience.

As a conservation leader, representative of more than 1,600 supporters and advocate for responsible land stewardship, we urge you to say "YES" to stopping development and "YES" to some length of moratorium on data centers within the 100-year floodplain and city limits based on the following concerns:

Environmental and Public Health Risks

- The proposed site lies within the Elm Point groundwater well field, which already has contamination issues. Introducing a facility that will store and use hazardous substances—particularly large quantities—risks exacerbating pollution and compromising public water supplies.
- The development borders a protected wetland zone, and while the current applicant claims it will remain undisturbed, the cumulative impacts of construction, runoff, and infrastructure stress are likely to degrade this sensitive habitat. We also understand if the initial project is allowed there will be interest in expanding east and north into these sensitive lands.
- The US Army Corp of Engineers finalized an AJD for that location on 10 July 2025.
  Project Number is MVS-2025-036
  The approximately 100-acre parcels on the eastern side of the proposed Cumulus project are jurisdictional wetlands. The AJD is on their website, and can be located here: https://www.mvs.usace.army.mil/Missions/Regulatory/JD/

Floodplain Integrity and Stormwater Impact

- The site is located in the 100-year floodplain, a natural buffer critical for absorbing floodwaters and protecting downstream communities. Raising the land by 15 feet to accommodate flood risk will increase stormwater runoff, displace floodwaters, and heighten flood risk for neighboring properties.
- This project exemplifies the kind of short-sighted development GRHA was founded to oppose.

Infrastructure Strain and Secrecy

- Data centers currently require massive energy and water inputs, straining local infrastructure and potentially necessitating costly upgrades to the city's water system. No solutions to these have been conveyed to date and who will ultimately pay those costs.
- As we have seen time and time again, the citizen taxpayers end up paying for repair and emergency response clean up etc., when inevitable flooding occurs, long after the developers are gone. It is the neighbors and taxpayers who will bear the brunt of future damage that results.
- The lack of transparency surrounding the operator, emergency response plans, and chemical storage volumes is deeply troubling. Responsible development demands full disclosure and public accountability. This is not a "light development" as initially described.
- Approval of Data Center Development on the proposed site will only encourage future development, floodplain fill of additional 100-year floodplain acreage just north of Highway 370.

Mississippi River Dredge and Pipeline Fill Project

A further concern of this project and any that try to build within the 100-year floodplain, and that has not been publicly addressed, is where the 15ft of fill planned on the 220-acres, will come from. We understand that there is a pipeline and pumping station being proposed, similar to that used in the construction of Highway 370. That pipeline is proposed to go through private roads and private lands, many of which are now under Conservation Easements. These lands natural values have been voluntarily protected by the landowner to safeguard key habitat landscapes for the benefit of future generations. There is little interest from these landowners in allowing a temporary easement for this purpose and are concerned by threats of emanant domain by the excavation operator.

The Confluence floodplain is not a blank slate for industrial expansion, it is a living system that supports wildlife, agriculture, recreation, and clean water. The Confluence is a National treasure, containing important agricultural grounds that feed our families, wildlife habitats that sustain the fall and spring migrations of millions of migratory birds, riverine habitats that provide clean water for fishes, amphibians, reptiles, and people!

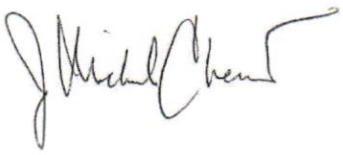
The Confluence has been designated as the Confluence Wetlands Conservation Opportunity Area, recognized by MDC and many partners for its continental significance. The Confluence is a historic treasure, relied upon since the beginning of time by a myriad of wildlife, as well as by thousands of outdoor enthusiasts, and the more than two hundred hunting clubs, many with history dating back to the 1800's. These clubs along with state and Federal refuges maintain this critical region for wildlife at immense cost and effort, and their activities boost the local economy.

Developed, the Confluences ecological value cannot be restored. As stewards of this landscape, we must prioritize long-term resilience over short-term gain and recognize there are more suited places for this type of development.

We respectfully urge you to enact a moratorium on not only data centers, but on all development within the 100-year floodplain and wellhead protection district.

Let us uphold a vision of a protected Confluence floodplain—for the benefit of St. Charles, clean water, wildlife, and future generations.

Sincerely,



J. Michael Checkett
Executive Director

David P. Bub, Esq.
President

Great Rivers Habitat Alliance
3850 Highway B
St. Charles, Missouri 63301

Cc: Jason Sumners, Missouri Department of Conservation, Director
Ray Wagner, Missouri Department of Conservation, Commissioner
Steve Ehlmann, County Executive, St. Charles County
Ryan Graham, Director, St. Charles Parks and Recreation Department

Great Rivers Habitat Alliance was founded in 2000 to directly combat the commercial development of the 100-year Confluence Flood Plain through policy, protection, conservation, public awareness, and education. Its vision is a natural floodplain protected for the benefit of all. For more information on our work, visit www.grha.org.

John Boyer

From: Judy L. Burns [redacted]
Sent: Sunday, April 12, 2026 8:48 PM
To: St Charles Planning and Zoning Commission
Cc: Robert E. Burns
Subject: Please support the proposed council's ban on the Data Center

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

Dear Planning and Zoning Commission Members:

As residents and business owners in the City of St. Charles, we would appreciate you voting to support the permanent ban for large data centers in the City of St. Charles as proposed by the City Council.

We would also like you to require third party thorough monitoring and documentation of fill dirt over our city water wellheads in the wellhead protected district and proceed with special care on what can be built in that area (not to include data centers).

Best regards,
Judy Burns
314-550-1776

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John Boyer

From: Paula Bernhardt [redacted]
Sent: Monday, April 13, 2026 7:08 PM
To: St Charles Planning and Zoning Commission
Subject: Data Center

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

Hello! I would like to let you know that I oppose the proposed data center in St. Charles. As a resident of St. Charles County, I am very concerned about our quality of life here, which includes energy and water use, water quality, impacts on residential neighborhoods, and impacts on the environment and wildlife.

We spend much time in St. Charles with friends, family, patronizing businesses, and attending church. We are deeply concerned about this possibility.

I believe this proposed data center would reduce the affordability and quality of life - reasons we chose to live in St. Charles County. My two grown daughters and their families also live in St. Charles County and I am concerned for them, as well. I would like my grandchildren to grow up with the same advantages their parents had.

Thank you for your consideration.

Paula Bernhardt
1145 Treeshade Drive
St. Peters MO 63376
[redacted]

John Boyer

From: A Mitchell [redacted]
Sent: Monday, April 13, 2026 4:03 PM
To: St Charles Planning and Zoning Commission
Subject: No to Data Centers

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

Hello,

My name is Angelica Mitchell and I'm a constituent of St. Charles County.

I write this email to ask that you say no to data centers in our area.

- I am concerned about the amount of pollution this data would create. I am concerned about how this will impact our already suffering, limited water source/supply. Lastly, a data center development will increase the burden the many of us already feeling due to increasing cost of utility bills, gasoline, and food.

- Please help us say no to data centers.

Sincerely,

Angelica
1011 Madison Street, 63301

John Boyer

From: Kris Black [redacted]
Sent: Monday, April 13, 2026 3:37 PM
To: St Charles Planning and Zoning Commission
Subject: Data Center

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

I am a resident and am very much opposed to the data center. The city has worked hard to protect our drinking water through the years.
The proposed data center is on a flood plain and it will affect our water safety along with wildlife in the area.
We all know the diesel generators pollute our air. The increase in utility costs to us are not something we are willing to accept.

Thanks.

Kris Black

Sent from my iPhone

John Boyer

From: Barb Mc [redacted]
Sent: Monday, April 13, 2026 1:03 PM
To: St Charles Planning and Zoning Commission
Subject: City of St. Charles permanent data center ban

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

Dear Sirs,
At the P&Z meeting tonight and we will be asking the City of St. Charles Planning and Zoning to permanently ban any proposed data center in St. Charles.

Subject: Why St. Charles Must Prohibit Data Centers to Protect Residents, Infrastructure, and Long-Term Fiscal Stability

Summary: Data centers are uniquely high-impact industrial facilities that impose extreme burdens on electricity, water, noise, land use, and public infrastructure. They provide minimal local benefit while creating significant long-term costs for residents. St. Charles lacks the grid capacity, water capacity, land-use buffers, and industrial siting conditions required to safely host such facilities. The city should adopt a **permanent prohibition** on data centers.

Key Points:

1. Extreme Power Demand → Higher Bills for Residents

Data centers consume the electricity of entire cities. Their demand forces utilities to:

- Build new substations
- Expand transmission lines
- Purchase expensive peak power

Even with state "large-load tariffs," utilities still socialize long-term system costs across all ratepayers. Residents pay more.

2. Water Strain and Environmental Risk

Many data centers use millions of gallons per day for cooling. St. Charles already faces water-quality challenges and cannot absorb additional industrial strain.

3. Noise Pollution and Proximity Harms

Backup generators, cooling towers, and mechanical systems create constant low-frequency noise. St. Charles' residential proximity makes mitigation impossible.

4. Land-Use Incompatibility

Data centers belong in heavy industrial parks with wide buffers, not near homes, farms, schools, or mixed-use corridors.

5. Minimal Local Benefit

Data centers create very few jobs and generate limited tax revenue relative to their infrastructure burden.

Recommendation:

Adopt a **permanent ban** on data centers within city limits to protect residents, infrastructure, and long-term fiscal health.

John Boyer

From: Barb Mc <[redacted]>
Sent: Tuesday, April 14, 2026 11:36 AM
To: St Charles Planning and Zoning Commission
Subject: Ban on data center

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

To all the board members that voted for the ban on the data center.
I would like to thank you for representing your community and doing the right thing by permanently banning data centers in St. Charles.
There seemed to be some confusion. During the vote, and it confused those in the audience. Otherwise, you would have received a standing ovation!
We look forward to May 5 and the Board of Alderman vote to end this terrible idea that would forever change our community.
Sincerely,
Barb & Don McCann
3560 Barter Street

Sent via the Samsung Galaxy S24, an AT&T 5G smartphone
Get Outlook for Android

Bill No. 14085 Ordinance No. _____

Sponsors: Mark Hollander, Vince Ratchford, Denise Mitchell, Justin Foust, Michael Galba, Bart Haberstroh

AN ORDINANCE AMENDING SECTION 400.050 OF THE CODE OF ORDINANCES ADDING A DEFINITION OF DATA CENTER AND AMENDING THE DEFINITION OF WAREHOUSE.

WHEREAS, as provided by Section 400.020 of the Zoning Code, for the purposes of "promoting health, safety, morals and general welfare of the community" the City Council "places regulations and restrictions upon the height, number of stories and size of buildings and other structures, the percentage of lot that may be occupied, the size of yards, courts and other open spaces, the density of population, the preservation of features of historical significance and the location and use of buildings, structures and land for trade, industry, residence or other purposes"; and

WHEREAS, it is acknowledged that there is considerable interest and concern on the part of residents of the City of St. Charles related to the possible development of data centers within the City; and

WHEREAS, current zoning and development standards do not adequately address the unique characteristics, demands, and potential cumulative effects of data centers, which are a rapidly growing and evolving land use across the United States; and

WHEREAS, because of possible effects of data centers on the community, including but not limited to water consumption, power consumption, and noise impacts, the City Council has expressed its intent to consider revisions to the Zoning Code designed to protect the health, safety, and general welfare of the community; and

WHEREAS, the City's comprehensive planning policies and zoning framework are designed to encourage compatible land uses, orderly growth, and efficient provision of public facilities and services, while protecting neighborhoods and the community from uses that impose disproportionate burdens on public infrastructure; and

WHEREAS, prohibiting data centers as a principal use is a reasonable land use policy choice intended to prevent incompatible siting and to avoid disproportionate infrastructure and service impacts, while preserving the City's ability to accommodate customary accessory data processing and similar incidental facilities that are subordinate to and customarily associated with otherwise permitted primary uses; and

WHEREAS, Section 400.130 of the City's Zoning Code provides that "For the purposes of this Chapter, permitted uses are listed for the various districts. Unless the contrary is clear from the context of the lists or other regulations of this Chapter, uses not specifically listed are prohibited."; and

WHEREAS, by defining "Data Center" under the City's Zoning Code (Chapter 400) without specifically listing it in any district the City's Zoning Code, data centers are therefore effectively prohibited as a use in any district; and

WHEREAS, the City Council finds that the public interest is served and the health, safety, morals, and general welfare of the community are preserved by amending the City's zoning regulations to prohibit data centers as a use within the City, while maintaining the integrity of the City's comprehensive plan, protecting neighborhoods and business districts, and managing infrastructure and public safety risks in a prudent and fiscally responsible manner; and

WHEREAS, as required by Section 400.1010 of the Ordinances of the City of St. Charles, Missouri, a public hearing before the Planning and Zoning Commission was held on occurred on February 9, 2026, and Commission tabled the matter until April 13, 2026, at which time the Commission voted in favor (7 in favor, 3 against) for a recommendation to forward the text amendment to the City Council as submitted.

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

SECTION 1. Section 400.050 of the Code of Ordinances of the City of St. Charles, Missouri is hereby amended as to the following definitions (to be inserted in alphabetical order) to read as follows:

Section 400.050. Definitions.

For the purpose of this Chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

DATA CENTER

A building, group of buildings, or facility whose primary use is data processing or data storage, and is used to house computer systems, servers, and associated components, such as but not limited to central processing units, graphical processing units, neural networks, quantum bits, quantum processors, memory, data routing, data storage, data warehouse, server farm, bitcoin mining, crypto processing, virtual private networks, virtual servers, artificial intelligence training or processing, image processing, cloud computing, email servicing, a telecom hotel, telehouse co-location, or any other term applicable to facilities that are used for such purposes.

WAREHOUSE

A place, other than a Data Center, for the storage of merchandise or commodities.

SECTION 2. It is the intention of the City Council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of St. Charles, Missouri, and the sections of this ordinance may be renumbered to accomplish such intention.

SECTION 3. This ordinance shall be in full force and effect from and after the date of 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 4/22/26

Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk

T:\ORDINANCES\ORDINANCES\CODEBOOK 2026\400.050 amend re Data Centers (5.5.2026).docx

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 5/5/2026
Regular ☒ Special ☐ Work Session ☐
ATTACHMENT: YES ☒ NO ☐
Report ☒ Resolution ☐ Ordinance ☐

Bill # N/A

Request for Council Action

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

Description:
Case No. CU-2025-30. (Lynette Agnew – 15 Brunch Bar) An application for a Conditional Use Permit per §400.230(C)(1)(a) for Liquor Sales associated with a Restaurant use within the "C-3" General Business District, located at 1456 Bass Pro 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, 15 Brunch Bar, is requesting approval for liquor sales as a conditional use associated with a permitted restaurant at 1456 Bass Pro Drive, within the Mark Twain Village Shopping Center. This establishment proposes to offer a breakfast and brunch-style menu, to include specialty coffees, mimosas, eggs benedict, salmon potato hash, pancakes, waffles, and similar items. The proposed hours of operation are from 7:00 a.m. to 4:00 p.m., Tuesday through Sunday; however, in addition to regular operating hours, the applicant indicates that the space may also be utilized for private events, such as bridal showers or small corporate gatherings, outside of standard business hours. These events are intended to remain accessory to the primary restaurant use and are not anticipated to extend into late evening hours.

The Planning and Zoning Commission considered this item at their April 13, 2026 meeting where the applicant addressed the Commission. There were no speakers from the public. The Commission forwarded a recommendation for approval to the City Council (10 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. [signature] Finance Dir. N/A Dir. of Admin. [signature]

CU-2025-30 Staff Recommended Conditions:

1. This conditional use permit for liquor sales associated with a restaurant use shall be issued to the applicant (Lynette Agnew) with 15 Brunch Bar restaurant located at 1456 Bass Pro Drive and shall not be transferable to another location and/or tenant/business.
2. Any significant changes to the approved proposal, including expansion of the tenant space, addition of an outdoor patio, or changes in event operations, may require further City review.
3. Private events shall remain accessory to the primary restaurant use and shall not materially change the character or intensity of the approved use.
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 independently of the primary business use and shall only be accessory to the operation of the restaurant use.
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.

Community Development

AGENDA ITEM #7

STAFF REPORT
CONDITIONAL USE NO. CU-2025-30
LIQUOR SALES

1456 BASS PRO DRIVE

APRIL 13, 2026
BY LARA BERRY

APPLICANT:	Lynette Agnew 15 Brunch Bar 1456 Bass Pro Drive St. Charles, Missouri 63301
OWNER:	Kurt Padavano – First National Realty Partners Mark Twain Village LLC 151 Bodman Place, Ste 201 Red Bank, NJ 07701
ADDRESS/LOCATION:	1456 Bass Pro Drive Ward 2
TENANT SPACE SIZE:	1,873 Square Feet
CURRENT ZONING:	"C-3" Highway Business District
PROPOSED USE:	Liquor Sales associated with a permitted Restaurant use

SUMMARY/ANALYSIS

The subject request is for approval of liquor sales in association with a proposed restaurant use located at 1456 Bass Pro Drive, within the Mark Twain Village Shopping Center. The tenant space was most recently occupied by Pop Pop Hooray, a popcorn retail shop, and is situated between Buffalo Wild Wings and Bellacino's Pizza & Grinders.

A restaurant use is permitted by right within this zoning district; however, the sale of alcoholic beverages in conjunction with a restaurant requires approval of a Conditional Use Permit (CUP). This request is limited specifically to liquor sales associated with the proposed restaurant and does not extend to the restaurant use itself or any other permitted uses on the property.

The applicant, 15 Brunch Bar, proposes to operate a breakfast and brunch-style restaurant with hours of operation from 7:00 a.m. to 4:00 p.m., Tuesday through Sunday. As outlined in the submitted business plan, the establishment will offer a menu focused on breakfast and brunch items, including specialty coffees, lattes, mimosas, eggs benedict, salmon potato hash, pancakes, waffles, and similar items.

In addition to regular operating hours, the applicant indicates that the space may also be utilized for private events, such as bridal showers or small corporate gatherings, outside of standard

business hours. These events are intended to remain accessory to the primary restaurant use and are not anticipated to extend into late evening hours.

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 located adjacent to a church (Restoration Church) and near a residential land use within the "O-I" Office Institutional District (Jaycee Fairgrounds Village). As such, the notification provisions of Section 600.280(C) are applicable. However, the Conditional Use Permit process includes a public hearing with written notice provided to all property owners within 300 feet of the subject property at least 15 days prior to the hearing. This process satisfies and exceeds the notification requirements outlined in Section 600.280(C). Therefore, the applicable provisions of Chapter 600 related to notification have been met through the City's Conditional Use Permit procedures.

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.

The subject property is located nearest to Activity Center #7 (I-70/Fifth Street Interchange), an area characterized by higher-intensity commercial development and regional access. The proposed liquor sales, as an accessory component to a permitted restaurant use, are consistent with the intensity and character of development within this corridor. Given the surrounding mix of commercial uses within Mark Twain Village and nearby higher-density residential development, the proposal is compatible with the area and aligns with the intent of the Comprehensive Plan.

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. As such, additional consideration is necessary to ensure consistency with surrounding development. The proposed use is located within an existing multi-tenant commercial center near Activity Center #7 and is consistent with the scale and intensity of surrounding land uses. With appropriate conditions, the use can operate in harmony with the Comprehensive Plan and applicable regulations.

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.

With appropriate conditions and compliance with applicable codes, the proposed use is not anticipated to result in undue adverse impacts. The limited hours of operation and the nature of the establishment as a breakfast and brunch restaurant reduce the potential for impacts related to traffic, noise, and late-night activity.

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. Activation of a vacant tenant space and the introduction of a neighborhood-serving restaurant provide a public benefit.

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 (Lynette Agnew) with 15 Brunch Bar restaurant located at 1456 Bass Pro Drive and shall not be transferable to another location and/or tenant/business.
2. Any significant changes to the approved proposal, including expansion of the tenant space, addition of an outdoor patio, or changes in event operations, may require further City review.
3. Private events shall remain accessory to the primary restaurant use and shall not materially change the character or intensity of the approved use.
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 independently of the primary business use and shall only be accessory to the operation of the restaurant use.

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 application CU-2025-30 to the City Council with a favorable recommendation, subject to the conditions recommended by staff.

Figure 2: Aerial Photo of the Subject Site.

15 Brunch Bar

www.15brunchbar.com

[redacted]

December 4, 2025

City of St. Charles Planning Commission and City Council,

15 Brunch Bar a new opportunity for a brunch café would be an asset to The City of St. Charles. Our brunch bar is not your standard/typical bar. We are combining delicious food, drinks, specialty coffee, lattes, and cocktails such as mimosas and more. This venture aims to cater to the growing demand for brunch experiences that allows for a flexible venue for community gatherings and private celebrations.

We offer private space for corporate events, confidential business meetings, personal family gatherings such as bridal showers, engagement celebrations and so much more. Our hours would primarily consist of 7:30am to 12:30am Tuesday through Sunday for breakfast/brunch. After hours would be our Venue hours as needed. Menu options would consist of Egg Benedict, Sausage biscuits w/gravy, waffles, Pancakes, salmon potato hash just to name a few.

15 Brunch Bar values unique experiences and aesthetic presentation with great food as well as a socially comfortable environment and facilitation of strengthening the community and bringing people of all levels of society together. This space would be designed to cater to diverse events maximizing revenue potential, community engagements for local events fostering community spirit. Our space would create job opportunities for the City of St. Charles residents both full time and part time. Our business would also contribute to the local economy and economic growth through tax revenue supporting public services and infrastructure as well as attract more visitors boosting the local economy.

Support from the City of St. Charles for this venture would be amazing, which promises to enhance St. Charles both economically and socially. Working with the City Council to ensure a successful launch of this business is desired. Our brunch bar would bring a unique establishment to St. Charles MO working closely with the City Council to facilitate our vision is a priority of ours.

Kind Regards,

Lynette Agnew
Owner
15 Brunch Bar LLC

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 5/5/2026
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☑ Resolution ☐ Ordinance ☐

Bill # NA

Request for Council Action

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

Description:
LIQUOR LICENSE APPLICATION PUBLIC HEARING NOTICE

Case No. LL-2026-9
Applicant: Lynette Agnew d/b/a 15 Brunch Bar, LLC at 1456 Bass Pro Dr Unit 30.
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 Lynette Agnew for the grant of a liquor license for 15 Brunch Bar, LLC St. Charles, located at 1456 Bass Pro Dr. Unit 30. The license applied for is the sale of alcoholic beverages at retail by the drink for consumption on the promises where sold, of all kinds of alcoholic beverages, including the sale of alcoholic beverages in the original package. Also to sell same on Sunday during hours allowed by the laws of the State of Missouri.

Staff Recommendation: Approved.

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

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

RCA prepared by: PMB Dept. Dir. JAO Finance Dir. JAO Dir. of Admin. [signature]

Docusign Envelope ID: B0BC4F4F-AA4F-46ED-9C63-6A9ABD470913

02/20/2026

Liquor License Application Departmental Approval Form

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

Before the attached liquor license application submitted by:

Applicant name: ***Lynette Agnew***
d/b/a: ***15 Brunch Bar LLC***
Location: ***1456 Bass Pro Dr Unit 30***

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

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

Police Department:

[X] Approved Signature: DocuSigned by: Georg Grow 1759E0E5CF864AD... Date: 2/20/2026

[ ] Not Approved Reason(s): _____

_____

_____

_____

_____

Docusign Envelope ID: B0BC4F4F-AA4F-46ED-9C63-6A9ABD470913

02/20/2026

Liquor License Application Departmental Approval Form

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

Before the attached liquor license application submitted by:

Applicant name: ***Lynette Agnew***
d/b/a: ***15 Brunch Bar LLC***
Location: ***1456 Bass Pro Dr Unit 30***

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: 2/20/2026

Docusign Envelope ID: B0BC4F4F-AA4F-46ED-9C63-6A9ABD470913

02/20/2026

Liquor License Application Departmental Approval Form

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

Before the attached liquor license application submitted by:

Applicant name: ***Lynette Agnew***
d/b/a: ***15 Brunch Bar LLC***
Location: ***1456 Bass Pro Dr Unit 30***

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 C3 Historic Preservation District NA Occupancy Permit No

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

Conditions of Approval _____

_____

Reason(s) for denial: _____

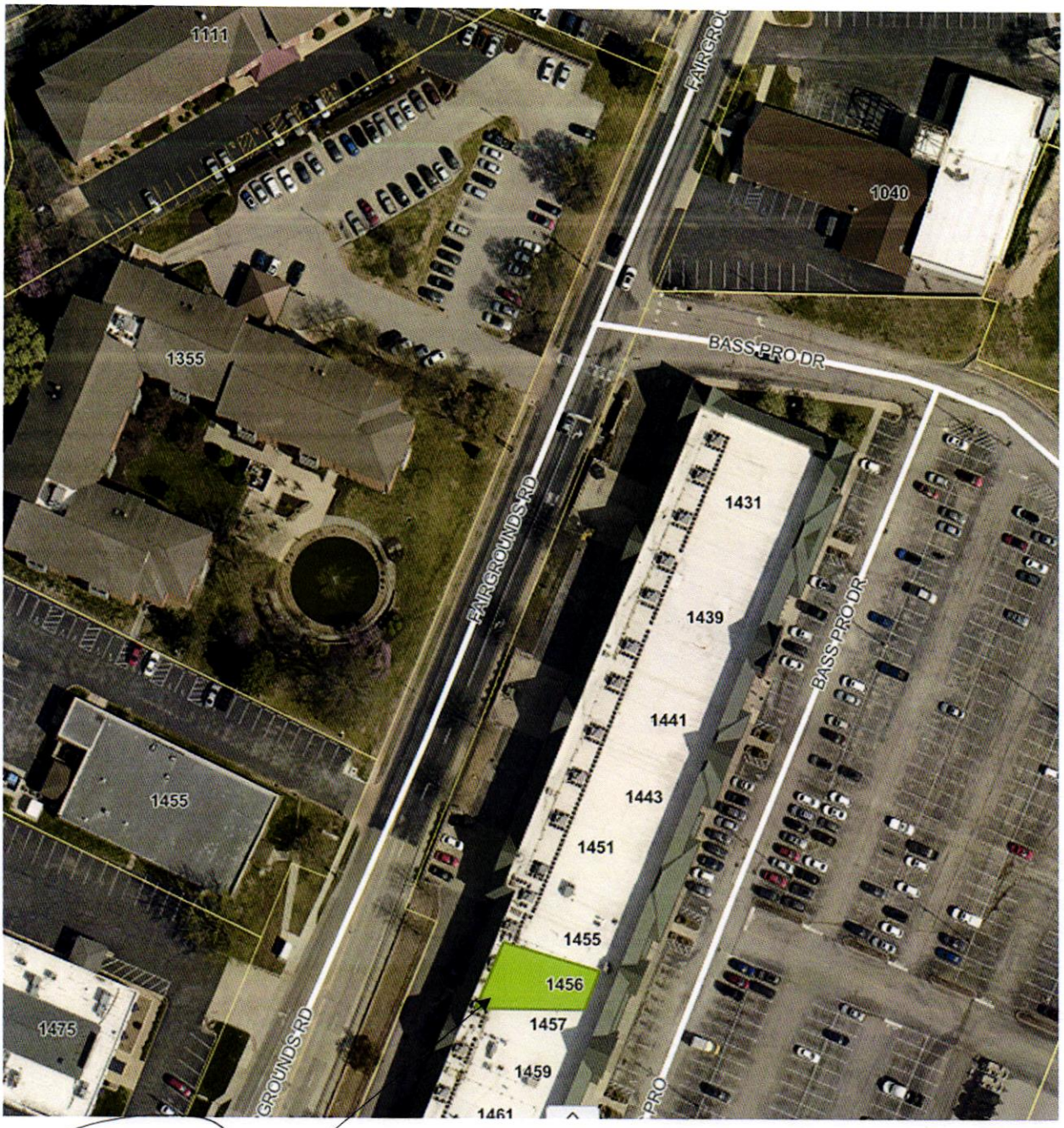
_____

Signature: DocuSigned by: Zachary Tusinger Date: 4/9/2026

Finance Department

☒ **Approved** Signature: DocuSigned by: Jennifer O'Connor Date: 4/9/2026

☐ **Not Approved** Reason(s): _____



SUBJECT PROPERTY

1456 BASS PRO

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 5/5/2026
Regular ☒ Special ☐ Work Session ☐
ATTACHMENT: YES ☒ NO ☐
Report ☒ Resolution ☐ Ordinance ☐

Bill # N/A

Request for Council Action

Ward(s): 4 **Sponsor(s):** N/A

Description:
Case No. CU-2026-06. (L & Y LLC) An application for a Conditional Use Permit per §400.220(C)(1)(a) for Liquor Sales associated with a Restaurant use within the "C-2" General Business District, located at 1610 Country Club Plaza. The subject property is located in Ward 4.

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

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

Summary:
This request is for liquor sales specifically associated with an existing restaurant (Yummy House) located at 1610 Country Club Plaza Drive. The property is zoned C-2 General Business District. City Ordinance requires approval of a Conditional Use Permit within this zoning district for establishments that apply for a Liquor License. This request is specific to the liquor sales only and is not applicable to the other uses permitted by right within the referenced zoning district. The applicant is requesting the addition of a liquor sales use to provide beer and wine alongside the existing menu. The hours of operation are Monday through Saturday 11:00 a.m. to 9:00 p.m., with the exception of closure on Tuesday, and Sunday 11:30 a.m. to 9:00 p.m.

The Planning and Zoning Commission considered this item at their April 13, 2026 meeting where the applicant/business owner addressed the Commission. There were no public speakers during this application. The Commission forwarded a recommendation for approval to the City Council (10 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-2026-06: 1610 Country Club Plaza –Recommended Conditions

1. This conditional use permit for a liquor sales associated with a restaurant use is issued to the applicant (L & Y LLC) and business (Yummy House) only for the property located at 1610 Country Club Plaza Drive 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 restaurant.

4. Non-compliance with any building codes, property maintenance codes, fire codes, noise control codes, ordinances concerning disturbances or conditions of this approval is grounds for revocation of the conditional use approval.

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

AGENDA ITEM #8

STAFF REPORT
CONDITIONAL USE NO. CU-2026-06
LIQUOR SALES
1610 COUNTRY CLUB PLAZA

APRIL 13, 2026
BY MADELYN P. BROWN

APPLICANT:	L & Y LLC 1610 Country Club Plaza Drive St. Charles, MO 63303
OWNER:	River Center Limited Partnership 1143 Indian Trails Drive Olivette, MO 63132
ADDRESS/LOCATION:	1610 Country Club Plaza Drive Ward 4
LOT SIZE:	Approx. 1,400 square feet (tenant space)
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 an existing restaurant (Yummy House) located 1610 Country Club Plaza Drive. The property is zoned C-2 General Business District. City Ordinance requires approval of a Conditional Use Permit within this zoning district for establishments that apply for a Liquor License. This request is specific to the liquor sales only and is not applicable to the other uses permitted by right within the referenced zoning district.

The existing restaurant serves a variety of Asian dishes, including; ramen, soups, fried rice, etc. The applicant is requesting the addition of a liquor sales use to provide beer and wine alongside the existing menu. The hours of operation are Monday through Saturday 11:00 a.m. to 9:00 p.m., with the exception of closure on Tuesday, and Sunday 11:30 a.m. to 9:00 p.m. The applicant has provided photos of the property with this application, and these are included with this report.

Consistency with Comprehensive Plan

The St. Charles Comprehensive Plan adopted in 2002, and updated in 2026, recommends that land use decisions be based on a project's location and compatibility with surrounding development. The Comprehensive Plan identifies 21 activity centers in the city, locations characterized by distinct locations of visibility, activity, and traffic. Polygon-based Sub-Districts are also identified which reflect the extent of established core activity and the transition to surrounding lower-density

development. The plan recommends that development should align with the predominant land uses, assets, and needs of the nearest activity center. The activity centers should be surrounded by land uses that respond to context, promotes compatibility, and supports the City's long-term goals for balanced growth. Proposed new uses should be judged based upon its distance from the nearest activity center and/or sub-district, its compatibility with what surrounds it, and whether the level of development it will generate aligns with the surrounding area or is counter to that goal.

This property is located closest to Activity Center #13 (Country Club Sub-District). The proposed liquor license at this location associated with a permitted use can be compatible with its commercial/residential surroundings along West Clay.

Consistency with Conditional Use standards

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

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

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

Regarding a) and b), Conditional Uses are not allowed by-right as they can be problematic if not located and/or conditioned properly. In this case, the proposal is located at 1610 Country Club Plaza Drive, closest to Activity Center #13. This intensity pattern is consistent with the goals of the Comprehensive Plan, and the proposed use at this location could operate in conformance with the density, intensity, and activity guidelines provided above.

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

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

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

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

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

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

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

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

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

Consistency with Chapter 600 (Alcoholic Beverages)

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

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

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

STAFF RECOMMENDATION

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

1. This conditional use permit for a liquor sales associated with a restaurant use is issued to the applicant (L & Y LLC) and business (Yummy House) only for the property located at 1610 Country Club Plaza Drive 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 restaurant.

4. Non-compliance with any building codes, property maintenance codes, fire codes, noise control codes, ordinances concerning disturbances or conditions of this approval is grounds for revocation of the conditional use approval.

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

Recommended Motion:

Motion to forward the Conditional Use Permit application for a Liquor Sales associated with a permitted restaurant use at 1610 Country Club Plaza Drive to the City Council with a favorable recommendation, subject to the conditions recommended by staff.

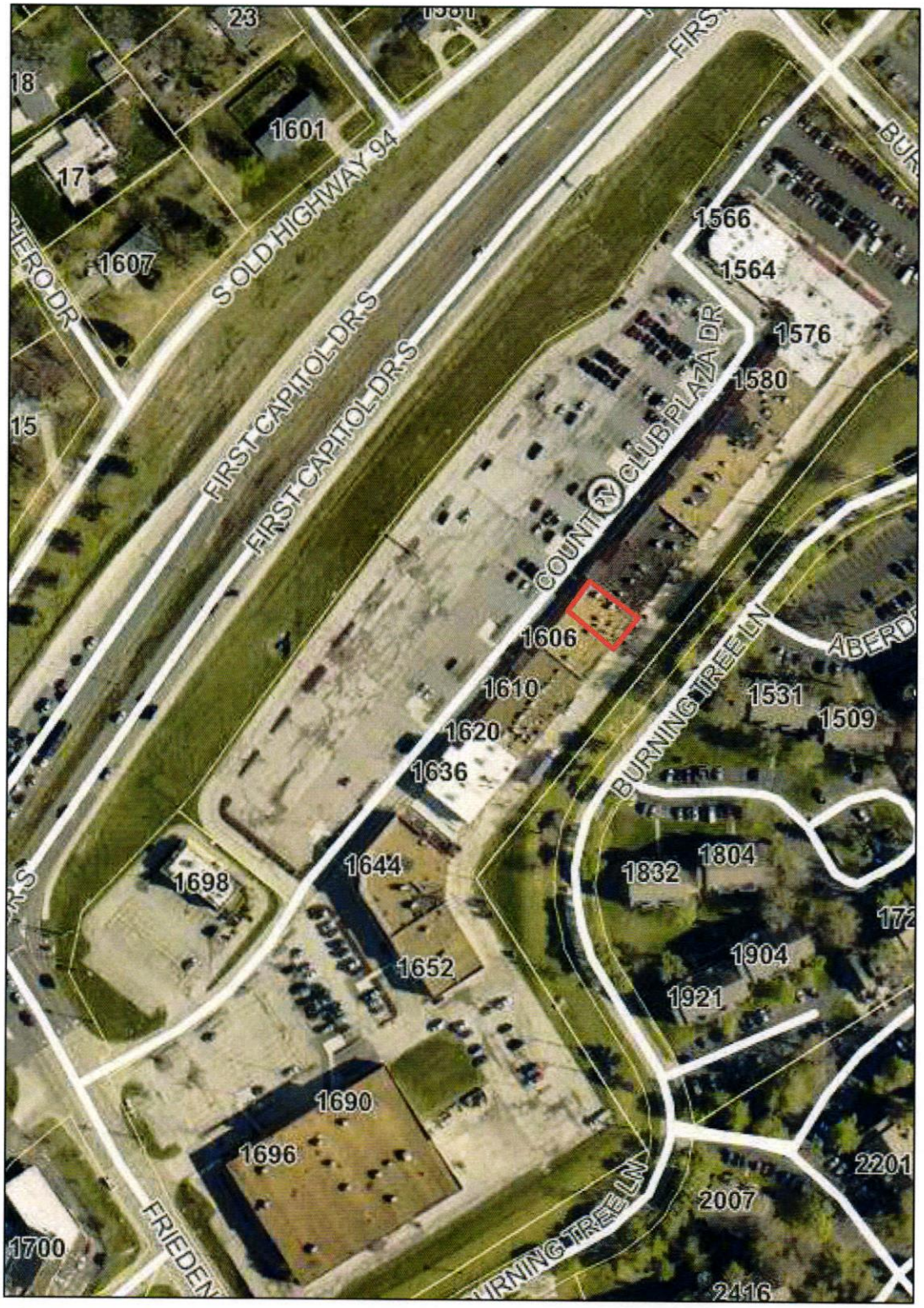
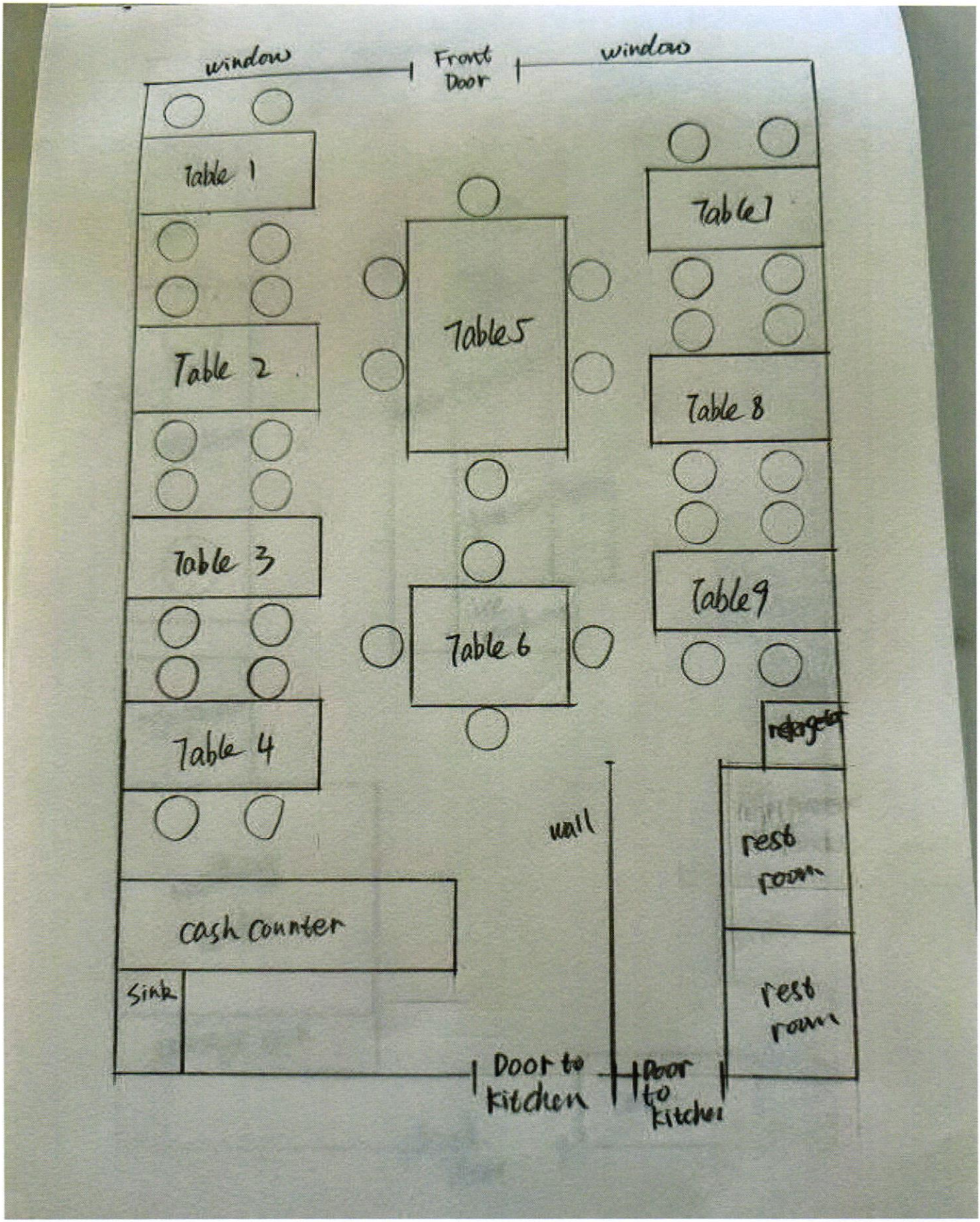
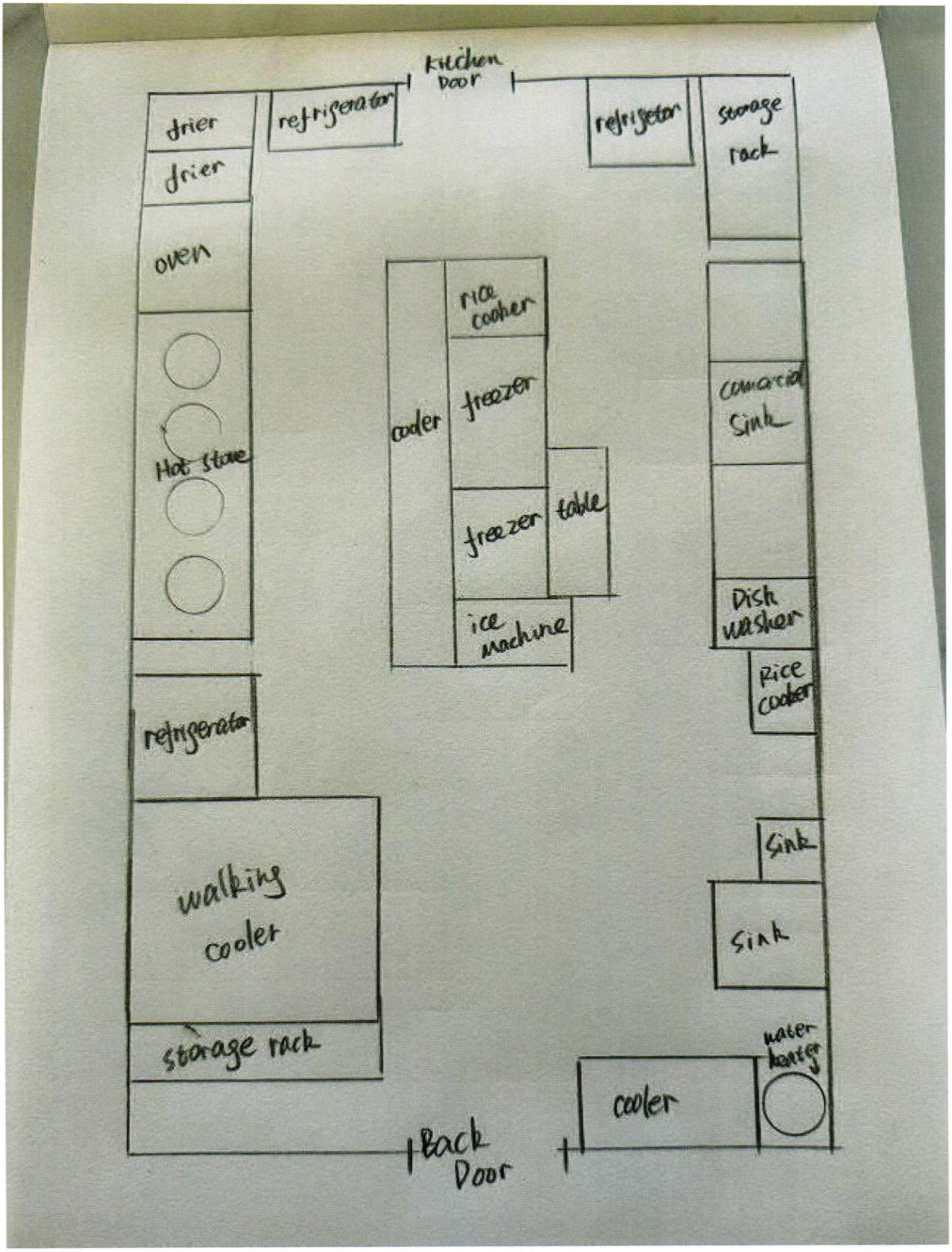


Figure 1: Aerial photo of the subject site.

TOP NAILS
Pizza Hut


window
Front Door
window
Table 1
Table 2
Table 3
Table 4
Table5
Table 6
Table7
Table 8
Table9
refrigerator
wall
rest room
rest room
cash counter
Sink
Door to kitchen
Door to kitchen


Kitchen Door
drier
drier
refrigerator
refrigeter
storage rack
oven
rice cooker
cooler
freezer
freezer
table
ice machine
Hot stove
Dish washer
Rice cooker
refrigerator
walking cooler
Sink
Sink
storage rack
water heater
cooler
Back Door

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 5/5/2026
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☑ Resolution ☐ Ordinance ☐

Bill # N/A

Request for Council Action

Ward(s): 4-Scott Shipman **Sponsor(s):** N/A

Description:
LIQUOR LICENSE APPLICATION PUBLIC HEARING NOTICE

Case No. LL-2026-11
Applicant: Han Yan d/b/a Yummy House, located at 1610 Country Club Plaza Dr.
License Type: Beer & Wine 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 Han Yan for the grant of a liquor license for Yummy House, located at 1610 Country Club Plaza Dr. The license applied for is the sale at retail by the drink, for consumption on the premises where sold, of malt liquor and wine containing not in excess of fourteen percent (14%) of alcohol by weight. Also to sell same on Sunday during hours allowed by the laws of the State of Missouri. This is a new liquor license application. There is no liquor license currently issued for the premises.

Staff Recommendation: Approved.

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

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

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

Docusign Envelope ID: 4F53522C-B499-49AE-93A6-BABE2A69CED2

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: ***Han Yan***
d/b/a: ***Yummy House***
Location: ***1610 Country Club Plaza Dr***

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 1750E0E5CF864AD Date: 4/17/2026

[ ] Not Approved Reason(s): _____

_____

_____

_____

_____

Docusign Envelope ID: 4F53522C-B499-49AE-93A6-BABE2A69CED2

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: ***Han Yan***
d/b/a: ***Yummy House***
Location: ***1610 Country Club Plaza Dr***

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

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

Fire Department

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

Conditions of Approval: _____

Reason(s) for denial: _____

Signature: Signed by: Joe Graziani _____ Date: 4/17/2026

Docusign Envelope ID: 4F53522C-B499-49AE-93A6-BABE2A69CED2

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: ***Han Yan***
d/b/a: ***Yummy House***
Location: ***1610 Country Club Plaza Dr***

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 N.A. Occupancy Permit Yes

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

Conditions of Approval _____

_____

Reason(s) for denial: _____

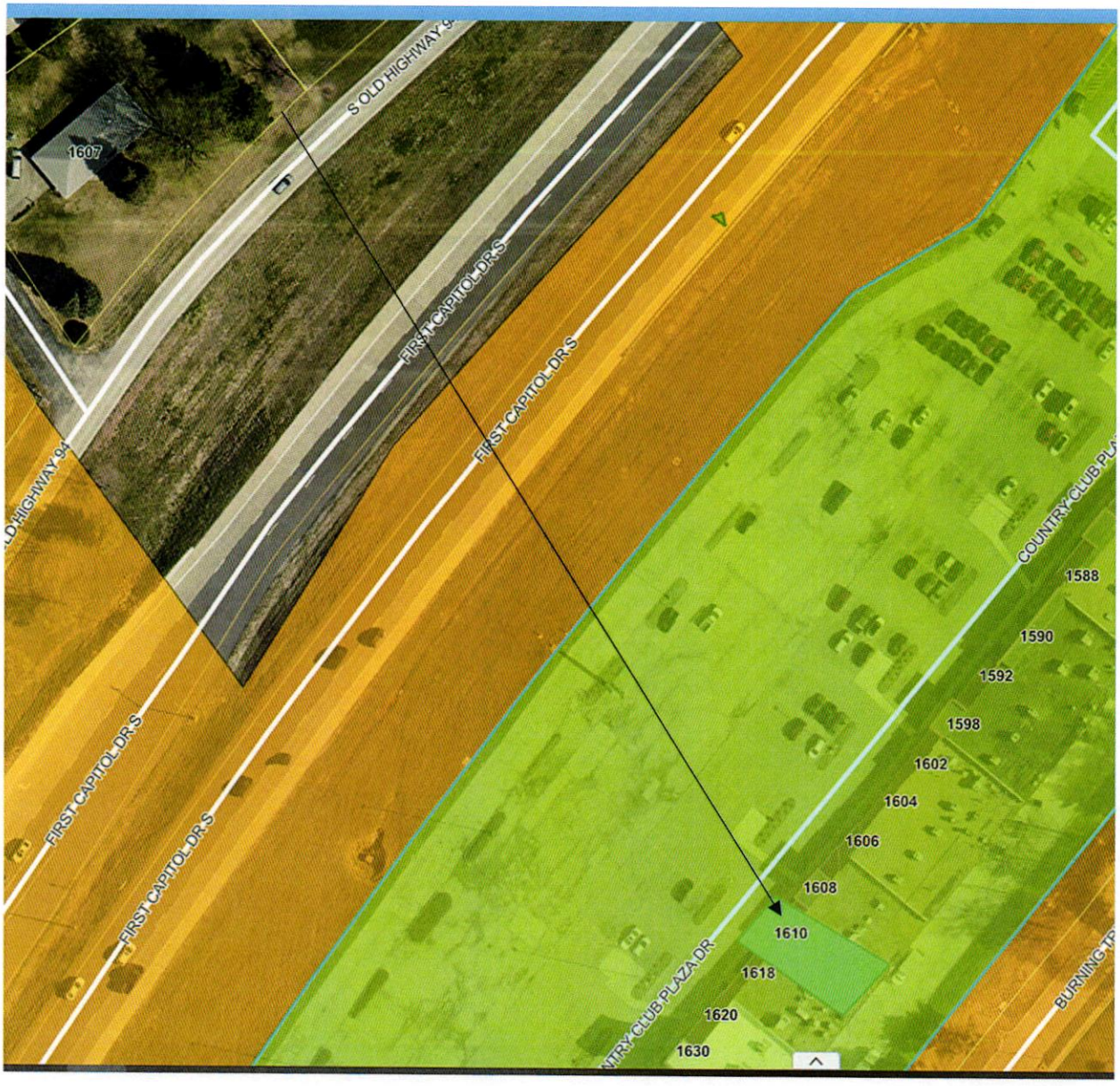
_____

Signature: DocuSigned by: John Boyer 02303FDF0A0D402... Date: 4/23/2026

Finance Department

☒ **Approved** Signature: DocuSigned by: Jennifer O'Connor 05FD8E0A46DE469... Date: 4/23/2026

☐ **Not Approved** Reason(s): _____



Subject Property – Yummy House

1610 Country Club Plaza Dr.

Ward 4 – Mary West

RCA FORM (OFFICE USE ONLY)

MEETING/DATE: 5/5/2026

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-2026-07. (Michael L. Wraspir – OASIS Executive Direction) An application to amend a previously approved Conditional Use Permit per §400.230(C)(1)(a) for the expansion of a Community Service Establishment (free food distribution), for the installation of an additional outdoor refrigeration unit. The subject property is located at 1814 Boones Lick Road, within the "C-3" Highway Business District, and 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, OASIS Food Pantry & Thrift Store, is requesting approval a Conditional Use Permit to allow for a minor expansion of an existing Community Service Establishment through the installation of one (1) additional outdoor freezer unit (approximately 100 square feet). In addition to this request, staff reviewed all previous approvals and the current operations of the site. Staff recommends consolidating prior Conditional Use Permits and applicable conditions into a single, updated Permit that accurately reflects the current use of the property and eliminates outdated or no-longer-applicable provisions.

The Planning and Zoning Commission considered this item at their April 13, 2026 meeting where the applicant addressed the Commission. There were no speakers from the public. The Commission forwarded a recommendation for approval to the City Council (10 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. [signature] Finance Dir. N/A Dir. of Admin. [signature]

CU-2026-07 Staff Recommended Conditions:

1. The Conditional Use Permit is issued for the subject property for operation of a Community Service Establishment, including a food pantry, thrift store, and foster/adoption support services, as well as the installation of one outdoor freezer unit, as depicted in the submitted materials.
2. Upon approval, this Conditional Use Permit shall supersede and replace all previous Conditional Use approvals for the subject property. Only those conditions expressly included in this approval shall remain in effect.
3. If this Conditional Use Permit is not approved, all prior Conditional Use approvals shall remain in effect.
4. No temporary or permanent residential use shall be permitted on the property.
5. Hours of operation shall be limited to 9:00 a.m. to 4:00 p.m. on Monday, Wednesday and Friday, 9:00 a.m. to 8:30 p.m. on Tuesday and Thursday, and 10:00 a.m. to 3:00 p.m. on Saturday. The Foster Adoption Support Team (FAST) services may operate on Saturdays, 12:00 p.m. to 3:00 p.m.
6. All existing buffering, fencing, landscaping, and screening requirements established through prior approvals shall be maintained.
7. Non-compliance with any of the building codes, property maintenance codes, fire codes, conditions of this approval, or any other city ordinances is grounds for revocation of the conditional use approval.

AGENDA ITEMS #9 & 10

STAFF REPORT
CONDITIONAL USE NO. CU-2026-07
SITE PLAN SP-2026-03
COMMUNITY SERVICE ESTABLISHMENT
1814 BOONES LICK ROAD

APRIL 13, 2026
BY LARA BERRY

APPLICANT:	Michael Wraspir OASIS 1814 (1806) Boones Lick Road St. Charles, MO 63301
ADDRESS/LOCATION:	1814 (1806) Boones Lick Road Ward 2
ACREAGE:	1.08 acres
ZONING:	C-3 Highway Business District
PROPOSED USE:	Expanding Existing Services with a Community Service Establishment

REQUEST

The applicant is requesting approval of a Conditional Use Permit (CUP) to allow for a minor expansion of an existing Community Service Establishment through the installation of one additional outdoor freezer unit (approximately 100 square feet).

In conjunction with this request, staff has reviewed all previous approvals associated with the property and the current operational characteristics of the site. Staff recommends consolidating prior Conditional Use Permits and applicable conditions into a single, updated Permit that accurately reflects the current use of the property and eliminates outdated or no-longer-applicable provisions.

BACKGROUND

As indicated above, the subject property has a long history of approvals related to community service-oriented uses operated by OASIS. These approvals have evolved over time to accommodate expansion of services and site modifications. For reference, all previous applications and a summary of their approvals/conditions are provided as Exhibit A, attached to this report.

Additionally, in April 2017, the City Council approved a text amendment creating the Community Service Establishment land use category. This category was intended to allow facilities that provide services such as food distribution, clothing, medical care, and similar assistance, without

any residential component.

While earlier approvals and reports referenced a potential residential or shelter component, the current operation of the site does not include any temporary or permanent living facilities. Existing uses are limited to:

- Food pantry
- Thrift store
- Foster/adoption support services

No zoning or property maintenance violations have been identified on the property in recent years. Associated with this application, staff has received no letters/calls of support or opposition.

ANALYSIS

The current application is limited in scope to the installation of a small, approximately 100-square-foot outdoor freezer unit. This improvement supports the existing food pantry operations and does not introduce a new land use or intensify operations beyond what has historically been approved.

Site Design and Visibility

The proposed freezer unit will be located behind the primary structure, minimizing visibility from the public right-of-way. Due to this placement, the unit will not have a material visual impact on the surrounding area, and additional screening is not warranted.

Parking

Although the freezer unit will occupy a small number of existing parking spaces, the site will continue to provide parking in excess of minimum code requirements. The reduction is not expected to negatively impact site functionality or surrounding properties.

Compatibility with Surrounding Area

The property is located in an area with a mix of residential and limited commercial uses (see Figure 1 on page 6). Residential uses are directly adjacent to the north and are buffered by a 6-foot privacy fence, which was required subject to a previous approval. To the east of the subject site is a daycare facility.

The site has operated as a community service provider for many years without documented adverse impacts. The proposed addition is minor in nature and will not alter the character or intensity of the use.

Consolidation of Approvals

A key component of this request is staff's effort to consolidate multiple historical approvals into a single Conditional Use Permit document. This approach:

- Eliminates outdated references, including those related to residential or shelter components
- Clarifies the currently permitted uses on-site
- Streamlines enforcement and administration of conditions
- Provides a clear and accurate regulatory framework moving forward

All relevant and applicable conditions from prior approvals have been reviewed and incorporated where appropriate into the proposed unified Conditional Use.

Consistency with Comprehensive Plan

The City of City of St. Charles Comprehensive Plan, adopted in 2002 and updated in 2026, recommends that land use decisions be guided by a project's location and its compatibility with surrounding development. The Plan identifies Activity Centers as focal points for higher intensity development and emphasizes a gradual transition in land use intensity, density, and activity levels as distance from these centers increases.

The subject property is located within the influence area of Activity Center #8 (I-70/HWY 94 Interchange), a regional node characterized by high accessibility, significant traffic volumes, and a concentration of commercial, service, and institutional uses. Development within and near this activity center is generally expected to support community-serving and commercially oriented uses that are compatible with the surrounding mix of development.

The proposed expansion of the Community Service Establishment through the addition of a small outdoor freezer unit represents a minor enhancement to an existing approved use. The proposal does not introduce new land use types, increase intensity in a manner that would be inconsistent with the surrounding area, or alter the established operational character of the site.

Given the property's proximity to a major interchange, its location within an established commercial corridor, and its continued use as a community-serving facility, the proposal remains consistent with the intent of the Comprehensive Plan and aligns with the anticipated pattern of development in this area.

Consistency with the 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 items a) and b), conditional uses are not permitted by right due to the potential for incompatibility if not appropriately located or conditioned. In this case, the subject property has long been utilized as a Community Service Establishment providing services such as a food pantry, thrift store, and foster/adoption support services. The proposed request does not introduce a new land use, but rather supports an existing approved use through the addition of a small accessory freezer unit and the consolidation of prior

Conditional Use Permits into a single, unified approval.

The property is located within an established area of community and commercial uses, in proximity to Activity Center #8 (I-70/HWY 94 Interchange), where a mix of residential, institutional, and commercial uses exist. The proposed expansion is minor in nature and does not increase the intensity of the use in a manner inconsistent with the Comprehensive Plan or surrounding development patterns. With appropriate conditions, the proposed Conditional Use Permit can continue to operate in harmony with the Comprehensive Plan and applicable regulations.

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

Based upon review of the proposed request, the addition of a single outdoor freezer unit is not anticipated to result in any substantial or undue adverse impacts on adjacent properties or the surrounding neighborhood. The freezer will be located behind the primary structure and is not expected to be visible from the public right-of-way, minimizing any potential visual impacts.

While the installation of the unit will occupy a limited number of existing parking spaces, the site currently provides parking in excess of code requirements, and sufficient parking will remain available to support the existing uses on-site. The proposed expansion does not include changes to site access, circulation, or operations, and is not expected to generate additional traffic beyond existing conditions.

Overall, the proposed improvement represents a minor modification to an established use and is not anticipated to negatively affect surrounding properties or public health, safety, or welfare.

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

The proposed Conditional Use Permit maintains consistency with the existing land use pattern and intensity of development in the surrounding area. The subject property has functioned as a Community Service Establishment for many years, providing community-oriented services that are compatible with nearby residential and commercial uses.

The addition of a small accessory freezer unit does not materially alter the intensity or character of the use. Additionally, the consolidation of prior Conditional Use approvals into a single permit reflects the current operational reality of the site and removes outdated references, including prior considerations related to residential components that are no longer applicable.

As such, the proposed request continues to align with the Comprehensive Plan's intent for compatible, appropriately scaled development within established areas.

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.

The subject property is currently served by existing public infrastructure, including roadway access, utilities, and emergency services. The proposed freezer unit and consolidation of existing approvals will not require additional infrastructure improvements or extensions of public utilities.

No changes to access, circulation, or service demands are proposed as part of this request. The existing Community Service Establishment has operated at this location without identified capacity concerns related to public services, and the proposed expansion is not expected to impose any additional burden on those services.

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.

The proposed Conditional Use Permit supports the continued operation and modest enhancement of an established Community Service Establishment that provides food distribution and related community support services. The addition of the freezer unit will improve operational efficiency and support the applicant's ability to serve individuals in need.

Furthermore, the consolidation of prior Conditional Use approvals into a single, updated permit provides clarity and administrative efficiency for both the City and the property owner by accurately reflecting the current uses on-site and eliminating outdated or superseded conditions.

Given the limited scope of the physical improvement, the compatibility of the use with surrounding development, and the community benefits provided, staff finds that the public benefits of the proposed Conditional Use Permit 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 and site plan in the recommendations.

STAFF RECOMMENDATION

Staff finds that the proposed expansion and consolidation of approvals can operate in conformance with City requirements and in harmony with surrounding uses. Therefore, staff recommends approval of the Conditional Use Permit, subject to the following conditions:

1. The Conditional Use Permit is issued for the subject property for operation of a Community Service Establishment, including a food pantry, thrift store, and foster/adoption support services, as well as the installation of one outdoor freezer unit, as depicted in the submitted materials.

2. Upon approval, this Conditional Use Permit shall supersede and replace all previous Conditional Use approvals for the subject property. Only those conditions expressly included in this approval shall remain in effect.
3. If this Conditional Use Permit is not approved, all prior Conditional Use approvals shall remain in effect.
4. No temporary or permanent residential use shall be permitted on the property.
5. Hours of operation shall be limited to 9:00 a.m. to 4:00 p.m., Monday through Friday, with the exception of foster/adoption services which may operate on Saturdays as previously established.
6. All existing buffering, fencing, landscaping, and screening requirements established through prior approvals shall be maintained.
7. Non-compliance with any of the building codes, property maintenance codes, fire codes, conditions of this approval, or any other city ordinances is grounds for revocation of the conditional use approval.

Recommended Motion

Motion to forward application CU-2026-07 to the City Council with a favorable recommendation, subject to the conditions recommended by staff.

Figure 1: Aerial Photo of Subject Property

Figure 2: Aerial Photo of Site with proposed freezer location.

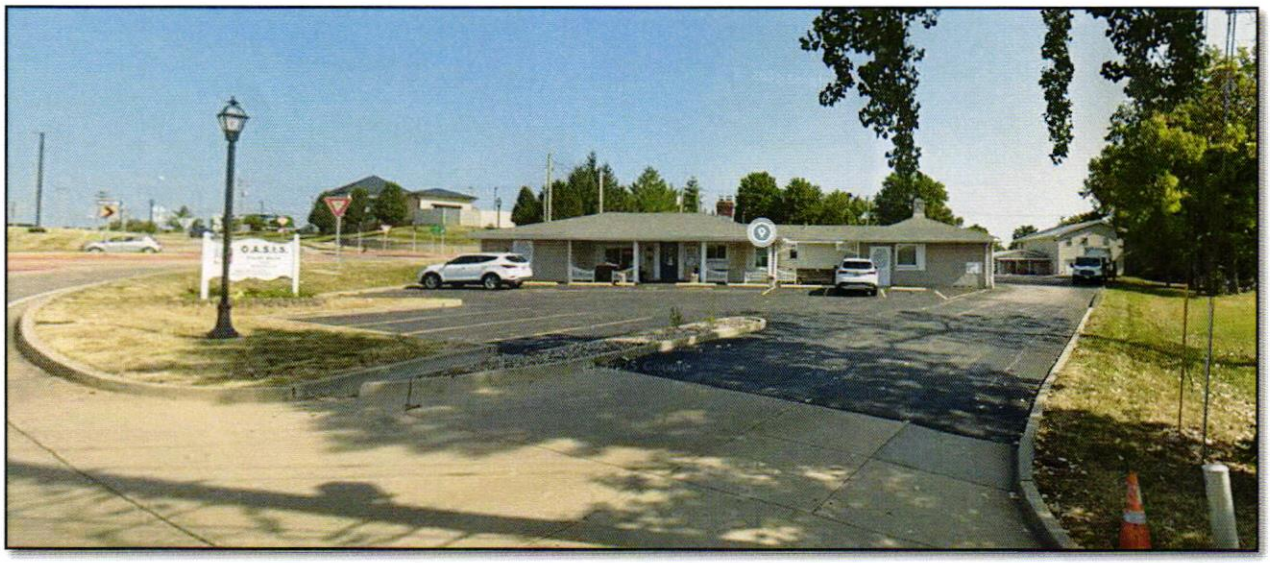


Figure 3: Photo of Site from Boones Lick Rd.

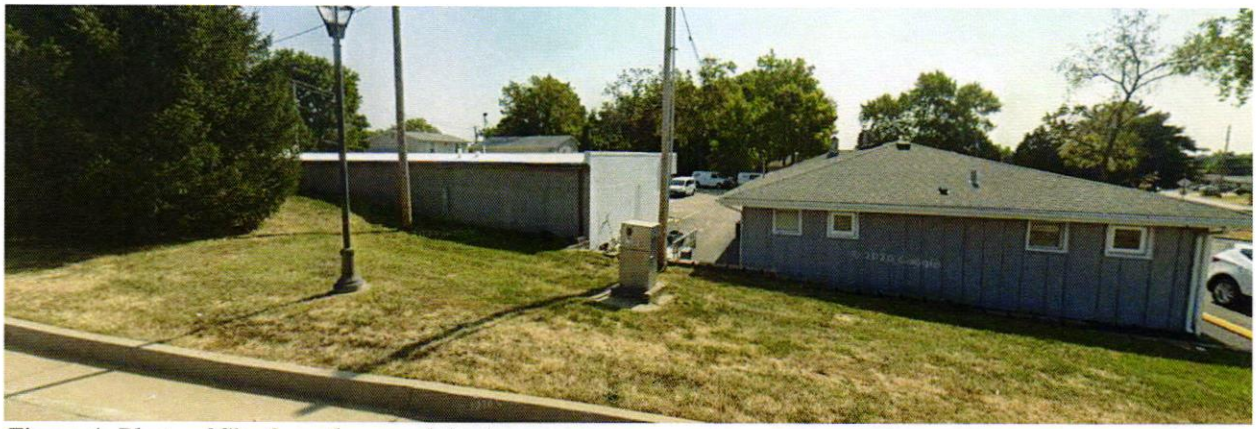


Figure 4: Photo of Site from the roundabout.

EXHIBIT A: PAST APPROVALS & CONDITIONS

CU-12-05

- The original approval for this site which permitted 2nd Hand Sales Thrift Shop and Food Pantry
- Approved with 6 conditions:
  1. The conditional use permit is approved for Outreach Assistance Serving Individuals in St. Charles County (OASIS) only. No other organization or individuals may operate a food pantry and/or secondhand sales store on this property.
  2. The conditional use permit is approved for 1814 Boone's Lick Road only. Only the portion of the building identified in the application may be used for the food pantry and thrift store. No expansion of either operation into another area of the building or into any other building is allowed without a new conditional use permit approved by the city.
  3. The food pantry and thrift store may open no earlier than 9:00 a.m. and must close no later than 9:00 p.m.
  4. The food pantry and thrift store may not accept donations after hours. No donated items may be left outside the building at any time. All donations must take place when the operation is open to the public so that the donated items may be taken inside immediately.
  5. The property will be inspected by the Department of Community Development for any possible violations of the city's property maintenance code within one week of the City Council's approval of the conditional use permit. Any violations found must be corrected by OASIS and/or the property owner within 30 days.
  6. The Conditional use permit is limited to a food pantry and/or secondhand sales store at this location; and does not permit housing of tenants or serving of food on the premises.

- **CU-33-08**
  - Approved the expansion of the thrift store and food pantry.
  - Approved with 5 conditions:
    1. The approval is for 1806, 1812 and 1814 Boone's Lick Road (OASIS Food Pantry and Thrift Store) only and is not transferable or assignable to another property.
    2. A landscape plan shall be submitted to Community Development for review and approval prior to issuance of final occupancy. Landscaping shall be provided along the perimeter of the parking lot and drive aisles, as required in §156.119(J) of City of St. Charles Code of Ordinances.
    3. The existing twenty-five (25) foot landscape buffer shall be maintained and a coniferous hedge or tree line shall be planted at six (6) foot in height prior to issuance of a final Certificate of Occupancy. A six (6) foot privacy (wood or vinyl) fence shall be provided along the rear of all existing structures that immediately abut residentially zoned properties (northern property line) as a condition of purchase for OASIS Food Pantry.

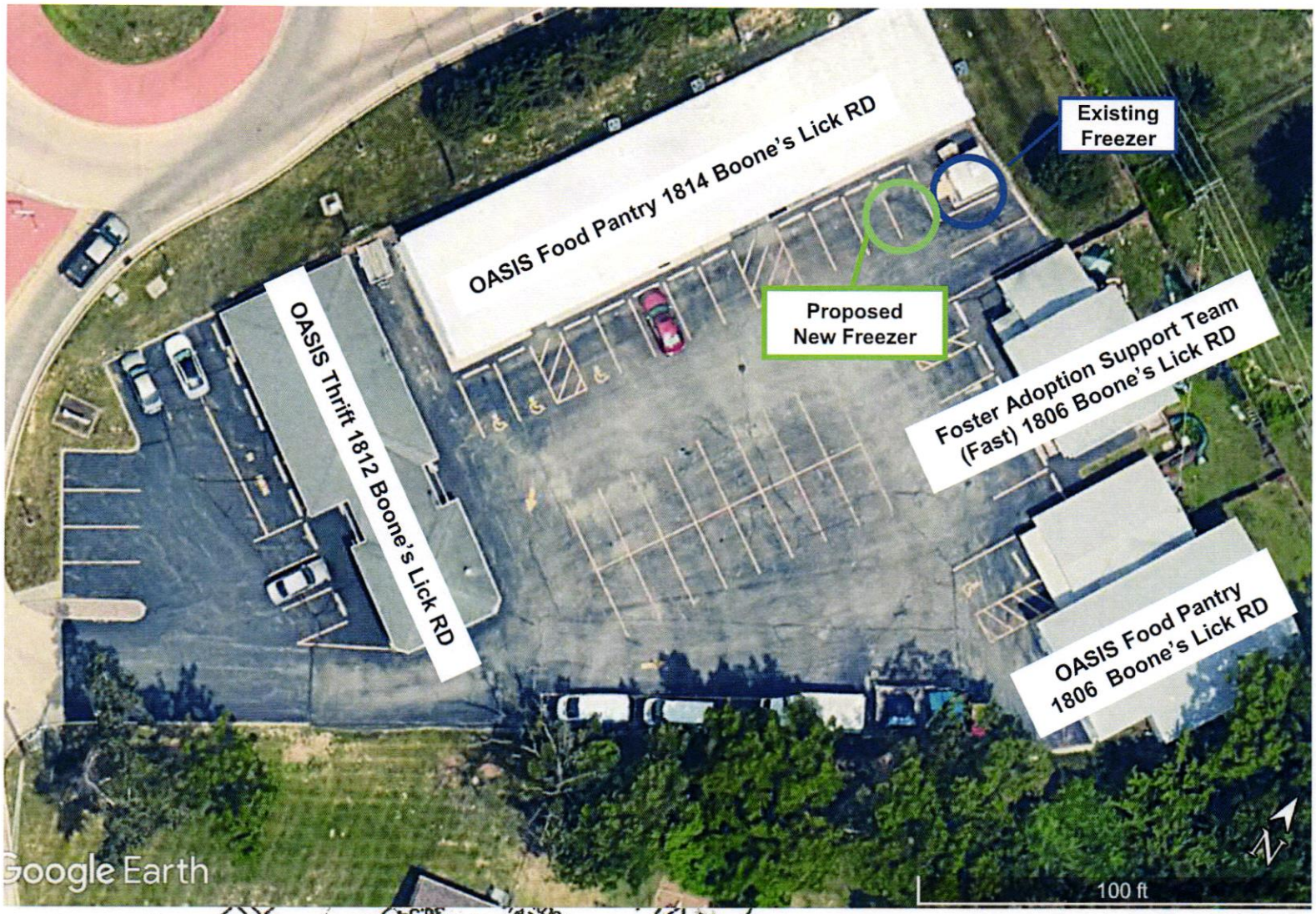
4. The existing parking lot shall be restriped prior to issuance of final occupancy. The striping shall be consistent with the existing site layout to ensure that all parking spaces are visible to customers of the thrift store and food pantry.
5. A dumpster enclosure detail shall be submitted to Community Development for review and approval prior to issuance of final occupancy. The dumpster enclosure is required to meet all screening requirements from §156.281(B)(4) (6 ft. masonry enclosure with vinyl or solid metal gates).

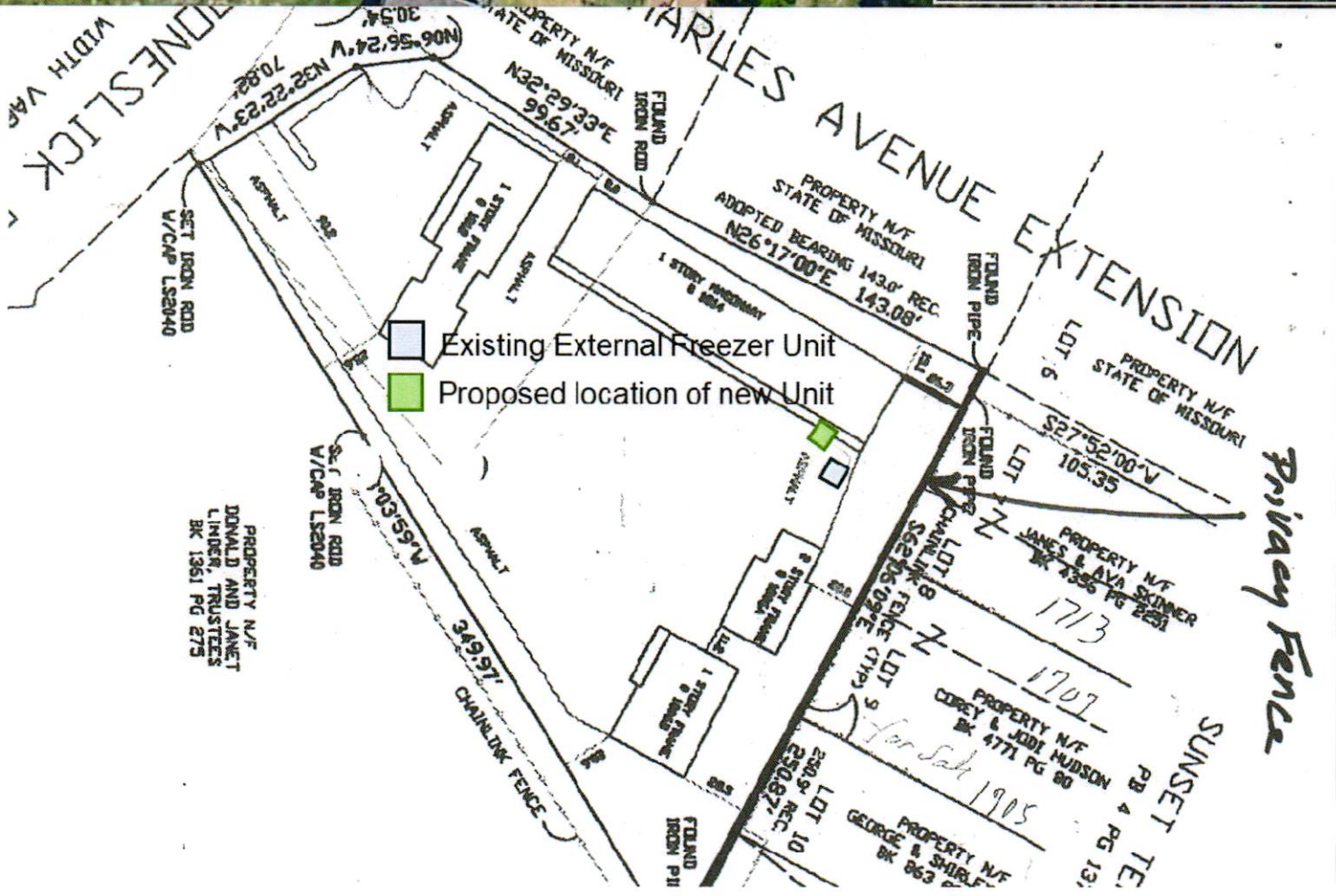
- **CU-30-09**
  - Amended conditions of CU-33-08.
    1. All conditions from the original Case No. CU-33-08 shall remain in effect with the following revision to original condition #3, "A five (5) to six (6) foot wood, scalloped fence shall be provided along the rear property line (northern line) between the subject property and the residential properties."
    2. A variance from twenty-five (25) feet to zero (0) feet shall be required for the setback reduction related to the sight-proof fence.
    3. A vinyl screen to match the new siding shall be installed along the existing A.C. units and utility boxes in order to screen the mechanical equipment from adjacent properties' view.

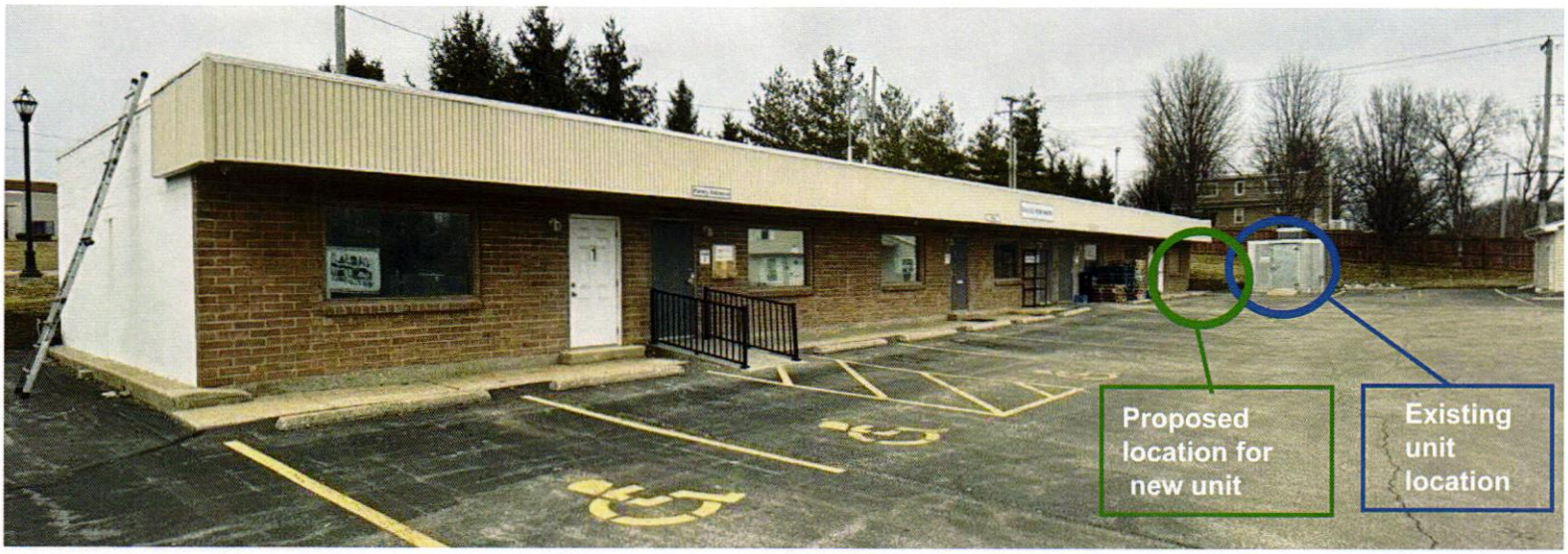
- **BOA-35-09**
  - Approved a variance to reduce the landscape buffer setback for a sight-proof fence from twenty-five (25) feet to zero (0) feet and to permit a five (5) to six (6) foot fence.

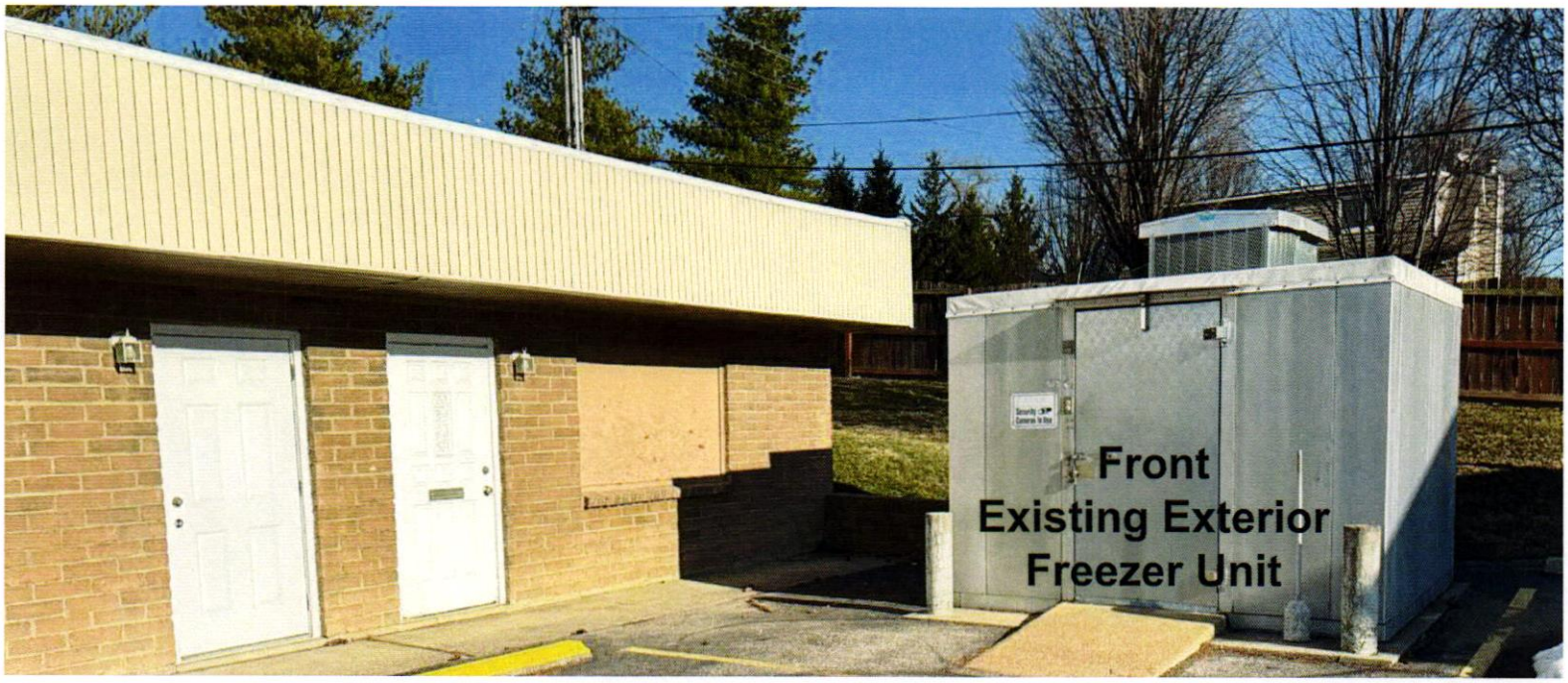
- **CU-01-11**
  - Allowed free food distribution subject to the following conditions:
    1. The conditional use permit is issued for the property at 1806 Boone's Lick Road only and is not transferable to another location.
    2. A separate sign permit is required for all proposed signage on the property.
    3. No outdoor display of merchandise is permitted.
    4. The hours of operation for the distribution of goods are listed as Saturday from 12:30 pm to 2:30 pm. Any extension of hours of operation will require a revised conditional use permit from the Planning and Zoning Commission and City Council.
    5. Non-compliance with any of the building codes, property maintenance codes, fire codes or conditions of this approval is grounds for revocation of the conditional use approval.

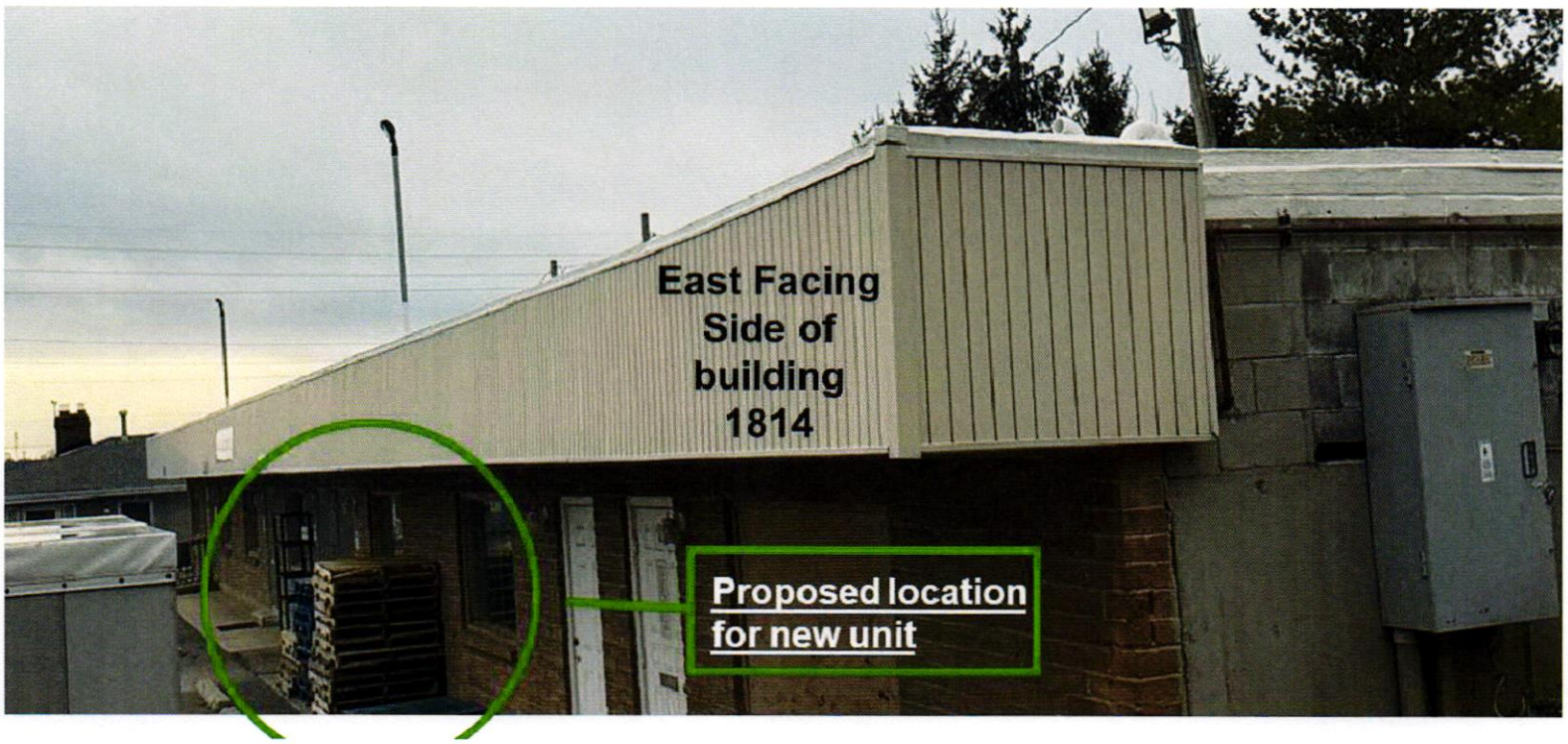
- **BOA-04-13**
  - Approved the requests to reduce the rear yard setback for a commercial structure addition adjacent to a residentially zoned property from twenty-five (25) feet to nineteen point two-five (19.25) feet.


OASIS Food Pantry 1814 Boone's Lick RD
Existing Freezer
Proposed New Freezer
OASIS Thrift 1812 Boone's Lick RD
Foster Adoption Support Team (Fast) 1806 Boone's Lick RD
OASIS Food Pantry 1806 Boone's Lick RD
Google Earth
100 ft
N

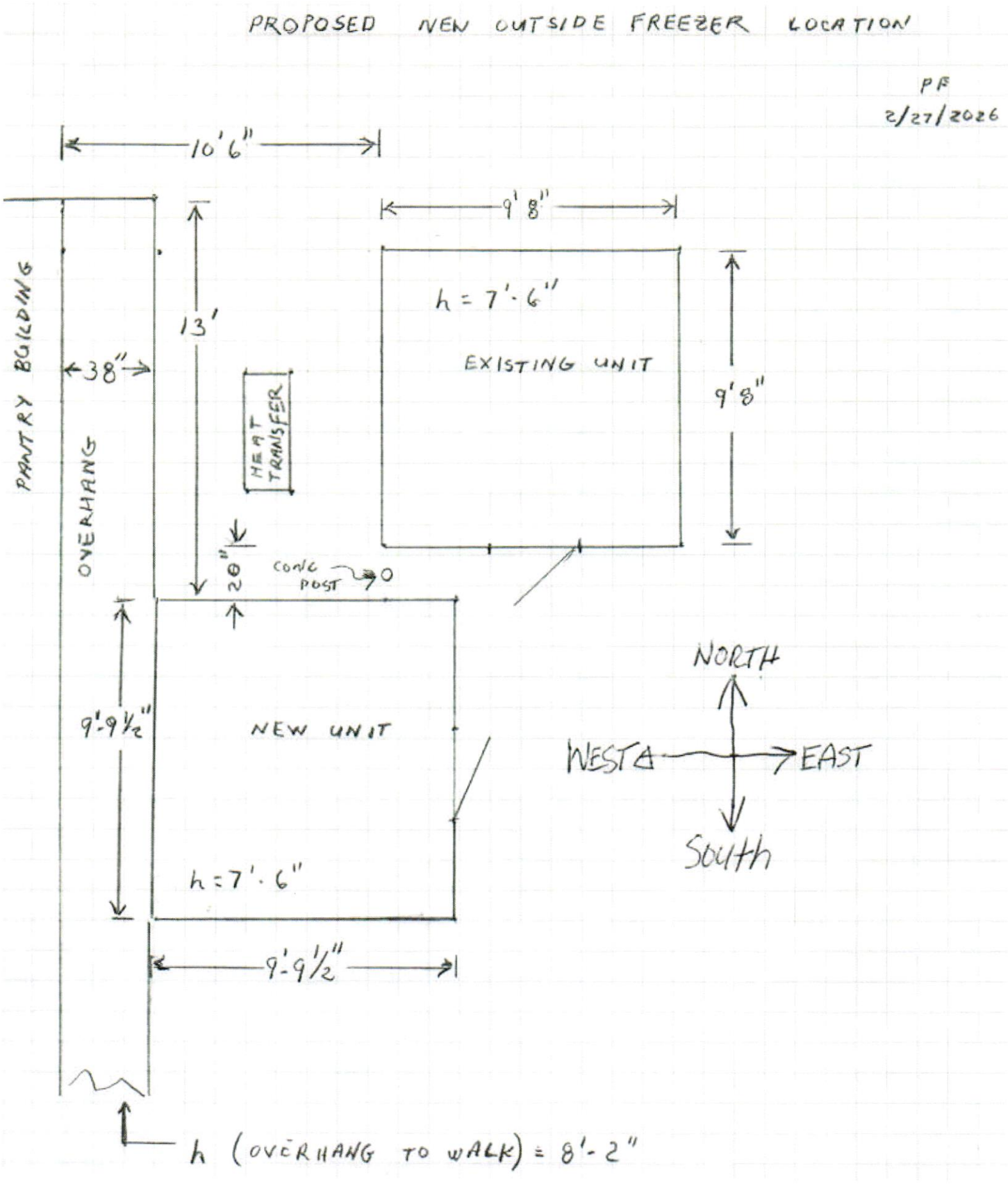

Existing External Freezer Unit
Proposed location of new Unit
PROPERTY N/F STATE OF MISSOURI
ADOPTED BEARING 143.0' REC.
N26°17'00"E 143.08'
N32°29'33"E 99.67'
N06°56'24"W 30.54'
N32°22'23"W 70.82'
FOUND IRON ROD
FOUND IRON PIPE
SET IRON ROD W/CAP LS2040
PROPERTY N/F DONALD AND JANET LINDER, TRUSTEES BK 1361 PG 275
349.97'
CHAINLINK FENCE
S27°52'00"W 105.35
PROPERTY N/F JAMES & AVA SKINNER BK 4356 PG 2251
PROPERTY N/F COREY & JODI HUDSON BK 4771 PG 80
PROPERTY N/F GEORGE & SHIRLEY
1713
1707
1905
Privacy Fence
SUNSET TE


Proposed location for new unit
Existing unit location

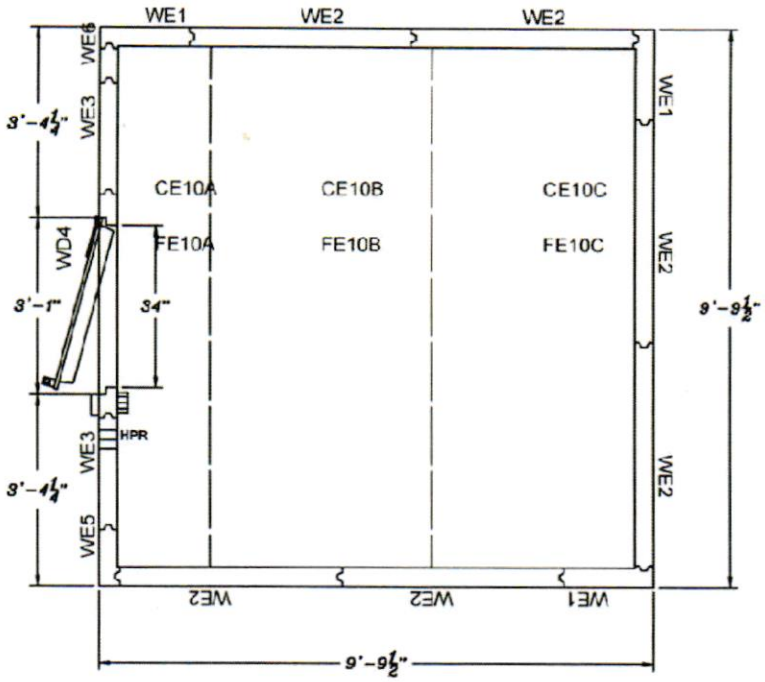

Front Existing Exterior Freezer Unit

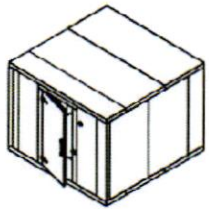

East Facing Side of building 1814
Proposed location for new unit

Layout Measurements for New OASIS Food Pantry External Freezer Unit
March 02, 2026



Manufacturer External Measurements for New OASIS Food Pantry External Freezer Unit March 02, 2026





QUOTE DRAWING
Sign below for acceptance
X_____

By signing here, you agree to our terms and conditions as outlined on www.uscooler.com/terms. Panel configuration subject to U.S. Cooler final approval. A facsimile or emailed approval of this drawing 673691-7 shall have the same force and effect as a signed original and shall, upon receipt by U.S. Cooler, be binding on both parties.

Materials:
ExtMetal:Galvalume
IntMetal:Galvalume
Foam:Extruded 4in.

Legend
Ceiling - - - - -
Floor — — —

Freezer: 9'-9 1/2" x 9'-9 1/2" x 7'-6"
Scale: 3/8"= 1'

U.S. COOLER
401 DELAWARE ST. * QUINCY, IL 62301
TEL 217.228.2421 * 800.521.2665 * FAX 217.228.2428

CUSTOMER
Bi State Refrigeration

JOB#	P.O. # / Job Ref
	/ Oasis Food Pantry
DATE	DRAWN
02/05/2026	C.G.S. 3.1
DWG REF	APV
673691-7	

To aid in packing, please indicate with an X the corner where installation will be starting.

Refrigeration Specifications

Qty	Manufacturer	Model	HP	Electrical	MCA	CmpRLA	CmpLRA	Dimensions DxWxH
Pre-assembled Remote Low Temp R454A Air Cooled Outdoor Condensing Unit								
1	Russell	RFON300L4ADA	3	208-230/1Phase/60Hz	32.3	12.8	88	28.25"x27.875"x18.75"
1	Russell	RAL0E079DDATPM		208-230/1Phase/60Hz	10.8			15.5"x43.525"x16.125"

RCA FORM (OFFICE USE ONLY)

MEETING/DATE: 5/5/2026

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-2026-08. (Jane Munyambo – Capitol Bar and Grill, LLC) An application for a Conditional Use Permit per §400.230(C)(1)(a) for Liquor Sales associated with a Restaurant use within the "C-3" Highway Business District, located at 2198 1st 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, Capitol Bar & Grill, is requesting approval for liquor sales as a conditional use associated with a permitted restaurant at 2198 1st Capitol Drive. The subject establishment was previously approved for liquor sales under CU-2024-32; however, this request reflects a change in ownership. The hours of operation are anticipated to be 9:00 a.m. to 1:30 a.m. The applicant has indicated that the establishment will serve alcohol (beer, wine, and spirits) and food, along with non-alcoholic beverages such as soft drinks.

The Planning and Zoning Commission considered this item at their April 13, 2026 meeting where the applicant addressed the Commission. There were no speakers from the public. The Commission forwarded a recommendation for approval to the City Council (10 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. [signature] Finance Dir. N/A Dir. of Admin. [signature]

CU-2026-08 Staff Recommended Conditions:

1. This conditional use permit for liquor sales associated with a restaurant use is issued to the applicant (Jane Munyambo) and business (Capitol Bar and Grill) only for the property located at 2198 First Capitol Drive and is not transferable to another location and/or tenant/business.

2. Any significant change in the operation of the business, including but not limited to expansion of the use, changes in hours, or alterations to the site, may require additional review and approval by the City.

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

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

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

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

AGENDA ITEM #11

STAFF REPORT
CONDITIONAL USE NO. CU-2026-08
LIQUOR SALES
2198 FIRST CAPITOL DRIVE

APRIL 13, 2026
BY LARA BERRY

APPLICANT:	Jane Munyambo Capitol Bar and Grill 2198 First Capitol Drive St. Charles, MO 63301
OWNER:	Plackmeyer Properties LLC /2196 1st Capitol LLC 669 Rue St. Francois Drive Florissant, MO 63031
ADDRESS/LOCATION:	2198 First Capitol Drive Ward 2
ACREAGE/SIZE:	Approx. 3,000 square feet (Tenant Space)
CURRENT ZONING:	C-3 Highway Business District
PROPOSED USE:	Liquor Sales associated with a permitted restaurant use

SUMMARY/ANALYSIS

This request is for a Conditional Use Permit for liquor sales associated with a permitted restaurant use at 2198 First Capitol Drive. The subject property is located within the C-3 Highway Business District corridor between West Clay Street and Interstate 70, within an existing multi-tenant commercial building.

The tenant space was previously approved for liquor sales associated with a restaurant use under CU-2024-32 for Capitol Bar and Grill. This request reflects a change in ownership of the business; however, the business name and general operations will remain the same. All other aspects of the operation, including the nature of the use, hours of operation, and service model, are expected to remain substantially consistent with the previous approval.

A restaurant use is permitted by right at this location; however, liquor sales associated with a restaurant require approval of a Conditional Use Permit. This request is limited specifically to liquor sales and does not apply to the restaurant use itself or any other permitted uses on the property.

The subject tenant space consists of approximately 3,000 square feet and includes a main floor, lower level, and a small outdoor patio area. No significant changes to the layout or intensity of the space are proposed at this time.

Based on the submitted business information, the hours of operation are anticipated to be 9:00 a.m. to 1:30 a.m. The applicant has indicated that the establishment will serve alcohol (beer, wine, and spirits) and food, along with non-alcoholic beverages such as soft drinks. A full menu has been provided by the applicant and is included in the Commission packet for review. The business will continue to offer typical bar and grill menu items, including appetizers, sandwiches, burgers, and pizza. In addition, the establishment intends to host live entertainment activities such as karaoke and music bingo.

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.

The subject property is located between Activity Center #3 (Lindenwood University) and Activity Center #8 (I-70/Hwy 94 Interchange), both of which are characterized by a mix of commercial activity, transportation access, and higher levels of intensity. The continuation of liquor sales associated with an existing restaurant use represents a commercial activity consistent with the established development pattern along the First Capitol Drive corridor. Given the site's location within an established commercial area and the continuation of a previously approved use, the proposal remains compatible with surrounding land uses and aligns with the intent of the Comprehensive Plan.

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 permitted by right due to the potential for incompatibility if not appropriately located or conditioned. In this case, the request reflects the continuation of a previously approved conditional use within an established commercial corridor. The subject property is located between Activity Centers #3 and #8,

where the scale and intensity of development support this type of use. As proposed, and with appropriate conditions, the use can operate in harmony with the Comprehensive Plan and applicable regulations.

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.

As the request involves the continuation of an existing approved use with no significant changes to operations or site layout, no new adverse impacts are anticipated. The use is expected to operate in a manner consistent with prior approvals and in compliance with applicable City regulations.

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

The proposed use maintains consistency with surrounding commercial land uses along the First Capitol Drive corridor. The continuation of the existing restaurant and liquor sales use is not expected to alter the character of the area or create incompatibilities with nearby properties.

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.

The site is served by existing infrastructure and public services. Review by Community Development, Finance, and Fire Departments identified no outstanding concerns.

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.

The continuation of an active commercial use within an existing tenant space supports economic activity and prevents vacancy within the corridor. Given that no expansion or intensification of the use is proposed, staff finds that any potential impacts remain minimal and are outweighed by the public benefit.

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 liquor sales associated with a permitted restaurant use subject to the following conditions:

1. This conditional use permit for liquor sales associated with a restaurant use is issued to the applicant (Jane Munyambo) and business (Capitol Bar and Grill) only for the property located at 2198 First Capitol Drive and is not transferable to another location and/or tenant/business.

2. Any significant change in the operation of the business, including but not limited to expansion of the use, changes in hours, or alterations to the site, may require additional review and approval by the City.

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

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

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

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

Recommended Motion:

Motion to forward application CU-2024-32 to the City Council with a favorable recommendation, subject to the conditions recommended by staff.

Figure 1: Aerial Photo of the Subject Site.

CAPITOL BAR & GRILL 2025

BURGERS & SANDWICHES

SERVED WITH FRIES OR SLAW
SUBSTITUTE ONION RINGS OR TOTS $2.50

DOUBLE SMASH BURGER 11.99
AMERICAN, CHEDDAR OR SWISS CHEESE
ADD BACON $2.50

WESTERN BURGER 14.99
TWO SMASH PATTIES, CHEDDAR CHEESE, BBQ SAUCE, ONION STRAWS, BACON

HANGOVER BURGER 13.49
TWO SMASH PATTIES, CHEDDAR CHEESE, BACON, FRIED EGG, HANGOVER SAUCE

FRISCO MELT 12.59
TWO SMASH PATTIES, CARAMELIZED ONIONS, SWISS AND AMERICAN, 1000, SOURDOUGH

FRIED CHICKEN SANDWICH 12.99
SWISS CHEESE, CHIPOTLE MAYO, PICKLE
TRY IT BUFFALO STYLE

BBQ PULLED PORK 12.99
BBQ SAUCE, ONION STRAWS, COLE SLAW

PHILLY CHEESE STEAK 12.99
PROVOLONE CHEESE, ONION, GREEN PEPPERS GRILLED HOAGIE ROLL

CHICKEN CHEESE STEAK 12.99

SIDES

FRIES	5.29
TATER TOTS	5.29
ONION RINGS	6.29
COLE SLAW	4.29
POTATO SALAD	4.29

APPETIZERS

TOASTED RAVIOLI	9.29
PRETZEL BITES	9.29
GARLIC PARM PRETZELS	10.29
MINI TACOS	9.29
MOZZARELLA STICKS	9.29
CHICKEN TENDERS	9.29
MAC N CHEESE BITES	9.29
POTATO SKINS	10.29
BUFFALO CHICKEN FRIES	12.99

NACHOS

PULLED PORK 12.49
BBQ SAUCE, JALEPENO, ONION, QUESO

TACO BEEF OR CHICKEN 12.49
QUESO, TOMATO, JALENPENO, ONION, LETTUCE, SOUR CREAM, SALSA

CHIPS AND SALSA 5.99
ADD QUESO $0.50

WINGS

1 LB. FRIED JUMBO WINGS 12.99
HOT, MILD, GARLIC PARM, BBQ, SWEET CHILI

SALAD / WRAP

WRAPS ADD $2 AND COME WITH FRIES OR POTATO SALAD

HOUSE / VEGGIE 8.49
LETTUCE, ONION, TOMATO, MIX CHEESE, CROUTONS, CHOICE OF DRESSING

CHICKEN CAESAR 10.99
ROMAINE, PARMESAN, CROUTONS, CAESAR

CRISPY OR GRILLED CHICKEN 11.49
LETTUCE, CHEESE, TOMATO, BACON, DRESSING OF CHOICE, BUFFALO SAUCE UPON REQUEST

2198 FIRST CAPITOL DRIVE
ST. CHARLES, MO 63301

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 5/5/2026
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☑ Resolution ☐ Ordinance ☐

Bill # N/A

Request for Council Action

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

Description:
LIQUOR LICENSE APPLICATION PUBLIC HEARING NOTICE

Case No. LL-2026-10
Applicant: Jane Munyambo d/b/a Capital Bar and Grill, LLC at 2198 1st Capitol Dr.
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 Jane Munyambo for the grant of a liquor license for Capital Bar and Grill LLC, St Charles, located at 2198 1st Capitol Dr. The license applied for is the sale of alcoholic beverages at retail by the drink for consumption on the premises where sold, of all kins of alcoholic beverages, including the sale of alcoholic beverages in the original package. Also to sell same on Sunday during hours allowed by the laws of the State of Missouri.

Staff Recommendation: Approved.

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

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

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

Docusign Envelope ID: 24B50D3D-F892-43C1-8F62-CB6FABBB9936

04/17/2026

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: ***Jane Munyambo***
d/b/a: ***Capital Bar and Grill***
Location: ***2198 1st Capitol Dr***

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

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

Police Department:

☒ Approved Signature: DocuSigned by: George Grove 1759E0E5CF864AD Date: 4/17/2026

☐ Not Approved Reason(s): _____

_____

_____

_____

_____

Docusign Envelope ID: 24B50D3D-F892-43C1-8F62-CB6FABBB9936

04/17/2026

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: ***Jane Munyambo***
d/b/a: ***Capital Bar and Grill***
Location: ***2198 1st Capitol Dr***

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-3 Historic Preservation District N.A. Occupancy Permit yes

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

Conditions of Approval _____

_____

Reason(s) for denial: _____

_____

Signature: DocuSigned by: John Boyer Date: 4/23/2026

Finance Department

☒ **Approved** Signature: DocuSigned by: Jennifer O'Connor Date: 4/23/2026

☐ **Not Approved** Reason(s): _____

Docusign Envelope ID: 24B50D3D-F892-43C1-8F62-CB6FABBB9936

04/17/2026

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: ***Jane Munyambo***
d/b/a: ***Capital Bar and Grill***
Location: ***2198 1st Capitol Dr***

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

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

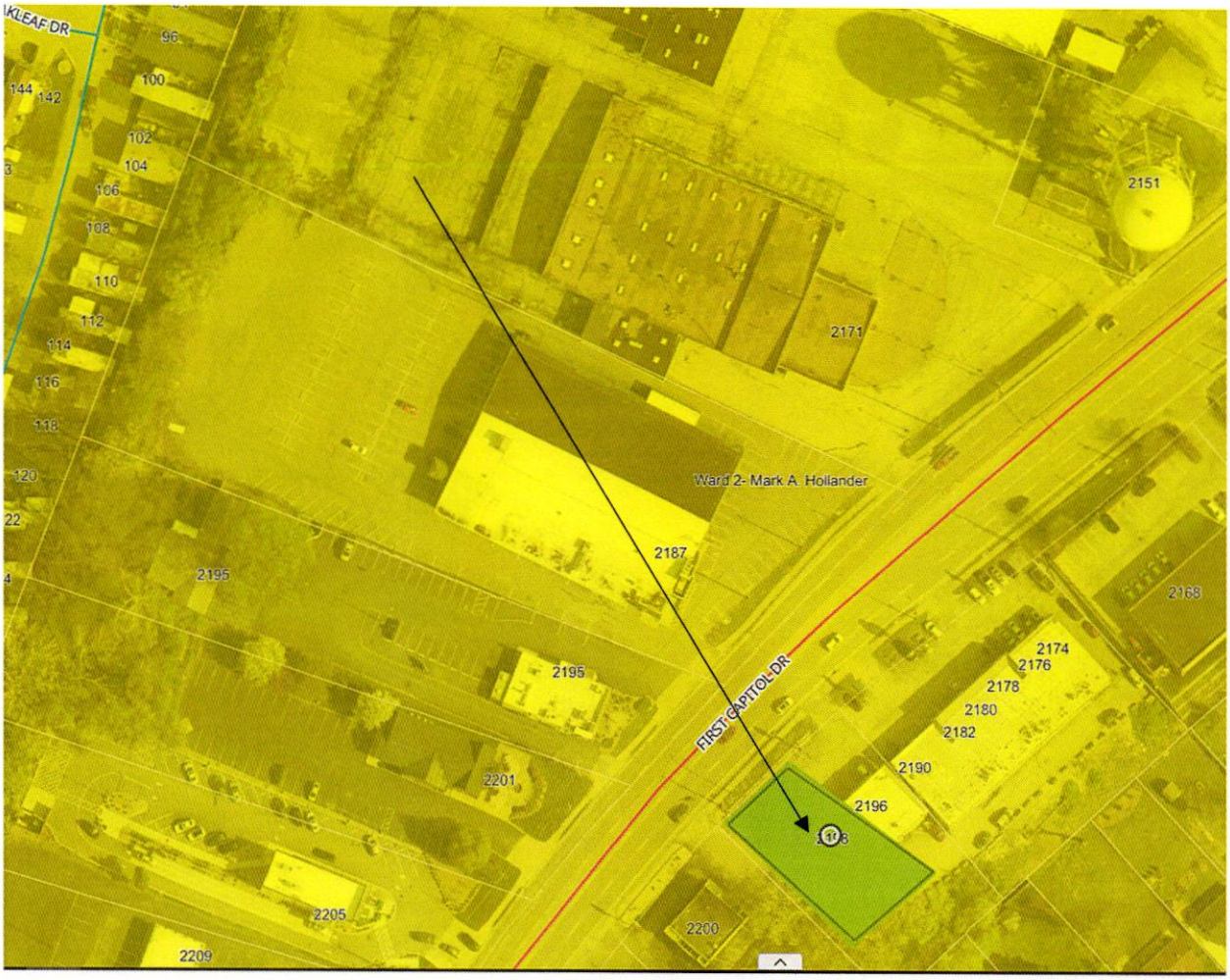
Fire Department

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

Conditions of Approval: _____

Reason(s) for denial: _____

Signature: Signed by: Joe Graziani _____ Date: 4/17/2026



PROPERTY

2198 1ST CAPITAL DR

JANE MUNYAMBO

WARD 2 – MARK HOLLANDER

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 5/5/2026
Regular ☒ Special ☐ Work Session ☐
ATTACHMENT: YES ☒ NO ☐
Report ☒ Resolution ☐ Ordinance ☐

Bill # N/A

Request for Council Action

Ward(s): 5 **Sponsor(s):** N/A

Description:
Case No. CU-2026-09. (Travis Miller – Brazen Auto LLC) An application for a Conditional Use Permit per § 400.220(C)(1)(c) for Motor Vehicle Sales within the "C-2" General Business District, located at 2600 S Old Highway 94. The subject property is located in Ward 5.

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

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

Summary:
The applicant, Brazen Auto, is requesting approval of a Conditional Use Permit for a motor vehicle sales use at 2600 S. Old Highway 94. The applicant has indicated that hours of operation will be Monday through Saturday until approximately 5:00 PM. As part of the proposed operation, a minimum of ten (10) inventory vehicles is anticipated on-site at any given time.

The Planning and Zoning Commission considered this item at their April 13, 2026 meeting where the applicant addressed the Commission. There were no speakers from the public. The Commission forwarded a recommendation for approval to the City Council (10 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.

CU-2026-09 Staff Recommended Conditions:

1. This Conditional Use Permit shall be issued to the applicant (Travis Miller) for Brazen Auto located at 2600 S. Old Highway 94 and shall not be transferable to another location or tenant.

2. The business shall remain consistent with the operation as presented in the application materials. Any expansion, change in ownership, or operation shall be subject to City review to determine whether further approvals are required.

3. Inventory/display vehicles shall be limited to striped and designated parking spaces on the subject property and shall not exceed the number of available striped spaces after required employee and customer parking spaces are maintained.

4. There shall be a minimum of eight (8) parking spaces maintained for employee and customer use, independent of the inventory/display vehicle spaces.

5. All vehicles on site must be in operable condition. The parking or storage of derelict, inoperable, or dismantled vehicles is prohibited.

6. All vehicles, whether inventory, employee, or customer vehicles, shall be parked within striped parking spaces. Drive aisles shall be maintained with a minimum width of fifteen (15) feet and kept clear at all times to support safe and functional one-way traffic circulation.

7. Outdoor storage of tires, automotive parts, used oil, or other materials associated with vehicle maintenance or cleaning is prohibited.

8. No balloons, pennants, streamers, flags, inflatable figures, or banners may be used on the property unless specifically permitted by the City's Sign Code. All signage shall comply with the City's Sign Code and be installed with the appropriate permits.

9. Non-compliance with applicable building codes, property maintenance codes, fire codes, or conditions of approval may result in enforcement action, including revocation of the Conditional Use Permit.

AGENDA ITEM #12

STAFF REPORT
CONDITIONAL USE NO. CU-2026-09
MOTOR VEHICLE SALES
2600 S. OLD HIGHWAY 94

APRIL 13, 2026
BY LARA BERRY

APPLICANT:	Travis Miller - Brazen Auto 500 Jungermann, Suite 202 St. Peters, Missouri 63376
OWNER:	Scott St. John – Hwy 94 Investments 4517 Towne Court St. Peters, Missouri 63304
ADDRESS/LOCATION:	2600 S. Old Highway 94 Ward 5
LOT/TENANT SIZE:	1.07 Acres (Overall Lot) Approx. 2,200 Square Feet (Tenant's Building) Approx. 17,500 Square Feet (Tenant's Lot)
CURRENT ZONING:	C-2 General Business District
PROPOSED USE:	Motor Vehicle Sales

SUMMARY/ANALYSIS

The applicant, Brazen Auto, is requesting approval of a Conditional Use Permit for a motor vehicle sales use at 2600 S. Old Highway 94. The subject property is located within the C-2 General Business District, where motor vehicle sales are permitted as a conditional use.

The portion of the property associated with this application is located at the southwest end of the overall lot, nearest to Highway 364, and consists of approximately 17,500 square feet of leased area within a multi-tenant commercial building. The applicant intends to operate a used motor vehicle sales business offering "used, affordable, yet dependable automobiles." The business will utilize the existing tenant space, including service bays, for vehicle display and related operations.

The applicant has indicated hours of operation will be Monday through Saturday until approximately 5:00 PM. As part of the proposed operation, a minimum of ten (10) inventory vehicles is anticipated on-site at any given time. The existing site contains twenty-two (22) striped parking spaces along the S. Old Highway 94 frontage. Additional unstriped areas are present along the Highway 364 frontage that could accommodate additional vehicles; however, these areas are not currently designated with striped parking stalls.

Based on the City's zoning code parking requirements, motor vehicle sales operations require one (1) parking space per 300 square feet of floor area, with a minimum of two (2) spaces. Based on the tenant space of approximately 2,200 square feet, a minimum of eight (8) parking spaces is required. The applicant's proposed use meets and exceeds the minimum parking requirement.

The applicant is not proposing any exterior modifications to the site, including changes to the building, parking lot layout, or circulation pattern. Vehicle inventory will be displayed on-site within the existing paved areas as depicted in the submitted materials.

Figure 1 below illustrates the general area proposed for inventory display, employee/customer parking, and loading/unloading activities.

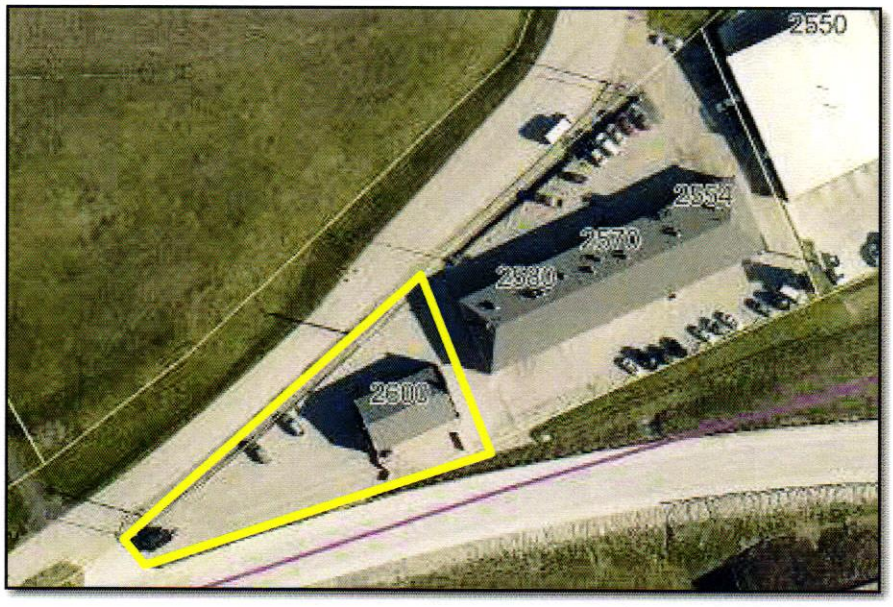


Figure 1: Subject business's designated area.

Area Development

The subject property is located within an established commercial corridor along Highway 364 and Old Highway 94 and is part of a multi-tenant commercial development designed to accommodate a mix of service and retail-oriented uses, including vehicle-related uses. The surrounding properties are predominantly non-residential in nature, with commercial and industrial uses in the immediate vicinity.

The nearest residentially-zoned development is the Oakleigh Park Subdivision, located approximately 300 feet to the north of the subject property. The existing commercial development pattern and separation from residential uses help buffer potential impacts associated with the proposed motor vehicle sales operation. (See Figure 2 on the next page.)

Figure 2: Area development map.

Consistency with Comprehensive Plan

The City of St. Charles Comprehensive Plan, adopted in 2002 and updated in 2026, recommends that land use decisions be guided by a project's location and its compatibility with surrounding development. The plan identifies Activity Centers as focal points for higher intensity development and emphasizes that surrounding land uses should transition in intensity, density, and activity levels as distance from these centers increases.

The subject property is located nearest to Activity Center #10 (Hwy 364/Hwy 94/Muegge Road Interchange), an area characterized by regional accessibility, higher traffic volumes, and a concentration of commercial and service-oriented uses. The proposed motor vehicle sales use is consistent with this context and reflects a commercial use compatible with the scale and intensity of surrounding development.

Given the site's location within an established commercial corridor, its proximity to a major interchange, and its placement within a multi-tenant commercial building, the proposed use is consistent with the intent of the Comprehensive Plan and aligns with the expected pattern of development in this area.

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 permitted by right due to the potential for incompatibility if not appropriately located or conditioned. In this case, the proposal is located within an established commercial corridor near Activity Center #10 (Hwy 364/Hwy 94/Muegge Road Interchange), where the scale and intensity of development support this type of use. The proposed motor vehicle sales operation is consistent with surrounding commercial uses and, with appropriate conditions, can operate in harmony with the Comprehensive Plan and applicable regulations.

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 use and site conditions, the operation is not anticipated to result in a substantial or undue adverse impact on surrounding properties. The use will occur within an existing commercial site with no proposed structural or site modifications. Impacts associated with vehicle display and customer activity are consistent with surrounding uses and can be mitigated through compliance with applicable regulations and the recommended conditions of approval.

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

The proposed use maintains consistency with surrounding commercial land uses along the Highway 364 corridor. The scale and nature of the motor vehicle sales operation align with existing development patterns and are not expected to negatively impact nearby properties or the overall character of 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.

The site is served by existing infrastructure and public services, including access from S. Old Highway 94 and proximity to Highway 364. Review by Community Development, Finance, and Fire Departments identified no outstanding concerns, and the proposed use is not expected to impose an undue burden on public services.

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.

The proposed use supports economic activity within an existing commercial site and promotes the utilization of an established tenant space. With the recommended conditions in place, staff finds that any potential impacts are mitigated and that the public benefits outweigh any anticipated adverse effects.

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 and site plan in the recommendations.

STAFF RECOMMENDATION

Staff believes this conditional use permit for a Motor Vehicle Sales use can operate in conformance with City requirements and is compatible with surrounding land uses. The proposed use should not conflict with existing land uses and is compatible with the current use intensity within the area. Staff recommends **approval** of the proposed conditional use subject to the following conditions:

1. This Conditional Use Permit shall be issued to the applicant (Travis Miller) for Brazen Auto located at 2600 S. Old Highway 94 and shall not be transferable to another location or tenant.

2. The business shall remain consistent with the operation as presented in the application materials. Any expansion, change in ownership, or operation shall be subject to City review to determine whether further approvals are required.

3. Inventory/display vehicles shall be limited to striped and designated parking spaces on the subject property and shall not exceed the number of available striped spaces after required employee and customer parking spaces are maintained.

4. There shall be a minimum of eight (8) parking spaces maintained for employee and customer use, independent of the inventory/display vehicle spaces.

5. All vehicles on site must be in operable condition. The parking or storage of derelict, inoperable, or dismantled vehicles is prohibited.

6. All vehicles, whether inventory, employee, or customer vehicles, shall be parked within striped parking spaces. Drive aisles shall be maintained with a minimum width of fifteen (15) feet and kept clear at all times to support safe and functional one-way traffic circulation.

7. Outdoor storage of tires, automotive parts, used oil, or other materials associated with vehicle maintenance or cleaning is prohibited.

8. No balloons, pennants, streamers, flags, inflatable figures, or banners may be used on the property unless specifically permitted by the City's Sign Code. All signage shall comply with the City's Sign Code and be installed with the appropriate permits.

9. Non-compliance with applicable building codes, property maintenance codes, fire codes, or conditions of approval may result in enforcement action, including revocation of the Conditional Use Permit.

Recommended Motion:

Motion to forward application CU-2026-09 to the City Council with a favorable recommendation, subject to the conditions recommended by staff.

Figure 3: Aerial of subject property.

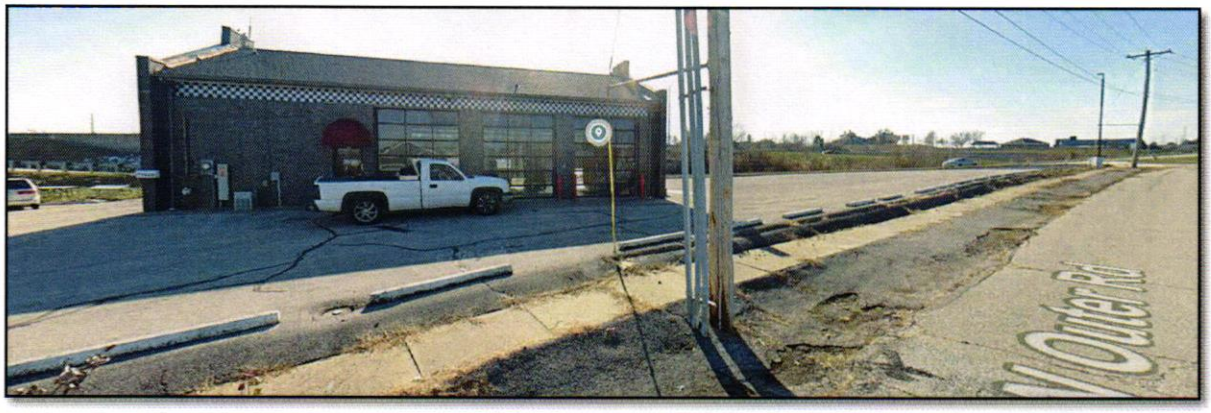


Figure 4: Street view of the subject property.

Lara Berry

From: [redacted]
Sent: Thursday, April 2, 2026 1:37 PM
To: Lara Berry
Subject: Re: CU-2026-09 Staff Comments
Attachments: Scan_20260306.pdf

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

The business will be an auto dealership under Brazen Auto.

We will have a minimum of 10 parking slots.

We will only sale used affordable yet dependable automobiles.

We will operate Monday through Saturday to 5.

