

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 19, 2026
7:00 p.m.

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

1. ROLL CALL

2. INVOCATION AND PLEDGE OF ALLEGIANCE

Pledge of Allegiance Led by City of St. Charles Leader of Tomorrow, Stella Hartman of Orchard Farm Jr. High School

3. PRESENTATIONS/AWARDS/PROCLAMATIONS

- A. Presentation of Plaque to Retiring Councilmember Bill Otto
- B. A Proclamation Honoring the Life of Ernie Dempsey
- C. A Proclamation Declaring May 17-23, 2026 as National Public Works Week in the City of St. Charles
- D. Presentation of the St. Charles Superstar Award to Lexi Johnson
- E. Presentation of the St. Charles Superstar Award to the Immanuel Lutheran's Boys Basketball Team
- F. New Idea Recognition Incentive (NIRI) Program Award Presentation
- G. Recognition of the Engineering Department for Earning the American Concrete Institute 2026 Quality Concrete Award for the Muegge Road Interchange Project

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.

8. CONSENT AGENDA

- A. Approval of Council Minutes and Reports
 - 1. Council Work Session of April 14, 2026
 - 2. Street Committee Meeting of April 21, 2026
 - 3. Regular City Council Meeting of April 21, 2026
 - 4. Public Hearing of April 21, 2026

- B. Receipt of Reports from Boards, Commissions and Committees
 - 1. Board of Adjustment Meeting of April 6, 2026
 - 2. The Greater Saint Charles Convention & Visitors Commission Meeting of February 26, 2026
 - 3. The Housing Authority of the City of St. Charles Meeting of February 25, 2026
 - 4. Landmarks Board Meeting of March 23, 2026
 - 5. Planning & Zoning Commission Meeting of March 9, 2026
 - 6. Main Street Special Business District Advisory Board Meeting of April 2, 2026
 - 7. Veterans Commission Meeting of April 13, 2026

- C. Receipt of Director of Administration Reports
 - 1. FITS Report – January 2026
 - 2. FITS Report – February 2026
 - 3. FITS Report – March 2026

- D. Approval of Contracts and Easements
 - 1. Contract with J. Oros Environmental, Inc., to Provide Lime Residual Collection and Disposal Service from the City’s Water Treatment Plant through December 31, 2026 in the Amount of \$550,000.00
 - 2. East-West Gateway Council of Governments Financial Assistance Sub-Award Agreement to Accept the 2022 UASI Equipment and Supplies Grant for the City of St. Charles Fire Department in the Amount of \$6,645.00
 - 3. East-West Gateway Council of Governments Financial Assistance Sub-Award Agreement to Accept the 2024 UASI Equipment and Supplies Grant for the City of St. Charles Fire Department in the Amount of \$92,210.00
 - 4. Ten Year Master Agreement with Zoll Medical Corporation to Lease Defibrillators for the City of St. Charles Fire Department in the Amount of \$1,650,224.70 (\$165,022.47 Annually)

- E. Preliminary Plats

- F. Miscellaneous
 - 1. Report of the Court Administrator of Monies Collected and Deposited - April 2026
 - 2. Report of the City Clerk Relative to Disposal of Various Records Pursuant to the Missouri Records Manual and State Records Retention Law (*Finance Department*)
 - 3. Receipt of the Annual Report for FY 2025 as Submitted by the Board of Directors of the Zumbahl Road Community Improvement District
 - 4. Receipt of the Annual Report for FY 2025 as Submitted by the Board of Directors of the Riverpointe Community Improvement District
 - 5. Receipt of the Annual Report for FY 2025 as Submitted by the Board of Directors of the Riverpointe Phase 3 Community Improvement District

6. Receipt of the Annual Report for FY 2025 as Submitted by the Board of Directors of the Fountain Lakes Commerce Center North Community Improvement District
7. Receipt of the Annual Report for FY 2025 as Submitted by the Board of Directors of the 1st Capitol Drive Community Improvement District
8. Receipt of the Annual Report for FY 2025 as Submitted by the Board of Directors of the South Fifth Street Community Improvement District
9. Receipt of the Annual Report for FY 2025 as Submitted by the Board of Directors of the Suits U Mexico Community Improvement District
10. Receipt of the Annual Report for FY 2025 as Submitted by the Board of Directors of the Veteran’s Memorial Parkway Community Improvement District
11. Receipt of the Annual Report for FY 2025 as Submitted by the Board of Directors of the Fairgrounds Road Community Improvement District
12. Receipt of the Annual Report for FY 2025 as Submitted by the Board of Directors of the Plaza at Noah’s Ark Community Improvement District
13. Receipt of the Annual Report for FY 2025 as Submitted by the Board of Directors of the Elm Point Commons Community Improvement District
14. Receipt of the Annual Report for FY 2025 as Submitted by the Board of Directors of the Elm & 370 Community Improvement District
15. Receipt of the Annual Report for FY 2025 as Submitted by the Board of Directors of the Charlestowne Crossing Villas Community Improvement District
16. Receipt of the Annual Report for FY 2025 as Submitted by the Board of Directors of the Bogey Hills Plaza Community Improvement District

9. ITEMS REMOVED FROM THE CONSENT AGENDA

10. RESOLUTIONS

11. BILLS FOR FINAL PASSAGE

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 -AMENDED (RCA Attached)

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*)

12. BILLS FOR INTRODUCTION

BILL 14088

AN ORDINANCE AUTHORIZING THE PURCHASE OF PROPERTY LOCATED AT 2183 MUEGGE ROAD FOR \$778,000.00, PAYMENT OF A THREE PERCENT (3%) BROKER COMMISSION OF \$23,340.00, AND CLOSING COSTS NOT TO EXCEED \$4,000.00 FOR A TOTAL AMOUNT NOT TO EXCEED \$805,340.00; AND AUTHORIZING A ROAD MAINTENANCE AND EASEMENT AGREEMENT ASSOCIATED WITH THE PROPERTY PURCHASE; AND GRANTING CONTINUING AUTHORITY TO EXECUTE DOCUMENTS NECESSARY TO CARRY OUT THE INTENT OF THIS ORDINANCE (*SPONSORS: CHRIS KYLE, MARK HOLLANDER, VINCE RATCHFORD, SCOTT SHIPMAN, DENISE MITCHELL, JUSTIN FOUST, BRIAN GOULD, MICHAEL GALBA AND BART HABERSTROH*)

BILL 14089

AN ORDINANCE AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN THE CITY OF ST. CHARLES, MISSOURI AND ST. CHARLES COUNTY, MISSOURI RELATING TO THE URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND, SPECIFICALLY, A PROFESSIONAL ADMINISTRATIVE SERVICES AND PROGRAM ADMINISTRATION OF URBAN COUNTY PROGRAMS AGREEMENT FOR THE PERIOD ENDING DECEMBER 31, 2026, WITH AUTOMATIC RENEWALS FOR FOUR (4) ONE-YEAR PERIODS CONCURRENT WITH THE CDBG PROGRAM CONSOLIDATED PLAN PERIOD THROUGH DECEMBER 31, 2030 (*SPONSOR: MICHAEL GALBA*)

13. EMERGENCY ORDINANCES
14. TABLED BILLS
15. ITEMS FOR COUNCIL ACTION
 - A. Announcement of Council Line of Succession (***RCA Attached***)
 - B. Recommendations of Appointments to Council Committees and Assignment of Council Liaisons to Boards, Commissions and Committees (***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: Thursday, May 14, 2026 – 5:00 p.m.



TO: City Council
FROM: Office of the Mayor
DATE: May 11, 2026
SUBJECT: Appointment Memorandum for the May 19, 2026 City Council Meeting

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

City/County Library Board

- The reappointment of *Dan Manternach*, whose term had expired *June 2025* for a term expiring *June 2028*.
- The reappointment of *Justin Collier*, whose term had expired *June 2025* for a term expiring *June 2028*.
- The appointment of *Lisa Alexander*, a resident of St. Charles County to replace *Keith Hazelwood* who resigned from the board, to continue that term which will expire *June 2026*.

Planning & Zoning Commission

- The reappointment of *Tyson King*, whose term expires *May 2026*, for a term expiring *May 2030*.

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

Sincerely,

Daniel J. Borgmeyer

Mayor

**Council Work Session of the City Council
Of the City of Saint Charles, Missouri
April 14, 2026**

The City Council of the City of Saint Charles, Missouri convened in a Work Session at 6:00 p.m. on Tuesday, April 14, 2026, in the Council Chambers of City Hall, 200 North Second Street, Saint Charles, Missouri, with President of the Council Michael Galba presiding and the Members of the Council present as follows: Justin Foust, Brian Gould, Bart Haberstroh, Mark Hollander, Steve Hollander, Denise Mitchell, Bill Otto and Vince Ratchford. Absent: Mary West. City Clerk Kimberly Hudson was present and performed the duties of that Office.

Presentation Relative to the WE R STC PROUD Employee Recognition Program

The New Idea Recognition Incentive (NIRI) Committee is composed of thirteen employees representing each department within the City of St. Charles. Several Committee members presented the revised WE R STC PROUD Employee Recognition Program. This new program is a consolidated and streamlined initiative that will replace both the NIRI and Employee Spotlight programs. It aligns directly with the City's core values and is designed to enhance employee engagement, recognize exemplary service, and foster organizational pride across all departments.

Verbal Update on Progress Relative to Video Lottery Terminals (VLT's)

Interim Police Chief George Grove provided a verbal update regarding the recent federal ruling determining that VLTs are illegal gambling devices under state law. Chief Grove reported that following the issuance of notification letters, officers conducted in-person visits to all identified businesses with VLTs. He further stated that, as of this morning, the City is 100 percent in compliance.

Presentation Relative to Licensing Mobile Food Truck Establishments

Director of Finance Jennifer O'Connor provided a presentation regarding proposed legislation to require the licensing of mobile food truck establishments. Ms. O'Connor reviewed fiscal year 2024 data, including the definition of a mobile food establishment and related statistics. During FY 2024, the City hosted 18 food truck events with 114 food trucks registered; however, 70 food trucks have not paid the required tourism license tax, which averages \$47.42 per truck.

Ms. O'Connor noted several challenges associated with mobile food establishments, including

**Council Work Session of the City Council
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the growing number of events each year, long lines, and increased traffic congestion. She stated that implementing a licensing requirement would promote accountability, protect consumers, reduce traffic congestion, minimize disruption in residential areas, and ensure that vendors contribute appropriately to the local economy through local permits and fees. Her presentation also included a draft ordinance outlining definitions, business licensing requirements, operational requirements, violations and penalties, and associated fees for mobile food establishments. A brief discussion followed regarding license application fees, a tourism tax deposit, and the proposed requirements for operating a mobile food establishment within the City of St. Charles. It was the consensus of the Councilmembers present that staff proceed with bringing forward the legislation.

Discussion Relative to Proposed Code Changes Regarding Marijuana Dispensaries

Assistant City Administrator Zach Tusinger provided a presentation regarding proposed code changes regarding marijuana dispensaries. Mr. Tusinger explained that our current code regarding marijuana dispensaries prohibits drive-thrus and also restricts hours of operation. At the request of Councilmember Bill Otto and Councilmember Mark Hollander staff prepared a draft ordinance which would amend code section 675.100 and 675.210 expanding the permitted hours of operation from 9:00 a.m. to 7:00 p.m. to 8:00 a.m. to 9:00 p.m. and eliminating the restriction of drive-thrus. A brief discussion was held relative to the proposed code changes. It was the consensus of the Councilmembers present that staff proceed with bringing forward the legislation to amend code sections 675.100 and 675.210 as presented.

Discussion Relative to Request for Funding from Council Directives

Director of Administration Larry Dobrosky reported Administration is currently working with the St. Charles County Historical Society on a lease/purchase agreement for the City-owned building in which the Society currently operates at 101 S. Main Street, noting the Historical Society prefers to remain in this location. Mr. Dobrosky further noted the building lacks a fire sprinkler system, which the City has agreed to install. Council President Michael Galba reported that, as discussed a recent Council retreat, he, Council Vice President Mark Hollander,

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Councilmember Justin Foust and Councilmember Brian Gould are requesting the allocation of \$30,000.00 in Council Directive funds to help bridge the nearly \$120,000.00 cost estimate for installation of the fire sprinkler system. Council President Galba noted this improvement is necessary to protect a City asset and to preserve historic records. Installation of the sprinkler system provides a clear benefit to the community by not only enhancing safety but will help to preserve local history for residents, researchers and future generations. A brief discussion was held relative to the St. Charles County Historical Society's current location, installation of a fire sprinkler system. Councilmember Foust commented that it is a priority for the Historical Society to have a presence in the new City Hall.

CLOSED SESSION

At 7:44 p.m., VINCE RATCHFORD made a motion to adjourn into closed session pursuant to RSMo 610.021(1); as amended. MARK HOLLANDER seconded the motion. A roll call vote was taken with the following results: "Aye": Galba, Gould, Haberstroh, M. Hollander, S. Hollander, Mitchell, Otto, Ratchford and Foust. "Nay": None. Absent: West. Motion passed.

At 7:47 p.m. the City Council reconvened into open session with the following Councilmembers present: M. Hollander, S. Hollander, Mitchell, Otto, Ratchford, Foust, Galba, Gould and Haberstroh.

Councilmember Otto voiced his concerns regarding being asked to excuse himself from the Closed Session and questioned whether the subject for which the Closed Session was being called was appropriate. City Attorney Holly Magziarz explained that, due to conflict of interest, the need to provide privileged legal advice to the Council, in consideration of fairness to both candidates in the April Ward One election, currently resulting in a tie vote, and established lawful precedent, it was appropriate that Councilmember Otto not participate in the Closed Session. Councilmember Otto stated he protests the Closed Session being called; however, he will not ask his fellow Councilmembers to make a motion to exclude him. He then agreed to dismiss himself from the Closed Session.

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At 7:53 p.m., VINCE RATCHFORD made a motion to adjourn into closed session pursuant to RSMo 610.021(1); as amended. BILL OTTO seconded the motion. A roll call vote was taken with the following results: “Aye”: S. Hollander, Mitchell, Otto, Ratchford, Foust, Galba, Gould, Haberstroh and M. Hollander “Nay”: None. Absent: West. Motion passed.

The closed portion of the Council Work Session adjourned at 8:28 p.m.

At 8:29 p.m. MARK HOLLANDER made a motion to adjourn the open portion of Council Work Session. BRIAN GOULD seconded the motion. All voted in favor. Motion passed.

Date Approved

Kimberly Hudson, City Clerk

Michael Galba, Presiding Officer

STREET COMMITTEE
OF THE CITY COUNCIL OF THE CITY OF ST. CHARLES, MISSOURI
April 21, 2026

The Street Committee of the City Council of the City of Saint Charles, Missouri, met on Tuesday, April 21, 2026, at 6:00 p.m. in Conference Room A on the fourth floor of City Hall, 200 North Second Street, Saint Charles, Missouri, with Chairman Vince Ratchford presiding and members of the Committee present as follows: Bart Haberstroh, Mark Hollander, Brian Gould, and Alternate Street Committee Member Denise Mitchell. Absent: Bill Otto. Also present were Director of Public Works Larry Perney, Street Superintendent Samuel Thomas, and Director of Engineering Dan Mann. Assistant City Clerk Emily Galantowicz was present and performed the duties of that office.

Monthly Status Update on the Traffic Service Requests

Director of Engineering Dan Mann provided the Committee with the monthly update regarding traffic service requests and reviewed the GIS Traffic Service Request Dashboard. Staff reported that seven traffic requests remained open and that five new requests had been created since the previous update. Discussion included several recently submitted concerns related to speeding, traffic visibility, and roadway conditions at various locations throughout the City, including St. Charles Avenue. Staff noted that speed data along St. Charles Avenue would be collected using non-visible monitoring equipment to obtain an accurate representation of traffic patterns. The Committee discussed potential traffic control and visibility improvement measures and directed staff to continue monitoring the identified areas and evaluate improvements, as appropriate.

Discussion Relative to Traffic Service Request along South Main Street from Reservoir Avenue to Ameristar Boulevard

Director of Engineering Dan Mann reported on a traffic service request regarding speeding concerns along South Main Street between Reservoir Avenue and Ameristar Boulevard, near the transition from concrete pavement to the brick roadway section. Mr. Mann reviewed recent traffic study data collected in the area and discussed existing speed limits, traffic patterns, and enforcement considerations. Staff recommended relocating existing speed limit signage to improve compliance for southbound traffic and continuing to monitor the corridor. The Committee discussed visibility of existing signage, pavement markings, and ongoing roadway conditions in the area and expressed support for continued monitoring and operational improvements, as

STREET COMMITTEE
OF THE CITY COUNCIL OF THE CITY OF ST. CHARLES, MISSOURI
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appropriate.

Discussion Relative to State Parks Request to Install Enhanced Pavement Markings at Katy Trail Road Crossing

Director of Engineering Dan Mann reported on a request from Missouri State Parks to install enhanced pavement markings at several Katy Trail roadway crossings, including locations near DuSable Park, the boat ramp entrance, the Lewis & Clark Boathouse, and James McKay Drive. Mr. Mann reviewed the proposed improvements, estimated installation costs, and available grant funding associated with the project. The Committee discussed the proposed pavement markings as both a safety enhancement and branding opportunity along the Katy Trail corridor. Discussion primarily focused on long-term maintenance responsibilities, durability of decorative pavement treatments, and future replacement considerations should the specialty markings not be maintained over time. Committee members discussed the visual appeal of the proposed improvements and expressed general support for continuing to move the project forward while further evaluating long-term maintenance considerations.

Chairman Ratchford called for a motion to adjourn the Street Committee meeting. MARK HOLLANDER so moved. BRIAN GOULD seconded the motion. All voted in favor. Motion passed.

The Street Committee meeting adjourned at 6:27 p.m.

Date Approved

Vince Ratchford
Chairman of Street Committee

Assistant City Clerk



RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
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The City Council convened in a Regular City Council Meeting on Tuesday, April 21, 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, and Vince Ratchford. Absent: Mary West. 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.

A motion was made by MARK HOLLANDER to excuse the absence of Councilmember Mary West. VINCE RATCHFORD seconded the motion. All voted in favor, motion passed.

APRIL 7, 2026 ELECTION RESULTS

Council President Michael Galba read the following statement:

“Good Evening. Before we begin tonight’s agenda I want to take a moment to clearly explain the process we are about to undertake. Transparency, fairness and adherence to the City Charter are essential to maintaining the integrity of our elections and the trust of our residents. The actions we take this evening are guided entirely by the voter-approved charter and the procedures it requires. The certified election results were received from the Election Authority by the City Clerk on April 14, 2026. In accordance with Section 9.4.b of the City Charter approved by voters in 1981, the Council shall canvass the election returns and declare the election results of any municipal election, regular, primary or special, at the first regular meeting to be held following certification of the election results by the Election Authority, which meeting shall be open to the public and to which all candidates have been invited. This meeting fulfills that requirement. In the Ward One City Council Election held on April 7, 2026, the two candidates received an

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
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identical number of votes resulting in a tie, certified by the Election Authority. I want to acknowledge both personally and on behalf of the Council that this is an uncommon and challenging situation. We appreciate the professionalism, patience and respect shown by the candidates and all involved as we work through this process in a transparent and orderly manner. Section 9.4.c of the City Charter provides clear direction for resolving this tie. It states that when there shall be no choice between candidates by reason of two or more having received an equal number of votes, the Council shall proceed to determine the election by lot between the candidates receiving the most votes at the meeting at which the canvassing of the election occurs. To ensure a fair, transparent and impartial process, each candidate's name has been typed on an identical slip of paper. Both candidates will have the opportunity to view their names and observe as the City Clerk folds each slip and places them into an opaque container. The City Clerk will then draw one name from the container. The individual whose name is drawn will be declared the duly elected Councilmember for Ward One for the City of St. Charles.

Following the determination, the Council will recess for approximately 10 minutes. We will then reconvene to administer the Oath of Office and formally swear in the newly elected Councilmembers, Ward One through Five. Thank you to the candidates, the Council and members of the public for your patience, professionalism and respect as we carry out this important responsibility.

Mr. Bill Otto made the following statement:

"As you know, the Charter states that we are to canvass, which means to survey and solicit, the returns and certify the results. I have legal counsel now and it is clear that nothing in the charter says we have to certify the results if there is a problem with the return. We should not certify the Ward One election results if a hand-count is available. We have the opportunity to put a short pause in these proceedings. We could have the hand-count completed by the next Council meeting. The voters in Ward One deserve a

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complete count and we should do everything we can to make that happen. If you read the paper today, Kurt Bahr, the head of the Election Authority, supports a hand count and is ready to go. If we certify these election results today and declare the winner, and that person loses the hand count, Council will have to figure out how to unravel this mess. We have an opportunity to certify the real winner and just give a little pause to this. Nothing I am suggesting violates the charter.

Canvass of Election Returns of the General Municipal Election held on Tuesday, April 7, 2026 and Declaration of the Election Results (*RCA Attached*)

A motion was made by BILL OTTO to certify the election results for Ward 2, Ward 3, Ward 4, and Ward 5. There was no second; therefore, the motion died.

Councilmember Otto stated he has been told the attorney has instructed people not to second this motion.

City Attorney Holly Magdziarz responded that is not an accurate statement. If there is not a second to the motion, then she does not believe there should be a discussion to talk about the merits of the motion and will be happy to answer any further questions.

A motion was made by MARK HOLLANDER to receive and approve the certification of the election results of the General Municipal Election held on April 7, 2026. VINCE RATCHFORD seconded the motion. A roll call vote was taken with the following results: "Aye": Galba, Gould, Haberstroh, M. Hollander, S. Hollander, Mitchell, Ratchford and Foust. "Nay": Otto. Absent: West. Motion passed.

File #49445

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
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Determination of Ward 1 Councilmember Election by Lot

City Clerk Kimberly Hudson invited both candidates for the Ward 1 Council seat to the table in the Council Chambers where the drawing by lot would occur. Ms. Hudson introduced Assistant City Clerk Emily Galantowicz, who assisted with the drawing process.

Ms. Hudson displayed the opaque jar to the audience, showing that it was empty. She then displayed two identical slips of paper containing the names of the candidates, Chris Kyle and Bill Otto, demonstrating that the slips were of identical size and font and that each name was printed in all capital letters. Ms. Hudson folded each slip in the same manner and placed them into the jar.

Ms. Hudson handed the jar to Ms. Galantowicz. Ms. Hudson then drew one slip of paper from the jar and, while displaying it to the audience, announced the name “Chris Kyle.”

Recess of Regular Meeting and Reconvene with Newly Elected Councilmembers

A motion was made by MARK HOLLANDER to recess the meeting. VINCE RATCHFORD seconded the motion. All voted in favor, motion passed.

The Regular City Council Meeting reconvened with the following Councilmembers in attendance: Councilmember-Elect Chris Kyle, Councilmember-Elect Mark Hollander, Councilmember-Elect Vince Ratchford, Councilmember-Elect Scott Shipman, Councilmember-Elect Denise Mitchell, Councilmember Justin Foust, Councilmember Brian Gould, Councilmember Michael Galba, Councilmember Bart Haberstroh and Councilmember Steve Hollander.

Administration of Oaths of Office

City Clerk Kimberly Hudson administered the oaths of office to the following:

Chris Kyle – Ward 1, with term ending April 2029

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Mark Hollander – Ward 2, with term ending April 2029

Vince Ratchford – Ward 3, with term ending April 2029

Scott Shipman – Ward 4, with term ending April 2029

Denise Mitchell – Ward 5, with term ending April 2029

A motion was made by VINCE RATCHFORD to recess the meeting. JUSTIN FOUST seconded the motion. All voted in favor, motion passed.

The Regular City Council Meeting reconvened with the following Councilmembers in attendance: Chris Kyle, Mark Hollander, Vince Ratchford, Scott Shipman, Denise Mitchell, Justin Foust, Brian Gould, Michael Galba, Bart Haberstroh and Steve Hollander.

PRESENTATIONS/AWARDS/PROCLAMATIONS

Progress Update on Center for Advanced Skills Training in Law Enforcement (CASTLE)

Sergeant Paul Yadlosky provided a presentation regarding an update on the Center for Advanced Skills Training in Law Enforcement (CASTLE), including the purpose of the project, the estimated timeline for full campus completion, and the design and features of the state-of-the-art training facility.

File #49446

Recognition of the Public Works Department for Earning the Spire Silver Shovel Award for Excellence in Safe Excavation and Damage Prevention

Mayor Dan Borgmeyer recognized Director of Public Works Larry Perney and the Public Works team for earning the Spire Silver Shovel Award for Excellence in Safe Excavation and Damage Prevention. Mr. Perney explained that this award covered five counties and that only twenty-two municipalities received this award. Mr. Perney acknowledged the Public Works team for earning the award from Spire for the fourth consecutive year and thanked the Public Works team for doing a great job!

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PUBLIC COMMENT

Priya Patel, 651 Francis Place, St. Louis, MO, spoke against Council Bill 14076

Sheri Steffens, 1410 S. Fifth Street, St. Charles, MO, spoke against Council Bill 14076

REPORT OF THE MAYOR

Mayor Borgmeyer spoke relative to HB 2330 regarding annexations and the importance of this House Bill to the City of St. Charles. Mayor Borgmeyer noted he will follow up with more information for the Council to share with their residents and representatives.

Mayor Borgmeyer announced that the City Charter, which was adopted in the early 1980s, had been reviewed annually until 2006 and then not reviewed again until 2016. He noted that the Charter has only been reviewed once in the past twenty years and referenced the election determination process conducted earlier in the meeting, along with several other provisions within the Charter, as examples of areas in need of review. Mayor Borgmeyer announced the formation of the Mayor's Charter Review Task Force and stated his intention to assemble a Blue Ribbon Committee to review the Charter. He further stated that the goal is to place proposed Charter amendments on an upcoming ballot for voter consideration and approval. Mayor Borgmeyer noted that updates would be provided as the process progresses.

ANNOUNCEMENTS FROM COUNCILMEMBERS/MISCELLANEOUS

Councilmember Ratchford announced the Main Street Clean-Up will be Sunday, April 26, 2026, 8:00 a.m. to 12:00 p.m. Meet-up will be at the OPO, located at 119 S. Main Street.

Councilmember Mark Hollander read the following statement:

While Councilmember Mary West is not here with us this evening, I do not want her last official council meeting to pass without taking a few minutes to recognize her and her legacy during her tenure as City Councilmember for Ward 4. Ms. West initially served on the Council from 1995-2001, then again from 2012-2026. Seven terms in a remarkable twenty years of service to our

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community. During that time, she held key leadership roles serving as Council President in 1997, 2019–2020 as well as Council Vice President in 2000, 2017–2019. She also served as a Council Liaison to many Boards and Committees, including the Parks, Tourism, Landmarks, Planning and Zoning, and Council Street Committee, demonstrating a deep and ongoing commitment to every aspect of our community. On a personal note, Mary was a mentor to me when I first joined the Council. She took the time to offer guidance, encouragement and honest feedback. I still remember early on when she voted against an amendment I had proposed and reminded me, very directly, of the importance of giving colleagues adequate time to review materials. It was a lesson in preparation and professionalism that has stayed with me. Her dedication, leadership and willingness to both support and challenge others have left a lasting impact on our Council and on our city. Mary’s service is something to be proud of and is something that we are all better for.

Councilmember Gould reported that he has received numerous phone calls, text messages, and emails regarding traffic concerns in the Indian Hills neighborhood in Ward 7, primarily related to the recent installation of a three-way stop and an additional stop sign. While the affected streets are not major thoroughfares for the City as a whole, he noted they are important to the neighborhood. He thanked the Engineering Department, the Street Committee, and others involved for their assistance and stated that the City will continue monitoring and working through the matter to ensure the installations receive final approval. He also thanked residents for their patience and noted that the matter remains under review.

Councilmember Shipman asked everyone to give a round of applause for Mary West. He further thanked all voters who participated in the April 7 election. Councilmember Shipman stated that he is looking forward to working with the Council, City staff, and Mr. Dobrosky to create synergy and continue moving the city forward.

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
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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. PDA-2026-02 (NT Home Builders, LLC) 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, 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. 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 (Ward 8)
(Council Bill 14079)

CONSENT AGENDA

Fire Chief Gragnani provided information relative to Consent Agenda Item D.1.

A motion was made by VINCE RATCHFORD to approve the Consent Agenda. JUSTIN FOUST seconded the motion. A roll call vote was taken with the following results: “Aye”: Haberstroh, M. Hollander, S. Hollander, Kyle, Mitchell, Ratchford, Shipman, Foust, Galba and Gould. “Nay”: None. Absent: None. Motion passed.

- A. Approval of Council Minutes and Reports
1. Street Committee Meeting of March 17, 2026
 2. Closed Work Session Meeting of September 16, 2025
 3. Closed Session Regular Meeting of September 16, 2025
 4. Closed Work Session Meeting of October 7, 2025
 5. Closed Session Regular Meeting of October 7, 2025

File #49441

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
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B. Receipt of Reports from Boards, Commissions and Committees

1. Main Street Special Business District Meeting of March 5, 2026

File #49438

2. Frenchtown Special Business District Meeting of March 12, 2026

File #49431

3. Senior Citizen Advisory Commission Meeting of March 10, 2026

File #49429

C. Receipt of Director of Administration Reports

D. Approval of Contracts and Easements

1. Contract with Honeywell International, Inc through its US Digital Designs Group to Provide and Program G2 Fire Station Alerting Systems at Fire Stations 1, 2, 3, 4 & 5 in the Amount of \$186,759.54

C26-117

2. Contract with Rolwes Electric, LLC for the Replacement of Automatic Transfer Switches at the Elm Point Water Treatment Plant in the Amount of \$230,328.00

C26-130

E. Preliminary Plats

F. Miscellaneous

1. Report of the Court Administrator of Monies Collected and Deposited - March 2026
2. Request Funding from Council Directives

File #49447

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
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Passed “Aye”:

S. Hollander, Kyle, Mitchell, Ratchford, Shipman, Foust, Galba,
Gould, Haberstroh and M. Hollander

“Nay”:

None

Absent:

None

Approved by the Honorable Mayor on April 23, 2026 and is known as Ordinance **26-030**

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*)

Councilmember Chris Kyle requested his name be added as a sponsor to Council Bill 14073.

Passed “Aye”:

S. Hollander, Kyle, Mitchell, Ratchford, Shipman, Foust, Galba,
Gould, Haberstroh and M. Hollander

“Nay”:

None

Absent:

None

Approved by the Honorable Mayor on April 23, 2026 and is known as Ordinance **26-031**

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

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ACRES OF LAND KNOWN AS 1408 FISCHER LANE (*SPONSOR: DENISE MITCHELL*)

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

Approved by the Honorable Mayor on April 23, 2026 and is known as Ordinance **26-032**

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*)

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

Approved by the Honorable Mayor on April 23, 2026 and is known as Ordinance **26-033**

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*)

Councilmember Ratchford requested a separate vote on Council Bill 14076.

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Councilmember Ratchford voiced concerns relative to Council Bill 14076 and stated he will not support Council Bill 14076.

Councilmember Mitchell voiced concerns relative to Council Bill 14076 and stated she will not support Council Bill 14076.

Councilmember M. Hollander inquired of Director of Community Development John Boyer whether an application for a dispensary has been submitted. Mr. Boyer responded that no dispensary application had been submitted to date; however, an interested party had submitted an application for rezoning. Councilmember M. Hollander further inquired whether temporary trailers would be permitted on the property prior to construction of a building. Mr. Boyer responded that he did not believe they would be permitted.

Councilmember Chris Kyle inquired of City Attorney Holly Magdziarz whether he could abstain from voting due to being unfamiliar with the details of the matter. Ms. Magdziarz responded that, pursuant to Council Rule 27, Councilmember Kyle could not abstain and was required to vote. Director of Administration Larry Dobrosky requested that Mr. Boyer provide additional background information regarding the rezoning request. Mr. Boyer then reviewed the application, the applicant's intent to open a dispensary, and the applicable zoning regulations. He further explained that the matter before the Council was whether the proposed zoning was appropriate. Mr. Boyer stated that staff believes the zoning is appropriate, consistent with the 2026 Comprehensive Plan, and noted that the Planning and Zoning Commission recommended approval of the request to the City Council.

Mayor Borgmeyer noted that the City previously litigated a dispensary zoning matter on Highway 94 involving C-2 property surrounded by C-3 zoning and was unsuccessful. He stated that the current rezoning request presents the opposite scenario, involving property surrounded by C-2 zoning with a request for C-3 zoning. Mayor Borgmeyer further noted that, when

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establishing the City's policy regarding dispensaries, the Council's intent was to limit their proliferation throughout the community.

A motion was made by MARK HOLLANDER to table Council Bill 14076 to the May 5, 2026 Regular City Council Meeting. VINCE RATCHFORD seconded the motion. A roll call vote was taken with the following results: "Aye": Kyle, Mitchell, Ratchford, Shipman, Foust, Galba, Gould, Haberstroh, M. Hollander, S. Hollander. "Nay": None. Absent: None. Motion passed.

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*)

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

Approved by the Honorable Mayor on April 23, 2026 and is known as Ordinance **26-034**

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*)

Passed "Aye": S. Hollander, Kyle, Mitchell, Ratchford, Shipman, Foust, Galba, Gould, Haberstroh and M. Hollander
"Nay": None

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Absent: None

Approved by the Honorable Mayor on April 23, 2026 and is known as Ordinance **26-035**

BILLS FOR INTRODUCTION

The following Council Bills were Introduced:

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 (*SPONSORS: ~~BILL OTTO~~ AND MARK HOLLANDER*)

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April 21, 2026

ITEMS FOR COUNCIL ACTION

There were no items for Council Action.

CLOSED SESSION

At 8:40 p.m., a motion was made by MARK HOLLANDER to adjourn into closed session pursuant to RSMo. 610.021(2), as amended. VINCE RATCHFORD seconded the motion. A roll call vote was taken with the following results: “Aye”: Mitchell, Ratchford, Shipman, Foust, Galba, Gould, Haberstroh, M. Hollander, S. Hollander and Kyle. “Nay”: None. Absent: None. Motion passed.

At 9:05 p.m., a motion was made by JUSTIN FOUST to adjourn the open portion of the Regular City Council Meeting. MARK HOLLANDER seconded the motion. All voted in favor. Motion passed.

Date Approved

Kimberly Hudson, City Clerk

Michael Galba, Presiding Officer



PUBLIC HEARING
Before the City Council of the City of Saint Charles, Missouri
April 21, 2026

On Tuesday, April 21, 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, Chris Kyle, Denise Mitchell, Vince Ratchford and Scott Shipman. Absent: None. City Clerk Kimberly Hudson was present and performed the duties of that office.

PUBLIC HEARING

- A. Case No. PDA-2026-02 (NT Home Builders, LLC) 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, 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. 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 (Ward 8) (***Council Bill 14079***)

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

Lisa Johnson of Amundsen Davis, 7711 Carondelet, Ste. 800, St. Louis, MO, representing the applicant, NT Home Builders, spoke in favor of Council Bill 14079 and provided an informational PowerPoint presentation.

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. VINCE RATCHFORD seconded the motion. A roll call vote was taken with the following results: “Aye”: Gould, Haberstroh, M. Hollander, S. Hollander, Kyle, Mitchell,

PUBLIC HEARING
Before the City Council of the City of Saint Charles, Missouri
April 21, 2026

Ratchford, Shipman, Foust and Galba. “Nay”: None. Absent: None. Motion passed.

The Public Hearing adjourned at 8:15 p.m. and the Regular Session continued with the order of business.

Date Approved

Kimberly Hudson, City Clerk

Michael Galba, Presiding Officer

CITY OF ST CHARLES

STATE OF MISSOURI

BOARD OF ADJUSTMENT MEETING

April 6, 2026

THE HONORABLE RICHARD ALFERMAN, CHAIRMAN PRESIDING

TIME: 6:00 p.m.

MINUTES

By Lara Berry

City of St. Charles, Missouri

200 N Second Street

St. Charles, Missouri 63301

(636) 949-3222

PROCEEDINGS

(WHEREUPON, at 6:00 p.m. o'clock, Monday, April 6, 2026, at the Saint Charles City Hall Building, 200 North Second Street, Fourth Floor, Saint Charles, Missouri, and the following proceedings were held, to-wit: with the following persons being present.)

Richard Alferman, Chairman

Latonya Grotegeers, Vice-Chair

Marita Malone, Secretary

Keith Whittemore

Bob Kneemiller, Alternate

Regular Members Absent: Maureen Rogers-Bouxsein

Lara Berry, City Planner

Madelyn P. Brown, City Planner

APPROVAL OF THE MARCH 2, 2026 MINUTES

MOTION WAS MADE BY LATONYA GROTEGEERS: I move we approve the minutes from the previous meeting.

MOTION WAS SECONDED BY KEITH WHITTEMORE.

VOICE VOTE: 5 IN FAVOR, 0 OPPOSED. MOTION PASSED.

AGENDA ITEM #1 – GWEN KEEN – QUIKTRIP CORPORATION

CASE NO. BOA-2026-01. ADDRESS: 3801 Harry S Truman Boulevard. A request to increase the maximum height of a freestanding pole sign from thirty (30) feet to fifty (50) feet as regulated in Section 400.1470(A)(5)(c) of the City of St. Charles Code of Ordinances. The property is zoned C-3 Highway Business District (Ward 6). ***This application was TABLED at the March 2, 2026 Board of Adjustment meeting. The applicant has requested this item be TABLED again to the May 4, 2026 Board of Adjustment meeting.***

MOTION WAS MADE BY LATONYA GROTEGEERS: I move to table Case No. BOA-2026-01 to the May 4, 2026 meeting.

MOTION WAS SECONDED BY MARITA MALONE.

ROLL-CALL VOTE: 5 IN FAVOR, 0 OPPOSED. MOTION PASSED.

AYE: *Alferman, Grotegeers, Malone, Whittemore, Kneemiller; NO: None; ABSTAIN: None; ABSENT: Rogers-Bouxsein.*

AGENDA ITEM #2 – MICKI BEUCKE – LITTLE HILLS ARCHITECTURE

CASE NO. BOA-2026-04. ADDRESS: 702 Jackson Street. A request to decrease the front yard setback on the S 7th Street frontage from fifteen (15) feet to twelve (12) feet as regulated in Section 400.270(D)(4)(a) of the City of St. Charles Code of Ordinances. The property is zoned CBD/EHP Central Business District within the Extended Historic Preservation District (Ward 2).

PUBLIC SPEAKERS: Councilmember Mark Hollander (Ward 2), speaking in favor of the application.

MOTION WAS MADE BY LATONYA GROTEGEERS: I move that we approve Case No. BOA-2026-04, as submitted.

MOTION WAS SECONDED BY MARITA MALONE.

ROLL-CALL VOTE: 5 IN FAVOR, 0 OPPOSED. MOTION PASSED.

AYE: *Alferman, Grotegeers, Malone, Whittemore, Kneemiller*; **NO:** *None*; **ABSTAIN:** *None*; **ABSENT:** *Rogers-Bouxsein.*

AGENDA ITEM #3 – MICKI BEUCKE – LITTLE HILLS ARCHITECTURE

CASE NO. BOA-2026-05. ADDRESS: 3450 Elm Point Road. A request to decrease the rear yard setback for a building addition on a non-conforming lot from twenty-five (25) feet to seven (7) feet as regulated in Section 400.150(E)(5)(c) of the City of St. Charles Code of Ordinances. The property is zoned R-1E Single-Family Residential District (Ward 7).

PUBLIC SPEAKERS: None

MOTION WAS MADE BY MARITA MALONE: I move to approve Case No. BOA-2026-05, as presented.

MOTION WAS SECONDED BY LATONYA GROTEGEERS.

ROLL-CALL VOTE: 5 IN FAVOR, 0 OPPOSED. MOTION PASSED

AYE: *Alferman, Grotegeers, Malone, Whittemore, Kneemiller*; **NO:** *None*; **ABSTAIN:** *None*; **ABSENT:** *Rogers-Bouxsein.*

AGENDA ITEM #4 – MICKI BEUCKE – LITTLE HILLS ARCHITECTURE

CASE NO. BOA-2026-06. ADDRESS: 701-703 S. Riverside Drive. Two requests: (1) A request to decrease the front yard setback for a building addition on a non-conforming lot from ten (10) feet to zero (0) feet as regulated in Section 400.200(D)(5)(a) of the City of St. Charles Code of Ordinances; and (2) a request to decrease the rear yard setback for a unenclosed deck covered by a roof from twenty (20) feet to three (3) feet as regulated in Section 400.620(A)(4) of the City of St. Charles Code of Ordinances. The property is zoned HCD/SMPD/EHP Historic Commercial District within the South Main Preservation District and the Extended Historic Preservation District (Ward 2).

PUBLIC SPEAKERS: Councilmember Mark Hollander (Ward 2), speaking in favor of the application.

MOTION WAS MADE BY LATONYA GROTEGEERS: I move that we approve Case No. BOA-2026-06, as submitted.

MOTION WAS SECONDED BY MARITA MALONE.

ROLL-CALL VOTE: 5 IN FAVOR, 0 OPPOSED. MOTION PASSED

AYE: *Alferman, Grotegeers, Malone, Whittemore, Kneemiller*; **NO:** *None*; **ABSTAIN:** *None*; **ABSENT:** *Rogers-Bouxsein.*

AGENDA ITEM #5 – MIKE BURKHART – WE DESIGN MANAGEMENT

CASE NO. BOA-2026-07. ADDRESS: Lynnbrook Drive & S. Old Highway 94. A request to reduce the required parking per dwelling unit for a proposed multi-family development from two (2) spaces to one point seven (1.7) spaces as regulated in Section 400.670 of the St. Charles Code of Ordinances. The subject property is an overall 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. The property is zoned C-2 General Business District and is requesting to be zoned R-3A Multiple-Family Residential District (Ward 4). ***The applicant has been WITHDRAWN by the applicant.***

NO FURTHER ACTION IS REQUIRED BY THE BOARD.

MOTION WAS MADE BY LATONYA GROTEGEERS: I move we adjourn.

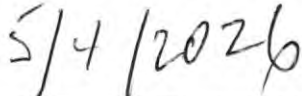
MOTION WAS SECONDED BY KEITH WHITTEMORE.

VOICE VOTE: 5 IN FAVOR, 0 OPPOSED. MOTION PASSED.

Meeting adjourned at 6:51 p.m.



SECRETARY



DATE

MEETING MINUTES – February 26, 2026



230 South Main Street, St. Charles, MO 63301

THE GREATER SAINT CHARLES CONVENTION & VISITORS COMMISSION

Tourism Commissioners:

Mayor Dan Borgmeyer
Council Liaison Mr. Mark Hollander
Chairperson Mr. Scott Tate
Vice Chair Ms. April Moxley
Ms. Trudy Pagano

Ms. Ashley Gaddy
Mr. Dan Tripp
Mr. Cory King
Ms. Lydia Crespo
Alt. Council Liaison Justin Foust

Call to Order & Introductions: The Tourism Commission Meeting was called to order at 4:00pm by Chairperson, Mr. Scott Tate. Commissioners present were: Mayor Dan Borgmeyer, Alternate Council Liaison, Mr. Justin Foust, Ms. April Moxley, Ms. Lydia Crespo, Ms. Trudy Pagano, and Mr. Dan Tripp. Staff members present were: Assistant Director, Elizabeth Phelps, Director of Sales, Joanie Ohlms, and Staff Liaison, Pamela Castellano. Also present: Mr. Steve Powell.

- 1. Approval of Minutes:** A motion was made by Mayor Dan Borgmeyer to approve the January 22, 2026 Meeting Minutes. The motion was seconded by Ms. Lydia Crespo and was approved unanimously.
- 2. Questions relative to reports provided in Agenda Packet:** There were no questions relative to the reports provided.
 - STR:
 - Convention Center:
 - CVB Financial:
- 3. CVB and Foundry updates:** Ms. Phelps provided an update of The CVB and Foundry operations.
Ms. Ohlms shared a Sales Division summary with the Commission.

- 1. Public Comments:** Mr. Steve Powell shared some information about current national trends in travel and tourism. From the TTRA's 2026 Marketing Outlook Forum, he learned that travelers are looking for premium, high-end experiences; personal and exclusive. Demand is high, but travelers want a simple, transparent process when making plans. Additionally, Mr. Powell inquired with Mayor Borgmeyer about the current status of the recruitment for a Tourism Director.

2. Announcements | Updates:

- **Mayor:** In response to Mr. Powell's inquiry about recruitment for a Tourism Director, Mayor Borgmeyer announced that the City has recruited and has final candidates for the Director of Communications position, and he believes that recruitment has begun for the Director of Tourism. Confirmation, however, can be obtained from HR and Administration. | Mayor also announced that our Commissioner, Ms. Kayla Smith has moved away from our area and has resigned from the Commission. Mayor expects to appoint her replacement soon. | Mayor expressed the City's need for improved enforcement of the payment of the City's Tourism Taxes, and is hoping to streamline the process. | Mayor recapped a recent visit to The

MEETING MINUTES – February 26, 2026

Space Museum and Grissom Center in Bonne Terre, Missouri, and expressed his thoughts on opportunities to move the Museum and Center to St. Charles. | Finally, Mayor mentioned his idea about inviting Wine Country Merchants to an upcoming Tourism Commission Meeting.

- **Council Liaison:** Mr. Justin Foust updated Commissioners on plans for the 40th Anniversary of St. Charles Oktoberfest, and announced dates for the Burgermeister Ball -September 18- and Anniversary Parade - September 24. | Mr. Foust also advised the Commission that, as a member of Lindenwood University's Board of Trustees, he is not in favor of their Homecoming Parades taking place on Main Street. He further expressed his opinion that the Homecoming Parade should conclude at the University.
 - **Commissioners:** Ms. Lydia Crespo advised that the Mardi Gras Parade on Sunday worked out well for her shop. There was a good crowd to help the Sunday sales.
Mr. Dan Tripp announced that the 2026 St. Patrick's Day Run, Parade and Festival will take place in Defiance on March 14. | Additionally, Mr. Tripp wished to reiterate his thoughts on the importance of Data and Analytics to measure our successes.
Ms. April Moxley expressed her appreciation for the visitors who braved the frigid temperatures and attended this year's Fete de Glace. Ms. Moxley expects a larger number of carvers for next year's Festival.
3. **Adjournment:** A motion to adjourn was made by Ms. Crespo and seconded by Mr. Foust. The February Meeting of The Greater St. Charles Convention and Visitors Commission adjourned at 4:50m.

Approved: _____



April 23, 2026

MINUTES

THE HOUSING AUTHORITY OF THE CITY OF ST. CHARLES

Wednesday, February 25, 2026

8:30 am

1041 Olive Street

St. Charles, Missouri 63301

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

Present

Diane Burke, Chair
Melanie McIlroy, Commissioner, Via Telephone
Patrick Pryor, Commissioner
Bill Otto, City Council Liaison
Lauren Burnett, Secretary

Absent

Anne Lersch, Vice Chair
Kathleen Thompson, City Staff Liaison

Comments from Residents

Minutes from the January 2026 Board meeting were emailed earlier and discussed at this time. A motion was made by Commissioner McIlroy and seconded by Commissioner Pryor to approve the minutes. Motion carried.

Approval of List of Bills

The list of bills from January 2026, consisting of PH Check numbers 43502 to 43554 in the amount of \$118,290.12 and S8 Check numbers 52347 to 52481 in the amount of \$229,979.38 were reviewed and discussed. A motion was made by Commissioner Pryor and seconded by Commissioner McIlroy to approve the list of bills. Motion carried.

Vacancies

Regarding the Section 8 Program, we now have 244 units under lease as of January 1, 2026, and are at 87.14% leased up. We are spending 112.14% of our HAP for the month of February 2026.

We have 3 vouchers on the street searching – 1 VASH voucher, 1 S8 voucher and 1 port out voucher. We have a total of 5 VASH vouchers that need to lease up, we are waiting for referrals to utilize these vouchers.

We have 15 vacancies in Low Rent Housing, 9 that are offline and in the process of modernization and 6 units in make-ready status. We are anticipating 3 additional vacancies this month due to tenants not responding to their lease terminations.

New Business

Old Business

Resolution # 899 – 2025 Budget – Revision – Tabled.

Resolution # 900 – 2026 Budget – Preliminary Budget was presented and discussed. A motion to approve was made by Commissioner McIlroy and seconded by Commissioner Pryor.

Executive Directors Annual Review – Tabled until December 2026.

Terminations and Court Hearings

Section 8 Termination of Assistance:

We had one termination for the Section 8 Program for the month of February 2026, however they requested a hearing.

Public Housing Termination of Lease:

We have three terminations for the Public Housing Program for the month of January 2026 for non-payment of rent.

LANDMARKS BOARD - MINUTES
March 23, 2026
City Council Chambers, Fourth Floor City Hall
200 North Second Street
St. Charles, MO 63301

MEMBERS PRESENT

Jill Ryan, Vice Chair
Michelle Beucke
Dave Settle
Steve Hollander, Council Liaison

STAFF PRESENT

Taylor Moore, Preservation Planner
John Boyer, Asst. Director of CD

Absent: Steve Martin, John Donnelly, Christi Tennyson

On Monday, March 23, 2026, at 6:00 p.m., the City of St. Charles Landmarks Board held its regular monthly meeting in the Council Chambers on the fourth floor of City Hall.

1. Call to order and call the roll.

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

2. The Pledge of Allegiance

3. Consent Agenda

(A) Case No. EC-2024-1 205 South Duchesne. Nate Droste. The applicant is requesting permission to removal a non-historic addition and revitalize the two-tier porch. [Individually Listed Landmark, Ward 10].

(B) Case No. EC-2026-11 105 North Main Street. Penny Pitman. The applicant is requesting permission to replace a railing on a rear deck [Historic Downtown District, Ward 1].

(C) Case No. EC-2026-13 701 South Riverside Drive. Jodi Devonshire. The applicant is requesting permission to replace four entry doors on the structure [South Main Preservation District, Ward 2].

This item was removed from the consent agenda.

(D) Case No. EC-2026-15 1101 North 3rd Street. Donna Delaney. The applicant is requesting permission to make repairs to the front porch of the building [Frenchtown Preservation District, Ward 1].

(E) Case No. EC-2026-20 519 South Benton Avenue. Katie Shereretz. The applicant is requesting permission to expand their fence in the rear yard of the property [Extended Historic Preservation District, Ward 2].

Michelle Beucke made a motion to approve the remaining consent agenda items. Steve Hollander seconded the motion. four were in favor, none were opposed (4-0). The motion passed.

4. Removed Consent Agenda Items

(A) Case No. EC-2026-13 701 South Riverside Drive. Jodi Devonshire. The applicant is requesting permission to replace four entry doors on the structure [South Main Preservation District, Ward 2]. *Item removed so Michelle Beucke can abstain. Steve Hollander made a motion to approve*

the application. Dave Settle seconded the motion. Three were in favor, none were opposed, one abstained (3-0-1). The motion passed.

5. Sign Permit Applications

- (A) Sign Permit No. 2026-826 140 North Main Street. Genevieve Kaufmann. The applicant is requesting permission to install a new projecting sign for the business “La Tia & Pancho’s Cantina & Grill” [Historic Downtown District, Ward 1]. *Genevieve Kaufman was present to answer questions from the Board. Michelle Beucke made a motion to approve the sign application as submitted, Dave Settle seconded the motion. Four were in favor, none were opposed (4-0). The motion passed.*

6. Structure Review

- (A) Case No. EC-2026-6 620 South 5th Street. Isam Mohammad. The applicant is requesting after-the-fact approval to install new light fixtures on the property [Extended Historic Preservation District, Ward 2]. *Khalil Sharawi with Miami Grill was present to answer questions from the Board. Steve Hollander made a motion to approve the application as submitted. Michelle Beucke seconded the motion. Four were in favor, none were opposed (4-0). The motion passed.*
- (B) Case No. EC-2026-12 305 Morgan Street. James Reed. The applicant is requesting permission to construct a new cupola structure on the roof of the dwelling [Frenchtown Preservation District, Ward 1]. *Michelle Beucke was present to answer questions from the Board. Steve Hollander made a motion to approve the application as submitted. Dave Settle seconded the motion. Three were in favor, none were opposed, one abstained (3-0-1). The motion passed.*
- (C) Case No. EC-2026-14 901 North 2nd Street. Mark Hicks. The applicant is requesting permission to replace the front balcony and rear deck on the structure [Frenchtown Preservation District, Ward 1]. *Shane Hicks and Jamie Wiechens were present to answer questions from the Board. Steve Hollander made a motion to approve the project, subject to the balcony railing posts align with the support posts below. Dave Settle seconded the motion. Four were in favor, none were opposed (4-0). The motion passed.*
- (D) Case No. EC-2026-16 825 South Main Street. Michelle Beucke. The applicant is requesting permission to make alterations to the rear garage and rear addition of the primary structure [South Main Preservation District, Ward 2]. *Michelle Beucke was present to answer questions for the Board. Steve Hollander made a motion to approve the project. Dave Settle seconded the motion. Three were in favor, none were opposed, one abstained (3-0-1). The motion passed.*
- (E) Case No. EC-2026-17 725 North 4th Street. Ace Kessler. The applicant is requesting permission to make alterations to the front porch and rear porch on the dwelling [Frenchtown Preservation District, Ward 1]. *Ace Kessler was present to answer questions from the Board. Michelle Beucke made a motion to approve the project subject to the condition the existing railing for the front porch is used. Steve Hollander seconded the motion. Four were in favor, none were opposed (4-0). The motion passed.*
- (F) Case No. EC-2026-18 1106 North 2nd Street. Marcia Randoll. The applicant is requesting permission to add an outdoor patio area and construct a rear addition to the existing structure [Frenchtown Preservation District, Ward 1]. *Drew Weber was present to answer questions for the Board. Michelle Beucke made a motion to approve the project as amended. Dave Settle seconded the motion. Three were in favor, none were opposed, one abstained (3-0-1). The motion passed.*
- (G) Case No. EC-2026-19 300 North 5th Street. Jamey Schmitt. The applicant is requesting after-the-fact approval to make exterior alterations to the dwelling [Extended Historic Preservation

District, Ward 2]. *Jamey Schmitt was present to answer questions for the Board. Steve Hollander made a motion to approve the project, subject to the condition the first-floor windows are modified to maintain original height. Dave Settle seconded the motion. Four were in favor, none were opposed (4-0). The motion passed.*

- (H) Case No. SP-2026-5 711 South Benton Avenue. Matt Barker. The applicant is requesting approval to demolish a rear garage and rear addition on the property [Extended Historic Preservation District, Ward 2]. *Steve Hollander made a motion to table the application to the April 20, 2026, Landmarks Meeting. Dave Settle seconded the motion. Three were in favor, none were opposed, one abstained (3-0-1). The application was tabled.*
- (I) Case No. SP-2026-6 912 South 4th Street. Mike Petrosino. The applicant is requesting approval to demolish an existing detached garage in the rear of the property [Extended Historic Preservation District, Ward 2]. *Steve Hollander made a motion to table the application to the April 20, 2026, Landmarks Meeting. Dave Settle seconded the motion. Three were in favor, none were opposed, one abstained (3-0-1). The application was tabled.*
- (J) Case No. SP-2026-7 912 South 4th Street. Mike Petrosino. The applicant is requesting approval to construct a new detached garage in the rear of the property [Extended Historic Preservation District, Ward 2]. *Michelle Beucke was present to answer questions for the Board. Steve Hollander made a motion to approve the project, subject to modifications being made for symmetrical appearance. Dave Settle seconded the motion. Three were in favor, none were opposed, one abstained (3-0-1). The motion passed.*

7. Announcements/Reports from Officers

No Reports.

8. Staff Reports

No Reports.

9. Approval of February 23, 2026, regular meeting minutes

Steve Hollander made a motion to approve the minutes, Michelle Beucke seconded the motion. Four were in favor, none were opposed (4-0).

10. Adjournment

Steve Hollander made a motion to adjourn. Michelle Beucke seconded the motion. All were in favor (4-0). The meeting adjourned at 7:14pm.

Achmy

SECRETARY

04/20/2026

DATE



**PLANNING AND ZONING COMMISSION
MEETING MINUTES
March 9, 2026
City Hall – Council Chambers
200 N Second Street, 4th Floor
St. Charles, MO 63301**

MEMBERS PRESENT:

Shawn Luesse, Chairperson
Chris DeGuentz
Adriana Perrone
Tyson King
Keith Liston
John Morgan
Mayor Dan Borgmeyer
Michael Galba, City Council Liaison

MEMBERS ABSENT

Julie Bartch, Vice-Chair
Missy Palitzsch, Secretary

STAFF PRESENT:

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

A regular meeting of the St. Charles Planning and Zoning Commission was held on **Monday, March 9, 2026**, beginning at 6:00 p.m. on the fourth floor of City Hall Chambers, 200 North Second Street, St. Charles, Missouri. *The meeting was called to order by Chair, Sean Luesse, at 6:00 p.m. Adriana Perrone was elected to be Interim Secretary and she took roll. Those in attendance are noted above.*

1. Call to order and the roll.
2. The Pledge of Allegiance.
3. Approve the minutes of the February 9, 2025 Planning and Zoning Commission meeting.

Mayor Borgmeyer made a motion to approve the minutes. Councilmember Galba seconded the motion. All were in favor. The minutes were approved.

Councilmember Galba made a motion to amend the agenda in order to consider Items #8 (Case No. PDA-2026-01) & 10 (Case No. Z-2026-06) first on the agenda. Commissioner DeGuentz seconded the motion. All were in favor. Motion passed.

Chair Luesse recused himself from this application and Commissioner DeGuentz motioned to have Councilmember Galba take over as Acting Chair for these items. Commissioner Morgan seconded the motion.

*A roll call vote was taken with the following results: **Aye:** Morgan, DeGuentz, King, Perrone, Liston, Borgmeyer, Galba; **No:** None; **Abstain:** None; **Absent:** Bartch, Palitzsch. Motion passed (7 in favor, 0 opposed).*

PUBLIC HEARING: Planned Development Amendment

4. 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.

Planner Brown provided the Commission with an overview of the Planned Development Amendment request. The applicant addressed the Commission. The public hearing for the application opened with one (1) speaker from the public, speaking in opposition due to concerns with traffic and fit to surrounding development. Mayor Borgmeyer made a motion to close the public hearing. Commissioner Liston seconded the motion.

*A roll call vote was taken with the following results: **Aye:** Morgan, DeGuentz, King, Perrone, Liston, Borgmeyer, Galba; **No:** None; **Abstain:** None; **Absent:** Bartch, Palitzsch. Motion passed (7 in favor, 0 opposed). The public hearing closed.*

Commissioner Morgan motioned to forward the application with a favorable recommendation, as submitted. Commissioner DeGuentz seconded the motion.

*A roll call vote was taken with the following results: **Aye:** Morgan, DeGuentz, King, Perrone, Liston, Galba; **No:** None; **Abstain:** Borgmeyer; **Absent:** Bartch, Palitzsch. Motion passed (6 in favor, 0 opposed, 1 abstention).*

The application will be forwarded to the City Council with a favorable recommendation at their April 7, 2026 meeting.

PUBLIC HEARING: Rezoning

5. 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.

Planner Berry provided the Commission with an overview of the Rezoning request. The applicant addressed the Commission. The public hearing for the application opened with no speakers from the public. Mayor Borgmeyer made a motion to close the public hearing. Commissioner Liston seconded the motion.

*A roll call vote was taken with the following results: **Aye:** Morgan, DeGuentz, King, Perrone, Liston, Borgmeyer, Galba; **No:** None; **Abstain:** None; **Absent:** Bartch, Palitzsch. Motion passed (7 in favor, 0 opposed). The public hearing closed.*

Commissioner Morgan motioned to forward the Rezoning with a favorable recommendation, as submitted. Commissioner King seconded the motion.

*A roll call vote was taken with the following results: **Aye:** Morgan, DeGuentz, King, Perrone, Liston, Borgmeyer, Galba; **No:** None; **Abstain:** None; **Absent:** Bartch, Palitzsch. Motion passed (7 in favor, 0 opposed). The Rezoning application will be forwarded to the City Council with a favorable recommendation at their April 7, 2026 meeting.*

Chair Luesse came back to run the rest of the meeting.

PUBLIC HEARING: Rezoning

6. 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.

Planner Berry provided the Commission with an overview of this annexation and establishment of zoning request. The applicant was absent. The public hearing for the application opened with no speakers from the public. Mayor Borgmeyer made a motion to close the public hearing. Commissioner DeGuentz seconded the motion.

*A roll call vote was taken with the following results: **Aye:** Luesse, Morgan, DeGuentz, King, Perrone, Liston, Borgmeyer, Galba; **No:** None; **Abstain:** None; **Absent:** Bartch, Palitzsch. Motion passed (8 in favor, 0 opposed). The public hearing closed.*

Commissioner DeGuentz motioned to forward the Annexation application, as submitted. Commissioner Morgan seconded the motion.

*A roll call vote was taken with the following results: **Aye:** Luesse, Morgan, DeGuentz, King, Perrone, Liston, Borgmeyer, Galba; **No:** None; **Abstain:** None; **Absent:** Bartch, Palitzsch. Motion passed (8 in favor, 0 opposed).*

The Annexation application will be forwarded to the City Council with a favorable recommendation at their April 7, 2026 meeting.

Commissioner DeGuentz motioned to forward the Establishment of Zoning application, as submitted. Commissioner Morgan seconded the motion.

*A roll call vote was taken with the following results: **Aye:** Luesse, Morgan, DeGuentz, King, Perrone, Liston, Borgmeyer, Galba; **No:** None; **Abstain:** None; **Absent:** Bartch, Palitzsch. Motion passed (8 in favor, 0 opposed).*

The Establishment of Zoning application will be forwarded to the City Council with a favorable recommendation at their April 7, 2026 meeting.

PUBLIC HEARING: Conditional Use

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

Planner Berry provided the Commission with an overview of the Conditional Use request. The applicant addressed the Commission. The public hearing for the application opened with one (1) speaker from the public, in favor of the application. Mayor Borgmeyer made a motion to close the public hearing. Commissioner DeGuentz seconded the motion.

*A roll call vote was taken with the following results: **Aye:** Luesse, Morgan, DeGuentz, King, Perrone, Liston, Borgmeyer, Galba; **No:** None; **Abstain:** None; **Absent:** Bartch, Palitzsch. Motion passed (8 in favor, 0 opposed). The public hearing closed.*

Councilmember Galba motioned to forward the Conditional Use application, 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.

Commissioner Morgan seconded the motion.

A roll call vote was taken with the following results: Aye: Luesse, Morgan, DeGuentz, King, Perrone, Liston, Borgmeyer, Galba; No: None; Abstain: None; Absent: Bartch, Palitzsch. Motion passed (8 in favor, 0 opposed).

The Conditional Use application will be forwarded to the City Council with a favorable at their April 7, 2026 meeting.

PUBLIC HEARING: Conditional Use

8. 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.

Planner Brown provided the Commission with an overview of the Conditional Use request. The applicant addressed the Commission. The public hearing for the application opened with no speakers from the public. Councilmember Galba made a motion to close the public hearing. Commissioner Liston seconded the motion.

A roll call vote was taken with the following results: Aye: Luesse, Morgan, DeGuentz, King, Perrone, Liston, Galba; No: None; Abstain: None; Absent: Bartch, Palitzsch, Borgmeyer. Motion passed (7 in favor, 0 opposed). The public hearing closed.

Councilmember Galba motioned to forward the Conditional Use application, with the following conditions:

1. This conditional use permit for in-vehicle sales (drive-thru) associated with a permitted restaurant is issued to the applicant 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.

Commissioner Liston seconded the motion.

A roll call vote was taken with the following results: Aye: Luesse, Morgan, DeGuentz, King, Perrone, Liston, Galba; No: None; Abstain: None; Absent: Bartch, Palitzsch, Borgmeyer. Motion passed (8 in favor, 0 opposed).

The Conditional Use application will be forwarded to the City Council with a favorable at their April 7, 2026 meeting.

PUBLIC HEARING: Conditional Use

9. 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.

Planner Berry provided the Commission with an overview of the Conditional Use request. The applicant addressed the Commission. The public hearing for the application opened with no speakers from the public. Councilmember Galba made a motion to close the public hearing. Commissioner Liston seconded the motion.

A roll call vote was taken with the following results: Aye: Luesse, Morgan, DeGuentz, King, Perrone, Liston, Galba; No: None; Abstain: None; Absent: Bartch, Palitzsch, Borgmeyer. Motion passed (7 in favor, 0 opposed). The public hearing closed.

Councilmember Galba motioned to forward the Conditional Use application, with the following conditions:

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

Commissioner DeGuentz seconded the motion.

A roll call vote was taken with the following results: Aye: Luesse, Morgan, DeGuentz, King, Perrone, Liston, Galba; No: None; Abstain: None; Absent: Bartch, Palitzsch. Motion passed (7 in favor, 0 opposed).

The Conditional Use application will be forwarded to the City Council with a favorable at their April 7, 2026 meeting.

PUBLIC HEARING: Conditional Use

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

Planner Brown provided the Commission with an overview of the Conditional Use request. The applicant addressed the Commission. The public hearing for the application opened with one (1) speaker from the public, in favor of the application. Commissioner DeGuentz made a motion to close the public hearing. Councilmember Glaba seconded the motion.

A roll call vote was taken with the following results: Aye: Luesse, Morgan, DeGuentz, King, Perrone, Liston, Galba; No: None; Abstain: None; Absent: Bartch, Palitzsch, Borgmeyer. Motion passed (7 in favor, 0 opposed). The public hearing closed.

Councilmember Galba motioned to forward the Conditional Use application, 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.**

Commissioner DeGuentz seconded the motion.

*A roll call vote was taken with the following results: **Aye:** Luesse, Morgan, DeGuentz, King, Perrone, Liston, Galba; **No:** None; **Abstain:** None; **Absent:** Bartch, Palitzsch, Borgmeyer. Motion passed (7 in favor, 0 opposed).*

The Conditional Use application will be forwarded to the City Council with a favorable at their April 7, 2026 meeting.

PUBLIC HEARING: Conditional Use

11. 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.

Planner Brown provided the Commission with an overview of the Conditional Use request. The applicant addressed the Commission. The public hearing for the application opened with one (1) speaker from the public, speaking in favor of the application. Commissioner Liston made a motion to close the public hearing. Councilmember Glaba seconded the motion.

*A roll call vote was taken with the following results: **Aye:** Luesse, Morgan, DeGuentz, King, Perrone, Liston, Galba; **No:** None; **Abstain:** None; **Absent:** Bartch, Palitzsch, Borgmeyer. Motion passed (7 in favor, 0 opposed). The public hearing closed.*

Commissioner DeGuentz motioned to forward the Conditional Use application, 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 1st Capitol Dr and is not transferable to another user or location.**
2. **The food truck(s) shall only be located in the area designated on the site plan.**
3. **No more than two (2) food trucks shall be located on the site at any point in time.**
4. **The site shall be maintained in an orderly condition, with all equipment, supplies, and materials contained within the food truck(s).**
5. **Non-compliance with any building codes, property maintenance codes, fire codes or conditions of this approval is grounds for revocation of the conditional use approval.**

Commissioner Liston seconded the motion.

*A roll call vote was taken with the following results: **Aye:** Luesse, Morgan, DeGuentz, King, Perrone, Liston, Galba; **No:** None; **Abstain:** None; **Absent:** Bartch, Palitzsch, Borgmeyer. Motion passed (7 in favor, 0 opposed).*

The Conditional Use application will be forwarded to the City Council with a favorable at their April 7, 2026 meeting.

Adjournment

*The next regular meeting of the Planning and Zoning Commission is scheduled for **April 13, 2026.***

Commissioner Morgan made a motion to adjourn the meeting. Councilmember Galba seconded the motion. All were in favor. The meeting adjourned at 7:09 p.m.

SECRETARY

DATE

MEETING SUMMARY

MAIN STREET SPECIAL BUSINESS DISTRICT ADVISORY BOARD

Thursday, April 2, 2026, 10:30 AM

Conference Room A., City Hall

200 N. Second Street, Saint Charles, Missouri

Members Present:

Jodi Devonshire, Chair
Amy Senter
Ryan Riege
Gregory Upchurch
Mark Ottinger
Chip Bates
Mark Hollander, Council Liaison

Staff Members Present:

Taylor Moore, Preservation Planner
Jessica Ferguson, Community Development
Lawrence Perney, Director of Public Works
Tim Rohrbacker, Public Works
Samuel Thomas, Public Works
Ryan Nacke, Police Officer
Beth Norviel, Director of Communications

ABSENT: Marsha Timme, Romney Rice-Dunn

Call to Order and Call the Roll – Jodi Devonshire called the meeting to order at 10:30a.m. There were seven (7) members present, enough for a quorum. Taylor Moore conducted roll call.

Pledge of Allegiance – Jodi Devonshire led the Pledge of Allegiance.

Minutes – Meeting minutes were needing approval for the March 5, 2026, regular meeting. Chip Bates made a motion to approve the minutes as submitted, Amy Senter seconded the motion. Seven were in favor, none were opposed (7-0).

Correspondence – Taylor Moore gave the Board an update on the flower plantings for Main Street.

Police Report for Main Street – Officer Nacke was present to answer questions for the Board. Video gaming machines have been deemed illegal by the State, and the Police Department is completing checks for these in businesses this morning.

Report from Communications Dept. – Beth Norviel was present to answer questions for the Board. The City Farmers Market begins April 5th and span through November. Once the Foundry parking lot opens in August the Market will move in to there. Other updates include the Main Street in Bloom event will be Mother's Day weekend, and the Taco Fest will be the last weekend in April.

Current Operating Budget – Taylor Moore presented the operating budget. Amy Senter made a motion to approve the budget. CM Mark Hollander seconded the motion. All were in favor (7-0).

Funding Requests – Jodi Devonshire updated the Board regarding the wooden trash can toppers for South Main Street. Droste Construction has completed the toppers and will invoice the City.

Main Street Maintenance Items – Lawrence Perney, Tim Rohrbacker, and Samuel Thomas with Public Works were present at the meeting. Tim Rohrbacker discussed how all brick repairs have been completed, most gas lamps have been lit, and the baskets for the topiary towers should be arriving April 15th. Other updates included a new contract to monitor the street cleaner, status on the gum removal machine, and bushes under the colonnade structure have been removed and new ones will be planted.

Amy Senter read an email from a patron of Main Street regarding the status of the public restrooms under the gazebo in the 400 Block of South Main. CM Mark Hollander to contact the Parks Department regarding this.

New Business – Taylor Moore asked if any members would be willing to attend the Frenchtown Special Business District meeting next week. The Frenchtown SBD had requested a member to come to speak on how meetings and business should be run.

Report from City Council Liaison – CM Mark Hollander updated the Board on the appeal for Building 90 on the American Car Foundry Complex.

Other Information from Staff – The Board’s next regular meeting will be May 7, 2026, at 10:30a.m.

Adjournment – Amy Senter made a motion to adjourn the meeting. Chip Bates seconded the motion. All were in favor (7-0). The meeting ended at 11:16a.m.



Jodi Devonshire, Chair

5-7-26

Date



Veterans Commission of the City of Saint Charles
Meeting Minutes April 13, 2026

The Veterans Commission of the City of Saint Charles, Missouri met on Monday, April 13, 2026, at 5:30 PM in Conference Room A, on the Fourth Floor of City Hall, 200 North Second Street, Saint Charles Missouri with Chairman Chris Mendes, Betty Gonzales, Renee Porter, Larry Reighard, Ivan Bohlender, Lance Theby, Thomas Stephens, Katrina Evans, and Staff Liaison Larry Perney. Art Minor and Council Liaison Brian Gould were absent.

Meeting called to order at 5:32 PM. Roll Call was held.

The Pledge of Allegiance, led by Katrina Evans, was recited.

Approval of March 10, 2026 Minutes: Motion to approve by Renee Porter and Seconded by Thomas Stephenson. All approved, motion passed.

New Business:

- 1) The Commission discussed the purpose of the Veterans Commission and agreed upon an addendum regarding its purpose and direction.
- 2) Planning discussion was held for the Memorial Day event scheduled for May 25, 2026, at 10:00 AM.
 - Chris Mendes stated that a speaker had been identified, Rebecca Tallman, and would reach out to gather speaker details.
 - Lance Theby will serve as Master of Ceremonies for the event.
- 3) The Commission reviewed key event details and agreed to finalize remaining items at the next meeting.

Veterans Commission Calendar of Events:

- Memorial Day Ceremony – May 25, 2026, 10:00 a.m.
- Purple Heart Day – August 7, 2026, 9:00 a.m.
- POW-MIA Watchfire – September 18, 2026, 6:30 p.m.
- St. Charles Salutes - Veterans Day Ceremony – November 7, 2026, 12 noon

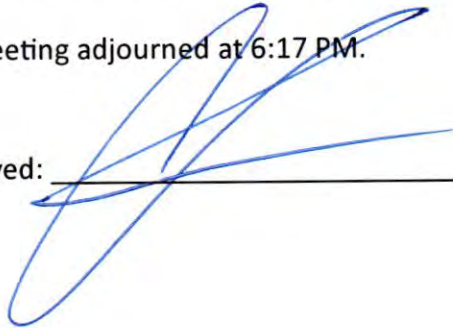
4) Potential partnerships were discussed, including collaboration with Lindenwood University.

Date of next meeting is set for May 11th, 2026

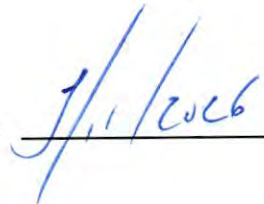
Betty Gonzles made a motion to adjourn, seconded by Lance Theby. All approved, motion passed.

The meeting adjourned at 6:17 PM.

Approved: _____



Date _____



RCA FORM (OFFICE USE ONLY)

Bill # NA

MEETING/DATE: 5/19/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): ALL

Sponsor(s): N/A

Description:

Monthly Finance FITS Report for the month ended January 2026.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

Page 1-2, Financial Overview for January 2026.
Page 3-5, Presentation of monthly investment report for the month of January 2026.
Page 6, Pursuant to Ordinance #11-09; requests for Intra-Departmental Transfer of Appropriations > \$10,000 for January 2026.
Page 7, Monthly report detailing approved property to be disposed of as surplus and/or abandoned property during the month of January 2026.

Due to the implementation of the new EERP, we were delayed in preparing reports for the monthly FITS report.

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

RCA prepared by: JS Dept. Dir. gao Finance Dir. gao Dir. of Admin. u

CITY OF ST. CHARLES, MO
 FINANCIAL UPDATE
 YTD 01/31/2026

General Fund

	Amended Budget		Unaudited Actual		% of Budget	Amended Budget		Unaudited Actual		% of Budget	Difference	Notes
	2025	2026	2025	2026		2025	2026	2025	2026			
Revenue:												
Property Taxes	\$10,595,886	\$10,131,897	\$10,131,897	\$4,264,197	96%	\$10,954,547	\$4,264,197	\$4,264,197	\$4,264,197	39%	(\$6,690,350)	
Utility Taxes	\$9,095,357	\$9,193,861	\$9,193,861	\$873,316	101%	\$9,295,441	\$873,316	\$873,316	\$873,316	9%	(\$8,422,125)	
Sales Taxes	\$13,175,678	\$12,288,515	\$12,288,515	\$1,123,357	93%	\$13,531,264	\$1,123,357	\$1,123,357	\$1,123,357	8%	(\$12,407,907)	
Use Tax	\$7,744,331	\$6,971,438	\$6,971,438	\$567,764	90%	\$7,550,000	\$567,764	\$567,764	\$567,764	7%	(\$6,982,236)	
Other Tax Revenue	\$1,284,444	\$1,202,000	\$1,202,000	\$93,134	94%	\$1,315,925	\$93,134	\$93,134	\$93,134	7%	(\$1,222,791)	
Gaming Tax	\$7,068,546	\$7,068,546	\$7,068,546	\$646,824	100%	\$6,859,991	\$646,824	\$646,824	\$646,824	9%	(\$6,213,167)	
Licenses and Permits	\$2,326,320	\$2,406,769	\$2,406,769	\$174,777	103%	\$2,799,650	\$174,777	\$174,777	\$174,777	6%	(\$2,624,873)	
Fines and Fees	\$2,951,689	\$3,415,079	\$3,415,079	\$324,434	116%	\$3,199,362	\$324,434	\$324,434	\$324,434	10%	(\$2,874,928)	
Charges for Services	\$12,474,454	\$11,879,490	\$11,879,490	\$1,106,809	95%	\$14,308,754	\$1,106,809	\$1,106,809	\$1,106,809	8%	(\$13,201,945)	
Interest	\$380,000	\$0	\$0	\$9,610	0%	\$595,900	\$9,610	\$9,610	\$9,610	2%	(\$586,290)	
Transfers In From Other Funds	\$1,000	\$1,000	\$1,000	\$0	100%	\$1,000	\$0	\$0	\$0	0%	(\$1,000)	
Sales of Fixed Assets	\$100,000	\$0	\$0	\$0	0%	\$100,000	\$0	\$0	\$0	0%	(\$100,000)	
Grants	\$979,718	\$1,000,447	\$1,000,447	\$0	102%	\$0	\$0	\$0	\$0	0%	\$0	
Total Revenue	\$68,177,423	\$65,559,043	\$65,559,043	\$9,184,222	96%	\$70,511,834	\$9,184,222	\$9,184,222	\$9,184,222		(\$61,327,612)	
Expenditures:												
Personnel Services	\$51,222,217	\$51,137,582	\$51,137,582	\$4,090,110	100%	\$53,188,547	\$4,090,110	\$4,090,110	\$4,090,110	8%	(\$49,098,437)	
Professional/Purchased Services	\$12,719,278	\$11,901,925	\$11,901,925	\$1,005,284	94%	\$13,810,565	\$1,005,284	\$1,005,284	\$1,005,284	7%	(\$12,805,282)	
General/Operating Supplies	\$3,480,954	\$2,933,570	\$2,933,570	\$500,087	84%	\$3,528,665	\$500,087	\$500,087	\$500,087	14%	(\$3,028,578)	
Capital	\$2,590,216	\$2,014,958	\$2,014,958	\$35,856	78%	\$478,850	\$35,856	\$35,856	\$35,856	7%	(\$442,994)	
Transfers To Other Funds	\$0	\$0	\$0	\$0	0%	\$0	\$0	\$0	\$0	0%	\$0	
Total Expenditures	\$70,012,665	\$67,988,034	\$67,988,034	\$5,631,337		\$71,006,627	\$5,631,337	\$5,631,337	\$5,631,337		(\$65,375,290)	
Difference in Rev and Exp	(\$1,835,242)	(\$2,428,991)	(\$2,428,991)	\$3,552,885		(\$494,793)	\$3,552,885	\$3,552,885	\$3,552,885			
Fund Balance - beginning	\$19,710,306	\$19,710,306	\$19,710,306	\$17,281,315		\$20,834,200	\$17,281,315	\$17,281,315	\$17,281,315			
Fund Balance - ending	\$17,281,315	\$17,281,315	\$17,281,315	\$20,834,200		\$20,834,200	\$20,834,200	\$20,834,200	\$20,834,200			
Street Maintenance												
Revenue	\$10,823,884	\$10,669,457	\$10,669,457	\$746,490	99%	\$11,377,440	\$746,490	\$746,490	\$746,490	7%	(\$10,630,950)	
Expenses	\$15,163,819	\$13,487,778	\$13,487,778	\$641,114	89%	\$12,724,768	\$641,114	\$641,114	\$641,114	5%	(\$12,083,654)	
Difference in Rev and Exp	(\$4,339,935)	(\$2,818,321)	(\$2,818,321)	\$105,376		(\$1,347,328)	\$105,376	\$105,376	\$105,376		\$1,452,704	
Fund Balance - beginning	\$5,201,762	\$5,201,762	\$5,201,762	\$2,383,441		\$2,383,441	\$2,383,441	\$2,383,441	\$2,383,441			
Fund Balance - ending	\$2,383,441	\$2,383,441	\$2,383,441	\$2,488,817		\$2,488,817	\$2,488,817	\$2,488,817	\$2,488,817			

CITY OF ST. CHARLES, MO
 FINANCIAL UPDATE
 YTD 01/31/2026

	Amended Budget 2025	Unaudited Actual 2025	% of Budget	Amended Budget 2025	Unaudited Actual 2025	% of Budget	Difference	Notes
Park								
Revenue	\$8,879,641	\$7,999,078	90%	\$9,532,047	\$1,957,542	21%	(\$7,574,505)	
Expenses	\$13,558,514	\$10,505,837	77%	\$9,413,917	\$478,756	5%	(\$8,935,161)	
Difference in Rev and Exp	(\$4,678,873)	-\$2,506,759		\$118,130	\$1,478,786		\$1,360,656	
Fund Balance - beginning		\$6,416,326			\$3,909,567			
Fund Balance - ending		\$3,909,567			\$5,388,353			
Tourism								
Revenue	\$6,311,372	\$6,283,286	100%	\$6,761,782	\$789,763	12%	(\$5,972,019)	
Expenses	\$7,381,255	\$6,157,392	83%	\$7,869,291	\$782,881	10%	(\$7,086,410)	
Difference in Rev and Exp	(\$1,069,883)	\$125,894		(\$1,107,509)	\$6,882		\$1,114,391	
Fund Balance - beginning		\$4,482,364			\$4,608,258			
Fund Balance - ending		\$4,608,258			\$4,615,140			
Waterworks								
Revenue: Operating	\$17,005,695	\$15,793,013	93%	\$16,764,175	\$1,043,500	6%	(\$15,720,675)	
Expenses: Operating	\$15,019,589	\$16,375,349	109%	\$14,030,095	\$520,721	4%	(\$13,509,374)	
Difference in Rev and Exp	\$1,986,106	(\$582,336)		\$2,734,081	\$522,779		(\$2,211,302)	
Fund Balance - beginning - unrestricted		\$7,485,966			\$6,903,630			
Fund Balance - ending - unrestricted		\$6,903,630			\$7,426,408			
Sanitary Sewer								
Revenue	\$18,356,000	\$18,943,449	103%	\$19,902,462	\$1,541,431	8%	(\$18,361,031)	
Expenses	\$15,831,741	\$15,068,349	95%	\$13,007,738	\$363,351	3%	(\$12,644,387)	
Difference in Rev and Exp	\$2,524,259	\$3,875,100		\$6,894,724	\$1,178,080		(\$5,716,644)	
Fund Balance - beginning - unrestricted		\$8,068,912			\$11,944,012			
Fund Balance - ending - unrestricted		\$11,944,012			\$13,122,092			
Gaming Revenue - All Funds:								
				Allocation				
General	\$7,068,546	\$7,068,546	64%	\$6,859,991	\$646,824	64%	(\$6,213,167)	
Redevelopment	\$0	\$0	0%	\$0	\$0	0%	\$0	
Street Construction	\$0	\$0	0%	\$0	\$0	0%	\$0	
Major Facilities	\$0	\$0	0%	\$0	\$0	0%	\$0	
Capital Improvement	\$3,544,064	\$3,066,065	33%	\$3,858,745	\$363,838	36%	(\$3,494,907)	
Total Gaming Revenue	\$10,612,610	\$10,134,611	95%	\$10,718,736	\$1,010,662	9%	(\$9,708,074)	

**CITY OF ST. CHARLES
OUTSTANDING POOLED INVESTMENTS
1/31/2026**

Investment	Purchase	Date of: Maturity	Par Value	(a) Coupon	Price	Yield (b)	Original Purch. Price	Purchased Interest (c)	Market Basis	Market Value	Unrecorded Gain/(Loss)	Net		
												Curr. Mo. Accr. Int. (d)	Curr. Mo. Paid Int.	
Pooled Investments:														
Cash and Cash Equivalents														
FSTGD			\$ -		#DIV/0!		\$ 10,221,346.34			\$ 10,221,346.34			\$ 29,231.99	
Fixed Income Investments														
USTN - 91282C-LY-5	12/01/2024	11/30/2026	2,000,000.00	1.4500%	100.22	1.450%	2,004,335.94		100.535000	2,010,700.00	6,364.06	14,711.53		
USTN - 91282C-NK-3	06/30/2025	06/30/2025	1,000,000.00	1.4500%	99.57	1.450%	995,664.06		100.481000	1,004,810.00	9,145.94	3,425.41		
USTN - 91282C-DL-2	12/23/2024	11/30/2028	2,000,000.00	1.4500%	91.47	1.450%	1,829,453.13		94.416000	1,888,320.00	58,866.87	5,192.30		
USTN - 91282C-MB-5	12/15/2024	12/15/2027	1,000,000.00	1.4500%	99.20	1.450%	992,031.25		100.834000	1,008,340.00	16,308.75	5,274.72		
USTN - 91282C-MA-6	12/01/2024	11/30/2029	1,000,000.00	1.4500%	200.77	1.450%	2,007,734.38		202.988000	2,029,880.00	22,145.62	14,278.85		
USTN - 91282C-FZ-9	11/06/2023	11/30/2027	2,000,000.00	1.3875%	98.87	1.390%	1,977,304.69		100.598000	2,011,960.00	34,655.31	13,413.46		
USTN - 91282C-CNE-7	05/31/2025	05/31/2027	1,000,000.00	3.8750%	100.20	3.875%	1,002,031.25		100.442000	1,004,420.00	2,388.75	6,706.73		
USTN - 91282-CNU-1	08/15/2025	08/15/2028	1,000,000.00	3.6250%	100.15	3.625%	1,001,484.38		100.137000	1,001,370.00	(114.38)	16,745.92		
USTN - 91282C-KY-6	06/30/2024	06/30/2026	2,000,000.00	1.5000%	100.63	1.500%	2,012,578.13		100.394000	2,007,880.00	(4,698.13)	8,176.79		
USTN - 91282C-JF-9	11/06/2023	10/31/2028	1,000,000.00	1.4875%	101.51	1.470%	1,015,117.19		103.319000	1,033,190.00	18,072.81	12,524.17		
USTN - 91282C-KJ-8	11/06/2023	11/15/2026	1,000,000.00	1.4625%	99.49	1.460%	994,882.81		100.776000	1,007,760.00	12,877.19	9,965.46		
USTN - 91282C-GT-2	03/31/2024	03/31/2028	1,000,000.00	1.5000%	96.05	1.500%	960,468.75		100.166000	1,001,660.00	41,191.25	12,249.31		
USTN - 91282C-KG-5	03/31/2024	03/31/2029	1,000,000.00	1.5000%	97.66	1.500%	976,601.56		101.481000	1,014,810.00	38,208.44	14,052.19		
USTN - 91282C-KH-3	04/01/2024	03/31/2026	2,000,000.00	1.5000%	99.72	1.500%	1,994,492.19		100.115000	2,002,300.00	7,807.81	30,659.33		
USTN - 91282C-KJ-9	04/15/2024	04/15/2027	1,000,000.00	1.5000%	99.16	1.500%	991,640.63		101.125000	1,011,250.00	19,609.37	13,475.27		
USTN - 91282C-LN-9	09/30/2024	09/30/2029	1,000,000.00	3.6000%	98.48	3.600%	984,804.69		99.375000	993,750.00	8,945.31	11,923.07		
USTN - 91282C-LP-4	09/30/2024	09/30/2026	2,000,000.00	3.5400%	99.55	3.540%	1,991,054.69		99.937000	1,998,740.00	7,685.31	23,846.15		
USTN - 91282C-LO-2	10/15/2024	10/15/2027	1,000,000.00	3.9000%	100.10	3.900%	1,001,015.63		100.565000	1,005,650.00	4,634.37	11,603.70		
USTN - 91282C-JA-0	09/30/2023	09/30/2028	1,000,000.00	3.9000%	102.80	3.900%	1,027,968.75		102.800000	1,026,290.00	(1,678.75)	15,628.43		
			\$ 25,000,000.00		\$ 104.51		\$ 25,760,664.10		\$ 2,010.48	\$ 26,063,080.00	\$ 302,415.90	\$ 243,852.79		
REPOs	01/31/2026	02/01/2026	0.00	0.000%	100.000000	0.000%	0.00		100.000000	0.00	0.00	0.00		
OTHER (e)	01/01/2026	01/31/2026			100.000000									0.00
Total			\$ 25,000,000.00		\$ 35,982,010.44		\$ -		\$ 2,010.48	\$ 36,284,426.34	\$ 302,415.90	\$ 273,084.78	\$ -	0.00

Notes:

- a Coupon on the overnight repurchase agreement varies; the purchase price of discount notes imputes a yield, and therefore a coupon is not applicable.
- b The lower of YTC or YTM is used if a call date is applicable; the yield on REPOs is based on total interest earned on the average daily balance.
- c Purchased Interest is the imputed interest covering the period between the previous interest payment date and the date of purchase.
- d Net Current Month Accrued Interest consists of gross coupon interest +/- amortization of premium/discount for the month.
- e "OTHER" represents activity for REPOs & other investments that were sold or matured during the month.

**CITY OF ST. CHARLES
 POOLED INVESTMENTS REPORT
 EXECUTIVE SUMMARY
 1/31/2026**

	<u>Amount</u>	<u>Pct.</u>	<u>Max. Pct.</u>
<u>Investment Portfolio(Book Value):</u>			
Diversification Summary:			
U.S. Treasury Obligations	10,221,346.34	28%	100%
U.S. Government Agency Securities	25,760,664.10	72%	100%
Certificates of Deposit	0.00	0%	10%
Overnight Repurchase Agreements	0.00	0%	25%
	<u>35,982,010.44</u>	<u>100%</u>	
Maturity Benchmarks:			
0 to 6 months	13,228,807.28	37%	
6 to 12 months	0.00	0%	
1 to 2 years	5,989,882.82	17%	
2 to 5 years	16,763,320.34	47%	
over 5 years	Maximum 10,647,000.00	0%	
	<u>35,982,010.44</u>	<u>100%</u>	
U.S. Treasury & Overnight Repurchase Agreements	<u>10,221,346.34</u>	<u>28%</u>	min 5%

Interest Earnings Recap:

	<u>Current Year</u>	<u>Prior Year</u>
Interest Income:		
Earned - Year-to-Date	302,415.90	87,335.11
Realized - Year-to-Date	-	-
Total Outstanding Portfolio at: 01/31	<u>35,982,010.44</u>	<u>34,490,856.44</u>
Weighted Average Rate of Return:		
Current Month	0.0000%	0.0000%
Year-to-Date	<u>0.0000%</u>	<u>0.0000%</u>

Budget to Actual

	<u>Current Year</u>	<u>Prior Year</u>
Budgeted	505,000	300,000
Actual - Realized		
Actual - Sweep 01/31	1,554	336,691
Projected	<u>1,554</u>	<u>336,691</u>
Variance - Over (Under) Budget	<u>(503,446)</u>	<u>36,691</u>

Collateral Coverage:

Total Commerce Deposits	\$29,068,469.98	
FDIC Coverage	(250,000.00)	
Deposit Amount Requiring Collateralization	<u>\$28,818,469.98</u>	
Collateralization Ratio	1.10	
Collateral Required	<u>\$31,700,316.98</u>	
Market Value of Collateral at: 01/31	33,352,990.08	
Total Collateral Coverage: FDIC Coverage + Market Value of Collateral	<u>33,602,990.08</u>	
Excess of Collateral over Deposits - Aggregate	<u>\$4,534,520.10</u>	116%

Investment Activity for the Month:

<u>Investment</u>	<u>Date of:</u>		<u>Coupon</u>	<u>Yield</u>	<u>Par Value</u>	<u>Purch. Price</u>
	<u>Purchase</u>	<u>Sale/Mat.</u>				
<u>Purchases:</u>						
NONE						
<u>Maturities:</u>						
NONE						
<u>Sales/Calls:</u>						
NONE						



To: Members of City Council

From: Finance

Date: May 19, 2026

Subject: January 2026 Over \$10K Transfers Report

The following budget transfers took place in January 2026:

- The Economic Development Department transferred \$18,000.00 from Public Relations to Other Professional Services to cover the new 2026 contract for Scout Realty Group.



To: Members of City Council
From: Finance
Date: May 19, 2026
Subject: January 2026 Surplus Report

The following items were approved to be disposed of in January 2026 as surplus and/or abandoned property:

<u>Department</u>	<u>Items</u>	<u>Reason</u>
Community Development/Animal Control	Animal Box Truck (1) Chevrolet CK2500	Wrecked and totaled. Insurance will be picking it up due to it being totaled in an accident.
Parks	22' Trailer (1) 2011 Doolittle, 18' Trailer (1) 1999 Doolittle, Pool lifts (4) 2017 Spectrum SBC-24V-WR5, Sets of 5 seat spectator bleachers (10), Sets of 20' long player benches (10)	No longer needed to perform the duties of the department. Broken and cost to repair is not economical. Sell at online auction and disposal with no remuneration to the City.

RCA FORM (OFFICE USE ONLY)

Bill # NA

MEETING/DATE: 5/19/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): ALL

Sponsor(s): N/A

Description:

Monthly Finance FITS Report for the month ended February 2026.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

Page 1-2, Financial Overview for February 2026.
Page 3-5, Presentation of monthly investment report for the month of February 2026.
Page 6, Pursuant to Ordinance #11-09; requests for Intra-Departmental Transfer of Appropriations > \$10,000 for February 2026.
Page 7, Monthly report detailing approved property to be disposed of as surplus and/or abandoned property during the month of February 2026.

Due to the implementation of the new EERP, we were delayed in preparing reports for the monthly FITS report.

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

RCA prepared by: JS Dept. Dir. Jao Finance Dir. Jao Dir. of Admin. u

CITY OF ST. CHARLES, MO
 FINANCIAL UPDATE
 YTD 02/28/2026

General Fund

Revenue:	Amended Budget		Unaudited Actual		% of Budget	Amended Budget		Unaudited Actual		% of Budget	Difference	Notes
	2025	2026	2025	2026		2025	2026	2025	2026			
Property Taxes	\$10,595,886	\$10,131,897	\$10,131,897	\$5,052,542	96%	\$10,954,547	\$5,052,542	\$5,052,542	\$5,052,542	46%	(\$5,902,005)	
Utility Taxes	\$9,095,357	\$9,193,861	\$9,193,861	\$1,847,549	101%	\$9,295,441	\$1,847,549	\$1,847,549	\$1,847,549	20%	(\$7,447,892)	
Sales Taxes	\$13,175,678	\$12,288,515	\$12,288,515	\$2,250,060	93%	\$13,531,264	\$2,250,060	\$2,250,060	\$2,250,060	17%	(\$11,281,204)	
Use Tax	\$7,744,331	\$6,971,438	\$6,971,438	\$1,357,089	90%	\$7,550,000	\$1,357,089	\$1,357,089	\$1,357,089	18%	(\$6,192,911)	
Other Tax Revenue	\$1,284,444	\$1,202,000	\$1,202,000	\$181,662	94%	\$1,315,925	\$181,662	\$181,662	\$181,662	14%	(\$1,134,263)	
Gaming Tax	\$7,068,546	\$7,068,546	\$7,068,546	\$1,158,392	100%	\$6,859,991	\$1,158,392	\$1,158,392	\$1,158,392	17%	(\$5,701,599)	
Licenses and Permits	\$2,326,320	\$2,406,769	\$2,406,769	\$323,517	103%	\$2,799,650	\$323,517	\$323,517	\$323,517	12%	(\$2,476,133)	
Fines and Fees	\$2,951,689	\$3,415,079	\$3,415,079	\$570,159	116%	\$3,199,362	\$570,159	\$570,159	\$570,159	18%	(\$2,629,203)	
Charges for Services	\$12,474,454	\$11,879,490	\$11,879,490	\$2,272,801	95%	\$14,308,754	\$2,272,801	\$2,272,801	\$2,272,801	16%	(\$12,035,953)	
Interest	\$380,000	\$0	\$0	\$31,499	0%	\$595,900	\$31,499	\$31,499	\$31,499	5%	(\$564,401)	
Transfers In From Other Funds	\$1,000	\$1,000	\$1,000	\$0	100%	\$1,000	\$0	\$0	\$0	0%	(\$1,000)	
Sales of Fixed Assets	\$100,000	\$0	\$0	\$0	0%	\$100,000	\$0	\$0	\$0	0%	(\$100,000)	
Grants	\$979,718	\$1,000,447	\$1,000,447	\$3,255	102%	\$0	\$3,255	\$3,255	\$3,255	0%	\$3,255	
Total Revenue	\$68,177,423	\$65,559,043	\$65,559,043	\$15,048,525	96%	\$70,511,834	\$15,048,525	\$15,048,525	\$15,048,525		(\$55,463,309)	
Expenditures:												
Personnel Services	\$51,222,217	\$51,137,582	\$51,137,582	\$8,213,299	100%	\$53,188,547	\$8,213,299	\$8,213,299	\$8,213,299	15%	(\$44,975,248)	
Professional/Purchased Services	\$12,719,278	\$11,901,925	\$11,901,925	\$2,101,313	94%	\$13,811,717	\$2,101,313	\$2,101,313	\$2,101,313	15%	(\$11,710,404)	
General/Operating Supplies	\$3,480,954	\$2,933,570	\$2,933,570	\$718,399	84%	\$3,525,613	\$718,399	\$718,399	\$718,399	20%	(\$2,807,214)	
Capital	\$2,590,216	\$2,014,958	\$2,014,958	\$44,763	78%	\$770,330	\$44,763	\$44,763	\$44,763	6%	(\$725,566)	
Transfers To Other Funds	\$0	\$0	\$0	\$0	0%	\$0	\$0	\$0	\$0	0%	\$0	
Total Expenditures	\$70,012,665	\$67,988,034	\$67,988,034	\$11,077,775		\$71,296,207	\$11,077,775	\$11,077,775	\$11,077,775		(\$60,218,432)	
Difference in Rev and Exp	(\$1,835,242)	(\$2,428,991)	(\$2,428,991)	\$3,970,750		(\$784,373)	\$3,970,750	\$3,970,750	\$3,970,750			
Fund Balance - beginning	\$19,710,306	\$19,710,306	\$19,710,306	\$17,281,315		\$17,281,315	\$17,281,315	\$17,281,315	\$17,281,315			
Fund Balance - ending	\$17,281,315	\$17,281,315	\$17,281,315	\$21,252,065		\$21,252,065	\$21,252,065	\$21,252,065	\$21,252,065			
Street Maintenance												
Revenue	\$10,823,884	\$10,669,457	\$10,669,457	\$1,494,595	99%	\$11,377,440	\$1,494,595	\$1,494,595	\$1,494,595	13%	(\$9,882,845)	
Expenses	\$15,163,819	\$13,487,778	\$13,487,778	\$1,443,821	89%	\$13,113,498	\$1,443,821	\$1,443,821	\$1,443,821	11%	(\$11,669,677)	
Difference in Rev and Exp	(\$4,339,935)	(\$2,818,321)	(\$2,818,321)	\$50,775		(\$1,736,058)	\$50,775	\$50,775	\$50,775		\$1,786,832	
Fund Balance - beginning	\$5,201,762	\$5,201,762	\$5,201,762	\$2,383,441		\$2,383,441	\$2,383,441	\$2,383,441	\$2,383,441			
Fund Balance - ending	\$2,383,441	\$2,383,441	\$2,383,441	\$2,434,216		\$2,434,216	\$2,434,216	\$2,434,216	\$2,434,216			

CITY OF ST. CHARLES, MO
 FINANCIAL UPDATE
 YTD 02/28/2026

	Amended Budget 2025	Unaudited Actual 2025	% of Budget	Amended Budget 2025	Unaudited Actual 2025	% of Budget	Difference	Notes
Park								
Revenue	\$8,879,641	\$7,999,078	90%	\$9,532,047	\$2,482,925	26%	(\$7,049,122)	
Expenses	\$13,558,514	\$10,505,837	77%	\$11,997,179	\$958,743	8%	(\$11,038,437)	
Difference in Rev and Exp	(\$4,678,873)	-\$2,506,759		(\$2,465,132)	\$1,524,182		\$3,989,315	
Fund Balance - beginning		\$6,416,326			\$3,909,567			
Fund Balance - ending		\$3,909,567			\$5,433,749			
Tourism								
Revenue	\$6,311,372	\$6,283,286	100%	\$6,761,782	\$1,397,855	21%	(\$5,363,927)	
Expenses	\$7,381,255	\$6,157,392	83%	\$8,673,899	\$1,112,623	13%	(\$7,561,276)	
Difference in Rev and Exp	(\$1,069,883)	\$125,894		(\$1,912,117)	\$285,232		\$2,197,349	
Fund Balance - beginning		\$4,482,364			\$4,608,258			
Fund Balance - ending		\$4,608,258			\$4,893,491			
Waterworks								
Revenue: Operating	\$17,005,695	\$15,793,013	93%	\$16,764,175	\$2,156,234	13%	(\$14,607,941)	
Expenses: Operating	\$15,019,589	\$16,375,349	109%	\$14,030,095	\$1,682,626	12%	(\$12,347,469)	
Difference in Rev and Exp	\$1,986,106	(\$582,336)		\$2,734,081	\$473,608		(\$2,260,473)	
Fund Balance - beginning - unrestricted		\$7,485,966			\$6,903,630			
Fund Balance - ending - unrestricted		\$6,903,630			\$7,377,238			
Sanitary Sewer								
Revenue	\$18,356,000	\$18,943,449	103%	\$19,902,462	\$3,125,778	16%	(\$16,776,684)	
Expenses	\$15,831,741	\$15,068,349	95%	\$13,007,738	\$2,161,842	17%	(\$10,845,896)	
Difference in Rev and Exp	\$2,524,259	\$3,875,100		\$6,894,724	\$963,936		(\$5,930,788)	
Fund Balance - beginning - unrestricted		\$8,068,912			\$11,944,012			
Fund Balance - ending - unrestricted		\$11,944,012			\$12,907,948			
Gaming Revenue - All Funds:								
								Allocation
General	\$7,068,546	\$7,068,546	64%	\$6,859,991	\$1,158,392		(\$5,701,599)	
Redevelopment	\$0	\$0	0%	\$0	\$0		\$0	
Street Construction	\$0	\$0	0%	\$0	\$0		\$0	
Major Facilities	\$0	\$0	0%	\$0	\$0		\$0	
Capital Improvement	\$3,544,064	\$3,066,065	33%	\$3,858,745	\$651,596	36%	(\$3,207,149)	
Total Gaming Revenue	\$10,612,610	\$10,134,611	95%	\$10,718,736	\$1,809,988	17%	(\$8,908,748)	

**CITY OF ST. CHARLES
OUTSTANDING POOLED INVESTMENTS
2/28/2026**

Investment	Purchase	Maturity	Par Value	(a) Coupon	Price	Yield (b)	Original Purch. Price	Purchased Interest (c)	Market Basis	Market Value	Unrecorded Gain/(Loss)	Net					
												Curr. Mo. Accr. Int. (d)	Curr. Mo. Paid Int.				
Pooled Investments:																	
Cash and Cash Equivalents																	
FSTGD			\$ -		#DIV/0!		10,221,346.34	\$ -	#DIV/0!	\$ 10,221,346.34	\$ -		\$ 29,231.99				
Fixed Income Investments																	
USTN - 91282C-LY-5	12/01/2024	11/30/2026	2,000,000.00	1.4500%	100.22	1.4500%	2,004,335.94		100.535000	2,010,700.00	6,364.06	14,711.53					
USTN - 91282C-NK-3	06/30/2025	06/30/2025	1,000,000.00	1.4500%	99.57	1.4500%	995,664.06		100.481000	1,004,810.00	9,145.94	3,425.41					
USTN - 91282C-DL-2	12/23/2024	11/30/2028	2,000,000.00	1.4500%	91.47	1.4500%	1,829,453.13		94.416000	1,888,320.00	58,866.87	5,192.30					
USTN - 91282C-MB-5	12/15/2024	12/15/2027	1,000,000.00	1.4500%	99.20	1.4500%	992,031.25		100.834000	1,008,340.00	16,308.75	5,274.72					
USTN - 91282C-MA-6	12/01/2024	11/30/2029	1,000,000.00	1.4500%	200.77	1.4500%	2,007,734.38		202.988000	2,029,880.00	22,145.62	14,278.85					
USTN - 91282C-FZ-9	11/06/2023	11/30/2027	2,000,000.00	1.3875%	98.87	1.3900%	1,977,304.69		100.598000	2,011,960.00	34,655.31	13,413.46					
USTN - 91282C-CNE-7	05/31/2025	05/31/2027	1,000,000.00	3.8750%	100.20	3.8750%	1,002,031.25		100.442000	1,004,420.00	2,388.75	6,706.73					
USTN - 91282C-CNU-1	08/15/2025	08/15/2028	1,000,000.00	3.6250%	100.15	3.6250%	1,001,484.38		100.137000	1,001,370.00	(114.38)	16,745.92					
USTN - 91282C-KY-6	06/30/2024	06/30/2026	2,000,000.00	1.5000%	100.63	1.5000%	2,012,578.13		100.394000	2,007,880.00	(4,698.13)	8,176.79					
USTN - 91282C-JF-9	11/06/2023	10/31/2028	1,000,000.00	1.4875%	101.51	1.4700%	1,015,117.19		103.319000	1,033,190.00	18,072.81	12,524.17					
USTN - 91282C-JK-8	11/06/2023	11/15/2026	1,000,000.00	1.4625%	99.49	1.4600%	984,862.81		100.776000	1,007,760.00	12,877.19	9,965.46					
USTN - 91282C-GT-2	03/31/2024	03/31/2028	1,000,000.00	1.5000%	96.05	1.5000%	960,468.75		100.166000	1,001,660.00	41,191.25	12,249.31					
USTN - 91282C-KG-5	03/31/2024	03/31/2029	1,000,000.00	1.5000%	97.66	1.5000%	976,601.56		101.481000	1,014,810.00	38,208.44	14,052.19					
USTN - 91282C-KH-3	04/01/2024	04/31/2026	2,000,000.00	1.5000%	99.72	1.5000%	1,994,492.19		100.115000	2,002,300.00	7,807.81	30,659.33					
USTN - 91282C-KJ-9	04/15/2024	04/15/2027	1,000,000.00	1.5000%	99.16	1.5000%	991,640.63		101.125000	1,011,250.00	19,609.37	13,475.27					
USTN - 91282C-LN-9	09/30/2024	09/30/2029	1,000,000.00	3.6000%	98.48	3.6000%	984,804.69		99.375000	983,750.00	8,945.31	11,923.07					
USTN - 91282C-LP-4	09/30/2024	09/30/2026	2,000,000.00	3.5400%	99.55	3.5400%	1,991,054.69		99.937000	1,988,740.00	7,685.31	23,846.15					
USTN - 91282C-LQ-2	10/15/2024	10/15/2027	1,000,000.00	3.9000%	100.10	3.9000%	1,001,015.63		100.565000	1,005,650.00	4,634.37	11,603.70					
USTN - 91282C-JA-0	09/30/2023	09/30/2028	1,000,000.00	3.9000%	102.80	3.9000%	1,027,968.75		102.800000	1,026,290.00	(1,678.75)	15,628.43					
\$ 25,000,000.00													\$ 25,760,664.10	\$ 2,010.48	\$ 26,063,080.00	\$ 302,415.90	\$ 243,852.79
REPOs	02/28/2026	03/01/2026	0.00	0.0000%	100.000000	0.0000%	0.00		100.000000	0.00	0.00	0.00					
OTHER (e)	02/01/2026	02/28/2026			100.000000												
Total													\$ 35,982,010.44	\$ -	\$ 36,284,426.34	\$ 302,415.90	\$ 273,084.78

Notes:
a Coupon on the overnight repurchase agreement varies; the purchase price of discount notes imputes a yield, and therefore a coupon is not applicable.
b The lower of YTC or YTM is used if a call date is applicable; the yield on REPOs is based on total interest earned on the average daily balance.
c Purchased Interest is the imputed interest covering the period between the previous interest payment date and the date of purchase.
d Net Current Month Accrued Interest consists of gross coupon interest +/- amortization of premium/discount for the month.
e "OTHER" represents activity for REPOs & other investments that were sold or matured during the month.

**CITY OF ST. CHARLES
 POOLED INVESTMENTS REPORT
 EXECUTIVE SUMMARY
 2/28/2026**

	<u>Amount</u>	<u>Pct.</u>	<u>Max. Pct.</u>
<u>Investment Portfolio(Book Value):</u>			
Diversification Summary:			
U.S. Treasury Obligations	10,221,346.34	28%	100%
U.S. Government Agency Securities	25,760,664.10	72%	100%
Certificates of Deposit	0.00	0%	10%
Overnight Repurchase Agreements	0.00	0%	25%
	<u>35,982,010.44</u>	<u>100%</u>	
Maturity Benchmarks:			
0 to 6 months	13,228,807.28	37%	
6 to 12 months	0.00	0%	
1 to 2 years	5,989,882.82	17%	
2 to 5 years	16,763,320.34	47%	
over 5 years	0.00	0%	
Maximum	10,647,000.00		
	<u>35,982,010.44</u>	<u>100%</u>	
U.S. Treasury & Overnight Repurchase Agreements	<u>10,221,346.34</u>	<u>28%</u>	min 5%

Interest Earnings Recap:

	<u>Current Year</u>	<u>Prior Year</u>	
Interest Income:			
Earned - Year-to-Date	302,415.90	87,335.11	
Realized - Year-to-Date	-	-	
Total Outstanding Portfolio at:	35,982,010.44	34,490,856.44	02/28
Weighted Average Rate of Return:			
Current Month			
Year-to-Date	0.0000%	0.0000%	

Budget to Actual

	<u>Current Year</u>	<u>Prior Year</u>	
Budgeted	505,000	300,000	
Actual - Realized			
Actual - Sweep	1,554	336,691	02/28
Projected	1,554	336,691	
Variance - Over (Under) Budget	<u>(503,446)</u>	<u>36,691</u>	

Collateral Coverage:

Total Commerce Deposits	\$29,068,469.98	
FDIC Coverage	<u>(250,000.00)</u>	
Deposit Amount Requiring Collateralization	\$28,818,469.98	
Collateralization Ratio	1.10	
Collateral Required	<u>\$31,700,316.98</u>	
Market Value of Collateral at: 02/28	33,352,990.08	
Total Collateral Coverage: FDIC Coverage + Market Value of Collateral	<u>33,602,990.08</u>	
Excess of Collateral over Deposits - Aggregate	<u>\$4,534,520.10</u>	116%

Investment Activity for the Month:

<u>Investment</u>	<u>Date of:</u>		<u>Coupon</u>	<u>Yield</u>	<u>Par Value</u>	<u>Purch. Price</u>
	<u>Purchase</u>	<u>Sale/Mat.</u>				
<u>Purchases:</u>						
NONE						
<u>Maturities:</u>						
NONE						
<u>Sales/Calls:</u>						
NONE						



To: Members of City Council

From: Finance

Date: May 19, 2026

Subject: February 2026 Over \$10K Transfers Report

The following budget transfers took place in February 2026:

- The Police Department transferred \$22,041.32 in Forfeiture Funds to Police Training for training for Rouge.
- The Police Department transferred \$55,823.00 in Forfeiture Funds to Police Vehicles for purchasing new police vehicle.



To: Members of City Council
From: Finance
Date: May 19, 2026
Subject: February 2026 Surplus Report

The following items were approved to be disposed of in February 2026 as surplus and/or abandoned property:

<u>Department</u>	<u>Items</u>	<u>Reason</u>
Public Works	Street sweeper (2) Elgin Pelican	No longer needed to perform the duties of the department. Obsolete and not compatible with newer equipment. Sell at public auction.
Fire	Skid mounted tank & pump (1) US Fire Equipment USFE-3620-2009, 1986 Flat Bed truck (1) GMC TC6D042, 2007 Flat Bed truck w/plow (1) Ford F350, Hitch mounted salt spreader (1) SnowEx	No longer needed to perform the duties of the department. Obsolete and not compatible with newer equipment. Sell at online auction.

RCA FORM (OFFICE USE ONLY)

Bill # NA

MEETING/DATE: 5/19/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): ALL

Sponsor(s): N/A

Description:

Monthly Finance FITS Report for the month ended March 2026.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

Page 1-2, Financial Overview for March 2026.
Page 3-5, Presentation of monthly investment report for the month of March 2026.
Page 6, Pursuant to Ordinance #11-09; requests for Intra-Departmental Transfer of Appropriations > \$10,000 for March 2026.
Page 7-8, Monthly report detailing approved property to be disposed of as surplus and/or abandoned property during the month of March 2026.

Due to the implementation of the new EERP, we were delayed in preparing reports for the monthly FITS report.

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

RCA prepared by: JS Dept. Dir. Jao Finance Dir. Jao Dir. of Admin. ↳

CITY OF ST. CHARLES, MO
 FINANCIAL UPDATE
 YTD 03/31/26

General Fund

Revenue:	Amended Budget 2025		Unaudited Actual 2025		Amended Budget 2026		Unaudited Actual 2026		Difference	Notes
	Budget	% of Budget	Actual	% of Budget	Budget	% of Budget	Actual	% of Budget		
Property Taxes	\$10,595,886	96%	\$10,131,897	96%	\$10,954,547	47%	\$5,153,575	47%	(\$5,800,972)	
Utility Taxes	\$9,095,357	101%	\$9,193,861	101%	\$9,295,441	29%	\$2,694,904	29%	(\$6,600,537)	
Sales Taxes	\$13,175,678	93%	\$12,288,515	93%	\$13,531,264	24%	\$3,253,629	24%	(\$10,277,635)	
Use Tax	\$7,744,331	90%	\$6,971,438	90%	\$7,550,000	25%	\$1,904,255	25%	(\$5,645,745)	
Other Tax Revenue	\$1,284,444	94%	\$1,202,000	94%	\$1,315,925	19%	\$255,825	19%	(\$1,060,100)	
Gaming Tax	\$7,068,546	100%	\$7,068,546	100%	\$6,859,991	24%	\$1,684,035	24%	(\$5,175,956)	
Licenses and Permits	\$2,326,320	103%	\$2,406,769	103%	\$2,799,650	22%	\$603,810	22%	(\$2,195,840)	
Fines and Fees	\$2,951,689	116%	\$3,415,079	116%	\$3,199,362	28%	\$902,460	28%	(\$2,296,902)	
Charges for Services	\$12,474,454	95%	\$11,879,490	95%	\$14,308,754	24%	\$3,379,610	24%	(\$10,929,144)	
Interest	\$380,000	0%	\$0	0%	\$595,900	19%	\$115,232	19%	(\$480,668)	
Transfers In From Other Funds	\$1,000	100%	\$1,000	100%	\$1,000	0%	\$0	0%	(\$1,000)	
Sales of Fixed Assets	\$100,000	0%	\$0	0%	\$100,000	0%	\$0	0%	(\$100,000)	
Grants	\$979,718	102%	\$1,000,447	102%	\$0	0%	\$13,311	0%	\$13,311	
Total Revenue	\$68,177,423	96%	\$65,559,043	96%	\$70,511,834		\$19,960,647		(\$50,551,187)	

Expenditures:

Personnel Services	\$51,222,217	100%	\$51,137,582	100%	\$53,163,547	23%	\$12,301,551	23%	(\$40,861,996)	
Professional/Purchased Services	\$12,719,278	94%	\$11,901,925	94%	\$13,836,717	26%	\$3,561,416	26%	(\$10,275,302)	
General/Operating Supplies	\$3,480,954	84%	\$2,933,570	84%	\$3,481,816	27%	\$935,942	27%	(\$2,545,874)	
Capital	\$2,590,216	78%	\$2,014,958	78%	\$770,330	8%	\$57,825	8%	(\$712,504)	
Transfers To Other Funds	\$0	0%	\$0	0%	\$0	0%	\$0	0%	\$0	
Total Expenditures	\$70,012,665		\$67,988,034		\$71,252,410		\$16,856,734		(\$54,395,676)	
Difference in Rev and Exp	(\$1,835,242)		(\$2,428,991)		(\$740,576)		\$3,103,913			
Fund Balance - beginning	\$19,710,306		\$19,710,306		\$17,281,315		\$17,281,315			
Fund Balance - ending	\$17,281,315		\$17,281,315		\$20,385,227		\$20,385,227			
Street Maintenance										
Revenue	\$10,823,884	99%	\$10,669,457	99%	\$11,377,440	19%	\$2,186,799	19%	(\$9,190,641)	
Expenses	\$15,163,819	89%	\$13,487,778	89%	\$13,306,227	19%	\$2,462,598	19%	(\$10,843,629)	
Difference in Rev and Exp	(\$4,339,935)		(\$2,818,321)		(\$1,928,787)		(\$275,799)		\$1,652,988	
Fund Balance - beginning	\$5,201,762		\$5,201,762		\$2,383,441		\$2,383,441			
Fund Balance - ending	\$2,383,441		\$2,383,441		\$2,107,642		\$2,107,642			

CITY OF ST. CHARLES, MO
 FINANCIAL UPDATE
 YTD 03/31/26

	Amended Budget 2025	Unaudited Actual 2025	% of Budget	Amended Budget 2026	Unaudited Actual 2026	% of Budget	Difference	Notes
Park								
Revenue	\$8,879,641	\$7,999,078	90%	\$9,532,047	\$2,813,245	30%	(\$6,718,802)	
Expenses	\$13,558,514	\$10,505,837	77%	\$11,999,663	\$1,500,028	13%	(\$10,499,635)	
Difference in Rev and Exp	(\$4,678,873)	-\$2,506,759		(\$2,467,616)	\$1,313,217		\$3,780,833	
Fund Balance - beginning		\$6,416,326			\$3,909,567			
Fund Balance - ending		\$3,909,567			\$5,222,783			
Tourism								
Revenue	\$6,311,372	\$6,283,286	100%	\$6,761,782	\$1,975,866	29%	(\$4,785,916)	
Expenses	\$7,381,255	\$6,157,392	83%	\$8,784,618	\$1,554,660	18%	(\$7,229,959)	
Difference in Rev and Exp	(\$1,069,883)	\$125,894		(\$2,022,836)	\$421,207		\$2,444,043	
Fund Balance - beginning		\$4,482,364			\$4,608,258			
Fund Balance - ending		\$4,608,258			\$5,029,465			
Waterworks								
Revenue: Operating	\$17,005,695	\$15,793,013	93%	\$16,764,175	\$3,207,447	19%	(\$13,556,728)	
Expenses: Operating	\$15,019,589	\$16,375,349	109%	\$14,030,095	\$2,478,716	18%	(\$11,551,378)	
Difference in Rev and Exp	\$1,986,106	(\$582,336)		\$2,734,081	\$728,731		(\$2,005,350)	
Fund Balance - beginning - unrestricted		\$7,485,966			\$6,903,630			
Fund Balance - ending - unrestricted		\$6,903,630			\$7,632,360			
Sanitary Sewer								
Revenue	\$18,356,000	\$18,943,449	103%	\$19,902,462	\$4,531,133	23%	(\$15,371,329)	
Expenses	\$15,831,741	\$15,068,349	95%	\$13,007,738	\$2,879,523	22%	(\$10,128,215)	
Difference in Rev and Exp	\$2,524,259	\$3,875,100		\$6,894,724	\$1,651,610		(\$5,243,114)	
Fund Balance - beginning - unrestricted		\$8,068,912			\$11,944,012			
Fund Balance - ending - unrestricted		\$11,944,012			\$13,595,622			
Gaming Revenue - All Funds: Allocation								
General	67%	\$7,068,546	64%	\$6,859,991	\$1,684,035	64%	(\$5,175,956)	
Redevelopment	0%	\$0	0%	\$0	\$0	0%	\$0	
Street Construction	0%	\$0	0%	\$0	\$0	0%	\$0	
Major Facilities	0%	\$0	0%	\$0	\$0	0%	\$0	
Capital Improvement	33%	\$3,544,064	36%	\$3,858,745	\$947,270	36%	(\$2,911,475)	
Total Gaming Revenue		\$10,612,610	95%	\$10,718,736	\$2,631,305	25%	(\$8,087,431)	

**CITY OF ST. CHARLES
OUTSTANDING POOLED INVESTMENTS
3/31/2026**

Investment	Date of Purchase	Maturity	Par Value	(a) Coupon	Price	Yield (b)	Original Purch. Price	Purchased Interest (c)	Market Basis	Market Value	Unrecorded Gain/(Loss)	Net		
												Curr. Mo. Accr. Int. (d)	Curr. Mo. Paid Int.	
Pooled Investments:														
Cash and Cash Equivalents														
FSTGD			\$ -		#DIV/0!		\$ 11,440,135.67	\$ -	#DIV/0!	\$ 11,440,135.67	\$ -	\$ 26,304.24	\$ 26,304.24	
Fixed Income Investments														
USTN - 91282C-LY-5	12/01/2024	11/30/2026	2,000,000.00	1.4500%	100.22	1.4500%	2,004,335.94		100.340000	2,006,800.00	2,464.06	28,489.01	28,489.01	
USTN - 91282C-NK-3	06/30/2025	06/30/2030	1,000,000.00	1.4500%	99.57	1.4500%	995,664.06		99.858000	998,580.00	2,915.94	9,741.02	9,741.02	
USTN - 91282C-DL-2	12/23/2024	11/30/2028	2,000,000.00	1.4500%	91.47	1.4500%	1,829,453.13		94.178000	1,883,560.00	54,106.87	10,054.94	10,054.94	
USTN - 91282C-MB-5	12/15/2024	12/15/2027	1,000,000.00	1.4500%	99.20	1.4500%	992,031.25		100.282000	1,002,820.00	11,758.24	11,758.24	11,758.24	
USTN - 91282C-MA-6	12/01/2024	11/30/2029	1,000,000.00	1.4500%	200.77	1.4500%	2,007,734.38		201.676000	2,016,760.00	9,025.62	27,651.10	27,651.10	
USTN - 91282C-FZ-9	11/06/2023	11/30/2027	2,000,000.00	1.3875%	98.87	1.3900%	1,977,304.69		100.071000	2,001,420.00	24,115.31	25,975.27	25,975.27	
USTN - 91282C-CNE-7	05/31/2025	05/31/2027	1,000,000.00	3.8750%	100.20	3.8750%	1,002,031.25		100.074000	1,000,740.00	(1,291.25)	12,987.63	12,987.63	
USTN - 91282C-CNU-1	08/15/2025	08/15/2028	1,000,000.00	3.6250%	100.15	3.6250%	1,001,484.38		99.582000	995,820.00	(5,664.38)	4,506.21	4,506.21	
USTN - 91282C-KY-6	06/30/2024	06/30/2026	2,000,000.00	1.5000%	100.63	1.5000%	2,012,578.13		100.222000	2,004,440.00	(8,138.13)	23,252.76	23,252.76	
USTN - 91282C-JF-9	11/06/2023	10/31/2028	1,000,000.00	1.4875%	101.51	1.4700%	1,015,117.19		102.565000	1,025,650.00	10,532.81	20,469.61	20,469.61	
USTN - 91282C-JK-8	11/06/2023	11/15/2026	1,000,000.00	1.4625%	99.49	1.4600%	984,882.81		100.516000	1,005,160.00	10,277.19	17,503.45	17,503.45	
USTN - 91282C-GT-2	03/31/2024	03/31/2028	1,000,000.00	1.5000%	96.05	1.5000%	960,468.75		99.653000	996,530.00	36,061.25	99.04	99.04	
USTN - 91282C-KG-5	03/31/2024	03/31/2029	1,000,000.00	1.5000%	97.66	1.5000%	976,601.56		100.848000	1,008,480.00	31,878.44	112.70	112.70	
USTN - 91282C-CPT-2	01/15/2026	01/15/2029	1,000,000.00	3.5000%	99.62	1.5000%	996,171.88		99.156000	991,560.00	(4,611.88)	7,348.06	7,348.06	
USTN - 91282C-KJ-9	04/15/2024	04/15/2027	1,000,000.00	1.5000%	99.16	1.5000%	991,640.63		100.772000	1,007,720.00	16,079.37	20,769.23	20,769.23	
USTN - 91282C-LN-9	09/30/2024	09/30/2029	1,000,000.00	3.6000%	98.48	3.6000%	984,804.69		98.815000	988,150.00	3,345.31	95.62	95.62	
USTN - 91282C-LP-4	09/30/2024	09/30/2026	2,000,000.00	3.5400%	99.55	3.5400%	1,991,054.69		99.868000	1,997,360.00	6,305.31	191.25	191.25	
USTN - 91282C-LQ-2	10/15/2024	10/15/2027	1,000,000.00	3.9000%	100.10	3.9000%	1,001,015.63		100.075000	1,000,750.00	(265.63)	17,884.61	17,884.61	
USTN - 91282C-JA-0	09/30/2023	09/30/2028	1,000,000.00	3.9000%	102.80	3.9000%	1,027,968.75		102.800000	1,019,260.00	(8,708.75)	126.36	126.36	
			\$ 24,000,000.00		\$ 104.50		\$ 24,762,343.79	\$ -	\$ 2,001.35	\$ 24,951,560.00	\$ 190,185.70	\$ 239,016.11	\$ 239,016.11	
REPOS	03/31/2026	04/01/2026	0.00	0.0000%	100.000000	0.0000%	0.00		100.000000	0.00	0.00	0.00	0.00	
OTHER (e)	03/01/2026	03/31/2026			100.000000									
Total			\$ 24,000,000.00		\$ 36,202,479.46		\$ 36,202,479.46	\$ -	\$ 2,001.35	\$ 36,391,695.67	\$ 190,185.70	\$ 265,320.35	\$ 265,320.35	

Notes:

- a Coupon on the overnight repurchase agreement varies; the purchase price of discount notes imputes a yield, and therefore a coupon is not applicable.
- b The lower of YTC or YTM is used if a call date is applicable; the yield on REPOS is based on total interest earned on the average daily balance.
- c Purchased Interest is the imputed interest covering the period between the previous interest payment date and the date of purchase.
- d Net Current Month Accrued Interest consists of gross coupon interest +/- amortization of premium/discount for the month.
- e "OTHER" represents activity for REPOS & other investments that were sold or matured during the month.

**CITY OF ST. CHARLES
 POOLED INVESTMENTS REPORT
 EXECUTIVE SUMMARY
 3/31/2026**

	<u>Amount</u>	<u>Pct.</u>	<u>Max. Pct.</u>
<u>Investment Portfolio(Book Value):</u>			
Diversification Summary:			
U.S. Treasury Obligations	11,440,135.67	32%	100%
U.S. Government Agency Securities	24,762,343.79	68%	100%
Certificates of Deposit	0.00	0%	10%
Overnight Repurchase Agreements	0.00	0%	25%
	<u>36,202,479.46</u>	<u>100%</u>	
Maturity Benchmarks:			
0 to 6 months	18,442,987.24	51%	
6 to 12 months	0.00	0%	
1 to 2 years	996,171.88	3%	
2 to 5 years	16,763,320.34	46%	
over 5 years	0.00	0%	
Maximum	10,647,000.00		
	<u>36,202,479.46</u>	<u>100%</u>	
U.S. Treasury & Overnight Repurchase Agreements	<u>11,440,135.67</u>	<u>32%</u>	min 5%

Interest Earnings Recap:

	<u>Current Year</u>	<u>Prior Year</u>
Interest Income:		
Earned - Year-to-Date	189,216.21	223,448.19
Realized - Year-to-Date	-	-
Total Outstanding Portfolio at:	<u>36,202,479.46</u>	<u>34,490,856.44</u>
03/31		
Weighted Average Rate of Return:		
Current Month		
Year-to-Date	<u>0.0000%</u>	<u>0.0000%</u>

Budget to Actual

	<u>Current Year</u>	<u>Prior Year</u>
Budgeted	505,000	300,000
Actual - Realized		
Actual - Sweep	7,832	846,878
Projected	<u>7,832</u>	<u>846,878</u>
Variance - Over (Under) Budget	<u>(497,168)</u>	<u>546,878</u>

Collateral Coverage:

Total Commerce Deposits	\$29,068,469.98	
FDIC Coverage	(250,000.00)	
Deposit Amount Requiring Collateralization	\$28,818,469.98	
Collateralization Ratio	1.10	
Collateral Required	\$31,700,316.98	
Market Value of Collateral at: 03/31	33,395,603.59	
Total Collateral Coverage: FDIC Coverage + Market Value of Collateral	33,645,603.59	
Excess of Collateral over Deposits - Aggregate	\$4,577,133.61	116%

Investment Activity for the Month:

<u>Investment</u>	<u>Date of:</u>		<u>Coupon</u>	<u>Yield</u>	<u>Par Value</u>	<u>Purch. Price</u>
	<u>Purchase</u>	<u>Sale/Mat.</u>				
<u>Purchases:</u>						
USTN - 91282C-CPT-2	01/15/2026	01/15/2029	3.50%	3.50%	\$ 1,000,000.00	\$ 996,171.88
<u>Maturities:</u>						
USTN - 91282C-KH-3	04/01/2024	03/31/2026	1.50%	1.50%	\$ 2,000,000.00	\$ 1,994,492.19
<u>Sales/Calls:</u>						
NONE						



To: Members of City Council

From: Finance

Date: May 19, 2026

Subject: March 2026 Over \$10K Transfers Report

The following budget transfers took place in March 2026:

- The Administration Department transferred \$15,000.00 to Admin Other Professional Services for evaluating HR operations.
- The Human Resources Department transferred \$25,000.00 to HR Secretarial for temporary staffing.



To: Members of City Council

From: Finance

Date: May 19, 2026

Subject: March 2026 Surplus Report

The following items were approved to be disposed of in March 2026 as surplus and/or abandoned property:

<u>Department</u>	<u>Items</u>	<u>Reason</u>
Fire	4"X100' fire hose sections (15), 4"X25' fire hose sections (5), 5"X25' fire hose sections (5), 3"X50' fire hose sections (50), 2.5"X50' fire hose sections (35), Stretchers (4) Stryker Power Pro, Vehicle toolbox (1) WeatherGuard 347-0-01, Vehicle toolbox (1) WeatherGuard 365-0-01, Vehicle toolbox (1) WeatherGuard 391-0- 01, Automatic Transfer Switch (1) Kohler K-568541-104, Manual Transfer Switch (1) Ronk 7103, Manual Transfer Switch (1) Ronk 7815, Generator (1) Generac 47260, Generator (1) Kohler 24RCL	No longer needed to perform the duties of the department. Obsolete and not compatible with newer equipment. Sell at online auction.
Fire	Ambulance (1) 2018 Ford/AEV F550 Trauma Hawk	No longer needed to perform the duties of the department. Sell at online auction.
Public Works	Elgin gutter brooms, Elgin main brooms	Brooms for equipment we no longer have, Elgin sweepers. Sell at public auction.



FINANCE DEPARTMENT

www.stcharlescitymo.gov

Public Works	Pickup truck (1) Chevrolet Colorado	Obsolete and not compatible with newer equipment. Sell at public auction.
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Contract # _____
(City Clerk will Assign)

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

Requesting Department:	Select One	Department Contact:	Maura Zackavec Gimm
Vendor Name & NWS#:	#10632 - J Oros Environmental Inc.		
Description/Purpose:	2026 Lime Residual Collection and Disposal		
Account #:	514-500-533-742010		
Project #:	N/A		
Amount of this Routing:	\$ 550,000.00	Requisition #:	20260573
Contract Type:	New Contract	N/A	Coop#:
Contract Term:	through 12/31/2026	Renewal Options:	2027, 2028
If Renewal or Amendment: C#	Amendment #	Renewal #	
Original Contract Value:	\$ 0.00	Total of Previous Amendments:	\$ 0.00
Total Contract Value:	\$ 550,000.00		

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: Larry Perney	Signature: <small>Signed by:</small> <i>Larry Perney</i>	 5/5/2026
--	---	------------------

ROUTING	Signature/Date
Purchasing Review (Compliant with Chapter 145 and City Terms)	<small>Signed by:</small> <i>Paul Feldmann</i> 5/5/2026
Department of Law (for Legality only)	<small>Signed by:</small> <i>Bryan Wise</i> 5/5/2026
Director of Finance (Funds Available)	<small>DocuSigned by:</small> <i>Jennifer O'Connor</i> 5/5/2026
Director of Administration (Recommend Approval)	<small>DocuSigned by:</small> <i>Lawrence S. Dobrosky, Jr.</i> 5/5/2026
City Council Approval on Consent Agenda	
Mayor (Signature Indicating Approval)	
City Clerk (Signature, Seal and Contract # Assigned)	



Bill # _____

RCA FORM (OFFICE USE ONLY)

MEETING/DATE: 05/19/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): _____

Sponsor(s): _____

Description:

Authorization to enter into contract for Lime Residual Collection and Disposal with J. Oros Environmental Inc. for \$550,000.00

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

Bids were advertised on February 5, 2026, and opened on February 23, 2026 for Lime Residual Collection and Disposal Services. J. Oros Environmental, Inc. was the lowest responsive and responsible bidder and will provide lime residual removal, hauling, and disposal services from the City's Water Treatment Plant on an as-needed basis to support ongoing operations.

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

Fiscal Impact: 550,000.00 Select One 20260573

Account #: 514-500-533-742010

Project #: N/A

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

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

Contract # _____

This Purchase Contract (hereinafter, the “Contract”) between the City of Saint Charles, Missouri (hereinafter, the “City”) and J. Oros Environmental, 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 Lime Residual Collection & Disposal Service from the City’s Water Treatment Plant through December 31, 2026, in accordance with Vendor’s response to IFB #4833, 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 Five Hundred Fifty Thousand Dollars (\$550,000.00).

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

3. The Contract is the complete agreement between City and Vendor. No other agreements or representations other than those contained in the Contract have been made by the parties. The Contract may only be amended, extended or renewed in writing, and is effective when signed by each party.
4. The City may terminate the Contract at any time for any reason or no reason at all by giving thirty (30) days written notice to Vendor. The Vendor shall be paid for goods or services provided to the date of termination.
5. The Contract shall be deemed to have been fully executed, made by the parties in, and governed by the laws of the State of Missouri. The sole and exclusive venue or location in which any action or lawsuit may be brought regarding the Contract shall be the Eleventh Judicial Circuit Court of St. Charles County Missouri. This Section shall survive the termination or expiration of the Contract.
6. Vendor is an independent contractor and nothing contained herein shall constitute or designate Vendor or any of its employees, agents or subcontractors as an employee of the City.
7. Vendor agrees that in the performance of the Contract it will not discriminate against any person because of race, creed, color, age, sex, national origin, ancestry, religion, or political opinion or affiliation.
8. Vendor acknowledges award of the Contract requires compliance with:
 - A. Pursuant to Section 34.600 RSMo, as amended, Vendor, hereby certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that this certification is not applicable as the value of this contract is less than \$100,000 or Vendor has less than ten (10) employees;
 - B. Section 208.009 RSMo which requires Vendor to provide City with affirmative proof that the person executing the Contract is a United States citizen, permanent resident or is lawfully present in the United States prior to the City awarding Vendor the Contract;

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

Contract # _____

- C. Section 285.530(2) RSMo regarding enrollment and participation in a federal work authorization program with respect to all persons working in connection with the Contract. Vendor represents and warrants compliance with Section 285.530 at the time of Contract award. A sworn affidavit and supporting documentation affirming participation in a qualified federal work authorization program and that Vendor does not knowingly employ any person who is an unauthorized alien in connection with the services to be performed pursuant to the Contract is attached and incorporated by this reference; and
- D. City Code of Ordinance Section 145.040 which requires any person used by Vendor in the performance of the Contract who is a registered sex offender and has in-person contact with a City employee or resident or is physically present on City property to register with the City Police Department.

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

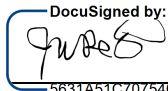
10. The Contract may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

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.

J. OROS ENVIRONMENTAL, INC.:

CITY OF SAINT CHARLES, MISSOURI:

DocuSigned by:

 _____ 5/5/2026
5631A51C707546D...
 Date
 By: Jake Oros President
 (Print Name and Title)

 By: Daniel J. Borgmeyer Date
 Mayor

Corporate Attest (if applicable):

Attest:

By: Date

City Clerk Date

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

Contract # _____

CERTIFICATE OF DIRECTOR OF FINANCE

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

DocuSigned by:
Jennifer O'Connor 5/5/2026
CSFB3E8A40BE40D...
Director of Finance Date



CITY OF SAINT CHARLES, MISSOURI

**INVITATION FOR BID
IFB 4833**

FEBRUARY 05, 2026

**Notice of Invitation for Bid (IFB)
Lime Residual Collection & Disposal Services
for the City of St. Charles, Missouri**

The City of St. Charles, Missouri is accepting bids from qualified contractors to collect, transport and dispose of residual lime sludge at the City's Water Treatment Plant. Bids will be received until **2:00 p.m., City Time, on Monday, February 23, 2026** at City Hall.

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

INVITATION FOR BID

Lime Residual Collection & Disposal Services

I. Overview

The City of St. Charles, Missouri is requesting bids for the loading, transportation, and disposal of the City's water treatment plant residual lime sludge. The sludge precipitates out of suspension from periodic purges of clarifier(s) sludge blanket in two containment lagoons located northeast of the water treatment plant. Access to the lagoons can be gained via the parking lot of the Arthur W. Schneider Kiwanis Park located on Elm Point Road. The sludge is to be removed from both lagoons and transported to: (1) farmland for land application on an appropriate area or (2) Boschertown Lagoon. The City is requesting that each proposer submit pricing accordingly. However, proposers are encouraged to submit alternatives to include other land applications or disposal methods that would leverage corporate buying power, transportation contracts, or other relationships to minimize cost.

II. Scope of Services

Average annual volume of material projected to be produced and removed is 30,000 cubic yards of lime residual with 5,000 cubic yards removed every 60 days. Average solid content is 15 % with the balance being water.

COLLECTION PROCEDURES

1. **Property To Be Served** - The Bidder shall collect lime residual from the Elm Point Water Treatment Plant Retention Lagoons located at 3601 Elm Point Road, St. Charles, MO 63301 under the terms of the contract and immediately remove and dispose of it in a manner and method both lawful and permitted under Federal laws and regulations in addition to those of the State of Missouri, the County of St. Charles, the City of St. Charles, and any Rules as promulgated by the Missouri Department of Natural Resources.
2. **Notification** - The City's Water Division will notify Bidder by phone. Bidder will have two (2) weeks to respond with service.
3. **Loading and Transportation of Solid Waste** - Care shall be taken in the loading and transportation of lime residual so that none of it is scattered or spilled either on private property or public streets. Any residual or decant spilled by the Bidder shall be immediately picked up and removed by the Bidder.
4. **Collection Hours** - Collection crews of the Bidder may not begin work at the Elm Point Water Treatment Retention Lagoons before 7:00 a.m. and must be completed by 6:00 p.m. The City may grant exceptions from the time noted if the City determines a situation exists which warrants such exceptions. Approval of such exceptions shall not unreasonably be withheld by the City. Collections over weekends or holidays are prohibited unless the Bidder requests an exception and the City grants the request. Service shall be provided as quietly as possible and consistent with City noise regulations.

5. Sampling - The Bidder is responsible for the solids sampling of the lime sludge. Four (4) samples throughout the day shall be taken. Those samples shall be combined for a composite. The solids concentration shall be run on the composite each day. The Bidder is responsible for performing all sampling, reporting, monitoring, analysis, etc. required for all regulatory compliance.

VEHICLES

The Bidder shall maintain and operate on each collection day the number of collection vehicles needed to perform the required collection services. Sufficient spare collection vehicles and repair parts shall be maintained by the Bidder to replace and/or repair any vehicles out of service. The City shall have the right to inspect equipment and business records related to the performance of this Contract at all reasonable times and to require the Bidder to provide equipment conforming to the specifications of this Contract and needed to perform the collection services.

All lime removal vehicles shall be maintained in a clean and sanitary condition. The Bidder's collection vehicles shall be permanently marked with the company's name and telephone number on both sides of the vehicles. These distinctively marked vehicles shall be used in the performance of this Contract; however, the Bidder may substitute other vehicles with prior approval of the City. Bidder agrees to furnish the necessary vehicles, trucks, equipment and bulk containers which shall be of the type and in the condition as required by the Code of Ordinances of the City of St. Charles to perform the services required, and such labor which shall meet all qualifications as set forth in the Code of Ordinances to perform said collection services. Bidder agrees to comply with and to conform to all requirements, regulations and provisions as required by the Code of Ordinances of the City of St. Charles for the removal, collection and disposal of lime sludge within the City limits. Bidder shall not, in performing said services, permit lime residual or decant to be placed or scattered upon any public or private street, alley, drive or public place.

Bidder agrees that it shall not permit its trucks, vehicles or other equipment used for collection, removal and disposal of lime residual to stand or be parked on City streets or lots for a longer period of time than is necessary to make prompt collection of lime residuals from the Elm Point Water Treatment Plant retention lagoons. Bidder agrees that it shall not permit its trucks, vehicles, or other equipment used for collection, removal and disposal of lime residual to discharge residual, decant, oils or fluids onto the streets and alleys of the City.

PERSONNEL

- A. Employee Behavior - All persons employed by the Bidder shall be competent, skilled and qualified in the performance of the work to which they are assigned. All personnel shall maintain a courteous and respectful attitude toward the public at all times. At no time shall they solicit, request, or receive gratuities of any kind. The Bidder shall direct employees to avoid loud and/or profane language at all times during performance of their duties. Any employee of the Bidder, who engages in misconduct or is incompetent or negligent in the proper performance of his or her duties or is disorderly, dishonest, intoxicated or discourteous, shall be subject to discharge by the Bidder.

- B. Training of Employees - All employees used in the field, including drivers and helpers, shall be fully qualified and thoroughly instructed by their supervisors as to their duties and methods of performing them and shall receive adequate training before their starting date of service under this Contract. At no time shall there be any soliciting, requesting or receiving of gratuities of any kind.
- C. The Bidder shall assume full responsibility for any and all damages or claims for damages for injury to person, property and equipment which might result from any services performed under this contract/agreement.
- D. The Bidder shall comply at all times with Section 145.040 of the St. Charles Code of Ordinances regarding offender registration with the Police Department.

DEFAULT

- A. Should the Bidder substantially neglect or fail to collect and dispose of lime residual for a period of three (3) weeks or substantially fail to perform any provisions of the Contract, or file a bankruptcy petition, or assign assets for benefit of creditors, or do any other act which may impair its ability to make timely completion of the work, the City after three (3) days written or telegraphic notice to the Bidder and its surety may, without prejudice to any other remedy it may have, make good the deficiencies and may complete the work and may deduct the actual cost thereof from the performance bond; or, at its option may terminate the contract and finish the work by such means as it sees fit.
- B. The Bidder, by submitting a bid for the work specified, agrees and accepts this clause as a condition of award of the contract.

Termination for Convenience: The City of St. Charles may terminate a contract in whole or in part whenever the City determines that such termination is in the best interest of the City, without showing cause, upon giving written notice to the contractor. The Bidder shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

- C. Termination for Default: When the Bidder has not performed or has unsatisfactorily performed the contract, the City may terminate the contract for default. Failure on the part of a Bidder to fulfill the contractual obligations shall be considered just cause for termination of the contract. Any excess costs incurred by the City in completing the work will be deducted from the performance bond.

INTERPRETATION

The contract/agreement resulting from this proposal shall be construed under the laws of the State of Missouri. The venue for any litigation resulting from the proposal or contract shall be St. Charles County only.

SUBLETTING & ASSIGNING

The Bidder shall not sell, assign, transfer or sublet the contract or any part thereof or interest therein, either by power of attorney or otherwise, without the written permission of the City. In the event the Bidder is unable to provide adequate collection and disposal service, the Bidder shall notify the City immediately.

No subcontract shall under any circumstances relieve the Bidder or the surety of liability and obligation under the contract, and all transactions shall be made through the Bidder. Subcontractors shall be recognized and dealt with only as workers and representatives of the Bidder and as such shall be subject to the same requirements of character and competence as set forth in Personnel.

SALE OF COMPANY/TRANSITION OF OWNERSHIP

In the case of sale or transfer of ownership of the company awarded the contract, the Bidder shall notify the City of such sale or transfer of ownership and may be asked to provide background information on the new ownership. The City Council must approve the continuation of the contract under the new ownership.

REFERENCES

Bidder shall provide a list of at least five (5) references for which they are providing the same/similar services to those specified in this Invitation for Bid. Reference lists shall include: Customer Name, Contact Name, Address, Phone Number and Email Address.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

III. Inquiries

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

IV. Pricing

In submitting this Bid, Bidder represents that:

1. Certificate of Independent Price Determination

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

1. Prices

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

V. Schedule of Activities

Release and advertisement of IFB:	February 5, 2026	
Deadline for clarifying questions:	February 19, 2026	2:00 PM
Bid submission deadline:	February 23, 2026	2:00 PM

VI. Bid Submission

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

1. Sealed bids shall be submitted in DUPLICATE to: **City of St. Charles; Attn: Purchasing; 200 N Second Street; St. Charles, Missouri 63301-2851**; prior to 2:00 p.m., City time, on Monday, February 23, 2026.
2. Envelopes must be clearly marked on the outside, "**BID 4833**", with the date of the bid opening on the envelope.
3. Each bid shall be made on the attached Bid Form and must include all documents in this bid package, the signature of the owner or authorized officer of the Vendor submitting said bid, and the complete mailing address of said Vendor.
4. The bid opening will be on Monday, February 23, 2026, at 2:00 p.m., City time, first Floor City Hall.
5. Bid tabulation sheets will be available online following the bid opening here: <https://www.stcharlescitemo.gov/Bids.aspx?CatID=showStatus&txtSort=Category&showAllBids=on&Status=open>
6. Vendors that submit a bid to the City of Saint Charles must accept/meet the terms and conditions included in this bid.
7. If delivery/service is not provided at the time agreed upon, the City reserves the right to cancel or to purchase elsewhere and hold the Vendor liable for any additional procurement costs.
8. Vendor shall be paid according to the amount quoted on the Bid Form. The Vendor shall submit all invoices complete with necessary support documentation to the City and the City shall make payment as outlined in the contract specifications.

VII. Laws and Ordinances, Regulations, Licensing Fees

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

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

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

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

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

Pursuant to Section 292.675 R.S.Mo., Bidder shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Department of Labor and Industrial Relations which is as stringent as an approved OSHA program within sixty (60) days of beginning work on this project. The Bidder will forfeit a penalty to the City of Saint Charles of \$2,500 plus an additional \$100 for each employee employed by the Bidder or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.

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

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

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

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

VIII. Assignment of Contract

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

IX. Waiver

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

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

X. Termination of Contract

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

XI. Method of Award

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

XII. Indemnification

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

XIII. Additional Information

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

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

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

XIV. Response Material Ownership

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

XV. Proprietary Information

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

XVI. Delivery

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

XVII. Payment Terms

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

XVIII. Buy American Policy

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

XIX. Submission of Bids and Supplemental Materials

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

XX. Discrimination Policy

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

XXI. Non-Appropriation

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

XXII. Insurance

The successful bidder must provide two (2) properly executed certificates of insurance prior to the signing of the contract with the City.

Liability Insurance:

The Bidder and any subcontractor shall indemnify and save harmless the City from all suits or action of every name and description brought against the City for or on account of any personal injuries, including accidental or resulting death, or property damages received or claimed to be received or sustained by any person or persons due to the construction of the work, or by or in consequence of any hazard, or of any negligence by the Bidder or subcontractor, their agents or employees or assigns in safeguarding it, or due to any improper

material used in the construction, or by or on account of any act or omission of the Bidder or subcontractor, their employees, agents or assigns.

The Bidder shall carry adequate public liability and property damage insurance for the joint and several benefit of the Bidder and the City with a company licensed to do business in the State of Missouri and satisfactory to the City and in the amounts not less than those specified below. The amounts of coverage required for public liability or property damage shall not be construed to limit the liability of the Bidder in protecting the City from damage or injury claims. The City shall have the right to require the Bidder to increase any or all such insurance policy limits while the contract work is in progress in the event the engineer determines that unusual or special risks revealed by the work so require and in such amounts as the engineer may determine to be adequate, and without thereby limiting the liability of the Bidder in protecting the City from damage or injury claims.

As partial security for the defense of claims and the payments required under such indemnity, the Bidder and any subcontractor shall furnish at their cost, an owner's protective insurance policy satisfactory to the City naming the City as insured for amounts not less than the Bidder's public liability and property damage insurance covering the work. The Bidder shall comply fully with the requirements of the Workmen's Compensation Act of the State Missouri and shall furnish evidence that the Bidder is insured thereunder.

The coverage shall insure the City of its officers and employees while acting within the scope of their duties against all claims arising out of or in connection with the work to be performed.

The cost of the insurance shall be included in the prices bid for the various items of work and no additional payment will be made therefore.

The amounts of such insurance shall be not less than the following:

- a) Bidder's Bodily Injury Liability and Property Damage Liability Insurance:
 - 1) Injury or death of one person \$550,000
 - 2) Injury to more than one person in a single accident \$3,500,000
 - 3) Property damage, per accident. \$3,500,000
- b) Automobile and Truck Public Liability, Bodily Injury, and Property Damage:
 - 1) Injury or death of one person \$550,000
 - 2) Injury to more than one person in a single accident \$3,500,000
 - 3) Property damage, per accident. \$3,500,000

Certificates of insurance sent to the City as evidence of insurance shall contain the following statements, and in their absence the certificates will not be satisfactory to the City.

1. The insurance evidenced by this certificate will not be cancelled or altered except after ten (10) days from receipt by the City of written notice thereof.
2. The City must be listed on all Certificates of Insurance as additional insured.
3. A statement of the insurance company's A.M. Best rating will be required. A rating of at least A-VI is required.

XXIII. Form of Contract

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

BID FORM

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

In compliance with this Invitation for Bid Number 4833 and to all the conditions imposed herein, the undersigned offers and agrees to furnish Lime Residual Collection & Disposal services in accordance with the specifications attached herein at the following price(s):

Item	Description	Price per Ton
1	Collect & Dispose of Lime Residual Sludge:	\$ 80.00
2	Collect & Dispose of Lime Residual Sludge in Boschertown Lagoon:	\$ 80.00
RENEWAL OPTION PRICING:		
2027 Calendar Year (Maximum % Increase above 2026 Pricing):		2 %
2028 Calendar Year (Maximum % Increase above 2027 Pricing):		2 %

Indicate form of proposer:

- Sole Proprietor
- Limited Liability Company (Attach a Copy of Annual Registration Report with Proposal)
- Partnership
- Corporation (Attach a Copy of Annual Registration Report with Proposal)
- Other: _____

Full Legal Name of Proposer: J. Oros Environmental, Inc.

Street Address: 14933 Moore Cemetery Rd

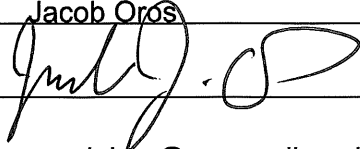
City/State/Zip Code: Carlinville, IL 62626

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

Last 4 Digits of FEIN or SSN: 7903

Telephone: 618-406-6180

Name: Jacob Oros Title: President

Signature:  Date: 2/20/2026

Email Address: jakeo@orosandbusch.com



**State of Illinois
Domestic/Foreign Corporation Annual Report**

Year 2025 **Corporation File No** 62145331
 FILED March 24, 2025
Alexi Giannoulis, Secretary of State

1. **Corporate Name** J. OROS ENVIRONMENTAL, INC.
Registered Agent JACOB J OROS
Registered Office 26974 HUNTER RD
City, IL, Zip Code, County HETTICK, IL 62649-4743 MACOUPIN
2. **Principal address of Corporation** 14933 MOORE CEMETERY RD
CARLINVILLE, IL 62626
- 3a. **State or Country of Incorporation** MISSOURI 3b. **Date Incorporated/Qualified** 04-09-2002

4. **The names and addresses of ALL officers & directors MUST be listed here!**

Officers	
Title Name & Address	PRESIDENT JACOB J. OROS, 14933 MOORE CEM ETERY RD CARLINVILLE, IL 62626
Title Name & Address	SECRETARY JACOB J. OROS, 14933 MOORE CEM ETERY RD CARLINVILLE, IL 62626
Title Name & Address	DIRECTOR JACOB J. OROS 14933 MOORE CEMETERY RD CARLINVILLE, IL 62626

5. **If 51% or more of the stock is owned by a minority or female, please check the appropriate box**

Minority Female Both

6. **Number of shares authorized and issued as of** 1-31-2025

Class	Series	Par Value	Number Authorized	Number Issued
COMMON		1.000000	30000	1000.000

7. **The amount of paid-in-capital as of** 1-31-2025 **is \$** 1000

8. **All property owned by the corporation is located in Illinois and all business transacted by the corporation is in Illinois.**

9. **Under the penalty of perjury and as an authorized officer, I declare that this annual report, pursuant to provisions of the Business Corporation Act, has been examined by me and is, to the best of my knowledge and belief, true, correct and complete.**

By JACOB J. OROS
 Authorized Officer
PRESIDENT March 24, 2025
 Title & Date

Fee Summary
Franchise Tax: \$0.00
Filing Fee: \$75.00
Penalty: \$0.00
Interest: \$0.00
Total Fee: \$75.00

REFERENCES

Please provide references for similar work in the last 3 years (attach additional pages, if necessary).

Company: _____ Please see attached sheet.

Contact Person: _____

Phone: _____

E-Mail: _____

Company: _____

Contact Person: _____

Phone: _____

E-Mail: _____

Company: _____

Contact Person: _____

Phone: _____

E-Mail: _____

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

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

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

“Business Entity” is defined as:

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

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

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

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

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

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

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

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

AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500 RSMo et seq.

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

STATE OF Illinois)
)ss
COUNTY OF Macoupin)

Before me, the undersigned Notary Public, Jacob Oros (Name)
personally appeared who is President (Title) of
J. Oros Environmental, 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.

[Handwritten Signature]
Signature (Person with Authority)

Jacob Oros
Printed Name

President
Title

2-20-2026
Date

Subscribed and sworn to before me this 20th day of February, 2026 (Month, Year).

My commission expires: 10/19/26

[Handwritten Signature] 2-20-26
Signature of Notary Date



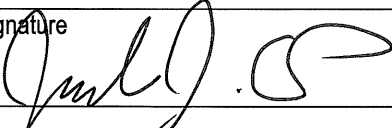
PROOF OF LAWFUL PRESENCE - 208.009 RSMo

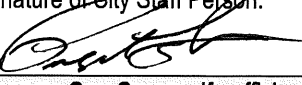
Those contracting with the City of Saint Charles are considered applicants for "public benefit" and therefore must provide affirmative proof that the applicant is lawfully present in the United States. *Public benefit* is defined as any grant, contract, or loan provided by a local government.

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

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

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

Business Name:			
J. Oros Environmental, Inc.			
Last Name	First	Initial	Maiden Name
Oros, Jacob J.			
Address (Street Name & Number)			
14933 Moore Cemetery Rd			
City		State	Zip Code
Carlinville, IL			62626
Date of Birth (MM/DD/YYYY)		(Check all that apply to signer and company): <input checked="" type="checkbox"/> A Citizen of the United States <input checked="" type="checkbox"/> A Lawful Permanent Resident <input checked="" type="checkbox"/> Company uses e-Verify to Hire New Employees <input checked="" type="checkbox"/> All Employees are authorized to work in U.S.	
11/25/1973			
Signature		Date	
		2/20/2026	
<input checked="" type="checkbox"/> I have attached documentation <input type="checkbox"/> I cannot provide documentation and need a copy of the Affidavit of Citizenship for Eligibility for Public Benefits form			

CITY STAFF- Record the title and expiration date of either: one document from Column A or a Missouri driver's license (Column B) or one document from Column C as listed in the Notice to Applicants for Public Benefits <u>and</u> attach a copy of the documentation.			
A -MoDOR Accepted Documentation	Or	B - MO Driver's License	Or
Document: _____		Missouri Driver's License <input type="checkbox"/>	Document: <u>E-Verify</u>
Expiration: _____		Expiration: _____	Expiration: _____
CERTIFICATION: I certify that I have examined the document(s) regarding citizenship or residency presented by the above-named applicant.*			
Signature of City Staff Person:		Print Name:	Date:
		Paul Feldman	2/23/26
*NOTE TO CITY STAFF: If sufficient documentation was not presented, do not sign the certification above. Instead, please give applicant a copy of the Affidavit of Citizenship for Eligibility for Public Benefits form and attach any completed Affidavit to this document.			



ADDENDUM NO. 1

**RFP NO. 4833
LIME RESIDUAL COLLECTION & DISPOSAL SERVICES**

FEBRUARY 11, 2026

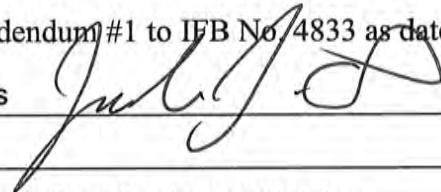
This addendum forms a part of the IFB Documents and modifies previously issued documents. Acknowledgment of this addendum is required with proposal submission. Failure to return this signed document will result in rejection of proposal.

- This Addendum provides responses to questions submitted.

	Question	Answer
1	Please clarify the anticipated contract term, start date, and renewal options associated with this solicitation.	Contract term is through Dec 31, 2026. Start date is upon notice from Water Treatment Plant Staff (We are currently ready for haul off)
2	Can you provide a previous bid tab from the last time this project was bid?	See Below
3	Is there a plan holders list available?	See Below
4	Are we removing lime from both lagoons?	Lime will be removed from both lagoons at least twice annually.
5	Is there a current lab analysis of the lime residual that can be provided?	See below report from 2024 Contracted services which includes laboratory analysis.
6	Do the lagoons have a liner? If so which type?	Yes, concrete lined

7	Can the lagoons be isolated from influent flow?	Only 1 lagoon at a time can be isolated due to operational necessity.
8	Can the city decant water from the lagoons?	Water is continuously decanted to sanitary sewer at a slow rate.
9	Does the city know landowners interested in the lime?	We do not facilitate this interaction, and have no established relationships.
10	What is the physical address of the Boschertown lagoon?	According to google maps it is 3413 Highway 94 (https://maps.app.goo.gl/y7Twd6acM3FAC1CKA)
11	Is there any equipment installed in the lagoon?	There is no equipment in the lagoon.

We, the undersigned, acknowledge the receipt of the Addendum #1 to IFB No. 4833 as dated.

By: Jacob Oros 
 Title: President
 Company Name: J. Oros Environmental, Inc.
 Date: 2/20/2026

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

Paul Feldmann, Purchasing Manager
 City of St. Charles
paul.feldmann@stcharlescitymo.gov



14933 Moore Cemetery Rd, Carlinville, IL 62626 Office: 217-854-7868 Fax: 217-666-4071

February 20, 2026

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

Purchasing Department,

Invitation for Bid #4637: Lime Residual Collection and Disposal Services

References

Customer Name – City of Burlington, IA
Contact Name – Ken Gregory
Address – 500 N 3rd St, Burlington, IA 5261
Phone Number – 319-754-6501
Email Address – gregoryk@burlingtoniowa.org

Customer Name – City of St. Peters, MO
Contact Name – Boone Consulting
Address – 1 St. Peters Centre Blvd, St. Peters, MO 63376
Phone Number – 217-779-3903
Email Address – dmboone@sbcglobal.net

Customer Name – City of Columbia, MO
Contact Name – Matthew Everts
Address – 6851 W. Route K, Columbia, MO 65203
Phone Number – 573-817-5082
Email Address – matthew.everts@como.gov

Customer Name – City of Jacksonville, IL
Contact Name – Rick Hearin
Address – 200 W Douglas Ave, Jacksonville, IL 62650
Phone Number – 217-479-4660
Email Address – rhearin@jacksonvilleil.gov

Customer Name – City of Sullivan, MO
Contact Name – Robert Schaefer



14933 Moore Cemetery Rd, Carlinville, IL 62626 Office: 217-854-7868 Fax: 217-666-4071

Address – 210 W Washington, Sullivan, MO 63080

Phone Number – 573-468-8975

Email Address – rschaffer@sullivan.mo.us

Detailed description of respondents' service program(s) and policies:

J. Oros Environmental, Inc. provides similar services to more than 40 clients throughout the United States. Our service program is tailored to fit the needs and desires of each client. Unless otherwise requested, each program contains the following parameters.

- Ground acquisition and farmer relations.
- Sampling and testing, including onsite daily solids analysis
- State of the art equipment, including duplicate flow meters to accurately track volume.
- Annual reports to state and federal agencies. Including full time Compliance Manager.
- Complete project oversight by experienced Project Manager.

Detailed description of method of disposal of lime sludge residual:

J.O.E. has performed the lime sludge removal and disposal for the City of St. Charles as the general contractor for the last 12 years, and as a subcontractor for the two (2) years prior to that. For this reason, we are familiar with all aspects of the project and water plant personnel. As in the past, the method shall be to mix the lagoon prior to hauling the lime sludge. This will ensure that material is uniform in solids.

At this point, the trucks will be brought in to transport the material to the application sites. Each truck is equipped with a tightly sealed tanker. Trucks are loaded through a flow meter to ensure accurate tracking of volume. The material is then transferred to previously secured application sites.

At the application site, the trucks are off-loaded onto our liquid applicator. The liquid applicator is also equipped with a flow meter. This ensures a second method of volume tracking, as well as allows accurate application of the lime sludge onto the farm fields. The applicator evenly spreads the lime sludge at a predetermined application rate.

This cycle is continued until the lagoon is empty. Since J. Oros Environmental has performed the project numerous times over the past few years, we are very familiar with the site. We are familiar with the difficulties of sharing the parking lot with the park crowds during the summer months, and have managed to work alongside and around the local residents and traffic without incident.



14933 Moore Cemetery Rd, Carlinville, IL 62626 Office: 217-854-7868 Fax: 217-666-4071

As well, J.O.E. has an extensive network of local farmers and landowners to provide sufficient acreage to dispose of the material in a timely manner during all seasons. The landowners include:

- Dave Burkemper
1141 Meier Road
Old Monroe, MO 63369
636-544-1342
- Wayne Bonaker
3500 Byrnesville Road
House Springs, MO 63051
314-560-6279

List of proposed machinery and equipment:

J. Oros Environmental carries a wide variety of equipment. We regularly perform projects which require both liquid and dry application equipment specifically for the project at the City of St. Charles, the following equipment will be available: (Unless otherwise specified, all equipment is owned by J.O.E.)

- 6 Houle Tank Liquid Applicators – The make of these is Houle, there are various model years from 2001 – 2008. The axle design varies between 3 – 4 axles, and all are equipped with high flotation tires to ensure minimal ground compaction. The maximum capacity of these applicators is 9,500 gallons (47 cubic yards). It has a gross weight in excess of 67.5 tons when fully loaded. These are also equipped with flow meters to track volume.
- 30+ Semi Tankers – The make and model of these vary greatly. All of them are tandem axle tanks with a capacity of between 6,000 – 7,500 gallons (30 cubic yards). The capacity of these are generally 40 tons, which is the legal road weight limit.
- 10 Pickup trucks – $\frac{3}{4}$ ton capacity
- 25 Farm Tractors – These range in size from 100 – 400 horsepower.
- 7 Houle lagoon pumps – These range from 42' – 52' in length. All are equipped with flow meters and are the method to mix the lagoon and load the semi tankers.
- 2 Drag hose systems – Each of these systems are capable of pumping liquid lime through 2+ miles of hose if needed.
- 3 Dry Manure Spreaders – Each of these are capable of hauling 18-20 cubic yards of dry material.
- 2 Rubber Tire Wheel Loaders – Each of these are equipped with 3 cubic yard buckets for loading dry material onto spreaders or semi-trucks.



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In addition to all equipment listed above, J. Oros Environmental also owns other equipment, including but not limited to – dump trailers, pumps, dredges, hose, piping, valves and all other necessary equipment for the proper completion of this project.

Method of determining dry tons:

Dry tons will be calculated by first tracking the volume of gallons through a calibrated flow meter. In addition, a minimum of 4 samples will be collected throughout the day. These samples will be combined in to a composite, and a % solids test will be performed on the sample. A portion of the sample will also be tested for specific gravity. Specific gravity is used to determine the exact weight per gallon the lime sludge.

The above information will be used in the following formula to determine dry tons:

Gallons per day x % solids x 8.34 (lbs/gallon of water) x specific gravity / 2,000 (lbs/ton) = dry tons.

Example: 200,000 gal x 15% solids x 8.34 lbs x 1.05 specific gravity / 2,000 lbs = 131.355 dry tons

J. Oros Environmental, Inc. would also like to propose an emergency haul pricing of \$115.00/dry ton that would be assessed when the ground cannot be land applied on but the material can be used for mine reclamation regardless of weather conditions.

We greatly appreciate the opportunity to present this proposal to the City of St. Charles. If you have any questions regarding this proposal, or need any further information, please feel free to contact me at (618) 406-6180.

Sincerely,

J. Oros Environmental, Inc.

Jacob Oros, President



Company ID Number: 437903

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

**ARTICLE I
PURPOSE AND AUTHORITY**

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

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

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

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following 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:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
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 about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's 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 mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as 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.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

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

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



Company ID Number: 437903

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

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

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

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and



Company ID Number: 437903

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

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify



Company ID Number: 437903

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



Company ID Number: 437903

B. TERMINATION

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

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the 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.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,



Company ID Number: 437903

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

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

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 437903

Approved by:

Employer J Oros Environmental, Inc.	
Name (Please Type or Print) Joseph D Busch	Title
Signature Electronically Signed	Date 08/05/2011
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08/05/2011



Company ID Number: 437903

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	J Oros Environmental, Inc.
Company Facility Address	14933 Moore Cemetery Rd Carlinville, IL 62626
Company Alternate Address	
County or Parish	MACOUPIN
Employer Identification Number	431917903
North American Industry Classification Systems Code	562
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)



Company ID Number: 437903

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

IL

1



Company ID Number: 437903

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

Name	Joseph D Busch
Phone Number	3146514673
Fax	6363298892
Email	ioeb@orosandbusch.com



Company ID Number: 437903

This list represents the first 20 Program Administrators listed for this company.

**Tabulation Sheet
Bid #4833
Lime Residual Collection & Disposal Services**

	J. Oros Environmental, Inc. (Carlinville, IL)	Hodges Farms & Dredging, LLC (Lebo, KS)
Description	2026 Bid (per Ton)	2026 Bid (per Ton)
Collect & Dispose of Lime Residual Sludge	\$80.00	\$128.95
Collect & Dispose of Lime Residual Sludge in Boschertown Lagoon:	\$80.00	\$98.95
2027 Renewal Increase	2.00%	5.00%
2028 Renewal Increase	2.00%	5.00%

Bid 4833 was advertised in the St. Louis Countian, the St. Charles Business Record and on the City's Website on February 9, 2026.

Bids were opened at 2:00 pm on February 23, 2026.

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

Paul Feldmann
Purchasing Manager
200 North Second Street
St. Charles, Missouri 63301
paul.feldmann@stcharlescitemo.gov

Certificate Of Completion

Envelope Id: 866C9224-E33E-86EC-811B-1F19ED648B69

Status: Sent

Subject: Please DocuSign:Routing Packet-0226PW-J Oros Environmental Inc.-Lime Residual Collection Services

Source Envelope:

Document Pages: 47

Signatures: 7

Envelope Originator:

Certificate Pages: 6

Initials: 5

Maura Zackavec

AutoNav: Enabled

200 N Second St

Envelopeld Stamping: Enabled

Saint Charles, MO, MO 63301

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

maura.zackavec@stcharlescitymo.gov

IP Address: 35.130.51.195

Record Tracking

Status: Original

Holder: Maura Zackavec

Location: DocuSign

5/1/2026 8:41:47 AM

maura.zackavec@stcharlescitymo.gov

Signer Events

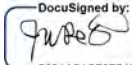
Jake Oros

jakeo@orosandbusch.com

President

Security Level: Email, Account Authentication
(None)

Signature

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Signature Adoption: Drawn on Device
Using IP Address: 147.161.4.59

Timestamp

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Signed: 5/5/2026 11:50:32 AM

Electronic Record and Signature Disclosure:

Accepted: 5/5/2026 11:49:52 AM

ID: b0b0eb39-4238-46f7-ba94-08fd739b38bf

Larry Perney

lawrence.perney@stcharlescitymo.gov

Asst. CA

SHI OBO City of St Charles

Security Level: Email, Account Authentication
(None)

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Signed: 5/5/2026 1:53:30 PM

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


Signature Adoption: Pre-selected Style
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Signed: 5/5/2026 2:27:59 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:

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Signed: 5/5/2026 4:15:56 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)

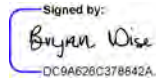
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Using IP Address: 35.130.51.195

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Bryan Wise
bryan.wise@stcharlescitymo.gov
Assistant City Attorney
City of St. Charles
Signing Group: LEGAL REVIEW
Security Level: Email, Account Authentication (None)

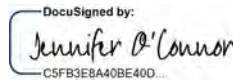
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Signature Adoption: Pre-selected Style
Using IP Address: 35.130.51.195

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

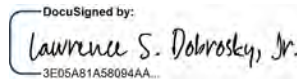
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Signature Adoption: Pre-selected Style
Using IP Address: 35.130.51.195

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

DocuSigned by:

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
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City Clerk - Assign Contract #

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Carla Bray
carla.bray@stcharlescitymo.gov
Security Level: Email, Account Authentication
(None)

COPIED

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Viewed: 5/6/2026 7:44:34 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Amy Milstead
amy.milstead@stcharlescitymo.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, SHI OBO City of St Charles (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact SHI OBO City of St Charles:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: lawrence.perney@stcharlescitemo.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@stcharlescitemo.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@stcharlescitemo.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with SHI OBO City of St Charles

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to lawrence.perney@stcharlescitemo.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify SHI OBO City of St Charles as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SHI OBO City of St Charles during the course of your relationship with SHI OBO City of St Charles.

Contract # _____
(City Clerk will Assign)

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

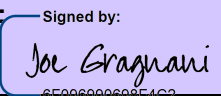
Requesting Department:	Fire	Department Contact:	Brian Strubberg
Name of Grant:	2022 UASI Equipment & Supplies		
Grant Amount:	\$ 6,645.00		
New or Renewal:	New		
Amount Budgeted in Previous Year:	0		
Description/Purpose:	The City of St. Charles, MO will receive equipment and supplies from the 2022 UASI grant program to support emergency response in the St. Louis Urban Area.		
Account/s #:	TBD		
Project #:	TBD		

Initial
BS

Certifications: to be completed by Originating Department Director

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

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

Signature: <small>Signed by:</small>  <small>6F09699699F462...</small>	Printed Name: Joe Gragnani	Date: 4/30/2026
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ROUTING	Initials	Date
Purchasing Review (Compliant with Chapter 145 and City Terms)	<small>Initial</small> PF	4/30/2026
Department of Law (for Legality only)	<small>Initial</small> BVO	4/30/2026
Director of Finance (Funds Available)	<small>DS</small> JG	4/30/2026
Director of Administration (Recommend Approval)	<small>DS</small> (SD)	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: 



RCA FORM (OFFICE USE ONLY)

Bill # NA

MEETING/DATE: 05/19/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): ALL

Sponsor(s): _____

Description:

East-West Gateway Council of Governments Financial Assistance Sub-Award Agreement
Homeland Security Grant Program (Federal Grant)

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

The City of St. Charles, MO will receive equipment and supplies from the 2022 UASI grant program to support emergency response in the St. Louis Urban Area. Items to include rescue tools & supplies.

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

Fiscal Impact: 6,645.00 Yes Revenue _____

Account #: TBD

Project #: TBD

RCA prepared by: BS Dept. Dir. JB Finance Dir. DS Dir. of Admin. USDJ

**EAST-WEST GATEWAY COUNCIL OF GOVERNMENTS
FINANCIAL ASSISTANCE SUB-AWARD AGREEMENT**

1. Sub-Award Information

(a) Grant # (b) Project Name

(c) Project Description

(d) Sub-Award Performance Period (i) Start Date (ii) End Date

(e) Total Sub-Award Amount (Grant + Match) *See Section 4 for information about funding sources.

(f) Is this a research and development (R&D) award? Yes No (g) Indirect costs allowed? Yes No

2. Sub-Recipient Information

(a) Name (b) Address (c) UEI

(d) Point of Contact (i) Name (ii) Phone (iii) Email

3. EWG Point of Contact Information

(a) Name (b) Phone (c) Email

4. Funding Source Information

(a) Funding Type	(b) Awarding Agency Name(s)	(c) ALN Information	(d) \$ Amt.
<input type="text" value="Federal grant"/>	<input type="text" value="U.S. DHS, FEMA through MO Office of Homeland Security"/>	<input type="text" value="97.067 - Homeland Security Grant Program (2022)"/>	<input type="text" value="\$6,645.00"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
(e) Total Sub-Award Amount (Grant + Match)			<input type="text" value="\$6,645.00"/>

*See Appendix II: Federal Award Information for information about each federal grant described in Section 4.

(f) Does this Sub-Award include the provision of equipment or supplies? Yes No

The total sub-award amount described in Section 4, Part (e) includes the value of the equipment and supplies that are described in Appendix III: Equipment & Supplies List (Appendix III).

5. The sub-recipient listed in Part #2 agrees to administer the Sub-Award in accordance with:

(a) All applicable federal and state regulations and grant guidelines, including but not limited to:

2 CFR Part 200 Other Describe:

(b) Each of the following Appendices:

Appendix I: Sub-Recipient General Terms & Conditions; Appendix II: Federal Award Information; Appendix III: Equipment & Supplies List; Appendix IV: MoOHS Subaward Agreement (only to the extent described in Appendix I, Paragraph 15, Part (a)(ii)); and Appendix V: Policy for Grant-Funded Equipment & Supplies.

6. The assistance described in this Sub-Award is hereby offered and accepted effective upon the signature of each parties' duly authorized official and on the first date indicated in Part #1(d) above.

East-West Gateway Council of Governments

Name & Title Signature _____ Date _____

City of St. Charles, Missouri

Name & Title Signature _____ Date _____

**Appendix I:
Sub-Recipient General Terms & Conditions**

The following terms apply to the Financial Assistance Sub-Award Agreement (“Sub-Award”) entered into by the City of St. Charles, Missouri (“Sub-Recipient”) and East-West Gateway Council of Governments (the “Council”) (together the “Parties”).

1. Definitions, Contents of the Agreement & Order of Precedence.

- a. *Definitions.* As used in this Appendix I: Sub-Recipient General Terms & Conditions, the terms and acronyms described in Paragraph 1, Parts (a)(i) – (ix) have the meanings provided below.
 - i. **Agreement** means the Sub-Award and the appendices listed in Paragraph 1, Part (b).
 - ii. **CFR** means the Code of Federal Regulations.
 - iii. **DHS** means the U.S. Department of Homeland Security.
 - iv. **Emergency** means a potential or actual mass casualty incident, man-made or natural disaster, or criminal terrorist incident.
 - v. **FEMA** means the Federal Emergency Management Agency.
 - vi. **MoOHS** means the Missouri Office of Homeland Security.
 - vii. **Omni Circular** means the federal regulations found at 2 CFR Part 200 – *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
 - viii. **Project Site(s)** mean(s) the specific location(s) at the physical address(es) described in Paragraph 3 or in Appendix III where the grant-funded items will be located or where the project work described in Paragraph 3 will be implemented or conducted.
 - ix. **Urban Area** means the St. Louis Urban Area that includes the bi-state, eight county St. Louis metropolitan area served by the Council that includes: city of St. Louis, Missouri and Franklin, Jefferson, St. Charles, and St. Louis counties in Missouri and Madison, Monroe, and St. Clair counties in Illinois.
- b. *Contents of the Agreement.* The Sub-Award consists of the terms expressed in the East-West Gateway Council of Governments Financial Assistance Sub-Award Agreement and the Appendices listed in Paragraph 1, Part (b)(i) – (v) (together the “Agreement”). The Appendices are each made a part of the Sub-Award and are incorporated by reference into the Sub-Award as though fully set forth in the Sub-Award. Sub-Recipient’s failure to adhere to the terms expressed in the Appendices may constitute a material breach of the Agreement, and the Council may take appropriate action against Sub-Recipient to ensure compliance with these provisions, as described in Paragraph 11, Part (b).
 - i. Appendix I: Sub-Recipient General Terms & Conditions (“Appendix I”).
 - ii. Appendix II: Federal Grant Award Information (“Appendix II”).
 - iii. Appendix III: Equipment & Supplies List (“Appendix III”).

- iv. Appendix IV: Office of Homeland Security, Grant Award of Contract (“Appendix IV”), which is incorporated into the Sub-Award only to the extent described in Paragraph 15, Part (a)(ii).
 - v. Appendix V: Policy for Grant-Funded Equipment & Supplies (“Appendix V”).
 - c. *Order of Precedence.* In the event that any conflict or inconsistency arises among the provisions of the Sub-Award and the provisions of the Appendices, the documents shall have the following order of precedence:
 - i. Appendix I.
 - ii. Sub-Award.
 - iii. Appendix IV.
 - iv. Appendix II.
 - v. Appendix III.
 - vi. Appendix V.
- 2. Performance Period.
 - a. Except as described in Paragraph 2, Part (b), the performance period for the Agreement is the term described in the Sub-Award, Section 1, Part (d), unless:
 - i. the performance period is extended through mutual agreement of the Parties and the extension is requested and approved in accordance with Paragraph 10, or
 - ii. the Agreement is terminated.
 - b. Except as described in Appendix V, Section 14, Part (b)(iv) with respect to the disposition of grant-funded equipment or a supply cache, the requirements described in Appendix V and Paragraph 8, Parts (c) and (d) will survive the expiration of the performance period described in Paragraph 2, Part (a) or the termination of the Agreement and will remain in effect in accordance with Appendix V, Section 2.
- 3. Project Description & Scope of Work.
 - a. *Project Description.* The project governed by the Agreement includes: (i) the scope of work described in Paragraph 3, Part (b), and (ii) the grant-funded items described in Appendix III that will be used to enhance Sub-Recipient’s ability to respond an Emergency in the Urban Area.
 - b. *Scope of Work.* Sub-Recipient shall perform the work described in Paragraph 3, Parts (b)(i). Sub-Recipient shall perform the work described in Paragraph 3, Parts (b)(i) in a professional and technical manner, consistent with lawful procedures and standards that govern persons performing similar work, and in compliance with applicable local, state, and federal laws.
 - i. The only work anticipated by the Agreement is the work Sub-Recipient must perform in order to meet the requirements described in Paragraph 4 and Paragraph 15, Part (a)(iii).

4. Equipment & Supplies. As part of the project, Sub-Recipient will receive grant-funded equipment, supply caches, or supplies from the Council. Sub-Recipient must adhere to the requirements described in the then-current Appendix V. The requirements described in Appendix V are subject to the term described in Paragraph 2, Part (b) and will survive the expiration or termination of the Agreement. Appendix V may be updated from time-to-time and the then-current version will apply to the Agreement.
5. Reimbursements / Payments. The only work anticipated by the Agreement is the work Sub-Recipient must perform in order to meet the requirements described in Paragraph 4 and Paragraph 15, Part (a)(iii).
6. Personnel and Subcontracting & Purchases / Procurement.
 - a. *Personnel and Subcontracting.*
 - i. Sub-Recipient represents that it has, or will secure, all personnel required in performing the work described in Paragraph 3, Part (b). Sub-Recipient shall either perform or supervise all of the required work. Sub-Recipient is responsible for the satisfactory completion of all work, including work performed by Sub-Recipient’s subcontractors.
 - ii. All of Sub-Recipient’s personnel, including subcontracted personnel, engaged in the work must be fully qualified and must be authorized or permitted under state and local law to perform the work described in Paragraph 3, Part (b). Sub-Recipient must comply with the E-Verify requirements described in the MoOHS Administrative Guide.
 - iii. The Council is not an employer of any personnel hired by Sub-Recipient to perform the work described in Paragraph 3, Part (b). Sub-Recipient is fully responsible for:
 1. paying any salaries, fringe benefits, unemployment insurance, or workers’ compensation,
 2. ensuring that any local taxes, state taxes, and federal taxes are properly withheld from its personnel’s pay, and
 3. complying with local, state, and federal reporting requirements that govern compensation and taxation.
 - b. *Purchases / Procurement.*
 - i. **Definitions.** As used in Paragraph 6, Part (b), the terms described in Paragraph 6, Parts (b)(i)(1) and (2) have the meanings provided below.
 1. “Purchase / procurement,” in addition to its common meaning, also means the hiring of any individual or firm to complete any services or to provide any goods. The meaning of purchase / procurement does not include the hiring of employees to complete services under the Agreement.
 2. “Employees” has the same meaning described in Section 285.500 *et seq.* RSMo.

- ii. Sub-Recipient may not undertake the purchase / procurement of any services or any goods without the Council's prior written approval. If Sub-Recipient needs to undertake a purchase / procurement, Sub-Recipient must contact the Council's designated point of contact in Paragraph 16, Part (a)(i)(1) and obtain the prior written approval. The Council's point of contact will direct Sub-Recipient about the process that needs to be followed to purchase / procure goods or services and what documentation needs to be submitted to the Council, retained by Sub-Recipient, or both.
 - iii. If the Council authorizes Sub-Recipient to undertake a purchase / procurement, then Sub-Recipient (including any authorized subcontractors) shall use federally compliant, competitive procurement procedures to purchase any services or goods under the Agreement. These procedures are defined in the Omni Circular, specifically 2 CFR Part 200, *Procurement Standards*, §§ 200.317 – 200.326, and MoOHS guidelines. Sub-Recipient may use its own procurement procedures provided that those procedures are at least as restrictive as the procedures required by MoOHS guidelines.
 - iv. All purchases / procurements, whether competitive or non-competitive, must be reviewed and approved by the Council in advance of the final selection and retention of a contractor or vendor to provide any services or goods for the project.
 - v. Paragraph 6, Part (b) applies to purchases / procurement that are conducted by any one or combination of Sub-Recipient, Sub-Recipient's designees, or Sub-Recipient's subcontractor.
 - vi. Paragraph 6, Part (b) applies to Sub-Recipient purchases / procurement that are made with any type of purchasing method or mechanism.
- c. If Sub-Recipient fails to adhere to the requirements in Paragraph 6, then the Council may undertake any one or combination of the actions noted in Paragraph 11, Part (b).

7. Liability & Insurance Coverage.

- a. *Liability.* To the extent allowed or imposed by law, Sub-Recipient shall hold harmless the Council including its members and employees, from any claim, suit, liability, damage, loss, or cost (including, but not limited to, attorney's fees and litigation costs) arising out of or relating to the work performed under the Agreement or the storage or use of the grant-funded equipment or grant-funded supply caches. Sub-Recipient's obligation under this Paragraph 7, Part (a) is limited to any claim, liability, damage, loss, or cost that is sustained by the Council or others for property damage, property destruction, or any bodily injury (including, but not limited to, death) and to the extent that the claim arises from or is caused by: (i) Sub-Recipient's breach of or default in the Agreement, (ii) the negligence, errors, omissions, or willful misconduct of Sub-Recipient, Sub-Recipient's employees, affiliated corporations, or subcontractors in connection with the work performed under the terms of the Agreement, or (iii) the storage or use of the grant-funded equipment or grant-funded supply caches.

b. *Insurance Coverage.*

- i. **Property and Casualty Insurance.** Sub-Recipient shall carry property and casualty insurance coverage to protect any grant-funded equipment and this insurance must be of the same character and amount that Sub-Recipient carries to protect any of its own property (e.g. equipment, vehicles). Sub-Recipient must obtain this insurance from a company authorized to issue insurance in Missouri (for entities formed under Missouri law) or Illinois (for entities formed under Illinois law) or must provide the insurance coverage through a self-insurance program.
- ii. **Self-Insurance Program.** If Sub-Recipient is relying on a self-insurance program to provide the insurance coverage, then Sub-Recipient's proof of insurance must be demonstrated through a signed, written statement to the Council regarding the self-insurance program and certifying that the program provides liability protection to cover claims described in Paragraph 7, Part (a) and meets the insurance requirements described in Paragraph 7, Part (b)(i).
- iii. Upon the Council's written request, Sub-Recipient shall provide the Council with written proof of insurance coverage. For property and casualty insurance, Sub-Recipient shall submit proof of insurance coverage upon the Council's written request, but, at a minimum, no later than sixty (60) calendar days after Sub-Recipient receives the grant-funded equipment and, thereafter, no later than October 15th of each year during the term described in Paragraph 2, Part (b). Sub-Recipient must submit this proof of insurance to the Council's point of contact designated in Paragraph 16, Part (a)(i)(1). Sub-Recipient shall also, upon written request, provide the Council written copies of its insurance policies.
- iv. Sub-Recipient shall notify the Council in writing within seven (7) calendar days of receiving notices that any of its, or its subcontractors', insurance policies have been reduced, terminated, or cancelled (even in part) for any reason.

c. In no event will the language of Paragraph 7 constitute or be construed as a waiver or limitation for either party's, or their respective board members', officers', directors', servants', employees', agents', successors', or assigns', rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal or state constitution or by federal or state law.

8. Required Reports.

- a. *Inventory Reports.* If Sub-Recipient's award includes grant-funded equipment or a grant-funded supply cache, as described in Appendix V Sub-Recipient must update and return to the Council an inventory report in the form and format specified by the Council. Sub-Recipient shall submit its inventory report no later than October 15th of each year during the term described in Appendix V. The inventory report must be submitted to the Council's point of contact designated in Paragraph 16, Part (a)(i)(1). Sub-Recipient's failure to adhere to this reporting requirement may be deemed a material breach of the Agreement and the Council may undertake any one or combination of actions described in Paragraph 11, Part (b).

- b. *Vehicle Mileage Logs.* If Sub-Recipient receives a vehicle under the terms of the Agreement, then Sub-Recipient must also maintain and submit vehicle mileage logs in the form and format specified by the Council. Sub-Recipient shall submit its vehicle mileage logs no later than October 15th of each year during the term described in Appendix V. The vehicle mileage logs must be submitted to the Council's point of contact designated in Paragraph 16, Part (a)(i)(1). Sub-Recipient's failure to adhere to this reporting requirement may be deemed a material breach of the Agreement and the Council may undertake any one or combination of actions described in Paragraph 11, Part (b).
 - c. *Violations.* Sub-Recipient must report / disclose to the Council in writing all violations of federal criminal law involving fraud, bribery, or gratuity affecting the Agreement. Sub-Recipient's written report / disclosure must be provided to the Council no later than fourteen (14) calendar days after Sub-Recipient is made aware of the violation. Sub-Recipient must submit this report to the Council's point of contact designated in Paragraph 16, Part (a)(i)(1).
 - d. If Sub-Recipient fails to comply with the terms of Paragraph 8, then the Council may take action against Sub-Recipient as the actions are described in Paragraph 11, Part (b).
9. Work Products, Disclosure & Publication Requirements.
- a. *Work Products.* Except for the reports described in Paragraph 8, Sub-Recipient is not responsible for producing any work products or deliverables as part of the work described in Paragraph 3, Part (b).
 - b. *Disclosure.* Except as required by law, Sub-Recipient shall not disclose in any way, or permit to be disclosed in any way: any information related to its work, the Work Products it created as part of the project, or the results of the work contemplated by the Agreement. If Sub-Recipient wishes to disclose any of these or is required to disclose any of these, then it shall first notify the Council and, in the case of a disclosure that is not required by law, obtain the Council's express written consent. Sub-Recipient's notification must be submitted to the Council's point of contact designated in Paragraph 16, Part (a)(i)(1). This Paragraph 9, Part (b) is applicable only to disclosure of project information, Work Products, and results to any person who or entity that is not a part of the project. Members of the project team, the Council's staff, or members of the committee overseeing the project will be considered "part of the project team."
 - c. *Publication Requirements.* Sub-Recipient is not responsible for publishing any work products or other materials as part of the work described in Paragraph 3, Part (b).
10. Authorized Personnel, Changes & Other Requests. The Council has sole discretion to approve Sub-Recipient's request for changes or provide approvals or authorizations and Paragraph 10 does not obligate the Council to approve Sub-Recipient's requests. The persons who are authorized to initiate change requests, to approve Sub-Recipient's requests for changes, or to provide authorizations are described in Paragraph 10, Part (a). The process for requesting changes to the Agreement are described in Paragraph 10, Part (b) and the process for other types of requests are described in Paragraph 10, Part (c).

- a. *Authorized Personnel.* The persons listed in Paragraph 10, Parts (a)(i) – (iv) are authorized by the Council to initiate change requests, to approve Sub-Recipient’s requests for changes, or to provide authorizations.
 - i. The Council’s point of contact designated in Paragraph 16, Part (a)(i)(1).
 - ii. The Council’s Director of Administration.
 - iii. The Council’s Executive Director.
 - iv. Other person authorized in writing by the persons listed in Paragraph 10, Parts (a)(ii) and (iii), when this other person is indicated in writing to Sub-Recipient as having this authority.

Except for requests related to dispositions described in Appendix V, Section 14, Part (a), the Council’s project manager, the points of contact designated in Paragraph 16, Part (a)(i)(2), or any other person not described in Paragraph 10, Parts (a)(i) – (iv) are **not** authorized to initiate change requests, to approve Sub-Recipient’s requests for changes, or provide authorizations.

- b. *Changes.* Certain changes to the performance period, Appendix I, Appendix III, or other changes to the Agreement must be requested and approved as stated in Paragraph 10, Parts (b)(i) – (vii).
 - i. Except as noted in Paragraph 10, Part (b)(iii), any Sub-Recipient request for changes must be submitted to the Council in advance of the change taking effect. Changes include, but are not limited to: changing the scope of work; lengthening or shortening the performance period; or changing the budget for the project. The Council will consider Sub-Recipient’s after-the-fact changes on a limited basis and it is within the Council’s sole discretion whether to consider or approve Sub-Recipient’s after-the-fact changes.
 - ii. In order to request a change to the performance period or scope of work Sub-Recipient shall submit to the Council’s point of contact designated in Paragraph 16, Part (a)(i)(1), a written request that contains:
 - 1. a clear description of the change requested and a rationale/justification for why the change is necessary,
 - 2. the proposed effective date of the change, and
 - 3. a copy of the revised scope of work, if applicable.
 - iii. Sub-Recipient must keep the Council’s point of contact designated in Paragraph 16, Part (a)(i)(2) informed, in writing, about changes to the project schedule, including deliverable due dates. If a change to the project schedule will result in Sub-Recipient not completing its work within the performance period specified in Paragraph 2, Part (a), then Sub-Recipient shall follow the procedures described in Paragraph 10, Part (b)(ii).
 - iv. The Council will review Sub-Recipient’s change request and will send Sub-Recipient a written notice of its decision and, if Sub-Recipient’s request is denied, will include an explanation of the Council’s decision.

- v. Except as noted in Paragraph 10, Parts (b)(vi) and (vii), any one or combination of the changes in listed in Paragraph 10, Parts (b)(v)(1) – (3) must be effected through written amendments to the Agreement, signed by the duly authorized representative of each party.
 - 1. Any change to the scope of work, except as noted in Paragraph 10, Part (b)(iii).
 - 2. Any change to the performance period.
 - 3. An increase in the total dollar amount sub-awarded to Sub-Recipient.
- vi. The Council may initiate changes to terms of the Agreement including, but not limited to, the performance period, the amount budgeted for the project, the scope of work, or Appendix III to update the list of grant-funded items. Except as noted in Paragraph 10, Parts (b)(vi)(1) and (2), the Council shall obtain Sub-Recipient’s written assent to the change, either through a signed amendment or other written communication (e.g. Sub-Award Adjustment Notice (SAN)). Regardless of whether the Council has issued a signed amendment to Sub-Recipient or Sub-Recipient has provided a written communication to Council regarding its assent to the change, Sub-Recipient’s assent to the change will be deemed given if, after the Council has communicated a change to Sub-Recipient, Sub-Recipient submits an invoice or other request for payment to the Council or Sub-Recipient accepts payment from the Council.
 - 1. Certain minor changes to the Agreement may be initiated by the Council and do not require prior authorization or a written amendment to the Agreement. These changes include, but are not limited to: (a) changing the funding source for the project; or (b) changes implemented by the Council during project close-out or processing final payment for the project like: revising the project budget, revising the dollar amount sub-awarded to Sub-Recipient, or updating Appendix III. In the event that the Council needs to implement these types of changes, the Council does not have to obtain Sub-Recipient’s written assent in advance; however, the Council will notify Sub-Recipient of the change so that Sub-Recipient has the information for its records. It is within the Council’s sole discretion to determine which minor changes to the Agreement require an amendment and which can be effected as stated in Paragraph 10, Part (a)(vi). If the Agreement includes the provision of grant funds, then a change that will result in an increase in the total amount paid by the Council for the project to Sub-Recipient is not a “minor change.” If the Agreement is for the provision of grant-funded equipment or supplies only, then any update to Appendix III is considered a “minor change”, even if the change results in an increase in the total value of the Agreement.

2. In the event that MoOHS, FEMA, or DHS implement changes to the Council's grant agreement or grant budget, and these changes affect the terms of the Agreement, the Council will notify Sub-Recipient of the change and the change will take effect immediately upon the date provided in the Council's notification to Sub-Recipient. In the event of this type of change, the Council does not need to obtain Sub-Recipient's written assent to the change. The Council's notification will be in writing.
- c. *Other Requests.* In the event that either party needs to seek approval for changes or request other changes or authorizations that are not specifically noted in Paragraph 10, the party shall submit its written request to the other party's point of contact designated in Paragraph 16, Part (a)(i)(1) or (a)(ii)(1), as applicable. The party's request must include both a detailed description of the change or other item for which approval is sought and a rationale/justification for the request. The party receiving the request will notify the party making the request in writing of its decision.

11. Disputes, Remedies & Termination.

- a. *Disputes.* Any dispute concerning a question of fact arising under the Agreement that is not disposed of by the Parties' mutual agreement must be decided by the Executive Director, East-West Gateway Council of Governments, who shall mail or otherwise furnish a copy of its decision to Sub-Recipient. This decision will be final and conclusive unless Sub-Recipient mails or otherwise furnishes a written appeal concerning the question of fact to the Executive Director. Sub-Recipient shall submit its written appeal to the Council within thirty (30) calendar days of Sub-Recipient's receipt of a copy of the Executive Director's decision. The Executive Director shall arrange a formal hearing within fifteen (15) calendar days after the Executive Director's receipt of Sub-Recipient's appeal. The hearing officer must be a person mutually agreed upon by the Executive Director and Sub-Recipient. The hearing officer will send both Sub-Recipient and the Executive Director a notice that specifies the date, time, and place for the hearing. The hearing officer's notice must be sent not less than five (5) business days in advance of the hearing. At the hearing, Sub-Recipient and the Council will have the right to present witnesses and give evidence concerning questions of fact. The hearing officer shall give their decision to both Parties within five (5) business days of the close of the hearing. Pending final decision of an appeal to the Executive Director, Sub-Recipient shall proceed diligently with the performance of the Agreement. Nothing in this Paragraph 11, Part (a) will be construed as the Executive Director or hearing officer making final decisions regarding any questions of law. "Receipt" is defined in Paragraph 16, Part (c)(ii)(2).
- b. *Remedies.* Where Sub-Recipient violates, breaches, or otherwise fails to comply with the terms of the Agreement, the Council, in its sole discretion, may:
 - i. terminate or suspend the Agreement, in whole or in part,
 - ii. order a stoppage of the work,
 - iii. repossess or require Sub-Recipient to transfer ownership of any grant-funded equipment, supply cache, or supplies,

- iv. recommend that the funding agency initiate suspension or debarment proceedings against Sub-Recipient,
 - v. deem Sub-Recipient ineligible to receive any further sub-awards from the Council until the deficiency is corrected, or
 - vi. pursue any other available legal or equitable remedy.
- c. *Termination.*
- i. In accordance with Paragraph 11, Part (c), the Council may, in its sole discretion, terminate the Agreement for default or convenience. The termination may be of the Agreement in whole or in part.
 - 1. Default means Sub-Recipient commits any one or combination of the actions described in Paragraph 11, Parts (c)(i)(1)(a) – (g).
 - a. Sub-Recipient has failed or is failing to perform. “Has failed or is failing to perform” means:
 - i. Sub-Recipient has not met or is not meeting project deadlines,
 - ii. Sub-Recipient has not complied or is not complying with the requirements for grant-funded items described in Appendix V,
 - iii. Sub-Recipient has not complied or is not complying with the reporting requirements defined in Paragraph 8.
 - iv. Sub-Recipient has not complied or is not complying with the monitoring provision described in Paragraph 15, Part (a)(iii).
 - b. Except for the provisions noted in Paragraph 11, Part (c)(i)(1)(g), Sub-Recipient has violated or is violating a provision of the Agreement.
 - c. Sub-Recipient has not complied or is not complying with any federal, state, or local laws or any regulations that are pertinent to the Agreement, as the noncompliance is determined by the Council, MoOHS, FEMA, or DHS.
 - d. Sub-Recipient has engaged in or is engaging in the unauthorized use of grant-funded items which means that Sub-Recipient has used or is using the grant-funded equipment, supply cache, or supplies for any purpose other than that provided for in the Agreement.

- e. Sub-Recipient engaged in or is engaging in a misrepresentation of any type during the sub-award process, the invoicing / billing process, or the reporting process, which if known to the Council, MoOHS, FEMA, or DHS would have resulted in the Council not issuing a sub-award to Sub-Recipient or the Council not providing grant-funded equipment, supply cache, or supplies to Sub-Recipient.
 - f. Sub-Recipient has failed or is failing to disclose a/an:
 - i. after-discovered conflict of interest,
 - ii. erroneous certification,
 - iii. violation described in Paragraph 8, Part (c), or
 - iv. debarment / suspension action initiated or instituted by any state or federal government entity.
 - g. Sub-Recipient has violated or is violating Paragraph 2, Part (b), any part of Paragraph 12, or any part of Paragraph 13.
2. Convenience means whenever it is in the best interest of the Council, including but not limited to:
- a. at any time when MoOHS or DHS, including any of its agencies, cancels, rescinds, terminates, or otherwise modifies the agreement that it has with the Council whether in whole or in part,
 - b. at any time when MoOHS, FEMA, or DHS does not have or does not provide funding for the project,
 - c. if MoOHS, FEMA, or DHS does not provide the approvals required by Paragraph 15, Part (a)(iv), or
 - d. at any time when the Council no longer desires to support the project or to support Sub-Recipient's efforts for the project.
- ii. **Cure Period.** Except as indicated in provisions of the Agreement that an immediate termination of the Agreement is permitted, upon Sub-Recipient's default of the Agreement, the Council will provide Sub-Recipient a cure period as follows:
- 1. For a default described in Paragraph 11, Part (c)(i)(1)(a), Sub-Recipient will have a cure period of forty-eight (48) hours (or a longer period as the Council may allow) after Sub-Recipient's receipt from the Council of a written notice specifying the default.
 - a. **Exception.** Upon Sub-Recipient's fourth (4th) failure to meet a project deadline, the Council may, in its sole discretion, immediately terminate the Agreement without providing Sub-Recipient any period to cure the default. This exception applies even if the Council has not previously provided Sub-Recipient a written notice of default. "Failure to meet a project deadline"

means Sub-Recipient does not meet a project deadline and the Council has not provided an express written approval that extends the deadline. The Council's approval must be provided as stated in Paragraph 10.

2. For a default described in Paragraph 11, Parts (c)(i)(1)(b), Sub-Recipient will have a cure period of seven (7) business days (or a longer period as the Council may allow) after Sub-Recipient's receipt from the Council of a written notice specifying the default.
 3. For a default described in Paragraph 11, Parts (c)(i)(1)(c) – (g), Sub-Recipient will not be provided a cure period, and the Council may, in its sole discretion, immediately terminate the Agreement without any penalty to the Council.
 4. **Failure to Cure a Default.** If Sub-Recipient fails to cure a default within the cure period specified in Paragraph 11, Parts (c)(ii)(1) – (2), then the Council, in its sole discretion, may immediately terminate the Agreement without any penalty to the Council.
- iii. Any termination must be effected by the Council's delivery to Sub-Recipient of a written notice specifying whether termination is for the default of Sub-Recipient or for the convenience of the Council and the extent to which the Agreement is terminated ("Termination Notice"). The termination will be effective upon Sub-Recipient's receipt of the Termination Notice. "Receipt" is defined in Paragraph 16, Part (c)(ii)(2).

12. Conflicts of Interests & Gratuities.

a. *Conflicts of Interests.*

- i. **Interest of Sub-Recipient.** Sub-Recipient covenants that it presently has no interest and shall not acquire any interest (direct or indirect) which would conflict in any manner or degree with the work Sub-Recipient must perform under the Agreement. In the performance of the Agreement, Sub-Recipient will not employ any person having these types of interests. Sub-Recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of a personal or organizational conflict of interest or personal gain.
- ii. **Interest of Members of or Delegates to Congress.** Sub-Recipient shall not admit any members of or delegates to the Congress of the United States to any share or part of the Agreement or to any benefit arising from the Agreement.

- b. *Gratuities.* If the Council finds that Sub-Recipient or any agent or representative of Sub-Recipient offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the Council (including the St. Louis Area Regional Response System or "STARRS"), MoOHS, FEMA, or DHS and the gratuities were given

with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of the Agreement, then the Council may immediately terminate the Agreement and may pursue other rights and remedies provided by law or under the Agreement. The Council's finding must be reached after the Council provides notice to Sub-Recipient and conducts a hearing on the matter.

13. Certifications.

- a. *Lobbying Certification.*
 - i. Sub-Recipient certifies compliance with 31 U.S.C. § 1352, and implemented at 44 CFR Part 18 covering government-wide restrictions on lobbying, which provides that no federal appropriated funds have been paid or will be paid, by or on behalf of Sub-Recipient, to any person for influence or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - ii. Sub-Recipient further certifies that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - iii. This certification is a material representation of fact upon which reliance was placed when the Council determined whether to enter into this transaction. Sub-Recipient's submission of this certification is a prerequisite for the Council making or entering into this transaction, as the requirement is imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure to file the required certification.
 - iv. Sub-Recipient shall include the language of Paragraph 13, Parts (a)(i) – (iii) in the contracts documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative contracts) and that all subcontractors shall certify and disclose accordingly.
 - v. **Prohibition on Lobbying.** Sub-Recipient shall not use any federal funds, either directly or indirectly in support of the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval of the Council, MoOHS, FEMA, or DHS.

- b. *Debarment, Suspension and Other Responsibility Matters Certification.*
- i. Sub-Recipient certifies that:
1. it will comply with Executive Order 12549, Executive Order 12689, and 2 CFR Part 180 as supplemented by 2 CFR Part 3000,
 2. to the best of its knowledge and belief, it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency,
 3. it shall not knowingly enter into any lower tier covered transaction with a person who is or an entity that is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing, by the Council, and
 4. it shall review the “Excluded Parties Listing System” at <https://sam.gov/content/home> and the Missouri “Suspended Vendors List” at <https://purch.oa.mo.gov/media/pdf/suspendeddebarred-vendors> to ensure that it does not enter into any lower tier covered transaction with a person who or firm that is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- ii. Sub-Recipient’s certification is a material representation of fact upon which reliance was placed when the Council determined whether to enter into this transaction. If it is later determined that Sub-Recipient knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Council may terminate the Agreement for cause. Sub-Recipient shall provide immediate written notice to the Council if at any time Sub-Recipient learns that its certification was erroneous because of changed circumstances.
- iii. Sub-Recipient shall include Paragraph 13, Parts (b)(i)(1) – (4) in all lower tier covered transactions and in all solicitations for lower tier covered transactions. Sub-Recipient may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless Sub-Recipient knows the certification is erroneous.
- c. *Federal Debt Status Certification.* In order to be eligible to receive payments under the Agreement, Sub-Recipient must be non-delinquent in its repayment of any federal debt, including but not limited to, delinquent payroll and other taxes, audit disallowances, and benefits overpayments. Sub-Recipient certifies that it is not currently delinquent in its repayment of any federal debt and shall notify the Council immediately if Sub-Recipient will be in breach of this Paragraph 13, Part (c). The Council may immediately terminate the Agreement in the event that Sub-Recipient breaches this Paragraph 13, Part (c).
- d. *Non-Supplanting Certification.* Sub-Recipient certifies that the federal financial assistance anticipated under the Agreement will be used to supplement existing local funds or resources and will not be used to replace (supplant) local funds or resources

that have been appropriated for the same purpose. Sub-Recipient shall provide, upon the Council's request, documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal financial assistance.

- e. *Duplication of Benefits Certification.* Sub-Recipient is required to comply with 2 CFR Part 200 § 200.405(c) which provides that any cost allocable to a particular federal award or cost objective under the principles provided for in the CFR may not be charged to other federal awards in order to overcome fund deficiencies. Sub-Recipient certifies that it will comply with these requirements and acknowledges that, in the event that Sub-Recipient fails to so comply, the Council may immediately terminate the Agreement.

14. Inspections and Access to Records & Records Retention.

- a. *Inspections and Access to Records.* Sub-Recipient shall allow the Council, MoOHS, FEMA, DHS, the Comptroller General of the United States, or any of these entities' duly authorized representatives, to review and inspect the work performed under the Agreement or the grant-funded equipment, supply caches, or supplies. Sub-Recipient shall also provide each entity access to Sub-Recipient's premises and all documents, papers, or other records of every description which are pertinent to the Agreement. Sub-Recipient will grant this access to each entity for purposes of the entity making audits, examination, excerpts, and transcriptions. This right of access also includes timely and reasonable access to Sub-Recipient's personnel for the purpose of interview and discussion related to the records. Each entity's inspection may occur at any time. The Council, if prior notice is warranted and possible, will notify Sub-Recipient in advance of the Council's intent to conduct an inspection. The right of access to conduct inspections, audits, examinations, etc. that is described in this Paragraph 14, Part (a) shall remain in place for as long as the records are retained by Sub-Recipient or for the term described in Paragraph 2, Part (b), whichever is the longer period, and does not expire at the end of the records retention period described in Paragraph 14, Part (b).
- b. *Records Retention.*
 - i. Sub-Recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement. Sub-Recipient shall retain these records for at least five (5) years from the date provided by the Council in writing. Sub-Recipient's retention is required for purposes of state and federal examination and audit. Sub-Recipient may retain the records in an electronic, machine readable format.
 - ii. The retention requirement extends, but is not limited to, books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, cancelled checks, and related documents and records. Source documents include copies of the Agreement and Sub-Recipient's financial and narrative reports. Personnel and payroll records include the time and attendance reports for all individuals paid as part of the project, whether the individuals are employed full-time or part-time.

- iii. If any litigation, claim, negotiation, audit, or other action involving the records has started before the expiration of the five (5) year retention period described in Paragraph 14, Part (b)(i), then Sub-Recipient shall retain the records until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- iv. The records retention period may be extended if Sub-Recipient is notified in writing by the Council that the records retention period has been extended. The Council's written notice will specify the time frame for the extended records retention period.
- v. Sub-Recipient shall adequately protect records against fire or other damage.

