

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, June 23, 2026
7:00 p.m.

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

1. ROLL CALL
2. INVOCATION AND PLEDGE OF ALLEGIANCE
3. PRESENTATIONS/AWARDS/PROCLAMATIONS
 - A. Presentation Relative to New Resources for Online Access to Restraining Orders and Relief for Victims of Abuse (*Presented by Judge Denise Childress; Referred by Councilmember Denise Mitchell and Council President Mark Hollander*)
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. Senior Citizen Advisory Commission Presentation on the AARP Age-Friendly City Survey Report 2026
 - B. Appointments to Boards, Commissions, Committees
 - C. Appointment of Thomas Bruening to Fill the Unexpired Term of Councilmember Scott Shipman, Ward 4
 - D. Removal from 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 May 12, 2026
 - 2. Regular City Council Meeting of May 19, 2026
 - 3. Council Work Session of June 2, 2026
 - 4. Public Hearing of June 2, 2026

- B. Receipt of Reports from Boards, Commissions and Committees
 - 1. The Greater Saint Charles Convention & Visitors Commission Meeting of April 23, 2026
 - 2. Main Street Special District Advisory Board Meeting of May 7, 2026
 - 3. Veterans Commission Meeting of May 11, 2026
 - 4. Senior Citizen Advisory Commission of May 12, 2026
 - 5. Frenchtown Special Business District Advisory Board of May 14, 2026
 - 6. Landmarks Board Meeting of April 20, 2026
 - 7. Landmarks Board Meeting of May 18, 2026

- C. Receipt of Director of Administration Reports
 - 1. FITS Report – May 2026
 - 2. Emergency Purchase – St. Louis Gate Company

- D. Approval of Contracts and Easements
 - 1. Contract with SAK Construction, LLC for Storm Sewer CIPP Rehabilitation in an Amount Not to Exceed \$316,308.51
 - 2. Agreement with TraMar Contracting, Inc. for City-wide Street Striping Services in the Amount of \$200,000.00
 - 3. Agreement with MACC Contracting, Inc. for 2026 City-Wide Mowing Services in an Amount Not to Exceed \$209,400.00
 - 4. Agreement with Truck Centers, Inc. to Purchase Three (3) New 2027 Freightliner 114SD Semi Tractor Trucks through MoDOT Cooperative Contract No. 60526CO0171 in an Amount Not to Exceed \$425,286.00
 - 5. Authorization to Execute Change Order No. 2 with Sweetens Concrete Services, LLC. for the Muegge Road Rehabilitation Project in the Amount of \$169,653.58, total project not to exceed \$2,273,127.20
 - 6. Agreement with HR Green, Inc. for the Design of the First Capitol Shared Use Path (SUP) Bridge in an Amount not to Exceed \$258,699.12
 - 7. Agreement with HR Green, Inc. for the Design of the First Capitol & Kingshighway Roundabout in an Amount not to Exceed \$337,216.35
 - 8. Agreement with HR Green, Inc. for the Design of the First Capitol Improvements West Clay to Kingshighway in an Amount Not to Exceed \$508,388.79
 - 9. Agreement with Arthur J. Gallagher Risk Management Services, Inc. Authorizing Binding Coverage for City's Property Insurance Coverage for the Term July 1, 2026 through June 30, 2027 in an Amount Not to Exceed \$796,000.00
 - 10. Acceptance of the Missouri Division of Tourism FY27 Cooperative Marketing Program Agreement in the Amount of \$280,000

- E. Preliminary Plats

F. Miscellaneous

1. Report of the Court Administrator of Monies Collected and Deposited – May 2026
2. Findings of Fact and Conclusions of Law to Support Council’s Decision for the Appeal from HLPARB’s SP-2026-8 Certificate of Appropriateness to Demolish a Single-Family Dwelling Located at 201 South 7th Street
3. Findings of Fact and Conclusions of Law to Support Council’s Decision for the Appeal from HLPARB’s SP-2026-13 Certificate of Appropriateness to Demolish a Commercial Structure Located at 700 First Capitol Drive
4. Findings of Fact and Conclusions of Law to Support Council’s Decision for the Appeal from HLPARB’s SP-2026-14 Certificate of Appropriateness to Demolish a Single-Family Dwelling Located at 708 First Capitol Drive

9. ITEMS REMOVED FROM THE CONSENT AGENDA

10. RESOLUTIONS

11. BILLS FOR FINAL PASSAGE

BILL 14090

AN ORDINANCE TO ESTABLISH THE ZONING FOR A 97.38-ACRE TRACT OF LAND LOCATED AT 2451 HIGHWAY B TO THE SAINT CHARLES CITY ZONING DISTRICT “A” AGRICULTURAL DISTRICT (*SPONSOR: MICHAEL GALBA*)

BILL 14091

AN ORDINANCE AUTHORIZING THE VACATION OF AN EXISTING PERMANENT DRAINAGE EASEMENT LOCATED ON A TRACT OF LAND WITH PARCEL IDENTIFICATION NUMBER 3-0117-1198-00-0021.1000000 AND, MORE SPECIFICALLY, ALONG THE WESTERN RIGHT-OF-WAY OF ARENA PARKWAY AS RECORDED IN DEED BOOK 2188 PAGE 1671 OF THE ST. CHARLES COUNTY RECORDER OF DEEDS (*SPONSOR: MARK HOLLANDER*)

BILL 14092

AN ORDINANCE DECLARING REAL PROPERTY CONSISTING OF APPROXIMATELY 16.5 ACRES, MORE OR LESS, OF LAND WITHIN THE AREA OF THE RIVERPOINTE DEVELOPMENT COMMONLY KNOWN AS PHASE 2, WHICH CONTAINS PORTIONS OF THE PARCELS WITH PARCEL IDENTIFICATION NUMBERS OF 6-0023-D161-00-000B.0000000, 3-0012-S007-00-0028.1110000, 3-0012-S007-00-0028.1111000, AND 3-0162-2982-00-0028.1000000 AS SURPLUS PROPERTY; AUTHORIZING DISPOSAL BY SALE TO EDWARD ROSE PROPERTIES, INC., FOR THE SALE PRICE OF \$6.45 PER SQUARE FOOT; AND GRANTING CONTINUING AUTHORITY TO EXECUTE DOCUMENTS NECESSARY TO CARRY OUT THE INTENT OF THIS ORDINANCE (*SPONSOR: VINCE RATCHFORD*)

12. BILLS FOR INTRODUCTION

BILL 14093

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL MEMORANDUM OF UNDERSTANDING BETWEEN AND AMONG THE CITY OF ST. CHARLES, MISSOURI, ON BEHALF OF ITS POLICE DEPARTMENT, AND THE POLICE DEPARTMENTS OF THE CITY OF O’FALLON, THE CITY OF COTTLEVILLE, THE CITY OF LAKE ST. LOUIS, THE CITY OF ST. PETERS, AND THE CITY OF

WENTZVILLE, PERTAINING TO THE TERMS UNDER WHICH THESE AGENCIES SHALL PARTICIPATE IN THE OPERATION AND SERVICES OF THE REAL-TIME INFORMATION CENTER (“RTIC”) ESTABLISHED AND OPERATED BY THE CITY OF O’FALLON (*SPONSORS: CHRISTOPHER KYLE, MARK HOLLANDER, VINCE RATCHFORD, DENISE MITCHELL, JUSTIN FOUST, BRIAN GOULD, MICHAEL GALBA, BART HABERSTROH AND STEVE HOLLANDER*)

BILL 14094

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 #6) (*SPONSOR: BART HABERSTROH*)

BILL 14095

AN ORDINANCE AMENDING SECTION 115.310 OF THE CODE OF ORDINANCES TO UPDATE THE LIST OF PERSONS REQUIRED TO FILE A FINANCIAL DISCLOSURE REPORT (*SPONSOR: MARK HOLLANDER*)

BILL 14096

AN ORDINANCE AMENDING SECTION 125.040 OF THE CODE OF ORDINANCES PERTAINING TO THE MEETINGS OF A CITY COMMITTEE TO ADD THE REQUIREMENT OF NOTICE TO AND ATTENDANCE OF THE CITY ATTORNEY OR DESIGNATED REPRESENTATIVE AT CLOSED SESSIONS (*SPONSOR: MARK HOLLANDER*)

BILL 14097

AN ORDINANCE AMENDING SECTION 140.050 OF THE CODE OF ORDINANCES RELATED TO SETTLEMENT AUTHORITY FOR CLAIMS AGAINST THE CITY (*SPONSOR: MARK HOLLANDER*)

BILL 14098

AN ORDINANCE APPROVING THE RECORD PLAT FOR TRUMAN MEADOWS, A SUBDIVISION OF THE CITY OF SAINT CHARLES, MISSOURI (*SPONSOR: JUSTIN FOUST*)

BILL 14099

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 #7) (*SPONSORS: STEVE HOLLANDER AND MARK HOLLANDER*)

BILL 14100

AN ORDINANCE AUTHORIZING THE VACATION OF CERTAIN WATER AND SEWER EASEMENTS AND EASEMENT RIGHTS LOCATED WITHIN THE NEW STONE SUBDIVISION ON THREE (3) TRACTS OF LAND WITH PARCEL IDENTIFICATION NUMBERS 6-014A-D177-00-0001.0000000 AND 6-014A-D177-00-0002.0000000 AND 6-014A-D177-00-0003.0000000, AND, MORE SPECIFICALLY, WITH ADDRESSES OF 1038, 1034 AND 1030 SOUTH MAIN STREET, RESPECTIVELY, AND GENERALLY LOCATED AT THE INTERSECTION WITH BARBOUR STREET AS RECORDED IN DEED BOOK

BILL 14101

AN ORDINANCE AMENDING SECTION 510.050 OF THE CODE OF ORDINANCES OF THE CITY OF SAINT CHARLES, MISSOURI PERTAINING TO THE REQUIREMENTS TO OBTAIN CERTAIN PERMITS (SPONSOR: MARK HOLLANDER)

BILL 14102

AN ORDINANCE AMENDING SECTION 350.397 OF THE CODE OF ORDINANCES TO SPECIFICALLY INCLUDE MULTI-FAMILY DEVELOPMENTS THAT WILL BE REQUIRED TO HAVE A MINIMUM NUMBER OF RESERVED PARKING SPACES FOR PERSONS WITH PHYSICAL DISABILITIES (SPONSOR: MARK HOLLANDER)

BILL 14103

AN ORDINANCE REPEALING CODE OF ORDINANCES SECTION 720.010 PERTAINING TO THE FARE STRUCTURE FOR THE CITY OF ST. CHARLES, MISSOURI, TRANSIT BUS SERVICE (SPONSOR: MARK HOLLANDER)

BILL 14104

AN ORDINANCE AUTHORIZING A COOPERATIVE AGREEMENT BETWEEN BOONE COUNTY, MISSOURI, AND THE CITY OF ST. CHARLES, MISSOURI FOR ASSISTANCE WITH TRAINING OF THE ST. CHARLES FIRE DEPARTMENT K-9 AND HANDLER IN AN AMOUNT NOT TO EXCEED \$1,000.00 (SPONSORS: CHRISTOPHER KYLE, MARK HOLLANDER, VINCE RATCHFORD, DENISE MITCHELL, JUSTIN FOUST, BRIAN GOULD, MICHAEL GALBA, BART HABERSTROH AND STEVE HOLLANDER)

13. EMERGENCY ORDINANCES

14. TABLED BILLS

15. ITEMS FOR COUNCIL ACTION

16. CLOSED SESSION

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

- F. Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment (RSMo 610.021(13))
- G. Confidential or privileged communications between a public governmental body and its auditor (RSMo 610.021(17))

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, June 18, 2026 – 5:00 p.m.



File for an Order of Protection Online

New Resources for Victims of Abuse

Presented by:

Hon. Denise L. Childress

Associate Circuit Judge, Division 11
11th Judicial Circuit, St. Charles County

at
Regular Session of the City Council
of the City of Saint Charles, Missouri
Tuesday, June 23, 2026

Order of Protection = Restraining Order

The Missouri Adult Abuse Act

§§ 455.010 – 455.095 *Revised Statutes of Missouri*

The Child Protection Orders Act

§§ 455.500 – 455.538 *Revised Statutes of Missouri*

Order of Protection = Restraining Order

The Missouri Adult Abuse Act

Relief may be sought by any person who has been subject to domestic violence by a present or former family or household member, or who has been the victim of stalking or sexual assault. § 455.020 RSMo.

Order of Protection = Restraining Order

The Child Protection Orders Act

Relief may be sought for a child who has been subject to domestic violence by a present or former household member, or who has been the victim of stalking or sexual assault. § 455.505 RSMo.

TRADITIONAL FILING

Appear in person (8:00am – 4:30pm)

Obtain forms from clerk

Submit for judicial review

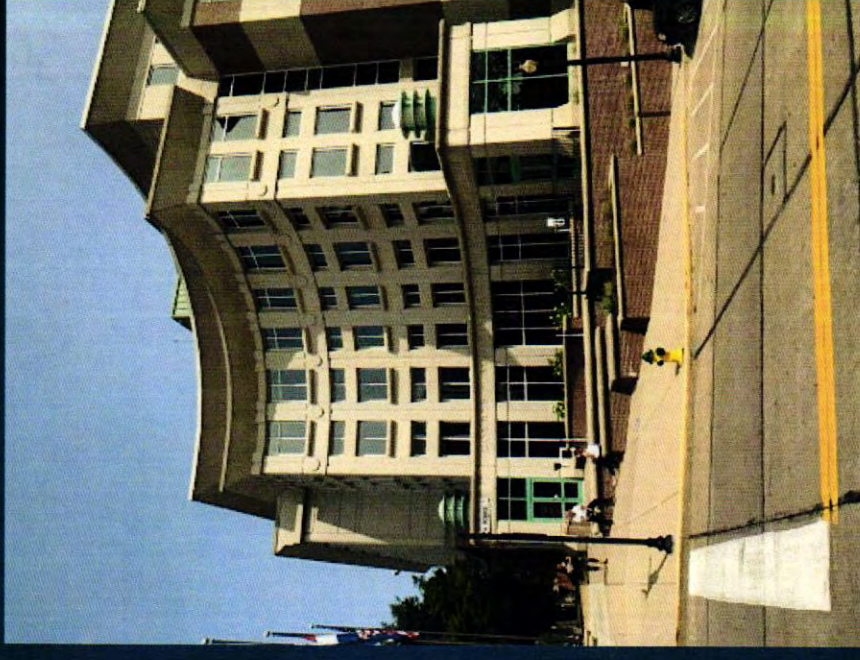
Judge reviews and decides same-day

Appear to pick up Order with ID



ONLINE FILING

- Obtain forms online
- Submit digitally for judicial review
- Judge reviews and decides same or next-day
- Appear to pick up Order with ID



DEMONSTRATION

www.stccountycourts.com

The screenshot shows a web browser window displaying the homepage of the St. Charles County Circuit Court. The browser's address bar shows the URL <https://stccountycourts.com>. The website features a navigation menu with the following items: HOME, DEPARTMENTS, OUR JUDGES, JUDICIAL ADMINISTRATION, JURY SERVICE, CIRCUIT CLERK, and MORE. The main content area includes the St. Charles County Circuit Court logo, a large photograph of the court building, and a blue banner with the text: "St. Charles County Circuit Court", "300 North Second Street", "Saint Charles Missouri 63301", and a "PLAN YOUR VISIT" button. Below the banner, there is a section titled "Message from the Presiding Judge" with the text: "On behalf of the judges and staff of the St. Charles County Circuit Court, welcome to the Court's website."

Message from the Presiding Judge

On behalf of the judges and staff of the St. Charles County Circuit Court, welcome to the Court's website.

DEMONSTRATION

www.stccountycourts.com

St. Charles County Circuit Court

HOME DEPARTMENTS ▾ OUR JUDGES ▾ JUDICIAL ADMINISTRATION JURY SERVICE CIRCUIT CLERK MORE ▾

FORMS
PLAN YOUR VISIT
ORDER OF PROTECTION

St. Charles County Circuit Court
300 North Second Street
Saint Charles Missouri 63301

PLAN YOUR VISIT

Message from the Presiding Judge

On behalf of the judges and staff of the St. Charles County Circuit Court, welcome to the Court's website.

DEMONSTRATION

www.stccountycourts.com

The screenshot shows a web browser window with the URL <https://stccountycourts.com/order-of-protection>. The page features a navigation menu with the following items: HOME, DEPARTMENTS, OUR JUDGES, JUDICIAL ADMINISTRATION, JURY SERVICE, CIRCUIT CLERK, and MORE. The St. Charles County Circuit Court logo is displayed. A prominent yellow banner contains the text: "Hit Ctrl-W anytime to exit this site quickly." and "Hit Ctrl-Shift-Delete to erase your browser history." Below the banner, the text reads: "File for an Order of Protection". A blue box contains the text: "If you are in immediate danger, call 911." The bottom of the page contains a detailed explanation of the Order of Protection process.

HOME DEPARTMENTS OUR JUDGES JUDICIAL ADMINISTRATION JURY SERVICE CIRCUIT CLERK MORE

St. Charles County
Circuit Court

Hit Ctrl-W anytime to exit this site quickly.

Hit Ctrl-Shift-Delete to erase your browser history.

File for an Order of Protection

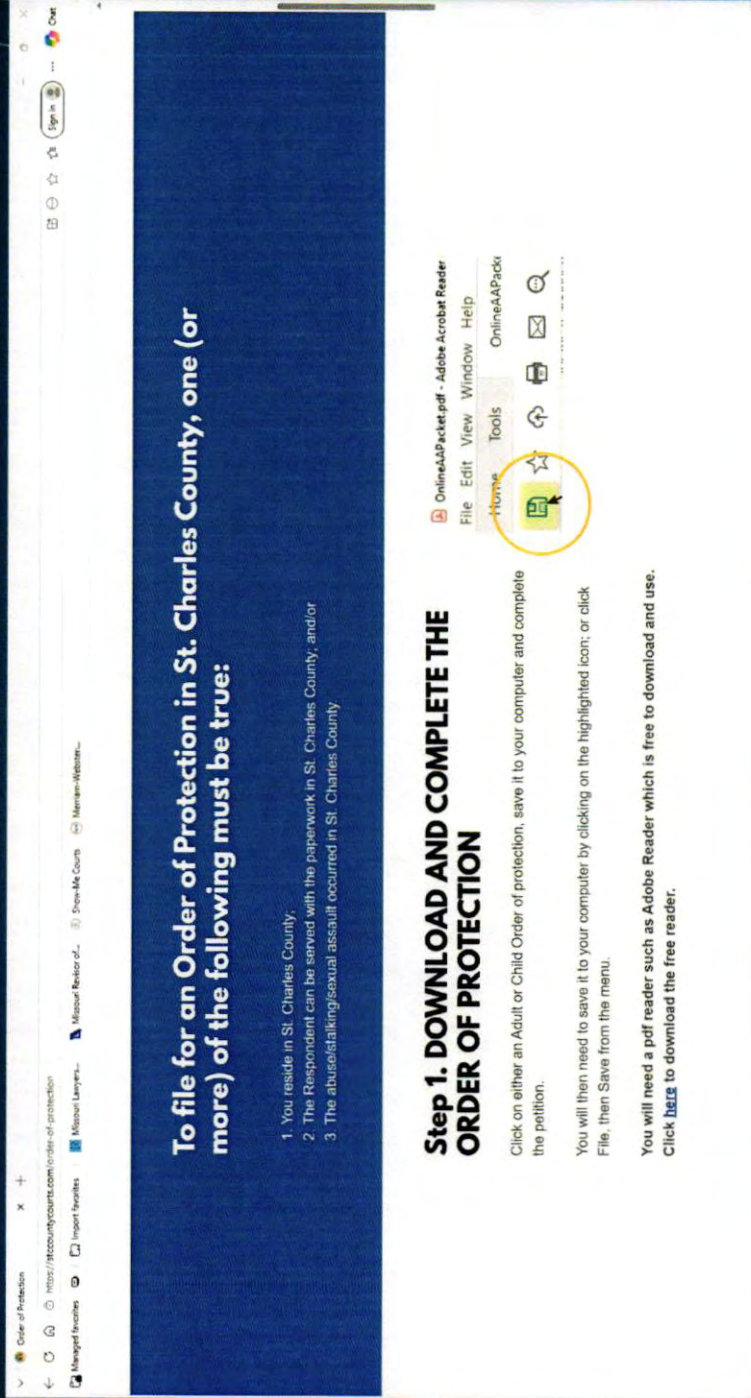
If you are filing for an Order of Protection, you are called the "Petitioner." The person you are filing the Order of Protection against is called the "Respondent."

An Order of Protection is a court order that prohibits the Respondent from abusing, molesting, stalking, threatening, communicating with, committing domestic violence or sexual assault against and/or otherwise disturbing the peace of the Petitioner. An Order of Protection may also include provisions such as: limited communication/contact only in regards to a shared child, financial orders and an order for the Respondent to relinquish firearms, get a substance abuse evaluation and/or attend a Batterer's Intervention Program.

If you are in immediate danger, call 911.

DEMONSTRATION

www.stccountycourts.com



Order of Protection

Managed favorites

Import favorites

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Missouri Restor of...

Drop-Me Corp

Member-Write...

Sign in

Out

To file for an Order of Protection in St. Charles County, one (or more) of the following must be true:

1. You reside in St. Charles County.
2. The Respondent can be served with the paperwork in St. Charles County, and/or
3. The abuse/stalking/sexual assault occurred in St. Charles County.

Step 1. DOWNLOAD AND COMPLETE THE ORDER OF PROTECTION

Click on either an Adult or Child Order of protection, save it to your computer and complete the petition.

You will then need to save it to your computer by clicking on the highlighted icon, or click File, then Save from the menu.

You will need a pdf reader such as Adobe Reader which is free to download and use. Click [here](#) to download the free reader.

OnlineAAPacket.pdf - Adobe Acrobat Reader

File Edit View Window Help

Home Tools OnlineAAPack

Save icon highlighted

Saving this file to your computer may create a safety risk if others can access the computer or device. Only continue if you believe it is safe to do so.

DEMONSTRATION

www.stccountycourts.com

Order of Protection

Managed favorites | <https://stccountycourts.com/order-of-protection> | Missouri Lawyers... | Missouri Revisor of... | Show Me Courts | Missouri Webstr...

Adult Order of Protection Packet
Right-click and choose 'Save Target As' or 'Save Link As'.

Child Order of Protection Packet
Right-click and choose 'Save Target As' or 'Save Link As'.

Additional Resources

- [Bridgeway Behavioral Health Services](#)
- [VINE Victim Notification Network](#)
- [Safe at Home](#)
- [Child Advocacy Center](#)
- [Missouri Lawyers Help](#)
- [Free Legal Answers](#)

Step 2. SUBMIT THE ORDER OF PROTECTION

Monday through Friday from 8:00 AM to 4:30 PM you may submit your petition directly to the Court at the Courthouse, 300 N 2nd St, St Charles, MO 63301 in Room 227.

If it is not an emergency, you may choose to complete the petition online, save it and then submit it the next available business hours.

Saving this file to your computer may create a safety risk if others can access the computer or device. Only continue if you believe it is safe to do so.

DEMONSTRATION

www.stccountycourts.com

Order of Protection

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https://stccountycourts.com/order-of-protection

Sign in

Child Order of Protection Packet
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Adult Order of Protection Packet
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Order of Protection

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DEMONSTRATION

www.stccountycourts.com

The screenshot shows a web browser window with the URL <https://stccountycourts.com/order-of-protection>. The page features a dark blue header with the text: "Saving this file to your computer may create a safety risk if others can access the computer or device. Only continue if you believe it is safe to do so." Below this is a large blue section with the heading "SUBMIT THE ORDER OF PROTECTION ONLINE". The main content area contains the following text: "Communicating your information to the Court in a secure manner is important to us. Therefore, in order to submit your Order of Protection petition(s) to us, you must first register your email account with the court so that your form can be submitted securely." This is followed by a registration instruction: "Registration is simple and fast. After registering your account, email the completed documents(s) to SCHOrderOfProtection@scourts.mo.gov." A note states: "Note: Attorneys filing on behalf of a client, must electronically file the document(s)." A blue button labeled "REGISTRATION" is positioned below the text. At the bottom of the page, a dark blue footer contains the text: "St. Charles County Circuit Court", "300 North Second Street, Saint Charles, Missouri 65301, United States", and "Hours". On the right side of the page, there is a map showing the location of the court in Saint Charles, Missouri, with a red pin and a "GET DIRECTIONS" button.

Your Missouri Courts
Secure Email

Please provide your email address to proceed.

First time here? *You'll be asked to register.*

Email Address

denise.childress@courts.mo.gov

Continue

DEMONSTRATION

Order of Protection x Encrypted Email Registration x +
Managed favorites https://securemail.courts.mo.gov/securereader/mtid.jpf Missouri Revicer of... Missouri Lawyers... Missouri Revicer of... Show Me Courts Meriam-Webster... Chat

Your Missouri Courts Registration

Create your account to read secure email.

Email Address: denise.childress@courts.mo.gov

First Name: Denise

Last Name: Childress

Password: *****

Confirm Password: *****

Question: Your childhood best friend

Answer: Your Answer Here

Continue

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Your Missouri Courts
Activation Request Sent

A verification message was sent to your email address which contains a URL you must use to activate your account. Once active, you will be able to send your secure message.

If you do not receive this message within a few moments, please check your spam folder or other filtering tools you may be using as this activation message sometimes gets blocked.

DEMONSTRATION

www.stccountycourts.com

Proofpoint Encryption Registration

proofpoint-pps to denise.childress

This is the URL to activate your account. Please click the following link to activate your account to send a secure message:
<https://securemail.courts.mo.gov/securereader/activate?token=GG5gv2MGMNooZuf5wuiRqv4brand=d788ad43>. Note: This URL will only work once and will expire in 30 minutes. To restart the activation process, you must start over at the initiate URL.

06/15/2026 02:33 PM

[Show Details](#)

Order of Protection | Activation Request Sent | X | P | securereaderinbox.title | X | +

Managed favorites | Import favorites | Missouri Lawyers... | Missouri Revitor of... | Show Me Courts | Merriam-Webster...

<https://securemail.courts.mo.gov/securereader/inbox.html>

Your Missouri Courts

denise.childress@courts.mo.gov | Logout | Help

No messages yet

Inbox | **Sent** | No messages yet

[New Message](#)

Powered by Proofpoint Encryption™

DEMONSTRATION

www.stccountycourts.com

Saving this file to your computer may create a safety risk if others can access the computer or device. Only continue if you believe it is safe to do so.

SUBMIT THE ORDER OF PROTECTION ONLINE

Communicating your information to the Court in a secure manner is important to us. Therefore, in order to submit your Order of Protection petition(s) to us, you must first register your email account with the court so that your form can be submitted securely.

Registration is simple and fast. After registering your account, email the completed document(s) to SCHOrderOfProtection@courts.mo.gov.

Note: Attorneys filing on behalf of a client, must electronically file the document(s).

REGISTRATION

St. Charles County Circuit Court
300 North Second Street, Saint Charles, Missouri 63301, United States

Hours

New Message **Send** **Cancel** **Help**

Inbox **Sent**
No messages yet

To: SCHOrderOfProtection@courts.mo.gov

Cc:

Subject: Testing Online Filing

Send me a copy

Attach a file

Testing Document 1.pdf [X]

X Undo Left Arrow Right Arrow Find Font Size Bold Italic Underline Link

Hello!

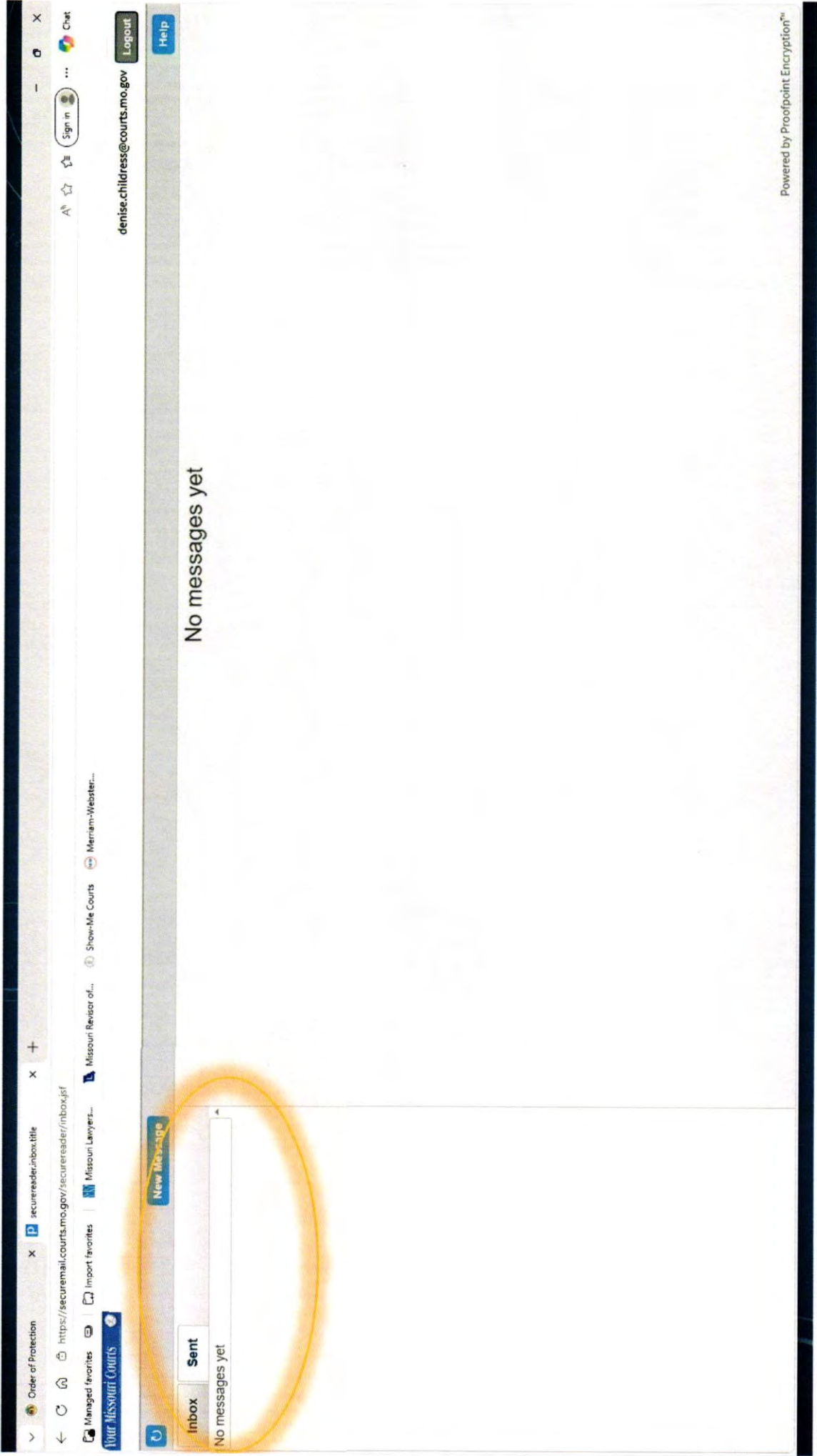
Please see attached my testing document for public demonstration purposes of our online filing system.

Sincerely,

Denise

Judge Denise L. Childress
Associate Circuit Judge - Division 11
11th Judicial Circuit

Courts Administration Building
300 North Second Street - Chambers 330
Saint Charles, Missouri 63301
p: (636) 949-7900 x7497
f: (636) 949-7384
e: Denise.Childress@courts.mo.gov

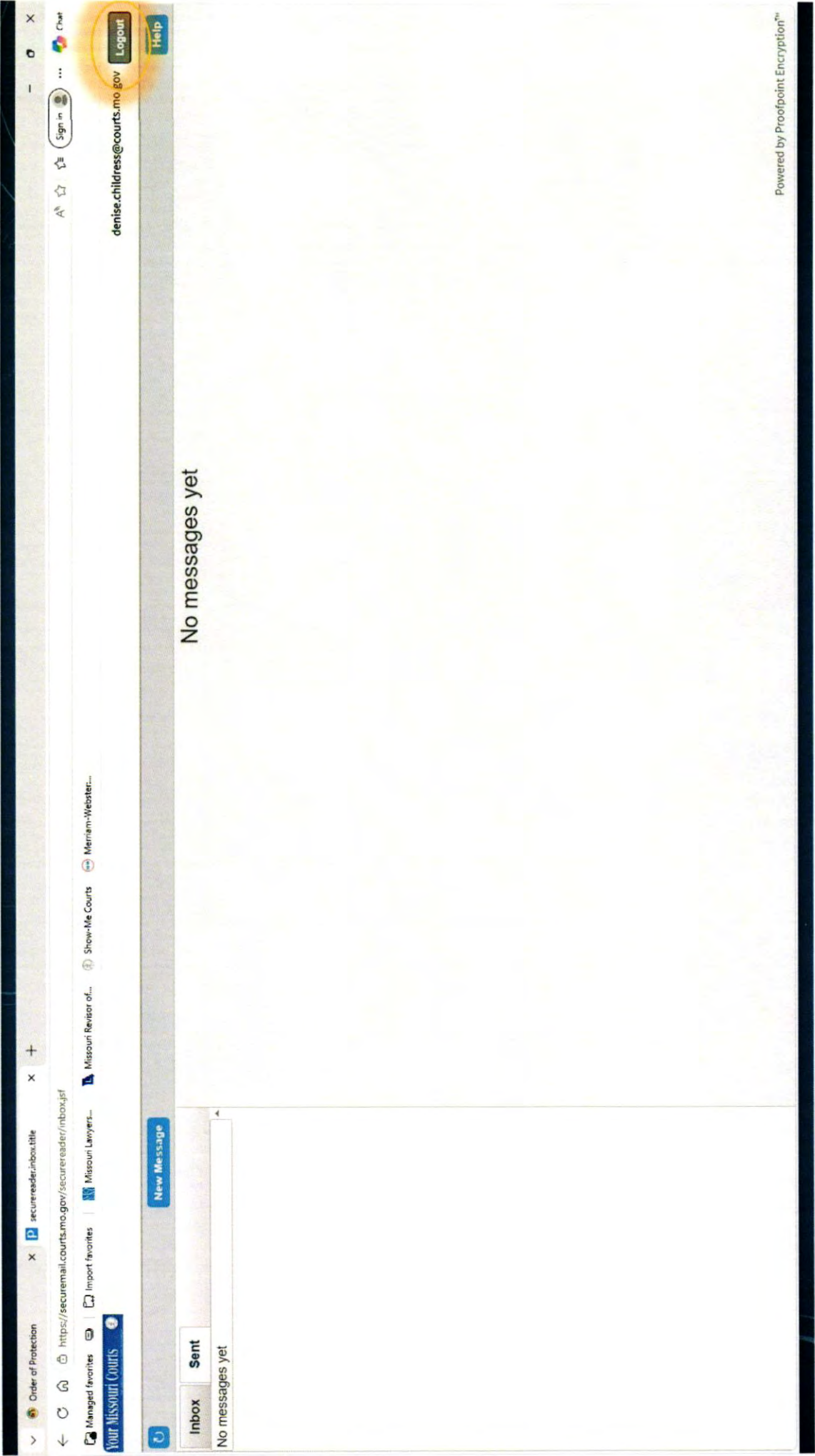


No messages yet

New Message

Sent

No messages yet



denise.childress@courts.mo.gov

Logout

Help

No messages yet

Inbox

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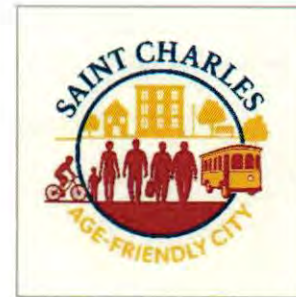
No messages yet

New Message

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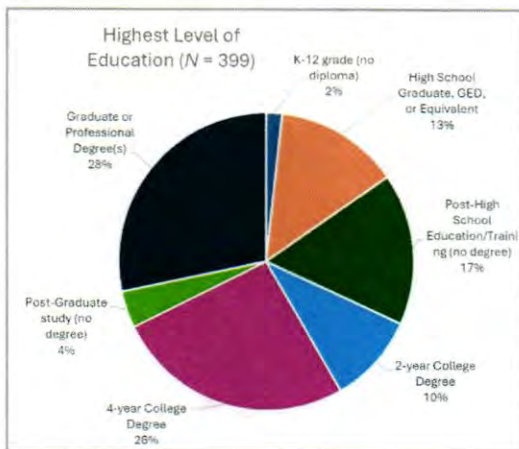
Your Missouri Courts
Logged Out
You are now logged out and can close this browser window.

AARP Age-Friendly City Community Needs Assessment Summary 2026

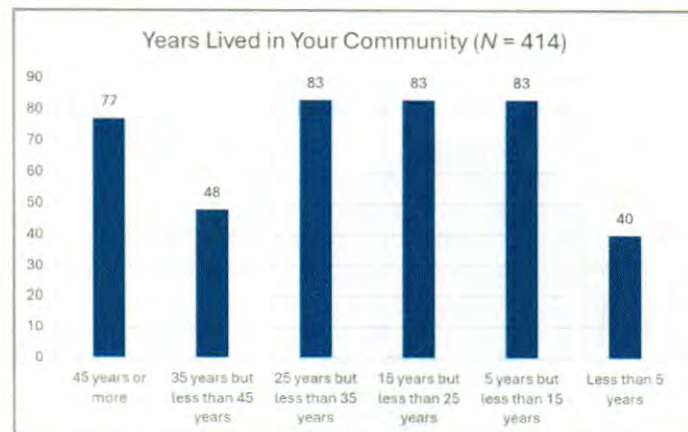
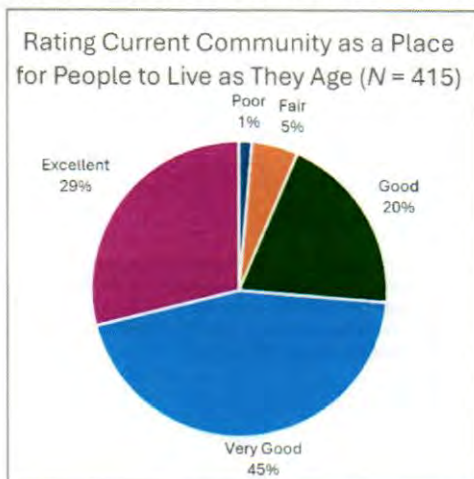


Saint Charles is joining the [AARP network of Age-Friendly Communities](#). After enrolling in May of 2025, the community needs assessment survey was launched in September of 2025 and data was collected through April of 2026.

Aggregated data is presented from people living in the St. Charles zip codes of 63301, 63302, 63303, & 63304 that took the survey. People had the opportunity to skip questions, so the maximum response per question was $N = 415$. All survey takers were 50 years or older ($N = 409$, $Mean = 68.8$, $StdDev = 9.73$), where the age ranged from 50-100 years old. A majority of the respondents were Female ($N = 277$) and White/Caucasian ($N = 376$), but there was a wide array of educational backgrounds (see pie graph). Only 2/392 respondents reported being of Hispanic, Spanish, or Latino origin or descent. Both of those 2 answered that 'English' was spoken at home. Because English is the primary language in the area, respondents primarily selected 'Not Sure' to whether health care professional spoke different languages (80%) and to having community information available in a number of different languages (84%).

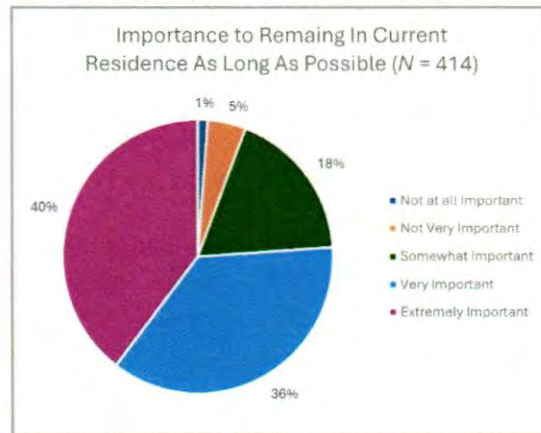
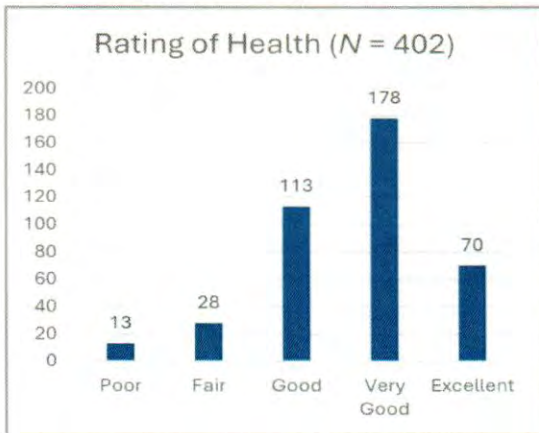


Saint Charles was rated favorably as a place for people to live as they age (see pie graph below). This sample represents a stable community (see bar graph below), as there were only 14% of respondents that said they intend to move to a different community in future years. Regarding households, most commonly (83%) respondents were living in a single-family house and the living breakdown was Married (55%), Widowed (21%), Divorced (15%), Never Married (6%) or Just Living with a Partner (3%).

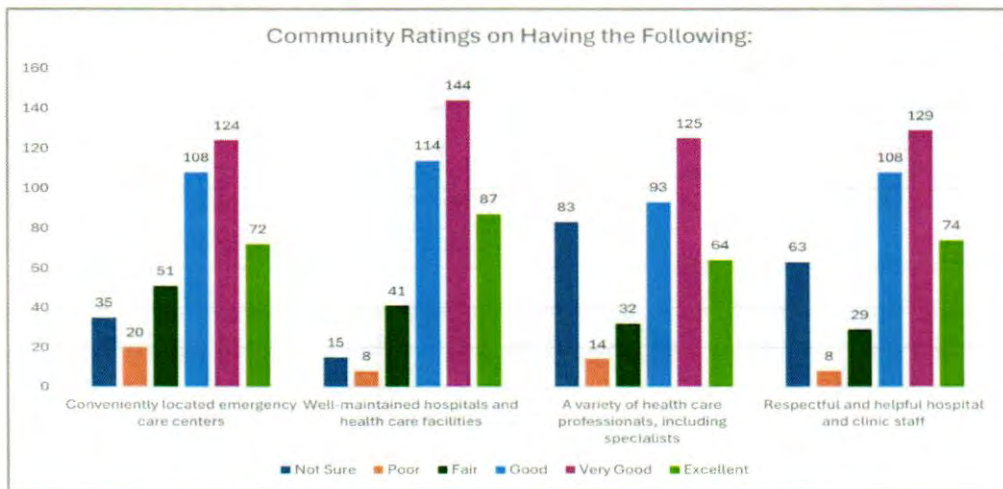


Any questions about reporting or findings may be addressed to Dr. Sara Bagley at Lindenwood University (sbagley@lindenwood.edu).

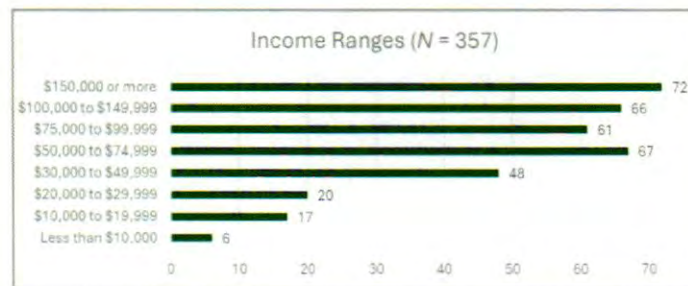
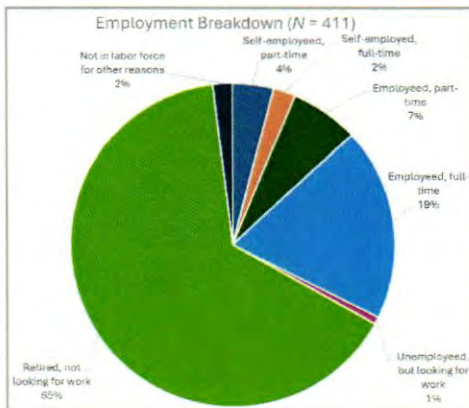
The respondents reported being primarily in good to excellent health (see bar graph) and reported that it is important to stay in their current residence as long as possible (see pie graph).



With such a healthy sample, these were the reports regarding healthcare systems in the area. A majority reported these as Good, Very Good, or Excellent (see bar graph below).

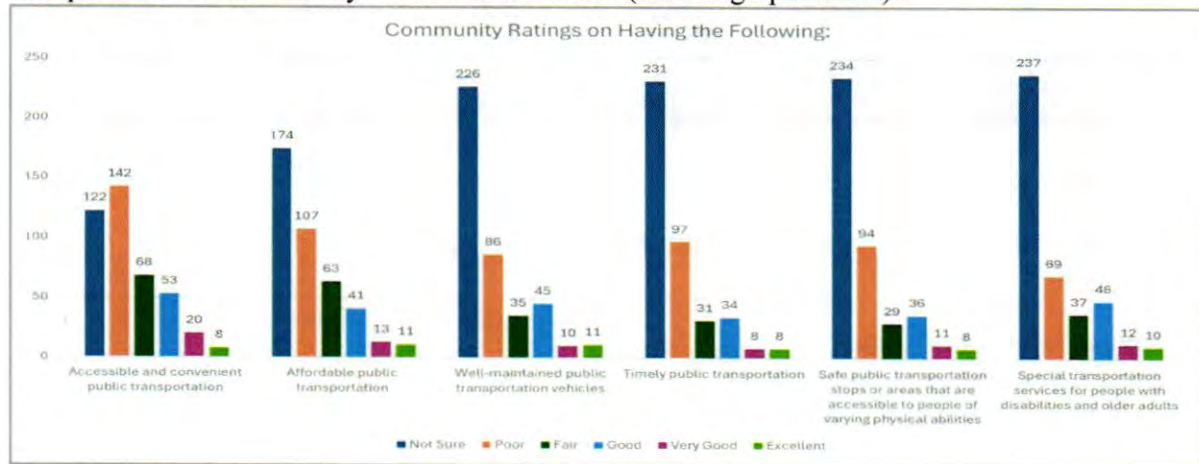
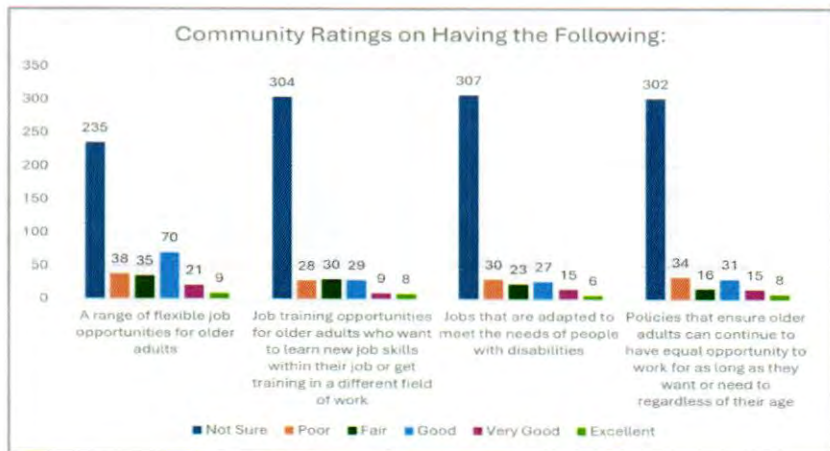


The respondents were mainly retired, but those still working in some capacity was 32% (see pie graph). The income ranges before taxed on 2024 are reported below.

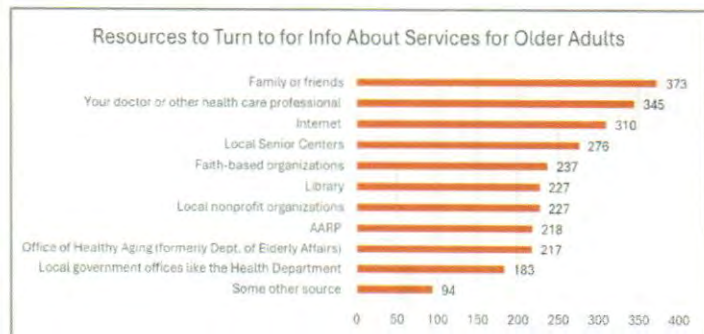
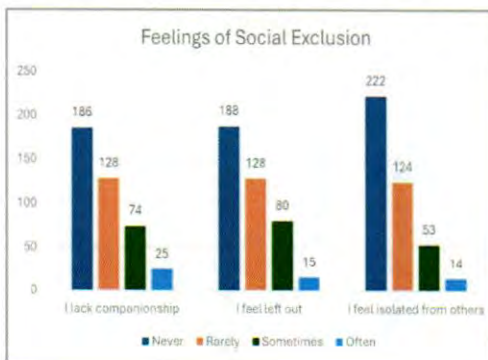


With a majority of the respondents being retired, it is not surprising that 'Not Sure' was the most selected response regarding job opportunities for older people (see bar graph).

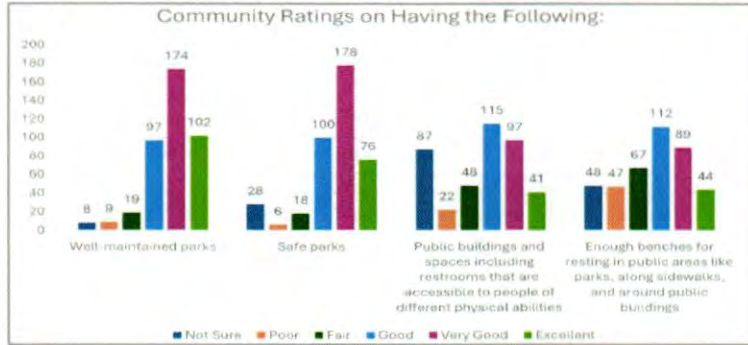
Respondents reported that they drive themselves (94%), but also have others drive them (18%), ride a bike (18%), and walk (18%). With only 8% saying that they use public transportation, the responses for rating public transportation are commonly 'Not Sure' or 'Poor' (see bar graph below).



Our respondents were fairly well connected to the community and reported low levels of social exclusion (see bar graph below). These are the resources respondents said they would turn to if they, a family member or friend needed information about services for older adults such as caregiving services, home delivered meals, home repair, medical transport, or social activities.



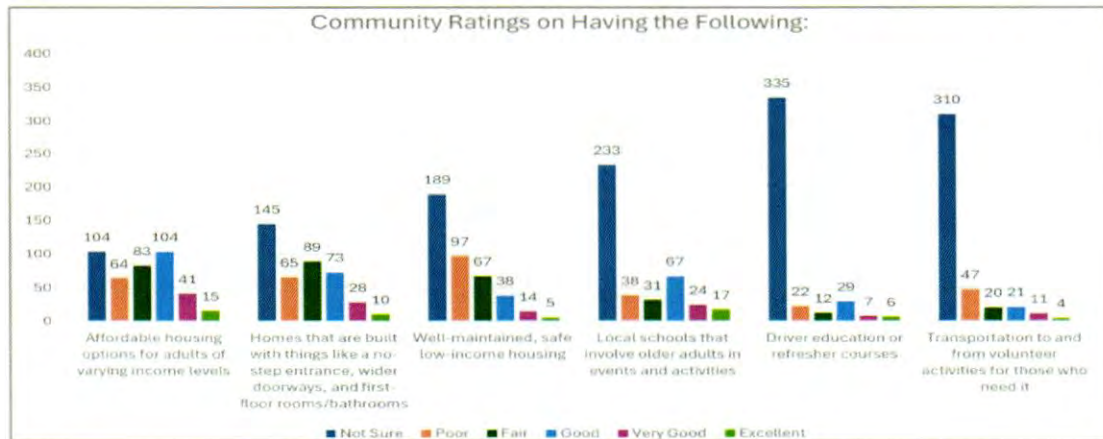
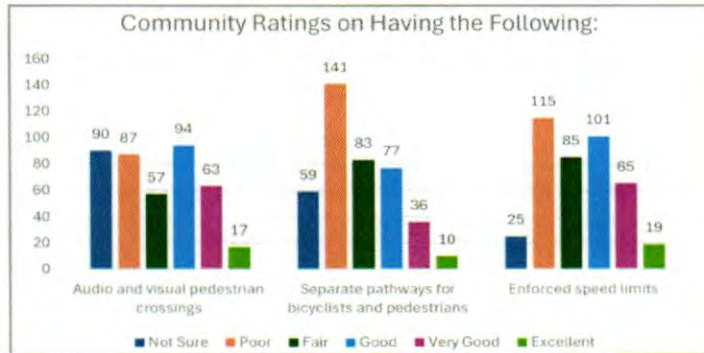
Respondents reported that St. Charles was doing well with parks that are well-maintained and



safe, availability of restrooms in public spaces, and access to benches. Additionally, there were high ratings for sidewalks, streets, readability of traffic signs, well-maintained homes, and trustworthy contractors.



Respondents reported some community infrastructure (in addition to transportation stated above) that could use some improvement. Additionally there are some potential programs that have growth opportunities due to the ratings below.





AARP Age-Friendly City Survey Report 2026

Saint Charles and surrounding communities' report for the AARP Age-Friendly City survey. Survey was launched on September 23, 2025, and data was collected through April 25, 2026. Feedback was collected through digital versions of the survey and hard paper copies. Aggregated data is presented for each question in this report.

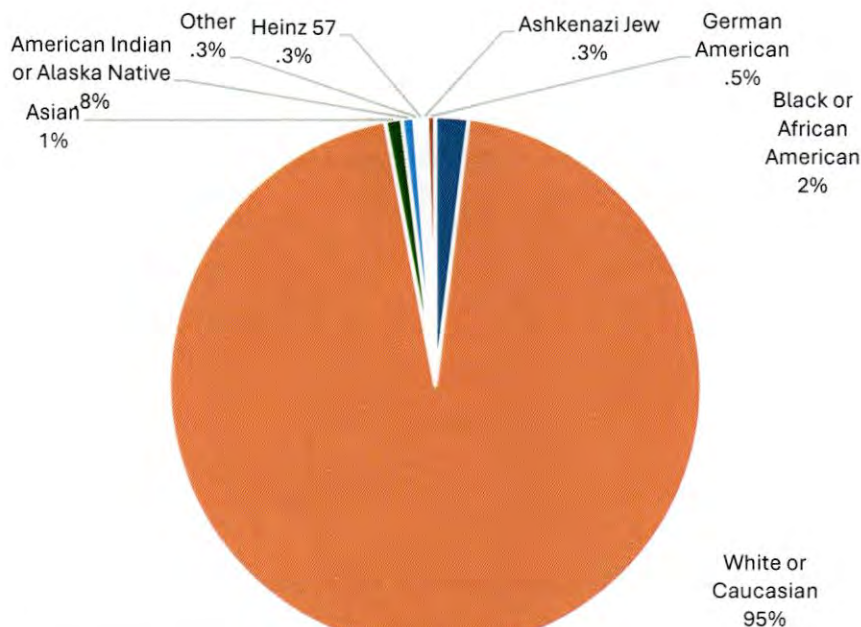
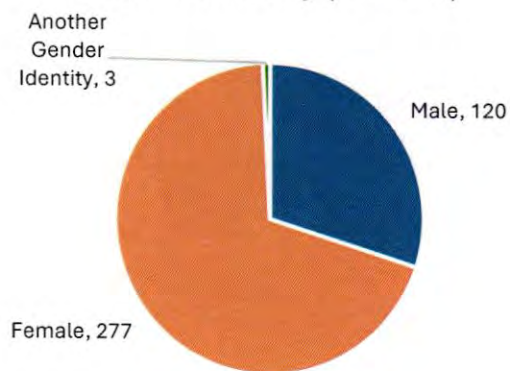
Any questions about reporting or findings may be addressed to Dr. Sara Bagley at Lindenwood University (sbagley@lindenwood.edu). A special thanks goes to Hailey Veninga, a Psychology major at Lindenwood University that assisted data management for this report.