2. There will be no improvements

3. Minimum of 10

4. No

5. No

6. Ok

7. All vehicles will be operable

8. I will submit this by phone.

9. The landlord has agreed to restripe the parking lot.

Thank you and nice meeting you

Travis Miller
BRAZEN AUTO
[redacted]

On Sat, Mar 28, 2026, 3:01 PM Lara Berry [redacted] wrote:

> Good afternoon,

Please review the attached staff comment letter regarding the Conditional Use Permit application for 2600 S. Old Hwy 94. A response letter and resubmittal must be received by the Department of Community Development by noon on Friday, April 3, 2026 in order to remain on schedule for the projected April 13, 2026 Planning & Zoning Commission meeting. Once staff has reviewed the resubmittal and determined all items have been sufficiently addressed, staff will confirm a Planning and Zoning Commission agenda date.

Thank you,

Lara Berry

Planner

Department of Community Development

200 North Second Street

City of St. Charles, MO 63301

Direct Phone: 636.949.3230

RCA FORM (OFFICE USE ONLY) **Bill #** 14084

MEETING/DATE: 5/5/2026

Regular ☒ Special ☐ Work Session ☐

ATTACHMENT: YES ☒ NO ☐

Report ☒ Resolution ☐ Ordinance ☒

Request for Council Action

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

Description:

Case No. Z-2026-07. (Common Pathway Holding LLC – Paul Dinkins) An application to rezone an approximately 33,155 square feet tract of land located at 3516 Shire Lane within The New Town at St. Charles development from "CS/PD-MU" Civic Space within the Planned Development Mixed- Use District to "T-2/PD-MU" Transect Zone 2 within the Planned Development Mixed-Use District for a proposed Inn. 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 City has received a rezoning application from Common Pathway Holding LLC for 3516 Shire Lane in New Town at St. Charles. The applicant proposes to rezone a portion of the property, commonly known as Glenmark Farm, from CS/PD-MU (Civic Space within the Planned Development Mixed Use District) to T2/PD-MU (Transect Zone 2 within the Planned Development Mixed Use District) to allow operation of an inn within the existing residential structure. The subject property is located within the New Town PD-MU district, where development is organized into transect zones. The remainder of the Farm property currently operates as an event venue and is proposed to continue operating as such. Under the existing CS designation, an inn is only permitted as an accessory use and cannot operate independently. The requested T2 zoning would allow an inn of up to twelve (12) guest rooms by right.

The Planning and Zoning Commission considered this item at their April 13, 2026 meeting where the applicant and property owner addressed the Commission. There were no public speakers during this application. The Commission forwarded a recommendation for approval to the City Council (10 in favor, 0 opposed).

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

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

AGENDA ITEM #6

STAFF REPORT
REZONING CASE NO. Z-2026-07
3516 SHIRE LANE

APRIL 13, 2026
BY MADELYN P. BROWN

APPLICANT/OWNER: Common Pathway Holding LLC – Paul Dinkins
3324 Rue Royale Street
St. Charles, MO 63301

ADDRESS/LOCATION: 3516 Shire Lane
Ward 8

LOT SIZE: 0.76 acres (33,155 square feet) tract of land

EXISTING ZONING: CS/PD-MU Civic Space within the Planned Development Mixed Use District

REQUESTED ZONING: T2/PD-MU Transect Zone 2 within the Planned Development Mixed Use District

SURROUNDING ZONING:

Direction	Zoning	Use
North	CS/PD-MU	Common Ground
South	CS/PD-MU	Common Ground
East	T-4/PD-MU	Residential
West	CS/PD-MU	Event Venue

SUMMARY

The City has received a rezoning application from Common Pathway Holding LLC for the property located at 3516 Shire Lane, within the New Town at St. Charles development. The applicant is requesting to rezone the property from CS/PD-MU (Civic Space within the Planned Development Mixed Use District) to T2/PD-MU (Transect Zone 2 within the Planned Development Mixed Use District) for the purpose of operating an inn within the existing residential structure on site.

The subject property, commonly known as Glenmark Farm, currently operates as an event venue and is proposed to continue operating as such. However, under the existing Civic Space (CS) designation, an inn is only permitted as an accessory use and cannot operate independently. The requested T2 zoning would allow an inn of up to twelve (12) guest rooms by right, providing greater flexibility for the property's use.

Figure 1: Aerial Photo of the Subject Property.

BACKGROUND

New Town Transect Zones

The subject property is located within New Town at St. Charles, which is entirely zoned Planned Development Mixed Use (PD-MU). Within this district, development is further organized into transect zones, a New Urbanism-based zoning system that regulates land use and development form along a continuum from rural to urban intensity. These zones range from T1 (Rural Preserve) to T6 (Urban Core) (see Figure 2, below). In addition to the transect zones, Civic Space (CS) serves as a separate designation intended for common ground and community-oriented open space within the development.

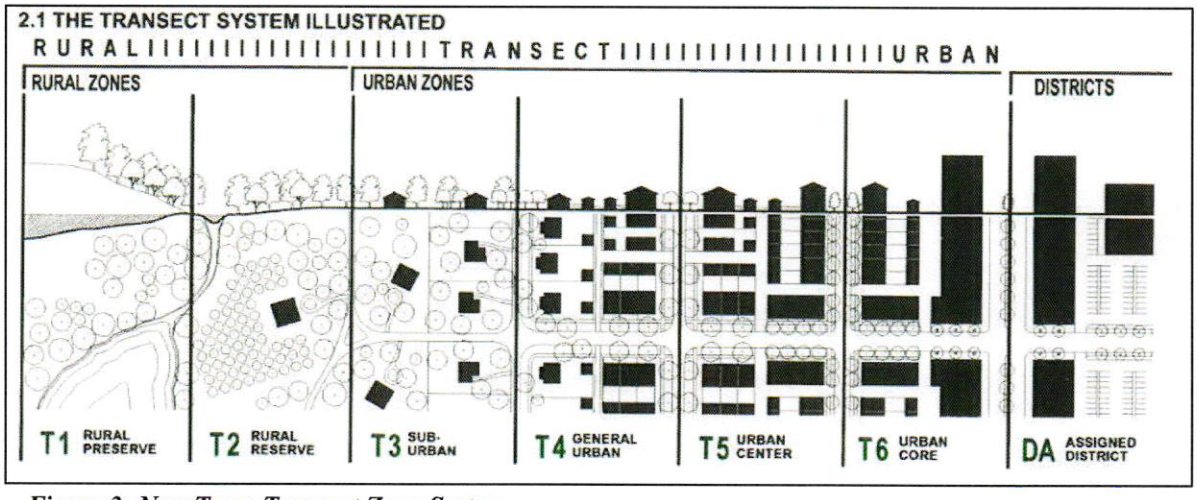


Figure 2: New Town Transect Zone System.

Property History

The subject property, commonly known as Glenmark Farm, has historically functioned as both an agricultural property and an event venue amenity for New Town residents. The existing structure at 3516 Shire Lane was previously occupied by the Glenmark family. The property was recently acquired by Common Pathway Holding LLC, which intends to continue operating the event venue while introducing an inn to provide on-site accommodations.

ANALYSIS

Figure 3, below, illustrates the surrounding transect zone designations of the subject parcel. Civic Space is assigned to the parcels located directly to the north, south, and west with the T4 located directly to the east and properties surrounding the greater area.

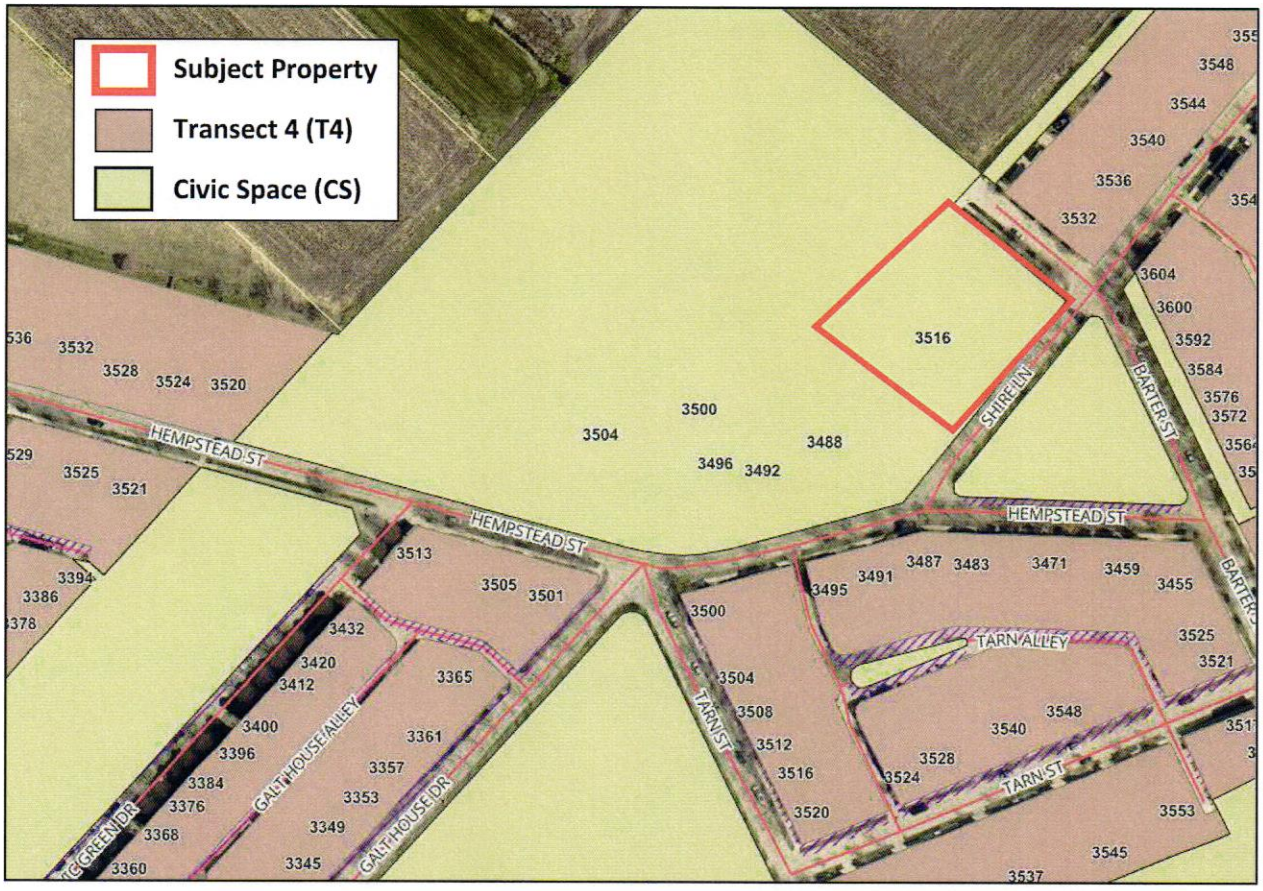


Figure 3: Area zoning and subject parcels for proposed rezoning.

While T2 is not present in the immediate vicinity of the subject parcel, staff finds the requested transect zone designation to be appropriate. As discussed above in the "Background" section, the transect zone system operates on a scale from Rural Preserve to Urban Core. T2 has been titled Rural Preserve, and is intended to accommodate low intensity uses and low density development per the New Town Regulating Plan.

Given the context of 3516 Shire Lane (adjacent to agricultural land and open areas, and as part of the Glenmark Farm property), the T2 designation is consistent with the existing character of the site and surrounding area, and is therefore appropriate for the subject parcel.

T2 Land Uses

Despite this approval being specific to the inn use, all uses of the T2 transect zone would be applicable at this location if this rezoning were to be approved. The uses specific to the T2 district are listed in the chart, below (proposed land use is highlighted for convenience).

Permitted Uses	Conditional Uses
Estate House	Temporary Tent
Accessory Unity	
Inn (up to 12 rooms)	
Open-Market Building	
Outdoor Auditorium	
Playground	
Fountain or Public Art	
Fitness Center/Neighborhood Pool	
Child Care Center	
Rest Stop	
Roadside Stand	
Grain Storage	
Live Stock Pen	
Greenhouse	
Stable	
Kennel	

Table 1:T2 Transect Zone Uses (highlighted is the intended land use)

Based on a review of the permitted and conditional land uses within the T2 transect zone, as well as the zoning designations of the surrounding area, the proposed rezoning is considered appropriate. While T4 is more prevalent in the general vicinity, it allows for a broader range of uses (many of which are also permitted in T2) and accommodates higher-intensity development, which would be no more appropriate than the requested transect zone.

The proposed T2 designation represents a lower-intensity classification and would not introduce uses that are incompatible with the existing character of the area. As such, the requested rezoning is not anticipated to negatively impact the surrounding area. .

COMPLIANCE WITH THE COMPREHENSIVE PLAN

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

The subject property is located closest to Activity Center # 20 (New Town Sub-District). This Activity Center, and more specifically the New Town development, is intended to support a mixed-use urban environment, with a broad spectrum of residential and commercial uses.

The proposed rezoning to T2 aligns with the Activity Center objectives by permitting a mix of uses, such as the proposed inn use and other permitted uses in the T2 zoning, and providing a community amenity within the residential surroundings. Additionally, the T2 (Rural Preserve) zoning is appropriate due to the subject property's adjacency to the outer boundaries of New Town and the nearby agricultural properties.

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

STAFF RECOMMENDATION

After review of the rezoning request and area development patterns within New Town at St. Charles, staff believes the requested rezoning is justified. The Department of Community Development recommends that the rezoning request be forwarded to the City Council with a favorable recommendation.

Recommended Motion:

Motion to forward application Z-2026-07, to the City Council with a favorable recommendation as submitted.

3516 Shire Lane Inn

PROPOSED ADJUSTED LOT A OF NEW TOWN BAP 12, ALSO BEING PART OF U.S. SURVEYS 221 THROUGH 225 OF THE ST. CHARLES COMMON FIELDS, TOWNSHIP 47 NORTH, RANGE 5 EAST ST. CHARLES COUNTY, MISSOURI

PARKING EXHIBIT

NORTH

GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft.

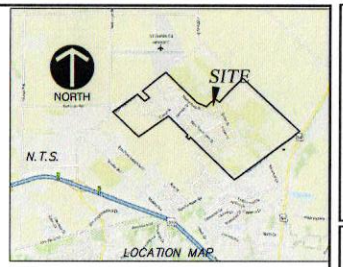
PARKING CALCULATIONS:
PER NEW TOWN CODE E SECTION 2.5 MIXED-FUNCTION PARKING STANDARDS: REQUIRED PARKING T2 LODGING

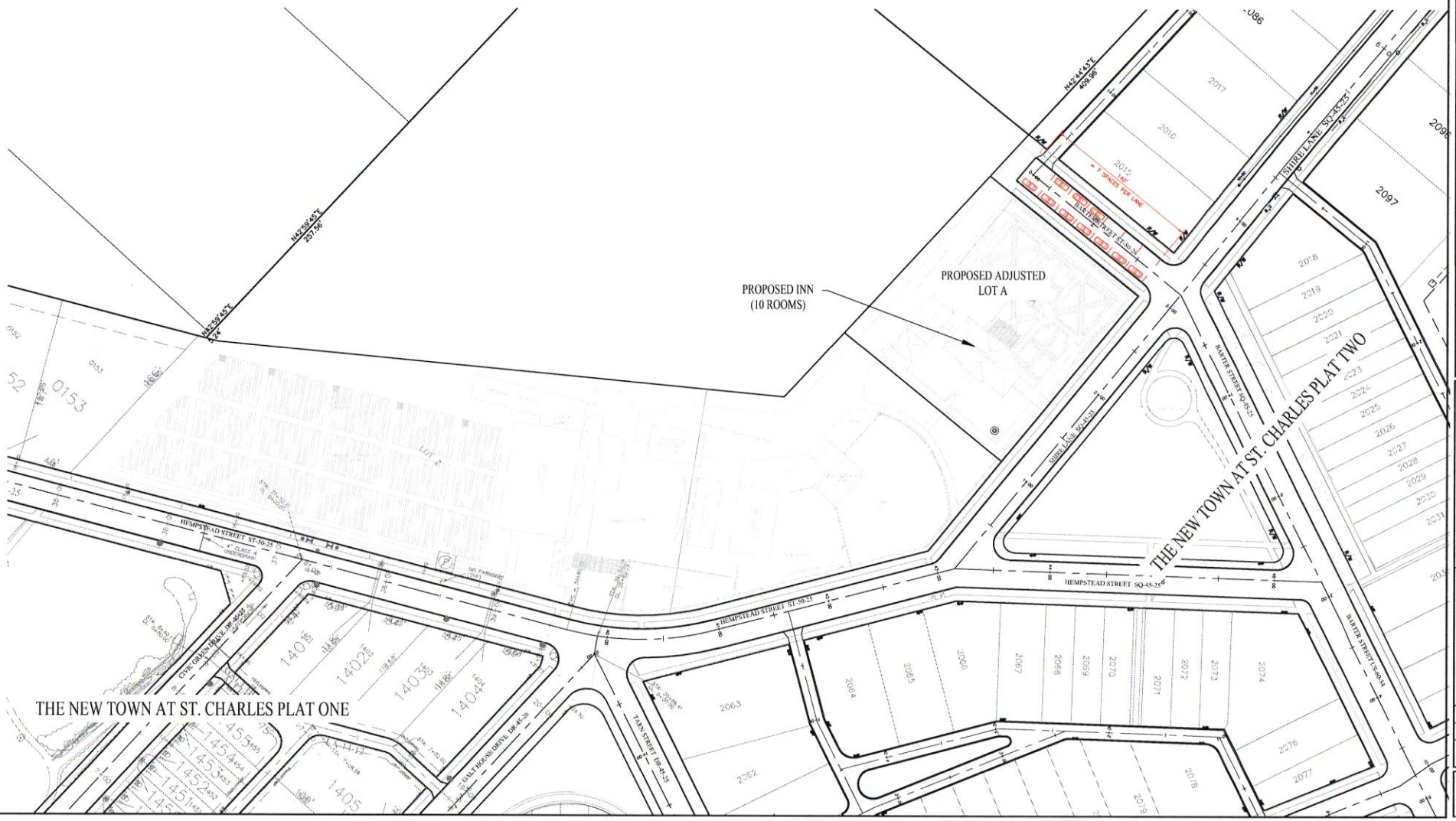
1.0 SPACES/BEDROOM

10 BEDROOMS X 1.0 SPACES/BEDROOM = 10 SPACES REQUIRED

10 SPACES SHOWN

= 1 PARKING SPACE (20' L.)





Civil & Environmental Consultants, Inc.
1450 Basle Street, Suite 305
St. Charles, MO 63303
314-656-4566 www.cecinc.com

3516 SHIRE LANE INN
PARKING EXHIBIT

Prepared For:
Commons Pathway Holdings, LLC
3324 Rue Royale Street
St. Charles, Missouri 63301

THE NEW TOWN AT ST. CHARLES

REVISIONS

NO.	DATE

ENGINEERS AUTHORIZATION
The responsibility for professional engineering liability on this project is hereby limited to the set of plans authenticated by the seal, signature, and date hereunder attached. Responsibility is disclaimed for all other engineering plans involved in this project and specifically excludes revisions after this date unless reauthenticated.
Civil & Environmental Consultants, Inc.

DRAWN DWD	DATE 03/2026
CHECKED KAS	DATE 03/2026
PROJECT # 360-767.SV01	
TASK #	FIELD BOOK X

3516 SHIRE LANE INN
PARKING EXHIBIT

SHEET 1 OF 1

© Copyright 2026 by CEC Inc.

P:\360-000\360-767\-CADD\DWG\XREF\360-767 SHIRE INN PARKING EXHIBIT.DWG

THE COMMONS
SHARED OFFICE & EVENT SPACE

Re: Z-2026-07 3516 Shire Lane

To Whom It May Concern,

The plans and use for the property upon its rezoning is an **Inn** which falls under the New Town Regulating Plan Transect Zone 2 - Section 2.3.2.

Parking for the inn will be offered in four of the seven existing garage spaces as well as additional street parking.

We will initially allow up to **ten** guests in the four bedroom ~2800 sq ft above ground home. We have engaged a Fire Protection Engineering design professional to assess the feasibility and costs of adding a sprinkler system. If it proves financially feasible, we intend to increase the allowed guest count. Depending on how the unfinished basement is configured, we may be able to get up to **20**, but sixteen is the current plan. Prior to starting any alterations to the home, we would seek permitting with **engineered and architecturally sealed plans**.

Sincerely,

Paul Dinkins

Managing Member of Commons Pathway Holdings LLC (Landlord)

Managing Member of Commons Group LLC (Operator)

ADJUSTED LOT A:

A TRACT OF LAND BEING PART OF LOT A OF THE NEW TOWN AT ST., CHARLES PLAT TWO, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 43 PAGE 203 OF THE ST. CHARLES COUNTY, MISSOURI RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERN MOST CORNER OF SAID LOT A, SAID POINT BEING ON THE SOUTHWESTERN RIGHT OF WAY LINE OF BARTER STREET; THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE SOUTH 50°48'21" EAST 168.78 FEET TO A POINT, SAID POINT BEING THE NORTHWEST INTERSECTION OF BARTER STREET AND SHIRE LANE; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERN RIGHT OF WAY LINE OF SHIRE LANE SOUTH 39°11'39" WEST 190.00 FEET TO A POINT; THENCE NORTHWESTERLY DEPARTING FROM SAID RIGHT OF WAY LINE NORTH 50°41'24" EAST 180.55 FEET TO A POINT ON THE NORTHWESTERN PROPERTY LINE OF SAID LOT A; THENCE NORTHEASTERLY ALONG SAID PROPERTY LINE NORTH 42°44'43" EAST 190.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 33,155.66 SQUARE FEET OR 0.761 ACRES MORE OR LESS.

Bill No. 14084 Ordinance No. _____

Sponsor: Michael Galba

AN ORDINANCE APPROVING AN AMENDMENT TO THE NEW TOWN AT ST. CHARLES REGULATING PLAN AND, SPECIFICALLY, TO AMEND THE PLAN AS IT PERTAINS TO AN APPROXIMATELY 33,155 SQUARE FOOT TRACT OF LAND LOCATED AT 3516 SHIRE LANE AND REZONE SUCH LAND TO "T-2/PD-MU" TRANSECT ZONE 2 WITHIN THE PLANNED DEVELOPMENT MIXED-USE DISTRICT FROM "CS/PD-MU" CIVIC SPACE WITHIN THE PLANNED DEVELOPMENT MIXED-USE DISTRICT FOR A PROPOSED INN.

Whereas, an application to amend the New Town Regulating Plan was received from Common Pathway Holding, LLC, the applicant/owner of approximately 33,155 square feet of land located at 3516 Shire Lane within the New Town at St. Charles development and commonly known as Glenmark Farm, for the purpose of operating an inn within the existing residential structure on site (the "Application"); and

Whereas, on April 13, 2026, the Planning and Zoning Commission of the City of St. Charles, Missouri, considered the Application and made a favorable recommendation (10 in favor, 0 opposed) to the Council of the City of St. Charles, Missouri (the "City Council"); and

Whereas, the City Council held a Public Hearing on the Application and citizens were given an opportunity to provide comment regarding the Application.

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

SECTION 1. The New Town at St. Charles Regulating Plan is amended to effectively rezone the approximate 33,155 square foot tract of land located at 3516 Shire Lane, as described in Exhibit A attached hereto and incorporated by this reference, from "CS/PD-MU" Civic Space within the Planned Development Mixed-Use District to "T-2/PD-MU" Transect Zone 2 within the Planned Development Mixed-Use District.

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

Bill No. 14084

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

T:\ORDINANCES\ORDINANCES\REZONE\New Town 3516 Shire Lane - transect rezoning Z-2026-07 (5.5.2026).docx

ADJUSTED LOT A:

A TRACT OF LAND BEING PART OF LOT A OF THE NEW TOWN AT ST., CHARLES PLAT TWO, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 43 PAGE 203 OF THE ST. CHARLES COUNTY, MISSOURI RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERN MOST CORNER OF SAID LOT A, SAID POINT BEING ON THE SOUTHWESTERN RIGHT OF WAY LINE OF BARTER STREET; THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE SOUTH 50°48'21" EAST 168.78 FEET TO A POINT, SAID POINT BEING THE NORTHWEST INTERSECTION OF BARTER STREET AND SHIRE LANE; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERN RIGHT OF WAY LINE OF SHIRE LANE SOUTH 39°11'39" WEST 190.00 FEET TO A POINT; THENCE NORTHWESTERLY DEPARTING FROM SAID RIGHT OF WAY LINE NORTH 50°41'24" EAST 180.55 FEET TO A POINT ON THE NORTHWESTERN PROPERTY LINE OF SAID LOT A; THENCE NORTHEASTERLY ALONG SAID PROPERTY LINE NORTH 42°44'43" EAST 190.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 33,155.66 SQUARE FEET OR 0.761 ACRES MORE OR LESS.

EXHIBIT A

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 5/5/2026
Regular ☒ Special ☐ Work Session ☐
ATTACHMENT: YES ☐ NO ☒
Report ☐ Resolution ☐ Ordinance ☐

Bill # N/A

Request for Council Action

Ward(s): 4 **Sponsor(s):** N/A

Description:
Case No. Z-2026-08. (Mike Burkhart – VE Design Management) An application to rezone an 11.72-acre (more or less) tract of land located on the north and south side of Lynnbrook Drive at the intersection of S. Old Highway 94, from "C-2" General Business District to "R-3A" Multiple-Family Residential District for a proposed apartment complex. The subject property is located in Ward 4.

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

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

Summary:
This application has been WITHDRAWN by the applicant. No further action is needed.

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.

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
April 7, 2026

The City Council convened in a Regular City Council Meeting on Tuesday, April 7, 2026, at 7:00 p.m. in the Council Chambers on the fourth floor of City Hall, 200 North Second Street, St. Charles, Missouri, with President of the Council Michael Galba presiding. The Honorable Mayor Daniel J. Borgmeyer and Members of the Council were present as follows: Justin Foust, Brian Gould, Bart Haberstroh, Mark Hollander, Steve Hollander, Denise Mitchell, Bill Otto, Vince Ratchford, and Mary West. Absent: None. City Clerk Kimberly Hudson was present and performed the duties of that office.
File #49417

The meeting was opened with a moment of silence and Pledge of Allegiance to the Flag led by City of Saint Charles Leader of Tomorrow Amelia Willson of the Academy of the Sacred Heart.

PRESENTATIONS/AWARDS/PROCLAMATIONS

Above and Beyond Employee Spotlight Award to Melody Bargen

Director of Administration Larry Dobrosky presented the Above and Beyond Award to Community Development Department employee Melody Bargen for her creation of an electronic business card for the Code Enforcement Division of the Community Development Department.

Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting Awarded to the City of St. Charles

Director of Administration Larry Dobrosky recognized Director of Finance Jennifer O'Connor and her team for receiving the Government Finance Officers Association (GFOA) Certificate of Achievement in Excellence for the City of St. Charles Annual Comprehensive Financial Report for the fiscal year ending December 31, 2024.

Proclamation Declaring April 2026 as Child Abuse Awareness Month

Mayor Borgmeyer presented a proclamation declaring April 2026 as Child Abuse Awareness Month to Julie Seymour, Executive Director of The Child Advocacy Center of Northeast Missouri.

Overview of Project Safeguard

Mayor Borgmeyer reported that, in collaboration with Interim Police Chief George Grove and Lieutenant Daniel Gibbons, the City has developed a new program called Project Safeguard. He then introduced Lieutenant Gibbons, who provided an overview of the program. Lieutenant Gibbons explained that Project Safeguard is a voluntary registration program that allows families to provide information about a child or loved one with autism, so officers are aware of potential needs during police interactions. The program includes two components: officer training on recognizing indicators of autism and using appropriate de-escalation techniques, and a voluntary alert system that allows families to submit information through an online portal. This information is entered into the computer-aided dispatch system and linked to an address so dispatchers can relay it to officers responding to calls. The Police Department will also offer stickers for residences and vehicles to indicate program participation. Project Safeguard is intended to help officers safely identify and assist individuals who may wander, are nonverbal, or do not have identification. Lieutenant Gibbons concluded by emphasizing officers' commitment to serving the community and noted that the program will provide additional training and resources to support that effort.

Proclamation Declaring April 2026 as Autism Awareness and Acceptance Month

Mayor Borgmeyer presented a proclamation declaring April 2026 as Autism Awareness and Acceptance Month to Stefanie Treadway of The Center of Autism Education.

PUBLIC COMMENT

Matt Thomason spoke in favor of the First Capitol Place project.

Rob Hall spoke against the First Capitol Place project.

REPORT OF THE MAYOR

Appointments to Boards/Commissions/Committees

Mayor Borgmeyer announced the withdrawal of the request for approval of the appointment of *Brynn T. Palmer* to the City-County Library Board (to replace Justin Collier, term expired June 2025, for a term expiring June 2028) and requested Council approval of the remaining appointments.

A motion was made by VINCE RATCHFORD to approve the remaining 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.*

Charlestown 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.*

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

File #49418

Introduction of New Director of Communications and Marketing Jamie Newell

Director of Administration Larry Dobrosky introduced the new Director of Communications and Marketing Jamie Newell. The Council welcomed Ms. Newell to the City of St. Charles.

ANNOUNCEMENTS FROM COUNCILMEMBERS/MISCELLANEOUS

Councilmember Vince Ratchford recognized Lieutenant Gibbons for attending a Ward 3 HOA meeting and addressing questions related to GIS crime mapping; Director of Engineering Dan Mann and his staff for their prompt responses to numerous resident inquiries over the past ten

days; and Crystal Mischeaux in Administration for skillfully managing multiple requests from Councilmembers.

Councilmember Justin Foust, liaison to Saint Charles Sister Cities, announced that the St. Charles–Ludwigsburg Sister Cities Midwest Maifest will be held on Saturday, May 9, from 2 to 6 p.m. at the New Town Amphitheater.

Councilmember Denise Mitchell provided an update on Legacy Farms Park and thanked the Councilmembers and the Mayor who attended the recent Parks Board meeting for the Phase 1 project presentation. She reported that the City is one step closer to beginning construction on the 97-acre park located off Highway B. The first design phase was presented at last week's meeting, featuring planned amenities such as a loop trail, modular bike pump track, a large pavilion seating 130, family restrooms, water stations, a signature playground with multiple play areas, a Frisbee disc golf course, and native meadows. Phase 1 is expected to go out to bid in May 2026, with construction beginning in July 2026 and anticipated completion in April 2027.

She added that, in partnership with the St. Charles Parks & Recreation Foundation, opportunities to donate benches, trees, and other items will be available later this year. She noted this as a major step forward for Legacy Farms Park and encouraged the community to stay tuned for further updates and a groundbreaking announcement.

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-2026-05 (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)***

CONSENT AGENDA

Director of Engineering Dan Mann provided a brief presentation relative to Consent Agenda Item 8.D. 5.

A motion was made by MARK HOLLANDER to approve the Consent Agenda. BILL OTTO seconded the motion. During the roll call, City Attorney Holly Magdziarz advised that item 8.F.1. should be removed as there will be Councilmembers abstaining on that item. MARK HOLLANDER withdrew the motion to approve the Consent Agenda. VINCE RATCHFORD requested to remove 8.F.1 from the Consent Agenda. A motion was made by VINCE RATCHFORD to approve the balance of the Consent Agenda. MICHAEL GALBA seconded the motion. A roll call vote was taken with the following results: "Aye": M. Hollander, S. Hollander, Mitchell, Otto, Ratchford, West, Foust, Galba, Gould and Haberstroh. "Nay": None. Absent: None. Motion passed.

A. Approval of Council Minutes and Reports

*1. Special City Council Meeting of February 10, 2026

File #49417

2. Council Work Session of February 10, 2026

File #49427

3. Street Committee Meeting of February 24, 2026

File #49441

4. Regular City Council Meeting of March 3, 2026

File #49417

5. Public Hearing of March 3, 2026

File #49425

6. Council Work Session of March 3, 2026

File #49427

7. Council Work Session of March 10, 2026

File #49427

~~*8. Street Committee Meeting of March 17, 2026~~

9. Council Work Session of March 17, 2026

File #49427

10. Regular City Council Meeting of March 17, 2026

File #49417

11. Public Hearing of March 17, 2026

File #49425

B. Receipt of Reports from Boards, Commissions and Committees

1. Veterans Commission Meeting of November 10, 2025

File #49386

2. Planning and Zoning Commission Meeting of February 9, 2026

File #49430

3. Senior Citizen Advisory Board Meeting of February 10, 2026

File #49429

4. Frenchtown Special Business District Advisory Board Meeting of February 12, 2026

File #49431

5. Landmarks Board Meeting of February 23, 2026

File #49434

6. Housing Authority of the City of St. Charles Meeting of January 28, 2026

File #49442

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

C26-099

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

C21-276

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

C26-098

4. Contract with Lift Rite, Inc. for the 2026 Annual Pressure Grouting (Mudjacking) Services in the Amount of $125,000.00

C26-116

5. Contract with Stock & Associates Consulting Engineers Inc. for Design and Engineering Services for Riverpointe Infrastructure Improvements in the Amount of $2,103,949.75

C26-097

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

C25-136

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

C25-099

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

ITEMS REMOVED FROM THE CONSENT AGENDA

8.F.1 – Miscellaneous

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

A motion was made by MICHAEL GALBA to approve Item 8.F.1 – Findings of Facts 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. VINCE RATCHFORD seconded the motion. A roll call vote was taken with the following results: "Aye": S. Hollander, Mitchell, Otto, Ratchford, West, Galba, Gould, Haberstroh, and M. Hollander. "Nay": None. Abstain: Foust. Absent: None. Motion passed.
File #49439
Abstain File# 49423

RESOLUTIONS

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

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

Approved by the Honorable Mayor on April 23, 2026 and is known as Resolution **R26-009**

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)*

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

Approved by the Honorable Mayor on April 23, 2026 and is known as Ordinance **26-027**

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)*

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

Approved by the Honorable Mayor on April 23, 2026 and is known as Ordinance **26-028**

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)*

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

"Nay": None

Absent: None

Approved by the Honorable Mayor on April 23, 2026 and is known as Ordinance **26-029**

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)*

VINCE RATCHFORD requested a separate vote on Council Bill 14070.

Director of Administration Larry Dobrosky and Assistant City Administrator Zach Tusinger provided a presentation regarding Council Bill 14070.

Councilmember Mark Hollander spoke in favor of the project moving forward. Councilmember Vince Ratchford spoke in opposition to offering incentives for a fully residential project.

Mayor Borgmeyer spoke in favor of the project moving forward.

Failed "Aye": West, M. Hollander and Otto

"Nay": Ratchford, Galba, Gould, Haberstroh and Mitchell

Absent: None

Abstain: Foust and S. Hollander

File # 49443

Abstain File #49423

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)*

VINCE RATCHFORD requested a separate vote on Council Bill 14071.

Failed "Aye": West, M. Hollander and Otto

"Nay": Ratchford, Galba, Gould, Haberstroh and Mitchell

Absent: None

Abstain: Foust and S. Hollander

File #49444

Abstain File #49423

BILLS FOR INTRODUCTION

The following Council Bills were Introduced:

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)*

ITEMS FOR COUNCIL ACTION

There were no items for Council Action.

Councilmember Justin Foust commended the Councilmembers in Wards 1-5 for attending the meeting on election night and suggested that the Council consider cancelling and rescheduling future meetings that fall on election day.

A motion was made by MARK HOLLANDER to adjourn the City Council meeting. VINCE RATCHFORD seconded the motion. All voted in favor. Motion passed.

The City Council Meeting adjourned at 9:15 p.m.

_____

Date Approved

_____ _____

Kimberly Hudson, City Clerk Michael Galba, Presiding Officer

PUBLIC HEARING
Before the City Council of the City of Saint Charles, Missouri
April 7, 2026

On Tuesday, April 7, 2026, a Public Hearing was held on the following items at 7:00 p.m. in the Council Chambers on the fourth floor of City Hall, 200 North Second Street, St. Charles, Missouri, with President of the Council Michael Galba presiding and Members of the Council present as follows: Justin Foust, Brian Gould, Bart Haberstroh, Mark Hollander, Steve Hollander, Denise Mitchell, Bill Otto, Vince Ratchford and Mary West. Absent: None. City Clerk Kimberly Hudson was present and performed the duties of that office.

PUBLIC HEARING

A. Case No. CU-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)***

Director of Community Development John Boyer presented an overview of the application. There being no public comments, 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 3010 W. Clay Street with 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.

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

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)***

There being no public comments, BART HABERSTROH made a motion to close the public hearing and approve the liquor license as presented by staff. MICHAEL GALBA seconded the motion. A roll call vote was taken with the following results: "Aye": Haberstroh, M. Hollander, Mitchell, Otto, Ratchford, West, Foust, Galba and Gould. "Nay": None. Abstain: S. Hollander. Absent: None. Motion passed.
Abstain File #49423

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)***

Director of Community Development John Boyer presented an overview of the application.
Francisco Gonzalaz Alvarez, 7 Bee Jay Dr., St. Charles, MO, spoke in favor of CU-2024-08.

There being no further public comments, a motion was made by MARK HOLLANDER to close the public hearing and approve the conditional use permit per §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 with 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 First Capitol Drive 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.

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

D. Case No. 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)***

Director of Community Development John Boyer presented an overview of the application. Bradley Busch, representing Abelardo's Mexican Food, 727 Craig Rd, Ste. 100, St. Louis, MO, spoke in favor of CU-2026-03.

There being no further public comments, 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 In-Vehicle Sales/Service (a restaurant drive-through) within the "C-2" General Business District, located at 2412 W. Clay 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 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.

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

E. Case No. 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)***

Director of Community Development John Boyer presented an overview of the application.

Brad Pryor of Hamiliton Weber, representing the applicant, 200 N. Third St., St. Charles, MO, spoke in favor of CU-2024-20.

There being no further public comments, a motion was made by BILL OTTO to close the public hearing and approve the conditional use permit per §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 with 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.

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

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)***

Director of Community Development John Boyer presented an overview of the application. **There being no public comments, a motion was made by BILL OTTO to close the public hearing and approve the conditional use permit 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 with 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.

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

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)***

There being no public comments, BILL OTTO made a motion to close the public hearing and approve the liquor license as presented by staff. VINCE RATCHFORD seconded the motion. A roll call vote was taken with the following results: "Aye": Ratchford, West, Foust, Galba, Gould, Haberstroh, M. Hollander, Mitchell and Otto. "Nay": None. Abstain: S. Hollander. Absent: None. Motion passed.
Abstain File #49423

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)***

Director of Community Development John Boyer provided an overview of the application.

Kevin Kast, representing Charlestowne Senior Village, 1120 Spring Forest Dr., Lake St. Louis, MO, spoke in favor of PDA-2026-01.

There being no further public comments, 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. DENISE MITCHELL seconded the motion. A roll call vote was taken with the following results: "Aye": West, Foust, Galba, Gould, Haberstroh, M. Hollander, S. Hollander, Mitchell, Otto and Ratchford. "Nay": None. Absent: None. Motion passed.

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)***

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

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)***

Director of Community Development John Boyer provided an overview of the application.

Rhys Williams, representing the applicant, 7700 Forsyth Blvd., Ste. 1800, St. Louis, MO, spoke in favor of Z-2026-06.

There being no further public comments, 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. 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: None. Motion passed.

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)***

Director of Community Development John Boyer provided an overview of the application.

Katelyn Wands, 2509 Westport Lane, St. Charles, MO, spoke against Council Bill 14070.

Scott Riley, representing First Capitol Place Developer, 7777 Bonhomme Ave., Ste, 1910, St. Louis, MO, spoke in favor of Council Bill 14070.

Lindsey Evans, representing PGAV, 200 N. Broadway, St. Louis, MO, spoke in favor of Council Bill 14070.

Robert Mangelsdorf, representing First Capitol Place, 100 Clark Street, St. Charles, MO, spoke in favor of Council Bill 14070.

There being no further public comments, 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. MICHAEL GALBA seconded the motion. A roll call vote was taken with the following results: "Aye": Gould, Haberstroh, M. Hollander, Mitchell, Otto, Ratchford and West. "Nay": None. Abstain: Foust and S. Hollander. Absent: None. Motion passed.

Abstain File #49423

The Public Hearing adjourned at 7:40 p.m. and the Regular Session continued with the order of business.

PUBLIC HEARING
Before the City Council of the City of Saint Charles, Missouri
April 7, 2026

_____
Date Approved

_____
Kimberly Hudson, City Clerk

_____
Michael Galba, Presiding Officer

SAINT CHARLES PARKS & RECREATION BOARD MINUTES
MEETING HELD
FEBRUARY 18, 2026

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

Board Joshua Allen, Sandy Bichel, Kathy Mudrovic, Larry Muench, TJ Slattery, and Council Liaison Denise Mitchell were present.

Tim Glosier, Brian Scheidegger, Anna Shy and Anne Zerr were absent.

Staff Maralee Britton – Director, Chris Atkinson – Assistant Director
Don Borgmeyer – Enterprise Superintendent, Mike Wilkins - Chief Ranger,
Peter Van Linn – Maintenance Superintendent.

Others Mary Ann Ohms – Assistant City Attorney

3. Pledge of Allegiance

4. Verbal Petitions/Public Comments and Response: None

5. Staff Reports/Presentations:

A. **Elm Tree at Jaycee Park**

Van Linn presented the information. Old American Elm tree in Jaycee Park has been in decline since 2024. Tree was treated for Dutch Elm disease. Tree did not recover. Staff has explored the best options for the removal of the tree and potential re-use of the wood from the tree. Liscombe Tree Service submitted the lowest and best bid for the removal of the tree. They would leave approx. 10' of the trunk for possible artist carving and also keep as many of the large and small tree branches for re-use. The removal of the tree and the future use of the wood from the tree will be promoted to the public.

6. Items for Discussion and/or Action-

A. Consideration of Revisions to Enterprise Employee Manual*

Borgmeyer presented the information. Some minor changes were made. This was reviewed and approved by Legal.

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

B. Contract with Dedicated Turf & Landscaping LLC. to complete the 2026 contracted mowing services in an amount not to exceed $44,000*

C. Contract with Spectrum Lawn Care to complete the 2026 contracted mowing services in an amount not to exceed $21,000*

D. Contract with Contemporary Landscape to complete the 2026 contracted mowing services in an amount not to exceed $28,000*

Atkinson presented the information. 2026 is the second year of a possible three years for the three contractors who do the contracted parks mowing. Staff would like to continue working with all three contractors.

Mudrovic made a motion to approve the contracts (B, C & D); seconded by Allen. Motion Passed.

E. Contract with Landscape Structures/NuToys for the purchase of playground equipment for Legacy Farms Park in an amount not to exceed $504,217.00*

Atkinson presented the information. Staff with assistance from the consultant team posted an Invitation to Bid on October 30th, 2025. Nine companies submitted proposals and met the bid requirements. All proposals were reviewed and scored. Proposal submitted by Landscape Structures was chosen. On November 30th, 2025 the vendor was notified. Since that time staff and the team have been working with the vendor to finalize the design, layout and elements of the playground. The contract is just for the purchase of the playground equipment. The install of the playground and the safety surfacing will be included in the General Contractor bid that will be advertised at a later date.

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

F. Consideration of Revisions to the Intoxicating Beverage Use Policy*

G. Consideration of Revisions to the Athletic Field Use Policy*

Borgmeyer presented the information. The revised policies would prohibit all participants from bringing in outside alcoholic beverages into the Wapelhorst Athletic Complex. City Legal has reviewed and approved the changes.

Muench made a motion to approve the changes to policies (F & G); seconded by Mudrovic. Motion Passed.

7. **Meeting Minutes:**

A. Parks & Recreation Board Meeting Minutes January 21, 2026*
B. Parks & Recreation Board Wapelhorst Athletic Complex Tour February 4, 2026*

Allen made a motion to approve the meeting minutes (A & B); seconded by Mudrovic. The motion passed.

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

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

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

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

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

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

11. **Directors Report**:

A. Thank You's (As Available)

B. General Department Update

Britton updated the Board on the City's new ERP system that will come online in the spring of 2026. Staff have been working to be ready to switch to the new time keeping portion of the system before the busy hiring period begins for staff.

C. March Work Session: 2025 Department Annual Report, Discussion of Rau Garden

Britton highlighted the items that would be presented and discussed with the Board at the meeting on March 4th, 2026.

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

Slattery – Good.

Mudrovic – Good

Allen – Good

Muench - Good

Bichel – Good

13. **Council Liaison Announcements and Reminders**: Nothing

14. **Park Board Liaisons Comments**

A. Foundation Report: None

B. Legislative Report:

HB176 - Introduced in the 2026 session, proposes a constitutional amendment to redistribute 25% of state natural resource revenue to the counties where the resources are extracted. It also mandates that specific sales and use taxes (sections 43(a)-43(c)) be reapproved by voters every ten years.

SB 3 – Also called Prop RT is going before the voters in St. Charles on the April 2026 ballot. It focuses on property tax reform requiring 97 Missouri counties to place a measure on the April 2026 ballot. It allows voters to approve property tax credits, creating either a 5% cap on annual tax increases or a complete freeze on taxes for eligible homeowners on their primary residence based on 2024 levels.

As there was no further business to discuss Slattery moved for **Adjournment** at 6:53 pm; Seconded by Mudrovic. The motion passed.

Meeting: February 18, 2026

Respectfully Submitted,

Sandy Bichel, President

Anna Shy, Secretary

SAINT CHARLES PARKS & RECREATION BOARD MINUTES
MEETING HELD
March 4, 2026

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

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

Joshua Allen and Tim Glosier were absent.

Staff Maralee Britton – Director, Chris Atkinson- Assistant Director,
Don Borgmeyer – Enterprise Superintendent, Mike Wilkins - Chief Park Ranger,
Peter Van Linn – Maintenance Superintendent, Missy Hollander – Aquatics Coordinator,
Adi Naumann – Recreation Coordinator, Chan Smoot – Concessions Coordinator,
Oscar Rojas – Recreation Supervisor.

Other Mary Ann Ohms – Assistant City Attorney.

3. Pledge of Allegiance

4. Discussion of Rau Garden

Van Linn presented the information to the Board through a PowerPoint presentation. He updated the Board on the history of the Garden and on some of the issues (original design issues, flooding, freezing and thawing, age of plantings) that staff have been dealing with over the years.

In the 2026 CIP there is $80,000 allocated for the upgrades to Rau Garden. In June 2026 the plan is to close the garden to the public and renovate and improve it. This will include adding drainage pipes that will connect to an enlarges retention basin that will be located close to Randolph Street. That basin will allow for additional storage of storm water. Will also include new concrete paths, plantings and a new gazebo/shelter that can be used by renters. The project is scheduled to be completed by the end of 2026. The Board were excited about the improvements.

5. Presentation of the 2025 Parks & Recreation Department Annual Report

Administration Coordinator, Tina Sieker began the presentation. Sieker highlighted 2025 accomplishments that included using DocuSign for hiring seasonal employees, continued promotion of the St. Charles Parks App and staff attending the VSI Symposium. Also highlighted statistics for online vs. in person registration. Finished by talking about Administration goals for 2026 that included the transition to the new MUNIS

timekeeping system for all staff, increased promotions of the rental of the community buildings, and rolling out of automated waiting lists.

Enterprise Superintendent, Don Borgmeyer began the Enterprise portion of the presentation.

Aquatics Coordinator Missy Hollander presented the Aquatics information. The 2025 swim season had a slightly higher attendance than in 2024 but showed a lower overall "profit" than 2024. Season passes, birthday parties showed a small decrease and private facility rentals showed a small increase over 2024. The annual increase in minimum wage and commodity prices is continuing to have a significant impact on expenses for the Aquatics Division.

Finished by talking about Aquatics goals for 2026 that included increased promotion of the Blanchette Aquatic Facility to try and increase attendance at the facility, analyzing pool open/closed hours for cost savings and creating a cross training program for aquatic supervisors.

Concession Coordinator, Chan Smoot presented the Concessions and Memorial Hall information. Smoot highlighted the updated Blanchette Concession stand and achieving 100% in Health Inspection scores from the County for all stands. Also highlighted and thanked the Board for allowing her to go to her first NRPA Conference in Orlando, Fl where she learned a lot.

As expected Tournament Concession sales and tournament field charges decreased significantly in 2025 over 2024. This was due to less tournaments being hosted at the Wapelhorst Complex and moving the fall softball season from the Wapelhorst Park (due to the construction on the artificial turf field project) to Blanchette Park. Less field space meant lower registrations/revenue.

Memorial Hall had a similar number of rentals to 2024 and a similar financial loss. Enhanced marketing in 2026 will hopefully increase the public renting the spaces at the Hall.

Finished by talking about Concessions goals for 2026 that included improvements to the WAC concession stand and excitement about the increased number of tournaments that will be held at the WAC in partnership with GMB.

Recreation Coordinator, Adi Naumann and Recreation Supervisor Oscar Rojas presented the Recreation information. They highlighted the hiring of Judi Meredith to plan and operate the extended and day trips. Also highlighted new programs offered in 2025 and that Oscar Rojas achieved his CPRP Certification. 2025 Day Camp registrations decreased slightly over 2024. Most programs and activities registration were equal to or slightly above those programs in 2024 with the exception of Adult Softball which is

seeing a continued decrease in team registration (2024 can be partially attributed to the reduced softball season at Wapelhorst due to construction). This led to a loss for the Recreation division on 2025. The annual increase in minimum wage is continuing to have a significant impact on expenses for the Recreation Division.

Maintenance Superintendent Peter VanLinn presented the information for the Maintenance Division and Oak Grove Cemetery. He highlighted several projects completed by staff and contractors. This includes the new playground in Boones Lick Park and fencing at roller rink in McNair Park. VanLinn highlighted the total number of staff members and the number of parks, acreage, amenities, structures and features that his Division maintain every day. These numbers are pretty consistent year over year. In 2026 some main focuses are the development and opening of Pundmann Nature Park. The opening and operating of the WAC. The development and construction of Phase 1 of Legacy Farms Park, the Rau Garden Renovation Project and the removal and repurposing of the American Elm tree in Jaycee Park.

Oak Grove Cemetery saw a reduction in the number of grave sales and burials in 2025 compared to 2024. In 2026 the cemetery should have online a new management software system to digitize and streamline the process of finding and purchasing grave sites at the cemetery.

Chief Ranger Wilkins presented the information for 2025. Calls for service and ranger activity were very similar between 2024 and 2025. Wilkins highlighted staff training, staff awards and accomplishments, and that COPS Camp and Safety Town were successful in 2025 and would be returning in 2026. The Motorcycle Safety Program would be hosting classes in 2026. In 2026 the Park Ranger Division is looking to partner with the Police Department for more community outreach events. Coordinate ride along/work along session with partners and survey program participants to continue improving program and guest experiences,

Director Britton wrapped up the annual report highlighting other accomplishments and projects. It included the completion of the WAC, starting the design for Legacy Farms Park including the purchase of the playground equipment, planning and fundraising for Pundmann Nature Park, developing the "It's my pleasure to assist you" culture, implementation of the department app and the redesign of the PLAY brochure.

From a financial perspective the Department has a healthy reserve/cash balance and that comes from a conservative forecast for Property Taxes, staff continuing to control expenses and continuing to generate revenue from all of our possible fee opportunities.

Looking forward to 2026 excited for the ribbon cutting for the WAC, completing design, bidding out and starting construction of Legacy Farms Park, the construction and opening of Pundmann Nature Park, developing an advertising and sponsorship policy, and evaluating athletic field use areas at McNair Park.

The Board thanked staff for all they do for the Department.

6. Adopt a Park (Board Member observations pertinent to facilities, programs and services within the System)

Muench – Good.

Zerr – Good.

Mudrovic – Good. Asked about the low hanging Christmas lights in Frontier Park. Staff said that the lights were the responsibility of the Public Works Department.

Slattery – Good.

Bichel – Good.

Shy – Good.

Scheidegger -

Council Liaison Mitchell – Good

As there was no further business to discuss Muench moved for **Adjournment** at 7.43 pm; Seconded by Mudrovic. Motion passed.

Meeting: March 4, 2026

Respectfully Submitted,

Sandy Bichel - President

Anna Shy - Secretary

SAINT CHARLES PARKS & RECREATION BOARD MINUTES
MEETING HELD
April 1, 2026

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

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

Kathy Mudrovic, Anne Zerr and TJ Slattery were absent.

Staff Maralee Britton – Director, Chris Atkinson- Assistant Director,

Other Mary Ann Ohms – Assistant City Attorney, Mayor Dan Borgmeyer, Councilperson Otto, Councilperson Hollander, Councilperson Galba.

Jay Wohlschlaeger – SWT Design, Scott Runde – SWT Design, Lori Badalamenti – Navigate Building Solutions, Brad Pierce – Introba.

3. Pledge of Allegiance

4. Legacy Farms Park Phase 1 Project Update

The consultant team presented the Phase 1 overall site plan. The design team is currently at 75% construction documents. They presented more detailed images of the family play area, pump track, the park buildings (restroom and shelter) and the stormwater and disc golf area. Some highlights are 92 parking spaces, 4 distinct playground areas, 150-person park shelter, 3 family restroom building, modular bicycle pump track, 0.6-mile trail loop around Phase 1, connection to existing sidewalks/trails in area and an 18-hole disc golf course.

The project has been refined and currently meets the $5,000,000 construction budget for Phase 1. Future milestones include:

Planning & Zoning Presentation – May 11, 2026
Bid out construction – May-June 2026
Board approval of construction contract – July 15, 2026
Project Construction – July 2026 – Spring 2027

Images from the presentation will be released to the public in the days following the meeting.

Mayor Borgmeyer asked about the distance of the park trail that runs along Highway B from the roadway. Something to consider if Highway B were to expend to 3 or 4 lanes from its current 2 lane configurations.

Councilperson Galba asked about the tunnel area in the playground. Excited about that element.

5. **Contract with Miracle Recreation Equipment Co. for the purchase and install of a replacement slide on the Blanchette Park playground in an amount not to exceed $22,738.73***

Atkinson presented the information. The slide is 21 years old. Damaged and has been blocked off. No longer can get replacement parts. 3 options. 1. Replace with similar metal option is expensive and takes several months. 2. Replace with standard plastic slide. Less expensive and can be done in shorter timeline. 3. Replace with a play panel. Different/less play experience. Staff recommends proceeding with option 2.

Muench made a motion to approve the contract; seconded by Scheidegger. Motion Passed.

6. **Adopt a Park (Board Member observations pertinent to facilities, programs and services within the System)**

Muench – Good. Asked staff to provide an update to those in attendance about the Rau Garden Project and the Maibaum Pole Project.

Atkinson laid out the Rau Garden project including upgrading the drainage and pathways while also adding a small gazebo and adding new plants and flowers. He stated that the work could not begin until June 1 due to a wedding rental in the garden at the end of May.

The footing for the Maibaum Pole was poured by the contractor. Next steps are backfilling of the excavation, pouring of paver boundary, paths, walls and drainage. Goal is to be substantially complete by July 1 before large festivals.

Glosier – Good.

Allen – Good.

Bichel – Good. Asked about better access to fields 5 & 6 at McNair Day Camp and also asked staff to look into possible charging for baseball/softball practice and allowing teams on the fields earlier in the year for practice. Staff said they would investigate.

Shy – Good.

Scheidegger - Good

Council Liaison Mitchell – Good. Said Christmas lights in trees in Frontier Park were removed by Public Works. Also said she has been asked about putting a playground in Frontier Park. Finally updated the Board that the Hackmann Stormwater Project has begun and first step was removing several trees from the section of Wapelhorst Park that will be impacted by the project. This project is estimated to take approx. 1 year to complete.

As there was no further business to discuss Shy moved for **Adjournment** at 7.11 pm; Seconded by Scheidegger. Motion passed.

Meeting: April 1, 2026

Respectfully Submitted,

Sandy Biehl - President

Anna Shy - Secretary

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 5/5/2026
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☐

Bill # N/A

Request for Council Action

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

Description:
Notice of Emergency Purchase

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

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

Summary:

Attached is a copy of an Emergency Purchase that has occurred.
HDR Engineering, Inc - $0.00

Authorization to execute Supplemental Agreement #5 (no cost) with HDR for the Water Treatment GAC Facility restoration.

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

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

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

Account #: N/A

Project #:

RCA prepared by: C. Bray Dept. Dir. CJ Finance Dir. JAO Dir. of Admin. J

Docusign Envelope ID: B6EF888B-D2BF-48F2-8E24-B5D0FEF8BC86

Contract # C22-165
(City Clerk will Assign)

CONTRACT ROUTING SLIP
(PINK PAPER)
EMERGENCY PURCHASE
(SECTION 145.130.A)

Requesting Department:	Engineering	**Department Contact:**	Jonathan Swagman/Grace Caprit
Vendor Name & NWS#:	HDR Engineering Inc / 5012		
Description/Purpose:	Authorization to execute a no cost Supplemental Agreement #5 with HDR Engineering for the Water Treatment GAC Facility.		
Account #:	N/A		
Project #:	22WTR10		
Requesting Waiver of*:	Both - Requirements for Competitive Bidding and Awarding Contract		

*Attach Emergency Purchase Approval Form explaining how the delay in purchasing would possibly result in the interruption of, or detriment to the public service, and how purchase will be made.

Amount of this Routing:	$ 0.00	**Change PO#:**	N/A
Contract Type:	Contract Amendment	**N/A**	Coop#:
Contract Term:	To completion	**Renewal Options:**	N/A
If Renewal or Amendment: C#	**Amendment #**		**Renewal #**
Original Contract Value:	$43,500.00	**Total of Previous Amendments:**	$3,327,304.00
Total Contract Value:	$3,370,804.00		

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 147DA1414E33432...	4/10/2026

ROUTING	**Signature/Date**
Purchasing Review (Compliant with Chapter 145 and City Terms)	Signed by: Paul Feldmann CA2B397B773142A... 4/13/2026
Department of Law (for Legality only)	Signed by: Bryan Wise DC9A626C378842A... 4/13/2026
Director of Finance (Funds Available)	DocuSigned by: Jennifer O'Connor C5FB3E8A40BE40D... 4/14/2026
Director of Administration (Recommend Approval)	DocuSigned by: Lawrence S. Dobrosky, Jr. 3E05AB1A58094AA... 4/14/2026
Mayor (Signature Indicating Approval)	DocuSigned by: Daniel J. Borgmeyer 8D36AFB1A1BD439... 4/14/2026
City Clerk (Signature, Seal and Contract # Assigned)	Signed by: Kimberly Hudson 70E396BA7AAF426... 4/16/2026

Legal has reviewed form of agreement:

Docusign Envelope ID: B6EF888B-D2BF-48F2-8E24-B5D0FEF8BC86
Docusign Envelope ID: C7C93F3C-02BE-47EB-8F4E-D008D2273473

City of Saint Charles, Missouri
Emergency Purchase Approval Form

Requesting Department: Engineering

For the Purchase of: Water Treatment Plant Modifications

From: Various Suppliers

Basis for Emergency Purchase: Immediate upgrades to WTP required for treatment of water due to well-field contamination. New piping, activated carbon filter tanks, etc. need installed prior to water demand increase this summer. Expediting parts/installation to meet this emergency.

Submitted by:	DocuSigned by: Brad Temme 5CD8EAF732BF478...	2/22/2023
	Department Director	Date
Reviewed by:	DocuSigned by: 1DC83A752DDA432...	2/22/2023
	Purchasing Manager	Date
Recommend by:	DocuSigned by: Lawrence S. Dobrosky, Jr. 3E05A81A55094AA...	2/22/2023
	Director of Administration	Date
Approved by:	DocuSigned by: Daniel J. Borgmeyer 8D36AFB1A1BD439...	2/22/2023
	Mayor	Date

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

FP:004

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SUPPLEMENTAL AGREEMENT NO. 5

ENGINEERING SERVICES CONTRACT
BETWEEN
CITY OF ST. CHARLES
AND
HDR ENGINEERING, INC.

THIS SUPPLEMENTAL AGREEMENT NO. 5 to the Engineering Services Contract made and entered into this 16th day of APRIL, 2026 by and between the City of Saint Charles, Missouri, hereinafter referred to as "CITY" and **HDR Engineering, Inc.** hereinafter referred to as "ENGINEER".

WITNESSETH:

WHEREAS, on July 5, 2022, the parties hereto entered into an Engineering Services Contract (Prime Contract) to provide professional services for the "Restore Water Treatment Plant Capacity", hereinafter "PROJECT". The original contract value was $43,500.00. On November 22, 2022, the contract was amended by Supplemental No. 1 with a value of $1,061,500.00. On August 10, 2023, the contract was amended by Supplemental No. 2 with a value of $1,681,500. On February 15, 2024, the contract was amended by Supplemental No. 3 with a no value increase. On April 25, 2024, the contract was amended by Supplemental No. 4 with a value of $584,304.

WHEREAS, the CITY desires to change the scope of work performed by the ENGINEER to provide services in accordance with Supplemental No. 5 Scope as shown in Schedule B. This requires a change in the scope of services of the aforesaid Engineering Services Contract. The amendment will utilize the budget previously authorized leaving the remaining Phase 1 Well Field Project scope of services on hold.

NOW, THEREFORE, in consideration of the payment and mutual agreements of the parties contained herein, the parties do mutually agree as follows:

1. ENGINEER shall perform the services described in the attached Scope of Services (Schedule B) in addition to the Scope of Services described in Schedule B of the Prime Contract and Supplemental No. 2. This will result in a No Cost Change to the Contract.

2. ENGINEER will provide the consulting services described herein at actual hourly costs and directly reimbursable fees in accordance with the attached Schedule of Fees and Hourly Rates (Schedule C) in addition to the Schedule of Fees and Hourly Rates described in Schedule C of the Prime Contract.

3. All other provisions of the Engineering Services Contract between the parties shall remain unchanged.

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SUPPLEMENTAL AGREEMENT NO. 5

ENGINEERING SERVICES CONTRACT
BETWEEN
CITY OF ST. CHARLES
AND
HDR ENGINEERING, INC.

HDR ENGINEERING, INC.

Cory Imhoff 03/18/2026

Signature Date

Cory Imhoff, Senior Vice President

Printed Name

ATTEST:

Signature Date

Printed Name

CITY OF ST. CHARLES, MISSOURI

DocuSigned by: Daniel J. Borgmeyer 4/14/2026

Daniel J. Borgmeyer, Mayor Date

ATTEST:

Signed by: Kimberly Hudson 4/16/2026

City Clerk Date

Kimberly Hudson

DS

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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 4/14/2026
C9FB3E8A40BE40D...

Director of Finance Date

Jennifer O'Connor

Docusign Envelope ID: B6EF888B-D2BF-48F2-8E24-B5D0FEF8BC86

City of St Charles, Missouri
Hydraulic Modeling
SUPPLEMENTAL AGREEMENT #5
Schedule B
Scope of Services
February 2026

Overview

This amendment modifies the agreement dated July 5, 2022, made between the City of St Charles, MO, and HDR Engineering, Inc. (HDR) for the Water Treatment Plant (22WTR10) Capacity Study Project, C22-165. The scope of work is being modified to perform additional hydraulic modeling associated with the outage of the Heritage Pump Station (PS).

Background

On August 14th, 2025, the 36-inch Joint Venture (JV) water main (the water main from the St Louis Board of Public Service) experienced a major break which resulted in the Heritage PS being taken out of service for approximately thirty-six (36) hours. During the outage, the City's staff noticed a significant difference in water level elevations between the Muegge, Highway 94, and First Capital elevated storage tanks. The City requested HDR to model the Heritage PS outage scenario utilizing the recently calibrated water model (WaterGEMs) and historical SCADA information and evaluate if the model reflects similar elevated tank levels witnessed during the outage. The purpose of this evaluation is to provide the City with information to support their field investigation.

Task 1 – Project Management

- Provide project management, contract administration, and invoicing.
    - The fee is based upon two (2) months of additional project management for this additional Scope of Work.

Task 2 – Model Evaluation of the Heritage PS Outage

- Request and review historical SCADA information for the two-day outage period spanning from August 14, 2025 to August 15, 2025.
- Utilize the recently updated WaterGEMS model to recreate a 48-hour scenario that matches the outage conditions as follows:
    - Set pump station discharge flows in the model to correspond with the historical SCADA data from Elm Point High Service Pump Station (HSPS), Heritage PS, Lindenwood PS, and Fox Hill PS.
    - Set initial model tank levels for the three (3) elevated tanks to match levels indicated by historical SCADA data.
    - Initialize system demand at the assumed maximum day demand of 14 MGD, then adjust model demand as needed to achieve the best match between modeled and SCADA elevated tank levels. This will be the only modeling scenario included with this Scope of Work.
- Create comparison graphs of model outputs versus historical SCADA data for the following facilities:
    - Discharge flows at Elm Point HSPS, Heritage PS, Lindenwood PS, and Fox Hill PS; and
    - Tank levels at Hwy 94, Muegge, and First Capital.

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- Meet with City staff to review and discuss model results.
    - Discuss reasons for any potential discrepancies between model and SCADA tank levels
    - Discuss if further field investigation is required.
        - Field investigation is excluded from this Scope of Work and would require an amendment if required by the Client.
- Prepare a Summary Letter with findings.
- Perform Quality Control reviews for the Hydraulic Model and Summary Letter.

Assumptions, Exclusions, and Clarifications

- The City of St Charles shall provide complete SCADA data in electronic format (Excel or Searchable PDF).
- This scope does not include collection, correction, or reconciliation of SCADA data beyond basic review for WaterGEM modeling purposes.
- Field investigation, site visits, or physical verification of pump stations, tanks, valves, or system controls are excluded.
- Updates or modifications to the WaterGEMS model outside those necessary to simulate the defined 48-hour outage scenario are excluded.
- Preparation of formal regulatory submittals, public-facing reports, or presentations beyond the agreed-upon comparison graphs and summary letter are excluded.
- Additional outage scenarios, sensitivity analyses, or "what-if" simulations beyond the defined two-day period are excluded.

SCHEDULE

HDR shall complete all modeling activities and conduct the review meeting with the City within sixty (60) calendar days following issuance of the Notice to Proceed (NTP).

DELIVERABLES

Comparison graphs
Summary Letter

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Schedule C

Client Name: City of St Charles, MO
Project: Water/Wastewater Capacity Evaluation-Additional Hydraulic Modeling
Scope and Fee Estimate - February 6, 2026

	Staff Name	Patrick, D	Saffels, R	Kalis, M	English, J	Miyake, Y	DeCou, C	Geha, L	Bunch, D			Total
	Project Role	PM	PIC	QC	Sr Hyd Model	Hyd Model	Control	Acountant				
	Billing Rate	$210	$375	$400	$225	$155	$130	$130	$375	*Total HDR Hours*	*HDR Expenses*	
Int #	TASKS											
001	**Task 1 - Hydraulic Modeling**											
1	PM and Invoicing	4	2				4	4	2	16	$250	$3,630
	Subtotal Hours	**4**	**2**	**0**	**0**	**0**	**4**	**4**	**2**	**16**		
	Subtotal Dollars	**$840**	**$750**	**$0**	**$0**	**$0**	**$520**	**$520**	**$750**		**$250**	**$3,630**
	Total Task 1											**$3,630**
002	**Task 2 - Project Management**											
1	Review Historic SCADA Data				8	8				16		$3,040
2	Recreate Outage Conditions in WaterGEMS				8	36				44		$7,380
3	Create Comparison Graphs				2	6				8		$1,380
4	Review Model with City	4	2		4	4				14		$3,110
5	Prepare a Summary Letter	4			6	24				34		$5,910
6	QA/QC - Hydraulic Model and Summary Letter	4	2	4	4	8	1			23	$100	$5,560
	Subtotal Hours	**12**	**4**	**4**	**32**	**86**	**1**	**0**	**0**	**139**		
	Subtotal Dollars	**$2,520**	**$1,500**	**$1,600**	**$7,200**	**$13,330**	**$130**	**$0**	**$0**		**$100**	**$26,380**
	Total Task 2											**$26,380**
	Total Hours	**16**	**6**	**4**	**32**	**86**	**5**	**4**	**2**	**155**		**155**
	Total Billing Amount	**$3,360**	**$2,250**	**$1,600**	**$7,200**	**$13,330**	**$650**	**$520**	**$750**		**$350**	**$30,010**

Estimated Project Fee **$30,010**

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HDR Engineering, Inc. 2026 Hourly Billing Rates

Effective through 12/26/2026

Billing rates will be updated on an annual basis. Employees may move within categories at any time throughout the year based on any salary adjustments incurred by employees. The rates listed below do not include reimbursable expenses.

Description	Billing Rate/Hour
Project Principal	$400
Principal Project Manager/Senior Technical Specialist II	$375
Principal Project Manager/Senior Technical Specialist I	$350
Technical Specialist/Senior Project Manager III	$325
Technical Specialist/Senior Project Manager II	$300
Technical Specialist/Senior Project Manager I	$285
Project/Design Manager V	$265
Project/Design Manager IV	$245
Project/Design Manager III	$220
Project/Design Manager II	$195
Project/Design Manager I	$175
Engineer/Architect/Designer X	$275
Engineer/Architect/Designer IX	$260
Engineer/Architect/Designer VIII	$240
Engineer/Architect/Designer VII	$225
Engineer/Architect/Designer VI	$210
Engineer/Architect/Designer V	$190
Engineer/Architect/Designer IV	$170
Engineer/Architect/Designer III	$155
Engineer/Architect/Designer II	$140
Engineer/Architect/Designer I	$130
Cadd/BIM Manager II	$250
Model Manager II/Cadd/BIM Manager I	$225
Model Manager I/Cadd/GIS Technician VII	$200
Cadd/GIS Technician VI	$185
Cadd/GIS Technician V	$170
Cadd/GIS Technician IV	$155
Cadd/GIS Technician III	$140
Cadd/GIS Technician II	$120
Cadd/GIS Technician I	$100
Environmental/Water Quality Scientist/Modeler V	$250
Environmental/Water Quality Scientist/Modeler IV	$210
Environmental/Water Quality Scientist/Modeler III	$180
Environmental/Water Quality Scientist/Modeler II	$150
Environmental/Water Quality Scientist/Modeler I	$120
Survey Manager	$225
Construction Manager II	$250
Construction Manager I	$235
Survey Technician/Construction Inspector VI	$215
Survey Technician/Construction Inspector V	$180
Survey Technician/Construction Inspector IV	$160
Survey Technician/Construction Inspector III	$140
Survey Technician/Construction Inspector II	$125
Survey Technician/Construction Inspector I	$100
Public Involvement/Communications/Graphic Designer V	$250
Public Involvement/Communications/Graphic Designer IV	$210
Public Involvement/Communications/Graphic Designer III	$175
Public Involvement/Communications/Graphic Designer II	$150
Public Involvement/Communications/Graphic Designer I	$125
Engineering Support Staff V	$190
Engineering Support Staff IV	$175
Engineering Support Staff III	$150
Engineering Support Staff II	$130
Engineering Support Staff I	$110
Admin Assistant	$95

Direct Expenses	
Personal Vehicle Mileage	CURRENT IRS RATE
Fleet Vehicle Mileage	*HDR CURRENT ANNUAL RATE
Printing	AT COST
Travel	AT COST
Subconsultants	AT COST

*Fleet Vehicle Mileage - determined based on HDR current annual rate, effective 7/1/25, annual rate is 88 cents *(subject to change)

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SUPPLEMENTAL AGREEMENT NO. 4

ENGINEERING SERVICES CONTRACT
BETWEEN
CITY OF ST. CHARLES
AND
HDR ENGINEERING, INC.

THIS SUPPLEMENTAL AGREEMENT NO. 4 to the Engineering Services Contract made and entered into this 25 day of APRIL, 2024 by and between the City of Saint Charles, Missouri, hereinafter referred to as "CITY" and **HDR Engineering, Inc.** hereinafter referred to as "ENGINEER".

WITNESSETH:

WHEREAS, on July 5, 2022, the parties hereto entered into an Engineering Services Contract (Prime Contract) to provide professional services for the "Restore Water Treatment Plant Capacity", hereinafter "PROJECT". The original contract value was $43,500.00. On November 22, 2022, the contract was amended by Supplemental No. 1 with a value of $1,061,500.00. On August 10, 2023, the contract was amended by Supplemental No. 2 with a value of $1,681,500. On February 1, 2024, the contract was amended by Supplemental No. 3 with a no value increase.

WHEREAS, the CITY desires to have additional work performed by the ENGINEER to provide services in accordance with Supplemental No. 4 Scope as shown in Schedule B. This requires a change in the scope of services of the aforesaid Engineering Services Contract. This requires an increase in contract value of Five Hundred Eighty-Four Thousand Three Hundred Three Dollars ($584,304.00). This increase will be authorized in four separate authorizations as follows:

Supplement 4-Authorization 1, anticipated March 2024	$141,350.00
Supplement 4-Authorization 2, anticipated April 2024	$159,872.00
Supplement 4-Authorization 3, anticipated August 2024	$175,127.00
Supplement 4-Authorization 4, anticipated December 2024	$107,955.00

The contract total is changed from $2,786,500.00 to $3,370,804.00 to include Authorization #1. Future authorizations to be approved per the schedule provided above.

NOW, THEREFORE, in consideration of the payment and mutual agreements of the parties contained herein, the parties do mutually agree as follows:

1. ENGINEER shall perform the services described in the attached Scope of Services (Schedule B) for Authorization #1 in addition to the Scope of Services described in Schedule B of the Prime Contract and Supplements No. 2 and 3, and CITY shall pay ENGINEER an additional amount not to exceed $141,350.

2. ENGINEER will provide the consulting services described herein at hourly rates and directly reimbursable expenses in accordance with the attached Schedule of Fees and Hourly Rates (Schedule C) in addition to the Schedule of Fees and Hourly Rates described in Schedule C of the Prime Contract.

3. All other provisions of the Engineering Services Contract between the parties shall remain unchanged.

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SUPPLEMENTAL AGREEMENT NO. 4

ENGINEERING SERVICES CONTRACT
BETWEEN
CITY OF ST. CHARLES
AND
HDR ENGINEERING, INC.

HDR ENGINEERING, INC.

Cory Imhoff — Mar 21, 2024

Signature — Date

Cory Imhoff, Senior Vice President

Printed Name

ATTEST:

Patrick Young — Mar 23, 2024

Patrick Young (Mar 23, 2024 17:39 CDT)

Signature — Date

Patrick Young, Senior Vice President

Printed Name

CITY OF ST. CHARLES, MISSOURI

DocuSigned by:
Daniel J. Borgmeyer — 4/25/2024
8D36AFB1A1BD439...

Daniel J. Borgmeyer, Mayor — Date

DS

ATTEST:

DocuSigned by:
Kimberly Hudson — 4/25/2024
70E399BA7AAF426...

City Clerk — Date

Kimberly Hudson

Docusign Envelope ID: B6EF888B-D2BF-48F2-8E24-B5D0FEF8BC86

SUPPLEMENTAL AGREEMENT NO. 4

ENGINEERING SERVICES CONTRACT
BETWEEN
CITY OF ST. CHARLES
AND
HDR ENGINEERING, INC.

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 4/25/2024
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Director of Finance Date
Jennifer O'Connor

Docusign Envelope ID: B6EF888B-D2BF-48F2-8E24-B5D0FEF8BC86

1234122 SUPPLEMENTAL AGREEMENT NO. 4

SCHEDULE B-HDR (CONSULTANT'S) SCOPE OF SERVICES

CONSTRUCTION PHASE SERVICES
ST. CHARLES ELM POINT WTP – GAC SYSTEM ADDITION PROJECT
March 18, 2024

PROJECT DESCRIPTION, TASK LIST, AND SCOPE OF SERVICES

PROJECT DESCRIPTION

This Supplement No.4 covers additional work requested by Owner to provide construction phase services for the Elm Point Water Treatment Plant – GAC Addition Project. The total anticipated fee for these services is $584,304. Per the City, the scope and fee will be authorized in four separate authorizations as summarized below.

- **Authorization #1: $141,350, authorization anticipated March 2024**
  - Scope of services includes but is not limited to the following:
    - Project management and construction administration for January 2024 through April 2024.
    - Review and respond to approximately 50% of the anticipated submittal identified in the detailed scope.
    - Review and respond to approximately 50% of the anticipated Request for Interpretation (RFIs) identified in the detailed scope.
    - Prepare and publish approximately 50% of the anticipated Field Orders (FOs) identified in the detailed scope.
    - One (1) multidiscipline site inspection
- **Authorization #2: $159,872, authorization anticipated April 2024**
  - Scope of services includes but is not limited to the following:
    - Project management and construction administration for May 2024 through August 2024.
    - Review and respond to approximately 50% of the anticipated submittal identified in the detailed scope.
    - Review and respond to approximately 50% of the anticipated Vendor Operational and Maintenance Manuals identified in the detailed scope.
    - Review and respond to approximately 25% of the anticipated RFIs identified in the detailed scope.
    - Prepare and publish approximately 25% of the anticipated FOs identified in the detailed scope.
    - One (1) process site inspection
    - 50% completion of Plantwide Operation and Maintenance Manual
    - Assistance with Facility Commissioning
- **Authorization #3: $175,127, authorization anticipated August 2024**
  - Scope of services includes but is not limited to the following:
    - Project management and construction administration for September 2024 through December 2024.

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        - Review and respond to approximately 50% of the anticipated Vendor Operational and Maintenance Manuals identified in the detailed scope.
        - Review and respond to approximately 25% of the RFIs identified in the detailed scope.
        - Prepare and publish 25% of the anticipated FOs identified in the detailed scope.
        - One (1) multidiscipline site inspection
        - 100% completion of Plantwide Operation and Maintenance Manual
        - Assistance with Facility Commissioning
        - 50% completion of Record (As-built) Drawings
- **Authorization #4: $107,955, authorization anticipated December 2024**
    - Scope of services includes but is not limited to the following:
        - Project management and construction administration for January 2024 through March 2025.
        - One (1) multidiscipline site inspection for final completion
        - Assistance with Facility Commissioning
        - 100% completion of Record (As-built) Drawings

TASK LIST

Task 1 –Project Management During Construction
1. Project Initiation
2. Internal Management Reviews
3. Monthly Invoices
4. QA/QC

Task 2 – Construction Administration
1. Progress Meetings

Task 3 – Shop Drawings and Submittals
1. Submittal Reviews
2. Vendor O&M Manual Reviews

Task 4 – Contract Interpretations
1. RFI's
2. Field Orders

Task 5 - Inspections
1. Multi-Discipline Engineer Inspections
2. Final Acceptance and Closeout

Task 6 – Plantwide Operation and Maintenance Manual
1. Plantwide Operation and Maintenance Manual
2. Review Meeting with City

Task 7 – Facility Commissioning
1. Facility Commissioning

Task 8 – Record (As-Built) Drawings
1. Record Drawing Production

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SCOPE OF SERVICES

Task 1 – Project Management during Construction

The Engineer will perform project management activities throughout the project.

1. Project Initiation and Internal Kickoff:

Engineer will prepare a Project Guide including our internal Project Management Plan and Quality Management Plan. These documents define a roadmap for project execution and include an internal budgeting plan, staffing plan, HDR safety plan, and schedule.

2. Internal Management Reviews:

Engineer will conduct monthly management team review meetings. Engineer will conduct a Process Approach and Resource Review. This is a review of our project approach and internal resource plan to support project delivery efficiencies and quality.

3. Monthly Invoices

Engineer's Project Manager (PM) and accounting staff will prepare monthly invoices, throughout the project construction schedule duration.

4. Quality Assurance/Quality Control

Engineer's Project Manager and Quality Control Manager will audit the projects staff utilizing Engineer's internal QA/QC procedures. Checks on performance and project duties described in the contract will be reviewed once a month.

Deliverables / Clarifications:

- Monthly Invoices (Up to 15; Jan 2024 through March 2025).

City responsibilities:

- Provide review and processing of invoices (Up to 15; Jan 2024 through March 2025).

Task 2 – Construction Administration

Engineer will provide construction administration support activities throughout the project:

1. Progress Meetings:

Engineer's Project Manager and design engineer will attend monthly (up to 12 meetings between January 2024 through December 2024) in-person construction progress site visits. Engineer's Project Manager and design engineer will also attend biweekly virtual construction progress calls (between January 2024 through March 2025).

City Responsibilities:

- Provide signatures for Contractor Construction Contracts.
- Attend pre-construction meeting and monthly progress meetings.

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- Provide timely review and processing of applications for payment.

Task 3 – Shop Drawings and Submittals

Engineer will provide administrative and technical support for the administrative review of contractor's submittals.

1. Submittal Reviews:

Engineer will review each technical submittal for conformance with the contract documents. Submittals will be reviewed by the discipline(s) that were involved in the design, and some submittals will require review by multiple engineers. The submittal will be returned with an action based on the completeness of the submittal package. The Engineer's review shall be for general conformity to the Contract Documents and shall not relieve the Contractor of any of its contractual responsibilities. The submittals will receive one of the following actions, as indicated in the project specifications. They are as follows:

- FURNISH AS SUBMITTED (APPROVED).
- FURNISH AS NOTED (APPROVED AS NOTED).
- REVISE AND RESUBMIT.
- REJECTED (NOT APPROVED).
- REVIEW NOT REQUIRED.

2. Vendor and Operations and Maintenance Reviews:

Engineer will review vendor operation and maintenance manuals for conformance with the contract documents. Submittals will be reviewed by the discipline(s) that were involved in the design. Each operation and maintenance manual will generally be reviewed for:

- Equipment Record sheets.
- Supplier's Field Service Reports.
- Written descriptions of safety considerations relating to operation and maintenance procedures for materials and equipment.
- Procedures for proper operation and maintenance of materials and Equipment furnished, including manufacturer's recommended personal protection equipment, apparatus, and devices not furnished under the Contract.
- Description of recommended safety-related training for personnel.
- Bills of material or parts lists.
- Drawing, product data Submittal, written results of source quality activities, and other Submittals, updated to indicate as-installed condition.
- Electrical Schematics, Diagrams, and Information.

Engineer's review of operation and maintenance data expressly does not extend to adequacy, completeness, and accuracy of safety data sheets or other safety and protection practices and procedures indicated in the operation and maintenance data. The submittal coordinator will review the comments and work with the reviewers to supply comments. The submittal will be returned with an action based on the completeness of the submittal package. The submittals will receive one of the following actions, as indicated in the project specifications. They are as follows:

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- FURNISH AS SUBMITTED (APPROVED).
- FURNISH AS NOTED (APPROVED AS NOTED).
- REVISE AND RESUBMIT.
- REJECTED (NOT APPROVED).
- REVIEW NOT REQUIRED.

Deliverables / Clarifications:

- Submittal Reviews and tracking (up to 70 submittals including resubmittals)
- Vendor Operation and Maintenance Manual Reviews (up to 50 draft and final O&Ms)
- Once approved by the Engineer, one (1) electronic copy of the final submittals, shop drawings, and O&M manuals will be provided to the City for their records.

Contractor Responsibilities:

- Contractor will provide timely and accurate shop drawings and operation and maintenance manual submittals in accordance with the Contract Documents.
- Provide hard copies of final approved shop drawings and operation and maintenance manuals in the amount required by the City.

City Responsibilities:

- Timely input on questions that may arise on submittals.
- Timely selection and approval of material samples and color selections.

Task 4 – Contract Interpretations

Engineer will perform the following activities related to contract interpretations:

1. Requests For Interpretation (RFIs):

Contractor will prepare and transmit requests for interpretation to Engineer. After the Contractor submits RFIs, Engineer will track when RFIs were received, Engineers responsible for review, when they were sent back to the Contractor, and when they were acknowledged by the Contractor.

2. Field Orders (FOs):

Field Orders, when required, will be initiated, and issued by Engineer. Field Orders authorize minor changes in the Work but do not change the Contract Price or Contract Times. Field Orders will be in the form of Engineers Joint Contract Documents Committee document EJCDC C-942, "Field Order". Engineer will prepare FOs; Engineer will track when FOs were issued, when they were responded to, and when they were acknowledged by the Contractor.

Deliverables / Clarifications:

- RFIs will be transmitted to the Contractor and City electronically. (up to 40)

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- Field Orders will be transmitted to the Contractor and City electronically. (up to 20)

City Responsibilities:

- Provide timely input on questions that may arise.

Task 5 – Inspections

1. Multi-Discipline Engineer Inspections:

Engineer will conduct onsite inspections as documented below with multiple disciplines during construction to review the progress of the work with the RPR. Daily inspections and Residential Project Representative services are being provided by the City and are therefore excluded from Engineers scope of services.

2. Final Acceptance and Closeout:

When the Contactor has indicated that completion or correction of the items of work on the final completion punch-list is completed, and the project is ready to close out, Engineer will conduct a final walkthrough inspection to verify the Work has been completed. If any items appear not to be complete, Engineer will provide a punch-list of items to be completed prior to completing the Notice of Final Completion and MDNR Statement of Work Completed.

Deliverables / Clarifications:

- Multi-Discipline inspections: assumes 4 trips for Process, 2 trips for Mechanical, 2 trips for Electrical, 2 trips for Structural, and 2 trips for Architecture.
- Final site walkthrough: 1 trip for all disciplines.
- Develop a punch-list for partial utilization process inspection required for MDNR.
- Prepare MDNR Statement of Work Completed
- Prepare a notice of final completion.

City / Contractor responsibilities:

- Daily construction inspection and Resident Project Representative services.
- Review final payment application, lien waivers, occupational permit status, closeout of any other permits, etc.

Task 6 – Plantwide Operation and Maintenance Manual

1. Plantwide Operation and Maintenance Manual:

Engineer will prepare and compile a plantwide Operation and Maintenance Manual for City review. This will include sections describing the overall facilities, and individual facilities modified by the improvement project. This will not include sections describing existing individual facilities that are not significantly modified by this contract. A Draft of the manual in hard copy and electronic format will be provided to the City for their review and comment. Upon completion of the City review meeting and receipt of City review comments, a final version will be submitted to the City in hard copy and electronic formats for the record.

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2. Review Meeting with City:

A review meeting will be scheduled with key discipline engineers and City staff to review the draft manual.

Deliverables / Clarifications:

- One (1) electronic copy of the draft O&M Manual to City.
- One (1) electronic copy of the final O&M Manuals to City.

City responsibilities:

- Attend an initial O&M manual meeting with Engineer to discuss current operations and provide existing documentation on the current operations.
- Attend O&M manual review meeting with Engineer to review draft O&M manual.
- Conduct timely review of the draft O&M Manual and provide comments to Engineer.

Task 7 – Facility Commissioning

1. Facility Commissioning:

Engineer will provide overall facility commissioning assistance, working with the Contractor and plant operations staff to conduct the functional, performance, and integrated systems tests. The scope and fee are based on the level of effort reflected in the fee spreadsheet for commissioning.

City Responsibilities:

- Attend onsite commissioning activities with appropriate plant operation and maintenance staff for equipment packages and unit processes included in the improvement project.

Task 8 – Record (As-Built) Drawings

1. Record Drawings:

HDR will provide the City with one (1) set of record drawings. These record drawings will be based on the red line set of drawings provided by the Contractor as well as notes from the City's inspector/RPR, developed while the City's RPR is on-site. The BIM model, CADD drawings and PDFs of the plan sets will be provided to the City upon completion of the construction project.

Deliverables / Clarifications:

- Provide one (1) electronic copy of the draft record drawings for City review.
- Provide two (2) sets of half-size paper copies and one (1) electronic copy of the final record drawings.

Contractor Responsibilities:

- Record drawing redlines maintained onsite throughout construction.

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- Providing a compiled, complete, accurate and easily understood set of the as-constructed contract drawing redlines to Engineer.

City Responsibilities:

- Record drawing redlines and notes maintained onsite throughout construction.
- Review draft record (as-constructed) drawings provided by Engineer and provide comments.

Time of Performance:

- The estimated performance period is from January 2024 through March 31, 2025 (15 months). Substantial Completion is anticipated to be achieved by December 2024, and Final Completion and project close out are anticipated to be complete in March 2025.

Note: If any additional services not explicitly outlined within this scope, schedule, and fee are required or requested by the City, a future amendment will be mutually agreed upon for the additional scope, schedule, and fee as necessary. This may include but is not limited to, an increase in the defined document quantities outlined above, additional inspections, additional meetings, or additional effort in general to support City staff in the construction administration efforts for this project.

SCHEDULE C

City of St. Charles, Missouri

WTP Capacity Study - Construction Phase Services
Scope and Fee Estimate - Full Project

	PM			PROCESS							ARCH			STRUCTURAL				MECH				ELEC			I/C		CIVIL			PM					
Staff Name	Bunch, D	Adams-Weber, J	Saffels, R	Mahdy, K	Patrick, D	Bachynsky, T	Kalnoky, A	Hess, B	Dale, R	Kuntz, J	Shenaffer, S	McKinley, R	Hafer, J	Wiseman, D	Shenaffer, S	Kalnoky, C	Edgar, B	Sandmeyer, T	Rahman Chowdhury, M	Burke, D	Ward, J	Reece, B	Boyd, T	Pirtle, L	Middleton, M	Leonard, R	Woods-Chatmon, G	Campbell, J	Whitehill, S	Davies, A				
Rate Schedule Code	Principal Project Manager/Senior Technical Specialist	Principal Project Manager/Senior Technical Specialist	Principal Project Manager/Senior Technical Specialist	Project/Design Manager II	Engineer/Architect/Designer III	Engineer/Architect/Designer I	Engineer/Architect/Designer I	Engineer/Architect/Designer II	Modal Manager/CadIMS II Technician VI	CadIMS Technician III	Engineer/Architect/Designer IV	Engineer/Architect/Designer V	Engineer/Architect/Designer I	Principal Project Manager II	Engineer/Architect/Designer IV	Engineer/Architect/Designer IV	CadIMS Technician III	Engineer/Architect/Designer VI	Engineer/Architect/Designer I	Engineer/Architect/Designer VI	Engineer/Architect/Designer I	CadIMS Technician III	Engineer/Architect/Designer V	CadIMS Technician IV	Engineer/Architect/Designer V	CadIMS Technician IV	Engineer/Architect/Designer VI	Engineering Support Staff III	Engineering Support Staff I	Engineering Support Staff III				
Project Role																																		
Escalated Billing Rate	$395	$360	$305	$303	$262	$135	$135	$240	$253	$140	$189	$258	$135	$373	$360	$308	$101	$285	$235	$245	$135	$120	$258	$162	$218	$162	$245	$172	$109	$172	Total NDR Hours	ADR Expenses	Total
TASKS																																		
A - Task 1 - Project Management During Construction																																		
1 Project Initiation			4	4			8																					4	4		20		$5,720
2 Internal Management Reviews	16	8	16	8																								8	16	8	76		$19,907
3 Monthly Invoices			10																											15	30		$8,040
4 Quality Assurance/Quality Control			16	30																											46		$12,234
Subtotal Hours	16	8	46	46	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12	19	23	179		
Subtotal Dollars	$6,320	$2,720	$13,670	$13,771	$0	$0	$1,080	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$1,977	$2,079	$3,968		$0	$48,726
Total Task 1																																		$64,680
B - Task 2 - Construction Administration																																		
2 Progress Meetings			96	120			72																								288	$4,488	$72,384
Subtotal Hours	0	0	96	120	0	0	72	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	288		
Subtotal Dollars	$0	$0	$29,451	$31,132	$0	$0	$9,753	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0		$4,488	$73,384
Total Task 2																																		$72,384
C - Task 3 - Shop Drawings and Submittals																																		
1 Submittal Review				64	64		32				76	13	47	18			94															508.5		$91,548
2 Vendor O&M Manual Reviews					48		12	48			60						15															297		$44,077
3																																0		$0
Subtotal Hours	0	0	0	64	112	0	44	48	0	0	136	13	47	18	0	0	49	0	0	0	0	0	0	0	0	0	0	0	0	0	773		
Subtotal Dollars	$0	$0	$0	$12,608	$18,863	$0	$5,940	$7,680	$0	$0	$25,433	$3,513	$6,372	$5,762	$0	$0	$9,135	$0	$3,667	$5,981	$10,285	$4,695	$0	$2,795	$0	$4,486	$0	$0	$0	$0		$0	$155,830
Total Task 3																																		$325,132
D - Task 4 - Contract Interpretations																																		
1 RFIs			33	17	17		40	17				4	22	20	10	20		20		30	29		7		10						278.00		$44,743
2 Field Orders			5	7	7		20	7		13		7	9	8	4	8	16	8	6	12	12	11	6	9	4	3					174.592		$31,318
Subtotal Hours	0	0	38	24	24	0	60	24	0	13	0	8	31	28	14	28	16	28	6	42	40	11	13	9	14	3	0	0	0	0	453		
Subtotal Dollars	$0	$0	$6,740	$4,631	$3,880	$0	$8,128	$3,585	$0	$1,926	$0	$1,675	$4,148	$8,753	$2,628	$5,252	$2,101	$6,856	$813	$10,285	$5,462	$3,576	$2,734	$1,454	$2,691	$485	$0	$0	$0	$0		$0	$86,156
Total Task 4																																		$86,156
E - Task 5 - Inspections																																		
2 Multi-Discipline Engineer Inspections					32	32						32				16		16		16	16		16		16						152	$4,488	$40,666
2 Final Acceptance and Closeout			8	32	28	28	28					20				16		16		16			16		16						208		$28,723
Subtotal Hours	0	0	8	32	60	60	28	0	0	0	0	52	0	0	0	32	0	32	0	32	16	0	32	0	16	0	0	0	0	0	360		
Subtotal Dollars	$0	$0	$2,440	$9,689	$15,691	$8,138	$3,795	$0	$0	$0	$0	$11,106	$0	$0	$0	$8,002	$0	$7,636	$0	$7,636	$2,167	$0	$8,236	$0	$3,418	$0	$0	$0	$0	$0		$4,488	$80,367
Total Task 5																																		$80,367
F - Task 6 - Plantwide Operation and Maintenance Manual																																		
2 Plantwide Operation and Maintenance Manual			24	24	24	48		24													16		16				32				208		$40,680
2 Review Meeting with City			8	8	4	4																	4								20	$285	$6,787
Subtotal Hours	0	0	32	32	28	52	0	24	0	0	0	0	0	0	0	0	0	0	0	0	16	0	20	0	0	0	32	0	0	0	336		
Subtotal Dollars	$0	$0	$11,670	$9,689	$4,522	$7,004	$0	$5,581	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$2,167	$0	$4,272	$0	$0	$0	$7,836	$0	$0	$0		$285	$49,467
Total Task 6																																		$47,467
G - Task 7 - Facility Commissioning																																		
1 Facility Commissioning			32	24	24	24		24										24	8	24			32								216		$43,972
Subtotal Hours	0	0	32	24	24	24	0	24	0	0	0	0	0	0	0	0	0	24	0	24	0	0	32	0	0	0	0	0	0	0	216		
Subtotal Dollars	$0	$0	$11,670	$9,626	$3,876	$3,251	$0	$5,581	$0	$0	$0	$0	$0	$0	$0	$0	$0	$5,877	$1,884	$0	$3,251	$0	$8,236	$0	$0	$0	$0	$0	$0	$0		$0	$43,972
Total Task 7																																		$43,972
H - Task 8 - Record (As-Built) Drawings																																		
1 As-Built Drawing Production			8	16.5	16		77	16	253					8																	394.5		$74,326
Subtotal Hours	0	0	8	39	16	0	77	16	253	0	0	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	395		
Subtotal Dollars	$0	$0	$2,918	$7,422	$3,584	$0	$10,430	$2,304	$46,917	$0	$0	$0	$0	$1,500	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0		$0	$74,326
Total Task 8																																		$74,326
Total Hours	16	8	243	380	264	136	389	136	253	13	136	72	78	46	14	117	16	100	43	116	56	11	124	9	51	3	32	12	19	23	2,938		5,879
Total Billing Amount	$6,320	$2,720	$68,797	$73,229	$42,617	$18,423	$39,127	$19,843	$46,917	$1,926	$25,433	$15,294	$10,620	$14,365	$2,628	$21,869	$2,101	$24,556	$5,756	$28,405	$27,742	$3,576	$26,471	$3,454	$10,894	$485	$7,836	$1,977	$2,079	$3,968		$9,260	$384,304

Estimated Project Fee $784,564

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SCHEDULE C

HDR Engineering, Inc.
2024 Hourly Billing Rates
Effective through 12/31/2024

Billing rates will be updated on an annual basis. Employees may move within categories at any time throughout the year based on any salary adjustments incurred by employees. The rates listed below do not include reimbursable expenses.

Description	Billing Rate/Hour
Project Principal	$400
Principal Project Manager/Senior Technical Specialist	$350
Technical Specialist II/Senior Project Manager III	$325
Technical Specialist I/Senior Project Manager II	$300
Senior Project Manager I	$280
Project/Design Manager IV	$235
Project/Design Manager III	$210
Project/Design Manager II	$185
Project/Design Manager I	$165
Engineer/Architect/Designer VIII	$275
Engineer/Architect/Designer VII	$260
Engineer/Architect/Designer VI	$235
Engineer/Architect/Designer V	$205
Engineer/Architect/Designer IV	$180
Engineer/Architect/Designer III	$155
Engineer/Architect/Designer II	$140
Engineer/Architect/Designer I	$130
Cadd/BIM Manager	$225
Model Manager/Cadd/GIS Technician VI	$195
Cadd/GIS Technician V	$175
Cadd/GIS Technician IV	$155
Cadd/GIS Technician III	$140
Cadd/GIS Technician II	$115
Cadd/GIS Technician I	$100
Environmental/Water Quality Scientist/Modeler V	$250
Environmental/Water Quality Scientist/Modeler IV	$210
Environmental/Water Quality Scientist/Modeler III	$180
Environmental/Water Quality Scientist/Modeler II	$140
Environmental/Water Quality Scientist/Modeler I	$120
Survey Manager	$190
Construction Manager	$220
Survey Technician/Construction Inspector V	$185
Survey Technician/Construction Inspector IV	$160
Survey Technician/Construction Inspector III	$140
Survey Technician/Construction Inspector II	$120
Survey Technician/Construction Inspector I	$100
Public Involvement/Communications/Graphic Designer IV	$210
Public Involvement/Communications/Graphic Designer III	$175
Public Involvement/Communications/Graphic Designer II	$150
Public Involvement/Communications/Graphic Designer II	$125
Engineering Support Staff III	$165
Engineering Support Staff II	$130
Engineering Support Staff I	$105
Admin Assistant	$90

Direct Expenses	
Personal Vehicle Mileage	CURRENT IRS RATE
Fleet Vehicle Mileage	$0.75/mile
Printing	AT COST
Travel	AT COST
Subconsultants	AT COST

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SUPPLEMENTAL AGREEMENT NO. 3

ENGINEERING SERVICES CONTRACT
BETWEEN
CITY OF ST. CHARLES
AND
HDR ENGINEERING, INC.

THIS SUPPLEMENTAL AGREEMENT NO. 3 to the Engineering Services Contract made and entered into this 1st day of FEBRUARY, 2024 by and between the City of Saint Charles, Missouri, hereinafter referred to as "CITY" and **HDR Engineering, Inc.** hereinafter referred to as "ENGINEER".

WITNESSETH:

WHEREAS, on July 5, 2022, the parties hereto entered into an Engineering Services Contract (Prime Contract) to provide professional services for the "Restore Water Treatment Plant Capacity", hereinafter "PROJECT". The original contract value was $43,500.00. On November 22, 2022, the contract was amended by Supplemental No. 1 with a value of $1,061,500.00. On August 10, 2023, the contract was amended by Supplemental No. 2 with a value of $1,681,500.

WHEREAS, the CITY desires to have additional work performed by the ENGINEER to provide services in accordance with Supplemental No. 3 Scope as shown in Schedule B. This requires a change in the scope of services of the aforesaid Engineering Services Contract. The amendment will utilize the budget previously authorized leaving the remaining Phase 1 Well Field Project scope of services on hold.

NOW, THEREFORE, in consideration of the payment and mutual agreements of the parties contained herein, the parties do mutually agree as follows:

1. ENGINEER shall perform the services described in the attached Scope of Services (Schedule B) in addition to the Scope of Services described in Schedule B of the Prime Contract and Supplemental No. 2, and CITY shall pay ENGINEER an amount not to exceed $99,500 from the budget previously authorized for the Phase 1 Well Field Project.

2. ENGINEER will provide the consulting services described herein at actual hourly costs and directly reimbursable fees in accordance with the attached Schedule of Fees and Hourly Rates (Schedule C) in addition to the Schedule of Fees and Hourly Rates described in Schedule C of the Prime Contract.

3. All other provisions of the Engineering Services Contract between the parties shall remain unchanged.

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SUPPLEMENTAL AGREEMENT NO. 3

ENGINEERING SERVICES CONTRACT
BETWEEN
CITY OF ST. CHARLES
AND
HDR ENGINEERING, INC.

HDR ENGINEERING, INC.

Cory Imhoff — Jan 18, 2024

Signature — Date

Cory Imhoff, Senior Vice President

Printed Name

ATTEST:

Patrick Young — Jan 18, 2024

Patrick Young (Jan 18, 2024 13:23 CST)

Signature — Date

Patrick Young, Senior Vice President

Printed Name

CITY OF ST. CHARLES, MISSOURI

DocuSigned by:
Daniel J. Borgmeyer — 2/1/2024
8D36AFB1A1BD439...

Daniel J. Borgmeyer, Mayor — Date

DS

ATTEST:

DocuSigned by:
Kimberly Hudson — 2/1/2024
70E399BA7AAF426...

City Clerk Kimberly Hudson — Date

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SUPPLEMENTAL AGREEMENT NO. 3

ENGINEERING SERVICES CONTRACT
BETWEEN
CITY OF ST. CHARLES
AND
HDR ENGINEERING, INC.

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 1/31/2024
C5FB3E8A40BE40D...

Director of Finance Date
Jennifer O'Connor

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SUPPLEMENTAL AGREEMENT NO. 3

City of St. Charles – Restore Water Treatment Plant Capacity

Schedule B – Scope of Services

Future Source Water Supply Business Case Evaluation

This amendment represents changes to the scope only for Amendment 1 (Well Field Project) of the Restore Water Treatment Plant Capacity Project. The Well Field Project has been placed on hold following the Groundwater Modeling Technical Memorandum. To determine the future water supply solution the following scope of services will be performed. This amendment assumes that once the recommended alternative is determined the Well Field Project's scope and fee will be amended to deliver the recommended alternative. The amendment will utilize up to $99,500 of the budget authorized for the Well Field Project leaving $774,600 remaining on hold.

This scope of services includes a Business Case Evaluation (BCE) for the City of St. Charles' (City) Future Source Water Supply. The BCE will include an evaluation of the following seven (7) alternatives to meet 12 MGD of capacity based on life cycle costs (capital and O&M costs) and non-economic benefits of the alternatives. Following the BCE, a memorandum will be presented to the City with a recommendation for one alternative. The alternatives include:

1. **Existing Wholesale Contract.** Purchase water through the existing wholesale contract with the City of St Louis Board of Public Service (BPS) Department. This alternative will consider expanding the existing Heritage PS and raw water main infrastructure by 2 MGD or providing a completely redundant pump station.
2. **New Wholesale Contract.** Purchase water through a new wholesale contract Missouri American Water Company (MAWC).
3. **Existing Wellfield and Expand Existing WTP.** Rehabilitate or replace the existing wellfield requiring the use of the newly installed GAC system, expansion of the existing WTP (up to 12 MGD), and the addition of aeration.
4. **New Vertical Wells at Ducks Unlimited Property and Expand Existing WTP.** Installation of vertical wells northwest of the City's existing water treatment plant at Ducks Unlimited and expansion of the existing WTP (up to 12 MGD).
5. **New Vertical Wells at Nothstine Property and Expand Existing WTP.** Installation of vertical wells northwest of the City's existing water treatment plant at the location identified as the Nothstine Property and expansion of the existing WTP (up to 12 MGD).
6. **New Horizontal Collector Well and Expand Existing WTP.** Installation of a horizontal collector well north of the City's existing water treatment plant and south of the Mississippi River at the location identified as the Finck Property and expansion of the existing WTP (up to 12 MGD).
7. **New Surface WTP** (SWTP) of 6 MGD capacity in addition to restoring the capacity of the City's existing 6 MGD WTP. This alternative will consider a location of the SWTP at the Mississippi River or the Missouri River.

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This scope is based on the findings contained in the Final Summary Memorandum to Restore Water Treatment Plant Capacity – Feasibility and Alternatives Evaluation Phase, dated October 19, 2022. The results of this BCE evaluation will support the City's decision in its source water portfolio to achieve the future 12 MGD capacity. The BCE will be completed using a multi-decision criteria analysis. A web-based pairwise tool will evaluate the seven (7) identified alternatives to determine the preferred option using economic and non-economic screening criteria.

A. Project Management. Monthly Invoices and Project Administration

a. Prepare monthly invoices through project duration
b. Update Project Guide and Safety Plan
c. Perform monthly internal Project updates
d. Perform Quality Review and Management

B. Data Request. HDR will develop and submit a data request for the City. Completion of the evaluation will be dependent on receipt of the requested information including the following items. Once received, HDR will review the requested information.

a. St Louis Board of Public Service wholesale water contract and Joint Venture contract with City of St Peters
b. Existing Heritage Pump Station and transmission main supplying finished water from St Louis BPS (as-builts, condition assessment reports, planning studies, GIS data, pump curves)
c. Operating and Maintenance costs for active and recently discontinued City wells for the previous five (5) years
d. Production capacity for active City wells for the previous three (3) years
e. April 2020 WTP Master Plan

C. Alternatives Evaluation.

a. HDR will develop a system base map showing the supply main, pump station(s), elevated storage, large diameter mains, and WTP.
b. HDR will set up a skeletonized hydraulic model of the existing infrastructure from BPS to the Heritage Pump Station to determine the improvements necessary to increase the capacity by 2 MGD or to provide a fully redundant system.
c. HDR will assess the production capability of the existing well field and the potential for rehabilitation, replacement, or addition of wells to meet 12 MGD ultimate demands. Yield estimates for the potential new vertical wells and potential horizontal collector wells will be based on existing evaluations completed as part of the Groundwater Modeling TM.
d. For the existing Water Treatment Plant, HDR will prepare a site plan, schematic, and hydraulic profile, identify restrictions to capacity, confirm those with plant staff, and determine improvements to restore rated capacity.
e. For the Surface Water Treatment Plant, HDR will prepare a simplified process schematic.

D. Cost Estimate. HDR will develop the estimated capital, operations and maintenance, and net present value for each scenario. Preliminary Opinion of Probable Construction Cost (OPCC) will serve as the basis for capital costs for alternatives 1 through 6. It will be developed following the Class 5 estimate defined by the American Association of Cost Engineers (AACE) International Recommendation Practice No. 18R-97. Operations and maintenance costs will be estimated based on the City's current O&M costs for the existing wellfield, Heritage PS, and existing WTP,

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comparable utility O&M costs, estimated operational costs based on bench scale testing of GAC, and data from the new GAC system.

For the SWTP (alternative 7), estimated capital costs will be based on a cost per million gallons served from similar-sized facilities inclusive of treatment and distribution. A Class 5 estimate will not be developed for alternative 7.

E. Workshops.

a. HDR will lead Workshop 1 (virtual) with City staff to identify, weigh, and score the non-economic criteria (limited to four (4) to seven (7) criteria). Non-economic criteria are applied to capture the value of key decision criteria that are important and provide the appropriate anticipated benefit to the City but are difficult to monetize.
b. HDR will lead Workshop 2 (virtual) with City staff to review the graphical representation of the pairwise tool output.

F. Technical Memorandum. HDR will develop a technical memorandum summarizing the findings of the Business Case Evaluation. The TM will include the recommended scenario for the City's future Water Supply based on the outcome of the pairwise evaluation. A draft will be submitted to the City for review and comment. A final draft will incorporate comments from the City and be submitted upon completion of the project.

G. Anticipated deliverables:

a. Draft technical memorandum
b. Final technical memorandum

Assumptions

1. Assumes a 20-year planning window for life cycle cost analysis.
2. Assume labor and administrative costs are the same for all alternatives. Comparative O&M costs will include water purchase, electricity, chemicals/consumables, and equipment repair/replacement. GAC media replacement costs will be based on previous studies and the City's experience since operating the GAC system.
3. Capital costs will be derived based on representative costs from other similar installations.
4. Pump station and water treatment expansion analysis assumes property adjacent to the property will be available.
5. Property or easement acquisition costs will be assumed as a percentage of the appraised value.
6. Wholesale water purchased from MAWC will be assumed at a cost per 1,000 gallons based on discussion with MAWC. Complete facility evaluation necessary for conveying water from Missouri American will not be included with this evaluation.
7. Any option relocating the wellfield (vertical or horizontal collector wells) to an area away from the existing contamination assumes the GAC system will be taken offline.
8. The new surface WTP will be estimated as a cost per gallon that includes supply, treatment, conveyance to the distribution system, and O&M.

Schedule

It is anticipated the scope of services will be completed within 6 months of the City's Notice to Proceed.

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HDR Engineering, Inc.
Schedule C - 2024 Hourly Billing Rates
Effective through 12/31/2024

Billing rates will be updated on an annual basis. Employees may move within categories at any time throughout the year based on any salary adjustments incurred by employees. The rates listed below do not include reimbursable expenses.

Description	Billing Rate/Hour
Project Principal	$400
Principal Project Manager/Senior Technical Specialist	$350
Technical Specialist II/Senior Project Manager III	$325
Technical Specialist I/Senior Project Manager II	$300
Senior Project Manager I	$280
Project/Design Manager IV	$235
Project/Design Manager III	$210
Project/Design Manager II	$185
Project/Design Manager I	$165
Engineer/Architect/Designer VIII	$275
Engineer/Architect/Designer VII	$260
Engineer/Architect/Designer VI	$235
Engineer/Architect/Designer V	$205
Engineer/Architect/Designer IV	$180
Engineer/Architect/Designer III	$155
Engineer/Architect/Designer II	$140
Engineer/Architect/Designer I	$130
Cadd/BIM Manager	$225
Model Manager/Cadd/GIS Technician VI	$195
Cadd/GIS Technician V	$175
Cadd/GIS Technician IV	$155
Cadd/GIS Technician III	$140
Cadd/GIS Technician II	$115
Cadd/GIS Technician I	$100
Environmental/Water Quality Scientist/Modeler V	$250
Environmental/Water Quality Scientist/Modeler IV	$210
Environmental/Water Quality Scientist/Modeler III	$180
Environmental/Water Quality Scientist/Modeler II	$140
Environmental/Water Quality Scientist/Modeler I	$120
Survey Manager	$190
Construction Manager	$220
Survey Technician/Construction Inspector V	$185
Survey Technician/Construction Inspector IV	$160
Survey Technician/Construction Inspector III	$140
Survey Technician/Construction Inspector II	$120
Survey Technician/Construction Inspector I	$100
Public Involvement/Communications/Graphic Designer IV	$210
Public Involvement/Communications/Graphic Designer III	$175
Public Involvement/Communications/Graphic Designer II	$150
Public Involvement/Communications/Graphic Designer II	$125
Engineering Support Staff III	$165
Engineering Support Staff II	$130
Engineering Support Staff I	$105
Admin Assistant	$90

Direct Expenses	
Personal Vehicle Mileage	CURRENT IRS RATE
Fleet Vehicle Mileage	$0.75/mile
Printing	AT COST
Travel	AT COST
Subconsultants	AT COST

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SUPPLEMENTAL AGREEMENT NO. 3

City of St. Charles – Restore Water Treatment Plant Capacity

Schedule B – Scope of Services

Future Source Water Supply Business Case Evaluation

This amendment represents changes to the scope only for Amendment 1 (Well Field Project) of the Restore Water Treatment Plant Capacity Project. The Well Field Project has been placed on hold following the Groundwater Modeling Technical Memorandum. To determine the future water supply solution the following scope of services will be performed. This amendment assumes that once the recommended alternative is determined the Well Field Project's scope and fee will be amended to deliver the recommended alternative. The amendment will utilize up to $99,500 of the budget authorized for the Well Field Project leaving $774,600 remaining on hold.

This scope of services includes a Business Case Evaluation (BCE) for the City of St. Charles' (City) Future Source Water Supply. The BCE will include an evaluation of the following seven (7) alternatives to meet 12 MGD of capacity based on life cycle costs (capital and O&M costs) and non-economic benefits of the alternatives. Following the BCE, a memorandum will be presented to the City with a recommendation for one alternative. The alternatives include:

1. **Existing Wholesale Contract.** Purchase water through the existing wholesale contract with the City of St Louis Board of Public Service (BPS) Department. This alternative will consider expanding the existing Heritage PS and raw water main infrastructure by 2 MGD or providing a completely redundant pump station.
2. **New Wholesale Contract.** Purchase water through a new wholesale contract Missouri American Water Company (MAWC).
3. **Existing Wellfield and Expand Existing WTP.** Rehabilitate or replace the existing wellfield requiring the use of the newly installed GAC system, expansion of the existing WTP (up to 12 MGD), and the addition of aeration.
4. **New Vertical Wells at Ducks Unlimited Property and Expand Existing WTP.** Installation of vertical wells northwest of the City's existing water treatment plant at Ducks Unlimited and expansion of the existing WTP (up to 12 MGD).
5. **New Vertical Wells at Nothstine Property and Expand Existing WTP.** Installation of vertical wells northwest of the City's existing water treatment plant at the location identified as the Nothstine Property and expansion of the existing WTP (up to 12 MGD).
6. **New Horizontal Collector Well and Expand Existing WTP.** Installation of a horizontal collector well north of the City's existing water treatment plant and south of the Mississippi River at the location identified as the Finck Property and expansion of the existing WTP (up to 12 MGD).
7. **New Surface WTP** (SWTP) of 6 MGD capacity in addition to restoring the capacity of the City's existing 6 MGD WTP. This alternative will consider a location of the SWTP at the Mississippi River or the Missouri River.

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This scope is based on the findings contained in the Final Summary Memorandum to Restore Water Treatment Plant Capacity – Feasibility and Alternatives Evaluation Phase, dated October 19, 2022. The results of this BCE evaluation will support the City's decision in its source water portfolio to achieve the future 12 MGD capacity. The BCE will be completed using a multi-decision criteria analysis. A web-based pairwise tool will evaluate the seven (7) identified alternatives to determine the preferred option using economic and non-economic screening criteria.

A. Project Management. Monthly Invoices and Project Administration

a. Prepare monthly invoices through project duration
b. Update Project Guide and Safety Plan
c. Perform monthly internal Project updates
d. Perform Quality Review and Management

B. Data Request. HDR will develop and submit a data request for the City. Completion of the evaluation will be dependent on receipt of the requested information including the following items. Once received, HDR will review the requested information.

a. St Louis Board of Public Service wholesale water contract and Joint Venture contract with City of St Peters
b. Existing Heritage Pump Station and transmission main supplying finished water from St Louis BPS (as-builts, condition assessment reports, planning studies, GIS data, pump curves)
c. Operating and Maintenance costs for active and recently discontinued City wells for the previous five (5) years
d. Production capacity for active City wells for the previous three (3) years
e. April 2020 WTP Master Plan

C. Alternatives Evaluation.

a. HDR will develop a system base map showing the supply main, pump station(s), elevated storage, large diameter mains, and WTP.
b. HDR will set up a skeletonized hydraulic model of the existing infrastructure from BPS to the Heritage Pump Station to determine the improvements necessary to increase the capacity by 2 MGD or to provide a fully redundant system.
c. HDR will assess the production capability of the existing well field and the potential for rehabilitation, replacement, or addition of wells to meet 12 MGD ultimate demands. Yield estimates for the potential new vertical wells and potential horizontal collector wells will be based on existing evaluations completed as part of the Groundwater Modeling TM.
d. For the existing Water Treatment Plant, HDR will prepare a site plan, schematic, and hydraulic profile, identify restrictions to capacity, confirm those with plant staff, and determine improvements to restore rated capacity.
e. For the Surface Water Treatment Plant, HDR will prepare a simplified process schematic.

D. Cost Estimate. HDR will develop the estimated capital, operations and maintenance, and net present value for each scenario. Preliminary Opinion of Probable Construction Cost (OPCC) will serve as the basis for capital costs for alternatives 1 through 6. It will be developed following the Class 5 estimate defined by the American Association of Cost Engineers (AACE) International Recommendation Practice No. 18R-97. Operations and maintenance costs will be estimated based on the City's current O&M costs for the existing wellfield, Heritage PS, and existing WTP,

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comparable utility O&M costs, estimated operational costs based on bench scale testing of GAC, and data from the new GAC system.

For the SWTP (alternative 7), estimated capital costs will be based on a cost per million gallons served from similar-sized facilities inclusive of treatment and distribution. A Class 5 estimate will not be developed for alternative 7.

E. Workshops.

a. HDR will lead Workshop 1 (virtual) with City staff to identify, weigh, and score the non-economic criteria (limited to four (4) to seven (7) criteria). Non-economic criteria are applied to capture the value of key decision criteria that are important and provide the appropriate anticipated benefit to the City but are difficult to monetize.
b. HDR will lead Workshop 2 (virtual) with City staff to review the graphical representation of the pairwise tool output.

F. Technical Memorandum. HDR will develop a technical memorandum summarizing the findings of the Business Case Evaluation. The TM will include the recommended scenario for the City's future Water Supply based on the outcome of the pairwise evaluation. A draft will be submitted to the City for review and comment. A final draft will incorporate comments from the City and be submitted upon completion of the project.

G. Anticipated deliverables:

a. Draft technical memorandum
b. Final technical memorandum

Assumptions

1. Assumes a 20-year planning window for life cycle cost analysis.
2. Assume labor and administrative costs are the same for all alternatives. Comparative O&M costs will include water purchase, electricity, chemicals/consumables, and equipment repair/replacement. GAC media replacement costs will be based on previous studies and the City's experience since operating the GAC system.
3. Capital costs will be derived based on representative costs from other similar installations.
4. Pump station and water treatment expansion analysis assumes property adjacent to the property will be available.
5. Property or easement acquisition costs will be assumed as a percentage of the appraised value.
6. Wholesale water purchased from MAWC will be assumed at a cost per 1,000 gallons based on discussion with MAWC. Complete facility evaluation necessary for conveying water from Missouri American will not be included with this evaluation.
7. Any option relocating the wellfield (vertical or horizontal collector wells) to an area away from the existing contamination assumes the GAC system will be taken offline.
8. The new surface WTP will be estimated as a cost per gallon that includes supply, treatment, conveyance to the distribution system, and O&M.

Schedule

It is anticipated the scope of services will be completed within 6 months of the City's Notice to Proceed.

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HDR Engineering, Inc.
Schedule C - 2024 Hourly Billing Rates
Effective through 12/31/2024

Billing rates will be updated on an annual basis. Employees may move within categories at any time throughout the year based on any salary adjustments incurred by employees. The rates listed below do not include reimbursable expenses.

Description	Billing Rate/Hour
Project Principal	$400
Principal Project Manager/Senior Technical Specialist	$350
Technical Specialist II/Senior Project Manager III	$325
Technical Specialist I/Senior Project Manager II	$300
Senior Project Manager I	$280
Project/Design Manager IV	$235
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Cadd/GIS Technician I	$100
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Construction Manager	$220
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Survey Technician/Construction Inspector I	$100
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Public Involvement/Communications/Graphic Designer III	$175
Public Involvement/Communications/Graphic Designer II	$150
Public Involvement/Communications/Graphic Designer II	$125
Engineering Support Staff III	$165
Engineering Support Staff II	$130
Engineering Support Staff I	$105
Admin Assistant	$90

Direct Expenses	
Personal Vehicle Mileage	CURRENT IRS RATE
Fleet Vehicle Mileage	$0.75/mile
Printing	AT COST
Travel	AT COST
Subconsultants	AT COST

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SUPPLEMENTAL AGREEMENT NO. 2

ENGINEERING SERVICES CONTRACT
BETWEEN
CITY OF ST. CHARLES
AND
HDR ENGINEERING, INC.

THIS SUPPLEMENTAL AGREEMENT NO. 2 to the Engineering Services Contract made and entered into this 10TH day of AUGUST, 2023 by and between the City of Saint Charles, Missouri, hereinafter referred to as "CITY" and **HDR Engineering, Inc.** hereinafter referred to as "ENGINEER".

WITNESSETH:

WHEREAS, on July 5, 2022, the parties hereto entered into an Engineering Services Contract (Prime Contract) to provide professional services for the "Restore Water Treatment Plant Capacity", hereinafter "PROJECT". The original contract value was $43,500.00. On November 22, 2022, the contract was amended by Supplemental No. 1 with a value of $1,061,500.00.

WHEREAS, the CITY desires to have additional work performed by the ENGINEER to provide services in accordance with Supplemental No. 2 Scope and Fee as shown in Schedule B. This requires a change in the scope of services of the aforesaid Engineering Services Contract and an increase in contract value of One Million Six Hundred Eighty-One Thousand Five Hundred Dollars and no cents ($1,681,500.00). The contract total is changed from $1,105,000.00 to $2,786,500.00.

NOW, THEREFORE, in consideration of the payment and mutual agreements of the parties contained herein, the parties do mutually agree as follows:

1. ENGINEER shall perform the services described in the attached Scope of Services (Schedule B) in addition to the Scope of Services described in Schedule B of the Prime Contract and Supplemental No. 1, and CITY shall pay ENGINEER an additional amount not to exceed $1,681,500.00.

2. ENGINEER will provide the consulting services described herein:

    - For services described in Schedule B Design Phase Services, compensation shall be amended from those described in the Prime Contract and in the form of lump sum compensation. Payments for services shall be made monthly as an estimated percentage of services performed.

    - For services described in Schedule B Construction Phase Services, compensation shall be at actual hourly costs and directly reimbursable fees in accordance with the attached Schedule of Fees and Hourly Rates (Schedule C) in addition to the Schedule of Fees and Hourly Rates described in Schedule B of the Prime Contract.

3. All other provisions of the Engineering Services Contract between the parties shall remain unchanged.

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SUPPLEMENTAL AGREEMENT NO. 2

ENGINEERING SERVICES CONTRACT
BETWEEN
CITY OF ST. CHARLES
AND
HDR ENGINEERING, INC.

HDR ENGINEERING, INC.

Cory Imhoff

7/28/2023

Signature Date

Cory Imhoff, Senior Vice President

Printed Name

ATTEST:

Elizabeth C. Buell

Elizabeth C. Buell (Jul 28, 2023 16:07 CDT) 7/28/2023

Signature Date

Elizabeth C Buell, Assistant Secretary

Printed Name

CITY OF ST. CHARLES, MISSOURI

DocuSigned by:
Daniel J. Borgmeyer
8D36AFB1A1BD439...

8/9/2023

Daniel J. Borgmeyer, Mayor Date

ATTEST:

DocuSigned by:
Kimberly Hudson
70E395BA7A6F420...

8/10/2023

City Clerk Kimberly Hudson Date

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SUPPLEMENTAL AGREEMENT NO. 2

ENGINEERING SERVICES CONTRACT
BETWEEN
CITY OF ST. CHARLES
AND
HDR ENGINEERING, INC.

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
C9FB3E8A40BE40D...

8/4/2023

Director of Finance Jennifer O'Connor Date

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SUPPLEMENTAL AGREEMENT NO. 2

CITY OF ST. CHARLES – RESTORE WATER TREATMENT PLANT CAPACITY

SCHEDULE B – SCOPE OF SERVICES DESIGN PHASE [LUMP SUM]

GAC SYSTEM ADDITION

This scope of work includes the design of a new 6 MGD GAC treatment system, to be incorporated into the existing Elm Point Water Treatment Plant (WTP). Improvements related to the GAC system addition include the following:

- 6 MGD GAC contactor system with eight 12x40 vessels (12 ft diameter, 40,000 lbs. of carbon media), set up in four (4) parallel pairs, each operating in series, or lead-lag.
- CMU block/Brick GAC system building,
- New filter effluent transfer pumps, check valves, controls, and VFDs,
- New buried and above-ground process piping, valves, actuators, flow meters, vaults, and associated electrical and controls.
- New liquid ammonium sulfate chemical feed system and piping to a new dosing point.
- New liquid sodium hypochlorite chemical feed system, building expansion, and piping to a new dosing point.
- Associated site civil, mechanical, electrical, instrumentation, controls, and SCADA.

The Owner has executed a construction contract with a local General Contractor with experience at this facility. They will be operating in parallel with the Engineer under an emergency construction contract to initiate construction prior to the completion of design to expedite equipment procurement, construction, and commissioning. The design will be developed in packages, sequenced for expediting construction of the improvements by the Contractor. Package prioritization has been determined during the preliminary design. The following scope of services is based on design phase services through November 2023.