15. Administrative & Statutory and Regulatory Requirements.

a. *Administrative Requirements.*

- i. **Council, MoOHS, and DHS Requirements.** Sub-Recipient shall at all times comply with all applicable MoOHS, FEMA, and DHS regulations, policies, procedures, and directives, including without limitation, the requirements provided in the Omni Circular, administrative requirements of MoOHS's "Administrative Guide for Homeland Security Grants" and Information Bulletins, as each may be amended or updated from time-to-time and that are available at: dps.mo.gov/dir/programs/ohs/grantstraining; and any other regulations, policies, procedures, and directives that govern the project whether listed directly or by reference in the Agreement. Sub-Recipient acknowledges and understands that the administrative requirements of MoOHS **are effective upon issuance**, and that Sub-Recipient shall comply with the then-current requirements. Sub-Recipient's failure to so comply will constitute a material breach of the Agreement.
- ii. **Incorporation of MoOHS Agreement.** All contractual provisions required by MoOHS, FEMA, or DHS are set forth in Appendix IV. Sub-Recipient shall comply with Articles II through XLIV of Appendix IV and shall include each of these provisions in any subcontract that Sub-Recipient enters into under the Agreement. Except when the Agreement provides more restrictive terms, all of the MoOHS, FEMA, or DHS mandated terms will be deemed to control in the event of a conflict with other provisions contained in the Agreement. Sub-Recipient shall not perform any act, fail to perform any act, or refuse to comply with any Council requests that would cause the Council to be in violation of Appendix IV.
 - 1. **Law Enforcement Agency Sub-Recipients.** Sub-Recipients that are law enforcement agencies must comply with the requirements of section 12(c) of Executive Order 14074. Sub-Recipient law enforcement agencies are also encouraged to adopt and enforce policies consistent with Executive Order 14704 to support safe and effective policing. Sub-Recipients that are law enforcement agencies must also comply with Missouri Department of Public Safety, OHS, specific provisions governing law enforcement agencies, as applicable. If applicable, the requirements will be described in Appendix IV.

2. **Fire Protection Agency Sub-Recipients.** Sub-Recipients that are fire protection agencies, must comply with Missouri Department of Public Safety, OHS, specific provisions governing fire protection agencies, as applicable. If applicable, the requirements will be described in Appendix IV.
- iii. **Sub-Recipient Risk Assessment and Monitoring.**
1. **Sub-Recipient Risk Assessment.** Pursuant to the Omni Circular § 200.231(b) the Council conducted a risk assessment of Sub-Recipient and assigned Sub-Recipient a risk rating with respect to Sub-Recipient’s ability to comply with the requirements expressed in the Agreement and that govern the grant program. Based on the Council’s assessment, Sub-Recipient was assigned a low risk rating; therefore, the Agreement does not include any special terms or conditions.
 - a. **Risk Rating Modification.** The Council may modify Sub-Recipient’s risk rating based on the results of the monitoring. If the Council modifies Sub-Recipient’s to a level that requires additional monitoring or special terms and conditions, the Council will notify Sub-Recipient in writing via a method described in Paragraph 16, Part (c)(i). If special terms and conditions need to be added to the Agreement, the changes must be implemented through a written amendment to the Agreement signed by both Parties.
 2. **Monitoring.** Throughout the term of the Agreement described in Paragraph 2, Part (a) and the period described in Paragraph 2, Part (b), the Council will conduct regular monitoring of Sub-Recipient, which may include site visits. Sub-Recipient must cooperate in the Council’s efforts to conduct the monitoring. Sub-Recipient’s cooperation includes, but is not limited to:
 - a. providing the Council timely access to Sub-Recipient’s facilities and records that pertain to the Agreement;
 - b. providing, in a timely manner, copies of documents, reports, and other materials that pertain to the Agreement;
 - c. making its staff available to meet with the Council during the monitoring; and
 - d. timely responding to the Council’s requests for information.
- iv. **Environmental and Historic Preservation (“EHP”) Reviews.**
1. **EHP Approval Required.** The project anticipated by the Agreement does not include work that is subject to EHP review and approval. Sub-Recipient may not begin any work at the Project Site(s) that may require an EHP review and approval until it has been notified in writing by the Council that the EHP approval has been obtained for the Project Site(s) or that an EHP approval is not required for the Project Sites(s) and the

Agreement has been amended to include the required work. Sub-Recipient shall comply with all conditions placed on the project as a result of the EHP review or any subsequent EHP modification review.

2. **Modifications.** Once Sub-Recipient has notified the Council of the Project Site(s) and MoOHS / FEMA has either provided its EHP approval for the Project Site(s) or has indicated that an EHP approval is not required for the Project Sites(s), any change to the approved project scope of work, as described in Paragraph 3, Part (b), or the Project Site(s) will require re-evaluation for compliance with the EHP requirements.
 - a. Sub-Recipient must not undertake any changes to the approved scope of work or the Project Site(s) without the prior written approval of one of the Council's authorized officials as designated in Paragraph 10, Part (a). Sub-Recipient shall notify the Council in writing, no less than seven (7) calendar days after Sub-Recipient becomes aware that a change to the approved scope of work or the Project Site(s) is required or needed. Sub-Recipient must submit its notification to the Council's point of contact designated in Paragraph 16, Part (a)(i)(1).
 - b. In the event that changes to the scope of work or the Project Site(s) are required, Sub-Recipient must cease all work for the project until Sub-Recipient is notified in writing by the Council that an EHP modification has been provided by MoOHS / FEMA and that Sub-Recipient is authorized to continue the project work.
3. **Ground Disturbance.** Ground disturbance activities are not anticipated for the project and are not authorized. If ground disturbance activities occur during project implementation, Sub-Recipient must immediately cease project work in that area and notify the Council in writing. Sub-Recipient may not continue the project work unless and until it has received written authorization from the Council. Sub-Recipient must submit its notification to the Council's point of contact designated in Paragraph 16, Part (a)(i)(1).
4. **Ineligible Costs.** *Any installation activities or ground disturbance activities that have been initiated before the full EHP review and approval or any installation activities or ground disturbance activities that have been initiated before any required EHP modification is obtained could result in a non-compliance finding. Additionally, the costs associated with the unauthorized / non-approved activities may be deemed ineligible for reimbursement. If the costs are deemed ineligible by the Council, MoOHS, FEMA, or DHS, these costs shall*

become the sole responsibility of Sub-Recipient. If the Council has reimbursed Sub-Recipient for any costs associated with the unauthorized / non-approved activities, then Sub-Recipient must return to the Council all amounts paid by the Council, plus an amount due for any interest that is charged to the Council by the funding agency for these ineligible costs.

5. **Cooperation Required.** Sub-Recipient must cooperate fully with the Council, MoOHS, FEMA, DHS, or any combination of these entities during the EHP review or any EHP modification review process, including, but not limited to: providing all requested documentation and information, granting access to the Project Site(s), and fulfilling information requests in a timely manner.

- v. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Sub-Recipient, and any of its subcontractors, subconsultants, consultants, vendors, etc., will comply with the Omni Circular, §§ 200.216, 200.327, 200.471, and Appendix II, as amended, the prohibitions described in § 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, P.L. 115-232, and FEMA Policy #405-143-1 that prohibit contracting for covered telecommunications equipment or services. The terms expressed in Appendix A of FEMA Policy #405-143-1 are incorporated by reference into and made a part of the Agreement. Sub-Recipient shall include the language of Paragraph 15, Part (a)(v) in the contract documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative contracts). The full text of FEMA Policy #405-143-1 and Appendix A are available at:
www.fema.gov/sites/default/files/documents/fema_prohibitions-expending-fema-award-funds-covered-telecommunications-equipment-services.pdf.

- vi. **Domestic Preferences for Procurements.** Sub-Recipient, and any of its subcontractors, subconsultants, consultants, vendors, etc., will comply with the Omni Circular, § 200.322, as amended, the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act, and Executive Order 14005 which require that, to the extent appropriate and consistent with law and to the greatest extent practicable, Sub-Recipient and any of its sub-recipients, consultants, vendors, or subcontractors, will purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufacture products) when procuring goods under the Agreement. Sub-Recipient shall include the language of Paragraph 15, Part (a)(vi) in the contract documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative contracts).

- vii. **Terrorist Financing.** Sub-Recipient must comply with Executive Order 13224 and U.S. laws that prohibit transaction with, and the provision of resources and support to, individuals and organizations associated with terrorism. Sub-Recipient is legally responsible to ensure compliance with the Order and laws.

b. *Statutory and Regulatory Requirements.*

i. **Civil Rights.**

1. **Nondiscrimination Statutes, Orders, and Regulations.** As required by federal law, Sub-Recipient certifies that it will comply with all applicable federal and state statutes, executive orders, and regulations, relating to nondiscrimination and equal opportunity, including, but not limited to those described in Articles VII, VIII, X, XI, XVI, XXIV, XXVII and XXXII of Appendix IV.
2. **Equal Employment Opportunity.** Sub-Recipient shall comply with the requirements of Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented by U.S. Department of Labor ("DOL") regulations (41 CFR Chapter 60).
3. **Nondiscrimination Assurances.**
 - a. Sub-Recipient shall not discriminate on the basis of race, color, national origin, religion, sex, disability, or age of an individual in the performance of the Agreement. Sub-Recipient shall carry out the applicable requirements of 6 CFR Part 21 in the award and administration of DHS assisted contracts.
4. Sub-Recipient's failure to carry out the requirements set forth in Paragraph 15, Part (b)(i) will constitute a breach of contract and the Council may enforce certain remedies against Sub-Recipient including, but not limited to, those remedies expressed in Paragraph 11, Part (b).

- ii. **Freedom of Information and Missouri Sunshine Act.** Sub-Recipient understands and acknowledges that the Missouri Sunshine Act ("Sunshine Act"), Section 610-010 *et seq.* RSMo, may apply to the information and documents, both paper and electronic, submitted to the Council regarding the work performed under the Agreement. All materials submitted to the Council that are related to the project work will become agency records and are or may be subject to the Sunshine Act and to public release through individual Sunshine Act requests, unless the Council determines that a valid exemption under the Sunshine Act applies. The Council has adopted a presumption of disclosure; therefore, the Council does not consent to honor any "routine" confidentiality statements that may appear on any printed or electronic documents or correspondence (e.g. letters, e-mails) that accompany the submission of project information, absent a requirement under federal or state law or regulation that the information must be kept confidential. Sub-Recipient shall clearly and specifically mark genuinely confidential or privileged information and shall justify the information as confidential or privileged. The Council will review the documents and information that are the subject of each Sunshine Act request, as permitted by federal or state law or regulation, and determine the extent to which the Council must or should exercise its discretion and withhold those documents. Further, Sub-Recipient understands and acknowledges that the applicability of the Sunshine Act or the Council's exercise of discretion to

withhold a document does not affect MoOHS's, FEMA's, or DHS's right to make a separate determination about the disclosure of a document related to the project under the Sunshine Act or the Federal Freedom of Information Act ("FOIA"), 5 U.S.C. § 552; however, if MoOHS, FEMA, or DHS makes the determination that a document may be disclosed under the Sunshine Act or FOIA, the Council will presume that the document is subject to disclosure under the Sunshine Act unless Sub-Recipient demonstrates otherwise.

- iii. **Audit Required.** If, during its fiscal year, Sub-Recipient expends \$1,000,000 or more of federal financial assistance from all sources, including federal funds and grant-funded equipment, supply caches, or supplies received under the Agreement, Sub-Recipient is required to have an independent annual single or program-specific audit conducted in accordance with the Omni Circular, specifically 2 CFR Part 200, Subpart F – *Audit Requirements* ("Subpart F"). **Sub-Recipient shall submit a copy of its audit report to the Council via mail or e-mail or provide the Council with an internet link to the audit report via e-mail within thirty (30) calendar days after Sub-Recipient receives a copy of its auditor's report.** Subject to the requirements of the Omni Circular Subpart F, if Sub-Recipient expends less than \$1,000,000 of federal financial assistance in its fiscal year, then Sub-Recipient may be exempt from the auditing requirements for that year; however, records must be available for review or audit by applicable state and federal authorities. If Sub-Recipient is exempt from the auditing requirements, then Sub-Recipient shall submit to the Council a letter certifying that Sub-Recipient is exempt from the auditing requirements. If this letter is required, then Sub-Recipient shall submit its letter to the Council no less often than annually during the performance period. Sub-Recipient's audit report or letter must be submitted to the Council's point of contact designated in Paragraph 16, Part (a)(i)(1). The Council reserves the right to independently audit or review the expenditures made under the Agreement.
- iv. **Copyrights.** Under 2 CFR Part 200 § 200.315(b), DHS / FEMA reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to reproduce, publish, or use, for federal government purposes, the copyright in any work developed under the Agreement and any rights of copyright to which Sub-Recipient purchases ownership with the funds, whether in whole or in part, under the Agreement. Unless broader rights are granted elsewhere in the Agreement, the Council, at a minimum, reserves the same right that is granted to DHS / FEMA under this Paragraph 15, Part (b)(iv).
- v. **Patents.** In the event that the work Sub-Recipient completes under the Agreement results in a discovery or an invention or a discovery or invention arises or is developed during the course of the Agreement, then Sub-Recipient shall comply with all relevant federal laws, regulations, executive orders, or memorandums that pertain to the federal government's rights with regard to inventions or discoveries that arise from, are developed during the course of, or are created under an agreement supported in whole or in part with federal funds. Specifically, Sub-Recipient will adhere to the Bayh-Dole Act, 35 U.S.C. §§ 200 *et seq.*, as amended, and implementing regulations at 2 CFR Part 200 § 200.315(c) and 37 CFR Part 401. Sub-Recipient shall promptly report inventions

or discoveries to the Council, but in no event shall Sub-Recipient make this report later than seven (7) calendar days after a report is required; this report must be made in accordance with Paragraph 16, Part (c)(i). Sub-Recipient shall cooperate fully with the Council, MoOHS, FEMA, or DHS as it pertains to the federal government determining its rights to any patentable materials or items. As stated in 37 CFR Part 401.14, at a minimum, DHS / FEMA reserves a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world. Unless broader rights are granted elsewhere in the Agreement, the Council, at a minimum, reserves the same license that is granted to DHS / FEMA under this Paragraph 15, Part (b)(v).

- vi. **Other Data.** DHS / FEMA has the right to obtain, reproduce, publish, or otherwise use the data produced under the Agreement and to authorize others to receive, reproduce, publish, or otherwise this data for federal government purposes. Unless broader rights are granted elsewhere in the Agreement, the Council, at a minimum, reserves the same right that is granted to DHS / FEMA under this Paragraph 15, Part (b)(vi). As described in 2 CFR Part 200 § 200.315 (e), Sub-Recipient is required to provide to the Council, DHS, FEMA, or any of these entities' duly authorized representatives a copy of research data produced under the Agreement.
- vii. **Clean Air Act and Federal Water Pollution Control Act.**
 - 1. Sub-Recipient shall comply with all applicable standards, orders, and regulations issued under the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.* Sub-Recipient shall report each recognized violation to the Council and understands and the Council will, in turn, report each recognized violation as required to assure notification to DHS or FEMA and the appropriate Environmental Protection Agency Regional Office.
 - 2. Sub-Recipient shall include these requirements in each subcontract made under the Agreement that exceeds \$150,000.
- viii. **Labor Statutes and Regulations.** As applicable, Sub-Recipient shall comply and ensure compliance on behalf of its employees, with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) as supplemented by U.S. DOL regulations (29 CFR Part 5), the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) as supplemented by DOL regulations (29 CFR Part 3), and Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708) as supplemented by DOL regulations (29 CFR Part 5).

16. Contact Information, Mailing Addresses & Notices.

a. *Contact Information.*

i. **The Council's Point of Contact.** The Council's points of contact are as follows:

1. The point of contact for reports (e.g. inventory reports, mileage logs, progress reports) and questions regarding the provisions of the Agreement, budgeting, and approvals / authorizations is Leah Watkins, East-West Gateway Council of Governments, 1 S. Memorial Drive, Suite 1600, St. Louis, MO 63102; leah.watkins@ewgateway.org; 314-421-4220 (phone) or 314-231-6120 (fax).
2. The project point of contact is Samantha Lewis, Director of Regional Security / STARRS, 1 S. Memorial Drive, Suite 1600, St. Louis, MO 63102; samantha.lewis@ewgateway.org; 314-421-4220 (phone) or 314-231-6120 (fax).

ii. **Sub-Recipient's Point of Contact.** Sub-Recipient's points of contact are as follows:

1. The point of contact is Brian Strubberg, City of St. Charles Fire Department, 3201 Boschertown Rd., St. Charles, MO 63301; brian.strubberg@stcharlescitymo.gov; 314-608-5834.

iii. **Changes to Points of Contact or Addresses.** The Parties shall inform each other of any changes in points of contact and contact information, including the organization's name, address, telephone number, and e-mail. This notice may be given by one or both of a fax or an e-mail to the point of contact identified in Paragraph 16, Part (a)(i)(1) or (ii)(1), respectively, or one of the methods noted in Paragraph 16, Part (c)(ii).

b. *Mailing Addresses.* The mailing addresses of the Council and Sub-Recipient are as follows:

i. **The Council:**

Executive Director
East-West Gateway Council of Governments
1 S. Memorial Drive, Suite 1600
St. Louis, MO 63102

ii. **Sub-Recipient:**

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

c. *Notices.*

- i. **Faxed / E-mailed Notices Allowed.** Except as described in Paragraph 16, Part (c)(ii), any written notices, requests, or authorizations (together referred to as “Notices”) that are described in the Agreement may be submitted and received via fax or e-mail. Notices described in this Paragraph 16, Part (c)(i) will be effective upon first receipt, unless otherwise specified in the Agreement. For Notices described in this Paragraph 16, Part (c)(i), “receipt” means when the Notice is received by the designated point of contact of either Sub-Recipient or the Council as evidenced by the date and time stamp electronically assigned to the fax or e-mail.
- ii. **Mailed / Delivered Notices Required.**
 1. Notices required by Paragraph 11, except for a Termination Claim described in Paragraph 11, Part (c)(iv)(7) and a request described in Paragraph 11, Part (c)(iv)(7)(a), will be deemed given only if given in writing, and delivered to the party’s address noted in Paragraph 16, Part (b) by:
 - a. hand delivery,
 - b. Federal Express (“FedEx”), United Parcel Service (“UPS”), or similar service, or
 - c. U.S. Postal Service registered or certified mail, postage prepaid and return receipt requested.
 2. Notices described in Paragraph 16, Part (c)(ii)(1) will be effective upon first receipt, unless otherwise specified in the Agreement. For notices described in Paragraph 16, Part (c)(ii)(1), “receipt” means when the notice arrives at the address noted in Paragraph 16, Part (b), as indicated by the first of either one of: the signature of a person employed by or designated by the Council or Sub-Recipient, or the delivery date noted on mail/delivery service tracking receipt/slip/other tracking document including internet based or electronic documents (i.e. e-mail or information downloaded from a website).

17. General Terms.

- a. *Flow Down Provisions.* Sub-Recipient shall include certain provisions of the Agreement, including the Appendices, in all subcontracts that Sub-Recipient enters into under the Agreement. Sub-Recipient will coordinate with the Council to ensure that all of the required flow-down provisions are properly included in any subcontract Sub-Recipient issues under the Agreement.

- b. *Information Obtained Through Internet Links.* The Council does not guarantee the accuracy of the information accessed through the internet links provided in the Agreement. Sub-Recipient understands that any information it obtains through an internet link contained in the Agreement may not represent an official version of the federal law, state law, regulation, or directive and may be inaccurate; therefore, any information obtained through an internet link is neither incorporated by reference nor made a part of the Agreement unless the information represents the official version of the law, regulation, or directive.
- c. *Federal Changes.* The Council and Sub-Recipient understand that federal laws, regulations, and directives applicable on the date on that DHS awards federal assistance for the Agreement may be modified from time-to-time. In particular, new federal laws, regulations, and directives may become effective after the effective date of the Agreement. The most recent of the federal laws, regulations, and directives will apply to the administration of the Agreement at any particular time, except to the extent that DHS determines otherwise in writing.
- d. *No Obligation by the Federal Government.*
 - i. The Council and Sub-Recipient acknowledge that, despite any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to the Agreement and will not be subject to any obligations or liabilities to the Council, Sub-Recipient, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying agreement.
 - ii. Sub-Recipient shall include Paragraph 17, Part (d)(i) in each subcontract financed in whole or in part with federal funds provided by DHS. Sub-Recipient shall not modify Paragraph 17, Part (d)(i), except to identify the subcontractor that will be subject to its provisions.
- e. *Assignability.* Sub-Recipient shall not assign, transfer, or delegate any interest in the Agreement without the prior written consent of the Council.
- f. *Governing Law.* The Agreement will be interpreted under and governed by the laws of the State of Missouri.
- g. *Jurisdiction and Venue.* Any action at law, suit in equity, or other judicial proceeding to enforce or construe the Agreement, or regarding its alleged breach, will be instituted only in the Circuit Court of St. Louis City, Missouri.
- h. *Waiver.* No waiver by either party of any default will be deemed as a waiver of any prior or subsequent default of the same or other provisions of the Agreement, or of the Parties' right to insist on strict compliance with the Agreement after a waiver is given.
- i. *Agreement Binding on Successors.* Unless otherwise prohibited by the Agreement, the Agreement will be binding upon and will inure to the benefit of the Parties of the Agreement, their heirs, administrators, and successors.

- j. *Integration.* The Agreement constitutes the entire understanding of the Parties, and revokes and supersedes all prior agreements between the Parties and is intended as a final expression of their agreement. It may not be modified or amended except in writing and when accomplished in accordance with Paragraph 10.
- k. *Survival of Terms.* All provisions of the Agreement which by their nature should survive termination or expiration of the Agreement will survive, including but not limited to: provisions regarding equipment and supplies, liability and insurance coverage, indemnification, copyrights, patents, other data, audits, inspections, access to records, retention of records, and sub-recipient monitoring.
- l. *Severability.* In the event that any of the terms or provisions of the Agreement are declared void or unenforceable for any reason, the remaining terms and provisions of the Agreement will remain in full force and effect and will not be affected by the declaration.

Appendix II: Federal Award Information

This Appendix II: Federal Award Information provides the information about the Federal sources of funding for the East-West Gateway Council of Governments and the City of St. Charles, Missouri Financial Assistance Sub-Award Agreement.

Grant Year & Name	FAIN	Award Date(s)	Award Amount
2022 Urban Area Security Initiative (UASI)	EMW-2022-SS-00094	09/01/2022 (Federal); 10/21/2022 (State)	\$3,610,000.00

Appendix III: Equipment & Supplies List

This Appendix III: Equipment & Supplies List describes the grant-funded equipment or supplies that East-West Gateway Council of Governments will provide to the City of St. Charles, Missouri under the terms of the Financial Assistance Sub-Award Agreement.

Item Description	Purpose / Project	Item Type (Equipment or Supply)	QTY	Per Unit Cost	Per Unit Discounts	Per Unit Acquisition Cost	Total Acquisition Costs	Project Site(s)	ALN #	Grant Year & Name	FAIN
Rescue Tools	Urban Search & Rescue	Equipment	2	\$1,522.50	\$0.00	\$1,522.50	\$3,045.00	3201 Boschertown Rd., St. Charles, MO 63301	97.067	2022 Urban Areas Security Initiative (UASI)	EMW-2022-SS-00094
Rescue Supplies	Urban Search & Rescue	Equipment	10	\$360.00	\$0.00	\$360.00	\$3,600.00	3201 Boschertown Rd., St. Charles, MO 63301	97.067	2022 Urban Areas Security Initiative (UASI)	EMW-2022-SS-00094
Total Acquisition Costs							\$6,645.00				



Missouri Department of Public Safety
Office of Homeland Security
Division of Grants
 P.O. Box 749, Jefferson City, MO 65101
 Telephone: 573-526-6125 Fax: 573-526-9012

SUBAWARD AGREEMENT

SUBRECIPIENT NAME East-West Gateway Council of Governments		DATE 10/21/2022	
ADDRESS 1 South Memorial Drive, Ste. 1600		FEDERAL IDENTIFICATION NUMBER EMW-2022-SS-00094	OHS CONTROL NUMBER U1
CITY St. Louis		STATE MO	ZIP CODE 63102
TOTAL AMOUNT OF THE FEDERAL AWARD \$3,610,000.00		AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION \$3,610,000.00	
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT \$3,610,000.00		TOTAL APPROVED COST SHARING OR MATCHING \$0.00	
PROJECT PERIOD FROM 09/01/2022	PROJECT PERIOD TO 08/31/2025	FEDERAL AWARD DATE 09/01/2022	
PROJECT TITLE FY22 – St. Louis UASI		FUNDED BY FY 2022 Homeland Security Grant Program	
FEDERAL AWARDCING AGENCY Department of Homeland Security	PASS THROUGH ENTITY MO Department of Public Safety/Office of Homeland Security	IS THIS AWARD R&D YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	INDIRECT COST RATE YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> AMOUNT \$252,522.78
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER 97.067		METHOD OF PAYMENT (Reimbursement – Advanced) Reimbursement	

CONTACT INFORMATION

OHS GRANT SPECIALIST		SUBRECIPIENT PROJECT DIRECTOR	
NAME Chelsey Call		NAME James M. Wild, Executive Director	
E-MAIL ADDRESS Chelsey.Call@dps.mo.gov		ADDRESS (If different from above) 1 South Memorial Drive, Ste. 1600	
TELEPHONE (573) 526-9203		CITY, STATE AND ZIP CODE St. Louis, MO 63102	
PROGRAM MANAGER Joni McCarter		TELEPHONE 314-421-4220	E-MAIL ADDRESS jim.wild@ewgateway.org

SUMMARY DESCRIPTION OF PROJECT
 The purpose of the FY 2022 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goals to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization or community, but rather, require the combined effort of the whole community. The UASI Program assists high-threat, high density Urban Areas in efforts to build and sustain the capabilities necessary to prevent, protect against, mitigate, respond to, and recover from acts of terrorism.

AWARDING AGENCY APPROVAL

SUBRECIPIENT AUTHORIZED OFFICIAL

TYPED NAME AND TITLE OF DPS OFFICIAL Sandra K. Karsten, Director		TYPED NAME & TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL James Wild, Executive Director	
SIGNATURE OF APPROVING DPS OFFICIAL <i>Sandra K. Karsten</i>	DATE 12-27-2022	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL <i>James M. Wild</i>	DATE 12/20/2022

THIS SUBAWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUBAWARD AGREEMENT THE SUBRECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.

GRANT PROGRAM FY 2022 Urban Areas Security Initiative	SUBRECIPIENT East-West Gateway Council of Governments
AWARD NUMBER EMW-2022-SS-00094-U1	DATE 10/21/2022
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AUTHORIZED OFFICIAL INITIALS <i>aw</i>

GRANT PROGRAM FY 2022 Urban Areas Security Initiative	SUBRECIPIENT East-West Gateway Council of Governments
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Article I – Summary Description of Award

The purpose of the FY 2022 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

Article II – DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2022 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article III – Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency.

II. DHS/OHS financial assistance subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2 Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement the subrecipient and its executives, as defined in 2 C.F.R. section 170.315, certify that the subrecipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article IV – General Acknowledgements and Assurances

All subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities and staff.

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GRANT PROGRAM FY 2022 Urban Areas Security Initiative	SUBRECIPIENT East-West Gateway Council of Governments
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1. Subrecipients must cooperate with any compliance reviews or compliance investigations conducted by DHS/OHS.
2. Subrecipients must give DHS/OHS access to, and the right to examine and copy records, accounts and other documents and sources of information related to the award and permit access to facilities or personnel.
3. Subrecipients must submit timely, complete and accurate reports to the appropriate DHS/OHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identified steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to civilrightsevaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article V – Acknowledgement of Federal Funding from DHS

Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article VI – Activities Conducted Abroad

Subrecipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VII – Age Discrimination Act of 1975

Subrecipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

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Article VIII – Americans with Disabilities Act of 1990

Subrecipients must comply with the requirements of Titles I, II and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended 42 U.S.C. sections 12101-12213), which prohibits subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article IX – Best Practices for Collection and Use of Personally Identifiable Information (PII)

Subrecipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article X – Civil Rights Act of 1964 – Title VI

Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XI – Civil Rights Act of 1968

Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XII – Copyright

Subrecipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U. S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XIII – Debarment and Suspension

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180, as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs and activities.

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GRANT PROGRAM FY 2022 Urban Areas Security Initiative	SUBRECIPIENT East-West Gateway Council of Governments
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Article XIV – Drug-Free Workplace Regulations

Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XV – Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude subrecipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XVI – Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XVII – Energy Policy and Conservation Act

Subrecipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XVIII – False Claims Act and Program Fraud Civil Remedies

Subrecipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XIX – Federal Debt Status

All subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XX– Federal Leadership on Reducing Text Messaging while Driving

Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

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GRANT PROGRAM FY 2022 Urban Areas Security Initiative	SUBRECIPIENT East-West Gateway Council of Governments
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Article XXI – Fly America Act of 1974

Subrecipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXII – Hotel and Motel Fire Safety Act of 1990

Subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXIII – John S. McCain National Defense Authorization Act of Fiscal Year 2019

Subrecipients, their contractors, and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors, and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXIV – Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXV– Lobbying Prohibitions

Subrecipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to the federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVI – National Environmental Policy Act

Subrecipients must comply with the requirements of the *National Environmental Policy Act of 1969*, Pub. L. No. 91-190 (1970) (codified as amended at 43 U.S.C. section 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can

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exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXVII – Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXVIII – Non-Supplanting Requirement

Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXIX – Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All subrecipients must comply with any such requirements set forth in the program NOFO.

Article XXX – Patents and Intellectual Property Rights

Subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq., unless otherwise provided by law. Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXXI – Procurement of Recovered Materials

Subrecipients must comply with section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXII – Rehabilitation Act of 1973

Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXIII – Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the subrecipient's currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part

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200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXIV – Reporting Subawards and Executive Compensation

Subrecipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F. R. Part 170, Appendix A, the full text of which is incorporated here by the reference in the award terms and conditions.

Article XXXV – Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desk, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, subrecipients may apply for, and the agency may grant, a waiver from these requirements.

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a. When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

1. Applying the domestic content procurement preference would be inconsistent with public interest;
2. The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
3. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office. There may be instances where an award qualifies, in whole, or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure. For awards by other DHS components, please contact the applicable DHS FAO.

To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see Programs and Definitions: Build America, Buy America Act.

Article XXXVI – SAFECOM

Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXVII – Terrorist Financing

Subrecipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Subrecipients are legally responsible to ensure compliance with the Order and laws.

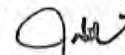
Article XXXVIII – Trafficking Victims Protection Act of 2000 (TVPA)

Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000, (TVPA) (codified as amended by 22 U.S.C. section 7104). The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XXXIX – Universal Identifier and System of Award Management

Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

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Article XL– USA PATRIOT Act of 2001

Subrecipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XLI – Use of DHS Seal, Logo and Flags

Subrecipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLII – Whistleblower Protection Act

Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. section 2409, 41 U.S.C. 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLIII – Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding required subrecipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the OHS/Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLIV – Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award, state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLV – Office of Homeland Security, Specific

By accepting this award, the subrecipient agrees:

1. To participate in the development and submission of their Threat and Hazard Identification and Risk Assessment (THIRA).

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2. To utilize standard resource management concepts, such as typing inventorying, organizing and tracking resources that facilitate the identification, dispatch, deployment and recovery of their resources.
3. To coordinate with their stakeholders to examine how they integrate preparedness activities across disciplines, agencies, and levels of government.
4. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$1,000. Expenditures for equipment shall be in accordance with the approved budget. The subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by OHS, you must request instructions from OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313 and the OHS Administrative Guide.
5. Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.
6. For Contractual Services the following general requirements will be followed when subcontracting for work or services contained in this grant award:
 - a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided, which shall not exceed the length of the grant period.
 - b. As described in the OHS Administrative Guide for Homeland Security Grants, a copy of any contractual agreement made as a result of this award must be forwarded to OHS for review or be readily available for review prior to execution of the contract.
7. OHS reserves the right to terminate any contract entered into as a result of this grant award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the subrecipient under the contract shall, at the option of the OHS, become property of the State of Missouri. The subrecipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.
8. It is understood and agreed upon that in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the

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obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.

9. To follow the grant program guidelines as stated in the OHS Administrative Guide for Homeland Security Grants, as well as the Information Bulletins released by OHS to provide important updates, clarifications and policy statements related to homeland security grant programs.
10. To follow requirements of the DHS Grant Programs Directorate Information Bulletins.
11. In the event OHS determines that changes are necessary to the award document after an award has been made, including changes to period of performance or Articles of Agreement, the subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the award.
12. Prior written approval from OHS is required prior to making any change to the OHS approved budget for this award.
13. To complete and submit the Biannual Strategy Implementation Report (BSIR), through the Grants Reporting Tool (GRT) within 30 days after FEMA officially opens and makes the BSIR available, or within 30 days of the end of the reporting period, whichever comes later. All required attributes of each project must be included. Updated obligations, expenditures, and significant developments must be provided with the BSIR to show the progress of implementation for every project, as well as, how expenditures support Planning, Organization, Equipment, Training and Exercises (POETE). The first BSIR will be due by December 31 of each calendar year in which the grant is awarded. Subsequent BSIR reports will require the subrecipient to report on a project-by-project basis. Subrecipient is also responsible for completing and submitting a closeout BSIR. When an award's period of performance or the liquidation period ends in the middle of a reporting period, a 'regular' BSIR must be submitted with full accounting of actual project information/expenditures before a Closeout BSIR can be created/submitted.
14. All items that meet the OHS definition of equipment that are purchased with Homeland Security Grant Funds must be tagged "Purchased with U.S. Department of Homeland Security Funds."
15. If the subrecipient is a pass-through entity, copies of signed subaward agreements are due to the OHS prior to the start of any project.
16. Projects that involve changes to the natural or built environment require the completion and approval of an Environmental Historic Preservation Screening Form (EHP) prior to initiating any work on the project. Changes to the project after the approval of the EHP requires OHS review and approval. Changes to the project may require the submission and approval of an updated EHP Screening Form. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National

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Historic Preservation Act of 1966, as amended; Nation Flood Insurance Program regulation; and, any other applicable laws and Executive Orders.

17. The purchase of any generator requires prior approval from the OHS, documentation must clearly depict the full scope of the project and prove the equipment is a deployable resource.
18. Purchases from a single feasible source must have prior approval from the OHS.
19. Subrecipient is required to complete the 2022 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient and subrecipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2022 NCSR will be open October 1, 2022 and must be completed by each subrecipient no later than December 31, 2022.
20. Subrecipients that contract with and utilize WebEOC Emergency Management Software – Juvare, must fully fuse and maintain an active connection with Missouri’s State Emergency Management Agency (SEMA). This setup will allow for a more efficient resource response to Missouri communities during an emergency incident as well as allow emergency personnel to monitor events that may impact their community during an extended event. Fusion of other WebEOC accounts in Missouri will also assist in streamlining resource requests by reducing redundant entry in a local WebEOC account and then once again in the Missouri WebEOC account should the request not be able to be filled locally. Redundant data entry during an emergency can lead to time loss, data entry errors and omission of important details. This required setup will also allow SEMA Emergency Service Function (ESF) partners to monitor the use of resources throughout the state for Mutual aid needs.
21. Agencies purchasing license plate reader (LPR) equipment and technology with grant funds administered by the Missouri Department of Public Safety, must adhere to the following requirements:
 - a. LPR vendors chosen by an agency must have an MOU on file with the MSHP Central Vendor File as developed and prescribed by the Missouri Department of Public Safety pursuant to 11 CSR 30-17.
 - b. Prior to purchasing LPR services, the agency should verify the vendor’s MOU status with the MSHP CJIS Division by emailing mshphelpdesk@mshp.dps.mo.gov.
 - c. Share LPR data through the MoDEX process with statewide sharing platforms (i.e., MULES).
 - d. Enable LPR data sharing with other Missouri Law Enforcement agencies and enforcement support entities within the selected vendor’s software. Examples include, but are not limited to fusion centers, drug task forces, special investigations units, etc.
 - e. Connect to the Missouri State Highway Patrol’s Automated License Plate Reader (ALPR) File Transfer Protocol Access Program. This program provides the information necessary to provide a NCIC and/or MULES hit when used in conjunction with a License Plate

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- Reader (LPR) device. An MOU must be on file with the Access Integrity Unit (AIU) for the vendor and the law enforcement agency and a registration process must be completed.
- f. Agency shall have a license plate reader policy and operation guideline prior to the implementation of LPRs. Reimbursements will not be made on the project until the policy has been provided to the Missouri Department of Public Safety.
 - g. If LPR will be installed on Missouri Department of Transportation right-of-way(s) agency must request installation through the Missouri Department of Public Safety. Once approved, agency must adhere to the Missouri Department of Transportation's guidelines regarding installation of LPR's on Missouri Department of Transportation right-of-way(s).
21. Subrecipient is required to provide statewide threat assessment and emerging threat briefings to the Homeland Security Advisory Council (HSAC) upon request of the Homeland Security Advisor or their designee.
22. Subrecipient is required to collaborate with the Missouri Office of Homeland Security during the United States Department of Homeland Security's Annual Risk Assessment process. This process includes, but not limited to the following data calls: Special Event RFI, Threat RFI, and the National Critical Infrastructure Prioritization Program. Compliance requires a data submission or validation response back to the Missouri Office of Homeland Security.
23. Subrecipient is required to participate in the Missouri Suspicious Activity Reporting Fusion Center Coordination Program – Safe Nation, as referenced in the Missouri Fusion Center Coordination Plan.

Article XLVI – Special Conditions

None.

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Policy for Grant-Funded Equipment & Supplies

East-West Gateway Council of Governments (the Council) has issued this Policy for Grant-Funded Equipment & Supplies (Policy) that governs equipment and supplies that are purchased with state or federal grant funds. The Policy applies equally to the grant-funded equipment and supplies an entity receives by any of the following means:

1. Grant-funded equipment and supplies that are purchased by the Council and transferred to an entity either through a financial assistance sub-award agreement, memorandum of understanding, or other agreement,
2. Grant-funded equipment and supplies that are purchased by the entity with grant funds provided by the Council through a financial assistance sub-award agreement, memorandum of understanding, or other agreement, or
3. Grant-funded equipment and supplies that are transferred to the entity by another agency, city, county, district, hospital or other organization.

The requirements described in this Policy are effective upon issuance and may be updated periodically.

Questions about this Policy should be directed to:

John Geis
Director of Administration
(314) 421-4220
john.geis@ewgateway.org

1. **Definitions.** The terms and acronyms described in this Policy have the meanings provided below.
 - a) **CFR** means the Code of Federal Regulations.
 - b) **DHS** means the U.S. Department of Homeland Security.
 - c) **DHHS** means the U.S. Department of Health and Human Services.
 - d) **Disposition** means transferring ownership of any grant-funded items to a different entity, selling grant-funded items to a different entity or person, recycling, throwing-away, or using another method of discarding the grant-funded items, or using other disposal methods whereby the entity is no longer the owner of the grant-funded items; except that, moving the grant-funded items from one location to another while retaining ownership of the item does not constitute a Disposition.
 - e) **Emergency** means a potential or actual mass casualty incident, man-made or natural disaster, or criminal terrorist incident.



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- f) **Equipment** means tangible personal property (including information technology systems) having a useful life of more than one (1) year and a per-unit acquisition cost that equals or exceeds one thousand dollars (\$1,000.00) that is purchased using grant funds and transferred to the receiving entity under the terms of a financial assistance sub-award agreement, memorandum of understanding, or other agreement.
- g) **FEMA** means the Federal Emergency Management Agency.
- h) **GFE** means grant-funded Equipment.
- i) **GFS** mean grant-funded Supplies.
- j) **GFS Cache** means GFS of the same type that are purchased for future use, are housed or stored together in one place, and that have an aggregate value that equals or exceeds five thousand dollars (\$5,000). Examples include, but are not limited to: medical supply cache purchased to stock a mass fatality trailer; urban search and rescue supplies purchased for a response trailer or truck.
- k) **HPP** means the Hospital Bioterrorism Preparedness Program.
- l) **IRTF** means the Inventory Removal/Transfer form that an entity uses to request the disposition or transfer of GFE or GFS Cache from its inventory.
- m) **MoDHSS** means the Missouri Department of Health and Senior Services.
- n) **MoOHS** means the Missouri Office of Homeland Security.
- o) **Omni Circular** means the federal regulations found at 2 CFR Part 200 – *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- p) **Policy** means this Policy for Grant-Funded Equipment & Supplies.
- q) **Region C** means the Missouri HCC Region C that covers the following geographical area: city of St. Louis, Missouri and the Missouri counties of: Franklin, Jefferson, Lincoln, Pike, Perry, St. Charles, St. Francois, St. Genevieve, St. Louis, Warren, and Washington.
- r) **Supply or Supplies** mean(s) any tangible personal property that does not meet the definition of Equipment that is/are purchased using grant funds and transferred to the entity under the terms of a financial assistance sub-award agreement, memorandum of understanding, or other agreement; however, any computing device that has a per-unit acquisition cost of less than one thousand dollars (\$1,000.00) is a supply regardless of the length of its useful life.
- s) **Urban Area** means the St. Louis Urban Area that includes the bi-state, eight county St. Louis metropolitan area served by the Council that includes: city of St. Louis, Missouri and Franklin, Jefferson, St. Charles, and St. Louis counties in Missouri and Madison, Monroe, and St. Clair counties in Illinois.



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2. **Applicable Period.** This Policy will be in effect upon the issue date and will remain in effect until the date that the GFE or GFS Cache has been officially removed from the entity's possession through the disposition procedures described in Section 14. The reporting and disposition requirements described in this Policy do not apply to GFS that are not part of a cache.
3. **Use.** An entity's use of the GFE, GFS Cache, and GFS is limited to the circumstances described in Section 3, Parts (a) – (d).
 - a) An entity must use the GFE, GFS Cache, and GFS for the program or project for which the Council or the entity purchased the GFE, GFS Cache, or GFS as long as the GFE, GFS Cache, or GFS are needed for that program or project and regardless of whether or not the project or program continues to be supported by the federal government.
 - b) During the time that the GFE or GFS Cache is used for the project or program for which it was acquired, the entity must also make deployable GFE or GFS Caches available for use on other projects or programs currently or previously supported by the federal government provided that this use will not interfere with the work on the project or program for which they were originally acquired. First preference for other use must be given to other projects or programs supported by MoOHS of MoDHSS, as applicable, and second preference must be given to other federally supported projects or programs.
 - c) The entity must also make deployable GFE or GFS Caches available to respond to an Emergency. During an Emergency, the Council, MoOHS, the Missouri State Emergency Management Agency, DHS, FEMA, MoDHSS, DHHS, or an emergency response agency in the Urban Area or Region C, as applicable, may request that the entity provide the deployable GFE or GFS Cache to respond to the Emergency. If the entity receives this type of request, the entity shall cooperate with the requesting entity to fulfill the request and shall either convey any deployable GFE or GFS Cache to the agreed upon staging location or otherwise make the deployable GFE or GFS Cache available for use during the Emergency. Nothing in this Section 3, Part (c), will be deemed to require the entity to provide any non-deployable GFE or GFS or to provide the deployable GFE or GFS Cache items to a requesting entity if the entity is using the deployable GFE or the GFS Cache to respond to an Emergency in the Urban Area or Region C, as applicable. This Section 3, Part (c) will not be deemed to supersede an existing mutual aid or similar agreement that the entity has in place with other entities for Emergency response.
 - d) In accordance with the Omni Circular § 200.313, the entity may also use the GFE or GFS Cache to support non-Federally supported projects or programs and may consider user fees, as appropriate.
4. **Care.** The entity must take reasonable care of the GFE, GFS Cache, and GFS and take active steps to protect it from loss, theft, damage, or destruction. The entity must also take reasonable steps to identify, dispose of, and replace any expired GFS that are part of a medical or similar cache. In the event of the loss, theft, damage, or destruction of any GFE or any GFS Cache items, the entity must follow the steps described in Section 5 to document the loss, theft, damage, or destruction the items. The entity must follow the steps described in Section 14 to dispose of any expired GFE or GFS Cache items. The entity is fully responsible to repair or



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replace any GFE or GFS Cache items that are lost, stolen, damaged, or destroyed due to the willful or negligent acts of the entity and any repaired or replacement GFE or GFS Cache items will be governed by this Policy to the same extent that the original GFE or GFS Cache items were governed. GFS that is a component of GFE or that is part of a designated cache, such as medical cache Supplies housed on a trailer, should be replaced by the entity when the GFS Cache items expire or are used or consumed during training, exercise, or deployment.

5. Loss, Theft, Damage, or Destruction. In the event that any GFE or GFS Cache items are lost, stolen, damaged, or destroyed, the entity must:
 - a) within ten (10) calendar days of the incident, notify the Council's point of contact designated in Section 15, Part (a) about the loss, theft, damage, or destruction,
 - b) promptly and properly investigate and fully document the loss, theft, damage, or destruction,
 - c) provide a copy of the investigative report and other documentation to the Council's point of contact designated in Section 15, Part (a),
 - d) retain a copy of the investigative report and other documentation in the entity's project records,
 - e) if the GFE or GFS Cache items were lost, stolen, damaged, or destroyed due to the willful or negligent acts of the entity, take steps to replace or repair the GFE or GFS Cache items, and
 - f) for GFE or GFS Cache items, within fourteen (14) calendar days of completing its investigation, complete, sign, and submit an IRTF to the Council's point of contact designated in Section 15, Part (a).
6. Maintenance. The entity must maintain all GFE and GFS Cache items in accordance with the manufacturer's guidance, the entity's standard operating procedures and guidelines, and accepted practices. At a minimum, the entity must maintain the GFE and GFC Cache so that each are in mission-ready condition. The entity is responsible for the costs associated with maintaining any GFE and GFS Caches and the cost of routine upkeep for GFE (e.g. gasoline, tire replacement, oil changes, inspections) are not costs that are eligible for reimbursement from any of the Council's grant programs. Upon the Council's request, the entity must submit maintenance logs for any GFE that requires regular maintenance (e.g. vehicles, trailers, generators).
7. Training. The entity is responsible for providing training to its personnel, as needed, in the proper and safe use of any GFE, GFS Cache, or GFS.



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8. **Inventory & Reports.** The entity is responsible for maintaining an up-to-date inventory of and preparing/submitting reports for all GFE and GFS Caches.
- a) **Inventory.**
- i) **Inventory Management System.** The entity must establish and utilize a proper inventory management system that allows the entity to track and account for any GFE or GFS Cache. If the entity has an existing inventory management system, then the entity may continue to use that system provided that the system allows the entity to capture and track each of the items of information described in the MoOHS Administrative Guide for Homeland Security Grants, section "Inventory," as it may be updated from time-to-time. A current edition of the Administrative Guide can be found online at: <https://dps.mo.gov/dir/programs/ohs/grantstraining/>.
 - ii) **Inventory Tags.** As part of its inventory practice, the entity must tag each piece of GFE. The entity may choose the method and type of tagging (e.g. barcode tags, numbered labels) provided that the tag includes a number that can be used to identify and locate the GFE. The entity must include these tag numbers on the ICF that is submitted to the Council when it receives the GFE or in its inventory reports.
 - iii) **Equipment Decals.** The Council will provide the entity with funding-source decals that must be attached to any vehicles, trailers, generators, or other mobile assets that are identified by the Council. The entity is responsible for ensuring that the decals are affixed to these types of GFE and in a location that is easily visible by members of the public and during any on-site inventory.
 - iv) **On-site Inventories.** The Council may elect to conduct on-site inventories of the GFE, GFS Cache, or GFS. The Council, to the extent possible and practicable, will notify the entity of the Council's intent to conduct an on-site inventory and will work with the entity to schedule a mutually convenient time and date for an on-site inventory. The entity must cooperate with the Council in the Council's effort to conduct an on-site inventory and must make its personnel and facilities available to the Council to conduct an on-site inventory.
- b) **Reports.**
- i) **Inventory Reports.** If the entity received or purchased GFE or a GFS Cache, the entity must update and return to the Council an inventory report in the form and format specified by the Council. The entity must submit its inventory report no later than October 15th of each year during the period described in Section 2. As part of its inventory reporting, the entity is responsible for calculating and tracking the depreciation of the fair market value of each item of GFE and will report this depreciation on the entity's inventory reports. The method that the entity uses to calculate the depreciation of the GFE must be consistent with the method the entity uses to calculate depreciation for the equipment that the entity purchases. With respect to any GFE or a GFS Cache that was disposed of



Policy for Grant-Funded Equipment & Supplies

during the reporting period, the entity must adhere to Section 14 with respect to reporting on the disposed of items. The inventory report must be submitted to the Council's point of contact designated in Section 15, Part (a). The entity's failure to adhere to this reporting requirement may cause the entity to be deemed ineligible to receive GFE, GFS, or grant funds in the future.

- ii) **Vehicle Mileage Logs.** If the entity's GFE includes a vehicle, then the entity must also maintain and submit vehicle mileage logs in the form and format specified by the Council. The entity must submit its vehicle mileage logs no later than October 15th of each year during the period described in Section 2. At a minimum, the vehicle mileage log must capture the information described in the MoOHS Administrative Guide for Homeland Security Grants, "Vehicles, Usage Log" section, as it may be updated from time-to-time. A current edition of the Administrative Guide can be found online at: <https://dps.mo.gov/dir/programs/ohs/grantstraining/>. The vehicle mileage logs must be submitted to the Council's point of contact designated in Section 15, Part (a). The entity's failure to adhere to this reporting requirement may cause the entity to be deemed ineligible to receive GFE, GFS, or grant funds in the future.

9. **Insurance.** In accordance with the requirements described in its agreement with the Council, the entity must carry property and casualty insurance coverage to protect any GFE and this insurance must be of the same character and amount that the entity carries to protect any of its own property (e.g. equipment, vehicles). The entity must obtain this insurance from a company authorized to issue insurance in Missouri (for entities formed under Missouri law) or Illinois (for entities formed under Illinois law) or must provide the insurance coverage through a self-insurance program. The entity must submit proof of insurance coverage, upon the Council's written request, but, at a minimum, no later than sixty (60) calendar days after the entity receives the GFE and, thereafter, no later than October 15th of each year during the period described in Section 2. If the entity is relying on a self-insurance program to provide the insurance coverage, then the entity's proof of insurance must be demonstrated through a signed, written statement to the Council regarding the self-insurance program and certifying that the program meets the insurance requirements. The entity must submit this proof of insurance to the Council's point of contact designated in Section 15, Part (a). The entity must also, upon written request, provide the Council written copies of its insurance policies.
10. **Title and Registration.** The entity must ensure that any vehicle, trailer, or similar GFE is properly titled and registered with the appropriate state agency and in accordance with the state's requirements. The entity must submit proof of title and registration no later than thirty (30) calendar days after titling and registering any vehicle, trailer, or similar GFE. The entity must submit this proof to the Council's point of contact designated in Section 15, Part (a).
11. **Location.** The entity must notify the Council of the storage location the entity has selected for the GFE or a GFS Cache and must notify the Council in writing about any permanent changes to the GFE's or GFS Cache's storage location within fourteen (14) calendar days of the location change. The notices required by this Section 11 must be submitted to the Council's points of



Policy for Grant-Funded Equipment & Supplies

contact designated in Section 15, Parts (a) and (b). The entity may select the storage location for the GFE or GFS Cache; however, the storage location must, at a minimum, be:

- a) accessible to the entity or the entity's designee twenty-four (24) hours a day, seven (7) days a week,
- b) secure enough to protect the GFE or GFS Cache from loss or theft, and
- c) within the Urban Area or Region C, as applicable, unless the Council has provided its express written authorization for the GFE or GFS Cache to be stored outside the Urban Area or Region C, as applicable.

12. Entity's Logistics or Inventory Points of Contact. The entity must notify the Council's points of contact designated in Section 15, Parts (a) and (b) of the entity's primary and secondary points of contact that the Council or other officials may use to contact the entity about the GFE or GFS Cache. It is recommended that the entity designate a dispatch center as its primary point of contact. For both the primary and secondary points of contact, the entity must provide the person's (as applicable):

- a) name;
- b) title;
- c) e-mail address;
- d) business mailing address; and
- e) a phone number at which the point of contact can be reached twenty-four (24) hours a day / seven (7) days a week.

13. Entity's Financial Point of Contact. The entity must notify the Council's point of contact designated in Section 15, Part (a) of the entity's financial or fiscal point of contact that is responsible for the entity's annual audit or preparation of the entity's yearly financial statements. The entity must provide the person's:

- a) name;
- b) title;
- c) e-mail address;
- d) business mailing address; and
- e) phone number.



Policy for Grant-Funded Equipment & Supplies

14. **Disposition and Obligation.** If the entity determines that it wishes or needs to dispose of any GFE or a GFS Cache, then the entity must adhere to the procedures and requirements described in Section 14, Parts (a) and (b). The entity's obligation to the Council for a Disposition is described in Section 14, Part (b). The entity's failure to adhere to the requirements described in Section 14, Parts (a) and (b) may cause the entity to be deemed ineligible to receive GFE, GFS, or grant funds in the future.
- a) **Disposition.** The entity is not permitted to undertake a Disposition without first obtaining the Council's prior written authorization. To obtain the Council's prior written authorization, the entity must complete, sign, and submit an IRTF to the Council's point of contact designated in Section 15, Part (a). The Council will determine if the GFE or GFS Cache is eligible for Disposition, based upon the criteria described in Section 14, Part (a)(i), and will notify the entity in writing if, and to what extent, the Disposition is approved.
- i) GFE or a GFS Cache is eligible for Disposition if the item meets any one or combination of the following criteria:
1. Is no longer needed for the project or program for which it was originally acquired and it is not needed for any other DHS or DHSS project or program, as applicable.
 2. Is expired, defined as past the item's useful shelf life.
 3. Is obsolete, defined as no longer in use or no longer capable of being used due to changes in methods, procedures, or technology.
 4. Was consumed during training, an exercise, a deployment, Emergency response, or similar activities.
 5. Upon **the later occurrence** of: (A) five (5) years have passed since the date on which the entity took possession of the GFE or GFS Cache; (B) the fair market value of the GFE is zero (0); (C) or the aggregate residual value of the unused GFS Cache items is zero (0).
- b) **Obligation.** Once the entity obtains the Council's prior written authorization for a Disposition, the entity's obligations to the Council are as follows:
- i) For GFE with a per item fair market value of \$5,000 or less or GFS Caches with unused Supplies with an aggregate residual value of \$5,000 or less, the entity may dispose of the items without further obligation to the Council.
- ii) For GFE with a per item fair market value of more than \$5,000 or a GFS Cache with unused Supplies with an aggregate residual value of more than \$5,000, the entity may dispose of the items; however, the Council will have a right to the fair market value proceeds from the sale of the GFE or unused Supplies in the GFS Cache. The entity will return to the Council the fair market value proceeds from the sale of the GFE or Supplies in the GFS Cache and must cooperate with the Council's effort to obtain the fair market value proceeds from the sale. The



Policy for Grant-Funded Equipment & Supplies

Council will notify the entity about the deadline for returning the proceeds to the Council and the method and form that the entity must use to return the proceeds to the Council. The entity's failure to adhere to the requirements described in this Section 14, Part (b)(ii) may cause the entity to be deemed ineligible to receive GFE, GFS, or grant funds in the future.

- iii) For GFS that are not part of a cache, the entity may dispose of the item(s) without further obligation to the Council.
- iv) Upon the entity's Disposition conducted in accordance with Section 14, the GFE or GFS Cache that is disposed of will be removed from the entity's inventory and the entity will have no further obligation to track and report on disposed GFE or GFS Cache.

15. The Council's Points of Contact. The Council points of contact are as follows:

- a) **Admin Point of Contact.** Leah Watkins; leah.watkins@ewgateway.org; (314) 421-4220.
- b) **STARRS Point of Contact.** STARRS@ewgateway.org.

16. Inventory List, Appendix III, and SEFA Report. The Council will provide the entity with reports describing the GFE, GFS Cache, or GFS received from the Council. These reports are described in Section 16, Parts (a) through (c).

- a) **Inventory List.** The Council will provide the entity an inventory list at least once per year. The Council will send this report to the entity's designated logistics/inventory point of contact. The inventory list will include the GFE and GFS Caches that entity as received from the Council and that have not been disposed of in accordance to Section 14. The entity will use this inventory list to provide its annual inventory report.
 - i) **Existing GFS Caches.** Due to the age of existing GFS Caches, the GFS that were purchased prior to 10/13/2022 for these caches will not be included in an entity's inventory list. Additionally, an entity will not have a dedicated line-item in its inventory list of "GFS Cache" or similar to refer to an existing GFS Cache. Instead, if applicable, the entity's inventory list will include only equipment that is part of an existing GFS Cache – for example, a trailer or a generator. If a new GFS Cache is purchased after 10/13/2022, then the cache will be specifically listed as a line-item in an entity's inventory. Additionally, if grant funds are used to replace or update an existing GFS Cache after 10/13/2022 such that the new, unused GFS has an aggregate value that equals \$5,000 or more, then the entity's inventory list will be updated to include a specific line-item for the GFS Cache.
- b) **Appendix III.** When the Council issues a sub-award to the entity for GFE, GFS Caches, or GFS, the Council will provide the entity an Appendix III: Equipment & Supplies List that describes the grant-funded items that the Council is providing the entity through the sub-award. As needed during a sub-award performance period, the Council will send the entity an updated Appendix III. If the Council purchases for and transfers to the entity any grant-funded equipment, supply cache, or supplies that are not described in



Policy for Grant-Funded Equipment & Supplies

Appendix III on the date that the sub-award is executed, then the Council will, at a minimum, send the entity an updated Appendix III during project close-out. Upon request by the entity, the Council will submit an updated Appendix III to the entity prior to project close-out; however, the Council is not obligated to submit an updated Appendix III to the entity more than once per calendar year.

- c) **SEFA Report.** Upon request, the Council will provide the entity a report on its GFE or GFS Caches that the entity needs to complete is Schedule of Expenditures of Federal Awards (SEFA) as part of the entity's Single Audit. The entity should provide the Council sixty (60) days advanced notice of its need for the SEFA report. This request should be submitted to the Council's designated point of contact in Section 15, Part (a).

Certificate Of Completion

Envelope Id: 5C7BCED2-4F33-819A-8377-80BC58632EB3

Status: Sent

Subject: Complete with Docusign: Purple Grant Routing.pdf, RCA Template.pdf: East-West Gateway FD_2

Source Envelope:

Document Pages: 56

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 9

Brijette Struyk

AutoNav: Enabled

200 N Second St

Envelopeld Stamping: Enabled

Saint Charles, MO, MO 63301

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

brijette.struyk@stcharlescitymo.gov

IP Address: 35.130.51.195

Record Tracking

Status: Original

Holder: Brijette Struyk

Location: DocuSign

4/30/2026 9:32:45 AM

brijette.struyk@stcharlescitymo.gov

Signer Events

Joe Gragnani

joe.gragnani@stcharlescitymo.gov

Deputy Fire Chief

City of Saint Charles MO

Security Level: Email, Account Authentication (None)

Signature

Signed by:

Signature Adoption: Pre-selected Style

Using IP Address: 108.145.130.15

Signed using mobile

Timestamp

Sent: 4/30/2026 9:34:36 AM

Viewed: 4/30/2026 9:58:21 AM

Signed: 4/30/2026 9:58:35 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Brijette Struyk

brijette.struyk@stcharlescitymo.gov

Senior Financial Analyst - Fire

Signing Group: Senior Financial Analysts

Security Level: Email, Account Authentication (None)

Initial

Sent: 4/30/2026 9:58:37 AM

Viewed: 4/30/2026 10:12:48 AM

Signed: 4/30/2026 10:12:55 AM

Signature Adoption: Pre-selected Style

Using IP Address: 35.130.51.195

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)

Initial

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Viewed: 4/30/2026 10:23:31 AM

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Using IP Address: 35.130.51.195

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Mary Ann Ohms

maryann.ohms@stcharlescitymo.gov

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

DS

Sent: 4/30/2026 10:23:43 AM

Viewed: 4/30/2026 10:48:33 AM





Signed: 4/30/2026 10:50:20 AM

Signature Adoption: Pre-selected Style

Using IP Address: 35.130.51.195

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Signer Events	Signature	Timestamp
<p>Bryan Wise bryan.wise@stcharlescitymo.gov Assistant City Attorney City of St. Charles Signing Group: LEGAL REVIEW Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195</p>	<p>Sent: 4/30/2026 10:50:22 AM Viewed: 4/30/2026 10:56:42 AM Signed: 4/30/2026 10:56:53 AM</p>
<p>Jennifer O'Connor jennifer.oconnor@stcharlescitymo.gov Director of Finance City of Saint Charles, MO Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195</p>	<p>Sent: 4/30/2026 10:56:57 AM Viewed: 4/30/2026 11:00:02 AM Signed: 4/30/2026 11:00:13 AM</p>
<p>Lawrence S. Dobrosky, Jr. lawrence.dobrosky@stcharlescitymo.gov Director of Administration City of Saint Charles, MO Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 2607:fb90:39a3:929:1886:dc45:6a03:be7d Signed using mobile</p>	<p>Sent: 4/30/2026 11:00:18 AM Viewed: 4/30/2026 11:06:31 AM Signed: 4/30/2026 11:06:43 AM</p>
<p>Joe Gagnani joe.gagnani@stcharlescitymo.gov Deputy Fire Chief City of Saint Charles MO Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 2600:1700:8650:ff0:c5c1:ac80:66ea:31d4 Signed using mobile</p>	<p>Sent: 5/8/2026 1:35:00 PM Viewed: 5/8/2026 2:23:48 PM Signed: 5/8/2026 2:23:54 PM</p>
<p>Jennifer O'Connor jennifer.oconnor@stcharlescitymo.gov Director of Finance City of Saint Charles, MO Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195</p>	<p>Sent: 5/8/2026 2:23:57 PM Viewed: 5/11/2026 7:47:13 AM Signed: 5/11/2026 7:47:17 AM</p>
<p>Lawrence S. Dobrosky, Jr. lawrence.dobrosky@stcharlescitymo.gov Director of Administration City of Saint Charles, MO Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195</p>	<p>Sent: 5/11/2026 7:47:20 AM Viewed: 5/11/2026 8:48:24 AM Signed: 5/11/2026 8:48:33 AM</p>

Signer Events	Signature	Timestamp
<p>Emily B. Galantowicz emily.galantowicz@stcharlescitymo.gov Assistant City Clerk City of Saint Charles, MO Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		<p>Sent: 4/30/2026 11:06:45 AM Resent: 5/11/2026 8:48:35 AM Viewed: 5/8/2026 1:24:22 PM</p>
<p>Daniel J. Borgmeyer dan.borgmeyer@stcharlescitymo.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Kimberly Hudson kimberly.hudson@stcharlescitymo.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>City Clerk - Assign Contract #</p> <p>Signing Group: City Clerk - Assign Contract # Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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<p>Carla Bray carla.bray@stcharlescitymo.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 4/30/2026 11:00:17 AM Viewed: 4/30/2026 11:06:24 AM</p>
<p>Amy Milstead amy.milstead@stcharlescitymo.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Payment Events	Status	Timestamps
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Contract # _____
(City Clerk will Assign)

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

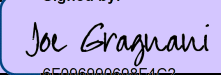
Requesting Department:	Fire	Department Contact:	Brian Strubberg
Name of Grant:	2024 UASI Equipment & Supplies		
Grant Amount:	\$ 92,210.00		
New or Renewal:	New		
Amount Budgeted in Previous Year:	0		
Description/Purpose:	The City of St. Charles, MO will receive equipment and supplies from the 2024 UASI grant program to support emergency response in the St. Louis Urban Area.		
Account/s #:	TBD		
Project #:	TBD		





Initial
BS


Certifications: to be completed by Originating Department Director

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

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

Signature: <small>Signed by:</small>  <small>6F09699699F4G2...</small>	Printed Name: Joe Gragnani	Date: 4/30/2026
--	--------------------------------------	---------------------------

ROUTING	Initials	Date
Purchasing Review (Compliant with Chapter 145 and City Terms)		4/30/2026
Department of Law (for Legality only)		4/30/2026
Director of Finance (Funds Available)		4/30/2026
Director of Administration (Recommend Approval)		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: 



RCA FORM (OFFICE USE ONLY)

Bill # NA

MEETING/DATE: 05/19/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): ALL

Sponsor(s): _____

Description:

East-West Gateway Council of Governments Financial Assistance Sub-Award Agreement
Homeland Security Grant Program (Federal Grant)

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

The City of St. Charles, MO will receive equipment and supplies from the 2024 UASI grant program to support emergency response in the St. Louis Urban Area. Items to include urban search & rescue equipment (calibration, air bags, multi-gas monitors), urban search & rescue supplies and hazmat equipment (ERK Kits, sustainment items & PPE)

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

Fiscal Impact: 92,210.00 Yes Revenue

Account #: TBD

Project #: TBD

RCA prepared by: BS Dept. Dir. JG Finance Dir. JS Dir. of Admin. USDJ

**EAST-WEST GATEWAY COUNCIL OF GOVERNMENTS
FINANCIAL ASSISTANCE SUB-AWARD AGREEMENT**

1. Sub-Award Information

(a) Grant # (b) Project Name

(c) Project Description

(d) Sub-Award Performance Period (i) Start Date (ii) End Date

(e) Total Sub-Award Amount (Grant + Match) *See Section 4 for information about funding sources.

(f) Is this a research and development (R&D) award? Yes No (g) Indirect costs allowed? Yes No

2. Sub-Recipient Information

(a) Name (b) Address (c) UEI

(d) Point of Contact (i) Name (ii) Phone (iii) Email

3. EWG Point of Contact Information

(a) Name (b) Phone (c) Email

4. Funding Source Information

(a) Funding Type	(b) Awarding Agency Name(s)	(c) ALN Information	(d) \$ Amt.
<input type="text" value="Federal grant"/>	<input type="text" value="U.S. DHS, FEMA through MO Office of Homeland Security"/>	<input type="text" value="97.067 - Homeland Security Grant Program (2024)"/>	<input type="text" value="\$92,210.00"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
(e) Total Sub-Award Amount (Grant + Match)			<input type="text" value="\$92,210.00"/>

*See Appendix II: Federal Award Information for information about each federal grant described in Section 4.

(f) Does this Sub-Award include the provision of equipment or supplies? Yes No

The total sub-award amount described in Section 4, Part (e) includes the value of the equipment and supplies that are described in Appendix III: Equipment & Supplies List (Appendix III).

5. The sub-recipient listed in Part #2 agrees to administer the Sub-Award in accordance with:

(a) All applicable federal and state regulations and grant guidelines, including but not limited to:

2 CFR Part 200 Other Describe:

(b) Each of the following Appendices:

Appendix I: Sub-Recipient General Terms & Conditions; Appendix II: Federal Award Information; Appendix III: Equipment & Supplies List; Appendix IV: MoOHS Subaward Agreement (only to the extent described in Appendix I, Paragraph 15, Part (a)(ii)); and Appendix V: Policy for Grant-Funded Equipment & Supplies.

6. The assistance described in this Sub-Award is hereby offered and accepted effective upon the signature of each parties' duly authorized official and on the first date indicated in Part #1(d) above.

East-West Gateway Council of Governments

Name & Title Signature _____ Date _____

City of St. Charles, Missouri

Name & Title Signature _____ Date _____

**Appendix I:
Sub-Recipient General Terms & Conditions**

The following terms apply to the Financial Assistance Sub-Award Agreement (“Sub-Award”) entered into by the City of St. Charles, Missouri (“Sub-Recipient”) and East-West Gateway Council of Governments (the “Council”) (together the “Parties”).

1. Definitions, Contents of the Agreement & Order of Precedence.

- a. *Definitions.* As used in this Appendix I: Sub-Recipient General Terms & Conditions, the terms and acronyms described in Paragraph 1, Parts (a)(i) – (ix) have the meanings provided below.
 - i. **Agreement** means the Sub-Award and the appendices listed in Paragraph 1, Part (b).
 - ii. **CFR** means the Code of Federal Regulations.
 - iii. **DHS** means the U.S. Department of Homeland Security.
 - iv. **Emergency** means a potential or actual mass casualty incident, man-made or natural disaster, or criminal terrorist incident.
 - v. **FEMA** means the Federal Emergency Management Agency.
 - vi. **MoOHS** means the Missouri Office of Homeland Security.
 - vii. **Omni Circular** means the federal regulations found at 2 CFR Part 200 – *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
 - viii. **Project Site(s)** mean(s) the specific location(s) at the physical address(es) described in Paragraph 3 or in Appendix III where the grant-funded items will be located or where the project work described in Paragraph 3 will be implemented or conducted.
 - ix. **Urban Area** means the St. Louis Urban Area that includes the bi-state, eight county St. Louis metropolitan area served by the Council that includes: city of St. Louis, Missouri and Franklin, Jefferson, St. Charles, and St. Louis counties in Missouri and Madison, Monroe, and St. Clair counties in Illinois.
- b. *Contents of the Agreement.* The Sub-Award consists of the terms expressed in the East-West Gateway Council of Governments Financial Assistance Sub-Award Agreement and the Appendices listed in Paragraph 1, Part (b)(i) – (v) (together the “Agreement”). The Appendices are each made a part of the Sub-Award and are incorporated by reference into the Sub-Award as though fully set forth in the Sub-Award. Sub-Recipient’s failure to adhere to the terms expressed in the Appendices may constitute a material breach of the Agreement, and the Council may take appropriate action against Sub-Recipient to ensure compliance with these provisions, as described in Paragraph 11, Part (b).
 - i. Appendix I: Sub-Recipient General Terms & Conditions (“Appendix I”).
 - ii. Appendix II: Federal Grant Award Information (“Appendix II”).
 - iii. Appendix III: Equipment & Supplies List (“Appendix III”).

- iv. Appendix IV: Office of Homeland Security, Grant Award of Contract (“Appendix IV”), which is incorporated into the Sub-Award only to the extent described in Paragraph 15, Part (a)(ii).
 - v. Appendix V: Policy for Grant-Funded Equipment & Supplies (“Appendix V”).
 - c. *Order of Precedence.* In the event that any conflict or inconsistency arises among the provisions of the Sub-Award and the provisions of the Appendices, the documents shall have the following order of precedence:
 - i. Appendix I.
 - ii. Sub-Award.
 - iii. Appendix IV.
 - iv. Appendix II.
 - v. Appendix III.
 - vi. Appendix V.
- 2. Performance Period.
 - a. Except as described in Paragraph 2, Part (b), the performance period for the Agreement is the term described in the Sub-Award, Section 1, Part (d), unless:
 - i. the performance period is extended through mutual agreement of the Parties and the extension is requested and approved in accordance with Paragraph 10, or
 - ii. the Agreement is terminated.
 - b. Except as described in Appendix V, Section 14, Part (b)(iv) with respect to the disposition of grant-funded equipment or a supply cache, the requirements described in Appendix V and Paragraph 8, Parts (c) and (d) will survive the expiration of the performance period described in Paragraph 2, Part (a) or the termination of the Agreement and will remain in effect in accordance with Appendix V, Section 2.
- 3. Project Description & Scope of Work.
 - a. *Project Description.* The project governed by the Agreement includes: (i) the scope of work described in Paragraph 3, Part (b), and (ii) the grant-funded items described in Appendix III that will be used to enhance Sub-Recipient’s ability to respond an Emergency in the Urban Area.
 - b. *Scope of Work.* Sub-Recipient shall perform the work described in Paragraph 3, Parts (b)(i). Sub-Recipient shall perform the work described in Paragraph 3, Parts (b)(i) in a professional and technical manner, consistent with lawful procedures and standards that govern persons performing similar work, and in compliance with applicable local, state, and federal laws.
 - i. The only work anticipated by the Agreement is the work Sub-Recipient must perform in order to meet the requirements described in Paragraph 4 and Paragraph 15, Part (a)(iii).

4. Equipment & Supplies. As part of the project, Sub-Recipient will receive grant-funded equipment, supply caches, or supplies from the Council. Sub-Recipient must adhere to the requirements described in the then-current Appendix V. The requirements described in Appendix V are subject to the term described in Paragraph 2, Part (b) and will survive the expiration or termination of the Agreement. Appendix V may be updated from time-to-time and the then-current version will apply to the Agreement.
5. Reimbursements / Payments. The only work anticipated by the Agreement is the work Sub-Recipient must perform in order to meet the requirements described in Paragraph 4 and Paragraph 15, Part (a)(iii).
6. Personnel and Subcontracting & Purchases / Procurement.
 - a. *Personnel and Subcontracting.*
 - i. Sub-Recipient represents that it has, or will secure, all personnel required in performing the work described in Paragraph 3, Part (b). Sub-Recipient shall either perform or supervise all of the required work. Sub-Recipient is responsible for the satisfactory completion of all work, including work performed by Sub-Recipient’s subcontractors.
 - ii. All of Sub-Recipient’s personnel, including subcontracted personnel, engaged in the work must be fully qualified and must be authorized or permitted under state and local law to perform the work described in Paragraph 3, Part (b). Sub-Recipient must comply with the E-Verify requirements described in the MoOHS Administrative Guide.
 - iii. The Council is not an employer of any personnel hired by Sub-Recipient to perform the work described in Paragraph 3, Part (b). Sub-Recipient is fully responsible for:
 1. paying any salaries, fringe benefits, unemployment insurance, or workers’ compensation,
 2. ensuring that any local taxes, state taxes, and federal taxes are properly withheld from its personnel’s pay, and
 3. complying with local, state, and federal reporting requirements that govern compensation and taxation.
 - b. *Purchases / Procurement.*
 - i. **Definitions.** As used in Paragraph 6, Part (b), the terms described in Paragraph 6, Parts (b)(i)(1) and (2) have the meanings provided below.
 1. “Purchase / procurement,” in addition to its common meaning, also means the hiring of any individual or firm to complete any services or to provide any goods. The meaning of purchase / procurement does not include the hiring of employees to complete services under the Agreement.
 2. “Employees” has the same meaning described in Section 285.500 *et seq.* RSMo.

- ii. Sub-Recipient may not undertake the purchase / procurement of any services or any goods without the Council's prior written approval. If Sub-Recipient needs to undertake a purchase / procurement, Sub-Recipient must contact the Council's designated point of contact in Paragraph 16, Part (a)(i)(1) and obtain the prior written approval. The Council's point of contact will direct Sub-Recipient about the process that needs to be followed to purchase / procure goods or services and what documentation needs to be submitted to the Council, retained by Sub-Recipient, or both.
 - iii. If the Council authorizes Sub-Recipient to undertake a purchase / procurement, then Sub-Recipient (including any authorized subcontractors) shall use federally compliant, competitive procurement procedures to purchase any services or goods under the Agreement. These procedures are defined in the Omni Circular, specifically 2 CFR Part 200, *Procurement Standards*, §§ 200.317 – 200.326, and MoOHS guidelines. Sub-Recipient may use its own procurement procedures provided that those procedures are at least as restrictive as the procedures required by MoOHS guidelines.
 - iv. All purchases / procurements, whether competitive or non-competitive, must be reviewed and approved by the Council in advance of the final selection and retention of a contractor or vendor to provide any services or goods for the project.
 - v. Paragraph 6, Part (b) applies to purchases / procurement that are conducted by any one or combination of Sub-Recipient, Sub-Recipient's designees, or Sub-Recipient's subcontractor.
 - vi. Paragraph 6, Part (b) applies to Sub-Recipient purchases / procurement that are made with any type of purchasing method or mechanism.
- c. If Sub-Recipient fails to adhere to the requirements in Paragraph 6, then the Council may undertake any one or combination of the actions noted in Paragraph 11, Part (b).

7. Liability & Insurance Coverage.

- a. *Liability.* To the extent allowed or imposed by law, Sub-Recipient shall hold harmless the Council including its members and employees, from any claim, suit, liability, damage, loss, or cost (including, but not limited to, attorney's fees and litigation costs) arising out of or relating to the work performed under the Agreement or the storage or use of the grant-funded equipment or grant-funded supply caches. Sub-Recipient's obligation under this Paragraph 7, Part (a) is limited to any claim, liability, damage, loss, or cost that is sustained by the Council or others for property damage, property destruction, or any bodily injury (including, but not limited to, death) and to the extent that the claim arises from or is caused by: (i) Sub-Recipient's breach of or default in the Agreement, (ii) the negligence, errors, omissions, or willful misconduct of Sub-Recipient, Sub-Recipient's employees, affiliated corporations, or subcontractors in connection with the work performed under the terms of the Agreement, or (iii) the storage or use of the grant-funded equipment or grant-funded supply caches.

- b. *Insurance Coverage.*
- i. **Property and Casualty Insurance.** Sub-Recipient shall carry property and casualty insurance coverage to protect any grant-funded equipment and this insurance must be of the same character and amount that Sub-Recipient carries to protect any of its own property (e.g. equipment, vehicles). Sub-Recipient must obtain this insurance from a company authorized to issue insurance in Missouri (for entities formed under Missouri law) or Illinois (for entities formed under Illinois law) or must provide the insurance coverage through a self-insurance program.
 - ii. **Self-Insurance Program.** If Sub-Recipient is relying on a self-insurance program to provide the insurance coverage, then Sub-Recipient's proof of insurance must be demonstrated through a signed, written statement to the Council regarding the self-insurance program and certifying that the program provides liability protection to cover claims described in Paragraph 7, Part (a) and meets the insurance requirements described in Paragraph 7, Part (b)(i).
 - iii. Upon the Council's written request, Sub-Recipient shall provide the Council with written proof of insurance coverage. For property and casualty insurance, Sub-Recipient shall submit proof of insurance coverage upon the Council's written request, but, at a minimum, no later than sixty (60) calendar days after Sub-Recipient receives the grant-funded equipment and, thereafter, no later than October 15th of each year during the term described in Paragraph 2, Part (b). Sub-Recipient must submit this proof of insurance to the Council's point of contact designated in Paragraph 16, Part (a)(i)(1). Sub-Recipient shall also, upon written request, provide the Council written copies of its insurance policies.
 - iv. Sub-Recipient shall notify the Council in writing within seven (7) calendar days of receiving notices that any of its, or its subcontractors', insurance policies have been reduced, terminated, or cancelled (even in part) for any reason.
- c. In no event will the language of Paragraph 7 constitute or be construed as a waiver or limitation for either party's, or their respective board members', officers', directors', servants', employees', agents', successors', or assigns', rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal or state constitution or by federal or state law.

8. Required Reports.

- a. *Inventory Reports.* If Sub-Recipient's award includes grant-funded equipment or a grant-funded supply cache, as described in Appendix V Sub-Recipient must update and return to the Council an inventory report in the form and format specified by the Council. Sub-Recipient shall submit its inventory report no later than October 15th of each year during the term described in Appendix V. The inventory report must be submitted to the Council's point of contact designated in Paragraph 16, Part (a)(i)(1). Sub-Recipient's failure to adhere to this reporting requirement may be deemed a material breach of the Agreement and the Council may undertake any one or combination of actions described in Paragraph 11, Part (b).

- b. *Vehicle Mileage Logs.* If Sub-Recipient receives a vehicle under the terms of the Agreement, then Sub-Recipient must also maintain and submit vehicle mileage logs in the form and format specified by the Council. Sub-Recipient shall submit its vehicle mileage logs no later than October 15th of each year during the term described in Appendix V. The vehicle mileage logs must be submitted to the Council's point of contact designated in Paragraph 16, Part (a)(i)(1). Sub-Recipient's failure to adhere to this reporting requirement may be deemed a material breach of the Agreement and the Council may undertake any one or combination of actions described in Paragraph 11, Part (b).
 - c. *Violations.* Sub-Recipient must report / disclose to the Council in writing all violations of federal criminal law involving fraud, bribery, or gratuity affecting the Agreement. Sub-Recipient's written report / disclosure must be provided to the Council no later than fourteen (14) calendar days after Sub-Recipient is made aware of the violation. Sub-Recipient must submit this report to the Council's point of contact designated in Paragraph 16, Part (a)(i)(1).
 - d. If Sub-Recipient fails to comply with the terms of Paragraph 8, then the Council may take action against Sub-Recipient as the actions are described in Paragraph 11, Part (b).
9. Work Products, Disclosure & Publication Requirements.
- a. *Work Products.* Except for the reports described in Paragraph 8, Sub-Recipient is not responsible for producing any work products or deliverables as part of the work described in Paragraph 3, Part (b).
 - b. *Disclosure.* Except as required by law, Sub-Recipient shall not disclose in any way, or permit to be disclosed in any way: any information related to its work, the Work Products it created as part of the project, or the results of the work contemplated by the Agreement. If Sub-Recipient wishes to disclose any of these or is required to disclose any of these, then it shall first notify the Council and, in the case of a disclosure that is not required by law, obtain the Council's express written consent. Sub-Recipient's notification must be submitted to the Council's point of contact designated in Paragraph 16, Part (a)(i)(1). This Paragraph 9, Part (b) is applicable only to disclosure of project information, Work Products, and results to any person who or entity that is not a part of the project. Members of the project team, the Council's staff, or members of the committee overseeing the project will be considered "part of the project team."
 - c. *Publication Requirements.* Sub-Recipient is not responsible for publishing any work products or other materials as part of the work described in Paragraph 3, Part (b).
10. Authorized Personnel, Changes & Other Requests. The Council has sole discretion to approve Sub-Recipient's request for changes or provide approvals or authorizations and Paragraph 10 does not obligate the Council to approve Sub-Recipient's requests. The persons who are authorized to initiate change requests, to approve Sub-Recipient's requests for changes, or to provide authorizations are described in Paragraph 10, Part (a). The process for requesting changes to the Agreement are described in Paragraph 10, Part (b) and the process for other types of requests are described in Paragraph 10, Part (c).

- a. *Authorized Personnel.* The persons listed in Paragraph 10, Parts (a)(i) – (iv) are authorized by the Council to initiate change requests, to approve Sub-Recipient’s requests for changes, or to provide authorizations.
 - i. The Council’s point of contact designated in Paragraph 16, Part (a)(i)(1).
 - ii. The Council’s Director of Administration.
 - iii. The Council’s Executive Director.
 - iv. Other person authorized in writing by the persons listed in Paragraph 10, Parts (a)(ii) and (iii), when this other person is indicated in writing to Sub-Recipient as having this authority.

Except for requests related to dispositions described in Appendix V, Section 14, Part (a), the Council’s project manager, the points of contact designated in Paragraph 16, Part (a)(i)(2), or any other person not described in Paragraph 10, Parts (a)(i) – (iv) are **not** authorized to initiate change requests, to approve Sub-Recipient’s requests for changes, or provide authorizations.

- b. *Changes.* Certain changes to the performance period, Appendix I, Appendix III, or other changes to the Agreement must be requested and approved as stated in Paragraph 10, Parts (b)(i) – (vii).
 - i. Except as noted in Paragraph 10, Part (b)(iii), any Sub-Recipient request for changes must be submitted to the Council in advance of the change taking effect. Changes include, but are not limited to: changing the scope of work; lengthening or shortening the performance period; or changing the budget for the project. The Council will consider Sub-Recipient’s after-the-fact changes on a limited basis and it is within the Council’s sole discretion whether to consider or approve Sub-Recipient’s after-the-fact changes.
 - ii. In order to request a change to the performance period or scope of work Sub-Recipient shall submit to the Council’s point of contact designated in Paragraph 16, Part (a)(i)(1), a written request that contains:
 - 1. a clear description of the change requested and a rationale/justification for why the change is necessary,
 - 2. the proposed effective date of the change, and
 - 3. a copy of the revised scope of work, if applicable.
 - iii. Sub-Recipient must keep the Council’s point of contact designated in Paragraph 16, Part (a)(i)(2) informed, in writing, about changes to the project schedule, including deliverable due dates. If a change to the project schedule will result in Sub-Recipient not completing its work within the performance period specified in Paragraph 2, Part (a), then Sub-Recipient shall follow the procedures described in Paragraph 10, Part (b)(ii).
 - iv. The Council will review Sub-Recipient’s change request and will send Sub-Recipient a written notice of its decision and, if Sub-Recipient’s request is denied, will include an explanation of the Council’s decision.

- v. Except as noted in Paragraph 10, Parts (b)(vi) and (vii), any one or combination of the changes in listed in Paragraph 10, Parts (b)(v)(1) – (3) must be effected through written amendments to the Agreement, signed by the duly authorized representative of each party.
 - 1. Any change to the scope of work, except as noted in Paragraph 10, Part (b)(iii).
 - 2. Any change to the performance period.
 - 3. An increase in the total dollar amount sub-awarded to Sub-Recipient.
- vi. The Council may initiate changes to terms of the Agreement including, but not limited to, the performance period, the amount budgeted for the project, the scope of work, or Appendix III to update the list of grant-funded items. Except as noted in Paragraph 10, Parts (b)(vi)(1) and (2), the Council shall obtain Sub-Recipient’s written assent to the change, either through a signed amendment or other written communication (e.g. Sub-Award Adjustment Notice (SAN)). Regardless of whether the Council has issued a signed amendment to Sub-Recipient or Sub-Recipient has provided a written communication to Council regarding its assent to the change, Sub-Recipient’s assent to the change will be deemed given if, after the Council has communicated a change to Sub-Recipient, Sub-Recipient submits an invoice or other request for payment to the Council or Sub-Recipient accepts payment from the Council.
 - 1. Certain minor changes to the Agreement may be initiated by the Council and do not require prior authorization or a written amendment to the Agreement. These changes include, but are not limited to: (a) changing the funding source for the project; or (b) changes implemented by the Council during project close-out or processing final payment for the project like: revising the project budget, revising the dollar amount sub-awarded to Sub-Recipient, or updating Appendix III. In the event that the Council needs to implement these types of changes, the Council does not have to obtain Sub-Recipient’s written assent in advance; however, the Council will notify Sub-Recipient of the change so that Sub-Recipient has the information for its records. It is within the Council’s sole discretion to determine which minor changes to the Agreement require an amendment and which can be effected as stated in Paragraph 10, Part (a)(vi). If the Agreement includes the provision of grant funds, then a change that will result in an increase in the total amount paid by the Council for the project to Sub-Recipient is not a “minor change.” If the Agreement is for the provision of grant-funded equipment or supplies only, then any update to Appendix III is considered a “minor change”, even if the change results in an increase in the total value of the Agreement.

2. In the event that MoOHS, FEMA, or DHS implement changes to the Council's grant agreement or grant budget, and these changes affect the terms of the Agreement, the Council will notify Sub-Recipient of the change and the change will take effect immediately upon the date provided in the Council's notification to Sub-Recipient. In the event of this type of change, the Council does not need to obtain Sub-Recipient's written assent to the change. The Council's notification will be in writing.
- c. *Other Requests.* In the event that either party needs to seek approval for changes or request other changes or authorizations that are not specifically noted in Paragraph 10, the party shall submit its written request to the other party's point of contact designated in Paragraph 16, Part (a)(i)(1) or (a)(ii)(1), as applicable. The party's request must include both a detailed description of the change or other item for which approval is sought and a rationale/justification for the request. The party receiving the request will notify the party making the request in writing of its decision.

11. Disputes, Remedies & Termination.

- a. *Disputes.* Any dispute concerning a question of fact arising under the Agreement that is not disposed of by the Parties' mutual agreement must be decided by the Executive Director, East-West Gateway Council of Governments, who shall mail or otherwise furnish a copy of its decision to Sub-Recipient. This decision will be final and conclusive unless Sub-Recipient mails or otherwise furnishes a written appeal concerning the question of fact to the Executive Director. Sub-Recipient shall submit its written appeal to the Council within thirty (30) calendar days of Sub-Recipient's receipt of a copy of the Executive Director's decision. The Executive Director shall arrange a formal hearing within fifteen (15) calendar days after the Executive Director's receipt of Sub-Recipient's appeal. The hearing officer must be a person mutually agreed upon by the Executive Director and Sub-Recipient. The hearing officer will send both Sub-Recipient and the Executive Director a notice that specifies the date, time, and place for the hearing. The hearing officer's notice must be sent not less than five (5) business days in advance of the hearing. At the hearing, Sub-Recipient and the Council will have the right to present witnesses and give evidence concerning questions of fact. The hearing officer shall give their decision to both Parties within five (5) business days of the close of the hearing. Pending final decision of an appeal to the Executive Director, Sub-Recipient shall proceed diligently with the performance of the Agreement. Nothing in this Paragraph 11, Part (a) will be construed as the Executive Director or hearing officer making final decisions regarding any questions of law. "Receipt" is defined in Paragraph 16, Part (c)(ii)(2).
- b. *Remedies.* Where Sub-Recipient violates, breaches, or otherwise fails to comply with the terms of the Agreement, the Council, in its sole discretion, may:
 - i. terminate or suspend the Agreement, in whole or in part,
 - ii. order a stoppage of the work,
 - iii. repossess or require Sub-Recipient to transfer ownership of any grant-funded equipment, supply cache, or supplies,

- iv. recommend that the funding agency initiate suspension or debarment proceedings against Sub-Recipient,
 - v. deem Sub-Recipient ineligible to receive any further sub-awards from the Council until the deficiency is corrected, or
 - vi. pursue any other available legal or equitable remedy.
- c. *Termination.*
- i. In accordance with Paragraph 11, Part (c), the Council may, in its sole discretion, terminate the Agreement for default or convenience. The termination may be of the Agreement in whole or in part.
 - 1. Default means Sub-Recipient commits any one or combination of the actions described in Paragraph 11, Parts (c)(i)(1)(a) – (g).
 - a. Sub-Recipient has failed or is failing to perform. “Has failed or is failing to perform” means:
 - i. Sub-Recipient has not met or is not meeting project deadlines,
 - ii. Sub-Recipient has not complied or is not complying with the requirements for grant-funded items described in Appendix V,
 - iii. Sub-Recipient has not complied or is not complying with the reporting requirements defined in Paragraph 8.
 - iv. Sub-Recipient has not complied or is not complying with the monitoring provision described in Paragraph 15, Part (a)(iii).
 - b. Except for the provisions noted in Paragraph 11, Part (c)(i)(1)(g), Sub-Recipient has violated or is violating a provision of the Agreement.
 - c. Sub-Recipient has not complied or is not complying with any federal, state, or local laws or any regulations that are pertinent to the Agreement, as the noncompliance is determined by the Council, MoOHS, FEMA, or DHS.
 - d. Sub-Recipient has engaged in or is engaging in the unauthorized use of grant-funded items which means that Sub-Recipient has used or is using the grant-funded equipment, supply cache, or supplies for any purpose other than that provided for in the Agreement.

- e. Sub-Recipient engaged in or is engaging in a misrepresentation of any type during the sub-award process, the invoicing / billing process, or the reporting process, which if known to the Council, MoOHS, FEMA, or DHS would have resulted in the Council not issuing a sub-award to Sub-Recipient or the Council not providing grant-funded equipment, supply cache, or supplies to Sub-Recipient.
 - f. Sub-Recipient has failed or is failing to disclose a/an:
 - i. after-discovered conflict of interest,
 - ii. erroneous certification,
 - iii. violation described in Paragraph 8, Part (c), or
 - iv. debarment / suspension action initiated or instituted by any state or federal government entity.
 - g. Sub-Recipient has violated or is violating Paragraph 2, Part (b), any part of Paragraph 12, or any part of Paragraph 13.
2. Convenience means whenever it is in the best interest of the Council, including but not limited to:
- a. at any time when MoOHS or DHS, including any of its agencies, cancels, rescinds, terminates, or otherwise modifies the agreement that it has with the Council whether in whole or in part,
 - b. at any time when MoOHS, FEMA, or DHS does not have or does not provide funding for the project,
 - c. if MoOHS, FEMA, or DHS does not provide the approvals required by Paragraph 15, Part (a)(iv), or
 - d. at any time when the Council no longer desires to support the project or to support Sub-Recipient's efforts for the project.
- ii. **Cure Period.** Except as indicated in provisions of the Agreement that an immediate termination of the Agreement is permitted, upon Sub-Recipient's default of the Agreement, the Council will provide Sub-Recipient a cure period as follows:
- 1. For a default described in Paragraph 11, Part (c)(i)(1)(a), Sub-Recipient will have a cure period of forty-eight (48) hours (or a longer period as the Council may allow) after Sub-Recipient's receipt from the Council of a written notice specifying the default.
 - a. **Exception.** Upon Sub-Recipient's fourth (4th) failure to meet a project deadline, the Council may, in its sole discretion, immediately terminate the Agreement without providing Sub-Recipient any period to cure the default. This exception applies even if the Council has not previously provided Sub-Recipient a written notice of default. "Failure to meet a project deadline"

means Sub-Recipient does not meet a project deadline and the Council has not provided an express written approval that extends the deadline. The Council's approval must be provided as stated in Paragraph 10.

2. For a default described in Paragraph 11, Parts (c)(i)(1)(b), Sub-Recipient will have a cure period of seven (7) business days (or a longer period as the Council may allow) after Sub-Recipient's receipt from the Council of a written notice specifying the default.
3. For a default described in Paragraph 11, Parts (c)(i)(1)(c) – (g), Sub-Recipient will not be provided a cure period, and the Council may, in its sole discretion, immediately terminate the Agreement without any penalty to the Council.
4. **Failure to Cure a Default.** If Sub-Recipient fails to cure a default within the cure period specified in Paragraph 11, Parts (c)(ii)(1) – (2), then the Council, in its sole discretion, may immediately terminate the Agreement without any penalty to the Council.

- iii. Any termination must be effected by the Council's delivery to Sub-Recipient of a written notice specifying whether termination is for the default of Sub-Recipient or for the convenience of the Council and the extent to which the Agreement is terminated ("Termination Notice"). The termination will be effective upon Sub-Recipient's receipt of the Termination Notice. "Receipt" is defined in Paragraph 16, Part (c)(ii)(2).

12. Conflicts of Interests & Gratuities.

a. *Conflicts of Interests.*

- i. **Interest of Sub-Recipient.** Sub-Recipient covenants that it presently has no interest and shall not acquire any interest (direct or indirect) which would conflict in any manner or degree with the work Sub-Recipient must perform under the Agreement. In the performance of the Agreement, Sub-Recipient will not employ any person having these types of interests. Sub-Recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of a personal or organizational conflict of interest or personal gain.
- ii. **Interest of Members of or Delegates to Congress.** Sub-Recipient shall not admit any members of or delegates to the Congress of the United States to any share or part of the Agreement or to any benefit arising from the Agreement.

- b. *Gratuities.* If the Council finds that Sub-Recipient or any agent or representative of Sub-Recipient offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the Council (including the St. Louis Area Regional Response System or "STARRS"), MoOHS, FEMA, or DHS and the gratuities were given

with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of the Agreement, then the Council may immediately terminate the Agreement and may pursue other rights and remedies provided by law or under the Agreement. The Council's finding must be reached after the Council provides notice to Sub-Recipient and conducts a hearing on the matter.

13. Certifications.

a. *Lobbying Certification.*

- i. Sub-Recipient certifies compliance with 31 U.S.C. § 1352, and implemented at 44 CFR Part 18 covering government-wide restrictions on lobbying, which provides that no federal appropriated funds have been paid or will be paid, by or on behalf of Sub-Recipient, to any person for influence or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- ii. Sub-Recipient further certifies that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- iii. This certification is a material representation of fact upon which reliance was placed when the Council determined whether to enter into this transaction. Sub-Recipient's submission of this certification is a prerequisite for the Council making or entering into this transaction, as the requirement is imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure to file the required certification.
- iv. Sub-Recipient shall include the language of Paragraph 13, Parts (a)(i) – (iii) in the contracts documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative contracts) and that all subcontractors shall certify and disclose accordingly.
- v. **Prohibition on Lobbying.** Sub-Recipient shall not use any federal funds, either directly or indirectly in support of the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval of the Council, MoOHS, FEMA, or DHS.

- b. *Debarment, Suspension and Other Responsibility Matters Certification.*
- i. Sub-Recipient certifies that:
1. it will comply with Executive Order 12549, Executive Order 12689, and 2 CFR Part 180 as supplemented by 2 CFR Part 3000,
 2. to the best of its knowledge and belief, it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency,
 3. it shall not knowingly enter into any lower tier covered transaction with a person who is or an entity that is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing, by the Council, and
 4. it shall review the “Excluded Parties Listing System” at <https://sam.gov/content/home> and the Missouri “Suspended Vendors List” at <https://purch.oa.mo.gov/media/pdf/suspendeddebarred-vendors> to ensure that it does not enter into any lower tier covered transaction with a person who or firm that is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- ii. Sub-Recipient’s certification is a material representation of fact upon which reliance was placed when the Council determined whether to enter into this transaction. If it is later determined that Sub-Recipient knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Council may terminate the Agreement for cause. Sub-Recipient shall provide immediate written notice to the Council if at any time Sub-Recipient learns that its certification was erroneous because of changed circumstances.
- iii. Sub-Recipient shall include Paragraph 13, Parts (b)(i)(1) – (4) in all lower tier covered transactions and in all solicitations for lower tier covered transactions. Sub-Recipient may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless Sub-Recipient knows the certification is erroneous.
- c. *Federal Debt Status Certification.* In order to be eligible to receive payments under the Agreement, Sub-Recipient must be non-delinquent in its repayment of any federal debt, including but not limited to, delinquent payroll and other taxes, audit disallowances, and benefits overpayments. Sub-Recipient certifies that it is not currently delinquent in its repayment of any federal debt and shall notify the Council immediately if Sub-Recipient will be in breach of this Paragraph 13, Part (c). The Council may immediately terminate the Agreement in the event that Sub-Recipient breaches this Paragraph 13, Part (c).
- d. *Non-Supplanting Certification.* Sub-Recipient certifies that the federal financial assistance anticipated under the Agreement will be used to supplement existing local funds or resources and will not be used to replace (supplant) local funds or resources

that have been appropriated for the same purpose. Sub-Recipient shall provide, upon the Council's request, documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal financial assistance.

- e. *Duplication of Benefits Certification.* Sub-Recipient is required to comply with 2 CFR Part 200 § 200.405(c) which provides that any cost allocable to a particular federal award or cost objective under the principles provided for in the CFR may not be charged to other federal awards in order to overcome fund deficiencies. Sub-Recipient certifies that it will comply with these requirements and acknowledges that, in the event that Sub-Recipient fails to so comply, the Council may immediately terminate the Agreement.

14. Inspections and Access to Records & Records Retention.

- a. *Inspections and Access to Records.* Sub-Recipient shall allow the Council, MoOHS, FEMA, DHS, the Comptroller General of the United States, or any of these entities' duly authorized representatives, to review and inspect the work performed under the Agreement or the grant-funded equipment, supply caches, or supplies. Sub-Recipient shall also provide each entity access to Sub-Recipient's premises and all documents, papers, or other records of every description which are pertinent to the Agreement. Sub-Recipient will grant this access to each entity for purposes of the entity making audits, examination, excerpts, and transcriptions. This right of access also includes timely and reasonable access to Sub-Recipient's personnel for the purpose of interview and discussion related to the records. Each entity's inspection may occur at any time. The Council, if prior notice is warranted and possible, will notify Sub-Recipient in advance of the Council's intent to conduct an inspection. The right of access to conduct inspections, audits, examinations, etc. that is described in this Paragraph 14, Part (a) shall remain in place for as long as the records are retained by Sub-Recipient or for the term described in Paragraph 2, Part (b), whichever is the longer period, and does not expire at the end of the records retention period described in Paragraph 14, Part (b).
- b. *Records Retention.*
 - i. Sub-Recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement. Sub-Recipient shall retain these records for at least five (5) years from the date provided by the Council in writing. Sub-Recipient's retention is required for purposes of state and federal examination and audit. Sub-Recipient may retain the records in an electronic, machine readable format.
 - ii. The retention requirement extends, but is not limited to, books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, cancelled checks, and related documents and records. Source documents include copies of the Agreement and Sub-Recipient's financial and narrative reports. Personnel and payroll records include the time and attendance reports for all individuals paid as part of the project, whether the individuals are employed full-time or part-time.

- iii. If any litigation, claim, negotiation, audit, or other action involving the records has started before the expiration of the five (5) year retention period described in Paragraph 14, Part (b)(i), then Sub-Recipient shall retain the records until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- iv. The records retention period may be extended if Sub-Recipient is notified in writing by the Council that the records retention period has been extended. The Council's written notice will specify the time frame for the extended records retention period.
- v. Sub-Recipient shall adequately protect records against fire or other damage.

15. Administrative & Statutory and Regulatory Requirements.

a. *Administrative Requirements.*

- i. **Council, MoOHS, and DHS Requirements.** Sub-Recipient shall at all times comply with all applicable MoOHS, FEMA, and DHS regulations, policies, procedures, and directives, including without limitation, the requirements provided in the Omni Circular, administrative requirements of MoOHS's "Administrative Guide for Homeland Security Grants" and Information Bulletins, as each may be amended or updated from time-to-time and that are available at: dps.mo.gov/dir/programs/ohs/grantstraining; and any other regulations, policies, procedures, and directives that govern the project whether listed directly or by reference in the Agreement. Sub-Recipient acknowledges and understands that the administrative requirements of MoOHS **are effective upon issuance**, and that Sub-Recipient shall comply with the then-current requirements. Sub-Recipient's failure to so comply will constitute a material breach of the Agreement.
- ii. **Incorporation of MoOHS Agreement.** All contractual provisions required by MoOHS, FEMA, or DHS are set forth in Appendix IV. Sub-Recipient shall comply with Articles 2 through 43 of Appendix IV and shall include each of these provisions in any subcontract that Sub-Recipient enters into under the Agreement. Except when the Agreement provides more restrictive terms, all of the MoOHS, FEMA, or DHS mandated terms will be deemed to control in the event of a conflict with other provisions contained in the Agreement. Sub-Recipient shall not perform any act, fail to perform any act, or refuse to comply with any Council requests that would cause the Council to be in violation of Appendix IV.
 - 1. **Law Enforcement Agency Sub-Recipients.** Sub-Recipients that are law enforcement agencies must comply with the requirements of section 12(c) of Executive Order 14074. Sub-Recipient law enforcement agencies are also encouraged to adopt and enforce policies consistent with Executive Order 14704 to support safe and effective policing. Sub-Recipients that are law enforcement agencies must also comply with Missouri Department of Public Safety, OHS, specific provisions governing law enforcement agencies, as applicable. If applicable, the requirements will be described in Appendix IV.

2. **Fire Protection Agency Sub-Recipients.** Sub-Recipients that are fire protection agencies, must comply with Missouri Department of Public Safety, OHS, specific provisions governing fire protection agencies, as applicable. If applicable, the requirements will be described in Appendix IV.
- iii. **Sub-Recipient Risk Assessment and Monitoring.**
1. **Sub-Recipient Risk Assessment.** Pursuant to the Omni Circular § 200.231(b) the Council conducted a risk assessment of Sub-Recipient and assigned Sub-Recipient a risk rating with respect to Sub-Recipient’s ability to comply with the requirements expressed in the Agreement and that govern the grant program. Based on the Council’s assessment, Sub-Recipient was assigned a low risk rating; therefore, the Agreement does not include any special terms or conditions.
 - a. **Risk Rating Modification.** The Council may modify Sub-Recipient’s risk rating based on the results of the monitoring. If the Council modifies Sub-Recipient’s to a level that requires additional monitoring or special terms and conditions, the Council will notify Sub-Recipient in writing via a method described in Paragraph 16, Part (c)(i). If special terms and conditions need to be added to the Agreement, the changes must be implemented through a written amendment to the Agreement signed by both Parties.
 2. **Monitoring.** Throughout the term of the Agreement described in Paragraph 2, Part (a) and the period described in Paragraph 2, Part (b), the Council will conduct regular monitoring of Sub-Recipient, which may include site visits. Sub-Recipient must cooperate in the Council’s efforts to conduct the monitoring. Sub-Recipient’s cooperation includes, but is not limited to:
 - a. providing the Council timely access to Sub-Recipient’s facilities and records that pertain to the Agreement;
 - b. providing, in a timely manner, copies of documents, reports, and other materials that pertain to the Agreement;
 - c. making its staff available to meet with the Council during the monitoring; and
 - d. timely responding to the Council’s requests for information.
- iv. **Environmental and Historic Preservation (“EHP”) Reviews.**
1. **EHP Approval Required.** The project anticipated by the Agreement does not include work that is subject to EHP review and approval. Sub-Recipient may not begin any work at the Project Site(s) that may require an EHP review and approval until it has been notified in writing by the Council that the EHP approval has been obtained for the Project Site(s) or that an EHP approval is not required for the Project Sites(s) and the

Agreement has been amended to include the required work. Sub-Recipient shall comply with all conditions placed on the project as a result of the EHP review or any subsequent EHP modification review.

2. **Modifications.** Once Sub-Recipient has notified the Council of the Project Site(s) and MoOHS / FEMA has either provided its EHP approval for the Project Site(s) or has indicated that an EHP approval is not required for the Project Sites(s), any change to the approved project scope of work, as described in Paragraph 3, Part (b), or the Project Site(s) will require re-evaluation for compliance with the EHP requirements.
 - a. Sub-Recipient must not undertake any changes to the approved scope of work or the Project Site(s) without the prior written approval of one of the Council's authorized officials as designated in Paragraph 10, Part (a). Sub-Recipient shall notify the Council in writing, no less than seven (7) calendar days after Sub-Recipient becomes aware that a change to the approved scope of work or the Project Site(s) is required or needed. Sub-Recipient must submit its notification to the Council's point of contact designated in Paragraph 16, Part (a)(i)(1).
 - b. In the event that changes to the scope of work or the Project Site(s) are required, Sub-Recipient must cease all work for the project until Sub-Recipient is notified in writing by the Council that an EHP modification has been provided by MoOHS / FEMA and that Sub-Recipient is authorized to continue the project work.
3. **Ground Disturbance.** Ground disturbance activities are not anticipated for the project and are not authorized. If ground disturbance activities occur during project implementation, Sub-Recipient must immediately cease project work in that area and notify the Council in writing. Sub-Recipient may not continue the project work unless and until it has received written authorization from the Council. Sub-Recipient must submit its notification to the Council's point of contact designated in Paragraph 16, Part (a)(i)(1).
4. **Ineligible Costs.** *Any installation activities or ground disturbance activities that have been initiated before the full EHP review and approval or any installation activities or ground disturbance activities that have been initiated before any required EHP modification is obtained could result in a non-compliance finding. Additionally, the costs associated with the unauthorized / non-approved activities may be deemed ineligible for reimbursement. If the costs are deemed ineligible by the Council, MoOHS, FEMA, or DHS, these costs shall*

become the sole responsibility of Sub-Recipient. If the Council has reimbursed Sub-Recipient for any costs associated with the unauthorized / non-approved activities, then Sub-Recipient must return to the Council all amounts paid by the Council, plus an amount due for any interest that is charged to the Council by the funding agency for these ineligible costs.

5. **Cooperation Required.** Sub-Recipient must cooperate fully with the Council, MoOHS, FEMA, DHS, or any combination of these entities during the EHP review or any EHP modification review process, including, but not limited to: providing all requested documentation and information, granting access to the Project Site(s), and fulfilling information requests in a timely manner.

- v. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Sub-Recipient, and any of its subcontractors, subconsultants, consultants, vendors, etc., will comply with the Omni Circular, §§ 200.216, 200.327, 200.471, and Appendix II, as amended, the prohibitions described in § 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, P.L. 115-232, and FEMA Policy #405-143-1 that prohibit contracting for covered telecommunications equipment or services. The terms expressed in Appendix A of FEMA Policy #405-143-1 are incorporated by reference into and made a part of the Agreement. Sub-Recipient shall include the language of Paragraph 15, Part (a)(v) in the contract documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative contracts). The full text of FEMA Policy #405-143-1 and Appendix A are available at:
www.fema.gov/sites/default/files/documents/fema_prohibitions-expending-fema-award-funds-covered-telecommunications-equipment-services.pdf.

- vi. **Domestic Preferences for Procurements.** Sub-Recipient, and any of its subcontractors, subconsultants, consultants, vendors, etc., will comply with the Omni Circular, § 200.322, as amended, the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act, and Executive Order 14005 which require that, to the extent appropriate and consistent with law and to the greatest extent practicable, Sub-Recipient and any of its sub-recipients, consultants, vendors, or subcontractors, will purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufacture products) when procuring goods under the Agreement. Sub-Recipient shall include the language of Paragraph 15, Part (a)(vi) in the contract documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative contracts).

- vii. **Terrorist Financing.** Sub-Recipient must comply with Executive Order 13224 and U.S. laws that prohibit transaction with, and the provision of resources and support to, individuals and organizations associated with terrorism. Sub-Recipient is legally responsible to ensure compliance with the Order and laws.

b. *Statutory and Regulatory Requirements.*

i. **Civil Rights.**

1. **Nondiscrimination Statutes, Orders, and Regulations.** As required by federal law, Sub-Recipient certifies that it will comply with all applicable federal and state statutes, executive orders, and regulations, relating to nondiscrimination and equal opportunity, including, but not limited to those described in Articles 5, 6, 8, 9, 14, 23, 26, and 31 of Appendix IV.
2. **Equal Employment Opportunity.** Sub-Recipient shall comply with the requirements of Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented by U.S. Department of Labor ("DOL") regulations (41 CFR Chapter 60).
3. **Nondiscrimination Assurances.**
 - a. Sub-Recipient shall not discriminate on the basis of race, color, national origin, religion, sex, disability, or age of an individual in the performance of the Agreement. Sub-Recipient shall carry out the applicable requirements of 6 CFR Part 21 in the award and administration of DHS assisted contracts.
4. Sub-Recipient's failure to carry out the requirements set forth in Paragraph 15, Part (b)(i) will constitute a breach of contract and the Council may enforce certain remedies against Sub-Recipient including, but not limited to, those remedies expressed in Paragraph 11, Part (b).

- ii. **Freedom of Information and Missouri Sunshine Act.** Sub-Recipient understands and acknowledges that the Missouri Sunshine Act ("Sunshine Act"), Section 610-010 *et seq.* RSMo, may apply to the information and documents, both paper and electronic, submitted to the Council regarding the work performed under the Agreement. All materials submitted to the Council that are related to the project work will become agency records and are or may be subject to the Sunshine Act and to public release through individual Sunshine Act requests, unless the Council determines that a valid exemption under the Sunshine Act applies. The Council has adopted a presumption of disclosure; therefore, the Council does not consent to honor any "routine" confidentiality statements that may appear on any printed or electronic documents or correspondence (e.g. letters, e-mails) that accompany the submission of project information, absent a requirement under federal or state law or regulation that the information must be kept confidential. Sub-Recipient shall clearly and specifically mark genuinely confidential or privileged information and shall justify the information as confidential or privileged. The Council will review the documents and information that are the subject of each Sunshine Act request, as permitted by federal or state law or regulation, and determine the extent to which the Council must or should exercise its discretion and withhold those documents. Further, Sub-Recipient understands and acknowledges that the applicability of the Sunshine Act or the Council's exercise of discretion to withhold a document does not affect MoOHS's, FEMA's, or DHS's right to make

a separate determination about the disclosure of a document related to the project under the Sunshine Act or the Federal Freedom of Information Act (“FOIA”), 5 U.S.C. § 552; however, if MoOHS, FEMA, or DHS makes the determination that a document may be disclosed under the Sunshine Act or FOIA, the Council will presume that the document is subject to disclosure under the Sunshine Act unless Sub-Recipient demonstrates otherwise.

- iii. **Audit Required.** If, during its fiscal year, Sub-Recipient expends \$1,000,000 or more of federal financial assistance from all sources, including federal funds and grant-funded equipment, supply caches, or supplies received under the Agreement, Sub-Recipient is required to have an independent annual single or program-specific audit conducted in accordance with the Omni Circular, specifically 2 CFR Part 200, Subpart F – *Audit Requirements* (“Subpart F”). **Sub-Recipient shall submit a copy of its audit report to the Council via mail or e-mail or provide the Council with an internet link to the audit report via e-mail within thirty (30) calendar days after Sub-Recipient receives a copy of its auditor’s report.** Subject to the requirements of the Omni Circular Subpart F, if Sub-Recipient expends less than \$1,000,000 of federal financial assistance in its fiscal year, then Sub-Recipient may be exempt from the auditing requirements for that year; however, records must be available for review or audit by applicable state and federal authorities. If Sub-Recipient is exempt from the auditing requirements, then Sub-Recipient shall submit to the Council a letter certifying that Sub-Recipient is exempt from the auditing requirements. If this letter is required, then Sub-Recipient shall submit its letter to the Council no less often than annually during the performance period. Sub-Recipient’s audit report or letter must be submitted to the Council’s point of contact designated in Paragraph 16, Part (a)(i)(1). The Council reserves the right to independently audit or review the expenditures made under the Agreement.
- iv. **Copyrights.** Under 2 CFR Part 200 § 200.315(b), DHS / FEMA reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to reproduce, publish, or use, for federal government purposes, the copyright in any work developed under the Agreement and any rights of copyright to which Sub-Recipient purchases ownership with the funds, whether in whole or in part, under the Agreement. Unless broader rights are granted elsewhere in the Agreement, the Council, at a minimum, reserves the same right that is granted to DHS / FEMA under this Paragraph 15, Part (b)(iv).
- v. **Patents.** In the event that the work Sub-Recipient completes under the Agreement results in a discovery or an invention or a discovery or invention arises or is developed during the course of the Agreement, then Sub-Recipient shall comply with all relevant federal laws, regulations, executive orders, or memorandums that pertain to the federal government’s rights with regard to inventions or discoveries that arise from, are developed during the course of, or are created under an agreement supported in whole or in part with federal funds. Specifically, Sub-Recipient will adhere to the Bayh-Dole Act, 35 U.S.C. §§ 200 *et seq.*, as amended, and implementing regulations at 2 CFR Part 200 § 200.315(c) and 37 CFR Part 401. Sub-Recipient shall promptly report inventions or discoveries to the Council, but in no event shall Sub-Recipient make this

report later than seven (7) calendar days after a report is required; this report must be made in accordance with Paragraph 16, Part (c)(i). Sub-Recipient shall cooperate fully with the Council, MoOHS, FEMA, or DHS as it pertains to the federal government determining its rights to any patentable materials or items. As stated in 37 CFR Part 401.14, at a minimum, DHS / FEMA reserves a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world. Unless broader rights are granted elsewhere in the Agreement, the Council, at a minimum, reserves the same license that is granted to DHS / FEMA under this Paragraph 15, Part (b)(v).

- vi. **Other Data.** DHS / FEMA has the right to obtain, reproduce, publish, or otherwise use the data produced under the Agreement and to authorize others to receive, reproduce, publish, or otherwise this data for federal government purposes. Unless broader rights are granted elsewhere in the Agreement, the Council, at a minimum, reserves the same right that is granted to DHS / FEMA under this Paragraph 15, Part (b)(vi). As described in 2 CFR Part 200 § 200.315 (e), Sub-Recipient is required to provide to the Council, DHS, FEMA, or any of these entities' duly authorized representatives a copy of research data produced under the Agreement.
- vii. **Clean Air Act and Federal Water Pollution Control Act.**
 - 1. Sub-Recipient shall comply with all applicable standards, orders, and regulations issued under the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.* Sub-Recipient shall report each recognized violation to the Council and understands and the Council will, in turn, report each recognized violation as required to assure notification to DHS or FEMA and the appropriate Environmental Protection Agency Regional Office.
 - 2. Sub-Recipient shall include these requirements in each subcontract made under the Agreement that exceeds \$150,000.
- viii. **Labor Statutes and Regulations.** As applicable, Sub-Recipient shall comply and ensure compliance on behalf of its employees, with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) as supplemented by U.S. DOL regulations (29 CFR Part 5), the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) as supplemented by DOL regulations (29 CFR Part 3), and Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708) as supplemented by DOL regulations (29 CFR Part 5).

16. Contact Information, Mailing Addresses & Notices.

a. *Contact Information.*

i. **The Council's Point of Contact.** The Council's points of contact are as follows:

1. The point of contact for reports (e.g. inventory reports, mileage logs, progress reports) and questions regarding the provisions of the Agreement, budgeting, and approvals / authorizations is Leah Watkins, East-West Gateway Council of Governments, 1 S. Memorial Drive, Suite 1600, St. Louis, MO 63102; leah.watkins@ewgateway.org; 314-421-4220 (phone) or 314-231-6120 (fax).
2. The project point of contact is Samantha Lewis, Director of Regional Security / STARRS, 1 S. Memorial Drive, Suite 1600, St. Louis, MO 63102; samantha.lewis@ewgateway.org; 314-421-4220 (phone) or 314-231-6120 (fax).

ii. **Sub-Recipient's Point of Contact.** Sub-Recipient's points of contact are as follows:

1. The point of contact is Brian Strubberg, City of St. Charles Fire Department, 3201 Boschertown Rd., St. Charles, MO 63301; brian.strubberg@stcharlescitymo.gov; 314-608-5834.

iii. **Changes to Points of Contact or Addresses.** The Parties shall inform each other of any changes in points of contact and contact information, including the organization's name, address, telephone number, and e-mail. This notice may be given by one or both of a fax or an e-mail to the point of contact identified in Paragraph 16, Part (a)(i)(1) or (ii)(1), respectively, or one of the methods noted in Paragraph 16, Part (c)(ii).

b. *Mailing Addresses.* The mailing addresses of the Council and Sub-Recipient are as follows:

i. **The Council:**

Executive Director
East-West Gateway Council of Governments
1 S. Memorial Drive, Suite 1600
St. Louis, MO 63102

ii. **Sub-Recipient:**

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

c. *Notices.*

- i. **Faxed / E-mailed Notices Allowed.** Except as described in Paragraph 16, Part (c)(ii), any written notices, requests, or authorizations (together referred to as “Notices”) that are described in the Agreement may be submitted and received via fax or e-mail. Notices described in this Paragraph 16, Part (c)(i) will be effective upon first receipt, unless otherwise specified in the Agreement. For Notices described in this Paragraph 16, Part (c)(i), “receipt” means when the Notice is received by the designated point of contact of either Sub-Recipient or the Council as evidenced by the date and time stamp electronically assigned to the fax or e-mail.
- ii. **Mailed / Delivered Notices Required.**
 1. Notices required by Paragraph 11, except for a Termination Claim described in Paragraph 11, Part (c)(iv)(7) and a request described in Paragraph 11, Part (c)(iv)(7)(a), will be deemed given only if given in writing, and delivered to the party’s address noted in Paragraph 16, Part (b) by:
 - a. hand delivery,
 - b. Federal Express (“FedEx”), United Parcel Service (“UPS”), or similar service, or
 - c. U.S. Postal Service registered or certified mail, postage prepaid and return receipt requested.
 2. Notices described in Paragraph 16, Part (c)(ii)(1) will be effective upon first receipt, unless otherwise specified in the Agreement. For notices described in Paragraph 16, Part (c)(ii)(1), “receipt” means when the notice arrives at the address noted in Paragraph 16, Part (b), as indicated by the first of either one of: the signature of a person employed by or designated by the Council or Sub-Recipient, or the delivery date noted on mail/delivery service tracking receipt/slip/other tracking document including internet based or electronic documents (i.e. e-mail or information downloaded from a website).

17. General Terms.

- a. *Flow Down Provisions.* Sub-Recipient shall include certain provisions of the Agreement, including the Appendices, in all subcontracts that Sub-Recipient enters into under the Agreement. Sub-Recipient will coordinate with the Council to ensure that all of the required flow-down provisions are properly included in any subcontract Sub-Recipient issues under the Agreement.

- b. *Information Obtained Through Internet Links.* The Council does not guarantee the accuracy of the information accessed through the internet links provided in the Agreement. Sub-Recipient understands that any information it obtains through an internet link contained in the Agreement may not represent an official version of the federal law, state law, regulation, or directive and may be inaccurate; therefore, any information obtained through an internet link is neither incorporated by reference nor made a part of the Agreement unless the information represents the official version of the law, regulation, or directive.
- c. *Federal Changes.* The Council and Sub-Recipient understand that federal laws, regulations, and directives applicable on the date on that DHS awards federal assistance for the Agreement may be modified from time-to-time. In particular, new federal laws, regulations, and directives may become effective after the effective date of the Agreement. The most recent of the federal laws, regulations, and directives will apply to the administration of the Agreement at any particular time, except to the extent that DHS determines otherwise in writing.
- d. *No Obligation by the Federal Government.*
 - i. The Council and Sub-Recipient acknowledge that, despite any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to the Agreement and will not be subject to any obligations or liabilities to the Council, Sub-Recipient, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying agreement.
 - ii. Sub-Recipient shall include Paragraph 17, Part (d)(i) in each subcontract financed in whole or in part with federal funds provided by DHS. Sub-Recipient shall not modify Paragraph 17, Part (d)(i), except to identify the subcontractor that will be subject to its provisions.
- e. *Assignability.* Sub-Recipient shall not assign, transfer, or delegate any interest in the Agreement without the prior written consent of the Council.
- f. *Governing Law.* The Agreement will be interpreted under and governed by the laws of the State of Missouri.
- g. *Jurisdiction and Venue.* Any action at law, suit in equity, or other judicial proceeding to enforce or construe the Agreement, or regarding its alleged breach, will be instituted only in the Circuit Court of St. Louis City, Missouri.
- h. *Waiver.* No waiver by either party of any default will be deemed as a waiver of any prior or subsequent default of the same or other provisions of the Agreement, or of the Parties' right to insist on strict compliance with the Agreement after a waiver is given.
- i. *Agreement Binding on Successors.* Unless otherwise prohibited by the Agreement, the Agreement will be binding upon and will inure to the benefit of the Parties of the Agreement, their heirs, administrators, and successors.

- j. *Integration.* The Agreement constitutes the entire understanding of the Parties, and revokes and supersedes all prior agreements between the Parties and is intended as a final expression of their agreement. It may not be modified or amended except in writing and when accomplished in accordance with Paragraph 10.
- k. *Survival of Terms.* All provisions of the Agreement which by their nature should survive termination or expiration of the Agreement will survive, including but not limited to: provisions regarding equipment and supplies, liability and insurance coverage, indemnification, copyrights, patents, other data, audits, inspections, access to records, retention of records, and sub-recipient monitoring.
- l. *Severability.* In the event that any of the terms or provisions of the Agreement are declared void or unenforceable for any reason, the remaining terms and provisions of the Agreement will remain in full force and effect and will not be affected by the declaration.

Appendix II: Federal Award Information

This Appendix II: Federal Award Information provides the information about the Federal sources of funding for the East-West Gateway Council of Governments and City of St. Charles, Missouri Financial Assistance Sub-Award Agreement.

Grant Year & Name	FAIN	Award Date(s)	Award Amount
2024 Urban Area Security Initiative (UASI)	EMW-2024-SS-05013	09/01/2024 (Federal) ; 11/08/2024 (State)	\$3,240,191.60

Appendix III: Equipment & Supplies List

This Appendix III: Equipment & Supplies List describes the grant-funded equipment or supplies that East-West Gateway Council of Governments will provide to the City of St. Charles, Missouri under the terms of the Financial Assistance Sub-Award Agreement.

Item Description	Purpose / Project	Item Type (Equipment or Supply)	QTY	Per Unit Cost	Per Unit Discounts	Per Unit Acquisition Cost	Total Acquisition Costs	Project Site(s)	ALN #	Grant Year & Name	FAIN	
Urban Search and Rescue Equipment (Calibration, Air Bags, Multi-Gas Monitors)	Urban Search & Rescue	Equipment	10	\$2,361.00	\$0.00	\$2,361.00	\$23,610.00	3201 Boschertown Rd., St. Charles, MO 63301	97.067	2024 Urban Areas Security Initiative (UASI)	EMW-2024-SS-05013-U1	
Urban Search and Rescue Supplies	Urban Search & Rescue	Supplies	200	\$93.00	\$0.00	\$93.00	\$18,600.00	3201 Boschertown Rd., St. Charles, MO 63301	97.067	2024 Urban Areas Security Initiative (UASI)	EMW-2024-SS-05013-U1	
Hazmat Equipment (ERK Kits, Sustainment Items, and PPE)	Hazmat	Equipment	10	\$5,000.00	\$0.00	\$5,000.00	\$50,000.00	3201 Boschertown Rd., St. Charles, MO 63301	97.067	2024 Urban Areas Security Initiative (UASI)	EMW-2024-SS-05013-U1	
Total Acquisition Costs							\$92,210.00					



Missouri Department of Public Safety
Office of Homeland Security
DPS Grants
 P.O. Box 749, Jefferson City, MO 65101
 Telephone: 573-522-6125 Fax: 573-526-9012

SUBAWARD AGREEMENT

SUBRECIPIENT NAME East-West Gateway Council of Governments		DATE 11/08/2024	FEDERAL IDENTIFICATION NUMBER EMW-2024-SS-05013	OHS CONTROL NUMBER U1
ADDRESS 1 South Memorial Drive, Ste. 1600		UEI NUMBER YLHEWQ1A6DH4		
CITY St. Louis	STATE MO	ZIP CODE 63102		
TOTAL AMOUNT OF THE FEDERAL AWARD \$3,240,191.60		AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION \$3,240,191.60		
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT \$3,240,191.60		TOTAL APPROVED COST SHARING OR MATCHING \$0.00		
PROJECT PERIOD FROM 09/01/2024	PROJECT PERIOD TO 08/31/2027	FEDERAL AWARD DATE 09/01/2024		
PROJECT TITLE FY24 – St. Louis UASI		FUNDED BY FY 2024 Homeland Security Grant Program		
FEDERAL AWARDOING AGENCY Department of Homeland Security	PASS THROUGH ENTITY MO Department of Public Safety/Office of Homeland Security	IS THIS AWARD R&D YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	INDIRECT COST RATE YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> AMOUNT \$214,130.53	
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER 97.067		METHOD OF PAYMENT (Reimbursement – Advanced) Reimbursement		

CONTACT INFORMATION

DPS GRANT SPECIALIST		SUBRECIPIENT PROJECT DIRECTOR	
NAME Adriana Budean	NAME Samantha Lewis, Director of Regional Security/STARRS	ADDRESS (if different from above) 1 South Memorial Drive, Ste. 1600	
E-MAIL ADDRESS Ada.Budean@dps.mo.gov	CITY, STATE AND ZIP CODE St. Louis, MO 63102		
TELEPHONE (573) 522-1800	TELEPHONE (314) 421-4220	E-MAIL ADDRESS samantha.lewis@ewgateway.org	

SUMMARY DESCRIPTION OF PROJECT
 The purpose of the FY 2024 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization or community, but rather, require the combined effort of the whole community. The UASI Program assists high-threat, high density Urban Areas in efforts to build and sustain the capabilities necessary to prevent, protect against, mitigate, respond to, and recover from acts of terrorism.

AWARDING AGENCY APPROVAL

SUBRECIPIENT AUTHORIZED OFFICIAL

TYPED NAME AND TITLE OF DPS OFFICIAL Sandra K. Karsten, Director		TYPED NAME & TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL James Wild, Executive Director	
SIGNATURE OF APPROVING DPS OFFICIAL <i>Sandra K. Karsten</i>	DATE 01/02/2025	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL <i>James M. Wild</i>	DATE 12/09/2024 8:26 AM CST

THIS SUBAWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUBAWARD AGREEMENT THE SUBRECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.

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<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>Initial</small>  </div>

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Article 1 – Summary Description of Award

The purpose of the FY 2024 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

Article 2 – General Acknowledgements and Assurances

All subrecipients are required to follow the applicable revisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. 3002.10.

All subrecipients must acknowledge and agree to provide DHS/DPS/OHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. 200.337.

1. Subrecipients must cooperate with any DHS/DPS/OHS compliance reviews or compliance investigations.
2. Subrecipients must give DHS/DPS/OHS access to examine and copy records, accounts and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel.
3. Subrecipients must submit timely, complete, and accurate reports to the appropriate DHS/DPS/OHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions and/or federal awarding agency program guidance.

Article 3 – Acknowledgement of Federal Funding from DHS

Subrecipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

Article 4 – Activities Conducted Abroad

Subrecipients must coordinate with appropriate government authorities when performing project activities outside the United States and obtain all appropriate licenses, permits, or approvals.

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Article 5 – Age Discrimination Act of 1975

Subrecipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42, U.S.C. section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article 6 – Americans with Disabilities Act of 1990

Subrecipients must comply with the requirements of Titles, I, II and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended 42 U.S.C. sections 12101-12213), which prohibits subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article 7 – Best Practices for Collection and Use of Personally Identifiable Information (PII)

Subrecipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article 8 – Civil Rights Act of 1964 – Title VI

Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Subrecipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

Article 9 – Civil Rights Act of 1968

Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. section 3601 et seq.) which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 10 – Copyright

Subrecipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. section 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

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Initial
JW

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Article 11 – Debarment and Suspension

Subrecipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180, as adopted by DHS at 2 C.F.R. Part 3000. These regulations prohibit subrecipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 12 – Drug-Free Workplace Regulations

Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article 13 – Duplicative Costs

Subrecipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. section 200.403(f)). However, subrecipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 14 – Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Subrecipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

Article 15 – E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Subrecipient State or local law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Subrecipient State or local law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Article 16 – Energy Policy and Conservation Act

Subrecipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article 17 – False Claims Act and Program Fraud Civil Remedies

Subrecipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

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Article 18 – Federal Debt Status

All subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article 19 – Federal Leadership on Reducing Text Messaging while Driving

Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving subrecipient-owned, subrecipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Subrecipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

Article 20 – Fly America Act of 1974

Subrecipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: [Certificated Air Carriers List US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list](https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list)) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 21 – Hotel and Motel Fire Safety Act of 1990

Subrecipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article 22 – John S. McCain National Defense Authorization Act of Fiscal Year 2019

Subrecipients, their contractors, and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS subrecipients, their contractors, and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article 23 – Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Subrecipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

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Article 24 – Lobbying Prohibitions

Subrecipients must comply with 31 U.S.C. section 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article 25 – National Environmental Policy Act

Subrecipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) NEPA and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 26 – Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 27 – Non-Supplanting Requirement

Subrecipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

Article 28 – Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All subrecipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

Article 29 – Patents and Intellectual Property Rights

Subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. section 401.14.

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Article 30 – Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. section 6962.) and 2 C.F.R. section 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 31 – Rehabilitation Act of 1973

Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 32 – Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the subrecipient's currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference.

Article 33 – Reporting Subawards and Executive Compensation

For federal awards that equal or exceed \$30,000, subrecipients are required to comply with the requirements set forth in the government-wide term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 34 – Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Subrecipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

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3. All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desk, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, subrecipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the subrecipient for information on the process for requesting a waiver from these requirements.

- a. When the federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
1. Applying the domestic content procurement preference would be inconsistent with public interest;
 2. The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 3. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office.

There may be instances where an award qualifies, in whole, or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure.

The definitions applicable to this term are set forth at 2 C.F.R. section 184.3, the full text of which is incorporated here by reference.

Article 35 – SAFECOM

Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at.

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Article 36 – Terrorist Financing

Subrecipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Subrecipients are legally responsible for ensuring compliance with the E.O. and laws.

Article 37 – Trafficking Victims Protection Act of 2000 (TVPA)

Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, section 106 (codified as amended at 22 U.S.C. section 7104). The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated by reference.

Article 38 – Universal Identifier and System of Award Management

Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article 39 – USA PATRIOT Act of 2001

Subrecipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article 40 – Use of DHS Seal, Logo and Flags

Subrecipients must obtain permission from their DHS prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

Article 41 – Whistleblower Protection Act

Subrecipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C. section 470141 U.S.C. section 4712.

Article 42 – Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the subrecipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and executive orders. General guidance for FEMA’s EHP process is available on the DHS/FEMA Website at <https://www.fema.gov/grants/guidance-tools/environmental-historic>. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the

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proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 43 – Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award, state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article 44 – Missouri Department of Public Safety (DPS) Office of Homeland Security (OHS), Specific

By accepting this award, the subrecipient agrees:

1. To participate in the development and submission of their Threat and Hazard Identification and Risk Assessment (THIRA).
2. To utilize standard resource management concepts, such as typing inventoring, organizing and tracking resources that facilitate the identification, dispatch, deployment and recovery of their resources.
3. To coordinate with their stakeholders to examine how they integrate preparedness activities across disciplines, agencies, and levels of government.
4. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$5,000. Expenditures for equipment shall be in accordance with the approved budget. The subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DPS/OHS, you must request instructions from DPS/OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313 and the OHS Administrative Guide.
5. Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.
6. For Contractual Services the following general requirements will be followed when subcontracting for work or services contained in this grant award:
 - a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided, which shall not exceed the length of the grant period.

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- b. As described in the OHS Administrative Guide for Homeland Security Grants, a copy of any contractual agreement made as a result of this award must be forwarded to DPS/OHS for review or be readily available for review prior to execution of the contract.
7. DPS/OHS reserves the right to terminate any contract entered into as a result of this grant award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the subrecipient under the contract shall, at the option of the DPS/OHS, become property of the State of Missouri. The subrecipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.
 8. It is understood and agreed upon that in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
 9. To follow the grant program guidelines as stated in the OHS Administrative Guide for Homeland Security Grants, as well as the Information Bulletins released by DPS/OHS to provide important updates, clarifications and policy statements related to homeland security grant programs.
 10. To follow requirements of the DHS Grant Programs Directorate Information Bulletins.
 11. In the event DPS/OHS determines that changes are necessary to the award document after an award has been made, including changes to period of performance or Articles of Agreement, the subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the award.
 12. Prior written approval from DPS/OHS is required prior to making any change to the DPS/OHS approved budget for this award.
 13. To submit Grant Status Reports to DPS/OHS by the due dates of July 10 and January 10 throughout the grant period, which must include the status updates of the milestones achieved. Final Status Reports are due to DPS/OHS within 45 days after the end of the project period.
 14. All items that meet the DPS/OHS definition of equipment that are purchased with Homeland Security Grant Funds must be tagged "Purchased with U.S. Department of Homeland Security Funds."
 15. If the subrecipient is a pass-through entity, copies of signed subaward agreements are due to the DPS/OHS prior to the start of any project.

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16. Projects that involve changes to the natural or built environment require the completion and approval of an Environmental Historic Preservation Screening Form (EHP) prior to initiating any work on the project. Changes to the project after the approval of the EHP requires DPS/OHS review and approval. Changes to the project may require the submission and approval of an updated EHP Screening Form. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; Nation Flood Insurance Program regulation; and, any other applicable laws and Executive Orders.
17. The purchase of any generator requires prior approval from the DPS/OHS, documentation must clearly depict the full scope of the project and prove the equipment is a deployable resource.
18. Purchases from a single feasible source over \$10,000.00 must have prior approval from the DPS/OHS.
19. Subrecipient is required to complete the 2024 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each subrecipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2024 NCSR will be open October 1, 2024 and must be completed by each subrecipient no later than December 31, 2024.
20. Subrecipients that contract with and utilize WebEOC Emergency Management Software – Juvare, must fully fuse and maintain an active connection with Missouri’s State Emergency Management Agency (SEMA). This setup will allow for a more efficient resource response to Missouri communities during an emergency incident as well as allow emergency personnel to monitor events that may impact their community during an extended event. Fusion of other WebEOC accounts in Missouri will also assist in streamlining resource requests by reducing redundant entry in a local WebEOC account and then once again in the Missouri WebEOC account should the request not be able to be filled locally. Redundant data entry during an emergency can lead to time loss, data entry errors and omission of important details. This required setup will also allow SEMA Emergency Service Function (ESF) partners to monitor the use of resources throughout the state for Mutual aid needs.
21. Law enforcement agencies must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.
 - a. National Incident-Based Reporting System (NIBRS), formerly Uniform Crime Reporting (UCR):
 Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 43.505 RSMo which states each law enforcement agency is

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required to submit crime incident reports to the Department of Public Safety on forms or in the format prescribed by the department, and submit any other crime incident information which may be required by the Department of Public Safety. Law enforcement agencies will be considered non-compliant if they have not submitted MIBRS reports for three or more months in the past twelve months. The subrecipient must remain compliant with Section 43.505 RSMo for the duration of the grant period of performance.

- b. Vehicle Stops:
Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 590.650 RSMo relating to vehicle stop reporting and will remain in full compliance for the duration of the project period.
- c. Police Use of Force Transparency Act of 2021:
Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 590.1265 RSMo relating to use of force incidents reporting standards and procedures, and publication of report data, analysis report. Law enforcement agencies will be considered non-compliant if they have not submitted Use of Force reports for three or more months in the past twelve months. The subrecipient must remain compliant with Section 590.1265 for the duration of the grant period of performance.
- d. Federal Equitable Sharing Funds:
Subrecipients that are a law enforcement, assure its agency is in compliance with the state provisions of Section 513.653 RSMo relating to participation in the federal forfeiture system and the reporting of proceeds therefrom to the Missouri State Auditor.
- e. Intoxication-Related Traffic Offenses:
Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 43.544 RSMo relating to forwarding intoxication-related offenses and has adopted a written policy to forward arrest information for all intoxication-related offenses to the central repository as required by Section 43.503 RSMo.
- f. Rap Back Program Participation:
Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 590.030 RSMo. The law enforcement agency shall enroll in the state and federal Rap Back programs on or before January 1, 2022 and will continue to remain enrolled. The law enforcement agency shall take all necessary steps to maintain officer enrollment for all officers commissioned with that agency in the Rap Back programs. An officer shall submit to being fingerprinted at any law enforcement agency upon commissioning and for as long as the officer is commissioned with that agency.
- g. Custodial Interrogations:
Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 590.700 RSMo relating to custodial interrogations and has adopted a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in subsection 2 of this section.

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h. Body Armor:

The subrecipient understands, if monies are requested and awarded for the purchase of body armor, that funds may be used to purchase body armor. Further, the subrecipient understands that body armor purchased with HSGP funds may be purchased at any threat level, designation, make, or model from any distributor or manufacturer, as long as the body armor has been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. Further, body armor or armor vests must also be "uniquely fitted vests". In addition, body armor purchased with must be made in the United States.

i. Body Armor Policy:

The subrecipient understands, if monies are requested and awarded for the purchase of body armor, that the law enforcement agency must have a written "mandatory wear" policy in effect. The subrecipient will be required to forward a copy of such policy to the Missouri Department of Public Safety at the time of claim submission.

j. Body-Worn Camera Policy:

The subrecipient understands, if monies are requested and awarded for the purchase of body-worn cameras, the law enforcement agency must have written policies and procedures in place related to equipment usage, data storage and access, privacy considerations, training, etc. The subrecipient will be required to forward a copy of such policy(s) to the Missouri Department of Public Safety at the time of claim submission.

22. Fire protection agencies must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.

a. Fire Department Registration:

The subrecipient assures, where the project agency is a fire protection district, fire department, or volunteer fire protection association as defined in Section 320.300 RSMo, its agency is in compliance with Section 320.271 RSMo by completing and filing with the state fire marshal within 60 days after January 1, 2008, and annually thereafter, a fire department registration form provided by the state fire marshal.

b. Turnout Gear Maintenance Policy:

The subrecipient understands, if monies are requested and awarded for the purchase of turnout gear, the fire protection agency must have a policy to document cleaning and maintenance processes and procedures for turnout gear. The subrecipient will be required to forward a copy of such policy(s) and procedure(s) to the Missouri Department of Public Safety at the time of claim submission.

23. Agencies purchasing license plate reader (LPR) equipment and technology with grant funds administered by the Missouri Department of Public Safety, must adhere to the following requirements:

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- a. LPR vendors chosen by an agency must have an MOU on file with the MSHP Central Vendor File as developed and prescribed by the Missouri Department of Public Safety pursuant to 11 CSR 30-17.
 - b. Prior to purchasing LPR services, the agency should verify the vendor's MOU status with the MSHP CJIS Division by emailing mshphelpdesk@mshp.dps.mo.gov.
 - c. Share LPR data through the MoDEX process with statewide sharing platforms (i.e., MULES).
 - d. Enable LPR data sharing with other Missouri Law Enforcement agencies and enforcement support entities within the selected vendor's software. Examples include, but are not limited to fusion centers, drug task forces, special investigations units, etc.
 - e. Connect to the Missouri State Highway Patrol's Automated License Plate Reader (ALPR) File Transfer Protocol Access Program. This program provides the information necessary to provide a NCIC and/or MULES hit when used in conjunction with a License Plate Reader (LPR) device. An MOU must be on file with the Access Integrity Unit (AIU) for the vendor and the law enforcement agency and a registration process must be completed.
 - f. Agency shall have a license plate reader policy and operation guideline prior to the implementation of LPRs. Reimbursements will not be made on the project until the policy has been provided to the Missouri Department of Public Safety.
 - g. If LPR will be installed on Missouri Department of Transportation right-of-way(s) agency must request installation through the Missouri Department of Public Safety. Once approved, agency must adhere to the Missouri Department of Transportation's guidelines regarding installation of LPR's on Missouri Department of Transportation right-of-way(s).
24. Subrecipient is required to provide statewide threat assessment and emerging threat briefings to the Homeland Security Advisory Council (HSAC) upon request of the Homeland Security Advisor or their designee.
25. Subrecipient is required to collaborate with the Missouri Office of Homeland Security during the United States Department of Homeland Security's Annual Risk Assessment process. This process includes, but not limited to the following data calls: Special Event RFI, Threat RFI, and the National Critical Infrastructure Prioritization Program. Compliance requires a data submission or validation response back to the Missouri Office of Homeland Security.
26. Subrecipient is required to participate in the Missouri Suspicious Activity Reporting Fusion Center Coordination Program – Safe Nation, as referenced in the Missouri Fusion Center Coordination Plan.

Article 45 – Special Conditions

None.

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Policy for Grant-Funded Equipment & Supplies

East-West Gateway Council of Governments (the Council) has issued this Policy for Grant-Funded Equipment & Supplies (Policy) that governs equipment and supplies that are purchased with state or federal grant funds. The Policy applies equally to the grant-funded equipment and supplies an entity receives by any of the following means:

1. Grant-funded equipment and supplies that are purchased by the Council and transferred to an entity either through a financial assistance sub-award agreement, memorandum of understanding, or other agreement,
2. Grant-funded equipment and supplies that are purchased by the entity with grant funds provided by the Council through a financial assistance sub-award agreement, memorandum of understanding, or other agreement, or
3. Grant-funded equipment and supplies that are transferred to the entity by another agency, city, county, district, hospital or other organization.

The requirements described in this Policy are effective upon issuance and may be updated periodically.

Questions about this Policy should be directed to:

John Geis
Director of Administration
(314) 421-4220
john.geis@ewgateway.org

1. **Definitions.** The terms and acronyms described in this Policy have the meanings provided below.
 - a) **CFR** means the Code of Federal Regulations.
 - b) **DHS** means the U.S. Department of Homeland Security.
 - c) **DHHS** means the U.S. Department of Health and Human Services.
 - d) **Disposition** means transferring ownership of any grant-funded items to a different entity, selling grant-funded items to a different entity or person, recycling, throwing-away, or using another method of discarding the grant-funded items, or using other disposal methods whereby the entity is no longer the owner of the grant-funded items; except that, moving the grant-funded items from one location to another while retaining ownership of the item does not constitute a Disposition.
 - e) **Emergency** means a potential or actual mass casualty incident, man-made or natural disaster, or criminal terrorist incident.



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- f) **Equipment** means tangible personal property (including information technology systems) having a useful life of more than one (1) year and a per-unit acquisition cost that equals or exceeds one thousand dollars (\$1,000.00) that is purchased using grant funds and transferred to the receiving entity under the terms of a financial assistance sub-award agreement, memorandum of understanding, or other agreement.
- g) **FEMA** means the Federal Emergency Management Agency.
- h) **GFE** means grant-funded Equipment.
- i) **GFS** mean grant-funded Supplies.
- j) **GFS Cache** means GFS of the same type that are purchased for future use, are housed or stored together in one place, and that have an aggregate value that equals or exceeds five thousand dollars (\$5,000). Examples include, but are not limited to: medical supply cache purchased to stock a mass fatality trailer; urban search and rescue supplies purchased for a response trailer or truck.
- k) **HPP** means the Hospital Bioterrorism Preparedness Program.
- l) **IRTF** means the Inventory Removal/Transfer form that an entity uses to request the disposition or transfer of GFE or GFS Cache from its inventory.
- m) **MoDHSS** means the Missouri Department of Health and Senior Services.
- n) **MoOHS** means the Missouri Office of Homeland Security.
- o) **Omni Circular** means the federal regulations found at 2 CFR Part 200 – *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- p) **Policy** means this Policy for Grant-Funded Equipment & Supplies.
- q) **Region C** means the Missouri HCC Region C that covers the following geographical area: city of St. Louis, Missouri and the Missouri counties of: Franklin, Jefferson, Lincoln, Pike, Perry, St. Charles, St. Francois, St. Genevieve, St. Louis, Warren, and Washington.
- r) **Supply or Supplies** mean(s) any tangible personal property that does not meet the definition of Equipment that is/are purchased using grant funds and transferred to the entity under the terms of a financial assistance sub-award agreement, memorandum of understanding, or other agreement; however, any computing device that has a per-unit acquisition cost of less than one thousand dollars (\$1,000.00) is a supply regardless of the length of its useful life.
- s) **Urban Area** means the St. Louis Urban Area that includes the bi-state, eight county St. Louis metropolitan area served by the Council that includes: city of St. Louis, Missouri and Franklin, Jefferson, St. Charles, and St. Louis counties in Missouri and Madison, Monroe, and St. Clair counties in Illinois.



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2. **Applicable Period.** This Policy will be in effect upon the issue date and will remain in effect until the date that the GFE or GFS Cache has been officially removed from the entity's possession through the disposition procedures described in Section 14. The reporting and disposition requirements described in this Policy do not apply to GFS that are not part of a cache.
3. **Use.** An entity's use of the GFE, GFS Cache, and GFS is limited to the circumstances described in Section 3, Parts (a) – (d).
 - a) An entity must use the GFE, GFS Cache, and GFS for the program or project for which the Council or the entity purchased the GFE, GFS Cache, or GFS as long as the GFE, GFS Cache, or GFS are needed for that program or project and regardless of whether or not the project or program continues to be supported by the federal government.
 - b) During the time that the GFE or GFS Cache is used for the project or program for which it was acquired, the entity must also make deployable GFE or GFS Caches available for use on other projects or programs currently or previously supported by the federal government provided that this use will not interfere with the work on the project or program for which they were originally acquired. First preference for other use must be given to other projects or programs supported by MoOHS of MoDHSS, as applicable, and second preference must be given to other federally supported projects or programs.
 - c) The entity must also make deployable GFE or GFS Caches available to respond to an Emergency. During an Emergency, the Council, MoOHS, the Missouri State Emergency Management Agency, DHS, FEMA, MoDHSS, DHHS, or an emergency response agency in the Urban Area or Region C, as applicable, may request that the entity provide the deployable GFE or GFS Cache to respond to the Emergency. If the entity receives this type of request, the entity shall cooperate with the requesting entity to fulfill the request and shall either convey any deployable GFE or GFS Cache to the agreed upon staging location or otherwise make the deployable GFE or GFS Cache available for use during the Emergency. Nothing in this Section 3, Part (c), will be deemed to require the entity to provide any non-deployable GFE or GFS or to provide the deployable GFE or GFS Cache items to a requesting entity if the entity is using the deployable GFE or the GFS Cache to respond to an Emergency in the Urban Area or Region C, as applicable. This Section 3, Part (c) will not be deemed to supersede an existing mutual aid or similar agreement that the entity has in place with other entities for Emergency response.
 - d) In accordance with the Omni Circular § 200.313, the entity may also use the GFE or GFS Cache to support non-Federally supported projects or programs and may consider user fees, as appropriate.
4. **Care.** The entity must take reasonable care of the GFE, GFS Cache, and GFS and take active steps to protect it from loss, theft, damage, or destruction. The entity must also take reasonable steps to identify, dispose of, and replace any expired GFS that are part of a medical or similar cache. In the event of the loss, theft, damage, or destruction of any GFE or any GFS Cache items, the entity must follow the steps described in Section 5 to document the loss, theft, damage, or destruction the items. The entity must follow the steps described in Section 14 to dispose of any expired GFE or GFS Cache items. The entity is fully responsible to repair or



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replace any GFE or GFS Cache items that are lost, stolen, damaged, or destroyed due to the willful or negligent acts of the entity and any repaired or replacement GFE or GFS Cache items will be governed by this Policy to the same extent that the original GFE or GFS Cache items were governed. GFS that is a component of GFE or that is part of a designated cache, such as medical cache Supplies housed on a trailer, should be replaced by the entity when the GFS Cache items expire or are used or consumed during training, exercise, or deployment.

5. Loss, Theft, Damage, or Destruction. In the event that any GFE or GFS Cache items are lost, stolen, damaged, or destroyed, the entity must:
 - a) within ten (10) calendar days of the incident, notify the Council's point of contact designated in Section 15, Part (a) about the loss, theft, damage, or destruction,
 - b) promptly and properly investigate and fully document the loss, theft, damage, or destruction,
 - c) provide a copy of the investigative report and other documentation to the Council's point of contact designated in Section 15, Part (a),
 - d) retain a copy of the investigative report and other documentation in the entity's project records,
 - e) if the GFE or GFS Cache items were lost, stolen, damaged, or destroyed due to the willful or negligent acts of the entity, take steps to replace or repair the GFE or GFS Cache items, and
 - f) for GFE or GFS Cache items, within fourteen (14) calendar days of completing its investigation, complete, sign, and submit an IRTF to the Council's point of contact designated in Section 15, Part (a).
6. Maintenance. The entity must maintain all GFE and GFS Cache items in accordance with the manufacturer's guidance, the entity's standard operating procedures and guidelines, and accepted practices. At a minimum, the entity must maintain the GFE and GFC Cache so that each are in mission-ready condition. The entity is responsible for the costs associated with maintaining any GFE and GFS Caches and the cost of routine upkeep for GFE (e.g. gasoline, tire replacement, oil changes, inspections) are not costs that are eligible for reimbursement from any of the Council's grant programs. Upon the Council's request, the entity must submit maintenance logs for any GFE that requires regular maintenance (e.g. vehicles, trailers, generators).
7. Training. The entity is responsible for providing training to its personnel, as needed, in the proper and safe use of any GFE, GFS Cache, or GFS.



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8. **Inventory & Reports.** The entity is responsible for maintaining an up-to-date inventory of and preparing/submitting reports for all GFE and GFS Caches.
- a) **Inventory.**
- i) **Inventory Management System.** The entity must establish and utilize a proper inventory management system that allows the entity to track and account for any GFE or GFS Cache. If the entity has an existing inventory management system, then the entity may continue to use that system provided that the system allows the entity to capture and track each of the items of information described in the MoOHS Administrative Guide for Homeland Security Grants, section "Inventory," as it may be updated from time-to-time. A current edition of the Administrative Guide can be found online at: <https://dps.mo.gov/dir/programs/ohs/grantstraining/>.
 - ii) **Inventory Tags.** As part of its inventory practice, the entity must tag each piece of GFE. The entity may choose the method and type of tagging (e.g. barcode tags, numbered labels) provided that the tag includes a number that can be used to identify and locate the GFE. The entity must include these tag numbers on the ICF that is submitted to the Council when it receives the GFE or in its inventory reports.
 - iii) **Equipment Decals.** The Council will provide the entity with funding-source decals that must be attached to any vehicles, trailers, generators, or other mobile assets that are identified by the Council. The entity is responsible for ensuring that the decals are affixed to these types of GFE and in a location that is easily visible by members of the public and during any on-site inventory.
 - iv) **On-site Inventories.** The Council may elect to conduct on-site inventories of the GFE, GFS Cache, or GFS. The Council, to the extent possible and practicable, will notify the entity of the Council's intent to conduct an on-site inventory and will work with the entity to schedule a mutually convenient time and date for an on-site inventory. The entity must cooperate with the Council in the Council's effort to conduct an on-site inventory and must make its personnel and facilities available to the Council to conduct an on-site inventory.
- b) **Reports.**
- i) **Inventory Reports.** If the entity received or purchased GFE or a GFS Cache, the entity must update and return to the Council an inventory report in the form and format specified by the Council. The entity must submit its inventory report no later than October 15th of each year during the period described in Section 2. As part of its inventory reporting, the entity is responsible for calculating and tracking the depreciation of the fair market value of each item of GFE and will report this depreciation on the entity's inventory reports. The method that the entity uses to calculate the depreciation of the GFE must be consistent with the method the entity uses to calculate depreciation for the equipment that the entity purchases. With respect to any GFE or a GFS Cache that was disposed of



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during the reporting period, the entity must adhere to Section 14 with respect to reporting on the disposed of items. The inventory report must be submitted to the Council's point of contact designated in Section 15, Part (a). The entity's failure to adhere to this reporting requirement may cause the entity to be deemed ineligible to receive GFE, GFS, or grant funds in the future.

- ii) **Vehicle Mileage Logs.** If the entity's GFE includes a vehicle, then the entity must also maintain and submit vehicle mileage logs in the form and format specified by the Council. The entity must submit its vehicle mileage logs no later than October 15th of each year during the period described in Section 2. At a minimum, the vehicle mileage log must capture the information described in the MoOHS Administrative Guide for Homeland Security Grants, "Vehicles, Usage Log" section, as it may be updated from time-to-time. A current edition of the Administrative Guide can be found online at: <https://dps.mo.gov/dir/programs/ohs/grantstraining/>. The vehicle mileage logs must be submitted to the Council's point of contact designated in Section 15, Part (a). The entity's failure to adhere to this reporting requirement may cause the entity to be deemed ineligible to receive GFE, GFS, or grant funds in the future.

9. **Insurance.** In accordance with the requirements described in its agreement with the Council, the entity must carry property and casualty insurance coverage to protect any GFE and this insurance must be of the same character and amount that the entity carries to protect any of its own property (e.g. equipment, vehicles). The entity must obtain this insurance from a company authorized to issue insurance in Missouri (for entities formed under Missouri law) or Illinois (for entities formed under Illinois law) or must provide the insurance coverage through a self-insurance program. The entity must submit proof of insurance coverage, upon the Council's written request, but, at a minimum, no later than sixty (60) calendar days after the entity receives the GFE and, thereafter, no later than October 15th of each year during the period described in Section 2. If the entity is relying on a self-insurance program to provide the insurance coverage, then the entity's proof of insurance must be demonstrated through a signed, written statement to the Council regarding the self-insurance program and certifying that the program meets the insurance requirements. The entity must submit this proof of insurance to the Council's point of contact designated in Section 15, Part (a). The entity must also, upon written request, provide the Council written copies of its insurance policies.
10. **Title and Registration.** The entity must ensure that any vehicle, trailer, or similar GFE is properly titled and registered with the appropriate state agency and in accordance with the state's requirements. The entity must submit proof of title and registration no later than thirty (30) calendar days after titling and registering any vehicle, trailer, or similar GFE. The entity must submit this proof to the Council's point of contact designated in Section 15, Part (a).
11. **Location.** The entity must notify the Council of the storage location the entity has selected for the GFE or a GFS Cache and must notify the Council in writing about any permanent changes to the GFE's or GFS Cache's storage location within fourteen (14) calendar days of the location change. The notices required by this Section 11 must be submitted to the Council's points of



Policy for Grant-Funded Equipment & Supplies

contact designated in Section 15, Parts (a) and (b). The entity may select the storage location for the GFE or GFS Cache; however, the storage location must, at a minimum, be:

- a) accessible to the entity or the entity's designee twenty-four (24) hours a day, seven (7) days a week,
- b) secure enough to protect the GFE or GFS Cache from loss or theft, and
- c) within the Urban Area or Region C, as applicable, unless the Council has provided its express written authorization for the GFE or GFS Cache to be stored outside the Urban Area or Region C, as applicable.

12. Entity's Logistics or Inventory Points of Contact. The entity must notify the Council's points of contact designated in Section 15, Parts (a) and (b) of the entity's primary and secondary points of contact that the Council or other officials may use to contact the entity about the GFE or GFS Cache. It is recommended that the entity designate a dispatch center as its primary point of contact. For both the primary and secondary points of contact, the entity must provide the person's (as applicable):

- a) name;
- b) title;
- c) e-mail address;
- d) business mailing address; and
- e) a phone number at which the point of contact can be reached twenty-four (24) hours a day / seven (7) days a week.

13. Entity's Financial Point of Contact. The entity must notify the Council's point of contact designated in Section 15, Part (a) of the entity's financial or fiscal point of contact that is responsible for the entity's annual audit or preparation of the entity's yearly financial statements. The entity must provide the person's:

- a) name;
- b) title;
- c) e-mail address;
- d) business mailing address; and
- e) phone number.



Policy for Grant-Funded Equipment & Supplies

14. **Disposition and Obligation.** If the entity determines that it wishes or needs to dispose of any GFE or a GFS Cache, then the entity must adhere to the procedures and requirements described in Section 14, Parts (a) and (b). The entity's obligation to the Council for a Disposition is described in Section 14, Part (b). The entity's failure to adhere to the requirements described in Section 14, Parts (a) and (b) may cause the entity to be deemed ineligible to receive GFE, GFS, or grant funds in the future.
- a) **Disposition.** The entity is not permitted to undertake a Disposition without first obtaining the Council's prior written authorization. To obtain the Council's prior written authorization, the entity must complete, sign, and submit an IRTF to the Council's point of contact designated in Section 15, Part (a). The Council will determine if the GFE or GFS Cache is eligible for Disposition, based upon the criteria described in Section 14, Part (a)(i), and will notify the entity in writing if, and to what extent, the Disposition is approved.
- i) GFE or a GFS Cache is eligible for Disposition if the item meets any one or combination of the following criteria:
1. Is no longer needed for the project or program for which it was originally acquired and it is not needed for any other DHS or DHSS project or program, as applicable.
 2. Is expired, defined as past the item's useful shelf life.
 3. Is obsolete, defined as no longer in use or no longer capable of being used due to changes in methods, procedures, or technology.
 4. Was consumed during training, an exercise, a deployment, Emergency response, or similar activities.
 5. Upon **the later occurrence** of: (A) five (5) years have passed since the date on which the entity took possession of the GFE or GFS Cache; (B) the fair market value of the GFE is zero (0); (C) or the aggregate residual value of the unused GFS Cache items is zero (0).
- b) **Obligation.** Once the entity obtains the Council's prior written authorization for a Disposition, the entity's obligations to the Council are as follows:
- i) For GFE with a per item fair market value of \$5,000 or less or GFS Caches with unused Supplies with an aggregate residual value of \$5,000 or less, the entity may dispose of the items without further obligation to the Council.
- ii) For GFE with a per item fair market value of more than \$5,000 or a GFS Cache with unused Supplies with an aggregate residual value of more than \$5,000, the entity may dispose of the items; however, the Council will have a right to the fair market value proceeds from the sale of the GFE or unused Supplies in the GFS Cache. The entity will return to the Council the fair market value proceeds from the sale of the GFE or Supplies in the GFS Cache and must cooperate with the Council's effort to obtain the fair market value proceeds from the sale. The



Policy for Grant-Funded Equipment & Supplies

Council will notify the entity about the deadline for returning the proceeds to the Council and the method and form that the entity must use to return the proceeds to the Council. The entity's failure to adhere to the requirements described in this Section 14, Part (b)(ii) may cause the entity to be deemed ineligible to receive GFE, GFS, or grant funds in the future.

- iii) For GFS that are not part of a cache, the entity may dispose of the item(s) without further obligation to the Council.
- iv) Upon the entity's Disposition conducted in accordance with Section 14, the GFE or GFS Cache that is disposed of will be removed from the entity's inventory and the entity will have no further obligation to track and report on disposed GFE or GFS Cache.

15. The Council's Points of Contact. The Council points of contact are as follows:

- a) **Admin Point of Contact.** Leah Watkins; leah.watkins@ewgateway.org; (314) 421-4220.
- b) **STARRS Point of Contact.** STARRS@ewgateway.org.

16. Inventory List, Appendix III, and SEFA Report. The Council will provide the entity with reports describing the GFE, GFS Cache, or GFS received from the Council. These reports are described in Section 16, Parts (a) through (c).

- a) **Inventory List.** The Council will provide the entity an inventory list at least once per year. The Council will send this report to the entity's designated logistics/inventory point of contact. The inventory list will include the GFE and GFS Caches that entity as received from the Council and that have not been disposed of in accordance to Section 14. The entity will use this inventory list to provide its annual inventory report.
 - i) **Existing GFS Caches.** Due to the age of existing GFS Caches, the GFS that were purchased prior to 10/13/2022 for these caches will not be included in an entity's inventory list. Additionally, an entity will not have a dedicated line-item in its inventory list of "GFS Cache" or similar to refer to an existing GFS Cache. Instead, if applicable, the entity's inventory list will include only equipment that is part of an existing GFS Cache – for example, a trailer or a generator. If a new GFS Cache is purchased after 10/13/2022, then the cache will be specifically listed as a line-item in an entity's inventory. Additionally, if grant funds are used to replace or update an existing GFS Cache after 10/13/2022 such that the new, unused GFS has an aggregate value that equals \$5,000 or more, then the entity's inventory list will be updated to include a specific line-item for the GFS Cache.
- b) **Appendix III.** When the Council issues a sub-award to the entity for GFE, GFS Caches, or GFS, the Council will provide the entity an Appendix III: Equipment & Supplies List that describes the grant-funded items that the Council is providing the entity through the sub-award. As needed during a sub-award performance period, the Council will send the entity an updated Appendix III. If the Council purchases for and transfers to the entity any grant-funded equipment, supply cache, or supplies that are not described in



Policy for Grant-Funded Equipment & Supplies

Appendix III on the date that the sub-award is executed, then the Council will, at a minimum, send the entity an updated Appendix III during project close-out. Upon request by the entity, the Council will submit an updated Appendix III to the entity prior to project close-out; however, the Council is not obligated to submit an updated Appendix III to the entity more than once per calendar year.

- c) **SEFA Report.** Upon request, the Council will provide the entity a report on its GFE or GFS Caches that the entity needs to complete is Schedule of Expenditures of Federal Awards (SEFA) as part of the entity's Single Audit. The entity should provide the Council sixty (60) days advanced notice of its need for the SEFA report. This request should be submitted to the Council's designated point of contact in Section 15, Part (a).

Certificate Of Completion

Envelope Id: 5BAC8898-8BB9-8D10-813F-8F41FDEB1479

Status: Sent

Subject: Complete with Docusign: Purple Grant Routing.pdf, RCA Template.pdf - East-West Gateway FD

Source Envelope:

Document Pages: 57

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 9

Brijette Struyk

AutoNav: Enabled

200 N Second St

Envelopeld Stamping: Enabled

Saint Charles, MO, MO 63301

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

brijette.struyk@stcharlescitymo.gov

IP Address: 35.130.51.195

Record Tracking

Status: Original

Holder: Brijette Struyk

Location: DocuSign

4/30/2026 9:25:08 AM

brijette.struyk@stcharlescitymo.gov

Signer Events

Joe Gragnani

joe.gragnani@stcharlescitymo.gov

Deputy Fire Chief

City of Saint Charles MO

Security Level: Email, Account Authentication (None)

Signature

Signed by:

Signature Adoption: Pre-selected Style

Using IP Address: 108.145.130.15

Signed using mobile

Timestamp

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Signed: 4/30/2026 9:58:04 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Brijette Struyk

brijette.struyk@stcharlescitymo.gov

Senior Financial Analyst - Fire

Signing Group: Senior Financial Analysts

Security Level: Email, Account Authentication (None)

Initial

Signature Adoption: Pre-selected Style

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Signed: 4/30/2026 10:13:18 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)

Initial

Signature Adoption: Pre-selected Style

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Signed: 4/30/2026 10:24:16 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Mary Ann Ohms

maryann.ohms@stcharlescitymo.gov

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

DS

Signature Adoption: Pre-selected Style

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Signed: 4/30/2026 10:51:35 AM

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


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


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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


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

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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


 Signature Adoption: Pre-selected Style
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 Signed using mobile

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 Signed: 4/30/2026 11:07:12 AM


Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Joe Gagnani
 joe.gagnani@stcharlescitymo.gov
 Deputy Fire Chief
 City of Saint Charles MO
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign


 Signature Adoption: Pre-selected Style
 Using IP Address: 107.137.178.79
 Signed using mobile


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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


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

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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


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

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Electronic Record and Signature Disclosure:
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Signer Events	Signature	Timestamp
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Daniel J. Borgmeyer dan.borgmeyer@stcharlescitymo.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Kimberly 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
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Amy Milstead amy.milstead@stcharlescitymo.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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:	Fire	Department Contact:	Joe Gagnani
Vendor Name & NWS#:	2691 Zoll Medical Corporation		
Description/Purpose:	Replacement of Monitor Defibrillators		
Account #:	410-240-131-874105		
Project #:	26PSFIR005		
Amount of this Routing:	\$ 1,650,224.70	Requisition #:	
Contract Type:	New Contract	Select One	Coop#:
Contract Term:	10 years	Renewal Options:	
If Renewal or Amendment: C#	Amendment #	Renewal #	
Original Contract Value:	\$	Total of Previous Amendments:	\$
Total Contract Value:	\$ 1,650,224.70		

Initial
BS

Certifications: to be completed by Originating Department Director

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

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

Printed Name: Joe Gagnani	Signature: <small>Signed by:</small> <i>Joe Gagnani</i>	5/1/2026
---	--	----------

ROUTING	Signature/Date
Purchasing Review (Compliant with Chapter 145 and City Terms)	<small>Signed by:</small> <i>Paul Feldmann</i> 5/5/2026
Department of Law (for Legality only)	<small>Signed by:</small> <i>Bryan Wise</i> 5/5/2026
Director of Finance (Funds Available)	<small>DocuSigned by:</small> <i>Jennifer O'Connor</i> 5/5/2026
Director of Administration (Recommend Approval)	<small>DocuSigned by:</small> <i>Lawrence S. Dobrosky, Jr.</i> 5/5/2026
City Council Approval on Consent Agenda	
Mayor (Signature Indicating Approval)	
City Clerk (Signature, Seal and Contract # Assigned)	



RCA FORM (OFFICE USE ONLY)

Bill # _____

MEETING/DATE: 05/19/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): ALL

Sponsor(s): _____

Description:

Authorization to enter into master agreement with Zoll Medical Corporation to lease defibrillators for the Fire Department for a length of 120 months at \$165,022.47/annually.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

The Fire Department would like to enter in a lease agreement with Zoll Medical Corporation for the purpose of leasing new defibrillators due to technology changes and to ensure patients are receiving the most up to date medical care. These units are vital in delivering advanced life support care to patients. The lease also provides comprehensive coverage including batteries, chargers, mandatory annual maintenance, warranty work etc. This all inclusive package with Zoll, ensures necessary support and maintenance for the Fire Department's life saving equipment.

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

Fiscal Impact: 1,650,224.70

Requisition #: _____

Account #: 410-240-131-874105

Project #: 26PSFIR005

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

Contract # _____

ADDENDUM TO ZOLL ONE PROGRAM MASTER AGREEMENT

This Addendum to ZOLL One Program Master Agreement (hereinafter, the “Addendum”) is made as of _____ (the “Effective Date”) between the City of Saint Charles, Missouri (hereinafter, the “City”) and ZOLL Medical Corporation, (hereinafter, the “Vendor”).

WHEREAS, the City and Vendor entered into ZOLL One Master Program Agreement No. ZO02944593 on _____ (as amended, the “Underlying Agreement”);

WHEREAS, ZOLL understands that the City may be subject to certain legal, regulatory, contractual, or policy requirements that must be reflected in any agreement entered into by the City;

WHEREAS, the parties agree that except as set forth in this addendum, the Underlying Agreement is unaffected and shall continue in full force and effect in accordance with its terms;

NOW THEREFORE, for the consideration stated herein, City and Vendor agree as follows:

1. 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.
2. 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.
3. 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; and
 - 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.
4. The City may request to audit, examine and to make copies of or extracts from all relevant finance related records regarding the Contract kept by or under the control of the Vendor during the Term.

Contract # _____

5. 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 to the extent required by law, 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.

ZOLL MEDICAL CORPORATION:

CITY OF SAINT CHARLES, MISSOURI:

Signed by:
Kurt Sandstrom Apr 28, 2026
38CC6FA442B3492...
Date

Daniel J. Borgmeyer Date
Mayor

By: Kurt Sandstrom, Vice President and General Manager,
EMS Business Unit
(Print Name and Title)

Corporate Attest (if applicable):

Attest:

By: Date

City Clerk Date

CERTIFICATE OF DIRECTOR OF FINANCE

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

DocuSigned by:
Jennifer O'Connor 5/5/2026
C5FB3E8A40BE40D...

Director of Finance Date

**ZOLL ONE PROGRAM
MASTER AGREEMENT**

This ZOLL ONE PROGRAM MASTER AGREEMENT, including all attachments attached hereto and hereby made a part hereof (“Master Agreement”), is entered into by and between ZOLL Medical Corporation, a Massachusetts corporation with its principal place of business at 269 Mill Road, Chelmsford, MA 01824 (“Lessor”), and City of St. Charles, MO with offices at 200 N. Second St., Saint Charles, MO 63301 (“Lessee”). This agreement will be effective upon the date of last signature (“Effective Date”).

1. MASTER AGREEMENT; SCHEDULES. Lessor hereby leases to Lessee and Lessee leases from Lessor the equipment (“Equipment”) described in any Equipment Schedule executed from time to time by Lessor and Lessee, the form of which is attached as Exhibit A hereto (the “Schedule” or “Schedules”), upon the terms and conditions set forth in this Master Agreement and the Schedules. In addition to leasing the Equipment, (i) if RescueNet® CaseReview is included in the applicable quote, then Lessor will also provide Lessee with RescueNet® CaseReview pursuant to the terms and conditions of the ALS/BLS Software Solutions Master Application Service Provider Agreement attached as Exhibit B hereto (the “ASP Agreement”), otherwise Exhibit B does not apply to this Master Agreement, and (ii) if the Worry Free Service Plan (“Service Plan”) is included in the associated quote, then Lessor will also provide Lessee with Service Plan pursuant to the terms and conditions of the Service Plan attached as Exhibit C hereto, otherwise, the Exhibit C does not apply to this Master Agreement. In the event of any conflict between the terms and conditions contained in this Master Agreement and the terms and conditions contained in the ASP Agreement, the terms and conditions in Exhibit B shall control.

2. TERM. The term is this Master Agreement (“Term”) begins on the effective date of the first Schedule incorporating this Master Agreement and continues until terminated. The term of each Schedule begins on the effective date of such Schedule and ends on the termination date of such Schedule. (“Rental Term”). However, no termination by the Lessee of this Master Agreement shall be effective with respect to any Schedule until the expiration or termination of such Schedule and the satisfaction by Lessee of all of its obligations hereunder with respect thereto.

3. RENT; LATE CHARGES. As rent for the Equipment, Lessee agrees to pay the amounts specified in the applicable Schedule on the due dates specified therein (“Rent”). If any part of any Rent payment or other amount due under this Master Agreement is not paid within thirty (30) days of its due date, Lessee agrees to pay Lessor a charge for every month after the first month in which the amount is late to compensate Lessor for the inability to reinvest the amount, which charge is stipulated and liquidated at 1.5% of the delayed amount per month (or the lesser rate that is the maximum rate allowable under applicable law) in addition to the unpaid amount.

4. NON-CANCELABLE; WAIVER OF DEFENSES TO PAYMENT. Lessee acknowledges that it is receiving special pricing on the Equipment in exchange for its commitment to pay Rent for the entire Rental Term of each Schedule. Lessee agrees that it has an absolute and unconditional obligation to pay all Rent and other amounts when due. Lessee is not entitled to abate, reduce or recoup Rent or any other amount due, or to set off any charge against any such amount for any reason whatsoever. Lessee hereby waives any recoupment, crossclaim, counterclaim, or any other defense at law or in equity to any Rent payment, whether any such defense arises out of this Master Agreement. There is no “test period” for Equipment that would delay acceptance or the commencement of any Schedule term

5. EQUIPMENT RETURN REQUIREMENTS. Upon expiration or earlier termination of this Master Agreement or an applicable Schedule, Lessee shall either (a) return the Equipment in accordance with this Section or (b) purchase the Equipment at the Fair Market Value as set forth in Section 8, in which case right, title and interest shall transfer to Lessee upon payment. In the event Lessee elects to return the Equipment to Lessor, such return must be made within sixty (60) days of the end of the applicable Rental Term or promptly upon Lessee receiving replacement Equipment, whichever occurs first. For all Equipment returned to Lessor, Lessee shall (a) remove any Lessee labels, tags or other non-factory markings on the Equipment and wipe clean or permanently delete all data contained on the Equipment, including, any data contained on internal or external drives, discs, or accompanying media, (b) pack the Equipment in accordance with the Lessor’s guidelines, and (c) deliver such Equipment to Lessor at a mutually agreed-upon destination. All dismantling, packaging, transportation, in-transit insurance and shipping charges shall be borne by Lessee. All Equipment shall be returned to Lessor in the same condition and working order as when delivered to Lessee, reasonable wear and tear excepted. The return of the Equipment shall constitute a full release by Lessee of any leasehold rights or possessory interest in the Equipment.

6. EQUIPMENT USE; MAINTENANCE AND ADDITIONS. Lessee shall, at all times during the applicable Rental Term (a) operate and maintain the Equipment in good working order, repair and condition, and in accordance with the manufacturer’s specifications and recommendations and, all applicable laws and regulations, and (b) purchase and use only accessories provided by Lessor for use with the Equipment. Lessee shall make no alterations or additions to the Equipment, except those that will not result in the creation of any security interest, lien or encumbrance on the Equipment or impair the value or use of the Equipment either at the time made or at the end of the Rental Term of the applicable Schedule, and that are readily removable without damage to the Equipment. Any such alterations or additions may void the Worry-Free Service Plan. Additionally, Lessor shall not be responsible for any Equipment defect or failure of the Equipment to perform any specified function, or any other nonconformance of the Equipment, caused by or attributable to (i) any modification of the Equipment by the Lessee without prior written approval of Lessor; (ii) the use of the Equipment with any associated or complementary equipment accessory or software not specified by Lessor; (iii) any misuse or abuse of the Equipment; (iv) exposure of the Equipment to conditions beyond the environmental, power or operating constraints specified by Lessor; or (v) installation or wiring of the Equipment other than in accordance with Lessor’s instructions. LESSOR’S OBLIGATIONS DURING THE TERM WITH RESPECT TO THE EQUIPMENT ARE LIMITED TO THOSE DESCRIBED IN THE SERVICE PLAN. LESSOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE EQUIPMENT.

7. EQUIPMENT OWNERSHIP; LOCATION. Lessor is the sole owner of the Equipment and has sole title thereto. Lessee may not relocate any Equipment from the Equipment location specified in the applicable Schedule without the prior written consent of Lessor.

8. RISK OF LOSS AND INSURANCE. Subject to Lessor's obligations under the Service Plan, Lessee assumes any and all risk of loss or damage to the Equipment until such Equipment is returned to and received by Lessor in accordance with the terms and conditions of this Master Agreement. Lessee agrees to keep the Equipment insured at Lessee's expense against all risks of loss from any cause whatsoever, including, without limitation, loss by fire (including extended coverage), theft and damage, in an amount not less than (a) the sum of all Rent and other amounts due and owing with respect to such Equipment for the duration of the applicable Rental Term, plus the estimated total retail price that would be paid for such Equipment in an arm's length transaction ("Fair Market Value") as of the actual date the Schedule expires or is terminated, as applicable ("Stipulated Loss Value") or (b) with respect to any other Equipment, the replacement value thereof. Lessee also agrees that it shall carry commercial general liability insurance in an amount not less than \$5,000,000 total liability per occurrence. Lessee shall cause Lessor and its affiliates, and its and their successors and assigns, to be named loss payees with respect to property insurance and additional insureds with respect to commercial general liability insurance. Each policy shall provide that the insurance cannot be canceled without at least thirty (30) days' prior written notice to Lessor. In the event of loss or claim, Lessee will be responsible for all deductibles and/or retentions. All insurance required by this Master Agreement shall include a waiver of rights of recovery against Lessor and its insurers by the Lessee and its insurers, as well as a waiver of subrogation against Lessor and its insurers. All insurance required by this Master Agreement is primary and non-contributory to any other insurance maintained by Lessor. Lessee shall provide to Lessor (i) on or prior to the delivery date for each Schedule ("Delivery Date"), and from time to time thereafter throughout the Rental Term of each Schedule, certificates of insurance evidencing such insurance coverage, and (ii) upon Lessor's request, copies of the insurance policies. If Lessee fails to provide Lessor with such evidence, then Lessor will have the right, but not the obligation, to purchase such insurance protecting Lessor at Lessee's expense. Lessee's expense shall include the full premium paid for such insurance and any customary charges, costs or fees of Lessor, including but not limited to deductibles and retentions in the event of loss. Lessee agrees to pay such amounts in substantially equal installments allocated to each Rent payment.

9. CASUALTY LOSS. Lessee shall notify Lessor of any condemnation, taking, loss, destruction, theft or damage beyond repair of Equipment ("Casualty Loss") or repairable damage to any Equipment not later than five (5) days following the date of any such occurrence. In the event any Casualty Loss shall occur, on the next Rent payment date Lessee shall pay Lessor the Stipulated Loss Value of the Equipment suffering the Casualty Loss. In the event of any repairable damage to any Equipment, the Rental Term shall continue with respect to such Equipment without any abatement of Rent and Lessee shall at its expense cause such Equipment to be repaired to the condition it is required to be maintained in pursuant to Section 5 not later than thirty (30) days from the date of the occurrence.

10. INSPECTION. Lessor and Lessor's agents shall have the right, from time to time, with prior notice to Lessee, during Lessee's normal business hours, and without disruption to Lessee's operations, to enter the premises where the Equipment is located for the purpose of inspecting the Equipment.

11. TAXES. Lessor shall report and pay all license and registration fees and all taxes, fees, levies, imposts, duties, assessments, charges and withholdings of any similar nature, however designated (including, any value added, transfer, sales, use, gross receipts, business, occupation, excise, personal property, real property, stamp or other taxes) ("Taxes") now or hereafter imposed or assessed by governmental body, agency or taxing authority upon the purchase, ownership, delivery, installation, leasing, rental, use or sale of the Equipment, the Rent or other charges payable hereunder, or otherwise upon or in connection with any Schedule, whether assessed on Lessor or Lessee, other than any such Taxes required by law to be reported and paid by Lessee ("Lessee Taxes").

12. GENERAL INDEMNITY. To the extent permitted by applicable law, Lessee shall indemnify, defend, and hold harmless Lessor, its employees, officers, directors, agents and assignees from and against any and all claims arising out of or in connection the use of the Equipment (except to the extent that such claims are caused by a defect in the Equipment

13. TAX BENEFIT INDEMNITY. Lessor represents that Lessor is entitled to certain federal, state and local tax benefits available to an owner of Equipment (collectively, "Tax Benefits"). Lessee represents, warrants, and covenants to Lessor that (a) all Equipment will be used solely within the United States; and (b) Lessee will take no position inconsistent with the assumption that Lessor is the owner of the Equipment for federal, state, and local tax purposes. If, due to any act or omission of Lessee or any party acting through Lessee, or the breach or inaccuracy of any representation, warranty or covenant of Lessee contained the Master Agreement, Lessor reasonably determines that it cannot claim, is not allowed to claim, loses or must recapture any or all of the Tax Benefits otherwise available with respect to the Equipment subject to any Schedule (a "Tax Loss"), then Lessee shall, promptly upon demand pay to Lessor an amount sufficient to provide Lessor the same after-tax rate of return and aggregate after-tax cash flow through the end of the then-applicable Rental Term of such Schedule that Lessor would have realized but for such Tax Loss except where the Lessor would not be entitled to such Tax Benefits

14. LIMITATION OF LIABILITY. THE PARTIES EXPRESSLY AGREE THAT LESSOR SHALL BE LIABLE UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER; DAMAGE OR LOSS OF PROPERTY OR EQUIPMENT; LOSS OF PROFITS OR REVENUE; LOSS OF USE OF LESSEE'S MATERIAL, EQUIPMENT OR SYSTEMS; INCREASED COSTS OF ANY KIND, INCLUDING BUT NOT LIMITED TO CAPITAL COST, OR CLAIMS OF CUSTOMERS OF LESSEE. THE PARTIES EXPRESSLY AGREE THAT THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND THAT UNDER NO CIRCUMSTANCES SHALL THE TOTAL AGGREGATE LIABILITY OF LESSOR UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO LESSOR UNDER THIS MASTER AGREEMENT.

15. LESSEE REPRESENTATIONS AND COVENANTS. Lessee represents, warrants and covenants to Lessor that as of the date of this Master Agreement and for so long as this Master Agreement shall remain in effect: (a) all Equipment will be used by properly trained representatives of Lessee; (b) Lessee is duly organized and validly existing under applicable law in its jurisdiction of formation; (c) Lessee

AGREEMENT #Z002944593

has the power and authority to enter into this Master Agreement; (d) the execution, delivery and performance of the Master Agreement by Lessee have been duly authorized; (e) the execution, delivery and performance of the Master Agreement by Lessee do not (1) conflict with any of Lessee's organizational documents, (2) contravene, conflict with, constitute a default under or violate any laws applicable to the Lessee, (3) contravene, conflict or violate any applicable order, writ, judgment, injunction, decree, determination or award of any governmental authority by which Lessee or any of its subsidiaries or any of their property or assets may be bound or affected or (4) require any action by, filing, registration, or qualification with, or governmental approval from, any governmental authority not already obtained or completed; (f) the Master Agreement is enforceable against Lessee in accordance with its terms and such terms do not violate or create a default under any instrument or agreement binding on Lessee; (g) as of the date of its execution of this Master Agreement and as of the Delivery Date of any Equipment, there are no pending or threatened actions or proceedings before any court, administrative agency or other governmental authority related to this Master Agreement or the power or authority of Lessee to enter into this Master Agreement; (h) Lessee shall comply with the requirements of all applicable laws and regulations; (i) the Master Agreement shall be effective against all creditors of Lessee under applicable law, including fraudulent conveyance and bulk transfer laws, and shall raise no presumption of fraud; (j) all financial statements and other related information furnished by Lessee shall fairly present Lessee's financial position as of the dates given on such statements; (k) Lessee's name set forth in the signature block below is Lessee's full and accurate legal name; (l) Lessee's form and jurisdiction of organization, "location" (within the meaning of UCC Section 9-307), organization number and federal tax identification number are as set forth on Exhibit D hereto. Lessee agrees to provide Lessor advance written notice of any change in any of the representations and covenants set forth in clauses (g) through (l) of this Section 15.

16. FORCE MAJEURE. If the performance of any obligation under this Agreement by Lessor is prevented, restricted, or interfered with by reason of war, civil commotion, disruption in the supply chain, acts of public enemies, blockade, embargo, strikes, any law, order, proclamation, regulation, ordinance, demand, or requirement having a legal effect of any government or any judicial authority or representative of any such government, which is beyond the reasonable control of the Lessor, then the Lessor shall, upon giving prior written notice to the Lessee, be excused from such performance to the extent of such prevention, restriction, or interference, provided that the Lessor shall use reasonable commercial efforts to avoid or remove such causes of non-performance and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. The Lessor shall not be in default if any delay or failure to perform any obligation hereunder is caused by events beyond such party's control.

17. LESSEE DEFAULT. Any of the following shall constitute a default by Lessee under this Master Agreement and all Schedules: (a) Lessee fails to pay any Rent payment or any other amount payable to Lessor under this Master Agreement or any Schedule on the date due; or (b) Lessee defaults on or breaches any of the other terms and conditions of the Master Agreement or any Schedules; or (c) any representation or warranty made by Lessee in the Master Agreement proves to be incorrect, false or misleading when made or deemed made; or (d) any change occurs in relation to the business, management, ownership or financial condition of Lessee or any guarantor of all or any portion of Lessee's obligations under the Master Agreement or any Schedule ("Guarantor") that would have a material adverse effect on Lessee's ability to perform its obligations under this Master Agreement or any Schedule or Guarantor's ability to perform its obligations under its guaranty; or (e) Lessee or Guarantor dissolves or otherwise terminates its existence, ceases to do business or becomes insolvent or fails generally to pay its debts as they become due; or (f) any Equipment is levied against, seized or attached; or (g) Lessee or Guarantor makes an assignment for the benefit of creditors; or (h) a proceeding under any bankruptcy, reorganization, arrangement of debt, insolvency or receivership law is filed by or against Lessee or Guarantor (and, if such proceeding is involuntary, it is not dismissed within sixty (60) days after the filing thereof) or Lessee or Guarantor takes any action to authorize any of the foregoing matters; or (i) any letter of credit or guaranty issued in support of a Schedule is revoked, breached, cancelled or terminated (unless consented to in advance in writing by Lessor); or (j) any Guarantor fails to fulfill its obligations in favor of Lessor pursuant to its guaranty; or (k) Lessee merges or consolidates with any other corporation or entity, or sells, rents or disposes of all or substantially all of its assets without the prior written consent of Lessor (each a "Lessee Default").

18. LESSOR REMEDIES. If a Lessee Default occurs, Lessor may, in its sole discretion, exercise one or more of the following remedies: (a) declare all amounts due and to become due in the current year under any or all Schedules to be immediately due and payable; (b) terminate this Master Agreement or any Schedule; (c) take possession of, or render unusable, any Equipment wherever such Equipment may be located, without demand or notice and without any court order or other process of law, and no such action shall constitute a termination of any Schedule; (d) require Lessee to deliver the Equipment to a mutually agreeable location or allow Lessor access to retrieve such Equipment; (e) terminate any other agreement that Lessor may have with Lessee; or (f) exercise any other right or remedy available to Lessor at law or in equity. To the extent permitted by law, Lessee shall pay Lessor all costs and expenses that Lessor may incur to maintain, safeguard or preserve the Equipment, and other expenses incurred by Lessor in enforcing any of the terms, conditions or provisions of this Master Agreement (including legal fees and collection agency costs). Upon repossession or surrender of any Equipment, Lessor may rent, sell or otherwise dispose of the Equipment in a commercially reasonable manner, with or without notice and at public or private sale, and apply the net proceeds thereof to the amounts owed to Lessor hereunder. Any proceeds of any sale or rent of such Equipment in excess of the amounts owed to Lessor hereunder shall be retained by Lessor. Lessee agrees that with respect to any notice of a sale required by law to be given, ten (10) days' notice shall constitute reasonable notice. Upon payment of all past due Rent and the Stipulated Loss Value together with interest at the rate of 1.5% per month (or such lesser rate as is the maximum rate allowable under applicable law) from the date declared due until paid, Lessor will transfer to Lessee all of Lessor's interest in the Equipment for which such Rent and Stipulated Loss Value has been paid, which transfer shall be on an "AS IS, WHERE IS" basis, without any warranty, express or implied, from Lessor, other than the absence of any liens or claims by or through Lessor. With respect to any exercise by Lessor of its right to recover and/or dispose of any Equipment, Lessee acknowledges and agrees as follows: (1) Lessor shall have no obligation, subject to the requirements of commercial reasonableness, to clean-up or otherwise prepare the Equipment for disposition, (2) Lessor may comply with any applicable state or Federal law requirements in connection with any disposition of the Equipment, and any actions taken in connection therewith shall not be deemed to have adversely affected the commercial reasonableness of any such disposition, and (3) Lessor may convey the Equipment on an "AS IS, WHERE IS" basis, and without limiting the generality of the foregoing, may specifically exclude or disclaim any and all warranties, including any warranty of title or the like with respect to the disposition of the Equipment, and no such conveyance or such exclusion or such disclaimer of any warranty shall be deemed to have adversely affected the commercial reasonableness of any

such disposition. These remedies are cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise and may be enforced concurrently or separately from time to time.

19. TRUE LEASE; SECURITY INTEREST. LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES OTHERWISE GRANTED TO LESSEE BY UCC §§2A-508 THROUGH 2A-522 AS DEEMED APPLICABLE. If and to the extent that this Master Agreement is deemed a security agreement, Lessee hereby grants to Lessor, its successors and assigns, a security interest in all of Lessee's rights under and interest in the Equipment, all additions to the Equipment, and all proceeds of the foregoing. Such security interest secures all obligations owing by Lessee to Lessor. Lessee authorizes Lessor and any assignee of all or any portion of Lessor's interest in the Master Agreement ("Assignee") to file UCC financing statements disclosing Lessor's or Assignee's interest in the Equipment and in any "Additional Collateral" set forth in any Schedule. Lessee shall provide Lessor with at least forty-five (45) days' prior written notice of any change to Lessee's principal place of business, organization or incorporation.

20. ASSIGNMENT. Lessee shall not transfer, sublease, or assign any of its rights or obligations under the Master Agreement or any schedule.

21. TERMINATION. The Lessor may terminate this Agreement or any Schedule with thirty (30) days' prior written notice, if the Lessee fails to meet its obligations under this Agreement or any Schedule, such as failure to make payments when due. The thirty (30) day period following the written notice shall serve as cure period and if such failure of Lessee to meet its obligations is not cured during this time, then this Agreement or any applicable Schedule shall be immediately terminated pursuant to Sections 4 and 5 of this Agreement.

22. NOTICES. All notices required or permitted to be given under this Master Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or mailed via certified mail or a nationally recognized overnight courier service to the respective addresses set forth on Exhibit D hereto (or such other address or fax number as either party shall so notify the other).

23. GOVERNING LAW; VENUE. This Master Agreement and each Schedule shall be governed by the internal laws (as opposed to conflicts of law provisions) of the State of Missouri. The sole and exclusive venue or location in which any action or lawsuit may be brought regarding this Master Agreement shall be the Eleventh Judicial Circuit Court of St. Charles County Missouri and waive any objection relating to improper venue or forum non-conveniens to the conduct of any proceeding in any such court. This Section shall survive the termination or expiration of the Master Agreement.

24. CREDIT REVIEW AND ASSURANCES. Lessee consents to credit reviews by Lessor. Lessee agrees to promptly execute and deliver to Lessor such further documents and take such further action as Lessor may reasonably request in order to carry out the intent and purpose of this Master Agreement more effectively. Without limiting the generality of the foregoing, Lessee agrees (i) to furnish to Lessor from time to time, its certified financial statements, officer's certificates and appropriate resolutions, opinions of counsel and such other information and documents as Lessor may reasonably request, and (ii) to execute and timely deliver to Lessor any documents that Lessor deems reasonably necessary under applicable law to perfect or protect Lessor's security interest in the Equipment or to evidence Lessor's ownership interest therein as the case may be; provided, however, that Lessee authorizes Lessor to file any such financing statement or any amendment or continuation thereof or other document without Lessee's authentication to the extent permitted by applicable law; provided, however, Lessor agrees to file a release or termination of any such financing statement within thirty (30) days after the end of the total term for such Equipment. It is also agreed that Lessor or Lessor's agent may, and is hereby authorized to, file as a financing statement, any rent document (or copy thereof, where permitted by law) that Lessor deems appropriate to perfect or protect Lessor's security interest in the Equipment or to evidence Lessor's ownership interest therein, at Lessor's cost and expense; provided, however, Lessor agrees to file a release or termination with respect to such financing statement or rent document within thirty (30) days after the end of the total term for such Equipment.

25. ENTIRE AGREEMENT; AMENDMENTS. This Master Agreement and all attachments including all Schedules together constitute the entire agreement between Lessor and Lessee relating to the leasing of the Equipment, and supersedes all prior agreements relating thereto, whether written or oral, and may not be amended or modified except in a writing signed by the parties hereto.

26. NO WAIVER. Any failure of either Party to require strict performance by the other Party, or any written waiver of any provision hereof, shall not constitute consent or waiver of any other breach of the same or any other provision hereof.

27. INVALIDITY. If any provision of this Master Agreement shall be prohibited by or invalid under law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Master Agreement and any such Schedule.

28. COUNTERPARTS. This Master Agreement may be executed in counterparts, and, when so executed, each counterpart shall be deemed to be an original and such counterparts together shall constitute one and same instrument. The original of each Schedule shall constitute chattel paper for purposes of the UCC. If there are multiple originals of a Schedule, the one marked "Lessor's Copy" or words of similar import shall constitute the only chattel paper.

29. SURVIVAL. All obligations of Lessee to make payments to, or to indemnify, Lessor and all rights of Lessor shall survive the cancellation or termination of this Master Agreement

30. NON-APPROPRIATION. If Lessee is a state and/or a local government, Lessee represents that it has funds available to pay Rent until the end of its then-current appropriation period, and that Lessee intends to request funds to make payments in each appropriation period from now until the end of the Rental Term. If either sufficient funds are not appropriated to make payments or any other amounts due under a Schedule (to the extent required by applicable law) is not renewed either automatically or by mutual ratification, the Schedule shall terminate and Lessee shall not be obligated to make payments under this Master Agreement or the Lease beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, Lessee shall, no later than the end of the fiscal year for which payments have been appropriated or the term of this Lease has been renewed, deliver possession of the Equipment to Lessor in accordance with the provisions set forth in Section 5 of this Agreement with the exception that Equipment shall be returned within fourteen (14) days.

IN WITNESS WHEREOF, Lessee and Lessor have executed this Master Agreement on the dates specified below.

LESSEE: CITY OF ST. CHARLES, MISSOURI

LESSOR: ZOLL MEDICAL CORPORATION

By: _____

Signed by:
By: Kurt Sandstrom
38CC8F-A442B9492...

Name: _____

Name: Kurt Sandstrom

Title: _____

Title: Vice President and General Manager, EMS Business Unit

Date: _____

Date: Apr 28, 2026

**EXHIBIT A
FORM OF EQUIPMENT SCHEDULE**

Internal Reference Number: Q-130273-v1

MASTER AGREEMENT SCHEDULE – No. 1

ZOLL Medical Corporation (“Lessor”) and City of St. Charles, Missouri (“Lessee”) are parties to the Master Agreement. This Master Agreement Schedule (which shall be identified by the Counterpart Number specified above) and the Master Agreement together comprise a separate Lease between the parties. The terms and conditions of the Master Agreement are hereby incorporated by reference into this Schedule. All capitalized terms used in this Schedule without definition have the meanings ascribed to them in the Master Agreement.

1. LEASE SCHEDULE.

A. Description of Items of Leased Equipment are listed in Exhibit 1 hereto.

B. Rental Term: 120 Months

2. Rent Amount: \$165,022.47/year starting Net 30 days (excluding any applicable taxes)

Amount is payable: ANNUALLY

Lessee shall pay Lessor the Rent payment specified above for the length of the Rental Term within thirty (30) days after the delivery of the Equipment and monthly, quarterly or annually as set forth above, thereafter on the same date or on the last day of the calendar month if the month does not contain the same Delivery Date.

As used herein, “Replacement Period” shall mean the first 60 months of the Rental Term. Prior to the expiration of the Replacement Period, Lessee shall have the option to elect a one-time replacement of all the Equipment in a category. The replacement devices will be of the same configuration, in new condition and will be the same or newer platform. For example, if Lessee has leased ten defibrillators and ten ventilators, Lessee may elect to replace all ten defibrillators and all ten ventilators, all ten defibrillators and no ventilators or no defibrillators and all ten ventilators, but Lessee shall not be permitted to replace five defibrillators and/or five ventilators. If Lessee replaces Equipment, a second allotment of accessories and disposables will be provided, in the same quantity as the original Schedule, within ninety (90) days of the end of the Replacement Period. If accessories or disposables are not on the original quote and applicable Schedule, then the Lessee shall be financially responsible for new accessories and/or disposables.

For subsequent Equipment Schedules placed for new orders under the Master Agreement (“Subsequent Schedules”), the Replacement Period for such Subsequent Schedules will be adjusted to align with the end of the Replacement Period for the first Master Agreement Schedule. For example, if the Rental Term of the first Schedule is from 01/2025 to 12/2034, then the Replacement Period for such Schedule would expire on 12/2029. If a Subsequent Schedule is entered into with a Rental Term from 05/2027 to 12/2034 because it would be coterminous with the Master Agreement and the Replacement Period for such Subsequent Schedule would still expire on 12/2029 (i.e., the Replacement Period expiration date aligns with the first Schedule). No Subsequent Schedules shall be granted under the Master Agreement after the Replacement Period ends.

3. LEASE PACKAGE:

Lessee will return the Equipment under this program as set forth in Section 5 of the Master Agreement at the expiration or earlier termination of the Rental Term, whichever occurs first.

4. EQUIPMENT LOCATION(S):

1. _____
2. _____
3. _____
4. _____

5. LESSEE’S END-OF-LEASE-TERM.

Fair Market Value. This program package is structured as a Fair Market Value agreement. Upon expiration of the Rental Term, provided that the associated Schedule has not been terminated early by Lessor or Lessee in accordance with the terms set forth in the Master Agreement, Lessee may purchase all (but not less than all) of the Equipment, for the Fair Market Value as set forth in Section 8 of the Master Agreement (plus all applicable Taxes), which amount shall be due and payable on or before the last day of the applicable Rental Term. If the Lessee fails to return the Equipment, Lessee shall be liable to return the Equipment in accordance with Section 5 of the Master Agreement. In the event Lessor and Lessee are unable to agree on the Fair Market Value of any Equipment, Lessor may (a) select an independent appraiser in its sole discretion to conclusively determine such amount with the cost of the appraiser paid by Lessor or (b) terminate the Schedule and request Lessee to return Equipment in accordance with Section 5 of the Master Agreement.

6. ADDITIONAL SCHEDULE INSTRUCTIONS.

Intentionally omitted.

LESSOR AGREES TO LEASE TO LESSEE AND LESSEE AGREES TO LEASE FROM LESSOR THE EQUIPMENT DESCRIBED IN ATTACHMENT 1 OF THIS SCHEDULE. SUCH LEASE WILL BE GOVERNED BY THE MASTER AGREEMENT AND THIS SCHEDULE, INCLUDING THE TERMS AND CONDITIONS SET FORTH ABOVE. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS SCHEDULE AND THE MASTER AGREEMENT, THE TERMS OF THIS SCHEDULE SHALL GOVERN.

IN WITNESS WHEREOF, Lessee and Lessor have executed this Master Agreement Schedule on the dates specified below.

LESSEE: CITY OF ST. CHARLES, MISSOURI

LESSOR: ZOLL MEDICAL CORPORATION

By: _____

Signed by:
By: Kurt Sandstrom
38CC0FA4H2B349Z...

Name: _____

Name: Kurt Sandstrom

Title: _____

Title: Vice President and General Manager, EMS
Business Unit

Date: _____

Date: Apr 28, 2026

**EXHIBIT 1 OF SCHEDULE
EQUIPMENT LIST**

Part Number	QTY	Product Description
8116-11-41-23101-10-USA	10	Zenix Monitor/Defibrillator, EMS, Fire Configuration
8016-000111-01	20	SurePower 4 Battery
8016-001000	10	SurePower 4 Charger Adapter
8050-0030-01	6	SurePower Charging Station
98-0599-4C	10	Zenix NIBP Cuff, Large Adult Plus
98-0599-4K	10	Zenix NIBP Cuff, Small Adult Plus
98-0599-4I	10	Zenix NIBO Cuff, Child
8000-000862	10	Masimo LNCS-II Rainbow DCI 8λSpCOAdult Sensor, 3ft
8016-000860-01	10	Zenix Carry Case, Large
8400-110045	10	CaseReview Premium Subscription, R Series and X Series, Hosted
8778-8900055-ZOZ	10	ZOLLONE-Worry-Free Service Plan – On-Site – 5 Year – Zenix
6008-9901-61	10	ZOLL X Series Trade In Allowance (EMS Group)

EXHIBIT B**ALS/BLS Software Solutions Master Application Service Provider Agreement****(This EXHIBIT B only applies if RescueNet® CaseReview is included in the applicable quote)**

1. Schedules. Lessor shall provide to Lessee the ASP Services, Implementation Services and Support Services identified in any Schedule under the ZOLL One Program Master Agreement (“Master Agreement”) in accordance with the terms of this ALS/BLS Software Solutions Master Application (“ASP Agreement”). ASP Services are further defined in Section 2. Implementation Services are further defined in Section 3. Support Services are further defined in Section 4. The ASP Services, Implementation Services, and Support Services are each, and are collectively, “**Services**.” The terms and conditions set forth in this ASP Agreement shall only apply to Equipment leased under the associated Schedule and the Master Agreement. For the sake of clarity, these terms and conditions do not apply to any Lessor patient care reporting software, which would be purchased under a separate agreement.

2. ASP Services. “ASP Services” means the hosting and maintenance of Lessor software, as modified, updated, and enhanced (the “**Underlying Software**”), for remote electronic access and use by Registered Users on the website with a unique URL to be provided by Lessor to Lessee (the “**Lessor Site**”) in substantial conformity with the instructions for use, documentation and users manuals from time-to-time provided by Lessor (the “**Documentation**”), as listed in any Schedule for such services and before that Schedule has expired or been terminated in accordance with the Master Agreement. Lessee acknowledges that the ASP Services are only compatible with Lessor equipment that has been enabled and configured for use with the ASP Services in accordance with the Documentation and only with the browser and other technical environment that supports the use of the ASP Services in accordance with the Documentation.

2.1. Provision of ASP Services. Subject to the terms and conditions of the Master Agreement, Lessor will use commercially reasonable efforts to make the ASP Services available to Lessee and Lessee’s employees, directors, principals, partners, consultants and agents authorized to use ASP Services on behalf of Lessee and registered through the Lessor Site for such use (“**Registered Users**”) through the Lessor Site over normal network connections in accordance with the Documentation, excepting downtime due to necessary maintenance and troubleshooting. Lessee, not Lessor, shall be responsible for controlling Registered Users and protection of confidentiality of its login identifications and passwords. Lessee acknowledges that (i) it is responsible for maintaining its interface and connectivity to the ASP Services and (ii) any facilities used for provision of the ASP Services may be owned or operated by Lessor, or a Lessor affiliate or a third party, or any combination of such facilities, as determined by Lessor. Lessee acknowledges that Lessor may modify and upgrade the ASP Services, on an ongoing basis, to improve or adapt the ASP Services. Without limiting the foregoing, Lessor will have the right, in its sole discretion, to develop, provide and market new, upgraded or modified ASP Services to Lessee, including adding, removing or modifying the functionality or features of the ASP Services accessible by Registered Users. Lessor will use commercially reasonable efforts to notify Lessee within a reasonable period of time prior to the implementation of such changes so that Lessee is reasonably informed of alterations to the ASP Services that will affect the ASP Services and Lessee’s use of them. Notwithstanding anything to the contrary in the Master Lessor may cease providing any ASP Services upon at least six months advance notice to Lessee.

2.2. Access Software. Subject to the terms and conditions of this ASP Agreement, Lessor grants to Lessee, during the Term, a non-exclusive, non-transferable, non-sublicensable license for Registered Users to access and use the ASP Services using the Lessor software that Registered Users may download at the Lessor Site to access the ASP Services, as modified, updated and enhanced (the “**Access Software**”), each as made available to Lessee through the Lessor Site, solely for Lessee’s internal business purposes and solely in accordance with the Documentation. Access Software and Underlying Software are, collectively, the “**Software**.”

2.3. Restrictions. Lessee shall not, and shall not permit any third party to: (a) use, reproduce, modify, adapt, alter, translate or create derivative works from the ASP Services, Software or Documentation; (b) merge the ASP Services, Software or Documentation with other software or services; (c) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer or allow access to the ASP Services, Software or the Documentation to any third party; (d) reverse engineer, decompile, disassemble, or otherwise attempt to alter or derive the Source Code for the ASP Services or Software; (e) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included in the ASP Services, Software or Documentation; or (f) otherwise use or copy the ASP Services, Software or Documentation in any manner not expressly permitted by the Master Agreement. Lessee agrees not to use the ASP Services in excess of its authorized login protocols. Lessee shall immediately notify Lessor of any unauthorized use of Lessee’s login ID, password or account or other breach of security. If Lessee becomes aware of any actual or threatened activity contemplated by the restrictions on use set forth in this section, Lessee will, and will cause Registered Users to, immediately take all reasonable measures necessary to stop the activity or threatened activity and to mitigate the effect of such activity including: (i) discontinuing and limiting any improper access to any data; (ii) preventing any use and disclosure of improperly obtained data; (iii) destroying any copies of improperly obtained data that may have been made on their systems; (iv) otherwise attempting to mitigate any harm from such events; and (v) immediately notifying Lessor of any such event so that Lessor may also attempt to remedy the problem and prevent its future occurrence.

2.4. Service Level Targets.

2.4.1. Downtime. “**Downtime**,” expressed in minutes, is any time the ASP Services are not accessible to Registered Users.

2.4.2. Planned Downtime. “**Planned Downtime**” is Downtime during which ASP Services may not be available in order for Lessor to continue to provide commercially reasonable services, features and performance to its customers. Planned Downtime includes, but not limited to: (a) Standard Maintenance; and (b) Emergency Maintenance. “**Standard Maintenance**” is performed when upgrades or system updates are desirable. “**Emergency Maintenance**” is performed when a critical system update must be applied quickly to avoid significant Downtime. Standard Maintenance may be performed weekly on Monday and Wednesday between the hours of 7 p.m. to 11 p.m. in Broomfield, Colorado. Lessor will provide Lessee with notice at least 24 hours in advance of Standard Maintenance.

2.4.3. Excused Downtime. “**Excused Downtime**” time is Downtime caused by: (a) services, software or hardware provided by anyone or any entity other than Lessor, (b) software, services or systems operating outside of a Lessor Site, including any software or systems operating on a Lessee’s premises (including Lessor software); (c) a Force Majeure Event or (d) Lessee’s failure to comply with its obligations under the Master Agreement or use of the ASP Services in ways that were not intended.

2.4.4. Unplanned Downtime. Unplanned Downtime in a calendar month is expressed as a percentage calculated as follows:

$$\frac{(\text{Downtime} - (\text{Planned Downtime} + \text{Excused Downtime}))}{\text{Total number of minutes in the calendar month}} \times 100 = x \%, \text{ where “x” is Unplanned Downtime.}$$

2.4.5. Unplanned Downtime Goal. Lessor endeavors to provide the ASP Services such that there is less than 1% of Unplanned Downtime in a calendar month (the “**Unplanned Downtime Goal**”). The ASP Services covered by the Unplanned Downtime Goal are those for which Lessee has paid all Fees when due and is using in the course of carrying out its normal business operations in accordance with this ASP Agreement and the Master Agreement.

2.4.6. Revocation of Administrative Rights. Notwithstanding anything to the contrary in this ASP Agreement, Lessor may revoke administrative rights, including database access rights, if the use of any such rights results in Downtime.

2.4.7. Lessee Content; Security.

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2.4.7.1. Lessee Content. As between Lessor and Lessee, Lessee will retain all right, title and interest in and to all data, information or other content provided by Lessee in its use of the ASP Services (“**Lessee Content**”); *provided, however*, that Lessor may de-identify Lessee Content and use it for any lawful purpose not prohibited by HIPAA.

2.4.7.2. Security. Subject to Lessee’s obligations under this ASP Agreement, Lessor will implement commercially reasonable security measures within the ASP Services in an attempt to prevent unlawful access to Lessee Content by third parties. Such measures may include, where appropriate, use of updated firewalls, commercially available virus screening software, logon identification and passwords, encryption, intrusion detection systems, logging of incidents, periodic reporting, and prompt application of current security patches and virus definitions.