Demographics, Your Home, and Community

In total, 591 people attempted to take the digital survey, but the data reported is only from those who completed at least 60% of the digital ($N = 339$) or paper ($N = 76$) survey and were living in the St. Charles zip codes of 63301, 63302, 63303, & 63304. People had the opportunity to skip questions, so the maximum response per question was $N = 415$. All survey takers were 50 years or older ($N = 409$, $Mean_{age} = 68.8$, $StdDev_{age} = 9.73$), where the age ranged from 50-100 years old.

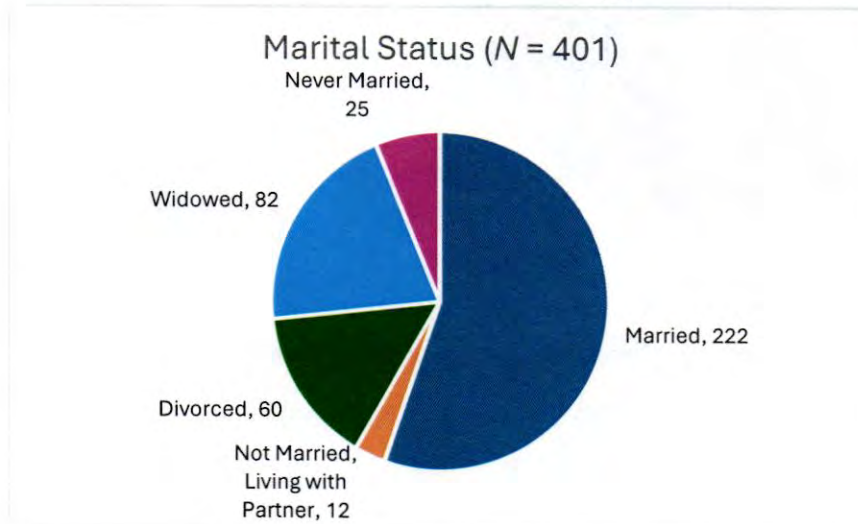
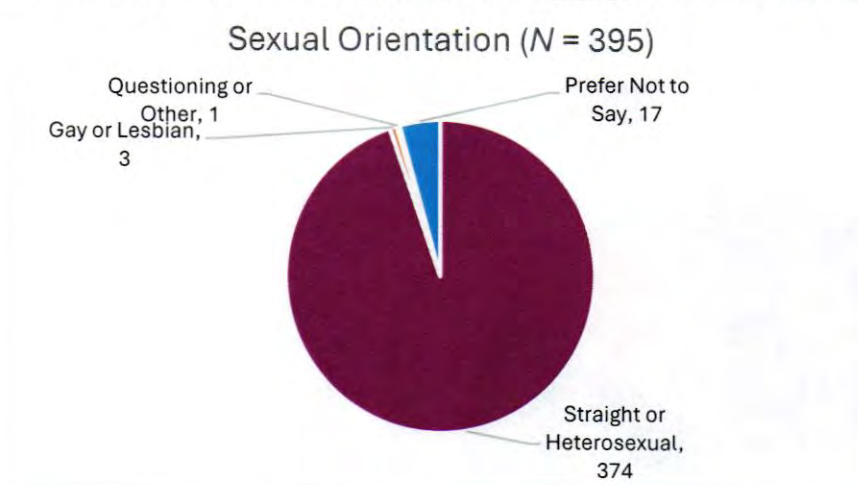
A majority of the respondents were Female and White/Caucasian. Only 2/392 respondents reported being of Hispanic, Spanish, or Latino origin or descent. Both of those 2 answered that 'English' as the language spoken at home.

Gender Identity ($N = 400$)

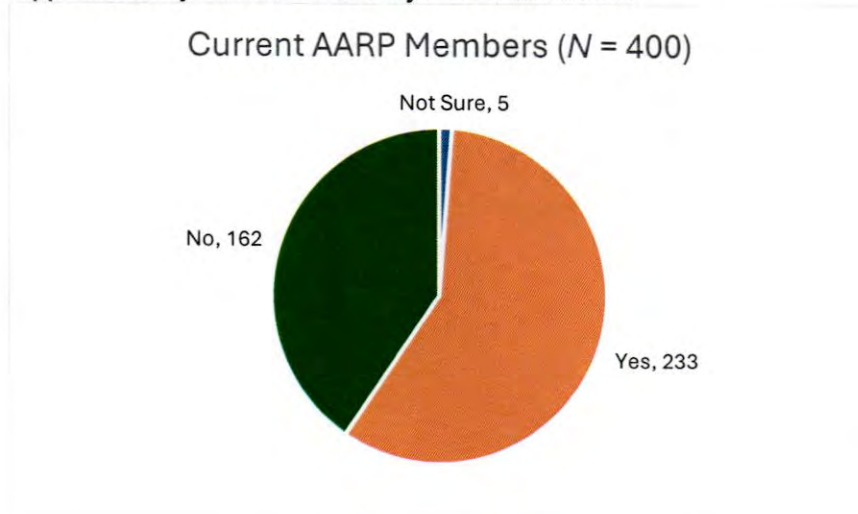


Race/Ethnicity ($N = 396$)

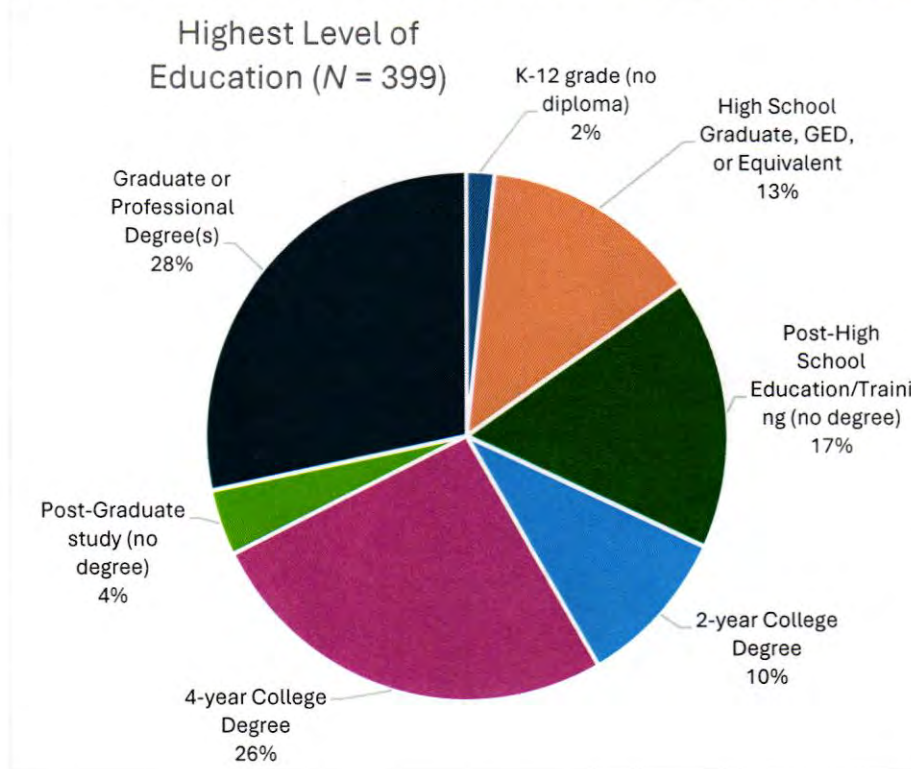
Additionally, most of our respondents were Straight/Heterosexual and Married.



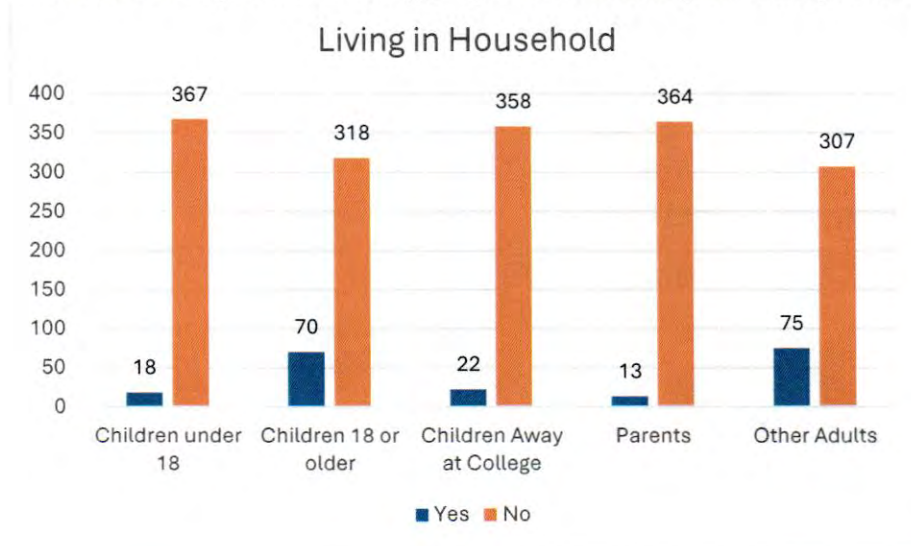
Approximately 56% are currently AARP Members.



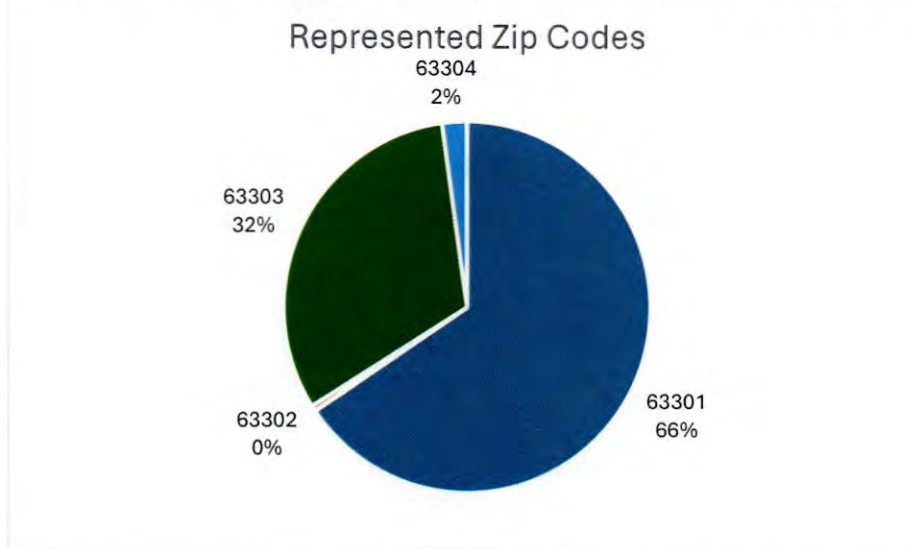
Here is the breakdown of the highest level of education for our respondents.



These are the responses to having people other than a spouse living in their household.



This is the breakdown of the 5-digit zip codes representing the areas in which respondents live.



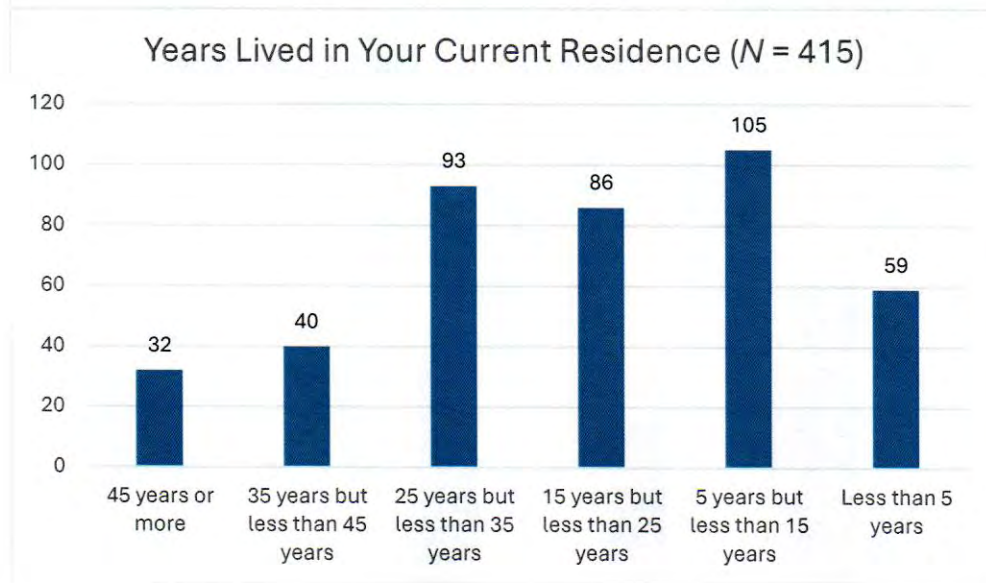
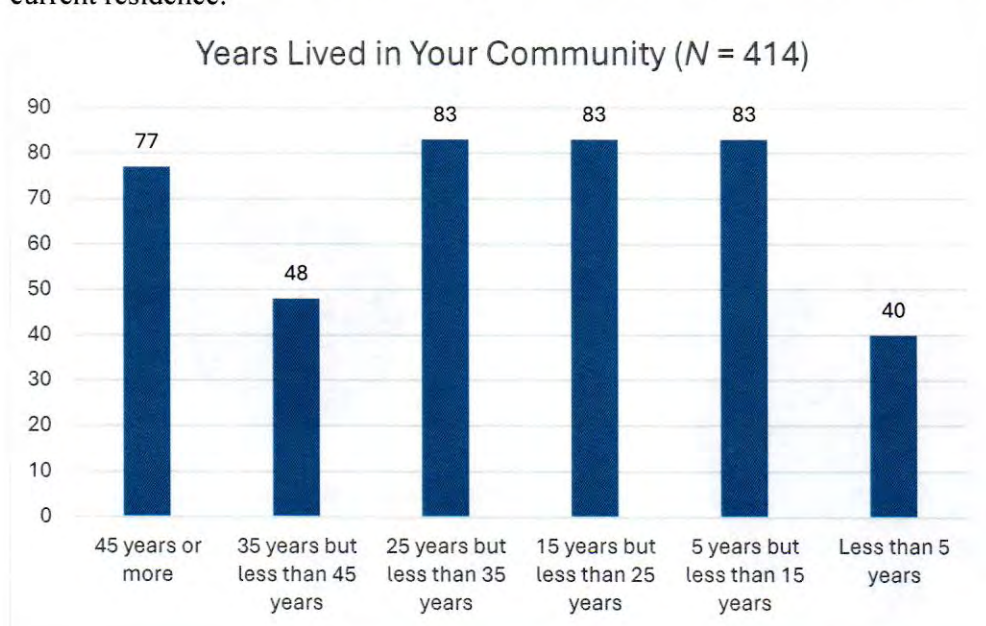
In response to the name of their community, these were the represented areas.

Community Name Write-in	Respondents		
Saint Charles	70	Westborough Estates	4
New Town	47	carrollton manor	3
Saint Charles City	35	Eagle Pines	3
Hisotric Main Street	12	Harvester	3
Saint Charles-Midtown	12	Hollow Brook	3
Charlestowne	11	Montclair	3
Bogey Hills	8	Scarsdale Manor	3
Truman Terrace	7	Talbridge	3
Weldon Spring	7	Jaycee Fairgrounds Village	3
Stable Ridge	7	Beacon Hill	2
Duchene Hills subdivision	6	Blanchette	2
Southern Oaks	6	Bradford Place	2
Saint Charles County	5	Country Bluff Villas	2
Woodfield Subdivision	5	Hackmann Estates	2
Country Club	4	Hampton Place	2
Diecamp Homestead	4	Hanover	2
Elmwood Manor	4	Hawks Nest	2
Frenchtown	4	Huntington Park	2
Hidden Oaks	4	Huntmoore Estates	2
Sunnybrook	4	Lynnbrook	2
Village of Provence	4	Mammele hills	2
		Olde Town Estates	2
		Orchard Farm	2

Sandfort Farm	2
St. Charles Hills	2
Summergate Gardens	2
The Summit	2
Town and Country Subdivision	2
Woodland Hills	2
Woodmere at the Bluffs	2
5th St	1
Artists grove subdivision	1
Bellevaux	1
Bluffwood and Ehlman	1
Borromeo Hills	1
Briarcliff	1
Cabana West	1
Charwood Subdivision	1
Chateau Country Club	1
Cottleville	1
Cresthaven	1
Elmhaven	1
Finck Subdivision	1
Fox Hill	1
Foxborough Subdivision	1
Governor Place	1
Hackemeier Addition	1
Heatherton Condominiums	1
Heritage	1
Indian Hills	1
Lake Forest	1
Le Chateaux	1
Lindenwood Neighborhood	1
Manuel Hill	1
Meadow Park	1
Meadow Stone	1
Meadowood	1
Oak Terrace	1
Oak Trails	1

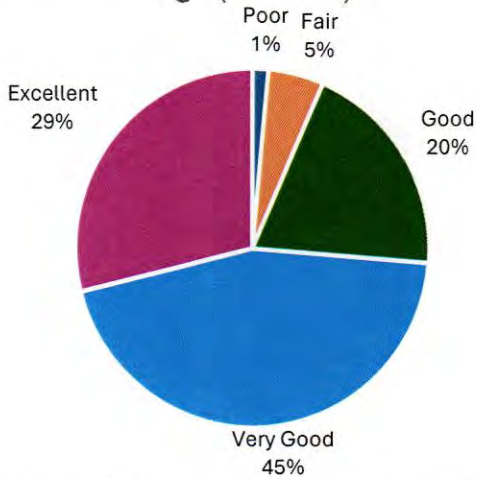
Off of Elm St at Marie Dr	1
Oxford Crossing	1
Oxford Estates	1
Park Forest Tr	1
Pasadena	1
Paula Drive	1
Plum Creek	1
Powell Terrace	1
Prairie Haute	1
Prarie Homes	1
Presidio	1
Red Oak Estates	1
Redmen Addition	1
Remington	1
River Breeze Estates	1
Runnymede	1
Scottsdale	1
Sherman Meadows	1
South 6th	1
Spring Gardens	1
Spring Mill Estates	1
St Andrews	1
St Charles Commons	1
St. Charles Crossing	1
Streets of St. Charles	1
Summittview	1
Sunny Dale	1
Sunset Hills	1
Twin Oaks Drive	1
Unincorporated Mark Twain subdivision	1
Villas at Sterling Pointe	1
Villas at Westover	1
West Indian Hills	1
Wheaton Estates	1
Whispering Ridge & Kunze Dr	1

Below indicated the length of time respondents have lived in their community and at their current residence.

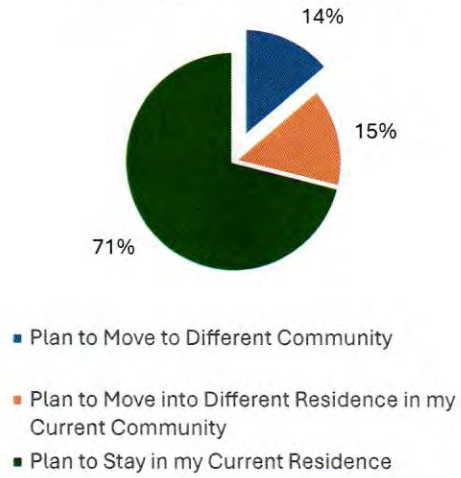


These are the ratings of their current community as a place for people to live as they age, as well as the intent to move or stay in future years.

Rating Current Community as a Place for People to Live as They Age (N = 415)

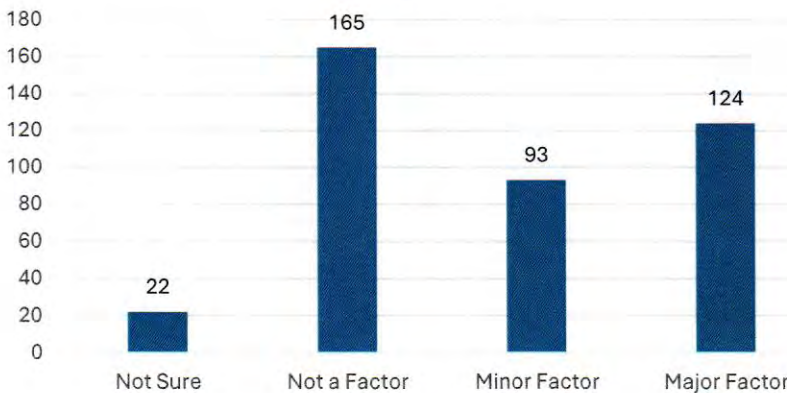


Intent to Move/Stay in Future Years (N = 406)

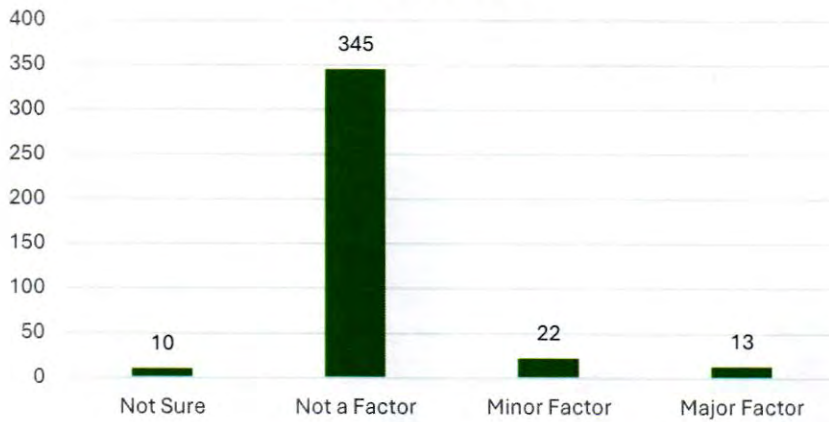


Some people find that they need or want to move out of their *home* as they get older. Below are *current residence factors* that may weigh into respondents deciding to move in the future.

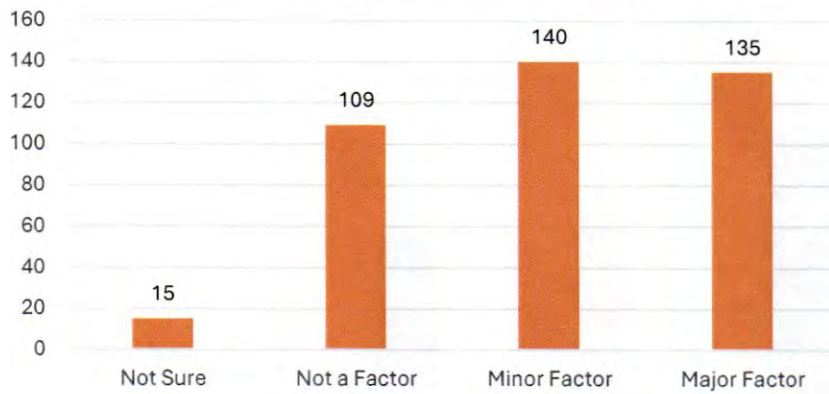
Factor in Moving- Wanting Smaller Size Home (N = 404)



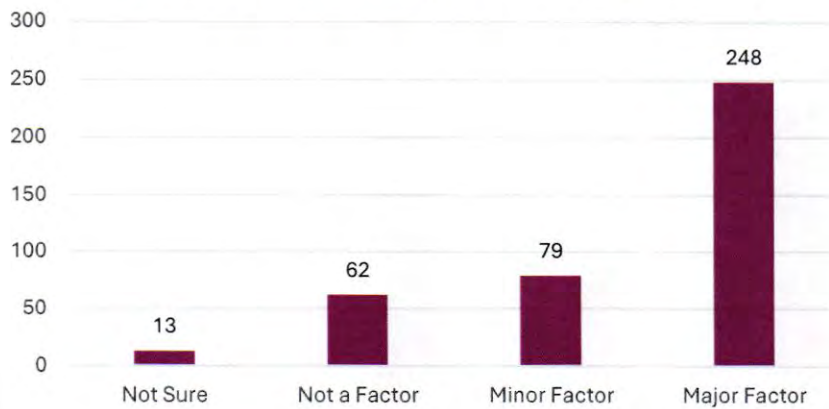
Factor in Moving- Wanting Larger Size Home (N = 390)



Factor in Moving- Cost of Maintaining Current Residence (N = 399)

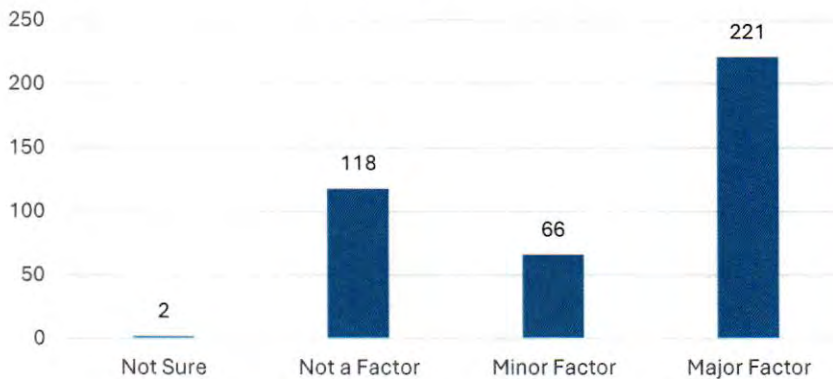


Factor in Moving- Wanting a Home to Help Live Independently as You Age (N = 402)

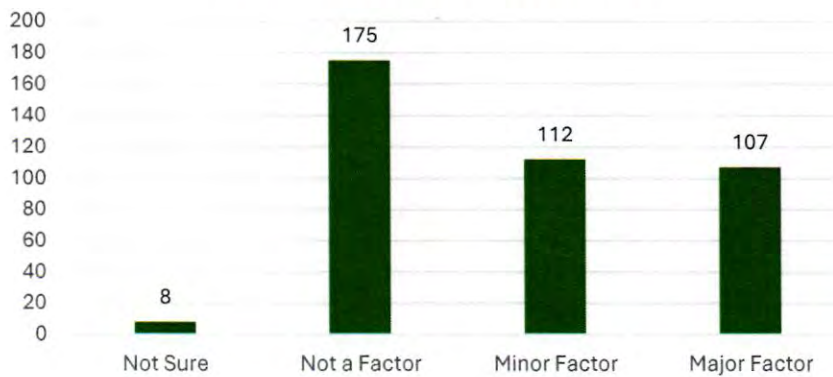


Some people find that they need or want to move out of their *community* as they get older. Below are *current community factors* that may weigh into respondents deciding to move in the future.

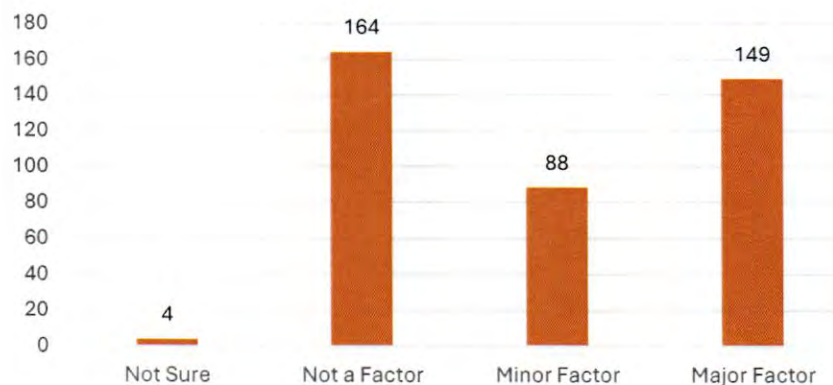
Factor in Moving- Personal Safety or Security Concerns (N = 407)



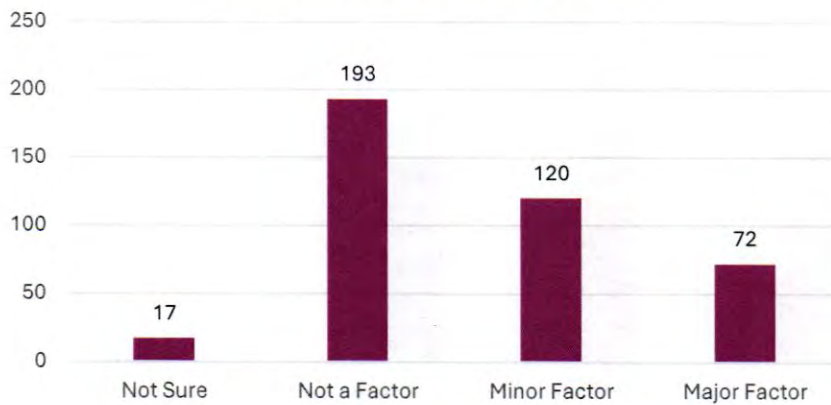
Factor in Moving- Move to Area with Better Health Care Facilities (N = 402)



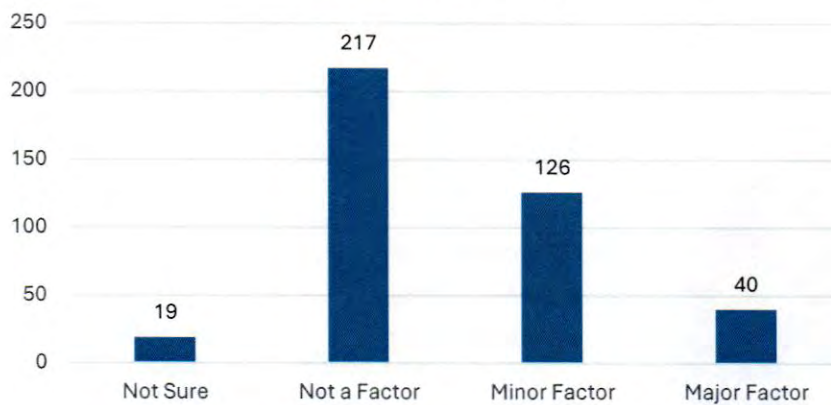
Factor in Moving- Wanting to be Closer to Family (N = 405)



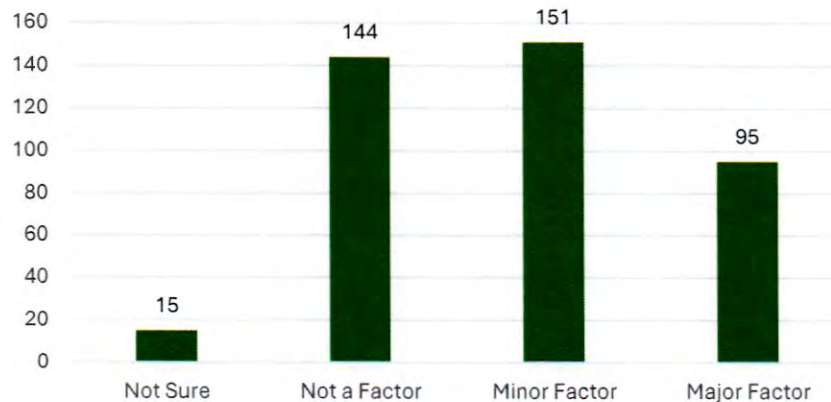
Factor in Moving- Needing More Access to Public Transportation (N = 402)



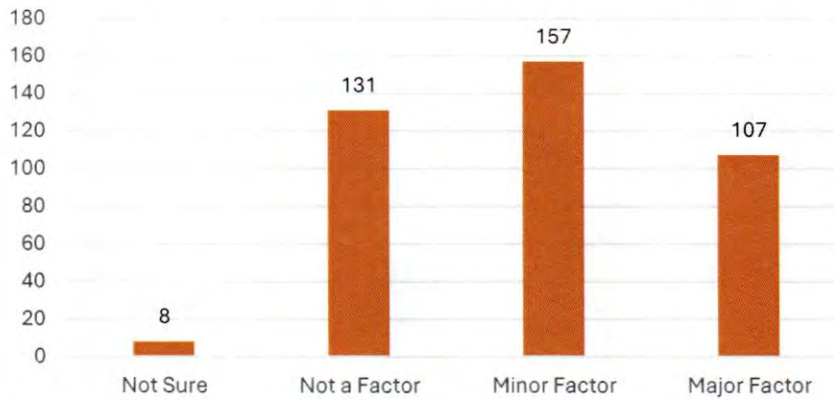
Factor in Moving- Wanting to Live in Different Climate (N = 402)



Factor in Moving- Wanting an Area with Lower Cost of Living (N = 405)

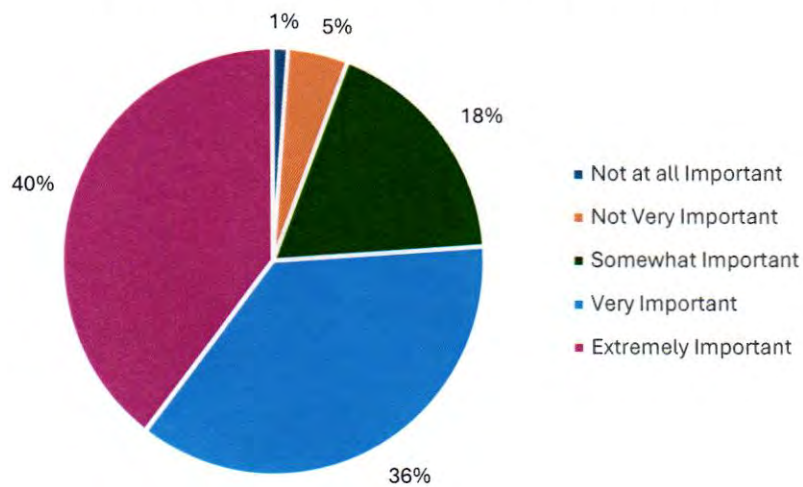


Factor in Moving- Wanting Better Opportunities for Social Interaction (N = 403)

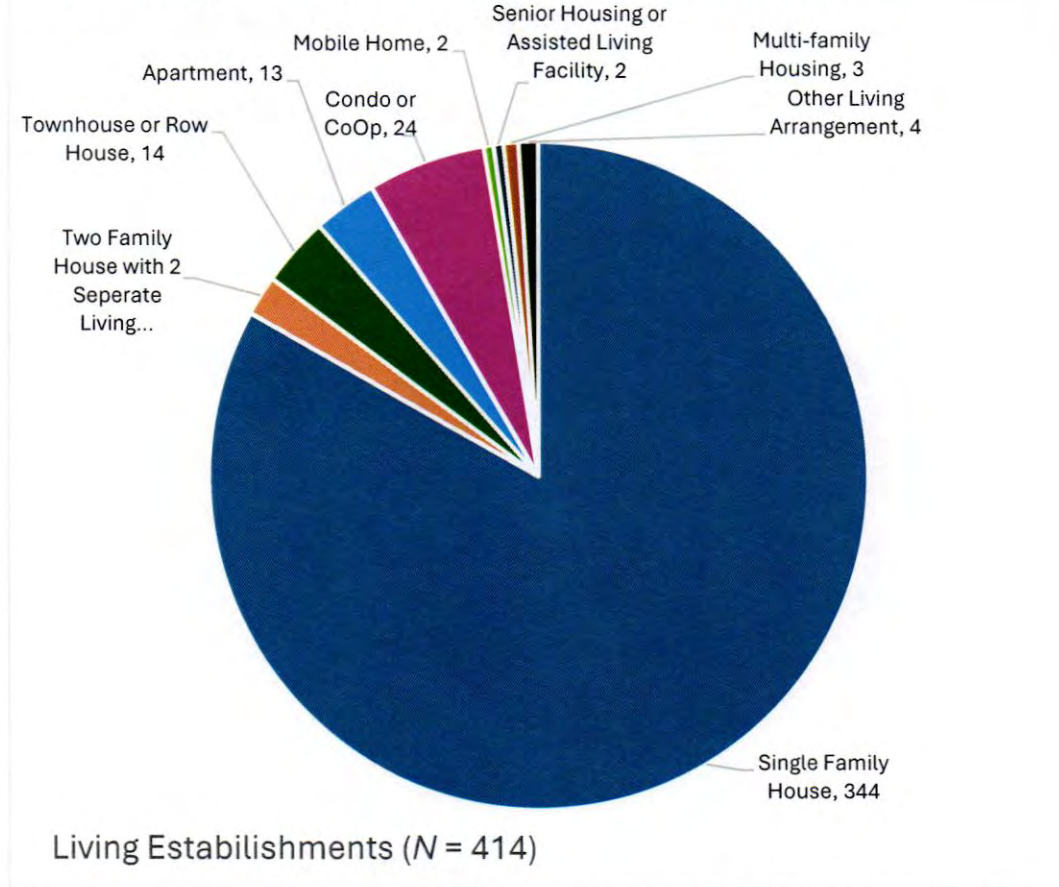


This is the rating of importance of remaining in their current community for as long as possible.

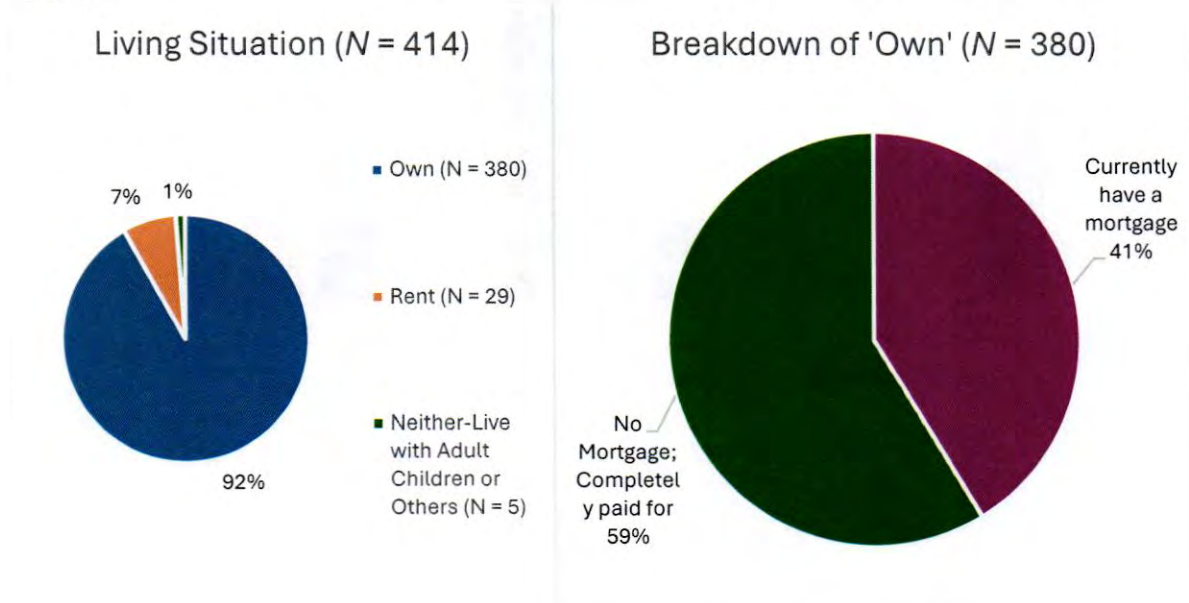
Importance to Remaining In Current Residence As Long As Possible (N = 414)



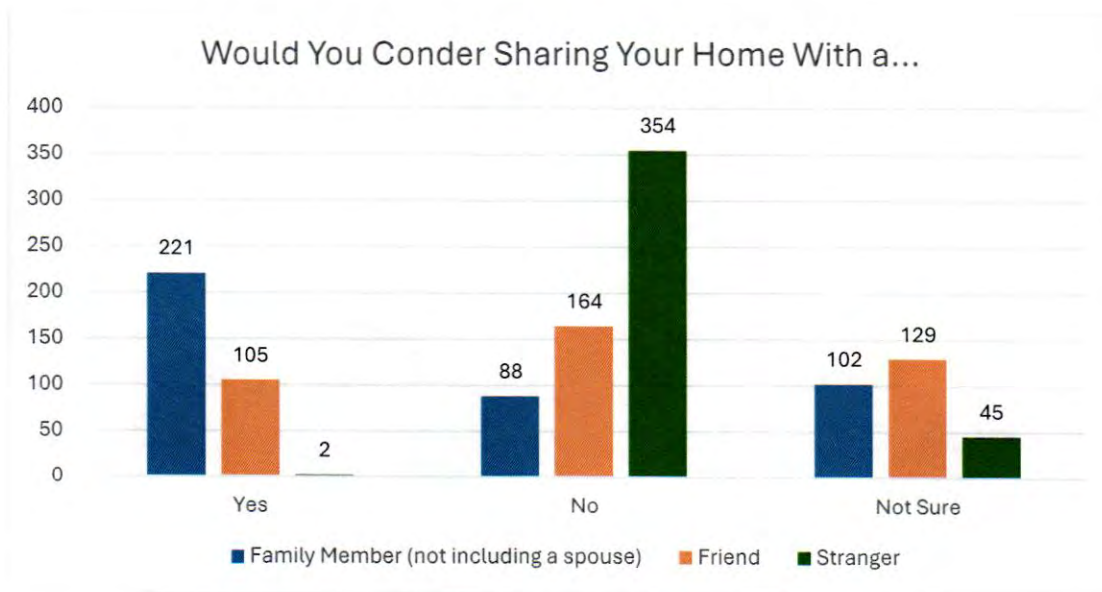
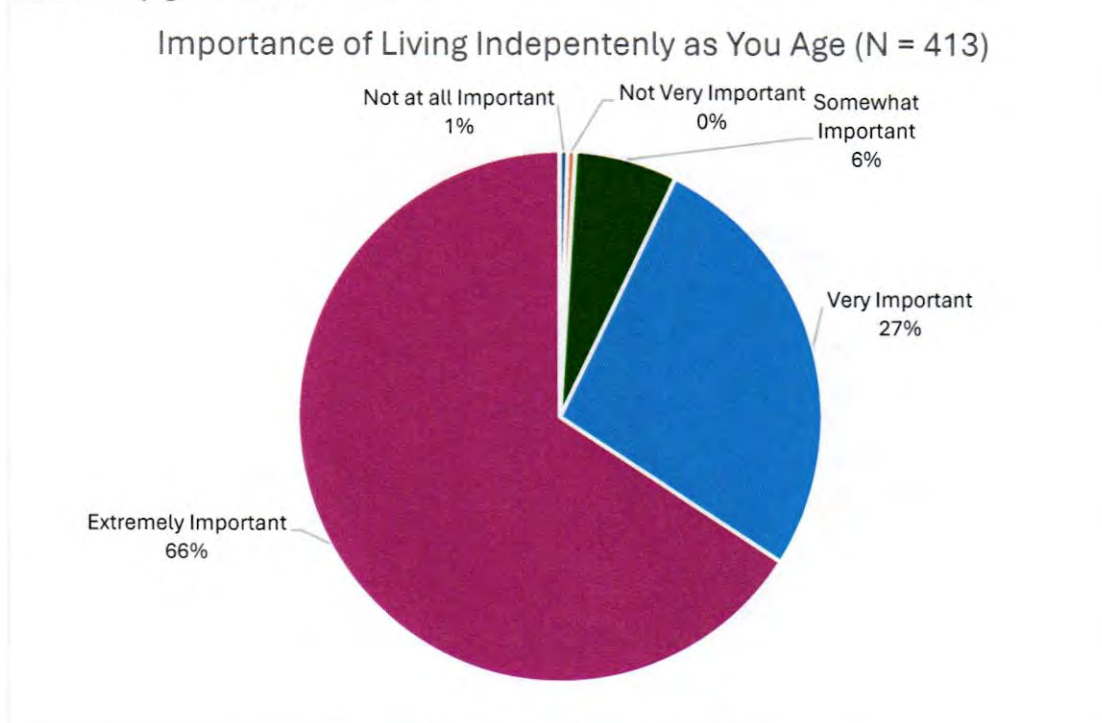
Below are the types of living establishments represented by respondents.



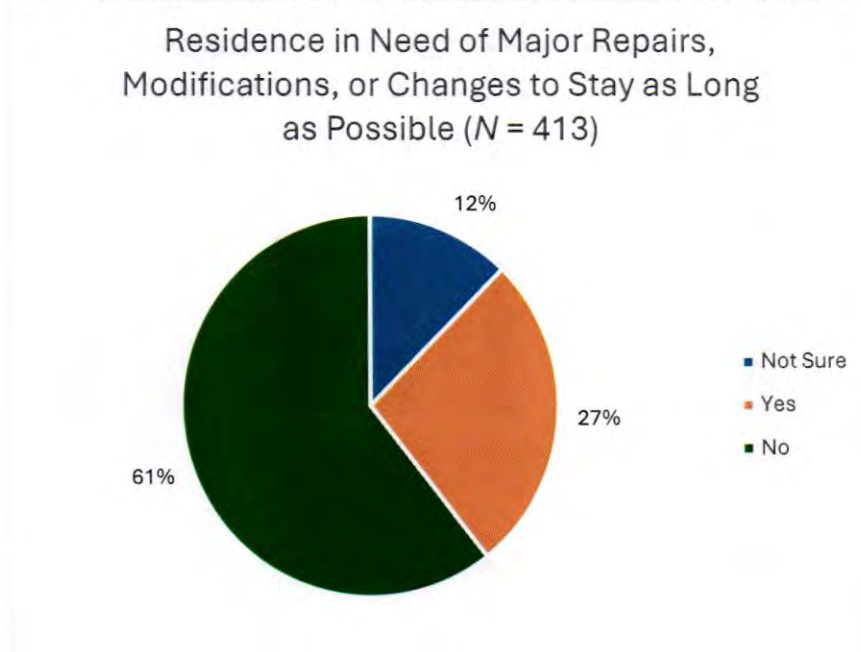
Representation of own or rent of primary home or other type of living arrangement like living with a family member or friend. Additionally, there is a breakdown from those who selected 'Own'.



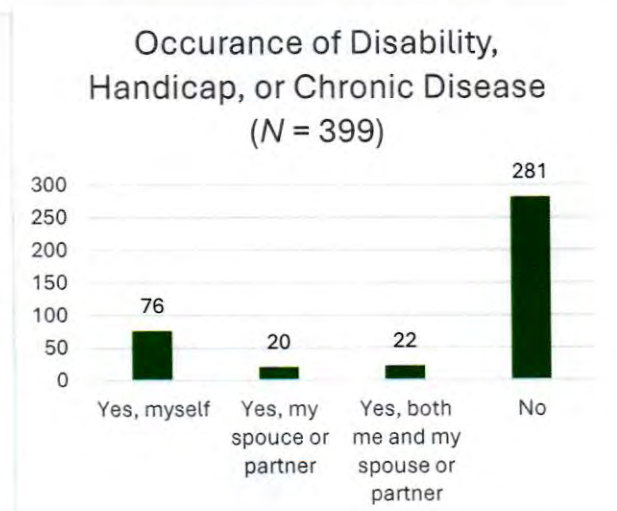
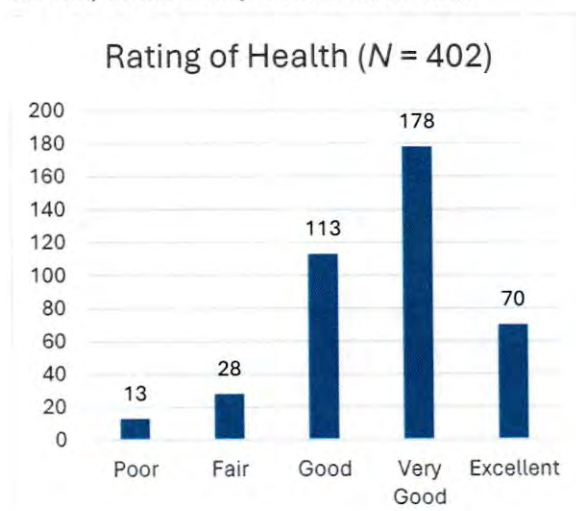
This is the ratings of importance of being able to live independently in your own home as you age. Additionally, there is a breakdown of who respondents would consider sharing their home with as they grow older.



Some people find that they need to make modifications to their residence to enable them to stay there for as long as possible. These are the responses to whether their current residence needs any major repairs, modifications, or changes to enable them to stay there for as long as possible.

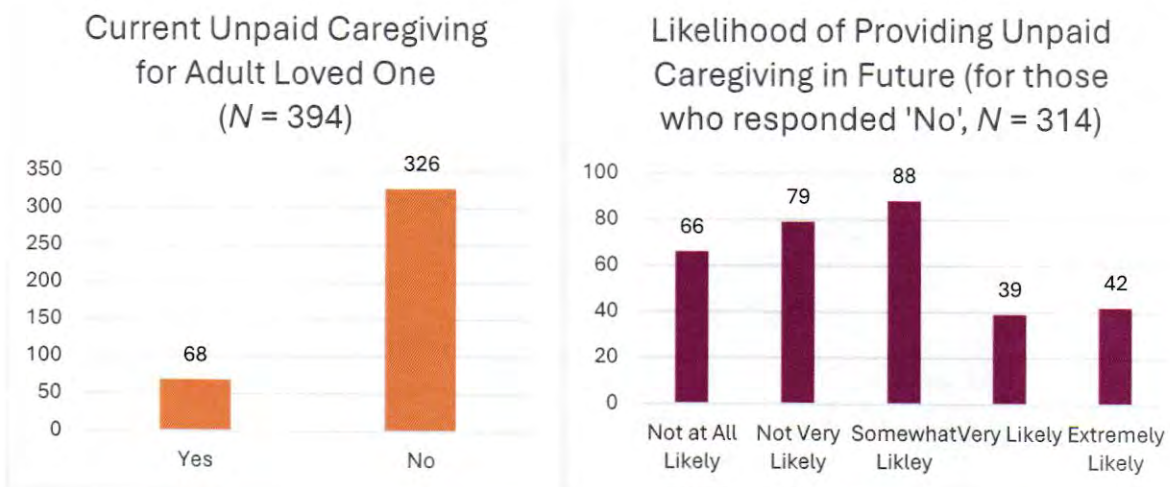


Generally, here is how respondents rated their health. Additionally, they reported if any disability, handicap, or chronic disease keeps them or their spouse/partner from participating fully in work, school, housework, or other activities.

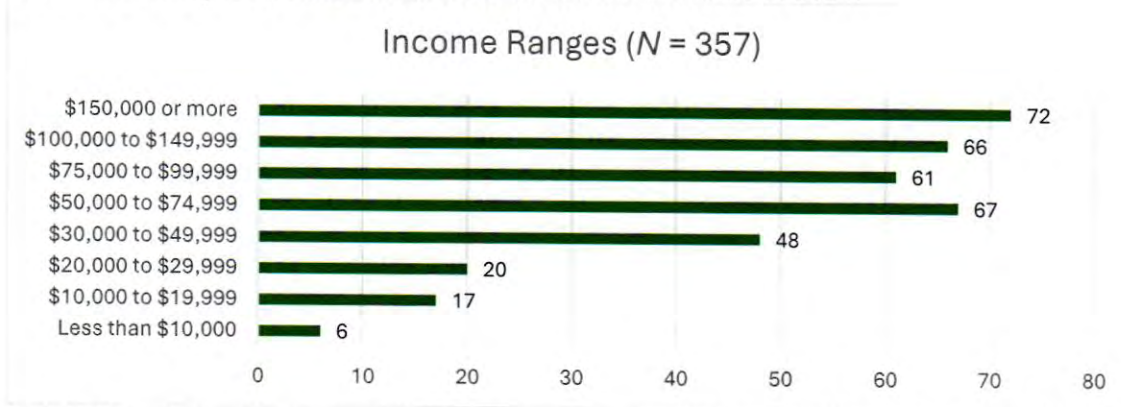


A family caregiver is someone who provides care for an adult loved one who is ill, frail, elderly, or has a physical, mental, or emotional disability. This care may include helping with personal needs like bathing or dressing, meals, household chores, shopping, transportation, managing medical care or finances, or even visiting regularly to see how they are doing. This adult need not live with you. Here is the occurrence of family caregivers providing unpaid care to an adult

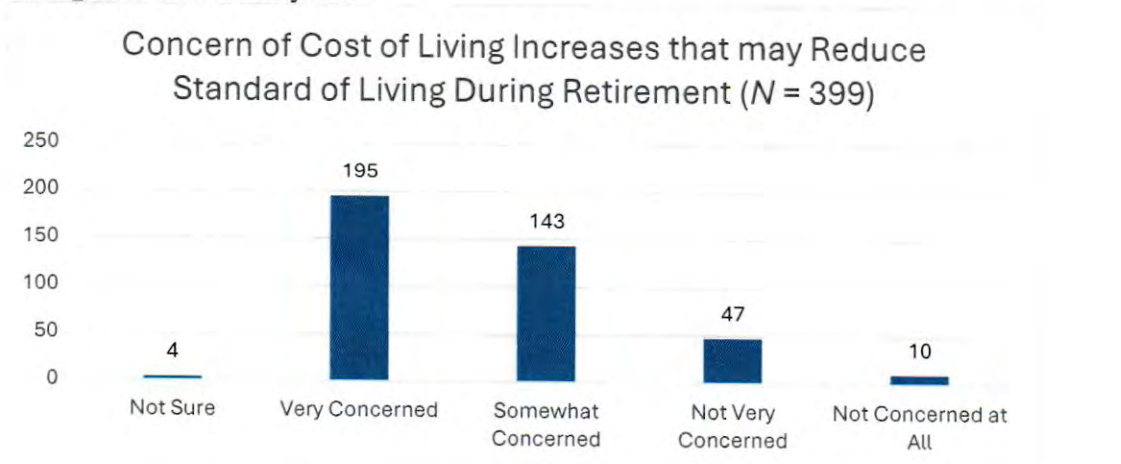
loved one to help them take care of themselves. The second graph is just for those who responded 'No', this is their likelihood of providing unpaid caregiving in the future.



These are the reported annual household income before taxes in 2024.

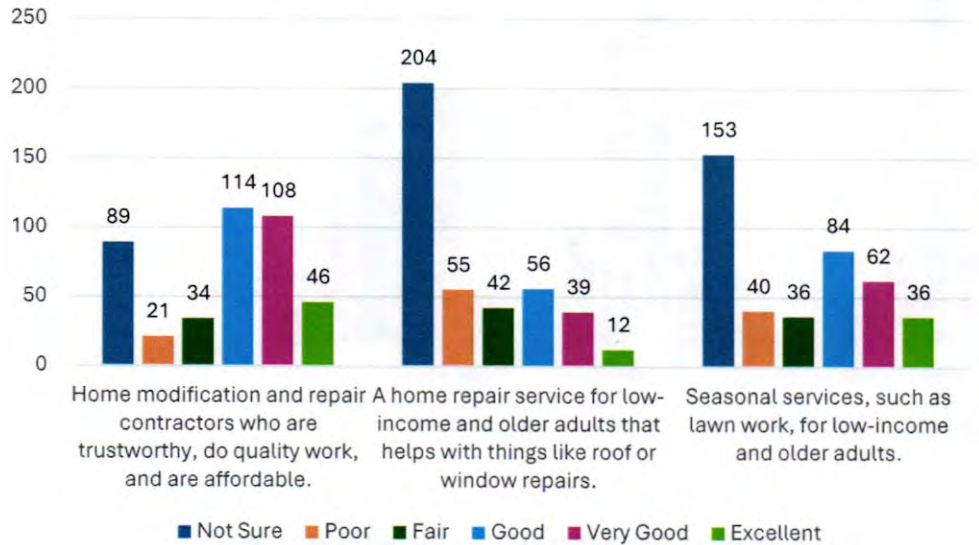


This is the concern that cost-of-living increases may reduce respondents' standard of living during their retirement years.