Scope of Services

Task 12.1 - Project Management and Administration

A. Project Initiation and Internal Kickoff
    a. Engineer will prepare an abbreviated Project Guide including our internal Project Management Plan and Quality Management Plan. These documents define a clear roadmap for project execution and include an internal budgeting plan, staffing plan, safety plan, and schedule.
B. Internal Management Reviews and PARR review
    a. Engineer will conduct monthly management team review meetings through design.
    b. Engineer will prepare a Process Approach and Resource Review (PARR). This is a review of our project approach and internal resource plan to support project delivery efficiencies and quality.

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C. Monthly Invoices and Progress Reporting
    a. Engineer's Project Manager (PM) and accounting staff will prepare monthly invoices, throughout the project design.
    b. Project Manager will prepare written progress reports monthly throughout design.
D. Monthly Progress Meetings Onsite with Owner, WTP operations staff, and the Owner's selected Construction Contractor:
    a. Engineer will conduct monthly progress meetings onsite with Owner, either in person or virtually as preferred by the Owner. Assumes Project Manager (PM) and assistant PM will be onsite once per month, other disciplines will attend 4 onsite meetings for the project duration.
E. Weekly Progress Meetings via Conference call with Owner, WTP operations staff, and Contractor:
    a. Engineer will conduct weekly progress meetings via conference call with the Owner, either in person or virtually as preferred by the Owner. These will not occur for the weeks of the monthly onsite meetings.
F. Project Team Weekly Coordination meetings during design.
    a. Engineer's PM will lead weekly coordination meetings with key discipline leads to delegate individual responsibilities and track project execution.

Task 12.2 –Basis of Design Report (BODR)

A. Water quality and treatment technology evaluation.
    a. Review raw water quality provided by Owner. Evaluate treatment technologies. Coordinate with vendors for equipment selection recommendations, sizing, equipment cost estimates, and lead times. Assist Owner with critical path equipment procurement.
B. Design Evaluation and Criteria update.
    a. Engineer will document design evaluation and criteria based on design development, discussions with Owner's staff, and monthly progress meeting discussions.
C. Hydraulic calculations
    a. Analyze hydraulics through the new GAC system, for transfer pump sizing.
D. Opinion of Probable Construction Cost
    a. Basis of Design Report will include an Opinion of Probable Construction Cost for the GAC improvements.
E. Regulatory Permitting
    a. The regulatory permitting section will be based on reviews and discussions with MDNR.
F. Project Schedule Update
    a. Project schedule will be based on the information and input from the Contractor.

Task 12.3 – Field Surveys and Investigation

A. Topographic Survey
    a. A field topographic and property survey will be conducted by

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Engineer's subconsultant and will include:

i. Establishing horizontal and vertical survey control.
ii. Locate existing structures at the water treatment plant improvement boundary such as buildings, concrete structures, poles, signs, pavement types, vaults, valve boxes, manholes, other surface features, and roadway edges within the survey area.
iii. Document existing utilities in the survey area, including surveyed utility locates (one-call), existing surface features, and additional information provided by WTP management and staff.
iv. Provide ground topography at one (1) foot contour intervals.
v. No easement legal descriptions/document preparation or subdivision plat preparation is anticipated.

B. Geotechnical
   a. A geotechnical investigation at the water treatment plant site will be completed by Engineer's subconsultant and will include:
      i. Completion of six (6) borings, advanced to bedrock.
      ii. Sampling: Samples will be obtained from the borings at 2.5 feet for the upper 10 feet, then at 5-foot intervals thereafter.
      iii. Laboratory Testing: Laboratory tests will be performed to classify soils and obtain geotechnical physical characteristics for soils and rock such as strength, compressibility, and compaction characteristics. Laboratory tests will include:
         1. In-situ density, moisture content
         2. Dry unit weight
         3. Grain size analyses
         4. Unconfined compression strength testing,
         5. Three-point triaxial compression
   b. Geotechnical Report will be prepared containing a description of the drilling and sampling program, a description of the geology and subsurface conditions encountered, groundwater conditions, printed boring logs with a boring location plan, and results of the laboratory testing program. The Report will also contain geotechnical recommendations for the design and construction of the proposed equipment and building foundations, including deep foundations or ground improvement.

C. Bench Scale Testing and Evaluation:
   a. This task will involve the administrative, and technical management of the bench testing activities. This effort will include scheduling and coordinating meetings, task completion, and quality assurance/quality control (QA/QC) review of the work.
   b. Task includes bench-scale studies to evaluate the efficacy of granular activated carbon (GAC) to remove VOCs including vinyl chloride (VC) and cis-1,2-dichloroethylene (1,2-DCE) prior to implementation of full-scale at the Owner's WTP. A bench-scale study using Rapid Small-Scale Column Testing (RSSCT) will also be used to evaluate the effectiveness of GAC media to reduce VC and 1,2-DCE following filtration in the existing water treatment plant. The major bench-scale elements of this task include are provided below.
      i. Conduct a bench testing kickoff meeting and sampling procedure meeting to discuss project expectations, sampling

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procedures, meetings, contracts, and proposed schedule.

ii. Engineer will conduct RSSCT to assess the performance of up to four GAC media for the removal of VC and 1,2-DCE. RSSCT will be performed at Engineer's water quality laboratory in Portland, Oregon. Engineer will advise the Owner on the proper collection of bulk water samples:
    1. Samples will be collected in 30-gallon HDPE drums and shipped to Engineer's water quality laboratory. Engineer will purchase the drums and pay shipping costs.
    2. Record date and time of collection
    3. Measure and report pH and temperature and alkalinity at the time of collection

iii. Engineer will perform RSSCT Lab Analysis

iv. Engineer will summarize the bench scale testing results in a technical memorandum (TM). The TM will include a summary of the bench scale testing results and a summary of VC and 1,2-DCE removal efficiency with GAC.

c. Bench Testing Schedule: 10 weeks from receipt of bulk water sample.

Task 12.4 – Permitting

A. MDNR Coordination and Construction Permit Applications. Submit BODR. Submit partial and final Construction Permit Applications and address comments.
    a. Engineer will coordinate MDNR meetings, discussions, design document reviews, comments, and responses to facilitate approvals.
B. Land Disturbance Permit: Submit with draft Storm Water Pollution Prevention Permit.
C. Storm Water Pollution Prevention Permit (SWPPP): Prepare and submit a draft SWPPP to MDNR.
D. City of St. Charles Construction Permit: Coordinate with the Owner to facilitate the preparation of Construction Permit application by the Contractor.

Task 12.5 – Final Design

A. Design Drawings and Construction Packages
    a. Prepare Design Drawings as outlined in Attachment A – Preliminary Design Drawing List. Refer to Attachment A for a list of the elements included in the design, including the following. The level of effort and fee outlined is based on the improvements outlined and the number of drawings estimated. An increase in the level of effort, necessary improvements, or drawings required may require a future Amendment.
        i. Series 00 – General sheets, including:
            1. Process Flow Diagram
            2. Hydraulic Profile
            3. Electric One-Line Diagrams
            4. SCADA Diagram
            5. Process and Instrumentation Diagrams
        ii. Series 02 – Standard Details

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1. Details, Notes, Schedules, and Diagrams for all Disciplines.

iii. Series 10 – Site Planning
1. Survey Plan
2. Demolition Plan
3. Grading, Drainage, and Erosion Control Plans
4. Process Piping Plans
5. Electrical Site Plans

iv. Series 20 – Filter Building Transfer Pumps
1. Demolition Plans and Sections
2. Process Plan and Sections – Transfer Pumps
3. Process Plan and Sections – Liquid Ammonium Sulfate storage and feed system.
4. Electrical Plans, Diagrams, Schedules, and Details
5. Control Plans and Diagrams

v. Series 30 – GAC Building
1. Structural Plans, Sections, and Details
2. Architectural Plans, Sections, and Details
3. Code Analysis and Life Safety Plans
4. Process Plans, Sections, and Details
5. Mechanical and Plumbing Plans and Schedules
6. Electrical Plans and Schedules
7. Control Plans and Diagrams

vi. Series 40 – Sodium Hypochlorite Building
1. Demolition Plan, Sections, and Details
2. Structural Plans and Sections
3. Architectural Plans, Elevations, Sections, Details, and Schedules.
4. Code Analysis and Life Safety Plans
5. Process Plans, Sections, and Details
6. Mechanical and Plumbing Plans and Schedules
7. Electrical Plans, Diagrams, and Schedules
8. Control Plans and Diagram

vii. Series 50 – Electrical Building
1. Electrical Plan, Schedules, and Details

viii. Series 60 – Vaults
1. Universal (multi-discipline) Plans and Sections

b. Technical Specifications:
i. Technical specifications will be provided for the Divisions outlined below and will be submitted by packages outlined above, prior to construction.
1. Division 01 - General Requirements
2. Division 02 - Existing Conditions
3. Division 03 - Concrete
4. Division 04 - Masonry
5. Division 05 - Metals
6. Division 06 - Wood, Plastics, and Composites
7. Division 07 - Thermal and Moisture Protection
8. Division 08 - Openings
9. Division 09 - Finishes
10. Division 10 - Specialties

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11. Division 11 - Equipment
12. Division 12 - Furnishings
13. Division 22 - Plumbing
14. Division 23 - HVAC
15. Division 26 - Electrical
16. Division 27 - Communications
17. Division 28 - Electronics Safety and Security
18. Division 31 - Earthwork
19. Division 32 - Exterior Improvements
20. Division 33 - Utilities
21. Division 40 - Process Interconnects
22. Division 43 - Process Gas and Liquid Handling, Purification and Storage Equipment
23. Division 46 - Water and Wastewater Equipment

B. QA/QC Reviews
    a. Engineer will provide design package in-house quality control/quality assurance review of deliverables by senior interdisciplinary personnel.

Task 12.6 – Construction Document Management

A. Review the schedule of values, shop drawings, construction schedule, test results, SWPPP inspection reports, and other submittals that the Contractor is required by contract to submit, to show conformance with contract specifications. Review operation and maintenance (O&M) manuals and equipment record forms, submitted by the Contractor, for compliance with the contract specifications.
    a. Assumes 90 submittals. Assume 4 hours per submittal plus administration.
    b. Assumes 35 Vendor O&M Manuals at 1 hour/O&M.
B. Issue field orders or work directives to contractor after consultation and approval by Owner, when appropriate. Review any change orders submitted by the Contractor and provide recommendations to Owner. Issue change orders for MDNR, Contractor, and Owner's approval.
    a. Assume 75 clarification and change documents at 3 hours each for engineering plus supervisory time.

Deliverables:

- Monthly invoices
- Monthly progress meeting minutes
- Basis of Design Report
- Geotechnical Report
- MDNR Construction Permit Applications
- Design Development Drawings
- Design Packages for MDNR and Construction

Assumptions and Exclusions:

- This scope includes design phase services for the Owner and coordination with the Owner and Contractor during the design phase only as defined in this scope of services.

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Construction phase services are not included in this scope and will be negotiated separately.

- Environmental studies or impact statements, environmental clearances, cultural resource assessments, NEPA, and NPDES are excluded.
- Funding for the project is provided by the Owner. Preparation of funding applications is excluded.
- This project is exempt from Planning and Zoning plan reviews.
- Additional services not clearly outlined within this scope of work are excluded. Additional design effort requested during execution of this scope will necessitate an Amendment for an additional fee.
- Engineer's observation or monitoring of portions of the work performed under Construction contracts shall not relieve the Contractor from responsibility for performing work in accordance with applicable contract documents. Engineer shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control, or have charge of construction. Engineer shall not be responsible for the acts or omissions of the Contractor or other parties on the project. The Owner agrees to contractually require its Contractor to include Engineer as an additional insured on the Contractor's general liability insurance.

SCHEDULE

Project Kickoff	January 16, 2023
Package 1 – MDNR Concept Design	April 7, 2023
Package 2 – Foundation Package	April 28, 2023
Package 3 – GAC Equipment Package	May 31, 2023
Package 4 – GAC Building Package	August 31, 2023
Package 5 – Balance of Work Package	November 30, 2023

FEE PROPOSAL

The fee for completing the scope of services is shown below. We understand that this work will be authorized by the Owner as a supplement/amendment to Engineer's current contract.

Task 12.1 – Project Management and Administration	$ 159,300
Task 12.2 – Basis of Design Report	$ 56,100
Task 12.3 – Field Surveys and Investigation	$ 170,400
Task 12.4 – Permitting	$ 29,600
Task 12.5 – Design	$1,067,400
Task 12.6 – Construction Document Management	$ 116,700
Total Lump Sum	**$1,599,500**

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SUPPLEMENTAL AGREEMENT NO. 2

CITY OF ST. CHARLES – RESTORE WATER TREATMENT PLANT CAPACITY

SCHEDULE B – SCOPE OF SERVICES CONSTRUCTION PHASE [TIME & MATERIALS]

GAC SYSTEM ADDITION

This scope of work includes engineering services during the construction of a new 6 MGD GAC treatment system, to be incorporated into the existing Water Treatment Plant (WTP). Improvements related to the GAC system addition include the following:

- 6 MGD GAC contactor system with eight 12x40 vessels (12 ft diameter, 40,000 lbs. of carbon media), set up in four (4) parallel pairs, each operating in series, or lead-lag.
- CMU block/Brick GAC system building,
- New filter effluent transfer pumps, check valves, controls, and VFDs,
- New buried and above-ground process piping, valves, actuators, flow meters, vaults, and associated electrical and controls.
- New liquid ammonium sulfate chemical feed system and piping to a new dosing point.
- New liquid sodium hypochlorite chemical feed system, building expansion, and piping to a new dosing point.
- Associated site civil, mechanical, electrical, instrumentation, controls, and SCADA.

The City has executed a construction contract with a local General Contractor with historical experience at this facility. They will be operating in parallel with HDR, Engineer, under an emergency construction contract to initiate construction prior to the completion of design to expedite equipment procurement, construction, and commissioning.

The following initial construction services, Task 13.1 Substantial Completion and Task 13.2 Startup and Commissioning, will be delivered through March 2024. Additional scope and fee must be negotiated to continue the remaining construction phase services through the completion of construction and to perform the final acceptance of the project for the City and submit final acceptance documents to MDNR.

Scope of Services

Task 13.1 – Construction Completion Inspections

A. Conduct an initial inspection with appropriate City, Contractor, and Engineer personnel to determine if the project is substantially complete. Provide a letter to City recommending that Substantial Completion be granted. Submit to the Contractor a list of observed items requiring completion or correction. Additional scope and fee must be negotiated to continue construction phase services through the completion of the remaining construction and to perform the final acceptance of the project for the City and submit final acceptance documents to MDNR.

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Task 13.2 – Startup and Commissioning

A. Assist City and Contractor with major equipment startup and training.
B. Assist the City and Contractor with overall GAC system startup and integration.

Assumptions and Exclusions:

- This scope includes initial construction phase services through March 2024. Additional scope and fee must be negotiated to continue construction phase services through the completion of the remaining construction and to perform the final acceptance of the project for the City and submit final acceptance documents to MDNR.
- Additional services not clearly outlined within this scope of work are excluded. Additional engineering services during construction requested during the execution of this scope will necessitate an Amendment for an additional fee.
- Engineer's observation or monitoring of portions of the work performed under Construction contracts shall not relieve the Contractor from responsibility for performing work in accordance with applicable contract documents. Engineer shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control, or have charge of construction. Engineer shall not be responsible for the acts or omissions of the Contractor or other parties on the project. The City agrees to contractually require its Contractor to include Engineer as an additional insured on the Contractor's general liability insurance.

FEE PROPOSAL

The fee for completing the scope of services is shown below. We understand that this work will be authorized by the City as a supplement/amendment to HDR's current contract.

Task 13.1 – Construction Completion Inspections	$ 27,000
Task 13.2 – Start-up and Commissioning	$ 55,000
Total	**$82,000**

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HDR Engineering, Inc.
SCHEDULE C – 2023 Hourly Billing Rates

Effective 1/1/2023 through 12/30/2023

Enclosed are the 2023 Hourly Billable Rates for HDR Engineering, Inc. These billing rates shall be adjusted annually to reflect any salary adjustments incurred by employees. The rates listed below do not included reimbursable direct expenses as defined below.

Description	Billing Rate/Hour
Senior Technical Specialist/Senior Project Manager III	$290
Technical Specialist/Senior Project Manager II	$260
Senior Project Manager I	$230
Project Manager III	$200
Project Manager II	$175
Project Manager I	$135
Engineer VI	$230
Engineer V	$200
Engineer IV	$175
Engineer III	$150
Engineer II	$135
Engineer I	$120
Cadd/BIM Manager	$195
Model Manager	$185
Cadd/GIS Technician V	$170
Cadd/GIS Technician IV	$150
Cadd/GIS Technician III	$130
Cadd/GIS Technician II	$110
Cadd/GIS Technician I	$95
Environmental/Water Quality Scientist IV	$230
Environmental/Water Quality Scientist III	$200
Environmental/Water Quality Scientist II	$175
Environmental/Water Quality Scientist I	$155
Senior Land Surveyor	$175
Survey Technician III	$130
Survey Technician II	$90
Survey Technician I	$70
Construction Manager III	$200
Construction Manager II	$175
Construction Manager I	$150
Construction Inspector II	$125
Construction Inspector	$110
Senior Support Staff	$125
Support Staff	$100
Admin Assistant	$85

Direct Expenses	
Mileage	CURRENT IRS RATE
Printing	AT COST
Travel	AT COST
Subconsultants	AT COST

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Contract #_____
(City Clerk will Assign)

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

Requesting Department:	Engineering	**Department Contact:**	Alex Weidenbenner/ Grace
Vendor Name & NWS#:	HDR		
Description/Purpose:	Amendment #1 for the 2022 Restore Water Treatment		
Account #:	514-502-535-873-199 $385,732.00 514-502-535-873-199 $675,768.00 (TBE 2023)		
Project #:	22WTR10		
Amount of this Routing:	$ 1,061,500.00	**Change PO #:**	2022-540
Contract Type:	Contract Amendment	**N/A**	Coop#:
Contract Term:	N/A	**Renewal Options:**	
If Renewal or Amendment: C#	22-165	**Amendment #** 1	**Renewal #**
Original Contract Value:	$ 43,500.00	**Total of Previous Amendments:**	$
Total Contract Value:	$ 1,105,000.00		

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:**
Dan Mann for Brad Temme	DocuSigned by: Dan Mann 147DA4440E33432... 11/29/2022

ROUTING	**Signature/Date**
Purchasing Review (Compliant with Chapter 145 and City Terms)	DocuSigned by: 11/29/2022 1DC83A752DDA432...
Department of Law (for Legality only)	DocuSigned by: Michael Cullen 11/29/2022 56AFF5A3AB934F2...
Director of Finance (Funds Available)	DocuSigned by: Jennifer O'Connor 11/29/2022 C5FB3E8A40BE40D...
Director of Administration (Recommend Approval)	DocuSigned by: Lawrence S. Dobrosky, Jr. 11/29/2022 3E05A81A5B084AA...
City Council Approval on Consent Agenda	DocuSigned by: Kimberly Hudson 12/7/2022 70E399BA7AAF426...
Mayor (Signature Indicating Approval)	DocuSigned by: Daniel J. Borgmeyer 12/7/2022 8D36AFB1A1BD439...
City Clerk (Signature, Seal and Contract # Assigned)	DocuSigned by: Laura Whitehead 12/7/2022 B5798C2930674AC...

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RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 12/06/2022
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☑ Ordinance ☐

Bill #_____

Request for Council Action

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

Description:
Amendment #1 for the 2022 Restore Water Treatment

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

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

Summary:
In July of 2022, the city contracted with HDR to begin work on the concept plans to determine the feasibility of relocating the city's well field. The feasibility study has been completed which allows the city to scope for the remaining design work. This supplemental agreement covers design of the four initial new wells, a new raw water supply line to the existing treatment plant, a hydraulic model to determine the effect on the aquifer, and test drilling to determine water quality/ site conditions.

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

Fiscal Impact: 1,061,500.00 **Change PO #:** 2022-540

Account #: 514-502-535-873-199 $385,732.00
514-502-535-873-199 $675,768.00 (TBE 2023)

Project #: 22WTR10

RCA prepared by: ARW Dept. Dir. DM Finance Dir. JA Dir. of Admin. LSDS

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SCHEDULE B

City of St. Charles
Restore WTP Capacity – Phase 1 of Well Field Project
Scope of Services

The following is the scope of services for Phase 1 of the Well Field Project for the City of St. Charles (City), which is based on the information contained in the Final Summary Memorandum to Restore Water Treatment Plant Capacity – Feasibility and Alternatives Evaluation Phase, dated October 19, 2022 and includes design and bidding services for:

1. Four (4) new vertical alluvial wells
2. Raw water pipeline to connect the new wells to the existing raw water pipeline located near existing well #7
3. Communications and surveillance connections to the four (4) new wells

The following tasks are included in the scope of services:

Task 1 – Property Owner Outreach Assistance

To support City right-of-way staff on property owner outreach assistance, HDR will provide the following services:

- Attending meetings with City staff and property owners. We have estimated a total of seven (7) property owners that will need to be contacted and we have assumed one or two (2) meetings with each one, for a total of 10 meetings.
- Develop figures / exhibits for use at the meetings with property owners.
- Attend one (1) public meeting with City staff. The basic information from the figures / exhibit(s) developed for the meetings with property owners will also be used for the public meeting.

Task 2 - Topographic Field Survey / Property Research

HDR's subconsultant, Bax, will conduct a field topographic survey for the new wells and the raw water pipeline alignments, and this will include:

- Coordination with local authorities and property owners for access to the properties for completing the survey.
- Contact Missouri One-call to mark public utilities in the vicinity of the proposed borings and proposed survey extents.
- Establish horizontal and vertical control for the project. The horizontal control shall be based on NAVD 88 Vertical Datum and U.S. Missouri State Plane East Coordinate system.
- At each of the four (4) proposed well sites, the area to be surveyed shall be 150 ft x 150 ft.
- Locate existing structures such as buildings, poles, signs, pavement types, and roadway edges.
- Locate existing street right-of-way and critical property corners.
- Include invert elevations for sanitary pipelines (manholes), storm drains, and culverts, where accessible, as well as the diameter of crossing utilities. Top of pipe, flow-line, pipe material, and pipe sizes for these utilities shall be surveyed.
- Provide ground topography at one (1) foot contour intervals.
- Prepare easement plats and legal descriptions for permanent easement acquisition as well as temporary easement acquisition. The estimated number of permanent and temporary easements is estimated at seven (7).
- Obtain title report, review applicable easement and property ownership information. The estimated number of title reports is seven (7).

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- Prepare the plats and legal descriptions for acquisition of the four (4) wells. It is anticipated that these four sites will be on Ducks unlimited property.

Task 3 – Hydraulic Modeling

HDR will utilize the City's WaterGEMs hydraulic model to add the four (4) proposed well locations along with the proposed raw water pipelines to evaluate the hydraulics and confirm the sizing of the new piping. HDR will update existing raw water pipelines in the model based on as-built and other information provided by City. In addition, the model will be used to evaluate the hydraulics with the proposed well pumps.

Task 4 – Groundwater Modeling

The City has been working with 212 Environmental on items related to the contamination plume near the City's existing wells. 212 Environmental has reviewed the conceptual locations of the new vertical wells that were included in the October 19, 2022, Summary Memorandum and noted that they are more comfortable with the well locations based on proximity to known and potential sources of contamination that have been identified in the existing Elm Point Wellfield.

HDR will develop the groundwater model for the Elm Point Wellfield. The following tasks are included:

- Coordinate with City and 212 Environmental to gather data related to testing locations and sample results for delineating the known contamination.
- Review available hydrogeological data and generate conceptual site model describing necessary understanding of the field-based expected aquifer units, groundwater budget flow rates, and groundwater levels and flow directions.
- Set up groundwater model domain, grid, boundary conditions, and inputs/parameters to incorporate hydrogeological data using ArcGIS and Groundwater Vistas software.
- Calibrate the model to match groundwater levels, flow directions, and expected groundwater budget flow rates within reasonable tolerances. Perform a sensitivity analysis of primary model parameters, including hydraulic conductivity, recharge rates, existing well pumpage, and boundary condition parameters (heads, conductance).
- Develop model scenarios considering options for optimal well spacing and average daily pumping rates beginning at 6 million gallons per day (MGD) and increasing to 12 MGD from four new wells, and the addition of three future wells (total of six wells in operation at one time).
- Perform model evaluation and testing to evaluate the well spacing and identify the associated well drawdown interference and potential contaminant capture (groundwater area of contribution delineation) for new wells 11, 12, 13, and 14, and future wells 15, 16, and 17. Each model scenario will provide resulting capture zones indicating the source areas of the water pumped by each well. The potential contaminant migration will include:
    - Proximity to the existing City sanitary lift station
    - Proximity to contamination from spill at Fedex facility
    - Proximity to the sod farm (potential for nitrates)
- Develop a Technical Memorandum (TM) summarizing the groundwater model development, data inputs, calibration, scenario descriptions, and simulation results, including recommended well locations and spacing, aquifer production and drawdown considerations, and contaminant migration groundwater flowpaths for the modeled scenarios. This TM will include information on changes in groundwater gradient near the known contamination based on modeling, and changes in contamination movement that might be expected to occur due to the new well field.

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- Additional Task (included in overall NTE fee): Provide on-call modeling services as requested focused on future operational strategies. This would include running additional modeling scenarios for siting of new wells, new well layouts/configurations, different average daily production rates, or use of existing or new wells as capture wells meant to provide a hydraulic barrier to block contaminated groundwater from reaching new wells. The groundwater model TM would be updated to include the additional modeling scenario results.

Task 5 – Test Well Installation and Testing

HDR's subconsultant, Brotcke Well & Pump, will be utilized to perform the items listed below.

- Drill, sample, and geophysical logging of four test holes to a depth of approximately 90 to 110 feet. This will include sieve analysis of formation samples collected over lower half of alluvium. 7-point sieve analyses for each sieve sample will be completed and, at a minimum, the following standard US Sieve Sizes should be used: No.4, No.8, No. 16, No. 30, No. 50, No. 100, and No. 200. The test hole locations will be coordinated with the City, based on discussions with the property owner.
- Installation and development of a 4-inch diameter monitoring well at each of the four test holes to a depth of approximately 90 to 110 feet. Total of four monitoring wells installed. Monitoring wells in each test hole will be completed using PVC casing and PVC slotted screen. Borehole will be 4 inches greater than the outside diameter of the casing. A concrete pad around the monitoring well casing with the top outer edge flush with the final ground level elevation will be completed (will be sloped away from monitoring well). Driller will be responsible for pre-drilling notifications to the Missouri Department of Natural Resources (MDNR).
- Collection and analysis of water quality samples from each of the four 4-inch diameter monitoring wells. Total of four samples collected.
- Based on the test hole drilling data collected at the test hole locations, our team will develop potential pumping rates for wells developed at the four locations. Potential pumping rates will be based on formation grain-size and potential well screen inflow velocities, with consideration given to well performance observed at other wells in the area.

The drilling will be performed under the supervision of a permitted Monitoring Well Installation Contractor licensed in the State of Missouri, and will be performed in accordance with Missouri Code of State Regulations, Title 10 - Rules of Department of Natural Resources, Division 23-Division of Geology and Land Survey, Chapter 4 – Monitoring Well Construction Code (10 CSR 23).

HDR will have staff on-site during the drilling activities to observe the progress of the work, the subsurface material being logged from the holes, the sieve analysis to be completed and the installation of the monitoring wells.

The drilling subconsultant will coordinate activities including utility clearances, mobilization of equipment, drilling work hours, excavation of mud pits, discharge of cuttings and development water.

Task 6 – Well Design

The following will be completed for the design of the four (4) new wells:

- Well design including the well casing pipe sizing, well screen sizing and location, well pump, well pump house and elevated well platform. It is anticipated that VFDs will be utilized for the well

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pumps. There will be an elevated platform to keep the pump and control equipment out of the flood plain.

- Our team will prepare a summary letter based on the field activities from Task 5 and present proposed production well design parameters. The well design parameters will include:
    - borehole and well casing/screen diameters,
    - depth setting of screen, gravel pack, and well seal,
    - screen slot-size and gravel pack gradation,
    - maximum recommended pumping rates,
    - well drilling and development methods, and
    - aquifer testing protocol.
- Gravel access road for getting to the new well locations.
- Site design including fencing, grading and access from the road. City would like the site layout to include the ability for boat access directly through fencing to the platform stairs (so boat could pull straight in during times when the area is flooded).
- Mechanical HVAC for the well pump house. It is anticipated that the pump well house will be a pre-fabricated building that will be located on the well platform (similar to the City's existing Well #10).
- Electrical design including coordinating with electric utility to bring power to the new well sites, power for the well pumps, grounding at the stie and site lighting.
- Piping connections from the wells to the raw water main.
- Valving and valve vault for isolation of the wells.
- Stand alone generator for each well site. The generator will be elevated on a platform to keep it out of the flood plain.
- Drawings and technical specifications for these items will be prepared.
- An Opinion of Probable Construction Cost (OPCC) for these items will also be prepared.
- Information related to the site design layout from the City's Well #10 design will be reviewed and incorporated into the design.

Task 7 – Water Main Design

The following will be completed for the design of the raw water pipeline:

- Alignment and plan & profile for the new raw water pipelines from the new wells to a location that will connect to the existing 24" water main located near existing well #7.
- Isolation valves will be included along the raw water alignment.
- Separate documents for the procurement of the pipe, fittings and isolation valves will be prepared after submittal of the 60% design.
- Drawings and technical specifications for these items will be prepared.
- An Opinion of Probable Construction Cost (OPCC) for these items will also be prepared.

Task 8 – Communication / Surveillance Design

The City wishes to have fiber optic cable run from the new wells to the existing WTP. This will include cable to monitor the operation of the new wells along with being able to have surveillance (video) capability to monitor these remote well sites. The following will be completed for the design of the raw communication / surveillance:

- Evaluate two locations for crossing I-370. The first will be at the location where the current 24" raw water line crosses, and the second will be where the fountain lake trail goes under I-370. We would need to coordinate with the City park department personnel and MODOT for evaluating those options.

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- In the area where the cable would need to cross the Norfolk-Southern railroad, we will coordinate with the railroad for installation of that crossing.
- Drawings and technical specifications for these items will be prepared.
- An Opinion of Probable Construction Cost (OPCC) for these items will also be prepared.

Task 9 – Permit Assistance

The following permit applications will be prepared and coordinated with the specific entity:

- US Army Corps of Engineers Section 401 permit for creek crossing.
- Missouri Department of Natural Resources – land disturbance and construction.
- St. Charles County – the following permit applications will be prepared:
    - Building permit
    - Floodplain development. This will include a no-rise certification, which will require HDR to obtain HEC-RAS information from FEMA to use.
    - Land disturbance (same as MDNR)
    - Natural Watercourse – for disturbance to Cole Creek.
- Missouri Highway and Transportation – crossing of I-370 with fiber.
- Norfolk Southern Railroad near WTP – crossing with fiber.

Task 10 – Bid Phase Assistance

The following bid phase tasks will be completed:

- Pre-bid meeting. HDR will prepare an agenda for the pre-bid meeting and then attend the pre-bid and site visit associated with the meeting.
- Answer questions / prepare addenda.
- Attend the bid opening to be conducted by City.
- Review bids for conformance to the contract documents and prepare a tabulation of bids.
- Provide recommendation of award of the Construction Contract to the City.

Deliverables:

- 60% Design Submittal. This will include drawings, technical specifications and an OPCC for the design items noted in Tasks 6, 7 and 8. Front end bidding documents will also be included and will be based on the City's standard front end documents. 60% drawings for the water main design will be prepared and submitted to the City separately, to be reviewed and then available to begin work on the pipe procurement documents. Once the City has reviewed the 60% design documents, a review meeting will be scheduled.
- 90% Design Submittal. This will include drawings, technical specifications and an OPCC for the design items noted in Tasks 6, 7 and 8. Front end bidding documents will also be included. Once the City has reviewed the 90% design, a review meeting will be scheduled.
- Pipe procurement documents. A separate package for procurement of the pipe, fittings and valves will be prepared and submitted to the City for review. This will be completed after the 60% Design submittal and review of that submittal by the City. Once the City has reviewed the procurement documents, a review meeting will be scheduled. After the review meeting, the procurement package will be finalized and sent to the City for use in bidding the pipe, fittings and valves.
- Prepare Issued for bid (IFB) Documents. Once MDNR has approved the permit application, HDR will prepare an IFB set of documents that the City can use for bidding purposes.

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Assumptions and Clarifications

The following assumptions and clarifications were used in the preparation of the scope of services as well as the estimated fee for the project:

1. No public involvement activities are included.
2. The City right-of-way staff will take the lead on reaching out the property owners for purchase of the property for the well site along with the easements needed for the raw water pipeline alignments.
3. City staff will obtain appraisals needed and will lead the actual property / easement acquisition efforts.
4. City will provide HDR with information from Fedex related to the spills that have occurred. City will also assist HDR with contacting the property owner at the current sod farm to gather information on the chemicals that they use.
5. Groundwater model evaluation of potential contaminant migration related to sanitary lift station, contamination from spills at Fedex facility, and the nearby sod farm to the new well locations will be evaluated using MODPATH and reverse particle tracking to delineate capture zones. It is assumed that existing wells (4–10) will not be pumping in model evaluations, unless used as capture wells.
6. Available hydrogeological data to be incorporated in the model is not anticipated to include data obtained from test hole drilling described in Task 5 due to scheduling constraints.
7. Modeled scenarios will include up to three (3) well configurations/layouts for each of two (2) simulated total average daily wellfield production rates. The optional task for on-call modeling would allow for up to an additional three (3) well configurations/layouts and may include addition of a capture pumping well in various locations with various pumping rates.
8. The groundwater model will be utilized to evaluate the spacing of the new wells along with evaluation of potential contamination migration as noted in Task 4. The findings from that evaluation and the model are not intended to be used for current or future litigation going on related to the City's existing well field.
9. Pipe material is anticipated to be ductile iron.
10. Pipe joints are anticipated to be restrained joints.
11. Applicable City standard water main details will be utilized.
12. For the areas along the new raw water pipeline, the communication cable alignment will be within the new waterline easement. For the areas from the end of the new water pipeline to the WTP, HDR will utilize the easements for existing raw water pipeline for the cable alignment.
13. HDR assumes that the City has a general Stormwater Pollution Prevention Plan (SWPPP) that has basic City stormwater information that can be provided and used for the MDNR Land Disturbance permit application, with minor updates.
14. City is responsible for all permit fees.
15. The City will provide the IFB documents to the plan room they use for official distribution to bidders and suppliers. In addition, the City will advertise the project to Contractors and Suppliers (including paying for advertisement costs).
16. City will perform the following activities during Bid Phase:
    a. Issue Notice of Award of the Construction Contract.
    b. Prepare the Construction Contract Documents and submit to Contractor for execution.
    c. Review the executed contract documents from Contractor.
    d. Issue Notice to Proceed of the Construction Contract.
17. For the 60% and 90% design deliverables, we will provide:
    a. Three (3) hard copies of the specifications

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   b. Three (3) hard copies of 11"x17" drawings
   c. Three (3) hard copies of the OPCC
18. For the IFB deliverables, we will provide:
   a. Ten (10) hard copies of the specifications for City to use in bidding
   b. Ten (10) hard copies of 11"x17" drawings for City to use in bidding
   c. Three (3) hard copies of the OPCC
19. Construction phase services are not included in the scope of services or fee proposal.

Fee Proposal

The fee for completing the scope of services is shown below. We understand that this work will be authorized by the City as a supplement / amendment to HDR's current contract. The current contract includes hourly rates for 2022, which shall be adjusted annually to reflect salary adjustments incurred by employees. The majority of the work for the project will be completed in 2023, and therefore we have attached an hourly rate sheet for 2023.

Task 1 – Property Owner Outreach Assistance	$28,400
Task 2 – Topographic Field Survey / Property Research	$66,600
Task 3 – Hydraulic Modeling	$28,100
Task 4 – Groundwater Modeling	$91,300
Task 5 – Test Well Installation and Testing	$121,700
Task 6 – Well Design	$366,100
Task 7 – Water Main Design	$239,600
Task 8 – Communication / Surveillance Design	$70,600
Task 9 – Permit Assistance	$31,500
Task 10 – Bid Phase Assistance	$17,600
TOTAL Not-to-Exceed	$1,061,500

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SCHEDULE C

HDR Engineering, Inc.

Hourly Rate Schedule

Effective 1/1/2023 through 12/30/2023

Below are the 2023 Hourly Billable Rates for HDR Engineering, Inc. These billing rates shall be adjusted annually to reflect any salary adjustments incurred by employees. The rates listed below do not include reimbursable direct expenses as defined below.

Description	Billing Rate/Hour
Senior Technical Specialist/Senior Project Manager III	$290
Technical Specialist/Senior Project Manager II	$260
Senior Project Manager I	$230
Project Manager III	$200
Project Manager II	$175
Project Manager I	$135
Engineer VI	$230
Engineer V	$200
Engineer IV	$175
Engineer III	$150
Engineer II	$135
Engineer I	$120
Cadd/BIM Manager	$195
Model Manager	$185
Cadd/GIS Technician V	$170
Cadd/GIS Technician IV	$150
Cadd/GIS Technician III	$130
Cadd/GIS Technician II	$110
Cadd/GIS Technician I	$95
Environmental/Water Quality Scientist IV	$230
Environmental/Water Quality Scientist III	$200
Environmental/Water Quality Scientist II	$175
Environmental/Water Quality Scientist I	$155
Senior Land Surveyor	$175
Survey Technician III	$130
Survey Technician II	$90
Survey Technician I	$70
Construction Manager III	$200
Construction Manager II	$175
Construction Manager I	$150
Construction Inspector II	$125
Construction Inspector	$110
Senior Support Staff	$125
Support Staff	$100
Admin Assistant	$85

Direct Expenses	
Mileage	CURRENT IRS RATE
Printing	AT COST
Travel	AT COST
Subconsultants	AT COST

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SUPPLEMENTAL AGREEMENT NO. 1

ENGINEERING SERVICES CONTRACT
BETWEEN
CITY OF ST. CHARLES
AND
HDR ENGINEERING, INC.

THIS SUPPLEMENTAL AGREEMENT NO. 1 to the Engineering Services Contract made and entered into this 22 day of November, 2022 by and between the City of Saint Charles, Missouri, hereinafter referred to as "CITY" and **HDR Engineering, Inc.** hereinafter referred to as "ENGINEER".

WITNESSETH:

WHEREAS, on July 5, 2022, the parties hereto entered into an Engineering Services Contract (Prime Contract) to provide professional services for the "Restore Water Treatment Plant Capacity, hereinafter "PROJECT". The original contract value was $43,500.00.

WHEREAS, the CITY desires to have additional work performed by the ENGINEER to provide services in accordance with Supplemental No. 1 Scope and Fee as shown in Schedule B. This requires a change in the scope of services of the aforesaid Engineering Services Contract in an amount not to exceed One Million Sixty One Thousand Five Hundred Dollars and no cents ($1,061,500.00).

NOW, THEREFORE, in consideration of the payment and mutual agreements of the parties contained herein, the parties do mutually agree as follows:

1. ENGINEER shall perform the services described in the attached Scope of Services (Schedule B) in addition to the Scope of Services described in Schedule B of the Prime Contract, and CITY shall pay ENGINEER an amount not to exceed $1,061,500.00.

2. ENGINEER will provide the consulting services described herein at actual hourly costs and directly reimbursable fees in accordance with the attached Schedule of Fees and Hourly Rates (Schedule C) in addition to the Schedule of Fees and Hourly Rates described in Schedule C of the Prime Contract.

3. All other provisions of the Engineering Services Contract between the parties shall remain unchanged. The contract total is changed from $43,500.00 to $1,105,000.00.

Docusign Envelope ID: B6EF888B-D2BF-48F2-8E24-B5D0FEF8BC86

SUPPLEMENTAL AGREEMENT NO. 1

ENGINEERING SERVICES CONTRACT
BETWEEN
CITY OF ST. CHARLES
AND
HDR ENGINEERING, INC.

HDR ENGINEERING, INC.

Joseph Drimmel (Nov 23, 2022 08:48 CST) Nov 23, 2022

Signature Date

Joseph E. Drimmel
Printed Name

ATTEST:

Patrick Young
Patrick Young (Nov 23, 2022 10:10 CST) Nov 23, 2022

Signature Date

Patrick Young
Printed Name

CITY OF ST. CHARLES, MISSOURI

DocuSigned by:
Daniel J. Borgmeyer 12/7/2022
8D36AFB1A1BD439...

Daniel J. Borgmeyer, Mayor Date

DS

ATTEST:

DocuSigned by:
Laura Whitehead 12/7/2022
B5798C2930874AC...

Laura Whitehead, City Clerk Date

Docusign Envelope ID: B6EF888B-D2BF-48F2-8E24-B5D0FEF8BC86

SUPPLEMENTAL AGREEMENT NO. 1

ENGINEERING SERVICES CONTRACT
BETWEEN
CITY OF ST. CHARLES
AND
HDR ENGINEERING, INC.

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 11/29/2022
C5FB3E8A40BE40D...
Director of Finance Date

Docusign Envelope ID: B6EF888B-D2BF-48F2-8E24-B5D0FEF8BC86

Supplemental Agreement No. 1 – Schedule B, Scope of Services
City of St. Charles
Restore WTP Capacity – Phase 1 of Well Field Project

The following is the scope of services for Phase 1 of the Well Field Project for the City of St. Charles (City), which is based on the information contained in the Final Summary Memorandum to Restore Water Treatment Plant Capacity – Feasibility and Alternatives Evaluation Phase, dated October 19, 2022 and includes design and bidding services for:

1. Four (4) new vertical alluvial wells
2. Raw water pipeline to connect the new wells to the existing raw water pipeline located near existing well #7
3. Communications and surveillance connections to the four (4) new wells

The following tasks are included in the scope of services:

Task 1 – Property Owner Outreach Assistance

To support City right-of-way staff on property owner outreach assistance, HDR will provide the following services:

- Attending meetings with City staff and property owners. We have estimated a total of seven (7) property owners that will need to be contacted and we have assumed one or two (2) meetings with each one, for a total of 10 meetings.
- Develop figures / exhibits for use at the meetings with property owners.
- Attend one (1) public meeting with City staff. The basic information from the figures / exhibit(s) developed for the meetings with property owners will also be used for the public meeting.

Task 2 - Topographic Field Survey / Property Research

HDR's subconsultant, Bax, will conduct a field topographic survey for the new wells and the raw water pipeline alignments, and this will include:

- Coordination with local authorities and property owners for access to the properties for completing the survey.
- Contact Missouri One-call to mark public utilities in the vicinity of the proposed borings and proposed survey extents.
- Establish horizontal and vertical control for the project. The horizontal control shall be based on NAVD 88 Vertical Datum and U.S. Missouri State Plane East Coordinate system.
- At each of the four (4) proposed well sites, the area to be surveyed shall be 150 ft x 150 ft.
- Locate existing structures such as buildings, poles, signs, pavement types, and roadway edges.
- Locate existing street right-of-way and critical property corners.
- Include invert elevations for sanitary pipelines (manholes), storm drains, and culverts, where accessible, as well as the diameter of crossing utilities. Top of pipe, flow-line, pipe material, and pipe sizes for these utilities shall be surveyed.
- Provide ground topography at one (1) foot contour intervals.
- Prepare easement plats and legal descriptions for permanent easement acquisition as well as temporary easement acquisition. The estimated number of permanent and temporary easements is estimated at seven (7).
- Obtain title report, review applicable easement and property ownership information. The estimated number of title reports is seven (7).

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- Prepare the plats and legal descriptions for acquisition of the four (4) wells. It is anticipated that these four sites will be on Ducks unlimited property.

Task 3 – Hydraulic Modeling

HDR will utilize the City's WaterGEMs hydraulic model to add the four (4) proposed well locations along with the proposed raw water pipelines to evaluate the hydraulics and confirm the sizing of the new piping. HDR will update existing raw water pipelines in the model based on as-built and other information provided by City. In addition, the model will be used to evaluate the hydraulics with the proposed well pumps.

Task 4 – Groundwater Modeling

The City has been working with 212 Environmental on items related to the contamination plume near the City's existing wells. 212 Environmental has reviewed the conceptual locations of the new vertical wells that were included in the October 19, 2022, Summary Memorandum and noted that they are more comfortable with the well locations based on proximity to known and potential sources of contamination that have been identified in the existing Elm Point Wellfield.

HDR will develop the groundwater model for the Elm Point Wellfield. The following tasks are included:

- Coordinate with City and 212 Environmental to gather data related to testing locations and sample results for delineating the known contamination.
- Review available hydrogeological data and generate conceptual site model describing necessary understanding of the field-based expected aquifer units, groundwater budget flow rates, and groundwater levels and flow directions.
- Set up groundwater model domain, grid, boundary conditions, and inputs/parameters to incorporate hydrogeological data using ArcGIS and Groundwater Vistas software.
- Calibrate the model to match groundwater levels, flow directions, and expected groundwater budget flow rates within reasonable tolerances. Perform a sensitivity analysis of primary model parameters, including hydraulic conductivity, recharge rates, existing well pumpage, and boundary condition parameters (heads, conductance).
- Develop model scenarios considering options for optimal well spacing and average daily pumping rates beginning at 6 million gallons per day (MGD) and increasing to 12 MGD from four new wells, and the addition of three future wells (total of six wells in operation at one time).
- Perform model evaluation and testing to evaluate the well spacing and identify the associated well drawdown interference and potential contaminant capture (groundwater area of contribution delineation) for new wells 11, 12, 13, and 14, and future wells 15, 16, and 17. Each model scenario will provide resulting capture zones indicating the source areas of the water pumped by each well. The potential contaminant migration will include:
    - Proximity to the existing City sanitary lift station
    - Proximity to contamination from spill at Fedex facility
    - Proximity to the sod farm (potential for nitrates)
- Develop a Technical Memorandum (TM) summarizing the groundwater model development, data inputs, calibration, scenario descriptions, and simulation results, including recommended well locations and spacing, aquifer production and drawdown considerations, and contaminant migration groundwater flowpaths for the modeled scenarios. This TM will include information on changes in groundwater gradient near the known contamination based on modeling, and changes in contamination movement that might be expected to occur due to the new well field.

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- Additional Task (included in overall NTE fee): Provide on-call modeling services as requested focused on future operational strategies. This would include running additional modeling scenarios for siting of new wells, new well layouts/configurations, different average daily production rates, or use of existing or new wells as capture wells meant to provide a hydraulic barrier to block contaminated groundwater from reaching new wells. The groundwater model TM would be updated to include the additional modeling scenario results.

Task 5 – Test Well Installation and Testing

HDR's subconsultant, Brotcke Well & Pump, will be utilized to perform the items listed below.

- Drill, sample, and geophysical logging of four test holes to a depth of approximately 90 to 110 feet. This will include sieve analysis of formation samples collected over lower half of alluvium. 7-point sieve analyses for each sieve sample will be completed and, at a minimum, the following standard US Sieve Sizes should be used: No.4, No.8, No. 16, No. 30, No. 50, No. 100, and No. 200. The test hole locations will be coordinated with the City, based on discussions with the property owner.
- Installation and development of a 4-inch diameter monitoring well at each of the four test holes to a depth of approximately 90 to 110 feet. Total of four monitoring wells installed. Monitoring wells in each test hole will be completed using PVC casing and PVC slotted screen. Borehole will be 4 inches greater than the outside diameter of the casing. A concrete pad around the monitoring well casing with the top outer edge flush with the final ground level elevation will be completed (will be sloped away from monitoring well). Driller will be responsible for pre-drilling notifications to the Missouri Department of Natural Resources (MDNR).
- Collection and analysis of water quality samples from each of the four 4-inch diameter monitoring wells. Total of four samples collected.
- Based on the test hole drilling data collected at the test hole locations, our team will develop potential pumping rates for wells developed at the four locations. Potential pumping rates will be based on formation grain-size and potential well screen inflow velocities, with consideration given to well performance observed at other wells in the area.

The drilling will be performed under the supervision of a permitted Monitoring Well Installation Contractor licensed in the State of Missouri, and will be performed in accordance with Missouri Code of State Regulations, Title 10 - Rules of Department of Natural Resources, Division 23-Division of Geology and Land Survey, Chapter 4 – Monitoring Well Construction Code (10 CSR 23).

HDR will have staff on-site during the drilling activities to observe the progress of the work, the subsurface material being logged from the holes, the sieve analysis to be completed and the installation of the monitoring wells.

The drilling subconsultant will coordinate activities including utility clearances, mobilization of equipment, drilling work hours, excavation of mud pits, discharge of cuttings and development water.

Task 6 – Well Design

The following will be completed for the design of the four (4) new wells:

- Well design including the well casing pipe sizing, well screen sizing and location, well pump, well pump house and elevated well platform. It is anticipated that VFDs will be utilized for the well

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pumps. There will be an elevated platform to keep the pump and control equipment out of the flood plain.

- Our team will prepare a summary letter based on the field activities from Task 5 and present proposed production well design parameters. The well design parameters will include:
    - borehole and well casing/screen diameters,
    - depth setting of screen, gravel pack, and well seal,
    - screen slot-size and gravel pack gradation,
    - maximum recommended pumping rates,
    - well drilling and development methods, and
    - aquifer testing protocol.
- Gravel access road for getting to the new well locations.
- Site design including fencing, grading and access from the road. City would like the site layout to include the ability for boat access directly through fencing to the platform stairs (so boat could pull straight in during times when the area is flooded).
- Mechanical HVAC for the well pump house. It is anticipated that the pump well house will be a pre-fabricated building that will be located on the well platform (similar to the City's existing Well #10).
- Electrical design including coordinating with electric utility to bring power to the new well sites, power for the well pumps, grounding at the stie and site lighting.
- Piping connections from the wells to the raw water main.
- Valving and valve vault for isolation of the wells.
- Stand alone generator for each well site. The generator will be elevated on a platform to keep it out of the flood plain.
- Drawings and technical specifications for these items will be prepared.
- An Opinion of Probable Construction Cost (OPCC) for these items will also be prepared.
- Information related to the site design layout from the City's Well #10 design will be reviewed and incorporated into the design.

Task 7 – Water Main Design

The following will be completed for the design of the raw water pipeline:

- Alignment and plan & profile for the new raw water pipelines from the new wells to a location that will connect to the existing 24" water main located near existing well #7.
- Isolation valves will be included along the raw water alignment.
- Separate documents for the procurement of the pipe, fittings and isolation valves will be prepared after submittal of the 60% design.
- Drawings and technical specifications for these items will be prepared.
- An Opinion of Probable Construction Cost (OPCC) for these items will also be prepared.

Task 8 – Communication / Surveillance Design

The City wishes to have fiber optic cable run from the new wells to the existing WTP. This will include cable to monitor the operation of the new wells along with being able to have surveillance (video) capability to monitor these remote well sites. The following will be completed for the design of the raw communication / surveillance:

- Evaluate two locations for crossing I-370. The first will be at the location where the current 24" raw water line crosses, and the second will be where the fountain lake trail goes under I-370. We would need to coordinate with the City park department personnel and MODOT for evaluating those options.

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- In the area where the cable would need to cross the Norfolk-Southern railroad, we will coordinate with the railroad for installation of that crossing.
- Drawings and technical specifications for these items will be prepared.
- An Opinion of Probable Construction Cost (OPCC) for these items will also be prepared.

Task 9 – Permit Assistance

The following permit applications will be prepared and coordinated with the specific entity:

- US Army Corps of Engineers Section 401 permit for creek crossing.
- Missouri Department of Natural Resources – land disturbance and construction.
- St. Charles County – the following permit applications will be prepared:
    - Building permit
    - Floodplain development. This will include a no-rise certification, which will require HDR to obtain HEC-RAS information from FEMA to use.
    - Land disturbance (same as MDNR)
    - Natural Watercourse – for disturbance to Cole Creek.
- Missouri Highway and Transportation – crossing of I-370 with fiber.
- Norfolk Southern Railroad near WTP – crossing with fiber.

Task 10 – Bid Phase Assistance

The following bid phase tasks will be completed:

- Pre-bid meeting. HDR will prepare an agenda for the pre-bid meeting and then attend the pre-bid and site visit associated with the meeting.
- Answer questions / prepare addenda.
- Attend the bid opening to be conducted by City.
- Review bids for conformance to the contract documents and prepare a tabulation of bids.
- Provide recommendation of award of the Construction Contract to the City.

Deliverables:

- 60% Design Submittal. This will include drawings, technical specifications and an OPCC for the design items noted in Tasks 6, 7 and 8. Front end bidding documents will also be included and will be based on the City's standard front end documents. 60% drawings for the water main design will be prepared and submitted to the City separately, to be reviewed and then available to begin work on the pipe procurement documents. Once the City has reviewed the 60% design documents, a review meeting will be scheduled.
- 90% Design Submittal. This will include drawings, technical specifications and an OPCC for the design items noted in Tasks 6, 7 and 8. Front end bidding documents will also be included. Once the City has reviewed the 90% design, a review meeting will be scheduled.
- Pipe procurement documents. A separate package for procurement of the pipe, fittings and valves will be prepared and submitted to the City for review. This will be completed after the 60% Design submittal and review of that submittal by the City. Once the City has reviewed the procurement documents, a review meeting will be scheduled. After the review meeting, the procurement package will be finalized and sent to the City for use in bidding the pipe, fittings and valves.
- Prepare Issued for bid (IFB) Documents. Once MDNR has approved the permit application, HDR will prepare an IFB set of documents that the City can use for bidding purposes.

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Assumptions and Clarifications

The following assumptions and clarifications were used in the preparation of the scope of services as well as the estimated fee for the project:

1. No public involvement activities are included.
2. The City right-of-way staff will take the lead on reaching out the property owners for purchase of the property for the well site along with the easements needed for the raw water pipeline alignments.
3. City staff will obtain appraisals needed and will lead the actual property / easement acquisition efforts.
4. City will provide HDR with information from Fedex related to the spills that have occurred. City will also assist HDR with contacting the property owner at the current sod farm to gather information on the chemicals that they use.
5. Groundwater model evaluation of potential contaminant migration related to sanitary lift station, contamination from spills at Fedex facility, and the nearby sod farm to the new well locations will be evaluated using MODPATH and reverse particle tracking to delineate capture zones. It is assumed that existing wells (4–10) will not be pumping in model evaluations, unless used as capture wells.
6. Available hydrogeological data to be incorporated in the model is not anticipated to include data obtained from test hole drilling described in Task 5 due to scheduling constraints.
7. Modeled scenarios will include up to three (3) well configurations/layouts for each of two (2) simulated total average daily wellfield production rates. The optional task for on-call modeling would allow for up to an additional three (3) well configurations/layouts and may include addition of a capture pumping well in various locations with various pumping rates.
8. The groundwater model will be utilized to evaluate the spacing of the new wells along with evaluation of potential contamination migration as noted in Task 4. The findings from that evaluation and the model are not intended to be used for current or future litigation going on related to the City's existing well field.
9. Pipe material is anticipated to be ductile iron.
10. Pipe joints are anticipated to be restrained joints.
11. Applicable City standard water main details will be utilized.
12. For the areas along the new raw water pipeline, the communication cable alignment will be within the new waterline easement. For the areas from the end of the new water pipeline to the WTP, HDR will utilize the easements for existing raw water pipeline for the cable alignment.
13. HDR assumes that the City has a general Stormwater Pollution Prevention Plan (SWPPP) that has basic City stormwater information that can be provided and used for the MDNR Land Disturbance permit application, with minor updates.
14. City is responsible for all permit fees.
15. The City will provide the IFB documents to the plan room they use for official distribution to bidders and suppliers. In addition, the City will advertise the project to Contractors and Suppliers (including paying for advertisement costs).
16. City will perform the following activities during Bid Phase:
    a. Issue Notice of Award of the Construction Contract.
    b. Prepare the Construction Contract Documents and submit to Contractor for execution.
    c. Review the executed contract documents from Contractor.
    d. Issue Notice to Proceed of the Construction Contract.
17. For the 60% and 90% design deliverables, we will provide:
    a. Three (3) hard copies of the specifications

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   b. Three (3) hard copies of 11"x17" drawings
   c. Three (3) hard copies of the OPCC
18. For the IFB deliverables, we will provide:
   a. Ten (10) hard copies of the specifications for City to use in bidding
   b. Ten (10) hard copies of 11"x17" drawings for City to use in bidding
   c. Three (3) hard copies of the OPCC
19. Construction phase services are not included in the scope of services or fee proposal.

Fee Proposal

The fee for completing the scope of services is shown below. We understand that this work will be authorized by the City as a supplement / amendment to HDR's current contract. The current contract includes hourly rates for 2022, which shall be adjusted annually to reflect salary adjustments incurred by employees. The majority of the work for the project will be completed in 2023, and therefore we have attached an hourly rate sheet for 2023.

Task 1 – Property Owner Outreach Assistance	$28,400
Task 2 – Topographic Field Survey / Property Research	$66,600
Task 3 – Hydraulic Modeling	$28,100
Task 4 – Groundwater Modeling	$91,300
Task 5 – Test Well Installation and Testing	$121,700
Task 6 – Well Design	$366,100
Task 7 – Water Main Design	$239,600
Task 8 – Communication / Surveillance Design	$70,600
Task 9 – Permit Assistance	$31,500
Task 10 – Bid Phase Assistance	$17,600
TOTAL Not-to-Exceed	$1,061,500

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Supplemental Agreement No. 1 – Schedule C
HDR Engineering, Inc.
Hourly Rate Schedule - Effective 1/1/2023 through 12/30/2023

Below are the 2023 Hourly Billable Rates for HDR Engineering, Inc. These billing rates shall be adjusted annually to reflect any salary adjustments incurred by employees. The rates listed below do not include reimbursable direct expenses as defined below.

Description	Billing Rate/Hour
Senior Technical Specialist/Senior Project Manager III	$290
Technical Specialist/Senior Project Manager II	$260
Senior Project Manager I	$230
Project Manager III	$200
Project Manager II	$175
Project Manager I	$135
Engineer VI	$230
Engineer V	$200
Engineer IV	$175
Engineer III	$150
Engineer II	$135
Engineer I	$120
Cadd/BIM Manager	$195
Model Manager	$185
Cadd/GIS Technician V	$170
Cadd/GIS Technician IV	$150
Cadd/GIS Technician III	$130
Cadd/GIS Technician II	$110
Cadd/GIS Technician I	$95
Environmental/Water Quality Scientist IV	$230
Environmental/Water Quality Scientist III	$200
Environmental/Water Quality Scientist II	$175
Environmental/Water Quality Scientist I	$155
Senior Land Surveyor	$175
Survey Technician III	$130
Survey Technician II	$90
Survey Technician I	$70
Construction Manager III	$200
Construction Manager II	$175
Construction Manager I	$150
Construction Inspector II	$125
Construction Inspector	$110
Senior Support Staff	$125
Support Staff	$100
Admin Assistant	$85

Direct Expenses	
Mileage	CURRENT IRS RATE
Printing	AT COST
Travel	AT COST
Subconsultants	AT COST

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C22-165

CITY OF ST. CHARLES, MISSOURI
ENGINEERING SERVICES CONTRACT

THIS ENGINEERING SERVICES CONTRACT (hereinafter, the "Contract") is made in St. Charles County, Missouri, by and between the City of Saint Charles, Missouri, a constitutional home rule charter city and political subdivision of the State of Missouri (hereinafter, the "City"), and HDR Engineering, Inc. (hereinafter, the "Consulting Engineer" or "Engineer").

The City intends to construct a project (hereinafter, the "Project") in Saint Charles, Missouri, described as follows:

Project Name: Restore Water Treatment Plant Capacity (22WTR10)

Project Description: The project includes the completion of a feasibility and alternatives evaluation for adding two to three new raw water supply wells.

Project Location: The project is located north of the existing Water Treatment Plant near Huster Road and I-370.

The Project Charter is attached as **Schedule A**.

The City contracts with the Consulting Engineer to perform professional engineering services for the Project, and to perform the professional engineering services as more particularly described herein. By executing this Contract, the Consulting Engineer represents to the City that the Consulting Engineer is qualified to perform the professional engineering services required for this Project and by this Contract, and is licensed to practice engineering by the public entities having jurisdiction over the Consulting Engineer and the Project.

SECTION I: DEFINITIONS.

As used in this Contract, the following words shall have the meanings ascribed herein unless otherwise stated or reasonably required by this Contract, and other forms of any defined words shall have a meaning parallel thereto.

A. "City" means the City of Saint Charles, Missouri.

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B. "Construction Cost" means and includes the total cost of the entire construction of the Project, including overhead and profit, supervision, materials, supplies, labor, tools, equipment, transportation or other facilities furnished, used or consumed, without deduction on account of penalties, liquidated damages or other amounts withheld from payment to the contractor or contractors, but such cost shall not include the Consulting Engineer fee, special consultant's fee, or other payments to the Consulting Engineer and shall not include cost of land, right-of-way or easement acquisition or financing costs.

C. "Consulting Engineer" means the person or persons, partnership, limited liability company, corporation, association, joint venture or other entity identified on Page 1 of this Contract to perform engineering services, preparation of plans, specifications or contract documents. The Consulting Engineer shall retain the services of engineers, architects, landscape architects, and surveyors licensed by the State of Missouri to perform services required by this Contract.

D. "Contract Documents" means the documents identified in the contract required for construction of the Project and including Engineering Documents. Terms defined in the General Conditions of the contract for construction of the Project shall have the same meaning when used in this Contract unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Contract shall prevail in the interpretation of this Contract.

E. "Contract Time" means the completion of contract documents suitable for competitive construction bidding as shown in Section II-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 Forty-three thousand five hundred dollars ($43,500.00)

The Total Fee is based on the performance of the Scope of Services specified in this Contract, with submittal of final feasibility study on or before August 30, 2022. 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 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

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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 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

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additional compensation when due solely to Consulting Engineer's negligent acts, errors, or omissions. If corrections or revisions are not solely Consulting Engineer's fault, then the parties will negotiate an equitable sharing of the fees associated with such changes and the fixed fee will be adjusted accordingly.

SECTION III: RESPONSIBILITIES OF CONSULTING ENGINEER.

The Consulting Engineer shall provide and perform the Engineering Services set forth in the Project Charter (**Schedule A**) and 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 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

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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 charge of acts or omissions of the construction contractor, contractor's subcontractors, or their agents or employees.

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5. Shop Drawings: The Consulting Engineer shall review and take appropriate action on the construction contractor's shop drawings and samples, and the results of tests and inspections and other data which each construction contractor or subcontractor is required to submit for the purposes of checking for compliance with the design concept and conformance with the requirements of the Contract Documents. This review shall not extend to means, methods, sequences, techniques or procedures of construction, or to safety precautions and programs incident thereto. The Consulting Engineer's review shall be conducted with reasonable promptness while allowing sufficient time in the Consulting Engineer's judgment to permit adequate review. Review of a specific item shall not indicate that the Consulting Engineer has reviewed the entire assembly of which the item is a component. The Consulting Engineer shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

D. GENERAL DUTIES AND RESPONSIBILITIES.

1. Responsibilities under the General Conditions of the Contract for Construction ("General Conditions"): In addition to the responsibilities herein set forth, the Consulting Engineer shall be responsible for those matters identified in the General Conditions as being responsibilities of the Consulting Engineer. The General Conditions shall be in a form mutually agreeable between the City and Consulting Engineer and shall be consistent with the intent and requirements of this Contract.

2. Personnel: The Consulting Engineer shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of this Contract, the Consulting Engineer designates Jeffrey Gratzer, P.E. (MO) as their Project Manager on the Project. This person shall be the primary contact with the City's Project Manager and shall have responsible authority for delivering the services of this contract from the Consulting Engineer. If not the herein designated Project Manager, the Consulting Engineer shall also designate, in writing to the City, the person in their firm with the authority to bind the Consulting Engineer. So long as the person named above remains employed by the Consulting Engineer, he or she shall perform the function of Project Manager on this Project. A personnel change must be approved by the City, but not unreasonably withheld.

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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, and those listed on the Project Charter. 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.

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A. COMMUNICATION. The City shall provide to the Consulting Engineer applicable Program Criteria; examine and timely respond to Consulting Engineer submissions; and give written notice to Consulting Engineer, who shall respond within five business days (including a request for additional time), whenever the City observes or otherwise becomes aware of any defect in the Engineering Services.

B. ACCESS. The City will provide access for the Consulting Engineer to enter public and private property necessary for the completion of the Project.

C. DUTIES. The City shall furnish and perform the various duties and services in all phases of the Project which are outlined and designated in **Schedule A**, Project Charter, and **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.

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2. Termination for Cause: If this Contract is terminated for cause, after notice to the Consulting Engineer and a period of ten (10) days for the Consulting Engineer to remedy the cause for termination, the City may take over the Engineering Services and prosecute same to completion, by contract or otherwise, for the amount and at the expense of the Consulting Engineer, and the Consulting Engineer shall be liable to the City for reasonable excess costs incurred by the City by reason of such prosecution and completion. When the Contract has been terminated, such termination shall not affect any rights or remedies of the City against the Consulting Engineer then existing or which may later accrue. Similarly, any retention or payment of monies due the Consulting Engineer shall not release the Consulting Engineer from liability.

3. Compensation for Convenience Termination: If the City terminates this Contract for its convenience as herein provided, the City shall compensate the Consulting Engineer for all Engineering Services completed to the date of its receipt of the termination notice and for any additional Engineering Services requested by the City to bring the Project to reasonable termination. Compensation to the Consulting Engineer shall not include anticipatory profit or consequential damages, neither of which will be allowed.

4. Compensation for Cause Termination: If the City terminates this Contract for cause or default by the Consulting Engineer, the City shall compensate the Consulting Engineer for the reasonable cost of Engineering Services completed to the date of its receipt of the termination notice. Compensation to the Consulting Engineer shall not include anticipatory profit or consequential damages, neither of which will be allowed. The City also retains all of its rights and remedies against the Consulting Engineer including but not limited to its rights to sue for damages, interest and attorney fees.

5. Incomplete Documents: The Consulting Engineer shall not be responsible for errors or omissions in documents which are incomplete as a result of an early termination of this Contract pursuant to this Section.

6. Non Appropriation Clause: Notwithstanding other terms to the contrary, the obligation of CITY under this Contract shall cease immediately for a fiscal year in which CITY does not, for any reason, appropriate funds for this Contract.

B. DISPUTE RESOLUTION.

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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 with sensitive information redacted, when requested. The Consulting Engineer's duty and obligation to maintain Professional Liability insurance and provide the insurance policy to the City shall survive termination of this Contract.

2. Commercial General Liability:

Each Occurrence	$3,000,000
Personal & Advertising Injury	$3,000,000
Products/Completed Operations Aggregate	$3,000,000
General Aggregate	$3,000,000

An umbrella or excess liability policy may be used to attain the shown commercial general liability limits.

Policy shall not contain any endorsements that remove or restrict the following coverages:

a. Contractual Liability
b. Explosion, Collapse & Underground
c. Independent Contractors

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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: $3,000,000 Each Accident, Combined Single Limits, Bodily Injury and Property Damage. An umbrella or excess liability policy may be used to attain the shown commercial general liability limits.

Policy shall insure the contractual liability assumed by the Consulting Engineer pursuant to this Contract.

4. Workers' Compensation and Employers' Liability: This insurance shall protect the Consulting Engineer against all claims under applicable state Workers' Compensation laws.

Workers' Compensation: Statutory Limit

The Consulting Engineer shall also be protected against claims for injury, disease or death of employees for which, for any reason, may not fall within the provisions of a Workers' Compensation law under an Employers Liability policy with the following limits:

Bodily Injury by Accident	$500,000 each accident
Bodily Injury by Disease	$500,000 policy limit
Bodily Injury by Disease	$500,000 each employee

5. Industry Ratings: The City will only accept coverage from an insurance carrier that offers proof that the carrier:

a. is licensed to do business in the State of Missouri; and

b. carries a Best's Policyholder rating of A-VII, or better or is otherwise approved by the City.

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Certification of insurance coverage above shall be on the ISO Standard Certificate of Insurance Form provided by the Consulting Engineer's insurance carrier or its authorized representative. Copies of additional insured endorsements shall accompany the insurance certificates.

6. Subcontractor's Insurance: If a part of this Contract is to be sublet, then the Consulting Engineer shall either:

a. cover all subcontractors under its insurance policies; or

b. require each subcontractor not so covered to secure insurance which will protect against applicable hazards or risks of loss and in the minimum amounts designated herein, unless waived by the City.

7. The Consulting Engineering or its insurance company shall provide to the City at least thirty (30) days advanced written notice by REGISTERED MAIL prior to any renewal or expiration date of any insurance policy.

E. INDEMNITY.

1. Indemnification for General Liability or Non-Professional Negligence. The Consulting Engineer shall defend, indemnify, and hold harmless the City and any of its elected officials, employees, officers, boards, commissions or agencies from and against damages, liability, losses, costs, expenses, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorneys' fees and the cost of defense), in connection with any action, proceeding, demand or claim arising out of or resulting from the negligence, in whole or in part, of the Consulting Engineer, its employees, agents, or subcontractors, or others for whom the Consulting Engineer is legally liable, provided that such damage, liability, loss, cost, or expense is:

a. attributable to bodily injury, sickness, disease, or death or to damage to or destruction of tangible property (other than the Project itself) of any person or entity including loss of use resulting there from; or

b. not the result of professional negligence.

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In addition, the Consulting Engineer's obligations shall specifically apply to those damages, liabilities, losses, costs, or expenses arising from the negligent acts of the City or any of any of its elected officials, employees, officers, boards, commissions or agencies in those instances in which the City is named as an additional insured under the Consulting Engineer's Commercial General Liability insurance policy resulting from the negligence, in whole or in part, of the Consulting Engineer, its employees, agents, or subcontractors, or others for whom the Consulting Engineer is legally liable, and then only to the extent covered by such insurance, not to exceed the limits required herein. If the required insurance is not procured and maintained as required by this Contract, then the Consulting Engineer's obligations hereunder shall apply as though the insurance was in place.

2. Indemnification for Professional Negligence. The Consulting Engineer shall indemnify and hold harmless the City and any of its elected officials, employees, officers, boards, commissions or agencies from and against damages, losses, costs, and expenses, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorneys' fees and the cost of defense), in connection with any action, proceeding, demand or claim but only to the extent caused by the negligent acts, errors, or omissions of the Consulting Engineer, its employees, agents, or subcontractors, or others for whom the Consulting Engineer is legally liable, in the performance of professional services pursuant to this Contract. The Consulting Engineer is not obligated under this subparagraph to indemnify the City for the negligent acts of the City or any of its elected officials, employees, officers, boards, commissions or agencies.

3. Additional provisions regarding the indemnification provided under paragraph E.1. and E.2. of this Contract. It is agreed as a specific element of consideration of this Contract that the indemnification provided by paragraphs E.1. and E.2. of this Contract shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party. In the case of any claims against the City, its elected officials, employees, officers, boards, commissions or agencies indemnified under this Contract, by an employee of the Consulting Engineer, its affiliates, subsidiaries, subcontractor or assignee, the indemnification obligations contained in this Contract shall not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for the Consulting Engineer,

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its affiliates, subsidiaries, subcontractor or assignee, under workers' compensation acts, disability benefit acts, or other employee benefit acts. This indemnification section shall survive the termination of this Contract.

F. NON-DISCRIMINATION AND AFFIRMATIVE ACTION.

1. In the execution of this Contract, no person shall on the grounds of race, color, religion, sex, disability, national origin or other protected status be excluded from full employment rights in, be denied the benefits of, or otherwise subjected to discrimination under any program, service or activity under the provisions of any and all applicable federal and state laws against discrimination.

2. In all solicitation or advertisements for employees, the Consulting Engineer shall include the phrase "equal opportunity employer," or similar phrase approved by the City.

3. The Consulting Engineer shall include the provisions of paragraphs 1 and 2 in every subcontract or purchase order so that such provisions will be binding upon all subcontractors and vendors.

G. ENTIRE AGREEMENT.

This Contract constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Contract may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Contract.

H. APPLICABLE LAW, JURISDICTION AND VENUE.

This Contract is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Missouri. In the event that the parties hereto are unable to resolve any controversy or claim arising out of, or relating to, this Contract or the making, performance or interpretation of it without resort to the courts, the parties agree that exclusive jurisdiction and venue over such matter shall be in the Eleventh Judicial Circuit Court of St. Charles County, Missouri.

I. ASSIGNMENT OF CONTRACT.

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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 on specified disk type and paper hard copies of (24" x 36" or 11" x 17") shall be prepared for the City's use. The number of hard copies and sizes will be determined in **Schedule B**, Scope of Services. If the City provides such electronic media to others for any purpose, the City shall require the electronic media to be returned to the City upon completion of such use. The City recognizes that such use of electronic media will be at the City's sole risk and without any liability risk or legal exposure to the Consulting Engineer.

2. Project Documentation: All documentation provided to the City other than project drawings shall be furnished on a flash drive, CD, or other mutually agreeable format in either Microsoft Word file format or ASCII file format.

3. "Record" Drawings: After substantial completion of construction, the City and the construction contractor will provide copies of changes and alterations made in the field during construction to the Consulting Engineer to provide Record drawings, unless the Consulting Engineer has provided a flash drive or CD to the City on which the City can make changes. The Consulting Engineer has the right to rely on the information provided by the City and the construction contractor in preparing such documents, and shall have no independent duty to verify its accuracy.

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M. FEDERAL LOBBYING ACTIVITIES.

(Only applies to projects receiving federal funds via the City)

31 USC Section 1352 requires all sub-grantees, contractors, subcontractors and consultants that receive federal funds via the City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan or cooperative agreement. In addition, contract applicants, recipients and sub-recipients must file a form disclosing any expenditure they make for lobbying out of non-federal funds during the contract period. It is the responsibility of the Consulting Engineer to obtain executed forms from any of its subcontractors who fall within the provision of the Code and to provide City with the same.

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

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agencies having jurisdiction over the construction documents and other services normally provided by the Consulting Engineer and included in the Scope of Services of this Contract. The Consulting Engineer shall secure occupational and professional licenses necessary for the fulfillment of its obligations under this Contract.

P. TITLES, HEADINGS, SUBHEADINGS AND CAPITALIZATION.

The title and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of this Contract. Some terms are capitalized throughout this Contract but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

Q. SEVERABILITY CLAUSE.

Should any provision of this Contract be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Contract shall be unaffected thereby and shall continue to be valid and enforceable.

R. FEDERAL WORK AUTHORIZATION COMPLIANCE.

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

S. PROOF OF LAWFUL PRESENCE IN UNITED STATES.

The Consulting Engineer acknowledges award of this Contract requires compliance with Section 208.009 RSMo which requires the Consulting Engineer to provide the City with

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affirmative proof that person executing this Contract is a citizen or permanent resident of the United States or is lawfully present in the United States prior to the City awarding the Consulting Engineer this Contract.

T. COMPLIANCE WITH OFFENDER REGISTRATION REQUIREMENT.

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

U. TERM OF CONTRACT.

This Contract shall have a duration until acceptance of the work performed or completion of the construction contract, whichever is longer.

V. NOTICES.

All notices that are required or permitted to be given hereunder shall be in writing, addressed to the parties hereto at their respective addresses set forth below and delivered by (a) United States registered or certified mail, with postage prepaid; (b) a commercial package courier/delivery service; (c) hand delivery; or (d) sent by facsimile to the facsimile numbers set forth below:

A. If to the City:
City of St. Charles
Attention: Director of Administration
200 North Second Street
St. Charles, MO 63301
Fax No. 636-949-3267

B. If to the Consulting Engineer:
HDR Engineering, Inc.
Jeffrey.Gratzer@hdrinc.com
401 S. 18th Street, Suite 300
St. Louis, MO 63103
Office: 314-425-8329

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

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delivery is effective on delivery. A notice sent by facsimile is effective on the first business day following transmission of the facsimile, if the sender's facsimile machine prints a confirmation that the recipient received the facsimile transmission and if a copy of the notice is also mailed by first class mail to the party that was to receive the notice accompanied by a note that it confirms a facsimile notice previously given. Either party may designate a different address or addresses by giving the other party written notice of its new address(es).

W. AUTHORITY TO APPROVE AND EXECUTE

The Consulting Engineer and the City each represent and warrant that it has the lawful authority to enter into this Contract and to perform the duties and obligations thereto.

X. ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

Schedule A – 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

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Y. EXECUTION OF CONTRACT.

The parties have caused this Contract to be executed in duplicate originals on this 5 day of July, 2022.

CITY OF ST. CHARLES, MISSOURI:

By: _____ 7/5/22
Lawrence S. Dobrosky, Jr. Date
Director of Administration

Attest:

Kimberly Hudson 7/5/2022
~~Laura L. Whitehead~~, City Clerk Date
Kimberly Hudson Asst.

CONSULTING ENGINEER:

HDR Engineering, Inc.

Jun 20, 2022
By: Authorized Signatory Date

Joseph E. Drimmel, Sr. Vice President

Attest:

Patrick Young Jun 20, 2022
Signature Date

Patrick Young
Printed Name

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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.

Jennifer O'Connor 6-29-22

Director of Finance Date

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Schedule A

Project Charter

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Schedule B

Consulting Engineer Scope of Services

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Schedule B

Consulting Engineer Scope of Services

Restore Water Treatment Plant Capacity (City Project # 22WTR10)

Project Understanding

The City of St. Charles (City) is dedicated to providing reliable, high-quality drinking water to its residents via the drinking water distribution system. The City's Elm Point Water Treatment Plant has a well field consisting of six vertical wells (W-4,W-5, W-6, W-7, W-8, and W-10) and one radial collector well (W-9) along Huster Road. The City has closed water production from three vertical wells (W-4, W-5, W-6) due to nearby groundwater quality concerns. The City wishes to restore between 4 to 6 MGD in reliable capacity by installing two or three new vertical wells, or a horizontal collector well at locations that will not be impacted by future development. A previous Well Field Study identified locations North of MO-370 for future well installations to replace those that are no longer in service and proactively identify locations to replace those that may be impacted in the future.

Scope of Services

This phase of the project will consist of a feasibility and alternatives evaluation that will assess new well field locations based on readily available information to advance the project to final design and construction. The following tasks will be completed as part of this scope of services:

Task 1 - Potential Well Yield Evaluation

We will conduct a review of available hydrogeological data for the Mississippi River alluvial aquifer in the area to assess the potential water for vertical wells and / or horizonal collector wells. We will also assess considerations for developing vertical wells versus horizontal collector wells, including well yield, construction, operational preferences, cost considerations, and levels of resiliency.

In lieu of not having site specific test hole data, the HDR team will estimate a range of aquifer formation parameters representative of the Mississippi River alluvial aquifer based on available well data near the proposed wellfield property. The estimated parameters will be used with analytical equations to develop preliminary yield estimates for vertical and horizontal collector wells at this location. In general, a horizontal collector well sited further back from the river, such as at the proposed property will have 3 to 5 times the capacity of a vertical well, while horizontal collector wells sited adjacent to a river might achieve yields in the range of 7 to 10 times that of a vertical well. HDR will develop estimates of required well spacing based on analytical equations and determine potential for short-term and future safe yields from the proposed property.

Considerations for developing vertical wells versus horizontal collector wells include operational preferences, cost considerations, and levels of resiliency. HDR will develop a list of pros and cons with associated high-level costs between developing vertical wells or horizontal collector wells. The comparison will address:

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- Well yield
- Construction and maintenance costs
- Service life
- Infrastructure footprint
- Rate of well fouling
- Flood and drought resiliency
- Determination of "safe yield"
- Ability to phase construction
- Vulnerability to contamination
- Single point versus multiple points of electrical, instrumentation, controls
- Potential points of failure and opportunities to install redundancy into the system

These considerations, in conjunction with consultation with City staff, will form the basis of the alternatives analysis and recommendation of a preferred well type.

Task 2 – Well Water Quality Evaluation

The City has indicated that there are existing irrigation wells in the proposed wellfield area that may be accessed for this evaluation. HDR will review available information on the irrigation wells and develop recommendations for sampling wells where water quality information can enhance the success of the project. HDR will develop a sampling protocol appropriate to the surface completion of the wells, and develop a list of analytes and laboratory detection levels appropriate for detecting potential contamination and for review of compatibility of water quality with the City's current water treatment process.

Task 3 – Well Constructability

Considerations for location and design of wells will be evaluated and include:

- Appropriate setback from potential contamination sources such as:
    - Sanitary sewer lines along Huster Road
    - Petroleum and hazardous liquid pipelines along the northern side of the proposed property
    - Surface water sources
- Post-construction control of wellfield property to exclude potential contamination
- Development in a floodplain, access to wells during flooding, raising the wellhead completion
- Well spacing to reduce mutual well interference
- Well drilling issues associated with high groundwater levels

Task 4 – Water Main Constructability

The alignment of the water main will be evaluated including evaluating alternate alignments to approach the area north of Cole Creek. Our evaluation will include looking at alignments to minimize impacts:

- To existing sanitary lift station north of Cole Creek.

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- To existing utilities along Huster Road (including gravity sewer, overhead power, and creek/drainage)
- When crossing Cole Creek.
- From known contamination sources that might impact pipeline material selection. Depending on limits/remediation of contamination, pipeline material and gaskets need to be resistant to deterioration from potential contaminants.
- Associated with the crude oil pipeline and anhydrous ammonia pipeline to the north.

We will also evaluate the feasibility of constructing a redundant pipeline from the Elm Point Water Treatment Plant to the expanded well field to provide resiliency.

Task 5 – MDNR Design and Construction Permit Requirements

As part of the Feasibility and Alternatives analysis, we will identify and develop a permit requirement matrix for local, state, and federal permitting anticipated for the new wells and water main. These will include MDNR Public Water Section requirements, predrilling notifications and well reporting, and floodplain development permits.

We will review City Well 10 design elements as appropriate for use as a template for the future wells.

We will also look at the potential of converting existing irrigation wells into public water supply wells. Of potential concern, is that many irrigation wells are not constructed to the higher standard (and higher cost) to meet MDNR minimum design standards. Well casing materials may not be strong enough, annular grout seals and casing might not extent deep enough, and well screen might not be designed appropriately to provide low inflow velocities and minimal sand production. Our team will review available information and communicate with MDNR to evaluate if well construction is adequately documented and construction deficiencies, if present, can be corrected.

Task 6 - Power Requirements and Availability

Once the potential well locations and water main alignments have been evaluated, HDR will identify the approximate horsepower for the future well pumps. We will then develop an overall future anticipated electrical load list and contact the power utility company to coordinate on the availability of power. If existing power is not available at well locations, we will work with the City to identify the means to extend power along with an estimate of the costs for the new well locations.

Task 7 - Property Purchase, Easement and Right-of-way permit requirements

Once the potential well locations and water main alignments have been evaluated, the limits of property needed to be acquired for the well sites will be identified. In addition, permanent easements for the water main along with temporary construction easements will also be identified. This information can then be used by the City to begin discussions with property owners for property acquisition.

Task 8 - Rough Order of Magnitude Opinion of Probable Construction Costs (OPCC)

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HDR will develop a rough order of magnitude (ROM) OPCC, that will include cost factors, calculation of escalation based on realistic milestones, and accounting for market volatility using adjustment factors. The OPCC will include the following cost factors:

- Miscellaneous and unidentified site structures.
- Civil/sitework.
- Instrumentation and Controls.
- Electrical work.
- Specialty piping, such as directional drilling.
- Soil conditions (based on readily available data).
- Assumed contractor markups, including field general conditions, mobilization, overhead, profit, bonds and insurance.
- Sales tax.
- Escalation to the estimated mid-point of construction.
- Location adjustment factors.
- Construction contingency, which includes money set aside for changes during construction.
- Legal, fiscal, administrative, engineering, and inspection services.
- Market adjustment factors.

Task 9 - Design and Construction Schedule

As part of the Feasibility and Alternatives Analysis, HDR will prepare an overall design and construction schedule for implementation of the recommended wellfield expansion and water main construction.

Task 10 – Summary Memorandum

A summary memorandum will be prepared that includes information from Task 1 through 9. A draft of the summary memorandum will be prepared and submitted to the City for review. Once the City has reviewed, a meeting will be scheduled to discuss comments. After the meeting, the summary memorandum will be finalized and submitted to the City.

Assumptions and Clarifications

The following assumptions and clarifications were used in the preparation of the scope of services as well as the estimated fee for the project.

1. The fee only includes the feasibility and alternatives evaluation phase. The fee does not include design, bidding or construction services.
2. Test hole drilling to obtain aquifer quality data (and water quality data) at the proposed wellfield site is not included in this initial phase of work.
3. HDR's proposal (April 5, 2022) included multiple value added tasks. At this phase of the project, the value added tasks (listed below) are NOT included in the scope or fee.
    a. Groundwater modeling
    b. Hydraulic modeling
    c. Right of way and property acquisition services
    d. Construction Manager At-Risk

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4. The Draft and Final Summary Memorandums will be submitted electronically (PDF format) to the City. No hard copies will be provided.
5. The review meeting with the City will be held virtually.
6. The City will provide the following data to HDR:
    a. Existing data on the City's existing wells and identified irrigation wells.
    b. Results of water quality sampling.
    c. Documentation of previous City investigation(s) of the proposed wellfield expansion area.
    d. GIS data in the area along the water main alignment.
    e. Plans for the existing sanitary lift station north of Cole Creek.

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Schedule C

Schedule of Fees and Hourly Rates

Restore Water Treatment Plant Capacity (City Project # 22WTR10)

Fee Estimate

The Not-to-exceed fee for the scope of services described in Schedule B is $43,500.00.

The schedule of hourly rates and directly reimbursable fees is shown on the following page.

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Schedule C

Hourly Rate Schedule

Restore Water Treatment Plant Capacity (City Project # 22WTR10)

Below are the 2022 Hourly Billable Rates for HDR Engineering, Inc. These billing rates shall be adjusted annually to reflect any salary adjustments incurred by employees. The rates listed below do not include reimbursable direct expenses as defined below.

Description	Billing Rate/Hour
Senior Technical Specialist/Senior Project Manager III	$280
Technical Specialist/Senior Project Manager II	$250
Senior Project Manager I	$230
Project Manager III	$200
Project Manager II	$170
Project Manager I	$135
Engineer VI	$230
Engineer V	$200
Engineer IV	$170
Engineer III	$150
Engineer II	$135
Engineer I	$110
Cadd/GIS Technician V	$165
Cadd/GIS Technician IV	$145
Cadd/GIS Technician III	$130
Cadd/GIS Technician II	$110
Cadd/GIS Technician I	$95
Environmental/Water Quality Scientist III	$200
Environmental/Water Quality Scientist II	$175
Environmental/Water Quality Scientist I	$155
Senior Land Surveyor	$170
Survey Technician III	$125
Survey Technician II	$85
Survey Technician I	$65
Construction Manager II	$165
Construction Manager I	$140
Construction Engineer	$120
Construction Inspector	$110
Project Accountant II/Project Assistant II	$115
Project Accountant I	$100
Project Assistant	$95
Admin Assistant	$80

Direct Expenses	
Mileage	CURRENT IRS RATE
Printing	AT COST
Travel	AT COST
Subconsultants	AT COST

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Schedule D

List of Subcontracted Services and Subcontractors

Restore Water Treatment Plant Capacity (City Project # 22WTR10)

The well field yield evaluation, the well water quality evaluation, and the well constructability tasks will be performed by Dwight Douglas Haney.

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Schedule E

Notice and Instructions to Bidders/Vendors regarding §§ 285.525 through 285.550 RSMO, effective January 1, 2009

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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 Jackson)

Before me, the undersigned Notary Public, Joseph E. Drimmel (Name) personally appeared who is Sr. Vice President (Title) of HDR Engineering, Inc. (Company Name), and after being sworn did depose and say:

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

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

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

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

Signature (Person with Authority)

Joseph E Drimmel
Printed Name

Sr. Vice President
Title

6/21/22
Date

Subscribed and sworn to before me this 21st day of June, 2022 (Month, Year).

My commission expires:

Signature of Notary

6.21.2022
Date

LILLIAN L. WALKER
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
CASS COUNTY
MY COMMISSION EXPIRES 1-19-2023
COMMISSION # 15424990

Rev. 1/30/09

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C22-165

CITY OF ST. CHARLES, MISSOURI
ENGINEERING SERVICES CONTRACT

THIS ENGINEERING SERVICES CONTRACT (hereinafter, the "Contract") is made in St. Charles County, Missouri, by and between the City of Saint Charles, Missouri, a constitutional home rule charter city and political subdivision of the State of Missouri (hereinafter, the "City"), and HDR Engineering, Inc. (hereinafter, the "Consulting Engineer" or "Engineer").

The City intends to construct a project (hereinafter, the "Project") in Saint Charles, Missouri, described as follows:

Project Name: Restore Water Treatment Plant Capacity (22WTR10)

Project Description: The project includes the completion of a feasibility and alternatives evaluation for adding two to three new raw water supply wells.

Project Location: The project is located north of the existing Water Treatment Plant near Huster Road and I-370.

The Project Charter is attached as **Schedule A**.

The City contracts with the Consulting Engineer to perform professional engineering services for the Project, and to perform the professional engineering services as more particularly described herein. By executing this Contract, the Consulting Engineer represents to the City that the Consulting Engineer is qualified to perform the professional engineering services required for this Project and by this Contract, and is licensed to practice engineering by the public entities having jurisdiction over the Consulting Engineer and the Project.

SECTION I: DEFINITIONS.

As used in this Contract, the following words shall have the meanings ascribed herein unless otherwise stated or reasonably required by this Contract, and other forms of any defined words shall have a meaning parallel thereto.

A. "City" means the City of Saint Charles, Missouri.

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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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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 Forty-three thousand five hundred dollars ($43,500.00)

The Total Fee is based on the performance of the Scope of Services specified in this Contract, with submittal of final feasibility study on or before August 30, 2022. 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 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

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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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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 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

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additional compensation when due solely to Consulting Engineer's negligent acts, errors, or omissions. If corrections or revisions are not solely Consulting Engineer's fault, then the parties will negotiate an equitable sharing of the fees associated with such changes and the fixed fee will be adjusted accordingly.

SECTION III: RESPONSIBILITIES OF CONSULTING ENGINEER.

The Consulting Engineer shall provide and perform the Engineering Services set forth in the Project Charter (**Schedule A**) and 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 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

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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 charge of acts or omissions of the construction contractor, contractor's subcontractors, or their agents or employees.

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5. Shop Drawings: The Consulting Engineer shall review and take appropriate action on the construction contractor's shop drawings and samples, and the results of tests and inspections and other data which each construction contractor or subcontractor is required to submit for the purposes of checking for compliance with the design concept and conformance with the requirements of the Contract Documents. This review shall not extend to means, methods, sequences, techniques or procedures of construction, or to safety precautions and programs incident thereto. The Consulting Engineer's review shall be conducted with reasonable promptness while allowing sufficient time in the Consulting Engineer's judgment to permit adequate review. Review of a specific item shall not indicate that the Consulting Engineer has reviewed the entire assembly of which the item is a component. The Consulting Engineer shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

D. GENERAL DUTIES AND RESPONSIBILITIES.

1. Responsibilities under the General Conditions of the Contract for Construction ("General Conditions"): In addition to the responsibilities herein set forth, the Consulting Engineer shall be responsible for those matters identified in the General Conditions as being responsibilities of the Consulting Engineer. The General Conditions shall be in a form mutually agreeable between the City and Consulting Engineer and shall be consistent with the intent and requirements of this Contract.

2. Personnel: The Consulting Engineer shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of this Contract, the Consulting Engineer designates Jeffrey Gratzer, P.E. (MO) as their Project Manager on the Project. This person shall be the primary contact with the City's Project Manager and shall have responsible authority for delivering the services of this contract from the Consulting Engineer. If not the herein designated Project Manager, the Consulting Engineer shall also designate, in writing to the City, the person in their firm with the authority to bind the Consulting Engineer. So long as the person named above remains employed by the Consulting Engineer, he or she shall perform the function of Project Manager on this Project. A personnel change must be approved by the City, but not unreasonably withheld.

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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, and those listed on the Project Charter. 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.

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A. COMMUNICATION. The City shall provide to the Consulting Engineer applicable Program Criteria; examine and timely respond to Consulting Engineer submissions; and give written notice to Consulting Engineer, who shall respond within five business days (including a request for additional time), whenever the City observes or otherwise becomes aware of any defect in the Engineering Services.

B. ACCESS. The City will provide access for the Consulting Engineer to enter public and private property necessary for the completion of the Project.

C. DUTIES. The City shall furnish and perform the various duties and services in all phases of the Project which are outlined and designated in **Schedule A**, Project Charter, and **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.

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2. Termination for Cause: If this Contract is terminated for cause, after notice to the Consulting Engineer and a period of ten (10) days for the Consulting Engineer to remedy the cause for termination, the City may take over the Engineering Services and prosecute same to completion, by contract or otherwise, for the amount and at the expense of the Consulting Engineer, and the Consulting Engineer shall be liable to the City for reasonable excess costs incurred by the City by reason of such prosecution and completion. When the Contract has been terminated, such termination shall not affect any rights or remedies of the City against the Consulting Engineer then existing or which may later accrue. Similarly, any retention or payment of monies due the Consulting Engineer shall not release the Consulting Engineer from liability.

3. Compensation for Convenience Termination: If the City terminates this Contract for its convenience as herein provided, the City shall compensate the Consulting Engineer for all Engineering Services completed to the date of its receipt of the termination notice and for any additional Engineering Services requested by the City to bring the Project to reasonable termination. Compensation to the Consulting Engineer shall not include anticipatory profit or consequential damages, neither of which will be allowed.

4. Compensation for Cause Termination: If the City terminates this Contract for cause or default by the Consulting Engineer, the City shall compensate the Consulting Engineer for the reasonable cost of Engineering Services completed to the date of its receipt of the termination notice. Compensation to the Consulting Engineer shall not include anticipatory profit or consequential damages, neither of which will be allowed. The City also retains all of its rights and remedies against the Consulting Engineer including but not limited to its rights to sue for damages, interest and attorney fees.

5. Incomplete Documents: The Consulting Engineer shall not be responsible for errors or omissions in documents which are incomplete as a result of an early termination of this Contract pursuant to this Section.

6. Non Appropriation Clause: Notwithstanding other terms to the contrary, the obligation of CITY under this Contract shall cease immediately for a fiscal year in which CITY does not, for any reason, appropriate funds for this Contract.

B. DISPUTE RESOLUTION.

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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 with sensitive information redacted, when requested. The Consulting Engineer's duty and obligation to maintain Professional Liability insurance and provide the insurance policy to the City shall survive termination of this Contract.

2. Commercial General Liability:

Each Occurrence	$3,000,000
Personal & Advertising Injury	$3,000,000
Products/Completed Operations Aggregate	$3,000,000
General Aggregate	$3,000,000

An umbrella or excess liability policy may be used to attain the shown commercial general liability limits.

Policy shall not contain any endorsements that remove or restrict the following coverages:

a. Contractual Liability

b. Explosion, Collapse & Underground

c. Independent Contractors

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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: $3,000,000 Each Accident, Combined Single Limits, Bodily Injury and Property Damage. An umbrella or excess liability policy may be used to attain the shown commercial general liability limits.

Policy shall insure the contractual liability assumed by the Consulting Engineer pursuant to this Contract.

4. Workers' Compensation and Employers' Liability: This insurance shall protect the Consulting Engineer against all claims under applicable state Workers' Compensation laws.

Workers' Compensation: Statutory Limit

The Consulting Engineer shall also be protected against claims for injury, disease or death of employees for which, for any reason, may not fall within the provisions of a Workers' Compensation law under an Employers Liability policy with the following limits:

Bodily Injury by Accident	$500,000 each accident
Bodily Injury by Disease	$500,000 policy limit
Bodily Injury by Disease	$500,000 each employee

5. Industry Ratings: The City will only accept coverage from an insurance carrier that offers proof that the carrier:

a. is licensed to do business in the State of Missouri; and

b. carries a Best's Policyholder rating of A-VII, or better or is otherwise approved by the City.

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Certification of insurance coverage above shall be on the ISO Standard Certificate of Insurance Form provided by the Consulting Engineer's insurance carrier or its authorized representative. Copies of additional insured endorsements shall accompany the insurance certificates.

6. Subcontractor's Insurance: If a part of this Contract is to be sublet, then the Consulting Engineer shall either:

a. cover all subcontractors under its insurance policies; or

b. require each subcontractor not so covered to secure insurance which will protect against applicable hazards or risks of loss and in the minimum amounts designated herein, unless waived by the City.

7. The Consulting Engineering or its insurance company shall provide to the City at least thirty (30) days advanced written notice by REGISTERED MAIL prior to any renewal or expiration date of any insurance policy.

E. INDEMNITY.

1. Indemnification for General Liability or Non-Professional Negligence. The Consulting Engineer shall defend, indemnify, and hold harmless the City and any of its elected officials, employees, officers, boards, commissions or agencies from and against damages, liability, losses, costs, expenses, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorneys' fees and the cost of defense), in connection with any action, proceeding, demand or claim arising out of or resulting from the negligence, in whole or in part, of the Consulting Engineer, its employees, agents, or subcontractors, or others for whom the Consulting Engineer is legally liable, provided that such damage, liability, loss, cost, or expense is:

a. attributable to bodily injury, sickness, disease, or death or to damage to or destruction of tangible property (other than the Project itself) of any person or entity including loss of use resulting there from; or

b. not the result of professional negligence.

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In addition, the Consulting Engineer's obligations shall specifically apply to those damages, liabilities, losses, costs, or expenses arising from the negligent acts of the City or any of any of its elected officials, employees, officers, boards, commissions or agencies in those instances in which the City is named as an additional insured under the Consulting Engineer's Commercial General Liability insurance policy resulting from the negligence, in whole or in part, of the Consulting Engineer, its employees, agents, or subcontractors, or others for whom the Consulting Engineer is legally liable, and then only to the extent covered by such insurance, not to exceed the limits required herein. If the required insurance is not procured and maintained as required by this Contract, then the Consulting Engineer's obligations hereunder shall apply as though the insurance was in place.

2. Indemnification for Professional Negligence. The Consulting Engineer shall indemnify and hold harmless the City and any of its elected officials, employees, officers, boards, commissions or agencies from and against damages, losses, costs, and expenses, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorneys' fees and the cost of defense), in connection with any action, proceeding, demand or claim but only to the extent caused by the negligent acts, errors, or omissions of the Consulting Engineer, its employees, agents, or subcontractors, or others for whom the Consulting Engineer is legally liable, in the performance of professional services pursuant to this Contract. The Consulting Engineer is not obligated under this subparagraph to indemnify the City for the negligent acts of the City or any of its elected officials, employees, officers, boards, commissions or agencies.

3. Additional provisions regarding the indemnification provided under paragraph E.1. and E.2. of this Contract. It is agreed as a specific element of consideration of this Contract that the indemnification provided by paragraphs E.1. and E.2. of this Contract shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party. In the case of any claims against the City, its elected officials, employees, officers, boards, commissions or agencies indemnified under this Contract, by an employee of the Consulting Engineer, its affiliates, subsidiaries, subcontractor or assignee, the indemnification obligations contained in this Contract shall not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for the Consulting Engineer,

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its affiliates, subsidiaries, subcontractor or assignee, under workers' compensation acts, disability benefit acts, or other employee benefit acts. This indemnification section shall survive the termination of this Contract.

F. NON-DISCRIMINATION AND AFFIRMATIVE ACTION.

1. In the execution of this Contract, no person shall on the grounds of race, color, religion, sex, disability, national origin or other protected status be excluded from full employment rights in, be denied the benefits of, or otherwise subjected to discrimination under any program, service or activity under the provisions of any and all applicable federal and state laws against discrimination.

2. In all solicitation or advertisements for employees, the Consulting Engineer shall include the phrase "equal opportunity employer," or similar phrase approved by the City.

3. The Consulting Engineer shall include the provisions of paragraphs 1 and 2 in every subcontract or purchase order so that such provisions will be binding upon all subcontractors and vendors.

G. ENTIRE AGREEMENT.

This Contract constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Contract may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Contract.

H. APPLICABLE LAW, JURISDICTION AND VENUE.

This Contract is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Missouri. In the event that the parties hereto are unable to resolve any controversy or claim arising out of, or relating to, this Contract or the making, performance or interpretation of it without resort to the courts, the parties agree that exclusive jurisdiction and venue over such matter shall be in the Eleventh Judicial Circuit Court of St. Charles County, Missouri.

I. ASSIGNMENT OF CONTRACT.

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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 on specified disk type and paper hard copies of (24" x 36" or 11" x 17") shall be prepared for the City's use. The number of hard copies and sizes will be determined in **Schedule B**, Scope of Services. If the City provides such electronic media to others for any purpose, the City shall require the electronic media to be returned to the City upon completion of such use. The City recognizes that such use of electronic media will be at the City's sole risk and without any liability risk or legal exposure to the Consulting Engineer.

2. Project Documentation: All documentation provided to the City other than project drawings shall be furnished on a flash drive, CD, or other mutually agreeable format in either Microsoft Word file format or ASCII file format.

3. "Record" Drawings: After substantial completion of construction, the City and the construction contractor will provide copies of changes and alterations made in the field during construction to the Consulting Engineer to provide Record drawings, unless the Consulting Engineer has provided a flash drive or CD to the City on which the City can make changes. The Consulting Engineer has the right to rely on the information provided by the City and the construction contractor in preparing such documents, and shall have no independent duty to verify its accuracy.

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M. FEDERAL LOBBYING ACTIVITIES.

(Only applies to projects receiving federal funds via the City)

31 USC Section 1352 requires all sub-grantees, contractors, subcontractors and consultants that receive federal funds via the City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan or cooperative agreement. In addition, contract applicants, recipients and sub-recipients must file a form disclosing any expenditure they make for lobbying out of non-federal funds during the contract period. It is the responsibility of the Consulting Engineer to obtain executed forms from any of its subcontractors who fall within the provision of the Code and to provide City with the same.

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

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agencies having jurisdiction over the construction documents and other services normally provided by the Consulting Engineer and included in the Scope of Services of this Contract. The Consulting Engineer shall secure occupational and professional licenses necessary for the fulfillment of its obligations under this Contract.

P. TITLES, HEADINGS, SUBHEADINGS AND CAPITALIZATION.

The title and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of this Contract. Some terms are capitalized throughout this Contract but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

Q. SEVERABILITY CLAUSE.

Should any provision of this Contract be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Contract shall be unaffected thereby and shall continue to be valid and enforceable.

R. FEDERAL WORK AUTHORIZATION COMPLIANCE.

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

S. PROOF OF LAWFUL PRESENCE IN UNITED STATES.

The Consulting Engineer acknowledges award of this Contract requires compliance with Section 208.009 RSMo which requires the Consulting Engineer to provide the City with

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affirmative proof that person executing this Contract is a citizen or permanent resident of the United States or is lawfully present in the United States prior to the City awarding the Consulting Engineer this Contract.

T. COMPLIANCE WITH OFFENDER REGISTRATION REQUIREMENT.

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

U. TERM OF CONTRACT.

This Contract shall have a duration until acceptance of the work performed or completion of the construction contract, whichever is longer.

V. NOTICES.

All notices that are required or permitted to be given hereunder shall be in writing, addressed to the parties hereto at their respective addresses set forth below and delivered by (a) United States registered or certified mail, with postage prepaid; (b) a commercial package courier/delivery service; (c) hand delivery; or (d) sent by facsimile to the facsimile numbers set forth below:

A. If to the City:
City of St. Charles
Attention: Director of Administration
200 North Second Street
St. Charles, MO 63301
Fax No. 636-949-3267

B. If to the Consulting Engineer:
HDR Engineering, Inc.
Jeffrey.Gratzer@hdrinc.com
401 S. 18th Street, Suite 300
St. Louis, MO 63103
Office: 314-425-8329

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

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delivery is effective on delivery. A notice sent by facsimile is effective on the first business day following transmission of the facsimile, if the sender's facsimile machine prints a confirmation that the recipient received the facsimile transmission and if a copy of the notice is also mailed by first class mail to the party that was to receive the notice accompanied by a note that it confirms a facsimile notice previously given. Either party may designate a different address or addresses by giving the other party written notice of its new address(es).

W. AUTHORITY TO APPROVE AND EXECUTE

The Consulting Engineer and the City each represent and warrant that it has the lawful authority to enter into this Contract and to perform the duties and obligations thereto.

X. ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

Schedule A – 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

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Y. EXECUTION OF CONTRACT.

The parties have caused this Contract to be executed in duplicate originals on this 5 day of July, 2022.

CITY OF ST. CHARLES, MISSOURI:

By: _____ 7/5/22
Lawrence S. Dobrosky, Jr. Date
Director of Administration

Attest:

Kimberly Hudson 7/5/2022
~~Laura L. Whitehead~~, City Clerk Date
Kimberly Hudson Asst.

CONSULTING ENGINEER:

HDR Engineering, Inc.

Jun 20, 2022
By: Authorized Signatory Date

Joseph E. Drimmel, Sr. Vice President

Attest:

Patrick Young Jun 20, 2022
Signature Date

Patrick Young
Printed Name

Docusign Envelope ID: B6EF888B-D2BF-48F2-8E24-B5D0FEF8BC86

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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Schedule A

Project Charter

Docusign Envelope ID: B6EF888B-D2BF-48F2-8E24-B5D0FEF8BC86

Schedule B

Consulting Engineer Scope of Services

Docusign Envelope ID: B6EF888B-D2BF-48F2-8E24-B5D0FEF8BC86

Schedule B

Consulting Engineer Scope of Services

Restore Water Treatment Plant Capacity (City Project # 22WTR10)

Project Understanding

The City of St. Charles (City) is dedicated to providing reliable, high-quality drinking water to its residents via the drinking water distribution system. The City's Elm Point Water Treatment Plant has a well field consisting of six vertical wells (W-4,W-5, W-6, W-7, W-8, and W-10) and one radial collector well (W-9) along Huster Road. The City has closed water production from three vertical wells (W-4, W-5, W-6) due to nearby groundwater quality concerns. The City wishes to restore between 4 to 6 MGD in reliable capacity by installing two or three new vertical wells, or a horizontal collector well at locations that will not be impacted by future development. A previous Well Field Study identified locations North of MO-370 for future well installations to replace those that are no longer in service and proactively identify locations to replace those that may be impacted in the future.

Scope of Services

This phase of the project will consist of a feasibility and alternatives evaluation that will assess new well field locations based on readily available information to advance the project to final design and construction. The following tasks will be completed as part of this scope of services:

Task 1 - Potential Well Yield Evaluation

We will conduct a review of available hydrogeological data for the Mississippi River alluvial aquifer in the area to assess the potential water for vertical wells and / or horizonal collector wells. We will also assess considerations for developing vertical wells versus horizontal collector wells, including well yield, construction, operational preferences, cost considerations, and levels of resiliency.

In lieu of not having site specific test hole data, the HDR team will estimate a range of aquifer formation parameters representative of the Mississippi River alluvial aquifer based on available well data near the proposed wellfield property. The estimated parameters will be used with analytical equations to develop preliminary yield estimates for vertical and horizontal collector wells at this location. In general, a horizontal collector well sited further back from the river, such as at the proposed property will have 3 to 5 times the capacity of a vertical well, while horizontal collector wells sited adjacent to a river might achieve yields in the range of 7 to 10 times that of a vertical well. HDR will develop estimates of required well spacing based on analytical equations and determine potential for short-term and future safe yields from the proposed property.

Considerations for developing vertical wells versus horizontal collector wells include operational preferences, cost considerations, and levels of resiliency. HDR will develop a list of pros and cons with associated high-level costs between developing vertical wells or horizontal collector wells. The comparison will address:

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- Well yield
- Construction and maintenance costs
- Service life
- Infrastructure footprint
- Rate of well fouling
- Flood and drought resiliency
- Determination of "safe yield"
- Ability to phase construction
- Vulnerability to contamination
- Single point versus multiple points of electrical, instrumentation, controls
- Potential points of failure and opportunities to install redundancy into the system

These considerations, in conjunction with consultation with City staff, will form the basis of the alternatives analysis and recommendation of a preferred well type.

Task 2 – Well Water Quality Evaluation

The City has indicated that there are existing irrigation wells in the proposed wellfield area that may be accessed for this evaluation. HDR will review available information on the irrigation wells and develop recommendations for sampling wells where water quality information can enhance the success of the project. HDR will develop a sampling protocol appropriate to the surface completion of the wells, and develop a list of analytes and laboratory detection levels appropriate for detecting potential contamination and for review of compatibility of water quality with the City's current water treatment process.

Task 3 – Well Constructability

Considerations for location and design of wells will be evaluated and include:

- Appropriate setback from potential contamination sources such as:
    - Sanitary sewer lines along Huster Road
    - Petroleum and hazardous liquid pipelines along the northern side of the proposed property
    - Surface water sources
- Post-construction control of wellfield property to exclude potential contamination
- Development in a floodplain, access to wells during flooding, raising the wellhead completion
- Well spacing to reduce mutual well interference
- Well drilling issues associated with high groundwater levels

Task 4 – Water Main Constructability

The alignment of the water main will be evaluated including evaluating alternate alignments to approach the area north of Cole Creek. Our evaluation will include looking at alignments to minimize impacts:

- To existing sanitary lift station north of Cole Creek.

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- To existing utilities along Huster Road (including gravity sewer, overhead power, and creek/drainage)
- When crossing Cole Creek.
- From known contamination sources that might impact pipeline material selection. Depending on limits/remediation of contamination, pipeline material and gaskets need to be resistant to deterioration from potential contaminants.
- Associated with the crude oil pipeline and anhydrous ammonia pipeline to the north.

We will also evaluate the feasibility of constructing a redundant pipeline from the Elm Point Water Treatment Plant to the expanded well field to provide resiliency.

Task 5 – MDNR Design and Construction Permit Requirements

As part of the Feasibility and Alternatives analysis, we will identify and develop a permit requirement matrix for local, state, and federal permitting anticipated for the new wells and water main. These will include MDNR Public Water Section requirements, predrilling notifications and well reporting, and floodplain development permits.

We will review City Well 10 design elements as appropriate for use as a template for the future wells.

We will also look at the potential of converting existing irrigation wells into public water supply wells. Of potential concern, is that many irrigation wells are not constructed to the higher standard (and higher cost) to meet MDNR minimum design standards. Well casing materials may not be strong enough, annular grout seals and casing might not extent deep enough, and well screen might not be designed appropriately to provide low inflow velocities and minimal sand production. Our team will review available information and communicate with MDNR to evaluate if well construction is adequately documented and construction deficiencies, if present, can be corrected.

Task 6 - Power Requirements and Availability

Once the potential well locations and water main alignments have been evaluated, HDR will identify the approximate horsepower for the future well pumps. We will then develop an overall future anticipated electrical load list and contact the power utility company to coordinate on the availability of power. If existing power is not available at well locations, we will work with the City to identify the means to extend power along with an estimate of the costs for the new well locations.

Task 7 - Property Purchase, Easement and Right-of-way permit requirements

Once the potential well locations and water main alignments have been evaluated, the limits of property needed to be acquired for the well sites will be identified. In addition, permanent easements for the water main along with temporary construction easements will also be identified. This information can then be used by the City to begin discussions with property owners for property acquisition.

Task 8 - Rough Order of Magnitude Opinion of Probable Construction Costs (OPCC)

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HDR will develop a rough order of magnitude (ROM) OPCC, that will include cost factors, calculation of escalation based on realistic milestones, and accounting for market volatility using adjustment factors. The OPCC will include the following cost factors:

- Miscellaneous and unidentified site structures.
- Civil/sitework.
- Instrumentation and Controls.
- Electrical work.
- Specialty piping, such as directional drilling.
- Soil conditions (based on readily available data).
- Assumed contractor markups, including field general conditions, mobilization, overhead, profit, bonds and insurance.
- Sales tax.
- Escalation to the estimated mid-point of construction.
- Location adjustment factors.
- Construction contingency, which includes money set aside for changes during construction.
- Legal, fiscal, administrative, engineering, and inspection services.
- Market adjustment factors.

Task 9 - Design and Construction Schedule

As part of the Feasibility and Alternatives Analysis, HDR will prepare an overall design and construction schedule for implementation of the recommended wellfield expansion and water main construction.

Task 10 – Summary Memorandum

A summary memorandum will be prepared that includes information from Task 1 through 9. A draft of the summary memorandum will be prepared and submitted to the City for review. Once the City has reviewed, a meeting will be scheduled to discuss comments. After the meeting, the summary memorandum will be finalized and submitted to the City.

Assumptions and Clarifications

The following assumptions and clarifications were used in the preparation of the scope of services as well as the estimated fee for the project.

1. The fee only includes the feasibility and alternatives evaluation phase. The fee does not include design, bidding or construction services.
2. Test hole drilling to obtain aquifer quality data (and water quality data) at the proposed wellfield site is not included in this initial phase of work.
3. HDR's proposal (April 5, 2022) included multiple value added tasks. At this phase of the project, the value added tasks (listed below) are NOT included in the scope or fee.
    a. Groundwater modeling
    b. Hydraulic modeling
    c. Right of way and property acquisition services
    d. Construction Manager At-Risk

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4. The Draft and Final Summary Memorandums will be submitted electronically (PDF format) to the City. No hard copies will be provided.
5. The review meeting with the City will be held virtually.
6. The City will provide the following data to HDR:
    a. Existing data on the City's existing wells and identified irrigation wells.
    b. Results of water quality sampling.
    c. Documentation of previous City investigation(s) of the proposed wellfield expansion area.
    d. GIS data in the area along the water main alignment.
    e. Plans for the existing sanitary lift station north of Cole Creek.

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Schedule C

Schedule of Fees and Hourly Rates

Restore Water Treatment Plant Capacity (City Project # 22WTR10)

Fee Estimate

The Not-to-exceed fee for the scope of services described in Schedule B is $43,500.00.

The schedule of hourly rates and directly reimbursable fees is shown on the following page.

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Schedule C

Hourly Rate Schedule

Restore Water Treatment Plant Capacity (City Project # 22WTR10)

Below are the 2022 Hourly Billable Rates for HDR Engineering, Inc. These billing rates shall be adjusted annually to reflect any salary adjustments incurred by employees. The rates listed below do not include reimbursable direct expenses as defined below.

Description	Billing Rate/Hour
Senior Technical Specialist/Senior Project Manager III	$280
Technical Specialist/Senior Project Manager II	$250
Senior Project Manager I	$230
Project Manager III	$200
Project Manager II	$170
Project Manager I	$135
Engineer VI	$230
Engineer V	$200
Engineer IV	$170
Engineer III	$150
Engineer II	$135
Engineer I	$110
Cadd/GIS Technician V	$165
Cadd/GIS Technician IV	$145
Cadd/GIS Technician III	$130
Cadd/GIS Technician II	$110
Cadd/GIS Technician I	$95
Environmental/Water Quality Scientist III	$200
Environmental/Water Quality Scientist II	$175
Environmental/Water Quality Scientist I	$155
Senior Land Surveyor	$170
Survey Technician III	$125
Survey Technician II	$85
Survey Technician I	$65
Construction Manager II	$165
Construction Manager I	$140
Construction Engineer	$120
Construction Inspector	$110
Project Accountant II/Project Assistant II	$115
Project Accountant I	$100
Project Assistant	$95
Admin Assistant	$80

Direct Expenses	
Mileage	CURRENT IRS RATE
Printing	AT COST
Travel	AT COST
Subconsultants	AT COST

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Schedule D

List of Subcontracted Services and Subcontractors

Restore Water Treatment Plant Capacity (City Project # 22WTR10)

The well field yield evaluation, the well water quality evaluation, and the well constructability tasks will be performed by Dwight Douglas Haney.

Docusign Envelope ID: B6EF888B-D2BF-48F2-8E24-B5D0FEF8BC86

Schedule E

Notice and Instructions to Bidders/Vendors regarding §§ 285.525 through 285.550 RSMO, effective January 1, 2009

Docusign Envelope ID: B6EF888B-D2BF-48F2-8E24-B5D0FEF8BC86

AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500 RSMo et seq.

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

STATE OF Missouri)

)ss

COUNTY OF Jackson)

Before me, the undersigned Notary Public, Joseph E. Drimmel (Name) personally appeared who is Sr. Vice President (Title) of HDR Engineering, Inc. (Company Name), and after being sworn did depose and say:

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

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

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

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

Signature (Person with Authority)

Joseph F. Drimmel
Printed Name

Sr. Vice President
Title

6/21/22
Date

Subscribed and sworn to before me this 21st day of June, 2022 (Month, Year).

My commission expires:

Signature of Notary

6.21.2022
Date

LILLIAN L. WALKER
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
CASS COUNTY
MY COMMISSION EXPIRES 1-19-2023
COMMISSION # 15424990

Rev. 1/30/09

Certificate Of Completion

Envelope Id: B6EF888B-D2BF-48F2-8E24-B5D0FEF8BC86
Status: Completed
Subject: Please DocuSign: Pink-CRS-Electronic Routing_22WTR10 Water Treatment Plant_SA #5
Source Envelope:
Document Pages: 143
Signatures: 10
Certificate Pages: 3
Initials: 2
AutoNav: Enabled
Stamps: 1
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
4/10/2026 4:18:53 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: Dan Mann 147DA4446E33432... Signature Adoption: Pre-selected Style Using IP Address: 172.59.189.196 Signed using mobile	Sent: 4/10/2026 4:19:38 PM Viewed: 4/10/2026 4:20:01 PM Signed: 4/10/2026 4:20:09 PM
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: 4/10/2026 4:20:13 PM Viewed: 4/13/2026 8:03:26 AM Signed: 4/13/2026 8:09:22 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: 4/13/2026 8:09:26 AM Viewed: 4/13/2026 12:59:34 PM Signed: 4/13/2026 1:00:57 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: 4/13/2026 1:01:00 PM Viewed: 4/13/2026 2:01:20 PM Signed: 4/13/2026 2:12:40 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: Bryan Wise DC9A626C378842A... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 4/13/2026 2:12:43 PM Resent: 4/13/2026 4:29:29 PM Viewed: 4/13/2026 5:44:38 PM Signed: 4/13/2026 5:45:36 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: 4/13/2026 5:45:40 PM Viewed: 4/14/2026 8:12:28 AM Signed: 4/14/2026 8:12:47 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: Lawrence S. Dobrosky, Jr. 3E05A81A58094AA... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 4/14/2026 8:12:53 AM Viewed: 4/14/2026 9:25:38 AM Signed: 4/14/2026 9:25:52 AM
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: 4/14/2026 9:25:56 AM Viewed: 4/14/2026 12:12:54 PM Signed: 4/14/2026 12:13:23 PM
Kimberly Hudson kimberly.hudson@stcharlescitymo.gov city Clerk..... City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by: Kimberly Hudson 70E399BA7AAF426... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 4/14/2026 12:13:27 PM Viewed: 4/14/2026 12:14:03 PM Signed: 4/16/2026 9:18:47 AM
Chris Kalips christine.kalips@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: 4/16/2026 9:18:51 AM Viewed: 4/16/2026 10:03:12 AM Signed: 4/16/2026 11:59:59 AM

Signer Events	Signature	Timestamp
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: 4/14/2026 8:12:52 AM Viewed: 4/14/2026 8:14:03 AM
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: 4/14/2026 9:25:56 AM Viewed: 4/14/2026 10:46:47 AM
Carla Bray carla.bray@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 4/16/2026 12:00:04 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/10/2026 4:19:38 PM
Certified Delivered	Security Checked	4/16/2026 10:03:12 AM
Signing Complete	Security Checked	4/16/2026 11:59:59 AM
Completed	Security Checked	4/16/2026 12:00:04 PM

Payment Events	Status	Timestamps

Docusign Envelope ID: 67BC1B99-1BC0-88BA-8107-904C17F12610

Contract #_____
(City Clerk will Assign)

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

Requesting Department:	Police	**Department Contact:**	HEATHER SCHNELLE
Vendor Name & NWS#:	DON BROWN CHEVROLET VENDOR #4287		
Description/Purpose:	PURCHASE OF 3 NEW 2026 POLICE FLEET VEHICLES STATE OF MO CONTRACT MC250182005 PRICING		
Account #:	410-220-131-874102 $55,823.00 100-220-131-874102 $55,823.00 203-220-131-874102 $55,823.00		
Project #:	26PSPOL001 & 26PSPOL007		
Amount of this Routing:	$ 167,469.00	**Requisition #:**	20260524
Contract Type:	New Contract	**N/A**	Coop#:
Contract Term:		**Renewal Options:**	
If Renewal or Amendment: C#		**Amendment #**	**Renewal #**
Original Contract Value:	$	**Total of Previous Amendments:**	$
Total Contract Value:	$167,469.00		

Initial AC

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

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

Printed Name:	**Signature:**
DocuSigned by: George Grove 1759E0E5CF664AD...	DocuSigned by: George Grove 1759E0E5CF664AD... 4/20/2026

ROUTING	**Signature/Date**
Purchasing Review (Compliant with Chapter 145 and City Terms)	Signed by: Paul Feldmann CA2B397B773142A... 4/20/2026
Department of Law (for Legality only)	Signed by: Bryan Wise DC9A626C378842A... 4/21/2026
Director of Finance (Funds Available)	DocuSigned by: Jennifer O'Connor C5FB3E8A40BE40D... 4/22/2026
Director of Administration (Recommend Approval)	DocuSigned by: Lawrence S. Dobrosky, Jr. 3E05A81A58094AA... 4/22/2026
City Council Approval on Consent Agenda	
Mayor (Signature Indicating Approval)	
City Clerk (Signature, Seal and Contract # Assigned)	

Legal has reviewed form of agreement: DS MLO

Docusign Envelope ID: 67BC1B99-1BC0-88BA-8107-904C17F12610

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 05/05/2026
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☐

Bill #_____

Request for Council Action

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

Description:
PURCHASE OF 3 NEW 2026 POLICE FLEET VEHICLES STATE OF MO CONTRACT MC250182005 PRICING

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

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

Summary:
PURCHASE OF 3 NEW 2026 POLICE FLEET VEHICLES STATE OF MO CONTRACT MC250182005 PRICING. $167,469.00

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

Fiscal Impact: 167,469.00 **Requisition #** 20260524

Account #:
410-220-131-874102 $55,823.00
100-220-131-874102 $55,823.00
203-220-131-874102 $55,823.00

Project #: 26PSPOL001 & 26PSPOL007

RCA prepared by: AS Dept. Dir. GG Finance Dir. JP Dir. of Admin. LSDJ

Docusign Envelope ID: 67BC1B99-1BC0-88BA-8107-904C17F12610

CITY OF SAINT CHARLES, MISSOURI
PURCHASE CONTRACT

Contract # _____

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

1. Vendor shall provide One (3) new 2026 Chevrolet Tahoe 4WD PPV – White in color, in accordance with Vendor's Quotes, a copy of which is attached and incorporated as Exhibit A.

2. Vendor agrees that in consideration for the complete performance of the Contract terms by Vendor, the City shall pay Vendor the Contract Price. The Contract Price shall not exceed One Hundred Sixty-Seven Thousand Four Hundred Sixty-Nine Dollars ($167,469.00). Contract Price shall be in accordance with State of Missouri Cooperative Contract #MC250182005.

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

3. The Contract is the complete agreement between City and Vendor. No other agreements or representations other than those contained in the Contract have been made by the parties. The Contract may only be amended, extended or renewed in writing, and is effective when signed by each party.

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

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

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

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

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

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

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

Docusign Envelope ID: 67BC1B99-1BC0-88BA-8107-904C17F12610

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.

DON BROWN CHEVROLET, INC.:

_____ 4/20/26
Date

By: Jeremy Kennedy Asst. Fleet Manager
(Print Name and Title)

CITY OF SAINT CHARLES, MISSOURI:

_____
By: Daniel J. Borgmeyer Date
Mayor

Corporate Attest (if applicable):

_____
By: Date

Attest:

_____
City Clerk Date

Docusign Envelope ID: 67BC1B99-1BC0-88BA-8107-904C17F12610

CITY OF SAINT CHARLES, MISSOURI
PURCHASE CONTRACT

Contract # _____

CERTIFICATE OF DIRECTOR OF FINANCE

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

DocuSigned by:
Jennifer O'Connor 4/22/2026
C5FB3E8A40BE40D...

Director of Finance **Date**

Docusign Envelope ID: 67BC1B99-1BC0-88BA-8107-904C17F12610

Don Brown CHEVROLET

DON BROWN CHEVROLET
2244 S. KINGSHIGHWAY BLVD
ST. LOUIS, MO 63110
314-772-1400

Representative: Jeremy Kennedy

Client: St. Charles Police Department
Attn: Jeremy Perrone
Address: 1781 Zumbehl Rd.
St. Charles, MO 63303
Phone: 636-949-3358
Email: jeremy.perrone@stcharlescitymo.gov

Date: 2/19/2026
Customer's PO: 803437

QUOTE

All quotes are good for 14 days.