2.4.7.3. Retention of Lessee Content. Although Lessor will use commercially reasonable efforts to maintain the integrity of the Lessee Content, to back up the Lessee Content, and to provide full and ongoing access to the ASP Services, loss of access to the ASP Services and loss of Lessee Content may occur. Lessee will be responsible for compliance with all records retention requirements applicable to Lessee. Lessor will not be responsible for any loss, corruption of or inaccessibility of the Lessee Content due to interruption in the ASP Services or otherwise arising out of circumstances not within Lessor’s control.

2.4.7.4. Availability of Lessee Content. It is Lessee’s responsibility to maintain any Lessee Content that it requires for archival purposes, ongoing management of its operations and compliance with applicable records retention requirements. Unless specified otherwise in the Master Agreement, Lessor will store Lessee Content, other than Inactive Lessee Content as defined below (the “**Active Lessee Content**”), in Lessor’s working data set until the earlier of (i) five years (calculated from the date of creation of such Lessee Content, or Lessor’s receipt of such Lessee Content, whichever is later) or (ii) the expiration or termination of this ASP Agreement or the Schedule under which such Active Lessee Content was stored (the “**Active Retention Period**”). Upon the expiration of the Active Retention Period, Lessor will notify Lessee in writing and will provide Lessee the option, which Lessee shall exercise by informing Lessor in writing, within 30 days of receiving the notice, that either (a) Lessee wishes to receive Active Lessee Content in a database determined by Lessor in its sole and absolute discretion (a “**Database**”), or (b) Lessee will pay Lessor, at Lessor’s then-current storage rates and upon Lessor’s then-current terms and conditions, to continue to store the Active Lessee Content. If Lessee fails to exercise one of the foregoing options within such 30-day period, Lessor will have the right to destroy the Active Lessee Content. During the time Lessor stores Lessee Content for Lessee hereunder, Lessor may periodically identify Lessee Content that has had no activity associated with it for at least 180 days (“**Inactive Lessee Content**”) and will notify Lessee in writing of its intent to remove the Inactive Lessee Content from Lessor’s working data set and destroy such data, unless Lessee requests, in writing, within 30 days of receiving the notice from Lessor, that either (z) Lessee wishes to receive the Inactive Lessee Content in a Database, or (y) Lessee will pay Lessor, at Lessor’s then-current storage rates and upon Lessor’s then-current terms and conditions, to continue to store such Inactive Lessee Content. If Lessee fails to exercise one of the foregoing options within such 30-day period, Lessor will have the right to destroy the applicable Inactive Lessee Content in its possession or under its control. Except for this Section 3.4.7.4, the terms of Section 3.4 (including, without limitation, the Unplanned Downtime Goal) do not apply to Lessee’s access of Inactive Lessee Content. Lessee represents, warrants and agrees that it (A) is solely responsible for determining the retention period applicable to it with respect to Lessee Content maintained by Lessor; (B) has consulted with or has had the opportunity to consult with legal, information governance or records management professionals; and (C) is not relying upon Lessor to assist with determining the records maintenance or retention requirements applicable to it.

2.4.8. Modifications. Changes to this Section 2.4 may be made from time to time at Lessor’s sole discretion. Lessee will be notified of any such changes that are material.

3. Implementation Services. Lessor shall provide ASP Services implementation, training and any related services identified in a Schedule (the “**Implementation Services**”). Lessee shall, in a timely manner and at its own expense, cooperate and provide or make available to Lessor access to the Lessee’s premises, systems, telephone, terminals and facsimile machines and all relevant information, documentation and staff reasonably required by Lessor to enable Lessor to perform the Implementation Services. Lessee acknowledges that any time frames or dates for completion of the Implementation Services set out in a Schedule are estimates only and the ability to meet them is influenced by a range of factors including, without limitation, response times and level of cooperation of Lessee. Any obligations as to time are therefore on a “reasonable efforts” basis only and Lessor shall not be liable for failure to meet time frames or completion dates unless solely due to Lessor’s gross negligence.

4. Support Services. Lessor shall provide the following Support Services for ASP Services, except that Lessor will have no obligation to provide such Support Services if any payments are past due.

4.1. Support.

4.1.1. Emergency Support. Lessor shall provide telephone support to Lessee for 24 hours a day, 7 days a week, to address Errors that prevent Lessee from using Supported ASP Services for a purpose for which Lessee has an immediate and material need. “**Supported ASP Services**” means the ASP Services for which Lessee has paid the then-current Fees. “**Supported Environment**” means a browser and other technical environment that supports the use of the ASP Services in accordance with the Documentation. “**Error**” means a reproducible defect in the Supported ASP Services when operated in accordance with the Documentation in a Supported Environment that causes the Supported ASP Services not to operate substantially in accordance with such Documentation.

4.1.2. Technical Support. Lessor shall provide telephone support to Lessee during 6 a.m. to 6 p.m. Eastern Time, Monday to Friday, excluding Lessor holidays (“**Business Hours**”) to address all other Errors relating to any Supported ASP Services. Such telephone support will include (i) clarification of functions and features of the Supported ASP Services; (ii) clarification of the Documentation; (iii) guidance in operation of the Supported ASP Services; (iv) assistance in identifying and verifying the causes of suspected Errors in the Supported ASP Services; and (v) advice on bypassing identified Errors in the Supported ASP Services, if reasonably possible. Responses to such reporting shall be provided at a minimum within twenty-four (24) hours during Business Hours.

4.1.3. Resolution. Lessor shall use commercially reasonable efforts to provide a modification or workaround to Supported ASP Services that resolves an Error in all material respects (“**Resolution**”).

4.1.4. Expenses. Support Services provided hereunder shall be provided from Chelmsford, Massachusetts or Broomfield, Colorado, as determined in Lessor’s sole discretion. Should Lessee request that Lessor send personnel to Lessee’s location to resolve any Error in the Supported ASP Services, Lessor may charge Lessee a fee of \$2,500 for each day Lessor personnel is at Lessee’s location.

4.1.5. Exceptions. Lessor shall have no responsibility under this ASP Agreement to fix any Errors arising out of or related to the following causes: (a) Lessee’s modification or combination of the Access Software (in whole or in part), (b) use of the Supported ASP Services in an environment other than a Supported Environment; or (c) accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of media not furnished by Lessor; excessive heating; fire and smoke damage; operation of the Supported ASP Services with other media and hardware, software or telecommunication interfaces; or causes other than ordinary use. Any corrections performed by Lessor for such Errors shall be made, in Lessor’s reasonable discretion, at Lessor’s then-current time and material charges. Lessor will provide the Support Services only for the most current release and the one immediately preceding major release of any Access Software. Notwithstanding anything to the contrary in the Master Agreement, (i) Lessor may cease providing Support Services for any ASP Services upon at least six (6) months advance notice to Lessee of such cessation and (ii) Support Services do not cover Third Party Products or Services (defined below).

4.2. Conditions and Limitations. Lessee shall provide Lessor with access to Lessee’s personnel and its equipment. This access must include the ability to remotely access the equipment on which the Supported ASP Services are operating and to obtain the same access to the equipment as those of Lessee’s employees having the highest privilege or clearance level. Lessor will inform Lessee of the specifications of the remote access methods available and associated software needed, and Lessee will be responsible for the costs and use of said equipment. Fees for third party software and services are set by the owner of such software.

5. Warranties.

5.1. Implementation Services and Support Services. Subject to Lessee being current with its payments under the Master Agreement, any Implementation Services or Support Services provided to Lessee will be performed with due care in a professional and workmanlike manner. Lessor shall perform the Implementation Services or Support Services again if Lessor was unsuccessfully in completing the Implementation Services and/or Support Services. Lessee shall notify the Lessor in writing within thirty (30) days following performance of the unsuccessful Implementation Services or Support Services, specifying the nature of the unsuccessful services in reasonable detail.

5.2. ASP Services and Access Software. Subject to the Lessee being current with payments under the Master Agreement, Lessor states with respect to any ASP Services that (i) Lessor has the right to license the Access Software and Documentation and make the ASP Services available to Lessee pursuant to this ASP Agreement and (ii) the ASP Services, when used as permitted and in accordance with the Documentation, will materially conform to the Documentation. Lessor does not warrant that Lessee's use of the ASP Services will be error free or uninterrupted. Lessee will notify Lessor in writing of operating issues with respect to any ASP Services prior to the expiration or termination of the associated Schedule for such ASP Services. If Lessor is unable to provide a correction or workaround pursuant to the terms governing the provision of the ASP Services after using commercially reasonable efforts, Lessor may terminate such Schedule upon written notice to Lessee. Any such correction or workaround shall not extend the term of such Schedule. This [Section 5.2](#) sets forth Lessee's exclusive remedy, and Lessor's entire liability, for operating issues for the ASP Services contained herein.

5.3. Warranty Disclaimers. The remedies for the Software and Services are solely and expressly as set forth in [Section 5.1](#) and [Section 5.2](#) and are expressly qualified, in their entirety, by this [Section 5.3](#). EXCEPT AS EXPRESSLY SET FORTH IN [SECTION 5.1](#) AND [SECTION 5.2](#), (A) THE SOFTWARE AND SERVICES ARE PROVIDED STRICTLY "AS IS", WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, WRITTEN OR ORAL; (B) LESSOR DOES NOT PROMISE THAT THE SOFTWARE OR SERVICES WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE OR THAT THEY ARE SUITABLE FOR THE PARTICULAR NEEDS OF CUSTOMER, REGISTERED USERS OR ANY THIRD PARTY; AND (C) LESSOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE OR USAGE IN TRADE. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS ASP AGREEMENT, AND THAT NO WARRANTIES ARE MADE BY ANY OF LESSOR'S LICENSORS OR SUPPLIERS WITH RESPECT TO THIRD PARTY PRODUCTS OR SERVICES. Lessee acknowledges and agrees that, in entering into this ASP Agreement, it has not relied upon the future availability of any new or enhanced feature or functionality, or any new or enhanced product or service, including, without limitation, updates or upgrades to Lessor's existing products and services. Lessor's performance obligations hereunder are limited to those expressly enumerated herein, and payment for Lessor's performance obligations shall be due as described herein.

6. Confidentiality. Neither party will use any trade secrets, information, or other material, tangible or intangible, that relates to the business or technology of the other party and is marked or identified as confidential or is disclosed in circumstances that would lead a reasonable person to believe such information is confidential ("Confidential Information") for any purpose not expressly permitted by this ASP Agreement, and will further disclose the Confidential Information of the party disclosing it ("Disclosing Party") only to the employees or contractors of the party receiving it ("Receiving Party") who have a need to know such Confidential Information for purposes of this ASP Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. The ASP Services, Software and Documentation shall be Lessor's Confidential Information (including without limitation any routines, subroutines, directories, tools, programs, or any other technology included in the Software), notwithstanding any failure to mark or identify it as such. The Receiving Party's obligations under this [Section 7](#) with respect to any Confidential Information of the Disclosing Party will terminate when and to the extent the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, Confidential Information. In addition, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) necessary for the Receiving Party to enforce its rights under this ASP Agreement in connection with a legal proceeding; or (ii) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such disclosure in writing prior to making such disclosure and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such disclosure.

7. Indemnification.

7.1. By LESSOR. Lessor will defend, at its own expense, any action against Lessee or its or any of its agents, officers, director, or employees ("Lessee Parties") brought by a third party alleging that any Software or Services infringe any U.S. patents or any copyrights or misappropriate any trade secrets of a third party, and Lessor will pay those costs and damages finally awarded against the Lessee Parties in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on Lessee: (a) notifying Lessor promptly in writing of such claim or action; (b) giving Lessor sole control of the defense thereof and any related settlement negotiations; and (c) cooperating with Lessor and, at Lessor's request and expense, assisting in such defense. If any of the Software or Services become, or in Lessor's opinion is likely to become, the subject of an infringement claim, Lessor may, at its sole option and expense, either: (i) procure for Lessee the right to continue using such Software or Services; (ii) modify or replace such Software or Services with substantially similar software or services so that such Software or Services becomes non-infringing; or (iii) terminate this ASP Agreement, in whole or in part. Notwithstanding the foregoing, Lessor will have no obligation under this [Section 7.1](#) or otherwise with respect to any infringement claim based upon: (1) use of any of the Software or Services not in accordance with this ASP Agreement; (2) any use of any Software or Services in combination with products equipment, software, services or data not supplied by Lessor if such infringement would have been avoided but for the combination with other products, equipment, software, services or data; (3) the failure of Lessee to implement any replacements, corrections or modifications made available by Lessor for any Software or Services including, but not limited to, any use of any release of the Software other than the most current release made commercially available by Lessor; (4) any Lessee Content any modification of any Software or Services or use thereof by any person other than Lessor or its authorized agents or subcontractors. This [Section 7](#) states Lessor's entire liability and the exclusive remedy for any claims of infringement.

7.2. By Lessee. To the extent permitted by law, Lessee shall indemnify, defend and hold Lessor and its agents, officers, directors and employees (the "Lessor Parties") harmless from and against any and all liabilities, losses, expenses, damages and claims (collectively, "Claims") that arise out of the following except to the extent the Claims are due to the gross negligence, intentional misconduct or breach of this ASP Agreement by the Lessor Parties: (i) (ii) any of the Lessee Parties' use or misuse of any of the Software or Services, including without limitation in combination with Lessee's software or services or third party software or services; (iii) any modifications made by any of the Lessee Parties to any of the Software or Services; (iv) infringement by any of the Lessee Parties of any third party intellectual property right; (v) Taxes (other than taxes based on Lessor's net income) and any related penalties and interest, arising from the payment of the Fees or the delivery of the Software and Services to Lessee; and (ix) any violation of laws or regulations, including without limitation applicable export and import control laws and regulations in the use of any of the Software or Services, by any of the Lessee Parties.

8. Limitation of Liability. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL LESSOR OR ITS AFFILIATES, SUBCONTRACTORS OR SUPPLIERS, OR ANY OF THEIR OFFICERS OR DIRECTORS, BE LIABLE, EVEN IF ADVISED OF THE POSSIBILITY,

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FOR: (i) SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), (ii) LOSS OF PROFIT, DATA, BUSINESS OR GOODWILL, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR (iii) ANY LOSSES, COSTS OR DAMAGES ASSOCIATED WITH CUSTOMER'S PRODUCTS OR OTHER ELEMENTS INCORPORATED OR USED THEREWITH WHICH WERE NOT PROVIDED BY LESSOR OR WITH RESPECT TO ANY MODIFICATIONS MADE TO THE SOFTWARE OR SERVICES OR MISUSE OF THE SOFTWARE OR SERVICES. LESSOR'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE PRO-RATED PORTION AMOUNT PAID TO LESSOR BY CUSTOMER FOR THE SOFTWARE AND SERVICES PROVIDED UNDER THIS ASP AGREEMENT DURING THE 12-MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. Lessee acknowledges that these limitations reflect the allocation of risk set forth in this ASP Agreement and that Lessor would not enter into this ASP Agreement without these limitations on its liability. Lessee agrees that these limitations shall apply notwithstanding any failure of essential purpose of any limited remedy. The remedies in this ASP Agreement are Lessee's sole and exclusive remedies. In addition, Lessor disclaims all liability of any kind of Lessor's licensors and suppliers, for third party products or services, and for the actions or omissions of Lessee's representatives.

9. Ownership. All right, title and interest, including but not limited to all existing or future copyrights, trademarks, service marks, trade secrets, patents, patent applications, know how, moral rights, contract rights, and proprietary rights, and all registrations, applications, renewals, extensions, and combinations of the foregoing, in and to the following are the exclusive property of Lessor (or, as the case may be, its subsidiaries, licensors and suppliers): (i) ASP Services, Software, Documentation, and all proprietary technology used by Lessor to perform its obligations under this ASP Agreement; (ii) all software, tools, routines, programs, designs, technology, ideas, know-how, processes, techniques and inventions that Lessor makes, develops, conceives or reduces to practice, whether alone or jointly with others, in the course of performing the Services; (iii) the fully compiled version of any of the foregoing software programs that can be executed by a computer and used without further compilation (the "**Executable Code**"); (iv) the human readable version of any of the foregoing software programs that can be compiled into Executable Code (the "**Source Code**"); and (v) all enhancements, modifications, improvements and derivative works of each and any of the foregoing (the "**Lessor Property**"). If any derivative work is created by Lessee from the Software or Services, Lessor shall own all right, title and interest in and to such derivative work. Any rights not expressly granted to Lessee hereunder are reserved by Lessor.

10. Term and Termination.

10.1. Term. The term of this ASP Agreement ("**Term**") begins on the effective date of the associated Schedule incorporating this ASP Agreement and continues until it is terminated. The term of each associated Schedule begins on the effective date of such Schedule and continues until it expires or is terminated.

10.2. Termination. Either party may terminate this ASP Agreement without cause upon thirty (30) days' prior written notice to the other party. Either party may terminate this ASP Agreement if the other party materially defaults in the performance of any of its obligations hereunder and fails to cure such default within twenty (20) days after written notice from the non-defaulting party. This ASP Agreement may not extend beyond the term of the associated Schedule.

10.3. Effects of Termination. Upon expiration or termination of this ASP Agreement for any reason: (a) all amounts, if any, owed to Lessor for ASP Service or the associated Schedule that has expired or been terminated (the "**Expired or Terminated Document**") before such termination or expiration will become immediately due and payable; (b) Lessee's right to access the ASP Services, and all licensed rights granted, in the Expired or Terminated Document will immediately terminate and cease to exist; and (c) Lessee must (i) promptly discontinue all use of any ASP Services provided under the Expired or Terminated Document (ii) erase all copies of Access Software, if any, from Lessee's computers and the computers of its customers and return to Lessor or destroy all copies of such Access Software and related Documentation on tangible media in Lessee's possession and (iii) return or destroy all copies of the Documentation in Lessee's possession or control; (d) each party shall promptly discontinue all use of the other party's Confidential Information disclosed in connection with the Expired or Terminated Document and return to the other party or, at the other party's option, destroy, all copies of any such Confidential Information in tangible or electronic form.

11. General Provisions.

11.1. Compliance with Laws. Lessee shall comply with all applicable laws and regulations, and obtain required authorizations, concerning its use of the ASP Services, including without limitation if applicable all export and import control laws and regulations. Lessee will not use any ASP Services for any purpose in violation of any applicable laws. Lessor may suspend performance if Lessee violated applicable laws or regulations.

11.2. Audits and Inspections. Upon written request from Lessor, Lessee shall furnish Lessor with a certificate signed by, at least, Vice President level executive of Lessee stating that the ASP Services are being used strictly in accordance with the terms and conditions of this ASP Agreement. During the Term and for a period of six months following the termination or expiration of this ASP Agreement, upon prior written notice, Lessor will have the right, during normal business hours, to inspect, or have an independent audit firm inspect, Lessee's records relating to Lessee's use of the ASP Services to ensure it is in compliance with the terms of this ASP Agreement.

11.3. Assignments. Assignment terms are set forth in the Master Agreement and shall also apply to this ASP Agreement.

11.4. U.S. Government End Users. If Lessee is a branch or agency of the United States Government, the following provision applies. The Software and Documentation are composed of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and are (i) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202 1 (JUN 1995) and 227.7202 3 (JUN 1995).

11.5. Notices. All notices, consents, and approvals under this ASP Agreement shall be the same terms as set forth in the Master Agreement.

11.6. Governing Law and Venue. This ASP Agreement will be governed by and interpreted in accordance with the laws of the State of Missouri without reference to its choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this ASP Agreement. The sole and exclusive venue or location in which any action or lawsuit may be brought regarding this ASP Agreement shall be the Eleventh Judicial Circuit Court of St. Charles County Missouri and waive any objection relating to improper venue or forum non-conveniens to the conduct of any proceeding in any such court. This Section shall survive the termination or expiration of the ASP Agreement.

11.7. Remedies. Except as otherwise expressly provided in this ASP Agreement, the parties' rights and remedies under this ASP Agreement are cumulative. Lessee acknowledges that the Software and Services are built on valuable trade secrets and proprietary information of Lessor, that any actual or threatened breach hereof will constitute immediate, irreparable harm to Lessor for which monetary damages would be an inadequate remedy, and that Lessor will be entitled to injunctive relief for such breach or threatened breach. Lessee further agrees to waive and hereby waives any requirement for the security or the posting of any bond in connection with such remedies. Such remedies shall not be considered to be the exclusive remedies for any such breach or threatened breach but shall be in addition to all other remedies available at law or equity to Lessor.

11.8. Waivers. Any waiver or failure to enforce any provision of this ASP Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

11.9. Severability. If any provision of this ASP Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this ASP Agreement will continue in full force and effect. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this ASP Agreement, and this ASP Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

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- 11.10. Independent Contractors.** The parties are entering into, and will perform, this ASP Agreement as independent contractors. Nothing in this ASP Agreement will be construed to make either party the agent of the other for any purpose whatsoever, to authorize either party to enter into any contract or assume any obligation on behalf of the other or to establish a partnership, franchise or joint venture between the parties.
- 11.11. Third Parties.** If Lessee engages a third-party provider (“**Third Party Provider**”) to deliver products or services, including without limitation software, integrated into or receiving data from or accessing the ASP Services (“**Third Party Products or Services**”), Lessee represents, warrants and agrees that: (i) Lessee is solely responsible for any amounts owed to Third Parties Provider, (ii) Lessor shall have no liability, and makes no representation, with respect to such Third Party Products or Services; and (iii) the Third Party Provider shall not be an agent of Lessor. To the extent the ASP Services or Software contains software owned by a third party for which Lessor has a license agreement with a third party, the ASP Services and Software and all rights granted hereunder are expressly limited by and subject to any license agreements Lessor may have for such software.
- 11.12. Force Majeure.** Neither party shall be liable for failure of performance hereunder arising out of causes beyond such party’s reasonable control and without such party’s fault or negligence, including, but not limited to, failure of its suppliers to timely deliver acceptable parts or services, any act or omission of Lessee that interferes with or impedes Lessor’s performance hereunder, acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures (a “**Force Majeure Event**”).
- 11.13. Amendment; No Third-Party Beneficiaries; Survival.** This ASP Agreement may not be amended or changed, or any provision hereof waived except in writing signed by both parties. Any different or additional terms in any purchase order, confirmation or similar form issued or otherwise provided by Lessee but not signed by an authorized representative of Lessor shall have no force or effect. There are no third-party beneficiaries of this ASP Agreement. Those provisions of this ASP Agreement that may be reasonably interpreted as surviving termination of this ASP Agreement or the survival of which is necessary for the interpretation or enforcement of this ASP Agreement shall continue in full force and effect in accordance with their terms notwithstanding the termination hereof including, but not limited to, [Section 6](#) (Confidentiality), [Section 7](#) (Indemnification), [Section 8](#) (Limitation on Liability), [Section 9](#) (Ownership), [Section 10.3](#) (Effects of Termination) and [Section 11](#) (General Provisions). This ASP Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.
- 12. HIPAA.** This [Section 12](#) applies if and to the extent that Lessor creates, receives, maintains or transmits, directly or indirectly, any protected health information of Lessee (“**PHI**”) in the course of providing Software or Services to Lessee. Capitalized terms used but not defined in this [Section 12](#) have the meanings assigned to them elsewhere in the ASP Agreement or, if not defined therein, as defined in the Health Insurance Portability and Accountability Act of 1996 (P.L. 104 191), 42 U.S.C. Section 1320d, et seq., and regulations promulgated thereunder, as amended from time to time (such statute and regulations collectively referred to as “**HIPAA**”). “**Covered Entity**” as used herein means Lessee. “**Business Associate**” as used herein means Lessor. The purpose of this [Section 12](#) is to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing PHI and business associates under HIPAA
- 12.1. Applicability.** This [Section 12](#) applies if and to the extent that Business Associate creates, receives, maintains or transmits, directly or indirectly, any PHI in the course of providing Software or Services to Covered Entity.
- 12.2. Compliance and Agents.** Business Associate agrees that, to the extent it has access to PHI, Business Associate will fully comply with the requirements of this [Section 12](#) with respect to such PHI. Business Associate will ensure that every agent, including a subcontractor, of Business Associate to whom it provides PHI received from, or created or received by Business Associate on behalf of, Covered Entity will comply with the same restrictions and conditions as set forth herein.
- 12.3. Use and Disclosure; Rights.** Business Associate agrees that it shall not use or disclose PHI except as permitted under this ASP Agreement, and in compliance with each applicable requirement of 45 CFR Section 164.504(e). Business Associate may use or disclose the PHI received or created by it, (a) to perform its obligations under this ASP Agreement, (b) to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Master Agreement, or (c) to provide data aggregation functions to Covered Entity as permitted by HIPAA. Further, Business Associate may use the PHI received by it in its capacity as Business Associate, if necessary, to properly manage and administer its business or to carry out its legal responsibilities. Business Associate may disclose the PHI received by it in its capacity as Business Associate to properly manage and administer its business or to carry out its legal responsibilities if: (a) the disclosure is required by law, or (b) the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it is disclosed to the person and the person notifies Business Associate of any instances of which it is aware that the confidentiality of the information has been breached. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.
- 12.4. Safeguards.** Business Associate agrees to develop, document, use, and keep current appropriate procedural, physical, and electronic safeguards, as required in 45 C.F.R. §§164.308 - 164.312, sufficient to prevent any use or disclosure of electronic PHI other than as permitted or required by this ASP Agreement.
- 12.5. Minimum Necessary.** Business Associate will limit any use, disclosure, or request for use or disclosure to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request.
- 12.6. Report of Improper Use or Disclosure.** Business Associate shall report to Covered Entity any information of which it becomes aware concerning any use or disclosure of PHI that is not permitted by this ASP Agreement and any security incident of which it becomes aware. Business Associate will, following the discovery of a breach of “**unsecured protected health information**,” as defined in 45 C.F.R. § 164.402, notify Covered Entity of such breach within 15 days. The notice shall include the identification of each individual whose unsecured protected health information has been or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such breach. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this ASP Agreement.
- 12.7. Individual Access.** In accordance with an individual’s right to access to his or her own PHI in a designated record set under 45 CFR §164.524 and the individual’s right to copy or amend such records under 45 CFR §164.524 and §164.526, Business Associate shall make available all PHI in a designated record set to Covered Entity to enable the Covered Entity to provide access to the individual to whom that information pertains or such individual’s representative.
- 12.8. Amendment of and Access to PHI.** Business Associate shall make available for amendment PHI in a designated record set and shall incorporate any amendments to PHI in a designated record set in accordance with 45 CFR §164.526 and in accordance with any process mutually agreed to by the parties.
- 12.9. Accounting.** Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to an individual’s request for an accounting of disclosures of their PHI in accordance with 45 CFR §164.528. Business Associate agrees to make available to Covered Entity the information needed to enable Covered Entity to provide the individual with an accounting of disclosures as set forth in 45 CFR §164.528.
- 12.10. DHHS Access to Books, Records, and Other Information.** Business Associate shall make available to the U.S. Department of Health and Human Services (“**DHHS**”), its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by Business Associate on behalf of, Covered Entity for purposes of determining the Covered Entity’s compliance with HIPAA.
- 12.11. Individual Authorizations; Restrictions.** Covered Entity will notify Business Associate of any limitation in its notice of privacy practices, any restriction to the use or disclosure of PHI that Covered Entity has agreed to with an individual and of any changes in or revocation of an authorization or other permission by an individual, to the extent that such limitation, restriction, change, or revocation may affect Business Associate’s use or disclosure of PHI.

AGREEMENT #ZO02944593

12.12. HITECH Act Compliance. Covered Entity and Business Associate agree to comply with the amendments to HIPAA included in the Health Information Technology for Economic and Clinical Health Act (the “**HITECH Act**”), including all privacy and security regulations issued under the HITECH Act that apply to Business Associate.

12.13. Breach; Termination; Mitigation. If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate’s obligations under this Section 12, Covered Entity and Business Associate shall take any steps reasonably necessary to cure such breach and make Business Associate comply, and, if such steps are unsuccessful, Covered Entity may terminate this ASP Agreement. Business Associate shall take reasonable actions available to it to mitigate any detrimental effects of such violation or failure to comply.

12.14. Return of PHI. Business Associate agrees that upon termination of this ASP Agreement, and if feasible, Business Associate shall (a) return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that Business Associate has continued to maintain in any form or manner and retain no copies of such information or, (b) if such return or destruction is not feasible, immediately notify Covered Entity of the reasons return or destruction are not feasible, and extend indefinitely the protection of this Section 12 to such PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.

12.15. De-identified Health Information. Business Associate may de-identify any and all PHI and may create a “**Limited Data Set**” in accordance with 45 C.F.R. § 164.514(b) & (e). Covered Entity acknowledges and agrees that de-identified information is not PHI and that Business Associate may use such de-identified information for any purpose not prohibited by HIPAA. Use or disclosure of a Limited Data Set must comply with 45 CFR 164.514(e).

12.16. Survival. All representations, covenants, and agreements in or under this Section 12 shall survive the execution, delivery, and performance of this ASP Agreement.

12.17. Further Assurances; Conflicts. Each party shall in good faith execute, acknowledge or verify, and deliver any and all documents which may from time to time be reasonably requested by the other party to carry out the purpose and intent of this Section 12. The terms and conditions of this Section 12 will override and control any expressly conflicting term or condition of the Master Agreement. All non-conflicting terms and conditions of the Master Agreement shall remain in full force and effect. Any ambiguity shall be resolved in a manner that will permit Covered Entity to comply with HIPAA. For the avoidance of doubt, a limitation on liability in the Master Agreement does not conflict with this Section 12.

12.18. Applicable Law. The parties acknowledge and agree that HIPAA may be amended and additional guidance or regulations implementing HIPAA may be issued after the date of the execution of this ASP Agreement and may affect the parties’ obligations hereunder. The parties agree to take such action as is necessary to amend this ASP Agreement from time in order as is necessary for Covered Entity to comply with HIPAA.

EXHIBIT C**Worry-Free Service Plan**

(This EXHIBIT C only applies if Worry-Free Service Plan is included in the applicable quote)

WORRY-FREE SERVICE PLAN

The following repair services are included under the Worry-Free Service Plan (“Worry-Free”). Should Equipment be deemed unrepairable, based on Lessor’s generally accepted technical support practices, replacement of such Equipment shall be the responsibility of Lessee.

1. Field Preventive Maintenance at Lessee’s facility, including:
 - Provide documentation for regulatory agencies
 - Manage and track Lessee’s Preventive Maintenance (“PM”) schedule
 - Test all device parameters
 - Identify and/or troubleshoot potential issues and make recommendations
 - Troubleshoot device(s) and/or accessories under contract
 - Inspect battery chargers and review battery management as required
2. Telephone Support 24/7
3. General software updates
4. Free loaner equipment as determined by Lessor
5. Technical support for Equipment as described on the ZOLL website (<https://www.zoll.com/contact/technical-support>)
6. Waiver of shipping and handling fees
7. Waiver of Minimum Service Fee
8. Repair or replacement of parts within the charger that are subject to normal wear and burnout during normal use, including but not limited to, lamps, fuses, batteries, patient cables and accessories.
9. Repair or replacement, at Lessor’s sole option, at no charge to the Lessee, of the charger if it is affecting the integrity of the device.
10. SurePower chargers (parts and labor covered for normal wear and tear as determined by Lessor)
11. ECG 12-lead cable replacement upon failure, excluding physical damage, with one replacement per unit per year.
12. On-site device deployment when repaired unit is returned
13. Battery Replacement Program:
 - Only batteries identified as part of the Master Agreement will be replaced under this program
 - Batteries must be maintained in accordance with ZOLL’s battery maintenance program
 - Up to three (3) batteries for each device will be replaced upon failure annually, throughout the term of the Master Agreement in the event the SurePower battery or SurePower Charger displays a fault.
 - Battery failures must be evaluated and confirmed by ZOLL Technical Support or by a ZOLL on-site field service technician before a battery can be replaced.
14. Accidental damage coverage. Includes one device outer housing replacement per year per device. Catastrophic damage beyond repair will not be covered. Lessor’s regular service charges shall apply if device is in need of a second outer housing replacement within twelve (12) months of previous outer housing replacement, providing device is still under this Worry-Free plan.

ON-SITE SUPPORT OPTION

15. On-site Support, including evaluation and packing of device for return to Lessor’s service depot
 - On-site Support – 48–72-hour response. Includes authorized on-site device repairs for all capital equipment included in Exhibit A, evaluation, packing of device for return to Lessor’s service depot.

- In the event of a reported device malfunction, the device should be made available to the Lessor's Field Service Engineer ("FSE") during the scheduled visit at one of the two centrally located stations.
 - A primary and back-up contact must be provided to the FSE for all communication.
 - Routine service inspections will be conducted on Lessee's site during normal working hours (8.30am – 5.30pm EST, Monday – Friday).
 - Outside of normal business hours, arrangements are available by request only. Lessor reserves the right to charge additional fees for such services, to be agreed between Lessor and Lessee.
16. The postponement of a routine service inspection shall not diminish Lessee's responsibility for the continued proper use and upkeep of the equipment, in accordance with the applicable user manuals.
17. ECG 12-lead cable replacement upon failure, excluding physical damage, one replacement per unit per year

EXHIBIT D

Notice Information:

If to Lessor by mail to:

ZOLL Medical Corporation
269 Mill Road
Chelmsford, MA 01824-4105
Attn: Contracts Department 214

If to Lessor by email to Contracts@zoll.com

All notices of a legal nature also to be sent to Lessor by mail AND email to:

ZOLL Medical Corporation
269 Mill Road
Chelmsford, MA 01824-4105
Attn: Office of General Counsel
LegalNotice@zoll.com

If to Lessee:

St. Charles Fire Department
3201 Boschertown Road
Saint Charles, MO 63301
Attn: Marc Doll

All notices of a legal nature also to be sent to Lessee by mail AND email to:

City of St Charles, MO
Attn: City Attorney
200 N. Second St.
Saint Charles, MO 63301
Holly.Magdziarz@stcharlescitemo.gov

Certificate Of Completion

Envelope Id: 35FA2921-288E-8510-8034-2113BCBDD5B6
 Subject: Please DocuSign: Yellow-CRS-Electronic Routing.pdf: Zoll One Defibrillator Lease
 Source Envelope:
 Document Pages: 21
 Certificate Pages: 3
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:
 Brijette Struyk
 200 N Second St
 Saint Charles, MO, MO 63301
 brijette.struyk@stcharlescitymo.gov
 IP Address: 97.91.213.67

Record Tracking

Status: Original
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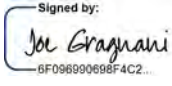
Holder: Brijette Struyk
 brijette.struyk@stcharlescitymo.gov

Location: DocuSign

Signer Events

Joe Gragnani
 joe.gragnani@stcharlescitymo.gov
 Deputy Fire Chief
 City of Saint Charles MO
 Security Level: Email, Account Authentication (None)

Signature


Signed by:

 Signature Adoption: Pre-selected Style
 Using IP Address: 108.145.130.61
 Signed using mobile

Timestamp

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 Viewed: 5/1/2026 5:06:46 PM
 Signed: 5/1/2026 5:07:04 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Brijette Struyk
 brijette.struyk@stcharlescitymo.gov
 Senior Financial Analyst - Fire
 Signing Group: Senior Financial Analysts
 Security Level: Email, Account Authentication (None)

Initial

 Signature Adoption: Pre-selected Style
 Using IP Address: 174.196.61.136
 Signed using mobile

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 Signed: 5/1/2026 6:08:21 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:

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

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 Signed: 5/5/2026 3:39:54 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)

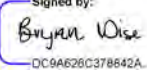
DS

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Electronic Record and Signature Disclosure:
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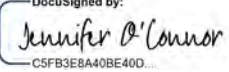
Signer Events**Signature****Timestamp**

Bryan Wise
 bryan.wise@stcharlescitymo.gov
 Assistant City Attorney
 City of St. Charles
 Signing Group: LEGAL REVIEW
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Signed by:

 DC9A626C378642A...
 Signature Adoption: Pre-selected Style
 Using IP Address: 35.130.51.195

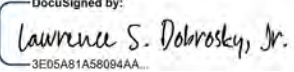
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Jennifer O'Connor
 jennifer.oconnor@stcharlescitymo.gov
 Director of Finance
 City of Saint Charles, MO
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

DocuSigned by:

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 Signature Adoption: Pre-selected Style
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 Viewed: 5/5/2026 4:58:17 PM
 Signed: 5/5/2026 4:58:24 PM

Lawrence S. Dobrosky, Jr.
 lawrence.dobrosky@stcharlescitymo.gov
 Director of Administration
 City of Saint Charles, MO
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

DocuSigned by:

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 Signature Adoption: Pre-selected Style
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 Signed: 5/5/2026 5:14:52 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: 5/5/2026 5:14:54 PM
 Viewed: 5/8/2026 2:57:10 PM

Daniel J. Borgmeyer
 dan.borgmeyer@stcharlescitymo.gov
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Kim Hudson
 kimberly.hudson@stcharlescitymo.gov
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

City Clerk - Assign Contract #

Signing Group: City Clerk - Assign Contract #
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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

COPIED

Sent: 5/5/2026 4:58:26 PM
Viewed: 5/6/2026 7:43:03 AM

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

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
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CITY OF ST. CHARLES
INTERDEPARTMENTAL COMMUNICATION

To: Honorable Mayor Borgmeyer and Members of the City Council

From: Miranda Scott, Court Administrator

Date: May 1, 2026

Subject: Monies collected and deposited in April 2026

Remarks:

The Municipal Division collected and deposited a total of **\$114,344.30** during the month of April 2026.

The Municipal Division disbursed a grand total of **\$96,188.20** to the City of Saint Charles.

MISSOURI JUDICIARY
ST. CHARLES CITY MUNICIPAL
CIRCUIT COURT DISBURSEMENT LISTING
SUMMARY REPORT

FROM 01-Apr-2026 TO 30-Apr-2026

ST CHARLES CITY MUNICIPAL
Account Number : 709992758

PAYMENT DESCRIPTION	CODE	AMOUNT	COUNT
Total Checks Issued			
Restitution	5034	2,374.61	(18)
Due To Debt Collection	5074	5,843.45	(38)
Clerk Fee-Municipal	6002	3,379.33	(1)
Court Automation	6008	4,412.64	(1)
CVC Surcharge State	6016	4,494.58	(1)
CVC Surcharge Muni	6018	104.16	(1)
Law Enf Arrest-Local	6020	1,582.77	(1)
LET-County	6022	1,253.07	(1)
POST-State	6024	630.37	(1)
Dom Viol - Muni	6032	2,487.24	(1)
Fine-Muni Ordin Other	6040	43,209.72	(1)
Inmate Security Fund	6056	1,248.00	(1)
Overpayment	6068	1.52	(1)
Clerk Fee-E/R	6102	4,185.18	(1)
CVC Surcharge-E/R	6118	129.05	(1)
Fines-E/R	6141	35,710.78	(1)
Overpayments Detail Code	7506	28.44	(2)
Recipient Pay Detail Code	7508	408.77	(3)
Bond Forfeit-E/R	9201	379.00	(1)
Bonds Forfeited	9202	2,500.00	(1)
Bonds Refunded	9204	3,145.01	(38)
Total Checks Voided			
Checks Without APDC Code		0.00	(12)
Overpayments Detail Code	7506	-18.38	(6)
Net Cash Out		117,489.31	(133)

- 3,145.01 - Bonds Refunded
#114,344.30 End of Month Disbursements

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

<u>I. COURT INFORMATION</u>		Municipality: St. Charles City Municipal	Reporting Period: Apr 1, 2026 - Apr 30, 2026	
Mailing Address: 1781 ZUMBEHL ROAD, SAINT CHARLES, MO 63303				
Physical Address: 1781 ZUMBEHL ROAD, SAINT CHARLES, MO 63303			County: St. Charles County	Circuit: 11
Telephone Number:		Fax Number:		
Prepared by: Miranda Scott		E-mail Address: miranda.scott@courts.mo.gov		
Municipal Judge: Nicholas Brockmeyer				
<u>II. MONTHLY CASELOAD INFORMATION</u>				
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month		155	8,294	2,240
B. Cases (citations/informations) filed		4	528	56
C. Cases (citations/informations) disposed				
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0
2. court/bench trial - GUILTY		0	0	0
3. court/bench trial - NOT GUILTY		0	0	0
4. plea of GUILTY in court		8	399	72
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	202	0
6. dismissed by court		0	43	12
7. <i>nolle prosequi</i>		0	23	14
8. certified for jury trial (not heard in Municipal Division)		0	2	8
9. TOTAL CASE DISPOSITIONS		8	669	106
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		151	8,153	2,190
E. Trial de Novo and/or appeal applications filed		0	0	1
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>		<u>IV. PARKING TICKETS</u>		
1. # Issued during reporting period	406	1. # Issued during period	0	
2. # Served/withdrawn during reporting period	548	<input type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period	7,857			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: St. Charles City Municipal	Reporting Period: Apr 1, 2026 - Apr 30, 2026
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<u>V. DISBURSEMENTS</u>			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$35,710.78	Court Automation	\$4,412.64
Clerk Fee - Excess Revenue	\$4,185.18	Due To Debt Collection	\$5,843.45
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$129.05	Law Enf Arrest-Local	\$1,582.77
Bond forfeitures (paid to city) - Excess Revenue	\$379.00	Overpayment	\$1.52
Total Excess Revenue	\$40,404.01	Overpayments Detail Code	\$10.06
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Total Other Disbursements	\$11,850.44
		Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$114,344.30
Fines - Other	\$43,209.72	Bond Refunds	\$3,145.01
Clerk Fee - Other	\$3,379.33	Total Disbursements	\$117,489.31
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$630.37		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$4,494.58		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$104.16		
Law Enforcement Training (LET) Fund surcharge	\$1,253.07		
Domestic Violence Shelter surcharge	\$2,487.24		
Inmate Prisoner Detainee Security Fund surcharge	\$1,248.00		
Restitution	\$2,374.61		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$2,500.00		
Total Other Revenue	\$61,681.08		

RCA FORM (OFFICE USE ONLY)

Bill # N/A

MEETING/DATE: 5/19/2026

Regular Special Comm. of Whole

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): N/A

Sponsor(s): N/A

Description:

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

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:


Attached are listings of records which may be disposed of pursuant to the Missouri Records Manual and State Records Retention Law. (Records Destruction Form)

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

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

RCA Prepared by CEK On Behalf of NA Council Member(s): NA Dept. Dir: 



RECORDS DESTRUCTION FORM

Purge Date: _____ (to be completed by City Clerk staff)
Department: Finance

DATE	SECTION USED TO DETERMINE RETENTION SCHEDULE	NAME OF RECORDS	YEAR(S) OF RECORDS	MINIMUM RETENTION PERIOD
05/08/2026	GS008	ACCOUNTS RECEIVABLE	2000	COA ✓
05/08/2026	GS008	WATER BILL STUBS	2024 & 2025	COA ✓
05/08/2026	GS050	BUSINESS LICENSES	2015-2023	2 YEARS AFTER EXPIRATION ✓
05/08/2026	GS008	LEINS, WEED BILLS	1989	COA ✓
05/08/2026	GS008	SPECIAL ASSESSMENTS/TAX BILL	1995-2000	COA ✓
05/08/2026	GS040	HOME IMPROVEMENT LOAN PROGRAM	1989-2009	3 YEARS ✓
05/08/2026	GS008	BANKRUPTCY	1995-2013	COA ✓
05/08/2026	GS057	CLAIMS	2013-2020	5 YEARS ✓

CEK

GS = General Schedule
COA = Completion of Audit
MRRS = Municipal Record Retention Schedule

Submitted by: Brian Schneider

Date: 05/08/2026

Approved by: Jennifer O'Connor
Printed Name

Date: 5-8-26

Approved by: [Signature]
Signature

RCA FORM (OFFICE USE ONLY)

Bill # N/A

MEETING/DATE: 5/19/2026

Regular Special Comm. of Whole

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 6

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 Zumbahl Road Community Improvement District

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

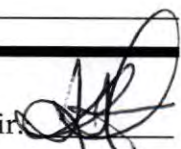
In accordance with RSMo 67.1471 of the CID Act, the attached Annual Report Fiscal Year Ending December 31, 2025 for the Zumbahl Road Community Improvement District is submitted to the City Council for receipt.

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

Fiscal Impact: N/A

Account #: _____

Project #: _____

RCA Prepared by _____ On Behalf of _____
City Clerk Staff: KSH Council Member(s): N/A Dept. Dir. 

Zumbehl Road Community Improvement District
Report for the Fiscal Year Ending December 31, 2025

This report is prepared in compliance with RSMo 67.1471.4, requiring that the District state the services provided, revenues collected, and expenditures made by the District during the most recently completed fiscal year, and that the District attach the written resolutions approved by the District's Board of Directors during that period. The following information is for the District's fiscal year that ended December 31, 2025.

Services Provided: The District did not provide any services.

Beginning Cash on Hand: \$3,282.89

CID Revenues Collected: \$148,100.53

Expenditure: \$148,150

End Cash on Hand: \$3,233.42

Written Resolutions Passed by the Board: The Board passed five (5) written resolutions, specifically:

Resolution No. 2025-1:	Approve minutes of the 11/13/2024 board meeting
Resolution No. 2025-2:	Appoint Officers of the District
Resolution No. 2025-3:	Adopt budget for FYE 12/31/2026 and Appropriate Funds
Resolution No. 2025-4:	Authorize FYE 12/31/2025 Annual Report
Resolution No. 2025-5:	Authorize FYE 12/31/2025 Financial Report

A copy of each of these resolutions is attached hereto.

ZUMBEHL ROAD COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE BOARD OF DIRECTORS

RESOLUTION NO. 2025-1

**APPROVING THE MINUTES OF THE NOVEMBER 13, 2024
BOARD OF DIRECTOR'S MEETING**

WHEREAS, the Bylaws of the Zumbehl Road Community Improvement District (the "District") require the District to keep minutes of Board of Directors meetings;

WHEREAS, the Board of Directors conducted a Special Board of Directors Meeting on November 13, 2024; and

WHEREAS, minutes of such meeting have been prepared and circulated to members of the Board.

NOW, THEREFORE, BE IT RESOLVED, that the minutes of the Board of Directors meeting held on November 13, 2024 are attached hereto as Exhibit A and shall be and are hereby approved in all respects.

PASSED by the Board of Directors of Zumbehl Road Community Improvement District on November 20, 2025.

DocuSigned by:

AK332A513300395

John Shuff, Chairman

EXHIBIT A

NOVEMBER 13, 2024 MEETING MINUTES

**THE ZUMBEHL ROAD COMMUNITY IMPROVEMENT DISTRICT
MINUTES OF THE ANNUAL CID BOARD MEETING OF
THE BOARD OF DIRECTORS OF THE DISTRICT**

An annual meeting of the Board of Directors (the "Board") of the Zumbchl Road Community Improvement District (the "District") was held on November 13, 2024 commencing at 1:00 p.m., at Saint Charles City Hall, 200 N. Second Street, Saint Charles, Missouri 63301, pursuant to notice duly given.

The following members of the Board were present: John Shuff, Patrick Willett, Mike Swearngin and Justin Lurk (Board Member Elizabeth Schenk was absent). Also present was Zach Tusinger, Community Development Director along with Amy Grant, Paralegal with Polsinelli PC, legal counsel for the District.

After determining that a simple majority of Board members was present and a quorum was recognized, the meeting was commenced.

John Shuff made a motion to adopt Resolution 2024-1, approving the minutes of the November 16, 2023 Board meeting minutes. Justin Lurk seconded the motion, a vote was held, and the Board unanimously adopted the Resolution.

John Shuff made a motion to adopt Resolution 2024-2, appointing officers of the district. Justin Lurk seconded the motion, a vote was held, and the Board unanimously adopted the Resolution.

John Shuff made a motion to adopt Resolution 2024-3, adopting a budget for FYE 12/31/2025 and appropriating funds. Justin Lurk seconded the motion, a vote was held, and the Board unanimously adopted the Resolution.

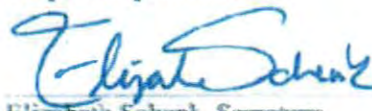
John Shuff made a motion to adopt Resolution 2024-4, authorize preparation and submittal of FYE 12/31/2024 annual report to City Clerk and Department of Economic Development. Justin Lurk seconded the motion, a vote was held, and the Board unanimously adopted the Resolution.

John Shuff made a motion to adopt Resolution 2024-5, authorize preparation and submittal of FYE 12/31/2024 financial report to State Auditor's office. Justin Lurk seconded the motion, a vote was held, and the Board unanimously adopted the Resolution.

John Shuff made a motion to adopt Resolution 2024-6, nominate successor directors. Justin Lurk seconded the motion, a vote was held, and the Board unanimously adopted the Resolution.

There being no other business to come before the meeting, John Shuff made a motion to adjourn the meeting, which was seconded by Justin Lurk. A vote was held, the motion unanimously carried, and the meeting was adjourned.

Respectfully submitted,



Elizabeth Schenk, Secretary

ZUMBEHL ROAD COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE BOARD OF DIRECTORS

RESOLUTION NO. 2025-2

APPOINTING OFFICERS OF THE DISTRICT

WHEREAS, the Bylaws of the Zumbahl Road Community Improvement District (the "District") require the District's Board of Directors (the "Board") to appoint a Chairman, Secretary, Treasurer and such other officers or employees as it deems necessary,

WHEREAS, the Board desires to appoint a Chairman, Secretary, and Treasurer as the officers of the District in accordance with the Bylaws; and

WHEREAS, the Chairman, Secretary, and Treasurer shall have the powers and duties described in the Bylaws.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ZUMBEHL ROAD COMMUNITY IMPROVEMENTS DISTRICT, as follows:

1. John Shuff is appointed as the Chairman of the District.
2. Elizabeth Schenk is appointed as the Secretary and Treasurer of the District.
3. Each officer of the District shall exercise those powers and perform those duties as set forth in the Bylaws of the District.
4. This Resolution shall take effect immediately.

PASSED by the Board of Directors of Zumbahl Road Community Improvement District on November 20, 2025.

DocuSigned by:

AA395A8147804D6

John Shuff, Chairman

ZUMBEHL ROAD COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE BOARD OF DIRECTORS

RESOLUTION NO. 2025-3

**APPROVING BUDGET FOR FYE 12/31/2026 AND
AUTHORIZING APPROPRIATION OF FUND**

WHEREAS, the Zumbahl Road Community Improvement District (the "District") Board of Directors (the "Board") is required to submit a proposed annual budget for the operation of the District to the Governing Body, Missouri Department of Revenue, and the Missouri State Auditor's Office;

WHEREAS, the District submitted the proposed annual budget for FYE 12/31/2026, which is attached hereto as Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ZUMBEHL ROAD COMMUNITY IMPROVEMENTS DISTRICT, as follows:

1. The District hereby adopts a Budget for the District's FYE 12/31/2026, which is attached hereto as Exhibit A, and authorizes appropriation of funds in accordance therewith.
2. This Resolution shall take effect immediately.

PASSED by the Board of Directors of Zumbahl Road Community Improvement District on November 20, 2025.

DocuSigned by


John Shuff, Chairman

EXHIBIT A

FYE 12/31/2026 BUDGET

Zumbhel Road Community Improvement District Budget

FYE 12/31/2026 PROPOSED BUDGET

Budget Message:

The Zumbhel Road Community Improvement District was formed as a political subdivision of the State of Missouri on July 8, 2021. The purpose of the District is to provide funding for the construction of certain public and private improvements and the provision of certain services within the District's boundaries. The District has a life of will be for a period of 40 years from the date upon which any sales tax is levied.

	FYE 12/31/2026*		FYE 12/31/2025*		FYE 12/31/2024
	(proposed)		(as amended)		(actual)
FUNDS AVAILABLE					
- Cash on Hand (Beginning of Fiscal Year)	\$ 4,282.89	\$	3,282.89	\$	19,392.58
ESTIMATED REVENUE:					
- CID Sales Tax (1% effective 10/1/2022)*	\$ 153,000.00	\$	153,000.00	\$	152,690.31
- Net Proceeds of Developer Advances	\$ -	\$	-	\$	-
TOTAL ESTIMATED FUNDS AVAILABLE & REVENUE:	\$ 157,282.89	\$	156,282.89	\$	172,082.89
ESTIMATED EXPENDITURES:					
- District Operating Expenses (e.g. Admin Costs, Legal Fees, Insurance fees, etc.)	\$ 7,000.00	\$	7,000.00	\$	6,500.00
- District Services (advanced by Developer)	\$ -	\$	-	\$	-
- Repayment of Developer Advances (principal and interest)	\$ 145,000.00	\$	145,000.00	\$	162,300.00
TOTAL ESTIMATED EXPENDITURES:	\$ 152,000.00	\$	152,000.00	\$	168,800.00
FUNDS AVAILABLE:					
- Cash on Hand End of Fiscal Year	\$ 5,282.89	\$	4,282.89	\$	3,282.89

* Estimated values.

Repayment of Developer's Advances, including interest, is governed by the Constructoin and Financing Agreement entered into between the District and the Developer. The Developer must submit a Certificate of Reimbursalbe Project Cost to the City for approval prior to reimbursement payments being made, in accordance with the Development Agreement by and between the City, CID, and Developer.

ZUMBEHL ROAD COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE BOARD OF DIRECTORS

RESOLUTION NO. 2025-4


**AUTHORIZING FYE 12/31/2025 ANNUAL REPORT TO CITY CLERK AND
DEPARTMENT OF ECONOMIC DEVELOPMENT**

WHEREAS, State law requires that the District state the services provided, revenues collected, and expenditures made by the District during the most recently completed fiscal year, and that the District attach the written resolutions approved by the District's Board of Directors during that period under Section 67.1471.4, RSMo.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ZUMBEHL ROAD COMMUNITY IMPROVEMENTS DISTRICT, as follows:

1. The District hereby directs its legal counsel, **Polsinelli PC**, to prepare and provide a copy of the **12/31/2025 Annual Report** to the **Executive Director and Treasurer** of the District at its earliest opportunity.
2. To the extent that changes to the **Annual Report** may be required, the District authorizes the **Executive Director and Treasurer** to review and approve such changes on behalf of the District.
3. If **Polsinelli PC** does not receive any comments from any of the above-referenced parties within the earlier of **fifteen (15) days** after the report is delivered or the statutory due date for such report, the report shall be deemed approved and the District authorizes **Polsinelli PC** to submit such report to the **City Clerk and Missouri Department of Economic Development** on its behalf.
4. **This Resolution shall take effect immediately**

PASSED by the Board of Directors of Zumbahl Road Community Improvement District on **November 20, 2025**.

Digitally signed by:


John Shuff, Chairman

ZUMBEHL ROAD COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE BOARD OF DIRECTORS

RESOLUTION NO. 2025-5

**AUTHORIZING FYE 12/31/2025 FINANCIAL REPORT
TO STATE AUDITOR'S OFFICE**

WHEREAS, State law requires the District to file a financial report with the State Auditor's Office each year under Section 105.145, RSMo, and 15 CSR 40-3.030.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ZUMBEHL ROAD COMMUNITY IMPROVEMENTS DISTRICT, as follows:

1. The District hereby directs its legal counsel, Polsinelli PC, to prepare and provide a copy of the 12/31/2025 Financial Report to the Executive Director and Treasurer of the District at its earliest opportunity.
2. To the extent that changes to the Annual Report may be required, the District authorizes the Executive Director and Treasurer to review and approve such changes on behalf of the District.
3. If Polsinelli PC does not receive any comments from any of the above-referenced parties within the earlier of fifteen (15) days after the report is delivered or the statutory due date for such report, the report shall be deemed approved and the District authorizes Polsinelli PC to submit such report to the Missouri State Auditor's Office on its behalf.
4. This Resolution shall take effect immediately.

PASSED by the Board of Directors of Zumbahl Road Community Improvement District on November 20, 2025.

DocuSigned by


John Shuff, Chairman

RCA FORM (OFFICE USE ONLY)

Bill # N/A

MEETING/DATE: 5/19/2026

Regular Special Comm. of Whole

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 3

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 Riverpointe 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 Riverpointe 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 _____ On Behalf of _____
City Clerk Staff: KSH Council Member(s): N/A Dept. Dir. 



GILMORE BELL

One Metropolitan Square
211 N. Broadway, Suite 2000
St. Louis, Missouri 63102-2746

(314) 436-1000 / (816) 221-1018 FAX / gilmorebell.com

April 29, 2026

VIA ELECTRONIC MAIL

Ms. Kimberly Hudson
City Clerk
City of St. Charles
200 North 2nd Street
4th Floor, Room 402
St. Charles, Missouri 63301

Ms. Michelle Hataway
Director
Missouri Department of Economic Development
301 West High Street, Suite 680
Jefferson City, Missouri 65101

Re: Riverpointe Community Improvement District

Dear Ms. Hudson and Ms. Hataway:

Pursuant to Section 67.1471.4 of the Revised Statutes of Missouri, as amended, enclosed is the Annual Report for the above-referenced District for the fiscal year ended December 31, 2025.

The City is required to make this report a part of its official records and cause it “to be spread upon the records of the City.”

Please do not hesitate to contact me if you have any questions.

Very truly yours,



Mark A. Spykerman

SWC:etm
Enclosure

**RIVERPOINTE
COMMUNITY IMPROVEMENT DISTRICT**

**ANNUAL REPORT
FISCAL YEAR ENDED DECEMBER 31, 2025**

**Submitted to the
City of Saint Charles, Missouri
and the
Missouri Department of Economic Development
April 29, 2026**

BOARD OF DIRECTORS

Larry Dobrosky, Chairman and Director
Brad Temme, Vice Chairman and Director
Kory Goodson, Assistant Treasurer and Director
Zach Tusinger, Assistant Secretary and Director
Daniel Mann, Director

Prepared by:

Gilmore & Bell, P.C.,
St. Louis, Missouri

RIVERPOINTE COMMUNITY IMPROVEMENT DISTRICT

BACKGROUND

On August 19, 2020, the Riverpointe Community Improvement District (the “District”) was created by the City of St. Charles, Missouri (the “City”) as a community improvement district pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the “CID Act”). The District is located south of Interstate 70, east of South Main Street, and west of the Missouri River, consisting of approximately 24.484 acres within the municipal boundaries of the City.

The District was established to provide funding for the construction and maintenance of various public improvements (the “Project”) within the District. The improvements contemplated as part of the Project will include, without limitation, construction, demolition, removal and replacement, relocation, clean-up and enhancement, installation, reconstruction, repair and maintenance of all improvements permitted by the CID Act, initially involving, but not restricted to, demolition, earth work, erosion control, paving, drainage systems and retention, seawalls, and improvements to storefronts and building facades, walls, parking lots, parking garages, pedestrian walkways, awnings, canopies, columns, piers, pilasters, marquees, trelliswork, trash receptacles, planters, islands, landscaping, fences, barriers, retaining walls, drives, sidewalks, patios, signage and other fixtures, and associated or other traffic or parking improvements, crosswalks, utilities, lighting and landscaping, and pavement and sidewalk extensions and connections onto adjacent streets and/or public rights-of-way.

ISSUANCE OF DEBT

As of December 31, 2025, the District has not incurred or issued any debt.

REVENUE SOURCES

On September 13, 2024, the Board of Directors of the District authorized the imposition of a one percent (1%) sales and use tax on all retail sales made within the District (the “District Sales Tax”). The District Sales Tax began on April 1, 2025.

REVENUE/EXPENDITURES

Attached as **Exhibit A** is a table showing the revenues and expenditures of the District as of December 31, 2025. These figures are unaudited.

GOVERNANCE STRUCTURE

The Board of Directors is comprised of five representatives, appointed by the Mayor of the City with the consent of the City Council. Attached as **Exhibit B** is a copy of all written resolutions approved by the Board of Directors during the fiscal year ended December 31, 2025.

DISTRICT ADMINISTRATOR

Gilmore & Bell, P.C.

EXHIBIT A
REVENUES AND EXPENSES

Riverpointe Community Improvement District
 Unaudited Financial Statements for Fiscal Year Ended December 31, 2025

	2025 Actual
Collections	
Sales Tax Revenue	\$ 42,334.87
City Contribution	4,600.18
Interest	-
	-
Total Collections	46,935.05
Disbursements	
Bank Fees	-
Legal Fees	4,600.18
Insurance	-
District Administration Fees	-
Fiscal Agent Fees	-
Parking Lot Improvements	-
Reimbursement to the City	-
Miscellaneous Expenses	-
	-
Total Disbursements	4,600.18
Increase (decrease) in cash from operations	42,334.87
Fund Transfers	
Transfers in	-
Transfers out	-
	-
Total fund transfers	-
Increase (decrease) in cash	42,334.87
Cash balance at beginning of period	-
	-
Cash balance at end of period	\$ 42,334.87

EXHIBIT B
RESOLUTIONS

RESOLUTION NO. 2025-1

A RESOLUTION APPOINTING OFFICERS OF THE DISTRICT.

WHEREAS, the Riverpointe Community Improvement District (the "District") is a political subdivision of the State of Missouri and is transacting business and exercising powers granted to it pursuant to the Community Improvement District Act, Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri (the "CID Act"); and

WHEREAS, the District's Bylaws require the District's Board of Directors to appoint annually a chairman, vice chairman, treasurer, assistant treasurer, secretary, assistant secretary and such other officers as may be deemed appropriate;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE RIVERPOINTE COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:

Section 1. The following individuals are hereby named as officers of the District:

<u>Name</u>	<u>Office</u>
<u>Larry Dobrosky</u>	Chairman
<u>Brad Temme</u>	Vice Chairman
<u>Jennifer O'Connor</u>	Treasurer
<u>Kory Goodson</u>	Assistant Treasurer
<u>Holly Magdziarz</u>	Secretary
<u>Zach Tusinger</u>	Assistant Secretary

Section 2. Each officer of the District shall exercise those powers and perform those duties as set forth in the Bylaws of the District.

Section 3. All actions heretofore taken by the officers, agents and employees of the District in connection with the transaction contemplated by this Resolution are hereby ratified and confirmed. The officers, agents and employees of the District are hereby authorized and directed to take such further action and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the District with respect to the transaction contemplated by this Resolution.

Section 4. The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. If any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void one, 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 5. This Resolution shall be in full force and effect from and after its passage by the Board of Directors of the District.

PASSED this December 18, 2025.



(SEAL)

ATTEST:

Chairman of the Board of Directors

Secretary of the Board of Directors

RESOLUTION NO. 2025-2

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
ENGAGEMENT LETTER WITH THE LAW FIRM OF
GILMORE & BELL, P.C. TO ACT AS GENERAL COUNSEL TO
THE DISTRICT.**

WHEREAS, Section 67.1461 of the Revised Statutes of Missouri, grants to community improvement districts the power necessary to carry out and effectuate the purposes of the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri; and

WHEREAS, the Board of Directors of the Riverpointe Community Improvement District (the "District") wishes to employ Gilmore & Bell, P.C. as General Counsel to the District;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE RIVERPOINTE COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:

Section 1. The Chairman of the District is authorized to execute, and the Secretary is authorized to attest, on behalf of the District, an engagement letter with the law firm of Gilmore & Bell, P.C., substantially in the form attached hereto as **Exhibit A** and incorporated fully herein, for the provision of legal services related to the District.

Section 2. All actions heretofore taken by the officers, agents and employees of the District in connection with the transaction contemplated by this Resolution are hereby ratified and confirmed. The officers, agents and employees of the District are hereby authorized and directed to take such further action and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the District with respect to the transaction contemplated by this Resolution.

Section 3. The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. If any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void one, 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 Resolution shall be in full force and effect from and after its passage by the Board of Directors of the District.

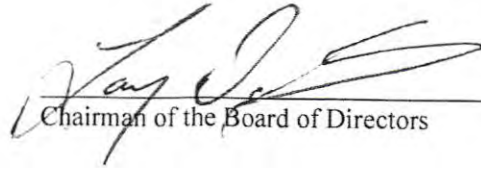
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PASSED this December 18, 2025.



(SEAL)

ATTEST:


Chairman of the Board of Directors

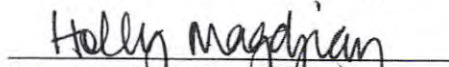

Secretary of the Board of Directors

EXHIBIT A

ENGAGEMENT LETTER WITH GILMORE & BELL, P.C.



One Metropolitan Square
211 N. Broadway, Suite 2000
St. Louis, Missouri 63102-2746

(314) 436-1000 / (816) 221-1018 FAX / gilmorebell.com

December 18, 2025

Members of the Board of Directors
Riverpointe Community Improvement District

Re: Legal Services Relating to the Riverpointe Community Improvement District

Ladies and Gentlemen:

Thank you for selecting Gilmore & Bell, P.C. as your counsel for legal services related to the District.

Scope of Representation

Gilmore & Bell, P.C. will represent the District as General Counsel.

Terms of Engagement

The District's execution of this letter will ratify the services we have provided to date and will authorize our firm to bill the District for legal services performed in connection with the formation and administration of the District. Our representation of the District will end when we send you our final statement for services rendered in accordance with this engagement; provided, however, that the services provided hereunder will cease on December 31, 2026, unless our engagement is extended by the District. At your request, we will return your papers and property to you upon termination of the engagement. We will retain our own files related to the matters handled by the firm. We reserve the right to destroy or dispose of them within a reasonable time after the engagement has terminated. Either of us may terminate the engagement at any time for any reason by written notice, subject on our part to the rules of professional conduct for attorneys.

Fees and Expenses

(a) Our fee for providing the services as General Counsel to the District will be an annual fee of \$4,500 per fiscal year, payable at the conclusion of each fiscal year (or such other time as may be mutually agreed upon from time to time).

(b) In addition to the annual fee charged pursuant to paragraph (a) above, additional fees may be charged in the event of an issuance of notes, bonds or other obligations by or on behalf of the District. Such fees will be determined when the structure and scope of any note, bond or other obligation is ascertainable. We expect such additional fees will be paid from the proceeds of any such notes, bonds or other obligations.

(c) In addition to the fees set forth in (a) and (b) above, we will seek reimbursement for our out-of-pocket expenses incurred in connection with the transaction, such as travel, postage, deliveries, photocopying and similar expenses.

Conflicts

To reduce recurring conflict problems, we have adopted a policy on this matter. We will represent the District under the condition that it consents in advance to our representation in other matters of clients whose interests may conflict with the District's interests so long as we, in our employment, do not become privy to confidential information that would be relevant in our representation of another client with adverse interests. In addition, Gilmore & Bell, P.C. reserves the right to continue to represent or to undertake to represent existing or new clients in any matter that is not substantially related to our work for you, even if the interests of such clients in those other matters are directly adverse to you and/or any individual members or the entities represented by those individual members, including litigation in which they or their members or such entities are parties.

General

To ensure our efficient and effective counsel, we understand that you will provide us with all information known or available to you relevant to our representation and you will pay our statements for services and expenses according to this agreement.

If the foregoing terms of this engagement are acceptable, please so indicate by returning a copy to me, retaining one original for your files. We appreciate the opportunity to work with you.

Very truly yours,



Mark A. Spykerman

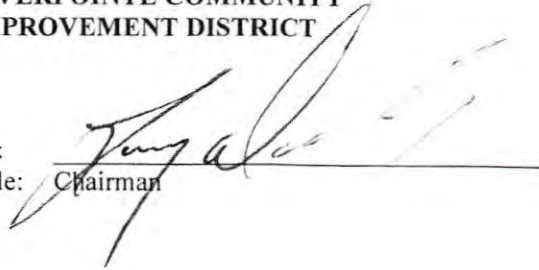
MAS:etm

ACCEPTED and APPROVED:

Date: December 18, 2025

**RIVERPOINTE COMMUNITY
IMPROVEMENT DISTRICT**

By: _____
Title: Chairman



RESOLUTION NO. 2025-4

**A RESOLUTION ADOPTING AN AMENDED BUDGET FOR THE
FISCAL YEAR ENDING DECEMBER 31, 2025 AND A BUDGET
FOR THE FISCAL YEAR ENDING DECEMBER 31, 2026.**

WHEREAS, Section 67.010 of the Revised Statutes of Missouri, as amended, requires each political subdivision to prepare an annual budget; and

WHEREAS, on December 11, 2024, the Board of Directors of the Riverpointe Community Improvement District (the "District") adopted a budget for the District's fiscal year ending December 31, 2025 (the "2025 Budget"); and

WHEREAS, the Board of Directors hereby finds and determines that it is necessary to amend the 2025 Budget (the "Amended 2025 Budget") and adopt a budget for the District's fiscal year ending December 31, 2026 (the "2026 Budget" and, together with the Amended 2025 Budget, the "Budgets");

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE RIVERPOINTE COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:

Section 1. The Board of Directors of the District hereby adopts the District's amended budget for the fiscal year ending December 31, 2025 and budget for the fiscal year ending December 31, 2026, a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference.

Section 2. The amounts set forth on the Budgets are hereby appropriated for the purposes set forth therein for the respective fiscal year.

Section 3. All actions heretofore taken by the officers, agents and employees of the District in connection with the transaction contemplated by this Resolution are hereby ratified and confirmed. The officers, agents and employees of the District are hereby authorized and directed to take such further action and execute and deliver such other documents and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the District with respect to the transaction contemplated by this Resolution.

Section 4. The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of the Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void 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 5. This Resolution shall be in full force and effect from and after its passage by the Board of Directors of the District.

[Remainder of page intentionally left blank.]

PASSED this December 18, 2025.



(SEAL)

ATTEST:

Holly Magdrian
Secretary of the Board of Directors

[Signature]
Chairman of the Board of Directors

EXHIBIT A

**AMENDED BUDGET FOR THE FISCAL YEAR ENDING DECEMBER 31, 2025 AND
BUDGET FOR THE FISCAL YEAR ENDING DECEMBER 31, 2026**

**RIVERPOINTE
COMMUNITY IMPROVEMENT
DISTRICT**

**AMENDED BUDGET FOR
THE FISCAL YEAR ENDING
DECEMBER 31, 2025**

AND

**BUDGET FOR
THE FISCAL YEAR ENDING
DECEMBER 31, 2026**

RIVERPOINTE COMMUNITY IMPROVEMENT DISTRICT

BUDGET MESSAGE

BACKGROUND

The Riverpointe Community Improvement District (the "District") was created on August 19, 2020, pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the "CID Act") and Ordinance No. 20-112 of the City of St. Charles, Missouri.

ISSUANCE OF DEBT

The District has no outstanding obligations.

REVENUE SOURCES

The District intends to impose a 1.0% community improvement district sales and use tax (the "CID Sales Tax").

EXPLANATION OF ACCOUNTS AND BUDGET SUMMARY

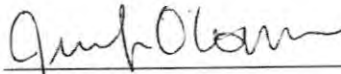
Fiscal Year Ending December 31, 2026 budget:

- Total estimated revenues of \$70,000.
- Total estimated disbursements of \$70,000.

BUDGET PERIOD

This budget relates to the periods (1) beginning January 1, 2025 and ending December 31, 2025, and (2) beginning January 1, 2026 and ending December 31, 2026.

Respectfully Submitted,



Treasurer

Riverpointe Community Improvement District

Riverpointe Community Improvement District
Fiscal Year Comparison

	2024 (Actual)	2025 (Year-to-Date)*	2025 Budget (Original)	2025 Budget (Amended)	2026 Budget
Collections					
Sales Tax Revenue	-	\$ 42,334.87	\$ 50,000.00	\$ 42,334.87	\$ 70,000.00
City Contribution	479.40	4,600.18	-	4,600.18	-
Interest	-	-	-	-	-
Total Collections	<u>479.40</u>	<u>46,935.05</u>	<u>50,000.00</u>	<u>46,935.05</u>	<u>70,000.00</u>
Disbursements					
Bank Fees	-	-	-	-	-
Legal Fees	-	4,600.18	4,500.00	4,600.18	4,500.00
Insurance	-	-	-	-	-
District Administration Fees	-	-	-	-	-
Fiscal Agent Fees	-	-	-	-	-
Parking Lot Improvements	-	-	45,500.00	37,255.29	65,500.00
Reimbursement to the City	-	-	-	5,079.58	-
Miscellaneous Expenses	479.40	-	-	-	-
Total Disbursements	<u>479.40</u>	<u>4,600.18</u>	<u>50,000.00</u>	<u>46,935.05</u>	<u>70,000.00</u>
Increase (decrease) in cash from operations	-	42,334.87	-	-	-
Fund Transfers					
Transfers in	-	-	-	-	-
Transfers out	-	-	-	-	-
Total fund transfers	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Increase (decrease) in cash	-	42,334.87	-	-	-
Cash balance at beginning of period	-	-	-	-	-
Cash balance at end of period	<u>\$ -</u>	<u>\$ 42,334.87</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

* As of 12/15/2025

Riverpointe Community Improvement District

Fund Statement
2024 Fiscal Year

	General Fund
Collections	
Sales Tax Revenue	\$ -
City Contribution	479.40
Interest	-
	<hr/>
Total Collections	<u>479.40</u>
Disbursements	
Bank Fees	-
Legal Fees	-
Insurance	-
District Administration Fees	-
Fiscal Agent Fees	-
Parking Lot Improvements	-
Reimbursement to the City	-
Miscellaneous Expenses	479.40
	<hr/>
Total Disbursements	<u>479.40</u>
Increase (decrease) in cash from operations	-
Fund Transfers	
Transfers in	-
Transfers out	-
	<hr/>
Total fund transfers	<u>-</u>
Increase (decrease) in cash	-
Cash balance at beginning of period	-
	<hr/>
Cash balance at end of period	<u><u>\$ -</u></u>

Riverpointe Community Improvement District
Fund Statement
2025 Fiscal Year Activity as of December 15, 2025

	General Fund
Collections	
Sales Tax Revenue	\$ 42,334.87
City Contribution	4,600.18
Interest	-
	<hr/>
Total Collections	46,935.05
Disbursements	
Bank Fees	-
Legal Fees	4,600.18
Insurance	-
District Administration Fees	-
Fiscal Agent Fees	-
Parking Lot Improvements	-
Reimbursement to the City	-
Miscellaneous Expenses	-
	<hr/>
Total Disbursements	4,600.18
Increase (decrease) in cash from operations	42,334.87
Fund Transfers	
Transfers in	-
Transfers out	-
	<hr/>
Total fund transfers	-
Increase (decrease) in cash	42,334.87
Cash balance at beginning of period	-
	<hr/>
Cash balance at end of period	\$ 42,334.87

Riverpointe Community Improvement District
Fund Statement
2025 Original Budget

	General Fund
Collections	
Sales Tax Revenue	\$ 50,000.00
City Contribution	-
Interest	-
	-
Total Collections	50,000.00
Disbursements	
Bank Fees	-
Legal Fees	4,500.00
Insurance	-
District Administration Fees	-
Fiscal Agent Fees	-
Parking Lot Improvements	45,500.00
Reimbursement to the City	-
Miscellaneous Expenses	-
	-
Total Disbursements	50,000.00
Increase (decrease) in cash from operations	-
Fund Transfers	
Transfers in	-
Transfers out	-
	-
Total fund transfers	-
Increase (decrease) in cash	-
Cash balance at beginning of period	-
Cash balance at end of period	\$ -

Riverpointe Community Improvement District
Fund Statement
2025 Amended Budget

	General Fund
Collections	
Sales Tax Revenue	\$ 42,334.87
City Contribution	4,600.18
Interest	-
	-
Total Collections	46,935.05
Disbursements	
Bank Fees	-
Legal Fees	4,600.18
Insurance	-
District Administration Fees	-
Fiscal Agent Fees	-
Parking Lot Improvements	37,255.29
Reimbursement to the City	5,079.58
Miscellaneous Expenses	-
	-
Total Disbursements	46,935.05
Increase (decrease) in cash from operations	-
Fund Transfers	
Transfers in	-
Transfers out	-
	-
Total fund transfers	-
Increase (decrease) in cash	-
Cash balance at beginning of period	-
Cash balance at end of period	\$ -

Riverpointe Community Improvement District

Fund Statement

2026 Budget

	General Fund
Collections	
Sales Tax Revenue	\$ 70,000.00
City Contribution	-
Interest	-
	<hr/>
Total Collections	<u>70,000.00</u>
Disbursements	
Bank Fees	-
Legal Fees	4,500.00
Insurance	-
District Administration Fees	-
Fiscal Agent Fees	-
Parking Lot Improvements	65,500.00
Reimbursement to the City	-
Miscellaneous Expenses	-
	<hr/>
Total Disbursements	<u>70,000.00</u>
Increase (decrease) in cash from operations	-
Fund Transfers	
Transfers in	-
Transfers out	-
	<hr/>
Total fund transfers	<u>-</u>
Increase (decrease) in cash	-
Cash balance at beginning of period	-
	<hr/>
Cash balance at end of period	<u><u>\$ -</u></u>

RCA FORM (OFFICE USE ONLY)

Bill # N/A

MEETING/DATE: 5/19/2026

Regular Special Comm. of Whole

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 3

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 Riverpointe Community Improvement District

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

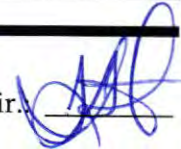
In accordance with RSMo 67.1471 of the CID Act, the attached Annual Report Fiscal Year Ending December 31, 2025 for the Riverpointe Community Improvement District is submitted to the City Council for receipt.

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

Fiscal Impact: N/A

Account #: _____

Project #: _____

RCA Prepared by _____ On Behalf of _____
City Clerk Staff: KSH Council Member(s): N/A Dept. Dir. 

GILMORE BELL

One Metropolitan Square
211 N. Broadway, Suite 2000
St. Louis, Missouri 63102-2746

(314) 436-1000 / (816) 221-1018 FAX / gilmorebell.com

April 29, 2026

VIA ELECTRONIC MAIL

Ms. Kimberly Hudson
City Clerk
City of St. Charles
200 North 2nd Street
4th Floor, Room 402
St. Charles, Missouri 63301

Ms. Michelle Hataway
Director
Missouri Department of Economic Development
301 West High Street, Suite 680
Jefferson City, Missouri 65101

Re: Riverpointe Community Improvement District

Dear Ms. Hudson and Ms. Hataway:

Pursuant to Section 67.1471.4 of the Revised Statutes of Missouri, as amended, enclosed is the Annual Report for the above-referenced District for the fiscal year ended December 31, 2025.

The City is required to make this report a part of its official records and cause it “to be spread upon the records of the City.”

Please do not hesitate to contact me if you have any questions.

Very truly yours,



Mark A. Spykerman

SWC:etm
Enclosure

**RIVERPOINTE
COMMUNITY IMPROVEMENT DISTRICT**

**ANNUAL REPORT
FISCAL YEAR ENDED DECEMBER 31, 2025**

Submitted to the

City of Saint Charles, Missouri

and the

Missouri Department of Economic Development

April 29, 2026

BOARD OF DIRECTORS

Larry Dobrosky, Chairman and Director
Brad Temme, Vice Chairman and Director
Kory Goodson, Assistant Treasurer and Director
Zach Tusinger, Assistant Secretary and Director
Daniel Mann, Director

Prepared by:

Gilmore & Bell, P.C.,
St. Louis, Missouri

RIVERPOINTE COMMUNITY IMPROVEMENT DISTRICT

BACKGROUND

On August 19, 2020, the Riverpointe Community Improvement District (the “District”) was created by the City of St. Charles, Missouri (the “City”) as a community improvement district pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the “CID Act”). The District is located south of Interstate 70, east of South Main Street, and west of the Missouri River, consisting of approximately 24.484 acres within the municipal boundaries of the City.

The District was established to provide funding for the construction and maintenance of various public improvements (the “Project”) within the District. The improvements contemplated as part of the Project will include, without limitation, construction, demolition, removal and replacement, relocation, clean-up and enhancement, installation, reconstruction, repair and maintenance of all improvements permitted by the CID Act, initially involving, but not restricted to, demolition, earth work, erosion control, paving, drainage systems and retention, seawalls, and improvements to storefronts and building facades, walls, parking lots, parking garages, pedestrian walkways, awnings, canopies, columns, piers, pilasters, marquees, trelliswork, trash receptacles, planters, islands, landscaping, fences, barriers, retaining walls, drives, sidewalks, patios, signage and other fixtures, and associated or other traffic or parking improvements, crosswalks, utilities, lighting and landscaping, and pavement and sidewalk extensions and connections onto adjacent streets and/or public rights-of-way.

ISSUANCE OF DEBT

As of December 31, 2025, the District has not incurred or issued any debt.

REVENUE SOURCES

On September 13, 2024, the Board of Directors of the District authorized the imposition of a one percent (1%) sales and use tax on all retail sales made within the District (the “District Sales Tax”). The District Sales Tax began on April 1, 2025.

REVENUE/EXPENDITURES

Attached as **Exhibit A** is a table showing the revenues and expenditures of the District as of December 31, 2025. These figures are unaudited.

GOVERNANCE STRUCTURE

The Board of Directors is comprised of five representatives, appointed by the Mayor of the City with the consent of the City Council. Attached as **Exhibit B** is a copy of all written resolutions approved by the Board of Directors during the fiscal year ended December 31, 2025.

DISTRICT ADMINISTRATOR

Gilmore & Bell, P.C.

EXHIBIT A
REVENUES AND EXPENSES

Riverpointe Community Improvement District
 Unaudited Financial Statements for Fiscal Year Ended December 31, 2025

	2025 Actual
Collections	
Sales Tax Revenue	\$ 42,334.87
City Contribution	4,600.18
Interest	-
	-
Total Collections	46,935.05
Disbursements	
Bank Fees	-
Legal Fees	4,600.18
Insurance	-
District Administration Fees	-
Fiscal Agent Fees	-
Parking Lot Improvements	-
Reimbursement to the City	-
Miscellaneous Expenses	-
	-
Total Disbursements	4,600.18
Increase (decrease) in cash from operations	42,334.87
Fund Transfers	
Transfers in	-
Transfers out	-
	-
Total fund transfers	-
Increase (decrease) in cash	42,334.87
Cash balance at beginning of period	-
	-
Cash balance at end of period	\$ 42,334.87

EXHIBIT B
RESOLUTIONS

RESOLUTION NO. 2025-1

A RESOLUTION APPOINTING OFFICERS OF THE DISTRICT.

WHEREAS, the Riverpointe Community Improvement District (the "District") is a political subdivision of the State of Missouri and is transacting business and exercising powers granted to it pursuant to the Community Improvement District Act, Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri (the "CID Act"); and

WHEREAS, the District's Bylaws require the District's Board of Directors to appoint annually a chairman, vice chairman, treasurer, assistant treasurer, secretary, assistant secretary and such other officers as may be deemed appropriate;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE RIVERPOINTE COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:

Section 1. The following individuals are hereby named as officers of the District:

<u>Name</u>	<u>Office</u>
<u>Larry Dobrosky</u>	Chairman
<u>Brad Temme</u>	Vice Chairman
<u>Jennifer O'Connor</u>	Treasurer
<u>Kory Goodson</u>	Assistant Treasurer
<u>Holly Magdziarz</u>	Secretary
<u>Zach Tusinger</u>	Assistant Secretary

Section 2. Each officer of the District shall exercise those powers and perform those duties as set forth in the Bylaws of the District.

Section 3. All actions heretofore taken by the officers, agents and employees of the District in connection with the transaction contemplated by this Resolution are hereby ratified and confirmed. The officers, agents and employees of the District are hereby authorized and directed to take such further action and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the District with respect to the transaction contemplated by this Resolution.

Section 4. The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. If any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void one, 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 5. This Resolution shall be in full force and effect from and after its passage by the Board of Directors of the District.

PASSED this December 18, 2025.



(SEAL)

ATTEST:

Chairman of the Board of Directors

Secretary of the Board of Directors

RESOLUTION NO. 2025-2

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
ENGAGEMENT LETTER WITH THE LAW FIRM OF
GILMORE & BELL, P.C. TO ACT AS GENERAL COUNSEL TO
THE DISTRICT.**

WHEREAS, Section 67.1461 of the Revised Statutes of Missouri, grants to community improvement districts the power necessary to carry out and effectuate the purposes of the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri; and

WHEREAS, the Board of Directors of the Riverpointe Community Improvement District (the "District") wishes to employ Gilmore & Bell, P.C. as General Counsel to the District;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE RIVERPOINTE COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:

Section 1. The Chairman of the District is authorized to execute, and the Secretary is authorized to attest, on behalf of the District, an engagement letter with the law firm of Gilmore & Bell, P.C., substantially in the form attached hereto as **Exhibit A** and incorporated fully herein, for the provision of legal services related to the District.

Section 2. All actions heretofore taken by the officers, agents and employees of the District in connection with the transaction contemplated by this Resolution are hereby ratified and confirmed. The officers, agents and employees of the District are hereby authorized and directed to take such further action and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the District with respect to the transaction contemplated by this Resolution.

Section 3. The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. If any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void one, 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 Resolution shall be in full force and effect from and after its passage by the Board of Directors of the District.

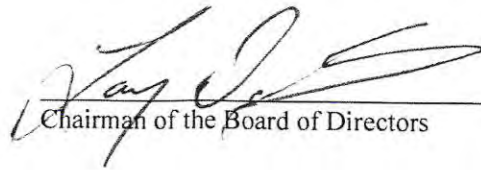
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PASSED this December 18, 2025.



(SEAL)

ATTEST:


Chairman of the Board of Directors


Secretary of the Board of Directors

EXHIBIT A

ENGAGEMENT LETTER WITH GILMORE & BELL, P.C.



One Metropolitan Square
211 N. Broadway, Suite 2000
St. Louis, Missouri 63102-2746

(314) 436-1000 / (816) 221-1018 FAX / gilmorebell.com

December 18, 2025

Members of the Board of Directors
Riverpointe Community Improvement District

Re: Legal Services Relating to the Riverpointe Community Improvement District

Ladies and Gentlemen:

Thank you for selecting Gilmore & Bell, P.C. as your counsel for legal services related to the District.

Scope of Representation

Gilmore & Bell, P.C. will represent the District as General Counsel.

Terms of Engagement

The District's execution of this letter will ratify the services we have provided to date and will authorize our firm to bill the District for legal services performed in connection with the formation and administration of the District. Our representation of the District will end when we send you our final statement for services rendered in accordance with this engagement; provided, however, that the services provided hereunder will cease on December 31, 2026, unless our engagement is extended by the District. At your request, we will return your papers and property to you upon termination of the engagement. We will retain our own files related to the matters handled by the firm. We reserve the right to destroy or dispose of them within a reasonable time after the engagement has terminated. Either of us may terminate the engagement at any time for any reason by written notice, subject on our part to the rules of professional conduct for attorneys.

Fees and Expenses

(a) Our fee for providing the services as General Counsel to the District will be an annual fee of \$4,500 per fiscal year, payable at the conclusion of each fiscal year (or such other time as may be mutually agreed upon from time to time).

(b) In addition to the annual fee charged pursuant to paragraph (a) above, additional fees may be charged in the event of an issuance of notes, bonds or other obligations by or on behalf of the District. Such fees will be determined when the structure and scope of any note, bond or other obligation is ascertainable. We expect such additional fees will be paid from the proceeds of any such notes, bonds or other obligations.

(c) In addition to the fees set forth in (a) and (b) above, we will seek reimbursement for our out-of-pocket expenses incurred in connection with the transaction, such as travel, postage, deliveries, photocopying and similar expenses.

Conflicts

To reduce recurring conflict problems, we have adopted a policy on this matter. We will represent the District under the condition that it consents in advance to our representation in other matters of clients whose interests may conflict with the District's interests so long as we, in our employment, do not become privy to confidential information that would be relevant in our representation of another client with adverse interests. In addition, Gilmore & Bell, P.C. reserves the right to continue to represent or to undertake to represent existing or new clients in any matter that is not substantially related to our work for you, even if the interests of such clients in those other matters are directly adverse to you and/or any individual members or the entities represented by those individual members, including litigation in which they or their members or such entities are parties.

General

To ensure our efficient and effective counsel, we understand that you will provide us with all information known or available to you relevant to our representation and you will pay our statements for services and expenses according to this agreement.

If the foregoing terms of this engagement are acceptable, please so indicate by returning a copy to me, retaining one original for your files. We appreciate the opportunity to work with you.

Very truly yours,



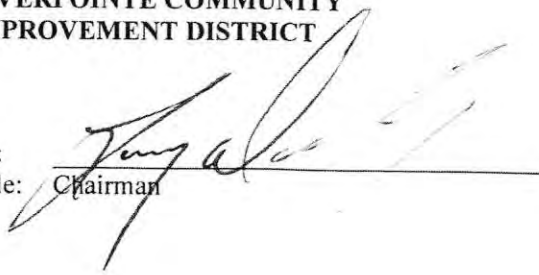
Mark A. Spykerman

MAS:etm

ACCEPTED and APPROVED:

Date: December 18, 2025

**RIVERPOINTE COMMUNITY
IMPROVEMENT DISTRICT**

By: 
Title: Chairman

RESOLUTION NO. 2025-4

**A RESOLUTION ADOPTING AN AMENDED BUDGET FOR THE
FISCAL YEAR ENDING DECEMBER 31, 2025 AND A BUDGET
FOR THE FISCAL YEAR ENDING DECEMBER 31, 2026.**

WHEREAS, Section 67.010 of the Revised Statutes of Missouri, as amended, requires each political subdivision to prepare an annual budget; and

WHEREAS, on December 11, 2024, the Board of Directors of the Riverpointe Community Improvement District (the "District") adopted a budget for the District's fiscal year ending December 31, 2025 (the "2025 Budget"); and

WHEREAS, the Board of Directors hereby finds and determines that it is necessary to amend the 2025 Budget (the "Amended 2025 Budget") and adopt a budget for the District's fiscal year ending December 31, 2026 (the "2026 Budget" and, together with the Amended 2025 Budget, the "Budgets");

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE RIVERPOINTE COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:

Section 1. The Board of Directors of the District hereby adopts the District's amended budget for the fiscal year ending December 31, 2025 and budget for the fiscal year ending December 31, 2026, a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference.

Section 2. The amounts set forth on the Budgets are hereby appropriated for the purposes set forth therein for the respective fiscal year.

Section 3. All actions heretofore taken by the officers, agents and employees of the District in connection with the transaction contemplated by this Resolution are hereby ratified and confirmed. The officers, agents and employees of the District are hereby authorized and directed to take such further action and execute and deliver such other documents and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the District with respect to the transaction contemplated by this Resolution.

Section 4. The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of the Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void 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 5. This Resolution shall be in full force and effect from and after its passage by the Board of Directors of the District.

[Remainder of page intentionally left blank.]

PASSED this December 18, 2025.



(SEAL)

ATTEST:

Holly Magdarian

Secretary of the Board of Directors

[Handwritten Signature]

Chairman of the Board of Directors

EXHIBIT A

**AMENDED BUDGET FOR THE FISCAL YEAR ENDING DECEMBER 31, 2025 AND
BUDGET FOR THE FISCAL YEAR ENDING DECEMBER 31, 2026**

**RIVERPOINTE
COMMUNITY IMPROVEMENT
DISTRICT**

**AMENDED BUDGET FOR
THE FISCAL YEAR ENDING
DECEMBER 31, 2025**

AND

**BUDGET FOR
THE FISCAL YEAR ENDING
DECEMBER 31, 2026**

RIVERPOINTE COMMUNITY IMPROVEMENT DISTRICT

BUDGET MESSAGE

BACKGROUND

The Riverpointe Community Improvement District (the "District") was created on August 19, 2020, pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the "CID Act") and Ordinance No. 20-112 of the City of St. Charles, Missouri.

ISSUANCE OF DEBT

The District has no outstanding obligations.

REVENUE SOURCES

The District intends to impose a 1.0% community improvement district sales and use tax (the "CID Sales Tax").

EXPLANATION OF ACCOUNTS AND BUDGET SUMMARY

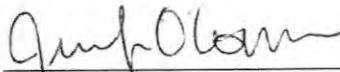
Fiscal Year Ending December 31, 2026 budget:

- Total estimated revenues of \$70,000.
- Total estimated disbursements of \$70,000.

BUDGET PERIOD

This budget relates to the periods (1) beginning January 1, 2025 and ending December 31, 2025, and (2) beginning January 1, 2026 and ending December 31, 2026.

Respectfully Submitted,



Treasurer

Riverpointe Community Improvement District

Riverpointe Community Improvement District
Fiscal Year Comparison

	2024 (Actual)	2025 (Year-to-Date)*	2025 Budget (Original)	2025 Budget (Amended)	2026 Budget
Collections					
Sales Tax Revenue	-	\$ 42,334.87	\$ 50,000.00	\$ 42,334.87	\$ 70,000.00
City Contribution	479.40	4,600.18	-	4,600.18	-
Interest	-	-	-	-	-
Total Collections	<u>479.40</u>	<u>46,935.05</u>	<u>50,000.00</u>	<u>46,935.05</u>	<u>70,000.00</u>
Disbursements					
Bank Fees	-	-	-	-	-
Legal Fees	-	4,600.18	4,500.00	4,600.18	4,500.00
Insurance	-	-	-	-	-
District Administration Fees	-	-	-	-	-
Fiscal Agent Fees	-	-	-	-	-
Parking Lot Improvements	-	-	45,500.00	37,255.29	65,500.00
Reimbursement to the City	-	-	-	5,079.58	-
Miscellaneous Expenses	479.40	-	-	-	-
Total Disbursements	<u>479.40</u>	<u>4,600.18</u>	<u>50,000.00</u>	<u>46,935.05</u>	<u>70,000.00</u>
Increase (decrease) in cash from operations	-	42,334.87	-	-	-
Fund Transfers					
Transfers in	-	-	-	-	-
Transfers out	-	-	-	-	-
Total fund transfers	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Increase (decrease) in cash	-	42,334.87	-	-	-
Cash balance at beginning of period	-	-	-	-	-
Cash balance at end of period	<u>\$ -</u>	<u>\$ 42,334.87</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

* As of 12/15/2025

Riverpointe Community Improvement District

Fund Statement
2024 Fiscal Year

	General Fund
Collections	
Sales Tax Revenue	\$ -
City Contribution	479.40
Interest	-
	<hr/>
Total Collections	<u>479.40</u>
Disbursements	
Bank Fees	-
Legal Fees	-
Insurance	-
District Administration Fees	-
Fiscal Agent Fees	-
Parking Lot Improvements	-
Reimbursement to the City	-
Miscellaneous Expenses	479.40
	<hr/>
Total Disbursements	<u>479.40</u>
Increase (decrease) in cash from operations	-
Fund Transfers	
Transfers in	-
Transfers out	-
	<hr/>
Total fund transfers	<u>-</u>
Increase (decrease) in cash	-
Cash balance at beginning of period	-
	<hr/>
Cash balance at end of period	<u><u>\$ -</u></u>

Riverpointe Community Improvement District
Fund Statement
2025 Fiscal Year Activity as of December 15, 2025

	General Fund
Collections	
Sales Tax Revenue	\$ 42,334.87
City Contribution	4,600.18
Interest	-
	-
Total Collections	46,935.05
Disbursements	
Bank Fees	-
Legal Fees	4,600.18
Insurance	-
District Administration Fees	-
Fiscal Agent Fees	-
Parking Lot Improvements	-
Reimbursement to the City	-
Miscellaneous Expenses	-
	-
Total Disbursements	4,600.18
Increase (decrease) in cash from operations	42,334.87
Fund Transfers	
Transfers in	-
Transfers out	-
	-
Total fund transfers	-
Increase (decrease) in cash	42,334.87
Cash balance at beginning of period	-
Cash balance at end of period	\$ 42,334.87

Riverpointe Community Improvement District
Fund Statement
2025 Original Budget

	General Fund
Collections	
Sales Tax Revenue	\$ 50,000.00
City Contribution	-
Interest	-
	-
Total Collections	50,000.00
Disbursements	
Bank Fees	-
Legal Fees	4,500.00
Insurance	-
District Administration Fees	-
Fiscal Agent Fees	-
Parking Lot Improvements	45,500.00
Reimbursement to the City	-
Miscellaneous Expenses	-
	-
Total Disbursements	50,000.00
Increase (decrease) in cash from operations	-
Fund Transfers	
Transfers in	-
Transfers out	-
	-
Total fund transfers	-
Increase (decrease) in cash	-
Cash balance at beginning of period	-
Cash balance at end of period	\$ -

Riverpointe Community Improvement District
Fund Statement
2025 Amended Budget

	General Fund
Collections	
Sales Tax Revenue	\$ 42,334.87
City Contribution	4,600.18
Interest	-
	-
Total Collections	46,935.05
Disbursements	
Bank Fees	-
Legal Fees	4,600.18
Insurance	-
District Administration Fees	-
Fiscal Agent Fees	-
Parking Lot Improvements	37,255.29
Reimbursement to the City	5,079.58
Miscellaneous Expenses	-
	-
Total Disbursements	46,935.05
Increase (decrease) in cash from operations	-
Fund Transfers	
Transfers in	-
Transfers out	-
	-
Total fund transfers	-
Increase (decrease) in cash	-
Cash balance at beginning of period	-
Cash balance at end of period	\$ -

Riverpointe Community Improvement District

Fund Statement

2026 Budget

	General Fund
Collections	
Sales Tax Revenue	\$ 70,000.00
City Contribution	-
Interest	-
	<hr/>
Total Collections	<u>70,000.00</u>
Disbursements	
Bank Fees	-
Legal Fees	4,500.00
Insurance	-
District Administration Fees	-
Fiscal Agent Fees	-
Parking Lot Improvements	65,500.00
Reimbursement to the City	-
Miscellaneous Expenses	-
	<hr/>
Total Disbursements	<u>70,000.00</u>
Increase (decrease) in cash from operations	-
Fund Transfers	
Transfers in	-
Transfers out	-
	<hr/>
Total fund transfers	<u>-</u>
Increase (decrease) in cash	-
Cash balance at beginning of period	-
	<hr/>
Cash balance at end of period	<u><u>\$ -</u></u>

GILMORE BELL

One Metropolitan Square
211 N. Broadway, Suite 2000
St. Louis, Missouri 63102-2746

(314) 436-1000 / (816) 221-1018 FAX / gilmorebell.com

April 29, 2026

VIA ELECTRONIC MAIL

Ms. Kimberly Hudson
City Clerk
City of St. Charles
200 North 2nd Street
4th Floor, Room 402
St. Charles, Missouri 63301

Ms. Michelle Hataway
Director
Missouri Department of Economic Development
301 West High Street, Suite 680
Jefferson City, Missouri 65101

Re: Riverpointe Phase 3 Community Improvement District

Dear Ms. Hudson and Ms. Hataway:

Pursuant to Section 67.1471.4 of the Revised Statutes of Missouri, as amended, enclosed is the Annual Report for the above-referenced District for the fiscal year ended December 31, 2025.

The City is required to make this report a part of its official records and cause it “to be spread upon the records of the City.”

Please do not hesitate to contact me if you have any questions.

Very truly yours,



Mark A. Spykerman

SWC:etm
Enclosure

**RIVERPOINTE PHASE 3
COMMUNITY IMPROVEMENT DISTRICT**

**ANNUAL REPORT
FISCAL YEAR ENDED DECEMBER 31, 2025**

Submitted to the

City of Saint Charles, Missouri

and the

Missouri Department of Economic Development

April 29, 2026

BOARD OF DIRECTORS

Larry Dobrosky, Chairman and Director
Brad Temme, Vice Chairman and Director
Kory Goodson, Assistant Treasurer and Director
Zach Tusinger, Assistant Secretary and Director
Daniel Mann, Director

Prepared by:

Gilmore & Bell, P.C.,
St. Louis, Missouri

RIVERPOINTE PHASE 3 COMMUNITY IMPROVEMENT DISTRICT

BACKGROUND

On December 2, 2020, the Riverpointe Phase 3 Community Improvement District (the “District”) was created by the City of St. Charles, Missouri (the “City”) as a community improvement district pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the “CID Act”). The District is located south of Interstate 70, east of South River Road, and west of the Missouri River, consisting of approximately 11.05 acres within the municipal boundaries of the City.

The District was established to provide funding for the construction and maintenance of various public improvements (the “Project”) within the District. The improvements contemplated as part of the Project will include, without limitation, construction, demolition, removal and replacement, relocation, clean-up and enhancement, installation, reconstruction, repair and maintenance of all improvements permitted by the CID Act, initially involving, but not restricted to, demolition, earth work, erosion control, paving, drainage systems and retention, seawalls, and improvements to storefronts and building facades, walls, parking lots, parking garages, pedestrian walkways, awnings, canopies, columns, piers, pilasters, marquees, trelliswork, trash receptacles, planters, islands, landscaping, fences, barriers, retaining walls, drives, sidewalks, trails, patios, signage and other fixtures, and associated or other traffic or parking improvements, traffic signals, crosswalks, utilities, lighting and landscaping, and pavement and sidewalk extensions and connections onto adjacent streets and/or public rights-of-way.

ISSUANCE OF DEBT

As of December 31, 2025, the District has not incurred or issued any debt.

REVENUE SOURCES

On September 13, 2024, the Board of Directors of the District authorized the imposition of a one percent (1%) sales and use tax on all retail sales made within the District (the “District Sales Tax”). The District Sales Tax began on April 1, 2025.

REVENUE/EXPENDITURES

Attached as **Exhibit A** is a table showing the revenues and expenditures of the District as of December 31, 2025. These figures are unaudited.

GOVERNANCE STRUCTURE

The Board of Directors is comprised of five representatives, appointed by the Mayor of the City with the consent of the City Council. Attached as **Exhibit B** is a copy of all written resolutions approved by the Board of Directors during the fiscal year ended December 31, 2025.

DISTRICT ADMINISTRATOR

Gilmore & Bell, P.C.

EXHIBIT A
REVENUES AND EXPENSES

Riverpointe Community Improvement District
 Unaudited Financial Statements for Fiscal Year Ended December 31, 2025

	2025 Actual
Collections	
Sales Tax Revenue	\$ 42,334.87
City Contribution	4,600.18
Interest	-
	-
Total Collections	46,935.05
Disbursements	
Bank Fees	-
Legal Fees	4,600.18
Insurance	-
District Administration Fees	-
Fiscal Agent Fees	-
Parking Lot Improvements	-
Reimbursement to the City	-
Miscellaneous Expenses	-
	-
Total Disbursements	4,600.18
Increase (decrease) in cash from operations	42,334.87
Fund Transfers	
Transfers in	-
Transfers out	-
	-
Total fund transfers	-
Increase (decrease) in cash	42,334.87
Cash balance at beginning of period	-
Cash balance at end of period	\$ 42,334.87

EXHIBIT B
RESOLUTIONS

RESOLUTION NO. 2025-1

A RESOLUTION APPOINTING OFFICERS OF THE DISTRICT.

WHEREAS, the Riverpointe Phase 3 Community Improvement District (the "District") is a political subdivision of the State of Missouri and is transacting business and exercising powers granted to it pursuant to the Community Improvement District Act, Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri (the "CID Act"); and

WHEREAS, the District's Bylaws require the District's Board of Directors to appoint annually a chairman, vice chairman, treasurer, assistant treasurer, secretary, assistant secretary and such other officers as may be deemed appropriate;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE RIVERPOINTE PHASE 3 COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:

Section 1. The following individuals are hereby named as officers of the District:

<u>Name</u>	<u>Office</u>
<u>Larry Dobrosky</u>	Chairman
<u>Brad Temme</u>	Vice Chairman
<u>Jennifer O'Connor</u>	Treasurer
<u>Kory Goodson</u>	Assistant Treasurer
<u>Holly Magdziarz</u>	Secretary
<u>Zach Tusinger</u>	Assistant Secretary

Section 2. Each officer of the District shall exercise those powers and perform those duties as set forth in the Bylaws of the District.

Section 3. All actions heretofore taken by the officers, agents and employees of the District in connection with the transaction contemplated by this Resolution are hereby ratified and confirmed. The officers, agents and employees of the District are hereby authorized and directed to take such further action and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the District with respect to the transaction contemplated by this Resolution.

Section 4. The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. If any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void one, 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 5. This Resolution shall be in full force and effect from and after its passage by the Board of Directors of the District.

PASSED this December 18, 2025.



(SEAL)

ATTEST:

Chairman of the Board of Directors

Secretary of the Board of Directors

RESOLUTION NO. 2025-2

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
ENGAGEMENT LETTER WITH THE LAW FIRM OF
GILMORE & BELL, P.C. TO ACT AS GENERAL COUNSEL TO
THE DISTRICT.**

WHEREAS, Section 67.1461 of the Revised Statutes of Missouri, grants to community improvement districts the power necessary to carry out and effectuate the purposes of the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri; and

WHEREAS, the Board of Directors of the Riverpointe Phase 3 Community Improvement District (the "District") wishes to employ Gilmore & Bell, P.C. as General Counsel to the District;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE RIVERPOINTE PHASE 3 COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:

Section 1. The Chairman of the District is authorized to execute, and the Secretary is authorized to attest, on behalf of the District, an engagement letter with the law firm of Gilmore & Bell, P.C., substantially in the form attached hereto as **Exhibit A** and incorporated fully herein, for the provision of legal services related to the District.

Section 2. All actions heretofore taken by the officers, agents and employees of the District in connection with the transaction contemplated by this Resolution are hereby ratified and confirmed. The officers, agents and employees of the District are hereby authorized and directed to take such further action and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the District with respect to the transaction contemplated by this Resolution.

Section 3. The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. If any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void one, 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 Resolution shall be in full force and effect from and after its passage by the Board of Directors of the District.

[Remainder of Page Intentionally Left Blank.]

PASSED this December 18, 2025.



(SEAL)

ATTEST:

Chairman of the Board of Directors

Secretary of the Board of Directors

EXHIBIT A

ENGAGEMENT LETTER WITH GILMORE & BELL, P.C.



One Metropolitan Square
211 N. Broadway, Suite 2000
St. Louis, Missouri 63102-2746

(314) 436-1000 / (816) 221-1018 FAX / gilmorebell.com

December 18, 2025

Members of the Board of Directors
Riverpointe Phase 3 Community Improvement District

Re: Legal Services Relating to the Riverpointe Phase 3 Community Improvement District

Ladies and Gentlemen:

Thank you for selecting Gilmore & Bell, P.C. as your counsel for legal services related to the District.

Scope of Representation

Gilmore & Bell, P.C. will represent the District as General Counsel.

Terms of Engagement

The District's execution of this letter will ratify the services we have provided to date and will authorize our firm to bill the District for legal services performed in connection with the formation and administration of the District. Our representation of the District will end when we send you our final statement for services rendered in accordance with this engagement; provided, however, that the services provided hereunder will cease on December 31, 2026, unless our engagement is extended by the District. At your request, we will return your papers and property to you upon termination of the engagement. We will retain our own files related to the matters handled by the firm. We reserve the right to destroy or dispose of them within a reasonable time after the engagement has terminated. Either of us may terminate the engagement at any time for any reason by written notice, subject on our part to the rules of professional conduct for attorneys.

Fees and Expenses

(a) Our fee for providing the services as General Counsel to the District will be an annual fee of \$4,500 per fiscal year, payable at the conclusion of each fiscal year (or such other time as may be mutually agreed upon from time to time).

(b) In addition to the annual fee charged pursuant to paragraph (a) above, additional fees may be charged in the event of an issuance of notes, bonds or other obligations by or on behalf of the District. Such fees will be determined when the structure and scope of any note, bond or other obligation is ascertainable. We expect such additional fees will be paid from the proceeds of any such notes, bonds or other obligations.

(c) In addition to the fees set forth in (a) and (b) above, we will seek reimbursement for our out-of-pocket expenses incurred in connection with the transaction, such as travel, postage, deliveries, photocopying and similar expenses.

Conflicts

To reduce recurring conflict problems, we have adopted a policy on this matter. We will represent the District under the condition that it consents in advance to our representation in other matters of clients whose interests may conflict with the District's interests so long as we, in our employment, do not become privy to confidential information that would be relevant in our representation of another client with adverse interests. In addition, Gilmore & Bell, P.C. reserves the right to continue to represent or to undertake to represent existing or new clients in any matter that is not substantially related to our work for you, even if the interests of such clients in those other matters are directly adverse to you and/or any individual members or the entities represented by those individual members, including litigation in which they or their members or such entities are parties.

General

To ensure our efficient and effective counsel, we understand that you will provide us with all information known or available to you relevant to our representation and you will pay our statements for services and expenses according to this agreement.

If the foregoing terms of this engagement are acceptable, please so indicate by returning a copy to me, retaining one original for your files. We appreciate the opportunity to work with you.

Very truly yours,



Mark A. Spykerman

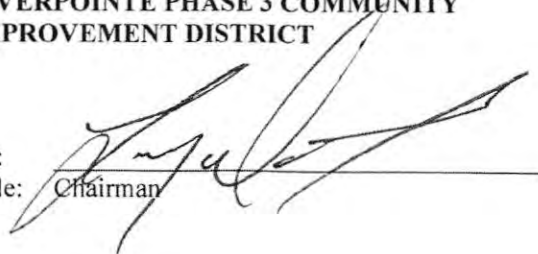
MAS:etm

ACCEPTED and APPROVED:

Date: December 18, 2025

**RIVERPOINTE PHASE 3 COMMUNITY
IMPROVEMENT DISTRICT**

By: _____
Title: Chairman



RESOLUTION NO. 2025-4

A RESOLUTION ADOPTING AN AMENDED BUDGET FOR THE FISCAL YEAR ENDING DECEMBER 31, 2025 AND A BUDGET FOR THE FISCAL YEAR ENDING DECEMBER 31, 2026.

WHEREAS, Section 67.010 of the Revised Statutes of Missouri, as amended, requires each political subdivision to prepare an annual budget; and

WHEREAS, on December 11, 2024, the Board of Directors of the Riverpointe Phase 3 Community Improvement District (the "District") adopted a budget for the District's fiscal year ending December 31, 2025 (the "2025 Budget"); and

WHEREAS, the Board of Directors hereby finds and determines that it is necessary to amend the 2025 Budget (the "Amended 2025 Budget") and adopt a budget for the District's fiscal year ending December 31, 2026 (the "2026 Budget" and, together with the Amended 2025 Budget, the "Budgets");

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE RIVERPOINTE PHASE 3 COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:

Section 1. The Board of Directors of the District hereby adopts the District's amended budget for the fiscal year ending December 31, 2025 and budget for the fiscal year ending December 31, 2026, a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference.

Section 2. The amounts set forth on the Budgets are hereby appropriated for the purposes set forth therein for the respective fiscal year.

Section 3. All actions heretofore taken by the officers, agents and employees of the District in connection with the transaction contemplated by this Resolution are hereby ratified and confirmed. The officers, agents and employees of the District are hereby authorized and directed to take such further action and execute and deliver such other documents and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the District with respect to the transaction contemplated by this Resolution.

Section 4. The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of the Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void 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 5. This Resolution shall be in full force and effect from and after its passage by the Board of Directors of the District.

[Remainder of page intentionally left blank.]

PASSED this December 18, 2025.



(SEAL)

ATTEST:

Chairman of the Board of Directors

Secretary of the Board of Directors

EXHIBIT A

**AMENDED BUDGET FOR THE FISCAL YEAR ENDING DECEMBER 31, 2025 AND
BUDGET FOR THE FISCAL YEAR ENDING DECEMBER 31, 2026**

**RIVERPOINTE PHASE 3
COMMUNITY IMPROVEMENT
DISTRICT**

**AMENDED BUDGET FOR
THE FISCAL YEAR ENDING
DECEMBER 31, 2025**

AND

**BUDGET FOR
THE FISCAL YEAR ENDING
DECEMBER 31, 2026**

RIVERPOINTE PHASE 3 COMMUNITY IMPROVEMENT DISTRICT

BUDGET MESSAGE

BACKGROUND

The Riverpointe Phase 3 Community Improvement District (the "District") was created on December 2, 2020, pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the "CID Act") and Ordinance No. 20-174 of the City of St. Charles, Missouri.

ISSUANCE OF DEBT

The District has no outstanding obligations.

REVENUE SOURCES

The District intends to impose a 1.0% community improvement district sales and use tax (the "CID Sales Tax"). No CID Sales Tax revenues are expected for the fiscal year ending December 31, 2026.

EXPLANATION OF ACCOUNTS AND BUDGET SUMMARY

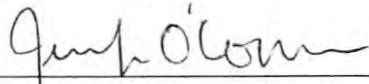
Fiscal Year Ending December 31, 2026 budget:

- Total estimated revenues of \$0.
- Total estimated disbursements of \$0.

BUDGET PERIOD

This budget relates to the periods (1) beginning January 1, 2025 and ending December 31, 2025, and (2) beginning January 1, 2026 and ending December 31, 2026.

Respectfully Submitted,



Treasurer

Riverpointe Phase 3 Community Improvement District

Riverpointe Phase 3 Community Improvement District
Fiscal Year Comparison

	2024 (Actual)	2025 (Year-to-Date)*	2025 Budget (Original)	2025 Budget (Amended)	2026 Budget
Collections					
Sales Tax Revenue	-	\$ 5.95	-	\$ 5.95	-
City Contribution	486.20	4,545.90	4,500.00	4,545.90	4,500.00
Interest	-	-	-	-	-
Total Collections	-	4,551.85	4,500.00	4,551.85	4,500.00
Disbursements					
Bank Fees	-	-	-	-	-
Legal Fees	-	4,545.90	4,500.00	4,545.90	4,500.00
Insurance	-	-	-	-	-
District Administration Fees	-	-	-	-	-
Fiscal Agent Fees	-	-	-	-	-
Miscellaneous Expenses	486.20	-	-	-	-
Total Disbursements	486.20	4,545.90	4,500.00	4,545.90	4,500.00
Increase (decrease) in cash from operations	-	5.95	-	5.95	-
Fund Transfers					
Transfers in	-	-	-	-	-
Transfers out	-	-	-	-	-
Total fund transfers	-	-	-	-	-
Increase (decrease) in cash	-	5.95	-	5.95	-
Cash balance at beginning of period	-	-	-	-	5.95
Cash balance at end of period	-	\$ 5.95	-	\$ 5.95	\$ 5.95

*As of 12/15/2025

Riverpointe Phase 3 Community Improvement District
Fund Statement
2024 Fiscal Year

	General Fund
Collections	
Sales Tax Revenue	\$ -
City Contribution	486.20
Interest	-
	-
Total Collections	486.20
Disbursements	
Bank Fees	-
Legal Fees	-
Insurance	-
District Administration Fees	-
Fiscal Agent Fees	-
Miscellaneous Expenses	486.20
	486.20
Total Disbursements	486.20
Increase (decrease) in cash from operations	-
Fund Transfers	
Transfers in	-
Transfers out	-
	-
Total fund transfers	-
Increase (decrease) in cash	-
Cash balance at beginning of period	-
	-
Cash balance at end of period	\$ -

Riverpointe Phase 3 Community Improvement District
Fund Statement
2025 Fiscal Year Activity as of December 15, 2025

	General Fund
Collections	
Sales Tax Revenue	\$ 5.95
City Contribution	4,545.90
Interest	-
	-
Total Collections	4,551.85
Disbursements	
Bank Fees	-
Legal Fees	4,545.90
Insurance	-
District Administration Fees	-
Fiscal Agent Fees	-
Miscellaneous Expenses	-
	-
Total Disbursements	4,545.90
Increase (decrease) in cash from operations	5.95
Fund Transfers	
Transfers in	-
Transfers out	-
	-
Total fund transfers	-
Increase (decrease) in cash	5.95
Cash balance at beginning of period	-
	-
Cash balance at end of period	\$ 5.95

Riverpointe Phase 3 Community Improvement District
Fund Statement
2025 Original Budget

	General Fund
Collections	
Sales Tax Revenue	\$ -
City Contribution	4,500.00
Interest	-
	-
Total Collections	4,500.00
Disbursements	
Bank Fees	-
Legal Fees	4,500.00
Insurance	-
District Administration Fees	-
Fiscal Agent Fees	-
Miscellaneous Expenses	-
	-
Total Disbursements	4,500.00
Increase (decrease) in cash from operations	-
Fund Transfers	
Transfers in	-
Transfers out	-
	-
Total fund transfers	-
Increase (decrease) in cash	-
Cash balance at beginning of period	-
Cash balance at end of period	\$ -

Riverpointe Phase 3 Community Improvement District
Fund Statement
2025 Amended Budget

	General Fund
Collections	
Sales Tax Revenue	\$ 5.95
City Contribution	4,545.90
Interest	-
	-
Total Collections	4,551.85
Disbursements	
Bank Fees	-
Legal Fees	4,545.90
Insurance	-
District Administration Fees	-
Fiscal Agent Fees	-
Miscellaneous Expenses	-
	-
Total Disbursements	4,545.90
Increase (decrease) in cash from operations	5.95
Fund Transfers	
Transfers in	-
Transfers out	-
	-
Total fund transfers	-
Increase (decrease) in cash	5.95
Cash balance at beginning of period	-
Cash balance at end of period	\$ 5.95

Riverpointe Phase 3 Community Improvement District
Fund Statement
2026 Budget

	General Fund
Collections	
Sales Tax Revenue	\$ -
City Contribution	4,500.00
Interest	-
	-
Total Collections	4,500.00
Disbursements	
Bank Fees	-
Legal Fees	4,500.00
Insurance	-
District Administration Fees	-
Fiscal Agent Fees	-
Miscellaneous Expenses	-
	-
Total Disbursements	4,500.00
Increase (decrease) in cash from operations	-
Fund Transfers	
Transfers in	-
Transfers out	-
	-
Total fund transfers	-
Increase (decrease) in cash	-
Cash balance at beginning of period	5.95
Cash balance at end of period	\$ 5.95

RCA FORM (OFFICE USE ONLY)

Bill # N/A

MEETING/DATE: 5/19/2026

Regular Special Comm. of Whole

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 8

Sponsor(s): N/A

Description:

Receipt of the Annual Report for 2025 as Submitted by the Board of Directors of the Fountain Lakes Commerce Center North Community Improvement District

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:


Attached is the Annual Report for the Fountain Lakes Commerce Center North Community Improvement District, for the fiscal year ending December 31, 2025 in accordance with the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended.

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

Fiscal Impact: N/A

Account #: _____

Project #: _____

RCA Prepared by _____ On Behalf of _____
City Clerk Staff: KSH Council Member(s): N/A Dept. Dir.: 



One Metropolitan Square
211 N. Broadway, Suite 2000
St. Louis, Missouri 63102-2746

(314) 436-1000 / (816) 221-1018 FAX / gilmorebell.com

April 29, 2026

VIA ELECTRONIC MAIL

Ms. Kimberly Hudson
City Clerk
200 N. Second Street
4th Floor, Room 402
St. Charles, Missouri 63301

Ms. Michelle Hataway
Director
Missouri Department of Economic Development
301 West High Street, Suite 680
Jefferson City, Missouri 65101

Re: Fountain Lakes Commerce Center North Community Improvement District

Dear Ms. Hudson and Ms. Hataway:

Pursuant to Section 67.1471.4 of the Revised Statutes of Missouri, as amended, enclosed is the Annual Report for the above-referenced District for fiscal year ended December 31, 2025.

The City is required to make this report a part of its official records and cause it “to be spread upon the records of the City.”

Please do not hesitate to contact me if you have any questions.

Very truly yours,

A handwritten signature in black ink, appearing to read 'S. Creighton'.

Shannon W. Creighton

SWC:etm
Enclosure

**FOUNTAIN LAKES COMMERCE CENTER NORTH
COMMUNITY IMPROVEMENT DISTRICT**

**ANNUAL REPORT
FISCAL YEAR ENDED DECEMBER 31, 2025**

**Submitted to the
City of Saint Charles, Missouri
and the
Missouri Department of Economic Development
April 29, 2026**

BOARD OF DIRECTORS

**Robert Millstone, Chairman, Treasurer and Director
David Zeigler, Vice Chairman and Director
Steve Garlock, Secretary and Director
Brent Beumer, Assistant Secretary and Director
Anthony Hasek, Director**

Prepared by:

Gilmore & Bell, P.C.,
St. Louis, Missouri

FOUNTAIN LAKES COMMERCE CENTER NORTH COMMUNITY IMPROVEMENT DISTRICT

BACKGROUND

On September 3, 2008, the Fountain Lakes Commerce Center North Community Improvement District (the “District”) was created by the City of St. Charles, Missouri (the “City”) as a community improvement district pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended. The District is located along Interstate 370 in St. Charles County, Missouri.

The District was established to promote the redevelopment, induce new activity in an area that had been lacking in growth and development, improve business development opportunities, and enhance property values through coordination of infrastructure improvements for the benefit of businesses within the District and the community. The District constructed certain public improvements, including: Street and roadway improvements; a parking lot accompanying site preparation, grading, drainage and detention, pavement, curb, gutter, sidewalk, sanitary water systems, storm water facilities, utilities, signing, striping, lighting, landscaping, irrigation and similar improvements.

The Fountain Lakes Commerce Center South (“FLCCS”) CID was merged with Fountain Lakes Commerce Center North (“FLCCN”) CID, thus FLCCN assumed all responsibilities of FLCCS as of FLCCS Resolution No. 2015-03 and corresponding FLCCN Resolution 2015-02. The boundaries of FLCCN were expanded to include all of the FLCCS by Ordinance No. 15-127.

REVENUE SOURCES

On October 2, 2008, the Board of Directors of the District authorized the imposition of the CID Special Assessment within the District at the maximum annual rate of One Dollar (\$1.00) per One Hundred Dollars (\$100) of assessed valuation of taxable improvements on each parcel, tract or lot in the District.

On December 8, 2008, the Board of Directors of the District authorized the imposition of a one percent (1%) sales and use tax on all retail sales made within the District (the “District Sales Tax”). The District Sales Tax began on April 1, 2009.

REVENUE/EXPENDITURES

Attached as **Exhibit A** is a table showing the revenues and expenditures of the District as of December 31, 2025. These figures are unaudited.

GOVERNANCE STRUCTURE

The Board of Directors is comprised of five representatives, appointed by the Mayor of the City with the consent of the City Council. Attached as **Exhibit B** is a copy of all written resolutions approved by the Board of Directors during the fiscal year ended December 31, 2025.

DISTRICT ADMINISTRATOR

Gilmore & Bell, P.C.

EXHIBIT A
REVENUES AND EXPENSES

Fountain Lakes Commerce Center North CID
 Unaudited Financial Statement for the Fiscal Year Ended December 31, 2025

Collections	CID Trust Fund (BOKF)	CID Revenue Account	Special Assessment Account	Operating Fund	Project Account	Debt Service Account	Redemption Account	Refunding Account	Extraordinary Expense Fund	Cost of Issuance Account	CID Sales Tax Account 2025 ABC	Assessment Account 2025ABC	Operating Account 2025	Debt Service Account 2025A	Debt Service Account 2025B	Debt Service Account 2025C	Redemption Account 2025A	Redemption Account 2025B	Redemption Account 2025C	Refunding Account 2025	Cost of Issuance Account 2025ABC	Project Account 2025B	Project Account 2025C	Extraordinary Expense Fund 2025ABC	Guaranty Account 2025	Rebate Account 2025	Fund Total		
																												\$	\$
CID Sales Tax Revenue	52,082.65	238.20	1,292.25	244.59	-	207.73	-	-	577.47	-	69.58	0.70	144.38	49.14	-	-	-	-	-	-	92.37	-	-	249.99	1,614.84	-	52,082.65		
CID Special Assessment	163,515.72	-	1,292.25	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	92.37	-	-	-	1,614.84	-	163,515.72		
Interest	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,781.24		
Total Collections	215,598.37	238.20	1,292.25	244.59	-	207.73	-	-	577.47	-	69.58	0.70	144.38	49.14	-	-	-	-	-	-	92.37	-	-	249.99	1,614.84	-	220,379.61		
Disbursements																													
Bank Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Administrative Fees	-	-	-	10,013.86	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10,013.86	-	
Audit Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Insurance Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Legal Fees	-	-	-	749.26	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	749.26	-		
Project Fund	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Trustee Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Miscellaneous	-	1,500.00	-	-	-	-	-	-	-	-	2,000.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,500.00	-	
Debt Service	-	-	-	-	-	218,930.76	-	-	-	-	-	-	-	16,227.46	-	-	-	-	-	-	-	-	-	-	-	-	235,158.22	-	
Interest	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Principal Payment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total Disbursements	-	1,500.00	-	10,763.12	-	218,930.76	-	-	-	-	2,000.00	-	-	16,227.46	-	-	-	-	-	-	-	-	-	-	-	-	249,421.34		
Increase (decrease) in cash from operations	215,598.37	(1,261.80)	1,292.25	(10,518.53)	-	(218,723.03)	-	-	577.47	-	(1,930.42)	0.70	144.38	(16,178.32)	-	-	-	-	-	-	92.37	-	-	249.99	1,614.84	-	(29,041.73)		
Bond/Note Activity																													
Bond/Note Proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Capital Expenditures/ Cost of Issuance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Release of Funds	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Bond/Note Redemption	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total Bond Activity	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	127,000.00		
Fund transfers																													
Transfers in	-	24,384.52	137,728.00	9,805.66	-	218,904.22	-	-	0.01	-	28,146.20	19,497.83	11,563.09	16,206.38	22.05	-	-	-	-	-	-	-	-	20,000.00	-	-	486,157.96		
Transfers out	(215,593.92)	(35,929.30)	(189,630.91)	(11,563.09)	-	(207.73)	(10.42)	-	(23,085.19)	-	(10,137.39)	-	-	-	(22.05)	-	-	-	-	-	-	-	-	-	-	-	(486,180.00)		
Total fund transfers	-	(11,544.78)	(51,902.91)	(1,757.43)	-	218,696.49	(10.42)	-	(23,085.18)	-	18,008.81	19,497.83	11,563.09	16,206.38	-	-	-	-	-	-	-	-	-	20,000.00	-	-	(22,004)		
Increase (decrease) in cash	4.45	(12,906.58)	(50,610.66)	(12,275.96)	-	(26.54)	(10.42)	-	(22,507.71)	-	16,078.39	19,498.53	11,707.47	28.06	-	-	-	-	-	-	2,092.37	-	-	20,249.99	126,614.84	-	97,936.23		
Cash balance at beginning of period	-	12,906.58	50,610.66	12,275.96	-	26.54	10.42	-	22,507.71	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	98,337.87		
Cash balance at end of period	4.45	-	-	-	-	-	-	-	-	16,078.39	19,498.53	11,707.47	28.06	-	-	-	-	-	-	-	2,092.37	-	-	20,249.99	126,614.84	-	196,274.10		

EXHIBIT B
RESOLUTIONS

RESOLUTION NO. 2025-01

A RESOLUTION OF THE FOUNTAIN LAKES COMMERCE CENTER NORTH COMMUNITY IMPROVEMENT DISTRICT; APPROVING THE ISSUANCE OF SPECIAL ASSESSMENT AND SALES TAX REFUNDING REVENUE BONDS, SERIES 2025A (FOUNTAIN LAKES COMMERCE CENTER NORTH COMMUNITY IMPROVEMENT DISTRICT PROJECT), SPECIAL ASSESSMENT AND SALES TAX REVENUE BONDS, SERIES 2025B (FOUNTAIN LAKES COMMERCE CENTER NORTH COMMUNITY IMPROVEMENT DISTRICT PROJECT) AND SPECIAL ASSESSMENT AND SALES TAX REVENUE BONDS, SERIES 2025C (FOUNTAIN LAKES COMMERCE CENTER NORTH COMMUNITY IMPROVEMENT DISTRICT PROJECT), BY THE INDUSTRIAL DEVELOPMENT AUTHORITY OF ST. CHARLES COUNTY, MISSOURI; PLEDGING AND ASSIGNING CERTAIN REVENUES FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON THE BONDS; APPROPRIATING FUNDS OF THE DISTRICT IN CONNECTION WITH THE BONDS; AND AUTHORIZING CERTAIN OTHER ACTIONS AND DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, The Industrial Development Authority of St. Charles County, Missouri (the “Authority”) is authorized and empowered under Chapter 349 of the Revised Statutes of Missouri, as amended (the “Act”) to purchase, construct, extend, improve, and equip certain projects (as defined in the Act) and to issue industrial revenue bonds for the purpose of providing funds to pay the costs of such projects; and

WHEREAS, pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571, inclusive, of the Revised Statutes of Missouri, as amended (the “CID Act”) and Ordinance No. 08-185 adopted on September 3, 2008, the City of St. Charles, Missouri (the “City”) approved the formation of the Fountain Lakes Commerce Center North Community Improvement District as a political subdivision of the State of Missouri (the “District”); and

WHEREAS, pursuant to the CID Act and Ordinance No. 08-248 adopted on November 18, 2008, the City approved the formation of the Fountain Lakes Commerce Center South Community Improvement District as a political subdivision of the State of Missouri (the “South District”); and

WHEREAS, on May 19, 2015, the City adopted Ordinance No. 15-127 approving a petition to add real property to the District’s boundaries, including all of the real property located in the South District, to consolidate the projects and reduce the administrative and operating costs of the districts; and

WHEREAS, the voters of the District have approved the imposition of, and the District has imposed, a sales and use tax (the “CID Sales Tax”) and a special assessment (the “CID Special Assessment”) for the purpose of financing the costs of certain public improvements and services in the District (the “Project”) and paying the costs of formation and operation of the District and the South District; and

WHEREAS, pursuant to an Amended and Restated Cooperative Agreement and Intergovernmental Cooperation Agreement dated September 4, 2015, by and among the District, the South District, Fountain Lakes Land Holding, LLC (“Fountain Lakes”) and The Millstone Company (“Millstone” and, together with Fountain Lakes, the “Developer”), the District assumed all assets and liabilities of the South District; and

WHEREAS, on November 29, 2018, the Authority, at the request of the District, issued its Special Assessment and Sales Tax Revenue Bonds, Series 2018A (Fountain Lakes Commerce Center North Community Improvement District Project) in the aggregate principal amount of not to exceed \$3,749,214.81 (the “Series 2018A Bonds”), pursuant to the Trust Indenture dated as of November 1, 2018 (the “2018 Indenture”), between the Authority and BOKF, N.A., as trustee (the “2018 Trustee”), for the purpose of providing funds, together with other legally available funds of the District, to (i) pay certain reimbursable project costs for portions of the Project completed by the Developer, and (ii) pay the costs of issuance of the Series 2018A Bonds; and

WHEREAS, on April 1, 2021, the District issued its Taxable Subordinate Special Assessment and Sales Tax Revenue Note, Series 2021 (Fountain Lakes Commerce Center North Community Improvement District Project) in the aggregate principal amount of not to exceed \$696,398.49 (the “Series 2021 Note” and, together with the Series 2018A Bonds, the “Refunded Obligations”), for the purpose of evidencing the Developer’s right to receive reimbursement for certain reimbursable project costs for additional portions of the Project completed or to be completed by the Developer; and

WHEREAS, in connection with the additional redevelopment of a portion of the area included in the boundaries of the District, the District, the Developer and Dierbergs 370 Crossing, LLC (“Dierbergs 370 Crossing”) desire to enter into a Development Agreement (the “Development Agreement”), whereby the Developer and Dierbergs 370 Crossing agree, among other matters, to each design and construct a portion of the Project on behalf of the District, and to advance all costs and expenses of their respective portions of the Project and, in consideration thereof, the District agrees, among other matters, to (a) refinance the Refunded Obligations, and (b) issue, or cause to be issued, revenue obligations to reimburse the Developer (or its designee) and Dierbergs 370 Crossing (or its designee) for future Reimbursable Project Costs (as defined in the Development Agreement); and

WHEREAS, it is in the best interest of the District for the Authority to issue its (a) Special Assessment and Sales Tax Refunding Revenue Bonds, Series 2025A (Fountain Lakes Commerce Center North Community Improvement District Project) (the “Series 2025A Bonds”), for the purpose of providing funds, together with other legally available funds of the District, to refund the Refunded Obligations; (b) Special Assessment and Sales Tax Revenue Bonds, Series 2025B (Fountain Lakes Commerce Center North Community Improvement District Project) (the “Series 2025B Bonds”), for the purpose of evidencing the Developer’s right to receive reimbursement for certain Reimbursable Project Costs (as defined in the Development Agreement) for additional portions of the Project to be completed by the Developer; and (c) Special Assessment and Sales Tax Revenue Bonds, Series 2025C (Fountain Lakes Commerce Center North Community Improvement District Project) (the “Series 2025C Bonds” and, together with the Series 2025A Bonds and the Series 2025B Bonds, the “Bonds”), for the purpose of evidencing Dierbergs 370 Crossing’s right to receive reimbursement for certain Reimbursable Project Costs for additional portions of the Project to be completed by Dierbergs 370 Crossing and for the costs of issuing the Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE FOUNTAIN LAKES COMMERCE CENTER NORTH COMMUNITY IMPROVEMENT DISTRICT, AS FOLLOWS:

Section 1. All capitalized terms not elsewhere defined herein shall have the meanings set forth in **Section 101** of the hereinafter described Indenture.

Section 2.

(a) The District hereby approves the execution and delivery of the Trust Indenture (the “Indenture”) between the Authority and BOKF, N.A., as trustee (the “Trustee”), attached hereto as **Exhibit A**), and sale of the Bonds for the purpose of providing funds for the above-stated purposes.

(b) The Series 2025A Bonds and the Series 2025B Bonds shall be sold to the Robert D. Millstone Revocable Trust dated September 27, 1983, and all subsequent amendments thereto, Robert D. Millstone, Trustee (the “Series 2025A/2025B Purchaser”) at the price to be specified in the Indenture. The Series 2025C Bonds shall be sold to the Dierbergs Investment Corp. (the “Series 2025C Purchaser”) at the price to be specified in the Indenture. The Bonds shall bear such dates, shall mature at such times, shall be in such denominations, shall bear interest at such rates, shall be in such forms, shall be subject to redemption, shall have such other terms and provisions, shall be issued, executed and delivered in such manner subject to the provisions, covenants and agreements and shall be secured as provided in the Indenture.

Section 3. The District is hereby authorized to enter into the following documents (the “District Documents”), in substantially the forms presented to and approved by the Board of Directors of the District at this meeting and attached to this Resolution (copies of which documents shall be filed in the records of the District), with such changes therein as shall be approved by the officers of the District executing such documents, such officers’ signatures thereon being conclusive evidence of their approval thereof:

(a) Financing Agreement between the District and the Authority (attached hereto as **Exhibit B**);

(b) Tax Compliance Agreement among the Authority, the District and the Trustee (attached hereto as **Exhibit C**);

(c) Bond Purchase Agreement by and among the Authority, the District and the Series 2025A/2025B Purchaser (attached hereto as **Exhibit D**);

(d) Bond Purchase Agreement by and among the Authority, the District and the Series 2025C Purchaser (attached hereto as **Exhibit E**); and

(e) Development Agreement by and among the District, the Developer and Dierbergs 370 Crossing (attached hereto as **Exhibit F**).

Section 4. The District is hereby authorized to enter into and any director or officer of the District is hereby authorized and directed to execute and deliver for and on behalf of and as the act and deed of the District, the District Documents, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution. Any action previously taken by an officer or director of the District with respect to the District Documents is hereby ratified.

Section 5. The District hereby approves and consents to the designation of BOKF, N.A. as Trustee, Paying Agent and Registrar under the Indenture.

Section 6. The District hereby irrevocably budgets and appropriates moneys in an amount sufficient to make the payments due under the Indenture during the Fiscal Year ending December 31, 2025, and to the extent said payments are not provided for under the District’s current budget for the Fiscal Year ending December 31, 2025, the budget is hereby so amended.

Section 7. The District shall, and the officers, agents and employees of the District are hereby authorized and directed to, take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution and to carry out, comply with and perform the duties of the District with respect to the District Documents, with such changes therein as shall be approved by District officials signing the same, such officials' signatures thereon being conclusive evidence of their approval and the District's approval thereof.

Section 8. The sections of this Resolution shall be severable. If any section of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless the court finds that: (a) the valid sections are so essential to and inseparably connected with and dependent upon the void section that it cannot be presumed that the District has or would have enacted the valid sections without the void ones; or (b) the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 9. This Resolution shall take effect and be in full force after its passage by the District.

PASSED by the Board of Directors of the Fountain Lakes Commerce Center North Community Improvement District this this May 19, 2025.

(SEAL)





Chairman of the Board of Directors

ATTEST:



Secretary of the Board of Directors

EXHIBIT A
TRUST INDENTURE

[On file in the office of the Secretary of the District]

**THE INDUSTRIAL DEVELOPMENT AUTHORITY
OF ST. CHARLES COUNTY, MISSOURI**

and

**BOKF, N.A.,
as Trustee**

TRUST INDENTURE

Dated as of July 1, 2025

Relating to:

The Industrial Development Authority of St. Charles County, Missouri

\$4,149,206.35

**Special Assessment and Sales Tax Refunding Revenue Bonds
Series 2025A**

**(Fountain Lakes Commerce Center North
Community Improvement District Project)**

**Not to Exceed
\$500,000**

**Special Assessment and Sales Tax Revenue Bonds
Series 2025B**

**(Fountain Lakes Commerce Center North
Community Improvement District Project)**

**Not to Exceed
\$1,791,053.97**

**Special Assessment and Sales Tax Revenue Bonds
Series 2025C**

**(Fountain Lakes Commerce Center North
Community Improvement District Project)**

TRUST INDENTURE

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TRUST INDENTURE

THIS TRUST INDENTURE (the “Indenture”) is made and entered into as of July 1, 2025, by and between **THE INDUSTRIAL DEVELOPMENT AUTHORITY OF ST. CHARLES COUNTY, MISSOURI**, a public corporation duly organized and validly existing under the Constitution and laws of the State of Missouri (the “Authority”), and **BOKF, N.A.**, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set out under the laws of the United States of America, and having its principal corporate trust office located in St. Louis, Missouri, as trustee (the “Trustee”).

RECITALS:

1. The Authority is authorized and empowered under Chapter 349 of the Revised Statutes of Missouri, as amended (the “Act”) to purchase, construct, extend, improve, and equip certain projects (as defined in the Act) and to issue industrial revenue bonds for the purpose of providing funds to pay the costs of such projects.

2. Pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571, inclusive, of the Revised Statutes of Missouri, as amended (the “CID Act”) and Ordinance No. 08-185 adopted on September 3, 2008, the City of St. Charles, Missouri (the “City”) approved the formation of the Fountain Lakes Commerce Center North Community Improvement District as a political subdivision of the State of Missouri (the “District”).

3. Pursuant to the CID Act and Ordinance No. 08-248 adopted on November 18, 2008, the City approved the formation of the Fountain Lakes Commerce Center South Community Improvement District as a political subdivision of the State of Missouri (the “South District”).

4. On May 19, 2015, the City adopted Ordinance No. 15-127 approving a petition to add real property to the District’s boundaries, including all of the real property located in the South District, to consolidate the projects and reduce the administrative and operating costs of the districts.

5. The voters of the District have approved the imposition of, and the District has imposed, a sales and use tax (the “CID Sales Tax”) and a special assessment (the “CID Special Assessment”) for the purpose of financing the costs of certain public improvements and services in the District (the “Project”) and paying the costs of formation and operation of the District and the South District.

6. Pursuant to an Amended and Restated Cooperative Agreement and Intergovernmental Cooperation Agreement dated September 4, 2015, by and among the District, the South District, Fountain Lakes Land Holding, LLC (“Fountain Lakes”) and The Millstone Company (“Millstone” and, together with Fountain Lakes, the “Developer”), the District assumed all assets and liabilities of the South District.

7. On November 29, 2018, the Authority, at the request of the District, issued its Special Assessment and Sales Tax Revenue Bonds, Series 2018A (Fountain Lakes Commerce Center North Community Improvement District Project) in the aggregate principal amount of not to exceed \$3,749,214.81 (the “Series 2018A Bonds”), pursuant to the Trust Indenture dated as of November 1, 2018 (the “2018 Indenture”), between the Authority and BOKF, N.A., as trustee (the “2018 Trustee”), for the purpose of providing funds, together with other legally available funds of the District, to (i) pay certain reimbursable project costs for portions of the Project completed by the Developer, and (ii) pay the costs of issuance of the Series 2018A Bonds.

8. On April 1, 2021, the District issued its Taxable Subordinate Special Assessment and Sales Tax Revenue Note, Series 2021 (Fountain Lakes Commerce Center North Community Improvement District Project) in the aggregate principal amount of not to exceed \$696,398.49 (the "Series 2021 Note" and, together with the Series 2018A Bonds, the "Refunded Obligations"), for the purpose of evidencing the Developer's right to receive reimbursement for certain reimbursable project costs for additional portions of the Project completed or to be completed by the Developer.

9. In connection with the additional redevelopment of a portion of the area included in the boundaries of the District, the District, the Developer and Dierbergs 370 Crossing, LLC ("Dierbergs 370 Crossing") entered into a Development Agreement dated July 25, 2025 (as amended from time to time, the "Development Agreement"), whereby the Developer and Dierbergs 370 Crossing agreed, among other matters, to each design and construct a portion of the Project on behalf of the District, and to advance all costs and expenses of their respective portions of the Project and, in consideration thereof, the District agreed, among other matters, to (a) refinance the Refunded Obligations, and (b) issue, or cause to be issued, revenue obligations to reimburse the Developer (or its designee) and Dierbergs 370 Crossing (or its designee) for future Reimbursable Project Costs (as defined in the Development Agreement).

10. On May 23, 2025, the Board of Directors of the Authority adopted a resolution (the "Authority Bond Resolution") authorizing the issuance of (a) \$4,149,206.35 aggregate principal amount of Special Assessment and Sales Tax Refunding Revenue Bonds, Series 2025A (Fountain Lakes Commerce Center North Community Improvement District Project) (the "Series 2025A Bonds"), for the purpose of providing funds, together with other legally available funds of the District, to refund the Refunded Obligations; (b) not to exceed \$500,000 aggregate principal amount of Special Assessment and Sales Tax Revenue Bonds, Series 2025B (Fountain Lakes Commerce Center North Community Improvement District Project) (the "Series 2025B Bonds"), for the purpose of evidencing the Developer's right to receive reimbursement for certain Reimbursable Project Costs for additional portions of the Project to be completed by the Developer; and (c) not to exceed \$1,791,053.97 aggregate principal amount of Special Assessment and Sales Tax Revenue Bonds, Series 2025C (Fountain Lakes Commerce Center North Community Improvement District Project) (the "Series 2025C Bonds" and, together with the Series 2025A Bonds and the Series 2025B Bonds, the "Bonds"), for the purpose of evidencing Dierbergs 370 Crossing's right to receive reimbursement for certain Reimbursable Project Costs for additional portions of the Project to be completed by Dierbergs 370 Crossing and for the costs of issuing the Bonds.

11. On May 19, 2025, the District adopted a resolution (the "District Bond Resolution") (a) approving the Authority's issuance of the Bonds pursuant to this Indenture to be secured by a pledge and assignment of a portion of the revenues received by the District from the imposition of the CID Sales Tax and the CID Special Assessment, and (b) authorizing the execution of a Financing Agreement dated as of July 1, 2025, between the District and the Authority (the "Financing Agreement"), and other documents in connection with the issuance of the Bonds.

12. Pursuant to the Authority Bond Resolution, the Authority is authorized to execute and deliver this Indenture for the purpose of issuing and securing the Bonds as hereinafter provided.

13. All things necessary to make the Bonds, when authenticated by the Trustee and issued as in this Indenture provided, the valid, legal and binding obligations of the Authority, and to constitute this Indenture a valid, legal and binding pledge and assignment of the property, rights, interests and revenues herein made for the security of the payment of the principal of and interest on the Bonds issued hereunder, have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW THEREFORE, THIS INDENTURE WITNESSETH:

GRANTING CLAUSES

That the Authority, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the Owners thereof, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the payment of the principal of and interest on all of the Bonds issued and Outstanding under this Indenture from time to time according to their tenor and effect and to secure the performance and observance by the Authority of all the covenants, agreements and conditions herein and in the Bonds contained, does hereby transfer, pledge and assign, without recourse, to the Trustee and its successors and assigns in trust forever, and does hereby grant a security interest unto the Trustee and its successors in trust and its assigns, in and to all and singular the property described in paragraphs (a) and (b) below (said property being herein referred to as the "Trust Estate"), to wit:

(a) All right, title and interest of the Authority in the Financing Agreement (including, but not limited to, the right to enforce any of the terms thereof but excluding the Unassigned Authority's Rights) and in the Net Revenues (as defined herein) pledged to the Authority by the District; and

(b) All moneys and securities from time to time held by the Trustee under the terms of this Indenture (except monies held in the Extraordinary Expense Fund and payments required to be made to meet the requirements of Section 148(f) of the Code whether or not held in the Rebate Fund) and any and all other property (real, personal or mixed) of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security hereunder by the Authority or by anyone in its behalf or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD, all and singular, the Trust Estate with all rights and privileges hereby transferred, pledged, assigned and/or granted or agreed or intended so to be, to the Trustee and its successors and assigns in trust forever;

IN TRUST NEVERTHELESS, upon the terms and conditions herein set forth for the equal and proportionate benefit, security and protection of all present and future Owners of the Bonds Outstanding, without preference, priority or distinction as to participation in the lien, benefit and protection hereof of one Bond over or from the others, except as herein otherwise expressly provided;

PROVIDED, NEVERTHELESS, and these presents are upon the express condition, that if the Authority or its successors or assigns pays or causes to be paid the principal of such Bonds with interest, according to the provisions set forth in the Bonds, or provides for the payment or redemption of such Bonds by depositing or causing to be deposited with the Trustee the entire amount of funds or securities required for payment or redemption thereof when and as authorized by the provisions of **Article IX**, and also pays or causes to be paid all other sums payable hereunder by the Authority, then these presents and the estate and rights hereby granted shall cease, terminate and become void; otherwise this Indenture shall be and remain in full force;

THIS INDENTURE FURTHER WITNESSETH, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as

hereinafter expressed, and the Authority does hereby agree and covenants with the Trustee and with the respective Owners from time to time of the Bonds, as follows:

ARTICLE I

DEFINITIONS; RULES OF CONSTRUCTION

Section 101. Definitions of Words and Terms. In addition to words and terms elsewhere defined herein, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

“Act” means the Industrial Development Corporations Act, Chapter 349 of the Revised Statutes of Missouri, as amended.

“Annual Operating Fund Deposit” shall mean (a) for the Fiscal Year ending December 31, 2025, an amount not to exceed \$22,081.62; and (b) for each Fiscal Year of the District thereafter, an amount not to exceed \$22,081.62, plus a percentage increase equal to the CPI Increase for the immediately preceding Fiscal Year (not to exceed 2.0% in any one Fiscal Year), plus the City Reimbursement Amount. *The amounts on deposit in the Operating Fund shall be carried forward and applied to the Annual Operating Fund Deposit for the next Fiscal Year.*

“Approved Investors” means (a) the Purchaser, (b) a “qualified institutional buyer” under Rule 144A promulgated under the Securities Act of 1933, (c) the Developer or any entity affiliated with the Developer and approved by the Authority, and (d) Dierbergs 370 Crossing or any entity affiliated with the Dierbergs 370 Crossing and approved by the Authority.

“Authority” means The Industrial Development Authority of St. Charles County, Missouri, its successors and assigns.

“Authority Bond Resolution” shall have the meaning set forth in the recitals of this Indenture.

“Authorized Authority Representative” means any person from time to time designated to act on behalf of the Authority as evidenced by written certificate furnished to the Trustee containing the specimen signature of such person and signed on behalf of the Authority by its President or any Vice President. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Authority Representative.

“Authorized Denominations” means \$100,000 or any integral multiple of \$0.01 in excess thereof, or if the principal amount of a series of the Bonds is less than \$100,000, then, with respect to such series of the Bonds, an amount equal to the principal amount of such series.

“Authorized District Representative” means the Chairman and the Secretary of the Board of Directors of the District, or such other person from time to time designated to act on behalf of the District as evidenced by written certificate furnished to the Trustee containing the specimen signature of such person and signed on behalf of the District by its Chairman or Secretary of the Board of Directors. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized District Representative.

“Bond” or **“Bonds”** means, collectively, the Series 2025A Bonds, the Series 2025B Bonds and the Series 2025C Bonds.

“Bond Counsel” means Gilmore & Bell, P.C., or any other attorney or firm of attorneys with a nationally recognized standing in the field of municipal bond financing and experienced in matters relating to the tax exemption of interest payable on obligations of states and their instrumentalities and political subdivisions, and which is selected by the Authority and acceptable to the Trustee.

“Bond Purchase Agreement” means the bond purchase agreement executed by the District, the Authority and the applicable Purchaser in connection with the issuance of each series of the Bonds, as amended from time to time in accordance with the respective terms thereof.

“Business Day” means any day other than a Saturday, Sunday or any other day on which banking institutions in the city in which the principal corporate trust office of the Trustee is located are required or authorized by law to close.

“Certificate of Reimbursable Project Costs” means the document substantially in the form attached as an exhibit to the Development Agreement, provided by the Developer and/or Dierbergs 370 Crossing to the District evidencing Reimbursable Project Costs (as defined in the Development Agreement), in accordance with **Section 5.3** of the Development Agreement.

“CID Act” means the Community Improvement District Act, Sections 67.1401 to 67.1571, inclusive, of the Revised Statutes of Missouri, as amended.

“CID Sales Tax” means the sales and use tax imposed by the District pursuant to the CID Act and the CID Sales Tax Resolution at a rate of 1.0% on all retail sales made in the District which are subject to taxation pursuant to the provisions of Sections 144.010 to 144.525, inclusive, of the Revised Statutes of Missouri, as amended, with certain exceptions listed in the CID Act.

“CID Sales Tax Resolution” means, collectively, Resolution No. 2008-10 passed by the District on October 2, 2008, as amended by Resolution No. 2008-12 passed by the District on December 8, 2008, imposing, following approval by the District’s voters, the CID Sales Tax within the District and Resolution No. 2017-001 passed by the District on May 25, 2017, extending the term of the CID Sales Tax, following approval by the District’s voters.

“CID Sales Tax Revenues” means the revenues of the CID Sales Tax imposed by the District, collected by the Missouri Department of Revenue, received by the District and deposited in the Community Improvement District Trust Fund *less* (a) any costs of collecting the CID Sales Tax retained by the Missouri Department of Revenue, (b) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, (c) any sum received by the District which is the subject of a suit or other claim communicated to the District which suit or claim challenges the collection of such sum until such suit or claim is resolved in favor of the District, and (d) any amount set aside in escrow pursuant to State law that the District reasonably believes were collected and/or paid erroneously.

“CID Special Assessment” means the special assessment imposed by the District pursuant to the CID Act and the CID Special Assessment Resolution at the maximum annual rate of One Dollar (\$1.00) per One Hundred Dollars (\$100) of assessed valuation of taxable improvements on each parcel, tract or lot in the District.

“CID Special Assessment Resolution” means Resolution No. 2008-11 passed by the District on October 2, 2008, imposing, following receipt of a verified petition pursuant to the CID Act, the CID Special Assessment within the District.

“CID Special Assessment Revenues” means the revenues of the CID Special Assessment imposed by the District, collected by the County, received by the District and deposited in the Community Improvement District Trust Fund *less* (a) any costs of collecting the CID Special Assessment retained by the County, (b) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, and (c) any sum received by the District which is the subject of a suit or other claim communicated to the District which suit or claim challenges the collection of such sum until such suit or claim is resolved in favor of the District.

“City” means the City of St. Charles, Missouri, a constitutional charter city and political subdivision of the State.

“City Reimbursement Amount” means an amount equal to up to 1.5% of the Net Revenues of the District to reimburse the City for its reasonable and actual expenses incurred by the City to review annual budgets and reports of the District in accordance with Section 67.1461.3 of the CID Act upon receipt by the District of a written request from the City accompanied by invoices or other supporting documentation.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations, temporary regulations and proposed regulations thereunder.

“Community Improvement District Trust Fund” means, collectively, the “Fountain Lakes Commerce Center North Community Improvement District Sales Tax Trust Fund,” and the “Fountain Lakes Commerce Center North Community Improvement District Special Assessment Trust Account,” ratified and confirmed in **Section 4.1** of the Financing Agreement.

“County” means St. Charles County, Missouri, a political subdivision of the State.

“CPI Increase” means the average percentage increase in the Consumer Price Index for the immediately preceding Fiscal Year as reported by the United States Department of Labor, Bureau of Labor Statistics in the table entitled “*Economic News Release – Chained Consumer Price Index for All Urban Consumers (C-CPI-U) and the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average, All Items Index*” (currently located at <https://www.bls.gov/news.release/cpi.t05.htm>).

“Debt Service Fund” means the fund by that name created in **Section 401**.

“Developer” means, collectively, Fountain Lakes and Millstone.

“Development Agreement” means the Development Agreement dated July 25, 2025, by and among the District, the Developer, and Dierbergs 370 Crossing, as amended and supplemented from time to time.

“Dierbergs 370 Crossing” means Dierbergs 370 Crossing, LLC, a Missouri limited liability company, and its successors and assigns.

“District” means the Fountain Lakes Commerce Center North Community Improvement District, a political subdivision of the State.

“District Bond Resolution” shall have the meaning set forth in the recitals of this Indenture.

“Event of Default” means any event or occurrence as defined in **Section 701**.

“Event of Taxability” means the final adoption of legislation or regulations, or the issuance of a statutory notice of deficiency or a ruling by the Internal Revenue Service, or a final decision of a court of competent jurisdiction, which holds in effect that the interest payable on any Bond is not excludable from the gross income of an Owner for federal income tax purposes, or failure to comply with the limitation on investments and the related rebate requirements imposed by Section 148 of the Internal Revenue Code, or for any other reason; provided, however, no such Event of Taxability shall be deemed to have occurred until the expiration or waiver of all periods for appeal; and, provided further, that if the Event of Taxability is contested by the Authority in the name of any Owner, then all final decisions regarding such contest shall be made by the applicable Owner and shall be binding on the Authority; provided, however, if the applicable Owner at any time refuses to permit the Authority to contest the Event of Taxability then the interest on the applicable series of Bonds shall not be deemed to be taxable within the meaning of this definition.

“Extraordinary Expense Fund” means the fund by that name created in **Section 401**.

“Financing Agreement” means the Financing Agreement dated as of July 1, 2025, by and between the Authority and the District, as amended from time to time in accordance with the terms hereof.

“Fiscal Year” means the fiscal year adopted by the District for accounting purposes, which as of the execution of this Indenture commences on January 1 and ends on December 31.

“Fountain Lakes” means Fountain Lakes Land Holding, LLC, a Missouri limited liability company, and its successors and assigns.

“Government Securities” means direct obligations of, or obligations the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America and backed by the full faith and credit thereof.

“Guarantor” means Dierbergs 370 Crossing.

“Guaranty Agreement” means the Authority Guaranty Agreement dated as of July 1, 2025, between the Authority and the Guarantor, as amended and supplemented from time to time, and secured by the Guaranty Account of the Extraordinary Expense Fund.

“Immediate Notice” means notice given no later than the close of business on the date required by the provisions of this Indenture by telegram, telex, telecopier or other telecommunication device to such phone numbers or addresses as are specified in **Section 1102** or such other phone number or address as the addressee shall have directed in writing, the receipt of which is confirmed by telephone, promptly followed by written notice by first-class mail postage prepaid to such addressees.

“Indenture” means this Trust Indenture dated as of July 1, 2025, by and between the Authority and the Trustee, as amended from time to time in accordance with the terms hereof.

“Interest Payment Date” means any date on which the principal of or interest on any Bonds is payable.

“Investment Securities” means any of the following securities purchased in accordance with **Section 502**, if and to the extent the same are at the time legal for investment of the funds being invested:

- (a) Government Securities;

(b) bonds, notes or other obligations of the State, or any political subdivision of the State, that at the time of their purchase are rated in either of the two highest rating categories by a nationally recognized rating service;

(c) repurchase agreements with any bank, bank holding company, savings and loan association, trust company, or other financial institution organized under the laws of the United States or any state, including, without limitation, the Trustee or any of its affiliates, that are continuously and fully secured by any one or more of the securities described in clause (a) or (b) above and have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such repurchase agreement and are held in a custodial or trust account for the benefit of the Authority;

(d) obligations of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks, Farmers Home Administration and Federal Home Loan Mortgage Corporation;

(e) certificates of deposit or time deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States or any state, including, without limitation, the Trustee or any of its affiliates, provided that such certificates of deposit or time deposits shall be either (i) continuously and fully insured by the Federal Deposit Insurance Corporation, or (ii) continuously and fully secured by such securities as are described above in clause (a) or (b), which shall have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such certificates of deposit or time deposits;

(f) money market mutual funds that are invested in Government Securities or agreements to repurchase Government Securities; and

(g) any other securities or investments that are lawful for the investment of moneys held in such funds or accounts under the laws of the State.

“Maximum Annual Payment” means \$500,000 per calendar year.

“Millstone” means The Millstone Company, a Missouri Corporation, and its successors and assigns.

“Net Revenues” means, collectively, (a) the CID Sales Tax Revenues appropriated by the District as provided in the Financing Agreement and (b) the CID Special Assessment Revenues.

“Operating Costs” means expenses of the District for administration, supervision and inspection incurred in connection with the Project and paid from the Operating Fund, which expenses include, without limitation, all qualified expenses identified in the Development Agreement and authorized under the CID Act.

“Operating Fund” means the fund by that name created in **Section 401**.

“Opinion of Counsel” means a written opinion of an attorney or firm of attorneys addressed to the Trustee, for the benefit of the Trustee and the Owners of the Bonds, who may be (except as otherwise expressly provided in this Indenture) counsel to the Authority, the District, the Owners of the Bonds or the Trustee, and who is acceptable to the Trustee.

“Outstanding” means when used with reference to Bonds, as of a particular date, all Bonds theretofore authenticated and delivered under this Indenture except:

- (a) Bonds theretofore canceled by the Trustee or delivered to the Trustee for cancellation;
- (b) Bonds which are deemed to have been paid in accordance with **Section 902**;
- (c) Bonds alleged to have been mutilated, destroyed, lost or stolen for which indemnity has been received as provided in **Section 206**; and
- (d) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Indenture.

“Owner” means the Person in whose name any Bond is registered on the Register.

“Paying Agent” means the Trustee and any other bank or trust institution organized under the laws of any state of the United States of America or any national banking association designated by this Indenture as paying agent for the Bonds at which the principal of and interest on such Bonds shall be payable.

“Person” means any natural person, firm, partnership, unincorporated association, corporation, limited liability company, business trust, joint stock company, bank, insurance company, joint venture, or public body, or other entity of whatever nature.

“Pledged Revenues” means all Net Revenues (less the Annual Operating Fund Deposit to the extent provided in **Section 402(b)**) and all moneys held in the Revenue Fund, the Project Fund, and the Debt Service Fund under this Indenture, together with investment earnings thereon.

“Project” shall have the meaning set forth in the Recitals to this Indenture.

“Project Fund” means the fund by that name created in **Section 401**.

“Purchaser” means (a) with respect to the Series 2025A Bonds and the Series 2025B Bonds, the Robert D. Millstone Revocable Trust dated September 27, 1983, and all subsequent amendments thereto, Robert D. Millstone, Trustee, and (b) with respect to the Series 2025C Bonds, Dierbergs Investment Corp.

“Rebate Fund” means the fund by that name created in **Section 401**.

“Record Date” for the interest payable on any Interest Payment Date means the 15th calendar day, whether or not a Business Day, of the month next preceding such Interest Payment Date.

“Register” means the registration books of the Authority kept by the Trustee to evidence the registration, transfer and exchange of Bonds.

“Registrar” means the Trustee when acting as such under this Indenture.

“Revenue Fund” means the fund by that name created in **Section 401**.

“Series 2025A Bonds” means the Authority’s Special Assessment and Sales Tax Refunding Revenue Bonds, Series 2025A (Fountain Lakes Commerce Center North Community Improvement District

Project), in the aggregate principal amount of \$4,149,206.35, and any bonds issued hereunder to refund such bonds.

“Series 2025B Bonds” means the Authority’s Special Assessment and Sales Tax Revenue Bonds, Series 2025B (Fountain Lakes Commerce Center North Community Improvement District Project), in the aggregate principal amount of not to exceed \$500,000, and any bonds issued hereunder to refund such bonds.

“Series 2025C Bonds” means the Authority’s Special Assessment and Sales Tax Revenue Bonds, Series 2025C (Fountain Lakes Commerce Center North Community Improvement District Project), in the aggregate principal amount of not to exceed \$1,791,053.97, *less* the aggregate principal amount of the Series 2025B Bonds actually authenticated and endorsed by the Trustee as provided herein, and any bonds issued hereunder to refund such bonds.

“State” means the State of Missouri.

“Supplemental Financing Agreement” means any Financing Agreement supplemental or amendatory to the Financing Agreement entered into by the Authority and the District pursuant to **Article X**.

“Supplemental Indenture” means any indenture supplemental or amendatory to this Indenture entered into by the Authority and the Trustee pursuant to **Article X**.

“Tax Compliance Agreement” means the Tax Compliance Agreement executed by the District, the Authority and the Trustee in connection with the issuance of the Bonds, as amended from time to time in accordance with the terms thereof.

“Trust Estate” means the Trust Estate described in the granting clauses of this Indenture.

“Trustee” means BOKF, N.A., St. Louis, Missouri, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, and its successor or successors and any other association or corporation which at any time may be substituted in its place pursuant to and at the time serving as trustee under this Indenture.

“Unassigned Authority’s Rights” means the Authority’s rights to payment of its fees and expenses, to be indemnified in certain events, including any rebate obligations, fines and penalties owed, to receive notices, reports and other statements, and to consent to certain matters, including, but not limited to, those contained in this Indenture, the Financing Agreement, the Bond Purchase Agreement, the Tax Compliance Agreement, and in any supplements or amendments thereto.

Section 102. Rules of Construction.

For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Words importing the singular number shall include the plural and vice versa and words importing person shall include firms, associations and corporations, including public bodies, as well as natural persons.

(c) The table of contents hereto and the headings and captions herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Indenture.

(d) Terms used in an accounting context and not otherwise defined shall have the meaning ascribed to them by generally accepted principles of accounting.

(e) Whenever an item or items are listed after the word "including," such listing is not intended to be a listing that excludes items not listed.

(f) Wherever in this Indenture it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(g) All references in this Indenture to designated "articles," "sections" and other subdivisions are, unless otherwise specified, to the designated articles, sections and subdivisions of this Indenture as originally executed. The words "herein," "hereof," "hereunder," and other words of similar import refer to this Indenture as a whole and not to any particular article, section or subdivision.

ARTICLE II

THE BONDS

Section 201. Authorization, Issuance and Terms of Bonds.

(a) *Authorized Amount of Bonds.* No Bonds may be issued under the provisions of this Indenture except in accordance with this Article. The Series 2025A Bonds shall be issued in the aggregate principal amount of \$4,149,206.35. The Series 2025B Bonds shall be issued in the aggregate principal amount of not to exceed \$500,000. The Series 2025C Bonds shall be issued in the aggregate principal amount of not to exceed \$1,791,053.97, less the aggregate principal amount of the Series 2025B Bonds actually authenticated and endorsed by the Trustee as provided herein.

(b) *Title of Bonds.* The Series 2025A Bonds authorized to be issued under this Indenture shall be designated "Special Assessment and Sales Tax Refunding Revenue Bonds, Series 2025A (Fountain Lakes Commerce Center North Community Improvement District Project)." The Series 2025B Bonds authorized to be issued under this Indenture shall be designated "Special Assessment and Sales Tax Revenue Bonds, Series 2025B (Fountain Lakes Commerce Center North Community Improvement District Project)." The Series 2025C Bonds authorized to be issued under this Indenture shall be designated "Special Assessment and Sales Tax Revenue Bonds, Series 2025C (Fountain Lakes Commerce Center North Community Improvement District Project)."

(c) *Form of Bonds.* The Bonds shall be substantially in the forms set forth in **Exhibit A** attached hereto, with such appropriate variations, omissions and insertions as are permitted or required by this Indenture, and may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto.

(d) *Denominations.* The Bonds shall be issuable as fully-registered bonds in Authorized Denominations.

(e) *Numbering.* Unless the Authority directs otherwise, each series of the Bonds shall be numbered from R-1 upward.

(f) *Dating.* The Series 2025A Bonds shall be dated as of the date of initial issuance and delivery thereof. The Series 2025B Bonds and the Series 2025C Bonds shall be dated as provided in **Sections 203(d)** and **(e)**, respectively, as evidenced by the Trustee's signature on **Schedule A** to each such Bond.

(g) *Method and Place of Payment.* The principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of debts due the United States of America. Payment of the principal of or interest on any Bond shall be made (i) by check or draft of the Trustee mailed to the Person in whose name such Bond is registered on the Register as of the commencement of business of the Trustee on the Record Date for such Interest Payment Date, or (ii) by electronic transfer in the case of a principal or interest payment to such Owner upon written notice delivered to the Trustee not less than 15 days prior to the Record Date from and signed by such Owner containing electronic transfer instructions including the name of the bank, ABA routing number and account number to which such Owner wishes to have such transfer directed, together with an acknowledgement that an electronic transfer fee is payable.

(h) *Evidence of Principal Payments.* The payment of principal of the Bonds on each Interest Payment Date shall be noted on the Bonds on **Schedule A** thereto. The Bonds and the original **Schedule A** thereto shall be held by the Trustee in trust. The Trustee shall, on each Interest Payment Date, send a revised copy of **Schedule A** via facsimile to the Owner, the Authority, the District, the Developer and Dierbergs 370 Crossing. Absent manifest error, the amounts shown on **Schedule A** to each Bond held by the Trustee shall be conclusive evidence of the principal amount paid on the Bonds.

Section 202. Nature of Obligations.

(a) The Bonds and the interest thereon shall be special, limited obligations of the Authority payable solely from the Pledged Revenues and other moneys pledged thereto and held by the Trustee as provided herein, and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the Owners of the Bonds, as provided in this Indenture. No holder of the Bonds has the right to compel any exercise of taxing powers of the District, the County, the State or any agency or political subdivision of the State to pay the Bonds or the interest thereon. The Authority has no taxing power.

(b) The Bonds and the interest thereon shall not be deemed to constitute a debt or liability of the State or of any political subdivision thereof within the meaning of any State constitutional provision, statutory or charter limitation, and shall not constitute a pledge of the full faith and credit of the Authority, the State or of any political subdivision thereof, but shall be payable solely from the funds provided for in the Financing Agreement and in this Indenture. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the State or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. The County shall not in any event be liable for the payment of the principal of, redemption premium, if any, or interest on the Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Authority. No breach by the Authority of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the County or the State or any charge upon their general credit or against their taxing power.

(c) NOTWITHSTANDING ANY PROVISION HEREIN OR IN THE BONDS TO THE CONTRARY, ALL CID SALES TAX REVENUES ARE SUBJECT TO ANNUAL APPROPRIATION BY THE DISTRICT.

(d) NOTWITHSTANDING ANY PROVISION HEREIN OR IN THE BONDS TO THE CONTRARY, THE OBLIGATION OF THE DISTRICT TO TRANSFER CID SALES TAX REVENUES TO THE TRUSTEE TERMINATES ON APRIL 1, 2059, WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST ON THE BONDS HAS BEEN PAID IN FULL.

Section 203. Execution, Authentication and Delivery of Bonds.

(a) The Bonds shall be executed on behalf of the Authority by the manual or facsimile signature of the President or any Vice President and attested by the manual or facsimile signature of the Secretary or any Assistant Secretary of the Board of Directors of the Authority, and shall have the corporate seal of the Authority affixed thereto or imprinted thereon. If any officer whose signature or facsimile thereof appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such Person had remained in office until delivery. Any Bond may be signed by such Persons as at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such Persons may not have been such officers.

(b) The Bonds shall have endorsed thereon a Certificate of Authentication substantially in the forms set forth in **Exhibit A** hereto, which shall be manually executed by the Trustee. No Bond shall be entitled to any security or benefit under this Indenture or shall be valid or obligatory for any purpose unless and until such Certificate of Authentication has been duly executed by the Trustee. Such executed Certificate of Authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Indenture. The Certificate of Authentication on any Bond shall be deemed to have been duly executed if signed by any authorized signatory of the Trustee, but it shall not be necessary that the same authorized signatory sign the Certificate of Authentication on all of the Bonds that may be issued hereunder at any one time.

(c) Upon the submission to the Trustee by the District of a Certificate of Reimbursable Project Costs, the Trustee shall (i) endorse the applicable Outstanding Series 2025B Bonds or the Outstanding Series 2025C Bonds (as indicated on the Certificate of Reimbursable Project Costs) on **Schedule A** thereto to evidence an increase in the aggregate principal amount equal to the Reimbursable Project Costs as set forth in the Certificate of Reimbursable Project Costs and (ii) send a copy of **Schedule A** via facsimile to the applicable Owner, the Authority, the District, the Developer and Dierbergs 370 Crossing.

(d) The date of registration of the Series 2025B Bonds shall be the date of initial issuance and delivery thereof. The date of each subsequent endorsement on the Series 2025B Bonds shall be the date of acceptance by the District of each future Certificate of Reimbursable Project Costs applicable to the Series 2025B Bonds (as indicated on the Certificate of Reimbursable Project Costs).

(e) The date of registration of the Series 2025C Bonds shall be the date of initial issuance and delivery thereof. Upon the deposit of funds as set forth in **Section 401(c)**, the Trustee shall, without further authorization, endorse the Series 2025C Bonds on **Schedule A** thereto to evidence an increase in the aggregate principal amount equal to the amount of said deposit. The date of each subsequent endorsement on the Series 2025C Bonds shall be the date of acceptance by the District of each future Certificate of Reimbursable Project Costs applicable to the Series 2025C Bonds (as indicated on the Certificate of Reimbursable Project Costs). Notwithstanding the foregoing, no endorsements shall be made on the Series

2025C Bonds over \$1,291,053.97 until such time as the Developer's delivery and the District's acceptance or deemed acceptance of the Certificate of Substantial Completion pursuant to **Section 5.4** of the Development Agreement. The Developer shall promptly provide a copy of the Certificate of Substantial Completion to the Trustee, Dierbergs 370 Crossing and the Purchaser of the Series 2025C Bonds upon the District's approval or deemed approval thereof.

Section 204. Registration, Transfer and Exchange of Bonds.

(a) The Trustee is hereby appointed Registrar and as such shall keep the Register for the registration and for the transfer of Bonds as provided in this Indenture. Each Bond when issued shall be registered in the name of the Owner thereof on the Register.

(b) **The Bonds and beneficial interests therein may only be purchased by or transferred to Approved Investors. The Bonds and beneficial interests therein may only be purchased by or transferred to Approved Investors upon the execution by the proposed purchaser or transferee of a letter in substantially the form attached as Exhibit D hereto and upon the prior written consent of the Authority, which consent shall not be unreasonably withheld.** Subject to the limitations of the preceding sentence, any Bond may be transferred only upon the Register upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or such Owner's attorney or legal representative in such form as shall be satisfactory to the Trustee. Upon any such transfer, the Authority shall execute and the Trustee shall authenticate and deliver in exchange for such Bond a new fully-registered Bond or Bonds, registered in the name of the transferee, of the same series and maturity and of any Authorized Denomination. Before any such transfer, the Authority and/or the Trustee may require an opinion of Bond Counsel to the effect that the Bonds are exempt from registration under the Securities Act of 1933, as amended, and the Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended. The Trustee shall have no independent duty to determine whether a purchaser or transferee is an Approved Investor, and receipt by the Trustee of a letter in substantially the form of **Exhibit D**, along with the written consent of the Authority, shall constitute an irrevocable determination unto the Trustee that such purchaser or transferee is an Approved Investor.

(c) Any Bond, upon surrender thereof at the payment office of the Trustee, together with an assignment duly executed by the Owner or such Owner's attorney or legal representative in such form as shall be satisfactory to the Trustee, may, at the option of the Owner thereof, be exchanged for Bonds of the same series and maturity, of any Authorized Denomination, bearing interest at the same rate, and registered in the name of the Owner.

(d) In all cases in which Bonds are exchanged or transferred hereunder, the Authority shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this Indenture. All Bonds surrendered in any such exchange or transfer shall forthwith be canceled by the Trustee.

(e) The Authority or the Trustee may make a charge against each Owner requesting a transfer or exchange of Bonds for every such transfer or exchange of Bonds sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such transfer or exchange, the cost of printing, if any, each new Bond issued upon any transfer or exchange and the reasonable expenses of the Authority and the Trustee in connection therewith, and such charge shall be paid before any such new Bond shall be delivered. The Authority or the Trustee may levy a charge against an Owner sufficient to reimburse it for any governmental charge required to be paid in the event the Owner fails upon request by the Authority or the Trustee to provide a correct taxpayer identification number to the Trustee. Such charge may be deducted from amounts otherwise due to such Owner hereunder or under the Bonds.

(f) At reasonable times and under reasonable regulations established by the Trustee, the Register may be inspected and copied by the Authority or the Owners (or a designated representative thereof) of 10% or more in principal amount of Bonds then Outstanding, such ownership and the Authority of any such designated representative to be evidenced to the satisfaction of the Trustee.

(g) The Person in whose name any Bond is registered on the Register shall be deemed and regarded as the absolute owner of such Bond for all purposes, and payment of or on account of the principal of and interest on any such Bond shall be made only to or upon the order of the Owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

Section 205. Description of Bonds.

(a) There shall be issued and secured by this Indenture the Bonds in the aggregate principal amount of not to exceed \$5,940,260.32, as described in **Section 201(a)**.

(b) The Bonds shall become due on April 1, 2065, subject to redemption and payment prior to maturity as provided in **Article III**. The Bonds shall bear interest at the rate of 8.50% per annum (computed on the basis of a 360-day year of twelve 30-day months) from the date thereof or from the most recent interest Payment Date to which interest has been paid or duly provided for, payable semiannually on April 1 and October 1 in each year, beginning on October 1, 2025; provided, however, that, if there is an Event of Taxability, the applicable series of Bonds shall then bear interest at the rate of 10.0% per annum (computed on the basis of a 360-day year of twelve 30-day months) from the date thereof. Interest on any Bond that accrues but remains unpaid on any Payment Date shall be compounded semiannually at the same rate of interest.

(c) The Trustee is hereby designated as the Paying Agent for the payment of the principal of and interest on the Bonds.

(d) The Bonds shall be executed substantially in the form and manner set forth in **Exhibit A** attached hereto and delivered to the Trustee for authentication. Prior to or simultaneously with the authentication and delivery of the Bonds by the Trustee, there shall be filed with the Trustee the following:

(i) A copy of the Authority Bond Resolution, certified by the Secretary or Assistant Secretary of the Board of Directors of the Authority, approving the issuance of the Bonds and authorizing the execution of this Indenture and the Financing Agreement.

(ii) A copy of the District Bond Resolution, certified by the Secretary of the Board of Directors of the District, approving the issuance of the Bonds pursuant to this Indenture and authorizing the execution and delivery of the Financing Agreement.

(iii) A copy of a resolution of the City, certified by the City Clerk, approving the location of the Project pursuant to the Act.

(iv) An original executed counterpart of this Indenture.

(v) An original executed counterpart of the Financing Agreement.

(vi) An original executed counterpart of the Guaranty Agreement.

(vii) The cancelled Refunded Obligations.

(viii) An opinion of Bond Counsel to the effect that the Bonds constitute valid and legally binding obligations of the Authority and that the interest on the Bonds is excludable from gross income of the Owners thereof for federal and State income tax purposes.

(ix) An opinion of Bond Counsel to the effect that the Bonds are exempt from registration under the Securities Act of 1933, as amended, and this Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended.

(x) A request and authorization to the Trustee executed by the Authority to authenticate the Bonds and to deliver the Bonds to or upon the order of the respective Purchaser thereof upon payment to the Trustee, for the account of the Authority, of the purchase price thereof (which, in the case of the Series 2025A Bonds, such payment shall be evidenced by cancellation of the Refunded Obligations simultaneously with the issuance of the Series 2025A Bonds and, in the case of the Series 2025B Bonds and the Series 2025C Bonds, such payments shall be deemed to have occurred under the circumstances described in **Section 404**).

(xi) A Purchaser's Letter of Representations with respect to each series of the Bonds in substantially the form attached hereto as **Exhibit D**.

(xii) Such other certificates, statements, receipts, opinions and documents required by any of the foregoing documents or as the Trustee shall reasonably require for the delivery of the Bonds.

(f) When the documents mentioned in paragraph (e) of this Section have been filed with the Trustee, and when the Bonds have been executed and authenticated as required by this Indenture, the Trustee shall hold the Bonds in trust, but only upon payment of the purchase price thereof (which, in the case of the Series 2025A Bonds, such payment shall be evidenced by cancellation of the Refunded Obligations simultaneously with the issuance of the Series 2025A Bonds and, in the case of the Series 2025B Bonds and the Series 2025C Bonds, such payments shall be deemed to have occurred under the circumstances described in **Section 404**). The Trustee shall be entitled to rely conclusively upon such request and authorization as to the name of the purchasers of the Bonds and the amount of such purchase price.

Section 206. Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond becomes mutilated or is lost, stolen or destroyed, the Authority shall execute and the Trustee shall authenticate and deliver a new Bond of like date and tenor as the Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee. In the case of any lost, stolen or destroyed Bond, there first shall be furnished to the Authority and the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity to the Authority and the Trustee satisfactory to the Trustee. If any such Bond has matured, is about to mature or has been called for redemption, instead of delivering a substitute Bond, the Trustee may pay the same without surrender thereof. Upon the issuance of any substitute Bond, the Authority and the Trustee may require the payment of an amount by the Owner sufficient to reimburse the Authority and the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

Section 207. Cancellation and Destruction of Bonds Upon Payment. All Bonds which have been paid or redeemed or which the Trustee has purchased or which have otherwise been surrendered to the Trustee under this Indenture, either at or before maturity, shall be immediately canceled upon the payment, redemption or purchase of such Bonds and the surrender thereof to the Trustee and periodically

destroyed by the Trustee in accordance with applicable record retention requirements. The Trustee shall execute a certificate in duplicate describing the Bonds so canceled, and shall file an executed counterpart of such certificate with the Authority.

Section 208. Additional Bonds.

(a) No additional bonds may be issued on a parity with the Bonds under this Indenture except for the purpose of refunding, in whole but not in part, a series of Bonds then Outstanding and upon the prior written consent of the Owners of the Bonds. Except as to any difference in the date, the maturities, and the rates of interest, such additional bonds may be issued on a parity with and shall be entitled to the same benefit and security of this Indenture as the series of Bonds being refunded thereby. All additional bonds shall be authorized pursuant to a Supplemental Indenture approved and executed by the Authority and the Trustee (with the consent of the District) and compliance with **Article XI**. The District may issue other obligations specifically subordinate and junior to the Bonds. However, the District shall make no payments of either principal or interest on said subordinate and junior bonds while the Bonds are Outstanding.

(b) Notwithstanding the foregoing, the par amount of the Series 2025C Bonds may be increased upon approval by the City of an amendment to the petition to form the District under the terms and conditions set forth in the Development Agreement, and upon the prior written consent of the Owners of the Series 2025C Bonds. Such increase in the par amount of the Series 2025C Bonds shall be authorized pursuant to a Supplemental Indenture approved and executed by the Authority and the Trustee (with the consent of the District) and compliance with **Article XI**.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds Generally. The Bonds shall be subject to redemption prior to maturity in accordance with the terms and provisions set forth in this Article.

Section 302. Redemption of Bonds.

(a) *Optional Redemption.*

(i) The Series 2025A Bonds are subject to optional redemption by the Authority at the written direction of the District, in whole or in part at any time, at the redemption price equal to 100% of the principal amount of the Series 2025A Bonds to be redeemed plus accrued interest to the redemption date.

(ii) When no Series 2025A Bonds are Outstanding, the Series 2025B Bonds are subject to optional redemption by the Authority at the written direction of the District, in whole or in part at any time, at the redemption price equal to 100% of the principal amount of the Series 2025B Bonds to be redeemed plus accrued interest to the redemption date.

(iii) The Series 2025C Bonds are subject to optional redemption by the Authority at the written direction of the District, in whole or in part at any time, at the redemption price equal to 100% of the principal amount of the Series 2025C Bonds to be redeemed plus accrued interest to the redemption date.

(b) *Special Mandatory Redemption.* Each series of the Bonds are subject to special mandatory redemption by the Authority on any Interest Payment Date, at the redemption price of 100% of the principal amount being redeemed, plus accrued interest thereon to the redemption date, in an amount equal to the amount (subject to the provisions of **Section 303(a)**) that is on deposit in the applicable subaccount of the Redemption Account of the Debt Service Fund 40 days before each Interest Payment Date (or if such date is not a Business Day, the immediately preceding Business Day) and that will not be required for payment of interest on such Interest Payment Date; provided, however, that no Series 2025B Bond shall be redeemed while any Series 2025A Bonds are Outstanding.

Section 303. Selection of Bonds to be Redeemed.

(a) Bonds shall be redeemed only in Authorized Denominations. When less than all of the Outstanding Bonds are to be redeemed and paid prior to maturity, except as otherwise provided herein, such Bonds or portions of Bonds to be redeemed shall be selected in Authorized Denominations by the Trustee in such equitable manner as it may determine.

(b) In the case of a partial redemption of Bonds when Bonds of denominations greater than the minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption each Authorized Denomination unit of face value shall be treated as though it was a separate Bond of the denomination of the minimum Authorized Denomination. If one or more, but not all, of the minimum Authorized Denomination units of principal amount represented by any Bond are selected for redemption, then upon notice of intention to redeem such minimum Authorized Denomination unit or units, the Owner of such Bond or his attorney or legal representative shall forthwith present and surrender such Bond to the Trustee (i) for payment of the redemption price (including the interest to the date fixed for redemption) of the minimum Authorized Denomination unit or units of principal amount called for redemption, and (ii) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond of a denomination greater than minimum Authorized Denomination fails to present such Bond to the Trustee for payment and exchange as aforesaid, said Bond shall, nevertheless, become due and payable on the redemption date to the extent of the minimum Authorized Denomination unit or units of principal amount called for redemption (and to that extent only) and shall cease to accrue interest on the principal amount so called for redemption.

Section 304. Notice of Redemption of Bonds.

(a) In the case of Bonds called for redemption under **Sections 302(a)**, the Trustee shall call Bonds for redemption and payment as herein provided and shall give notice of redemption as provided below upon receipt by the Trustee at least 40 days (unless a shorter period is acceptable to the Trustee) prior to the redemption date of a written request of the District. The foregoing provisions of this Section shall not apply in the case of any mandatory redemption of Bonds under this Indenture, and the Trustee shall call Bonds for redemption and shall give notice of redemption pursuant to such mandatory redemption requirements without the necessity of any action by the District.

(b) Unless waived by any Owner of Bonds to be redeemed, official notice of any redemption of any Bond shall be given by the Trustee on behalf of the Authority by mailing a copy of an official redemption notice by first class mail, postage prepaid, at least 30 days prior to the date fixed for redemption to the Owner of the Bond or Bonds to be redeemed at the address shown on the Register.

- (c) All official notices of redemption shall be dated and shall state:
- (i) the redemption date,
 - (ii) the redemption price,
 - (iii) if less than all Outstanding Bonds are to be redeemed, the identification number and maturity date(s) and, in the case of a partial redemption of any Bonds, the respective principal amounts of the Bonds to be redeemed,
 - (iv) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date, and
 - (v) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the payment office of the Trustee or such other office as the Trustee may designate.

In addition to the foregoing notice, the Trustee shall also comply with any requirements or guidelines published by the Securities and Exchange Commission relating to providing notices of redemption. The failure of the Trustee to comply with any such requirements shall not affect or invalidate the redemption of said Bonds.

(d) The Trustee shall provide to the Authority and the District a copy of such redemption notice.

(e) In the case of Bonds called for redemption under **Sections 302(a)**, any notice of redemption may be conditional upon moneys being on deposit with the Trustee on or prior to the redemption date in an amount sufficient to pay the redemption price on the redemption date. If such notice is conditional and moneys are not received, such notice shall be of no force and effect, the Trustee shall not redeem such Bonds and the Trustee shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Bonds will not be redeemed.

(f) The failure of any Owner to receive notice given as heretofore provided or any defect therein shall not invalidate any redemption.

Section 305. Effect of Call for Redemption. On or prior to the date fixed for redemption, the Authority shall deposit moneys or Government Securities with the Trustee as provided in **Section 402** to pay the Bonds called for redemption and accrued interest thereon to the redemption date. Upon the happening of the above conditions, and notice having been given as provided in **Section 304**, the Bonds or the portions of the principal amount of Bonds thus called for redemption shall cease to bear interest on the specified redemption date, provided moneys sufficient for the payment of the redemption price are on deposit at the place of payment on the specified redemption date, and shall no longer be entitled to the protection, benefit or security of this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture.

ARTICLE IV

FUNDS AND REVENUES

Section 401. Creation of Funds; Application of Bond Proceeds and Other Moneys.

- (a) The following funds are hereby created and established with the Trustee:
- (i) Revenue Fund, which shall contain a CID Sales Tax Account and a CID Special Assessment Account.
 - (ii) Debt Service Fund, which shall contain a Debt Service Account and a Redemption Account and, within each account, a separate subaccount for each series of Bonds.
 - (iii) Project Fund, which shall contain a Refunding Account, a Costs of Issuance Account and a Project Account, within the Project Account, a separate subaccount for the Series 2025B Bonds and the Series 2025C Bonds.
 - (iv) Extraordinary Expense Fund, which shall contain an Extraordinary Expense Account and a Guaranty Account.
 - (v) Operating Fund.
 - (vi) Rebate Fund.

(b) Each fund shall be maintained by the Trustee as a separate and distinct trust fund and the moneys therein shall be held, managed, invested, disbursed and administered as provided in this Indenture. All moneys deposited in the funds shall be used solely for the purposes set forth in this Indenture. The Trustee shall keep and maintain adequate records pertaining to each fund and all disbursements therefrom.

(c) Simultaneously with the delivery of the Bonds, an amount equal to \$160,612.83 from proceeds of the Series 2025C Bonds shall be deposited into the Costs of Issuance Account of the Project Fund and applied as set forth in **Section 404(c)**.

(d) Simultaneously with the delivery of the Bonds, an amount equal to \$125,000.00 from proceeds of the Series 2025C Bonds shall be deposited into the Guaranty Account of the Extraordinary Expense Fund and applied as set forth in **Section 407**.

(e) On the date of issuance of the Bonds, the Trustee, as trustee for the Series 2018A Bonds, shall transfer, without further authorization, the following amounts held under the 2018 Indenture:

(i) an amount equal to \$20,000.00 from available funds on deposit in the extraordinary expense account of the extraordinary expense fund held under the 2018 Indenture to the Extraordinary Expense Account of the Extraordinary Expense Fund;

(ii) an amount equal to \$11,529.70 from available funds on deposit in the operating fund held under the 2018 Indenture to the Operating Fund; and

(iii) all remaining available funds on deposit under the 2018 Indenture to the corresponding funds and accounts for the Bonds; provided, however, that any remaining funds held in the extraordinary expense fund (after the transfer pursuant to **Section 401(e)(i)** above), the debt

service fund, and the revenue fund held for the Series 2018A Bonds, shall be deposited into the Debt Service Account for the Series 2025A Bonds.

Section 402. Revenue Fund.

(a) Pursuant to the Financing Agreement, on the 20th calendar day of each month (or the next Business Day thereafter if the 20th is not a Business Day) while the Bonds are Outstanding, the District has agreed to transfer to the Trustee all Net Revenues, together with a written report in substantially the form attached as **Exhibit A** to the Financing Agreement, for deposit as follows:

- (i) to the Operating Fund, the Annual Operating Fund Deposit;
- (ii) to the CID Sales Tax Account of the Revenue Fund, all Net Revenues consisting of CID Sales Tax Revenues; and
- (iii) to the CID Special Assessment Account of the Revenue Fund, all remaining Net Revenues consisting of CID Special Assessment Revenues.

If the Trustee has not received Net Revenues consisting of CID Sales Tax Revenues on or before the 22nd calendar day of each month, the Trustee shall notify the Authority, the District and the Purchaser of such non-receipt.

(b) On the 40th day or such other day as provided below (or if such day is not a Business Day, the immediately preceding Business Day) prior to each Interest Payment Date, the Trustee shall apply moneys in the Revenue Fund to the extent necessary for the purposes and in the amounts as follows; provided, however, that in no event shall the aggregate payments made under paragraphs *Fourth, Fifth, Sixth, Seventh and Eighth* below exceed the Maximum Annual Payment:

First, an amount sufficient to pay rebate, if any, with respect to the Bonds to the United States of America, owed under Section 148 of the Code, as directed in writing by the Authority in accordance with the Tax Compliance Agreement;

Second, pay to the Trustee or any Paying Agent, an amount sufficient to pay any fees and expenses which are due and owing to the Trustee or any Paying Agent with respect to the Bonds, upon delivery to the District of an invoice for such amounts (provided, however, that payments to the Trustee may not exceed \$4,000 in any calendar year except as otherwise provided in **Section 802**);

Third, transfer to the Extraordinary Expense Account of the Extraordinary Expense Fund, an amount (not to exceed \$10,000 per year) sufficient to cause the balance in said account to equal \$20,000 at all times while the Bonds are Outstanding; provided, however, that if the Trustee has received written notice from the Authority or the District of an audit, questionnaire or other request for information from the Internal Revenue Service in connection with the Bonds or that there monies currently owed in the connection with Unassigned Authority's Rights, such transfer to the Extraordinary Expense Account of the Extraordinary Expense Fund shall be an amount per year sufficient to cause the balance in said account to equal \$145,000 until such time as the Authority or the District provides written notice to the Trustee that such audit, questionnaire or other request for information from the Internal Revenue Service has been concluded or the monies owed in the connection with Unassigned Authority's Rights have been paid in full;

Fourth, transfer to the Series 2025A Subaccount of the Debt Service Account of the Debt Service Fund and the Series 2025B Subaccount of the Debt Service Account of the Debt Service Fund, *on a parity basis*, an amount sufficient to pay the interest due on the Series 2025A Bonds and the Series 2025B Bonds on the next succeeding Interest Payment Date;

Fifth, transfer to the Series 2025A Subaccount of the Debt Service Account of the Debt Service Fund, an amount sufficient to pay the principal due on the Series 2025A Bonds on the next succeeding Interest Payment Date by reason of stated maturity;

Sixth, transfer to the Series 2025A Subaccount of the Redemption Account of the Debt Service Fund, except to the extent limited by the Maximum Annual Payment, any remaining amounts which shall be applied to the payment of the principal of and accrued interest on the Series 2025A Bonds that are subject to redemption pursuant to **Section 302(b)**;

Seventh, if no Series 2025A Bonds are Outstanding, transfer to the Series 2025B Subaccount of the Debt Service Account of the Debt Service Fund, an amount sufficient to pay the principal due on the Series 2025B Bonds on the next succeeding Interest Payment Date by reason of stated maturity;

Eighth, if no Series 2025A Bonds are Outstanding, transfer to the Series 2025B Subaccount of the Redemption Account of the Debt Service Fund, except to the extent limited by the Maximum Annual Payment, any remaining amounts which shall be applied to the payment of the principal of and accrued interest on the Series 2025B Bonds that are subject to redemption pursuant to **Section 302(b)**;

Ninth, transfer to the Series 2025C Subaccount of the Debt Service Account of the Debt Service Fund, an amount sufficient to pay the interest due on the Series 2025C Bonds on the next succeeding Interest Payment Date;

Tenth, transfer to the Series 2025C Subaccount of the Debt Service Account of the Debt Service Fund, an amount sufficient to pay the principal due on the Series 2025C Bonds on the next succeeding Interest Payment Date by reason of stated maturity; and

Eleventh, transfer to the Series 2025C Subaccount of the Redemption Account of the Debt Service Fund, all remaining amounts which shall be applied to the payment of the principal of and accrued interest on the Series 2025C Bonds that are subject to redemption pursuant to **Section 302(b)**.

Except to the extent limited by the Maximum Annual Payment applicable to the Series 2025A Bonds and the Series 2025B Bonds, if necessary, on the Business Day prior to each Interest Payment Date, the Trustee shall transfer from the Revenue Fund to the Debt Service Fund an amount sufficient to pay the principal of or interest on the Bonds due on the next Interest Payment Date; provided, however, that no principal shall be paid on the Series 2025B Bonds (by reason of stated maturity, redemption or otherwise) while any Series 2025A Bonds remain Outstanding.

(c) Upon the payment in full of the principal of and interest due on the Bonds (or provision having been made for the payment thereof as specified in this Indenture) and the fees, charges and expenses of the Trustee and any Paying Agents, and any other amounts required to be paid under this Indenture, all amounts remaining on deposit in the Revenue Fund shall be paid to the District for deposit into the Community Improvement District Trust Fund.

Section 403. Debt Service Fund.

(a) Except as otherwise provided herein, all amounts paid and credited to the Debt Service Fund shall be expended solely for the payment of the principal of, redemption premium, if any, and interest on the Bonds as the same mature and become due or upon the redemption thereof.

(b) The Authority hereby authorizes and directs the Trustee to withdraw sufficient moneys from the applicable accounts within the Debt Service Fund to pay the principal of and interest on the Bonds as the same become due and payable and to make said moneys so withdrawn available to the Paying Agent for the purpose of paying said principal of and interest on the Bonds.

(c) The Trustee shall use any moneys remaining in the Debt Service Fund to redeem all or part of the Bonds Outstanding and interest to accrue thereon prior to such redemption, in accordance with and to the extent permitted by **Article III**, so long as said moneys are in excess of the amount required for payment of Bonds theretofore matured or called for redemption. The Trustee, upon the written instructions from the District, signed by the Authorized District Representative, shall use moneys in the applicable subaccounts within the Redemption Account of the Debt Service Fund on a best efforts basis for the purchase of the Bonds in the open market to the extent practical for the purpose of cancellation at prices not exceeding the principal amount thereof plus accrued interest thereon to the date of such purchase; provided, however, that no Series 2025B Bonds shall be purchased for cancellation while any Series 2025A Bonds remain Outstanding.

(d) If the moneys in the applicable accounts within the Debt Service Fund are insufficient to pay all accrued interest on the applicable series of the Bonds on any Interest Payment Date, then such moneys shall be applied ratably, according to the amounts due on such installment, to the Persons entitled thereto without any discrimination or privilege, and any unpaid portion shall accrue to the next Interest Payment Date, with interest thereon at the rate specified in the applicable series of the Bonds to the extent permitted by law. If the moneys in the applicable accounts within the Debt Service Fund are insufficient to pay the principal of the applicable series of the Bonds on the maturity date thereof, then such moneys shall be applied ratably, according to the amounts of principal due on such date, to the Persons entitled thereto without any discrimination or privilege.

(e) Upon the payment in full of the principal of and interest due on the Bonds (or provision having been made for the payment thereof as specified in this Indenture) and the fees, charges and expenses of the Authority, the Trustee and any Paying Agents, and any other amounts required to be paid under this Indenture, all amounts remaining on deposit in the Debt Service Fund shall be paid to the District for deposit into the Community Improvement District Trust Fund.

Section 404. Project Fund.

(a) Simultaneously with the initial issuance and delivery of the Series 2025A Bonds and the cancellation of the Refunded Obligations, the Purchaser of the Series 2025A Bonds shall be deemed to have advanced funds in an amount necessary to refund the Refunded Obligations and the Trustee shall be deemed to applied such funds to the refunding of the Refunded Obligations in full on the date of the initial issuance and delivery of the Series 2025A Bonds.

(b) Upon (i) the Developer's and/or Dierbergs 370 Crossing's submission of a Certificate of Reimbursable Project Costs in accordance with the Development Agreement and the District's acceptance thereof and (ii) the endorsement of the Series 2025B Bonds and/or the Series 2025C Bonds, as applicable, pursuant to **Sections 203(c) or (d)**, as applicable, by the Trustee, the applicable Purchaser shall be deemed

to have advanced funds necessary to purchase such applicable series of the Bonds and the District shall be deemed to have deposited such funds in the applicable subaccount of the Project Account of the Project Fund and shall be deemed to have reimbursed the Developer and/or Dierbergs 370 Crossing, as applicable, in accordance with the Development Agreement in full for such costs from the amounts deemed to be on deposit in said subaccount. The District shall promptly provide a copy of each Certificate of Reimbursable Project Costs to the Trustee upon the District's approval thereof.

(c) Moneys in the Costs of Issuance Account of the Project Fund shall be disbursed by the Trustee upon receipt of a written request of the District signed by the Authorized District Representative and containing the statements, representations and certifications set forth in the form of such request attached as **Exhibit B** hereto and otherwise substantially in such form, for the sole purpose of paying costs of issuance of the Bonds. Any moneys remaining on deposit in the Costs of Issuance Account of the Project Fund on December 1, 2025, shall, without further authorization, be deposited in the Series 2025C Subaccount of the Redemption Account of the Debt Service Fund and shall be used to redeem the Series 2025C Bonds pursuant to **Section 302(b)** on the earliest possible date.

(d) In making payments and disbursements pursuant to this Section, the Trustee may conclusively rely upon the written requests and accompanying certificates and statements. The Trustee is not required to make any independent inspection or investigation in connection with the matters set forth in the written requests.

Section 405. Non-Presentation of Bonds.

(a) If any Bond is not presented for payment when the principal thereof becomes due, either at maturity or at the date fixed for redemption thereof, and provided the Trustee is holding sufficient funds for the payment thereof, all liability of the Authority to the Owner thereof for the payment of such Bond shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such moneys, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such moneys, for any claim of whatever nature on such Owner's part under this Indenture or on, or with respect to, said Bond.

(b) Any moneys so deposited with and held by the Trustee not so applied to the payment of Bonds within one year after the date on which the same have become due shall be paid by the Trustee to the District without liability for interest thereon, free from the trusts created by this Indenture. Thereafter, Owners shall be entitled to look only to the District for payment, and then only to the extent of the amount so repaid by the Trustee. The District shall not be liable for any interest on the sums paid to it pursuant to this Section and shall not be regarded as a trustee of such money.

Section 406. Operating Fund.

(a) Money in the Operating Fund shall be disbursed by the Trustee without inquiry or investigations from time to time upon receipt of a written request of the Authorized District Representative to pay Operating Costs or for any other lawful purpose of the District.

(b) In making payments and disbursements pursuant to this Section, the Trustee may conclusively rely upon the written requests and accompanying certificates and statements. The Trustee is not required to make any independent inspection or investigation in connection with the matters set forth in the written requests.

(c) Upon the payment in full of the principal of and interest due on the Bonds (or provision having been made for the payment thereof as specified in this Indenture) and the fees, charges and expenses

of the Trustee and any Paying Agents, and any other amounts required to be paid under this Indenture, all amounts remaining on deposit in the Operating Fund shall be paid to the District for deposit into the Community Improvement District Trust Fund.

Section 407. Extraordinary Expense Fund.

(a) Except as otherwise provided in this subsection (c) of this Section, amounts on deposit in the Extraordinary Expense Fund shall be used only for the purpose of paying the fees, expenses and other costs, including legal fees, incurred by the Authority in connection with an audit, questionnaire or other request for information from the Internal Revenue Service in connection with the Bonds or to pay any monies owed in the connection with Unassigned Authority's Rights. The Trustee will disburse moneys from the Extraordinary Expense Fund, drawing first from the Extraordinary Expense Account and second from the Guaranty Account, upon receipt by the Trustee of a written request signed by the Authorized Authority Representative, including invoices for such fees, expenses and other costs.

(b) In making payments and disbursements pursuant to this Section, the Trustee may conclusively rely upon the written requests and accompanying certificates and statements. The Trustee is not required to make any independent inspection or investigation in connection with the matters set forth in the written requests.

(c) Moneys in the Guaranty Account of the Extraordinary Expense Fund shall be used by the Trustee without further authorization to make the final payment on the Series 2025C Bonds.

(d) Upon the payment in full of the principal of and interest due on the Bonds (or provision having been made for the payment thereof as specified in this Indenture) and the fees, charges and expenses of the Trustee and any Paying Agents, and any other amounts required to be paid under this Indenture, all amounts remaining on deposit in the Extraordinary Expense Fund shall be paid to the District for deposit into the Community Improvement District Trust Fund.

Section 408. Rebate Fund.

(a) The Trustee shall deposit in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Tax Compliance Agreement and in accordance with the written report of the Rebate Analyst (as defined in the Tax Compliance Agreement) provided to the Trustee, the District and the Authority under the Tax Compliance Agreement. Subject to the transfer provisions provided in subsection (b) below, all money at any time deposited in the Rebate Fund and any income earned thereon shall be held in trust, to the extent required to pay arbitrage rebate to the federal government of the United States of America, and none of the Authority, the District, or the Owner of any Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and by the Tax Compliance Agreement (which is incorporated herein by reference).

(b) Pursuant to the Tax Compliance Agreement, the Trustee, in accordance with the written report of the Rebate Analyst provided to the Trustee, shall remit from the Rebate Fund rebate installments and the final rebate payments to the United States. The Trustee shall have no obligation to rebate any amounts required to be rebated pursuant to this Section and the Tax Compliance Agreement, other than from moneys held in the Funds created under this Indenture or from other moneys provided to it. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any arbitrage rebate, or provision made therefor, shall be withdrawn and released to the District.

(c) Notwithstanding any other provision of this Indenture, including in particular this Article, the obligation to remit arbitrage rebate to the United States and to comply with all other requirements of this Section, the preceding Section and the Tax Compliance Agreement shall survive the defeasance or payment in full of the Bonds.

ARTICLE V

SECURITY FOR DEPOSITS AND INVESTMENT OF MONEYS

Section 501. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for the account of any fund under any provision of this Indenture, and all moneys deposited with or paid to any Paying Agent under any provision of this Indenture, shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of this Indenture and, until used or applied as herein provided, shall constitute part of the Trust Estate and be subject to the lien hereof. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except as otherwise provided herein or agreed upon in writing.

Section 502. Investment of Moneys.

(a) Moneys in all funds and accounts under any provision of this Indenture shall be continuously invested and reinvested by the Trustee in Investment Securities at the written direction of the District given by the Authorized District Representative or, if such written directions are not received, then the Trustee shall invest such moneys in Investment Securities described in subparagraph (f) of the definition thereof. The Trustee is specifically authorized to implement its automated cash investment system to assure that cash on hand is invested and to charge its normal cash management fees, which may be deducted from income earned on investments. Moneys on deposit in all funds and accounts may be invested only in Investment Securities which mature or are subject to redemption at the option of the owner thereof prior to the date such funds are expected to be needed. The Trustee may make investments through its investment division or short-term investment department.

(b) All investments shall constitute a part of the fund or account from which the moneys used to acquire such investments have come. The Trustee shall sell and reduce to cash a sufficient amount of investments in a fund or account whenever the cash balance therein is insufficient to pay the amounts required to be paid therefrom. The Trustee may transfer investments from any fund or account to any other fund or account in lieu of cash when required or permitted by the provisions of this Indenture. In determining the balance in any fund or account, investments shall be valued at the lower of their original cost or their fair market value (inclusive of accrued interest thereon) on the most recent Interest Payment Date, except as otherwise provided in **Section 405**. The Trustee shall not be liable for any loss resulting from any investment made in accordance herewith.

ARTICLE VI

PARTICULAR COVENANTS AND PROVISIONS

Section 601. Authority to Issue Bonds and Execute Indenture. The Authority covenants that it is duly authorized under the laws of the State to execute and deliver this Indenture, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and

effectively taken; and that the Bonds in the hands of the Owners thereof are and will be valid and enforceable limited obligations of the Authority according to the import thereof.

Section 602. Performance of Covenants. The Authority covenants that it will faithfully perform, or cause to be performed, at all times any and all of its covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds and in all proceedings pertaining thereto.

Section 603. Instruments of Further Assurance. The Authority covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such further acts, instruments, financing statements and other documents as the Trustee may reasonably require for the better assuring, transferring, pledging and assigning to the Trustee, and granting a security interest unto the Trustee in and to the Trust Estate and the other property and revenues herein described.

Section 604. General Limitation on Authority Obligations. ANY OTHER TERM OR PROVISION OF THIS INDENTURE OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION WITH THE TRANSACTION WHICH IS THE SUBJECT HEREOF TO THE CONTRARY NOTWITHSTANDING, THE AUTHORITY SHALL NOT BE REQUIRED TO TAKE OR OMIT TO TAKE, OR REQUIRE ANY OTHER PERSON OR ENTITY TO TAKE OR OMIT TO TAKE, ANY ACTION WHICH WOULD CAUSE IT OR ANY PERSON OR ENTITY TO BE, OR RESULT IN IT OR ANY PERSON OR ENTITY BEING, IN VIOLATION OF ANY LAW OF THE STATE.

Section 605. Recording and Filing. The Authority shall file or cause to be kept and filed all financing statements, and the Trustee shall, at the expense of the District, file or cause to be kept and filed continuation statements with respect to such originally filed financing statements related to this Indenture and all supplements hereto and such other documents as the Trustee is notified are required under the Uniform Commercial Code in order to fully preserve and protect the security of the Owners and the rights of the Trustee hereunder. The Authority will cooperate in causing this Indenture and all other security instruments to be kept and filed in such manner and in such places as may be required by law in order to preserve and protect fully the security of the Owners of the Bonds and the rights of the Trustee hereunder. The Trustee may rely on the information within such initial filing delivered to it by or on behalf of the Authority and descriptions in filing any continuation statements required by this Section unless otherwise notified in writing by the Authority. The Authority hereby authorizes the filing of financing statements under the Uniform Commercial Code in connection with any security interest granted hereunder. In carrying out its duties under this Section, the Trustee shall be entitled to rely on an Opinion of Counsel specifying what actions are required to comply with this Section.

Section 606. Possession and Inspection of Books and Documents. The Authority and the Trustee covenant and agree that all books and documents in their possession relating to the Bonds, the Funds established hereunder and to the distribution of proceeds thereof shall at all reasonable times and upon reasonable notice be open to inspection by such accountants or other agencies or Persons as the other party may from time to time designate.

Section 607. Tax Covenants. The Authority and the Trustee covenant and agree to comply on their part with all provisions and requirements of the Tax Compliance Agreement executed in connection with the issuance of the Bonds.

Section 608. Enforcement of Rights. The Authority agrees that the Trustee, as assignee, transferee, pledgee, and owner of a security interest under this Indenture in its name or in the name of the Authority may enforce all rights of the Authority and the Trustee and all obligations of the District under and pursuant to the Financing Agreement for and on behalf of the Bondowners, whether or not the Authority is in default hereunder.