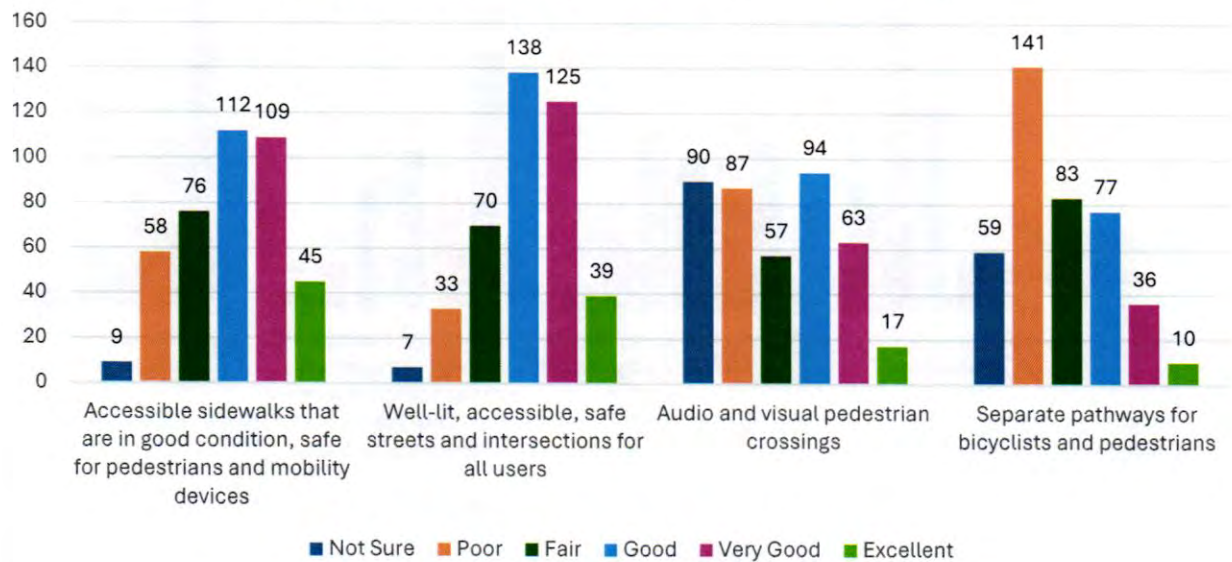


Homes, Public Buildings, and Spaces

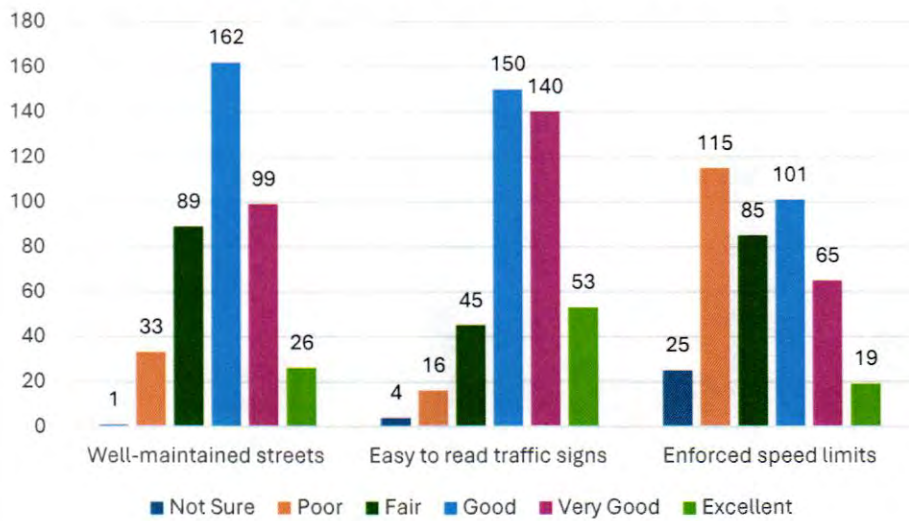
Community Ratings on Having the Following:



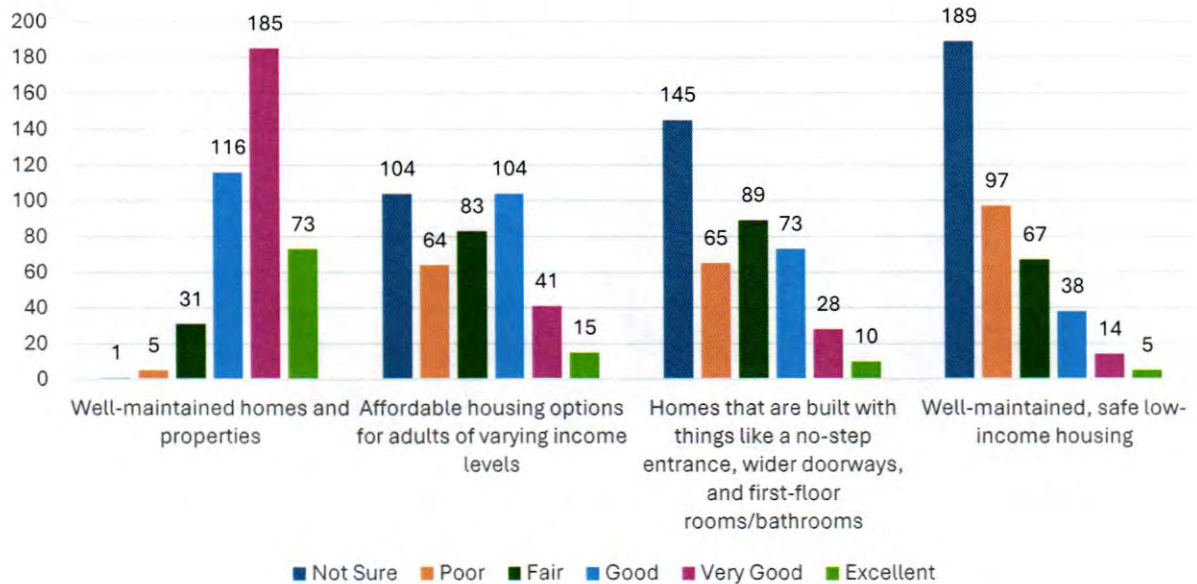
Community Ratings on Having the Following:



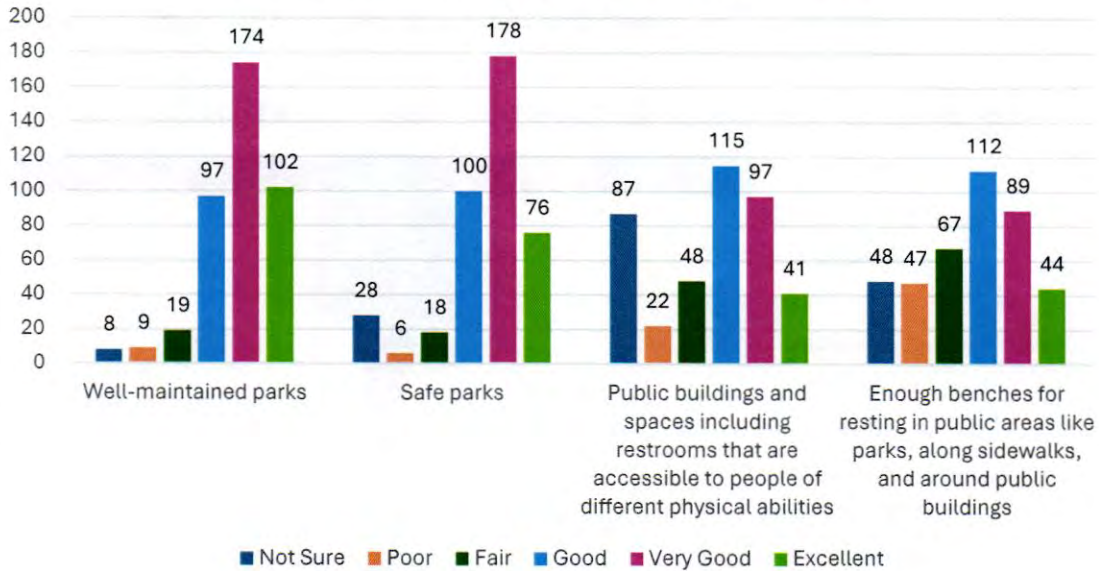
Community Ratings on Having the Following:



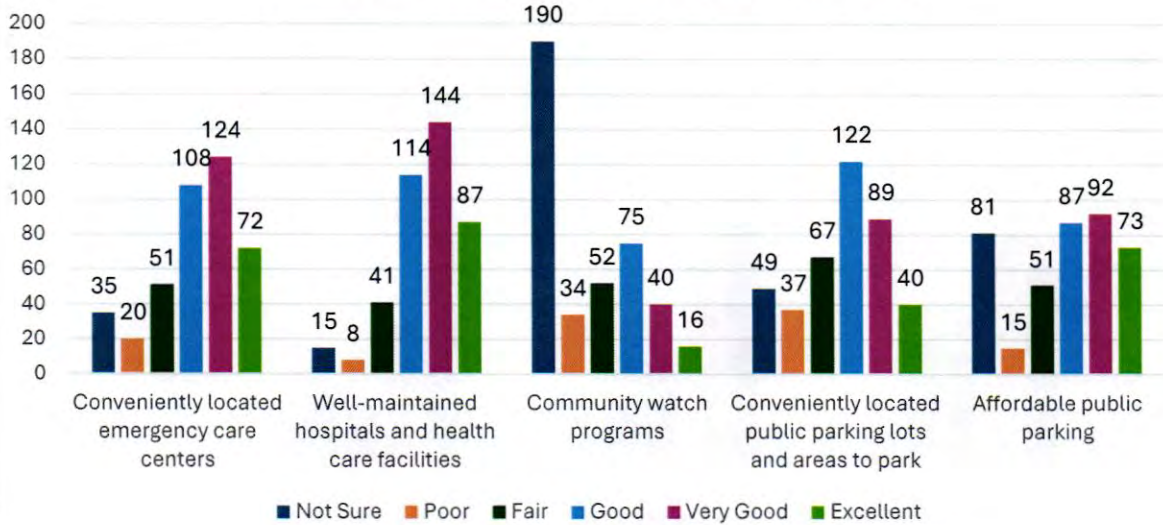
Community Ratings on Having the Following:



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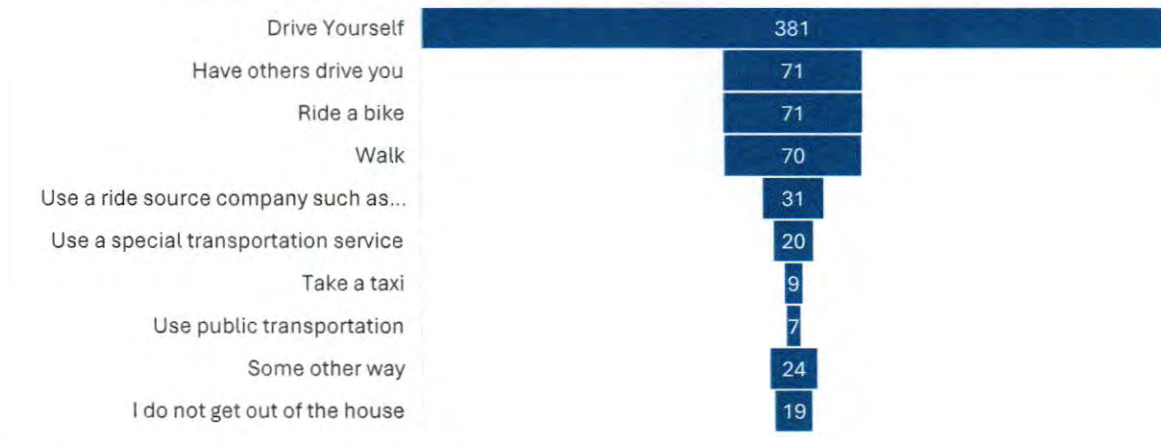
Community Ratings on Having the Following:



Transportation

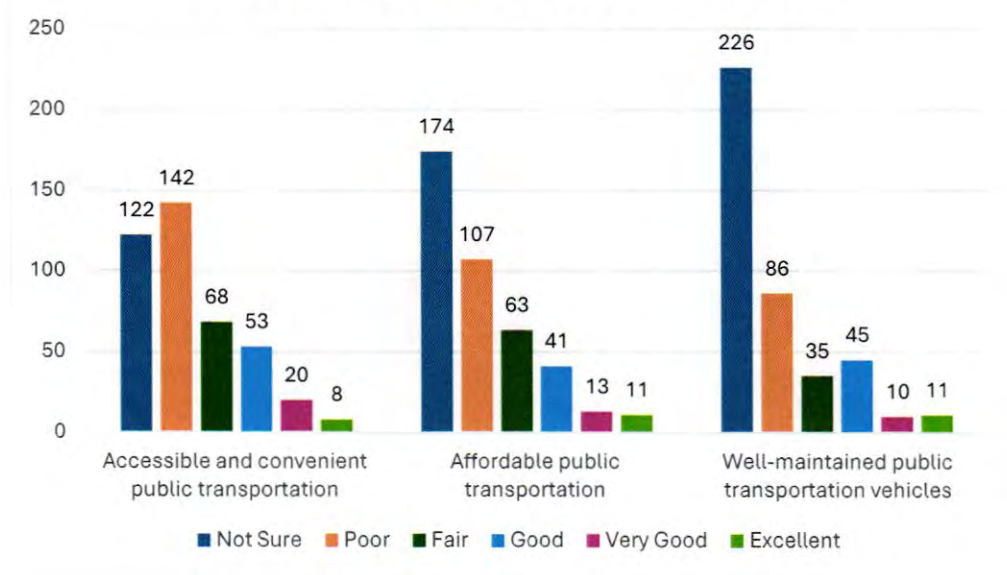
These are how respondents usually get around their community for things like shopping, visiting the doctor, running errands, or other things.

Modes of Getting Around in the Community

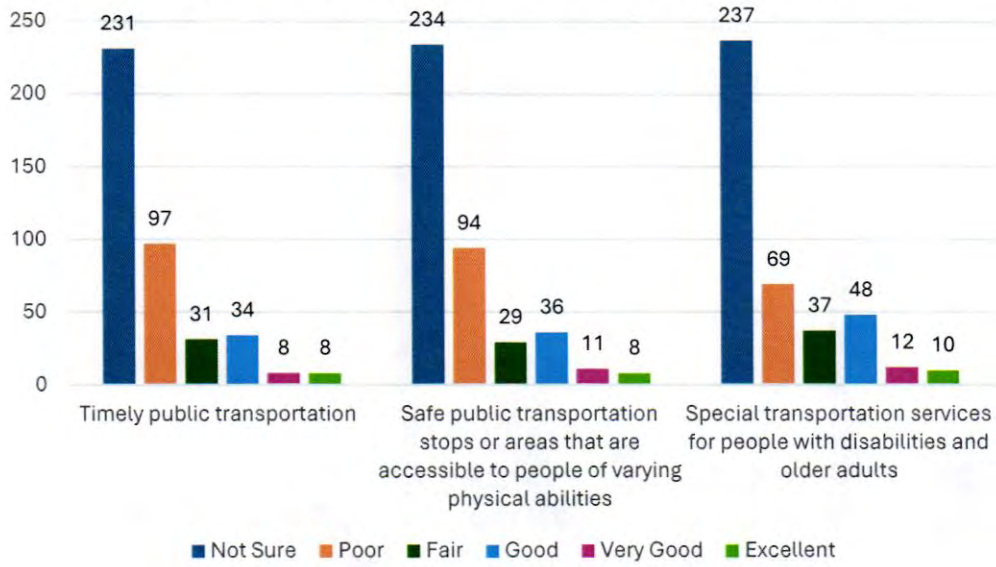


These are the ratings on transportation in the St. Charles area.

Community Ratings on Having the Following:



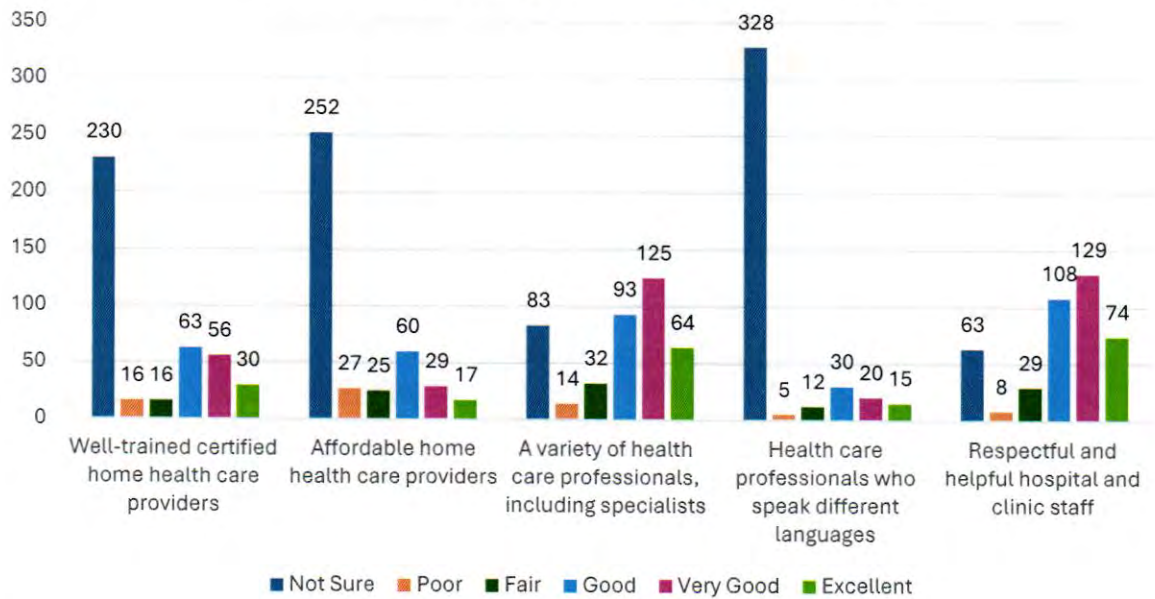
Community Ratings on Having the Following:



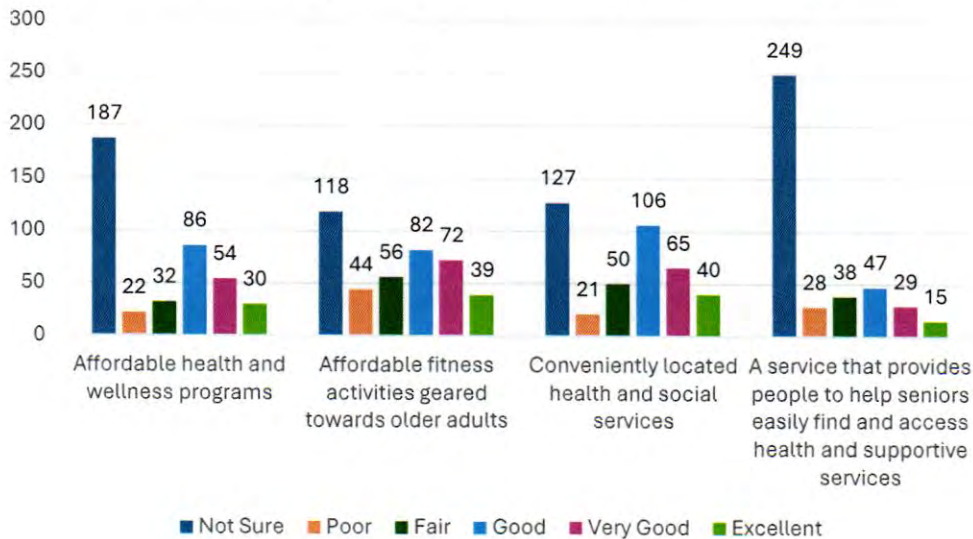
Health and Wellness

In thinking now about health care professionals in the community, these are the ratings.

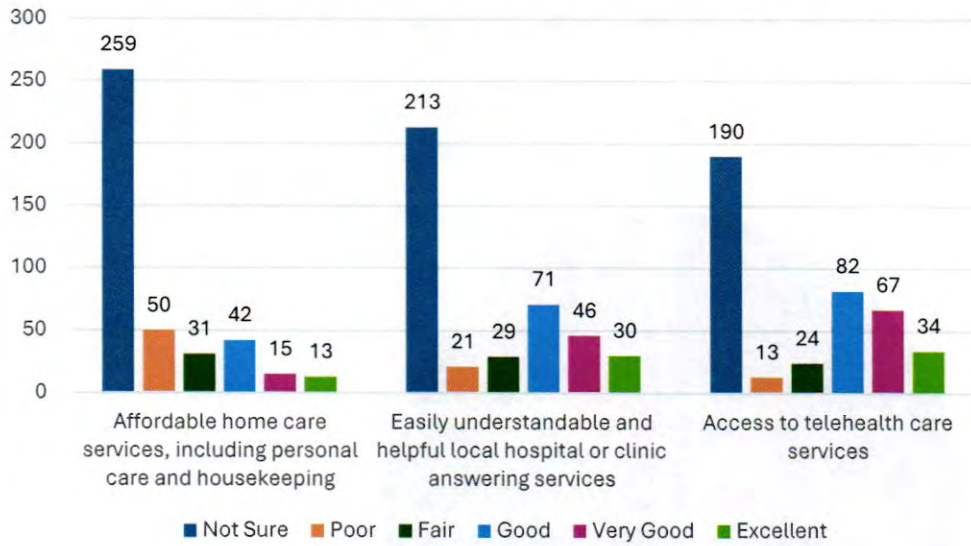
Community Ratings on Having the Following:



Community Ratings on Having the Following:

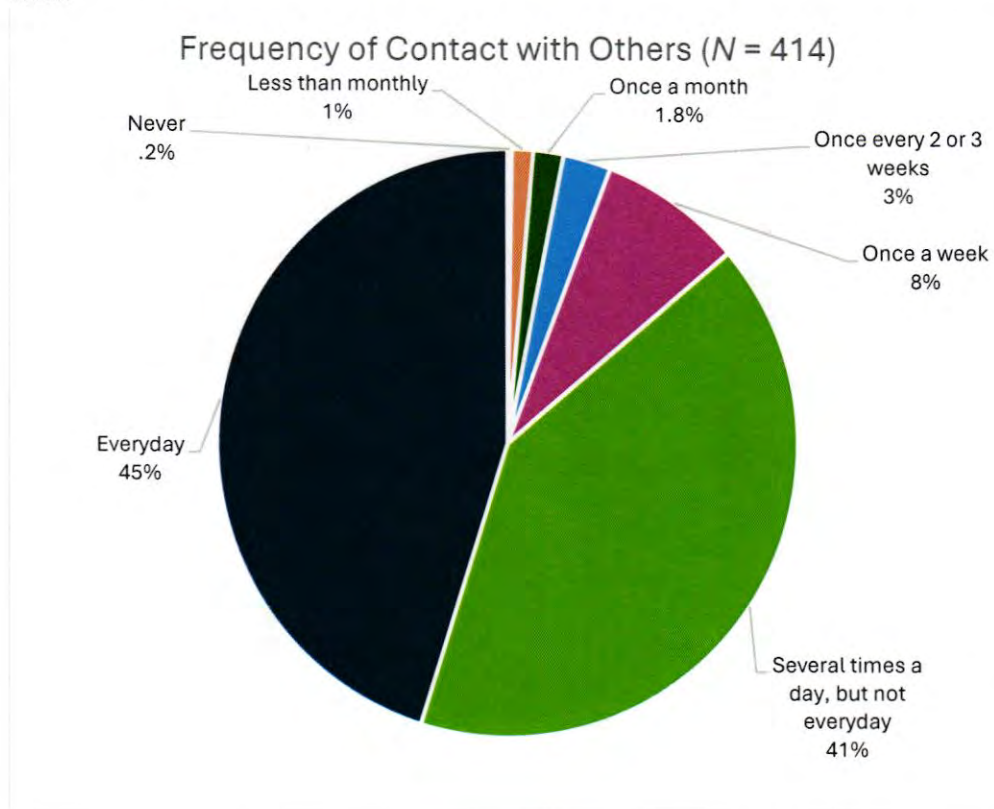


Community Ratings on Having the Following:

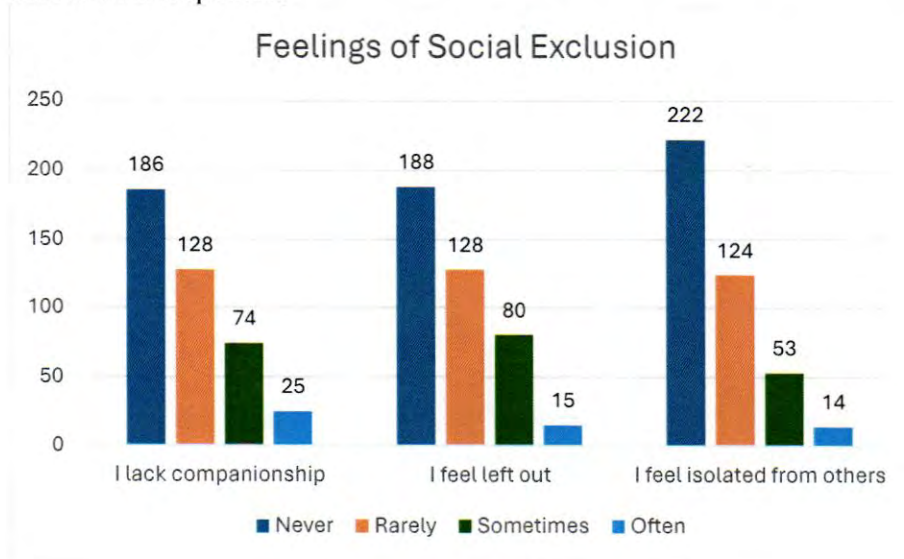


Social Participation, Inclusion and Education Opportunities

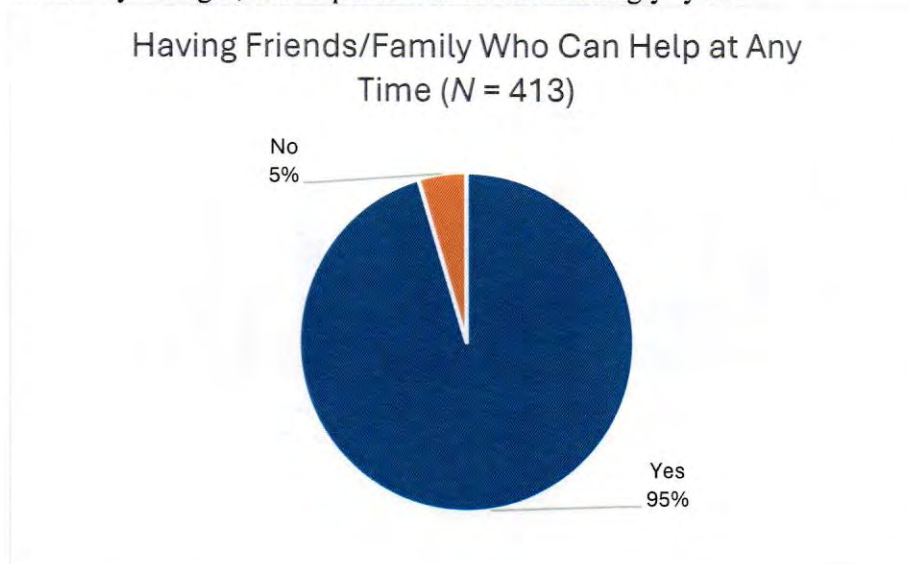
This is the frequency of contact with family, friends, or neighbors that respondents did not live with.



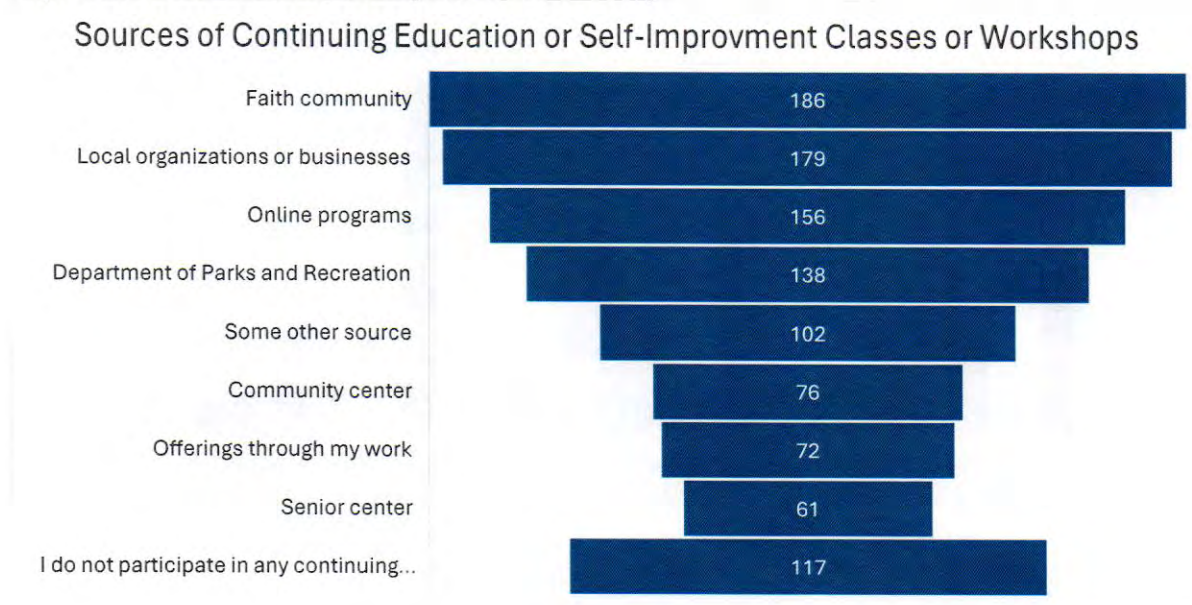
When asked about frequency in lacking companionship, feeling left out, and feeling isolated, here are the responses.



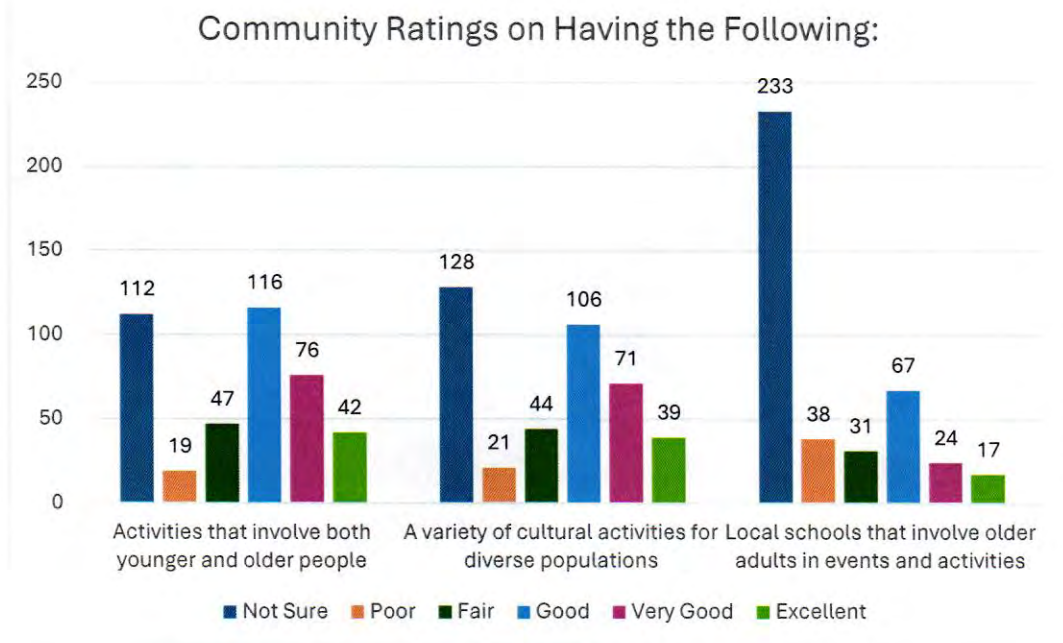
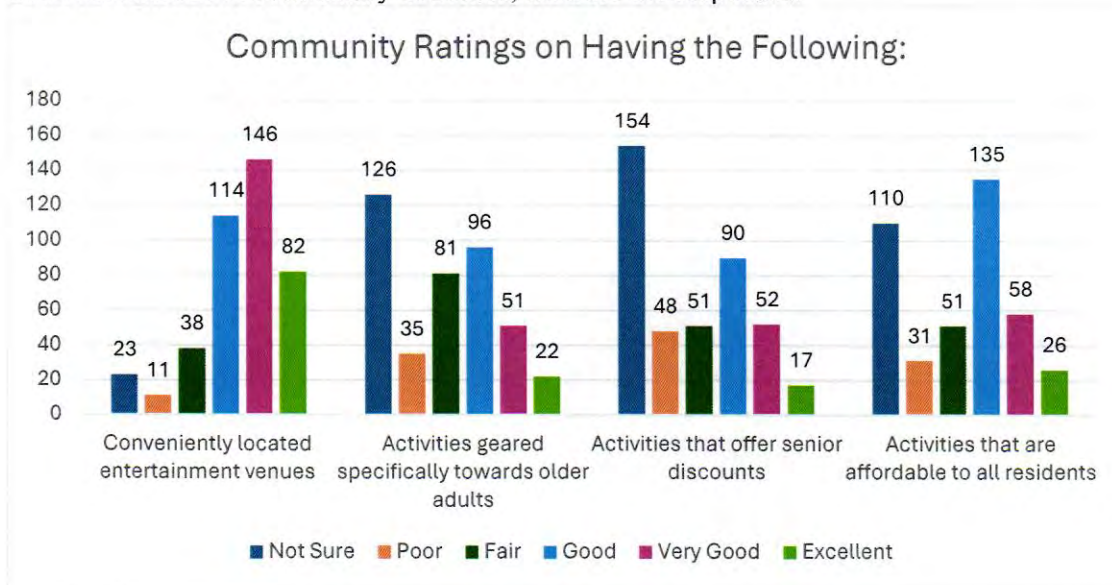
When asked if they were in trouble, did they have friends or family who could help at any time of the day or night, the response was overwhelmingly 'yes'.



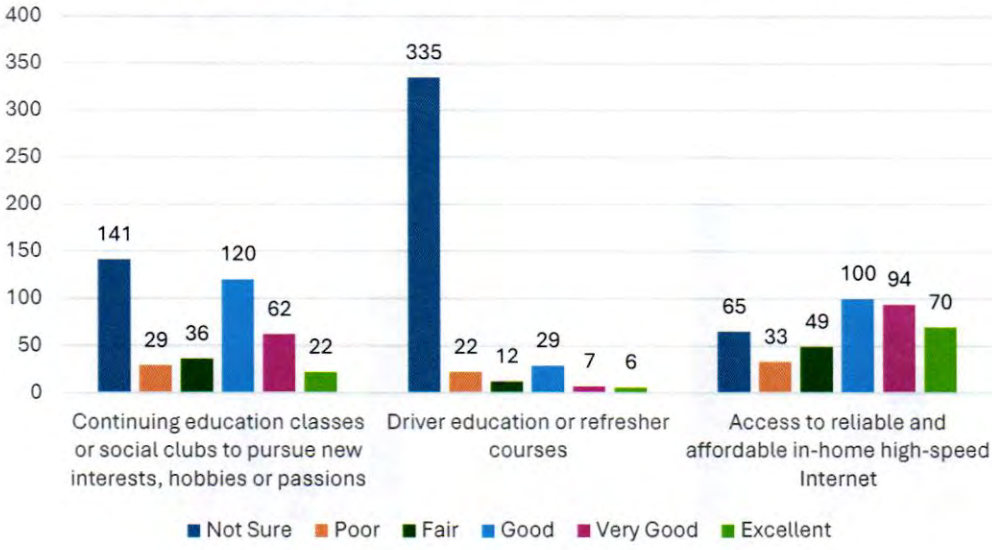
These were responded to as 'Yes' regarding sources for continuing education or self-improvement classes or workshops in the community.



In an assessment of community activities, here are the responses.

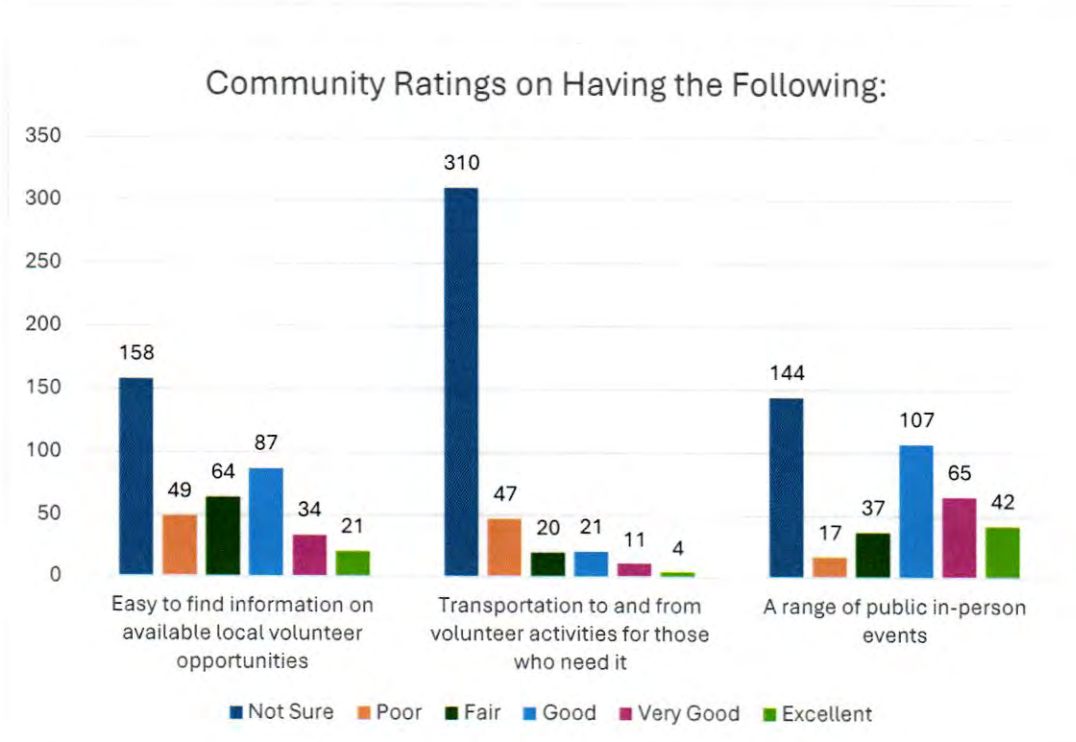
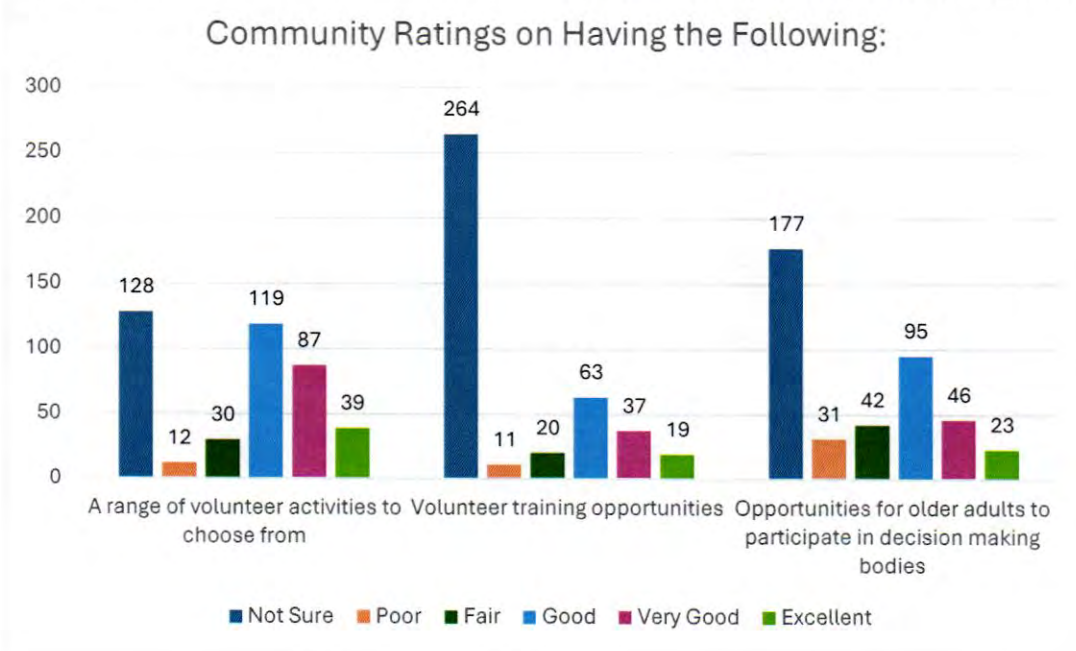


Community Ratings on Having the Following:



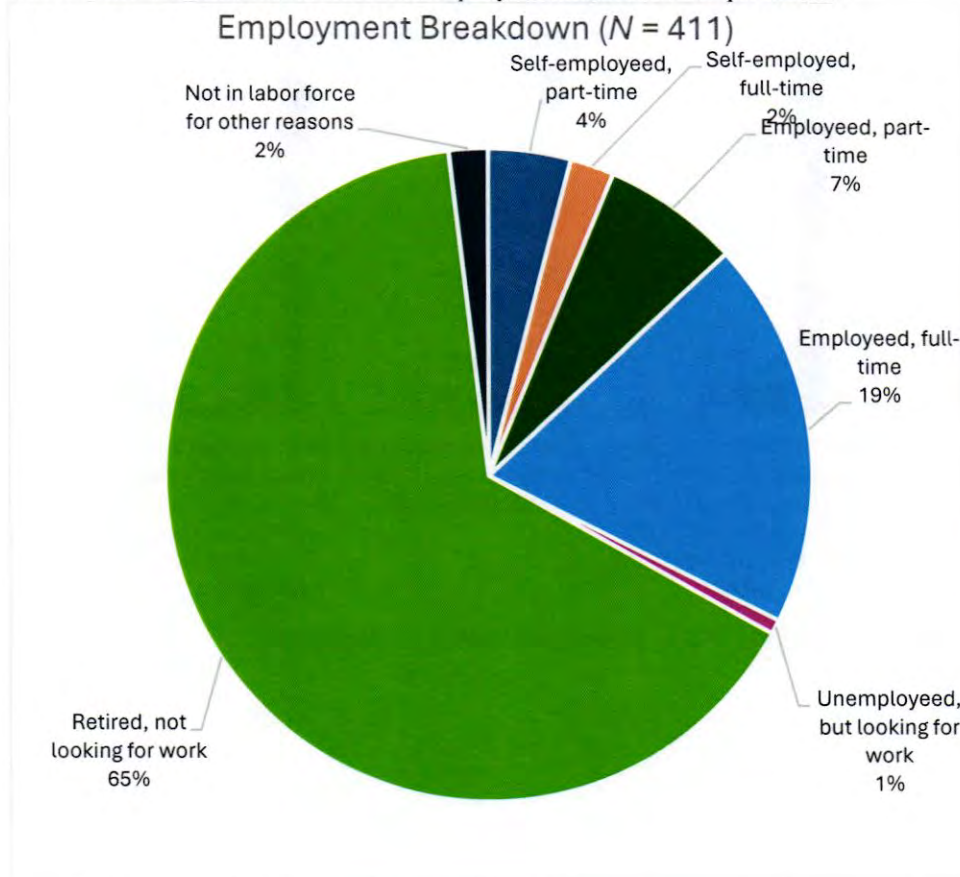
Volunteering and Civic Engagement

For potential volunteer opportunities, these were how the respondents rated the community.

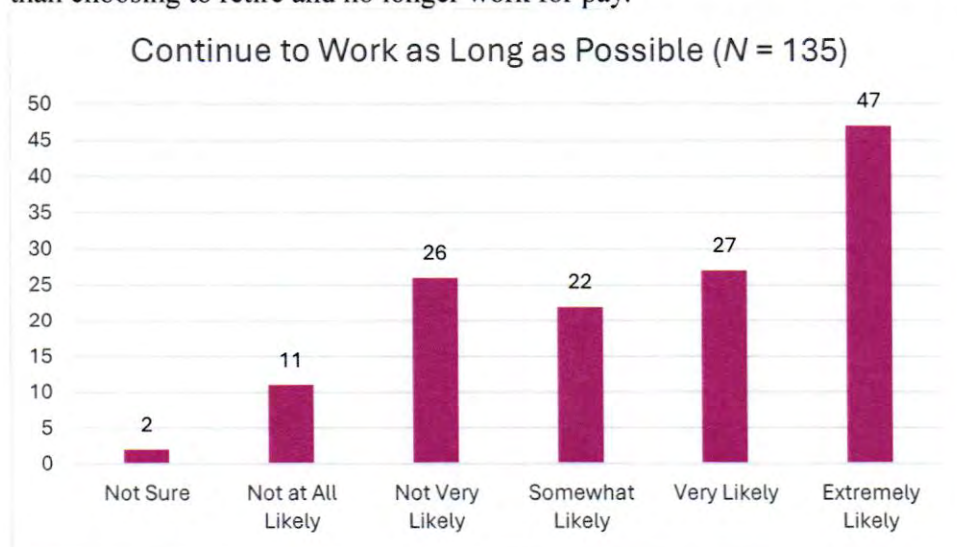


Job Opportunities

Here is the breakdown of current employment status of respondents.

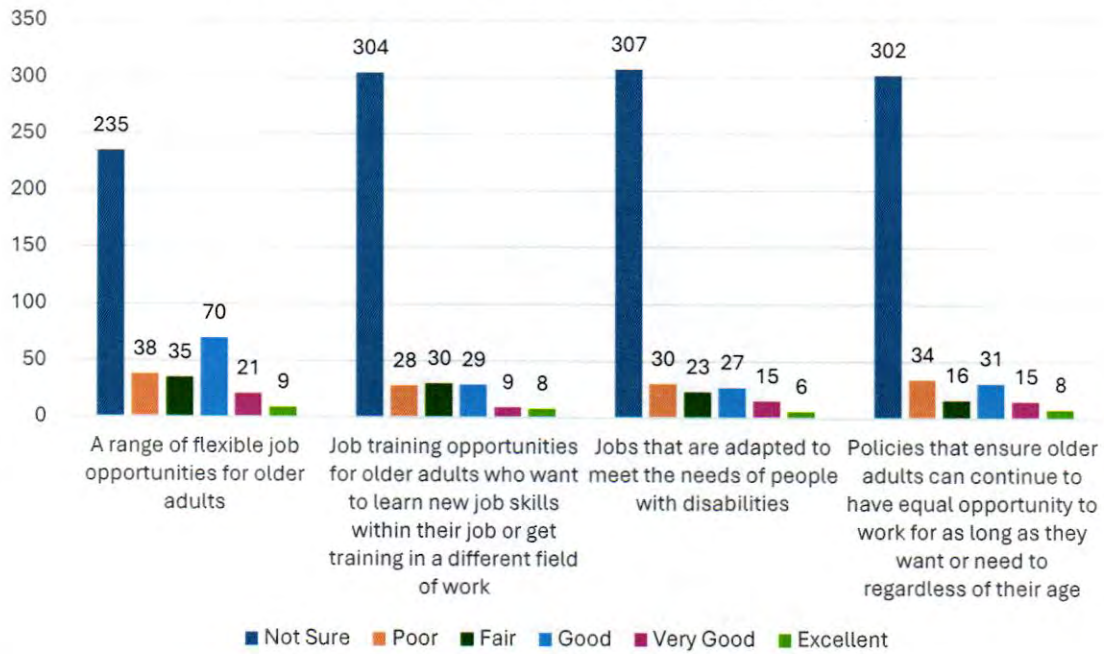


For those still employed, this is how likely they will continue to work as long as possible, rather than choosing to retire and no longer work for pay.



These are the community ratings for employment.

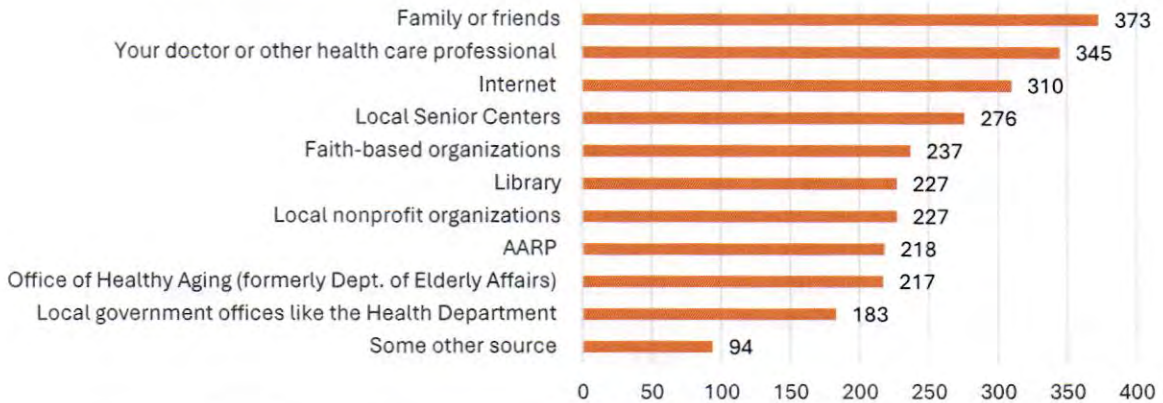
Community Ratings on Having the Following:



Community Information

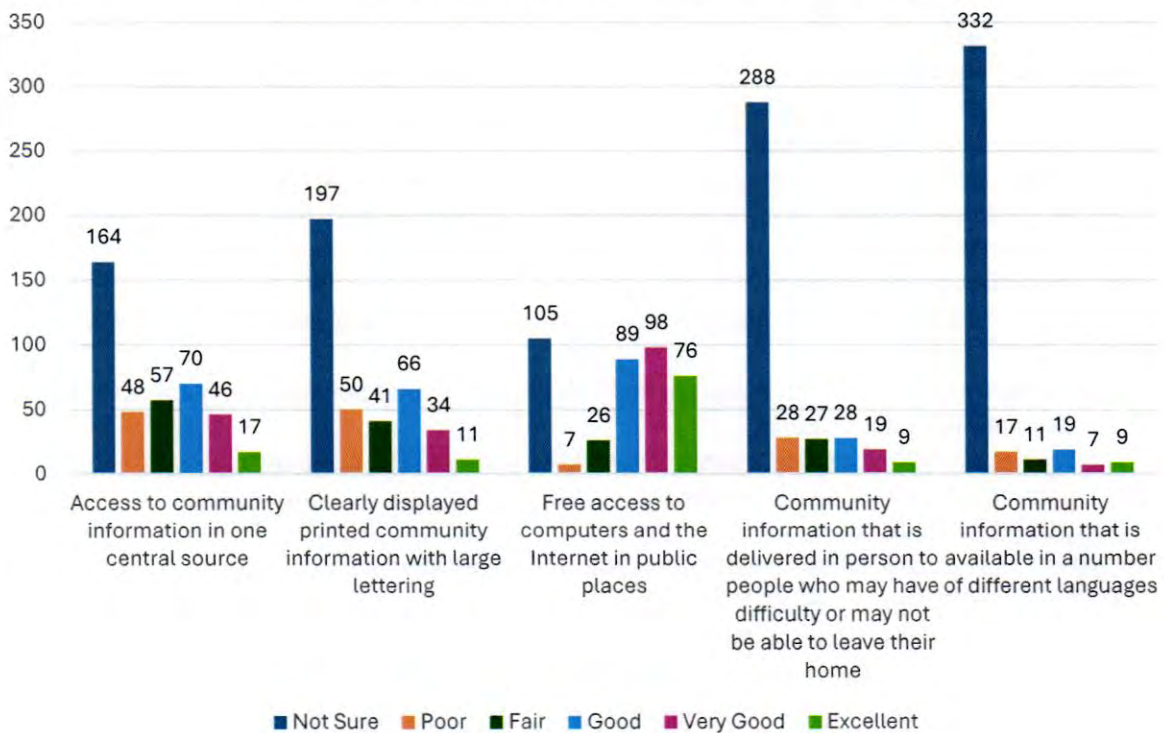
These were responded 'Yes' for resources respondents would you turn they, a family member or friend needed information about services for older adults such as caregiving services, home delivered meals, home repair, medical transport, or social activities.

Resources to Turn to for Info About Services for Older Adults



These are ratings on access to community information.

Community Ratings on Having the Following:



Optional Responses

Please tell us what is working well to support aging in St. Charles City and it's surrounding communities.

Synthesized Themes for What is Working Well:

1. Vital Lifelines (Nutrition & Social Connection)

The most frequently cited success is the Senior Center and Meals on Wheels. These services are viewed not just as utility providers, but as lifelines for health and social connection.

- Meals on Wheels: Praised consistently for the kindness of delivery drivers and the "life-extending" impact of the service.
- Senior Centers: Viewed as essential hubs for socialization and resource access (specifically the centers in St. Charles and St. Peters).
- Support Groups: Programs like the Memory Cafe and caregiver support groups at local churches provide specialized emotional infrastructure.

2. Physical Activity & Wellness Infrastructure

Respondents feel very well-supported in their physical health, specifically through "Silver Sneakers" and the variety of municipal facilities.

- Rec Centers & Gyms: The St. Peters Rec-Plex, St. Charles YMCA, and Wentzville Recreation Center are highly valued for offering affordable or insurance-subsidized (Silver Sneakers/Renew Active) fitness.
- Outdoor Amenities: The Katy Trail, Riverwalk, and local biking/walking paths are major contributors to the quality of life.
- Specific Sports: The rise of pickleball, senior-specific swimming hours (Water Walking), and golf were highlighted as effective ways to stay active.

3. Accessible Public Resources

Two specific public institutions stood out as "innovative" and "great" for the aging population:

- St. Charles City-County Library: Noted for its diverse programs, in-home services, and "Oasis" learning opportunities.
- Local Governance & Communication: The Senior Citizens Advisory Commission and informational emails from local representatives help residents feel informed and represented.

4. Transportation & "Erranability"

The ability to navigate the community is a high priority, with several successful systems mentioned:

- Micro-transit: The Charley bus, c, and iTN Gateway are recognized as vital tools for maintaining independence.
- Proximity: Many residents expressed satisfaction with the close proximity of banks, pharmacies, and hospitals, reducing the "driving burden" for daily errands.

5. Event-Driven Vitality

The "vibe" of St. Charles plays a significant role in senior satisfaction.

- Festivals: Events like Music on Main, Frenchtown Summer Nights, and the various Main Street festivals provide consistent, low-barrier social opportunities.
- Safety & Solidarity: A recurring sentiment is the feeling of safety and the "neighborly" support found in specific developments or through church networks.

6. Anticipation of Future Investment

There is significant positive "buzz" regarding the new Senior/Community Center currently under development. This indicates that the community is eager for modernized spaces and views the project as a "promise" of continued support.

Do you have any concerns or ideas that have not been addressed by this survey? If so, please state them here.

Synthesized Themes for Concerns or Ideas:

1. Economic Vulnerability & Tax Burden

There is an overwhelming frustration by the mismatch between fixed incomes and rising costs. While the city has programs in place, residents feel they are either insufficient or too difficult to access.

- **Taxation:** Intense frustration regarding personal property and real estate taxes. The "tax freeze" is criticized for having too much "red tape" or providing negligible savings (e.g., "\$30 savings for a lot of effort").
- **Infrastructure Costs:** Rising utility bills (water, natural gas, electric) and internet/streaming costs are creating significant budget strains.
- **Cost of Aging:** High costs for over-the-counter medical supplies and durable medical equipment were specifically noted as a burden.

2. The "Active Professional" & Evening Gap

A significant "hidden" demographic emerged: seniors who still work or lead active lives but find themselves excluded from current offerings.