QTY	DESCRIPTION	UNIT PRICE	TOTAL
	Contract # MC250182005		
3	2026 Chevrolet Tahoe 4WD PPV - White in Color	$ 55,796.00	$ 167,388.00
3	Option 6E2 - Keyed Alike	$ 48.00	$ 144.00
3	Option 5T5 - Second Row Vinyl Seat		$ -
3	Option Vinyl Floor	$ (171.00)	$ (513.00)
3	Program Extra Key Fobs	$ 150.00	$ 450.00
3	5Y1 - 20% Center Seat Delete		$ -
			$ -
			$ 167,469.00
		Grand Total	$ 167,469.00

All quotes are good for 14 days. Cost of goods can change from one month to the next. After 14 days prices are subject to change.

Docusign Envelope ID: 67BC1B99-1BC0-88BA-8107-904C17F12610

_____ Initial

Signature and Date

Client Signature — Date: 2/20/26

Representatives Signature — Date: 4/20/26

By signing this agreement, I authorize Don Brown Chevrolet to order equipment and charge for the agreed quotation or invoice amount.

Certificate Of Completion

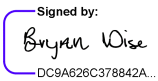
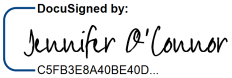
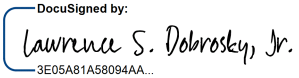
Envelope Id: 67BC1B99-1BC0-88BA-8107-904C17F12610
Status: Sent
Subject: Please DocuSign: Yellow-CRS-Electronic Routing.pdf
Source Envelope:
Document Pages: 7
Signatures: 7
Certificate Pages: 6
Initials: 6
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Heather Schnelle
200 N Second St
Saint Charles, MO, MO 63301
heather.schnelle@stcharlescitymo.gov
IP Address: 35.130.51.195

Record Tracking

Status: Original
4/20/2026 2:30:28 PM
Holder: Heather Schnelle
heather.schnelle@stcharlescitymo.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Heather Schnelle heather.schnelle@stcharlescitymo.gov City of Saint Charles, MO Security Level: Email, Account Authentication (None)	DS HS Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 4/20/2026 2:36:42 PM Viewed: 4/20/2026 2:36:48 PM Signed: 4/20/2026 2:36:56 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
George Grove George.Grove@stcharlescitymo.gov Security Level: Email, Account Authentication (None)	DocuSigned by: George Grove 1759E0E5CF664AD... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 4/20/2026 2:36:57 PM Viewed: 4/20/2026 3:45:57 PM Signed: 4/20/2026 3:46:24 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Amber Charnisky amber.schroeter@stcharlescitymo.gov Signing Group: Senior Financial Analysts Security Level: Email, Account Authentication (None)	Initial AC Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 4/20/2026 3:46:27 PM Viewed: 4/20/2026 4:01:56 PM Signed: 4/20/2026 4:02:59 PM
Electronic Record and Signature Disclosure: Accepted: 4/20/2026 4:01:56 PM ID: 613fb069-cdf6-4f57-9972-c5e68a6c1988		
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: 4/20/2026 4:03:02 PM Viewed: 4/20/2026 4:49:05 PM Signed: 4/20/2026 4:50:56 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

Signer Events	Signature	Timestamp
Mary Ann Ohms maryann.ohms@stcharlescitymo.gov City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DS Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 4/20/2026 4:50:58 PM Viewed: 4/20/2026 4:53:58 PM Signed: 4/20/2026 4:54:22 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:  DC9A626C378842A... Signature Adoption: Pre-selected Style Using IP Address: 174.86.172.50	Sent: 4/20/2026 4:54:23 PM Viewed: 4/21/2026 6:53:14 PM Signed: 4/21/2026 6:53:42 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:  C5FB3E8A40BE40D... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 4/21/2026 6:53:44 PM Viewed: 4/22/2026 7:33:15 AM Signed: 4/22/2026 7:33:25 AM
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: 4/22/2026 7:33:28 AM Viewed: 4/22/2026 8:36:54 AM Signed: 4/22/2026 8:37:06 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: 4/22/2026 8:37:08 AM Resent: 4/24/2026 7:47:25 AM Viewed: 4/24/2026 9:24:53 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		

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: 4/22/2026 7:33:27 AM Viewed: 4/22/2026 8:07:55 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	4/20/2026 2:36:42 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, SHI OBO City of St Charles (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact SHI OBO City of St Charles:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: lawrence.perney@stcharlescitymo.gov

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.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from SHI OBO City of St Charles

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to lawrence.perney@stcharlescitymo.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with SHI OBO City of St Charles

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to lawrence.perney@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.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify SHI OBO City of St Charles as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SHI OBO City of St Charles during the course of your relationship with SHI OBO City of St Charles.

Docusign Envelope ID: 026DA22E-D48A-8185-8360-043DCA0544BC

Contract #_____
(City Clerk will Assign)

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

Requesting Department:	Public Works	**Department Contact:**	Maura Zackavec Gimm
Vendor Name & NWS#:	212 ENVIRONMENTAL CONSULTING, LLC VENDOR #17504		
Description/Purpose:	SUPPLEMENTAL AGREEMENT NO. 9 - ADDITIONAL PROFESSIONAL SERVICES FOR THE POTABLE WATER SUPPLY WELLFIELD PROJECT		
Account #:	514-500-531-733099		
Project #:			
Amount of this Routing:	$ 629,216.00	**Requisition #:**	20260540
Contract Type:	Contract Amendment	**N/A**	Coop#: N/A
Contract Term:	through 12/31/2026	**Renewal Options:**	N/A
If Renewal or Amendment: C#	C21-291	**Amendment #** 9	**Renewal #**
Original Contract Value:	$ 30,592.00	**Total of Previous Amendments:**	$ 2,355,973.00
Total Contract Value:	$ 3,015,781.00		

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:**
LAWRENCE PERNEY	Signed by: Larry Perney C2B72E8A738A480... 4/24/2026

ROUTING	**Signature/Date**
Purchasing Review (Compliant with Chapter 145 and City Terms)	Signed by: Paul Feldmann CA2B397B773142A... 4/24/2026
Department of Law (for Legality only)	Signed by: Bryan Wise DC9A626C378842A... 4/24/2026
Director of Finance (Funds Available)	DocuSigned by: Jennifer O'Connor C5FB3E8A40BE40D... 4/27/2026
Director of Administration (Recommend Approval)	DocuSigned by: Lawrence S. Dobrosky, Jr. 3E05A81A58094AA... 4/27/2026
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: 026DA22E-D48A-8185-8360-043DCA0544BC

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 05/05/2026
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☐

Bill #_____

Request for Council Action

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

Description:

AUTHORIZATION TO ENTER INTO SUPPLEMENTAL AGREEMENT NO. 9 WITH 212 ENVIRONMENTAL CONSULTING, LLC FOR ADDITIONAL PROFESSIONAL SERVICES FOR THE POTABLE WATER SUPPLY WELLFIELD PROJECT IN AN AMOUNT NOT TO EXCEED $629,216.00 FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED $3,015,781.00

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

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

Summary:

In September 2021, the City executed a contract with 212 Environmental Consulting, LLC for Phase 1 services for the Potable Water Supply Wellfield project with seven previous supplemental agreements approved. This Supplemental #9 is for additional professional services for Phase II tasks to be completed in 2026.

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

Fiscal Impact: 629,216.00 **Select One** 20260540

Account #: 514-500-531-733099

Project #:_____

RCA prepared by: PL Dept. Dir. Initial Finance Dir. DS Dir. of Admin. DS

Docusign Envelope ID: 026DA22E-D48A-8185-8360-043DCA0544BC

SUPPLEMENTAL AGREEMENT NO. 9

ENGINEERING SERVICES CONTRACT
BETWEEN
CITY OF SAINT CHARLES, MISSOURI
AND
212 ENVIRONMENTAL CONSULTING, LLC

THIS SUPPLEMENTAL AGREEMENT NO. 9 to the Engineering Services Contract made and entered into this _____ day of _____, 2026 by and between the City of Saint Charles, Missouri, hereinafter referred to as "CITY" and **212 Environmental Consulting, LLC** hereinafter referred to as "ENGINEER".

WITNESSETH:

WHEREAS, on September 30, 2021, the parties hereto entered into an Engineering Services Contract (Prime Contract) to provide professional services for the Potable Water Supply Wellfield Project, hereinafter "PROJECT". The total contract value was $30,592.00.

WHEREAS, on January 27, 2022, the parties hereto entered into a Supplemental Agreement No. 1 to provide additional professional services for the PROJECT in an amount of $5,455.00 for a total contract value of $36,047.00.

WHEREAS, on February 23, 2022, the parties hereto entered into a Supplemental Agreement No. 2 to provide additional professional services for Phase II of the PROJECT in an amount of $220,041.00 for a total contract value of $256,088.00.

WHEREAS, on May 4, 2022, the parties hereto entered into a Supplemental Agreement No. 3 to provide additional professional services for 22WTR10 Restore Water Treatment Plant Capacity of the PROJECT in an amount of $11,772.00 for a total contract value of $267,860.00.

WHEREAS, on November 3, 2022, the parties hereto entered into a Supplemental Agreement No. 4 to provide additional professional services for Phase II tasks not included with Supplemental Agreement No. 2 of the PROJECT in an amount of $136,496.00 for a total contract value of $404,356.00.

WHEREAS, on January 5, 2023, the parties hereto entered into a Supplemental Agreement No. 5 to provide additional professional services for Phase II tasks in 2023 and not included or completed with Supplemental Agreement No. 2 or Supplemental No. 4 of the PROJECT in an amount of $468,771.00 for a total contract value of $873,127.00.

WHEREAS, on February 8, 2023, the parties hereto entered into a Supplemental Agreement No. 6 to provide additional professional services for conducting a ground investigation and pilot testing of a treatment system to remove volatile organic compounds in an amount of $340,425.00 for a total contract value of $1,213,552.00.

WHEREAS, on January 3, 2024, the parties hereto entered into a Supplemental Agreement No. 7 to provide additional professional services for Phase II tasks in 2024 and not included or completed with Supplemental Agreement No. 2, Supplemental No. 4, or Supplemental No. 5 of the PROJECT in an amount not to exceed $587,047.00 for a total contract value of $1,800,599.00.

Docusign Envelope ID: 026DA22E-D48A-8185-8360-043DCA0544BC

SUPPLEMENTAL AGREEMENT NO. 9

ENGINEERING SERVICES CONTRACT
BETWEEN
CITY OF SAINT CHARLES, MISSOURI
AND
212 ENVIRONMENTAL CONSULTING, LLC

WHEREAS, on February 11, 2025, the parties hereto entered into a Supplemental Agreement No. 8 to provide additional professional services for Phase II tasks in 2025 and not included or completed with Supplemental Agreement No. 2, Supplemental No. 4, or Supplemental No. 5 of the PROJECT in an amount not to exceed $585,966.00 for a total contract value of $2,386,565.00.

WHEREAS, the CITY desires to have additional professional services for Phase II tasks in 2026 and not included or completed with Supplemental Agreement No. 2, Supplemental No. 4, Supplemental No. 5, or Supplemental No. 7 of the PROJECT in an amount not to exceed Six Hundred Twenty-Nine Thousand Two Hundred Sixteen Dollars and no cents $629,216.00

NOW, THEREFORE, in consideration of the payment and mutual agreements of the parties contained herein, the parties do mutually agree as follows:

1. ENGINEER shall perform the services described in the attached Scope of Services (Schedule B) in addition to the Scope of Services described in Schedule B of the Prime Contract, and CITY shall pay ENGINEER an amount not to exceed $629,216.00.

2. ENGINEER will provide the consulting services described herein at actual hourly costs and directly reimbursable fees in accordance with the attached Schedule of Fees and Hourly Rates (Schedule C) in addition to the Schedule of Fees and Hourly Rates described in Schedule C of the Prime Contract.

3. All other provisions of the Engineering Services Contract between the parties shall remain unchanged. The contract total is changed from $2,386,565.00 to $3,015,781.00

Docusign Envelope ID: 026DA22E-D48A-8185-8360-043DCA0544BC

SUPPLEMENTAL AGREEMENT NO. 9

ENGINEERING SERVICES CONTRACT
BETWEEN
CITY OF SAINT CHARLES, MISSOURI
AND
212 ENVIRONMENTAL CONSULTING, LLC

212 ENVIRONMENTAL CONSULTING, LLC

DocuSigned by:
Paul Michalski
637EE60A051E459...

4/24/2026

Signature Date

Paul Michalski, Manager

Printed Name

ATTEST:

Signature Date

Printed Name

CITY OF SAINT CHARLES, MISSOURI

Daniel J. Borgmeyer, Mayor Date

ATTEST:

Kimberly Hudson, City Clerk Date

Docusign Envelope ID: 026DA22E-D48A-8185-8360-043DCA0544BC

SUPPLEMENTAL AGREEMENT NO. 9

ENGINEERING SERVICES CONTRACT
BETWEEN
CITY OF SAINT CHARLES, MISSOURI
AND
212 ENVIRONMENTAL CONSULTING, LLC

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 4/27/2026
C5FB3E8A40BE40D...

Director of Finance Date

Certificate Of Completion

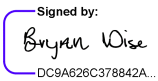
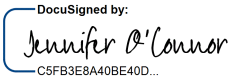
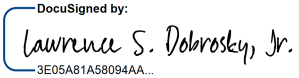
Envelope Id: 026DA22E-D48A-8185-8360-043DCA0544BC
Status: Sent
Subject: Please DocuSign: Yellow-CRS-Electronic Routing - 212 Environmental Supp #9
Source Envelope:
Document Pages: 6
Signatures: 7
Certificate Pages: 6
Initials: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central 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
4/24/2026 8:06:22 AM
Holder: Willie Hantack
William.Hantack@stcharlescitymo.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Paul Michalski paul.michalski@212environmental.com Security Level: Email, Account Authentication (None)	DocuSigned by: Paul Michalski 637EE60A051E459... Signature Adoption: Pre-selected Style Using IP Address: 69.61.228.238	Sent: 4/24/2026 8:14:56 AM Viewed: 4/24/2026 8:22:49 AM Signed: 4/24/2026 8:23:46 AM
Electronic Record and Signature Disclosure: Accepted: 4/24/2026 8:22:49 AM ID: f342429b-c8c7-45d6-879c-54f80a95fede		
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: 4/24/2026 8:23:47 AM Viewed: 4/24/2026 11:26:00 AM Signed: 4/24/2026 11:34:23 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Willie Hantack William.Hantack@stcharlescitymo.gov Audit & Accounting Manager City of Saint Charles, MO Signing Group: Senior Financial Analysts Security Level: Email, Account Authentication (None)	DS Signature Adoption: Uploaded Signature Image Using IP Address: 35.130.51.195	Sent: 4/24/2026 11:34:25 AM Viewed: 4/24/2026 12:09:00 PM Signed: 4/24/2026 12:09:04 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: 4/24/2026 12:09:06 PM Viewed: 4/24/2026 2:10:51 PM Signed: 4/24/2026 2:11:26 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

Signer Events	Signature	Timestamp
Mary Ann Ohms maryann.ohms@stcharlescitymo.gov City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DS Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 4/24/2026 2:11:28 PM Viewed: 4/24/2026 2:56:08 PM Signed: 4/24/2026 3:00:47 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:  DC9A626C378842A... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 4/24/2026 3:00:48 PM Viewed: 4/24/2026 4:22:20 PM Signed: 4/24/2026 4:22:51 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: 4/24/2026 4:22:54 PM Viewed: 4/27/2026 8:02:05 AM Signed: 4/27/2026 8:02:13 AM
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: 4/27/2026 8:02:15 AM Viewed: 4/27/2026 9:08:16 AM Signed: 4/27/2026 9:08:32 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: 4/27/2026 9:08:34 AM Viewed: 4/28/2026 5:20:43 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: 4/27/2026 8:02:14 AM Viewed: 4/27/2026 8:05:14 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	4/24/2026 8:14:56 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, SHI OBO City of St Charles (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact SHI OBO City of St Charles:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: lawrence.perney@stcharlescitymo.gov

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.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from SHI OBO City of St Charles

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to lawrence.perney@stcharlescitymo.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with SHI OBO City of St Charles

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to lawrence.perney@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.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify SHI OBO City of St Charles as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SHI OBO City of St Charles during the course of your relationship with SHI OBO City of St Charles.

Docusign Envelope ID: 7F6D15A8-7B45-84C3-810C-74D35CC9BD29

Contract #_____
(City Clerk will Assign)

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

Requesting Department:	Public Works	**Department Contact:**	MAURA ZACKAVEC GIMM
Vendor Name & NWS#:	#18589 - CALGON CARBON		
Description/Purpose:	2026 GAC MEDIA REPLACEMENT		
Account #:	514-500-535-874105 ($447,100), 514-500-533-766200 ($463,780)		
Project #:	24PWSWW007		
Amount of this Routing:	$ 910,880.00	**Requisition #:**	20260175
Contract Type:	New Contract	**Sole Source**	Coop#: N/A
Contract Term:	through 12/31/2026	**Renewal Options:**	N/A
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:	$ 910,880.00		

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:**
LARRY PERNEY	Signed by: Larry Perney C2B72E8A738A480... 4/22/2026

ROUTING	**Signature/Date**
Purchasing Review (Compliant with Chapter 145 and City Terms)	Signed by: Paul Feldmann CA2B397B773142A... 4/22/2026
Department of Law (for Legality only)	Signed by: Bryan Wise DC9A626C378842A... 4/23/2026
Director of Finance (Funds Available)	DocuSigned by: Jennifer O'Connor C5FB3E8A40BE40D... 4/23/2026
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: 7F6D15A8-7B45-84C3-810C-74D35CC9BD29

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 05/05/2026
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☐

Bill #_____

Request for Council Action

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

Description:

Authorization to enter into purchasing contract with Calgon Carbon for 2026 GAC Media Replacement at the Elm Point Water Treatment Plant for $910,880

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

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

Summary:

The City proposes to enter into a purchasing contract with Calgon Carbon Corporation for the supply and replacement of Granular Activated Carbon (GAC) media at the Water Treatment Plant in an amount not to exceed $910,880. The contract provides for material delivery on an as-needed basis to support ongoing water treatment operations and maintain regulatory compliance.

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

Fiscal Impact: 910,880.00 **Requisition #:** 20260175

Account #: 514-500-535-874105 ($447,100), 514-500-533-766200 ($463,780)

Project #: 24PWSWW007

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

Docusign Envelope ID: 7F6D15A8-7B45-84C3-810C-74D35CC9BD29

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 Calgon Carbon Corporation, (hereinafter, the "Vendor") is effective on the final date of signature set forth below. For the consideration stated herein, City and Vendor agree as follows:

1. Vendor shall provide and deliver Granulated Activated Carbon to the City's Water Treatment Plant, in accordance with Vendor's Proposal, a copy of which is attached and incorporated as Exhibit A. Vendor acknowledges that City does not guarantee any minimum order quantities and orders will be placed by City on an as-needed basis only.

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 Nine Hundred Ten Thousand Eight Hundred Eighty Dollars ($910,880).

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

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

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

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

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

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

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

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

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

Docusign Envelope ID: 7F6D15A8-7B45-84C3-810C-74D35CC9BD29

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.

CALGON CARBON CORPORATION:

04/21/2026
Date

By: Jeremy J. Jones, DWS Project Manager
(Print Name and Title)

CITY OF SAINT CHARLES, MISSOURI:

Daniel J. Borgmeyer Date
Mayor

Corporate Attest (if applicable):

By: Date

Attest:

City Clerk Date

Docusign Envelope ID: 7F6D15A8-7B45-84C3-810C-74D35CC9BD29

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
C5FB3E8A40BE40D...

4/23/2026

Director of Finance Date

Docusign Envelope ID: 7F6D15A8-7B45-84C3-810C-74D35CC9BD29

CITY OF SAINT CHARLES, MISSOURI
REQUEST FOR APPROVAL OF SOLE-SOURCE PURCHASE

(In Compliance with Chapter 145, Sections 145.110 and 145.260)

The following sole-source purchase is presented for approval:

Requesting Department: Engineering

For the purchase of: Granular Activated Carbon

From: Calgon Carbon

Basis for sole-source: Multiple carbon sources were evaluated for their chemical properties. Calgon Carbon performed the best given our unique water chemistry and is recommended by the city's design firm on the GAC project, HDR engineering. Calgon Carbon is the only provider of the carbon that they sell.

Requested by: DocuSigned by: Dan Mann 147DA4446E33432... 6/26/2024
Department Director

Reviewed by: DocuSigned by: 1DC83A752DDA432... 7/5/2024
Purchasing Manager

Purchasing Manager Comments: Based on testing data and availability from City's consultant engineer, HDR, Calgon was recommended as the provider for GAC filter media at Water Treatment Plant. Calgon is the only source of its carbon filter media.

Recommend approval

☒ Approved
☐ Rejected:

DocuSigned by: Lawrence S. Dobrosky, Jr. 3E05A81A58094AA... 7/10/2024
Director of Administration

Copy of form should be attached to Contract Routing Form

Docusign Envelope ID: 7F6D15A8-7B45-84C3-810C-74D35CC9BD29

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 Calgon Carbon (hereinafter, the "Vendor") is effective on the final date of signature set forth below. For the consideration stated herein, City and Vendor agree as follows:

1. Vendor shall provide and deliver Granulated Activated Carbon to the City's Water Treatment Plant, in accordance with Vendor's Proposal, a copy of which is attached and incorporated as Exhibit A. Vendor acknowledges that City does not guarantee any minimum order quantities and orders will be placed by City on an as-needed basis only.

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 million, one hundred and seventy-five thousand dollars and zero cents ($1,175,000.00).

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

3. The Contract is the complete agreement between City and Vendor. No other agreements or representations other than those contained in the Contract have been made by the parties. The Contract may only be amended, extended or renewed in writing, and is effective when signed by each party.

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

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

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

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

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

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

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

Docusign Envelope ID: 7F6D15A8-7B45-84C3-810C-74D35CC9BD29

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

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

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

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

Calgon Carbon:

_____
Date

By:_____
(Print Name and Title)

CITY OF SAINT CHARLES, MISSOURI:

_____
Daniel J. Borgmeyer, Mayor Date

Corporate Attest (if applicable):

_____
By: Date

Attest:

_____
City Clerk Date

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Director of Finance Date

Docusign Envelope ID: 7F6D15A8-7B45-84C3-810C-74D35CC9BD29

CalgonCarbon
A Kuraray Company

June 3, 2024

Alex Weidenbenner
City of St. Charles, MO-Elm Point Water Plant
3600 Elm Point Road
St. Charles, MO 63301

Subject: Sole Source Justification for Calgon Carbon's Filtrasorb 400/Filtrasorb F400 CMR Product

Dear Mr. Weidenbenner:

This letter serves to clarify the unique characteristics and market standing of Calgon Carbon's Filtrasorb 400 granular activated carbon (GAC) product and Calgon Carbon's manufacturing and service capabilities.

Filtrasorb 400 originates from metallurgical grade bituminous coal mined in the United States of America. The raw coal is subsequently manufactured into GAC via reagglomeration and thermal activation processes, again in the United States. The consistent performance and physical properties of Filtrasorb 400 are directly attributable to the consistent physical properties of the raw materials and performance of the manufacturing processes.

The unique mixture of raw materials and manufacturing approaches influence the properties of the final GAC product. The density, abrasion, ash, and adsorption characteristics for Filtrasorb 400 are unique to this product and are all dictated by the specific combination of raw materials and process conditions.

Calgon Carbon assures the availability of Filtrasorb 400 GAC by operating four (5) different production lines at two (2) different manufacturing facilities in the United States. No other domestic manufacturer has multiple production lines or multiple manufacturing facilities with which to assure customers of uninterrupted supply should a problem occur on a production line.

To obtain a product that delivers the consistent, high-level performance of Filtrasorb 400, you must specify and purchase Filtrasorb 400. Calgon Carbon Corporation is the sole manufacturer and supplier of this specific material.

Calgon Carbon employs its own team of field service professionals located in hubs across the United States to perform carbon exchanges. This team is well trained in activated carbon and is intimately familiar with all aspects of performing GAC exchanges. Calgon Carbon is the only domestic manufacturer of bituminous reagglomerated GAC that also employs its own team of field service supervisors and technicians.

Further, Calgon Carbon offers Custom Municipal Reactivation (CMR). CMR is the most environmentally friendly, cost-effective method of activated carbon exchanges and strict NSF certifications must be followed to achieve this process.
Calgon Carbon is the only manufacturer of domestic activated carbon who also owns and operates NSF certified reactivation facilities to provide CMR material to drinking water customers. Calgon Carbon currently owns and operates three (3) dedicated potable carbon reactivation facilities.

Calgon CMR facilities are dedicated to potable / municipal carbon reactivation, which assures no commingling with spent or reactivated carbon from non-potable customers. This is part of the Calgon Carbon dedication to strict NSF certification, as well as metals testing on reactivated material to ensure NSF standards are continually achieved.

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Sincerely,

Dan Iorio

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Table 4. GAC Media Selection for RSSCT Columns

GAC Media Selection	Carbon Type	Iodine Number	Mesh Size	Mean Particle Diameter (mm)
Calgon F-400	Bituminous	min. 1000 mg/g	12 x 40	1.1
Evoqua AC1230C	Coconut	1100 mg/g	12 x 40	1.2
Liberty Carbon Service	Coconut	1050 mg/g	12 x 40	1.0
Jacobi Aquasorb CS	Coconut	min. 1000 mg/g	12 x 40	1.1

The eight RSSCT columns were operated at EBCTs of 10 minutes for GAC, as per typical recommendations from vendors for GAC operations. Approximately 30,000 bed volumes (BVs) were targeted for all GAC columns. The RSSCT trials took approximately four weeks to complete running all columns.

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Table 5. Experimental Design of RSSCT Columns for VC and DCE Removal (with 2 columns run at HIGH and AVG contaminant concentrations)

Column Parameter	1 Calgon F-400, 12x40 mesh	2 Evoqua AC1230C Coconut, 12x40 mesh	3 Liberty Carbon Service Coconut, 12x40 mesh	4 Jacobi Aquasorb CS, 12x40 mesh
Inner Diameter (cm)	0.7	0.7	0.7	0.7
Bed Length (cm)	10.1	9.0	10.9	9.6
Empty Bed Volume (cm^3)	3.9	3.5	4.2	3.7
Initial Mean Particle Diameter (mm)	1.1	1.2	1.0	1.1
Ground Particle Diameter (mm)	0.12	0.12	0.12	0.12
Scaling Factor	9.3	10	8.7	9.8
Full-Scale EBCTs (min)	10	10	10	10
Design Flow Rate (mL/min)	3.8	3.8	3.8	3.8
Hydraulic Loading Rate (m/hr)	5.9	5.9	5.9	5.9
Target Total Bed Volumes	30,000	30,000	30,000	30,000

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3.1 RSSCT Column Preparation

The GAC was prepared for RSSCT columns by first grinding the media following industry standards, and then sieving to achieve the sizes specified in Table 5 (approximately 9-10 times smaller than the original media). GAC media were ground for only a few seconds to prevent the occurrence of fines. Sieved media were then rinsed heavily with deionized water to remove fine particles and packed wet into the RSSCT columns. Care was taken to avoid air getting into the columns while packing.

Glass columns (Econo-Column®) - measuring 0.7 cm in diameter and 15 cm in length – were fitted with 2-way stopcocks at both ends, and silicone tubing on the influent and effluent ends of the column. Columns were equipped with 30-micron frits. The frits were layered with ~2.5 cm of 0.5 mm Zirconia glass silica beads, then the specified length of ground media (Table 5), another layer of glass silica beads (approximately 2.5 cm), and finally a segment of glass wool at the top to hold all of the column materials in place during the upward flow conditions of the RSSCT trial (

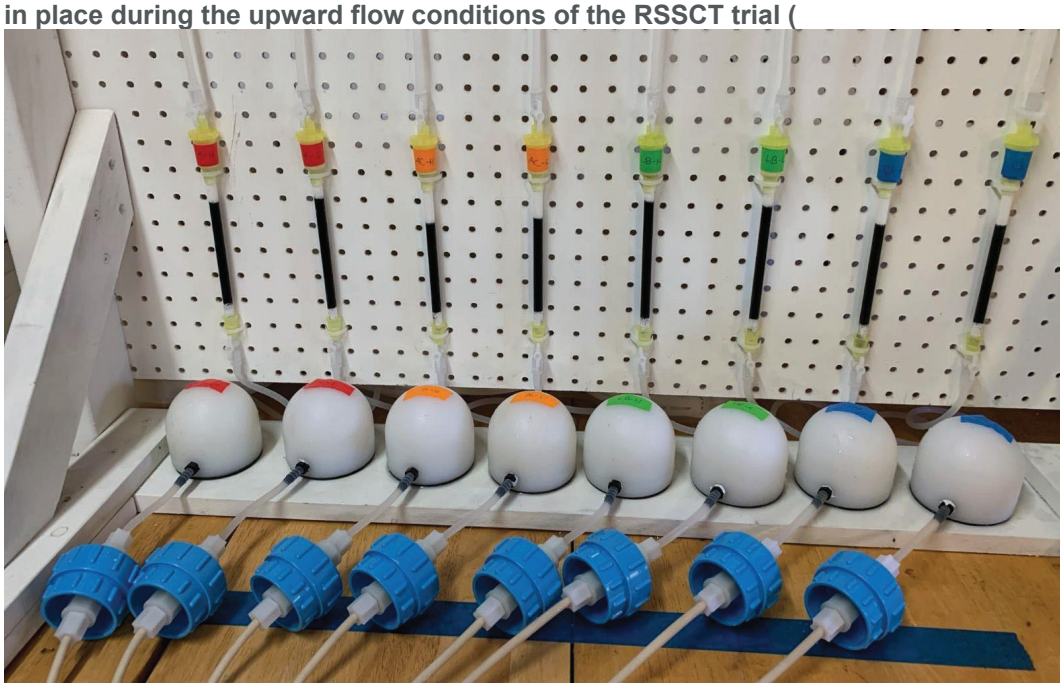

Figure 2. Eight GAC Columns run for RSSCT Trials

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Prefilter holders with 0.7 μm glass-fiber filters were placed after the pumps and prior to the columns as a preventative measure to protect the columns from particulates. Just downstream of the prefilters, pulse dampeners were placed to regulate a consistent flow, but also to capture any air bubbles introduced into the tubing prior to the columns. The columns were initially run for approximately 4 hours with deionized water prior to sample introduction.

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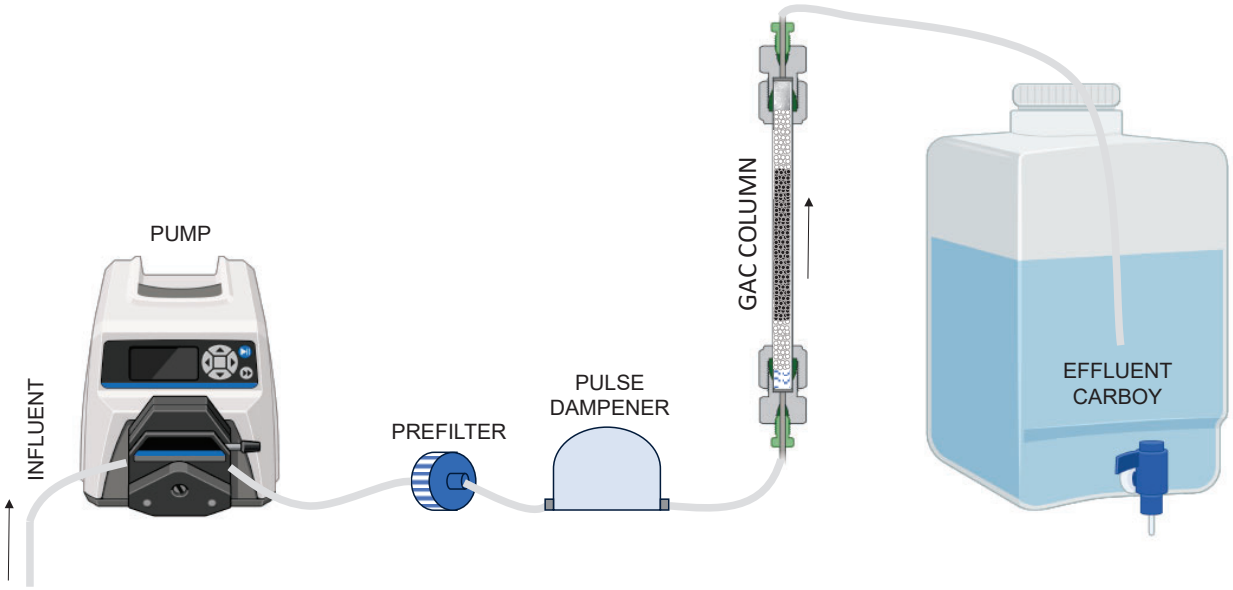

Figure 1. Diagram of RSSCT set-up

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3.2 RSSCT Sampling and Analytics

Figure 2 illustrates the RSSCT set-up for all eight columns at HDR's WQ Laboratory. Once test waters were introduced into the columns, the columns were run continuously for approximately 30,000 BVs. Column effluent was collected in 5-gallon HDPE carboys, which were weighed daily (to verify the volume of water collected) and then the effluent was discarded. Flow rate and subsequent BVs processed were determined by the weight/volume of effluent water divided by the interval of time since the previous weight measurement.

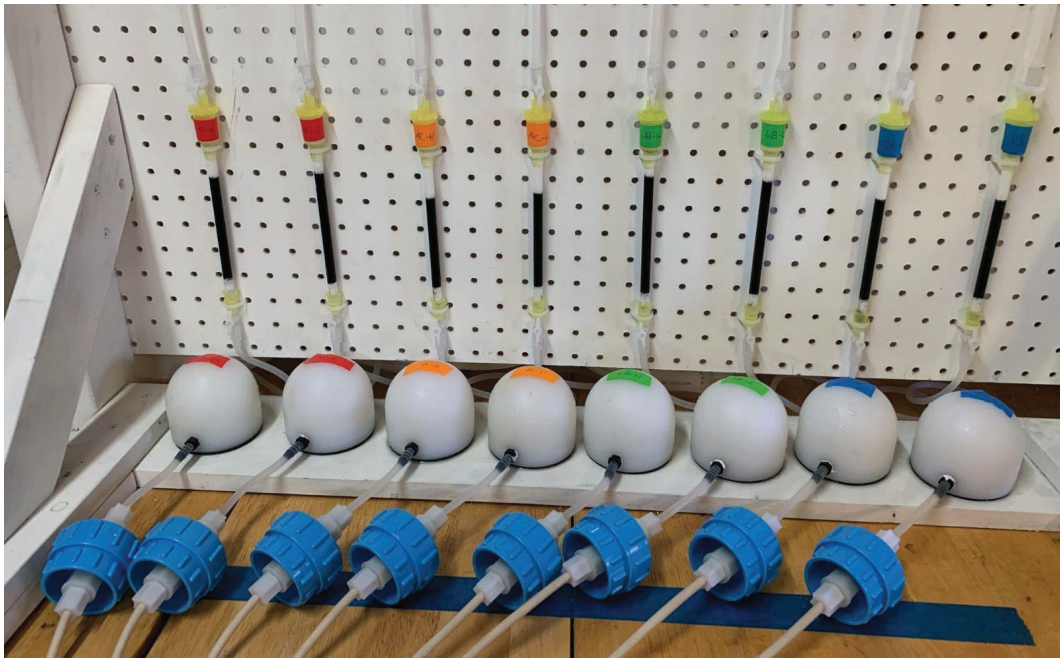

Figure 2. Eight GAC Columns run for RSSCT Trials

When the desired number of BVs had been processed, samples for analytical testing were collected in 1L HDPE Nalgene bottles at pre-determined intervals (

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Table 6). Collection bottles were covered with aluminum foil to limit atmospheric exposure and contaminant volatilization. When enough sample water was collected, effluent samples were allocated into analytical bottles for both on-site and external laboratory analysis. Analytical bottles collected for processing by Eurofins were immediately stored in coolers on ice and shipped overnight to Eurofins approximately every 3 days.

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Table 6. Frequency of Analytics from Column Influent and Effluent

Water Quality Parameter	Column Influent Monitoring Frequency	Column Effluent Monitoring Frequency
pH	Each sampling event	Each sampling event
Temperature	Each sampling event	Each sampling event
Flow rate (mL/min)	N/A	Daily
Alkalinity	Once per new drum	N/A
TOC*	2.5k, 5k, 7.5k, 10k, 15k, 20, 25k, 30k BVs	2.5k, 5k, 7.5k, 10k, 15k, 20, 25k, 30k BVs
Vinyl Chloride (VC)*	2.5k, 5k, 7.5k, 10k, 15k, 20, 25k, 30k BVs	2.5k, 5k, 7.5k, 10k, 15k, 20, 25k, 30k BVs
cis-1,2-Dichloroethylene (DCE)*	2.5k, 5k, 7.5k, 10k, 15k, 20, 25k, 30k BVs	2.5k, 5k, 7.5k, 10k, 15k, 20, 25k, 30k BVs

* Analysis performed by Eurofins Drinking Water Testing California

4 Bench-Scale RSSCT Results

Analytical results from RSSCT testing on VC and DCE with GAC are presented in the following sections.

4.1 Initial Water Quality Characterization

Initial water quality characterization was assessed on the test water that arrived at HDR's Water Quality Laboratory (Table 2). VC and DCE concentrations were both found below the reporting limits (0.30 and 0.50 µg/L, respectively) and the detection limits (0.077 and 0.14 µg/L, respectively). Subsequent spiking of these contaminants was conducted daily, in accordance with the target concentrations outlined in

Table 3.

4.2 Analytical Results from RSSCT Trials

As mentioned previously, RSSCT included the evaluation of four GAC media, tested with sample water spiked at two target concentrations (

Table 3).

4.2.1 pH and Temperature Results

pH and temperature results for RSSCT trials are presented in Table 7. When new sample drums were opened, prior to filtration, pH values were fairly consistent across all of the drums with the raw water demonstrating an average pH of 9.3. These pH values then decreased by about 0.2 pH units

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in GAC column effluents. Higher pH values are known to help with adsorption to GAC, and subsequently these relatively high pH values are beneficial to the removal of VC and DCE with GAC treatment.

Temperatures in influent and effluent samples averaged roughly 21°C (+/- 2°C) across the duration of the RSSCT trials.

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Table 7. pH and Temperature Results

Column (or Influent)		Contaminant Spiking	pH Minimum	pH Average	pH Maximum	Temp (°C) Minimum	Temp (°C) Average	Temp (°C) Maximum
Column Influent		HIGH	9.2	9.3	9.5	19.3	20.4	22.1
Column Influent		AVG	9.2	9.4	9.5	19.3	20.4	22.0
1	Calgon F-400, 12x40 mesh	HIGH	8.9	9.1	9.4	21.2	21.8	23.1
2	Calgon F-400, 12x40 mesh	AVG	8.9	9.1	9.4	20.1	21.7	23.0
3	Evoqua AC1230C Coconut, 12x40 mesh	HIGH	8.9	9.1	9.4	19.6	21.1	22.3
4	Evoqua AC1230C Coconut, 12x40 mesh	AVG	8.8	9.2	9.4	20.1	21.5	22.4
5	Liberty Carbon Service Coconut, 12x40 mesh	HIGH	8.9	9.1	9.3	20.6	21.7	23.0
6	Liberty Carbon Service Coconut, 12x40 mesh	AVG	9.0	9.1	9.3	20.5	21.6	23.1
7	Jacobi Aquasorb CS, 12x40 mesh	HIGH	8.9	9.1	9.4	20.0	21.5	22.8
8	Jacobi Aquasorb CS, 12x40 mesh	AVG	9.1	9.2	9.4	19.9	21.5	22.7

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4.2.2 Total Organic Carbon and UV_{254} Results

The TOC data are provided in Figure 3. In this figure, the data are presented as percent removal, where “100%” indicates complete TOC removal. Overall, the influent TOC levels averaged 1.0 mg/L as C, with minimum and maximum concentrations of 0.8 and 1.3 mg/L as C, respectively.

Figure 3 illustrates that Calgon F-400 most effectively removed TOC at both high (H) and average (AVG) spiked contaminant levels across the 30k BVs processed. The Jacobi Aquasorb CS was least effective at TOC removal, while the Evoqua AC 1230C and Liberty Carbon had intermediate TOC removal.

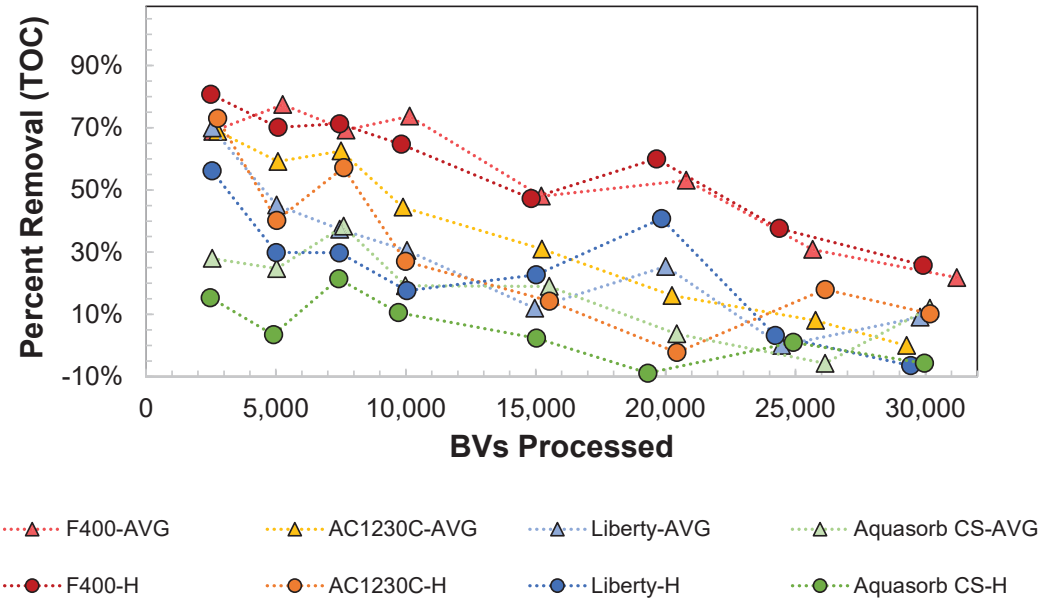

Figure 3. TOC Breakthrough Curves for all GAC Columns

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Figure 4 then illustrates the UV_{254} breakthrough profile for all GAC columns, spiked at both high (H) and average (AVG) contaminant levels. Overall, the influent UV_{254} levels averaged 0.020 cm^{-1}, with minimum and maximum values of 0.017 and 0.024 cm^{-1}, respectively. The Calgon F-400 also most effectively removed constituents that absorb UV_{254}. The Jacobi Aquasorb CS was initially the least effective at UV_{254} removal, with the Liberty Carbon demonstrated as the least effective carbon at UV_{254} removal by about 15k BVs. The Evoqua AC 1230C performed second best with roughly 60-80% breakthrough by 30k BVs.

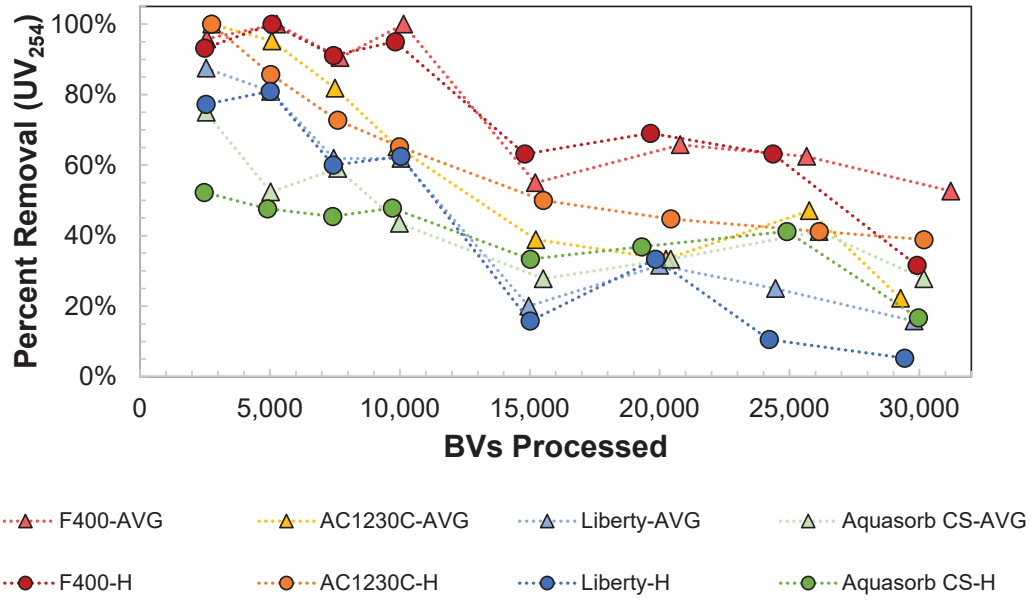

Figure 4. UV_{254} Breakthrough Curves for all GAC Columns

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A comparison of TOC concentrations and UV_{254} absorption was performed in order to determine if a significant correlation exists with this source water for these two water quality parameters. **Error! Reference source not found.** illustrates that a trend does exist between TOC and UV_{254} for all influent samples taken (INF-H for the high concentration contaminant influent and INF-AVG for the average concentration contaminant influent) as well as the column effluents.

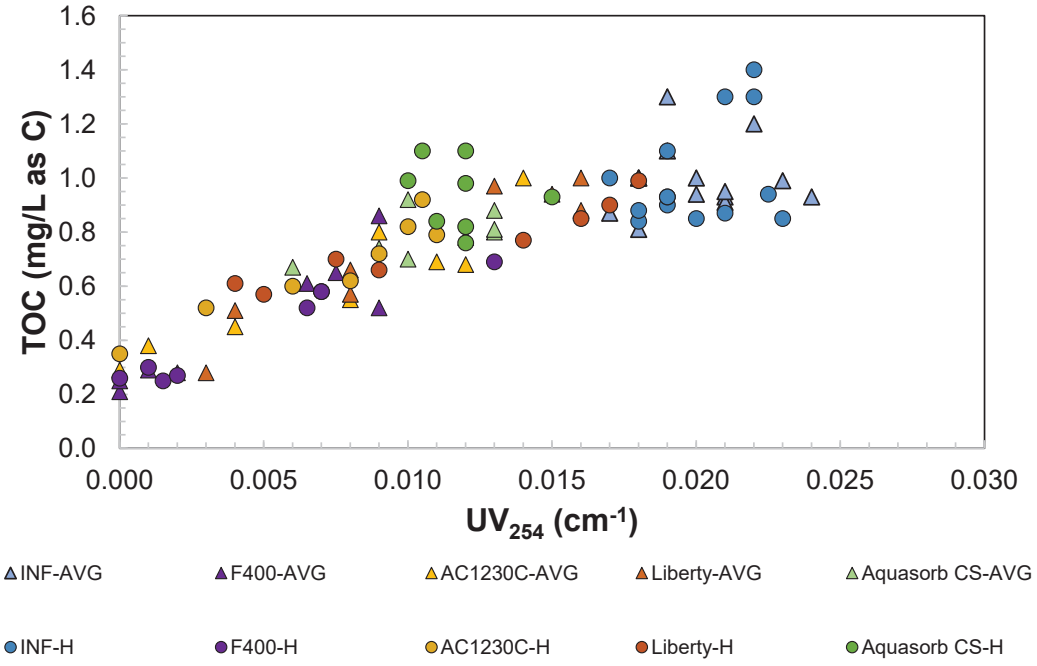

Figure 5. UV_{254} vs. TOC Data for all Influent and Effluent Samples

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Figure 6 then illustrates Regression analysis which provides an R-squared value of 0.75 for the correlation of these two water quality parameters.

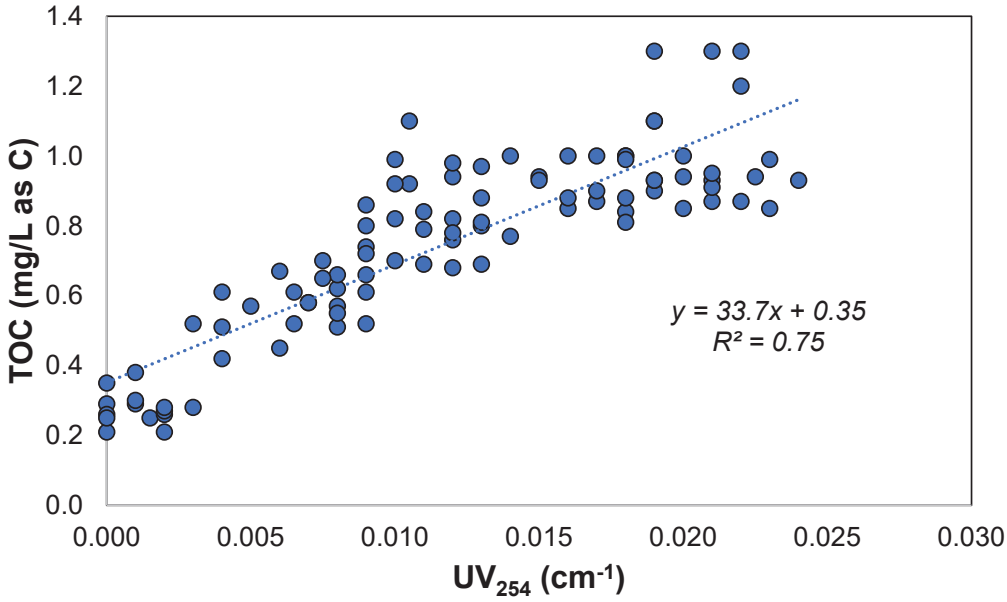

Figure 6. UV_{254} vs. TOC Data for all Influent and Effluent Samples with Regression Analysis

4.2.3 Vinyl Chloride and *cis*-1,2-Dichloroethylene Results with GAC Columns

The percent removal of VC and DCE from the eight columns tested are illustrated in the figures below.

4.2.3.1 Adjustment to Influent Data to Reflect Removal from Aeration

The target concentrations that were spiked for testing (

Table 3) took into account levels found in the system from average (“AVG”) and average + 2SD (“HIGH”) conditions. The target concentrations that were spiked were based on statistical analysis of limited well field-testing data provided by the city, without consideration to unquantified removal efficiencies that may be recognized in the City’s existing full scale water treatment facilities.

The existing forced draft aerators are relatively effective at removing VC and DCE from the raw water but are not capable of positively reducing concentrations to non-detect, as desired by the City. It is noted that aeration provides more proficient removal of VC, while GAC is expected to provide more proficient removal of DCE.
Therefore, the two treatment processes are complimentary for the combination of these two contaminants. De Loach is the manufacturer of the existing aerators and has provided the following theoretical removal rates for the installed equipment: VC has 99% removal at ≤10 µg/L and 90% removal by 70 µg/L raw water concentration. DCE was found to have 72% removal after aeration, regardless of raw water concentration. However, 20% of the water leaving the GAC beds bypasses

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the aeration towers, so these removal numbers are reduced by 20%.Table 8, then demonstrates correction factors that may be applied to the target concentrations in

Table 3, which significantly lowers the influent concentration levels, and is more representative of the actual system.

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Table 8. Adjusted Concentrations for Anticipated AVG and HIGH Contamination Conditions

Water Quality Parameter	Units	Column Testing Conc AVG	Column Testing Conc HIGH	% Removal Post Aeration AVG	% Removal Post Aeration HIGH	Adjusted GAC System Influent Conc AVG	Adjusted GAC System Influent Conc HIGH	MCL
Vinyl Chloride (VC)	µg/L	6.0	39	79%	72%	1.2	11	2
cis-1,2-Dichloroethylene (DCE)	µg/L	22	163	58%	58%	9.3	69	70

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4.2.3.2 VC and DCE Breakthrough Data from Column Experiments

Contaminant breakthrough data for GAC columns are illustrated in Figure 7 through Figure 14 below. All non-detects for VC and DCE are plotted as half of the detection limit (i.e., 0.039 and 0.07 µg/L, respectively), and all effluent data is normalized to the influent concentration (i.e., percent removal is pictured). By normalizing the effluent concentration to the influent concentration, variability in the influent concentration is considered, and the percent of removal effectiveness for both contaminants is evident. This is a particularly useful way to examine the data as both contaminants are highly volatile, and subsequently influent concentrations were prone to fluctuation in influent waters.

Overall, the HIGH concentration influent averaged 34 µg/L for VC and 143 µg/L for DCE, and the AVG concentration influent averaged 6 µg/L for VC and 22 µg/L for DCE. These values are relatively close to the target spiking concentrations that are outlined in

Table 3. Table 8 further illustrates anticipated GAC influent concentrations after aeration in the full-scale system.

Figures 6 through 13 below illustrate VC and DCE breakthrough plots for the following Granular Activated Carbon manufactures products. Percentage of contaminant removal (y-axis) is plotted against Millions of Gallons of water processed.

- Figures 6 and 7: Calgon Carbon F400
- Figures 8 and 9: Evoqua AC
- Figures 10 and 11: Liberty Carbon, coconut-based
- Figures 12 and 13: Jacobi Aquasorb CS

Dashed lines have been added to Figure 7 through Figure 14 below to indicate the % removal value where the MCL would be reached and exceeded, based upon the **adjusted GAC system influent concentrations** that take into account aeration. Table 8 illustrates that with the adjusted concentrations, the influent would be anticipated to still be below the MCL for DCE, hence all DCE figures don't have dashed lines. For VC, only the HIGH concentration columns have exceedance, indicated by the **orange** MCL lines. All figures indicate million gallons processed assuming 2 GAC trains operating at 3 MGD.

Figure 7 illustrates VC breakthrough with the Calgon F-400 (F4) carbon. At the higher VC influent concentration, the GAC would result in MCL exceedance by about 150 MG. The AVG concentration influent would not reach exceedance because the influent level is at 1.2 µg/L.

Figure 8 illustrates DCE breakthrough curves for the Calgon F-400 (F4) carbon, but neither would be anticipated to reach the MCL value according to the projections in Table 8.

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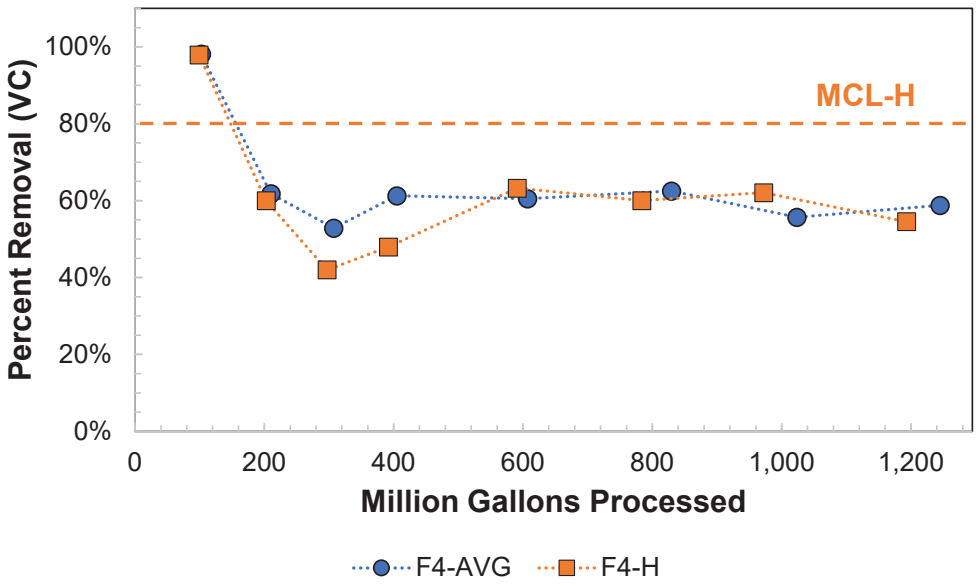

Figure 7. VC Breakthrough, at High (H) and Average (AVG) Concentrations, with the Calgon F400

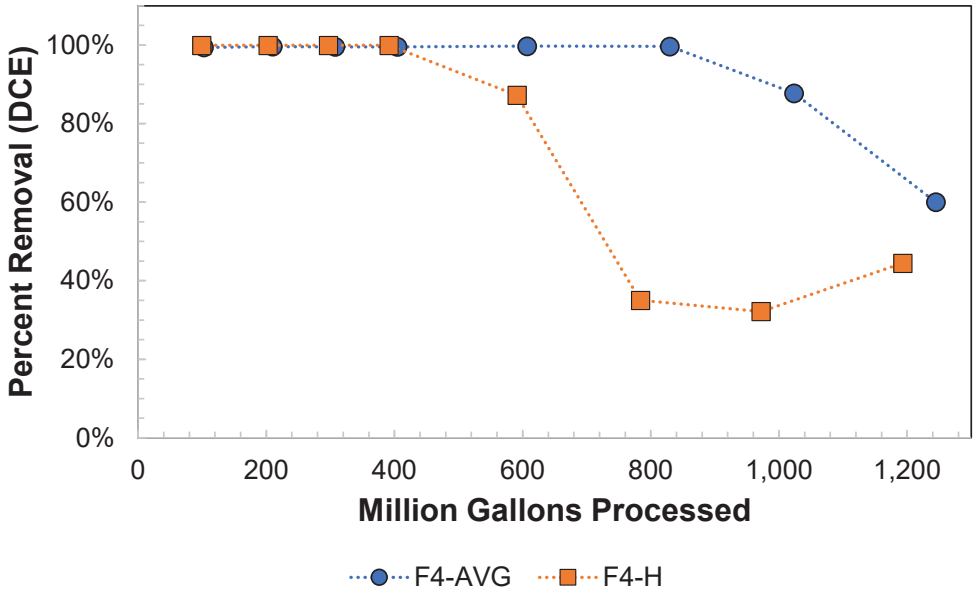

Figure 8. DCE Breakthrough, at High (H) and Average (AVG) Concentrations, with the Calgon F400

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Figure 9 illustrates breakthrough of VC with the Evoqua AC 1230C (AC) GAC. The HIGH VC influent concentration was found to result in MCL exceedance just after the first sampling point (at ~110 MG). The corresponding AVG concentration influent would not be expected to reach exceedance. Figure 10 illustrates the DCE breakthrough curves which performed similar to the F-400.

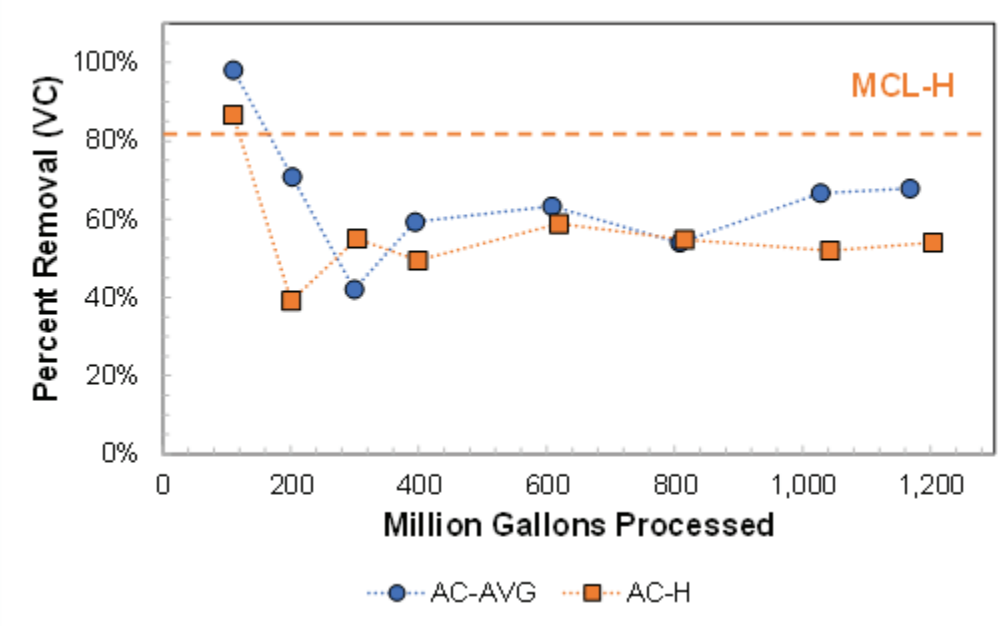

Figure 9. VC Breakthrough, at High (H) and Average (AVG) Concentrations, with the Evoqua AC

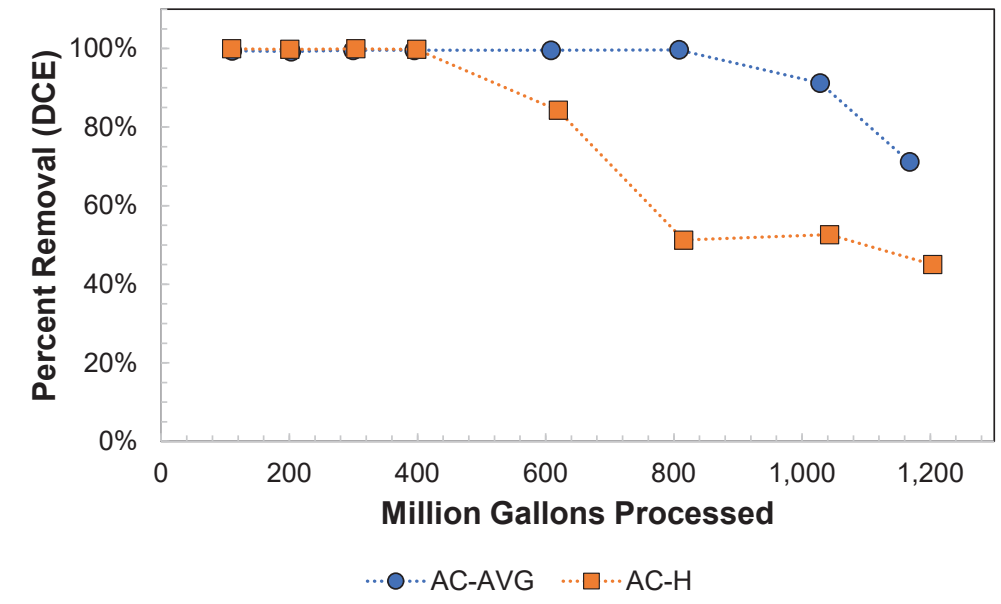

Figure 10. DCE Breakthrough, at High (H) and Average (AVG) Concentrations, with the Evoqua AC

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Figure 11 illustrates that at the HIGH VC influent concentration the GAC would result in MCL exceedance by about 3.4k BVs with the Liberty Carbon (LB). Figure 12 demonstrates that the DCE breakthrough had a very similar profile to the F-400 and Evoqua AC.

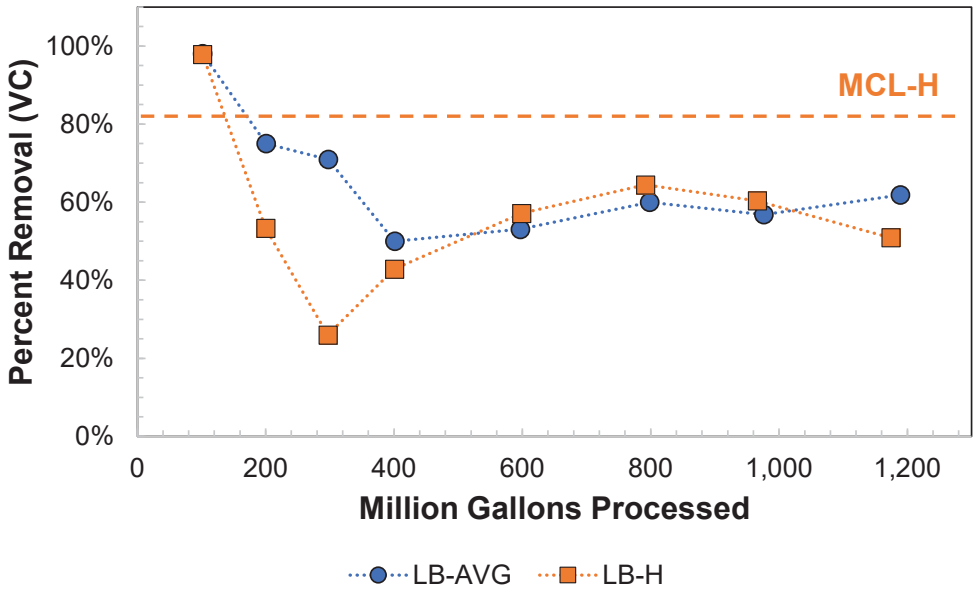

Figure 11. VC Breakthrough, at High (H) and Average (AVG) Concentrations, Liberty Carbon

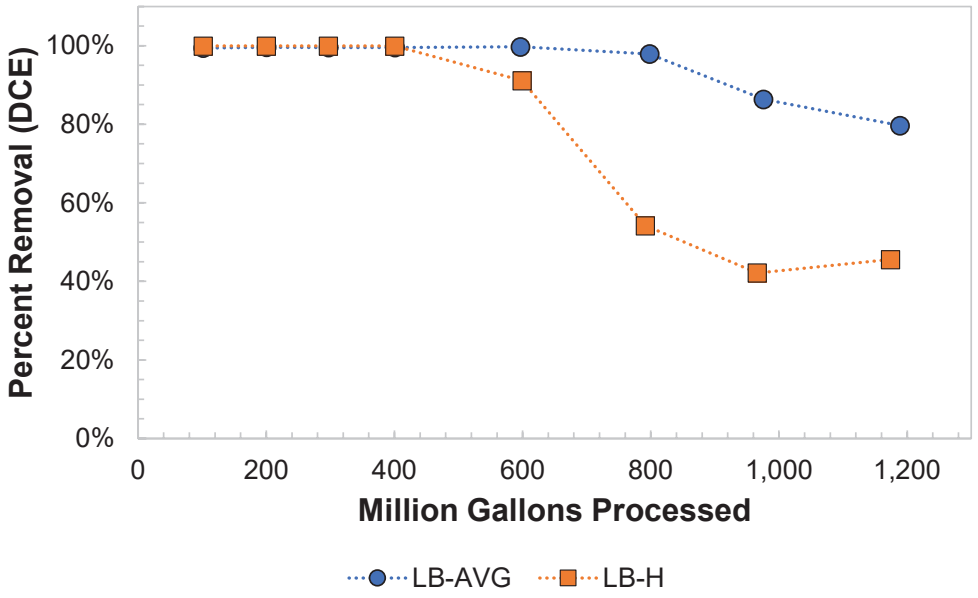

Figure 12. DCE Breakthrough, at High (H) and Average (AVG) Concentrations, Liberty Carbon

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With the Jacobi Aquasorb CS (CS), Figure 13 illustrates that at the HICH VC influent concentration, the GAC exceeded the MCL by the first sampling event, but later increased in removal efficiency. The overall profile of VC removal with the Aquasorb CS carbon is notably better than the other carbons tested (i.e., more removal is occurring out to a greater number of MG processed). Figure 14 breakthrough curves further illustrate that the Jacobi Aquasorb CS was notably the best performing carbon for DCE removal.

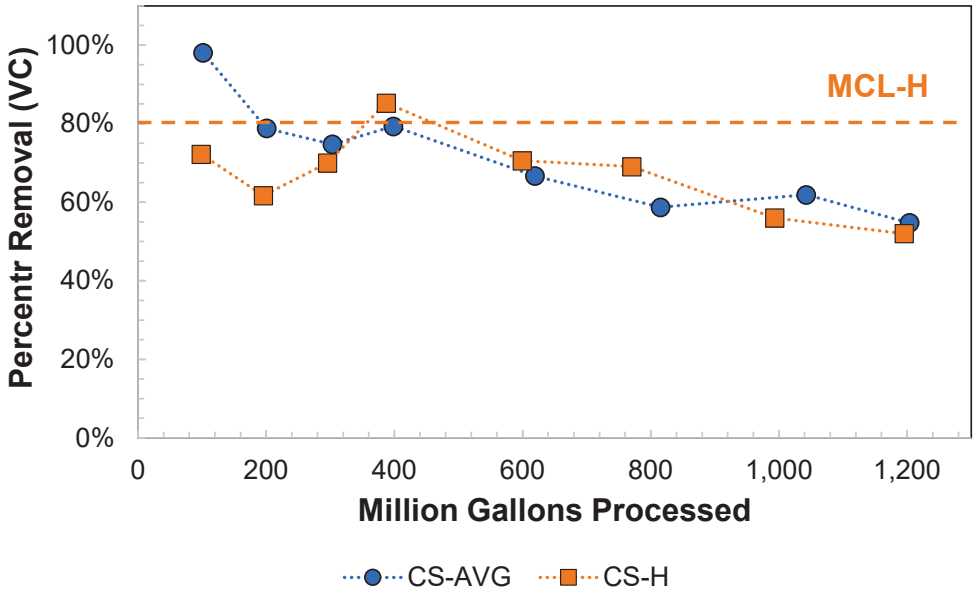

Figure 13. VC Breakthrough, at High (H) and Average (AVG) Concentrations, Aquasorb CS

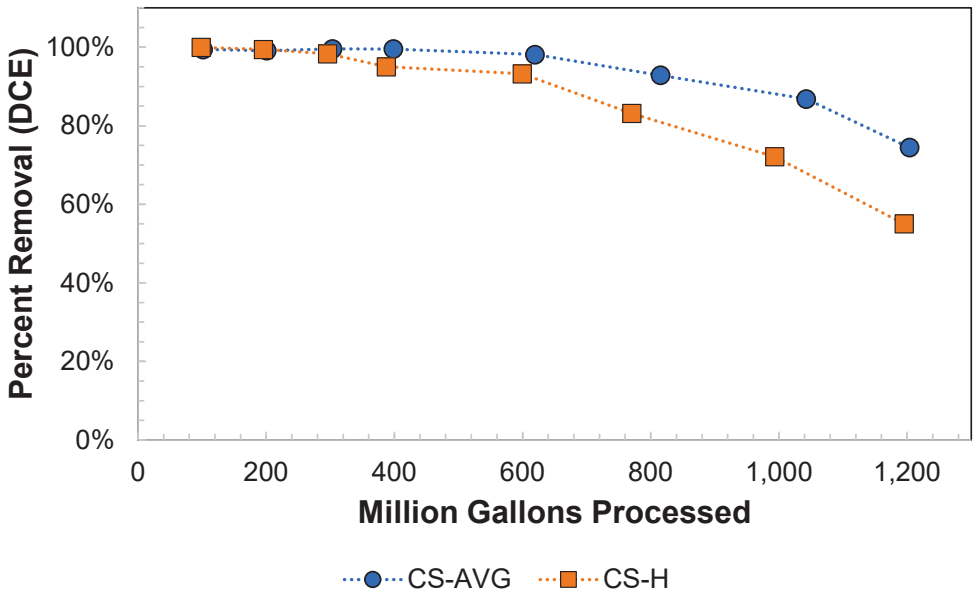

Figure 14. DCE Breakthrough, at High (H) and Average (AVG) Concentrations, Aquasorb CS

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5 Bed Changeout and Pricing Estimates

Further calculations were run to roughly estimate the frequency of bed changeouts required as well as annual O&M costs for media replacement for the two best-performing media (F-400 and Aquasorb CS). VC, being not as well removed by GAC, is the contaminant that will drive changeout frequency. The breakthrough curves of VC were used to generate predictions on when VC would reach certain trigger thresholds (

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Table 9 and Table 10) for both Virgin and Custom Municipal Reactivation (CMR) GAC.

Pricing was estimated with the following assumptions:

- All four GAC trains, operated in lead/lag configuration (eight vessels total), each vessel contains 40,000 lb. of GAC media
- Design capacity and average anticipated production capacity: 6 MGDVC concentrations entering the system are the *adjusted* average system value of 1.25 µg/L
- Aeration is anticipated to remove 79% of the VC before the GAC contactors
- Additional VC and DCE removal from the existing treatment processes is excluded
- CMR GAC has the same removal performance of Virgin GAC
- "Year one" are estimates with the first carbon installment occurring in both of the lead/lag beds, and following changeouts occurring in just the lead bed
- "Subsequent years" are estimates for changeouts occurring in just the lead bed
- For F-400, Virgin GAC is estimated at $2.25/lb, CMR at $1.80/lb
- For Aquasorb CS, Virgin GAC is estimated at $1.85/lb, CMR at $1.48/lb

It should be noted that estimates are based upon RSSCT and may not completely represent full-scale operations (e.g., temporal variability, water quality changes, start/stop operations, etc.), but qualitative comparison between the carbons is apparent. Estimates are also conservative in that the EBCT of full-scale operations is anticipated to be higher than the EBCT used in RSSCT; longer EBCTs will result in improved contaminant adsorption. It should be further noted that the pricing was provided by vendors at the time of the study and are subject to variability over time.

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Table 9. Price Estimates for F-400 Carbon Replacement [a]

Trigger Threshold	Days to hit Trigger [b]	Number of Changeouts		O&M Virgin GAC	O&M CMR GAC
75% of MCL[c] (1.5 µg/L)	N/A	Year one	N/A	N/A	N/A
		Subsequent years	N/A	N/A	N/A
Reporting Limit (0.3 µg/L)	82	Year one	3.0	$2,100,000	$1,700,000
		Subsequent years	4.5	$3,200,000	$2,600,000
Detection Limit (0.077 µg/L)	46	Year one	6.4	$4,600,000	$3,700,000
		Subsequent years	7.9	$5,700,000	$4,600,000

[a] Assumes virgin carbon is already installed in all vessels

[b] Assumes operation of four treatment trains at full capacity (6 MGD)

[c] Trigger value is above estimated influent level of 1.25 µg/L

Table 10. Price Estimates for Aquasorb CS Carbon Replacement [a]

Trigger Threshold	Days to hit Trigger [b]	Number of Changeouts		O&M Virgin GAC	O&M CMR GAC
75% of MCL[c] (1.5 µg/L)	N/A	Year one	N/A	N/A	N/A
		Subsequent years	N/A	N/A	N/A
Reporting Limit (0.3 µg/L)	212	Year one	0.2	$130,000	$100,000
		Subsequent years	1.7	$1,000,000	$810,000
Detection Limit (0.077 µg/L)	70	Year one	3.7	$2,200,000	$1,700,000
		Subsequent years	5.2	$3,100,000	$2,500,000

[a] Assumes virgin carbon is already installed in all vessels

[b] Assumes operation of four treatment trains at full capacity (6 MGD)

[c] Trigger value is above estimated influent level of 1.25 µg/L

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6 Conclusions

In examining the GAC media performance for the removal of VC and DCE from the City's source waters, it appears that it is significantly more challenging to remove VC than DCE across the concentrations tested with all four GAC media tested. The percent removal drops dramatically within the first few BVs. TOC is a major competitor for adsorption sites on GAC, and GAC subsequently loses effective removal efficiency for VOCs as sites are increasingly filled with TOC.

In examining the overall performance of the media for just DCE removal (at the average high influent concentration of 143 µg/L), the order of best to least well-performing media was:

Jacobi Aquasorb CS > Liberty Carbon Service Coconut > Evoqua AC 1230C > Calgon F-400

In examining the overall performance for VC removal (based on average anticipated influent GAC concentrations), the order of best to least well-performing media was:

Jacobi Aquasorb CS > Calgon F-400 > Liberty Carbon Service Coconut > Evoqua AC 1230C

It is noted again that VC is the controlling contaminant. Therefore, Jacobi Aquasorb CS and Calgon F-400 are the top performing GAC products. In looking more closely, at cost considerations for the Jacobi Aquasorb CS and F-400 (Table 9 and Table 10), various trigger levels were examined. At a trigger of 75% of the MCL (i.e., 1.5 µg/L) exiting the GAC treatment trains, it is estimated that the MCL would not be reached because aeration is anticipated to reduce the GAC influent concentration to 1.2 µg/L. At Detection Limit trigger level, the F-400 is predicted to be roughly twice as expensive than the Aquasorb CS.

The estimations provided in Table 9 and Table 10 are based upon RSSCT analyses with only a handful of sampling points. Such bench-scale analyses are effective at providing qualitative differences between various media, but extrapolation of bed longevity and subsequent O&M are rough estimations and subject to much more variability in the actual full-scale system (further discussed in the introduction above).

In examining the two best-performing media, data provided from the column testing, as well as current market pricing for both media, suggest that the Jacobi Aquasorb CS is both better performing and cost effective. The City currently has Calgon F-400 installed and has not reached detectable breakthrough in the ~2 months since installation. In consideration of future bed changeouts, the F-400 is more readily available vs. the Jacobi Aquasorb CS which has carbon facilities not based in the USA and longer lead times required for carbon replacement. There are also overall considerations of the long-term supply of carbon with upcoming PFAS regulations, and the City might consider being open to options outside of the F-400. If, for example, the Jacobi Aquasorb CS had better availability in the future and/or other carbons become available or are tested, it may provide other options for uncertain future market fluctuations.

DocuSign

Certificate Of Completion

Envelope Id: 87323A8EFEB54FB6B82E5F67639CBDBB
Status: Completed
Subject: Please DocuSign: Sole Source Form-Electronic Routing_22WTR10 Water Treatment Plant
Source Envelope:
Document Pages: 29
Signatures: 3
Certificate Pages: 2
Initials: 0
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

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6/26/2024 4:12:18 PM
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grace.capritta@stcharlescitymo.gov
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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: 172.59.169.70 Signed using mobile	Sent: 6/26/2024 4:13:32 PM Viewed: 6/26/2024 4:13:42 PM Signed: 6/26/2024 4:13:58 PM
Willie Hantack william.hantack@stcharlescitymo.gov Purchasing Manager City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: 1DC83A752DDA432... Signature Adoption: Uploaded Signature Image Using IP Address: 140.141.255.148	Sent: 6/26/2024 4:13:59 PM Resent: 7/1/2024 9:45:17 AM Resent: 7/1/2024 2:50:48 PM Viewed: 7/1/2024 5:17:18 PM Signed: 7/5/2024 9:40:58 AM
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: 7/5/2024 9:41:00 AM Viewed: 7/10/2024 11:37:51 AM Signed: 7/10/2024 11:37:58 AM

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Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

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Envelope Updated	Security Checked	7/3/2024 8:29:54 AM
Certified Delivered	Security Checked	7/10/2024 11:37:51 AM
Signing Complete	Security Checked	7/10/2024 11:37:58 AM
Completed	Security Checked	7/10/2024 11:37:58 AM

Payment Events	Status	Timestamps

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Status: Sent
Subject: Please DocuSign:Routing Packet- 0126PW - Calgon Carbon -GAC Media Supply
Source Envelope:
Document Pages: 36
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

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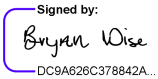
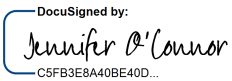
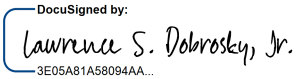
maura.zackavec@stcharlescitymo.gov
Location: DocuSign

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: 4/22/2026 9:54:44 AM Viewed: 4/22/2026 10:49:34 AM Signed: 4/22/2026 10:49:47 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Timothy Kubat timothy.kubat@stcharlescitymo.gov Billing & Collections Manager City of Saint Charles, MO Signing Group: Senior Financial Analysts Security Level: Email, Account Authentication (None)	DS TK Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 4/22/2026 10:49:49 AM Viewed: 4/22/2026 10:55:11 AM Signed: 4/22/2026 11:34:24 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: 4/22/2026 11:34:26 AM Viewed: 4/22/2026 12:35:54 PM Signed: 4/22/2026 12:38:47 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 MAO Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 4/22/2026 12:38:49 PM Viewed: 4/22/2026 3:45:32 PM Signed: 4/22/2026 3:46:22 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:  DC9A626C378842A... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 4/22/2026 3:46:25 PM Viewed: 4/23/2026 11:39:22 AM Signed: 4/23/2026 11:42:58 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: 4/23/2026 11:43:00 AM Viewed: 4/23/2026 11:46:07 AM Signed: 4/23/2026 11:46:36 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: 4/23/2026 11:46:39 AM Viewed: 4/23/2026 1:03:05 PM Signed: 4/23/2026 1:03:35 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: 4/23/2026 1:03:37 PM Viewed: 4/24/2026 5:30:12 PM
Daniel J. Borgmeyer dan.borgmeyer@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Kim Hudson kimberly.hudson@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
City Clerk - Assign Contract # Signing Group: City Clerk - Assign Contract # Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

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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: 4/23/2026 11:46:38 AM Viewed: 4/23/2026 1:31:09 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

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Contract #_____
(City Clerk will Assign)

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

Requesting Department:	Engineering	**Department Contact:**	Jonathan Silver/Grace Capri
Vendor Name & NWS#:	ICS Construction Services, Ltd		
Description/Purpose:	Authorization to execute an agreement with ICS Construction Services, Ltd for the City of St. Charles Rec and Senior Center in an amount not to exceed $15,997,000.00.		
Account #:	401-502-502-872101 ($15,997,000.00)		
Project #:	24ENG1		
Amount of this Routing:	$ 15,997,000.00	**Requisition #:**	TBD
Contract Type:	New Contract	**N/A**	Coop#:
Contract Term:	Completion of Project	**Renewal Options:**	NA
If Renewal or Amendment: C#		**Amendment #**	**Renewal #**
Original Contract Value:	$ 0.00	**Total of Previous Amendments:**	$ 0.00
Total Contract Value:	$ 15,997,000.00		

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:**
Dan Mann	DocuSigned by: Dan Mann 4/28/2026

ROUTING	**Signature/Date**
Purchasing Review (Compliant with Chapter 145 and City Terms)	Signed by: Paul Feldmann 4/29/2026
Department of Law (for Legality only)	Signed by: Bryan Wise 4/30/2026
Director of Finance (Funds Available)	DocuSigned by: Jennifer O'Connor 4/30/2026
Director of Administration (Recommend Approval)	DocuSigned by: Lawrence S. Dobrosky, Jr. 4/30/2026
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: 3D73F4AC-496A-8C0B-83E0-01AA69EDC3DE

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 05/05/2026
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☐

Bill #_____

Request for Council Action

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

Description:
Authorization to execute an agreement with ICS Construction Services, Ltd for the City of St. Charles Rec and Senior Center in an amount not to exceed $15,997,000.00.

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

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

Summary:
The City requested bids for the renovation of Building 92(BH), in the American Car Foundry property, for the new City Rec and Senior Center of which 5 bids were received. We are recommending award to ICS Construction Services, Ltd., in the amount of $15,997,000.00.

Staff recommends approval of this agreement.

Budget Impact: (revenue generated, estimated cost, CIP item, etc.)
Fiscal Impact: 15,997,000.00 **Requisition #:** TBD
Account #: 401-502-502-872101 ($15,997,000.00)

Project #: 24ENG1

RCA prepared by: JS/GC Dept. Dir. DM Finance Dir. JP Dir. of Admin. LSD

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SENIOR CENTER & REC CENTER PROJECT LOCATION MAP

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City of St. Charles, MO

Rec & Senior Center

Bids Due 04/16/26 at 2:00 PM

BIDDER:	ICS	Integrate	Wright	K&S	Bingman	
BID SECURITY INCLUDED (Y/N)	Yes	Yes	Yes	Yes	Yes	
ADDENDA RECEIVED (A thru F)	A-F	A-F	A-F	A-F	A-F	
BASE BID $	**$15,997,000**	**$16,152,000**	**$16,285,000**	**$17,100,000**	**$17,277,046**	
TOTAL SCHEDULE DURATION (days)	581	566	400	578	620	
Alternate 1 - paint brick in lieu of stripping	$19,000	($50,000)	($12,000)	$10,000	$12,410	
Alternate 2 - Remove and replace roof on Foundry Art Centre						
Demolition, Foundry Art Centre Roof	$112,000	$105,000	$105,000	$86,000	$110,000	
Insulation, Foundry Art Centre Roof	$112,000	$105,000	$105,000	$86,000	$110,000	
Built-Up Roof, Foundry Art Centre Roof	$116,000	$110,000	$118,000	$86,000	$113,971	
Sheet Metal Flashing, Foundry Art Centre Roof	$84,000	$26,000	$30,000	$20,000	$38,500	
Alternate 3 - Remove and replace 3 rooftop units at the Foundry Art Centre	$370,000	$354,000	$448,000	$365,000	$378,000	

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AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the date last signed (see signatures page)

BETWEEN the Owner:
(Name, legal status, address and other information)

The City of Saint Charles, Missouri
200 N. 2nd Street
St. Charles, MO

and the Contractor:
(Name, legal status, address and other information)

ICS Construction Services, Ltd
2930 Market Street
St. Louis, MO 63103

for the following Project:
City of Saint Charles Rec and Senior Center

The Architect:
JEMA
2823 Olive Street
St. Louis, MO 63103

The Owner and Contractor 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.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.
/

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

The Construction Manager for the Project shall be Navigate Building Solutions ("Navigate"). All communications between Contractor and Owner shall be through Navigate on behalf of Owner, subject to a weekly scheduled meeting between the Owner and Navigate. Navigate has the authority to take all actions on behalf of the Owner permitted by the Contract Documents, with the sole exception of agreeing to any Modifications to the Contract. Only the Owner's representatives, The St. Charles City Mayor or the Mayor's Designee, have the authority on behalf of the Owner to agree to any Change Order and/or to otherwise agree to authorize any Modifications, with it being understood and agreed that any Modifications to the Contract must be executed by The St. Charles City Mayor or the Mayor's Designee on behalf of the Owner in order to be effective.

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[X] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of

(Paragraphs deleted)

all work related to new construction, associated sitework, site utilities and bid alternates, and anticipated soil treatment/remediation identified as being included in the Base Bid, within 581 calendar days from issuance of the Notice to Proceed. This duration includes the relocation and installation of the foodservice equipment. The Contract Time will not be adjusted for claims of adverse weather; Contractor has anticipated adverse weather in the proposed and accepted Contract Time.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Fifteen Million Nine Hundred Ninety-Seven Thousand Dollars ($ 15,997,000), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
Alternate No. 1 – At brick locations on the first, mezzanine and second floors noted to be "stripped and cleaned," in lieu of stripping, provide a deduct to clean, prime and paint the brick.	Add $19,000	Within 3 months of the Notice to Proceed
Alternate No. 2 – Remove and replace existing built-up roof at the Foundry Art Centre, approximately 215' x 46'. Assume 1" mechanically fastened insulation. Standing seam roof to remain.	Add: Demolition: $112,000 Insulation: $112,000 Built-Up Roof: $116,000 Sheet Metal Flashing: $84,000	Within 4 months of the Notice to Proceed

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

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Item	Price
Unforeseen Conditions Allowance	$300,000

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
Unit Price No. 1: Demo and tooth in 25 exterior brick	Per 25 brick	$1,300.00
Unit Price No. 2: Demo and tooth in 25 interior brick	Per 25 brick	$1,600.00
Unit Price No. 3: Removal, haul off and disposal of contaminated soils	CY	Not Accepted
Unit Price No. 4: Removal, haul off and disposal of unsuitable soils	CY	$175.00
Unit Price No. 5: Removal, haul off and disposal of soils suitable for clean fill	CY	$175.00
Unit Price No. 6: Removal and disposal of existing buried concrete man-made structures	CY	$1,380.00
Unit Price No. 7: Lean soil import, placement and compaction	CY	Not Accepted
Unit Price No. 8: 1" minus import, placement and compaction	CY	Not Accepted
Unit Price No. 9: 1" clean rock import, placement and compaction	CY	Not Accepted
Unit Price No. 10: lean concrete import, placement and compaction	CY	$285.00

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

Time is of the essence. If the Contractor fails to achieve Substantial Completion of the Contractor's Work within the period of 581 calendar days from issuance of the Notice to Proceed (as such Contract Time may be adjusted by time extensions otherwise permitted by the Contract Documents), the Contractor shall pay, and the Owner will assess, Liquidated Damages in the amount of $2,500.00 per day for each calendar day until Substantial Completion of the Contractor's Work is achieved. The Owner may deduct any such Liquidated Damages from any amount due or payable to the Contractor.

Final Completion: In the event that the Contractor fails to timely complete all punch list items and all requirements necessary to achieve Final Completion of the Contractor's Work within 30 calendar days following Substantial Completion, Contractor shall be responsible to Owner for any actual damages that the Owner incurs due to such delay with regard to additional costs the Owner expends to its Architect and/or Construction Manager. The Owner may deduct any such damages from amounts otherwise due the Contractor at Final Completion.

If the Contractor shall neglect, refuse, or fail to submit all of the project submittals within ninety (90) calendar days after Notice to Proceed, Contractor shall pay the Owner the stipulated sum of Five Hundred Dollars ($500.00) for each day beyond the submittal milestone.

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§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and supported by the following documentation:

a) proof of stored materials, photographs of the material clearly labeled as "Property of the City of St. Charles, MO";

b) certificate of insurance for facility where materials are stored, with indication of coverage for the stored materials;

c) copies of itemized invoices for the materials from the vendor/supplier

d) Bill of Sale;

.3 and that portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

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.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%
Retainage shall be invoiced and paid upon Substantial Completion of the Contractor's Work, less such amounts as are attributable to 150% of the value of incomplete work and unsettled claims.

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

See 5.1.7.1 above

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1

Final payment, constituting the entire unpaid balance of the Contract Sum minus disputed sums and authorized deductions, shall be made by the Owner to the Contractor thirty (30) days after all of the following conditions have been satisfied:

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12.2.2 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 The Contractor has completed all Punch List items to the satisfaction of the Construction Manager, Architect and Owner;

.3 a final Certificate for Payment has been issued by the Architect;

.4 The Contractor has delivered all closeout Documentation required under the Contractor Documents, which include

i. one original final release of claims from Contractor (AIA G706 and G706A);

ii. operation and maintenance instructions/manuals;

Init.
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iii. marked-up as-built drawings;
iv. standard and extended warranties from every subcontractor;
v. list of names, addresses and telephone numbers for all subcontractors and others providing guarantees and warranties;
vi. one original of final certified payrolls from Contractor and all lower tiered subcontractors;
vii. original affidavit of compliance with prevailing wage laws from Contractor and all lower tiered subcontractors;
viii. Testing and balancing reports, reviewed and approved by the Architect;
ix. any other closeout documents reasonably required by the Owner;

.5 the Contractor can provide proof that surveyed utility as-builts required by project documents have been accepted by AHJ's (Authorities Having Jurisdiction);

.6 the applicable governmental authorities have released to the Owner any escrows or deposits held for the restoration of the site, for stormwater or water quality measures, or for other Work that falls under this Contractor's scope; and

.7 the applicable governmental authorities have issued to the Owner the final use and occupancy permit for the Project.

.8 The Contractor has provided proof of continuing insurance as required by the Contract;

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

Per Missouri Prompt Payment Act

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[X] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[ ] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Contractor 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, Claims will be resolved by litigation in a court of competent jurisdiction.

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ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

(Paragraphs deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Construction Manager's representative:
(Name, address, email address, and other information)

NAVIGATE Building Solutions
Tom Sorcabal
8419 Manchester Road
St. Louis, MO 63144
tom@navigatebuildingsolutions.com
314-580-6712

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Todd Zavaglia
Project Director
2930 Market Street
St. Louis, MO 63103
tzavaglia@ics-stl.com
Office: 314.534.6664 x 311
Cell: 314.574.3530

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents. All insurance policies shall include an ISO Additional Insured Endorsement listing the Owner and the Construction Manager as additional insureds on a primary basis with Owner and Construction Manager insurance excess and not contributory. General Liability and Auto policies shall contain a waiver of subrogation in favor of the Owner and its officers, directors and employees. Insurance company shall provide thirty (30) days' written notice prior to modification or cancellation of such insurance.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

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§ 8.7 Other provisions:

§8.7.1 Tax Exemption: The Owner intends to use the tax exempt purchase procedure authorized by Section 144.062 RSMo.

§8.7.2 Prevailing Wage: Not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, shall be paid to all workers performing work under this 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 wage rate for any work done under the contract by the Contractor or by any subcontractor. 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, unless they have previously completed the program and have documentation of having done so. The Contractor will forfeit a penalty to the contracting public body of $2500 plus an additional $100 for each employee by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employeed without the required training.

§8.7.3 Certified Payroll: The Contractor and each Subcontractor shall submit, monthly, certified payroll for each week from the start of their Work through the completion of their Work. Refer to Missouri Department of Labor – Contractor Check-off List and Instructions Sheet for Contractor Payroll Records.

§8.7.4 Permits: Owner shall pay for the building permit. Contractor shall pick up the building and fire permits. Contractor shall obtain and pay for all other permits, licenses and approvals as applicable to the Contractor's Work.

§8.7.5 Equal Employment Opportunity:

A. During performance of this contract, the Contractor agrees as follows:
   1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor will take positive action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the requirements of these nondiscrimination provisions.
   2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.
   3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice advising the labor union or worker's representative of the Contractor's equal opportunity commitments, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
   4. In the event of the Contractor's non-compliance with the Equal Opportunity conditions of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part.
   5. The Contractor will include all of clauses 1 through 4 inclusive in every subcontract or purchase order, so that such provisions will be binding upon each subcontractor or vendor.

B. Exemptions to the above Equal Opportunity Conditions are construction contracts and subcontracts not exceeding $10,000.

C. Unless otherwise provided, the above Equal Opportunity provisions are required to be inserted in subcontracts at the site of construction.

D. Certification of Nonsegregated Facilities - Bidders are cautioned as follows: By signing this bid or offer, the bidder will be deemed to have signed and agreed to the provisions of the "Certification of Nonsegregated Facilities" in this solicitation. The certification provides that the bidder does not maintain or provide for his employees facilities which are segregated on a basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that he will not maintain such segregated facilities. Failure of a bidder to agree to the Certification of Nonsegregated Facilities will render his bid or offer non-responsive to the terms of solicitations involving award of contracts exceeding $10,000.

E. Contractor hereby represents, warrants and certifies that Contractor, its subcontractors, or any of the employees

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of either are not currently engaged in, and shall not for the duration of the 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 State of Israel; or, persons or entities doing business in the State of Israel. This certification shall be interpreted consistent and in conformity with the Missouri Anti-Discrimination Against Israel Act, 34.600 Revised Statutes of Missouri.

§8.7.6 Consequential Damages: Contractor waives all claims for consequential damages against the Owner and Construction Manager arising out of this Agreement and/or the performance of the Owner's obligations thereunder.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- **.1** AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- **.2** Exhibit A, Insurance and Bonds
- **.3** AIA Document A201™–2017, General Conditions of the Contract for Construction
- **.4** Exhibit B, Bid Proposal Form and Bid Bond
- **.5** Exhibit C, Supplemental Bid Information Form
- **.6** Exhibit D, Scope of Work
- **.7** Exhibit E, Change Order Calculations
- **.8** Exhibit F, Contract Document Log (Drawings and Specifications)

This Agreement entered into as of the later of the dates (day and year) below written.

(Table deleted)

CITY OF SAINT CHARLES, MISSOURI		ICS CONSTRUCTION SERVICES, LTD.	
			4/24/2026
Daniel J. Borgmeyer, Mayor	**Date**	**Greg Zavaglia, VP Operations**	**Date**

(Paragraphs deleted)

Attest:

Kimberly Hudson, City Clerk

(Paragraphs deleted)

Approved as to Legal Form:

Signed by:
Bryan Wise 4/30/2026
DC9A626C378842A...
Holly Magdziarz, City Attorney

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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...

4/30/2026

Director of Finance — Date

Jennifer O'Connor

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EXHIBIT A TO AIA A101 – Insurance and Bonds
ADDENDUM D

THESE SPECIFICATIONS APPLY TO ALL CONTRACTORS WHO WILL BE ON THE JOBSITE, INCLUDING BUT NOT LIMITED TO A GENERAL CONTRACTOR OR ANY SUBCONTRACTOR.

INSURANCE: Contractor shall, at its expense, procure and maintain at a minimum for the duration of the Project and through the correction period stated in the agreement, except as otherwise set forth herein, the types and amounts of insurance described below or as otherwise required by law on all of its operations, from companies registered to do business in the State of Missouri and having an A.M. Best Rating of A- IX or higher:

A. Workers' Compensation and Employers Liability Insurance. Contractor shall carry statutory Workers' Compensation Insurance as required by any applicable law or regulation. Employers Liability Insurance shall be in amounts no less than $1,000,000 each accident for bodily injury, $1,000,000 for bodily injury by disease, and $1,000,000 each employee for bodily injury by disease. If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen's and Harbor Workers Compensation act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims. If the contractor's Employers Liability limits are below those stated above, an umbrella liability policy may be used to attain the requested limit.

B. Commercial General Liability Insurance Contractor shall carry Commercial General Liability Insurance written on ISO occurrence form CG 00 01 07 98 or later edition (or a substitute form providing equivalent coverage) and shall cover all operations by or on behalf of the Contractor, providing insurance for bodily injury liability and property damage liability for the limits indicated below and for the following coverage:

(1) Premises and Operations
(2) Products and Completed Operations
(3) Contractual Liability ensuring the obligations assumed by the Contractor under this Contract.
(4) Personal Injury Liability and Advertising Injury Liability
(5) Except with respect to bodily injury and property damage included within the products and completed operations hazards, the general aggregate limit shall apply separately to the Contractor's project under this Contract. Completed Operations coverage must be maintained for the correction period provided by the agreement.
(6) Limit of Liability. The Commercial General Liability policy limits shall not be less than:
    i. $1,000,000 Each Occurrence (Combined Single Limit for Bodily Injury and Property Damage)
    ii. $2,000,000 Aggregate for Products/Completed Operations
    iii. $1,000,000 Personal Injury/Advertising Injury

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(7) $2,000,000 General Aggregate (must provide endorsement ISO CG 25 03 or equivalent to apply the General Aggregate per project, if available. If not, see Umbrella Liability section.)

(8) Additional Insured The Owner, all of its officers, directors, and employees, NAVIGATE and Russell Construction shall be named as Additional Insureds under the Commercial General Liability Insurance using ISO Additional Insured Endorsements CG 20 10 (2004 edition) or substitute providing equivalent coverage. If additional insured status is required for a correction period then CG 20 37 (2004 edition) or equivalent shall also be used. These endorsements must be stated on the insurance certificate provided to the Owner and to the Construction Manager and a copy of the endorsements confirming coverage shall accompany the insurance certificate.

(9) Primary Coverage The Contractor's Commercial General Liability Policy shall apply as primary insurance and any other insurance carried by the Architect or the Owner shall be excess only and will not contribute with Contractor's insurance. This must be stated on the insurance certificate and a copy of the endorsement confirming coverage shall accompany the insurance certificate.

C. Business Automobile Liability Insurance The policy shall be written on ISO form CA 0001, CA 0005, CA 0002, CA0020 or a substitute form providing equivalent coverage and shall provide coverage for all owned, hired and non-owned vehicles. The limit of liability must be at least $1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident and shall also cover Automobile Contractual Liability. The policy shall name the Owner and all of its officers, directors and employees, NAVIGATE, the Architect, and Russell Construction as Additional Insureds. The policy shall be endorsed to be primary coverage and any other insurance carried by the Owner shall be excess only and will not contribute with Contractor's insurance. To confirm coverage, a copy of the Additional Insured Endorsement and the Primary Insurance Endorsement shall accompany the insurance certificate.

D. Umbrella Excess Liability. The Contractor shall provide an umbrella excess liability policy that will provide a minimum of $10,000,000 per occurrence/$10,000,000 aggregate over the employers' liability, commercial general liability and automobile liability coverages. This policy shall "follow-form" of the underlying policies and comply with all insurance requirements of those policies. If the General Aggregate of the Commercial General Liability policy does not apply per project, the limits shall be $10,000,000 per occurrence/$10,000,000 aggregate. The policy shall name the Owner and all of its officers, directors and employees, NAVIGATE, and the Architect, as Additional Insureds. The policy shall be endorsed to be primary coverage and any other insurance carried by the Owner shall be excess only and will not contribute with Contractor's insurance.

E. Contractor's Environmental (Pollution) Liability – For Contracts where appropriate for the nature of the service provided, the Contractor shall maintain in force for the full period of the Contract, pollution liability insurance coverage in the minimum amount set forth below for losses caused by sudden and accidental pollution conditions that arise from the operations of the Contractor. Such insurance shall apply to bodily injury and property damage, including loss of use of the damaged property or property that has not been physically injured, and shall cover cleanup, transportation, disposal,

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remediation and defense costs, including all expenses incurred in the investigation, defense, payment or settlement of claims.
Limits:

a. $ 2,000,000 Per Claim
b. $ 2,000,000 Aggregate
c. The insurance coverage shall be retroactive to the earlier of the date of this Contract or the commencement of the Contractor's work on the Project, and Contractor shall cause the same to remain in effect for a period of at least five (5) years after final acceptance of the Project by the District or such other period as may be set forth in the Contract or in the Project Specifications, whichever is later.
d. The policy shall name the Owner and all of its officers, directors and employees, NAVIGATE, the Architect, and Russell Construction as Additional Insureds. The policy shall be endorsed to be primary coverage and any other insurance carried by the Owner shall be excess only and will not contribute with Contractor's insurance. To confirm coverage, a copy of the Additional Insured Endorsement and the Primary Insurance Endorsement shall accompany the insurance certificate.

F. Other Insurance. The Owner may require insurance coverage in excess of the types and amounts required in this Exhibit. Contractor shall attempt in good faith to obtain quotes for such additional coverage and provide them to Owner for review. Contractor shall purchase any such additional insurance as may be requested by the Owner in writing. Owner shall pay any additional premium for such additional coverage.

G. Builders Risk Insurance. Owner to provide Builder's Risk insurance for the project. Owner to pay all premiums and deductibles.

H. Professional Liability. Contractor shall maintain Project Specific Professional Liability insurance, including contractual liability insurance against the liability assumed by Contractor in contractually agreeing to perform design services, and including coverage for any professional liability caused by any of the Contractor's consultants. Contractor shall maintain at least the limits of liability in a company satisfactory to the Owner as follows: $2,000,000 Each Claim / Aggregate. The Professional Liability Insurance shall contain prior acts coverage sufficient to cover all contract services rendered by the Contractor. Said insurance shall be continued in effect with an extended period of five years following final payment to Contractor. Such insurance may be maintained on a claims made basis. The policy shall name the Owner and all of its officers, directors and employees, NAVIGATE, and the Architect, as Additional Insureds. The policy shall be endorsed to be primary coverage and any other insurance carried by the Owner shall be excess only and will not contribute with Contractor's insurance. Contractor shall provide Owner with a certificate of insurance evidencing such coverage, and such other proof of such insurance as the Owner may reasonably request.

I. Waiver of Subrogation. All policies above shall each contain a waiver of subrogation in favor of the Owner and its officers, directors and employees.

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J. Certificates of Insurance. As evidence of the insurance, limits and endorsements required, a standard ACORD or equivalent Certificate of Insurance executed by a duly authorized representative of each insurer shall be furnished by the Contractor to the Owner and Architect before any Work under the Contract is commenced by the Contractor. Owner shall have the right, but not the obligation, to prohibit Contractor or any Subcontractor from entering the Project site until such certificates are received and approved by the Owner. With respect to insurance to be maintained after final payment, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner as a precondition to final payment. Copies of all additional insured and waiver of subrogation endorsements shall accompany the certificate. Insurance company shall provide thirty (30) days' written notice prior to modification or cancellation of such insurance. Failure to maintain the insurance required herein may result in termination of the Contract at Owner's option. In the event the Contractor does not comply with the requirements of this section, the Owner shall have the right, but not the obligation, to provide insurance coverage to protect the Owner and Architect, and charge the Contractor for the cost of that insurance. The required insurance shall be subject to the approval of the Architect, but any acceptance of insurance certificates by the Architect or Owner shall in no way limit or relieve the Contractor of their duties and responsibilities in this Agreement.

K. Copies of Policies. Contractor shall furnish a certified copy of any and all insurance policies required under this Contract within ten (10) days of Owner's written request for said policies.

L. Subcontractors. Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of Owner. Contractor shall provide to Owner copies of certificates evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name Owner and Architect as Additional Insureds and have the Waiver of Subrogation endorsement added.

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General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)
City of Saint Charles Rec and Senior Center

THE OWNER:
(Name, legal status and address)

The City of Saint Charles, Missouri
200 N. 2nd Street
St. Charles, MO

THE ARCHITECT:
(Name, legal status and address)

JEMA
2823 Olive Street
St. Louis, MO 63103

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.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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The Construction Manager for the Project shall be Navigate Building Solutions ("Navigate"). All communications between Contractor and Owner shall be through Navigate on behalf of Owner, subject to a weekly scheduled meeting between the Owner and Navigate. Navigate has the authority to take all actions on behalf of the Owner permitted by the Contract Documents, with the sole exception of agreeing to any Modifications to the Contract. Only the Owner's representatives, The St. Charles City Mayor or the Mayor's Designee, have the authority on behalf of the Owner to agree to any Change Order and/or to otherwise agree to authorize any Modifications, with it being understood and agreed that any Modifications to the Contract must be executed by The St. Charles City Mayor or the Mayor's Designee on behalf of the Owner in order to be effective.

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

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§ 1.1.8 Initial Decision Maker
The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.1.9 Float
Float is a measurement of time indicating how late any activity or group of activities in a schedule can be completed without impacting the critical path and the scheduled end date of the Project. Float belongs to the Project and is not for exclusive use of the Contractor and is not intended to be used for non-excused delays identified in 8.3.1.

§ 1.2 Correlation and Intent of the Contract Documents
§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents 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 Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization
Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation
In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.4.1 In the event of discrepancies or conflicts among or between the Contract Documents or observable conditions exist, the Contractor shall request an interpretation in writing from the Owner and Architect before proceeding with the Work. If the Contractor fails to request such interpretation from the Architect, it is presumed that the more stringent, better quality or higher quality requirement is included in the Work. The Contractor shall be responsible for the cost and installation of such requirement at no additional cost to the Owner. Before ordering any materials or doing any Work, the Contractor shall verify measurements at the Project site and shall be responsible for correctness of such measurements. Any difference which may be found shall be submitted to the Architect for interpretation before proceeding with the Work as a condition precedent to any claim for an increase in the Contract Sum. If conflict among various provisions of the Contract Documents is found, and the quality or stringency of the conflicts are not in question, the terms shall be interpreted in the following order of priority:

.1 Modifications to the Contract
.2 The Contract
.3 Special Conditions
.4 General Conditions

Specifications shall control over Drawings, and details in drawings shall control over large-scale drawings.

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§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The drawings, specifications, and other instruments of service are owned by the Owner. The Contractor, Subcontractors, Sub- subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Owner's reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

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.

§ 1.8 Building Information Models Use and Reliance

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 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

(Paragraph deleted)

§ 2.2 Not Used

(Paragraphs deleted)

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

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§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15. In lieu of correcting defective Work, the Owner may in its discretion decide to accept such defective Work and backcharge the Contractor a reasonable amount equivalent to what it would have cost to replace the defective Work.

§ 2.6 Architect's and Construction Manager's Compensation for Services to Remedy Defective Work

When the Architect's and Construction Manager's additional services are required because of defective work, neglect, failure, deficiencies, or default by the Contractor, the Contractor shall be responsible to the Owner for the cost of such additional services.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

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§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract; by activities or duties of the Owner or Owner's representatives; or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.2.5 If the Contractor performs any Work involving an apparent error, inconsistency, ambiguity, construction impracticality, omission or code violation in the Contract Documents of which the Contractor is aware, or which could reasonably have been discovered by the review required by Section 3.2, without prompt written notice to the Owner and the Architect and a request for correction, clarification or additional information, as appropriate, the Contractor does so at its own risk and expense and all claims relating thereto are specifically waived by Contractor.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

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§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in

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construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to

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completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect. The Contractor must correct at its cost, and without any adjustment to Contract Time, any Work the correction of which is required due to the Contractor's failure to obtain approval of a submittal required to

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have been obtained prior to proceeding with the Work, including but not limited to, correction of any conflicts in the Work resulting from such failure.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

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§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Construction Manager, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, 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

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completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner 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. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications 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. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, 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.

§ 4.2.7 The Architect will 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. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect 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. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any 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.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

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§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will 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 will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

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§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors

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shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- **.1** The change in the Work;
- **.2** The amount of the adjustment, if any, in the Contract Sum; and
- **.3** The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 The Contractor must submit change proposals covering a contemplated Change Order within ten (10) work days after the request of the Owner, Architect or Construction Manager or within ten (10) work days of the event giving rise to the Contractor's claim for a change in the Contract Sum or Contract Time. No increase in the Contract

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Sum or extension of the Contract Time will be allowed the Contractor for the cost or time involved in making change proposals. Change proposals will define or confirm in detail the Work that is proposed to be added, deleted, or changed and must include any adjustment which the Contractor believes to be necessary in the Contract Sum or the Contract Time. Any proposed adjustment must include detailed documentation, including but not limited to: cost, properly itemized and supported by sufficient substantiating data to permit evaluation including cost of labor, materials, supplies and equipment, rental cost of machinery and equipment, and additional bond cost. Change proposals will be binding upon the Contractor and may be accepted or rejected by the Owner in its discretion. The Owner may, at its option, instruct the Contractor to proceed with the Work involved in the Change Proposal in accordance with this Section 7.2.2 without accepting the Change Proposal in its entirety. See Exhibit E, entitled Change Order Calculations which shall govern and apply to Change Orders. A Change Order is not effective until the Owner and Architect issue and sign the Change Order. Notwithstanding anything in this section to the contrary, the inclusion of Subcontractor terms and conditions in the supporting documentation of a Change Order shall have no bearing on the contract between Owner and Contractor, and shall not change any of the terms and conditions between the Owner and Contractor. Such supporting documentation shall not be construed as creating any expressed or implied contractual obligation of those terms and conditions between Owner and any of the Contractor's Subcontractors, suppliers, or vendors.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly. The Construction Manager shall be kept informed and will consult with the Architect throughout the process described in Section 7.3.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- **.1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- **.2** Unit prices stated in the Contract Documents or subsequently agreed upon;
- **.3** Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- **.4** As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- **.1** Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- **.2** Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- **.3** Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- **.4** Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- **.5** Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

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§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

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. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

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§ 8.2.4 If at any time during the course of the Work, the Owner reasonably determines that the Contractor has fallen behind the critical path of the schedule, the Owner may upon written notice to the Contractor, require the Contractor to recover schedule by any means appropriate (including but not limited to the provision of extra shifts and/or overtime and/or adjustments to the schedule). Within five days of the Contractor's receipt of such written notice, the Contractor shall provide the Owner with a written recovery plan and shall commence recovery efforts. So long as the Contractor has fallen behind schedule for reasons attributable to the Contractor (and not to force majeure events), all costs associated with the recovery schedule shall be borne by the Contractor. If, however, the Contractor is not at fault for the delay in the work (due to force majeure events or other causes that would otherwise entitle the Contractor to an extension of Contract Time) then the Contractor shall be paid for the costs of recovering schedule pursuant to the provisions of the Contract Documents applicable to changes in the Work.

§ 8.2.5 The Contractor must conform to the most recently approved Construction Schedule. The Contractor must complete the indicated work or achieve the required percentage of completion, as applicable, with any interim completion dates established in the most recently approved Construction Schedule.

§ 8.2.6 The Contractor must maintain at the Site, available to the Owner, Construction Manager and Architect for their reference during the progress of the Work, a copy of the approved Construction Schedule and any approved revisions thereto. The Contractor must keep current records of and mark on a copy of the approved Construction Schedule the actual commencement date, progress, and completion date of each scheduled activity on the Construction Schedule.

§ 8.2.7 The Contractor represents that its bid includes all costs, overhead and profit which may be incurred throughout the Contract Time and the period between Substantial and Final Completion. Accordingly, the Contractor may not make any claim for delay damages based in whole or in part on the premise that the Contractor would have completed the Work prior to the expiration of the Contract Time but for any claimed delay.

§ 8.2.8 The Owner reserves the right to issue written directive to accelerate the Work that may be subject to an appropriate adjustment, if any, in the Contract Sum. Contractor must substantiate any costs associated with such Owner directive.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Critical Path Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine. The sole remedy for delays enumerated under this subsection, other than those which are caused solely and exclusively by acts or omissions of the Owner (except actions taken by the Owner acting as a regulatory authority to protect the public health or safety or to conform to law) will be non-compensable time extensions for completion of the Work.

§ 8.3.1.1 Tariffs: It is expressly agreed that in establishing the Contract Sum, the contractor has given consideration to the risks associated with tariffs, including the possibility that tariffs may be newly enacted after execution of the Agreement, and/or that existing tariffs may change after execution of the Agreement. Contractor expressly accepts all risks associated with new or changing tariffs, and agrees that it will make no claim against the Owner related in any way to new or changing tariffs.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

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(Paragraph deleted)

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect and Construction Manager before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect and Construction Manager. This schedule, unless objected to by the Architect or Construction Manager, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and Construction Manager and supported by such data to substantiate its accuracy as the Architect and Construction Manager may require, and unless objected to by the Architect or Construction Manager, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect and Construction Manager an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect or Construction Manager require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the 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 an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect.

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However, the issuance of a Certificate for Payment will 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) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers

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to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

The Contractor has no right to stop Work as a consequence of non-payment. In the event of any disagreement between the Contractor and Owner involving the Contractor's entitlement to payment, the Contractor's only remedy is to file a Claim in accordance with Article 15. The Contractor must diligently proceed with the Work pending resolution of the Claim. If, however, an Application for Payment has been certified by the Architect, and the Owner fails to make payment within sixty (60) days of Architect's certification, the Contractor may upon ten (10) days' written notice to the Owner, stop work if payment is not made by the Owner within ten (10) days following the notice.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use , and the remaining outstanding work is considered minor. The Project will not be considered complete before, at a minimum, the AHJ's (Authorities Having Jurisdiction) have given written approval for the Owner to occupy the premises.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the

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Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate..

§ 9.8.6 Unless otherwise provided in the Certificate for Substantial Completion, the Contractor must complete or correct all items included in the final Punch List within thirty (30) days after the Date of Substantial Completion.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the

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Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 Not Used
(Paragraphs deleted)

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

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§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances
§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

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§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Construction Manager, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents. The Contractor shall maintain required insurance until the expiration of the period of correction of Work set forth in Section 12.2.2 of the General Conditions or to the end of the period set forth in Exhibit A to AIA A101-Insurance and Bonds, whichever is later.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

(Paragraphs deleted)

§ 11.2 Not Used

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

(Paragraphs deleted)

§ 11.4 Not Used

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and

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Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition.. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

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§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract 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 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when

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and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

(Paragraphs deleted)

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- **.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- **.4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

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§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's and Construction Manager's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

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§ 15.1.2 Time Limits on Claims
The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims
§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect and the Construction Manager, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 10 calendar days after occurrence of the event giving rise to such Claim or within 10 calendar days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance
§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost
If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time
§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

(Paragraphs deleted)
§ 15.2 Initial Decision
§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data

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from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims 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 the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings 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 is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to

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file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 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.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim 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 the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 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 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.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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BID FORM

This Bid Form must be completed, sealed in an envelope and received by the City of Saint Charles, Missouri no later than 2:00 PM on the specified date.

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

Below is a contact for the BIDDER submitting this bid, who will be responsible for any questions that may arise during bid review and who may also be contacted to discuss the acceptance or rejection of this bid:

BIDDER Company Name	ICS Construction Services, Ltd
BIDDER Contact Person Name	Jackie True
Address	2930 Market Street
City/State/Zip	St. Louis, MO 63103
Phone Number	(314)534-6664
Email Address	jtrue@ics-stl.com
Fax Number	(314)534-6663

BIDDER accepts all of the terms and conditions of the "Invitation For Bid" and the "Instructions to Bidders", including without limitation those dealing with the disposition of Bid security.

STIPULATED SUM BID FORM

Name of Project: **CSC REC AND SENIOR CENTER**

Date: 4/16/2026

Proposal from: ICS Construction Services, Ltd

(Hereinafter called Bidder), a corporation organized and existing under the laws of the state of Missouri, a ~~partnership, or an individual~~ doing business as ICS Construction Services Ltd (cross out inapplicable).

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ADDENDUM C

TO: ATTN: Paul Feldmann, Purchasing Manager
The City of St. Charles
200 N. Second Street
St. Charles, MO 63301

Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by JEMA (Hereinafter called Architect) and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum stated below.

BASE BID

Furnish all labor, tools, equipment, and material required to perform all work indicated above for this bid package, as defined in the Bid Documents (including Allowances and costs for Payment and Performance Bonds) for the **TOTAL LUMP SUM AMOUNT of**

$ 15,997,000.00

TIME

Board approval and issuance of a Contract is anticipated to occur by April 29th, 2026. Notice to Proceed issuance is anticipated on or before May 13th, 2026. BIDDER hereby states that the time required to perform all work indicated in the BID DOCUMENTS (and any accepted alternates) and work necessary to complete the project per the duration proposed on this Bid Form is acceptable. Damages shall be assessed for delays to Substantial Completion and are further described in the bidding and contract requirements.

Bidders shall propose a contractual duration for achieving Substantial Completion in the blank space below. Proposed duration will be utilized as criteria for selection of General Contractor.

Complete all work related to new construction, site development, and bid alternates to achieve Substantial Completion within 581 calendar days from the issuance of the Notice to Proceed.

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ALTERNATES - To be submitted at the time of bid.

Alternate No. 1: At brick locations on the first, mezzanine, and second floors noted to be "stripped and cleaned," in lieu of stripping, provide a deduct to clean, prime, and paint the brick. Reference Sheet A005 – Bid Alternate for the scope of work.

(Add) / Deduct (circle one) $ 19,000

Alternate No. 2: Remove and replace existing built-up roof at the Foundry Art Centre. Approximately 215' x 46'. Assume 1" mechanically fastened insulation. Standing seam roof to remain. See ADD B Foundry Art Centre Photos.

ADD C

Demolition - (Add) / Deduct (circle one) $ 112,000

Insulation - (Add) / Deduct (circle one) $ 112,000

Built-up Roof - (Add) / Deduct (circle one) $ 116,000

Sheet Metal Flashing - (Add) / Deduct (circle one) $ 84,000

Alternate No. 3: Remove and replace 3 roof top units at the Foundry Art Center. Include all low voltage and electrical requirements. See ADD B Foundry Art Centre Photos.

(Add) / Deduct (circle one) $ 370,000

BID DOCUMENTS

A. Bidder acknowledges receipt of the following:

1. Drawings and Specifications
2. Addenda
   - a. Addenda No. 1 Dated 3-13-2026
   - b. Addenda No. 2 Dated 3-26-2026
   - c. Addenda No. 3 Dated 4-2-2026
   - d. Addenda No. 4 Dated 4-10-2026
   - e. Addenda No. 5 Dated 4-14-2026
   - 6 4-15-2026

BID GUARANTEE - To be submitted at the time of bid.

The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 90 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cashier's check, certified check, or bid bond, as liquidated damages for such failure, in the amount constituting five percent (5%) of the Base Bid amount above. Guaranty shall be in the form of a bid bond issued by an insurance company authorized to do business in the state of Missouri and with a financial

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strength rating of A with a financial size category of IX or better by A. M. Best, a certified check or a cashier's check drawn on a bank located in St. Charles County, the City of Saint Charles, St. Louis County, or the City of St. Louis.

The Bid Deposit of all bidders will be returned when the Project contract is executed and all bonds, insurance requirements and other required documents are furnished or when all bids are rejected.

The successful bidder shall provide a Performance and a Payment bond for one hundred (100%) percent of the contract amount within ten (10) days of receipt of a signed Contract. Payment and Performance bonds shall be issued by an insurance company or surety authorized to do business in the state of Missouri and with a financial strength rating of A or better and with a financial size category of IX or better by A. M. Best.

QUALIFICATIONS and REFERENCES - To be submitted at the time of bid. See form provided with this Bid Form.

UNIT PRICES - To be submitted to Owner 24 Hours after Bid Date/Time.
Unit Prices shall for scope adjustments after award shall be provided for the items listed in section 012200 – UNIT PRICES. See form provided in Specification labeled as "Supplemental Bid Information" to submit to Owner 24 hours after bid date/time.

COST BREAKOUT – To be submitted to Owner 24 Hours after Bid Date/Time.
See form provided in Specification labeled as "Supplemental Bid Information" to submit to Owner 24 hours after bid date/time.

LIST OF PROPOSED SUBCONTRACTORS – To be submitted to Owner 24 Hours after Bid Date/Time.
See form provided in Specification labeled as "Supplemental Bid Information" to submit to Owner 24 hours after bid date/time.

OTHER FORMS – To be submitted to Owner 24 Hours after Bid Date/Time.

a. Certificate of Non-Segregation
b. Anti-Collusion Affidavit
c. Subcontractor Certificate of Compliance with Affirmative Action and Equal Opportunity
d. Affidavit of Work Authorization
e. Electronic Signature Page from E-Verify Employer MOU
f. Certificate of Good Standing
g. Proof of Lawful Presence Form

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QUALIFICATIONS FORM

Organization

1. How many years has your organization been in business as a Contractor?_____
2. How many years has your organization been in business under its present business name?_____
3. Under what other or former names has your organization operated?

   _____

   _____
4. How many persons do you have working for the company?

   Operators:_ _____ Carpenters: _____ Laborers: _____

   Superintendents: _____ Office Management: _____ Other Trades: _____
5. What is your company's EMR? _____
6. State the amount of the deductibles on all insurance that you will be providing for the Project:

   Workers Compensation Insurance: _____

   Commercial General Liability Insurance: _____

   Automobile Liability Insurance: _____
7. Provide your organization's profit and loss statement for the past 3 years. In lieu of a profit and loss statement, provide a letter from your bonding company confirming your organization's bonding capacity and bond rate.
8. Has your organization been subject to enforcement action by a regulatory agency?
   Yes:_____ No:_____

   If yes, please attach written description of the details of each occurrence.

Experience

1. On a separate sheet list all projects completed by your firm in the past 5 years, with a contract value of $20M or greater. List project name, client, architect, original contract value, final contract value, start date, original contractual completion date, actual substantial completion date and percentage of the cost of work performed with your own forces.

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2. On a separate sheet list a minimum of 5 projects completed by your firm that demonstrate similar challenges and attributes to the renovation of the existing BH Building for a new Recreation and Senior Center. Specifically identify the similarities and the lessons learned from those projects that can be applied to this project.
3. List the categories of work that your organization normally performs with its own forces:

1. _____ 4. _____
2. _____ 5. _____
3. _____ 6. _____

Claims and Suits

If the answer to any of the questions below is "yes", please attach written description of details.

1. Has your organization ever failed to complete any work awarded to it?

   Yes:_____ No:_____

2. Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers?

   Yes:_____ No:_____

3. Is your organization or its officers currently in mediation?

   Yes:_____ No:_____

4. Has your organization filed any lawsuits, requested mediation or requested arbitration with regard to construction contracts within the last five (5) years?

   Yes:_____ No:_____

Other Construction Work

1. On a separate sheet, list major construction projects your organization has in backlog and in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.
2. State total worth of work in progress and under contract:
   $_____

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3. State average annual amount of construction work performed during the past five years: $_____
4. State current bonding capacity: $_____
5. On a separate sheet, list the construction experience and present commitments of the key individuals of your organization. Please identify which individuals you intend to commit to this project if awarded the Contract.

References - Bidders shall provide at least three references for similar projects.

Company: _____

Address: _____

Contact Person: _____

Telephone: _____

Email: _____

Type of service provided: _____

Dates/year(s) service was provided: _____

Company: _____

Address: _____

Contact Person: _____

Telephone: _____

Email: _____

Type of service provided: _____

Dates/year(s) service was provided: _____

Company: _____

Address: _____

Contact Person: _____

Telephone: _____

Email: _____

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ADDENDUM C

Type of service provided: _____

Dates/year(s) service was provided: _____

MISCELLANEOUS BID REQUIREMENTS

A. The undersigned understands that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time and date for receiving bids.

B. The undersigned understands that the Owner reserves the right to reject any or all bids or subcontractors.

C. The undersigned further agrees to indemnify and save the Owner from and against all losses, judgments of every nature and description made, brought, or recovered against the Owner by reason of any act or omission of the undersigned, his agents, subcontractors, or employees in the execution of the work or in guarding the same.

D. The undersigned hereby declares that this Stipulated Sum Bid is based solely upon the materials and equipment described in the bidding documents (including Addenda), and that no substitutions are contemplated.

E. The Bidder declares that he/she has had an opportunity to examine the site of the work and he/she has examined the bidding Documents therefore, and that he/she has carefully prepared his Bid upon the basis thereof and that he/she has carefully examined and checked this Bid and the materials, equipment and labor required thereunder, the cost thereof, and his figures therefor, and hereby states that the amount or amounts set forth in this Bid is, or are, correct and that no mistake or error has occurred in this bid.