ARTICLE VII

DEFAULT AND REMEDIES

Section 701. Events of Default. If any one or more of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default:"

(a) Default in the performance or observance of any of the covenants, agreements or conditions on the part of the Authority in this Indenture or in the Bonds contained, and the continuance thereof for a period of 30 days after written notice thereof has been given (i) to the Authority by the Trustee, or (ii) to the Trustee (which notice of default the Trustee shall be required to accept) and the Authority by the Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding; provided, however, if any default is such that it cannot be corrected within such 30-day period, it shall not constitute an Event of Default if corrective action is instituted by the Authority within such period and diligently pursued until the default is corrected; or

(b) The occurrence of an Event of Default as specified in **Section 7.1** of the Financing Agreement; or

(c) The filing by the District of a voluntary petition in bankruptcy, or failure by the District to promptly lift any execution, garnishment or attachment of such consequence as would impair the ability of the District to carry on its operation, or adjudication of the District as a bankrupt, or assignment by the District for the benefit of creditors, or the entry by the District into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the District in any proceedings instituted under the provisions of federal bankruptcy law, or under any similar acts which may hereafter be enacted.

The Trustee shall give written notice of any Event of Default to the Authority and the District as promptly as practicable after the occurrence of an Event of Default of which the Trustee has notice, as provided in **Section 801(h)**.

Section 702. No Acceleration. Notwithstanding anything herein to the contrary, the Bonds are not subject to acceleration upon the occurrence of an Event of Default hereunder.

Section 703. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession.

(a) If an Event of Default has occurred and is continuing, the Authority, upon demand of the Trustee, shall forthwith surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers and accounts of the Authority pertaining thereto, and out of the same and any moneys received from any receiver of any part thereof pay and set up proper reserves for the payment of all proper costs and expenses of so taking, holding and managing the same, including, but not limited to, (i) reasonable compensation to the Trustee, its agents and counsel, and (ii) any reasonable charges and expenses of the Trustee and its counsel hereunder, and the Trustee shall apply the remainder of the moneys so received in accordance with the provisions of **Section 708**. Whenever all that is due upon the Bonds has been paid and all defaults cured, the Trustee shall surrender possession of the Trust Estate to the Authority, its successors or assigns, the same right of possession, however, to exist upon any subsequent Event of Default.

(b) While in possession of the Trust Estate, the Trustee shall render annually to the Authority and the District a summarized statement of receipts and expenditures in connection therewith.

Section 704. Appointment of Receivers in Event of Default. If an Event of Default has occurred and is continuing, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 705. Exercise of Remedies by the Trustee.

(a) If an Event of Default has occurred and is continuing, the Trustee may pursue any available remedy at law or equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of and interest on the Bonds then Outstanding and all other amounts due hereunder, and to enforce and compel the performance of the duties and obligations of the Authority as herein set forth.

(b) If an Event of Default has occurred and is continuing, and if requested to do so by the Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding, and indemnified as provided in **Section 801(I)**, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, deems most expedient in the interests of the Owners; provided, however, that the Trustee shall not be required to take any action which in its good faith conclusion could result in personal liability to it for which it has not been indemnified as provided in **Section 801**.

(c) All rights of action under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Owner, and any recovery or judgment shall, subject to **Section 708**, be for the equal benefit of all the Owners of the Outstanding Bonds.

Section 706. Limitation on Exercise of Remedies by Owners. No Owner shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless:

(i) a default has occurred of which the Trustee has notice, as provided in **Section 801(h)**, and

(ii) such default has become an Event of Default, and

(iii) the Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding shall have made written request to the Trustee, shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and shall have provided to the Trustee indemnity as provided in **Section 801(I)**, and

(iv) the Trustee shall thereafter fail or refuse to exercise the powers herein granted or to institute such action, suit or proceeding in its own name;

and such notification, request and offer of indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more Owners shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by its, his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all Bonds then Outstanding. Nothing in this Indenture, however, shall affect or impair the right of any Owner to payment of the principal of and interest on any Bond at and after its maturity or the obligation of the Authority to pay the principal of and interest on each of the Bonds to the respective Owners thereof at the time, at the place, from the source and in the manner provided herein and in such Bond expressed.

Section 707. Right of Owners to Direct Proceedings. Any other provision herein to the contrary notwithstanding, the Owners of a majority in aggregate principal amount of the amount of the Bonds then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, and provided, further, that the Trustee shall have the right to decline to follow any such direction if the Trustee in good faith determines that the proceeding so directed would involve it in personal liability for which the Trustee has not been indemnified as provided in **Section 801**.

Section 708. Application of Moneys in Event of Default. Upon an Event of Default, all moneys held or received by the Trustee pursuant to this Indenture, the Financing Agreement or any right given or action taken under this Article shall, after payment of the reasonable fees, costs, advances and expenses of the Trustee and the proceedings resulting in the collection of such moneys (including without limitation attorneys' fees and expenses), be deposited in the Debt Service Fund. All moneys in the Project Fund, the Debt Service Fund and the Revenue Fund shall be applied as follows:

(a) If the principal of all the Bonds has not become or has not been declared due and payable, all such moneys shall be applied:

(i) *First* -- To the payment to the Owners entitled thereto of all installments of interest then due and payable on the Bonds, in the order in which such installments of interest became due and payable as provided in **Section 402(b)**, with interest thereon at the rate or rates specified in the respective Bonds to the extent permitted by law, and, if the amount available is not sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment as provided in **Section 402(b)**, to the Persons entitled thereto, without any discrimination or privilege.

(ii) *Second* -- To the payment to the Owners entitled thereto of the unpaid principal of any of the Bonds that have become due and payable as provided in **Section 402(b)** (other than Bonds called for redemption for the payment of which moneys or securities are held pursuant to this Indenture), in the order of their due dates, and, if the amount available is not sufficient to pay in full such principal due on any particular date, together with such interest, then to the payment ratably, according to the amounts of principal due on such date as provided in **Section 402(b)**, to the Persons entitled thereto without any discrimination or privilege.

(b) If the principal of all the Bonds has become due or has been declared due and payable, all such moneys shall be applied to the payment of the principal and interest, if any, then due and unpaid on all of the Bonds, without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other installment of interest or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto, without any discrimination or privilege as provided in **Section 402(b)**.

(c) If the principal of all the Bonds has been declared due and payable, and if such declaration thereafter is rescinded and annulled under the provisions of **Section 712**, then, subject to the provisions of subsection (b) of this Section in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (a) of this Section.

Whenever moneys are to be applied pursuant to this Section, such moneys shall be applied at such times and from time to time as the Trustee shall determine, having due regard to the amount of such moneys available and which may become available for such application in the future.

Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made, and upon such date, interest on the amounts of principal to be paid shall cease to accrue.

Whenever all of the Bonds and interest, if any, thereon have been paid under this Section, all obligations under the Tax Compliance Agreement have been satisfied and all fees, expenses and charges of the Trustee and the Authority have been paid, any balance remaining in the funds created pursuant to this Indenture shall be paid to the District for deposit in accordance with **Article IV**.

Section 709. Remedies Cumulative. No remedy conferred by this Indenture upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Owners hereunder or now or hereafter existing at law or in equity or by statute.

Section 710. Delay or Omission Not Waiver. No delay or omission to exercise any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient.

Section 711. Effect of Discontinuance of Proceedings. If the Trustee has proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry, or otherwise, and such proceedings have been discontinued or abandoned for any reason, or have been determined adversely, then the Authority, the District, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 712. Waivers of Events of Default. The Trustee shall waive any Event of Default and its consequences upon the written request of the Owners of a majority in aggregate principal amount of the Bonds then Outstanding. In case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default have been discontinued or abandoned or determined adversely, then and in every such case the Authority, the District, the Trustee and the Owners shall be restored to their former positions, rights and obligations hereunder, respectively, but no such waiver or

rescission shall extend to any subsequent or other default, or impair any right consequent thereon and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

ARTICLE VIII

THE TRUSTEE

Section 801. Acceptance of Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts and all ministerial duties and obligations of the Authority hereunder as a prudent person ordinarily would perform said trusts, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) The Trustee, prior to the occurrence of an Event of Default and after the curing or waiver of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If any Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and shall use the same degree of care and skill in their exercise, as a prudent person under reasonably similar circumstances would exercise or use under the circumstances in the conduct of such person's own affairs.

(b) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, attorneys, receivers, employees or such other professionals but shall not be answerable for the conduct of the same in accordance with the standard specified above, provided the Trustee has exercised reasonable care in making such selection. The Trustee may act and conclusively rely upon the opinion or advice of counsel, who may, without limitation, be counsel to the Authority or the District or an employee of the Trustee, concerning all matters of trust hereof and the duties hereunder, and, subject to the restrictions of **Section 802**, may in all cases pay such reasonable compensation to all such agents, attorneys, receivers, employees and other such professionals as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any such action or nonaction by it taken or omitted to be taken in good faith and shall be fully protected in reliance upon such opinion or advice of counsel.

(c) The Trustee shall not be responsible for any recital herein or in the Bonds (except with respect to the Certificate of Authentication of the Trustee endorsed on the Bonds), or for the recording or re-recording, filing or re-filing of this Indenture or any security agreements in connection therewith (except for the filing of Uniform Commercial Code continuation statements), or for insuring the Project or collecting any insurance moneys, or for the validity of the execution by the Authority of this Indenture or of any instruments of further assurance, or for the sufficiency of the security for the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with **Article V**. The Trustee makes no representations as to the value or condition of the Trust Estate or any part thereof, or as to the validity or sufficiency of this Indenture or of the Bonds. The Trustee shall not be accountable for the use or application by the Authority or the District of any of the Bonds or the proceeds thereof or of any money paid to or upon the order of the Authority or the District under any provision of this Indenture.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated and delivered hereunder. The Trustee, in its individual or any other capacity, may become the owner

or pledgee of Bonds with the same rights which it would have if it were not Trustee. The Trustee shall not be accountable for the use or application by the Authority or the District of the proceeds of any of the Bonds or of any money paid to or upon the order of the Authority or District under any provision of this Indenture.

(e) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, affidavit, letter, telegram or other paper or document provided for under this Indenture believed by it to be genuine and correct and to have been signed, presented or sent by the proper Person or Persons. Any action taken by the Trustee pursuant to and in accordance with this Indenture upon the request or Authority or consent of any Person who, at the time of making such request or giving such Authority or consent is the Owner of any Bond, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee deems it desirable that a matter be proven or established prior to taking, suffering or omitting any action hereunder, the Trustee shall be entitled to rely upon a certificate signed by an Authorized Authority Representative or the Authorized District Representative, as applicable, as sufficient evidence of the facts therein contained. Prior to the occurrence of an Event of Default of which the Trustee has been notified as provided in subsection (h) of this Section or of which by said subsection it is deemed to have notice, the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct.

(h) The Trustee shall not be required to take notice of any default or Event of Default unless the Trustee is specifically notified in writing of such default or Event of Default by the Authority, the District or by the Owners of at least 25% in aggregate principal amount of the Bonds then Outstanding.

(i) At any and all reasonable times the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right, but shall not be required, to inspect any and all of the Project and all books, papers and records of the Authority pertaining to the Bonds, and to take such memoranda from and in regard thereto as may be desired.

(j) The Trustee shall not be required to give any bond or surety in respect of the execution of its trusts and powers hereunder.

(k) The Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any funds, or any action whatsoever within the purview of this Indenture, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee as are deemed desirable for the purpose of establishing the right of the Authority or the District, as applicable, to the authentication of any Bonds, the withdrawal of any funds or the taking of any other action by the Trustee.

(l) Anything herein to the contrary notwithstanding, before taking any action under this Indenture, other than any action under **Article II** or **Article IV** concerning the payment of principal and interest on the Bonds, the Trustee may, in its discretion, require that satisfactory indemnity be furnished to it by the Owners or other parties for the reimbursement of all reasonable fees, costs liabilities, losses, claims and expenses to which it or its agents or counsel may be put and to protect it against all liability including environmental, except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.

(m) All moneys received by the Trustee or any Paying Agent shall, until used or applied or invested as herein provided, be held in trust in the manner and for the purposes for which they were received but need not be segregated from other funds except to the extent required by this Indenture or by law. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except as provided herein.

(n) The Trustee may elect not to proceed in accordance with the directions of the Owners of the Bonds without incurring any liability to the Owners if in the opinion of the Trustee such direction may result in environmental or other liability to the Trustee, in its individual capacity, for which the Trustee has not received indemnity from the Owners, and the Trustee may rely upon an Opinion of Counsel addressed to the Trustee in determining whether any action directed by Owners may result in such liability.

(o) The Trustee may inform the Owners of environmental hazards that the Trustee has reason to believe exist, and the Trustee has the right to take no further action and, in such event no fiduciary duty exists which imposes any obligation for further action with respect to the Trust Estate or any portion thereof if the Trustee, in its individual capacity, determines that any such action would materially and adversely subject the Trustee to environmental or other liability for which the Trustee has not received indemnity pursuant to this Indenture.

(p) Notwithstanding any other provision of this Indenture to the contrary, any provision related to the conduct of the Trustee or intended to provide Authority to act, right to payment of fees and expenses, and protection, immunity and indemnification to the Trustee shall be interpreted to include any action of the Trustee whether it is deemed to be in its capacity as Trustee, Registrar or Paying Agent.

(q) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(i) this subsection shall not be construed to affect the limitation of the Trustee's duties and obligations provided in this Section or the Trustee's right to rely on the truth of statements and the correctness of opinions as provided in this Section;

(ii) the Trustee shall not be liable for any error of judgment made in good faith by any one of its directors, officers, agents, attorneys or employees unless it is established that the Trustee was negligent in ascertaining the pertinent facts;

(iii) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of not less than a majority in principal amount of the Bonds then Outstanding relating to the time,

method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture;

(iv) subject to subsection (l) above, no provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial or environmental liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it; and

(v) the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, receivers or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent, receiver or attorney appointed with due care by it hereunder.

Section 802. Fees, Charges and Expenses of the Trustee.

(a) The Trustee shall be entitled to payment of and/or reimbursement for reasonable fees (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust) by the Authority (but solely from moneys provided in paragraph *Second* of **Section 402(b)**) for its ordinary services rendered hereunder and all agent and counsel fees and other ordinary costs and expenses reasonably and necessarily made or incurred by the Trustee in connection with such ordinary services and, if it becomes necessary that the Trustee perform extraordinary services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable and necessary extraordinary costs and expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the negligence or willful misconduct of the Trustee it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent and as Registrar for the Bonds (but solely from moneys provided in paragraph *Second* of **Section 402(b)**). Upon the occurrence of an Event of Default and during its continuance, the Trustee shall have a lien with right of payment prior to payment on account of principal of or interest on any Bond, upon all moneys in its possession under any provisions hereof for the foregoing advances, fees, costs and expenses incurred. If moneys in the Revenue Fund are insufficient to make payment to the Trustee for its fees and expenses, as provided in subparagraph *Second* of **Section 402(b)**, on any Interest Payment Date, the unpaid portion shall be carried forward to the next Interest Payment Date, together with interest thereon at the Trustee's base lending rate plus 2%.

(b) In each instance in which this Indenture shall provide for compensation, reimbursement or indemnification of the Trustee, such provision shall be deemed to provide for, whether or not expressly so stated, the payment of all related fees, costs, charges, advances and expenses of the Trustee (including, without limitation, attorneys' fees and expenses), unless the context shall clearly indicate otherwise. The Trustee's right to compensation and indemnification shall survive the satisfaction and discharge of this Indenture or its resignation or removal hereunder and payment in full of the Bonds.

Section 803. Notice of Default. If a default occurs of which notice is given to the Trustee as provided in **Section 801(h)**, then the Trustee shall give written notice thereof to the Authority, the District and each Owner and within 30 days by first class mail to the Owners of all Bonds then Outstanding as shown by the Register.

Section 804. Intervention by the Trustee. In any judicial proceeding to which the Authority is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners of the Bonds, the Trustee may intervene on behalf of Owners and shall do so if requested in

writing by the Owners of at least 25% in the aggregate principal amount of the Bonds then Outstanding, provided that the Trustee shall first have been provided such indemnity as provided under **Section 801(l)** as it may require against the reasonable costs, expenses and liabilities which it may incur in or by reason of such proceeding, including without limitation attorneys' fees and expenses.

Section 805. Successor Trustee Upon Merger, Consolidation or Sale. Any corporation or association with or into which the Trustee may be merged or converted or with or into which it may be consolidated, or to which the Trustee may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, provided such corporation or association is otherwise eligible under **Section 808**, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

Section 806. Resignation or Removal of Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 30 days' written notice to the Authority, the District and the Owners. If at any time the Trustee ceases to be eligible in accordance with the provisions of this Indenture, it shall resign immediately in the manner provided in this Section. Such resignation shall take effect at the end of such 30 days, or upon the earlier appointment of a successor Trustee by the District; provided, however, that in no event shall the resignation of the Trustee or any successor Trustee become effective until such time as a successor Trustee has been appointed and has accepted the appointment. If no successor Trustee has been appointed and accepted the appointment within 30 days after the giving of such notice of resignation, the Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee. The Trustee may be removed for cause or without cause at any time by an instrument or concurrent instruments in writing delivered to the Trustee and signed by the Owners of a majority in aggregate principal amount of the Bonds then Outstanding. If no Event of Default has occurred and is continuing, or no condition exists which will become an Event of Default as provided in **Section 701(a)**, the Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Trustee and the Owners and signed by the District. The Authority, the District or the Owners of a majority in aggregate principal amount of the Bonds then Outstanding may at any time petition any court of competent jurisdiction for the removal for cause of the Trustee. No resignation or removal of the Trustee shall become effective until a successor Trustee has accepted its appointment under **Section 809**.

Section 807. Appointment of Successor Trustee. If the Trustee hereunder resigns or is removed, or otherwise becomes incapable of acting hereunder, or if it is taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Trustee, acceptable to the Authority, may be appointed by (a) the District, only if no Event of Default has occurred and is continuing under **Section 701(a)**, or (b) the Owners of a majority in aggregate principal amount of the Bonds then Outstanding, by an instrument or concurrent instruments in writing; provided, however, that in case of such vacancy the Authority, by an instrument executed and signed by the Authorized Authority Representative, with the consent of the District, may appoint a temporary Trustee to fill such vacancy until a successor Trustee is appointed by the District or the Owners in the manner above provided; and any such temporary Trustee so appointed by the Authority shall immediately and without further acts be superseded by the successor Trustee so appointed by such Owners. If a successor Trustee or a temporary Trustee has not been so appointed and accepted such appointment within 30 days of a notice of resignation or removal of the current Trustee, the retiring Trustee may petition a court of competent jurisdiction for the appointment of a successor Trustee to act until such time, if any, as a successor has so accepted its appointment. No resignation or removal of the Trustee shall become effective until a successor Trustee has accepted its appointment under **Section 809**.

Section 808. Qualifications of Trustee and Successor Trustees. The Trustee and every successor Trustee appointed hereunder shall be a trust institution or commercial bank with its principal corporate trust office located in the State, shall be in good standing and qualified to accept such trusts, shall be subject to examination by a federal or state bank regulatory Authority, and shall have a reported capital and surplus of not less than \$1,000,000,000. If such institution publishes reports of condition at least annually pursuant to law or regulation, then for the purposes of this Section the capital and surplus of such institution shall be deemed to be its capital and surplus as set forth in its most recent report of condition so published.

Section 809. Vesting of Trusts in Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Authority an instrument in writing accepting such appointment hereunder, and thereupon such successor shall, without any further act, deed or conveyance, become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor and the obligations of the predecessor Trustee hereunder shall cease and terminate; but such predecessor shall, nevertheless, on the written request of the Authority, and upon the payment of such predecessor outstanding fees and expenses, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the Authority be required by any predecessor or successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Authority.

Section 810. Trust Estate May be Vested in Co-Trustee.

(a) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the State) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture or the Agreement, and in particular in case of the enforcement of either upon an Event of Default, or if the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee, or take any other action which may be desirable or necessary in connection therewith, it may be necessary or desirable that the Trustee appoint an individual or institution as a co-trustee or separate trustee, and the Trustee is hereby authorized to appoint such co-trustee or separate trustee.

(b) If the Trustee appoints an additional individual or institution as co-trustee or separate trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, title, interest and lien expressed or intended by this Indenture to be exercised by the Trustee with respect thereto shall be exercisable by such co-trustee or separate trustee but only to the extent necessary to enable such co-trustee or separate trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such co-trustee or separate trustee shall run to and be enforceable by either of them.

(c) Should any deed, conveyance or instrument in writing from the Authority be required by the co-trustee or separate trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the Authority.

(d) If any co-trustee or separate trustee dies, becomes incapable of acting, resigns or is removed, all the properties, rights, powers, trusts, duties and obligations of such co-trustee or separate trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a successor to such co-trustee or separate trustee.

Section 811. Annual Statement; Semi-Annual Statements.

(a) Unless the Trustee is delivering statements more frequently to the District, the Trustee shall render an annual statement for each calendar year ending December 31 to the District, with a copy to the Authority, and if so requested and the expense thereof is paid by such Owner, to any Owner requesting the same. The annual statement shall show in reasonable detail all financial transactions relating to the Trust Estate during the accounting period and shall include a listing of money deposited into the Revenue Fund and the balance in any funds and accounts created by this Indenture as of the beginning and close of such accounting period.

Section 812. Paying Agents; Registrar; Appointment and Acceptance of Duties; Removal.

(a) The Trustee is hereby designated and agrees to act as Paying Agent and as Registrar for and in respect of the Bonds.

(b) The Authority may appoint one or more additional Paying Agents for the Bonds. Each Paying Agent other than the Trustee shall signify its acceptance of the duties and obligations imposed upon it by this Indenture by executing and delivering to the Authority and the Trustee a written acceptance thereof. The Authority may remove any Paying Agent other than the Trustee and any successors thereto, and appoint a successor or successors thereto; provided that any such Paying Agent designated by the Authority shall continue to be a Paying Agent of the Authority for the purpose of paying the principal of and interest on the Bonds until the designation of a successor as such Paying Agent and acceptance by such successor of the appointment. Each Paying Agent is hereby authorized to pay or redeem Bonds when such Bonds are duly presented to it for payment or redemption, which Bonds shall thereafter be delivered to the Trustee for cancellation.

(c) The Paying Agent may at any time resign and be discharged of the duties and obligations created by this Indenture by giving at least 60 days' notice to the Authority and the Trustee. The Paying Agent may be removed by the Authority at any time by an instrument signed by the Authority and filed with the Paying Agent and the Trustee. In the event of the resignation or removal of the Paying Agent, the Paying Agent shall pay over, assign and deliver any moneys held by it in such capacity to its successor or, if there be no successor, to the Trustee.

(d) If the Authority fails to appoint a Paying Agent hereunder, or the Paying Agent resigns or is removed, or is dissolved, or if the property or affairs of the Paying Agent are taken under the control of any state or federal court or administrative body because of bankruptcy or insolvency, or for any other reason, and the Authority has not appointed its successor as Paying Agent, the Trustee shall *ipso facto* be deemed to be the Paying Agent for all purposes of this Indenture until the appointment by the Authority of the Paying Agent or successor Paying Agent, as the case may be. The Trustee shall give each Owner notice by first-class mail of the appointment of a Paying Agent or successor Paying Agent other than the Trustee.

ARTICLE IX

SATISFACTION AND DISCHARGE OF THE INDENTURE

Section 901. Satisfaction and Discharge of the Indenture.

(a) When the principal of and interest on all the Bonds have been paid in accordance with their terms or provision has been made for such payment, as provided in **Section 902**, and provision also is made for paying all other sums payable hereunder, including the fees and expenses of the Authority, the Trustee and any Paying Agents to the date of payment of the Bonds, then the right, title and interest of the Trustee under this Indenture shall thereupon cease, determine and be void, and thereupon the Trustee shall cancel, discharge and release this Indenture and shall execute, acknowledge and deliver to the Authority such instruments of satisfaction and discharge or release as shall be required to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the Authority any property at the time subject to this Indenture which may then be in the Trustee's possession, except amounts required to be paid to the District under **Article IV** and except funds or securities in which such moneys are invested and held by the Trustee for the payment of the principal of and interest on the Bonds.

(b) The Authority is hereby authorized to accept a certificate of the Trustee stating that the whole amount of the principal and interest so due and payable upon all of the Bonds then Outstanding has been paid or provision for such payment has been made in accordance with **Section 902** as evidence of satisfaction of this Indenture, and upon receipt thereof the Authority shall cancel and erase the inscription of this Indenture from its records.

Section 902. Bonds Deemed to Be Paid.

(a) Bonds shall be deemed to be paid within the meaning of this Article when payment of the principal on such Bonds, plus premium, if any, plus interest thereon to the due date thereof (whether such due date is by reason of maturity or upon redemption as provided in this Indenture, or otherwise), either (i) has been made or caused to be made in accordance with the terms hereof, or (ii) provision therefor has been made by depositing with the Trustee, in trust and irrevocably setting aside exclusively for such payment, (A) moneys sufficient to make such payment or (B) non-callable Government Securities maturing as to principal and interest in such amount and at such times as will ensure the availability of sufficient moneys to make such payment or a combination of such moneys and Government Securities. At such time as a Bond is deemed to be paid hereunder as aforesaid, such Bond shall no longer be secured by or be entitled to the benefits of this Indenture, except for the purposes of any such payment from such moneys or Government Securities.

(b) Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed prior to the stated maturities thereof, no deposit under clause (ii) of subsection (a) above shall be deemed a payment of such Bonds as aforesaid until, as to all such Bonds which are to be redeemed prior to their respective stated maturities, proper notice of such redemption has been given in accordance with **Article III** or irrevocable instructions have been given to the Trustee to give such notice.

(c) Notwithstanding any provision of any other Section of this Indenture which may be contrary to the provisions of this Section, all moneys or Government Securities set aside and held in trust pursuant to the provisions of this Section for the payment of Bonds and interest thereon shall be applied to and be used solely for the payment of the particular Bonds and interest thereon with respect to which such moneys and Government Securities have been so set aside in trust.

(d) If the interest earnings on the moneys or Government Securities are necessary to provide for the payment of the Bonds under this Section, the Trustee shall receive a verification report of a firm of independent certified public accountants that the moneys and Government Securities deposited with the Trustee are sufficient to pay when due the principal or redemption price, if any, and interest on the Bonds on or prior to the applicable redemption or maturity date and the Trustee shall have received an opinion of

Bond Counsel (which opinion may be based upon a ruling or rulings of the Internal Revenue Service) to the effect that such deposit will not cause the interest on the Bonds to be included in gross income for purposes of federal income taxation and that all conditions precedent to the satisfaction of this Indenture have been met.

ARTICLE X

SUPPLEMENTAL INDENTURES AND SUPPLEMENTAL FINANCING AGREEMENTS

Section 1001. Supplemental Indentures and Supplemental Financing Agreements Not Requiring Consent of Owners. The Authority and the Trustee (with the consent of the District) may from time to time, without the consent of or notice to any of the Owners, enter into such Supplemental Indenture or Supplemental Indentures as are not inconsistent with the terms and provisions hereof, and the Authority and the District may from time to time, without the consent of or notice to any of the Owners, enter into Supplemental Financing Agreements as are not inconsistent with the terms and provisions thereof, for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission in this Indenture or the Financing Agreement or to release property from the Trust Estate which was included by reason of an error or other mistake;

(b) to grant to or confer upon the Trustee for the benefit of the Owners any additional rights, remedies, powers or Authority that may lawfully be granted to or conferred upon the Owners or the Trustee or either of them;

(c) to subject to this Indenture or the Financing Agreement additional revenues, properties or collateral;

(d) to modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification of this Indenture under the Trust Indenture Act of 1939, as then amended, or any similar federal statute hereafter in effect, or to permit the qualification of the Bonds for sale under the securities laws of any state of the United States;

(e) to provide for the refunding of any Bonds in accordance with the terms hereof;

(f) to issue additional bonds pursuant to **Section 208**;

(g) to evidence the appointment of a separate trustee or the succession of a new trustee hereunder; or

(h) to make any other change which, in the sole judgment of the Trustee and the Authority, does not materially adversely affect the interests of the Owners, the Trustee or the Authority. In exercising such judgment, the Trustee and the Authority may rely on an Opinion of Counsel.

Section 1002. Supplemental Indentures and Financing Agreements Requiring Consent of Owners. In addition to Supplemental Indentures and Supplemental Financing Agreements permitted by **Section 1001** and subject to the terms and provisions contained in this Section, and not otherwise, with the consent of the District and the Owners of not less than a majority in aggregate principal amount of the series of Bonds affected by the changes in the proposed Supplemental Indenture or Supplemental Financing

Agreement, the Authority and the Trustee may from time to time enter into such other Supplemental Indenture or Supplemental Indentures as shall be deemed necessary and desirable by the Authority for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture and the Authority and the District may from time to time enter into such other Supplemental Financing Agreement or Supplemental Financing Agreements as shall be deemed necessary and desirable by the Authority and the District for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in the Financing Agreement or in any Supplemental Indenture or Supplemental Financing Agreement; provided, however, that nothing in this Section contained shall permit or be construed as permitting:

- (a) an extension of the maturity of the principal of, any change in the optional or mandatory redemption of or the scheduled date of payment of interest on any Bond;
- (b) a reduction in the principal amount, redemption premium or any interest payable on any Bond;
- (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds except to the extent provided herein or except as provided in any Supplemental Indenture but solely with respect to Bonds issued pursuant to such Supplemental Indenture;
- (d) a reduction in the aggregate principal amount of Bonds the Owners of which are required for consent to any such Supplemental Indenture; or
- (e) the modification of the rights, duties or immunities of the Trustee, without the written consent of the Trustee.

If at any time the Authority requests the Trustee to enter into any such Supplemental Indenture or the District or the Authority advise the Trustee of their desire to enter into any such Supplemental Financing Agreement for any of the purposes of this Section, the Trustee shall cause notice of the proposed execution of such Supplemental Indenture or Supplemental Financing Agreement to be mailed by first-class mail to each Owner. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture or Supplemental Financing Agreement and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as shall be prescribed by the Authority following the mailing of such notice, the Owners of not less than a majority in aggregate principal amount of the series of Bonds Outstanding affected by the changes in the proposed Supplemental Indenture or Supplemental Financing Agreement at the time of the execution of any such Supplemental Indenture or Supplemental Financing Agreement have consented to and approved the execution thereof as herein provided, no Owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee, the Authority or the District from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Supplemental Indenture or Supplemental Financing Agreement as in this Section permitted and provided, this Indenture or the Financing Agreement, as applicable shall be and be deemed to be modified and amended in accordance therewith.

Section 1003. Opinion of Bond Counsel. Notwithstanding anything to the contrary in **Sections 1001** or **1002**, before the Authority and the Trustee enter into any Supplemental Indenture or Supplemental Financing Agreement pursuant to **Sections 1001** or **1002**, there shall have been delivered to the Trustee and the Authority an Opinion of Bond Counsel stating that such Supplemental Indenture or Supplemental Financing Agreement is authorized or permitted by this Indenture or the Financing Agreement, as applicable, the Act and the CID Act, complies with their respective terms, will, upon the

execution and delivery thereof, be valid and binding upon the Authority or the District and the Authority, as applicable, in accordance with its terms and will not adversely affect the exclusion from federal gross income of interest on any Bonds then Outstanding.

ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 1101. Consents and Other Instruments by Owners. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument (other than the assignment of a Bond) may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the Register. In all cases where Bonds are owned by persons other than the Authority, the District or an assignee of the Authority or the District, in determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by, or held by or for the account of, the Authority, the District or any affiliate or any Person controlling, controlled by or under common control with the Authority or the District, shall be disregarded and deemed not to be Outstanding under this Indenture.

Section 1102. Notices. Except as otherwise provided herein, it shall be sufficient service of any notice, request, complaint, demand or other paper required by this Indenture to be given to or filed with the Authority, the District, the Owners or the Trustee if the same is duly mailed by registered or certified mail, postage prepaid, return receipt requested, or is transmitted electronically and receipt confirmed by telephone or electronic read receipt on the same day, addressed as follows, provided that notices to the Trustee shall be effective only upon receipt:

(a) To the Authority at:

The Industrial Development Authority of St. Charles County, Missouri
5988 Mid Rivers Mall Drive
St. Charles, Missouri 63304
Attention: President
E-mail: sdrachnik@edcscc.com
Telephone: (636) 229-5281

(b) To the Trustee at:

BOKF, N.A.
200 North Broadway, Suite 1710
St. Louis, Missouri 63102
Attention: Corporate Trust Department
E-mail: ausic@bokf.com
Telephone: (314) 379-5280

(c) To the District at:

Fountain Lakes Commerce Center North Community Improvement District
c/o Millstone Capital Advisors, LLC
P.O. Box 16070
St. Louis, Missouri 63105
Attention: Chairman
E-mail: rmillstone@millstoneca.com
Telephone: (314) 450-7799

With a copy to:

Hamilton Weber LLC
200 North Third Street
St. Charles, Missouri 63301
Attention: John Young, Esq.
E-mail: jyoung@hamiltonweber.com
Telephone: (636) 947-4700

(d) To the Purchaser of the Series 2025A Bonds and the Series 2025B Bonds at:

Robert D. Millstone Revocable Trust dated September 27, 1983, and all
subsequent amendments thereto, Robert D. Millstone, Trustee
c/o Millstone Capital Advisors, LLC
P.O. Box 16070
St. Louis, Missouri 63105
Attention: Robert D. Millstone
E-mail: rmillstone@millstoneca.com
Telephone: (314) 450-7799

(e) To the Purchaser of the Series 2025C Bonds at:

Dierbergs Investment Corp.
c/o Dierbergs Markets, Inc.
16690 Swingley Ridge Road, Suite 400
Chesterfield, Missouri 63017
Attention: Brent C. Beumer
E-mail: beumerb@dierbergs.com
Telephone: (636) 812-1364

(f) To the Developer at:

Fountain Lakes Land Holding, LLC and The Millstone Company
c/o Millstone Capital Advisors, LLC
P.O. Box 16070
St. Louis, Missouri 63105
Attention: Robert D. Millstone
E-mail: rmillstone@millstoneca.com
Telephone: (314) 450-7799

With a copy to:

Thompson Coburn LLP
One US Bank Plaza
St. Louis, Missouri 63101
Attention: Deborah K. Rush
E-mail: drush@thompsoncoburn.com
Telephone: (314) 552-6193

(g) To Dierbergs 370 Crossing at:

Dierbergs 370 Crossing, LLC
c/o Dierbergs Markets, Inc.
16690 Swingley Ridge Road, Suite 400
Chesterfield, Missouri 63017
Attention: Brent C. Beumer
E-mail: beumerb@dierbergs.com
Telephone: (636) 812-1364

With a copy to:

Husch Blackwell LLP
8001 Forsyth Boulevard, Suite 1500
St. Louis, Missouri 63105
Attention: Jonathan W. Giokas
E-mail: jonathan.giokas@huschblackwell.com
Telephone: (314) 480-1713

(h) To the Owners at:

By first-class mail addressed to each of the Owners of all Bonds at the time Outstanding, as shown by the Register. Any notice so mailed to the Owners of the Bonds shall be deemed given at the time of mailing whether or not actually received by the Owners.

In the event of any notice to a party other than the Authority, a copy of said notice shall be provided to the Authority. The above parties may from time to time designate, by notice given hereunder to the other parties, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 1103. Limitation of Rights Under the Indenture. With the exception of rights herein expressly conferred and as otherwise provided in this Section, nothing expressed or mentioned in or to be implied by this Indenture or the Bonds is intended or shall be construed to give any Person other than the

parties hereto, the District and the Owners of the Bonds, any right, remedy or claim under or in respect to this Indenture. This Indenture and all of the covenants, representations, conditions and provisions hereof are, except as otherwise provided in this Section, intended to be and are for the sole and exclusive benefit of the parties hereto and the Owners of the Bonds as herein provided.

Section 1104. Suspension of Mail Service. If, because of the temporary or permanent suspension of mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such delivery of notice in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient notice.

Section 1105. Business Days. If any date for the payment of principal of or interest on the Bonds or the taking of any other action hereunder is not a Business Day, then such payment shall be due, or such action shall be taken, on the first Business Day thereafter; provided, however, any interest that accrues on any unmatured or unredeemed Bonds from the due date shall be payable on the next succeeding Interest Payment Date.

Section 1106. Immunity of Officers, Employees and Members of Authority. No recourse shall be had for the payment of the principal of or interest on any of the Bonds or for any claim based thereon or upon any obligation, representation, covenant or agreement in this Indenture contained against any past, present or future officer, director, member, employee or agent of the Authority, the governing body of the Authority, or of any successor public corporation, as such, either directly or through the Authority or any successor public corporation, under any rule of law or equity, statute or constitution, or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, directors, members, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and the issuance of such Bonds.

Section 1107. No Sale. The Authority covenants and agrees that, except as provided herein or in the Financing Agreement, it will not sell, convey, assign, pledge, encumber or otherwise dispose of any part of the moneys subject to this Indenture.

Section 1108. Severability. If any provision of this Indenture is held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or Sections in this Indenture contained shall not affect the remaining portions of this Indenture, or any part thereof.

Section 1109. Execution in Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1110. Governing Law. This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1111. Electronic Means. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, The Industrial Development Authority of St. Charles County, Missouri has caused this Indenture to be signed in its name and behalf and its corporate seal to be hereunto affixed and attested by its duly authorized officers, and to evidence its acceptance of the trusts hereby created, BOKF, N.A., has caused this Indenture to be signed in its name and behalf by its duly authorized officer, all as of the day and year first above written.




[SEAL]

**THE INDUSTRIAL DEVELOPMENT
AUTHORITY OF ST. CHARLES COUNTY,
MISSOURI**

By


Scott J. Drachnik, President

ATTEST:


Assistant Secretary

[Trust Indenture]

BOKF, N.A., as Trustee

By 
Title: Authorized Officer

[Trust Indenture]

EXHIBIT A
FORM OF BONDS

**THIS SERIES 2025A BOND OR ANY PORTION HEREOF MAY
BE TRANSFERRED, ASSIGNED OR NEGOTIATED ONLY AS
PROVIDED IN THE HEREIN DESCRIBED INDENTURE.**

**UNITED STATES OF AMERICA
STATE OF MISSOURI**

Registered
No. R-_____

Registered
\$ _____

**THE INDUSTRIAL DEVELOPMENT AUTHORITY
OF ST. CHARLES COUNTY, MISSOURI**

**SPECIAL ASSESSMENT AND SALES TAX REFUNDING REVENUE BOND
SERIES 2025A
(FOUNTAIN LAKES COMMERCE CENTER NORTH
COMMUNITY IMPROVEMENT DISTRICT PROJECT)**

<u>Rate of Interest¹</u>	<u>Maturity Date</u>	<u>Dated Date</u>
8.50%	April 1, 2065	July 25, 2025

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ DOLLARS

THE INDUSTRIAL DEVELOPMENT AUTHORITY OF ST. CHARLES COUNTY, MISSOURI, a public corporation duly organized and existing under the laws of the State of Missouri (the "Authority"), for value received, hereby promises to pay to the registered owner shown above, or registered assigns, the Principal Amount shown above on the Maturity Date shown above, and to pay interest thereon from the Dated Date shown above or from the most recent Interest Payment Date to which interest has been paid or duly provided for, at the Rate of Interest per annum shown above. Interest shall be payable semiannually on April 1 and October 1 in each year (each, an "Interest Payment Date"), beginning on October 1, 2025. Interest that remains unpaid on any Interest Payment Date shall be compounded semiannually.

Except as otherwise provided herein, the capitalized terms herein shall have the meanings as provided in the Indenture (as hereinafter defined).

¹ Subject to change upon an Event of Taxability as provided in **Section 205(b)** of the Indenture (as hereinafter defined).

The principal of this Series 2025A Bond shall be paid at maturity or upon earlier redemption to the Person in whose name this Series 2025A Bond is registered on the Register at the maturity or redemption date thereof. The interest payable on this Series 2025A Bond on any Interest Payment Date shall be paid by BOKF, N.A., St. Louis, Missouri (the "Trustee") to the person in whose name this Series 2025A Bond is registered on the Register at the close of business on the 15th day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Trustee to the address of such registered Owner shown on the Register or (b) by electronic transfer in the case of an interest payment to such registered Owner upon written notice given to the Trustee not less than 15 days prior to the Record Date for such interest and signed by such registered Owner, containing the electronic transfer instructions including the name of the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed, together with an acknowledgement that an electronic transfer fee is payable. The principal or redemption price of and interest on the Bonds shall be payable by check or draft in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

This Series 2025A Bond is one of an authorized series of fully registered bonds of the Authority designated "The Industrial Development Authority of St. Charles County, Missouri, Special Assessment and Sales Tax Refunding Revenue Bonds, Series 2025A (Fountain Lakes Commerce Center North Community Improvement District Project)." Concurrently with the issuance of the Series 2025A Bonds, the Authority is issuing its Special Assessment and Sales Tax Revenue Bonds, Series 2025B (Fountain Lakes Commerce Center North Community Improvement District Project) (the "Series 2025B Bonds") and its Special Assessment and Sales Tax Revenue Bonds, Series 2025C (Fountain Lakes Commerce Center North Community Improvement District Project) (the "Series 2025C Bonds" and, together with the Series 2025A Bonds and the Series 2025B Bonds, the "Bonds"). *Reference is made to the Indenture for the terms and provisions relating to the Bonds.*

The Bonds are being issued pursuant to a Trust Indenture dated as of July 1, 2025, between the Authority and the Trustee (the "Indenture"), for the purpose of providing funds, together with other legally available funds of the District, to (a) refund the Refunded Obligations, (b) pay certain Reimbursable Project Costs (as defined in the Development Agreement), and (c) pay the costs of issuance of the Bonds, all under the Authority of and in full compliance with the Constitution and laws of the State of Missouri, including particularly the Industrial Development Corporations Act, Chapter 349 of the Revised Statutes of Missouri (the "Act") and the Community Improvement District Act, Sections 67.1401 to 67.1571, inclusive, of the Revised Statutes of Missouri, as amended (the "CID Act").

NOTWITHSTANDING ANY PROVISION IN THE INDENTURE OR IN THE BONDS TO THE CONTRARY, ALL CID SALES TAX REVENUES ARE SUBJECT TO ANNUAL APPROPRIATION BY THE DISTRICT.

The Bonds are subject to redemption as follows:

(a) *Optional Redemption.*

(i) The Series 2025A Bonds are subject to optional redemption by the Authority at the written direction of the District, in whole or in part at any time, at the redemption price equal to 100% of the principal amount of the Series 2025A Bonds to be redeemed plus accrued interest to the redemption date.

(ii) When no Series 2025A Bonds are Outstanding, the Series 2025B Bonds are subject to optional redemption by the Authority at the written direction of the District, in whole or in part at any time, at the redemption price equal to 100% of the principal amount of the Series 2025B Bonds to be redeemed plus accrued interest to the redemption date.

(iii) The Series 2025C Bonds are subject to optional redemption by the Authority at the written direction of the District, in whole or in part at any time, at the redemption price equal to 100% of the principal amount of the Series 2025C Bonds to be redeemed plus accrued interest to the redemption date.

(b) *Special Mandatory Redemption.* Each series of the Bonds are subject to special mandatory redemption, in order of maturity, by the Authority on any Interest Payment Date commencing October 1, 2025, at the redemption price of 100% of the principal amount being redeemed, plus accrued interest thereon to the redemption date, in an amount equal to the amount that is on deposit in the applicable subaccount of the Redemption Account of the Debt Service Fund 40 days before each Interest Payment Date (or if such date is not a Business Day, the immediately preceding Business Day) and that will not be required for payment of interest on such Interest Payment Date; provided, however, that no Series 2025B Bond shall be redeemed while any Series 2025A Bonds are Outstanding.

Bonds shall be redeemed only in Authorized Denominations. When less than all of the Outstanding Bonds are to be redeemed and paid prior to maturity, except as otherwise provided in the Indenture, such Bonds or portions of Bonds to be redeemed shall be selected in Authorized Denominations by the Trustee in such equitable manner as it may determine.

If any of the Bonds are to be called for redemption as aforesaid, notice of redemption, unless waived, is to be given by the Trustee by mailing an official redemption notice by first class mail at least 30 days prior to the date fixed for redemption to the registered Owner of each Bond to be redeemed at the address shown on the Register as of the date of such notice, as more fully described in the Indenture. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Authority defaults in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest, shall no longer be secured by the Indenture and shall not be deemed to be Outstanding under the provisions of the Indenture. Any defect in any notice or the failure of any parties to receive any notice of redemption shall not cause any Bond called for redemption to remain Outstanding.

The Bonds and the interest thereon are special, limited obligations of the Authority payable solely from the Pledged Revenues and other moneys pledged thereto and held by the Trustee as provided in the Indenture, and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the Owners of the Bonds, as provided in the Indenture.

The Bonds and the interest thereon shall not be deemed to constitute a debt or liability of the State or of any political subdivision thereof within the meaning of any State constitutional provision, statutory or charter limitation, and shall not constitute a pledge of the full faith and credit of the Authority, the County, the State or any agency or political subdivision of the State, but shall be payable solely from the funds provided for in the Financing Agreement and in the Indenture. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the Authority, the County, the State or any agency or political subdivision of the State to levy any form of taxation therefor or to make any appropriation for their payment. The County shall not in any event be liable for the payment of the principal of, redemption premium, if any, or interest on the Bonds or for the performance of any pledge, mortgage, obligation or agreement of any

kind whatsoever which may be undertaken by the Authority. No breach by the Authority of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the County, the State or any agency or political subdivision of the State or any charge upon their general credit or against their taxing power. The Authority has no taxing power.

The Bonds are issuable in the form of fully registered bonds in Authorized Denominations.

This Series 2025A Bond may be transferred or exchanged, as provided in the Indenture, only upon the books for the registration, transfer and exchange thereof (the "Register") kept by the Trustee, upon surrender of this Series 2025A Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered Owner or the registered Owner's duly authorized agent, whereupon a new Bond of the same series, maturity and in the same principal amount outstanding as the Bond which was presented for transfer or exchange shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The Authority and the Trustee may deem and treat the person in whose name this Series 2025A Bond is registered on the Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. THE OWNER HEREOF EXPRESSLY AGREES, BY SUCH OWNER'S ACCEPTANCE HEREOF, THAT THE RIGHT TO PURCHASE, TRANSFER, ASSIGN OR NEGOTIATE THIS SERIES 2025A BOND SHALL BE LIMITED TO PURCHASE, TRANSFER, ASSIGNMENT OR NEGOTIATION TO APPROVED INVESTORS, AND UPON (A) THE EXECUTION BY THE PROPOSED PURCHASER OR TRANSFEREE OF A LETTER IN SUBSTANTIALLY THE FORM OF **EXHIBIT D** TO THE INDENTURE, SIGNED BY THE PROPOSED PURCHASER OR TRANSFEREE, SHOWING THAT THE PROPOSED PURCHASER OR TRANSFEREE IS AN APPROVED INVESTOR AND (B) THE PRIOR WRITTEN CONSENT OF THE AUTHORITY PURSUANT TO THE TERMS OF THE INDENTURE.

This Series 2025A Bond shall not be valid or binding on the Authority or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon has been executed by the Trustee.

[Remainder of Page Intentionally Left Blank.]

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bonds have existed, happened and been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, THE INDUSTRIAL DEVELOPMENT AUTHORITY OF ST. CHARLES COUNTY, MISSOURI has executed this Series 2025A Bond by causing it to be signed by the manual or facsimile signature of its President or Vice President and attested by the manual or facsimile signature of its Secretary or Assistant Secretary, and its official seal to be affixed or imprinted hereon, and this Series 2025A Bond to be dated as of the Dated Date shown above.

**THE INDUSTRIAL DEVELOPMENT
AUTHORITY OF ST. CHARLES COUNTY,
MISSOURI**

By _____
President

(SEAL)

ATTEST:

By _____
Assistant Secretary

CERTIFICATE OF AUTHENTICATION

This Series 2025A Bond is one of the Bonds described in the Indenture. The effective date of registration of this Series 2025A Bond is set forth below.

BOKE, N.A., as Trustee

Date

By: _____
Authorized Signatory

ASSIGNMENT

[NOTE RESTRICTIONS ON TRANSFERS AS SET FORTH IN THE INDENTURE]

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Print or Type Name, Address and Social
Security Number or other Taxpayer Identification Number of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____
_____ agent to transfer the within Bond on the books kept by the Trustee for the
registration thereof, with full power of substitution in the premises.

Dated: _____.

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears on the face of the within Bond in every particular.

Medallion Signature Guarantee:

**THIS SERIES 2025[B/C] BOND OR ANY PORTION HEREOF
MAY BE TRANSFERRED, ASSIGNED OR NEGOTIATED ONLY
AS PROVIDED IN THE HEREIN DESCRIBED INDENTURE.**

**UNITED STATES OF AMERICA
STATE OF MISSOURI**

Registered
No. R-_____

Registered
Not to Exceed \$ _____²
(See **Schedule A** attached)

**THE INDUSTRIAL DEVELOPMENT AUTHORITY
OF ST. CHARLES COUNTY, MISSOURI**

**SPECIAL ASSESSMENT AND SALES TAX REVENUE BOND
SERIES 2025[B/C]
(FOUNTAIN LAKES COMMERCE CENTER NORTH
COMMUNITY IMPROVEMENT DISTRICT PROJECT)**

<u>Rate of Interest³</u>	<u>Maturity Date</u>	<u>Dated Date</u>
8.50%	April 1, 2065	July 25, 2025

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: See **SCHEDULE A** attached hereto.

THE INDUSTRIAL DEVELOPMENT AUTHORITY OF ST. CHARLES COUNTY, MISSOURI, a public corporation duly organized and existing under the laws of the State of Missouri (the "Authority"), for value received, hereby promises to pay to the Registered Owner shown above, or registered assigns, the Principal Amount shown from time to time on **Schedule A** attached hereto on the Maturity Date shown above unless called for redemption prior to the Maturity Date, and to pay interest thereon from the effective date of registration shown from time to time on **Schedule A** attached hereto or from the most recent Interest Payment Date to which interest has been paid or duly provided for (computed on the basis of a 360-day year of twelve 30-day months) at the Interest Rate shown above. Interest shall be payable semiannually on April 1 and October 1 in each year (each, an "Interest Payment Date"), beginning on October 1, 2025. Interest that remains unpaid on any Interest Payment Date shall be compounded semiannually.

² **[**FOR SERIES 2025C BONDS ONLY**]** Includes the aggregate principal amount of the Series 2025B Bonds (as hereinafter defined). The total aggregate principal amount of this Series 2025C Bond is not to exceed \$1,791,053.97, *less* the aggregate principal amount of the Series 2025B Bonds actually authenticated and endorsed by the Trustee as provided in **Section 201** of the Indenture (as hereinafter defined).

³ Subject to change upon an Event of Taxability as provided in **Section 205(b)** of the Indenture (as hereinafter defined).

Except as otherwise provided herein, the capitalized terms herein shall have the meanings as provided in the Indenture (as hereinafter defined).

The principal of this Series 2025[B/C] Bond shall be paid at maturity or upon earlier redemption to the Person in whose name this Series 2025[B/C] Bond is registered on the Register at the maturity or redemption date thereof. The interest payable on this Series 2025[B/C] Bond on any Interest Payment Date shall be paid by BOKF, N.A., St. Louis, Missouri (the "Trustee") to the person in whose name this Series 2025[B/C] Bond is registered on the Register at the close of business on the 15th day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Trustee to the address of such registered Owner shown on the Register or (b) by electronic transfer in the case of an interest payment to such registered Owner upon written notice given to the Trustee not less than 15 days prior to the Record Date for such interest and signed by such registered Owner, containing the electronic transfer instructions including the name of the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed, together with an acknowledgement that an electronic transfer fee is payable. The principal or redemption price of and interest on the Bonds shall be payable by check or draft in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

This Series 2025[B/C] Bond is one of an authorized series of fully registered bonds of the Authority designated "The Industrial Development Authority of St. Charles County, Missouri, Special Assessment and Sales Tax Revenue Bonds, Series 2025[B/C] (Fountain Lakes Commerce Center North Community Improvement District Project)." Concurrently with the issuance of the Series 2025[B/C] Bonds, the Authority is issuing its Special Assessment and Sales Tax Refunding Revenue Bonds, Series 2025A (Fountain Lakes Commerce Center North Community Improvement District Project) (the "Series 2025A Bonds") and its Special Assessment and Sales Tax Revenue Bonds, Series 2025[B/C] (Fountain Lakes Commerce Center North Community Improvement District Project) (the "Series 2025[B/C] Bonds" and, together with the Series 2025A Bonds and the Series 2025[B/C] Bonds, the "Bonds"). *Reference is made to the Indenture for the terms and provisions relating to the Bonds.*

The Bonds are being issued pursuant to a Trust Indenture dated as of July 1, 2025, between the Authority and the Trustee (the "Indenture"), for the purpose of providing funds, together with other legally available funds of the District, to (a) refund the Refunded Obligations, (b) pay certain Reimbursable Project Costs (as defined in the Development Agreement), and (c) pay the costs of issuance of the Bonds, all under the Authority of and in full compliance with the Constitution and laws of the State of Missouri, including particularly the Industrial Development Corporations Act, Chapter 349 of the Revised Statutes of Missouri (the "Act") and the Community Improvement District Act, Sections 67.1401 to 67.1571, inclusive, of the Revised Statutes of Missouri, as amended (the "CID Act").

NOTWITHSTANDING ANY PROVISION IN THE INDENTURE OR IN THE BONDS TO THE CONTRARY, ALL CID SALES TAX REVENUES ARE SUBJECT TO ANNUAL APPROPRIATION BY THE DISTRICT.

The Bonds are subject to redemption as follows:

(a) *Optional Redemption.*

(i) The Series 2025A Bonds are subject to optional redemption by the Authority at the written direction of the District, in whole or in part at any time, at the redemption price equal to 100% of the principal amount of the Series 2025A Bonds to be redeemed plus accrued interest to the redemption date.

(ii) When no Series 2025A Bonds are Outstanding, the Series 2025B Bonds are subject to optional redemption by the Authority at the written direction of the District, in whole or in part at any time, at the redemption price equal to 100% of the principal amount of the Series 2025B Bonds to be redeemed plus accrued interest to the redemption date.

(iii) The Series 2025C Bonds are subject to optional redemption by the Authority at the written direction of the District, in whole or in part at any time, at the redemption price equal to 100% of the principal amount of the Series 2025C Bonds to be redeemed plus accrued interest to the redemption date.

(b) *Special Mandatory Redemption.* Each series of the Bonds are subject to special mandatory redemption, in order of maturity, by the Authority on any Interest Payment Date commencing October 1, 2025, at the redemption price of 100% of the principal amount being redeemed, plus accrued interest thereon to the redemption date, in an amount equal to the amount that is on deposit in the applicable subaccount of the Redemption Account of the Debt Service Fund 40 days before each Interest Payment Date (or if such date is not a Business Day, the immediately preceding Business Day) and that will not be required for payment of interest on such Interest Payment Date; provided, however, that no Series 2025B Bond shall be redeemed while any Series 2025A Bonds are Outstanding.

Bonds shall be redeemed only in Authorized Denominations. When less than all of the Outstanding Bonds are to be redeemed and paid prior to maturity, except as otherwise provided in the Indenture, such Bonds or portions of Bonds to be redeemed shall be selected in Authorized Denominations by the Trustee in such equitable manner as it may determine.

If any of the Bonds are to be called for redemption as aforesaid, notice of redemption, unless waived, is to be given by the Trustee by mailing an official redemption notice by first class mail at least 30 days prior to the date fixed for redemption to the registered Owner of each Bond to be redeemed at the address shown on the Register as of the date of such notice, as more fully described in the Indenture. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Authority defaults in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest, shall no longer be secured by the Indenture and shall not be deemed to be Outstanding under the provisions of the Indenture. Any defect in any notice or the failure of any parties to receive any notice of redemption shall not cause any Bond called for redemption to remain Outstanding.

The Bonds and the interest thereon are special, limited obligations of the Authority payable solely from the Pledged Revenues and other moneys pledged thereto and held by the Trustee as provided in the Indenture, and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the Owners of the Bonds, as provided in the Indenture.

The Bonds and the interest thereon shall not be deemed to constitute a debt or liability of the State or of any political subdivision thereof within the meaning of any State constitutional provision, statutory or charter limitation, and shall not constitute a pledge of the full faith and credit of the Authority, the County, the State or any agency or political subdivision of the State, but shall be payable solely from the funds provided for in the Financing Agreement and in the Indenture. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the Authority, the County, the State or any agency or political subdivision of the State to levy any form of taxation therefor or to make any appropriation for their payment. The County shall not in any event be liable for the payment of the principal of, redemption premium, if any,

or interest on the Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Authority. No breach by the Authority of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the County, the State or any agency or political subdivision of the State or any charge upon their general credit or against their taxing power. The Authority has no taxing power.

The Bonds are issuable in the form of fully registered bonds in Authorized Denominations.

This Series 2025[B/C] Bond may be transferred or exchanged, as provided in the Indenture, only upon the books for the registration, transfer and exchange thereof (the "Register") kept by the Trustee, upon surrender of this Series 2025[B/C] Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered Owner or the registered Owner's duly authorized agent, whereupon a new Bond of the same series, maturity and in the same principal amount outstanding as the Bond which was presented for transfer or exchange shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The Authority and the Trustee may deem and treat the person in whose name this Series 2025[B/C] Bond is registered on the Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. THE OWNER HEREOF EXPRESSLY AGREES, BY SUCH OWNER'S ACCEPTANCE HEREOF, THAT THE RIGHT TO PURCHASE, TRANSFER, ASSIGN OR NEGOTIATE THIS SERIES 2025[B/C] BOND SHALL BE LIMITED TO PURCHASE, TRANSFER, ASSIGNMENT OR NEGOTIATION TO APPROVED INVESTORS AND UPON (A) THE EXECUTION BY THE PROPOSED PURCHASER OR TRANSFEREE OF A LETTER IN SUBSTANTIALLY THE FORM OF **EXHIBIT D** TO THE INDENTURE, SIGNED BY THE PROPOSED PURCHASER OR TRANSFEREE, SHOWING THAT THE PROPOSED PURCHASER OR TRANSFEREE IS AN APPROVED INVESTOR AND (B) THE PRIOR WRITTEN CONSENT OF THE AUTHORITY PURSUANT TO THE TERMS OF THE INDENTURE.

This Series 2025[B/C] Bond shall not be valid or binding on the Authority or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon has been executed by the Trustee.

[Remainder of Page Intentionally Left Blank.]

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bonds have existed, happened and been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, THE INDUSTRIAL DEVELOPMENT AUTHORITY OF ST. CHARLES COUNTY, MISSOURI has executed this Series 2025[B/C] Bond by causing it to be signed by the manual or facsimile signature of its President or Vice President and attested by the manual or facsimile signature of its Secretary or Assistant Secretary, and its official seal to be affixed or imprinted hereon, and this Series 2025[B/C] Bond to be dated as of the Dated Date shown above.

**THE INDUSTRIAL DEVELOPMENT
AUTHORITY OF ST. CHARLES COUNTY,
MISSOURI**

By _____
President

(SEAL)

ATTEST:

By _____
Assistant Secretary

ASSIGNMENT

[NOTE RESTRICTIONS ON TRANSFERS AS SET FORTH IN THE INDENTURE]

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Print or Type Name, Address and Social
Security Number or other Taxpayer Identification Number of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____
_____ agent to transfer the within Bond on the books kept by the Trustee for the
registration thereof, with full power of substitution in the premises.

Dated: _____.

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears on the face of the within Bond in every particular.

Medallion Signature Guarantee:

SCHEDULE A

CERTIFICATE OF AUTHENTICATION

This Series 2025[B/C] Bond is one of the Bonds described in the within-mentioned Indenture.

<u>Date⁽¹⁾</u>	<u>Additions to Principal Amount⁽²⁾</u>	<u>Principal Amount Paid</u>	<u>Outstanding Principal Amount</u>	<u>Authorized Signatory of Trustee</u>
_____, 20__	\$	\$	\$	
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				

⁽¹⁾ Date of acceptance by the District of related Certificate of Reimbursable Project Costs (which constitutes Date of Registration with respect to such portion of the Series 2025[B/C] Bond) or Interest Payment Date.

⁽²⁾ **[**FOR SERIES 2025C BONDS ONLY**]** The total aggregate additions to principal amount of this Series 2025C Bonds may not exceed \$1,291,053.97 until such time as the Developer’s delivery and the District’s acceptance or deemed acceptance of the Certificate of Substantial Completion pursuant to **Section 5.4** of the Development Agreement.

EXHIBIT B

FORM OF WRITTEN REQUEST FROM THE COSTS OF ISSUANCE ACCOUNT

Request No. _____

Date: _____

WRITTEN REQUEST FOR DISBURSEMENTS FROM THE COSTS OF ISSUANCE ACCOUNT OF THE PROJECT FUND – THE INDUSTRIAL DEVELOPMENT AUTHORITY OF ST. CHARLES COUNTY, MISSOURI, SPECIAL ASSESSMENT AND SALES TAX REFUNDING REVENUE BONDS, SERIES 2025A (FOUNTAIN LAKES COMMERCE CENTER NORTH COMMUNITY IMPROVEMENT DISTRICT PROJECT), SPECIAL ASSESSMENT AND SALES TAX REVENUE BONDS, SERIES 2025B (FOUNTAIN LAKES COMMERCE CENTER NORTH COMMUNITY IMPROVEMENT DISTRICT PROJECT) AND SPECIAL ASSESSMENT AND SALES TAX REVENUE BONDS, SERIES 2025C (FOUNTAIN LAKES COMMERCE CENTER NORTH COMMUNITY IMPROVEMENT DISTRICT PROJECT)

To: BOKF, N.A., as Trustee
200 North Broadway, Suite 1710
St. Louis, Missouri 63102
Attention: Corporate Trust Department

As Trustee under the Trust Indenture dated as of July 1, 2025, between The Industrial Development Authority of St. Charles County, Missouri and the Trustee (the “Indenture”), the Fountain Lakes Commerce Center North Community Improvement District (the “District”) requests payment from Costs of Issuance Account of the Project Fund in accordance with this request and **Section 404** of the Indenture and hereby states and certifies as follows:

1. The date and number of this request are as set forth above.
2. All terms in this request shall have and are used with the meanings specified in the Indenture.
3. The names of the persons, firms or corporations to whom the payments requested hereby are due, the amounts to be paid and the description of the costs for which each obligation requested to be paid hereby was incurred are as set forth on **Attachment I** hereto.
4. Each item for which payment is requested is a proper cost of issuance that was incurred in connection with the issuance of the Bonds, the amount of this request is justly due and owing and has not been the subject of another requisition which was paid.

**FOUNTAIN LAKES COMMERCE CENTER
NORTH COMMUNITY IMPROVEMENT
DISTRICT**

By: _____
Authorized District Representative

ATTACHMENT I

TO WRITTEN REQUEST FOR DISBURSEMENTS FROM THE COSTS OF ISSUANCE ACCOUNT OF THE PROJECT FUND – THE INDUSTRIAL DEVELOPMENT AUTHORITY OF ST. CHARLES COUNTY, MISSOURI, SPECIAL ASSESSMENT AND SALES TAX REFUNDING REVENUE BONDS, SERIES 2025A (FOUNTAIN LAKES COMMERCE CENTER NORTH COMMUNITY IMPROVEMENT DISTRICT PROJECT), SPECIAL ASSESSMENT AND SALES TAX REVENUE BONDS, SERIES 2025B (FOUNTAIN LAKES COMMERCE CENTER NORTH COMMUNITY IMPROVEMENT DISTRICT PROJECT) AND SPECIAL ASSESSMENT AND SALES TAX REVENUE BONDS, SERIES 2025C (FOUNTAIN LAKES COMMERCE CENTER NORTH COMMUNITY IMPROVEMENT DISTRICT PROJECT)

REQUEST NO. _____

DATE: _____

SCHEDULE OF PAYMENTS REQUESTED

Person, firm or corporation to whom payment is due	Amount to be paid	General classification and description of the cost of issuance for which the obligation to be paid was incurred
---	----------------------	--

EXHIBIT C

LEGAL DESCRIPTION OF THE AREA FROM WHICH NET REVENUES ARE DERIVED



COMMISSIONER
TREASURER
REVENUE



February 6, 2015
202.494 Acres

Community Improvement District South, Including Portion within Highway 370 Right-of-Way

A tract of land being part of U.S. Survey 205, Fractional Section 13 and Fractional Section 24, 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 Southwest corner of Lot 2 "Elm Point Corners", a subdivision according to the plat thereof as recorded in Plat Book 36 Page 321 of the St. Charles County Records, said point being also 38.22 feet perpendicularly distant Northwest of the centerline of Elm Point Industrial Drive, centerline Station 134+17.03, said point being also the most Eastern corner of Lot 22 of "Fountain Lakes Commerce Center Plat Five", a subdivision according to the plat thereof as recorded in Plat Book 39 Page 243 of said records; thence along the North right-of-way line of Elm Point Industrial Drive, South 43 degrees 38 minutes 44 seconds West 207.03 feet to a point; thence along the Southwest line of said Lot 22 the following courses and distances; North 31 degrees 01 minutes 22 seconds West 153.70 feet; along a curve to the left whose chord bears North 54 degrees 28 minutes 33 seconds West 231.63 feet and whose radius point bears South 58 degrees 58 minutes 38 seconds West 291.00 feet from the last mentioned point, an arc distance of 238.23 feet; and North 77 degrees 55 minutes 43 seconds West 82.52 feet to the actual POINT OF BEGINNING of the description herein, said point being also in the Northern line of Lot 1 of "Park South of 370", a subdivision according to the plat thereof as recorded in Plat Book 40 Pages 46-47 of said records; thence leaving said North line of Lot 1, South 11 degrees 09 minutes 03 seconds West 211.70 feet to a point in the South line of said Lot 1; thence along said South line, along a curve to the right whose chord bears South 58 degrees 43 minutes 44 seconds East 216.72 feet and whose radius point bears South 11 degrees 09 minutes 03 seconds West 315.00 feet from the last mentioned point, and arc distance of 221.24 feet; thence leaving said South line of Lot 1, South 44 degrees 15 minutes 29 seconds East 177.60 feet to a point in the South right-of-way line of Elm Point Road (Variable Width); thence along said South right-of-way line the following courses and distances; South 45 degrees 44 minutes 31 seconds West 440.22 feet; along a curve to the right whose chord bears South 56 degrees 25 minutes 57 seconds West 367.16 feet and whose radius point bears North 44 degrees 18 minutes 32 seconds West 985.00 feet from the last mentioned point, an arc distance of 369.32 feet South 22 degrees 49 minutes 34 seconds East 51.57 feet; and South 75 degrees 33 minutes 57 seconds West 920.00 feet to a point; thence leaving said South right-of-way line of Elm Point Road (Variable Width) and along the Southerly prolongation of the East line of property conveyed to "Elm Point Village, L.L.C." by deed recorded in Book 2433 Page 1492 of said records and along the East line thereof, North 30 degrees 33 minutes 10 seconds West 2288.61 feet to a point; thence leaving said East line of "Elm Point Village, L.L.C." property the following courses and distances; along a curve to the right whose chord bears North 04 degrees 50 minutes 46 seconds West 341.42 feet and whose radius point bears North 68 degrees 48 minutes 22 seconds East 606.50 feet from the last mentioned point, an arc distance of 346.09 feet; North 11 degrees 30 minutes 05 seconds East 528.51 feet and

BAX ENGINEERING CO.
221 Point West Blvd.
St. Charles, MO 63301
636-928-5552 FAX 928-1718



STATE OF MISSOURI
PLANNING
SURVEYING

Mark E. Collins



South 78 degrees 29 minutes 55 seconds East 258.74 feet to a point in the East line of aforesaid Lot 1 of Park South of 370th; thence along said East line of Lot 1 the following courses and distances; North 11 degrees 30 minutes 05 seconds East 68.87 feet; along a curve to the left whose chord bears North 07 degrees 10 minutes 22 seconds West 346.44 feet and whose radius point bears North 78 degrees 29 minutes 55 seconds West 541.00 feet from the last mentioned point, an arc distance of 352.65 feet; North 25 degrees 50 minutes 50 seconds West 135.51 feet; along a curve to the left whose chord bears North 43 degrees 50 minutes 31 seconds West 102.57 feet and whose radius point bears South 64 degrees 09 minutes 10 seconds West 166.00 feet from the last mentioned point, an arc distance of 104.27 feet; North 61 degrees 50 minutes 13 seconds West 5.00 feet; along a curve to the right whose chord bears North 56 degrees 19 minutes 35 seconds West 11.33 feet and whose radius point bears North 28 degrees 09 minutes 47 seconds East 59.00 feet from the last mentioned point, an arc distance of 11.35 feet; and North 50 degrees 48 minutes 57 seconds West 96.97 feet to a point in the Southern right-of-way line of Missouri State Route 370, said point being 150.00 feet perpendicularly distant South of Missouri State Route 370 Centerline Station 336+32.00; thence along said Southern right-of-way line the following courses and distances; along a curve to the right whose chord bears South 81 degrees 54 minutes 32 seconds East 64.44 feet and whose radius point bears South 07 degrees 24 minutes 40 seconds West 2714.79 feet from the last mentioned point, an arc distance of 64.44 feet; South 76 degrees 12 minutes 45 seconds East 283.81 feet; South 72 degrees 41 minutes 09 seconds East 240.01 feet; South 62 degrees 05 minutes 07 seconds East 89.90 feet; thence leaving the said Southern right-of-way line, North 21 degrees 45 minutes 01 seconds East 380.81 feet to a point on the Northern right-of-way line of said Missouri State Route 370; thence along the said Northern right-of-way line of Missouri State Route 370, the following courses and distances, South 79 degrees 52 minutes 43 seconds East 650.48 feet; and North 64 degrees 40 minutes 33 seconds East 131.02 feet to the West right-of-way line of New Town Boulevard (formerly Elm Street); thence leaving the said West right-of-way line of New Town Boulevard (formerly Elm Street); North 86 degrees 57 minutes 10 seconds East 123.71 feet to the East edge of pavement of New Town Boulevard (formerly Elm Street); thence along said East edge of pavement, the following courses and distances North 03 degrees 02 minutes 50 seconds West 312.89 feet; North 06 degrees 39 minutes 08 seconds West 19.13 feet; North 01 degrees 42 minutes 23 seconds West 342.36 feet; North 01 degrees 30 minutes 59 seconds West 590.15 feet; and North 88 degrees 27 minutes 56 seconds East 7.81 feet to the Southwest corner of property conveyed to First National Bank by deed recorded in Book 4169 Page 147 of the St. Charles County Records; thence along the South line of said First National Bank property, North 88 degrees 27 minutes 56 seconds East 299.33 feet to a point being the Southeast corner of Lot 23C of said "Resubdivision of Lot 23 of Fountain Lakes Commerce Center, Plat Six"; thence along the East line of said Lot 23C, North 01 degrees 32 minutes 04 seconds West 238.86 feet to a point in the South right-of-way line of Bangert Drive (variable width); thence along said South right-of-way line the following courses and distances: North 83 degrees 51 minutes 24 seconds East 12.09 feet and North 88 degrees 40 minutes 58 seconds East 174.23 feet to a point in the West line of Lot 23A of said "Resubdivision of Lot 23 of Fountain Lakes Commerce Center, Plat Six"; thence along the West and Southwest lines of said Lot 23A the following courses and distances: South 01 degrees 31 minutes 47 seconds East 71.74 feet and South 47 degrees 45 minutes 34 seconds East 600.15 feet to a point at the most Eastern corner of aforesaid Lot 23 B; thence along the Southeast line



of said Lot 23B, South 42 degrees 14 minutes 26 seconds West 528.80 feet to a point in the Southern line of property conveyed to the City of St. Charles by deed recorded in Book 330 Page 56 of said records; thence along the South line of said City of St. Charles property the following courses and distances: South 74 degrees 32 minutes 04 seconds East 173.13 feet and South 47 degrees 43 minutes 49 seconds East 1899.74 feet to the point of intersection of said Southern line of City of St. Charles property with the Eastern line of property conveyed to The Millstone Company as Parcel No. 8 by deed recorded in Book 2524 Page 979 of said records; thence along said East line of Parcel No. 8, South 58 degrees 05 minutes 53 seconds West 495.69 feet to a point in the North line of Missouri State Highway 370, said point being 150.00 feet perpendicularly distant North of Missouri State Highway 370 centerline Station 371+06.19; thence along the Southwestwardly prolongation of said East line, South 58 degrees 05 minutes 53 seconds West 103.05 feet; thence South 19 degrees 51 minutes 22 seconds West 219.00 feet to a point on the South right-of-way line of Missouri State Highway 370; thence along the said South right-of-way line of Missouri State Highway 370, the following courses and distances, North 70 degrees 08 minutes 38 seconds West 365.86 feet; and North 77 degrees 35 minutes 20 seconds West 304.53 feet to a point on the North line of "Knobbe Subdivision", a subdivision according to the plat recorded in Plat Book 35, Page 97 of the St. Charles County Records; thence along the said North and West lines of said "Knobbe Subdivision", the following courses and distances, North 88 degrees 49 minutes 59 seconds West 624.63 feet; South 30 degrees 35 minutes 41 seconds East 105.45 feet; and South 60 degrees 49 minutes 44 seconds West 81.38 feet to a point on the Northeast right-of-way line of Elm Street, variable width; thence South 60 degrees 51 minutes 21 seconds West 140.00 feet, said point being on the Southwest right-of-way line of said Elm Street; thence along said Southwest right-of-way line of Elm Street, along a curve to the left whose chord bears South 29 degrees 20 minutes 34 seconds East 13.94 feet and whose radius point bears North 60 degrees 51 minutes 21 seconds East 2009.86 feet from the last mentioned point, an arc distance of 13.94 feet to a point in the Northwest line of "Resubdivision of Lot 19 of Fountain Lakes Commerce Center Plat Four", a subdivision according to the plat thereof as recorded in Plat Book 40 Page 126 of said records; thence along the Northwest, Southwest and Southeast lines of said plat the following courses and distances; South 59 degrees 04 minutes 01 seconds West 99.86 feet; South 63 degrees 17 minutes 02 seconds West 100.05 feet; South 33 degrees 04 minutes 33 seconds East 622.57 feet; and North 57 degrees 29 minutes 00 seconds East 68.79 feet to a point in the Southwest line of Millstone Corporate Drive (80' wide); thence along said Southwest line, South 31 degrees 24 minutes 21 seconds East 74.96 feet to a point in the Northwest line of Lot 20 of "Fountain Lakes Commerce Center Plat Four", a subdivision according to the plat thereof as recorded in Plat Book 39 Page 65 of the said records; thence along said Northwest line of Lot 20, South 59 degrees 00 minutes 21 seconds West 5.68 feet and South 65 degrees 20 minutes 56 seconds West 34.70 feet to a point in the Southwest line of said Lot 20; thence along said Southwest line of Lot 20 and Lot 21 of said "Fountain Lakes Commerce Center Plat Four", South 52 degrees 59 minutes 50 seconds East 516.71 feet to a point in the Northwest line of aforesaid Lot 22 of "Fountain Lakes Commerce Center Plat Five"; thence along said Northwest line, South 39 degrees 56 minutes 06 seconds West 198.86 feet to the POINT OF BEGINNING and containing 202.494 acres according to calculations by Bax Engineering Company during January, 2015.

BOUNDARY MAP OF DISTRICT

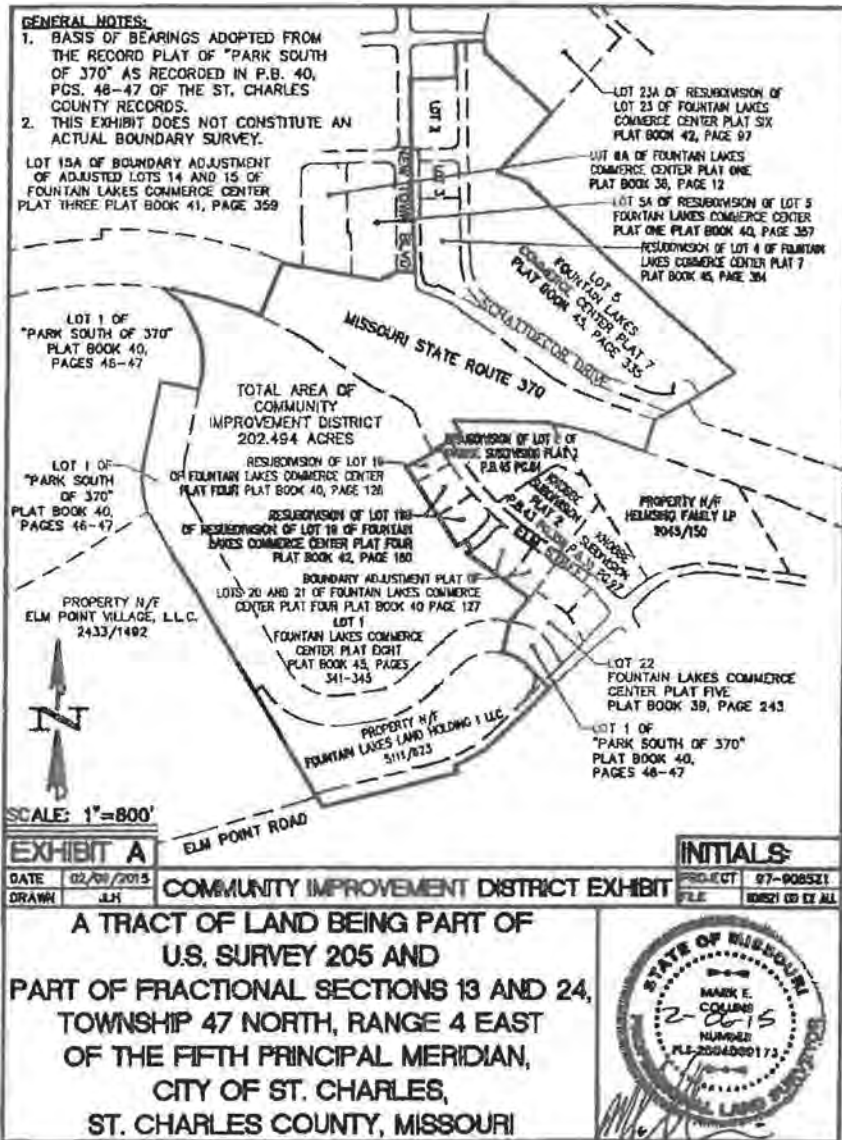


EXHIBIT D

PURCHASER'S LETTER OF REPRESENTATIONS

The Industrial Development Authority
of St. Charles County, Missouri
St. Charles, Missouri

Fountain Lakes Commerce Center
North Community Improvement District
St. Charles, Missouri

BOKF, N.A., as Trustee
St. Louis, Missouri

Re: The Industrial Development Authority of St. Charles County, Missouri – Special Assessment and Sales Tax [Refunding] Revenue Bonds, Series 2025[A/B/C] (Fountain Lakes Commerce Center North Community Improvement District Project)

Ladies and Gentlemen:

This letter is to provide you with certain representations and agreements with respect to the purchase by the undersigned of \$_____ principal amount of the above-referenced bonds (the “Bonds”), issued by The Industrial Development Authority of St. Charles County, Missouri (the “Authority”). The Bonds are secured in the manner set forth in the Trust Indenture dated as of July 1, 2025 (the “Indenture”), between the Authority and BOKF, N.A., as Trustee. *Except as otherwise provided herein, the capitalized terms herein shall have the meanings as provided in the Indenture.*

The undersigned hereby represents to each of you and agrees with each of you, as follows:

1. The undersigned has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of limited revenue obligations, to be able to evaluate the risks and merits of the investment represented by the purchase by the undersigned of the Bonds. The undersigned is able to bear the economic risk represented by the purchase by the undersigned of the Bonds. The undersigned understands that the Bonds are repayable solely from Pledged Revenues (as defined in the Indenture), subject to annual appropriation by the Board of Directors of the Fountain Lakes Commerce Center North Community Improvement District (the “District”) with respect to Net Revenues consisting of CID Sales Tax Revenues.

2. The undersigned has made its own inquiry and analysis with respect to or affecting the likelihood of the payment of the Bonds. The undersigned has been given access, without restriction or limitation, to all information to which a reasonable investor would attach significance in making investment decisions, and the undersigned has had the opportunity to ask questions of and receive answers from knowledgeable individuals concerning the Bonds, this financing transaction, the District, [and the Developer and Dierbergs 370 Crossing].

3. As a sophisticated investor, the undersigned has made its own decision to purchase the Bonds based solely upon its own inquiry and analysis.

4. The undersigned understands that the Bonds do not constitute an indebtedness of the Authority or the District or a loan or credit thereof within the meaning of any constitutional or statutory debt limitation or restriction.

5. The undersigned is familiar with and has counsel who are familiar with the federal and state legislation, rules, regulations and case law pertaining to the transfer and distribution of securities, including, but not limited to, disclosure obligations of the seller incident to any such transfer or distribution. The undersigned hereby covenants and agrees that the undersigned will not sell, offer for sale, pledge, transfer, convey, hypothecate, mortgage or dispose of the Bonds or any interest therein in violation of applicable federal or state law or in violation of restrictions on sale, assignment, negotiation or transfer of the Bonds as set forth in paragraph 7 below.

6. The undersigned is purchasing the Bonds for its own account for investment (and not on behalf of another) and has no present intention of reselling the Bonds or dividing its interest therein; but the undersigned reserves the right to sell, offer for sale, pledge, transfer, convey, hypothecate, mortgage or dispose of the Bonds at some future date determined by it, provided that such disposition is not in violation of restrictions on sale, assignment, negotiation or transfer of the Bonds as set forth in paragraph 7 below.

7. The undersigned acknowledges that the right to sell, assign, negotiate or otherwise transfer the Bonds shall be limited to the sale, assignment, negotiation or transfer to Approved Investors with the prior written consent of the Authority, which consent shall not be unreasonably withheld.

8. The undersigned agrees to indemnify and hold you harmless from any and all claims, judgments, attorneys' fees and expenses of whatsoever nature, whether relating to litigation or otherwise, resulting from any attempted or effected sale, offer for sale, pledge, transfer, conveyance, hypothecation, mortgage or disposition of the Bonds in violation of this letter.

9. The undersigned has satisfied itself that the Bonds may be legally purchased by the undersigned.

10. The undersigned represents to each of you that the undersigned is an Approved Investor as defined in the Indenture.

Sincerely,

as Purchaser

By: _____

Title: _____

EXHIBIT B

FINANCING AGREEMENT

[On file in the office of the Secretary of the District]

FINANCING AGREEMENT

Dated as of July 1, 2025

between

**THE INDUSTRIAL DEVELOPMENT AUTHORITY
OF ST. CHARLES COUNTY, MISSOURI**

and the

**FOUNTAIN LAKES COMMERCE CENTER NORTH
COMMUNITY IMPROVEMENT DISTRICT**

Relating to:

The Industrial Development Authority of St. Charles County, Missouri

\$4,149,206.35

**Special Assessment and Sales Tax Refunding Revenue Bonds
Series 2025A
(Fountain Lakes Commerce Center North
Community Improvement District Project)**

Not to Exceed

\$500,000

**Special Assessment and Sales Tax Revenue Bonds
Series 2025B**

**(Fountain Lakes Commerce Center North
Community Improvement District Project)**

Not to Exceed

\$1,791,053.97

**Special Assessment and Sales Tax Revenue Bonds
Series 2025C**

**(Fountain Lakes Commerce Center North
Community Improvement District Project)**

Certain rights, title and interest of The Industrial Development Authority of St. Charles County, Missouri in this Financing Agreement have been pledged and assigned to BOKF, N.A., St. Louis, Missouri, as Trustee, under a Trust Indenture dated as of July 1, 2025, between the Authority and the Trustee.

FINANCING AGREEMENT

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Exhibit A - Form of Monthly Report

FINANCING AGREEMENT

THIS FINANCING AGREEMENT, dated as of July 1, 2025 (“Financing Agreement”), between **THE INDUSTRIAL DEVELOPMENT AUTHORITY OF ST. CHARLES COUNTY, MISSOURI**, a public corporation duly organized and existing under the laws of the State of Missouri (the “Authority”) and the **FOUNTAIN LAKES COMMERCE CENTER NORTH COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district and political subdivision of the State of Missouri (the “District”);

WITNESSETH:

1. The Authority is authorized and empowered under Chapter 349 of the Revised Statutes of Missouri, as amended (the “Act”) to purchase, construct, extend, improve, and equip certain projects (as defined in the Act) and to issue industrial revenue bonds for the purpose of providing funds to pay the costs of such projects.

2. Pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571, inclusive, of the Revised Statutes of Missouri, as amended (the “CID Act”) and Ordinance No. 08-185 adopted on September 3, 2008, the City of St. Charles, Missouri (the “City”) approved the formation of the Fountain Lakes Commerce Center North Community Improvement District as a political subdivision of the State of Missouri (the “District”).

3. Pursuant to the CID Act and Ordinance No. 08-248 adopted on November 18, 2008, the City approved the formation of the Fountain Lakes Commerce Center South Community Improvement District as a political subdivision of the State of Missouri (the “South District”).

4. On May 19, 2015, the City adopted Ordinance No. 15-127 approving a petition to add real property to the District’s boundaries, including all of the real property located in the South District, to consolidate the projects and reduce the administrative and operating costs of the districts.

5. The voters of the District have approved the imposition of, and the District has imposed, a sales and use tax (the “CID Sales Tax”) and a special assessment (the “CID Special Assessment”) for the purpose of financing the costs of certain public improvements and services in the District (the “Project”) and paying the costs of formation and operation of the District and the South District.

6. Pursuant to an Amended and Restated Cooperative Agreement and Intergovernmental Cooperation Agreement dated September 4, 2015, by and among the District, the South District, Fountain Lakes Land Holding, LLC (“Fountain Lakes”) and The Millstone Company (“Millstone” and, together with Fountain Lakes, the “Developer”), the District assumed all assets and liabilities of the South District.

7. On November 29, 2018, the Authority, at the request of the District, issued its Special Assessment and Sales Tax Revenue Bonds, Series 2018A (Fountain Lakes Commerce Center North Community Improvement District Project) in the aggregate principal amount of not to exceed \$3,749,214.81 (the “Series 2018A Bonds”), pursuant to the Trust Indenture dated as of November 1, 2018 (the “2018 Indenture”), between the Authority and BOKF, N.A., as trustee (the “2018 Trustee”), for the purpose of providing funds, together with other legally available funds of the District, to (i) pay certain reimbursable project costs for portions of the Project completed by the Developer, and (ii) pay the costs of issuance of the Series 2018A Bonds.

8. On April 1, 2021, the District issued its Taxable Subordinate Special Assessment and Sales Tax Revenue Note, Series 2021 (Fountain Lakes Commerce Center North Community Improvement District Project) in the aggregate principal amount of not to exceed \$696,398.49 (the "Series 2021 Note" and, together with the Series 2018A Bonds, the "Refunded Obligations"), for the purpose of evidencing the Developer's right to receive reimbursement for certain reimbursable project costs for additional portions of the Project completed or to be completed by the Developer.

9. In connection with the additional redevelopment of a portion of the area included in the boundaries of the District, the District, the Developer and Dierbergs 370 Crossing, LLC ("Dierbergs 370 Crossing") have entered into a Development Agreement dated July 25, 2025 (as amended from time to time, the "Development Agreement"), whereby the Developer and Dierbergs 370 Crossing agreed, among other matters, to each design and construct a portion of the Project on behalf of the District, and to advance all costs and expenses of their respective portions of the Project and, in consideration thereof, the District agreed, among other matters, to (a) refinance the Refunded Obligations, and (b) issue, or cause to be issued, revenue obligations to reimburse the Developer (or its designee) and Dierbergs 370 Crossing (or its designee) for future Reimbursable Project Costs (as defined in the Development Agreement).

10. On May 23, 2025, the Board of Directors of the Authority adopted a resolution (the "Authority Bond Resolution") authorizing the issuance of (a) \$4,149,206.35 aggregate principal amount of Special Assessment and Sales Tax Refunding Revenue Bonds, Series 2025A (Fountain Lakes Commerce Center North Community Improvement District Project) (the "Series 2025A Bonds"), for the purpose of providing funds, together with other legally available funds of the District, to refund the Refunded Obligations; (b) not to exceed \$500,000 aggregate principal amount of Special Assessment and Sales Tax Revenue Bonds, Series 2025B (Fountain Lakes Commerce Center North Community Improvement District Project) (the "Series 2025B Bonds"), for the purpose of evidencing the Developer's right to receive reimbursement for certain Reimbursable Project Costs for additional portions of the Project to be completed by the Developer; and (c) not to exceed \$1,791,053.97 aggregate principal amount of Special Assessment and Sales Tax Revenue Bonds, Series 2025C (Fountain Lakes Commerce Center North Community Improvement District Project) (the "Series 2025C Bonds" and, together with the Series 2025A Bonds and the Series 2025B Bonds, the "Bonds"), for the purpose of evidencing Dierbergs 370 Crossing's right to receive reimbursement for certain Reimbursable Project Costs for additional portions of the Project to be completed by Dierbergs 370 Crossing and for the costs of issuing the Bonds, all pursuant to a Trust Indenture dated as of July 1, 2025 (the "Indenture"), by and between the Authority and BOKF, N.A., as trustee (the "Trustee").

11. On May 19, 2025, the District adopted a resolution (the "District Bond Resolution") (a) approving the Authority's issuance of the Bonds pursuant to this Indenture to be secured by a pledge and assignment of a portion of the revenues received by the District from the imposition of the CID Sales Tax and the CID Special Assessment, and (b) authorizing the execution of this Financing Agreement and other documents in connection with the issuance of the Bonds.

12. Pursuant to the foregoing, the Authority and the District are authorized to execute and deliver this Financing Agreement for the purpose of securing the Bonds.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the Authority and the District do hereby covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. Capitalized terms not defined in this Financing Agreement shall have the meanings set forth in the Indenture.

Section 1.2. Rules of Interpretation. For all purposes of this Financing Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Words importing the singular number shall include the plural and vice versa and words importing person shall include firms, associations and corporations, including public bodies, as well as natural persons.

(c) The table of contents hereto and the headings and captions herein are not a part of this document.

(d) Terms used in an accounting context and not otherwise defined shall have the meaning ascribed to them by generally accepted principles of accounting.

(e) Whenever an item or items are listed after the word “including,” such listing is not intended to be a listing that excludes items not listed.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the Authority. The Authority covenants with the District as follows:

(a) *Organization and Authority.* The Authority (i) is a public corporation duly organized and existing under the laws of the State of Missouri, (ii) has lawful power and authority to enter into, execute and deliver this Financing Agreement, the Indenture and any other documents required to be executed and delivered by it in connection with the issuance of the Bonds (collectively, the “Authority Documents”), and to carry out its obligations hereunder and thereunder, and (iii) by all necessary action has been duly authorized to execute and deliver this Financing Agreement and the other Authority Documents acting by and through its duly authorized officers.

(b) *No Defaults or Violations of Law.* To its actual knowledge, the execution and delivery of this Financing Agreement and the other Authority Documents by the Authority will not result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Authority is a party or by which it or any of its property is bound or its bylaws, or any of the constitutional or statutory laws, rules or regulations applicable to the Authority or its property.

(c) *Public Purpose.* The Project will further the public purposes of the Act.

(d) *No Litigation.* To the knowledge of the Authority, there is no litigation or proceeding pending and served or threatened against the Authority affecting the right of the Authority to execute or deliver this Financing Agreement or the other Authority Documents or the ability of the Authority to comply with its obligations under this Financing Agreement or the other Authority Documents. Neither the execution and delivery of this Financing Agreement by the Authority, nor compliance by the Authority with its obligations under this Financing Agreement, requires the approval of any entity whose approval has not been obtained.

(e) *No Conflicts of Interest.* No member of the Board of Directors of the Authority or any other officer of the Authority has under the laws of the State any significant or conflicting interest, financial, employment or otherwise, in the Project or in the transactions contemplated hereby.

Section 2.2. Representations by the District. The District represents and warrants to the Authority and the Trustee as follows:

(a) *Organization and Authority.* The District (i) is a community improvement district and political subdivision of the State of Missouri, (ii) has lawful power and authority to enter into, execute and deliver this Financing Agreement and all other documents required to be executed and delivered by it in connection with the issuance of the Bonds (collectively, the “District Documents”) and to carry out its obligations hereunder and thereunder, and (iii) by all necessary action has been duly authorized to execute and deliver this Financing Agreement and the other District Documents, acting by and through its duly authorized directors.

(b) *No Defaults or Violations of Law.* The execution and delivery of this Financing Agreement and the other District Documents by the District will not conflict with or result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the District is a party or by which it or any of its property is bound or its charter, or any of the laws, rules or regulations applicable to the District or its property.

(c) *Public Purpose.* The Project consists of the construction of public improvements and other capital improvements within the District that further the District’s public purposes as provided under the CID Act and the petition to form the District, as amended.

(d) *No Litigation.* To the knowledge of the District, there is no litigation or proceeding pending or threatened against the District affecting the right of the District to execute this Financing Agreement or the other District Documents or the ability of the District to comply with the obligations under this Financing Agreement or the other District Documents. Neither the execution and delivery of this Financing Agreement by the District, nor compliance by the District with its obligations under this Financing Agreement require the approval of any regulatory body or any other entity, which approval has not been obtained.

Section 2.3. Survival of Representations. All representations of the Authority and the District contained in this Financing Agreement or in any certificate or other instrument delivered by the Authority and the District pursuant to this Financing Agreement or any other Authority Documents or District Documents, or in connection with the transactions contemplated hereby or thereby, shall survive the execution and delivery thereof and the issuance, sale and delivery of the Bonds, as representations of facts existing as of the date of execution and delivery of the instruments containing such representations.

ARTICLE III

ISSUANCE OF THE BONDS; TRANSFER OF REVENUES

Section 3.1. Issuance of the Bonds. In order to provide funds for the purposes set forth in the Recitals to this Financing Agreement, the Authority agrees that it will issue, sell and deliver the Bonds as provided in the Indenture. The net proceeds of the sale of the Bonds shall be paid over to the Trustee for the account of the Authority and shall be administered, disbursed and applied to the purposes set forth in the recitals to this Financing Agreement upon the terms and in the manner as provided in the Indenture and in this Financing Agreement.

Section 3.2. Transfer of Revenues. On the 20th calendar day of each month (or the next Business Day thereafter if the 20th is not a Business Day) while the Bonds are Outstanding, the District shall transfer to the Trustee for application pursuant to **Section 402** of the Indenture all Net Revenues, together with a written report in substantially the form attached as **Exhibit A** hereto. The District hereby pledges to the timely payment of all amounts due and owing under **Sections 402(a)** and **402(b)** of the Indenture, all Net Revenues (less the Annual Operating Fund Deposit to the extent provided in **Section 402(b)**) of the Indenture). The foregoing provisions shall not be construed to impose any legal obligation on the District to appropriate moneys for the payment of the Bonds.

ARTICLE IV

NET REVENUES

Section 4.1. Trust Fund. The District hereby ratifies and confirms the establishment of the "Fountain Lakes Commerce Center North Community Improvement District Sales Tax Trust Fund," and the "Fountain Lakes Commerce Center North Community Improvement District Special Assessment Trust Account," which have been established by the District (collectively, the "Community Improvement District Trust Fund"). The District shall hold the Community Improvement District Trust Fund in accordance with the provisions of the CID Act. The Community Improvement District Trust Fund, and any accounts therein, shall be segregated on the books and records of the District and shall be kept separate and apart on the books and records of the District from all other moneys, revenues, funds and accounts of the District and shall not be commingled with any other moneys, revenues, funds and accounts of the District.

Section 4.2. Collection of CID Sales Tax and CID Special Assessment. The District shall, at the expense of the Trust Estate and, notwithstanding **Section 402** of the Indenture, with priority of payment therefrom, take all lawful action within its control to (a) cause the Missouri Department of Revenue to collect the CID Sales Tax, (b) cause St. Charles County, Missouri (the "County") to collect the CID Special Assessment (including enforcement of the lien on any property within the District) and (c) cause all other Persons to pay the CID Sales Tax and the CID Special Assessments that are due to the District under the CID Act.

Section 4.3. Covenant to Request Appropriations of CID Sales Tax Revenues. The District has adopted a budget for the current Fiscal Year which appropriates the CID Sales Tax Revenues collected during such Fiscal Year for application as provided in **Section 3.2** hereof. The District hereby covenants and agrees that the person designated by the District at any time charged with the responsibility of formulating budget proposals is hereby directed to include in the budget proposal submitted to the District's Board of Directors for each Fiscal Year a request for an appropriation of the CID Sales Tax Revenues collected during such Fiscal Year for application as provided in **Section 3.2** hereof and **Section 402** of the

Indenture. The District shall promptly deliver to the Trustee a copy of its annual budget. Any funds appropriated as the result of such a request shall be transferred by the District to the Revenue Fund at the times and in the manner provided in **Section 3.2** hereof. If the District Board of Directors has failed to adopt a budget by the first day of a Fiscal Year, the budget for the prior Fiscal Year shall to the extent permitted by law be deemed to have been approved for the next Fiscal Year. The foregoing provisions shall not be construed to impose any legal obligation on the District to appropriate the CID Sales Tax Revenues for the payment of the Bonds.

Section 4.4. Enforcement of the Development Agreement; Modifications to the Development Agreement.

(a) The District shall enforce the provisions of the Development Agreement in its good faith discretion. The District may enforce all appropriate available remedies thereunder, including particularly any actual, agreed or liquidated damages for failure to perform under the Development Agreement, and shall transfer to the Trustee for deposit to the Revenue Fund all sums received on account of such damages.

(b) The District shall notify the Trustee in writing as to any material failure of performance under the Development Agreement, and at the time of such notification the District shall also advise the Trustee what action the District proposes to take in enforcing available remedies. If, in the sole judgment of the Trustee, such action is less likely to be effective than some other or additional action, the Trustee may, or shall if requested in writing by the Owners of at least 25% in the aggregate principal amount of the Bonds then Outstanding, advise the District promptly in writing. If, within 30 days following advice by the Trustee that some additional or other action would be more effective, the District has not taken such other or additional action, and the Trustee has not, after consultation with the District, withdrawn such advice, upon receipt of indemnification satisfactory to it, the Trustee is hereby authorized to take such action, whether the action was suggested by the Trustee or otherwise, as the Trustee may deem most expedient and in the interest of the Owners of the Bonds. In furtherance of the rights granted to the Trustee by this Section, the District hereby assigns to the Trustee all of the rights it may have in the enforcement of the Development Agreement, further authorizing the Trustee in its own name or in the name of the District to bring such actions, employ such counsel, execute such documents and do such other things as may in the judgment of the Trustee be necessary or appropriate under the circumstance at the expense of the Trust Estate.

(c) The District shall not modify, amend or waive any provision of the Development Agreement relating to the payment of Net Revenues to the Trustee, an increase in the Annual Operating Fund Deposit, the issuance of other indebtedness or obligations secured by the Net Revenues generated or to be generated from the District other than the Bonds or the repeal or modification of the CID Sales Tax or the CID Special Assessment without the prior written consent of the Trustee, whose consent shall not be unreasonably withheld or delayed. The Trustee may withhold its consent to any such proposed modification, amendment or waiver of the Development Agreement if the proposed modification, amendment or waiver may adversely affect the security for the Bonds or the interests of the Owners thereof or may adversely affect the exclusion of interest on the Bonds from gross income of the Owners thereof for federal income tax purposes or as may impose additional duties on the Trustee that were not contemplated upon the original execution of the Indenture. The Trustee shall be entitled to receive and may conclusively rely upon an Opinion of Counsel in providing such consent.

ARTICLE V

GENERAL COVENANTS AND PROVISIONS

Section 5.1. District Information.

(a) The District shall promptly, and in any event not later than the last calendar day of the sixth month following the end of each Fiscal Year, provide to the Trustee and the Purchaser with copies of the regularly prepared financial statements of the District for the prior Fiscal Year, which may be unaudited, prepared in accordance with accounting principles generally accepted in the United States.

(b) The Trustee shall promptly forward such information to any Owner who requests such information at such Owner's expense.

Section 5.2. Indemnification. The District agrees, to the extent permitted by law, to indemnify and defend the Authority, including its directors, officers, and employees (each, an "Indemnitee") from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments including outside counsel reasonable attorneys' fees and expenses, arising out of third party claims sustained by an Indemnitee as a result of (a) the District's breach of this Agreement or the District's representations, covenants, warranties, or other obligations herein; or (b) the District's negligence or intentional misconduct in connection with its performance of or failure to perform its obligations under this Agreement including, but not limited to, the District's failure to comply with any disclosure obligation with respect to the Bonds, to pay any rebate obligations of the Authority with respect to the Bonds, or to pay any fees or expenses of the Authority in connection with any audit, questionnaire or other request for information from the Internal Revenue Service in connection with the Bonds. The District shall not be liable to any Indemnitee under this **Section 5.2** to the extent that damages are incurred by such Indemnitee as a result of such Indemnitee's own negligence, default, or misconduct.

Section 5.3. Tax Covenants. The Authority and the District covenant and agree to comply on their part with all provisions and requirements of the Tax Compliance Agreement executed in connection with the issuance of the Bonds.

ARTICLE VI

ASSIGNMENT

Section 6.1. Assignment by the Authority. The Authority, by means of the Indenture and as security for the payment of the principal of, and redemption premium, if any, and interest on the Bonds, will assign, pledge and grant a security interest in all of its rights, title and interests in, to and under this Financing Agreement for the benefit of the Owners (reserving its Unassigned Authority's Rights).

Section 6.2. Restriction on Transfer of Authority's Interests. The Authority will not sell, assign, transfer or convey its interests in this Financing Agreement or the Net Revenues except pursuant to the Indenture and this Financing Agreement.

Section 6.3. Restriction on Transfer of District's Interests. The District will not sell, assign, transfer or convey its interests in the Net Revenues or this Financing Agreement.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

Section 7.1. Events of Default Defined. The term “Event of Default” shall mean any one or more of the following events:

(a) Failure by the District to timely transfer revenues collected by the Missouri Department of Revenue and remitted to the District to the Trustee pursuant to **Section 3.2** hereof.

(b) Failure by the District to observe and perform any covenant, condition or agreement on the part of the District under this Financing Agreement, other than as referred to in the preceding subparagraph (a) of this Section, for a period of 30 days after written notice of such default has been given to the District by the Trustee or the Authority, during which time such default is neither cured by the District nor waived in writing by the Trustee, provided that, the Trustee shall not waive a default of any Unassigned Authority Rights without the written consent of the Authority, and provided further that, if the failure stated in the notice cannot be corrected within said 30-day period, the Trustee may consent in writing to an extension of such time prior to its expiration if corrective action is instituted by the District within the 30-day period and diligently pursued to completion and if such consent, in the judgment of the Trustee, does not materially adversely affect the interests of the Owners of the Bonds.

(c) Any representation or warranty by the District herein or in any certificate or other instrument delivered under or pursuant to this Financing Agreement or the Indenture or in connection with the financing of the Project shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made, unless waived in writing by the Trustee or cured by the District within 30 days after notice thereof has been given to the District.

(d) The occurrence of an Event of Default as specified in **Section 701** of the Indenture.

(e) (1) If the validity or enforceability of the Guaranty Agreement shall be revoked by the Guarantor or if the Guarantor shall deny that such Guarantor has any further liability or obligation under the Guaranty Agreement; (2) if the Guarantor shall fail to make any payment due under or to comply with or observe any of the terms, provisions or conditions contained in the Guaranty Agreement, unless cured by the Guarantor within thirty (30) days after notice thereof has been given to the Guarantor; (3) if the Guarantor shall (i) have its corporate charter forfeited, unless cured by the Guarantor within thirty (30) days after notice thereof has been given to the Guarantor, (ii) sell substantially all of its assets, (iii) voluntarily commence any proceeding or file any petition seeking relief under any bankruptcy laws, (iv) consent to the institution of, or fail to contravene in a timely and appropriate manner, any proceeding under bankruptcy laws or the filing of any petition seeking relief under any bankruptcy laws, (v) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator or similar official of itself, or of a substantial part of its property or assets, (vi) file an answer admitting the material allegations of a petition filed against itself, in any bankruptcy proceeding, (vii) make a general assignment for the benefit of creditors, (viii) become unable, admit in writing its inability or fail generally to pay its debts as they become due, or (ix) take any corporate or other action for the purpose of effecting any of the foregoing and no replacement guarantor reasonably acceptable to the Authority is in place after a period of ninety (90) days after notice thereof has been given to the Guarantor; (4) if an involuntary proceeding shall be commenced or an involuntary petition shall be filed in a court of competent jurisdiction seeking (i) relief in respect of the Guarantor under any bankruptcy laws, (ii) the appointment of a receiver, trustee, custodian, sequestrator or similar official of the Guarantor of a substantial part of

the property of the Guarantor, or (iii) the winding-up or liquidation of the Guarantor and such proceeding or petition shall continue undismissed for thirty (30) consecutive days or an order or decree approving or ordering any of the foregoing shall continue unstayed and in effect for thirty (30) consecutive days and no replacement guarantor reasonably acceptable to the Authority is in place after a period of ninety (90) days after notice thereof has been given to the Guarantor; or (5) if the Guarantor shall become insolvent in either the equity or bankruptcy sense of the term and no replacement guarantor reasonably acceptable to the Authority is in place after a period of ninety (90) days after notice thereof has been given to the Guarantor. Anything to the contrary contained in this Section 7.1(e) notwithstanding, in the event of any conflict between the terms and provisions of this Section and those set forth in the Guaranty, the provisions of the Guaranty shall control.

Section 7.2. Remedies on an Event of Default.

(a) Except for Unassigned Authority Rights, whenever any Event of Default has occurred and is continuing, the Trustee, as the assignee of the Authority, may take any one or more of the remedial steps set forth in the Indenture; provided that if the principal of all Bonds then Outstanding and the interest accrued thereon has been declared immediately due and payable pursuant to the provisions of **Section 702** of the Indenture, the Trustee may immediately proceed to take whatever other action at law or in equity is necessary and appropriate to exercise or to cause the exercise of the rights and powers set forth herein or in the Indenture, as may appear necessary or desirable to collect the amounts payable pursuant to this Financing Agreement then due and thereafter to become due or to enforce the performance and observance of any obligation, agreement or covenant of the District under this Financing Agreement or the Indenture.

(b) Any amount collected pursuant to action taken under this Section shall be paid to the Trustee and applied, first, to the payment of any reasonable costs, expenses and fees incurred by the Trustee as a result of taking such action and, next, any balance shall be transferred to the Revenue Fund and applied in accordance with the Indenture.

(c) Notwithstanding the foregoing, the Trustee shall not be obligated to take any step that in its opinion will or might cause it to expend time or money or otherwise incur liability, unless and until indemnity satisfactory to it has been furnished to the Trustee at no cost or expense to the Trustee, except as otherwise provided in **Section 801(I)** of the Indenture.

Section 7.3. No Remedy Exclusive. No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Financing Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon an Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Trustee to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

Section 7.4. Authority and District to Give Notice of an Event of Default. The Authority and the District shall each promptly give to the Trustee written notice of any Event of Default of which the Authority or the District, as the case may be, shall have actual knowledge or written notice, but neither the Authority nor the District shall be liable for failing to give such notice. Notwithstanding the foregoing, the Authority shall promptly give to the Guarantor written notice of any Event of Default set forth in **Section 7.1(e)** of this Financing Agreement of which the Authority shall have actual knowledge or written notice.

Section 7.5. Performance of the District's Obligations. If the District shall fail to keep or perform any of its obligations as provided in this Financing Agreement, then the Trustee may (but shall not

be obligated so to do), upon the continuance of such failure on the District's part for 15 days after notice of such failure is given to the District by the Trustee, and without waiving or releasing the District from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and all sums so paid by the Trustee and all necessary incidental costs and expenses incurred by the Trustee in performing such obligations shall be paid to the Trustee in accordance with **Section 402** and **Section 802** of the Indenture.

Section 7.6. Remedial Rights Assigned to the Trustee. Upon the execution and delivery of the Indenture, the Authority will thereby have assigned to the Trustee all rights and remedies conferred upon or reserved to the Authority by this Financing Agreement, reserving only the Unassigned Authority's Rights. The Trustee shall have the exclusive right to exercise such rights and remedies conferred upon or reserved to the Authority by this Financing Agreement in the same manner and to the same extent, but under the limitations and conditions imposed thereby and hereby. The Trustee shall be deemed a third-party creditor beneficiary of all representations, warranties, covenants and agreements contained herein.

ARTICLE VIII

MISCELLANEOUS

Section 8.1. Authorized Representatives. Whenever under this Financing Agreement the approval of the Authority or the District is required or the Authority or the District is required or permitted to take some action, such approval shall be given or such action shall be taken by the Authorized Authority Representative or the Authorized District Representative, and the Trustee shall be authorized to act on any such approval or action.

Section 8.2. Term of Financing Agreement. This Financing Agreement shall be effective from and after its execution and delivery and shall continue in full force and effect until the Bonds are deemed to be paid within the meaning of **Article IX** of the Indenture and provision has been made for paying all other sums payable under this Financing Agreement and the Indenture.

Section 8.3. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered by hand delivery or overnight delivery service or on the third day following the day on which the same has been mailed by registered or certified mail, postage prepaid, addressed as specified in **Section 1102** of the Indenture, except that any of the foregoing given to the Trustee shall be effective only upon receipt. A duplicate copy of each notice, certificate or other communication given hereunder to any party mentioned in said **Section 1102** shall be given to all other parties mentioned therein (other than the Owners of the Bonds unless a copy is required to be furnished to them by other provisions of this Financing Agreement). The Authority, the District or the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent to it. Notwithstanding the foregoing, all notices or other communications to the Guarantor required pursuant to **Section 7.4(e)** of this Financing Agreement shall be sufficiently given and shall be deemed given when delivered by hand delivery or overnight delivery service or on the third day following the day on which the same has been mailed by registered or certified mail, postage prepaid, addressed as specified in **Section 4.8** of the Guaranty Agreement.

Section 8.4. Performance Date Not a Business Day. If any date for the payment of principal of, or redemption premium, if any, or interest on the Bonds or the taking of any other action hereunder is not a Business Day, then such payment shall be due, or such action shall be taken, on the first Business Day thereafter with the same force and effect as if made on the date fixed for payment or performance.

Section 8.5. Binding Effect. This Financing Agreement shall inure to the benefit of and shall be binding upon the Authority, the District, the Trustee and their respective successors and assigns.

Section 8.6. Amendments, Changes and Modifications. Except as otherwise provided in this Financing Agreement or in the Indenture, subsequent to the issuance of Bonds and prior to all of the Bonds being deemed to be paid in accordance with **Article IX** of the Indenture and provision being made for the payment of all sums payable under the Indenture in accordance with **Article IX** thereof, this Financing Agreement may not be effectively amended, changed, modified, altered or terminated without the prior concurring written consent of the Trustee, given in accordance with the Indenture.

Section 8.7. Execution in Counterparts. This Financing Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 8.8. No Pecuniary Liability. Notwithstanding the language or implication of any provision, representation, covenant or agreement to the contrary, no provision, representation, covenant or agreement contained in this Financing Agreement or in the Indenture, the Bonds, or any obligation herein or therein imposed upon the Authority or the District, or the breach thereof, shall constitute or give rise to or impose upon the Authority or the District a pecuniary liability (except to the extent of any Net Revenues actually received by the District and appropriated to the payment of the Bonds). No provision hereof shall be construed to impose a charge against the general credit of the Authority or the District (except to the extent of any Net Revenues actually received by the District and appropriated to the payment of the Bonds) or any personal or pecuniary liability upon any director, officer, agent or employee of the Authority or the District.

Section 8.9. Extent of Covenants of the Authority and Covenants of the District; No Personal or Pecuniary Liability.

(a) All covenants, obligations and agreements of the Authority contained in this Financing Agreement and the Indenture shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future director, officer, agent or employee of the Authority in other than his official capacity, no official executing the Bonds shall be liable personally on the Bonds and no present or future member, officer, agent or employee of the Authority shall be subject to any personal liability or accountability by reason of the issuance of the Bonds or by reason of the covenants, obligations or agreements of the Authority contained in this Financing Agreement or in the Indenture. No provision, covenant or agreement contained in this Financing Agreement, the Indenture or the Bonds, or any obligation herein or therein imposed upon the Authority, or the breach thereof, shall constitute or give rise to or impose upon the Authority a pecuniary liability or a charge.

(b) All covenants, obligations and agreements of the District contained in this Financing Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of the District in other than his official capacity, and no present or future member, officer, agent or employee of the District shall be subject to any personal liability or accountability by reason of the issuance of the Bonds or by reason of the covenants, obligations or agreements of the District contained in this Financing Agreement. No provision, covenant or agreement contained in this Financing Agreement, or any obligation herein imposed upon the District, or the breach thereof, shall constitute or give rise to or impose upon the District a pecuniary liability or a charge (except to the extent of any Net Revenues actually received by the District and appropriated to the payment of the Bonds).

Section 8.10. General Limitation on District Obligations. ANY OTHER TERM OR PROVISION OF THIS FINANCING AGREEMENT OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION WITH THE TRANSACTION WHICH IS THE SUBJECT HEREOF TO THE CONTRARY NOTWITHSTANDING, NEITHER THE DISTRICT NOR THE AUTHORITY SHALL BE REQUIRED TO TAKE OR OMIT TO TAKE, OR REQUIRE ANY OTHER PERSON OR ENTITY TO TAKE OR OMIT TO TAKE, ANY ACTION WHICH WOULD CAUSE IT OR ANY PERSON OR ENTITY TO BE, OR RESULT IN IT OR ANY PERSON OR ENTITY BEING, IN VIOLATION OF ANY LAW OF THE STATE.

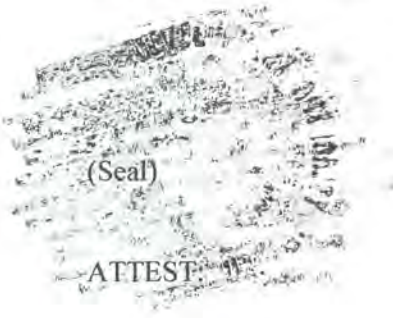
Section 8.11. Severability. If any provision of this Financing Agreement is held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or Sections in this Financing Agreement contained shall not affect the remaining portions of this Financing Agreement, or any part thereof.

Section 8.12. Governing Law. This Financing Agreement shall be governed by and construed in accordance with the laws of the State.

Section 8.13. Electronic Means. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

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IN WITNESS WHEREOF, THE INDUSTRIAL DEVELOPMENT AUTHORITY OF ST. CHARLES COUNTY, MISSOURI and the FOUNTAIN LAKES COMMERCE CENTER NORTH COMMUNITY IMPROVEMENT DISTRICT have caused this instrument to be executed on their behalf all as of the date first above written.



THE INDUSTRIAL DEVELOPMENT AUTHORITY
OF ST. CHARLES COUNTY, MISSOURI

By: Scott J. Drachnik
Scott J. Drachnik, President

By: Melissa Wheeler
Assistant Secretary

**FOUNTAIN LAKES COMMERCE CENTER
NORTH COMMUNITY IMPROVEMENT
DISTRICT**

By:  _____
Chairman

EXHIBIT A

FORM OF MONTHLY REPORT

BOKF, N.A., as Trustee
200 North Broadway, Suite 1710
St. Louis, Missouri 63102
Attention: Corporate Trust Department

Re: The Industrial Development Authority of St. Charles County, Missouri - Special Assessment and Sales Tax Refunding Revenue Bonds, Series 2025A (Fountain Lakes Commerce Center North Community Improvement District Project), Special Assessment and Sales Tax Revenue Bonds, Series 2025B (Fountain Lakes Commerce Center North Community Improvement District Project, and Special Assessment and Sales Tax Revenue Bonds, Series 2025C (Fountain Lakes Commerce Center North Community Improvement District Project (collectively, the "Bonds")

Ladies and Gentlemen:

Pursuant to the Financing Agreement dated as of July 1, 2025, we have reviewed the Net Revenues received by the District for the month of _____. The total amount to be transferred for this period equals \$ _____. You are hereby instructed to apply the following amounts as indicated below:

- (1) \$ _____ to the Operating Fund;
- (2) \$ _____ to the CID Sales Tax Account of the Revenue Fund; and
- (3) \$ _____ to the CID Special Assessment Account of the Revenue Fund.

Except as otherwise provided herein, the capitalized terms herein shall have the meanings as provided in the Trust Indenture, dated as of July 1, 2025 (the "Indenture"), between The Industrial Development Authority of St. Charles County, Missouri and BOKF, N.A., as trustee (the "Trustee").

**FOUNTAIN LAKES COMMERCE CENTER
NORTH COMMUNITY IMPROVEMENT
DISTRICT**

By: _____
Title: _____

EXHIBIT C

TAX COMPLIANCE AGREEMENT

[On file in the office of the Secretary of the District]

TAX COMPLIANCE AGREEMENT

Dated as of July 1, 2025

among

**THE INDUSTRIAL DEVELOPMENT AUTHORITY
OF ST. CHARLES COUNTY, MISSOURI,**

**FOUNTAIN LAKES COMMERCE CENTER NORTH
COMMUNITY IMPROVEMENT DISTRICT**

and

**BOKE, N.A.,
as Trustee**

\$4,149,206.35

**Special Assessment and Sales Tax Refunding Revenue Bonds
Series 2025A**

**(Fountain Lakes Commerce Center North
Community Improvement District Project)**

**Not to Exceed
\$500,000**

**Special Assessment and Sales Tax Revenue Bonds
Series 2025B**

**(Fountain Lakes Commerce Center North
Community Improvement District Project)**

**Not to Exceed
\$1,791,053.97**

**Special Assessment and Sales Tax Revenue Bonds
Series 2025C**

**(Fountain Lakes Commerce Center North
Community Improvement District Project)**

TAX COMPLIANCE AGREEMENT

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- Exhibit A - Expected Debt Service Schedule and Proof of Bond Yield
- Exhibit B - IRS Form 8038-G
- Exhibit C - Project Description
- Exhibit D - Developers' Certificates
- Exhibit E - Form of Annual Compliance Check Questionnaire
- Exhibit F - Authority Tax Compliance Procedure

* * *

TAX COMPLIANCE AGREEMENT

THIS TAX COMPLIANCE AGREEMENT (this “Tax Agreement”), entered into as of July 1, 2025, among **THE INDUSTRIAL DEVELOPMENT AUTHORITY OF ST. CHARLES COUNTY, MISSOURI**, a public corporation organized and existing under the laws of the State of Missouri (the “Authority”), the **FOUNTAIN LAKES COMMERCE CENTER NORTH COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district and political subdivision organized and existing under the laws of the State of Missouri (the “District”) and **BOKF, N.A.**, a national banking association duly organized and existing under the laws of the United States of America, as Trustee (the “Trustee”);

RECITALS

1. This Tax Agreement is being executed and delivered in connection with the issuance by the Authority of \$4,149,206.35 Special Assessment and Sales Tax Refunding Revenue Bonds, Series 2025A (Fountain Lakes Commerce Center North Community Improvement District Project) (the “Series 2025A Bonds”), not to exceed \$500,000 Special Assessment and Sales Tax Revenue Bonds, Series 2025B (Fountain Lakes Commerce Center North Community Improvement District Project) (the “Series 2025B Bonds”), and not to exceed \$1,791,053.97 Special Assessment and Sales Tax Revenue Bonds, Series 2025C (Fountain Lakes Commerce Center North Community Improvement District Project) (the “Series 2025C Bonds, and together with the Series 2025A Bonds and the Series 2025B Bonds, the “Bonds”), under a Trust Indenture dated as of July 1, 2025 (the “Indenture”) between the Authority and the Trustee for the purpose of making the Bond proceeds available to the District under a Financing Agreement dated as of July 1, 2025 (the “Financing Agreement”) between the Authority and the District, for the purposes described in this Tax Agreement, the Indenture and the Financing Agreement.

2. The Internal Revenue Code of 1986, as amended (the “Code”), and the applicable Regulations and rulings issued by the U.S. Treasury Department (the “Regulations”), impose certain limitations on the uses and investment of the Bond proceeds and of certain other money relating to the Bonds and set forth the conditions under which the interest on the Bonds will be excluded from gross income for federal income tax purposes.

3. The Authority, the District and the Trustee are entering into this Tax Agreement to set forth certain facts, covenants, representations, and expectations relating to the use of Bond proceeds, the use of the property financed or refinanced with Bond proceeds, and the investment of Bond proceeds and of certain other related money, in order to establish and maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

4. The Authority has adopted a Tax-Exempt Financing Compliance Policy and Procedure (the “Tax Compliance Procedure”) for the purpose of setting out general procedures for the Authority and the District to continuously monitor and comply with the federal income tax requirements set out in the Code and the Regulations. This Tax Agreement is entered into as required by the Tax Compliance Procedure, in part, to set out specific tax compliance procedures applicable to the Bonds.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth in this Tax Agreement, the Authority, the District and the Trustee covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. Except as otherwise provided in this Tax Agreement or unless the context otherwise requires, capitalized words and terms used in this Tax Agreement have the same meanings as set forth in the Indenture, and certain other words and phrases have the meanings assigned in Code §§ 103, 141-150 and the Regulations. The following words and terms used in this Tax Agreement have the following meanings:

“Authority” means The Industrial Development Authority of St. Charles County, Missouri and its successors and assigns, or any body, agency or instrumentality of the State of Missouri succeeding to or charged with the powers, duties and functions of the Authority.

“Bona Fide Debt Service Fund” means a fund, which may include Bond proceeds, that (a) is used primarily to achieve a proper matching of revenues with principal and interest payments within each Bond Year; and (b) is depleted at least once each Bond Year, except for a reasonable carryover amount not to exceed the greater of (1) the earnings on the fund for the immediately preceding Bond Year, or (2) one-twelfth of the principal and interest payments on the Bonds for the immediately preceding Bond Year.

“Bond” or **“Bonds”** means any bond or bonds of the Series 2025A Bonds, the Series 2025B Bonds or the Series 2025C Bonds.

“Bond Compliance Officer” means the District’s Chairman, or other person designated by the District to carry out the responsibilities of the Bond Compliance Officer set forth in the Tax Compliance Procedure and this Tax Agreement.

“Bond Counsel” means Gilmore & Bell, P.C., or other firm of nationally recognized Bond Counsel selected by the Authority and the District, and acceptable to the Trustee.

“Bond Year” means each one-year period (or shorter period for the first Bond Year) ending April 1, or another one-year period selected by the District.

“Code” means the Internal Revenue Code of 1986, as amended.

“Developer” or **“Developers”** means each or all, as applicable, of The Millstone Company, a Missouri Corporation, and its successors and assigns, Fountain Lakes Land Holding, LLC, a Missouri limited liability company, and its successors and assigns, and Dierbergs 370 Crossing, LLC, a Missouri limited liability company, and its successors and assigns.

“District” means the Fountain Lakes Commerce Center North Community Improvement District and its successors and assigns, or any body, agency or instrumentality of the State of Missouri succeeding to or charged with the powers, duties and functions of the District.

“Financed Facility” means any of the property financed or refinanced with the proceeds of the Bonds or the Refunded Obligations, as described on **Exhibit C**.

“Financing Agreement” means the Financing Agreement dated as of July 1, 2025, by and between the Authority and the District, as amended from time to time in accordance with the terms thereof.

“Gross Proceeds” means (a) sale proceeds (any amounts actually or constructively received by the District from the sale of the Bonds, including amounts used to pay underwriting discount or fees, but excluding pre-issuance accrued interest), (b) investment proceeds (any amounts received from investing sale proceeds, or other investment proceeds), (c) any amounts held in a sinking fund for the Bonds, (d) any amounts held in a pledged fund or reserve fund for the Bonds, and (e) any other replacement proceeds. Specifically, Gross Proceeds includes (but is not limited to) amounts held in the following funds and accounts:

- (1) Revenue Fund, including the CID Sales Tax Account and the CID Special Assessment Account.
- (2) Debt Service Fund, including the Debt Service Account and the Redemption Account and, within each account, a separate subaccount for each series of the Bonds.
- (3) Project Fund, including the Refunding Account, the Costs of Issuance Account and the Project Account, and, within the Project Account, a separate subaccount for the Series 2025B Bonds and the Series 2025C Bonds.
- (4) Guaranty Account in the Extraordinary Expense Fund.
- (5) Rebate Fund (to the extent funded with sale proceeds or investment proceeds of the Bonds).

“Guaranteed Investment Contract” is any Investment with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate, including any agreement to supply Investments on two or more future dates (*e.g.*, a forward supply contract).

“Indenture” means the Trust Indenture dated as of July 1, 2025, by and between the Authority and the Trustee, as amended from time to time in accordance with the terms thereof.

“Investment” means any security, obligation, annuity contract or other investment-type property that is purchased directly with, or otherwise allocated to, Gross Proceeds. This term does not include a tax-exempt bond, except for a “specified private activity bond” as defined in Code § 57(a)(5)(C).

“IRS” means the United States Internal Revenue Service.

“Issue Date” means July 25, 2025.

“Measurement Period” means, with respect to each item of property financed as part of the Financed Facility with proceeds of the Bonds, the period beginning on the later of: (a) the Issue Date, or (b) the date the property is placed in service and ending on or the earlier of (1) the final maturity date of the Bonds or (2) the expected economic useful life of the property, and, with respect to each item of property financed as part of the Financed Facility with proceeds of the Refunded Obligations, the period beginning on the later of (A) the respective issue date of the Refunded Obligations or (B) the date the property was or will be placed in service, and ending on the earlier of (i) the final maturity date of the Bonds or (ii) the end of the expected economic useful life of the property.

“Non-Qualified Use” means the use of Bond proceeds or the Financed Facility in a trade or business carried on by any Non-Qualified User. The rules set out in Regulations § 1.141-3 determine whether Bond proceeds or the Financed Facility are “used” in a trade or business. Generally, ownership,

a lease, or any other use that grants a Non-Qualified User a special legal right or entitlement with respect to the Financed Facility, will constitute “use” under Regulations § 1.141-3.

“Non-Qualified User” means any person or entity other than a Qualified User.

“Opinion of Bond Counsel” means the written opinion of Bond Counsel to the effect that the action or proposed action or the failure to act or proposed failure to act for which the opinion is required will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

“Post-Issuance Tax Requirements” means those requirements related to the use of proceeds of the Bonds and the Financed Facility and the investment of Gross Proceeds that apply after the Issue Date of the Bonds.

“Project” means all of the property acquired, developed, constructed, renovated, and equipped by the District using proceeds of the Bonds and other money contributed by or on behalf of the District.

“Purchaser” means (a) with respect to the Series 2025A Bonds and the Series 2025B Bonds, the Robert D. Millstone Revocable Trust dated September 27, 1983, and all subsequent amendments thereto, Robert D. Millstone, Trustee, as further amended from time to time, and (b) with respect to the Series 2025C Bonds, Dierbergs Investment Corp.

“Qualified User” means a State, territory, possession of the United States, the District of Columbia, or any political subdivision thereof, or any instrumentality of such entity, but it does not include the United States or any agency or instrumentality of the United States.

“Refunded Obligations” means, collectively, the Series 2018A Bonds and the Series 2021 Note.

“Regulations” means all Regulations issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to the Bonds.

“Series 2018A Bonds” means the Authority’s Special Assessment and Sales Tax Revenue Bonds, Series 2018A (Fountain Lakes Commerce Center North Community Improvement District Project).

“Series 2021 Note” means the District’s Taxable Subordinate Special Assessment and Sales Tax Revenue Note, Series 2021 (Fountain Lakes Commerce Center North Community Improvement District Project).

“Series 2025A Bonds” means the Authority’s Special Assessment and Sales Tax Refunding Revenue Bonds, Series 2025A (Fountain Lakes Commerce Center North Community Improvement District Project).

“Series 2025B Bonds” means the Authority’s Special Assessment and Sales Tax Revenue Bonds, Series 2025B (Fountain Lakes Commerce Center North Community Improvement District Project).

“Series 2025C Bonds” means the Authority’s Special Assessment and Sales Tax Revenue Bonds, Series 2025C (Fountain Lakes Commerce Center North Community Improvement District Project).

“Tax Agreement” means this Tax Compliance Agreement as amended from time to time in accordance with the terms hereof.

“**Tax Compliance Procedure**” means the Authority’s Tax-Exempt Financing Compliance Policy and Procedure, dated as of July 19, 2013, a copy of which is attached hereto as **Exhibit F**.

“**Tax-Exempt Bond File**” means documents and records for the Bonds and the Refunded Obligations maintained by the Bond Compliance Officer pursuant to the Tax Compliance Procedure.

“**Transcript**” means the Transcript of Proceedings relating to the authorization and issuance of the Bonds.

“**Trustee**” means BOKF, N.A., and its successor or successors and any other corporation or association which at any time may be substituted in its place at the time serving as Trustee under the Indenture.

“**Yield**” means yield on the Bonds, computed under Regulations § 1.148-4, and yield on an Investment, computed under Regulations § 1.148-5.

ARTICLE II

GENERAL REPRESENTATIONS AND COVENANTS

Section 2.1. Covenants of the Authority. The Authority covenants as follows:

(a) *Organization and Authority.* The Authority (1) is a public corporation duly organized under Chapter 349 of the Revised Statutes of the State of Missouri, (2) has lawful power and authority to issue the Bonds for the purposes set forth in the Indenture, to enter into, execute and deliver the Indenture, the Bonds, the Financing Agreement and this Tax Agreement, and to carry out its obligations under this Tax Agreement and under such documents, and (3) by all necessary action has been duly authorized to execute and deliver the Indenture, the Bonds, the Financing Agreement and this Tax Agreement, acting by and through its duly authorized officials.

(b) *Tax-Exempt Status of Bonds—General Covenants.* In order to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes, the Authority on its part: (1) will take whatever action, and refrain from whatever action, necessary to comply with the applicable requirements of the Code; (2) will not use or invest, or knowingly permit the use or investment of, any Bond proceeds, other money held under the Indenture, or other funds of the Authority, in a manner that would violate applicable provisions of the Code; and (3) will not use, or knowingly permit the use of, any portion of the Financed Facility in a manner that would cause any Bond to become a “private activity bond” as defined in Code § 141.

(c) *No Private Loan.* No proceeds of the Bonds will be, and no proceeds of the Refunded Obligations were, loaned directly or indirectly to any Non-Qualified User.

(d) *IRS Form 8038-G.* Bond Counsel has prepared Form 8038-G (Information Return for Tax-Exempt Governmental Obligations) based on the representations and covenants of the District and the Authority contained in this Tax Agreement or otherwise provided by the Authority or the District. Bond Counsel will sign the return as a paid preparer following completion and will then deliver copies to the Authority for execution and for the Authority’s records. The Authority agrees to timely execute and

return to Bond Counsel the execution copy of Form 8038-G for filing with the IRS. A copy of the Form 8038-G filed with the IRS, along with proof of filing, will be included as **Exhibit B**.

(e) *Registered Bonds.* The Indenture requires that all of the Bonds will be issued and held in registered form within the meaning of Code § 149(a).

(f) *Bonds Not Federally Guaranteed.* The Authority will not take any action, or knowingly permit any action to be taken, which would cause any Bond to be “federally guaranteed” within the meaning of Code § 149(b).

(g) *No Hedge Bonds.* Based solely on the representations of the District and of the Developers in the Developers’ Certificates attached hereto as **Exhibit D**, (1) the Authority reasonably expects that at least 85% of the net sale proceeds (the sale proceeds less any sale proceeds invested in a reserve fund) of the Bonds will be used to carry out the governmental purpose thereof within three years after the Issue Date, and not more than 50% of the proceeds of the Bonds will be invested in Investments having a substantially guaranteed Yield for four years or more, and (2) the Authority understands that at least 85% of the net sale proceeds (the sale proceeds less any sale proceeds invested in a reserve fund) of the Refunded Obligations have been used to carry out the governmental purpose of the Refunded Obligations within 3 years after the respective issue date of the Refunded Obligations, and not more than 50% of the proceeds of the Refunded Obligations have been invested in Investments having a substantially guaranteed Yield for 4 years or more.

(h) *Reliance on Other Parties.* The expectations and covenants of the Authority concerning uses of Bond proceeds and certain other moneys described in this Tax Agreement and other matters are based solely upon covenants, representations and certifications of the District and other parties set forth in this Tax Agreement or exhibits to this Tax Agreement. Although the Authority has made no independent investigation of the representations of other parties, including the District, the Authority is not aware of any facts or circumstances that would cause it to question the accuracy or reasonableness of any representation made in this Tax Agreement or exhibits to this Tax Agreement.

(i) *Compliance with Future Tax Requirements.* The Authority understands that the Code and the Regulations may impose new or different restrictions and requirements on the Authority in the future. The Authority will comply with such future restrictions that are necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

(j) *Bank Qualified Tax-Exempt Obligation.* The Bonds have *not* been designated as “qualified tax-exempt obligations” under Code § 265(b)(3).

Section 2.2. Representations and Covenants of the District. The District represents and covenants as follows:

(a) *Organization and Authority.* The District (1) is a political subdivision organized and existing under the laws of the State of Missouri, (2) has lawful power and authority to enter into, execute and deliver the Financing Agreement and this Tax Agreement and to carry out its obligations under this Tax Agreement and the Financing Agreement, and (3) by all necessary action has been duly authorized to execute and deliver the Financing Agreement and this Tax Agreement, acting by and through its duly authorized officials.

(b) *Tax-Exempt Status of Bonds—General Representation and Covenants.* In order to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes,

the District: (1) will take whatever action, and refrain from whatever action, necessary to comply with the applicable requirements of the Code; (2) will not use or invest, or permit the use or investment of, any Bond proceeds, other money held under the Indenture, or other funds of the District, in a manner that would violate applicable provisions of the Code; and (3) will not use, or permit the use of, any portion of the Financed Facility in a manner that would violate applicable provisions of the Code.

(c) *Governmental Obligations–Use of Proceeds.* Based in part on the representations of the Developers in the Developers’ Certificates attached hereto as **Exhibit D**, the District expects that, except for a *de minimis* amount not in excess of 10% of the proceeds of the Bonds or the use of the Financed Facility, throughout the Measurement Period, the Financed Facility has been and is expected to be owned by the District or another Qualified User, and no portion of the Financed Facility has been or is expected to be used in a Non-Qualified Use. The District will not permit any other Non-Qualified Use of the Financed Facility without first consulting with Bond Counsel and obtaining approval of the Authority and Trustee. The District will monitor the use of all portions of the Financed Facility during the Measurement Period.

(d) *Governmental Obligations–No Private Security or Payment.* Based in part on the representations of the Developers in the Developers’ Certificates attached hereto as **Exhibit D**, the District expects that, except with respect to any potential *de minimis* Non-Qualified Use described in subsection (c) above (which payments will not exceed 10% of the debt service payments on the Bonds), as of the Issue Date, none of the debt service payments on the Bonds will be, and none of the debt service payments on the Refunded Obligations has been, (under the terms of the Bonds or any underlying arrangement), directly or indirectly:

(1) secured by (A) any interest in property used or to be used for a private business use, or (B) any interest in payments in respect of such property; or

(2) derived from payments (whether or not such payments are made to the District) in respect of property, or borrowed money, used or to be used for a private business use.

For purposes of the foregoing, taxes of general application are not treated as private payments or as private security. The District will not permit any other private security or payment with respect to the Bonds without first obtaining an Opinion of Bond Counsel.

(e) *No Private Loan.* No proceeds of the Bonds will be, and no proceeds of the Refunded Obligations were, loaned directly or indirectly to any Non-Qualified User.

(f) *Limit on Maturity of Bonds.* In the Developers’ Certificates attached hereto as **Exhibit D**, the Developers have provided a description of the assets comprising the Project and an estimate of the “average reasonably expected economic life” thereof. The “average maturity” of the Bonds based on the projected revenues of the Project and the expected repayment of the Bonds, as computed and shown on **Exhibit A**, is not expected to exceed 120% of the average reasonably expected economic life of the Project, as shown on **Exhibit C**.

(g) *Reimbursement of Expenditures.* No proceeds of the Bonds are expected to be used to reimburse the District for expenditures paid by the District prior to the Issue Date.

(h) *Bonds Not Federally Guaranteed.* The District will not take any action or permit any action to be taken which would cause any Bond to be “federally guaranteed” within the meaning of Code § 149(b).

(i) *IRS Form 8038-G.* The District will instruct and assist the Authority in filing all appropriate returns, reports and attachments to income tax returns required by the Code, including without limitation IRS Form 8038-G (Information Return for Tax-Exempt Governmental Obligations). The information contained in Parts II through VI of IRS Form 8038-G attached as **Exhibit B** was provided to the Authority and Bond Counsel by the District, and such information is true, complete and correct as of the Issue Date. Bond Counsel has prepared Form 8038-G based on the representations and covenants of the District contained in this Tax Agreement or otherwise provided by the District or the Authority. The District agrees to assist the Authority in, and will pay the cost of, completing and filing any other forms required by the IRS with respect to the Bonds.

(j) *No Hedge Bonds.* Based in part on the representations of the Developers in the Developers' Certificates attached hereto as **Exhibit D**, the District reasonably expects that at least 85% of the net sale proceeds of the Bonds will be used to carry out the governmental purpose of the Bonds within three years after the Issue Date, and not more than 50% of the proceeds of the Bonds will be invested in Investments having a substantially guaranteed Yield for four years or more.

(k) *Compliance with Future Tax Requirements.* The District understands that the Code and the Regulations may impose new or different restrictions and requirements on the District in the future. The District will comply with such future restrictions that are necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

(l) *Interest Rate Swap.* As of the Issue Date, the District has not entered into an interest rate swap agreement or any other similar arrangement designed to modify its interest rate risk with respect to the Bonds. The District will not enter into any such arrangement in the future without obtaining an Opinion of Bond Counsel.

(m) *Guaranteed Investment Contract.* As of the Issue Date, the District does not expect to enter into a Guaranteed Investment Contract for the investment of any Gross Proceeds of the Bonds. The District will not enter into any such arrangement in the future without obtaining an Opinion of Bond Counsel.

(n) *Arbitrage Certifications.* The facts, estimates and expectations recited in **Article III** of this Tax Agreement, regarding the purpose of the Bonds, the investment and expenditure of Bond proceeds, the use of the Financed Facility, the funds and accounts created under the Indenture, the yield on investments and the computation and payment of arbitrage rebate, are true and accurate as of the Issue Date; and the District believes that the estimates and expectations recited in such **Article III** are reasonable as of the Issue Date. The Authority, the Trustee, Gilmore & Bell, P.C., Bond Counsel, and the Purchasers may rely on such statements and expectations. The District does not expect that the Bond proceeds will be used in a manner that would cause any Bond to be an "arbitrage bond" within the meaning of Code §148; and to the best of the District's knowledge and belief, there are no other facts, estimates or circumstances that would materially change such expectations.

Section 2.3. Representations and Covenants of the Trustee. The Trustee represents and covenants to the Authority and the District as follows:

(a) The Trustee will comply with the provisions of this Tax Agreement that apply to it as Trustee and any written letter or opinion of Bond Counsel, specifically referencing the Bonds and received by the Trustee, that sets forth any action necessary to comply with any statute, regulation or ruling that may apply to it as Trustee and relating to reporting requirements or other requirements

necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

(b) The Trustee, upon the written request of the District, may from time to time cause a firm of attorneys, consultants or independent accountants or an investment banking firm to provide the Trustee and the District with such information as it may request in order for the District to determine all matters relating to (1) the Yield on the Bonds as it relates to any data or conclusions necessary to verify that the Bonds are not "arbitrage bonds" within the meaning of Code § 148, and (2) compliance with arbitrage rebate requirements of Code § 148(f). The District will pay all costs and expenses incurred in connection with supplying the foregoing information.

(c) The Trustee, acting on behalf of the District, will retain records related to the investment and expenditure of Gross Proceeds held in funds and accounts maintained by the Trustee and any records provided to the Trustee by the District related to the Post-Issuance Tax Requirements in accordance with **Section 4.2(a)** of this Tax Agreement. The Trustee will retain these records until three years following the final maturity of (1) the Bonds or (2) any obligations issued to refund the Bonds; provided, however, if the Trustee is not retained to serve as trustee for any obligations issued to refund the Bonds, then the Trustee may satisfy its record retention duties under this **Section 2.3(c)** by providing copies of all records in its possession related to the Bonds to the trustee for any such refunding obligations or another party designated by the District.

Section 2.4. Survival of Representations and Covenants. All representations, covenants and certifications of the Authority, the District and the Trustee contained in this Tax Agreement or in any certificate or other instrument delivered by the Authority, the District or the Trustee under this Tax Agreement, will survive the execution and delivery of such documents and the issuance of the Bonds, as representations of facts existing as of the date of execution and delivery of the instruments containing such representations. The foregoing covenants of this Section will remain in full force and effect notwithstanding the defeasance of the Bonds.

ARTICLE III

ARBITRAGE CERTIFICATIONS AND COVENANTS

Section 3.1. General. The purpose of this **Article III** is to certify, under Regulations § 1.148-2(b), the Authority's and the District's expectations as to the sources, uses and investment of Bond proceeds and other money, in order to support the separate conclusions reached by the Authority and the District that the Bonds are not arbitrage bonds. The persons executing this Tax Agreement on behalf of the Authority and the District are authorized officers of the Authority and the District, respectively.

Section 3.2. Reasonable Expectations. The facts, estimates and expectations set forth in this Article III are based upon and in reliance upon the Authority's and the District's separate understandings of the documents and certificates that comprise the Transcript, and the representations, covenants and certifications of the parties contained therein. To the Authority's knowledge, based solely on the representations, covenants and certifications of the District, and to the District's knowledge, the facts and estimates set forth in this Tax Agreement are accurate, and the expectations of the Authority and the District set forth in this Tax Agreement are reasonable. Neither the Authority nor the District has any knowledge that would cause either to believe that the representations, warranties and certifications described in this Tax Agreement are unreasonable or inaccurate or may not be relied upon.

Section 3.3. Purpose of Financing. The Bonds are being issued for the purpose of providing funds to finance and refinance the Project, including refinancing the Refunded Obligations.

Section 3.4. Funds and Accounts. The following funds and accounts have been established with respect to the Bonds:

- (a) Revenue Fund, and therein a CID Sales Tax Account and a CID Special Assessment Account.
- (b) Debt Service Fund, and therein a Debt Service Account and a Redemption Account and, within each account, a separate subaccount for each series of Bonds.
- (c) Project Fund, and therein a Refunding Account, a Costs of Issuance Account, and a Project Account, and within the Project Account, a separate subaccount for the Series 2025B Bonds and the Series 2025C Bonds.
- (d) Operating Fund.
- (e) Extraordinary Expense Fund, and therein an Extraordinary Expense Account and a Guaranty Account.
- (f) Rebate Fund.

Section 3.5. Amount and Use of Bond Proceeds and Other Moneys.

(a) *Draw-Down Bonds.* The Bonds (specifically, the Series 2025B Bonds and Series 2025C Bonds) are being issued as a “draw-down loan,” within the meaning of Regulations § 1.150-1(c)(4)(i) in an aggregate amount not to exceed \$5,940,260.32. On the Issue Date, the Purchasers will advance, or be deemed to advance, \$4,491,496.58 under the Bonds, such amount exceeding the lesser of \$50,000 or 5% of the total aggregate amount of the Bond; thereafter, the Purchasers will make, or be deemed to make, subsequent advances under the Bonds. Therefore, the Bonds will be treated as one “issue” of debt obligations under Regulations § 1.150-1(c) that is treated as issued on the Closing Date.

(b) *Amount and Use of Series 2025A Bond Proceeds.* The total proceeds received or deemed received by the District from the sale of the Series 2025A Bonds is expected to be \$4,149,206.35, all of which will be used to refinance the Refunded Obligations.

(c) *Amount and Use of Series 2025B Bond Proceeds.* The total proceeds received or deemed received by the District from the sale of the Series 2025B Bonds is expected to be not to exceed \$500,000.00, all of which is expected to be used from time to time to pay certain costs of the Project.

(d) *Amount and Use of Series 2025C Bond Proceeds.* The total proceeds received or deemed received by the District from the sale of the Series 2025C Bonds is expected to be not to exceed \$1,791,053.97, of which \$208,245.23 will be used to pay costs of issuing the Bonds, \$125,000.00 will be used to fund the Guaranty Account of the Extraordinary Expense Fund and \$1,457,808.76 (*less* the aggregate principal amount of the Series 2025B Bonds actually authenticated and endorsed by the Trustee as provided in **Section 201** of the Indenture) is expected to be used from time to time to pay certain costs of the Project.

(e) *Amount and Use of Other Funds.* The other funds held under the trust indenture for the Series 2018A Bonds or otherwise contributed by the Purchasers are expected to be allocated as follows: (1) \$20,000.00 from available funds on deposit in the extraordinary expense account of the extraordinary expense fund held thereunder will be deposited into the Extraordinary Expense Account of the Extraordinary Expense Fund; (2) \$11,529.70 from available funds on deposit in the operating fund held

thereunder will be deposited into the Operating Fund; and (3) all remaining available funds on deposit thereunder will be deposited into the debt service account for the Series 2025A Bonds.

Section 3.6. Multipurpose Issue. Under Regulations § 1.148-9(h), the Bonds will be treated as two separate issues (that is, (a) the portion allocable to refunding the Refunded Obligations and (b) the portion allocable to a new-money financing) for purposes of applying certain of the arbitrage restrictions under Code § 148.

Section 3.7. Current Refunding. The proceeds of the Series 2025A Bonds will be deemed to be used to pay the principal of and accrued interest on the Refunded Obligations, with all such proceeds being spent not later than 90 days after the Issue Date. There are no unspent proceeds (sale proceeds or investment proceeds) of the Refunded Obligations, and therefore there will be no “transferred proceeds” of the Bonds.

Section 3.8. Project Completion. The District (a) has incurred, or reasonably expects to incur within 6 months after the Issue Date, a substantial binding obligation to a third party to spend at least 5% of the proceeds of the Bonds on the Financed Facility, (b) reasonably expects that the completion of the Financed Facility and the allocation of the proceeds of the Bonds to expenditures has proceeded and will proceed with due diligence and (c) reasonably expects that least 85% of the proceeds of the Bonds will be allocated to expenditures on the Financed Facility within three years after the Issue Date.

Section 3.9. Sinking Funds. The District is required to make periodic payments in amounts sufficient to pay the principal of, and interest on, the Bonds. Such payments will be deposited into the Debt Service Fund. Except for the accounts and subaccounts in the Revenue Fund and the Debt Service Fund and the Guaranty Account established with respect to the Bonds, no sinking fund or other similar fund that is expected to be used to pay principal of or interest on the Bonds has been established or is expected to be established. The Debt Service Fund is used primarily to achieve a proper matching of revenues with principal and interest payments on the Bonds within each Bond Year, and the Authority and the District expect that the Debt Service Fund will qualify as a Bona Fide Debt Service Fund.

Section 3.10. Reserve, Replacement and Pledged Funds.

(a) *Guaranty Account.* The Indenture establishes a Guaranty Account to be funded on the Issue Date from proceeds of the Series 2025C Bonds in the amount of \$125,000.00, which amount does not exceed the least of (1) 10% of the original stated principal amount of the Bonds, (2) the maximum annual principal and interest requirements on the Bonds, or (3) 125% of the average annual principal and interest requirements on the Bonds, each determined as of the Issue Date.

(b) *No Other Replacement or Pledged Funds.* None of the Bond proceeds will be used as a substitute for other funds that were intended or earmarked to pay costs of the Financed Facility or refund the Refunded Obligations, and that instead has been or will be used to acquire higher Yielding Investments. Except for the accounts and subaccounts in the Revenue Fund and the Debt Service Fund and the Guaranty Account established with respect to the Bonds, there are no other funds pledged or committed in a manner that provides a reasonable assurance that such funds would be available for payment of the principal of or interest on the Bonds if the Authority or the District was to encounter financial difficulty or would fail to make an annual appropriation.

(c) *Other Funds and Accounts.* The Operating Fund is expected to be used to pay costs of operating the District and maintaining the Project. The Extraordinary Expense Fund is expected to be

used to pay extraordinary costs and expenses of administering the Bonds. Therefore, amounts held in these funds are not pledged or committed in a manner that provides a reasonable assurance that such funds would be available for payment of the principal of or interest on the Bonds if the Authority or the District encounters financial difficulty.

Section 3.11. No Purpose Investment. The proceeds of the Bonds will not be used to purchase an Investment for the purpose of carrying out the governmental purpose of the financing.

Section 3.12. Issue Price and Yield on Bonds.

(a) *Issue Price.* Based on the Purchasers' certifications in the Purchasers' Receipts for Bonds and Closing Certificates, the District hereby elects to establish the issue price of the Bonds pursuant to Regulations § 1.148-1(f)(2)(i) (relating to the so-called "private placement rule"). Therefore, the aggregate issue price of the Bonds is \$5,940,260.32.

(b) *Bond Yield.* Based on the aggregate issue price of the Bonds, the Yield on the Bonds is 8.5018%, as computed and shown on **Exhibit A**, based on the projected revenues of the Project and the expected repayment of the Bonds provided to Bond Counsel by the District. Neither the Authority nor the District has entered into an interest rate swap agreement with respect to any portion of the proceeds of the Bonds.

Section 3.13. Miscellaneous Arbitrage Matters.

(a) *No Abusive Arbitrage Device.* The Bonds are not and will not be part of a transaction or series of transactions that has the effect of (1) enabling the Authority or the District to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (2) overburdening the tax-exempt bond market.

(b) *No Over-Issuance.* The sale proceeds of the Bonds, together with expected investment earnings thereon and other money contributed by the Authority or the District, do not exceed the cost of the governmental purpose of the Bonds as described above.

(c) *Single Issue; No Other Issues.* No other debt obligations of the Authority or the District (1) are being sold within 15 days of the sale of the Bonds, (2) are being sold under the same plan of financing as the Bonds, and (3) are expected to be paid from substantially the same source of funds as the Bonds (disregarding guarantees from unrelated parties, such as bond insurance). Therefore, the Bonds constitute a single "issue" under Regulations § 1.150-1(c).

Section 3.14. Conclusion. On the basis of the facts, estimates, circumstances, representations, covenants, and certifications set forth in this Tax Agreement, neither the Authority nor the District expects that the Bond proceeds will be used in a manner that would cause any Bond to be an "arbitrage bond" within the meaning of Code § 148 and the Regulations.

ARTICLE IV

POST-ISSUANCE TAX REQUIREMENTS, POLICIES AND PROCEDURES

Section 4.1. General.

(a) *Purpose of Article.* The purpose of this **Article IV** is to supplement the Tax Compliance Procedure and to set out specific policies and procedures governing compliance with the federal income tax requirements that apply after the Bonds are issued. The Authority and the District recognize that interest on the Bonds will remain excludable from gross income only if Post-Issuance Tax Requirements are followed after the Issue Date. The Authority and the District further acknowledge that written evidence substantiating compliance with Post-Issuance Tax Requirements must be retained in order to permit the Bonds to be refinanced with tax-exempt obligations and substantiate the position that interest on the Bonds is exempt from gross income in the event of an audit of the Bonds by the IRS.

(b) *Written Policies and Procedures.* The Tax Compliance Procedure is attached to this Tax Agreement as **Exhibit F**. The Authority and the District intend for the Tax Compliance Procedure, as supplemented by this Tax Agreement, to be the written policies and procedures related to the Post-Issuance Tax Requirements for the Bonds and to supplement any other general formal policies and procedures related to tax compliance previously established. The provisions of this Tax Agreement are intended to be consistent with the Tax Compliance Procedure. In the event of any inconsistency between the Tax Compliance Procedure and this Tax Agreement, the terms of this Tax Agreement will govern.

(c) *District Responsible for Post-Issuance Tax Requirements.* The Tax Compliance Procedure contemplates that the District, through the Bond Compliance Officer and others, will be principally responsible for compliance with the Post-Issuance Tax Requirements. The Authority and the District acknowledge that the investment and expenditure of proceeds of the Bonds are primarily within the control of the District, and that substantially all of the Bond proceeds and the Financed Facilities have been and will be owned and controlled by the District. Pursuant to the Development Agreement, upon acceptance of such Certificate of Substantial Completion, Dierbergs 370 Crossing and the District shall work cooperatively to establish such documentation, in form and substance reasonably acceptable to the District and at Dierbergs 370 Crossing's sole cost and expense, as reasonably necessary to establish that portion of the Dierbergs District Project being financed with District Revenues as a public improvement for purposes of the CID Act. For these reasons, the Authority is relying on the District to carry out the Post-Issuance Tax Requirements as set out in the Tax Compliance Procedure and this Tax Agreement. The District hereby agrees to undertake these obligations with respect to the Bonds as imposed by the Tax Compliance Procedure and this Tax Agreement.

(d) *Bond Compliance Officer.* The Bond Compliance Officer will be responsible for working with the Authority and other District officials, departments and administrators and for consulting with Bond Counsel, other legal counsel and outside experts to the extent necessary to comply with the Post-Issuance Tax Requirements.

(e) *Authority Cooperation; Opinion of Bond Counsel.* Upon written notice given by the District (and if otherwise required or requested by the Authority, upon delivery of an Opinion of Bond Counsel addressed to the Authority regarding the action), the Authority will take any action that is necessary to enable the District to satisfy the Post-Issuance Tax Requirements, including, without limitation, executing IRS Form 8038-T in connection with the payment of arbitrage rebate and participating in any federal income tax audit of the Bonds or similar proceedings under a "voluntary

compliance agreement program” (VCAP) procedure or “remedial action” procedure pursuant to Regulations § 1.141-12.

(f) *Responsibilities; Costs.* Neither the Trustee nor the Authority is required to incur any cost in connection with any action taken related to the Post-Issuance Tax Requirements, with all such costs paid or immediately reimbursed by the District. The costs and expenses incurred by the Authority or the District shall be treated as a reasonable cost of administering the Bonds and the Authority and the District shall be entitled to reimbursement and recovery of its costs to the same extent as provided in the Indenture, the Financing Agreement or State law.

Section 4.2. Record Keeping; Use of Bond Proceeds and Use of Financed Facility.

(a) *Record Keeping.* The Bond Compliance Officer will maintain the Tax-Exempt Bond File for the Bonds in accordance with the Tax Compliance Procedure. Unless otherwise specifically instructed in an Opinion of Bond Counsel or to the extent otherwise provided in this Tax Agreement, the Bond Compliance Officer shall retain records related to Post-Issuance Tax Requirements until 3 years following the final maturity of the Bonds or any obligation issued to refund the Bonds. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22, which generally provides that an electronic storage system must (1) ensure an accurate and complete transfer of the hardcopy records which indexes, stores, preserves, retrieves and reproduces the electronic records, (2) include reasonable controls to ensure integrity, accuracy and reliability of the electronic storage system and to prevent unauthorized alteration or deterioration of electronic records, (3) exhibit a high degree of legibility and readability both electronically and in hardcopy, (4) provide support for other books and records of the District and (5) not be subject to any agreement that would limit the ability of the IRS to access and use the electronic storage system on the District’s premises.

(b) *Accounting and Allocation of Bond Proceeds to Expenditures.* Bond proceeds and other money contributed by the District are expected to be used as described in **Section 3.5** hereof. The Bond Compliance Officer will maintain accounting records showing the investment and expenditure of this money as part of the Tax-Exempt Bond File. The expected allocation of the proceeds of the Bonds and proceeds of the Refunded Obligations is summarized on **Exhibit C**; the District may amend or supplement this expected allocation in the future, but the absence of such future allocation, the proceeds of the Bonds and of the Refunded Obligations will be allocated as shown on **Exhibit C**.

(c) *Annual Compliance Checklist.* Attached as **Exhibit E** is a form of annual compliance checklist for the Bonds. The Bond Compliance Officer will prepare and complete an annual compliance checklist for the Financed Facility at least annually in accordance with the Tax Compliance Procedure. In the event the annual compliance checklist identifies a deficiency in compliance with the requirements of this Tax Agreement, the Bond Compliance Officer will take the actions identified in an Opinion of Bond Counsel or the Tax Compliance Procedure to correct any deficiency.

(d) *Opinions of Bond Counsel.* The Bond Compliance Officer is responsible for obtaining and delivering to the Authority, the District and the Trustee any Opinion of Bond Counsel required under the provisions of this Tax Agreement.

Section 4.3. Temporary Periods/Yield Restriction. Except as described below, the District will not invest Gross Proceeds at a Yield greater than the Yield on the Bonds:

(a) *Project Fund.* There is not expected to be any invested Bond proceeds deposited in the Project Fund.

(b) *Sinking Funds.* To the extent that the Revenue Fund and the Debt Service Fund, in the aggregate, qualify as a Bona Fide Debt Service Fund, money in such funds may be invested without Yield restriction for 13 months after the date of deposit. Earnings on such amounts may be invested without Yield restriction for one year after the date of receipt of such earnings.

(c) *Guaranty Account.* Money in the Guaranty Account may be invested without Yield restriction up to the least of: (A) 10% of the original stated principal amount of the Bonds, (B) the maximum annual principal and interest requirements on the Bonds, or (C) 125% of the average annual principal and interest requirements on the Bonds, each determined as of the Issue Date.

(d) *Minor Portion.* In addition to the amounts described above, Gross Proceeds not exceeding the lesser of \$100,000 or 5% of the sale proceeds of the Bonds may be invested without Yield restriction.

Section 4.4. Fair Market Value.

(a) *General.* No Investment may be acquired with Gross Proceeds for an amount (including transaction costs) in excess of the fair market value of such Investment, or sold or otherwise disposed of for an amount (including transaction costs) less than the fair market value of the Investment. The fair market value of any Investment is the price a willing buyer would pay to a willing seller to acquire the Investment in a bona fide, arm's-length transaction. Fair market value will be determined in accordance with Regulations § 1.148-5.

(b) *Established Securities Market.* Except for Investments purchased for a Yield-restricted defeasance escrow, if an Investment is purchased or sold in an arm's-length transaction on an established securities market (within the meaning of Code § 1273), the purchase or sale price constitutes the fair market value. Where there is no established securities market for an Investment, market value must be established using one of the paragraphs below. The fair market value of Investments purchased for a Yield-restricted defeasance escrow must be determined in a bona fide solicitation for bids that complies with Regulations § 1.148-5.

(c) *Certificates of Deposit.* The purchase price of a certificate of deposit (a "CD") is treated as its fair market value on the purchase date if (1) the CD has a fixed interest rate, a fixed payment schedule, and a substantial penalty for early withdrawal, (2) the Yield on the CD is not less than the Yield on reasonably comparable direct obligations of the United States, and (3) the Yield is not less than the highest Yield published or posted by the CD issuer to be currently available on reasonably comparable CDs offered to the public.

(d) *Guaranteed Investment Contracts.* The District is applying Regulations § 1.148-5(d)(6)(iii)(A) to the Bonds. The purchase price of a Guaranteed Investment Contract is treated as its fair market value on the purchase date if all of the following requirements are met:

(1) Bona Fide Solicitation for Bids. The District or the Trustee makes a bona fide solicitation for the Guaranteed Investment Contract, using the following procedures:

(A) The bid specifications are in writing and are timely forwarded to potential providers.

(B) The bid specifications include all “material” terms of the bid. A term is material if it may directly or indirectly affect the Yield or the cost of the Guaranteed Investment Contract.

(C) The bid specifications include a statement notifying potential providers that submission of a bid is a representation (i) that the potential provider did not consult with any other potential provider about its bid, (ii) that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the District, the Trustee, or any other person (whether or not in connection with the Bond issue), and (iii) that the bid is not being submitted solely as a courtesy to the District, the Trustee, or any other person, for purposes of satisfying the requirements of the Regulations.

(D) The terms of the bid specifications are “commercially reasonable.” A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the Yield of the Guaranteed Investment Contract.

(E) The terms of the solicitation take into account the District’s reasonably expected deposit and draw-down schedule for the amounts to be invested.

(F) All potential providers have an equal opportunity to bid. For example, no potential provider is given the opportunity to review other bids (*i.e.*, a last look) before providing a bid.

(G) At least three “reasonably competitive providers” are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of Investments being purchased.

(2) Bids Received. The bids received must meet all of the following requirements:

(A) At least three bids are received from providers that were solicited as described above and that do not have a “material financial interest” in the issue. For this purpose, (i) a lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the Issue Date of the issue, (ii) any entity acting as a financial advisor with respect to the purchase of the Guaranteed Investment Contract at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue, and (iii) a provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(B) At least one of the three bids received is from a reasonably competitive provider, as defined above.

(C) If an agent or broker is used to conduct the bidding process, the agent or broker did not bid to provide the Guaranteed Investment Contract.

(3) Winning Bid. The winning bid is the highest Yielding bona fide bid (determined net of any broker’s fees).

(4) Fees Paid. The obligor on the Guaranteed Investment Contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the Guaranteed Investment Contract.

(5) Records. The District and the Trustee retain the following records with the Bond documents until three years after the last outstanding Bond is redeemed:

(A) A copy of the Guaranteed Investment Contract.

(B) The receipt or other record of the amount actually paid for the Guaranteed Investment Contract, including a record of any administrative costs paid by the District or the Trustee, and the certification as to fees paid, described in paragraph (d)(4) above.

(C) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(D) The bid solicitation form and, if the terms of Guaranteed Investment Contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(e) *Other Investments*. If an Investment is not described above, the fair market value may be established through a competitive bidding process, as follows:

(1) at least three bids on the Investment must be received from persons with no financial interest in the Bonds (*e.g.*, as underwriters or brokers); and

(2) the Yield on the Investment must be equal to or greater than the Yield offered under the highest bid.

Section 4.6. Computation and Payment of Arbitrage Liabilities. Other than Bond proceeds used to pay costs of issuing the Bonds, there is not expected to be any “cash” sale proceeds of the Bonds. The Bonds will be issued to the Purchasers and the proceeds thereof deemed received and used as described in **Section 3.5** hereof. In addition, the District reasonably expects that the Debt Service Fund will qualify as a Bona Fide Debt Service Fund in every Bond Year. Nevertheless, the Authority and the District understand that amounts (from whatever source) deposited into the Guaranty Account will constitute Gross Proceeds of the Bonds, and thus will be subject to arbitrage rebate and yield restriction limitations under Code § 148 and accompanying Regulations. The District will engage Bond Counsel, an independent certified public accountant or a rebate analyst to compute arbitrage rebate and yield restriction liabilities for the Bonds and, to the extent Gross Proceeds are invested at a Yield that exceeds the Yield on the Bonds, the District will pay any such liabilities to the United States at least once every five years, and within 60 days after the discharge of the last Bond, in accordance with Code § 148(f). Notwithstanding anything in the Indenture or the Financing Agreement to the contrary, the obligation to pay arbitrage liabilities to the United States will survive the payment or defeasance of the Bonds.

Section 4.7. Filing Requirements. The Trustee, the Authority and the District will file or cause to be filed with the IRS such reports or other documents as are required by the Code in accordance with an Opinion of Bond Counsel.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.1. Term of Tax Agreement. This Tax Agreement will be effective concurrently with the issuance and delivery of the Bonds and will continue in force and effect until the principal of, redemption premium, if any, and interest on all Bonds have been fully paid and all such Bonds are cancelled; provided that, the provisions of **Section 4.6** regarding payment of arbitrage liabilities and all related penalties and interest will remain in effect until all such amounts are paid to the United States and the provisions of **Section 4.2** relating to recordkeeping responsibilities will remain in force for the period described therein for records to be retained.

Section 5.2. Amendments. This Tax Agreement may be amended from time to time by the parties to this Tax Agreement without notice to or the consent of any of the owners of the Bonds, but only if such amendment is in writing and is accompanied by an Opinion of Bond Counsel to the effect that, under then-existing law, assuming compliance with this Tax Agreement as so amended such amendment will not cause interest on any Bond to be included in gross income for federal income tax purposes. No such amendment will become effective until the Authority, the District and the Trustee receive this Opinion of Bond Counsel.

Section 5.3. Opinion of Bond Counsel. The Authority, the District and the Trustee may deviate from the provisions of this Tax Agreement if furnished with an Opinion of Bond Counsel addressed to each of them to the effect that the proposed deviation will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes. The Authority, the District and the Trustee will comply with any further or different instructions provided in an Opinion of Bond Counsel to the effect that the further or different instructions need to be complied with in order to maintain the validity of the Bonds or the exclusion from gross income of interest on the Bonds.

Section 5.4. Reliance. In delivering this Tax Agreement, each of the Authority, the District and the Trustee is making only those certifications, representations and agreements as are specifically attributed to each in this Tax Agreement. None of the Authority, the District or the Trustee is aware of any facts or circumstances which would cause it to question the accuracy of the facts, circumstances, estimates or expectations of any other party providing certifications as part of this Tax Agreement and, to the best of its knowledge, those facts, circumstances, estimates and expectations are reasonable. The parties to this Tax Agreement understand that their certifications will be relied upon by the law firm of Gilmore & Bell, P.C., in rendering its opinion as to the validity of the Bonds and the exclusion from federal gross income of the interest on the Bonds.

Section 5.5. Severability. If any provision in this Tax Agreement or in the Bonds is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired.

Section 5.6. Benefit of Agreement. This Tax Agreement is binding upon the Authority, the District and the Trustee and their respective successors and assigns, and inures to the benefit of the parties to this Tax Agreement and the owners of the Bonds. Nothing in this Tax Agreement or in the Indenture, the Financing Agreement or the Bonds, express or implied, gives to any person, other than the parties to

this Tax Agreement and their successors and assigns, and the owners of the Bonds, any benefit or any legal or equitable right, remedy or claim under this Tax Agreement.

Section 5.7. Default; Breach and Enforcement. Any misrepresentation of a party contained herein or any breach of a covenant or agreement contained in this Tax Agreement may be pursued by the owners of the Bonds or the other party or parties to this Tax Agreement pursuant to the terms of the Indenture or any other document which references this Tax Agreement and gives remedies for a misrepresentation or breach thereof.

Section 5.8. Execution in Counterparts. This Tax Agreement may be executed in any number of counterparts, each of which so executed will be deemed to be an original, but all such counterparts will together constitute the same instrument.

Section 5.9. Governing Law. This Tax Agreement will be governed by and construed in accordance with the laws of the State of Missouri.

Section 5.10. Electronic Transactions. The parties agree that the transaction described in this Tax Agreement may be conducted, and related documents may be stored, by electronic means.

Section 5.11. No Pecuniary Liability; General Limitation on Authority Obligations.

(a) Notwithstanding the language or implication of any provision, representation, covenant or agreement to the contrary, no provision, representation, covenant or agreement contained in this Tax Agreement or in the Indenture, the Bonds, or any obligation herein or therein imposed upon the Authority, or the breach thereof, shall constitute or give rise to or impose upon the Authority a pecuniary liability (except to the extent of any revenues actually received by the Authority for payment of the Bonds). No provision hereof shall be construed to impose a charge against the general credit of the Authority or any personal or pecuniary liability upon any director, officer, agent or employee of the Authority.

(b) ANY OTHER TERM OR PROVISION OF THIS TAX AGREEMENT OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION WITH THE TRANSACTION WHICH IS THE SUBJECT HEREOF TO THE CONTRARY NOTWITHSTANDING, THE AUTHORITY SHALL NOT BE REQUIRED TO TAKE OR OMIT TO TAKE, OR REQUIRE ANY OTHER PERSON OR ENTITY TO TAKE OR OMIT TO TAKE, ANY ACTION WHICH WOULD CAUSE IT OR ANY PERSON OR ENTITY TO BE, OR RESULT IN IT OR ANY PERSON OR ENTITY BEING, IN VIOLATION OF ANY LAW OF THE STATE.

The parties to this Tax Agreement have caused this Tax Compliance Agreement to be duly executed by their duly authorized officers as of the Issue Date of the Bonds.

**THE INDUSTRIAL DEVELOPMENT
AUTHORITY OF ST. CHARLES COUNTY,
MISSOURI**

By: 

Scott J. Drachnik, President

**FOUNTAIN LAKES COMMERCE CENTER
NORTH COMMUNITY IMPROVEMENT
DISTRICT**

By:


Chairman

[Tax Compliance Agreement]

BOKF, N.A., as Trustee

By: 
Title: Authorized Officer

[Tax Compliance Agreement]

EXHIBIT A

EXPECTED DEBT SERVICE SCHEDULE AND PROOF OF BOND YIELD

EXHIBIT A TO TAX COMPLIANCE AGREEMENT

**The Industrial Development Authority of St. Charles County, Missouri
Special Assessment and Sales Tax Refunding Revenue Bonds
Special Assessment and Sales Tax Revenue Bonds
(Fountain Lakes Commerce Center North Community Improvement District Project)
Series 2025A, Series 2025B and Series 2025C**

Proof of Bond Yield									
Bond Payments					Investment Yield				
Date	Bonds Issued	Current Interest	Compounded Interest	Principal	Total	Factor @ 8.50188543%	Present Value	Present Value to 7/25/2025	
7/25/2025	(5,940,260)				(5,940,260)	1.0000000		(5,940,260.32)	
10/1/2025		1,517.17	-	-	1,517	0.9848513		1,494.19	
4/1/2026		192,383.52	-	-	192,384	0.9446930		181,743.36	
10/1/2026		94,303.90	-	-	94,304	0.9061721		85,455.56	
4/1/2027		266,050.17	72,592.07	-	338,642	0.8692220		294,355.28	
10/1/2027		154,730.70	-	-	154,731	0.8337785		129,011.14	
4/1/2028		267,564.97	83,892.64	-	351,458	0.7997803		281,088.88	
10/1/2028		158,974.67	-	-	158,975	0.7671684		121,960.35	
4/1/2029		268,463.09	91,273.04	-	359,736	0.7358863		264,724.90	
10/1/2029		163,341.99	-	-	163,342	0.7058798		115,299.81	
4/1/2030		268,886.77	94,738.64	-	363,625	0.6770968		246,209.60	
10/1/2030		166,674.95	-	-	166,675	0.6494874		108,253.29	
4/1/2031		269,033.26	102,030.77	-	371,064	0.6230039		231,174.34	
10/1/2031		169,803.46	-	-	169,803	0.5976003		101,474.59	
4/1/2032		268,729.92	104,965.27	-	373,695	0.5732325		214,214.22	
10/1/2032		172,992.47	-	-	172,992	0.5498583		95,121.35	
4/1/2033		268,148.15	112,913.89	-	381,062	0.5274373		200,986.32	
10/1/2033		175,010.75	-	-	175,011	0.5059304		88,543.27	
4/1/2034		267,103.70	115,459.18	-	382,563	0.4853006		185,657.99	

EXHIBIT A TO TAX COMPLIANCE AGREEMENT

The Industrial Development Authority of St. Charles County, Missouri
Special Assessment and Sales Tax Refunding Revenue Bonds
Special Assessment and Sales Tax Revenue Bonds
(Fountain Lakes Commerce Center North Community Improvement District Project)
Series 2025A, Series 2025B and Series 2025C

Proof of Bond Yield										
Bond Payments										
Investment Yield										
Date	Bonds Issued	Current Interest	Compounded Interest	Principal	Total	Present Value Factor @ 8.50188543%	Present Value to 7/25/2025			
10/1/2034		177,054.97	-	-	177,055	0.4655119	82,421.20			
4/1/2035		265,815.20	123,042.95	-	388,858	0.4465302	173,636.91			
10/1/2035		178,825.52	-	-	178,826	0.4283225	76,594.99			
4/1/2036		264,060.69	126,029.66	-	390,090	0.4108572	160,271.41			
10/1/2036		180,613.78	-	-	180,614	0.3941040	71,180.62			
4/1/2037		262,023.29	134,180.61	-	396,204	0.3780340	149,778.55			
10/1/2037		182,419.92	-	-	182,420	0.36226193	66,148.98			
4/1/2038		259,461.39	137,988.55	-	397,450	0.3478331	138,246.24			
10/1/2038		184,244.12	-	-	184,244	0.3336498	61,473.02			
4/1/2039		256,544.37	96,077.74	51,052.63	403,675	0.3200449	129,194.04			
10/1/2039		186,086.56	-	-	186,087	0.3069947	57,127.59			
4/1/2040		253,020.03	64,204.77	87,709.66	404,934	0.2944767	119,243.76			
10/1/2040		187,947.42	-	-	187,947	0.2824691	53,089.34			
4/1/2041		249,054.86	58,616.25	103,601.17	411,272	0.2709511	111,434.69			
10/1/2041		189,826.90	-	-	189,827	0.2599028	49,336.54			
4/1/2042		244,384.80	52,333.72	115,826.97	412,545	0.2493050	102,849.65			
10/1/2042		191,725.17	-	-	191,725	0.2391393	45,849.03			
4/1/2043		239,172.26	45,512.80	134,313.07	418,998	0.2293882	96,113.21			
10/1/2043		193,642.42	-	-	193,642	0.2200346	42,608.03			

EXHIBIT A TO TAX COMPLIANCE AGREEMENT

**The Industrial Development Authority of St. Charles County, Missouri
Special Assessment and Sales Tax Refunding Revenue Bonds
Special Assessment and Sales Tax Revenue Bonds
(Fountain Lakes Commerce Center North Community Improvement District Project)
Series 2025A, Series 2025B and Series 2025C**

Proof of Bond Yield										
Bond Payments										
Date	Bonds Issued	Current Interest	Compounded Interest	Principal	Total	Investment Yield Factor @ 8.50188543%	Investment Yield			
							Present Value	Present Value to 7/25/2025	Present Value to 7/25/2025	Present Value to 7/25/2025
4/1/2044		233,139.87	37,887.24	149,257.51	420,285	0.2110625	88,706.31			
10/1/2044		195,578.85	-	-	195,579	0.2024562	39,596.14			
4/1/2045		226,444.53	29,607.37	170,801.99	426,854	0.1942008	82,895.37			
10/1/2045		197,534.63	-	-	197,535	0.1862821	36,797.16			
4/1/2046		218,793.82	20,392.51	188,967.11	428,153	0.1786862	76,505.12			
10/1/2046		199,509.98	-	-	199,510	0.1714001	34,196.03			
4/1/2047		210,337.44	10,386.05	205,640.54	426,364	0.1644111	70,098.97			
10/1/2047		201,156.31	-	348.77	201,505	0.1577070	31,778.77			
4/1/2048		201,141.49	-	235,012.01	436,154	0.1512764	65,979.72			
10/1/2048		191,153.48	-	12,366.65	203,520	0.1451079	29,532.38			
4/1/2049		190,627.90	-	252,333.62	442,962	0.1391910	61,656.25			
10/1/2049		179,903.72	-	25,651.61	205,555	0.1335153	27,444.79			
4/1/2050		178,813.52	-	265,472.87	444,286	0.1280711	56,900.24			
10/1/2050		167,530.93	-	40,079.96	207,611	0.1228489	25,504.76			
4/1/2051		165,827.53	-	285,389.03	451,217	0.1178396	53,171.16			
10/1/2051		153,698.49	-	55,988.51	209,687	0.1130345	23,701.87			
4/1/2052		151,318.98	-	301,234.65	452,554	0.1084254	49,068.32			
10/1/2052		138,516.51	-	73,267.36	211,784	0.1040043	22,026.43			
4/1/2053		135,402.65	-	324,205.19	459,608	0.0997634	45,852.03			

EXHIBIT A TO TAX COMPLIANCE AGREEMENT

The Industrial Development Authority of St. Charles County, Missouri
Special Assessment and Sales Tax Refunding Revenue Bonds
Special Assessment and Sales Tax Revenue Bonds
(Fountain Lakes Commerce Center North Community Improvement District Project)
Series 2025A, Series 2025B and Series 2025C

Proof of Bond Yield									
Bond Payments									
Date	Bonds Issued	Current Interest	Compounded Interest	Principal	Total	Present Value Factor @ 8.50188543%	Investment Yield		
							Present Value	Present Value to 7/25/2025	
10/1/2053		121,623.93	-	92,277.77	213,902	0.0956954	20,469.41		
4/1/2054		117,702.12	-	343,254.66	460,957	0.0917933	42,312.76		
10/1/2054		103,113.80	-	112,926.92	216,041	0.0880504	19,022.47		
4/1/2055		98,314.40	-	369,822.50	468,137	0.0844600	39,538.85		
10/1/2055		82,596.95	-	135,604.18	218,201	0.0810161	17,677.80		
4/1/2056		76,833.77	-	392,663.58	469,497	0.0777126	36,485.84		
10/1/2056		60,145.57	-	160,237.57	220,383	0.0745437	16,428.19		
4/1/2057		53,335.47	-	423,469.82	476,805	0.0715041	34,093.56		
10/1/2057		35,338.00	-	187,248.97	222,587	0.0685885	15,266.90		
4/1/2058		27,379.92	-	450,796.92	478,177	0.0657917	31,460.08		
10/1/2058		8,221.05	-	193,436.55	201,658	0.0631090	12,726.41		
4/1/2059		-	-	-	-	0.0605357	-		
Total	(5,940,260.32)	12,060,672.89	1,714,125.72	5,940,260.32	13,774,798.61		0.00		

Bond Yield 8.50189%

EXHIBIT B

IRS FORM 8038-G



One Metropolitan Square
211 N. Broadway, Suite 2000
St. Louis, Missouri 63102-2746

(314) 436-1000 / (816) 221-1018 FAX / gilmore@bell.com

August 18, 2025

VIA FEDERAL EXPRESS

Internal Revenue Service Center
1973 N. Rulon White Blvd.
Ogden, Utah 84201

Re: The Industrial Development Authority of St. Charles County, Missouri –
Special Assessment and Sales Tax Refunding Revenue Bonds (Fountain Lakes Commerce
Center North Community Improvement District Project), Series 2025A

Special Assessment and Sales Tax Revenue Bonds (Fountain Lakes Commerce Center
North Community Improvement District Project), Series 2025B

Special Assessment and Sales Tax Revenue Bonds (Fountain Lakes Commerce Center
North Community Improvement District Project), Series 2025C

Ladies and Gentlemen:

In accordance with Section 149(e) of the Internal Revenue Code of 1986, as amended, we enclose Form 8038-G for filing in connection with the above-referenced transaction.

Please call if you have any questions. Thank you.

Very truly yours,

Shannon W. Creighton

SWC:etm
Enclosure

Information Return for Tax-Exempt Governmental Bonds

(Rev. October 2021)

Under Internal Revenue Code section 149(e)

See separate instructions.

OMB No. 1545-0047

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.
Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority		Check box if Amended Return <input type="checkbox"/>	
1 Issuer's name The Industrial Development Authority of St. Charles County, Missouri		2 Issuer's employer identification number (EIN) 43-1153264	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) Shannon W. Creighton, Gilmore & Bell, P.C., Bond Counsel		3b Telephone number of other person shown on 3a 314-436-1000	
4 Number and street (or P.O. box if mail is not delivered to street address) 211 North Broadway	Room/suite 2000	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code St. Louis, MO 63102		7 Date of issue 07/25/2025	
8 Name of issue Special Assessment and Sales Tax Revenue Bonds, Series 2025ABC (Fountain Lakes Commerce Center North Community Improvement District Project)		9 CUSIP number None	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information Mr. Scott Drachnik, President		10b Telephone number of officer or other employee shown on 10a 636-229-5281	

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.

11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe public improvements for development project (utilities, streets, site work, etc.)	18	5,940,260
19a If bonds are TANs or RANs, check only box 19a		<input type="checkbox"/>
b If bonds are BANs, check only box 19b		<input type="checkbox"/>
20 If bonds are in the form of a lease or installment sale, check box		<input type="checkbox"/>

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	04/01/2065	\$ 5,940,260	\$ 5,940,260	26.678 years	8.5018 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest	22	0
23	Issue price of entire issue (enter amount from line 21, column (b))	23	5,940,260
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	208,245
25	Proceeds used for credit enhancement	25	
26	Proceeds allocated to reasonably required reserve or replacement fund	26	125,000
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	4,040,201
28	Proceeds used to refund prior taxable bonds. Complete Part V	28	109,005
29	Total (add lines 24 through 28)	29	4,482,451
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	1,457,809

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	26.678	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded	26.678	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	07/25/2025	
34	Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	11/29/2018 & 04/01/2021	

Part VI Miscellaneous

- 35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) 35
- 36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions 36a
 - b Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____
 - c Enter the name of the GIC provider ▶ _____
- 37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units 37
- 38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ and enter the following information:
 - b Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____
 - c Enter the EIN of the issuer of the master pool bond ▶ _____
 - d Enter the name of the issuer of the master pool bond ▶ _____
- 39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶
- 40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶
- 41a If the issuer has identified a hedge, check here ▶ and enter the following information:
 - b Name of hedge provider ▶ _____
 - c Type of hedge ▶ _____
 - d Term of hedge ▶ _____
- 42 If the issuer has superintegrated the hedge, check box ▶
- 43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶
- 44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶
- 45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ and enter the amount of reimbursement _____
 - b Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.				
	Signature of issuer's authorized representative	7/24/2025 Date	Mr. Scott Drachnik, President Type or print name and title		
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	James Dummitt		7/22/25		P01062537
	Firm's name ▶ Gilmore & Bell, P.C.	Firm's EIN ▶ 43-1611738		Phone no. 816-221-1000	
	Firm's address ▶ 2405 Grand Boulevard, Suite 1100, Kansas City, MO 64108				



August 25, 2025

Dear Customer,

The following is the proof-of-delivery for tracking number: 392246790519

Delivery Information:

Status:	Delivered	Delivered To:	Shipping/Receiving
Signed for by:	I.Scamps	Delivery Location:	
Service type:	FedEx 2Day		
Special Handling:	Deliver Weekday		Ogden, UT,
		Delivery date:	Aug 20, 2025 10:20

Shipping Information:

Tracking number:	392246790519	Ship Date:	Aug 18, 2025
		Weight:	0.5 LB/0.23 KG
Recipient:		Shipper:	
OGDEN, UT, US,		St. Louis, MO, US,	

Purchase Order 600643.20161

FedEx Express proof-of-delivery details appear below; however, no signature is currently available for this shipment. Please check again later for a signature.

EXHIBIT C

PROJECT DESCRIPTION

The Bonds are being issued to finance and refinance certain public improvements related to a commercial development known as "Fountain Lakes," including street, roadway and bridge improvements; site preparation, grading, drainage and detention; signage, striping, lighting, pavement, curb, gutter and sidewalk improvements; sanitary water systems, stormwater facilities and utilities improvements; and removal and relocation of gas and/or oil pipelines. The Series 2025A Bonds are being issued to refinance the Series 2018 Bonds and the Series 2021 Notes, which were issued to finance original public improvements. The Series 2025B Bonds and Series 2025C Bonds are being issued to finance additional public improvements. The reasonably expected economic life of the Project is not less than 30 years.

EXHIBIT D-1

DEVELOPER CERTIFICATE

The Industrial Development Authority of St. Charles County, Missouri

**Special Assessment and Sales Tax Refunding
Revenue Bonds, Series 2025A
(Fountain Lakes Commerce Center North
Community Improvement District Project)**

**Special Assessment and
Sales Tax Revenue Bonds, Series 2025B
(Fountain Lakes Commerce Center North
Community Improvement District Project)**

The undersigned, on behalf of The Millstone Company, a Missouri corporation, and Fountain Lakes Land Holding, LLC, a Missouri limited liability company (collectively, the “Developer”), as developers of a portion of a commercial redevelopment project known as Fountain Lakes Commerce Center (the “Project”), to be financed or refinanced, in whole or in part, by the above-captioned bonds (the “Bonds”) being issued by The Industrial Development Authority of St. Charles County, Missouri (the “Authority”) on the date of this Certificate, hereby certifies and represents, as of July 25, 2025, as follows:

1. Timing of Spending Bond Proceeds. As of the date of this Certificate, the Developer has entered into a binding obligation for the expenditure of at least 5% of the Bond proceeds for Project costs. The Developer reasonably expects that at least 85% of the Bond proceeds will be expended for Project costs within three years after the date of this Certificate. The Developer reasonably expects that the completion of the Project and the expenditure of Bond proceeds for Project costs has proceeded and will continue to proceed with due diligence.

2. Capital Expenditures. The costs for which the Developer was reimbursed, and will seek to be reimbursed, from Bond proceeds constitute or will constitute “capital expenditures,” meaning any cost of a type that is properly chargeable to capital account (or would be so chargeable with a proper election) under general federal income tax principles.

3. Project; Economic Life. The portion of the Project financed or refinanced by the Bonds consists of certain public improvements, including street and roadway improvements; a parking lot; site work (preparation, grading, drainage, detention); pavement, curb, gutter, and sidewalk improvements; sanitary water systems; storm water facilities; utilities; lighting; landscaping; and irrigation and similar improvements. The average, reasonably expected economic life of the Project is approximately 30 years.

4. Public Improvements; “Private Business Use.” The property and improvements financed or refinanced by the Bonds has been and will be owned by or dedicated to, or to be owned by or dedicated to the Fountain Lakes Commerce Center North Community Improvement District (the “District”), the City of St. Charles, Missouri, or another governmental entity. The Developer will not seek to be reimbursed from Bond proceeds for costs that have been or will be made with respect to property owned or to be owned by, or otherwise used or to be used in a “private business use” of, the Developer, an affiliate thereof, or any other non-governmental entity. The Developer acknowledges and understands that “private business use” generally results from ownership or a lease of any portion of the Project, or any other agreement or arrangement that grants any special legal right or entitlement with respect to the Project that is not otherwise enjoyed by or available to the general public.

This Certificate may be relied upon by the Authority and the District in executing and delivering the Tax Compliance Agreement, dated as of July 1, 2025, to which this Certificate serves as an exhibit, and by Gilmore & Bell, P.C., Bond Counsel, in rendering its opinion relating to the issuance of the Bonds, including the exclusion from gross income of the interest on the Bonds for federal income tax purposes and certain other federal income tax matters.

THE MILLSTONE COMPANY

By: 
Name: Robert D. Millstone
Title: President

FOUNTAIN LAKES LAND HOLDING, LLC

By: 
Name: Robert D. Millstone
Title: Authorized Representative

EXHIBIT D-2

DEVELOPER CERTIFICATE

The Industrial Development Authority of St. Charles County, Missouri

Special Assessment and Sales Tax Revenue Bonds, Series 2025C (Fountain Lakes Commerce Center North Community Improvement District Project)

The undersigned, on behalf of Dierbergs 370 Crossing, LLC, a Missouri limited liability (the “Developer”), as the developer of a portion of a commercial redevelopment project known as Fountain Lakes Commerce Center (the “Project”), to be financed, in whole or in part, by the above-captioned bonds (the “Bonds”) being issued by The Industrial Development Authority of St. Charles County, Missouri (the “Authority”) on the date of this Certificate, hereby certifies and represents, as of July 25, 2025, as follows:

1. Timing of Spending Bond Proceeds. As of the date of this Certificate, the Developer has entered into a binding obligation for the expenditure of at least 5% of the Bond proceeds for Project costs. The Developer reasonably expects that at least 85% of the Bond proceeds will be expended for Project costs within three years after the date of this Certificate. The Developer reasonably expects that the completion of the Project and the expenditure of Bond proceeds for Project costs has proceeded and will continue to proceed with due diligence.

2. Capital Expenditures. The costs for which the Developer will seek to be reimbursed from Bond proceeds constitute or will constitute “capital expenditures,” meaning any cost of a type that is properly chargeable to capital account (or would be so chargeable with a proper election) under general federal income tax principles.

3. Project; Economic Life. The portion of the Project financed by the Bonds consists of certain public improvements, including street and roadway improvements; a parking lot; site work (preparation, grading, drainage, detention); pavement, curb, gutter, and sidewalk improvements; sanitary water systems; storm water facilities; utilities; lighting; landscaping; and irrigation and similar improvements. The average, reasonably expected economic life of the Project is approximately 30 years.

4. Public Improvements; “Private Business Use.” The property and improvements financed by the Bonds will be owned by or dedicated to, or to be owned by or dedicated to the Fountain Lakes Commerce Center North Community Improvement District (the “District”), the City of St. Charles, Missouri, or another governmental entity. Pursuant to the Development Agreement, upon acceptance of such Certificate of Substantial Completion, Dierbergs 370 Crossing and the District shall work cooperatively to establish such documentation, in form and substance reasonably acceptable to the District and at Dierbergs 370 Crossing’s sole cost and expense, as reasonably necessary to establish that portion of the Dierbergs District Project being financed with District Revenues as a public improvement for purposes of the CID Act. The Developer will not seek to be reimbursed from Bond proceeds for costs that have been or will be made with respect to property owned or to be owned by, or otherwise used or to be used in a “private business use” of, the Developer, an affiliate thereof, or any other non-governmental entity. The Developer acknowledges and understands that “private business use” generally results from ownership or a lease of any portion of the Project, or any other agreement or arrangement that grants any special legal right or entitlement with respect to the Project that is not otherwise enjoyed by or available to the general public.

This Certificate may be relied upon by the Authority and the District in executing and delivering the Tax Compliance Agreement, dated as of July 1, 2025, to which this Certificate serves as an exhibit, and by Gilmore & Bell, P.C., Bond Counsel, in rendering its opinion relating to the issuance of the Bonds, including the exclusion from gross income of the interest on the Bonds for federal income tax purposes and certain other federal income tax matters.

DIERBERGS 370 CROSSING, LLC,
a Missouri limited liability company

By: Dierbergs Investment Corp.,
a Missouri corporation

By: 
Brent C. Beumer, Vice President

EXHIBIT E

FORM OF ANNUAL COMPLIANCE CHECKLIST

<p>Name of tax-exempt obligations (the "Bonds") financing the Financed Assets:</p>	<p>The Industrial Development Authority of St. Charles County, Missouri</p> <p>Special Assessment and Sales Tax Refunding Revenue Bonds, Series 2025A (Fountain Lakes Commerce Center North Community Improvement District Project)</p> <p>Special Assessment and Sales Tax Revenue Bonds, Series 2025B (Fountain Lakes Commerce Center North Community Improvement District Project)</p> <p>Special Assessment and Sales Tax Revenue Bonds, Series 2025C (Fountain Lakes Commerce Center North Community Improvement District Project)</p>
<p>Issue Date of the Bonds:</p>	<p><u>July 25, 2025</u></p>
<p>Name of Bond Compliance Officer:</p>	
<p>Period covered by request ("Annual Period"):</p>	

Item	Question	Response
1. Private Business Use	<p>List the Financed Assets owned by or dedicated to any person or entity other than the City, the County, or the District (for example, a homeowners' association or business entity), and the total cost of each asset financed or refinanced by the Bonds (including costs originally financed by the Series 2018A Bonds and the Series 2021 Note):</p> <ul style="list-style-type: none"> • _____ \$ _____ • _____ \$ _____ • _____ \$ _____ • _____ \$ _____ • _____ \$ _____ • _____ \$ _____ <p align="right">TOTAL \$ _____</p> <p>Does the total amount above exceed 10% of the costs of the Financed Assets financed or refinanced by the Bonds (\$[_____])?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<p>If Yes, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Arbitrage Rebate and Yield Restriction	<p>Has the arbitrage rebate and yield restriction calculation been prepared for the year?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<p>If No, contact Bond Counsel, and, if necessary, arrange for an arbitrage calculation to be prepared and include a copy in the Tax-Exempt Bond File.</p>	

Signature, Name and Title of Person Completing Questionnaire:

Printed Name:

Title:

Date Completed:

EXHIBIT F

AUTHORITY TAX COMPLIANCE PROCEDURE

**THE INDUSTRIAL DEVELOPMENT AUTHORITY
OF ST. CHARLES COUNTY, MISSOURI**

TAX-EXEMPT FINANCING COMPLIANCE POLICY AND PROCEDURE

Dated July 19, 2013

TAX-EXEMPT FINANCING COMPLIANCE POLICY AND PROCEDURE

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TAX-EXEMPT FINANCING COMPLIANCE POLICY AND PROCEDURE

THIS TAX-EXEMPT FINANCING COMPLIANCE POLICY AND PROCEDURE (this "Compliance Procedure"), dated July 19, 2013, is hereby adopted by **THE INDUSTRIAL DEVELOPMENT AUTHORITY OF ST. CHARLES COUNTY, MISSOURI** (the "Issuer") in connection with its issuance of Tax-Exempt Bonds (as defined herein).

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. Capitalized words and terms used in this Compliance Procedure have the following meanings:

"**Annual Compliance Checklist**" means the questionnaire and/or checklist described in Section 5.5 that is completed each year by the Conduit User for the applicable Tax-Exempt Bonds.

"**Bond Compliance Officer**" means the Issuer's President or, if the position of President is vacant, the person filling the responsibilities of the Chairman of the Governing Body.

"**Bond Counsel**" means the law firm selected by the Issuer or the Conduit User (1) to provide a legal opinion regarding the tax status of interest relative to the applicable Tax-Exempt Bonds upon the issuance thereof or (2) to provide advice on matters referenced in this Compliance Procedure.

"**Bond Restricted Funds**" means the funds, accounts, and investments that are subject to arbitrage rebate and/or yield restriction rules that have been identified in the Tax Compliance Agreement for the applicable Tax-Exempt Bonds.

"**Bond Transcript**" means the "transcript of proceedings" or other similarly titled set of transaction documents assembled by Bond Counsel following the issuance of the applicable Tax-Exempt Bonds.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Compliance Procedure**" means this Tax-Exempt Financing Compliance Policy and Procedure.

"**Conduit User**" means the entity to which proceeds of the applicable Tax-Exempt Bonds issued by the Issuer are loaned or otherwise made available and who is required to pay principal of and interest on such Tax-Exempt Bonds.

"**Conduit User Bond Compliance Officer**" means the individual officer, member, partner or employee of the Conduit User or of its general partner, managing member or manager identified as the primary individual responsible for post-issuance tax compliance by the Conduit User in connection with the applicable Tax-Exempt Bonds.

"**Cost**" or "**Costs**" means all costs and expenses paid for the acquisition, design, construction, equipping or improvement of the Project Facility or costs of issuing the applicable Tax-Exempt Bonds for the Project Facility.

"**Final Written Allocation**" means the Final Written Allocation prepared pursuant to Section 5.4.

"Financed Assets" means that part of the Project Facility treated as financed or refinanced with applicable Tax-Exempt Bond proceeds as reflected in the Final Written Allocation or, if no Final Written Allocation was prepared, in the books and records of the Trustee and the Conduit User and the Tax Compliance Agreement for the applicable Tax-Exempt Bonds.

"Governing Body" means the board of directors of the Issuer.

"Intent Resolution" means the resolution of the Issuer or the Conduit User stating (1) the intent of the Issuer or the Conduit User to finance all or a portion of the Project Facility, (2) the expected maximum size of the financing and (3) the intent of the Issuer to reimburse Costs of the Project Facility paid by the Conduit User from proceeds of the applicable Tax-Exempt Bonds.

"IRS" means the Internal Revenue Service.

"Issuer" means The Industrial Development Authority of St. Charles County, Missouri.

"Placed In Service" means that date (as determined by the Conduit User Bond Compliance Officer) when the Project Facility is substantially complete and in operation at substantially its design level.

"Project Facility" means all tangible or intangible property financed or refinanced in whole or in part with the applicable Tax-Exempt Bonds that are (1) functionally related or integrated in use, (2) located on the same physical site or proximate sites, and (3) expected to be Placed In Service within the same 12-month period.

"Rebate Analyst" means the rebate analyst selected pursuant to the Tax Compliance Agreement for the applicable Tax-Exempt Bonds.

"Regulations" means all regulations issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to tax-exempt obligations.

"Tax Compliance Agreement" means the Federal Tax Certificate, the Tax Compliance Agreement, the Arbitrage Agreement, or other written certification or agreement of the Issuer or the Conduit User setting out representations and covenants relating to the applicable Tax-Exempt Bonds.

"Tax-Exempt Bonds" means any bond or note of the Issuer, or any installment sale agreement, lease or certificate intended to be a debt obligation of the Issuer, the proceeds of which were or will be loaned or otherwise made available to a Conduit User, and the interest on which is either (1) excludable from gross income for federal income tax purposes or (2) taxable to the bond owners, but is based on a lower rate due to the advantages of a federal program (such as Build America Bonds).

"Tax-Exempt Bond File" means documents and records which may consist of paper and electronic medium, maintained for the applicable Tax-Exempt Bonds. Each Tax-Exempt Bond File will include the following information relative to the applicable Tax-Exempt Bonds, if extant:

- (a) Intent Resolution. (Duplicate Copy Maintained by Bond Compliance Officer)
- (b) Bond Transcript. (Duplicate Copy Maintained by Bond Compliance Officer)
- (c) Final Written Allocation and/or all available books and records related to the Project Facility showing the proceeds of the applicable Tax-Exempt Bonds

- allocated to expenditures and other sources of funds (if any) allocated to expenditures.
- (d) All rebate and yield reduction payment calculations performed by the Rebate Analyst and all investment records provided to the Rebate Analyst for purposes of preparing the calculations.
 - (e) Forms 8038-T together with proof of filing and payment of rebate. (Duplicate Copy Maintained by Bond Compliance Officer)
 - (f) Investment agreement bid documents (unless included in the Bond Transcript) including:
 - (1) bid solicitation, bid responses, certificate of broker;
 - (2) written summary of reasons for deviations from the terms of the solicitation that are incorporated into the investment agreement; and
 - (3) copies of the investment agreement and any amendments.
 - (g) Any item required to be maintained by the terms of the Tax Compliance Agreement involving the use of the Project Facility or expenditures related to tax compliance for the applicable Tax-Exempt Bonds.
 - (h) Any opinion of Bond Counsel regarding the applicable Tax-Exempt Bonds not included in the Bond Transcript. (Duplicate Copy Maintained by Bond Compliance Officer)
 - (i) Amendments, modifications or substitute agreements to any agreement contained in the Bond Transcript. (Duplicate Copy Maintained by Bond Compliance Officer)
 - (j) Any correspondence with the IRS relating to the applicable Tax-Exempt Bonds including all correspondence relating to an audit by the IRS of such Tax-Exempt Bonds or any proceedings under the Tax-Exempt Bonds Voluntary Closing Agreement Program (VCAP). (Duplicate Copy Maintained by Bond Compliance Officer)
 - (k) Any available questionnaires or correspondence substantiating the use of the Project Facility in accordance with the terms of the Tax Compliance Agreement for the applicable Tax-Exempt Bonds.
 - (l) For refunding bond issues, the Tax-Exempt Bond Files for the refunded Tax-Exempt Bonds directly or indirectly refunded in whole or in part by the applicable Tax-Exempt Bonds.

“Trustee” means the corporate trustee named in the trust indenture or other similar document included in the Bond Transcript for the applicable Tax-Exempt Bonds.

Section 1.2. Rules of Construction.

(a) Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing person shall include firms, associations and corporations, including public bodies, as well as natural persons.

(b) The table of contents hereto and the headings and captions herein are for convenience only and are not a part of this document.

(c) Terms used in an accounting context and not otherwise defined herein shall have the meaning ascribed to them by applicable generally accepted principles of accounting.

ARTICLE II

PURPOSE AND SCOPE

Section 2.1. Purpose of Compliance Procedure.

(a) The Issuer issues Tax-Exempt Bonds and loans or otherwise makes the proceeds available to Conduit Users to fund Costs of the Project Facilities. The Issuer understands that in order for interest on the applicable Tax-Exempt Bonds to be excluded from gross income for federal income tax purposes, the Code and Regulations impose ongoing requirements related to the proceeds of such Tax-Exempt Bonds and the Project Facility financed or refinanced thereby. These requirements focus on the investment, use and expenditure of proceeds of such Tax-Exempt Bonds and related funds as well as restrictions on the use of the Project Facility.

(b) The Issuer recognizes that the IRS has recommended that issuers of Tax-Exempt Bonds have a separate written procedure regarding ongoing compliance with the federal tax requirements applicable to Tax-Exempt Bonds.

(c) This Compliance Procedure is adopted by the Governing Body to comply with the IRS directives and to provide tax compliance and documentation. As the Conduit User for the applicable Tax-Exempt Bonds is primarily responsible for the expenditure and investment of proceeds of such Tax-Exempt Bonds of the Issuer, the use of the Financed Assets and the Project Facility, this Compliance Procedure provides that the Conduit User will undertake substantially all obligations related to post-issuance compliance for such Tax-Exempt Bonds issued for its benefit. Notwithstanding anything herein to the contrary, it shall not be the obligation of the Issuer or the Bond Compliance Officer to take any of the actions, to perform any of the tasks or to assume any of the obligations of the Conduit User or the Conduit User Bond Compliance Officer hereunder or under the Tax Compliance Agreement for any of the applicable Tax-Exempt Bonds.

Section 2.2. Scope of Compliance Procedure; Conflicts. This Compliance Procedure applies to Tax-Exempt Bonds currently outstanding and Tax-Exempt Bonds issued in the future. If the provisions of this Compliance Procedure conflict with the Tax Compliance Agreement or any other specific written instructions of Bond Counsel related to the applicable Tax-Exempt Bonds, the terms of the Tax Compliance Agreement or specific written instructions of Bond Counsel will supersede and govern in lieu of this Compliance Procedure. Any exception to this Compliance Procedure required by Bond Counsel as part of a future issue of Tax-Exempt Bonds is to be incorporated in the Tax Compliance Agreement for such future issue. Any such exceptions incorporated in the Tax Compliance Agreement for the applicable Tax-Exempt Bonds, are to be noted by Bond Counsel for the attention of the Bond Compliance Officer and the Conduit User Bond Compliance Officer and included in the Annual Compliance Checklist.

Section 2.3. Amendments and Availability of Compliance Procedure. This Compliance Procedure may be amended from time-to-time by the Governing Body. Copies of this Compliance Procedure and any amendments will be included in the public records of the Issuer.

ARTICLE III

BOND COMPLIANCE OFFICER; TRAINING

Section 3.1. Bond Compliance Officer Duties. The Bond Compliance Officer is responsible for implementing this Compliance Procedure and will work with the various Conduit User Bond

Compliance Officers and Trustees in order to implement this Compliance Procedure. The Bond Compliance Officer will consult with Bond Counsel, legal counsel to the Issuer, accountants, tax return preparers and other outside experts to the extent necessary to carry out the purposes of this Compliance Procedure. The Bond Compliance Officer will report to the Governing Body as necessary, and at least annually, regarding implementation of this Compliance Procedure and any recommended changes or amendments to this Compliance Procedure.

Section 3.2. Training. The Bond Compliance Officer and/or other employees of the Issuer at the direction of the Bond Compliance Officer will attend training programs offered by the IRS or other industry professionals regarding tax-exempt financing as the Bond Compliance Officer determines as are relevant and appropriate.

ARTICLE IV

TAX-EXEMPT BONDS CURRENTLY OUTSTANDING

Section 4.1. Tax-Exempt Bonds Covered by Article IV. This Article IV applies to all Tax-Exempt Bonds issued prior to the date of this Compliance Procedure that are currently outstanding.

Section 4.2. Tax-Exempt Bond Files. As soon as practical, the Bond Compliance Officer will attempt to assemble as much of the Tax-Exempt Bond Files as are available for the applicable Tax-Exempt Bonds that are currently outstanding.

Section 4.3. Conduit User Contacts. As soon as practical, the Bond Compliance Officer will send to each Conduit User of Tax-Exempt Bonds that are currently outstanding a letter reminding the Conduit User that under the Tax Compliance Agreement for the applicable Tax-Exempt Bonds, it is responsible for post-issuance tax compliance related to the investment of Bond Restricted Funds, record-keeping, use of such Tax-Exempt Bond proceeds, and use of the Project Facility. The letter will also include the above definition of the term "Tax-Exempt Bond File" and recommend that the Conduit User retain the materials described in that definition for the applicable Tax-Exempt Bonds.

Section 4.4. Annual Certifications. In the letter referred to in Section 4.3, the Bond Compliance Officer will request each Conduit User to certify annually in writing to the Issuer and the Trustee its compliance with the terms of the Tax Compliance Agreement for the applicable outstanding Tax-Exempt Bonds. Certifications completed by each Conduit User should be retained by the Bond Compliance Officer.

Section 4.5. Correcting Prior Deficiencies in Compliance. If a Conduit User informs the Bond Compliance Officer of a deficiency in compliance with the Tax Compliance Agreement for the applicable outstanding Tax-Exempt Bonds, the Bond Compliance Officer will advise the Conduit User of the procedures described in the Regulations or the Tax-Exempt Bonds Voluntary Closing Agreement Program (VCAP) to remediate the noncompliance. If remediation of the noncompliance requires the Issuer to submit a request under VCAP, the Bond Compliance Officer will undertake this step only after seeking cooperation and agreements relative thereto from the Conduit User.

ARTICLE V

NEW TAX-EXEMPT BOND ISSUES

Section 5.1. Application. This Article V applies to Tax-Exempt Bonds issued on or after the date of this Compliance Procedure.

Section 5.2. Prior to Issuance of Tax-Exempt Bonds.

(a) **Intent Resolution.** The Governing Body will authorize and approve the issuance of Tax-Exempt Bonds. Prior to or as a part of such authorizing resolution, the Governing Body may adopt an Intent Resolution. The Bond Compliance Officer will endeavor to provide the Conduit User with a copy of this Compliance Procedure prior to adoption of the Intent Resolution for the applicable Tax-Exempt Bonds.

(b) **Directions to Bond Counsel.** The Bond Compliance Officer will provide a copy of this Compliance Procedure to Bond Counsel with directions for Bond Counsel to structure the documentation and procedural steps taken prior to issuing the applicable Tax-Exempt Bonds so that they conform to the requirements of this Compliance Procedure, except to the extent Bond Counsel determines that different procedures are required. The Bond Compliance Officer will consult with Bond Counsel so that appropriate provisions are made to fund or reimburse the Issuer's costs and expenses incurred to implement this Compliance Procedure. To the extent the Issuer relies on or acts at the direction of a Conduit User, the Tax Compliance Agreement for the applicable Tax-Exempt Bonds will contain appropriate provision for Issuer indemnification by the Conduit User.

(c) **Tax Compliance Agreement.** For each issuance of Tax-Exempt Bonds, a Tax Compliance Agreement will be signed by the Conduit User Bond Compliance Officer or other duly authorized officer of the Conduit User. The Tax Compliance Agreement for the applicable Tax-Exempt Bonds will (1) describe the Project Facility and the anticipated Financed Assets, (2) identify all Bond Restricted Funds and provide for arbitrage and rebate compliance by the Conduit User, (3) for a refunding bond issue or the refunding portion thereof – require the Conduit User's preparation and/or documentation of the Final Written Allocation to be included therein – and for a new money bond issue or the new money portion thereof – require the Conduit User's future completion of the Final Written Allocation and include a form thereof, and (4) require completion by the Conduit User of an Annual Compliance Checklist each year and include a form thereof. The Conduit User Bond Compliance Officer will confer with Bond Counsel, and such other persons deemed appropriate regarding the meaning and scope of each representation and covenant contained in the Tax Compliance Agreement for the applicable Tax-Exempt Bonds.