- **Scheduling:** Almost all senior activities are held during the day. Working seniors feel "invisible" because they cannot attend weekday programs.
- **Programming Variety:** There is a loud call for more than just "Bingo." Residents want "intellectual" offerings, free yoga, and evening social events.

3. Transportation & Pedestrian Safety

While the previous prompt praised the "Charley Bus," these responses highlight the limitations of the current system.

- **Public Transit Gaps:** A major fear is the lack of county-wide public bus routes. Many noted that losing their driver's license would force them into a nursing home prematurely.
- **Hazardous Walking:** Even in "walkable" areas, residents feel unsafe due to uneven brick sidewalks (tree roots), lack of crosswalks, and "aggressive/speeding" drivers.
- **Accessibility:** Main Street festivals—while popular—are described as "nearly impossible" to access for those with mobility challenges due to parking and street layout.

4. Core Infrastructure & "Curb Appeal"

There is a growing concern that the physical city is deteriorating.

- **Maintenance:** Calls for consistent code enforcement regarding overgrown weeds, unkept yards, and "condemned properties."
- **Basic Utilities:** Safe drinking water and a dedicated water plant were mentioned as higher priorities than entertainment venues.

5. Communication & Information Silos

Even where services exist, residents don't know where to find them.

- **Centralization:** A recurring request for a "one-stop-shop" for senior information, rather than receiving fragmented info from water bills or church bulletins.

- Digital Literacy: Requests for help navigating the internet, avoiding ID theft/scams, and choosing streaming services to lower monthly bills.
- Liaison: A desire for a dedicated city liaison to bridge the gap between senior residents and local government.

6. Housing & Development Tensions

There is a clear tension between the city's growth and the needs of long-term residents.

- The "Apartment" Concern: Some view the rise of rental properties as a threat to community stability.
- Affordability: While many "senior living" facilities are being built, they are described as "very expensive" and out of reach for those on Social Security.
- Green Space: Concern over the loss of green space to "Data Centers" and large housing developments.



TO: City Council
FROM: Office of the Mayor
DATE: June 15, 2026
SUBJECT: Appointment Memorandum for the June 23, 2026 City Council Meeting

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

City/County Library Board

- The reappointment of *Richard Gartner*, whose term had expired *June 2024* for a term expiring *June 2027*.
- The reappointment of *Lisa Alexander*, whose term expires *June 2026* for a term expiring *June 2029*.

Frenchtown Special Business District

- The appointment of *Susan Berthold*, a residential property owner in Frenchtown, to replace *Chris Kyle* for a term expiring *January 2027*.

Greater St. Charles Convention and Visitor's Bureau

- The appointment of *Donna Delaney*, a business owner in the City, to replace *Lydia Crespo* for a term effective *July 1, 2026* and expiring *July 2029*.
- The appointment of *Brandon Eckhardt*, a business owner in the City, to fill a vacant position for a term expiring *May 2028*.

Landmarks Board

- The reappointment of *Laura Shadow*, whose term expires *July 2026*, for a new term effective *July 1, 2026* and expiring *July 2029*.

Parks & Recreation Board

- The reappointment of *Larry Muench*, whose term had expired *May 2025*, for a term expiring *May 2028*.

- The appointment of **Brad Hausman** to replace **Anne Zerr** whose term expired **May 2025**, for a term expiring **May 2028**.

Planning & Zoning Commission

- The appointment of **Michelle Muir**, to fill a vacant position for a term expiring **July 2026**.

Veterans Commission

- The reappointment of **Renee Porter** whose term had expired **March 2026** for a new term expiring **March 2029**.
- The reappointment of **Ivan Bohlender** whose term had expired **March 2026** for a new term expiring **March 2029**.

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

Sincerely,


Daniel J. Borgmeyer
Mayor



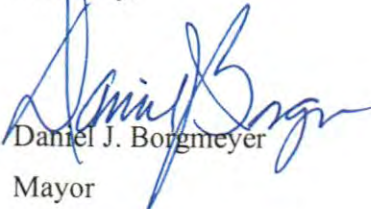
TO: City Council
FROM: Office of the Mayor
DATE: June 15, 2026
SUBJECT: Appointment to the Ward 4 City Council Seat

Article III, Section 3.8(c) of the Charter of the City of St. Charles provides:

In case of vacancy in the council, . . . the mayor shall appoint a person to fill the vacancy until a successor is elected at the next election at which the candidates for office have time to properly file for elected office pursuant to the election laws of the City and of the State of Missouri. No appointment to fill a vacancy in the council shall be effective until approved by a majority of the remaining members of the council.

I respectfully request the City Council's confirmation of the appointment of Thomas Bruening, a qualified resident of Ward 4, to fill the vacant Ward 4 City Council Seat until such time as a qualified replacement is elected pursuant to the Charter.

Sincerely,


Daniel J. Borgmeyer
Mayor



TO: City Council
FROM: Office of the Mayor
DATE: June 17, 2026
SUBJECT: Removal from St. Charles Parks and Recreation Board

Article VII, Section 7.2 of the Charter of the City of St. Charles provides that Parks and Recreation Board “Members may be removed during their term by either the mayor with the approval of the council or by a four-fifths (4/5) majority vote of the entire council.”

I hereby propose the removal of Sandy Bichel as a member of the St. Charles Parks and Recreation Board, and request the City Council’s approval of such removal. This request requires a majority vote of the City Council.

Sincerely,

A handwritten signature in blue ink that reads 'Dan Borgmeyer'.

Daniel J. Borgmeyer
Mayor

**Council Work Session of the City Council
Of the City of Saint Charles, Missouri
May 12, 2026**

The City Council of the City of Saint Charles, Missouri convened in a Work Session at 6:00 p.m. on Tuesday, May 12, 2026, in the Council Chambers of City Hall, 200 North Second Street, Saint Charles, Missouri, with President of the Council Mark Hollander presiding and the Members of the Council present as follows: Michael Galba, Brian Gould, Bart Haberstroh, Chris Kyle, Denise Mitchell and Vince Ratchford. Absent: Justin Foust, Steve Hollander and Scott Shipman. City Clerk Kimberly Hudson was present and performed the duties of that office.

Presentation Relative to the Proposed City Center Complex (C3) Rec Center Operating Agreement

Assistant City Administrator Zach Tusinger provided a presentation relative to the proposed operating agreement between the City and the Gateway Region YMCA for operation of the new Rec Center as part of the City Center Complex (C3) project. Representatives from the Gateway YMCA also participated in the presentation and discussion.

Mr. Tusinger provided an overview of the proposed partnership structure, noting the Rec Center is anticipated to open in late 2027 and that the agreement would return to Council at a future meeting for formal consideration. The presentation included the operational model, agreement structure, financial assumptions, and examples of similar YMCA-operated facilities in the region. Mr. Tusinger further reviewed key agreement provisions including membership and programming revenue assumptions, operational reserves, surplus distribution, maintenance responsibilities, administrative fees, and capital improvement obligations.

Discussion was held relative to the City's anticipated role during initial operations, financial sustainability, membership rates and discounts, employee pricing opportunities, military and SilverSneakers participation, classes and programming, equipment responsibilities, and operating reserves.

Councilmember Vince Ratchford inquired whether the employee discount rates could be locked in and noted he hopes the City's backstop would be limited to the first year of operations.

**Council Work Session of the City Council
Of the City of Saint Charles, Missouri
May 12, 2026**

Councilmember Denise Mitchell requested staff to speak with the City of St. Peters regarding reciprocity.

Presentation Relative to an Update on the City Center Complex (C3)

Assistant City Administrator Brad Temme provided a presentation relative to the progress of the City Hall and Parking Garage project, the Senior Center and Recreation Center, Main Street Improvements, and the Sawtooth Farmers Market. The update also included anticipated construction timelines, project schedules, and budget information.

A brief discussion was held regarding pull-up parking at the Second Street entrance to City Hall, an electronic sign-in process for public speakers, the location of the Convention & Visitors Bureau (CVB) offices and the importance of the CVB maintaining a presence on Main Street.

Director of Administration Larry Dobrosky also provided an update on the Historical Society, noting its preference to remain located on Main Street. Mr. Dobrosky reported that Council has approved the use of Council Directives funding towards the installation of a fire sprinkler system and that staff is currently working on the terms of a long-term lease agreement.

Presentation Relative to an Update on Economic Development

City-contracted real estate broker Adam Glosier of Scout Realty provided a presentation updating the Council relative to economic development projects that have been completed and those in progress. A brief discussion was held relative to the projects.

CLOSED SESSION

At 7:40 p.m., VINCE RATCHFORD made a motion to adjourn into closed session pursuant to RSMo 610.021(2), as amended. MARK HOLLANDER seconded the motion. A roll call vote was taken with the following results: “Aye”: Galba, Gould, Haberstroh, M. Hollander, Kyle, Mitchell and Ratchford. “Nay”: None. Absent: Foust, S. Hollander and Shipman. Motion passed.

**Council Work Session of the City Council
Of the City of Saint Charles, Missouri
May 12, 2026**

The closed portion of the Council Work Session adjourned at 8:52 p.m.

At 8:53 p.m. CHRIS KYLE made a motion to adjourn the open portion of Council Work Session. DENISE MITCHELL seconded the motion. All voted in favor. Motion passed.

Date Approved

Kimberly Hudson, City Clerk

Mark Hollander, Presiding Officer



RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
May 19, 2026

The City Council convened in a Regular City Council Meeting on Tuesday, May 19, 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 Mark Hollander presiding. The Honorable Mayor Daniel J. Borgmeyer and Members of the Council were present as follows: Justin Foust, Michael Galba, Brian Gould, Steve Hollander, Chris Kyle, Denise Mitchell, and Vince Ratchford. Absent: Bart Haberstroh and Scott Shipman. City Clerk Kimberly Hudson was present and performed the duties of that office.

File #49417

A motion was made by JUSTIN FOUST to excuse the absence of Councilmembers Bart Haberstroh and Scott Shipman. DENISE MITCHELL seconded the motion. All voted in favor, motion passed.

The meeting was opened with a moment of silence and Pledge of Allegiance to the Flag led by City of Saint Charles Leader of Tomorrow Stella Hartman of the Orchard Farm Jr. High School.

PRESENTATIONS/AWARDS/PROCLAMATIONS

Presentation of Plaque to Retiring Councilmember Bill Otto

Council President Mark Hollander presented a plaque on behalf of the City Councilmembers to retiring Councilmember Bill Otto and thanked Mr. Otto for all his dedication and hard work to the City of Saint Charles during his tenure as a Councilmember.

A Proclamation Honoring the Life of Ernie Dempsey

Mayor Daniel J. Borgmeyer, on behalf of the City Council, presented a proclamation honoring Ernest W. “Ernie” Dempsey for his lifelong service to the community. The proclamation recognized his Navy service, his leadership as owner of Pio’s Restaurant, his involvement in numerous civic organizations, and the many honors he received throughout his life. It also acknowledged his passing on March 12, 2026, and his legacy as a devoted family man.

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
May 19, 2026

The proclamation was received by his children, Tom and Ann Dempsey, with their sister Mary Dempsey unable to attend. Tom Dempsey expressed appreciation and shared that his father credited his wife for shaping the man he became and that he gave to the community because he felt he received so much from it.

A Proclamation Declaring May 17-23, 2026 as National Public Works Week in the City of St. Charles

Mayor Borgmeyer presented a proclamation to Public Works Director Larry Perney and employees of the Public Works Department declaring May 17-23, 2026 as National Public Works Week in the City of Saint Charles.

Presentation of the St. Charles Superstar Award to Lexi Johnson

Councilmember Foust introduced the new St. Charles Superstar Award, created to recognize outstanding young athletes. Mayor Borgmeyer presented the award to Lexi Johnson, honoring her as St. Charles West's first female state wrestling champion. The Council congratulated her on her historic achievements and her commitment to continue competing at Missouri Baptist University.

Presentation of the St. Charles Superstar Award to the Immanuel Lutheran's Boys Basketball Team

Mayor Borgmeyer recognized the Immanuel Lutheran Eagles Boys Basketball Team for winning the LBAA Boys Basketball National Championship. Councilmember Foust praised the team's sportsmanship, teamwork, and representation of their school and community.

New Idea Recognition Incentive (NIRI) Program Award Presentation

Director of Administration Larry Dobrosky and Mayor Borgmeyer recognized John Russell, Street Maintenance Supervisor in the Public Works Department, as part of the New Idea Recognition Incentive (NIRI) Program. Mr. Russell proposed adding a mid-city salt-loading

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
May 19, 2026

location to improve snow-plow operations, reducing travel time and fuel use. The idea is estimated to save the City just over \$2,400 annually, and he was awarded \$237.60 under the program.

Recognition of the Engineering Department for Earning the American Concrete Institute
2026 Quality Concrete Award for the Muegge Road Interchange Project

Mayor Borgmeyer recognized the Engineering Department and presented Director of Engineering Dan Mann with the American Concrete Institute's 2026 Quality Concrete Award for the Muegge Road Interchange Project. The Mayor noted the significant effort involved in completing the project, and Mr. Mann thanked the Mayor and Council for their support.

PUBLIC COMMENT

Scott Stratton-Henderson, 3419 Brookwood Circle, St. Charles, MO, representing Stewards of Saint Charles, spoke in favor of Council Bill 14085.

John Mangles, 3036 Oakmont Ct., St. Charles, MO, spoke relative to data centers.

Theresa Lintzenich, 229 Tompkins St., St. Charles, MO, offered prayers for wisdom and boldness.

Matt McKie, 418 Pam Ave., St. Charles, MO, spoke in favor of Data Center Ban.

Tim Kline, representing T & L Family Farms, spoke in favor of Data Center Ban.

Rodolfo Salazar, 4 Wynnbrooke Manor Ct., St. Charles, MO, spoke in favor of Council Bill 14085.

Arnie C. AC "Honest Abe" Dienoff, P.O. Box 1535, O'Fallon, MO, spoke relative to state-passed legislation, data center ordinance and video lottery terminals.

REPORT OF THE MAYOR

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

City/County Library Board

- The reappointment of **Dan Manternach**, whose term had expired **June 2025** for a term expiring **June 2028**.

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
May 19, 2026

- 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*.

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

File #49418

Mayor Borgmeyer spoke regarding the rotation of appointments to the St. Charles City-County Library Board among municipalities within St. Charles County, attendance and absences of members serving on the Mayor's Boards, Committees, and Commissions, and City Code provisions related to excused absences. He noted that he had previously been unaware of the Code requirements, which subsequently required him to remove Planning and Zoning Commission member Missy Palitzsch. Mayor Borgmeyer also provided updates regarding the establishment of a Charter Review Task Force and a proposed space museum.

ANNOUNCEMENTS FROM COUNCILMEMBERS/MISCELLANEOUS

Councilmember Brian Gould announced the Memorial Day Ceremony presented by the St. Charles City Veterans Commission will be held at the Lewis & Clark Boathouse parking lot on May 25, 2026 at 10:00 a.m. Councilmember Gould also congratulated the Engineering Department on their recent grant award of seven million dollars for street projects.

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
May 19, 2026

Councilmember Michael Galba recognized the Public Works Department and commented that the plantings at the Little Hills Expressway roundabout look fabulous.

Councilmember Denise Mitchell announced the Ward 5 Town Hall meeting will be held at the First Baptist Church on Muegge Road on Thursday, May 21, 2026 at 6:00 p.m.

PUBLIC HEARING

CONSENT AGENDA

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

A. Approval of Council Minutes and Reports

1. Council Work Session of April 14, 2026

File #49427

2. Street Committee Meeting of April 21, 2026

File #49441

3. Regular City Council Meeting of April 21, 2026

File #49417

4. Public Hearing of April 21, 2026

File #49425

B. Receipt of Reports from Boards, Commissions and Committees

1. Board of Adjustment Meeting of April 6, 2026

File #49451

2. The Greater Saint Charles Convention & Visitors Commission Meeting of February 26, 2026

File #49440

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
May 19, 2026

-
3. The Housing Authority of the City of St. Charles Meeting of February 25, 2026

File #49442

4. Landmarks Board Meeting of March 23, 2026

File #49434

5. Planning & Zoning Commission Meeting of March 9, 2026

File #49430

6. Main Street Special Business District Advisory Board Meeting of April 2, 2026

File #49438

7. Veterans Commission Meeting of April 13, 2026

File #49452

C. Receipt of Director of Administration Reports

1. FITS Report – January 2026

File #49453

2. FITS Report – February 2026

File #49453

3. FITS Report – March 2026

File #49453

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

C26-137

2. East-West Gateway Council of Governments Financial Assistance Sub-Award Agreement to Accept the 2022 UASI Equipment and Supplies

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
May 19, 2026

Grant for the City of St. Charles Fire Department in the Amount of
\$6,645.00

C26-140/ORD. 24-119

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

C26-141/ORD. 24-119

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)

C26-143

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*)

File #49426

3. Receipt of the Annual Report for FY 2025 as Submitted by the Board of Directors of the Zumbahl Road Community Improvement District

File #49448

4. Receipt of the Annual Report for FY 2025 as Submitted by the Board of Directors of the Riverpointe Community Improvement District

File #49448

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
May 19, 2026

-
5. Receipt of the Annual Report for FY 2025 as Submitted by the Board of Directors of the Riverpointe Phase 3 Community Improvement District
File #49448
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
File #49448
7. Receipt of the Annual Report for FY 2025 as Submitted by the Board of Directors of the 1st Capitol Drive Community Improvement District
File #49448
8. Receipt of the Annual Report for FY 2025 as Submitted by the Board of Directors of the South Fifth Street Community Improvement District
File #49448
9. Receipt of the Annual Report for FY 2025 as Submitted by the Board of Directors of the Suits U Mexico Community Improvement District
File #49448
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
File #49448
11. Receipt of the Annual Report for FY 2025 as Submitted by the Board of Directors of the Fairgrounds Road Community Improvement District
File #49448
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
File #49448
13. Receipt of the Annual Report for FY 2025 as Submitted by the Board of Directors of the Elm Point Commons Community Improvement District

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
May 19, 2026

File #49448

14. Receipt of the Annual Report for FY 2025 as Submitted by the Board of Directors of the Elm & 370 Community Improvement District

File #49448

15. Receipt of the Annual Report for FY 2025 as Submitted by the Board of Directors of the Charlestowne Crossing Villas Community Improvement District

File #49448

16. Receipt of the Annual Report for FY 2025 as Submitted by the Board of Directors of the Bogey Hills Plaza Community Improvement District

File #49448

ITEMS REMOVED FROM THE CONSENT AGENDA

RESOLUTIONS

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*)

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
May 19, 2026

Passed “Aye”:

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

Approved by the Honorable Mayor on May 20, 2026 and is known as Ordinance **26-039**

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)

A motion was made by MICHAEL GALBA to amend Bill 14083 to replace all references to the Special Event and Communications Department with Special Events and Promotions Department. MARK HOLLANDER seconded the motion. A roll call vote was taken with the following results: “Aye”: M. Hollander, S. Hollander, Kyle, Mitchell, Ratchford, Foust, Galba and Gould. “Nay”: None. Absent: Haberstroh and Shipman.

Passed “Aye”:

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

Approved by the Honorable Mayor on May 20, 2026 and is known as Ordinance **26-040**

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-

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
May 19, 2026

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*)

Passed “Aye”: M. Hollander, S. Hollander, Kyle, Mitchell, Ratchford, Foust,
Galba and Gould

 “Nay”: None

 Absent: Haberstroh and Shipman

Approved by the Honorable Mayor on May 20, 2026 and is known as Ordinance **26-041**

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*)

Passed “Aye”: M. Hollander, S. Hollander, Kyle, Mitchell, Ratchford, Foust,
Galba and Gould

 “Nay”: None

 Absent: Haberstroh and Shipman

Approved by the Honorable Mayor on May 20, 2026 and is known as Ordinance **26-042**

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*)

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
May 19, 2026

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

Approved by the Honorable Mayor on May 19, 2026 and is known as Ordinance **26-043**

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*)

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

Approved by the Honorable Mayor on May 19, 2026 and is known as Ordinance **26-044**

BILLS FOR INTRODUCTION

The following Council Bills were Introduced:

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

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
May 19, 2026

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*)

Councilmember Steve Hollander requested his name be added as a sponsor to Bill 14088.

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*)

Councilmember Denise Mitchell requested her name be added as a sponsor to Bill 14089.

ITEMS FOR COUNCIL ACTION

Announcement of Council Line of Succession (*RCA Attached*)

A motion was made by VINCE RATCHFORD to receive the Announcement of Council Line of Succession. JUSTIN FOUST seconded the motion. A roll call vote was taken with the following results: "Aye": S. Hollander, Kyle, Mitchell, Ratchford, Foust, Galba, Gould, and M. Hollander. "Nay": None. Absent: Haberstroh and Shipman. Motion passed.

File #49454

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
May 19, 2026

Recommendations of Appointments to Council Committees and Assignment of Council Liaisons to Boards, Commissions and Committees (*RCA Attached*)

A motion was made by VINCE RATCHFORD to approve the appointments to the Council Committees and assignments of Council Liaisons to the boards, commissions and committees as presented by Council President Mark Hollander. MARK HOLLANDER seconded the motion. A roll call vote was taken with the following results: “Aye”: Kyle, Mitchell, Ratchford, Foust, Galba, Gould, M. Hollander and S. Hollander. “Nay”: None. Absent: Haberstroh and Shipman. Motion passed.

File #49455

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

The City Council Meeting adjourned at 8:06 p.m.

Date Approved

Kimberly Hudson, City Clerk

Mark Hollander, Presiding Officer



**Council Work Session of the City Council
Of the City of Saint Charles, Missouri
June 2, 2026**

The City Council of the City of Saint Charles, Missouri convened in an open work session at 6:00 p.m. on Tuesday, June 2, 2026, at City Hall, Conference Room A, Fourth Floor, Saint Charles, Missouri. Councilmembers in attendance were: Justin Foust, Michael Galba, Brian Gould, Bart Haberstroh, Mark Hollander, Steve Hollander, Chris Kyle and Denise Mitchell. Absent: Vince Ratchford. City Clerk Kimberly Hudson was present and performed the duties of that office.

Closed Session

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

The closed portion of the Council Work Session adjourned at 7:00 p.m.

At 7:00 p.m., a motion was made by JUSTIN FOUST to adjourn the open portion of the Council Work Session. STEVE HOLLANDER seconded the motion. All voted in favor. Motion passed.

Date Approved

Kimberly Hudson, City Clerk

Mark Hollander, Presiding Officer



PUBLIC HEARING
Before the City Council of the City of Saint Charles, Missouri
June 2, 2026

On Tuesday, June 2, 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 Mark Hollander presiding and Members of the Council present as follows: Justin Foust, Michael Galba, Brian Gould, Bart Haberstroh, Steve Hollander, Chris Kyle, and Denise Mitchell. Absent: Vince Ratchford. City Clerk Kimberly Hudson was present and performed the duties of that office.

PUBLIC HEARING

- A. Case No. CU-2026-10 (Bob Byrne – Truman Blvd. Investments, LLC) An application for a Conditional Use Permit per §400.240(C)(1)(a) for an outdoor storage use (trailer and container storage) within the “I-1” Light Industrial District, located at 3150 Harry S Truman Blvd and 3200 Truman Industrial Blvd. The subject property is located in Ward 6 (*RCA Attached*)

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

Kurt Cutter, on behalf of Truman Investments, spoke in favor of the application.

There being no further public comment, a motion was made by JUSTIN FOUST to close the public hearing and approve the conditional use permit per §400.240(C)(1)(a) for an outdoor storage use (trailer and container storage) within the “I-1” Light Industrial District, located at 3150 Harry S Truman Blvd and 3200 Truman Industrial Blvd with the following conditions:

1. This Conditional Use Permit for an outdoor storage use (trailer and container storage) is issued to Truman Blvd. Investments, LLC only at 3150 Harry S Truman Boulevard and 3200 Truman Industrial Boulevard and is not transferable to another location and/or applicant/tenant/business.
2. Storage of trailers and containers shall only be located within the areas identified on the associated site plan.
3. Containers shall not be stacked more than two (2) high within the storage site.
4. A floodplain development permit shall be submitted with the Improvement Plans.
5. In the event a flood warning is issued for the area, all trailers will need to be removed immediately from areas within the floodplain.

PUBLIC HEARING
Before the City Council of the City of Saint Charles, Missouri
June 2, 2026

6. 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.

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

- B. Case No. CU-2026-11 (SuperTarget Liquor of Missouri, Inc.) An application for a Conditional Use Permit per §400.230(C)(1)(a) for Liquor Sales associated with a retail use within the “C-3” Highway Business District, located at 3881 Mexico Road. The subject property is located in Ward 6 (*RCA Attached*)

Director of Community Development John Boyer presented an overview of the application. There being no public comment, a motion was made by JUSTIN FOUST to close the public hearing and approve the conditional use permit per §400.230(C)(1)(a) for Liquor Sales associated with a retail use within the “C-3” Highway Business District, located at 3881 Mexico Road with the following conditions:

1. This conditional use permit for a liquor sales associated with a retail use is issued to the applicant (SuperTarget Liquor of Missouri, Inc.) and business (Target) only for the property located at 3881 Mexico Road and is not transferable to another location and/or tenant/business.
2. Approval of this Conditional Use is not approval of a liquor license. A liquor license shall be approved by the City Council prior to any liquor sales.
3. Liquor sales shall not occur independent of the primary business use and shall only be accessory to the submitted retail use.
4. Non-compliance with any building codes, property maintenance codes, fire codes, noise control codes, ordinances concerning disturbances or conditions of this approval is grounds for revocation of the conditional use approval.
5. Violations of Chapter 600 dealing with Liquor/Alcoholic Beverages may be grounds for revocation of this Conditional Use.

STEVE HOLLANDER seconded the motion. A roll call vote was taken with the following results:

PUBLIC HEARING
Before the City Council of the City of Saint Charles, Missouri
June 2, 2026

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

- C. Case No. LL-2026-8 Approval of a Liquor License Application for Lorene Williams d/b/a Target located at 3881 Mexico Rd. (Ward 6) ***(RCA Attached)***

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

- D. Case No. Z-2026-10 (Fox Investors, LLC) An application to rezone an approximately 2.61 acres tract of land, known as 1360 S 5th Street from C-2 General Business District to C-3 Highway Business District. The subject property is located in Ward 2 ***(RCA Attached)***

This item was TABLED at the May 11, 2026 Planning & Zoning Commission meeting until the June 8, 2026 Planning & Zoning Commission meeting.

Action: Motion to hold the Public Hearing on Case No. Z-2026-10 open until the July 7, 2026 Regular City Council meeting.

A motion was made by JUSTIN FOUST to hold the Public Hearing on Case No. Z-2026-10 open until the July 7, 2026 Regular City Council meeting. STEVE HOLLANDER seconded the motion. A roll call vote was taken with the following results: “Aye:” M. Hollander, S. Hollander, Kyle, Mitchell, Foust, Galba, Gould, and Haberstroh. “Nay:” None. Absent: Ratchford. Motion passed.

- E. Case No. CU-2026-12 (Tiffany Ruby – Truth Be Told Tattoos & Cosmetics) An application for a Conditional Use Permit from §400.230(C)(1)(i) for a proposed Tattoo Establishment within a proposed C-3 Highway Business District (application Z-2026-10). The property is currently zoned C-2 General Business District located at 1360 S. 5th Street. The subject property is located in Ward 2 ***(RCA Attached)***

PUBLIC HEARING
Before the City Council of the City of Saint Charles, Missouri
June 2, 2026

This item was TABLED at the May 11, 2026 Planning & Zoning Commission meeting until the June 8, 2026 Planning & Zoning Commission meeting.

Action: Motion to hold the Public Hearing on Case No. CU-2026-12 open until the July 7, 2026 Regular City Council meeting.

A motion was made by JUSTIN FOUST to hold the Public Hearing on Case No. CU-2026-12 open until the July 7, 2026 Regular City Council meeting. MICHAEL GALBA seconded the motion. A roll call vote was taken with the following results: “Aye:” S. Hollander, Kyle, Mitchell, Foust, Galba, Gould, Haberstroh, and M. Hollander. “Nay:” None. Absent: Ratchford. Motion passed.

- F. Case No. Z-2026-09 (Scott Runde – SWT Design) An application to establish the zoning for a 97.38 acre tract of land located at 2451 Hwy B, to the City of St. Charles “A” Agricultural District. The subject property is located in Ward 8 (***Council Bill 14090***)

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

The Public Hearing adjourned at 7:31 p.m. and the Regular Session continued with the order of business.

PUBLIC HEARING
Before the City Council of the City of Saint Charles, Missouri
June 2, 2026

Date Approved

Kimberly Hudson, City Clerk

Michael Galba, Presiding Officer



MEETING MINUTES – April 23, 2026



520 North Main Center, St. Charles, MO 63301

THE GREATER SAINT CHARLES CONVENTION & VISITORS COMMISSION

Tourism Commissioners:

Mayor Dan Borgmeyer	Ms. Ashley Gaddy
Council Liaison Mr. Mark Hollander	Mr. Dan Tripp
Chairperson Mr. Scott Tate	Mr. Cory King
Vice Chair Ms. April Moxley	Ms. Lydia Crespo
Ms. Trudy Pagano	Ms. Christina Haegele
	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, Ms. April Moxley, Ms. Lydia Crespo, Ms. Trudy Pagano, Ms. Christina Haegele, Ms. Ashley Gaddy and Mr. Dan Tripp. Staff members present were: Assistant Director, Elizabeth Phelps, Director of Sales, Joanie Ohlms, Assistant Director of Administration/Interim Director of Tourism, Brad Temme, Assistant to The Mayor, Amy Milstead, and Staff Liaison, Pamela Castellano. Also present: Mr. Steve Powell; Chris Lorch, Becky Miller, and Sam Koziattek from Sugar Creek Winery and Judgment Tree; Mike Koehneman and Rob Koehneman from Sunflower Hill Farm; and Mark Sutherland from Stone Ledge Spirits Company.

- 1. Approval of Minutes:** A motion was made by Ms. April Moxley to approve the February 26, 2026 Meeting Minutes. The motion was seconded by Ms. Trudy Pagano 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 on CVB and Foundry operations.
Ms. Ohlms shared the Sales Division summary with the Commission.
- 4. Augusta/Defiance Review:** Mayor Borgmeyer reminded Commissioners and explained to guests that Commissioner Dan Tripp has asked for an account of the CVB's efforts to promote St. Charles County; specifically, Historic Missouri Wine Country. Mayor further explained that, as part of the effort to provide and clarify this information, he invited stakeholders from the region to join the discussions.

Mr. Brad Temme was asked to provide a description of Placer.ai, the Location Intelligence & Foot Traffic Data Software the City uses to measure attendance at our festivals, events, and celebrations. Mr. Temme delivered a summary on Placer.ai, and described how the software can enhance the city's planning and decision making

The Mayor referenced the report that was prepared by Assistant Director, Elizabeth Phelps, in response to Mr. Tripp's request. Upon review of this report, the Mayor's Office determined that the CVB has met the guidelines

MEETING MINUTES – April 23, 2026

outlined in the Missouri Department of Tourism’s Cooperative Marketing Grant Program.

Some stakeholders expressed frustration with current marketing methods, describing them as outdated and obsolete. A discussion was held relative to the program’s guidelines and the effectiveness of current marketing campaigns and strategies.

Mayor Borgmeyer thanked stakeholders and guests for attending and expressed his commitment to maintain ongoing discussions about the optimization of marketing and the promotion of Historic Missouri Wine Country.

5. **Tourism 2030:** Mayor Borgmeyer discussed his ongoing efforts to bring The Steamboat Arabia and The Space Museum and Grissom Center to St. Charles. Funding has been difficult, he added, referencing resistance from The St. Charles County Convention and Sports Authority to support this type of funding.
6. **Public Comments:** Mr. Steve Powell responded to the Mayor’s comments about the County’s Convention and Sports Authority. He stated that the function of the Authority is to administer a tax on hotel rooms and use the funds to further its mission to promote convention, visitor, and sports facilities in St. Charles County.

Additionally, Mr. Powell expressed his disappointment with the decision to bring back the St. Louis Taco Fest to St. Charles.

7. Announcements | Updates:

- **Mayor:** No further comments.
- **Council Liaison:** None.
- **Commissioners:** Ms. Moxley announced that the 2026 season of **Music on Main** will begin on Wednesday, May 20. Opening the season will be **Wrath of Khan**. She also reported the passing of Mr. George Worthington, who with his wife Charlotte, helped restore and revitalize our Historic Main Street into the thriving destination it is today.

8. **Adjournment:** A motion to adjourn was made by Ms. Ashley Gaddy and seconded by Mayor Borgmeyer. The April Meeting of The Greater St. Charles Convention and Visitors Commission adjourned at 4:53pm.

Approved: _____



May 28, 2026

MEETING SUMMARY

MAIN STREET SPECIAL BUSINESS DISTRICT ADVISORY BOARD

Thursday, May 7, 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
Marsha Timme
Gregory Upchurch
Mark Ottinger
Chip Bates
Mark Hollander, Council Liaison

Staff Members Present:

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

ABSENT: Romney Rice-Dunn

Call to Order and Call the Roll – Jodi Devonshire called the meeting to order at 10:30a.m. There were eight (8) 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. Amy Senter made a motion to approve the minutes as submitted, CM Mark Hollander seconded the motion. Seven were in favor, none were opposed, one abstained (7-0-1).

Correspondence – Taylor Moore gave the Board an update on the topiary baskets for South Main Street. 28 baskets were requested from the company, and only 23 were delivered. Additional baskets should arrive soon.

Police Report for Main Street – Officer Nacke was present to answer questions for the Board. Gaming machine laws are in full effect on Main Street with not many violators.

Report from Communications Dept. – Beth Norviel was present to answer questions for the Board. Updates included Main Street in Bloom on Mother's Day weekend and Karen for a Kause 5k.

Current Operating Budget – Taylor Moore presented the operating budget. Chip Bates made a motion to approve the budget. CM Mark Hollander seconded the motion. All were in favor (8-0).

Taylor Moore also discussed the increased funds in the capital improvement portion of the budget after the approved City Council amendment. The bid process for the North Main Street Trashcans was finalized, and the awarded company is PowderWorks from St. Peters. Their quote was significantly less than the original one from American Iron. The additional funds can be utilized for other projects.

Funding Requests – Gregory Upchurch requested \$2,000.00 from the Board for the St. Charles Film Festival for the end of May. The requested funds would be utilized for the Foundry rental space. Amy

Senter made a motion to approve the requested \$2,000.00. CM Mark Hollander seconded the motion. All were in favor (8-0).

Jodi Devonshire referred to the topiary baskets having holes on the side for flowers to grow out of. The Board agreed to dedicate \$1000.00 to additional flowers for this. Due to being a part of a larger Purchase Order for the Main Street plantings, no action was needed.

Main Street Maintenance Items – Lawrence Perney, and Samuel Thomas with Public Works were present at the meeting. Samuel updated the Board on brick and gas lamp repairs going through the district. An update was also given on the gum machine.

New Business – The Festival of the Little Hills was discussed regarding booth placement in front of restaurants.

Report from City Council Liaison – CM Mark Hollander announced he was elected Preesident of City Council.

Other Information from Staff – The Board’s next regular meeting will be June 4, 2026, at 10:30a.m.

Adjournment – Chip Bates made a motion to adjourn the meeting. Amy Senter seconded the motion. All were in favor (8-0). The meeting ended at 11:34a.m.



Jodi Devonshire, Chair

6-4-26

Date



Veterans Commission of the City of Saint Charles
Meeting Minutes May 11, 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, Art Minor, Ivan Bohlender, Lance Theby, Thomas Stephens, Council Liaison Brian Gould, and Staff Liaison Larry Perney. Larry Reighard and Katrina Evans were absent.

Meeting called to order at 5:30 PM. Roll Call was held.

The Pledge of Allegiance, led by Ivan Bohlender, was recited.

Approval of April 14, 2026, Minutes: Motion to approve by Thomas Stephenson and Seconded by Betty Gonzales. All approved, motion passed.

New Business:

- 1) Crystal Mischeaux and Zachary Tusinger were introduced to the Commission to take the position of Staff Liaison. All commission members introduced themselves as well.
- 2) Ivan Bohlender wrote the commission statement for the Veterans Commission. Motion to approve by Betty Gonzales and Seconded by Renee Porter. All approved, motion passed.
- 3) Finalized planning for the Memorial Day event scheduled for May 25, 2026, at 10:00 AM.
 - In case of bad weather, a call will go out on Friday to utilize the back up location at the Legion Hall.
- 4) The Commission reviewed key events in detail and agreed to finalize remaining items at the next meeting.

Veterans Commission Calendar of Events:

- 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

Chairman Chris Mendes stated that they are looking for active duty or retired military members with great stories for guest speakers at events. Was informed that Scott Air Force Base has a list of speakers and we could reach out if we need to.

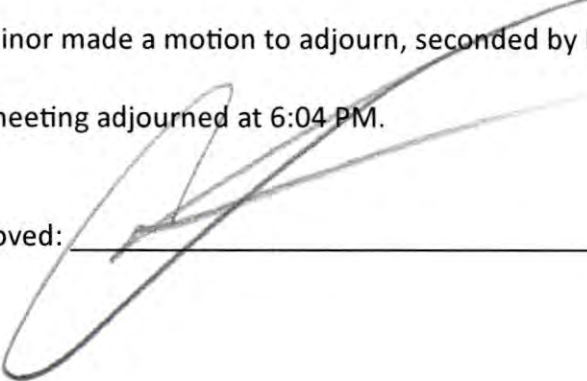
- 5) Lance Theby has a design for the Veterans Commission shirts. Will be a reasonable price. Did not have a sample T-shirt with him but will bring one next meeting and committee will approve.

Date of next meeting is set for June 8th, 2026

Art Minor made a motion to adjourn, seconded by Ivan Bohlender. All approved, motion passed.

The meeting adjourned at 6:04 PM.

Approved: _____

A large, stylized handwritten signature in black ink, written over the signature line.

Date _____

6/8/26

MINUTES

Senior Citizen Advisory Commission

10:00 AM Tuesday, May 12, 2026
Conference Room A – 4th Floor
St. Charles City Hall, 200 North Second Street

1. **Call to Order**

Chairperson Sheila Eckstein called the meeting to order at 10:00 a.m.

2. **Pledge of Allegiance**

All present stood and recited the Pledge of Allegiance.

3. **Roll Call**

Members Present:

Sheila Eckstein, Shelly Roy, Judy Rhodes, Lester Hager, Althea West, Bill Wallace, Carol Daniels, Norm Fehl, David Eckhoff, Amy Milstead (Alternate City Liaison)

Members Absent:

None

4. **Special Remarks**

David Eckhoff requested to address the Commission and shared information regarding medical challenges he is currently facing. He advised members that he would need to leave the meeting early.

5. **Approval of April 14, 2026 Meeting Minutes**

Judy Rhodes made a motion to approve the April 14, 2026 meeting minutes. Sheila Eckstein seconded the motion.

Voting in favor: Sheila Eckstein, Shelly Roy, Judy Rhodes, Lester Hager, Althea West, Bill Wallace, Carol Daniels, and Norm Fehl.

No members voted against. Motion carried.

6. **Presentation: AARP Age-Friendly City Survey Report**

Dr. Sara Bagley of Lindenwood University presented the statistical results from the 2026 AARP Age-Friendly City Survey Report. The 40-page report provides insight into how seniors rate the City of St. Charles based on the eight designations used by AARP to evaluate age-friendly communities.

Key takeaways from the presentation included:

- The survey encompassed **455 responses**, with individuals surveyed ranging in age from **50 to 100 years old**.

- Many respondents reported living in the City for **45 years or more**, with **71% planning to remain in their current residence as they age**. Of the **419 respondents who own their homes**, **58% reported their homes as being fully paid off**.

- Overall feedback was largely positive. Streets, signage, and parks received high ratings. Areas receiving lower ratings included audio and visual pedestrian crossings, separate pathways for bicycles and pedestrians, speed limit enforcement, public transportation, and the availability of well-maintained low-income housing.

Dr. Bagley noted that a small number of survey responses included zip codes outside of City limits. She will remove those responses and provide updated statistics.

7. **Chairperson Report**

Chairperson Sheila Eckstein reported that a subcommittee met with Mayor Dan regarding implementation of Senior AI classes in partnership with Lindenwood University and discussed the path forward.

The first workshop is scheduled for **July 16th**. Members were encouraged to attend, as the workshop will serve as the pilot program.

8. **Council Liaison Report**

No Council Liaison report was provided. Members were informed that a new Council Liaison will be assigned prior to the next meeting.

9. **New Business**

A subcommittee was formed to review the AARP Survey data and the eight AARP designations to identify the primary priorities reflected in survey results. The committee will also summarize the findings into a digestible format for future presentation to City Council and the public.

The future presentation, to be presented by Dr. Bagley, will highlight survey results and include recommendations outlining what a three-year plan could look like.

Subcommittee Members:

Shelly Roy

Althea West

Carol Daniels

Judy Rhodes

Dr. Sara Bagley and Amy Milstead will also attend in an advisory capacity.

Althea West made a motion to form the subcommittee. Carol Daniels seconded the motion. All members present voted in favor. Motion carried.

10. **Old Business**

None.

11. Commission Member Announcements

None.

12. Public Comment

None.

13. Adjournment

Bill Wallace made the motion to adjourn, and Norm Fehl seconded.

Prepared by Amy Milstead

Sheila Eckstein 6-9-26

MEETING SUMMARY

FRENCHTOWN SPECIAL BUSINESS DISTRICT ADVISORY BOARD

Thursday, May 14, 2026 4:30 PM

Conference Room A, City Hall

200 N. Second Street, Saint Charles, Missouri

Members Present:

Alyssa Houska
Andy Stark
Keith Lutz
Kate Manfull

Staff Members Present:

Jessica Ferguson, Business Development Coordinator
Taylor Moore, Historic Preservation Planner
Lawrence Perney, Public Works Director
Dan Mann, Director of Engineering

ABSENT: Jeff Sams, Adam Tritz, and Melissa Hollander

Call to Order and Call the Roll – Keith Lutz called the meeting to order at 4:36pm. Jessica Ferguson conducted roll call. There were four (4) members present, enough for a quorum.

Pledge of Allegiance – Keith Lutz led the Pledge of Allegiance.

Election of Chair and Vice Chair – Alyssa Houska nominates Keith Lutz as Chair. Kate Manfull seconded the motion. All in favor (4-0). Alyssa Houska makes a motion to table the election of Vice Chair. Andy Stark seconded the motion. All in favor (4-0).

Approval of Minutes – Alyssa Houska made a motion to approve the April 9, 2026 Minutes. Andy Stark seconded the motion. All in favor (4-0).

Current Operating Budget – Andy Stark makes a motion to approve the May 2026 operating budget. Alyssa Houska seconded the motion. All in favor (4-0).

Public Comment – Owner of Black Cat Antiques discussed the new CVB map.

Report from Council Liaison – None.

Construction Update– Dan Mann gives an update on the City Center Complex (C3) and 2nd Street construction.

Updates from City Staff – Lawrence Perney gives update on Frenchtown Pocket Park. Jessica Ferguson give update from Special Events and Police.

Planning Calendar – None

Lindenwood Marketing – Andy Stark discusses partnering with Lindenwood University for marketing Frenchtown. Christy Tucciarone, a Lindenwood Marketing Professor, discusses marketing with the Board.

Business Welcome Items – The Frenchtown flags are discussed.

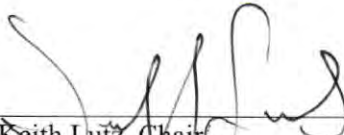
Christmas Tree – None.

Old Business – Flower pots are discussed. Alyssa Houska made a motion to move approve \$4500 in the Repair and Maintenance line item for planter maintenance. Kate Manfull seconded the motion. All in favor (4-0). Lighting along 2nd Street is discussed.

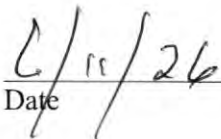
New Business – None

Other Information from Staff – Next meeting date is June 11, 2026.

Adjournment – Alyssa Houska made the motion to adjourn at 6:10pm. Andy Stark seconded the motion. All in favor (4-0).



Keith Lutz, Chair
Jeff Sams, vice chair


Date

LANDMARKS BOARD - MINUTES
April 20, 2026
City Council Chambers, Fourth Floor City Hall
200 North Second Street
St. Charles, MO 63301

MEMBERS PRESENT

Steve Martin, Chairperson
Jill Ryan, Vice Chair
Michelle Beucke
Dave Settle
Laura Shadow
Steve Hollander, Council Liaison

STAFF PRESENT

Taylor Moore, Preservation Planner
John Boyer, Director of CD

Absent: John Donnelly, Christi Tennyson

On Monday, April 20, 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.

Chairperson Steve Martin called the meeting to order at 6:00 p.m. Taylor Moore called the roll. Those in attendance are listed above.

2. The Pledge of Allegiance

3. Consent Agenda

- (A) Case No. EC-2026-22 411 South 3rd Street. Ben Gillette. The applicant is requesting permission to replace six windows on the dwelling [Extended Historic Preservation District, Ward 2].
- (B) Case No. EC-2026-24 902-904 South Main Street. Leslie Pugh. The applicant is requesting to change the siding on the structure [South Main Preservation District, Ward 2].
- (C) Case No. EC-2026-26 703 South Riverside Drive. Jodi Devonshire. The applicant is requesting permission to replace a stairway and deck on the side of the structure [South Main Preservation District, Ward 2].
- (D) Case No. SP-2026-2 1203 South Main Street. Leslie Duncan. The applicant is requesting permission to construct a new single-family dwelling on the property [Landmarks Preservation District, Ward 2].

All items were removed from consent agenda.

4. Removed Consent Agenda Items

- (A) Case No. EC-2026-22 411 South 3rd Street. Ben Gillette. The applicant is requesting permission to replace six windows on the dwelling [Extended Historic Preservation District, Ward 2]. Ben Gillette was present to answer questions from the Board. *Steve Hollander made a motion to approve the application subject to external muntins be on the front windows only. Dave Settle seconded the motion. All were in favor (6-0), the motion passed.*
- (B) Case No. EC-2026-24 902-904 South Main Street. Leslie Pugh. The applicant is requesting to change the siding on the structure [South Main Preservation District, Ward 2]. *Leslie Pugh was present to answer questions from the Board. Michelle Beucke made a motion to table the application to the May 18, 2026 meeting for material examples to be shown to Staff. Steve Hollander seconded the motion. All were in favor (6-0), the application was tabled.*

- (C) Case No. EC-2026-26 703 South Riverside Drive. Jodi Devonshire. The applicant is requesting permission to replace a stairway and deck on the side of the structure [South Main Preservation District, Ward 2]. ***Jodi Devonshire was present to answer questions from the Board. Steve Hollander made a motion to approve the application as submitted. Dave Settle seconded the motion. Five were in favor, none were opposed, one abstained (5-0-1), the motion passed.***
- (D) Case No. SP-2026-2 1203 South Main Street. Leslie Duncan. The applicant is requesting permission to construct a new single-family dwelling on the property [Landmarks Preservation District, Ward 2]. ***Michelle Beucke was present to answer questions for the Board. Steve Hollander made a motion to approve the site plan as submitted. Jill Ryan seconded the motion. Five were in favor, none were opposed, one abstained (5-0-1), the motion passed.***

5. Sign Permit Applications

- (A) Sign Permit No. 2026-1518 337 South Main Street. Emily Schroen. The applicant is requesting permission to install a new projecting sign for the business “Main Street Books” [South Main Preservation District, Ward 2]. ***Ian Schroen was present to answer questions for the Board. Michelle Beucke made a motion to approve the sign permit as submitted. Jill Ryan seconded the motion. All were in favor (6-0), the motion passed.***
- (B) Sign Permit No. 2026-1721 418 Jefferson Street. Jeremy North. The applicant is requesting permission to install a new wall-mounted sign for the business “360 Estate & Tax Group” [Extended Historic Preservation District, Ward 1]. ***Russ Mason with Fast Signs St. Peters was present to answer questions for the Board. Steve Hollander made a motion to approve the sign permit as submitted. Jill Ryan seconded the motion. All were in favor (6-0), the motion passed.***
- (C) Sign Permit No. 2026-1723 424 Jefferson Street. Jeremy North. The applicant is requesting permission to install a new wall-mounted sign for the business “360 Investment & Retirement” [Extended Historic Preservation District, Ward 1]. ***Russ Mason with Fast Signs St. Peters was present to answer questions for the Board. Steve Hollander made a motion to approve the sign permit as submitted. Jill Ryan seconded the motion. All were in favor (6-0), the motion passed.***

6. Structure Review

- (A) Case No. EC-2026-21 132 North Main Street. Steve Hollander. The applicant is requesting permission to remove roof features and construct an egress walkway and staircase [Historic Downtown District, Ward 1]. ***Steve Hollander was present to answer questions from the Board. Michelle Beucke made a motion to approve the application subject to the condition that the rear dormers should remain. Jill Ryan seconded the motion. Five were in favor, none were opposed, one abstained (5-0-1), the motion passed.***
- (B) Case No. EC-2026-23 553 Jefferson Street. Jesse Ray. The applicant is requesting permission to install new windows and make changes to both the front and rear porches on the dwelling [Extended Historic Preservation District, Ward 2]. ***No one was present to answer questions from the Board. Steve Hollander made a motion to approve the application as submitted. Jill Ryan seconded the motion. None were in favor, five were opposed, one abstained. The motion did not pass.***
- (C) Case No. SP-2026-11 317 North 6th Street. Andrew Arnold. The applicant is requesting permission to construct a new covered patio addition on the rear of the dwelling [Extended Historic Preservation District, Ward 1]. ***Andrew Arnold was present to answer questions from the Board. Michelle Beucke made a motion to approve the application as submitted. Jill Ryan seconded the motion. All were in favor (6-0), the motion passed.***

- (D) Case No. SP-2026-15 337 South Main Street. Andrew Hall. The applicant is requesting permission to install a storage shed in the rear of the property [South Main Preservation District, Ward 2]. **Andy Hall was present to answer questions for the Board. Michelle Beucke made a motion to approve the application as submitted. Steve Hollander seconded the motion. All were in favor (6-0), the motion passed.**
- (E) 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]. **Michelle Beucke was present to answer questions from the Board. Steve Hollander made a motion to find the one-story apartment addition in the rear of the property to be historically significant. Jill Ryan seconded the motion.**
- A roll call vote was taken with the following results: Aye: None; No: Martin, Ryan, Settle, Shadow, Hollander; Abstain: Beucke; Absent: Donnelly, Tennyson.*
- The addition was found to be not historically significant and approved for removal.*
- Steve Hollander made a motion to find the one-story detached garage to be historically significant. Jill Ryan Seconded the motion.*
- A roll call vote was taken with the following results: Aye: None; No: Martin, Ryan, Settle, Shadow, Hollander; Abstain: Beucke; Absent: Donnelly, Tennyson.*
- The rear garage was found to be not historically significant and approved for removal.*
- (F) 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]. **Michelle Beucke was present to answer questions for the Board. Jill Ryan made a motion to find the two-car garage to be historically significant. Dave Settle seconded the motion.**
- A roll call vote was taken with the following results: Aye: None; No: Martin, Ryan, Settle, Shadow, Hollander; Abstain: Beucke; Absent: Donnelly, Tennyson.*
- The rear garage was found to be not historically significant and approved for removal.*
- (G) Case No. SP-2026-8 201 South 7th Street. Carl Drafall. The applicant is requesting approval to demolish the existing structures on the property [Extended Historic Preservation District, Ward 2]. **Carl Drafall, Pastor Matt Bohlmann, William Schenck, and Erik Burgdorf were present to answer questions for the Board. Michelle Beucke made a motion to find the structure historically significant. Jill Ryan seconded the motion.**
- A roll call vote was taken with the following results: Aye: Martin, Ryan, Settle, Shadow, Hollander; No: Beucke; Abstain: None; Absent: Donnelly, Tennyson.*
- The structure was found to be historically significant and not approved for removal.*
- (H) Case No. SP-2026-9 209 South 7th Street. Carl Drafall. The applicant is requesting approval to demolish the existing single-family dwelling on the property [Extended Historic Preservation District, Ward 2]. **Carl Drafall, Pastor Matt Bohlmann, William Schenck, and Erik Burgdorf were present to answer questions for the Board. Michelle Beucke made a motion to find the structure to be historically significant. Jill Ryan seconded the motion.**
- A roll call vote was taken with the following results: Aye: None; No: Martin, Ryan, Beucke, Settle, Shadow, Hollander; Abstain: None; Absent: Donnelly, Tennyson.*
- The structure was found to be not historically significant and approved for removal.*
- (I) Case No. SP-2026-10 210 South 7th Street. Carl Drafall. The applicant is requesting approval to demolish the existing single-family dwelling on the property [Extended Historic Preservation

District, Ward 2]. **Carl Drafall, Pastor Matt Bohlmann, William Schenck, and Erik Burgdorf were present to answer questions for the Board. Steve Hollander made a motion to find the structure historically significant. Jill Ryan seconded the motion.**

A roll call vote was taken with the following results: Aye: Martin; No: Ryan, Beucke, Settle, Shadow, Hollander; Abstain: None; Absent: Donnelly, Tennyson.

The structure was found to be not historically significant and approved for removal.

- (J) Case No. SP-2026-12 664 First Capitol Drive. Carl Drafall. The applicant is requesting approval to demolish the commercial strip mall on the property [Extended Historic Preservation District, Ward 2]. **Carl Drafall, Pastor Matt Bohlmann, William Schenck, and Erik Burgdorf were present to answer questions for the Board. Michelle Beucke made a motion to find the structure historically significant. Steve Hollander seconded the motion.**

A roll call vote was taken with the following results: Aye: None; No: Martin, Ryan, Beucke, Settle, Shadow, Hollander; Abstain: None; Absent: Donnelly, Tennyson.

The structure was found to be not historically significant and approved for removal.

- (K) Case No. SP-2026-13 700 First Capitol Drive. Carl Drafall. The applicant is requesting approval to demolish the commercial structure on the property [Extended Historic Preservation District, Ward 2]. **Carl Drafall, Pastor Matt Bohlmann, William Schenck, and Erik Burgdorf were present to answer questions for the Board. Steve Hollander made a motion to find the structure historically significant. Jill Ryan seconded the motion.**

A roll call vote was taken with the following results: Aye: Martin, Ryan, Settle, Shadow; No: Beucke, Hollander; Abstain: None; Absent: Donnelly, Tennyson.

The structure was found to be historically significant and not approved for removal.

- (L) Case No. SP-2026-14 708 First Capitol Drive. Carl Drafall. The applicant is requesting approval to demolish the existing single-family dwelling on the property [Extended Historic Preservation District, Ward 2]. **Carl Drafall, Pastor Matt Bohlmann, William Schenck, and Erik Burgdorf were present to answer questions for the Board. Steve Hollander made a motion to find the structure historically significant. Jill Ryan seconded the motion.**

A roll call vote was taken with the following results: Aye: Martin, Settle; No: Ryan, Beucke, Shadow, Hollander; Abstain: None; Absent: Donnelly, Tennyson.

The structure was found to be historically significant and not approved for removal.

7. Announcements/Reports from Officers

No Reports.

8. Staff Reports

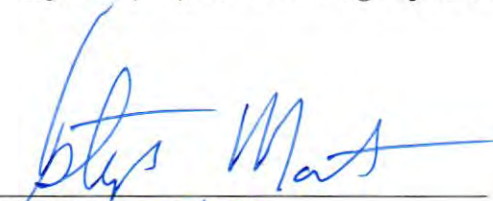
Taylor Moore introduced new member, Laura Shadow, representing the Historic Downtown District.