F. By submitting a bid, bidder represents and warrants that if it is awarded the contract, that no other bidder, elected official, appointed official or employee of the City has any interest whatsoever in the bidder's bid or the contract and that the bid and contract are made in good faith, without connection to, fraud or collusion with any other person.

G. By submitting a bid, a bidder acknowledges familiarity with all laws applicable to the Project and will comply with same including, but not limited to:
   i. R.S.Mo. Section 290.210, et seq.; Missouri Prevailing Wage Law;
   ii. R.S.Mo. Section 285.525, et seq.; Missouri law regarding Illegal Immigrants (E-verify);
   iii. R.S.Mo. Section 292.675, et seq.; Missouri law regarding OSHA Construction Safety Program;
   iv. R.S.Mo. Section 285.230; Missouri law regarding Nonresident Employers – Bonding Requirements; and
   v. R.S.Mo. Section 208.009; Missouri law regarding proof of lawful presence.

H. By submitting a bid, Bidder certifies that they have not divulged, discussed or compared its bid with other bidders and has not colluded with any other bidders or parties to this bid package whatsoever.

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ADDENDUM C

I. 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. In addition, the submitting party recognizes the right of the City to reject a bid if the bidder fails to furnish any required data required by this Invitation for Bid, or if the bid is in any way incomplete or irregular. The City shall be the sole judge of compliance with the Invitation for Bid and reserves the right to accept or reject any or all submissions or parts thereof.

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21-1540.11 CSC Rec and Senior Center St. Charles, Missouri 3/6/2026

ADDENDUM C

The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Missouri.

IF A CORPORATION

ICS Construction Services, Ltd
Name of Corporation

Signature of Officer

Gregory S. Zavaglia, Vice President
Name and Title of Officer

Incorporated under the laws of the State of Missouri (Print)

Licensed to do business in Missouri? (Check one) [X] Yes [ ] No

Address for Communications 2930 Market Street

St. Louis, MO 63103

(Seal if bid is by a corporation.)

IF A PARTNERSHIP State name and address of all partners:

Name of Partnership

Signature of Authorized Partner

IF INDIVIDUAL or SOLE PROPRIETORSHIP

Name of Firm (if any)

Address for Communications

Signature of Individual

Name of Individual (Print)

IF BIDDING AS A JOINT VENTURE *(List all parties.)*

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Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

ICS Construction Services, Ltd.
2930 Market Street
St. Louis, MO 63103

SURETY:
(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland
1299 Zurich Way
Schaumburg, IL 60196-1056

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 Saint Charles
200 North Second Street
St. Charles, MO 63301

BOND AMOUNT: $ 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Bid 4830 - Senior Center and Rec Center

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 9th day of April, 2026

(Witness) Emma Grace Schock

ICS Construction Services, Ltd.
(Principal) *(Seal)*

By:
(Title) Gregory S. Zavaglia, Vice President

(Witness) Deon Liley

Fidelity and Deposit Company of Maryland
(Surety) *(Seal)*

By:
(Title) Taffra S. Holman Attorney-in-Fact
Surety Phone No. 847-605-6000

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ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Taffra S. HOLMAN, Dennis W. LUTZ, Barre H. HAMMOND, Karena ALMIEDA, Michael A. BOUCHER, Michelle L. FOWLS, Catherine M. KRUEGER, Matthew MORIN, Valerie S. LEE, Melissa R. LONG of St. Louis, Missouri,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 8th day of August, A.D. 2024.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

SEAL SEAL SEAL

By: Thomas O. McClennan
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 8th day of August, A.D. 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Thomas O. McClellan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025

GENEVIEVE M. MAISON NOTARY PUBLIC BALTIMORE COUNTY, MD EXP. 01/27/2025

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

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EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 9th day of April, 2026.

MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Docusign Envelope ID: 3D73F4AC-496A-8C0B-83E0-01AA69EDC3DE

SUPPLEMENTAL BID INFORMATION **Due 24 hours after Bid Submission**

TO: ATTN: Paul Feldmann, Purchasing Manager
The City of St. Charles
200 N. Second Street
St. Charles, MO 63301

Proposal for:
CITY OF ST. CHARLES CITY HALL
655 North Main Street
St. Charles, MO 63301

This form shall be completed and submitted in its entirety **no later than 24 hours following the receipt of the bids** to the Owner. Bidder must submit supplemental bid information via email as follows:

Re: Supplemental Bid Information for the City of St. Charles City Hall
Attn: Paul Feldmann, The City of St. Charles, Paul.feldmann@stcharlescitymo.gov
CC: Collette Koscielski, Navigate Building Solutions, collette@navigatebuildingsolutions.com
CC: Tom Sorcabal, Navigate Building Solutions, tom@navigatebuildingsolutions.com

Date: 4/17/2026

Proposal from: ICS Construction Services, Ltd.

BID BREAKDOWN

Provide the breakdown of costs for work listed below that are **INCLUDED** in the Base Bid. The total of the lines below shall match the total Base Bid proposed on the Bid Form.

Work	Total
Demolition	$ 500,000.00
General Trades	$ 10,697,000.00
Fire Suppression	$ 300,000.00
Plumbing	$ 900,000.00
HVAC, Temperature Controls, Testing & Balancing	$ 1,500,000.00
Electrical, Low Voltage	$ 2,100,000.00
TOTAL BASE BID	$ 15,997,000.00

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UNIT PRICES

The unit rates below are to include all general conditions, overhead, and profit. Rates are to be applied either as add or deduct rates; the same rate will apply for either condition. There will be only one rate allowed per unit price regardless of when in the construction process the rate is being applied or what trade is performing it.

Unit Price Description	Unit	$/Unit
Unit Price No. 1: Demo and tooth in 25 exterior brick	Per 25 brick	$1,300.00
Unit Price No. 2: Demo and tooth in 25 interior brick	Per 25 brick	$1,600.00
Unit Price No. 3: Removal, haul off and disposal of contaminated soils	CY	$865.00
Unit Price No. 4: Removal, haul off and disposal of unsuitable soils	CY	$175.00
Unit Price No. 5: Removal, haul off and disposal of soils suitable for clean fill	CY	$175.00
Unit Price No. 6: Removal and disposal of existing buried concrete man-made structures	CY	$1,380.00
Unit Price No. 7: lean soil import, placement and compaction	CY	$345.00
Unit Price No. 8: 1" minus import, placement and compaction	CY	$345.00
Unit Price No. 9: 1" clean rock import, placement and compaction	CY	$345.00
Unit Price No. 10: lean concrete import, placement and compaction	CY	$285.00

PROPOSED SUBCONTRACTOR LIST

Identify the two apparent subcontractors in each division that the Prime Contractor is considering for subcontract award to perform work included in the Bid.

If you do not plan to use subcontractors, indicate below and return this form with your bid.

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Scope of Work	Proposed Subcontractors	Have You Worked With Previously? Y/N
Demolition	1. Spiritas Worldwide	No
	2. Marschel Wrecking	Yes
	3. Archview Demolition	No
Concrete	1. Jacobsmeyer	Yes
	2. Next Level	Yes
Topping Slab	1. Next Level	Yes
	2. Elastizell of St. Louis	Yes
Masonry	1. Leonard Masonry	Yes
	2. Staat Tuckpointing	Yes
Structural Steel Fabrication	1. Tri-County Fabrication	No
	2. Imperial Metal Co.	Yes
Structural Steel Erection	1. Penn Services	Yes
	2. Acme Erectors	Yes
Rough / Finish Carpentry	1. Waterhout	Yes
	2. SquareUp	Yes
Millwork / Casework	1. DH Schmidt	No
	2. Tops Unlimited	Yes
Roofing	1. Kirberg	Yes
	2. Lakeside Roofing	Yes
Sheet Metal	1. Blakely	Yes
	2. SMCI	Yes
	3. Hyde Sheet Metal	Yes

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Doors, Frames, Hardware	1. Comarco	Yes
	2. Negwer	Yes
	Cook & Boardman	Yes
Glass & Glazing	1. Wil-Bond	Yes
	2. Presleys	Yes
Drywall	1. TJ Wies	Yes
	2. Von Alst	Yes
Ceilings	1. Acoustical Ceiling Specialist (ACS)	Yes
	2. Friend Acoustical	Yes
Flooring	1. Flooring Systems Inc.	Yes
	2. Corporate Floor	Yes
Painting	1. Leach Painting	Yes
	2. CCIMW	Yes
Graphics and Signage	1. Piros Signs	Yes
	2. Moon River	Yes
Elevators	1. Otis Elevator	Yes
	2. TKE Elevator	Yes
Fire Protection	1. Essential Fire Solutions	No
	2. Arch Fire Protection	No
	3. Apex Fire Sprinkler Co.	No
Plumbing	1. Corrigan Company	Yes
	2. Parkway	Yes
HVAC / Mechanical	1. Kaemmerlen Facility Solutions	Yes
	2. SMCI	Yes

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Electrical / Low Voltage	1. Eckelkamp Electric Co	Yes
	2. Vision Electric System	Yes
	3. Warren County Electric	Yes

PROPOSED PROJECT TEAM

1. Identify the proposed primary Project Team members and their role in the project.

Name	Role	percent time to this project
Greg Zavaglia	V.P. of Operations / Principle	5 %
Tony Marlo	V.P. of Construction / Operations	10 %
Jacqueline True	Dir. of Preconstruction	5 %
Erin Wigger	Dir. of Project Management	20 %
Todd Zavaglia	Project Manager	100 %
Paul Viessman	Superintendent	100

Submitted By:

Bidder: ICS Construction Services, Ltd

Address: 2930 Market Street

St. Louis, MO 63103

Business Telephone: (314)534-6664 Fax Number: (314)534-6663

Typed/Printed Name: Gregory S. Zavaglia

Authorized Signature:

Title: Vice President

(Seal - if bid by a corporation)

Date: 4/17/2026

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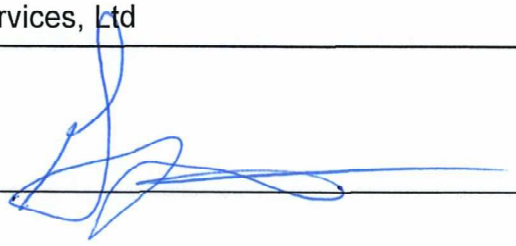
CERTIFICATION OF NON-SEGREGATION

By submission of this bid I certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any locations, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom or otherwise. I further agree that I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files, and that I will forward this notice to such proposed Contractors.

Bidder name: ICS Construction Services, Ltd

Signature of authorized representative: 

Printed name of authorized representative: Gregory S. Zavaglia, Vice President

Date: 4/17/2026

Docusign Envelope ID: 3D73F4AC-496A-8C0B-83E0-01AA69EDC3DE

ANTI-COLLUSION AFFIDAVIT

STATE OF MISSOURI Missouri)
) SS
COUNTY OF St. Louis ,
)

I Gregory S. Zavaglia, state that I am the Vice President (sole owner, president, manager, member) of ICS Construction Services the entity making the foregoing bid and state under penalty of perjury that:

1. this bid is not made in the interest of or on behalf of any undisclosed person or other entity;
2. this bid is genuine and not in collusion with any other person or entity and is not a sham;
3. this bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid;
4. this bidder has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or any other person or entity to submit a sham bid;
5. this bidder has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or any other person or entity to not submit a bid;
6. this bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with any other person or entity to fix the bid price of this bidder or of any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the City of Saint Charles, Missouri or any person or entity interested in the Project contract;
7. all statements contained in this bid are true; and
8. this bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any person or entity.
9. Bidder name:

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Signature of authorized representative: _____

Printed name of authorized representative: Gregory S. Zavaglia, Vice President

Date: 4/17/2026

(Corporate acknowledgement) STATE OF MISSOURI)
)
ss COUNTY OF St. Louis)

On this 17th day of April, 20 26, before me, Emma Grace Schock, a Notary Public in and for said state, personally appeared Gregory S. Zavaglia, (name of officer) Vice President (title of person) ICS Construction Services Ltd (name of corporation), known to me to be the person who executed this Anti-collusion Affidavit in behalf of said corporation and acknowledged to me that he or she executed the same for the purposes therein stated.

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

Notary Emma Grace Schock

My Commission Expires: 11/17/2029

Emma Grace Schock
Notary Public - Notary Seal
State of MO, St. Louis City
My Commission Expires 11/17/2029
Commission #25725718

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SUBCONTRACTOR CERTIFICATION REGARDING AFFIRMATIVE ACTION

Certification regarding Affirmative Action and Equal Opportunity: The bidder and each subcontractor certifies:

1. Affirmative Action Program: That it has developed and has on file at each of its establishments affirmative action programs pursuant to 41 CFR Part 60-2.
2. Equal Opportunity Clause: That it has participated in a previous contract or subcontract subject to the equal opportunity clause set forth in 41 CFR Part 69-1.4 and Executive Order No. 11246.
3. Compliance Reports: That it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs and his designate, or the Equal Employment Opportunity Commission, all reports due under the applicable filing requirements contained in 41 CFR Part 60-1.

If the text of the certification above is incorrect, the bidder or subcontractor making the certification shall correct it below:

_____

_____

_____

NOTE: This certification applies to and must be executed by each bidder or proposed subcontractor if the proposed contract or subcontract on this Project will equal or exceed $10,000 or that the bidder or subcontractor has contracts or subcontracts on federally assisted projects in any 12-month period which have or can reasonably be expected to have, an aggregate total value exceeding $10,000. See, 41 CFR Part 60-1.5(a)(1). It is a duty and contract obligation of the successful bidder to insure that each of its subcontractors, which meet this criterion, executes and submits this certification.

Company: ICS Construction Services, Ltd

By: _____ Date: 4/17/2026

Gregory S. Zavaglia

Docusign Envelope ID: 3D73F4AC-496A-8C0B-83E0-01AA69EDC3DE

Title: Vice President

AFFIDAVIT OF WORK AUTHORIZATION

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Gregory S. Zavaglia (Name of Business Entity Authorized Representative) as Vice President (Position/Title) first being duly sworn on my oath, affirm ICS Construction Services Ltd (Business Entity Name) is enrolled and will continue to participate in the E-Verify Federal Work Authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to City of St. Charles (Bid/Grant/Sub grant/Contract/Subcontract) for the duration of the grant, sub grant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that ICS Construction Services, Ltd (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to City of St. Charles (Bid/Grant/Sub grant/Contract/Subcontract) for the duration of the grant, sub grant, contract, or subcontract, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature	Gregory S. Zavaglia Printed Name
Vice President Title	4/17/2026 Date

Subscribed and sworn to before me this 17th (Day) of April, 2026 (Month, Year). I am commissioned as a notary public within the County of St. Louis, State of Missouri and my commission expires on Date 11/17/2029.

Signature of Notary Emma Grace Schock	4/17/2026 Date

Emma Grace Schock
Notary Public - Notary Seal
State of MO, St. Louis City
My Commission Expires 11/17/2029
Commission #25725718

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AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that ICS Construction Services Ltd (Business Entity Name) MEETS the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Gregory S. Zavaglia, Vice President	
Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
ICS Construction Services, Ltd	4/17/2026
Business Entity Name	Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- Enroll and participate in the E-Verify Federal Work Authorization Program (Website: http://www.dhs.gov/e-verify; Phone: 888-464-4218 Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

  AND

- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify Federal Work Authorization Program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, sub grantee's, contractor's. or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, sub grantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, sub grantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

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E-Verify™

E-VERIFY IS A SERVICE OF DHS

Company ID Number: 180132

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **ICS Construction Services, Ltd.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

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). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program 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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4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on alien employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. 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.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, 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 Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative

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nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide 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.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

   A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.

   B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- 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.
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the 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 non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

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6. The Employer understands that participation in E-Verify does not exempt the Employer from the 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, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and 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) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is 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. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer 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 access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking

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adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. 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 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 non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, 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, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption 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 non-match 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 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. 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 unfair immigration-related 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).

12. 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.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as

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authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS 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.

14. The Employer acknowledges that the information which it receives from SSA 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)), and that 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.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, 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 timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. 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) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: 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 use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate 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. Federal contractors already enrolled at the time of a contract award: 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 initiate 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 3 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 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the

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contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: 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 pursuant to 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. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: 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 do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and 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 stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the 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 subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed 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.

2. 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.

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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 tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 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. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible

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after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. 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. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

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

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all 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 employers to take

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mandatory refresher tutorials. 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 a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, 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.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU 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 Employer, or a failure on the part of the Employer to comply with established procedures 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 its performance of its contractual responsibilities.

C. 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 they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. 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 Employer, its agents, officers, or employees.

E. 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 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 Employer.

F. The Employer understands that the fact of 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).

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

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

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E-Verify™

E-VERIFY IS A SERVICE OF DHS

Company ID Number: 180132

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer ICS Construction Services, Ltd.

Gregory S Zavaglia	
Name (Please Type or Print)	Title
Electronically Signed	01/14/2009
Signature	Date

Department of Homeland Security – Verification Division

USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	01/14/2009
Signature	Date

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E-Verify™ E-VERIFY IS A SERVICE OF DHS

Company ID Number: 180132

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: ICS Construction Services, Ltd.

Company Facility Address: 2930 Market Street
Saint Louis, MO 63103

Company Alternate Address:

County or Parish: SAINT LOUIS CITY

Employer Identification Number: 431212331

North American Industry Classification Systems Code: 238

Parent Company:

Number of Employees: 100 to 499

Number of Sites Verified for: 1

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

- MISSOURI 1 site(s)

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E-Verify™

E-VERIFY IS A SERVICE OF DHS

Company ID Number: 180132

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

Name:	**Sharyn Gieseking**		
Telephone Number:	**(314) 534 - 6664 ext. 314**	Fax Number:	**(314) 534 - 6663**
E-mail Address:	**sgieseking@ics-stl.com**		
Name:	**Gregory S Zavaglia**		
Telephone Number:	**(314) 534 - 6664 ext. 309**	Fax Number:	**(314) 534 - 6663**
E-mail Address:	**gzavaglia@ics-stl.com**		
Name:	**Amanda Bergmann**		
Telephone Number:	**(314) 534 - 6664 ext. 313**	Fax Number:	**(314) 534 - 6663**
E-mail Address:	**abergmann@ics-stl.com**		

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FEDERAL WORK AUTHORIZATION PROGRAM ("E-VERIFY")

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars ($5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.

Accordingly, your company:

a) agrees to have an authorized person execute the attached "Federal Work Authorization Program Affidavit" attached hereto as Exhibit A and deliver the same to the District prior to or contemporaneously with the execution of its contract with the District;

b) affirms it is enrolled in the "E-Verify" (formerly known as "Basic Pilot") work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District. (NOTE: Department of Homeland Security offers E-Verify, an electronic program that allows employers to verify that newly hired employees are eligible to work in the US. The service is free, and employers can sign up at https://www.vis-dhs.com/EmployerRegistration/)

c) affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;

d) affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;

e) agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;

f) agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and

g) agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By: _____ (signature)

Printed Name and Title: Gregory S. Zavaglia, Vice President – Operations

For and on behalf of: ICS Construction Services, Ltd. (company name)

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STATE OF MISSOURI

John R. Ashcroft
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

INTERIOR CONSTRUCTION SERVICES, LTD.
00224966

was created under the laws of this State on the 20th day of October, 1980, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 9th day of February, 2024.

Secretary of State

Certification Number: CERT-02092024-0044

Docusign Envelope ID: 3D73F4AC-496A-8C0B-83E0-01AA69EDC3DE

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:			
ICS Construction Services Ltd			
Last Name	**First**	**Initial**	**Maiden Name**
Zavaglia	Gregory	S.	
Address (Street Name & Number)			
3409 Longfellow Blvd.			
City	**State**		**Zip Code**
St. Louis	Missouri		63104
Date of Birth (MM/DD/YYYY)		(Check all that apply to signer and company):	
06/04/1973		☒ A Citizen of the United States	
Signature	**Date**	☐ A Lawful Permanent Resident	
	4/17/2026	☐ 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.

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A - MoDOR Accepted Documentation		B - MO Driver's License		C - Other Federal Documentation
Document:_____	Or	Missouri Driver's License ☒	Or	Document:_____
Expiration: _____		Expiration: 06/04/2028		Expiration: _____

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

Signature of City Staff Person:	Print Name:	Date:

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

END: SUPPLEMENTAL BID INFORMATION

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City of Saint Charles City Hall
General Contractor Scope of Work
ADDENDUM D

The Construction Manager (CM) referred to below is Navigate Building Solutions, LLC. The Owner referred to below is the City of St. Charles, MO. The Contractor referred to below is the General Contractor. This bid package includes, but is not limited to, the following:

1. Scope shall include all work outlined by the project documents (plans and specifications) issued by JEMA, dated March 6, 2026 along with subsequent bid addenda issued by JEMA.

2. Review all drawings and specifications and accept responsibility for requirements, general notes, notes, specifications, and details as they relate to this scope of work. This Contractor and all subcontractors will be responsible to review all specifications and drawings.

3. This Contractor shall include in the Base Bid price an Unforeseen Conditions Allowance of $300,000. Allowance shall include all overhead, profit, and fees as is allowed for Change Orders in specification section 012001, Change Order Calculations. Unit prices provided on the Supplemental Bid Information form shall be used where applicable to work paid from the Allowance. Any savings to this allowance shall be reconciled via a deduct Change Order which shall include the associated overhead, profit, and fees. This allowance may only be used at the sole discretion of the Owner. This allowance may not be used to address the effects of weather conditions.

4. Contractor is aware of the potential for Liquidated Damages. Contractor shall be responsible to maintain scheduled items for the Contractor's work as included in the Master Project Schedule below. Contractor shall reference 2017 AIA 101 and AIA 201 included in the bid documents. Contractor agrees to pay the Owner, or to deduct from the Contract Sum, not as a penalty, but as liquidated damages, the amounts listed in the contract drafts provided.

5. The AIA 101 and AIA 201 contract forms will be modified from their original versions. See bid documents for the modified versions that will be used as the basis for the contract with the successful bidder. Contractor shall read and agree to these documents as part of the bid process.

6. Upon execution of this contract, this contractor must submit to the CM a detailed critical path baseline construction schedule outlining each construction activity and phase. This schedule must fall within the master project schedule outlined below and be submitted no later than ten (10) work days following execution of the contract. Contractor is required to provide updated work schedules on a weekly basis. Contractor's detailed activity schedule/critical path schedule shall adhere to the Project Master Schedule. Should the Contractor fall behind schedule by more than 5 work days due to the fault of this Contractor, the Contractor shall provide a recovery schedule to the Construction Manager within 5 days of request by the Construction Manager.

Master Project Schedule Milestone Dates:

a.	Invitation for Bid issued	March 9, 2026
b.	Pre-Bid Meeting	March 12, 2026, 10:00 AM
c.	Bid RFIs Due	7 days prior to receipt of bids
d.	Bids Due and Opening	April 9, 2026 at 2:00pm
e.	Supplemental Bid Documents Due	April 10, 2026 at 2:00pm
f.	Post-Bid Conferences, if necessary	April 13, 2026 and April 14, 2026

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g.	Council Approval of Contractor	April 21, 2026
h.	Fully Executed Contract Issued	April 29, 2026
i.	Notice to Proceed (Day 1)	On or before May 13, 2026
j.	All submittals due to Architect	Within 90 calendar days of contract award
k.	Sub. Completion/Punchlist Populated (Day _*) All Life Safety Inspections and Occupancy Inspections to be completed on or before Substantial Completion date.	* Based on Bidder's proposed duration
l.	Final Completion / Completion of Punchlist	30 calendar days after Substantial Completion
m.	Foodservice Equipment Master Schedule	
	i. Begin disconnection	One day following Temp Occupancy approval
	ii. Substantial Completion	4 weeks after Temporary Occupancy approval
	iii. Final Completion	20 calendar days after Substantial Completion

ADDENDUM D

7. The contractual project duration shall be proposed by bidders on the Bid Form. The proposed duration will be used as key criteria along with other information on the Bid Form to select and award a General Contractor. The project duration will be incorporated into the Contract between the Owner and the General Contractor.

8. Contractor accepts all risks associated with adverse weather. No time extensions will be granted related to claims of adverse weather. No claims for extra costs will be granted related to adverse weather and/or taking action to deal with adverse weather and/or the effects of adverse weather. All provisions in the A101 and A201 otherwise respecting weather are superseded by this provision, and are of no force and effect.

9. Any claims for delay to critical path activities shall be submitted to the Construction Manager within 24 hours of occurrence, identifying the event and the impacted critical path activity. The Construction Manager will review to determine if the claim will be considered a valid delay. Each day claimed shall be tracked on a log for review at the bi-weekly Owner meetings.

10. Contractor is required to provide detailed work schedule (short term schedule) on a weekly basis. Contractor's detailed work schedule shall adhere to the Master Project Schedule and the accepted contractual project duration. Contractor shall meet the requirements of the Master Project Schedule.

11. Contractor is required to hold their alternate pricing that was included in the bid form for six (6) months after the bid date, unless noted otherwise in the alternate description. Contractor will notify CM when decisions need to be made regarding the acceptance of bid alternates in order to maintain deliveries, installation, and the Master Project Schedule.

12. The Master Project Milestone Dates include all work proposed in the Bid Alternates. No time extensions will be granted for accepted Alternates.

13. Contractor shall provide required notice to the Department of Labor prior to beginning work.

14. Contractor to obtain fire alarm permit and fire sprinkler permit. Coordinate with Fire District for inspection of fire lines and fire hydrants.

15. Contractor (or its subcontractors) is responsible for all permits, if required and fees required by state, county, local, regional, and federal authorities and agencies associated with this scope of work. This Contractor is required to comply with all permit requirements and inspection requirements associated with such permits.

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This Contractor is also required to obtain a Business License from The City of St. Charles (if applicable). **THE CITY OF ST. CHARLES SHALL WAIVE ALL CITY OF ST. CHARLES PERMIT FEES FOR THIS PROJECT.**

16. Contractor must include Professional Liability and errors and omissions insurance for the design-build scopes of work that are required by specifications to designed by a professional engineer. Drawings and calculations shall be signed and sealed by a Professional Engineer registered in the State of Missouri.

17. General Contractor will install, maintain, and remove all SWPPP scope of work. Contractor will provide all SWPPP reports per MDNR standards. Provide SWPPP reports to the Construction Manager on a weekly basis and immediately following each rain event.

18. Immediately upon award, this Contractor shall submit any proposed revisions to Site Logistics Plan for review. The Owner, CM, Contractor, and Architect will meet to review and discuss site logistics and finalize an agreed upon plan of action for construction parking, office/storage containers, temporary toilets, temporary site fence, street and sidewalk closures, etc.

19. Contractor to provide an area with table and chairs within the building or at a nearby facility for OAC meetings.

20. All material must be stored inside the building or in an offsite facility. No storing of materials is allowed adjacent to the building or neighboring facilities.

21. Perform all work in accordance with OSHA standards (including OSHA 10-hour requirement). This Contractor is responsible for OSHA required safety railings (installation, maintenance and removal) including appropriate OSHA approved system for roof edge protection for all trades.

22. Provide roof hatch and ladder for roof access at the onset of construction.

23. Prior to any demolition work the Contractor shall build the demising partitions separating the neighboring building.

24. Construct a secure and theft proof temporary construction entrance at the South end of the building near the stair tower. Contractor to reconstruct area at completion to like new conditions. See Staging and Logistics Plan.

25. This contractor acknowledges and shall incorporate into their project schedule that the electrical substation in the northwest corner of the building and its associated conduits and wiring will not be deenergized and available for demolition until the 2nd quarter of 2027. Once Ameren deenergizes the substation it is this contractor's responsibility to demolish and properly dispose of the substation and its components.

26. Contractor to coordinate with Owner's abatement contractor when replacing the roof as the roof has asbestos containing material. Only the amount of roofing that can be installed in one day shall be removed ensuring a constant weather tight application. The contractor shall also remove and reinstall in the exact same location the two pad mounted jobsite cameras on the roof the same day during the roofing installation as not to interrupt the camera service.

27. Coordinate all work with the Construction Manager's representative.

28. Bi-weekly meetings at the jobsite will be held with the Construction Manager. The work of this contractor must be performed in accordance with the decision and schedules formulated at these meetings so as not to delay the work. The Contractor's Project Manager and Foreman/Superintendent must be present at these meetings. This contractor shall keep minutes of these meetings and forward to the Construction Manager for review within 3 working days after the meeting.

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29. Weekly meetings at the jobsite MUST be held with this contractor and its subcontractor's Foreman/Project Managers to coordinate installation of all systems. The Owner, Architect and the Construction Manager shall be invited to all of these meetings and will attend at their discretion. This contractor shall keep minutes of these meetings and forward to the Construction Manager for review weekly.

30. General Contractor and its HVAC, Plumbing, Fire Protection and Electrical subcontractors will be expected to coordinate below grade and above-ceiling work prior to installation, including the creation of drawing overlays to identify and address interferences prior to installation.

31. This Contractor shall provide all surveying and layout required to complete the work.

32. This contractor to ensure all neighboring property services will not be disrupted. Should there be any impact to service this work must be performed after business hours and/or during weekends.

33. This Contractor is responsible for locating all public and private utilities.

34. Take note of nearest water source and the schedule for water line installation; if no water is available on site, provide alternate means for construction water.

35. Provide barricades, signage, flagging and flagman for traffic control and public safety during the execution of the work. Coordination of all road closures (full or partial) with CM and city officials.

36. Protect adjacent properties and utilities as required during the execution of this work. Provide shoring or underpinning as required for safe excavations to meet OSHA requirements and to protect adjacent streets, sidewalks, utilities and existing structure(s). If this requires engineered shoring systems, this Contractor will provide as needed for this scope of work.

37. Provide dust control during work activities.

ADDENDUM D

38. Maintain a weather tight envelope at all times during construction.

39. Include water pumping and dewatering necessary to proceed with work being performed under this bid package. Refer to Geotechnical Reports for any anticipated groundwater. Although the geotechnical report does not identify groundwater, the contractor shall anticipate ground water. Groundwater has been identified running from the West towards the river. Please reference both geotechnical reports.

    a. Geotechnical Report Senior & Recreation Center Track by SCI dated December 2025

    b. Geotechnical Report St. Charles City Hall by SCI dated August 2024

40. This Contractor to supply, install, maintain, move and remove temporary site fence with gates for their work.

41. This Contractor is responsible for securing the building once it is reasonably possible to do with temporary or permanent measures at the close of every day. Any temporary openings in walls are to be secured at the end of the work day.

42. Provide clear delineation of all contractor parking and material staging areas. Location of all staging/trailer placement/access to be coordinated and approved by the Construction Manager. See Site Logistics Plan in bid documents.

43. Provide street cleaning to remove dirt, mud, and debris generated by the project site as needed to maintain a clean surface at existing drives and parking lots throughout the ACF District and public roads.

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44. This Contractor to cleanup all rubbish and debris from site and building on a daily basis. This includes off-site disposal of all rubbish and debris along with excess spoils, unsuitable materials, excess materials such as concrete, sand and masonry materials. Trucks or dumpsters to haul off material by this Contractor.

45. This Contractor shall furnish all dumpsters for the entire project and shall include cost to haul offsite and legally dispose of all construction rubbish and debris.

46. This Contractor shall broom clean all floors at least once a week maintain a clean, orderly and hazard-free environment, and maintain daily waste removal, organized material storage and clear access routes.

47. This Contractor shall provide a heavy construction cleaning prior to punch list creation so all surfaces can be observed by the design team. Clean exterior and interior surfaces exposed to view; remove temporary labels, stains, putty, soil, paint and foreign substances from all surfaces, including glass and painted surfaces; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roofs, gutters, and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas and rake clean other surfaces; remove trash and surplus materials from the site; clean and polish all floors; clean and polish all hardware; and repair all Work damaged during cleaning.

48. Provide final cleaning of all buildings and site prior to occupancy. Include a final interior and exterior window cleaning at a time approved by the Construction Manager in writing.

49. Contractor will provide temporary construction toilets for the project for all Contractors, visitors, etc.

50. Contractor will provide ice, cups and distribute drinking water as needed for workers performing this scope of work.

51. Provide all supervision, labor, tools, equipment and materials to complete the work.

52. Perform all unloading, loading, distribution and hoisting of materials for this scope of work.

53. Contractor is responsible for any coordination of staging or relocation for materials for this scope of work after initial unloading.

54. Full-time onsite superintendent is required when any Work is taking place.

55. This Contractor will be responsible for submitting daily logs containing the number of workers, equipment, work accomplished, daily weather, deliveries, visitors to the site, any inspections passed or failed, problems encountered, and other relevant data as may be required. These reports must be emailed to the CM daily, within 24 hours of work performance, utilizing an electronic application.

56. Contractor is solely responsible for site/project safety for this scope of work.

57. Contractor to maintain Site Specific Safety Plan which shall be completed and kept in their job trailer at all times. Site Specific Safety Plan shall be submitted to the Owner and CM prior to the start of Work.

58. Contractor to furnish first aid and safety supplies as needed for this scope of work.

59. No smoking shall be allowed inside any existing buildings that will remain in place. No smoking shall be allowed inside of the building under construction.

60. Include all caulking and sealants for all systems and materials furnished and installed on the bid documents.

61. Provide fire stop systems as required for the installation of this scope of work.

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62. Provide stenciling of rated walls according to the AHJ requirements.

63. Include wall blocking as needed for ALL toilet accessories, TV's, etc. regardless of OFCI, OFOI, or CFCI status.

64. Contractor to provide level 5 finish and compatible graphic primer at all locations where wall graphics are to be installed regardless of OFCI, OFOI, or CFCI status.

65. Contractor to provide and maintain weather protection for material and work as required by the project schedule. Contractor to also provide any cold or hot weather measures for weather sensitive materials like concrete, masonry, roofing materials, air/vapor barrier, etc. This shall include but is not limited to tenting and heating for masonry installation. Delays will not be awarded for construction activities impacted by hot/cold temperatures. If wet site conditions are hindering the progress onsite and access for trades, this Contractor shall provide temporary rock access to those areas to maintain the project schedule.

66. Soil testing, concrete testing and the Special Inspections listed on structural plans shall be performed by Owner's consultant and paid for by Owner. Contractor will assist and coordinate/schedule with the agency to perform onsite testing work as needed/required by the documents. If the agency must re-test or re-inspect for failed tests/inspections or if the Contractor fails to notify the testing agency of a cancelled test/inspection, this Contractor shall compensate the Owner for such tests.

67. The Owner may opt to utilize a third party exterior envelope testing agency and/or a third party commissioning agency. General Contractor to assist with such testing and commissioning.

68. The Contractor shall use a construction project management software program for coordination of project RFIs, submittals, change orders, etc. Contractor shall be the administrator and maintain all records in the program, and shall grant access to the Owner, CM and design team members. Include the cost associated with the use of such program. At the completion of the job, Contractor shall download and transmit to the Owner all final submittals, RFI's and meeting minutes from the software program.

69. This Contractor must prepare and make available upon request a Procurement Log for this scope of work for all long lead materials and equipment. Procurement Log must include date of order, date of confirmation of order, expected delivery date, actual delivery date, and comments noting any changes to dates and reasons for change. Procurement log will be reviewed at the bi-weekly OAC meetings. No change orders will be issued for material cost increases or impacts of tariffs that occur during the project.

70. This Contractor shall produce a submittal log at the beginning of the project that is populated with all of the required submittals for this scope of work and assign due dates for submission to the Architect and due dates for return from the Architect. This log must be submitted to the CM and Architect for review on a bi-weekly basis.

71. The Project Milestone Dates identify when all submittals shall be submitted for review. This milestone does not relieve the Contractor of completing select submittals sooner, as needed to meet the overall project schedule for installation of the work.

72. This Contractor shall organize and arrange for pre-installation meetings for this scope of work for all major scopes of work with the subcontractors and manufacturers prior to commencement of those activities and invite the Owner, Architect, and CM to all pre-installation meetings. This contractor shall keep minutes of those meetings and forward to the CM and Architect for review.

73. Provide photographs of all below slab, in slab, and in-wall rough in. Organize photos electronically and label with location. Submit 'rough in photograph' package at the end of the project. CM may ask for progress photos during project as needed for reference or coordination.

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74. This Contractor shall arrange, schedule, organize and video tape as it pertains to this scope of work all equipment start-ups and Owner Training sessions per contract documents.

75. This Contractor must populate a closeout log and submit to the CM and Architect for review to verify that all required items have been included. Once approved, this log will be used to track required closeout items prior to final payment. This contractor is highly encouraged to submit O&M requirements as soon as possible in advance of final acceptance to help eliminate delay in payment.

76. This Contractor shall be responsible for the cost of temporary utilities usage for all trades during the course of construction including but not limited to: gas, electric, sewer, water. Contractor is responsible for any backflow preventer costs/water usage costs for hydrant use.

77. Clean all HVAC coils and replace all filters with new filters at the time of building turnover to the Owner.

78. All ductwork ends to be sealed before arriving at site and seals at end of runs to be maintained.

79. This Contractor will compile for the Owner a ‘record set’ of all documents and drawings, as it pertains to this scope of work, for the project at Substantial Completion. This shall be ‘red-lined’ copies of all project changes throughout the course of the project to identify all systems as they were actually installed on the project for the Owner’s records. These must be electronically recorded and submitted to the Owner in pdf format.

80. Unit prices provided on the Bid Form and incorporated into the contract shall apply to the condition described in the unit price, regardless of which subcontractor performs the work or when the work is being performed.

81. Construction work shall only be allowed during hours permitted by the City of St. Charles and St. Charles County. If Contractor opts to work outside of those hours, they must contact the City and the County to obtain permission, and also obtain permission from Owner.

82. During the warranty period of the project, this Contractor shall document, maintain and update a Warranty Log of all warranty items, weekly, to be shared with the Client and CM. Contractor shall acknowledge the Owner’s warranty call within 4 hours and keep the Owner apprised of the resolution status. Any roof or building envelope leaks or elevator issues or any issue that interferes with regular building operations shall be considered as urgent / emergencies. Contractor to provide a 24-hour on-call service for such urgent or emergency items.

83. No change orders will be awarded for additional forming or additional concrete in overexcavated footings.

84. Coordinate work between elevator subcontractor and all other trades. Trade jurisdiction disputes are not grounds for a Change Order. If a traveling raceway is necessary for installation of electrical devices in the elevator, include it in the Bid.

85. Provide a mockup per documents of the building envelope materials and construction techniques. The mockup should reflect the project document details and be installed exactly as indicated on the drawings. The purpose of the mockup is to not only review and achieve an approval of the materials, but also to ensure the transition of the materials results in a good water tight condition. Contractor to follow the mockup guidelines outlined in the project documents. If the Contractor questions a detail provided, it should be submitted as an RFI and discussed with the project team prior to the construction of the mockup.

86. Contractor must include Professional Liability and errors and omissions insurance for the design-build scopes of work that are required by specifications to designed by a professional engineer. Drawings and calculations shall be signed and sealed by a Professional Engineer registered in the State of Missouri.

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87. Per the Phase I Environmental Site Assessment prepared by SCI Engineering dated September 5, 2024, assume all existing soil/fill haul off requires special landfill disposal and is not suitable for clean fill due to contamination.

88. This contractor shall include all preparatory paint work associated with lead paint scraping and removal as needed and use appropriate abatement and disposal procedures.

89. All structural weld final inspections to occur after AESS process is completed.

90. Remove and dispose of all office cubicles, furniture, drawers, cabinets, etc. Include electrical disconnect of cubicles.

91. This contractor is responsible for removing the kitchen equipment from the current facility, transporting, storing, and installing in the new kitchen. Coordinate and implement appropriate MEPFS configurations along with correct sizes and locations for all points of connection for all kitchen equipment.

92. See interior paint stripping at brick mock up and include tuckpointing as required.

93. Main Street, Main Center, and 2nd Street improvements are to potentially begin May 2026. Offsite parking may be required during this time and any associated costs are the responsibility of this contractor.

94. This contractor to coordinate with all Streets project and City Hall project.

ADDENDUM D

95. All spoils generated by this project shall be hauled off site by this Contractor. For bidding purposes assume the soil will not be suitable as clean fill; assume that it is contaminated and requires special handling to a landfill that accepts such material. If the Owner's third-party testing agency determines that any onsite soil is suitable to export as clean fill, costs will be adjusted using unit prices provided with the Bid. See revised Supplemental Bid Form in Addendum D.

96. Include the following in the base bid for soil remediation and subsurface conditions:

    a. For footings, excavate to 3' below the bottom of footing. Utilize lean concrete from the bottom of excavation to the bottom of footing. Beyond that point, utilize structural fill as defined in the geotechnical report and as approved by Materials Testing and Inspections Agency.

    b. At elevator pits, remove 2' below the bottom the elevator footings. Extend removal 2' beyond the outside edge of the elevator footings. Replace with structural fill as defined in the geotechnical report and as approved by Materials Testing and Inspections Agency.

97. If the Materials Testing and Inspections Agent determines that more or less remediation is needed than what is included above, the difference shall be addressed with an add or credit Change Order using the unit prices in on the Supplemental Bid Information Form. In such case, unit quantities must be tracked by the Contractor and confirmed by the Materials Testing and Inspections Agency.

98. Contractor is to provide, install, maintain, and adjust to accommodate neighboring construction when needed chain link fencing on stands with sandbags along the North side of the property to perform this contractor's work when applicable.

99. The sanitary line in the building is currently not tied-in and cannot be used until 4th quarter of 2026.

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City of St. Charles Rec and Senior Center
Change Order Calculations

The maximum that will be allowed for overhead and profit on changes in work shall be as follows, expressed as a percentage of the basic cost of the change. The allowable percentages for profit or overhead may be less, depending on the nature, extent or complexity of the change, where the percentage is not commensurate with the responsibility and administration involved (such as the Contractor merely processing substantial Change Order to a Subcontractor) but in no event shall they exceed the following:

To the Contractor and/or its Subcontractor for work performed with their own forces 12%
To the Contractor for work performed by other than its own forces 5%
To the Subcontractor/Supplier for work performed with their own forces 12%
To the Subcontractor/Supplier for work performed by other than its own forces 5%

Not more than above specified percentages for overhead, bond, insurance, profit and commission will be allowed to be added to the basic cost, regardless of the number of tiers of Contractors, Subcontractors or Sub-subcontractors.

The burden on labor may be indicated as a dollar/cents addition to the hourly rate or may be expressed as a percentage of the extended hourly rate costs. If required by the Owner, the Contractor shall provide a detailed breakdown to justify the labor burden. The Owner reserves the right to reject any labor burden which is inconsistent with other similar contractors or where the cost of fringe benefits are in excess of established labor agreements.

Material, equipment, and supply costs shall be quoted at the actual cost to the Contractor, or Subcontractor. Upon request, the Contractor (or Subcontractor) shall submit evidence to substantiate the costs. Said costs shall be quoted at trade discount prices, with quantity discounts also applied where the quantities warrant. In any proposal with material, equipment and supply credit, the credit shall be based on the actual Contract cost of the material (including trade and quantity discounts) less any charges actually incurred for handling or returning a material which has been delivered.

The percentages allowed for overhead and profit herein shall be deemed to include, and no further addition allowed the Contractor, Subcontractor or Sub-subcontractors for: (1) field and office supervision and administration, including the field superintendent and non-working foremen; (2) general insurance; (3) use or replacement of tools; (4) shop burden; (5) engineering costs; (6) performance (guaranty) and labor/material payment bonds; (7) cost of safety measure (including those imposed by OSHA); (8) permits, unless a new permit type is required; (9) warranty work.

Cost changes shall be computed by determining the basic costs enumerated below (as further specified under this Subparagraph), to which the overhead may be added, then the profit figure may be added, and finally adding the sales tax on materials if allowable.

For changes in the Work, the cost shall be determined as provided under this section. The Contractor shall submit an itemized list of quantities with the applicable unit costs and extended price for each, in such form and detail as required by the Owner. As a minimum, the detailed breakdown shall include and indicate the items enumerated below. Items (a) and (b) constitute the cost of labor, and items (a), (b), (c) and (d) constitute the basic costs referred to under this section.

a)Labor costs, itemized by each trade involved, showing the hourly rates for each, and the hours required for the change. Labor rates shall be the same for extra and credit computations and shall be the actual rate paid the workmen in accordance with established management labor agreements.
b)Burden on labor, which shall be only the actual costs of mandatory fringe benefits required by established agreements, taxes on labor, worker's or workmen's compensation, insurance on labor

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as affected by payroll, unemployment taxes and insurance, including FICA and FUTA. No other costs will be allowed as burden on labor.
c)Quantities of materials, equipment, and supplies, at their actual costs, with unit costs indicated.
d)The cost of subcontracted work, computed in the same way as provided for under this section.
e)Overhead, profit and commission as set forth herein.
f) Applicable sales tax on materials, added after the above computations are complete.

Subcontractors (or Sub-subcontractors) shall compute their costs in the same way and are subject to the same conditions of what may be included in the cost and the same maximum percentages for overhead and profit. To the Subcontractor's price, the Contractor may add up to a maximum of five percent (5%). For changes involving work of the Contractor with its own forces and work by a Subcontractor (or Sub-subcontractor), the commission shall be applied directly to the Subcontractor's price, with the overhead and profit figure applied only to the Work the Contractor performs with its own forces.

For changes involving both extra and credit amounts, the overhead and profit, or commission, shall be applied only to net difference where the extra exceeds the credit.

For changes resulting in a credit in the basic costs, a reasonable allowance for overhead, profit or commission may be required to be credited to the Owner, as approved by the Owner. In general, no credit for overhead, profit or commission will be required where the net change credit is minor or where the Change in Work indicates it is reasonable that no credit be allowed to the Owner due to the effort, cost or responsibility of the Contractor. In the event of substantial subcontract credits or for Work the Contractor does not provide or perform, a reasonable overhead, profit or commission credit shall be allowed to the Owner, as determined by the Owner.

Contractor may be directed to proceed in writing by the Owner or Owner Representative on a time and material basis for a change. In such case, the Contractor must notify Owner Representative when work is beginning, when it is complete and daily tickets must be submitted as backup documentation. Daily tickets to be signed daily and verified by the Contractor’s onsite superintendent and submitted daily to the Owner Representative. Any change order request submitted without these daily signed tickets will be rejected and will not be compensated.

Additional scope that is authorized to be completed on a T&M basis on behalf of the Owner, shall be documented as follows:

a) Contractor shall issue daily tickets identifying hours worked, classification of worker, materials used, internally or externally rented equipment, and subcontractors utilized.
b) The additional scope should be delineated from the base bid scope.
c) Hours worked shall be verified by the General Contractor’s Superintendent and/or Authorized Owner’s Representative and indicated by signature on daily work tickets.
d) There should be a separate ticket for each day that additional scope of work takes place.
e) Unit costs, material costs and rental rates will be evaluated according to typical market value.
f) The contractor is responsible for expending costs with the Owner’s best interest in mind.

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A000	COVER SHEET	4/10/2026	B, C, D
S000	STRUCTURAL COVER SHEET	3/6/2026	
S010	GENERAL NOTES	3/6/2026	
S011	GENERAL NOTES	3/6/2026	
S012	GENERAL NOTES	3/6/2026	
S020	TYPICAL DETAILS - FOUNDATION	3/6/2026	
S021	TYPICAL DETAILS - FOUNDATION	3/6/2026	
S030	TYPICAL DETAILS - STEEL	3/6/2026	
S031	TYPICAL DETAILS - STEEL	3/6/2026	
S032	TYPICAL DETAILS - STEEL	3/6/2026	
S040	TYPICAL DETAILS - WOOD	3/6/2026	
S050	TYPICAL DETAILS - MASONRY	3/6/2026	
S101	LEVEL 1 FOUNDATION PLAN	3/6/2026	
S101-A	LEVEL 1 FOUNDATION PLAN - AREA A	3/6/2026	
S101-B	LEVEL 1 FOUNDATION PLAN - AREA B	3/6/2026	
S101M	MEZZANINE FRAMING PLAN	3/6/2026	
S101M-A	MEZZANINE FRAMING PLAN - AREA A	4/2/2026	C
S101M-B	MEZZANINE FRAMING PLAN - AREA B	3/6/2026	
S102	LEVEL 2 FRAMING PLAN	3/6/2026	
S102-A	LEVEL 2 FRAMING PLAN - AREA A	4/2/2026	C
S102-B	LEVEL 2 FRAMING PLAN - AREA B	3/6/2026	
S103	ROOF FRAMING PLAN	3/6/2026	
S103-A	ROOF FRAMING PLAN - AREA A	3/6/2026	
S103-B	ROOF FRAMING PLAN - AREA B	3/6/2026	
S110	ENLARGED FOUNDATION AND FRAMING PLANS	3/6/2026	
S111	ENLARGED CANOPY FOUNDATION AND FRAMING PLANS	4/2/2026	C
S112	CANOPY FRAMING DETAILS	3/6/2026	
S113	AESS FRAMING VIEWS	3/6/2026	
S301	FOUNDATION SECTIONS	3/6/2026	
S302	FOUNDATION DETAILS	3/6/2026	
S401	MEZZANINE FRAMING DETAILS	3/6/2026	
S402	FRAMING SECTIONS	3/6/2026	
S403	FRAMING SECTIONS	4/2/2026	C
S500	BRACED FRAME ELEVATIONS AND DETAILS	4/2/2026	C
S600	COLUMN BASE PLATE DETAILS	3/6/2026	
S601	COLUMN BASE PLATE DETAILS	3/6/2026	
A001	SYMBOLS, ABBREVIATIONS & DIAGRAMS	1/30/2026	
A002	GENERAL NOTES	3/26/2026	B
A003	ACCESSIBILITY GUIDELINES	1/30/2026	
A004A	LIFE SAFETY PLAN & INFO	1/30/2026	
A005	BID ALTERNATE DIAGRAM	4/2/20226	C

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AD101	DEMOLITION PLAN - LEVEL 1	3/13/2026	A
AD102	DEMOLITION PLANS - LEVEL 2	3/26/2026	B
AD103	DEMOLITION PLAN - ROOF	4/10/2026	D
AD104	DEMOLITION EXTERIOR ELEVATIONS	1/30/2026	
AD105	DEMOLITION INTERIOR ELEVATIONS	1/30/2026	
A100	ARCHITECTURAL SITE / ROOF PLAN	4/10/2026	C, D
A101	FLOOR PLAN - LEVEL 1	1/30/2026	
A101M	FLOOR PLAN - LEVEL 1 MEZZANINE	4/2/20226	C
A102	FLOOR PLAN - LEVEL 2	4/2/20226	C
A111	RCP - LEVEL 1	4/2/20226	C
A111M	RCP - LEVEL 1 MEZZANINE	4/2/20226	A, C
A112	RCP - LEVEL 2	4/2/20226	B, C
A120	FINISH LEGEND	4/10/2026	A, B, D
A121	FINISH PLAN - LEVEL 1	4/14/2026	B, C, E
A121M	FINISH PLAN - LEVEL 1 MEZZANINE	4/14/2026	C, E
A122	FINISH PLAN - LEVEL 2	3/26/2026	B, C, E
A131	FURNITURE, FIXTURES, & EQUIPMENT PLAN - LEVEL 1	4/2/20226	C
A132	FURNITURE, FIXTURES, & EQUIPMENT PLAN - LEVEL 2	4/2/20226	C
A141	SIGNAGE PLAN - LEVEL 1	4/14/2026	E
A141M	SIGNAGE PLAN - LEVEL 1 MEZZANINE	1/30/2026	
A142	SIGNAGE PLAN - LEVEL 2	4/14/2026	E
A201	ELEVATIONS - EXTERIOR	4/14/2026	C, E
A202	ELEVATIONS - EXTERIOR - LANDMARKS	4/2/20226	C
A300	BUILDING SECTIONS	4/2/20226	C
A310	WALL SECTIONS	4/2/20226	C
A311	WALL SECTIONS	4/2/20226	C
A312	WALL SECTIONS	4/2/20226	C
A400	ENLARGED FLOOR PLANS & ELEVATIONS - LOCKER ROOM	3/26/2026	B, C
A401	ENLARGED FLOOR PLANS & ELEVATIONS- RR	1/30/2026	
A402	ENLARGED FLOOR PLANS & ELEVATIONS - KITCHEN & RR	4/14/2026	E
A403	ELEVATIONS - INTERIOR	4/15/2026	C, F
A404	ELEVATIONS - INTERIOR	4/14/2026	E
A405	ELEVATIONS - INTERIOR	4/10/2026	C, D
A406	ELEVATIONS - INTERIOR	4/14/2026	B, C, E
A410	ELEVATIONS - GLAZING SYSTEMS	4/2/20226	C
A501	EXTERIOR PLAN DETAILS	4/14/2026	E
A510	EXTERIOR SECTION DETAILS	4/14/2026	C, E
A511	EXTERIOR SECTION DETAILS	4/14/2026	C, E
A512	EXTERIOR SECTION DETAILS	4/10/2026	C, D
A513	EXTERIOR SECTION DETAILS	4/14/2026	E
A520	VERTICAL CIRCULATION - PLAN, SECTION & DETAILS	4/10/2026	C, D

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A521	VERTICAL CIRCULATION - PLAN, SECTION & DETAILS	4/2/20226	C
A522	VERTICAL CIRCULATION - PLAN, SECTION & DETAILS	4/2/20226	C
A523	VERTICAL CIRCULATION - PLAN, SECTION & DETAILS	4/2/20226	C
A524	VERTICAL CIRCULATION - PLAN, SECTION & DETAILS	4/14/2026	E
A525	ENTRY CANOPY PLANS, ELEVATION & DETAILS	4/14/2026	C, E
A526	INTERIOR DETAILS	1/30/2026	
A527	INTERIOR DETAILS	3/26/2026	B, C
A528	INTERIOR DETAILS	3/26/2026	B, C
A529	CASEWORK DETAILS	4/10/2026	C, D
A530	CASEWORK DETAILS	4/2/20226	C
A531	CASEWORK - 3D, PLAN, SECTION & DETAILS	1/30/2026	
A532	CASEWORK - 3D, PLANS, SECTIONS, & DETAILS	1/30/2026	
A600	PARTITION SCHEDULE & DETAILS	1/30/2026	
A605	DOOR SCHEDULE / DOOR, FRAME AND WINDOW TYPES	1/30/2026	
A701	EXTERIOR RENDERINGS	4/2/20226	C
A702	INTERIOR RENDERINGS	1/30/2026	
FP000	FIRE PROTECTION TITLE SHEET	4/14/2026	C, E
FP201	RCP - LEVEL 1 - FIRE PROTECTION	1/30/2026	
FP201M	RCP - LEVEL 1 MEZZANINE - FIRE PROTECTION	1/30/2026	
FP202	RCP - LEVEL 2 - FIRE PROTECTION	1/30/2026	
P000	PLUMBING TITLE SHEET	1/30/2026	
PD101	DEMOLITION PLAN - LEVEL 1 - PLUMBING	4/2/20226	C
PD101M	DEMOLITION PLAN - LEVEL 1 MEZZANINE - PLUMBING	1/30/2026	
PD102	DEMOLITION PLAN - LEVEL 2 - PLUMBING	1/30/2026	
P200	UNDERGROUND PLAN - PLUMBING	4/14/2026	C, E
P201	FLOOR PLAN - LEVEL 1 - PLUMBING	1/30/2026	
P201M	FLOOR PLAN - LEVEL 1 MEZZANINE - PLUMBING	4/2/20226	C
P202	FLOOR PLAN - LEVEL 2 - PLUMBING	4/2/20226	C
P203	ROOF PLAN - PLUMBING	1/30/2026	
P301	PLUMBING ISOMETRICS	4/2/20226	C
P501	PLUMBING DETAILS	1/30/2026	
M000	MECHANICAL TITLE SHEET	4/14/2026	E
MD102	DEMOLITION CEILING PLAN - LEVEL 2 - MECHANICAL	1/30/2026	
MD103	DEMOLITION ROOF PLAN - MECHANICAL	1/30/2026	
M201	CEILING PLAN - LEVEL 1 - MECHANICAL	4/10/2026	D
M201M	CEILING PLAN - LEVEL 1 MEZZANINE - MECHANICAL	1/30/2026	
M202	CEILING PLAN - LEVEL 2 - MECHANICAL	4/14/2026	E
M203	ROOF PLAN - MECHANICAL	4/14/2026	D, E
M301	MECHANICAL - ACCUREX REFERENCE DRAWINGS	4/14/2026	D, E
M302	MECHANICAL - ACCUREX REFERENCE DRAWINGS	4/14/2026	D, E
M303	MECHANICAL - ACCUREX REFERENCE DRAWINGS	4/14/2026	D, E

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M305	MECHANICAL - ACCUREX REFERENCE DRAWINGS	4/14/2026	D, E
M306	MECHANICAL - ACCUREX REFERENCE DRAWINGS	4/14/2026	D, E
M307	MECHANICAL - ACCUREX REFERENCE DRAWINGS	4/14/2026	D, E
M308	MECHANICAL - ACCUREX REFERENCE DRAWINGS	4/14/2026	D, E
M309	MECHANICAL - ACCUREX REFERENCE DRAWINGS	4/14/2026	D, E
M501	MECHANICAL DETAILS	1/30/2026	
M502	MECHANICAL DETAILS	4/14/2026	E
M601	MECHANICAL SCHEDULES	1/30/2026	
M602	MECHANICAL SCHEDULES	1/30/2026	
E000	ELECTRICAL TITLE SHEET	3/26/2026	B
ED101	DEMOLITION PLAN - LEVEL 1	4/14/2026	E
ED102	DEMOLITION PLAN - LEVEL 2	1/30/2026	
ED103	DEMOLITION PLAN - ROOF	1/30/2026	
E200	SITE PLAN - ELECTRICAL	4/2/20226	C
E201	FLOOR PLAN - LEVEL 1 - POWER	4/14/2026	B, D, E
E201M	FLOOR PLAN - LEVEL 1 MEZZANINE - POWER	4/14/2026	B, D, E
E202	FLOOR PLAN - LEVEL 2 - POWER	4/14/2026	B, D, E
E203	ROOF PLAN - POWER	4/14/2026	D, E
E301	RCP - LEVEL 1 - LIGHTING	4/14/2026	B, C, D, E
E301EG	RCP - LEVEL 1 - EGRESS PHOTOMETRIC	1/30/2026	
E301M	RCP - LEVEL 1 MEZZANINE - LIGHTING	4/10/2026	B, D
E301MEG	RCP - LEVEL 1 MEZZANINE - EGRESS PHOTOMETRIC	1/30/2026	
E302	RCP - LEVEL 2 - LIGHTING	4/10/2026	D
E302EG	RCP - LEVEL 2 - EGRESS PHOTOMETRIC	1/30/2026	
E401	ENLARGED FLOOR PLANS	4/14/2026	B, D, E
E501	ELECTRICAL RISER DIAGRAM	4/2/20226	B, C
E502	ELECTRICAL DETAILS	4/14/2026	B, D, E
E601	ELECTRICAL SCHEDULES	3/26/2026	B
T101	FLOOR PLAN - LEVEL 1 - SYSTEMS	4/14/2026	B, D, E
T102	FLOOR PLAN - LEVEL 1 MEZZANINE - SYSTEMS	4/14/2026	B, D, E
T103	FLOOR PLAN - LEVEL 2 - SYSTEMS	4/14/2026	B, D, E
T104	ROOF PLAN - SYSTEMS	1/30/2026	
T501	LOW VOLTAGE DETAILS	3/26/2026	B
T502	LOW VOLTAGE DETAILS	1/30/2026	
T503	LOW VOLTAGE DETAILS	3/26/2026	B
FSE-1	FOOD SERVICE EQUIPMENT PLAN	1/30/2026	

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3100.1	INSTRUCTIONS TO BIDDERS		
3100.2	LABOR FORMS AND INFORMATION		
3100.3	EXISTING CONDITION INFORMATION		
3100.4	GEOTECHNICAL DATA		
3101	GENERAL CONTRACTOR SCOPE OF WORK	4/10/2026	A,C, D
3102	SITE LOGISTICS PLAN	4/10/2026	D
4100	BID FORM	4/2/2026	C
4101	SUPPLIMENTAL BID FORM	4/10/2026	D
6000	AIA A101, A201 Documents	4/10/2026	D
11000	SUMMARY		
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12300	SUBSTITUTION PROCEDURES	3/26/2026	B
12500	SUBSTITUTION PROCEDURES		
13100	PROJECT MANAGEMENT AND COORDINATION		
13200	CONSTRUCTION PROGRESS DOCUMENTATION		
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14000	QUALITY REQUIREMENTS		
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16000	PRODUCT REQUIREMENTS	3/13/2026	A
17000	EXECUTION AND CLOSEOUT REQUIREMENTS	3/13/2026	A
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17419	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL	3/13/2026	A
17700	CLOSEOUT PROCEDURES	3/13/2026	A
17839	PROJECT RECORD DOCUMENTS		
17900	DEMONSTRATION AND TRAINING	3/13/2026	A
19113	GENERAL COMMISSIONING REQUIREMENTS		
24116	STRUCTURE DEMOLITION		
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24296	HISTORIC REMOVAL AND DISMANTLING		
30130	MAINTENANCE OF CAST-IN-PLACE CONCRETE		
33000	CAST-IN-PLACE CONCRETE		
35413	GYPSUM CEMENT UNDERLAYMENT		
40110	MASONRY CLEANING		
40120.63	BRICK MASONRY REPAIR	3/26/2026	A, B
40120.64	BRICK MASONRY REPOINTING		
40140.61	STONE REPAIR		

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40140.62	STONE REPOINTING		
40326	HISTORIC TERRA COTTA UNIT MASONRY REPAIR		
40327	HISTORIC TERRA COTTA UNIT MASONRY REPOINTING		
42000	UNIT MASONRY		
42200	VITRFIED CLAY WALL COPING		
47200	CAST STONE MASONRY		
50371	HISTORIC DECORATIVE METAL CLEANING		
50372	HISTORIC DECORATIVE METAL REPAIR		
50373	HISTORIC DECORATIVE METAL REFINISHING		
50374	HISTORIC DECORATIVE METAL REPLICATION		
50383	HISTORIC CAST IRON REPAIR		
51200	STRUCTURAL STEEL		
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53100	STEEL DECKING		
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55113	METAL PAN STAIRS		
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57000	DECORATIVE METAL	3/26/2026	B
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62023	INTERIOR FINISH CARPENTRY		
64023	INTERIOR ARCHITECTURAL WOODWORK		
64100	ARCHITECTURAL WOOD CASEWORK	3/26/2026	B
64216	FLUSH WOOD PANELING		
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72119	FOAMED-IN-PLACE INSULATION		
74113.16	STANDING-SEAM METAL ROOF PANELS		
75113	BUILT-UP ASPHALT ROOFING		
76200	SHEET METAL FLASHING AND TRIM		
77200	ROOF ACCESSORIES		
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79500	EXPANSION CONTROL FLOOR COVERS		
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81416	FLUSH WOOD DOORS		
83113	ACCESS DOORS AND FRAMES		
83313	COILING COUNTER DOORS		
83323	OVERHEAD COILING DOORS		
84313	ALUMINUM-FRAMED STOREFRONTS		
87100	DOOR HARDWARE		
87113	POWER DOOR OPERATORS		
88000	GLAZING		
88300	MIRRORS		
92116.23	GYPSUM BOARD SHAFT WALL ASSEMBLIES		
92216	NON-STRUCTURAL METAL FRAMING		
92900	GYPSUM BOARD	4/10/2026	D
93013	CERAMIC TILING		
95000	METAL PANEL SUSPENDED CEILINGS & WALLS		
95113	ACOUSTICAL PANEL CEILINGS		
95423	LINEAR METAL CEILINGS		
95426	SUSPENDED WOOD CEILINGS		
95436	SUSPENDED DECORATIVE GRIDS		
95446	FABRIC-WRAPPED CEILING PANELS		
96400	WOOD FLOORING	3/26/2026	B
96513	RESILIENT BASE AND ACCESSORIES		
96516	RESILIENT SHEET FLOORING		
96519	RESILIENT TILE AND PLANK FLOORING		
96566	RESILIENT ATHLETIC FLOORING		
96723	RESINOUS FLOORING		
96813	TILE CARPETING		
97200	WALL COVERINGS	4/10/2026	D
98433	SOUND-ABSORBING WALL UNITS		
98436	SOUND-ABSORBING CEILING UNITS		
99113	EXTERIOR PAINTING		
99123	INTERIOR PAINTING		
99300	STAINING AND TRANSPARENT FINISHING		
101100.1	VISUAL DISPLAY UNIT	4/14/2026	E
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101423.2	ROOM-IDENTIFICATION PANEL SIGNAGE		
102113.2	PLASTIC-LAMINATE-CLAD TOILET COMPARTMENTS	4/10/2026	D
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102600	WALL AND DOOR PROTECTION		

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104413	FIRE PROTECTION CABINETS		
104416	FIRE EXTINGUISHERS		
105100	LAMINATE LOCKERS	4/2/2026	C
105613	METAL STORAGE SHELVING		
113013	RESIDENTIAL APPLIANCES		
114000	FOODSERVICE EQUIPMENT	4/10/2026	D
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123216	MANUFACTURED PLASTIC-LAMINATE-CLAD CASEWORK		
123623.1	PLASTIC-LAMINATE-CLAD COUNTERTOPS		
123661	SIMULATED STONE COUNTERTOPS		
142123.2	MACHINE ROOM-LESS ELECTRIC TRACTION PASSENGER ELEVATORS		
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210523	GENERAL-DUTY VALVES FOR WATER-BASED FIRE-SUPPRESSION PIPING		
210529	HANGERS AND SUPPORTS FOR FIRE-SUPPRESSION PIPING AND EQUIPMENT		
210553	IDENTIFICATION FOR FIRE-SUPPRESSION PIPING AND EQUIPMENT		
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220529	HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT		
220548	VIBRATION AND SEISMIC CONTROLS FOR PLUMBING PIPING AND EQUIPMENT		
220553	IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT		
220593	TESTING, ADJUSTING, AND BALANCING FOR PLUMBING		
220719	PLUMBING PIPING INSULATION		
221116	DOMESTIC WATER PIPING		
221119	DOMESTIC WATER PIPING SPECIALTIES		
221316	SANITARY WASTE AND VENT PIPING		
221319	SANITARY WASTE PIPING SPECIALTIES		
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223300	ELECTRIC, DOMESTIC-WATER HEATERS		
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224216.2	COMMERCIAL SINKS		
224713	DRINKING FOUNTAINS		
230593	TESTING, ADJUSTING, AND BALANCING FOR HVAC		
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233346	FLEXIBLE DUCTS		
233400	HVAC FANS		
233600	AIR TERMINAL UNITS		
233713.1	AIR DIFFUSERS		
233713.2	REGISTERS AND GRILLES		
237416.1	PACKAGED, LARGE-CAPACITY, ROOFTOP AIR-CONDITIONING UNITS		
238126	SPLIT-SYSTEM AIR-CONDITIONERS		
238239.2	WALL AND CEILING UNIT HEATERS		
260010	SUPPLEMENTAL REQUIREMENTS FOR ELECTRICAL		
260519	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES		
260526	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS		
260529	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS		
260533.1	CONDUITS FOR ELECTRICAL SYSTEMS		
260533.2	BOXES AND COVERS FOR ELECTRICAL SYSTEMS		
260553	IDENTIFICATION FOR ELECTRICAL SYSTEMS		
260573.1	SHORT CIRCUIT STUDIES		
260573.2	COORDINATION STUDIES		
260573.2	ARC-FLASH HAZARD ANALYSIS		
262213	LOW VOLTAGE DISTRIBUTION TRANSFORMERs		
262416	PANELBOARDS		
262726	WIRING DEVICES		
262813	FUSES		
262816	ENCLOSED SWITCHES AND CIRCUIT BREAKERS		
265119	LED INTERIOR LIGHTING		
271100	COMMUNICATIONS EQUIPMENT ROOM FITTINGS		
271300	COMMUNICATIONS BACKBONE		
271500	COMMUNICATIONS HORIZONTAL CABLING		
274100	AUDIO VISUAL SYSTEMS		
282300	VIDEO SURVEILLANCE AND ACCESS CONTROL	3/26/2026	B
284621.1	ADDRESSABLE FIRE-ALARM SYSTEMS		

APPENDIX:

A.) STRUCTURAL CALCULATIONS

B.) LOAD TESTING LETTER

Docusign Envelope ID: 3D73F4AC-496A-8C0B-83E0-01AA69EDC3DE

St. Charles Rec Senior Center
EXHIBIT F - CONTRACT DOCUMENT LOG

Addenda	Issued
Addendum A	3/13/2026
Addendum B	3/26/2026
Addendum C	4/2/2026
Addendum D	4/10/2026
Addendum E	4/14/2026
Addendum F	4/15/2026

Certificate Of Completion

Envelope Id: 3D73F4AC-496A-8C0B-83E0-01AA69EDC3DE
Status: Sent
Subject: Please DocuSign: Yellow-CRS-Electronic Routing_24ENG1_City Centre_ICS
Source Envelope:
Document Pages: 120
Signatures: 7
Certificate Pages: 3
Initials: 5
AutoNav: Enabled
Comments: yes
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

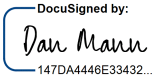
Envelope Originator:
Grace Capritta
200 N Second St
Saint Charles, MO, MO 63301
grace.capritta@stcharlescitymo.gov
IP Address: 35.130.51.195

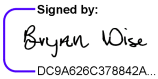
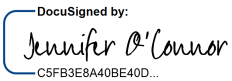
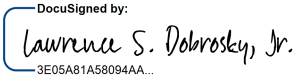
Record Tracking

Status: Original
4/28/2026 8:38:00 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:  147DA4446E33432... Signature Adoption: Pre-selected Style Using IP Address: 129.228.59.172 Signed using mobile	Sent: 4/28/2026 8:44:41 AM Viewed: 4/28/2026 9:11:36 AM Signed: 4/28/2026 9:12:01 AM
Willie Hantack William.Hantack@stcharlescitymo.gov Audit & Accounting Manager City of Saint Charles, MO Signing Group: Senior Financial Analysts Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DS Signature Adoption: Uploaded Signature Image Using IP Address: 140.141.255.148	Sent: 4/28/2026 9:12:04 AM Viewed: 4/28/2026 11:45:18 AM Signed: 4/29/2026 12:49:47 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: 4/29/2026 12:49:51 PM Viewed: 4/29/2026 12:50:20 PM Signed: 4/29/2026 12:55:24 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: 4/29/2026 12:55:29 PM Resent: 4/30/2026 8:30:56 AM Viewed: 4/30/2026 8:34:55 AM Signed: 4/30/2026 8:36:04 AM

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:  DC9A626C378842A... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 4/30/2026 8:36:10 AM Viewed: 4/30/2026 10:54:26 AM Signed: 4/30/2026 10:55:57 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: 4/30/2026 10:56:03 AM Viewed: 4/30/2026 10:58:47 AM Signed: 4/30/2026 10:59:01 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: 2607:fb90:39a3:929:1886:dc45:6a03:be7d Signed using mobile	Sent: 4/30/2026 10:59:08 AM Viewed: 4/30/2026 11:07:31 AM Signed: 4/30/2026 11:07:53 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: 4/30/2026 11:08:00 AM Viewed: 4/30/2026 11:12:14 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: 4/30/2026 10:59:07 AM Viewed: 4/30/2026 11:02:24 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	4/28/2026 8:44:41 AM
Envelope Updated	Security Checked	4/29/2026 3:03:32 PM

Payment Events	Status	Timestamps

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 5/5/2026
Regular ☒ Special ☐ Work Session ☐
ATTACHMENT: YES ☒ NO ☐
Report ☒ Resolution ☐ Ordinance ☐

Bill # N/A

Request for Council Action

Ward(s): 7 **Sponsor(s):** N.A.

Description:
Case No. SUB-2026-01. (Deerfield Village Titleholder, LLC) An application for a Preliminary Plat for five (5) lots for manufactured/modular homes at the existing Deerfield Village Mobile Home Park, within the R-M/WHP Manufactured/Modular Residential District within the Wellhead Protection District. The property is approximately sixty (60) acres overall, located on the north side of Elm Point Road. This property is located in Ward 7.

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 approval of a Preliminary Plat to create five (5) additional lots for manufactured/modular homes within the existing Deerfield Village Mobile Home Park, located directly north of Elm Point Road. The proposed lots are compliant with the design standards of the R-M Manufactured/Modular Residential District. Per the submitted preliminary plat, all applicable standards for both the floodplain and wellhead will continue to be adhered to.

The Planning and Zoning Commission considered this item at their April 13, 2026 meeting where the applicant and property owner addressed the Commission. There were no public speakers during this application. The Commission forwarded a recommendation for approval to the City Council (10 in favor, 0 opposed).

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

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

AGENDA ITEM #5

STAFF REPORT
SUBDIVISION NO. SUB-2026-01
DEERFIELD VILLAGE

APRIL 13, 2026
BY MADELYN P. BROWN

APPLICANT/OWNER:	Deerfield Village Titleholder, LLC 303 West Madison Street, Suite 1500 Chicago, IL 60606
ADDRESS/LOCATION:	1 Deerfield Drive Ward 7
ACERAGE:	Approximately 60 acers (overall) tract of land
ZONING:	R-M/WHP Manufactured/Modular Residential District within the Wellhead Protection District
REQUEST:	Five (5) Manufactured/Modular Lots

REQUEST

The applicant is requesting approval of a Preliminary Plat to create five (5) additional lots for manufactured/modular homes within the existing Deerfield Village Mobile Home Park, located directly north of Elm Point Road. The proposed lots are compliant with the design standards of the R-M Manufactured/Modular Residential District.

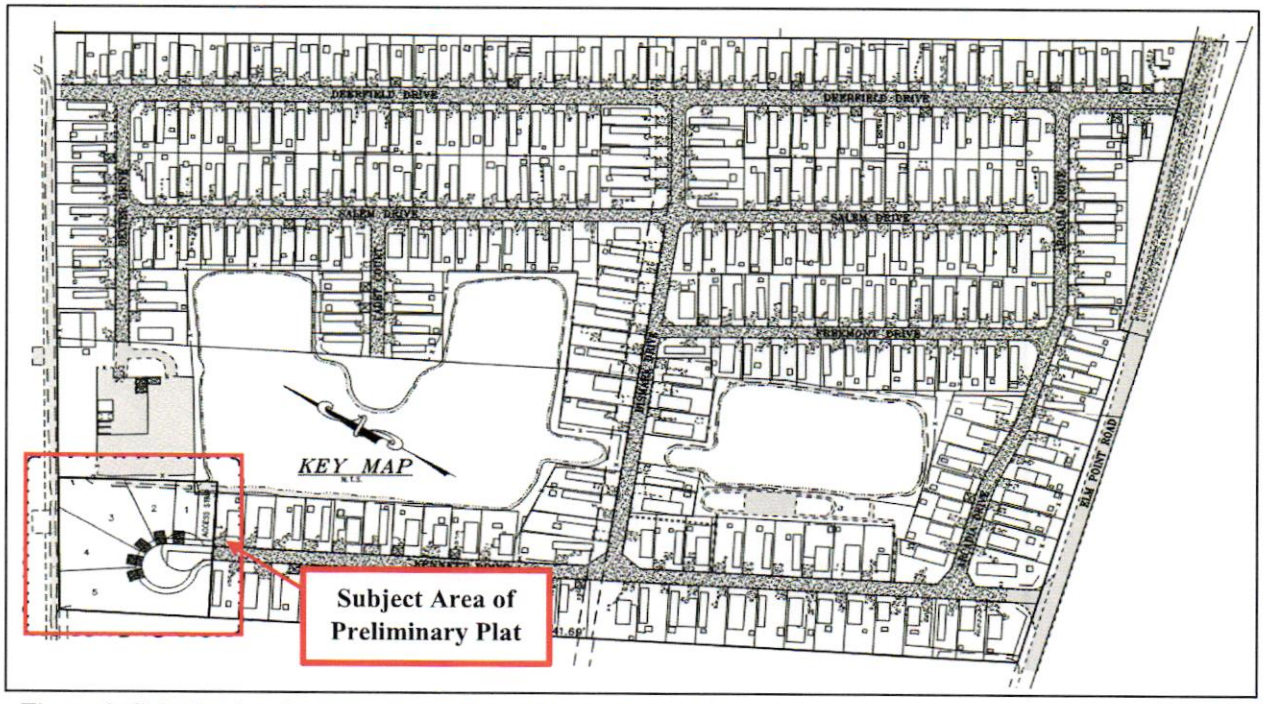


Figure 1: Submitted preliminary plat with subject area identified.

This portion of the property is currently vacant, with the exception of an existing cul-de-sac at the terminus of Kennett Drive, and remained undeveloped due to plans for potential expansion of the Deerfield property onto the adjacent parcel to the west, which would have extended Kennett Drive. Following the transfer of ownership of the existing Deerfield property and the discontinuation of immediate plans. The applicant is now proceeding with this Preliminary Plat to eliminate potential access points and create additional residential lots.

Transportation

As indicated above, Kennett Drive will provide access to the proposed lots. The existing cul-de-sac is to be expanded in order to meet fire truck apparatus requirements. The Fire and Engineering Departments have reviewed this proposal and have indicated the revised design provides adequate access to the proposed lots.

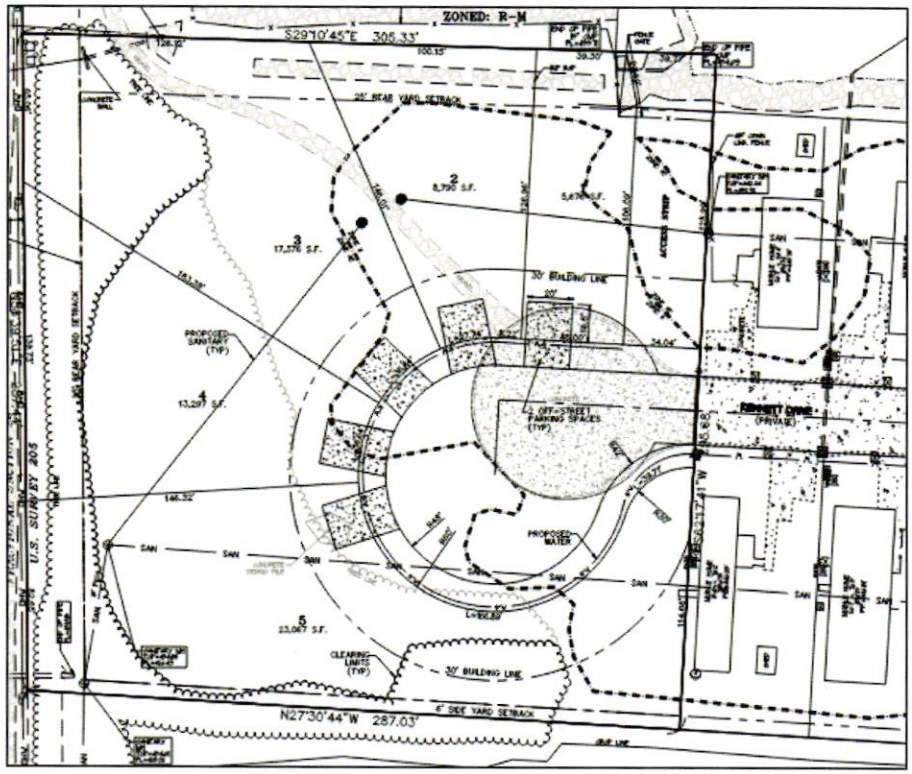


Figure 2: Submitted preliminary plat site plan.

Wellhead & Floodplain

The subject property is located within both the Wellhead Protection District and within the designated Special Flood Hazard Area. Per the submitted preliminary plat, all applicable standards for both the floodplain and Wellhead will continue to be adhered to.

COMPLIANCE WITH THE COMPREHENSIVE PLAN

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

The subject property is located in-between Activity Centers #15 (Hwy 370/Elm Street/New Town Blvd Interchange) and #16 (Hwy 370/Harry S Truman Blvd Interchange). These Activity Centers are intended to support a broad spectrum of residential, commercial, and industrial uses.

The proposed Preliminary Plat to create five (5) additional lots for manufactured/modular homes aligns with the Activity Center objectives by permitting a residential use within an existing residential subdivision.

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

STAFF RECOMMENDATION

After review of the request against the City's Zoning Ordinance, Subdivision Ordinance, Wellhead District/floodplain standards, and Comprehensive Plan and area development patterns, staff has documented the requested subdivision is compliant with City Ordinance and is compatible with the land use patterns and zoning of the surrounding area. The Department of Community Development recommends that the Preliminary Plat request be forwarded to the City Council with a **favorable** recommendation.

Recommended Motion:
Motion to forward a recommendation of approval to the City Council for the Preliminary Plat for Deerfield Village.

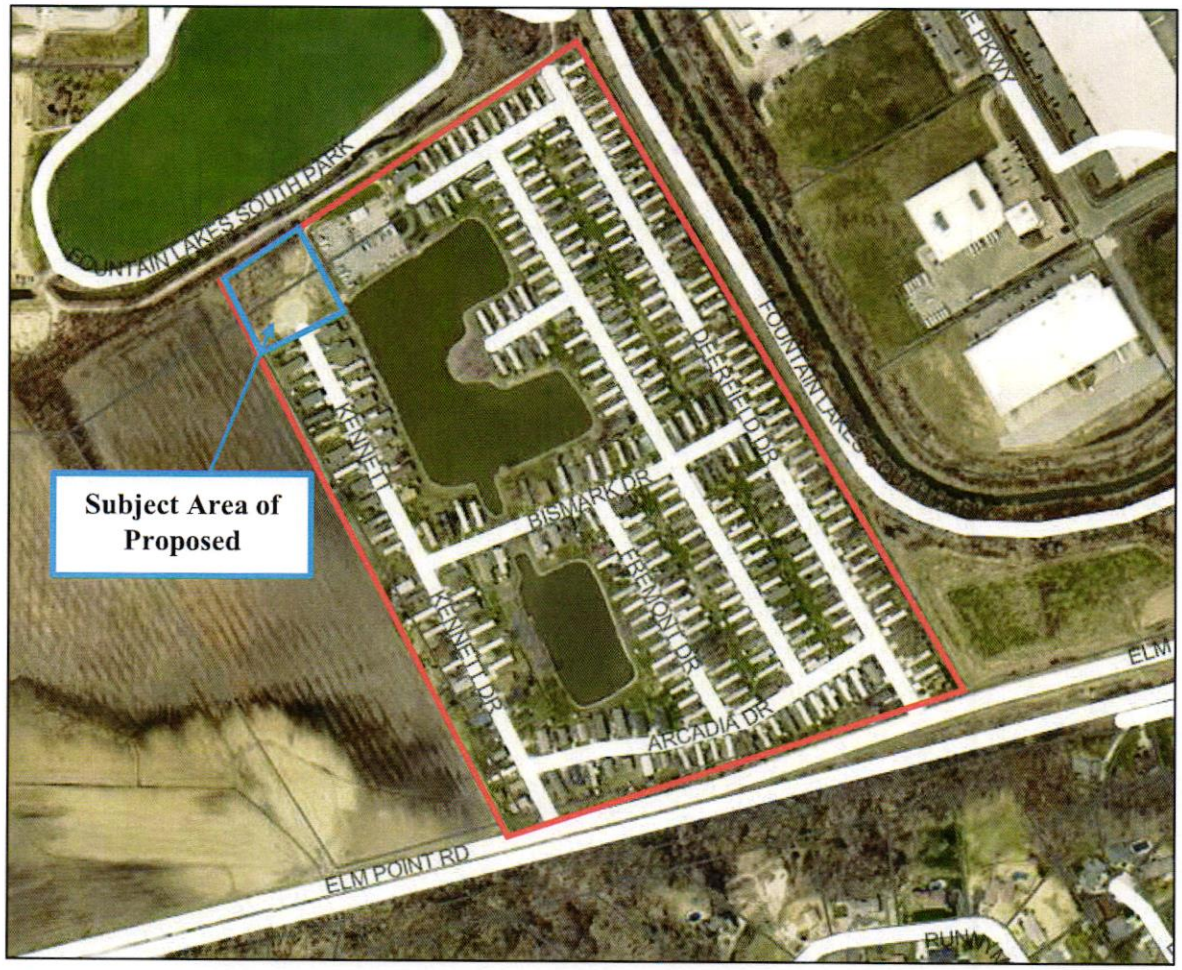
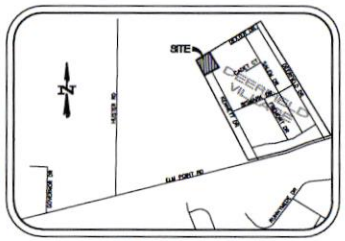


Figure 3: Aerial view of subject property.

A PRELIMINARY PLAT FOR
DEERFIELD VILLAGE
A TRACT OF LAND BEING
PART OF U.S. SURVEY 205
TOWNSHIP 47 NORTH, RANGE 4 EAST
OF THE FIFTH PRINCIPAL MERIDIAN
CITY OF ST. CHARLES
ST. CHARLES COUNTY, MISSOURI



LOCATION MAP
NOT TO SCALE

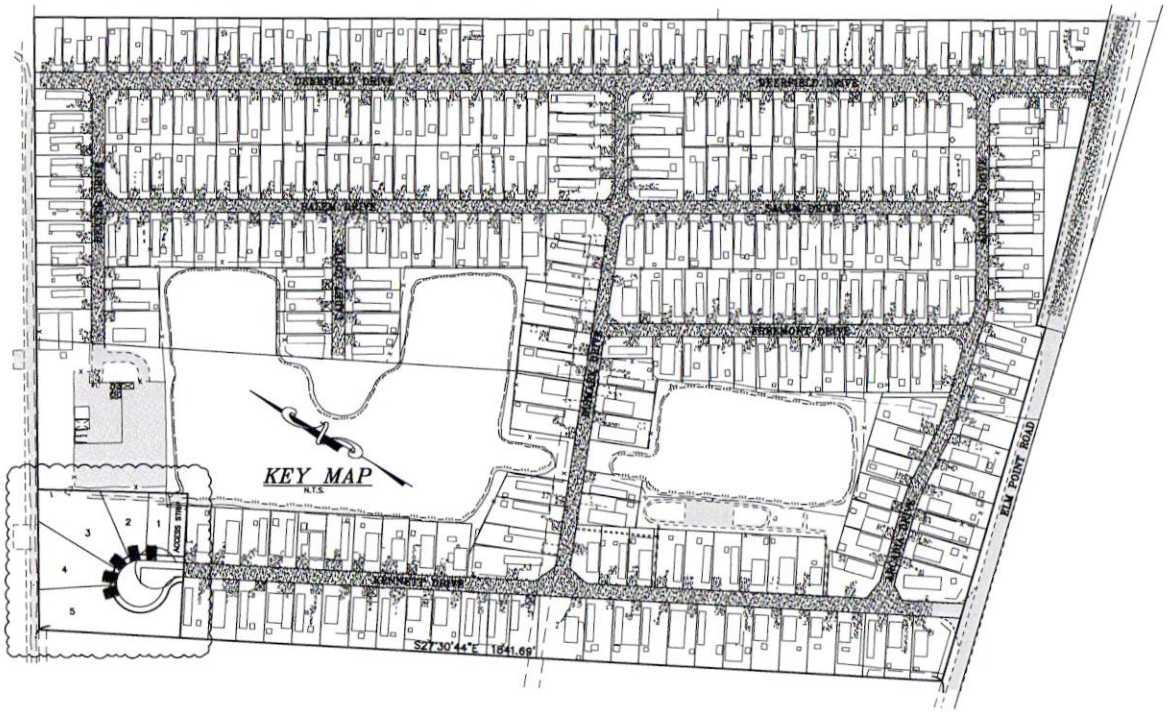
SHEET INDEX:

1 COVER SHEET
2 SITE PLAN & GRADING PLAN

LAND DESCRIPTION:

A TRACT OF LAND BEING PART OF U.S. SURVEY 205, TOWNSHIP 47 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF LOT 1 OF 'PARK SOUTH OF 370', A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 40, PAGES 46-47 OF THE ST. CHARLES COUNTY RECORDS WITH THE EAST RIGHT-OF-WAY LINE OF HUSTER ROAD, 40 FEET WIDE; THENCE ALONG THE SAID SOUTH LINE OF LOT 1 OF 'PARK SOUTH OF 370'; SOUTH 88 DEGREES 10 MINUTES 35 SECONDS EAST 151.34 FEET; THENCE ALONG THE SOUTHEAST LINE OF SAID LOT 1 OF 'PARK SOUTH OF 370'; NORTH 58 DEGREES 39 MINUTES 51 SECONDS EAST 639.44 FEET TO THE ACTUAL POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE CONTINUING ALONG THE SOUTHEAST LINE OF SAID LOT 1 OF 'PARK SOUTH OF 370'; NORTH 58 DEGREES 39 MINUTES 51 SECONDS EAST 287.44 FEET; THENCE LEAVING THE SAID SOUTHEAST LINE OF SAID LOT 1 OF 'PARK SOUTH OF 370'; THE FOLLOWING COURSES AND DISTANCES, SOUTH 29 DEGREES 10 MINUTES 45 SECONDS EAST 305.33 FEET; SOUTH 62 DEGREES 17 MINUTES 41 SECONDS WEST 265.66 FEET; AND NORTH 27 DEGREES 30 MINUTES 44 SECONDS WEST 287.03 FEET TO THE POINT OF BEGINNING, CONTAINING 1.98 ACRES



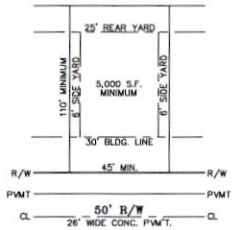
DEVELOPMENT NOTES:

1. TOTAL GROSS AREA OF TRACT: 1.98 ACRES (SITE AREA) (ENTIRE DEERFIELD VILLAGE= 60.70 ACRES)
2. EXISTING ZONING: "R-M" (CITY OF ST. CHARLES)
3. PROPOSED USE: MANUFACTURED/MODULAR RESIDENTIAL DISTRICT
4. PROPOSED LOTS: 5
5. CURRENT OWNER/DEVELOPER:
   DEERFIELD VILLAGE TITLE HOLDER, LLC
   5 ELMWOOD COURT
   ST PETERS, MO 63376
6. THIS PROPERTY IS SERVED BY THE FOLLOWING UTILITY COMPANIES:

AMEREN UE ELECTRIC	636-925-3208
SPIRE GAS COMPANY	800-887-4173
CITY OF ST CHARLES WATER	888-715-0182
CITY OF ST CHARLES SANITARY	888-715-0182
AT&T TELEPHONE	636-255-2108
CITY OF ST CHARLES FIRE PROTECTION	636-949-3387
ORCHARD FARM SCHOOL DISTRICT	636-925-5400

7. ZONING SETBACK REQUIREMENTS:
   FRONT YARD: 30'
   SIDE YARD: 6'
   REAR YARD: 25'
   MINIMUM LOT WIDTH: 45'
   MAXIMUM LOT COVERAGE: 50%
   MINIMUM LOT DEPTH = 110'
8. ACCORDING TO THE FLOOD INSURANCE RATE MAP OF ST. CHARLES COUNTY, MISSOURI AND INCORPORATED AREAS (COMMUNITY – PANEL NUMBER 29183C0260H, DATED MARCH 6, 2021), THIS TRACT LIES WITHIN ZONE "AE" (AREAS DETERMINED TO BE WITH BASE FLOOD ELEVATION (BFE) OR DEPTH).
9. UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE INFORMATION AND THEREFORE LOCATIONS SHALL BE CONSIDERED APPROXIMATE ONLY. THE VERIFICATIONS OF THE LOCATION OF ALL UNDERGROUND UTILITIES, EITHER SHOWN OR NOT SHOWN ON THESE PLANS, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE LOCATED PRIOR TO ANY GRADING OR CONSTRUCTION IMPROVEMENTS.
10. ALL PROPOSED UTILITIES SHALL BE LOCATED UNDERGROUND.
11. EASEMENTS WILL BE PROVIDED ON RECORD PLAT.
12. BOUNDARY AND TOPOGRAPHIC SURVEY AS COMPILED BY BAX ENGINEERING IN NOVEMBER, 2023.
13. MINIMUM LOT AREA PROPOSED = 5,000 S.F. OR 0.11 ACRES
14. AVERAGE LOT AREA = 13,641.67 S.F. OR 0.31 ACRES
15. COMMON GROUND AREA = 4,439.28 S.F. OR 0.10 ACRES
16. OPEN SPACE REQUIREMENT:
    300 S.F. PER MOBILE HOME LOT IS REQUIRED FOR COMMON OPEN SPACE
    300 S.F. X 5 LOTS = 1,500 S.F. REQUIRED
    4,439.28 S.F. COMMON GROUND PROVIDED
17. LOTS/HOMES WILL BE SERVED BY CITY OF ST. CHARLES WATER DISTRICT.
18. LOTS/HOMES WILL BE SERVED BY CITY OF ST. CHARLES SEWER DISTRICT.
19. SUBJECT PROPERTY SHALL COMPLY WITH ALL CONDITIONS AND REQUIREMENTS OF CITY CODE SECTION 400.320 "WHP" WELLHEAD PROTECTION DISTRICT.
20. NO SLAB ON GRADE OR BASEMENT FOUNDATIONS SHALL BE ALLOWED IN THE DEVELOPMENT WITHOUT AN EPA COMPLIANT VAPOR INTRUSION SYSTEM.
21. ALL SUBGRADE UTILITIES ENTERING INTO A STRUCTURE SHALL BE CONSTRUCTED OF MATERIALS KNOWN TO PREVENT THE PREFERENTIAL MIGRATION OF VAPORS INTO STRUCTURES. ANY DRAINS OR CONNECTIONS TO SEWERS WITHIN THE STRUCTURE SHALL HAVE A PROPERLY INSTALLED TRAP OR SEAL TO PREVENT THE DIRECT MIGRATION OF VAPORS THROUGH THE SEWERS INTO THE STRUCTURE.
22. DEVELOPER ACKNOWLEDGES THE PRESENCE OF CHLORINATED SOLVENTS IN THE SUBSURFACE FROM THE FINDETT/HUSTER SUBSTATION SUPERFUND SITE OR PORTIONS OF THIS PROPERTY.

TYPICAL LOT
N.T.S.



A PRELIMINARY PLAT FOR
DEERFIELD VILLAGE
#1 DEERFIELD DRIVE
CITY OF ST. CHARLES, ST. CHARLES COUNTY, MO 63301

PREPARED FOR:
Deerfield Village Title Holder, LLC
303 West Madison Street, Suite 1500
Chicago, IL
312-985-3800

BAX
ENGINEERING
PLANNING
SURVEYING
221 Point West Blvd.
St. Charles, MO 63301
636-928-5662
FAX 928-1718

Bax Engineering Company, Inc.
Missouri State Certificate of Authority
Engineering #000655
Missouri State Certificate of Authority
Surveying #000144

REVISIONS

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.

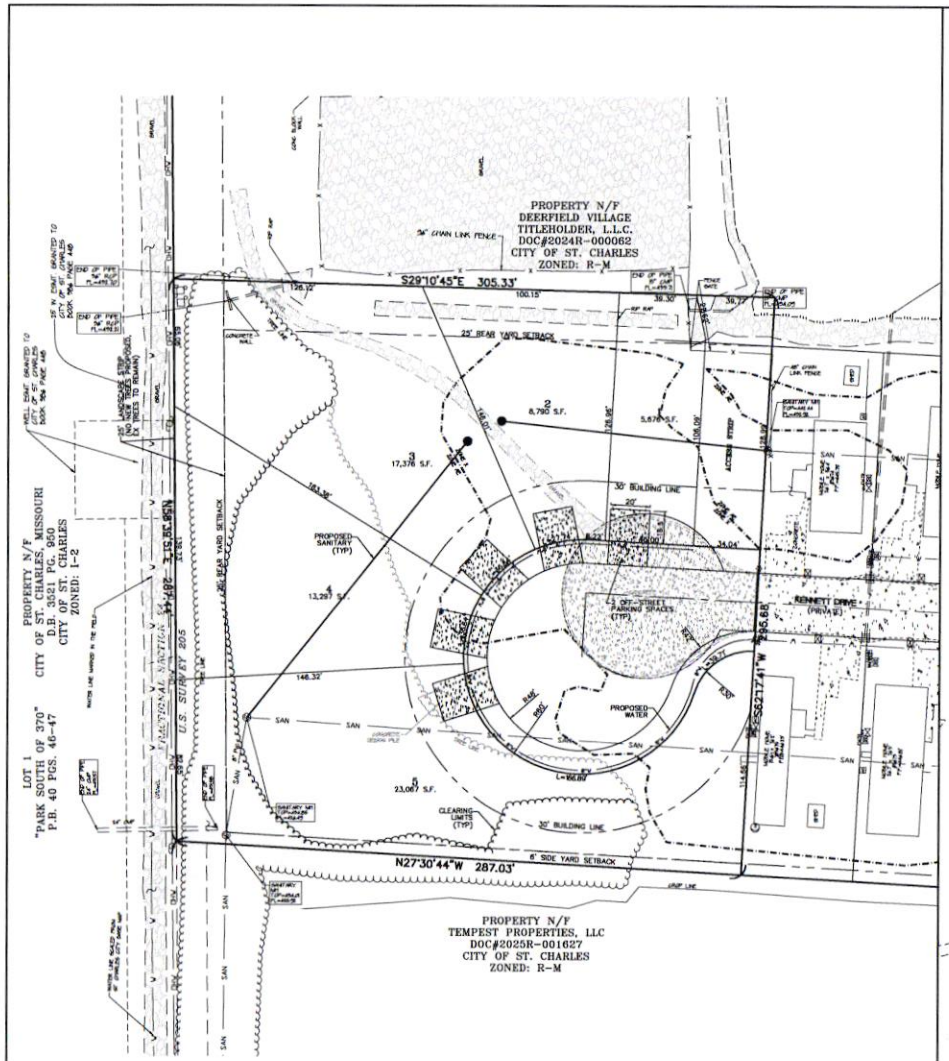
STATE OF MISSOURI
JEFFREY B. SIMMONS
NUMBER PE-2007030831
PROFESSIONAL ENGINEER

Jeffrey B. Simmons
Civil Engineer
2007030831

03/06/2026
DATE
23-18990A
PROJECT NUMBER
18990Apre.dwg
FILE NAME
CLM
DRAWN
JBS JBS
DESIGNED CHECKED

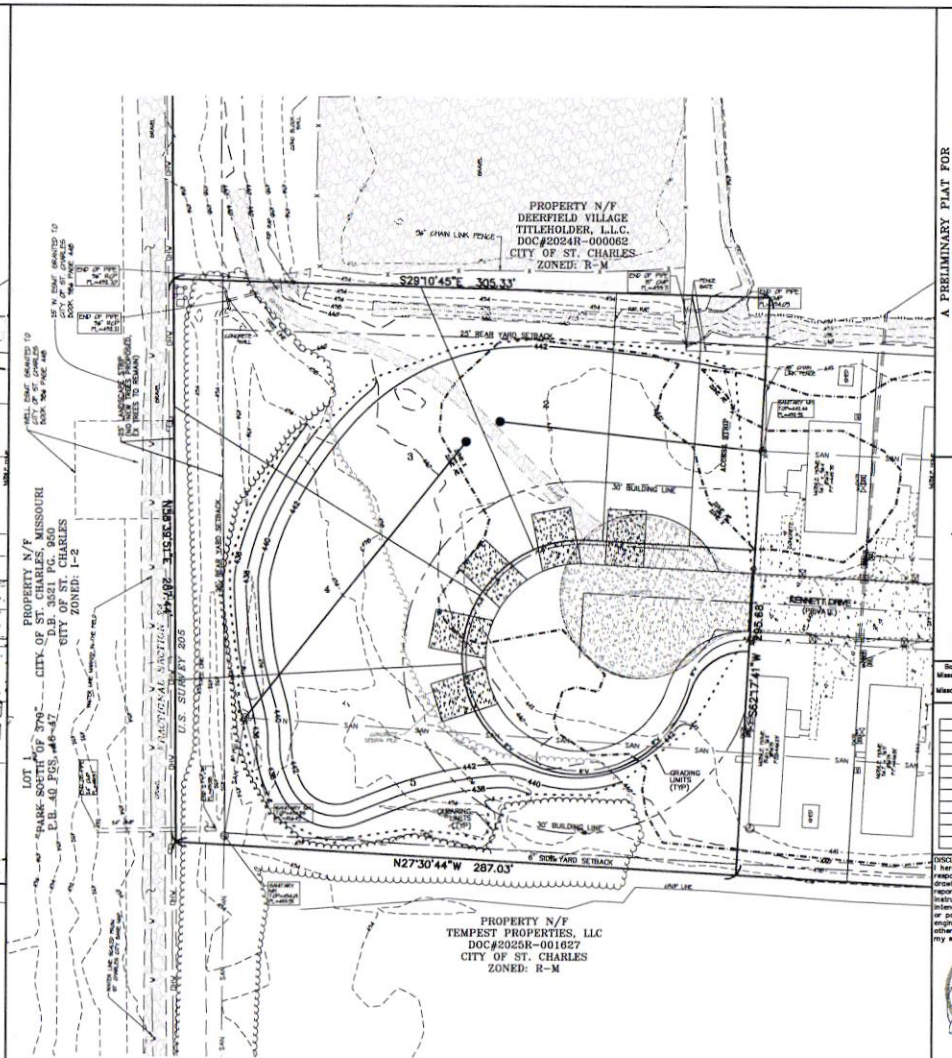
COVER SHEET

1 of 2



SITE PLAN

GRAPHIC SCALE
(IN FEET)
1 inch = 30 ft.



GRADING PLAN

GRAPHIC SCALE
(IN FEET)
1 inch = 30 ft.

A PRELIMINARY PLAT FOR
DEERFIELD VILLAGE
#1 DEERFIELD DRIVE
CITY OF ST. CHARLES, ST. CHARLES COUNTY, MO 63301

PREPARED FOR:
Deerfield Village Title Holder, LLC
303 West Madison Street, Suite 1500
Chicago, IL 60606
312-566-3600

ENGINEERING
PLANNING
SURVEYING
221 Point West Blvd.
St. Charles, MO 63301
636-928-5662
FAX 928-1715
Bax Engineering Company, Inc.
Missouri State Certificate of Authority
Engineering #000605
Missouri State Certificate of Authority
Surveying #000144

REVISIONS

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 theses authenticated by my seal.

STATE OF MISSOURI
JEFFREY B. SIMMONS
NUMBER 2007030631
NOTARIAL ENGINEER

Jeffrey B. Simmons
Civil Engineer
2007030631

03/06/2026
DATE

23-18990A
PROJECT NUMBER

18990Apre.dwg
FILE NAME

CLM
DRAWN

JBS JBS
DESIGNED CHECKED

SITE PLAN
&
GRADING PLAN

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 5/5/2026
Regular ☑ Special ☐ Comm. of Whole ☐
ATTACHMENT: YES ☑ NO ☐
Report ☑ Resolution ☐ Ordinance ☐

Bill # N/A

Request for Council Action

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

Description:

Receipt of the Annual Report Fiscal Year Ending December 31, 2025 as Submitted by the Board of Directors of the West Clay Extension Community Improvement District

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

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

Summary:

In accordance with RSMo 67.1471 of the CID Act, the attached Annual Report Fiscal Year Ending December 31, 2025 for the West Clay Extension Community Improvement District is submitted to the City Council for receipt.

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

Fiscal Impact: N/A

Account #:

Project #:

RCA Prepared by City Clerk Staff: KSH
On Behalf of Council Member(s): N/A
Dept. Dir:

WEST CLAY EXTENSION
COMMUNITY IMPROVEMENT DISTRICT
ANNUAL REPORT

This Annual Report is submitted to the City Clerk of St. Charles, Missouri (the ***"City"***) and the Missouri Department of Economic Development in accordance with the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the ***"CID Act"***).

Pursuant to the CID Act, the West Clay Extension Community Improvement District (the "***District***") was formed by Ordinance No. 12-111 of the City approved on June 21, 2012 (the "***Ordinance***"), as a political subdivision of the State of Missouri in accordance with the CID Act and authorizing the implementation of the following project:

In general, the Ordinance provided that the District be established to provide a mechanism of finance the District Projects (as defined in the Ordinance) which may: (a) eliminate blighted conditions in the District including, without limitation, demolishing, removing and constructing buildings and other improvements to eliminate blight, as provided in MO. Rev. Stat. Section 67.1461.2; (b) upgrade, install, or relocate public utilities, subject to any prior approvals, permits and/or licenses required by federal, state or local governmental authority; (c) construct transportation related improvements; and (d) to carry out all other permitted purposes under the CID Act (collectively, the ***"District Projects"***).

In addition, pursuant to Section 67.1491 of the CID Act, the District shall have the authority to pledge its revenues and/or to issue one or more notes or other obligations (as that term is used in Section 67.1401.2(10) of the CID Act) secured by tax revenues of the District (***"CID Revenues"***), the proceeds of said obligations to be used toward the payment of costs and fees of the District Projects and the costs of issuing the obligations. CID Revenues may also be used for the maintenance of improvements constructed or completed as part of the District Projects.

Pursuant to the official final results of the special mail-in ballot of the qualified voters of the District of an election held on Tuesday, August 20, 2013, as certified by the Director of Elections of St. Charles County, Missouri on August 21, 2013, the qualified voters of the District approved the imposition of a sales and use tax pursuant to Section 67.1545 of the CID Act in an aggregate amount equal to 1.000% (the ***"CID Sales Tax"***) for the purpose of financing the costs of certain community improvement projects and paying the costs of formation and operation of the District.

On April 4, 2013, the District approved Resolution No. 2013-07 which authorized the execution of a district project agreement by and among the District, the City of St. Charles, Missouri (the ***"City"***) and SM Properties UV, L.L.C., a Missouri limited liability company (the "***Developer"***), as the same may be amended from time to time (the ***"Project Agreement"***). The Developer agreed to construct and implement the Project (as defined in the Project Agreement), and the District agreed to appropriate all CID Sales Tax revenues in accordance with the Project Agreement and that certain Redevelopment Agreement dated as of August 24, 2012 by and between the City and the Developer (as the same has been amended and restated from time to time, the ***"Redevelopment Agreement"***), for application as provided in said Redevelopment Agreement.

During the fiscal year ending December 31, 2025, the District received approximately $609,950 of total revenue and had approximately $353,471.24 of expenditures.

The District's Board of Directors adopted the annual budget for the fiscal year ending December 31, 2025 on November 20, 2024. The District submitted its proposed annual budget for the fiscal year ending December 31, 2025 to the City on October 3, 2024. The District submitted its annual report for the prior fiscal year ending December 31, 2024 to the City Clerk on April 28, 2025.

The District did not meet during the fiscal year ending December 31, 2025.

WEST CLAY EXTENSION COMMUNITY IMPROVEMENT DISTRICT

Franklin Sears

Franklin Sears , Chair

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 5/5/2026
Regular ☑ Special ☐ Comm. of Whole ☐
ATTACHMENT: YES ☑ NO ☐
Report ☑ Resolution ☐ Ordinance ☐

Bill # N/A

Request for Council Action

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

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

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

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

Summary:
Attached are listings of records which may be disposed of pursuant to the Missouri Records Manual and State Records Retention Law. (Records Destruction Form)

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

RCA Prepared by City Clerk Staff: CEK
On Behalf of Council Member(s): NA
Dept. Dir.:

RECORDS DESTRUCTION FORM

Purge Date: _____ *(to be completed by City Clerk staff)*
Department: City Clerks

DATE	*SECTION USED TO DETERMINE RETENTION SCHEDULE*	*NAME OF RECORDS*	*YEAR(S) OF RECORDS*	*MINIMUM RETENTION PERIOD*
4/13/2026	GS 009	Purchasing Records (Contracts)	2020	3 Years + COA (Destroy)
4/13/2026	GS 012	Correspondence - General (Contracts)	2020	1 Year (Destroy)
4/13/2026	GS 012.1	Correspondence -Transitory (Contracts)	2020	Destroy
4/13/2026	GS 040	Grant Records (Contracts)	2020	3 Years (Destroy Securely)
4/13/2026	GS 050	Permits & Licenses (Contracts)	2020	2 Years After Exp (Destroy Securely)
4/13/2026	GS 060	Contracts, Leases and Agreements (Contracts)	2020	5 Years After Exp (Destroy Securely)
4/13/2026	GS 068	Payroll Records (Contracts)	2020	5 Years (Destroy Securely)
4/13/2026	GS 103	Land Trust Property Records (Contracts)	2020	Destroy

GS = General Schedule
COA = Completion of Audit
MRRS = Municipal Record Retention Schedule

Submitted by: Chris Kalips _____ Date: 4/21/26

Approved by: _____ Date: _____
Printed Name

Approved by: _____
Signature

Revised: 07/15/2022

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 5/5/2026
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☑ Ordinance ☐

Bill # N/A

Request for Council Action

Ward(s): N/A **Sponsor(s):** Vince Ratchford Michael Galba, Bart Haberstroh, N. Hollander, S. Hollander, Denise Mitchell

Description:

A Resolution expressing the City Council's support of the St. Charles Charles of the Daughters of the American Revolution to have the Saint Charles Borromeo Cemetery listed on the National Register of Historic Places

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

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

Summary:

The St. Charles Chapter of the Daughters of the American Revolution (DAR) are seeking City Council's support in their effort for the nomination of Saint Charles Borromeo Cemetery to the National Register of Historic Places.

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

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

Account #: N/A

Project #: N/A

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

RESOLUTION NO. _____

Sponsors: Michael Galba, Vince Ratchford, Denise Mitchell, Steve Hollander, Bart Haberstroh and Mark Hollander

A RESOLUTION EXPRESSING THE CITY COUNCIL'S SUPPORT FOR THE NOMINATION OF SAINT CHARLES BORROMEO CEMETERY TO THE NATIONAL REGISTER OF HISTORIC PLACES AND SUPPORTING THE EFFORTS OF THE ST. CHARLES CHAPTER OF THE DAUGHTERS OF THE AMERICAN REVOLUTION

WHEREAS, the Saint Charles Borromeo Cemetery, located at 2400 West Randolph Street in the City of Saint Charles, Missouri, is one of the most historically significant burial grounds in the region; and

WHEREAS, the cemetery is the documented burial site of Jean Baptiste Point du Sable, a significant African American historical figure of the eighteenth century; and

WHEREAS, the cemetery is also the final resting place of Louis Blanchette, the founder of the City of Saint Charles; and

WHEREAS, the cemetery contains the graves of numerous veterans of the American Revolutionary War, including participants in the Battle of Fort San Carlos, the only Revolutionary War battle fought west of the Mississippi River; and

WHEREAS, the City Council of the City of Saint Charles is committed to preserving the City's rich historical heritage and maintaining the legacy of its founders and early citizens; and

WHEREAS, the St. Charles Chapter of the Daughters of the American Revolution is actively pursuing the nomination of Saint Charles Borromeo Cemetery to the National Register of Historic Places; and

WHEREAS, the City Council supports the efforts of the St. Charles Chapter of the Daughters of the American Revolution to secure national recognition for the Saint Charles Borromeo Cemetery; and

WHEREAS, listing the cemetery on the National Register of Historic Places would provide recognition, enhance preservation efforts, and honor the historical significance of the site for future generations.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Council hereby expresses its support for the nomination of Saint Charles Borromeo Cemetery to the National Register of Historic Places; and

SECTION 2. That the City Council further supports the efforts of the St. Charles Chapter of the Daughters of the American Revolution in seeking such designation, and

SECTION 3. That the City Council endorses the attached Letter of Support submitted to the Missouri State Historic Preservation Office in furtherance of this nomination.

SECTION 4. This resolution shall be in full force and effect from and after the date of its passage and approval.

_____
Date Passed

_____
Michael Galba, Presiding Officer

_____
Date Approved by Mayor

_____
Daniel J. Borgmeyer, Mayor

Approved as to Form:

Holly Magdziarz 4/30/2026
Holly Magdziarz, City Attorney, Date

Attest:

_____
City Clerk

April 28, 2026

State Historic Preservation Officer
Missouri State Historic Preservation Office
Missouri Department of Natural Resources
P.O. Box 176
Jefferson City, Missouri 65102-0176

RE: Letter of Support — National Register Nomination, Saint Charles Borromeo Cemetery - 2400 West Randolph Street, Saint Charles, Missouri 63301

Dear State Historic Preservation Officer:

On behalf of the City Council of the City of Saint Charles Missouri, I am pleased to offer this letter of strong support for the nomination of Saint Charles Borromeo Cemetery to the National Register of Historic Places. Saint Charles Borromeo Cemetery is one of the most historically significant burial grounds in Missouri and, we believe, in the nation.

This cemetery is the documented burial site of Jean Baptiste Point DuSable, the founder of Chicago and one of the most significant African American historical figures of the eighteenth century. It is also the resting place of Louis Blanchette, the founder of Saint Charles, Missouri, and of numerous veterans of the American Revolutionary War, including heroes of the 1780 Battle of Fort San Carlos — the only Revolutionary War battle fought west of the Mississippi River.

As the legislative body for the City of Saint Charles, the City Council is deeply committed to preserving the tangible links to our colonial past, ensuring that the legacy of our founders and patriots remains a central part of our community's identity for future generations. We strongly support the efforts of the St. Charles Chapter of the Daughters of the American Revolution to have this cemetery recognized at the national level. Listing on the National Register of Historic Places would honor the memory of the remarkable individuals buried here, strengthen preservation protections for the site, and bring well-deserved recognition to the City of Saint Charles and the State of Missouri. We urge your office to approve this nomination.

Respectfully Submitted,

Michael Galba
Councilmember Ward 8 – Council President
City of Saint Charles, Missouri

RCA FORM (OFFICE USE ONLY)

MEETING/DATE: 4/7/2026

Regular ☒ Special ☐ Work Session ☐

ATTACHMENT: YES ☒ NO ☐

Report ☒ Resolution ☐ Ordinance ☒

Bill # 14076

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. _____

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.

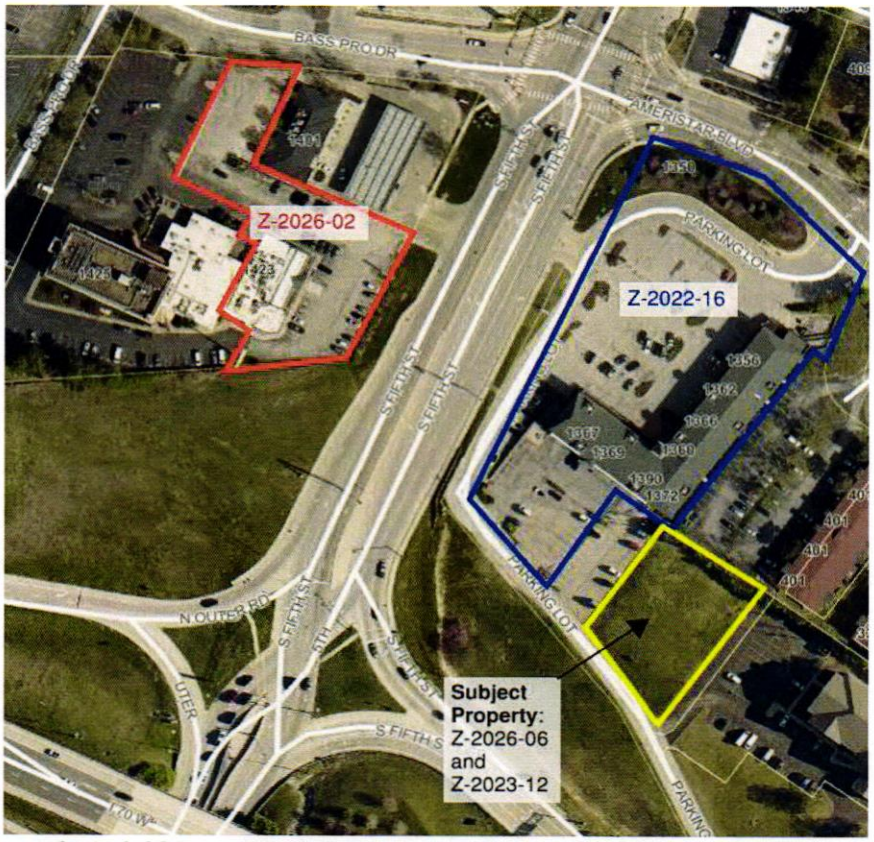


Figure 1: Aerial Photo of the Subject Property with Previous Applications Identified.

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).

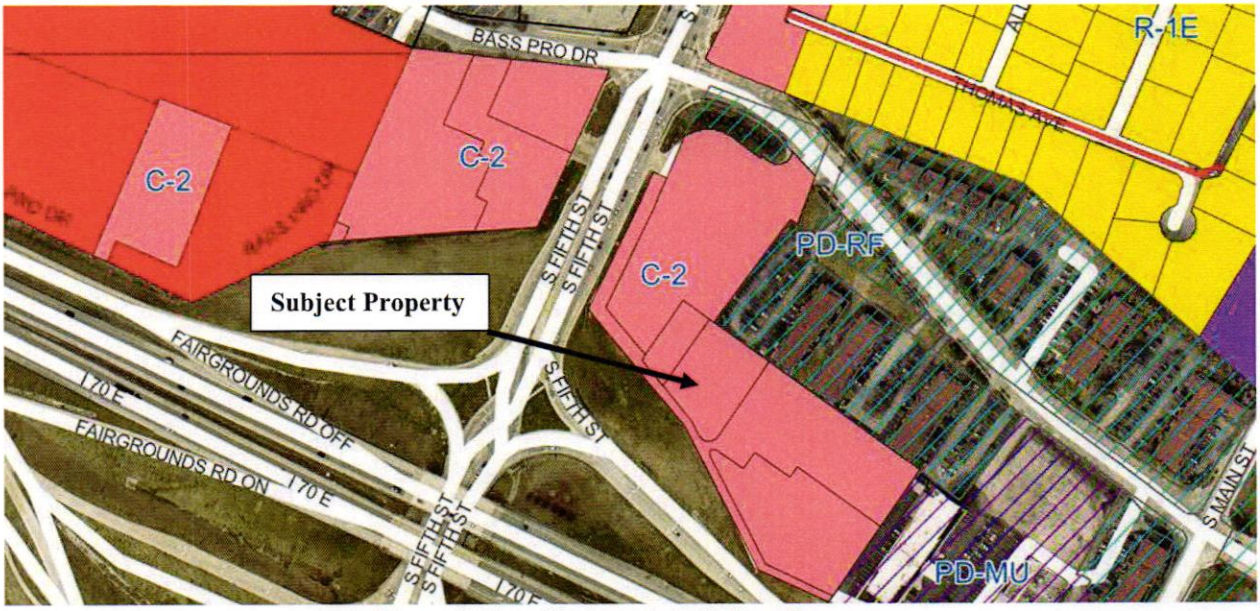


Figure 2: Area Zoning of the Subject Property.

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 3/26/26

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: 4/21/2026
Regular ☒ Special ☐ Work Session ☐
ATTACHMENT: YES ☒ NO ☐
Report ☒ Resolution ☐ Ordinance ☒

Bill # 14079

Request for Council Action

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

Description:
Case No. PDA-2026-02. An application for a major amendment to the adopted Preliminary Development Plan of the New Town development, specifically related to changes to the transportation pattern and a revision to the land use designations. The subject property is located at the southwest terminus of Arpent Alley and S. Civic Green Way, also known as the Merz Tract Phases 3-4 of the New Town Development, which is zoned PD-MU.

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

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

Summary:
The applicant has made a petition for a Major Amendment to the New Town Preliminary Development Plan, specifically for the Merz Tract. Per Section 400.900.B.3, review and approval by City Council only is required (this type of amendment to a planned development does not require review by the Planning and Zoning Commission). While review by the Planning and Zoning Commission is not required, a public hearing is still required before City Council. The proposed amendments are to the transportation pattern (removal of the connection point between Brie Street and Marais Temps Clair Drive as well as the addition of an alley within Block "GG") and a revision to the land use designations of a portion of this area (reclassification of T5 zoned properties to T4 and the designation of an additional 7.2 acres as common ground). Adequate emergency access is still provided and the land use changes represent a density decrease within this portion of New Town. This proposed amendment has been reviewed by both the City Engineering and Fire Departments with no outstanding comments. This amendment remains in keeping with the ideals of the New Town Development and is compliance with City Code and the developments Regulating Plan. Staff recommends approval as submitted.

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

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

Community Development

Memorandum

To: **City Council**

From: **Madelyn P. Brown, Planner**

Date: **April 21, 2026**

Subject: **PDA-2026-02: Amendment to the New Town at St. Charles Preliminary Development Plan, Merz Phases 3-4**

City staff has received an application for an amendment to the adopted Preliminary Development Plan of the New Town development. Included in this amendment are proposed changes to the transportation pattern, including the removal of the connection point between Brie Street and Marais Temps Clair Drive and the addition of an alley within Block "GG". The application also proposes a revision to the land use designations, including the reclassification of T5 zoned properties to T4 and the designation of an additional 7.2 acres as common ground. Since the proposed are changes in the transportation pattern and changes in identified land uses, per Section 400.900.B.3, review and approval by City Council only is required (Planning and Zoning Commission review is not required per code). The subject property is a 41.23 (more or less) acre tract of land located at the southwest terminus of Arpent Alley and S. Civic Green Way, also known as the Merz Tract Phases 3-4 of the New Town Development, which is zoned PD-MU Planned Development Mixed- Use District, which is also the zoning for all of New Town.

Transportation

The proposed amendment to the transportation pattern include the removal of the connection point between Brie Street and Marais Temps Clair Drive and the addition of an alley within Block "GG". A change in the transportation pattern is considered a Major Plan Amendment per Section 400.900(B)(2)(b)(3) of the City Zoning Ordinance (Planned District amendment section).

Prior to this proposed amendment, four (4) separate access points served the Merz Tract Phases 3-4. This includes connection at Charlestowne Village Drive (east), Granger Boulevard (north), Wilkie Station Street (southwest), and Brie Street/Memphis Temps Clair Drive (northwest). The applicant is proposing the removal of connection point between Brie Street and Marais Temps Clair Drive, which is over a pipeline easement. Per the applicant, providing a street crossing over the pipeline would create a significant dip in the roadway. With the goal of providing increased pedestrian and vehicular safety, the removal of this connection point is proposed. In lieu of the connection, a pedestrian path is proposed to provide additional green space and an added amenity to residents.

The removal of the access point has been reviewed by both the City Engineering and Fire Departments with no outstanding comments. The Fire Department has stated that with the three

remaining access points provided, adequate emergency access and response times will be met.

Also in association with the proposed transportation changes is the addition of an alley within Block "GG". The purpose of this addition is to help mitigate street traffic, enhance pedestrian safety, and better align with the New Town streetscape vision. The Engineering and Fire Departments do not have any outstanding comments or concerns.

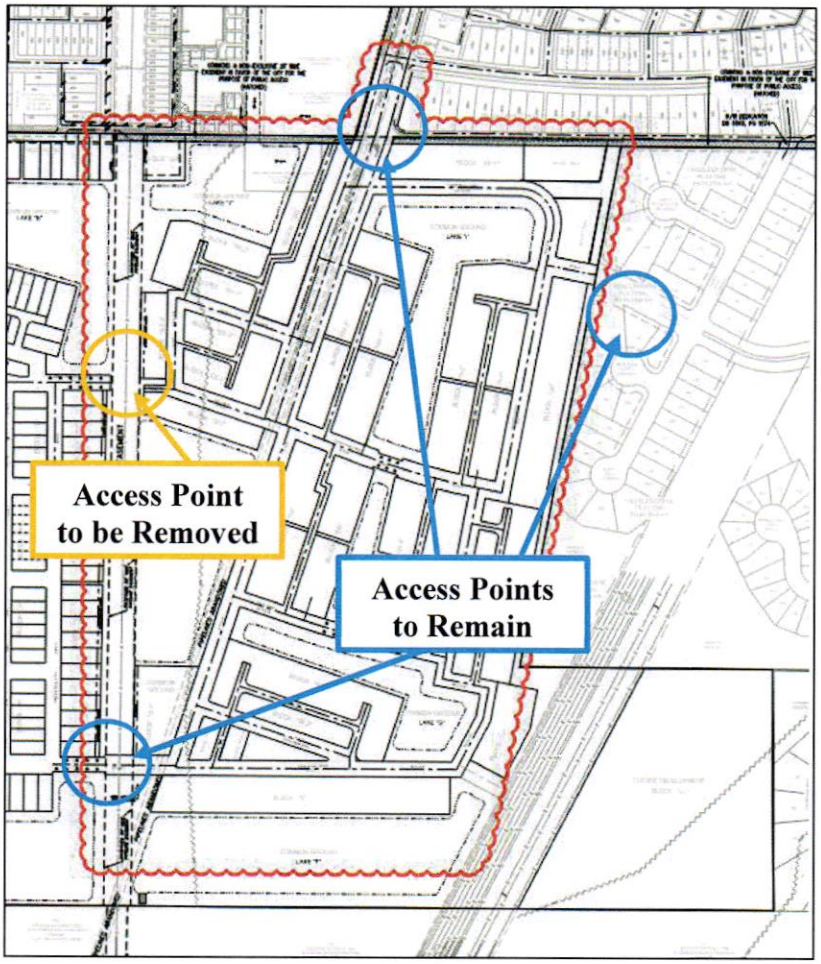


Figure 1: Proposed transportation amendment, Merz Tract Phase 3-4.