(d) **Preliminary Cost Allocations.** For each issuance of Tax-Exempt Bonds, the Conduit User Bond Compliance Officer in consultation with Bond Counsel, will prepare a preliminary cost allocation plan for the Project Facility. The preliminary cost allocation plan will identify the assets and expected Costs of the Project Facility, including such Costs that the Conduit User expects to finance with proceeds of the applicable Tax-Exempt Bonds (that is, Costs of Financed Assets) and such Costs the Conduit User expects to be financed from other sources.

(e) **Tax Review with Bond Counsel.** Prior to each sale of Tax-Exempt Bonds, the Bond Compliance Officer, Conduit User Bond Compliance Officer and Bond Counsel will review this Compliance Procedure together with the draft Tax Compliance Agreement for the applicable Tax-Exempt Bonds to ensure that any tax compliance issues in the new financing are adequately addressed by this Compliance Procedure and/or the Tax Compliance Agreement. If Bond Counsel determines that this Compliance Procedure conflicts with the Tax Compliance Agreement for the applicable Tax-Exempt Bonds, or that the Tax Compliance Agreement must be supplemented to account for special issues or requirements for such Tax-Exempt Bonds, Bond Counsel will include the written modifications or additions in the final Tax Compliance Agreement.

Section 5.3. Accounting and Record-Keeping.

(a) Accounting for New Money Projects. The Conduit User Bond Compliance Officer will be responsible for accounting for the investment and allocation of proceeds of the applicable Tax-Exempt Bonds. The Conduit User Bond Compliance Officer will establish separate accounts or subaccounts to record expenditures for Costs of the Project Facility. The Conduit User Bond Compliance Officer may use accounts established pursuant to a trust indenture for such Tax-Exempt Bonds to assist it in accounting for the investment and expenditure of the proceeds of such Tax-Exempt Bonds. In recording Costs of the Project Facility, the Conduit User Bond Compliance Officer will ensure that the accounting system will include the following information: (1) identity of person or business paid, along with any other available narrative description of the purpose for the payment, (2) date of payment, (3) amount paid, and (4) invoice number or other identifying reference.

(b) Accounting for Refunded Bonds and Related Refunded Bond Accounts. For Tax-Exempt Bonds that are issued to refund prior Tax-Exempt Bonds, the Tax Compliance Agreement for the applicable Tax-Exempt Bonds will set out special accounting and allocation procedures for the proceeds of the financing, and, if necessary, proceeds of the refinanced debt.

(c) Tax-Exempt Bond File. The Conduit User Bond Compliance Officer will be responsible for assembling and maintaining the Tax-Exempt Bond File for the applicable Tax-Exempt Bonds. The Conduit User Bond Compliance Officer will provide copies to the Issuer of items contained in the Tax-Exempt Bond File upon request.

Section 5.4. Final Written Allocation.

(a) Preparation of Final Written Allocation: Timing. Each Conduit User Bond Compliance Officer is responsible for making a written allocation of Tax-Exempt Bond proceeds to expenditures for a Project Facility and identifying the Financed Assets. This process will be memorialized in a Final Written Allocation. For a new money bond issue or the new money portion thereof, the Conduit User Bond Compliance Officer will commence the process of making a Final Written Allocation for the applicable Tax-Exempt Bonds as of the earliest of (1) the requisition of all of the proceeds of such Tax-Exempt Bonds from any segregated Tax-Exempt Bond funded account, (2) substantial completion of the Project Facility or (3) four and one-half years following the issue date of such Tax-Exempt Bonds. For a refunding bond issue or the refunding portion thereof, the Conduit User Bond Compliance Officer in accordance with the advice of Bond Counsel will prepare and/or document the Final Written Allocation for the refinanced debt that originally financed the Project Facility and include it in the Tax Compliance Agreement for the applicable Tax-Exempt Bonds.

(b) New Money Final Written Allocation. For a new money bond issue or the new money portion thereof:

(i) Contents and Procedure. The Conduit User Bond Compliance Officer will consult the Tax Compliance Agreement for the applicable Tax-Exempt Bonds and, if necessary, contact Bond Counsel to seek advice regarding any special allocation of the applicable Tax-Exempt Bond proceeds and other moneys of the Conduit User to Costs of the Project Facility. If no special allocation is required or recommended, the Conduit User Bond Compliance Officer will allocate proceeds of the applicable Tax-Exempt Bonds to Costs of the Project Facility in accordance with the Conduit User's accounting records. Each Final Written Allocation will contain the following: (1) a reconciliation of the actual sources and uses to Costs of the Project Facility, (2) the percentage of the total Cost of the Project Facility financed with proceeds of the applicable Tax-Exempt Bonds (sale proceeds plus any investment earnings thereon), (3) the

Project Facility's Placed in Service date, (4) the estimated economic useful life of the Project Facility, and (5) any special procedures to be followed in completing the Annual Compliance Checklist (for example, limiting the Annual Compliance Checklist to specific areas of the Project Facility that are treated as having been financed by the applicable Tax-Exempt Bonds).

(ii) Finalize Annual Compliance Checklist. As part of the preparation of each Final Written Allocation, the Conduit User Bond Compliance Officer will update the draft Annual Compliance Checklist contained in the Tax Compliance Agreement for the applicable Tax-Exempt Bonds. The Conduit User Bond Compliance Officer will include in such update of the Annual Compliance Checklist reminders for all subsequent arbitrage rebate computations required for the applicable Tax-Exempt Bonds.

(iii) Review of Final Written Allocation and Annual Compliance Checklist. Each Final Written Allocation and Annual Compliance Checklist will be reviewed by legal counsel to the Conduit User or Bond Counsel for sufficiency and compliance with the Tax Compliance Agreement for the applicable Tax-Exempt Bonds and this Compliance Procedure. Following the completion of such review, the Conduit User Bond Compliance Officer will execute the Final Written Allocation.

(iv) Conduit User Certification of Compliance. The Conduit User Bond Compliance Officer will certify in writing to the Issuer and the Trustee completion of its responsibilities with respect to the applicable Tax-Exempt Bonds under this Section 5.4.

Section 5.5. Annual Compliance Checklist. An Annual Compliance Checklist will be completed by each Conduit User Bond Compliance Officer each year following completion of the Final Written Allocation. Each Annual Compliance Checklist will be designed and completed for the purpose of identifying potential noncompliance with the terms of the Tax Compliance Agreement for the applicable Tax-Exempt Bonds or this Compliance Procedure and obtaining documents (such as investment records, arbitrage calculations, or other documentation for the Project Facility) that are required to be incorporated in the Tax-Exempt Bond File. Each Conduit User will certify annually in writing to the Issuer and the Trustee its compliance with the terms of the Tax Compliance Agreement for the applicable Tax-Exempt Bonds. Certifications completed by each Conduit User should be retained by the Bond Compliance Officer. Also, each Conduit User Bond Compliance Officer will refer any responses indicating a violation of the terms of the Tax Compliance Agreement for the applicable Tax-Exempt Bonds to legal counsel to the Conduit User or Bond Counsel and, if recommended by such counsel, will follow the procedures referred to in Section 4.5 hereof to remediate the non-compliance.

Section 5.6. Arbitrage and Rebate Compliance. Each Conduit User Bond Compliance Officer will monitor the investment of Bond Restricted Funds and provide investment records to the Rebate Analyst on a timely basis. Each Conduit User Bond Compliance Officer will follow the directions of the Rebate Analyst with respect to the preparation of and the timing of rebate or yield reduction computations.

**ADOPTED BY THE INDUSTRIAL DEVELOPMENT AUTHORITY
OF ST. CHARLES COUNTY, MISSOURI
July 19, 2013**

EXHIBIT D

**BOND PURCHASE AGREEMENT
(SERIES 2025A/2025B BONDS)**

[On file in the office of the Secretary of the District]

BOND PURCHASE AGREEMENT

THIS BOND PURCHASE AGREEMENT, dated as of July 1, 2025, by and among **THE INDUSTRIAL DEVELOPMENT AUTHORITY OF ST. CHARLES COUNTY, MISSOURI**, a public corporation organized under the laws of the State of Missouri (the “Issuer”), the **ROBERT D. MILLSTONE REVOCABLE TRUST DATED SEPTEMBER 27, 1983, AND ALL SUBSEQUENT AMENDMENTS THERETO, ROBERT D. MILLSTONE, TRUSTEE** (the “Purchaser”) and the **FOUNTAIN LAKES COMMERCE CENTER NORTH COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district and political subdivision of the State of Missouri (the “District”),

WITNESSETH:

ARTICLE I

COVENANTS

The Issuer covenants that:

SECTION 1.1. Authority. To its knowledge, the covenants of the Issuer contained in the Financing Agreement (the “Agreement”) dated as of even date herewith between the Issuer and the District are true and correct. The execution and delivery of this Bond Purchase Agreement, the Trust Indenture, dated as of even date herewith (“Indenture”), by and between the Issuer and BOKF, N.A., as Trustee (“Trustee”), and the Special Assessment and Sales Tax Refunding Revenue Bonds, Series 2025A (Fountain Lakes Commerce Center North Community Improvement District Project) (the “Series 2025A Bonds”) and the Special Assessment and Sales Tax Revenue Bonds, Series 2025B (Fountain Lakes Commerce Center North Community Improvement District Project) (the “Series 2025B Bonds” and, together with the Series 2025A Bonds, the “Bonds”) issued pursuant to the Indenture, are within its authority and have been duly authorized by proper proceedings and, to its knowledge, will not contravene its articles of incorporation or by-laws or any judgment, action, decree, agreement or instrument to which it is a party. Execution of the Indenture, the Bonds, the Financing Agreement, the Tax Compliance Agreement, dated as of even date herewith (“Tax Compliance Agreement”), by and among the Issuer, the District and the Trustee, and this Bond Purchase Agreement has been authorized by the Issuer.

SECTION 1.2. Use of Proceeds. The proceeds of the sale of the Bonds will be deposited as and used as provided in the Indenture and the Financing Agreement. The proceeds of the sale of the Bonds to be issued pursuant to the Indenture will not be used for any purpose other than as provided in the Financing Agreement and the Indenture.

SECTION 1.3. Litigation and Governmental Authorization. To its knowledge, there is no action or proceeding pending and served or threatened by or against the Issuer before any court or administrative agency which might adversely affect the authority or ability of the Issuer to perform its obligations under the Financing Agreement, the Indenture, the Tax Compliance Agreement, this Bond Purchase Agreement or the Bonds, or any related documents. To its knowledge, all authorizations, consents and approvals of governmental bodies or agencies applicable to Issuer required by the Act in connection with the execution and delivery by the Issuer of the Financing Agreement, the Indenture, the Tax Compliance Agreement, this Bond Purchase Agreement and the Bonds or in connection with the carrying out by Issuer of its obligations under the Financing Agreement, the Indenture, the Tax Compliance Agreement, this Bond Purchase Agreement or the Bonds have been obtained.

ARTICLE II

DISTRICT'S REPRESENTATIONS AND WARRANTIES

The District represents and warrants that:

SECTION 2.1. Existence. The District has been duly organized and is validly existing as a community improvement district under the laws of the State of Missouri with full power and authority to own its properties and conduct its business as contemplated by the Financing Agreement and is conducting its business in substantial compliance with all applicable and valid laws, rules and regulations of each jurisdiction where it owns or leases substantial property or where it transacts material intrastate business.

SECTION 2.2. Authority. The District has full corporate power and authority to execute and deliver the Financing Agreement, the Tax Compliance Agreement and this Bond Purchase Agreement and to carry out the terms thereof on its part to be performed. This Bond Purchase Agreement, the Tax Compliance Agreement and the Financing Agreement, when executed and delivered by the District, will be in full force and effect and will be valid and binding obligations of the District, enforceable in accordance with their terms. The consummation of the transactions herein described and the carrying out of the terms thereof will not violate any provision of Missouri law, or any resolution of the District, or any applicable judgment, order, rule or regulation of any court or of any public or governmental agency or authority, and will not conflict with, violate or result in the breach of any of the provisions of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the District is a party, or by which it or its properties are bound.

SECTION 2.3. Authorization and Absence of Defaults. All consents, approvals, authorizations and other requirements prescribed by any law, governmental rule or regulation applicable to the District which must be obtained or satisfied by the District in connection with the transactions described herein have been obtained and satisfied. There is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or agency pending or, to the best knowledge of the District, threatened, against the District, to which the District is or may become a party or to which any of its property is or may become subject wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability of the Indenture, the Financing Agreement, the Tax Compliance Agreement, this Bond Purchase Agreement or the transactions described herein or therein, or the validity of the Bonds, or that should have a material adverse effect on the financial condition or operations of the District. The obligations of the District under the Financing Agreement are not subordinate to the rights of those claiming by, under or through any indentures, financing agreements or other instruments to which the District is a party or by which the District is or may be bound pursuant to the terms thereof, except as identified in said documents.

SECTION 2.4. Tax-Exempt Status. The information supplied by the District in writing with respect to the tax-free status of the Bonds for use by Bond Counsel including all certificates executed in connection with the issuance of the Bonds and so identified therein is correct and complete in all material respects.

ARTICLE III

THE BONDS

SECTION 3.1. Issuance of Bonds. The Purchaser agrees, upon the terms and subject to the conditions contained in this Bond Purchase Agreement, to purchase from the Issuer, and the Issuer agrees to issue and sell to the Purchaser, the Bonds upon payment of a purchase price of the purchase price thereof pursuant to the terms of the Indenture and the delivery of a Purchaser's Letter of Representations in

substantially the form attached to the Indenture. The Bonds sold hereunder shall be dated their date of issuance and shall be substantially in the form set forth in, and subject to the terms and provisions of, the Indenture.

SECTION 3.2. Closing. The purchase of the Bonds shall occur on July 25, 2025, at 10:00 a.m. at the offices of Gilmore & Bell, P.C., One Metropolitan Square, Suite 2000, 211 N. Broadway, St. Louis, Missouri, or at such other place, at such time, and on such date as the Issuer and the Purchaser shall mutually agree (the "Closing").

SECTION 3.3. Conditions of Purchase of the Bonds. The obligation of the Purchaser to purchase the Bonds hereunder is conditioned upon:

- (1) receipt by the Purchaser of three business days' notice from the Issuer of the proposed date and time of purchase if different than as set forth above;
- (2) at the conclusion of such sale and after the application of any proceeds therefrom no event of default specified in the Financing Agreement or the Indenture and no event which, with the giving of notice or lapse of time or both, would become such an event of default shall have occurred and be continuing;
- (3) (i) the covenants of the Issuer contained or referred to in Article I and in the Financing Agreement; and (ii) the representations and warranties of the District contained or referred to in Article II and in the Financing Agreement and the Tax Compliance Agreement being true and correct;
- (4) receipt by the Purchaser of the Bonds;
- (5) the Purchaser, the Issuer and the District having received counterparts, copies or certified copies (as appropriate) of the following documents in such number as shall be reasonably required:
 - (a) The approving opinion of Bond Counsel, dated the date of Closing, addressed to the District, the Issuer, the Trustee and the Purchaser, in form and substance satisfactory to the Purchaser and the Issuer.
 - (b) The supplemental opinion of Bond Counsel, dated the date of Closing, addressed to the District, the Issuer, the Trustee and the Purchaser in form and substance satisfactory to the Purchaser and the Issuer.
 - (c) The opinion of counsel to the Issuer, dated the date of Closing, addressed to the Issuer, the District, Bond Counsel, the Trustee and the Purchaser in form and substance satisfactory to the Purchaser and the Issuer.
 - (d) The opinion of counsel to the District, dated the date of Closing, addressed to the Issuer, the District, Bond Counsel, the Trustee and the Purchaser in form and substance satisfactory to the Purchaser and the Issuer.
 - (e) A certificate of the Issuer, dated the date of Closing, signed by an officer of the Issuer, in form and substance satisfactory to the Purchaser and the Issuer.
 - (f) A certificate of the District, dated the date of Closing, signed by an official of the District, in form and substance satisfactory to the Purchaser and the Issuer.
 - (g) A resolution authorizing the issuance of the Bonds, duly adopted by the Issuer.

- (h) A resolution authorizing the issuance of the Bonds, duly adopted by the District.
- (i) Fully-executed copies of the Indenture, the Financing Agreement, the Tax Compliance Agreement, the Development Agreement and this Bond Purchase Agreement, duly executed by the parties thereto.
- (j) Other certificates listed on a closing list to be approved by counsel to the Issuer, the District, Bond Counsel, and the Purchaser, including any certificates or representations of the Issuer and the District required in order for Bond Counsel to deliver the opinion referred to in subsection (1) above.
- (k) A completed IRS Form 8038-G (Information Return for Tax-Exempt Governmental Obligations).
- (l) Such additional legal opinions, certificates, proceedings, instruments and other documents as Bond Counsel, the Purchaser, counsel to the Issuer or counsel to the District may reasonably request to evidence compliance with all legal requirements, the truth and accuracy, as of the Closing, of the representations herein and the due performance or satisfaction of all agreements then to be performed and all conditions then to be satisfied; and

(6) a requisition duly executed by the Authorized District Representative requesting payment of the issuance fee and counsel fees charged by the Issuer shall have been delivered to the Trustee.

The receipt by or on behalf of the Issuer of payment by the Purchaser of the purchase price of the Bonds under Section 3.1 shall be deemed to be a covenant by the Issuer as of the date of such receipt as to the facts specified in (2) and (3) above.

ARTICLE IV

ISSUER COVENANTS

SECTION 4.1. Reaffirmation. The Issuer reaffirms to the Purchaser its covenants and agreements contained in the Financing Agreement as being true and correct as of the Closing.

SECTION 4.2. Purchaser Representations. The Purchaser acknowledges that in purchasing the Bonds it is not relying on any representations of the Issuer with respect to the financial quality of the Bonds. The Purchaser is relying solely on statements and representations of the District, and on its own knowledge and investigation of the facts and circumstances relating to the purchase of the Bonds.

SECTION 4.3. No Registration. The Purchaser understands that the Bonds have not been registered under the Securities Act of 1933, as amended, and that such registration is not legally required. The Purchaser is purchasing the Bonds for its own account for investment and has no present intention of distributing or selling such Bonds or any portion thereof or any interest therein, but expressly reserves the right to sell the Bonds or sell participations in the Bonds subject to the terms of the Indenture.

SECTION 4.4. Approved Investor. The Purchaser warrants and represents that it is an Approved Investor as defined in the Indenture, and that it has, as of the Closing, executed a certain Purchaser's Letter of Representations, in the form of Exhibit D attached to the Indenture, the terms, provisions, representations, and warranties contained therein being hereby incorporated by reference as though fully set forth herein.

SECTION 4.5. Access to Information. The Purchaser covenants that it is familiar with the business and properties of the District. The Purchaser has had access to all information to which a reasonable investor would attach significance in making investment decisions, relative to the business of the District to the extent that the District possesses such information or can acquire it without unreasonable effort or expense. The Issuer and the District have made available, during the course of the transaction and prior to the purchase of the Bonds, to the Purchaser, the opportunity to ask questions and receive answers from such parties concerning the terms and conditions of the Bond offering and to obtain any additional information relative to the financial data and business of such parties to the extent that such parties possess such information or can acquire it without unreasonable effort or expense.

SECTION 4.6. Documents. The Financing Agreement, the Indenture, the Bonds, the Tax Compliance Agreement, the Development Agreement and this Bond Purchase Agreement, as finally executed, contain terms and are in form acceptable to the Purchaser.

SECTION 4.7. Reliance. The Issuer and the Purchaser agree that the District is entitled to rely on their respective covenants and representations contained in this Bond Purchase Agreement.

ARTICLE V

MISCELLANEOUS

SECTION 5.1. Limitation. Anything in this Bond Purchase Agreement to the contrary notwithstanding, no director or officer of the Issuer shall be personally liable on this Bond Purchase Agreement or any contract or obligation executed pursuant hereto.

SECTION 5.2. Notices. All notices, demands or other communications hereunder shall be in writing and shall be deemed to have been given when the same are (i) deposited in the United States mail and sent by first class mail, postage prepaid, or (ii) delivered, in each case, to the parties at the addresses set forth below or at such other address as a party may designate by notice to the other parties: (a) if to the Issuer, at 5988 Mid Rivers Mall Drive, St. Charles, Missouri 63304, Attention: President; and (b) if to the Purchaser, c/o Millstone Capital Advisors, LLC, P.O. Box 16070, St. Louis, Missouri 63105, Attention: Robert D. Millstone. A copy of all such notices, demands or other communications hereunder shall be mailed to the District at c/o Millstone Capital Advisors, LLC, P.O. Box 16070, St. Louis, Missouri 63105, Attention: Chairman.

SECTION 5.3. Term of Agreement. The term of this Agreement shall be until the termination of the Purchaser's obligation to purchase the Bonds hereunder or until the payment in full of the Bonds and any other amounts due to the Purchaser under the Financing Agreement, whichever is later.

SECTION 5.4. Copies of Certificates, Etc. Whenever the Issuer is required to deliver notices, certificates, opinions, statements or other information hereunder to the Purchaser, it shall do so in such number of copies as the Purchaser shall reasonably specify.

SECTION 5.5. No Waivers. No failure or delay by the Purchaser in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

SECTION 5.6. Governing Law. This Bond Purchase Agreement and the Bonds shall be deemed to be a contract made under and shall be construed in accordance with and governed by the laws of the State of Missouri.

SECTION 5.7. Changes, Waivers, Etc. Neither this Bond Purchase Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, except by a statement in writing signed by each party against which enforcement of this change, waiver, discharge or termination is sought.

SECTION 5.8. Counterparts. This Bond Purchase Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. Complete sets of counterparts shall be lodged with the Issuer and the Purchaser.


SECTION 5.9. Other Terms. Terms defined in the Indenture and not otherwise defined herein shall have the meanings herein as prescribed for them in the Indenture.

[Remainder of Page Intentionally Left Blank.]

THE INDUSTRIAL DEVELOPMENT AUTHORITY OF ST. CHARLES COUNTY, MISSOURI

By  _____
Scott J. Drachnik, President

**ROBERT D. MILLSTONE REVOCABLE TRUST
DATED SEPTEMBER 27, 1983, AND ALL
SUBSEQUENT AMENDMENTS THERETO,
ROBERT D. MILLSTONE, TRUSTEE**

By  _____
Robert D. Millstone, Trustee

**FOUNTAIN LAKES COMMERCE CENTER NORTH
COMMUNITY IMPROVEMENT DISTRICT**


By  _____
Robert D. Millstone, Chairman

EXHIBIT E

**BOND PURCHASE AGREEMENT
(SERIES 2025C BONDS)**

[On file in the office of the Secretary of the District]

BOND PURCHASE AGREEMENT

THIS BOND PURCHASE AGREEMENT, dated as of July 1, 2025, by and among **THE INDUSTRIAL DEVELOPMENT AUTHORITY OF ST. CHARLES COUNTY, MISSOURI**, a public corporation organized under the laws of the State of Missouri (the “Issuer”), **DIERBERGS INVESTMENT CORP.**, a Missouri corporation, and its successors and assigns (the “Purchaser”) and the **FOUNTAIN LAKES COMMERCE CENTER NORTH COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district and political subdivision of the State of Missouri (the “District”),

WITNESSETH:

ARTICLE I

COVENANTS

The Issuer covenants that:

SECTION 1.1. Authority. To its knowledge, the covenants of the Issuer contained in the Financing Agreement (the “Agreement”) dated as of even date herewith between the Issuer and the District are true and correct. The execution and delivery of this Bond Purchase Agreement, the Trust Indenture, dated as of even date herewith (“Indenture”), by and between the Issuer and BOKF, N.A., as Trustee (“Trustee”), the Special Assessment and Sales Tax Revenue Bonds, Series 2025C (Fountain Lakes Commerce Center North Community Improvement District Project) (the “Bonds”) issued pursuant to the Indenture, and the Authority Guaranty Agreement, dated as of even date herewith, executed by Dierbergs 370 Crossing, LLC (the “Guarantor”) for the benefit of the Issuer (the “Guaranty”) are within its authority and have been duly authorized by proper proceedings and, to its knowledge, will not contravene its articles of incorporation or by-laws or any judgment, action, decree, agreement or instrument to which it is a party. Execution of the Indenture, the Bonds, the Financing Agreement, the Guaranty, the Tax Compliance Agreement, dated as of even date herewith (“Tax Compliance Agreement”), by and among the Issuer, the District and the Trustee, and this Bond Purchase Agreement has been authorized by the Issuer.

SECTION 1.2. Use of Proceeds. The proceeds of the sale of the Bonds will be deposited as and used as provided in the Indenture and the Financing Agreement. The proceeds of the sale of the Bonds to be issued pursuant to the Indenture will not be used for any purpose other than as provided in the Financing Agreement and the Indenture.

SECTION 1.3. Litigation and Governmental Authorization. To its knowledge, there is no action or proceeding pending and served or threatened by or against the Issuer before any court or administrative agency which might adversely affect the authority or ability of the Issuer to perform its obligations under the Financing Agreement, the Indenture, the Guaranty, the Tax Compliance Agreement, this Bond Purchase Agreement or the Bonds, or any related documents. To its knowledge, all authorizations, consents and approvals of governmental bodies or agencies applicable to Issuer required by the Act in connection with the execution and delivery by the Issuer of the Financing Agreement, the Indenture, the Guaranty, the Tax Compliance Agreement, this Bond Purchase Agreement and the Bonds or in connection with the carrying out by Issuer of its obligations under the Financing Agreement, the Indenture, the Guaranty, the Tax Compliance Agreement, this Bond Purchase Agreement or the Bonds have been obtained.

ARTICLE II

DISTRICT'S REPRESENTATIONS AND WARRANTIES

The District represents and warrants that:

SECTION 2.1. Existence. The District has been duly organized and is validly existing as a community improvement district under the laws of the State of Missouri with full power and authority to own its properties and conduct its business as contemplated by the Financing Agreement and is conducting its business in substantial compliance with all applicable and valid laws, rules and regulations of each jurisdiction where it owns or leases substantial property or where it transacts material intrastate business.

SECTION 2.2. Authority. The District has full corporate power and authority to execute and deliver the Financing Agreement, the Tax Compliance Agreement and this Bond Purchase Agreement and to carry out the terms thereof on its part to be performed. This Bond Purchase Agreement, the Tax Compliance Agreement and the Financing Agreement, when executed and delivered by the District, will be in full force and effect and will be valid and binding obligations of the District, enforceable in accordance with their terms. The consummation of the transactions herein described and the carrying out of the terms thereof will not violate any provision of Missouri law, or any resolution of the District, or any applicable judgment, order, rule or regulation of any court or of any public or governmental agency or authority, and will not conflict with, violate or result in the breach of any of the provisions of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the District is a party, or by which it or its properties are bound.

SECTION 2.3. Authorization and Absence of Defaults. All consents, approvals, authorizations and other requirements prescribed by any law, governmental rule or regulation applicable to the District which must be obtained or satisfied by the District in connection with the transactions described herein have been obtained and satisfied. There is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or agency pending or, to the best knowledge of the District, threatened, against the District, to which the District is or may become a party or to which any of its property is or may become subject wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability of the Indenture, the Financing Agreement, the Tax Compliance Agreement, this Bond Purchase Agreement or the transactions described herein or therein, or the validity of the Bonds, or that should have a material adverse effect on the financial condition or operations of the District. The obligations of the District under the Financing Agreement are not subordinate to the rights of those claiming by, under or through any indentures, financing agreements or other instruments to which the District is a party or by which the District is or may be bound pursuant to the terms thereof, except as identified in said documents.

SECTION 2.4. Tax-Exempt Status. The information supplied by the District in writing with respect to the tax-free status of the Bonds for use by Bond Counsel including all certificates executed in connection with the issuance of the Bonds and so identified therein is correct and complete in all material respects.

ARTICLE III

THE BONDS

SECTION 3.1. Issuance of Bonds. The Purchaser agrees, upon the terms and subject to the conditions contained in this Bond Purchase Agreement, to purchase from the Issuer, and the Issuer agrees to issue and sell to the Purchaser, the Bonds upon payment of a purchase price of the purchase price thereof pursuant to the terms of the Indenture and the delivery of a Purchaser's Letter of Representations in

substantially the form attached to the Indenture. The Bonds sold hereunder shall be dated their date of issuance and shall be substantially in the form set forth in, and subject to the terms and provisions of, the Indenture.

SECTION 3.2. Closing. The purchase of the Bonds shall occur on July 25, 2025, at 10:00 a.m. at the offices of Gilmore & Bell, P.C., One Metropolitan Square, Suite 2000, 211 N. Broadway, St. Louis, Missouri, or at such other place, at such time, and on such date as the Issuer and the Purchaser shall mutually agree (the "Closing").

SECTION 3.3. Conditions of Purchase of the Bonds. The obligation of the Purchaser to purchase the Bonds hereunder is conditioned upon:

(1) receipt by the Purchaser of three business days' notice from the Issuer of the proposed date and time of purchase if different than as set forth above;

(2) at the conclusion of such sale and after the application of any proceeds therefrom no event of default specified in the Financing Agreement, the Guaranty or the Indenture and no event which, with the giving of notice or lapse of time or both, would become such an event of default shall have occurred and be continuing;

(3) (i) the covenants of the Issuer contained or referred to in Article I and in the Financing Agreement; (ii) the representations and warranties of the District contained or referred to in Article II and in the Financing Agreement and the Tax Compliance Agreement; and (iii) the representations and warranties of the Guarantor in the Guaranty being true and correct;

(4) receipt by the Purchaser of the Bonds;

(5) the Purchaser, the Issuer and the District having received counterparts, copies or certified copies (as appropriate) of the following documents in such number as shall be reasonably required:

(a) The approving opinion of Bond Counsel, dated the date of Closing, addressed to the District, the Issuer, the Trustee and the Purchaser, in form and substance satisfactory to the Purchaser and the Issuer.

(b) The supplemental opinion of Bond Counsel, dated the date of Closing, addressed to the District, the Issuer, the Trustee and the Purchaser in form and substance satisfactory to the Purchaser and the Issuer.

(c) The opinion of counsel to the Issuer, dated the date of Closing, addressed to the Issuer, the District, Bond Counsel, the Trustee and the Purchaser in form and substance satisfactory to the Purchaser and the Issuer.

(d) The opinion of counsel to the District, dated the date of Closing, addressed to the Issuer, the District, Bond Counsel, the Trustee and the Purchaser in form and substance satisfactory to the Purchaser and the Issuer.

(e) The opinion of counsel to the Guarantor, dated the date of Closing, addressed to the Issuer, the District, Bond Counsel, the Guarantor, the Trustee and the Purchaser in form and substance satisfactory to the Issuer.

(f) A certificate of the Issuer, dated the date of Closing, signed by an officer of the Issuer, in form and substance satisfactory to the Purchaser and the Issuer.

- (g) A certificate of the District, dated the date of Closing, signed by an official of the District, in form and substance satisfactory to the Purchaser and the Issuer.
- (h) A resolution authorizing the issuance of the Bonds, duly adopted by the Issuer.
- (i) A resolution authorizing the issuance of the Bonds, duly adopted by the District.
- (j) Fully executed copies of the Indenture, the Financing Agreement, the Tax Compliance Agreement, the Development Agreement, the Guaranty, and this Bond Purchase Agreement, duly executed by the parties thereto.
- (k) Other certificates listed on a closing list to be approved by counsel to the Issuer, the District, Bond Counsel, and the Purchaser, including any certificates or representations of the Issuer and the District required in order for Bond Counsel to deliver the opinion referred to in subsection (1) above.
- (l) A completed IRS Form 8038-G (Information Return for Tax-Exempt Governmental Obligations).
- (m) Such additional legal opinions, certificates, proceedings, instruments and other documents as Bond Counsel, the Purchaser, counsel to the Issuer or counsel to the District may reasonably request to evidence compliance with all legal requirements, the truth and accuracy, as of the Closing, of the representations herein and the due performance or satisfaction of all agreements then to be performed and all conditions then to be satisfied; and

(6) a requisition duly executed by the Authorized District Representative requesting payment of the issuance fee and counsel fees charged by the Issuer shall have been delivered to the Trustee; and

(7) funding of the Guaranty Account of the Extraordinary Expense Fund in the amount of \$125,000.

The receipt by or on behalf of the Issuer of payment by the Purchaser of the purchase price of the Bonds under Section 3.1 shall be deemed to be a covenant by the Issuer as of the date of such receipt as to the facts specified in (2) and (3) above.

ARTICLE IV

ISSUER COVENANTS

SECTION 4.1. Reaffirmation. The Issuer reaffirms to the Purchaser its covenants and agreements contained in the Financing Agreement as being true and correct as of the Closing.

SECTION 4.2. Purchaser Representations. The Purchaser acknowledges that in purchasing the Bonds it is not relying on any representations of the Issuer with respect to the financial quality of the Bonds. The Purchaser is relying solely on statements and representations of the District, and on its own knowledge and investigation of the facts and circumstances relating to the purchase of the Bonds.

SECTION 4.3. No Registration. The Purchaser understands that the Bonds have not been registered under the Securities Act of 1933, as amended, and that such registration is not legally required. The Purchaser is purchasing the Bonds for its own account for investment and has no present intention of

distributing or selling such Bonds or any portion thereof or any interest therein, but expressly reserves the right to sell the Bonds or sell participations in the Bonds subject to the terms of the Indenture.

SECTION 4.4. *Approved Investor.* The Purchaser warrants and represents that it is an Approved Investor as defined in the Indenture, and that it has, as of the Closing, executed a certain Purchaser's Letter of Representations, in the form of Exhibit D attached to the Indenture, the terms, provisions, representations, and warranties contained therein being hereby incorporated by reference as though fully set forth herein.

SECTION 4.5. *Access to Information.* The Purchaser covenants that it is familiar with the business and properties of the District. The Purchaser has had access to all information to which a reasonable investor would attach significance in making investment decisions, relative to the business of the District to the extent that the District possesses such information or can acquire it without unreasonable effort or expense. The Issuer and the District have made available, during the course of the transaction and prior to the purchase of the Bonds, to the Purchaser, the opportunity to ask questions and receive answers from such parties concerning the terms and conditions of the Bond offering and to obtain any additional information relative to the financial data and business of such parties to the extent that such parties possess such information or can acquire it without unreasonable effort or expense.

SECTION 4.6. *Documents.* The Financing Agreement, the Indenture, the Bonds, the Tax Compliance Agreement, the Development Agreement, and this Bond Purchase Agreement, as finally executed, contain terms and are in form acceptable to the Purchaser.

SECTION 4.7. *Reliance.* The Issuer and the Purchaser agree that the District is entitled to rely on their respective covenants and representations contained in this Bond Purchase Agreement.

ARTICLE V

MISCELLANEOUS

SECTION 5.1. *Limitation.* Anything in this Bond Purchase Agreement to the contrary notwithstanding, no director or officer of the Issuer shall be personally liable on this Bond Purchase Agreement or any contract or obligation executed pursuant hereto.

SECTION 5.2. *Notices.* All notices, demands or other communications hereunder shall be in writing and shall be deemed to have been given when the same are (i) deposited in the United States mail and sent by first class mail, postage prepaid, or (ii) delivered, in each case, to the parties at the addresses set forth below or at such other address as a party may designate by notice to the other parties: (a) if to the Issuer, at 5988 Mid Rivers Mall Drive, St. Charles, Missouri 63304, Attention: President; and (b) if to the Purchaser, Dierbergs 370 Crossing, LLC c/o Dierbergs Markets, Inc., 16690 Swingley Ridge Road, Suite 400, Chesterfield, Missouri 63017, Attention: Brent C. Beumer. A copy of all such notices, demands or other communications hereunder shall be mailed to the District at c/o Millstone Capital Advisors, LLC, P.O. Box 16070, St. Louis, Missouri 63105, Attention: Chairman.

SECTION 5.3. *Term of Agreement.* The term of this Agreement shall be until the termination of the Purchaser's obligation to purchase the Bonds hereunder or until the payment in full of the Bonds and any other amounts due to the Purchaser under the Financing Agreement, whichever is later.

SECTION 5.4. *Copies of Certificates, Etc.* Whenever the Issuer is required to deliver notices, certificates, opinions, statements or other information hereunder to the Purchaser, it shall do so in such number of copies as the Purchaser shall reasonably specify.

SECTION 5.5. No Waivers. No failure or delay by the Purchaser in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

SECTION 5.6. Governing Law. This Bond Purchase Agreement and the Bonds shall be deemed to be a contract made under and shall be construed in accordance with and governed by the laws of the State of Missouri.

SECTION 5.7. Changes, Waivers, Etc. Neither this Bond Purchase Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, except by a statement in writing signed by each party against which enforcement of this change, waiver, discharge or termination is sought.

SECTION 5.8. Counterparts. This Bond Purchase Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. Complete sets of counterparts shall be lodged with the Issuer and the Purchaser.

SECTION 5.9. Other Terms. Terms defined in the Indenture and not otherwise defined herein shall have the meanings herein as prescribed for them in the Indenture.

[Remainder of Page Intentionally Left Blank.]

**THE INDUSTRIAL DEVELOPMENT AUTHORITY OF
ST. CHARLES COUNTY, MISSOURI**

By  _____
Scott J. Drachnik, President

DIERBERGS INVESTMENT CORP.,
a Missouri corporation

By: 
Brent C. Beumer, Vice President

**FOUNTAIN LAKES COMMERCE CENTER NORTH
COMMUNITY IMPROVEMENT DISTRICT**

By  _____
Robert D. Millstone, Chairman

EXHIBIT F

DEVELOPMENT AGREEMENT

[On file in the office of the Secretary of the District]

DEVELOPMENT AGREEMENT

by among the

**FOUNTAIN LAKES COMMERCE CENTER
NORTH COMMUNITY IMPROVEMENT DISTRICT,**

FOUNTAIN LAKES LAND HOLDING, LLC,

THE MILLSTONE COMPANY,

and

DIERBERGS 370 CROSSING, LLC

dated as of

July 25, 2025

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”), entered into as of this 25th day of July, 2025 (the “**Effective Date**”), by and among the **FOUNTAIN LAKES COMMERCE CENTER NORTH COMMUNITY IMPROVEMENT DISTRICT**, a Missouri community improvement district (the “**District**”), **THE MILLSTONE COMPANY**, a Missouri corporation (“**Millstone**”), **FOUNTAIN LAKES LAND HOLDING, LLC**, a Missouri limited liability company (“**FLLH**”) and **DIERBERGS 370 CROSSING, LLC**, a Missouri limited liability company, f/k/a D3 Fountain Lakes LLC (the “**Dierbergs 370 Crossing**”). The District, Millstone, FLLH and Dierbergs 370 Crossing being collectively referred to herein as “**Parties**,” and individually as “**Party**,” as the context so requires. Millstone and FLLH being collectively referred to herein as the “**Developers**,” or individually as a “**Developer**” as the context so requires.

WITNESSETH:

WHEREAS, after receipt of the Petition for Establishment of the Fountain Lakes Commerce Center North Community Improvement District (the “**Establishment Petition**”), the District was established on September 3, 2008, by Ordinance No. 08-185 of the City of St. Charles, Missouri (the “**City**”), pursuant to the authority of the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the “**CID Act**”); and

WHEREAS, on May 19, 2015, the City Council adopted Ordinance No. 15-127 approving the addition of certain real property to the District pursuant to the Petition to Add Real Property to the Fountain Lakes Commerce Center North Community Improvement District (the “**Expansion Petition**”), (the Establishment Petition and the Expansion Petition, together with any amendments thereto, and as may be amended from time to time in accordance with this Agreement being the “**Petition**”) all in accordance with the CID Act; and

WHEREAS, following approval of the Petition, the boundary of the District encompasses all of the property more particularly described on Exhibit A attached hereto and incorporated by reference herein (collectively, the “**District Property**”); and

WHEREAS, the District and the Developers, together with other parties, have previously entered into the Amended and Restated Cooperative Agreement and Intergovernmental Cooperation Agreement dated September 4, 2015 (as amended, the “**Cooperation Agreement**”), whereby such parties agreed, in connection with the initial development of the District Property by the Developers, to design and construct a portion of the District Project (as defined herein) and to advance all costs and expenses necessary therefor and, in consideration thereof, the District agreed to issue, or cause to be issued, revenue obligations to reimburse the Developers (or their designees) for such expenses; and

WHEREAS, pursuant to the Cooperation Agreement, the following obligations have previously been issued on behalf of the District in connection with the District Project and remain outstanding:

(a) The Industrial Development Authority of St. Charles County, Missouri’s Special Assessment and Sales Tax Revenue Bonds, Series 2018A (Fountain Lakes Commerce Center North Community Improvement District Project) in the aggregate principal amount of not to exceed \$3,749,214.81 (the “**Series 2018 Bonds**”); and

(b) the District’s Taxable Subordinate Special Assessment and Sales Tax Revenue Note, Series 2021 (Fountain Lakes Commerce Center North Community Improvement District

Project) in the aggregate principal amount of not to exceed \$696,398.49 (the “**Series 2021 Note**” and, together with the Series 2018A Bonds, the “**Original Obligations**”); and

WHEREAS, in connection with the additional development of the District Property, including a new Dierbergs grocery store and associated retail by or on behalf of Dierbergs 370 Crossing, the Parties desire to enter into this Agreement to provide for the construction of additional portions of the District Project by or on behalf of the Developers and Dierbergs 370 Crossing, the imposition, collection and application of District Revenues (as defined herein), the refinancing of the Original Obligations, the financing of additional costs of the District Project, and the governance and operation of the District.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants herein contained, the Parties agree as follows:

ARTICLE I. RECITALS, EXHIBITS, DEFINITIONS AND GENERAL TERMS

Section 1.1 Recitals and Exhibits. The representations, covenants and recitations set forth in the foregoing recitals and the exhibits attached to this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section, and the appropriate exhibits are incorporated into each section of this Agreement that makes reference to an exhibit.

Section 1.2 Definitions. Words and terms defined elsewhere in this Agreement shall have the meanings assigned therein. Whenever used in this Agreement, the following words and phrases, unless the context otherwise requires, shall have the following meanings:

“**2025 Petition Amendment**” shall have the meaning set forth in **Section 7.4(d)** of this Agreement.

“**Agreement**” shall mean this Development Agreement, as amended from time to time in accordance with its terms.

“**Annual Operating Fund Deposit**” shall mean (a) for the Fiscal Year ending December 31, 2025, an amount not to exceed \$22,081.62; and (b) for each Fiscal Year of the District thereafter, an amount not to exceed \$22,081.62, plus a percentage increase equal to the CPI Increase for the immediately preceding Fiscal Year (not to exceed 2.0% in any one Fiscal Year), plus the City Reimbursement Amount. *The amounts on deposit in the Operating Fund shall be carried forward and applied to the Annual Operating Fund Deposit for the next Fiscal Year.*

“**Approved Reimbursable Project Costs to Date**” shall have the meaning set forth in **Section 5.3(c)**.

“**Authority**” means The Industrial Development Authority of St. Charles County, Missouri, and its successors and assigns.

“**Authorized District Representative**” means the Chairman of the Board of Directors or the individual or entity duly appointed by the District to act as its agent in connection with the administration and operation of the District Sales Tax or Special Assessment.

“**Board of Directors**” means the board of directors of the District, as appointed by the Mayor with the consent of the City Council, in accordance with the CID Act, the Petition and this Agreement.

“**Bond Counsel**” means Gilmore & Bell, P.C., or any other attorney or firm of attorneys having nationally recognized standing in the field of tax-exempt municipal bonds approved by the Board of Directors.

“**Certificate of Reimbursable Project Costs**” means a certificate identifying Reimbursable Project Costs in substantially the form of Exhibit C, attached hereto and incorporated by reference herein.

“**Certificate of Substantial Completion**” means a document substantially in the form of Exhibit D, attached hereto and incorporated by reference herein, delivered by a Developer or Dierbergs 370 Crossing to the District in accordance with this Agreement and which, upon the District’s acceptance thereof, will evidence a Developer’s or Dierbergs 370 Crossing’s, as applicable, satisfaction of all obligations and covenants to perform their applicable portion of the District Project.

“**CID Act**” means the Missouri Community Improvement District Act, Sections 67.1401 through 67.1571, Revised Statutes of Missouri, as amended.

“**City**” means the City of St. Charles, Missouri, a charter city and political subdivision of the State of Missouri.

“**City Council**” means the governing body of the City.

“**City Reimbursement Amount**” means an amount equal to up to 1.5% of the District Revenues to reimburse the City for its reasonable and actual expenses incurred by the City to review annual budgets and reports of the District in accordance with Section 67.1461.3 of the CID Act, upon receipt by the District of a written request from the City accompanied by invoices or other supporting documentation.

“**Costs of Issuance**” means all costs reasonably incurred by the District in furtherance of the issuance of the District Obligations, including but not limited to the fees and expenses of financial advisors and consultants, the District’s attorneys (including issuer’s administrative, legal and Bond Counsel fees and expenses), Developers’ attorneys, underwriters’ discounts and fees, the costs of printing any District Obligations and any official statements relating thereto, the costs of credit enhancement, if any, capitalized interest, debt service reserves and the fees of any rating agency rating any District Obligations.

“**County Recorder**” means the St. Charles County Recorder of Deeds.

“**Developers**” means, collectively, Millstone and FLLH.

“**Dierbergs 370 Crossing**” means Dierbergs 370 Crossing, LLC, a Missouri limited liability company, and its successors and assigns.

“**Dierbergs District Project**” means the portion of the District Project being designed, constructed and installed by or on behalf of Dierbergs 370 Crossing pursuant to the terms of this Agreement.

“**Dierbergs FL Project**” means the construction of a Dierbergs grocery store and associated retail, in format generally similar to that depicted on the site plan attached hereto as Exhibit F and incorporated herein by this reference.

“**District**” means the Fountain Lakes Commerce Center North Community Improvement District, a community improvement district and political subdivision of the State of Missouri, and its successors and assigns.

“**District Assessment**” has the meaning set forth in **Section 3.5**.

“**District Assessment Revenues**” means the money actually collected and received by the District, pursuant to this Agreement and the CID Act from the imposition of a District Assessment. District Assessment Revenues shall not include (a) any costs of collecting the CID Special Assessment retained by the County, (b) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, and (c) any sum received by the District which is the subject of a suit or other claim communicated to the District which suit or claim challenges the collection of such sum until such suit or claim is resolved in favor of the District.

“**District Obligations**” means the bonds issued by or on behalf of the District in accordance with this Agreement to finance or refinance Reimbursable Project Costs. The form of the District Obligations shall be attached to and incorporated as part of the Trust Indenture.

“**District Project**” means, collectively, the North District Project, the South District Project and the Dierbergs District Project, as more specifically described in the Petition and on **Exhibit B** attached hereto and incorporated by reference herein.

“**District Property**” means all of the real property legally described on **Exhibit A**, attached hereto and incorporated by reference herein.

“**District Revenues**” means, collectively, the District Assessment Revenues and, subject to annual appropriation by the Board of Directors, the District Sales Tax Revenues.

“**District Sales Tax**” means the sales and use tax levied by the District pursuant to the CID Act at a rate of one percent (1.0%) on the receipts from the sales at retail of all tangible personal property or taxable services at retail within the District which are subject to taxation by the State of Missouri pursuant to Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, with certain exceptions set forth in the CID Act.

“**District Sales Tax Revenues**” means the money actually collected and received, pursuant to this Agreement and the CID Act, from the imposition of the District Sales Tax. District Sales Tax Revenues shall not include (a) any costs of collecting the CID Sales Tax retained by the Missouri Department of Revenue, (b) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, (c) any sum received by the District which is the subject of a suit or other claim communicated to the District which suit or claim challenges the collection of such sum until such suit or claim is resolved in favor of the District, and (d) any amount set aside in escrow pursuant to State law that the District reasonably believes were collected and/or paid erroneously.

“**Event of Default**” means any event specified in **Section 8.1**.

“**Excusable Delays**” means delays due to acts of terrorism, acts of war or civil insurrection, strikes, riots, floods, earthquakes, fires, tornadoes, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, national or regional material shortages, failure to obtain regulatory approval from any federal or State regulatory body, unforeseen site conditions, material litigation by parties other than a Party and not caused by any Party’s failure to perform, or any other condition or circumstances beyond the reasonable or foreseeable control of the applicable Party using reasonable diligence to overcome which

prevents such Party from performing its specific duties or obligations hereunder in a timely manner. Excusable Delays shall extend the time of performance for the period of such excusable delay.

“**FLLH**” means Fountain Lakes Land Holding, LLC, and its successors and assigns.

“**Governmental Approvals**” means all plat approvals, re-zoning or other zoning changes, site plan approvals, conditional use permits, variances, building permits, or other subdivision, zoning, or similar approvals required for implementation and construction of the District Project.

“**Millstone**” means The Millstone Company and its successors and assigns.

“**North District Project**” means the portion of the District Project being designed, constructed and installed by Millstone.

“**Operating Costs**” means overhead expenses of the District for administration, supervision and inspection incurred in connection with the District Project. Operating Costs include, without limitation, the following: (a) expenses incurred in the exercise of the contractual powers of the District pursuant to Section 67.1461.1(5) of the CID Act; (b) reimbursement to the Developers for the costs of filing and defending the Petition to form the District, the petition to form the Fountain Lakes Commerce Center South Community Improvement District and the Petition and all publication and incidental costs related thereto; (c) costs related to any authorized indebtedness of the District, including the Costs of Issuance and repayment of District Obligations pursuant to Section 67.1461.1(12) and Section 67.1491 of the CID Act; (d) the cost of insurance obtained by the District pursuant to Section 67.1461(3) of the CID Act; (e) the cost of any audit pursuant to Section 67.1461.1(5) of the CID Act; and (f) expenses incurred by the District in the exercise of the powers granted under Section 67.1461.1(29) of the CID Act, which consist of paying the costs of compensating employees or contractors, paying the costs of suits by or against the District, the cost of purchasing personal property necessary or convenient for the District’s activities, the costs of conducting economic, planning, marketing or other studies and the costs of collection and disbursement of funds for District activities.

“**Operating Fund**” means the fund established with the Trustee from which Operating Costs shall be paid. The Operating Fund shall be funded from District Revenues each year in an amount equal to the Annual Operating Fund Deposit.

“**Petition**” shall have the meaning set forth in the Recitals to this Agreement.

“**Reimbursable Project Costs**” means all actual and reasonable costs and expenses that are incurred by or at the direction of the Developers or Dierbergs 370 Crossing as provided herein with respect to construction of their applicable portion of the District Project, including the actual and reasonable cost of labor and materials payable to contractors, builders, suppliers, vendors and materialmen in connection with the construction contracts awarded for the District Project that is constructed or undertaken by the Developers or Dierbergs 370 Crossing, plus all actual and reasonable costs to plan, finance, develop, design and acquire the District Project, including but not limited to the following:

- (a) all actual and reasonable costs of the District Project as set forth in **Exhibit B**;
- (b) all Costs of Issuance incurred in connection with the issuance of the District Obligations;
- (c) all planning, legal, administrative and other costs of the City associated with the District Project including, but not limited to, legal and administrative costs incurred or charged by the City in connection with the formation of the District, the formation of the Fountain Lakes Commerce Center South

Community Improvement District, the approval of the Petition and the negotiation of the Cooperation Agreement and this Agreement;

- (d) any Operating Costs of the District advanced by the Developers or Dierbergs 370 Crossing;
- (e) all other items of expense not elsewhere specified in this definition which may be necessary or incidental to the review, approval, acquisition, construction, improvement and financing of the District Project and which may lawfully be paid or incurred by the District under the CID Act; and
- (f) Approved Reimbursable Project Costs to Date.

“**Revenue Fund**” means the fund established with the Trustee into which District Revenues shall be deposited pursuant to the terms of the Trust Indenture.

“**South District Project**” means the portion of the District Project being designed, constructed and installed by FLLH.

“**State**” means the State of Missouri.

“**Trust Fund**” means the segregated fund(s) or account(s) into which all collected District Revenues are deposited pursuant to **Sections 3.2 and 3.5**.

“**Trust Indenture**” means the Trust Indenture dated as of June 1, 2025 by and between the Trustee and the Authority, entered into connection with the issuance of the District Obligations to refund the Original Obligations and to reimburse the Developers and Dierbergs 370 Crossing for additional Reimbursable Project Costs, in the form of that attached hereto as **Exhibit H**, with such changes mutually acceptable to all Parties hereto, as amended and supplemented in accordance with its terms.

“**Trustee**” shall mean the trustee under the Trust Indenture.

Section 1.3 Effectiveness of Cooperation Agreement. The Parties acknowledge and agree that this Agreement is intended to supplement, not amend or replace, the Cooperation Agreement as of the Effective Date of this Agreement.

ARTICLE II. REPRESENTATIONS OF PARTIES

Section 2.1 Representations by the District. As of the Effective Date of this Agreement, the District represents that:

- (a) The District is a community improvement district and political subdivision, duly organized and existing under the laws of the State, including particularly the CID Act.
- (b) By proper action of its Board of Directors, the District has been duly authorized to execute and deliver this Agreement and to carry out its obligations hereunder, acting by and through its duly authorized officers.
- (c) To the District’s knowledge, the execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the District will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust,

lease or any other restriction or any agreement or instrument to which the District is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the District or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the District under the terms of any instrument or agreements to which the District is a party.

(d) To the District's knowledge, there is no litigation or proceeding pending or, to the District's knowledge, threatened against the District affecting the right of the District to execute or deliver this Agreement or the ability of the District to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

(e) Construction of the District Project is of significant value to the District, the District Property and the general public. The District Project will promote the economic welfare and the development of the City through: (i) the creation of temporary and permanent jobs; (ii) the stimulation of additional development within the District; and (iii) the increase in local and state tax revenues. Further, the District finds that the District Project conforms to the purposes of the CID Act.

Section 2.2 Representations by Millstone. As of the Effective Date of this Agreement, Millstone represents, with respect to itself, that:

(a) Millstone is a corporation duly organized and existing under the laws of the State of Missouri.

(b) Each of Millstone has all necessary power and authority to execute, deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of Millstone herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal, valid and binding obligation of Millstone, enforceable in accordance with its terms.

(c) To Millstone's knowledge, the execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(d) No litigation, proceedings or investigations are pending or, to the knowledge of Millstone, threatened against Millstone or any stockholders, directors or officers of Millstone relating to the North District Project or the South District Project. In addition, no litigation, proceedings or investigations are pending or, to the knowledge of Millstone, threatened against Millstone seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of Millstone to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by Millstone of the terms and provisions of this Agreement.

(e) To Millstone's knowledge, Millstone is in material compliance with all laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, or operations as contemplated by this Agreement.

Section 2.3 Representations by FLLH. As of the Effective Date of this Agreement, FLLH represents that:

(a) FLLH is a limited liability company duly organized and existing under the laws of the State of Missouri.

(b) FLLH has all necessary power and authority to execute, deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of FLLH herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal, valid and binding obligation of FLLH, enforceable in accordance with its terms.

(c) To FLLH's knowledge, the execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(d) No litigation, proceedings or investigations are pending or, to the knowledge of FLLH, threatened against FLLH or any member, manager or officer of FLLH relating to the North District Project and the South District Project. In addition, no litigation, proceedings or investigations are pending or, to the knowledge of FLLH, threatened against FLLH seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of FLLH to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by FLLH of the terms and provisions of this Agreement.

(e) To FLLH's knowledge, FLLH is in material compliance with all laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, or operations as contemplated by this Agreement.

Section 2.4 Representations by Dierbergs 370 Crossing. As of the Effective Date of this Agreement, Dierbergs 370 Crossing represents that:

(a) Dierbergs 370 Crossing is a limited liability company duly organized and existing under the laws of the State of Missouri.

(b) Dierbergs 370 Crossing has all necessary power and authority to execute, deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of Dierbergs 370 Crossing herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal, valid and binding obligation of Dierbergs 370 Crossing, enforceable in accordance with its terms.

(c) The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any organizational restriction or of any agreement or instrument to which Dierbergs 370 Crossing is now a party, and do not and will not constitute a default under any of the foregoing.

(d) No litigation, proceedings or investigations are pending or, to the knowledge of Dierbergs 370 Crossing, threatened against Dierbergs 370 Crossing or any member, manager or officer of Dierbergs 370 Crossing.

370 Crossing relating to the District Project. In addition, no litigation, proceedings or investigations are pending or, to the knowledge of Dierbergs 370 Crossing, threatened against Dierbergs 370 Crossing seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of Dierbergs 370 Crossing to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by Dierbergs 370 Crossing of the terms and provisions of this Agreement.

(e) Dierbergs 370 Crossing is in material compliance with all laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, or operations as contemplated by this Agreement.

ARTICLE III.

IMPOSITION, ADMINISTRATION AND COLLECTION OF DISTRICT REVENUES

Section 3.1 General. The District will use the District Revenues to pay the Operating Costs of the District and, through the issuance of District Obligations, to reimburse the Developers and Dierbergs 370 Crossing for Reimbursable Project Costs. The District shall have no obligation to reimburse the Developers or Dierbergs 370 Crossing for Reimbursable Project Costs unless and until the District has approved a Certificate of Reimbursable Project Costs for Reimbursable Project Costs incurred by the applicable party in accordance with **Section 5.3**.

Section 3.2 Imposition, Administration and Collection of the District Sales Tax.

(a) The Parties acknowledge that the District currently imposes and levies the District Sales Tax. Unless extended by the voters of the District, the District Sales Tax terminates on April 1, 2059.

(b) The District Sales Tax is currently collected by the Missouri Department of Revenue as provided in the CID Act. The Parties shall cooperate with the Missouri Department of Revenue in all respects and as necessary for the collection by the Missouri Department of Revenue of the District Sales Tax. The Parties hereby acknowledge that the Missouri Department of Revenue may deduct from the District Sales Tax its own collection and administrative fee as provided for in the CID Act and any other applicable statute.

(c) Upon receipt of District Sales Tax Revenues, the District shall deposit the same into a special trust account to be known as the "Fountain Lakes Commerce Center North Community Improvement District Sales Tax Trust Account" and shall transfer, subject to annual appropriation by the Board of Directors, the money in such account to the Trustee for application as contemplated in this Agreement and the Trust Indenture.

Section 3.3 Enforcement of the District Sales Tax.

(a) The District shall take all actions reasonably necessary and within its control for enforcement of the District Sales Tax. The District may prosecute or defend any action, lawsuit or proceeding or take any other action involving third persons that the District deems reasonably necessary to secure the payment of the District Sales Tax. The Developers and Dierbergs 370 Crossing covenant to cooperate and take all reasonable actions reasonably necessary and within their control to assist the District in the enforcement of the District Sales Tax.

(b) The District shall report all material violations of Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended (the "**Missouri Sales Tax Law**"), to the Missouri Department

of Revenue for enforcement to the extent that such violations result in the District's inability to collect the District Sales Tax in a timely manner as provided for in the Missouri Sales Tax Law. If the Missouri Department of Revenue notifies the District that it refuses to undertake enforcement of the District Sales Tax, the District may promptly initiate an action to enforce collection. Notwithstanding anything to the contrary in this Agreement, the District is not obligated to undertake any enforcement action if the cost of such enforcement is, in the opinion of the District, reasonably expected to exceed the amount of revenues sought to be collected.

Section 3.4 Repeal of the District Sales Tax. In no event shall the District take any action to repeal, terminate, or modify the District Sales Tax or otherwise discontinue the levy or collection thereof before its stated expiration date while any District Obligations remain outstanding. The District shall not implement the procedures for repeal or modification of the District Sales Tax and abolishment of the District if the District, with the prior written consent of the City, has approved another project pursuant to the CID Act. Upon repeal of the District Sales Tax, the District shall:

- (a) Pay all outstanding Operating Costs; and
- (b) Retain any remaining District Sales Tax Revenues until such time as the District is abolished and the District has provided for the transfer of any funds remaining in a manner permitted by the CID Act.

Section 3.5 Imposition, Collection and Administration of the District Assessment.

(a) The Parties acknowledge that the District currently imposes and levies an annual special assessment upon all taxable real property, as reflected in the records of the St. Charles County Assessor's office or otherwise by agreement with the owner thereof, within the District in a maximum annual levy of One Dollar 00/100 Cents (\$1.00) per One Hundred Dollars (\$100) of assessed valuation of taxable improvements on each parcel, tract, or lot within the District (the "**District Assessment**"). The District Assessment shall be calculated on a per lot basis. In no event will the amount of the District Assessment exceed the benefit to accrue to the lot being assessed. Interest and credit enhancement costs at a rate not to exceed 10% per annum on unpaid assessments and costs related to the issuance and administration of the District Obligations in an amount not to exceed 0.5% per annum of unpaid assessments may also be assessed. The District shall maintain the levy of the District Assessment in the manner described above and at the maximum levy rates authorized until the later of: (i) the date on which all District Obligations are fully paid, defeased, and satisfied; or (ii) the date of termination of the District.

(b) The District Assessment is currently collected by the County Collector as provided in the CID Act. If the County Collector refuses to collect the District Assessment, the District or the District's Authorized District Representative shall collect the District Assessment.

(c) If the District collects the District Assessment, as set forth in **Section 3.5(b)**, then the District, or the Authorized District Representative as agent for the District, shall receive a collection fee in the amount of one percent (1%) of the total District Assessment Revenues (the "Collection Fee"). Such Collection Fee shall be in addition to the Administrative Fee.

(d) If the amount on deposit in the Operating Fund and/or the Collection Fee does not fully reimburse the District or the Authorized District Representative as agent for the District, for actual costs and expenses incurred in fulfilling its obligations under this **Section**, then the District or the Authorized District Representative as agent for the District, shall receive, subject to annual appropriation by the District's Board of Directors, reimbursement for such actual costs that exceed the amount on deposit in the Operating Fund and/or the Collection Fee. If there are insufficient funds in any fiscal year to cover such

actual costs incurred by the District or the Authorized District Representative as agent for the District, such unpaid Operating Costs and/or Collection Fees shall be paid in subsequent fiscal years to the extent set forth per the Indenture.

(e) Upon receipt of District Assessment, the District shall deposit the same into a special trust account to be known as the "Fountain Lakes Commerce Center North Community Improvement District Assessment Trust Account" and shall transfer the money in such account to the Trustee for application as contemplated in this Agreement and the Trust Indenture.

Section 3.6 Enforcement of the District Assessment.

(a) The District shall take all actions reasonably necessary and within its control for enforcement of the District Assessment. The District may prosecute or defend an action, lawsuit or proceeding or take any other action involving third persons that the District deems reasonably necessary to secure the payment of a District Assessment. Notwithstanding anything to the contrary in this Agreement, the District is not obligated to undertake any enforcement action if the cost of such enforcement is, in the opinion of the District, reasonably expected to exceed the amount of revenues sought to be collected.

(b) The District Assessment, when due and owing, shall constitute a perpetual lien against each tract, lot or parcel of property from which it is derived. Such lien may be foreclosed in the same manner as any other special assessment lien as provided in § 88.861, Revised Statutes of Missouri.

Section 3.7 Repeal of the District Assessment. In no event shall the District take any action to repeal, terminate, or modify the District Assessment or otherwise discontinue the levy or collection thereof while any District Obligations remain outstanding. The District shall not implement the procedures for repeal or modification of the District Assessment and abolishment of the District if the District, with the prior written consent of the City, has approved another project pursuant to the CID Act. Upon repeal of the District Assessment, the District shall:

(a) Pay all outstanding Operating Costs.

(b) Retain any remaining District Assessment until such time as the District is abolished and the District has provided for the transfer of any funds remaining in a manner permitted by the CID Act.

Section 3.8 Records of the District Revenues. The District shall keep accurate records of the District Revenues collected. Any District records pertaining to District Revenues shall be provided to any person upon written request, as permitted by law.

Section 3.9 Operating Costs. The District, subject to annual appropriation by the District's Board of Directors, shall pay for the Operating Costs of the District from District Revenues. The expected Operating Costs shall be included in the District's annual budget, as provided in **Section 7.3**.

Section 3.10 Extraordinary Expenses. The parties agree that, upon the District receiving notice of any audit, request for information, investigation or similar inquiry with respect to the District Obligations, the District shall deposit District Revenues into the Extraordinary Expense Fund (as defined in the Indenture) in the amount of at least One Hundred and Forty-Five Thousand Dollars and no/100 (\$145,000.00), and upon any withdrawals from such fund, the District shall replenish such funds up to at least One Hundred and Forty-Five Thousand Dollars and no/100 (\$145,000.00) until such time as such audit, request for information, investigation or inquiry has reached its final conclusion.

**ARTICLE IV.
DIERBERGS FL PROJECT**

Section 4.1 Dierbergs FL Project.

(a) Dierbergs 370 Crossing intends to carry out a redevelopment project within the boundaries of the District (the “**Dierbergs FL Project**”), pursuant to which Dierbergs 370 Crossing may incur or cause to be incurred certain costs of additional public improvements or services that would be reimbursable under the CID Act and this Agreement (such additional improvements or services being referred to as the “**Dierbergs District Project**”).

(b) Except as provided below, if Dierbergs 370 Crossing fails to cause the substantial completion of the Dierbergs FL Project by December 31, 2026, the only remedy any Party hereto shall have shall be to terminate this Agreement and any other agreements relating to Dierbergs FL Project as to Dierbergs 370 Crossing, and in no event shall Dierbergs 370 Crossing be liable for monetary damages in connection with such failure except as set forth below.

(c) Notwithstanding the foregoing, Dierbergs 370 Crossing agrees that if substantial completion of the Dierbergs FL Project does not occur by December 31, 2026, the District shall have the right to cancel any District Obligations held by Dierbergs 370 Crossing (or an affiliate thereof) and modify the terms of this Agreement and the Trust Indenture without the consent of Dierbergs 370 Crossing (or any affiliate thereof).

**ARTICLE V.
DISTRICT PROJECT**

Section 5.1 Design and Construction of District Project; Advancement of Costs.

(a) All costs advanced by FLLH with respect to the South District Project have been approved for reimbursement and are evidenced by a portion of the Outstanding Obligations.

(b) The Parties acknowledge and agree that the North District Project has been partially completed by Millstone, as the District’s agent. All costs previously advanced by Millstone with respect to the North District Project have been approved for reimbursement and are evidenced by a portion of the Outstanding Obligations. The Parties further acknowledge and agree that Millstone, as the District’s agent, anticipates incurring additional costs in connection with the North District Project in an amount not to exceed \$500,000. Millstone shall advance all costs and expenses necessary for completion of the North District Project. All such funds so advanced shall be subject to reimbursement as a Reimbursable Project Cost solely as provided for in this Agreement. Millstone shall design and construct all aspects of the North District Project in accordance with plans approved by the City as required.

(c) Dierbergs 370 Crossing, as the District’s agent, shall design and construct all aspects of the Dierbergs District Project in accordance with plans approved by the City as required. Dierbergs 370 Crossing shall advance all costs and expenses necessary for completion of the Dierbergs District Project. All such funds so advanced shall be subject to reimbursement as a Reimbursable Project Cost solely as provided for in this Agreement.

Section 5.2 Application of Prevailing Wage, Public Bidding and Other Laws.

(a) To the extent that prevailing wage, public bidding, or other requirements of federal, State and local laws, codes and regulations apply to any portion of the District Project, the Developers and

Dierbergs 370 Crossing, as applicable, covenant and agree to take all such actions as are necessary to comply with such laws, regulations or requirements, and the District shall cooperate with the Developers and Dierbergs 370 Crossing, as applicable, to the extent required to comply with the foregoing requirements. The Developers and Dierbergs 370 Crossing, as applicable, shall indemnify and hold harmless the District from any liability resulting to the District from failure of such Party, or their contractor or subcontractor to pay prevailing wages or to otherwise comply with any public bidding or other requirements of federal, State and local laws, codes and regulations that apply to their applicable portion of the District Project.

(b) Simultaneously with the execution of this Agreement, the Developers and Dierbergs 370 Crossing shall each provide the District with an affidavit, in substantially the form of Exhibit G, and, if such party has any employees as of such date, documentation meeting the requirements of Section 285.530 of the Revised Statutes of Missouri.

Section 5.3 Reimbursements Limited to Reimbursable Project Costs; Right to Substitute.

(a) Costs incurred by the Developers or Dierbergs 370 Crossing in connection with their applicable portion of the District Project will be eligible for reimbursement upon submission by the applicable Party, and acceptance by the District, of a Certificate of Reimbursable Project Costs, as set forth below.

(b) Each of Developer and Dierbergs 370 Crossing, as applicable, may submit to the District no more frequently than once per month, a Certificate of Reimbursable Project Costs in substantially the form attached as Exhibit C, attached hereto and incorporated by reference herein, with respect to their applicable portion of the District Project. Said certificate shall be accompanied by itemized invoices, receipts or other information that will demonstrate to the District's satisfaction that any cost has been incurred and qualifies for reimbursement pursuant to this Agreement.

(c) The Parties acknowledge and agree that Reimbursable Project Costs incurred by the Developers and approved by the District as of the Effective Date have totaled \$2,754,165.63 plus accrued interest (the "Approved Reimbursable Project Costs to Date"). Future Reimbursable Project Costs incurred by Millstone and approved by the District following the Effective Date shall be limited to the maximum of \$500,000 plus accrued interest, provided, that such maximum shall be reduced on a dollar for dollar basis by the amount of any reimbursement of such costs by Millstone Weber LLC (or an affiliate thereof) related to the North District Project and reimbursement of costs related to letter of credit fees. Millstone agrees and covenants to promptly notify the other Parties hereto of any such reimbursement upon receipt. The maximum Reimbursable Project Costs that may be incurred by Dierbergs 370 Crossing and approved by the District shall equal the total amount of reimbursement shown on Exhibit B, less the Approved Reimbursable Project Costs to Date, less the actual future Reimbursable Project Costs incurred by Millstone and approved by the District (not to exceed \$500,000) plus Costs of Issuance and accrued interest, but shall be adjusted as described in the immediately following sentence. Notwithstanding the foregoing, the maximum Reimbursable Project Costs that may be incurred by Dierbergs 370 Crossing shall be increased on a dollar for dollar basis by the amount by which the maximum amount of costs authorized to be reimbursed from District Revenues under the Petition is increased as described in Section 7.4(d) hereof. The Developers and Dierbergs 370 Crossing shall also be entitled to reimbursement for any Operating Costs advanced.

(d) The District shall notify a Developer or Dierbergs 370 Crossing, as applicable, in writing within thirty (30) days after each submission of its approval or disapproval of the costs identified in each Certificate of Reimbursable Project Costs. If the District determines that any cost identified as a Reimbursable Project Cost is not a Reimbursable Project Cost under this Agreement or the CID Act, the

District shall so notify the applicable Party in writing within thirty (30) days after the submission, identifying the ineligible cost and the basis for determining the cost to be ineligible. Such Party shall then have the right to identify and substitute other costs as Reimbursable Project Costs, which shall be included with a supplemental application for payment submitted within thirty (30) days after the District's notification of any ineligible costs. The District shall then review and notify the applicable Party in writing within thirty (30) days after submission of its approval or disapproval of the costs identified in the supplemental application for payment. Should the District not provide written notice of approval or disapproval of any Reimbursable Project Costs submitted within such thirty (30) day period, then such submittal shall be deemed approved for all other purposes of this Agreement.

(e) The Developers and Dierbergs 370 Crossing shall provide such information as the District may request, and shall make its applicable books and records available to the District in order for the District to confirm that any cost qualifies under this Agreement and has been incurred and paid by such Party. The District may retain such consultants as it deems necessary in connection with such review.

Section 5.4 Certificate of Substantial Completion.

(a) Promptly after substantial completion of all aspects of the North District Project in accordance with the provisions of this Agreement, Millstone will furnish to the District a Certificate of Substantial Completion so certifying. Promptly after substantial completion of all aspects of the Dierbergs District Project in accordance with the provisions of this Agreement, Dierbergs 370 Crossing will furnish to the District a Certificate of Substantial Completion so certifying.

(b) Upon acceptance of a Certificate of Substantial Completion by the District or upon the lapse of thirty (30) days after delivery thereof to the District without any written objections thereto, Millstone or Dierbergs 370 Crossing, as applicable, may record such Certificate of Substantial Completion with the County Recorder, and the same shall constitute evidence of the completion by Millstone or Dierbergs 370 Crossing, as applicable, of its portion of the District Project. The Certificate of Substantial Completion shall be in substantially the form attached as **Exhibit D**, attached hereto and incorporated by reference herein. Upon acceptance of such Certificate of Substantial Completion, Dierbergs 370 Crossing and the District shall work cooperatively to establish such documentation, in form and substance reasonably acceptable to the District and at Dierbergs 370 Crossing's sole cost and expense, as reasonably necessary to establish that portion of the Dierbergs District Project being financed with District Revenues as a public improvement for purposes of the CID Act.

ARTICLE VI. DISTRICT OBLIGATIONS

Section 6.1 Reimbursement of Costs; Issuance of District Obligations.

(a) The Parties acknowledge and agree that the District has issued, or caused to be issued, the Original Obligations to evidence the rights of the Developers to receive reimbursement for Approved Reimbursable Project Costs to Date, plus accrued interest and to pay Costs of Issuance related thereto. The Parties acknowledge and agree that the Original Obligations will be refinanced pursuant to the terms and provisions set forth in the Trust Indenture.

(b) The District agrees to reimburse the Developers and Dierbergs 370 Crossing for additional Reimbursable Project Costs by the issuance of District Obligations as provided herein and in the Trust Indenture. Nothing in this Agreement shall obligate the District to issue, cause to be issued or further endorse District Obligations for any cost that is not a Reimbursable Project Cost. The District Obligations

issued to reimburse the Developers and Dierbergs 370 Crossing for additional Reimbursable Project Costs shall be issued pursuant to the terms and provisions set forth in the Trust Indenture.

(c) Subject to the requirements of this Agreement, the District shall issue, or cause to be issued, the District Obligations in accordance with this Agreement, and otherwise in the form and substance provided in the Trust Indenture. Each of the District Obligations shall bear interest at a fixed rate per annum agreeable to the Developers and Dierbergs 370 Crossing, but not in excess of 10% and shall accrue interest from and after (i) with respect to any District Obligations issued to refund an outstanding District Obligation, the date of issuance of such District Obligations or (ii) with respect to any District Obligations issued to reimburse the Developers and Dierbergs 370 Crossing for additional Reimbursable Project Costs, the date of the District's acceptance of each applicable Certificate of Reimbursable Project Costs.

(d) The issuance of District Obligations to reimburse the Developers and Dierbergs 370 Crossing for additional Reimbursable Project Costs are subject to the following additional conditions:

(i) No District Obligations shall be endorsed until such time as the District has received and accepted a Certificate of Reimbursable Project Costs from a Developer or Dierbergs 370 Crossing, as applicable.

(ii) Within 15 business days after acceptance by the District of each Certificate of Reimbursable Project Costs, the District will request the Trustee to endorse the applicable series of the District Obligations in an amount equal to the approved Reimbursable Project Costs. Upon the acceptance by the District of a Certificate of Reimbursable Project Costs and the endorsement to the applicable series of the District Obligations as provided herein and the Trust Indenture, the following actions shall be deemed to have occurred: (A) the Developer or Dierbergs 370 Crossing, as applicable, have advanced funds necessary to purchase such District Obligations, (B) such funds have been deposited in a project fund created under the Trust Indenture for the District Project and (C) the District has reimbursed the Developer or Dierbergs 370 Crossing, as applicable, in full for such costs from the amounts deemed to be on deposit from time to time.

(e) The District may, from time to time, issue or cause to be issued District Obligations in an amount sufficient to refund all of the outstanding District Obligations pursuant to the Trust Indenture.

(f) Nothing contained in this Agreement shall be construed to prohibit the District from issuing more than one bond, issuing bonds in series or dividing any issue into one or more divisions, fixing different maturities or dates of such bonds, fixing different rates of interest, or prescribing different terms and conditions for bonds of the several series or divisions upon agreement of the Parties.

(g) The Parties acknowledge and agree that the Trust Indenture shall not be modified or supplemented without the written consent of the Parties hereto.

Section 6.2 Limited Obligations. The District Obligations shall be payable solely from the District Revenues or proceeds of the District Obligations and not from any other source. The District Obligations shall be the exclusive responsibility of the District, and shall not constitute a debt or liability or general obligation of the District, the City, the State or any agency or political subdivision thereof.

Section 6.3 Cooperation in the Issuance of District Obligations.

(a) The Developers and Dierbergs 370 Crossing each covenant to cooperate and take all reasonable actions necessary to assist the District, the Authority and its Bond Counsel, underwriters and financial advisors in the preparation of offering statements, private placement memoranda or other

disclosure documents, if any, and all other documents necessary to market and sell District Obligations, as appropriate. Neither the Developers nor Dierbergs 370 Crossing will not be required to disclose to the general public or any investor any proprietary or confidential financial information pertaining to the Developers, Dierbergs 370 Crossing or any tenant, but upon the execution of a confidentiality agreement acceptable to the Developers or Dierbergs 370 Crossing, as applicable, the Developers or Dierbergs 370 Crossing, as applicable, shall provide such information to the District, the Authority and its Bond Counsel, financial advisors, underwriter and their counsel to enable such parties to satisfy their due diligence obligations. Such compliance obligation shall be a covenant running with the land, enforceable as if any subsequent transferee thereof were originally a party to and bound by this Agreement.

(b) If the proceeds of the District Obligations or available District Revenues are insufficient to fund Costs of Issuance for such District Obligations, such unfunded amount shall be paid by Dierbergs 370 Crossing. All funds advanced by Dierbergs 370 Crossing pursuant to this subsection shall be considered a Reimbursable Project Cost.

Section 6.4 No Other Obligations or Uses of District Revenues. The District shall not issue any other indebtedness or obligations secured by the District Revenues other than the District Obligations provided for under this Agreement.

Section 6.5 Pledge of District Revenues. Upon the issuance of District Obligations, the District shall pledge all District Revenues on deposit in the Trust Fund (less the Annual Operating Fund Deposit) to the payment of debt service on the District Obligations in accordance with the terms of the Trust Indenture. Notwithstanding the foregoing, any pledge of the District Sales Tax Revenues shall be subject to annual appropriation by the District.

Section 6.6 Covenant to Request Annual Appropriation. The District agrees to cause the officer of the District at any time charged with the responsibility of formulating budget proposals to include in the budget proposal submitted to the District for each fiscal year that the District Obligations are outstanding, a request for an appropriation of District Sales Tax Revenues for application to the payment of District Obligations in accordance with this Agreement and the Trust Indenture.

ARTICLE VII. SPECIAL COVENANTS OF AND RELATING TO THE DISTRICT

Section 7.1 Records of the District.

(a) The District shall keep proper books of record and account in which full, true and correct entries will be made of all dealings or transactions of or in relation to its business affairs in accordance with generally accepted accounting principles consistently applied. The District shall, within 120 days after the end of each fiscal year, submit a report to the City and the Missouri Department of Economic Development stating the services provided, revenues collected and expenditures made by the District during such fiscal year, and copies of written resolutions approved by the Board of Directors during the fiscal year.

(b) The District shall make its books and records available to the City and will furnish to the City such information as it may reasonably request concerning the District, including such statistical and other operating information requested on a periodic basis, in order to determine whether the covenants, terms and provisions of this Agreement have been met. The City may retain such consultants as it deems necessary in connection with such review, the cost of which shall be an Operating Cost payable by the District in accordance with this Agreement. For that purpose, all pertinent books, documents and vouchers relating to the District's business, affairs and properties shall at all times during regular business hours be open to the inspection of such consultants (who may make copies of all or any part thereof provided that

the confidentiality of all records shall be maintained pursuant to such confidentiality agreements as the District reasonably requires).

Section 7.2 Covenants Related to the District. The Developers and Dierbergs 370 Crossing each covenant and agree as follows:

(a) The Developers and Dierbergs 370 Crossing shall each in good faith cooperate and assist the District by taking all reasonable actions necessary to cause District Sales Tax Revenues to be paid and deposited into the Trust Fund, including cooperation with the District and the Missouri Department of Revenue or the Authorized District Representative in the enforcement and collection of all such payments through all reasonable and ordinary means of enforcement.

(b) Each of the Developers and Dierbergs 370 Crossing agree that they will not challenge or seek to terminate the District Sales Tax or the District Special Assessment and each waive the right to file suit to set aside the District, the District Sales Tax or the District Special Assessment, or otherwise question the validity of the proceedings relating thereto. Notwithstanding the foregoing, the provisions of this subpart (b) shall not be construed in any way to limit the right of Developers or Dierbergs 370 Crossing (or their successors or assigns) to appeal or contest the assessed valuation of any property set or maintained by St. Charles County owned within the District.

(c) The Developers or Dierbergs 370 Crossing, as applicable, shall notify the District in writing of any sale, lease, transfer or other disposition of any real property within the District that is owned by such party (or a related entity), which notice shall be given within 15 days after the date of said sale, lease, transfer or other disposition. Said notice shall specify the name and address of the person or entity that acquired any or all of the real property located within the District and shall identify the real property sold, leased, transferred or otherwise disposed, whether by voluntary transfer or otherwise.

(d) Upon repayment of all District Obligations, the Developers and Dierbergs 370 Crossing shall cooperate to obtain approval of any petition for the termination of the District or the Fountain Lakes Commerce Center South Community Improvement District pursuant to the CID Act and this Agreement.

The Developers' and Dierbergs 370 Crossing's covenants in this Section shall run with the land to any purchaser, tenant or transferee of any of the Developers' or Dierbergs 370 Crossing's real property within the District. Upon execution of this Agreement, the Developers and Dierbergs 370 Crossing shall use reasonable efforts to specifically include the covenants in this Section in all deeds, leases and other instruments by which the Developers or Dierbergs 370 Crossing, as applicable, convey an interest in real property within the District.

Section 7.3 Annual Budget; Annual Financial Statements.

(a) For each fiscal year, the District shall, no earlier than one hundred eighty (180) days and no later than ninety (90) days prior to the first day of each fiscal year, submit a proposed budget for the upcoming fiscal year to the City, which shall be approved by the Board of Directors no later than thirty (30) days prior to the first day of each fiscal year. Each budget for the District shall generally be prepared in accordance with all applicable state statutes including Section 67.010, Revised Statutes of Missouri, as amended. The fiscal year of the District shall be the same as that of the City, which shall be a fiscal year beginning January 1 and ending December 31.

(b) If required pursuant to any agreement or other documents relating to the issuance of District Obligations, the District shall promptly provide copies of the annual audited financial statements of the District performed by an independent certified public accounting firm to all such parties as may be required pursuant to such agreement or documents.

Section 7.4 Governance of the District.

(a) The District's Board of Directors shall consist of five (5) members to be appointed by the Mayor with the consent of the City Council pursuant to the CID Act and the Petition.

(b) Each director must have all of the following characteristics:

(i) be a citizen of the United States;

(ii) be a Missouri resident for at least one year prior to appointment to the Board of Directors;

(iii) be at least eighteen (18) years of age; and

(iv) be either:

(A) an owner as defined in Section 67.1401.2(11) of the CID Act of real property located within the District (or a legally authorized representative thereof);

(B) a business operating within the District (or a legally authorized representative thereof); or

(C) a registered voter residing within the District.

(c) The Developers and Dierbergs 370 Crossing shall enter into an indenture or similar document, to be recorded against any property owned by the Developers (or any affiliate) within the District, providing that, so long as the District Obligations issued to Dierbergs 370 Crossing (or its affiliate) are outstanding, Dierbergs 370 Crossing shall have the right to designate at least one representative of Dierbergs 370 Crossing as the legally authorized representative of the Developers (or any subsequent property owner) for the purpose of appointment to the Board of Directors; such indenture or similar recorded document shall also provide that, upon repayment or refunding in full of the District Obligations issued to the Developers (or their affiliate), Dierbergs 370 Crossing have the right to designate representatives for appointment to the Board of Directors in sufficient number for such representatives of Dierbergs 370 Crossing to constitute a majority of members of the Board of Directors. The Developers agree to designate, and to assist in providing to the City the name of any Dierbergs 370 Crossing designated representative for appointment to the Board of Directors pursuant to the CID Act.

(d) The Developers agree to execute, or cause any affiliate which owns real property within the boundaries of the District to execute, an amendment to the Petition in the form of that attached hereto as Exhibit I (the "**2025 Petition Amendment**") that increases the maximum amount of Reimbursable Project Costs eligible for reimbursement with respect to the District Project generally, and the Dierbergs District Project in particular, by a minimum of \$500,000 over the maximum amount of such costs eligible for reimbursement as of the date hereof. Dierbergs 370 Crossing shall be responsible for payment of all costs incurred in connection with any amendment to the Petition. Following submittal of the 2025 Petition Amendment, the Developers agree to, at the reasonable request of Dierbergs 370 Crossing, indicate or express, to the City of St. Charles or any official thereof, their support for the 2025 Petition Amendment

and cooperate with respect to approval of the same, provided that such cooperation shall not require any Developers to incur costs, except for those which may be reimbursed by Dierbergs 370 Crossing.

ARTICLE VIII. DEFAULTS AND REMEDIES

Section 8.1 Events of Default. If any Party fails in the performance of any covenant, agreement or obligation imposed or created by this Agreement, and such default continues for 60 days after a non-defaulting Party has given written notice to the defaulting Party specifying such default and an opportunity to cure, such event shall constitute an Event of Default under this Agreement.

Section 8.2 Remedies on Default. If any Event of Default has occurred and is continuing, then any non-defaulting Party may, upon its election or at any time after its election while such default continues, by mandamus or other suit, action or proceedings at law or in equity, enforce its rights against the defaulting Party and its officers, agents and employees, and may require and compel duties and obligations required by the provisions of this Agreement.

Section 8.3 Rights and Remedies Cumulative. The rights and remedies reserved by the Parties under this Agreement and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Parties shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and each Party hereby waives the right to raise such defense in any proceeding in equity.

Section 8.4 Waiver of Breach. No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of Default, a non-defaulting Party may nevertheless accept from the defaulting Party, any payment or payments without in any way waiving the non-defaulting Party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting Party.

Section 8.5 Excusable Delays. No Party shall be deemed to be in default of this Agreement because of Excusable Delays; provided, an Excusable Delay shall not be deemed to exist (a) as to any matter that could have been avoided by the exercise of due care, (b) as to any matter initiated or unreasonably sustained by the Party claiming the Excusable Delay, and (c) unless the Party claiming the Excusable Delay provides written notice to the other Parties within thirty (30) days after such Party has actual notice of the claimed event.

ARTICLE IX. MISCELLANEOUS

Section 9.1 Effective Date. This Agreement shall become effective on the Effective Date.

Section 9.2 Binding Nature of Agreement. The Parties hereto acknowledge and agree that, as of the Effective Date, all of the terms of this Agreement, are legal, binding and enforceable obligations of the Parties and any permitted successors and assigns, as of such date.

Section 9.3 Release and Indemnification.

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

(b) No recourse shall be had for any claim based upon any representation, obligation, covenant or agreement in this Agreement maintained against any past, present or future elected official, officer, member, employee, director or agent of the District, or of any successor thereto, as such, either directly or through the District, or any successor thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such elected officials, officers, members, employees, directors or agents as such is hereby expressly waived and released as a condition of, and consideration for, the execution of this Agreement.

Section 9.4 Successors and Assigns.

(a) This Agreement shall be binding on and shall inure to the benefit of the parties named herein and their respective successors and assigns.

(b) Prior to substantial completion of the District Project, this Agreement may not be assigned without the District's prior written consent, unless such assignment is (i) made for the purpose of a collateral assignment by either Developer or Dierbergs 370 Crossing to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the District Project, or (ii) made by the transferee of any such collateral assignment to transfer such interest by foreclosure or transfer in lieu of foreclosure under such collateral assignment; provided that the Developers or Dierbergs 370 Crossing, as applicable, shall remain liable hereunder for substantial completion of their applicable portion of the District Project and shall be released from such liability hereunder only upon the District's determination that the proposed transferee has the ability to complete and operate the applicable portion of the District Project in accordance with this Agreement. Such a determination shall be based on the financial ability and previous experience of the proposed transferee. The District's prior written consent shall not be required for an assignment by the Developer or Dierbergs 370 Crossing, as applicable, after substantial completion of their applicable portion of the District Project.

(c) Except for assignments made under **Section 9.4(b)** above, no assignment shall be effective unless the transferee executes and delivers to the District a transferee certificate in substantially similar form to **Exhibit E** attached hereto.

Section 9.5 Modification. The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement among the Parties. Any modification to this Agreement as approved shall be attached hereto and incorporated by reference herein.

Section 9.6 Notices. Notices required by this Agreement shall be deemed given if deposited in the United States mail, first class, postage prepaid and addressed as hereinafter specified.

(a) To the North District at:

Fountain Lakes Commerce Center North Community Improvement District
c/o Millstone Capital Advisors, LLC
P.O. Box 16070
St. Louis, Missouri 63105
Attention: Chairman
E-mail: rmillstone@millstoneca.com
Telephone: (314) 450-7799

With a copy to:

Hamilton Weber LLC
200 North Third Street
St. Charles, Missouri 63301
Attention: John Young, Esq.
E-mail: jyoung@hamiltonweber.com
Telephone: (636) 947-4700

(b) To the Developers at:

Fountain Lakes Land Holding, LLC and The Millstone Company
c/o Millstone Capital Advisors, LLC
P.O. Box 16070
St. Louis, Missouri 63105
Attention: Robert D. Millstone
E-mail: rmillstone@millstoneca.com
Telephone: (314) 450-7799

With a copy to:

Thompson Coburn LLP
One US Bank Plaza
St. Louis, Missouri 63101
Attention: Deborah K. Rush
E-mail: drush@thompsoncoburn.com
Telephone: (314) 552-6193

(c) To Dierbergs 370 Crossing at:

Dierbergs 370 Crossing, LLC
c/o Dierbergs Markets, Inc.
16690 Swingley Ridge Road, Suite 400
Chesterfield, Missouri 63017
Attention: Brent C. Beumer
E-mail: beumerb@dierbergs.com
Telephone: (636) 812-1364

With a copy to:

Husch Blackwell LLP
8001 Forsyth Boulevard, Suite 1500
St. Louis, Missouri 63105
Attention: Jonathan W. Giokas
E-mail: jonathan.giokas@huschblackwell.com
Telephone: (314) 480-1713

or to such other address with respect to any Party as that Party may, from time to time, designate in writing and forward to the other.

Section 9.7 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 9.8 Validity and Severability. It is the intention of the Parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of the State, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement is deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

Section 9.9 Execution of Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 9.10 Attorney's Fees. In the event any party hereto brings an action or proceeding for any alleged breach or default, or for any other acts arising out of this Agreement, the prevailing party(ies) to such action shall be entitled to an award of all of its (their) costs, including reasonable attorney's fees, and any court costs incurred in said action or proceeding in addition to other damages or relief awarded, regardless of whether or not final judgment is entered in such action or proceeding.


*[The remainder of this page has intentionally been left blank;
signature pages and exhibits follow.]*

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




(SEAL)

**FOUNTAIN LAKES COMMERCE CENTER
NORTH COMMUNITY IMPROVEMENT
DISTRICT**

By: 
Robert D. Millstone, Chairman

ATTEST:

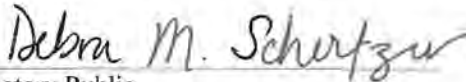

Steve Garlock, Secretary

ACKNOWLEDGMENT

STATE OF MISSOURI)
COUNTY OF St. Charles) SS.

On this 30th day of May, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert D. Millstone, Chairman, of the FOUNTAIN LAKES COMMERCE CENTER NORTH COMMUNITY IMPROVEMENT DISTRICT, a Missouri community improvement district, known to me to be the person who executed the forgoing agreement on behalf of said district by authority of its Board of Directors and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.


Notary Public


My Commission Expires

5/17/2029

(SEAL)



THE MILLSTONE COMPANY

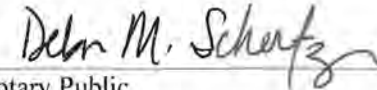
By: 
Robert D. Millstone, President

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF St. Charles)

On this 30th day of May, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert D. Millstone, President of THE MILLSTONE COMPANY, a Missouri corporation, known to me to be the person who executed the foregoing agreement in behalf of said corporation by authority of its Board of Directors, and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.



Notary Public

My Commission Expires
5/17/2029

(SEAL)



FOUNTAIN LAKES LAND HOLDING, LLC

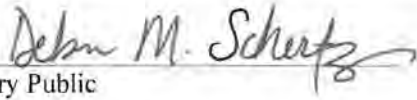
By: 
Robert D. Millstone, Manager

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF St. Charles)

On this 30th day of May, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert D. Millstone, Manager of FOUNTAIN LAKES LAND HOLDING, LLC, a Missouri limited liability company, known to me to be the person who executed the foregoing agreement in behalf of said company by authority of its members, and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.


Notary Public

My Commission Expires
5/17/2029

(SEAL)



DIERBERGS 370 CROSSING, LLC,
a Missouri limited liability company

By: Dierbergs Investment Corp., a Missouri
corporation

By: 
Brent C. Beumer, Vice President

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF St. Louis)

On this 25th day of July, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Brent C. Beumer, Vice President of Dierbergs Investment Corp., a Missouri corporation, the managing member of DIERBERGS 370 CROSSING, LLC, a Missouri limited liability company, known to me to be the person who executed the foregoing agreement in behalf of said company by authority of its members, and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.



Notary Public

My Commission Expires
09.02.2025



(SEAL)

EXHIBIT A

LEGAL DESCRIPTION OF THE DISTRICT PROPERTY



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South 78 degrees 29 minutes 55 seconds East 258.74 feet to a point in the East line of aforesaid Lot 1 of "Park South of 370"; thence along said East line of Lot 1 the following courses and distances; North 11 degrees 30 minutes 05 seconds East 68.87 feet; along a curve to the left whose chord bears North 07 degrees 10 minutes 22 seconds West 346.44 feet and whose radius point bears North 78 degrees 29 minutes 55 seconds West 541.00 feet from the last mentioned point, an arc distance of 352.65 feet; North 25 degrees 50 minutes 50 seconds West 135.51 feet; along a curve to the left whose chord bears North 43 degrees 50 minutes 31 seconds West 102.57 feet and whose radius point bears South 64 degrees 09 minutes 10 seconds West 166.00 feet from the last mentioned point, an arc distance of 104.27 feet; North 61 degrees 50 minutes 13 seconds West 5.00 feet; along a curve to the right whose chord bears North 56 degrees 19 minutes 35 seconds West 11.33 feet and whose radius point bears North 28 degrees 09 minutes 47 seconds East 59.00 feet from the last mentioned point, an arc distance of 11.35 feet; and North 50 degrees 48 minutes 57 seconds West 96.97 feet to a point in the Southern right-of-way line of Missouri State Route 370, said point being 150.00 feet perpendicularly distant South of Missouri State Route 370 Centerline Station 336+32.00; thence along said Southern right-of-way line the following courses and distances; along a curve to the right whose chord bears South 81 degrees 54 minutes 32 seconds East 64.44 feet and whose radius point bears South 07 degrees 24 minutes 40 seconds West 2714.79 feet from the last mentioned point, an arc distance of 64.44 feet; South 76 degrees 12 minutes 45 seconds East 283.81 feet; South 72 degrees 41 minutes 09 seconds East 240.01 feet; South 62 degrees 05 minutes 07 seconds East 89.90 feet; thence leaving the said Southern right-of-way line, North 21 degrees 45 minutes 01 seconds East 380.81 feet to a point on the Northern right-of-way line of said Missouri State Route 370; thence along the said Northern right-of-way line of Missouri State Route 370, the following courses and distances, South 79 degrees 52 minutes 43 seconds East 650.48 feet; and North 64 degrees 40 minutes 33 seconds East 131.02 feet to the West right-of-way line of New Town Boulevard (formerly Elm Street); thence leaving the said West right-of-way line of New Town Boulevard (formerly Elm Street); North 86 degrees 57 minutes 10 seconds East 123.71 feet to the East edge of pavement of New Town Boulevard (formerly Elm Street); thence along said East edge of pavement, South 03 degrees 02 minutes 50 seconds East 88.40 feet to the North edge of pavement of Missouri State Highway 370 Exit Ramp; thence along the said North edge of pavement the following courses and distances, and along a curve to the left whose chord bears South 37 degrees 21 minutes 12 seconds East 67.63 feet and whose radius point bears North 86 degrees 57 minutes 02 seconds East 60.00 feet from the last mentioned point an arc distance of 71.85 feet; South 71 degrees 39 minutes 34 seconds East 76.00 feet; along a curve to the left whose chord bears South 65 degrees 26 minutes 20 seconds East 160.24 feet and whose radius point bears South 19 degrees 51 minutes 25 seconds West 976.93 feet from the last mentioned point, an arc distance of 160.42 feet; South 48 degrees 37 minutes 53 seconds East 68.25 feet; along a curve to the left whose chord bears South 55 degrees 04 minutes 36 seconds East 56.99 feet and whose radius point bears South 33 degrees 13 minutes 52 seconds West 964.93 feet from the last mentioned point, an arc distance of 57.00 feet; South 55 degrees 59 minutes 47 seconds East 43.89 feet; South 53 degrees 23 minutes 04 seconds East 555.34 feet; along a curve to the left whose chord bears South 54 degrees 23 minutes 56 seconds East 40.14 feet and whose radius point bears North 36 degrees 36 minutes 55 seconds East 1133.92 feet from the last mentioned point, an arc distance of 40.15 feet; South 54 degrees 35 minutes 20 seconds East 53.01 feet; along a curve to

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St. Charles, MO 63301
636-928-5552 FAX 928-1718



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the right whose chord bears South 64 degrees 06 minutes 55 seconds East 238.56 feet and whose radius point bears North 31 degrees 54 minutes 44 seconds East 1135.92 feet from the last mentioned point, an arc distance of 239.00 feet; and South 70 degrees 08 minutes 38 seconds East 492.39 feet; thence leaving the said North edge of pavement of Missouri State Highway 370 Exit Ramp; South 19 degrees 51 minutes 22 seconds West 219.00 feet to a point on the South right-of-way line of Missouri State Highway 370; thence along the said South right-of-way line of Missouri State Highway 370, the following courses and distances, North 70 degrees 08 minutes 38 seconds West 365.86 feet; and North 77 degrees 35 minutes 20 seconds West 304.53 feet to a point on the North line of "Knobbe Subdivision", a subdivision according to the plat recorded in Plat Book 35, Page 97 of the St. Charles County Records; thence along the said North and West lines of said "Knobbe Subdivision", the following courses and distances, North 88 degrees 49 minutes 59 seconds West 624.63 feet; South 30 degrees 35 minutes 41 seconds East 105.45 feet; and South 60 degrees 49 minutes 44 seconds West 81.38 feet to a point on the Northeast right-of-way line of Elm Street, variable width; thence South 60 degrees 51 minutes 21 seconds West 140.00 feet, said point being on the Southwest right-of-way line of said Elm Street; thence along said Southwest right-of-way line of Elm Street, along a curve to the left whose chord bears South 29 degrees 20 minutes 34 seconds East 13.94 feet and whose radius point bears North 60 degrees 51 minutes 21 seconds East 2009.86 feet from the last mentioned point, an arc distance of 13.94 feet to a point in the Northwest line of "Resubdivision of Lot 19 of 'Fountain Lakes Commerce Center Plat Four'", a subdivision according to the plat thereof as recorded in Plat Book 40 Page 126 of said records; thence along the Northwest, Southwest and Southeast lines of said plat the following courses and distances; South 59 degrees 04 minutes 01 seconds West 99.86 feet; South 63 degrees 17 minutes 02 seconds West 100.05 feet; South 33 degrees 04 minutes 33 seconds East 622.57 feet; and North 57 degrees 29 minutes 00 seconds East 68.79 feet to a point in the Southwest line of Millstone Corporate Drive (80' wide); thence along said Southwest line, South 31 degrees 24 minutes 21 seconds East 74.96 feet to a point in the Northwest line of Lot 20 of "Fountain Lakes Commerce Center Plat Four", a subdivision according to the plat thereof as recorded in Plat Book 39 Page 65 of the said records; thence along said Northwest line of Lot 20, South 59 degrees 00 minutes 21 seconds West 5.68 feet and South 65 degrees 20 minutes 56 seconds West 34.70 feet to a point in the Southwest line of said Lot 20; thence along said Southwest line of Lot 20 and Lot 21 of said "Fountain Lakes Commerce Center Plat Four", South 52 degrees 59 minutes 50 seconds East 516.71 feet to a point in the Northwest line of aforesaid Lot 22 of "Fountain Lakes Commerce Center Plat Five"; thence along said Northwest line, South 39 degrees 56 minutes 06 seconds West 198.86 feet to the POINT OF BEGINNING and containing 149.296 acres according to calculations by Bax Engineering Company during January, 2015.



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221 Point West Blvd.
St. Charles, MO 63301
636-928-5552 FAX 928-1718

EXHIBIT B

DESCRIPTION OF DISTRICT PROJECT AND ESTIMATED REIMBURSABLE PROJECT COSTS

The District Project consists generally of the following: (a) street, roadway and bridge improvements within the boundaries of the District Property, including potential future improvements to the interchange of Route 370 and New Town Boulevard/Elm Street; (b) accompanying site preparation, grading, drainage and detention, pavement, curb, gutter, sidewalk, sanitary water systems, stormwater facilities, utilities, signing, striping, lighting, landscaping, irrigation and other similar or related improvements; (c) relocation, construction of retention and detention facilities including accompanying site preparation and grading; (d) removal and relocation of gas and/or oil pipelines; and (e) accompanying professional fees including, without limitation, engineering (civil, traffic, road design, and geotechnical), surveying, soil testing, legal, title, appraisals, architectural and administrative (project management, contract administration and administration of the District). Upon approval of the 2025 Petition Amendment, the District Project shall also include such other improvements and services as provided in the 2025 Petition Amendment.

The District Project may include improvements to the interchange of Route 370 and New Town Boulevard/Elm Street. In such case, prior to submission of a Certificate of Reimbursable Project Costs, the District and the applicable developer shall set forth, in writing, the obligations of the applicable developer with regard to the financing of the improvements to such interchange.

As of the Effective Date, the updated cost of the District Project is estimated to be \$4,211,974.38, exclusive of interest, reserves and costs of issuing the District Obligations.

EXHIBIT C

CERTIFICATE OF REIMBURSABLE PROJECT COSTS

To: Chairman, Fountain Lakes Commerce Center North Community Improvement District

Re: Certificate of Reimbursable Project Costs - the [North][Dierbergs] District Project

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Development Agreement, dated July 25, 2025 (the "Agreement"), by and among the Fountain Lakes Commerce Center North Community Improvement District (the "District"), The Millstone Company ("Millstone"), Fountain Lakes Land Holding, LLC ("FLLH") and Dierbergs 370 Crossing, LLC ("Dierbergs 370 Crossing"). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on Schedule 1 attached hereto is a Reimbursable Project Cost and was incurred in connection with the construction of the [North][Dierbergs] District Project.
2. These Reimbursable Project Costs have been paid by the [Millstone] [Dierbergs 370 Crossing] and are reimbursable under the Agreement and the CID Act.
3. Each item listed on Schedule 1 has not previously been paid or reimbursed from money derived from the District Revenues and no part thereof has been included in any other certificate previously filed with the District.
4. There has not been filed with or served upon the [Millstone] [Dierbergs 370 Crossing] 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 request, except to the extent any such lien is being contested in good faith.
5. All necessary permits and approvals required for the work for which this certificate relates have been issued and are in full force and effect.
6. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.
7. If any cost item to be reimbursed under this Certificate is deemed not to constitute a Reimbursable Project Cost within the meaning of the Agreement and the CID Act, the [Millstone] [Dierbergs 370 Crossing] shall have the right to substitute other eligible Reimbursable Project Costs for payment hereunder.
8. The [Millstone] [Dierbergs 370 Crossing] is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes an Event of Default by the [Millstone] [Dierbergs 370 Crossing] under the Agreement.
9. All of the [Millstone's] [Dierbergs 370 Crossing's] representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this ____ day of _____, 20__.

[THE MILLSTONE COMPANY

By: _____
Robert D. Millstone, President]

[DIERBERGS 370 CROSSING, LLC,
a Missouri limited liability company

By: Dierbergs Investment Corp.,
a Missouri corporation

By: _____
Brent C. Beumer, Vice President]

Approved for Payment this ____ day of _____, 20__ :

FOUNTAIN LAKES COMMERCE CENTER NORTH
COMMUNITY IMPROVEMENT DISTRICT

By: _____
Chairman

SCHEDULE 1 TO CERTIFICATE OF REIMBURSABLE PROJECT COSTS

Itemization of Reimbursable Expenses

Description	Payee	Amount
--------------------	--------------	---------------

EXHIBIT D

CERTIFICATE OF SUBSTANTIAL COMPLETION

To: Chairman, Fountain Lakes Commerce Center North Community Improvement District

Re: Certificate of Substantial Completion - the [North][Dierbergs] District Project

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Development Agreement, dated July 25, 2015 (the "Agreement"), by and among the Fountain Lakes Commerce Center North Community Improvement District (the "District"), The Millstone Company ("Millstone"), Fountain Lakes Land Holding, LLC ("FLLH") and Dierbergs 370 Crossing, LLC ("Dierbergs 370 Crossing"). In connection with said Agreement, the undersigned hereby states and certifies that:

1. As of _____, 20____, the [North][Dierbergs] District Project (as that term is defined in the Agreement) has been substantially completed in accordance with the Agreement.
2. All work associated with the [North][Dierbergs] District Project has been performed in a workmanlike manner and in accordance with the construction plans.
3. Lien waivers for applicable portions of the work associated with the [North][Dierbergs] District Project have been obtained.
4. This Certificate of Substantial Completion is accompanied by the project architect's certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as Appendix A and by this reference incorporated herein), certifying that the [North][Dierbergs] District Project has been substantially completed in accordance with the Agreement.
5. This Certificate of Substantial Completion is being issued by the [Millstone] [Dierbergs 370 Crossing] to the District in accordance with the Agreement to evidence the [Millstone's] [Dierbergs 370 Crossing's] satisfaction of all obligations and covenants with respect to the [North][Dierbergs] District Project.
6. This Certificate of Substantial Completion is further accompanied by a sworn affidavit and supporting documentation affirming the [Millstone's] [Dierbergs 370 Crossing's] participation in a qualified work authorization program pursuant to Section 285.530 of the Revised Statutes of Missouri, as amended.
7. The District's acceptance (below) or the District's failure to object in writing to this Certificate within thirty (30) days of the date of delivery of this Certificate to the District (which written objection, if any, must be delivered to the [Millstone] [Dierbergs 370 Crossing] prior to the end of such 30-day period), and the recordation of this Certificate with the County Recorder, shall evidence the satisfaction of the [Millstone's] [Dierbergs 370 Crossing's] agreements and covenants to perform the [North][Dierbergs] District Project.

This Certificate may be recorded by the [Millstone] [Dierbergs 370 Crossing] in the office of the County Recorder. This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

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

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

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

[THE MILLSTONE COMPANY

By: _____
Robert D. Millstone, President]

[DIERBERGS 370 CROSSING, LLC,
a Missouri limited liability company

By: Dierbergs Investment Corp.,
a Missouri corporation

By: _____
Brent C. Beumer, Vice President]

DELIVERY ACCEPTED

FOUNTAIN LAKES COMMERCE CENTER
NORTH COMMUNITY IMPROVEMENT DISTRICT

By: _____
Chairman

(Insert Notary Form(s))
[Insert Legal Description]

EXHIBIT E

FORM OF TRANSFEREE CERTIFICATE

1. [*Transferee*] (the "Transferee") has purchased a portion of the District Property described in the Development Agreement, dated July 25, 2015 (the "Agreement"), by and among the Fountain Lakes Commerce Center North Community Improvement District (the "District"), The Millstone Company ("Millstone"), Fountain Lakes Land Holding, LLC ("FLLH") and Dierbergs 370 Crossing, LLC ("Dierbergs 370 Crossing") (the "Agreement") and desires that the [Millstone] [FLLH] [Dierbergs 370 Crossing] assign its interest in the Agreement to the Transferee.

2. The Transferee has received and reviewed copies of the Agreement and understands the terms and obligations stated therein.

3. The Transferee agrees to abide by the terms of the Agreement.

Dated this ____ day of _____, 20__.

[*TRANSFEREE*]

[Name], [Title]

EXHIBIT F

SITE PLAN - DIERBERGS FL PROJECT

VITRIFICATION SURVEY 1874

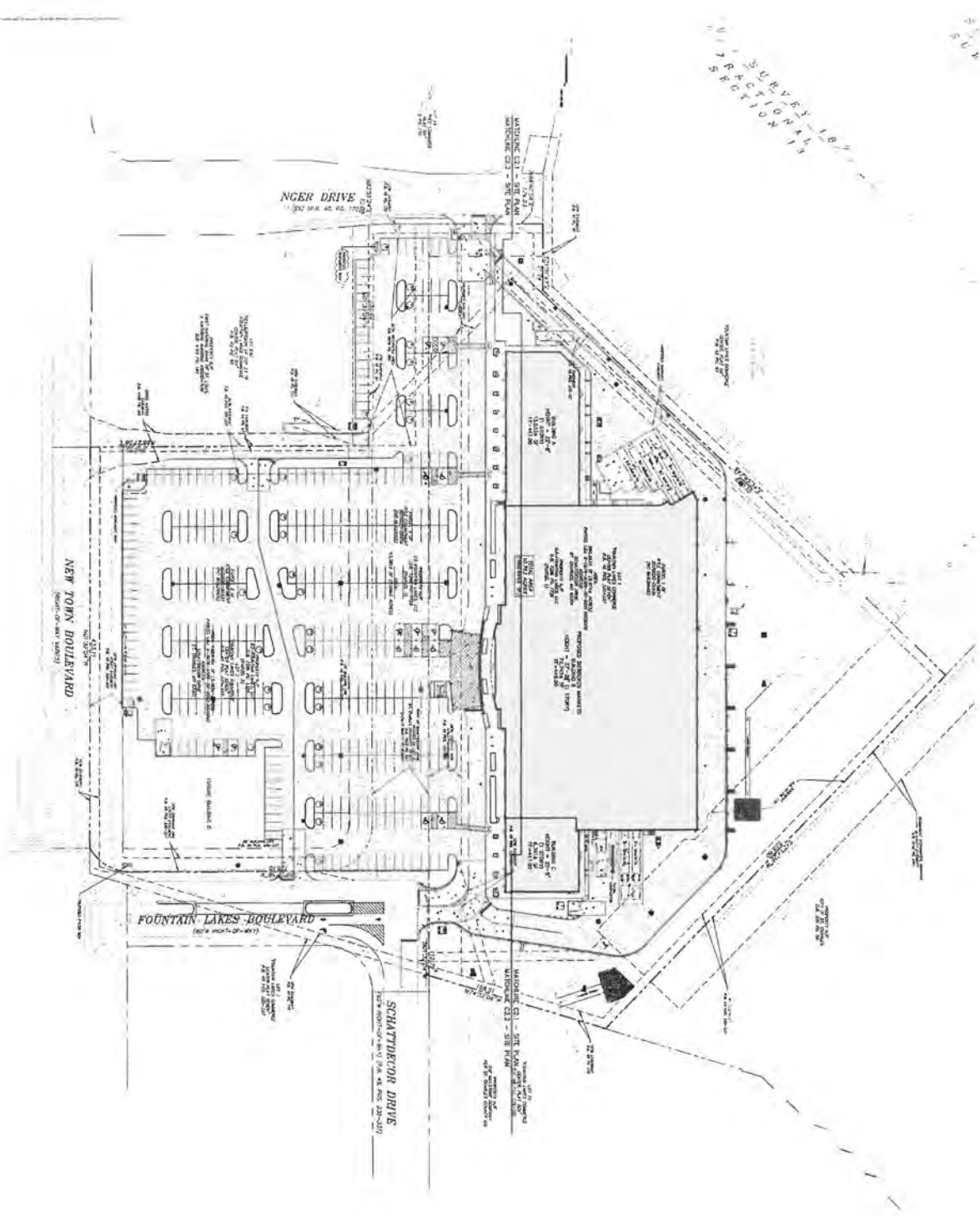


Exhibit F-2

MARKS, DIMENSIONS	
1. 1" = 10' (VERTICAL)	2. 1" = 10' (HORIZONTAL)
3. 1" = 10' (DIAGONAL)	4. 1" = 10' (CURVED)
5. 1" = 10' (CIRCULAR)	6. 1" = 10' (ELLIPSE)
7. 1" = 10' (SQUARE)	8. 1" = 10' (RECTANGLE)
9. 1" = 10' (TRIANGLE)	10. 1" = 10' (POLYGON)
11. 1" = 10' (CIRCLE)	12. 1" = 10' (ARC)
13. 1" = 10' (SPHERE)	14. 1" = 10' (CYLINDER)
15. 1" = 10' (CONE)	16. 1" = 10' (FRUSTUM)
17. 1" = 10' (TORUS)	18. 1" = 10' (SEGMENT)
19. 1" = 10' (SECTOR)	20. 1" = 10' (CHORD)
21. 1" = 10' (TANGENT)	22. 1" = 10' (NORMAL)
23. 1" = 10' (PERPENDICULAR)	24. 1" = 10' (PARALLEL)
25. 1" = 10' (BISSECTOR)	26. 1" = 10' (ANGLE)
27. 1" = 10' (DISTANCE)	28. 1" = 10' (AREA)
29. 1" = 10' (PERIMETER)	30. 1" = 10' (VOLUME)
31. 1" = 10' (WEIGHT)	32. 1" = 10' (TEMPERATURE)
33. 1" = 10' (PRESSURE)	34. 1" = 10' (SPEED)
35. 1" = 10' (ACCELERATION)	36. 1" = 10' (TIME)
37. 1" = 10' (ANGLE)	38. 1" = 10' (LENGTH)
39. 1" = 10' (WIDTH)	40. 1" = 10' (HEIGHT)
41. 1" = 10' (DEPTH)	42. 1" = 10' (DIAMETER)
43. 1" = 10' (RADIUS)	44. 1" = 10' (CIRCUMFERENCE)
45. 1" = 10' (SURFACE AREA)	46. 1" = 10' (VOLUME)
47. 1" = 10' (WEIGHT)	48. 1" = 10' (TEMPERATURE)
49. 1" = 10' (PRESSURE)	50. 1" = 10' (SPEED)
51. 1" = 10' (ACCELERATION)	52. 1" = 10' (TIME)
53. 1" = 10' (ANGLE)	54. 1" = 10' (LENGTH)
55. 1" = 10' (WIDTH)	56. 1" = 10' (HEIGHT)
57. 1" = 10' (DEPTH)	58. 1" = 10' (DIAMETER)
59. 1" = 10' (RADIUS)	60. 1" = 10' (CIRCUMFERENCE)

ORIGINAL SITE PLAN
C2.0

DATE: 08/14/2014
PROJECT: DIERBERGS MARKETS
DRAWN BY: [Name]
CHECKED BY: [Name]
SCALE: AS SHOWN

Dierbergs
DIERBERGS MARKETS - DIERBERGS 370 CROSSING
MARKET AT 370
NEW TOWN BOULEVARD
ST. CHARLES, MO 63303

CASCO CIVIL

EXHIBIT H

INDENTURE

(See Tab No. 1 of the Transcript of Proceedings for The Industrial Development Authority of St. Charles County, Missouri, Special Assessment and Sales Tax Refunding Revenue Bonds, Series 2025A (Fountain Lakes Commerce Center North Community Improvement District Project), Special Assessment and Sales Tax Revenue Bonds, Series 2025B (Fountain Lakes Commerce Center North Community Improvement District Project), and Special Assessment and Sales Tax Revenue Bonds, Series 2025C (Fountain Lakes Commerce Center North Community Improvement District Project))

EXHIBIT I

2025 PETITION AMENDMENT

**AMENDMENT TO PETITION FOR ESTABLISHMENT OF THE
FOUNTAIN LAKES COMMERCE CENTER NORTH
COMMUNITY IMPROVEMENT DISTRICT**

COME NOW the undersigned (each a "*Petitioner*" and collectively, the "*Petitioners*") and submit to the City of St. Charles, Missouri:

The undersigned are the owners of record of more than fifty percent (50%) according to: (a) the assessed value of all real property within the hereinafter described community improvement district; and (b) per capita of all owners of real property within the hereinafter described community improvement district. Petitioner hereby files this Amendment to Petition for Establishment of the Fountain Lakes Commerce Center North Community Improvement District (this "*Amendment*") for the purpose of amending that certain Petition for Establishment of the Fountain Lakes Commerce Center North Community Improvement District, which was received by the City Clerk of the City of St. Charles, Missouri on July 29, 2008 (the "*Initial Petition*"), as amended by the Petition to Add Real Property to the Fountain Lakes Commerce Center North Community Improvement District, received by the City on April 2, 2015 (the "*Addition Petition*" and together with the Initial Petition, the "*Original Petition*," and as amended hereby, the "*Petition*"), to establish the Fountain Lakes Commerce Center North Community Improvement District (the "*District*") pursuant to the authority of Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended. A copy of the Addition Petition is attached as Appendix 1. The Original Petition and the Addition Petition are hereby amended as follows:

1. Notwithstanding any other provision of the Original Petition and the Addition Petition, including, but not limited to, the Five-Year Plan attached thereto as Exhibits B and C, respectively, the total amount of costs that may be paid, reimbursed, or financed by the District, exclusive of interest, reserves, and costs of issuance, shall not exceed \$4,711,974.38; provided, however, that at least \$1,457,808.75 of such amount (exclusive of interest, reserves, and costs of issuance) shall be used to reimburse Dierbergs 370 Crossing, LLC (or its permitted, successor, assign or designee) for costs incurred with respect to that portion of the Project related to the construction of a Dierbergs grocery store and associated retail within the District.
2. The following sentence is inserted at the conclusion of the first paragraph of the Five-Year Plan, which is attached to the Initial Petition as Exhibit B and the Addition Petition as Exhibit C:

"This Five-Year Plan is intended to satisfy the requirement set forth in Section 67.1421.2(2)(d), but is not intended to limit the powers of the District beyond those set forth in the Petition. Notwithstanding any other provision of this Five-Year Plan to the contrary, the District may provide services or construct

improvements related to the Project, or may finance costs related thereto, for a period of time that extends beyond the five-year period described in this Five-Year Plan.”

3. Section 3 of Exhibit B of the Initial Petition and Section 3 of Exhibit C of the Addition Petition are amended to delete the word “and” prior to item “(e)” and to include the following within the list of enumerated items that comprise the definition of the “Project” for purposes of the Petition:

“and (f) any other improvement or service that is permitted for reimbursement pursuant to the Petition and the CID Act.”

[Signatures on following pages]

**EXECUTION PAGE FOR AMENDMENT TO PETITION FOR ESTABLISHMENT
OF THE FOUNTAIN LAKES COMMERCE CENTER NORTH COMMUNITY
IMPROVEMENT DISTRICT**

Name of owner: _____
Owner's telephone number: _____
Owner's mailing address: _____

IF SIGNER IS DIFFERENT FROM OWNER:

Name of signer: _____
State basis of legal authority to sign: _____
Signer's telephone number: _____
Owner's mailing address: _____

If owner is an individual: Single Married
If owner is not an individual, entity type:
Corporation General Partnership
Limited Partnership Limited Liability Company
Partner Urban Redevelopment Corp.
Not-for-profit corporation Other _____

Map and parcel number: _____
Assessed value: _____

By executing this Petition, the undersigned represents and warrants that he/she is authorized to execute this Petition on behalf of the property owner named immediately above.

Date: _____ Signature: _____

STATE OF MISSOURI)
COUNTY OF _____)

Before me personally appeared _____, to me personally known to be the individual described in and who executed the foregoing instrument.

WITNESS my hand and official seal this ___ day of _____, 2025.

Notary Public

My Commission Expires:

Appendix I
Addition Petition

**PETITION TO ADD REAL PROPERTY TO THE
FOUNTAIN LAKES COMMERCE CENTER NORTH
COMMUNITY IMPROVEMENT DISTRICT
CITY OF ST. CHARLES, MISSOURI**

March 2015

**PETITION TO ADD REAL PROPERTY TO THE
FOUNTAIN LAKES COMMERCE CENTER NORTH
COMMUNITY IMPROVEMENT DISTRICT**

To the City of St. Charles, Missouri:

The undersigned (the "*Petitioners*"), being (1) the owners collectively owning more than fifty percent (50%) by assessed value of the real property to be added to the hereinafter described community improvement district (the "*Expanded District Area*"), and (2) more than fifty percent (50%) per capita of all owners of real property within the Expanded District Area. The Petitioners hereby file this Petition to Add Real Property to the Fountain Lakes Commerce Center North Community Improvement District (the "*Petition*") and request that the City of St. Charles, Missouri (the "*City*"), approve the addition of real property to the FOUNTAIN LAKES COMMERCE CENTER NORTH COMMUNITY IMPROVEMENT DISTRICT (the "*District*"), established on September 3, 2008, pursuant to Ordinance No. 08-185 of the City, pursuant to the authority of the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "*CID Act*").

- A. The name of the District is the Fountain Lakes Commerce Center North Community Improvement District.
- B. The legal description and boundary map of the Expanded District Area are set forth in Exhibit A, attached hereto and incorporated herein by reference.
- C. The legal description and boundary map of the entire District, including the Expanded District Area, are set forth in Exhibit B, attached hereto and incorporated herein by reference.
- D. A five-year plan stating a description of the purposes of the District in the Expanded District Area, the services the District will provide in the Expanded District Area, the improvements the District will make in the Expanded District Area and an estimate of costs of such services and improvements to be incurred is set forth in Exhibit C, attached hereto and incorporated herein by reference.
- E. The District was established as a political subdivision under the CID Act.
- F. The District is governed by a board of directors, consisting of five (5) directors, each of whom are "Owners," as that term is defined and used in Section 67.1401.2(11) of the CID Act, which are appointed by the Mayor of the City of St. Charles with the consent of the City Council, in accordance with Section 67.1451.5 of the CID Act.
- G. The total assessed value of all real property within the Expanded District Area is \$1,914,324.00.
- H. The Petitioners are not seeking a determination that the Expanded District Area, or any legally described portion thereof, is a "blighted area".

- I. The District has a minimum existence of twenty-five (25) years from September 3, 2008, the date that Ordinance No. 08-185 was adopted approving the Petition for Establishment of the Fountain Lakes Commerce Center North Community Improvement District. No plan for distribution of assets on dissolution may be approved unless the title to assets in the Expanded District Area is to be owned by the State of Missouri or a political subdivision of the State of Missouri.
- J. The District does not impose real property taxes or business license taxes within the boundaries of the District.
- K. The District imposes a sales and use tax (the "*Sales Tax*") at the rate of one percent (1%) on the receipts from the sales at retail of all tangible personal property or taxable services at retail within the District which are subject to taxation by the State of Missouri pursuant to Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, except that such Sales Tax does not apply to the sale or use of motor vehicles, trailers, boats or outboard motors, and sales to public utilities and providers of communications, cable or video services.
- L. The District imposes annual special assessments at the rate of One Dollar (\$1.00) per One Hundred Dollars (\$100.00) of assessed valuation on each parcel, unit or platted lot within the District. Interest and credit enhancement costs at a rate not to exceed 10% per annum on unpaid assessments and costs related to the issuance and administration of the District obligations in an amount not to exceed 0.5% per annum of unpaid assessments may also be assessed.
- M. Petitioners do not seek limitations on the borrowing capacity of the District in the Expanded District Area.
- N. Petitioners do not seek limitations on the revenue generation of the District in the Expanded District Area.
- O. Petitioners do not seek limitations on the powers of the District in the Expanded District Area.
- P. **THE SIGNATURES OF THE SIGNERS OF THIS PETITION MAY NOT BE WITHDRAWN LATER THAN SEVEN (7) DAYS AFTER THE FILING HEREOF WITH THE CITY CLERK.**

The Petitioners hereby respectfully request that the Expanded District Area be added to the District as set forth above.

Dated this 31st day of March, 2015.

PETITIONER:

NAME OF OWNER: Air Products and Chemicals, Inc.

TELEPHONE NUMBER: 610-481-4911

MAILING ADDRESS: 7201 Hamilton Blvd
Allentown, PA 18195

TYPE OF ENTITY: Delaware Corporation

NAME OF SIGNER: GARY D. KINSEY

BASIS OF LEGAL AUTHORITY TO SIGN: REAL ESTATE MANAGER, IG-AMERICAS

TELEPHONE NUMBER: 610-481-4029


MAILING ADDRESS: 7201 HAMILTON BLVD, ALLENTOWN PA 18195

BOUNDARY MAP: Owner of record of 9.5 acres within the Expanded District Area.
(See Boundary Map attached hereto as Exhibit B).

PARCEL ID NUMBER: 5-0128-A599-00-0002.0000000

ASSESSED VALUE: \$1,771,160.00

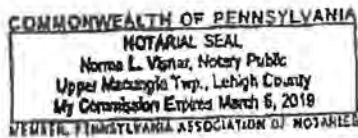
By executing this Petition, the undersigned represents and warrants that he or she is authorized to execute this Petition on behalf of the property owner named immediately above.

By: 
_____, Authorized Representative
REAL ESTATE MANAGER
IG-AMERICAS

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF LEHIGH)

Before me, Norma L. Visnar, a Notary Public in and for the said County and Commonwealth, personally appeared Gary Kinscy, known to me to be the person whose name is subscribed to the above instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 26th day of March, 2015.



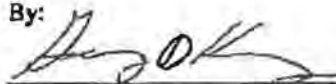
Norma L. Visnar
Notary Public

PETITIONER:

NAME OF OWNER: Air Products and Chemicals, Inc.
TELEPHONE NUMBER: 610-481-4911
MAILING ADDRESS: 7201 Hamilton Blvd
Allentown, PA 18195
TYPE OF ENTITY: Delaware Corporation
NAME OF SIGNER: GARY D. WINSEY
BASIS OF LEGAL AUTHORITY TO SIGN: REAL ESTATE MANAGER, IG-AMERICAS
TELEPHONE NUMBER: 610-481-4029
MAILING ADDRESS: 7201 HAMILTON BLVD, ALLENTOWN PA 18195
BOUNDARY MAP: Owner of record of 2.5 acres within the Expanded District Area.
(See Boundary Map attached hereto as Exhibit B).
PARCEL ID NUMBER: 5-0079-A599-00-0002.0000000
ASSESSED VALUE: \$139,392.00

By executing this Petition, the undersigned represents and warrants that he or she is authorized to execute this Petition on behalf of the property owner named immediately above.

By:



_____, Authorized Representative

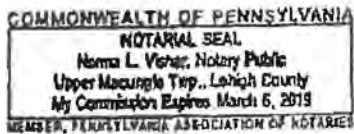
REAL ESTATE MANAGER

IG-AMERICAS

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF LEHIGH)

Before me, Norma L. Visnar, a Notary Public in and for the said County and Commonwealth, personally appeared Gary Kinsey, known to me to be the person whose name is subscribed to the above instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 21th day of March, 2015.



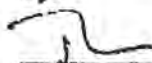
Norma L. Visnar
Notary Public

PETITIONER:

NAME OF OWNER: Fountain Lakes Land Holding, LLC
TELEPHONE NUMBER: (314) 721-8815
MAILING ADDRESS: 7733 Forsyth Blvd, Suite 1525
St. Louis, MO 63105
TYPE OF ENTITY: Missouri Limited Liability Company
NAME OF SIGNER: Robert D. Millstone
BASIS OF LEGAL
AUTHORITY TO SIGN: Manager
TELEPHONE NUMBER: (314) 721-8815
MAILING ADDRESS: 7733 Forsyth Blvd, Suite 1525
St. Louis, MO 63105
BOUNDARY MAP: Owner of record of 21.5 acres within the Expanded District Area.
(See Boundary Map attached hereto as Exhibit B).
PARCEL ID NUMBER: 5-0079-A599-00-0001.0000000
ASSESSED VALUE: \$993.00

By executing this Petition, the undersigned represents and warrants that he or she is authorized to execute this Petition on behalf of the property owner named immediately above.

By:



Robert D. Millstone, Manager

STATE OF MISSOURI)
) SS
COUNTY OF St. Louis)

Before me personally appeared Robert D. Millstone, to me personally known to be the individual described in and who executed the foregoing instrument.

WITNESS my hand and official seal this 31 day of March, 2015.

Amy SUE Kettle
Notary Public

My Commission Expires: January 27, 2018

AMY SUE KETTLE Notary Public - Notary Seal State of Missouri Commissioned for St. Charles County My Commission Expires: January 27, 2018 Commission Number: 14571726

PETITIONER:

NAME OF OWNER: Fountain Lakes Land Holding, LLC
TELEPHONE NUMBER: (314) 721-8815
MAILING ADDRESS: 7733 Forsyth Blvd, Suite 1525
St. Louis, MO 63105
TYPE OF ENTITY: Missouri Limited Liability Company
NAME OF SIGNER: Robert D. Millstone
**BASIS OF LEGAL
AUTHORITY TO SIGN:** Manager
TELEPHONE NUMBER: (314) 721-8815
MAILING ADDRESS: 7733 Forsyth Blvd, Suite 1525
St. Louis, MO 63105
BOUNDARY MAP: Owner of record of 43.47 acres within the Expanded District Area.
(See Boundary Map attached hereto as **Exhibit B**).
PARCEL ID NUMBER: 5-0128-A599-00-0001.0000000
ASSESSED VALUE: \$2,008.00

By executing this Petition, the undersigned represents and warrants that he or she is authorized to execute this Petition on behalf of the property owner named immediately above.

By:



Robert D. Millstone, Manager

STATE OF MISSOURI)
COUNTY OF St. Louis) SS

Before me personally appeared Robert D. Millstone, to me personally known to be the individual described in and who executed the foregoing instrument.

WITNESS my hand and official seal this 31 day of March, 2015.

Amy Sue Kettle
Notary Public

My Commission Expires: January 27, 2016

AMY SUE KETTLE
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Charles County
My Commission Expires: January 27, 2016
Commission Number: 14571796

PETITIONER:

NAME OF OWNER: Fountain Lakes Land Holding I, LLC
TELEPHONE NUMBER: (314) 721-8815
MAILING ADDRESS: 7733 Forsyth Blvd, Suite 1525
St. Louis, MO 63105
TYPE OF ENTITY: Missouri Limited Liability Company
NAME OF SIGNER: Robert D. Millstone
**BASIS OF LEGAL
AUTHORITY TO SIGN:** Manager
TELEPHONE NUMBER: (314) 721-8815
MAILING ADDRESS: 7733 Forsyth Blvd, Suite 1525
St. Louis, MO 63105
BOUNDARY MAP: Owner of record of 16.69 acres within the Expanded District Area.
(See Boundary Map attached hereto as **Exhibit B**).
PARCEL ID NUMBER: 5-0128-0205-00-0002.1300000
ASSESSED VALUE: \$771.00

By executing this Petition, the undersigned represents and warrants that he or she is authorized to execute this Petition on behalf of the property owner named immediately above.

By:



Robert D. Millstone, Manager

STATE OF MISSOURI)
COUNTY OF St. Louis) SS

Before me personally appeared Robert D. Millstone, to me personally known to be the individual described in and who executed the foregoing instrument.

WITNESS my hand and official seal this 31 day of March, 2015.

Amy Sue Kettle
Notary Public

My Commission Expires: January 27, 2018



EXHIBIT A
LEGAL DESCRIPTION OF EXPANDED DISTRICT AREA



PREPARED BY
DATE
BY



February 3, 2015
149.296 Acres

Community Improvement District South, including Portion within Highway 370 Right-of-Way

A tract of land being part of U.S. Survey 205, Fractional Section 13 and Fractional Section 24, 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 Southwest corner of Lot 2 "Elm Point Corners", a subdivision according to the plat thereof as recorded in Plat Book 36 Page 321 of the St. Charles County Records, said point being also 38.22 feet perpendicularly distant Northwest of the centerline of Elm Point Industrial Drive, centerline Station 134+17.03, said point being also the most Eastern corner of Lot 22 of "Fountain Lakes Commerce Center Plat Five", a subdivision according to the plat thereof as recorded in Plat Book 39 Page 243 of said records; thence along the North right-of-way line of Elm Point Industrial Drive, South 43 degrees 38 minutes 44 seconds West 207.03 feet to a point; thence along the Southwest line of said Lot 22 the following courses and distances; North 31 degrees 01 minutes 22 seconds West 153.70 feet; along a curve to the left whose chord bears North 54 degrees 28 minutes 33 seconds West 231.63 feet and whose radius point bears South 58 degrees 58 minutes 38 seconds West 291.00 feet from the last mentioned point, an arc distance of 238.23 feet; and North 77 degrees 55 minutes 43 seconds West 82.52 feet to the actual POINT OF BEGINNING of the description herein, said point being also in the Northern line of Lot 1 of "Park South of 370", a subdivision according to the plat thereof as recorded in Plat Book 40 Pages 46-47 of said records; thence leaving said North line of Lot 1, South 11 degrees 09 minutes 03 seconds West 211.70 feet to a point in the South line of said Lot 1; thence along said South line, along a curve to the right whose chord bears South 58 degrees 43 minutes 44 seconds East 216.72 feet and whose radius point bears South 11 degrees 09 minutes 03 seconds West 315.00 feet from the last mentioned point, and arc distance of 221.24 feet; thence leaving said South line of Lot 1, South 44 degrees 15 minutes 29 seconds East 177.60 feet to a point in the South right-of-way line of Elm Point Road (Variable Width); thence along said South right-of-way line the following courses and distances; South 45 degrees 44 minutes 31 seconds West 440.22 feet; along a curve to the right whose chord bears South 56 degrees 25 minutes 57 seconds West 367.16 feet and whose radius point bears North 44 degrees 18 minutes 32 seconds West 985.00 feet from the last mentioned point, an arc distance of 369.32 feet South 22 degrees 49 minutes 34 seconds East 51.57 feet; and South 75 degrees 33 minutes 57 seconds West 920.00 feet to a point; thence leaving said South right-of-way line of Elm Point Road (Variable Width) and along the Southerly prolongation of the East line of property conveyed to "Elm Point Village, L.L.C." by deed recorded in Book 2433 Page 1492 of said records and along the East line thereof, North 30 degrees 33 minutes 10 seconds West 2288.61 feet to a point; thence leaving said East line of "Elm Point Village, L.L.C." property the following courses and distances; along a curve to the right whose chord bears North 04 degrees 50 minutes 46 seconds West 341.42 feet and whose radius point bears North 68 degrees 48 minutes 22 seconds East 606.50 feet from the last mentioned point, an arc distance of 346.09 feet; North 11 degrees 30 minutes 05 seconds East 528.51 feet and

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St. Charles, MO 63301
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Mark E. Collins



South 78 degrees 29 minutes 55 seconds East 258.74 feet to a point in the East line of aforesaid Lot 1 of Park South of 370"; thence along said East line of Lot 1 the following courses and distances; North 11 degrees 30 minutes 05 seconds East 68.87 feet; along a curve to the left whose chord bears North 07 degrees 10 minutes 22 seconds West 346.44 feet and whose radius point bears North 78 degrees 29 minutes 55 seconds West 541.00 feet from the last mentioned point, an arc distance of 352.65 feet; North 25 degrees 50 minutes 50 seconds West 135.51 feet; along a curve to the left whose chord bears North 43 degrees 50 minutes 31 seconds West 102.57 feet and whose radius point bears South 64 degrees 09 minutes 10 seconds West 166.00 feet from the last mentioned point, an arc distance of 104.27 feet; North 61 degrees 50 minutes 13 seconds West 5.00 feet; along a curve to the right whose chord bears North 56 degrees 19 minutes 35 seconds West 11.33 feet and whose radius point bears North 28 degrees 09 minutes 47 seconds East 59.00 feet from the last mentioned point, an arc distance of 11.35 feet; and North 50 degrees 48 minutes 57 seconds West 96.97 feet to a point in the Southern right-of-way line of Missouri State Route 370, said point being 150.00 feet perpendicularly distant South of Missouri State Route 370 Centerline Station 336+32.00; thence along said Southern right-of-way line the following courses and distances; along a curve to the right whose chord bears South 81 degrees 54 minutes 32 seconds East 64.44 feet and whose radius point bears South 07 degrees 24 minutes 40 seconds West 2714.79 feet from the last mentioned point, an arc distance of 64.44 feet; South 76 degrees 12 minutes 45 seconds East 283.81 feet; South 72 degrees 41 minutes 09 seconds East 240.01 feet; South 62 degrees 05 minutes 07 seconds East 89.90 feet; thence leaving the said Southern right-of-way line, North 21 degrees 45 minutes 01 seconds East 380.81 feet to a point on the Northern right-of-way line of said Missouri State Route 370; thence along the said Northern right-of-way line of Missouri State Route 370, the following courses and distances, South 79 degrees 52 minutes 43 seconds East 650.48 feet; and North 64 degrees 40 minutes 33 seconds East 131.02 feet to the West right-of-way line of New Town Boulevard (formerly Elm Street); thence leaving the said West right-of-way line of New Town Boulevard (formerly Elm Street); North 86 degrees 57 minutes 10 seconds East 123.71 feet to the East edge of pavement of New Town Boulevard (formerly Elm Street); thence along said East edge of pavement, South 03 degrees 02 minutes 50 seconds East 88.40 feet to the North edge of pavement of Missouri State Highway 370 Exit Ramp; thence along the said North edge of pavement the following courses and distances, and along a curve to the left whose chord bears South 37 degrees 21 minutes 12 seconds East 67.63 feet and whose radius point bears North 86 degrees 57 minutes 02 seconds East 60.00 feet from the last mentioned point an arc distance of 71.85 feet; South 71 degrees 39 minutes 34 seconds East 76.00 feet; along a curve to the left whose chord bears South 65 degrees 26 minutes 20 seconds East 160.24 feet and whose radius point bears South 19 degrees 51 minutes 25 seconds West 976.93 feet from the last mentioned point, an arc distance of 360.42 feet; South 48 degrees 37 minutes 53 seconds East 68.25 feet; along a curve to the left whose chord bears South 55 degrees 04 minutes 36 seconds East 56.99 feet and whose radius point bears South 33 degrees 13 minutes 52 seconds West 964.93 feet from the last mentioned point, an arc distance of 57.00 feet; South 55 degrees 59 minutes 47 seconds East 43.89 feet; South 53 degrees 23 minutes 04 seconds East 555.34 feet; along a curve to the left whose chord bears South 54 degrees 23 minutes 56 seconds East 40.14 feet and whose radius point bears North 36 degrees 36 minutes 55 seconds East 1133.92 feet from the last mentioned point, an arc distance of 40.15 feet; South 54 degrees 35 minutes 20 seconds East 53.01 feet; along a curve to

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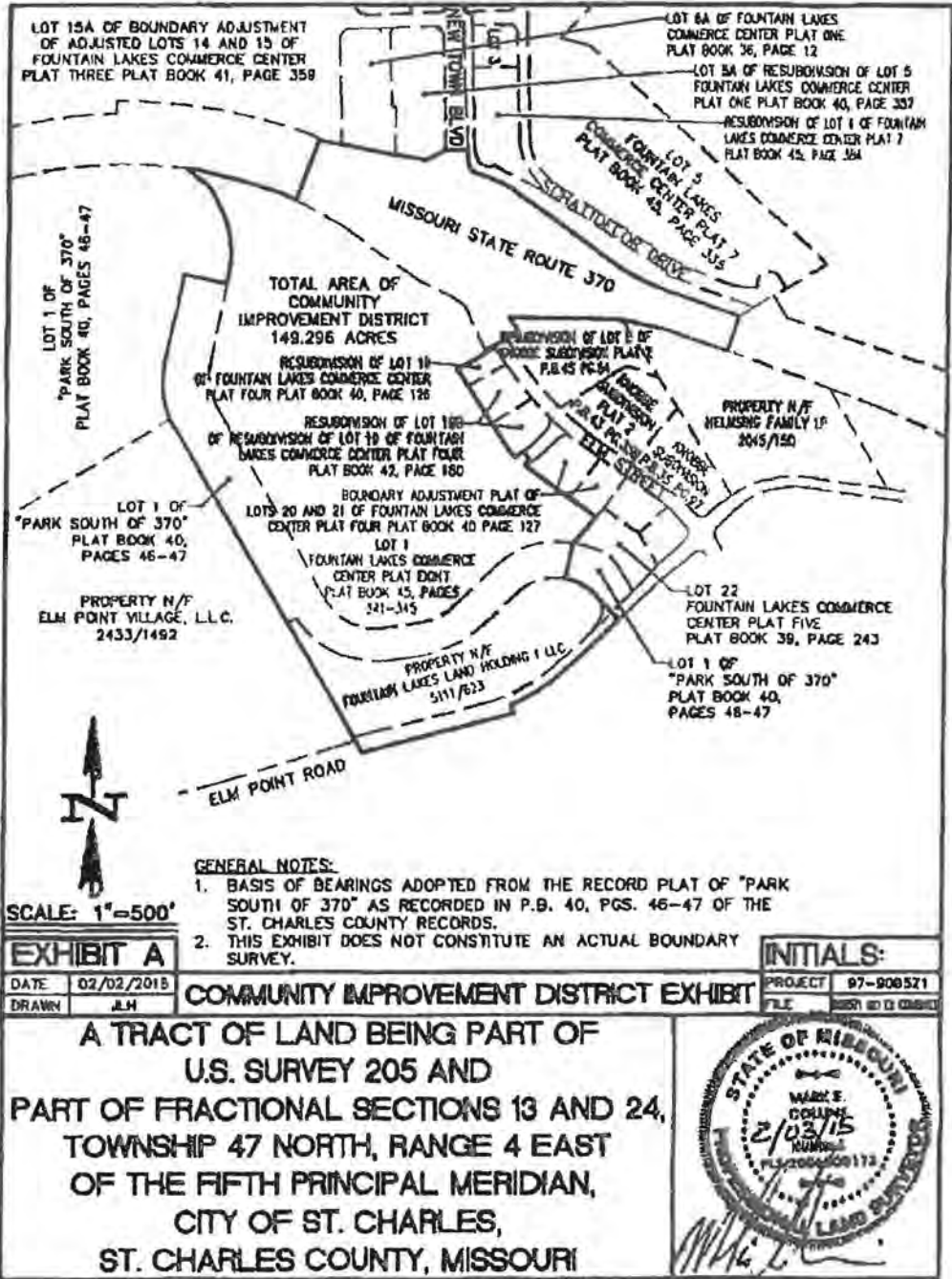
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 SURVEYING

the right whose chord bears South 64 degrees 06 minutes 55 seconds East 238.56 feet and whose radius point bears North 31 degrees 54 minutes 44 seconds East 1135.92 feet from the last mentioned point, an arc distance of 239.00 feet; and South 70 degrees 08 minutes 38 seconds East 492.39 feet; thence leaving the said North edge of pavement of Missouri State Highway 370 Exit Ramp; South 19 degrees 51 minutes 22 seconds West 219.00 feet to a point on the South right-of-way line of Missouri State Highway 370; thence along the said South right-of-way line of Missouri State Highway 370, the following courses and distances, North 70 degrees 08 minutes 38 seconds West 365.86 feet; and North 77 degrees 35 minutes 20 seconds West 304.53 feet to a point on the North line of "Knobbe Subdivision", a subdivision according to the plat recorded in Plat Book 35, Page 97 of the St. Charles County Records; thence along the said North and West lines of said "Knobbe Subdivision", the following courses and distances, North 88 degrees 49 minutes 59 seconds West 624.63 feet; South 30 degrees 35 minutes 41 seconds East 105.45 feet; and South 60 degrees 49 minutes 44 seconds West 81.38 feet to a point on the Northeast right-of-way line of Elm Street, variable width; thence South 60 degrees 51 minutes 21 seconds West 140.00 feet, said point being on the Southwest right-of-way line of said Elm Street; thence along said Southwest right-of-way line of Elm Street, along a curve to the left whose chord bears South 29 degrees 20 minutes 34 seconds East 13.94 feet and whose radius point bears North 60 degrees 51 minutes 21 seconds East 2009.86 feet from the last mentioned point, an arc distance of 13.94 feet to a point in the Northwest line of "Resubdivision of Lot 19 of 'Fountain Lakes Commerce Center Plat Four'", a subdivision according to the plat thereof as recorded in Plat Book 40 Page 126 of said records; thence along the Northwest, Southwest and Southeast lines of said plat the following courses and distances; South 59 degrees 04 minutes 01 seconds West 99.86 feet; South 63 degrees 17 minutes 02 seconds West 100.05 feet; South 33 degrees 04 minutes 33 seconds East 622.57 feet; and North 57 degrees 29 minutes 00 seconds East 68.79 feet to a point in the Southwest line of Millstone Corporate Drive (80' wide); thence along said Southwest line, South 31 degrees 24 minutes 21 seconds East 74.96 feet to a point in the Northwest line of Lot 20 of "Fountain Lakes Commerce Center Plat Four", a subdivision according to the plat thereof as recorded in Plat Book 39 Page 65 of the said records; thence along said Northwest line of Lot 20, South 59 degrees 00 minutes 21 seconds West 5.68 feet and South 69 degrees 20 minutes 56 seconds West 34.70 feet to a point in the Southwest line of said Lot 20; thence along said Southwest line of Lot 20 and Lot 21 of said "Fountain Lakes Commerce Center Plat Four", South 52 degrees 59 minutes 50 seconds East 516.71 feet to a point in the Northwest line of aforesaid Lot 22 of "Fountain Lakes Commerce Center Plat Five"; thence along said Northwest line, South 39 degrees 56 minutes 06 seconds West 198.86 feet to the POINT OF BEGINNING and containing 149.296 acres according to calculations by Bax Engineering Company during January, 2015.



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 St. Charles, MO 63301
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BOUNDARY MAP OF EXPANDED DISTRICT AREA



**EXHIBIT B
LEGAL DESCRIPTION OF DISTRICT**



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February 6, 2015
202.494 Acres

Community Improvement District South, Including Portion within Highway 370 Right-of-Way

A tract of land being part of U.S. Survey 205, Fractional Section 13 and Fractional Section 24, 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 Southwest corner of Lot 2 "Elm Point Corners", a subdivision according to the plat thereof as recorded in Plat Book 36 Page 321 of the St. Charles County Records, said point being also 38.22 feet perpendicularly distant Northwest of the centerline of Elm Point Industrial Drive, centerline Station 134+17.03, said point being also the most Eastern corner of Lot 22 of "Fountain Lakes Commerce Center Plat Five", a subdivision according to the plat thereof as recorded in Plat Book 39 Page 243 of said records; thence along the North right-of-way line of Elm Point Industrial Drive, South 43 degrees 38 minutes 44 seconds West 207.03 feet to a point; thence along the Southwest line of said Lot 22 the following courses and distances; North 31 degrees 01 minutes 22 seconds West 153.70 feet; along a curve to the left whose chord bears North 54 degrees 28 minutes 33 seconds West 231.63 feet and whose radius point bears South 58 degrees 58 minutes 38 seconds West 291.00 feet from the last mentioned point, an arc distance of 238.23 feet; and North 77 degrees 55 minutes 43 seconds West 82.52 feet to the actual POINT OF BEGINNING of the description herein, said point being also in the Northern line of Lot 1 of "Park South of 370", a subdivision according to the plat thereof as recorded in Plat Book 40 Pages 46-47 of said records; thence leaving said North line of Lot 1, South 11 degrees 09 minutes 03 seconds West 211.70 feet to a point in the South line of said Lot 1; thence along said South line, along a curve to the right whose chord bears South 58 degrees 43 minutes 44 seconds East 216.72 feet and whose radius point bears South 11 degrees 09 minutes 03 seconds West 315.00 feet from the last mentioned point, and arc distance of 221.24 feet; thence leaving said South line of Lot 1, South 44 degrees 15 minutes 29 seconds East 177.60 feet to a point in the South right-of-way line of Elm Point Road (Variable Width); thence along said South right-of-way line the following courses and distances; South 45 degrees 44 minutes 31 seconds West 440.22 feet; along a curve to the right whose chord bears South 56 degrees 25 minutes 57 seconds West 367.16 feet and whose radius point bears North 44 degrees 18 minutes 32 seconds West 985.00 feet from the last mentioned point, an arc distance of 369.32 feet South 22 degrees 49 minutes 34 seconds East 51.57 feet; and South 75 degrees 33 minutes 57 seconds West 920.00 feet to a point; thence leaving said South right-of-way line of Elm Point Road (Variable Width) and along the Southerly prolongation of the East line of property conveyed to "Elm Point Village, L.L.C." by deed recorded in Book 2433 Page 1492 of said records and along the East line thereof, North 30 degrees 33 minutes 10 seconds West 2288.61 feet to a point; thence leaving said East line of "Elm Point Village, L.L.C." property the following courses and distances; along a curve to the right whose chord bears North 04 degrees 50 minutes 46 seconds West 341.42 feet and whose radius point bears North 68 degrees 48 minutes 22 seconds East 606.50 feet from the last mentioned point, an arc distance of 346.09 feet; North 11 degrees 30 minutes 05 seconds East 528.51 feet and

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South 78 degrees 29 minutes 55 seconds East 258.74 feet to a point in the East line of aforesaid Lot 1 of Park South of 370"; thence along said East line of Lot 1 the following courses and distances; North 11 degrees 30 minutes 05 seconds East 68.87 feet; along a curve to the left whose chord bears North 07 degrees 10 minutes 22 seconds West 346.44 feet and whose radius point bears North 78 degrees 29 minutes 55 seconds West 541.00 feet from the last mentioned point, an arc distance of 352.65 feet; North 25 degrees 50 minutes 50 seconds West 135.51 feet; along a curve to the left whose chord bears North 43 degrees 50 minutes 31 seconds West 102.57 feet and whose radius point bears South 64 degrees 09 minutes 10 seconds West 166.00 feet from the last mentioned point, an arc distance of 104.27 feet; North 61 degrees 50 minutes 13 seconds West 5.00 feet; along a curve to the right whose chord bears North 56 degrees 19 minutes 35 seconds West 11.33 feet and whose radius point bears North 28 degrees 09 minutes 47 seconds East 59.00 feet from the last mentioned point, an arc distance of 11.35 feet; and North 50 degrees 48 minutes 57 seconds West 96.97 feet to a point in the Southern right-of-way line of Missouri State Route 370, said point being 150.00 feet perpendicularly distant South of Missouri State Route 370 Centerline Station 336+32.00; thence along said Southern right-of-way line the following courses and distances; along a curve to the right whose chord bears South 81 degrees 54 minutes 32 seconds East 64.44 feet and whose radius point bears South 07 degrees 24 minutes 40 seconds West 2714.79 feet from the last mentioned point, an arc distance of 64.44 feet; South 76 degrees 12 minutes 45 seconds East 283.81 feet; South 72 degrees 41 minutes 09 seconds East 240.01 feet; South 62 degrees 05 minutes 07 seconds East 89.90 feet; thence leaving the said Southern right-of-way line, North 21 degrees 45 minutes 01 seconds East 380.81 feet to a point on the Northern right-of-way line of said Missouri State Route 370; thence along the said Northern right-of-way line of Missouri State Route 370, the following courses and distances, South 79 degrees 52 minutes 43 seconds East 650.48 feet; and North 64 degrees 40 minutes 33 seconds East 131.02 feet to the West right-of-way line of New Town Boulevard (formerly Elm Street); thence leaving the said West right-of-way line of New Town Boulevard (formerly Elm Street); North 86 degrees 57 minutes 10 seconds East 123.71 feet to the East edge of pavement of New Town Boulevard (formerly Elm Street); thence along said East edge of pavement, the following courses and distances North 03 degrees 02 minutes 50 seconds West 312.89 feet; North 06 degrees 39 minutes 08 seconds West 19.13 feet; North 01 degrees 42 minutes 23 seconds West 342.36 feet; North 01 degrees 30 minutes 59 seconds West 590.15 feet; and North 88 degrees 27 minutes 56 seconds East 7.81 feet to the Southwest corner of property conveyed to First National Bank by deed recorded in Book 4169 Page 147 of the St. Charles County Records; thence along the South line of said First National Bank property, North 88 degrees 27 minutes 56 seconds East 299.33 feet to a point being the Southeast corner of Lot 23C of said "Resubdivision of Lot 23 of Fountain Lakes Commerce Center, Plat Six"; thence along the East line of said Lot 23C, North 01 degrees 32 minutes 04 seconds West 238.86 feet to a point in the South right-of-way line of Bangert Drive (variable width); thence along said South right-of-way line the following courses and distances: North 83 degrees 51 minutes 24 seconds East 12.09 feet and North 88 degrees 40 minutes 58 seconds East 174.23 feet to a point in the West line of Lot 23A of said "Resubdivision of Lot 23 of Fountain Lakes Commerce Center, Plat Six"; thence along the West and Southwest lines of said Lot 23A the following courses and distances: South 01 degrees 31 minutes 47 seconds East 71.74 feet and South 47 degrees 45 minutes 34 seconds East 600.15 feet to a point at the most Eastern corner of aforesaid Lot 23 B; thence along the Southeast line



PLS. VERIFY
PLS. VERIFY
PLS. VERIFY



of said Lot 238, South 42 degrees 14 minutes 26 seconds West 528.80 feet to a point in the Southern line of property conveyed to the City of St. Charles by deed recorded in Book 330 Page 56 of said records; thence along the South line of said City of St. Charles property the following courses and distances: South 74 degrees 32 minutes 04 seconds East 173.13 feet and South 47 degrees 43 minutes 49 seconds East 1899.74 feet to the point of intersection of said Southern line of City of St. Charles property with the Eastern line of property conveyed to The Millstone Company as Parcel No. 8 by deed recorded in Book 2524 Page 979 of said records; thence along said East line of Parcel No. 8, South 58 degrees 05 minutes 53 seconds West 495.69 feet to a point in the North line of Missouri State Highway 370, said point being 150.00 feet perpendicularly distant North of Missouri State Highway 370 centerline Station 371+06.19; thence along the Southwestwardly prolongation of said East line, South 58 degrees 05 minutes 53 seconds West 103.05 feet; thence South 19 degrees 51 minutes 22 seconds West 219.00 feet to a point on the South right-of-way line of Missouri State Highway 370; thence along the said South right-of-way line of Missouri State Highway 370, the following courses and distances, North 70 degrees 08 minutes 38 seconds West 365.86 feet; and North 77 degrees 35 minutes 20 seconds West 304.53 feet to a point on the North line of "Knobbe Subdivision", a subdivision according to the plat recorded in Plat Book 35, Page 97 of the St. Charles County Records; thence along the said North and West lines of said "Knobbe Subdivision", the following courses and distances, North 88 degrees 49 minutes 59 seconds West 624.63 feet; South 30 degrees 35 minutes 41 seconds East 105.45 feet; and South 60 degrees 49 minutes 44 seconds West 81.38 feet to a point on the Northeast right-of-way line of Elm Street, variable width; thence South 60 degrees 51 minutes 21 seconds West 140.00 feet, said point being on the Southwest right-of-way line of said Elm Street; thence along said Southwest right-of-way line of Elm Street, along a curve to the left whose chord bears South 29 degrees 20 minutes 34 seconds East 13.94 feet and whose radius point bears North 60 degrees 51 minutes 21 seconds East 2009.86 feet from the last mentioned point, an arc distance of 13.94 feet to a point in the Northwest line of "Resubdivision of Lot 19 of 'Fountain Lakes Commerce Center Plat Four'", a subdivision according to the plat thereof as recorded in Plat Book 40 Page 126 of said records; thence along the Northwest, Southwest and Southeast lines of said plat the following courses and distances; South 59 degrees 04 minutes 01 seconds West 99.86 feet; South 63 degrees 17 minutes 02 seconds West 100.05 feet; South 33 degrees 04 minutes 33 seconds East 622.57 feet; and North 57 degrees 29 minutes 00 seconds East 68.79 feet to a point in the Southwest line of Millstone Corporate Drive (80' wide); thence along said Southwest line, South 31 degrees 24 minutes 21 seconds East 74.96 feet to a point in the Northwest line of Lot 20 of "Fountain Lakes Commerce Center Plat Four", a subdivision according to the plat thereof as recorded in Plat Book 39 Page 65 of the said records; thence along said Northwest line of Lot 20, South 59 degrees 00 minutes 21 seconds West 5.68 feet and South 65 degrees 20 minutes 56 seconds West 34.70 feet to a point in the Southwest line of said Lot 20; thence along said Southwest line of Lot 20 and Lot 21 of said "Fountain Lakes Commerce Center Plat Four", South 52 degrees 59 minutes 50 seconds East 516.71 feet to a point in the Northwest line of aforesaid Lot 22 of "Fountain Lakes Commerce Center Plat Five"; thence along said Northwest line, South 39 degrees 56 minutes 06 seconds West 198.86 feet to the POINT OF BEGINNING and containing 202.494 acres according to calculations by Bax Engineering Company during January, 2015.

BOUNDARY MAP OF DISTRICT

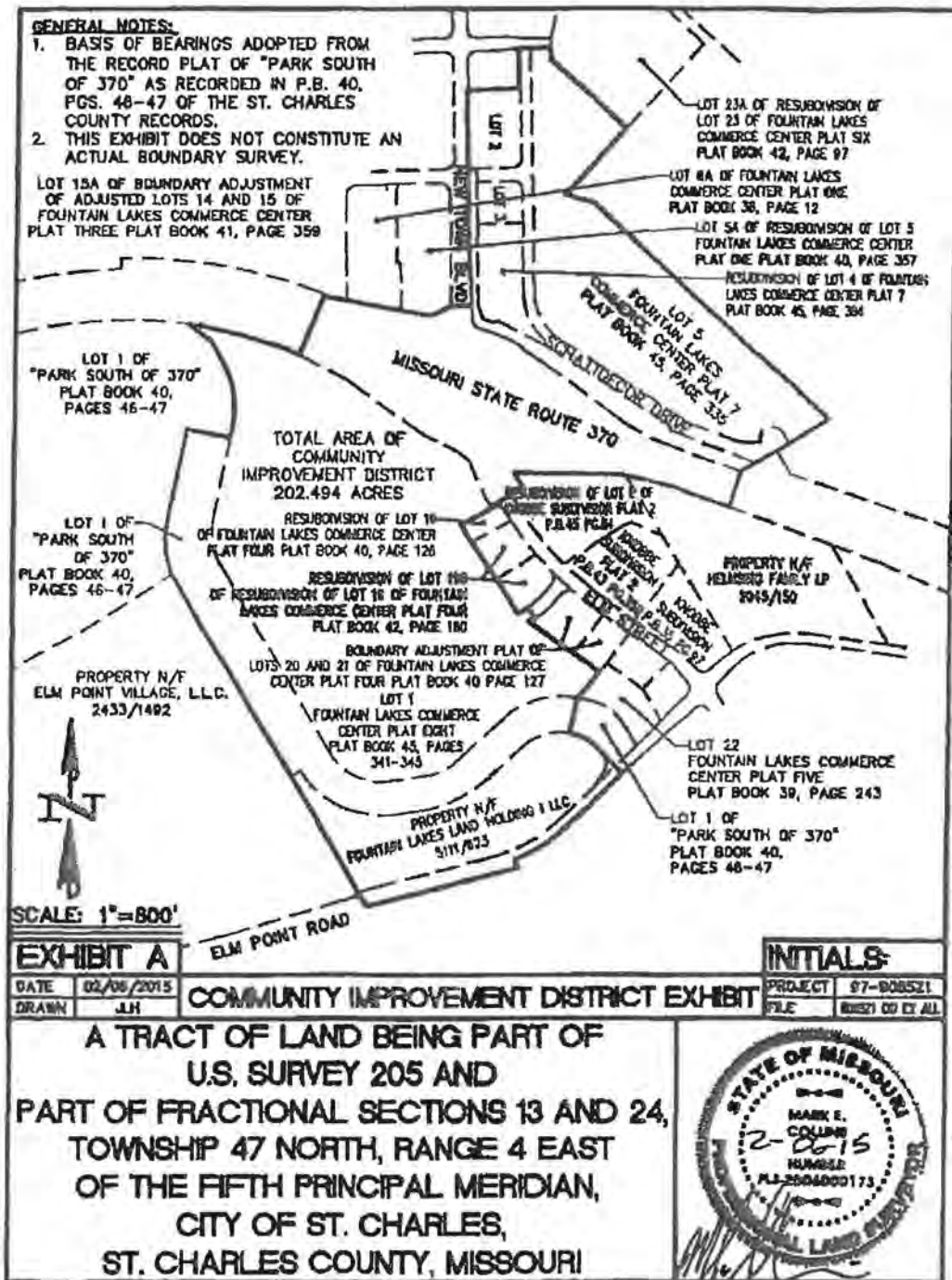


EXHIBIT C
FIVE-YEAR PLAN FOR THE EXPANDED DISTRICT AREA WITHIN THE
FOUNTAIN LAKES COMMERCE CENTER NORTH COMMUNITY IMPROVEMENT
DISTRICT
ST. CHARLES, MISSOURI
2015-2019

The information and details outlined in the following pages represent the strategies, activities, and budgets that will be undertaken during the initial five years after certain real property (the "Expanded District Area") is added to the Fountain Lakes Commerce Center North Community Improvement District (the "District") in the City of St. Charles, Missouri. It is an integral and composite part of the Petition to Add Real Property to the Fountain Lakes Commerce Center North Community Improvement District to which this Five-Year Plan is attached.

1. PURPOSE

The purpose of adding the Expanded District Area into the District is to promote the development of a partially improved area and to induce new activity in an area that has been lacking in growth and development, improve business development opportunities, and enhance property values by developing and promoting coordinated project infrastructure improvements benefiting the general public, including property owners and business operators within the Expanded District Area. The District also imposes certain funding mechanisms to provide for its effective administration and financial sustainability.

The Expanded District Area encompasses the entirety of the Fountain Lakes Commerce Center South Community Improvement District (the "South District") and a portion of the Missouri State Route 370 right-of-way ("Route 370"). The South District and the District were separately established because of their geographic separation by Route 370, the parcels within the respective Districts were owned by different entities, and the improvements therein were financed by different entities. The Petitioners now propose adding the property that was formerly in the South District and the area including the interchange of Route 370 and New Town Blvd/Elm St. (the "Interchange") to the District. By combining the property of both Districts into one District, administrative costs of operating the District will be reduced, which will allow for quicker repayment of obligations without the need to increase the authorized funding limits. Additionally, extending the boundaries of the District to include the Interchange will allow the District to legally expend its funds for improvements thereto.

2. SERVICES

The District anticipates maintaining all or portions of the Project (hereinafter defined) and promoting business activity, development and retention, and the recruitment of developers and businesses, for the purpose of supporting business activity and economic development in the District.

3. IMPROVEMENTS

The District anticipates constructing public improvements, as permitted under the CID Act, including (a) street, roadway and bridge improvements within the boundaries of the Expanded District Area, including improvements to the Interchange; (b) accompanying site preparation, grading, drainage and detention, pavement, curb, gutter, sidewalk, sanitary water systems, stormwater facilities, utilities, signing, striping, lighting, landscaping, irrigation and other similar or related improvements; (c) relocation, construction of retention and detention facilities including accompanying site preparation and grading; (d) removal and relocation of gas and/or oil pipelines; and (e) accompanying professional fees including, without limitation, engineering (civil, traffic, road design, and geotechnical), surveying, soil testing, legal, title, appraisals, architectural and administrative (project management, contract administration and administration of the District) (the "Project").

4. ESTIMATED COSTS

It is expected that the costs of the Project in the Expanded District Area, in addition to any other costs incurred or to be incurred by the District, will be approximately \$3,369,579.50, exclusive of interest, reserves and costs of issuing District obligations.

5. FIVE-YEAR PLAN

(a) Year One: (2015)

In its first year after the Expanded District Area is included as part of the District, the District will finalize engineering design drawings and gather appropriate Project approvals, where applicable, to proceed with the construction of the Project, and engage in construction of the Project, as permitted under the CID Act.

The District will monitor progress of the development within the boundaries of the Expanded District Area, and perform on-going administration and oversight of the District funds. The District may enter into contracts with third parties for performance of the administration duties, including, but not limited to, registering new tenants for the collection of the sales tax imposed, administering activity of the District's Board of Directors, monitoring District revenues, performing state compliance filings and managing the audit process.

The District will also ensure the collection and remittance of taxes and assessments towards its reimbursement obligations. The District will closely monitor cash flow for application.

(b) Year Two: (2016)

In the second year after the Expanded District Area is included as part of the District, the District will monitor progress on the continued marketing and development of businesses within the Expanded District Area. The District will also monitor the progress of any portion of the Project listed in Year One.

The District will also ensure the collection and remittance of taxes and assessments towards its reimbursement obligations. The District will closely monitor cash flow for application.

(c) Year Three: (2017)

In the third year after the Expanded District Area is included as part of the District, the District will monitor progress on the continued marketing and development of businesses within the Expanded District Area. The District will also monitor any on-going Project implementation.

The District will also ensure the collection and remittance of taxes and assessments towards its reimbursement obligations. The District will closely monitor cash flow for application.

(d) Year Four: (2018)

In the fourth year after the Expanded District Area is included as part of the District, the District will monitor progress on the continued marketing and development of businesses within the Expanded District Area. The District will also monitor any on-going Project implementation.

The District will also ensure the collection and remittance of taxes and assessments towards its reimbursement obligations. The District will closely monitor cash flow for application.

(e) Year Five: (2019)

In the fifth year after the Expanded District Area is included as part of the District, the District will monitor progress on the continued marketing and development of businesses within the Expanded District Area. The District will also monitor any on-going Project implementation.

The District will also ensure the collection and remittance of taxes and assessments towards its reimbursement obligations. The District will closely monitor cash flow for application.

RESOLUTION NO. 2025-02

A RESOLUTION OF THE FOUNTAIN LAKES COMMERCE CENTER NORTH COMMUNITY IMPROVEMENT DISTRICT AMENDING RESOLUTION NO. 2025-01 APPROVING THE ISSUANCE OF SPECIAL ASSESSMENT AND SALES TAX REFUNDING REVENUE BONDS, SERIES 2025A (FOUNTAIN LAKES COMMERCE CENTER NORTH COMMUNITY IMPROVEMENT DISTRICT PROJECT), SPECIAL ASSESSMENT AND SALES TAX REVENUE BONDS, SERIES 2025B (FOUNTAIN LAKES COMMERCE CENTER NORTH COMMUNITY IMPROVEMENT DISTRICT PROJECT) AND SPECIAL ASSESSMENT AND SALES TAX REVENUE BONDS, SERIES 2025C (FOUNTAIN LAKES COMMERCE CENTER NORTH COMMUNITY IMPROVEMENT DISTRICT PROJECT), BY THE INDUSTRIAL DEVELOPMENT AUTHORITY OF ST. CHARLES COUNTY, MISSOURI.

WHEREAS, on May 19, 2025 the Board of Directors of the Fountain Lakes Commerce Center North Community Improvement District (the “District”) approved Resolution No. 2025-01 (“Resolution No. 2025-01”) authorizing The Industrial Development Authority of St. Charles County, Missouri (the “Authority”) to issue its (a) Special Assessment and Sales Tax Refunding Revenue Bonds, Series 2025A (Fountain Lakes Commerce Center North Community Improvement District Project) (the “Series 2025A Bonds”), for the purpose of providing funds, together with other legally available funds of the District, to refund certain outstanding obligations of the District; (b) Special Assessment and Sales Tax Revenue Bonds, Series 2025B (Fountain Lakes Commerce Center North Community Improvement District Project) (the “Series 2025B Bonds”), for the purpose of evidencing the rights of Fountain Lakes Land Holding, LLC (“Fountain Lakes”) and The Millstone Company (“Millstone” and, together with Fountain Lakes, the “Developer”) to receive reimbursement for certain Reimbursable Project Costs (as defined in the hereinafter defined Development Agreement) for a project to be completed by the Developer on behalf of the District; and (c) Special Assessment and Sales Tax Revenue Bonds, Series 2025C (Fountain Lakes Commerce Center North Community Improvement District Project) (the “Series 2025C Bonds” and, together with the Series 2025A Bonds and the Series 2025B Bonds, the “Bonds”), for the purpose of evidencing the rights of Dierbergs 370 Crossing, LLC (“Dierbergs 370 Crossing”) to receive reimbursement for certain Reimbursable Project Costs for an additional project to be completed by Dierbergs 370 Crossing on behalf of the District and for the costs of issuing the Bonds, all pursuant to Chapter 349 of the Revised Statutes of Missouri, as amended (the “Act”) and the Community Improvement District Act, Sections 67.1401 to 67.1571, inclusive, of the Revised Statutes of Missouri, as amended (the “CID Act”); and

WHEREAS, the Board of Directors of the District hereby finds and determines that it is in the best interest of the District, to amend Resolution No. 2025-01 as provided herein.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE FOUNTAIN LAKES COMMERCE CENTER NORTH COMMUNITY IMPROVEMENT DISTRICT, AS FOLLOWS:

Section 1. Resolution No. 2025-01 is hereby amended by replacing the Development Agreement attached as **Exhibit F** thereto with the Development Agreement by and among the District, the Developer and Dierbergs 370 Crossing (the “Development Agreement”) attached as **Exhibit A** hereto.

Section 2. Except as expressly modified by Resolution, all other terms of Resolution No. 2025-01 remain unaltered and in full force and effect.

Section 3. The District shall, and the officers, agents and employees of the District are hereby authorized and directed to, take such further action and execute the Development Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution and to carry out, comply with and perform the duties of the District with respect to the Development Agreement, with such changes therein as shall be approved by District officials signing the same, such officials' signatures thereon being conclusive evidence of their approval and the District's approval thereof.

Section 4. The sections of this Resolution shall be severable. If any section of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless the court finds that: (a) the valid sections are so essential to and inseparably connected with and dependent upon the void section that it cannot be presumed that the District has or would have enacted the valid sections without the void ones; or (b) the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 5. This Resolution shall take effect and be in full force after its passage by the District.

PASSED by the Board of Directors of the Fountain Lakes Commerce Center North Community Improvement District this this July 18, 2025.


(SEAL)



ATTEST:



Secretary of the Board of Directors



Chairman of the Board of Directors

EXHIBIT A

DEVELOPMENT AGREEMENT

[On file in the office of the Secretary of the District]

DEVELOPMENT AGREEMENT

by among the

**FOUNTAIN LAKES COMMERCE CENTER
NORTH COMMUNITY IMPROVEMENT DISTRICT,**

FOUNTAIN LAKES LAND HOLDING, LLC,

THE MILLSTONE COMPANY,

and

DIERBERGS 370 CROSSING, LLC

dated as of

July 25, 2025

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”), entered into as of this 25th day of July, 2025 (the “**Effective Date**”), by and among the **FOUNTAIN LAKES COMMERCE CENTER NORTH COMMUNITY IMPROVEMENT DISTRICT**, a Missouri community improvement district (the “**District**”), **THE MILLSTONE COMPANY**, a Missouri corporation (“**Millstone**”), **FOUNTAIN LAKES LAND HOLDING, LLC**, a Missouri limited liability company (“**FLLH**”) and **DIERBERGS 370 CROSSING, LLC**, a Missouri limited liability company, f/k/a D3 Fountain Lakes LLC (the “**Dierbergs 370 Crossing**”). The District, Millstone, FLLH and Dierbergs 370 Crossing being collectively referred to herein as “**Parties**,” and individually as “**Party**,” as the context so requires. Millstone and FLLH being collectively referred to herein as the “**Developers**,” or individually as a “**Developer**” as the context so requires.

WITNESSETH:

WHEREAS, after receipt of the Petition for Establishment of the Fountain Lakes Commerce Center North Community Improvement District (the “**Establishment Petition**”), the District was established on September 3, 2008, by Ordinance No. 08-185 of the City of St. Charles, Missouri (the “**City**”), pursuant to the authority of the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the “**CID Act**”); and

WHEREAS, on May 19, 2015, the City Council adopted Ordinance No. 15-127 approving the addition of certain real property to the District pursuant to the Petition to Add Real Property to the Fountain Lakes Commerce Center North Community Improvement District (the “**Expansion Petition**”), (the Establishment Petition and the Expansion Petition, together with any amendments thereto, and as may be amended from time to time in accordance with this Agreement being the “**Petition**”) all in accordance with the CID Act; and

WHEREAS, following approval of the Petition, the boundary of the District encompasses all of the property more particularly described on Exhibit A attached hereto and incorporated by reference herein (collectively, the “**District Property**”); and

WHEREAS, the District and the Developers, together with other parties, have previously entered into the Amended and Restated Cooperative Agreement and Intergovernmental Cooperation Agreement dated September 4, 2015 (as amended, the “**Cooperation Agreement**”), whereby such parties agreed, in connection with the initial development of the District Property by the Developers, to design and construct a portion of the District Project (as defined herein) and to advance all costs and expenses necessary therefor and, in consideration thereof, the District agreed to issue, or cause to be issued, revenue obligations to reimburse the Developers (or their designees) for such expenses; and

WHEREAS, pursuant to the Cooperation Agreement, the following obligations have previously been issued on behalf of the District in connection with the District Project and remain outstanding:

(a) The Industrial Development Authority of St. Charles County, Missouri’s Special Assessment and Sales Tax Revenue Bonds, Series 2018A (Fountain Lakes Commerce Center North Community Improvement District Project) in the aggregate principal amount of not to exceed \$3,749,214.81 (the “**Series 2018 Bonds**”); and

(b) the District’s Taxable Subordinate Special Assessment and Sales Tax Revenue Note, Series 2021 (Fountain Lakes Commerce Center North Community Improvement District

Project) in the aggregate principal amount of not to exceed \$696,398.49 (the “**Series 2021 Note**” and, together with the Series 2018A Bonds, the “**Original Obligations**”); and

WHEREAS, in connection with the additional development of the District Property, including a new Dierbergs grocery store and associated retail by or on behalf of Dierbergs 370 Crossing, the Parties desire to enter into this Agreement to provide for the construction of additional portions of the District Project by or on behalf of the Developers and Dierbergs 370 Crossing, the imposition, collection and application of District Revenues (as defined herein), the refinancing of the Original Obligations, the financing of additional costs of the District Project, and the governance and operation of the District.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants herein contained, the Parties agree as follows:

ARTICLE I. RECITALS, EXHIBITS, DEFINITIONS AND GENERAL TERMS

Section 1.1 Recitals and Exhibits. The representations, covenants and recitations set forth in the foregoing recitals and the exhibits attached to this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section, and the appropriate exhibits are incorporated into each section of this Agreement that makes reference to an exhibit.

Section 1.2 Definitions. Words and terms defined elsewhere in this Agreement shall have the meanings assigned therein. Whenever used in this Agreement, the following words and phrases, unless the context otherwise requires, shall have the following meanings:

“**2025 Petition Amendment**” shall have the meaning set forth in **Section 7.4(d)** of this Agreement.

“**Agreement**” shall mean this Development Agreement, as amended from time to time in accordance with its terms.

“**Annual Operating Fund Deposit**” shall mean (a) for the Fiscal Year ending December 31, 2025, an amount not to exceed \$22,081.62; and (b) for each Fiscal Year of the District thereafter, an amount not to exceed \$22,081.62, plus a percentage increase equal to the CPI Increase for the immediately preceding Fiscal Year (not to exceed 2.0% in any one Fiscal Year), plus the City Reimbursement Amount. *The amounts on deposit in the Operating Fund shall be carried forward and applied to the Annual Operating Fund Deposit for the next Fiscal Year.*

“**Approved Reimbursable Project Costs to Date**” shall have the meaning set forth in **Section 5.3(c)**.

“**Authority**” means The Industrial Development Authority of St. Charles County, Missouri, and its successors and assigns.

“**Authorized District Representative**” means the Chairman of the Board of Directors or the individual or entity duly appointed by the District to act as its agent in connection with the administration and operation of the District Sales Tax or Special Assessment.

“Board of Directors” means the board of directors of the District, as appointed by the Mayor with the consent of the City Council, in accordance with the CID Act, the Petition and this Agreement.

“Bond Counsel” means Gilmore & Bell, P.C., or any other attorney or firm of attorneys having nationally recognized standing in the field of tax-exempt municipal bonds approved by the Board of Directors.

“Certificate of Reimbursable Project Costs” means a certificate identifying Reimbursable Project Costs in substantially the form of **Exhibit C**, attached hereto and incorporated by reference herein.

“Certificate of Substantial Completion” means a document substantially in the form of **Exhibit D**, attached hereto and incorporated by reference herein, delivered by a Developer or Dierbergs 370 Crossing to the District in accordance with this Agreement and which, upon the District’s acceptance thereof, will evidence a Developer’s or Dierbergs 370 Crossing’s, as applicable, satisfaction of all obligations and covenants to perform their applicable portion of the District Project.

“CID Act” means the Missouri Community Improvement District Act, Sections 67.1401 through 67.1571, Revised Statutes of Missouri, as amended.

“City” means the City of St. Charles, Missouri, a charter city and political subdivision of the State of Missouri.

“City Council” means the governing body of the City.

“City Reimbursement Amount” means an amount equal to up to 1.5% of the District Revenues to reimburse the City for its reasonable and actual expenses incurred by the City to review annual budgets and reports of the District in accordance with Section 67.1461.3 of the CID Act, upon receipt by the District of a written request from the City accompanied by invoices or other supporting documentation.

“Costs of Issuance” means all costs reasonably incurred by the District in furtherance of the issuance of the District Obligations, including but not limited to the fees and expenses of financial advisors and consultants, the District’s attorneys (including issuer’s administrative, legal and Bond Counsel fees and expenses), Developers’ attorneys, underwriters’ discounts and fees, the costs of printing any District Obligations and any official statements relating thereto, the costs of credit enhancement, if any, capitalized interest, debt service reserves and the fees of any rating agency rating any District Obligations.

“County Recorder” means the St. Charles County Recorder of Deeds.

“Developers” means, collectively, Millstone and FLLH.

“Dierbergs 370 Crossing” means Dierbergs 370 Crossing, LLC, a Missouri limited liability company, and its successors and assigns.

“Dierbergs District Project” means the portion of the District Project being designed, constructed and installed by or on behalf of Dierbergs 370 Crossing pursuant to the terms of this Agreement.

“Dierbergs FL Project” means the construction of a Dierbergs grocery store and associated retail, in format generally similar to that depicted on the site plan attached hereto as **Exhibit F** and incorporated herein by this reference.

“**District**” means the Fountain Lakes Commerce Center North Community Improvement District, a community improvement district and political subdivision of the State of Missouri, and its successors and assigns.

“**District Assessment**” has the meaning set forth in **Section 3.5**.

“**District Assessment Revenues**” means the money actually collected and received by the District, pursuant to this Agreement and the CID Act from the imposition of a District Assessment. District Assessment Revenues shall not include (a) any costs of collecting the CID Special Assessment retained by the County, (b) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, and (c) any sum received by the District which is the subject of a suit or other claim communicated to the District which suit or claim challenges the collection of such sum until such suit or claim is resolved in favor of the District.

“**District Obligations**” means the bonds issued by or on behalf of the District in accordance with this Agreement to finance or refinance Reimbursable Project Costs. The form of the District Obligations shall be attached to and incorporated as part of the Trust Indenture.

“**District Project**” means, collectively, the North District Project, the South District Project and the Dierbergs District Project, as more specifically described in the Petition and on **Exhibit B** attached hereto and incorporated by reference herein.

“**District Property**” means all of the real property legally described on **Exhibit A**, attached hereto and incorporated by reference herein.

“**District Revenues**” means, collectively, the District Assessment Revenues and, subject to annual appropriation by the Board of Directors, the District Sales Tax Revenues.

“**District Sales Tax**” means the sales and use tax levied by the District pursuant to the CID Act at a rate of one percent (1.0%) on the receipts from the sales at retail of all tangible personal property or taxable services at retail within the District which are subject to taxation by the State of Missouri pursuant to Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, with certain exceptions set forth in the CID Act.

“**District Sales Tax Revenues**” means the money actually collected and received, pursuant to this Agreement and the CID Act, from the imposition of the District Sales Tax. District Sales Tax Revenues shall not include (a) any costs of collecting the CID Sales Tax retained by the Missouri Department of Revenue, (b) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, (c) any sum received by the District which is the subject of a suit or other claim communicated to the District which suit or claim challenges the collection of such sum until such suit or claim is resolved in favor of the District, and (d) any amount set aside in escrow pursuant to State law that the District reasonably believes were collected and/or paid erroneously.

“**Event of Default**” means any event specified in **Section 8.1**.

“**Excusable Delays**” means delays due to acts of terrorism, acts of war or civil insurrection, strikes, riots, floods, earthquakes, fires, tornadoes, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, national or regional material shortages, failure to obtain regulatory approval from any federal or State regulatory body, unforeseen site conditions, material litigation by parties other than a Party and not caused by any Party’s failure to perform, or any other condition or circumstances beyond the reasonable or foreseeable control of the applicable Party using reasonable diligence to overcome which

prevents such Party from performing its specific duties or obligations hereunder in a timely manner. Excusable Delays shall extend the time of performance for the period of such excusable delay.

“**FLLH**” means Fountain Lakes Land Holding, LLC, and its successors and assigns.

“**Governmental Approvals**” means all plat approvals, re-zoning or other zoning changes, site plan approvals, conditional use permits, variances, building permits, or other subdivision, zoning, or similar approvals required for implementation and construction of the District Project.

“**Millstone**” means The Millstone Company and its successors and assigns.

“**North District Project**” means the portion of the District Project being designed, constructed and installed by Millstone.

“**Operating Costs**” means overhead expenses of the District for administration, supervision and inspection incurred in connection with the District Project. Operating Costs include, without limitation, the following: (a) expenses incurred in the exercise of the contractual powers of the District pursuant to Section 67.1461.1(5) of the CID Act; (b) reimbursement to the Developers for the costs of filing and defending the Petition to form the District, the petition to form the Fountain Lakes Commerce Center South Community Improvement District and the Petition and all publication and incidental costs related thereto; (c) costs related to any authorized indebtedness of the District, including the Costs of Issuance and repayment of District Obligations pursuant to Section 67.1461.1(12) and Section 67.1491 of the CID Act; (d) the cost of insurance obtained by the District pursuant to Section 67.1461(3) of the CID Act; (e) the cost of any audit pursuant to Section 67.1461.1(5) of the CID Act; and (f) expenses incurred by the District in the exercise of the powers granted under Section 67.1461.1(29) of the CID Act, which consist of paying the costs of compensating employees or contractors, paying the costs of suits by or against the District, the cost of purchasing personal property necessary or convenient for the District’s activities, the costs of conducting economic, planning, marketing or other studies and the costs of collection and disbursement of funds for District activities.

“**Operating Fund**” means the fund established with the Trustee from which Operating Costs shall be paid. The Operating Fund shall be funded from District Revenues each year in an amount equal to the Annual Operating Fund Deposit.

“**Petition**” shall have the meaning set forth in the Recitals to this Agreement.

“**Reimbursable Project Costs**” means all actual and reasonable costs and expenses that are incurred by or at the direction of the Developers or Dierbergs 370 Crossing as provided herein with respect to construction of their applicable portion of the District Project, including the actual and reasonable cost of labor and materials payable to contractors, builders, suppliers, vendors and materialmen in connection with the construction contracts awarded for the District Project that is constructed or undertaken by the Developers or Dierbergs 370 Crossing, plus all actual and reasonable costs to plan, finance, develop, design and acquire the District Project, including but not limited to the following:

- (a) all actual and reasonable costs of the District Project as set forth in **Exhibit B**;
- (b) all Costs of Issuance incurred in connection with the issuance of the District Obligations;
- (c) all planning, legal, administrative and other costs of the City associated with the District Project including, but not limited to, legal and administrative costs incurred or charged by the City in connection with the formation of the District, the formation of the Fountain Lakes Commerce Center South

Community Improvement District, the approval of the Petition and the negotiation of the Cooperation Agreement and this Agreement;

- (d) any Operating Costs of the District advanced by the Developers or Dierbergs 370 Crossing;
- (e) all other items of expense not elsewhere specified in this definition which may be necessary or incidental to the review, approval, acquisition, construction, improvement and financing of the District Project and which may lawfully be paid or incurred by the District under the CID Act; and
- (f) Approved Reimbursable Project Costs to Date.

“**Revenue Fund**” means the fund established with the Trustee into which District Revenues shall be deposited pursuant to the terms of the Trust Indenture.

“**South District Project**” means the portion of the District Project being designed, constructed and installed by FLLH.

“**State**” means the State of Missouri.

“**Trust Fund**” means the segregated fund(s) or account(s) into which all collected District Revenues are deposited pursuant to **Sections 3.2 and 3.5**.

“**Trust Indenture**” means the Trust Indenture dated as of June 1, 2025 by and between the Trustee and the Authority, entered into connection with the issuance of the District Obligations to refund the Original Obligations and to reimburse the Developers and Dierbergs 370 Crossing for additional Reimbursable Project Costs, in the form of that attached hereto as **Exhibit H**, with such changes mutually acceptable to all Parties hereto, as amended and supplemented in accordance with its terms.

“**Trustee**” shall mean the trustee under the Trust Indenture.

Section 1.3 Effectiveness of Cooperation Agreement. The Parties acknowledge and agree that this Agreement is intended to supplement, not amend or replace, the Cooperation Agreement as of the Effective Date of this Agreement.

ARTICLE II. REPRESENTATIONS OF PARTIES

Section 2.1 Representations by the District. As of the Effective Date of this Agreement, the District represents that:

- (a) The District is a community improvement district and political subdivision, duly organized and existing under the laws of the State, including particularly the CID Act.
- (b) By proper action of its Board of Directors, the District has been duly authorized to execute and deliver this Agreement and to carry out its obligations hereunder, acting by and through its duly authorized officers.
- (c) To the District’s knowledge, the execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the District will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust,

lease or any other restriction or any agreement or instrument to which the District is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the District or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the District under the terms of any instrument or agreements to which the District is a party.

(d) To the District's knowledge, there is no litigation or proceeding pending or, to the District's knowledge, threatened against the District affecting the right of the District to execute or deliver this Agreement or the ability of the District to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

(e) Construction of the District Project is of significant value to the District, the District Property and the general public. The District Project will promote the economic welfare and the development of the City through: (i) the creation of temporary and permanent jobs; (ii) the stimulation of additional development within the District; and (iii) the increase in local and state tax revenues. Further, the District finds that the District Project conforms to the purposes of the CID Act.

Section 2.2 Representations by Millstone. As of the Effective Date of this Agreement, Millstone represents, with respect to itself, that:

(a) Millstone is a corporation duly organized and existing under the laws of the State of Missouri.

(b) Each of Millstone has all necessary power and authority to execute, deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of Millstone herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal, valid and binding obligation of Millstone, enforceable in accordance with its terms.

(c) To Millstone's knowledge, the execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(d) No litigation, proceedings or investigations are pending or, to the knowledge of Millstone, threatened against Millstone or any stockholders, directors or officers of Millstone relating to the North District Project or the South District Project. In addition, no litigation, proceedings or investigations are pending or, to the knowledge of Millstone, threatened against Millstone seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of Millstone to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by Millstone of the terms and provisions of this Agreement.

(e) To Millstone's knowledge, Millstone is in material compliance with all laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, or operations as contemplated by this Agreement.

Section 2.3 Representations by FLLH. As of the Effective Date of this Agreement, FLLH represents that:

(a) FLLH is a limited liability company duly organized and existing under the laws of the State of Missouri.

(b) FLLH has all necessary power and authority to execute, deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of FLLH herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal, valid and binding obligation of FLLH, enforceable in accordance with its terms.

(c) To FLLH's knowledge, the execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(d) No litigation, proceedings or investigations are pending or, to the knowledge of FLLH, threatened against FLLH or any member, manager or officer of FLLH relating to the North District Project and the South District Project. In addition, no litigation, proceedings or investigations are pending or, to the knowledge of FLLH, threatened against FLLH seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of FLLH to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by FLLH of the terms and provisions of this Agreement.

(e) To FLLH's knowledge, FLLH is in material compliance with all laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, or operations as contemplated by this Agreement.

Section 2.4 Representations by Dierbergs 370 Crossing. As of the Effective Date of this Agreement, Dierbergs 370 Crossing represents that:

(a) Dierbergs 370 Crossing is a limited liability company duly organized and existing under the laws of the State of Missouri.

(b) Dierbergs 370 Crossing has all necessary power and authority to execute, deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of Dierbergs 370 Crossing herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal, valid and binding obligation of Dierbergs 370 Crossing, enforceable in accordance with its terms.

(c) The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any organizational restriction or of any agreement or instrument to which Dierbergs 370 Crossing is now a party, and do not and will not constitute a default under any of the foregoing.

(d) No litigation, proceedings or investigations are pending or, to the knowledge of Dierbergs 370 Crossing, threatened against Dierbergs 370 Crossing or any member, manager or officer of Dierbergs 370 Crossing.

370 Crossing relating to the District Project. In addition, no litigation, proceedings or investigations are pending or, to the knowledge of Dierbergs 370 Crossing, threatened against Dierbergs 370 Crossing seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of Dierbergs 370 Crossing to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by Dierbergs 370 Crossing of the terms and provisions of this Agreement.

(e) Dierbergs 370 Crossing is in material compliance with all laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, or operations as contemplated by this Agreement.

ARTICLE III.

IMPOSITION, ADMINISTRATION AND COLLECTION OF DISTRICT REVENUES

Section 3.1 General. The District will use the District Revenues to pay the Operating Costs of the District and, through the issuance of District Obligations, to reimburse the Developers and Dierbergs 370 Crossing for Reimbursable Project Costs. The District shall have no obligation to reimburse the Developers or Dierbergs 370 Crossing for Reimbursable Project Costs unless and until the District has approved a Certificate of Reimbursable Project Costs for Reimbursable Project Costs incurred by the applicable party in accordance with **Section 5.3**.

Section 3.2 Imposition, Administration and Collection of the District Sales Tax.

(a) The Parties acknowledge that the District currently imposes and levies the District Sales Tax. Unless extended by the voters of the District, the District Sales Tax terminates on April 1, 2059.

(b) The District Sales Tax is currently collected by the Missouri Department of Revenue as provided in the CID Act. The Parties shall cooperate with the Missouri Department of Revenue in all respects and as necessary for the collection by the Missouri Department of Revenue of the District Sales Tax. The Parties hereby acknowledge that the Missouri Department of Revenue may deduct from the District Sales Tax its own collection and administrative fee as provided for in the CID Act and any other applicable statute.

(c) Upon receipt of District Sales Tax Revenues, the District shall deposit the same into a special trust account to be known as the "Fountain Lakes Commerce Center North Community Improvement District Sales Tax Trust Account" and shall transfer, subject to annual appropriation by the Board of Directors, the money in such account to the Trustee for application as contemplated in this Agreement and the Trust Indenture.

Section 3.3 Enforcement of the District Sales Tax.

(a) The District shall take all actions reasonably necessary and within its control for enforcement of the District Sales Tax. The District may prosecute or defend any action, lawsuit or proceeding or take any other action involving third persons that the District deems reasonably necessary to secure the payment of the District Sales Tax. The Developers and Dierbergs 370 Crossing covenant to cooperate and take all reasonable actions reasonably necessary and within their control to assist the District in the enforcement of the District Sales Tax.

(b) The District shall report all material violations of Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended (the "**Missouri Sales Tax Law**"), to the Missouri Department

of Revenue for enforcement to the extent that such violations result in the District's inability to collect the District Sales Tax in a timely manner as provided for in the Missouri Sales Tax Law. If the Missouri Department of Revenue notifies the District that it refuses to undertake enforcement of the District Sales Tax, the District may promptly initiate an action to enforce collection. Notwithstanding anything to the contrary in this Agreement, the District is not obligated to undertake any enforcement action if the cost of such enforcement is, in the opinion of the District, reasonably expected to exceed the amount of revenues sought to be collected.

Section 3.4 Repeal of the District Sales Tax. In no event shall the District take any action to repeal, terminate, or modify the District Sales Tax or otherwise discontinue the levy or collection thereof before its stated expiration date while any District Obligations remain outstanding. The District shall not implement the procedures for repeal or modification of the District Sales Tax and abolishment of the District if the District, with the prior written consent of the City, has approved another project pursuant to the CID Act. Upon repeal of the District Sales Tax, the District shall:

- (a) Pay all outstanding Operating Costs; and
- (b) Retain any remaining District Sales Tax Revenues until such time as the District is abolished and the District has provided for the transfer of any funds remaining in a manner permitted by the CID Act.

Section 3.5 Imposition, Collection and Administration of the District Assessment.

(a) The Parties acknowledge that the District currently imposes and levies an annual special assessment upon all taxable real property, as reflected in the records of the St. Charles County Assessor's office or otherwise by agreement with the owner thereof, within the District in a maximum annual levy of One Dollar 00/100 Cents (\$1.00) per One Hundred Dollars (\$100) of assessed valuation of taxable improvements on each parcel, tract, or lot within the District (the "**District Assessment**"). The District Assessment shall be calculated on a per lot basis. In no event will the amount of the District Assessment exceed the benefit to accrue to the lot being assessed. Interest and credit enhancement costs at a rate not to exceed 10% per annum on unpaid assessments and costs related to the issuance and administration of the District Obligations in an amount not to exceed 0.5% per annum of unpaid assessments may also be assessed. The District shall maintain the levy of the District Assessment in the manner described above and at the maximum levy rates authorized until the later of: (i) the date on which all District Obligations are fully paid, defeased, and satisfied; or (ii) the date of termination of the District.

(b) The District Assessment is currently collected by the County Collector as provided in the CID Act. If the County Collector refuses to collect the District Assessment, the District or the District's Authorized District Representative shall collect the District Assessment.

(c) If the District collects the District Assessment, as set forth in **Section 3.5(b)**, then the District, or the Authorized District Representative as agent for the District, shall receive a collection fee in the amount of one percent (1%) of the total District Assessment Revenues (the "Collection Fee"). Such Collection Fee shall be in addition to the Administrative Fee.

(d) If the amount on deposit in the Operating Fund and/or the Collection Fee does not fully reimburse the District or the Authorized District Representative as agent for the District, for actual costs and expenses incurred in fulfilling its obligations under this **Section**, then the District or the Authorized District Representative as agent for the District, shall receive, subject to annual appropriation by the District's Board of Directors, reimbursement for such actual costs that exceed the amount on deposit in the Operating Fund and/or the Collection Fee. If there are insufficient funds in any fiscal year to cover such

actual costs incurred by the District or the Authorized District Representative as agent for the District, such unpaid Operating Costs and/or Collection Fees shall be paid in subsequent fiscal years to the extent set forth per the Indenture.

(e) Upon receipt of District Assessment, the District shall deposit the same into a special trust account to be known as the "Fountain Lakes Commerce Center North Community Improvement District Assessment Trust Account" and shall transfer the money in such account to the Trustee for application as contemplated in this Agreement and the Trust Indenture.

Section 3.6 Enforcement of the District Assessment.

(a) The District shall take all actions reasonably necessary and within its control for enforcement of the District Assessment. The District may prosecute or defend an action, lawsuit or proceeding or take any other action involving third persons that the District deems reasonably necessary to secure the payment of a District Assessment. Notwithstanding anything to the contrary in this Agreement, the District is not obligated to undertake any enforcement action if the cost of such enforcement is, in the opinion of the District, reasonably expected to exceed the amount of revenues sought to be collected.

(b) The District Assessment, when due and owing, shall constitute a perpetual lien against each tract, lot or parcel of property from which it is derived. Such lien may be foreclosed in the same manner as any other special assessment lien as provided in § 88.861, Revised Statutes of Missouri.

Section 3.7 Repeal of the District Assessment. In no event shall the District take any action to repeal, terminate, or modify the District Assessment or otherwise discontinue the levy or collection thereof while any District Obligations remain outstanding. The District shall not implement the procedures for repeal or modification of the District Assessment and abolishment of the District if the District, with the prior written consent of the City, has approved another project pursuant to the CID Act. Upon repeal of the District Assessment, the District shall:

(a) Pay all outstanding Operating Costs.

(b) Retain any remaining District Assessment until such time as the District is abolished and the District has provided for the transfer of any funds remaining in a manner permitted by the CID Act.

Section 3.8 Records of the District Revenues. The District shall keep accurate records of the District Revenues collected. Any District records pertaining to District Revenues shall be provided to any person upon written request, as permitted by law.

Section 3.9 Operating Costs. The District, subject to annual appropriation by the District's Board of Directors, shall pay for the Operating Costs of the District from District Revenues. The expected Operating Costs shall be included in the District's annual budget, as provided in **Section 7.3**.

Section 3.10 Extraordinary Expenses. The parties agree that, upon the District receiving notice of any audit, request for information, investigation or similar inquiry with respect to the District Obligations, the District shall deposit District Revenues into the Extraordinary Expense Fund (as defined in the Indenture) in the amount of at least One Hundred and Forty-Five Thousand Dollars and no/100 (\$145,000.00), and upon any withdrawals from such fund, the District shall replenish such funds up to at least One Hundred and Forty-Five Thousand Dollars and no/100 (\$145,000.00) until such time as such audit, request for information, investigation or inquiry has reached its final conclusion.

**ARTICLE IV.
DIERBERGS FL PROJECT**

Section 4.1 Dierbergs FL Project.

(a) Dierbergs 370 Crossing intends to carry out a redevelopment project within the boundaries of the District (the “**Dierbergs FL Project**”), pursuant to which Dierbergs 370 Crossing may incur or cause to be incurred certain costs of additional public improvements or services that would be reimbursable under the CID Act and this Agreement (such additional improvements or services being referred to as the “**Dierbergs District Project**”).

(b) Except as provided below, if Dierbergs 370 Crossing fails to cause the substantial completion of the Dierbergs FL Project by December 31, 2026, the only remedy any Party hereto shall have shall be to terminate this Agreement and any other agreements relating to Dierbergs FL Project as to Dierbergs 370 Crossing, and in no event shall Dierbergs 370 Crossing be liable for monetary damages in connection with such failure except as set forth below.

(c) Notwithstanding the foregoing, Dierbergs 370 Crossing agrees that if substantial completion of the Dierbergs FL Project does not occur by December 31, 2026, the District shall have the right to cancel any District Obligations held by Dierbergs 370 Crossing (or an affiliate thereof) and modify the terms of this Agreement and the Trust Indenture without the consent of Dierbergs 370 Crossing (or any affiliate thereof).

**ARTICLE V.
DISTRICT PROJECT**

Section 5.1 Design and Construction of District Project; Advancement of Costs.

(a) All costs advanced by FLLH with respect to the South District Project have been approved for reimbursement and are evidenced by a portion of the Outstanding Obligations.

(b) The Parties acknowledge and agree that the North District Project has been partially completed by Millstone, as the District’s agent. All costs previously advanced by Millstone with respect to the North District Project have been approved for reimbursement and are evidenced by a portion of the Outstanding Obligations. The Parties further acknowledge and agree that Millstone, as the District’s agent, anticipates incurring additional costs in connection with the North District Project in an amount not to exceed \$500,000. Millstone shall advance all costs and expenses necessary for completion of the North District Project. All such funds so advanced shall be subject to reimbursement as a Reimbursable Project Cost solely as provided for in this Agreement. Millstone shall design and construct all aspects of the North District Project in accordance with plans approved by the City as required.

(c) Dierbergs 370 Crossing, as the District’s agent, shall design and construct all aspects of the Dierbergs District Project in accordance with plans approved by the City as required. Dierbergs 370 Crossing shall advance all costs and expenses necessary for completion of the Dierbergs District Project. All such funds so advanced shall be subject to reimbursement as a Reimbursable Project Cost solely as provided for in this Agreement.

Section 5.2 Application of Prevailing Wage, Public Bidding and Other Laws.

(a) To the extent that prevailing wage, public bidding, or other requirements of federal, State and local laws, codes and regulations apply to any portion of the District Project, the Developers and

Dierbergs 370 Crossing, as applicable, covenant and agree to take all such actions as are necessary to comply with such laws, regulations or requirements, and the District shall cooperate with the Developers and Dierbergs 370 Crossing, as applicable, to the extent required to comply with the foregoing requirements. The Developers and Dierbergs 370 Crossing, as applicable, shall indemnify and hold harmless the District from any liability resulting to the District from failure of such Party, or their contractor or subcontractor to pay prevailing wages or to otherwise comply with any public bidding or other requirements of federal, State and local laws, codes and regulations that apply to their applicable portion of the District Project.

(b) Simultaneously with the execution of this Agreement, the Developers and Dierbergs 370 Crossing shall each provide the District with an affidavit, in substantially the form of Exhibit G, and, if such party has any employees as of such date, documentation meeting the requirements of Section 285.530 of the Revised Statutes of Missouri.

Section 5.3 Reimbursements Limited to Reimbursable Project Costs; Right to Substitute.

(a) Costs incurred by the Developers or Dierbergs 370 Crossing in connection with their applicable portion of the District Project will be eligible for reimbursement upon submission by the applicable Party, and acceptance by the District, of a Certificate of Reimbursable Project Costs, as set forth below.

(b) Each of Developer and Dierbergs 370 Crossing, as applicable, may submit to the District no more frequently than once per month, a Certificate of Reimbursable Project Costs in substantially the form attached as Exhibit C, attached hereto and incorporated by reference herein, with respect to their applicable portion of the District Project. Said certificate shall be accompanied by itemized invoices, receipts or other information that will demonstrate to the District's satisfaction that any cost has been incurred and qualifies for reimbursement pursuant to this Agreement.

(c) The Parties acknowledge and agree that Reimbursable Project Costs incurred by the Developers and approved by the District as of the Effective Date have totaled \$2,754,165.63 plus accrued interest (the "Approved Reimbursable Project Costs to Date"). Future Reimbursable Project Costs incurred by Millstone and approved by the District following the Effective Date shall be limited to the maximum of \$500,000 plus accrued interest, provided, that such maximum shall be reduced on a dollar for dollar basis by the amount of any reimbursement of such costs by Millstone Weber LLC (or an affiliate thereof) related to the North District Project and reimbursement of costs related to letter of credit fees. Millstone agrees and covenants to promptly notify the other Parties hereto of any such reimbursement upon receipt. The maximum Reimbursable Project Costs that may be incurred by Dierbergs 370 Crossing and approved by the District shall equal the total amount of reimbursement shown on Exhibit B, less the Approved Reimbursable Project Costs to Date, less the actual future Reimbursable Project Costs incurred by Millstone and approved by the District (not to exceed \$500,000) plus Costs of Issuance and accrued interest, but shall be adjusted as described in the immediately following sentence. Notwithstanding the foregoing, the maximum Reimbursable Project Costs that may be incurred by Dierbergs 370 Crossing shall be increased on a dollar for dollar basis by the amount by which the maximum amount of costs authorized to be reimbursed from District Revenues under the Petition is increased as described in Section 7.4(d) hereof. The Developers and Dierbergs 370 Crossing shall also be entitled to reimbursement for any Operating Costs advanced.

(d) The District shall notify a Developer or Dierbergs 370 Crossing, as applicable, in writing within thirty (30) days after each submission of its approval or disapproval of the costs identified in each Certificate of Reimbursable Project Costs. If the District determines that any cost identified as a Reimbursable Project Cost is not a Reimbursable Project Cost under this Agreement or the CID Act, the

District shall so notify the applicable Party in writing within thirty (30) days after the submission, identifying the ineligible cost and the basis for determining the cost to be ineligible. Such Party shall then have the right to identify and substitute other costs as Reimbursable Project Costs, which shall be included with a supplemental application for payment submitted within thirty (30) days after the District's notification of any ineligible costs. The District shall then review and notify the applicable Party in writing within thirty (30) days after submission of its approval or disapproval of the costs identified in the supplemental application for payment. Should the District not provide written notice of approval or disapproval of any Reimbursable Project Costs submitted within such thirty (30) day period, then such submittal shall be deemed approved for all other purposes of this Agreement.

(e) The Developers and Dierbergs 370 Crossing shall provide such information as the District may request, and shall make its applicable books and records available to the District in order for the District to confirm that any cost qualifies under this Agreement and has been incurred and paid by such Party. The District may retain such consultants as it deems necessary in connection with such review.

Section 5.4 Certificate of Substantial Completion.

(a) Promptly after substantial completion of all aspects of the North District Project in accordance with the provisions of this Agreement, Millstone will furnish to the District a Certificate of Substantial Completion so certifying. Promptly after substantial completion of all aspects of the Dierbergs District Project in accordance with the provisions of this Agreement, Dierbergs 370 Crossing will furnish to the District a Certificate of Substantial Completion so certifying.

(b) Upon acceptance of a Certificate of Substantial Completion by the District or upon the lapse of thirty (30) days after delivery thereof to the District without any written objections thereto, Millstone or Dierbergs 370 Crossing, as applicable, may record such Certificate of Substantial Completion with the County Recorder, and the same shall constitute evidence of the completion by Millstone or Dierbergs 370 Crossing, as applicable, of its portion of the District Project. The Certificate of Substantial Completion shall be in substantially the form attached as **Exhibit D**, attached hereto and incorporated by reference herein. Upon acceptance of such Certificate of Substantial Completion, Dierbergs 370 Crossing and the District shall work cooperatively to establish such documentation, in form and substance reasonably acceptable to the District and at Dierbergs 370 Crossing's sole cost and expense, as reasonably necessary to establish that portion of the Dierbergs District Project being financed with District Revenues as a public improvement for purposes of the CID Act.

ARTICLE VI. DISTRICT OBLIGATIONS

Section 6.1 Reimbursement of Costs; Issuance of District Obligations.

(a) The Parties acknowledge and agree that the District has issued, or caused to be issued, the Original Obligations to evidence the rights of the Developers to receive reimbursement for Approved Reimbursable Project Costs to Date, plus accrued interest and to pay Costs of Issuance related thereto. The Parties acknowledge and agree that the Original Obligations will be refinanced pursuant to the terms and provisions set forth in the Trust Indenture.

(b) The District agrees to reimburse the Developers and Dierbergs 370 Crossing for additional Reimbursable Project Costs by the issuance of District Obligations as provided herein and in the Trust Indenture. Nothing in this Agreement shall obligate the District to issue, cause to be issued or further endorse District Obligations for any cost that is not a Reimbursable Project Cost. The District Obligations

issued to reimburse the Developers and Dierbergs 370 Crossing for additional Reimbursable Project Costs shall be issued pursuant to the terms and provisions set forth in the Trust Indenture.

(c) Subject to the requirements of this Agreement, the District shall issue, or cause to be issued, the District Obligations in accordance with this Agreement, and otherwise in the form and substance provided in the Trust Indenture. Each of the District Obligations shall bear interest at a fixed rate per annum agreeable to the Developers and Dierbergs 370 Crossing, but not in excess of 10% and shall accrue interest from and after (i) with respect to any District Obligations issued to refund an outstanding District Obligation, the date of issuance of such District Obligations or (ii) with respect to any District Obligations issued to reimburse the Developers and Dierbergs 370 Crossing for additional Reimbursable Project Costs, the date of the District's acceptance of each applicable Certificate of Reimbursable Project Costs.

(d) The issuance of District Obligations to reimburse the Developers and Dierbergs 370 Crossing for additional Reimbursable Project Costs are subject to the following additional conditions:

(i) No District Obligations shall be endorsed until such time as the District has received and accepted a Certificate of Reimbursable Project Costs from a Developer or Dierbergs 370 Crossing, as applicable.