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

Michelle Buecke made a motion to approve the minutes; Steve Hollander seconded the motion. Four were in favor, none were opposed, two abstained (4-0-2).

10. Adjournment

Michelle Beucke made a motion to adjourn. Steve Hollander seconded the motion. All were in favor (6-0). The meeting adjourned at 7:28pm.



SECRETARY -acting

06/15/2026

DATE

LANDMARKS BOARD - MINUTES
May 18, 2026
City Council Chambers, Fourth Floor City Hall
200 North Second Street
St. Charles, MO 63301

MEMBERS PRESENT

Steve Martin, Chairperson
Michelle Beucke
Dave Settle
Laura Shadow
Steve Hollander, Council Liaison

STAFF PRESENT

Taylor Moore, Preservation Planner
John Boyer, Director of CD

Absent: Jill Ryan, Vice Chair, John Donnelly, Christi Tennyson

On Monday, May 18, 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.

Chairperson Steve Martin called the meeting to order at 6:00 p.m. Taylor Moore called the roll. Those in attendance are listed above.

2. The Pledge of Allegiance

3. Consent Agenda

- (A) Case No. EC-2026-26 201 North Main Street. Joe Ancmon. The applicant is requesting permission to make several alterations to the existing patio area [Historic Downtown District, Ward 1].
- (B) Case No. EC-2026-27 401 South 2nd Street. Adam Wright. The applicant is requesting permission to make alterations to the front porch on the dwelling [Extended Historic Preservation District, Ward 2]. *This item was removed from consent agenda.*
- (C) Case No. EC-2026-28 1216 South Main Street. Mark S. Tisius. The applicant is requesting permission to replace ten windows on the dwelling [Landmarks Preservation District, Ward 2].
- (D) Case No. EC-2026-29 700 North 3rd Street. Shelton Flynt & Naomi Miali. The applicant is requesting permission to replace the overhead door on a detached garage [Frenchtown Preservation District, Ward 1].
- (E) Case No. EC-2026-30 1310 North 3rd Street. Renewal by Anderson. The applicant is requesting permission to replace six windows on the dwelling [Frenchtown Preservation District, Ward 1].
- (F) Case No. EC-2026-31 1714 North 4th Street. John Hoffman. The applicant is requesting permission to replace the rear deck on the dwelling [Extended Historic Preservation District, Ward 1].
- (G) Case No. EC-2026-34 1117 North 3rd Street. Jasmina Basic. The applicant is requesting permission to make alterations and repairs to a rear garage on the property [Frenchtown Preservation District, Ward 1]. *This item was removed from consent agenda.*

Michelle Beucke made a motion to approve the remaining consent agenda items. Dave Settle seconded the motion. All were in favor (5-0). The motion passed.

4. Removed Consent Agenda Items

- (A) Case No. EC-2026-27 401 South 2nd Street. Adam Wright. The applicant is requesting permission to make alterations to the front porch on the dwelling [Extended Historic Preservation District, Ward 2]. *Adam Wright was present to answer questions from the Board. Michelle Beucke made a motion to approve the application subject to the porch boards be composite tongue and groove. Dave Settle seconded the motion. All were favor (5-0), the motion passed.*
- (B) Case No. EC-2026-34 1117 North 3rd Street. Jasmina Basic. The applicant is requesting permission to make alterations and repairs to a rear garage on the property [Frenchtown Preservation District, Ward 1]. *Jasmina Basic was present to answer questions from the Board. Michelle Beucke made a motion to approve the project as submitted. Dave Settle seconded the motion. All were in favor (5-0), the motion passed.*

5. Sign Permit Applications

- (A) Sign Permit No. 2026-1884 418 South Main Street. Susan Davis. The applicant is requesting permission to install a new projecting sign for the business “Under the Yellow Umbrella South” [South Main Preservation District, Ward 2]. *John Davis was present to answer questions from the Board. Steve Hollander made a motion to approve the sign permit as submitted. Michelle Beucke seconded the motion. All were in favor (5-0), the motion passed.*
- (B) Sign Permit No. 2026-2272 612 South Main Street. Denise Krekeler. The applicant is requesting permission to install a new projecting sign for the business “Yeti Gaming” [South Main Preservation District, Ward 2]. *Denise Krekeler was present to answer questions from the Board. Steve Hollander made a motion to approve the sign permit as submitted. Michelle Beucke seconded the motion. All were in favor (5-0), the motion passed.*

6. Structure Review

- (A) Case No. EC-2026-24 902-904 South Main Street. Leslie Pugh. The applicant is requesting to change the siding on the structure [South Main Preservation District, Ward 2]. *Leslie Pugh was present to answer questions from the Board. Michelle Beucke made a motion to approve the project as submitted. Dave Settle seconded the motion. All were in favor (5-0), the motion passed.*
- (B) Case No. EC-2026-32 339 North Main Street. Steve Hollander. The applicant is requesting permission to rehabilitate the storefront of the structure [Historic Downtown District, Ward 1]. *Steve Hollander was present to answer questions from the Board. Michelle Beucke made a motion to approve the rehabilitation project as submitted. Dave Settle seconded the motion. Four were in favor, none were opposed, one abstained (4-0-1). The motion passed.*
- (C) Case No. EC-2026-33 905 North 2nd Street. Becky Niebruegge. The applicant is requesting permission to remove an existing rear deck and construct a new one in the same location [Frenchtown Preservation District, Ward 1]. *Ken Dennison was present to answer questions from the Board. Michelle Beucke made a motion to approve the rear deck replacement as submitted. Steve Hollander seconded the motion. All were in favor (5-0), the motion passed.*
- (D) Case No. EC-2026-35 553 Jefferson Street. Jesse Ray. The applicant is requesting permission to install new windows and make changes to both the front and rear porches on the dwelling [Extended Historic Preservation District, Ward 2]. *Jesse Ray was present to answer questions for the Board. Laura Shadow made a motion to approve the application, subject to the condition that square spindles will be utilized for the front porch railing. Steve Hollander seconded the motion. Four were in favor, none were opposed, one abstained (4-0-1). The motion passed.*

- (E) Case No. SP-2026-16 701-703 South Riverside Drive. Jodi Devonshire. The applicant is requesting permission to construct a new addition on the side of the structure [South Main Preservation District, Ward 2]. ***Michelle Beucke was present to answer questions from the Board. Steve Hollander made a motion to approve the construction of an addition to the existing structure, subject to the conditions recommended by Staff. Dave Settle seconded the motion. Four were in favor, none were opposed, one abstained (4-0-1). The motion passed.***
- (F) Case No. SP-2026-17 702 Jackson Street. Micki Beucke The applicant is requesting permission to construct a new single-family dwelling and rear detached garage on the vacant lot [Extended Historic Preservation District, Ward 2]. ***Michelle Beucke was present to answer questions from the Board. Dave Settle made a motion to approve the application to construct a new-single family dwelling and detached garage at the above address. Laura Shadow seconded the motion. Four were in favor, none were opposed, one abstained (4-0-1). The motion passed.***
- (G) Case No. SP-2026-18 1200 North 3rd Street. Dennis Sharp. The applicant is requesting permission to construct a new detached garage at the rear of the property [Frenchtown Preservation District, Ward 1]. ***Dennis Sharp was present to answer questions from the Board. Dave Settle made a motion to approve the construction of a new detached garage at the above address. Michelle Beucke seconded the motion. All were in favor (5-0). The motion passed.***

7. Announcements/Reports from Officers

CM Steve Hollander announced City Council liaisons will be appointed next meeting and a new Council Liaison may be chosen for the Board.

8. Staff Reports

No reports.

9. Approval of April 20, 2026, regular meeting minutes

Steve Hollander made a motion to table the April 20, 2026, minutes to June 15, 2026, meeting date. Dave Settle seconded the motion. All were in favor (5-0). The minutes were tabled.

10. Adjournment

Michelle Beucke made a motion to adjourn. Dave Settle seconded the motion. All were in favor (5-0). The meeting adjourned at 6:36pm.

SECRETARY

DATE

RCA FORM (OFFICE USE ONLY)

Bill # NA

MEETING/DATE: 6/23/2026

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

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. Qao Finance Dir. Qao Dir. of Admin. 9

CITY OF ST. CHARLES, MO
 FINANCIAL UPDATE
 YTD 05/31/26

General Fund

Revenue:	Amended Budget 2025	Unaudited Actual 2025	% of Budget	Amended Budget 2026	Unaudited Actual 2026	% of Budget	Difference	Notes
Property Taxes	\$10,595,886	\$10,131,897	96%	\$10,954,547	\$5,326,519	49%	(\$5,628,028)	
Utility Taxes	\$9,095,357	\$9,193,861	101%	\$9,295,441	\$4,103,256	44%	(\$5,192,185)	
Sales Taxes	\$13,175,678	\$12,288,515	93%	\$13,531,264	\$5,308,622	39%	(\$8,222,642)	
Use Tax	\$7,744,331	\$6,971,438	90%	\$7,550,000	\$3,166,800	42%	(\$4,383,200)	
Other Tax Revenue	\$1,284,444	\$1,202,000	94%	\$1,315,925	\$425,052	32%	(\$890,873)	
Gaming Tax	\$7,068,546	\$7,068,546	100%	\$6,859,991	\$2,834,915	41%	(\$4,025,076)	
Licenses and Permits	\$2,326,320	\$2,406,769	103%	\$2,799,650	\$1,121,824	40%	(\$1,677,826)	
Fines and Fees	\$2,951,689	\$3,415,079	116%	\$3,199,362	\$1,012,657	32%	(\$2,186,705)	
Charges for Services	\$12,474,454	\$11,879,490	95%	\$14,308,754	\$5,727,762	40%	(\$8,580,992)	
Interest	\$380,000	\$0	0%	\$595,900	\$206,718	35%	(\$389,182)	
Transfers In From Other Funds	\$1,000	\$1,000	100%	\$1,000	\$0	0%	(\$1,000)	
Sales of Fixed Assets	\$100,000	\$0	0%	\$100,000	\$0	0%	(\$100,000)	
Grants	\$979,718	\$1,000,447	102%	\$6,025	\$63,711	1057%	\$57,686	
Total Revenue	\$68,177,423	\$65,559,043	96%	\$70,517,859	\$29,297,834		(\$41,220,025)	

Expenditures:

Personnel Services	\$51,222,217	\$51,137,582	100%	\$53,105,547	\$22,287,103	42%	(\$30,818,444)	
Professional/Purchased Services	\$12,719,278	\$11,901,925	94%	\$13,941,117	\$6,051,911	43%	(\$7,889,206)	
General/Operating Supplies	\$3,480,954	\$2,933,570	84%	\$3,485,366	\$1,278,726	37%	(\$2,206,641)	
Capital	\$2,590,216	\$2,014,958	78%	\$823,253	\$133,999	16%	(\$689,254)	
Transfers To Other Funds	\$0	\$0	0%	\$0	\$0	0%	\$0	
Total Expenditures	\$70,012,665	\$67,988,034		\$71,355,283	\$29,751,739		(\$41,603,544)	
Difference in Rev and Exp	(\$1,835,242)	(\$2,428,991)		(\$837,424)	(\$453,905)			
Fund Balance - beginning		\$19,710,306			\$17,281,315			
Fund Balance - ending		\$17,281,315			\$16,827,410			
Street Maintenance								
Revenue	\$10,823,884	\$10,669,457	99%	\$11,377,440	\$3,628,137	32%	(\$7,749,303)	
Expenses	\$15,163,819	\$13,487,778	89%	\$13,240,658	\$4,327,597	33%	(\$8,913,061)	
Difference in Rev and Exp	(\$4,339,935)	(\$2,818,321)		(\$1,863,218)	(\$699,460)			
Fund Balance - beginning		\$5,201,762			\$2,383,441			
Fund Balance - ending		\$2,383,441			\$1,683,981			

CITY OF ST. CHARLES, MO
 FINANCIAL UPDATE
 YTD 05/31/26

	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	\$3,758,779	39%	(\$5,773,268)	
Expenses	\$13,558,514	\$10,505,837	77%	\$11,997,179	\$3,118,928	26%	(\$8,878,252)	
Difference in Rev and Exp	(\$4,678,873)	-\$2,506,759		(\$2,465,132)	\$639,851		\$3,104,984	
Fund Balance - beginning		\$6,416,326			\$3,909,567			
Fund Balance - ending		\$3,909,567			\$4,549,418			
Tourism								
Revenue	\$6,311,372	\$6,283,286	100%	\$6,761,782	\$2,892,718	43%	(\$3,869,064)	
Expenses	\$7,381,255	\$6,157,392	83%	\$8,784,618	\$2,431,470	28%	(\$6,353,148)	
Difference in Rev and Exp	(\$1,069,883)	\$125,894		(\$2,022,836)	\$461,248		\$2,484,084	
Fund Balance - beginning		\$4,482,364			\$4,608,258			
Fund Balance - ending		\$4,608,258			\$5,069,506			
Waterworks								
Revenue: Operating	\$17,005,695	\$15,793,013	93%	\$16,764,175	\$5,303,844	32%	(\$11,460,331)	
Expenses: Operating	\$15,019,589	\$16,375,349	109%	\$14,550,311	\$4,387,666	30%	(\$10,162,645)	
Difference in Rev and Exp	\$1,986,106	(\$582,336)		\$2,213,865	\$916,178		(\$1,297,686)	
Fund Balance - beginning - unrestricted		\$7,485,966			\$6,903,630			
Fund Balance - ending - unrestricted		\$6,903,630			\$7,819,808			
Sanitary Sewer								
Revenue	\$18,356,000	\$18,943,449	103%	\$19,902,462	\$7,480,835	38%	(\$12,421,627)	
Expenses	\$15,831,741	\$15,068,349	95%	\$13,004,898	\$5,129,119	39%	(\$7,875,779)	
Difference in Rev and Exp	\$2,524,259	\$3,875,100		\$6,897,564	\$2,351,716		(\$4,545,848)	
Fund Balance - beginning - unrestricted		\$8,068,912			\$11,944,012			
Fund Balance - ending - unrestricted		\$11,944,012			\$14,295,728			
Gaming Revenue - All Funds: Allocation								
General	67%	\$7,068,546	64%	\$6,859,991	\$2,834,915	64%	(\$4,025,076)	
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	\$1,594,640	36%	(\$2,264,106)	
Total Gaming Revenue		\$10,612,610	95%	\$10,718,736	\$4,429,554	41%	(\$6,289,182)	

**CITY OF ST. CHARLES
OUTSTANDING POOLED INVESTMENTS
5/31/2026**

Investment	Purchase	Maturity	Date of	Par Value	Coupon	Price	Yield (b)	Original	Purchased	Market	Unrecorded	Net		
												Accr. Int. (d)	Curr. Mo. Paid Int.	
					(a)			Purch. Price	Interest (c)	Basis	Gain/(Loss)	Accr. Int. (d)	Curr. Mo. Paid Int.	
Pooled Investments:														
Cash and Cash Equivalents														
FSTGD				\$ -		#DIV/0!		6,603,210.70	\$ -	#DIV/0!	\$ -	\$ -	\$ 22,768.61	\$ 22,768.61
				\$ -		#DIV/0!		6,603,210.70	\$ -	#DIV/0!	\$ -	\$ -	\$ 22,768.61	\$ 22,768.61
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		100.240000	464.06	42,732.24	42,732.24	
USTN - 91282C-QG9	03/31/2026	03/31/2031		3,000,000.00	1.4500%	99.11	1.450%	2,973,203.13		98.868000	(7,163.13)	19,692.62	19,692.62	
USTN - 91282C-NK-3	06/30/2025	06/30/2030		2,000,000.00	1.4500%	99.13	1.450%	1,982,539.06		99.121000	(119.06)	32,541.43	32,541.43	
USTN - 91282C-DL-2	12/23/2024	11/30/2028		2,000,000.00	1.4500%	91.47	1.450%	1,829,453.13		94.030000	51,146.87	15,081.96	15,081.96	
USTN - 91282C-MB-5	12/15/2024	12/15/2027		1,000,000.00	1.4500%	99.20	1.450%	992,031.25		100.041000	8,378.75	18,461.53	18,461.53	
USTN - 91282C-MA-6	12/01/2024	11/30/2029		1,000,000.00	1.4500%	200.77	1.450%	2,007,734.38		200.270000	(5,034.38)	41,475.40	41,475.40	
USTN - 91282C-FZ-9	11/06/2023	11/30/2027		2,000,000.00	1.3875%	98.87	1.390%	1,977,304.69		99.854000	19,775.31	38,961.74	38,961.74	
USTN - 91282-CNE-7	05/31/2025	05/31/2027		1,000,000.00	3.8750%	100.20	3.875%	1,002,031.25		99.980000	(2,231.25)	19,480.87	19,480.87	
USTN - 91282-CNU-1	08/15/2025	08/15/2028		1,000,000.00	3.6250%	100.15	3.625%	1,001,484.38		99.176000	991,760.00	10,614.64	10,614.64	
USTN - 91282C-KY-6	06/30/2024	06/30/2026		2,000,000.00	1.5000%	100.63	1.500%	2,012,578.13		100.068000	(11,218.13)	38,839.77	38,839.77	
USTN - 91282C-JF-9	11/06/2023	10/31/2028		1,000,000.00	1.4875%	101.51	1.470%	1,015,117.19		101.912000	4,002.81	4,239.13	4,239.13	
USTN - 91282C-JK-8	11/06/2023	11/15/2026		1,000,000.00	1.4625%	99.49	1.460%	994,882.81		100.362000	8,937.19	2,136.54	2,136.54	
USTN - 91282C-GT-2	03/31/2024	03/31/2028		1,000,000.00	1.5000%	96.05	1.500%	960,468.75		99.346000	32,891.25	6,140.71	6,140.71	
USTN - 91282C-KG-5	03/31/2024	03/31/2029		1,000,000.00	1.5000%	97.66	1.500%	976,601.56		100.198000	25,378.44	6,987.70	6,987.70	
USTN - 91282C-CPT-2	01/15/2026	01/15/2029		1,000,000.00	3.5000%	99.62	1.500%	996,171.88		98.660000	(9,571.88)	13,245.85	13,245.85	
USTN - 91282C-KJ-9	04/15/2024	04/15/2027		1,000,000.00	1.5000%	99.16	1.500%	991,640.63		100.548000	1,005,480.00	5,778.68	5,778.68	
USTN - 91282C-LN-9	09/30/2024	09/30/2029		2,000,000.00	3.6000%	98.19	3.600%	1,963,710.94		98.219000	1,964,380.00	11,857.91	11,857.91	
USTN - 91282C-LP-4	09/30/2024	09/30/2026		2,000,000.00	3.5400%	99.55	3.540%	1,991,054.69		99.918000	7,305.31	11,857.92	11,857.92	
USTN - 91282C-LQ-2	10/15/2024	10/15/2027		1,000,000.00	3.9000%	100.10	3.900%	1,001,015.63		99.899000	(2,025.63)	4,976.09	4,976.09	
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	(14,728.75)	7,834.69	7,834.69	
				\$ 29,000,000.00		\$ 104.19		\$ 29,701,328.17	\$ -	\$ 2,093.53	\$ 111,071.83	\$ 352,937.42	\$ 352,937.42	
REPOS	05/31/2026	06/01/2026		0.00	0.000%	100.000000	0.000%	0.00		100.000000	0.00	0.00	0.00	
OTHER (e)	05/01/2026	05/31/2026				100.000000								
Total				\$ 29,000,000.00		\$ 36,304,538.87		\$ 36,304,538.87	\$ -	\$ 111,071.83	\$ 111,071.83	\$ 375,706.03	\$ 375,706.03	

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
 5/31/2026**

	<u>Amount</u>	<u>Pct.</u>	<u>Max. Pct.</u>
<u>Investment Portfolio(Book Value):</u>			
Diversification Summary:			
U.S. Treasury Obligations	6,603,210.70	18%	100%
U.S. Government Agency Securities	29,701,328.17	82%	100%
Certificates of Deposit	0.00	0%	10%
Overnight Repurchase Agreements	0.00	0%	25%
	<u>36,304,538.87</u>	<u>100%</u>	
Maturity Benchmarks:			
0 to 6 months	13,606,062.27	37%	
6 to 12 months	0.00	0%	
1 to 2 years	996,171.88	3%	
2 to 5 years	21,702,304.72	60%	
over 5 years	0.00	0%	
Maximum	10,647,000.00		
	<u>36,304,538.87</u>	<u>100%</u>	
U.S. Treasury & Overnight Repurchase Agreements	<u>6,603,210.70</u>	<u>18%</u>	min 5%

Interest Earnings Recap:

		<u>Current Year</u>	<u>Prior Year</u>
Interest Income:			
Earned - Year-to-Date		414,239.91	558,218.36
Realized - Year-to-Date		-	-
Total Outstanding Portfolio at:	05/31	<u>36,304,538.87</u>	<u>35,332,723.80</u>
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	05/31	71,311	899,651
Projected		<u>71,311</u>	<u>899,651</u>
Variance - Over (Under) Budget		<u>(433,689)</u>	<u>599,651</u>

Collateral Coverage:

Total Commerce Deposits	\$30,000,000.00	
FDIC Coverage	(250,000.00)	
Deposit Amount Requiring Collateralization	\$29,750,000.00	
Collateralization Ratio	1.10	
Collateral Required	\$32,725,000.00	
Market Value of Collateral at: 05/31	33,111,868.86	
Total Collateral Coverage: FDIC Coverage + Market Value of Collateral	33,361,868.86	
Excess of Collateral over Deposits - Aggregate	\$3,361,868.86	111%

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: June 23, 2026

Subject: May 2026 Over \$10K Transfers Report

The following budget transfers took place in May 2026:

- The Fire Department transferred \$22,340.00 to Fire Land Acquisition Capital for Muegge Road land purchase.
- The Public Works Department transferred \$60,000.00 to Public Works Other Chemicals for Polydyne annual chemicals.
- The Human Resources Department transferred \$15,000.00 to HR Secretarial for Robert Half invoices.
- The Public Works Department transferred \$22,768.14 to Public Works Operating Plant for an Airvac design contract.
- The Public Works Department transferred \$17,437.06 to Public Works Other Equipment Repair/Maintenance for sewer camera truck camera.



To: Members of City Council

From: Finance

Date: June 23, 2026

Subject: May 2026 Surplus Report

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

<u>Department</u>	<u>Items</u>	<u>Reason</u>
Fire	Ballistic vests (60) Point Blank Guardian Series, Command console (1) Odyssey, Hydraulic power unit (1) Amkus GH2S2-XL, Hydraulic spreader (1) Amkus AMK-30CRT, Hydraulic ram (1) Amkus AMK-20R-RAM, Hydraulic rams (2) Amkus AMK-60R, Hydraulic cutter (1) Amkus AMK-22, Hydraulic hoses (3) Amkus, Weight tree (1), Push sled (1), Dumbbells (2), Arm curl bar (1), Adjustable incline benches (2) Hoist	No longer needed to perform the duties of the department. Obsolete and not compatible with newer equipment. Sell at online auction.
Police	SUV's (4) Ford Explorer, Truck (1) Ford F-150	Complying with vehicle and equipment replacement policy. Sell at public auction and sell at online auction.
Public Works	Bus (1) Champion FCC M2-106 Defender, Bus (1) Champion FCC M2 Defender, Bus (1) Champion FCC M2 Chassis Defender	Broken and cost to repair is not economical. Sell at public auction.



FINANCE DEPARTMENT

www.stcharlescitymo.gov

Finance	Four-drawer filing cabinets (6)	No longer needed to perform the duties of the department. Sell at online auction.
---------	---------------------------------	--

RCA FORM (OFFICE USE ONLY)

Bill # N/A

MEETING/DATE: 6/23/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): All

Sponsor(s): All

Description:

Notice of Emergency Purchase

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

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

St. Louis Gate Company- \$7,060.00

For emergency purchase/replacement of failed gate operator for the rear gate at the Public Works facility.

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

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

Fiscal Impact: \$ 7,060.00 Select One 20260401

Account #: .50 - 204-500-501-743007

.30 - 514-500-531-743007

.20 - 515-500-566-743007

Project #: _____

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



City of Saint Charles, Missouri Emergency Purchase Approval Form

Requesting Department: Public Works

For the Purchase of: Gate Operator for Rear Gate at Public Works Facility

From: St. Louis Gate Company

Basis for Emergency Purchase: The rear gate operator at the Public Works facility has failed,
preventing the yard from being secured and restricting access. This creates a security risk to City vehicle
and equipment and delays on-call employees during emergency responses. Immediate replacement is
necessary to maintain operations.



Submitted by: Signed by: Larry Purney 3/3/2026
C2812E8A755A48D
Department Director

Reviewed by: Signed by: Paul Feldmann 3/4/2026
C42B3D7B773142A
Purchasing Manager

Recommend by: DocuSigned by: Lawrence S. Dobrosky, Jr. 3/4/2026
3B29481F0809FA0
Director of Administration

Approved by: DocuSigned by: Daniel J. Borgmeyer 3/5/2026
B036AF81A1B0439
Mayor

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

INVOICE

St Louis Gate Co
616 Sherwood Dr
Pacific, MO 63069

stigatecompany@gmail.com
+1 (636) 222-2138



Bill to

Saint Charles Building Dept
200 N Second st
St Charles, MO 63301

Ship to

Saint Charles Building Dept
200 N Second st
St Charles, MO 63301

20260401

Invoice details

Service Address: Rear gate

Invoice no.: 1727
Terms: Due on receipt
Invoice date: 05/28/2026
Due date: 05/28/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		INSL24UL / Riser	Includes S505AL & LMRRUL 24VDC Brushless DC Motor Drive Continuous-duty 25FT #50 NP Chain, 120/230V single-phase, 3PHCONV optional kit converts an input voltage of 208/230/460/575VAC. Speed 0.5-1 ft. per second (variable), 5 Year WTY. For 5500# 90FT Gates all existing entry and exit equipment to be re-used	1	\$7,060.00	\$7,060.00

Total

\$7,060.00

Ways to pay

DATE:

View and pay



Contract # _____
(City Clerk will Assign)

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

Requesting Department:	Public Works	Department Contact:	Maura Zackavec Gimm
Vendor Name & NWS#:	#9193 SAK CONSTRUCTION LLC		
Description/Purpose:	Storm Sewer CIPP Rehabilitation		
Account #:	517-500-581-873110		
Project #:	26PWSSW001		
Amount of this Routing:	\$ 316,308.51	Requisition #:	20260638
Contract Type:	New Contract	Cooperative	Coop#: R220402
Contract Term:	12/31/2026	Renewal Options:	N/A
If Renewal or Amendment: C#	Amendment #	Renewal #	
Original Contract Value:	\$ 0.00	Total of Previous Amendments:	\$ 0.00
Total Contract Value:	\$ 316,308.51		

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: Lawrence Perney	Signature: <small>Signed by:</small> <i>Lawrence Perney</i>	 5/28/2026
---	--	-------------------

ROUTING	Signature/Date
Purchasing Review (Compliant with Chapter 145 and City Terms)	<small>Signed by:</small> <i>Paul Feldmann</i> 5/28/2026
Department of Law (for Legality only)	<small>Signed by:</small> <i>Bryan Wise</i> 5/28/2026
Director of Finance (Funds Available)	<small>DocuSigned by:</small> <i>Jennifer O'Connor</i> 5/28/2026
Director of Administration (Recommend Approval)	<small>DocuSigned by:</small> <i>Lawrence S. Dobrosky, Jr.</i> 5/29/2026
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: 06/23/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): _____ Sponsor(s): _____ Consent Agenda

Description:

Authorization to enter into a contract agreement with SAK Construction LLC for Storm Sewer CIPP Rehabilitation in an amount not to exceed \$316,308.51.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

Storm sewer inspections have identified several deteriorated corrugated metal pipes in need of rehabilitation. SAK Construction performs pipe rehabilitation using cured in place pipe (CIPP) liners and provided an estimate through their OMNIA Partners cooperative contract #R220402. SAK has successfully completed several similar projects for the City and staff recommends approval.

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

Fiscal Impact: 316,308.51 **Requisition #:** 20260638

Account #: 517-500-581-873110

Project #: 26PWSSW001

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

CONTRACT AGREEMENT

This Contract Agreement, is made on the last date of signature below by and between **SAK Construction, LLC**, Party of the First Part, hereinafter called the "Contractor", and City of Saint Charles Party of the Second Part, hereinafter called the "Owner".

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

ARTICLE 1. Scope of Work: Contractor shall furnish and provide for all of the labor, materials, machinery, and equipment, and perform all of the work for **Storm Sewer CIPP Rehabilitation**, for the City's Public Works Department, as outlined in Contractor's Proposal, a copy of which is attached as Exhibit A.

ARTICLE 2. Time of Completion: All work shall be completed prior to December 31, 2026.

ARTICLE 3. The Contract Sum: The Owner shall pay the Contractor for the performance of the Contract a sum not to exceed **Three Hundred Sixteen Thousand Three Hundred Eight Dollars and Fifty-One Cents (\$316,308.51)**, subject to additions and deductions provided herein, in current funds at the prices named in the proposal attached to and a part of these documents and the contract. Pricing shall be in accordance with OMNIA Partners Contract #R220402.

ARTICLE 4. Acceptance and Final Payment: Upon receipt of written notice that the work is ready for final inspection and acceptance, the City Representative shall promptly make such inspection, and when the work is deemed acceptable under the Contract and the Contract fully performed, a final certificate with the City Representative's signature shall be issued, stating that the work provided for in this Contract has been completed and is accepted by the City's Representative under the terms and conditions thereof, and the entire balance found to be due the Contractor shall be paid to the Contractor within thirty (30) calendar days after the date of said final certificates.

Before issuance of the final certificates the Contractor shall submit evidence satisfactory to the City Representatives that all payrolls, materials, bills, and other indebtedness connected with the work have been paid.

The holding and acceptance of the final payment shall constitute a waiver of all claims by the Owner, other than those arising from unsettled liens, faulty work appearing after final payment or from requirements of the specifications and of all claims by the Contractor, except those previously made and still unsettled.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor and the City Representative so certifies, the Owner shall upon certificate of the City Representative, and without terminating the Contract, make payment of the balance due for the portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions covering final payment, except that it shall not constitute a waiver of claims.

ARTICLE 5. The Contract Documents: The information for and instruction to bidders, proposal, the bonds, and the specifications together with the agreement, form the contract and they are as fully a part of this contract as if thereto attached or repeated.

ARTICLE 6. Contractor's Representations: The Contractor represents that they have visited the work site and became familiar with and is satisfied as to the general, local and site conditions, and federal, state and local laws and regulations that may affect cost, progress, and performance of the work.

ARTICLE 7. Prevailing Wages: Not less than the prevailing hourly rate of wages, as set out in Annual Wage

CONTRACT AGREEMENT

Order #32, must be paid to all workers performing work under the contract pursuant to Section 290.210, et. seq., RSMo. The contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.

ARTICLE 8. Warranty: All labor and materials will be warranted for one (1) year from substantial completion of the project.

ARTICLE 9. Performance and Payment Bonds: The Contractor shall furnish a 100% Performance and Payment Bond from a surety company qualified to do business under the laws of the State of Missouri which is satisfactory to the City in the full amount of the contract price.

ARTICLE 10. Insurance: The Contractor shall secure and maintain insurance as set forth in this Article for the duration of the Project from an insurance company authorized to write casualty insurance in the state of Missouri and having an A.M. Best Rating of A-IX or higher. Said insurance will protect the Contractor, their subcontractors and the Owner from claims including but limited to bodily injury, death or property damage which may arise from operations under this Contract. The type and amounts of insurance described below or as otherwise required by law on all of its operations as a minimum shall be:

1. Workers' Compensation and Employers Liability Insurance: Contractor shall carry Workers' Compensation Insurance as required by any applicable law or regulation. Employers Liability Insurance shall be in amounts no less than \$4,000,000 each accident for bodily injury, \$4,000,000 for bodily injury by disease and \$1,000,000 each employee for bodily injury by disease. If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen's and Harbor Workers' Compensation act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims. If the Contractor's Employers Liability limits are below those stated above an umbrella liability policy may be used to fulfill the requested limit.
2. Commercial General Liability Insurance: Contractor shall carry Commercial General Liability Insurance written on ISO occurrence form CG 00 01 07 98 or later edition (or a substitute form providing equivalent coverage) and shall cover all operations by or on behalf of the Contractor, providing insurance for bodily injury liability and property damage liability for the limits indicated below and for the following coverage:
 - a. Premises and Operations
 - b. Products and Completed Operations
 - c. Contractual Liability insuring the obligations assumed by the Contractor under this Contract
 - d. Personal Injury Liability and Advertising Injury Liability

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the general aggregate limit shall apply separately to the Contractor's project under this Contract. Completed Operations coverage must be maintained for the correction period provided by the agreement.
3. Limit of Liability: The Commercial General Liability policy limits shall not be less than:
 - a. \$4,000,000 Each Occurrence (Combined Single Limit for Bodily Injury and Property Damage)
 - b. \$4,000,000 Aggregate for Products/Completed Operations
 - c. \$4,000,000 Personal Injury/Advertising Injury
 - d. \$4,000,000 General Aggregate (provide endorsement ISCO CG 25 03 or equivalent to apply to the General Aggregate per project, if available. If not, see Umbrella Liability section.)

CONTRACT AGREEMENT

4. Additional Insured: The City of Saint Charles and all of their elected officials, officers, directors and employees, shall be named as Additional Insureds under the Commercial General Liability Insurance using ISO Additional Insured Endorsements CG 20 10 (2004 edition) or substitute providing equivalent coverage. The City of Saint Charles and all of their elected officials, officers, directors and employees, shall also be named as Additional Insureds using ISO Additional Insured Endorsements CG 20 37 or substitute providing equivalent coverage during any correction period. These endorsements must be stated on the insurance certificate provided to the Owner and a copy of the endorsements confirming coverage should accompany the insurance certificate.
5. Primary Coverage: The Contractor's Commercial General Liability Policy shall apply as primary insurance and any other insurance carried by the City shall be excess only and will be non-contributory with Contractor's insurance. This must be stated on the insurance certificate and a copy of the endorsement confirming coverage should accompany the insurance certificate.
6. Business Automobile Liability Insurance: The policy should be written on ISO form CA 0001, CA 0005, CA 0002, CA 0020 or a substitute form providing equivalent coverage and shall provide coverage for all owned, hired and non-owned vehicles. The limit of liability should be at least \$4,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident and should also cover Automobile Contractual Liability. The policy should name the Owner and all of its officers, directors and employees as Additional Insureds. The policy shall be endorsed to be primary coverage and any other insurance carried by the Owner shall be excess only and will not contribute with Contractor's insurance. To confirm coverage, a copy of the Additional Insured Endorsement and the Primary Insurance Endorsement should accompany the insurance certificate.
7. Umbrella Excess Liability: The Contractor shall provide an umbrella excess liability policy that will provide a minimum of \$4,000,000 per occurrence/\$4,000,000 aggregate over the employer's liability, commercial general liability and automobile liability coverages. This policy should "follow-form" of the underlying policies and comply with all insurance requirements of those policies. If the General Aggregate of the Commercial General Liability policy does not apply per project, the limits should be \$4,000,000 per occurrence/\$4,000,000 aggregate.
8. Waiver of Subrogation: The Commercial General Liability and Automobile Liability policies shall each contain a waiver of subrogation in favor of the Owner and its elected officials, officers, directors and employees.
9. Certificates of Insurance: As evidence of the insurance, limits, and coverages required, a standard ACORD or equivalent Certificate of Insurance executed by a duly authorized representative of each insurer shall be furnished by the Contractor to the Owner before any work under the Contract is commenced by the Contractor. Owner shall have the right, but not the obligation, to prohibit Contractor or any subcontractor from entering the project site until such certificates are received and approved by the Owner. With respect to insurance to be maintained after final payment, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner as a precondition to final payment. The Certificate of Insurance shall provide that there will be no cancellation or reduction of coverage without thirty (30) days prior written notice to the Owner. Failure to maintain the insurance required herein may result in termination of the Contract at the Owner's option. In the event the Contractor does not comply with the requirements of this section, the Owner shall have the right, but not the obligation, to provide insurance coverage to protect the Owner and charge the Contractor for the cost of that insurance or make a claim on the Contractor's payment bond. The required insurance shall be subject to the approval of the Owner, but any acceptance

CONTRACT AGREEMENT

of insurance certificates by the Owner shall in no way limit or relieve the Contractor of their duties and responsibilities in this Contract.

10. Copies of Policies: Contractor shall furnish a certified copy of any and all insurance policies required under this Contract within ten (10) days of Owner's written request for said policies.
11. Subcontractors: Contractor shall cause each subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of Owner. Contractor shall provide to Owner copies of certificates evidencing coverage for each subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name Owner as Additional Insured and have the Waiver of Subrogation endorsement added.
12. Risk Insurance: The Contractor shall purchase and maintain risk insurance for the work at the site on a completed value, "all risk", and total replacement cost basis. The policy shall include Flood and Earthquake coverages. Contractor shall be responsible for any deductible stated in the policy. The policy deductible shall not exceed \$2,500, except for the perils of flood and earthquake. Flood and Earthquake deductibles shall be on a flat basis, not a percentage basis. The policies of insurance are required and shall be purchased and maintained by Contractor in accordance with this section.

Risk Insurance policies shall be secured from a company which is satisfactory to the Owner and delivered to the Owner. Risk Insurance shall:

- a. Include the Contractor, all tiers of subcontractors, the City of Saint Charles and their elected officials, officers, directors, partners, employees, agents, and other consultants, and any other party who has financial interest at the time of loss, all as insureds.
- b. Be written on a Builder's Risk "all-risk" or special causes of loss policy form or "Installation Floater" that shall at least include insurance for physical loss and damage to the work, temporary buildings, false work, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, flood and water damage, earthquake, lightning, extended coverage, theft, vandalism and malicious mischief, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, and such other perils or causes of loss as may be specifically required by the Contract.
- c. The policy for off-site storage and items in transit shall be at least \$100,000 each.
- d. Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
- e. Cover materials and equipment stored at the site or at another location that was agreed to in writing by the Owner prior to being incorporated in the work, provided that such materials and equipment have been included in an Application for Payment.
- f. Allow for partial utilization of the work by Owner.
- g. Be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner and Contractor with thirty (30) days written notice to each other additional insured to whom a certificate of insurance has been issued.

Owner and Contractor waive all rights against each other for all losses and damages caused by any perils covered by the policies of insurance provided in response to Property Insurance and Risk Insurance applicable to the work, and also waive all such rights against all tiers of subcontractors, and any other individuals or entities identified as additional insureds for losses and damages so caused. Each subcontract between Contractor and a subcontractor will contain similar waiver provisions by the subcontractor in favor of the Owner, Contractor, and any other individuals or entities identified as additional insureds.

CONTRACT AGREEMENT

None of the waivers shall extend to the rights that any of the insured parties may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

Owner intends that any policies in response to Property Insurance of Risk Insurance shall protect all parties insured and provide primary coverage for all losses and damages caused by the perils covered thereby. Accordingly all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no right of recovery against any of the parties named as insureds or additional insureds, and if the insurers require separate waiver forms to be signed, Owner will obtain the same, and if such waiver forms are required of any subcontractor, Contractor will obtain the same.

ARTICLE 11. Indemnification: The Contractor shall indemnify, defend, and hold harmless the City and the elected officials, officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, accountants, and other professional and all court and other dispute resolution costs) for or on account of or relating to any act, omission, or negligence of the Contractor, subcontractors, or its or their agents or employees in the performance of the work and/or their failure to comply with the terms and conditions of this Contract. The foregoing provision shall not be deemed to be released, waived, or modified in any respect by any reason of any surety or insurance provided by the Contractor, and this provision shall survive termination of this Contract.

ARTICLE 12. Laws and Ordinances: Contractor shall comply with City Code of Ordinance Section 145.040 regarding the registration of sex offenders with the Police Department.

In accordance with City Code of Ordinance Section 145.160, neither the Contractor/Supplier or an affiliated business entity of the Contractor/Supplier shall: (1) be in arrears to the City on any taxes or debt; (2) be in default of any contractual obligation to the City; (3) be in default as security or otherwise of any obligation to the City; or (4) be a party to a non-adjudicated, non-traffic related citation for a code violation. For complete text of Section 145.160, please contact the Purchasing Office.

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

The Contractor and all subcontractors to the contract must require all on-site employees to complete the ten-hour construction safety training program required under Section 292.675 RSMo, if they have not previously completed the program and have documentation of having done so. The contractor will forfeit a penalty to the City of St. Charles of \$2,500 plus an additional \$100 for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.

Contractor acknowledges award of this City Contract requires compliance with Section 208.009 RSMo. Which requires Contractor to provide City with affirmative proof that he/she is a citizen or permanent resident of the United States or is lawfully present in the United States prior to the City awarding Contractor with this contract.

Contractor acknowledges award of this Contract requires compliance with Section 285.530(2) RSMo. (Cumm. Supp. 2008) regarding enrollment and participation in a federal work authorization program with respect to all persons working in connection with the contracted services. Contractor represents and warrants that it is in

CONTRACT AGREEMENT

compliance with Section 285.530 at the time of award of this Contract. A sworn affidavit and supporting documentation affirming participation in a qualified federal work authorization program and that Contractor does not knowingly employ any person who is an unauthorized alien in connection with the services to be performed pursuant to this Contract is attached to this Contract and incorporated herein by this reference.

Every transient employer, as defined in Section 285.230 RSMo., must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) the notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) proof of coverage for workers' compensation insurance, or self-insurance, signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under Section 285.234 RSMo., be liable for a penalty of \$500 per day until the notices required by this section are posted as required by statute.

ARTICLE 13. 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 Contractor, including, but not limited to those kept by its employees, agents, assigns, successors and subcontractors.

ARTICLE 14. Nondiscrimination: Contractor agrees in the performance of this agreement that Contractor, and any subcontractor to the agreement, will not discriminate against any employee or applicant for employment, in the selection and retention of subcontractors, or in procurement of materials and leases of equipment with regard to the work performed during this agreement, on the basis of race, creed, color, age, sex, national origin, ancestry, religion, or political opinion or affiliation.

ARTICLE 15. Private Property and Property Owner Notification: The Contractor shall not enter upon private property outside of public utility easements for any purpose without obtaining permission, and they shall be responsible for the preservation of all private and public property, trees, monuments, etc., along and adjacent to the street and/or right-of-way, and shall use every precaution necessary to prevent damage to pipes, conduits, and other underground structures.

The Contractor shall be responsible for the notification of all property owners adjacent to any portion of the project limits or as directed by the Owner not less than 48 hours prior to beginning construction unless otherwise directed by the Owner. If requested by the Contractor, the Owner may provide door hangers which can be completed with the Contractor's contact information and distributed by the Contractor.

CONTRACT AGREEMENT

IN WITNESS WHEREOF the parties have to hereto executed this Agreement the date of the year last below written.

SAK CONSTRUCTION, LLC:

CITY OF SAINT CHARLES, MISSOURI:

Boyd Hirtz 5/27/26
Date
Boyd Hirtz, Vice President

(Print Name & Title)

Daniel J. Borgmeyer Date
Mayor

Corporate Attest (if applicable):

Attest:

Steve Stulce 5/27/26
Date
By: Steve Stulce, Asst. Secretary

City Clerk Date

CERTIFICATE OF DIRECTOR OF FINANCE

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

DocuSigned by:
Jennifer O'Connor 5/28/2026
Date
C5FB3E8A40BE40D...
Director of Finance

EXHIBIT A



636.385.1000 *tel*
 636.385.1100 *fax*
 864 Hoff Road
 O'Fallon, MO 63366
www.sakcon.com

May 19, 2026

City of St. Charles
2871 Elm Point Industrial Dr.
St. Charles, MO 63301

Re: Storm Sewer CIPP Rehabilitation

Kierstyn Lorince:

SAK Construction, LLC is pleased to offer the following quotation on the above referenced project:

Item	Description	Quantity	Unit Price	Total Price
D8-STM-500				
6	18" x 9.0mm	82 LF	\$116.00	\$9,512.00
18	15" & 18" Additional 1.5mm (3X) 13.5mm	82 LF	\$51.00	\$4,182.00
33	15" - 21" Clean & TV sewer	82 LF	\$14.00	\$1,148.00
38	18" - 27" Post TV Inspection after Rehabilitation	82 LF	\$4.80	\$393.60
Subtotal				\$15,235.60
D8-STM-501				
14	48" x 15.0mm	144 LF	\$577.00	\$83,088.00
25	48" Additional 1.5mm (3X) 19.5mm	144 LF	\$210.00	\$30,240.00
36	48" & 54" Clean & TV sewer	144 LF	\$72.00	\$10,368.00
39	30" or Larger Post TV Inspection after Rehabilitation	144 LF	\$6.60	\$950.40
Subtotal				\$124,646.40
D8-STM-174 & D8-STM-173				
13	42" x 13.5mm	162 LF	\$403.00	\$65,286.00
24	42" Additional 1.5mm (2X) 16.5mm	162 LF	\$112.00	\$18,144.00
35	36" & 42" Clean & TV sewer	162 LF	\$37.00	\$5,994.00
39	30" or Larger Post TV Inspection after Rehabilitation	162 LF	\$6.60	\$1,069.20
Subtotal				\$90,493.20
D8-STM-167				
5	15" x 7.5mm	24 LF	\$93.00	\$2,232.00
33	15" - 21" Clean & TV sewer	24 LF	\$14.00	\$336.00
37	6" - 15" Post TV Inspection after Rehabilitation	24 LF	\$3.00	\$72.00
Subtotal				\$2,640.00
D8-STM-050				
5	15" x 7.5mm	40 LF	\$93.00	\$3,720.00
33	15" - 21" Clean & TV sewer	40 LF	\$14.00	\$560.00
37	6" - 15" Post TV Inspection after Rehabilitation	40 LF	\$3.00	\$120.00
Subtotal				\$4,400.00

D8-STM-049					
5	15" x 7.5mm	40	LF	\$93.00	\$3,720.00
33	15" - 21" Clean & TV sewer	40	LF	\$14.00	\$560.00
37	6" - 15" Post TV Inspection after Rehabilitation	40	LF	\$3.00	\$120.00
Subtotal					\$4,400.00
D8-STM-090					
5	15" x 7.5mm	230	LF	\$93.00	\$21,390.00
33	15" - 21" Clean & TV sewer	230	LF	\$14.00	\$3,220.00
37	6" - 15" Post TV Inspection after Rehabilitation	230	LF	\$3.00	\$690.00
Subtotal					\$25,300.00
D8-STM-092 & D8-STM-093					
6	18" x 9.0mm	198	LF	\$116.00	\$22,968.00
33	15" - 21" Clean & TV sewer	198	LF	\$14.00	\$2,772.00
38	18" - 27" Post TV Inspection after Rehabilitation	198	LF	\$4.80	\$950.40
Subtotal					\$26,690.40
D8-STM-097					
8	24" x 10.5mm	83	LF	\$186.00	\$15,438.00
34	24" - 33" Clean & TV sewer	83	LF	\$24.00	\$1,992.00
38	18" - 27" Post TV Inspection after Rehabilitation	83	LF	\$4.80	\$398.40
Subtotal					\$17,828.40
Sub-Total					\$311,634.00
Performance and Payment Bonds (1.5%)					\$4,674.51
Grand Total					\$316,308.51

The upstream manhole on segment DS-STM-501 is buried and will need to be located and exposed. If the manhole is not big enough for the 48" liner installation, it will need to be opened up by others.

INCLUSIONS:

- Pipeline cleaning, measuring of pipe and diameter, televising, and service connection identification via CCTV.
- Bypass Pumping up to a 4-inch trash pump and layflat. If larger pumps are needed, they are to be supplied by others.
- CIPP Installation, curing, and end cutting per ASTM F-1216 latest revision.
- Live service connection reinstatement. Only capped services will not be cut.
- CCTV Acceptance Inspection for CIPP scope immediately following installation.
- Traffic Control (Standard Signs and Cones Only) for CIPP scope.
- Price includes one mobilization and demobilization.
- Performance and Payment Bonds.

EXCLUSIONS:

- Removal/Trimming of protruding taps, hanging gaskets, etc. (\$450.00/EA)
- Grouting or infiltration control.
- Any special insurance required, i.e., railroad protective insurance.
- Heavy Traffic Control, Traffic Control Plans, Flaggers, and Arrow Boards.
- Access into the site. We will need access for our equipment.
- Point repairs.
- Permits.

NOTE:

This proposal assumes that the pipe can be lined without excavation (point repairs excluded). In the event that after pre-cleaning/CCTV inspection an obstruction is found that will impede the lining, the necessary repair(s), cleaning/CCTV pre and post repair, and additional mobilization (if necessary) may be negotiated with the Owner.

This proposal and its unit prices assume that the lengths of each pipe segments provided are accurate. If the actual length of a segment to be lined is more than 10% less than given, the price of that segment may be negotiated with the Owner at a higher unit price or lump sum.

PAYMENT TERMS:

- Net 30 days after receipt of an invoice
- Partial monthly payments will be requested
- Final Payment in full within 30 days of completion of SAK work

Thank you for the opportunity to quote on this project. Please call with any questions.

Sincerely,
SAK Construction, LLC

Tim Bussen
Tim Bussen
Vice President – Central Region

Accepted By
Printed Name:
Title:

Date

Certificate Of Completion

Envelope Id: 9AA68523-D85D-8267-8282-077546E8EFD0

Status: Sent

Subject: Please DocuSign:Routing Packet-Construction 0526PW-SAK Construction LLC-Storm Sewer CIPP Rehab

Source Envelope:

Document Pages: 12

Signatures: 6

Envelope Originator:

Certificate Pages: 3

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

5/28/2026 8:58:34 AM

maura.zackavec@stcharlescitymo.gov

Signer Events

Signature

Timestamp

Lawrence Perney

lawrence.perney@stcharlescitymo.gov

Asst. CA

SHI OBO City of St Charles

Security Level: Email, Account Authentication
(None)

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Electronic Record and Signature Disclosure:

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Timothy Kubat

timothy.kubat@stcharlescitymo.gov

Billing & Collections Manager

City of Saint Charles, MO

Signing Group: Senior Financial Analysts

Security Level: Email, Account Authentication
(None)

DS
TK

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Electronic Record and Signature Disclosure:

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Paul Feldmann

paul.feldmann@stcharlescitymo.gov

Purchasing Manager

City of Saint Charles, MO

Security Level: Email, Account Authentication
(None)

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Electronic Record and Signature Disclosure:

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Mary Ann Ohms

maryann.ohms@stcharlescitymo.gov

City of Saint Charles, MO

Security Level: Email, Account Authentication
(None)

DS
MLO

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Signature

Timestamp

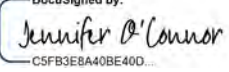
Bryan Wise
bryan.wise@stcharlescitymo.gov
Assistant City Attorney
City of St. Charles
Signing Group: LEGAL REVIEW
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signed by:

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Signature Adoption: Pre-selected Style
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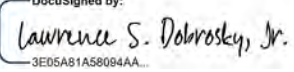
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Jennifer O'Connor
jennifer.oconnor@stcharlescitymo.gov
Director of Finance
City of Saint Charles, MO
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

DocuSigned by:

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Signature Adoption: Pre-selected Style
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

DocuSigned by:

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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

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Daniel J. Borgmeyer
dan.borgmeyer@stcharlescitymo.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Kim Hudson
kimberly.hudson@stcharlescitymo.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

City Clerk - Assign Contract #

Signing Group: City Clerk - Assign Contract #
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

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Sent: 5/28/2026 12:09:19 PM
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Amy Milstead
amy.milstead@stcharlescitymo.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	5/28/2026 9:03:11 AM
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Payment Events	Status	Timestamps
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Contract # _____
(City Clerk will Assign)

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

Requesting Department:	Public Works	Department Contact:	Maura Zackavec Gimm
Vendor Name & NWS#:	#4754- TraMar Contracting Inc.		
Description/Purpose:	Enter into Service Agreement for 2026 Citywide Street Striping		
Account #:	204-500-501-873101		
Project #:	26PWSST006		
Amount of this Routing:	\$ 200,000.00	Requisition #:	20260637
Contract Type:	New Contract	N/A	Coop#: N/A
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:	\$ 200,000.00		

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: Lawrence Perney	Signature: <small>Signed by:</small> <i>Lawrence Perney</i>	 5/28/2026
---	--	-------------------

ROUTING	Signature/Date
Purchasing Review (Compliant with Chapter 145 and City Terms)	<small>Signed by:</small> <i>Paul Feldmann</i> 5/28/2026
Department of Law (for Legality only)	<small>Signed by:</small> <i>Bryan Wise</i> 5/28/2026
Director of Finance (Funds Available)	<small>DocuSigned by:</small> <i>Jennifer O'Connor</i> 5/28/2026
Director of Administration (Recommend Approval)	<small>DocuSigned by:</small> <i>Lawrence S. Dobrosky, Jr.</i> 5/29/2026
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 # _____

MEETING/DATE: 06/23/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): _____

Sponsor(s): _____

Description:

Enter into Service Agreement for 2026 Citywide Street Striping with TraMar Contracting for \$200,000.00

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

Approval is requested to enter into a contract with TraMar Contracting, Inc. for the 2026 Citywide Street Striping Project in an amount not to exceed \$200,000.00. The project includes furnishing all labor, materials, equipment, and services necessary for pavement marking and striping improvements on various streets throughout the City.

All work is to be completed prior to December 31, 2026. The contract includes a one-year warranty on all labor and materials provided under the project.

Funding for the project is budgeted within the Public Works Department operating budget.

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

Fiscal Impact: 200,000.00 **Select One** 20260637

Account #: 204-500-501-873101

Project #: 26PWSST006

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

CONTRACT AGREEMENT

This Contract Agreement, is made on the last date of signature below by and between **TraMar Contracting, Inc.**, Party of the First Part, hereinafter called the "Contractor", and City of Saint Charles Party of the Second Part, hereinafter called the "Owner".

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

ARTICLE 1. Scope of Work: Contractor shall furnish and provide for all of the labor, materials, machinery, and equipment, and perform all of the work for **Citywide Street Striping Project**, for the City's Public Works Department, as outlined in Contractor's Response to Bid #4840, a copy of which is attached as Exhibit A.

ARTICLE 2. Time of Completion: All work shall be completed prior to December 31, 2026.

ARTICLE 3. The Contract Sum: The Owner shall pay the Contractor for the performance of the Contract a sum not to exceed **Two Hundred Thousand Dollars (\$200,000.00)**, subject to additions and deductions provided herein, in current funds at the prices named in the proposal attached to and a part of these documents and the contract.

ARTICLE 4. Acceptance and Final Payment: Upon receipt of written notice that the work is ready for final inspection and acceptance, the City Representative shall promptly make such inspection, and when the work is deemed acceptable under the Contract and the Contract fully performed, a final certificate with the City Representative's signature shall be issued, stating that the work provided for in this Contract has been completed and is accepted by the City's Representative under the terms and conditions thereof, and the entire balance found to be due the Contractor shall be paid to the Contractor within thirty (30) calendar days after the date of said final certificates.

Before issuance of the final certificates the Contractor shall submit evidence satisfactory to the City Representatives that all payrolls, materials, bills, and other indebtedness connected with the work have been paid.

The holding and acceptance of the final payment shall constitute a waiver of all claims by the Owner, other than those arising from unsettled liens, faulty work appearing after final payment or from requirements of the specifications and of all claims by the Contractor, except those previously made and still unsettled.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor and the City Representative so certifies, the Owner shall upon certificate of the City Representative, and without terminating the Contract, make payment of the balance due for the portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions covering final payment, except that it shall not constitute a waiver of claims.