Land Use Designation

Included in the amendment to the land use designation is the reclassification of T5-zoned properties to T4 and the designation of an additional 7.2 acres as common ground. A change in land use designation is considered a Major Plan Amendment per Section 400.900(B)(2)(7) of the City Zoning Ordinance (Planned District amendment section).

While zoned overall as PD-MU, New Town is divided into transect zones (sub-zonings). The Transect is a New Urbanism zoning classification system which essentially establishes uses and overall development form from rural to dense urban areas throughout a development. Transect zones in New Town range from T1 to T6. T1 is labeled as Rural Preserve while T6 is Urban Core. See the Figure 1, below for the visual depiction of the Transect Zone Classification system from the New Town Regulating Plan. This amendment would change the designated blocks from T5, Urban Center, to T4, General Urban. While expanding some area to T4, T4 already exists in this area. Per the applicant the purpose of this amendment is to provide less density within this portion

of the Merz Tract.

The amendment also proposes an increase in common ground (civic space), specifically an additional 7.2 acres. This expanded common ground is intended to improve vehicular safety, provide additional green space, and enhance pedestrian areas. It will also reduce development density around the pipeline easement, with the goal of improving overall safety.

Staff Recommendation

Upon review of this application, staff has determined this amendment is in keeping with the original ideals of the New Town Development and complies with City Code. Staff recommends this amendment be **approved** as submitted.

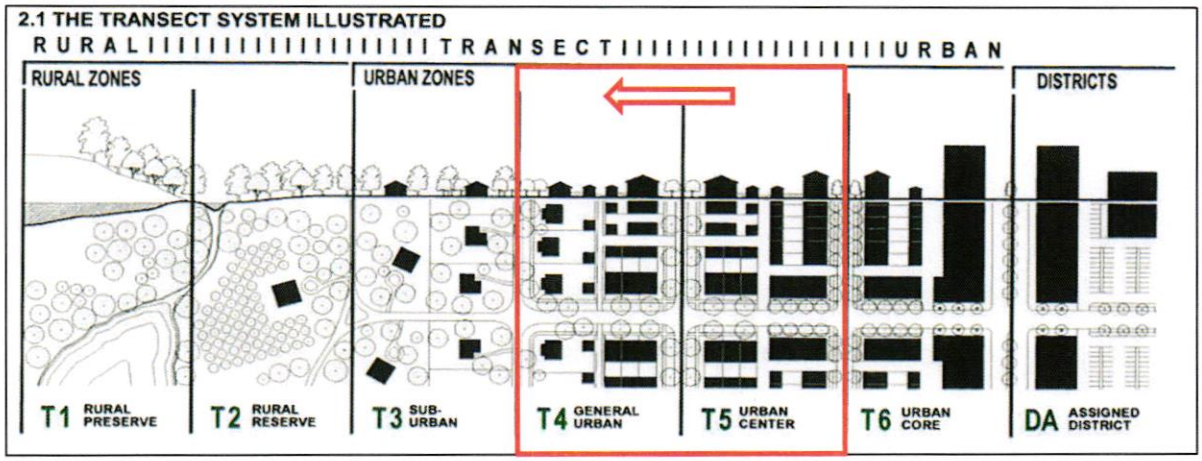


Figure 2: New Town Transect Zone System; specifically changing from T5 to T4.

Figure 3: Merz Tract Phase 3-4, area of proposed amendment.

THE NEW TOWN AT ST. CHARLES MERZ PHASES 3 & 4

LOT 12-C

A tract of land being Lot 12-C of The New Town at St. Charles Plat Twelve, a subdivision according to the plat thereof recorded as Document No. 2023R-014910 of the St. Charles County Records, and also being part of U.S. Survey 208 of the St. Charles Common Fields, Township 47 North – Range 5 East, City of St. Charles, St. Charles County, Missouri, and containing 38,430 square feet or 0.88 acres, more or less, along with:

MERZ PHASE 3

A tract of land being part of U.S. Surveys 207 and 208 of the St. Charles Common Fields, Township 47 North - Range 5 East, City of St. Charles, St, Charles County, Missouri and being more particularly described as follows:

BEGINNING at the most Southern corner of Lot T as shown on the plat of "The New Town at St. Charles Plat One-A", a subdivision according to the plat thereof recorded in Plat Book 42, Pages 343 through 344 of the St. Charles County Records, said point also being the most Western corner of property of NT Home Builders, LLC as described in the deed recorded in Book 4754, Page 2364 of the aforesaid St. Charles County Records; thence along the Southern line of said property S 41° 34' 15" E for a distance of 191.73 feet to a point, said point being the most Northern corner of property of NT Home Builders, LLC as described in the deed recorded in Book 4487, Page 2290 of the aforesaid St. Charles County Records; thence along said property S 42° 26' 30" W a distance of 140.55 feet to a point; thence S 47° 33' 30 E a distance of 227.70 feet to a point; thence N 42° 26' 30" E a distance of 160.55 feet to a point on the Southwestern property line of "The New Town at St. Charles Plat Three", a subdivision according to the plat thereof recorded in Plat Book 43, Pages 369-371 of the aforesaid St. Charles County Records; thence along said property line S 47° 33' 30" E a distance of 214.59 feet to a point; thence leaving said property line S 62° 18' 57" W a distance of 374.59 feet to a point; thence N 29° 36' 06" W a distance of 110.03 feet to a point; thence S 60° 23' 54" W a distance of 96.00 feet to a point; thence N 29° 36' 06" W a distance of 356.48 feet to a point; thence N 47° 00' 15" W a distance of 226.72 feet to a point; thence N 42° 59' 45" E a distance of 297.60 feet to the POINT OF BEGINNING and containing 217,416 square feet or 4.99 acres, more or less; along with:

MERZ REMAINDER

A tract of land being part of U.S. Surveys 199-208 of the St. Charles Common Fields, Township 47 North - Range 5 East, City of St. Charles, St. Charles County, Missouri and being more particularly described as follows:

BEGINNING at the most Northern corner of Lot 8B of "Charlestowne Plat One", a subdivision according to the plat thereof recorded in Plat Book 43, Pages 6 through 9 of the St. Charles County Records, thence along the northwest property line of said plat S 52° 54' 06" W for a distance of 1,555.17 feet to a point, said point being the most western point of said "Charlestowne Plat One"; thence S 47° 35' 04" E for a distance of 746.47 feet to a point; thence

S 41° 37' 56" W for a distance of 709.42 feet to a point; thence N 47°31' 58" W for a distance of 31.79 feet to a point; thence N 47° 46' 17" W for a distance of 1,000.00 feet to a point; thence N 47° 46' 19" W for a distance of 958.89 feet to a point; thence N 42° 59' 45" E for a distance of 1,968.09 feet to a point; thence S 47° 00' 15" E for a distance of 226.72 feet to a point; thence S 29° 36' 06" E for a distance of 356.48 feet to a point; thence N 60° 23' 54" E for a distance of 96.00 feet to a point; thence S 29° 36' 06" E for a distance of 110.03 feet to a point; thence N 62° 18' 57" E for a distance of 374.59 feet to a point, said point being on the southwestern property line of "The New Town at St. Charles Plat Three", a subdivision according to the plat thereof recorded in Plat Book 43, Pages 369-371 of the aforementioned county records; thence along said property line S 47° 33' 30" E for a distance of 1,141.83 feet to a point, said point being on the northern right-of-way line of Stowe Landing (50 feet wide); thence along said right-of-way line along a non-tangential curve to the right an arc length of 17.69 feet with a radius of 75.00 feet and whose chord bears S 62° 57' 15" W a chord distance of 17.65 feet to a point; thence S 69° 42' 42" W a distance of 3.86 feet to a point; thence leaving said right-of-way line N 47° 33' 33" W for a distance of 463.83 feet back to the POINT OF BEGINNING and containing 3,277,376 square feet or 75.24 acres, more or less;

For a total area of 3,533,222 square feet or 81.11 acres, more or less.

STATEMENT IN SUPPORT OF AMENDMENT TO THE
AMENDED PRELIMINARY DEVELOPMENT PLAN FOR NEW TOWN MERZ

An Amended Preliminary Development Plan for New Town Merz, being a part of The New Town at St. Charles mixed use real estate development, ("New Town") has been provided by NT Home Builders, LLC, a Missouri limited liability company, ("NTHB") to the City of St. Charles for review. NTHB is the Founder of New Town. This Statement is provided to the City in support of the following proposed amendments to the Preliminary Development Plan ("PDP"). All capitalized terms not otherwise defined in this statement shall have the meanings given to such terms in the New Town Code and Regulating Plan and Declaration.

Applicant Proposes the following amendments to the PDP and to the Regulating Plan and the New Town Code (the "Code"), which are consistent with the principles for New Town as set forth in the Code.

1. Elimination of one street crossing over a pipeline easement at Marais Temps Clair Drive, increased distance between Brie Street and the pipeline easement as shown on the proposed Amended PDP. These proposed revisions create more green space around the existing pipeline, remove one street crossing over the pipeline which would create a dip in the roadway at any such location, reduce vehicular traffic and increase pedestrian walkways in New Town, all of which increases both pedestrian and vehicular safety in New Town, increases green space, and reduces density in certain areas.

2. Creation of a proposed alley in Block "GG" that creates access, serves to reduce street traffic, and is consistent with the overall plan for New Town and New Town Merz.

3. Increased CS-Civic Space and reserved common ground, which will allow sufficient space for street grading, increasing vehicular safety and access for emergency vehicles, and provides for greater green space, increased pedestrian walkways, and reduced density overall and in areas around the pipeline easement.

4. The amended portion of New Town Merz includes areas designated both T4 – General Urban and T5 – Urban Center. The proposal revises the Transect Zone Map to eliminate some areas designated T5, which provides for less density than the prior allocation of T4 and T5 designations.

5. Substitution of the current Transect Zone map to the proposal attached to the Application, consistent with the above proposed changes.

6. Substitution of the proposed Thoroughfare Plan for New Town Merz, attached to the Application, consistent with the above proposed changes.

The proposed changes described above will improve access ways and at the same time increase green space and non-vehicular traffic in New Town. Distance is increased between streets and green spaces as well as creating less density around the existing pipeline. These changes are consistent with the principles for New Town as set out in the Code and the governing documents for New Town. The revisions will serve New Town as a whole and in a manner consistent with

the principles of Traditional Neighborhood Development as set out in the Code and the Declaration for New Town.

The changes proposed by the revised PDP further the stated goals of the development as set out in the Declaration, as it was first recorded twenty years ago, in 2005. The Statement of Principles contained in the introductory language of the Declaration for New Town states the following:

> "The New Town at St. Charles shall be a community that fosters the exploration of the history and beauty of Missouri through bikeways and walkways that connect to the Katy Trail and Old Town St. Charles....
>
> The New Town at St. Charles shall be a community dedicated to living on a human scale with places to live, work, and play within a pleasant five-minute walk from one another;
>
> The New Town at St. Charles shall be a community that works to replace dependence upon automobiles and freeway connectivity with bike paths, sidewalks, porch swings, and corner stores."

In addition to the benefits of the proposed Amended PDP for New Town Merz stated above, the reduced density, increased green spaces, and promotion of pedestrian traffic encouraged by these changes are consistent with and promote the principles of Traditional Neighborhood Design and the original principles of New Town and promote public health and safety in New Town. These changes have been approved by the Town Architect.

Bill No. 14079 Ordinance No._____

Sponsor: Michael Galba

AN ORDINANCE APPROVING AN AMENDMENT TO THE NEW TOWN MERZ PRELIMINARY DEVELOPMENT PLAN OF THE NEW TOWN AT ST. CHARLES DEVELOPMENT AND, SPECIFICALLY, TO REVISE THE TRANSPORTATION PATTERN AND THE LAND USE DESIGNATIONS FOR THE PROPERTY LOCATED AT THE SOUTHWEST TERMINUS OF ARPENT ALLEY AND SOUTH CIVIC GREEN WAY, ALSO KNOWN AS THE MERZ TRACT PHASES 3 AND 4 OF THE NEW TOWN AT ST. CHARLES DEVELOPMENT, WHICH IS ZONED PD-MU PLANNED DEVELOPMENT - MIXED USE.

Whereas, by Ordinance No. 16-290 adopted and approved on December 16, 2016, the Council of the City of St. Charles, Missouri (the "City Council") approved the Preliminary Development Plan for New Town Merz, being a part of The New Town at St. Charles development ("New Town"), which is a PD-MU mixed use planned development (the "Plan"); and

Whereas, by Ordinance No. 24-056 adopted and approved on May 8, 2024, the City Council approved an amendment to the Plan which revised the configuration of the blocks and streets associated with Phases 3 and 4 of the Merz Tract within New Town to result in additional greenspace; and

Whereas, NT Home Builders, LLC, a Missouri limited liability company and founder of New Town, has submitted an application for approval of a major amendment to the Plan; and

Whereas, the requested amendment will revise the transportation pattern for 41.23 (more or less) acres of land located at the southwest terminus of Arpent Alley and South Civic Green Way, also known as the Merz Tract Phases 3 and 4 (the "Subject Property"), as depicted in the Amended Preliminary Development Plan attached hereto and identified as Exhibit A; and

Whereas, the requested amendment will also revise the land use designations for the Subject Property, currently T4 and T5 zoned properties, by revising the Transect Zone Map to eliminate some areas designated T5, resulting in less density within the Subject Property, and by designating an additional 7.2 acres as common ground, both revisions as depicted in the New Town St. Charles Regulating Plan – Transect Zones Overall Map attached hereto and identified as Exhibit B; and

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

SECTION 1. The Amended Preliminary Development Plan for New Town Merz, substantially the same in form and content as attached hereto and identified as Exhibit A, is approved

SECTION 2. An Amendment to the New Town St. Charles Regulating Plan, substantially the same in form and content as attached hereto and identified as Exhibit B, is approved.

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

Date Passed	Michael Galba, Presiding Officer
Date Approved by Mayor	Daniel J. Borgmeyer, Mayor
Approved as to Legal Form:	Attest:
Holly Magdziarz 4/15/2026	
Holly Magdziarz, City Attorney Date	Kimberly Hudson, City Clerk

SITE BENCHMARK:

TBM: ELEV. 449.99
Chiseled square on centerline concrete headwall of culvert closest to Boschertown Road. East side of Boschertown road, south side of Carriage Crossing.
PNT# 1444

TBM: ELEV. 450.26
Chiseled "L" on concrete headwall West side of Hwy 94, south side of Hwy B.
PNT# 1451

PROJECT BENCHMARK:

RM 115: (HOLD) ELEV. 528.88
Chiseled square in concrete curb on north side of Sibley Street at intersection with College Drive.

RM 121: (CHECKED) ELEV. 489.54
Chiseled cross on top flange bolt of fire hydrant located on north side of Concordia Lane, approx. 200 feet west of Westminster Drive.

NEW TOWN MERZ

TRACTS OF LAND BEING PART OF U.S. SURVEYS 199 THROUGH 206
OF THE ST. CHARLES COMMON FIELDS, TOWNSHIP 47 NORTH, RANGE 5 EAST
ST. CHARLES COUNTY, MISSOURI

AMENDED PRELIMINARY DEVELOPMENT PLAN

0 150' 300'

EXISTING NEW TOWN MERZ

COMMONS & NON-EXCLUSIVE 20' WIDE EASEMENT IN FAVOR OF THE CITY FOR THE PURPOSE OF PUBLIC ACCESS (HATCHED)

R/W DEDICATION DB 5068, PG 1574

S47°33'33"E 2,407.45'

20'W ROAD EASEMENT 15/40, 15/570, 54/402, 151/1, 171/434, 172/57, 300/13, 467/451, 598/409, 830/176, 859/1072, 4487/2290, & 6857/2440 FOR INGRESS & EGRESS

BOSCHERTOWN ROAD (VARIES)

80' WIDE PIPELINE EASEMENT

PIPELINES ABANDONED

PROPOSED 30' WIDE PIPELINE EASEMENT

COMMON GROUND LAKE "A"
COMMON GROUND LAKE "B"
COMMON GROUND LAKE "C"
COMMON GROUND LAKE "D"
COMMON GROUND LAKE "E"
COMMON GROUND LAKE "F"
COMMON GROUND LAKE "G"
COMMON GROUND LAKE "H"
COMMON GROUND LAKE "I"
COMMON GROUND LAKE "J"

FUTURE DEVELOPMENT BLOCK "LL"

ST. CHARLES FIREHOUSE P.B.46, PG 385

CHARLESTOWNE PLAT ONE PB 41, PGS 6-9

CHARLESTOWNE PLAT ONE PB 41, PGS 6-9

CHARLESTOWNE PLAT ONE PB 41, PGS 6-9

DEVELOPMENT NOTES: REVISED PER THIS AMENDMENT

1. Total Development: Gross Area = 162.85 Acres Net Area (excludes streets and R.O.W.) = ~~128.35 Acres~~ 134.66 Acres
2. Existing Zoning: PD-MU Planned Development – Mixed Use (The Code for New Town at St. Charles)
3. Proposed Zoning: PD-MU Planned Development – Mixed Use. (The Code for New Town at St. Charles)
4. Urban Code: T4 General Urban Zone and T5 Urban Center Zone
5. Existing Owners: NT Home Builders, LLC
   c/o Amundsen Davis, LLC
   7711 Carondelet Ave., Suite 800
   St. Louis, Missouri 63105
   (314) 719–3704
6. Proposed Developer: NT Home Builders, LLC
   c/o Amundsen Davis, LLC
   7711 Carondelet Ave., Suite 800
   St. Louis, Missouri 63105
   (314) 719–3704
7. Total area of common ground and Civic Space: ~~58.24 Acres~~ 65.44 Acres (Includes Pool Site)
8. Total area within lots: ~~70.14 Acres~~ 59.99 Acres (Excludes Future Development Block "LL"= 9.23 Ac.)
9. Total number of lots: To Be Determined
   T–4: Single Family Homes, Cottages, Live Works
   T–5: Single Family Homes, Row Homes, Live Works, Apartments, Others
10. Setbacks: See The Code for New Town at St. Charles
11. Utilities must be located underground
12. THIS PLAT IS NOT FOR RECORD
13. The lot lines shown hereon are preliminary and subject to change. Land uses are as allowed by the Regulating Code, but may not exceed the maximum total of 850 lots or their population equivalent.
14. Soil & Water comments for this site shall be addressed with the improvement plans.
15. This tract of land is located within shaded Zone X (areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood) and Zone AE (Special Flood Hazard Areas with BFE or depth determined) per FEMA Map Nos. 29183C0260H and 29183C0280H dated March 5, 2021.
16. No wetlands shown on this site on National Wetlands Inventory maps.
17. Storage for detention has been provided for in the lakes and has been calculated with New Town at St. Charles. Design is in accordance with the City of St. Charles Standards.
18. All easements for public utilities shall be provided on the record plat or in the Declaration of Covenants.
19. All proposed sanitary sewers shall be designed per the City of St. Charles standards.
20. Storm sewers shall be designed per City of St. Charles specifications.
21. All islands within the public street right–of–way shall be dedicated as common ground (unless noted otherwise).
22. See The Code for New Town at St. Charles for landscaping details. A separate Landscaping Plan is to be submitted for this Phase.
23. This tract is in and served by:

City of St. Charles Sewers	(949–3200)
City of St. Charles Water	(949–3200)
Ameren–UE	(925–3235)
Spire Energy (Laclede Gas Co.)	(978–2863)
AT&T	(949–1320)
City of St. Charles Fire Department	(949–3200)
Orchard Farm School District	(250–5000)
St. Charles Post Office	(916–0158)

24. Improvements shown are preliminary and subject to change with approvals and/or engineering plans.
25. Design speed is 25 m.p.h. except where City approves otherwise.
26. Accessible ramps to be installed at each street intersection or where prudent as determined by the City. The ramps will be consistent with existing improvements in the New Town at St. Charles.
27. All alleys shall have a minimum three (3) foot wide easement on back side of R/W.
28. Expansion and improvements to the existing lake(s) will be included with this phase. Portions of the lake shall be edged with stone edging (large stone blocks, one block high) and stone walls (large stone blocks, stacked) as shown on plans. The remaining lake edge shall be 3'–5' of approximately 6" (or under) diameter rock with plantings in a maintained area behind it for a more natural look. A select portion of some of the established vegetation may remain as well.
29. Owner has provided the City with an assignment of non–exclusive easement rights over that property shown as cross–hatched as [illegible] to the City for purposes of public access. Said assignment shall automatically terminate upon transfer of this easement property to the City from the current owner of the same.
30. Block designations are placeholders only and subject to change.

EXHIBIT A

CEC
Civil & Environmental Consultants, Inc.
1450 Beale Street, Suite 305
St. Charles, MO 63303
314-656-4566 www.cecinc.com

AMENDED PRELIMINARY DEVELOPMENT PLAN
MERZ TRACT

Prepared For:
NT Home Builders, LLC

c/o AMUNDSEN DAVIS, LLC
ATTN: JOHN SIMON
7711 CARONDELET AVE.
SUITE 800
ST. LOUIS, MO 63105
314-719-3704

NEW TOWN AT ST. CHARLES

REVISIONS NO.	DATE	DESCRIPTION
1.	10/18/2021	REV. PER CLIENT'S ADD BLOCKS GL, HL, & SL
2.	08/14/2023	ADD PERI ACCESS
3.	06/26/2024	REVISED PHASES 3 & 4
4.	09/25/2024	REVISED PHASES 3 & 4

ENGINEERS AUTHENTICATION
The responsibility for professional engineering liability on this project is hereby limited to the set of plans authenticated by the seal, signature, and date hereunder attached. Responsibility is disclaimed for all other engineering plans involved in this project and specifically excludes revisions after this date unless reauthenticated.
CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

DRAWN DWD	DATE 10/18/16
CHECKED DST	DATE 10/18/16

PROJECT # 0224.1NTHB.23R
CEC # 320-047.0001

NEW TOWN MERZ TRACT
SHEET 1 OF 1

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K:\0224.1NTHB.21 MRZ & INFILL\04\EXHIBITS\PRELIM DEV PLAN\MERZ TRACT\20250912 MRZ AMD PDP.dwg

NEW TOWN ST. CHARLES

ST. CHARLES, MISSOURI

TRANSECT ZONES

- T6 – URBAN CORE
- T5 – URBAN CENTER
- T4 – GENERAL URBAN
- T3 – SUB–URBAN
- T2 – RURAL RESERVE
- T1 – RURAL PRESERVE
- D – DISTRICT

CIVIC RESERVATIONS

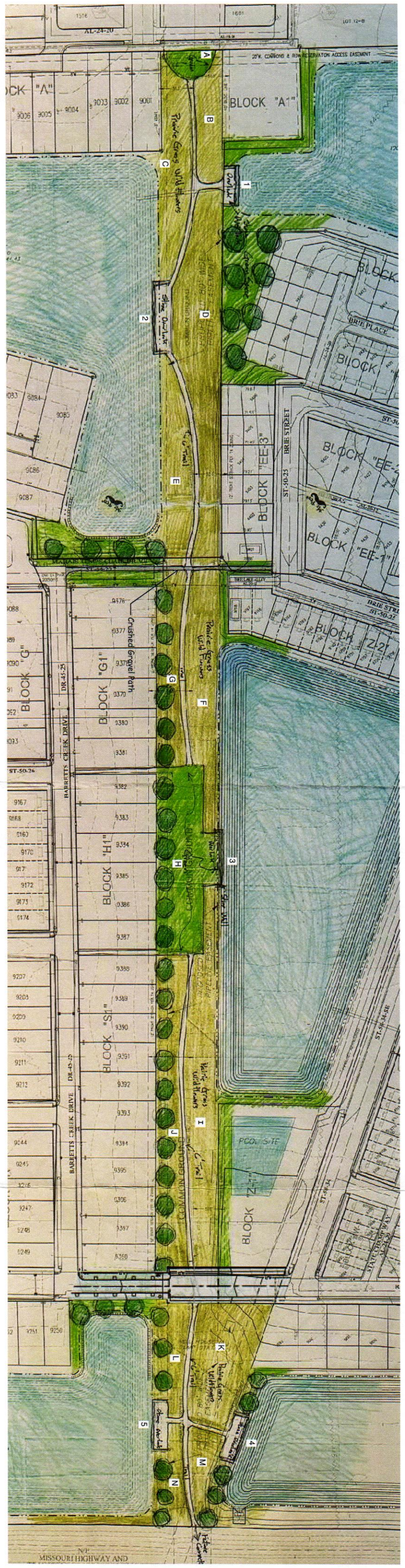
- CS – CIVIC SPACE
- CP – CIVIC PARKING
- CB – CIVIC BUILDING

The platting of lots shown in the Master Plan is illustrative only. The Regulating Plan is the document, which assigns the Transect Zones within the neighborhoods. The Transect Zones impose the discipline of the distribution of densities and building types throughout the plan. They also create a high degree of flexiblility as several building types can be applied in every Transect Zone - for example the Urban Center can have apartments, and/or townhouses, and/or live-work units.

NTS

CODE	**E**
REGULATING PLAN - TRANSECT ZONES OVERALL MAP (REVISED 03/04/26)	3

EXHIBIT B


BLOCK "A"
BLOCK "A1"
BLOCK "EE-3"
BLOCK "EE-2"
BLOCK "EE-1"
BLOCK "G"
BLOCK "G1"
BLOCK "H1"
BLOCK "S1"
BLOCK "Z"
BLOCK "Z-2"
BRIE PLACE
BRIE STREET
BARRETTS CREEK DRIVE
Prairie Grass Wild Flowers
Crushed Gravel Path
Stone Overlook
COMMON GROUND
POOL SITE
MISSOURI HIGHWAY AND

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 4/21/2026
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☑

Bill # 14080

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 #4).

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 fourth budget amendment for the year 2026.

Budget Impact: (revenue generated, estimated cost, CIP item, etc.)
Fiscal Impact: N/A N/A
Account #: Multiple - Please see details in Bill
Project #:

RCA prepared by: js Dept. Dir. JAO Finance Dir. JAO Dir. of Admin. [signature]

Bill No. 14080 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 #4)

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
	NONE		

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
100-190-131-733099-	PROFESSIONAL SERVICES	$20,906.06	
100-160-161-733006-	LEGAL SERVICES	$10,000.00	
100-190-114-733009-	PROFESSIONAL SERVICES	$12,118.50	
410-190-219-873199-	OTHER IMPROVEMENTS	$7,666.00	25COMDV002
410-502-502-873101-	STREETS IMPROVEMENTS	$200,000.00	22ENGST038
514-500-531-733099-	PROFESSIONAL SERVICES	$520,216.00	

SECTION 4. Ordinance Number 25-086 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2026, is hereby amended by decreasing the following expenditure accounts by the following amounts:

Account Number	Description	Amount	Project
	NONE		

SECTION 5. Ordinance Number 25-086 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2026, is hereby amended by increasing the following fund balance accounts by the following amounts:

Account Number	Description	Amount	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
100-199-199-321001-	GENERAL FUND BALANCE	$43,024.56	
410-199-199-321001-	CAPITAL FUND BALANCE	$207,666.00	
514-199-199-321001-	WATER FUND BALANCE	$520,216.00	

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:

Holly Magdziarz 4/13/2026
Holly Magdziarz, City Attorney Date

Attest:

_____
City Clerk

April 21, 2026

To: Members of City Council

From: Finance Department

SUBJECT: Proposed Amendment to the 2026 Budget
Budget Amendment# 4

The following budget amendment summary is presented for your consideration.

MUEGGE ROAD PAVEMENT REHAB

- The Engineering department would like to request $200,000.00 in Capital Fund Balance to be added to the Muegge Road Pavement Rehab project. The total cost of this project increased due to adding new concrete slabs on Old Muegge Road. Engineering has asked St. Charles County for a cost sharing agreement for the new slabs.

ELM POINT WELLFIELD

- The Public Works department would like to request $520,216.00 in Water Fund Balance to be used towards the contract with 212 Environmental Consulting. This contract will allow for 212 Environmental to continue providing technical assistance to the City in regard to the Elm Point Wellfield. The total amount added may be paid for using insurance funds, however the allocation between insurance and City funds is not yet known.

REAPPROPRATIONS

- The Community Development department would like to reappropriate $20,906.06 in funds that were budgeted for scanning in 2025 but weren't used completely. Community Development is scanning documents to reduce physical storage when we move to the new City Centre Complex.
- The Legal department would like to reappropriate $22,118.50 in funds that were budgeted for a contract with Cunningham, Vogel & Rost PC in 2025 but the work wasn't completed by the end of the year.
- The Community Development department would like to reappropriate $7,666.00 in funds that were budgeted in 2025 for Façade Grants that weren't awarded by the end of the year.

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 4/21/2026
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☑

Bill # 14081

Request for Council Action

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

Description:
Amendment to Ch. 675 of the municipal code to modify permitted open hours for marijuana dispensaries and to remove the prohibition on drive-thrus for marijuana dispensaries.

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

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

Summary:
In 2023 as the result of an amendment to the Missouri State Constitution, the City of St. Charles approved Ordinance 23-071 which established rules regulating marijuana facilities, including commercial dispensaries, in the City of St. Charles.

Chapter 675 of the Municipal Code currently prohibits drive-thrus (Section 675.100) associated with dispensaries, which otherwise would be permitted via a Conditional Use Permit. Additionally, the Code also restricts hours of operation for marijuana dispensaries to seven (7) days a week, from 9:00AM to 7:00PM (Section 675.210).

This text amendment would: a) eliminate the prohibition on drive-thrus associated with marijuana dispensaries, and b) expand the permitted hours of operation for dispensaries to seven (7) days a week from 8:00AM to 9:00PM. Drive-thrus would require a Conditional Use Permit with associated analysis and conditions.

Budget Impact: (revenue generated, estimated cost, CIP item, etc.)
Fiscal Impact: $ 0.00 **N/A** ☑ N/A
Account #: N/A

Project #:

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

Bill No. 14081 Ordinance No. _____

Sponsors: Mark Hollander

AN ORDINANCE AMENDING SECTIONS 675.100 AND 675.210 OF THE CODE OF ORDINANCES EXPANDING PERMITTED HOURS OF OPERATION AND ELIMINATING THE RESTRICTION OF DRIVE-THRUS AT MARIJUANA DISPENSARIES.

WHEREAS, on November 8, 2022, the voters of Missouri passed Constitutional Amendment 3, which allowed for recreational use and sales of Marijuana in Missouri; and

WHEREAS, in accordance with the requirements of Amendment 3 and in compliance with Section XIV of the Missouri Constitution, the City Council passed Ordinance 23-071, amending Chapter 675 of the Code of Ordinances to permit recreational marijuana facilities within its corporate limits with certain restrictions, including limitations on the hours of operation and a prohibition on drive-throughs at Marijuana Dispensary Facilities; and

WHEREAS, upon consideration and review of the operation of Marijuana Dispensary Facilities within the city limits, the City Council hereby considers it appropriate to expand the permitted hours of operations of Marijuana Dispensary Facilities and allow for the operation of drive-through windows or lanes at such facilities.

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

SECTION 1. Section 675.100 of the Code of Ordinances of the City of St. Charles, Missouri is hereby amended to read as follows:

Section 675.100. Limitation On Delivery.

Each Marijuana Facility shall be operated from a permanent location. No Marijuana Facility described in this Chapter shall be permitted to deliver or operate from a movable, mobile, or transitory location. ~~No~~ Nothing in this section shall be construed to prohibit a Marijuana Dispensary Facility ~~shall dispense or sell~~ from dispensing or selling marijuana via a drive-through window or lane attached to its permanent location, subject to any applicable provisions of the Code of Ordinances of the City of St. Charles, Missouri, including but not limited to Title IV: Land Use and Title V: Building and Construction.

SECTION 2. Section 675.210 of the Code of Ordinances of the City of St. Charles, Missouri is hereby amended to read as follows:

Section 675.210. Dispensary Hours of Operation.

A Marijuana Dispensary Facility may be open seven (7) days a week, from ~~9:00~~ 8:00 A.M. to ~~7:00~~ 9:00 P.M.

SECTION 3. It is the intention of the City Council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of St. Charles, Missouri, and the sections of this ordinance may be renumbered to accomplish such intention.

SECTION 4. 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 4/15/2026

Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 5/5/2026
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☑

Bill # 14082

Request for Council Action

Ward(s): All **Sponsor(s):** All Councilmembers

Description:
Memorandum of Understanding between the City of St. Charles, Missouri Police Department and the Public Safety Agency, Kansas City, Missouri Police Department.

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 meet the additional public safety needs caused by the upcoming 2026 Federation Internationale de Football Association World Cup matches, and associated events, that are scheduled to occur in Kansas City, Missouri from June through July of 2026. The mounted unit will be the only personnel participating with the events.

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

RCA prepared by: SMM Dept. Dir. _____ Finance Dir. _____ Dir. of Admin. _____

Bill No. 14082 Ordinance No._____

Sponsors: Chris Kyle, Mark Hollander, Vince Ratchford, Scott Shipman, Denise Mitchell, Justin Foust, Brian Gould, Michael Galba, Bart Haberstroh, Steve Hollander

AN ORDINANCE AUTHORIZING A MUTUAL AID AGREEMENT BETWEEN THE CITY OF ST. CHARLES, MISSOURI, ON BEHALF OF THE POLICE DEPARTMENT, AND THE KANSAS CITY, MISSOURI, BOARD OF POLICE COMMISSIONERS TO MEET THE ADDITIONAL PUBLIC SAFETY NEEDS CAUSED BY THE UPCOMING 2026 FEDERATION INTERNATIONALE DE FOOTBALL ASSOCIATION WORLD CUP MATCHES.

Whereas, certain situations can arise where public safety needs beyond the capability of the local governing authority require the use of public safety agencies to perform duties outside of the territorial limits of the jurisdiction where such personnel are legally employed in order to preserve and protect the health, safety and welfare of the public; and

Whereas, the Missouri Revised Statutes sections 44.087, 44.090, and 70.837 authorize mutual aid agreements in such circumstances; and

Whereas, the upcoming 2026 Federation Internationale de Football Association World Cup matches, and associated events, that are scheduled to occur in Kansas City, Missouri from June through July of 2026 presents a situation where a mutual aid agreement is advisable.

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

SECTION 1. A Mutual Aid Agreement between the City of St. Charles, Missouri, on behalf of the Police Department, and the Kansas City, Missouri Board of Police Commissioners, is approved. The Mutual Aid Agreement shall be substantially the same in form and content as attached hereto and identified as Exhibit 1. The Mayor is authorized to execute the Mutual Aid Agreement and perform all acts necessary to carry out the intent of this ordinance.

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

Bill No. 14082

Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz, City Attorney 4/22/26 Date

Kimberly Hudson, City Clerk

T:\ORDINANCES\ORDINANCES\CONTRACTS\Mutual Aid Agreement - Police Dept & KCMO Bd Police Commissioners (5-5-2026).doc

MUTUAL AID AGREEMENT

This Mutual Aid Agreement ("Agreement") is agreed upon by the Public Safety Agencies (each an "Agency," collectively the "Agencies") signing this Agreement, and is effective on the date of last signature. The parties agree as follows:

SECTION 1. **Mutual Aid.**

This Agreement for "Mutual Aid and Assistance" is executed pursuant Missouri Revised Statutes sections 44.087, 44.090, 44.091, and 70.837, but it is not meant to limit or restrict any other law enforcement authority.

SECTION 2. **Purpose of Agreement.**

It is recognized that in certain situations there is a public safety need beyond the capability of the local governing authority that requires the use of public safety agencies to perform duties outside of the territorial limits of the jurisdiction where such personnel are legally employed in order to preserve and protect the health, safety and welfare of the public and, due to circumstances or events there are critical incidents that could result in serious physical injury or loss of life. As such, the executive officer of any political subdivision or public safety agency may request mutual-aid from other public or private agencies within and without the state for reciprocal emergency aid. The purpose of this Agreement is to meet the additional public safety needs caused by the upcoming 2026 Fédération Internationale de Football Association World Cup matches, and associated events, that are scheduled to occur in Kansas City, Missouri from June through July of 2026.

SECTION 3. **Authorization.**

Upon the request of the requesting agency, the responding agency agrees to provide mutual aid services in response to critical incidents or an emergency situation.

SECTION 4. **Definition of Terms.**

The following terms shall have the following meanings when used in this Agreement:

a. "Critical Incident" means an incident that could result in serious physical injury or loss of life.

b. "Emergency Situation" means any fire, earthquake, flood, tornado, hazardous material incident, terrorist incident, or other such man-made or natural emergency disaster or public safety need. A public safety need includes any event or incident necessitating mutual-aid assistance from another public safety agency.

EXHIBIT 1

c. "Executive Officer" means the chief executive officer or acting chief executive officer of any political subdivision or public safety agency.

d. "Law Enforcement Officer" or "Public Safety Personnel" means any public servant certified with both the power and duty to make arrests for violations of any state, county or municipal criminal law violations in accordance with the respective officer's state laws.

e. "Political Subdivision" means any agency or unit of a state empowered by law to maintain a law enforcement agency.

f. "Public Safety Agency" means law enforcement agencies, emergency medical service organizations, emergency management officials, infrastructure departments, public works agencies, fire service organizations, or other specialized emergency response teams with personnel with special skills or training needed to provide services during an emergency, public safety need or disaster, declared or undeclared.

g. "Responding Agency" means St. Charles Police Department as an authorized signatory hereto called upon to provide mutual aid to the Requesting Agency.

h. "Requesting Agency" means the Board of Police Commissioners of Kansas City, Missouri, as governing body of the Kansas City, Missouri Police Department, as an authorized signatory hereto.

SECTION 5. **Power and Authority.**

a. The Responding Agency does hereby authorize and direct its Executive Officer to render mutual police aid to the extent of available personnel and equipment not otherwise required for adequate protection of the agency rendering aid. The judgment of the Executive Officer of the Responding Agency rendering aid, as to the amount of personnel and equipment available, shall be final.

b. Public safety personnel who shall be commanded by their Executive Officer to maintain the peace or perform police duties outside the territorial limits of the municipality, state agency, or political subdivision which regularly employs such officers shall be under the direction and authority of one (1) person designated by each Executive Officer. Such personnel shall in turn be under the direction and authority of the local on-scene commanding law enforcement officer of the Requesting Agency to which they are called to perform police or peace duties and shall be peace officers thereof.

c. When responding to mutual aid or emergency aid requests, each Agency's respective personnel shall be subject to all provisions of law as if it were providing service within its own jurisdiction.

d. Except in cases of emergencies presenting an imminent threat to public safety and health, the Requesting Agency's Executive Officer should transmit such request for personnel or services in writing to the Responding Agency's Executive Officer at least fifteen (15) days prior to the expected service date and in no case less than five (5) days prior.

e. In the case of emergency situations which prevent the prior written request for services by the Requesting Agency, the request may be made orally and recorded by the Responding Agency. The Executive Officer, or designee, of the Responding Agency shall furnish a written statement of services rendered to the Requesting Agency no less than five (5) days after the termination of the need for such personnel or services by the Requesting Agency.

SECTION 6. **Compensation.**

Compensation for mutual aid assistance pursuant to this Agreement shall be provided for as agreed upon between Responding Agency and KC2026 without charge to Requesting Agency.

SECTION 7. **Liability.**

a. Each Agency shall be responsible for all claims, damages, and losses sustained by its own law enforcement agency and police personnel. This Agreement shall not be so construed as to create any relationship between the personnel of one Agency and the other Agency. All members of any political subdivision or public safety agency responding for mutual aid remain employees of their own agency.

b. An Agency shall not be liable to the other Agency for any action, failure to act, delay, mistake, failure to respond, negligence, or failure to effectively combat or handle any police problem arising out of any assistance requested or provided hereunder.

c. This Agreement shall not be construed as an agreement for the benefit of any third party.

d. The Agencies agree that all individuals shall retain all pension and disability rights of their respective agency while performing duties in accordance with this Agreement.

e. Qualified immunity, sovereign immunity, official immunity and the public duty rule shall apply to all parties and their personnel as interpreted by the federal and state courts of their respective Agency.

SECTION 8. **Effective Date of Agreement.**

This Agreement shall be in full effect and legally binding at such time as it is signed by each

Agency.

SECTION 9. **Entire Agreement and Modification.**

a. This writing is intended by the parties as a final expression of this Agreement and also is intended as a complete and exclusive statement of the terms of this Agreement. This Agreement may be amended or modified only in writing, which amendment or modification must be authorized by each Agency's respective governing body, by ordinance or other appropriate writing.

b. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and the Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

SECTION 10. **Termination of Agreement.**

a. This Agreement shall remain in full force and effect until July 31, 2026. Either party to this Agreement may terminate this Agreement at will.

RESPONDING AGENCY:

By: _____ Date: 04/13/2026

Print Name: George Grove

Title: Chief

Agency: St. Charles Police Department

REQUESTING AGENCY:
KANSAS CITY, MISSOURI
BOARD OF POLICE COMMISSIONERS

By: _____ Date: 4/14/26

Stacey Graves, Chief of Police
Kansas City, Missouri Police Department

CITY OF SAINT CHARLES, MISSOURI

Daniel J. Borgmeyer, Mayor Date

Attest:

Kimberly Hudson, City Clerk

Approved as to Legal Form:

Holly Magdziarz 4/22/2026

Holly Magdziarz, City Attorney Date

MUTUAL AID AGREEMENT

This Mutual Aid Agreement ("Agreement") is agreed upon by the Public Safety Agencies (each an "Agency," collectively the "Agencies") signing this Agreement, and is effective on the date of last signature. The parties agree as follows:

SECTION 1. **Mutual Aid.**

This Agreement for "Mutual Aid and Assistance" is executed pursuant Missouri Revised Statutes sections 44.087, 44.090, 44.091, and 70.837, but it is not meant to limit or restrict any other law enforcement authority.

SECTION 2. **Purpose of Agreement.**

It is recognized that in certain situations there is a public safety need beyond the capability of the local governing authority that requires the use of public safety agencies to perform duties outside of the territorial limits of the jurisdiction where such personnel are legally employed in order to preserve and protect the health, safety and welfare of the public and, due to circumstances or events there are critical incidents that could result in serious physical injury or loss of life. As such, the executive officer of any political subdivision or public safety agency may request mutual-aid from other public or private agencies within and without the state for reciprocal emergency aid. The purpose of this Agreement is to meet the additional public safety needs caused by the upcoming 2026 Fédération Internationale de Football Association World Cup matches, and associated events, that are scheduled to occur in Kansas City, Missouri from June through July of 2026.

SECTION 3. **Authorization.**

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SECTION 4. **Definition of Terms.**

The following terms shall have the following meanings when used in this Agreement:

a. "Critical Incident" means an incident that could result in serious physical injury or loss of life.

b. "Emergency Situation" means any fire, earthquake, flood, tornado, hazardous material incident, terrorist incident, or other such man-made or natural emergency disaster or public safety need. A public safety need includes any event or incident necessitating mutual-aid assistance from another public safety agency.

EXHIBIT 1

c. "Executive Officer" means the chief executive officer or acting chief executive officer of any political subdivision or public safety agency.

d. "Law Enforcement Officer" or "Public Safety Personnel" means any public servant certified with both the power and duty to make arrests for violations of any state, county or municipal criminal law violations in accordance with the respective officer's state laws.

e. "Political Subdivision" means any agency or unit of a state empowered by law to maintain a law enforcement agency.

f. "Public Safety Agency" means law enforcement agencies, emergency medical service organizations, emergency management officials, infrastructure departments, public works agencies, fire service organizations, or other specialized emergency response teams with personnel with special skills or training needed to provide services during an emergency, public safety need or disaster, declared or undeclared.

g. "Responding Agency" means St. Charles Police Department as an authorized signatory hereto called upon to provide mutual aid to the Requesting Agency.

h. "Requesting Agency" means the Board of Police Commissioners of Kansas City, Missouri, as governing body of the Kansas City, Missouri Police Department, as an authorized signatory hereto.

SECTION 5. **Power and Authority.**

a. The Responding Agency does hereby authorize and direct its Executive Officer to render mutual police aid to the extent of available personnel and equipment not otherwise required for adequate protection of the agency rendering aid. The judgment of the Executive Officer of the Responding Agency rendering aid, as to the amount of personnel and equipment available, shall be final.

b. Public safety personnel who shall be commanded by their Executive Officer to maintain the peace or perform police duties outside the territorial limits of the municipality, state agency, or political subdivision which regularly employs such officers shall be under the direction and authority of one (1) person designated by each Executive Officer. Such personnel shall in turn be under the direction and authority of the local on-scene commanding law enforcement officer of the Requesting Agency to which they are called to perform police or peace duties and shall be peace officers thereof.

c. When responding to mutual aid or emergency aid requests, each Agency's respective personnel shall be subject to all provisions of law as if it were providing service within its own jurisdiction.

d. Except in cases of emergencies presenting an imminent threat to public safety and health, the Requesting Agency's Executive Officer should transmit such request for personnel or services in writing to the Responding Agency's Executive Officer at least fifteen (15) days prior to the expected service date and in no case less than five (5) days prior.

e. In the case of emergency situations which prevent the prior written request for services by the Requesting Agency, the request may be made orally and recorded by the Responding Agency. The Executive Officer, or designee, of the Responding Agency shall furnish a written statement of services rendered to the Requesting Agency no less than five (5) days after the termination of the need for such personnel or services by the Requesting Agency.

SECTION 6. **Compensation.**

Compensation for mutual aid assistance pursuant to this Agreement shall be provided for as agreed upon between Responding Agency and KC2026 without charge to Requesting Agency.

SECTION 7. **Liability.**

a. Each Agency shall be responsible for all claims, damages, and losses sustained by its own law enforcement agency and police personnel. This Agreement shall not be so construed as to create any relationship between the personnel of one Agency and the other Agency. All members of any political subdivision or public safety agency responding for mutual aid remain employees of their own agency.

b. An Agency shall not be liable to the other Agency for any action, failure to act, delay, mistake, failure to respond, negligence, or failure to effectively combat or handle any police problem arising out of any assistance requested or provided hereunder.

c. This Agreement shall not be construed as an agreement for the benefit of any third party.

d. The Agencies agree that all individuals shall retain all pension and disability rights of their respective agency while performing duties in accordance with this Agreement.

e. Qualified immunity, sovereign immunity, official immunity and the public duty rule shall apply to all parties and their personnel as interpreted by the federal and state courts of their respective Agency.

SECTION 8. **Effective Date of Agreement.**

This Agreement shall be in full effect and legally binding at such time as it is signed by each

Agency.

SECTION 9. **Entire Agreement and Modification.**

a. This writing is intended by the parties as a final expression of this Agreement and also is intended as a complete and exclusive statement of the terms of this Agreement. This Agreement may be amended or modified only in writing, which amendment or modification must be authorized by each Agency's respective governing body, by ordinance or other appropriate writing.

b. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and the Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

SECTION 10. **Termination of Agreement.**

a. This Agreement shall remain in full force and effect until July 31, 2026. Either party to this Agreement may terminate this Agreement at will.

RESPONDING AGENCY:

By: _____ Date: 04/13/2026

Print Name: George Grove

Title: Chief

Agency: St. Charles Police Department

REQUESTING AGENCY:
KANSAS CITY, MISSOURI
BOARD OF POLICE COMMISSIONERS

By: _____ Date: 4/14/26

Stacey Graves, Chief of Police
Kansas City, Missouri Police Department

CITY OF SAINT CHARLES, MISSOURI

Daniel J. Borgmeyer, Mayor Date

Attest:

Kimberly Hudson, City Clerk

Approved as to Legal Form:

Holly Magdziarz 4/22/26

Holly Magdziarz, City Attorney Date

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 5/5/2026
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☑

Bill # 14083

Request for Council Action

Ward(s): N/A **Sponsor(s):** Michael Galba

Description:
An Ordinance amending Chapter 120 of the Code of Ordinances by reorganizing the Special Events and Communications Department into two departments and enacting a new Article XV and Section 120.300.

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

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

Summary:

The City Council at its January 13, 2026, work session considered a reorganization of the Special Events and Communications Department currently codified at Chapter 120, Article XIV, Section 120.290 of the Code of Ordinances. This bill amends Section 120.290 and creates a new Communications and Marketing Department as reflected in the 2026 operating budget. This new department is to be codified in a new Article XV and new Section 120.300.

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

Fiscal Impact: _____ **N/A** ☑ _____

Account #: _____

_____

_____

Project #: _____

RCA prepared by: Comm Dept. Dir. JN Finance Dir. JAO Dir. of Admin. J

Bill No. 14083 Ordinance _____

Sponsor: Michael Galba

AN ORDINANCE AMENDING CHAPTER 120 OF THE CODE OF ORDINANCES BY REORGANIZING THE SPECIAL EVENTS AND COMMUNICATIONS DEPARTMENT INTO TWO DEPARTMENTS AND ENACTING A NEW ARTICLE XV AND SECTION 120.300.

Whereas, the Special Events and Communications Department shall be reorganized into two departments as considered by the City Council at its January 13, 2026, work session and such change is reflected in the 2026 operating budget

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

SECTION 1. Chapter 120 of the Code of Ordinances of the City of Saint Charles, Missouri, specifically Article XIV, Section 120.290, is hereby amended to read as follows:

Article XIV
Special Events ~~and Communications~~ Department

Section 120.290. Department Established.

There shall be a Special Events ~~and Communications~~ Department, the Director of which shall be the Special Events ~~and Communications~~ Director, appointed by the Mayor and City Council, in accordance with Section 4.3(e) of the City Charter. The Special Events ~~and Communications~~ Department is responsible ~~for planning, implementing, coordinating, and directing media relations, social media activities. website oversight, and all City-related public relations, communications, marketing and video production activities. The department is also responsible~~ for scheduling and managing events throughout the City, as well as the planning, organizing, and executing a variety of City-sponsored events. The Director shall manage the functions of the department and coordinate with all City departments for these purposes ~~and provide guidance and recommendations to all City departments regarding communications~~.

SECTION 2. Chapter 120 of the Code of Ordinances of the City of Saint Charles, Missouri, is hereby amended by enacting a new Article XV and a new section 120.300 contained therein to read as follows:

Article XV
~~Special Events and~~ Communications and Marketing Department

Section 120.300. Department Established.

There shall be a Communications and Marketing Department, the Director of which shall be the Communications and Marketing Director, appointed by the Mayor and City Council, in accordance with Section 4.3(e) of the City Charter. The Communications and Marketing Department is responsible for planning, implementing, coordinating, and directing media relations, social media activities, website oversight, and all City-related public relations, communications, marketing and video production activities. The Director shall manage the functions of the department and coordinate with all City departments for these purposes and provide guidance and recommendations to all City departments regarding communications.

SECTION 3. It is the intention of the City Council, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of St. Charles, Missouri, and the sections of this ordinance may be renumbered to accomplish such intention.

SECTION 4. 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 4/22/26	
Holly Magdziarz, City Attorney Date	Kimberly Hudson, City Clerk

T:\ORDINANCES\ORDINANCES\CODEBOOK 2026\Special Events & Communications Depts Reorganization (5.5.2026).docx

Underlined text is inserted. ~~Struck through~~ text is deleted.

RCA FORM (OFFICE USE ONLY) **Bill #** 14084

MEETING/DATE: 5/5/2026

Regular ☒ Special ☐ Work Session ☐

ATTACHMENT: YES ☒ NO ☐

Report ☒ Resolution ☐ Ordinance ☒

Request for Council Action

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

Description:

Case No. Z-2026-07. (Common Pathway Holding LLC – Paul Dinkins) An application to rezone an approximately 33,155 square feet tract of land located at 3516 Shire Lane within The New Town at St. Charles development from "CS/PD-MU" Civic Space within the Planned Development Mixed- Use District to "T-2/PD-MU" Transect Zone 2 within the Planned Development Mixed-Use District for a proposed Inn. 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 City has received a rezoning application from Common Pathway Holding LLC for 3516 Shire Lane in New Town at St. Charles. The applicant proposes to rezone a portion of the property, commonly known as Glenmark Farm, from CS/PD-MU (Civic Space within the Planned Development Mixed Use District) to T2/PD-MU (Transect Zone 2 within the Planned Development Mixed Use District) to allow operation of an inn within the existing residential structure. The subject property is located within the New Town PD-MU district, where development is organized into transect zones. The remainder of the Farm property currently operates as an event venue and is proposed to continue operating as such. Under the existing CS designation, an inn is only permitted as an accessory use and cannot operate independently. The requested T2 zoning would allow an inn of up to twelve (12) guest rooms by right.

The Planning and Zoning Commission considered this item at their April 13, 2026 meeting where the applicant and property owner addressed the Commission. There were no public speakers during this application. The Commission forwarded a recommendation for approval to the City Council (10 in favor, 0 opposed).

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

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

AGENDA ITEM #6

STAFF REPORT
REZONING CASE NO. Z-2026-07
3516 SHIRE LANE

APRIL 13, 2026
BY MADELYN P. BROWN

APPLICANT/OWNER: Common Pathway Holding LLC – Paul Dinkins
3324 Rue Royale Street
St. Charles, MO 63301

ADDRESS/LOCATION: 3516 Shire Lane
Ward 8

LOT SIZE: 0.76 acres (33,155 square feet) tract of land

EXISTING ZONING: CS/PD-MU Civic Space within the Planned Development Mixed Use District

REQUESTED ZONING: T2/PD-MU Transect Zone 2 within the Planned Development Mixed Use District

SURROUNDING ZONING:

Direction	Zoning	Use
North	CS/PD-MU	Common Ground
South	CS/PD-MU	Common Ground
East	T-4/PD-MU	Residential
West	CS/PD-MU	Event Venue

SUMMARY

The City has received a rezoning application from Common Pathway Holding LLC for the property located at 3516 Shire Lane, within the New Town at St. Charles development. The applicant is requesting to rezone the property from CS/PD-MU (Civic Space within the Planned Development Mixed Use District) to T2/PD-MU (Transect Zone 2 within the Planned Development Mixed Use District) for the purpose of operating an inn within the existing residential structure on site.

The subject property, commonly known as Glenmark Farm, currently operates as an event venue and is proposed to continue operating as such. However, under the existing Civic Space (CS) designation, an inn is only permitted as an accessory use and cannot operate independently. The requested T2 zoning would allow an inn of up to twelve (12) guest rooms by right, providing greater flexibility for the property's use.

Figure 1: Aerial Photo of the Subject Property.

BACKGROUND

New Town Transect Zones

The subject property is located within New Town at St. Charles, which is entirely zoned Planned Development Mixed Use (PD-MU). Within this district, development is further organized into transect zones, a New Urbanism-based zoning system that regulates land use and development form along a continuum from rural to urban intensity. These zones range from T1 (Rural Preserve) to T6 (Urban Core) (see Figure 2, below). In addition to the transect zones, Civic Space (CS) serves as a separate designation intended for common ground and community-oriented open space within the development.

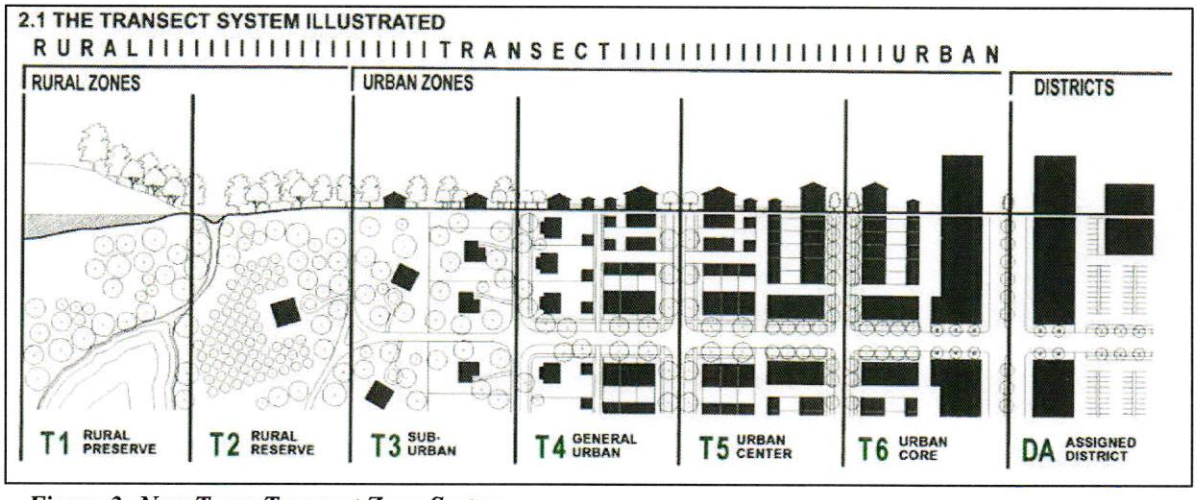


Figure 2: New Town Transect Zone System.

Property History

The subject property, commonly known as Glenmark Farm, has historically functioned as both an agricultural property and an event venue amenity for New Town residents. The existing structure at 3516 Shire Lane was previously occupied by the Glenmark family. The property was recently acquired by Common Pathway Holding LLC, which intends to continue operating the event venue while introducing an inn to provide on-site accommodations.

ANALYSIS

Figure 3, below, illustrates the surrounding transect zone designations of the subject parcel. Civic Space is assigned to the parcels located directly to the north, south, and west with the T4 located directly to the east and properties surrounding the greater area.

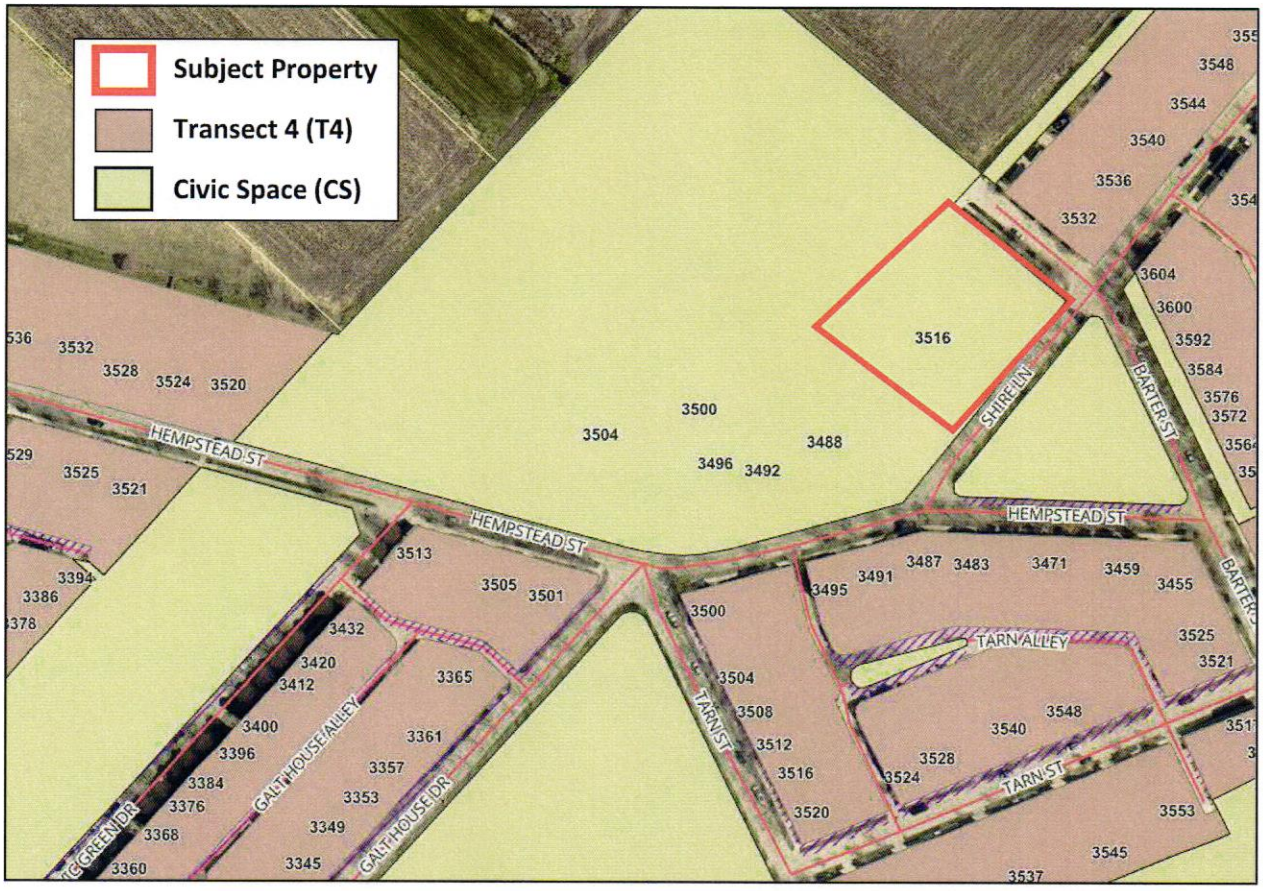


Figure 3: Area zoning and subject parcels for proposed rezoning.

While T2 is not present in the immediate vicinity of the subject parcel, staff finds the requested transect zone designation to be appropriate. As discussed above in the "Background" section, the transect zone system operates on a scale from Rural Preserve to Urban Core. T2 has been titled Rural Preserve, and is intended to accommodate low intensity uses and low density development per the New Town Regulating Plan.

Given the context of 3516 Shire Lane (adjacent to agricultural land and open areas, and as part of the Glenmark Farm property), the T2 designation is consistent with the existing character of the site and surrounding area, and is therefore appropriate for the subject parcel.

T2 Land Uses

Despite this approval being specific to the inn use, all uses of the T2 transect zone would be applicable at this location if this rezoning were to be approved. The uses specific to the T2 district are listed in the chart, below (proposed land use is highlighted for convenience).

Permitted Uses	Conditional Uses
Estate House	Temporary Tent
Accessory Unity	
Inn (up to 12 rooms)	
Open-Market Building	
Outdoor Auditorium	
Playground	
Fountain or Public Art	
Fitness Center/Neighborhood Pool	
Child Care Center	
Rest Stop	
Roadside Stand	
Grain Storage	
Live Stock Pen	
Greenhouse	
Stable	
Kennel	

Table 1:T2 Transect Zone Uses (highlighted is the intended land use)

Based on a review of the permitted and conditional land uses within the T2 transect zone, as well as the zoning designations of the surrounding area, the proposed rezoning is considered appropriate. While T4 is more prevalent in the general vicinity, it allows for a broader range of uses (many of which are also permitted in T2) and accommodates higher-intensity development, which would be no more appropriate than the requested transect zone.

The proposed T2 designation represents a lower-intensity classification and would not introduce uses that are incompatible with the existing character of the area. As such, the requested rezoning is not anticipated to negatively impact the surrounding area. .

COMPLIANCE WITH THE COMPREHENSIVE PLAN

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

The subject property is located closest to Activity Center # 20 (New Town Sub-District). This Activity Center, and more specifically the New Town development, is intended to support a mixed-use urban environment, with a broad spectrum of residential and commercial uses.

The proposed rezoning to T2 aligns with the Activity Center objectives by permitting a mix of uses, such as the proposed inn use and other permitted uses in the T2 zoning, and providing a community amenity within the residential surroundings. Additionally, the T2 (Rural Preserve) zoning is appropriate due to the subject property's adjacency to the outer boundaries of New Town and the nearby agricultural properties.

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

STAFF RECOMMENDATION

After review of the rezoning request and area development patterns within New Town at St. Charles, staff believes the requested rezoning is justified. The Department of Community Development recommends that the rezoning request be forwarded to the City Council with a favorable recommendation.

Recommended Motion:

Motion to forward application Z-2026-07, to the City Council with a favorable recommendation as submitted.

3516 Shire Lane Inn

PROPOSED ADJUSTED LOT A OF NEW TOWN BAP 12, ALSO BEING PART OF U.S. SURVEYS 221 THROUGH 225 OF THE ST. CHARLES COMMON FIELDS, TOWNSHIP 47 NORTH, RANGE 5 EAST ST. CHARLES COUNTY, MISSOURI

PARKING EXHIBIT

NORTH

GRAPHIC SCALE

(IN FEET)
1 inch = 50 ft.

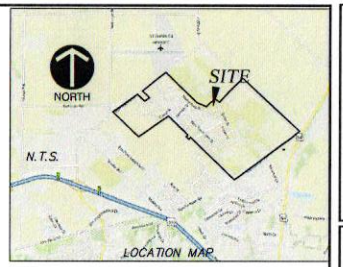
PARKING CALCULATIONS:
PER NEW TOWN CODE E SECTION 2.5 MIXED-FUNCTION PARKING STANDARDS: REQUIRED PARKING T2 LODGING

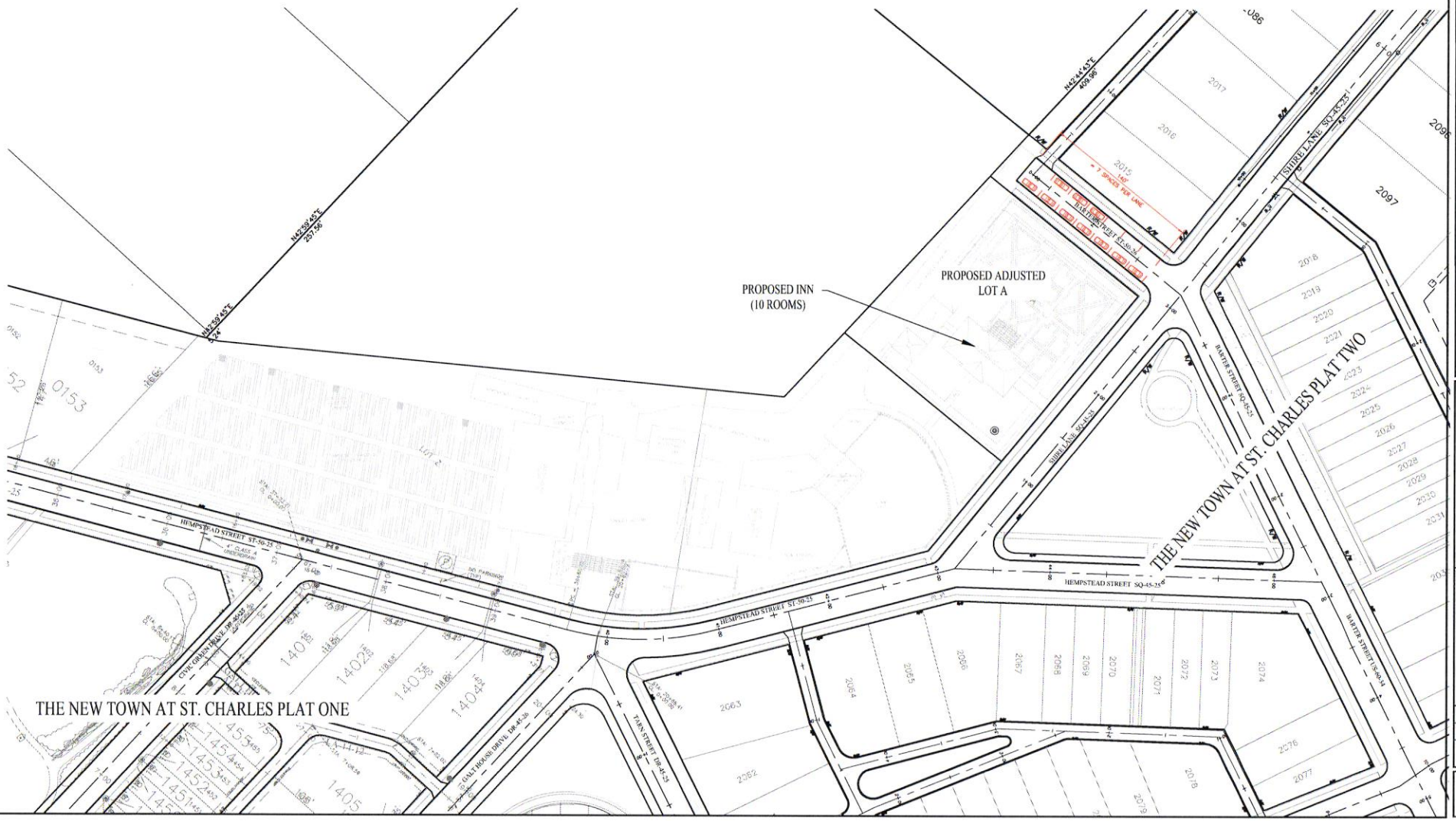
1.0 SPACES/BEDROOM

10 BEDROOMS X 1.0 SPACES/BEDROOM = 10 SPACES REQUIRED

10 SPACES SHOWN

= 1 PARKING SPACE (20' L.)





Civil & Environmental Consultants, Inc.
1450 Basle Street, Suite 305
St. Charles, MO 63303
314-656-4566 www.cecinc.com

3516 SHIRE LANE INN
PARKING EXHIBIT

Prepared For:
Commons Pathway Holdings, LLC
3324 Rue Royale Street
St. Charles, Missouri 63301

THE NEW TOWN AT ST. CHARLES

REVISIONS

NO.	DATE

ENGINEERS AUTHORIZATION
The responsibility for professional engineering liability on this project is hereby limited to the set of plans authenticated by the seal, signature, and date hereunder attached. Responsibility is disclaimed for all other engineering plans involved in this project and specifically excludes revisions after this date unless reauthenticated.
Civil & Environmental Consultants, Inc.

DRAWN DWD	DATE 03/2026
CHECKED KAS	DATE 03/2026
PROJECT # 360-767.SV01	
TASK #	FIELD BOOK X

3516 SHIRE LANE INN
PARKING EXHIBIT

SHEET 1 OF 1

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P:\360-000\360-767-CADD\DWG\XREF\360-767 SHIRE INN PARKING EXHIBIT.DWG

THE COMMONS
SHARED OFFICE & EVENT SPACE

Re: Z-2026-07 3516 Shire Lane

To Whom It May Concern,

The plans and use for the property upon its rezoning is an **Inn** which falls under the New Town Regulating Plan Transect Zone 2 - Section 2.3.2.

Parking for the inn will be offered in four of the seven existing garage spaces as well as additional street parking.

We will initially allow up to **ten** guests in the four bedroom ~2800 sq ft above ground home. We have engaged a Fire Protection Engineering design professional to assess the feasibility and costs of adding a sprinkler system. If it proves financially feasible, we intend to increase the allowed guest count. Depending on how the unfinished basement is configured, we may be able to get up to **20**, but sixteen is the current plan. Prior to starting any alterations to the home, we would seek permitting with **engineered and architecturally sealed plans**.

Sincerely,

Paul Dinkins

Managing Member of Commons Pathway Holdings LLC (Landlord)

Managing Member of Commons Group LLC (Operator)

ADJUSTED LOT A:

A TRACT OF LAND BEING PART OF LOT A OF THE NEW TOWN AT ST., CHARLES PLAT TWO, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 43 PAGE 203 OF THE ST. CHARLES COUNTY, MISSOURI RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERN MOST CORNER OF SAID LOT A, SAID POINT BEING ON THE SOUTHWESTERN RIGHT OF WAY LINE OF BARTER STREET; THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE SOUTH 50°48'21" EAST 168.78 FEET TO A POINT, SAID POINT BEING THE NORTHWEST INTERSECTION OF BARTER STREET AND SHIRE LANE; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERN RIGHT OF WAY LINE OF SHIRE LANE SOUTH 39°11'39" WEST 190.00 FEET TO A POINT; THENCE NORTHWESTERLY DEPARTING FROM SAID RIGHT OF WAY LINE NORTH 50°41'24" EAST 180.55 FEET TO A POINT ON THE NORTHWESTERN PROPERTY LINE OF SAID LOT A; THENCE NORTHEASTERLY ALONG SAID PROPERTY LINE NORTH 42°44'43" EAST 190.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 33,155.66 SQUARE FEET OR 0.761 ACRES MORE OR LESS.

Bill No. 14084 Ordinance No. _____

Sponsor: Michael Galba

AN ORDINANCE APPROVING AN AMENDMENT TO THE NEW TOWN AT ST. CHARLES REGULATING PLAN AND, SPECIFICALLY, TO AMEND THE PLAN AS IT PERTAINS TO AN APPROXIMATELY 33,155 SQUARE FOOT TRACT OF LAND LOCATED AT 3516 SHIRE LANE AND REZONE SUCH LAND TO "T-2/PD-MU" TRANSECT ZONE 2 WITHIN THE PLANNED DEVELOPMENT MIXED-USE DISTRICT FROM "CS/PD-MU" CIVIC SPACE WITHIN THE PLANNED DEVELOPMENT MIXED-USE DISTRICT FOR A PROPOSED INN.

Whereas, an application to amend the New Town Regulating Plan was received from Common Pathway Holding, LLC, the applicant/owner of approximately 33,155 square feet of land located at 3516 Shire Lane within the New Town at St. Charles development and commonly known as Glenmark Farm, for the purpose of operating an inn within the existing residential structure on site (the "Application"); and

Whereas, on April 13, 2026, the Planning and Zoning Commission of the City of St. Charles, Missouri, considered the Application and made a favorable recommendation (10 in favor, 0 opposed) to the Council of the City of St. Charles, Missouri (the "City Council"); and

Whereas, the City Council held a Public Hearing on the Application and citizens were given an opportunity to provide comment regarding the Application.

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

SECTION 1. The New Town at St. Charles Regulating Plan is amended to effectively rezone the approximate 33,155 square foot tract of land located at 3516 Shire Lane, as described in Exhibit A attached hereto and incorporated by this reference, from "CS/PD-MU" Civic Space within the Planned Development Mixed-Use District to "T-2/PD-MU" Transect Zone 2 within the Planned Development Mixed-Use District.

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

Bill No. 14084

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

T:\ORDINANCES\ORDINANCES\REZONE\New Town 3516 Shire Lane - transect rezoning Z-2026-07 (5.5.2026).docx

ADJUSTED LOT A:

A TRACT OF LAND BEING PART OF LOT A OF THE NEW TOWN AT ST., CHARLES PLAT TWO, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 43 PAGE 203 OF THE ST. CHARLES COUNTY, MISSOURI RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERN MOST CORNER OF SAID LOT A, SAID POINT BEING ON THE SOUTHWESTERN RIGHT OF WAY LINE OF BARTER STREET; THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE SOUTH 50°48'21" EAST 168.78 FEET TO A POINT, SAID POINT BEING THE NORTHWEST INTERSECTION OF BARTER STREET AND SHIRE LANE; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERN RIGHT OF WAY LINE OF SHIRE LANE SOUTH 39°11'39" WEST 190.00 FEET TO A POINT; THENCE NORTHWESTERLY DEPARTING FROM SAID RIGHT OF WAY LINE NORTH 50°41'24" EAST 180.55 FEET TO A POINT ON THE NORTHWESTERN PROPERTY LINE OF SAID LOT A; THENCE NORTHEASTERLY ALONG SAID PROPERTY LINE NORTH 42°44'43" EAST 190.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 33,155.66 SQUARE FEET OR 0.761 ACRES MORE OR LESS.

EXHIBIT A

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 5/5/2026
Regular ☒ Special ☐ Work Session ☐
ATTACHMENT: YES ☒ NO ☐
Report ☒ Resolution ☐ Ordinance ☒

Bill # 14085

Request for Council Action

Ward(s): All **Sponsor(s):** M. Hollander, Ratchford, Mitchell, Foust, Galba Haberstroh, Shipman, Kyle

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

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

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

Summary:
Attached is a Text Amendment at the direction of City Council which would regulate Data Centers. Per the amendment, a new definition for "Data Center" is being proposed as well as an amended definition of "Warehouse" (clearly drawing a distinction between the two uses). Currently in the Zoning Code, Data Center is not defined and was previously interpreted to fall under the existing definition for Warehouse. While Data Center is now being defined in this proposal, this new land use is NOT being identified as a permitted or conditional land use within any Zoning District for the City. Per the Zoning Ordinance, Data Centers would therefore be prohibited as proposed. The Planning & Zoning Commission heard this item originally at its Feb. 9, 2026 meeting, where City Staff introduced the item and a total of 15 people spoke on this item (a majority of the speakers where against the proposal). The Commission closed the public hearing and voted to table this item until its April 13, 2026 meeting (6 in favor, 2 opposed). At its April 13, 2026 meeting, the Planning & Zoning Commission voted in favor (7 in favor, 3 against) for a recommendation to forward the text amendment to the City Council as submitted. Additional written comment is provided for the Council's consideration submitted after the Planning & Commission Public Hearing was closed on Feb, 9, 2026 (majority of the correspondence is supportive of the Text Amendment).

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

RCA prepared by: JTB Dept. Dir. JTB Finance Dir. gao Dir. of Admin. C

AGENDA ITEM: #4

Community Development

Memorandum

To: **Planning and Zoning Commission**

From: **John Boyer, Director of Community Development**

Date: **April 13, 2026**

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

On February 9, 2026, staff brought forward the above-referenced Text Amendment to the Planning and Zoning Commission at the direction of City Council. At that meeting, the Commission **closed** the Public Hearing and, after discussion, **tabled** (6 in favor, 2 opposed) a vote on recommendation of the text amendment to the April 13, 2026 Planning and Zoning Commission meeting.

At its March 17, 2026 meeting, the City Council passed Resolution #R26-007, which "requests that the members of the City of St. Charles Planning and Zoning Commission commit to voting on Case No. TA-2026-01 at their April 2026 meeting, thus allowing the amendment to advance to the City Council for its decision, in accordance with Section 400.1010 of the Code of Ordinances of the City of St. Charles." Resolution #R26-007 is included for the Commission's review and consideration.

Staff provides the text amendment as previously submitted and as requested by the City Council for the Planning and Zoning Commission's consideration. As this is an update to Chapter 400 of the Code of Ordinances for the City of St. Charles, the Commission must provide a recommendation (whether positive or negative) to the proposed text amendment. **Upon the Commission's recommendation, the item will move forward for public hearing before the City Council on May 5, 2026 at 7pm, when additional input may be provided by any and all interested parties.**

Staff acknowledges additional written comments (26 letters) has been received by staff on this matter; however, since the public hearing was closed by the Planning and Zoning Commission at their February 9, 2026 meeting, per the Planning and Zoning Commission adopted rules and procedures, those comments cannot be included for this April 13, 2026 meeting. **These comments will be provided to City Council for their review/consideration when they hold their public hearing and review the recommendation of the Planning and Zoning Commission on this matter.**

If the Commission recommends denial of the text amendment, the Commission is required to state the reasons for the negative recommendation to the City Council to be included in the record. Included is the draft ordinance which provides underlined text for the new language.

Recommended Motion

Motion to forward a recommendation of approval to City Council for application TA-2026-01 as submitted.

RESOLUTION No. R26-007

SPONSORS: Bill Otto, Mark Hollander, Vince Ratchford, Mary West, Denise Mitchell, Justin Foust, Michael Galba, Bart Haberstroh

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.

WHEREAS, the City Council of the City of St. Charles is supportive of the development and deployment of new technologies, and seeks to promote a development-friendly and business-friendly environment within the City; and

WHEREAS, the City Council adamantly supports new business and economic development when such makes sense for the benefit of the City's residents and growth goals; and

WHEREAS, the City Council is further in support of Union members who live and work in our city; and

WHEREAS, it is acknowledged that there is considerable interest and concern on the part of residents of the City of St. Charles related to the possible development of data centers within the City; and

WHEREAS, on August 22, 2025, the City Council and the Mayor approved Resolution R25-014, imposing a one-year moratorium on the acceptance of applications relating to the establishment or expansion of data centers; and

WHEREAS, the City Council wishes to be able to consider and act on proposed amendments to the City's land use regulations related to data centers well in advance of the end of the one-year moratorium in order to provide certainty to the City's residents and businesses; and

WHEREAS, upon the passage of Resolution R25-014, City staff researched the effects of data centers and the feasibility of such use within the City limits; and

WHEREAS, City staff found that current zoning and development standards do not adequately address the unique characteristics, demands, and potential cumulative effects of data centers, which are a rapidly growing and evolving land use across the United States; and

WHEREAS, defining "Data Center" and implementing the regulation of data centers as a principal use is a reasonable land use policy choice intended to prevent incompatible siting and to avoid disproportionate infrastructure and service impacts, while preserving the City's ability to accommodate customary accessory

data processing and similar incidental facilities that are subordinate to and customarily associated with otherwise permitted primary uses; and

WHEREAS, while data centers as a principal or primary use is regulated in the proposed amendment, a data center as an accessory use is specifically excluded from such definition and is not prohibited thereby; and

WHEREAS, due to the significant acreage and resources that modern data centers demand and require, City staff does not currently believe there are suitable locations for large-scale data centers within the City; and

WHEREAS, for these reasons, on January 23, 2026, the City Council directed Administration to initiate an amendment to the City's land use regulations, which is currently before the Planning and Zoning Commission, Case No. TA-2026-01; and

WHEREAS, the proposed amendment was presented before the Planning and Zoning Commission at its February 9, 2026 meeting, and the Commission voted to table the matter until the April 2026 Commission meeting; and

WHEREAS, it is the City Council's intent to consider revisions to the Zoning Code designed to protect the health, safety, and general welfare of the community.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI, AS FOLLOWS:

Section 1: The City Council hereby requests that the members of the City of St. Charles Planning and Zoning Commission commit to voting on Case No. TA-2026-01 at their April 2026 meeting, thus allowing the amendment to advance to the City Council for its decision, in accordance with Section 400.1010 of the Code of Ordinances of the City of St. Charles.

March 17, 2026
Date Passed

Michael Galba, Presiding Officer

3-19-26
Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Holly Magdziarz 3/13/2026
Holly Magdziarz, City Attorney Date

Attest:

Kimberly Hudson, City Clerk

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

Bill # N/A

Request for Council Action

Ward(s): N/A **Sponsor(s):** D Ho, M. Hollander, Ratchford, West, Mitchell, Foust, Galba & Haberstroh

Description:
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.

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

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

Summary:
On January 23, 2026, the City Council requested Administration to initiate an amendment to the City's land use regulations, which is currently before the Planning and Zoning Commission, Case No. TA-2026-01. At its public hearing on February 9, 2026, the Commission voted to table any action on the proposed amendment to their April 2026 meeting. This resolution provides background for Council's direction and requests that Planning & Zoning vote on the matter at their April meeting so that the proposed amendments can proceed to Council for consideration.

Budget Impact: (revenue generated, estimated cost, CIP item, etc.)
Fiscal Impact: $ 0.00 **N/A** ☑
Account #:
Project #:

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

AGENDA ITEM: #12

Community Development

Memorandum

To: **Planning and Zoning Commission**

From: **John Boyer, Assistant Director of Community Development/Planning Manager**

Date: **February 9, 2026**

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

In 2025, applications were received by the City of St. Charles proposing a new Data Center off Elm Point Road and Hwy 370. After review by the City and after considerable public input/debate, that project was withdrawn by the applicant and ultimately did not move forward.

On August 22, 2025, following the review of the above proposal, the City Council passed City Resolution #25-014 which imposed a one (1) year moratorium "on the acceptance of applications relating to the establishment or expansion of Data Centers" (see attached for reference). As stated in the Resolution, the intent of this moratorium was to "allow City staff the necessary time to study the issue and make recommendations to the City Council regarding revisions to the Zoning Code and other standards related to data centers".

Since this moratorium, City Staff and City Officials have reviewed Data Centers' effects nationwide as well as potential effects of these new uses, including but not limited to water consumption, power consumption, and noise impacts, upon City infrastructure, land uses, neighborhoods, etc. **After careful review, and as directed by the Mayor and City Council, City staff has prepared the attached text amendment to ban Data Centers as a primary use within the City of St. Charles.**

In the attached proposal (drafted by Planning Staff and City Legal Counsel), a definition of Data Center is being proposed as well as an amended definition of Warehouse. Currently in the Zoning Ordinance, Data Center is not defined and was previously interpreted to fall under the existing definition for Warehouse. In addition to defining Data Centers and amending the definition of Warehouses, Data Centers effectively become its own/specific new land use defined by the city.

While now defined in this proposal, this new land use is NOT being identified as a permitted or conditional land use within any Zoning District for the City. Per Section 400.130 of the Zoning Ordinance, Data Center would therefore be prohibited as proposed, due to the way the City's zoning code is structured:

> "**Section 400.130 Uses Not Permitted by Provisions.**
> For the purposes of this Chapter, permitted uses are listed for the various districts. Unless

the contrary is clear from the context of the lists or other regulations of this Chapter, uses not specifically listed are prohibited." (*emphasis added by staff*)

To restate it: by defining Data Center, amending Warehouse to specifically exclude Data Center, and then not listing Data Center as a permitted or conditional land use, this ordinance would have the effect of prohibiting data centers within the City.

While enacting a ban on any Data Centers as a primary use, this ordinance proposal does NOT ban any secondary/accessory functions of existing permitted land uses. The intent is not to prohibit normal or customary data processing, storage, and similar incidental facilities that are accessory and subordinate to otherwise permitted land uses (e.g., server rooms, etc.).

As required by the Zoning Ordinance, the Commission shall conduct a public hearing on the proposed text amendment, deliberate the proposed changes to the zoning code, and vote to provide a recommendation to the City Council. The City Council will conduct a public hearing on March 3, 2026, on the proposed text amendment, receive the Commission's recommendation, and vote to introduce a bill to amend the zoning code to adopt the text amendment.

If the Commission recommends denial of the text amendment, the Commission is required to state the reasons for the negative recommendation to the City Council to be included in the record. Included is the draft ordinance which provides underlined text for the new language.

Recommended Motion

Motion to forward a recommendation of approval to City Council for application TA-2026-01 as submitted.

Bill No. _____ Ordinance No. _____

Sponsors:

AN ORDINANCE AMENDING SECTION 400.050 OF THE CODE OF ORDINANCES ADDING A DEFINITION OF DATA CENTER AND AMENDING THE DEFINITION OF WAREHOUSE.

WHEREAS, as provided by Section 400.020 of the Zoning Code, for the purposes of "promoting health, safety, morals and general welfare of the community" the City Council "places regulations and restrictions upon the height, number of stories and size of buildings and other structures, the percentage of lot that may be occupied, the size of yards, courts and other open spaces, the density of population, the preservation of features of historical significance and the location and use of buildings, structures and land for trade, industry, residence or other purposes"; and

WHEREAS, it is acknowledged that there is considerable interest and concern on the part of residents of the City of St. Charles related to the possible development of data centers within the City; and

WHEREAS, current zoning and development standards do not adequately address the unique characteristics, demands, and potential cumulative effects of data centers, which are a rapidly growing and evolving land use across the United States; and

WHEREAS, because of possible effects of data centers on the community, including but not limited to water consumption, power consumption, and noise impacts, the City Council has expressed its intent to consider revisions to the Zoning Code designed to protect the health, safety, and general welfare of the community; and

WHEREAS, the City's comprehensive planning policies and zoning framework are designed to encourage compatible land uses, orderly growth, and efficient provision of public facilities and services, while protecting neighborhoods and the community from uses that impose disproportionate burdens on public infrastructure; and

WHEREAS, prohibiting data centers as a principal use is a reasonable land use policy choice intended to prevent incompatible siting and to avoid disproportionate infrastructure and service impacts, while preserving the City's ability to accommodate customary accessory data processing and similar incidental facilities that are subordinate to and customarily associated with otherwise permitted primary uses; and

WHEREAS, Section 400.130 of the City's Zoning Code provides that "For the purposes of this Chapter, permitted uses are listed for the various districts. Unless the contrary is clear from the context of the lists or other regulations of this Chapter, uses not specifically listed are prohibited."; and

WHEREAS, by defining "Data Center" under the City's Zoning Code (Chapter 400) without specifically listing it in any district the City's Zoning Code, data centers are therefore effectively prohibited as a use in any district; and

WHEREAS, the City Council finds that the public interest is served and the health, safety, morals, and general welfare of the community are preserved by amending the City's zoning regulations to prohibit data centers as a use within the City, while maintaining the integrity of the City's comprehensive plan, protecting neighborhoods and business districts, and managing infrastructure and public safety risks in a prudent and fiscally responsible manner; and

WHEREAS, as required by Section 400.1010 of the Ordinances of the City of St. Charles, Missouri, a public hearing before the Planning and Zoning Commission occurred on _____, and the Commission forwarded a recommendation for _____ to the City Council.

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

SECTION 1. Section 400.050 of the Code of Ordinances of the City of St. Charles, Missouri is hereby amended as to the following definitions (to be inserted in alphabetical order) to read as follows:

Section 400.050. Definitions.

For the purpose of this Chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

DATA CENTER

A building, group of buildings, or facility whose primary use is data processing or data storage, and is used to house computer systems, servers, and associated components, such as but not limited to central processing units, graphical processing units, neural networks, quantum bits, quantum processors, memory, data routing, data storage, data warehouse, server farm, bitcoin mining, crypto processing, virtual private networks, virtual servers, artificial intelligence training or processing, image processing, cloud computing, email servicing, a telecom hotel, telehouse co-location, or any other term applicable to facilities that are used for such purposes.

WAREHOUSE

A place, other than a Data Center, for the storage of merchandise or commodities.

SECTION 2. It is the intention of the City Council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the

City of St. Charles, Missouri, and the sections of this ordinance may be renumbered to accomplish such intention.

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

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

Resolution No. R25-014

Sponsors: Bill Otto, Mark Hollander, Vince Ratchford, Mary West, Denise Mitchell, Justin Foust, Brian Gould, Michael Galba, Bart Haberstroh, Steve Hollander

A RESOLUTION IMPOSING A ONE-YEAR MORATORIUM ON THE ACCEPTANCE OF APPLICATIONS RELATING TO THE ESTABLISHMENT OR EXPANSION OF DATA CENTERS.

Whereas, the City Council of the City of St. Charles from time to time reviews its ordinances to ensure that laws, development regulations, and processes preserve the quality of life for residents; and

Whereas, Under Section 400.020 of the Zoning Code, for the purposes of "promoting safety, morals and general welfare of the community" the City Council "places regulations and restrictions upon the height, number of stories and size of buildings and other structures, the percentage of lot that may be occupied, the size of yards, courts and other open spaces, the density of population, the preservation of features of historical significance and the location and use of buildings, structures and land for trade, industry, residence or other purposes"; and

Whereas, data centers are currently considered a warehouse use under the City's Zoning Code (Chapter 400); and

Whereas, it is acknowledged that there is considerable interest and concern on the part of residents of the City of St. Charles related to the possible development of data centers within the City; and

Whereas, because of possible effects of data centers on the community, the City Council intends to consider revisions to the Zoning Code and other standards designed to protect the health, safety, and general welfare of the community; and

Whereas, current zoning and development standards may not adequately address the unique characteristics, demands, and potential cumulative effects of data centers, which are a rapidly growing and evolving land use across the United States; and

Whereas, the City Council believes it is necessary for a one-year moratorium on the acceptance or processing of applications or permits pertaining or related to the establishment or expansion of any data center uses, including, but not limited to, applications for building permits, site plan & architectural reviews, variances, flood plain development permits, conditional use permits, grading permits, and occupancy permits; and

Whereas, a moratorium will allow City staff the necessary time to study the issue and make recommendations to the City Council regarding revisions to the Zoning Code and other standards related to data centers, and ensure consistency and fairness by preventing nonconforming uses that could undermine a comprehensive zoning plan; and

Whereas, the City Council supports a one-year moratorium on the City's acceptance and processing of all applications or permits pertaining or related to the establishment or expansion of any data center uses, with said moratorium to be effective from the passage of this resolution by the City Council, for a period of one year.

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

SECTION 1. The City of St. Charles, Missouri, hereby supports and authorizes a moratorium on the acceptance or processing of any applications or permits of applications pertaining to the establishment or expansion of any data center uses, including, but not limited to, applications for building permits, site plan & architectural reviews, variances, flood plain development permits, conditional use permits, grading permits, and occupancy permits, with said moratorium to run from the date of passage for a period of one year.

SECTION 2. For the purposes of this Resolution, "data center" shall mean a building, group of buildings or facility whose primary use is data processing or data storage, and is used to house computer systems, servers, and associated components, such as but not limited to central processing units, graphical processing units, neural networks, quantum bits, quantum processors, memory, data routing, data storage, data warehouse, server farm, bitcoin mining, crypto processing, virtual private networks, virtual servers, artificial intelligence training or processing, image processing, cloud computing, email servicing, a telecom hotel, telehouse co-location, or any other term applicable to facilities which are used for such purposes.

SECTION 3. This Resolution shall be in full force and effect from and after its passage by the City Council.

August 22, 2025
Date Passed

Michael Galba, Presiding Officer

8-22-25
Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Holly Magdziarz 8/21/2025
Holly Magdziarz, City Attorney Date

Attest:

Kimberly Hudson, City Clerk

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 8/22/2025
Regular ☐ Special ☑ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☑ Ordinance ☐

Bill # N/A

Request for Council Action

Ward(s): All **Sponsor(s):** All Members of City Council

Description:
Consideration of a resolution imposing a one-year moratorium on the acceptance of applications relating to the establishment or expansion of data centers.

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

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

Summary:
The recent data center proposal has generated significant interest and concern by the community. Due to the concerns raised about data centers, staff has prepared a resolution that would impose a one-year moratorium on the acceptance by the City of any applications or permits relating to the establishment or expansion of data centers in the City of St. Charles.

This moratorium would give the City time to evaluate the potential effects of data centers, research best practices, and consider changes to the Zoning Code and other standards designed to protect the health, safety, and general welfare of the community, as well as to ensure consistency and fairness by preventing nonconforming uses. The moratorium would go into effect immediately on August 22, 2025 if passed at the August 22 meeting.

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

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

John Boyer

From: Allan and Jamie Newsham [redacted]
Sent: Monday, February 9, 2026 10:47 AM
To: John Boyer
Subject: P&Z Meeting 2-9-26 - Data Centers

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

Good morning, Mr. Boyer. My name is Jamie Newsham, I've lived in St Charles since my family moved here in 1961. I am unable to attend tonight's P&Z meeting but would like to voice my support for having City Council, with P&Z's approval, rewrite the city ordinance regarding construction and use of warehouses to clearly state that a large data center would not be considered acceptable for a traditional warehouse. I appreciate you proposing this ban which would prevent large scale data centers, like the CRG center proposed last summer, from being built within the city limits and also certainly not near our water wellfields. Please encourage everyone on the P&Z Board to back this proposal.

You may add my comments to tonight's hearing if you like. Our city needs strong watchdogs to preserve the integrity and beauty of our city now and long into the future.

Thank you.

Jamie Newsham
2545 W Randolph
St Charles MO 63301
[redacted]

John Boyer

From: Tom Hesterman [redacted]
Sent: Wednesday, February 11, 2026 4:12 PM
To: St Charles Planning and Zoning Commission
Subject: Against data centers

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

Please prevent any data centers from locating within the city of St Charles. Our city is not the appropriate type of environment for data centers and we don't want them on our power grid or using our already constrained water supply. The short term benefit of construction jobs is not worth the long term negative impact to our city. This is becoming obvious across the country as more citizens are becoming aware of data centers and their harm is becoming widely recognized.

Tom Hesterman
3521 Tarn Street
[redacted]

John Boyer

From: Pam Cummings <[redacted]>
Sent: Wednesday, February 11, 2026 7:37 AM
To: St Charles Planning and Zoning Commission
Subject: Banning Data Centers

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

This email is sent to urge you to vote for a ban on data centers in St. Charles. Even though there may be short term economical benefits, the long term effect will be a great detriment to St. Charles. Every day more and more factual evidence is produced showing the long range harmful effects for areas that have allowed data centers to be developed.

I'm an old lady, but for the future of my children, grandchildren and great grandchild I request you ban data centers for St. Charles.

Thank you.

Pam Cummings

John Boyer

From: Karen Maresca [redacted]
Sent: Tuesday, February 10, 2026 3:09 PM
To: St Charles Planning and Zoning Commission
Subject: Data Center Ban

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

I am writing to voice my concern about the prospect of a data center being built in St. Charles. PLEASE vote to support the ban. Besides the potential of contaminating our already stressed water supply, there is noise pollution and Ameren bills will sky rocket. Property values will go down.
I have recently heard that all ready existing data centers are failing because the upkeep is so very expensive.
The short term financial benefit is far overshadowed by the disastrous ecological impact it will most certainly cause

Thank You
Karen Maresca
2975 Zumbehl Rd.

John Boyer

From: Pat & Janice Millfelt [redacted]
Sent: Tuesday, February 10, 2026 2:51 PM
To: St Charles Planning and Zoning Commission
Subject: Data center

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

To whom it may concern.
My husband and I are against having a data center in St. Charles, our water is already polluted with no guarantee of clean water for the future. And a data center will not help that. It may erase the cost of our electricity and will be bad for the environment. Do not accept a data center in St. Charles. Put it to a vote and ask the public what we want.
Thank you, Janice Millfelt and Patrick Millfelt
20 Summit Pointe Court St. Charles, Missouri 63301

Yahoo Mail: Search, Organize, Conquer

John Boyer

From: d j [redacted]
Sent: Tuesday, February 10, 2026 2:11 PM
To: St Charles Planning and Zoning Commission
Subject: Parks and Data Center

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

Please listen to your voters. The opposition to these initiatives is loud and clear. The damage done in other communities by massive data centers is well documented. Our taxpayer supported parks are much more valuable than electronic promotional signage. Please, be better representatives of St Charles citizens.

Yahoo Mail: Search, Organize, Conquer

John Boyer

From: Pam Arthur [redacted]
Sent: Tuesday, February 10, 2026 1:58 PM
To: St Charles Planning and Zoning Commission
Subject: Data Center Ban

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

Please put a permanent ban on data centers in St. Charles! A data center would only create pollution and higher utility bills. Thank you for all of the work you do!

John Boyer

From: Elizabeth Wollenberg [redacted]
Sent: Tuesday, February 10, 2026 1:42 PM
To: St Charles Planning and Zoning Commission
Subject: For April P&Z meeting

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

Hello P&Z committee,

I'm writing now in case I can't attend the meeting in April. Please take into consideration the thousands of signatures that have been collected since July 2025 in regards to not wanting a data center. This shows you the amount of residents in St. Charles that oppose any consideration of a data center.

I am asking for your support to put a ban on data centers in the city of St. Charles. I've called St. Charles my home since 2017, when I relocated here from Raleigh, NC. I'm a Cleveland, Ohio native and I have seen the devastating effects that data centers are causing all over the country. Let's not add to the environmental crisis we are experiencing and do something right that will have a lasting impact for generations to come.

With respect,
Elizabeth Wollenberg
241 E Governor Pl in Ward 10

Sent from my iPhone

John Boyer

From: Eric Ringhofer [redacted]
Sent: Tuesday, February 10, 2026 1:10 PM
To: St Charles Planning and Zoning Commission
Subject: Data center ban

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

To whom it may concern,

I am asking for your support of a ban of data centers for St. Charles City. We are currently embroiled in a serious water quality issue, which is not coming to resolution any time soon, and adding a data center will exacerbate this issue further. The ban on data centers is beneficial to the community now , and in the future. There are better ways to stimulate job growth and tax base. Please work for us, not against us.

Thank you
Eric Ringhofer
St. Charles City Resident.

Eric Ringhofer
LANDSCAPE ARCHITECT
[redacted]
GREENGUYS
DISCUSS.DESIGN.DELIVER.

John Boyer

From: Karen O'Hearn [redacted]
Sent: Tuesday, February 17, 2026 8:22 AM
To: St Charles Planning and Zoning Commission
Subject: Data Centers

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

Good morning!
I support a permanent ban on data centers in the City of St. Charles. Great article on the "mysteries" surrounding data centers:
https://www.ksdk.com/mobile/article/news/local/whos-behind-the-big-promises-anonymous-ad-fuels-missouri-data-center-debate/63-54377a0e-ca74-4230-a462-a223ec47eaf7
The last P & Z meeting was stacked with data center supporters (probably with personal financial interests). The man who represented the data center at the convention center fiasco was a lawyer who specializes in getting tax breaks for big companies. These people, like Axiom, will take of advantage of our city in every way possible. Only a select few people might profit from a data centers, but not our city.
We need a permanent ban on data centers,
Karen O'Hearn

John Boyer

From: Rick Arthur [redacted]
Sent: Sunday, February 15, 2026 2:17 PM
To: St Charles Planning and Zoning Commission
Subject: Data Centers in St Charles

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

Please don't let any organization build a data center in St. Charles. I support a permanent ban on Data Centers within St. Charles.

Data Centers bring a few jobs in briefly while being built, but their long-term benefit is practically zero, as no new jobs are created. Instead we are left with an eye sore and larger electricity bills. Data centers are BAD for St Charles.

Thank you,
Rick Arthur
3206 S Canal Way, St Charles, MO 63301

John Boyer

From: Jean Oliver [redacted]
Sent: Sunday, February 15, 2026 1:48 PM
To: St Charles Planning and Zoning Commission
Cc: Jean Oliver
Subject: No on Data Center

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

The citizens of St. Charles city do NOT want the Data Center. The economic benefit is only for construction. No permanent jobs will occur, they run by themself. Electric hum, and demand is jeopardizing our electric rates. Damage to our water supply is also at risk with recirculating water replacement.

Jean K Oliver

John Boyer

From: Emily Struckmann [redacted]
Sent: Saturday, February 14, 2026 10:32 PM
To: St Charles Planning and Zoning Commission
Subject: data center ban

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

I live in St. Charles and I support the data center ban. Please, no data centers in our city.

Sent from my iPhone

John Boyer

From: Kiera Sanders [redacted]
Sent: Friday, February 13, 2026 7:22 PM
To: St Charles Planning and Zoning Commission
Subject: Data Center

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

Hello,

I writing to let you know that I am in favor of the ban on data centers in St. Charles. The centers are harmful to the community and residents.

https://www.staxengineering.com/stax-hub/the-environmental-impact-of-data-centers/

https://www.lincolninst.edu/publications/land-lines-magazine/articles/land-water-impacts-data-centers/

https://stpp.fordschool.umich.edu/sites/stpp/files/2025-07/stpp-data-centers-2025.pdf

I could list many more resources, but you get my point. It is amazing that with as much knowledge as we have about data centers, that the city would even consider allowing one to be built here. That truly shows how little care those that are for the data center have for our community and the citizens.

Could you please tell me when the next meeting regarding this decision where the general public will be allowed will take place? I will be there.

Thank you for your time,
Kiera Sanders
City of Saint Charles Resident

John Boyer

From: Zachary Tusinger
Sent: Wednesday, February 18, 2026 8:06 AM
To: John Boyer
Subject: Fw: FW: Thank You for Your Consideration on Data Centers

Zach Tusinger, JD | AICP | CPM
Director of Community Development
200 North Second Street, Room 303
St. Charles, MO 63301
Office Phone 636.940.4605
zachary.tusinger@stcharlescitymo.gov

Community Development

From: Larry Dobrosky <Lawrence.Dobrosky@stcharlescitymo.gov>
Sent: Wednesday, February 18, 2026 7:41 AM
To: Zachary Tusinger <Zachary.Tusinger@stcharlescitymo.gov>
Subject: Fwd: FW: Thank You for Your Consideration on Data Centers

---------- Forwarded message ----------
From: Dan Borgmeyer <Dan.Borgmeyer@stcharlescitymo.gov>
Date: Feb 13, 2026 6:03 PM
Subject: FW: Thank You for Your Consideration on Data Centers
To: Mayor and City Council Members <CityCouncilMembers@stcharlescitymo.gov>
Cc: Larry Dobrosky <Lawrence.Dobrosky@stcharlescitymo.gov>

An email from the Chamber of Commerce.

MD

From: Scott Tate [redacted]
Sent: Tuesday, February 10, 2026 11:31 AM

To: Dan Borgmeyer <Dan.Borgmeyer@stcharlescitymo.gov>; Missy Palitzsch [redacted]
Subject: Thank You for Your Consideration on Data Centers

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

Mayor Borgmeyer and Missy,

The Chamber would like to share their appreciation to the St. Charles Planning & Zoning Commission for tabling the data center ban. I do not have the email addresses of the commission members. Can you please forward to the commission?

Thank you.

Dear Chairman Luesse, Mayor Borgmeyer and Members of the Planning and Zoning Commission,
On behalf of the St. Charles Regional Chamber, thank you for the thoughtful discussion and consideration during last night's meeting regarding data centers and their role in our community.
We appreciate the Commission's and the City's decision to table the issue of a data center ban. This approach reflects a balanced understanding of the need to carefully evaluate land use and infrastructure considerations while allowing additional time for discussion, analysis, and stakeholder input.
As demand for data, cloud services, and digital infrastructure continues to grow across the region, it is important for communities to take a measured and informed approach. By tabling the issue, the City of St. Charles is maintaining flexibility while ensuring decisions are grounded in long-term planning and economic competitiveness rather than haste. Your decision sends an important message that the City of St. Charles is committed to thoughtful planning without closing the door on future opportunity.
The Chamber values the City's willingness to engage with stakeholders, consider broader regional impacts, and approach complex issues with care. We look forward to continuing to work with City leadership, staff, and the Commission as conversations around growth, infrastructure, and economic development move forward.
Thank you again for your leadership and service to our community.

Sincerely,

Scott Tate | *President & CEO*
St. Charles Regional Chamber
[redacted]
O: 636.946.0633 x 101 | M: 314.541.2113
5988 Mid River Mall Drive | St. Charles, MO 63304
www.StCharlesRegionalChamber.com

stcharles
REGIONAL CHAMBER

John Boyer

From: Wendy Johnson [redacted]
Sent: Wednesday, February 18, 2026 9:36 AM
To: St Charles Planning and Zoning Commission
Subject: Strong Opposition to Proposed Data Center Development

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

Dear Council Members,

I am writing to express my strong opposition to the proposed data center project currently under consideration. While I understand the need to attract economic development, this particular project raises significant concerns for our community's long-term well-being.

Data centers offer minimal job creation relative to their scale, yet they place a substantial burden on local infrastructure. These facilities consume enormous amounts of electricity and water, generate continuous noise, and require industrial-level cooling systems — all of which are fundamentally at odds with the character and needs of our city. The potential strain on our utilities and the environmental impact alone warrant serious reconsideration.

Additionally, the proposed site location raises questions about compatibility with surrounding neighborhoods. Residents deserve development that enhances quality of life, not one that introduces industrial traffic, 24/7 mechanical noise, and increased utility demand without meaningful community benefit.

I respectfully urge the council to reject this proposal and pursue development opportunities that align with our city's values, support sustainable growth, and provide tangible benefits to residents.

Thank you for your time and for your continued service to our community.

Sincerely,
Wendy & Kevin Lowen

3246 Camp Street, St Charles, MO 63301

John Boyer

From: Sandra Choate [redacted]
Sent: Wednesday, February 18, 2026 7:21 AM
To: St Charles Planning and Zoning Commission
Subject: Data center

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

I am writing this to say I am very much against the data center, especially in the proposed location. I am very much for a permanent ban on data centers in our city. Please vote accordingly.

Sandra Choate

John Boyer

From: Cindy Jackson [redacted]
Sent: Thursday, February 19, 2026 12:42 PM
To: St Charles Planning and Zoning Commission
Subject: Data Center

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

To Whom it May Concern,

It has come to my attention that the decision to build the data center in St. Charles is still under consideration.

I am emailing to express my strong desire that the data center not be built in St. Charles. I reside in New Town and after researching this subject, have seen information confirming that it is not in the best interest of the residents, now and for future residents. The community has spoken loudly on this subject and I ask that the council and the mayor honor the decision of the residents who live here and call St. Charles home.

Sincerely,
Cindy Jackson

John Boyer

From: Jeanne Grimes [redacted]
Sent: Thursday, February 19, 2026 6:26 PM
To: St Charles Planning and Zoning Commission
Subject: Data Center in St Charles City/County

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

I would like to go on record stating that we do not want a data center built in our city or county

Sent from my iPhone

John Boyer

From: Alexis Simmons [redacted]
Sent: Wednesday, February 25, 2026 5:32 PM
To: St Charles Planning and Zoning Commission
Subject: Opposition and concerns to proposed data center development

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

Dear Planning & Zoning,

I am writing to express my concerns regarding the rapid development of data centers in our community and the significant impacts they may have on our environment, infrastructure, and overall quality of life.

While data centers are often promoted as drivers of technological growth and economic development, the reality is that they can place considerable strain on local resources. These facilities consume enormous amounts of electricity to power servers and maintain cooling systems. In many regions, this demand leads to increased reliance on fossil fuels, contributing to higher greenhouse gas emissions and undermining our community's sustainability goals.

Water usage is another pressing concern. Many data centers require substantial volumes of water for cooling purposes. In areas already facing water scarcity or drought conditions, this additional demand can put stress on local water supplies and raise costs for residents and small businesses.

Additionally, data centers can strain existing infrastructure. Increased energy demand may require costly upgrades to electrical grids and substations, expenses that are often indirectly borne by taxpayers. Construction and ongoing operations can also contribute to noise pollution from generators and cooling systems, heavy truck traffic, and disruption to nearby neighborhoods.

From an economic standpoint, although data centers occupy large tracts of land, they typically create relatively few long-term jobs compared to other types of development. This raises important questions about whether the trade-offs—environmental, financial, and social—truly benefit our community in the long run. Also data centers are unpleasant to look at and unappealing aesthetically.

I respectfully urge you to carefully evaluate the full impact of proposed data center projects, prioritize transparency, and ensure that any development includes strict environmental protections, community input, and meaningful local benefits. Our

community's well-being, sustainability, and future should remain the top priority in all development decisions.

Thank you for your time and consideration.

Sincerely,

Alexis Simmons, MA

Sociology Adjunct Professor

[redacted]

(636) 627 - 8173

John Boyer

From: Jordan [redacted]
Sent: Wednesday, February 25, 2026 2:58 PM
To: St Charles Planning and Zoning Commission
Subject: Homeowner in favor of Data Center BAN

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

To whom it may concern,

I am a homeowner and lifelong resident of the city of St. Charles. I am writing to express that I am in favor of a total ban on Data Centers within the City of St. Charles. This is a City, not an industrial zone.

I also STRONGLY urge you to re-zone the Elm Point wellfield area so that industrial businesses can not build or operate there. It is a hazardous risk to our drinking water and the health of our community.

Contaminating drinking water has and will continue to have a negative impact on both home values and tourism here, and I have heard that directly as a concern from potential buyers and visitors.

Thank you for reading,
Jordan Landolt

Jordan Landolt
Realtor® | TEAJ Broker LLC
636-627-8257 [redacted]
jordanlandolt.com

John Boyer

From: Michelle Hayden [redacted]
Sent: Tuesday, March 17, 2026 8:02 AM
To: St Charles Planning and Zoning Commission
Subject: Data Center Ban

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

Dear City of St. Charles,

I am writing to express my support for the ban on new data center developments in our area.

The long-term impacts on our community raise serious concerns. These facilities often consume vast amounts of electricity and water, placing strain on local resources and infrastructure. In addition, the environmental footprint (ranging from increased energy demand to noise pollution) can negatively affect the quality of life for nearby residents and the whole city.

Our community should prioritize sustainable development that aligns with the well-being of residents and the responsible use of natural resources. Allowing large-scale data centers to expand without careful limitations risks undermining those priorities. A ban would provide the opportunity to more thoroughly evaluate the long-term consequences and explore alternative solutions that better serve the public interest.

I respectfully urge you to support the ban on data centers in our community (City of St. Charles and the surrounding unincorporated area) and consider the lasting impact it will have on our community's future.

Thank you for your time and consideration.

Sincerely,
Michelle Hayden

John Boyer

From: Ann Yeoman [redacted]
Sent: Monday, March 16, 2026 6:06 PM
To: St Charles Planning and Zoning Commission
Subject: In strong opposition to Data Centers

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

I was relieved when the city council voted to put a year moratorium on new data center applications.

I'm especially concerned about exposing our already compromised water system to any additional possible jeopardy.

I regret missing the February P&Z meeting where it was decided to table your zoning amendment for a permanent ban. I thought it had been made clear how the city residents feel about this. To be sure, I'll be the April 13th meeting in hopes you can move this forward so the council members can finalize it with their vote.

Thank you,

Ann Yeoman
3563 Hempstead St, St Charles, MO 63301
314-283-6893
[redacted]

John Boyer

From: Allan and Jamie Newsham [redacted]
Sent: Sunday, March 15, 2026 9:38 AM
To: St Charles Planning and Zoning Commission
Subject: Data Center - St Charles

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

Since first learning about the city's involvement in building a data center within the city limits, I have been 100% opposed to it. I ask that the P&Z Commission support the Data Center Ban that the City Council has proposed. The negatives far outweigh any positives that certain city officials continue to claim.

I am a long time resident of St Charles, and have lived here since 1961. I have seen many changes to this city, some good, some bad. Our city is not keeping up with road maintenance; there are dozens of water main breaks every year; and we continue to have to purchase water from St Louis. Let's focus our energies and our funds not on corporate tax relief, but on making St Charles a wonderful place to live.

Thank you.

Jamie Newsham
2545 W Randolph
St Charles MO 63301

John Boyer

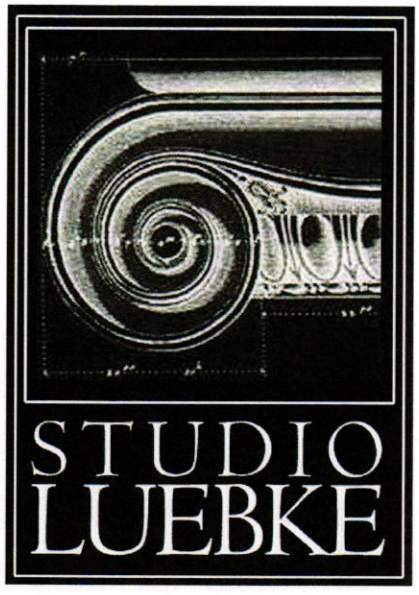
From: Charles Luebke [redacted]
Sent: Sunday, March 15, 2026 7:41 AM
To: St Charles Planning and Zoning Commission
Subject: Ban Data Centers in St. Charles
Attachments: Outlook-w5ggxq3x

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

Dear members of the St. Charles Planning and Zoning Commission,
I support the permanent ban on all data centers in our city. As an architect, I cannot support the negative impact they have had on other communities around the country and what they could have to our city. They are a drain on infrastructure and local resources. The citizens spoke when the last request for a data center was made. It is clear they are not wanted! Please pass a recommendation to the council for a total ban on data centers.
Respectfully,

Charles M. Luebke, AIA

Studio Luebke LLC
3445 Woolen Mill St.
St. Charles, MO 63301
314-630-3381 cell
[redacted]
www.facebook.com/studioluebkellc



John Boyer

From: Kimberly Hudson
Sent: Thursday, March 26, 2026 8:08 AM
To: John Boyer
Cc: Steve Hollander; Thomas"
Subject: Re: Data Centers — Transparency, Process, and Preserving Optionality

Hi John,

Please see email below.

Can you please forward this along to the P & Z Commission members as I do not have those email addresses?

Thank you,
Kim

From: Strunk, Thomas [redacted]
Sent: Wednesday, March 25, 2026 7:39 PM
To: Kimberly Hudson <Kimberly.Hudson@stcharlescitymo.gov>
Cc: Steve Hollander <Steve.Hollander@stcharlescitymo.gov>
Subject: FW: Data Centers — Transparency, Process, and Preserving Optionality

You don't often get email from tom.strunk@wwt.com. Learn why this is important

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

Kim,

Can you help me by forwarding this email to the Planning and Zoning Commission? The commission deserves more time (and the necessary resources) to properly study an issue as important as a permanent data center ban. Other jurisdictions are doing the hard work to preserve the potential for their communities and the council's approach to compress the timeline and avoid a thoughtful approach is just wrong. I urge the P&Z commission to reject this heavy-handed approach and put the issue back to the council by voting no on a permanent ban.

Thank you and my contact information is below if any commission members wanted to talk to me directly.

Thank you,
ts

GENERAL

From: Strunk, Thomas [redacted]
Date: Wednesday, March 25, 2026 at 7:21 PM
To: bill.otto@stcharlescitymo.gov <bill.otto@stcharlescitymo.gov>,

mark.hollander@stcharlescitymo.gov <mark.hollander@stcharlescitymo.gov>,
vince.ratchford@stcharlescitymo.gov <vince.ratchford@stcharlescitymo.gov>,
mary.west@stcharlescitymo.gov <mary.west@stcharlescitymo.gov>,
denise.mitchell@stcharlescitymo.gov <denise.mitchell@stcharlescitymo.gov>,
justin.foust@stcharlescitymo.gov <justin.foust@stcharlescitymo.gov>,
brian.gould@stcharlescitymo.gov <brian.gould@stcharlescitymo.gov>,
Michael.Galba@stcharlescitymo.gov <Michael.Galba@stcharlescitymo.gov>,
Bart.Haberstroh@stcharlescitymo.gov <Bart.Haberstroh@stcharlescitymo.gov>, Steve Hollander <steve.hollander@stcharlescitymo.gov>, heymayordan@stcharlescitymo.gov <heymayordan@stcharlescitymo.gov>
Subject: Re: Data Centers — Transparency, Process, and Preserving Optionality

Mayor and Councilmembers,

I am writing as a follow-up to my earlier email regarding the City's handling of data centers.

When the City adopted its moratorium last August, many residents understood and supported the stated purpose: pause, gather facts, study best practices, engage the public, and develop a thoughtful framework for how St. Charles should approach any future proposal. That was presented as a disciplined and forward-looking process. I appreciated that approach and believed it was the right one.

What is troubling now is that the process appears to be moving away from study and deliberation and toward a predetermined outcome — a permanent ban. In my view, that is not what residents were promised.

If the central lesson from Project Cumulus was that the public felt blindsided and that the process lacked transparency, then the answer should have been a better process, not a blanket prohibition. A permanent ban is not thoughtful planning. It is the avoidance of thoughtful planning.

Other nearby communities are showing there is a better path. Jefferson County has worked through proposed regulations. The City of St. Louis is advancing a zoning text amendment to define and regulate data centers. Festus is working through a development framework tied to public debate and negotiated protections. Warrenton moved through an ordinance and approval process rather than simply banning the use. These communities may ultimately make different policy choices, but they are doing the hard work of building standards and frameworks. St. Charles should do the same.

I encourage you to review the attached Jefferson County draft regulations and the related article below as an example of what a thoughtful public process can look like:

Jefferson County Planning and Zoning approves data center regulations

I am also concerned by the latest move to have the Planning and Zoning Commission reduce this issue to a yes-or-no recommendation on a permanent ban without giving them time to properly vet the issue. This is a complicated, long-term land use and economic policy issue. It deserves more than a binary exercise that risks being used as cover for a decision some appear to have already made. If the Council wants to permanently ban data centers, it should own that decision directly and explain the factual and policy basis for it.

If more time is needed, then extend the moratorium. Publish the research. Share the assumptions behind the City's concerns. Define measurable standards around water, power, noise, setbacks, siting, and emergency power. Provide a transparent framework for evaluating both the risks and the potential fiscal and economic benefits. Let residents see the facts, the tradeoffs, and the guardrails. Then debate the issue openly.

Full disclosure: I continue to believe that a properly structured data center, with strict and enforceable protections, could be a net positive for St. Charles. That is not the point of this email. The point is that St. Charles should not permanently close the door before it has done the serious work of understanding how such a use could be regulated responsibly.

A permanent ban continues to be a blunt instrument. It removes nuance, eliminates future flexibility, and substitutes frustration for disciplined policymaking. One flawed proposal should not dictate a permanent rule for every future possibility.

I respectfully urge the Council to reject a permanent ban and instead commit to the harder but more responsible work of creating a fact-based framework for the future.

Thank you for your time and consideration.

Tom Strunk
56 Barkley Place, St. Charles 63301
Ward 10 Resident
Tom Strunk
CFO
World Wide Technology
Cell: 314-503-3702
[redacted]

From: Strunk, Thomas [redacted]
Date: Thursday, February 12, 2026 at 9:22 PM
[redacted]
Subject: Data Centers — Transparency, Process, and Preserving Optionality

Mayor Borgmeyer and Members of the St. Charles City Council
City of St. Charles
Re: Data Centers — Transparency, Process, and Preserving Optionality

Mayor and Councilmembers,

As you know, on August 22, 2025, the City adopted a one-year moratorium on data center applications to study potential impacts and evaluate zoning standards. Given the confusion and lack of transparency surrounding Project Cumulus, that decision was understandable. During that meeting, several council members expressed pride in taking a thoughtful pause — emphasizing the importance of gathering input, studying best practices, and being forward-thinking in how the City approached this emerging industry. That commitment to a careful, informed process was reassuring and appreciated.

What concerns me now is the apparent movement from "pause and evaluate" toward potentially permanently banning data centers as a land use. If the core frustration last year was that residents felt blindsided and insufficiently informed, responding by eliminating the use altogether — without a full, transparent, data-driven public process — risks swinging too far in the opposite direction.

Full disclosure: I do believe that a properly structured data center, with enforceable protections on water, power, noise, and siting, could have a positive long-term impact on St. Charles. Significant recurring tax revenue, infrastructure investment, and economic diversification are not trivial considerations. Hopefully, there will be time to debate those merits in detail. My purpose in writing today is not to advocate for any specific project, but to urge

the City not to permanently close the door before that debate has occurred in a disciplined and transparent manner.

If more time is needed to develop standards, extend the moratorium. Publish the research and best-practice analysis you have committed to completing. Disclose the assumptions underlying the City's concerns. Define measurable guardrails around water usage, grid impact, noise levels, and setbacks. Share a clear economic impact framework — including potential effects on City revenues and school funding — so residents can evaluate both risks and benefits. Let the community see clearly what would be acceptable and what would not. That approach preserves leverage and flexibility while still protecting residents.

A permanent ban is a blunt instrument. It removes nuance, forecloses future optionality, and makes a long-term policy decision based on the missteps of one proposal rather than on a carefully structured framework for the future.

St. Charles can insist on transparency, accountability, and strict protections — without eliminating the possibility of future opportunity. I respectfully encourage you to keep the process open, fact-based, and aligned with the forward-thinking approach that was articulated last August.

Thank you for your consideration.

Tom Strunk
56 Barkley Place, St. Charles 63301
Ward 10 Resident
Tom Strunk
CFO
World Wide Technology
Cell: 314-503-3702
[redacted]

GRHA.ORG

April 9, 2026

Shawn Luesse
Planning & Zoning Commission, Chair

Julie Bartch
Planning & Zoning Commission, Vice-Chair

(via electronic mail)

RE: **GREAT RIVERS HABITAT ALLIANCE COMMENTS AND CONCERNS REGARDING DEVELOPMENT IN THE 100-FLOODPLAIN, DATA CENTERS AND PROJECT CUMULUS**

Dear Messrs. Luesse and Bartch,

Great Rivers Habitat Alliance (GRHA) was founded in 2000 to directly combat the growing consumption of the 100-year Confluence Flood Plain through commercial development. We represent a group of landowners and citizens concerned about the current floodplain development trends within the Confluence region and seek to preserve wetland habitat, promote the preservation and sensible use of flood plains in the Confluence region of the Mississippi, Missouri, and Illinois Rivers. We also are a St. Charles County landowner of four properties, including a 785-acre property just north of the proposed Cumulus project site. Our property, the Jay Henges Wetland Education and Conservation Center, contains sensitive and critical habitats for migratory birds and other wildlife. The purpose of the center and property is to maintain critical wetland and waterfowl habitat while supporting mentored education and hunting opportunities for new hunters, veterans, youth, and others.

This unique conservation and public use opportunity was made possible via immense financial investment by GRHA and many partners, including a $2 million commitment from the Missouri Department of Conservation Commission (MDC) and most recently a multi-million-dollar investment and partnership agreement with St. Charles County and the St. Charles County Parks Department.

We are writing to express strong opposition to any development such as the large-scale data processing center—known as "Project Cumulus"—within the 100-year floodplain of St. Charles County, within the well protection area and less than one mile from our property. Development like this poses significant and irreversible threats to our region's ecological integrity, water safety, and flood resilience.