(ii) Within 15 business days after acceptance by the District of each Certificate of Reimbursable Project Costs, the District will request the Trustee to endorse the applicable series of the District Obligations in an amount equal to the approved Reimbursable Project Costs. Upon the acceptance by the District of a Certificate of Reimbursable Project Costs and the endorsement to the applicable series of the District Obligations as provided herein and the Trust Indenture, the following actions shall be deemed to have occurred: (A) the Developer or Dierbergs 370 Crossing, as applicable, have advanced funds necessary to purchase such District Obligations, (B) such funds have been deposited in a project fund created under the Trust Indenture for the District Project and (C) the District has reimbursed the Developer or Dierbergs 370 Crossing, as applicable, in full for such costs from the amounts deemed to be on deposit from time to time.

(e) The District may, from time to time, issue or cause to be issued District Obligations in an amount sufficient to refund all of the outstanding District Obligations pursuant to the Trust Indenture.

(f) Nothing contained in this Agreement shall be construed to prohibit the District from issuing more than one bond, issuing bonds in series or dividing any issue into one or more divisions, fixing different maturities or dates of such bonds, fixing different rates of interest, or prescribing different terms and conditions for bonds of the several series or divisions upon agreement of the Parties.

(g) The Parties acknowledge and agree that the Trust Indenture shall not be modified or supplemented without the written consent of the Parties hereto.

Section 6.2 Limited Obligations. The District Obligations shall be payable solely from the District Revenues or proceeds of the District Obligations and not from any other source. The District Obligations shall be the exclusive responsibility of the District, and shall not constitute a debt or liability or general obligation of the District, the City, the State or any agency or political subdivision thereof.

Section 6.3 Cooperation in the Issuance of District Obligations.

(a) The Developers and Dierbergs 370 Crossing each covenant to cooperate and take all reasonable actions necessary to assist the District, the Authority and its Bond Counsel, underwriters and financial advisors in the preparation of offering statements, private placement memoranda or other

disclosure documents, if any, and all other documents necessary to market and sell District Obligations, as appropriate. Neither the Developers nor Dierbergs 370 Crossing will not be required to disclose to the general public or any investor any proprietary or confidential financial information pertaining to the Developers, Dierbergs 370 Crossing or any tenant, but upon the execution of a confidentiality agreement acceptable to the Developers or Dierbergs 370 Crossing, as applicable, the Developers or Dierbergs 370 Crossing, as applicable, shall provide such information to the District, the Authority and its Bond Counsel, financial advisors, underwriter and their counsel to enable such parties to satisfy their due diligence obligations. Such compliance obligation shall be a covenant running with the land, enforceable as if any subsequent transferee thereof were originally a party to and bound by this Agreement.

(b) If the proceeds of the District Obligations or available District Revenues are insufficient to fund Costs of Issuance for such District Obligations, such unfunded amount shall be paid by Dierbergs 370 Crossing. All funds advanced by Dierbergs 370 Crossing pursuant to this subsection shall be considered a Reimbursable Project Cost.

Section 6.4 No Other Obligations or Uses of District Revenues. The District shall not issue any other indebtedness or obligations secured by the District Revenues other than the District Obligations provided for under this Agreement.

Section 6.5 Pledge of District Revenues. Upon the issuance of District Obligations, the District shall pledge all District Revenues on deposit in the Trust Fund (less the Annual Operating Fund Deposit) to the payment of debt service on the District Obligations in accordance with the terms of the Trust Indenture. Notwithstanding the foregoing, any pledge of the District Sales Tax Revenues shall be subject to annual appropriation by the District.

Section 6.6 Covenant to Request Annual Appropriation. The District agrees to cause the officer of the District at any time charged with the responsibility of formulating budget proposals to include in the budget proposal submitted to the District for each fiscal year that the District Obligations are outstanding, a request for an appropriation of District Sales Tax Revenues for application to the payment of District Obligations in accordance with this Agreement and the Trust Indenture.

ARTICLE VII. SPECIAL COVENANTS OF AND RELATING TO THE DISTRICT

Section 7.1 Records of the District.

(a) The District shall keep proper books of record and account in which full, true and correct entries will be made of all dealings or transactions of or in relation to its business affairs in accordance with generally accepted accounting principles consistently applied. The District shall, within 120 days after the end of each fiscal year, submit a report to the City and the Missouri Department of Economic Development stating the services provided, revenues collected and expenditures made by the District during such fiscal year, and copies of written resolutions approved by the Board of Directors during the fiscal year.

(b) The District shall make its books and records available to the City and will furnish to the City such information as it may reasonably request concerning the District, including such statistical and other operating information requested on a periodic basis, in order to determine whether the covenants, terms and provisions of this Agreement have been met. The City may retain such consultants as it deems necessary in connection with such review, the cost of which shall be an Operating Cost payable by the District in accordance with this Agreement. For that purpose, all pertinent books, documents and vouchers relating to the District's business, affairs and properties shall at all times during regular business hours be open to the inspection of such consultants (who may make copies of all or any part thereof provided that

the confidentiality of all records shall be maintained pursuant to such confidentiality agreements as the District reasonably requires).

Section 7.2 Covenants Related to the District. The Developers and Dierbergs 370 Crossing each covenant and agree as follows:

(a) The Developers and Dierbergs 370 Crossing shall each in good faith cooperate and assist the District by taking all reasonable actions necessary to cause District Sales Tax Revenues to be paid and deposited into the Trust Fund, including cooperation with the District and the Missouri Department of Revenue or the Authorized District Representative in the enforcement and collection of all such payments through all reasonable and ordinary means of enforcement.

(b) Each of the Developers and Dierbergs 370 Crossing agree that they will not challenge or seek to terminate the District Sales Tax or the District Special Assessment and each waive the right to file suit to set aside the District, the District Sales Tax or the District Special Assessment, or otherwise question the validity of the proceedings relating thereto. Notwithstanding the foregoing, the provisions of this subpart (b) shall not be construed in any way to limit the right of Developers or Dierbergs 370 Crossing (or their successors or assigns) to appeal or contest the assessed valuation of any property set or maintained by St. Charles County owned within the District.

(c) The Developers or Dierbergs 370 Crossing, as applicable, shall notify the District in writing of any sale, lease, transfer or other disposition of any real property within the District that is owned by such party (or a related entity), which notice shall be given within 15 days after the date of said sale, lease, transfer or other disposition. Said notice shall specify the name and address of the person or entity that acquired any or all of the real property located within the District and shall identify the real property sold, leased, transferred or otherwise disposed, whether by voluntary transfer or otherwise.

(d) Upon repayment of all District Obligations, the Developers and Dierbergs 370 Crossing shall cooperate to obtain approval of any petition for the termination of the District or the Fountain Lakes Commerce Center South Community Improvement District pursuant to the CID Act and this Agreement.

The Developers' and Dierbergs 370 Crossing's covenants in this Section shall run with the land to any purchaser, tenant or transferee of any of the Developers' or Dierbergs 370 Crossing's real property within the District. Upon execution of this Agreement, the Developers and Dierbergs 370 Crossing shall use reasonable efforts to specifically include the covenants in this Section in all deeds, leases and other instruments by which the Developers or Dierbergs 370 Crossing, as applicable, convey an interest in real property within the District.

Section 7.3 Annual Budget; Annual Financial Statements.

(a) For each fiscal year, the District shall, no earlier than one hundred eighty (180) days and no later than ninety (90) days prior to the first day of each fiscal year, submit a proposed budget for the upcoming fiscal year to the City, which shall be approved by the Board of Directors no later than thirty (30) days prior to the first day of each fiscal year. Each budget for the District shall generally be prepared in accordance with all applicable state statutes including Section 67.010, Revised Statutes of Missouri, as amended. The fiscal year of the District shall be the same as that of the City, which shall be a fiscal year beginning January 1 and ending December 31.

(b) If required pursuant to any agreement or other documents relating to the issuance of District Obligations, the District shall promptly provide copies of the annual audited financial statements of the District performed by an independent certified public accounting firm to all such parties as may be required pursuant to such agreement or documents.

Section 7.4 Governance of the District.

(a) The District's Board of Directors shall consist of five (5) members to be appointed by the Mayor with the consent of the City Council pursuant to the CID Act and the Petition.

(b) Each director must have all of the following characteristics:

(i) be a citizen of the United States;

(ii) be a Missouri resident for at least one year prior to appointment to the Board of Directors;

(iii) be at least eighteen (18) years of age; and

(iv) be either:

(A) an owner as defined in Section 67.1401.2(11) of the CID Act of real property located within the District (or a legally authorized representative thereof);

(B) a business operating within the District (or a legally authorized representative thereof); or

(C) a registered voter residing within the District.

(c) The Developers and Dierbergs 370 Crossing shall enter into an indenture or similar document, to be recorded against any property owned by the Developers (or any affiliate) within the District, providing that, so long as the District Obligations issued to Dierbergs 370 Crossing (or its affiliate) are outstanding, Dierbergs 370 Crossing shall have the right to designate at least one representative of Dierbergs 370 Crossing as the legally authorized representative of the Developers (or any subsequent property owner) for the purpose of appointment to the Board of Directors; such indenture or similar recorded document shall also provide that, upon repayment or refunding in full of the District Obligations issued to the Developers (or their affiliate), Dierbergs 370 Crossing have the right to designate representatives for appointment to the Board of Directors in sufficient number for such representatives of Dierbergs 370 Crossing to constitute a majority of members of the Board of Directors. The Developers agree to designate, and to assist in providing to the City the name of any Dierbergs 370 Crossing designated representative for appointment to the Board of Directors pursuant to the CID Act.

(d) The Developers agree to execute, or cause any affiliate which owns real property within the boundaries of the District to execute, an amendment to the Petition in the form of that attached hereto as Exhibit I (the "**2025 Petition Amendment**") that increases the maximum amount of Reimbursable Project Costs eligible for reimbursement with respect to the District Project generally, and the Dierbergs District Project in particular, by a minimum of \$500,000 over the maximum amount of such costs eligible for reimbursement as of the date hereof. Dierbergs 370 Crossing shall be responsible for payment of all costs incurred in connection with any amendment to the Petition. Following submittal of the 2025 Petition Amendment, the Developers agree to, at the reasonable request of Dierbergs 370 Crossing, indicate or express, to the City of St. Charles or any official thereof, their support for the 2025 Petition Amendment

and cooperate with respect to approval of the same, provided that such cooperation shall not require any Developers to incur costs, except for those which may be reimbursed by Dierbergs 370 Crossing.

ARTICLE VIII. DEFAULTS AND REMEDIES

Section 8.1 Events of Default. If any Party fails in the performance of any covenant, agreement or obligation imposed or created by this Agreement, and such default continues for 60 days after a non-defaulting Party has given written notice to the defaulting Party specifying such default and an opportunity to cure, such event shall constitute an Event of Default under this Agreement.

Section 8.2 Remedies on Default. If any Event of Default has occurred and is continuing, then any non-defaulting Party may, upon its election or at any time after its election while such default continues, by mandamus or other suit, action or proceedings at law or in equity, enforce its rights against the defaulting Party and its officers, agents and employees, and may require and compel duties and obligations required by the provisions of this Agreement.

Section 8.3 Rights and Remedies Cumulative. The rights and remedies reserved by the Parties under this Agreement and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Parties shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and each Party hereby waives the right to raise such defense in any proceeding in equity.

Section 8.4 Waiver of Breach. No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of Default, a non-defaulting Party may nevertheless accept from the defaulting Party, any payment or payments without in any way waiving the non-defaulting Party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting Party.

Section 8.5 Excusable Delays. No Party shall be deemed to be in default of this Agreement because of Excusable Delays; provided, an Excusable Delay shall not be deemed to exist (a) as to any matter that could have been avoided by the exercise of due care, (b) as to any matter initiated or unreasonably sustained by the Party claiming the Excusable Delay, and (c) unless the Party claiming the Excusable Delay provides written notice to the other Parties within thirty (30) days after such Party has actual notice of the claimed event.

ARTICLE IX. MISCELLANEOUS

Section 9.1 Effective Date. This Agreement shall become effective on the Effective Date.

Section 9.2 Binding Nature of Agreement. The Parties hereto acknowledge and agree that, as of the Effective Date, all of the terms of this Agreement, are legal, binding and enforceable obligations of the Parties and any permitted successors and assigns, as of such date.

Section 9.3 Release and Indemnification.

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

(b) No recourse shall be had for any claim based upon any representation, obligation, covenant or agreement in this Agreement maintained against any past, present or future elected official, officer, member, employee, director or agent of the District, or of any successor thereto, as such, either directly or through the District, or any successor thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such elected officials, officers, members, employees, directors or agents as such is hereby expressly waived and released as a condition of, and consideration for, the execution of this Agreement.

Section 9.4 Successors and Assigns.

(a) This Agreement shall be binding on and shall inure to the benefit of the parties named herein and their respective successors and assigns.

(b) Prior to substantial completion of the District Project, this Agreement may not be assigned without the District's prior written consent, unless such assignment is (i) made for the purpose of a collateral assignment by either Developer or Dierbergs 370 Crossing to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the District Project, or (ii) made by the transferee of any such collateral assignment to transfer such interest by foreclosure or transfer in lieu of foreclosure under such collateral assignment; provided that the Developers or Dierbergs 370 Crossing, as applicable, shall remain liable hereunder for substantial completion of their applicable portion of the District Project and shall be released from such liability hereunder only upon the District's determination that the proposed transferee has the ability to complete and operate the applicable portion of the District Project in accordance with this Agreement. Such a determination shall be based on the financial ability and previous experience of the proposed transferee. The District's prior written consent shall not be required for an assignment by the Developer or Dierbergs 370 Crossing, as applicable, after substantial completion of their applicable portion of the District Project.

(c) Except for assignments made under **Section 9.4(b)** above, no assignment shall be effective unless the transferee executes and delivers to the District a transferee certificate in substantially similar form to **Exhibit E** attached hereto.

Section 9.5 Modification. The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement among the Parties. Any modification to this Agreement as approved shall be attached hereto and incorporated by reference herein.

Section 9.6 Notices. Notices required by this Agreement shall be deemed given if deposited in the United States mail, first class, postage prepaid and addressed as hereinafter specified.

(a) To the North District at:

Fountain Lakes Commerce Center North Community Improvement District
c/o Millstone Capital Advisors, LLC
P.O. Box 16070
St. Louis, Missouri 63105
Attention: Chairman
E-mail: rmillstone@millstoneca.com
Telephone: (314) 450-7799

With a copy to:

Hamilton Weber LLC
200 North Third Street
St. Charles, Missouri 63301
Attention: John Young, Esq.
E-mail: jyoung@hamiltonweber.com
Telephone: (636) 947-4700

(b) To the Developers at:

Fountain Lakes Land Holding, LLC and The Millstone Company
c/o Millstone Capital Advisors, LLC
P.O. Box 16070
St. Louis, Missouri 63105
Attention: Robert D. Millstone
E-mail: rmillstone@millstoneca.com
Telephone: (314) 450-7799

With a copy to:

Thompson Coburn LLP
One US Bank Plaza
St. Louis, Missouri 63101
Attention: Deborah K. Rush
E-mail: drush@thompsoncoburn.com
Telephone: (314) 552-6193

(c) To Dierbergs 370 Crossing at:

Dierbergs 370 Crossing, LLC
c/o Dierbergs Markets, Inc.
16690 Swingley Ridge Road, Suite 400
Chesterfield, Missouri 63017
Attention: Brent C. Beumer
E-mail: beumerb@dierbergs.com
Telephone: (636) 812-1364

With a copy to:

Husch Blackwell LLP
8001 Forsyth Boulevard, Suite 1500
St. Louis, Missouri 63105
Attention: Jonathan W. Giokas
E-mail: jonathan.giokas@huschblackwell.com
Telephone: (314) 480-1713

or to such other address with respect to any Party as that Party may, from time to time, designate in writing and forward to the other.

Section 9.7 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 9.8 Validity and Severability. It is the intention of the Parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of the State, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement is deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

Section 9.9 Execution of Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 9.10 Attorney's Fees. In the event any party hereto brings an action or proceeding for any alleged breach or default, or for any other acts arising out of this Agreement, the prevailing party(ies) to such action shall be entitled to an award of all of its (their) costs, including reasonable attorney's fees, and any court costs incurred in said action or proceeding in addition to other damages or relief awarded, regardless of whether or not final judgment is entered in such action or proceeding.

*[The remainder of this page has intentionally been left blank;
signature pages and exhibits follow.]*

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



(SEAL)

**FOUNTAIN LAKES COMMERCE CENTER
NORTH COMMUNITY IMPROVEMENT
DISTRICT**

By: *Robert D. Millstone*
Robert D. Millstone, Chairman

ATTEST:

Steve Garlock
Steve Garlock, Secretary

ACKNOWLEDGMENT

STATE OF MISSOURI)
COUNTY OF St. Charles) SS.

On this 30th day of May, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert D. Millstone, Chairman, of the FOUNTAIN LAKES COMMERCE CENTER NORTH COMMUNITY IMPROVEMENT DISTRICT, a Missouri community improvement district, known to me to be the person who executed the forgoing agreement on behalf of said district by authority of its Board of Directors and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Debra M. Schertzer
Notary Public


My Commission Expires

5/17/2029

(SEAL)



THE MILLSTONE COMPANY

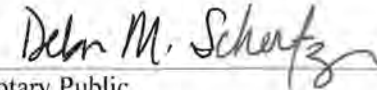
By: 
Robert D. Millstone, President

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF St. Charles)

On this 30th day of May, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert D. Millstone, President of THE MILLSTONE COMPANY, a Missouri corporation, known to me to be the person who executed the foregoing agreement in behalf of said corporation by authority of its Board of Directors, and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.



Notary Public

My Commission Expires
5/17/2029

(SEAL)



FOUNTAIN LAKES LAND HOLDING, LLC

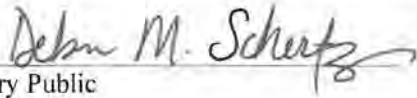
By: 
Robert D. Millstone, Manager

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF St. Charles)

On this 30th day of May, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert D. Millstone, Manager of FOUNTAIN LAKES LAND HOLDING, LLC, a Missouri limited liability company, known to me to be the person who executed the foregoing agreement in behalf of said company by authority of its members, and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.


Notary Public

My Commission Expires
5/17/2029

(SEAL)



DIERBERGS 370 CROSSING, LLC,
a Missouri limited liability company

By: Dierbergs Investment Corp., a Missouri
corporation

By: 
Brent C. Beumer, Vice President

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF St. Louis)

On this 25th day of July, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Brent C. Beumer, Vice President of Dierbergs Investment Corp., a Missouri corporation, the managing member of DIERBERGS 370 CROSSING, LLC, a Missouri limited liability company, known to me to be the person who executed the foregoing agreement in behalf of said company by authority of its members, and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.



Notary Public

My Commission Expires
09.02.2025



(SEAL)

EXHIBIT A

LEGAL DESCRIPTION OF THE DISTRICT PROPERTY



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South 78 degrees 29 minutes 55 seconds East 258.74 feet to a point in the East line of aforesaid Lot 1 of "Park South of 370"; thence along said East line of Lot 1 the following courses and distances; North 11 degrees 30 minutes 05 seconds East 68.87 feet; along a curve to the left whose chord bears North 07 degrees 10 minutes 22 seconds West 346.44 feet and whose radius point bears North 78 degrees 29 minutes 55 seconds West 541.00 feet from the last mentioned point, an arc distance of 352.65 feet; North 25 degrees 50 minutes 50 seconds West 135.51 feet; along a curve to the left whose chord bears North 43 degrees 50 minutes 31 seconds West 102.57 feet and whose radius point bears South 64 degrees 09 minutes 10 seconds West 166.00 feet from the last mentioned point, an arc distance of 104.27 feet; North 61 degrees 50 minutes 13 seconds West 5.00 feet; along a curve to the right whose chord bears North 56 degrees 19 minutes 35 seconds West 11.33 feet and whose radius point bears North 28 degrees 09 minutes 47 seconds East 59.00 feet from the last mentioned point, an arc distance of 11.35 feet; and North 50 degrees 48 minutes 57 seconds West 96.97 feet to a point in the Southern right-of-way line of Missouri State Route 370, said point being 150.00 feet perpendicularly distant South of Missouri State Route 370 Centerline Station 336+32.00; thence along said Southern right-of-way line the following courses and distances; along a curve to the right whose chord bears South 81 degrees 54 minutes 32 seconds East 64.44 feet and whose radius point bears South 07 degrees 24 minutes 40 seconds West 2714.79 feet from the last mentioned point, an arc distance of 64.44 feet; South 76 degrees 12 minutes 45 seconds East 283.81 feet; South 72 degrees 41 minutes 09 seconds East 240.01 feet; South 62 degrees 05 minutes 07 seconds East 89.90 feet; thence leaving the said Southern right-of-way line, North 21 degrees 45 minutes 01 seconds East 380.81 feet to a point on the Northern right-of-way line of said Missouri State Route 370; thence along the said Northern right-of-way line of Missouri State Route 370, the following courses and distances, South 79 degrees 52 minutes 43 seconds East 650.48 feet; and North 64 degrees 40 minutes 33 seconds East 131.02 feet to the West right-of-way line of New Town Boulevard (formerly Elm Street); thence leaving the said West right-of-way line of New Town Boulevard (formerly Elm Street); North 86 degrees 57 minutes 10 seconds East 123.71 feet to the East edge of pavement of New Town Boulevard (formerly Elm Street); thence along said East edge of pavement, South 03 degrees 02 minutes 50 seconds East 88.40 feet to the North edge of pavement of Missouri State Highway 370 Exit Ramp; thence along the said North edge of pavement the following courses and distances, and along a curve to the left whose chord bears South 37 degrees 21 minutes 12 seconds East 67.63 feet and whose radius point bears North 86 degrees 57 minutes 02 seconds East 60.00 feet from the last mentioned point an arc distance of 71.85 feet; South 71 degrees 39 minutes 34 seconds East 76.00 feet; along a curve to the left whose chord bears South 65 degrees 26 minutes 20 seconds East 160.24 feet and whose radius point bears South 19 degrees 51 minutes 25 seconds West 976.93 feet from the last mentioned point, an arc distance of 160.42 feet; South 48 degrees 37 minutes 53 seconds East 68.25 feet; along a curve to the left whose chord bears South 55 degrees 04 minutes 36 seconds East 56.99 feet and whose radius point bears South 33 degrees 13 minutes 52 seconds West 964.93 feet from the last mentioned point, an arc distance of 57.00 feet; South 55 degrees 59 minutes 47 seconds East 43.89 feet; South 53 degrees 23 minutes 04 seconds East 555.34 feet; along a curve to the left whose chord bears South 54 degrees 23 minutes 56 seconds East 40.14 feet and whose radius point bears North 36 degrees 36 minutes 55 seconds East 1133.92 feet from the last mentioned point, an arc distance of 40.15 feet; South 54 degrees 35 minutes 20 seconds East 53.01 feet; along a curve to

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St. Charles, MO 63301
636-928-5552 FAX 928-1718



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the right whose chord bears South 64 degrees 06 minutes 55 seconds East 238.56 feet and whose radius point bears North 31 degrees 54 minutes 44 seconds East 1135.92 feet from the last mentioned point, an arc distance of 239.00 feet; and South 70 degrees 08 minutes 38 seconds East 492.39 feet; thence leaving the said North edge of pavement of Missouri State Highway 370 Exit Ramp; South 19 degrees 51 minutes 22 seconds West 219.00 feet to a point on the South right-of-way line of Missouri State Highway 370; thence along the said South right-of-way line of Missouri State Highway 370, the following courses and distances, North 70 degrees 08 minutes 38 seconds West 365.86 feet; and North 77 degrees 35 minutes 20 seconds West 304.53 feet to a point on the North line of "Knobbe Subdivision", a subdivision according to the plat recorded in Plat Book 35, Page 97 of the St. Charles County Records; thence along the said North and West lines of said "Knobbe Subdivision", the following courses and distances, North 88 degrees 49 minutes 59 seconds West 624.63 feet; South 30 degrees 35 minutes 41 seconds East 105.45 feet; and South 60 degrees 49 minutes 44 seconds West 81.38 feet to a point on the Northeast right-of-way line of Elm Street, variable width; thence South 60 degrees 51 minutes 21 seconds West 140.00 feet, said point being on the Southwest right-of-way line of said Elm Street; thence along said Southwest right-of-way line of Elm Street, along a curve to the left whose chord bears South 29 degrees 20 minutes 34 seconds East 13.94 feet and whose radius point bears North 60 degrees 51 minutes 21 seconds East 2009.86 feet from the last mentioned point, an arc distance of 13.94 feet to a point in the Northwest line of "Resubdivision of Lot 19 of 'Fountain Lakes Commerce Center Plat Four'", a subdivision according to the plat thereof as recorded in Plat Book 40 Page 126 of said records; thence along the Northwest, Southwest and Southeast lines of said plat the following courses and distances; South 59 degrees 04 minutes 01 seconds West 99.86 feet; South 63 degrees 17 minutes 02 seconds West 100.05 feet; South 33 degrees 04 minutes 33 seconds East 622.57 feet; and North 57 degrees 29 minutes 00 seconds East 68.79 feet to a point in the Southwest line of Millstone Corporate Drive (80' wide); thence along said Southwest line, South 31 degrees 24 minutes 21 seconds East 74.96 feet to a point in the Northwest line of Lot 20 of "Fountain Lakes Commerce Center Plat Four", a subdivision according to the plat thereof as recorded in Plat Book 39 Page 65 of the said records; thence along said Northwest line of Lot 20, South 59 degrees 00 minutes 21 seconds West 5.68 feet and South 65 degrees 20 minutes 56 seconds West 34.70 feet to a point in the Southwest line of said Lot 20; thence along said Southwest line of Lot 20 and Lot 21 of said "Fountain Lakes Commerce Center Plat Four", South 52 degrees 59 minutes 50 seconds East 516.71 feet to a point in the Northwest line of aforesaid Lot 22 of "Fountain Lakes Commerce Center Plat Five"; thence along said Northwest line, South 39 degrees 56 minutes 06 seconds West 198.86 feet to the POINT OF BEGINNING and containing 149.296 acres according to calculations by Bax Engineering Company during January, 2015.



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St. Charles, MO 63301
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EXHIBIT B

DESCRIPTION OF DISTRICT PROJECT AND ESTIMATED REIMBURSABLE PROJECT COSTS

The District Project consists generally of the following: (a) street, roadway and bridge improvements within the boundaries of the District Property, including potential future improvements to the interchange of Route 370 and New Town Boulevard/Elm Street; (b) accompanying site preparation, grading, drainage and detention, pavement, curb, gutter, sidewalk, sanitary water systems, stormwater facilities, utilities, signing, striping, lighting, landscaping, irrigation and other similar or related improvements; (c) relocation, construction of retention and detention facilities including accompanying site preparation and grading; (d) removal and relocation of gas and/or oil pipelines; and (e) accompanying professional fees including, without limitation, engineering (civil, traffic, road design, and geotechnical), surveying, soil testing, legal, title, appraisals, architectural and administrative (project management, contract administration and administration of the District). Upon approval of the 2025 Petition Amendment, the District Project shall also include such other improvements and services as provided in the 2025 Petition Amendment.

The District Project may include improvements to the interchange of Route 370 and New Town Boulevard/Elm Street. In such case, prior to submission of a Certificate of Reimbursable Project Costs, the District and the applicable developer shall set forth, in writing, the obligations of the applicable developer with regard to the financing of the improvements to such interchange.

As of the Effective Date, the updated cost of the District Project is estimated to be \$4,211,974.38, exclusive of interest, reserves and costs of issuing the District Obligations.

EXHIBIT C

CERTIFICATE OF REIMBURSABLE PROJECT COSTS

To: Chairman, Fountain Lakes Commerce Center North Community Improvement District

Re: Certificate of Reimbursable Project Costs - the [North][Dierbergs] District Project

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Development Agreement, dated July 25, 2025 (the "Agreement"), by and among the Fountain Lakes Commerce Center North Community Improvement District (the "District"), The Millstone Company ("Millstone"), Fountain Lakes Land Holding, LLC ("FLLH") and Dierbergs 370 Crossing, LLC ("Dierbergs 370 Crossing"). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on Schedule 1 attached hereto is a Reimbursable Project Cost and was incurred in connection with the construction of the [North][Dierbergs] District Project.
2. These Reimbursable Project Costs have been paid by the [Millstone] [Dierbergs 370 Crossing] and are reimbursable under the Agreement and the CID Act.
3. Each item listed on Schedule 1 has not previously been paid or reimbursed from money derived from the District Revenues and no part thereof has been included in any other certificate previously filed with the District.
4. There has not been filed with or served upon the [Millstone] [Dierbergs 370 Crossing] 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 request, except to the extent any such lien is being contested in good faith.
5. All necessary permits and approvals required for the work for which this certificate relates have been issued and are in full force and effect.
6. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.
7. If any cost item to be reimbursed under this Certificate is deemed not to constitute a Reimbursable Project Cost within the meaning of the Agreement and the CID Act, the [Millstone] [Dierbergs 370 Crossing] shall have the right to substitute other eligible Reimbursable Project Costs for payment hereunder.
8. The [Millstone] [Dierbergs 370 Crossing] is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes an Event of Default by the [Millstone] [Dierbergs 370 Crossing] under the Agreement.
9. All of the [Millstone's] [Dierbergs 370 Crossing's] representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this ____ day of _____, 20__.

[THE MILLSTONE COMPANY

By: _____
Robert D. Millstone, President]

[DIERBERGS 370 CROSSING, LLC,
a Missouri limited liability company

By: Dierbergs Investment Corp.,
a Missouri corporation

By: _____
Brent C. Beumer, Vice President]

Approved for Payment this ____ day of _____, 20__ :

FOUNTAIN LAKES COMMERCE CENTER NORTH
COMMUNITY IMPROVEMENT DISTRICT

By: _____
Chairman

SCHEDULE 1 TO CERTIFICATE OF REIMBURSABLE PROJECT COSTS

Itemization of Reimbursable Expenses

Description	Payee	Amount
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EXHIBIT D

CERTIFICATE OF SUBSTANTIAL COMPLETION

To: Chairman, Fountain Lakes Commerce Center North Community Improvement District

Re: Certificate of Substantial Completion - the [North][Dierbergs] District Project

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Development Agreement, dated July 25, 2015 (the "Agreement"), by and among the Fountain Lakes Commerce Center North Community Improvement District (the "District"), The Millstone Company ("Millstone"), Fountain Lakes Land Holding, LLC ("FLLH") and Dierbergs 370 Crossing, LLC ("Dierbergs 370 Crossing"). In connection with said Agreement, the undersigned hereby states and certifies that:

1. As of _____, 20___, the [North][Dierbergs] District Project (as that term is defined in the Agreement) has been substantially completed in accordance with the Agreement.
2. All work associated with the [North][Dierbergs] District Project has been performed in a workmanlike manner and in accordance with the construction plans.
3. Lien waivers for applicable portions of the work associated with the [North][Dierbergs] District Project have been obtained.
4. This Certificate of Substantial Completion is accompanied by the project architect's certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as Appendix A and by this reference incorporated herein), certifying that the [North][Dierbergs] District Project has been substantially completed in accordance with the Agreement.
5. This Certificate of Substantial Completion is being issued by the [Millstone] [Dierbergs 370 Crossing] to the District in accordance with the Agreement to evidence the [Millstone's] [Dierbergs 370 Crossing's] satisfaction of all obligations and covenants with respect to the [North][Dierbergs] District Project.
6. This Certificate of Substantial Completion is further accompanied by a sworn affidavit and supporting documentation affirming the [Millstone's] [Dierbergs 370 Crossing's] participation in a qualified work authorization program pursuant to Section 285.530 of the Revised Statutes of Missouri, as amended.
7. The District's acceptance (below) or the District's failure to object in writing to this Certificate within thirty (30) days of the date of delivery of this Certificate to the District (which written objection, if any, must be delivered to the [Millstone] [Dierbergs 370 Crossing] prior to the end of such 30-day period), and the recordation of this Certificate with the County Recorder, shall evidence the satisfaction of the [Millstone's] [Dierbergs 370 Crossing's] agreements and covenants to perform the [North][Dierbergs] District Project.

This Certificate may be recorded by the [Millstone] [Dierbergs 370 Crossing] in the office of the County Recorder. This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

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

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

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

[THE MILLSTONE COMPANY

By: _____
Robert D. Millstone, President]

[DIERBERGS 370 CROSSING, LLC,
a Missouri limited liability company

By: Dierbergs Investment Corp.,
a Missouri corporation

By: _____
Brent C. Beumer, Vice President]

DELIVERY ACCEPTED

FOUNTAIN LAKES COMMERCE CENTER
NORTH COMMUNITY IMPROVEMENT DISTRICT

By: _____
Chairman

(Insert Notary Form(s))
[Insert Legal Description]

EXHIBIT E

FORM OF TRANSFEREE CERTIFICATE

1. [*Transferee*] (the "Transferee") has purchased a portion of the District Property described in the Development Agreement, dated July 25, 2015 (the "Agreement"), by and among the Fountain Lakes Commerce Center North Community Improvement District (the "District"), The Millstone Company ("Millstone"), Fountain Lakes Land Holding, LLC ("FLLH") and Dierbergs 370 Crossing, LLC ("Dierbergs 370 Crossing") (the "Agreement") and desires that the [Millstone] [FLLH] [Dierbergs 370 Crossing] assign its interest in the Agreement to the Transferee.

2. The Transferee has received and reviewed copies of the Agreement and understands the terms and obligations stated therein.

3. The Transferee agrees to abide by the terms of the Agreement.

Dated this ____ day of _____, 20__.

[*TRANSFEREE*]

[Name], [Title]

EXHIBIT F

SITE PLAN - DIERBERGS FL PROJECT

VITRIFICATION SURVEY 1874

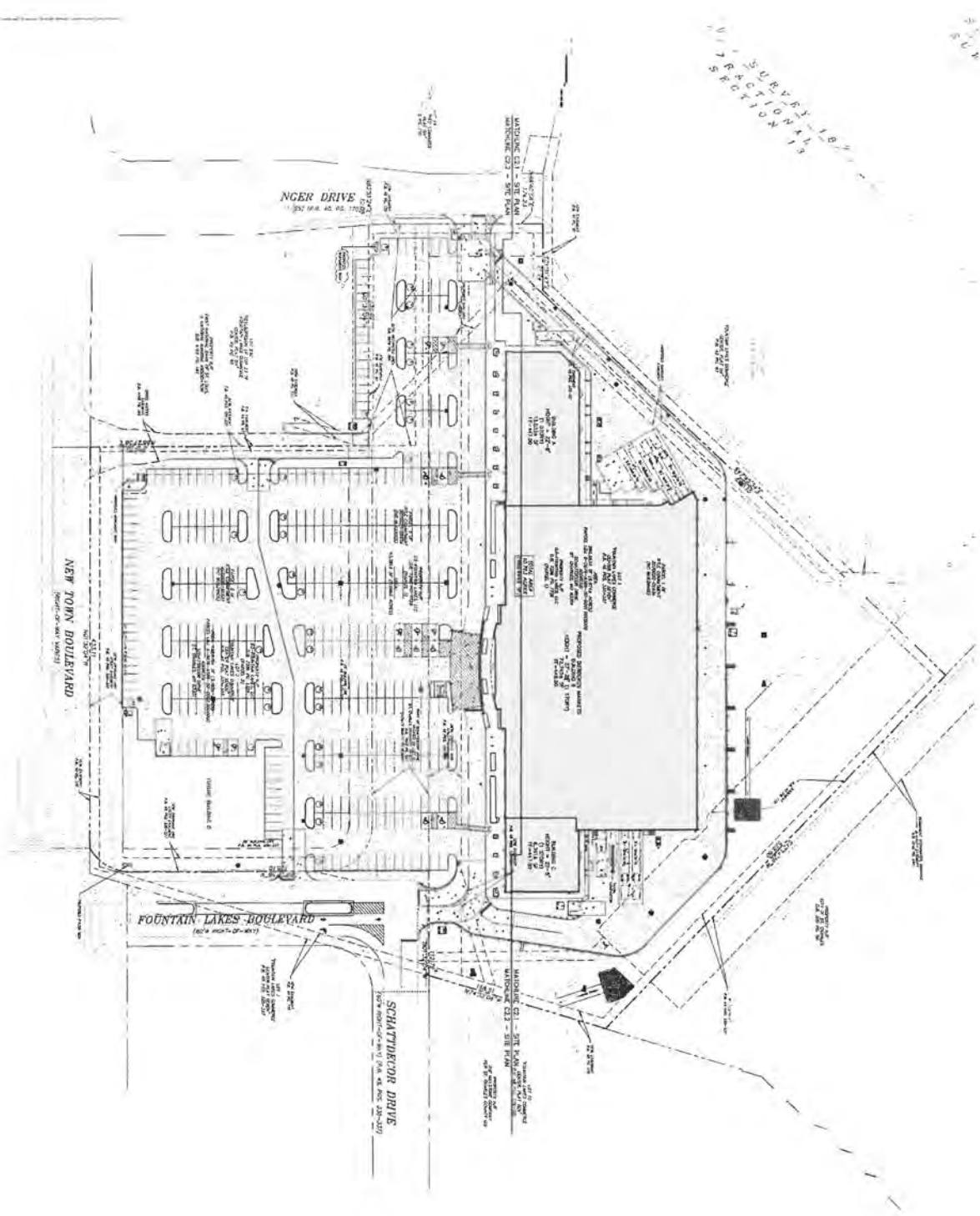


Exhibit F-2

MARKS, DIMENSIONS

1. ALL DIMENSIONS ARE IN FEET AND INCHES.

2. DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

3. DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

4. DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

5. DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

6. DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

7. DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

8. DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

9. DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

10. DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

ORIGINAL SITE PLAN

C2.0

DATE: 08/14/2018

PROJECT: DIERBERGS MARKETS

SCALE: AS SHOWN

DESIGNED BY: [Name]

CHECKED BY: [Name]

APPROVED BY: [Name]

Dierbergs

DIERBERGS MARKETS - DIERBERGS 370 CROSSING
 MARKET AT 370
 NEW TOWN BOULEVARD
 ST. CHARLES, MO 63303

CASCO CIVIL

EXHIBIT G

AFFIDAVIT

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned, am over the age of 18 years and have personal knowledge of the matters stated herein.

I am a duly authorized officer of _____, a Missouri _____ (the "Developer"), and am authorized by the Developer to attest to the matters set forth herein.

[*The Developer has no employees. Prior to hiring any employees, the Developer will enroll and participate in a "federal work authorization program" as defined in Section 285.525 of the Revised Statutes of Missouri, as amended.]*[*I hereby affirm the Developer's enrollment and participation in a "federal work authorization program" as defined in Section 285.525 of the Revised Statutes of Missouri, as amended.]

The Developer does not knowingly employ any person who is an "unauthorized alien" as defined in Section 285.525 of the Revised Statutes of Missouri, as amended.*]

Further Affiant Sayeth Not.

By: _____
Name: _____
Title: _____

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public

My commission expires on: _____

EXHIBIT H

INDENTURE

(See Tab No. 1 of the Transcript of Proceedings for The Industrial Development Authority of St. Charles County, Missouri, Special Assessment and Sales Tax Refunding Revenue Bonds, Series 2025A (Fountain Lakes Commerce Center North Community Improvement District Project), Special Assessment and Sales Tax Revenue Bonds, Series 2025B (Fountain Lakes Commerce Center North Community Improvement District Project), and Special Assessment and Sales Tax Revenue Bonds, Series 2025C (Fountain Lakes Commerce Center North Community Improvement District Project))

EXHIBIT I

2025 PETITION AMENDMENT

**AMENDMENT TO PETITION FOR ESTABLISHMENT OF THE
FOUNTAIN LAKES COMMERCE CENTER NORTH
COMMUNITY IMPROVEMENT DISTRICT**

COME NOW the undersigned (each a "*Petitioner*" and collectively, the "*Petitioners*") and submit to the City of St. Charles, Missouri:

The undersigned are the owners of record of more than fifty percent (50%) according to: (a) the assessed value of all real property within the hereinafter described community improvement district; and (b) per capita of all owners of real property within the hereinafter described community improvement district. Petitioner hereby files this Amendment to Petition for Establishment of the Fountain Lakes Commerce Center North Community Improvement District (this "*Amendment*") for the purpose of amending that certain Petition for Establishment of the Fountain Lakes Commerce Center North Community Improvement District, which was received by the City Clerk of the City of St. Charles, Missouri on July 29, 2008 (the "*Initial Petition*"), as amended by the Petition to Add Real Property to the Fountain Lakes Commerce Center North Community Improvement District, received by the City on April 2, 2015 (the "*Addition Petition*" and together with the Initial Petition, the "*Original Petition*," and as amended hereby, the "*Petition*"), to establish the Fountain Lakes Commerce Center North Community Improvement District (the "*District*") pursuant to the authority of Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended. A copy of the Addition Petition is attached as Appendix 1. The Original Petition and the Addition Petition are hereby amended as follows:

1. Notwithstanding any other provision of the Original Petition and the Addition Petition, including, but not limited to, the Five-Year Plan attached thereto as Exhibits B and C, respectively, the total amount of costs that may be paid, reimbursed, or financed by the District, exclusive of interest, reserves, and costs of issuance, shall not exceed \$4,711,974.38; provided, however, that at least \$1,457,808.75 of such amount (exclusive of interest, reserves, and costs of issuance) shall be used to reimburse Dierbergs 370 Crossing, LLC (or its permitted, successor, assign or designee) for costs incurred with respect to that portion of the Project related to the construction of a Dierbergs grocery store and associated retail within the District.
2. The following sentence is inserted at the conclusion of the first paragraph of the Five-Year Plan, which is attached to the Initial Petition as Exhibit B and the Addition Petition as Exhibit C:

"This Five-Year Plan is intended to satisfy the requirement set forth in Section 67.1421.2(2)(d), but is not intended to limit the powers of the District beyond those set forth in the Petition. Notwithstanding any other provision of this Five-Year Plan to the contrary, the District may provide services or construct

improvements related to the Project, or may finance costs related thereto, for a period of time that extends beyond the five-year period described in this Five-Year Plan.”

3. Section 3 of Exhibit B of the Initial Petition and Section 3 of Exhibit C of the Addition Petition are amended to delete the word “and” prior to item “(e)” and to include the following within the list of enumerated items that comprise the definition of the “Project” for purposes of the Petition:

“and (f) any other improvement or service that is permitted for reimbursement pursuant to the Petition and the CID Act.”

[Signatures on following pages]

**EXECUTION PAGE FOR AMENDMENT TO PETITION FOR ESTABLISHMENT
OF THE FOUNTAIN LAKES COMMERCE CENTER NORTH COMMUNITY
IMPROVEMENT DISTRICT**

Name of owner: _____
Owner's telephone number: _____
Owner's mailing address: _____

IF SIGNER IS DIFFERENT FROM OWNER:

Name of signer: _____
State basis of legal authority to sign: _____
Signer's telephone number: _____
Owner's mailing address: _____

If owner is an individual: Single Married
If owner is not an individual, entity type:
Corporation General Partnership
Limited Partnership Limited Liability Company
Partner Urban Redevelopment Corp.
Not-for-profit corporation Other _____

Map and parcel number: _____
Assessed value: _____

By executing this Petition, the undersigned represents and warrants that he/she is authorized to execute this Petition on behalf of the property owner named immediately above.

Date: _____ Signature: _____

STATE OF MISSOURI)
COUNTY OF _____)

Before me personally appeared _____, to me personally known to be the individual described in and who executed the foregoing instrument.

WITNESS my hand and official seal this ___ day of _____, 2025.

Notary Public

My Commission Expires:

Appendix I
Addition Petition

**PETITION TO ADD REAL PROPERTY TO THE
FOUNTAIN LAKES COMMERCE CENTER NORTH
COMMUNITY IMPROVEMENT DISTRICT
CITY OF ST. CHARLES, MISSOURI**

March 2015

**PETITION TO ADD REAL PROPERTY TO THE
FOUNTAIN LAKES COMMERCE CENTER NORTH
COMMUNITY IMPROVEMENT DISTRICT**

To the City of St. Charles, Missouri:

The undersigned (the "*Petitioners*"), being (1) the owners collectively owning more than fifty percent (50%) by assessed value of the real property to be added to the hereinafter described community improvement district (the "*Expanded District Area*"), and (2) more than fifty percent (50%) per capita of all owners of real property within the Expanded District Area. The Petitioners hereby file this Petition to Add Real Property to the Fountain Lakes Commerce Center North Community Improvement District (the "*Petition*") and request that the City of St. Charles, Missouri (the "*City*"), approve the addition of real property to the FOUNTAIN LAKES COMMERCE CENTER NORTH COMMUNITY IMPROVEMENT DISTRICT (the "*District*"), established on September 3, 2008, pursuant to Ordinance No. 08-185 of the City, pursuant to the authority of the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "*CID Act*").

- A. The name of the District is the Fountain Lakes Commerce Center North Community Improvement District.
- B. The legal description and boundary map of the Expanded District Area are set forth in Exhibit A, attached hereto and incorporated herein by reference.
- C. The legal description and boundary map of the entire District, including the Expanded District Area, are set forth in Exhibit B, attached hereto and incorporated herein by reference.
- D. A five-year plan stating a description of the purposes of the District in the Expanded District Area, the services the District will provide in the Expanded District Area, the improvements the District will make in the Expanded District Area and an estimate of costs of such services and improvements to be incurred is set forth in Exhibit C, attached hereto and incorporated herein by reference.
- E. The District was established as a political subdivision under the CID Act.
- F. The District is governed by a board of directors, consisting of five (5) directors, each of whom are "Owners," as that term is defined and used in Section 67.1401.2(11) of the CID Act, which are appointed by the Mayor of the City of St. Charles with the consent of the City Council, in accordance with Section 67.1451.5 of the CID Act.
- G. The total assessed value of all real property within the Expanded District Area is \$1,914,324.00.
- H. The Petitioners are not seeking a determination that the Expanded District Area, or any legally described portion thereof, is a "blighted area".

- I. The District has a minimum existence of twenty-five (25) years from September 3, 2008, the date that Ordinance No. 08-185 was adopted approving the Petition for Establishment of the Fountain Lakes Commerce Center North Community Improvement District. No plan for distribution of assets on dissolution may be approved unless the title to assets in the Expanded District Area is to be owned by the State of Missouri or a political subdivision of the State of Missouri.
- J. The District does not impose real property taxes or business license taxes within the boundaries of the District.
- K. The District imposes a sales and use tax (the "*Sales Tax*") at the rate of one percent (1%) on the receipts from the sales at retail of all tangible personal property or taxable services at retail within the District which are subject to taxation by the State of Missouri pursuant to Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, except that such Sales Tax does not apply to the sale or use of motor vehicles, trailers, boats or outboard motors, and sales to public utilities and providers of communications, cable or video services.
- L. The District imposes annual special assessments at the rate of One Dollar (\$1.00) per One Hundred Dollars (\$100.00) of assessed valuation on each parcel, unit or platted lot within the District. Interest and credit enhancement costs at a rate not to exceed 10% per annum on unpaid assessments and costs related to the issuance and administration of the District obligations in an amount not to exceed 0.5% per annum of unpaid assessments may also be assessed.
- M. Petitioners do not seek limitations on the borrowing capacity of the District in the Expanded District Area.
- N. Petitioners do not seek limitations on the revenue generation of the District in the Expanded District Area.
- O. Petitioners do not seek limitations on the powers of the District in the Expanded District Area.
- P. **THE SIGNATURES OF THE SIGNERS OF THIS PETITION MAY NOT BE WITHDRAWN LATER THAN SEVEN (7) DAYS AFTER THE FILING HEREOF WITH THE CITY CLERK.**

The Petitioners hereby respectfully request that the Expanded District Area be added to the District as set forth above.

Dated this 31st day of March, 2015.

PETITIONER:

NAME OF OWNER: Air Products and Chemicals, Inc.

TELEPHONE NUMBER: 610-481-4911

MAILING ADDRESS: 7201 Hamilton Blvd
Allentown, PA 18195

TYPE OF ENTITY: Delaware Corporation

NAME OF SIGNER: GARY D. KINSEY

**BASIS OF LEGAL
AUTHORITY TO SIGN:** REAL ESTATE MANAGER, IG-AMERICAS

TELEPHONE NUMBER: 610-481-4029

MAILING ADDRESS: 7201 HAMILTON BLVD, ALLENTOWN PA 18195

BOUNDARY MAP: Owner of record of 9.5 acres within the Expanded District Area.
(See Boundary Map attached hereto as Exhibit B).

PARCEL ID NUMBER: 5-0128-A599-00-0002.0000000

ASSESSED VALUE: \$1,771,160.00

By executing this Petition, the undersigned represents and warrants that he or she is authorized to execute this Petition on behalf of the property owner named immediately above.

By:

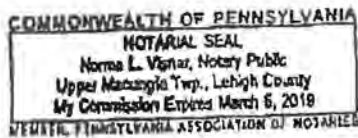

Authorized Representative

REAL ESTATE MANAGER
IG-AMERICAS

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF LEHIGH)

Before me, Norma L. Visnar, a Notary Public in and for the said County and Commonwealth, personally appeared Gary Kinscy, known to me to be the person whose name is subscribed to the above instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 26th day of March, 2015.



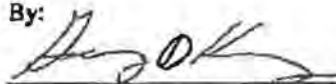
Norma L. Visnar
Notary Public

PETITIONER:

NAME OF OWNER: Air Products and Chemicals, Inc.
TELEPHONE NUMBER: 610-481-4911
MAILING ADDRESS: 7201 Hamilton Blvd
Allentown, PA 18195
TYPE OF ENTITY: Delaware Corporation
NAME OF SIGNER: GARY D. WINSEY
**BASIS OF LEGAL
AUTHORITY TO SIGN:** REAL ESTATE MANAGER, IG-AMERICAS
TELEPHONE NUMBER: 610-481-4029
MAILING ADDRESS: 7201 HAMILTON BLVD, ALLENTOWN PA 18195
BOUNDARY MAP: Owner of record of 2.5 acres within the Expanded District Area.
(See Boundary Map attached hereto as Exhibit B).
PARCEL ID NUMBER: 5-0079-A599-00-0002.0000000
ASSESSED VALUE: \$139,392.00

By executing this Petition, the undersigned represents and warrants that he or she is authorized to execute this Petition on behalf of the property owner named immediately above.

By:



_____, Authorized Representative

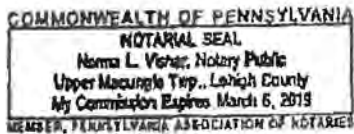
REAL ESTATE MANAGER

IG-AMERICAS

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LEHIGH)

Before me, Norma L. Visnar, a Notary Public in and for the said County and Commonwealth, personally appeared Gary Kinsey, known to me to be the person whose name is subscribed to the above instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 21th day of March, 2015.



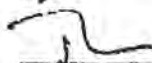
Norma L. Visnar
Notary Public

PETITIONER:

NAME OF OWNER: Fountain Lakes Land Holding, LLC
TELEPHONE NUMBER: (314) 721-8815
MAILING ADDRESS: 7733 Forsyth Blvd, Suite 1525
St. Louis, MO 63105
TYPE OF ENTITY: Missouri Limited Liability Company
NAME OF SIGNER: Robert D. Millstone
BASIS OF LEGAL
AUTHORITY TO SIGN: Manager
TELEPHONE NUMBER: (314) 721-8815
MAILING ADDRESS: 7733 Forsyth Blvd, Suite 1525
St. Louis, MO 63105
BOUNDARY MAP: Owner of record of 21.5 acres within the Expanded District Area.
(See Boundary Map attached hereto as Exhibit B).
PARCEL ID NUMBER: 5-0079-A599-00-0001.0000000
ASSESSED VALUE: \$993.00

By executing this Petition, the undersigned represents and warrants that he or she is authorized to execute this Petition on behalf of the property owner named immediately above.

By:



Robert D. Millstone, Manager

STATE OF MISSOURI)
COUNTY OF St. Louis) SS

Before me personally appeared Robert D. Millstone, to me personally known to be the individual described in and who executed the foregoing instrument.

WITNESS my hand and official seal this 31 day of March, 2015.

Amy SUE Kettle
Notary Public

My Commission Expires: January 27, 2018


AMY SUE KETTLE
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Charles County
My Commission Expires: January 27, 2018
Commission Number: 14571726

PETITIONER:

NAME OF OWNER: Fountain Lakes Land Holding, LLC
TELEPHONE NUMBER: (314) 721-8815
MAILING ADDRESS: 7733 Forsyth Blvd, Suite 1525
St. Louis, MO 63105
TYPE OF ENTITY: Missouri Limited Liability Company
NAME OF SIGNER: Robert D. Millstone
**BASIS OF LEGAL
AUTHORITY TO SIGN:** Manager
TELEPHONE NUMBER: (314) 721-8815
MAILING ADDRESS: 7733 Forsyth Blvd, Suite 1525
St. Louis, MO 63105
BOUNDARY MAP: Owner of record of 43.47 acres within the Expanded District Area.
(See Boundary Map attached hereto as **Exhibit B**).
PARCEL ID NUMBER: 5-0128-A599-00-0001.0000000
ASSESSED VALUE: \$2,008.00

By executing this Petition, the undersigned represents and warrants that he or she is authorized to execute this Petition on behalf of the property owner named immediately above.

By:



Robert D. Millstone, Manager

STATE OF MISSOURI)
COUNTY OF St. Louis) SS

Before me personally appeared Robert D. Millstone, to me personally known to be the individual described in and who executed the foregoing instrument.

WITNESS my hand and official seal this 31 day of March, 2015.

Amy Sue Kettle
Notary Public

My Commission Expires: January 27, 2016

AMY SUE KETTLE
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Charles County
My Commission Expires: January 27, 2016
Commission Number: 14571796

PETITIONER:

NAME OF OWNER: Fountain Lakes Land Holding I, LLC
TELEPHONE NUMBER: (314) 721-8815
MAILING ADDRESS: 7733 Forsyth Blvd, Suite 1525
St. Louis, MO 63105
TYPE OF ENTITY: Missouri Limited Liability Company
NAME OF SIGNER: Robert D. Millstone
**BASIS OF LEGAL
AUTHORITY TO SIGN:** Manager
TELEPHONE NUMBER: (314) 721-8815
MAILING ADDRESS: 7733 Forsyth Blvd, Suite 1525
St. Louis, MO 63105
BOUNDARY MAP: Owner of record of 16.69 acres within the Expanded District Area.
(See Boundary Map attached hereto as **Exhibit B**).
PARCEL ID NUMBER: 5-0128-0205-00-0002.1300000
ASSESSED VALUE: \$771.00

By executing this Petition, the undersigned represents and warrants that he or she is authorized to execute this Petition on behalf of the property owner named immediately above.

By:



Robert D. Millstone, Manager

STATE OF MISSOURI)
COUNTY OF St. Louis) SS

Before me personally appeared Robert D. Millstone, to me personally known to be the individual described in and who executed the foregoing instrument.

WITNESS my hand and official seal this 31 day of March, 2015.

Amy Sue Kettle
Notary Public

My Commission Expires: January 27, 2018



EXHIBIT A
LEGAL DESCRIPTION OF EXPANDED DISTRICT AREA



PREPARED BY
DATE
BY



February 3, 2015
149.296 Acres

Community Improvement District South, including Portion within Highway 370 Right-of-Way

A tract of land being part of U.S. Survey 205, Fractional Section 13 and Fractional Section 24, 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 Southwest corner of Lot 2 "Elm Point Corners", a subdivision according to the plat thereof as recorded in Plat Book 36 Page 321 of the St. Charles County Records, said point being also 38.22 feet perpendicularly distant Northwest of the centerline of Elm Point Industrial Drive, centerline Station 134+17.03, said point being also the most Eastern corner of Lot 22 of "Fountain Lakes Commerce Center Plat Five", a subdivision according to the plat thereof as recorded in Plat Book 39 Page 243 of said records; thence along the North right-of-way line of Elm Point Industrial Drive, South 43 degrees 38 minutes 44 seconds West 207.03 feet to a point; thence along the Southwest line of said Lot 22 the following courses and distances; North 31 degrees 01 minutes 22 seconds West 153.70 feet; along a curve to the left whose chord bears North 54 degrees 28 minutes 33 seconds West 231.63 feet and whose radius point bears South 58 degrees 58 minutes 38 seconds West 291.00 feet from the last mentioned point, an arc distance of 238.23 feet; and North 77 degrees 55 minutes 43 seconds West 82.52 feet to the actual POINT OF BEGINNING of the description herein, said point being also in the Northern line of Lot 1 of "Park South of 370", a subdivision according to the plat thereof as recorded in Plat Book 40 Pages 46-47 of said records; thence leaving said North line of Lot 1, South 11 degrees 09 minutes 03 seconds West 211.70 feet to a point in the South line of said Lot 1; thence along said South line, along a curve to the right whose chord bears South 58 degrees 43 minutes 44 seconds East 216.72 feet and whose radius point bears South 11 degrees 09 minutes 03 seconds West 315.00 feet from the last mentioned point, and arc distance of 221.24 feet; thence leaving said South line of Lot 1, South 44 degrees 15 minutes 29 seconds East 177.60 feet to a point in the South right-of-way line of Elm Point Road (Variable Width); thence along said South right-of-way line the following courses and distances; South 45 degrees 44 minutes 31 seconds West 440.22 feet; along a curve to the right whose chord bears South 56 degrees 25 minutes 57 seconds West 367.16 feet and whose radius point bears North 44 degrees 18 minutes 32 seconds West 985.00 feet from the last mentioned point, an arc distance of 369.32 feet South 22 degrees 49 minutes 34 seconds East 51.57 feet; and South 75 degrees 33 minutes 57 seconds West 920.00 feet to a point; thence leaving said South right-of-way line of Elm Point Road (Variable Width) and along the Southerly prolongation of the East line of property conveyed to "Elm Point Village, L.L.C." by deed recorded in Book 2433 Page 1492 of said records and along the East line thereof, North 30 degrees 33 minutes 10 seconds West 2288.61 feet to a point; thence leaving said East line of "Elm Point Village, L.L.C." property the following courses and distances; along a curve to the right whose chord bears North 04 degrees 50 minutes 46 seconds West 341.42 feet and whose radius point bears North 68 degrees 48 minutes 22 seconds East 606.50 feet from the last mentioned point, an arc distance of 346.09 feet; North 11 degrees 30 minutes 05 seconds East 528.51 feet and

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St. Charles, MO 63301
636-928-5552 FAX 928-1718



ENGINEERING
PLANNING
SURVEYING

Mark E. Collins



South 78 degrees 29 minutes 55 seconds East 258.74 feet to a point in the East line of aforesaid Lot 1 of Park South of 370"; thence along said East line of Lot 1 the following courses and distances; North 11 degrees 30 minutes 05 seconds East 68.87 feet; along a curve to the left whose chord bears North 07 degrees 10 minutes 22 seconds West 346.44 feet and whose radius point bears North 78 degrees 29 minutes 55 seconds West 541.00 feet from the last mentioned point, an arc distance of 352.65 feet; North 25 degrees 50 minutes 50 seconds West 135.51 feet; along a curve to the left whose chord bears North 43 degrees 50 minutes 31 seconds West 102.57 feet and whose radius point bears South 64 degrees 09 minutes 10 seconds West 166.00 feet from the last mentioned point, an arc distance of 104.27 feet; North 61 degrees 50 minutes 13 seconds West 5.00 feet; along a curve to the right whose chord bears North 56 degrees 19 minutes 35 seconds West 11.33 feet and whose radius point bears North 28 degrees 09 minutes 47 seconds East 59.00 feet from the last mentioned point, an arc distance of 11.35 feet; and North 50 degrees 48 minutes 57 seconds West 96.97 feet to a point in the Southern right-of-way line of Missouri State Route 370, said point being 150.00 feet perpendicularly distant South of Missouri State Route 370 Centerline Station 336+32.00; thence along said Southern right-of-way line the following courses and distances; along a curve to the right whose chord bears South 81 degrees 54 minutes 32 seconds East 64.44 feet and whose radius point bears South 07 degrees 24 minutes 40 seconds West 2714.79 feet from the last mentioned point, an arc distance of 64.44 feet; South 76 degrees 12 minutes 45 seconds East 283.81 feet; South 72 degrees 41 minutes 09 seconds East 240.01 feet; South 62 degrees 05 minutes 07 seconds East 89.90 feet; thence leaving the said Southern right-of-way line, North 21 degrees 45 minutes 01 seconds East 380.81 feet to a point on the Northern right-of-way line of said Missouri State Route 370; thence along the said Northern right-of-way line of Missouri State Route 370, the following courses and distances, South 79 degrees 52 minutes 43 seconds East 650.48 feet; and North 64 degrees 40 minutes 33 seconds East 131.02 feet to the West right-of-way line of New Town Boulevard (formerly Elm Street); thence leaving the said West right-of-way line of New Town Boulevard (formerly Elm Street); North 86 degrees 57 minutes 10 seconds East 123.71 feet to the East edge of pavement of New Town Boulevard (formerly Elm Street); thence along said East edge of pavement, South 03 degrees 02 minutes 50 seconds East 88.40 feet to the North edge of pavement of Missouri State Highway 370 Exit Ramp; thence along the said North edge of pavement the following courses and distances, and along a curve to the left whose chord bears South 37 degrees 21 minutes 12 seconds East 67.63 feet and whose radius point bears North 86 degrees 57 minutes 02 seconds East 60.00 feet from the last mentioned point an arc distance of 71.85 feet; South 71 degrees 39 minutes 34 seconds East 76.00 feet; along a curve to the left whose chord bears South 65 degrees 26 minutes 20 seconds East 160.24 feet and whose radius point bears South 19 degrees 51 minutes 25 seconds West 976.93 feet from the last mentioned point, an arc distance of 360.42 feet; South 48 degrees 37 minutes 53 seconds East 68.25 feet; along a curve to the left whose chord bears South 55 degrees 04 minutes 36 seconds East 56.99 feet and whose radius point bears South 33 degrees 13 minutes 52 seconds West 964.93 feet from the last mentioned point, an arc distance of 57.00 feet; South 55 degrees 59 minutes 47 seconds East 43.89 feet; South 53 degrees 23 minutes 04 seconds East 555.34 feet; along a curve to the left whose chord bears South 54 degrees 23 minutes 56 seconds East 40.14 feet and whose radius point bears North 36 degrees 36 minutes 55 seconds East 1133.92 feet from the last mentioned point, an arc distance of 40.15 feet; South 54 degrees 35 minutes 20 seconds East 53.01 feet; along a curve to

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221 Point West Blvd.
St. Charles, MO 63301
636-928-5552 FAX 928-1718



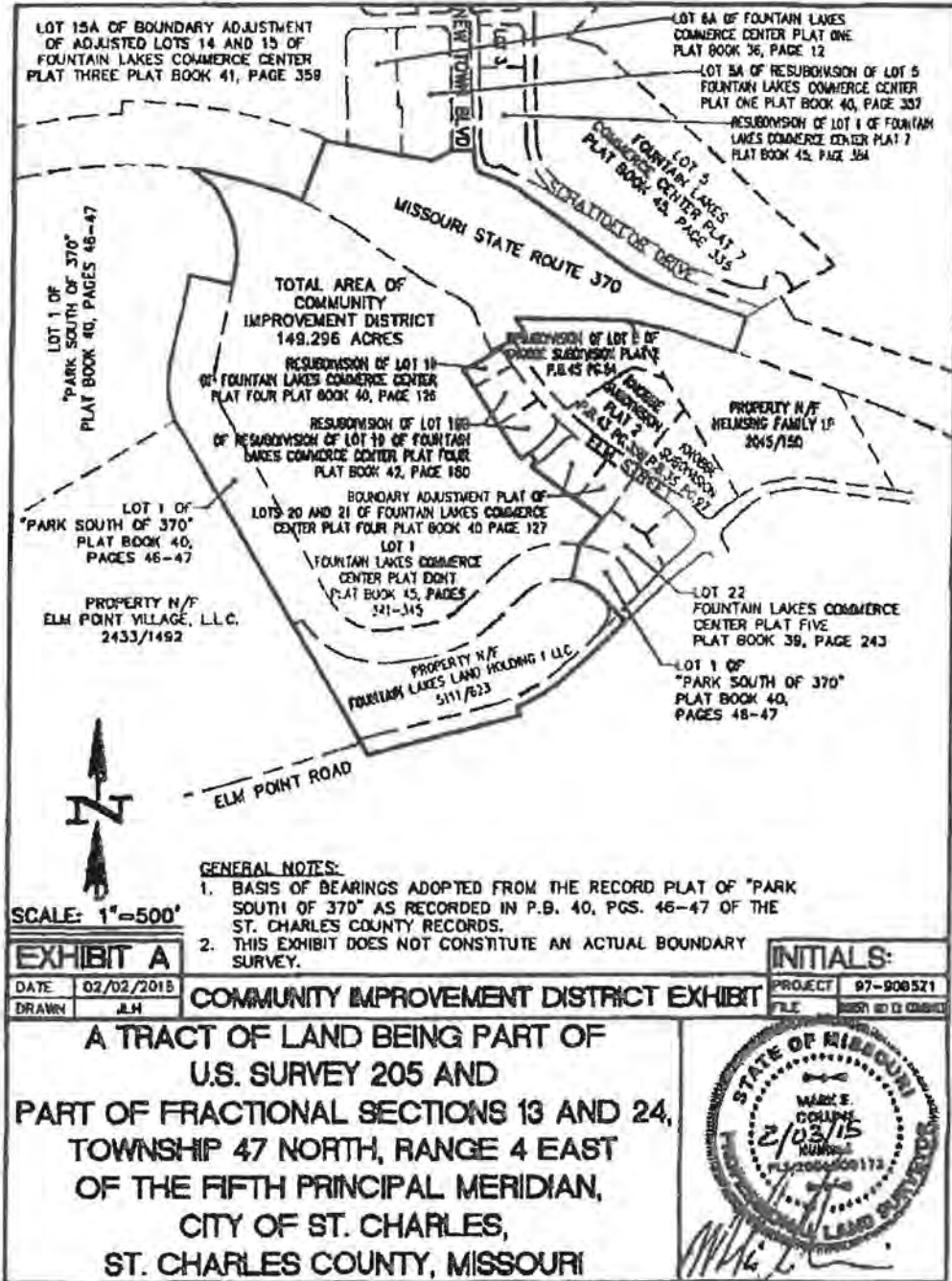
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the right whose chord bears South 64 degrees 06 minutes 55 seconds East 238.56 feet and whose radius point bears North 31 degrees 54 minutes 44 seconds East 1135.92 feet from the last mentioned point, an arc distance of 239.00 feet; and South 70 degrees 08 minutes 38 seconds East 492.39 feet; thence leaving the said North edge of pavement of Missouri State Highway 370 Exit Ramp; South 19 degrees 51 minutes 22 seconds West 219.00 feet to a point on the South right-of-way line of Missouri State Highway 370; thence along the said South right-of-way line of Missouri State Highway 370, the following courses and distances, North 70 degrees 08 minutes 38 seconds West 365.86 feet; and North 77 degrees 35 minutes 20 seconds West 304.53 feet to a point on the North line of "Knobbe Subdivision", a subdivision according to the plat recorded in Plat Book 35, Page 97 of the St. Charles County Records; thence along the said North and West lines of said "Knobbe Subdivision", the following courses and distances, North 88 degrees 49 minutes 59 seconds West 624.63 feet; South 30 degrees 35 minutes 41 seconds East 105.45 feet; and South 60 degrees 49 minutes 44 seconds West 81.38 feet to a point on the Northeast right-of-way line of Elm Street, variable width; thence South 60 degrees 51 minutes 21 seconds West 140.00 feet, said point being on the Southwest right-of-way line of said Elm Street; thence along said Southwest right-of-way line of Elm Street, along a curve to the left whose chord bears South 29 degrees 20 minutes 34 seconds East 13.94 feet and whose radius point bears North 60 degrees 51 minutes 21 seconds East 2009.86 feet from the last mentioned point, an arc distance of 13.94 feet to a point in the Northwest line of "Resubdivision of Lot 19 of 'Fountain Lakes Commerce Center Plat Four'", a subdivision according to the plat thereof as recorded in Plat Book 40 Page 126 of said records; thence along the Northwest, Southwest and Southeast lines of said plat the following courses and distances; South 59 degrees 04 minutes 01 seconds West 99.86 feet; South 63 degrees 17 minutes 02 seconds West 100.05 feet; South 33 degrees 04 minutes 33 seconds East 622.57 feet; and North 57 degrees 29 minutes 00 seconds East 68.79 feet to a point in the Southwest line of Millstone Corporate Drive (80' wide); thence along said Southwest line, South 31 degrees 24 minutes 21 seconds East 74.96 feet to a point in the Northwest line of Lot 20 of "Fountain Lakes Commerce Center Plat Four", a subdivision according to the plat thereof as recorded in Plat Book 39 Page 65 of the said records; thence along said Northwest line of Lot 20, South 59 degrees 00 minutes 21 seconds West 5.68 feet and South 69 degrees 20 minutes 56 seconds West 34.70 feet to a point in the Southwest line of said Lot 20; thence along said Southwest line of Lot 20 and Lot 21 of said "Fountain Lakes Commerce Center Plat Four", South 52 degrees 59 minutes 50 seconds East 516.71 feet to a point in the Northwest line of aforesaid Lot 22 of "Fountain Lakes Commerce Center Plat Five"; thence along said Northwest line, South 39 degrees 56 minutes 06 seconds West 198.86 feet to the POINT OF BEGINNING and containing 149.296 acres according to calculations by Bax Engineering Company during January, 2015.



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BOUNDARY MAP OF EXPANDED DISTRICT AREA



**EXHIBIT B
LEGAL DESCRIPTION OF DISTRICT**



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February 6, 2015
202.494 Acres

Community Improvement District South, Including Portion within Highway 370 Right-of-Way

A tract of land being part of U.S. Survey 205, Fractional Section 13 and Fractional Section 24, 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 Southwest corner of Lot 2 "Elm Point Corners", a subdivision according to the plat thereof as recorded in Plat Book 36 Page 321 of the St. Charles County Records, said point being also 38.22 feet perpendicularly distant Northwest of the centerline of Elm Point Industrial Drive, centerline Station 134+17.03, said point being also the most Eastern corner of Lot 22 of "Fountain Lakes Commerce Center Plat Five", a subdivision according to the plat thereof as recorded in Plat Book 39 Page 243 of said records; thence along the North right-of-way line of Elm Point Industrial Drive, South 43 degrees 38 minutes 44 seconds West 207.03 feet to a point; thence along the Southwest line of said Lot 22 the following courses and distances; North 31 degrees 01 minutes 22 seconds West 153.70 feet; along a curve to the left whose chord bears North 54 degrees 28 minutes 33 seconds West 231.63 feet and whose radius point bears South 58 degrees 58 minutes 38 seconds West 291.00 feet from the last mentioned point, an arc distance of 238.23 feet; and North 77 degrees 55 minutes 43 seconds West 82.52 feet to the actual POINT OF BEGINNING of the description herein, said point being also in the Northern line of Lot 1 of "Park South of 370", a subdivision according to the plat thereof as recorded in Plat Book 40 Pages 46-47 of said records; thence leaving said North line of Lot 1, South 11 degrees 09 minutes 03 seconds West 211.70 feet to a point in the South line of said Lot 1; thence along said South line, along a curve to the right whose chord bears South 58 degrees 43 minutes 44 seconds East 216.72 feet and whose radius point bears South 11 degrees 09 minutes 03 seconds West 315.00 feet from the last mentioned point, and arc distance of 221.24 feet; thence leaving said South line of Lot 1, South 44 degrees 15 minutes 29 seconds East 177.60 feet to a point in the South right-of-way line of Elm Point Road (Variable Width); thence along said South right-of-way line the following courses and distances; South 45 degrees 44 minutes 31 seconds West 440.22 feet; along a curve to the right whose chord bears South 56 degrees 25 minutes 57 seconds West 367.16 feet and whose radius point bears North 44 degrees 18 minutes 32 seconds West 985.00 feet from the last mentioned point, an arc distance of 369.32 feet South 22 degrees 49 minutes 34 seconds East 51.57 feet; and South 75 degrees 33 minutes 57 seconds West 920.00 feet to a point; thence leaving said South right-of-way line of Elm Point Road (Variable Width) and along the Southerly prolongation of the East line of property conveyed to "Elm Point Village, L.L.C." by deed recorded in Book 2433 Page 1492 of said records and along the East line thereof, North 30 degrees 33 minutes 10 seconds West 2288.61 feet to a point; thence leaving said East line of "Elm Point Village, L.L.C." property the following courses and distances; along a curve to the right whose chord bears North 04 degrees 50 minutes 46 seconds West 341.42 feet and whose radius point bears North 68 degrees 48 minutes 22 seconds East 606.50 feet from the last mentioned point, an arc distance of 346.09 feet; North 11 degrees 30 minutes 05 seconds East 528.51 feet and

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Mark E. Collins



South 78 degrees 29 minutes 55 seconds East 258.74 feet to a point in the East line of aforesaid Lot 1 of Park South of 370"; thence along said East line of Lot 1 the following courses and distances; North 11 degrees 30 minutes 05 seconds East 68.87 feet; along a curve to the left whose chord bears North 07 degrees 10 minutes 22 seconds West 346.44 feet and whose radius point bears North 78 degrees 29 minutes 55 seconds West 541.00 feet from the last mentioned point, an arc distance of 352.65 feet; North 25 degrees 50 minutes 50 seconds West 135.51 feet; along a curve to the left whose chord bears North 43 degrees 50 minutes 31 seconds West 102.57 feet and whose radius point bears South 64 degrees 09 minutes 10 seconds West 166.00 feet from the last mentioned point, an arc distance of 104.27 feet; North 61 degrees 50 minutes 13 seconds West 5.00 feet; along a curve to the right whose chord bears North 56 degrees 19 minutes 35 seconds West 11.33 feet and whose radius point bears North 28 degrees 09 minutes 47 seconds East 59.00 feet from the last mentioned point, an arc distance of 11.35 feet; and North 50 degrees 48 minutes 57 seconds West 96.97 feet to a point in the Southern right-of-way line of Missouri State Route 370, said point being 150.00 feet perpendicularly distant South of Missouri State Route 370 Centerline Station 336+32.00; thence along said Southern right-of-way line the following courses and distances; along a curve to the right whose chord bears South 81 degrees 54 minutes 32 seconds East 64.44 feet and whose radius point bears South 07 degrees 24 minutes 40 seconds West 2714.79 feet from the last mentioned point, an arc distance of 64.44 feet; South 76 degrees 12 minutes 45 seconds East 283.81 feet; South 72 degrees 41 minutes 09 seconds East 240.01 feet; South 62 degrees 05 minutes 07 seconds East 89.90 feet; thence leaving the said Southern right-of-way line, North 21 degrees 45 minutes 01 seconds East 380.81 feet to a point on the Northern right-of-way line of said Missouri State Route 370; thence along the said Northern right-of-way line of Missouri State Route 370, the following courses and distances, South 79 degrees 52 minutes 43 seconds East 650.48 feet; and North 64 degrees 40 minutes 33 seconds East 131.02 feet to the West right-of-way line of New Town Boulevard (formerly Elm Street); thence leaving the said West right-of-way line of New Town Boulevard (formerly Elm Street); North 86 degrees 57 minutes 10 seconds East 123.71 feet to the East edge of pavement of New Town Boulevard (formerly Elm Street); thence along said East edge of pavement, the following courses and distances North 03 degrees 02 minutes 50 seconds West 312.89 feet; North 06 degrees 39 minutes 08 seconds West 19.13 feet; North 01 degrees 42 minutes 23 seconds West 342.36 feet; North 01 degrees 30 minutes 59 seconds West 590.15 feet; and North 88 degrees 27 minutes 56 seconds East 7.81 feet to the Southwest corner of property conveyed to First National Bank by deed recorded in Book 4169 Page 147 of the St. Charles County Records; thence along the South line of said First National Bank property, North 88 degrees 27 minutes 56 seconds East 299.33 feet to a point being the Southeast corner of Lot 23C of said "Resubdivision of Lot 23 of Fountain Lakes Commerce Center, Plat Six"; thence along the East line of said Lot 23C, North 01 degrees 32 minutes 04 seconds West 238.86 feet to a point in the South right-of-way line of Bangert Drive (variable width); thence along said South right-of-way line the following courses and distances: North 83 degrees 51 minutes 24 seconds East 12.09 feet and North 88 degrees 40 minutes 58 seconds East 174.23 feet to a point in the West line of Lot 23A of said "Resubdivision of Lot 23 of Fountain Lakes Commerce Center, Plat Six"; thence along the West and Southwest lines of said Lot 23A the following courses and distances: South 01 degrees 31 minutes 47 seconds East 71.74 feet and South 47 degrees 45 minutes 34 seconds East 600.15 feet to a point at the most Eastern corner of aforesaid Lot 23 B; thence along the Southeast line



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of said Lot 238, South 42 degrees 14 minutes 26 seconds West 528.80 feet to a point in the Southern line of property conveyed to the City of St. Charles by deed recorded in Book 330 Page 56 of said records; thence along the South line of said City of St. Charles property the following courses and distances: South 74 degrees 32 minutes 04 seconds East 173.13 feet and South 47 degrees 43 minutes 49 seconds East 1899.74 feet to the point of intersection of said Southern line of City of St. Charles property with the Eastern line of property conveyed to The Millstone Company as Parcel No. 8 by deed recorded in Book 2524 Page 979 of said records; thence along said East line of Parcel No. 8, South 58 degrees 05 minutes 53 seconds West 495.69 feet to a point in the North line of Missouri State Highway 370, said point being 150.00 feet perpendicularly distant North of Missouri State Highway 370 centerline Station 371+06.19; thence along the Southwestwardly prolongation of said East line, South 58 degrees 05 minutes 53 seconds West 103.05 feet; thence South 19 degrees 51 minutes 22 seconds West 219.00 feet to a point on the South right-of-way line of Missouri State Highway 370; thence along the said South right-of-way line of Missouri State Highway 370, the following courses and distances, North 70 degrees 08 minutes 38 seconds West 365.86 feet; and North 77 degrees 35 minutes 20 seconds West 304.53 feet to a point on the North line of "Knobbe Subdivision", a subdivision according to the plat recorded in Plat Book 35, Page 97 of the St. Charles County Records; thence along the said North and West lines of said "Knobbe Subdivision", the following courses and distances, North 88 degrees 49 minutes 59 seconds West 624.63 feet; South 30 degrees 35 minutes 41 seconds East 105.45 feet; and South 60 degrees 49 minutes 44 seconds West 81.38 feet to a point on the Northeast right-of-way line of Elm Street, variable width; thence South 60 degrees 51 minutes 21 seconds West 140.00 feet, said point being on the Southwest right-of-way line of said Elm Street; thence along said Southwest right-of-way line of Elm Street, along a curve to the left whose chord bears South 29 degrees 20 minutes 34 seconds East 13.94 feet and whose radius point bears North 60 degrees 51 minutes 21 seconds East 2009.86 feet from the last mentioned point, an arc distance of 13.94 feet to a point in the Northwest line of "Resubdivision of Lot 19 of 'Fountain Lakes Commerce Center Plat Four'", a subdivision according to the plat thereof as recorded in Plat Book 40 Page 126 of said records; thence along the Northwest, Southwest and Southeast lines of said plat the following courses and distances; South 59 degrees 04 minutes 01 seconds West 99.86 feet; South 63 degrees 17 minutes 02 seconds West 100.05 feet; South 33 degrees 04 minutes 33 seconds East 622.57 feet; and North 57 degrees 29 minutes 00 seconds East 68.79 feet to a point in the Southwest line of Millstone Corporate Drive (80' wide); thence along said Southwest line, South 31 degrees 24 minutes 21 seconds East 74.96 feet to a point in the Northwest line of Lot 20 of "Fountain Lakes Commerce Center Plat Four", a subdivision according to the plat thereof as recorded in Plat Book 39 Page 65 of the said records; thence along said Northwest line of Lot 20, South 59 degrees 00 minutes 21 seconds West 5.68 feet and South 65 degrees 20 minutes 56 seconds West 34.70 feet to a point in the Southwest line of said Lot 20; thence along said Southwest line of Lot 20 and Lot 21 of said "Fountain Lakes Commerce Center Plat Four", South 52 degrees 59 minutes 50 seconds East 516.71 feet to a point in the Northwest line of aforesaid Lot 22 of "Fountain Lakes Commerce Center Plat Five"; thence along said Northwest line, South 39 degrees 56 minutes 06 seconds West 198.86 feet to the POINT OF BEGINNING and containing 202.494 acres according to calculations by Bax Engineering Company during January, 2015.

EXHIBIT C
FIVE-YEAR PLAN FOR THE EXPANDED DISTRICT AREA WITHIN THE
FOUNTAIN LAKES COMMERCE CENTER NORTH COMMUNITY IMPROVEMENT
DISTRICT
ST. CHARLES, MISSOURI
2015-2019

The information and details outlined in the following pages represent the strategies, activities, and budgets that will be undertaken during the initial five years after certain real property (the "Expanded District Area") is added to the Fountain Lakes Commerce Center North Community Improvement District (the "District") in the City of St. Charles, Missouri. It is an integral and composite part of the Petition to Add Real Property to the Fountain Lakes Commerce Center North Community Improvement District to which this Five-Year Plan is attached.

1. PURPOSE

The purpose of adding the Expanded District Area into the District is to promote the development of a partially improved area and to induce new activity in an area that has been lacking in growth and development, improve business development opportunities, and enhance property values by developing and promoting coordinated project infrastructure improvements benefiting the general public, including property owners and business operators within the Expanded District Area. The District also imposes certain funding mechanisms to provide for its effective administration and financial sustainability.

The Expanded District Area encompasses the entirety of the Fountain Lakes Commerce Center South Community Improvement District (the "South District") and a portion of the Missouri State Route 370 right-of-way ("Route 370"). The South District and the District were separately established because of their geographic separation by Route 370, the parcels within the respective Districts were owned by different entities, and the improvements therein were financed by different entities. The Petitioners now propose adding the property that was formerly in the South District and the area including the interchange of Route 370 and New Town Blvd/Elm St. (the "Interchange") to the District. By combining the property of both Districts into one District, administrative costs of operating the District will be reduced, which will allow for quicker repayment of obligations without the need to increase the authorized funding limits. Additionally, extending the boundaries of the District to include the Interchange will allow the District to legally expend its funds for improvements thereto.

2. SERVICES

The District anticipates maintaining all or portions of the Project (hereinafter defined) and promoting business activity, development and retention, and the recruitment of developers and businesses, for the purpose of supporting business activity and economic development in the District.

3. IMPROVEMENTS

The District anticipates constructing public improvements, as permitted under the CID Act, including (a) street, roadway and bridge improvements within the boundaries of the Expanded District Area, including improvements to the Interchange; (b) accompanying site preparation, grading, drainage and detention, pavement, curb, gutter, sidewalk, sanitary water systems, stormwater facilities, utilities, signing, striping, lighting, landscaping, irrigation and other similar or related improvements; (c) relocation, construction of retention and detention facilities including accompanying site preparation and grading; (d) removal and relocation of gas and/or oil pipelines; and (e) accompanying professional fees including, without limitation, engineering (civil, traffic, road design, and geotechnical), surveying, soil testing, legal, title, appraisals, architectural and administrative (project management, contract administration and administration of the District) (the "Project").

4. ESTIMATED COSTS

It is expected that the costs of the Project in the Expanded District Area, in addition to any other costs incurred or to be incurred by the District, will be approximately \$3,369,579.50, exclusive of interest, reserves and costs of issuing District obligations.

5. FIVE-YEAR PLAN

(a) Year One: (2015)

In its first year after the Expanded District Area is included as part of the District, the District will finalize engineering design drawings and gather appropriate Project approvals, where applicable, to proceed with the construction of the Project, and engage in construction of the Project, as permitted under the CID Act.

The District will monitor progress of the development within the boundaries of the Expanded District Area, and perform on-going administration and oversight of the District funds. The District may enter into contracts with third parties for performance of the administration duties, including, but not limited to, registering new tenants for the collection of the sales tax imposed, administering activity of the District's Board of Directors, monitoring District revenues, performing state compliance filings and managing the audit process.

The District will also ensure the collection and remittance of taxes and assessments towards its reimbursement obligations. The District will closely monitor cash flow for application.

(b) Year Two: (2016)

In the second year after the Expanded District Area is included as part of the District, the District will monitor progress on the continued marketing and development of businesses within the Expanded District Area. The District will also monitor the progress of any portion of the Project listed in Year One.

The District will also ensure the collection and remittance of taxes and assessments towards its reimbursement obligations. The District will closely monitor cash flow for application.

(c) Year Three: (2017)

In the third year after the Expanded District Area is included as part of the District, the District will monitor progress on the continued marketing and development of businesses within the Expanded District Area. The District will also monitor any on-going Project implementation.

The District will also ensure the collection and remittance of taxes and assessments towards its reimbursement obligations. The District will closely monitor cash flow for application.

(d) Year Four: (2018)

In the fourth year after the Expanded District Area is included as part of the District, the District will monitor progress on the continued marketing and development of businesses within the Expanded District Area. The District will also monitor any on-going Project implementation.

The District will also ensure the collection and remittance of taxes and assessments towards its reimbursement obligations. The District will closely monitor cash flow for application.

(e) Year Five: (2019)

In the fifth year after the Expanded District Area is included as part of the District, the District will monitor progress on the continued marketing and development of businesses within the Expanded District Area. The District will also monitor any on-going Project implementation.

The District will also ensure the collection and remittance of taxes and assessments towards its reimbursement obligations. The District will closely monitor cash flow for application.

RESOLUTION NO. 2025-03

A RESOLUTION ELECTING OFFICERS OF THE DISTRICT.

WHEREAS, the Fountain Lakes Commerce Center North Community Improvement District (the “District”) is a political subdivision of the State of Missouri and is transacting business and exercising powers granted to it pursuant to the Community Improvement District Act, Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri (the “CID Act”); and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE FOUNTAIN LAKES COMMERCE CENTER NORTH COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:

Section 1. The following individuals are hereby named as officers of the District:

<u>Name</u>	<u>Office</u>
Robert Millstone	Chairman
David Zeigler	Vice Chairman
Robert Millstone	Treasurer
Steve Garlock	Secretary
Brent Beumer	Assistant Secretary

Section 2. Each officer of the District shall exercise those powers and perform those duties as set forth in the Bylaws of the District.


Section 3. All actions heretofore taken by the officers, agents and employees of the District in connection with the transaction contemplated by this Resolution are hereby ratified and confirmed. The officers, agents and employees of the District are hereby authorized and directed to take such further action and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the District with respect to the transaction contemplated by this Resolution.

Section 4. The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of the Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void 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 5. This Resolution shall be in full force and effect from and after its passage by the Board of Directors of the District.

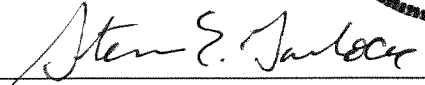
PASSED this November 18, 2025





Chairman of the Board of Directors

ATTEST:



Secretary of the Board of Directors

RESOLUTION NO. 2025-04

A RESOLUTION ADOPTING AN AMENDED BUDGET FOR THE FISCAL YEAR ENDING DECEMBER 31, 2025, AND A BUDGET FOR THE FISCAL YEAR ENDING DECEMBER 31, 2026.

WHEREAS, Sections 67.010 and 67.1471 of the Revised Statutes of Missouri requires each community improvement district to prepare an annual budget; and

WHEREAS, on November 18, 2024, the Board of Directors of the Fountain Lakes Commerce Center North Community Improvement District (the "District") adopted a budget for the District's fiscal year ending December 31, 2025 (the "2025 Budget"); and

WHEREAS, the Board of Directors hereby finds and determines that it is necessary to amend the 2025 Budget (the "Amended 2025 Budget") and adopt a budget for the District's fiscal year ending December 31, 2026 (the "2026 Budget" and, together with the Amended 2025 Budget, the "Budgets");

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE FOUNTAIN LAKES COMMERCE CENTER NORTH COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:

Section 1. The Board of Directors of the District hereby adopts the District's amended budget for the fiscal year ending December 31, 2025, and budget for the fiscal year ending December 31, 2026, a copy of which is attached hereto as Exhibit A, and incorporated herein by reference.

Section 2. The amounts set forth on the Budgets are hereby appropriated for the purposes set forth therein for the respective fiscal year.

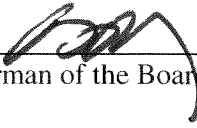
Section 3. All actions heretofore taken by the officers, agents and employees of the District in connection with the transaction contemplated by this Resolution are hereby ratified and confirmed. The officers, agents and employees of the District are hereby authorized and directed to take such further action, and execute and deliver such other documents and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the District with respect to the transaction contemplated by this Resolution.

Section 4. The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of the Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void 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 5. This Resolution shall be in full force and effect from and after its passage by the Board of Directors of the District.

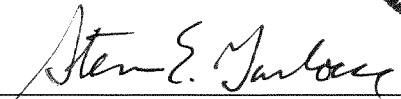
PASSED this November 18, 2025





Chairman of the Board of Directors

ATTEST:



Secretary of the Board of Directors

EXHIBIT A

AMENDED BUDGET FOR THE FISCAL YEAR ENDING DECEMBER 31, 2025, AND
BUDGET FOR THE FISCAL YEAR ENDING DECEMBER 31, 2026

**FOUNTAIN LAKES COMMERCE CENTER NORTH
COMMUNITY IMPROVEMENT DISTRICT**

**AMENDED BUDGET FOR
FISCAL YEAR ENDING
DECEMBER 31, 2025**

AND

**BUDGET FOR
FISCAL YEAR ENDING
DECEMBER 31, 2026**

FOUNTAIN LAKES COMMERCE CENTER NORTH COMMUNITY IMPROVEMENT DISTRICT

The following schedules represent the account activity categorized by the following:

- *2024 Actual*
- *2025 Year-to-Date*
- *2025 Budget (Original)*
- *2025 Budget (Amended)*
- *2026 Budget*

BUDGET MESSAGE

The Authority is authorized and empowered under Chapter 349 of the Revised Statutes of Missouri, as amended (the "Act") to purchase, construct, extend, improve, and equip certain projects (as defined in the Act) and to issue industrial revenue bonds for the purpose of providing funds to pay the costs of such projects.

Pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571, inclusive, of the Revised Statutes of Missouri, as amended (the "CID Act") and Ordinance No. 08-185 adopted on September 3, 2008, the City of St. Charles, Missouri (the "City") approved the formation of the Fountain Lakes Commerce Center North Community Improvement District as a political subdivision of the State of Missouri (the "District").

Pursuant to the CID Act and Ordinance No. 08-248 adopted on November 18, 2008, the City approved the formation of the Fountain Lakes Commerce Center South Community Improvement District as a political subdivision of the State of Missouri (the "South District").

On May 19, 2015, the City adopted Ordinance No. 15-127 approving a petition to add real property to the District's boundaries, including all of the real property located in the South District, in order to consolidate the projects and reduce the administrative and operating costs of the districts.

The voters of the District have approved the imposition of, and the District has imposed, a sales and use tax (the "CID Sales Tax") and a special assessment (the "CID Special Assessment") for the purpose of financing the costs of certain public improvements and services in the District (the "Project") and paying the costs of formation and operation of the District and the South District.

Pursuant to an Amended and Restated Cooperative Agreement and Intergovernmental Cooperation Agreement dated as of September 4, 2015 (as further amended from time to time, the "Cooperation Agreement"), by and among the City, the District, the South District, Fountain Lakes Land Holding, LLC ("Fountain Lakes"), and The Millstone Company ("Millstone" and, collectively with Fountain Lakes, the "Developer"), (a) the Developer agreed to design and construct a portion of the Project on behalf of the South District or the District, respectively, and to advance all costs and expenses necessary therefor and, in consideration thereof, the District agreed to issue, or cause to be issued, revenue notes to reimburse the Developer for such expenses, and (b) the District assumed all assets and liabilities of the South District.

On November 9, 2018, the Board of Directors of the Authority adopted a resolution, authorizing the issuance of not to exceed \$3,749,214.81 aggregate principal amount of Special Assessment and Sales Tax Revenue Bonds, Series 2018A (Fountain Lakes Commerce Center North Community Improvement District Project) (the "Bonds"), for the purpose of providing funds, together with other legally available funds of the District, to (a) pay certain Reimbursable Project Costs (as defined in the Cooperation Agreement), and (b) pay the costs of issuance of the Bonds.

On November 19, 2018, the District adopted a resolution (the "District Bond Resolution") (a) approving the Authority's issuance of the Bonds pursuant to the Indenture to be secured by a pledge and assignment of a portion of the revenues received by the District from the imposition of the CID Sales Tax and the CID Special Assessment, and (b) authorizing the execution of a Financing Agreement dated as of November 1, 2018, between the District and the Authority (the "Financing Agreement"), and other documents in connection with the issuance of the Bonds.

On July 25, 2025, the Board of Directors of the Authority adopted a resolution, authorizing the issuance of not to exceed \$4,149,206.35 aggregate principal amount of Special Assessment and Sales Tax Refunding Revenue Bonds, Series 2025A (Fountain Lakes Commerce Center North Community Improvement District Project), not to exceed \$500,000 Special Assessment and Sales Tax Revenue Bonds, Series 2025B (Fountain Lakes Commerce Center North Community Improvement District Project), and not to exceed \$1,791,053.97 Special Assessment and Sales Tax Revenue Bonds, Series 2025C (Fountain Lakes Commerce Center North Community Improvement District Project) (collectively, the "Bonds"), for the purpose of providing funds, together with other legally available funds of the District, to (a) pay certain Reimbursable Project Costs (as defined in the Development Agreement), and (b) pay the costs of issuance of the Bonds.

In 2026, the Fountain Lakes Commerce Center North Community Improvement District anticipates CID Sales Tax Revenue of approximately \$100,000 and CID Special Assessment and Sales Tax revenue of approximately \$202,788 and operational expenses of approximately \$10,250.

BUDGET PERIOD

This budget relates to the periods (1) beginning January 1, 2025 and ending December 31, 2025 and (2) beginning January 1, 2026 and ending December 31, 2026.

Respectfully Submitted,



Treasurer
Fountain Lakes Commerce Center North
Community Improvement District

**Fountain Lakes Commerce Center North CID
Budget Comparison**

	2024 (Actual)	2025 (Year to Date)*	2025 Budget (Original)	2025 Budget (Amended)	2025 (Year to Date) (Budget vs. Actual)	2026 Budget
Collections						
CID Sales Tax	\$ 53,312.28	\$ 47,669.44	\$ 60,000.00	\$ 52,003.03	\$ (4,333.59)	\$ 100,000.00
CID Special Assessment	217,830.31	144,267.29	196,588.93	144,267.29	-	202,788.22
Interest	3,642.90	4,295.04	3,710.89	4,452.75	(157.71)	1,798.29
Total Collections	<u>274,785.49</u>	<u>196,231.77</u>	<u>260,299.82</u>	<u>200,723.06</u>	<u>(4,491.29)</u>	<u>304,586.51</u>
Disbursements						
Bank Fee	-	-	-	-	-	-
Administrative Fees	10,008.88	10,013.86	10,000.00	10,013.86	-	10,000.00
Audit Fees	-	-	-	-	-	-
Insurance Fees	-	-	-	-	-	-
Legal Fees	-	749.26	250.00	749.26	-	250.00
Project Fund	-	-	-	-	-	-
Trustee Fees	3,000.00	3,500.00	3,000.00	3,500.00	-	4,000.00
Miscellaneous	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-
Interest	237,387.23	235,158.22	258,997.32	235,158.22	-	215,768.82
Principal Payment	-	-	-	-	-	-
Total Disbursements	<u>250,396.11</u>	<u>249,421.34</u>	<u>272,247.32</u>	<u>249,421.34</u>	<u>-</u>	<u>230,018.82</u>
Bond/Note Activity						
Bond/Note Proceeds	-	285,612.83	-	285,612.83	-	-
Capital Expenditures/Cost of Issuance	-	(158,612.83)	-	(158,612.83)	-	-
Release of Funds	-	-	-	-	-	-
Bond/Note Redemption	-	-	-	-	-	-
Total Bond Activity	<u>-</u>	<u>127,000.00</u>	<u>-</u>	<u>127,000.00</u>	<u>-</u>	<u>-</u>
Increase (decrease) in cash	24,389.38	73,810.43	(11,947.50)	78,301.73	(4,491.29)	74,567.69
Cash balance at beginning of period	73,948.49	98,337.87	47,992.01	98,337.87	-	176,639.60
Cash balance at end of period	<u>\$ 98,337.87</u>	<u>\$ 172,148.30</u>	<u>\$ 36,044.51</u>	<u>\$ 176,639.60</u>	<u>\$ (4,491.29)</u>	<u>\$ 251,207.29</u>

*As of 11/12/2025

**Fountain Lakes Commerce Center North CID
BOKF Trust Fund Comparison**

	2024 (Actual)	2025 (Year to Date)*	2025 Budget (Original)	2025 Budget (Amended)	2026 Budget
Collections					
CID Sales Tax Revenue	\$ 53,312.28	\$ 47,669.44	\$ 60,000.00	\$ 52,003.03	\$ 100,000.00
CID Special Assessment	217,830.31	144,267.29	196,588.93	144,267.29	202,788.22
Interest	-	-	-	-	-
Total Collections	<u>271,142.59</u>	<u>191,936.73</u>	<u>256,588.93</u>	<u>196,270.32</u>	<u>302,788.22</u>
Disbursements					
Bank Fees	-	-	-	-	-
Administrative Fees	-	-	-	-	-
Audit Fees	-	-	-	-	-
Insurance Fees	-	-	-	-	-
Legal Fees	-	-	-	-	-
Project Fund	-	-	-	-	-
Trustee Fees	-	-	-	-	-
Miscellaneous	-	-	-	-	-
Debt Service					
Interest	-	-	-	-	-
Principal Payment	-	-	-	-	-
Total Disbursements	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Increase (decrease) in cash from operations	<u>271,142.59</u>	<u>191,936.73</u>	<u>256,588.93</u>	<u>196,270.32</u>	<u>302,788.22</u>
Bond/Note Activity					
Bond/Note Proceeds	-	-	-	-	-
Capital Expenditures/Cost of Issuance	-	-	-	-	-
Release of Funds	-	-	-	-	-
Bond/Note Redemption	-	-	-	-	-
Total Bond Activity	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund transfers					
Transfers in	-	-	-	-	-
Transfers out	(299,626.82)	(191,936.73)	(256,588.93)	(196,270.32)	(302,788.22)
Total fund transfers	<u>(299,626.82)</u>	<u>(191,936.73)</u>	<u>(256,588.93)</u>	<u>(196,270.32)</u>	<u>(302,788.22)</u>
Increase (decrease) in cash	(28,484.23)	-	-	-	-
Cash balance at beginning of period	28,484.23	-	-	-	-
Cash balance at end of period	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

*As of 11/12/2025

**Fountain Lakes Commerce Center North CID
CID Revenue Account Comparison**

	2024 (Actual)	2025 (Year to Date)*	2025 Budget (Original)	2025 Budget (Amended)	2026 Budget
Collections					
CID Sales Tax Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
CID Special Assessment	-	-	-	-	-
Interest	416.72	238.20	435.01	238.20	-
Total Collections	<u>416.72</u>	<u>238.20</u>	<u>435.01</u>	<u>238.20</u>	<u>-</u>
Disbursements					
Bank Fees	-	-	-	-	-
Administrative Fees	-	-	-	-	-
Audit Fees	-	-	-	-	-
Insurance Fees	-	-	-	-	-
Legal Fees	-	-	-	-	-
Project Fund	-	-	-	-	-
Trustee Fees	3,000.00	1,500.00	3,000.00	1,500.00	-
Miscellaneous	-	-	-	-	-
Debt Service					
Interest	-	-	-	-	-
Principal Payment	-	-	-	-	-
Total Disbursements	<u>3,000.00</u>	<u>1,500.00</u>	<u>3,000.00</u>	<u>1,500.00</u>	<u>-</u>
Increase (decrease) in cash from operations	<u>(2,583.28)</u>	<u>(1,261.80)</u>	<u>(2,564.99)</u>	<u>(1,261.80)</u>	<u>-</u>
Bond/Note Activity					
Bond/Note Proceeds	-	-	-	-	-
Capital Expenditures/Cost of Issuance	-	-	-	-	-
Release of Funds	-	-	-	-	-
Bond/Note Redemption	-	-	-	-	-
Total Bond Activity	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund transfers					
Transfers in	48,339.25	24,284.52	50,205.99	24,284.52	-
Transfers out	(45,044.81)	(35,929.30)	(60,757.16)	(35,929.30)	-
Total fund transfers	<u>3,294.44</u>	<u>(11,644.78)</u>	<u>(10,551.17)</u>	<u>(11,644.78)</u>	<u>-</u>
Increase (decrease) in cash	711.16	(12,906.58)	(13,116.16)	(12,906.58)	-
Cash balance at beginning of period	12,195.42	12,906.58	13,116.16	12,906.58	-
Cash balance at end of period	<u>\$ 12,906.58</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

*As of 11/12/2025

**Fountain Lakes Commerce Center North CID
Special Assessment Account Comparison**

	2024 (Actual)	2025 (Year to Date)*	2025 Budget (Original)	2025 Budget (Amended)	2026 Budget
Collections					
CID Sales Tax Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
CID Special Assessment	-	-	-	-	-
Interest	1,240.31	1,292.25	1,240.31	1,292.25	-
Total Collections	<u>1,240.31</u>	<u>1,292.25</u>	<u>1,240.31</u>	<u>1,292.25</u>	<u>-</u>
Disbursements					
Bank Fees	-	-	-	-	-
Administrative Fees	-	-	-	-	-
Audit Fees	-	-	-	-	-
Insurance Fees	-	-	-	-	-
Legal Fees	-	-	-	-	-
Project Fund	-	-	-	-	-
Trustee Fees	-	-	-	-	-
Miscellaneous	-	-	-	-	-
Debt Service					
Interest	-	-	-	-	-
Principal Payment	-	-	-	-	-
Total Disbursements	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Increase (decrease) in cash from operations	<u>1,240.31</u>	<u>1,292.25</u>	<u>1,240.31</u>	<u>1,292.25</u>	<u>-</u>
Bond/Note Activity					
Bond/Note Proceeds	-	-	-	-	-
Capital Expenditures/Cost of Issuance	-	-	-	-	-
Release of Funds	-	-	-	-	-
Bond/Note Redemption	-	-	-	-	-
Total Bond Activity	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund transfers					
Transfers in	241,410.48	137,728.00	196,588.93	137,728.00	-
Transfers out	(192,041.82)	(189,630.91)	(197,834.75)	(189,630.91)	-
Total fund transfers	<u>49,368.66</u>	<u>(51,902.91)</u>	<u>(1,245.82)</u>	<u>(51,902.91)</u>	<u>-</u>
Increase (decrease) in cash	50,608.97	(50,610.66)	(5.51)	(50,610.66)	-
Cash balance at beginning of period	1.69	50,610.66	5.51	50,610.66	-
Cash balance at end of period	<u>\$ 50,610.66</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

*As of 11/12/2025

**Fountain Lakes Commerce Center North CID
Operating Fund Comparison**

	2024 (Actual)	2025 (Year to Date)*	2025 Budget (Original)	2025 Budget (Amended)	2026 Budget
Collections					
CID Sales Tax Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
CID Special Assessment	-	-	-	-	-
Interest	636.20	244.59	647.85	244.59	-
Total Collections	<u>636.20</u>	<u>244.59</u>	<u>647.85</u>	<u>244.59</u>	<u>-</u>
Disbursements					
Bank Fees	-	-	-	-	-
Administrative Fees	10,008.88	10,013.86	10,000.00	10,013.86	-
Audit Fees	-	-	-	-	-
Insurance Fees	-	-	-	-	-
Legal Fees	-	-	250.00	749.26	-
Project Fund	-	-	-	-	-
Trustee Fees	-	-	-	-	-
Miscellaneous	-	-	-	-	-
Debt Service					
Interest	-	-	-	-	-
Principal Payment	-	-	-	-	-
Total Disbursements	<u>10,008.88</u>	<u>10,763.12</u>	<u>10,250.00</u>	<u>10,763.12</u>	<u>-</u>
Increase (decrease) in cash from operations	<u>10,008.88</u>	<u>(10,518.53)</u>	<u>(9,602.15)</u>	<u>(10,518.53)</u>	<u>-</u>
Bond/Note Activity					
Bond/Note Proceeds	-	-	-	-	-
Capital Expenditures/Cost of Issuance	-	-	-	-	-
Release of Funds	-	-	-	-	-
Bond/Note Redemption	-	-	-	-	-
Total Bond Activity	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund transfers					
Transfers in	9,877.09	9,805.66	9,794.01	9,805.66	-
Transfers out	-	(11,563.09)	-	(11,563.09)	-
Total fund transfers	<u>9,877.09</u>	<u>(1,757.43)</u>	<u>9,794.01</u>	<u>(1,757.43)</u>	<u>-</u>
Increase (decrease) in cash	504.41	(12,275.96)	191.86	(12,275.96)	-
Cash balance at beginning of period	<u>11,771.55</u>	<u>12,275.96</u>	<u>12,287.61</u>	<u>12,275.96</u>	<u>-</u>
Cash balance at end of period	<u>\$ 12,275.96</u>	<u>\$ -</u>	<u>\$ 12,479.46</u>	<u>\$ -</u>	<u>\$ -</u>

*As of 11/12/2025

**Fountain Lakes Commerce Center North CID
Project Account Comparison**

	2024 (Actual)	2025 (Year to Date)*	2025 Budget (Original)	2025 Budget (Amended)	2026 Budget
Collections					
CID Sales Tax Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
CID Special Assessment	-	-	-	-	-
Interest	-	-	-	-	-
Total Collections	-	-	-	-	-
Disbursements					
Bank Fees	-	-	-	-	-
Administrative Fees	-	-	-	-	-
Audit Fees	-	-	-	-	-
Insurance Fees	-	-	-	-	-
Legal Fees	-	-	-	-	-
Project Fund	-	-	-	-	-
Trustee Fees	-	-	-	-	-
Miscellaneous	-	-	-	-	-
Debt Service					
Interest	-	-	-	-	-
Principal Payment	-	-	-	-	-
Total Disbursements	-	-	-	-	-
Increase (decrease) in cash from operations	-	-	-	-	-
Bond/Note Activity					
Bond/Note Proceeds	-	-	-	-	-
Capital Expenditures/Cost of Issuance	-	-	-	-	-
Release of Funds	-	-	-	-	-
Bond/Note Redemption	-	-	-	-	-
Total Bond Activity	-	-	-	-	-
Fund transfers					
Transfers in	-	-	-	-	-
Transfers out	-	-	-	-	-
Total fund transfers	-	-	-	-	-
Increase (decrease) in cash	-	-	-	-	-
Cash balance at beginning of period	-	-	-	-	-
Cash balance at end of period	\$ -	\$ -	\$ -	\$ -	\$ -

*As of 11/12/2025

**Fountain Lakes Commerce Center North CID
Debt Service Account Comparison**

	2024 (Actual)	2025 (Year to Date)*	2025 Budget (Original)	2025 Budget (Amended)	2026 Budget
Collections					
CID Sales Tax Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
CID Special Assessment	-	-	-	-	-
Interest	311.47	207.73	339.79	207.73	-
Total Collections	<u>311.47</u>	<u>207.73</u>	<u>339.79</u>	<u>207.73</u>	<u>-</u>
Disbursements					
Bank Fees	-	-	-	-	-
Administrative Fees	-	-	-	-	-
Audit Fees	-	-	-	-	-
Insurance Fees	-	-	-	-	-
Legal Fees	-	-	-	-	-
Project Fund	-	-	-	-	-
Trustee Fees	-	-	-	-	-
Miscellaneous	-	-	-	-	-
Debt Service					
Interest	237,387.23	218,930.76	258,997.32	218,930.76	-
Principal Payment	-	-	-	-	-
Total Disbursements	<u>(237,075.76)</u>	<u>218,930.76</u>	<u>258,997.32</u>	<u>218,930.76</u>	<u>-</u>
Increase (decrease) in cash from operations		<u>(218,723.03)</u>	<u>(258,657.53)</u>	<u>(218,723.03)</u>	<u>-</u>
Bond/Note Activity					
Bond/Note Proceeds	-	-	-	-	-
Capital Expenditures/Cost of Issuance	-	-	-	-	-
Release of Funds	-	-	-	-	-
Bond/Note Redemption	-	-	-	-	-
Total Bond Activity	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund transfers					
Transfers in	237,086.63	218,904.22	258,602.67	218,904.22	-
Transfers out	-	(207.73)	-	(207.73)	-
Total fund transfers	<u>237,086.63</u>	<u>218,696.49</u>	<u>258,602.67</u>	<u>218,696.49</u>	<u>-</u>
Increase (decrease) in cash	10.87	(26.54)	(54.86)	(26.54)	-
Cash balance at beginning of period	15.67	26.54	54.86	26.54	-
Cash balance at end of period	<u>\$ 26.54</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

*As of 11/12/2025

**Fountain Lakes Commerce Center North CID
Redemption Account Comparison**

	2024 (Actual)	2025 (Year to Date)*	2025 Budget (Original)	2025 Budget (Amended)	2026 Budget
Collections					
CID Sales Tax Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
CID Special Assessment	-	-	-	-	-
Interest	0.28	-	0.31	-	-
Total Collections	<u>0.28</u>	<u>-</u>	<u>0.31</u>	<u>-</u>	<u>-</u>
Disbursements					
Bank Fees	-	-	-	-	-
Administrative Fees	-	-	-	-	-
Audit Fees	-	-	-	-	-
Insurance Fees	-	-	-	-	-
Legal Fees	-	-	-	-	-
Project Fund	-	-	-	-	-
Trustee Fees	-	-	-	-	-
Miscellaneous	-	-	-	-	-
Debt Service					
Interest	-	-	-	-	-
Principal Payment	-	-	-	-	-
Total Disbursements	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Increase (decrease) in cash from operations	<u>0.28</u>	<u>-</u>	<u>0.31</u>	<u>-</u>	<u>-</u>
Bond/Note Activity					
Bond/Note Proceeds	-	-	-	-	-
Capital Expenditures/Cost of Issuance	-	-	-	-	-
Release of Funds	-	-	-	-	-
Bond/Note Redemption	-	-	-	-	-
Total Bond Activity	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund transfers					
Transfers in	-	-	-	-	-
Transfers out	-	(10.42)	(10.76)	(10.42)	-
Total fund transfers	<u>-</u>	<u>(10.42)</u>	<u>(10.76)</u>	<u>(10.42)</u>	<u>-</u>
Increase (decrease) in cash	0.28	(10.42)	(10.45)	(10.42)	-
Cash balance at beginning of period	<u>10.14</u>	<u>10.42</u>	<u>10.45</u>	<u>10.42</u>	<u>-</u>
Cash balance at end of period	<u>\$ 10.42</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

*As of 11/12/2025

**Fountain Lakes Commerce Center North CID
Refunding Account Comparison**

	2024 (Actual)	2025 (Year to Date)*	2025 Budget (Original)	2025 Budget (Amended)	2026 Budget
Collections					
CID Sales Tax Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
CID Special Assessment	-	-	-	-	-
Interest	-	-	-	-	-
Total Collections	-	-	-	-	-
Disbursements					
Bank Fees	-	-	-	-	-
Administrative Fees	-	-	-	-	-
Audit Fees	-	-	-	-	-
Insurance Fees	-	-	-	-	-
Legal Fees	-	-	-	-	-
Project Fund	-	-	-	-	-
Trustee Fees	-	-	-	-	-
Miscellaneous	-	-	-	-	-
Debt Service					
Interest	-	-	-	-	-
Principal Payment	-	-	-	-	-
Total Disbursements	-	-	-	-	-
Increase (decrease) in cash from operations	-	-	-	-	-
Bond/Note Activity					
Bond/Note Proceeds	-	-	-	-	-
Capital Expenditures/Cost of Issuance	-	-	-	-	-
Release of Funds	-	-	-	-	-
Bond/Note Redemption	-	-	-	-	-
Total Bond Activity	-	-	-	-	-
Fund transfers					
Transfers in	-	-	-	-	-
Transfers out	-	-	-	-	-
Total fund transfers	-	-	-	-	-
Increase (decrease) in cash	-	-	-	-	-
Cash balance at beginning of period	-	-	-	-	-
Cash balance at end of period	\$ -	\$ -	\$ -	\$ -	\$ -

*As of 11/12/2025

**Fountain Lakes Commerce Center North CID
Extraordinary Expense Fund Comparison**

	2024 (Actual)	2025 (Year to Date)*	2025 Budget (Original)	2025 Budget (Amended)	2026 Budget
Collections					
CID Sales Tax Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
CID Special Assessment	-	-	-	-	-
Interest	1,037.92	577.47	1,047.63	577.47	-
Total Collections	<u>1,037.92</u>	<u>577.47</u>	<u>1,047.63</u>	<u>577.47</u>	<u>-</u>
Disbursements					
Bank Fees	-	-	-	-	-
Administrative Fees	-	-	-	-	-
Audit Fees	-	-	-	-	-
Insurance Fees	-	-	-	-	-
Legal Fees	-	-	-	-	-
Project Fund	-	-	-	-	-
Trustee Fees	-	-	-	-	-
Miscellaneous	-	-	-	-	-
Debt Service					
Interest	-	-	-	-	-
Principal Payment	-	-	-	-	-
Total Disbursements	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Increase (decrease) in cash from operations	<u>1,037.92</u>	<u>577.47</u>	<u>1,047.63</u>	<u>577.47</u>	<u>-</u>
Bond/Note Activity					
Bond/Note Proceeds	-	-	-	-	-
Capital Expenditures/Cost of Issuance	-	-	-	-	-
Release of Funds	-	-	-	-	-
Bond/Note Redemption	-	-	-	-	-
Total Bond Activity	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund transfers					
Transfers in	-	0.01	-	0.01	-
Transfers out	-	(23,085.19)	-	(23,085.19)	-
Total fund transfers	<u>-</u>	<u>(23,085.18)</u>	<u>-</u>	<u>(23,085.18)</u>	<u>-</u>
Increase (decrease) in cash	1,037.92	(22,507.71)	1,047.63	(22,507.71)	-
Cash balance at beginning of period	<u>21,469.79</u>	<u>22,507.71</u>	<u>22,517.42</u>	<u>22,507.71</u>	<u>-</u>
Cash balance at end of period	<u><u>\$ 22,507.71</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 23,565.05</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

*As of 11/12/2025

**Fountain Lakes Commerce Center North CID
Cost of Issuance Account Comparison**

	2024 (Actual)	2025 (Year to Date)*	2025 Budget (Original)	2025 Budget (Amended)	2026 Budget
Collections					
CID Sales Tax Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
CID Special Assessment	-	-	-	-	-
Interest	-	-	-	-	-
Total Collections	-	-	-	-	-
Disbursements					
Bank Fees	-	-	-	-	-
Administrative Fees	-	-	-	-	-
Audit Fees	-	-	-	-	-
Insurance Fees	-	-	-	-	-
Legal Fees	-	-	-	-	-
Project Fund	-	-	-	-	-
Trustee Fees	-	-	-	-	-
Miscellaneous	-	-	-	-	-
Debt Service					
Interest	-	-	-	-	-
Principal Payment	-	-	-	-	-
Total Disbursements	-	-	-	-	-
Increase (decrease) in cash from operations	-	-	-	-	-
Bond/Note Activity					
Bond/Note Proceeds	-	-	-	-	-
Capital Expenditures/Cost of Issuance	-	-	-	-	-
Release of Funds	-	-	-	-	-
Bond/Note Redemption	-	-	-	-	-
Total Bond Activity	-	-	-	-	-
Fund transfers					
Transfers in	-	-	-	-	-
Transfers out	-	-	-	-	-
Total fund transfers	-	-	-	-	-
Increase (decrease) in cash	-	-	-	-	-
Cash balance at beginning of period	-	-	-	-	-
Cash balance at end of period	\$ -	\$ -	\$ -	\$ -	\$ -

*As of 11/12/2025

**Fountain Lakes Commerce Center North CID
CID Sales Tax Account 2025 ABC Comparison**

	2024 (Actual)	2025 (Year to Date)*	2025 Budget (Original)	2025 Budget (Amended)	2026 Budget
Collections					
CID Sales Tax Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
CID Special Assessment	-	-	-	-	-
Interest	-	44.26	-	48.28	48.28
Total Collections	-	44.26	-	48.28	48.28
Bank Fees	-	-	-	-	-
Administrative Fees	-	-	-	-	-
Audit Fees	-	-	-	-	-
Insurance Fees	-	-	-	-	-
Legal Fees	-	-	-	-	-
Project Fund	-	-	-	-	-
Trustee Fees	-	2,000.00	-	2,000.00	4,000.00
Miscellaneous	-	-	-	-	-
Debt Service					
Interest	-	-	-	-	-
Principal Payment	-	-	-	-	-
Total Disbursements	-	2,000.00	-	2,000.00	4,000.00
Increase (decrease) in cash from operations	-	(1,955.74)	-	(1,951.72)	(3,951.72)
Bond/Note Proceeds	-	-	-	-	-
Capital Expenditures/Cost of Issuance	-	-	-	-	-
Release of Funds	-	-	-	-	-
Bond/Note Redemption	-	-	-	-	-
Total Bond Activity	-	-	-	-	-
Transfers in	-	23,759.48	-	28,093.07	89,160.77
Transfers out	-	(10,137.39)	-	(10,137.39)	(101,213.01)
Total fund transfers	-	13,622.09	-	17,955.68	(12,052.24)
Increase (decrease) in cash	-	11,666.35	-	16,003.96	(16,003.96)
Cash balance at beginning of period	-	-	-	-	16,003.96
Cash balance at end of period	\$ -	\$ 11,666.35	\$ -	\$ 16,003.96	\$ -

*As of 11/12/2025

**Fountain Lakes Commerce Center North CID
Special Assessment Account 2025ABC Comparison**

	2024 (Actual)	2025 (Year to Date)*	2025 Budget (Original)	2025 Budget (Amended)	2026 Budget
Collections					
CID Sales Tax Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
CID Special Assessment	-	-	-	-	-
Interest	-	0.10	-	0.11	0.11
Total Collections	<u>-</u>	<u>0.10</u>	<u>-</u>	<u>0.11</u>	<u>0.11</u>
Bank Fees	-	-	-	-	-
Administrative Fees	-	-	-	-	-
Audit Fees	-	-	-	-	-
Insurance Fees	-	-	-	-	-
Legal Fees	-	-	-	-	-
Project Fund	-	-	-	-	-
Trustee Fees	-	-	-	-	-
Miscellaneous	-	-	-	-	-
Debt Service					
Interest	-	-	-	-	-
Principal Payment	-	-	-	-	-
Total Disbursements	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Increase (decrease) in cash from operations	<u>-</u>	<u>0.10</u>	<u>-</u>	<u>0.11</u>	<u>0.11</u>
Bond/Note Proceeds	-	-	-	-	-
Capital Expenditures/Cost of Issuance	-	-	-	-	-
Release of Funds	-	-	-	-	-
Bond/Note Redemption	-	-	-	-	-
Total Bond Activity	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Transfers in	-	249.40	-	249.40	202,788.22
Transfers out	-	-	-	-	(203,037.84)
Total fund transfers	<u>-</u>	<u>249.40</u>	<u>-</u>	<u>249.40</u>	<u>(249.62)</u>
Increase (decrease) in cash	-	249.50	-	249.51	(249.51)
Cash balance at beginning of period	-	-	-	-	249.51
Cash balance at end of period	<u>\$ -</u>	<u>\$ 249.50</u>	<u>\$ -</u>	<u>\$ 249.51</u>	<u>\$ -</u>

*As of 11/12/2025

**Fountain Lakes Commerce Center North CID
Operating Account 2025 Comparison**

	2024 (Actual)	2025 (Year to Date)*	2025 Budget (Original)	2025 Budget (Amended)	2026 Budget
Collections					
CID Sales Tax Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
CID Special Assessment	-	-	-	-	-
Interest	-	110.85	-	120.93	120.93
Total Collections	<u>-</u>	<u>110.85</u>	<u>-</u>	<u>120.93</u>	<u>120.93</u>
Bank Fees	-	-	-	-	-
Administrative Fees	-	-	-	-	10,000.00
Audit Fees	-	-	-	-	-
Insurance Fees	-	-	-	-	-
Legal Fees	-	-	-	-	250.00
Project Fund	-	-	-	-	-
Trustee Fees	-	-	-	-	-
Miscellaneous	-	-	-	-	-
Debt Service					
Interest	-	-	-	-	-
Principal Payment	-	-	-	-	-
Total Disbursements	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>10,250.00</u>
Increase (decrease) in cash from operations	<u>-</u>	<u>110.85</u>	<u>-</u>	<u>120.93</u>	<u>(10,129.07)</u>
Bond/Note Proceeds	-	-	-	-	-
Capital Expenditures/Cost of Issuance	-	-	-	-	-
Release of Funds	-	-	-	-	-
Bond/Note Redemption	-	-	-	-	-
Total Bond Activity	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Transfers in	-	11,563.09	-	11,563.09	10,839.23
Transfers out	-	-	-	-	-
Total fund transfers	<u>-</u>	<u>11,563.09</u>	<u>-</u>	<u>11,563.09</u>	<u>10,839.23</u>
Increase (decrease) in cash	-	11,673.94	-	11,684.02	710.16
Cash balance at beginning of period	-	-	-	-	11,684.02
Cash balance at end of period	<u>\$ -</u>	<u>\$ 11,673.94</u>	<u>\$ -</u>	<u>\$ 11,684.02</u>	<u>\$ 12,394.18</u>

*As of 11/12/2025

**Fountain Lakes Commerce Center North CID
Debt Service Account 2025A Comparison**

	2024 (Actual)	2025 (Year to Date)*	2025 Budget (Original)	2025 Budget (Amended)	2026 Budget
Collections					
CID Sales Tax Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
CID Special Assessment	-	-	-	-	-
Interest	-	49.14	-	53.61	53.61
Total Collections	<u>-</u>	<u>49.14</u>	<u>-</u>	<u>53.61</u>	<u>53.61</u>
Bank Fees	-	-	-	-	-
Administrative Fees	-	-	-	-	-
Audit Fees	-	-	-	-	-
Insurance Fees	-	-	-	-	-
Legal Fees	-	-	-	-	-
Project Fund	-	-	-	-	-
Trustee Fees	-	-	-	-	-
Miscellaneous	-	-	-	-	-
Debt Service					
Interest	-	16,227.46	-	16,227.46	215,000.00
Principal Payment	-	-	-	-	-
Total Disbursements	<u>-</u>	<u>16,227.46</u>	<u>-</u>	<u>16,227.46</u>	<u>215,000.00</u>
Increase (decrease) in cash from operations	<u>-</u>	<u>(16,178.32)</u>	<u>-</u>	<u>(16,173.85)</u>	<u>(214,946.39)</u>
Bond/Note Proceeds	-	-	-	-	-
Capital Expenditures/Cost of Issuance	-	-	-	-	-
Release of Funds	-	-	-	-	-
Bond/Note Redemption	-	-	-	-	-
Total Bond Activity	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Transfers in	-	16,206.38	-	18,300.60	213,109.49
Transfers out	-	-	-	-	-
Total fund transfers	<u>-</u>	<u>16,206.38</u>	<u>-</u>	<u>18,300.60</u>	<u>213,109.49</u>
Increase (decrease) in cash	-	28.06	-	2,126.75	(1,836.90)
Cash balance at beginning of period	-	-	-	-	2,126.75
Cash balance at end of period	<u>\$ -</u>	<u>\$ 28.06</u>	<u>\$ -</u>	<u>\$ 2,126.75</u>	<u>\$ 289.85</u>

*As of 11/12/2025

**Fountain Lakes Commerce Center North CID
Debt Service Account 2025B Comparison**

	2024 (Actual)	2025 (Year to Date)*	2025 Budget (Original)	2025 Budget (Amended)	2026 Budget
Collections					
CID Sales Tax Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
CID Special Assessment	-	-	-	-	-
Interest	-	-	-	-	-
Total Collections	-	-	-	-	-
Bank Fees	-	-	-	-	-
Administrative Fees	-	-	-	-	-
Audit Fees	-	-	-	-	-
Insurance Fees	-	-	-	-	-
Legal Fees	-	-	-	-	-
Project Fund	-	-	-	-	-
Trustee Fees	-	-	-	-	-
Miscellaneous	-	-	-	-	-
Debt Service					
Interest	-	-	-	-	768.82
Principal Payment	-	-	-	-	-
Total Disbursements	-	-	-	-	768.82
Increase (decrease) in cash from operations	-	-	-	-	(768.82)
Bond/Note Proceeds	-	-	-	-	-
Capital Expenditures/Cost of Issuance	-	-	-	-	-
Release of Funds	-	-	-	-	-
Bond/Note Redemption	-	-	-	-	-
Total Bond Activity	-	-	-	-	-
Transfers in	-	22.05	-	22.05	800.00
Transfers out	-	(22.05)	-	(22.05)	-
Total fund transfers	-	-	-	-	800.00
Increase (decrease) in cash	-	-	-	-	31.18
Cash balance at beginning of period	-	-	-	-	-
Cash balance at end of period	\$ -	\$ -	\$ -	\$ -	\$ 31.18

*As of 11/12/2025

**Fountain Lakes Commerce Center North CID
Debt Service Account 2025C Comparison**

	2024 (Actual)	2025 (Year to Date)*	2025 Budget (Original)	2025 Budget (Amended)	2026 Budget
Collections					
CID Sales Tax Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
CID Special Assessment	-	-	-	-	-
Interest	-	-	-	-	-
Total Collections	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Bank Fees	-	-	-	-	-
Administrative Fees	-	-	-	-	-
Audit Fees	-	-	-	-	-
Insurance Fees	-	-	-	-	-
Legal Fees	-	-	-	-	-
Project Fund	-	-	-	-	-
Trustee Fees	-	-	-	-	-
Miscellaneous	-	-	-	-	-
Debt Service					
Interest	-	-	-	-	-
Principal Payment	-	-	-	-	-
Total Disbursements	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Increase (decrease) in cash from operations	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Bond/Note Proceeds	-	-	-	-	-
Capital Expenditures/Cost of Issuance	-	-	-	-	-
Release of Funds	-	-	-	-	-
Bond/Note Redemption	-	-	-	-	-
Total Bond Activity	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Transfers in	-	-	-	-	-
Transfers out	-	-	-	-	-
Total fund transfers	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Increase (decrease) in cash	-	-	-	-	-
Cash balance at beginning of period	-	-	-	-	-
Cash balance at end of period	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

*As of 11/12/2025

**Fountain Lakes Commerce Center North CID
Redemption Account 2025A Comparison**

	2024 (Actual)	2025 (Year to Date)*	2025 Budget (Original)	2025 Budget (Amended)	2026 Budget
Collections					
CID Sales Tax Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
CID Special Assessment	-	-	-	-	-
Interest	-	-	-	-	-
Total Collections	-	-	-	-	-
Bank Fees	-	-	-	-	-
Administrative Fees	-	-	-	-	-
Audit Fees	-	-	-	-	-
Insurance Fees	-	-	-	-	-
Legal Fees	-	-	-	-	-
Project Fund	-	-	-	-	-
Trustee Fees	-	-	-	-	-
Miscellaneous	-	-	-	-	-
Debt Service					
Interest	-	-	-	-	-
Principal Payment	-	-	-	-	-
Total Disbursements	-	-	-	-	-
Increase (decrease) in cash from operations	-	-	-	-	-
Bond/Note Proceeds	-	-	-	-	-
Capital Expenditures/Cost of Issuance	-	-	-	-	-
Release of Funds	-	-	-	-	-
Bond/Note Redemption	-	-	-	-	-
Total Bond Activity	-	-	-	-	-
Transfers in	-	-	-	-	90,341.36
Transfers out	-	-	-	-	-
Total fund transfers	-	-	-	-	90,341.36
Increase (decrease) in cash	-	-	-	-	90,341.36
Cash balance at beginning of period	-	-	-	-	-
Cash balance at end of period	\$ -	\$ -	\$ -	\$ -	\$ 90,341.36

*As of 11/12/2025

**Fountain Lakes Commerce Center North CID
Redemption Account 2025B Comparison**

	2024 (Actual)	2025 (Year to Date)*	2025 Budget (Original)	2025 Budget (Amended)	2026 Budget
Collections					
CID Sales Tax Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
CID Special Assessment	-	-	-	-	-
Interest	-	-	-	-	-
Total Collections	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Bank Fees	-	-	-	-	-
Administrative Fees	-	-	-	-	-
Audit Fees	-	-	-	-	-
Insurance Fees	-	-	-	-	-
Legal Fees	-	-	-	-	-
Project Fund	-	-	-	-	-
Trustee Fees	-	-	-	-	-
Miscellaneous	-	-	-	-	-
Debt Service					
Interest	-	-	-	-	-
Principal Payment	-	-	-	-	-
Total Disbursements	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Increase (decrease) in cash from operations	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Bond/Note Proceeds	-	-	-	-	-
Capital Expenditures/Cost of Issuance	-	-	-	-	-
Release of Funds	-	-	-	-	-
Bond/Note Redemption	-	-	-	-	-
Total Bond Activity	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Transfers in	-	-	-	-	-
Transfers out	-	-	-	-	-
Total fund transfers	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Increase (decrease) in cash	-	-	-	-	-
Cash balance at beginning of period	-	-	-	-	-
Cash balance at end of period	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

*As of 11/12/2025

**Fountain Lakes Commerce Center North CID
Redemption Account 2025C Comparison**

	2024 (Actual)	2025 (Year to Date)*	2025 Budget (Original)	2025 Budget (Amended)	2026 Budget
Collections					
CID Sales Tax Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
CID Special Assessment	-	-	-	-	-
Interest	-	-	-	-	-
Total Collections	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Bank Fees	-	-	-	-	-
Administrative Fees	-	-	-	-	-
Audit Fees	-	-	-	-	-
Insurance Fees	-	-	-	-	-
Legal Fees	-	-	-	-	-
Project Fund	-	-	-	-	-
Trustee Fees	-	-	-	-	-
Miscellaneous	-	-	-	-	-
Debt Service					
Interest	-	-	-	-	-
Principal Payment	-	-	-	-	-
Total Disbursements	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Increase (decrease) in cash from operations	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Bond/Note Proceeds	-	-	-	-	-
Capital Expenditures/Cost of Issuance	-	-	-	-	-
Release of Funds	-	-	-	-	-
Bond/Note Redemption	-	-	-	-	-
Total Bond Activity	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Transfers in	-	-	-	-	-
Transfers out	-	-	-	-	-
Total fund transfers	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Increase (decrease) in cash	-	-	-	-	-
Cash balance at beginning of period	-	-	-	-	-
Cash balance at end of period	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

*As of 11/12/2025

**Fountain Lakes Commerce Center North CID
Refunding Account 2025 Comparison**

	2024 (Actual)	2025 (Year to Date)*	2025 Budget (Original)	2025 Budget (Amended)	2026 Budget
Collections					
CID Sales Tax Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
CID Special Assessment	-	-	-	-	-
Interest	-	-	-	-	-
Total Collections	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Bank Fees	-	-	-	-	-
Administrative Fees	-	-	-	-	-
Audit Fees	-	-	-	-	-
Insurance Fees	-	-	-	-	-
Legal Fees	-	-	-	-	-
Project Fund	-	-	-	-	-
Trustee Fees	-	-	-	-	-
Miscellaneous	-	-	-	-	-
Debt Service					
Interest	-	-	-	-	-
Principal Payment	-	-	-	-	-
Total Disbursements	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Increase (decrease) in cash from operations	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Bond/Note Proceeds	-	-	-	-	-
Capital Expenditures/Cost of Issuance	-	-	-	-	-
Release of Funds	-	-	-	-	-
Bond/Note Redemption	-	-	-	-	-
Total Bond Activity	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Transfers in	-	-	-	-	-
Transfers out	-	-	-	-	-
Total fund transfers	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Increase (decrease) in cash	-	-	-	-	-
Cash balance at beginning of period	-	-	-	-	-
Cash balance at end of period	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

*As of 11/12/2025

**Fountain Lakes Commerce Center North CID
Cost of Issuance Account 2025ABC Comparison**

	2024 (Actual)	2025 (Year to Date)*	2025 Budget (Original)	2025 Budget (Amended)	2026 Budget
Collections					
CID Sales Tax Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
CID Special Assessment	-	-	-	-	-
Interest	-	86.37	-	94.22	-
Total Collections	<u>-</u>	<u>86.37</u>	<u>-</u>	<u>94.22</u>	<u>-</u>
Bank Fees	-	-	-	-	-
Administrative Fees	-	-	-	-	-
Audit Fees	-	-	-	-	-
Insurance Fees	-	-	-	-	-
Legal Fees	-	-	-	-	-
Project Fund	-	-	-	-	-
Trustee Fees	-	-	-	-	-
Miscellaneous	-	-	-	-	-
Debt Service					
Interest	-	-	-	-	-
Principal Payment	-	-	-	-	-
Total Disbursements	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Increase (decrease) in cash from operations	<u>-</u>	<u>86.37</u>	<u>-</u>	<u>94.22</u>	<u>-</u>
Bond/Note Proceeds	-	160,612.83	-	160,612.83	-
Capital Expenditures/Cost of Issuance	-	(158,612.83)	-	(158,612.83)	-
Release of Funds	-	-	-	-	-
Bond/Note Redemption	-	-	-	-	-
Total Bond Activity	<u>-</u>	<u>2,000.00</u>	<u>-</u>	<u>2,000.00</u>	<u>-</u>
Transfers in	-	-	-	-	-
Transfers out	-	-	-	(2,094.22)	-
Total fund transfers	<u>-</u>	<u>-</u>	<u>-</u>	<u>(2,094.22)</u>	<u>-</u>
Increase (decrease) in cash	-	2,086.37	-	-	-
Cash balance at beginning of period	-	-	-	-	-
Cash balance at end of period	<u>\$ -</u>	<u>\$ 2,086.37</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

*As of 11/12/2025

**Fountain Lakes Commerce Center North CID
Project Account 2025B Comparison**

	2024 (Actual)	2025 (Year to Date)*	2025 Budget (Original)	2025 Budget (Amended)	2026 Budget
Collections					
CID Sales Tax Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
CID Special Assessment	-	-	-	-	-
Interest	-	-	-	-	-
Total Collections	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Bank Fees	-	-	-	-	-
Administrative Fees	-	-	-	-	-
Audit Fees	-	-	-	-	-
Insurance Fees	-	-	-	-	-
Legal Fees	-	-	-	-	-
Project Fund	-	-	-	-	-
Trustee Fees	-	-	-	-	-
Miscellaneous	-	-	-	-	-
Debt Service					
Interest	-	-	-	-	-
Principal Payment	-	-	-	-	-
Total Disbursements	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Increase (decrease) in cash from operations	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Bond/Note Proceeds	-	-	-	-	-
Capital Expenditures/Cost of Issuance	-	-	-	-	-
Release of Funds	-	-	-	-	-
Bond/Note Redemption	-	-	-	-	-
Total Bond Activity	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Transfers in	-	-	-	-	-
Transfers out	-	-	-	-	-
Total fund transfers	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Increase (decrease) in cash	-	-	-	-	-
Cash balance at beginning of period	-	-	-	-	-
Cash balance at end of period	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

*As of 11/12/2025

**Fountain Lakes Commerce Center North CID
Project Account 2025C Comparison**

	2024 (Actual)	2025 (Year to Date)*	2025 Budget (Original)	2025 Budget (Amended)	2026 Budget
Collections					
CID Sales Tax Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
CID Special Assessment	-	-	-	-	-
Interest	-	-	-	-	-
Total Collections	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Bank Fees	-	-	-	-	-
Administrative Fees	-	-	-	-	-
Audit Fees	-	-	-	-	-
Insurance Fees	-	-	-	-	-
Legal Fees	-	-	-	-	-
Project Fund	-	-	-	-	-
Trustee Fees	-	-	-	-	-
Miscellaneous	-	-	-	-	-
Debt Service					
Interest	-	-	-	-	-
Principal Payment	-	-	-	-	-
Total Disbursements	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Increase (decrease) in cash from operations	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Bond/Note Proceeds	-	-	-	-	-
Capital Expenditures/Cost of Issuance	-	-	-	-	-
Release of Funds	-	-	-	-	-
Bond/Note Redemption	-	-	-	-	-
Total Bond Activity	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Transfers in	-	-	-	-	-
Transfers out	-	-	-	-	-
Total fund transfers	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Increase (decrease) in cash	-	-	-	-	-
Cash balance at beginning of period	-	-	-	-	-
Cash balance at end of period	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

*As of 11/12/2025

**Fountain Lakes Commerce Center North CID
Extraordinary Expense Fund 2025ABC Comparison**

	2024 (Actual)	2025 (Year to Date)*	2025 Budget (Original)	2025 Budget (Amended)	2026 Budget
Collections					
CID Sales Tax Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
CID Special Assessment	-	-	-	-	-
Interest	-	191.91	-	209.36	209.36
Total Collections	-	191.91	-	209.36	209.36
Bank Fees	-	-	-	-	-
Administrative Fees	-	-	-	-	-
Audit Fees	-	-	-	-	-
Insurance Fees	-	-	-	-	-
Legal Fees	-	-	-	-	-
Project Fund	-	-	-	-	-
Trustee Fees	-	-	-	-	-
Miscellaneous	-	-	-	-	-
Debt Service					
Interest	-	-	-	-	-
Principal Payment	-	-	-	-	-
Total Disbursements	-	-	-	-	-
Increase (decrease) in cash from operations	-	191.91	-	209.36	209.36
Bond/Note Proceeds	-	-	-	-	-
Capital Expenditures/Cost of Issuance	-	-	-	-	-
Release of Funds	-	-	-	-	-
Bond/Note Redemption	-	-	-	-	-
Total Bond Activity	-	-	-	-	-
Transfers in	-	20,000.00	-	20,000.00	-
Transfers out	-	-	-	-	-
Total fund transfers	-	20,000.00	-	20,000.00	-
Increase (decrease) in cash	-	20,191.91	-	20,209.36	209.36
Cash balance at beginning of period	-	-	-	-	20,209.36
Cash balance at end of period	\$ -	\$ 20,191.91	\$ -	\$ 20,209.36	\$ 20,418.72

*As of 11/12/2025

**Fountain Lakes Commerce Center North CID
Guaranty Account 2025 Comparison**

	2024 (Actual)	2025 (Year to Date)*	2025 Budget (Original)	2025 Budget (Amended)	2026 Budget
Collections					
CID Sales Tax Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
CID Special Assessment	-	-	-	-	-
Interest	-	1,252.17	-	1,366.00	1,366.00
Total Collections	<u>-</u>	<u>1,252.17</u>	<u>-</u>	<u>1,366.00</u>	<u>1,366.00</u>
Bank Fees	-	-	-	-	-
Administrative Fees	-	-	-	-	-
Audit Fees	-	-	-	-	-
Insurance Fees	-	-	-	-	-
Legal Fees	-	-	-	-	-
Project Fund	-	-	-	-	-
Trustee Fees	-	-	-	-	-
Miscellaneous	-	-	-	-	-
Debt Service					
Interest	-	-	-	-	-
Principal Payment	-	-	-	-	-
Total Disbursements	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Increase (decrease) in cash from operations	<u>-</u>	<u>1,252.17</u>	<u>-</u>	<u>1,366.00</u>	<u>1,366.00</u>
Bond/Note Proceeds	-	125,000.00	-	125,000.00	-
Capital Expenditures/Cost of Issuance	-	-	-	-	-
Release of Funds	-	-	-	-	-
Bond/Note Redemption	-	-	-	-	-
Total Bond Activity	<u>-</u>	<u>125,000.00</u>	<u>-</u>	<u>125,000.00</u>	<u>-</u>
Transfers in	-	-	-	-	-
Transfers out	-	-	-	-	-
Total fund transfers	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Increase (decrease) in cash	-	126,252.17	-	126,366.00	1,366.00
Cash balance at beginning of period	-	-	-	-	126,366.00
Cash balance at end of period	<u>\$ -</u>	<u>\$ 126,252.17</u>	<u>\$ -</u>	<u>\$ 126,366.00</u>	<u>\$ 127,732.00</u>

*As of 11/12/2025

**Fountain Lakes Commerce Center North CID
Rebate Account 2025 Comparison**

Reba

	2024 (Actual)	2025 (Year to Date)*	2025 Budget (Original)	2025 Budget (Amended)	2026 Budget
Collections					
CID Sales Tax Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
CID Special Assessment	-	-	-	-	-
Interest	-	-	-	-	-
Total Collections	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Bank Fees	-	-	-	-	-
Administrative Fees	-	-	-	-	-
Audit Fees	-	-	-	-	-
Insurance Fees	-	-	-	-	-
Legal Fees	-	-	-	-	-
Project Fund	-	-	-	-	-
Trustee Fees	-	-	-	-	-
Miscellaneous	-	-	-	-	-
Debt Service					
Interest	-	-	-	-	-
Principal Payment	-	-	-	-	-
Total Disbursements	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Increase (decrease) in cash from operations	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Bond/Note Proceeds	-	-	-	-	-
Capital Expenditures/Cost of Issuance	-	-	-	-	-
Release of Funds	-	-	-	-	-
Bond/Note Redemption	-	-	-	-	-
Total Bond Activity	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Transfers in	-	-	-	-	-
Transfers out	-	-	-	-	-
Total fund transfers	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Increase (decrease) in cash	-	-	-	-	-
Cash balance at beginning of period	-	-	-	-	-
Cash balance at end of period	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

*As of 11/12/2025

**Fountain Lakes Commerce Center North CID
Fund Statement (2024 Fiscal Year Actual)**

	CID Trust Fund (BOKF)	CID Revenue Account	Special Assessment Account	Operating Fund	Project Account	Debt Service Account	Redemption Account	Refunding Account	Extraordinary Expense Fund	Cost of Issuance Account	Fund Total
Collections											
CID Sales Tax Revenue	\$ 53,312.28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 53,312.28
CID Special Assessment	217,830.31	-	-	-	-	-	-	-	-	-	217,830.31
Interest	-	416.72	1,240.31	636.20	-	311.47	0.28	-	1,037.92	-	3,642.90
Total Collections	271,142.59	416.72	1,240.31	636.20	-	311.47	0.28	-	1,037.92	-	274,785.49
Disbursements											
Bank Fees	-	-	-	-	-	-	-	-	-	-	-
Administrative Fees	-	-	-	10,008.88	-	-	-	-	-	-	10,008.88
Audit Fees	-	-	-	-	-	-	-	-	-	-	-
Insurance Fees	-	-	-	-	-	-	-	-	-	-	-
Legal Fees	-	-	-	-	-	-	-	-	-	-	-
Project Fund	-	-	-	-	-	-	-	-	-	-	-
Trustee Fees	-	3,000.00	-	-	-	-	-	-	-	-	3,000.00
Miscellaneous	-	-	-	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	237,387.23	-	-	-	-	237,387.23
Interest	-	-	-	-	-	-	-	-	-	-	-
Principal Payment	-	-	-	-	-	-	-	-	-	-	-
Total Disbursements	-	3,000.00	-	10,008.88	-	237,387.23	-	-	-	-	250,396.11
Increase (decrease) in cash from operations	271,142.59	(2,583.28)	1,240.31	(9,372.68)	-	(237,075.76)	0.28	-	1,037.92	-	24,389.38
Bond/Note Activity											
Bond/Note Proceeds	-	-	-	-	-	-	-	-	-	-	-
Capital Expenditures/Cost of Issuance	-	-	-	-	-	-	-	-	-	-	-
Release of Funds	-	-	-	-	-	-	-	-	-	-	-
Bond/Note Redemption	-	-	-	-	-	-	-	-	-	-	-
Total Bond Activity	-	-	-	-	-	-	-	-	-	-	-
Fund transfers											
Transfers in	-	48,339.25	241,410.48	9,877.09	-	237,086.63	-	-	-	-	536,713.45
Transfers out	(299,626.82)	(45,044.81)	(192,041.82)	-	-	-	-	-	-	-	(536,713.45)
Total fund transfers	(299,626.82)	3,294.44	49,368.66	9,877.09	-	237,086.63	-	-	-	-	-
Increase (decrease) in cash	(28,484.23)	711.16	50,608.97	504.41	-	10.87	0.28	-	1,037.92	-	24,389.38
Cash balance at beginning of period	28,484.23	12,195.42	1.69	11,771.55	-	15.67	10.14	-	21,469.79	-	73,948.49
Cash balance at end of period	\$ -	\$ 12,906.58	\$ 50,610.66	\$ 12,275.96	\$ -	\$ 26.54	\$ 10.42	\$ -	\$ 22,507.71	\$ -	\$ 98,337.87

Fountain Lakes Commerce Center North CID
Fund Statement (2025 Year-to-Date)*

	CID Trust Fund (BORF)	CID Revenue Account	Special Assessment Account	Operating Fund	Project Account	Debt Service Account	Redemption Account	Refunding Account	Extraordinary Expense Fund	Cost of Issuance Account	CID Sales Tax Account 2025 ABC	Special Assessment Account 2025 ABC	Operating Account 2025	Debt Service Account 2025A	Debt Service Account 2025B	Debt Service Account 2025C	Redemption Account 2025A	Redemption Account 2025B	Redemption Account 2025C	Refunding Account 2025	Cost of Issuance Account 2025 ABC	Project Account 2025B	Project Account 2025C	Extraordinary Expense Fund 2025 ABC	Guaranty Account 2025	Rebate Account 2025	Fund Total		
Collections																													
CID Sales Tax Revenue	\$ 47,669.44																											\$ 47,669.44	
CID Special Assessment Interest	144,267.29	238.20	1,292.25	244.59		207.73			577.47		44.26	0.10	110.85	49.14							86.37			191.91	1,252.17		144,267.29		
Total Collections	191,936.73	238.20	1,292.25	244.59		207.73			577.47		44.26	0.10	110.85	49.14							86.37			191.91	1,252.17		196,231.77		
Disbursements																													
Bank Fees		1,500.00		10,763.12		218,930.76					2,000.00			16,227.46															
Administrative Fees				10,013.86																								10,013.86	
Audit Fees																													
Insurance Fees																													
Legal Fees				749.26																								749.26	
Project Fund																													
Trustee Fees		1,500.00									2,000.00																	3,500.00	
Miscellaneous																													
Debt Service Interest						218,930.76								16,227.46														235,158.22	
Principal Payment																													
Total Disbursements		1,500.00		10,763.12		218,930.76			577.47		2,000.00			16,227.46														249,421.34	
Increase (decrease) in cash from operations	191,936.73	(1,261.80)	1,292.25	(10,518.53)		(218,723.03)					(1,955.74)	0.10	110.85	(16,178.32)							86.37			191.91	1,252.17		(53,189.57)		
Bond/Note Activity																													
Bond/Note Proceeds																													
Capital Expenditures/Cost of Issuance																													
Release of Funds																													
Bond/Note Redemption																													
Total Bond Activity																													
Fund transfers																													
Transfers in		24,284.52	137,728.00	9,805.66		218,904.22			0.01		23,759.48	249.40	11,563.09	16,206.38	22.05														
Transfers out	(191,936.73)	(35,929.30)	(189,630.91)	(11,563.09)		(207.73)	(10.42)		(23,085.19)		(10,137.39)				(22.05)													462,522.81	
Total fund transfers	(191,936.73)	(11,644.78)	(51,902.91)	(1,757.43)		218,696.49	(10.42)		(23,085.18)		13,622.09	249.40	11,563.09	16,206.38														(462,522.81)	
Increase (decrease) in cash		(12,906.58)	(50,610.66)	(12,275.96)		(26.54)	(10.42)		(22,807.71)		11,666.35	249.50	11,673.94	28.06							2,086.37			20,191.91	126,352.17		73,810.43		
Cash balance at beginning of period		12,906.58	50,610.66	12,275.96		26.54	10.42		22,807.71																			98,537.87	
Cash balance at end of period																												\$ 172,148.30	

*As of 11/12/2025

**Fountain Lakes Commerce Center North CID
Fund Statement (2025 Original Budget)**

	CID Trust Fund (BOKF)	CID Revenue Account	Special Assessment Account	Operating Fund	Project Account	Debt Service Account	Redemption Account	Refunding Account	Extraordinary Expense Fund	Cost of Issuance Account	Fund Total
Collections											
CID Sales Tax Revenue	\$ 60,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60,000.00
CID Special Assessment	196,588.93	-	-	-	-	-	-	-	-	-	196,588.93
Interest	-	435.01	1,240.31	647.85	-	339.79	0.31	-	1,047.63	-	3,710.89
Total Collections	256,588.93	435.01	1,240.31	647.85	-	339.79	0.31	-	1,047.63	-	260,299.82
Disbursements											
Bank Fees	-	-	-	-	-	-	-	-	-	-	-
Administrative Fees	-	-	-	10,000.00	-	-	-	-	-	-	10,000.00
Audit Fees	-	-	-	-	-	-	-	-	-	-	-
Insurance Fees	-	-	-	-	-	-	-	-	-	-	-
Legal Fees	-	-	-	250.00	-	-	-	-	-	-	250.00
Project Fund	-	-	-	-	-	-	-	-	-	-	-
Trustee Fees	-	3,000.00	-	-	-	-	-	-	-	-	3,000.00
Miscellaneous	-	-	-	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	258,997.32	-	-	-	-	258,997.32
Interest	-	-	-	-	-	-	-	-	-	-	-
Principal Payment	-	-	-	-	-	-	-	-	-	-	-
Total Disbursements	-	3,000.00	-	10,250.00	-	258,997.32	-	-	-	-	272,247.32
Increase (decrease) in cash from operations	256,588.93	(2,564.99)	1,240.31	(9,602.15)	-	(258,657.53)	0.31	-	1,047.63	-	(11,947.50)
Bond/Note Activity											
Bond/Note Proceeds	-	-	-	-	-	-	-	-	-	-	-
Capital Expenditures/Cost of Issuance	-	-	-	-	-	-	-	-	-	-	-
Release of Funds	-	-	-	-	-	-	-	-	-	-	-
Bond/Note Redemption	-	-	-	-	-	-	-	-	-	-	-
Total Bond Activity	-	-	-	-	-	-	-	-	-	-	-
Fund transfers											
Transfers in	-	50,205.99	196,588.93	9,794.01	-	258,602.67	-	-	-	-	515,191.60
Transfers out	(256,588.93)	(60,757.16)	(197,834.75)	-	-	-	(10.76)	-	-	-	(515,191.60)
Total fund transfers	(256,588.93)	(10,551.17)	(1,245.82)	9,794.01	-	258,602.67	(10.76)	-	-	-	-
Increase (decrease) in cash	-	(13,116.16)	(5.51)	191.86	-	(54.86)	(10.45)	-	1,047.63	-	(11,947.50)
Cash balance at beginning of period	-	13,116.16	5.51	12,287.61	-	54.86	10.45	-	22,517.42	-	47,992.01
Cash balance at end of period	\$ -	\$ -	\$ -	\$ 12,479.46	\$ -	\$ -	\$ -	\$ -	\$ 23,565.05	\$ -	\$ 36,044.51

Fountain Lakes Commerce Center North CID
Fund Statement (2025 Amended Budget)

	CID Trust Fund (BORF)	CID Revenue Account	Special Assessment Account	Operating Fund	Project Account	Debt Service Account*	Refunding Account	Extraordinary Expense Fund	Cost of Issuance Account	CID Sales Tax Account	Special Assessment Account	Operating Account	Debt Service Account 2025A	Debt Service Account 2025B	Debt Service Account 2025C	Redemption Account 2025A	Redemption Account 2025B	Redemption Account 2025C	Refunding Account 2025	Cost of Issuance Account 2025/ABC	Project Account 2025B	Project Account 2025C	Extraordinary Expense Fund 2025/ABC	Guaranty Account 2025	Rebate Account 2025	Fund Total	
Collections																											
CID Sales Tax Revenue	\$ 52,003.03																										\$ 52,003.03
CID Special Assessment	144,267.29	238.20	1,292.25	244.59		207.73		577.47		48,228	0.11	120.93	53,611							94,222				1,366.00		144,267.29	
Interest																											4,452.75
Total Collections	196,270.32	238.20	1,292.25	244.59		207.73		577.47		48,228	0.11	120.93	53,611							94,222				1,366.00		200,723.06	
Disbursements																											
Bank Fees																											
Administrative Fees																											
Life Insurance																											
Insurance Fees				10,013.86																							10,013.86
Legal Fees																											
Project Fund				749.26																							749.26
Trustee Fees																											
Miscellaneous		1,500.00								2,000.00																	3,500.00
Debt Service																											
Interest													16,227.46														235,158.22
Principal Payment																											
Total Disbursements		1,500.00		10,763.12		218,930.76		577.47		2,000.00			16,227.46														249,421.34
Increase (decrease) in cash from operations	196,270.32	(1,261.80)	1,292.25	(10,518.53)		(218,723.03)		577.47		(1,951.72)	0.11	120.93	(16,173.85)							94,222				1,366.00		(48,698.28)	
Bond/Note Activity																											
Bond/Note Proceeds																											
Capital Expenditures/ Cost of Issuance																											
Release of Funds																											
Bond/Note Redemption																											
Total Bond Activity																											
Fund transfers																											
Transfers in																											
Transfers out																											
Total fund transfers																											
Increase (decrease) in cash																											
Cash balance at beginning of period																											
Cash balance at end of period																											

Fountain Lakes Commerce Center North CID
Fund Statement (2026 Budget)

	CID Trust Fund (BOKF)	CID Revenue Account	Special Assessment Account	Operating Fund	Project Account	Debt Service Account	Redemption Account	Refunding Account	Extraordinary Expense Fund	Cost of Issuance Account	Operating Account 2025	Debt Service Account 2025A	Debt Service Account 2025B	Debt Service Account 2025C	Redemption Account 2025A	Redemption Account 2025B	Redemption Account 2025C	Refunding Account 2025	Cost of Issuance Account 2025ABC	Project Account 2025B	Project Account 2025C	Extraordinary Expense Fund 2025ABC	Guaranty Account 2025	Rebate Account 2025	Fund Total	
Collections																										
CID Sales Tax Revenue	\$ 100,000.00																									\$ 100,000.00
CID Special Assessment Interest	202,788.22											53.61														202,788.22
											120.93															1,798.29
Total Collections	302,788.22										120.93	53.61														304,586.51
Disbursements																										
Bank Fees																										
Administrative Fees											10,000.00															10,000.00
Audit Fees																										
Insurance Fees											250.00															250.00
Legal Fees																										
Project Fund																										4,000.00
Trustee Fees																										
Miscellaneous																										4,000.00
Debt Service Interest												215,000.00	768.82													215,768.82
Principal Payment																										
Total Disbursements											10,250.00	215,000.00	768.82													230,018.82
Increase (decrease) in cash from operations	302,788.22										(10,129.07)	(214,946.39)	(768.82)													74,567.69
Bond/Note Activity																										
Bond/Note Proceeds																										
Capital Expenditures/Cost of Issuance																										
Release of Funds																										
Bond/Note Redemption																										
Total Bond Activity																										
Fund Transfers																										
Transfers in																										
Transfers out																										
Total fund transfers																										
Increase (decrease) in cash																										
Cash balance at beginning of period																										
Cash balance at end of period																										

RCA FORM (OFFICE USE ONLY)

Bill # N/A

MEETING/DATE: 5/19/2026

Regular Special Comm. of Whole

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 2

Sponsor(s): N/A

Description:

Receipt of the Annual Budget Year Ending December 31, 2025 as Submitted by the Board of Directors of the 1st Capitol Drive Community Improvement District

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

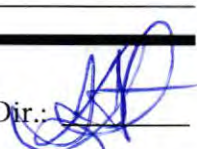
In accordance with RSMo 67.1471 of the CID Act, the attached Annual Budget Year Ending December 31, 2025 for the 1st Capitol Drive Community Improvement District is submitted to the City Council for receipt.

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

Fiscal Impact: N/A

Account #: _____

Project #: _____

RCA Prepared by _____ On Behalf of _____
City Clerk Staff: KSH Council Member(s): N/A Dept. Dir.: 

1st Capitol Drive Community Improvement District

Annual Report for
Year Ending December 31, 2025

St. Charles, Missouri

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3. District Purpose	1
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5. District Boundary Map	4
6. District Financials	5

Signatures on documents attached have been redacted for security purposes.

1. Overview

This Annual Report is submitted to City of St. Charles, Missouri (the "City") and the Missouri Department of Economic Development (MoDED) in accordance with provisions within the Community Improvement District Act (the "CID Act"), Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended.

2. District Description

The 1st Capitol Drive Community Improvement District (the "District"), is an approximately 1.17-acre site located at the corner of First Capitol Drive and South 4th Street in the City, St. Charles County, Missouri and includes a mixed-use, new urbanism style development, with retail, restaurant, office, entertainment, and residential components.

Reporting Period:	January 1, 2025 through December 31, 2025	
Date District Established:	January 4, 2022	
Enacting Ordinance:	City of St. Charles Ordinance No. 22-005	
Date Annual Budget Adopted:	September 30, 2025	
Date Proposed Budget Submitted to Municipality:	September 30, 2025	
Date Annual Report Submitted to Municipal Clerk:	April 29, 2025	
Municipality:	City of St. Charles 200 North 2 nd Street St. Charles, MO 63301	
County:	St. Charles County	
District Administrator:	Development Dynamics, LLC 2897 Highway K, Suite 210 O'Fallon, MO 63368	
District Legal Counsel:	Amundsen Davis 120 S. Central Ave., Suite 700 St. Louis, MO 63105	
Governing Board of Directors:	Chair	Ernie Dempsey
	Secretary/Treasurer	Mary Dempsey
	Assistant Secretary	Jack Dempsey
	Director	Tom Dempsey
	Director	Anna Lersch

3. District Purpose

The District improvements include; The improvements comprising the District Project will include, without limitation, construction, demolition, removal and replacement, clean-up and enhancement, installation, reconstruction, repair and maintenance of all improvements permitted by the CID Act, initially involving, but not restricted to demolition, earth work, erosion control, paving, drainage systems and retention, and improvements to storefronts and building facades, walls, parking lots, pedestrian walkways, awnings, canopies, columns, piers, pilasters, marquees, trelliswork, trash receptacles, planters, islands, landscaping, fences, barriers, retaining walls, drives, sidewalks, patios, signage and other fixtures, and associated or other traffic or parking improvements, crosswalks, water mains and appurtenances, sanitary sewer mains, manholes, and appurtenances, storm sewer lines, area inlets, outfall structures, and other utilities, lighting and landscaping, and pavement and sidewalk extensions and connections onto adjacent streets and/or public rights-of-way.

The costs of the improvements comprising the District Project shall include all "hard" and "soft" costs associated with construction of these improvements, including, without limitation, third party consents; environmental engineering and abatement; surveying, title services, legal, architectural, engineers' and other professional fees; construction cost financing, placement fees and interest; builder's risk insurance, design, engineering, development, project management, architect and contractor fees; other professional costs, including legal and accounting; permits and inspections fees; and temporary construction licenses and business interruption payments necessary to facilitate the timing and extent of construction activities.

4. District Legal Description

Parcel 1 and 2:

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

BEGINNING AT THE NORTHEAST CORNER OF SAID CITY BLOCK 130, SAID POINT BEING THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF FIRST CAPITOL DRIVE (42.08 FEET WIDE) WITH THE WEST RIGHT OF WAY LINE FOURTH STREET (38.50 FEET WIDE), SAID POINT ALSO BEING 16.04 FEET SOUTH OF THE ORIGINAL CENTERLINE OF FIRST CAPITOL DRIVE, FORMERLY KNOWN AS CLAY STREET; THENCE SOUTHWARDLY ALONG SAID WEST RIGHT OF WAY LINE OF FOURTH STREET (38.50 FEET WIDE); SOUTH 21 DEGREES 49 MINUTES 19 SECONDS WEST 195.89 FEET TO THE NORTH LINE OF ADJUSTED PARCEL B OF "TWO TRACTS OF LAND BEING PART OF CITY BLOCK 130", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 34 PAGE 91 OF THE ST. CHARLES COUNTY RECORDS; THENCE WESTWARDLY ALONG SAID NORTH LINE OF ADJUSTED PARCEL B, ALONG THE NORTH LINE OF ADJUSTED PARCEL A OF SAID "TWO TRACTS OF LAND BEING PART OF CITY BLOCK 130", AND ALONG THEE DIRECT WESTWARDLY PROLONGATION THEREOF, NORTH 68 DEGREES 05 MINUTES 59 SECONDS WEST 140.50 FEET TO A POINT IN THE WEST LINE OF PROPERTY CONVEYED TO THE ERNEST W. DEMPSEY LIVING TRUST, DATED OCTOBER 9, 2000 ACCORDING TO THE INSTRUMENT RECORDED IN DEED BOOK 6321 PAGE 571 OF SAID RECORDS AS PARCEL 1; THENCE NORTHWARDLY ALONG SAID WEST LINE OF PARCEL 1 OF THE DEMPSEY LIVING TRUST PROPERTY, NORTH 21 DEGREES 49 MINUTES 19 SECONDS EAST 195.69 FEET TO THE SOUTH RIGHT OF WAY LINE OF FIRST CAPITOL DRIVE (42.08 FEET WIDE), SAID POINT BEING 16.04 FEET SOUTH OF THE ORIGINAL CENTERLINE OF FIRST CAPITOL DRIVE, FORMERLY KNOWN AS CLAY STREET; THENCE EASTWARDLY ALONG SAID SOUTH RIGHT OF WAY LINE OF FIRST CAPITOL DRIVE (42.08 FEET WIDE), SOUTH 68 DEGREES 10 MINUTES 45 SECONDS EAST 140.50 FEET TO THE POINT OF BEGINNING AND CONTAINING 27,508 SQUARE FEET ACCORDING TO CALCULATIONS BY BAX ENGINEERING COMPANY DURING JANUARY 2019.

Parcel 3:

A LOT OF GROUND, PART OF BLOCK NUMBERED EIGHTY-SEVEN (87) OF THE CITY OF ST. CHARLES, MISSOURI, FRONTING THIRTY (30) FEET, MORE OR LESS, ON THE EAST SIDE OF FOURTH STREET AND EXTENDING EASTWARDLY, WITH EVEN WIDTH AND PARALLEL WITH CLAY STREET ONE HUNDRED AND FIFTY (150) FEET, MORE OR LESS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: BEGINNING AT A POINT IN THE EAST LINE OF FOURTH STREET, WHICH POINT IS DISTANT SOUTHWARDLY ONE HUNDR AND THIRTY-EIGHT (138) FEET, MORE OR LESS, FROM THE SOUTH LINE OF CLAY STREET AND WHICH SAID BEGINNING POINT IS ALSO TWO HUNDRED AND SIX (206) FEET, MORE OR LESS, FROM THE NORTHERN LINE OF JACKSON STREET; THENCE EASTWARDLY PARALLEL WITH THE SOUTHERN LINE OF CLAY STREET, ONE HUNDRED AND FIFTY (15) FEET; THENCE SOUTHWARDLY PARALLEL WITH THE EAST LINE OF FOURTH STREET THIRTY (30) FEET; THENCE WESTWARDLY AND PARALLEL WITH SAID SOUTHERN LINE OF CLAY STREET, ONE HUNDRED AND FIFTY (15) FEET TO THE EAST LINE OF FOURTH STREET; THENCE NORTHWARDLY AND ALONG THE EAST LINE OF FOURTH STREET THIRTY (3) FEET TO THE PLACE OF BEGINNING.

EASEMENT FOR PRIVATE ALLEY 10 FEET WIDE EXTENDING FROM SOUTH SIDE OF CLAY STREET SOUTHWARDLY WITH EVEN WIDTH TO THE NORTH LINE OF THE ABOVE DESCRIBED PREMISES, ACCODING TO INSTRUMENT RECORDED IN BOOK 140, PAGE 497 AND AS RECITED IN INSTRUMENT RECORDED 1 BOOK 296, PAGE 164 OF THE ST. CHARLES COUNTY RECORDS.

Parcel 4:

"FIRST: A LOT IN CITY BLOCK NO 87 OF THE CITY OF ST. CHARLES, MISSOURI, FRONTING 54 FEET ON THE NORTHERN LINE OF JACKSON STREET AND EXTENDING NORTHWARDLY WITH EVEN WIDTH ALONG THE EASTERN SIDE OF FOURTH STREET 174 FEET TO THE SOUTHERN LINE OF A LOT NOW OR FORMERLY OWNED BY SHATRO, BEING THE LOTS CONVEYED TO HARLAND H. BROSS AND WIFE BY DEEDS RETORTED IN BOOK 264 PAGE 233 AND BOOK 466 PAGE 692 IN THE ST. CHARLES COUNTY RECORDER'S OFFICE.

SECOND: A LOT IN CITY BLOCK NO. 87 OF THE CITY OF ST. CHARLES, MISSOURI FRONTING 53 FEET, MORE OR LESS, ON THE NORTH SIDE OF JACKSON STREET AND EXTENDING NORTHWARDLY WITH EVEN WIDTH AND PARALLEL WITH FOURTH STREET 173 FEET; BOUNDED ON THE SOUTH BY JACKSON STREET, ON THE WEST BY LOT NOW OR FORMERLY OWNED BY GERMAN METHODIST CHURCH ON THE NORTH BY LOT NOW OR FORMERLY OWNED BY SHATRO AND ON THE EAST BY LOT NOW OR FORMERLY OF HALLEMEIER."

5. District Boundary Map

EXHIBIT B
BOUNDARY MAP



6. District Financials

The District financials are included within the attachments of this report. The financials provide a summary of District revenues, expenditures, outstanding debt, and fund balances.

Attachments:

- Financial Statement for the year ending December 31, 2025

**1st Capitol Drive Community Improvement District
Annual Report of Financial Transactions
For the Period January 1, 2025 to December 31, 2025**

A.	Beginning Balance	\$22,220.18
B.	Summary of Receipts	
	CID Sales Tax	\$15,500.20
	Interest	\$166.76
	Total Receipts	\$15,666.96
C.	Summary of Disbursements	
	Administration Fees	(\$4,000.00)
	Total Disbursements	(\$4,000.00)
D.	Ending Balance	\$33,887.14
E.	Summary of Ending Balance by Depository	
	Enterprise Bank	\$ 33,887.14

F.	Statement of Indebtedness	Outstanding on 01/01/2025	Issued During FY 2025	Retired During FY 2025	Outstanding on 12/31/2025
		\$ -	\$ -	\$ -	\$ -

G. Statement of Assessed Valuation and Tax Rates

The 1st Capitol Drive Community Improvement District does not calculate assessed valuation since it does not impose a property tax. GASB Rule 77 Disclosure: The District has not entered into any property tax abatement agreements during the fiscal year.

The remainder of this page has been left blank intentionally.

RCA FORM (OFFICE USE ONLY)

Bill # N/A

MEETING/DATE: 5/19/2026

Regular Special Comm. of Whole

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 2

Sponsor(s): N/A

Description:

Receipt of the Annual Report for Fiscal Year Ending December 31, 2025 as Submitted by the Board of Directors of the South Fifth Street Community Improvement District ("CID")

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

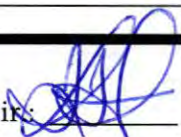
In accordance with RSMo 67.1471 of the CID Act, the attached Annual Budget Year Ending December 31, 2025 for the South Fifth Street Community Improvement District is submitted to the City Council for receipt.

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

Fiscal Impact: N/A

Account #: _____

Project #: _____

RCA Prepared by _____ On Behalf of _____
City Clerk Staff: KSH Council Member(s): N/A Dept. Dir: 

**South Fifth Street
Community Improvement District**

Annual Report
Year Ending December 31, 2025

St. Charles, Missouri

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6. District Financials.....	4

Signatures on any documents have been redacted for security purposes.

1. Annual Report Overview

This Annual Report is submitted to St. Charles, Missouri 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").

2. District Description

South Fifth Street Community Improvement District (the "District") is comprised of an approximately 5.01 acre site located in the City of St. Charles (the "City"), St. Charles County, Missouri located north of Interstate 70, West of South Main Street and South of Ameristar Boulevard.

Reporting Period:	January 1, 2025 through December 31, 2025	
Date District Established:	September 3, 2020	
Enacting Ordinance:	City of St. Charles Ordinance No. 20-126	
CID Sales Tax Effective Date:	October 1, 2022	
CID Special Assessment:	Reso. 23-002 established Special Assessment on CID boundary – see detail below.	
Date Annual Budget Adopted:	December 4, 2025	
Date Proposed Budget Submitted to Municipality:	September 30, 2025	
Date Annual Report Submitted to Municipal Clerk:	April 29, 2025	
Municipality:	City of St. Charles 200 N. Second Street St. Charles, MO 63301	
County:	St. Charles County	
District Administrator:	Development Dynamics, LLC 2897 Highway K, Suite 210 O'Fallon, MO 63368 Phone: 636/561-8602	
District Legal Counsel:		
Governing Board of Directors:	Chair	Sheri Steffens
	Vice Chair	Stacey Fish
	Treasurer	Dylan Steffens
	Director	Randall Fish
	Director	John Voss

3. Purpose

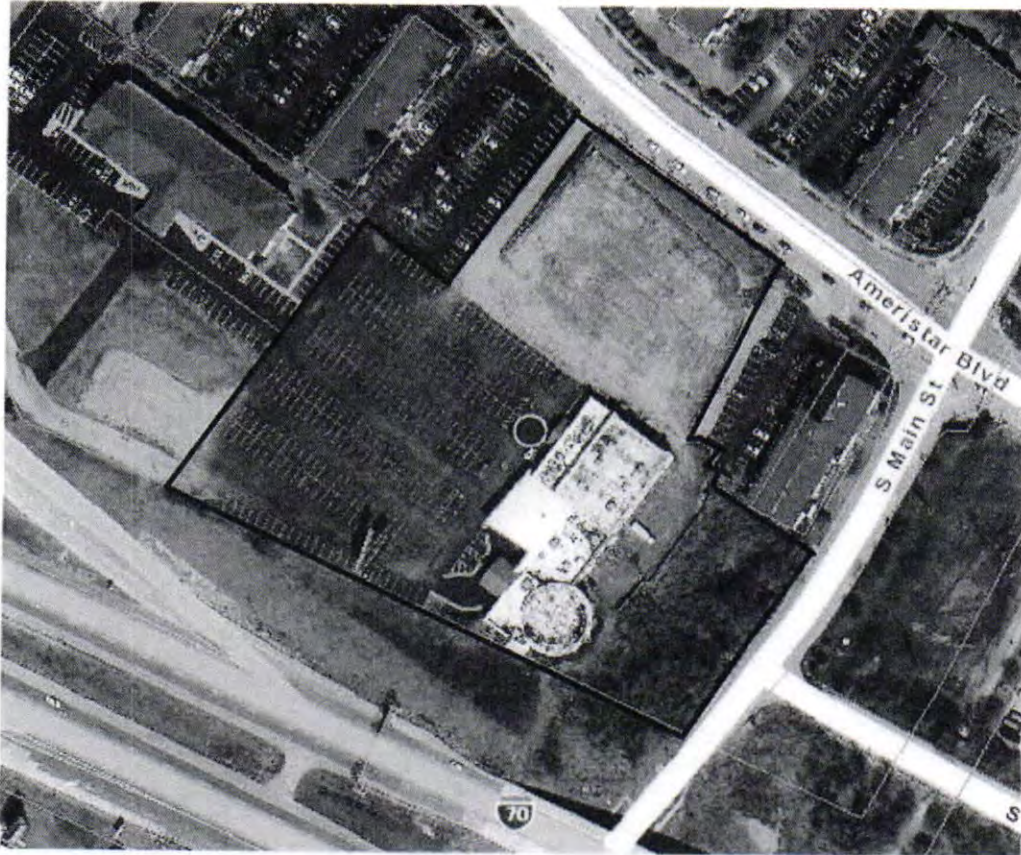
The District was established in 2020 to address improvements to assist with area redevelopment through the construction, reconstruction, installation, repair and maintenance of certain

improvements permitted by the CID Act including, but not necessarily limited to, landscaping, traffic or parking improvements, sidewalks, utilities, and lighting and to acquire real property within the boundaries of the District for such purposes; remedy the blight conditions including, but not limited to, property acquisition, reconstruction, repair, maintenance, demolition, removal, rehabilitation, renovation and equipping of the existing buildings and structures located within the District and to contract with any private property owner for the purposes of same; promotion of business activity, development and retention, and the recruitment of businesses, for the purpose of supporting business activity and economic development; and providing maintenance and security within the District, employing and/or contracting for personnel and services necessary to carry out the purposes of the District and advertising and providing assistance to attract further investment within the District; and the construction of certain public improvements including: (i) street and roadway improvements within the District; (ii) parking lot; (iii) accompanying site preparation, grading, demolition, drainage and detention, pavement, curb, gutter, sidewalk, sanitary water systems, storm water facilities, utilities, signing, striping, lighting, landscaping, irrigation and other similar related improvements.

4. District Legal Description

Lot A of Three Flags Subdivision, a Subdivision according to the plat thereof recorded in Plat Book 36 page 17 of the St. Charles County Records.

5. District Boundary Map



6. District Financials

The District financials are included within the attachments of this report. The financials provide a summary of District revenues, expenditures, outstanding debt, and fund balances.

Attachments:

- Resolutions adopted during 2025 budget year:
 - **Resolution 25-001**, Approving Certificate of Reimbursable Project Costs
 - **Resolution 25-002**, Amending 2025 Budget and Approving 2026 Budget
- Financial Statement for the Year Ending December 31, 2025

South 5th Street Community Improvement District
Annual Report of Financial Transactions
For the Fiscal Year January 1, 2025 to December 31, 2025

A. Beginning Balance		\$	72,169.57
B. Summary of Receipts			
CID Sales Tax	\$	46,434.12	
CID Use Tax	\$	5.66	
Room Tax	\$	154,605.00	
Interest Earnings	\$	743.77	
Total Receipts			\$ 201,788.55
C. Summary of Disbursements			
Banking Fees	\$	(20.00)	
Certificate Payments	\$	(75,130.00)	
Administration Expenses	\$	(10,173.74)	
Total Disbursements			\$ (85,323.74)
D. Ending Balance			\$ 188,634.38
E. Summary of Ending Balance by Depository			\$ 188,634.38

F. Statement of Indebtedness		Outstanding on	Issued During FY	Retired During FY	Outstanding on
	Certificate No. 3	01/01/2025	2025	2025	12/31/2025
		\$ -	\$ 75,130.00	\$ (75,130.00)	\$ -

G. Statement of Assessed Valuation and Tax Rates

The South 5th Street Community Improvement District does not calculate assessed valuation since it does not impose a property tax. GASB 77 Rule: The District has not entered into any property tax abatement agreements during the fiscal year. *The District's room assessment is separately reported.

RESOLUTION NO. 25-001

**A RESOLUTION OF THE SOUTH FIFTH STREET
COMMUNITY IMPROVEMENT DISTRICT APPROVING A
CERTIFICATE OF REIMBURSABLE PROJECT COSTS NO. 3
IN THE AMOUNT OF \$75,130.00; AND AUTHORIZING
CERTAIN ACTIONS IN CONNECTION THEREWITH**

WHEREAS, pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "*CID Act*"), the City of St. Charles, Missouri (the "*City*") adopted Ordinance No. 20-126 on September 1, 2020 (the "*CID Ordinance*"), establishing the South Fifth Street Community Improvement District (the "*CID*") as a political subdivision of the State of Missouri; and

WHEREAS, the District is a political subdivision of the State of Missouri formed for the purpose of undertaking certain public improvements within the boundaries of the District (the "*CID Project*"); and

WHEREAS, pursuant to the CID Ordinance, the CID is authorized to impose a sales and use tax at a rate of one percent (1%) (the "*CID Sales Tax*") on all eligible retail sales made in the CID in accordance with Section 67.1545 of the CID Act; and

WHEREAS, on December 21, 2021, in accordance with the CID Act, the Board of Directors of the CID approved Resolution No. 21-012 authorizing the CID to impose the CID Sales Tax, which CID Sales Tax became effective on October 1, 2022 following approval of the CID Sales Tax by the qualified voters of the CID at an election held in accordance with the CID Act; and

WHEREAS, on September 14, 2023, pursuant to Section 67.1521 of the CID Act, the District's Board of Directors approved Resolution No. 23-002, authorizing the District to levy the Special Assessment; and

WHEREAS, HISSC LLC has submitted to the District evidence of its compliance with the District's bidding and contracting guidelines in connection with the CID Project, and the District desires to confirm that HISSC LLC. has complied with said bidding and contracting guidelines with respect to the portion of the CID Project to which Certificate of Reimbursable Project Costs relates; and

WHEREAS, the Board of Directors of the District desires to approve the verified Reimbursable Project Costs contained in the Certificate of Reimbursable Project Costs and to pay such amounts identified therein out of District Revenues in accordance with the Development Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SOUTH FIFTH STREET COMMUNITY IMPROVEMNET DISTRICT, AS FOLLOWS:

Section 1. Approval of Certificate of Reimbursable Project Costs No. 3. The District's Board of Directors hereby approves the Certificate of Reimbursable Project Costs No. 3 in the amount of \$75,130.00 as set forth on **Exhibit A**, attached hereto and incorporated herein by reference.

Section 2. Execution of the Certificate of Reimbursable Project Costs No. 3. The Chair or Vice Chair of the District is hereby authorized and directed to execute and deliver the Certificate of Reimbursable Project Costs No. 3 for and on behalf of and as the act and deed of the District. The

Secretary or Assistant Secretary of the District is hereby authorized and directed to attest to the Certificate of Reimbursable Project Costs, if necessary.

Section 3. Payment of Reimbursable Project Costs. The District shall reimburse the Developer for verified Reimbursable Project Costs related to the Certificates, as permitted under the CID Act.

Section 4. District Officers to Execute Resolution. The Chair or Vice Chair of the Board of Directors of the District is hereby authorized and directed to execute this Resolution for and on behalf of and as the act and deed of the District and the Secretary or Assistant Secretary of the District is hereby authorized and directed to attest to this Resolution.

Section 5. Further Authority. All actions heretofore taken by the authorized officials, officers, representatives, agents and employees of the District in connection with the transactions contemplated by this Resolution are hereby confirmed and approved, and the District shall, and the officials, officers, representatives, agents and employees of the District are hereby authorized and directed to, take such further action, and execute and deliver such other documents and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the District with respect to the Certificate of Reimbursable Project Costs.

Section 6. Severability. The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void 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 7. Governing Law. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 8. Effective Date. This Resolution shall take effect and be in full force upon its passage by the District's Board of Directors.

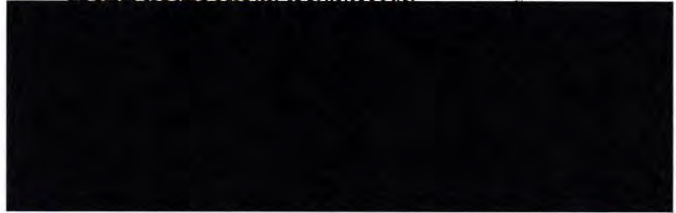
(The remainder of this page is intentionally left blank.)

Passed this 24th day of January, 2025.

I, the undersigned, Chair of the South Fifth Street Community Improvement District, hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the District at a meeting held, after proper notice, on January 24, 2025.



SOUTH FIFTH STREET COMMUNITY



WITNESS my hand and official seal this 24th day of January, 2025.



EXHIBIT A

CERTIFICATE OF REIMBURSABLE PROJECT COSTS NO. 3

(Attached hereto.)

**CERTIFICATE OF REIMBURSABLE PROJECT
COSTS**

To: City Director of Finance, City of St. Charles, Missouri
Chairman, South Fifth Street Community Improvement
District

Re: Certificate of Reimbursable Project Costs

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Development Agreement dated as of November 20, 2020 (the "Agreement") among the City of St. Charles, Missouri (the "City"), the South Fifth Street Community Improvement District (the "Bogey Hills District") and Imperial Catering Company, Inc. (the "Developer"). In connection with the Agreement, the Developer hereby states and certifies that:

1. Each item listed on **Schedule 1** attached hereto is a Reimbursable Project Cost and was incurred in connection with the establishment of the District, the construction of the District Project, and/or the funding and financing of the District Project.

2. These Reimbursable Project Costs have been advanced, paid or reimbursed by the Developer, and are reimbursable under the Agreement and the CID Act.

3. Each item listed on **Schedule 1** has not previously been paid or reimbursed from money derived from the District Sales Tax, and no part thereof has been included in any other certificate previously filed with the District.

4. To the extent any item on **Schedule 1** pertains to the construction of the District Project, there has not been filed with or served upon the 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 request, except to the extent any such lien is being contested in good faith.

5. To the extent any item on **Schedule 1** pertains to the construction of the District Project, all necessary permits and approvals required for the work included in this request have been issued and are in full force and effect.

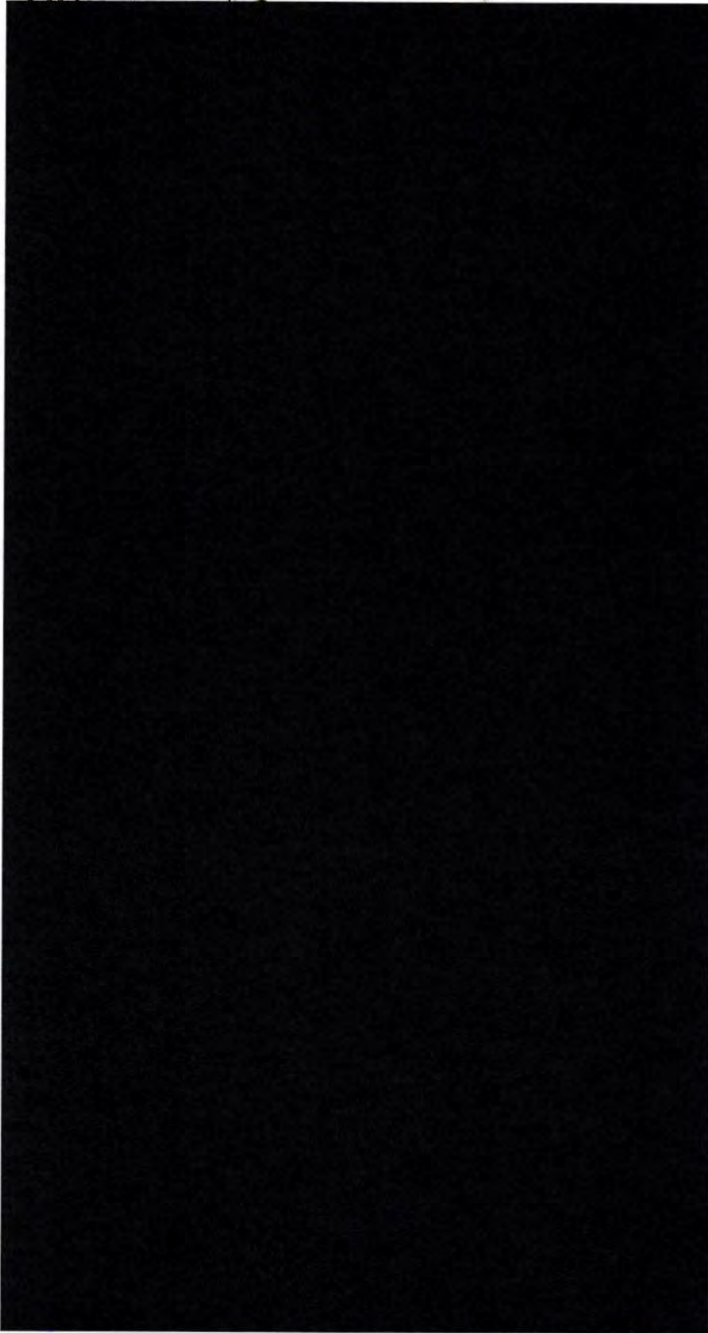
6. To the extent any item on **Schedule 1** pertains to the construction of the District Project, all work for which payment or reimbursement is included in this request has been performed in a good and workmanlike manner and in accordance with the Agreement.

7. If any cost item to be reimbursed under this Certificate is deemed not to constitute a Reimbursable Project Cost within the meaning of the Agreement and the CID Act, the Developer shall have the right to substitute other eligible Reimbursable Project Costs for payment hereunder.

8. The Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes an Event of Default by the Developer under the Agreement.

9. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

IMPERIAL CATERING COMPANY, INC.,



Invoice Number	Date	Company Name	Amount of Check
2022989	10/15/2024	Midwest Service Group	\$ 75,130.00

Total Sitework	Subtotal	\$ 75,130.00
-----------------------	-----------------	---------------------

Approved Costs Amount for Certificate #3

Costs Submitted	\$ 75,130.00
Eligible Costs	\$ 75,130.00
Certificate #3 Amount for Approval	\$ 75,130.00

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 MATERIAL TWICE.



RESOLUTION NO. 25-002

A RESOLUTION OF THE SOUTH FIFTH STREET COMMUNITY IMPROVEMENT DISTRICT AMENDING THE BUDGET OF THE DISTRICT FOR THE FISCAL YEAR ENDING DECEMBER 31, 2025; AND APPROVING THE PROPOSED BUDGET FOR THE FISCAL YEAR ENDING DECEMBER 31, 2026 WITH INSTRUCTIONS TO FORWARD SAME TO THE CITY OF ST. CHARLES, MISSOURI THE MISSOURI DEPARTMENT OF REVENUE, AND THE OFFICE OF MISSOURI STATE AUDITOR IN COMPLIANCE WITH THE COMMUNITY IMPROVEMENT DISTRICT ACT; AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH

WHEREAS, on September 1, 2020 the City of St. Charles, Missouri (the “City”) approved Ordinance No. 20-126 (the “Ordinance”), which established the South Fifth Street Community Improvement District (the “District”) as a political subdivision of the State of Missouri pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the “CID Act”); and

WHEREAS, Section 67.010 of the Revised Statutes of Missouri, as amended, requires each political subdivision of the State of Missouri to prepare an annual budget prior to the beginning of the ensuing fiscal year; and

WHEREAS, Section 67.030 of the Revised Statutes of Missouri, as amended, allows each political subdivision to revise, alter, increase or decrease the items contained in the budget, provided that in no event shall the total authorized expenditures from any fund exceed the estimated revenues to be received plus any unencumbered balance or less any deficit estimated for the beginning of the budget year; and

WHEREAS, Section 67.1471 of the CID Act requires that the District submit its proposed annual budget to the City of St. Charles, Missouri.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF SOUTH FIFTH STREET COMMUNITY IMPROVEMENT DISTRICT, AS FOLLOWS:

Section 1. Amendment of Budget of the District for the Year Ending December 31, 20225. The amended budget of the District for the fiscal year ending December 31, 20225, is hereby approved as set forth on **Exhibit A**, attached hereto and incorporated herein by reference.

Section 2. Approval of a Proposed Budget of the District for the Year Ending December 31, 20226. A preliminary budget of the District for the year ending December 31, 2026, is hereby approved as set forth on **Exhibit A**, attached hereto and incorporated herein by reference. In the event no comments are received from the City requiring adjustments, the preliminary budget shall become the final budget. The Board of Directors authorizes the District Administrator to adjust the budget revenues and expenditures to actual revenues and expenditures. The ending budget should demonstrate revenues plus fund balance exceed expenditures for the fiscal year.

Section 3. District to Submit Preliminary Budget to City. The District shall submit a copy of the preliminary budget to the City for its review and comment in accordance with the CID Act. If the District does not receive written comments from the City’s on or before the date that is the later of 60 days prior to the first day of the year, or 30 days after submission of the proposed budget to the City, the proposed budget shall become the final budget.

Section 4. Executive Director of the District to Forward Proposed Budget to Missouri Department of Revenue and Missouri State Auditor. The District's Executive Director or his or her designee shall send a copy of the proposed budget of the District for the fiscal year ending December 31, 2025 to the Missouri Department of Revenue and the Office of the Missouri State Auditor in accordance with the CID Act.

Section 5. Further Authority. All actions heretofore taken by the authorized representatives, agents and employees of the District in connection with the transaction contemplated by this Resolution are hereby ratified and confirmed, and the District shall, and the representatives, agents and employees of the District are hereby authorized and directed to, take such further action, and execute and deliver such other documents and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 6. Severability. The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void 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 7. Governing Law. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 8. Effective Date. This Resolution shall take effect and be in full force upon its passage by the District.

Passed this 4th day of December, 2025.

I, the undersigned, Chair of the South Fifth Street Community Improvement District, hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the District at a meeting held, after proper notice, on December 4, 2025.



**SOUTH FIFTH STREET
COMMUNITY IMPROVEMENT DISTRICT**



WITNESS my hand and official seal this 4th day of December, 2025.

ATTEST:



EXHIBIT A

**SOUTH FIFTH STREET
COMMUNITY IMPROVEMENT DISTRICT**

**AMENDED BUDGET
YEAR ENDING DECEMBER 31, 2025**

**PRELIMINARY BUDGET
YEAR ENDING DECEMBER 31, 2026**

BOARD OF DIRECTORS

**Sheri Steffens
Chair**

**Randall Fish
Secretary**

**Dylan Steffens
Treasurer**

**Stacey Fish
Vice Chair**

**John Voss
Director**

Development Dynamics
District Administrator

BUDGET MESSAGE

On September 1, 2020, pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "*CID Act*"), the City Council of the City of St. Charles, Missouri (the "*City*") approved Ordinance No. 20-196 (the "*Ordinance*"), which established the South Fifth Street Community Improvement District (the "*District*"). The District is a political subdivision of the State of Missouri.

The Ordinance provided that the District be established for the sole purpose of funding various public improvements within the District boundaries (the "*Project*"), which public improvements are anticipated to be made in connection with the development, operation and maintenance of a mixed-use development containing residential, commercial/retail, senior living and hospitality/entertainment uses. Specifically, the District is proposed to provide funding for the following items: 1) pedestrian or shopping malls and plazas; 2) community gathering spaces; 3) parks, lawns, trees, and any other landscape; 4) sidewalks, trails, streets, ramp, traffic signs; 5) utilities, drainage, water, storm and sewer systems; 5) streetscape, lighting, trash receptacles, marquees, walls, and barriers; and 6) accompanying grading, site work, blasting, or other related infrastructure or site improvements in connection with items 1) through 6).

During the fiscal year ending December 31, 2021, the Board of Directors of the District anticipates adopting a resolution imposing a sales and use tax (the "*CID Sales Tax*") at the rate of one percent (1%) on the receipts from the sale at retail of all eligible tangible personal property or taxable services within its boundaries pursuant to the CID Act, which CID Sales Tax, following its approval by the qualified voters of the District at a mail-in election held in accordance with the CID Act.

In the fiscal year ending December 31, 2024, the District had \$56,014.58 in CID Sales and Use Tax revenues, \$148,574 in Special Assessment revenues and \$682.56 in Interest revenues. The District's expenditures for fiscal year 2024 totaled \$133,572.75. During fiscal year 2024, the district was approved for \$103,950 in reimbursable project costs.

In fiscal year ending December 31, 2025, the District anticipates CID sales tax revenues in the amount of \$46,000, special assessment revenues of \$153,000 and interest income of \$580. The District expects expenditures as follows. Project cost reimbursement of \$209,000, administration expense of \$10,000, bank fees of \$100 and legal fees of \$0. The District expects to be approved for a total of \$209,000 in reimbursable project costs. The expected outstanding Certificates at the fiscal year end are in the amount of \$0.

In fiscal year ending December 31, 2026, the District anticipates CID sales tax revenues in the amount of \$36,000, special assessment revenues of \$158,000 and interest of \$500. The District expects expenditures as follows. Project cost reimbursement of \$82,000, administration expense of \$10,000, bank fees of \$100 and legal of \$0. The District expects to be approved for a total of \$82,000 in reimbursable project costs. The expected outstanding Certificates at the fiscal year end are in the amount of \$0.

South Fifth Street Community Improvement District Proposed Budget Fiscal Year Ending December 31, 2026

	Preliminary 2026 Budget
Income	
CID Sales Tax	36,000.00
CID Use Tax	7.50
Special Assessment	158,000.00
Interest	500.00
Total Income	194,507.50
Expense	
Project Cost Reimbursement	82,000.00
Administration Fee	10,000.00
Insurance	100.00
Legal	0.00
Total Expense	92,100.00
Net Income	102,407.50
Beginning Balance	\$ 52,653.32
Ending Balance	\$ 155,060.82

Obligation Outstanding	Balance 1/1/2026	Issued	Retired	Balance 12/31/2026
Certificates	\$ -	\$ 82,000.00	\$ (82,000.00)	\$ -
Total	\$ -	\$ 82,000.00	\$ *(82,000.00)	\$ -

South Fifth Street Community Improvement District Amended Budget Fiscal Year Ending December 31, 2025
--

	<u>Actual January - September 2025</u>	<u>Amended 2025 Budget</u>	<u>Preliminary 2025 Budget</u>
Income			
CID Sales Tax	34,279.43	46,000.00	60,000.00
CID Use Tax	2.80	3.75	
Special Assessment	114,760.00	153,000.00	160,000.00
Interest	436.39	580.00	0.00
Total Income	<u>149,478.62</u>	<u>199,583.75</u>	<u>220,000.00</u>
Expense			
Project Cost Reimbursement	75,130.00	209,000.00	209,000.00
Administration Fee	7,673.74	10,000.00	7,500.00
Bank Fees	20.00	100.00	1,000.00
Legal	0.00	0.00	2,500.00
Total Expense	<u>82,823.74</u>	<u>219,100.00</u>	<u>11,000.00</u>
Net Income	<u><u>66,654.88</u></u>	<u><u>-19,516.25</u></u>	<u><u>209,000.00</u></u>

Beginning Balance	\$ 72,169.57
Ending Balance	\$ 52,653.32

Obligation Outstanding	Balance 1/1/2025	Issued	Retired	Balance 12/31/2025
Certificates	\$ -	\$ 209,000.00	\$ (209,000.00)	\$ -
Total	\$ -	\$ 209,000.00	\$ (209,000.00)	\$ -

South Fifth Street Community Improvement District Budget to Actual Fiscal Year Ending December 31, 2024
--

	Actual 2024	Original 2024 Budget
Income		
CID Sales Tax	56,014.58	60,000.00
CID Use Tax	0.00	
Special Assessment	148,574.00	146,000.00
Interest	682.56	0.00
Total Income	205,271.14	206,000.00
Expense		
Project Cost Reimbursement	126,063.00	200,000.00
Administration Fee	7,509.75	7,500.00
Insurance	0.00	1,000.00
Legal	0.00	2,500.00
Total Expense	133,572.75	11,000.00
Net Income	71,698.39	195,000.00
Beginning Balance	\$ 471.18	
Ending Balance	\$ 72,169.57	

	Balance 1/1/2024	Issued	Retired	Balance 12/31/2024
Obligation Outstanding				
Certificates	\$ 22,113.00	\$ 103,950.00	\$ (126,063.00)	\$ -
Total	\$ 22,113.00	\$ 103,950.00	\$ (126,063.00)	\$ -

RCA FORM (OFFICE USE ONLY)

Bill # N/A

MEETING/DATE: 5/19/2026
Regular Special Comm. of Whole
ATTACHMENT: YES NO
Report Resolution Ordinance

Request for Council Action

Ward(s): 6 Sponsor(s): N/A

Description:

Receipt of the Annual Report Year Ending December 31, 2025 as Submitted by the Board of Directors of the Suits U Mexico 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 for Year Ending December 31, 2025 for the Suits U Mexico 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 _____ On Behalf of _____
City Clerk Staff: KSH Council Member(s): N/A Dept. Dir.: 

**Suits U Mexico
Community Improvement District**

Annual Report
Year Ending December 31, 2025

St. Charles, Missouri

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4. District Legal Description	3
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Signatures on any documents have been redacted for security purposes.

1. Annual Report Overview

This Annual Report is submitted to St. Charles, Missouri 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").

2. District Description

The Suits U Mexico Community Improvement District is located in the City of St. Charles, Missouri (the "City") and encompasses approximately 2.02 acres of real property along the south side of Mexico Road near the intersection with Muegge Road. The District is a political subdivision, separate from the City, established after the adoption of an ordinance by the City Council. As a political subdivision, the District is managed by a board of directors (the "Board"), appointed by the Mayor with the consent of the City Council.

Reporting Period:	January 1, 2025 through December 31, 2025	
Date District Established:	March 5, 2019	
Enacting Ordinance:	City of St. Charles Ordinance No. 19-059	
CID Sales Tax Effective Date:	Sales tax election yet to be held	
Date Annual Budget Adopted:	September 30, 2025	
Date Proposed Budget Submitted to Municipality:	September 30, 2025	
Date Annual Report Submitted to Municipal Clerk:	April 29, 2025	
Municipality:	City of St. Charles 200 N. Second Street St. Charles, MO 63301	
County:	St. Charles County	
District Administrator:	Development Dynamics, LLC 2897 Highway K, Suite 210 O'Fallon, MO 63368 Phone: 636/561-8602	
Governing Board of Directors:	Gary Grewe	Director
	Bill Appelbaum	Director
	Bruce Evans	Director
	Michael Grewe	Director
	Kyle Lenzen	Director

3. Purpose

The District was formed in 2019 to address improvements (i.e., transportation, utility, and similar capital improvements within the District.

4. District Legal Description

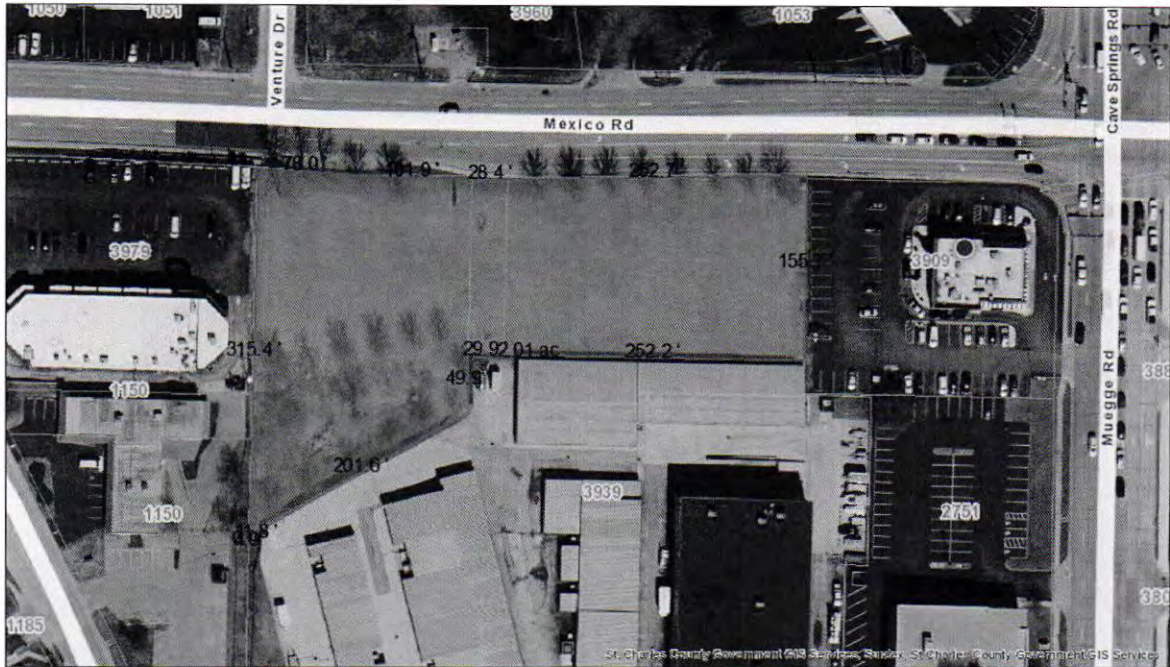
"Re-Subdivision Plat of Lot 1 of Liberty Plaza Center", a subdivision in St. Charles County, Missouri, according to the plat thereof recorded in Plat Book 47 page 309 of the St. Charles County Records

Legal Description - Lot 1A (Tax Locator Number: T151000001): A parcel of ground in the West fractional half of fractional Section 34, Township 47 North, Range 4 East, being part of Lot 1 of Liberty Plaza Center, recorded in Plat Book 32 Page 282, St. Charles Recorders office, St Charles County, Missouri more particularly described as follows: Beginning at the southern line of Mexico Road, irregular width, with the northeast corner of said Lot 1, thence along the southern line of said Mexico Road, the following courses and distances, South 86 degrees 46 minutes 16 seconds East 72.56 feet to a point; and south 88 degrees 45 minutes 46 seconds East 107.84 feet, to a point; thence south 01 degrees 33 minutes 44 seconds West 198.58 feet, along a line parallel with the western line of said Lot 1, to a point; thence south 61 degrees 13 minutes 18 seconds west 201.26 feet to a point; thence south 01 degrees 12 minutes 37 seconds west 12.00 feet, to a point; thence north 88 degrees 47 minutes 23 seconds West 6.75 feet to a point in the Western line of said Lot 1; thence north 01 degrees 33 minutes 44 seconds east 313.79 feet, along the western line of said Lot 1, to the Southern line of said Mexico Road, and to the point of beginning and containing 45,406 square feet or 1.0424 acres.

Legal Description - Lot 1B (Tax Locator Number: T151000002): A parcel of ground in the West fractional half of fractional Section 34, Township 47 North, Range 4 East, being part of Lot 1 of Liberty Plaza Center, recorded in Plat Book 32 Page 282, St. Charles Recorders office, St Charles County, Missouri more particularly described as follows: Beginning at the Northeastern corner of said Lot 1, and the Southern line of Mexico Road, irregular width; thence South 01 degrees 14 minutes 14 seconds West 156.00 feet, along the Eastern line of said Lot 1, to a point; thence North 88 degrees 47 minutes 23 seconds West 252.00 feet, to a point; thence North 01 degrees 33 minutes 44 seconds East 148.12 feet, along a line parallel with the Western line of said Lot 1, to a point in the Southern line of said Mexico Road; thence South 88 degrees 45 minutes 46 seconds East 22.16 feet, along the Southern line of said Mexico Road, to a point; thence North 89 degrees 14 minutes 12 seconds East 229.14 feet, along the Southern line of said Mexico Road, to the point of beginning and containing 38,165 feet or .8761 acres.

Legal Description – a portion of Lot 1C (Tax Locator Number: T151000003): That portion of Lot 1-C comprised of a rectangular strip of land, approximately 30 feet wide, dividing Lot 1-A from Lot 1-B and running approximately 148 feet south from Mexico Road to the south property line of Lot 1-B or approximately 0.1019 acres.

5. District Boundary Map



Boundary With Area on County Map December 13, 2018

1:1,128

Legend:

- polygonLayer
- Override 1
- Parcels - Situs Address Numbers
- Parcels

Source: St Charles County GIS Services. All maps contain copyright of the St Charles County Government and are subject to disclaimer.

6. District Financials

The District financials are included within the attachments of this report. The financials provide a summary of District revenues, expenditures, outstanding debt, and fund balances.

Attachments:

- Financial Statement for the Year Ending December 31, 2025

**Suits U Mexico Community Improvement District
Annual Report of Financial Transactions
For the Fiscal Year January 1, 2025 to December 31, 2025**

A. Beginning Balance		\$	-
B. Summary of Receipts			
CID Sales Tax	\$		-
Interest Earnings	\$		-
Total Receipts		\$	-
C. Summary of Disbursements			
Banking Fees	\$		-
Project Fees	\$		-
District Administrative Costs	\$		-
Total Disbursements		\$	-
D. Ending Balance		\$	-
E. Summary of Ending Balance by Depository		\$	-

F. Statement of indebtedness	Outstanding on 01/01/2025	Issued During 2025	Retired During 2025	Outstanding on 12/31/2025
	\$ -	\$ -	\$ -	\$ -

G. Statement of Assessed Valuation and Tax Rates

The Suits U Mexico Community Improvement District does not calculate assessed valuation since it does not impose a property tax. GASB Rule 77 Disclosure: The District has not entered into any property tax abatement agreements during the fiscal year.

RCA FORM (OFFICE USE ONLY)

Bill # N/A

MEETING/DATE: 5/19/2026

Regular Special Comm. of Whole

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 3

Sponsor(s): N/A

Description:

Receipt of the Annual Report Year Ending December 31, 2025 as Submitted by the Board of Directors of the Veteran's Memorial Parkway Community Improvement District

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

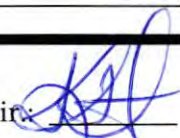
In accordance with RSMo 67.1471 of the CID Act, the attached Annual Report for Year Ending December 31, 2025 for the Veteran's Memorial Parkway Community Improvement District is submitted to the City Council for receipt.

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

Fiscal Impact: _____ N/A _____

Account #: _____

Project #: _____

RCA Prepared by _____ On Behalf of _____
City Clerk Staff: KSH Council Member(s): N/A Dept. Dir: 

**Veterans Memorial Parkway
Community Improvement District**

Annual Report for
Year Ending December 31, 2025

St. Charles, Missouri

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- 1. Overview 2
- 2. District Description 2
- 3. District Purpose 3
- 4. District Legal Description 3
- 5. District Boundary Map 4
- 6. District Financials 4

Signatures on documents attached have been redacted for security purposes.

1. Annual Report Overview

This Annual Report is submitted to City of St. Charles (the “City”), Missouri and the Missouri Department of Economic Development (MoDED) in accordance with provisions within the Community Improvement District Act (the “CID Act”), Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended.

2. District Description

The Veteran’s Memorial Parkway Community Improvement District (the “District”) covers a total of 7.501 acres. The District’s Project includes roadway access improvements and infrastructure related items along Veterans Memorial Parkway as necessary to fulfill the vision of state in the petition.