ARTICLE 5. The Contract Documents: The information for and instruction to bidders, proposal, the bonds, and the specifications together with the agreement, form the contract and they are as fully a part of this contract as if thereto attached or repeated.

ARTICLE 6. Prevailing Wages: Prevailing Wages: Not less than the prevailing hourly rate of wages, as set out in Annual Wage Order #32, must be paid to all workers performing work under the contract pursuant to Section 290.210, et. seq., RSMo. The contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.

CONTRACT AGREEMENT

ARTICLE 7. Warranty: All labor and materials will be warranted for one (1) year from substantial completion of the project.

ARTICLE 8. Laws and Ordinances: Contractor shall comply with City Code of Ordinance Section 145.040 regarding the registration of sex offenders with the Police Department.

In accordance with City Code of Ordinance Section 145.160, neither the Contractor/Supplier or an affiliated business entity of the Contractor/Supplier shall: (1) be in arrears to the City on any taxes or debt; (2) be in default of any contractual obligation to the City; (3) be in default as security or otherwise of any obligation to the City; or (4) be a party to a non-adjudicated, non-traffic related citation for a code violation. For complete text of Section 145.160, please contact the Purchasing Office.

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

The Contractor and all subcontractors to the contract must require all on-site employees to complete the ten-hour construction safety training program required under Section 292.675 RSMo, if they have not previously completed the program and have documentation of having done so. The contractor will forfeit a penalty to the City of St. Charles of \$2,500 plus an additional \$100 for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.

Contractor acknowledges award of this City Contract requires compliance with Section 208.009 RSMo. Which requires Contractor to provide City with affirmative proof that he/she is a citizen or permanent resident of the United States or is lawfully present in the United States prior to the City awarding Contractor with this contract.

Contractor acknowledges award of this Contract requires compliance with Section 285.530(2) RSMo. (Cumm. Supp. 2008) regarding enrollment and participation in a federal work authorization program with respect to all persons working in connection with the contracted services. Contractor represents and warrants that it is in compliance with Section 285.530 at the time of award of this Contract. A sworn affidavit and supporting documentation affirming participation in a qualified federal work authorization program and that Contractor does not knowingly employ any person who is an unauthorized alien in connection with the services to be performed pursuant to this Contract is attached to this Contract and incorporated herein by this reference.

Every transient employer, as defined in Section 285.230 RSMo., must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) the notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) proof of coverage for workers' compensation insurance, or self-insurance, signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under Section 285.234 RSMo., be liable for a penalty of \$500 per day until the notices required by this section are posted as required by statute.

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

CONTRACT AGREEMENT

ARTICLE 10. Nondiscrimination: Contractor agrees in the performance of this agreement that Contractor, and any subcontractor to the agreement, will not discriminate against any employee or applicant for employment, in the selection and retention of subcontractors, or in procurement of materials and leases of equipment with regard to the work performed during this agreement, on the basis of race, creed, color, age, sex, national origin, ancestry, religion, or political opinion or affiliation.

IN WITNESS WHEREOF the parties have to hereto executed this Agreement the date of the year last below written.

TRAMAR CONTRACTING, INC.:

May 26, 2026
Date
John McGrath, Assistant Secretary

(Print Name & Title)

CITY OF SAINT CHARLES, MISSOURI:

Daniel J. Borgmeyer Date
Mayor

Corporate Attest (if applicable):

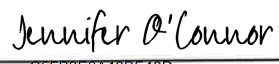
By: Shari Davison, Contract Administrator Date

Attest:

City Clerk Date

CERTIFICATE OF DIRECTOR OF FINANCE

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

DocuSigned by:

5/28/2026
CSFB3E8A40BE40D
Director of Finance Date

Tabulation Sheet
 Bid #4840
 Citywide Street Striping

Bidder	UOM	Quantity	Tramar Contracting, Inc. (St. Charles, MO)		America's Parking Remarking, LLC (Valley Park, MO)	
			2026 Unit Bid Price	Total	2026 Unit Bid Price	Total
4" Yellow	LF	500,000	\$0.17	\$85,000.00	\$0.17	\$85,000.00
4" White	LF	300,000	\$0.18	\$54,000.00	\$0.18	\$54,000.00
24" White Stop Bars	LF	7,500	\$5.00	\$37,500.00	\$5.00	\$37,500.00
6" White Crosswalks	LF	15,000	\$4.00	\$60,000.00	\$4.50	\$67,500.00
24" x 6" White Midblock Crosswalks	LF	3,000	\$25.00	\$75,000.00	\$25.00	\$75,000.00
White Single Arrows	EA	500	\$85.00	\$42,500.00	\$75.00	\$37,500.00
White Double Arrows	EA	60	\$160.00	\$9,600.00	\$130.00	\$7,800.00
White "ONLY" Wordings	EA	150	\$160.00	\$24,000.00	\$150.00	\$22,500.00
White Bicycle Shared Lane Markings	EA	30	\$200.00	\$6,000.00	\$200.00	\$6,000.00
18" Shark Teeth (Yield Triangle)	EA	100	\$50.00	\$5,000.00	\$50.00	\$5,000.00
24" Yellow Gore Hash Markings	EA	5,000	\$5.00	\$25,000.00	\$5.00	\$25,000.00
Railroad Crossing Symbols	EA	2	\$100.00	\$200.00	\$250.00	\$500.00
Total Base Bid:				\$423,800.00		\$423,300.00
Additional Work Items:						
Remove 4" Stripe	LF	13,500	\$0.50	\$6,750.00	\$1.00	\$13,500.00
Remove Single Arrow	EA	28	\$75.00	\$2,100.00	\$50.00	\$1,400.00
Remove 24" Stop Bar	LF	150	\$50.00	\$7,500.00	\$50.00	\$7,500.00
Remove 30" x 6" Midblock Crosswalk	EA	96	\$75.00	\$7,200.00	\$100.00	\$9,600.00
Re-Stripe 4" Yellow	LF	8,000	\$0.25	\$2,000.00	\$0.34	\$2,720.00
Re-Stripe 4" White	LF	5,500	\$0.25	\$1,375.00	\$0.34	\$1,870.00
Re-Stripe Single Arrow	EA	28	\$75.00	\$2,100.00	\$100.00	\$2,800.00
Re-Paint 24" Stop Bar	LF	150	\$5.00	\$750.00	\$5.00	\$750.00
Re-Paint 30" x 6" Midblock Crosswalk	EA	96	\$150.00	\$14,400.00	\$120.00	\$11,520.00
Total Additional Work:				\$44,175.00		\$51,660.00
Total Bid Price w/Additional Work:				\$467,975.00		\$474,960.00
Renewal Pricing:			2027 Unit Bid Price	2028 Unit Bid Price	2027 Unit Bid Price	2028 Unit Bid Price
4" Yellow	LF		\$0.19	\$0.20	\$0.18	\$0.19
4" White	LF		\$0.19	\$0.20	\$0.18	\$0.19
24" White Stop Bars	LF		\$8.00	\$7.00	\$5.35	\$6.00
6" White Crosswalks	LF		\$5.00	\$6.00	\$4.75	\$5.00
24" x 6" White Midblock Crosswalks	EA		\$30.00	\$35.00	\$26.00	\$30.00
White Single Arrows	EA		\$90.00	\$95.00	\$77.00	\$80.00
White Double Arrows	EA		\$165.00	\$175.00	\$135.00	\$150.00
White "ONLY" Wordings	EA		\$165.00	\$175.00	\$155.00	\$170.00
White Bicycle Shared Lane Markings	EA		\$215.00	\$225.00	\$205.00	\$220.00
18" Shark Teeth (Yield Triangle)	EA		\$60.00	\$75.00	\$52.00	\$60.00
24" Yellow Gore Hash Markings	EA		\$6.00	\$7.00	\$5.35	\$6.00
Railroad Crossing	EA		\$150.00	\$200.00	\$255.00	\$280.00
Remove 4" Stripe	LF		\$0.55	\$0.65	\$1.00	\$1.00
Remove Single Arrow	EA		\$80.00	\$85.00	\$60.00	\$75.00
Remove 24" Stop Bar	LF		\$60.00	\$75.00	\$60.00	\$75.00
Remove 30" x 6" Midblock Crosswalks	EA		\$100.00	\$125.00	\$110.00	\$120.00
Re-Stripe 4" Yellow	LF		\$0.30	\$0.35	\$0.35	\$0.35
Re-Stripe 4" White	LF		\$0.30	\$0.35	\$0.35	\$0.35
Re-Stripe Single Arrow	EA		\$100.00	\$125.00	\$110.00	\$120.00
Re-Paint 24" Stop Bar	LF		\$8.00	\$7.00	\$5.35	\$6.00
Re-Paint 30" x 6" Midblock Crosswalk	EA		\$175.00	\$200.00	\$130.00	\$145.00

Bid 4840 was advertised in the St. Charles County Business Record, the St. Louis Countian and on the City's Website beginning March 18, 2026. Bids were opened April 3, 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@scharcscdvmc.gov

Certificate Of Completion

Envelope Id: 9A99C855-1F7A-8A5E-8215-E1DFDB47D407

Status: Sent

Subject: Please DocuSign:Routing Packet-Construction 0426PW-TraMar Contracting Inc.-Citywide Street Striping

Source Envelope:

Document Pages: 6

Signatures: 6

Envelope Originator:

Certificate Pages: 3

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

5/28/2026 8:32:21 AM

maura.zackavec@stcharlescitymo.gov

Signer Events

Signature

Timestamp

Lawrence Perney

lawrence.perney@stcharlescitymo.gov

Asst. CA

SHI OBO City of St Charles

Security Level: Email, Account Authentication
(None)

Signed 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

Timothy Kubat

timothy.kubat@stcharlescitymo.gov

Billing & Collections Manager

City of Saint Charles, MO

Signing Group: Senior Financial Analysts

Security Level: Email, Account Authentication
(None)

DS
TK

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Signature Adoption: Pre-selected Style

Using IP Address: 174.86.136.90

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Paul Feldmann

paul.feldmann@stcharlescitymo.gov

Purchasing Manager

City of Saint Charles, MO

Security Level: Email, Account Authentication
(None)

Signed by:
Paul Feldmann

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Signature Adoption: Pre-selected Style

Using IP Address: 35.130.51.195

Electronic Record and Signature Disclosure:

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Mary Ann Ohms

maryann.ohms@stcharlescitymo.gov

City of Saint Charles, MO

Security Level: Email, Account Authentication
(None)

DS
MLO

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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

Signer Events	Signature	Timestamp
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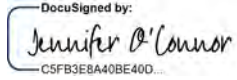
Bryan Wise
bryan.wise@stcharlescitymo.gov
Assistant City Attorney
City of St. Charles
Signing Group: LEGAL REVIEW
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signed by:

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Signature Adoption: Pre-selected Style
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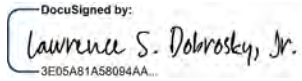
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Jennifer O'Connor
jennifer.oconnor@stcharlescitymo.gov
Director of Finance
City of Saint Charles, MO
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

DocuSigned by:

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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

DocuSigned by:

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Using IP Address: 35.130.51.195

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Signed: 5/29/2026 8:25:09 AM

Emily B. Galantowicz
emily.galantowicz@stcharlescitymo.gov
Assistant City Clerk
City of Saint Charles, MO
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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Viewed: 5/29/2026 9:04:02 AM

Daniel J. Borgmeyer
dan.borgmeyer@stcharlescitymo.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Kim Hudson
kimberly.hudson@stcharlescitymo.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

City Clerk - Assign Contract #

Signing Group: City Clerk - Assign Contract #
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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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

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Sent: 5/28/2026 2:24:11 PM
Viewed: 5/28/2026 2:27:23 PM

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

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	5/28/2026 8:36:23 AM
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Payment Events	Status	Timestamps
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Contract # _____
(City Clerk will Assign)

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

Requesting Department:	Public Works	Department Contact:	MAURA ZACKAVEC GIMM
Vendor Name & NWS#:	MACC Contracting Inc.		
Description/Purpose:	Enter into Service Agreement for City Wide Mowing for 2026		
Account #:	204-500-501-742004 204-500-501-766005 514-500-531-742004		
Project #:	N/A		
Amount of this Routing:	\$ 209,400.00	Requisition #:	20260623
Contract Type:	New Contract	N/A	Coop#: N/A
Contract Term:	through 12/31/2026	Renewal Options:	2027
If Renewal or Amendment: C#	N/A	Amendment #	0
		Renewal #	1
Original Contract Value:	\$ 0.00	Total of Previous Amendments:	\$ 0.00
Total Contract Value:	\$ 209,400.00		

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: Lawrence Perney	Signature: <small>Signed by:</small> <i>Lawrence Perney</i>	6/9/2026
---	--	----------

ROUTING	Signature/Date
Purchasing Review (Compliant with Chapter 145 and City Terms)	<small>Signed by:</small> <i>Paul Feldmann</i> 6/10/2026
Department of Law (for Legality only)	<small>Signed by:</small> <i>Bryan Wise</i> 6/11/2026
Director of Finance (Funds Available)	<small>DocuSigned by:</small> <i>Jennifer O'Connor</i> 6/11/2026
Director of Administration (Recommend Approval)	<small>DocuSigned by:</small> <i>Lawrence S. Dobrosky, Jr.</i> 6/11/2026
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 # _____

MEETING/DATE: 06/23/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): N/A

Sponsor(s): _____

Description:

Enter into Service Agreement for City Wide Mowing for 2026 for \$209,400.00

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

Approval is requested to enter into a Purchase Contract with MACC Contracting Inc. for Citywide Mowing Services in an amount not to exceed \$209,400.00. The contract includes mowing services for various City-owned properties, roadway corridors, detention basins, interchange areas, and optional fertilizer and broadleaf control applications throughout the City.

The bid was publicly advertised and bids were opened on March 5, 2025. MACC Contracting Inc. submitted the lowest responsive and responsible bid for the project.

The contract also includes renewal options with a maximum annual increase of 3%.Funding for these services is budgeted within the applicable Public Works operating accounts.

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

Fiscal Impact: 209,400.00 **Select One** 20260623

Account #: 204-500-501-742004
204-500-501-766005
514-500-531-742004

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 MACC Contracting 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 Mowing Services, in accordance with Vendor’s response to IFB #4778, a copy of which is attached and incorporated as Exhibit A.
2. Vendor agrees that in consideration for the complete performance of the Contract terms by Vendor, the City shall pay Vendor the Contract Price. The Contract Price shall not exceed Two Hundred Nine Thousand Four Hundred Dollars (\$209,400.00).

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

3. The Contract is the complete agreement between City and Vendor. No other agreements or representations other than those contained in the Contract have been made by the parties. The Contract may only be amended, extended or renewed in writing, and is effective when signed by each party. To the extent there is any conflict between this Contract and Vendor’s Contract or any Terms & Conditions, the terms of this Contract shall control.
4. The City may terminate the Contract at any time for any reason or no reason at all by giving thirty (30) days written notice to Vendor. The Vendor shall be paid for goods or services provided to the date of termination.
5. The Contract shall be deemed to have been fully executed, made by the parties in, and governed by the laws of the State of Missouri. The sole and exclusive venue or location in which any action or lawsuit may be brought regarding the Contract shall be the Eleventh Judicial Circuit Court of St. Charles County Missouri. This Section shall survive the termination or expiration of the Contract.
6. Vendor is an independent contractor and nothing contained herein shall constitute or designate Vendor or any of its employees, agents or subcontractors as an employee of the City.
7. Vendor agrees that in the performance of the Contract it will not discriminate against any person because of race, creed, color, age, sex, national origin, ancestry, religion, or political opinion or affiliation.
8. Vendor acknowledges award of the Contract requires compliance with:

- A. Pursuant to Section 34.600 RSMo, as amended, Vendor, hereby certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that this certification is not applicable as the value of this contract is less than \$100,000 or Vendor has less than ten (10) employees;
- B. Section 208.009 RSMo which requires Vendor to provide City with affirmative proof that the person executing the Contract is a United States citizen, permanent resident or is lawfully present in the United States prior to the City awarding Vendor the Contract;
- C. Section 285.530(2) RSMo regarding enrollment and participation in a federal work

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

Contract # _____

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

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

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


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

11. Notwithstanding any other provision of the Contract to the contrary, the City is a public governmental body that is subject to Chapter 610, RSMo., and may disclose records that are open records pursuant to a valid request for such records, without additional advanced notice or disclosure to Vendor.

The Vendor and City have executed the Contract on the dates written below.

MACC CONTRACTING INC.:

CITY OF SAINT CHARLES, MISSOURI:


_____ 06/04/2026
Date

Daniel J. Borgmeyer Date
Mayor

By: **Ben Seemann, GM**

(Print Name and Title)

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
C5FB3E8A40BE40D...

6/11/2026

Director of Finance

Date

Location #	Frequency	Description	2025	25 Seasonal	2026	26 Seasonal
1	Weekly	North Fifth St. Extension/Mel Wetter Pkwy.: 1. West side from Hwy. 370 overpass to Olive St.; 2. North side of Olive St. from N. Fifth St. to bike trail crossing; 3. Hillside on west side of N. Fifth St. next to rock area north of Olive St.	\$ 400.00	\$ 12,000.00	\$ 492.00	\$ 15,202.80
2	Weekly	North Third St. and Tecumseh St. Roundabout Area: 1. Vacant lot on northwest corner of N. Third and Tecumseh (including small strip between fence and alley); 2. The roundabout; 3. The vacant lot on the northeast corner; 4. The parcel at the southwest corner of N. Third and Tecumseh; 5. 198 Tecumseh St.	\$ 75.00	\$ 2,250.00	\$ 77.25	\$ 2,317.50
3	Weekly	Parcel at the intersection of S. Fifth St. and S. River Rd. -northwest corner, and Roadside mowing of South River road from Veterans Mem. Pkwy. to South Main Street. (10ft of South side of roadway, and trimming around all obstacles.)	\$ 50.00	\$ 1,500.00	\$ 51.50	\$ 1,545.00
4	Weekly	Vacant lots on the southeast corner of Boone's Lick Rd. and South Fifth St. (423 and 453 Boone's Lick Rd.)	\$ 50.00	\$ 1,500.00	\$ 51.50	\$ 1,545.00
5	Weekly	Raised island on S. Fifth St. north of Boone's Lick Rd.	\$ 50.00	\$ 1,500.00	\$ 51.50	\$ 1,545.00
6	Weekly	West side of S. Fifth St. from Pawn Shop to Boone's Lick Rd.	\$ 60.00	\$ 1,800.00	\$ 61.80	\$ 1,854.00
7	Weekly	Island at Boone's Lick Rd. and Fairgrounds Rd.	\$ 40.00	\$ 1,200.00	\$ 41.20	\$ 1,236.00
8	Weekly	Boone's Lick Rd. roundabout	\$ 75.00	\$ 2,250.00	\$ 77.25	\$ 2,317.50
9	Weekly	Water tower property on First Capitol Dr. south of W. Clay St.	\$ 50.00	\$ 1,500.00	\$ 51.50	\$ 1,545.00
10	Weekly	Hillside adjacent to West Clay St. alongside El-Mel - west of First Capitol Dr.	\$ 50.00	\$ 1,500.00	\$ 51.50	\$ 1,545.00
11	Weekly	Vacant lots at 2408 West Clay/501 Droste	\$ 50.00	\$ 1,500.00	\$ 51.50	\$ 1,545.00
12	Weekly	Yale/Nantucket/Norwich triangular island	\$ 50.00	\$ 1,500.00	\$ 51.50	\$ 1,545.00
13	Weekly	Roadside mowing of Warwick Dr. - from Berkshire Dr. to Hollrah Dr. (10 ft. on each side of the roadway, including trimming around all obstacles)	\$ 50.00	\$ 1,500.00	\$ 51.50	\$ 1,545.00
14	Weekly	Center islands on Hastings Way - east and west of Runnymede Dr.	\$ 75.00	\$ 2,250.00	\$ 77.25	\$ 2,317.50
15	Weekly	All center islands on Zumbuhl Rd. between Highway 94 and north Dierbergs entrance; also strips of grass on each side at creek crossing between Regency Pkwy. And south Dierbergs entrance, and West of Hwy 94 strip of grass at base of retaining wall on South side.	\$ 75.00	\$ 2,250.00	\$ 77.25	\$ 2,317.50
16	Weekly	Water tower property on Old Highway 94 north of Pralle Ln.	\$ 150.00	\$ 4,500.00	\$ 154.50	\$ 4,635.00
17	Weekly	Water tower property at 2605 Abbydale Dr.	\$ 75.00	\$ 2,250.00	\$ 77.25	\$ 2,317.50
18	Weekly	Roadside mowing of access road to water tank off of Boschertown Rd. south of Fox Hill Rd. - 10 ft. on each side of the roadway, and areas inside of fence	\$ 150.00	\$ 4,500.00	\$ 154.50	\$ 4,635.00

19	Weekly	Vacant lot at 110 Olive St. – perimeter of lot up to bank of KATY Trail on east side of lot	\$ 50.00	\$ 1,500.00	\$ 51.50	\$ 1,545.00
20	Weekly	Vacant lots at 1700 and 1712 North Second St.	\$ 75.00	\$ 2,250.00	\$ 77.25	\$ 2,317.50
21	Weekly	Vacant lot across from Chicken N Pickle restaurant on the north side of Lombard St. east of South Main St. – from S. Main St. to access road on east side of lot	\$ 75.00	\$ 2,250.00	\$ 77.25	\$ 2,317.50
22	Weekly	End of Boone Avenue at First Capitol Dr.	\$ 50.00	\$ 1,500.00	\$ 51.50	\$ 1,545.00
23	Weekly	Roadside mowing of S. Main St. from S. River Rd. to Ameristar Blvd. (10 ft. on each side of the roadway, including trimming around all obstacles)	\$ 150.00	\$ 4,500.00	\$ 154.50	\$ 4,635.00
24	Weekly	Water well property - Huster Rd. at Fountain Lakes Blvd. - outside fenced area	\$ 50.00	\$ 1,500.00	\$ 51.50	\$ 1,545.00
25	Weekly	Water Well #10 property – off of Huster Rd. south of Hwy. 370 in Fountain Lakes Park	\$ 75.00	\$ 2,250.00	\$ 77.25	\$ 2,317.50
Bi-Weekly						
26	Bi-Weekly	Charlestowne Village Dr. right-of-way west of Stowe Landing	\$ 60.00	\$ 900.00	\$ 61.80	\$ 927.00
27	Bi-Weekly	Vacant lot on the north side of Tecumseh St. between North Main St. and North Second St. (next to RV Storage Lot)	\$ 60.00	\$ 900.00	\$ 61.80	\$ 927.00
28	Bi-Weekly	Four (4) vacant lots on the west side of North Main St. between Tecumseh St. and the Highway 370 Bridge (including strip along tie wall of RV Park)	\$ 175.00	\$ 2,625.00	\$ 180.25	\$ 2,703.75
29	Bi-Weekly	East side of North Main St. from Tecumseh St. to North River Rd. between the street and the Katy Trail	\$ 125.00	\$ 1,875.00	\$ 128.75	\$ 1,931.25
30	Bi-Weekly	Carr St. right-of-way from N. Fifth St. to Vine St.	\$ 60.00	\$ 900.00	\$ 61.80	\$ 927.00
31	Bi-Weekly	Beacon Hill Retention Basin – Both sides of Beacon Hill Dr. (including the bottom of this basin, and all side slopes are to be mowed to either private property lines or the edge of the street)	\$ 200.00	\$ 3,000.00	\$ 206.00	\$ 3,090.00
32	Bi-Weekly	Vacant lot at 8 Le Chateaux Ct. – approximately 30 ft. off of street back to treeline	\$ 60.00	\$ 900.00	\$ 61.80	\$ 927.00
33	Bi-Weekly	Vacant lot on north side of the 3400 Block of West Adams St. (from 3416 W. Adams, west to curb)	\$ 60.00	\$ 900.00	\$ 61.80	\$ 927.00
34	Bi-Weekly	East side of Hawks Nest Dr. from W. Clay St. to church entrance (area at W. Clay and Hawks Nest intersection, and top of retaining wall)	\$ 90.00	\$ 1,350.00	\$ 92.70	\$ 1,390.50
35	Bi-Weekly	East side of Hawks Nest Dr. overpass between Plaza Way and Veterans Memorial Pkwy.	\$ 70.00	\$ 1,050.00	\$ 72.10	\$ 1,081.50

36	Bi-Weekly	Roadside mowing of Hawks Nest Dr. from Lynnbrook Dr. to the Walgreens store, and Lynnbrook Dr. south of Hawks Nest Dr. adjacent to open field (10 ft. on each side of the roadway, including trimming around all obstacles)	\$ 50.00	\$ 750.00	\$ 51.50	\$ 772.50
37	Bi-Weekly	Roadside mowing of south side of Friedens Rd. from Montclair Manor Dr. to Arena Parkway (10 ft. on south side of the roadway, including trimming around all obstacles)	\$ 70.00	\$ 1,050.00	\$ 72.10	\$ 1,081.50
38	Bi-Weekly	Vacant lot on northeast corner of Kunze Dr. and Pralle Ln.	\$ 60.00	\$ 900.00	\$ 61.80	\$ 927.00
39	Bi-Weekly	Vacant lot on northeast corner of McClay Rd. and Hackmann Rd.	\$ 60.00	\$ 900.00	\$ 61.80	\$ 927.00
40	Bi-Weekly	Muegge Rd. at Timberidge Dr. - Southwest corner	\$ 50.00	\$ 750.00	\$ 51.50	\$ 772.50
41	Bi-Weekly	Alley from Emmons Ave. to Barthel Ave. between N. Third St. and N. Fourth St.	\$ 60.00	\$ 900.00	\$ 61.80	\$ 927.00
42	Bi-Weekly	Schaefer Place Detention Basin – both interior of basin and exterior of fenceline	\$ 150.00	\$ 2,250.00	\$ 154.50	\$ 2,317.50
Monthly						
44	Monthly	Roadside mowing of Little Hills Expressway from North Highway 94 to Boschertown Rd. (10 ft. on each side of the roadway, including trimming around all obstacles)	\$ 200.00	\$ 1,600.00	\$ 206.00	\$ 1,648.00
45	Monthly	Roadside mowing of Boschertown Rd. from Little Hills Expwy. to Hwy. B (10 ft. on each side of the roadway, including trimming around all obstacles)	\$ 250.00	\$ 2,000.00	\$ 257.50	\$ 2,060.00
46	Monthly	Vacant lot on Boschertown Rd. next to Verlo Mattress	\$ 50.00	\$ 400.00	\$ 51.50	\$ 412.00
47	Monthly	Roadside mowing of New Town Blvd. from Mueller Rd. to New Town Ave. (10 ft. on each side of the roadway, including trimming around all obstacles)	\$ 150.00	\$ 1,200.00	\$ 154.50	\$ 1,236.00
48	Monthly	Roadside mowing of Seeburger Rd. from New Town Blvd. to Bethmann Rd. (10 ft. on each side of the roadway, including trimming around all obstacles)	\$ 75.00	\$ 600.00	\$ 77.25	\$ 618.00
49	Monthly	Roadside mowing of Huster Rd. from Bethmann Rd. to dead-end at Hwy. 370 (10 ft. on each side of the roadway, including trimming around all obstacles)	\$ 150.00	\$ 1,200.00	\$ 154.50	\$ 1,236.00
50	Monthly	Roadside mowing of Fountain Lakes Blvd. from Huster Rd. to New Town Blvd. (10 ft. on each side of the roadway, including trimming around all obstacles)	\$ 100.00	\$ 800.00	\$ 103.00	\$ 824.00
51	Monthly	Roadside mowing of Elm Point Industrial Dr. from Mueller Rd. to Deerfield Dr. (10 ft. on each side of the roadway, including trimming around all obstacles)	\$ 200.00	\$ 1,600.00	\$ 206.00	\$ 1,648.00

52	Monthly	Roadside mowing of Huster Rd. from Elm Point Industrial Dr. to cul-de-sac at Hwy. 370 (10 ft. on each side of the roadway, including trimming around all obstacles)	\$ 250.00	\$ 2,000.00	\$ 257.50	\$ 2,060.00
53	Monthly	Roadside mowing of Elm Point Rd. from Shady Elm Ct. to dead end past Hastings Way (10 ft. on each side of the roadway, including trimming around all obstacles)	\$ 200.00	\$ 1,600.00	\$ 206.00	\$ 1,648.00
54	Monthly	Roadside mowing of Elm Street Drive from Briarcliff Dr. to Dead End (creek side only)	\$ 100.00	\$ 800.00	\$ 103.00	\$ 824.00
55	Monthly	Roadside mowing of W. Randolph St. from bridge to cul-de-sac (10 ft. on each side of the roadway, including trimming around all obstacles)	\$ 100.00	\$ 800.00	\$ 103.00	\$ 824.00
56	Monthly	Ridgeview Dr. - west side at dead end turnaround area (10 ft. on each side of the roadway, including trimming around all obstacles)	\$ 60.00	\$ 480.00	\$ 61.80	\$ 494.40
57	Monthly	Roadside mowing of N. River Road from flood gate to end of City limits (10 ft. on each side of the roadway, including trimming around all obstacles)	\$ 60.00	\$ 480.00	\$ 61.80	\$ 494.40
58	Monthly	Convention Center Blvd. - both sides from Metro on 5th Apartments to bridge	\$ 60.00	\$ 480.00	\$ 61.80	\$ 494.40
59	Monthly	Roadside mowing of Pralle Ln. from Bluestone to Kunze Dr. (10 ft. on each side of the roadway, including trimming around all obstacles)	\$ 90.00	\$ 720.00	\$ 92.70	\$ 741.60
60	Monthly	Triangular parcel between Wilshire Valley Dr., Schaefer Park entrance, and Old Highway 94 South	\$ 100.00	\$ 800.00	\$ 103.00	\$ 824.00
61	Monthly	Roadside mowing of Harry S Truman Rd. from W. Clay St. to Premier Pkwy. (10 ft. on each side of the roadway, including trimming around all obstacles)	\$ 350.00	\$ 2,800.00	\$ 360.50	\$ 2,884.00
62	Monthly	Roadside mowing of Ehlmann Rd. from Truman Rd. to Foxborough Dr. (10 ft. on each side of the roadway, including trimming around all obstacles)	\$ 150.00	\$ 1,200.00	\$ 154.50	\$ 1,236.00
63	Monthly	North Fifth St. Extension (Mel Wetter)Detention Basin on east side north of Olive St.	\$ 60.00	\$ 480.00	\$ 61.80	\$ 494.40
Highways						
43	Bi-Weekly	I-70 and S. 5th Interchange and Interstate Corridor west to Fairgrounds Rd.	\$ 1,500.00	\$ 22,500.00	\$ 1,545.00	\$ 23,175.00
77	Bi-Weekly	I-70 and First Capitol Dr. Interchange	\$ 600.00	\$ 9,000.00	\$ 618.00	\$ 9,270.00
78	Bi-Weekly	I-70 and Zumbahl Rd. Interchange	\$ 600.00	\$ 9,000.00	\$ 618.00	\$ 9,270.00
79	Bi-Weekly	I-70 and Cave Springs/Truman Interchange	\$ 250.00	\$ 3,750.00	\$ 515.00	\$ 7,725.00
Highway Outsides						

80	(5) Rounds I-70 and First Capitol Dr. Outsides	\$ 1,440.00	\$ 7,200.00
81	(5) Rounds I-70 and Zumbahl Rd. Outsides	\$ 1,920.00	\$ 9,600.00
82	(5) Rounds I-70 and Cave Springs/Truman Outsides	\$ 1,800.00	\$ 9,000.00
		\$ 151,190.00	\$ 188,231.00
Fertilizer (Optional)			
	I-70 & 5th Ave Late Spring Fertilizer and Broadleaf Control		\$ 6,901.70
	I-70 & 5th Ave Early Fall Fertilizer and Broadleaf Control		\$ 6,901.70
	I-70 & First Capital Late Spring Fertilizer and Broadleaf Control		\$ 761.80
	I-70 & First Capital Early Fall Fertilizer and Broadleaf Control		\$ 761.80
	I-70 & Zumbahl Late Spring Fertilizer and Broadleaf Control		\$ 1,326.00
	I-70 & Zumbahl Early Fall Fertilizer and Broadleaf Control		\$ 1,326.00
	I-70 & Cave Springs Late Spring Fertilizer and Broadleaf Control		\$ 1,552.20
	I-70 & Cave Springs Early Fall Fertilizer and Broadleaf Control		\$ 1,552.20
			\$ 209,314.40

**Tabulation Sheet
Bid #4778
City Wide Mowing Services**

			GGRK, Inc. dba Contemporary Landscape (St. Louis, MO)		MACC Contracting (St. Louis, MO)		BLCS, LLC (Troy, MO)	
Location #	Description	Cuts per Yr	2025/Cut	2025 Total	2025/Cut	2025 Total	2025/Cut	2025 Total
1	North Fifth St/Mel Wetter Pkwy	30	\$187.50	\$5,625.00	\$200.00	\$6,000.00	\$190.00	\$5,700.00
2	North Third St & Tecumseh Roundabout	30	\$62.50	\$1,875.00	\$75.00	\$2,250.00	\$45.00	\$1,350.00
3	Parcel at S Fifth St & S River Rd	30	\$62.50	\$1,875.00	\$50.00	\$1,500.00	\$45.00	\$1,350.00
4	Vacant Lots on SE Corner of Boone's Lick Rd & S Fifth St	30	\$65.00	\$1,950.00	\$50.00	\$1,500.00	\$45.00	\$1,350.00
5	Raised Island on S Fifth St, N of Boone's Lick Rd	30	\$40.50	\$1,215.00	\$50.00	\$1,500.00	\$35.00	\$1,050.00
6	W Side of S Fifth St from Pawn Shop to Boone's Lick Rd	30	\$65.00	\$1,950.00	\$60.00	\$1,800.00	\$50.00	\$1,500.00
7	Island at Boone's Lick Rd & Fairgrounds Rd	30	\$37.50	\$1,125.00	\$40.00	\$1,200.00	\$35.00	\$1,050.00
8	Boone's Lick Rd Roundabout	30	\$62.50	\$1,875.00	\$75.00	\$2,250.00	\$60.00	\$1,800.00
9	Water Tower Property on First Capitol Dr, S of W Clay St	30	\$56.25	\$1,687.50	\$50.00	\$1,500.00	\$38.00	\$1,140.00
10	Hillside adjacent to West Clay St. alongside El-Mel – west of First Capitol Dr.	30	\$124.50	\$3,735.00	\$50.00	\$1,500.00	\$50.00	\$1,500.00
11	Vacant lots at 2408 West Clay/501 Droste	30	\$56.25	\$1,687.50	\$50.00	\$1,500.00	\$48.00	\$1,440.00
12	Yale/Nantucket/Norwich triangular island	30	\$50.00	\$1,500.00	\$50.00	\$1,500.00	\$38.00	\$1,140.00
13	Roadside mowing of Warwick Dr. – from Berkshire Dr. to Hollrah Dr.	30	\$56.25	\$1,687.50	\$50.00	\$1,500.00	\$48.00	\$1,440.00
14	Center islands on Hastings Way	30	\$75.00	\$2,250.00	\$75.00	\$2,250.00	\$60.00	\$1,800.00
15	All Center Islands on Zumbahl Rd	30	\$125.00	\$3,750.00	\$75.00	\$2,250.00	\$65.00	\$1,950.00
16	Water Tower Property Old Hwy 94, N of Pralle Ln	30	\$210.00	\$6,300.00	\$150.00	\$4,500.00	\$130.00	\$3,900.00
17	Water Tower Property 2605 Abbydale Dr	30	\$112.50	\$3,375.00	\$75.00	\$2,250.00	\$60.00	\$1,800.00
18	Roadside mowing of access road to water tank off of Boschertown Rd. south of Fox Hill Rd.	30	\$62.50	\$1,875.00	\$150.00	\$4,500.00	\$60.00	\$1,800.00
19	Vacant lot at 110 Olive St.	30	\$50.00	\$1,500.00	\$50.00	\$1,500.00	\$40.00	\$1,200.00
20	Vacant lots at 1700 and 1712 North Second St.	30	\$56.25	\$1,687.50	\$75.00	\$2,250.00	\$40.00	\$1,200.00
21	Vacant lot across from Chicken N Pickle	30	\$300.00	\$9,000.00	\$75.00	\$2,250.00	\$60.00	\$1,800.00
22	End of Boone Avenue at First Capitol Dr.	30	\$50.00	\$1,500.00	\$50.00	\$1,500.00	\$35.00	\$1,050.00
23	Roadside mowing of S. Main St. from S. River Rd.	30	\$56.25	\$1,687.50	\$150.00	\$4,500.00	\$46.00	\$1,380.00
24	Water well property - Huster Rd. at Fountain Lakes Blvd.	30	\$300.00	\$9,000.00	\$50.00	\$1,500.00	\$40.00	\$1,200.00
25	Water Well #10 property – off of Huster Rd.	30	\$56.75	\$1,702.50	\$75.00	\$2,250.00	\$40.00	\$1,200.00
26	Charlestowne Village Dr.	15	\$50.00	\$750.00	\$60.00	\$900.00	\$40.00	\$600.00
27	Vacant lot on the north side of Tecumseh St. between North Main St. and North Second St.	15	\$50.00	\$750.00	\$60.00	\$900.00	\$40.00	\$600.00
28	Four (4) vacant lots on the west side of North Main St.	15	\$203.25	\$3,048.75	\$175.00	\$2,625.00	\$170.00	\$2,550.00
29	East side of North Main St. from Tecumseh St. to North River Rd.	15	\$172.00	\$2,580.00	\$125.00	\$1,875.00	\$40.00	\$600.00
30	Carr St. right-of-way from N. Fifth St. to Vine St.	15	\$50.00	\$750.00	\$60.00	\$900.00	\$40.00	\$600.00
31	Beacon Hill Retention Basin – Both sides of Beacon Hill Dr.	15	\$297.00	\$4,455.00	\$200.00	\$3,000.00	\$210.00	\$3,150.00
32	Vacant lot at 8 Le Chateaux Ct.	15	\$50.00	\$750.00	\$60.00	\$900.00	\$40.00	\$600.00
33	Vacant lot on north side of the 3400 Block of West Adams St.	15	\$50.00	\$750.00	\$60.00	\$900.00	\$40.00	\$600.00

34	E Side of Hawks Nest Dr W Clay St to Church Entrance	15	\$50.00	\$750.00	\$90.00	\$1,350.00	\$45.00	\$675.00
35	E Side of Hawks Nest Dr Overpass Plaza Way & Veterans Memorial Pkwy	15	\$50.00	\$750.00	\$70.00	\$1,050.00	\$45.00	\$675.00
36	Roadside Mowing of Hawks Nest Dr	15	\$78.25	\$1,173.75	\$50.00	\$750.00	\$45.00	\$675.00
37	Roadside Mowing of S Side of Friedens Rd	15	\$78.25	\$1,173.75	\$70.00	\$1,050.00	\$75.00	\$1,125.00
38	Vacant Lot on NE Corner of Kunze Dr & Pralle Ln	15	\$50.00	\$750.00	\$60.00	\$900.00	\$40.00	\$600.00
39	Vacant Lot on NE Corner of McClay Rd & Hakcmann Rd	15	\$50.00	\$750.00	\$60.00	\$900.00	\$45.00	\$675.00
40	Muegge Rd at Timberidge Dr	15	\$50.00	\$750.00	\$50.00	\$750.00	\$40.00	\$600.00
41	Alley from Emmons Ave. to Barthel Ave. between N. Third St. and N. Fourth St.	15	\$50.00	\$750.00	\$60.00	\$900.00	\$50.00	\$750.00
42	Schaefer Place Detention Basin	15	\$156.25	\$2,343.75	\$150.00	\$2,250.00	\$80.00	\$1,200.00
43	I-70 and S. 5 th Interchange and Interstate Corridor west to Fairgrounds Rd. 30.52 acres.	15	\$2,380.50	\$35,707.50	\$1,500.00	\$22,500.00	\$1,850.00	\$27,750.00
44	Roadside Mowing of Little Hills Expwy from N Hwy 94 to Boschertown Rd	8	\$234.50	\$1,876.00	\$200.00	\$1,600.00	\$175.00	\$1,400.00
45	Roadside Mowing of Boschertown Rd from Little Hills Expwy to Hwy B	8	\$243.75	\$1,950.00	\$250.00	\$2,000.00	\$210.00	\$1,680.00
46	Vacant Lot on Boschertown Rd	8	\$131.25	\$1,050.00	\$50.00	\$400.00	\$150.00	\$1,200.00
47	Roadside Mowing of New Town Blvd from Mueller Rd to New Town Ave	8	\$281.25	\$2,250.00	\$150.00	\$1,200.00	\$255.00	\$2,040.00
48	Roadside Mowing of Seeburger Rd from New Town Blvd to Bethmann Rd	8	\$50.00	\$400.00	\$75.00	\$600.00	\$45.00	\$360.00
49	Roadside Mowing of Huster Rd from Bethmann Rd to dead-end at Hwy 370	8	\$206.25	\$1,650.00	\$150.00	\$1,200.00	\$190.00	\$1,520.00
50	Roadside Mowing of Fountain Lakes Blvd from Huster Rd to New Town Blvd	8	\$50.00	\$400.00	\$100.00	\$800.00	\$45.00	\$360.00
51	Roadside Mowing of Elm Point Industrial Dr from Mueller Rd to Deerfield Dr	8	\$203.25	\$1,626.00	\$200.00	\$1,600.00	\$165.00	\$1,320.00
52	Roadside Mowing of Huster Rd from Elm Point Industrial Dr to Cul-de-Sac at Hwy 370	8	\$175.00	\$1,400.00	\$250.00	\$2,000.00	\$150.00	\$1,200.00
53	Roadside Mowing of Elm Point Rd from Lancaster Dr to Dead End past Hastings Way	8	\$101.00	\$808.00	\$200.00	\$1,600.00	\$170.00	\$1,360.00
54	Roadside Mowing of Elm Street Dr from Briarcliff Dr to Dead End	8	\$50.00	\$400.00	\$100.00	\$800.00	\$45.00	\$360.00
55	Roadside Mowing of W Randolph St from Bridge to Cul-de-Sac	8	\$81.00	\$648.00	\$100.00	\$800.00	\$80.00	\$640.00
56	Ridgeview Dr – West Side at Dead End Turnaround Area	8	\$50.00	\$400.00	\$60.00	\$480.00	\$40.00	\$320.00
57	Roadside Mowing of N River Rd from Flood Gate to End of City Limits	8	\$59.00	\$472.00	\$60.00	\$480.00	\$48.00	\$384.00
58	Convention Center Blvd	8	\$81.00	\$648.00	\$60.00	\$480.00	\$65.00	\$520.00
59	Roadside Mowing of Pralle Ln from Bluestone to Kunze Dr	8	\$91.00	\$728.00	\$90.00	\$720.00	\$50.00	\$400.00
60	Triangular Parcel between Wilshire Dr, Schaefer Park Entrance & Old Hwy 94 S	8	\$75.75	\$606.00	\$100.00	\$800.00	\$50.00	\$400.00
61	Roadside Mowing of Harry S Truman Rd	8	\$344.25	\$2,754.00	\$350.00	\$2,800.00	\$160.00	\$1,280.00
62	Roadside Mowing of Ehlmann Rd	8	\$75.75	\$606.00	\$150.00	\$1,200.00	\$115.00	\$920.00
63	North Fifth St. Extension	8	\$101.00	\$808.00	\$60.00	\$480.00	\$50.00	\$400.00
64	Guardrails – End of Fountain Lakes Industrial Dr	8	\$37.50	\$300.00	\$40.00	\$320.00	\$30.00	\$240.00
65	Guardrails – West end of Bainbridge St. (west of N. Fifth St.)	8	\$37.50	\$300.00	\$40.00	\$320.00	\$30.00	\$240.00
66	Guardrails – End of Wheaton Dr.	8	\$37.50	\$300.00	\$40.00	\$320.00	\$30.00	\$240.00

67	Guardrails – West Adams St. (just west of Old Elm Point Rd.)	8	\$37.50	\$300.00	\$40.00	\$320.00	\$30.00	\$240.00
68	Guardrails – Elm St. from Sierra Pointe to Cole Blvd.	8	\$52.00	\$416.00	\$60.00	\$480.00	\$35.00	\$280.00
69	Guardrails – Elm St. between Cole Blvd. and Briarcliff Dr.	8	\$62.50	\$500.00	\$100.00	\$800.00	\$50.00	\$400.00
70	Guardrails – Droste Rd. between Ruth and Cole (creek crossing)	8	\$37.50	\$300.00	\$40.00	\$320.00	\$30.00	\$240.00
71	Guardrails – End of Cole off of Droste Rd. (dead end)	8	\$37.50	\$300.00	\$40.00	\$320.00	\$30.00	\$240.00
72	Guardrails – Both Ends of Olde Saybrook (dead ends - off of Norwich Dr.)	8	\$45.00	\$360.00	\$40.00	\$320.00	\$35.00	\$280.00
73	Guardrails – End of Hummingbird Dr.	8	\$37.50	\$300.00	\$40.00	\$320.00	\$30.00	\$240.00
74	Guardrails – Pike St. east of Oak (dead end)	8	\$37.50	\$300.00	\$40.00	\$320.00	\$30.00	\$240.00
75	Guardrails – Tompkins St. east of Oak (dead end)	8	\$37.50	\$300.00	\$40.00	\$320.00	\$30.00	\$240.00
76	Guardrails – South Second St. south of Boone’s Lick Rd.	8	\$45.00	\$360.00	\$40.00	\$320.00	\$35.00	\$280.00
Total Bid Price for Project as Specified					\$155,963.50		\$128,240.00	\$107,579.00

Alternate 1								
77	I-70 and First Capitol Dr. Interchange – inside quads and 4 triangles on bridge deck (3.30 Acres)	15	\$378.00	\$5,670.00	\$600.00	\$9,000.00	\$230.00	\$3,450.00
78	I-70 and Zumbuhl Rd. Interchange – inside quads (4.87 Acres)	15	\$546.75	\$8,201.25	\$600.00	\$9,000.00	\$316.00	\$4,740.00
79	I-70 and Cave Springs/Truman Interchange – 2 quads on east side ONLY (2.77 Acres)	15	\$318.75	\$4,781.25	\$250.00	\$3,750.00	\$180.00	\$2,700.00
Total Alternate					\$18,652.50		\$21,750.00	\$10,890.00

Extra Work					
Extra Work: Tractor w/ 60"W Tow Behind Mower (per Hour):			\$52.00	\$125.00	\$75.00
Extra Work: Walk Behind Mower (per Hour):			\$52.00	\$85.00	\$50.00
Extra Work: Gas-Powered Trimmer (per Hour):			\$47.00	\$55.00	\$45.00

Renewals					
Renewal 1: CY 2026 Max Increase Percentage:			3.00%	3.00%	3.00%
Renewal 2: CY 2027 Max Increase Percentage:			3.00%	3.00%	3.00%

Bid 4778 was advertised in the St. Charles County Business Record, the St. Louis Countian and on the City's Website February 26, 2025. Bids were opened March 5, 2025.

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

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

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 4778 and to all of the conditions imposed herein, the undersigned offers and agrees to furnish all labor, material, equipment, supervision, insurance, traffic control, and safety items necessary to provide City Wide Mowing Services in accordance with the specifications attached herein at the prices listed below. Quantities provided are estimates based on a full season of mowing and are for illustrative purposes only. Actual quantities may be less than, or greater than, estimated provided.

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: MACC Contracting

Street Address: 8870 Frost Ave

City/State/Zip Code: St. Louis MO 63134

City of St. Charles business license number: _____

(if located within city)

Last 4 Digits of FEIN or SSN: 3436

Telephone: 314-346-5251

Name: Nick Boescher Title: Sales Manager

Signature: [Signature] Date: 3/4/25

Email Address: Nick@MACCContracting.com

CITY RENEWAL OPTIONS:

The City reserves the right to renew this contract for additional terms. Pricing for additional terms shall be within the percentages indicated below:

Renewal #1: Calendar Year 2026 Maximum Percentage Increase Above 2025's Price:	3%
Renewal #2: Calendar Year 2027 Maximum Percentage Increase Above 2026's Price:	3%

BID FORM

Location #	Location Description	Unit Price	Quantity	Total Price
1	North Fifth St/Mel Wetter Pkwy	200.00	30	6000.00
2	North Third St & Tecumseh Roundabout	75.00	30	2250.00
3	Parcel at S Fifth St & S River Rd	50.00	30	1500.00
4	Vacant Lots on SE Corner of Boone's Lick Rd & S Fifth St	50.00	30	1500.00
5	Raised Island on S Fifth St, N of Boone's Lick Rd	50.00	30	1500.00
6	W Side of S Fifth St from Pawn Shop to Boone's Lick Rd	60.00	30	1800.00
7	Island at Boone's Lick Rd & Fairgrounds Rd	40.00	30	1200.00
8	Boone's Lick Rd Roundabout	75.00	30	2250.00
9	Water Tower Property on First Capitol Dr, S of W Clay St	50.00	30	1500.00
10	Hillside adjacent to West Clay St. alongside El-Mel – west of First Capitol Dr.	50.00	30	1500.00
11	Vacant lots at 2408 West Clay/501 Droste	50.00	30	1500.00
12	Yale/Nantucket/Norwich triangular island	50.00	30	1500.00
13	Roadside mowing of Warwick Dr. – from Berkshire Dr. to Hollrah Dr.	50.00	30	1500.00
14	Center islands on Hastings Way	75.00		2250.00
15	All Center Islands on Zumbahl Rd	75.00	30	2250.00
16	Water Tower Property Old Hwy 94, N of Pralle Ln	150.00	30	4500.00
17	Water Tower Property 2605 Abbydale Dr	75.00	30	2250.00
18	Roadside mowing of access road to water tank off of Boschertown Rd. south of Fox Hill Rd.	150.00	30	4500.00
19	Vacant lot at 110 Olive St.	50.00	30	1500.00
20	Vacant lots at 1700 and 1712 North Second St.	75.00	30	2250.00
21	Vacant lot across from Chicken N Pickle	75.00	30	2250.00
22	End of Boone Avenue at First Capitol Dr.	50.00	30	1500.00
23	Roadside mowing of S. Main St. from S. River Rd.	150.00	30	4500.00
24	Water well property - Huster Rd. at Fountain Lakes Blvd.	50.00	30	1500.00

Location #	Location Description	Unit Price	Quantity	Total Price
25	Water Well #10 property – off of Huster Rd.	75.00	30	2250.00
26	Charlestowne Village Dr.	60.00	15	900.00
27	Vacant lot on the north side of Tecumseh St. between North Main St. and North Second St.	60.00	15	900.00
28	Four (4) vacant lots on the west side of North Main St.	175.00	15	2625.00
29	East side of North Main St. from Tecumseh St. to North River Rd.	125.00	15	1875.00
30	Carr St. right-of-way from N. Fifth St. to Vine St.	60.00	15	900.00
31	Beacon Hill Retention Basin – Both sides of Beacon Hill Dr.	200.00	15	3000.00
32	Vacant lot at 8 Le Chateaux Ct.	60.00	15	900.00
33	Vacant lot on north side of the 3400 Block of West Adams St.	60.00	15	900.00
34	E Side of Hawks Nest Dr W Clay St to Church Entrance	90.00	15	1350.00
35	E Side of Hawks Nest Dr Overpass Plaza Way & Veterans Memorial Pkwy	70.00	15	1050.00
36	Roadside Mowing of Hawks Nest Dr	50.00	15	750.00
37	Roadside Mowing of S Side of Friedens Rd	70.00	15	1050.00
38	Vacant Lot on NE Corner of Kunze Dr & Pralle Ln	60.00	15	900.00
39	Vacant Lot on NE Corner of McClay Rd & Hakemann Rd	60.00	15	900.00
40	Muegge Rd at Timberidge Dr	50.00	15	750.00
41	Alley from Emmons Ave. to Barthel Ave. between N. Third St. and N. Fourth St.	60.00	15	900.00
42	Schaefer Place Detention Basin	150.00	15	2250.00
43	I-70 and S. 5 th Interchange and Interstate Corridor west to Fairgrounds Rd. 30.52 acres.	1,500.00	15	22,500.00
44	Roadside Mowing of Little Hills Expwy from N Hwy 94 to Boschertown Rd	200.00	8	1600.00
45	Roadside Mowing of Boschertown Rd from Little Hills Expwy to Hwy B	250.00	8	2000.00
46	Vacant Lot on Boschertown Rd	50.00	8	400.00

Location #	Location Description	Unit Price	Quantity	Total Price
47	Roadside Mowing of New Town Blvd from Mueller Rd to New Town Ave	150.00	8	1200.00
48	Roadside Mowing of Seeburger Rd from New Town Blvd to Bethmann Rd	75.00	8	600.00
49	Roadside Mowing of Huster Rd from Bethmann Rd to dead-end at Hwy 370	150.00	8	1200.00
50	Roadside Mowing of Fountain Lakes Blvd from Huster Rd to New Town Blvd	100.00	8	800.00
51	Roadside Mowing of Elm Point Industrial Dr from Mueller Rd to Deerfield Dr	200.00	8	1600.00
52	Roadside Mowing of Huster Rd from Elm Point Industrial Dr to Cul-de-Sac at Hwy 370	250.00	8	2000.00
53	Roadside Mowing of Elm Point Rd from Lancaster Dr to Dead End past Hastings Way	200.00	8	1600.00
54	Roadside Mowing of Elm Street Dr from Briarcliff Dr to Dead End	100.00	8	800.00
55	Roadside Mowing of W Randolph St from Bridge to Cul-de-Sac	100.00	8	800.00
56	Ridgeview Dr – West Side at Dead End Turnaround Area	60.00	8	480.00
57	Roadside Mowing of N River Rd from Flood Gate to End of City Limits	60.00	8	480.00
58	Convention Center Blvd	60.00	8	480.00
59	Roadside Mowing of Pralle Ln from Bluestone to Kunze Dr	90.00	8	720.00
60	Triangular Parcel between Wilshire Dr, Schaefer Park Entrance & Old Hwy 94 S	100.00	8	800.00
61	Roadside Mowing of Harry S Truman Rd	350.00	8	2800.00
62	Roadside Mowing of Ehlmann Rd	150.00	8	1200.00
63	North Fifth St. Extension	60.00	8	480.00
64	Guardrails – End of Fountain Lakes Industrial Dr	40.00	8	320.00
65	Guardrails – West end of Bainbridge St. (west of N. Fifth St.)	40.00	8	320.00
66	Guardrails – End of Wheaton Dr.	40.00	8	320.00

Location #	Location Description	Unit Price	Quantity	Total Price
67	Guardrails – West Adams St. (just west of Old Elm Point Rd.)	40.00	8	320.00
68	Guardrails – Elm St. from Sierra Pointe to Cole Blvd.	60.00	8	480.00
69	Guardrails – Elm St. between Cole Blvd. and Briarcliff Dr.	100.00	8	800.00
70	Guardrails – Droste Rd. between Ruth and Cole (creek crossing)	40.00	8	320.00
71	Guardrails – End of Cole off of Droste Rd. (dead end)	40.00	8	320.00
72	Guardrails – Both Ends of Olde Saybrook (dead ends - off of Norwich Dr.)	40.00	8	320.00
73	Guardrails – End of Hummingbird Dr.	40.00	8	320.00
74	Guardrails – Pike St. east of Oak (dead end)	40.00	8	320.00
75	Guardrails – Tompkins St. east of Oak (dead end)	40.00	8	320.00
76	Guardrails – South Second St. south of Boone’s Lick Rd.	40.00	8	320.00
Total Bid				\$ 1,281,560
Alternate 1				
77	I-70 and First Capitol Dr. Interchange – inside quads and 4 triangles on bridge deck (3.30 Acres)	600.00	15	9,000.00
78	I-70 and Zumbahl Rd. Interchange – inside quads (4.87 Acres)	600.00	15	9,000.00
79	I-70 and Cave Springs/Truman Interchange – 2 quads on east side ONLY (2.77 Acres)	250.00	15	3,750.00
Total Alternate				\$ 21,750.00

EXTRA WORK:

Extra work will only be ordered as-needed.