As a conservation leader, representative of more than 1,600 supporters and advocate for responsible land stewardship, we urge you to say "YES" to stopping development and "YES" to some length of moratorium on data centers within the 100-year floodplain and city limits based on the following concerns:

Environmental and Public Health Risks

- The proposed site lies within the Elm Point groundwater well field, which already has contamination issues. Introducing a facility that will store and use hazardous substances—particularly large quantities—risks exacerbating pollution and compromising public water supplies.
- The development borders a protected wetland zone, and while the current applicant claims it will remain undisturbed, the cumulative impacts of construction, runoff, and infrastructure stress are likely to degrade this sensitive habitat. We also understand if the initial project is allowed there will be interest in expanding east and north into these sensitive lands.
- The US Army Corp of Engineers finalized an AJD for that location on 10 July 2025.
  Project Number is MVS-2025-036
  The approximately 100-acre parcels on the eastern side of the proposed Cumulus project are jurisdictional wetlands. The AJD is on their website, and can be located here: https://www.mvs.usace.army.mil/Missions/Regulatory/JD/

Floodplain Integrity and Stormwater Impact

- The site is located in the 100-year floodplain, a natural buffer critical for absorbing floodwaters and protecting downstream communities. Raising the land by 15 feet to accommodate flood risk will increase stormwater runoff, displace floodwaters, and heighten flood risk for neighboring properties.
- This project exemplifies the kind of short-sighted development GRHA was founded to oppose.

Infrastructure Strain and Secrecy

- Data centers currently require massive energy and water inputs, straining local infrastructure and potentially necessitating costly upgrades to the city's water system. No solutions to these have been conveyed to date and who will ultimately pay those costs.
- As we have seen time and time again, the citizen taxpayers end up paying for repair and emergency response clean up etc., when inevitable flooding occurs, long after the developers are gone. It is the neighbors and taxpayers who will bear the brunt of future damage that results.
- The lack of transparency surrounding the operator, emergency response plans, and chemical storage volumes is deeply troubling. Responsible development demands full disclosure and public accountability. This is not a "light development" as initially described.
- Approval of Data Center Development on the proposed site will only encourage future development, floodplain fill of additional 100-year floodplain acreage just north of Highway 370.

Mississippi River Dredge and Pipeline Fill Project

A further concern of this project and any that try to build within the 100-year floodplain, and that has not been publicly addressed, is where the 15ft of fill planned on the 220-acres, will come from. We understand that there is a pipeline and pumping station being proposed, similar to that used in the construction of Highway 370. That pipeline is proposed to go through private roads and private lands, many of which are now under Conservation Easements. These lands natural values have been voluntarily protected by the landowner to safeguard key habitat landscapes for the benefit of future generations. There is little interest from these landowners in allowing a temporary easement for this purpose and are concerned by threats of emanant domain by the excavation operator.

The Confluence floodplain is not a blank slate for industrial expansion, it is a living system that supports wildlife, agriculture, recreation, and clean water. The Confluence is a National treasure, containing important agricultural grounds that feed our families, wildlife habitats that sustain the fall and spring migrations of millions of migratory birds, riverine habitats that provide clean water for fishes, amphibians, reptiles, and people!

The Confluence has been designated as the Confluence Wetlands Conservation Opportunity Area, recognized by MDC and many partners for its continental significance. The Confluence is a historic treasure, relied upon since the beginning of time by a myriad of wildlife, as well as by thousands of outdoor enthusiasts, and the more than two hundred hunting clubs, many with history dating back to the 1800's. These clubs along with state and Federal refuges maintain this critical region for wildlife at immense cost and effort, and their activities boost the local economy.

Developed, the Confluences ecological value cannot be restored. As stewards of this landscape, we must prioritize long-term resilience over short-term gain and recognize there are more suited places for this type of development.

We respectfully urge you to enact a moratorium on not only data centers, but on all development within the 100-year floodplain and wellhead protection district.

Let us uphold a vision of a protected Confluence floodplain—for the benefit of St. Charles, clean water, wildlife, and future generations.

Sincerely,

J. Michael Checkett
Executive Director

David P. Bub, Esq.
President

Great Rivers Habitat Alliance
3850 Highway B
St. Charles, Missouri 63301

Cc: Jason Sumners, Missouri Department of Conservation, Director
Ray Wagner, Missouri Department of Conservation, Commissioner
Steve Ehlmann, County Executive, St. Charles County
Ryan Graham, Director, St. Charles Parks and Recreation Department

Great Rivers Habitat Alliance was founded in 2000 to directly combat the commercial development of the 100-year Confluence Flood Plain through policy, protection, conservation, public awareness, and education. Its vision is a natural floodplain protected for the benefit of all. For more information on our work, visit www.grha.org.

John Boyer

From: Judy L. Burns [redacted]
Sent: Sunday, April 12, 2026 8:48 PM
To: St Charles Planning and Zoning Commission
Cc: Robert E. Burns
Subject: Please support the proposed council's ban on the Data Center

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

Dear Planning and Zoning Commission Members:

As residents and business owners in the City of St. Charles, we would appreciate you voting to support the permanent ban for large data centers in the City of St. Charles as proposed by the City Council.

We would also like you to require third party thorough monitoring and documentation of fill dirt over our city water wellheads in the wellhead protected district and proceed with special care on what can be built in that area (not to include data centers).

Best regards,
Judy Burns
314-550-1776

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John Boyer

From: Paula Bernhardt [redacted]
Sent: Monday, April 13, 2026 7:08 PM
To: St Charles Planning and Zoning Commission
Subject: Data Center

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

Hello! I would like to let you know that I oppose the proposed data center in St. Charles. As a resident of St. Charles County, I am very concerned about our quality of life here, which includes energy and water use, water quality, impacts on residential neighborhoods, and impacts on the environment and wildlife.

We spend much time in St. Charles with friends, family, patronizing businesses, and attending church. We are deeply concerned about this possibility.

I believe this proposed data center would reduce the affordability and quality of life - reasons we chose to live in St. Charles County. My two grown daughters and their families also live in St. Charles County and I am concerned for them, as well. I would like my grandchildren to grow up with the same advantages their parents had.

Thank you for your consideration.

Paula Bernhardt
1145 Treeshade Drive
St. Peters MO 63376
[redacted]

John Boyer

From: A Mitchell [redacted]
Sent: Monday, April 13, 2026 4:03 PM
To: St Charles Planning and Zoning Commission
Subject: No to Data Centers

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

Hello,

My name is Angelica Mitchell and I'm a constituent of St. Charles County.

I write this email to ask that you say no to data centers in our area.

- I am concerned about the amount of pollution this data would create. I am concerned about how this will impact our already suffering, limited water source/supply. Lastly, a data center development will increase the burden the many of us already feeling due to increasing cost of utility bills, gasoline, and food.

- Please help us say no to data centers.

Sincerely,

Angelica
1011 Madison Street, 63301

John Boyer

From: Kris Black [redacted]
Sent: Monday, April 13, 2026 3:37 PM
To: St Charles Planning and Zoning Commission
Subject: Data Center

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

I am a resident and am very much opposed to the data center. The city has worked hard to protect our drinking water through the years.
The proposed data center is on a flood plain and it will affect our water safety along with wildlife in the area.
We all know the diesel generators pollute our air. The increase in utility costs to us are not something we are willing to accept.

Thanks.

Kris Black

Sent from my iPhone

John Boyer

From: Barb Mc [redacted]
Sent: Monday, April 13, 2026 1:03 PM
To: St Charles Planning and Zoning Commission
Subject: City of St. Charles permanent data center ban

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

Dear Sirs,
At the P&Z meeting tonight and we will be asking the City of St. Charles Planning and Zoning to permanently ban any proposed data center in St. Charles.

Subject: Why St. Charles Must Prohibit Data Centers to Protect Residents, Infrastructure, and Long-Term Fiscal Stability

Summary: Data centers are uniquely high-impact industrial facilities that impose extreme burdens on electricity, water, noise, land use, and public infrastructure. They provide minimal local benefit while creating significant long-term costs for residents. St. Charles lacks the grid capacity, water capacity, land-use buffers, and industrial siting conditions required to safely host such facilities. The city should adopt a **permanent prohibition** on data centers.

Key Points:

1. Extreme Power Demand → Higher Bills for Residents

Data centers consume the electricity of entire cities. Their demand forces utilities to:

- Build new substations
- Expand transmission lines
- Purchase expensive peak power

Even with state "large-load tariffs," utilities still socialize long-term system costs across all ratepayers. Residents pay more.

2. Water Strain and Environmental Risk

Many data centers use millions of gallons per day for cooling. St. Charles already faces water-quality challenges and cannot absorb additional industrial strain.

3. Noise Pollution and Proximity Harms

Backup generators, cooling towers, and mechanical systems create constant low-frequency noise. St. Charles' residential proximity makes mitigation impossible.

4. Land-Use Incompatibility

Data centers belong in heavy industrial parks with wide buffers, not near homes, farms, schools, or mixed-use corridors.

5. Minimal Local Benefit

Data centers create very few jobs and generate limited tax revenue relative to their infrastructure burden.

Recommendation:

Adopt a **permanent ban** on data centers within city limits to protect residents, infrastructure, and long-term fiscal health.

John Boyer

From: Barb Mc <[redacted]>
Sent: Tuesday, April 14, 2026 11:36 AM
To: St Charles Planning and Zoning Commission
Subject: Ban on data center

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

To all the board members that voted for the ban on the data center.
I would like to thank you for representing your community and doing the right thing by permanently banning data centers in St. Charles.
There seemed to be some confusion. During the vote, and it confused those in the audience. Otherwise, you would have received a standing ovation!
We look forward to May 5 and the Board of Alderman vote to end this terrible idea that would forever change our community.
Sincerely,
Barb & Don McCann
3560 Barter Street

Sent via the Samsung Galaxy S24, an AT&T 5G smartphone
Get Outlook for Android

Bill No. 14085 Ordinance No. _____

Sponsors: Mark Hollander, Vince Ratchford, Denise Mitchell, Justin Foust, Michael Galba, Bart Haberstroh, Scott Shipman, Chris Kyle

AN ORDINANCE AMENDING SECTION 400.050 OF THE CODE OF ORDINANCES ADDING A DEFINITION OF DATA CENTER AND AMENDING THE DEFINITION OF WAREHOUSE.

WHEREAS, as provided by Section 400.020 of the Zoning Code, for the purposes of "promoting health, safety, morals and general welfare of the community" the City Council "places regulations and restrictions upon the height, number of stories and size of buildings and other structures, the percentage of lot that may be occupied, the size of yards, courts and other open spaces, the density of population, the preservation of features of historical significance and the location and use of buildings, structures and land for trade, industry, residence or other purposes"; and

WHEREAS, it is acknowledged that there is considerable interest and concern on the part of residents of the City of St. Charles related to the possible development of data centers within the City; and

WHEREAS, current zoning and development standards do not adequately address the unique characteristics, demands, and potential cumulative effects of data centers, which are a rapidly growing and evolving land use across the United States; and

WHEREAS, because of possible effects of data centers on the community, including but not limited to water consumption, power consumption, and noise impacts, the City Council has expressed its intent to consider revisions to the Zoning Code designed to protect the health, safety, and general welfare of the community; and

WHEREAS, the City's comprehensive planning policies and zoning framework are designed to encourage compatible land uses, orderly growth, and efficient provision of public facilities and services, while protecting neighborhoods and the community from uses that impose disproportionate burdens on public infrastructure; and

WHEREAS, prohibiting data centers as a principal use is a reasonable land use policy choice intended to prevent incompatible siting and to avoid disproportionate infrastructure and service impacts, while preserving the City's ability to accommodate customary accessory data processing and similar incidental facilities that are subordinate to and customarily associated with otherwise permitted primary uses; and

WHEREAS, Section 400.130 of the City's Zoning Code provides that "For the purposes of this Chapter, permitted uses are listed for the various districts. Unless the contrary is clear from the context of the lists or other regulations of this Chapter, uses not specifically listed are prohibited."; and

WHEREAS, by defining "Data Center" under the City's Zoning Code (Chapter 400) without specifically listing it in any district the City's Zoning Code, data centers are therefore effectively prohibited as a use in any district; and

WHEREAS, the City Council finds that the public interest is served and the health, safety, morals, and general welfare of the community are preserved by amending the City's zoning regulations to prohibit data centers as a use within the City, while maintaining the integrity of the City's comprehensive plan, protecting neighborhoods and business districts, and managing infrastructure and public safety risks in a prudent and fiscally responsible manner; and

WHEREAS, as required by Section 400.1010 of the Ordinances of the City of St. Charles, Missouri, a public hearing before the Planning and Zoning Commission was held on occurred on February 9, 2026, and Commission tabled the matter until April 13, 2026, at which time the Commission voted in favor (7 in favor, 3 against) for a recommendation to forward the text amendment to the City Council as submitted.

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

SECTION 1. Section 400.050 of the Code of Ordinances of the City of St. Charles, Missouri is hereby amended as to the following definitions (to be inserted in alphabetical order) to read as follows:

Section 400.050. Definitions.

For the purpose of this Chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

DATA CENTER

A building, group of buildings, or facility whose primary use is data processing or data storage, and is used to house computer systems, servers, and associated components, such as but not limited to central processing units, graphical processing units, neural networks, quantum bits, quantum processors, memory, data routing, data storage, data warehouse, server farm, bitcoin mining, crypto processing, virtual private networks, virtual servers, artificial intelligence training or processing, image processing, cloud computing, email servicing, a telecom hotel, telehouse co-location, or any other term applicable to facilities that are used for such purposes.

WAREHOUSE

A place, other than a Data Center, for the storage of merchandise or commodities.

SECTION 2. It is the intention of the City Council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of St. Charles, Missouri, and the sections of this ordinance may be renumbered to accomplish such intention.

SECTION 3. This ordinance shall be in full force and effect from and after the date of 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 4/22/26

Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk

T:\ORDINANCES\ORDINANCES\CODEBOOK 2026\400.050 amend re Data Centers (5.5.2026).docx

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 5/5/2026
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☑

Bill # 14086

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 #5).

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 fifth 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. 14086 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 #5)

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
	NONE		

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
204-500-501-742004-	LAWN CARE SERVICES	$90,000.00	
100-700-113-610001-	FULL TIME WAGES	$327,613.17	
100-700-113-625001-	DEFERRED COMPENSATION	$10,086.11	
100-700-113-622001-	FICA EXPENSE	$26,159.69	
100-700-113-623001-	LAGERS EXPENSE	$66,505.50	
100-700-113-621002-	LIFE INSURANCE	$349.26	
100-700-113-621002-	LONG TERM DISABIILITY	$1,236.40	
100-700-113-621003-	DENTAL EXPENSE	$644.48	
100-700-113-744006-	FUEL	$1,000.00	
100-700-113-733029-	PRODUCTION SERVICES	$750.00	
100-700-113-758001-	TRAINING TRAVEL	$2,400.00	
100-700-113-758003-	TRAINING TRAINING	$1,000.00	
100-700-113-731217-	PARKS FACILITY USE	$11,800.00	
100-700-113-761001-	OFFICE SUPPLIES	$200.00	
100-700-113-765099-	UNIFORM EXPENSE	$250.00	

Account Number	Description	Amount	Project
100-700-113-766099-	OPERATING SUPPLIES	$6,500.00	
100-700-113-753002-	CELLULAR PHONES	$500.00	

SECTION 4. Ordinance Number 25-086 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2026, is hereby amended by decreasing the following expenditure accounts by the following amounts:

Account Number	Description	Amount	Project
204-500-501-873199-	OTHER IMPROVEMENTS	$55,000.00	25PWFAC001
204-500-501-873199-	OTHER IMPROVEMENTS	$35,000.00	25PWFAC009
100-330-112-610001-	FULL TIME WAGES	$327,613.17	
100-330-112-625001-	DEFERRED COMPENSATION	$10,086.11	
100-330-112-622001-	FICA EXPENSE	$26,159.69	
100-330-112-623001-	LAGERS EXPENSE	$66,505.50	
100-330-112-621002-	LIFE INSURANCE	$349.26	
100-330-112-621002-	LONG TERM DISABIILITY	$1,236.40	
100-330-112-621003-	DENTAL EXPENSE	$644.48	
100-330-112-733029-	PRODUCTION SERVICES	$750.00	
100-330-112-758001-	TRAINING TRAVEL	$2,400.00	
100-330-112-758003-	TRAINING TRAINING	$1,000.00	
100-330-113-731217-	PARKS FACILITY USE	$11,800.00	
100-330-113-761001-	OFFICE SUPPLIES	$200.00	
100-330-113-765099-	UNIFORM EXPENSE	$250.00	
100-330-113-766099-	OPERATING SUPPLIES	$6,500.00	
100-330-113-753002-	CELLULAR PHONES	$500.00	

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
100-199-199-321001-	GENERAL FUND BALANCE	$1,000.00	

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, City Attorney — Date: 4/29/2026	City Clerk

May 5, 2026

To: Members of City Council

From: Finance Department

SUBJECT: Proposed Amendment to the 2026 Budget
Budget Amendment# 5

The following budget amendment summary is presented for your consideration.

MOWING SERVICES

- The Public Works department would like to move the following funds from Capital Projects to the Operating Budget to cover the extra cost associated with additional mowing services along I-70.
  - $55,000.00 from 25PWFAC001 for the sign at 5th Street & Boones Lick
  - $35,000.00 from 25PWFAC009 for PWG Building Automation

SPECIAL EVENTS DEPARTMENT

- As we restructure the Communications and Special Events departments, we need to move sections of the Operating Budget to a newly created Special Event department. We are requesting to move $455,994.61 in salary and operating expense budget from the Communications department to the Special Events department. In addition, we are requesting to use $1,000.00 in General Fund Balance for Fuel for the Special Events department as the Communications department is expected to use their entire Fuel budget this year.

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 5/5/2026
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☑

Bill # 14087

Request for Council Action

Ward(s): 8 **Sponsor(s):** GALBA

Description:
An Ordinance approving costs of certain improvements; and authorizing payments from the project fund in connection with New Town Merz Development Phases 1, 2, and 3 Improvements of the New Town Merz Neighborhood Improvement District.

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

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

Summary:
On March 1, 2022, Ordinance No. 22-032 was enacted that authorized the issuance of $3,500,000.00 City of Saint Charles, Missouri Neighborhood Improvement District Limited General Obligation Bonds (New Town Merz Project) Series 2022. The proceeds of these Bonds were to fund the New Town Merz Development Phases 1, 2, and 3 Improvements in the District. Reimbursement No. 1 through Ordinance 24-063 was $2,539,250.35.

This Ordinance approved the costs incurred by the developer as reimburseable project costs for the New Town Merz Development Phases 1, 2, and 3 Improvements and authorizes a reimbursement payment of $495,507.38 from the project fund.

A copy of the summary spreadsheet is attached and the full submittal packet is on file in the City Clerk's office.

Staff recommends the payment of reimbursement no. 2.

Budget Impact: (revenue generated, estimated cost, CIP item, etc.)
Fiscal Impact: $ 495,507.38 **N/A**
Account #: ~~n/a~~ 454-502-502-873199-
Project #: ~~n/a~~ 22NTD1

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

Bill No. 14087 Ordinance No. _____

Sponsor: Michael Galba

AN ORDINANCE APPROVING COSTS OF CERTAIN IMPROVEMENTS; AND AUTHORIZING PAYMENTS FROM THE PROJECT FUND IN CONNECTION WITH NEW TOWN MERZ DEVELOPMENT PHASES 1, 2 AND 3 IMPROVEMENTS OF THE NEW TOWN MERZ NEIGHBORHOOD IMPROVEMENT DISTRICT (REIMBURSEMENT NUMBER 2).

Whereas, pursuant to the requirements of the Neighborhood Improvement District Act, sections 67.453 through 67.475 of the Revised Statutes of Missouri, as amended (the "NID Act"), the Council of the City (the "City Council") has established the New Town Merz Neighborhood Improvement District (the "District"); and

Whereas, the City and NT Home Builders, LLC ("Developer") have entered into a certain Development Finance Agreement dated as of June 8, 2021, (the "Finance Agreement") which provides for, among other things, the financing of certain "improvements" (as that term is used and defined in the NID Act) identified in the Finance Agreement through the issuance of Neighborhood Improvement District Limited General Obligation Bonds and the acquisition, upon satisfactory completion, of such improvements by the City; and

Whereas, the City Council, by Ordinance No. 22-032 (the "Bond Ordinance"), authorized the issuance of City of Saint Charles, Missouri Neighborhood Improvement District Limited General Obligation Bonds (New Town Merz Project), Series 2022, in the aggregate principal amount of $3,500,000 (the "Bonds") to pay, among other costs, the costs of certain improvements designated as the New Town Merz Neighborhood Improvement District Infrastructure Project, consisting of, inclusively, Phase 1, Phase 2, Phase 3 and the Granger Extension Improvements (collectively, the "Improvements"); and

Whereas, the City Council, by Ordinance No. 24-063, approved certain verified "costs" (as that term is used and defined in the NID Act) submitted by Developer as its NID Reimbursement Request Number 1, such costs having been incurred in accordance with the Finance Agreement under which Developer agreed to maintain in good repair until dedication and acceptance by the City of the Improvements to which the "costs" related and, further, directed the payment of such verified "costs" from the proceeds of the Bonds allocated for that purpose, all in accordance with the Finance Agreement, the Bond Ordinance and the NID Act; and

Whereas, the City has received, reviewed and adjusted from Developer its NID Reimbursement Request Number 2 consisting of documentation (the "Documentation") of certain verified "costs" (as that term is used and defined in the NID Act) incurred in accordance with the Finance Agreement (the "Costs") and, under the Finance Agreement, the Developer has agreed to maintain in good

repair until dedication to and acceptance by the City, the Improvements to which the Costs relate, and the City Council now wishes to accept and approve the Documentation and the Costs and to approve and direct the payment of the Costs from the proceeds of the Bonds allocated for that purpose, all in accordance with the Finance Agreement, the Bond Ordinance and the NID Act;

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

SECTION 1. The Documentation, a copy of which is attached as Exhibit A to and incorporated by reference in this Ordinance, is hereby approved and accepted.

SECTION 2. The City's Director of Finance is hereby authorized and directed to withdraw and pay to Developer from the Project Fund for the Bonds the Costs set forth in the Documentation identified as NID Reimbursement Request Number 2 pursuant to the terms of the Finance Agreement and the Bond Ordinance and in accordance with the NID Act.

SECTION 3. The portions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of this Ordinance are so essential and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City Council would have enacted the valid portions without the invalid ones, or unless the court finds that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

SECTION 4. 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 4/28/2026	
Holly Magdziarz, City Attorney Date	Kimberly Hudson, City Clerk

Bill No. 14087

CERTIFICATE OF DIRECTOR OF FINANCE

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

Jennifer O'Connor 4-28-26

Jennifer O'Connor, Director of Finance Date

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EXHIBIT A

THE DOCUMENTATION

[On file in the City Clerk's Office.]

CERTIFICATE OF REIMBURSABLE NID IMPROVEMENT COSTS

NEW TOWN AT ST. CHARLES NEIGHBORHOOD IMPROVEMENT DISTRICT INFRASTRUCTURE PROJECT MERZ DEVELOPMENT PHASES 1, 2 & 3 CITY OF SAINT CHARLES, MISSOURI CERTIFICATE OF REIMBURSABLE IMPROVEMENT COSTS NO. 2

TO: City of Saint Charles

City Hall – 200 North Second Street, St. Charles, Missouri, 63301
Attn: Department of Public Works

Capitalized terms not otherwise defined in this Certificate of Reimbursable NID Improvement Costs No. 2 (this "Certificate') shall have the meanings ascribed to them in that certain Development Finance Agreement for Phase 1, 2 and 3 Merz Development of the New Town at St. Charles Neighborhood Improvement District dated as of June 8,, 2021 (the "Agreement') by and between NT Home Builders, LLC ("Developer"), and the City of Saint Charles, Missouri (the "City').

In connection with the Agreement, the undersigned hereby states and certifies to the City that:

1. Each item listed on Schedule 1 hereto is a "Cost" as that term is defined and used in the NID Act and was incurred by or on behalf of and paid by Developer in connection with the construction or installation of Public Improvements and/or with Developer's obligations under the Agreement;

2. Each item and cost amount listed on Schedule 1 constitutes a Cost payable from NID Bond Proceeds deposited in a NID Bond Project Fund pursuant to the NID Act and the Agreement and has not previously been paid or reimbursed to Developer and no part thereof has been included in any other certificate previously submitted to the City;

3. There has not been filed with or served upon Developer any notice of any lien, right of lien, or attachment upon or claim affecting the right of any person, firm, or corporation to receive payment of the amounts stated in this Certificate;

4. All necessary permits and approvals required for the portion of the Public Improvements to which this Certificate relates have been issued or obtained and are in full force and effect;

5. All work for which payment or reimbursement is requested pursuant to this Certificate has been performed in a good and workmanlike manner and in accordance with the Agreement, applicable provisions of the Development Agreement and lien waivers for the portion of the work to which this Certificate relates are attached; and

6. Developer is not in default or breach of any term or condition of the Agreement.

Submitted this 3rd day of APRIL, 2026.

NT HOME BUILDERS, LLC

By: _____

Title: Its Manager

Verified and signed under pains and penalties of perjury the 3rd day of APRIL, 2026.

William Charles Wideman
Notary Public

My term expires: 9-11-2028

WILLIAM CHARLES WIDEMAN
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Louis County
My Commission Expires: September 11, 2028
Commission Number: 24209814

Accepted this ____ day of _____, 2026.

By: CITY OF ST. CHARLES

By: _____
Title: _____

NEW TOWN AT ST. CHARLES MERZ PHASES 1, 2 & 3 plus Granger Extension - NID Reimbursement Request Number 1

Date: 4/3/2026

Summary

Tab	Expense Category	Total Invoice Amount	Total Amount Paid	Amount Previously Approved By City	Total Eligible Amount	Amount Eligible For Reimbursement
1	March 29, 2024 Submittal	$2,539,250.35	$2,539,250.35	$2,539,250.35	$2,539,250.35	$2,539,250.35
2	April 3, 2026 Submittal	$495,507.38	$495,507.38			
	Submission Totals					

SUMMARY OF NID ACTIVITY TO-DATE	Date	Funding	Expenses	Balance
NID Bond Total		$3,300,000.00		
Reimbursement Request 1	3/29/2024	$2,539,250.35	$2,539,250.35	$760,749.65
Reimbursement Request 2	4/3/2026	$495,507.38	$495,507.38	$265,242.27
REMAINING NID FUNDS				$265,242.27

Approved by NT Home Builders, LLC:

It's Controller: William C Widener

Date: 4-3-2026

SCHEDULE 1 TO
NEW TOWN AT ST. CHARLES MERZ PHASES 1, 2 & 3 plus Granger Extension - NID Reimbursement Request Number 1
CERTIFICATE OF REIMBURSEABLE NID IMPROVEMENT COSTS

Item	Vendor	Description of Work	Amount Paid	Amount Paid Submitted for NID Reimbursement	Amount Eligible For Reimbursement
1	RC Stormwater Management	Site Grading	2,640.00	2,640.00	2,640.00
2	Matt Meyer Excavating LLC	Site Grading	7,350.00	7,350.00	7,350.00
3	Kirchner Grading & Excavating	Site Grading	51,508.00	43,210.00	43,210.00
4	Central Irrigation Supply	Street Lights Street Furnishings, Trees	59,480.46	59,480.46	59,480.46
5	NTHB Management LLC	Street Lights Street Furnishings, Trees	100,983.71	100,983.71	100,983.71
6	Ramos Landscaping LLC	Street Lights Street Furnishings, Trees	74,877.50	74,877.50	74,877.50
7	Wiese Nursery	Street Lights Street Furnishings, Trees	25,100.50	25,100.50	25,100.50
8	GDS Properties	Street Lights Street Furnishings, Trees	90,121.79	90,121.79	90,121.79
9	Karrenbrock Construction, Inc	Streets and Sidewalks	66,950.00	66,950.00	66,950.00
10	Schaefer Hauling Inc	Streets and Sidewalks	13,010.62	13,010.62	13,010.62
11	SCI Engineering, Inc.	Acquistion, Design, Engineering, Legal & Other	1,827.80	1,827.80	1,827.80
12	Civil & Environmental Consultants	Acquistion, Design, Engineering, Legal & Other	130,281.29	9,955.00	9,955.00
13					0.00
14					0.00
15					0.00
Total of All Invoices			$624,131.67	$495,507.38	$495,507.38

NEW TOWN AT ST. CHARLES MERZ PHASES 1, 2 & 3 plus Granger Extension - NID Reimbursement Request Number 1

1 - REIMBURSABLE COSTS AND FEES

DATE April 3, 2026

Item Number	Vendor	Invoice Number	Invoice Date	Expense Coding Number	Description of Completed Module	Total Invoice Amount	Amount Paid	Eligible Amount Not Previously Submitted	=	Amount Submitted for NID Reimbursement	=	Qualified Improvement
1	Central Irrigation Supply	Deposit	05/13/25	2	Street Lights & Furnishings, Trees, Landscaping	29,740.00	29,740.00	29,740.00		29,740.00		
2	Central Irrigation Supply	66701431	02/09/26	2	Street Lights & Furnishings, Trees, Landscaping	29,740.46	29,740.46	29,740.46		29,740.46		
3	NTHB Management LLC	Mar26Bollards	03/17/26	2	Street Lights & Furnishings, Trees, Landscaping	6,139.33	6,139.33	6,139.33		6,139.33		
4	NTHB Management LLC	1072026	01/07/26	2	Street Lights & Furnishings, Trees, Landscaping	46,483.52	46,483.52	46,483.52		46,483.52		
5	NTHB Management LLC	DecMerzBollards	12/16/25	2	Street Lights & Furnishings, Trees, Landscaping	11,052.98	11,052.98	11,052.98		11,052.98		
6	NTHB Management LLC	9302025	09/30/25	2	Street Lights & Furnishings, Trees, Landscaping	18,189.20	18,189.20	18,189.20		18,189.20		
7	NTHB Management LLC	AprilMerzBollards	04/23/25	2	Street Lights & Furnishings, Trees, Landscaping	5,338.55	5,338.55	5,338.55		5,338.55		
8	Ramos Landscaping LLC	3159	12/14/25	2	Street Lights & Furnishings, Trees, Landscaping	20,802.50	20,802.50	20,802.50		20,802.50		
9	Ramos Landscaping LLC	3153	11/12/25	2	Street Lights & Furnishings, Trees, Landscaping	26,552.50	26,552.50	26,552.50		26,552.50		
10	Ramos Landscaping LLC	3154	11/12/25	2	Street Lights & Furnishings, Trees, Landscaping	11,690.00	11,690.00	11,690.00		11,690.00		
11	Ramos Landscaping LLC	3102	11/05/25	2	Street Lights & Furnishings, Trees, Landscaping	15,832.50	15,832.50	15,832.50		15,832.50		
12	Wiese Nursery	4114	03/18/26	2	Street Lights & Furnishings, Trees, Landscaping	3,260.49	3,260.49	3,260.49		3,260.49		
13	Wiese Nursery	4062	12/29/25	2	Street Lights & Furnishings, Trees, Landscaping	5,130.00	5,130.00	5,130.00		5,130.00		
14	Wiese Nursery	4047	12/02/25	2	Street Lights & Furnishings, Trees, Landscaping	16,710.01	16,710.01	16,710.01		16,710.01		
15	GDS Properties	29010	07/15/25	2	Street Lights & Furnishings, Trees, Landscaping	17,704.15	17,704.15	17,704.15		17,704.15		
16	GDS Properties	29334	09/23/25	2	Street Lights & Furnishings, Trees, Landscaping	18,380.03	18,380.03	18,380.03		18,380.03		
17	GDS Properties	29310	09/10/25	2	Street Lights & Furnishings, Trees, Landscaping	23,137.78	23,137.78	23,137.78		23,137.78		
18	GDS Properties	27207	09/24/24	2	Street Lights & Furnishings, Trees, Landscaping	3,500.00	3,500.00	3,500.00		3,500.00		
19	GDS Properties	26123	03/05/24	2	Street Lights & Furnishings, Trees, Landscaping	9,840.00	9,840.00	9,840.00		9,840.00		
20	GDS Properties	23177	03/21/23	2	Street Lights & Furnishings, Trees, Landscaping	7,165.00	7,165.00	7,165.00		7,165.00		
21	GDS Properties	29630	11/05/25	2	Street Lights & Furnishings, Trees, Landscaping	10,394.83	10,394.83	10,394.83		10,394.83		
22	RC Stormwater Management	8432	09/30/24	1	Site Grading	2,640.00	2,640.00	2,640.00		2,640.00		
23	Matt Meyer Excavating LLC	7874	04/23/24	1	Site Grading	7,350.00	7,350.00	7,350.00		7,350.00		
24	Kirchner Grading & Excavating	589171	11/27/23	1	Site Grading	51,508.00	51,508.00	51,508.00		43,210.00		
25	NTHB Management LLC	Lights & Poles	6/20//23	2	Street Lights & Furnishings, Trees, Landscaping	13,780.13	13,780.13	13,780.13		13,780.13		
26	Schaefer Hauling Inc	8794	03/09/26	4	Streets and Sidewalks	1,577.01	1,577.01	1,577.01		1,577.01		
27	Schaefer Hauling Inc	8658	02/02/26	4	Streets and Sidewalks	7,575.41	7,575.41	7,575.41		7,575.41		
28	Schaefer Hauling Inc	3493	05/06/22	4	Streets and Sidewalks	1,575.05	1,575.05	1,575.05		1,575.05		
29	Schaefer Hauling Inc	3583	05/23/22	4	Streets and Sidewalks	2,283.15	2,283.15	2,283.15		2,283.15		
30	Karrenbrock Construction, Inc	34244	04/02/24	4	Streets and Sidewalks	66,950.00	66,950.00	66,950.00		66,950.00		
31	SCI Engineering, Inc	202087	05/09/24	6	Acquistion, Design, Engineering, Legal & Other	1,827.80	1,827.80	1,827.80		1,827.80		
32	Civil & Environmental Consultants	372640	09/22/23	6	Acquistion, Design, Engineering, Legal & Other	14,630.25	14,630.25	675.00		675.00		
33	Civil & Environmental Consultants	366966	07/19/23	6	Acquistion, Design, Engineering, Legal & Other	11,055.00	11,055.00	190.00		190.00		
34	Civil & Environmental Consultants	362839	07/02/23	6	Acquistion, Design, Engineering, Legal & Other	7,397.99	7,397.99	2,820.00		2,820.00		
35	Civil & Environmental Consultants	359597	05/14/23	6	Acquistion, Design, Engineering, Legal & Other	9,558.93	9,558.93	190.00		190.00		
36	Civil & Environmental Consultants	354048	03/31/23	6	Acquistion, Design, Engineering, Legal & Other	6,201.43	6,201.43	380.00		380.00		
37	Civil & Environmental Consultants	348744	02/09/23	6	Acquistion, Design, Engineering, Legal & Other	5,010.00	5,010.00	570.00		570.00		
38	Civil & Environmental Consultants	345905	01/13/23	6	Acquistion, Design, Engineering, Legal & Other	12,568.75	12,568.75	665.00		665.00		
39	Civil & Environmental Consultants	342940	12/17/22	6	Acquistion, Design, Engineering, Legal & Other	16,620.00	16,620.00	760.00		760.00		
40	Civil & Environmental Consultants	339506	11/10/22	6	Acquistion, Design, Engineering, Legal & Other	17,842.50	17,842.50	190.00		190.00		
41	Civil & Environmental Consultants	333359	09/14/22	6	Acquistion, Design, Engineering, Legal & Other	10,752.69	10,752.69	1,515.00		1,515.00		
42	Civil & Environmental Consultants	330211	08/14/22	6	Acquistion, Design, Engineering, Legal & Other	9,208.75	9,208.75	760.00		760.00		
43	Civil & Environmental Consultants	32765	07/21/22	6	Acquistion, Design, Engineering, Legal & Other	9,435.00	9,435.00	1,140.00		1,140.00		
					TOTALS	624,131.67	$624,131.67	$503,805.38		$495,507.38		

NEW TOWN AT ST. CHARLES MERZ PHASES 1, 2 & 3 plus Granger Extension - NID Reimbursement Request Number 1

1 - REIMBURSABLE COSTS AND FEES

DATE April 3, 2026

Item Number	Vendor	Invoice Number	Invoice Date	Expense Coding Number	Description of Completed Module	Total Invoice Amount	Amount Paid	Eligible Amount Not Previously Submitted	=	Amount Submitted for NID Reimbursement	=	Qualified Improvement
Expense Coding Key: (1) Site Grading $600,000.00 and $53,200.00 (2) Decorative Street Lights, Street Furnishings, Street Tress, Landscaping $500,0000.00 and $47,200.00 (3) Storm Sewerage and Sanitary Sewerage $735,000.00 (4) Installation and Construction of Streets and Sidewalks $475,000.00 and $119,600 (5) Other Utility Appurtenances and Improvements $440,000.00 (6) Acquistion, Design, Engineering, Legal, and other Professional Costs $250,000.00 and $80,000												

SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

NT HomeBuilders LLC
3333-3 Rue Royale
St Charles MO, 63301

CENTRAL BANK OF ST LOUIS
80-460/810

34442

5/13/2025

PAY TO THE ORDER OF Central Irrigation Supply, Inc.

$ **29,740.00

Twenty-Nine Thousand Seven Hundred Forty and 00/100**********

DOLLARS

Central Irrigation Supply
8 Williams Street
Elmsford, NY 10523

PROTECTED AGAINST FRAUD

MEMO 50 % Deposit for water pump for Merz

⑈034442⑈ ⑆081004601⑆ ⑈1296003221⑈

© 2021 INTUIT INC. 1-800-433-8618

NT HomeBuilders LLC

34442

Central Irrigation Supply, Inc.

5/13/2025

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
5/13/2025	Bill	Deposit for waterpum	29,740.00	29,740.00		29,740.00
					Check Amount	29,740.00

First National Bank Ch 50 % Deposit for water pump for Merz 29,740.00

NT HomeBuilders LLC

34442

Central Irrigation Supply, Inc.

5/13/2025

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
5/13/2025	Bill	Deposit for waterpum	29,740.00	29,740.00		29,740.00
					Check Amount	29,740.00

PAYMENT RECORD

First National Bank Ch 50 % Deposit for water pump for Merz 29,740.00

INVOICE

Quote Date	Customer #	Order #
5/13/25	144948	66701573-00

PO #	Account Leader	Email and Phone
Newtown-V3-Deposit	BRANCH 667	

Sold To	Ship To	Central Branch
NT HOME BUILDERS 3333-3 RUE ROYALE ST CHARLES MO 63301	**NT HOME BUILDERS** 3333-3 RUE ROYALE ST CHARLES MO 63301	**CENTRAL PRO SUPPLY 667** 82 DIDION DRIVE ST. PETERS MO 63376 636-387-7351 stpeters@centraltis.com

Instructions

Ship Via
PICK UP

Terms
NET 10TH

Notes

Line	Central Part#	Product Description	Quantity	Price	Unit	Total
1	DEPOSIT	50% DEPOSIT FOR ORDER-66701431 - WATERTRONICS	1.00	29,740.00	EACH	29,740.00
1	Lines Total				Total:	29,740.00

Central Irrigation Supply Warranty Information: Only those product warranties made by the manufacturer at its discretion shall apply. Central Irrigation Supply makes no independent warranty, express or implied and makes no warranty of merchantability or of fitness for a particular purpose. Central Irrigation Supply shall not be liable for any indirect, incidental, punitive or consequential damages of any kind.

(PARTIAL) WAIVER OF LIEN
MATERIAL

State of NEW YORK)
)ss
County of WESTCHESTER ,

To All Whom it may Concern:

Whereas, we the undersigned, Central Irrigation Supply, Inc. / Central Pro Supply has been employed by;

NT Home Builders, LLC

to furnish:

MATERIAL

for the development known as NEW TOWN at ST CHARLES

Now, therefore, know ye, That we the undersigned for and in consideration of the

Sum of: ($ 29,740.00) Twenty-Nine Thousand Seven Hundred Forty and 00/100 Dollars

and other good and valuable considerations, the receipt whereof is hereby acknowledged we do hereby waive and release any and all lien, and claim or right to lien on said described building and premises under the Statutes of the State of Missouri relating the Mechanics' Liens, on account of labor or materials, or both, furnished by the undersigned to or on account of the said NT Home Builders, LLC for said building and premises.

Given under our hands and seals this date of 5/20/25

Central Irrigation Supply, Inc. / Central Pro Supply

Marisa Serrao

SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

NT HomeBuilders LLC
3333-3 Rue Royale
St Charles MO, 63301

CENTRAL BANK OF ST LOUIS
80-460/810

35816

2/9/2026

PAY TO THE ORDER OF Central Irrigation Supply, Inc. $**29,740.46

Twenty-Nine Thousand Seven Hundred Forty and 46/100********** DOLLARS

PROTECTED AGAINST FRAUD

Central Irrigation Supply
8 Williams Street
Elmsford, NY 10523

MEMO Invoice 66701431 pump

© 2021 INTUIT INC. 1-800-433-8810

⑈035816⑈ ⑆081004601⑆ ⑈129600322⑈

NT HomeBuilders LLC

35816

Central Irrigation Supply, Inc.

2/9/2026

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
2/9/2026	Bill	Invoice 66701431	29,740.46	29,740.46		29,740.46
					Check Amount	29,740.46

First National Bank Ch Invoice 66701431 pump 29,740.46

NT HomeBuilders LLC

35816

Central Irrigation Supply, Inc.

2/9/2026

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
2/9/2026	Bill	Invoice 66701431	29,740.46	29,740.46		29,740.46
					Check Amount	29,740.46

First National Bank Ch Invoice 66701431 pump 29,740.46

PAYMENT RECORD

CENTRAL PRO SUPPLY

STATEMENT

Customer #	Statement Date
144948	2/1/26
Total Amount Due	**Credit Limit**
29,740.46	10,000

Customer
NT HOME BUILDERS
3333-3 RUE ROYALE
ST CHARLES, MO 63301

Remit To
CENTRAL PRO SUPPLY
8 WILLIAMS STREET
ELMSFORD, NY 10523

Access your account and pay your bill online 24/7 at centralpros.com.
No cash discount on invoices paid with credit cards.

Customer #	Statement Date	Total Amount Due	Credit Limit	
144948	2/1/26	29,740.46	10,000	
Current	**Over 30 Days**	**Over 60 Days**	**Over 90 Days**	**Over 120 Days**
0.00	0.00	0.00	0.00	0.00
Late Charges	**Credits**	**Future Due**	**On Order**	**Late Charges YTD**
0.00	0.00	29,740.46	0.00	0.00

Last Payment Date: Last Payment Received: $0.00

Invoice Date	Due Date	Discount Date	Invoice #	Customer PO	Charge Amount	Credit Amount
1/6/26	2/10/26	1/6/26	66701431-00	NEW TOWN GENERAL V3	29,740.46	

If no remittance advice is received at the time of payment, payments shall be applied first to unpaid finance charges and then to oldest transactions.
Finance Charges will be assessed at a rate of 1.5% per month on the outstanding balance.

INVOICE

Shipped	Due Date	Terms	Invoice #
1/6/26	2/10/26	NET 10TH	66701431-00
Invoice Date	**PO #**		**Customer #**
1/6/26	NEW TOWN GENERAL V3		144948

Sold To
NT HOME BUILDERS
3333-3 RUE ROYALE
ST CHARLES MO 63301

Ship To
NT HOME BUILDERS
3333-3 RUE ROYALE
ST CHARLES MO 63301

Central Branch
CENTRAL PRO SUPPLY 667
82 DIDION DRIVE
ST. PETERS MO 63376
636-387-7351 STPETERS@CENTRALPROS.COM

Instructions

Ship Via	Account Leader	Email and Phone
PICK UP	BRANCH 667	

Notes

Line #	Central Part#	Product Description	Unit	Shipped	Backorder	Price	Discount	Total
1	WML5-7A-20-240-1-200-85	WATERTRONICS PUMPNEW TOWN GENERAL ASEMB	EACH	1.00	0.00	55,100.00	0.0	55,100.00
2	CCS00	----------	EACH	1.00	0.00	0.00	0.0	0.00
3	CCSP07	-- 50% DEPOSIT REQUIREDAT TIME OF ORDER --	EACH	1.00	0.00	0.00	0.0	0.00
4	CCSP01	-- PRINT NAME --	EACH	1.00	0.00	0.00	0.0	0.00
5	CCS00	----------	EACH	1.00	0.00	0.00	0.0	0.00
6	CCSP02	-- SIGNED NAME --	EACH	1.00	0.00	0.00	0.0	0.00
7	CCS00	----------	EACH	1.00	0.00	0.00	0.0	0.00
8	CCSP03	-- DELIVERY ADDRESS --	EACH	1.00	0.00	0.00	0.0	0.00
9	CCS00	----------	EACH	1.00	0.00	0.00	0.0	0.00
10	CCSP03	-- DELIVERY ADDRESS --	EACH	1.00	0.00	0.00	0.0	0.00
11	CCS00	----------	EACH	1.00	0.00	0.00	0.0	0.00
12	CCSP04	-- SITE CONTACT NAME --	EACH	1.00	0.00	0.00	0.0	0.00
13	CCS00	----------	EACH	1.00	0.00	0.00	0.0	0.00
14	CCSP05	-- SITE CONTACT PHONE --	EACH	1.00	0.00	0.00	0.0	0.00
15	CCS00	----------	EACH	1.00	0.00	0.00	0.0	0.00
16	CCSP05	-- SITE CONTACT PHONE --	EACH	1.00	0.00	0.00	0.0	0.00
17	CCS00	----------	EACH	1.00	0.00	0.00	0.0	0.00

17	**Lines Total**	**Qty Shipped Total**	**17.00**			**Subtotal**	**55,100.00**

Taxes	**4,380.46**
Down Payment	**29,740.00**
Total	**29,740.46**

Central Irrigation Supply Warranty Information: Only those product warranties made by the manufacturer at its discretion shall apply. Central Irrigation Supply makes no independent warranty, express or implied and makes no warranty of merchantability or of fitness for a particular purpose. Central Irrigation Supply shall not be liable for any indirect, incidental, punitive or consequential damages of any kind.

1/6/26

Take advantage of easy online account access 24/7 at centralpros.com.
No cash discounts if paid with credit card.

Signature:

Central Irrigation Supply Warranty Information: Only those product warranties made by the manufacturer at its discretion shall apply. Central Irrigation Supply makes no independent warranty, express or implied and makes no warranty of merchantability or of fitness for a particular purpose. Central Irrigation Supply shall not be liable for any indirect, incidental, punitive or consequential damages of any kind.

(PARTIAL) WAIVER OF LIEN
MATERIAL

State of NEW YORK)
)ss
County of WESTCHESTER)

To All Whom it may Concern:

Whereas, we the undersigned, Central Irrigation Supply, Inc. / Central Pro Supply has been employed by;

NT Home Builders, LLC

to furnish:

MATERIAL

for the development known as NEW TOWN at ST CHARLES

Now, therefore, know ye, That we the undersigned for and in consideration of the

Sum of: ($29,740.46) Twenty-Nine Thousand Seven Hundred Forty and 46/100 Dollars

not yet received

and other good and valuable considerations, ~~the receipt whereof is hereby acknowledged we~~ do hereby waive and release any and all lien, and claim or right to lien on said described building and premises under the Statutes of the State of Missouri relating the Mechanics' Liens, on account of labor or materials, or both, furnished by the undersigned to or on account of the said NT Home Builders, LLC for said building and premises.

Given under our hands and seals this date of FEEBRUARY 9, 2026

Central Irrigation Supply, Inc. / Central Pro Supply

Marisa Serrao

Type text here

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

CENTRAL BANK OF ST LOUIS
80-460/810

35977

NT HomeBuilders LLC
3333-3 Rue Royale
St Charles MO, 63301

3/17/2026

PAY TO THE ORDER OF NTHB Management LLC $ **100,829.71

One Hundred Thousand Eight Hundred Twenty-Nine and 71/100********** DOLLARS

PROTECTED AGAINST FRAUD

NTHB Management LLC
2120 North Third Street
St Charles, MO 63301

MEMO

⑈035977⑈ ⑆081000460⑆ ⑈4296003221⑈

NT HomeBuilders LLC 35977

NTHB Management LLC 3/17/2026

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
3/17/2026	Bill	Invoice 3-2026-6926	11,954.71	11,954.71		11,954.71
3/17/2026	Bill	Invoice 3-2026-6927	11,289.29	11,289.29		11,289.29
3/17/2026	Bill	Invoice 3-2026-6928	11,210.62	11,210.62		11,210.62
3/17/2026	Bill	Invoice 3-2026-6929	11,954.71	11,954.71		11,954.71
3/17/2026	Bill	Invoice 3-2026-6930	6,996.76	6,996.76		6,996.76
3/17/2026	Bill	Invoice 3-2026-6931	5,531.15	5,531.15		5,531.15
3/17/2026	Bill	Invoice 3-2026-6932	5,531.15	5,531.15		5,531.15
3/17/2026	Bill	Invoice 3-2026-6933	6,996.76	6,996.76		6,996.76
3/17/2026	Bill	Invoice 3-2026-6934	10,438.64	10,438.64		10,438.64
3/17/2026	Bill	Invoice 3-2026-6935	10,159.77	10,159.77		10,159.77
3/17/2026	Bill	Invoice 3-2026-6936	2,626.82	2,626.82		2,626.82
3/17/2026	Bill	InvMar26merzbollards	6,139.33	6,139.33		6,139.33
					Check Amount	100,829.71

First National Bank Ch 100,829.71

LOT #

6926 - 9215A
27 - 9215B
28 - 9215C
29 - 9215D
30 - 9213A
31 - 9213B
32 - 9213C
33 - 9213D
34 - 9229
35 - 9238
36 - A9

Bollards

NTHB MANAGEMENT, LLC
2120 North Third Street
St. Charles, MO 63301
Phone = (636) 916-2030
Fax = (636) 916-2029

Date:	3/16/2026
Invoice #	Mar 26 Merz Bollards

Bill To: **NT Home Builders, LLC**
3333-3 Rue Royale
St. Charles, MO 63301
Attention: Accounting for NTHB

Description			Amount
Becks Landing Mailbox area			
BOLLARDS - Material ONLY purchase			
# BO12 Bollard - $295 each CB 122 (black)	0	$	-
# BO10 Bollard - $245 each CB 109 (black)	23	$	5,635.00
Sales Tax Charged	7.95%	$	447.98
Administration Cost	1.00%	$	56.35
DUE UPON RECEIPT			
Thank you, NTHB Management LLC	Total Amount Due	$	**6,139.33**

If you have any questions, please contact Bill Wideman at (636) 916-2030

WAIVER OF LIEN
MATERIAL

State of Missouri)
)ss
County of St. Charles)

To All Whom it may Concern:

Whereas, we the undersigned, NTHB Management, LLC has been employed by;

NT Home Builders, LLC

to furnish:

MATERIAL

for the building(s) known as NEW TOWN – MERZ BOLLARDS

Now, therefore, know ye, That we the undersigned for and in consideration of the

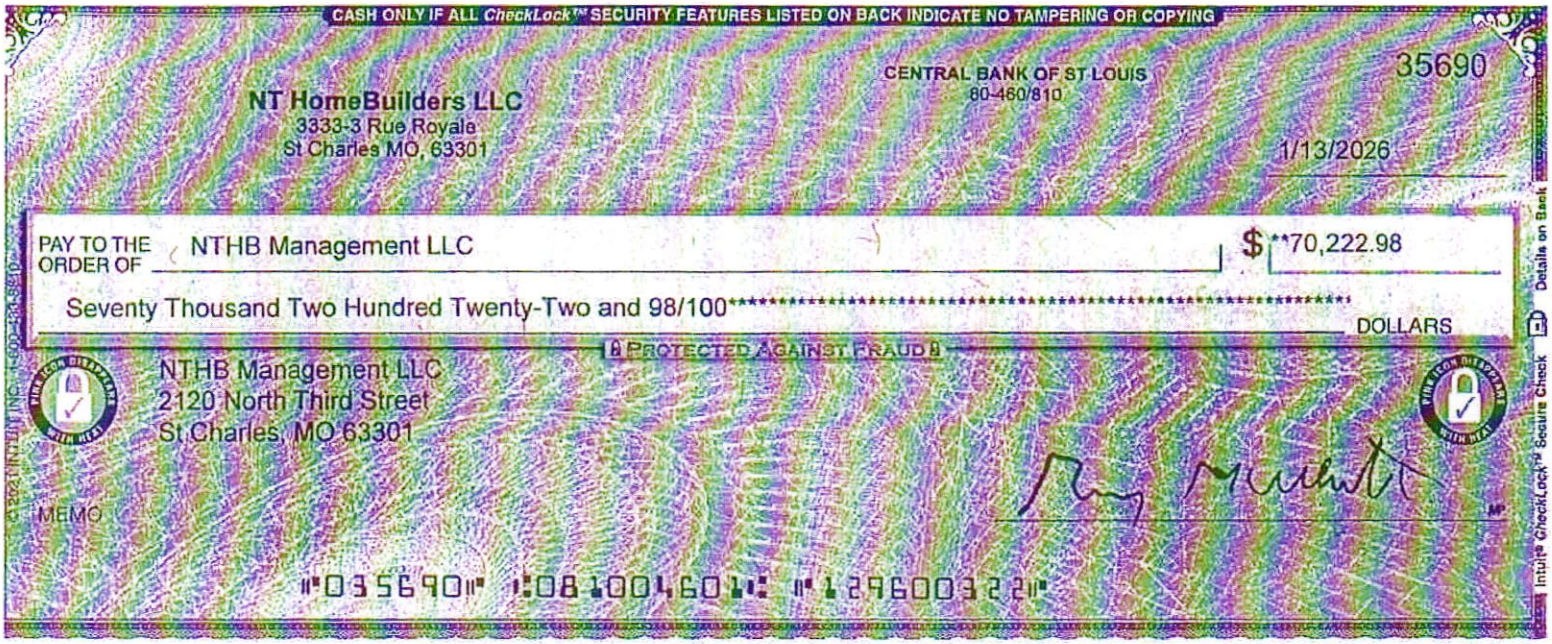
Sum of: ($6,139.33) Six Thousand One Hundred Thirty-Nine and 33/100 Dollars

and other good and valuable considerations, the receipt whereof is hereby acknowledged we do hereby waive and release any and all lien, and claim or right to lien on said described building and premises under the Statutes of the State of Missouri relating the Mechanics' Liens, on account of labor or materials, or both, furnished by the undersigned to or on account of the said NT Home Builders, LLC for said building and premises.

Given under our hands and seals this date of 3-16-26

NTHB Management, LLC

Will Weber



NT HomeBuilders LLC 35690

NTHB Management LLC 1/13/2026

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
1/8/2026	Bill	Invoice 1072026	46,483.52	46,483.52		46,483.52
1/8/2026	Bill	Invoice CM105-2026-1	3,428.93	3,428.93		3,428.93
1/8/2026	Bill	Invoice CM113-2026-1	6,885.00	6,885.00		6,885.00
1/13/2026	Bill	Invoice 1-2026-6860	8,807.12	8,807.12		8,807.12
1/13/2026	Bill	Invoice 1-2026-6861	4,203.26	4,203.26		4,203.26
1/13/2026	Bill	Invoice 1-2026-6862	415.15	415.15		415.15
					Check Amount	70,222.98

First National Bank Ch 70,222.98

NTHB MANAGEMENT, LLC
2120 North Third Street
St. Charles, MO 63301
Phone = (636) 940-1800
Fax = (636) 916-2029

Date:	1/7/2026
Invoice #	1072026

Bill To: **NT Home Builders, LLC**
2120 North Third Street
St. Charles, MO 63301
Attention: Accounting for NTHB

Description			Amount
New Town - Street Lights - Merz			
Time and Material Cost as of			
Work was performed by S & S Utilities Pick-up by Danny Purler and S & S employees			
Material Cost			
Post and Bolts at $1,100.00 each		23	$ 25,300.00
Light Head at $475.00 each (includes light bulb)		23	$ 10,925.00
Globes at $280.00 each		23	$ 6,440.00
Sales Tax Charged		7.95%	$ 3,391.87
Overhead Cost (includes PR Taxes & Union Benefits)	5.00%		N/A
Administration Cost	1.00%		$ 426.65
DUE UPON RECEIPT			
Thank you, NTHB Management LLC		Total Amount Due	$ **46,483.52**

If you have any questions, please contact Bill Wideman at (636) 916-2030

WAIVER OF LIEN
MATERIAL

State of Missouri)
)ss
County of St. Charles)

To All Whom it may Concern:

Whereas, we the undersigned, NTHB Management, LLC has been employed by;

NT Home Builders, LLC

to furnish:

MATERIAL

for the building(s) known as NEW TOWN LOT – MERZ STREET LIGHTS

Now, therefore, know ye, That we the undersigned for and in consideration of the

Sum of: ($46,483.52) Forty-Six Thousand Four Hundred Eighty-Three and 52/100 Dollars

and other good and valuable considerations, the receipt whereof is hereby acknowledged we do hereby waive and release any and all lien, and claim or right to lien on said described building and premises under the Statutes of the State of Missouri relating the Mechanics' Liens, on account of labor or materials, or both, furnished by the undersigned to or on account of the said NT Home Builders, LLC for said building and premises.

Given under our hands and seals this date of 1-7-2026

NTHB Management, LLC

35626

NTHB Management LLC

12/23/2025

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
12/16/2025	Bill	Inv Dec merz bollard	11,052.98	11,052.98		11,052.98
12/22/2025	Bill	Invoice 12-2025-6845	27,359.07	27,359.07		27,359.07
12/22/2025	Bill	Invoice 12-2025-6846	13,041.67	13,041.67		13,041.67
12/22/2025	Bill	Invoice 12-2025-6847	14,015.77	14,015.77		14,015.77
12/22/2025	Bill	Invoice 12-2025-6848	9,863.48	9,863.48		9,863.48
12/22/2025	Bill	Invoice 12-2025-6849	11,966.28	11,966.28		11,966.28
12/22/2025	Bill	Invoice 12-2025-6850	5,391.94	5,391.94		5,391.94
12/22/2025	Bill	Invoice 12-2025-6851	1,089.98	1,089.98		1,089.98
12/22/2025	Bill	Invoice 12-2025-6852	766.84	766.84		766.84
12/22/2025	Bill	Invoice 12-2025-6853	141.41	141.41		141.41
					Check Amount	94,689.42

First National Bank Ch

94,689.42

Central Bank

a division of The Central Trust Bank

New Town 20

Date

12/23/25

Time

10:40:22

Cash Drawer

4

Transaction #

000

ENTERED

Posting Date: Tue Dec 23 2025

CHECKING DEPOSIT
XXXXXX6212

$94,689.42

TRANSACTION SUBJECT TO VERIFICATION

Member FDIC

Thank you,
Jocabel

NTHB MANAGEMENT, LLC
2120 North Third Street
St. Charles, MO 63301
Phone = (636) 916-2030
Fax = (636) 916-2029

Date:	12/16/2025
Invoice #	Dec Merz Bollards

Bill To: **NT Home Builders, LLC**
3333-3 Rue Royale
St. Charles, MO 63301
Attention: Accounting for NTHB

Description			Amount
BOLLARD - Material ONLY purchase			
# BO12 Bollard - $295 each CB 122 (black)		2	$ 590.00
# BO10 Bollard - $245 each CB 109 (black)		39	$ 9,555.00
Sales Tax Charged		7.95%	$ 806.53
Administration Cost	1.00%		$ 101.45
DUE UPON RECEIPT			
Thank you, NTHB Management LLC		Total Amount Due	**$ 11,052.98**

If you have any questions, please contact Bill Wideman at (636) 916-2030

WAIVER OF LIEN
MATERIAL

State of Missouri)
)ss
County of St. Charles)

To All Whom it may Concern:

Whereas, we the undersigned, NTHB Management, LLC has been employed by;

NT Home Builders, LLC

to furnish:

MATERIAL

for the building(s) known as NEW TOWN – MERZ BOLLARDS

Now, therefore, know ye, That we the undersigned for and in consideration of the

Sum of: ($11,052.98) Eleven Thousand Fifty-Two and 98/100 Dollars

and other good and valuable considerations, the receipt whereof is hereby acknowledged we do hereby waive and release any and all lien, and claim or right to lien on said described building and premises under the Statutes of the State of Missouri relating the Mechanics' Liens, on account of labor or materials, or both, furnished by the undersigned to or on account of the said NT Home Builders, LLC for said building and premises.

Given under our hands and seals this date of 12-16-25

NTHB Management, LLC

NT HomeBuilders LLC
3333-3 Rue Royale
St Charles MO, 63301

CENTRAL BANK OF ST LOUIS
80-460/810

35232

10/7/2025

PAY TO THE ORDER OF NTHB Management LLC

$**18,189.20

Eighteen Thousand One Hundred Eighty-Nine and 20/100********** DOLLARS

PROTECTED AGAINST FRAUD

NTHB Management LLC
2120 North Third Street
St Charles, MO 63301

MEMO Invoice 9302025

⑈035232⑈ ⑆081004601⑆ ⑈129600322⑈

© 2021 INTUIT INC. 1-800-430-8810

NT HomeBuilders LLC

35232

NTHB Management LLC

10/7/2025

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
10/2/2025	Bill	Invoice 9302025	18,189.20	18,189.20		18,189.20
					Check Amount	18,189.20

First National Bank Ch Invoice 9302025 18,189.20

NT HomeBuilders LLC

35232

NTHB Management LLC

10/7/2025

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
10/2/2025	Bill	Invoice 9302025	18,189.20	18,189.20		18,189.20
					Check Amount	18,189.20

First National Bank Ch Invoice 9302025 18,189.20

PAYMENT RECORD

10529

105291

NTHB MANAGEMENT, LLC
2120 North Third Street
St. Charles, MO 63301
Phone = (636) 940-1800
Fax = (636) 916-2029

Date:	9/30/2025
Invoice #	9302025

Bill To: **NT Home Builders, LLC**
2120 North Third Street
St. Charles, MO 63301
Attention: Accounting for NTHB

New Town - Street Lights - Merz

Time and Material Cost as of

Work was performed by S & S Utilities
Pick-up by Danny Purler and S & S employees

Description			Amount
Material Cost			
Post at $1,100.00 each		9	$ 9,900.00
Light Head at $475.00 each (includes light bulb)		9	$ 4,275.00
Globes at $280.00 each		9	$ 2,520.00
Sales Tax Charged		7.95%	$ 1,327.25
Overhead Cost (includes PR Taxes & Union Benefits)	5.00%		N/A
Administration Cost	1.00%		$ 166.95

DUE UPON RECEIPT

Thank you, NTHB Management LLC Total Amount Due $ **18,189.20**

If you have any questions, please contact Bill Wideman at (636) 916-2030

WAIVER OF LIEN
MATERIAL

State of Missouri)
)ss
County of St. Charles)

To All Whom it may Concern:

Whereas, we the undersigned, NTHB Management, LLC has been employed by;

NT Home Builders, LLC

to furnish:

MATERIAL

for the building(s) known as NEW TOWN LOT MERZ STREET LIGHTS

Now, therefore, know ye, That we the undersigned for and in consideration of the

Sum of: ($18,189.20) Eighteen Thousand One Hundred Eighty-Nine and 20/100 Dollars

and other good and valuable considerations, the receipt whereof is hereby acknowledged we do hereby waive and release any and all lien, and claim or right to lien on said described building and premises under the Statutes of the State of Missouri relating the Mechanics' Liens, on account of labor or materials, or both, furnished by the undersigned to or on account of the said NT Home Builders, LLC for said building and premises.

Given under our hands and seals this date of 9-30-25

NTHB Management, LLC

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

NT HomeBuilders LLC
3333-3 Rue Royale
St Charles MO, 63301

CENTRAL BANK OF ST LOUIS
80-460/810

34348

4/25/2025

PAY TO THE ORDER OF NTHB Management LLC

$ **50,370.46

Fifty Thousand Three Hundred Seventy and 46/100********** DOLLARS

PROTECTED AGAINST FRAUD

NTHB Management LLC
2120 North Third Street
St Charles, MO 63301

MEMO

⑈034348⑈ ⑆081001460⑆ ⑈1296003220⑈

Details on Back. Intuit® CheckLock™ Secure Check

NT HomeBuilders LLC 34348

NTHB Management LLC 4/25/2025

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
4/23/2025	Bill	April Merz Bollards	5,338.55	5,338.55		5,338.55
4/23/2025	Bill	Invoice 4232025ml1	45,031.91	45,031.91		45,031.91
					Check Amount	50,370.46

Might

ENTERED

First National Bank Ch 50,370.46

Central Bank
a division of The Central Trust Bank

New Town 20

Date	Time
04/30/25	02:28:40
Cash Drawer	Transaction #
2	0059

Posting Date: Wed . Apr 30 2025

CHECKING DEPOSIT
XXXXXX6212

ENTERED

$50,370.46

TRANSACTION SUBJECT TO VERIFICATION

Member FDIC

Thank you,
Paul

NTHB MANAGEMENT, LLC
2120 North Third Street
St. Charles, MO 63301
Phone = (636) 916-2030
Fax = (636) 916-2029

Date:	4/23/2025
Invoice #	April Merz Bollards

Bill To: **NT Home Builders, LLC**
3333-3 Rue Royale
St. Charles, MO 63301
Attention: Accounting for NTHB

Description			Amount
BOLLARD - Material ONLY purchase			
# BO12 Bollard - $295 each CB 122 (black)		0	$ -
# BO10 Bollard - $245 each CB 109 (black)		20	$ 4,900.00
Sales Tax Charged		7.95%	$ 389.55
Administration Cost	1.00%		$ 49.00
DUE UPON RECEIPT			
Thank you, NTHB Management LLC		Total Amount Due	$ **5,338.55**

If you have any questions, please contact Bill Wideman at (636) 916-2030

WAIVER OF LIEN
MATERIAL

State of Missouri)
)ss
County of St. Charles)

To All Whom it may Concern:

Whereas, we the undersigned, NTHB Management, LLC has been employed by;

NT Home Builders, LLC

to furnish:

MATERIAL

for the building(s) known as NEW TOWN – MERZ BOLLARDS

Now, therefore, know ye, That we the undersigned for and in consideration of the

Sum of: ($5,338.55) Five Thousand Three Hundred Thirty-Eight and 55/100 Dollars

and other good and valuable considerations, the receipt whereof is hereby acknowledged we do hereby waive and release any and all lien, and claim or right to lien on said described building and premises under the Statutes of the State of Missouri relating the Mechanics' Liens, on account of labor or materials, or both, furnished by the undersigned to or on account of the said NT Home Builders, LLC for said building and premises.

Given under our hands and seals this date of 4-23-25

NTHB Management, LLC

WMcW

NT HomeBuilders LLC

35462

Ramos Landscaping LLC

11/16/2025

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
11/15/2025	Bill	Invoice 3159	20,802.50	20,802.50		20,802.50
11/15/2025	Bill	Invoice 3155	3,550.00	3,550.00		3,550.00
11/15/2025	Bill	Invoice 3156	4,102.50	4,102.50		4,102.50
11/15/2025	Bill	Invoice 3158	5,480.00	5,480.00		5,480.00
11/15/2025	Bill	Invoice 3157	5,487.50	5,487.50		5,487.50
11/15/2025	Bill	Invoice 3153	26,552.50	26,552.50		26,552.50
11/15/2025	Bill	Invoice 3154	11,690.00	11,690.00		11,690.00
					Check Amount	77,665.00

PAYMENT RECORD

First National Bank Ch

77,665.00

10529

105291

Rev 6/21

INVOICE

Wilian Ramos
2110 Hepperman Road
Wentzville, MO 63385

Winramos116@gmail.com
+1 (636) 866-4452

RAMOS
LANDSCAPING LLC
HARDSCAPES & SOFTSCAPES

Bill to
NT HOME BUILDERS, LLC
LOT#FORT DUQUETTE,

Invoice details
Invoice no.: 3159
Invoice date: 11/14/2025
Due date: 12/14/2025

#	Product or service	Description	Qty	Rate	Amount
1.	**Install Fescue Sod**		2975	$6.50	$19,337.50
2.	**Bobcat Work**		7	$115.00	$805.00
3.	**hand work 3 man 4 hours each one**		12	$55.00	$660.00
		Total			**$20,802.50**

Note to customer

Thank you for your business.

FINAL LIEN WAIVER

State of Missouri)

)SS.

Country of St Louis)

WHEREAS,RAMOS LANDSCAPING LLC: Has been employed by: **NEW TOWN HOME BUILDER LLC:** Install fescue sod,bobcat work, hand work,

THEREFORE, KNOW YE : That the undersigned for and in consideration of the sum of;**$20,802.50.00**The receipt whereof is Hereby waived and release any all claim on the building and premier.Estate under the of: **LOT#FORT DUQUETTE .** Missouri, relating to Mechanic's Liens, on account of labour and or materials, or both, finished by the undersigned or its supplies, labourers, subcontractor and material to said premises, Material Inventory By Me.

RAMOS LANDSCAPING LLC
BY: Nelson Ramos

DATE THIS 14TH DAY OF November 2025

INVOICE

Wilian Ramos
2110 Hepperman Road
Wentzville, MO 63385

Wlnramos116@gmail.com
+1 (636) 866-4452

Bill to
NEW TOWN HOME BUILDER LLC
Lot# Com Marais Temp Clair Dr

Invoice details
Invoice no.: 3153
Invoice date: 11/12/2025
Due date: 12/12/2025

#	Product or service	Description	Qty	Rate	Amount
1.	**Install Fescue Sod**	BIG COM GOUND MARAIS TEMPS CLAIR DR	2975	$6.50	$19,337.50
2.	**Babcat work**	include on the small corn between lot 9050 and lot 9051	12	$115.00	$1,380.00
3.	**3 guys work 8 hours each one**	include on the small between lot 9050 and 9091	24	$55.00	$1,320.00
4.	**Install Fescue Sod**	Between lot#9050 and 9051 small corn Ground Marais Clair Temps DR	660	$6.50	$4,290.00
5.	**3 Load of dirt**		3	$75.00	$225.00

Total **$26,552.50**

Note to customer

Thank you for your business.

FINAL LIEN WAIVER

State of Missouri)

)SS.

Country of St Louis)

WHEREAS,RAMOS LANDSCAPING LLC: Has been employed by: **NEW TOWN HOME BUILDER LLC:** Install fescue sod,bobcat work, hand work,Bring dirt

THEREFORE, KNOW YE : That the undersigned for and in consideration of the sum of;**$26,552.50**The receipt whereof is Hereby waived and release any all claim on the building and premier.Estate under the of: **LOT#BIG Common Grand Marais Temp clair Dr and Between Common .** Missouri, relating to Mechanic's Liens, on account of labour and or materials, or both, finished by the undersigned or its supplies, labourers, subcontractor and material to said premises, Material Inventory By Me.

RAMOS LANDSCAPING LLC
BY: Victor Ramos

DATE THIS 14TH DAY OF November 2025

INVOICE

Wilian Ramos
2110 Hepperman Road
Wentzville, MO 63385

Winramos116@gmail.com
+1 (636) 866-4452

Bill to
NT HOME BUILDERS, LLC
COM GRAUND RUE ROYASE,

Invoice details
Invoice no.: 3154
Invoice date: 11/12/2025
Due date: 12/12/2025

#	Product or service	Description	Qty	Rate	Amount
1.	**Install Fescue Sod**	com ground AND between RUE ROYALE	1540	$6.50	$10,010.00
2.	**Bobcat Work**	com Ground AND between RUE ROYALE	6	$115.00	$690.00
3.	**2 man work hand work 4 hours each one**	com ground AND between RUE ROYALE	18	$55.00	$990.00

Total **$11,690.00**

Note to customer

Thank you for your business.

FINAL LIEN WAIVER

State of Missouri)

)SS.

Country of St Louis)

WHEREAS,RAMOS LANDSCAPING LLC: Has been employed by: **NEW TOWN HOME BUILDER LLC:** Install fescue sod,bobcat work, hand work,

THEREFORE, KNOW YE : That the undersigned for and in consideration of the sum of;**$11,690.00**The receipt whereof is Hereby waived and release any all claim on the building and premier.Estate under the of: **LOT#BIG Common Grand and Between Common RUE ROYALE.** Missouri, relating to Mechanic's Liens, on account of labour and or materials, or both, finished by the undersigned or its supplies, labourers, subcontractor and material to said premises, Material Inventory By Me.

RAMOS LANDSCAPING LLC
BY: Wilson Ramos

DATE THIS 14TH DAY OF November 2025

35427

Ramos Landscaping LLC

11/9/2025

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
11/7/2025	Bill	Invoice 3102	15,832.50	15,832.50		15,832.50
					Check Amount	15,832.50

PAYMENT RECORD

First National Bank Ch Invoice 3102 15,832.50

10529

105291

Rev 8/21

INVOICE

Wilian Ramos
2110 Hepperman Road
Wentzville, MO 63385

Wlnramos116@gmail.com
+1 (636) 866-4452

Bill to
NT HOME BUILDERS, LLC
LOT#FUTURE COMMON GRAND,

Invoice details
Invoice no.: 3102
Invoice date: 11/05/2025
Due date: 12/05/2025

#	Product or service	Description	Qty	Rate	Amount
1.	**Install Fescue Sod**		1925	$6.50	$12,512.50
2.	**Bobcat**	grading	13	$115.00	$1,495.00
3.	**3 guys work hand work**	work 8.5 each one total work 25	25	$55.00	$1,375.00
4.	**6 load of dirt**		6	$75.00	$450.00

Total **$15,832.50**

Note to customer

Thank you for your business.

FINAL LIEN WAIVER

State of Missouri)

)SS.

Country of St Louis)

WHEREAS,RAMOS LANDSCAPING LLC: Has been employed by: **NEW TOWN HOME BUILDER LLC:** Install fescue sod,bobcat work, hand work,Bring Dirt.

THEREFORE, KNOW YE : That the undersigned for and in consideration of the sum of;**$15,832.00.**The receipt whereof is Hereby waived and release any all claim on the building and premier.Estate under the of: **LOT#Future Common Grand.** Missouri, relating to Mechanic's Liens, on account of labour and or materials, or both, finished by the undersigned or its supplies, labourers, subcontractor and material to said premises, Material Inventory By Me.

RAMOS LANDSCAPING LLC
BY: Ulises Ramos

DATE THIS 5th DAY OF November 2025

2110 Hepperman Road
Wentzville MO. 63385
RAMOS
(636) 866-4452

Wiese Nursery 3/18/2026

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
3/18/2026	Bill	Invoice 4109	1,000.00	1,000.00		1,000.00
3/18/2026	Bill	Invoice 4110	1,000.00	1,000.00		1,000.00
3/18/2026	Bill	Invoice 4111	1,000.00	1,000.00		1,000.00
3/18/2026	Bill	Invoice 4112	1,000.00	1,000.00		1,000.00
3/18/2026	Bill	Invoice 4113	1,000.00	1,000.00		1,000.00
3/18/2026	Bill	Invoice 4114	3,260.49	3,260.49		3,260.49
					Check Amount	8,260.49

PAYMENT RECORD

First National Bank Ch 8,260.49

10529 105291 Rev 6/21

Wiese Nursery

Landscape Design Inc.

5801 Hwy. N
Cottleville, MO 63304

636-978-3213

No. 4114

"Natures Best to You"

CUSTOMER'S ORDER NO. _____ DATE 3/17 2026

NAME Homes By Whittaker

ADDRESS 3333-3 Rue Royale

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.			
Stuart Tree - Marie Temp Claire and Rue Royale							

QUAN.	DESCRIPTION	PRICE	AMOUNT	
8	Autumn Blaze Maple	3	160	00
		Tax	100	49
		3	260	49
		TAX		
		TOTAL		

WARRANTY - Replacements will be made free of charge on any plant Wiese Nursery installs that dies from natural causes within 1 year. Replacements a 1/2 the purchase price will be made on any plant sold but not installed by Wiese Nursery and dies from natural causes within 6 months. This warranty covers one replacement only. Buyer shall assume all responsibility for proper care and maintenance of all plants purchased.

WAIVER OF CLAIMS FOR PAYMENT

Wiese Nursery ("Contractor") contracted with Homes By Whittalle ("Owner" or "General Contractor") to furnish labor and/or materials ("Work") on or for the project/real property known as: Street tree 177 Anic Temp Claim Road ("Property") for a total contract price, including changes and extras, of $ 3,260.49. (Please check appropriate box) Rue Royale

A. X FULL/FINAL WAIVER – RESIDENTIAL-MISSOURI

CONTRACTOR DOES HEREBY FULLY, FINALLY AND UNCONDITIONALLY WAIVE AND RELEASE ANY AND ALL RIGHTS TO ASSERT OR ENFORCE MECHANICS LIEN CLAIMS UNDER THE STATUTES OF THE STATE OF MISSOURI AGAINST THE RESIDENTIAL REAL PROPERTY DESCRIBED ABOVE AND THE IMPROVEMENTS THEREON, AND ON THE MATERIAL, FIXTURES, APPARATUS OR MACHINERY FURNISHED, AND ON THE MONEYS, FUNDS OR OTHER CONSIDERATIONS DUE OR TO BECOME DUE FROM THE OWNER OR GENERAL CONTRACTOR, FOR ALL WORK PERFORMED BY THE CONTRACTOR PRIOR TO THE DATE SET FORTH BELOW AND FOR ANY WORK, INCLUDING EXTRAS, HEREAFTER PERFORMED BY OR ON BEHALF OF THE CONTRACTOR UNDER ANY AGREEMENTS EXECUTED BY THE CONTRACTOR PRIOR TO THE DATE SET FORTH BELOW.

☐ FULL/FINAL WAIVER – COMMERCIAL AND RESIDENTIAL-ILLINOIS

Contractor hereby waives all right, title and interest to any claim of any kind for payment for its Work; including, but not limited to, claims to a mechanic's or other form of lien or claim on or against (a) the Property or the improvements thereon; (b) any funds for the Property or the Project, whether held by the Owner or otherwise; or (c) any funds due or to become due any higher-tier contractor. This waiver is applicable to any claims for payment for Work which may hereafter be performed on or for the Property. This waiver is intended to be a full and final waiver of all rights to collect any further payment for Contractor's Work on or for the Property.

☐ PARTIAL WAIVER

Contractor hereby waives all right, title and interest to any claim of any kind for payment for its Work through today's date; including, but not limited to, claims to a mechanic's or other form of lien or claim on or against: (a) the Property or the improvements thereon, (b) any funds for the Property or the Project, whether held by the Owner or otherwise; or (c) any funds due or to become due any higher-tier contractor. This is a partial waiver with respect to the Contractor's Work, and Contractor expressly reserves the right to assert claims for payment (including mechanic's liens) for Work performed after the date listed below

B. Contractor represents and warrants that it has employed the following subcontractors and suppliers, and no others, to furnish labor, services, material, fixtures, apparatus or machinery, forms or formwork, or any other assistance in performing its Work:

None (circle, if none) or List Names and Addresses

C. Contractor and the individual executing this Waiver on behalf of Contractor both represent and warrant that Contractor has fully paid for all labor and/or materials used by the Contractor (or its subcontractors and/or suppliers of any tier) in performing the Work for which this Release is applicable (i.e., either all of the Contractor's Work or all of the Contractor's Work through the date listed in the Partial Waiver section above); and they both agree to defend, indemnify and hold harmless the Owner, any upper-tier contractors, the title company, any disbursing company, and any lenders from any claims for payment by any person or entity that Contractor has represented herein to have paid.

Date: 3/17/26

Company Name: Wiese Nursery
Address: 5801 Highway N
City, State and Zip: Cottleville Mo 63304
Signature: Katherine Wiese
Print Name: Katherine Wiese Title: Secretary

"NOTARY IS REQUIRED FOR ALL ILLINOIS JOBS"

STATE OF _____)
) SS
COUNTY OF _____)

On this ____ day of _____, 20__, before me personally appeared _____, to me known to be the person described in and who executed the foregoing document, and having been duly sworn under oath, stated and affirmed that s/he is the _____ for _____ that s/he has authority to execute this document on behalf of _____, and that s/he executed the same as his/her free act and deed.

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.

My commission expires:

_____
Notary Public

11/10

35648

Wiese Nursery

12/29/2025

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
12/29/2025	Bill	Invoice 4062	5,130.00	5,130.00		5,130.00
					Check Amount	5,130.00

PAYMENT RECORD

First National Bank Ch Invoice 4062 5,130.00

10529

105291

Rev 6/21

Wiese Nursery

Landscape Design Inc.

No. 4062

5801 Hwy. N
Cottleville, MO 63304

636-978-3213

"Natures Best to You"

CUSTOMER'S ORDER NO _____ DATE 12/29 2025

NAME Homes By Whittally

ADDRESS 3333-3 Rue Royale

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.			
New Town Install Ballards Along Main + Temp Clear							

QUAN.	DESCRIPTION	PRICE	AMOUNT	
	Fort Duquette & Pierre St.			
	Material Concrete and Auger Rental	1	120	00
	Labor	3	960	00
		5	130	00
		TAX		
		TOTAL		

WARRANTY - Replacements will be made free of charge on any plant Wiese Nursery installs that dies from natural causes within 1 year. Replacements a 1/2 the purchase price will be made on any plant sold but not installed by Wiese Nursery and dies from natural causes within 6 months. This warranty covers one replacement only. Buyer shall assume all responsibility for proper care and maintenance of all plants purchased.

WAIVER OF CLAIMS FOR PAYMENT

Wiese Nursery ("Contractor") contracted with:
Hymn By Whitten ("Owner" or "General Contractor") to furnish labor and/or materials ("Work") on or for the project/real property known as: New Town Ballards Tuttle ("Property.") for a total contract price, including changes and extras, of $ 5,130.00. (Please check appropriate box)

A. X **FULL/FINAL WAIVER – RESIDENTIAL-MISSOURI**
CONTRACTOR DOES HEREBY FULLY, FINALLY AND UNCONDITIONALLY WAIVE AND RELEASE ANY AND ALL RIGHTS TO ASSERT OR ENFORCE MECHANICS LIEN CLAIMS UNDER THE STATUTES OF THE STATE OF MISSOURI AGAINST THE RESIDENTIAL REAL PROPERTY DESCRIBED ABOVE AND THE IMPROVEMENTS THEREON, AND ON THE MATERIAL, FIXTURES, APPARATUS OR MACHINERY FURNISHED, AND ON THE MONEYS, FUNDS OR OTHER CONSIDERATIONS DUE OR TO BECOME DUE FROM THE OWNER OR GENERAL CONTRACTOR, FOR ALL WORK PERFORMED BY THE CONTRACTOR PRIOR TO THE DATE SET FORTH BELOW AND FOR ANY WORK, INCLUDING EXTRAS, HEREAFTER PERFORMED BY OR ON BEHALF OF THE CONTRACTOR UNDER ANY AGREEMENTS EXECUTED BY THE CONTRACTOR PRIOR TO THE DATE SET FORTH BELOW.

☐ **FULL/FINAL WAIVER – COMMERCIAL AND RESIDENTIAL-ILLINOIS**
Contractor hereby waives all right, title and interest to any claim of any kind for payment for its Work; including, but not limited to, claims to a mechanic's or other form of lien or claim on or against: (a) the Property or the improvements thereon, (b) any funds for the Property or the Project, whether held by the Owner or otherwise; or (c) any funds due or to become due any higher-tier contractor. This waiver is applicable to any claims for payment for Work which may hereafter be performed on or for the Property. This waiver is intended to be a full and final waiver of all rights to collect any further payment for Contractor's Work on or for the Property.

☐ **PARTIAL WAIVER**
Contractor hereby waives all right, title and interest to any claim of any kind for payment for its Work through today's date; including, but not limited to, claims to a mechanic's or other form of lien or claim on or against: (a) the Property or the improvements thereon, (b) any funds for the Property or the Project, whether held by the Owner or otherwise; or (c) any funds due or to become due any higher-tier contractor. This is a partial waiver with respect to the Contractor's Work, and Contractor expressly reserves the right to assert claims for payment (including mechanic's liens) for Work performed after the date listed below.

B. Contractor represents and warrants that it has employed the following subcontractors and suppliers, and no others, to furnish labor, services, material, fixtures, apparatus or machinery, forms or formwork, or any other assistance in performing its Work:

None (circle, if none) or List Names and Addresses:

C. Contractor and the individual executing this Waiver on behalf of Contractor each represent and warrant that Contractor has fully paid for all labor and/or materials used by the Contractor (or its subcontractors and/or suppliers of any tier) in performing the Work for which this Release is applicable (i.e., either all of the Contractor's Work or all of the Contractor's Work through the date listed in the Partial Waiver section above), and they both agree to defend, indemnify and hold harmless the Owner, any upper-tier contractors, the title company, any disbursing company, and any lenders from any claims for payment by any person or entity that Contractor has represented herein to have paid.

Date: 12/29/25

Company Name: Wiese Nursery
Address: 5801 Highway N
City, State and Zip: Cottleville Mo 63304
Signature: Ruthanne Wiese
Print Name: Ruthanne Wiese Title: Secretary

STATE OF _____)
) SS
COUNTY OF _____)

"NOTARY" IS REQUIRED FOR ALL ILLINOIS JOBS:

On this ___ day of _____, 20__, before me personally appeared _____, to me known to be the person described in and who executed the foregoing document, and having been duly sworn under oath, stated and acknowledged that s/he is the _____ for _____ and that s/he has authority to execute this document on behalf of _____, and that s/he executed the same as his/her free act and deed.

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.

My commission expires:

Notary Public

11/10

Wiese Nursery 12/2/2025

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
12/2/2025	Bill	Invoice 4047	16,710.01	16,710.01		16,710.01
					Check Amount	16,710.01

PAYMENT RECORD

First National Bank Ch Invoice 4047 16,710.01

10529

105291

Rev 6/21

Wiese Nursery

Landscape Design Inc.

No. 4047

5801 Hwy. N
Cottleville, MO 63304
636-978-3213

"Natures Best to You"

CUSTOMER'S ORDER NO. _____ DATE 12/1 2025

NAME Homes By Whittaller

ADDRESS 3333-3 Rue Royale

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.			
	New Town Start Trees						

QUAN.	DESCRIPTION	PRICE	AMOUNT	
	Landscaping As per Attached			
		16	195	00
		Tax	515	01
		16	710	01

WARRANTY - Replacements will be made free of charge on any plant Wiese Nursery installs that dies from natural causes within 1 year. Replacements a 1/2 the purchase price will be made on any plant sold but not installed by Wiese Nursery and dies from natural causes within 6 months. This warranty covers one replacement only. Buyer shall assume all responsibility for proper care and maintenance of all plants purchased.

TAX	
TOTAL	

WIESE NURSERY

Nature's Best to You

HOMES BY WHITTAKER **12/1/2025**

NEW TOWN STREET TREES

Qty		Size	LINE TOTAL	
	BECKS LANDING AND RUE ROYALE			
2	AUTUMN BLAZE MAPLE		$	790.00
7	OCTOBER GLORY MAPLE		$	2,765.00
	MARIE TEMP CLAIR AND MARIE TEMP CLAIR WAY			
6	AUTUMN BLAZE MAPLE		$	2,370.00
	PERGUE AND FORT DUQUETTE			
10	OCTOBER GLORY MAPLE		$	3,950.00
3	AUTUMN BLAZE MAPLE		$	1,185.00
	FORT DUQUETTE			
6	BLAZE MAPLE		$	2,370.00
	DYESS			
7	OCTOBER GLORY MAPLE		$	2,765.00
			$	16,195.00
			$	515.01
			$	**16,710.01**

All plant material installed by Wiese Nursery is guarenteed 100% for one year.This is for one replacement per plant.

* Excluded from the warrenty are perennials and sod.

5801 Highway N Cottleville, Mo 636-978-3213 wiesenursery@aol.com

WAIVER OF CLAIMS FOR PAYMENT

Wiese Nursery ("Contractor") contracted with
Homes by Whitaker ("Owner" or "General Contractor") to furnish labor and/or materials ("Work") on or for the project/real property known as: New Town Start Town ("Property") for a total contract price, including changes and extras, of $ 116,710.01. (Please check appropriate box)

A. X **FULL/FINAL WAIVER – RESIDENTIAL-MISSOURI**
CONTRACTOR DOES HEREBY FULLY, FINALLY AND UNCONDITIONALLY WAIVE AND RELEASE ANY AND ALL RIGHTS TO ASSERT OR ENFORCE MECHANICS LIEN CLAIMS UNDER THE STATUTES OF THE STATE OF MISSOURI AGAINST THE RESIDENTIAL REAL PROPERTY DESCRIBED ABOVE AND THE IMPROVEMENTS THEREON, AND ON THE MATERIAL, FIXTURES, APPARATUS OR MACHINERY FURNISHED, AND ON THE MONEYS, FUNDS OR OTHER CONSIDERATIONS DUE OR TO BECOME DUE FROM THE OWNER OR GENERAL CONTRACTOR, FOR ALL WORK PERFORMED BY THE CONTRACTOR PRIOR TO THE DATE SET FORTH BELOW AND FOR ANY WORK, INCLUDING EXTRAS, HEREAFTER PERFORMED BY OR ON BEHALF OF THE CONTRACTOR UNDER ANY AGREEMENTS EXECUTED BY THE CONTRACTOR PRIOR TO THE DATE SET FORTH BELOW.

☐ **FULL/FINAL WAIVER – COMMERCIAL AND RESIDENTIAL-ILLINOIS**
Contractor hereby waives all right, title and interest to any claim of any kind for payment for its Work; including, but not limited to, claims to a mechanic's or other form of lien or claim on or against: (a) the Property or the improvements thereon, (b) any funds for the Property or the Project, whether held by the Owner or otherwise; or (c) any funds due or to become due any higher-tier contractor. This waiver is applicable to any claims (b; payment for Work which may hereafter be performed on or for the Property. This waiver is intended to be a full and final waiver of all rights to collect any further payment for Contractor's Work on or for the Property.

☐ **PARTIAL WAIVER**
Contractor hereby waives all right, title and interest to any claim of any kind for payment for its Work through today's date; including, but not limited to, claims to a mechanic's or other form of lien or claim on or against: (a) the Property or the improvements thereon, (b) any funds for the Property or the Project, whether held by the Owner or otherwise; or (c) any funds due or to become due any higher-tier contractor. This is a partial waiver with respect to the Contractor's Work, and Contractor expressly reserves the right to assert claims for payment (including mechanic's liens) for Work performed after the date listed below

B. Contractor represents and warrants that it has employed the following subcontractors and suppliers, and no others, to furnish labor, services, material, fixtures, apparatus or machinery, forms or formwork, or any other assistance in performing its Work:

(None) (circle, if none) or List Names and Address(s):

C. Contractor and the individual executing this Waiver on behalf of Contractor both represent and warrant that Contractor has fully paid for all labor and/or materials used by the Contractor (or its subcontractors and/or suppliers of any tier) in performing the Work for which this Release is applicable (i.e., either all of the Contractor's Work or all of the Contractor's Work through the date listed in the Partial Waiver section above); and they both agree to defend, indemnify and hold harmless the Owner, any upper-tier contractor, the title company, any disbursing company, and any lenders from any claims for payment by any person or entity that Contractor has represented herein to have paid.

Date: 12/1/25

Company Name: Wiese Nursery
Address: 5801 Highway N
City, State and Zip: Cottleville MO 63304
Signature: Catherine Wiese
Print Name: Katherine Wiese Title: Secretary

NOTARY IS REQUIRED FOR ALL ILLINOIS JOBS

STATE OF _____)
) SS
COUNTY OF _____)

On this ____ day of _____, 20__, before me personally appeared _____, to me known to be the person described in and who executed the foregoing document, and having been duly sworn under oath, stated and affirmed that s/he is the _____ for _____, that s/he has authority to execute this document on behalf of _____, and that s/he executed the same as his/her free act and deed.

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.

My commission expires:

Notary Public

SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

NT HomeBuilders LLC
3333-3 Rue Royale
St Charles MO, 63301

CENTRAL BANK OF ST LOUIS
80-460/810

34782

7/15/2025

PAY TO THE ORDER OF GDS Properties

$ **17,704.15

Seventeen Thousand Seven Hundred Four and 15/100**********

DOLLARS

A PROTECTED AGAINST FRAUD A

GDS Properties
200 Clearview Drive
St Charles, MO 63303

MEMO Invoice 29010

MP

⑈034782⑈ ⑆081004601⑆ ⑈1296003221⑈

© 2021 INTUIT INC. 1-800-433-8810

NT HomeBuilders LLC
GDS Properties

34782

Date	Type	Reference	Original Amt.	Balance Due	7/15/2025 Discount	Payment
7/15/2025	Bill	Invoice 29010	17,704.15	17,704.15		17,704.15
					Check Amount	17,704.15

First National Bank Ch Invoice 29010 17,704.15

NT HomeBuilders LLC
GDS Properties

34782

Date	Type	Reference	Original Amt.	Balance Due	7/15/2025 Discount	Payment
7/15/2025	Bill	Invoice 29010	17,704.15	17,704.15		17,704.15
					Check Amount	17,704.15

First National Bank Ch Invoice 29010 17,704.15

PAYMENT RECORD

10529

GDS Properties

200 Clearview Drive | Saint Charles, Missouri 63303
636-724-8191 | admin@gdsirrigation.com | www.gdsirrigation.com

RECIPIENT:

NT Homebuilders LLC
New Town

SERVICE ADDRESS:

New Town

Invoice #29010

Issued	07/15/2025
Due	07/15/2025
Total	**$17,704.15**
Account Balance	$17,704.15

For Services Rendered

Product/Service	Description	Qty.	Unit Price	Total
Service Call	Service Call: Marais Temps Clair Drive Mailroom island and mainline	84	$95.00	$7,980.00*
Irrigation Parts	Marais Temps Clair Drive Mailroom island and mainline	1	$2,642.40	$2,642.40
Service Call	Service Call: Rue Royale lake banks and mainline	56	$95.00	$5,320.00*
Irrigation Parts	Rue Royale lake banks and mainline	1	$1,761.75	$1,761.75

* Non-taxable

Thank you for your business. Please contact us with any questions regarding this invoice.

Total	**$17,704.15**
Account balance	**$17,704.15**

Pay Now

(Conditional)

WAIVER OF CLAIMS FOR PAYMENT

A. GDS Irrigation ("Contractor"/"Supplier") contracted with
(Your Company Name)

NT Homebuilders ("Owner" or "General Contractor") to furnish labor and/or materials ("Work") on or for the project/real property known as: Harais Temps Clair | Rue Royale ("Property").

In consideration for receipt of $ 17,704.15
(please check appropriate box):

B. ☒ **FULL/FINAL WAIVER – MISSOURI RESIDENTIAL JOBS**
CONTRACTOR/SUPPLIER DOES HEREBY FULLY AND FINALLY WAIVE AND RELEASE ANY AND ALL RIGHTS TO ASSERT OR ENFORCE MECHANICS LIEN CLAIMS UNDER THE STATUTES OF THE STATE OF MISSOURI AGAINST THE RESIDENTIAL REAL PROPERTY DESCRIBED ABOVE AND THE IMPROVEMENTS THEREON, AND ON THE MATERIAL, FIXTURES, APPARATUS OR MACHINERY FURNISHED, AND ON THE MONEYS, FUNDS OR OTHER CONSIDERATIONS DUE OR TO BECOME DUE FROM THE OWNER OR GENERAL CONTRACTOR, FOR ALL WORK PERFORMED BY THE CONTRACTOR/SUPPLIER PRIOR TO THE DATE SET FORTH BELOW AND FOR ANY WORK, INCLUDING EXTRAS, HEREAFTER PERFORMED BY OR ON BEHALF OF THE CONTRACTOR/SUPPLIER UNDER ANY AGREEMENTS OF THE CONTRACTOR/SUPPLIER PRIOR TO THE DATE SET FORTH BELOW.

☐ **FULL/FINAL WAIVER – ALL COMMERCIAL JOBS AND ALL ILLINOIS JOBS**
Contractor/Supplier hereby waives all right, title and interest to any claim of any kind for payment for its Work; including, but not limited to, claims to a mechanic's or other form of lien or claim on or against: (a) the Property or the improvements thereon; (b) any funds for the Property or the Project, whether held by the Owner or otherwise; or (c) any funds due or to become due any higher-tier contractor. This waiver is applicable to any claims for payment for Work which may hereafter be performed on or for the Property. This waiver is intended to be a full and final waiver of all rights to collect any further payment for Work on or for the Property.

☐ **PARTIAL WAIVER**
Contractor/Supplier hereby waives all right, title and interest to any claim of any kind for payment for its Work through today's date; including, but not limited to, claims to a mechanic's or other form of lien or claim on or against: (a) the Property or the improvements thereon; (b) any funds for the Property or the Project, whether held by the Owner or otherwise; or (c) any funds due or to become due any higher-tier contractor. This is a partial waiver with respect to the Work, and Contractor /Supplier expressly reserves the right to assert claims for payment (including mechanic's liens) for Work performed after the date listed below.

C. Contractor/Supplier represents and warrants that it has employed the following subcontractors and suppliers, and no others, to furnish labor, services, material, fixtures, apparatus or machinery, forms or formwork, or any other assistance in performing its Work:

None (circle, if none) or List Names and Addresses:

D. Contractor/Supplier and the individual executing this Waiver on behalf of Contractor/Supplier both represent and warrant that Contractor/Supplier has fully paid for all labor and/or materials used by the Contractor/Supplier (or its subcontractors and/or suppliers of any tier) in performing the Work for which this Release is applicable (i.e., either all of the Work or all of the Work through the date listed in the Partial Waiver section above); and they both agree to defend, indemnify and hold harmless the Owner, any upper-tier contractors, the title company, any disbursing company, and any lenders from any claims for payment by any person or entity that Contractor/Supplier has represented herein to have paid.

E. **THIS WAIVER DOES NOT BECOME EFFECTIVE UNTIL ALL CHECKS GIVEN IN CONSIDERATION HEREOF HAVE BEEN HONORED AND PAID IN FULL.**

F. Date: 7/16/2025

Your Company Name: GDS Irrigation

TIN: 43-1715500

Please check one → I/S Proprietor ___ Corp XX Partnership ___ LLC ___ Other ___

Address: 200 Clearview Drive

City, State and Zip: St. Charles, MO 63303

Signature:

Print Name: Gary Sulin Title: President

SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

NT HomeBuilders LLC
3333-3 Rue Royale
St Charles MO, 63301

CENTRAL BANK OF ST LOUIS
80-460/810

35156

9/23/2025

PAY TO THE ORDER OF GDS Properties

$ **18,380.03

Eighteen Thousand Three Hundred Eighty and 03/100********** DOLLARS

PROTECTED AGAINST FRAUD

GDS Properties
200 Clearview Drive
St Charles, MO 63303

MEMO Invoice 29334

⑈035156⑈ ⑆081004601⑆ ⑈1296003221⑈

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NT HomeBuilders LLC
GDS Properties

35156

9/23/2025

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
9/23/2025	Bill	Invoice 29334	18,380.03	18,380.03		18,380.03
					Check Amount	18,380.03

First National Bank Ch Invoice 29334 18,380.03

NT HomeBuilders LLC
GDS Properties

35156

9/23/2025

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
9/23/2025	Bill	Invoice 29334	18,380.03	18,380.03		18,380.03
					Check Amount	18,380.03

First National Bank Ch Invoice 29334 18,380.03

PAYMENT RECORD

GDS Properties

200 Clearview Drive | Saint Charles, Missouri 63303
636-724-8191 | admin@gdsirrigation.com | www.gdsirrigation.com

RECIPIENT:

NT Homebuilders LLC
New Town

SERVICE ADDRESS:

New Town

Invoice #29334

Issued	09/23/2025
Due	09/23/2025
Total	**$18,380.03**
Account Balance	$18,380.03

For Services Rendered

Product/Service	Description	Qty.	Unit Price	Total
Service Call	Service Call: install 3 rotor zones with 3 ground rods	82.5	$105.00	$8,662.50*
	Fort Duquette Drive			
Gate Valve	2"	2	$116.11	$232.22
Toe Nipple	2" x 4"	10	$8.60	$86.00
2 Wire		593	$0.70	$415.10*
5004+	Rotor	48	$28.00	$1,344.00*
PVC 1"		560	$2.06	$1,153.60*
1 1/4" PVC		390	$2.50	$975.00
1 1/2 PVC		450	$2.75	$1,237.50
2" PVC		543	$3.25	$1,764.75
Valve Solenoid	2"	3	$384.75	$1,154.25
PVC Tee 1"		18	$1.82	$32.76
1 1/2" PVC Tee		12	$5.38	$64.56
PVC Tee 1.25"		18	$5.14	$92.52
Swing Pipe		250	$1.91	$477.50*
PVC Bushing 1.25"		10	$1.67	$16.70
PVC Bushing 1.5"		10	$1.78	$17.80
PVC Bushing 2"		10	$2.47	$24.70
Valve Box 14 x 19		6	$38.30	$229.80
2" Coupler		3	$5.85	$17.55

IRRIGATION

GDS Properties
200 Clearview Drive | Saint Charles, Missouri 63303
636-724-8191 | admin@gdsirrigation.com | www.gdsirrigation.com

Product/Service	Description	Qty.	Unit Price	Total
PVC Tee 2"		4	$4.89	$19.56
2" PVC Cap		2	$1.71	$3.42
Swing Pipe Elbow .5"		50	$0.33	$16.50
Swing Pipe Elbow .75"		50	$0.37	$18.50
Teflon Tape		3	$2.22	$6.66
PVC Elbow 1"		10	$2.27	$22.70
Ground Rods		3	$97.96	$293.88

* Non-taxable

Thank you for your business. Please contact us with any questions regarding this invoice.

Total	**$18,380.03**
Account balance	**$18,380.03**

Pay Now

(Conditional)

WAIVER OF CLAIMS FOR PAYMENT

A. GDS Irrigation ("Contractor"/"Supplier") contracted with
(Your Company Name)

NT Homebuilders ("Owner" or "General Contractor") to furnish labor and/or materials ("Work") on or for the project/real property known as: Fort Duquette Drive ("Property").

In consideration for receipt of $ 18,380.03
(please check appropriate box):

B. ☒ **FULL/FINAL WAIVER – MISSOURI RESIDENTIAL JOBS**

CONTRACTOR/SUPPLIER DOES HEREBY FULLY AND FINALLY WAIVE AND RELEASE ANY AND ALL RIGHTS TO ASSERT OR ENFORCE MECHANICS LIEN CLAIMS UNDER THE STATUTES OF THE STATE OF MISSOURI AGAINST THE RESIDENTIAL REAL PROPERTY DESCRIBED ABOVE AND THE IMPROVEMENTS THEREON, AND ON THE MATERIAL, FIXTURES, APPARATUS OR MACHINERY FURNISHED, AND ON THE MONEYS, FUNDS OR OTHER CONSIDERATIONS DUE OR TO BECOME DUE FROM THE OWNER OR GENERAL CONTRACTOR, FOR ALL WORK PERFORMED BY THE CONTRACTOR/SUPPLIER PRIOR TO THE DATE SET FORTH BELOW AND FOR ANY WORK, INCLUDING EXTRAS, HEREAFTER PERFORMED BY OR ON BEHALF OF THE CONTRACTOR/SUPPLIER UNDER ANY AGREEMENTS OF THE CONTRACTOR/SUPPLIER PRIOR TO THE DATE SET FORTH BELOW.

☐ **FULL/FINAL WAIVER – ALL COMMERCIAL JOBS AND ALL ILLINOIS JOBS**

Contractor/Supplier hereby waives all right, title and interest to any claim of any kind for payment for its Work; including, but not limited to, claims to a mechanic's or other form of lien or claim on or against: (a) the Property or the improvements thereon; (b) any funds for the Property or the Project, whether held by the Owner or otherwise; or (c) any funds due or to become due any higher-tier contractor. This waiver is applicable to any claims for payment for Work which may hereafter be performed on or for the Property. This waiver is intended to be a full and final waiver of all rights to collect any further payment for Work on or for the Property.

☐ **PARTIAL WAIVER**

Contractor/Supplier hereby waives all right, title and interest to any claim of any kind for payment for its Work through today's date; including, but not limited to, claims to a mechanic's or other form of lien or claim on or against: (a) the Property or the improvements thereon; (b) any funds for the Property or the Project, whether held by the Owner or otherwise; or (c) any funds due or to become due any higher-tier contractor. This is a partial waiver with respect to the Work, and Contractor /Supplier expressly reserves the right to assert claims for payment (including mechanic's liens) for Work performed after the date listed below.

C. Contractor/Supplier represents and warrants that it has employed the following subcontractors and suppliers, and no others, to furnish labor, services, material, fixtures, apparatus or machinery, forms or formwork, or any other assistance in performing its Work:

None (circle, if none) or List Names and Addresses:

D. Contractor/Supplier and the individual executing this Waiver on behalf of Contractor/Supplier both represent and warrant that Contractor/Supplier has fully paid for all labor and/or materials used by the Contractor/Supplier (or its subcontractors and/or suppliers of any tier) in performing the Work for which this Release is applicable (i.e., either all of the Work or all of the Work through the date listed in the Partial Waiver section above); and they both agree to defend, indemnify and hold harmless the Owner, any upper-tier contractors, the title company, any disbursing company, and any lenders from any claims for payment by any person or entity that Contractor/Supplier has represented herein to have paid.

E. **THIS WAIVER DOES NOT BECOME EFFECTIVE UNTIL ALL CHECKS GIVEN IN CONSIDERATION HEREOF HAVE BEEN HONORED AND PAID IN FULL.**

F. Date: 9.23.2025 Your Company Name: GDS Irrigation

TIN: 43-1715500

Please check one → I/S Proprietor ___ Corp XX Partnership ___ LLC ___ Other ___

Address: 200 Clearview Drive

City, State and Zip: St. Charles, MO 63303

Signature:

Print Name: Gary Sulin Title: President

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

NT HomeBuilders LLC
3333-3 Rue Royale
St Charles MO, 63301

CENTRAL BANK OF ST LOUIS
80-460/810

35087

9/10/2025

PAY TO THE ORDER OF GDS Properties

$ **23,137.78

Twenty-Three Thousand One Hundred Thirty-Seven and 78/100**********

DOLLARS

PROTECTED AGAINST FRAUD

GDS Properties
200 Clearview Drive
St Charles, MO 63303

MEMO Invoice 29310

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⑈035087⑈ ⑆081004601⑆ ⑈1296003 22⑈

NT HomeBuilders LLC
GDS Properties

35087

9/10/2025

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
9/10/2025	Bill	Invoice 29310	23,137.78	23,137.78		23,137.78
					Check Amount	23,137.78

First National Bank Ch Invoice 29310 23,137.78

NT HomeBuilders LLC
GDS Properties

35087

9/10/2025

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
9/10/2025	Bill	Invoice 29310	23,137.78	23,137.78		23,137.78
					Check Amount	23,137.78

First National Bank Ch Invoice 29310 23,137.78

PAYMENT RECORD

GDS Properties

200 Clearview Drive | Saint Charles, Missouri 63303
636-724-8191 | admin@gdsirrigation.com | www.gdsirrigation.com

RECIPIENT:

NT Homebuilders LLC
New Town

SERVICE ADDRESS:

New Town

Invoice #29310	
Issued	09/10/2025
Due	09/10/2025
Total	**$23,137.78**
Account Balance	$23,137.78

For Services Rendered

Product/Service	Description	Qty.	Unit Price	Total
Service Call	Service Call: installed approximately 1100 foot 2" mainline with 2 wire, install 2 additional zones near pond. Additional trench for electric. Work took place off of Marais Temps Clair Drive and Pirogue Street. 56 hours was from previous invoicing where labor was not billed, only materials	158.5	$105.00	$16,642.50*
2" PVC		1100	$3.25	$3,575.00
2 Wire		1200	$0.70	$840.00*
PVC 1"		200	$2.06	$412.00*
PVC 1.25"		200	$2.50	$500.00
PVC Pipe 1.5"		200	$2.75	$550.00
Valve Box 10"		4	$28.90	$115.60
1 1/2" valve		1	$123.88	$123.88
1" Rainbird Valve	1" Rainbird Valve	1	$47.00	$47.00
PVC Manifold TEE 1"		1	$8.75	$8.75
2" manifold Tee		1	$12.00	$12.00
2" to 1 1/2" PVC reducer		1	$3.05	$3.05
5004+	Rotor	11	$28.00	$308.00*

IRRIGATION

GDS Properties
200 Clearview Drive | Saint Charles, Missouri 63303
636-724-8191 | admin@gdsirrigation.com | www.gdsirrigation.com

Total	**$23,137.78**
Account balance	**$23,137.78**

Pay Now

* Non-taxable

Thank you for your business. Please contact us with any questions regarding this invoice.

(Conditional)

WAIVER OF CLAIMS FOR PAYMENT

A. GDS Irrigation ("Contractor"/"Supplier") contracted with
(Your Company Name)

NT Homebuilders ("Owner" or "General Contractor") to furnish labor and/or materials ("Work") on or for the project/real property known as: Marais Temps Clair/Prague St ("Property").

In consideration for receipt of $ 23,137.78
(please check appropriate box):

B. ☒ **FULL/FINAL WAIVER – MISSOURI RESIDENTIAL JOBS**

CONTRACTOR/SUPPLIER DOES HEREBY FULLY AND FINALLY WAIVE AND RELEASE ANY AND ALL RIGHTS TO ASSERT OR ENFORCE MECHANICS LIEN CLAIMS UNDER THE STATUTES OF THE STATE OF MISSOURI AGAINST THE RESIDENTIAL REAL PROPERTY DESCRIBED ABOVE AND THE IMPROVEMENTS THEREON, AND ON THE MATERIAL, FIXTURES, APPARATUS OR MACHINERY FURNISHED, AND ON THE MONEYS, FUNDS OR OTHER CONSIDERATIONS DUE OR TO BECOME DUE FROM THE OWNER OR GENERAL CONTRACTOR, FOR ALL WORK PERFORMED BY THE CONTRACTOR/SUPPLIER PRIOR TO THE DATE SET FORTH BELOW AND FOR ANY WORK, INCLUDING EXTRAS, HEREAFTER PERFORMED BY OR ON BEHALF OF THE CONTRACTOR/SUPPLIER UNDER ANY AGREEMENTS OF THE CONTRACTOR/SUPPLIER PRIOR TO THE DATE SET FORTH BELOW.

☐ **FULL/FINAL WAIVER – ALL COMMERCIAL JOBS AND ALL ILLINOIS JOBS**

Contractor/Supplier hereby waives all right, title and interest to any claim of any kind for payment for its Work; including, but not limited to, claims to a mechanic's or other form of lien or claim on or against: (a) the Property or the improvements thereon; (b) any funds for the Property or the Project, whether held by the Owner or otherwise; or (c) any funds due or to become due any higher-tier contractor. This waiver is applicable to any claims for payment for Work which may hereafter be performed on or for the Property. This waiver is intended to be a full and final waiver of all rights to collect any further payment for Work on or for the Property.

☐ **PARTIAL WAIVER**

Contractor/Supplier hereby waives all right, title and interest to any claim of any kind for payment for its Work through today's date; including, but not limited to, claims to a mechanic's or other form of lien or claim on or against: (a) the Property or the improvements thereon; (b) any funds for the Property or the Project, whether held by the Owner or otherwise; or (c) any funds due or to become due any higher-tier contractor. This is a partial waiver with respect to the Work, and Contractor /Supplier expressly reserves the right to assert claims for payment (including mechanic's liens) for Work performed after the date listed below.

C. Contractor/Supplier represents and warrants that it has employed the following subcontractors and suppliers, and no others, to furnish labor, services, material, fixtures, apparatus or machinery, forms or formwork, or any other assistance in performing its Work:

None (circle, if none) or List Names and Addresses:

D. Contractor/Supplier and the individual executing this Waiver on behalf of Contractor/Supplier both represent and warrant that Contractor/Supplier has fully paid for all labor and/or materials used by the Contractor/Supplier (or its subcontractors and/or suppliers of any tier) in performing the Work for which this Release is applicable (i.e., either all of the Work or all of the Work through the date listed in the Partial Waiver section above); and they both agree to defend, indemnify and hold harmless the Owner, any upper-tier contractors, the title company, any disbursing company, and any lenders from any claims for payment by any person or entity that Contractor/Supplier has represented herein to have paid.

E. **THIS WAIVER DOES NOT BECOME EFFECTIVE UNTIL ALL CHECKS GIVEN IN CONSIDERATION HEREOF HAVE BEEN HONORED AND PAID IN FULL.**

F. Date: 9/10/2025

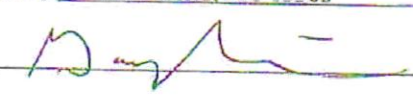
Your Company Name: GDS Irrigation

TIN: 43-1715500

Please check one → I/S Proprietor ___ Corp XX Partnership ___ LLC ___ Other ___

Address: 200 Clearview Drive

City, State and Zip: St. Charles, MO 63303

Signature: 

Print Name: Gary Sulin Title: President

SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

NT HomeBuilders LLC
3333-3 Rue Royale
St. Charles, MO 63301

CENTRAL BANK OF ST. LOUIS
80-460/810

33266

9/24/2024

PAY TO THE ORDER OF GDS Properties

$ **3,500.00

Three Thousand Five Hundred and 00/100********** DOLLARS

PROTECTED AGAINST FRAUD

GDS Properties
200 Clearview Drive
St Charles, MO 63303

MEMO Invoice 27207

⑈033266⑈ ⑆081004601⑆ ⑈129600322⑈

© 2021 INTUIT INC. 1-800-433-8810

NT HomeBuilders LLC

33266

GDS Properties

Date	Type	Reference	Original Amt.	Balance Due	9/24/2024 Discount	Payment
9/24/2024	Bill	Invoice 27207	3,500.00	3,500.00		3,500.00
					Check Amount	3,500.00

First National Bank Ch Invoice 27207 3,500.00

NT HomeBuilders LLC

33266

GDS Properties

Date	Type	Reference	Original Amt.	Balance Due	9/24/2024 Discount	Payment
9/24/2024	Bill	Invoice 27207	3,500.00	3,500.00		3,500.00
					Check Amount	3,500.00

First National Bank Ch Invoice 27207 3,500.00

PAYMENT RECORD

GDS Properties

200 Clearview Drive | Saint Charles, Missouri 63303
636-724-8191 | admin@gdsirrigation.com | www.gdsirrigation.com

RECIPIENT:

NT Homebuilders LLC
New Town

SERVICE ADDRESS:

New Town

Invoice #27207

Issued	09/24/2024
Due	09/24/2024
Total	**$3,500.00**
Account Balance	$3,500.00

For Services Rendered

Product/Service	Description	Qty.	Unit Price	Total
Zone Addition	extended 2" mainline and wire 260', added 1 drip zone for trees, and added 1 rotor zone for grass. Stubbed 2" for additional zones in the future by lake.	1	$3,500.00	$3,500.00

Canal Cottage row homes

Thank you for your business. Please contact us with any questions regarding this invoice.

Total	**$3,500.00**
Account balance	**$3,500.00**

Pay Now

(Conditional)

WAIVER OF CLAIMS FOR PAYMENT

A. GDS Irrigation ("Contractor"/"Supplier") contracted with
(Your Company Name)

NT Homebuilders ("Owner" or "General Contractor") to furnish labor and/or materials ("Work") on or for the project/real property known as: New Town Blvd ("Property").

In consideration for receipt of $ 3,500.00
(please check appropriate box):

B. ☒ **FULL/FINAL WAIVER – MISSOURI RESIDENTIAL JOBS**
CONTRACTOR/SUPPLIER DOES HEREBY FULLY AND FINALLY WAIVE AND RELEASE ANY AND ALL RIGHTS TO ASSERT OR ENFORCE MECHANICS LIEN CLAIMS UNDER THE STATUTES OF THE STATE OF MISSOURI AGAINST THE RESIDENTIAL REAL PROPERTY DESCRIBED ABOVE AND THE IMPROVEMENTS THEREON, AND ON THE MATERIAL, FIXTURES, APPARATUS OR MACHINERY FURNISHED, AND ON THE MONEYS, FUNDS OR OTHER CONSIDERATIONS DUE OR TO BECOME DUE FROM THE OWNER OR GENERAL CONTRACTOR, FOR ALL WORK PERFORMED BY THE CONTRACTOR/SUPPLIER PRIOR TO THE DATE SET FORTH BELOW AND FOR ANY WORK, INCLUDING EXTRAS, HEREAFTER PERFORMED BY OR ON BEHALF OF THE CONTRACTOR/SUPPLIER UNDER ANY AGREEMENTS OF THE CONTRACTOR/SUPPLIER PRIOR TO THE DATE SET FORTH BELOW.

☐ **FULL/FINAL WAIVER – ALL COMMERCIAL JOBS AND ALL ILLINOIS JOBS**
Contractor/Supplier hereby waives all right, title and interest to any claim of any kind for payment for its Work; including, but not limited to, claims to a mechanic's or other form of lien or claim on or against: (a) the Property or the improvements thereon; (b) any funds for the Property or the Project, whether held by the Owner or otherwise; or (c) any funds due or to become due any higher-tier contractor. This waiver is applicable to any claims for payment for Work which may hereafter be performed on or for the Property. This waiver is intended to be a full and final waiver of all rights to collect any further payment for Work on or for the Property.

☐ **PARTIAL WAIVER**
Contractor/Supplier hereby waives all right, title and interest to any claim of any kind for payment for its Work through today's date; including, but not limited to, claims to a mechanic's or other form of lien or claim on or against: (a) the Property or the improvements thereon; (b) any funds for the Property or the Project, whether held by the Owner or otherwise; or (c) any funds due or to become due any higher-tier contractor. This is a partial waiver with respect to the Work, and Contractor /Supplier expressly reserves the right to assert claims for payment (including mechanic's liens) for Work performed after the date listed below.

C. Contractor/Supplier represents and warrants that it has employed the following subcontractors and suppliers, and no others, to furnish labor, services, material, fixtures, apparatus or machinery, forms or formwork, or any other assistance in performing its Work:

None (circle, if none) or List Names and Addresses:

_____

_____

D. Contractor/Supplier and the individual executing this Waiver on behalf of Contractor/Supplier both represent and warrant that Contractor/Supplier has fully paid for all labor and/or materials used by the Contractor/Supplier (or its subcontractors and/or suppliers of any tier) in performing the Work for which this Release is applicable (i.e., either all of the Work or all of the Work through the date listed in the Partial Waiver section above); and they both agree to defend, indemnify and hold harmless the Owner, any upper-tier contractors, the title company, any disbursing company, and any lenders from any claims for payment by any person or entity that Contractor/Supplier has represented herein to have paid.

E. **THIS WAIVER DOES NOT BECOME EFFECTIVE UNTIL ALL CHECKS GIVEN IN CONSIDERATION HEREOF HAVE BEEN HONORED AND PAID IN FULL.**

F. Date: 9/24/24

Your Company Name: GDS Irrigation

TIN: 43-1715500

Please check one → I/S Proprietor ___ Corp XX Partnership ___ LLC ___ Other ___

Address: 200 Clearview Drive

City, State and Zip: St. Charles, MO 63303

Signature: Gary Sulin

Print Name: Gary Sulin Title: President

NT HomeBuilders LLC

32216

GDS Properties

3/5/2024

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
3/5/2024	Bill	Invoice 26123	9,840.00	9,840.00		9,840.00
					Check Amount	9,840.00

PAYMENT RECORD

First National Bank C Invoice 26123 Tiber island commons 9,840.00

GDS Properties

200 Clearview Drive | Saint Charles, Missouri 63303
636-724-8191 | admin@gdsirrigation.com | www.gdsirrigation.com

RECIPIENT:

NT Homebuilders LLC
New Town

SERVICE ADDRESS:

New Town

Invoice #26123

Issued	03/04/2024
Due	03/04/2024
Total	**$9,840.00**
Account Balance	$9,840.00

For Services Rendered

Product/Service	Description	Qty.	Unit Price	Total
03/04/2024				
Irrigation install	Installation of 5 zones at Tiber Street.	1	$9,840.00	$9,840.00*

* Non-taxable

Thank you for your business. Please contact us with any questions regarding this invoice.

Total	**$9,840.00**
Account balance	**$9,840.00**

Pay Now

(Conditional)

WAIVER OF CLAIMS FOR PAYMENT

A. GDS Irrigation ("Contractor"/"Supplier") contracted with
(Your Company Name)

NT Homebuilders ("Owner" or "General Contractor") to furnish labor and/or materials ("Work") on or for the project/real property known as: Tiber Street ("Property").

In consideration for receipt of $ 9,840.00
(please check appropriate box):

B. ☐ **FULL/FINAL WAIVER – MISSOURI RESIDENTIAL JOBS**

CONTRACTOR/SUPPLIER DOES HEREBY FULLY AND FINALLY WAIVE AND RELEASE ANY AND ALL RIGHTS TO ASSERT OR ENFORCE MECHANICS LIEN CLAIMS UNDER THE STATUTES OF THE STATE OF MISSOURI AGAINST THE RESIDENTIAL REAL PROPERTY DESCRIBED ABOVE AND THE IMPROVEMENTS THEREON, AND ON THE MATERIAL, FIXTURES, APPARATUS OR MACHINERY FURNISHED, AND ON THE MONEYS, FUNDS OR OTHER CONSIDERATIONS DUE OR TO BECOME DUE FROM THE OWNER OR GENERAL CONTRACTOR, FOR ALL WORK PERFORMED BY THE CONTRACTOR/SUPPLIER PRIOR TO THE DATE SET FORTH BELOW AND FOR ANY WORK, INCLUDING EXTRAS, HEREAFTER PERFORMED BY OR ON BEHALF OF THE CONTRACTOR/SUPPLIER UNDER ANY AGREEMENTS OF THE CONTRACTOR/SUPPLIER PRIOR TO THE DATE SET FORTH BELOW.

☐ **FULL/FINAL WAIVER – ALL COMMERCIAL JOBS AND ALL ILLINOIS JOBS**

Contractor/Supplier hereby waives all right, title and interest to any claim of any kind for payment for its Work; including, but not limited to, claims to a mechanic's or other form of lien or claim on or against: (a) the Property or the improvements thereon; (b) any funds for the Property or the Project, whether held by the Owner or otherwise; or (c) any funds due or to become due any higher-tier contractor. This waiver is applicable to any claims for payment for Work which may hereafter be performed on or for the Property. This waiver is intended to be a full and final waiver of all rights to collect any further payment for Work on or for the Property.

☑ **PARTIAL WAIVER**

Contractor/Supplier hereby waives all right, title and interest to any claim of any kind for payment for its Work through today's date; including, but not limited to, claims to a mechanic's or other form of lien or claim on or against: (a) the Property or the improvements thereon; (b) any funds for the Property or the Project, whether held by the Owner or otherwise; or (c) any funds due or to become due any higher-tier contractor. This is a partial waiver with respect to the Work, and Contractor /Supplier expressly reserves the right to assert claims for payment (including mechanic's liens) for Work performed after the date listed below.

C. Contractor/Supplier represents and warrants that it has employed the following subcontractors and suppliers, and no others, to furnish labor, services, material, fixtures, apparatus or machinery, forms or formwork, or any other assistance in performing its Work:

None (circle, if none) or List Names and Addresses:

D. Contractor/Supplier and the individual executing this Waiver on behalf of Contractor/Supplier both represent and warrant that Contractor/Supplier has fully paid for all labor and/or materials used by the Contractor/Supplier (or its subcontractors and/or suppliers of any tier) in performing the Work for which this Release is applicable (i.e., either all of the Work or all of the Work through the date listed in the Partial Waiver section above); and they both agree to defend, indemnify and hold harmless the Owner, any upper-tier contractors, the title company, any disbursing company, and any lenders from any claims for payment by any person or entity that Contractor/Supplier has represented herein to have paid.

E. **THIS WAIVER DOES NOT BECOME EFFECTIVE UNTIL ALL CHECKS GIVEN IN CONSIDERATION HEREOF HAVE BEEN HONORED AND PAID IN FULL.**

F. Date: 03/05/2024

Your Company Name: GDS Irrigation

TIN: 43-1715500

Please check one → I/S Proprietor ___ Corp XX Partnership ___ LLC ___ Other ___

Address: 200 Clearview Drive

City, State and Zip: St. Charles, MO 63303

Signature:

Print Name: Gary Sulin Title: President

NT Homebuilders LLC

30440

GDS Properties

3/21/2023

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
3/21/2023	Bill	Invoice 23177	7,165.00	7,165.00		7,165.00
					Check Amount	7,165.00

PAYMENT RECORD

First National Bank C Invoice 23177 7,165.00

10529 105291 Rev 6/21

GDS Properties

200 Clearview Drive | Saint Charles, Missouri 63303
636-724-8191 | admin@gdsirrigation.com | www.gdsirrigation.com

RECIPIENT:

NT Homebuilders LLC
New Town

SERVICE ADDRESS:

New Town

Invoice #23177

Issued	03/07/2023
Due	03/07/2023
Total	**$7,165.00**
Account Balance	$7,165.00

PAST DUE

For Services Rendered

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Irrigation Addition	Trench approximately 540' of 2" PVC. Install approximately 650' of 2Wire. Install (1) 1.5" Rainbird valve with 1" PVC lateral lines with (7) Rainbird 5004-PC rotors. Install (2) 2" gate valves for isolation. Install (2) ground rods and (1) street bore.	1	$7,165.00	$7,165.00

Thank you for your business. Please contact us with any questions regarding this invoice.