Reporting Period:	January 1, 2025 through December 31, 2025	
Date District Established:	February 5, 2008	
Enacting Ordinance:	City of St. Charles Ordinance No. 08-30	
CID Sales Tax Effective Date:	January 1, 2009	
Date Annual Budget Adopted:	December 4, 2025	
Date Proposed Budget Submitted to Municipality:	September 30, 2025	
Date Annual Report Submitted to Municipal Clerk:	April 29, 2025	
Municipality:	City of St. Charles 200 North 2 nd Street St. Charles, MO 63301	
County:	St. Charles County	
District Administrator:	Development Dynamics, LLC 2897 Highway K, Suite 210 O’Fallon, MO 63368 Phone: 636/561-8602	
District Legal Counsel:	Hamilton Weber 200 North 3 rd Street St. Charles, Missouri 63368	
Governing Board of Directors:	Chair	Michael McMenemy
	Vice Chair	Kandi R. McMenemy
	Secretary/Treasurer	Steven B. Mix
	Director	Brandy E. Scholwinski
	Director	Kenneth Scholwinski

3. District Purpose

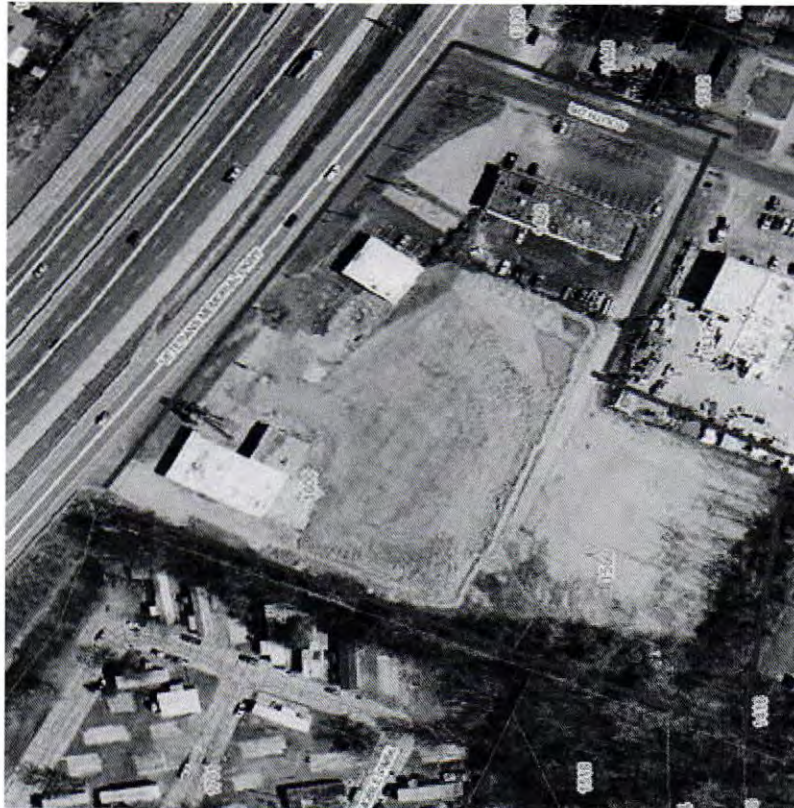
In order to facilitate development in the District, a number of improvements are necessary for the property to reach its highest and best use. To help with the extraordinary redevelopment costs, District revenues are being re-invested in eligible project improvements such as infrastructure improvements, sidewalks, lighting, and landscaping; storm water improvements; and professional fees from engineering to legal to administrative support.

4. District Legal Description

A tract of land being Part of Lots 33 and 38 of Block 9 of Steen and Cunningham's Subdivision, within U.S. Survey 3280, Township 46 North, Range 5 East of the Fifth Principal Meridian, St. Charles County, Missouri and being more particularly described as follows:

BEGINNING at the common corner of Lots 37 and 38 of Block 6, Lots 33 and 38 of Block 9 of said "Steen and Cunningham's Subdivision", being the Northeast corner of Lot 25 of "Boone Hills", a subdivision according to the plat thereof recorded in Plat Book 9, Page 16 of the St. Charles County records (basis of bearings); thence along the East line of said Lot 38 of block 6 of "Steen and Cunningham's subdivision", being the East line of property conveyed to Apex Enterprises, Inc., by deed recorded in Book 318, Page 556 of said records, North 20 degrees 41 minutes 35 seconds East, 424.89 feet the Southern right-of-way line of the South Outer Roadway of Missouri Interstate Highway 70, known as Veterans Memorial Parkway, said point being 75.00 feet perpendicular distance South of South outer roadway centerline station 33+54.93; thence along said right-of-way line of Veterans Memorial Parkway, North 55 degrees 02 minutes 24 seconds West, 50.00 feet; thence leaving said line, North 20 degrees 41 minutes 35 seconds East, 100.09 feet; thence South 55 degrees 02 minutes 24 seconds East, 301.61 feet to the point of curvature of a curve to the left, the radius point of which bears North 34 degrees 57 minutes 36 seconds East; 5,707.58 feet from the last mentioned point; thence along said curve, 466.31 feet; thence South 30 degrees 16 minutes 44 seconds West, 57.00 feet to the aforementioned South right-of-way line of Missouri Interstate Highway 70; thence along said line, South 89 degrees 14 minutes 26 seconds West, 76.85 feet; thence South 69 degrees 58 minutes 45 seconds West, 38.21 feet to the intersection of said South right-of-way line with the West right-of-way of South Drive (variable width); thence along said West right-of-way line of South Drive, South 21 degrees 00 minutes 31 seconds West, 240.41 feet; thence along the North line of property conveyed to Robert and Deborah Canaday by deed recorded in Book 3660, Page 159 of the St. Charles County records, North 69 degrees 45 minutes 15 seconds West, 280.68 feet to the Northwest corner thereof; thence along the West line of said Canaday property, South 20 degrees 25 minutes 03 seconds West, 240.41 feet to the Southwest corner thereof; thence along the North line of property conveyed to Charles and Irene Hof, trustees by deed recorded in Book 3043, Page 1791 of the St. Charles County records, North 69 degrees 27 minutes 40 seconds West, 300.99 feet to the Northwest corner thereof; thence along the East line of Lot 24 and Lot 25 of aforesaid "Boone Hills" subdivision, North 21 degrees 00 minutes 00 seconds East, 201.94 feet to the POINT OF BEGINNING, containing 7.501 acres, more or less.

5. District Boundary Map



6. District Financials

The District financials are included within the attachments of this report. The financials provide a summary of District revenues, expenditures, outstanding debt, and fund balances.

Attachments:

- Resolutions adopted during 2025:
 - **Resolution 25-001**, Approving disbursement of CID funds and past actions
 - **Resolution 25-002**, Amending 2025 and approving 2026 budgets
- Financial Statement for the year ending December 31, 2025

RESOLUTION NO. 25-001

**A RESOLUTION OF THE VETERANS MEMORIAL PARKWAY
COMMUNITY IMPROVEMENT DISTRICT APPROVING THE
DISBURSEMENT OF CID FUNDS; PAST ACTIONS; AND
AUTHORIZING CERTAIN ACTIONS IN CONNECTION
THEREWITH**

WHEREAS, the City of St. Charles, Missouri (the "City") adopted Ordinance No. 08-30 (the "CID Ordinance") establishing the Veterans Memorial Parkway Community Improvement District (the "District") as a political subdivision pursuant to and in accordance with the CID Act for the purpose of funding the certain costs associated with the acquisition, construction, ownership, dedication, maintenance and operation of infrastructure facilities and the provision of public services within its boundaries (together the "Project"), plus all actual and reasonable costs to administer and operate the District; and

WHEREAS, the CID is a political subdivision duly organized and validly existing under the Constitution and laws of the State of Missouri; and

WHEREAS, the CID is authorized and empowered under the CID Act to pay for such improvements and other costs, or to assist in any such activity.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE VETERANS MEMORIAL PARKWAY COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:

Section 1. Authorization and Approval of Payments. The District Administrator has been directed and authorized to take any and all reasonable actions to initiate the payment of available CID funds towards District operational costs and CID Project Costs.

Section 2. Approval of Past Actions. Actions taken by or on behalf of the District for purposes and in furtherance of the proposed projects and ongoing operations of the District are hereby ratified, acknowledged and accepted.

Section 3. Execution of the Resolution. The Chair of the Board of Directors of the District is hereby authorized and directed to execute this Resolution for and on behalf of and as the act and deed of the District and that the Secretary of the District is hereby authorized and directed to attest to this Resolution.

Section 4. Further Authority. All actions heretofore taken by the authorized representatives of the District in connection with the transactions contemplated by this Resolution are hereby ratified and confirmed, and the CID shall, and the representatives of the CID are hereby authorized and directed to, take such further action, and execute and deliver such other documents and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the CID with respect to the reimbursement.

Section 5. Severability. The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the CID

has enacted the valid portions without the void 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 6. Governing Law. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 7. Effective Date. This Resolution shall take effect and be in full force upon its adoption by the Board of Directors of the CID.

Passed this 4th day of December, 2025.

I, the undersigned, Chair of the Veterans Memorial Parkway Community Improvement District, hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the District at a meeting held, after proper notice, on December 4, 2025.

**VETERANS MEMORIAL PARKWAY
COMMUNITY IMPROVEMENT DISTRICT**



WITNESS my hand and official seal this 4th day of December, 2025.

ATTEST:



**VETERANS MEMORIAL PARKWAY COMMUNITY IMPROVEMENT DISTRICT
PAST ACTIONS EXPENSES PAID DECEMBER 3, 2024 THROUGH DECEMBER 2, 2025**

**Veterans Memorial Parkway CID
Expenses by Vendor Detail**

December 3, 2024 through December 2, 2025

Type	Date	Num	Memo	Account	Clr	Split	Debit	Credit	Original Amount	Balance
Bernard Michael McMenamy Trust										
Check	12/11/2024		Note Repay...	Interest		Midwest Ban...	9,400.64		9,400.64	9,400.64
Check	12/11/2024		Note Repay...	Principal		Midwest Ban...	25,599.36		25,599.36	35,000.00
Check	06/13/2025	wire	Note Repay...	Interest		Midwest Ban...	17,400.27		17,400.27	52,400.27
Check	06/13/2025	wire	Note Repay...	Principal		Midwest Ban...	12,599.73		12,599.73	65,000.00
Total Bernard Michael McMenamy Trust							65,000.00	0.00		65,000.00
Development Dynamics										
Check	11/03/2025	2008	Invoice #202...	Admin Fee		Midwest Ban...	4,000.00		4,000.00	4,000.00
Total Development Dynamics							4,000.00	0.00		4,000.00
TOTAL							69,000.00	0.00		69,000.00

RESOLUTION NO. 25-002

A RESOLUTION OF THE VETERANS MEMORIAL PARKWAY COMMUNITY IMPROVEMENT DISTRICT AMENDING THE BUDGET FOR THE YEAR ENDING DECEMBER 31, 2025; APPROVING THE BUDGET FOR THE YEAR ENDING DECEMBER 31, 2026 WITH INSTRUCTIONS TO FORWARD SAME TO THE CITY OF ST. CHARLES, MISSOURI IN COMPLIANCE WITH THE COMMUNITY IMPROVEMENT DISTRICT ACT AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the Veterans Memorial Parkway Community Improvement District (the "*District*") is a community improvement district and a political subdivision of the State of Missouri organized under the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "*CID Act*"); and

WHEREAS, Section 67.010 of the Revised Statutes of Missouri, as amended, requires each political subdivision of the State of Missouri to prepare an annual budget prior to the beginning of the ensuing fiscal year; and

WHEREAS, Section 67.030 of the Revised Statutes of Missouri, as amended, allows each political subdivision to revise, alter, increase or decrease the items contained in the budget; provided that in no event shall the total authorized expenditures from any fund exceed the estimated revenues to be received plus any unencumbered balance or less any deficit estimated for the beginning of the budget year; and

WHEREAS, Section 67.1471 of the CID Act requires that the District shall submit the proposed annual budget prior to the beginning of each fiscal year to the City Council of the City of St. Charles, Missouri (the "*City*").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE VETERANS MEMORIAL PARKWAY COMMUNITY IMPROVEMENT DISTRICT, AS FOLLOWS:

Section 1. Amendment of Budget for Fiscal Year Ending December 31, 2025. The budget of the District for the fiscal year ending December 31, 2025, is hereby amended as set forth on Exhibit A, attached hereto and incorporated herein by reference.

Section 2. Approval of Proposed Budget for Fiscal Year Ending December 31, 2026. The budget of the District for the fiscal year ending December 31, 2026, is hereby approved as set forth on Exhibit A, attached hereto and incorporated herein by reference.

Section 3. Forward Proposed Budget to the City. The District's Administrator, Secretary, or Assistant Secretary or his or her designee shall submit a copy of the proposed budget referenced in Section 2 of this Resolution to the to the City Clerk of the City, with a copy to the City Attorney, for the City's review and comment. If the District does not receive written comments from the City Council of the City on or before the date that is the later of (a) 60 days prior to the first day of the fiscal year ending December 31, 2026, or (b) 30 days after submission of the budget to the City, the proposed budget shall become the final budget.

Section 4. District Officers to Execute Resolution. The Chair or Vice Chair of the Board of Directors of the District is hereby authorized and directed to execute this Resolution for and on behalf

of and as the act and deed of the District and the Secretary or Assistant Secretary of the District is hereby authorized and directed to attest to this Resolution.

Section 5. Further Authority. All actions heretofore taken by the authorized officials, officers, representatives, agents, and employees of the District in connection with the transactions contemplated by this Resolution are hereby confirmed and approved, and the District shall, and the officials, officers, representatives, agents, and employees of the District are hereby authorized and directed to, take such further action, and execute and deliver such other documents and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 6. Severability. The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void 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 7. Governing Law. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 8. Effective Date. This Resolution shall take effect and be in full force upon its passage by the Board of Directors of the District.

(The remainder of this page is left intentionally blank.)

Passed this 4th day of December, 2025.

I, the undersigned, Chair of the Veterans Memorial Parkway Community Improvement District, hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the District at a meeting held, after proper notice, on December 4, 2025.



**VETERANS MEMORIAL PARKWAY
COMMUNITY IMPROVEMENT DISTRICT**



WITNESS my hand and official seal this 4th day of December, 2025.

ATTEST:



EXHIBIT A

**Veterans Memorial Parkway
Community Improvement District**

**PROPOSED BUDGET
Year Ending - DECEMBER 31, 2026**

**AMENDED BUDGET
Year Ending - DECEMBER 31, 2025**

**BUDGET TO ACTUAL
Year Ending - DECEMBER 31, 2024**

BUDGET MESSAGE

Pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "CID Act"), the Veterans Memorial Parkway Community Improvement District (the "District") was formed in the City of St. Charles, Missouri (the "City") as proposed by Petition for Creation of a Community Improvement District (the "Petition"), filed with the Clerk of the City of St. Charles, in accordance with Section 67.1421.5 of the CID Act.

The District was established in accordance with the CID Act for the purposes of undertaking various public improvement projects and providing revenues to repay obligations issued in relation to the Project. In accordance with the CID Act, the District's board of directors approved Resolution No. 2008-10, authorizing the District to impose a community improvement district sales and use tax at the rates of one percent (1%) upon approval by the qualified voters of the District. The CID sales and use tax applies to receipts from the sale at retail of all tangible personal property or taxable services at retail within the District, if such property and services are subject to taxation by the State of Missouri pursuant to the provisions of Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, except those sales that are excluded.

Pursuant to Section 67.1545.4 of the CID Act, the director of the Missouri Department of Revenue will collect the CID Sales Tax and deduct the reasonable and actual cost of such collection (in an amount equal to 1% of the CID Sales Tax collected) from the CID Sales Tax.

Pursuant to Resolution No. 19-001 the District previously issued Series 2019 Revenue Notes in the principal amount of \$814,181.78, dated October 17, 2019, for the purpose of financing eligible project costs within the District. The Notes bear interest at the rates set forth in the Trust Indenture. Annual budgeted appropriations include the amounts necessary to meet the scheduled debt service requirements.

The District began the year ending December 31, 2024 a fund balance of \$2,128. The District received CID Sales and Use Tax revenues in the amount of \$69,838 and incurred expenses of \$69,149, consisting of operational costs and payments on the Note Obligations. At year end, the outstanding debt of the District was \$627,036.81. The year end fund balance was \$2,817.

During the year ending December 31, 2025, the District began the year with a fund balance of \$2,817. The District anticipates CID Sales and Use Tax revenues of approximately \$64,775 and expenses of \$66,170, consisting of operational costs and payments on the Note Obligations. The year end fund balance is anticipated to be approximately \$1,422. The outstanding balance on the Note Obligation is anticipated to be approximately \$599,488.

During the year ending December 31, 2026, the District anticipates beginning the year with a fund balance of approximately \$1,422. The District further anticipates CID Sales and Use Tax revenues of approximately \$60,675 and expenses of \$60,997 consisting of operational costs and payments on the Note Obligations. The year end fund balance is anticipated to be approximately \$1,100. The outstanding balance on the Note Obligation is anticipated to be approximately \$575,488.

**Veteran's Memorial Parkway CID
Proposed Budget
Fiscal Year Ending December 31, 2026**

	Proposed Budget
Income	
CID Sales Tax	\$ 59,500.00
CID Use Tax	\$ 1,175.00
Total Income	\$ 60,675.00
Operating Expense	
Administration	\$ 4,120.00
Bank Fee	\$ 200.00
Note Repayment	
Interest	\$ 32,677.17
Principal	\$ 24,000.00
Total Note Repayment	\$ 56,677.17
Total Expense	\$ 60,997.17
Net Income	\$ (322.17)
Beginning Balance	\$ 1,421.97
Ending Balance	\$ 1,099.80

Outstanding Debt	01/01/2026	Issued	Retired	12/31/2026
Series 2019 Revenue Note	\$ 599,487.71	\$ -	\$ (24,000.00)	\$ 575,487.71

***The Series 2019 Revenue Note was issued pursuant to Resolution No. 19-001,
adopted on 10/17/2019.

**Veteran's Memorial Parkway CID
Amended Budget
Fiscal Year Ending December 31, 2025**

	Actual January - October 2025	Amended Budget	Proposed Budget
Income			
CID Sales Tax	\$ 52,713.80	\$ 63,500.00	\$ 60,000.00
CID Use Tax	\$ 1,062.92	\$ 1,275.00	\$ -
Total Income	\$ 53,776.72	\$ 64,775.00	\$ 60,000.00
Operating Expense			
Administration	\$ -	\$ 4,000.00	\$ 4,000.00
Bank Fee	\$ 139.50	\$ 170.00	\$ 100.00
Note Repayment			
Interest	\$ 17,400.27	\$ 34,450.90	\$ 12,500.00
Principal	\$ 12,599.73	\$ 27,549.10	\$ 43,400.00
Total Note Repayment	\$ 30,000.00	\$ 62,000.00	\$ 55,900.00
Total Expense	\$ 30,139.50	\$ 66,170.00	\$ 60,000.00
Net Income	\$ 23,637.22	\$ (1,395.00)	\$ -

Beginning Balance	\$ 2,816.97
Ending Balance	\$ 1,421.97

Outstanding Debt	01/01/2025	Issued	Retired	12/31/2025
Series 2019 Revenue Note	\$ 627,036.81	\$ -	\$ (27,549.10)	\$ 599,487.71

***The Series 2019 Revenue Note was issued pursuant to Resolution No. 19-001,
adopted on 10/17/2019.

**Veteran's Memorial Parkway CID
Budget to Actual
Fiscal Year Ending December 31, 2024**

	2024 Actual	Amended Budget	Original Budget
Income			
CID Sales Tax	\$ 68,504.85	\$ 70,000.00	\$ 60,000.00
CID Use Tax	\$ 1,333.58		\$ -
Total Income	\$ 69,838.43	\$ 70,000.00	\$ 60,000.00
Operating Expense			
Administration	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
Bank Fee	\$ 149.40	\$ 200.00	\$ 100.00
Note Repayment			
Interest	\$ 16,159.41	\$ 16,160.00	\$ 12,500.00
Principal	\$ 48,840.59	\$ 48,840.00	\$ 43,400.00
Total Note Repayment	\$ 65,000.00	\$ 65,000.00	\$ 55,900.00
Total Expense	\$ 69,149.40	\$ 69,200.00	\$ 56,000.00
Net Income	\$ 689.03	\$ 800.00	\$ 4,000.00
Beginning Balance	\$ 2,127.94		
Ending Balance	\$ 2,816.97		

Outstanding Debt	01/01/2024	Issued	Retired	12/31/2024
Series 2019 Revenue Note	\$675,877.40	\$ -	\$ (48,840.59)	\$ 627,036.81

***The Series 2019 Revenue Note was issued pursuant to Resolution No. 19-001,
adopted on 10/17/2019.

Veteran's Memorial Parkway Community Improvement District
Annual Report of Financial Transactions
For the Fiscal Year January 1, 2025 to December 31, 2025

A. Beginning Balance		\$	2,816.97
B. Summary of Receipts			
CID Sales Tax	\$ 66,131.91		
CID Use Tax	\$ 1,126.75		
Interest	\$ 6.00		
Total Receipts		\$	67,264.66
C. Summary of Disbursements			
Bank Fees	\$ (155.40)		
Note Repayment - Principal	\$ (29,549.10)		
Note Repayment - Interest	\$ (34,450.90)		
Administration Expenses	\$ (4,000.00)		
Total Disbursements		\$	(68,155.40)
D. Ending Balance		\$	1,926.23
E. Summary of Ending Balance by Depository			
Midwest Bank Centre		\$	1,926.23

F. Statement of Indebtedness
 Note Obligations

	Outstanding on 01/01/2025	Issued During 2025	Retired During 2025	Outstanding on 12/31/2025
\$	627,036.81	\$ -	\$ (29,549.10)	\$ 597,487.71

G. Statement of Assessed Valuation and Tax Rates

The Veteran's Memorial Parkway Community Improvement District does not calculate assessed valuation since it does not impose a property tax. Government Accounting Standards Board (GASB) Rule 77 Disclosure: The District has not entered into any property tax abatement agreements during the fiscal year.

RCA FORM (OFFICE USE ONLY)

Bill # N/A

MEETING/DATE: 5/19/2026

Regular Special Comm. of Whole

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 3

Sponsor(s): N/A

Description:

Receipt of the Annual Report Year Ending December 31, 2025 as Submitted by the Board of Directors of the Fairgrounds Road 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 for Year Ending December 31, 2025 for the Fairgrounds Road 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 _____ On Behalf of _____
City Clerk Staff: KSH Council Member(s): N/A Dept. Dir: 

**Fairgrounds Road
Community Improvement District**

Annual Report for
Year Ending December 31, 2025

St. Charles, Missouri

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1. Annual Report Overview

This Annual Report is submitted to City of St. Charles, Missouri and the Missouri Department of Economic Development (MoDED) in accordance with provisions within the Community Improvement District Act (the "CID Act"), Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended.

2. District Description

The Fairgrounds Road Community Improvement District (the "District") encompasses approximately 55 acres of real property located in the City of St. Charles, St. Charles County, Missouri.

Reporting Period:	January 1, 2025 through December 31, 2025	
Date District Established:	June 19, 2007	
Enacting Ordinance:	City of St. Charles Ordinance No. 07-173	
Date Annual Budget Adopted:	September 30, 2025	
Date Proposed Budget Submitted to Municipality:	September 30, 2025	
Date Annual Report Submitted to Municipal Clerk:	April 29, 2025	
Municipality:	City of St. Charles 200 N. 2 nd Street St. Charles, MO 63301	
County:	St. Charles County	
District Administrator:	Development Dynamics, LLC 2897 Highway K, Suite 210 O'Fallon, MO 63368 Phone: 636/561-8602	
District Legal Counsel:	Hamilton Weber, LLC 200 North 3 rd Street St. Charles, Missouri 63301	
Governing Board of Directors:	Chair:	Jeffery Kolb
	Vice Chair:	Mark Roden
	Secretary:	Brad Kazmaier
	Treasurer:	Steve Krause
	Director:	Robert Kahn

3. District Purpose

The primary purpose of the District was to help provide a means to construct certain public infrastructure improvements including, roadways and related transportation improvements, lighting and landscaping within its boundaries; waterworks improvements; and sewerage system improvements within the boundaries of the CID.

4. District Legal Description

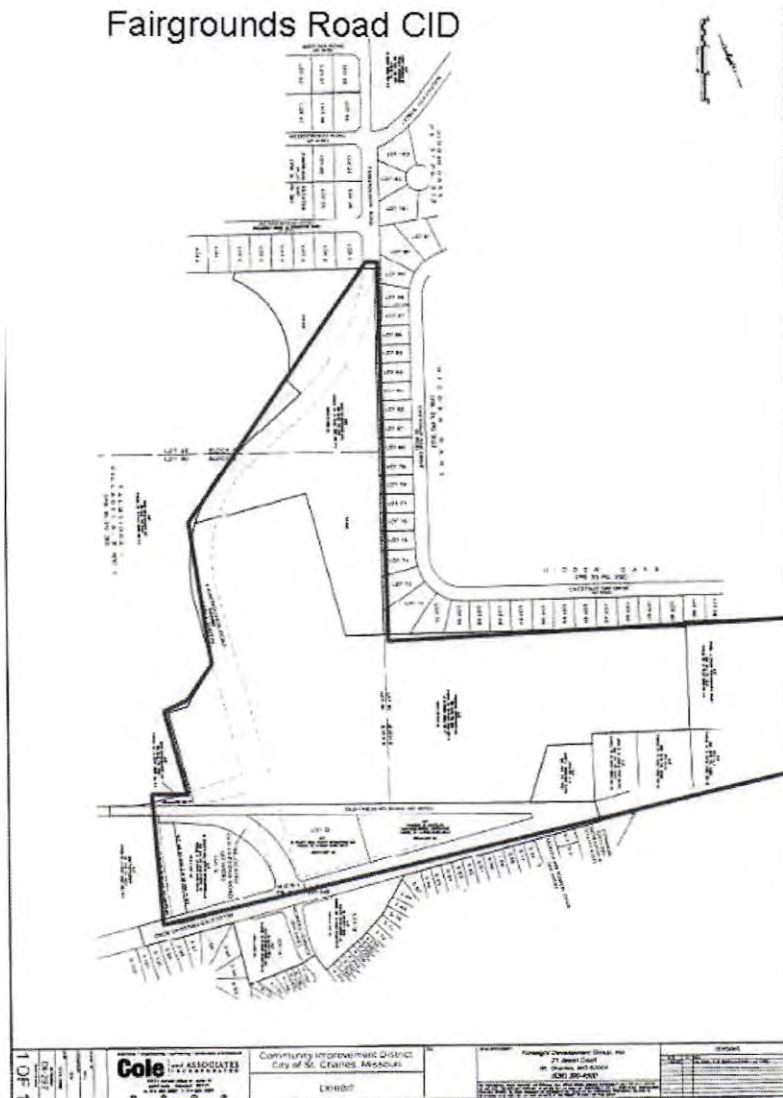
A tract of land being part of lots 42, 43, 44, 45, 50, 51, 61, and 62 of block 9 of the Steen & Cunningham Subdivision of the St. Charles Commons, and Lot D and part of Lot E of Montclair, a subdivision, as recorded in Plat Book 40, Pages 237-243 of the St. Charles County, Missouri Recorder's Office, all located in US Survey 2982 and US Survey 3280, Township 46 North, Range 4 and Range 5 East, St. Charles County, Missouri and being more particularly described as follows:

Commencing at the Southwest corner of Hidden Oaks, a subdivision, as recorded in Plat Book 31, pages 312-315 of said recorder's office; thence along the Southern prolongation of the West line of said Hidden Oaks, South 22 degrees 02 minutes 40 seconds West, a distance of 20.00 feet to the true Point of Beginning; thence along a line 20.00 feet South of and parallel to the South line of said Hidden Oaks, South 67 degrees 49 minutes 46 seconds East, a distance of 1120.18 feet to the West line of land now or formerly of Russell Crider, as recorded by deed in Book 923, Page 1619 of said recorder's office; thence along said West line, South 21 degrees 11 minutes 13 seconds West, a distance of 388.51 feet to the North line of land now or formerly of APH, LLC as recorded by deed in Book 2436, Page 1455 of said recorder's office; thence along said North line and the North line of John R. and June E. Kain, (H/W) as recorded by deed in Book 704, Page 1557 of said recorder's office, North 68 degrees 39 minutes 17 seconds West, a distance of 361.44 feet to the Northwest corner thereof; thence along the West line of said Kain land, South 21 degrees 20 minutes 43 seconds West, a distance of 36.46 feet to the North line of land now or formerly of Michael J. and Mary L. Dickinson (H/W) as recorded by deed in Book 3131, Page 296 of said recorder's office; thence along said North line, North 68 degrees 39 minutes 17 seconds West, a distance of 169.94 feet to the Northwest corner thereof; thence along the Northwest line of said land, South 40 degrees 58 minutes 00 seconds West, a distance of 216.68 feet to the North right-of-way line of Old Friedens (40 foot wide) Road; thence along said North right-of-way line, South 67 degrees 11 minutes 21 seconds East, a distance of 242.79 feet; thence leaving said North right-of-way line, South 08 degrees 09 minutes 16 seconds west, a distance of 80.00 feet to the South right-of-way line of relocated Friedens Road; thence along said South right-of-way line, North 81 degrees 50 minutes 44 seconds West, a distance of 763.64 feet to the Southeast line of Lot B of Montclair, a subdivision according to the plat thereof recorded in Platbook 40, Page 237-243 of said recorder's office; thence along said Southeast line of Lot B, the following courses and distances: South 52 degrees 13 minutes 20 seconds West, a distance of 153.80 feet; along a curve to the right, having a radius of 100.00 feet, (central angle of 14 degrees 10 minutes 07 seconds) which chord bears South 59 degrees 18 minutes 24 seconds West, a chord distance of 24.67 feet, through an arc distance of 24.73 feet; South 66 degrees 23 minutes 27 seconds West, a distance of 127.41 feet; and South 70 degrees 56 minutes 54 seconds West, a distance of 155.90 feet to the East right-of-way line of Moreau (variable width) Terrace; thence along said East right-of-way line, along a non-tangent curve to the right, having a radius of 225.00 feet, (central angle of 17 degrees 52 minutes 33 seconds) which chord bears North 14 degrees 12 minutes 52 seconds West, a chord distance of 69.91 feet, through an arc distance of 70.20 feet; thence across said Moreau Terrace, South 79 degrees 11 minutes 52 seconds West, a distance of 54.22 feet to the intersection of the West right-of-way line of said Moreau Terrace with the South line of Lot A of the aforementioned subdivision, known as Montclair; thence along said South line, North 87 degrees 51 minutes 18 seconds West, a distance of 217.98 feet to the Southwest corner, thereof; thence along the West line of said Lot A, North 09 degrees 43 minutes 36 seconds East, a distance of 240.20 feet to the South right-of-way line of the aforementioned relocated Friedens Road; thence along said South right-of-way line, North 81 degrees 50 minutes 44 seconds West, a distance of 341.78 feet; thence leaving said South right-of-way line, North 08 degrees 09 minutes 16 seconds East, a distance of 80.00 feet to the North right-of-way line of said relocated Friedens Road; thence along said North right-of-way line, South 81 degrees 50 minutes 44 seconds East, a

distance of 182.81 feet to the West line of land now or formerly of Bi-County Real Estate Developers, LLC as recorded by deed in Book 3194, Page 1618 of said Recorder's Office; thence along said West line and its Northern prolongation, North 16 degrees 05 minutes 24 seconds East, a distance of 344.32 feet to the South right-of-way line of relocated Old Friedens (80 foot wide) Road; thence along said South right-of-way line, North 66 degrees 35 minutes 18 seconds West, a distance of 57.00 feet; thence leaving said South right-of-way line of relocated old Friedens Road, North 23 degrees 08 minutes 13 seconds East, a distance of 26.06 feet to the South right-of-way line of Old Friedens (40 foot wide) Road; thence along said South right-of-way line of Old Friedens Road, North 66 degrees 51 minutes 47 seconds West, a distance of 177.60 feet; thence leaving said South right-of-way line of Old Friedens Road, North 23 degrees 38 minutes 47 seconds East, a distance of 40.17 feet to the North right-of-way line of proposed Old Friedens (50 foot wide) Road; thence along said North right-of-way line of proposed Old Friedens Road the following courses and distances: South 66 degrees 21 minutes 13 seconds East, a distance of 63.31 feet; along a curve to the right, having a radius of 375.00 feet (central angle of 15 degrees 30 minutes 31 seconds) which chord bears South 74 degrees 06 minutes 28 seconds East, a chord distance of 101.19 feet, through an arc distance of 101.50 feet; South 81 degrees 51 minutes 44 seconds East, a distance of 126.56 feet; and South 85 degrees 17 minutes 41 seconds East, a distance of 11.55 feet to the West line of the hereinafter described Community Improvement District; thence along said West line the following courses and distances: North 08 degrees 08 minutes 16 seconds East, a distance of 303.54 feet; South 81 degrees 51 minutes 44 seconds East, a distance of 70.82 feet; North 53 degrees 22 minutes 19 seconds East, a distance of 189.45 feet; North 08 degrees 08 minutes 16 seconds East, a distance of 227.07 feet; along a curve to the right, having a radius of 575.00 feet (central angle of 55 degrees 36 minutes 29 seconds) which chord bears North 35 degrees 56 minutes 31 seconds East, a chord distance of 536.42 feet, through an arc distance of 558.06 feet; along a compound curve to the right, having a radius of 1000.00 feet (central angle of 07 degrees 47 minutes 02 seconds) which chord bears North 67 degrees 38 minutes 16 seconds East, a chord distance of 135.75 feet, through an arc distance of 135.85 feet; North 71 degrees 44 minutes 34 seconds East, a distance of 215.28 feet; along a curve to the left, having a radius of 795.97 feet (central angle of 2 degrees 33 minutes 45 seconds) which chord bears North 70 degrees 27 minutes 42 seconds East, a chord distance of 35.59 feet, through an arc distance of 35.60 feet; North 20 degrees 59 minutes 14 seconds West, a distance of 69.00 feet; along a curve to the left, having a radius of 333.20 feet (central angle of 80 degrees 25 minutes 25 seconds) which chord bears North 05 degrees 13 minutes 18 seconds West, a chord distance of 430.24 feet, through an arc distance of 467.70 feet; and North 44 degrees 33 minutes 59 seconds East, a distance of 27.332 feet to the South line of Fairways Estates Plat One, a subdivision as recorded in Plat Book 10, Page 38 of said recorder's office; thence along said South line and its Eastern prolongation, South 67 degrees 53 minutes 03 seconds East, a distance of 543.21 feet to the East right-of-way line of Fairgrounds (variable width) Road, also being the West line of the aforementioned subdivision known as Hidden Oaks; thence along said East right-of-way line and said West line of Hidden Oaks, the following courses and distances: South 22 degrees 02 minutes 40 seconds West, a distance of 140.74 feet; and along a curve to the right, having a radius of 330.00 feet (central angle of 22 degrees 26 minutes 44 seconds) which chord bears South 33 degrees 16 minutes 02 seconds West, a chord distance of 128.45 feet, through an arc distance of 129.28 feet; thence leaving said East right-of-way line and continuing along said West line and its Southern prolongation, South 22 degrees 01 minutes 40 seconds West, a distance of 1097.22 feet to the true **Point of Beginning.**

The above described boundary contains 54.448 acres and is based upon available records compiled by Cole and Associates, Inc. during the month of October 2006 and is subject to an actual boundary survey done in accordance with the current minimum standards for property boundary surveys along with all easements, restrictions, reservations and conditions of record.

5. District Boundary Map



6. District Financials

The District financials are included within the attachments of this report. The financials provide a summary of the District revenues, expenditures, outstanding debt, and fund balances.

Attachments:

- Financial Statement for the year ending December 31, 2025

**Fairgrounds Road Community Improvement District
Annual Report of Financial Transactions
For the Fiscal Year January 1, 2025 to December 31, 2025**

A. Beginning Balance		\$	-
	No open account		
B. Summary of Receipts			
	CID Sales Tax	\$	-
	Interest Earnings	\$	-
	Total Receipts	\$	-
C. Summary of Disbursements			
	Banking Fees	\$	-
	Project Fees	\$	-
	District Administrative Costs	\$	-
	Total Disbursements	\$	-
D. Ending Balance		\$	-
E. Summary of Ending Balance by Depository			
	No open account	\$	-

F. Statement of Indebtedness		Outstanding on 01/01/2025	Issued During 2025	Retired During 2025	Outstanding on 12/31/2025
		\$ -	\$ -	\$ -	\$ -

G. Statement of Assessed Valuation and Tax Rates
 The Fairgrounds Road Community Improvement District does not calculate assessed valuation since it does not impose a property tax. GASB Rule 77
 Disclosure: The District has not entered into any property tax abatement agreements during the fiscal year.

Plaza at Noah's Ark Community Improvement District

Annual Report for
Year Ending December 31, 2025

St. Charles, Missouri

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Signatures on documents attached have been redacted for security purposes.

1. Overview

This Annual Report is submitted to City of St. Charles, Missouri (the "City") and the Missouri Department of Economic Development (MoDED) in accordance with provisions within the Community Improvement District Act (the "CID Act"), Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended.

2. District Description

The Plaza at Noah's Ark Community Improvement District (the "District"), is an approximately 26-acre site located at the southeast quadrant of the intersection of Interstate-70 and South Fifth Street in the City, St. Charles County, Missouri and includes a mixed-use, new urbanism style development, with retail, restaurant, office, entertainment, and residential components.

Reporting Period:	January 1, 2025 through December 31, 2025	
Date District Established:	January 23, 2007	
Enacting Ordinance:	City of St. Charles Ordinance No. 07-21	
Date Annual Budget Adopted:	October 15, 2025	
Date Proposed Budget Submitted to Municipality:	September 30, 2025	
Date Annual Report Submitted to Municipal Clerk:	April 29, 2025	
Municipality:	City of St. Charles 200 North 2 nd Street St. Charles, MO 63301	
County:	St. Charles County	
District Administrator:	Development Dynamics, LLC 2897 Highway K, Suite 210 O'Fallon, MO 63368 Phone: 636/561-8602	
District Legal Counsel:	Hamilton Weber 200 North 3 rd Street St. Charles, Missouri 63301	
Governing Board of Directors:	Chair	Stephanie Webster
	Treasurer	Wayne Wozniak
	Secretary	Michael Tchang
	Director	Anthony Weeden
	Director	Larry Dobrosky

3. District Purpose

The District improvements include; real property acquisition, demolition of structures, environmental remediation, streets, water, and sewer improvements, other public Improvements including a parking structure and additional authority granted under section 67.1461.2 of the CID Act. District revenues include a combination of TIF revenues, CID Sales

tax revenue, and to the extent required, a CID Special Assessment. Much of the project elements are complete and the District has issued notes/bonds to provide funds to construct the improvements.

4. District Legal Description

A TRACT OF LAND BEING PART OF LOT 57 IN BLOCK 9 OF STEEN AND CUNNINGHAM'S SURVEY OF THE ST. CHARLES COMMONS AND PART OF LOTS 5 AND 6 IN BLOCK 1 OF EVANS SURVEY OF THE COMMONS OF ST. CHARLES, TOWNSHIP 46 NORTH, RANGE 5 EAST, ST. CHARLES COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF INTERSTATE 70 (VARIABLE WIDTH) WITH THE WEST RIGHT OF WAY LINE OF SOUTH MAIN (VARIABLE WIDTH) STREET; THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 45 DEGREES 57 MINUTES 33 SECONDS WEST, A DISTANCE OF 390.72 FEET; SOUTH 32 DEGREES 22 MINUTES 44 SECONDS WEST, A DISTANCE OF 337.55 FEET; ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 475.00 FEET, WITH A CENTRAL ANGLE OF 27 DEGREES 28 MINUTES 23 SECONDS (WHICH CHORD BEARS SOUTH 46 DEGREES 06 MINUTES 56 SECONDS WEST, A CHORD DISTANCE OF 225.58 FEET) THROUGH AN ARC DISTANCE OF 227.76 FEET; SOUTH 59 DEGREES 51 MINUTES 12 SECONDS WEST, A DISTANCE OF 215.86 FEET; ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 388.00 FEET, WITH A CENTRAL ANGLE OF 09 DEGREES 50 MINUTES 27 SECONDS (WHICH CHORD BEARS SOUTH 64 DEGREES 46 MINUTES 27 SECONDS WEST, A CHORD DISTANCE OF 66.56 FEET) THROUGH AN ARC DISTANCE OF 66.64 FEET; ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 412.00 FEET, WITH A CENTRAL ANGLE OF 13 DEGREES 16 MINUTES 15 SECONDS (WHICH CHORD BEARS SOUTH 63 DEGREES 03 MINUTES 33 SECONDS WEST, A CHORD DISTANCE OF 95.21 FEET) THROUGH AN ARC DISTANCE OF 95.43 FEET; ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 537.00 FEET, WITH A CENTRAL ANGLE OF 11 DEGREES 04 MINUTES 11 SECONDS (WHICH CHORD BEARS SOUTH 50 DEGREES 53 MINUTES 20 SECONDS WEST, A CHORD DISTANCE OF 103.59 FEET) THROUGH AN ARC DISTANCE OF 103.75 FEET; AND SOUTH 45 DEGREES 21 MINUTES 14 SECONDS WEST, A DISTANCE OF 45.78 FEET TO THE NORTH LINE OF LAND NOW OR FORMERLY OF ST. CHARLES COUNTY, AS RECORDED BY DEED IN BOOK 2180, PAGE 967 OF THE ST. CHARLES COUNTY, MISSOURI RECORDER'S OFFICE; THENCE ALONG SAID NORTH LINE, BEING THE NORTH RIGHT OF WAY LINE OF SOUTH FIFTH STREET EXTENSION, NORTH 65 DEGREES 16 MINUTES 18 SECONDS WEST, A DISTANCE OF 118.53 FEET; THENCE CONTINUING ALONG THE NORTH RIGHT OF WAY LINE OF SAID SOUTH FIFTH STREET EXTENSION THE FOLLOWING COURSES AND DISTANCES: NORTH 44 DEGREES 46 MINUTES 09 SECONDS WEST, A DISTANCE OF 254.10 FEET; NORTH 38 DEGREES 18 MINUTES 31 SECONDS WEST, A DISTANCE OF 97.89 FEET; AND ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 435.00 FEET, WITH A CENTRAL ANGLE OF 31 DEGREES 15 MINUTES 47 SECONDS (WHICH CHORD BEARS NORTH 16 DEGREES 13 MINUTES 00 SECONDS WEST, A CHORD DISTANCE OF 234.42 FEET) THROUGH AN ARC DISTANCE OF 237.35 FEET TO THE EAST RIGHT OF WAY LINE OF SOUTH FIFTH (VARIBLE WIDTH) STREET; THENCE ALONG SAID EAST RIGHT OF WAY LINE, NORTH 81 DEGREES 19 MINUTES 19 SECONDS EAST, A DISTANCE OF 4.98 FEET; NORTH 04 DEGREES 15 MINUTES 04 SECONDS WEST, A DISTANCE OF 34.05 FEET; NORTH 25 DEGREES 15 MINUTES 22 SECONDS EAST, A DISTANCE OF 418.99 FEET; NORTH 68 DEGREES 32 MINUTES 34 SECONDS WEST, A DISTANCE OF 25.06 FEET; AND NORTH 25 DEGREES 15 MINUTES 22 SECONDS EAST, A DISTANCE OF 207.67 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE AFOREMENTIONED INTERSTATE 70; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 64 DEGREES 03 MINUTES 42 SECONDS EAST, A DISTANCE OF 31.91 FEET; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE,

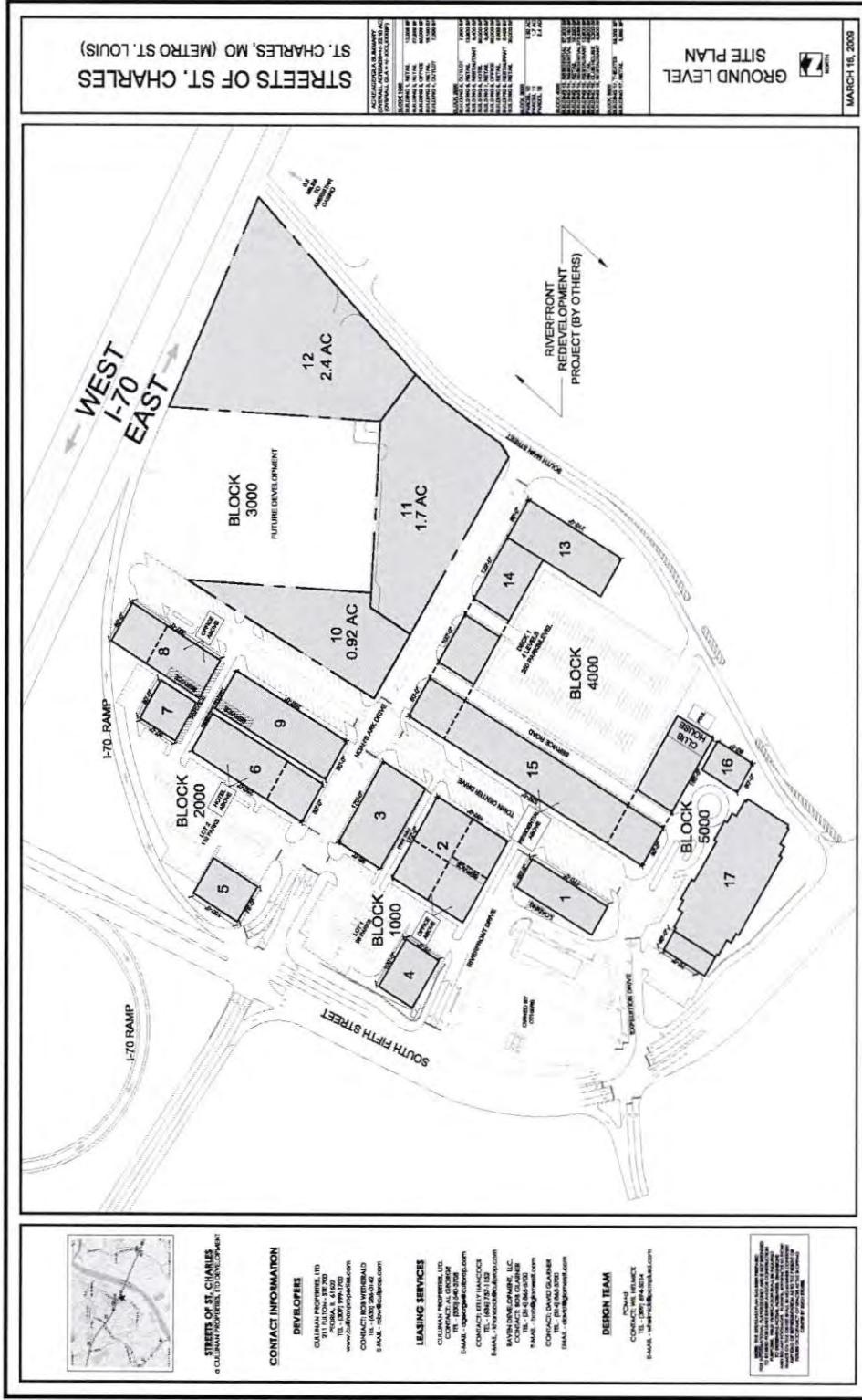
NORTH 68 DEGREES 18 MINUTES 33 SECONDS EAST, A DISTANCE OF 56.83 FEET TO THE PROPOSED SOUTH RIGHT OF WAY LINE OF SAID INTERSTATE 70; THENCE ALONG SAID PROPOSED RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES:

ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2985.50 FEET, WITH A CENTRAL ANGLE OF 02 DEGREES 35 MINUTES 34 SECONDS (WHICH CHORD BEARS NORTH 58 DEGREES 42 MINUTES 02 SECONDS EAST, A CHORD DISTANCE OF 135.10 FEET) THROUGH AN ARC DISTANCE OF 135.11 FEET

ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 664.70 FEET, WITH A CENTRAL ANGLE OF 35 DEGREES 16 MINUTES 52 SECONDS (WHICH CHORD BEARS NORTH 80 DEGREES 00 MINUTES 36 SECONDS EAST, A CHORD DISTANCE OF 402.87 FEET) THROUGH AN ARC DISTANCE OF 409.30 FEET; AND SOUTH 81 DEGREES 26 MINUTES 10 SECONDS EAST, A DISTANCE OF 58.23 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID INTERSTATE 70; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 78 DEGREES 59 MINUTES 40 SECONDS EAST, A DISTANCE OF 193.54 FEET; SOUTH 64 DEGREES 25 MINUTES 29 SECONDS EAST, A DISTANCE OF 246.59 FEET; SOUTH 55 DEGREES 20 MINUTES 22 SECONDS EAST, A DISTANCE OF 91.97 FEET; AND SOUTH 38 DEGREES 00 MINUTES 34 SECONDS EAST, A DISTANCE OF 155.70 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 27.59 ACRES IS BASED UPON AN ACTUAL BOUNDARY SURVEY EXECUTED BY COLE AND ASSOCIATES, INC. DURING THE MONTH OF FEBRUARY 2008 AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS, AND CONDITIONS OF RECORD, IF ANY.

5. District Boundary Map



6. District Financials

The District financials are included within the attachments of this report. The financials provide a summary of District revenues, expenditures, outstanding debt, and fund balances.

Attachments:

- Resolutions adopted during the year ending December 31, 2025:
 - **Resolution 25-001**, Appointing Directors
 - **Resolution 25-002**, Appointing Chairman
 - **Resolution 25-003**, Approving License Agreements and Service Agreement
 - **Resolution 25-004**, Correction 2024 Special Assessment
 - **Resolution 25-005**, Correction 2023 Special Assessment
 - **Resolution 25-006**, Adopting Procedures to Disclose Conflicts
 - **Resolution 25-007**, Approving Annual CID Assessment
 - **Resolution 25-008**, approving actions of the district
 - **Resolution 25-009**, Authorizing 2025 1 CID Note May
 - **Resolution 25-010**, Amending 2025 Budget and Approving 2026 Budget

- Financial Statement for the year ending December 31, 2025

Plaza at Noah's Ark Community Improvement District
Annual Report of Financial Transactions
For the Fiscal Year January 1, 2025 to December 31, 2025

A. Beginning Balance		\$ 3,698,865.94
B. Summary of Receipts		
Interest	\$ 142,599.41	
TIF PILOTS	\$ 2,122,711.42	
TIF EATS	\$ 1,118,569.41	
CID Sales Tax	\$ 721,053.08	
CID Use Tax	\$ 51,050.26	
CID Special Assessment	\$ 1,357,728.04	
Insurance Claim Funds	\$ 9,071.76	
Total Receipts		\$5,522,783.38
C. Summary of Disbursements		
Bank Fees	\$ (735.07)	
Debt Service - Principal	\$ (2,980,000.00)	
Debt Service- Interest	\$ (679,843.76)	
Note Repayment	\$ (1,151,317.47)	
Project Expense- Parking Lot Maintenance	\$ (22,837.36)	
Project Expense - Security	\$ (77,000.00)	
Drury Rebate	\$ (122,710.78)	
Administration Expenses	\$ (15,265.13)	
Continuing Disclosure	\$ (10,000.00)	
Trustee Fees	\$ (3,392.00)	
Legal Expense	\$ (6,122.49)	
Insurance Expenses	\$ (73,288.25)	
Total Disbursements		\$ (5,142,512.31)
D. Ending Balance		\$ 4,079,137.01
E. Other Financing Sources/(uses)		
To Debt Serv From EATS	\$ 1,104,680.99	
To Debt Service from Revenue	\$ 649,357.10	
To Debt Svs From DSR	\$ 121,878.25	
To Debt Svs From PILOTS	\$ 1,779,943.68	
To EATS From Sales Tax	\$ 1,206,436.03	
To Maintenance From Sales Tax	\$ 342,000.00	
To PILOTS from Sales Tax	\$ 1,935,443.51	
To Revenue From Sales Tax Trust	\$ 1,655,633.57	
To Sales Tax From EATS	\$ 122,090.56	
To Sales Tax From Revenue	\$ 1,029,226.91	
From DSR to Debt Svs	\$ (121,878.25)	
From EATS to Debt Serv	\$ (1,104,680.99)	
From EATS to Sales Tax	\$ (122,090.56)	
From Sales Tax to Maintenance	\$ (342,000.00)	
From PILOTS to Debt Svs	\$ (1,779,943.68)	
From Revenue To Debt Service	\$ (649,357.10)	
From Revenue to Sales Tax Trust	\$ (1,029,226.91)	
From Sales Tax Trust to EATS	\$ (1,206,436.03)	
From Sales Tax Trust to PILOTS	\$ (1,935,443.51)	
From Sales Tax Trust to Revenue	\$ (1,655,633.57)	
Total		\$ -
F. Summary of Ending Balance by Depository		
UMB Trustee Accounts		
PILOTS Fund	\$ 161,136.21	
EATS Fund	\$ 108,672.95	
CID Revenue Fund	\$ 110,231.27	
Debt Service Fund	\$ 506.95	
Debt Service Reserve Fund	\$ 3,156,094.85	
Enterprise Bank - Sales Tax Fund	\$ 240,287.14	
Enterprise Bank - Sales Tax Sweep Fund	\$ 9,306.62	

American Bank - Maintenance Fund

\$ 292,901.03

\$ 4,079,137.02

G. Statement of Indebtedness

Bonded Indebtedness Series 2021

Note - NID Reimbursement

Total Outstanding Indebtedness

Outstanding on 01/01/2025	Issued During 2025	Retired During 2025	Outstanding on 12/31/2025
\$ 23,915,000.00	\$ -	\$ (2,980,000.00)	\$ 20,935,000.00
\$ 3,761,713.46	\$ -	\$ (1,151,317.47)	\$ 2,610,395.99
\$ 27,676,713.46	\$ -	\$ (4,131,317.47)	\$ 23,545,395.99

H. Statement of Assessment and Tax Rates

The Plaza at Noah's Ark CID imposes a Special Assessment Fee based on \$2.50 per \$100.00 assessed value.

Account No.	Parcel ID No.	2025 Total Assessed Value	2025 Assessment Amount
T140800043	6-014D-C063-00-005B.00000	\$ 1,248,000	\$ 31,200.00
T110800027	6-014C-A807-00-0001.00000	\$ 534,178	\$ 13,354.45
T110800028	6-014D-A807-00-0001.00000	\$ 101,615	\$ 2,540.38
T120800017	6-014C-A871-00-0002.00000	\$ 144,229	\$ 3,605.73
T140800041	6-014D-C063-00-0003	\$ -	\$ -
T130800023	6-014D-A930-00-00R2	\$ -	\$ -
T140800044	6-014D-C063-00-005C.00000	\$ 26,949	\$ 673.73
T120800015	6-014D-A871-00-0001.00000	\$ 6,171,284	\$ 154,282.10
T120800016	6-014D-A871-00-0002.00000	\$ 142,791	\$ 3,569.78
T120800018	6-014C-A871-00-0003.00000	\$ 16,727	\$ 418.18
T120800019	6-014C-A871-00-0004.00000	\$ 33,588	\$ 839.70
T140800042	6-014D-C063-00-005A.00000	\$ 33,672	\$ 841.80
T160800037	6-014D-C217-00-0CID	\$ -	\$ -
T160800038	6-014D-C318-00-0001.00000	\$ 593,488	\$ 14,837.20
T160800083	6-014D-C318-00-0002.00000	\$ 732,405	\$ 18,310.13
T160800084	6-014D-C241-01-0001.00000	\$ 597,486	\$ 14,937.15
T160800042	6-014D-C241-02-0001.00000	\$ 7,377,545	\$ 184,438.63
T160800046	6-014D-C241-00-0004.00000	\$ 65,802	\$ 1,645.05
T160800047	6-014D-A930-00-0001.00000	\$ 65,234	\$ 1,630.85
T130800015	6-014D-C241-01-002A.00000	\$ 1,392,006	\$ 34,800.15
T160800043	6-014D-C241-01-002B.00000	\$ 1,361,246	\$ 34,031.15
T160800044	6-014D-C241-01-0003.00000	\$ 164,912	\$ 4,122.80
T160800045	6-014D-C342-00-0002.00000	\$ 4,575,125	\$ 114,378.13
T170800015	6-014D-C342-00-0005.00000	\$ -	\$ -
T170800020	6-014D-C342-00-0001.00000	\$ 33,769	\$ 844.23
T170800014	6-014D-D109-00-012A.00000	\$ 216,937	\$ 5,423.43
T220800004	6-014D-C424-00-0002.00000	\$ 80,893	\$ 2,022.33
T170800053	6-014D-C424-00-0001.00000	\$ 1,726,807	\$ 43,170.18
T170800052	6-014D-C468-00-003A.00000	\$ 113,605	\$ 2,840.13
T180800001	6-014D-C468-00-003B.00000	\$ 187,212	\$ 4,680.30
T180800002	6-014D-C468-00-004A.00000	\$ 368,904	\$ 9,222.60
T180800003	6-014D-C468-00-004B.00000	\$ 144,555	\$ 3,613.88
T180800004	6-014D-C468-00-004C.00000	\$ 6,221	\$ 155.53
T180800005	6-014D-D109-00-012B.00000	\$ 394,503	\$ 9,862.58
T220800005	6-014D-C783-00-000A.00000	\$ 3,687,228	\$ 92,180.70
		\$ 32,338,916	\$ 808,473

RESOLUTION NO. 25-001

A RESOLUTION OF THE PLAZA AT NOAH'S ARK COMMUNITY IMPROVEMENT DISTRICT CERTIFYING QUALIFICATIONS OF APPOINTEES AS DIRECTORS AND HAVING BEEN APPOINTED BY THE MAYOR AND CONFIRMED BY THE CITY COUNCIL OF SAINT CHARLES, MISSOURI FOR FOUR YEAR TERMS IN ACCORDANCE WITH THE CID ACT

WHEREAS, the Plaza at Noah's Ark Community Improvement District (the "District") is a community improvement district and political subdivision, established pursuant to a Petition to Establish the Plaza at Noah's Ark Community Improvement District filed with the City of Saint Charles, Missouri (the "City") and approved by Ordinance No. 07-21 passed by the Council of the City January 23, 2007 and approved by the Mayor on January 25, 2007, in accordance with Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended; and

WHEREAS, The Mayor of St. Charles, with consent of the City Council did appoint the initial Board of the Directors, were certified and eligible by the Petition to Create, submitted by the Petitioners, to serve staggered terms in accordance with the Petition.; and

WHEREAS, in accordance with the Petition successor Directors shall be appointed by the Mayor, with the consent of the City Council as allowed under Section 67.1401.5 of the CID Act.; and

WHEREAS, The Directors have reviewed the qualifications of each of the existing Directors, and find that they meet the qualifications to serve in accordance with Section 67.1404 of the CID Act.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PLAZA AT NOAH'S ARK COMMUNITY IMPROVEMENT DISTRICT, AS FOLLOWS:

Section 1. The Board of Directors do hereby attest that the attached slate of nominees, whom are new and existing Directors of the Plaza at Noah's Ark Community Improvement District, meet the qualifications of Section 67.1401 of the CID Act.

Section 2. Three of the Directors' terms expired on May 1, 2025.

Section 3. The Directors hereby submitted the attached list of nominees for the terms specified in the attached **Exhibit A.**

Section 4. This Resolution shall be in full force and effect from and after its adoption by the Board of Directors.

(Remainder of page left blank intentionally.)

Passed this 12th day of June, 2025.

I, the undersigned, Chair of the Plaza at Noah's Ark Center Community Improvement District, hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the District at a meeting held, after proper notice, on June 12, 2025.

**PLAZA AT NOAH'S ARK CENTER
COMMUNITY IMPROVEMENT DISTRICT**



Michael Tchang

Chair, Board of Directors

WITNESS my hand and official seal this 12th day of June, 2025.

ATTEST:

Anthony Wedeen

Secretary, Board of Directors

EXHIBIT A
SLATE OF NOMINEES THAT HAVE BEEN APPOINTED TO THE BOARD OF
DIRECTORS OF THE PLAZA OF NOAH'S ARK COMMUNITY IMPROVEMENT
DISTRICT FOR THE TERMS SPECIFIED

Nominee Wayne
Wozniak
Anthony Wedeen
David Schreiber

Term
Four-year term ending May 1, 2029
Four-year term ending May 1, 2029
Four-year term ending May 1, 2029

RESOLUTION NO. 25-002

A RESOLUTION OF THE PLAZA AT NOAH'S ARK COMMUNITY IMPROVEMENT DISTRICT CONFIRMING AND APPROVING THE ELECTING OF CHAIRMAN AND OFFICERS OF THE BOARD OF DIRECTORS

WHEREAS, the Plaza at Noah's Ark Community Improvement District (the "District") was formed pursuant to Sections 10 through 13, inclusive, of Ordinance No. 07-21 of the City of Saint Charles, Missouri (the "City"), adopted and approved on January 23, 2007 by the City Council of the City (the "City Council") in accordance with the requirements of the Community Improvement District Act, sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended (the "CID Act"); and

WHEREAS, the Board of the Directors of the District (the "Board") was duly appointed by the Mayor with the consent of a majority of the City Council in accordance with the requirements of the CID Act and of a certain Amended and Restated Redevelopment Agreement entered into by and among the City, St. Charles – Noah Development, LLC, and the Plaza at Noah's Ark Community Improvement District (the "Amended and Restated Redevelopment Agreement"); and

WHEREAS, the Board has adopted bylaws for the governance of the District (the "Bylaws") which call for and establish certain offices to be filled by election of a duly appointed and serving member of the Board and the Board wishes to elect a slate of officers to fill such offices; and

WHEREAS, Section 4.4 of the Bylaws provides that "A vacancy in any office for any reason shall be filled by the Board at any meeting for the unexpired portion of the term of such officer;" and

WHEREAS, the Board of Directors does find and determine that the office of Chairman is vacant;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PLAZA AT NOAH'S ARK COMMUNITY IMPROVEMENT DISTRICT, AS FOLLOWS:

Section 1. Mike Tchang is hereby elected to serve as Chairman of the Board, to hold such office until a successor shall be duly elected and qualified or until the death, resignation or removal of such officer, all as provided by the Bylaws.

Section 2. Wayne Wozniak is hereby elected to serve as Treasurer of the Board, to hold such office until a successor shall be duly elected and qualified or until the death, resignation or removal of such officer, all as provided by the Bylaws.

Section 3. Anthony Wedeen is hereby elected to serve as Secretary of the Board, to hold such office until a successor shall be duly elected and qualified or until the death, resignation or removal of such officer, all as provided by the Bylaws.

Section 4. Laura Lashley is hereby elected to serve as Assistant Secretary and assistant Treasurer of the Board, to hold such office until a successor shall be duly elected and qualified or until the death, resignation or removal of such officer, all as provided by the Bylaws.

Section 5. The portions of this Resolution shall be severable. In the event that any portion of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential and inseparably connected with and dependent upon the void portion that it cannot be presumed that the

Board 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 6. This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

Passed this 12th day of June, 2025.

I, the undersigned, Chair of the Plaza at Noah's Ark Center Community Improvement District, hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the District at a meeting held, after proper notice, on June 12, 2025.

**PLAZA AT NOAH'S ARK CENTER
COMMUNITY IMPROVEMENT DISTRICT**



Michael Tchang

Chair, Board of Directors

WITNESS my hand and official seal this 12th day of June, 2025.

ATTEST:

Anthony Wedeen

Secretary, Board of Directors

RESOLUTION NO. 25-003

A RESOLUTION OF PLAZA AT NOAH'S ARK COMMUNITY IMPROVEMENT DISTRICT APPROVING AS TO FORM THE LICENSE AGREEMENT, THE SPECIAL EVENT LICENSE AGREEMENT AND THE CONTINUING SERVICE AGREEMENT AND AUTHORIZING THE DISTRICT ADMINSTRATOR OR THE CHAIR OF THE BOARD OF DIRECTORS TO EXECUTE SAME

WHEREAS, the Plaza at Noah's Ark Community Improvement District (the "District") was formed pursuant to Sections 10 through 13, inclusive, of Ordinance No. 07-021 of the City of St. Charles, Missouri (the "City"), a Missouri municipal corporation and constitutional charter city located in St. Charles County, Missouri, adopted and approved on January 23, 2007, by the City Council of the City (the "City Council") in accordance with the requirements of the Community Improvement District Act, Sections 67.1401 through 67.1571, of the Revised Statutes of Missouri, as amended (the "CID Act"); and

WHEREAS, the District owns or controls certain parcels of real property located within the District (the "District Properties"); and

WHEREAS, for the purposes of contracting for the provision of music and producing and promoting tourism, recreational and cultural activity and special events within the District, the District desires to, from time to time, to allow the use of all or part of the District Properties and enter into contracts for providing services within the District; and

WHEREAS, upon due consideration, the Board of Directors of the District desire to approve the execution of a License Agreements, a Special Event License Agreement, and Continuing Service Agreement to carry out the above services within the District;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF PLAZA AT NOAH'S ARK COMMUNITY IMPROVEMENT DISTRICT, AS FOLLOWS:

Section 1. Approval of the License Agreement.

- A. That the form, terms, and provisions of the License Agreement attached hereto, marked as **Exhibit A**, and incorporated by reference herein (the "License Agreements"), are hereby approved and the District Administrator or Chair of the Board of Directors of the District is hereby authorized, empowered and directed to further execute, acknowledge and deliver on behalf of the District the Concert License Agreement in substantially the form attached hereto.
- B. The District Administrator or Chair of the Board of Directors is hereby further authorized and directed for and on behalf of and in the name of the District to agree to do any and all other acts and things and to execute and deliver any and all other agreements, documents, instruments and certificates, all as may be

necessary or appropriate to consummate the above mentioned License Agreement. The execution by the District Administrator or Chair of the Board of Directors of any agreement, document, instrument, check or certificate referred to in this Resolution and the Concert License Agreement shall be conclusive evidence of the approval thereof and of all of the terms, provisions and conditions contained therein. Any and all acts which the District Administrator or Chair of the Board of Directors may do or perform in conformance with the powers conferred upon them by this Resolution are hereby expressly authorized, approved, ratified and confirmed.

Section 2. Approval of the Special Event License Agreement.

- A. That the form, terms, and provisions of the Special Event License Agreement attached hereto, marked as **Exhibit B**, and incorporated by reference herein (the "License Agreements"), are hereby approved and the District Administrator or Chair of the Board of Directors of the District is hereby authorized, empowered and directed to further execute, acknowledge and deliver on behalf of the District the Special Event License Agreement in substantially the form attached hereto.
- B. The District Administrator or Chair of the Board of Directors is hereby further authorized and directed for and on behalf of and in the name of the District to agree to do any and all other acts and things and to execute and deliver any and all other agreements, documents, instruments and certificates, all as may be necessary or appropriate to consummate the above mentioned Special Event License Agreement. The execution by the District Administrator or Chair of the Board of Directors of any agreement, document, instrument, check or certificate referred to in this Resolution and the Special Event License Agreement shall be conclusive evidence of the approval thereof and of all of the terms, provisions and conditions contained therein. Any and all acts which the District Administrator or Chair of the Board of Directors may do or perform in conformance with the powers conferred upon them by this Resolution are hereby expressly authorized, approved, ratified and confirmed.

Section 3. Approval of the Continuing Service Agreement.

- A. That the form, terms, and provisions of the Continuing Service Agreement attached hereto, marked as **Exhibit C**, and incorporated by reference herein (the "Continuing Service Agreement"), is hereby approved and the District Administrator or Chair of the Board of Directors of the District is hereby authorized, empowered and directed to further execute, acknowledge and deliver on behalf of the District the Continuing Service Agreement in substantially the form attached hereto.
- B. The District Administrator or Chair of the Board of Directors is hereby further authorized and directed for and on behalf of and in the name of the District to agree to do any and all other acts and things and to execute and deliver any and all other agreements, documents, instruments and certificates, all as may be necessary or appropriate to consummate the above mentioned Continuing Service Agreement. The execution by the District Administrator or Chair of the Board of

Directors of any agreement, document, instrument, check or certificate referred to in this Resolution and the Continuing Service Agreement shall be conclusive evidence of the approval thereof and of all of the terms, provisions and conditions contained therein. Any and all acts which the District Administrator or Chair of the Board of Directors may do or perform in conformance with the powers conferred upon them by this Resolution are hereby expressly authorized, approved, ratified and confirmed.

Section 4. Severability. The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void 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 5. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Board of Directors.

Passed this 12th day of June, 2025.

I, the undersigned, Chair of the Plaza at Noah’s Ark Center Community Improvement District, hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the District at a meeting held, after proper notice, on June 12, 2025.



**PLAZA AT NOAH’S ARK CENTER
COMMUNITY IMPROVEMENT DISTRICT**

Michael Tchang

Chair, Board of Directors

WITNESS my hand and official seal this 12th day of June, 2025.

ATTEST:

Anthony Wedeen

Secretary, Board of Directors

EXHIBIT A
LICENSE AGREEMENT

EXHIBIT B

SPECIAL EVENT LICENSE AGREEMENT

EXHIBIT C
CONTINUING SERVICE AGREEMENT

RESOLUTION NO. 25-004

A RESOLUTION OF THE PLAZA AT NOAH'S ARK COMMUNITY IMPROVEMENT DISTRICT (CID) RATIFYING AND APPROVING A CORRECTION TO THE FISCAL YEAR 2024 CID SPECIAL ASSESSMENT ON PARCEL NUMBER 6-014D-D109-00-012A.0000000 ACCOUNT NUMBER T220800004; AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH

WHEREAS, the Plaza at Noah's Ark Community Improvement District (the "**District**") is a community improvement district and a political subdivision of the State of Missouri organized under the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "**CID Act**"); and

WHEREAS, on July 20, 2007, pursuant to Resolution No. 2007-05, the Board of Directors of the District, having received a petition satisfying the requirements of Section 67.1521 of the CID Act, imposed and levied against certain real property benefitted within the District an annual special assessment upon taxable real property, as reflected in the records of the St. Charles County Assessor's office, withing the District a maximum levy of Two Dollars and Fifty Cents (\$2.50) per One Hundred Dollars (\$100) of assessed valuation of taxable improvements on each parcel, tract or lot within the District; and

WHEREAS, on September 10, 2024, the Board of Directors of the District adopted Resolution 2024-002 imposing a CID special assessment on certain real property located within the boundaries of the District for Fiscal Year 2024 at the rate of Two Dollars and Fifty Cents (\$2.50) per One Hundred Dollars (\$100) of assessed valuation (the "CID Special Assessment"); and

WHEREAS, after review, the Board of Directors of the District determined that, due to a clerical error, the 2024 Equalized Assessed Value for certain real property identified by the records of the Office of the Assessor of St. Charles County Missouri, as Parcel Number 6-014D-D109-00-012A.0000000, Account Number T220800004, was incorrectly identified as \$216,937.00, in lieu of the actual and correct equalized 2024 Assessed Value of such real property of \$7,878.682.00.

WHEREAS, the Board of Directors of the District finds and determines that it has a duty to correct the levy of the assessment to recoup revenues of the District lost due to the clerical error, and desires to confirm and approve the correction to the Fiscal Year 2024 CID special assessment, as set forth on the corrected tax roll attached hereto as **Exhibit A** and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PLAZA AT NOAH'S ARK COMMUNITY IMPROVEMENT DISTRICT, AS FOLLOWS:

Section 1. Approval of Correction to CID Special Assessment on Parcel Number for the Tax Year Ending December 31, 2024. The Board of Directors hereby approves the correction to the CID special assessment to be imposed and levied against the certain real property identified by the records of the Office of the Assessor of St. Charles County Missouri, as Parcel Number 6-014D-D109-00-012A.0000000, Account Number T220800004, and located within the boundaries of the District, at the rate of \$2.50 per \$100 of assessed valuation for the tax year ending December 31, 2024, less a credit for the payment received by the District in the amount of \$5,423.43, as reflected on **Exhibit A**, attached hereto and incorporated by reference herein..

Section 2. Direction to District Administrator to Collect. The District Administrator is hereby directed to provide a copy of this Resolution to the Office of the Collector of Revenue of St. Charles County, Missouri, and the owner(s) of the real property identified as Parcel Number 6-014D-D109-00-012A.0000000, Account Number T220800004, and the invoice attached hereto.

Section 3. Resolution 24-002 be and is hereby amended consistent with Section 1 of this Resolution.

Section 4. Further Authority. All actions heretofore taken by the authorized representatives, agents and employees of the District in connection with the transaction contemplated by this Resolution are hereby ratified and confirmed, and the District shall, and the representatives, agents and employees of the District are hereby authorized and directed to, take such further action, and execute and deliver such other documents and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 5. Severability. The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void 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 6. Governing Law. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 7. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Board of Directors.

Passed this 12th day of June, 2025.

I, the undersigned, Chair of the Plaza at Noah’s Ark Center Community Improvement District, hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the District at a meeting held, after proper notice, on June 12, 2025.

**PLAZA AT NOAH’S ARK CENTER
COMMUNITY IMPROVEMENT DISTRICT**

Michael Tchang

Chair, Board of Directors



WITNESS my hand and official seal this 12th day of June, 2025.

ATTEST:

Anthony Wedeen

Secretary, Board of Directors

EXHIBIT A

**CID SPECIAL ASSESSMENT CORRECTION TO
FISCAL YEAR ENDING DECEMBER 31, 2024 SPECIAL ASSESSMENT ON
PARCEL NUMBER 6-014D-D109-00-012A.0000000
ACCOUNT NUMBER T220800004**

Owner Information:

BIT Streets of St. Charles LLC
227 W. Monroe Street, Suite 4200
Chicago, IL 60606

2024 Equalized Assessed Value (EAV) on
PARCEL NUMBER 6-014D-D109-00-012A.0000000
ACCOUNT NUMBER T220800004

\$ 7,878,682.00

Corrected Special Assessment at \$2.50 per \$100 EAV Calculation \$ 196,967.05

Payment Made 12/04/2024 CID-06 Plaza at Noahs Ark CID
Original billing was applied to the Land Only Value
(\$1,141,776*.19*\$2.50/\$100), it should have been imposed on the full
EAV of the parcel

\$ (5,423.43)

Net 2024 Special Assessment Amount Due \$ 191,543.62

Transmit payment directly to:

Plaza at Noah's Ark Community Improvement District
c/o Development Dynamics, LLC
2897 Highway K, Suite 210
O'Fallon, Missouri 63368

Contact Development Dynamics, LLC with any questions, 636/561-8602.

RESOLUTION NO. 25-005

A RESOLUTION OF THE PLAZA AT NOAH'S ARK COMMUNITY IMPROVEMENT DISTRICT (CID) RATIFYING AND APPROVING A CORRECTION TO THE FISCAL YEAR 2023 CID SPECIAL ASSESSMENT ON PARCEL NUMBER 6-014D-D109-00-012A.0000000 ACCOUNT NUMBER T220800004; AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH

WHEREAS, the Plaza at Noah's Ark Community Improvement District (the "*District*") is a community improvement district and a political subdivision of the State of Missouri organized under the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "*CID Act*"); and

WHEREAS, on July 20, 2007, pursuant to Resolution No. 2007-05, the Board of Directors of the District, having received a petition satisfying the requirements of Section 67.1521 of the CID Act, imposed and levied against certain real property benefitted within the District an annual special assessment upon taxable real property, as reflected in the records of the St. Charles County Assessor's office, withing the District a maximum levy of Two Dollars and Fifty Cents (\$2.50) per One Hundred Dollars (\$100) of assessed valuation of taxable improvements on each parcel, tract or lot within the District; and

WHEREAS, on October 27, 2023, the Board of Directors of the District adopted Resolution 23-002 imposing a CID special assessment on certain real property located within the boundaries of the District for Fiscal Year 2023 at the rate of Two Dollars and Fifty Cents (\$2.50) per One Hundred Dollars (\$100) of assessed valuation (the "*CID Special Assessment*"); and

WHEREAS, after review, the Board of Directors of the District determined that, due to a clerical error, the 2023 Equalized Assessed Value for certain real property identified by the records of the Office of the Assessor of St. Charles County Missouri, as Parcel Number 6-014D-D109-00-012A.0000000, Account Number T220800004, was incorrectly identified as \$216,937.00, in lieu of the actual and correct equalized 2024 Assessed Value of such real property of \$4,047,810.00.

WHEREAS, the Board of Directors of the District finds and determines that it has a duty to correct the levy of the assessment to recoup revenues of the District lost due to the clerical error, and desires to confirm and approve the correction to the Fiscal Year 2023 CID special assessment, as set forth on the corrected tax roll attached hereto as **Exhibit A** and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PLAZA AT NOAH'S ARK COMMUNITY IMPROVEMENT DISTRICT, AS FOLLOWS:

Section 1. Approval of Correction to CID Special Assessment on Parcel Number for the Tax Year Ending December 31, 2023. The Board of Directors hereby approves the correction to the CID special assessment to be imposed and levied against the certain real property identified by the records of the Office of the Assessor of St. Charles County Missouri, as Parcel Number 6-014D-D109-00-012A.0000000, Account Number T220800004, and located within the boundaries of the District, at the rate of \$2.50 per \$100 of assessed valuation for the tax year ending December 31, 2023, as reflected on **Exhibit A**, attached hereto and incorporated by reference herein.

Section 2. Direction to District Administrator to Collect. The District Administrator is hereby directed to provide a copy of this Resolution to the Office of the Collector of Revenue of St. Charles County, Missouri, and the owner(s) of the real property identified as Parcel Number 6-014D-D109-00-012A.0000000, Account Number T220800004, and the invoice attached hereto.

Section 3. Resolution 23-002 be and is hereby amended consistent with Section 1 of this Resolution.

Section 4. Further Authority. All actions heretofore taken by the authorized representatives, agents and employees of the District in connection with the transaction contemplated by this Resolution are hereby ratified and

confirmed, and the District shall, and the representatives, agents and employees of the District are hereby authorized and directed to, take such further action, and execute and deliver such other documents and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 5. Severability. The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void 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 6. Governing Law. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 7. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Board of Directors.

Passed this 10th day of July, 2025.

I, the undersigned, Chair of the Plaza at Noah's Ark Center Community Improvement District, hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the District at a meeting held, after proper notice, on July 10, 2025.

**PLAZA AT NOAH'S ARK CENTER
COMMUNITY IMPROVEMENT DISTRICT**



Michael Tchang
Chair, Board of Directors

WITNESS my hand and official seal this 10th day of July, 2025.

ATTEST:

Anthony Wedeen
Secretary, Board of Directors

EXHIBIT A

CID SPECIAL ASSESSMENT CORRECTION TO
FISCAL YEAR ENDING DECEMBER 31, 2023 SPECIAL ASSESSMENT ON
PARCEL NUMBER 6-014D-D109-00-012A.0000000
ACCOUNT NUMBER T220800004

Owner Information:

BIT Streets of St. Charles LLC
227 W. Monroe Street, Suite 4200
Chicago, IL 60606

2023 Equalized Assessed Value (EAV) on
PARCEL NUMBER 6-014D-D109-00-012A.0000000
ACCOUNT NUMBER T220800004

\$ 4,047,810.00

Corrected Special Assessment at \$2.50 per \$100 EAV Calculation \$ 101,195.25

Payment Made 12/04/2024 CID-06 Plaza at Noahs Ark CID
Original billing was applied to the Land Only Value
(\$1,141,776*.19*\$2.50/\$100), it should have been imposed on the full EAV
of the parcel

\$ (5,423.43)

Net 2023 Special Assessment Amount Due

\$ 95,771.82

Transmit payment directly to:

Plaza at Noah's Ark Community Improvement District
c/o Development Dynamics, LLC
2897 Highway K, Suite 210
O'Fallon, Missouri 63368

Contact Development Dynamics, LLC with any questions, 636/561-8602.

Signature:



Anthony Chang (201) 225-1512 CID

Email: mtchang@cullprop.com

Signature:

Email: aweeden@cullprop.com

Signature: Anthony Wedeen

Anthony Wedeen (201) 225-1512 CID

Email: aweeden@cullprop.com






Plaza at Noah's Ark CID Documents Needing Signatures

Final Audit Report

2025-07-11

Created:	2025-07-11
By:	Charlotte RehDixson (cdixson@d2team.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMjYF2CY5k06l89LZ-2zV6oChiKHAqD-U

"Plaza at Noah's Ark CID Documents Needing Signatures" History

-  Document created by Charlotte RehDixson (cdixson@d2team.org)
2025-07-11 - 3:05:11 PM GMT
-  Document emailed to Anthony Wedeen (awedeen@cullprop.com) for signature
2025-07-11 - 3:05:16 PM GMT
-  Email viewed by Anthony Wedeen (awedeen@cullprop.com)
2025-07-11 - 3:06:18 PM GMT
-  Document e-signed by Anthony Wedeen (awedeen@cullprop.com)
Signature Date: 2025-07-11 - 3:07:27 PM GMT - Time Source: server
-  Agreement completed.
2025-07-11 - 3:07:27 PM GMT

RESOLUTION NO. 25-006

A RESOLUTION OF THE PLAZA AT NOAH'S ARK COMMUNITY IMPROVEMENT DISTRICT ESTABLISHING A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN OFFICIALS; AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH

WHEREAS, the Plaza at Noah's Ark Community Improvement District (the "District") is a community improvement district and political subdivision, established pursuant to a Petition to Establish the Plaza at Noah's Ark Community Improvement District filed with the City of Saint Charles, Missouri (the "City") and approved by Ordinance No. 07-21 passed by the Council of the City January 23, 2007 and approved by the Mayor on January 25, 2007, in accordance with Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended; and

WHEREAS, on July 20, 2007, the Board of Directors of the District imposed, subject to approval by the qualified voters of the District, a CID Sales Tax. The qualified voters of the District approved the imposition of the CID Sales Tax and the District began collecting the CID Sales Tax on January 1, 2008, all in accordance with the CID Act; and

WHEREAS, on July 20, 2007, the Board of Directors of the District, pursuant to a petition of the required majority of the property owners within the District, levied a CID Assessment against all taxable real property within the District, and

WHEREAS, the District's Board of Directors reasonably anticipates that, in one or more future fiscal years, its annual operating budget may be in excess of one million dollars; and

WHEREAS, pursuant to Section 105.483, RSMo., "Each elected official, candidate for elective office, the chief administrative officer, the chief purchasing officer and the general counsel, if employed full time, of each political subdivision with an annual operating budget in excess of one million dollars, and each official or employee of a political subdivision who is authorized by the governing body of the political subdivision to promulgate rules and regulations with the force of law or to vote on the adoption of rules and regulations with the force of law; unless the political subdivision adopts an ordinance, order or resolution pursuant to subsection 4 of section 105.485;" and

WHEREAS, the Board of Directors of the District desires to provide a procedure to disclose potential conflicts of interest and substantial interests for certain of its officials in compliance with subsection 4 of Section 105.485, RSMo.;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PLAZA AT NOAH'S ARK COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:

Section 1. Declaration of Policy. The proper operation of political subdivisions requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the District.

Section 2. Disclosure Reports.

A. As required by applicable Missouri law, the chief administrative officer, the chief purchasing officer, and each official or employee of the District who is authorized by the Board of Directors of the District to promulgate rules and regulations with the force of law or to vote on the adoption of rules and regulations with the force of law shall disclose the following described transactions within thirty (30) days of the adoption of this Resolution and by January 1 of each subsequent year if any of the following transactions occurred during the previous calendar year:

1. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars, if any, that such person had with the District, other than compensation received as an employee or payment of any tax, fee or penalty due to the District, and other than transfers for no consideration to the District.

2. The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars, if any, that any business entity in which such person had a substantial interest, had with the District, other than transfers for no consideration to the District.

B. The chief administrative officer and chief purchasing officer of the District shall disclose in writing the following information:

1. The name and address of each of the employers of such person from whom income of one thousand dollars (\$1,000) or more was received during the year covered by the statement;

2. The name and address of each sole proprietorship which he owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which he was a partner or participant; the name and address of each partner or coparticipant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the secretary of state; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partners' units; and the name of any publicly traded corporation or limited partnership which is listed on a regulated stock exchange or automated quotation system in which the person owned two percent or more of any class of outstanding stock, limited partnership units or other equity interests;

3. The name and address of each corporation for which such person served in the capacity of a director, officer or receiver;

Section 3. Filing of Reports.

A. The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year:

1. Every person required to file a financial interest statement shall file the statement annually not later than within thirty days of the adoption of this resolution and by January 1 of each subsequent year, and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any person may supplement his or her financial interest statement at any time.

2. Each person appointed to an office provided for in Section 3 shall file the statement within thirty days of such appointment or employment;

B. Financial disclosure reports giving the financial information required in Section 3 hereof shall be filed with the District and with the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

Section 4. Filing of Resolution. The Secretary or designee shall send a certified copy of this Resolution to the Missouri Ethics Commission within ten days of its adoption.

Section 5. Severability. The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void 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 6. Effective Date. This Resolution shall take effect and be in full force upon its passage by the District.

(Remainder of page intentionally left blank)

Passed this 3rd day of September, 2025.

I, the undersigned, Chair of the Plaza at Noah's Ark Community Improvement District, hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the District at a meeting held, after proper notice, on September 3, 2025.



**PLAZA AT NOAHS ARK
COMMUNITY IMPROVEMENT DISTRICT**

Michael Tchang
Chair, Board of Directors

WITNESS my hand and official seal this 3rd day of September, 2025.

ATTEST:

Anthony Wedeen
Secretary, Board of Directors

EXHIBIT A

FORM OF FINANCIAL DISCLOSURE STATEMENT FOR POLITICAL SUBDIVISIONS

(Attached hereto.)



Missouri Ethics Commission (MEC)
 PO Box 1370, Jefferson City MO 65102, Fax: 573-526-4506, pfdonline@mec.mo.gov

Office Use:

Financial Disclosure Statement for Political Subdivisions

105.485(4), RSMo

1. Statement Information (select one)

Type: New Amended

2. Filing Status & Time Period Covered (select one & insert time period)

A. Filing Status

- Annual Filer:** file from Jan 1 to Dec 31 of prior year (if no longer serving, enter the time period served), due by May 1
- Newly Appointed/Employed:** file for calendar year before start date, due within 30 days
- Incumbent Candidate:** file from Jan 1 of prior year to closing date for candidacy (may be longer than 12-month period), due within 14 days of closing date for candidacy
- New Candidate:** file for the 12-month period before the closing date for candidacy, due within 14 days of closing date for candidacy

B. Time Period Covered: From ___/___/___ to ___/___/___ (mm/dd/yyyy)

3. Filer Information

_____ Filer's name (First, Middle, Last)	_____ Spouse's name (First, Middle, Last)
_____ Mailing address	_____ City, State, Zip
_____ Dependent child's name* (First, Middle, Last)	_____ Dependent child's name* (First, Middle, Last)
_____ Political Subdivision or State Agency	_____ Title (Position/Office Seeking)

Check if spouse is filing separate from yourself (if your spouse is not required to file a PFD, this statement MUST disclose his/her information).

*Includes all children, stepchildren, foster children and wards under the age of eighteen residing in the person's household and who receive in excess of 50% of their support from the person.

4. Transaction Information

A. List the transactions, valued at more than \$500, you, your spouse, or any relative within the first degree of blood or marriage had with the political subdivision listed above. Do not include compensation received as an employee, payment of taxes, fees or penalties or transfers for no consideration.

_____ Date (mm/dd/yyyy)	_____ Parties involved in transaction
_____ Date (mm/dd/yyyy)	_____ Parties involved in transaction

B. List the transactions for any business entity, in which you, your spouse, or dependent child(ren) held a substantial interest, that conducted business with the political subdivision listed above valued at more than \$500. Do not include payments of taxes, fees or penalties due to the political subdivision or transactions involving payment for providing utility service to the political subdivision or transfers for no consideration. (NOTE: Substantial interest includes ownership of 10% of the business entity or interest valued at \$10,000 or more, or from which a salary, gratuity or other compensation of \$5,000 or more is paid per calendar year).

_____ Date (mm/dd/yyyy)	_____ Name of Business	_____ Parties involved in transaction
_____ Date (mm/dd/yyyy)	_____ Name of Business	_____ Parties involved in transaction

5. Signature (select one, sign & date)

- I affirm and attest under penalty of perjury that information and facts in this report are complete, true, and accurate. I further acknowledge that I am aware that any false statement or declaration made herein is punishable under Ch. 575 RSMo.
- I affirm and attest under penalty of perjury that information and facts in this report are complete, true, and accurate and that my spouse has refused or failed to provide information concerning his or her financial interest and that I have no working knowledge of such interests. I further acknowledge that I am aware that any false statement or declaration made herein is punishable under Ch. 575 RSMo.

_____ Filer's Signature (Required)	_____ Date (mm/dd/yyyy)
---------------------------------------	----------------------------

NOTE: The following information is required from the **Chief Administrative Officer** and **Chief Purchasing Officer** only. Include information for filer, spouse and dependent child(ren).

6. Employment

List the name and address of each employer from whom you, your spouse, or dependent child(ren) received income of \$1,000 or more during the time period covered by this statement.

_____ Employer Name	_____ Employer Address/City/State/Zip	_____ Person's name whom received income
_____ Employer Name	_____ Employer Address/City/State/Zip	_____ Person's name whom received income

7. Sole Proprietorships

List each sole proprietorship owned by you, your spouse or dependent child(ren) during the time period covered by this statement.

_____ Sole Proprietorship Name	_____ Sole Proprietorship Address/City/State/Zip
_____ Sole Proprietorship Name	_____ Sole Proprietorship Address/City/State/Zip

8. General Partnerships, Joint Ventures

List each general partnership and joint venture in which you, your spouse or dependent child(ren) were a partner or participant, and the names of partners or co-participants, unless such names and addresses are filed with the Secretary of State, during the time period covered by this statement.

_____ General Partnership or Joint Venture Name	_____ Address/City/State/Zip	_____ Nature of Business	_____ Partner/Co-participant's Name & Address	_____ Party Involved
_____ General Partnership or Joint Venture Name	_____ Address/City/State/Zip	_____ Nature of Business	_____ Partner/Co-participant's Name & Address	_____ Party Involved

9. Stocks, Bond & Other holdings

EXCEPTION: Interest in any qualified plan or annuity pursuant to the Employees Retirement Income Security Act (ERISA) is not required to be listed.

A. **Limited Partnerships, Closely-held Corporations:** List the name of any closely-held corporation/limited partnership in which you, your spouse, or dependent child(ren) own ten percent (10%) or more of any class of the outstanding stock or units during the time period covered by this statement.

_____ Limited Partnership/Closely-held Corporation Name	_____ Address/City/State/Zip	_____ Nature of business	_____ Party Involved
_____ Limited Partnership/Closely-held Corporation Name	_____ Address/City/State/Zip	_____ Nature of business	_____ Party Involved

B. **Publicly Traded Corporation or Limited Partnership:** List the name of any publicly traded corporation or limited partnership which is listed on a regulated stock exchange or automated quotation system in which you, your spouse or dependent child(ren) own two percent (2%) or more of any class of outstanding stock, units or other equity interests during the time period covered by this statement.

_____ Corporation/Limited Partnership Name	_____ Party Involved
_____ Corporation/Limited Partnership Name	_____ Party Involved

10. Corporations

List the name and address of each corporation for which you, your spouse, or dependent child(ren) served in the capacity of a director, officer or receiver during the time period covered by this statement.

_____ Corporation Name	_____ Corporation Address/City/State/Zip	_____ Person's name who served in this capacity
_____ Corporation Name	_____ Corporation Address/City/State/Zip	_____ Person's name who served in this capacity

This form is required to be filed with the Missouri Ethics Commission and with the governing body of your political subdivision. All elected and appointed officials as well as employees of a political subdivision must comply with §105.454 RSMo., on conflicts of interest and their own local code of ethics.

RESOLUTION NO. 25-007

A RESOLUTION OF THE PLAZA AT NOAH'S ARK COMMUNITY IMPROVEMENT DISTRICT RATIFYING AND APPROVING A CID SPECIAL ASSESSMENT AT THE RATE OF \$2.50 PER \$100.00 ASSESSED VALUATION FOR THE TAX YEAR ENDING DECEMBER 31, 2025; AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH

WHEREAS, the Plaza at Noah's Ark Community Improvement District (the "*District*") is a community improvement district and a political subdivision of the State of Missouri organized under the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "*CID Act*"); and

WHEREAS, on December 30, 2011, the Board of Directors of the District adopted Resolution 2011-04 imposing a CID special assessment by class on certain real property located within the boundaries of the District; and

WHEREAS, Section 67.1521 of the CID Act authorizes the District upon receipt of a petition signed by (a) the owners of real property owning more than fifty percent by assessed value of real property within the boundaries of the District; and (b) more than fifty percent per capita of the owners of all real property within the boundaries of the District to impose, by resolution of the District, one or more CID special assessments against real property within the District boundaries; and

WHEREAS, the Board of Directors of the District desires to confirm and approve the CID special assessment to be imposed and levied upon the real property within the boundaries of the District at \$2.50 per \$100.00 assessed valuation for the tax years ending December 31, 2025, as set forth on the tax roll attached hereto as **Exhibit A**, both of which are incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PLAZA AT NOAH'S ARK COMMUNITY IMPROVEMENT DISTRICT, AS FOLLOWS:

Section 1. Approval of CID Special Assessment for the Tax Year Ending December 31, 2024. The Board of Directors hereby approves the CID special assessment to be imposed and levied upon the real property within the boundaries of the District at \$2.50 per \$100.00 assessed valuation for the tax year ending December 31, 2025 and incorporated herein by reference.

Section 2. Submittal of Resolution to County Collector. The District Administrator shall provide a certified copy of this Resolution to the Collector of Revenue of St. Charles County, Missouri.

Section 3. Further Authority. All actions heretofore taken by the authorized representatives, agents and employees of the District in connection with the transaction contemplated by this Resolution are hereby ratified and confirmed, and the District shall, and the representatives, agents and employees of the District are hereby authorized and directed to, take such further action, and execute and deliver such other documents and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 4. Severability. The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District

has enacted the valid portions without the void 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 5. Governing Law. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 6. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Board of Directors.

Passed this 3rd day of September, 2025.

I, the undersigned, Chair of the Plaza at Noah's Ark Community Improvement District, hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the District at a meeting held, after proper notice, on September 3, 2025.

**PLAZA AT NOAH'S ARK COMMUNITY
IMPROVEMENT DISTRICT**

Michael Tchang

Chair, Board of Directors



WITNESS my hand and official seal this 3rd day of September, 2025.

ATTEST:

Anthony Wedeen

Secretary, Board of Directors

EXHIBIT A

**CID SPECIAL ASSESSMENT FOR
FOR YEAR ENDING DECEMBER 31, 2025**

**Plaza at Noah's Ark Community Improvement District
2025 Assessment Verification**

\$ 2.50 per \$100 AV (max is \$2.50 per \$100 AV)

Improvements Only

Parcel ¹	Account No.	Parcel ID No.	Owner	Mailing Address	Market Value	Improvements Only		2025 Total Assessed Value	Assessment Rate
						Residential AV	Commercial AV		
M-2	T140800043	6-014D-C063-00-005B.0000000	SCND Block 1000 LLC	420 Main St East Peoria, IL 61611 PO Box 3475	3,800,000.00		1,248,000	\$ 1,248,000	\$ 31,200.00
Z-1	T110800027	6-014C-A807-00-0001.0000000	Omaha Farm St LLC	Tulsa, OK 74101 PO Box 3475	1,763,612.50		564,356	\$ 564,356	\$ 14,108.90
Z-2	T110800028	6-014D-A807-00-0001.0000000	Omaha Farm St LLC	Tulsa, OK 74101	317,546.88		101,615	\$ 101,615	\$ 2,540.38
C	T120800017	6-014C-A871-00-0002.0000000	St. Charles - Noah Development LLC	420 Main St East Peoria, IL 61611	450,715.63		144,229	\$ 144,229	\$ 3,605.73
	T140800041	6-014D-C063-00-0003	Plaza at Noah's Ark CID	1500 S 5th St St. Charles, MO 63303	-		-	\$ -	\$ -
	T130800023	6-014D-A930-00-00R2	Plaza at Noah's Ark CID	1500 S 5th St St. Charles, MO 63303	-		-	\$ -	\$ -
M-3	T140800044	6-014D-C063-00-005C.0000000	St Charles-Noah Development LLC	420 Main St East Peoria, IL 61611	84,215.63		26,949	\$ 26,949	\$ 678.73
E	T120800015	6-014D-A871-00-0001.0000000	SCND Block 1000 LLC	420 Main St East Peoria, IL 61611	19,285,262.50		6,171,284	\$ 6,171,284	\$ 154,282.10
D	T120800016	6-014D-A871-00-0002.0000000	St Charles-Noah Development LLC	420 Main St East Peoria, IL 61611	446,221.88		142,791	\$ 142,791	\$ 3,569.78
B	T120800018	6-014C-A871-00-0003.0000000	SCND Block 1000 LLC	420 Main St East Peoria, IL 61611	52,271.88		16,727	\$ 16,727	\$ 418.18
A	T120800019	6-014C-A871-00-0004.0000000	St Charles-Noah Development LLC	420 Main St East Peoria, IL 61611	104,962.50		33,588	\$ 33,588	\$ 839.70
M-1	T140800042	6-014D-C063-00-005A.0000000	St Charles-Noah Development LLC	420 Main St East Peoria, IL 61611	105,225.00		33,672	\$ 33,672	\$ 841.80
	T160800037	6-014D-C217-00-00D0	Plaza at Noah's Ark CID	1500 S 5th St St. Charles, MO 63303	-		-	\$ -	\$ -
F-1	T160800083	6-014D-C318-00-0001.0000000	SCND Block 1000 LLC	420 Main St East Peoria, IL 61611	1,479,134.38		633,323	\$ 633,323	\$ 15,833.08
F-2	T160800084	6-014D-C318-00-0002.0000000	SCND Block 1000 LLC Residences at the Streets of St. Charles (MO) Owner LLC	420 Main St East Peoria, IL 61611	2,432,243.75		778,318	\$ 778,318	\$ 19,457.95
S	T160800042	6-014D-C241-01-0001.0000000	Residences at the Streets of St. Charles (MO) Owner LLC	112 S French St Ste 105-MP Wilmington, DE 19801	3,418,836.84	649,579	-	\$ 649,579	\$ 16,239.48
S-1	T160800046	6-014D-C241-01-0001.0000000	Residences at the Streets of St. Charles (MO) Owner LLC	112 S French St Ste 105-MP Wilmington, DE 19801	35,503,157.89	6,745,600	-	\$ 6,745,600	\$ 168,640.00
N	T160800047	6-014D-C241-00-0004.0000000	TLF II Streets LLC	520 W Erie St Ste 100 Chicago, IL 60654	348,210.53	66,160	-	\$ 66,160	\$ 1,654.00
L	T130800015	6-014D-A930-00-0001.0000000	St Charles-Noah Development LLC	420 Main St East Peoria, IL 61611	203,856.25		65,234	\$ 65,234	\$ 1,630.85
O	T160800043	6-014D-C241-01-002A.0000000	SCND Block 4000 LLC	420 Main St East Peoria, IL 61611	4,501,868.75		1,440,598	\$ 1,440,598	\$ 36,014.95
O-2	T160800044	6-014D-C241-01-002B.0000000	SCND Block 4000 LLC	420 Main St East Peoria, IL 61611	4,253,893.75		1,361,246	\$ 1,361,246	\$ 34,031.15

O-1	T160800045	6-014D-C241-01-0003.0000000	SCND Block 4000 LLC	420 Main St East Peoria, IL 61611	558,415.63	178,693	\$	178,693	\$	4,467.71		
J-2	T170800015	6-014D-C342-00-0002.0000000	Drury Development Corp	13075 Manchester Rd Ste 200 St. Louis, MO 63141	14,297,265.63	4,575,125	\$	4,575,125	\$	114,378.13		
J-1	T170800020	6-014D-C142-00-0005.0000000	Plaza at Noah's Ark CID	150 Beale St Ste 147 St. Charles, MO 63303	-	-	\$	-	\$	-		
H	T170800014	6-014D-C342-00-0001.0000000	St Charles-Noah Development LLC	420 Main St East Peoria, IL 61611	105,528.13	33,769	\$	33,769	\$	844.23		
K-2	T220800004	6-014D-D109-00-012A.0000000	BFF Streets of St. Charles LLC	227 W Monroe Street Ste 4200 Chicago, IL 60606	44,269,179	8,411,144	\$	8,411,144	\$	210,278.60		
R	T170800053	6-014D-C424-00-0002.0000000	St Charles-Noah Development LLC	420 Main St East Peoria, IL 61611	257,790.63	80,893	\$	80,893	\$	2,022.33		
Q	T170800052	6-014D-C424-00-0001.0000000	St Charles Hotel Associates LLC	2 Quail Creek Rd North Liberty, IA 52317	5,661,646.88	1,811,727	\$	1,811,727	\$	45,293.18		
	T180800001	6-014D-C468-00-007A.0000000	SCND Block 1000 LLC	420 N Main St East Peoria, IL 61611	355,015.63	113,605	\$	113,605	\$	2,840.13		
	T180800002	6-014D-C468-00-003B.0000000	SCND Block 1000 LLC	420 N Main St East Peoria, IL 61611	585,037.50	187,212	\$	187,212	\$	4,680.30		
	T180800003	6-014D-C468-00-004A.0000000	SCND Block 1000 LLC	420 N Main St East Peoria, IL 61611	1,152,825.00	368,904	\$	368,904	\$	9,227.60		
	T180800004	6-014D-C468-00-004B.0000000	SCND Block 1000 LLC	420 N Main St East Peoria, IL 61611	451,734.38	144,555	\$	144,555	\$	3,613.88		
	T180800005	6-014D-C468-00-004C.0000000	SCND Block 1000 LLC	420 N Main St East Peoria, IL 61611	19,440.63	6,221	\$	6,221	\$	155.53		
	T220800005	6-014D-D109-00-012B.0000000	St Charles-Noah Development LLC	420 N Main St East Peoria, IL 61611	1,232,821.88	394,503	\$	394,503	\$	9,862.58		
	T200800008	6-014D-C783-00-008A.0000000	SCND Building 300 LLC	420 N Main St East Peoria, IL 61611	11,910,509.38	3,811,363	\$	3,811,363	\$	95,284.08		
					\$ 144,296,062	\$ 15,872,483	\$	24,468,500	\$	40,340,983	\$	1,008,529

RESOLUTION NO. 25-008

**A RESOLUTION OF THE PLAZA AT NOAH'S ARK CENTER
COMMUNITY IMPROVEMENT DISTRICT APPROVING PAST
ACTIONS; AND AUTHORIZING CERTAIN ACTIONS IN
CONNECTION THEREWITH**

WHEREAS, pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571, inclusive, of the Revised Statutes of Missouri, as amended (the "CID Act") and Ordinance No. 5239 adopted by the City of St. Charles, Missouri (the "City"), on January 23, 2007 (the "Approving Ordinance"), the Plaza at Noah's Ark Center Community Improvement District (the "District") was formed as a Missouri political subdivision of the State of Missouri for the purpose of financing certain community improvements referenced in the Approving Ordinance (the "Project"); and

WHEREAS, the CID is a political subdivision duly organized and validly existing under the Constitution and laws of the State of Missouri; and

WHEREAS, the CID is authorized and empowered under the CID Act to pay for improvements and other costs, or to assist in any such activity to accomplish the objectives of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PLAZA AT NOAH'S ARK CENTER COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:

Section 1. Authorization and Approval of Payments. The District Administrator has been directed and authorized to take any and all reasonable actions to initiate the payment of available District funds towards District operational costs and outstanding CID Project Costs.

Section 2. Approval of Past Actions. Actions taken by or on behalf of the District for purposes and in furtherance of the proposed projects and ongoing operations of the District are hereby ratified, acknowledged and accepted.

Section 3. Execution of the Resolution. The Chair of the Board of Directors is hereby authorized and directed to execute this Resolution for and on behalf of and as the act and deed of the District and that the Secretary of the Board of Directors is hereby authorized and directed to attest to this Resolution.

Section 5. Further Authority. All actions heretofore taken by the authorized representatives of the District in connection with the transaction contemplated by this Resolution are hereby ratified and confirmed and the representatives of the District are hereby authorized and directed to take such further action and execute and deliver such other documents and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the District with respect to the reimbursement and payment.

Section 6. Severability. The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void 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 7. Governing Law. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 8. Effective Date. This Resolution shall take effect and be in full force upon its adoption by the Board of Directors of the District.

Passed this 3rd day of September, 2025.

I, the undersigned, Chair of the Plaza at Noah's Ark Center Community Improvement District, hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the District at a meeting held, after proper notice, on September 3, 2025.

**PLAZA AT NOAH'S ARK CENTER
COMMUNITY IMPROVEMENT DISTRICT**



Michael Tchang
Chair, Board of Directors

WITNESS my hand and official seal this 3rd day of September, 2025.

ATTEST:

Anthony Wedeen
Secretary, Board of Directors

Plaza @ Noah's Ark CID
Expenses by Vendor Detail
November 12, 2024 through September 2, 2025

	Type	Date	Num	Memo	Account	Debit
Alarm 24						
	Check	04/21/2025	1386	Repairs to the Drury Parking Deck Height bar. Claim check provided by truck company.	Insurance	880.53
Total Alarm 24						880.53
Development Dynamics LLC						
	Check	03/03/2025	1384	Invoice# 2025-03-2010	Administration Fee	5,000.00
	Check	07/30/2025	1390	Invoice No 2025-8-350-Technology Fee	Administration Fee	173.74
Total Development Dynamics LLC						5,173.74
Drury Development Corp						
	Check	03/10/2025	WIRE		Drury Rebate	102,680.97
	Check	08/15/2025	wire	Rebate Jan to June 2025	Drury Rebate	9,712.88
Total Drury Development Corp						112,393.85
Hamilton Weber LLC						
	Check	11/18/2024	1381	Invoice #0108176 & 0109448	Legal	1,171.48
	Check	12/30/2024	1382	Invoice #0109717	Legal	580.12
	Check	03/10/2025	1385	Invoice #0110024 & #0110258	Legal	673.54
	Check	03/10/2025	1385	Invoice #0110024 & #0110358	Legal	140.00
	Check	05/09/2025	1388	Invoice No. 0110956	Legal	176.00
Total Hamilton Weber LLC						2,740.12
Insurance Risk Managers						
	Check	11/18/2024		170-825-333	Insurance	1,050.00
	Check	11/18/2024		170-825-333	Insurance	16,590.00
Total Insurance Risk Managers						17,640.00
Property Services Industries, LLC						
	Check	04/21/2025	1387	Repairs to the Drury Parking Deck Height bar. Claim check provided by truck company.	Insurance	8,191.23
Total Property Services Industries, LLC						8,191.23
SCND Block 1000, LLC						
	Check	11/15/2024		CID Note Payment (P&I)	Note Repayment	462,206.86
	Check	12/11/2024	1097	2024 CID Reimbursement Request	Security	77,000.00
	Check	05/16/2025		CID Note Payment (P&I)	Note Repayment	402,777.24
Total SCND Block 1000, LLC						941,984.10
Selective Insurance						
	Check	11/18/2024		Quarterly Payment transmittal	Insurance	12,572.00
	Check	01/15/2025		Quarterly Payment transmittal	Insurance	12,572.00
	Check	04/14/2025		Quarterly Payment transmittal	Insurance	12,572.00
	Check	07/14/2025	1389	Quarterly Payment transmittal	Insurance	12,570.00
Total Selective Insurance						50,286.00
St Charles Noah Development LLC						
	Check	03/10/2025	1098	Reimbursement for Invoices 012825 CLEANING & 012825 REPAIR	Insurance	2,916.00
	Check	03/10/2025	1098	Reimbursement for Invoices 012825 CLEANING & 012825 REPAIR	Insurance	10,850.60
Total St Charles Noah Development LLC						13,766.60
UMB						
	Check	11/18/2024			CID Net Proceeds to Trustee	67,848.00
	Check	11/18/2024			EATS Transfer to Trustee	61,477.00
	Check	12/16/2024			CID Net Proceeds to Trustee	65,160.00
	Check	12/16/2024			EATS Transfer to Trustee	63,045.00
	Check	01/15/2025			CID Net Proceeds to Trustee	59,095.00
	Check	01/15/2025			EATS Transfer to Trustee	32,646.00
	Check	02/18/2025			CID Net Proceeds to Trustee	852,681.00
	Check	02/18/2025			EATS Transfer to Trustee	13,894.00
	Check	03/17/2025			EATS Transfer to Trustee	74,329.00
	Check	04/15/2025			EATS Transfer to Trustee	61,527.00
	Check	04/23/2025			EATS Transfer to Trustee	1,455,514.00
	Check	05/16/2025	WIRE		EATS Transfer to Trustee	54,962.71
	Check	05/16/2025	WIRE		CID Net Proceeds to Trustee	62,434.26
	Check	06/18/2025			EATS Transfer to Trustee	57,643.23
	Check	06/16/2025			CID Net Proceeds to Trustee	70,038.29
	Check	07/15/2025	Wire		EATS Transfer to Trustee	65,268.88
	Check	07/15/2025	Wire		CID Net Proceeds to Trustee	71,799.03
	Check	08/15/2025	wire		EATS Transfer to Trustee	66,267.70
	Check	08/15/2025	wire		CID Net Proceeds to Trustee	63,041.85
Total UMB						3,308,501.74
TOTAL						4,461,558.59

RESOLUTION NO. 25-009

A RESOLUTION OF THE PLAZA AT NOAH'S ARK COMMUNITY IMPROVEMENT DISTRICT APPROVING THE ISSUANCE OF A CID NOTE ON MAY 16, 2025 IN THE AMOUNT OF \$402,777.24 IN ACCORDANCE WITH PROVISIONS WITHIN THE SERIES 2021 CID BOND TRANSCRIPT; AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH

WHEREAS, on February 25, 2016, the City of St. Charles, Missouri (the "City"), St. Charles – Noah Development, LLC (the "Developer"), and the Plaza at Noah's Ark Community Improvement District (the "District") entered into that certain Second Amended and Restated Redevelopment Agreement (the "SARRA"), which provides in Article V thereof, among other things, for the District to issue to Developer from time to time CID Notes in the amount of NID Assessments paid by Developer and not previously reimbursed; and

WHEREAS, as of January 1, 2021, the Developer paid for and was originally not reimbursed for \$9,933,188.39 for NID Assessments; and

WHEREAS, the District issued Tax Increment and Improvement District Revenue Bonds, Series 2021 (the "Series 2021 Bonds") to refund certain outstanding indebtedness of the District, reimbursement the Developer for previously-paid NID Assessments, refund certain CID Notes, finance additional public improvements within the District, fund a Debt Service Reserve Fund for the Series 2021 Bonds, and pay costs related to the issuance of the Series 2021 Bonds; and

WHEREAS, in order to reimburse the Developer for a portion of the previously-paid NID Assessments, CID Notes are authorized to be issued and then redeemed with available CID revenues after payment of the TIF Obligations and other District operating expenses.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PLAZA AT NOAH'S ARK COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:

Section 1. The findings and recitations hereinabove set forth are adopted and found to be true.

Section 2. The District previously authorized the issuance of CID Notes in an amount not to exceed \$9,933,188.39 for reimbursement to the Developer for NID Assessment payments.

Section 3. The Board of Directors hereby authorizes officers and agents of the District to issue, execute and deliver for and on behalf of the District, a CID Note on May 16, 2025 in the amount of \$402,777.24 for immediate redemption in accordance with provisions within the Series 2021 CID Bond transcript.

Section 4. Nothing contained in this Resolution shall preclude the issuance of further CID Notes for any remaining balance due the Developer for NID Assessment payments or for reimbursement for capital improvement projects in accordance with the SARRA and upon request of the Developer and submission of supporting documentation.

Section 5. The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. If any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court

of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of the Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the Board of Directors has enacted the valid portions without the void 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 6. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 7. Any director of the District is hereby authorized and directed to execute and deliver for and on behalf of the District, and the Secretary or Assistant Secretary is hereby authorized and directed where appropriate to attest, all certificates, documents, agreements or other instruments contemplated by this Resolution. Any director of the District is hereby authorized and directed to take any and all actions, as may be necessary, desirable, convenient or proper to carry out and comply with the provisions of all agreements or contracts, necessary or reasonably incidental to the implementation of this Resolution.

Section 8. This Resolution shall be in full force and effect from and after the date of its passage by the Board of Directors.

Adopted and approved by the Board of Directors of the Plaza at Noah's Ark Community Improvement District this 3rd day of September, 2025.

I, the undersigned, Chair of the Plaza at Noah's Ark Community Improvement District, hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the District at a meeting held, after proper notice, on September 3, 2025.



**PLAZA AT NOAHS ARK
COMMUNITY IMPROVEMENT DISTRICT**

Michael Tchang
Chair, Board of Directors

ATTEST:

Anthony Wedeen
Secretary, Board of Directors

**UNITED STATES OF AMERICA
STATE OF MISSOURI**

**PLAZA AT NOAH'S ARK
COMMUNITY IMPROVEMENT DISTRICT**

REVENUE NOTE

REGISTERED OWNER: St. Charles – Noah Development, LLC
PRINCIPAL AMOUNT: \$402,777.24
DATED DATE: May 16, 2025
MATURITY DATE: May 16, 2025
INTEREST RATE: 9%

PLAZA AT NOAH'S ARK COMMUNITY IMPROVEMENT DISTRICT, a community improvement district and an incorporated political subdivision duly organized and validly existing under the Constitution and laws of the State of Missouri (the "District"), for value received, hereby promises to pay to the Registered Owner shown above, or registered assigns, the Principal Amount of four hundred two thousand seven hundred seventy-seven dollars and 24/cents (\$402,777.24) on the Maturity Date shown above, and to pay interest thereon from the Dated Date shown above or from the most recent Interest Payment Date to which interest has been paid or duly provided for, at the Rate of Interest per annum shown above, from the Project Fund as defined in that certain Trust Indenture by and between the Plaza at Noah's Ark Community Improvement District and UMB Bank, N.A., as Trustee, dated June 1, 2021 (the "Indenture") relating to \$31,290,000 Plaza at Noah's Ark Community Improvement District Revenue Bonds Series 2021 (the "2021 CID Bonds").

The principal and interest of this Note shall be paid at maturity or upon earlier redemption, to the Registered Owner upon presentation and cancellation of this Note at the maturity or redemption date thereof, by UMB Bank, N.A. (the "Trustee"), by electronic transfer to such registered Owner upon written notice given to the Trustee not less than 5 days prior to the Maturity Date, containing the electronic transfer instructions including the name of the bank (which shall be in the continental United States), ABA routing number and account name and account number to which such Registered Owner wishes to have such transfer directed.

This Note is issued pursuant to that certain Resolution of the Plaza at Noah's Ark Community Improvement District Approving the Issuance of CID Notes in an Amount Not to Exceed the Amount for which the Developer Can Be Reimbursed for NID Assessment Payments from the Proceeds of the Series 2021 CID Bonds; which such Resolution was duly adopted on May 21, 2021, and pursuant to authority as set forth in Article V of that certain Second Amended and Restated Redevelopment Agreement dated

February 25, 2016, by and between the City of St. Charles, Missouri, the Plaza at Noah's Ark Community Improvement District, and St. Charles – Noah Development, LLC.

The Note constitutes special, limited obligations of the District payable as to principal, premium, if any, and interest solely from calculation of available CID revenues amounts set forth in within the 2021 Bond transcript. The Note shall not constitute debts or liabilities of the District, the City, the State of Missouri or any political subdivision thereof within the meaning of any constitutional, charter or statutory debt limitation or restriction.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Note have existed, happened and been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, PLAZA AT NOAH'S ARK COMMUNITY IMPROVEMENT DISTRICT has executed this Note by causing it to be signed by the manual or facsimile signature of its Chairman and attested by the manual or facsimile signature of its Secretary, and its official seal to be affixed or imprinted hereon, and this Note to be dated as of the Dated Date shown above.

Registration Date: September 3, 2025



**PLAZA AT NOAH'S ARK
COMMUNITY IMPROVEMENT DISTRICT**

Michael Tchang
Chair, Board of Directors

ATTEST:

Anthony Wedeen
Secretary, Board of Directors

Signature: 
Michael Tchang (Sep 5, 2025 09:17:26 CDT)
Email: mtchang@cullprop.com

Signature: Anthony Wedeen
Anthony Wedeen (Sep 11, 2025 12:49:24 CDT)
Email: awedeen@cullprop.com









Plaza at Noah'a Ark CID Documents Needing Signature

Final Audit Report

2025-09-17

Created:	2025-09-03
By:	Charlotte RehDixson (cdixson@d2team.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAF09FLsRHIPKXJqX8r6ZFO4plqd8Urt7U

"Plaza at Noah'a Ark CID Documents Needing Signature" History

-  Document created by Charlotte RehDixson (cdixson@d2team.org)
2025-09-03 - 5:15:49 PM GMT
-  Document emailed to Michael Tchang (mtchang@cullprop.com) for signature
2025-09-03 - 5:15:56 PM GMT
-  Document emailed to Anthony Wedeen (awedeen@cullprop.com) for signature
2025-09-03 - 5:15:56 PM GMT
-  Email viewed by Michael Tchang (mtchang@cullprop.com)
2025-09-05 - 2:08:35 PM GMT
-  Document e-signed by Michael Tchang (mtchang@cullprop.com)
Signature Date: 2025-09-05 - 2:17:26 PM GMT - Time Source: server
-  Email viewed by Anthony Wedeen (awedeen@cullprop.com)
2025-09-17 - 5:47:33 PM GMT
-  Document e-signed by Anthony Wedeen (awedeen@cullprop.com)
Signature Date: 2025-09-17 - 5:48:54 PM GMT - Time Source: server
-  Agreement completed.
2025-09-17 - 5:48:54 PM GMT



Adobe Acrobat Sign

RESOLUTION NO. 25-010

A RESOLUTION OF THE PLAZA AT NOAH'S ARK COMMUNITY IMPROVEMENT DISTRICT AMENDING THE BUDGET OF THE DISTRICT FOR THE YEAR ENDING DECEMBER 31, 2025; APPROVING A PRELIMINARY BUDGET OF THE DISTRICT FOR THE YEAR ENDING DECEMBER 31, 2026 WITH INSTRUCTIONS TO FORWARD SAME TO THE CITY OF ST. CHARLES, MISSOURI IN COMPLIANCE WITH PROVISIONS WITHIN THE COMMUNITY IMPROVEMENT DISTRICT ACT

WHEREAS, Section 67.010, RSMo., as amended, requires each political subdivision to prepare an annual budget; and

WHEREAS, pursuant to Section 67.1471.1, RSMo., "the fiscal year for the district shall be the same as the fiscal year of the municipality;" and

WHEREAS, pursuant to Section 39.01 of the Code of Ordinances for the City of St. Charles, Missouri, "the fiscal year of the city shall commence on January 1 and terminate on December 31 in each year..." and

WHEREAS, pursuant to Section 67.1471.2, RSMo., "No earlier than one hundred eighty days and no later than ninety days prior to the first day of each fiscal year, the board shall submit to the governing body of the city a proposed annual budget, setting forth expected expenditures, revenues, and rates of assessments and taxes, if any, for such fiscal year;"

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PLAZA AT NOAH'S ARK COMMUNITY IMPROVEMENT DISTRICT, AS FOLLOWS:

Section 1. Approval of the amended budget for the year ending December 31, 2025. The budget of the District for the year ending December 31, 2025, is hereby amended as set forth on **Exhibit A**, attached hereto and incorporated herein by reference. The ending budget should demonstrate revenues plus fund balance exceed expenditures for the fiscal year.

Section 2. Approval of the preliminary budget for the year ending December 31, 2026. The preliminary budget of the District for the year ending December 31, 2026, is hereby approved as set forth on **Exhibit A**, attached hereto and incorporated herein by reference. The Board of Directors authorizes amending the budget revenues and expenditures to actual revenues and expenditures. The ending budget should demonstrate revenues plus fund balance exceed expenditures for the fiscal year.

Section 3. District to Forward Budget to the City. The District's Administrator shall send a copy of the preliminary budget to the City of St. Charles, Missouri for review and comment.

Section 4. Further Authority. The District shall, and the officers and agents of the District are hereby authorized and directed to, take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 5. Severability. The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District

has enacted the valid portions without the void 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 6. Governing Law. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 7. Effective Date. This Resolution shall take effect and be in full force upon its passage by the District.

Passed this 15th day of October, 2025.

I, the undersigned, Chair of the Plaza at Noah's Ark Community Improvement District, hereby certify that the foregoing resolution was duly adopted by the Board of Directors of the District at a meeting held, after proper notice, on October 15, 2025.



**PLAZA AT NOAH'S ARK
COMMUNITY IMPROVEMENT DISTRICT**

Michael Tchang
Chair, Board of Directors

WITNESS my hand and official seal this 15th day of October, 2025.

ATTEST:

Anthony Wedeen
Secretary, Board of Directors

Plaza at Noah's Ark
Community Improvement District

**PRELIMINARY BUDGET
YEAR ENDING DECEMBER 31, 2026**

**AMENDED BUDGET
YEAR ENDING DECEMBER 31, 2025**

**BUDGET TO ACTUAL
YEAR ENDING DECEMBER 31, 2024**

BUDGET MESSAGE

Pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "*CID Act*"), the Plaza at Noah's Ark Community Improvement District (the "*District*") was formed by Ordinance No. 07-21 of the City of St. Charles, Missouri (the "*City*") passed on January 23, 2007, (the "*Ordinance*"). The District is a political subdivision of the State of Missouri.

On July 20, 2007, the District approved Resolution No. 2007-05, levying a special assessment on real property tax in an amount not to exceed \$2.50 per one hundred dollars (\$100) of assessed valuation of taxable improvements on each parcel, tract, or lot within the District (the "*CID Special Assessment*"). The CID Assessment became effective on January 1, 2009 in accordance with Section 67.1531 of the CID Act. Pursuant to Section 67.1541.2 of the CID Act, the St. Charles County Collector collects the CID Special Assessment in the same manner as real property taxes are collected and deducts the reasonable costs of such collection from the CID Special Assessment revenues collected.

Tax increment financing economic activity taxes (TIF EATs) are a combination of City EATs and County EATs. The City EATs calculations are prepared by the City of St. Charles and forwarded to the District monthly. The County EATs calculation are prepared by St. Charles County, annually.

Tax increment financing "PILOTS" are 100% of the real property taxes generated from certain levies on the incremental ad valorem taxable assessed value over the established base value. PILOTS are calculated by multiplying the appropriate annual tax rates by the incremental assessed value calculated for each year. St. Charles County prepares the calculations to determine the "increment" based upon the specific levies that generate the Real Property Tax Revenues and TIF PILOTS funds are deposited in CID account once annually.

In 2024, the District began the year with a fund balance of approximately \$3,747,014. The District combined CID Sales & Use Tax, CID Special Assessment, and TIF revenues totaled \$4,859,343. The District incurred operational expenses of \$79,571, maintenance expenses of \$256,913, transfers to the TIF bonds of \$4,672,581. The year end fund balance was \$3,698,866 within the General Fund. The year-end outstanding TIF Debt Obligations and Outstanding Project Reimbursements were \$23,915,000 and \$3,761,713, respectively. The 2025 and 2026 budgets will present the fund balance separately as general fund and trustee funds.

In 2025, the District anticipated beginning the year with a general fund balance of approximately \$286,746.80. The Trustee Fund Balance at the beginning of the year was \$3,412,119. The District anticipates combined CID Sales & Use Tax, CID Special Assessment, and TIF revenues of approximately \$5,237,159. The District further anticipates incurring operational, maintenance costs of approximately \$340,765, administrative costs of approximately \$103,430, contractual rebate of approximately \$113,000, CID Note payments of approximately \$1,001,764, and transfers to the trustee for debt service of approximately \$4,709,446. The year end general fund balance is expected to be approximately \$258,159. The Trustee Fund Balance is expected to be \$3,604,957. The year-end outstanding TIF Debt Obligations and Outstanding Project Reimbursements are anticipated to be \$20,935,000 and \$2,759,949, respectively.

In 2026, the District anticipated beginning the year with a general fund balance of approximately \$258,159 and a Trustee Fund Balance of approximately \$3,604,957. The District anticipates combined CID Sales & Use Tax, CID Special Assessment, and TIF revenues of approximately \$5,206,273. The District further anticipates incurring operational, maintenance costs of approximately \$377,000, administrative costs of approximately \$101,900, contractual rebate of approximately \$120,000, CID Note payments of approximately \$1,210,855, and transfers to the trustee for debt service of approximately \$4,272,270. The year-end general fund balance is expected to be approximately \$593,162 and the Trustee Fund Balance is expected to be \$3,154,957. The year-end outstanding TIF Debt Obligations and Outstanding Project Reimbursements are anticipated to be \$17,765,000 and \$1,549,095, respectively.

Plaza at Noahs Ark Community Improvement District
Proposed Budget
Fiscal Year Ending December 31, 2026

	<u>Proposed Budget</u>
REVENUES	
CID GENERAL FUND	
CID Sales Tax Revenue	755,721.00
CID Special Assessment Revenue	998,440.00
CID Use Tax	40,400.00
Interest	900.00
TIF EATS	1,152,322.00 ¹
TIF PILOTS	2,259,390.00 ²
Transfer of Surplus Funds from Trustee	1,210,854.62
TOTAL CID GENERAL FUND REVENUES	<u>6,418,027.62</u>
CID MAINTENANCE FUND	
TRANSFER FROM GENERAL FUND	377,000.00
TOTAL CID MAINTENANCE FUND REVENUES	<u>377,000.00</u>
TOTAL REVENUES ALL FUNDS	<u>6,795,027.62</u>
EXPENSES	
CID GENERAL FUND	
Administrative Expenses	
Administration Fee	15,500.00
City of St. Charles Admin	30,000.00
Continuing Disclosure	10,000.00
D/O Insurance	2,400.00
Insurance	40,000.00
Legal	4,000.00
TOTAL ADMINISTRATIVE EXPENSES	<u>101,900.00</u>
Bank Service Fees	1,000.00
CID Note Payment	1,210,854.62 ³
Drury Rebate	120,000.00
Transfer to Trustee PILOT Revenues	1,423,770.00
Transfer to Trustee CID Revenues (CID Assessment & Sales Tax)	1,598,500.00
Transfer to Trustee TIF EATS Revenues	1,250,000.00
Transfer to CID Maintenance Fund	377,000.00
TOTAL CID GENERAL FUND EXPENSES	<u>6,083,024.62</u>
CID MAINTENANCE FUND	
INSURANCE REPAIRS	0.00
MAINTENANCE	300,000.00 ⁴
SECURITY	77,000.00
TOTAL CID MAINTENANCE FUND EXPENSES	<u>377,000.00</u>
TOTAL EXPENSES ALL FUNDS	<u>6,460,024.62</u>
NET INCOME (LOSS)	<u>335,003.00</u>

Fund Balance	1/1/2026	Additions	Subtractions	12/31/2026
American Bank-Maintenance Account	\$ 240.88	\$ 377,000.00	\$ (377,000.00)	240.88
Enterprise Bank-Special Trust Deposit Account	\$ 253,082.86	\$ 6,316,127.62	\$ (5,980,124.62)	589,085.86
Enterprise Bank - Operating Account	\$ 4,835.06	\$ 101,900.00	\$ (102,900.00)	3,835.06
Total General and Maintenance Fund Balances	\$ 258,158.80	\$ 6,795,027.62	\$ (6,460,024.62)	\$ 593,161.80

Debt Outstanding	1/1/2026	Issued	Retired	12/31/2026
Plaza at Noah's Ark CID Tax Increment and Improvement District Revenue Bonds, Series 2021E	\$ 3,170,000	\$ -	\$ (3,170,000)	\$ -
Plaza at Noah's Ark CID Tax Increment and Improvement District Revenue Bonds, Series 2021F	\$ 12,090,000	\$ -	\$ -	\$ 12,090,000
Plaza at Noah's Ark CID Tax Increment and Improvement District Revenue Bonds, Series 2021G	\$ 5,675,000	\$ -	\$ -	\$ 5,675,000
Totals	\$ 20,935,000	\$ -	\$ (3,170,000)	\$ 17,765,000

Outstanding Project Reimbursement Obligation	1/1/2026	Issued	Retired	12/31/2026
NID Note Payments	\$ 2,759,949	\$ -	\$ (1,210,855)	\$ 1,549,095

CID Income Analytic Review:

- 1 TIF EATS revenue: "City EATS" calculations prepared by City of St. Charles, and forwarded to CID, monthly.
- 2 TIF "PILOTS": 100% of the real property taxes generated from certain levies on the incremental ad valorem taxable assessed value over the established base value; PILOTS are calculated by multiplying the appropriate annual tax rates by the incremental assessed value calculated for each year. St. Charles County prepares the calculations to determine the "increment" based upon the specific levies that generate the Real Property Tax Revenues and TIF PILOTS funds are deposited in CID account once annually. TIF PILOTS revenue is on track to slightly exceed initial budget estimates.
- 3 The Surplus Funds are a transfer from the Trustee to the CID of excess revenues from the PILOTS, EATS and CID revenues. The Surplus Funds are used to reimburse the Developer via the NID Note Payment.
- 4 Maintenance expenditures for fiscal year 2026 by Cullinan.

**Trust Operations of Plaza at Noah's Ark CID Tax Increment and Improvement District Revenue Bonds
(Streets of St. Charles Project) Series 2021**

Proposed Budget for Fiscal Year 2026

		<u>Proposed Budget</u>
Revenues		
Trust Revenue Fund		
PILOTS Account		\$ 1,423,770.00
EATS Account		\$ 1,250,000.00
Interest		\$ 150,000.00
CID Sales Tax Account		\$ 1,598,500.00
Total Trust Revenues		\$ 4,422,270.00
Expenses		
Trust Revenue Fund		
Trustee Fees		\$ 5,000.00
Total Revenue Fund		\$ 5,000.00
Trust Debt Service Fund		
<i>Series 2021</i>		
Series 2021 Interest Payment		\$ 587,593.76
Series 2021 Principal Payment		\$ 3,170,000.00
Total Series 2021 Debt Service		\$ 3,757,593.76
Total Trust Expenses		\$ 3,762,593.76
Transfer Surplus Funds to CID General Fund		\$ 1,109,676.24
TOTAL Expense and Transfers Out		\$ 4,872,270.00
Net Income		\$ (450,000.00)
Other Income (Expense)		
Transfers In	\$ 3,500,000.00	
Transfers Out	\$ (3,500,000.00)	
Net Other Income (Expense)	\$ -	

Fund Balance Fiscal Year End 2026	Beginning	Additions	Subtractions	Ending
Trustee PILOTS Revenue Fund	\$ 6.72	\$ 1,423,770.00	\$ (1,423,770.00)	\$ 6.72
Trustee EATS Revenue Fund	\$ 318,093.89	\$ 1,250,000.00	\$ (1,550,000.00)	\$ 18,093.89
Trustee CID Revenues Fund (Sales Use and Special Assessment)	\$ 157,108.17	\$ 1,598,500.00	\$ (1,748,500.00)	\$ 7,108.17
Trustee Debt Service Fund	\$ 748.58	\$ 3,757,593.76	\$ (3,767,593.76)	\$ 748.58
Trustee Debt Service Reserve Fund	\$ 3,129,000.00	\$ 117,729.00	\$ (117,729.00)	\$ 3,129,000.00
Totals	\$ 3,804,957.36	\$ 8,147,592.76	\$ (8,597,592.76)	\$ 3,154,957.36

Debt Obligations Fiscal Year End 2026	Beginning	Additions	Subtractions	Ending
Tax Increment and Improvement District Revenue Bonds, Series 2021C	\$ -	\$ -	\$ -	\$ -
Tax Increment and Improvement District Revenue Bonds, Series 2021D	\$ -	\$ -	\$ -	\$ -
Tax Increment and Improvement District Revenue Bonds, Series 2021E	\$ 3,170,000.00	\$ -	\$ (3,170,000.00)	\$ -
Tax Increment and Improvement District Revenue Bonds, Series 2021F	\$ 12,090,000.00	\$ -	\$ -	\$ 12,090,000.00
Tax Increment and Improvement District Revenue Bonds, Series 2021G	\$ 5,675,000.00	\$ -	\$ -	\$ 5,675,000.00
Total	\$ 20,935,000.00	\$ -	\$ (3,170,000.00)	\$ 17,765,000.00

Plaza at Noahs Ark Community Improvement District
 Amended Budget
 Fiscal Year Ending December 31, 2025

	Actual Jan. to Sep, 2025	Amended Budget	Original Budget
REVENUES			
CID GENERAL FUND			
CID Sales Tax Revenue	559,671.12	750,000.00	750,000.00
CID Special Assessment Revenue	800,388.25	1,087,704.00	808,500.00
CID Use Tax	38,700.73	52,050.00	40,000.00
Interest	670.50	894.00	165,000.00
TIF EATS	987,738.06	1,224,693.00	1,250,000.00
TIF PILOTS	2,122,711.42	2,122,712.00	1,792,170.00
Transfer of Surplus Funds from Trustee	402,777.24	1,001,764.02	0.00
TOTAL CID GENERAL FUND REVENUES	4,912,657.32	6,239,817.02	4,805,670.00
CID MAINTENANCE FUND			
TRANSFER FROM GENERAL FUND	277,000.00	340,765.00	277,000.00
TOTAL CID MAINTENANCE FUND REVENUES	277,000.00	340,765.00	277,000.00
TOTAL REVENUES ALL FUNDS	5,189,657.32	6,580,582.02	5,082,670.00
EXPENSES			
CID GENERAL FUND			
Administrative Expenses			
Administration Fee	5,173.74	15,050.00	10,000.00
City of St. Charles Admin	0.00	30,000.00	30,000.00
Continuing Disclosure	10,000.00	10,000.00	10,000.00
D/O Insurance	0.00	2,400.00	2,400.00
Insurance	37,714.00	38,000.00	35,000.00
Legal	5,947.49	7,000.00	4,000.00
TOTAL ADMINISTRATIVE EXPENSES	58,835.23	102,450.00	91,400.00
Bank Service Fees	735.07	980.00	2,200.00
CID Note Payment	402,777.24	1,001,764.02	847,422.93
Drury Rebate	112,997.92	113,000.00	110,000.00
Transfer to Trustee PILOT Revenues	1,774,311.10	1,774,311.00	1,423,770.00
Transfer to Trustee CID Revenues (CID Assessment & Sales Tax)	1,581,262.57	1,730,435.00	1,598,500.00
Transfer to Trustee TIF EATS Revenues	1,581,262.57	1,204,700.00	1,250,000.00
Transfer to CID Maintenance Fund	277,000.00	340,765.00	277,000.00
TOTAL CID GENERAL FUND EXPENSES	5,789,181.70	6,268,405.02	5,600,292.93
CID MAINTENANCE FUND			
INSURANCE REPAIRS	13,765.00	13,765.00	
MAINTENANCE		250,000.00	200,000.00
SECURITY		77,000.00	77,000.00
TOTAL CID MAINTENANCE FUND EXPENSES	13,765.00	340,765.00	277,000.00
TOTAL EXPENSES ALL FUNDS	5,802,946.70	6,609,170.02	5,877,292.93
NET INCOME (LOSS)	(613,289.38)	(28,588.00)	(794,622.93)

Fund Balance	1/1/2025	Additions	Subtractions	12/31/2025
American Bank-Maintenance Account	\$ 240.88	\$ 340,765.00	\$ (340,765.00)	240.88
Enterprise Bank-Special Trust Deposit Account	\$ 280,690.86	6,137,367.02	\$ (6,164,975.02)	253,082.86
Enterprise Bank - Operating Account	\$ 5,815.06	\$ 102,450.00	\$ (103,430.00)	4,835.06
Total General and Maintenance Fund Balances	\$ 286,746.80	\$ 6,580,582.02	\$ (6,609,170.02)	\$ 258,158.80

Debt Outstanding	1/1/2025	Issued	Retired	12/31/2025
Plaza at Noah's Ark CID Tax Increment and Improvement District Revenue Bonds, Series 2021D	\$ 2,980,000	\$ -	\$ (2,980,000)	\$ -
Plaza at Noah's Ark CID Tax Increment and Improvement District Revenue Bonds, Series 2021E	\$ 3,170,000	\$ -	\$ -	\$ 3,170,000
Plaza at Noah's Ark CID Tax Increment and Improvement District Revenue Bonds, Series 2021F	\$ 12,090,000	\$ -	\$ -	\$ 12,090,000
Plaza at Noah's Ark CID Tax Increment and Improvement District Revenue Bonds, Series 2021G	\$ 5,675,000	\$ -	\$ -	\$ 5,675,000
Totals	\$ 23,915,000	\$ -	\$ (2,980,000)	\$ 20,935,000

Outstanding Project Reimbursement Obligation	1/1/2025	Issued	Retired	12/31/2025
NID Note Payments	\$ 3,761,713	\$ -	\$ (1,001,764)	\$ 2,759,949

**Trust Operations of Plaza at Noah's Ark CID Tax Increment and Improvement District Revenue Bonds
(Streets of St. Charles Project) Series 2021**

Amended Budget for Fiscal Year 2025

	<u>Actual</u>	<u>Amended Budget</u>	<u>Original Budget</u>
Revenues			
Trust Revenue Fund			
PILOTS Account	\$ 1,774,311.00	\$ 1,774,311.00	\$ 1,423,770.00
EATS Account	\$ 1,035,065.90	\$ 1,204,700.00	\$ 1,250,000.00
Interest	\$ 99,249.39	\$ 150,000.00	\$ 165,000.00
CID Sales Tax Account	\$ 1,259,673.43	\$ 1,730,435.00	\$ 1,598,500.00
Total Trust Revenues	\$ 4,168,299.71	\$ 4,859,446.00	\$ 4,437,270.00
Expenses			
Trust Revenue Fund			
Trustees Fees	\$ 1,696.00	\$ 5,000.00	\$ 5,000.00
Total Revenue Fund	\$ 1,696.00	\$ 5,000.00	\$ 5,000.00
Trust Debt Service Fund			
<u>Series 2021</u>			
Series 2021 Interest Payment	\$ 362,271.88	\$ 679,843.76	\$ 679,843.76
Series 2021 Principal Payment	\$ 2,980,000.00	\$ 2,080,000.00	\$ 2,980,000.00
Total Series 2021 Debt Service	\$ 3,342,271.88	\$ 3,659,843.76	\$ 2,980,000.00
Total Trust Expenses	\$ 3,343,967.88	\$ 3,664,843.76	\$ 2,985,000.00
Transfer Surplus Funds to CID General Fund	\$ 402,777.24	\$ 1,001,764.02	\$ -
TOTAL Expense and Transfers Out	\$ 3,746,745.12	\$ 4,666,607.78	\$ 2,985,000.00
Net Income	\$ 421,554.59	\$ 192,838.22	\$ 1,452,270.00
Other Income (Expense)			
Transfers In	\$ 3,700,000.00		
Transfers Out	\$ (3,700,000.00)		
Net Other Income (Expense)	\$ -		

Fund Balance Fiscal Year End 2025	Beginning	Additions	Subtractions	Ending
Trustee PILOTS Revenue Fund	\$ 6.72	\$ 1,774,311.00	\$ (1,774,311.00)	\$ 6.72
Trustee EATS Revenue Fund	\$ 125,255.67	\$ 1,397,538.22	\$ (1,204,700.00)	\$ 318,093.89
Trustee CID Revenues Fund (Sales Use and Special Assessment)	\$ 123,616.71	\$ 1,763,926.46	\$ (1,730,435.00)	\$ 157,108.17
Trustee Debt Service Fund	\$ 748.58	\$ 3,659,843.76	\$ (3,659,843.76)	\$ 748.58
Trustee Debt Service Reserve Fund	\$ 3,162,491.46	\$ 117,729.00	\$ (151,220.48)	\$ 3,129,000.00
Totals	\$ 3,412,119.14	\$ 8,713,348.44	\$ (8,520,510.22)	\$ 3,604,957.36

Debt Obligations Fiscal Year End 2025	Beginning	Additions	Subtractions	Ending
Tax Increment and Improvement District Revenue Bonds, Series 2021C	\$ -	\$ -	\$ -	\$ -
Tax Increment and Improvement District Revenue Bonds, Series 2021D	\$ 2,980,000.00	\$ -	\$ (2,980,000.00)	\$ -
Tax Increment and Improvement District Revenue Bonds, Series 2021E	\$ 3,170,000.00	\$ -	\$ -	\$ 3,170,000.00
Tax Increment and Improvement District Revenue Bonds, Series 2021F	\$ 12,090,000.00	\$ -	\$ -	\$ 12,090,000.00
Tax Increment and Improvement District Revenue Bonds, Series 2021G	\$ 5,675,000.00	\$ -	\$ -	\$ 5,675,000.00
Total	\$ 23,915,000.00	\$ -	\$ (2,980,000.00)	\$ 20,935,000.00

Plaza at Noahs Ark Community Improvement District
 Budget to Actual
 Fiscal Year Ending December 31, 2024

	Actual	Amended Budget	Original Budget
Income			
<u>CID Special Trust Revenue Accounts</u>			
CID Sales Tax Revenue	745,372.53	750,000.00	600,000.00
CID Special Assessment Revenue	816,590.11	816,590.11	798,000.00
CID Use Tax	48,843.69	50,000.00	10,000.00
Interest	186,761.56	180,000.00	130,000.00
TIF EATS	1,223,035.33	1,300,000.00	850,000.00
TIF PILOTS	1,838,739.61	1,838,739.61	1,792,170.06
Total CID Special Trust Revenue Accounts	4,859,342.83	4,935,329.72	4,180,170.06
Expense			
<u>CID Special Trust Expense Accounts</u>			
Enterprise Bank - CID Special Trust Account			
Transfer to UMB Trustee - Net Proceeds			
Transfer TIF PILOTS to Trustee	1,838,739.61	1,609,982.00	1,792,170.06
Transfer CID Revenues to Trustee (CID Assessment & Sales Tax)	1,610,806.33	1,560,741.85	1,241,100.00
Transfer TIF EATS Revenues to Trustee	1,223,035.33	1,300,000.00	850,000.00
Total Net Proceeds Transferred	4,672,581.27	4,470,723.85	3,883,270.06
UMB Revenue Expense			
Trustee Fee	3,392.00	1,696.00	1,696.00
Total UMB Revenue Expense	3,392.00	1,696.00	1,696.00
UMB Debt Service			
Interest	767,668.76	767,668.76	767,668.76
Principal	2,875,000.00	2,875,000.00	2,875,000.00
Total UMB Debt Service	3,642,668.76	3,642,668.76	3,642,668.76
Administration Expenses			
Administration Fee	10,009.75	10,000.00	10,000.00
City of St. Charles Admin	0.00	30,000.00	30,000.00
Continuing Disclosure	10,000.00	10,000.00	10,000.00
D/O Insurance	2,400.00	2,400.00	2,400.00
Insurance	48,879.60	35,000.00	35,000.00
Legal	5,303.40	4,000.00	1,000.00
Total Administration Expenses	76,592.75	91,400.00	88,400.00
Banking Fees			
Service Charge	2,978.12	3,250.00	2,200.00
Total Banking Fees	2,978.12	3,250.00	2,200.00
CID Note Payment	812,984.93	812,984.93	815,000.00
Drury Rebate	111,961.51	111,961.51	100,000.00
Total Enterprise Bank CID Special Trust Expenses	1,004,517.31	1,019,596.44	1,005,600.00
American Bank - Maintenance Account Expense			
Maintenance	83,707.29	97,000.00	0.00
Insurance	19,205.87	19,205.87	0.00
Security	154,000.00	308,000.00	77,000.00
Total American Bank Maintenance Expenses	256,913.16	424,205.87	77,000.00
Total CID Special Trust Account Expenses	3,646,060.76	3,644,364.76	3,644,364.76
Total Expenses	4,907,491.23	5,088,167.07	4,726,964.76
Net Income	-48,148.40	-152,837.35	-546,794.70
Beginning Balance	\$ 3,747,014.34		
Ending Balance	\$ 3,698,865.94		

Fund Balance	1/1/2024	Additions	Subtractions	12/31/2024
American Bank-Maintenance Account	\$ 83,154.04	\$ 174,000.00	\$ (256,913.16)	240.88
Enterprise Bank-Special Trust Deposit Account	\$ 268,188.37	5,362,264.28	(5,349,761.78)	280,690.86
Enterprise Bank - Operating Account	\$ 5,815.06	\$ 76,592.75	\$ (76,592.75)	5,815.06
Total General and Maintenance Fund Balances	\$ 357,157.47	\$ 5,612,857.03	\$ (5,683,267.69)	\$ 286,746.80
Total Trust Accounts	\$ 3,389,856.87	\$ 7,865,794.89	\$ (7,843,532.62)	\$ 3,412,119.14
Total Trust Accounts and CID Fund Balances	\$ 3,389,856.87	\$ 7,865,794.89	\$ (7,843,532.62)	\$ 3,412,119.14
	\$ 3,747,014.34			\$ 3,698,865.94

Debt Outstanding	1/1/2024	Issued	Retired	12/31/2024
Plaza at Noah's Ark CID Tax Increment and Improvement District Revenue Bonds, Series 2021C	\$ 2,875,000	\$ -	\$ (2,875,000)	\$ -
Plaza at Noah's Ark CID Tax Increment and Improvement District Revenue Bonds, Series 2021D	\$ 2,980,000	\$ -	\$ -	\$ 2,980,000
Plaza at Noah's Ark CID Tax Increment and Improvement District Revenue Bonds, Series 2021E	\$ 3,170,000	\$ -	\$ -	\$ 3,170,000
Plaza at Noah's Ark CID Tax Increment and Improvement District Revenue Bonds, Series 2021F	\$ 12,090,000	\$ -	\$ -	\$ 12,090,000
Plaza at Noah's Ark CID Tax Increment and Improvement District Revenue Bonds, Series 2021G	\$ 5,675,000	\$ -	\$ -	\$ 5,675,000
Totals	\$ 26,790,000	\$ -	\$ (2,875,000)	\$ 23,915,000

Outstanding Project Reimbursement Obligation	1/1/2024	Issued	Retired	12/31/2024
NID Note Payments	\$ 4,574,698	\$ -	\$ (812,985)	\$ 3,761,713

Signature: 
 Email: mtchang@cullprop.com

Signature: *Anthony Wedeen*
 Email: awedeen@cullprop.com

**Trust Operations of Plaza at Noah's Ark CID Tax Increment and Improvement District Revenue Bonds
 (Streets of St. Charles Project) Series 2021**

Budget to Actual for Fiscal Year 2024

	Actual	Amended Budget	Original Budget
Revenues			
Trust Revenue Fund			
PILOTS Account	\$ 1,609,982.00	\$ 1,609,982.00	\$ 1,792,170.06
EATS Account	\$ 1,130,484.00	\$ 1,300,000.00	\$ 850,000.00
Interest	\$ 184,994.95	\$ 180,000.00	\$ 130,000.00
CID Sales Tax Account	\$ 1,555,847.00	\$ 1,560,741.85	\$ 1,241,100.00
Total Trust Revenues	\$ 4,481,307.95	\$ 4,650,723.85	\$ 4,013,270.06
Expenses			
Trust Revenue Fund			
Trustee Fees	\$ 3,392.00	\$ 5,000.00	\$ 5,000.00
Total Revenue Fund	\$ 3,392.00	\$ 5,000.00	\$ 5,000.00
Trust Debt Service Fund			
<u>Series 2021</u>			
Series 2021 Interest Payment	\$ 787,668.76	\$ 415,000.00	\$ 415,000.00
Series 2021 Principal Payment	\$ 2,875,000.00	\$ 375,000.00	\$ 375,000.00
Total Series 2021 Debt Service	\$ 3,642,668.76	\$ 375,000.00	\$ 375,000.00
Total Trust Expenses	\$ 3,646,060.76	\$ 380,000.00	\$ 380,000.00
Net Income	\$ 835,247.19	\$ 4,270,723.85	\$ 3,633,270.06
Other Income (Expense)			
Transfers In	\$ 3,635,112.28		
Transfers Out	\$ (3,635,112.28)		
Net Other Income (Expense)	\$ -		

Fund Balance Fiscal Year End 2024	Beginning	Additions	Subtractions	Ending
Trustee PILOTS Revenue Fund	\$ 8.48	\$ 1,621,350.82	\$ (1,621,352.58)	\$ 6.72
Trustee EATS Revenue Fund	\$ 111,078.42	\$ 1,138,430.43	\$ (1,124,253.18)	\$ 125,255.67
Trustee CID Revenues Fund (Sales Use and Special Assessment)	\$ 111,685.25	\$ 1,568,668.86	\$ (1,556,737.40)	\$ 123,616.71
Trustee Debt Service Fund	\$ 941.91	\$ 7,363.14	\$ (7,558.47)	\$ 748.58
Trustee Debt Service Reserve Fund	\$ 3,166,142.81	\$ 145,494.70	\$ (149,146.05)	\$ 3,162,491.46
Totals	\$ 3,369,856.87	\$ 4,481,307.95	\$ (4,459,045.68)	\$ 3,412,119.14

Debt Obligations Fiscal Year End 2024	Beginning	Additions	Subtractions	Ending
Tax Increment and Improvement District Revenue Bonds, Series 2021C	\$ 2,875,000.00	\$ -	\$ (2,875,000.00)	\$ -
Tax Increment and Improvement District Revenue Bonds, Series 2021D	\$ 2,980,000.00	\$ -	\$ -	\$ 2,980,000.00
Tax Increment and Improvement District Revenue Bonds, Series 2021E	\$ 3,170,000.00	\$ -	\$ -	\$ 3,170,000.00
Tax Increment and Improvement District Revenue Bonds, Series 2021F	\$ 12,090,000.00	\$ -	\$ -	\$ 12,090,000.00
Tax Increment and Improvement District Revenue Bonds, Series 2021G	\$ 5,675,000.00	\$ -	\$ -	\$ 5,675,000.00
Total	\$ 26,790,000.00	\$ -	\$ (2,875,000.00)	\$ 23,915,000.00










Plaza at Noah's Ark CID Documents Needing Signatures

Final Audit Report

2025-11-11

Created:	2025-10-31
By:	Charlotte RehDixson (cdixson@d2team.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6Z_KYXqURs-GEp7FijtjBd6V1SJVgoWE

"Plaza at Noah's Ark CID Documents Needing Signatures" History

-  Document created by Charlotte RehDixson (cdixson@d2team.org)
2025-10-31 - 7:41:28 PM GMT
-  Document emailed to Michael Tchang (mtchang@cullprop.com) for signature
2025-10-31 - 7:41:33 PM GMT
-  Document emailed to Anthony Wedeen (awedeen@cullprop.com) for signature
2025-10-31 - 7:41:33 PM GMT
-  Email viewed by Anthony Wedeen (awedeen@cullprop.com)
2025-10-31 - 7:42:45 PM GMT
-  Document e-signed by Anthony Wedeen (awedeen@cullprop.com)
Signature Date: 2025-10-31 - 7:46:24 PM GMT - Time Source: server
-  Email viewed by Michael Tchang (mtchang@cullprop.com)
2025-10-31 - 8:16:13 PM GMT
-  Email viewed by Michael Tchang (mtchang@cullprop.com)
2025-11-11 - 5:25:44 PM GMT
-  Document e-signed by Michael Tchang (mtchang@cullprop.com)
Signature Date: 2025-11-11 - 5:29:24 PM GMT - Time Source: server
-  Agreement completed.
2025-11-11 - 5:29:24 PM GMT

RCA FORM (OFFICE USE ONLY)

Bill # N/A

MEETING/DATE: 5/19/2026

Regular Special Comm. of Whole

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 8

Sponsor(s): N/A

Description:

Receipt of the Annual Budget Year Ending December 31, 2025 as Submitted by the Board of Directors of the Elm Point Commons Community Improvement District

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

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

Summary:

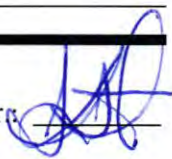
In accordance with RSMo 67.1471 of the CID Act, the attached Annual Budget Year Ending December 31, 2025 for the Elm Point Commons Community Improvement District is submitted to the City Council for receipt.

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

Fiscal Impact: N/A

Account #: _____

Project #: _____

RCA Prepared by _____ On Behalf of _____
City Clerk Staff: KSH Council Member(s): N/A Dept. Dir: 

**Elm Point Commons
Community Improvement District**

Annual Report for
Year Ending December 31, 2025

St. Charles, Missouri

Table of Contents

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Signatures on documents have been redacted for security purposes.

1. Annual Report Overview

This Annual Report is submitted to City of St. Charles, Missouri and the Missouri Department of Economic Development (MoDED) in accordance with provisions within the Community Improvement District Act (the "CID Act"), Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended.

2. District Description

There are approximately 20 acres of real property located within the Elm Point Commons Community Improvement District (the "District"). The District is located in the City of St. Charles (the "City"), St. Charles County, Missouri.

Reporting Period:	January 1, 2025 through December 31, 2025	
Date District Established:	July 12, 2006	
Enacting Ordinance:	City of St. Charles Ordinance No. 06-186	
Special Assessment Imposed:	Annually, since 2007	
Date Annual Budget Adopted:	August 7, 2025	
Date Proposed Budget Submitted to Municipality:	September 30, 2025	
Date Annual Report Submitted to Municipal Clerk:	April 29, 2025	
Municipality:	City of St. Charles 200 N 2 nd Street St. Charles, MO 63301	
County:	St. Charles County	
District Administrator:	Development Dynamics, LLC 2897 Highway K, Suite 210 O'Fallon, MO 63368 Phone: 636/561-8602	
District Legal Counsel:	Hamilton Weber LLC 200 North 3 rd Street St. Charles, Missouri 63301	
Governing Board of Directors:	Chair	Robert Cissell
	Vice Chair	Duane Mueller
	Secretary	Alan Walters
	Director	Alan Honerkamp
	Director	Danny Wapelhorst

3. Purpose

The District was formed to help facilitate construction of infrastructure improvements including, roadway and related transportation improvements, lighting and landscaping; construct waterworks improvements; sewerage system improvements; and other improvements within the District boundaries as stated in the petition. The District dedicated the sanitary sewer mains, water mains, storm sewers, street lights, and sidewalks to the City. The District financed the improvements through the issuance of revenue bonds, secured by CID assessments against real property within the District.

4. District Legal Description

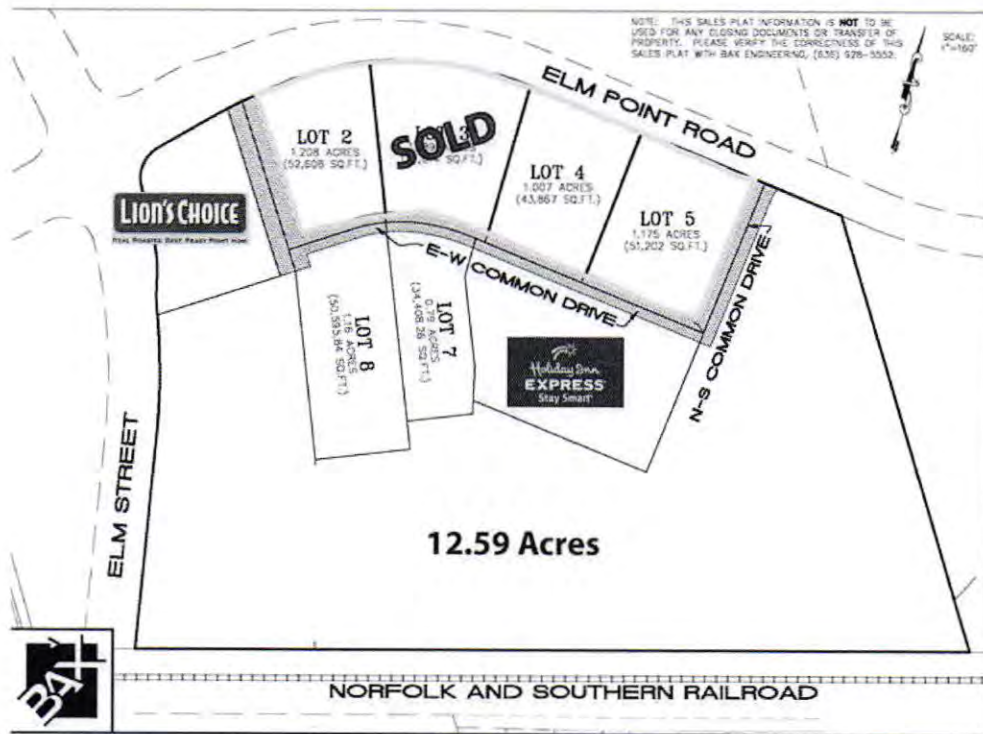
LAND DESCRIPTION - 20.913 ACRES

A tract of land being all of Lots A and A of "Discovery Business Park" a subdivision according to the plat thereof recorded in Plat Book 42 pages 181-182 of the St. Charles county records, part of U.S. Survey 1667, part of Fractional Section 24, Township 47 North, Range 4 East, and part of Fractional Section 19, Township 47 North, Range 5 East of the Fifth Principal Meridian, City of St. Charles, St. Charles County, MO and being more particularly described as follows:

Beginning at the intersection of the northern right-of-way line of the Norfolk and Southern railroad (100' wide) with the Eastern right-of-way line of Elm Street as described in the deed recorded in Book 1425 Page 662 of the St. Charles County records; thence along said Eastern right-of-way of Elm Street the following courses and distances; North 08 degrees 41 minutes 35 seconds West 327.07 feet to a point; and Northwardly along a curve to the left whose chord bears North 14 degrees 10 minutes 44 seconds West 190.24 feet, whose radius point bears South 81 degrees 18 minutes 25 seconds West 995.00 feet from the last mentioned point an arc length distance of 190.53 feet to a point; thence along the South and East lines of property conveyed to Lions Choice Development Corporation by deed recorded in Book 4232 Page 1999 of the St. Charles County records, the following courses and distances, North 57 degrees 50 minutes 32 seconds East 199.78 feet; and North 32 degrees 09 minutes 28 seconds West 270.55 feet to the Southern right-of-way line of Elm Point Industrial Drive as described in the deed recorded in Book 1425 Page 662 of the St. Charles County records; thence along said Southern right-of-way line of Elm Point Industrial Drive the following courses and distances, Eastwardly along a curve to the right whose chord bears North 49 degrees 29 minutes 26 seconds East 45.35 feet and whose radius point bears South 42 degrees 52 minutes 21 seconds East 550.00 feet from the last mentioned point, an arc length distance of 45.37 feet to a point; and North 51 degrees 51 minutes 12 seconds East 5.16 feet to the northwest corner of property conveyed to Elm Point Industrial LLC by deed recorded in Book 2318, Page 429 of the St. Charles County records; thence continuing along said South line of Elm Point road the following courses and distances, North 51 degrees 51 minutes 12 seconds East 36.83 feet to a point; along a curve to the right whose chord bears North 65 degrees 26 minutes 57 seconds East 220.73 feet and whose radius point bears South 38 degrees 08 minutes 48 seconds East 469.51 feet from the last mentioned point, an arc

distance of 222.82 feet; along a curve to the right whose chord bears North 88 degrees 28 minutes 21 seconds East 183.46 feet and whose radius point bears South 10 degrees 57 minutes 19 seconds East 560.00 feet from the last mentioned point, an arc distance of 184.29 feet to a point; thence South 82 degrees 05 minutes 59 seconds East 517.78 feet to the West line of Lot 16 of "Elm Point Industrial Park Plat 1", a subdivision according to the plat thereof recorded in Plat Book 33, page 240 of the St. Charles County records; thence along said West line of Lot 16, South 31 degrees 01 minutes 23 seconds East 702.60 feet to a point on the aforesaid North right-of-way line of the Norfolk and Southern railroad; thence along said Northern right-of-way line of the Norfolk and Southern railroad, South 75 degrees 37 minutes 24 seconds West 1296.34 feet to the point of beginning and containing 20.913 acres as per survey by Bax Engineering Co., Inc, during the month of February, 2005.

5. District Boundary Map



6. District Financials

The District financials are included within the attachments of this report. The financials provide a summary of revenues, expenditures, outstanding indebtedness, and fund balances for the District.

Attachments:

- Resolutions adopted during year ending December 31, 2025:
 - **Resolution 25-001**, Approving special assessment for 2025
 - **Resolution 25-002**, Amending 2025 and approving 2026 budgets
- Financial Statement for the year ending December 31, 2025

**Elm Point Commons Community Improvement District
Annual Report of Financial Transactions
For the Year January 1, 2025 to December 31, 2025**

A. Beginning Balance

UMB Bank, Trust Accounts			
Revenue Fund	\$	64,306.80	
Debt Service Fund	\$	0.41	
Redemption Fund	\$	0.79	
Debt Service Reserve	\$	47,466.94	
Operating Fund	\$	41,258.17	
Extra Expense Fund	\$	10,008.20	
UMB Bank, Special Assessment Revenue Account	\$	285.66	
			\$163,326.97

B. Summary of Receipts

CID Special Assessment Revenue	\$	104,851.72	
Interest Earnings	\$	132.94	
Total Receipts			\$104,984.66

C. Summary of Disbursements

Debt Service Expenses - Interest Payment	\$	(47,743.19)	
Debt Service Expenses - Principal Payment	\$	(40,901.04)	
Bank Fees	\$	(186.09)	
Trustee Fees	\$	(2,352.00)	
Administration Expenses	\$	(6,000.00)	
Total Disbursements			(\$97,182.32)

D. Ending Balance

\$171,129.31

E. Other Funding Sources/(Uses)

To Redemption From Revenue	\$	40,900.25	
To Debt Service from Debt Service Reserve	\$	118.68	
To Debt Service from Revenue	\$	47,624.01	
To Operating from Revenue	\$	15,000.00	
To Revenue From Special Assessment	\$	104,659.55	
From Revenue To Redemption	\$	(40,900.25)	
From Debt Service Reserve to Debt Service	\$	(118.68)	
From Rev to DS	\$	(47,624.01)	
From Rev to Operating	\$	(15,000.00)	
From Special Assessment to Rev	\$	(104,659.55)	
Net Other Income			\$0.00

F. Summary of Ending Balance by Depository

UMB Bank, Trust Accounts			
Revenue Fund	\$	63,119.39	
Debt Service Fund	\$	0.78	
Redemption Fund	\$	0.45	
Debt Service Reserve	\$	47,446.93	
Operating Fund	\$	50,261.82	
Extra Expense Fund	\$	10,008.20	
UMB Bank, Special Assessment Revenue Account	\$	291.74	
Total			\$171,129.31

G. Statement of Indebtedness

Series 2022 Bond

Outstanding on 01/01/2025	Issued During 2025	Retired During 2025	Outstanding on 12/31/2025
\$1,093,331.17		\$ (40,901.04)	\$1,052,430.13

H. Statement of Assessed Valuation and Tax Rates

The Elm Point Commons CID imposes a CID Special Assessment based on a \$0.14 per land square footage of each parcel within the District. GASB Rule 77 Disclosure: The District has not entered into any property tax abatement agreements during the fiscal year.

2025 Elm Point Commons CID Property Assessment Schedule

Parcel ID No.	Square Footage of Parcel	Lot Number	2025 Annual Assessment
T080700004	13,068.00	1	\$1,791.57
T250700004	36,590.40	2	\$5,016.38
T250700005	51,792.84	3	\$7,100.57
T080700007	43,995.60	4	\$6,031.60
T080700008	51,400.80	5	\$7,046.82
T210700080	62,421.48	6	\$8,557.71
T090700013	15,681.60	7	\$2,149.88
T090700012	33,976.80	8	\$4,658.07
T090700011	34,412.40	9	\$4,717.79
T090700010	79,714.80	10	\$10,928.55
T210700081	62,073.00	11	\$8,509.94
A985000280	37,962.54	12	\$5,204.50
T210700082	246,593.16	13	\$33,806.84
T170700005	32,016.60	14	\$4,389.34
T240700022	-	15	\$0.00
T240700023	-	16	\$0.00
T240700015	1,799.03	17	\$246.64
T240700014	1,781.60	18	\$244.25
T240700013	1,781.60	19	\$244.25
T240700012	1,781.60	20	\$244.25
T240700011	1,781.60	21	\$244.25
T240700010	17,480.63	22	\$2,396.52
T240700021	1,799.03	23	\$246.64
T240700020	1,781.60	24	\$244.25
T240700019	1,781.60	25	\$244.25
T240700018	1,781.60	26	\$244.25
T240700017	1,781.60	27	\$244.25
T240700016	1,799.03	28	\$246.64
	838,830.56		\$115,000.00

RESOLUTION NO. 25-001

A RESOLUTION OF THE ELM POINT COMMONS COMMUNITY IMPROVEMENT DISTRICT RATIFYING AND APPROVING A SPECIAL ASSESSMENT AGAINST REAL PROPERTY BENEFITED WITHIN THE ELM POINT COMMONS COMMUNITY IMPROVEMENT DISTRICT AT THE RATE OF \$0.13 PER SQUARE FOOT OF LOT AREA FOR THE TAX YEAR ENDING DECEMBER 31, 2025; AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH

WHEREAS, the Elm Point Commons Community Improvement District (the "*District*") is a community improvement district and a political subdivision of the State of Missouri organized under the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "*CID Act*"); and approved by City of St. Charles in Ordinance No. 06-186; and

WHEREAS, on January 25, 2007, the District approved Resolution No. 2007-01 authorizing a special assessment against real property located within the boundaries of the District; and

WHEREAS, on March 8, 2007, the District approved Resolution No. 2007-03 amending Resolution No. 2007-01 levying of a special assessment against real property benefited within the Elm Point Commons Community Improvement District for the purpose of providing revenue for services and projects; and

WHEREAS, the District desires to ratify and approve the special assessment levied upon the real property within the boundaries of the District at \$0.13 per square foot of Lot area per year for the tax year ending December 31, 2025, as set forth on the tax roll set forth as **Exhibit A**, attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ELM POINT COMMONS COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:

Section 1. Approval of Special Assessment for the Tax Year Ending December 31, 2025. The Board of Directors hereby ratifies and approves the special assessment to be levied upon the real property within the boundaries of the District at \$0.13 per square foot of Lot area for the Tax Year Ending December 31, 2025.

Section 2. Submittal of Resolution to County Collector. The District shall provide a certified copy of this Resolution to the Collector of Revenue of St. Charles County, Missouri.

Section 3. District Officers to Execute Resolution. The Chair of the Board of Directors of the District are hereby authorized and directed to execute and attest to this Resolution for and on behalf of and as the act and deed of the District.

Section 4. Further Authority. All actions heretofore taken by the authorized representatives, agents and employees of the District in connection with the transaction contemplated by this Resolution are hereby ratified and confirmed, and the District shall, and the representatives, agents and employees of the District are hereby authorized and directed to, take such further action, and execute and deliver such other documents and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 5. Severability. The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void 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 6. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Board of Directors.

Passed this 7th day of August, 2025.

I, the undersigned, Chair of the Elm Point Commons Community Improvement District, hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the District at a meeting held, after proper notice, on August 7, 2025.



**ELM POINT COMMONS
COMMUNITY IMPROVEMENT DISTRICT**



WITNESS my hand and official seal this 7th day of August, 2025.

ATTEST:



EXHIBIT A

Elm Point Commons Community Improvement District 2025 Special Assessment

\$ 115,000.00											
Acreage	Square Footage of Parcel	Account Number	Lot No. from Boundary Map	2025 Annual Assessment	Annual Cost/Sq. Ft.	Owner	Mailing Address	City	State	Zip Code	
0.300	13,068.00	T080700004	1	1,791.57	0.14	CM 2001, LLC	5530 Salt River Road	St. Peters	MO	63376	
0.840	36,580.40	T25070004	2	5,016.38	0.14	Bui Rose & Ung Hung	3733 Elm St	St. Charles	MO	63301	
1.189	51,792.84	T25070005	3	7,100.57	0.14	Bui Rose & Ung Hung	3733 Elm St	St. Charles	MO	63301	
1.010	43,995.60	T080700007	4	6,031.60	0.14	SBCW II LLC	302 E Governor Ct	St. Charles	MO	63301	
1.180	51,400.80	T080700008	5	7,046.82	0.14	O'Reilly Automotive Stores Inc	233 S Patterson Ave	Springfield	MO	65802	
1.830	79,714.80	T090700010	10	10,928.55	0.14	Discovery Hospitality Inc	309A Elm Point Industrial Dr	St. Charles	MO	63301	
0.790	34,412.40	T090700011	9	4,717.79	0.14	Zykan Exteriors STL LLC	4652 Seeburger Rd	St. Charles	MO	63301	
0.780	33,976.80	T090700012	8	4,658.07	0.14	Zykan Exteriors STL LLC	4652 Seeburger Rd	St. Charles	MO	63301	
0.360	15,681.60	T090700013	7	2,149.88	0.14	Zykan Exteriors STL LLC	4652 Seeburger Rd	St. Charles	MO	63301	
0.735	32,016.60	T170700005	14	4,389.34	0.14	Lumina Properties	1117 White Lake Dr	St. Charles	MO	63301	
-	-	T240700023	16	-	0.00	CM 2001, LLC	5530 Salt River Road	St. Peters	MO	63376	
-	-	T240700022	15	-	0.00	CM 2001, LLC	5530 Salt River Road	St. Peters	MO	63376	
0.041	1,799.03	T240700021	21	246.64	0.14	CM 2001, LLC	5530 Salt River Road	St. Peters	MO	63376	
0.041	1,781.60	T240700020	24	244.25	0.14	CM 2001, LLC	5530 Salt River Road	St. Peters	MO	63376	
0.041	1,781.60	T240700019	25	244.25	0.14	CM 2001, LLC	5530 Salt River Road	St. Peters	MO	63376	
0.041	1,781.60	T240700018	26	244.25	0.14	CM 2001, LLC	5530 Salt River Road	St. Peters	MO	63376	
0.041	1,781.60	T240700017	27	244.25	0.14	CM 2001, LLC	5530 Salt River Road	St. Peters	MO	63376	
0.041	1,799.03	T240700016	28	246.64	0.14	CM 2001, LLC	5530 Salt River Road	St. Peters	MO	63376	
0.041	1,799.03	T240700015	17	246.64	0.14	CM 2001, LLC	5530 Salt River Road	St. Peters	MO	63376	
0.041	1,781.60	T240700014	18	244.25	0.14	CM 2001, LLC	5530 Salt River Road	St. Peters	MO	63376	
0.041	1,781.60	T240700013	19	244.25	0.14	CM 2001, LLC	5530 Salt River Road	St. Peters	MO	63376	
0.041	1,781.60	T240700012	20	244.25	0.14	CM 2001, LLC	5530 Salt River Road	St. Peters	MO	63376	
0.041	1,781.60	T240700011	21	244.25	0.14	CM 2001, LLC	5530 Salt River Road	St. Peters	MO	63376	
0.401	17,480.63	T240700010	22	2,396.52	0.14	CM 2001, LLC	5530 Salt River Road	St. Peters	MO	63376	
0.872	37,962.54	A985000280	12	5,204.50	0.14	CM 2001, LLC	5530 Salt River Road	St. Peters	MO	63376	
1.433	62,421.48	T210700080	6	8,557.71	0.14	Gerber Real Estate Inc	1745 Ellice Ave #C1	Winnipeg	MB	R3H 1A6	
1.425	62,073.00	T210700081	11	8,509.94	0.14	Fyra Properties LLC	361 Taylor Way	Forbelle	MO	63348	
5.661	246,593.16	T210700082	13	33,806.84	0.14	Salt Lick Road, LLC	530 Salt River Road	St. Peters	MO	63376	
1.2		ROW									
19.257	838,830.56			\$ 115,000.00							

RESOLUTION NO. 25-002

A RESOLUTION OF THE ELM POINT COMMONS COMMUNITY IMPROVEMENT DISTRICT AMENDING THE BUDGET OF THE DISTRICT FOR THE YEAR ENDING DECEMBER 31, 2025 AND APPROVING THE BUDGET OF THE DISTRICT FOR THE YEAR ENDING DECEMBER 31, 2026 WITH INSTRUCTIONS TO FORWARD SAME TO THE CITY OF ST. CHARLES, THE MISSOURI DEPARTMENT OF REVENUE, THE OFFICE OF THE STATE AUDITOR OF MISSOURI IN COMPLIANCE WITH PROVISIONS WITHIN THE COMMUNITY IMPROVEMENT DISTRICT ACT; AND AUTHORIZING CERTAIN ACTION IN CONNECTION THEREWITH

WHEREAS, Section 67.010, RSMo., as amended, requires each political subdivision to prepare an annual budget; and

WHEREAS, pursuant to Section 67.1471.1, RSMo., “the fiscal year for the district shall be the same as the fiscal year of the municipality;” and

WHEREAS, pursuant to Section 39.01 of the Code of Ordinances for the City of St. Charles, Missouri, “the fiscal year of the city shall commence on January 1 and terminate on December 31 in each year...”; and

WHEREAS, pursuant to Section 67.1471.2, RSMo., “No earlier than one hundred eighty days and no later than ninety days prior to the first day of each fiscal year, the board shall submit to the governing body of the city a proposed annual budget, setting forth expected expenditures, revenues, and rates of assessments and taxes, if any, for such fiscal year;”.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ELM POINT COMMONS COMMUNITY IMPROVEMENT DISTRICT, AS FOLLOWS:

Section 1. Amending the Budget of the District for the year ending December 31, 2025. The budget of the District for the year ending December 31, 2025, is hereby amended as set forth on **Exhibit A**, attached hereto and incorporated herein by reference. The budget for revenues and expenditures for the year ending December 31, 2025 is amended to match actual revenue and expenditures in each line item for the current fiscal year.

Section 2. Approval of the preliminary Budget of the District for the year ending December 31, 2026. The budget of the District for the year ending December 31, 2026 is hereby approved as set forth on **Exhibit A**, attached hereto and incorporated herein by reference.

Section 3. District to Forward Budget to City of St. Charles, Missouri. The District shall send a copy of the budget to the City of St. Charles, Missouri for review and comment.

Section 4. District Officers to Execute Resolution. The Chairman of the Board of Directors of the District is hereby authorized and directed to execute this Resolution for and on behalf of and as the act and deed of the District and the Secretary of the District is hereby authorized and directed to attest to the Resolution.

Section 5. Further Authority. All actions heretofore taken by the authorized representatives, agents and employees of the District in connection with the transaction contemplated by this Resolution are

hereby ratified and confirmed, and the District shall, and the representatives, agents and employees of the District are hereby authorized and directed to, take such further action, and execute and deliver such other documents and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 6. Severability. The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void 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 7. Governing Law. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 8. Effective Date. This Resolution shall take effect and be in full force upon its passage by the District.

Passed this 7th day of August, 2025.

I, the undersigned, Chair of the Elm Point Commons Community Improvement District, hereby certify that the foregoing resolution was duly adopted by the Board of Directors of the District at a meeting held, after proper notice, on August 7, 2025.



**ELM POINT COMMONS COMMUNITY
IMPROVEMENT DISTRICT**



WITNESS my hand and official seal this 7th day of August, 2025.

ATTEST:



EXHIBIT A

**ELM POINT COMMONS
COMMUNITY IMPROVEMENT DISTRICT**

**PROPOSED BUDGET
YEAR ENDING - DECEMBER 31, 2026**

**AMENDED BUDGET
YEAR ENDING - DECEMBER 31, 2025**

**BUDGET TO ACTUAL
YEAR ENDING - DECEMBER 31, 2024**

BUDGET MESSAGE

Pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571, inclusive, of the Revised Statutes of Missouri, as amended (the "CID Act") and an ordinance duly adopted on July 11, 2006, the City Council of the City of St. Charles, Missouri (the "City") approved the formation of The Elm Point Commons Community Improvement District, a political subdivision of the State (the "District"), for the purpose of financing the costs of certain improvements (the "Project") and services within the District and paying the costs of formation and operation of the District.

The voters of the District approved the imposition of an annual special assessment (the "Special Assessment") for the purpose of paying the cost of the Project and the costs of formation and operation of the District; and

In 2007, the District authorized and issued its Special Assessment Revenue Bonds, Series 2007, in the principal amount of \$2,530,000 (the "Series 2007 Bonds") for the purpose of paying certain Project costs.

In 2022, the Board of Directors of the District determined it was in the best interests of the District to issue \$refinance its Special Assessment Refunding Revenue Bonds, for the purpose of providing funds, together with other legally available funds of the District, to (a) refund the outstanding Series 2017 Bonds, (b) fund a debt service reserve fund to secure the Bonds, and (c) pay the costs of issuance of the Bonds. The CID Special Assessment revenues are pledged to repayment of the CID Bonds (including payment of any trustee fees).

The District began the year ending December 31, 2024 with a fund balance of \$144,447. The District CID Special Assessment revenues totaled \$115,944.24 (after deduction of a St. Charles County collection fee). The District expenses totaled \$97,195.50 associated with debt service and operational expenses. The District's year end fund balance equaled \$163,327 and the outstanding principal balance on the Series 2022 bonds totaled \$1,093,331.

The District anticipates beginning the year ending December 31, 2025 with a fund balance of approximately \$163,327. The District anticipates CID Special Assessment revenues of approximately \$105,000 (after deduction of a St. Charles County collection fee). The District further anticipates expenses of approximately \$102,416 associated with debt service and operational expenses. The District's year end fund balance is anticipated to be approximately \$166,051 and the outstanding principal balance on the Series 2022 bonds to be \$1,052,430.

The District anticipates beginning the year ending December 31, 2026 with a fund balance of approximately \$166,051. The District anticipates CID Special Assessment revenues of approximately \$115,000 (after deduction of a St. Charles County collection fee). The District further anticipates expenses of approximately \$114,695 associated with debt service and operational expenses. The District's year end fund balance is anticipated to be approximately \$166,456 and the outstanding principal balance on the Series 2022 bonds to be \$994,430.

Elm Point Commons Community Improvement District
Proposed Budget
December 31, 2026

	Preliminary Budget
Income	
Special Assessment Revenue	115,000.00
Interest	100.00
Total Income	115,100.00
Expense	
Bank Fees	180.00
Interest	45,000.00
Principal	58,000.00
Administration	6,180.00
Insurance/Legal	3,000.00
Arbitrage Rebate Calculation	0.00
Trustee	2,335.00
Total Expense	114,695.00
Net Income	405.00

Beginning Balance	\$	166,050.99
Ending Balance	\$	166,455.99

Debt Outstanding	1/1/2026	Issued	Retired	12/31/2026
Series 2022	\$ 1,052,430.17	\$ -	\$ (58,000.00)	\$ 994,430.17

Elm Point Commons Community Improvement District
Amended Budget
Year Ending December 31, 2025

	Actual (Jan. to July, 2025)	Amended Budget	Preliminary Budget
Income			
Special Assessment Revenue	104,716.24	105,000.00	115,000.00
Interest	125.73	140.00	100.00
Total Income	104,841.97	105,140.00	115,100.00
Expense			
Bank Fees	92.35	180.00	180.00
Interest	24,326.62	50,000.00	50,000.00
Principal	40,901.04	40,901.00	58,000.00
Administration	6,000.00	6,000.00	6,000.00
Insurance/Legal	0.00	3,000.00	3,000.00
Arbitrage Rebate Calculation	0.00	0.00	0.00
Trustee	0.00	2,335.00	2,335.00
Total Expense	71,320.01	102,416.00	119,515.00
Net Income	33,521.96	2,724.00	-4,415.00

Beginning Balance	\$ 163,326.99
Ending Balance	\$ 166,050.99

Debt Outstanding	1/1/2025	Issued	Retired	12/31/2025
Series 2022	\$ 1,093,331.17	\$ -	\$ (40,901.00)	\$ 1,052,430.17

Elm Point Commons Community Improvement District
Budget to Actual
Year Ending December 31, 2024

	Actual	Amended Budget	Preliminary Budget
Income			
Special Assessment Revenue	115,944.24	115,000.00	117,750.00
Interest	131.37	100.00	100.00
Total Income	116,075.61	115,100.00	117,850.00
Expense			
Bank Fees	180.50	220.00	200.00
Interest	49,524.51	50,000.00	50,000.00
Principal	39,158.49	60,000.00	60,000.00
Administration	6,000.00	6,000.00	6,000.00
Insurance/Legal	0.00	3,000.00	3,000.00
Arbitrage Rebate Calculation	0.00	0.00	0.00
Trustee	2,332.00	2,335.00	2,335.00
Total Expense	97,195.50	121,555.00	121,535.00
Net Income	18,880.11	-6,455.00	-3,685.00

Beginning Balance \$ 144,446.88
Ending Balance \$ 163,326.99

Debt Outstanding	1/1/2024	Issued	Retired	12/31/2024
Series 2022	\$ 1,132,489.66	\$ -	\$ (39,158.49)	\$ 1,093,331.17

Signature: Robert D. Cissell
Robert D. Cissell (Aug 9, 2025 11:52:50 CDT)
Email: bobcissell@cissellmueller.com

Signature: Duano Mueller
Duano Mueller (Aug 20, 2025 12:09:36 CDT)
Email: duanemueller@cissellmueller.com

RCA FORM (OFFICE USE ONLY)

Bill # N/A

MEETING/DATE: 5/19/2026

Regular Special Comm. of Whole

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 8

Sponsor(s): N/A

Description:

Receipt of the Annual Report Year Ending December 31, 2025 as Submitted by the Board of Directors of the Elm & 370 Community Improvement District

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

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

Summary:

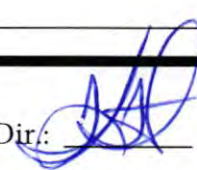
In accordance with RSMo 67.1471 of the CID Act, the attached Annual Report Year Ending December 31, 2025 for the Elm & 370 Community Improvement District is submitted to the City Council for receipt.

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

Fiscal Impact: _____ N/A _____

Account #: _____

Project #: _____

RCA Prepared by _____ On Behalf of _____
City Clerk Staff: KSH Council Member(s): N/A Dept. Dir.: 

**Elm and 370
Community Improvement District**

Annual Report
Year Ending December 31, 2025

St. Charles, Missouri

Table of Contents

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Signatures on documents attached have been redacted for security purposes.

1. Annual Report Overview

This Annual Report is submitted to St. Charles, Missouri 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").

2. District Description

The Elm & 370 Community Improvement District (the "District") is comprised of an approximately 4.96 acre site located in the City of St. Charles (the "City"), St. Charles County, Missouri located near the northwest quadrant of the intersection of I-370 and North Elm Street.

Reporting Period:	January 1, 2025 through December 31, 2025	
Date District Established:	February 21, 2006	
Enacting Ordinance:	City of St. Charles Ordinance No. 06-42	
CID Sales Tax Effective Date:	January 1, 2007	
Date Annual Budget Adopted:	August 7, 2025	
Date Proposed Budget Submitted to Municipality:	September 30, 2025	
Date Annual Report Submitted to Municipal Clerk:	April 29, 2025	
Municipality:	City of St. Charles 200 N. Second Street St. Charles, MO 63301	
County:	St. Charles County	
District Administrator:	Development Dynamics, LLC 2897 Highway K, Suite 210 O'Fallon, MO 63368 Phone: 636/561-8602	
District Legal Counsel:	Lewis, Rice & Fingeresh 500 North Broadway, Suite 2000 St. Louis, Missouri 63102	
Governing Board of Directors:	Chair	Robert Cissell
	Secretary	Duane Mueller
	Treasurer	Brad Fanta
	Director	Danny Wapelhorst
	Director	John Kastner

3. Purpose

The District was formed in 2006 to help construct certain infrastructure improvements (i.e., transportation, utility, and similar public and capital improvements within the District. The District has completed the improvements, the costs of which are being repaid through collection of a one percent (1%) CID sales tax on retail sales.

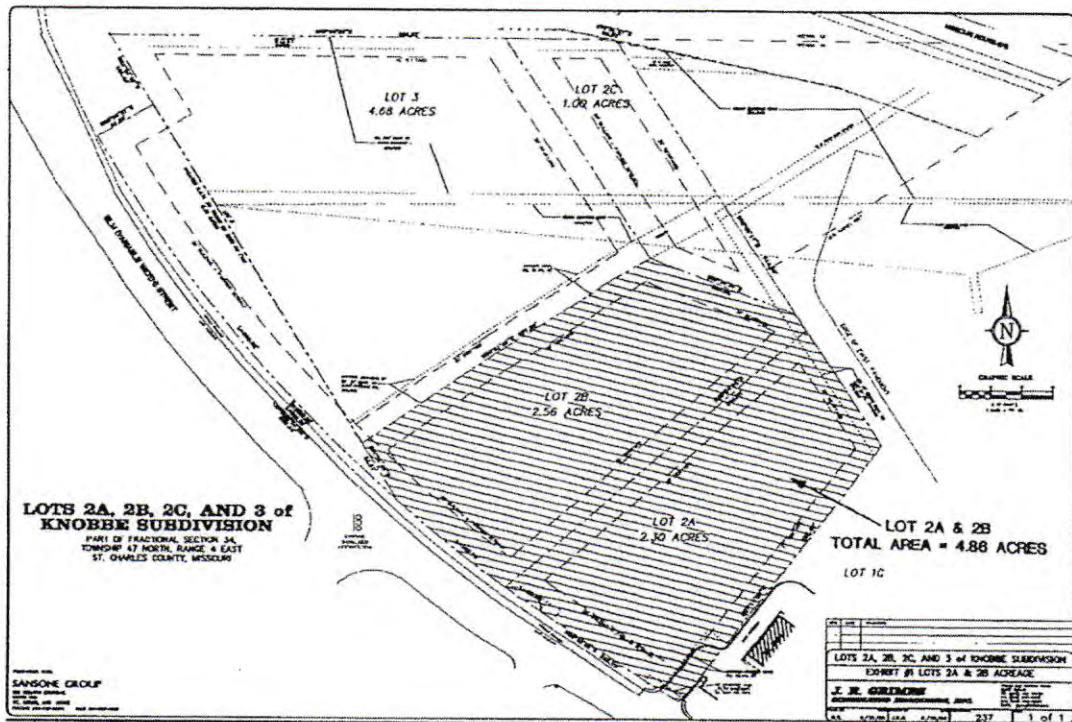
4. District Legal Description

Lots 2A and 2B of Knobbe subdivision, as per plat thereof recorded in Plat Book 35 Page 97 of the St. Charles County records, final survey and exact legal description to govern.

5. District Boundary Map

EXHIBIT "A"
ELM & 370
COMMUNITY IMPROVEMENT DISTRICT
DISTRICT
LEGAL DESCRIPTION AND DISTRICT BOUNDARY MAP

Lots 2A and 2B of Knobbe Subdivision, as per plat thereof recorded in Plat Book 35 Page 97 of the St. Charles County Records, final survey and exact legal description to govern.



6. District Financials

The District financials are included within the attachments of this report. The financials provide a summary of District revenues, expenditures, outstanding debt, and fund balances of the District.

Attachments:

- Financial Statement for the Year Ending December 31, 2025
- Resolutions adopted during budget year 2025:
 - **Resolution 25-001**, Amending 2025 budget and approving 2026 budget

Elm & 370 Community Improvement District
Annual Report of Financial Transactions
For the Fiscal Year January 1, 2025 to December 31, 2025

A. Beginning Balance			
UMB Bank	\$	225.21	
Operating Fund	\$	1,103.84	
Debt Service Fund	\$	49,212.29	
Total			\$ 50,541.34
 B. Summary of Receipts			
CID Sales Tax	\$	72,851.85	
CID Use Tax	\$	53,179.73	
Interest	\$	1,157.98	
Total Receipts			\$ 127,189.56
 C. Summary of Disbursements			
Bank Fees	\$	(331.32)	
Debt Service Payment- Principal	\$	(86,242.25)	
Debt Service Payment- Interest	\$	(36,045.58)	
District Administrative Costs	\$	(4,173.74)	
Total Disbursements			\$ (126,792.89)
 D. Ending Balance			\$ 50,938.01
 E. Summary of Ending Balance by Depository			
UMB Bank	\$	232.13	
Operating Fund	\$	969.60	
Debt Service Fund	\$	49,736.28	
Total			\$ 50,938.01

F. Statement of Indebtedness		Outstanding on		Outstanding on
		01/01/2025	Issued During 2025	Retired During 2025
Series 2007 Taxable Revenue Note	\$	530,339.94		\$ (86,242.25)
				\$ 444,097.69

G. Statement of Assessed Valuation and Tax Rates
The Elm & 370 Community Improvement District does not calculate assessed valuation since it does not impose a property tax or special assessment. GASB Rule 77 Disclosure:
The District has not entered into any property tax abatement agreements during the fiscal year.

RESOLUTION NO. 25-001

A RESOLUTION OF THE ELM & 370 COMMUNITY IMPROVEMENT DISTRICT AMENDING THE BUDGET OF THE DISTRICT FOR THE YEAR ENDING DECEMBER 31, 2025; APPROVING THE BUDGET OF THE DISTRICT FOR THE YEAR ENDING DECEMBER 31, 2026 WITH INSTRUCTIONS TO FORWARD SAME TO THE CITY OF ST. CHARLES IN ACCORDANCE WITH THE COMMUNITY IMPROVEMENT DISTRICT ACT; AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH

WHEREAS, the Elm & 370 Community Improvement District (the “District”) is a community improvement district and a political subdivision of the State of Missouri organized under the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the “CID Act”); and

WHEREAS, Section 67.010 of the Revised Statutes of Missouri, as amended, requires each political subdivision of the State of Missouri to prepare an annual budget prior to the beginning of the ensuing fiscal year; and

WHEREAS, Section 67.030 of the Revised Statutes of Missouri, as amended, allows each political subdivision to revise, alter, increase or decrease the items contained in the budget; provided, that in no event shall the total authorized expenditures from any fund exceed the estimated revenues to be received plus any unencumbered balance or less any deficit estimated for the beginning of the budget year.

WHEREAS, Section 67.1471 of the CID Act requires that the District shall submit the proposed annual budget to the City Council of the City of St. Charles, Missouri.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ELM & 370 COMMUNITY IMPROVEMENT DISTRICT, AS FOLLOWS:

Section 1. Amending of the Budget of the District for the Year Ending December 31, 2025. The budget of the District for the year ending December 31, 2025 is hereby amended as set forth on **Exhibit A**, attached hereto and incorporated herein by reference.

Section 2. Approval of a preliminary budget of the District for Year Ending December 31, 2026. The preliminary budget of the District for the year ending December 31, 2026, is hereby approved as set forth on Exhibit A, attached hereto and incorporated herein by reference. The Board of Directors authorizes the District Administrator to amend the budget revenues and expenditures to actual revenues and expenditures. The ending budget should demonstrate revenues plus fund balance exceed expenditures for the fiscal year.

Section 3. District to Forward Budget to City of St. Charles, Missouri. The District shall send a copy of the budget to the City of St. Charles, Missouri for review and comment.

Section 4. District Officers to Execute Resolution. The Chair of the Board of Directors of the District is hereby authorized and directed to execute this Resolution for and on behalf of and as the act and deed of the District and the Secretary of the District is hereby authorized and directed to attest to the Resolution.

Section 5. Further Authority. All actions heretofore taken by the authorized representatives, agents and employees of the District in connection with the transaction contemplated by this Resolution are hereby ratified and confirmed, and the District shall, and the representatives, agents and employees of the District are hereby authorized and directed to, take such further action, and execute and deliver such other documents and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 6. Severability. The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void 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 7. Governing Law. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 8. Effective Date. This Resolution shall take effect and be in full force upon its passage by the District.

Passed this 7th day of August, 2025.

I, the undersigned, Chair of the Elm & 370 Community Improvement District, hereby certify that the foregoing Resolutions were duly adopted by the Board of Directors of the District at a meeting held, after proper notice, on August 7, 2025.



ELM & 370
COMMUNITY IMPROVEMENT DISTRICT



WITNESS my hand and official seal this 7th day of August, 2025.

ATTEST:



EXHIBIT A

**ELM & 370
COMMUNITY IMPROVEMENT DISTRICT**

**ANNUAL BUDGET
YEAR ENDING - DECEMBER 31, 2026**

AND

**AMENDED BUDGET
YEAR ENDING - DECEMBER 31, 2025**

BUDGET MESSAGE

Pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "CID Act"), the Elm & 370 Community Improvement District (the "District") was formed by Ordinance No. 06-42 of the City of St. Charles, Missouri (the "City") passed on February 21, 2006, (the "Ordinance"). The District is a political subdivision of the State of Missouri

On September 22, 2006, the District approved Resolution No. 2006-004, authorizing a mail-in election to be conducted to impose a CID Sales Tax at a rate of one percent (1%) for the purpose of financing certain community improvements and the costs of formation and operation of the District, which CID Sales Tax became effective following the adoption of the CID Sales Tax by the qualified voters of the District at an election held in accordance with Section 67.1541.1 of the CID Act.

In 2007, the District issued its Community Improvement Taxable Sales Tax Revenue Note (the "CID Note") to finance the Project. The CID Note was issued in a principal amount of \$815,222.00. A partial write-off on the CID Notes outstanding occurred December 27, 2024 in the amount of \$203,805.50.

In 2024, the District received CID sales and use tax revenues of approximately \$108,545.54 and interest earnings of \$1,293.47. The District expenditures were \$105,683.14, consisting of principal & interest payments on the CID Note and operating expenses of the District. The year-end fund balance equaled \$50,541.34. The outstanding Series 2007 Revenue Note had a balance of \$530,339.64 at year end.

In 2025, the District anticipates CID sales and use tax revenues of approximately \$128,000. The District further anticipates expenditures of approximately \$122,420, consisting of principal & interest payments on the CID Note and operating expenses of the District. The year-end fund balance is anticipated to be approximately \$57,371. The District Series 2007 Revenue Note balance is anticipated to be approximately \$448,340 at year end.

In 2026, the District anticipates CID sales and use tax revenues of approximately \$128,000. The District further anticipates expenditures of approximately \$113,500, consisting of principal & interest payments on the CID Note and operating expenses of the District. The year-end fund balance is anticipated to be approximately \$67,578. The District Series 2007 Revenue Note balance is anticipated to be approximately \$363,340 at year end.

**Elm & 370 Community Improvement District
Proposed Budget
Year Ending December 31, 2026**

	Proposed Budget
Ordinary Income/Expense	
Income	
CID Income	
Sales Tax Revenue	80,000.00
Use Tax Revenue	48,000.00
Total CID Income	128,000.00
Trustee Income	
Debt Service	
Interest	1,200.00
Total Debt Service	1,200.00
Operating Fund	
Interest	50.00
Total Operating Fund	50.00
Total Trustee Income	1,250.00
Total Income	129,250.00
Expense	
CID Expenses	
Bank Fees	300.00
Total CID Expenses	300.00
Trustee Expenses	
Debt Service	
Interest Payment	28,500.00
Principal Payment	85,000.00
Total Debt Service	113,500.00
Operating Fund	
Administration	4,243.60
Insurance	0.00
Legal	600.00
Trustee	400.00
Total Operating Fund	5,243.60
Total Trustee Expenses	118,743.60
Total Expense	119,043.60
Net Ordinary Income	10,206.40
Other Income/Expense	
Other Income	
Transfer In	
To Debt Serv From Sales Tax	48,000.00
To Operating From Debt Service	5,243.60
Total Transfer In	53,243.60
Total Other Income	53,243.60
Other Expense	
Transfer Out	
From Debt Service to Operating	5,243.60
From Sales Tax to Debt Service	48,000.00
Total Transfer Out	53,243.60
Total Other Expense	53,243.60
Net Other Income	0.00
Net Income	10,206.40

Beginning Balance		\$	57,371.34
Ending Balance		\$	67,577.74

	1/1/2026		Issued		Retired	12/31/2026
Debt Outstanding						
Series 2007 Revenue Note	\$ 448,339.64	\$	-	\$	(85,000.00)	\$ 363,339.64

**Elm & 370 Community Improvement District
Amended Budget
Year Ending December 31, 2025**

	Actual (Jan. to July, 2025)	Amended Budget	Proposed Budget
Ordinary Income/Expense			
Income			
CID Income			
Sales Tax Revenue	46,939.88	80,000.00	110,000.00
Use Tax Revenue	33,335.14	48,000.00	0.00
Total CID Income	<u>80,275.02</u>	<u>128,000.00</u>	<u>110,000.00</u>
Trustee Income			
Debt Service			
Interest	609.99	1,200.00	1,000.00
Total Debt Service	<u>609.99</u>	<u>1,200.00</u>	<u>1,000.00</u>
Operating Fund			
Interest	21.18	50.00	50.00
Total Operating Fund	<u>21.18</u>	<u>50.00</u>	<u>50.00</u>
Total Trustee Income	<u>631.17</u>	<u>1,250.00</u>	<u>1,050.00</u>
Total Income	<u>80,906.19</u>	<u>129,250.00</u>	<u>111,050.00</u>
Expense			
CID Expenses			
Bank Fees	163.97	300.00	275.00
Total CID Expenses	<u>163.97</u>	<u>300.00</u>	<u>275.00</u>
Trustee Expenses			
Debt Service			
Interest Payment	18,561.89	35,000.00	35,000.00
Principal Payment	30,805.69	82,000.00	70,775.00
Total Debt Service	<u>49,367.58</u>	<u>117,000.00</u>	<u>105,775.00</u>
Operating Fund			
Administration	0.00	4,120.00	4,000.00
Insurance	0.00	0.00	0.00
Legal	0.00	600.00	600.00
Trustee	0.00	400.00	400.00
Total Operating Fund	<u>0.00</u>	<u>5,120.00</u>	<u>5,000.00</u>
Total Trustee Expenses	<u>49,367.58</u>	<u>122,120.00</u>	<u>110,775.00</u>
Total Expense	<u>49,531.55</u>	<u>122,420.00</u>	<u>111,050.00</u>
Net Ordinary Income	<u>31,374.64</u>	<u>6,830.00</u>	<u>0.00</u>
Other Income/Expense			
Other Income			
Transfer In			
To Debt Serv From Sales Tax		48,000.00	0.00
To Operating From Debt Service		5,120.00	4,000.00
Total Transfer In		<u>53,120.00</u>	<u>4,000.00</u>
Total Other Income		<u>53,120.00</u>	<u>4,000.00</u>
Other Expense			
Transfer Out			
From Debt Service to Operating		5,120.00	4,000.00
From Sales Tax to Debt Service		48,000.00	0.00
Total Transfer Out		<u>53,120.00</u>	<u>4,000.00</u>
Total Other Expense		<u>53,120.00</u>	<u>4,000.00</u>
Net Other Income		<u>0.00</u>	<u>0.00</u>
Net Income		<u><u>6,830.00</u></u>	<u><u>0.00</u></u>

Beginning Balance	\$	50,541.34
Ending Balance	\$	57,371.34

Debt Outstanding	1/1/2025	Issued	Retired	12/31/2025
Series 2007 Revenue Note	\$ 530,339.64	\$ -	\$ (82,000.00)	\$ 448,339.64

**Elm & 370 Community Improvement District
Budget to Actual
Year Ending December 31, 2024**

	Actual 2024	Amended Budget	Original Budget	
Ordinary Income/Expense				
Income				
CID Income				
Sales Tax Revenue	63,103.50	110,000.00	86,000.00	
Use Tax Revenue	45,442.04			
Interest	0.00			
Total CID Income	<u>108,545.54</u>	<u>110,000.00</u>	<u>86,000.00</u>	
Trustee Income				
Debt Service				
Interest	1,243.15	1,500.00	500.00	
Total Debt Service	<u>1,243.15</u>	<u>1,500.00</u>	<u>500.00</u>	
Operating Fund				
Interest	50.32	50.00	50.00	
Total Operating Fund	<u>50.32</u>	<u>50.00</u>	<u>50.00</u>	
Total Trustee Income	<u>1,293.47</u>	<u>1,550.00</u>	<u>550.00</u>	
Total Income	<u>109,839.01</u>	<u>111,550.00</u>	<u>86,550.00</u>	
Expense				
CID Expenses				
Bank Fees	298.65	275.00	275.00	
Total CID Expenses	<u>298.65</u>	<u>275.00</u>	<u>275.00</u>	
Trustee Expenses				
Debt Service				
Interest Payment	20,307.63	20,307.63	81,000.00	
Principal Payment	81,076.86	85,967.37	81,000.00	
Total Debt Service	<u>101,384.49</u>	<u>106,275.00</u>	<u>162,000.00</u>	
Operating Fund				
Administration	4,000.00	4,000.00	4,000.00	
Insurance	0.00	0.00	0.00	
Legal	0.00	600.00	600.00	
Trustee	0.00	400.00	400.00	
Total Operating Fund	<u>4,000.00</u>	<u>5,000.00</u>	<u>5,000.00</u>	
Total Trustee Expenses	<u>105,384.49</u>	<u>111,275.00</u>	<u>167,000.00</u>	
Total Expense	<u>105,683.14</u>	<u>111,550.00</u>	<u>167,275.00</u>	
Net Ordinary Income	4,155.87	0.00	-80,725.00	
Other Income/Expense				
Other Income				
Transfer In				
To Debt Serv From Sales Tax	108,249.00	0.00	86,000.00	
To Operating From Debt Service	4,000.00	4,000.00	4,000.00	
Total Transfer In	<u>112,249.00</u>	<u>4,000.00</u>	<u>90,000.00</u>	
Total Other Income	<u>112,249.00</u>	<u>4,000.00</u>	<u>90,000.00</u>	
Other Expense				
Transfer Out				
From Debt Service to Operating	4,000.00	4,000.00	4,000.00	
From Sales Tax to Debt Service	108,249.00	0.00	86,000.00	
Total Transfer Out	<u>112,249.00</u>	<u>4,000.00</u>	<u>90,000.00</u>	
Total Other Expense	<u>112,249.00</u>	<u>4,000.00</u>	<u>90,000.00</u>	
Net Other Income	0.00	0.00	0.00	
Net Income	<u>4,155.87</u>	<u>0.00</u>	<u>-80,725.00</u>	
Beginning Balance	\$ 46,385.47			
Ending Balance	\$ 50,541.34			
Debt Outstanding	1/1/2024	Issued	Retired	12/31/2024
Series 2007 Revenue Note	\$ 611,416.50	\$ -	\$ (81,076.86)	\$ 530,339.64

RCA FORM (OFFICE USE ONLY)

Bill # N/A

MEETING/DATE: 5/19/2026
Regular Special Comm. of Whole
ATTACHMENT: YES NO
Report Resolution Ordinance

Request for Council Action

Ward(s): 8 Sponsor(s): N/A

Description:

Receipt of the Annual Report Year Ending December 31, 2025 as Submitted by the Board of Directors of the Charlestowne Crossing Villas Community Improvement District

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

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

Summary:

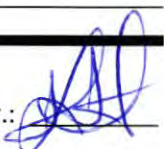
In accordance with RSMo 67.1471 of the CID Act, the attached Annual Report Year Ending December 31, 2025 for the Charlestowne Crossing Villas Community Improvement District is submitted to the City Council for receipt.

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

Fiscal Impact: _____ N/A _____

Account #: _____

Project #: _____

RCA Prepared by _____ On Behalf of _____
City Clerk Staff: KSH Council Member(s): N/A Dept. Dir.: 

Charlestowne Crossing Villas Community Improvement District

Annual Report for
Year Ending December 31, 2025

St. Charles, Missouri

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Signatures on documents attached have been redacted for security purposes.

1. Overview

This Annual Report is submitted to City of St. Charles, Missouri (the “City”) and the Missouri Department of Economic Development (MoDED) in accordance with provisions within the Community Improvement District Act (the “CID Act”), Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended.

2. District Description

The Charlestowne Crossing Villas Community Improvement District (the “District”), is an approximately 17.80-acre site located at the corner of Boschertown Road and Charlestowne Crossing Drive in the City of St. Charles County, Missouri and includes residential components.

Reporting Period:	January 1, 2025 through December 31, 2025	
Date District Established:	December 7, 2021	
Enacting Ordinance:	City of St. Charles Ordinance No. 21-198	
CID Special Assessment:	Reso. 22-006 established Special Assessment on CID boundary – see detail below.	
Date Annual Budget Adopted:	March 12, 2025	
Date Proposed Budget Submitted to Municipality:	September 30, 2025	
Date Annual Report Submitted to Municipal Clerk:	April 29, 2025	
Municipality:	City of St. Charles 200 North 2 nd Street St. Charles, MO 63301	
County:	St. Charles County	
District Administrator:	Development Dynamics, LLC 2897 Highway K, Suite 210 O’Fallon, MO 63368	
District Legal Counsel:	Amundsen Davis 120 S. Central Ave., Suite 700 St. Louis, MO 63105	
Governing Board of Directors:	Chair	Jason Hughes
	Secretary/Treasurer	Courtney Hughes
	Asst. Secretary/Treasurer	Bev Creason
	Director	Jack Hanff
	Director	Shawn Luesse

3. District Purpose

The improvements comprising the District Project will include, without limitation, construction, demolition, removal and replacement, clean-up and enhancement, installation, reconstruction, repair and maintenance of all improvements permitted by the CID Act, initially involving, but not restricted to demolition, earth work, erosion control, paving, drainage systems and retention, walls, parking lots, pedestrian walkways, piers, trash receptacles, planters, islands, landscaping, fences, barriers, retaining walls, drives, sidewalks, patios, signage and other fixtures, and associated or other traffic or parking improvements, crosswalks, water mains and appurtenances, sanitary sewer mains, manholes, and appurtenances, storm sewer lines, area inlets, outfall structures, and other utilities, lighting and landscaping, and pavement and sidewalk extensions and connections onto adjacent streets and/or public rights-of-way.

The costs of the improvements comprising the District Project shall include all "hard" and "soft" costs associated with construction of these improvements, including, without limitation, third party consents; environmental engineering and abatement; surveying, title services, legal, architectural, engineers' and other professional fees; construction cost financing, placement fees and interest; builder's risk insurance, design, engineering, development, project management, architect and contractor fees; other professional costs, including legal and accounting; pennits and inspections fees; and temporary construction licenses and business interruption payments necessary to facilitate the timing and extent of construction activities.