SERVICE DESCRIPTION	CUT FREQ	COST PER HR
Tractor with 60” Width (Minimum) Tow Behind Mower	As Needed	125.00
Walk Behind Mower	As Needed	85.00
Gas-Powered Trimmer	As Needed	55.00

LIST OF PROPOSED SUBCONTRACTORS AND SUPPLIERS

The proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the Work:

Scott's Power & Equipment - Parts & Service
ASP - Materials

Warranty for Equipment/Materials and Work:

Various pieces of equipment under warranty.
MAL Contracting guarantees all work.

Names of the Subcontractors or other persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work, and the type of work to be performed:

No Subs

(All remaining work will be done by the BIDDER with its own forces.)



References and Auxiliary Services

Professional References

State of Missouri

Matt Jones

P: 573-691-0685

Bruce Wasser

KBS – Lowes

Bruce.wasser@kbs-services.com

Bryan Fleer

MODOT

Bryan.fleer@modot.mo.gov

P: 314-682-9842

Megann Driver

US Coast Guard

P: 314-269-2470

Megann.L.Driver@uscg.mil

Financial Reference

National Bank of Manteno

Brian Meyer

102 Southcreek Drive

Manteno, IL 60950

P: 815-427-8155



ADDENDUM NO. 1

**BID NO. 4778
CITY WIDE MOWING SERVICES**

FEBRUARY 20, 2025

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

This Addendum extends the deadline for bids as follows:

Sealed bids shall be submitted to: **City of St. Charles; Attn: Purchasing; 200 N Second Street; St. Charles, Missouri 63301-2851;** prior to 2:00 p.m., City time, on ~~Wednesday, February 26, 2025.~~ **Wednesday, March 05, 2025.**

Addendum 1 may also be submitted via email to paul.feldmann@stcharlescitemo.gov

We, the undersigned, acknowledge the receipt of the Addendum #1 to Bid No. 4778, as dated.

By: Mich Breescher
Title: Sales Manager
Company Name: MALC Contracting
Date: 2/25/25

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

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

AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500 RSMo et seq.

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

STATE OF MISSOURI)
)ss

COUNTY OF ST. CHARLES)

Before me, the undersigned Notary Public, Nick Boercher (Name) personally appeared who is Sales Manager (Title) of MACE Contracting (Company Name), and after being sworn did depose and say:

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

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

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

[Signature]
Signature (Person with Authority)

Nick Boercher
Printed Name

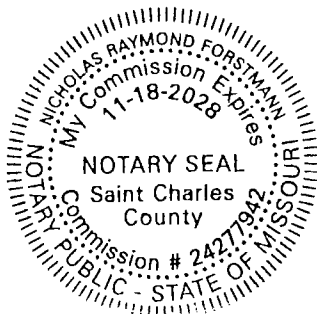
Sales Manager
Title

3/5/25
Date

Subscribed and sworn to before me this 5TH day of MARCH, 2025 (Month, Year).

My commission expires: 11-18-2028

Nicholas Raymond Forstmann 3/5/25
Signature of Notary Date





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/16/2024

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

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

PRODUCER Homestar Insurance Services 303 Section Line Road Manteno, IL 60950	CONTACT NAME: Ted Keigher PHONE (A/C No, Ext): 815-929-2200 FAX (A/C, No): 815-929-2207 E-MAIL ADDRESS: tkeigher@homestarins.com																					
INSURED MACC Contracting, Inc. 8870 Frost Ave. Berkley, MO 63164	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td style="width: 80%;">INSURER A: General Ins Co of Amer</td> <td colspan="2">24732L</td> </tr> <tr> <td>INSURER B: Ohio Security Insurance Company</td> <td colspan="2">24082</td> </tr> <tr> <td>INSURER C: The Ohio Casualty Insurance Company</td> <td colspan="2">24074</td> </tr> <tr> <td>INSURER D: Technology Insurance Company Inc</td> <td colspan="2">42376</td> </tr> <tr> <td>INSURER E:</td> <td colspan="2"></td> </tr> <tr> <td>INSURER F:</td> <td colspan="2"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: General Ins Co of Amer	24732L		INSURER B: Ohio Security Insurance Company	24082		INSURER C: The Ohio Casualty Insurance Company	24074		INSURER D: Technology Insurance Company Inc	42376		INSURER E:			INSURER F:		
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INSURER E:																						
INSURER F:																						

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			BWG67222108	01/30/2024	01/30/2025	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 15,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 15,000	PERSONAL & ADV INJURY	\$	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000																				
MED EXP (Any one person)	\$ 15,000																				
PERSONAL & ADV INJURY	\$																				
GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
	\$																				
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAS67222108	01/30/2024	01/30/2025	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			USO67222108	01/30/2024	01/30/2025	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	AGGREGATE	\$ 1,000,000		\$								
EACH OCCURRENCE	\$ 1,000,000																				
AGGREGATE	\$ 1,000,000																				
	\$																				
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	XWS67337693	02/07/2024	02/07/2025	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTHER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$ 1,000,000</td><td></td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$ 1,000,000</td><td></td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$ 1,000,000</td><td></td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER		E.L. EACH ACCIDENT	\$ 1,000,000		E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000		E.L. DISEASE - POLICY LIMIT	\$ 1,000,000			
<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER																				
E.L. EACH ACCIDENT	\$ 1,000,000																				
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																				
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				
A	Leased & Rented Equipment			BWG67222108	01/30/2024	01/30/2025	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>limit deductible</td><td style="text-align: right;">\$ 190,000</td></tr> </table>	limit deductible	\$ 190,000												
limit deductible	\$ 190,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Certificate Holder and "equipment owner" are additional insured for General Liability when required by written contract. "Equipment owner" is loss payable for leased & rented equipment.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ted Keigher

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, JOHN R. ASHCROFT, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

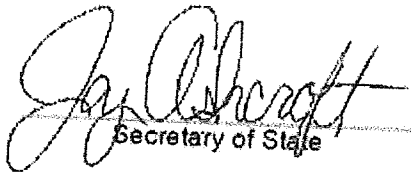
MACC CONTRACTING, INC.

using in Missouri the name

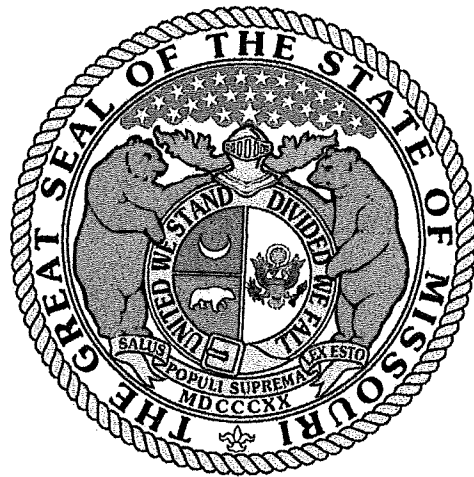
MACC CONTRACTING, INC.
F001427669

a ILLINOIS entity was created under the laws of this State on the 16th day of March, 2023, and is Good Standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 26th day of February, 2024.


Secretary of State

Certification Number: CERT-02262024-0088



City of Saint Louis

THIS LICENSE MUST BE POSTED ON THE PREMISES IN FULL PUBLIC VIEW

MACC CONTRACTING LLC

MACC CONTRACTING LLC
8870 FORST AV
SAINT LOUIS MO 63134

TERM OF LICENSE:

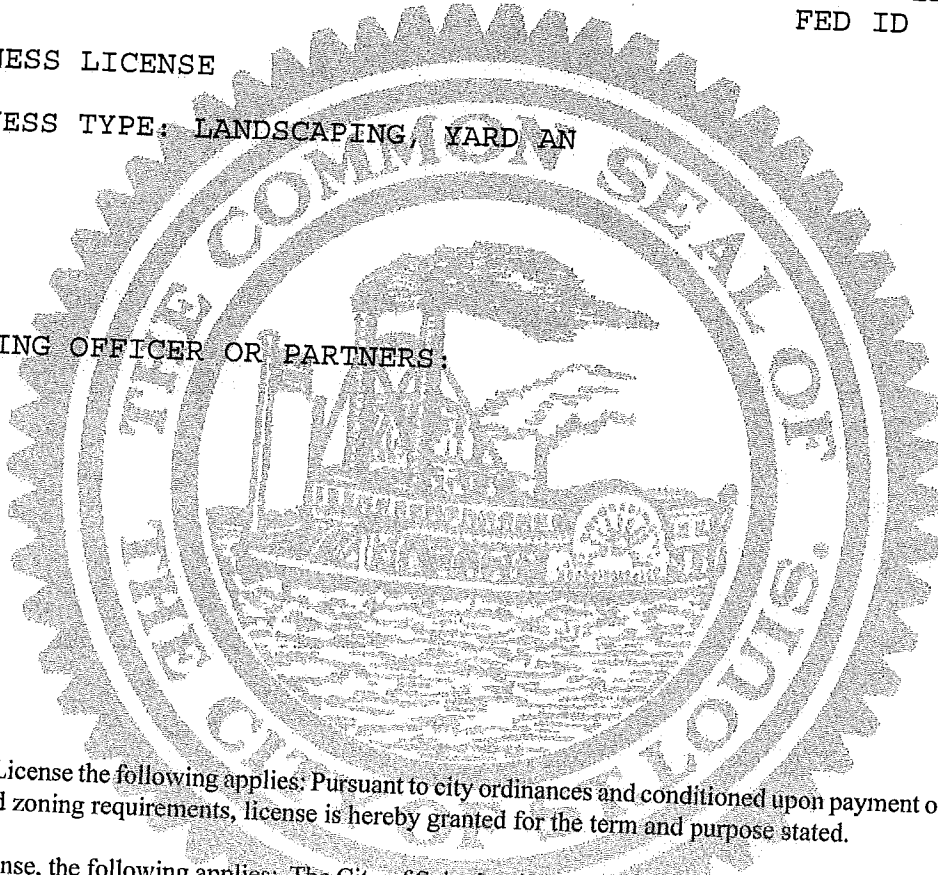
FROM DATE: 06/01/23 TO DATE: 05/31/24

LICENSE # LC10022760
DATE ISSUED 02/29/24
FEE PAID \$100.00
FED ID 872723436

BUSINESS LICENSE

BUSINESS TYPE: LANDSCAPING, YARD AN

MANAGING OFFICER OR PARTNERS:



If this is not a Business License the following applies: Pursuant to city ordinances and conditioned upon payment of the required fee or tax due, subject to audit and zoning requirements, license is hereby granted for the term and purpose stated.

If this is a Business License, the following applies: The City of Saint Louis: To all who shall see these presents, greeting: Know ye that the licensee, having paid to the City of Saint Louis the sum stated above, being the tax and license upon the licensee as a business, therefore, the said licensee is hereby authorized to sell any goods, wares, services and merchandise of any description, except as otherwise provided by ordinance at any one store, stand or place of business within the City, for the year ending as stated above. In testimony whereof, I, the comptroller of the City of Saint Louis have hereunto set my hand.

[Signature]
REGISTER

[Signature]
COMPTROLLER

[Signature]
SIGNATURE OF LICENSE COLLECTOR OR DEPUTY

LICENSE NOT TRANSFERABLE 109308



My Company Profile

My Company Profile

Company Information

Company Name

MACC Contracting Inc

Doing Business As (DBA) Name

MACC Contracting Inc

Company ID

2345101

Enrollment Date

Dec 20, 2023

Employer Identification Number (EIN)

872723436

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees

5 to 9

NAICS Code

238

Sector

Construction

Subsector

Specialty Trade Contractors

[Edit Company Information](#)

Employer Category

Employer Category

None of these categories apply

[Edit Employer Category](#)

Company Addresses

Physical Address

11571 N 4000E Rd
Peotone, IL 60468

Mailing Address

Same as Physical Address

[Edit Company Addresses](#)

Hiring Sites

Number of Sites

2

[Edit Hiring Sites](#)

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

[View Current MOU](#)

[U.S. Department of Homeland Security](#) [U.S. Citizenship and Immigration Services](#)

[Accessibility](#) [Plug-ins](#) [Site Map](#)

Certificate Of Completion

Envelope Id: 69DCDF54-A080-8797-83DE-5762841E143C

Status: Sent

Subject: Please DocuSign: Yellow-CRS-Electronic Routing.pdf

Source Envelope:

Document Pages: 27

Signatures: 6

Envelope Originator:

Certificate Pages: 3

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

6/8/2026 8:50:47 AM

maura.zackavec@stcharlescitymo.gov

Signer Events

Signature

Timestamp

Lawrence Perney

lawrence.perney@stcharlescitymo.gov

Asst. CA

SHI OBO City of St Charles

Security Level: Email, Account Authentication
(None)

Signed by:

C2B12E8A759A48D...

Sent: 6/8/2026 8:54:05 AM

Viewed: 6/9/2026 1:50:57 PM

Signed: 6/9/2026 1:51:15 PM

Signature Adoption: Pre-selected Style

Using IP Address: 35.130.51.195

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Timothy Kubat

timothy.kubat@stcharlescitymo.gov

Billing & Collections Manager

City of Saint Charles, MO

Signing Group: Senior Financial Analysts

Security Level: Email, Account Authentication
(None)

DS
TK

Sent: 6/9/2026 1:51:16 PM

Viewed: 6/9/2026 2:14:28 PM

Signed: 6/9/2026 2:20:17 PM

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)

Signed by:

CA2B397B773142A...

Sent: 6/9/2026 2:20:19 PM

Viewed: 6/10/2026 8:42:46 AM

Signed: 6/10/2026 8:44:49 AM

Signature Adoption: Pre-selected Style

Using IP Address: 35.130.51.195

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Mary Ann Ohms

maryann.ohms@stcharlescitymo.gov

City of Saint Charles, MO

Security Level: Email, Account Authentication
(None)

DS
MLO

Sent: 6/10/2026 8:44:51 AM

Viewed: 6/10/2026 3:00:02 PM

Signed: 6/10/2026 3:01:29 PM

Signature Adoption: Pre-selected Style

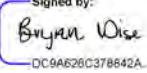
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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

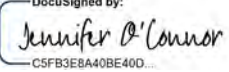
Signer Events**Signature****Timestamp**

Bryan Wise
bryan.wise@stcharlescitymo.gov
Assistant City Attorney
City of St. Charles
Signing Group: LEGAL REVIEW
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signed by:

DC9A626C378642A...
Signature Adoption: Pre-selected Style
Using IP Address: 35.130.51.195

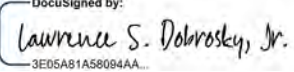
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Viewed: 6/11/2026 9:09:38 AM
Signed: 6/11/2026 9:10:13 AM

Jennifer O'Connor
jennifer.oconnor@stcharlescitymo.gov
Director of Finance
City of Saint Charles, MO
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

DocuSigned by:

C5FB3E8A40BE40D...
Signature Adoption: Pre-selected Style
Using IP Address: 35.130.51.195

Sent: 6/11/2026 9:10:14 AM
Viewed: 6/11/2026 10:17:33 AM
Signed: 6/11/2026 10:17:50 AM

Lawrence S. Dobrosky, Jr.
lawrence.dobrosky@stcharlescitymo.gov
Director of Administration
City of Saint Charles, MO
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

DocuSigned by:

3ED5A81A58084AA...
Signature Adoption: Pre-selected Style
Using IP Address: 35.130.51.195

Sent: 6/11/2026 10:17:53 AM
Viewed: 6/11/2026 1:26:20 PM
Signed: 6/11/2026 1:26:30 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Emily B. Galantowicz
emily.galantowicz@stcharlescitymo.gov
Assistant City Clerk
City of Saint Charles, MO
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Sent: 6/11/2026 1:26:32 PM
Viewed: 6/12/2026 11:20:44 AM

Daniel J. Borgmeyer
dan.borgmeyer@stcharlescitymo.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Kim Hudson
kimberly.hudson@stcharlescitymo.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

City Clerk - Assign Contract #

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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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: 6/11/2026 10:17:52 AM
Viewed: 6/11/2026 10:19:18 AM

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

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	6/8/2026 8:54:05 AM
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Payment Events	Status	Timestamps
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Contract # _____
(City Clerk will Assign)

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

Requesting Department:	Public Works	Department Contact:	Maura Zackavec Gimm
Vendor Name & NWS#:	#3624 - Truck Centers Inc.		
Description/Purpose:	Purchase of three (3) 2027 Freightliner 114SD Semi Tractor Trucks from Truck Centers, Inc. through MoDOT Cooperative Contract No. 60526CO0171		
Account #:	515-500-599-874102 (\$253,000.00) / 515-502-535-873107 (#\$172,286.00)		
Project #:	26PWSSS013		
Amount of this Routing:	\$ 425,286.00	Requisition #:	20260672
Contract Type:	New Contract	Cooperative	Coop#: 60526CO0171
Contract Term:	through 12/31/2026	Renewal Options:	N/A
If Renewal or Amendment: C#	Amendment #	Renewal #	
Original Contract Value:	\$ 0.00	Total of Previous Amendments:	\$ 0.00
Total Contract Value:	\$ 425,286.00		

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: Lawrence Perney	Signature: <small>Signed by:</small> <i>Lawrence Perney</i>	6/10/2026
---	--	-----------

ROUTING	Signature/Date
Purchasing Review (Compliant with Chapter 145 and City Terms)	<small>Signed by:</small> <i>Paul Feldmann</i> 6/11/2026
Department of Law (for Legality only)	<small>Signed by:</small> <i>Bryan Wise</i> 6/11/2026
Director of Finance (Funds Available)	<small>DocuSigned by:</small> <i>Jennifer O'Connor</i> 6/11/2026
Director of Administration (Recommend Approval)	<small>DocuSigned by:</small> <i>Lawrence S. Dobrosky, Jr.</i> 6/11/2026
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 # _____

MEETING/DATE: 06/23/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): N/A

Sponsor(s): _____

Description:

Purchase of three (3) new 2027 Freightliner 114SD Semi Tractor Trucks from Truck Centers, Inc. through MoDOT Cooperative Contract No. 60526CO0171 for a total amount of \$425,286.00.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

Approval is requested to enter into a Purchase Contract with Truck Centers, Inc. for the purchase of three (3) new 2027 Freightliner 114SD Semi Tractor Trucks for use by the Public Works Department. The vehicles will be purchased through the Missouri Department of Transportation (MoDOT) Cooperative Purchasing Contract No. 60526CO0171 at a total contract amount not to exceed \$425,286.00.

The trucks will be utilized to support Public Works operations and fleet replacement needs. The purchase includes all equipment and specifications outlined in the attached quotations, buyer's order, and contract documents.

Funding for this purchase is available through Project No. 26PWSSS013. Authorization is also requested for the Mayor to execute the Purchase Contract and associated procurement documents on behalf of the City.

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

Fiscal Impact: 425,286.00 **Select One** 20260672

Account #: 515-500-599-874102 (\$253,000.00) / 515-502-535-873107 (#\$172,286.00)

Project #: 26PWSSS013

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 Truck Centers, 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 Three (3) New 2027 Freightliner 114SD, White in Color to the City’s Public Works Department, in accordance with Vendor’s Buyers Order dated 06/07/2026, 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 Four Hundred Twenty-Five Thousand Two Hundred Eighty-Six Dollars (\$425,286.00). All pricing shall be in accordance with MoDOT cooperative contract #60526CO0171.

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

3. The Contract is the complete agreement between City and Vendor. No other agreements or representations other than those contained in the Contract have been made by the parties. The Contract may only be amended, extended or renewed in writing, and is effective when signed by each party.

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

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

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

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

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

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

B. Section 208.009 RSMo which requires Vendor to provide City with affirmative proof that the person executing the Contract is a United States citizen, permanent resident or is lawfully present in the United States prior to the City awarding Vendor the Contract;

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

Contract # _____

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

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

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

The Vendor and City have executed the Contract on the dates written below.

TRUCK CENTERS, INC.:

CITY OF SAINT CHARLES, MISSOURI:

Signed by:
Matt Pace 6/9/2026
029E461EB068445...
 Date
 By: Matt Pace 6/9/2026
 (Print Name and Title)

 Daniel J. Borgmeyer Date
 Mayor

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 6/11/2026
C5FB3E8A40BE40D...
 Director of Finance Date

Truck Centers Inc.

2280 Formosa Rd. Troy IL 62294



Buyers Order

Contract Date: 06/07/2026

Deal #: DE-01274

Customer #: 102239

Salesperson: Matt Pace

Salesperson: **Matt Pace - Mobile: 618-477-9088 - Email: mpace@truckcentersinc.com**

Bill To: **102239**

CITY OF ST CHARLES
2871 ELM POINT INDUSTRIAL DR
ST CHARLES MO 63301
P:(636) 949-3363 | F:(636) 940-4616

Ship To:

CITY OF ST CHARLES
2871 ELM POINT INDUSTRIAL DR
ST CHARLES, MO 63301

Stock#:	New 2027 FREIGHTLINER 114SD	Price:	\$141,662.00
VIN:	Color: WHITE ELITE EY	Unit Price:	\$141,662.00
Stock#:	New 2027 FREIGHTLINER 114SD	Price:	\$141,662.00
VIN:	Color: WHITE ELITE EY	Unit Price:	\$141,662.00
Stock#:	New 2027 FREIGHTLINER 114SD	Price:	\$141,662.00
VIN:	Color: WHITE ELITE EY	Unit Price:	\$141,662.00

Totals-----	
Total Price	\$424,986.00
DOC Fee	\$300.00
Total	\$425,286.00

INCLUDES WET KIT WITH SINGLE HOSE COUPLER.

By signing below, you acknowledge and agree to the Terms and Conditions.
 THIS ORDER IS NOT VALID UNLESS SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE DEALERSHIP.
 The Undersigned warrants having full authority to complete the order on behalf of the Purchaser(s).

Truck Centers, Inc.

Matt Pace 06/07/2026
 Salesperson Date

Accepted by VP or Sales/Ownership 06/07/2026
 Date

CITY OF ST CHARLES

Buyer's Signature Title 06/07/2026
 Date

Buyer's Printed Name

TERMS AND CONDITIONS

PURCHASER(S) AGREES TO THE FOLLOWING TERMS:

Purchaser accepts the Spec Sheet for the vehicle(s) described herein and agree(s) that it is complete, correct, and as ordered. X

DEALER WARRANTY DISCLAIMER: TRUCK CENTERS, INC. ("DEALER") DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. THE VEHICLE(S) DESCRIBED ABOVE IS/ARE SOLD "AS IS" BY DEALER. The vehicle(s) may or may not be covered by limited warranty(ies) provided by the manufacturer(s), but Dealer makes NO warranties whatsoever. X

LIMITATION OF PURCHASER(S) DAMAGES: IN NO EVENT WILL TRUCK CENTERS, INC. ("DEALER") BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OF PURCHASER(S), INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF INCOME OR PROFIT, OR DAMAGE TO OR LOSS TO PROPERTY, OR COSTS OF USE OR REPLACEMENT, REGARDLESS OF WHETHER SUCH DAMAGES ARE SOUGHT IN CONTRACT, TORT OR OTHERWISE IN CONNECTION WITH THE SALE OF THE VEHICLE(S) DESCRIBED IN THIS VEHICLE PURCHASE ORDER. DEALER'S LIABILITY HEREUNDER IS LIMITED TO THE "TOTAL ORDER PRICE" AS STATED ABOVE. X

PAYMENT TERMS: Cash, Certified Check, Wire Transfer, Bank Financing, or Approved Commercial Financing Company is acceptable. Checks must be approved in advance and Truck Centers, Inc. will retain MSO/Vehicle Title until check(s) clear bank or wired/ACH funds are received.

DOCUMENTARY FEE. A DOCUMENT SERVICE FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATED TO CLOSING OF A SALE. THE BASE DOCUMENTARY FEE BEGINNING JANUARY 1, 2020, WAS \$300. THE MAXIMUM AMOUNT THAT MAY BE CHARGED FOR A DOCUMENTARY FEE IS THE BASE DOCUMENTARY FEE OF \$300 WHICH SHALL BE SUBJECT TO AN ANNUAL RATE ADJUSTMENT EQUAL TO THE PERCENTAGE OF CHANGE IN THE BUREAU OF LABOR STATISTICS CONSUMER PRICE INDEX. THIS NOTICE IS REQUIRED BY LAW.

Prepared for:
Ashten Lorts
MISSOURI DOT
830 MoDOT Drive
60526CO0171
JEFFERSON CITY, MO 65109
Phone: (573) 751-3685

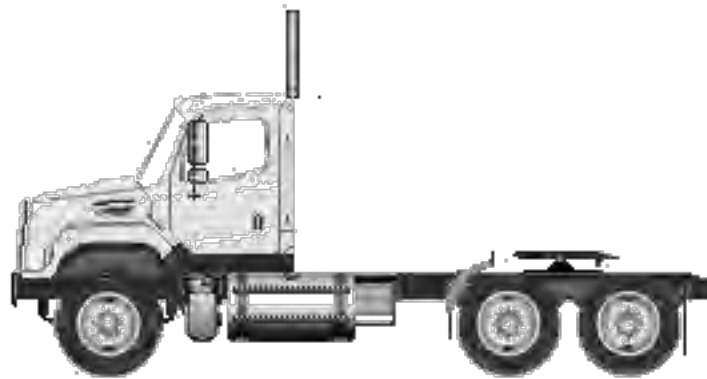
Prepared by:
Matt Pace
TRUCK CENTERS, INC.
2280 FORMOSA RD.
TROY, IL 62294
Phone: 618-667-3454

A proposal for
MISSOURI DOT

Prepared by
TRUCK CENTERS, INC.
Matt Pace

Jun 03, 2026

Freightliner 114SD Plus



Components shown may not reflect all spec'd options and are not to scale



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Q U O T A T I O N

114SD PLUS CONVENTIONAL CHASSIS

SET BACK AXLE - TRACTOR DETROIT DD13 GEN 5 12.8L 450 HP @ 1625 RPM, 1900 GOV RPM, 1650 LB-FT @ 975 RPM DT12-1650-OV VOCATIONAL 12-SPEED OVERDRIVE AUTOMATED MANUAL TRANSMISSION MERITOR MT-40-14X 40,000# R-SERIES TANDEM REAR AXLE AIRLINER 40,000# EXTRA DUTY REAR SUSPENSION DETROIT DA-F-14.7-3 14,700# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE	16,000# TAPERLEAF FRONT SUSPENSION 114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB 4825MM (190 INCH) WHEELBASE JOST JSK37 SERIES 24.0 INCH AIR SLIDE FIFTH WHEEL - 2 INCH SLIDE INCREMENTS 11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI 1400MM (55 INCH) REAR FRAME OVERHANG
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		PER UNIT		TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (3)	\$ 134,702	\$	404,106
EXTENDED WARRANTY		\$ 460	\$	1,380
DEALER INSTALLED OPTIONS		\$ 6,500	\$	19,500
CUSTOMER PRICE BEFORE TAX		\$ 141,662	\$	424,986

TAXES AND FEES

TAXES AND FEES	\$	100	\$	300
OTHER CHARGES	\$	0	\$	0

TRADE-IN

TRADE-IN ALLOWANCE	\$	(0)	\$	(0)
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BALANCE DUE		(LOCAL CURRENCY)	\$	141,762	\$	425,286
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COMMENTS:

Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X _____ Date: ___ / ___ / ___.



See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at Information@dtfoffers.com.
 Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at www.daimler-truckfinancial.com.



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S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear	Retail Price
Price Level				
PRL-30D	SD PRL-30D (EFF:MY27 ORDERS)			STD
Data Version				
DRL-039	SPECPRO21 DATA RELEASE VER 039			N/C
Vehicle Configuration				
001-177	114SD PLUS CONVENTIONAL CHASSIS	7,934	6,476	\$170,892.00
004-227	2027 MODEL YEAR SPECIFIED			STD
002-002	SET BACK AXLE - TRACTOR	500	-480	\$2,100.00
019-005	TRAILER TOWING PROVISION FORWARD OF FIFTH WHEEL	5	5	N/C
003-001	LH PRIMARY STEERING LOCATION			STD
General Service				
AA1-001	TRACTOR/TRAILER CONFIGURATION			N/C
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)			N/C
99D-019	CARB CLEAN IDLE LABELS NOT FOR INITIAL REGISTRATION IN STATES REQUIRING CARB EMISSIONS CERTIFICATION (INCLUDES 6X4 INCH LABELS ON LOWER FORWARD OF DRIVER DOOR)			\$112.00
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE			N/C
A84-1GM	GOVERNMENT BUSINESS SEGMENT			N/C
AA4-010	DIRT/SAND/ROCK COMMODITY			N/C
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS			STD
AB1-008	MAXIMUM 8% EXPECTED GRADE			STD
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE			STD
995-1AD	FREIGHTLINER LEVEL I WARRANTY			STD
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 14000.0 lbs			
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 40000.0 lbs			



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Data Code	Description	Weight Front	Weight Rear	Retail Price
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 54000.0 lbs			
A70-99D	EXPECTED GROSS COMBINATION WEIGHT : 80000.0 lbs			
Truck Service				
AF3-2CR	TRACTOR ONLY WITH NO BODY UPFIT			N/C
Tractor Service				
AA2-005	FLATBED TRAILER			N/C
AH6-001	SINGLE (1) TRAILER			N/C
Engine				
101-3FH	DETROIT DD13 GEN 5 12.8L 450 HP @ 1625 RPM, 1900 GOV RPM, 1650 LB-FT @ 975 RPM			\$1,290.00
Electronic Parameters				
79A-069	69 MPH ROAD SPEED LIMIT			N/C
79B-006	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT, WITH AUTO RESUME AFTER SHIFT			N/C
79F-013	FLEET MANAGEMENT - DAILY ENGINE USAGE ENABLED			N/C
79K-012	PTO MODE ENGINE RPM LIMIT - 1500 RPM			N/C
79L-023	PTO MODE PTO 2 THROTTLE OVERRIDE ENABLED			N/C
79P-032	PTO RPM CONTROL WITH STEERING WHEEL SWITCHES			N/C
79S-002	PTO MODE CANCEL VEHICLE SPEED - 6 MPH			N/C
79T-001	PTO MODE RPM INCREMENT - 25 RPM			N/C
79U-004	PTO GOVERNOR RAMP RATE - 100 RPM PER SECOND			N/C
79V-001	FUEL DOSING OF AFTERTREATMENT ENABLED IN PTO MODE-CLEANS HYDROCARBONS AT HIGH TEMPERATURES ONLY			N/C
79W-001	ONE REMOTE PTO SPEED			N/C
79X-003	PTO SPEED 1 SETTING - 800 RPM			N/C
80C-012	ENGINE BRAKE WITH GLOBAL CRUISE CONTROL ENABLED			N/C
80G-002	PTO MINIMUM RPM - 700			N/C
80L-003	ENABLE DPF REGEN ZONE 1 WITH AUTO ENGINE RPM ELEVATE FOR EXTENDED IDLE			N/C
80T-003	PTO 2, DASH SWITCH, ENGAGE BEFORE DRIVING			N/C
80V-006	ENGINE MOUNT PTO, NO SWITCH, TEM SUPPLIED REQUEST, DRIVING INTERLOCKS			N/C



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Data Code	Description	Weight Front	Weight Rear	Retail Price
87W-019	PTO 2 MODE ENGINE RPM LIMIT - 1500 RPM			N/C
Engine Equipment				
99C-024	EPA 2010/GHG 2024 CONFIGURATION			STD
13E-001	STANDARD OIL PAN			STD
105-001	ENGINE MOUNTED OIL CHECK AND FILL			STD
014-1B5	SIDE OF HOOD AIR INTAKE WITH DONALDSON HIGH CAPACITY AIR CLEANER WITH SAFETY ELEMENT, FIREWALL MOUNTED			\$30.00
124-1DJ	DR 12V 160 AMP 36-SI BRUSHLESS QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE	10		\$110.00
292-236	(3) DTNA GENUINE, FLOODED STARTING, MIN 3000CCA, 555RC, THREADED STUD BATTERIES			STD
290-1CD	BATTERY BOX WITH ALUMINUM COVER MOUNTED SHORT SIDE TO RAIL	15		\$248.00
281-001	STANDARD BATTERY JUMPERS			STD
282-003	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE BACK OF CAB			STD
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN			STD
289-011	NON-POLISHED BATTERY BOX COVER WITH TETHER			\$20.00
293-060	NON-ESSENTIAL POSITIVE LOAD DISCONNECT, LOCKING IN CAB CONTROL SWITCH MOUNTED OUTBOARD OF DRIVER SEAT	2		\$270.00
295-003	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART CHASSIS MOUNTED LH BACK OF CAB	4		\$240.00
306-015	PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS	2		STD
180-1AP	DETROIT HEAVY DUTY AUTOMATED MANUAL TRANSMISSION CLUTCH			N/C
107-046	BW MODEL FE-921 19.0 CFM SINGLE CYLINDER AIR COMPRESSOR WITH SAFETY VALVE			STD
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM			STD
128-002	JACOBS COMPRESSION BRAKE			STD
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25	\$775.00
28F-014	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
239-026	10 FOOT 06 INCH (126 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT			(\$15.00)
233-017	STANDARD CURVE BRIGHT UPPER STACK(S)			\$135.00
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP			N/C
23U-002	13 GALLON DIESEL EXHAUST FLUID TANK			STD
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL			STD
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING			STD
23Z-002	NON-POLISHED ALUMINUM DIAMOND PLATE DIESEL EXHAUST FLUID TANK COVER	15	5	\$145.00
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION			STD
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP			STD
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD			\$40.00
273-059	ELECTRONICALLY CONTROLLED VARIABLE SPEED VISCOUS FAN DRIVE			\$212.00
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED			STD
110-068	DDC SUPPLIED ENGINE MOUNTED FUEL FILTER/FUEL WATER SEPARATOR WITH WATER-IN-FUEL INDICATOR			STD
118-001	FULL FLOW OIL FILTER			STD
120-998	NO COOLANT FILTER	-10		STD
266-107	1400 SQUARE INCH VOCATIONAL RADIATOR			STD
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT			STD
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT			STD
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES			STD
270-023	HDEP FIXED RATIO COOLANT PUMP AND RADIATOR DRAIN VALVE			STD
138-005	PHILLIPS-TEMRO 1500 WATT/115 VOLT BLOCK HEATER	4		\$30.00
140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR			N/C
155-076	DELCO 12V MOD 3.175-39MT+ STARTER WITH ENGINE ECU SOFTWARE PROTECTION AND INTEGRATED MAGNETIC SWITCH	-45		STD

Transmission



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Data Code	Description	Weight Front	Weight Rear	Retail Price
342-611	DT12-1650-OV VOCATIONAL 12-SPEED OVERDRIVE AUTOMATED MANUAL TRANSMISSION	60		\$1,675.00

Transmission Equipment

343-227	DT12 PERFORMANCE PKG: ECONOMY, PERFORMANCE AND OFFROAD, WITH ICU CONTROL MENUS, WITH KICKDOWN, PERSISTENT			N/C
84D-007	12 FORWARD GEARS SELECTABLE DT12 MANUAL MODE			N/C
84V-005	ROCK FREE AND PAVER MODES - DETROIT TRANSMISSION			N/C
85E-007	MAXIMUM ENGINE SPEED FOR PTO ENGAGEMENT 800 RPM			N/C
85G-000	MAXIMUM OUTPUT SPEED FOR PTO ENGAGEMENT 25 RPM			N/C
347-002	ALUMINUM CLUTCH HOUSING			N/C
362-697	CHELSEA PTO - CHL489DLMAX 56RK, FOR DT12	30		\$2,570.00
363-003	PTO MOUNTING, BOTTOM OF MAIN TRANSMISSION DETROIT & EATON FULLER TRANSMISSION			\$25.00
341-017	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION FILL AND DRAIN, AXLE(S) FILL AND DRAIN			N/C
345-078	HEAVY DUTY ELECTRONIC TRANSMISSION SHIFT CONTROL, COLUMN MOUNTED			STD
370-002	AIR TO OIL TRANSMISSION COOLER	-15		N/C
35T-003	SYNTHETIC TRANSMISSION LUBE			N/C

Front Axle and Equipment

400-1A8	DETROIT DA-F-14.7-3 14,700# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE	10		\$980.00
402-049	MERITOR 16.5X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			N/C
403-043	2011/2013-FMVSS 121 RSD FRONT BRAKE LINING			\$19.00
419-023	CONMET CAST IRON FRONT BRAKE DRUMS			\$8.00
427-001	FRONT BRAKE DUST SHIELDS	5		\$102.00
409-006	FRONT OIL SEALS			STD
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL			STD
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES			STD
405-003	HALDEX AUTOMATIC FRONT SLACK ADJUSTERS			\$51.00



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Data Code	Description	Weight Front	Weight Rear	Retail Price
406-001	STANDARD KING PIN BUSHINGS			STD
536-012	TRW TAS-85 POWER STEERING	40		N/C
539-003	POWER STEERING PUMP			STD
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR			STD
40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE			\$17.00
Front Suspension				
620-026	16,000# TAPERLEAF FRONT SUSPENSION	200		\$1,151.00
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION			STD
410-001	FRONT SHOCK ABSORBERS			STD
Rear Axle and Equipment				
420-1K3	MERITOR MT-40-14X 40,000# R-SERIES TANDEM REAR AXLE		-40	\$608.00
421-342	3.42 REAR AXLE RATIO			N/C
424-003	IRON REAR AXLE CARRIER WITH OPTIONAL HEAVY DUTY AXLE HOUSING		40	\$102.00
386-067	RPL25SD MERITOR MAIN DRIVELINE	20	20	\$339.00
388-039	RPL20 MERITOR INTERAXLE DRIVELINE			\$8.00
452-006	DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES		30	\$1,317.00
878-022	(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AXLE VALVE AND (1) REAR-REAR AXLE VALVE			\$24.00
87A-020	INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH, DISENGAGE INTERAXLE LOCK WITH IGNITION OFF OR VEHICLE SPEED EXCEEDING 25MPH			N/C
87B-024	INDICATOR LIGHT FOR EACH DIFFERENTIAL LOCKOUT SWITCH, ENGAGE AT SPEEDS 5 MPH OR LESS, DISENGAGE W/IGN OFF OR SPEEDS EXCEEDING 25 MPH			N/C
423-019	MERITOR 16.5X8.62 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			\$343.00
433-043	2011/2013-FMVSS 121 RSD REAR BRAKE LININGS			N/C
434-005	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S) WITH AUXILIARY SUPPORT BRACKETS			N/C
451-001	CAST IRON OUTBOARD REAR BRAKE DRUMS		40	STD
440-006	REAR OIL SEALS			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
426-101	WABCO TRISTOP D LONGSTROKE 2-DRIVE AXLE SPRING PARKING CHAMBERS			STD
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS			\$93.00
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE			STD
42T-001	STANDARD REAR AXLE BREATHER(S)			STD
Rear Suspension				
622-218	AIRLINER 40,000# EXTRA DUTY REAR SUSPENSION		100	\$1,546.00
621-007	AIRLINER HIGH POSITION RIDE HEIGHT			N/C
431-005	RESTRAINED AXLE SEATS IN AXLE CLAMP GROUP			N/C
624-016	51 INCH AXLE SPACING			N/C
888-078	IGNITION CONTROLLED ELECTRIC DUMP SWITCH FOR AIR SUSPENSION WITH STATE RETENTION AND GAUGE			\$287.00
87D-011	REAR AIR SUSPENSION DUMP VALVE AUTOFILL >5 MPH WITH BUZZER AND INDICATOR LIGHT			N/C
910-001	SINGLE AIR REAR SUSPENSION LEVELING VALVE			N/C
623-002	TRANSVERSE CONTROL RODS			N/C
439-005	REAR SHOCK ABSORBERS - TWO AXLES (TANDEM) (AIR RIDE SUSPENSION)			N/C
Pusher / Tag Equipment				
429-998	NO PUSHER/TAG BRAKE DUST SHIELDS			STD
Brake System				
490-1AT	WABCO 4S/4M ABS WITH HILL START AID AND TRACTION CONTROL WITH ATC SHUT OFF SWITCH			\$496.00
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES			STD
46E-001	STANDARD AIR MANAGEMENT UNIT			STD
904-001	FIBER BRAID PARKING BRAKE HOSE			STD
412-001	STANDARD BRAKE SYSTEM VALVES			STD
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM			STD
413-002	STD U.S. FRONT BRAKE VALVE			STD
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE			STD
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
483-004	WABCO OIL COALESCING FILTER FOR AIR DRYER			\$11.00
479-012	AIR DRYER MOUNTED UNDER HOOD			N/C
460-014	STEEL AIR TANKS MOUNTED BELOW FRAME RAILS	5	5	\$12.00
2TD-001	(1) 620 CUBIC INCH ALUMINUM TRANSMISSION AIR TANK, INLET CHECK VALVE	10	15	\$178.00
477-004	PULL CABLES ON ALL AIR RESERVOIR(S)			\$3.00
485-002	EXTERNAL CHARGING SCHRADER VALVE	5		\$27.00

Trailer Connections

481-003	12 FOOT STRAIGHT TRAILER AIR HOSE	10		N/C
476-002	36 INCH STAINLESS STEEL SLIDE BAR WITH SPRING TYPE AIR HOSE HANGER	2		\$28.00
484-006	COMBINATION DUMMY GLAD HANDS AND LIGHT PLUG HOLDER			N/C
297-132	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED BACK OF CAB/BACK OF SLEEPER			N/C
296-010	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION			N/C
1AZ-007	INBOARD FLAG BRACKET LOCATED AT BACK OF CAB/BACK OF SLEEPER			N/C
310-081	12 FOOT DETACHABLE COILED PRIMARY TRAILER ELECTRICAL CABLE WITH SAE J560 CONNECTOR WITH 12 INCH TRACTOR, 12 INCH TRAILER LEADS	12		\$25.00

Wheelbase & Frame

545-482	4825MM (190 INCH) WHEELBASE			N/C
546-101	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	170	-10	\$200.00
552-003	1400MM (55 INCH) REAR FRAME OVERHANG			N/C
55W-005	FRAME OVERHANG RANGE: 51 INCH TO 60 INCH	10	-40	N/C
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 124.41 in			
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 120.21 in			
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 275.18 in			
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 19.89 in			N/C
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 31.55 in			N/C
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 88.66 in			



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 MISSOURI DOT
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 Phone: (573) 751-3685

Prepared by:
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 2280 FORMOSA RD.
 TROY, IL 62294
 Phone: 618-667-3454

Data Code	Description	Weight Front	Weight Rear	Retail Price
553-002	FLANGED TAPERED END OF FRAME			N/C
550-001	FRONT CLOSING CROSSMEMBER			STD
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER			STD
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)			STD
572-020	INVERTED U TRACTOR CROSSMEMBER		10	\$50.00
565-002	HEAVY DUTY SUSPENSION CROSSMEMBER		30	N/C
Chassis Equipment				
674-001	LH BACK OF CAB ACCESS	5	5	N/C
* 592-001	FLUSH MOUNTED ALUMINUM DECK PLATE FROM BACK OF CAB TO FIFTH WHEEL			\$283.00
556-1EE	16 INCH PAINTED STEEL BUMPER	32		\$183.00
558-070	REMOVABLE FRONT TOW/RECOVERY DEVICE, STORED ON CHASSIS FRAME	15		\$155.00
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE			STD
585-042	BETTS B-25 PAINTED MUDFLAP BRACKETS		15	N/C
590-998	NO REAR MUDFLAPS			(\$19.00)
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS			STD
44Z-002	EXTERIOR HARNESES WRAPPED IN ABRASION TAPE			STD
583-058	PLASTIC QUARTER FENDERS WITHOUT LOGO		30	\$108.00
Fifth Wheel				
578-1CG	JOST JSK37 SERIES 24.0 INCH AIR SLIDE FIFTH WHEEL - 2 INCH SLIDE INCREMENTS	30	510	\$805.00
577-508	FIFTH WHEEL 508MM (20.0 INCHES) AHEAD OF SUSPENSION CENTERLINE			N/C
582-010	224MM (8.81 INCH) FIFTH WHEEL HEIGHT		5	N/C
570-001	STEEL OUTBOARD ANGLE - FIFTH WHEEL MOUNTING			N/C
890-001	DASH MOUNTED CONTROL AND PLUMBING FOR FIFTH WHEEL			N/C
579-005	LH FIFTH WHEEL RELEASE			N/C
Fuel Tanks				
204-156	100 GALLON/378 LITER ALUMINUM FUEL TANK - LH	20		\$565.00
203-091	60 GALLON ALUMINUM HYDRAULIC RESERVOIR, RH WITH 1-1/4 INCH NPT, INBOARD BELOW RAIL FTGS, WITH FLUID LEVEL GAUGE	60	55	\$1,030.00
218-006	25 INCH DIAMETER FUEL TANK(S)			STD



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215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS			STD
212-007	FUEL TANK(S) FORWARD			STD
20B-003	SINGLE HYDRAULIC TANK FRAME MOUNTED RH SIDE BACK OF CAB			N/C
664-001	PLAIN STEP FINISH			STD
205-002	CHROME FUEL TANK CAP(S)			\$50.00
122-1K5	DAVCO 487 FUEL/WATER SEPARATOR WITH ESOC AND 12 VOLT AND 120 VOLT PREHEATER	15		\$960.00
216-020	EQUIFLO INBOARD FUEL SYSTEM			STD
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE			STD
Tires				
093-10A	CONTINENTAL INTELLIGENT HSC3 12R22.5 16 PLY RADIAL FRONT TIRES	74		\$520.00
094-12V	CONTINENTAL HDR2+ 11R22.5 16 PLY RADIAL REAR TIRES		184	\$720.00
Hubs				
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS			STD
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS			STD
Wheels				
502-433	ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	66		\$220.00
505-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS		104	STD
496-011	FRONT WHEEL MOUNTING NUTS			STD
497-011	REAR WHEEL MOUNTING NUTS			STD
498-011	NYLON WHEEL GUARDS FRONT AND REAR ALL INTERFACES			\$68.00
Cab Exterior				
829-1A2	114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB			STD
650-008	AIR CAB MOUNTING			STD
705-012	CAB ROOF REINFORCEMENTS FOR ROOF MOUNTED COMPONENTS	2		\$87.00
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE			STD
667-004	FRONT FENDERS SET-BACK AXLE			N/C



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Data Code	Description	Weight Front	Weight Rear	Retail Price
754-017	BOLT-ON MOLDED FLEXIBLE FENDER EXTENSIONS	10		\$115.00
678-001	LH AND RH GRAB HANDLES			STD
646-041	STATIONARY BLACK GRILLE			STD
65X-004	BLACK HOOD MOUNTED AIR INTAKE GRILLE			STD
644-004	FIBERGLASS HOOD			STD
652-001	FREIGHTLINER NAME PLATES			STD
690-017	HOOD LINER, ADDED FIREWALL AND FLOOR HEAT INSULATION	5		\$117.00
727-066	DUAL 26 INCH RECTANGULAR POLISHED ALUMINUM AIR HORNS ROOF MOUNTED	4		\$140.00
726-002	DUAL ELECTRIC HORNS			\$14.00
728-002	DUAL HORN SHIELDS			N/C
312-068	HALOGEN COMPOSITE HEADLAMPS WITH BLACK BEZELS			STD
302-047	LED AERODYNAMIC MARKER LIGHTS			STD
311-020	HEADLIGHTS ON WITH WIPERS, WITH DAYTIME RUNNING LIGHTS WITH ROCKER/TOGGLE MOMENTARY INTERRUPTER SWITCH			\$32.00
294-002	TRUCK-LITE 40 STOP/TAIL WITH SEPARATE BACKUP LIGHTS GROMMET MOUNTED		5	\$93.00
300-015	STANDARD FRONT TURN SIGNAL LAMPS			STD
318-1D7	(2) FLUSH LED UTILITY LIGHTS MOUNTED BACK OF CAB/SLEEPER	6		\$110.00
744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE			\$133.00
797-001	DOOR MOUNTED MIRRORS			STD
796-001	102 INCH EQUIPMENT WIDTH			STD
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS			N/C
74A-001	RH DOWN VIEW MIRROR			\$21.00
729-001	STANDARD SIDE/REAR REFLECTORS			STD
73A-002	REAR REFLECTIVE DEVICE			N/C
677-054	RH AFTERTREATMENT SYSTEM CAB ACCESS WITH PLAIN DIAMOND PLATE COVER			\$87.00
275-064	PARK BRAKE REMINDER WARNING SYSTEM; 2-STAGE ELEC HORN & HAZARD LAMP ALERT CTRL BY PART FILTER REGEN REQ'D STATUS			\$3.00
768-043	63X14 INCH TINTED REAR WINDOW			STD
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS			(\$117.00)
654-011	RH AND LH ELECTRIC POWERED WINDOWS			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
663-013	1-PIECE SOLAR GREEN GLASS WINDSHIELD			STD
659-007	8 LITER (2 GAL) WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITHOUT FLUID LEVEL INDICATOR			STD
Cab Interior				
055-019	RUGGED TRIM PACKAGE			STD
707-107	GRAY & CARBON VINYL INTERIOR "RUGGED"			STD
70K-020	CARBON WITH PREMIUM GUNMETAL ACCENT (RUGGED)			STD
706-013	MOLDED DOOR PANEL			STD
708-013	MOLDED PLASTIC DOOR PANEL			STD
772-006	BLACK MATS WITH SINGLE INSULATION			STD
785-026	(1)DASH MOUNTED 12V POWER OUTLET, (1)DASH MOUNTED DUAL USB-C OUTLET			\$45.00
691-001	FORWARD ROOF MOUNTED CONSOLE			STD
696-012	CENTER STORAGE CONSOLE MOUNTED ON BACKWALL	20		\$26.00
693-019	LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS			STD
738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY			STD
742-007	(2) CUP HOLDERS LH AND RH DASH			STD
680-029	M2/SD DASH			STD
720-003	5 LB. FIRE EXTINGUISHER	10		\$60.00
700-002	HEATER, DEFROSTER AND AIR CONDITIONER			STD
701-013	STANDARD HVAC DUCTING WITH PRE-FILTER FOR OUTSIDE AIR INTAKE			\$19.00
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH			STD
170-045	STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES AT SUPPLY LINES ONLY			\$16.00
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR			STD
702-002	BINARY CONTROL, R-134A			STD
739-034	PREMIUM INSULATION			\$145.00
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES			STD
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM			STD
324-1B2	PREMIUM LED CAB LIGHTING			\$50.00
787-998	NO SECURITY DEVICE			N/C
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME			STD
78G-004	KEY QUANTITY OF 4			\$18.00



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Data Code	Description	Weight Front	Weight Rear	Retail Price
655-028	LH AND RH ELECTRIC DOOR LOCKS WITH AUTO UNLOCK FEATURE WHEN DOOR IS SET FROM OPEN TO CLOSED POSITION			\$23.00
740-998	NO MATTRESS	-20	-15	STD
722-028	TRIANGULAR REFLECTORS KIT WITHOUT FLARES SHIPPED LOOSE IN CAB	10		\$24.00
756-339	PREMIUM ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH 2 AIR LUMBAR, INTEGRATED CUSHION EXTENSION, TILT AND ADJUSTABLE SHOCK	70		\$360.00
760-338	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	25	10	\$355.00
759-006	DUAL DRIVER SEAT ARMRESTS AND INBOARD PASSENGER SEAT ARMREST	6		\$104.00
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS			STD
758-1AK	BLACK VINYL DRIVER SEAT COVER			(\$78.00)
761-1AK	BLACK VINYL PASSENGER SEAT COVER			(\$74.00)
763-103	BLACK SEAT BELTS WITH DRIVER INDICATOR LIGHT AND AUDIBLE ALARM			\$30.00
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN			STD
540-044	4-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL WITH SWITCHES			(\$124.00)
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS			STD

Instruments & Controls

106-004	ELECTRONIC ACCELERATOR CONTROL WITH KICK DOWN FEATURE			\$51.00
732-998	NO INSTRUMENT PANEL-DRIVER			STD
734-022	FULLY CONFIGURABLE CENTER INSTRUMENT PANELS			STD
870-002	BRIGHT ARGENT FINISH GAUGE BEZELS			STD
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM			STD
840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE			STD
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS			STD
721-003	87 DECIBELS TO 112 DECIBELS AUTOMATIC SELF-ADJUSTING BACKUP ALARM		3	\$77.00
149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY			STD
811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY			STD
81B-003	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY			STD
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH			STD
844-001	2 INCH ELECTRIC FUEL GAUGE			STD
845-011	FUEL FILTER RESTRICTION INDICATOR			STD
148-072	ENGINE REMOTE INTERFACE WITH ONE OR MORE SET SPEEDS			\$134.00
48H-003	QUICKFIT POWERTRAIN INTERFACE CONNECTOR UNDER CAB WITH CAPS			\$100.00
48C-003	QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) UNDER CAB WITH CAP			\$6.00
163-014	ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR			N/C
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE			STD
854-008	DIGITAL ENGINE OIL TEMPERATURE IN DRIVER DISPLAY			STD
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE			STD
864-022	DIGITAL TRANSMISSION OIL TEMPERATURE IN DRIVER DISPLAY			\$10.00
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER			STD
830-006	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY AND HOBBS PTO OPERATION HOUR METER	2		\$52.00
372-123	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE			\$60.00
73H-013	(1) BACKUP CAMERA-TOP OF CAB MOUNTED	5		\$420.00
736-141	DETROIT ASSURANCE, ACTIVE BRAKE ASSIST 5 , WITH ADAPTIVE CRUISE CONTROL TO 0 MPH AND ADJUSTABLE HEADWAY	20		N/C
A87-005	NO CAMERA OBSTRUCTION (WINDSHIELD-MOUNTED CAMERA) BY VEHICLE BODY OR EQUIPMENT - DETROIT ASSURANCE SYSTEM			N/C
72J-003	ACTIVE BRAKE ASSIST AND SIDE GUARD ASSIST PHYSICAL OFF SWITCHES (IF EQUIPPED), AND TRAFFIC SIGN DISPLAY VIRTUAL OFF SWITCH (IF EQUIPPED)			N/C



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Data Code	Description	Weight Front	Weight Rear	Retail Price
49B-004	ELECTRONIC STABILITY CONTROL			STD
14L-001	DETROIT SERVICE BRAKE HOLD FUNCTION			N/C
73B-031	DETROIT LANE DEPARTURE WARNING SYSTEM WITH 15 MINUTE OFF TIMEOUT DASH SWITCH	10		STD
679-998	NO OVERHEAD INSTRUMENT PANEL			STD
35M-011	1 QUIKFIT PROGRAMABLE MODULE (QPM/XMC) W/ (4) 20AMP FUSED RELAYS	10		\$840.00
786-113	GENERIC TELEMATICS PREWIRE (CONSTANT BATTERY POWER/IGNITION/GROUND/J1939); RP1226 TYPE CONNECTOR AT PASSENGER SIDE OF DASH END			\$34.00
746-143	7" B-PANEL INTERACTIVE TOUCHSCREEN DISPLAY RADIO W/ USB-C, APPLE CARPLAY, ANDROID AUTO, BLUETOOTH/AM/FM/SXM/WB, WITH MICROPHONE			STD
747-001	DASH MOUNTED RADIO			STD
750-002	(2) RADIO SPEAKERS IN CAB			STD
753-998	NO AM/FM RADIO ANTENNA			STD
749-998	NO CB RADIO MOUNTING PROVISION			STD
75W-006	SHARKFIN MULTI-BAND ANTENNA, CENTRAL ROOF MOUNTING LOCATION: AM/FM/WEATHERBAND, WIFI/BLUETOOTH, SDAR/SIRIUSXM, GNSS/GPS			\$5.00
78C-003	INTEROPERABLE SDAR ANTENNA			STD
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER			STD
817-001	STANDARD VEHICLE SPEED SENSOR			STD
812-001	ELECTRONIC 3000 RPM TACHOMETER			STD
813-1C8	DETROIT CONNECT PLATFORM HARDWARE			STD
8D1-215	5 YEARS DETROIT CONNECT BASE PACKAGE(FEATURES VARY BY MODEL) DETROIT CONNECT PLATFORM			STD
8D3-165	5 YEARS DETROIT CONNECT SAFETY PLUS FOR DETROIT ASSURANCE FOR GEN 4, PLUS SERIES AND X-SERIES BEGINNING IN MY2027			STD
6TS-005	TMC RP1226 ACCESSORY CONNECTOR LOCATED BEHIND PASSENGER SIDE REMOVEABLE DASH PANEL			STD
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP			STD
329-127	TWO EXTRA HARDWIRED SWITCHES IN DASH, ROUTE TO UNDER CAB, BLUNTCUT			\$55.00
4C0-011	CUSTOMER SPECIFIED SWITCH ACTUATOR FOR 1 EXTRA SWITCH			N/C



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Data Code	Description	Weight Front	Weight Rear	Retail Price
4C1-025	HARDWIRE SWITCH #1, ON/OFF LATCHING, 20 AMPS IGNITION POWER			\$90.00
4C2-005	HARDWIRE SWITCH #2, ON/OFF MOMENTARY, 20 AMPS IGNITION POWER			\$40.00
81Y-005	PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS ONLY			\$43.00
264-030	(1) OVERHEAD MOUNTED LANYARD CONTROL FOR DRIVER AIR HORN			STD
482-001	STANDARD TRACTOR PROTECTION VALVE			N/C
883-001	TRAILER HAND CONTROL BRAKE VALVE			N/C
842-006	DIGITAL TURBO AIR PRESSURE IN DRIVER DISPLAY			N/C
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY			STD
660-025	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY WHEN PARK BRAKE SET, TRANSITION TO SLOWEST SPEED			\$19.00
304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS			N/C
882-021	TWO VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR			\$13.00
299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT			STD
298-046	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY			STD
87T-998	NO WRG/SW-OPTL #2, CHAS, AIR			STD

Design

065-000	PAINT: ONE SOLID COLOR			STD
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Color

980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY			STD
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT			STD
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)			STD
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)			STD
964-020	STANDARD BLACK BUMPER PAINT			STD
963-003	STANDARD E COAT/UNDERCOATING			STD

Certification / Compliance



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Data Code	Description	Weight Front	Weight Rear	Retail Price
996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS			STD

Secondary Factory Options

999-014	DEALER HAS BEEN ADVISED OF AND ACCEPTED RESPONSIBILITY FOR MODIFICATIONS DUE TO POSSIBLE PTO/CHASSIS INTERFERENCE			N/C
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Sales Programs

NO SALES PROGRAMS HAVE BEEN SELECTED

TOTAL VEHICLE SUMMARY

Adjusted List Price

Adjusted List Price ** \$198,460.00

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	9552 lbs	7142 lbs	16694 lbs
Dealer Installed Options	0 lbs	0 lbs	0 lbs
Total Weight⁺	9552 lbs	7142 lbs	16694 lbs

ITEMS NOT INCLUDED IN ADJUSTED LIST PRICE

Other Factory Charges

RD1-215	5 YR DETROIT CONNECT CORE PACKAGE -DETROIT CONNECT PLATFORM	STD
RD3-165	5 YR DETROIT CONNECT SAFETY PLUS FOR DETROIT ASSURANCE	STD
PAT-025	STEEL, ALUMINUM, AND CHINA TARIFF IMPACT FEE 108/114 SD AND M2 106/112	\$3,250.00
R27-001	MY27 ESCALATOR	\$3,750.00
P73-2FT	STANDARD DESTINATION CHARGE	\$3,375.00



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Extended Warranty

WAG-075	TOWING: 2 YEARS/UNLIMITED MILES/KM EXTENDED TOWING COVERAGE \$750 CAP FEX APPLIES	\$460.00
	Currency Exchange Rate	1.0000
	Total Extended Warranty (Local Currency)	\$460.00

Dealer Installed Options

		Weight Front	Weight Rear	Price
20009	SUPPLY AND INSTALL 1-LINE WET KIT.	0	0	\$6,500.00
	Total Dealer Installed Options	0 lbs	0 lbs	\$6,500.00

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(**) Prices shown do not include taxes, fees, etc... "Net Equipment Selling Price" is located on the Quotation Details Proposal Report.