Total	**$7,165.00**
Account balance	**$7,165.00**

(Conditional)

WAIVER OF CLAIMS FOR PAYMENT

A. GDS Irrigation ("Contractor"/"Supplier") contracted with
(Your Company Name)

NT HOMEBUILDERS, LLC ("Owner" or "General Contractor") to furnish labor and/or materials ("Work") on or for the project/real property known as: Common Ground ("Property").

In consideration for receipt of $ 7,165.00
(please check appropriate box):

B. ☒ **FULL/FINAL WAIVER – MISSOURI RESIDENTIAL JOBS**
CONTRACTOR/SUPPLIER DOES HEREBY FULLY AND FINALLY WAIVE AND RELEASE ANY AND ALL RIGHTS TO ASSERT OR ENFORCE MECHANICS LIEN CLAIMS UNDER THE STATUTES OF THE STATE OF MISSOURI AGAINST THE RESIDENTIAL REAL PROPERTY DESCRIBED ABOVE AND THE IMPROVEMENTS THEREON, AND ON THE MATERIAL, FIXTURES, APPARATUS OR MACHINERY FURNISHED, AND ON THE MONEYS, FUNDS OR OTHER CONSIDERATIONS DUE OR TO BECOME DUE FROM THE OWNER OR GENERAL CONTRACTOR, FOR ALL WORK PERFORMED BY THE CONTRACTOR/SUPPLIER PRIOR TO THE DATE SET FORTH BELOW AND FOR ANY WORK, INCLUDING EXTRAS, HEREAFTER PERFORMED BY OR ON BEHALF OF THE CONTRACTOR/ SUPPLIER UNDER ANY AGREEMENTS OF THE CONTRACTOR/SUPPLIER PRIOR TO THE DATE SET FORTH BELOW.

☐ **FULL/FINAL WAIVER – ALL COMMERCIAL JOBS AND ALL ILLINOIS JOBS**
Contractor/Supplier hereby waives all right, title and interest to any claim of any kind for payment for its Work; including, but not limited to, claims to a mechanic's or other form of lien or claim on or against: (a) the Property or the improvements thereon; (b) any funds for the Property or the Project, whether held by the Owner or otherwise; or (c) any funds due or to become due any higher-tier contractor. This waiver is applicable to any claims for payment for Work which may hereafter be performed on or for the Property. This waiver is intended to be a full and final waiver of all rights to collect any further payment for Work on or for the Property.

☐ **PARTIAL WAIVER**
Contractor/Supplier hereby waives all right, title and interest to any claim of any kind for payment for its Work through today's date; including, but not limited to, claims to a mechanic's or other form of lien or claim on or against: (a) the Property or the improvements thereon; (b) any funds for the Property or the Project, whether held by the Owner or otherwise; or (c) any funds due or to become due any higher-tier contractor. This is a partial waiver with respect to the Work, and Contractor /Supplier expressly reserves the right to assert claims for payment (including mechanic's liens) for Work performed after the date listed below.

C. Contractor/Supplier represents and warrants that it has employed the following subcontractors and suppliers, and no others, to furnish labor, services, material, fixtures, apparatus or machinery, forms or formwork, or any other assistance in performing its Work:

None (circle, if none) or List Names and Addresses:

_____

_____

D. Contractor/Supplier and the individual executing this Waiver on behalf of Contractor/Supplier both represent and warrant that Contractor/Supplier has fully paid for all labor and/or materials used by the Contractor/Supplier (or its subcontractors and/or suppliers of any tier) in performing the Work for which this Release is applicable (i.e., either all of the Work or all of the Work through the date listed in the Partial Waiver section above); and they both agree to defend, indemnify and hold harmless the Owner, any upper-tier contractors, the title company, any disbursing company, and any lenders from any claims for payment by any person or entity that Contractor/Supplier has represented herein to have paid.

E. **THIS WAIVER DOES NOT BECOME EFFECTIVE UNTIL ALL CHECKS GIVEN IN CONSIDERATION HEREOF HAVE BEEN HONORED AND PAID IN FULL.**

F. Date: 3-20-23 Your Company Name: GDS Irrigation

TIN: 43-1715500

Please check one → I/S Proprietor ___ Corp XX Partnership ___ LLC ___ Other ___

Address: 200 Clearview Drive

City, State and Zip: St. Charles, MO 63303

Signature: _____

Print Name: Gary Sulin Title: President

NY HomeBuilders LLC

35417

GDS Properties

11/5/2025

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
11/5/2025	Bill	Invoice 29630	10,394.83	10,394.83		10,394.83
					Check Amount	10,394.83

PAYMENT RECORD

First National Bank Ch Invoice 29630 10,394.83

10529

105291

Rev 6/21

GDS Properties

200 Clearview Drive | Saint Charles, Missouri 63303
636-724-8191 | admin@gdsirrigation.com | www.gdsirrigation.com

RECIPIENT:

NT Homebuilders LLC
New Town

SERVICE ADDRESS:

New Town

Invoice #29630	
Issued	11/05/2025
Due	11/05/2025
Total	**$10,394.83**
Account Balance	$10,394.83

For Services Rendered

Product/Service	Description	Qty.	Unit Price	Total
Service Call	Service Call: Maris Temps Clair pump station common mainline install and addition	21	$105.00	$2,205.00*
5004+	Rotor	6	$28.00	$168.00*
2" valve		1	$95.00	$95.00
Decoder ACC 1		1	$163.80	$163.80
2 Wire		200	$0.70	$140.00*
2" PVC		140	$3.25	$455.00
1 1/2 PVC		130	$2.75	$357.50
PVC 1"		50	$2.06	$103.00*
1 1/2" PVC Tee		4	$5.38	$21.52
PVC Tee 1"		3	$1.82	$5.46
Valve Box 10"		3	$28.90	$86.70
MP Rotator		2	$12.00	$24.00*
Service Call	Service Call: Rue Royale common ground mainline connection and addition	46	$105.00	$4,830.00*
2" PVC		270	$3.25	$877.50
2 Wire		300	$0.70	$210.00*
2" PVC 90		3	$3.25	$9.75
5004+	Rotor	8	$28.00	$224.00*
Swing Pipe		20	$1.91	$38.20*
PVC Tee 1"		6	$1.60	$9.60

IRRIGATION

GDS Properties

200 Clearview Drive | Saint Charles, Missouri 63303
636-724-8191 | admin@gdsirrigation.com | www.gdsirrigation.com

Product/Service	Description	Qty.	Unit Price	Total
PVC 1"		180	$2.06	$370.80*

Total	**$10,394.83**
Account balance	**$10,394.83**

Pay Now

* Non-taxable

Thank you for your business. Please contact us with any questions regarding this invoice.

(Conditional)

WAIVER OF CLAIMS FOR PAYMENT

A. GDS Irrigation ("Contractor"/"Supplier") contracted with
(Your Company Name)

NT Homebuilders ("Owner" or "General Contractor") to furnish labor and/or materials ("Work") on or for the project/real property known as: Maris Temps Clair/Rue Royale ("Property").

In consideration for receipt of $ 10,394.83
(please check appropriate box):

B. ☑ **FULL/FINAL WAIVER – MISSOURI RESIDENTIAL JOBS**
CONTRACTOR/SUPPLIER DOES HEREBY FULLY AND FINALLY WAIVE AND RELEASE ANY AND ALL RIGHTS TO ASSERT OR ENFORCE MECHANICS LIEN CLAIMS UNDER THE STATUTES OF THE STATE OF MISSOURI AGAINST THE RESIDENTIAL REAL PROPERTY DESCRIBED ABOVE AND THE IMPROVEMENTS THEREON, AND ON THE MATERIAL, FIXTURES, APPARATUS OR MACHINERY FURNISHED, AND ON THE MONEYS, FUNDS OR OTHER CONSIDERATIONS DUE OR TO BECOME DUE FROM THE OWNER OR GENERAL CONTRACTOR, FOR ALL WORK PERFORMED BY THE CONTRACTOR/SUPPLIER PRIOR TO THE DATE SET FORTH BELOW AND FOR ANY WORK, INCLUDING EXTRAS, HEREAFTER PERFORMED BY OR ON BEHALF OF THE CONTRACTOR/SUPPLIER UNDER ANY AGREEMENTS OF THE CONTRACTOR/SUPPLIER PRIOR TO THE DATE SET FORTH BELOW.

☐ **FULL/FINAL WAIVER – ALL COMMERCIAL JOBS AND ALL ILLINOIS JOBS**
Contractor/Supplier hereby waives all right, title and interest to any claim of any kind for payment for its Work; including, but not limited to, claims to a mechanic's or other form of lien or claim on or against: (a) the Property or the improvements thereon; (b) any funds for the Property or the Project, whether held by the Owner or otherwise; or (c) any funds due or to become due any higher-tier contractor. This waiver is applicable to any claims for payment for Work which may hereafter be performed on or for the Property. This waiver is intended to be a full and final waiver of all rights to collect any further payment for Work on or for the Property.

☐ **PARTIAL WAIVER**
Contractor/Supplier hereby waives all right, title and interest to any claim of any kind for payment for its Work through today's date; including, but not limited to, claims to a mechanic's or other form of lien or claim on or against: (a) the Property or the improvements thereon; (b) any funds for the Property or the Project, whether held by the Owner or otherwise; or (c) any funds due or to become due any higher-tier contractor. This is a partial waiver with respect to the Work, and Contractor /Supplier expressly reserves the right to assert claims for payment (including mechanic's liens) for Work performed after the date listed below.

C. Contractor/Supplier represents and warrants that it has employed the following subcontractors and suppliers, and no others, to furnish labor, services, material, fixtures, apparatus or machinery, forms or formwork, or any other assistance in performing its Work:

None (circle, if none) or List Names and Addresses:

D. Contractor/Supplier and the individual executing this Waiver on behalf of Contractor/Supplier both represent and warrant that Contractor/Supplier has fully paid for all labor and/or materials used by the Contractor/Supplier (or its subcontractors and/or suppliers of any tier) in performing the Work for which this Release is applicable (i.e., either all of the Work or all of the Work through the date listed in the Partial Waiver section above); and they both agree to defend, indemnify and hold harmless the Owner, any upper-tier contractors, the title company, any disbursing company, and any lenders from any claims for payment by any person or entity that Contractor/Supplier has represented herein to have paid.

E. **THIS WAIVER DOES NOT BECOME EFFECTIVE UNTIL ALL CHECKS GIVEN IN CONSIDERATION HEREOF HAVE BEEN HONORED AND PAID IN FULL.**

F. Date: 11·5·2025 Your Company Name: GDS Irrigation

TIN: 43-1715500

Please check one → I/S Proprietor ___ Corp XX Partnership ___ LLC ___ Other ___

Address: 200 Clearview Drive

City, State and Zip: St. Charles, MO 63303

Signature:

Print Name: Gary Sulin Title: President

CASH ONLY IF ALL CHECKLOCK™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

NT HomeBuilders LLC
3333-3 Rue Royale
St. Charles, MO 63301

CENTRAL BANK OF ST. LOUIS
80-460/810

33433

10/24/2024

PAY TO THE ORDER OF RC Stormwater Management

$ **4,090.00

Four Thousand Ninety and 00/100********** DOLLARS

PROTECTED AGAINST FRAUD

RC Stormwater Management
64 Monarch Rd
Truxton, MO 63381

MEMO

MP

© 2021 INTUIT INC. 1-800-433-8810

⑈033433⑈ ⑆081004601⑆ ⑈1296003221⑈

NT HomeBuilders LLC 33433

RC Stormwater Management 10/24/2024

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
10/20/2024	Bill	Invoice 8431	1,450.00	1,450.00		1,450.00
10/20/2024	Bill	Invoice 8432	2,640.00	2,640.00		2,640.00
					Check Amount	4,090.00

First National Bank Ch 4,090.00

NT HomeBuilders LLC 33433

RC Stormwater Management 10/24/2024

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
10/20/2024	Bill	Invoice 8431	1,450.00	1,450.00		1,450.00
10/20/2024	Bill	Invoice 8432	2,640.00	2,640.00		2,640.00
					Check Amount	4,090.00

First National Bank Ch 4,090.00

PAYMENT RECORD

RC STORMWATER MANAGEMENT
64 Monarch Rd
Truxton, MO 63381 US
rcstormwatermgmt@gmail.com

INVOICE

BILL TO
NT Homebuilders
3333-4 Rue Royale
St Charles, MO 63301

INVOICE # 8432
DATE 09/30/2024
DUE DATE 10/30/2024
TERMS Net 30

DESCRIPTION	QTY	RATE	AMOUNT
Silt Fence Newton, end of Grainger	840	2.50	2,100.00
Track loader Grading	2	140.00	280.00
Labor	4	65.00	260.00

BALANCE DUE **$2,640.00**

(Conditional)

WAIVER OF CLAIMS FOR PAYMENT

RC Storm ("Contractor" "Supplier") contracted with

NT Handbuilder ("Owner" or "General Contractor") to furnish labor

and or materials ("Work") on or for the project real property known as: New Town Grainger 8432 / MO Bluffs 1B 8431 ("Property").

In consideration for receipt of $ 4090.00

(please check appropriate box)

A. ☐ **FULL/FINAL WAIVER – MISSOURI RESIDENTIAL JOBS**

CONTRACTOR/SUPPLIER DOES HEREBY FULLY AND FINALLY WAIVE AND RELEASE ANY AND ALL RIGHTS TO ASSERT OR ENFORCE MECHANICS LIEN CLAIMS UNDER THE STATUTES OF THE STATE OF MISSOURI AGAINST THE RESIDENTIAL REAL PROPERTY DESCRIBED ABOVE AND THE IMPROVEMENTS THEREON, AND ON THE MATERIAL, FIXTURES, APPARATUS OR MACHINERY FURNISHED, AND ON THE MONEYS, FUNDS OR OTHER CONSIDERATIONS DUE OR TO BECOME DUE FROM THE OWNER OR GENERAL CONTRACTOR, FOR ALL WORK PERFORMED BY THE CONTRACTOR/SUPPLIER PRIOR TO THE DATE SET FORTH BELOW AND FOR ANY WORK, INCLUDING EXTRAS, HEREAFTER PERFORMED BY OR ON BEHALF ON THE CONTRACTOR/SUPPLIER UNDER ANY AGREEMENTS OF THE CONTRACTOR/SUPPLIER PRIOR TO THE DATE SET FORTH BELOW.

☐ **FULL/FINAL WAIVER – ANY COMMERCIAL JOBS AND ILLINOIS RESIDENTIAL JOBS**

Contractor/Supplier hereby waives all right, title and interest to any claim of any kind for payment for its Work; including, but not limited to, claims to a mechanic's or other form of lien or claim on or against: (a) the Property or the improvements thereon; (b) any funds for the Property or the Project, whether held by the Owner or otherwise; or (c) any funds due or to become due any higher-tier contractor. This waiver is applicable to any claims for payment for Work which may hereafter be performed on or for the Property. This waiver is intended to be a full and final waiver of all rights to collect any further payment for Work on or for the Property.

☐ **PARTIAL WAIVER**

Contractor/Supplier hereby waives all right, title and interest to any claim of any kind for payment for its Work through today's date; including, but not limited to, claims to a mechanic's or other form of lien or claim on or against: (a) the Property or the improvements thereon; (b) any funds for the Property or the Project, whether held by the Owner or otherwise; or (c) any funds due or to become due any higher-tier contractor. This is a partial waiver with respect to the Work, and Contractor /Supplier expressly reserves the right to assert claims for payment (including mechanic's liens) for Work performed after the date listed below.

3. Contractor/Supplier represents and warrants that it has employed the following subcontractors and suppliers, and no others, to furnish labor, services, material, fixtures, apparatus or machinery, forms or formwork, or any other assistance in performing its Work:

None (circle, if none) or List Names and Addresses:

2. Contractor/Supplier and the individual executing this Waiver on behalf of Contractor/Supplier both represent and warrant that Contractor/Supplier has fully paid for all labor and/or materials used by the Contractor/Supplier (or its subcontractors and/or suppliers of any tier) in performing the Work for which this Release is applicable (i.e., either all of the Work or all of the Work through the date listed in the Partial Waiver section above); and they both agree to defend, indemnify and hold harmless the Owner, any upper-tier contractors, the title company, any disbursing company, and any lenders from any claims for payment by any person or entity that Contractor/Supplier has represented herein to have paid.

). **THIS WAIVER DOES NOT BECOME EFFECTIVE UNTIL ALL CHECKS GIVEN IN CONSIDERATION HEREOF HAVE BEEN HONORED AND PAID IN FULL.**

Date: 10-28-24

Contractor/Supplier Name: RC Storm

Address: 61 Church Rd

City, State and Zip: Clinton, Mo 64735

Signature: Jim Rucker

Print Name: Jim Rucker Title: owner

4/2015

NT HomeBuilders LLC
3333-3 Rue Royale
St. Charles, MO 63301

CENTRAL BANK OF ST. LOUIS
80-460/810

32482

4/25/2024

PAY TO THE ORDER OF Matt Meyer Excavating LLC

$ **22,050.00

Twenty-Two Thousand Fifty and 00/100**********

DOLLARS

Matt Meyer Excavating LLC
55 Golden Eagle Ferry Rd
Golden Eagle, IL 62036

MEMO

⑈032482⑈ ⑆081004601⑆ ⑈1296003 22⑈

© 2021 INTUIT INC 1-800-433-8810
PROTECTED AGAINST FRAUD

NT HomeBuilders LLC
Matt Meyer Excavating LLC

32482

4/25/2024 Discount

Date	Type	Reference	Original Amt.	Balance Due	Payment
4/25/2024	Bill	Invoice 7894	350.00	350.00	350.00
4/25/2024	Bill	Invoice 7895	250.00	250.00	250.00
4/25/2024	Bill	Invoice 7896	200.00	200.00	200.00
4/25/2024	Bill	Invoice 7897	200.00	200.00	200.00
4/25/2024	Bill	Invoice 7898	2,600.00	2,600.00	2,600.00
4/25/2024	Bill	Invoice 7899	3,287.50	3,287.50	3,287.50
4/25/2024	Bill	Invoice 7900	3,112.50	3,112.50	3,112.50
4/25/2024	Bill	Invoice 7901	2,562.50	2,562.50	2,562.50
4/25/2024	Bill	Invoice 7902	2,137.50	2,137.50	2,137.50
4/25/2024	Bill	Invoice 7874	7,350.00	7,350.00	7,350.00
				Check Amount	22,050.00

First National Bank C

22,050.00

NT HomeBuilders LLC
Matt Meyer Excavating LLC

32482

4/25/2024 Discount

Date	Type	Reference	Original Amt.	Balance Due	Payment
4/25/2024	Bill	Invoice 7894	350.00	350.00	350.00
4/25/2024	Bill	Invoice 7895	250.00	250.00	250.00
4/25/2024	Bill	Invoice 7896	200.00	200.00	200.00
4/25/2024	Bill	Invoice 7897	200.00	200.00	200.00
4/25/2024	Bill	Invoice 7898	2,600.00	2,600.00	2,600.00
4/25/2024	Bill	Invoice 7899	3,287.50	3,287.50	3,287.50
4/25/2024	Bill	Invoice 7900	3,112.50	3,112.50	3,112.50
4/25/2024	Bill	Invoice 7901	2,562.50	2,562.50	2,562.50
4/25/2024	Bill	Invoice 7902	2,137.50	2,137.50	2,137.50
4/25/2024	Bill	Invoice 7874	7,350.00	7,350.00	7,350.00
				Check Amount	22,050.00

First National Bank C

22,050.00

PAYMENT RECORD

Matt Meyer Excavating, LLC
55 Golden Eagle Ferry Road
Golden Eagle, IL 62036
Phone: 618-781-4933 Email: 6187814933matt@gmail.com

INVOICE

DATE: April 23, 2024
INVOICE # 7874
Terms Net 30

Site location: Development

BILL TO:
NT Homebuilders
3333-4 Rue Royale
St. Charles MO 63301

Date	Equipment/ materials	Description	Hours	RATE	AMOUNT
03/28/24	Truck	Move lull JCB to New Town		$ 200.00	$ 200
03/29/24	Skid loader	cut street, spread dirt piles on Granger	7.0	$ 100.00	$ 700
03/29/24	Highlift	cut streets on Granger, load trucks	7.0	$ 150.00	$ 1,050
03/29/24	Dump Truck	haul dirt from Granger	8.0	$ 100.00	$ 800
03/30/24	Skid loader	cut streets; knock down dirt piles	10.0	$ 100.00	$ 1,000
04/08/24	Skid loader	Dry road; cut mud off for trucks; make road for truck	3.5	$ 100.00	$ 350
04/09/24	Skid loader	Cut road, knock down spoils	4.0	$ 100.00	$ 400
04/10/24	Highlift	spread dirt plles from truck	5.0	$ 150.00	$ 750
04/17/24	Skid loader	make road for trucks; fix Haul Road for trucks	2.5	$ 100.00	$ 250
04/18/24	Skid loader	fix Haul road for trucks; knock down dirt piles	3.0	$ 100.00	$ 300
04/22/24	Skid loader	Backfill curbs and load truck on Granger	7.5	$ 100.00	$ 750
04/23/24	Skid loader	backfill Urban; load X-tra dirt on Granger, new street	8.0	$ 100.00	$ 800
					$ -
				SUBTOTAL	$7,350.00
				TAX RATE	
				SALES TAX	$ -
				OTHER	
				TOTAL	$7,350.00

Make all checks payable to Matt Meyer Excavating, LLC.

NOTICE TO OWNER

THANK YOU FOR YOUR BUSINESS!

Final Lien Waiver

To whom it may concern,

Whereas, the undersigned has furnished work, labor, materials, and/or equipment for improvements at address/ site location and invoice #.

7894; 7895; 7896; 7897; 7898; 7899; 7900; 7901; 7902; 7874

For Employment by: NT Home builders LLC

The undersigned for and in consideration of the payment of:

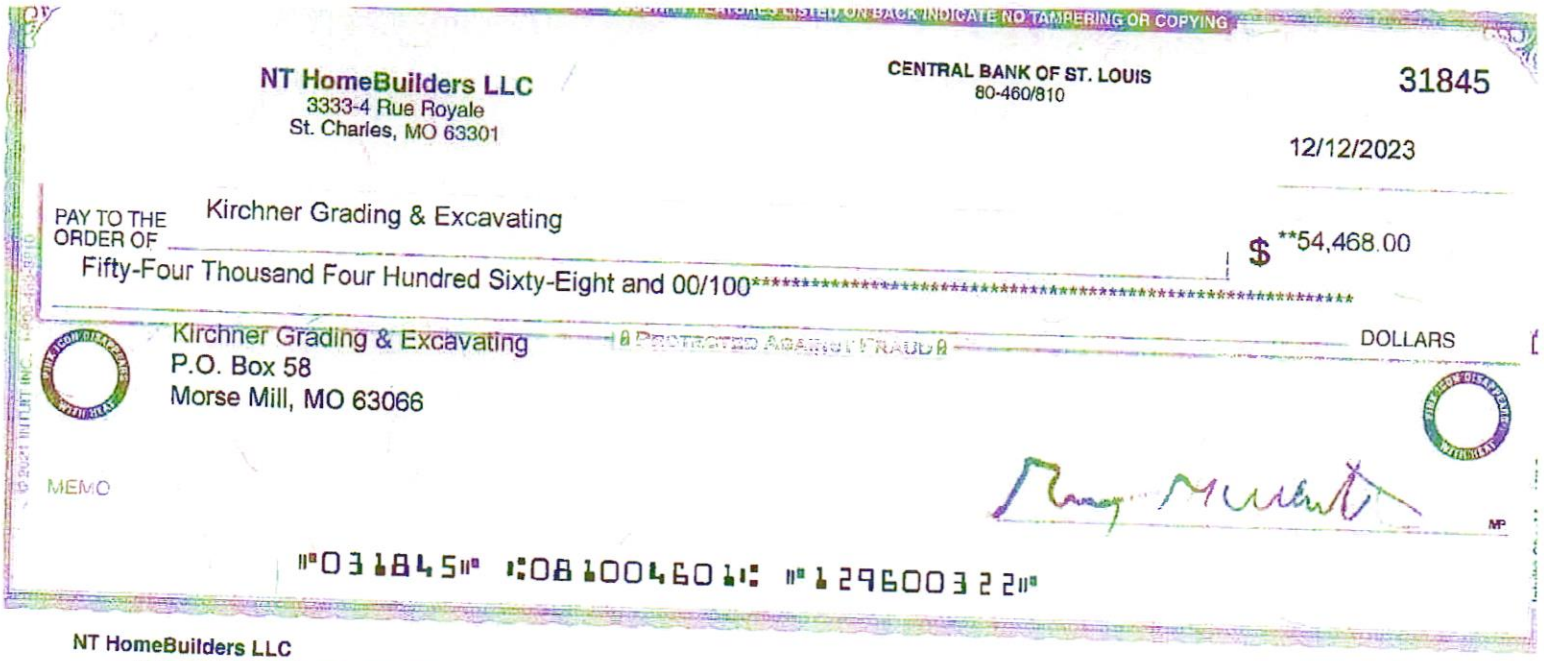
Twenty-two thousand fifty dollars 00/100

And other good and valuable considerations, does hereby waive and release any and all lien claim or right of lien on the above described premises and improvements thereon under the Statues of the State of Missouri related to Mechanic's Liens, and on the monies or other considerations due or to become or to become due from the Owners, on account of the work, labor, materials, and/or equipment furnished up to this date by the undersigned for the described premises.

Date: 4/25/24

Matt Meyer Excavating LLC
Company Name

Matt Meyer
Title- Owner



ABSENCE PERTURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

NT HomeBuilders LLC
3333-4 Rue Royale
St. Charles, MO 63301

CENTRAL BANK OF ST. LOUIS
80-460/810

31845

12/12/2023

PAY TO THE ORDER OF Kirchner Grading & Excavating $ **54,468.00

Fifty-Four Thousand Four Hundred Sixty-Eight and 00/100********** DOLLARS

Kirchner Grading & Excavating
P.O. Box 58
Morse Mill, MO 63066

PROTECTED AGAINST FRAUD

MEMO

⑈031845⑈ ⑆081004601⑆ ⑈129600322⑈

NT HomeBuilders LLC
Kirchner Grading & Excavating

12/12/2023 31845

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
11/27/2023	Bill	Invoice 589171	51,508.00	51,508.00		51,508.00
11/27/2023	Bill	Invoice 589170	2,960.00	2,960.00		2,960.00
					Check Amount	54,468.00

First National Bank C

54,468.00

NT HomeBuilders LLC
Kirchner Grading & Excavating

12/12/2023 31845

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
11/27/2023	Bill	Invoice 589171	51,508.00	51,508.00		51,508.00
11/27/2023	Bill	Invoice 589170	2,960.00	2,960.00		2,960.00
					Check Amount	54,468.00

First National Bank C

54,468.00

PAYMENT RECORD

589171

Statement

DATE 11/27/23

TERMS

TO Homes by whittaker

IN ACCOUNT WITH Kirchner Grading & Exc.
PO Box 58
Morse Mill MO 63066

		Bid for installation of Water Main at Barter & Granger st.		$ 46,128.	00/100
		had to break out concrete and pour extra cross block not on bid			
		Saw cut & break out concrete		$ 1,200.	00
		Pour cross block rod on Valve		$ 1,900.	00
		Dug up and removed old water main & Disposed of not on bid		$ 2,280.	00

CURRENT	OVER 30 DAYS	OVER 60 DAYS	TOTAL AMOUNT $		
				51,508.	00/100

adams DC5812

01-11

UNCONDITIONAL LIEN WAIVER AND AFFIDAVIT
(SUBCONTRACTOR)

STATE OF MISSOURI)
COUNTY OF Jefferson) SS.

LIEN CLAIMANT (undersigned): Kirchner Grading & Excavating

having been **EMPLOYED BY:** NT Home Builders LLC

to furnish **LABOR and/or MATERIALS** of the following description: Installation of 12" water Main

for the real property and improvements located in St. Charles County, Missouri and more fully described as follows: Granger St. and Bartel St.
(Give the legal Description for the property you worked at) (hereinafter referred to as "the Property")

CLAIMANT is seeking payment of the sum of $ 54,465. .00/100 for **LABOR and/or MATERIALS**

The receipt of which is hereby acknowledged, the Lien Claimant hereby **WAIVES** and **RELEASES** any and all liens or claims or rights to liens on the Property, or any other claims for labor, equipment, and/or materials furnished through the last date stated above. The Lien Claimant certifies, under penalty of perjury, that all of the subcontractors and suppliers that have provided labor, equipment or material to the Property within the scope of the Lien Claimant's contract, whether or not the Lien Claimant has a direct contract with such subcontractors or suppliers, are all listed below:

Kirchner Grading and Excavating

and that there are no other subcontractors or supplies providing labor, materials or equipment to the Property within the scope of the Lien Claimant's contract. The Lien Claimant further certifies that all such subcontractors and suppliers have been paid in full for all materials, labor, or equipment supplied through the date stated above.

The Lien Claimant acknowledges that there is a lender, escrow agent, or mortgagee financing the work on the Property and that the lender, escrow agent, or mortgagee has, and has a right to, rely on this Lien Waiver in advancing funds and that the lender, escrow agent, or mortgagee has materially altered its position in reliance on this Lien Waiver.

(Corporate Seal)
(If applicable)

LIEN CLAIMANT: Kirchner Grading & Excavating

By: Doyle Kirchner Date 12/14/23

Print company officer name and title Doyle Kirchner Owner

THE SUM OF THE AFOREMENTIONED LIEN WAIVER AND AFFIDAVIT IS FOR;

☑ FINAL PAYMENT DK (please check and initial here for Final Payment)

☐ PARTIAL PAYMENT _____ (please check and initial here for Partial Payment)

SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

NT Homebuilders LLC
3333-4 Rue Royale
St. Charles, MO 63301

CENTRAL BANK OF ST. LOUIS
80-460/810

30940

6/27/2023

PAY TO THE ORDER OF NTHB Management LLC

$ **13,780.13

Thirteen Thousand Seven Hundred Eighty and 13/100********** DOLLARS

NTHB Management LLC
2120 North Third Street
St Charles, MO 63301

MEMO Invoice Lights&poles

⑈030940⑈ ⑆081004601⑆ ⑈12960032 2⑈

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Intuit® CheckLock™ Secure Check Details on Back

NT Homebuilders LLC
NTHB Management LLC

30940

Date	Type	Reference	Original Amt.	Balance Due	6/27/2023 Discount	Payment
6/27/2023	Bill	Invoice Lights&poles	13,780.13	13,780.13		13,780.13
					Check Amount	13,780.13

First National Bank C Invoice Lights&poles 13,780.13

NT Homebuilders LLC
NTHB Management LLC

30940

Date	Type	Reference	Original Amt.	Balance Due	6/27/2023 Discount	Payment
6/27/2023	Bill	Invoice Lights&poles	13,780.13	13,780.13		13,780.13
					Check Amount	13,780.13

First National Bank C Invoice Lights&poles 13,780.13

PAYMENT RECORD

NTHB MANAGEMENT, LLC
2120 North Third Street
St. Charles, MO 63301
Phone = (636) 940-1800
Fax = (636) 916-2029

Date:	6/20/2023
Invoice #	Lights & Poles

Bill To: **NT Home Builders, LLC**
3333-4 Rue Royale
St. Charles, MO 63301
Attention: Accounting for NTHB

Description			Amount
Material ONLY purchase **MERZ / GRANGER area**			
14 Foot Post at $1,200.00 each		6	$ 7,200.00
Light Head at $650.00 each (includes light bulb)		6	$ 3,900.00
Globes at $275.00 each		6	$ 1,650.00
Sales Tax Charged		7.95%	$ 1,013.63
Administration Cost	1.00%		$ 16.50
DUE UPON RECEIPT			
Thank you, NTHB Management LLC		Total Amount Due	**$ 13,780.13**

If you have any questions, please contact Bill Wideman at (636) 916-2030

WAIVER OF LIEN
MATERIAL

State of Missouri)
)ss
County of St. Charles)

To All Whom it may Concern:

Whereas, we the undersigned, NTHB Management, LLC has been employed by;

NT Home Builders, LLC

to furnish:

MATERIAL

for the building(s) known as NEW TOWN – MERZ / GRANGER area

Now, therefore, know ye, That we the undersigned for and in consideration of the

Sum of: ($13,780.13) Thirteen Thousand Seven Hundred Eighty and 13/100 Dollars

and other good and valuable considerations, the receipt whereof is hereby acknowledged we do hereby waive and release any and all lien, and claim or right to lien on said described building and premises under the Statutes of the State of Missouri relating the Mechanics' Liens, on account of labor or materials, or both, furnished by the undersigned to or on account of the said NT Home Builders, LLC for said building and premises.

Given under our hands and seals this date of 6-20-23

NTHB Management, LLC

Wm C Wa

NT HomeBuilders LLC

Schaefer Hauling, Inc.

3/16/2026

35973

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
3/10/2026	Bill	Invoice 8794	1,577.01	1,577.01		1,577.01
					Check Amount	1,577.01

PAYMENT RECORD

First National Bank Ch Invoice 8794

1,577.01

10529

105291

Rev 8/21

SCHAEFER HAULING, INC.

860 Hwy T
Foristell, MO 63348
636-673-9650

DATE	INVOICE #
3/9/26	8794

BILL TO

NT Homebuilders, LLC
d/b/a Homes By Whittaker23

JOB

GRANGER BLVD NEWTOWN

TERMS	DUE DATE
Nt 30	4/8/26

DATE	DESCRIPTION	HOURS / TONS	RATE	TOTAL AMOUN...
2/27/26	Screening - Big Creek Quarry	127.05	3.50	444.68
	Tax on rock		7.50%	33.35
	Hauling Charge Per Ton - BC	127.05	8.65	1,098.98

Thank you, Mike

Total $1,577.01

Notice to Owner: Failure of this contractor to pay those persons supppling material or services to complete this invoice can result in the filing of a Mechanic's Lien on the property which is the subject of the invoice pursuant to CHAPTER 428, RSMO. To avoid this result you may ask this contractor for "Lien Waivers" from all persons supplying material or services for the work described in the invoice. Failure to secure lien waivers may result in you paying for labor and material twice. Notice to Customer: For all amounts 30 days past due, should collections efferts nesessitate Leagal fees or an attorney, the customer will be responsible for reasonable fees.

3/10/2026

Schaefer Hauling Inc.
860 HWY T
Foristell, MO 63348
636-673-9650

Final	Partial

LIEN WAIVER

To all who it may concern:

Whereas, Schaefer Hauling Inc has been employed by: NT HOME BUILDERS

To furnish HAULING Material rock

for the project known as: NEWTOWN GRANGER

8794

Now, therefore, know ye, that Schaefer Hauling, Inc for and in consideration for the sum of ONE THOUSAND FIVE HUNDRED SEVENTY SEVEN AND 01/100 and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby waive and release any and all lien, and claim or right to lien on said above described premises under the statues of the State of Missouri relating to Mechanics Liens, on account of labor or materials, or both, furnished by the undersigned to aforesaid purchaser for said and premises up to and including 2/27/2026 only, but not for any furnished subsequent to said date.

Provided further, this release shall not become effective until all checks given as part of the consideration hereof, shall have been honored and paid in full.

SCHAEFER HAULING INC.

Chris Schaefer

NT HomeBuilders LLC

35795

Schaefer Hauling, Inc.

2/5/2026

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
2/4/2026	Bill	Invoice 8658	7,575.41	7,575.41		7,575.41
2/5/2026	Bill	Invoice 8248	5,348.91	5,348.91		5,348.91
					Check Amount	12,924.32

PAYMENT RECORD

First National Bank Ch

12,924.32

10529

105291

Rev 6/21

SCHAEFER HAULING, INC.

860 Hwy T
Foristell, MO 63348
636-673-9650

DATE	INVOICE #
2/2/26	8658

BILL TO

NT Homebuilders, LLC
d/b/a Homes By Whittaker23

JOB

GRANGER NEWTOWN

TERMS	DUE DATE
Nt 30	3/4/26

DATE	DESCRIPTION	HOURS / TONS	RATE	TOTAL AMOUN...
1/20/26	1" Clean Rock - Big Creek Quarry	140.36	11.75	1,649.23
	Tax on rock		7.50%	123.69
	Hauling Charge Per Ton	140.36	8.65	1,214.11
1/21/26	Screenings - BMC - Defiance	49.03	4.00	196.12
	Tax on Rock		6.475%	12.70
	Hauling Charge Per Ton	49.03	8.65	424.11
	1" Clean Rock - Big Creek Quarry	96.46	11.75	1,133.41
	Tax on rock		7.50%	85.01
	Hauling Charge Per Ton	96.46	8.65	834.38
1/22/26	Screenings - BMC - Defiance	147.39	4.00	589.56
	Tax on Rock		6.475%	38.17
	Hauling Charge Per Ton	147.39	8.65	1,274.92

Thank you, Mike

Total $7,575.41

Notice to Owner: Failure of this contractor to pay those persons supppling material or services to complete this invoice can result in the filing of a Mechanic's Lien on the property which is the subject of the invoice pursuant to CHAPTER 428, RSMO. To avoid this result you may ask this contractor for "Lien Waivers" from all persons supplying material or services for the work described in the invoice. Failure to secure lien waivers may result in you paying for labor and material twice.
Notice to Customer: For all amounts 30 days past due, should collections efferts nesessitate Leagal fees or an attorney, the customer will be responsible for reasonable fees.

2/6/2026

Schaefer Hauling Inc.
860 HWY T
Foristell, MO 63348
636-673-9650

Final	Partial	
		LIEN WAIVER

To all who it may concern:

Whereas, Schaefer Hauling Inc has been employed by: NT HOMEBUILDERS LLC

To furnish HAULING Material ROCK

for the project known as: NEWTOWN MERZ

8248/8658

Now, therefore, know ye, that Schaefer Hauling, Inc for and in consideration for the sum of TWELVE THOUSAND NINE HUNDRED TWENTY FOUR AND 32/100 and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby waive and release any and all lien, and claim or right to lien on said above described premises under the statues of the State of Missouri relating to Mechanics Liens, on account of labor or materials, or both, furnished by the undersigned to aforesaid purchaser for said and premises up to and including 1/22/2026 only, but not for any furnished subsequent to said date.

Provided further, this release shall not become effective until all checks given as part of the consideration hereof, shall have been honored and paid in full.

SCHAEFER HAULING INC.

Chris Schaefer

NT HOME BUILDERS LLC
3333-4 RUE ROYALE ST.
SAINT CHARLES, MO 63301-8237

CENTRAL BANK
www.centralbank.net
MEMBER FDIC

28789
80-480/810

5/12/2022

PAY TO THE ORDER OF Schaefer Hauling, Inc.

$ **1,575.05

One Thousand Five Hundred Seventy-Five and 05/100********** DOLLARS

Schaefer Hauling, Inc.
860 Hwy T
Foristell, MO 63348

MEMO Invoice 3493

AUTHORIZED SIGNATURE

Photo Safe Deposit®
Details on Back.

⑈028789⑈ ⑆081004601⑆ ⑈12960322⑈

NT HOME BUILDERS LLC

Schaefer Hauling, Inc.

28789

5/12/2022

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
5/10/2022	Bill	Invoice 3493	1,575.05	1,575.05		1,575.05
					Check Amount	1,575.05

First National Bank C Invoice 3493 1,575.05

NT HOME BUILDERS LLC

Schaefer Hauling, Inc.

28789

5/12/2022

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
5/10/2022	Bill	Invoice 3493	1,575.05	1,575.05		1,575.05
					Check Amount	1,575.05

First National Bank C Invoice 3493 1,575.05

SCHAEFER HAULING, INC.

860 Hwy T
Foristell, MO 63348
636-673-9650

DATE	INVOICE #
5/6/22	3493

BILL TO

NT Homebuilders, LLC
d/b/a Homes By Whittaker

JOB

New Town T-6

TERMS	DUE DATE
Nt 30	6/5/22

DATE	DESCRIPTION	HOURS / TONS	RATE	TOTAL AMOUN...
4/19/22	Hauling Charge Per Ton-2" Minus - New Frontier North	60.75	4.50	273.38
4/27/22	Hauling Charge Per Ton-2" Minus	28.14	4.50	126.63
	Gabion Stone - Big Creek	22.92	11.00	252.12
	Tax on rock		7.50%	18.91
	Hauling Charge Per Ton	22.92	7.00	160.44
	2" Clean Rock - Big Creek Quarry	48.5	7.75	375.88
	Tax on rock		7.50%	28.19
	Hauling Charge Per Ton	48.5	7.00	339.50

Thank you, Mike

Total $1,575.05

Notice to Owner: Failure of this contractor to pay those persons supppling material or services to complete this invoice can result in the filing of a Mechanic's Lien on the property which is the subject of the invoice pursuant to CHAPTER 428, RSMO. To avoid this result you may ask this contractor for "Lien Waivers" from all persons supplying material or services for the work described in the invoice. Failure to secure lien waivers may result in you paying for labor and material twice.
Notice to Customer: For all amounts 30 days past due, should collections efferts nesessitate Leagal fees or an attorney, the customer will be responsible for reasonable fees.

5/11/2022

Schaefer Hauling Inc.
860 HWY T
Foristell, MO 63348
636-673-9650

Final	Partial
	x

LIEN WAIVER

To all who it may concern:

Whereas, Schaefer Hauling Inc has been employed by: NT Home Builders

To furnish HAULING

for the project known as: New Town T-6

Invoice 3493

Now, therefore, know ye, that Schaefer Hauling, Inc for and in consideration for the sum of One thousand five hundred seventy five and 05/100 and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby waive and release any and all lien, and claim or right to lien on said above described premises under the statues of the State of Missouri relating to Mechanics Liens, on account of labor or materials, or both, furnished by the undersigned to aforesaid purchaser for said and premises up to and including 4/27/2022 only, but not for any furnished subsequent to said date.

SCHAEFER HAULING INC.

Laura Schaefer

CENTRAL BANK
www.centralbank.net
MEMBER FDIC

28861

80-460/810

NT HOME BUILDERS LLC
3333-4 RUE ROYALE ST.
SAINT CHARLES, MO 63301-8237

5/24/2022

PAY TO THE ORDER OF Schaefer Hauling, Inc.

$ **2,689.71

Two Thousand Six Hundred Eighty-Nine and 71/100********** DOLLARS

Schaefer Hauling, Inc.
860 Hwy T
Foristell, MO 63348

MEMO

AUTHORIZED SIGNATURE

Photo Safe Deposit®

Details on Back

⑈0 28861⑈ ⑆081004601⑆ ⑈1 2960032 2⑈

NT HOME BUILDERS LLC

28861

Schaefer Hauling, Inc.

5/24/2022

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
5/23/2022	Bill	Invoice 3583	2,283.15	2,283.15		2,283.15
5/23/2022	Bill	Invoice 3548	406.56	406.56		406.56
					Check Amount	2,689.71

First National Bank C

2,689.71

NT HOME BUILDERS LLC

28861

Schaefer Hauling, Inc.

5/24/2022

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
5/23/2022	Bill	Invoice 3583	2,283.15	2,283.15		2,283.15
5/23/2022	Bill	Invoice 3548	406.56	406.56		406.56
					Check Amount	2,689.71

First National Bank C

2,689.71

SCHAEFER HAULING, INC.

860 Hwy T
Foristell, MO 63348
636-673-9650

DATE	INVOICE #
5/23/22	3583

BILL TO

NT Homebuilders, LLC
d/b/a Homes By Whittaker

JOB

NEWTOWN T6

TERMS	DUE DATE
Nt 30	6/22/22

DATE	DESCRIPTION	HOURS / TONS	RATE	TOTAL AMOUN...
5/2/22	2" Clean Rock - Big Creek Quarry	24.1	7.75	186.78
	Tax on rock		7.50%	14.01
	Hauling Charge Per Ton	24.1	7.00	168.70
	Gabion Stone - Big Creek	23.11	11.00	254.21
	Tax on rock		7.50%	19.07
	Hauling Charge Per Ton	23.11	7.00	161.77
5/10/22	2" Clean Rock - Big Creek Quarry	21.42	7.75	166.01
	Tax on rock		7.50%	12.45
	Hauling Charge Per Ton	21.42	7.00	149.94
	Gabion Stone - Big Creek	61.1	11.00	672.10
	Tax on rock		7.50%	50.41
	Hauling Charge Per Ton	61.1	7.00	427.70

Thank you, Mike

Total $2,283.15

Notice to Owner: Failure of this contractor to pay those persons supppling material or services to complete this invoice can result in the filing of a Mechanic's Lien on the property which is the subject of the invoice pursuant to CHAPTER 428, RSMO. To avoid this result you may ask this contractor for "Lien Waivers" from all persons supplying material or services for the work described in the invoice. Failure to secure lien waivers may result in you paying for labor and material twice.
Notice to Customer: For all amounts 30 days past due, should collections efferts nesessitate Leagal fees or an attorney, the customer will be responsible for reasonable fees.

5/27/2022

Schaefer Hauling Inc.
860 HWY T
Foristell, MO 63348
636-673-9650

Final	Partial
	x

LIEN WAIVER

To all who it may concern:

Whereas, Schaefer Hauling Inc has been employed by: NT Home Builders, LLC

To furnish HAULING material rock

for the project known as: New Town T-6

Invoice 3583

Now, therefore, know ye, that Schaefer Hauling, Inc for and in consideration for the sum of Two thousand two hundred eighty three and 15/100 and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby waive and release any and all lien, and claim or right to lien on said above described premises under the statues of the State of Missouri relating to Mechanics Liens, on account of labor or materials, or both, furnished by the undersigned to aforesaid purchaser for said and premises up to and including 5/10/2022 only, but not for any furnished subsequent to said date

SCHAEFER HAULING INC
Laura Schaefer

-FINAL-
Qualified or Unqualified LIEN Waiver for Labor or Materials

STATE OF MISSOURI)
) SS
COUNTY OF LINCOLN)

Date: May 26, 2022

TO ALL WHOM IT MAY CONCERN:

Whereas, the undersigned has been employed by Schaefer . to furnish ROCK for the project or building known as Newtown T6 .
Now, Therefore, the undersigned for and in consideration of the sum of $856.42 .
Eight Hundred Fifty Six Dollars and 42/100 and other good and valuable consideration, the receipt whereof is hereby acknowledged,

(Check either A or B)

A _X_ ABSOLUTELY UNQUALIFIEDLY WAIVES and releases any and all lien, claim or right to lien, on said above described project or building or improvements, and is real estate under the Statutes of the State of Missouri relating to mechanics liens, on account of labor or materials, or both. The undersigned warrants that it cannot and will not file or assert any mechanics lien and that this representation may be relied upon.

AND / OR

B. ___ QUALIFIEDLY RELEASES ONLY A PORTION of its mechanic's lien rights. The undersigned explicitly reserves the right to file a mechanic's lien depending upon future developments. Any person reading this qualified waiver is on notice to inquire further of the undersigned before taking any action. Provided further, this release shall not become effective until all checks given as part of the consideration, have been honored and paid in full. This lien waiver is qualified for one or more of the following reasons (*check all that apply*).

_____ Payment only applied to labor or materials both provided from _____ to _____. The undersigned may continue to provide labor or materials for which it may assert lien rights.

____ Payment only applies to invoices numbered 67601.
_____ Payment only partially covered the balance due on invoice(s)_____

_____ Other reasons:_____

BIG CREEK QUARRY, INC

Phyllis Hayden

NT HomeBuilders LLC
3333-3 Rue Royale
St. Charles, MO 63301

CENTRAL BANK OF ST. LOUIS
80-460/810

32511

4/28/2024

PAY TO THE ORDER OF Karrenbrock Construction, Inc.

$ **73,710.00

Seventy-Three Thousand Seven Hundred Ten and 00/100********** DOLLARS

Karrenbrock Construction, Inc.
P.O. Box 279
New Melle, MO 63365

MEMO

⑈032511⑈ ⑆081004601⑆ ⑈129600322⑈

NT HomeBuilders LLC

32511

Karrenbrock Construction, Inc.

4/28/2024

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
4/11/2024	Bill	Invoice 34157	6,760.00	6,760.00		6,760.00
4/18/2024	Bill	Invoice 34244	66,950.00	66,950.00		66,950.00
					Check Amount	73,710.00

First National Bank C

73,710.00

NT HomeBuilders LLC

32511

Karrenbrock Construction, Inc.

4/28/2024

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
4/11/2024	Bill	Invoice 34157	6,760.00	6,760.00		6,760.00
4/18/2024	Bill	Invoice 34244	66,950.00	66,950.00		66,950.00
					Check Amount	73,710.00

First National Bank C

73,710.00

PAYMENT RECORD

KARRENBROCK CONST. INC.
est. 1992

Invoice

Date	Invoice #
4/2/2024	34244

Bill To
NT Homebuilders LLC

P.O. No.	Terms	Project
acct 13395		Granger Blvd. conne...

Item	Quantity	Description	Rate	Amount
contract		7" concrete on 5" rock w/ center bars & baskets	56,000.00	56,000.00
contract		Vertical Curb	6,500.00	6,500.00
contract		Rolled Curb	3,250.00	3,250.00
contract		Bobcat time cutting to subgade 8 hours x 150.00	1,200.00	1,200.00

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIALS TWICE.

Mail: PO BOX 279- New Melle, MO 63365
Office: 636-828-5420 Fax 636-600-5420
Email: office@karrenbrockconst.com

Total $66,950.00

(Conditional)

WAIVER OF CLAIMS FOR PAYMENT

Karrenbrock Construction Inc ("Contractor"/"Supplier") contracted with NT Homebuilders, LLC ("Owner" or "General Contractor") to furnish labor and material ("Work") on or for the project/real property known as: Granger Blvd.

In consideration for receipt of $ 66,950.00 (invoice #34244)

(please check appropriate box):

☐ **FULL/FINAL WAIVER – MISSOURI RESIDENTIAL JOBS**

CONTRACTOR/SUPPLIER DOES HEREBY FULLY AND FINALLY WAIVE AND RELEASE ANY AND ALL RIGHTS TO ASSERT OR ENFORCE MECHANICS LIEN CLAIMS UNDER THE STATUTES OF THE STATE OF MISSOURI AGAINST THE RESIDENTIAL REAL PROPERTY DESCRIBED ABOVE AND THE IMPROVEMENTS THEREON, AND ON THE MATERIAL, FIXTURES, APPARATUS OR MACHINERY FURNISHED, AND ON THE MONEYS, FUNDS OR OTHER CONSIDERATIONS DUE OR TO BECOME DUE FROM THE OWNER OR GENERAL CONTRACTOR, FOR ALL WORK PERFORMED BY THE CONTRACTOR/SUPPLIER PRIOR TO THE DATE SET FORTH BELOW AND FOR ANY WORK, INCLUDING EXTRAS, HEREAFTER PERFORMED BY OR ON BEHALF OF THE CONTRACTOR/SUPPLIER UNDER ANY AGREEMENTS OF THE CONTRACTOR/SUPPLIER PRIOR TO THE DATE SET FORTH BELOW.

☐ **FULL/FINAL WAIVER – ALL COMMERCIAL JOBS AND ALL ILLINOIS JOBS**

Contractor/Supplier hereby waives all right, title and interest to any claim of any kind for payment for its Work; including, but not limited to, claims toa mechanic's or other form of lien or claim on or against: (a) the Property or the improvements thereon; (b) any funds for the Property or the Project, whether held by the Owner or otherwise; or (c) any funds due or to become due any higher-tier contractor. This waiver is applicable to any claims for payment for Work which may hereafter be performed on or for the Property. This waiver is intended to be a full and final waiver of all rights to collect any further payment for Work on or for the Property.

☒ **PARTIAL WAIVER**

Contractor/Supplier hereby waives all right, title and interest to any claim of any kind for payment for its Work through date: 04/02/2024 including, but not limited to, claims to a mechanic's or other form of lien or claim on or against: (a) the Property or the improvements thereon; (b) any funds for the Property or the Project, whether held by the Owner or otherwise; or (c) any funds due or to become due any higher-tier contractor. This is a partial waiver with respect to the Work, and Contractor /Supplier expressly reserves the right to assert claims for payment (including mechanic's liens) for Work performed after the date listed below.

Contractor/Supplier and the individual executing this Waiver on behalf of Contractor/Supplier both represent and warrant that Contractor/Supplier has fully paid for all labor and/or materials used by the Contractor/Supplier (or its subcontractors and/or suppliers of any tier) in performing the Work for which this Release is applicable (i.e., either all of the Work or all of the Work through the date listed in the Partial Waiver section above); and they both agree to defend, indemnify and hold harmless the Owner, any upper-tier contractors, the title company, any disbursing company, and any lenders from any claims for payment by any person or entity that Contractor/Supplier has represented herein to have paid.

THIS WAIVER DOES NOT BECOME EFFECTIVE UNTIL ALL CHECKS GIVEN IN CONSIDERATION HEREOF HAVE BEEN HONORED AND PAID IN FULL.

Date: April 29, 2023

Your Company Name: Karrenbrock Construction Inc
Address: P O Box 279
City, State and Zip: New Melle, MO 63365

Signature: _____

Print Name: Jennifer Burt Title: Office Manager

CASH ONLY IF ALL CHECKLOCK™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

NT HomeBuilders LLC
3333-3 Rue Royale
St. Charles, MO 63301

CENTRAL BANK OF ST. LOUIS
80-460/810

32592

5/12/2024

PAY TO THE ORDER OF SCI Engineering, Inc.

$ **1,827.80

One Thousand Eight Hundred Twenty-Seven and 80/100********** DOLLARS

PROTECTED AGAINST FRAUD

SCI Engineering, Inc.
130 Point West Blvd
St. Charles, MO 63301

MEMO Invoice 202087

⑈032592⑈ ⑆081004601⑆ ⑈1296003 22⑈

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Details on Back
Intuit® CheckLock™ Secure Check

NT HomeBuilders LLC 32592

SCI Engineering, Inc.

5/12/2024

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
5/9/2024	Bill	Invoice 202087	1,827.80	1,827.80		1,827.80
					Check Amount	1,827.80

First National Bank C Invoice 202087 1,827.80

NT HomeBuilders LLC 32592

SCI Engineering, Inc.

5/12/2024

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
5/9/2024	Bill	Invoice 202087	1,827.80	1,827.80		1,827.80
					Check Amount	1,827.80

PAYMENT RECORD

First National Bank C Invoice 202087 1,827.80

Invoice

SCI ENGINEERING, INC.
ACCOUNTING DEPARTMENT
130 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-949-8200

Benea Norton
NT Home Builders, LLC
3333-3 Rue Royale
St. Charles, MO 63301

May 09, 2024
Project No: 20240709.00
Invoice No: 202087

Project 20240709.00 Granger Blvd Extension

Construction testing services provided through week ending 5/3/24

Professional Personnel

		Hours	Rate	Amount	
Project Manager					
Reitz, Theodore	4/15/2024	1.00	140.00	140.00	
Reitz, Theodore	4/16/2024	.25	140.00	35.00	
Reitz, Theodore	4/18/2024	.50	140.00	70.00	
Reitz, Theodore	4/23/2024	.75	140.00	105.00	
Reitz, Theodore	4/24/2024	.25	140.00	35.00	
Reitz, Theodore	5/1/2024	.25	140.00	35.00	
Construction Technician					
Hugo, Jonathan	4/15/2024	4.00	72.00	288.00	
Pitts, Stevie	4/17/2024	4.50	72.00	324.00	
Pitts, Stevie	4/18/2024	2.00	72.00	144.00	
Totals		13.50		1,176.00	
Total Labor					**1,176.00**

Unit Billing

MILEAGE	46.0 MILES @ 0.80	36.80	
MOISTURE DENSITY MODIFIED PROCTOR	1.0 EACH @ 330.00	330.00	
Nuclear Density Equipment	1.0 Day @ 75.00	75.00	
COMPRESSIVE STRENGTH 4" X 8" CYLINDER	10.0 EACH @ 21.00	210.00	
Total Units		651.80	**651.80**
	Total this Invoice		**$1,827.80**

NET DUE UPON RECEIPT
1.5% PER MONTH AFTER 30 DAYS
PAYMENTS MADE VIA CREDIT CARD SUBJECT TO 3% PROCESSING FEE

SCI ENGINEERING, INC.
EARTH • SCIENCE • SOLUTIONS
GEOTECHNICAL
ENVIRONMENTAL
NATURAL RESOURCES
CULTURAL RESOURCES
CONSTRUCTION SERVICES

WAIVER OF LIEN- FINAL

STATE OF MISSOURI

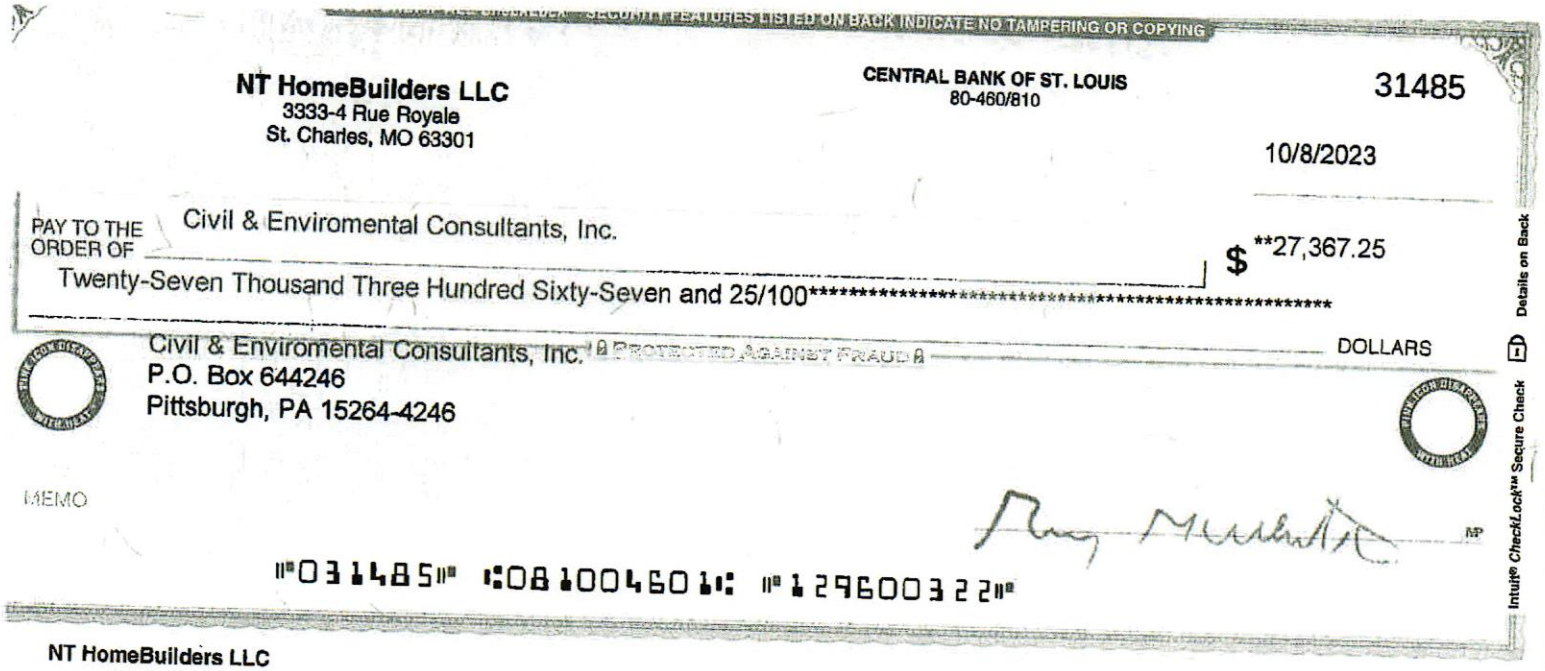
To Whom It May Concern:

Whereas, SCI Engineering, Inc. has been employed by **NT Home Builders, LLC** to furnish engineering services along with miscellaneous expenses needed on the project known as **Granger Blvd. Extension, invoice 202087.** Now therefore, ye that SCI Engineering, Inc. does hereby conditionally waive and release any and all lien and claim or right to lien, on the above described project (building and/or real estate) under the Statutes of the State of Missouri relating to Mechanics Liens, on account of labor or materials, or both, heretofore furnished by SCI Engineering, Inc. on said project. The condition of this waiver is final and absolute upon receipt by SCI Engineering, Inc. of the sum of **$1827.80**.

SCI Engineering, Inc.

By: Diane C. Stallcup

May 14, 2024



NT HomeBuilders LLC
3333-4 Rue Royale
St. Charles, MO 63301

CENTRAL BANK OF ST. LOUIS
80-460/810

31485

10/8/2023

PAY TO THE ORDER OF Civil & Enviromental Consultants, Inc.

$ **27,367.25

Twenty-Seven Thousand Three Hundred Sixty-Seven and 25/100**********

DOLLARS

Civil & Enviromental Consultants, Inc.
P.O. Box 644246
Pittsburgh, PA 15264-4246

MEMO

⑈031485⑈ ⑆081004601⑆ ⑈12960322⑈

Details on Back

Intuit® CheckLock™ Secure Check

NT HomeBuilders LLC

Civil & Enviromental Consultants, Inc.

31485

10/8/2023

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
9/22/2023	Bill	Invoice 372640	14,630.25	14,630.25		14,630.25
9/28/2023	Bill	Invoice 374274	300.00	300.00		300.00
10/4/2023	Bill	Invoice 374519	350.00	350.00		350.00
10/4/2023	Bill	Invoice 374520	350.00	350.00		350.00
10/4/2023	Bill	Invoice 374327	350.00	350.00		350.00
10/4/2023	Bill	Invoice 374329	350.00	350.00		350.00
10/4/2023	Bill	Invoice 374536	350.00	350.00		350.00
10/6/2023	Bill	Invoice 374882	10,092.00	10,092.00		10,092.00
10/6/2023	Bill	Invoice 374805	595.00	595.00		595.00
					Check Amount	27,367.25

First National Bank C

27,367.25

NT HomeBuilders LLC

Civil & Enviromental Consultants, Inc.

31485

10/8/2023

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
9/22/2023	Bill	Invoice 372640	14,630.25	14,630.25		14,630.25
9/28/2023	Bill	Invoice 374274	300.00	300.00		300.00
10/4/2023	Bill	Invoice 374519	350.00	350.00		350.00
10/4/2023	Bill	Invoice 374520	350.00	350.00		350.00
10/4/2023	Bill	Invoice 374327	350.00	350.00		350.00
10/4/2023	Bill	Invoice 374329	350.00	350.00		350.00
10/4/2023	Bill	Invoice 374536	350.00	350.00		350.00
10/6/2023	Bill	Invoice 374882	10,092.00	10,092.00		10,092.00
10/6/2023	Bill	Invoice 374805	595.00	595.00		595.00
					Check Amount	27,367.25

First National Bank C

27,367.25

PAYMENT RECORD

Invoice

Civil & Environmental Consultants, Inc.
Phone: 412-429-2324 | Fax: 412-429-2114
www.cecinc.com

Greg Whittaker
NT Home Builders, LLC
3333-4 Rue Royale
St. Charles, MO 63301

September 1, 2023
Project No: 320-680
Invoice No: 372640

Project 320-680 New Town at St. Charles (PRS #02243.NTHB.09R)
Professional Services through August 12, 2023

Task 0001 Misc Engineering Requests & drawings

Professional Fees

		Hours	Rate	Amount	
Bax, Ryan		1.50	130.00	195.00	
Catlett, Timothy		1.50	120.00	180.00	
Danson, Donald		56.50	130.00	7,345.00	
Danson, Donald	Ovt	9.50	130.00	1,235.00	
Mundwiller, Stanley		2.50	130.00	325.00	
Scheidt, Will		7.00	120.00	840.00	
Tiemann, Douglas		17.50	190.00	3,325.00	
		96.00		13,445.00	
					13,445.00

Reimbursable Expenses

Application/submittal costs

7/14/2023	Giaimo, Vicki	Permit App		510.25	
	Total Reimbursables		**1.0 times**	**510.25**	**510.25**

Total this Task **$13,955.25**

Task 0003 North Granger Blvd Due Diligence

Professional Fees

	Hours	Rate	Amount	
Mundwiller, Stanley	3.00	130.00	390.00	
Tiemann, Douglas	1.50	190.00	285.00	
	4.50		675.00	
				675.00

Total this Task **$675.00**

Amount Due This Invoice **$14,630.25**

Remit to:
Civil & Environmental Consultants Inc.
P.O. Box 644246
Pittsburgh, PA 15264-4246

Payment Terms: Net 30 Days, 1.5% Interest Per Month on Past Due Balances

PARTIAL WAIVER OF LIEN

STATE OF MISSOURI

To All Whom It May Concern:

WHEREAS, Civil & Environmental Consultants, Inc. has been employed by:

NT Home Builders, LLC

To furnish Engineering /Surveying services along with miscellaneous expenses needed on project known as: New Town at St. Charles

For service billed on invoice(s) 372640

For and in consideration of payment of the sum $14,630.25 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, know ye that Civil & Environmental Consultants, Inc. does hereby conditionally waive and release any and all lien and claim to right to lien, on above described project (building, and/or real estate) under the Statutes of the State of Missouri relating to Mechanics' Liens, on account of labor or materials, or both heretofore furnished by Civil & Environmental, Inc. on said project. The condition of this waiver will be final and absolute upon receipt of all project financial retainage by Civil & Environmental Consultants, Inc.

Contractor represents and warrants that it has not employed any subcontractor, supplier and no others to furnish labor, services, materials, fixtures, apparatus or machinery, or any other assistance in performing its work.

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

BY: Douglas L. Lemmon

DATE: 10/10/2023

CASH ONLY IF ALL CHECKLOCK™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR CORVING

NT HomeBuilders LLC
3333-4 Rue Royale
St. Charles, MO 63301

CENTRAL BANK OF ST. LOUIS
80-460/810

31158

8/5/2023

PAY TO THE ORDER OF Civil & Enviromental Consultants, Inc.

$ **17,872.50

Seventeen Thousand Eight Hundred Seventy-Two and 50/100********** DOLLARS

Civil & Enviromental Consultants, Inc.
P.O. Box 644246
Pittsburgh, PA 15264-4246

PROTECTED AGAINST FRAUD

MEMO

⑈031158⑈ ⑆081004601⑆ ⑈1296003 22⑈

Details on Back

Intuit® CheckLock™ Secure Check

NT HomeBuilders LLC

Civil & Enviromental Consultants, Inc.

31158

8/5/2023

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
7/19/2023	Bill	Invoice 366990	4,177.50	4,177.50		4,177.50
7/19/2023	Bill	Invoice 366987	1,640.00	1,640.00		1,640.00
7/19/2023	Bill	Invoice 366966	11,055.00	11,055.00		11,055.00
7/22/2023	Bill	Invoice 366823	350.00	350.00		350.00
8/4/2023	Bill	Invoice 368127	350.00	350.00		350.00
8/4/2023	Bill	Invoice 368130	300.00	300.00		300.00
					Check Amount	17,872.50

First National Bank C 17,872.50

NT HomeBuilders LLC

Civil & Enviromental Consultants, Inc.

31158

8/5/2023

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
7/19/2023	Bill	Invoice 366990	4,177.50	4,177.50		4,177.50
7/19/2023	Bill	Invoice 366987	1,640.00	1,640.00		1,640.00
7/19/2023	Bill	Invoice 366966	11,055.00	11,055.00		11,055.00
7/22/2023	Bill	Invoice 366823	350.00	350.00		350.00
8/4/2023	Bill	Invoice 368127	350.00	350.00		350.00
8/4/2023	Bill	Invoice 368130	300.00	300.00		300.00
					Check Amount	17,872.50

First National Bank C 17,872.50

PAYMENT RECORD

Invoice

Civil & Environmental Consultants, Inc.
Phone: 412-429-2324 | Fax: 412-429-2114
www.cecinc.com

Greg Whittaker
NT Home Builders, LLC
3333-4 Rue Royale
St. Charles, MO 63301

July 12, 2023
Project No: 320-680
Invoice No: 366966

Project 320-680 New Town at St. Charles (PRS #02243.NTHB.09R)
Professional Services through June 17, 2023

Task 0001 Misc Engineering Requests & drawings

Professional Fees

		Hours	Rate	Amount	
Danson, Donald		56.50	130.00	7,345.00	
Danson, Donald	Ovt	6.00	130.00	780.00	
Scheidt, Will		7.00	120.00	840.00	
Tiemann, Douglas		10.00	190.00	1,900.00	
		79.50		10,865.00	
					10,865.00
			Total this Task		**$10,865.00**

Task 0003 North Granger Blvd Due Diligence

Professional Fees

	Hours	Rate	Amount	
Tiemann, Douglas	1.00	190.00	190.00	
	1.00		190.00	
				190.00
		Total this Task		**$190.00**

Amount Due This Invoice **$11,055.00**

Remit to:
Civil & Environmental Consultants Inc.
P.O. Box 644246
Pittsburgh, PA 15264-4246

Payment Terms: Net 30 Days, 1.5% Interest Per Month on Past Due Balances

PARTIAL WAIVER OF LIEN

STATE OF MISSOURI

To All Whom It May Concern:

WHEREAS, Civil & Environmental Consultants, Inc. has been employed by:

NT Home Builders, LLC

To furnish Engineering /Surveying services along with miscellaneous expenses needed on project known as: New Town at St. Charles

For service billed on invoice(s) 366966

For and in consideration of payment of the sum $11,055.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, know ye that Civil & Environmental Consultants, Inc. does hereby conditionally waive and release any and all lien and claim to right to lien, on above described project (building, and/or real estate) under the Statutes of the State of Missouri relating to Mechanics' Liens, on account of labor or materials, or both heretofore furnished by Civil & Environmental, Inc. on said project. The condition of this waiver will be final and absolute upon receipt of all project financial retainage by Civil & Environmental Consultants, Inc.

Contractor represents and warrants that it has not employed any subcontractor, supplier and no others to furnish labor, services, materials, fixtures, apparatus or machinery, or any other assistance in performing its work.

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

BY: Douglas S. Siemann

DATE: 8/8/2023

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

CENTRAL BANK OF ST. LOUIS
80-460/810

31035

NT HomeBuilders LLC
3333-4 Rue Royale
St. Charles, MO 63301

7/14/2023

PAY TO THE ORDER OF Civil & Enviromental Consultants, Inc. $ **38,976.41

Thirty-Eight Thousand Nine Hundred Seventy-Six and 41/100********** DOLLARS

Civil & Enviromental Consultants, Inc.
P.O. Box 644246
Pittsburgh, PA 15264-4246

PROTECTED AGAINST FRAUD

MEMO

⑈031035⑈ ⑆081004601⑆ ⑈129600322⑈

Details on Back

Intuit CheckLock™ Secure Check

NT HomeBuilders LLC
Civil & Enviromental Consultants, Inc.

31035

7/14/2023

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
7/2/2023	Bill	Invoice 362839	7,397.99	7,397.99		7,397.99
7/2/2023	Bill	Invoice 362832	12,828.42	12,828.42		12,828.42
7/2/2023	Bill	Invoice 362789	16,450.00	16,450.00		16,450.00
7/8/2023	Bill	Invoice 265068	300.00	300.00		300.00
7/8/2023	Bill	Invoice 365066	300.00	300.00		300.00
7/8/2023	Bill	Invoice 365067	300.00	300.00		300.00
7/13/2023	Bill	Invoice 364463	350.00	350.00		350.00
7/13/2023	Bill	Invoice 363924	350.00	350.00		350.00
7/13/2023	Bill	Invoice 364272	350.00	350.00		350.00
7/13/2023	Bill	Invoice 365786	350.00	350.00		350.00
					Check Amount	38,976.41

First National Bank C

38,976.41

NT HomeBuilders LLC
Civil & Enviromental Consultants, Inc.

31035

7/14/2023

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
7/2/2023	Bill	Invoice 362839	7,397.99	7,397.99		7,397.99
7/2/2023	Bill	Invoice 362832	12,828.42	12,828.42		12,828.42
7/2/2023	Bill	Invoice 362789	16,450.00	16,450.00		16,450.00
7/8/2023	Bill	Invoice 265068	300.00	300.00		300.00
7/8/2023	Bill	Invoice 365066	300.00	300.00		300.00
7/8/2023	Bill	Invoice 365067	300.00	300.00		300.00
7/13/2023	Bill	Invoice 364463	350.00	350.00		350.00
7/13/2023	Bill	Invoice 363924	350.00	350.00		350.00
7/13/2023	Bill	Invoice 364272	350.00	350.00		350.00
7/13/2023	Bill	Invoice 365786	350.00	350.00		350.00
					Check Amount	38,976.41

First National Bank C

38,976.41

PAYMENT RECORD

Invoice

Civil & Environmental Consultants, Inc.
Phone: 412-429-2324 | Fax: 412-429-2114
www.cecinc.com

Greg Whittaker
NT Home Builders, LLC
3333-4 Rue Royale
St. Charles, MO 63301

June 6, 2023
Project No: 320-680
Invoice No: 362839

Project 320-680 New Town at St. Charles (PRS #02243.NTHB.09R)
Professional Services through May 20, 2023

Task 0001 Misc Engineering Requests & drawings
Professional Fees

		Hours	Rate	Amount	
Catlett, Timothy		4.00	120.00	480.00	
Danson, Donald		15.50	130.00	2,015.00	
Danson, Donald	Ovt	1.00	130.00	130.00	
Mundwiller, Stanley		1.50	130.00	195.00	
Scheidt, Will		8.00	120.00	960.00	
Tiemann, Douglas		4.00	190.00	760.00	
		34.00		4,540.00	
					4,540.00

Reimbursable Expenses

Mileage

4/24/2023	Tiemann, Douglas	Meeting at city of St. Charles	26.20	
5/8/2023	Tiemann, Douglas	Travel to City and New Town	11.79	
	Total Reimbursables	**1.0 times**	**37.99**	**37.99**

Total this Task **$4,577.99**

Task 0003 North Granger Blvd Due Diligence
Professional Fees

	Hours	Rate	Amount	
Danson, Donald	10.00	130.00	1,300.00	
Tiemann, Douglas	8.00	190.00	1,520.00	
	18.00		2,820.00	
				2,820.00

Total this Task **$2,820.00**

Amount Due This Invoice **$7,397.99**

Remit to:
Civil & Environmental Consultants Inc.
P.O. Box 644246
Pittsburgh, PA 15264-4246

Payment Terms: Net 30 Days, 1.5% Interest Per Month on Past Due Balances

PARTIAL WAIVER OF LIEN

STATE OF MISSOURI

To All Whom It May Concern:

WHEREAS, Civil & Environmental Consultants, Inc. has been employed by:

NT Home Builders, LLC

To furnish Engineering /Surveying services along with miscellaneous expenses needed on project known as: New Town at St. Charles

For service billed on invoice(s) 362839

For and in consideration of payment of the sum $7,397.99 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, know ye that Civil & Environmental Consultants, Inc. does hereby conditionally waive and release any and all lien and claim to right to lien, on above described project (building, and/or real estate) under the Statutes of the State of Missouri relating to Mechanics' Liens, on account of labor or materials, or both heretofore furnished by Civil & Environmental, Inc. on said project. The condition of this waiver will be final and absolute upon receipt of all project financial retainage by Civil & Environmental Consultants, Inc.

Contractor represents and warrants that it has not employed any subcontractor, supplier and no others to furnish labor, services, materials, fixtures, apparatus or machinery, or any other assistance in performing its work.

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

BY: Douglas S. Siemann

DATE: 7/14/2023

CASH ONLY IF ALL CHECKLOCK SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

NT Homebuilders LLC
3333-4 Rue Royale
St. Charles, MO 63301

CENTRAL BANK OF ST. LOUIS
80-460/810

30763

5/21/2023

PAY TO THE ORDER OF Civil & Enviromental Consultants, Inc. $ **13,218.93

Thirteen Thousand Two Hundred Eighteen and 93/100********** DOLLARS

Civil & Enviromental Consultants, Inc.
P.O. Box 644246
Pittsburgh, PA 15264-4246

PROTECTED AGAINST FRAUD

MEMO

⑈030763⑈ ⑆081004601⑆ ⑈129600322⑈

Details on Back

Intuit® CheckLock™ Secure Check

NT Homebuilders LLC

Civil & Enviromental Consultants, Inc.

30763

5/21/2023

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
5/14/2023	Bill	Invoice 359598	1,625.00	1,625.00		1,625.00
5/14/2023	Bill	Invoice 359597	9,558.93	9,558.93		9,558.93
5/14/2023	Bill	Invoice 359588	985.00	985.00		985.00
5/17/2023	Bill	Invoice 359671	350.00	350.00		350.00
5/17/2023	Bill	Invoice 359669	350.00	350.00		350.00
5/17/2023	Bill	Invoice 359428	350.00	350.00		350.00
					Check Amount	13,218.93

First National Bank C 13,218.93

NT Homebuilders LLC

Civil & Enviromental Consultants, Inc.

30763

5/21/2023

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
5/14/2023	Bill	Invoice 359598	1,625.00	1,625.00		1,625.00
5/14/2023	Bill	Invoice 359597	9,558.93	9,558.93		9,558.93
5/14/2023	Bill	Invoice 359588	985.00	985.00		985.00
5/17/2023	Bill	Invoice 359671	350.00	350.00		350.00
5/17/2023	Bill	Invoice 359669	350.00	350.00		350.00
5/17/2023	Bill	Invoice 359428	350.00	350.00		350.00
					Check Amount	13,218.93

First National Bank C 13,218.93

PAYMENT RECORD

Invoice

Civil & Environmental Consultants, Inc.
Phone: 412-429-2324 | Fax: 412-429-2114
www.cecinc.com

Greg Whittaker
NT Home Builders, LLC
3333-4 Rue Royale
St. Charles, MO 63301

May 8, 2023
Project No: 320-680
Invoice No: 359597

Project 320-680 New Town at St. Charles (PRS #02243.NTHB.09R)
Professional Services through April 22, 2023

Task 0001 Misc Engineering Requests & drawings

Professional Fees

		Hours	Rate	Amount	
Bax, Ryan		3.50	110.00	385.00	
Catlett, Timothy		4.00	120.00	480.00	
Danson, Donald		23.00	130.00	2,990.00	
Danson, Donald	Ovt	8.00	130.00	1,040.00	
Merideth, Greg		1.50	165.00	247.50	
Mundwiller, Stanley		9.50	130.00	1,235.00	
Norton, Audrey		.50	85.00	42.50	
Tiemann, Douglas		15.50	190.00	2,945.00	
		65.50		9,365.00	
					9,365.00

Reimbursable Expenses

Mileage

4/14/2023	Norton, Audrey	Mileage		3.93	
	Total Reimbursables		**1.0 times**	**3.93**	**3.93**

Total this Task **$9,368.93**

Task 0003 North Granger Blvd Due Diligence

Professional Fees

	Hours	Rate	Amount	
Tiemann, Douglas	1.00	190.00	190.00	
	1.00		190.00	
				190.00

Total this Task **$190.00**

Amount Due This Invoice **$9,558.93**

Remit to:
Civil & Environmental Consultants Inc.
P.O. Box 644246
Pittsburgh, PA 15264-4246

Payment Terms: Net 30 Days, 1.5% Interest Per Month on Past Due Balances

PARTIAL WAIVER OF LIEN

STATE OF MISSOURI

To All Whom It May Concern:

WHEREAS, Civil & Environmental Consultants, Inc. has been employed by:

NT Home Builders, LLC

To furnish Engineering /Surveying services along with miscellaneous expenses needed on project known as: New Town at St. Charles

For service billed on invoice(s) 359597

For and in consideration of payment of the sum $9,558.93 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, know ye that Civil & Environmental Consultants, Inc. does hereby conditionally waive and release any and all lien and claim to right to lien, on above described project (building, and/or real estate) under the Statutes of the State of Missouri relating to Mechanics' Liens, on account of labor or materials, or both heretofore furnished by Civil & Environmental, Inc. on said project. The condition of this waiver will be final and absolute upon receipt of all project financial retainage by Civil & Environmental Consultants, Inc.

Contractor represents and warrants that it has not employed any subcontractor, supplier and no others to furnish labor, services, materials, fixtures, apparatus or machinery, or any other assistance in performing its work.

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

BY: Douglas S. Siemann

DATE: 5/23/2023

NT Homebuilders LLC
3333-4 Rue Royale
St. Charles, MO 63301

CENTRAL BANK OF ST. LOUIS
80-460/810

30527

4/5/2023

PAY TO THE ORDER OF Civil & Enviromental Consultants, Inc.

$ **23,531.43

Twenty-Three Thousand Five Hundred Thirty-One and 43/100**********

DOLLARS

Civil & Enviromental Consultants, Inc.
P.O. Box 644246
Pittsburgh, PA 15264-4246

MEMO

⑈030527⑈ ⑆081004601⑆ ⑈1296003221⑈

NT Homebuilders LLC

Civil & Enviromental Consultants, Inc.

30527

4/5/2023

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
3/31/2023	Bill	Invoice 354048	6,201.43	6,201.43		6,201.43
3/31/2023	Bill	Invoice 354024	9,750.00	9,750.00		9,750.00
3/31/2023	Bill	Invoice 354236	1,285.00	1,285.00		1,285.00
3/31/2023	Bill	Invoice 354235	2,185.00	2,185.00		2,185.00
3/31/2023	Bill	Invoice 354234	4,110.00	4,110.00		4,110.00
					Check Amount	23,531.43

First National Bank C

23,531.43

NT Homebuilders LLC

Civil & Enviromental Consultants, Inc.

30527

4/5/2023

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
3/31/2023	Bill	Invoice 354048	6,201.43	6,201.43		6,201.43
3/31/2023	Bill	Invoice 354024	9,750.00	9,750.00		9,750.00
3/31/2023	Bill	Invoice 354236	1,285.00	1,285.00		1,285.00
3/31/2023	Bill	Invoice 354235	2,185.00	2,185.00		2,185.00
3/31/2023	Bill	Invoice 354234	4,110.00	4,110.00		4,110.00
					Check Amount	23,531.43

First National Bank C

23,531.43

PAYMENT RECORD

Invoice

Civil & Environmental Consultants, Inc.
Phone: 412-429-2324 | Fax: 412-429-2114
www.cecinc.com

Greg Whittaker
NT Home Builders, LLC
3333-4 Rue Royale
St. Charles, MO 63301

March 15, 2023
Project No: 320-680
Invoice No: 354048

Project 320-680 New Town at St. Charles (PRS #02243.NTHB.09R)
Professional Services through February 25, 2023

Task 0001 Misc Engineering Requests & drawings
Professional Fees

	Hours	Rate	Amount	
Bax, Ryan	4.00	110.00	440.00	
Briscoe, Kaycie	.50	85.00	42.50	
Danson, Donald	30.50	130.00	3,965.00	
Tiemann, Douglas	4.00	190.00	760.00	
	39.00		5,207.50	
				5,207.50
Unit Billing				
Vehicle Mileage ($0.655)		6.0 Miles @ 0.655	3.93	
Total Units		**1.0 times**	**3.93**	**3.93**
			Total this Task	**$5,211.43**

Task 0003 North Granger Blvd Due Diligence
Professional Fees

	Hours	Rate	Amount	
Tiemann, Douglas	2.00	190.00	380.00	
	2.00		380.00	
				380.00
			Total this Task	**$380.00**

Task AW00 All Work
Professional Fees

	Hours	Rate	Amount	
Catlett, Timothy	4.00	120.00	480.00	
Mundwiller, Stanley	1.00	130.00	130.00	
	5.00		610.00	
				610.00
			Total this Task	**$610.00**
			Amount Due This Invoice	**$6,201.43**

PARTIAL WAIVER OF LIEN

STATE OF MISSOURI

To All Whom It May Concern:

WHEREAS, Civil & Environmental Consultants, Inc. has been employed by:

NT Home Builders, LLC

To furnish Engineering /Surveying services along with miscellaneous expenses needed on project known as: New Town at St. Charles

For service billed on invoice(s) 354048

For and in consideration of payment of the sum $6,201.43 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, know ye that Civil & Environmental Consultants, Inc. does hereby conditionally waive and release any and all lien and claim to right to lien, on above described project (building, and/or real estate) under the Statutes of the State of Missouri relating to Mechanics' Liens, on account of labor or materials, or both heretofore furnished by Civil & Environmental, Inc. on said project. The condition of this waiver will be final and absolute upon receipt of all project financial retainage by Civil & Environmental Consultants, Inc.

Contractor represents and warrants that it has not employed any subcontractor, supplier and no others to furnish labor, services, materials, fixtures, apparatus or machinery, or any other assistance in performing its work.

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

BY: Douglas S. Siemann

DATE: 4/5/2023

NT Homebuilders LLC
3333-4 Rue Royale
St. Charles, MO 63301

CENTRAL BANK OF ST. LOUIS
80-460/810

30271

2/12/2023

PAY TO THE ORDER OF Civil & Enviromental Consultants, Inc. $ **23,119.75

Twenty-Three Thousand One Hundred Nineteen and 75/100********** DOLLARS

Civil & Enviromental Consultants, Inc.
P.O. Box 644246
Pittsburgh, PA 15264-4246

MEMO

⑈030271⑈ ⑆081004601⑆ ⑈1296003221⑈

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Intuit® CheckLock™ Secure Check

NT Homebuilders LLC
Civil & Enviromental Consultants, Inc.

30271

2/12/2023

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
1/29/2023	Bill	Invoice 348598	350.00	350.00		350.00
1/29/2023	Bill	Invoice 348595	350.00	350.00		350.00
1/29/2023	Bill	Invoice 343266	300.00	300.00		300.00
1/29/2023	Bill	Invoice 343265	300.00	300.00		300.00
2/5/2023	Bill	Invoice 343267	300.00	300.00		300.00
2/5/2023	Bill	Invoice 343268	300.00	300.00		300.00
2/5/2023	Bill	Invoice 341946	300.00	300.00		300.00
2/9/2023	Bill	Invoice 348712	5,467.25	5,467.25		5,467.25
2/9/2023	Bill	Invoice 348730	10,442.50	10,442.50		10,442.50
2/9/2023	Bill	Invoice 348744	5,010.00	5,010.00		5,010.00
					Check Amount	23,119.75

First National Bank C

23,119.75

NT Homebuilders LLC
Civil & Enviromental Consultants, Inc.

30271

2/12/2023

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
1/29/2023	Bill	Invoice 348598	350.00	350.00		350.00
1/29/2023	Bill	Invoice 348595	350.00	350.00		350.00
1/29/2023	Bill	Invoice 343266	300.00	300.00		300.00
1/29/2023	Bill	Invoice 343265	300.00	300.00		300.00
2/5/2023	Bill	Invoice 343267	300.00	300.00		300.00
2/5/2023	Bill	Invoice 343268	300.00	300.00		300.00
2/5/2023	Bill	Invoice 341946	300.00	300.00		300.00
2/9/2023	Bill	Invoice 348712	5,467.25	5,467.25		5,467.25
2/9/2023	Bill	Invoice 348730	10,442.50	10,442.50		10,442.50
2/9/2023	Bill	Invoice 348744	5,010.00	5,010.00		5,010.00
					Check Amount	23,119.75

First National Bank C

23,119.75

PAYMENT RECORD

Invoice

Pickett Ray & Silver
Part of Civil & Environmental Consultants, Inc. (CEC)
Phone: 412-429-2324 | Fax: 412-429-2114
www.cecinc.com

Greg Whittaker
NT Home Builders, LLC
3333-4 Rue Royale
St. Charles, MO 63301

January 19, 2023
Project No: 320-680
Invoice No: 348744

Project 320-680 New Town at St. Charles (PRS #02243.NTHB.09R)
Professional Services through December 31, 2022

Task 0001 Misc Engineering Requests & drawings
Professional Fees

		Hours	Rate	Amount	
Danson, Donald		16.00	130.00	2,080.00	
Danson, Donald	Ovt	5.00	130.00	650.00	
Tiemann, Douglas		9.00	190.00	1,710.00	
		30.00		4,440.00	
					4,440.00
			Total this Task		**$4,440.00**

Task 0003 North Granger Blvd Due Diligence
Professional Fees

	Hours	Rate	Amount	
Tiemann, Douglas	3.00	190.00	570.00	
	3.00		570.00	
				570.00
		Total this Task		**$570.00**

Amount Due This Invoice **$5,010.00**

Remit to:
Civil & Environmental Consultants Inc.
P.O. Box 644246
Pittsburgh, PA 15264-4246

Payment Terms: Net 30 Days, 1.5% Interest Per Month on Past Due Balances

PARTIAL WAIVER OF LIEN

STATE OF MISSOURI

To All Whom It May Concern:

WHEREAS, Civil & Environmental Consultants, Inc. has been employed by:

NT Home Builders, LLC

To furnish Engineering /Surveying services along with miscellaneous expenses needed on project known as: New Town at St. Charles

For service billed on invoice(s) 348744

For and in consideration of payment of the sum $5,010.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, know ye that Civil & Environmental Consultants, Inc. does hereby conditionally waive and release any and all lien and claim to right to lien, on above described project (building, and/or real estate) under the Statutes of the State of Missouri relating to Mechanics' Liens, on account of labor or materials, or both heretofore furnished by Civil & Environmental, Inc. on said project. The condition of this waiver will be final and absolute upon receipt of all project financial retainage by Civil & Environmental Consultants, Inc.

Contractor represents and warrants that it has not employed any subcontractor, supplier and no others to furnish labor, services, materials, fixtures, apparatus or machinery, or any other assistance in performing its work.

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

BY: Douglas S. Siemann

DATE: 2/13/2023

...ITIONS LISTED ON BACK INDICATE NO TAMPERING OR COPYING

NT Homebuilders LLC
3333-4 Rue Royale
St. Charles, MO 63301

CENTRAL BANK OF ST. LOUIS
80-460/810

30198

1/28/2023

PAY TO THE ORDER OF Civil & Enviromental Consultants, Inc. $ **18,028.75

Eighteen Thousand Twenty-Eight and 75/100**********

Civil & Enviromental Consultants, Inc. PROTECTED AGAINST FRAUD DOLLARS
P.O. Box 644246
Pittsburgh, PA 15264-4246

MEMO

⑈030198⑈ ⑆081004601⑆ ⑈129600322⑈

NT Homebuilders LLC

Civil & Enviromental Consultants, Inc. 30198

1/28/2023

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
1/13/2023	Bill	Invoice 345905	12,568.75	12,568.75		12,568.75
1/13/2023	Bill	Invoice 345901	3,060.00	3,060.00		3,060.00
1/23/2023	Bill	Invoice 344225	300.00	300.00		300.00
1/23/2023	Bill	Invoice 31945	300.00	300.00		300.00
1/23/2023	Bill	Invoice 341940	300.00	300.00		300.00
1/23/2023	Bill	Invoice 342754	300.00	300.00		300.00
1/23/2023	Bill	Invoice 342753	300.00	300.00		300.00
1/23/2023	Bill	Invoice 342750	300.00	300.00		300.00
1/23/2023	Bill	Invoice 342747	300.00	300.00		300.00
1/23/2023	Bill	Invoice 342746	300.00	300.00		300.00
					Check Amount	18,028.75

First National Bank C

18,028.75

NT Homebuilders LLC

Civil & Enviromental Consultants, Inc. 30198

1/28/2023

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
1/13/2023	Bill	Invoice 345905	12,568.75	12,568.75		12,568.75
1/13/2023	Bill	Invoice 345901	3,060.00	3,060.00		3,060.00
1/23/2023	Bill	Invoice 344225	300.00	300.00		300.00
1/23/2023	Bill	Invoice 31945	300.00	300.00		300.00
1/23/2023	Bill	Invoice 341940	300.00	300.00		300.00
1/23/2023	Bill	Invoice 342754	300.00	300.00		300.00
1/23/2023	Bill	Invoice 342753	300.00	300.00		300.00
1/23/2023	Bill	Invoice 342750	300.00	300.00		300.00
1/23/2023	Bill	Invoice 342747	300.00	300.00		300.00
1/23/2023	Bill	Invoice 342746	300.00	300.00		300.00
					Check Amount	18,028.75

First National Bank C

18,028.75

PAYMENT RECORD

© 2021 INTUIT INC. 1-800-433-8810

10529

Invoice

Pickett Ray & Silver
Part of Civil & Environmental Consultants, Inc. (CEC)
Phone: 412-429-2324 | Fax: 412-429-2114
www.cecinc.com

Greg Whittaker
NT Home Builders, LLC
3333-4 Rue Royale
St. Charles, MO 63301

December 27, 2022
Project No: 320-680
Invoice No: 345905

Project 320-680 New Town at St. Charles (PRS #02243.NTHB.09R)
Professional Services through December 3, 2022

Task 0001 Misc Engineering Requests & drawings
Professional Fees

		Hours	Rate	Amount	
Danson, Donald		43.00	130.00	5,590.00	
Danson, Donald	Ovt	6.00	130.00	780.00	
Merideth, Greg		3.00	165.00	495.00	
Mundwiller, Stanley		7.00	130.00	910.00	
Tiemann, Douglas		21.00	190.00	3,990.00	
		80.00		11,765.00	
					11,765.00

Reimbursable Expenses

Mileage					
12/1/2022	Norton, Audrey	Mileage		3.75	
Application/submittal costs					
12/1/2022	Town of St. Charles			135.00	
	Total Reimbursables		**1.0 times**	**138.75**	**138.75**

Total this Task **$11,903.75**

Task 0003 North Granger Blvd Due Diligence
Professional Fees

	Hours	Rate	Amount	
Tiemann, Douglas	3.50	190.00	665.00	
	3.50		665.00	
				665.00

Total this Task **$665.00**

Amount Due This Invoice **$12,568.75**

Remit to:
Civil & Environmental Consultants Inc.
P.O. Box 644246
Pittsburgh, PA 15264-4246

Payment Terms: Net 30 Days, 1.5% Interest Per Month on Past Due Balances

PARTIAL WAIVER OF LIEN

STATE OF MISSOURI

To All Whom It May Concern:

WHEREAS, Civil and Environmental Consultants, Inc. has been employed by:

NT Home Builders, LLC

To furnish Engineering /Surveying services along with miscellaneous expenses needed on project known as: New Town at St. Charles

For service billed on invoice(s) 345905

For and in consideration of payment of the sum $12,568.75 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, know ye that Civil and Environmental Consultants, Inc. does hereby conditionally waive and release any and all lien and claim to right to lien, on above described project (building, and/or real estate) under the Statutes of the State of Missouri relating to Mechanics' Liens, on account of labor or materials, or both heretofore furnished by Civil and Environmental Consultants, Inc. on said project. The condition of this waiver will be final and absolute upon receipt of all project financial retainage by Civil and Environmental Consultants, Inc.

Contractor represents and warrants that it has not employed any subcontractor, supplier and no others to furnish labor, services, materials, fixtures, apparatus or machinery, or any other assistance in performing its work.

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

BY: Douglas S. Siemann

DATE: 1/31/2023

NT Homebuilders LLC
3333-4 Rue Royale
St. Charles, MO 63301

CENTRAL BANK OF ST. LOUIS
80-460/810

30137

1/12/2023

PAY TO THE ORDER OF Civil & Enviromental Consultants, Inc. $ **52,258.75

Fifty-Two Thousand Two Hundred Fifty-Eight and 75/100**********DOLLARS

Civil & Enviromental Consultants, Inc.
P.O. Box 644246
Pittsburgh, PA 15264-4246

MEMO

⑈030137⑈ ⑆081004601⑆ ⑈1296003 22⑈

Details on Back

Intuit® CheckLock™ Secure Check

NT Homebuilders LLC

30137

Civil & Enviromental Consultants, Inc.

1/12/2023

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
12/17/2022	Bill	Invoice 343009	14,560.00	14,560.00		14,560.00
12/17/2022	Bill	Invoice 342804	8,563.75	8,563.75		8,563.75
12/17/2022	Bill	Invoice 342854	380.00	380.00		380.00
12/17/2022	Bill	Invoice 342940	16,620.00	16,620.00		16,620.00
12/28/2022	Bill	Invoice 344224	300.00	300.00		300.00
1/4/2023	Bill	Invoice 345392	9,735.00	9,735.00		9,735.00
1/6/2023	Bill	Invoice 341947	300.00	300.00		300.00
1/6/2023	Bill	Invoice 341949	300.00	300.00		300.00
1/6/2023	Bill	Invoice 343264	300.00	300.00		300.00
1/6/2023	Bill	Invoice 343262	300.00	300.00		300.00
1/6/2023	Bill	Invoice 343261	300.00	300.00		300.00
1/6/2023	Bill	Invoice 343260	300.00	300.00		300.00
1/6/2023	Bill	Invoice 341950	300.00	300.00		300.00
					Check Amount	52,258.75

First National Bank C 52,258.75

NT Homebuilders LLC

30137

Civil & Enviromental Consultants, Inc.

1/12/2023

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
12/17/2022	Bill	Invoice 343009	14,560.00	14,560.00		14,560.00
12/17/2022	Bill	Invoice 342804	8,563.75	8,563.75		8,563.75
12/17/2022	Bill	Invoice 342854	380.00	380.00		380.00
12/17/2022	Bill	Invoice 342940	16,620.00	16,620.00		16,620.00
12/28/2022	Bill	Invoice 344224	300.00	300.00		300.00
1/4/2023	Bill	Invoice 345392	9,735.00	9,735.00		9,735.00
1/6/2023	Bill	Invoice 341947	300.00	300.00		300.00
1/6/2023	Bill	Invoice 341949	300.00	300.00		300.00
1/6/2023	Bill	Invoice 343264	300.00	300.00		300.00
1/6/2023	Bill	Invoice 343262	300.00	300.00		300.00
1/6/2023	Bill	Invoice 343261	300.00	300.00		300.00
1/6/2023	Bill	Invoice 343260	300.00	300.00		300.00
1/6/2023	Bill	Invoice 341950	300.00	300.00		300.00
					Check Amount	52,258.75

First National Bank C 52,258.75

PAYMENT RECORD

Invoice

Pickett Ray & Silver
Part of Civil & Environmental Consultants, Inc. (CEC)
Phone: 412-429-2324 | Fax: 412-429-2114
www.cecinc.com

Greg Whittaker
NT Home Builders, LLC
3333-4 Rue Royale
St. Charles, MO 63301

November 30, 2022
Project No: 320-680
Invoice No: 342940

Project 320-680 New Town at St. Charles (PRS #02243.NTHB.09R)
Professional Services through November 5, 2022

Task 0001 Misc Engineering Requests & drawings
Professional Fees

		Hours	Rate	Amount	
Danson, Donald		83.00	130.00	10,790.00	
Danson, Donald	Ovt	5.00	130.00	650.00	
Mundwiller, Stanley		1.50	130.00	195.00	
Simpson, Bradley		1.50	120.00	180.00	
Tiemann, Douglas		17.50	190.00	3,325.00	
		108.50		15,140.00	
					15,140.00
			Total this Task		$15,140.00

Task 0003 North Granger Blvd Due Diligence
Professional Fees

	Hours	Rate	Amount	
Tiemann, Douglas	4.00	190.00	760.00	
	4.00		760.00	
				760.00
		Total this Task		$760.00

Task AW00 All Work
Professional Fees

	Hours	Rate	Amount	
Catlett, Timothy	6.00	120.00	720.00	
	6.00		720.00	
				720.00
		Total this Task		$720.00
		Amount Due This Invoice		$16,620.00

PARTIAL WAIVER OF LIEN

STATE OF MISSOURI

To All Whom It May Concern:

WHEREAS, Civil and Environmental Consultants, Inc. has been employed by:

NT Home Builders, LLC

To furnish Engineering /Surveying services along with miscellaneous expenses needed on project known as: New Town at St. Charles

For service billed on invoice(s) 342940

For and in consideration of payment of the sum $16,620.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, know ye that Civil and Environmental Consultants, Inc. does hereby conditionally waive and release any and all lien and claim to right to lien, on above described project (building, and/or real estate) under the Statutes of the State of Missouri relating to Mechanics' Liens, on account of labor or materials, or both heretofore furnished by Civil and Environmental, Inc. on said project. The condition of this waiver will be final and absolute upon receipt of all project financial retainage by Civil and Environmental Consultants, Inc.

Contractor represents and warrants that it has not employed any subcontractor, supplier and no others to furnish labor, services, materials, fixtures, apparatus or machinery, or any other assistance in performing its work.

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

BY: Douglas S. Siemann

DATE: 1/12/2023

NT Homebuilders LLC
3333-4 Rue Royale
St. Charles, MO 63301

CENTRAL BANK OF ST. LOUIS
80-460/810

29870

11/17/2022

PAY TO THE ORDER OF Civil & Enviromental Consultants, Inc.

$ **32,857.89

Thirty-Two Thousand Eight Hundred Fifty-Seven and 89/100**********

DOLLARS

Civil & Enviromental Consultants, Inc.
P.O. Box 644246
Pittsburgh, PA 15264-4246

A PROTECTED AGAINST FRAUD A

MEMO

© 2021 INTUIT INC. 1-800-433-8810

⑈029870⑈ ⑆081004601⑆ ⑈1296003221⑈

NT Homebuilders LLC
Civil & Enviromental Consultants, Inc.

Date	Type	Reference	Original Amt.	Balance Due	11/17/2022 Discount	29870 Payment
11/10/2022	Bill	Invoice 334456	350.00	350.00		350.00
11/10/2022	Bill	Invoice 336788	350.00	350.00		350.00
11/10/2022	Bill	Invoice 334457	350.00	350.00		350.00
11/10/2022	Bill	Invoice 334459	350.00	350.00		350.00
11/10/2022	Bill	Invoice 339541	1,605.00	1,605.00		1,605.00
11/10/2022	Bill	Invoice 339523	3,480.00	3,480.00		3,480.00
11/10/2022	Bill	Invoice 339506	17,842.50	17,842.50		17,842.50
11/10/2022	Bill	Invoice 339484	6,915.39	6,915.39		6,915.39
11/13/2022	Bill	Invoice 339748	1,615.00	1,615.00		1,615.00
					Check Amount	32,857.89

First National Bank C

32,857.89

NT Homebuilders LLC
Civil & Enviromental Consultants, Inc.

Date	Type	Reference	Original Amt.	Balance Due	11/17/2022 Discount	29870 Payment
11/10/2022	Bill	Invoice 334456	350.00	350.00		350.00
11/10/2022	Bill	Invoice 336788	350.00	350.00		350.00
11/10/2022	Bill	Invoice 334457	350.00	350.00		350.00
11/10/2022	Bill	Invoice 334459	350.00	350.00		350.00
11/10/2022	Bill	Invoice 339541	1,605.00	1,605.00		1,605.00
11/10/2022	Bill	Invoice 339523	3,480.00	3,480.00		3,480.00
11/10/2022	Bill	Invoice 339506	17,842.50	17,842.50		17,842.50
11/10/2022	Bill	Invoice 339484	6,915.39	6,915.39		6,915.39
11/13/2022	Bill	Invoice 339748	1,615.00	1,615.00		1,615.00
					Check Amount	32,857.89

First National Bank C

32,857.89

10529

105291

Invoice

Pickett Ray & Silver
Part of Civil & Environmental Consultants, Inc. (CEC)
Phone: 412-429-2324 | Fax: 412-429-2114
www.cecinc.com

Greg Whittaker
NT Home Builders, LLC
3333-4 Rue Royale
St. Charles, MO 63301

October 31, 2022
Project No: 320-680
Invoice No: 339506

Project 320-680 New Town at St. Charles (PRS #02243.NTHB.09R)
Professional Services through October 8, 2022

Task 0001 Misc Engineering Requests & drawings
Professional Fees

		Hours	Rate	Amount	
Catlett, Timothy		2.50	120.00	300.00	
Danson, Donald		72.50	130.00	9,425.00	
Danson, Donald	Ovt	12.00	130.00	1,560.00	
Ganey, Stephen		7.50	110.00	825.00	
Merideth, Greg		2.50	165.00	412.50	
Tiemann, Douglas		27.00	190.00	5,130.00	
		124.00		17,652.50	
					17,652.50
			Total this Task		**$17,652.50**

Task 0003 North Granger Blvd Due Diligence
Professional Fees

		Hours	Rate	Amount	
Tiemann, Douglas		1.00	190.00	190.00	
		1.00		190.00	
					190.00
			Total this Task		**$190.00**

Amount Due This Invoice **$17,842.50**

Remit to:
Civil & Environmental Consultants Inc.
P.O. Box 644246
Pittsburgh, PA 15264-4246

Payment Terms: Net 30 Days, 1.5% Interest Per Month on Past Due Balances

PARTIAL WAIVER OF LIEN

STATE OF MISSOURI

To All Whom It May Concern:

WHEREAS, Civil and Environmental Consultants, Inc. has been employed by:

NT Home Builders, LLC

To furnish Engineering /Surveying services along with miscellaneous expenses needed on project known as: New Town at St. Charles

For service billed on invoice(s) 339506

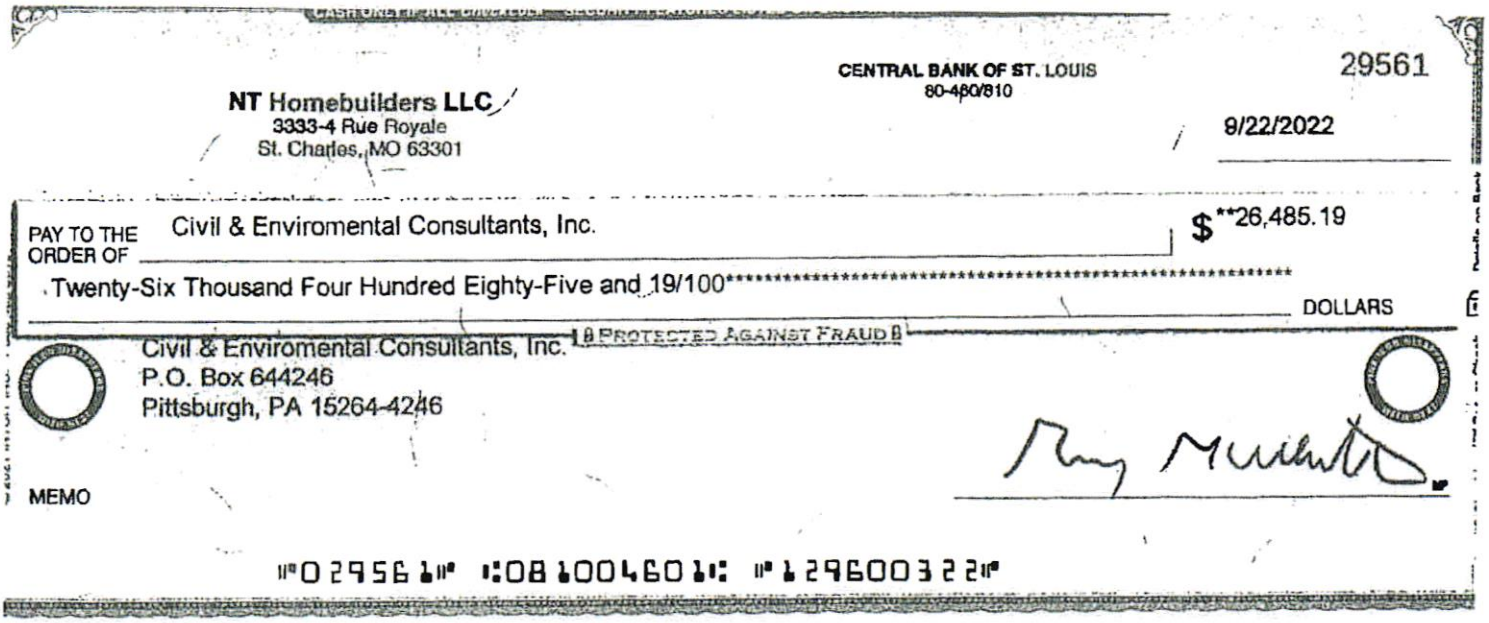
For and in consideration of payment of the sum $17,842.50 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, know ye that Civil and Environmental Consultants, Inc. does hereby conditionally waive and release any and all lien and claim to right to lien, on above described project (building, and/or real estate) under the Statutes of the State of Missouri relating to Mechanics' Liens, on account of labor or materials, or both heretofore furnished by Civil and Environmental Consultants, Inc. on said project. The condition of this waiver will be final and absolute upon receipt of all project financial retainage by Civil and Environmental Consultants, Inc.

Contractor represents and warrants that it has not employed any subcontractor, supplier and no others to furnish labor, services, materials, fixtures, apparatus or machinery, or any other assistance in performing its work.

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

BY: Douglas L. Tiemann

DATE: 11/17/2022



NT Homebuilders LLC
3333-4 Rue Royale
St. Charles, MO 63301

CENTRAL BANK OF ST. LOUIS
80-480/810

29561

9/22/2022

PAY TO THE ORDER OF Civil & Enviromental Consultants, Inc.

$**26,485.19

Twenty-Six Thousand Four Hundred Eighty-Five and 19/100********** DOLLARS

Civil & Enviromental Consultants, Inc.
P.O. Box 644246
Pittsburgh, PA 15264-4246

PROTECTED AGAINST FRAUD

MEMO

⑈029561⑈ ⑆081004601⑆ ⑈1296003221⑈

NT Homebuilders LLC
Civil & Enviromental Consultants, Inc.

9/22/2022

29561

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
8/24/2022	Bill	Invoice 328444	300.00	300.00		300.00
8/27/2022	Bill	Invoice 328443	300.00	300.00		300.00
8/27/2022	Bill	Invoice 328442	300.00	300.00		300.00
8/31/2022	Bill	Invoice 331984	3,340.00	3,340.00		3,340.00
8/31/2022	Bill	Invoice 328441	300.00	300.00		300.00
8/31/2022	Bill	Invoice 331866	350.00	350.00		350.00
9/14/2022	Bill	Invoice 333283	10,542.50	10,542.50		10,542.50
9/14/2022	Bill	Invoice 333359	10,752.69	10,752.69		10,752.69
9/21/2022	Bill	Invoice 334228	300.00	300.00		300.00
					Check Amount	26,485.19

First National Bank C

26,485.19

NT Homebuilders LLC
Civil & Enviromental Consultants, Inc.

9/22/2022

29561

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
8/24/2022	Bill	Invoice 328444	300.00	300.00		300.00
8/27/2022	Bill	Invoice 328443	300.00	300.00		300.00
8/27/2022	Bill	Invoice 328442	300.00	300.00		300.00
8/31/2022	Bill	Invoice 331984	3,340.00	3,340.00		3,340.00
8/31/2022	Bill	Invoice 328441	300.00	300.00		300.00
8/31/2022	Bill	Invoice 331866	350.00	350.00		350.00
9/14/2022	Bill	Invoice 333283	10,542.50	10,542.50		10,542.50
9/14/2022	Bill	Invoice 333359	10,752.69	10,752.69		10,752.69
9/21/2022	Bill	Invoice 334228	300.00	300.00		300.00
					Check Amount	26,485.19

First National Bank C

26,485.19

Rev 6.21

Invoice

Pickett Ray & Silver
Part of Civil & Environmental Consultants, Inc. (CEC)
Phone: 412-429-2324 | Fax: 412-429-2114
www.cecinc.com

Greg Whittaker
NT Home Builders, LLC
3333-4 Rue Royale
St. Charles, MO 63301

September 6, 2022
Project No: 320-680
Invoice No: 333359

Project 320-680 New Town at St. Charles (PRS #02243.NTHB.09R)
Professional Services through August 13, 2022

Task 0001 Misc Engineering Requests & drawings

Professional Fees

		Hours	Rate	Amount	
Catlett, Timothy		3.50	120.00	420.00	
Danson, Donald		33.50	130.00	4,355.00	
Danson, Donald	Ovt	.50	130.00	65.00	
Scheidt, Will		1.50	120.00	180.00	
Tiemann, Douglas		21.00	190.00	3,990.00	
		60.00		9,010.00	
					9,010.00

Reimbursable Expenses

Application/submittal costs

7/1/2022	Giaimo, Vicki	Site Imp Plans Review Fee	127.69	
	Total Reimbursables	**1.0 times**	127.69	**127.69**

Total this Task **$9,137.69**

Task 0003 North Granger Blvd Due Diligence

Professional Fees

	Hours	Rate	Amount	
Tiemann, Douglas	8.50	190.00	1,615.00	
	8.50		1,615.00	
				1,615.00

Total this Task **$1,615.00**

Amount Due This Invoice **$10,752.69**

Remit to:
Civil & Environmental Consultants Inc.
P.O. Box 644246
Pittsburgh, PA 15264-4246

Payment Terms: Net 30 Days, 1.5% Interest Per Month on Past Due Balances

PARTIAL WAIVER OF LIEN

STATE OF MISSOURI

To All Whom It May Concern:

WHEREAS, Pickett, Ray & Silver, Inc., part of Civil and Environmental Consultants, Inc. has been employed by:

NT Home Builders, LLC

To furnish Engineering /Surveying services along with miscellaneous expenses needed on project known as: New Town at St. Charles

For service billed on invoice(s) 333359

For and in consideration of payment of the sum $10,752.69 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, know ye that Pickett, Ray & Silver, Inc. does hereby conditionally waive and release any and all lien and claim to right to lien, on above described project (building, and/or real estate) under the Statutes of the State of Missouri relating to Mechanics' Liens, on account of labor or materials, or both heretofore furnished by Pickett, Ray & Silver, Inc. on said project. The condition of this waiver will be final and absolute upon receipt of all project financial retainage by Pickett, Ray & Silver, Inc.

Contractor represents and warrants that it has not employed any subcontractor, supplier and no others to furnish labor, services, materials, fixtures, apparatus or machinery, or any other assistance in performing its work.

PICKETT, RAY & SILVER, INC., PART OF CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

BY: Douglas S. Iremann

DATE: 9/22/2022

NT Homebuilders LLC
3333-4 Rue Royale
St. Charles, MO 63301

CENTRAL BANK OF ST. LOUIS
80-460/810

29376

8/23/2022

PAY TO THE ORDER OF Civil & Enviromental Consultants, Inc.

$ **30,209.60

Thirty Thousand Two Hundred Nine and 60/100**********

DOLLARS

Civil & Enviromental Consultants, Inc.
P.O. Box 644246
Pittsburgh, PA 15264-4246

MEMO

⑈029376⑈ ⑆081004601⑆ ⑈1296003 22⑈

NT Homebuilders LLC
Civil & Enviromental Consultants, Inc.

8/23/2022 — 29376

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
8/14/2022	Bill	Invoice 321742	350.00	350.00		350.00
8/14/2022	Bill	Invoice 321743	350.00	350.00		350.00
8/14/2022	Bill	Invoice 321746	350.00	350.00		350.00
8/14/2022	Bill	Invoice 329662	350.00	350.00		350.00
8/14/2022	Bill	Invoice 330052	2,615.85	2,615.85		2,615.85
8/14/2022	Bill	Invoice 330211	9,208.75	9,208.75		9,208.75
8/14/2022	Bill	Invoice 330182	16,335.00	16,335.00		16,335.00
8/21/2022	Bill	Invoice 320602	300.00	300.00		300.00
8/21/2022	Bill	Invoice 330838	350.00	350.00		350.00
					Check Amount	30,209.60

First National Bank C — 30,209.60

NT Homebuilders LLC
Civil & Enviromental Consultants, Inc.

8/23/2022 — 29376

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
8/14/2022	Bill	Invoice 321742	350.00	350.00		350.00
8/14/2022	Bill	Invoice 321743	350.00	350.00		350.00
8/14/2022	Bill	Invoice 321746	350.00	350.00		350.00
8/14/2022	Bill	Invoice 329662	350.00	350.00		350.00
8/14/2022	Bill	Invoice 330052	2,615.85	2,615.85		2,615.85
8/14/2022	Bill	Invoice 330211	9,208.75	9,208.75		9,208.75
8/14/2022	Bill	Invoice 330182	16,335.00	16,335.00		16,335.00
8/21/2022	Bill	Invoice 320602	300.00	300.00		300.00
8/21/2022	Bill	Invoice 330838	350.00	350.00		350.00
					Check Amount	30,209.60

First National Bank C — 30,209.60

PAYMENT RECORD

Invoice

Pickett Ray & Silver
Part of Civil & Environmental Consultants, Inc. (CEC)
Phone: 412-429-2324 | Fax: 412-429-2114
www.cecinc.com

Greg Whittaker
NT Home Builders, LLC
3333-4 Rue Royale
St. Charles, MO 63301

August 8, 2022
Project No: 320-680
Invoice No: 330211

Project 320-680 New Town at St. Charles (PRS #02243.NTHB.09R)
Professional Services through July 16, 2022

Task 0001 Misc Engineering Requests & drawings
Professional Fees

		Hours	Rate	Amount
Danson, Donald		43.50	130.00	5,655.00
Danson, Donald	Ovt	6.00	130.00	780.00
Merideth, Greg		1.50	165.00	247.50
Tiemann, Douglas		5.00	190.00	950.00
		56.00		7,632.50

7,632.50

Total this Task **$7,632.50**

Task 0002 Concept & Utility Layouts for New Town
Professional Fees

	Hours	Rate	Amount
Catlett, Timothy	4.00	120.00	480.00
Ganey, Stephen	3.00	110.00	330.00
	7.00		810.00

810.00

Total this Task **$810.00**

Task 0003 North Granger Blvd Due Diligence
Professional Fees

	Hours	Rate	Amount
Tiemann, Douglas	4.00	190.00	760.00
	4.00		760.00

760.00

Reimbursable Expenses

Mileage

7/11/2022	Tiemann, Douglas	New Town at St. Charles	6.25	
	Total Reimbursables	**1.0 times**	**6.25**	**6.25**

Total this Task **$766.25**

Amount Due This Invoice **$9,208.75**

PARTIAL WAIVER OF LIEN

STATE OF MISSOURI

To All Whom It May Concern:

WHEREAS, Pickett, Ray & Silver, Inc., part of Civil and Environmental Consultants, Inc. has been employed by:

NT Home Builders, LLC

To furnish Engineering /Surveying services along with miscellaneous expenses needed on project known as: New Town at St. Charles

For service billed on invoice(s) 330211

For and in consideration of payment of the sum $9,208.75 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, know ye that Pickett, Ray & Silver, Inc. does hereby conditionally waive and release any and all lien and claim to right to lien, on above described project (building, and/or real estate) under the Statutes of the State of Missouri relating to Mechanics' Liens, on account of labor or materials, or both heretofore furnished by Pickett, Ray & Silver, Inc. on said project. The condition of this waiver will be final and absolute upon receipt of all project financial retainage by Pickett, Ray & Silver, Inc.

Contractor represents and warrants that it has not employed any subcontractor, supplier and no others to furnish labor, services, materials, fixtures, apparatus or machinery, or any other assistance in performing its work.

PICKETT, RAY & SILVER, INC., PART OF CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

BY: Douglas S. Tiemann

DATE: 8/23/2022

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK ARE NOT PRESENT

NT Homebuilders LLC
3333-4 Rue Royale
St. Charles, MO 63301

CENTRAL BANK OF ST. LOUIS
80-460/810

29261

8/2/2022

PAY TO THE ORDER OF Civil & Enviromental Consultants, Inc. $**30,050.96

Thirty Thousand Fifty and 96/100********** DOLLARS

Civil & Enviromental Consultants, Inc.
P.O. Box 644246
Pittsburgh, PA 15264-4246

MEMO

⑈029261⑈ ⑆081004601⑆ ⑈1296003 22⑈

Details on Back

Intuit® CheckLock™ Secure Check

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NT Homebuilders LLC
Civil & Enviromental Consultants, Inc.

29261

8/2/2022

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
7/21/2022	Bill	Invoice 326712	350.00	350.00		350.00
7/21/2022	Bill	Invoice 323718	350.00	350.00		350.00
7/21/2022	Bill	Invoice 327574	2,828.46	2,828.46		2,828.46
7/21/2022	Bill	Invoice 327573	3,815.00	3,815.00		3,815.00
7/21/2022	Bill	Invoice 327517	12,672.50	12,672.50		12,672.50
7/21/2022	Bill	Invoice 327655	9,435.00	9,435.00		9,435.00
7/28/2022	Bill	Invoice 328440	600.00	600.00		600.00
					Check Amount	30,050.96

First National Bank C

30,050.96

NT Homebuilders LLC
Civil & Enviromental Consultants, Inc.

29261

8/2/2022

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
7/21/2022	Bill	Invoice 326712	350.00	350.00		350.00
7/21/2022	Bill	Invoice 323718	350.00	350.00		350.00
7/21/2022	Bill	Invoice 327574	2,828.46	2,828.46		2,828.46
7/21/2022	Bill	Invoice 327573	3,815.00	3,815.00		3,815.00
7/21/2022	Bill	Invoice 327517	12,672.50	12,672.50		12,672.50
7/21/2022	Bill	Invoice 327655	9,435.00	9,435.00		9,435.00
7/28/2022	Bill	Invoice 328440	600.00	600.00		600.00
					Check Amount	30,050.96

First National Bank C

30,050.96

PAYMENT RECORD

Invoice

Pickett Ray & Silver
Part of Civil & Environmental Consultants, Inc. (CEC)
Phone: 412-429-2324 | Fax: 412-429-2114
www.cecinc.com

Greg Whittaker
NT Home Builders, LLC
3333-4 Rue Royale
St. Charles, MO 63301

July 14, 2022
Project No: 320-680
Invoice No: 327655

Project 320-680 New Town at St. Charles (PRS #02243.NTHB.09R)
Professional Services through June 18, 2022

Task 0001 Misc Engineering Requests & drawings
Professional Fees

		Hours	Rate	Amount	
Catlett, Timothy		6.50	120.00	780.00	
Danson, Donald		44.50	130.00	5,785.00	
Danson, Donald	Ovt	6.00	130.00	780.00	
Tiemann, Douglas		5.00	190.00	950.00	
		62.00		8,295.00	
					8,295.00
			Total this Task		**$8,295.00**

Task 0003 North Granger Blvd Due Diligence
Professional Fees

	Hours	Rate	Amount	
Tiemann, Douglas	6.00	190.00	1,140.00	
	6.00		1,140.00	
				1,140.00
		Total this Task		**$1,140.00**
		Amount Due This Invoice		**$9,435.00**

Remit to:
Civil & Environmental Consultants Inc.
P.O. Box 644246
Pittsburgh, PA 15264-4246

Payment Terms: Net 30 Days, 1.5% Interest Per Month on Past Due Balances

PARTIAL WAIVER OF LIEN

STATE OF MISSOURI

To All Whom It May Concern:

WHEREAS, Pickett, Ray & Silver, Inc., part of Civil and Environmental Consultants, Inc. has been employed by:

NT Home Builders, LLC

To furnish Engineering /Surveying services along with miscellaneous expenses needed on project known as: New Town at St. Charles

For service billed on invoice(s) 327655

For and in consideration of payment of the sum $9,435.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, know ye that Pickett, Ray & Silver, Inc. does hereby conditionally waive and release any and all lien and claim to right to lien, on above described project (building, and/or real estate) under the Statutes of the State of Missouri relating to Mechanics' Liens, on account of labor or materials, or both heretofore furnished by Pickett, Ray & Silver, Inc. on said project. The condition of this waiver will be final and absolute upon receipt of all project financial retainage by Pickett, Ray & Silver, Inc.

Contractor represents and warrants that it has not employed any subcontractor, supplier and no others to furnish labor, services, materials, fixtures, apparatus or machinery, or any other assistance in performing its work.

PICKETT, RAY & SILVER, INC., PART OF CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

BY: Douglas S. Siemann

DATE: 8/2/2022

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 05/05/2026
Regular (X) Special () Work Session ()
ATTACHMENT: YES () NO (X)

Request for Council Action

Description:

Election of President and Vice President of the City Council

Summary:

Ballots will be distributed for election of a Council President. The City Clerk will read the results of the ballots, and a President of the Council will be declared by a majority vote of the members present and voting.

Ballots will then be distributed for election of a Council Vice-President. The City Clerk will read the results of the ballots, and a Vice-President of the Council will be declared by a majority vote of the members present and voting.

In the event of a tie in the voting for the President or Vice-President, the process will be repeated until a majority vote of the members present and voting is accomplished.

Additional Information: Relative to the number of votes required to elect the President and Vice President of the Council, Section 110.03(A)(2) & (B) of the City Code states as follows:

"....The President shall be elected by a majority of those members present and voting."
"....After the Council members have selected a President, they shall select a Vice President using the same procedures required for selection of the President."

By: Kimberly Hudson, City Clerk Date: 04/23/2026
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