4. District Legal Description

District Legal Description

VILLAS AT CHARLESTOWNE

A TRACT OF LAND BEING PART OF LOT A OF CHARLESTOWNE CROSSING PLAT ONE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 48, PAGE 205 OF THE ST. CHARLES COUNTY, MISSOURI RECORDER'S OFFICE, SITUATED IN U.S. SURVEYS 221 THRU 226 OF THE ST. CHARLES COMMON FIELD, TOWNSHIP 47 NORTH, RANGE 5 East, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWEST RIGHT OF WAY OF BOSCHERTOWN (VARIABLE WIDTH) ROAD WITH THE NORTHEAST LINE OF CHARLESTOWNE CROSSING PLAT TWO, AS RECORDED IN PLAT BOOK 48, PAGES 253 AND 254 OF SAID RECORDER'S OFFICE, BEING THE SOUTHWEST LINE OF LOT A OF THE AFOREMENTIONED CHARLESTOWNE CROSSING PLAT ONE;

THENCE ALONG SAID SOUTHWEST LINE, NORTH 47 DEGREES 26 MINUTES 33 SECONDS WEST, A DISTANCE OF 926.50 FEET TO THE EAST LINE OF CHARLESTOWNE CROSSING PLAT FIVE, AS RECORDED IN PLAT BOOK 498, PAGES 168 THROUGH 171 OF SAID RECORDER'S OFFICE;

THENCE ALONG SAID EAST LINE, THE FOLLOWING COURSES AND NORTH 34 DEGREES 09 MINUTES 48 SECONDS EAST, A DISTANCE OF 487.98 FEET AND NORTH 54 DEGREES 23 MINUTES 10 SECONDS WEST, A DISTANCE OF 108.02 FEET TO THE SOUTHEAST RIGHT OF WAY OF ISLAND HARBOR (60 FOOT WIDE PRIVATE) DRIVE;

THENCE ALONG SAID RIGHT OF WAY OF ISLAND HARBOR DRIVE, THE FOLLOWING COURSES AND DISTANCES: ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 200.00 FEET, WITH A CENTRAL ANGLE OF 31 DEGREES 47 MINUTES 01 SECONDS, WHICH CHORD BEARS NORTH 51 DEGREES 30 MINUTES 27 SECONDS EAST, A CHORD DISTANCE OF 109.53 FEET, THROUGH AN ARC DISTANCE OF 110.95 FEET; ALONG A COMPOUND CURVE TO THE RIGHT, HAVING A RADIUS OF 535.00 FEET, WITH A CENTRAL ANGLE OF 39 DEGREES 05 MINUTES 57 SECONDS, WHICH CHORD BEARS NORTH 86 DEGREES 56 MINUTES 56 SECONDS EAST, A CHORD DISTANCE OF 358.05 FEET, THROUGH AN ARC DISTANCE OF 365.09 FEET; ALONG A COMPOUND CURVE TO THE RIGHT, HAVING A RADIUS OF 1,578.15 FEET, WITH A CENTRAL ANGLE OF 12 DEGREES 51 MINUTES 06 SECONDS, WHICH CHORD BEARS SOUTH 67 DEGREES 04 MINUTES 23 SECONDS EAST, A CHORD DISTANCE OF 353.24 FEET, THROUGH AN ARC DISTANCE OF 353.99 FEET; AND SOUTH 60 DEGREES 38 MINUTES 50 SECONDS EAST, A DISTANCE OF 171.93 FEET;

THENCE DEPARTING SAID ISLAND HARBOR DRIVE, ALONG THE SOUTHEAST LINE OF THE HEREINAFTER DESCRIBED TRACT OF LAND, SOUTH 52 DEGREES 12 MINUTES 29 SECONDS WEST, A DISTANCE OF 419.07 FEET TO THE NORTHEAST LINE OF THE HEREINAFTER DESCRIBED TRACT OF LAND;

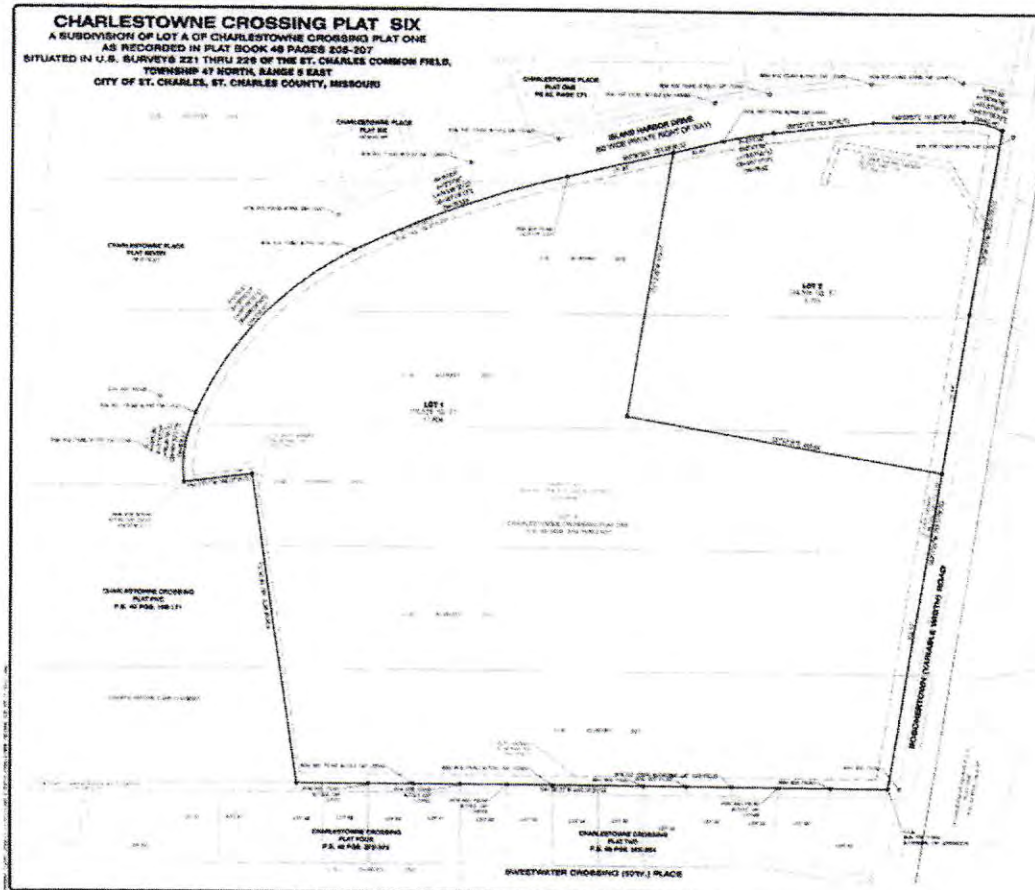
THENCE ALONG SAID NORTHEAST LINE, SOUTH 37 DEGREES 47 MINUTES 31 SECONDS EAST, A DISTANCE OF 498.66 FEET TO THE NORTHWEST RIGHT OF WAY LINE OF THE AFOREMENTIONED BOSCHERTOWN ROAD;

THENCE ALONG SAID NORTHWEST RIGHT OF WAY LINE, SOUTH 52 DEGREES 11 MINUTES 24 SECONDS WEST, A DISTANCE OF 502.03 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 17.804 ACRES IS BASED UPON AN ACTUAL BOUNDARY SURVEY EXECUTED BY COLE AND ASSOCIATES, INC. DURING THE MONTH OF MARCH, 2021 AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS OF RECORD, IF ANY.

5. District Boundary Map

Map of District Boundary



6. District Financials

The District financials are included within the attachments of this report. The financials provide a summary of District revenues, expenditures, outstanding debt, and fund balances.

Attachments:

- Financial Statement for the year ending December 31, 2025
- Resolutions adopted during the year ending December 31, 2025:
 - **Resolution 25-001**, Approving Special Assessment for 2025
 - **Resolution 25-002**, Amending 2025 Budget and Approving 2026 Budget

Charlestowne Crossing Villas Community Improvement District
Annual Report of Financial Transactions
For the Fiscal Year January 1, 2025 to December 31, 2025

A. Beginning Balance		\$	61,778.17
B. Summary of Receipts			
CID Special Assessment	\$	85,924.79	
Interest	\$	135.73	
Total Receipts	\$	86,060.52	
C. Summary of Disbursements			
Administration Fees	\$	(7,673.74)	
Project Cost Reimbursement	\$	(114,000.00)	
Bank Fees	\$	(110.00)	
Total Disbursements	\$	(121,783.74)	
D. Ending Balance			\$ 26,054.95
E. Summary of Ending Balance by Depository			
Enterprise Account			\$ 26,054.95

F. Statement of Indebtedness

	Outstanding on 01/01/2025	Issued During FY 2025	Retired During FY 2025	Outstanding on 12/31/2025
Certificate No. 1 (Resolution 24-001)	\$ 1,465,000.00	\$ -	\$ (114,000.00)	\$ 1,351,000.00

G. Statement of Assessed Valuation and Tax Rates

The Charlestowne Crossing Villas Community Improvement District imposes a CID Special Assessment of \$1,400 per lot within the District. GASB Rule 77 Disclosure: The District has not entered into any property tax abatement agreements during the fiscal year.

Lot #	Assessor Number	Annual Assessment
1	T230500088	\$ 1,400.00
2	T230500089	\$ 1,400.00
3	T230500090	\$ 1,400.00
4	T230500091	\$ 1,400.00
5	T230500092	\$ 1,400.00
6	T230500093	\$ 1,400.00
7	T230500094	\$ 1,400.00
8	T230500095	\$ 1,400.00
9	T230500096	\$ 1,400.00
10	T230500097	\$ 1,400.00
11	T230500098	\$ 1,400.00
12	T230500099	\$ 1,400.00
13	T230500100	\$ 1,400.00
14	T230500101	\$ 1,400.00
15	T230500102	\$ 1,400.00
16	T230500103	\$ 1,400.00
17	T230500104	\$ 1,400.00
18	T230500105	\$ 1,400.00
19	T230500106	\$ 1,400.00
20	T230500107	\$ 1,400.00
21	T230500108	\$ 1,400.00
22	T230500109	\$ 1,400.00
23	T230500110	\$ 1,400.00
24	T230500111	\$ 1,400.00

RESOLUTION NO. 25-001

**A RESOLUTION OF CHARLESTOWNE CROSSING VILLAS
COMMUNITY IMPROVEMENT DISTRICT APPROVING THE
SPECIAL ASSESSMENT ROLL FOR 2025 FOR THE SPECIAL
ASSESSMENT AUTHORIZED BY RESOLUTION NO. 22-006;
AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION
THEREWITH**

WHEREAS, pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "CID Act"), the Charlestowne Crossing Villas Community Improvement District (the "District") was formed by Ordinance No. 21-198 of the City of St. Charles, Missouri (the "City") adopted on December 7, 2021 (the "Ordinance"), for the purpose of undertaking certain improvements within the boundaries of the District (the "CID Project"); and

WHEREAS, pursuant to the Ordinance and Section 67.1521 of the CID Act, the Board of Directors of the District adopted Resolution No. 22-006 (the "Special Assessment Resolution"), imposing a special assessment against real property within the CID and providing a procedure for the levy and collection of the Special Assessment, which, and (b) per capita of all real property within the District (the "*Petitioners*"); and

WHEREAS, the Petitioners filed a Petition for the Imposition of a Special Assessment with the District (the "*Assessment Petition*"), attached hereto and incorporated herein as **Exhibit A**, requesting that the special assessment described therein be levied against the real property within the boundaries of the District (the "*CID Special Assessment*"); and

WHEREAS, the District has reviewed the Assessment Petition and determined that it is in the best interest of the District to levy the CID Special Assessment against the real property benefited within the boundaries of the District pursuant to the terms of the Assessment Petition and the Development Agreement for the purpose of providing, among other things, the construction and installation of the following public improvements: lawns, trees, and other landscape, sidewalks, streets, traffic signs and signals, utilities, drainage, water, storm and sewer systems, and other site improvements, streetscape, and lighting within the proposed District, and undertaking the construction of any other useful, necessary, or desired improvements within the District;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF CHARLESTOWNE CROSSING VILLAS COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:

Section 1. Levy of the CID Special Assessment. The Board of Directors of the District hereby levies the CID Special Assessment against the real property within the boundaries of the CID pursuant to Section 67.1521 of the CID Act and to the terms of the Assessment Petition set forth as **Exhibit A**, attached hereto and incorporated herein by reference, which CID Special Assessment shall terminate no later than thirty years after creation, December 7, 2048.

Section 2. Initial CID Special Assessment. The District shall levy an initial CID Special Assessment in the amount of \$1,400 on each residential tax parcel within the District after the initial issuance of an occupancy permit after completion of a dwelling unit (or equivalent documentation indicating a dwelling unit is ready for occupancy) for such residential tax parcel (the "*Residential Class*") as more particularly described in Section 5 below.

Section 3. Annual Rate of CID Special Assessment. The District shall levy a CID Special Assessment annually thereafter on all Residential Class lots, in the amount of \$1,400.

Section 4. CID Special Assessment Roll. The District shall maintain a CID Special Assessment Roll, listing all Residential class lots, in a form substantially similar to the attached Exhibit B, attached hereto and made a part hereof for all purposes. The CID Special Assessment shall be levied annually on all Residential Class lots listed on the CID Special Assessment Roll.

Section 5. Annual Calculation and Payment of CID Special Assessment. During each calendar year that the CID Special Assessment is in effect, any residential tax parcel having been issued an initial occupancy permit prior to July 31 of such calendar year shall be assessed the annual rate of CID Special Assessment as given in Section 2 of this Resolution and added to the CID Special Assessment Roll. The annual CID Special Assessment Roll of Residential Class lots shall be provided by the District to the St. Charles County Collector of Revenue on or before September 1 of each year. Payments of Annual CID Special Assessments shall be due and payable on or before December 31 of each year.

Section 6. Further Authority. All actions heretofore taken by the authorized representatives, agents and employees of the District in connection with the transaction contemplated by this Resolution are hereby ratified and confirmed, and the District shall, and the representatives, agents and employees of the District are hereby authorized and directed to, take such further action, and execute and deliver such other documents and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the District with respect to the Resolution.

Section 7. Severability. The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void 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 8. Governing Law. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 9. Effective Date. This Resolution shall take effect and be in full force upon its passage by the District's Board of Directors.

(The remainder of this page is intentionally left blank.)

Passed this 12th day of March, 2025.

I, the undersigned, Chair of Charlestowne Crossing Villas Community Improvement District, hereby certify that the foregoing Resolutions were duly adopted by the Board of Directors of the District at a meeting held, after proper notice, on March 12, 2025.



**CHARLESTOWNE CROSSING VILLAS
COMMUNITY IMPROVEMENT DISTRICT**



WITNESS my hand and official seal this 12th day of March, 2025.

ATTEST:



EXHIBIT B
ASSESSMENT ROLL

CHARLESTOWNE MEADOWS

Homeowner Closings - BID

Address	Lot #	Annual Assessment	PIN	Assessor Number	Lot Status	SO Closed Date	Re-sold Date	Buyer1	Buyer2	Class	Annual Assessment
300 Crestfield Court	1	\$1,400.00	5-1168-D247-00-0001.00000000	12.30500086	Closed	8/9/2023	8/21/2023 to CLOBUAWA ONDIAYO JOSHUA & OLONTILA OLUWAKEMISOLA	Rudges Gidman	OLUWAKEMISOLA ESTHER	All	\$1,400
335 Crestfield Court	3	\$1,400.00	5-1168-D247-00-0002.00000000	72.30500089	Closed	1/17/2024		Marcos Maimo		Ten Highlight-to be sent to County/Highest for 2023 tax bills	
338 Crestfield Court	4	\$1,400.00	5-1168-D247-00-0003.00000000	72.30500090	Closed	9/5/2023		Erica Taylor	Tangha Taylor	Best Offer Highlight to be sent to County/Highest for 2024 tax bills	
342 Crestfield Court	3	\$1,400.00	5-1168-D247-00-0004.00000000	72.30500091	Closed	1/24/2024		Spencer Gross			
344 Crestfield Court	5	\$1,400.00	5-1168-D247-00-0005.00000000	12.30500092	Closed	5/17/2024		Nurizwan Akheri	Shahad Barham		
320 Crestfield Court	6	\$1,400.00	5-1168-D247-00-0006.00000000	12.30500093	Closed	6/17/2024		Ravindra Kalunke	Anurudha Kalunke		
316 Crestfield Court	7	\$1,400.00	5-1168-D247-00-0007.00000000	12.30500094	Closed	3/22/2024		Blake Duran	Sandhya Gudeali		
313 Crestfield Court	8	\$1,400.00	5-1168-D247-00-0008.00000000	12.30500095	Closed	9/29/2023		Yashwanth Mandrichala	Udaya Bhatta		
308 Crestfield Court	9	\$1,400.00	5-1168-D247-00-0009.00000000	72.30500086	Closed	11/12/2023		Mark Bland			
304 Crestfield Court	10	\$1,400.00	5-1168-D247-00-0010.00000000	72.30500097	Closed	8/7/2023		Alia Williams			
300 Crestfield Court	11	\$1,400.00	5-1168-D247-00-0011.00000000	72.30500096	Closed	5/30/2023		Marc E. Williams	Pamela M. Williams		
296 Crestfield Court	12	\$1,400.00	5-1168-D247-00-0012.00000000	72.30500099	Closed	9/27/2023		Bhinita Afrife	51 Greshamella Merla		
292 Crestfield Court	13	\$1,400.00	5-1168-D247-00-0013.00000000	72.30500100	Closed	2/23/2024		Zachary Haake	Madison Haake		
288 Crestfield Court	14	\$1,400.00	5-1168-D247-00-0014.00000000	72.30500101	Closed	1/25/2024		Alaph Kotagiri	Meghana Danetra		
284 Crestfield Court	15	\$1,400.00	5-1168-D247-00-0015.00000000	72.30500102	Closed	9/18/2023		Lisa Richardson	Amos Leticia		
280 Crestfield Court	16	\$1,400.00	5-1168-D247-00-0016.00000000	12.30500101	Closed	10/3/2023		Carl Susane	Martina M. Susane		
276 Crestfield Court	17	\$1,400.00	5-1168-D247-00-0017.00000000	12.30500104	Closed	8/31/2023		Gokul Praveeshaham	Rajanyya Gnanavelu		
272 Crestfield Court	18	\$1,400.00	5-1168-D247-00-0018.00000000	72.30500105	Closed	10/13/2023		Soni Rajal	Ajitha Bhatta		
268 Crestfield Court	19	\$1,400.00	5-1168-D247-00-0019.00000000	72.30500106	Closed	7/31/2023		Paul Henson			
264 Crestfield Court	20	\$1,400.00	5-1168-D247-00-0020.00000000	72.30500107	Closed	11/20/2023		Chandrasekhar Rajavipuli	Jamini Pragasanthi Srinayini		
260 Crestfield Court	21	\$1,400.00	5-1168-D247-00-0021.00000000	72.30500108	Closed	9/8/2023		Maya P. Alonzo			
256 Crestfield Court	22	\$1,400.00	5-1168-D247-00-0022.00000000	12.30500109	Closed	7/12/2023		Adaele Okobi			
252 Crestfield Court	23	\$1,400.00	5-1168-D247-00-0023.00000000	12.30500110	Closed	3/19/2023		Victoria A. Hum	Stephanie Proeher		
248 Crestfield Court	24	\$1,400.00	5-1168-D247-00-0024.00000000	12.30500111	Closed	5/10/2023		Hardi D. Shah	Dhruv M. Shah		
244 Crestfield Court	25	\$1,400.00	5-1168-D247-00-0025.00000000	72.30500112	Closed	12/27/2022		Chloe Elliott			
240 Crestfield Court	26	\$1,400.00	5-1168-D247-00-0026.00000000	72.30500113	Closed	3/14/2023		Eric Sohn	Shannon Sohn		
236 Crestfield Court	27	\$1,400.00	5-1168-D247-00-0027.00000000	72.30500114	Closed	3/28/2023		Calhene Mulcahy	Robert Mulcahy		
232 Crestfield Court	28	\$1,400.00	5-1168-D247-00-0028.00000000	12.30500115	Closed	6/23/2023		Stanton Murray			
228 Crestfield Court	29	\$1,400.00	5-1168-D247-00-0029.00000000	72.30500116	Closed	6/9/2023		Davin Brown	Whitney Brown		
224 Crestfield Court	30	\$1,400.00	5-1168-D247-00-0030.00000000	12.30500117	Closed	12/23/2022		Romaneta Merritt			
220 Crestfield Court	31	\$1,400.00	5-1168-D247-00-0031.00000000	12.30500118	Closed	5/31/2023		Anthony Albers	Dawn Beach		
216 Crestfield Court	32	\$1,400.00	5-1168-D247-00-0032.00000000	12.30500119	Closed	7/20/2023		Hunter Roth	Caroline Roth		
212 Crestfield Court	33	\$1,400.00	5-1168-D247-00-0033.00000000	72.30500120	Closed	4/18/2023		Maya Dawkowi			
208 Crestfield Court	34	\$1,400.00	5-1168-D247-00-0034.00000000	72.30500121	Closed	1/22/2023		Steven Smith			
204 Crestfield Court	35	\$1,400.00	5-1168-D247-00-0035.00000000	72.30500122	Closed	7/13/2023		Oscar Uko	Angelica Uko		
200 Crestfield Court	36	\$1,400.00	5-1168-D247-00-0036.00000000	72.30500123	Closed	7/21/2023		Mitchell Frye	Erin Frye		
196 Crestfield Court	37	\$1,400.00	5-1168-D247-00-0037.00000000	72.30500124	Closed	1/26/2023		Germaine Stewart			
192 Crestfield Court	38	\$1,400.00	5-1168-D247-00-0038.00000000	72.30500125	Closed	4/3/2023		Fannie McCoy	Romika McCoy		
188 Crestfield Court	39	\$1,400.00	5-1168-D247-00-0039.00000000	72.30500126	Closed	1/31/2023		Curis Parrish	Karen Parrish		

182	Crestfield Court	40	\$1,400.00	5-1168-D247-00-0040-00000000	1230500127	Closed	1/31/2023	Food Guest	Hora Lee Benson-Smooths
178	Crestfield Court	41	\$1,400.00	5-1168-D247-00-0041-00000000	7230500128	Closed	6/30/2023	Joe Lintzenich	
174	Crestfield Court	42	\$1,400.00	5-1168-D247-00-0042-00000000	7230500129	Closed	5/19/2023	Neira Moore	
175	Crestfield Court	43	\$1,400.00	5-1168-D247-00-0043-00000000	7230500130	Closed	9/29/2023	Toni P Vaughn	
179	Crestfield Court	44	\$1,400.00	5-1168-D247-00-0044-00000000	7230500131	Closed	4/24/2024	Taylor Stevens	Zeth Thompson
191	Crestfield Court	45	\$1,400.00	5-1168-D247-00-0045-00000000	7230500132	Closed	10/30/2023	Triffany DeBoise	Denice DeBoise
195	Crestfield Court	46	\$1,400.00	5-1168-D247-00-0046-00000000	7230500133	Closed	7/31/2023	Joardo Jin	Yeonmi Cheong
330	Crestfield Court	47	\$1,400.00	5-1168-D247-00-0047-00000000	7230500134	Closed	10/25/2023	Sai Sulthira Banupada	Sudha Vunyasala
203	Crestfield Court	48	\$1,400.00	5-1168-D247-00-0048-00000000	7230500135	Closed	11/30/2023	Nicholas Platt	
207	Crestfield Court	49	\$1,400.00	5-1168-D247-00-0049-00000000	7230500136	Closed	7/22/2024	Zoraida Spinola	
211	Crestfield Court	50	\$1,400.00	5-1168-D247-00-0050-00000000	7230500137	Closed	7/21/2023	Henry Szarka	
237	Crestfield Court	51	\$1,400.00	5-1168-D247-00-0051-00000000	7230500138	Closed	8/29/2023	Samantha Adhiff	
235	Crestfield Court	52	\$1,400.00	5-1168-D247-00-0052-00000000	7230500139	Closed	3/17/2023	Michelle Pardo	
239	Crestfield Court	53	\$1,400.00	5-1168-D247-00-0053-00000000	7230500140	Closed	6/20/2023	Spencer Marsden	
243	Crestfield Court	54	\$1,400.00	5-1168-D247-00-0054-00000000	7230500141	Closed	2/27/2023	Rithvik Kanth Kantam	
247	Crestfield Court	55	\$1,400.00	5-1168-D247-00-0055-00000000	7230500142	Closed	4/14/2023	Michael Harkin	Maria Mays
251	Crestfield Court	56	\$1,400.00	5-1168-D247-00-0056-00000000	7230500143	Closed	6/20/2024	Manisha Manoj-Burke	Jessica Manoj-Burke
279	Crestfield Court	57	\$1,400.00	5-1168-D247-00-0057-00000000	7230500144	Closed	7/18/2023	Rohan Ahlora	
283	Crestfield Court	58	\$1,400.00	5-1168-D247-00-0058-00000000	7230500145	Closed	10/31/2023	Kajal Lin	Dushaw Lin
287	Crestfield Court	59	\$1,400.00	5-1168-D247-00-0059-00000000	7230500146	Closed	1/9/2024	Will Johnson	
291	Crestfield Court	60	\$1,400.00	5-1168-D247-00-0060-00000000	7230500147	Closed	10/20/2023	Anisha Babbar	
295	Crestfield Court	61	\$1,400.00	5-1168-D247-00-0061-00000000	7230500148	Closed	9/29/2023	Janet Frank	
299	Crestfield Court	62	\$1,400.00	5-1168-D247-00-0062-00000000	7230500149	Closed	11/22/2023	Alexa Mukary	Dorina J Ross
303	Crestfield Court	63	\$1,400.00	5-1168-D247-00-0063-00000000	7230500150	Closed	2/8/2024	Christophar Fitzwilliam	
307	Crestfield Court	64	\$1,400.00	5-1168-D247-00-0064-00000000	7230500151	Closed	6/12/2023	Sarah Schulte	Gregory Schulte
311	Crestfield Court	65	\$1,400.00	5-1168-D247-00-0065-00000000	7230500152	Closed	9/26/2023	Philana Pinta-Mckinnon	Thomas McKinnon
315	Crestfield Court	66	\$1,400.00	5-1168-D247-00-0066-00000000	7230500153	Closed	4/12/2024	Ashwathi Balraj	Graham Balraj
319	Crestfield Court	67	\$1,400.00	5-1168-D247-00-0067-00000000	7230500154	Closed	3/21/2024	Trevor Wilson	
323	Crestfield Court	68	\$1,400.00	5-1168-D247-00-0068-00000000	7230500155	Closed	8/30/2023	Shyla J Davis	
327	Crestfield Court	69	\$1,400.00	5-1168-D247-00-0069-00000000	7230500156	Closed	11/8/2023	Lisa Ramsey	
331	Crestfield Court	70	\$1,400.00	5-1168-D247-00-0070-00000000	7230500157	Closed	12/14/2023	Alexander Schumacher	Kassandra Kirk Schumacher
335	Crestfield Court	71	\$1,400.00	5-1168-D247-00-0071-00000000	7230500158	Closed	10/16/2023	Patrice Orsley	Lamar Orsley
339	Crestfield Court	72	\$1,400.00	5-1168-D247-00-0072-00000000	7230500159	Closed	1/19/2024	Brent Robinson	
343	Crestfield Court	73	\$1,400.00	5-1168-D247-00-0073-00000000	7230500160	Closed	3/11/2023	Zhaoli You	

RESOLUTION NO. 25-002

A RESOLUTION OF THE CHARLESTOWNE CROSSING VILLAS COMMUNITY IMPROVEMENT DISTRICT APPROVING A SECOND AMENDED BUDGET FOR THE FISCAL YEAR ENDING DECEMBER 31, 2024; APPROVING AN AMENDED PRELIMINARY BUDGET FOR THE FISCAL YEAR ENDING DECEMBER 31, 2025 WITH INSTRUCTIONS TO FORWARD SAME TO THE CITY OF ST. CHARLES, MISSOURI, THE MISSOURI DEPARTMENT OF REVENUE, AND THE OFFICE OF MISSOURI STATE AUDITOR IN COMPLIANCE WITH THE COMMUNITY IMPROVEMENT DISTRICT ACT; AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH

WHEREAS, on December 7, 2021 the City of St. Charles, Missouri (the “City”) approved Ordinance No. 21-198 (the “Ordinance”), which established the Charlestowne Crossing Villas Community Improvement District (the “District”) as a political subdivision of the State of Missouri pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the “CID Act”); and

WHEREAS, Section 67.010 of the Revised Statutes of Missouri, as amended, requires each political subdivision of the State of Missouri to prepare an annual budget prior to the beginning of the ensuing fiscal year; and

WHEREAS, Section 67.030 of the Revised Statutes of Missouri, as amended, allows each political subdivision to revise, alter, increase or decrease the items contained in the budget, provided that in no event shall the total authorized expenditures from any fund exceed the estimated revenues to be received plus any unencumbered balance or less any deficit estimated for the beginning of the budget year; and

WHEREAS, Section 67.1471 of the CID Act requires that the District submit its proposed annual budget to the City of St. Charles, Missouri.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF CHARLESTOWNE CROSSING VILLAS COMMUNITY IMPROVEMENT DISTRICT, AS FOLLOWS:

Section 1. First Amendment of the Annual Budget of the District for the Year Ending December 31, 2025. The annual budget of the District for the year ending December 31, 2025, is hereby approved as set forth on **Exhibit A**, attached hereto and incorporated herein by reference.

Section 2. Preliminary Budget of the District for the Year Ending December 31, 2026. A preliminary budget of the District for the year ending December 31, 2026, is hereby approved as set forth on **Exhibit A**, attached hereto and incorporated herein by reference. In the event no comments are received from the City requiring adjustments, the preliminary budget shall become the final budget. The Board of Directors authorizes the District Administrator to adjust the budget revenues and expenditures to actual revenues and expenditures. The ending budget should demonstrate revenues plus fund balance exceed expenditures for the fiscal year.

Section 3. District to Submit Preliminary Budget to City. The District shall submit a copy of the preliminary budget to the City for its review and comment in accordance with the CID Act. If the District does not receive written comments from the City’s on or before the date that is the later of 60 days prior to the first day of the year, or 30 days after submission of the proposed budget to the City, the proposed budget shall become the final budget.

Section 4. Executive Director of the District to Forward Proposed Budget to Missouri Department of Revenue and Missouri State Auditor. The District's Executive Director or his or her designee shall send a copy of the proposed budget of the District for the fiscal year ending December 31, 2024 to the Missouri Department of Revenue and the Office of the Missouri State Auditor in accordance with the CID Act.

Section 5. Further Authority. All actions heretofore taken by the authorized representatives, agents and employees of the District in connection with the transaction contemplated by this Resolution are hereby ratified and confirmed, and the District shall, and the representatives, agents and employees of the District are hereby authorized and directed to, take such further action, and execute and deliver such other documents and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 6. Severability. The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void 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 7. Governing Law. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 8. Effective Date. This Resolution shall take effect and be in full force upon its passage by the District.

Passed this 12th day of March, 2025.

I, the undersigned, Chair of the Charlestowne Crossing Villas Community Improvement District, hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the District at a meeting held, after proper notice, on March 12, 2025.



**CHARLESTOWNE CROSSING VILLAS
COMMUNITY IMPROVEMENT DISTRICT**



WITNESS my hand and official seal this 12th day of March, 2025.

ATTEST:



EXHIBIT A

**CHARLESTOWNE CROSSING VILLAS
COMMUNITY IMPROVEMENT DISTRICT**

**PRELIMINARY BUDGET
YEAR ENDING DECEMBER 31, 2026**

**FIRST AMENDED BUDGET
YEAR ENDING DECEMBER 31, 2025**

**BUDGET TO ACTUAL
YEAR ENDING - DECEMBER 31, 2024**

BOARD OF DIRECTORS

Jason Hughes, Chair

Courtney Hughes, Secretary/Treasurer

Bev Creason, Asst. Treasurer

Jack Hanff, Director

Shawn Luesse, Director

Laura Lashley, Assistant Secretary

Development Dynamics
District Administrator

BUDGET MESSAGE BY CHAIR JASON HUGHES

Pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "*CID Act*"), the Charlestowne Crossing Villas Community Improvement District (the "*District*") was formed by Ordinance No. 21-198 of the City of St. Charles, Missouri (the "*City*") passed on December 7, 2021, (the "*Ordinance*"). The District is a political subdivision of the State of Missouri.

The voters of the District approved the imposition of an annual special assessment (the "Special Assessment") for the purpose of paying the cost of the Project and the costs of formation and operation of the District; and

On February 11, 2022, the District approved Resolution No. 22-006, authorizing the imposition of a special assessment. On July 13, 2022, the special assessment was amended by Ordinance 22-086. The special assessment is now a flat rate of fourteen hundred dollars (\$1,400.00) per improved residential lot in the District. The CID Special Assessment has been levied and is currently being levied at a rate of \$1,400.00 per improved residential lot.

Pursuant to Section 67.1541.2 of the CID Act, the County Collector of St. Charles County, Missouri shall collect the CID Special Assessment in the same manner as other special assessments are collected and may deduct the reasonable and actual cost of such collection from the CID Special Assessment collected (not to exceed 1% of the amount collected).

During the fiscal year ending December 31, 2024, the District received \$66,412.93 of CID Special Assessment revenues and \$365.24 in interest. The District incurred expenditures of \$5,000 consisting of administrative fees. Certificate No. 1 was issued during the fiscal year in the amount of \$1,465,000.

During the fiscal year ending December 31, 2025, the District anticipates approximately interest of \$200 and 99,134 of CID Special Assessment revenues based on the assumption of 73 lots with a maximum special assessment of \$1,400 per lot (Ordinance No. 22-086). The District anticipates expenditures of approximately \$121,500 consisting of administrative fees and expenses of approximately \$7,500, bank fees of approximately \$150, \$1,000 in estimated legal fees, and developer reimbursement of \$114,000. The District anticipates the outstanding amount of Certificate No. 1 to be \$1,351,000 as of the fiscal year ending December 31, 2025.

During the fiscal year ending December 31, 2026, the District anticipates approximately interest of \$300 and \$99,134 of CID Special Assessment revenues. The District anticipates expenditures of approximately \$98,500 consisting of administrative fees and expenses of approximately \$7,500, bank fees of approximately \$150, approximately \$1000 in legal fees, and developer reimbursement of \$91,000. The District anticipates the outstanding amount of Certificate No. 1 to be \$1,260,000 as of the fiscal year ending December 31, 2026.

**CHARLESTOWNE CROSSING VILLAS
COMMUNITY IMPROVEMENT DISTRICT
Proposed Budget for Fiscal Year Ending
December 31, 2026**

	Proposed Budget
Income	
Interest	300
CID Special Assessment	99,134.00
Total Income	99,434.00
Expense	
Operational Expenses	
Administration	7,500.00
Banking Fees	150.00
Legal Fees	1,000.00
Total Operational Expenses	7,500.00
Developer Reimbursement	91,000.00
Total Expense	98,500.00
Net Income	934.00
Beginning Balance	\$ 9,328.17
Ending Balance	\$ 10,262.17

	Balance 1/1/2025	Issued in FYE 2025	Retired in FYE 2025	Balance 12/31/2025
Obligation Outstanding				
Certificate No. 1	\$ 1,351,000.00	\$ -	\$ (91,000.00)	\$ 1,260,000.00
Total	\$ 1,351,000.00	\$ -	\$ (91,000.00)	\$ 1,260,000.00

**CHARLESTOWNE CROSSING VILLAS
COMMUNITY IMPROVEMENT DISTRICT
First Amended Budget for Fiscal Year Ending
December 31, 2025**

Charlestowne Crossing Villas CID 2025 Amended Budget			
	Actual January- February 2025	Amended Budget	Proposed Budget
Income			
Interest	64.05	200.00	100.00
CID Special Assessment	62,997.41	99,134.00	99,134.00
Total Income	63,061.46	99,334.00	99,234.00
Expense			
Operational Expenses			
Administration	7,500.00	7,500.00	5,000.00
Banking Fees	0.00	150.00	150.00
Legal Fees	0.00	1,000.00	1,000.00
Total Operational Expenses	7,500.00	8,650.00	5,000.00
Developer Reimbursement	114,000.00	114,000.00	94,234.00
Total Expense	121,500.00	122,650.00	99,234.00
Net Income	-58,438.54	-23,316.00	0.00
Beginning Balance		\$ 61,778.17	
Ending Balance		\$ 38,462.17	

Obligation Outstanding	Balance 1/1/2025	Issued in FYE 2025	Retired in FYE 2025	Balance 12/31/2025
Certificate No.1	\$ 1,465,000.00	\$ -	\$ (114,000.00)	\$ 1,351,000.00
Total	\$ 1,465,000.00	\$ -	\$ (114,000.00)	\$ 1,351,000.00

**CHARLESTOWNE CROSSING VILLAS
COMMUNITY IMPROVEMENT DISTRICT
Budget to Actual for Fiscal Year Ending
December 31, 2024**

	Actual January 2024	Second Amended Budget	Amended Budget	Original FYE 2024 Budget
Income				
Interest	365.24	100	0	0
CID Special Assessment	66,412.93	99,134.00	99,134.00	125,000.00
Total Income	66,778.17	99,234.00	99,134.00	125,000.00
Expense				
Operational Expenses				
Administration	5,000.00	5,000.00	5,000.00	5,000.00
Banking Fees	0.00	150.00	150.00	150.00
Legal Fees	0.00	1,000.00	1,000.00	1,000.00
Total Operational Expenses	5,000.00	6,150.00	6,150.00	5,000.00
Developer Reimbursement	0.00	92,834.00	0.00	0.00
Total Expense	5,000.00	98,984.00	6,150.00	5,000.00
Net Income	61,778.17	250.00	92,984.00	120,000.00
Beginning Balance	\$ -			
Ending Balance	\$ 61,778.17			

Obligation Outstanding	Balance 1/1/2024	Issued in FYE 2024	Retired in FYE 2024	Balance 12/31/2024
Certificate No.1	\$ -	\$ 1,465,000	\$ -	\$ 1,465,000.00
Total	\$ -	\$ 1,465,000	\$ -	\$ 1,465,000.00

RCA FORM (OFFICE USE ONLY)

Bill # N/A

MEETING/DATE: 5/19/2026

Regular Special Comm. of Whole

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 6

Sponsor(s): N/A

Description:

Receipt of the Annual Report Year Ending December 31, 2025 as Submitted by the Board of Directors of the Bogey Hills Plaza Community Improvement District

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

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

Summary:

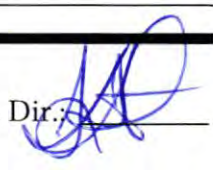
In accordance with RSMo 67.1471 of the CID Act, the attached Annual Report Year Ending December 31, 2025 for the Bogey Hills Plaza Community Improvement District is submitted to the City Council for receipt.

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

Fiscal Impact: N/A

Account #: _____

Project #: _____

RCA Prepared by KSH On Behalf of _____
City Clerk Staff: KSH Council Member(s): N/A Dept. Dir. 

**Bogey Hills Plaza
Community Improvement District**

Annual Report
Year Ending December 31, 2025

St. Charles, Missouri

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Signatures on any documents have been redacted for security purposes.

1. Annual Report Overview

This Annual Report is submitted to St. Charles, Missouri 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").

2. District Description

The Bogey Hills Plaza Community Improvement District (the "District") is comprised of an approximately 4.96 acre site located in the City of St. Charles (the "City"), St. Charles County, Missouri located near the intersection of Zumbuhl Road and Interstate 70.

Reporting Period:	January 1, 2025 through December 31, 2025	
Date District Established:	September 3, 2019	
Enacting Ordinance:	City of St. Charles Ordinance No. 19-173	
CID Sales Tax Effective Date:	January 1, 2020	
Date Annual Budget Adopted:	September 30, 2025	
Date Proposed Budget Submitted to Municipality:	September 30, 2025	
Date Annual Report Submitted to Municipal Clerk:	April 29, 2025	
Municipality:	City of St. Charles 200 N. Second Street St. Charles, MO 63301	
County:	St. Charles County	
District Administrator:	Development Dynamics, LLC 2897 Highway K, Suite 210 O'Fallon, MO 63368 Phone: 636/561-8602	
District Legal Counsel:		
Governing Board of Directors:	Chair	Patrick Cunningham
	Vice Chair/Secretary	Brent Beumer
	Treasurer	John Powderly
	Director	Drew Bextemueller
	Director	Sharon Wagner

3. Purpose

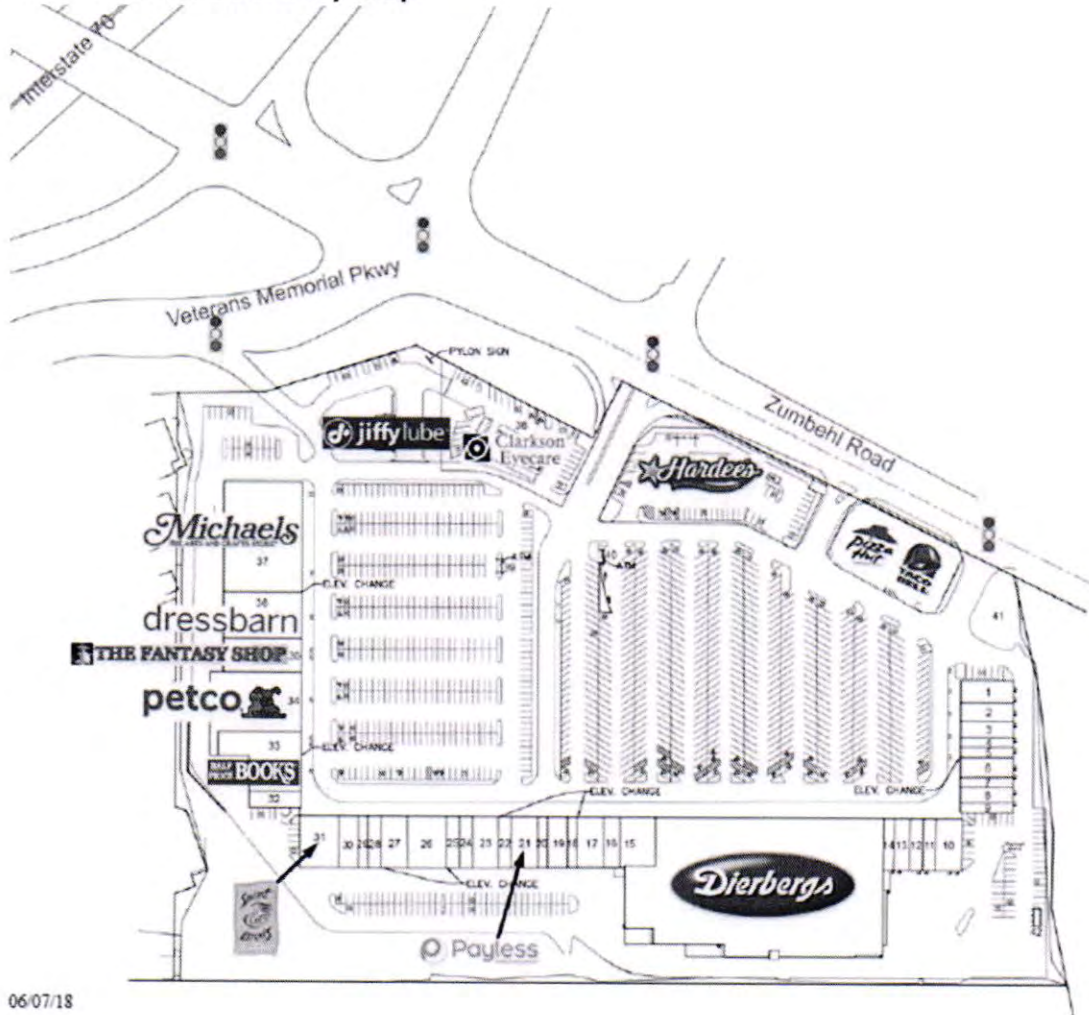
The District was formed in 2019 to address improvements (i.e., transportation, utility, and similar capital improvements within the District.

4. District Legal Description

A tract of land in part of Lot 9, Block 2 of Evans Survey of the Commons of St. Charles, in Township 47 North, Range 4 East, City of St. Charles, Missouri and being further described as follows:

Commencing at the Southeastern corner of Lot 9; thence along the Northeastern line of Lot 9, North 33 degrees 12 minutes 33 seconds West, 595.09 feet to a point being the most Northern corner of property conveyed to George H. Brinkman by Deed recorded in Book 213, page 63, in the St. Charles County Recorder's Office; thence along said Brinkman's Western line the following bearings and distances: South 34 degrees 58 minutes 21 seconds West, 229.02 feet, South 06 degrees 25 minutes 33 seconds West, 310.41 feet, South 25 degrees 57 minutes 32 seconds West, 132.00 feet and South 43 degrees 27 minutes 32 seconds West, 33.85 feet to the true point of beginning of the tract herein described; thence continuing South 43 degrees 27 minutes 32 seconds West, 186.53 feet; thence South 50 degrees 19 minutes 12 seconds West, 209.19 feet; thence South 57 degrees 02 minutes 31 seconds West, 115.81 feet; thence South 44 degrees 24 minutes 26 seconds West, 119.64 feet to a point on the Northeastern line of property conveyed to Bogey Hills Golf and Country Club by Deed recorded in Book 608, page 264 in the St. Charles County Recorder's Office; thence along the Northeastern line of said Bogey Hills property North 33 degrees 54 minutes 09 seconds West, 1367.59 feet to a point on the Southeastern line of Bogey Hills, Phase I Condominiums, a plat of which is recorded in the St. Charles County Recorder's Office, in Plat Book 17, page 35; thence leaving said Northeastern line and running North 56 degrees 16 minutes 16 seconds East, 134.20 feet; thence South 53 degrees 05 minutes 44 seconds East, 34.39 feet; thence North 36 degrees 54 minutes 16 seconds East, 17.00 feet; thence South 53 degrees 05 minutes 44 seconds East, 25.00 feet; thence North 36 degrees 54 minutes 16 seconds East, 95.00 feet; thence North 13 degrees 07 minutes 13 seconds West, 20.18 feet; thence 56 degrees 16 minutes 16 seconds East, 438.39 feet; thence South 54 degrees 58 minutes 46 seconds East, 3.62 feet; thence North 35 degrees 01 minutes 14 seconds East, 9.32 feet; thence North 56 degrees 16 minutes 16 seconds East, 65.50 feet; thence South 54 degrees 58 minutes 46 seconds East, 15.20 feet; thence North 35 degrees 01 minutes 14 seconds East, 39.08 feet; thence North 56 degrees 16 minutes 16 seconds East, 74.27 feet to a point on the Southern line of property conveyed to the Missouri State Highway Department; thence along the right-of-way of the Missouri State Highway Department the following bearings and distances; South 34 degrees 41 minutes 44 seconds East, 133.63 feet, South 50 degrees 55 minutes 44 seconds East, 241.47 feet, South 06 degrees 45 minutes 44 seconds East, 304.20 feet and North 83 degrees 15 minutes 16 seconds East, 97.08 feet to a point on the Southwestern right-of-way line of Zumbahl Road; thence South 07 degrees 51 minutes 02 seconds East on the Southwestern right-of-way line of Zumbahl Road, 669.17 feet to the true point of beginning.

5. District Boundary Map



06/07/18

6. District Financials

The District financials are included within the attachments of this report. The financials provide a summary of District revenues, expenditures, outstanding debt, and fund balances.

Attachments:

- Resolutions adopted during 2025 budget year:
 - **Resolution 25-001**, Amending 2025 Budget and Approving 2026 Budget
- Audited Financial Statement for the Year Ending December 31, 2024

RESOLUTION NO. 25-001

A RESOLUTION OF THE BOGEY HILLS PLAZA COMMUNITY IMPROVEMENT DISTRICT AMENDING THE BUDGET OF THE DISTRICT FOR THE YEAR ENDING DECEMBER 31, 2025 AND APPROVING A BUDGET OF THE DISTRICT FOR THE YEAR ENDING DECEMBER 31, 2026 WITH INSTRUCTIONS TO FORWARD SAME TO THE CITY OF ST. CHARLES, MISSOURI IN COMPLIANCE WITH PROVISIONS WITHIN THE COMMUNITY IMPROVEMENT DISTRICT ACT; AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH

WHEREAS, pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "CID Act"), the Bogey Hills Plaza Community Improvement District (the "CID") was formed by Ordinance No. 19-173 (the "Ordinance") of the City of Saint Charles, Missouri (the "City") on September 3, 2019; and

WHEREAS, the Ordinance provided that the CID be established in accordance with the CID Act for the purpose of undertaking various CID project improvements identified in the Ordinance (the "Project") and by providing revenues to repay eligible Project costs; and

WHEREAS, Section 67.010 of the Revised Statutes of Missouri, as amended, requires each political subdivision of the State of Missouri to prepare an annual budget prior to the beginning of the ensuing fiscal year; and

WHEREAS, Section 67.030 of the Revised Statutes of Missouri, as amended, allows each political subdivision to revise, alter, increase or decrease the items contained in the budget; provided, that in no event shall the total authorized expenditures from any fund exceed the estimated revenues to be received plus any unencumbered balance or less any deficit estimated for the beginning of the budget year.

WHEREAS, prior to the beginning of each fiscal year, the District shall submit to the City a proposed annual budget setting forth expected expenditures, revenues, for such fiscal year, as provided for in Section 67.1471 of the CID Act.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BOGEY HILLS PLAZA COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:

Section 1. Amending the Budget of the District for the Year Ending December 31, 2025. The budget of the District for the year ending December 31, 2025 is hereby amended as set forth on **Exhibit A**, attached hereto and incorporated herein by reference.

Section 2. Approval of the Budget of the District for the Year Ending December 31, 2026. The budget of the District for the year ending December 31, 2026 is hereby approved as set forth on **Exhibit A**, attached hereto and incorporated herein by reference. If the District does not receive written comments from the City 30 days after submission of the proposed budget, the proposed budget shall become the final budget.

Section 3. Transmittal of the Budget to the City of St. Charles. The District shall submit a copy of the proposed budget to the City of St. Charles.

Section 4. Further Authority. The District shall, and the officers and agents of the District are hereby authorized and directed to, take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 5. Severability. The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void 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 6. Governing Law. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 7. Effective Date. This Resolution shall take effect and be in full force upon its adoption by the Board of Directors.

Passed this 30th day of September, 2025.

I, the undersigned, Chair of the Bogey Hills Plaza Community Improvement District, hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the District at a meeting held, after proper notice, on September 30, 2025.



**BOGEY HILLS PLAZA
COMMUNITY IMPROVEMENT DISTRICT**



WITNESS my hand and official seal this 30th day of September, 2025.

ATTEST:



**BOGEY HILLS PLAZA
COMMUNITY IMPROVEMENT DISTRICT**

**PROPOSED BUDGET
YEAR ENDING - DECEMBER 31, 2026**

**AMENDED BUDGET
YEAR ENDING - DECEMBER 31, 2025**

**BUDGET TO ACTUAL
YEAR ENDING - DECEMBER 31, 2024**

BUDGET MESSAGE

Pursuant to the Missouri Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "CID Act"), the Bogey Hills Plaza Community Improvement District (the "District") was formed by Ordinance No. 19-173 of the City of St. Charles, Missouri (the "City") passed September 4, 2019 (the "Ordinance"). The Ordinance provided that the District be established to support the development of the Project by providing revenues for CID project improvements, as described in the five-year plan attached to the Petition, and by providing revenues to repay any obligations issued in relation to the Project.

On September 6, 2019, in accordance with the CID Act and the Petition, the Board of Directors of the District authorized the District to impose a one percent (1%) (the "CID Sales Tax") upon approval by the qualified voters of the District, on the receipts from the sale at retail of all tangible personal property or taxable services at retail within the District, if such property and services are subject to taxation by the State of Missouri pursuant to the provisions of Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, except such Sales Tax shall not apply to the sale or use of motor vehicles, trailers, boats or outboard motors nor to public utilities. The qualified voters of the District approved the CID Sales Tax at a mail-in election held on September 6, 2019, pursuant to Section 67.1545.1 of the CID Act.

For the year ending December 31, 2024, the District began the year with a fund balance of \$174,706. The District received CID Sales Tax revenues in the amount of \$649,348. The District incurred operational costs and loan principal and interest expenses of in the amount of \$649,533. The District's year end fund balance was \$174,521. The outstanding balance on the District's bank loan was \$3,368,238.26.

For the year ending December 31, 2025, the District anticipates began the year with a fund balance of \$174,521. The District anticipates receiving CID Sales Tax revenues totaling approximately \$650,000. The District anticipates incurring operational costs and loan principal and interest expenses of approximately \$650,894. The District's year end fund balance is anticipated to be approximately \$173,627. The outstanding balance on the CID loan is anticipated to be approximately \$2,827,247.

For the year ending December 31, 2026, the District anticipates beginning the year with a fund balance of approximately \$173,627. The District anticipates receiving CID Sales Tax revenues totaling approximately \$660,000. The District anticipates incurring operational costs and loan principal and interest expenses of approximately \$650,170. The District's year end fund balance is anticipated to be approximately \$183,457. The outstanding balance on the CID loan is anticipated to be approximately \$2,286,256. The Bogey Hills Plaza CID anticipates to refinance the First Bank loan during 2026. The current loan matures on March 31, 2026.

**Bogey Hills Plaza Community Improvement District
Proposed Budget
Year Ending December 31, 2026**

	Proposed Budget
Ordinary Income/Expense	
Income	
CID Sales Tax	660,000.00
Total Income	660,000.00
Expense	
Loan Expense	
Interest	90,000.00
Principal	540,991.00
Total Loan Expense	630,991.00
Operating Fund Expenses	
Administration Fee	7,000.00
Audit	3,520.00
Insurance	1,559.00
Legal	7,000.00
Total Operating Fund Expenses	19,079.00
Service Charge	100.00
Total Expense	650,170.00
Net Ordinary Income	9,830.00
Net Income	9,830.00

Beginning Balance	\$ 173,627.26
Ending Balance	\$ 183,457.26

Debt Outstanding	1/1/2026	Issued	Retired	12/31/2026
First Bank Loan	\$ 2,827,247.26	\$ -	\$ (540,991.00)	\$ 2,286,256.26
Total	\$ 2,827,247.26	\$ -	\$ (540,991.00)	\$ 2,286,256.26

Note: The Bogey Hills Plaza CID loan with First Bank matures on March 31, 2026 and will be due for restructure; that restructure will affect the budget and require a future amendment.

**Bogey Hills Plaza Community Improvement District
Amended Budget
Year Ending December 31, 2025**

	Actual Jan - Sept. 2025	Amended Budget	Budget
Ordinary Income/Expense			
Income			
CID Sales Tax	512,386.53	650,000.00	650,000.00
Total Income	<u>512,386.53</u>	<u>650,000.00</u>	<u>650,000.00</u>
Expense			
Loan Expense			
Interest	72,418.60	90,000.00	90,000.00
Principal	460,509.50	540,991.00	540,991.00
Total Loan Expense	<u>532,928.10</u>	<u>630,991.00</u>	<u>630,991.00</u>
Operating Fund Expenses			
Administration Fee	3,173.74	6,173.74	6,000.00
Audit	3,519.70	3,520.00	2,700.00
Insurance	545.00	1,559.00	1,559.00
Legal	603.75	8,550.00	8,650.00
Total Operating Fund Expenses	<u>7,842.19</u>	<u>19,902.74</u>	<u>18,909.00</u>
Service Charge	0.00	0.00	100.00
Total Expense	<u>540,770.29</u>	<u>650,893.74</u>	<u>650,000.00</u>
Net Ordinary Income	<u>-28,383.76</u>	<u>-893.74</u>	<u>0.00</u>
Net Income	<u>-28,383.76</u>	<u>-893.74</u>	<u>0.00</u>

Beginning Balance	\$ 174,521.00
Ending Balance	\$ 173,627.26

Debt Outstanding	1/1/2025	Issued	Retired	12/31/2025
First Bank Loan	\$ 3,368,238.26	\$ -	\$ (540,991.00)	\$ 2,827,247.26
Total	\$ 3,368,238.26	\$ -	\$ (540,991.00)	\$ 2,827,247.26

Bogey Hills Plaza Community Improvement District

Statement of Revenues Collected and Expenditures Paid -
General Fund - Budget and Actual - Cash Basis
For the Year Ended December 31, 2024

	<u>Budgeted Amount Original</u>	<u>Budgeted Amount Final</u>	<u>Actual</u>	<u>Variance - Favorable (Unfavorable)</u>
Revenues				
CID sales tax revenues	\$ 600,000	\$ 850,000	\$ 649,348	\$ (652)
Total Revenues	<u>\$ 600,000</u>	<u>\$ 850,000</u>	<u>\$ 649,348</u>	<u>\$ (652)</u>
Expenditures				
Bank fees	\$ 100	\$ 100	\$ -	\$ 100
Administrative expenses	6,000	8,000	6,000	-
Insurance expenses	1,569	1,569	794	765
Audit fees	2,700	2,700	2,700	-
Legal and professional fees	8,650	8,650	1,284	7,366
Interest expense	110,000	100,000	110,815	(10,815)
Loan principal repayment	480,000	530,891	527,940	3,051
Total Expenditures	<u>\$ 619,009</u>	<u>\$ 650,000</u>	<u>\$ 649,533</u>	<u>\$ 467</u>
Net Change in Fund Balance	<u>\$ (19,009)</u>	<u>\$ -</u>	<u>\$ (185)</u>	<u>\$ (185)</u>
Fund Balance - Beginning of the year		174,706	174,706	
Fund Balance - End of the year		<u>\$ 174,706</u>	<u>\$ 174,521</u>	

Fist Bank Loan

Balance at January 1, 2024	\$ 3,899,229.26
Loan Issued	\$ -
Loan Repaid	\$ (530,991.00)
Balance at December 31, 2024	\$ 3,368,238.26

**Bogey Hills Plaza
Community Improvement District**

Basic Financial Statements

For The Year Ended December 31, 2024

Bogey Hills Plaza Community Improvement District

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December 31, 2024

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101 W. College Street • Suite 6 • Troy, Missouri 63379 • Phone (636) 528-2841 • Fax (636) 528-5128

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Bogey Hills Plaza Community Improvement District
St. Charles, Missouri

Opinions

We have audited the accompanying financial statements of the governmental activities and major fund of Bogey Hills Plaza Community Improvement District, as of and for the year ended December 31, 2024, and the related notes to the financial statements, which collectively comprise the Bogey Hills Plaza Community Improvement District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective cash basis financial position of the governmental activities and major fund of the Bogey Hills Plaza Community Improvement District, as of December 31, 2024, and the respective changes in cash basis financial position for the year then ended in accordance with the cash basis of accounting described in Note 1.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Bogey Hills Plaza Community Improvement District, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter—Basis of Accounting

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared on the cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinions are not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the cash basis of accounting described in Note 1, and for determining that the cash basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

INDEPENDENT AUDITOR'S REPORT (CONTINUED)

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Bogey Hills Plaza Community Improvement District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Bogey Hills Plaza Community Improvement District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Other Matters

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the budgetary comparison schedule but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Wade Stables P.C.

Wade Stables P.C.
Certified Public Accountants

May 30, 2025
Troy, Missouri

Bogey Hills Plaza Community Improvement District

Governmental Funds Balance Sheet and
Statement of Net Position - Cash Basis
December 31, 2024

	<u>General Fund</u>	<u>Total Funds</u>	<u>Adjustments</u>	<u>Statement of Net Position</u>
Assets				
Cash and equivalents	\$ 174,521	\$ 174,521	\$ -	\$ 174,521
Total Assets	<u>\$ 174,521</u>	<u>\$ 174,521</u>	<u>\$ -</u>	<u>\$ 174,521</u>
Liabilities and Fund Balances / Net Position				
Fund Balance				
Restricted for:				
Debt Service	\$ -	\$ -	\$ -	\$ -
Capital Projects	-	-	-	-
Unassigned	<u>174,521</u>	<u>174,521</u>	<u>(174,521)</u>	<u>-</u>
Total Liabilities and Fund Balances	<u>\$ 174,521</u>	<u>\$ 174,521</u>	<u>\$ (174,521)</u>	<u>\$ -</u>
Net Position				
Restricted for:				
Debt Service			\$ -	\$ -
Capital Projects			-	-
Unrestricted			<u>174,521</u>	<u>174,521</u>
Total Net Position			<u>\$ 174,521</u>	<u>\$ 174,521</u>

The accompanying notes to financial statements are an integral part of this statement.

Bogey Hills Plaza Community Improvement District

Governmental Fund Revenues, Expenditures, and Changes in Fund Balances and
Statement of Activities - Cash Basis
For the Year Ended December 31, 2024

	<u>General Fund</u>	<u>Total Funds</u>	<u>Adjustments</u>	<u>Statement of Activities</u>
Expenditures/Expenses				
Administrative expenses	\$ 6,000	\$ 6,000	\$ -	\$ 6,000
Insurance expense	794	794	-	794
Audit fees	2,700	2,700	-	2,700
Legal Fees	1,284	1,284	-	1,284
Interest expense	110,815	110,815	-	110,815
Loan principal repayment	527,940	527,940	-	527,940
Total Expenditures/Expenses	<u>\$ 649,533</u>	<u>\$ 649,533</u>	<u>\$ -</u>	<u>\$ 649,533</u>
General Revenues				
CID sales tax revenues	\$ 649,348	\$ 649,348	\$ -	\$ 649,348
Total General Revenues	<u>\$ 649,348</u>	<u>\$ 649,348</u>	<u>\$ -</u>	<u>\$ 649,348</u>
Net Change in Fund Balance	\$ (185)	\$ (185)	\$ 185	\$ -
Change in net position			(185)	(185)
Fund balance/net position:				
Beginning of Year	174,706	174,706	-	174,706
End of Year	<u>\$ 174,521</u>	<u>\$ 174,521</u>	<u>\$ -</u>	<u>\$ 174,521</u>

The accompanying notes to financial statements are an integral part of this statement.

Bogey Hills Plaza Community Improvement District

Notes to Financial Statements
For the Year Ended December 31, 2024

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity

Pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "CID Act"), the Bogey Hills Plaza Community Improvement District (the "CID") was formed by Ordinance No. 19-173 (the "Ordinance") of the City of Saint Charles, Missouri (the "City") on September 3, 2019. The Ordinance provided that the CID be established in accordance with the CID Act for the purpose of undertaking various CID project improvements identified in the Ordinance (the "Project") and financing the Project by providing revenues to repay eligible Project costs.

On September 3, 2019, the District entered into a Development Agreement (the "Development Agreement") among the City of St. Charles, Missouri ("City"), Caplaco Fourteen, Inc. and Dierbergs Zumbahl, Inc. (together, the "Developer") to provide (i) the process by which the District will reimburse the Developer for Reimbursable Project Costs, (ii) the payment of Operating costs, (iii) the payment of debt service on the District Obligations, and (iv) assurances to the City regarding the implementation of the District Project. The City Council of the City finds and determines that the action to be taken pursuant to the Development Agreement is reasonably anticipated to remediate the blighting conditions within the District and will serve a public purpose, and the District Project is necessary and advisable and will be in the best interest of the City and of its inhabitants in order to promote the public interest.

On September 6, 2019, in accordance with the CID Act and the Petition, the Board of Directors of the District authorized the District to impose a one percent (1%) (the "CID Sales Tax") upon approval by the qualified voters of the District, on receipts from the sale at retail of all tangible personal property or taxable services at retail with the District, if such property and services are subject to taxation by the State of Missouri pursuant to the provisions of Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, except such Sales Tax shall not apply to the sale or use of motor vehicles, trailers, boats or outboard motors nor to public utilities. The qualified voters of the District approved the CID Sales Tax at a mail-in election held on September 6, 2019, pursuant to Section 67.1545.1 of the CID Act.

On March 31, 2021, the District entered a loan agreement with First Bank in order to pay and finance reimbursable project costs of the District in a maximum amount not to exceed \$5,500,000 (the "Loan").

The location of the project is a tract of land in part of Lot 9, Block 2 of Evans Survey of the Commons of St. Charles, in Township 47 North, Range 4 East, City of St. Charles, Missouri. A general description of the project is as follows: construction, demolition, removal and replacement, clean-up and enhancement, installation, reconstruction, repair and maintenance of all improvements permitted by the CID Act, initially involving, but not restricted to demolition, earth work, erosion control, paving, drainage systems and retention, and improvements to storefronts and building facades, walls, parking lots, pedestrians walkways, awnings, canopies, columns, piers, pilasters, marquees, trelliswork, trash receptacles, planters, islands, landscaping, fences, barriers, retaining walls, drives, sidewalks, patios, signage and other fixtures, and associated or other traffic or parking improvements, crosswalks, utilities, lighting and landscaping, and pavement and sidewalk extensions and connections onto adjacent streets and/or public right-of-way.

A reporting entity is comprised of the primary government, component units, and other organizations that are included to ensure that the financial statements of the District are not misleading. The primary government consists of all funds, departments, boards and agencies that are not legally separate from the District.

Component units are legally separate organizations for which the District is financially accountable. The District is financially accountable for an organization if the District appoints a voting majority of the organization's governing board and (1) the District is able to significantly influence the programs or services performed or provided by the organization; or (2) the District is legally entitled to or can otherwise access the organization's resources; the District is legally obligated or has otherwise assumed the responsibility to finance the deficits of, or provide financial support to, the organization; or the District is obligated for the debt of the organization. Component units

Bogey Hills Plaza Community Improvement District

Notes to Financial Statements
For the Year Ended December 31, 2024

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

may also include organizations that are fiscally dependent on the District in that the District approves the budget, the issuance of debt, or the levying of taxes. The District has no component units.

The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The most significant of the District's accounting policies are described below.

A) BASIS OF PRESENTATION

Special-purpose governments engaged in a single governmental program and having no component units may present financial statements as combining fund financial statements with government-wide statements. This is illustrated on the Governmental Funds Balance Sheet and Statement of Net Position – Cash Basis and the Governmental Fund Revenues, Expenditures, and Changes in Fund Balances and Statement of Activities - Cash Basis.

In the fund financial statements, financial transactions and accounts of the District are organized on the basis of funds. The operation of each fund is considered to be an independent fiscal and separate accounting entity, with a self-balancing set of accounts recording cash and/or other financial resources together with all related liabilities and residual equities or balances, and changes therein, which are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions or limitations. The fund statements are also presented on a cash basis of accounting. Major individual governmental funds are reported as separate columns in the fund financial statements.

The District reports the following major governmental funds:

Governmental Funds

General Fund – The District maintains two funds that makes up the General Fund, as follows:

Sales Tax Trust Fund - The Sales Tax Trust Fund is the fund that the Missouri Department of Revenue deposits sales tax revenues into. Revenues are derived primarily from sales taxes.

Operating Fund – The Operating Fund shall be funded from District Sales Tax Revenues on deposit in the Trust Fund in an amount equal to the Annual Operating Fund Deposit, plus such additional amount as, from time to time, may be required and may be authorized by the District to pay extraordinary and/or non-recurring Operating Costs in excess of the Annual Operating Fund Deposit, including but not limited to litigation costs relating to the indemnities under Section 8.2 of the Development Agreement and other litigation costs, provided such additional amount shall be eligible for payment or reimbursement under the CID Act. Money in the Operating Fund shall be used to pay Operating Costs, to pay the principal of or interest on District Obligations or for any other lawful purpose of the District, as determined by the Board of Directors.

B) BASIS OF ACCOUNTING

Basis of accounting refers to when revenues and expenditures or expenses are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied. Government-wide financial statements and Fund Financial Statements are prepared using the cash basis of accounting, a special purpose framework. Under the cash basis, revenues are recognized when received rather than when earned and expenditures are recognized when cash is disbursed rather than when the obligation is incurred.

Bogey Hills Plaza Community Improvement District

Notes to Financial Statements
For the Year Ended December 31, 2024

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C) BUDGETS AND BUDGETARY ACCOUNTING

The District follows these procedures in establishing the budgetary data reflected in the financial statements:

- 1) In accordance with Section 67 of the Missouri Revised Statutes, the budget officer, as designated by the District, prepares and adopts an annual budget which represents the complete financial plan for the ensuing budget year. The budget includes at least the following information:
 - a) A budget message describing the important features of the budget and major changes from the preceding year;
 - b) Estimated revenues to be collected from all sources for the budget year, with a comparative statement of actual or estimated revenues for the two years next preceding, itemized by year, fund, activity and object;
 - c) The amount required for the payment of interest, amortization, and redemption charges on the debt of the District;
 - d) A general budget summary.
- 2) In no event shall the total proposed expenditures from any fund exceed the estimated revenues to be received plus any unencumbered balance or less any deficit estimated for the beginning of the budget year.
- 3) The District may revise, alter, increase or decrease the items in the proposed budget, subject to such limitations as may be provided by law provided, that in no event, shall the total authorized expenditures from any fund exceed the estimated revenues to be received plus any unencumbered balance or less any deficit estimated for the beginning of the budget year.
- 4) The District shall, before the beginning of the fiscal year, approve the budget and approve or adopt such orders, motions, resolutions or ordinances as may be required to authorize the budgeted expenditures and produce the revenues in the budget.
- 5) After the District has approved the budget and approved or adopted the orders, motions, resolutions or ordinances required to authorize the expenditures proposed in the budget, the District shall not increase the total amount authorized for expenditure from any fund, unless the District Board adopts a resolution setting forth the facts and reasons making the increase necessary and approves or adopts an order, motion resolution or ordinance to authorize the expenditures.

The 2024 budget was approved at the regularly scheduled Board of Directors' meeting. Annual budgets are prepared and adopted by fund on a basis consistent with the cash basis of accounting for the individual governmental funds. All annual appropriations lapse at fiscal year end.

D) CAPITAL ASSETS AND LONG-TERM LIABILITIES

In accordance with the cash basis of accounting, the government-wide and fund financial statements report capital asset additions as expenditures when cash is expended and debt proceeds are shown as other financing sources when cash is received. Debt principal payments are shown as expenditures when payments are made. Capital assets and long term liabilities are not maintained on these financial statements but long term debt is disclosed later in these notes to the financial statements.

Bogey Hills Plaza Community Improvement District

Notes to Financial Statements
For the Year Ended December 31, 2024

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONCLUDED)

E) REVENUE RECOGNITION – SALES TAX

Sales tax revenues are collected monthly and remitted to the Missouri Department of Revenue. The District receives the sales tax revenue the month after it is collected by the Missouri Department of Revenue.

Sales tax revenues are recognized when they are received by the District.

F) FUND BALANCE AND NET POSITION

Net Position represents the difference between assets and liabilities. Net Position is reported as restricted when there are limitations imposed on their use either through the enabling legislation adopted by the District or through external restrictions imposed by laws or regulations of the government. All other net position that does not meet the definition of "restricted" are reported as unrestricted net position. It is the District's policy to expend restricted resources first if the restrictions are met.

Fund balances are classified as follows:

Nonspendable- This classification includes amounts that cannot be spent because they are either (a) not in spendable form or (b) are legally or contractually required to be maintained intact. The District did not have any nonspendable fund balance as of December 31, 2024.

Restricted- This classification includes amounts for which constraints have been placed on the use of the resources either (a) externally imposed by creditors (such as through a debt covenant), grantors, contributors, or law or regulations of other governments, or (b) imposed by law through constitutional provisions or enabling legislation. The District did not have any restricted fund balance as of December 31, 2024.

Committed- This classification includes amounts that can be used only for specific purposes pursuant to constraints imposed by formal action of the District's Board. These amounts cannot be used for any other purpose unless the Board removes or changes the specified use by taking the same type of action (ordinance or resolution) that was employed when the funds were initially committed. This classification also includes contractual obligations to the extent that existing resources have been specifically committed for use in satisfying those contractual requirements. The District had no committed resources as of December 31, 2024.

Assigned- This classification includes amounts that are constrained by the District's intent to be used for a specific purpose but are neither restricted nor committed. This intent can be expressed by the District Board through budgetary process. The District had no assigned resources as of December 31, 2024.

Unassigned- All amounts not included in other spendable classifications.

The District would typically use Restricted fund balances first, followed by Committed resources, and then Assigned resources, as appropriate opportunities arise, but reserves the right to selectively spend Unassigned resources first to defer the use of these other classified funds.

2) CASH AND CASH EQUIVALENTS

The District complies with various regulations on deposits and investments, which are imposed by the state statutes as follows:

Deposits - All deposits with financial institutions must be collateralized in an amount at least equal to uninsured deposits.

Bogey Hills Plaza Community Improvement District

Notes to Financial Statements
For the Year Ended December 31, 2024

2) CASH AND CASH EQUIVALENTS (CONCLUDED)

Investments - The District may invest in bonds of the State of Missouri or any wholly owned corporation of the United States; or in other short-term obligations of the United States.

Cash of the District at December 31, 2024, is as follows:

Deposits

At December 31, 2024, the carrying amount of the District's deposits was \$174,521 and the bank balance was \$174,086. The bank balance in the Sales Tax Trust Fund and Operating (Collateral) Fund was \$174,086 at year end. Any balance maintained in this account would be covered by federal depository insurance up to \$250,000.

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. State statutes require repurchase agreements to be fully collateralized by bonds or securities issued or guaranteed by the federal government or its instrumentalities. The District does not have an additional custodial credit risk policy.

Investments

There were no investments at December 31, 2024.

3) COMMITMENTS

On September 3, 2019, the District entered into a Development Agreement (the "Development Agreement") among the City of St. Charles, Missouri ("City"), Caplaco Fourteen, Inc. and Dierbergs Zumbahl, Inc. (together, the "Developer") to provide (i) the process by which the District will reimburse the Developer for Reimbursable Project Costs, (ii) the payment of Operating costs, (iii) the payment of debt service on the District Obligations, and (iv) assurances to the City regarding the implementation of the District Project. The City Council of the City finds and determines that the action to be taken pursuant to the Development Agreement is reasonably anticipated to remediate the blighting conditions within the District and will serve a public purpose, and the District Project is necessary and advisable and will be in the best interest of the City and of its inhabitants in order to promote the public interest.

4) RELATED PARTIES

The Assistant Secretary on the Board of Directors of the District is also the owner of Development Dynamics, LLC, an administrative company that performs bookkeeping services for the District. During the year ending December 31, 2024, the District paid Development Dynamics, LLC \$6,000.

5) LITIGATION

At December 31, 2024 there were no claims or lawsuits pending against the District.

6) TAXES

On September 6, 2019, in accordance with the CID Act and the Petition, the Board of Directors of the District authorized the District to impose a one percent (1%) (the "CID Sales Tax") upon approval by the qualified voters of the District, on receipts from the sale at retail of all tangible personal property or taxable services at retail with the District, if such property and services are subject to taxation by the State of Missouri pursuant to the provisions of Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, except such Sales Tax shall not

Bogey Hills Plaza Community Improvement District

Notes to Financial Statements
For the Year Ended December 31, 2024

6) TAXES (CONCLUDED)

apply to the sale or use of motor vehicles, trailers, boats or outboard motors nor to public utilities. The qualified voters of the District approved the CID Sales Tax at a mail-in election held on September 6, 2019, pursuant to Section 67.1545.1 of the CID Act.

7) LONG-TERM DEBT

On March 31, 2021, the District borrowed \$5,300,000 from First Bank amortized over a period of 240 months. The loan bears interest at a rate equal to 3.0% per annum and will mature on March 1, 2041. At the year ended December 31, 2024, the balance of loan was \$3,371,289.

In 2024, the District paid \$110,815 in interest expense and \$527,940 in principal payments.

Balance at January 1, 2024	\$	3,899,229
Loan issued		-
Loan repaid		<u>(527,940)</u>
Balance at December 31, 2024	\$	<u><u>3,371,289</u></u>

The loan amortization schedule is as follows:

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2025	\$ 234,203	\$ 121,029	\$ 355,232
2026	241,327	113,905	355,232
2027	248,667	106,565	355,232
2028	256,230	99,002	355,232
2029	264,024	91,208	355,232
2030-2034	1,445,576	330,583	1,776,159
2035-2038	681,262	124,887	806,149
	<u>\$ 3,371,289</u>	<u>\$ 987,179</u>	<u>\$ 4,358,468</u>

8) PROJECT COSTS

The District spent \$0 in project costs during the year ending December 31, 2024.

9) INTERFUND TRANSFERS

During the fiscal year ended December 31, 2024, the District did not have any interfund transfers.

10) SUBSEQUENT EVENTS

These financial statements considered subsequent events through May 30, 2025, the date the financial statements were available to be issued.

Other Information

Bogey Hills Plaza Community Improvement District

Statement of Revenues Collected and Expenditures Paid -

General Fund - Budget and Actual - Cash Basis

For the Year Ended December 31, 2024

	Budgeted Amount Original	Budgeted Amount Final	Actual	Variance - Favorable (Unfavorable)
Revenues				
CID sales tax revenues	\$ 600,000	\$ 650,000	\$ 649,348	\$ (652)
Total Revenues	\$ 600,000	\$ 650,000	\$ 649,348	\$ (652)
Expenditures				
Bank fees	\$ 100	\$ 100	\$ -	\$ 100
Administrative expenses	6,000	6,000	6,000	-
Insurance expenses	1,559	1,559	794	765
Audit fees	2,700	2,700	2,700	-
Legal and professional fees	8,650	8,650	1,284	7,366
Interest expense	110,000	100,000	110,815	(10,815)
Loan principal repayment	490,000	530,991	527,940	3,051
Total Expenditures	\$ 619,009	\$ 650,000	\$ 649,533	\$ 467
Net Change in Fund Balance	\$ (19,009)	\$ -	\$ (185)	\$ (185)
Fund Balance - Beginning of the year		174,706	174,706	
Fund Balance - End of the year		\$ 174,706	\$ 174,521	

RCA FORM (OFFICE USE ONLY)

Bill # 14082

MEETING/DATE: 5/5/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

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. [Signature] Finance Dir. [Signature] Dir. of Admin. [Signature]

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

Mark Hollander, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 5/12/2026

Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk

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.

- 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

AMENDED

RCA FORM (OFFICE USE ONLY)

Bill # 14083

MEETING/DATE: 5/19/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

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.

The Amended Bill 14083 merely replaces the name of the resulting Special Events Department to that of Special Events and Promotions Department. The change is not substantive and there are no other changes to the bill as introduced on May 5, 2026.

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

Fiscal Impact: N/A

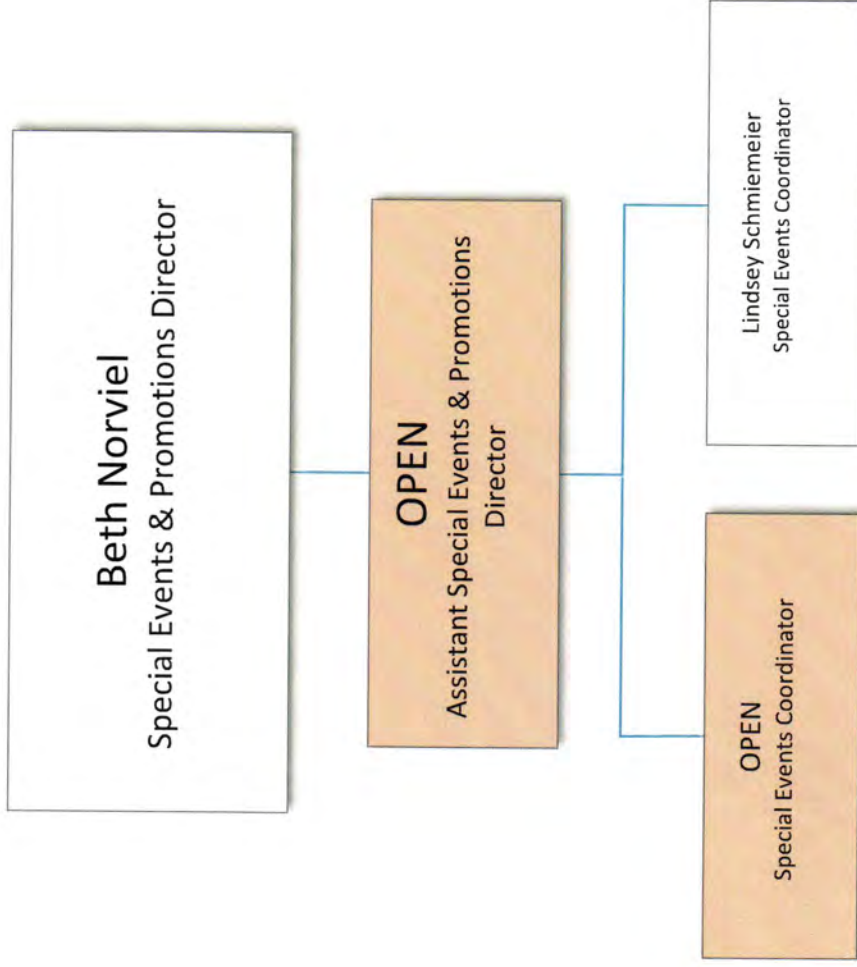
Account #: N/A

Project #: N/A

RCA prepared by: Legal Dept. Dir. Ham Finance Dir. Jwo Dir. of Admin. C

City of St. Charles, Missouri

Department of Special Events and Promotions Organization Chart



Recently Hired Position

OPEN Position

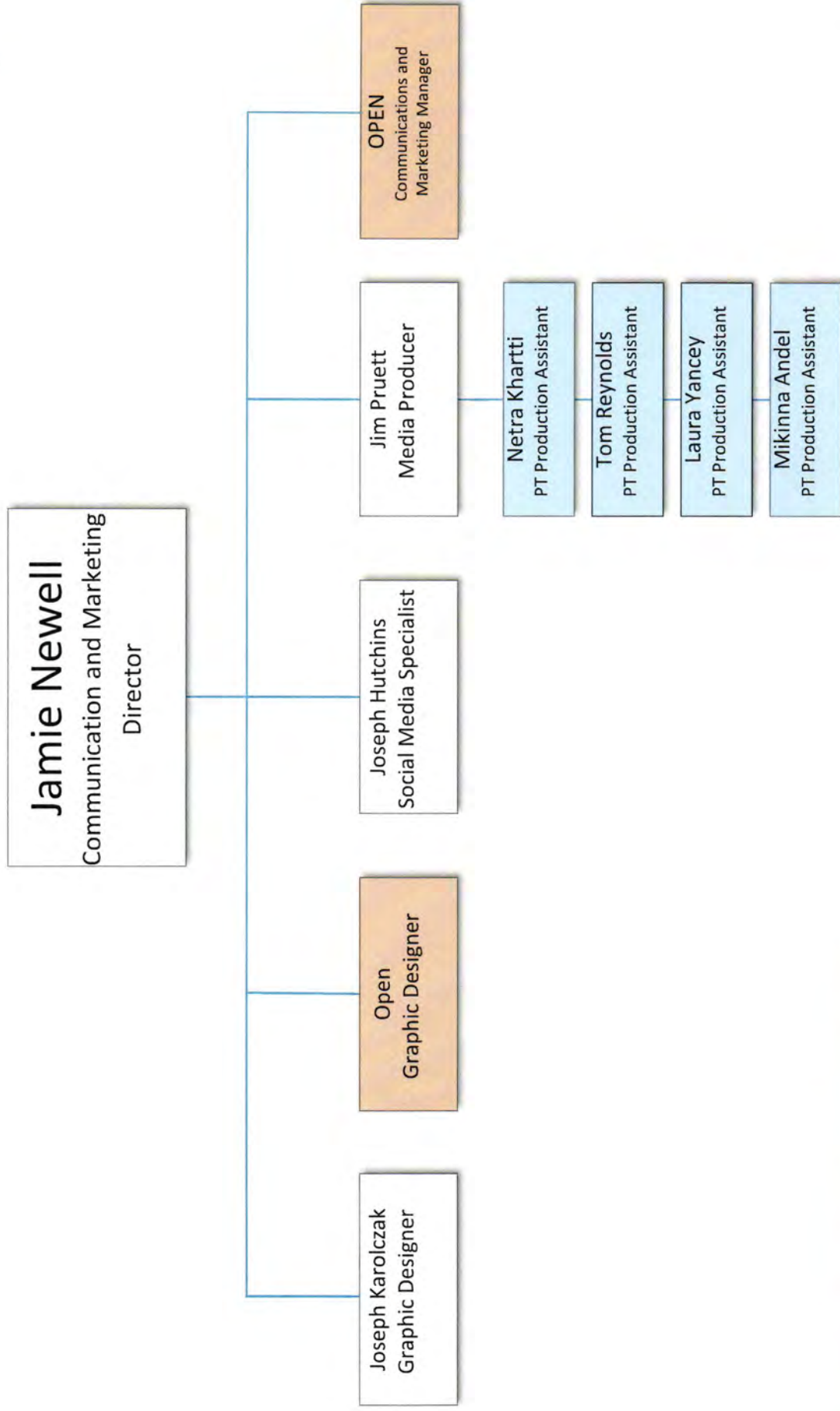
Part Time Position

Management Position

City of St. Charles, Missouri

Department of Communications and Marketing

Organization Chart



Recently Hired Position

OPEN Position

Part Time Position

Management Position

AMENDED

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 Promotions ~~Communications~~ Department**

Section 120.290. Department Established.

There shall be a Special Events and Promotions ~~Communications~~ Department, the Director of which shall be the Special Events and Promotions ~~Communications~~ Director, appointed by the Mayor and City Council, in accordance with Section 4.3(e) of the City Charter. The Special Events and Promotions ~~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:

Underlined text is inserted. Struck through text is deleted.

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

Mark Hollander, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 5/13/2026
Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk



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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.

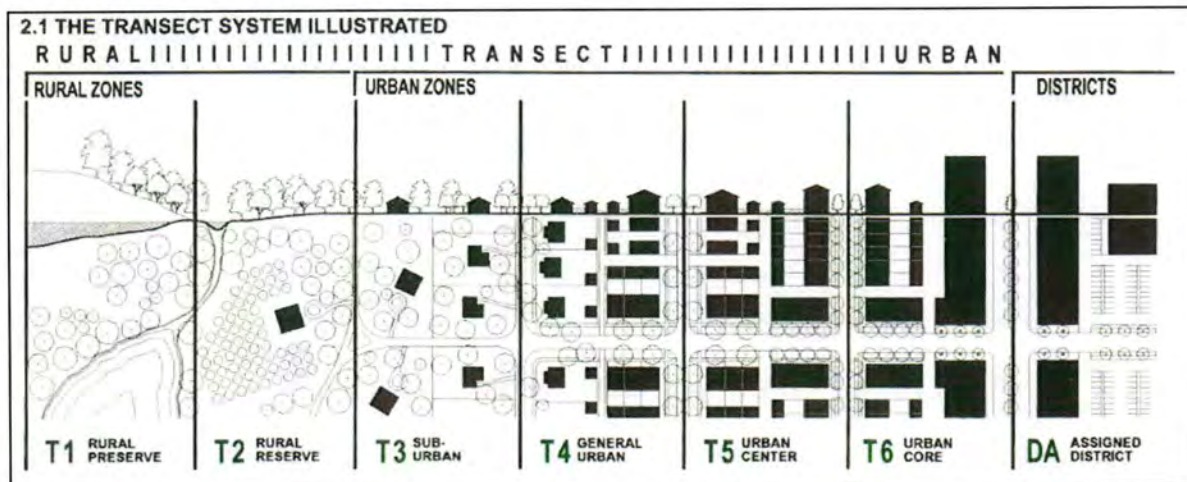


Figure 2: New Town Transect Zone System.

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.

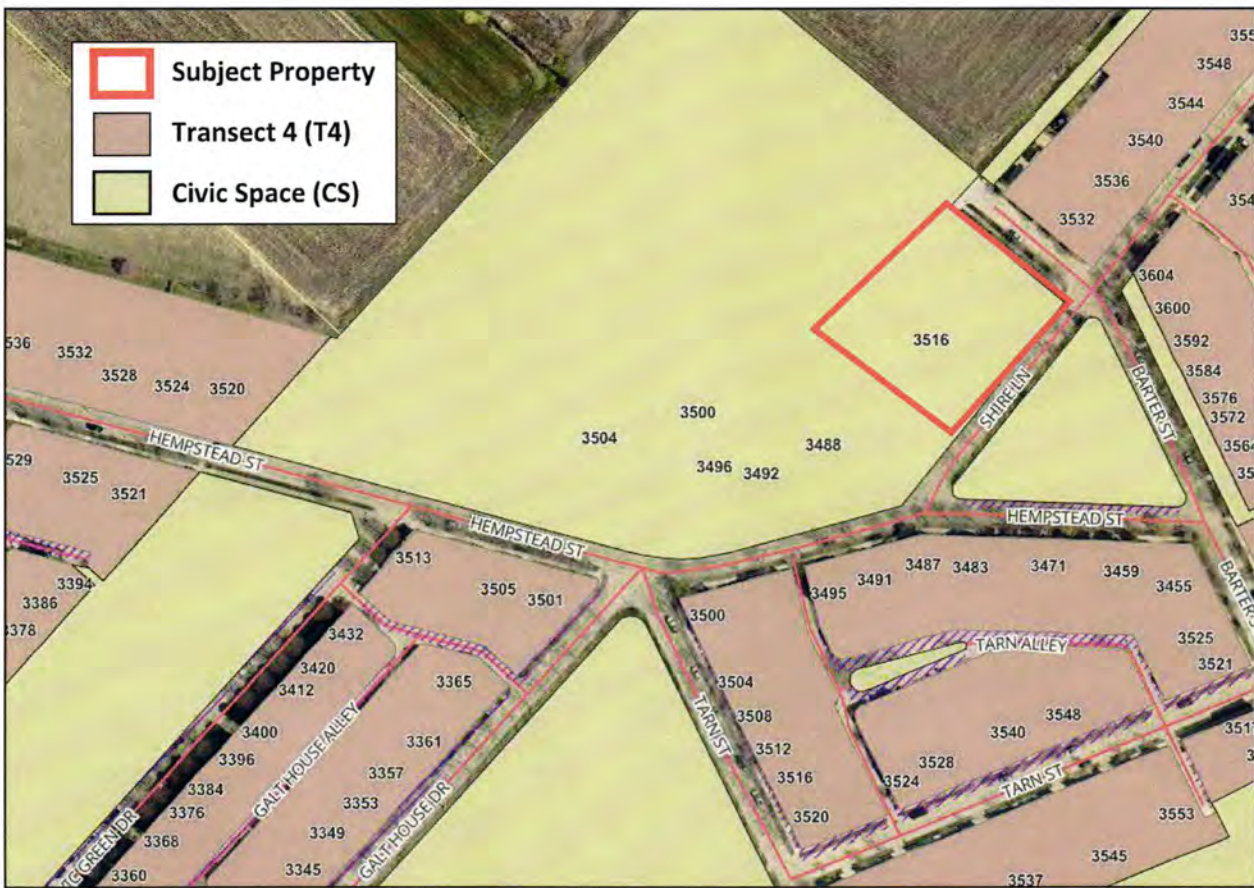


Figure 3: Area zoning and subject parcels for proposed rezoning.

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.

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

Mark Hollander, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 5/12/2026
Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk

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.

RCA FORM (OFFICE USE ONLY)

Bill # 14085

MEETING/DATE: 5/5/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): All

Sponsor(s): Hollander, Ratchford, Mitchell, Foust, Galbra

Description:

Haberstrom, Shipman, Kyle

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. G



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
Michael Galba, Presiding Officer

3-19-26
Date Approved by Mayor

Daniel J. Borgmeyer
Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:



Attest:

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

Kimberly Hudson
Kimberly Hudson, City Clerk

RCA FORM (OFFICE USE ONLY)

Bill # N/A

MEETING/DATE: 3/17/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

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]



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

Bill No. _____

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

Underlined text is inserted. ~~Struck through text~~ is deleted.

Bill No. _____

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
Michael Galba, Presiding Officer

8-22-25
Date Approved by Mayor

Daniel J. Borgmeyer
Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

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

Kimberly Hudson
Kimberly Hudson, City Clerk



RCA FORM (OFFICE USE ONLY)

Bill # N/A

MEETING/DATE: 8/22/2025

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

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. [Signature] Finance Dir. N/A Dir. of Admin. [Signature]

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 Zumbuhl 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



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 themselves. 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.lincolnst.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



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



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



(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® | GEAJ 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 at 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/studioluebke



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





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!

April 9, 2026
Shawn Luesse
Julie Bartch
Page 4

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](#)

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

Mark Hollander, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz

Holly Magdziarz, City Attorney

5/12/2026

Date

Kimberly Hudson, City Clerk

RCA FORM (OFFICE USE ONLY)

Bill # 14086

MEETING/DATE: 5/5/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): All

Sponsor(s): Bart Haberstroh

Description:

AN ORDINANCE AMENDING ORD #25-086 BY AMENDING CERTAIN REVENUE, EXPENDITURE, AND FUND BALANCE ACCOUNTS FOR THE FISCAL YEAR 2026 (BUDGET AMENDMENT #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. Qao Finance Dir. Qao Dir. of Admin. [Signature]

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:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>	<u>Project</u>
	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:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>	<u>Project</u>
	NONE		

SECTION 3. Ordinance Number 25-086 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2026, is hereby amended by increasing the following expenditure accounts by the following amounts:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>	<u>Project</u>
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	

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>	<u>Project</u>
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:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>	<u>Project</u>
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 DISABILLITY	\$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:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>	<u>Project</u>
	NONE		

SECTION 6. Ordinance Number 25-086 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2026, is hereby amended by decreasing the following fund balance accounts by the following amounts:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>	<u>Project</u>
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

Mark Hollander, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Form:

Attest:

Holly Magdziarz 5/12/2026
Holly Magdziarz, City Attorney Date

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)

Bill # 14087

MEETING/DATE: 5/5/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

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 22NID1

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

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

Mark Hollander, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 5/12/2026
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.

 4-28-26
Jennifer O'Connor, Director of Finance Date

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: _____

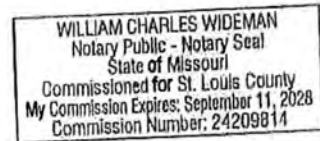
Title: Its Manager

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



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			
	Funding	Expenses	Balance
NID Bond Total	\$3,300,000.00		
Reimbursement Request 1	\$2,539,250.35	\$2,539,250.35	\$760,749.65
Reimbursement Request 2	\$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 Wideman

Date: 4-3-2026

NEW TOWN AT ST. CHARLES MERZ PHASES 1, 2 & 3 plus Granger Extension - NID Reimbursement Request Number 1
 SCHEDULE 1 TO
 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.	Acquisition, Design, Engineering, Legal & Other	1,827.80	1,827.80	1,827.80
12	Civil & Environmental Consultants	Acquisition, Design, Engineering, Legal & Other	130,281.29	9,955.00	9,955.00
13					
14					
15					
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, 2016

Item Number	Vendor	Invoice Number	Invoice Date	Expenses Coding Number	Description of Completed Module	Total Invoice Amount	Amount Paid	Eligible Amount Not Previously Submitted	Amount Submitted for Reimbursement	Qualified Impairment
1	Central Imcation 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 Imcation Supply	66701431	07/09/26	2	Street Lights & Furnishings, Trees, Landscaping	29,740.46	29,740.46	29,740.46	29,740.46	
3	NTHB Management LLC	Ma-26Bollards	01/17/26	2	Street Lights & Furnishings, Trees, Landscaping	6,139.33	6,139.33	6,139.33	6,139.33	
4	NTHB Management LLC	1072026	01/17/26	2	Street Lights & Furnishings, Trees, Landscaping	46,433.52	46,433.52	46,433.52	46,433.52	
5	NTHB Management LLC	DreckerBollards	12/18/25	2	Street Lights & Furnishings, Trees, Landscaping	11,052.92	11,052.92	11,052.92	11,052.92	
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	3158	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	11,650.00	11,650.00	11,650.00	11,650.00	
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	26310	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	05/05/24	2	Street Lights & Furnishings, Trees, Landscaping	9,840.00	9,840.00	9,840.00	9,840.00	
20	GDS Properties	23177	03/11/25	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	IRC Steywater Management	8432	09/10/24	1	Site Grading	2,640.00	2,640.00	2,640.00	2,640.00	
23	Matt Meyer-Excavating LLC	8784	04/23/24	1	Site Grading	7,350.00	7,350.00	7,350.00	7,350.00	
24	Kuehner Grading & Excavating	599171	11/27/23	1	Site Grading	51,508.00	51,508.00	51,508.00	51,508.00	
25	NTHS Management LLC	Lights & Poles	6/20/23	2	Street Lights & Furnishings, Trees, Landscaping	13,760.13	13,760.13	13,760.13	13,760.13	
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	8655	02/02/26	4	Streets and Sidewalks	7,575.41	7,575.41	7,575.41	7,575.41	
28	Schaefer Hauling Inc	3483	05/06/22	4	Streets and Sidewalks	1,575.05	1,575.05	1,575.05	1,575.05	
29	Schaefer Hauling Inc	3563	05/23/22	4	Streets and Sidewalks	2,283.15	2,283.15	2,283.15	2,283.15	
30	Karenbrock 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	Acquisition, 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	Acquisition, Design, Engineering, Legal & Other	14,630.25	14,630.25	14,630.25	14,630.25	
33	Civil & Environmental Consultants	366366	07/19/23	6	Acquisition, Design, Engineering, Legal & Other	11,055.00	11,055.00	11,055.00	11,055.00	
34	Civil & Environmental Consultants	362839	07/02/23	6	Acquisition, Design, Engineering, Legal & Other	7,397.39	7,397.39	7,397.39	7,397.39	
35	Civil & Environmental Consultants	359597	05/14/23	6	Acquisition, Design, Engineering, Legal & Other	9,558.93	9,558.93	9,558.93	9,558.93	
36	Civil & Environmental Consultants	354048	03/31/23	6	Acquisition, Design, Engineering, Legal & Other	6,201.43	6,201.43	6,201.43	6,201.43	
37	Civil & Environmental Consultants	348744	02/09/23	6	Acquisition, Design, Engineering, Legal & Other	5,010.00	5,010.00	5,010.00	5,010.00	
38	Civil & Environmental Consultants	345905	01/13/23	6	Acquisition, Design, Engineering, Legal & Other	12,568.75	12,568.75	12,568.75	12,568.75	
39	Civil & Environmental Consultants	342940	12/17/22	6	Acquisition, Design, Engineering, Legal & Other	16,620.00	16,620.00	16,620.00	16,620.00	
40	Civil & Environmental Consultants	339506	11/10/22	6	Acquisition, Design, Engineering, Legal & Other	17,842.50	17,842.50	17,842.50	17,842.50	
41	Civil & Environmental Consultants	333359	09/14/22	6	Acquisition, Design, Engineering, Legal & Other	10,752.69	10,752.69	10,752.69	10,752.69	
42	Civil & Environmental Consultants	330211	09/14/22	6	Acquisition, Design, Engineering, Legal & Other	9,268.75	9,268.75	9,268.75	9,268.75	
43	Civil & Environmental Consultants	32765	07/21/22	6	Acquisition, Design, Engineering, Legal & Other	9,435.00	9,435.00	9,435.00	9,435.00	
TOTALS						824,131.67	\$624,131.67	\$503,806.38	\$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 \$33,200.00 (2) Decorative Street Lights, Street Furnishings, Street Trees, Landscaping \$500,000.00 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 \$119,500 (5) Other Utility Appurtenances and Improvements \$440,000.00 (6) Acquisition, Design, Engineering, Legal, and other Professional Costs \$260,000.00 and \$80,000										

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⑆ ⑆129600322⑆

NT HomeBuilders LLC

Central Irrigation Supply, Inc.

5/13/2025

34442

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

Central Irrigation Supply, Inc.

5/13/2025

34442

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 5/13/25	Customer # 144948	Order # 66701573-00
PO # Newlown-V3-Deposit	Account Leader BRANCH 667	Email and Phone

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@centralfis.com
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Instructions

Ship Via
PICK UP

Notes

Terms
NET 10TH

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

(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

NT HomeBuilders LLC
3333-3 Rue Royale
St Charles MO 63301

CENTRAL BANK OF ST LOUIS
80-480/810

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

Central Irrigation Supply
8 Williams Street
Elmsford, NY 10523

PROTECTED AGAINST FRAUD

MEMO Invoice 66701431 pump

Ray M...

⑈035816⑈ ⑆081004601⑆ ⑈129600322⑈

NT HomeBuilders LLC

Central Irrigation Supply, Inc.

2/9/2026

35816

Date Type Reference
2/9/2026 Bill Invoice 66701431

Original Amt. Balance Due
29,740.46 29,740.46

Discount

Payment
29,740.46
29,740.46

Check Amount

First National Bank Ch Invoice 66701431 pump

29,740.46

NT HomeBuilders LLC

Central Irrigation Supply, Inc.

2/9/2026

35816

Date Type Reference
2/9/2026 Bill Invoice 66701431

Original Amt. Balance Due
29,740.46 29,740.46

Discount

Payment
29,740.46
29,740.46

Check Amount

PAYMENT RECORD

First National Bank Ch Invoice 66701431 pump

29,740.46





STATEMENT

Customer # 144948 **Statement Date** 2/1/26
Total Amount Due 29,740.46 **Credit Limit** 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	



INVOICE

Shipped 1/6/26	Due Date 2/10/26	Terms NET 10TH	Invoice # 66701431-00
Invoice Date 1/6/26	PO # NEW TOWN GENERAL V3		Customer # 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 PICK UP	Account Leader BRANCH 667	Email and Phone
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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		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:

A handwritten signature in black ink, appearing to read 'N. Stok'.

CENTRAL BANK OF ST. LOUIS
80-460810

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

M. M. M. M. M.

MEMO

⑆035977⑆ ⑆081004601⑆ ⑆42960032⑆

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 - 9215 A
27 - 9215 B
28 - 9215 C
29 - 9215 D
30 - 9213 A
31 - 9213 B
32 - 9213 C
33 - 9213 D
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



NT HomeBuilders LLC
 3333-3 Rue Royale
 St Charles MO, 63301

CENTRAL BANK OF ST LOUIS
 80-460/810

35690

1/13/2026

PAY TO THE ORDER OF **NTHB Management LLC**

\$**70,222.98

Seventy Thousand Two Hundred Twenty-Two and 98/100*****
 DOLLARS

PROTECTED AGAINST FRAUD

NTHB Management LLC
 2120 North Third Street
 St. Charles, MO 63301

Ray M. ...

MEMO

⑈035690⑈ ⑈081004601⑈ ⑈129600322⑈

NT HomeBuilders LLC

NTHB Management LLC

1/13/2026

35690

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

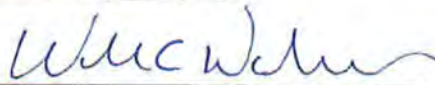
Now, therefore, know ye, That we the undersigned for and in consideration of the

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



NTHB Management LLC

Date	Type	Reference	Original Amt.	Balance Due	12/23/2025 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

Time

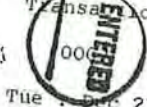
12/23/25

10:40:22

Cash Drawer

Transaction #

4



Posting Date:

Tue DEC 23 2025

CHECKING DEPOSIT
XXXXXX6212

\$94,689.42

TRANSACTION SUBJECT TO VERIFICATION

Member FDIC

Thank you,
Jocabe!

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

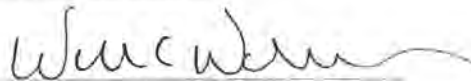
Now, therefore, know ye, That we the undersigned for and in consideration of the

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

NTHB Management LLC
2120 North Third Street
St Charles, MO 63301

PROTECTED AGAINST FRAUD

MEMO Invoice 9302025

Ray M... [Signature]

⑈035232⑈ ⑆081004601⑆ ⑈129600322⑈

NT HomeBuilders LLC

NTHB Management LLC

35232

Date Type Reference
10/2/2025 Bill Invoice 9302025

Original Amt.
18,189.20

Balance Due
18,189.20

10/7/2025
Discount

Payment
18,189.20
18,189.20

Check Amount

First National Bank Ch Invoice 9302025

18,189.20

NT HomeBuilders LLC

NTHB Management LLC

35232

Date Type Reference
10/2/2025 Bill Invoice 9302025

Original Amt.
18,189.20

Balance Due
18,189.20

10/7/2025
Discount

Payment
18,189.20
18,189.20

Check Amount

PAYMENT RECORD

First National Bank Ch Invoice 9302025

18,189.20

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

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 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

Wm C W

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

CENTRAL BANK OF ST LOUIS
80-460/810

34348

NT HomeBuilders LLC
3333-3 Rue Royale
St Charles MO, 63301

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

Ray Merz

MEMO

⑆034348⑆ ⑆081004601⑆ ⑆129600322⑆

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

Merz

First National Bank Ch



50,370.46

Central Bank
a division of The Central Trust Bank

New Town 20

Date: 04/30/25 Time: 02:28:40

Cash Drawer: 2 Transaction #: 0059

Posting Date: Wed . Apr 30 2025

CHECKING DEPOSIT
XXXXXX6212



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



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



INVOICE

Wilian Ramos
2110 Hepperman Road
Wentzville, MO 63385

Winramos116@gmail.com
+1 (636) 866-4452



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: *Adrian Ramos*

DATE THIS 14TH DAY OF November 2025

INVOICE

Willian Ramos
2110 Hepperman Road
Wentzville, MO 63385

Wlramos116@gmail.com
+1 (636) 866-4452



Bill to
NEW TOWN HOME BUILDER LLC
Lot# Corn 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 com 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 com 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: *Vikram Ramu*

DATE THIS 14TH DAY OF November 2025

INVOICE

Wiliam 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: *William Ramos*

DATE THIS 14TH DAY OF November 2025

Ramos Landscaping LLC

11/9/2025

Date	Type	Reference
11/7/2025	Bill	Invoice 3102

Original Amt.
15,832.50

Balance Due
15,832.50

Discount
Check Amount

Payment
15,832.50
15,832.50

PAYMENT RECORD

First National Bank Ch Invoice 3102

15,832.50



INVOICE

Willian Ramos
2110 Hepperman Road
Wentzville, MO 63385

Wlramos116@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: *William Ramos*

DATE THIS 5th DAY OF November 2025



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



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.			
<u>STANT TANA - Marie Tana Clovis and Rue Royale</u>							
QUAN.	DESCRIPTION			PRICE	AMOUNT		
<u>3</u>	<u>Autumn Blaze Maple</u>			<u>360.00</u>			
				<u>TAX</u>	<u>100.49</u>		
				<u>3</u>	<u>260.49</u>		
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			

WAIVER OF CLAIMS FOR PAYMENT

Wiese Nursery ("Contractor") contracted with Thomas W. Whitehall ("Owner" or "General Contractor") to furnish labor and/or materials ("Work") on or for the project/real property known as: Stratton Inn Air Temp Clinic Board ("Property") for a total contract price, including changes and extras, of \$ 3,260.49. (Please check appropriate box) RUC RY 1/1

- A. 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, tools 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: 3/12/21

Company Name: Wiese Nursery
Address: 5801 Highway N
City, State and Zip: Cottleville Mo 65304
Signature: Ruthanna Wiese
Print Name: Ruthanna Wiese Title: Secretary

NOTARY IS REQUIRED FOR ALL ILLINOIS JOBS

STATE OF
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

Wiese Nursery

12/29/2025

Date	Type	Reference
12/29/2025	Bill	Invoice 4062

Original Amt.
5,130.00

Balance Due
5,130.00

Discount	Check Amount

Payment
5,130.00
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 Hanna By Whittally

ADDRESS 3333-3 Rue Royale

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.		
<i>New Town Innotail Ballards Ave & Main + Temp Clear</i>						
QUAN.	DESCRIPTION				PRICE	AMOUNT
	<i>700 Duprette & Purple St.</i>					
	<i>Material Worksite cost</i>					
	<i>Area Rental</i>				<i>1120</i>	<i>00</i>
	<i>Labor</i>				<i>3960</i>	<i>00</i>
					<i>5130</i>	<i>00</i>

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

WAIVER OF CLAIMS FOR PAYMENT

Wiese Nursery
Homer By Whitten ("Contractor") contracted with:
("Owner" or "General Contractor") to furnish labor
and/or materials ("Work") on or for the project/real property known as: New Tree Ballards Tract ("Property")
for a total contract price, including changes and extras, of \$ 5,130.00 (Please check appropriate box)

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 EXTRA, HEREFTER PERFORMED BY OR ON BEHALF OF THE CONTRACTOR UNDER ANY AGREEMENTS EXECUTED BY THE CONTRACTOR PRIOR TO THIS 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, parts 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 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: 12/29/25

Company Name: Wiese Nursery
Address: 5801 Highway N
City, State and Zip: Cattleville mo 63304
Signature: Ruthanna Wiese
Print Name: Ruthanna Wiese Title: Secretary

STATE OF _____)
COUNTY OF _____) SS

NOTARY IS REQUIRED FOR ALL ILLINOIS FORMS

On this 29 day of December, 2025, 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 _____ and that s/he executed the same as his/her free act and deed. that s/he has authority to execute this document on behalf of _____

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

My commission expires:

Notary Public

Wiese Nursery

12/2/2025

Date	Type	Reference
12/2/2025	Bill	Invoice 4047

Original Amt.
16,710.01

Balance Due
16,710.01

Discount
Check Amount

Payment
16,710.01
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 12/11 2005

NAME

Homes By Whittaller

ADDRESS

3333-3 Rue Royale

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.		
New Towne (Tact Tree)						
QUAN.	DESCRIPTION			PRICE	AMOUNT	
	LANDSCAPING AS DU ATTAIN					
				16195 00		
				TAX 515 01		
				16710 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
NEW TOWN STREET TREES

12/1/2025

<u>Qty</u>		<u>Size</u>	<u>LINE TOTAL</u>
	<u>BECKS LANDING AND RUE ROYALE</u>		
2	AUTUMN BLAZE MAPLE		\$ 790.00
7	OCTOBER GLORY MAPLE		\$ 2,765.00
	<u>MARIE TEMP CLAIR AND MARIE TEMP CLAIR WAY</u>		
6	AUTUMN BLAZE MAPLE		\$ 2,370.00
	<u>PERGUE AND FORT DUQUETTE</u>		
10	OCTOBER GLORY MAPLE		\$ 3,950.00
3	AUTUMN BLAZE MAPLE		\$ 1,185.00
	<u>FORT DUQUETTE</u>		
6	BLAZE MAPLE		\$ 2,370.00
	<u>DYESS</u>		
7	OCTOBER GLORY MAPLE		\$ 2,765.00
			\$ 16,195.00
			\$ 515.01
			\$ 16,710.01

All plant material installed by Wiese Nursery is guaranteed 100% for one year. This is for one replacement per plant.

* Excluded from the warranty are perennials and sod.

5801 Highway N Cottleville, Mo 636-978-3213 wiesenursery@aol.com

WAIVER OF CLAIMS FOR PAYMENT

Wiese Nursery
Hanna 1st Whittaker ("Contractor") contracted with
____ ("Owner" or "General Contractor") to furnish labor
and/or materials ("Work") on or for the project/real property known as: New Town Plant Farm ("Property")
for a total contract price, including changes and extras, of \$ 16,710.01. (Please check appropriate box)

FULL/FINAL WAIVER - RESIDENTIAL-MISSOURI
CONTRACTOR DOES HEREBY FULLY, FINALLY AND UNCONDITIONALLY WAIVE AND RELEASE ANY AND ALL RIGHTS TO ASSERT OR ENFORCE MECHANIC'S 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, parts or subwork, 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 contractor, the title company, any claimsmaking company, and any lenders from any claims for payment by any person or entity that Contractor has represented herein to have paid.

Date: 12/11/25
Company Name: Wiese Nursery
Address: 5801 Highway N
City, State and Zip: Cottleville, Mo 64504
Signature: Ruthanna Wiese
Print Name: Ruthanna Wiese Title: Secretary

NOTARY IS REQUIRED FOR ALL ILLINOIS JOBS.

STATE OF _____)
COUNTY OF _____) SS

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, and affirmed that she is the _____ for _____ that she has authority to execute this document on behalf of _____ and that she 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

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

GDS Properties
200 Clearview Drive
St Charles, MO 63303

PROTECTED AGAINST FRAUD

MEMO Invoice 29010

Ray McClinton

⑈034782⑈ ⑆081004601⑆ ⑆129600322⑈

NT HomeBuilders LLC

GDS Properties

Date Type Reference
7/15/2025 Bill Invoice 29010

Original Amt.
17,704.15

Balance Due
17,704.15

7/15/2025

Discount

Check Amount

Payment
17,704.15
17,704.15

34782

First National Bank Ch Invoice 29010

17,704.15

NT HomeBuilders LLC

GDS Properties

Date Type Reference
7/15/2025 Bill Invoice 29010

Original Amt.
17,704.15

Balance Due
17,704.15

7/15/2025

Discount

Check Amount

Payment
17,704.15
17,704.15

34782

First National Bank Ch Invoice 29010

17,704.15

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 #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
(Your Company Name) _____ ("Contractor"/"Supplier") contracted with
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 / Rue Royale ("Property").
In consideration for receipt of \$ 17,704.15
(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 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: [Handwritten Signature]

Print Name: Gary Sulin

Title: President

NT HomeBuilders LLC
3333-3 Rue Royale
St Charles MO, 63301

CENTRAL BANK OF ST LOUIS
80-480/810

35156

9/23/2025

PAY TO THE ORDER OF GDS Properties

\$**18,380.03

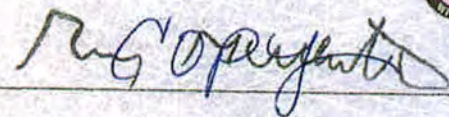
Eighteen Thousand Three Hundred Eighty and 03/100*****

DOLLARS

GDS Properties
200 Clearview Drive
St Charles, MO 63303

PROTECTED AGAINST FRAUD

MEMO Invoice 29334



⑈035156⑈ ⑆081004601⑆ ⑈129600322⑈

NT HomeBuilders LLC
GDS Properties

35156

Date Type Reference
9/23/2025 Bill Invoice 29334

Original Amt. Balance Due
18,380.03 18,380.03

9/23/2025
Discount

Payment
18,380.03
18,380.03

Check Amount

First National Bank Ch Invoice 29334

18,380.03

NT HomeBuilders LLC
GDS Properties

35156

Date Type Reference
9/23/2025 Bill Invoice 29334

Original Amt. Balance Due
18,380.03 18,380.03

9/23/2025
Discount

Payment
18,380.03
18,380.03

Check Amount

PAYMENT RECORD

First National Bank Ch Invoice 29334

18,380.03





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



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
(Your Company Name) _____ ("Contractor"/"Supplier") contracted with
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: [Signature]

Print Name: Garv Sulin Title: President

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

GDS Properties
200 Clearview Drive
St Charles, MO 63303

PROTECTED AGAINST FRAUD

MEMO Invoice 29310

Ray Mueller

⑈035087⑈ ⑆08100460⑆ ⑈129600322⑈

NT HomeBuilders LLC
GDS Properties

9/10/2025

35087

Date Type Reference
9/10/2025 Bill Invoice 29310

Original Amt.
23,137.78

Balance Due
23,137.78

Discount

Payment
23,137.78

Check Amount

23,137.78

First National Bank Ch Invoice 29310

23,137.78

NT HomeBuilders LLC
GDS Properties

9/10/2025

35087

Date Type Reference
9/10/2025 Bill Invoice 29310

Original Amt.
23,137.78

Balance Due
23,137.78

Discount

Payment
23,137.78

Check Amount

23,137.78

PAYMENT RECORD

First National Bank Ch Invoice 29310

23,137.78





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*



GDS Properties

200 Clearview Drive | Saint Charles, Missouri 63303
636-724-8191 | admin@gdsirrigation.com | www.gdsirrigation.com

* Non-taxable

Thank you for your business. Please contact us with any questions regarding this invoice.

Total	\$23,137.78
Account balance	\$23,137.78

Pay Now

(Conditional)

WAIVER OF CLAIMS FOR PAYMENT

A. GDS Irrigation
(Your Company Name) ("Contractor"/"Supplier") contracted with
NT Homebuilders ("Owner" or "General Contractor") to furnish labor
and/or materials ("Work") on or for the project/real property known as: Naras Temp Clair / Rogue 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 → IS 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
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

Ray M... MP

⑈033266⑈ ⑆081004601⑆ ⑆129600322⑈

NT HomeBuilders LLC

33266

GDS Properties

Date Type Reference
9/24/2024 Bill Invoice 27207

Original Amt.
3,500.00

Balance Due
3,500.00

9/24/2024
Discount

Payment
3,500.00
3,500.00

Check Amount

First National Bank Ch Invoice 27207

3,500.00

NT HomeBuilders LLC

33266

GDS Properties

Date Type Reference
9/24/2024 Bill Invoice 27207

Original Amt.
3,500.00

Balance Due
3,500.00

9/24/2024
Discount

Payment
3,500.00
3,500.00

Check Amount

PAYMENT RECORD

First National Bank Ch Invoice 27207

3,500.00





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 #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.

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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 Suljin
Print Name: Gary Suljin Title: President

NT HomeBuilders LLC
GDS Properties

32216

3/5/2024

Date Type Reference
3/5/2024 Bill Invoice 26123

Original Amt.
9,840.00

Balance Due
9,840.00

Discount
Check Amount

Payment
9,840.00
9,840.00

PAYMENT
RECORD

First National Bank C Invoice 26123 Tiber island commons

9,840.00



10523



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 #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

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

GDS Properties

Date	Type	Reference
3/21/2023	Bill	Invoice 23177

Original Amt.
7,165.00

Balance Due
7,165.00

3/21/2023

Discount

Check Amount

Payment
7,165.00
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

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

GDS Irrigation ("Contractor"/"Supplier") contracted with
(Your Company Name)

NT HOME BUILDERS, 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):

F3
B1

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

GDS Properties

Date	Type	Reference
11/5/2025	Bill	Invoice 29630

Original Amt.
10,394.83

Balance Due
10,394.83

11/5/2025

Discount

Check Amount

Payment
10,394.83
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



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*

* Non-taxable

Thank you for your business. Please contact us with any questions regarding this invoice.

Total	\$10,394.83
Account balance	\$10,394.83

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: 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

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

RC Stormwater Management
64 Monarch Rd
Truxton, MO 63381

PROTECTED AGAINST FRAUD

Ray M... MP

MEMO

⑈033433⑈ ⑆081004601⑆ ⑈129600322⑈

NT HomeBuilders LLC
RC Stormwater Management

33433

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
RC Stormwater Management

33433

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

PAYMENT RECORD

First National Bank Ch

4,090.00



105201

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

WAIVER OF CLAIMS FOR PAYMENT

RC Storn

(Your Company Name)

(Contractor/Supplier) contracted with

NT Handlinder

(Owner or General Contractor) to furnish labor

and/or materials ("Work") on or for the project real property known as:

New Town ^{Granger} / MO Bluffs ^{1B} ("Property")
8432 8431

In consideration for receipt of \$

4090.00

(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 MECHANIC'S 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.

1. 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 Storn

Address: 681 March Rd

City, State and Zip: Dexter, Mo 63381

Signature: Jim Rucker

Print Name: Jim Rucker Title: owner

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*****

Matt Meyer Excavating LLC
 55 Golden Eagle Ferry Rd
 Golden Eagle, IL 62036

DOLLARS



MEMO

Ray Mueller AP

⑈032482⑈ ⑆081004601⑆ ⑈129600322⑈

NT HomeBuilders LLC Matt Meyer Excavating LLC				4/25/2024	32482
Date	Type	Reference	Original Amt.	Balance Due	Discount 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				4/25/2024	32482
Date	Type	Reference	Original Amt.	Balance Due	Discount 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

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

BILL TO:
 NT Homebuilders
 3333-4 Rue Royale
 St. Charles MO 63301

Site location: Development

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 piles 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 Homebuilders 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 Statutes 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

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*****

Kirchner Grading & Excavating
P.O. Box 58
Morse Mill, MO 63066

PROTECTED AGAINST FRAUD

DOLLARS



MEMO

Randy M. ...

⑈031845⑈ ⑆081004601⑆ ⑈129600322⑈

NT HomeBuilders LLC
Kirchner Grading & Excavating
Date Type Reference
11/27/2023 Bill Invoice 589171
11/27/2023 Bill Invoice 589170

Original Amt. 51,508.00
Balance Due 51,508.00
2,960.00

12/12/2023
Discount

31845

Payment 51,508.00
2,960.00
Check Amount 54,468.00

First National Bank C

54,468.00

NT HomeBuilders LLC
Kirchner Grading & Excavating
Date Type Reference
11/27/2023 Bill Invoice 589171
11/27/2023 Bill Invoice 589170

Original Amt. 51,508.00
Balance Due 51,508.00
2,960.00

12/12/2023
Discount

31845

Payment 51,508.00
2,960.00
Check Amount 54,468.00

First National Bank C

54,468.00



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 / ₁₀₀
		Pour cross block road on Valve	\$ 1,900.	⁰⁰ / ₁₀₀
		Dug up and removed old water main & disposed of not on bid	\$ 2,280.	⁰⁰ / ₁₀₀
CURRENT	OVER 30 DAYS	OVER 60 DAYS	TOTAL AMOUNT	\$ 51,508. ⁰⁰ / ₁₀₀

UNCONDITIONAL LIEN WAIVER AND AFFIDAVIT
(SUBCONTRACTOR)

STATE OF MISSOURI)
COUNTY OF Jefferson)

SS.

LIEN CLAIMANT (undersigned): Kirchner Grading & Excavating

having been EMPLOYED BY: NT House 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 Butler 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 54,465.00 (please check and initial here for Final Payment)

PARTIAL PAYMENT _____ (please check and initial here for Partial Payment)

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*****

NTHB Management LLC
 2120 North Third Street
 St Charles, MO 63301

PROTECTED AGAINST FRAUD

DOLLARS



MEMO Invoice Lights&poles

Ray M...

⑈030940⑈ ⑆081004601⑆ ⑆129600322⑈

NT Homebuilders LLC		NTHB Management LLC		6/27/2023		30940
Date	Type	Reference	Original Amt.	Balance Due	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		6/27/2023		30940
Date	Type	Reference	Original Amt.	Balance Due	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



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 Wadman

NT HomeBuilders LLC

Schaefer Hauling, Inc.

Date 3/10/2026
Type Bill
Reference Invoice 8794

35973

Payment
1,577.01
1,577.01

3/16/2026
Discount
Check Amount

Original Amt.
1,577.01
Balance Due
1,577.01

Check Amount

PAYMENT
RECORD

First National Bank Ch Invoice 8794

1,577.01



Rev 6/21

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 supplying 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 efforts necessitate legal 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

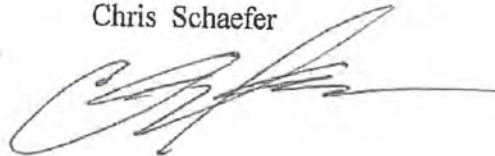
8794

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

Schaefer Hauling, Inc.	
Date	Type Reference
2/4/2026	Bill Invoice 8658
2/5/2026	Bill Invoice 8248

35795

Original Amt.	Balance Due	2/5/2026
7,575.41	7,575.41	Discount
5,348.91	5,348.91	Check Amount

Payment
7,575.41
5,348.91
12,924.32

First National Bank Ch

12,924.32

PAYMENT PRECORDER



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
1/22/26	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 supplying 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 efforts necessitate Legal 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

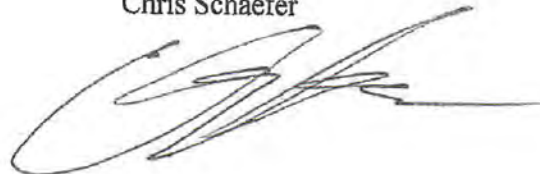
8248/8658

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

Ray M...
AUTHORIZED SIGNATURE

⑈0 28 789⑈ ⑆08 1004601⑆ ⑈ 1 296003 22⑈

NT HOME BUILDERS LLC

Schaefer Hauling, Inc.

28789

Date Type Reference
5/10/2022 Bill Invoice 3493

Original Amt.
1,575.05

Balance Due
1,575.05

5/12/2022
Discount

Payment
1,575.05
1,575.05

Check Amount

First National Bank C Invoice 3493

1,575.05

NT HOME BUILDERS LLC

Schaefer Hauling, Inc.

28789

Date Type Reference
5/10/2022 Bill Invoice 3493

Original Amt.
1,575.05

Balance Due
1,575.05

5/12/2022
Discount

Payment
1,575.05
1,575.05

Check Amount

First National Bank C Invoice 3493

1,575.05

Photo Safe Deposit
Details on Back

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
Net 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 supplying 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 efforts necessitate Legal 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

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

AUTHORIZED SIGNATURE

MEMO

⑈0 2886 1⑈ ⑆08 100460 1⑆ ⑈ 1 296003 2 2⑈

NT HOME BUILDERS LLC

Schaefer Hauling, Inc.

5/24/2022

28861

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

Schaefer Hauling, Inc.

5/24/2022

28861

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 supplying 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 efforts necessitate legal 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

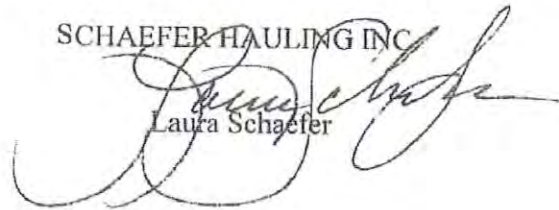
To furnish HAULING material rock

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)

COUNTY OF LINCOLN)

SS

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 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

Ray Muehlstein

⑈032511⑈ ⑆081004601⑆ ⑆129600322⑈

NT HomeBuilders LLC
 Karrenbrock Construction, Inc.

4/28/2024

32511

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
 Karrenbrock Construction, Inc.

4/28/2024

32511

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



10529

105291



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 subgrade 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 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 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.

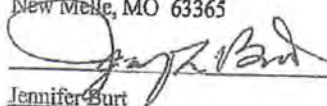
Contractor/Supplier and the individual executing this Waiver on behalf of Contractor/Supplier both represent and warrant that Contractor/Supplier has fully paid for all labor and/or materials used by the Contractor/Supplier (or its subcontractors and/or suppliers of any tier) in performing the Work for 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

CENTRAL BANK OF ST. LOUIS
80-480/810

32592

NT HomeBuilders LLC
3333-3 Rue Royale
St. Charles, MO 63301

5/12/2024

PAY TO THE ORDER OF SCI Engineering, Inc.

\$ **1,827.80

One Thousand Eight Hundred Twenty-Seven and 80/100*****

DOLLARS

SCI Engineering, Inc.
130 Point West Blvd
St. Charles, MO 63301

PROTECTED AGAINST FRAUD

Ray M. ...

MEMO Invoice 202087

⑈03 259 2⑈ ⑆08 100460 1⑆ ⑈ 1 296003 2 2⑈

NT HomeBuilders LLC
SCI Engineering, Inc.

32592

Date Type Reference
5/9/2024 Bill Invoice 202087

Original Amt.
1,827.80

Balance Due
1,827.80

5/12/2024
Discount

Payment
1,827.80

Check Amount

1,827.80

First National Bank C Invoice 202087

1,827.80

NT HomeBuilders LLC
SCI Engineering, Inc.

32592

Date Type Reference
5/9/2024 Bill Invoice 202087

Original Amt.
1,827.80

Balance Due
1,827.80

5/12/2024
Discount

Payment
1,827.80

Check Amount

1,827.80

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. Stoklosa*

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 & Environmental Consultants, Inc.**

\$ ****27,367.25**

Twenty-Seven Thousand Three Hundred Sixty-Seven and 25/100*****

Civil & Environmental Consultants, Inc. PROTECTED AGAINST FRAUD
 P.O. Box 644246
 Pittsburgh, PA 15264-4246

DOLLARS



MEMO

Roy M. ...

⑈031485⑈ ⑆081004601⑆ ⑈129600322⑈

Details on Back Intuit® CheckLock™ Secure Check

NT HomeBuilders LLC

Civil & Environmental Consultants, Inc.

10/8/2023
Discount

31485

Date	Type	Reference	Original Amt.	Balance Due	10/8/2023 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 & Environmental Consultants, Inc.

10/8/2023
Discount

31485

Date	Type	Reference	Original Amt.	Balance Due	10/8/2023 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
RECORDED



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	Gaimo, Vicki	Permit App	510.25	
	Total Reimbursables		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: Angelo S. Iermani

DATE: 10/10/2023

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. **PROTECTED AGAINST FRAUD**
P.O. Box 644246
Pittsburgh, PA 15264-4246

Roy M. ...

MEMO

⑈031158⑈ ⑆081004601⑆ ⑈129600322⑈

Details on Back Intuit® CheckLock™ Secure Check

NT HomeBuilders LLC

31158

Civil & Enviromental Consultants, Inc.

Date	Type	Reference	Original Amt.	Balance Due	8/5/2023 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

31158

Civil & Enviromental Consultants, Inc.

Date	Type	Reference	Original Amt.	Balance Due	8/5/2023 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



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:

Deborah S. Jaraman

DATE: 8/8/2023

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 & Environmental Consultants, Inc.

\$ **38,976.41

Thirty-Eight Thousand Nine Hundred Seventy-Six and 41/100*****

DOLLARS

Civil & Environmental Consultants, Inc. **PROTECTED AGAINST FRAUD**
P.O. Box 644246
Pittsburgh, PA 15264-4246



Roy Mcintosh MP

MEMO

⑈031035⑈ ⑆081004601⑆ ⑈129600322⑈

Details on Back Intuit® CheckLock™ Secure Check

NT HomeBuilders LLC
Civil & Environmental Consultants, Inc.

7/14/2023

31035

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 & Environmental Consultants, Inc.

7/14/2023

31035

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



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

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

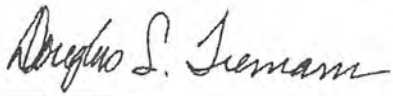
To furnish Engineering /Surveying services along with miscellaneous expenses needed on project known as: New Town at St. Charles

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: 

DATE: 7/14/2023

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. **PROTECTED AGAINST FRAUD**
P.O. Box 644246
Pittsburgh, PA 15264-4246



Ray M...

MEMO

⑈030763⑈ ⑆081004601⑆ ⑆129600322⑈

Details on Back
Intuit® CheckLock™ Secure Check

NT Homebuilders LLC		Civil & Enviromental Consultants, Inc.		5/21/2023		30763
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.		5/21/2023		30763
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
RECORDED

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

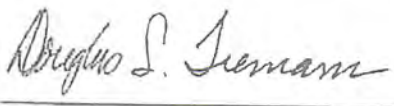
To furnish Engineering /Surveying services along with miscellaneous expenses needed on project known as: New Town at St. Charles

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: 

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

Handwritten signature

MEMO

⑈030527⑈ ⑆081004601⑆ ⑈129600322⑈

NT Homebuilders LLC

Civil & Enviromental Consultants, Inc.

4/5/2023

30527

Date	Type	Reference	Original Amt.	Balance Due	4/5/2023 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.

4/5/2023

30527

Date	Type	Reference	Original Amt.	Balance Due	4/5/2023 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. Seman

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 & Environmental Consultants, Inc.

\$ **23,119.75

Twenty-Three Thousand One Hundred Nineteen and 75/100*****

Civil & Environmental Consultants, Inc. DOLLARS
 P.O. Box 644246
 Pittsburgh, PA 15264-4246



Ray M...

⑈03027⑈ ⑆08⑆00460⑆ ⑆⑆129600322⑈

© 2021 INTUIT INC. 1-800-433-8343

MEMO

Intuit® CheckLock™ Secure Check

NT Homebuilders LLC					2/12/2023	30271
Civil & Environmental Consultants, Inc.					Discount	Payment
Date	Type	Reference	Original Amt.	Balance Due		
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					2/12/2023	30271
Civil & Environmental Consultants, Inc.					Discount	Payment
Date	Type	Reference	Original Amt.	Balance Due		
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

PAID RECEIVED

First National Bank C 23,119.75



Invoice



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

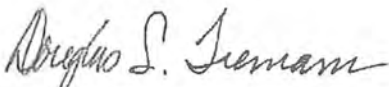
To furnish Engineering /Surveying services along with miscellaneous expenses needed on project known as: New Town at St. Charles

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: 

DATE: 2/13/2023

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 & Environmental Consultants, Inc.

\$**18,028.75

Eighteen Thousand Twenty-Eight and 75/100*****

Civil & Environmental Consultants, Inc. **PROTECTED AGAINST FRAUD**
 P.O. Box 644246
 Pittsburgh, PA 15264-4246

DOLLARS



MEMO

Ray Mueller

⑈030198⑈ ⑆081004601⑆ ⑈129600322⑈

NT Homebuilders LLC

Civil & Environmental Consultants, Inc.

1/28/2023
 Discount

30198

Date	Type	Reference	Original Amt.	Balance Due	1/28/2023 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 & Environmental Consultants, Inc.

1/28/2023
 Discount

30198

Date	Type	Reference	Original Amt.	Balance Due	1/28/2023 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



Invoice



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:

Gregory S. Tramm

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 & Environmental Consultants, Inc.

\$52,258.75**

Fifty-Two Thousand Two Hundred Fifty-Eight and 75/100*****

DOLLARS

Civil & Environmental Consultants, Inc. *PROTECT AGAINST FRAUD*
 P.O. Box 644246
 Pittsburgh, PA 15264-4246

Roy Mark...

MEMO

⑈030137⑈ ⑆081004601⑆ ⑆129600322⑆

NT Homebuilders LLC **30137**
 Civil & Environmental 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 & Environmental 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



Invoice



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 & Environmental Consultants, Inc.**

\$**32,857.89

Thirty-Two Thousand Eight Hundred Fifty-Seven and 89/100*****

Civil & Environmental Consultants, Inc. **PROTECTED AGAINST FRAUD**
 P.O. Box 644246
 Pittsburgh, PA 15264-4246

DOLLARS

Ray [Signature]

MEMO

⑈029870⑈ ⑆081004601⑆ ⑈129600322⑈

NT Homebuilders LLC
 Civil & Environmental 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 & Environmental 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



Invoice



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
Total this Task			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
Total this Task			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:

Abdul S. Iemam

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 & Environmental Consultants, Inc.

\$**26,485.19

Twenty-Six Thousand Four Hundred Eighty-Five and 19/100*****

DOLLARS

Civil & Environmental Consultants, Inc. **PROTECTED AGAINST FRAUD**
 P.O. Box 644246
 Pittsburgh, PA 15264-4246

Ray M... [Signature]

MEMO

⑈02956⑈ ⑆08⑆00460⑆ ⑆⑆29600322⑈

NT Homebuilders LLC
 Civil & Environmental Consultants, Inc.

9/22/2022
 Discount

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 & Environmental Consultants, Inc.

9/22/2022
 Discount

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



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. Seaman

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 & Environmental Consultants, Inc.

\$**30,209.60

Thirty Thousand Two Hundred Nine and 60/100*****

DOLLARS

Civil & Environmental Consultants, Inc.
 P.O. Box 644246
 Pittsburgh, PA 15264-4246

PROTECTED AGAINST FRAUD

Roy M... [Signature]

MEMO

⑈029376⑈ ⑆081004601⑆ ⑆129600322⑈

NT Homebuilders LLC
 Civil & Environmental 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 & Environmental 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



Invoice



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:

Augusto S. Iemami

DATE: 8/23/2022

CENTRAL BANK OF ST. LOUIS
80-460/810

29261

NT Homebuilders LLC
3333-4 Rue Royale
St. Charles, MO 63301

8/2/2022

PAY TO THE ORDER OF Civil & Environmental Consultants, Inc.

\$**30,050.96

Thirty Thousand Fifty and 96/100***** DOLLARS

Civil & Environmental Consultants, Inc.
P.O. Box 644246
Pittsburgh, PA 15264-4246

PROTECTED AGAINST FRAUD



Ray M...

MEMO

⑈029261⑈ ⑆081004601⑆ ⑈129600322⑈

© 2021 INTUIT INC. 1-800-455-9810

Details on Back Intuit® CheckLoc™ Secure Check

NT Homebuilders LLC
Civil & Environmental Consultants, Inc.

8/2/2022
Discount

29261

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 & Environmental Consultants, Inc.

8/2/2022
Discount

29261

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
RECORDED



Invoice



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

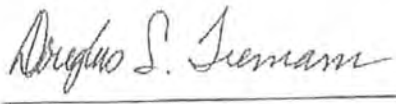
To furnish Engineering /Surveying services along with miscellaneous expenses needed on project known as: New Town at St. Charles

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: 

DATE: 8/2/2022

RCA FORM (OFFICE USE ONLY)

Bill # 14088

MEETING/DATE: 5/19/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): All

Sponsor(s): C. Kyle, M. Hollander, V. Ratchford, S. Shipam, D. Mitchell, J. Foust, B. Gould, M. Galba, B. Haberstroh, ~~C. Hollander~~

Description:

An ordinance authorizing a Purchase and Sale Agreement for the purchase of property located at 2183 Muegge Road for \$778,000, payment of a 3% broker commission of \$23,340, and closing costs not to exceed \$4,000, for a total amount not to exceed \$805,340; and authorizing a Road Maintenance and Easement Agreement associated with the purchase; and granting continuing authority to execute documents necessary to carry out the intent of this ordinance.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

This ordinance authorizes the purchase of real property at 2183 Muegge Road, which is the planned location for the construction of Fire Station # 6. Also authorized is a Road Maintenance and Easement Agreement to be executed at the time of the closing on the property purchase. The Road Maintenance and Easement Agreement will allow for continuing access for the residence at 2191 Muegge Road to Muegge Road. The 2191 property is situated behind the planned Fire Station property and only has access to Muegge Road by way of a driveway on an easement, which is located partially on the 2183 property and on a narrow strip of the 2191 property as shown on the attached original plat for these two properties. The Road Maintenance and Easement Agreement, which is Exhibit B to the Purchase and Sale Agreement, includes the maintenance obligations of the owners of the 2191 property related to the driveway and allows for the City to relocate the driveway at its costs if determined necessary in the future.

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

Fiscal Impact: \$ 805,340.00 N/A

Account #: 401-240-131-871101- \$458,252.49

410-240-131-871101- \$347,087.51

Total \$805,340.00

Project #: _____

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

Bill No. 14088

Ordinance No. _____

Sponsors: Chris Kyle, Mark Hollander, Vince Ratchford, Scott Shipman, Denise Mitchell, Justin Foust, Brian Gould, Michael Galba, Bart Haberstroh

AN ORDINANCE AUTHORIZING THE PURCHASE OF PROPERTY LOCATED AT 2183 MUEGGE ROAD FOR \$778,000.00, PAYMENT OF A THREE PERCENT (3%) BROKER COMMISSION OF \$23,340.00, AND CLOSING COSTS NOT TO EXCEED \$4,000.00 FOR A TOTAL AMOUNT NOT TO EXCEED \$805,340.00; AND AUTHORIZING A ROAD MAINTENANCE AND EASEMENT AGREEMENT ASSOCIATED WITH THE PROPERTY PURCHASE; AND GRANTING CONTINUING AUTHORITY TO EXECUTE DOCUMENTS NECESSARY TO CARRY OUT THE INTENT OF THIS ORDINANCE.

Be It Ordained by the Council of the City of St. Charles, Missouri, as Follows:

SECTION 1. The purchase of real property located at 2183 Muegge Road identified on the attached Exhibit 1 is authorized for a total amount not to exceed \$805,340.00, inclusive of closing costs and broker commission.

SECTION 2. The Mayor is authorized to execute the Purchase and Sale Agreement substantially the same in form and content as attached hereto and identified as Exhibit 2. The Mayor is granted continuing authority to perform all acts necessary to carry out the intent of this ordinance, including the execution of the Road Maintenance and Easement Agreement which is Exhibit B to the Purchase and Sale Agreement attached hereto as Exhibit 2, additional documents, and all closing documents.

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

Date Passed

Mark Hollander, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziaz 5/14/2026
Holly Magdziaz, City Attorney Date

Kimberly Hudson, City Clerk



Bill No. 14088

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.

 5-13-26

Jennifer O'Connor, Director of Finance Date

EXHIBIT 1

Legal Description of 2183 Muegge Road

Lot 1 of *DER SCHMIDT GARTEN*, as shown by the plat recorded in Book PL46, Page 378, Records of St. Charles County, Missouri.

Subject to easements and restrictions of record.

EXHIBIT 2

Purchase and Sale Agreement

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered as of the last date signed below by and between CITY OF ST. CHARLES, MISSOURI, a constitutional charter city and political subdivision of the State of Missouri ("Purchaser"), and Two Rivers Place LLC, a Missouri limited liability company ("Seller"). The words "party," "parties," "Party" or "Parties" refers to Seller or Purchaser, or both.

In consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser hereby agree as follows:

Article I. Property. Subject to the terms and conditions of this Agreement, and intending to be legally bound upon the execution by the Parties, Seller agrees to sell and convey and Purchaser agrees to purchase the following (collectively, the "Property"):

Section 1.01 The real property commonly referred to as 2183 Muegge Road located in the County of St. Charles, Missouri, consisting of approximately 1.46 acres of land, and with parcel identification number 6-0012-A862-00-0001.0000000;

Section 1.02 All buildings, structures and improvements on such real property, if any, and Seller's interest in and to any fixtures and equipment affixed or attached thereto which shall be remaining on the Property on each Closing Date as defined herein;

Section 1.03 All rights and appurtenances pertaining to such real property, including without limitation any appurtenant easements; and

Section 1.04 Any and all water, oil, gas and other minerals lying within or which are appurtenant to the property and any rights with respect thereto.

Section 1.05 It is agreed and understood by the Parties that the depiction or description of the Property attached hereto as Exhibit A is sufficient for purposes of this Agreement creating binding obligations of the parties hereunder.

Article II. Reserved.

Article III. Purchase Price. The purchase price for the Property shall be in the amount of Seven Hundred Seventy-Eight Thousand and 00/100 Dollars (\$778,000.00) (the "Purchase Price"). Purchaser shall pay the Purchase Price by wire transfer to Old Republic Title Company, at 7421 Mexico Road #201, St. Peters, Missouri (the "Title Company"), in escrow, on the Closing Date and at Closing (as hereinafter defined), subject to the prorations and adjustments described in Article IV herein. Payment of the Purchase Price shall not be contingent upon financing of Purchaser. The parties agree that the Seller may allocate a portion of the Purchase Price on the Closing Statement to the Property and a portion to personal property.

Article IV. Adjustments to Purchase Price; Taxes and Utilities. All real estate taxes and special assessments, if any, levied or assessed on or against the Property shall be prorated between

the Parties as of the Closing Date. At the Closing, the Purchaser shall receive a credit against the Purchase Price equal to all accrued and unpaid taxes and assessments as of the Closing Date (including, without limitation, any taxes and assessments attributable to any period prior to the Closing but not payable until after the Closing). The credit for accrued taxes and assessments for which bills have not been issued as of the Closing Date shall be based on the then most recent taxes and assessments. Seller shall bear responsibility for and shall pay all utility costs incurred with respect to the Property for periods prior to the Closing Date. For purposes of calculating the prorations provided for in this Agreement, Purchaser shall be deemed the owner of the Property on the Closing Date. Any such proration that cannot be determined as of the Closing Date is to be estimated as of the Closing Date, with such estimates to be included in the Purchase Price. Final determinations are to be made as soon thereafter as is possible.

Article V. Closing. The closing of the purchase and sale of the Property contemplated herein (the "Closing") is to occur at the offices of Title Company within fifteen (15) calendar days of the expiration, or earlier waiver, of the Inspection Period (as defined in Section 9.01), or upon a date to be mutually agreed upon by the Parties (the "Closing Date"). At the Closing, Seller is to deliver to Purchaser a special warranty deed, or a general warranty deed if Seller possesses the same (the "Deed"), duly executed and acknowledged by Seller transferring and conveying to Purchaser good, marketable, and insurable title to the Property free and clear of all liens (monetary or otherwise), claims, encumbrances, assessments affecting the Property or other liabilities of the Seller except for the Permitted Exceptions, as defined herein, and Purchaser is to deliver to Seller the Purchase Price in accordance with Article III above.

Article VI. Property Sold "As Is." Excepting for the performance of environmental site assessments of the Property in accordance with this Agreement, and the satisfactory acceptance of which shall be in Purchaser's sole discretion; and those warranties and representations in Article XII, the Property is otherwise being conveyed to Purchaser without any warranties of any kind except as set forth in this Agreement.

Article VII. Expenses. Unless otherwise provided for herein, Purchaser and Seller shall each pay their share of all miscellaneous closing costs, and each Party shall pay its own legal fees and expenses. Purchaser shall pay all recording fees.

Article VIII. Due Diligence; Title.

Section 8.01 Due Diligence Documents. Within seven (7) days following the Effective Date as defined in Section 17.11 of this Agreement, Seller shall provide all due diligence documents within its possession that are requested and reasonably required by Purchaser to conduct due diligence studies of the Property. Such documents shall include, but are not limited to, the current title insurance policy, all surveys, plans, and plat maps, all leases and amendments, all environmental reports and studies, and any additional documents that Purchaser may consider pertinent.

Section 8.02 Title Insurance. In addition to the conditions precedent to Closing set forth elsewhere in this Agreement, the obligations of Purchaser under this Agreement are contingent upon Purchaser's receipt, at Purchaser's expense, of a title commitment and/or a survey (and copies of all instruments reflected as exceptions thereon) in a form and substance satisfactory to Purchaser (collectively, the "Title Commitment") covering all of the Property in the amount of the

Purchase Price, and final policy thereafter (the "Title Policy") at Closing, which Title Commitment and Title Policy shall be issued by the Title Company as the underwriter, each in form and substance reasonably acceptable to Purchaser.

Purchaser will endeavor to obtain the Title Commitment within thirty (30) days following the Effective Date as defined in Section 17.11 of this Agreement. Promptly after receiving the Title Commitment showing all exceptions, Purchaser shall provide Seller with written objections, if any, to title within fifteen (15) days of receipt of the Title Commitment. Seller shall have fifteen (15) days thereafter in which to notify Purchaser regarding whether it will attempt to cure such objections and, if so, thirty (30) days from such notice in which to cure all such objections. Any title encumbrances or exceptions set forth in the Title Commitment that Purchaser does not object to will be deemed permitted exceptions to Seller's title of the Property (the "Permitted Exceptions"). If any of Purchaser's objections are not cured by removal, disposal, endorsement over, or otherwise, or if Seller is unable or unwilling to cure such objections following its election to attempt to cure same, within ten (10) days following either such notice or failure to cure, Purchaser may elect, by written notice to Seller, either to (a) waive the objections not cured at which point such objections shall become Permitted Exceptions, or (b) terminate this Agreement such that the Parties shall have no further obligations hereunder.

Article IX. Inspection Period; Purchaser's Access to the Property; Environmental Inspections.

Section 9.01 Purchaser shall have one-hundred twenty (120) days after the execution of this Agreement as defined in Section 17.11 of this Agreement (the "Inspection Period") for the completion of its due diligence actions, environmental and geotechnical testing, the obtaining of all necessary permits and licenses, platting, and title investigation. Purchaser shall make every effort to coordinate any inspections of the existing daycare facility on the Property, referenced in Section 10.02 of this Agreement, with the Tenant to minimize any disruption to its business.

Section 9.02 During the Inspection Period, Purchaser, its agents, engineers, surveyors, and other representatives, may access the Property for purposes of inspecting the physical condition thereof, including the performance of environmental site assessments. Such tests or investigations may include the environmental testing described in Section 9.03 below. The performance of such tests and investigations shall be at Purchaser's cost. Purchaser shall coordinate all such access through Seller with not less than two (2) business days' prior written notice. At Seller's option, Seller may elect to have a representative of Seller present when Purchaser or its representatives enter the Property. To the extent permitted by law, Purchaser shall indemnify, defend, and hold Seller harmless from and against any and all claims, damages, actions, or amounts that may be paid by Seller arising from or related to Purchaser's inspections or access to the Property, regardless whether caused by Purchaser or Purchaser's agents, engineers, surveyors, or other representatives. Purchaser's obligations under the preceding sentence shall survive any expiration or termination of this Agreement.

Section 9.03 In accordance with the time frame in Section 9.01, and if additional information is discovered thereafter then prior to Closing, Seller shall provide Purchaser with all information in Seller's possession regarding possible contamination or the presence of contaminating elements on or under the surface of the Property. During the Inspection Period, Purchaser shall have the

right to do any tests or investigations it deems necessary to conduct an environmental site assessment, including soil borings and sampling for laboratory analysis to search for the presence of possible contamination or contaminants. In addition, Seller hereby discloses the presence of an existing well on adjacent property located at 2191 Muegge Road, that the water line for same extends onto the Property, and that said line may need to be capped by Purchaser in the future.

Section 9.04 As a result of Purchaser's investigation of the Property during the Inspection Period, Purchaser may terminate this Agreement at its sole discretion by notifying Seller in writing of its intent to terminate prior to the expiration of the Inspection Period. In such event, neither Purchaser nor Seller shall have any responsibilities to each other with regard to this Agreement, except Purchaser shall leave the Property in substantially the same condition existing prior to its investigations and/or inspections. In the event Purchaser does not provide such notification of its intent to terminate this Agreement, Purchaser is obligated to Close on the Property as provided herein this Agreement.

Article X. Possession.

Section 10.01 Subject to Section 10.02, Section 10.03, and Section 10.04, below, and as otherwise provided in this Agreement, Purchaser shall take possession of the Property on the Closing Date.

Section 10.02 Existing Leasehold. Purchaser acknowledges that the Property is currently subject to that certain lease, dated April 22, 2025, by and between the Seller and Little Sunshines Daycare and Learning Center, LLC. Upon Closing, the Seller agrees to assign, and the Purchaser agrees to assume, the Lease Agreement and all Seller's obligations thereunder by execution and delivery of a mutually agreeable Assignment and Assumption. As a condition precedent to Closing, Seller shall present to Purchaser an Estoppel Certificate executed by the Tenant in a form satisfactory to Purchaser.

Section 10.03 License for Continued Occupancy/Use. Following the Closing, Seller may continue to access, occupy, and use the existing warehouse building located on the Property pursuant to a revocable license. Such license shall continue until December 31, 2026 (the "License Period"), at which time Seller shall vacate the Property and surrender possession to Purchaser.

During the License Period, Seller shall carry liability and contractual insurance acceptable to Purchaser, Seller shall indemnify and hold Purchaser harmless from all damages, claims and/or injuries resulting from the activities of Seller and/or Seller's agents and invitees, and Purchaser shall have no obligations with respect to the maintenance of the warehouse building or any personal property of Seller. After the expiration of the License Period, Seller shall have no obligations with respect to the maintenance of the warehouse building. The license pursuant to this Section 10.03 shall not become operative and continued occupancy/use allowable until after Purchaser has reviewed and accepted the aforementioned insurance policy(ies). In addition, this license shall not be modified except by a separate written agreement acceptable to the parties; Seller shall not commit, suffer, or permit any nuisance or waste, damage, or destruction to occur in or about the Property; and Seller shall not interfere with Purchaser's access to the Property for its purposes.

Section 10.04 Access Easement. Purchaser agrees to permit a mutually agreeable access easement, to be executed and recorded at Closing, for the benefit of the residence located behind the Property with an address of 2191 Muegge Road, St. Charles, Missouri. The cost to design, prepare, and record the access easement shall be at the Seller's expense.

Article XI. Conditions Precedent to Closing.

Section 11.01 Seller's Conditions. All of the obligations of Seller hereunder are subject to the satisfaction of every one of the conditions precedent set forth in this Agreement unless, and only to the extent, Seller waives in writing the following obligations and conditions of Purchaser: (i) the representations and warranties of Purchaser herein are true and correct as of the Closing Date; (ii) the covenants, agreements and undertakings of Purchaser herein have been complied with in all material respects; (iii) Purchaser delivers the Purchase Price in accordance with Article III at Closing; and (iv) Purchaser enters into a Road Maintenance and Easement Agreement with Daniel L. Dreher and Teresa M. Dreher in substantially the form attached hereto as **Exhibit B**, incorporated by reference herein.

Section 11.02 Purchaser's Conditions. All of the obligations of Purchaser hereunder are subject to the satisfaction of every one of the conditions precedent set forth in this Agreement unless, and only to the extent, Purchaser waives in writing the following obligations and conditions of Seller: (i) the representations and warranties of Seller herein are true and correct as of the Closing Date; (ii) the covenants, agreements and undertakings of Seller herein have been complied with in all material respects; and (iii) at the Closing, Seller has tendered to Purchaser the Deed.

Article XII. Representations and Warranties of Seller. Seller makes to Purchaser the following representations and warranties:

Section 12.01 Seller has the legal capacity and authority to execute, deliver, and perform this Agreement and all documents and instruments or transactions contemplated hereby or incidental hereto; and this Agreement and the other documents required of Seller hereunder are or shall be, as the case may be, binding on and enforceable against the Seller. There are no other approvals from any other party whatsoever needed to authorize Seller to sign this Agreement and to consummate the transactions contemplated hereunder.

Section 12.02 The execution, delivery, and performance by Seller of this Agreement shall not constitute or cause a default or breach of any agreement or undertaking of Seller or concerning the Property.

Section 12.03 To the best of Seller's knowledge, there are no unrecorded or non-public liens encumbering the Property caused by Seller or unpaid bills owed by Seller in connection with the Property which are unpaid past any applicable due date.

Section 12.04 To the best of Seller's knowledge, there exists no pending action, suit, or proceeding (or threat thereof) against Seller which could in any manner inhibit the transactions contemplated in this Agreement or otherwise have an impact on the Property.

Section 12.05 At all times Seller has held title to the Property, to the best of its ability Seller (1) maintained the Property (including the land, surface water, groundwater, and improvements to the

land) free from all contamination, including the following (referred to herein as "Hazardous Materials"): (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder, together with all applicable state and local laws and regulations; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder, together with all applicable state and local laws and regulations; and (c) any substance regulated under applicable federal state or local laws or regulations including gasoline and asbestos containing materials ("other regulated substances"); and (2) maintained the Property in full compliance with all other federal, state and local environmental laws.

Section 12.06 Seller has been represented by counsel in considering, negotiating, and entering into this Agreement and fully understands and comprehends the nature of this Agreement, the transaction contemplated by this Agreement and Seller's duties, responsibilities, and representations hereunder.

Article XIII. Representations and Warranties of Purchaser. Purchaser makes to Seller the following representations and warranties:

Section 13.01 Purchaser has the legal capacity and authority to execute, deliver and perform this Agreement and all documents and instruments or transactions contemplated hereby or incidental hereto; and this Agreement and the other actions and documents required of Purchaser hereunder are or shall be, as the case may be, binding on and enforceable against Purchaser.

Section 13.02 The execution, delivery and performance by Purchaser of this Agreement shall not constitute or cause a default or breach of any agreement or undertaking of Purchaser or of which Purchaser is a party.

Article XIV. Commission. Both Purchaser and Seller hereby acknowledge that Scout Realty Group, LLC ("Purchaser's Broker") is the Purchaser's Limited Agent and solely represents the Purchaser with regard to this transaction and that Purchaser's Broker is not representing or an agent of the Seller. Seller agrees to pay a commission to Scout Realty Group at Closing in the amount equal to three percent (3%) of the Purchase Price. Purchaser also agrees to pay a commission of three percent (3%) of the Purchase Price to Scout Realty Group at the Closing. Purchaser, Seller, and any real estate licensees involved in this sale/purchase transaction acknowledge that this broker relationship was disclosed to the Purchaser and Seller or their respective agents no later than the first showing of the Property or first contact or immediately upon the occurrence of any change to the relationship. Purchaser and Seller further acknowledge that they have received the Broker Disclosure Form prescribed by the Missouri Real Estate Commission.

Article XV. Casualty or Condemnation. If, prior to the Closing, any portion of the Property is damaged, destroyed, or lost by fire or other casualty, or if condemnation or eminent domain proceedings are proposed, threatened, or commenced against any portion of the Property, Seller will immediately notify Purchaser of such event. Purchaser may elect to terminate its obligations under this Agreement by written notice to Seller within ten (10) days after Purchaser receives such notice from Seller, whereupon neither Party shall have any further obligation hereunder, or elect

Section 17.05 Counterparts. It is agreed that this Agreement may be executed in counterparts, that any Party may sign any counterpart, that the Agreement will be effective when all Parties hereto sign a counterpart and that a set of counterparts bearing the signatures of each Party hereto will constitute the Agreement as fully as if the Parties executed a single document. The Parties agree that a document (or signature page thereto) signed and transmitted by facsimile machine, telecopier or other electronic transmission, including portable document file (PDF) is to be treated as an original document. The signature of any Party thereon, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document.

Section 17.06 Further Assurances. The Parties will execute and deliver such further instruments and do such further acts and things as may be required to carry out the intent and purpose of this Agreement.

Section 17.07 Legal Fees. All legal and other costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby are to be paid by the Party incurring such costs and expenses. In the event any Party brings suit to construe or enforce the terms of this Agreement, the prevailing Party is entitled to recover its reasonable attorneys' fees and expenses.

Section 17.08 Governing Law and Venue. This Agreement and the rights and obligations of the Parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of Missouri applicable to contracts made and to be performed wholly within Missouri, without regard to choice or conflict of laws rules. Further, the parties agree to submit themselves to the venue of the Eleventh Judicial Circuit Court of the State of Missouri.

Section 17.09 Survival of Representations. All representations and warranties contained herein shall survive the Closing and delivery of the Deed for a term of one (1) year.

Section 17.10 Approval of City Council. Notwithstanding anything herein to the contrary, this Agreement will not become binding upon the City of St. Charles, Missouri until it has been approved by ordinance with the affirmative majority vote of the City Council, executed by the Mayor, and attested to by the City Clerk. In the event the required ordinance for the purchase of the Property is not approved, neither Purchaser nor Seller shall have any further responsibilities to each other with regard to this Agreement.

Section 17.11 Effective Date. This Agreement is effective as of the date it is last signed by any Party.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date last written below.

PURCHASER: CITY OF SAINT CHARLES, MISSOURI

SELLER: TWO RIVERS PLACE LLC

Daniel J. Borgmeyer, Mayor Date

Phil Schmidt MEMBER 5-12-26
Name, Title Date

Attest:

Ruth Huber MEMBER 5-12-26
Name, Title Date

Kimberly Hudson, City Clerk

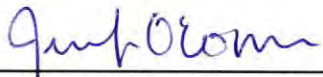
Approved as to Legal Form:

Holly Magdziarz
Holly Magdziarz, City Attorney Date



CERTIFICATE OF DIRECTOR OF FINANCE

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

 5-13-26

Jennifer O'Connor, Director of Date
Finance

EXHIBIT A TO PURCHASE AND SALE AGREEMENT

Property Description

Lot 1 of *DER SCHMIDT GARTEN*, as shown by the plat recorded in Book PL46, Page 378, Records of St. Charles County, Missouri.

EXHIBIT B TO PURCHASE AND SALE AGREEMENT

Road Maintenance and Easement Agreement

-
1. **Title of Document:** ROAD MAINTENANCE AND EASEMENT AGREEMENT
 2. **Date of Document:** _____, 2026
 3. **Grantees:** DANIEL L. DREHER and TERESA M. DREHER
2191 Muegge Road
St. Charles, MO 63303
 4. **Grantor:** CITY OF ST. CHARLES, MISSOURI
200 N Second Street
St. Charles, MO 63301
 5. **Legal Description:** See attached Exhibits A, B, and C.
 6. **Return Recorded Document to:** Hamilton Weber LLC
Attn: Drew Weber
200 N. Third Street
St. Charles, MO 63301
 7. **Reference Book & Page:** Book 2239, Page 68.

ROAD MAINTENANCE AND EASEMENT AGREEMENT

THIS ROAD MAINTENANCE AND EASEMENT AGREEMENT (the “AGREEMENT”) is made and entered into as of this ___ day of _____, 2026, by and among CITY OF ST. CHARLES, MISSOURI, a constitutional charter city and political subdivision of the State of Missouri (the “Grantor”), and DANIEL L. DREHER and TERESA M. DREHER (the “Grantees”). Grantor and Grantees are sometimes referred to hereafter individually as an “Owner” or collectively as the “Owners.”

WITNESSETH:

WHEREAS, Grantor is the record owner of a certain parcel of land more particularly described on the attached Exhibit A (the “Grantor’s Property”); and

WHEREAS, Grantees are the record owners of a certain parcel of land more particularly described on the attached Exhibit B (the “Grantees’ Property”); and

WHEREAS, the Grantees’ Property has access to and from Muegge Road solely by way of a Private Access Road; and

WHEREAS, the Grantor desires to enter into this Agreement to grant access and utility easement rights across and over the area upon which the Private Access Road exists (the “Easement Area”), as more particularly described in Exhibit C, attached hereto and incorporated by reference herein; and

WHEREAS, the Grantor and Grantees desire to enter into this Agreement to set forth maintenance obligations pertaining to said Easement Area;

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants, and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantees hereby agree as follows:

ARTICLE 1 **GRANTS, DUTIES, AND POWERS**

1.1 Grantor hereby grants to Grantees a perpetual access and utility easement (the “Easement”) over the Easement Area described in Exhibit C, attached hereto and incorporated herein, and each Owner intends that said Easement Area or any portion thereof shall serve as a road for ingress and egress to the Grantor’s Property and the Grantees’ Property (collectively referred to herein as the “Properties”).

1.2 The Owners shall have the express right, power, discretion, and authority to exercise such control over the Easement Area as may be necessary or appropriate for the proper use thereof by the Owners of the Properties.

1.3 The Easement granted herein is nonexclusive. Neither Owner may obstruct or block the other Owner from use of the Easement Area.

1.4 Grantees are expressly authorized to place garbage receptacles at the end of the Easement Area, where such Easement Area meets Muegge Road. Grantor shall have no authority to restrict or prohibit such use.

1.5 The Grantees shall maintain and repair the road on, over, and across the Easement Area. Such maintenance and repair may include, but is not limited to grading, construction, snow removal, and pothole repair.

1.6 If the Grantor or its guests, invitees, contractors, agents, tenants, or occupants damage the Easement Area, the Grantor shall be solely responsible for repairing the Easement Area and shall bear all costs for such repair.

1.7 If at any point the Grantor desires to relocate the Easement Area or the road thereon, the Grantor shall bear all costs of such relocation.

1.8 Each Owner shall have the right to enforce in its own name the covenants of this Agreement at law or in equity against any person or persons violating or attempting to violate any covenant herein, either to restrain violations or to recover damages. The Owner instituting said action shall be entitled to recover from the violating Owner(s) its legal fees, costs, and expenses incurred in the enforcement of this Agreement against such violating Owner(s).

ARTICLE 2 **COOPERATION AND USE OF EASEMENT**

2.1 In exercising their rights under this Agreement, the Owners shall take all reasonable steps to cooperate and avoid unreasonably interfering with another Owner's use of the Easement or the Easement Area. The Owners shall work together and communicate in good faith, in an effort to resolve any future disputes or disagreements before invoking any of the remedies under this Agreement, or otherwise available at law or in equity.

2.2 The use of the Easement and the Easement Area shall be only for ingress, egress, and utilities, and the construction, installation, reconstruction, operation, maintenance, repair, and replacement thereof. Except as otherwise provided herein, no Owner shall store any materials or items on the Easement Area, allow any debris or material to be stored on such area, or construct any building, structure, or improvement on the Easement Area which inhibits the use of the Easement Area provided in this Agreement. No Owner shall construct or install a fence or gate on, over, or across the Easement Area.

2.3 Owners and their guests, invitees, contractors, agents, tenants, or occupants may use the Easement Area for ingress and egress to their respective Properties.

ARTICLE 3 **AMENDMENT**

3.1 This Agreement may be amended, modified, rescinded, or revoked from time to time by written instrument signed by all Owners.

ARTICLE 4
DURATION

4.1 This Agreement shall be binding upon the Grantees, their successors and assigns, including all present and future Owners, and the covenants herein shall run with the land and shall be binding on all parties and all persons claiming under them.

ARTICLE 5
MISCELLANEOUS

5.1 Each paragraph or provision herein is intended to be severable from each other paragraph or provision and if any such paragraph or provision shall at any time be held or declared to be illegal, void or unenforceable, the validity and binding effect of the other portions of this Agreement shall not be thereby impaired or affected, and the balance of this Agreement shall remain as though such illegal, void, or unenforceable portion had not been inserted herein.

5.2 To the extent permitted by law, the Owners shall indemnify, defend, and hold each other harmless from and against any and all loss, suits, liens, claims, damages, consequential damages, judgments, demands, expenses and liabilities, including, without limitation, attorneys and engineering fees, arising out of or in connection with any breach of this Agreement to the extent permitted by law.

5.3 The prevailing party in any litigation arising from this Agreement, the breach thereof, or any actions taken pursuant to this Agreement, shall recover as part of its costs its reasonable attorney's fees.

5.4 The rule of strict interpretation does not apply to this Agreement. This Agreement shall be given a reasonable interpretation so that the intention of the parties to confer a commercially usable right of enjoyment on each Owner is carried out.

5.5 As used in this Agreement the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

5.6 The captions of this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of all or any portion of this Agreement.

[Remainder of page intentionally left blank. Signatures to follow.]

GRANTEES:

DANIEL L. DREHER

TERESA M. DREHER

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

On this ____ day of _____, 2026, before me appeared DANIEL L. DREHER and TERESA M. DREHER, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their 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.

Notary Public

My Commission Expires:

EXHIBIT A

Lot 1 of *DER SCHMIDT GARTEN*, as shown by the plat recorded in Book PL46, Page 378, Records of St. Charles County, Missouri.

Subject to easements and restrictions of record.

EXHIBIT B

A parcel of land in Lot numbered 27 of Block Numbered 8 of the St. Charles Commons, described as follows: Starting at the Southeast corner of said Lot 27 and thence along the Northeast line of said Lot 27, 225 feet; thence South 54 degrees 50 ' West 85 feet to a point, said point being the beginning point of the tract described herein; thence from said beginning point South 54 degrees 50' West 497.12 feet; thence South 33 degrees 50' East 225 feet along the Southeastern line of Lot 27; thence North 54 degrees 50 East 497.12 feet to a point; thence North 33 degrees 50' West 225 feet to the point of beginning of the tract described herein;

Also a fifty (50) foot wide easement for ingress and egress for the above tract described as follows: Beginning at the Southeast corner of said Lot 27 and thence along the Northeast line of said Lot 27 (also being the boundary line with the right of way for Muegge Road) 175 feet to the point of beginning of the easement described herein; thence along the Northeast line of said Lot 27 a total of 50 feet; thence South 54 degrees 50' West 85 feet to its intersection with the tract of land described above; thence South 33 degrees 50' East 50 feet; thence North 54 degrees 50' East 85 feet to the beginning of the easement described herein.

Subject to conditions, restrictions and easement of record.

Subject to easement granted to Union Electric Company, a Missouri Corporation, recorded in Book 531 at Page 119 in the Office of Recorder of Deeds for the County of St. Charles, Mo. Subject to existing sewer line easement to the City of St. Charles recorded in Book 1131 Page 926 in the Office of Recorder of Deed for the County of St. Charles, MO.

EXHIBIT C

A fifty (50) foot wide easement for ingress and egress for the tract described on Exhibit B, legally described as follows: Beginning at the Southeast corner of said Lot 27 and thence along the Northeast line of said Lot 27 (also being the boundary line with the right of way for Muegge Road) 175 feet to the point of beginning of the easement described herein; thence along the Northeast line of said Lot 27 a total of 50 feet; thence South 54 degrees 50' West 85 feet to its intersection with the tract of land described above; thence South 33 degrees 50' East 50 feet; thence North 54 degrees 50' East 85 feet to the beginning of the easement described herein.

RCA FORM (OFFICE USE ONLY)

Bill # 14089

MEETING/DATE: 5/19/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): All

Sponsor(s): Michael Galba

Description:

A contract agreement for professional administrative services and program administration for St. Charles County's Community Development Block Grant (CDBG).

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

City staff has received a contract agreement for Professional Administrative Services and Program Administration for St. Charles County's Community Development CDBG Programs. This contract is effective January 1, 2026 and has a 4 year automatic renewal which will expire on December 31, 2030 and is in alignment with the 5 year Consolidated Plan. Execution of this contract was delayed pending finalization of negotiated terms with St Charles County.

St. Charles County is the responsible agency for the St Charles Urban County, a cooperative arrangement allowing ten jurisdictions (Unincorporated St Charles County and the municipalities of St Charles, St Peters, Lake St Louis, Cottleville, Wentzville, Weldon Spring, Dardenne Prairie, Augusta, and St Paul) to collectively receive Community Development Block Grant funds directly from the U.S. Department of Housing and Urban Development (HUD). since June 1, 2017, the City of St Charles has been administering CDBG programs on behalf of the Urban County. For the City of St Charles to continue administering St Charles Urban County CDBG programs, the following agreement must be signed and executed by ordinance by the City and St Charles County.

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

Fiscal Impact: N/A

Account #: 207-190-259

Project #:

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



Memorandum

To: City Council

From: Kathleen Thompson, CDBG Urban County & Administrative Services Manager

Date: May 4, 2026

Subject: Administrative Services contract

City staff has received a contract agreement for Professional Administrative Services and Program Administration for St Charles County’s Community Development CDBG Programs. This contract is effective January 1, 2026 and includes an automatic four-year renewal term, extending through December 31, 2030. This agreement aligns with the County’s five-year Consolidated Plan.

Under federal regulations, the County may allocate up to 20% of its annual funding for administration. In prior years, St Charles County limited administrative expenditures to 15%. This contract is proposing the City and County will use the maximum of 20% cover administrative expenditures.

The contract and the 2026 budget will reflect allocations of 54.49% (City) and 45.51% (County) respectively, rather than the previously projects allocations. Based on the recently announced 2026 CDBG Allocation of \$1,088,014 (which is due to HUD by August 16, 2026) the proposed budget/allocation is outlined in the accompanying chart. This budget may be adjusted as needed based on the consolidated plan public hearing, needs assessment and input from the City of St Peters.

The total funding allocation in 2026 for home improvement, public services, transportation, code enforcement and administration is \$481,567.35

Activity	2025 Allocation	2026 Proposed Allocation
Home Improvement	\$126,451.21	\$125,252.91
Rehab Admin (administering home improvement program)	\$97,000	\$97,000
Code Enforcement	\$70,000	\$70,000
Administration	\$139,500	\$189,314.44

While it may appear that the City's share of the home improvement program decreased, that is not accurate reflection of available resources. By combining the City's program with the County's program since 2017, City residents have access to a larger, more comprehensive pool of funding between the City's and County's total allocation. Since all funding is administered through the County's allocation, City residents may continue to receive services as long as County funds remain available. To qualify, residents must be at or below 80% of the area median income, which makes them eligible for programs and additional funding sources, including program income and the new weatherization program funded by the County's remaining COVID-19 funds.

The requested contract increase in administrative funding reflects the City's expanded role, which now includes greater oversight, compliance, and operational responsibilities across multiple programs. This includes conducting inspections for properties located east of Wentzville. While the geographic area covered by agreement has increased, this centralized approach has resulted in a more cohesive and effective inspection process, contributing to the overall success of the County's housing programs.

In addition, ongoing uncertainty regarding the future status and funding of the CDBG program has increased administrative demands related to planning, reporting, and regulatory compliance. This has required enhanced coordination with HUD and continued staff training to stay current with federal policies and requirements.

Although the City has made efforts to absorb these additional administrative responsibilities where possible, the cumulative impact now exceeds the capacity of the existing administrative structure. An increase in the allowable administrative percentage is necessary to ensure continued compliance, program stability, and effective oversight under the new contract. This contract covers staff salaries for the CDBG Division, which includes four full-time employees. The Administrator position is funded at 50%, while the remaining three positions are funded at 100% of salary and benefits under this agreement.

The comparison:

	New Contract	Existing Contract
CDBG Allocation	100%	100%
Neighborhood Stabilization Programs (NSP)	65%	70%
Public Services	15%	15%
Administration	20%	15%
Neighborhood Stabilization Programs (NSP)		
<i>St. Peters portion</i>	Fixed Amount	Fixed Amount
NSP less St Peters portion	100%	100%
<i>City of St Charles (HIP, Admin, Code Enforcement)</i>	54%	50.6%
<i>St. Charles County (HIP, Affordable Rental)</i>	46%	49.4%
Administration	100%	100%
<i>City of St Charles</i>	87%	87%
<i>St. Charles County</i>	13%	13%

NSP allocation City and County

	Existing Contract	New Contract	Existing Contract	New Contract
	Agreed NSP percentage allocation in total allocation	NSP percentage allocation in total allocation	Agreed NSP percentage allocation	NSP percentage allocation
<i>City of St Charles</i>	35.42%	35.42%	50.6%	54.49%*
<i>St. Charles County</i>	34.58%	29.62%	49.4%	45.51%*
Total	70%	65%	100%	100%

The contract and the 2026 budget will use 54% and 46% for City and County respectively instead of 54.49%, 45.51% for NSP allocation

	Urban County Projects	2025	2026	DIFFERENCE (2026-2025)
1	SCC HILP	\$226,491.89	\$188,956.19	-\$37,535.71
2	STP HILP	\$165,000.00	\$165,000.00	\$0.00
3	STP Rehab Admin	\$1,000.00	\$1,000.00	\$0.00
4	CITY HILP	\$126,451.21	\$125,252.91	-\$1,198.29
5	CITY HILP admin	\$97,000.00	\$97,000.00	\$0.00
6	CITY Code Enf.	\$70,000.00	\$70,000.00	\$0.00
7	SCC Rental Rehab	\$60,000.00	\$60,000.00	\$0.00
	NSP Total	\$745,943.10	\$707,209.10	-\$38,734.00
8	CITY Admin	\$139,065.11	\$189,314.44	\$50,249.33
9	SCC Admin	\$20,779.84	\$28,288.36	\$7,508.52
	Admin Total	\$159,844.95	\$217,602.80	\$57,757.85
10	SCC - Homeless Prevention	\$25,000.00	\$25,000.00	\$0.00
11	STP Meals on Wheels	\$10,000.00	\$10,000.00	\$0.00
12	STP Lawn Services	\$6,500.00	\$6,500.00	\$0.00
13	SCC Transportation	\$58,344.95	\$61,702.10	\$3,357.15
14	STP Transportation	\$30,000.00	\$30,000.00	\$0.00
15	SCC CoC and Coordinated Entry	\$20,000.00	\$20,000.00	\$0.00
16	SCC Community Services	\$10,000.00	\$10,000.00	\$0.00
	Public Services Total	\$159,844.95	\$163,202.10	\$3,357.15
	TOTAL CDBG	\$1,065,633.00	\$1,088,014.00	\$22,381.00

Sponsors: Michael Galba

AN ORDINANCE AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN THE CITY OF ST. CHARLES, MISSOURI AND ST. CHARLES COUNTY, MISSOURI RELATING TO THE URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND, SPECIFICALLY, A PROFESSIONAL ADMINISTRATIVE SERVICES AND PROGRAM ADMINISTRATION OF URBAN COUNTY PROGRAMS AGREEMENT FOR THE PERIOD ENDING DECEMBER 31, 2026, WITH AUTOMATIC RENEWALS FOR FOUR (4) ONE-YEAR PERIODS CONCURRENT WITH THE CDBG PROGRAM CONSOLIDATED PLAN PERIOD THROUGH DECEMBER 31, 2030.

WHEREAS, in 1974, the U.S. Congress enacted and the President signed into law "The Housing and Community Development Act of 1974," hereinafter called the "Act," relating to federal involvement in a wide range of housing and community development activities and containing eight separate subtitles; and

WHEREAS, the Act recognized that units of general local government ("UGLG") may enter into cooperation agreements with counties in order to form an "Urban County" and undertake more comprehensive community development activities as authorized by Section 105 of the Act; and

WHEREAS, Section 70.220 of the Revised Statutes of Missouri authorizes execution of intergovernmental agreements between political subdivisions of this State and duly authorized agencies of the United States, and St. Charles County entered into such cooperative agreements with the Cities of Augusta, Cottleville, Dardenne Prairie, Lake St. Louis, St. Charles, St. Paul, St. Peters, Weldon Spring and Wentzville, and thereby such cities joined St. Charles County as an "Urban County" recognized by the Department of Housing and Urban Development ("HUD");

WHEREAS, since beginning about January 1, 2018, St. Charles County has intergovernmental agreements with St. Charles City for the City to administer the Urban County's Community Development Block Grant ("CDBG") funded programs and, thereby, the City provides Urban County professional and administrative services related to CDBG programs; and

WHEREAS, for the City to administer the Urban County's CDBG-funded programs with 2026 funding, it is necessary to enter the program administration agreement authorized herein; and

WHEREAS, the provisions of Sections 70.210 to 70.320, RSMo, empower municipalities or political subdivisions to contract with each other for common services and the

purposes herein set out and authorize the program administration agreement between St. Charles County and the City

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

SECTION 1. An Agreement for Professional Administrative Services and Program Administration of Urban County Programs between the County of St. Charles, Missouri and the City of St. Charles, Missouri for the period ending December 31, 2026, with automatic renewal of the Agreement for four (4) one-year periods concurrent with the CDBG Program Consolidated Plan Period through December 31, 2030, is approved. The Agreement shall be substantially the same in form and content as attached hereto and identified as Exhibit A.

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

Date Passed

Mark Hollander, Presiding Officer



Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz *5/8/2026*

Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk

EXHIBIT A
AGREEMENT BETWEEN
THE COUNTY OF ST. CHARLES, MISSOURI
AND
THE CITY OF ST. CHARLES, MISSOURI
FOR PROFESSIONAL ADMINISTRATIVE SERVICES AND PROGRAM
ADMINISTRATION OF URBAN COUNTY PROGRAMS
Period of January 1, 2026 – December 31, 2026

This “Agreement for Professional Administrative Services and Program Administration of Urban County and City of St Charles” (hereinafter referred to as the “Agreement”) is made as of the _____ day of _____, 2026 between the County of St. Charles, Missouri (hereinafter, the “County”) and the City of St. Charles (hereinafter, the “City”).

WHEREAS, the United States Department of Housing and Urban Development (hereinafter referred to as “HUD”) has designated the County as a grantee to receive Community Development Block Grant (CDBG) entitlement funds and CDBG-CV funds authorized by the CARES Act on behalf of the Urban County;

WHEREAS, to qualify as an “urban county”, St. Charles County has Cooperation Agreements with the City of St Charles, City of Cottleville; the City of Lake St. Louis; the City of St. Peters; the City of Weldon Spring; the City of Dardenne Prairie, the City of Augusta, the City of St. Paul, and the City of Wentzville to cover the period 2026-2030.

WHEREAS, the County and City in consideration of their mutual covenants herein agree in respect to the City’s performance of certain program administration and professional administrative services for the 2026 Urban County CDBG programs and the payment for those services by County as set forth below.

Section 1. Statement of Work

The City shall perform certain professional administrative services as hereinafter stated as may be required for administration of the County’s U.S. Department of Housing and Urban Development’s (hereinafter referred to as “HUD”) CDBG Program. The specific services of the City may change as necessary to meet the Federal, State or local requirements of such contracted program. Such changes shall be mutually agreed upon by and between the County and the City including any increase or decrease in the amount of the City’s compensation and shall be incorporated in written amendments to this Agreement.

The City shall also perform certain program administration services (hereinafter stated) as may be required with respect to specific program activities within the Urban County CDBG Programs that have been approved through Annual Action Plan(s).

During the period covered by this agreement, not less than 70 percent of CDBG funds will be used for activities that benefit low- and moderate-income persons. In addition, each activity will meet one of the following national objectives for the program: benefit low- and moderate- income persons, prevention or elimination of slums or blight, or address community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or

welfare of the community for which other funding is not available. Subrecipient will also provide documentation of National Objectives within Activity project files.

Section 2. Scope of Services by City

A. The City shall provide general management, coordination, monitoring, record retention, and evaluation for the Urban County CDBG Program including:

- 2.1 Preparing required plans including but not limited to the Consolidated Plan, Annual Action Plan, Consolidated Annual Performance and Evaluation Report (CAPER), Environmental Review and other compliance documents related to the Urban County CDBG Program for submission to HUD;
- 2.2 Developing systems for assuring compliance with federal requirements;
- 2.3 Monitoring the Urban County CDBG Program for progress and compliance with federal requirements;
- 2.4 Coordinating the resolution of monitoring and audit findings;
- 2.5 Reporting the Urban County CDBG Program results against stated objectives;
- 2.6 Preparing and publishing all appropriate public hearing notices for citizen input to comply with federal citizen participation requirements of 24 CFR Part 91;
- 2.7 Assisting County with public hearings required for administration of the Urban County CDBG Program and jointly attend these hearings with County, or other community representatives, to document citizen input;
- 2.8 Assisting County and federal Urban County CDBG monitors during annual CDBG Program performance reviews, and assist the County Auditor during Single Audit;
- 2.9 Administering the County's CDBG-funded neighborhood stabilization programs, including processing applications and managing and supervising persons whose primary responsibilities are Urban County CDBG Program administration;
- 2.10 Providing general information to the public regarding the Urban County CDBG Program;
- 2.11 When applicable, assisting the County in complying with regulations governing procedures required by the Uniform Relocation and Assistance and Real Property Acquisition Policies Act of 1970 in relation to the acquisition of property;
- 2.12 Facilitating membership in the St. Louis Home Consortium and the activities with it on behalf of the CDBG and CDBG-CV Programs, including the Consolidated Plan, pursuant to HUD requirements; and
- 2.13 Keeping such financial records, supporting documents, and other records as are required to be maintained by HUD for the CDBG Program.

B. The City shall administer Urban County CDBG Programs in a manner satisfactory to the County and consistent with the Annual Action Plans (AAP) and any standards required. These administrative services include:

- 2.14 Administering home improvement loans for qualifying "Urban County" residents eligible based on income. The HIP programs of the City of St Peters is excluded from this Agreement.

The major tasks that the City will perform in connection with the Home Improvement Loan Program include, but are not limited to, the following:

1) Refinement of HIP plans, procedures and forms: the City will develop the program design and procedures for the HIP with the County's review and approval (including but not limited to the priorities among applicants and among rehabilitation measures, the limits and structure of financial assistance, and the recapture and affordability policies), as well as any other necessary forms, documents or sample contracts.

2) Outreach: the City will promote the HIP to help attract enough eligible applicants from the St. Charles Urban County to participate in the program to meet the Annual Action Plan housing rehabilitation goals for completed units.

3) Intake/assessment of eligibility: the City will assist residents of the St. Charles Urban County by answering questions that may arise regarding the Home Improvement Loan Program or application prior to the submission deadline. The County will make provision for translation services to meet the needs of non-English-speaking applicants should they be requested. Initial eligibility determination of households will be made by the City on the basis of satisfaction of income according to the most current income limits established by HUD and residency.

4) Contractors: the City will assist in resolving disputes that may arise between an applicant and a contractor during the course of eligible rehabilitation projects. The City will not endorse any contractors.

5) Initial & Final Inspection: the City will confirm satisfactory final inspection prior to the final payment. The County will provide initial and final inspections for approved projects within their jurisdiction and the Urban County's participating municipal jurisdictions for areas under municipal jurisdiction will provide inspections accordingly, when applicable.

6) Approval of contractor payments: the City will ensure proper payments are made according to terms of approved bids.

7) Maintenance of case files and other records: the City will maintain program and financial records in accordance with the general requirements for record keeping specified in Section 10.4 of this Agreement.

2.15. Managing the St. Charles Urban County's transportation program that provides trips to medical services, shopping and essential services for qualifying St. Charles Urban County residents (eligible based on age, disability and income) who may lack access to a vehicle or are unable to drive. The transportation program of the City of St Peters is excluded from this Agreement.

The major tasks that the City will perform in connection with the provision of the eligible transportation program include, but are not limited to, the following:

1) Outreach: The City will conduct outreach to promote program.

2) Intake/assessment of eligibility: Accept applications and perform eligibility determinations.

3) Program Administration: Assist in reviewing bid proposals and contracts, prior to being awarded, and administer the transportation program to comply with the approved contract between the County and transportation provider.

4) Maintenance of case files and other records: The City will maintain program and financial records in accordance with the general requirements for record keeping specified in Section 10.4 of this Agreement.

2.16 Processing subrecipient and beneficiary payments for awarded funding, monitoring the activities of the subrecipient, and maintaining financial and other records provided by subrecipient in accordance with Section 10.4 of this Agreement.

The major tasks that the City will perform in connection with the provision of the eligible public services program include, but are not limited to, the following:

1) Outreach: the City will work with the subrecipient to ensure that enough eligible applicants from the St. Charles Urban County participate in the programs to meet the goal of assisting eligible persons determined in the AAP.

2) Intake/assessment of eligibility: the City will assist residents of St. Charles Urban County by answering questions that may arise regarding the program.

3) Communication: the City will act as a liaison between the participant and contracted subrecipient providing the service.

4) Maintenance of case files and other records: The City will maintain program and financial records in accordance with the general requirements for record keeping specified in Section VIII of this Agreement.

2.17 Processing subrecipient payments and monitoring activity of subrecipient for the Affordable Rental Program (as defined in the Policies and Procedures Manual) and maintain financial and other records provided by subrecipient in accordance with Section 10.4 of this Agreement.

2.18 Maintaining the day-to-day performance for the HOME programs. This includes, but not limited to, assisting home buyers, verifying that homes are not located in the floodplain, scheduling any necessary inspections, and carrying out public outreach such as conducting a homebuyer workshop to include fair housing education.

C. The City shall administer the St Charles City CDBG Code Enforcement Program in a manner satisfactory to the County and consistent with the Annual Action Plan (AAP) and any standards required. These services include:

2.19 Providing Code Enforcement program services such as the program delivery costs for Urban County rehabilitation programs including but not limited to staff time, recording fees

and communication with residents within US Census Tracts where the populations are at least 51% low- moderate income.

The major tasks that the City will perform, in connection with the Code Enforcement Program include, but are not limited to, the following:

1) Outreach: the City will promote the Code Enforcement program within the designated low- to moderate-income census tracts, to ensure that enough eligible applicants participate in the program to meet the annual goal of code compliance.

2) Intake/assessment of eligibility: the City will assist residents of the City of St. Charles by providing rental inspections prior to occupancy, and enforcement of international property maintenance code compliance consistent with the AAP.

3) Maintenance of case files and other records: The Subrecipient will maintain program and financial records in accordance with the general requirements for record keeping specified in Section VIII of this Agreement.

2.20 Covering administrative costs associated with Rehabilitation programs to include but not limited to salaries, recording fees, and postage.

Section 3. Scope of Services not by City

City services shall not include the A-133 Audit. City services also do not include management for projects and activities eligible under Part 570.201 through 570.204 as may be approved in the Urban County Consolidated Plan. City shall not be required to advance funds from its own resources to pay for any program requirements or projects or activities approved under the Consolidated Plan.

Section 4. County's Responsibilities

The County shall:

- 4.1 Provide all criteria and full information as to County's requirements of the Urban County CDBG Program and furnish copies of all documents related to such Program as required for program reporting;
- 4.2 Assist City by placing, at its disposal, all available information pertinent to the general administration of the Urban County CDBG and HOME;
- 4.3 Give prompt written notice to City whenever County observes or otherwise becomes aware of any development that affects the timing of the City's services; and
- 4.4 Develop and/or maintain the Citizen Participation Plan and participate in implementation and on-going public participation activities and responsibilities.

- 4.5 Assist City in promotion of Urban County programs to increase participation and expenditure of program funds to meet timeliness ratio as required by HUD; and
- 4.6 Conduct A-133 audits; and
- 4.7 Develop interagency agreements, requests for proposals/qualifications, and agreements with subrecipients and contractors to carry out eligible program activities including the preparation of procurement and contract documents with information received from the City. County's responsibility shall include any affordability agreements, affordability deed restrictions, and any other regulatory agreements necessary to effectuate affordable rentals or similarly situated properties and programs.

Section 5. Additional Scope of Services

The County may from time-to-time request changes in the scope of the services of the City to be performed hereunder. Such changes, including any increase or decrease in the amount of the City's compensation or increase or decrease in the time of performance, which are mutually agreed upon by and between the County and the City, shall be incorporated in written amendments to this Agreement.

Section 6. Term of this Agreement

The period of this Agreement shall commence on January 1, 2026 and expire on December 31, 2026, with automatic renewal of this Agreement terms for four (4) additional one-year periods concurrent with the CDBG Program Consolidated Plan Period, or until final programmatic closeout of the specified programs/activities covered under this Agreement and within the Annual Action Plans; or whichever is longer. This agreement can be revoked in writing by either party with a minimum of one hundred and eighty (180) days written notice.

Section 7. Compensation to City

7.1 The annual CDBG administration allocation shall not exceed twenty percent (20%) of the total annual CDBG funding. The County may deduct up to thirteen percent (13%) of the CDBG administration allocation to provide for administrative services not performed by the City. The City's compensation for annual CDBG professional administrative services under this Agreement shall be the remaining balance of the administration allocation. The City's compensation for CDBG-CV professional administrative services under this Agreement shall be \$19,550. Such compensation includes staff and overhead costs directly related to carrying out eligible activities pursuant to 24 CFR Part 570.201 through 570.204. The annual CDBG Neighborhood Stabilization Program (NSP) allocation shall not exceed sixty-five percent (65%) of the total annual CDBG funding. For purposes of calculating the County's deduction, the City of St. Peters' allocated share shall first be excluded from the NSP allocation, and the County may deduct up to forty-six percent (46%) of the remaining amount.

7.2 Preparation and submittal of various documents such as the Annual Action Plan are required to be completed in the year prior to the County receiving funds. The City acknowledges that such will be accomplished by City to meet deadlines required by HUD with no additional compensation from the County. The amount for services rendered by the City for all months preceding receipt of CDBG funds for any given fiscal year shall be payable upon

receipt of those funds. Thereafter, the County shall pay the City's monthly draw requests for administrative costs.

7.3 The compensation to City for administration of specified St. Charles Urban County activities will be determined in accordance with the HUD-allowable staff and overhead costs directly related to carrying out activities eligible under Part 24, sections 570.201 through 570.204, of the Code of Federal Regulations.

Section 8. Termination of this Agreement

This Agreement may be terminated by the County in writing to City upon no less than one hundred and eighty (180) days' notice. If this Agreement is terminated, the City will be paid for the pro-rated share for administration services incurred up to the termination date and all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the City under this Agreement shall be promptly returned to the County.

Section 9. Assignment

9.1 In respect to all covenants, agreements, and obligations stated in this Agreement, the County and City each binds itself and its successors, assigns and legal representatives to the other party to this Agreement

9.2 Neither County nor City shall assign, subcontract, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement. Nothing contained in this Section 9.2 shall prevent City from employing such independent individuals, associates, and subcontractors as City may deem appropriate to assist City in the performance of service hereunder.

9.3 Neither County nor City shall assign, subcontract, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Annual Agreement without the written consent of the other and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to or assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Annual Agreement. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Annual Agreement. Nothing contained in this Section 10.2 shall prevent City from employing such independent individuals, associates, and subcontractors as City may deem appropriate to assist City in the performance of service hereunder.

Section 10. General Considerations

10.1 Compliance with Grant Requirements. The City shall comply with all applicable rules, regulations, laws, and requirements in relation to the County CDBG Program as distributed by HUD.

10.2 Compliance with Local Laws. The City shall comply with all applicable laws, ordinances and codes of the State and local governments, and the City shall save the County harmless

with respect to any damages arising from any tort done in performing any of the work embraced by this Professional Services Agreement.

10.3 Personnel.

10.3.1 The City represents that it has, or will secure all personnel required in performing the services under this Agreement. City may hire and/or contract for the employment of personnel to perform services under this Agreement. Such personnel shall not hold any additional contractual relationship with the County or present any additional conflict of interest with the County or City.

10.3.2 All of the services required hereunder will be performed by the City or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

10.4 Records and Information.

10.4.1 The City shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all Urban County CDBG and CDBG-CV Program project costs and such other records as may be deemed necessary by this Agreement to assure proper accounting for all project funds, both federal and non-federal shares.

10.4.2 These required records shall be made available for inspection by authorized representatives of the County, HUD, or the Federal Government during normal business hours of the City.

10.4.3 These required records shall be retained for three years after final payment by County to City for services performed under this Agreement, or as otherwise required by HUD. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until December 31, 2023, whichever is later.

10.5 Confidentiality. All requests for information regarding the Urban County CDBG Program that may be considered of a confidential nature shall be referred directly to the County.

10.6 Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the City.

Section 11. Compliance with Federal Regulations

This Agreement is subject to and incorporates the terms of Subpart K of the CDBG Regulations and all other applicable Federal Standard Provisions, including the following:

11.1. The City will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant order of the Secretary of Labor. City agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, color or

national origin. City will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfers, rates of pay or other forms of compensation, and selection for training, including apprenticeship. City agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination requirement.

Section 12. Notices and Communication

Notices required by this Agreement shall be in writing and delivered via mail, commercial courier, or personal delivery or sent by facsimile or other electronic means provided that receipt is confirmed. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

The below named individuals shall be the authorized representatives of the County and City. Communication and details concerning this contract shall be directed as follows:

County

Pinar Turker, Ph.D.
Community Services Grants Manager
St. Charles County Government
201 N. Second St. – Suite 420
St. Charles, MO 63301
636-949-7900 ext. 7221
pturker@sccmo.org

City

Kathleen Thompson
CDBG Urban County Administrator
City of St. Charles
200 N. Second St. – Suite 303
St. Charles, MO 63301
636-949-3214
kathleen.Thompson@stcharlescitemo.gov

Section 13. Entire Agreement

This Agreement constitutes the entire agreement between the County and City and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement as of the day and year first above written.

COUNTY:

COUNTY OF ST. CHARLES, MISSOURI:

Approved as to form:

Steve Ehlmann, County Executive

St. Charles County Counselor

ATTEST:

County Registrar

THE CITY OF ST. CHARLES, MISSOURI:

PROGRAM ADMINISTRATOR:

Daniel J. Borgmeyer, Mayor

Kathleen Thompson,
CDBG Urban County Administrator

ATTEST:

CITY CLERK



EXHIBIT A
AGREEMENT BETWEEN
THE COUNTY OF ST. CHARLES, MISSOURI
AND
THE CITY OF ST. CHARLES, MISSOURI
FOR PROFESSIONAL ADMINISTRATIVE SERVICES AND PROGRAM
ADMINISTRATION OF URBAN COUNTY PROGRAMS
Period of January 1, 2026 – December 31, 2026

This “Agreement for Professional Administrative Services and Program Administration of Urban County and City of St Charles” (hereinafter referred to as the “Agreement”) is made as of the ____ day of _____, 2026 between the County of St. Charles, Missouri (hereinafter, the “County”) and the City of St. Charles (hereinafter, the “City”).

WHEREAS, the United States Department of Housing and Urban Development (hereinafter referred to as “HUD”) has designated the County as a grantee to receive Community Development Block Grant (CDBG) entitlement funds and CDBG-CV funds authorized by the CARES Act on behalf of the Urban County;

WHEREAS, to qualify as an “urban county”, St. Charles County has Cooperation Agreements with the City of St Charles, City of Cottleville; the City of Lake St. Louis; the City of St. Peters; the City of Weldon Spring; the City of Dardenne Prairie, the City of Augusta, the City of St. Paul, and the City of Wentzville to cover the period 2026-2030.

WHEREAS, the County and City in consideration of their mutual covenants herein agree in respect to the City’s performance of certain program administration and professional administrative services for the 2026 Urban County CDBG programs and the payment for those services by County as set forth below.

Section 1. Statement of Work

The City shall perform certain professional administrative services as hereinafter stated as may be required for administration of the County’s U.S. Department of Housing and Urban Development’s (hereinafter referred to as “HUD”) CDBG Program. The specific services of the City may change as necessary to meet the Federal, State or local requirements of such contracted program. Such changes shall be mutually agreed upon by and between the County and the City including any increase or decrease in the amount of the City’s compensation and shall be incorporated in written amendments to this Agreement.

The City shall also perform certain program administration services (hereinafter stated) as may be required with respect to specific program activities within the Urban County CDBG Programs that have been approved through Annual Action Plan(s).

During the period covered by this agreement, not less than 70 percent of CDBG funds will be used for activities that benefit low- and moderate-income persons. In addition, each activity will meet one of the following national objectives for the program: benefit low- and moderate- income persons, prevention or elimination of slums or blight, or address community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or

welfare of the community for which other funding is not available. Subrecipient will also provide documentation of National Objectives within Activity project files.

Section 2. Scope of Services by City

A. The City shall provide general management, coordination, monitoring, record retention, and evaluation for the Urban County CDBG Program including:

- 2.1 Preparing required plans including but not limited to the Consolidated Plan, Annual Action Plan, Consolidated Annual Performance and Evaluation Report (CAPER), Environmental Review and other compliance documents related to the Urban County CDBG Program for submission to HUD;
- 2.2 Developing systems for assuring compliance with federal requirements;
- 2.3 Monitoring the Urban County CDBG Program for progress and compliance with federal requirements;
- 2.4 Coordinating the resolution of monitoring and audit findings;
- 2.5 Reporting the Urban County CDBG Program results against stated objectives;
- 2.6 Preparing and publishing all appropriate public hearing notices for citizen input to comply with federal citizen participation requirements of 24 CFR Part 91;
- 2.7 Assisting County with public hearings required for administration of the Urban County CDBG Program and jointly attend these hearings with County, or other community representatives, to document citizen input;
- 2.8 Assisting County and federal Urban County CDBG monitors during annual CDBG Program performance reviews, and assist the County Auditor during Single Audit;
- 2.9 Administering the County's CDBG-funded neighborhood stabilization programs, including processing applications and managing and supervising persons whose primary responsibilities are Urban County CDBG Program administration;
- 2.10 Providing general information to the public regarding the Urban County CDBG Program;
- 2.11 When applicable, assisting the County in complying with regulations governing procedures required by the Uniform Relocation and Assistance and Real Property Acquisition Policies Act of 1970 in relation to the acquisition of property;
- 2.12 Facilitating membership in the St. Louis Home Consortium and the activities with it on behalf of the CDBG and CDBG-CV Programs, including the Consolidated Plan, pursuant to HUD requirements; and
- 2.13 Keeping such financial records, supporting documents, and other records as are required to be maintained by HUD for the CDBG Program.

B. The City shall administer Urban County CDBG Programs in a manner satisfactory to the County and consistent with the Annual Action Plans (AAP) and any standards required. These administrative services include:

- 2.14 Administering home improvement loans for qualifying "Urban County" residents eligible based on income. The HIP programs of the City of St Peters is excluded from this Agreement.

The major tasks that the City will perform in connection with the Home Improvement Loan Program include, but are not limited to, the following:

1) Refinement of HIP plans, procedures and forms: the City will develop the program design and procedures for the HIP with the County's review and approval (including but not limited to the priorities among applicants and among rehabilitation measures, the limits and structure of financial assistance, and the recapture and affordability policies), as well as any other necessary forms, documents or sample contracts.

2) Outreach: the City will promote the HIP to help attract enough eligible applicants from the St. Charles Urban County to participate in the program to meet the Annual Action Plan housing rehabilitation goals for completed units.

3) Intake/assessment of eligibility: the City will assist residents of the St. Charles Urban County by answering questions that may arise regarding the Home Improvement Loan Program or application prior to the submission deadline. The County will make provision for translation services to meet the needs of non-English-speaking applicants should they be requested. Initial eligibility determination of households will be made by the City on the basis of satisfaction of income according to the most current income limits established by HUD and residency.

4) Contractors: the City will assist in resolving disputes that may arise between an applicant and a contractor during the course of eligible rehabilitation projects. The City will not endorse any contractors.

5) Initial & Final Inspection: the City will confirm satisfactory final inspection prior to the final payment. The County will provide initial and final inspections for approved projects within their jurisdiction and the Urban County's participating municipal jurisdictions for areas under municipal jurisdiction will provide inspections accordingly, when applicable.

6) Approval of contractor payments: the City will ensure proper payments are made according to terms of approved bids.

7) Maintenance of case files and other records: the City will maintain program and financial records in accordance with the general requirements for record keeping specified in Section 10.4 of this Agreement.

2.15. Managing the St. Charles Urban County's transportation program that provides trips to medical services, shopping and essential services for qualifying St. Charles Urban County residents (eligible based on age, disability and income) who may lack access to a vehicle or are unable to drive. The transportation program of the City of St Peters is excluded from this Agreement.

The major tasks that the City will perform in connection with the provision of the eligible transportation program include, but are not limited to, the following:

1) Outreach: The City will conduct outreach to promote program.

2) Intake/assessment of eligibility: Accept applications and perform eligibility determinations.

3) Program Administration: Assist in reviewing bid proposals and contracts, prior to being awarded, and administer the transportation program to comply with the approved contract between the County and transportation provider.

4) Maintenance of case files and other records: The City will maintain program and financial records in accordance with the general requirements for record keeping specified in Section 10.4 of this Agreement.

2.16 Processing subrecipient and beneficiary payments for awarded funding, monitoring the activities of the subrecipient, and maintaining financial and other records provided by subrecipient in accordance with Section 10.4 of this Agreement.

The major tasks that the City will perform in connection with the provision of the eligible public services program include, but are not limited to, the following:

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2) Intake/assessment of eligibility: the City will assist residents of St. Charles Urban County by answering questions that may arise regarding the program.

3) Communication: the City will act as a liaison between the participant and contracted subrecipient providing the service.

4) Maintenance of case files and other records: The City will maintain program and financial records in accordance with the general requirements for record keeping specified in Section VIII of this Agreement.

2.17 Processing subrecipient payments and monitoring activity of subrecipient for the Affordable Rental Program (as defined in the Policies and Procedures Manual) and maintain financial and other records provided by subrecipient in accordance with Section 10.4 of this Agreement.

2.18 Maintaining the day-to-day performance for the HOME programs. This includes, but not limited to, assisting home buyers, verifying that homes are not located in the floodplain, scheduling any necessary inspections, and carrying out public outreach such as conducting a homebuyer workshop to include fair housing education.

C. The City shall administer the St Charles City CDBG Code Enforcement Program in a manner satisfactory to the County and consistent with the Annual Action Plan (AAP) and any standards required. These services include:

2.19 Providing Code Enforcement program services such as the program delivery costs for Urban County rehabilitation programs including but not limited to staff time, recording fees

and communication with residents within US Census Tracts where the populations are at least 51% low- moderate income.

The major tasks that the City will perform, in connection with the Code Enforcement Program include, but are not limited to, the following:

1) Outreach: the City will promote the Code Enforcement program within the designated low- to moderate-income census tracts, to ensure that enough eligible applicants participate in the program to meet the annual goal of code compliance.

2) Intake/assessment of eligibility: the City will assist residents of the City of St. Charles by providing rental inspections prior to occupancy, and enforcement of international property maintenance code compliance consistent with the AAP.

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2.20 Covering administrative costs associated with Rehabilitation programs to include but not limited to salaries, recording fees, and postage.

Section 3. Scope of Services not by City

City services shall not include the A-133 Audit. City services also do not include management for projects and activities eligible under Part 570.201 through 570.204 as may be approved in the Urban County Consolidated Plan. City shall not be required to advance funds from its own resources to pay for any program requirements or projects or activities approved under the Consolidated Plan.

Section 4. County's Responsibilities

The County shall:

- 4.1 Provide all criteria and full information as to County's requirements of the Urban County CDBG Program and furnish copies of all documents related to such Program as required for program reporting;
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- 4.3 Give prompt written notice to City whenever County observes or otherwise becomes aware of any development that affects the timing of the City's services; and
- 4.4 Develop and/or maintain the Citizen Participation Plan and participate in implementation and on-going public participation activities and responsibilities.

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- 10.4.1 The City shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all Urban County CDBG and CDBG-CV Program project costs and such other records as may be deemed necessary by this Agreement to assure proper accounting for all project funds, both federal and non-federal shares.
- 10.4.2 These required records shall be made available for inspection by authorized representatives of the County, HUD, or the Federal Government during normal business hours of the City.
- 10.4.3 These required records shall be retained for three years after final payment by County to City for services performed under this Agreement, or as otherwise required by HUD. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until December 31, 2023, whichever is later.

10.5 Confidentiality. All requests for information regarding the Urban County CDBG Program that may be considered of a confidential nature shall be referred directly to the County.

10.6 Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the City.

Section 11. Compliance with Federal Regulations

This Agreement is subject to and incorporates the terms of Subpart K of the CDBG Regulations and all other applicable Federal Standard Provisions, including the following:

11.1. The City will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant order of the Secretary of Labor. City agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, color or

national origin. City will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfers, rates of pay or other forms of compensation, and selection for training, including apprenticeship. City agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination requirement.

Section 12. Notices and Communication

Notices required by this Agreement shall be in writing and delivered via mail, commercial courier, or personal delivery or sent by facsimile or other electronic means provided that receipt is confirmed. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

The below named individuals shall be the authorized representatives of the County and City. Communication and details concerning this contract shall be directed as follows:

County
Pinar Turker, Ph.D.
Community Services Grants Manager
St. Charles County Government
201 N. Second St. – Suite 420
St. Charles, MO 63301
636-949-7900 ext. 7221
pturker@sccmo.org

City
Kathleen Thompson
CDBG Urban County Administrator
City of St. Charles
200 N. Second St. – Suite 303
St. Charles, MO 63301
636-949-3214
kathleen.Thompson@stcharlescitemo.gov

Section 13. Entire Agreement

This Agreement constitutes the entire agreement between the County and City and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement as of the day and year first above written.

COUNTY:
COUNTY OF ST. CHARLES, MISSOURI:

Approved as to form:

Steve Ehlmann, County Executive

St. Charles County Counselor

ATTEST:

County Registrar

THE CITY OF ST. CHARLES, MISSOURI:

PROGRAM ADMINISTRATOR:

Daniel J. Borgmeyer, Mayor

Kathleen Thompson,
CDBG Urban County Administrator

ATTEST:

CITY CLERK



RCA FORM (OFFICE USE ONLY)

MEETING/DATE: 05/19/2026

Regular (X) Special () Work Session ()

ATTACHMENT: YES (X) NO ()

Line of Succession (X)

Request for Council Action

Description: Announcement of Line of Succession

Summary:

In accordance with Section 110.030(C) of the City Code, a lottery was held to determine the Line of Succession of Council members. I have attached a copy of the Line Succession as determined on May 6, 2026, for receipt by the Council.

FORM OF MOTION: I move to receive the Announcement of Council Line of Succession.

By: Kimberly Hudson, City Clerk

Date: 05/06/2026

**St. Charles City Council
Line of Succession
May 6, 2026**

By Section 110.030 (C) of the Code of Ordinances

1. President of the Council: Mark Hollander
2. Vice-President: Justin Foust

By Lottery:

3. Michael Galba
4. Steve Hollander
5. Scott Shipman
6. Bart Haberstroh
7. Brian Gould
8. Denise Mitchell
9. Chris Kyle
10. Vince Ratchford

Lottery Drawing Date: Wednesday, May 6, 2026

Conducted by: Kimberly Hudson

Witnessed by: Emily Galantowicz
Chris Kalips
Crystal Mischeaux

RCA FORM (OFFICE USE ONLY)

Bill #N/A

MEETING/DATE: 05/19/2026

Regular Special Work Session

ATTACHMENT: YES NO

Liaison and Committee Lists

Request for Council Action

Description: Recommendation for Appointments to Council Committees and Assignment of Council Liaisons to Mayor's Boards, Commissions and Committees

Summary:

Attached is a list of recommendations for Council Liaisons to Boards, Commissions, and Committees; and Membership of the Council Committee for Council approval.

FORM OF MOTION: I move to approve the appointments to the Council Committee and assignments of Council Liaisons to the Mayor's Boards, Commissions and Committees as presented by Council President Mark Hollander.

By: President of the Council Mark Hollander

Date: 05/13/2026

2026 / 2027 City Council Liaisons

Audit Committee	Bart Haberstroh
Convention & Visitors Commission (Tourism)	Mark Hollander
.....	Denise Mitchell, Alternate
Council Liaison for Education.....	Michael Galba
Council Liaison for Sister Cities	Justin Foust
Landmarks Board	Scott Shipman
Local Housing Authority	Scott Shipman
Parks & Recreation Board	Denise Mitchell
Planning & Zoning Commission	Steve Hollander
.....	Mark Hollander, Alternate
Senior Citizens Advisory Commission	Bart Haberstroh
Main Street Special Business District Advisory Board ...	Mark Hollander
.....	Brian Gould, Alternate
Veterans Commission.....	Brian Gould
Frenchtown Special Business District Advisory Board.....	Chris Kyle
.....	Bart Haberstroh, Alternate

May 19, 2026

2026 / 2027 City Council Committees

Street Committee

Brian Gould

Bart Haberstroh

Michael Galba

Vince Ratchford

Mark Hollander

Alternate: Chris Kyle