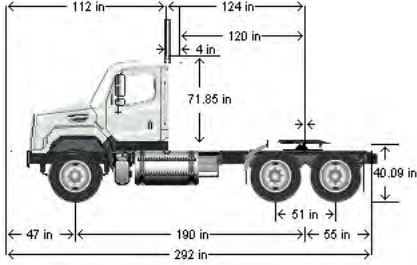
(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.



Prepared for:
 Ashten Lorts
 MISSOURI DOT
 830 MoDOT Drive
 60526CO0171
 JEFFERSON CITY, MO 65109
 Phone: (573) 751-3685

Prepared by:
 Matt Pace
 TRUCK CENTERS, INC.
 2280 FORMOSA RD.
 TROY, IL 62294
 Phone: 618-667-3454

D I M E N S I O N S



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model	114SD
Wheelbase (545)	4825MM (190 INCH) WHEELBASE
Rear Frame Overhang (552)	1400MM (55 INCH) REAR FRAME OVERHANG
Fifth Wheel (578)	JUST JSK37 SERIES 24.0 INCH AIR SLIDE FIFTH WHEEL - 2 INCH SLIDE INCREMENTS
Mounting Location (577)	FIFTH WHEEL 508MM (20.0 INCHES) AHEAD OF SUSPENSION CENTERLINE
Maximum Forward Position (in)	20
Maximum Rearward Position (in)	-4
Amount of Slide Travel (in)	24
Slide Increment (in)	2
Desired Slide Position (in)	0.0
Cab Size (829)	114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682)	NO SLEEPER BOX/SLEEPERCAB
Exhaust System (016)	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE
Cab to Body Clearance (in)	0.0

TABLE SUMMARY - DIMENSIONS



Prepared for:
 Ashten Lorts
 MISSOURI DOT
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 Phone: (573) 751-3685

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Dimensions	Inches
Bumper to Back of Cab (BBC)	112.2
Bumper to Centerline of Front Axle (BA)	46.7
Front Axle to Back of Cab (AC)	65.6
Back of Cab to Centerline of Rear Axle(s) (CA)	124.4
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	120.2
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	4.2
Back of Cab to End of Frame	179.5
Cab Height (CH)	71.9
Fifth Wheel to Centerline of Rear Axle(s) (FW)	0.0
Wheelbase (WB)	190.0
Frame Overhang (OH)	55.1
Overall Frame Length	275.2
Overall Length (OAL)	291.7
Rear Axle Spacing	51.0
Unladen Frame Height at Centerline of Rear Axle	40.1

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



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 MISSOURI DOT
 830 MoDOT Drive
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 Phone: (573) 751-3685

Prepared by:
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 TRUCK CENTERS, INC.
 2280 FORMOSA RD.
 TROY, IL 62294
 Phone: 618-667-3454

F R A M E R B M

VEHICLE SPECIFICATIONS SUMMARY - FRAME RBM

Wheelbase (545)4825MM (190 INCH) WHEELBASE
 Frame Rails (546)..... 11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI(546)
 Yield Strength (psi) 120000
 Section Modulus (per rail) (cu in) 16.979
 RBM (per rail) (lbf-in) 2037600
 Inner Frame Reinforcement (547)..... NO INNER FRAME REINFORCEMENT
 Outer Frame Reinforcement (548)..... NO OUTER FRAME REINFORCEMENT

TABLE SUMMARY - FRAME RBM

Item	Description / Value
Wheelbase	4825MM (190 INCH) WHEELBASE
Frame	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI
Inner Frame Reinforcement	NO INNER FRAME REINFORCEMENT
Outer Frame Reinforcement	NO OUTER FRAME REINFORCEMENT
Yield Strength (psi)	120000
Section Modulus - per rail (cu. in.)	16.98
Frame RBM - per rail (lbf-in)	2037600

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



Certificate Of Completion

Envelope Id: 00D54240-E2A0-85E6-8256-B13746795196

Status: Sent

Subject: Please DocuSign: Routing Packet - 0626PW - Truck Centers Inc - New Freightliners 114SD

Source Envelope:

Document Pages: 29

Signatures: 7

Envelope Originator:

Certificate Pages: 6

Initials: 5

Maura Zackavec

AutoNav: Enabled

Comments: yes

200 N Second St

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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

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maura.zackavec@stcharlescitymo.gov

Signer Events

Matt Pace

mpace@truckcentersinc.com

6/9/2026

Truck Centers, Inc.

Security Level: Email, Account Authentication (None)

Signature

Signed by:

029E481EB068445...

Timestamp

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Accepted: 6/9/2026 3:00:19 PM

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Lawrence Perney

lawrence.perney@stcharlescitymo.gov

Asst. CA

SHI OBO City of St Charles

Security Level: Email, Account Authentication (None)

Signed by:

C2B12E8A759A480...

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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

Timothy Kubat

timothy.kubat@stcharlescitymo.gov

Billing & Collections Manager

City of Saint Charles, MO

Signing Group: Senior Financial Analysts

Security Level: Email, Account Authentication (None)

DS
TK

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Electronic Record and Signature Disclosure:

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Paul Feldmann

paul.feldmann@stcharlescitymo.gov

Purchasing Manager

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

Signed by:

CA2B397B773142A...

Sent: 6/10/2026 4:32:04 PM

Viewed: 6/11/2026 9:22:51 AM

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

Mary Ann Ohms
maryann.ohms@stcharlescitymo.gov
City of Saint Charles, MO
Security Level: Email, Account Authentication (None)

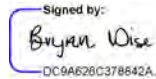
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Electronic Record and Signature Disclosure:
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Bryan Wise
bryan.wise@stcharlescitymo.gov
Assistant City Attorney
City of St. Charles
Signing Group: LEGAL REVIEW
Security Level: Email, Account Authentication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

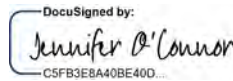
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Signature Adoption: Pre-selected Style
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Jennifer O'Connor
jennifer.oconnor@stcharlescitymo.gov
Director of Finance
City of Saint Charles, MO
Security Level: Email, Account Authentication (None)

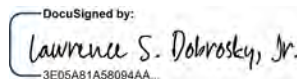
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Signature Adoption: Pre-selected Style
Using IP Address: 35.130.51.195

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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)

DocuSigned by:

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

Sent: 6/11/2026 1:24:07 PM
Viewed: 6/12/2026 11:11:56 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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)

Electronic Record and Signature Disclosure:
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Amy Milstead

amy.milstead@stcharlescitymo.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
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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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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.

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

How to contact SHI OBO City of St Charles:

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

To contact us by email send messages to: lawrence.perney@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.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to lawrence.perney@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.

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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..

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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>.

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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
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- Until or unless you notify SHI OBO City of St Charles as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SHI OBO City of St Charles during the course of your relationship with SHI OBO City of St Charles.



Contract # _____
(City Clerk will Assign)

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

Requesting Department:	Engineering	Department Contact:	Jeff Pittman/Grace Capritta
Vendor Name & NWS#:	SWEETENS CONCRETE SERVICES LLC/6783		
Description/Purpose:	Authorization to execute Change Order No. 2 with Sweetens Concrete Services for the Muegge Road Rehabilitation Project in the amount of \$169,653.58, total project not to exceed \$2,273,127.20.		
Account #:	412-502-502-873101 County \$103,968.38 412-502-502-873199 Federal \$17,640.30 410-502-502-873101 City Streets \$47,954.90		
Project #:	22ENGST038		
Amount of this Routing:	\$ 169,653.58	Change PO #:	2025368
Contract Type:	New Contract	N/A	Coop#:
Contract Term:	To completion	Renewal Options:	N/A
If Renewal or Amendment: C#	C25-138	Amendment #	2
		Renewal #	
Original Contract Value:	\$ 1,653,571.57	Total of Previous Amendments:	\$ 449,902.05
Total Contract Value:	\$ 2,273,127.20		

DS
WJG

Certifications: to be completed by Originating Department Director

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

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

Printed Name: Dan Mann	Signature: <small>DocuSigned by:</small> <i>Dan Mann</i>	6/11/2026
--------------------------------------	---	-----------

ROUTING	Signature/Date
Purchasing Review (Compliant with Chapter 145 and City Terms)	<small>Signed by:</small> <i>Paul Feldmann</i> 6/11/2026
Department of Law (for Legality only)	<small>Signed by:</small> <i>Bryan Wise</i> 6/11/2026
Director of Finance (Funds Available)	<small>DocuSigned by:</small> <i>Jennifer O'Connor</i> 6/12/2026
Director of Administration (Recommend Approval)	<small>DocuSigned by:</small> <i>Lawrence S. Dobrosky, Jr.</i> 6/12/2026
City Council Approval on Consent Agenda	
Mayor (Signature Indicating Approval)	
City Clerk (Signature, Seal and Contract # Assigned)	

Legal has reviewed form of agreement: DS
MLO



RCA FORM (OFFICE USE ONLY)

Bill # _____

MEETING/DATE: 06/23/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 6

Sponsor(s): CONSENT AGENDA

Description:

Authorization to execute Change Order No. 2 with Sweetens Concrete Services for the Muegge Road Rehabilitation Project in the amount of \$169,653.58, total project not to exceed \$2,273,127.20.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

This Change Order No. 2 is for Sweetens Concrete Services to perform additional work requested by the City. The major items of work associated with this change order includes additional diamond grinding and seeding along Muegge Road and additional concrete pavement replacement with new curb and gutter along Old Muegge Road from the intersection of Muegge Road to the Watson's entrance. St. Charles County is contributing additional funding towards these improvements.

Staff recommends approval of this change order.

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

Fiscal Impact: 169,653.58 **Change PO #:** 2025368

Account #: 412-502-502-873101 County \$103,968.38
412-502-502-873199 Federal \$17,640.30
410-502-502-873101 City Streets \$47,954.90

Project #: 22ENGST038

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

Muegge Road Rehab Project Location Map



Muegge Road from Mexico Road to Old Muegge Road



CHANGE ORDER NO. 2

Contract Number: STP7302(692) / 22STR38

Bid Number 4780

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

OWNER: City of St. Charles, Missouri

CONTRACTOR: SWEETENS CONCRETE SERVICES

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

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

LINE NO.	ITEM NO.	ITEM DESCRIPTION	UNITS	PLAN QUANTITY/ QUANTITY PREVIOUSLY PROVIDED FOR	QUANTITY TO BE CONSTRUCTED	QUANTITY OVERRUN/ UNDERRUN/ CONTINGENT	CONTRACT OR AGREED UNIT PRICE	AMOUNT OF OVERRUN OR PLUS CONTINGENT	AMOUNT OF UNDERRUN OR MINUS CONTINGENT
3	203-60.20	Modified Subgrade (Excavation and Backfill for Unsuitable Material)(Muegge)	SY	340.8	115.5	225.30	\$31.75		\$7,153.28
6	502-99.98	Remove and Replace 8" Pavement (Old Muegge)	SY	11114.3	12284.3	1170.00	\$84.85	\$99,274.50	
17	609-20.90	Remove and Replace Integral Curb (6" Height and Under) (Muegge)	LF	3,996.00	3,428.00	568.00	\$13.50		\$7,668.00
24	627-10.00	Diamond Grinding (Muegge)	SY	22,081.20	21,814.20	267.00	\$9.15		\$2,443.05
26	803-20.00	Strip Sodding (Muegge)	SY	1,019.00	0.00	1019.00	\$17.65		\$17,985.35
27	805-10.00	Seeding (Muegge)	AC	0.24	0.00	0.24	\$31,579.95		\$7,579.19
34	<6200030>	Preformed thermoplastic pavement marking, Word (ONLY) (Old Muegge)	EA	3.00	4.00	1.00	\$526.35	\$526.53	
35	<6205902A>	6 IN. White High Build Waterborne Pavement Marking Paint, Type L Beads (Old Muegge)	L.F.	6,580	6,725	145	\$1.05	\$152.25	
36	<6205903A>	6 IN. Yellow High Build Waterborne Pavement Marking Paint, Type L Beads (Old Muegge)	L.F.	9,899	10,462	563	\$1.05	\$591.15	
42	<9027400>	Conduit, 4 IN, Pushed With Tracer Wire (Muegge)	LF	187	0	187	\$27.40		\$5,123.80
45	<9028820>	Pullbox, Concrete, Standard (Muegge)	EA	2	0	2	\$5,557.90		\$11,115.80
55	CI CO2	Mobilization (Old Muegge)	LS	0	1	1	\$6,855.00	\$6,855.00	
56	CI CO2	Standard Traffic Control Devices (Old Muegge)	LS	0	1	1	\$5,970.00	\$5,970.00	
57	CI CO2	18" Curb and Gutter (Old Muegge)	LF	0	600	600	\$79.55	\$47,730.00	
58	CI CO2	Additional Diamond Grinding Phase 2 (Grinder Works)(Muegge)	LS	0	1	1	\$39,915.67	\$39,915.67	
59	CI CO2	Seed and Blanket (Muegge)	AC	0	0.57	0.57	\$45,375.00	\$25,863.75	
60	CI CO2	Message Boards (Old Muegge)	LS	0	1	1	\$1,700.00	\$1,700.00	
61	CI CO2	Traffic Signs (Old Muegge)	LS	0	1	1	\$143.20	\$143.20	
							TOTAL	\$228,722.05	\$59,068.47

ORIGINAL CONTRACT AMOUNT= \$1,653,571.57
PREVIOUS CHANGE ORDER AMOUNT= \$449,902.05
CHANGE ORDER #2 AMOUNT= \$169,653.58

TOTAL CONTRACT AMOUNT AFTER THIS CHANGE ORDER= \$2,273,127.20

MoDOT _____ Date _____

Sweetens Concrete Services
CONTRACTOR

City of St. Charles, Missouri
OWNER

By: [Signature] Date 5/13/26

By: Daniel J. Borgmeyer Date _____
Mayor

ATTEST:
By: [Signature] Date 5/13/26

ATTEST:

City Clerk Date _____

CERTIFICATE OF DIRECTOR OF FINANCE

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

DocuSigned by:
Jennifer O'Connor 6/12/2026
Director of Finance _____ Date
Jennifer O'Connor

Change Order No. 2

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

- **Line No. 3** – Modified Subgrade (Excavation and Backfill for Unsuitable Material) – Under Run

(225.30 SY @ \$31.75)

The quantity for modified subgrade was less than originally estimated due to fewer areas of unsuitable material being encountered during roadway excavation operations than anticipated in the original bid quantities.

- **Line No. 17** – Remove and Replace Integral Curb (6" Height and Under) (Muegge) – Under Run (568.00 LF @ \$13.50)

The quantity for removal and replacement of integral curb was less than estimated because fewer sections required replacement after field review and construction operations.

- **Line No. 24** – Diamond Grinding (Muegge) – Under Run (267.00 SY @ \$9.15)

The quantity for diamond grinding was less than originally estimated due to adjustments made during construction and final field measurements of pavement areas requiring grinding.

- **Line No. 26** – Strip Sodding (Muegge) – Under Run (1019.00 SY @ \$17.65)

The quantity for strip sodding was eliminated because the disturbed areas were revised to receive seed and blanket treatment in lieu of sod installation.

- **Line No. 27** – Seeding (Muegge) – Under Run (0.24 AC @ \$31,579.95)

The quantity for seeding was eliminated from because of the project being converted to seed and blanket treatment for final restoration.

- **Line No. 42** – Conduit, 4 IN, Pushed with Tracer Wire (Muegge) – Under Run (187 LF @ \$27.40)

The need for 4-inch conduit installed by push method with tracer wire was eliminated due to field adjustments to the final signal and utility installation requirements.

- **Line No. 45** – Pull Box, Concrete, Standard (Muegge) – Under Run (2 EA @ \$5,557.90)

The need for standard concrete pull boxes was eliminated due to revisions made to the final conduit and utility layout during construction.

- **Line No. 58** – Additional Diamond Grinding Phase 2 (Grinder Works) (Muegge) – Over Run (1 LS @ \$39,915.67) Additional diamond grinding work was required during Phase 2

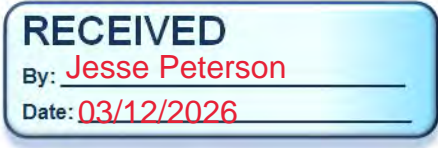
operations to address pavement surface conditions and provide a smooth riding surface acceptable to the City.

- **Line No. 59** – Seed and Blanket (Muegge) – Over Run (0.50 AC @ \$45,375.00)

Seed and blanket restoration was used rather than sod and seed treatment. This is a field measured quantity.

- **Old Muegge** - Combined Reason for Lines No. 6, 34, 35, 36, 55, 56, 57, 60, and 61 – Total \$166,118.88

Additional work on Old Muegge Road was added to the project scope by the city after construction operations had begun on the main Muegge Road Rehabilitation Project. The added scope includes the removal and replacement of about 300 FT. of Old Muegge Road, starting at its tie into Muegge Road and going north towards Mexico Road. All these items of work are necessary to complete this improvement.



Change Order 01

	Participation	Non-Participation	Total
This Change Order	\$ 449,902.05	\$ 0.00	\$ 449,902.05
Previous Change Order	\$ 0.00	\$ 0.00	\$ 0.00
Total	\$ 449,902.05	\$ 0.00	\$ 449,902.05

Original Contract Amount = \$ 1,653,571.57

Change Order Amount = \$ 449,902.05

Adjusted Construction Contract Amount = \$ 2,103,473.62

Federal Project No: STP-7302(692)

Location: Muggge Road

LPA Name: City of Saint Charles

Approved & Uploaded: 04/02/2026

CHANGE ORDER NO. 1

Contract Number: STP7302(692) / 22STR38

Bid Number 4780

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

OWNER: City of St. Charles, Missouri

CONTRACTOR: SWEETENS CONCRETE SERVICES

On this 4th day of March, 2026, it is hereby agreed by and between the Owner and the Contractor that the following modifications shall be made to the plans and specifications of the contract between the parties.

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

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

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

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

Jesse Peterson
Jesse Peterson
2026.03.27 12:18:28
-05'00'

Brandi Baldwin
Digitally signed by Matthew N Jansson
DN: cn=Matthew N Jansson, o=Missouri Department
of Transportation, ou,
email=Matthew.Jansson@modot.mo.gov, c=US
Date: 2026.04.02 09:13:50 -05'00'
Adobe Acrobat version: 2024.001.20604

MoDOT _____ Date _____

MoDOT _____ Date _____

Sweetens Concrete Services
CONTRACTOR _____

City of St. Charles, Missouri
OWNER _____

Aaron Sweeten
By: Aaron Sweeten _____ 2/13/2026
Date

DocuSigned by:
Daniel J. Borgmeyer 3/4/2026
By: Daniel J. Borgmeyer _____ Date
70E399BA7AA426...
Mayor

ATTEST:
Cristin Berandzen
By: Cristin Berandzen _____ 2/13/2026
Date

ATTEST:
Signed by:
Kimberly Hudson 3/4/2026
By: Kimberly Hudson _____ Date
70E399BA7AA426...
City Clerk



CERTIFICATE OF DIRECTOR OF FINANCE

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

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

CHANGE ORDER

No.1

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

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

Reason for Change Order:

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

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

Reason for Change Order:

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

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

Reason for Change Order:

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

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

Reason for Change Order:

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

Price is T&M for removing and replacing the old reflectors .

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

Reason for Change Order:

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

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

Reason for Change Order:

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

Re - Mobilization: Additional bond: \$6,860 / Previous Winter Service: \$2,517.50 / Future Winter Service: \$10,350.00

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

Reason for Change Order:

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

Price is for extending the jobs time and needing to keep the traffic control in place longer.

Sweetens Concrete Services, LLC
 450 E 1st St S
 Wright City MO 63390

636-887-2332
 636-887-0122



Change Order Request

COR Number: 001

Date: 1/9/2026

Project Number: 252557

Contract Date: 5/9/2025

To:	Project:
City of St. Charles Attn: Reginald Johnson 200 North Second Street, Room 202 St. Charles MO 63301	Muegge Road

Description of Change:

CHANGE ORDER #1: \$7205.15

Remove street reflectors and patch.
 64 HR @ \$100/HR = \$6,400
 Patch = \$805.15

Project Original Contract Sum	1,653,571.57
Total of Previously Approved Change Orders	0.00
Contract Amount Prior to this Change Order	1,653,571.57
Proposed Contract Amount of this Change Order	7,205.15
Proposed Contract Amount Including this Change Order	1,660,776.72

Accepted By:

_____	_____	_____
Contractor <i>(Company Name)</i>	Owner <i>(Company Name)</i>	Other <i>(Company Name)</i>
_____	_____	_____
By <i>(Signature)</i>	By <i>(Signature)</i>	By <i>(Signature)</i>
_____	_____	_____
Printed Name	Printed Name	Printed Name
_____	_____	_____
Date	Date	Date

	Owner's Change Order Number	

Sweetens Concrete Services, LLC
 450 E 1st St S
 Wright City MO 63390

636-887-2332
 636-887-0122



Change Order Request

COR Number: 006

Date: 3/23/2026

Project Number: 252557

Contract Date: 5/9/2025

To:	Project:
City of St. Charles Attn: Reginald Johnson 200 North Second Street, Room 202 St. Charles MO 63301	Muegge Road

Description of Change:

CHANGE ORDER: 5,017.15

39 CY @ \$13.30/CY = \$518.70
 45 HR @ \$100/HR = \$4,500.00
 Deduct for negotiated price = (\$1.55)

Project Original Contract Sum	1,653,571.57
Total of Previously Approved Change Orders	449,902.05
Contract Amount Prior to this Change Order	2,103,473.62
Proposed Contract Amount of this Change Order	5,017.15
Proposed Contract Amount Including this Change Order	2,108,490.77

Accepted By:		
Contractor <i>(Company Name)</i>	Owner <i>(Company Name)</i>	Other <i>(Company Name)</i>
By <i>(Signature)</i>	By <i>(Signature)</i>	By <i>(Signature)</i>
Printed Name	Printed Name	Printed Name
Date	Date	Date
	Owner's Change Order Number	

Sweetens Concrete Services, LLC
 450 E 1st St S
 Wright City MO 63390

636-887-2332
 636-887-0122



Change Order Request

COR Number: 003

Date: 3/3/2026

Project Number: 252557

Contract Date: 5/9/2025

To:	Project:
City of St. Charles Attn: Reginald Johnson 200 North Second Street, Room 202 St. Charles MO 63301	Muegge Road

Description of Change:

Remobilization: \$19727.50

Additional Bond: \$6,860.00

Hot Water: 905 CY @ \$8.00/CY = \$12,867.50

Project Original Contract Sum	1,653,571.57
Total of Previously Approved Change Orders	449,902.05
Contract Amount Prior to this Change Order	2,103,473.62
Proposed Contract Amount of this Change Order	19,727.50
Proposed Contract Amount Including this Change Order	2,123,201.12

Accepted By:		
_____ <i>Contractor (Company Name)</i>	_____ <i>Owner (Company Name)</i>	_____ <i>Other (Company Name)</i>
_____ <i>By (Signature)</i>	_____ <i>By (Signature)</i>	_____ <i>By (Signature)</i>
_____ Printed Name	_____ Printed Name	_____ Printed Name
_____ Date	_____ Date	_____ Date
	_____ Owner's Change Order Number	

Sweetens Concrete Services, LLC
 450 E 1st St S
 Wright City MO 63390

636-887-2332
 636-887-0122



Change Order Request

COR Number: 004

Date: 3/3/2026

Project Number: 252557

Contract Date: 5/9/2025

To:	Project:
City of St. Charles Attn: Reginald Johnson 200 North Second Street, Room 202 St. Charles MO 63301	Muegge Road

Description of Change:

C/O: Traffic Control: \$13,295

Traffic Control Devices: \$4,595
 Labor: 87 HR @ \$100/HR = \$8,700

Project Original Contract Sum	1,653,571.57
Total of Previously Approved Change Orders	449,902.05
Contract Amount Prior to this Change Order	2,103,473.62
Proposed Contract Amount of this Change Order	13,295.00
Proposed Contract Amount Including this Change Order	2,116,768.62

Accepted By:		
_____ Contractor <i>(Company Name)</i>	_____ Owner <i>(Company Name)</i>	_____ Other <i>(Company Name)</i>
_____ By <i>(Signature)</i>	_____ By <i>(Signature)</i>	_____ By <i>(Signature)</i>
_____ Printed Name	_____ Printed Name	_____ Printed Name
_____ Date	_____ Date	_____ Date
	_____ Owner's Change Order Number	

CONTRACT AGREEMENT

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

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

ARTICLE 1. Scope of Work:

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

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

ARTICLE 2. Time of Completion:

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

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

ARTICLE 3. The Contract Sum:

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

ARTICLE 4. Progress Payments:

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

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

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

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

As a consideration for such payment, the City shall have the right to enter upon and put into proper service, any or all parts of the work which may be in condition for use. No claim or charge is to be made by the Contractor for such use, nor is such use to be construed as an acceptance by the City of any part of the work so used.

ARTICLE 5. Acceptance and Final Payment:

Upon satisfactory completion of the work as determined by final inspection, and when the final estimate has been prepared and certified by the Engineer, they will submit to the City a final certificate stating that the work has been completed, under the terms and conditions thereof, and the amount, based on the final estimate, remaining due the Contractor. The City will then accept the work as fully completed and will, not later than sixty (60) days thereafter pay the Contractor the entire sum so found due thereunder after deduction of all previous payments and all percentages and amounts to be kept and retained under provisions of this Contract; provided however, and it is understood and agreed, that as a precedent to receiving final payment, the Contractor shall submit to the City a sworn affidavit that all bills for labor, service, materials, and subcontractors have been paid and that there are no suits pending in connection with the work done or labor and materials furnished under the Contract. All prior certificates and estimates, being approximate only, are subject to correction in the final estimate and payment.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor and the Engineer so certifies, the Owner shall upon certificate of the Engineer, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions covering final payment, and it shall not constitute a waiver of claims by the City.

ARTICLE 6. The Contract Documents:

The information for and instruction to bidders, the proposal, the bond, the general conditions of the contract, the specifications, and the drawings, together with the agreement, form the contract and they are as fully a part of this contract as if thereto attached or repeated.

ARTICLE 7. Prevailing Wage:

Not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, must be paid to all workers performing work under the contract. The contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.

ARTICLE 8. Choice of Law and Venue Provision:

Choice of Law: This contract shall be deemed to have been fully executed, made by the parties in, and governed by the laws of the State of Missouri for all purposes and intents. Venue shall be vested in courts of appropriate jurisdiction in St. Charles County, Missouri.

ARTICLE 9. Performance and Payment Bonds:

Contractor shall execute a performance and payment bond equal to the amount of the contract as required by Section 145.020 of the Code of Ordinances of the City of St. Charles.”

§ 145.020 BONDS FOR CONTRACTORS DOING PUBLIC WORK.

On all contracts for public work of any kind to be performed for the city, every contractor entering into contract with the city for any such public work shall execute therewith and file in the office of the City Clerk a bond, with good and sufficient sureties to be approved by the Mayor, in an amount, unless otherwise fixed by the City Council, equal to the contract price for such work, and conditioned among other things for the faithful performance of their contract, the payment of any and all materials, lubricants, oil, gasoline, grain, hay, feed, coal and coke, repairs on machinery, groceries and foodstuffs, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums, both for compensation, and for all other kinds of insurance, on the work, and for all labor performed in such work whether by subcontractor or otherwise.

ARTICLE 10. Compliance with City Code:

Contractor shall be in compliance with all City Code of Ordinances, including Section 145.040 regarding the registration of sex offenders with the Police Department.

ARTICLE 11. Compliance with City Project Management Methods:

The Contractor shall comply with the City of St. Charles Project Management Manual (PMM) in the management, execution, and final delivery of the project.

ARTICLE 12. Compliance with Federal Work Authorization Requirements:

Contractor acknowledges award of this Contract requires compliance with Section 285.530(2) RSMo. (Cumm. Supp. 2008) regarding enrollment and participation in the federal work authorization program with respect to all persons working in connection with the contracted services. Contractor represents and warrants that it is in compliance with Section 285.530 at the time of award of this Contract. A sworn affidavit and supporting documentation affirming participation in a qualified work authorization program and that Contractor does not knowingly

employ any person who is an unauthorized alien in connection with the services to be performed pursuant to this Contract is attached to this Contract and incorporated herein by this reference.

ARTICLE 13. Construction Safety Training Programs

The contractor and all subcontractors to the contract must require all on-site employees to complete the ten-hour construction safety training program required under Section 292.675 RSMo, if they have not previously completed the program and have documentation of having done so. The contractor will forfeit a penalty to the City of St. Charles of \$2500 plus an additional \$100 for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.

ARTICLE 14. Transient Employer Obligations

Every transient employer, as defined in Section 285.230 RSMo., must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) the notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under Section 285.234, RSMo., be liable for a penalty of \$500 per day until the notices required by this section are posted as required by statute.

ARTICLE 15. Proof of Lawful Presence

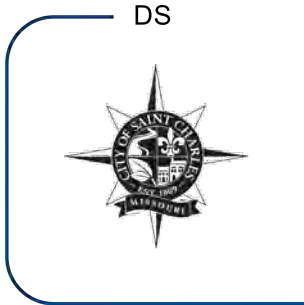
Contractor acknowledges award of this City Contract requires compliance with Section 208.009 RSMo. which requires Contractor to provide City with affirmative proof that he/she is a citizen or permanent resident of the United States or is lawfully present in the United States prior to the City awarding Contractor with this contract.

ARTICLE 16. Nondiscrimination

Contractor agrees in the performance of this agreement that it will not discriminate against any employee or applicant for employment, in the selection and retention of subcontractors, or in procurement of materials and leases of equipment with regard to the work performed during this Contract, on the basis of race, creed, color, age, sex, national origin, ancestry, religion, or political opinion or affiliation.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement the date of the year first above written.

CITY OF SAINT CHARLES, MISSOURI



DocuSigned by:
Daniel J. Borgmeyer 5/7/2025
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By: Dan Borgmeyer, Mayor Date

Attest:
DocuSigned by:
Kimberly Hudson 5/9/2025
70E399BA7AAF426...
City Clerk Kimberly Hudson

(CONTRACTOR)

Sweetens Concrete Services
[Signature]
By: Aaron Sweeten

03/31/2025
Date

Attest:
[Signature]
Secretary *Cristin Berendzen*, Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

DocuSigned by:
Jennifer O'Connor 4/30/2025
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Director of Finance, St. Charles Date
Jennifer O'Connor

Certificate Of Completion

Envelope Id: 8FC18FC5-16BD-8F60-817B-D20938866C2C

Status: Sent

Subject: Please DocuSign: Yellow-CRS-Electronic Routing_22ENGST038 Muegge Road Rehab (Old Muegge CO #2)

Source Envelope:

Document Pages: 20

Signatures: 6

Envelope Originator:

Certificate Pages: 3

Initials: 5

Grace Capritta

AutoNav: Enabled

200 N Second St

Envelopeld Stamping: Enabled

Saint Charles, MO, MO 63301

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

grace.capritta@stcharlescitymo.gov

IP Address: 35.130.51.195

Record Tracking

Status: Original

Holder: Grace Capritta

Location: DocuSign

6/8/2026 3:18:26 PM

grace.capritta@stcharlescitymo.gov

Signer Events

Dan Mann

daniel.mann@stcharlescitymo.gov

Director of Engineering

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

147DA4446E33432...

Signature Adoption: Pre-selected Style

Using IP Address: 172.59.169.131

Signed using mobile

Timestamp

Sent: 6/8/2026 3:19:35 PM

Resent: 6/11/2026 8:27:19 AM

Viewed: 6/11/2026 8:27:53 AM

Signed: 6/11/2026 8:28:08 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Willie Hantack

William.Hantack@stcharlescitymo.gov

Audit & Accounting Manager

City of Saint Charles, MO

Signing Group: Senior Financial Analysts

Security Level: Email, Account Authentication (None)

Signature Adoption: Uploaded Signature Image

Using IP Address: 35.130.51.195

Sent: 6/11/2026 8:28:10 AM

Viewed: 6/11/2026 11:51:30 AM

Signed: 6/11/2026 11:51:38 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Paul Feldmann

paul.feldmann@stcharlescitymo.gov

Purchasing Manager

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

Signed by:

CA2B397B73142A...

Signature Adoption: Pre-selected Style

Using IP Address: 35.130.51.195

Sent: 6/11/2026 11:51:40 AM

Viewed: 6/11/2026 2:39:43 PM

Signed: 6/11/2026 2:40:41 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Mary Ann Ohms

maryann.ohms@stcharlescitymo.gov

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

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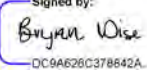
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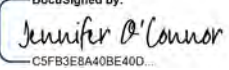
Signer Events**Signature****Timestamp**

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:
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Signed by:

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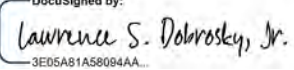
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Jennifer O'Connor
 jennifer.oconnor@stcharlescitymo.gov
 Director of Finance
 City of Saint Charles, MO
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
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DocuSigned by:

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Lawrence S. Dobrosky, Jr.
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 Director of Administration
 City of Saint Charles, MO
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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Emily B. Galantowicz
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 Assistant City Clerk
 City of Saint Charles, MO
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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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Daniel J. Borgmeyer
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 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Kim Hudson
 kimberly.hudson@stcharlescitymo.gov
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

City Clerk - Assign Contract #

Signing Group: City Clerk - Assign Contract #
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Carla Bray carla.bray@stcharlescitymo.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 6/8/2026 3:19:35 PM Viewed: 6/11/2026 8:34:54 AM
Carla Bray carla.bray@stcharlescitymo.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 6/12/2026 8:21:30 AM Viewed: 6/12/2026 8:24:35 AM
Amy Milstead amy.milstead@stcharlescitymo.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps



Contract # _____
(City Clerk will Assign)

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

Requesting Department:	Engineering	Department Contact:	Jonathan Swagman/Grace C
Vendor Name & NWS#:	HR Green, Inc / 9995		
Description/Purpose:	Authorization to execute an agreement with HR Green, Inc for First Capitol Shared Use Path (SUP) Bridge in an amount not to exceed \$258,699.12.		
Account #:	410-502-502-873-101 - \$12,000.00 412-50-502-873-199 (FED) - \$160,000.00 420-502-502-873-101 - \$86,699.12		
Project #:	26ENGST004		
Amount of this Routing:	\$ 258,699.12	Requisition #:	20260661
Contract Type:	New Contract	N/A	Coop#:
Contract Term:	Until Contract Completion	Renewal Options:	
If Renewal or Amendment: C#	Amendment #	Renewal #	
Original Contract Value:	\$	Total of Previous Amendments:	\$
Total Contract Value:	\$ 258,699.12		

DS
MJS

Certifications: to be completed by Originating Department Director

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

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

Printed Name: Dan Mann	Signature: <small>DocuSigned by:</small> <i>Dan Mann</i>	6/11/2026
--------------------------------------	---	-----------

ROUTING	Signature/Date
Purchasing Review (Compliant with Chapter 145 and City Terms)	<small>Signed by:</small> <i>Paul Feldmann</i> 6/15/2026
Department of Law (for Legality only)	<small>Signed by:</small> <i>Bryan Wise</i> 6/16/2026
Director of Finance (Funds Available)	<small>DocuSigned by:</small> <i>Jennifer O'Connor</i> 6/16/2026
Director of Administration (Recommend Approval)	<small>DocuSigned by:</small> <i>Lawrence S. Dobrosky, Jr.</i> 6/16/2026
City Council Approval on Consent Agenda	
Mayor (Signature Indicating Approval)	
City Clerk (Signature, Seal and Contract # Assigned)	

Legal has reviewed form of agreement: DS
MLO



RCA FORM (OFFICE USE ONLY)

Bill # _____

MEETING/DATE: 06/23/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 2

Sponsor(s): Consent Agenda

Description:

Authorization to execute an agreement with HR Green, Inc for First Capitol SUP Bridge in an amount not to exceed \$258,699.12.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

This agreement is an engineering services contract with HR Green for the design of new shared use path (SUP) bridge over First Capitol Drive south of Kingshighway. In addition to the pedestrian bridge, the project improvements include connecting to the new SUP to improvements being constructed along First Capitol Drive with adjacent projects along the roadway in this location. This project has been awarded federal TAP funding.

Staff recommends approval of the agreement.

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

Fiscal Impact: 258,699.12

Requisition #: 20260661

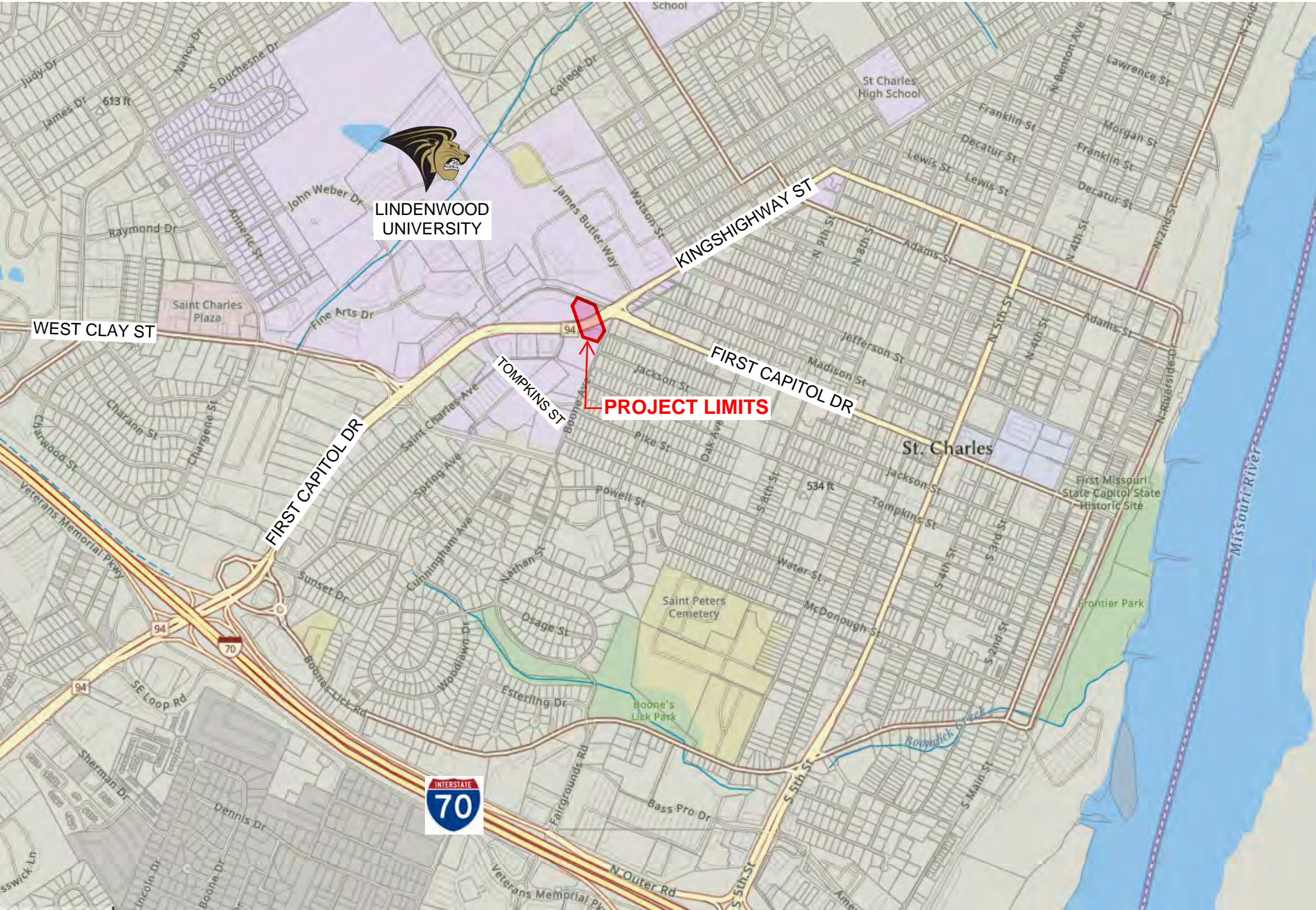
Account #: 410-502-502-873-101 - \$12,000.00
412-50-502-873-199 (FED) - \$160,000.00
420-502-502-873-101 - \$86,699.12

Project #: 26ENGST004

RCA prepared by: JRS / GC Dept. Dir. Finance Dir. Dir. of Admin.

Attachment A1

**Project Location Map
First Capitol Drive Shared Use Path Bridge**



SPONSOR: City of St. Charles
LOCATION: First Capitol Drive at Kingshighway, St. Charles, St. Charles County
PROJECT: First Capitol Drive Shared Use Path Pedestrian Bridge
TAP-7302(722)

THIS CONTRACT is between *St. Charles, Missouri*, hereinafter referred to as the "Local Agency", and *HR Green, Inc.*, hereinafter referred to as the "Engineer".

INASMUCH as funds have been made available by the Federal Highway Administration through its *Transportation Alternatives Program (TAP)*, coordinated through the Missouri Department of Transportation, the Local Agency intends to *construct a shared use path pedestrian bridge over First Capitol Drive* and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, and design of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

ARTICLE I – SCOPE OF SERVICES

See Attachment A

ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

- A. DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0% of the total Agreement dollar value.
- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, 0% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING <u>ADDRESS</u>	TYPE OF DBE <u>SERVICE</u>	TOTAL \$ VALUE OF THE DBE <u>SUBCONTRACT</u>	CONTRACT \$ AMOUNT TO APPLY TO TOTAL <u>DBE GOAL</u>	PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO <u>TOTAL GOAL</u>
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ARTICLE III-ADDITIONAL SERVICES

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the

additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the Local Agency;
- B. provide the Engineer with the Local Agency's requirements for the project;
- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);
- F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

ARTICLE V - PERIOD OF SERVICE

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

- A. PS&E Approval by MODOT shall be completed on **September 31, 2028**
- ~~B. Construction Phase shall be completed 60 days after construction final completion schedule.~~

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

ARTICLE VI – STANDARDS

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current

version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT’s Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

ARTICLE VII - COMPENSATION

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

- A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of **\$26,066.79**, with a ceiling established for said design services in the amount of **\$258,699.12**, which amount shall not be exceeded.
- ~~B. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$ _____, with a ceiling established for said inspection services in the amount of \$ _____, which amount shall not be exceeded.~~
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:
 - 1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
 - 2. An amount calculated at **59.92%** of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
 - 3. An amount calculated at **123.39%** of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
 - 4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
 - 5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.

- E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.
- H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of:

Sub-Consultant Name	Address	Services
EFK Moen	13523 Barrett Pkwy Dr. #250 Ballwin, MO 63021	Surveying, Property Descriptions, Plats
SCI Engineering	130 Point West Boulevard St. Charles, Missouri, 63301	Geotechnical Investigation, Cultural Resources Survey

ARTICLE X - PROFESSIONAL ENDORSEMENT

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

ARTICLE XI - RETENTION OF RECORDS

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

ARTICLE XII - OWNERSHIP OF DOCUMENTS

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT

- A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.
- B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the

services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

- C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.
- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.
- E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.
 - 1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
 - 2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.
 - 3. Any material contract breach by the Local Agency.

ARTICLE XIV - DECISIONS UNDER THIS CONTRACT

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

ARTICLE XV - SUCCESSORS AND ASSIGNS

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XVI - COMPLIANCE WITH LAWS

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

ARTICLE XVIII - NONDISCRIMINATION

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, religion, sex, sexual orientation, gender identity, color, national origin, age, or disability in the selection and retention of subcontractors. The Engineer will comply with state and federal statutes and regulations related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of race, religion, sex, sexual orientation, gender identity, color, national origin, age, or disability. The Engineer shall provide all information and reports, and permit access to its records, as determined by the Department of Transportation to be necessary to ascertain compliance with this section. If the Engineer fails to comply with this section, the Local Agency may withhold payments under the Agreement or cancel, terminate, or suspend the Agreement.

ARTICLE XIX – LOBBY CERTIFICATION

CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

ARTICLE XX – INSURANCE

- A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.
- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

C. The Engineer's insurance coverage shall be for not less than the following limits of liability:

- 1. Commercial General Liability:
 - Each Occurrence \$4,000,000
 - Personal & Advertising Injury \$4,000,000
 - Products/Completed Operations
 - Aggregate \$4,000,000
 - General Aggregate \$4,000,000

An umbrella or excess liability policy may be used to attain the shown commercial general liability limits.

Policy shall not contain any endorsements that remove or restrict the following coverages:

- a. Contractual Liability
 - b. Explosion, Collapse & Underground
 - c. Independent Contractors
- 2. Automobile Liability: \$4,000,000 Each Accident, Combined Single Limits, Bodily Injury and Property Damage. An umbrella or excess liability policy may be used to attain the shown commercial general liability limits.
 - 3. Worker's Compensation in accordance with the statutory limits; and
 - Bodily Injury by Accident \$550,000 each accident
 - Bodily Injury by Disease \$550,000 policy limit
 - Bodily Injury by Disease \$550,000 each employee
 - 4. Professional (“Errors and Omissions”) Liability: \$4,000,000, each claim and in the annual aggregate.

D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer’s commercial general or professional liability (“Errors and Omissions”) policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.

E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

ARTICLE XXI - ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Attachment C - Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions.

Attachment D - Certification Regarding Debarment, Suspension, and Ineligibility and
Voluntary Exclusion - Lower Tier Covered Transactions.

Attachment E – DBE Contract Provisions

Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this ____ day of _____, 20__.


Executed by the County/City this __ day of _____, 20__.

FOR: CITY OF SAINT CHARLES, MISSOURI

BY: _____
Title:

ATTEST: _____

FOR: HR GREEN, INC.

BY:  _____
Jason S. Dohrmann, PE - Vice-President

ATTEST:  _____

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

DocuSigned by:

C5FB3E8A40BE40D _____ 6/16/2026
ACCOUNTING OFFICER
Jennifer O'Connor

ATTACHMENT A

SCOPE OF SERVICES

First Capitol Drive Shared Use Path Pedestrian Bridge
26ENGST004; TAP-7302(722)

PROJECT DESCRIPTION

First Capitol Drive is a major gateway into the City of Saint Charles downtown and economic center. This project focuses on providing the highest level of safety for pedestrians/bicyclists crossing First Capitol Drive by providing a shared use path (SUP) bridge over First Capitol Drive. All of the improvements including the approaches to the new bridge will be designed to meet ADA requirements. Lindenwood University owns the property on either side of the proposed bridge. These improvements will require additional easements from the two (2) Lindenwood owned parcels.

GENERAL

The ENGINEER will develop detailed plans, job special provisions, and an opinion of estimated construction cost for the improvements. This scope of services includes the completion of four (4) tasks as detailed below. Plans will be developed in accordance with the procedures required by the Missouri Department of Transportation, LPA Manual. The ENGINEER will develop deliverables for the following four submittals (items 1 through 4), and submit to the CITY, MoDOT, and County Road Board for review and approval:

1. Conceptual Design Study
2. Preliminary Plan Phase
3. Right-of-Way Plan Phase
4. Final Design Plan Phase

PROJECT ASSUMPTIONS

The following assumptions were made in developing this scope of services:

1. Federal Funding: This project is federally funded through the Transportation Alternatives Program, TAP-7302(722), and all aspects of this project will need to follow procedures outlined in the MoDOT LPA Manual.
2. Conceptual Design Study: The conceptual design study will determine the length and width of the new shared use path bridge. It will also present options for the look and style of the bridge, to help the City determine their preference. Lastly, it will evaluate options for the bridge approaches.
3. Detailed Design Phase: This scope of work is intended to cover the effort associated with the designing and detailing the bridge approaches and substructure and specifying a premanufactured superstructure. Any other improvements identified during the Conceptual Design Study Phase will be completed with a scope and fee adjustment, upon authorization of the CITY.
4. Right-of-Way: For the purposes of this scope of service, it is assumed there will be two (2) parcels requiring new right-of-way and temporary construction easements (TCE) to

ATTACHMENT A

SCOPE OF SERVICES

First Capitol Drive Shared Use Path Pedestrian Bridge
26ENGST004; TAP-7302(722)

- construct improvements. The acquisition of new easements for this project will be completed by the CITY. Costs to develop Right-of-Way plans assuming new right-of-way and temporary easements from two (2) parcels are included in Task V. The ENGINEER will obtain available recorded plats and deeds through the project limits. All title work, if necessary, will be the responsibility of the ENGINEER. The ENGINEER will secure two (2) title reports for this project. Properties requiring TCE will only include exhibits, and property descriptions will not be required for recording. If it is subsequently determined that more parcels will require new temporary or permanent easements, the ENGINEER will complete this work through a Supplemental Agreement.
5. Surveying: A full topographic and right-of-way survey will be completed by a subconsultant.
 6. Retaining Walls: It is assumed that there could be mechanically stabilized earth (MSE) retaining walls required for the project, depending on the CITY's preference for the approach type. Retaining wall locations and elevations will be detailed on the plans; however, structural analysis of retaining walls will be the responsibility of the contractor. Global stability of proposed retaining walls will be performed by a subconsultant.
 7. Geotechnical Exploration: Geotechnical exploration will be completed by a subconsultant. Boring locations will be approved by the CITY.
 8. Request for Environmental Review (RER): Documentation will be submitted to MoDOT for NEPA classification and environmental clearance. It is assumed that a Cultural Resources Survey will be required, and will be completed by a subconsultant.
 9. Existing Signs: The ENGINEER will not be responsible for Retroreflectivity evaluation of existing signs to be used in place.
 10. Utility Coordination: The ENGINEER will be responsible for utility coordination with local owners adjacent to the project site. The ENGINEER will develop plan sets to be submitted to the CITY and each known individual utility owner. The ENGINEER will assist the CITY with a utility coordination meeting by being present and answering design-related questions. All utility agency coordination will be documented by the ENGINEER and submitted to the CITY for their files.
 11. Traffic Staging During Construction – It is anticipated that First Capitol Drive will remain open during construction with the possibility of lane reductions..
 12. Bidding Documents: The ENGINEER will provide one PDF copy of all bid documents to the CITY, who will be responsible for reproduction of the bidding documents.
 13. Right-of-Way Survey: All survey work under this phase will be completed under the direction and control of a Missouri Licensed Professional Land Surveyor. All exhibits and legal descriptions for permanent easement of right of way acquisition will be completed by a subconsultant, and sealed by a Professional Land Surveyor licensed in the State of Missouri.
 14. As-Built Plans: For the purposes of the fee estimate, the assumption was made that the contractor would develop and provide as-built plans to the ENGINEER and CITY.
 15. Design Details: Primary project design will be in accordance with AASHTO LRFD Bridge Design Specifications, St. Louis County Design Criteria and Details, and Metropolitan St.

ATTACHMENT A

SCOPE OF SERVICES

First Capitol Drive Shared Use Path Pedestrian Bridge
26ENGST004; TAP-7302(722)

Louis Sewer District (MSD). Secondary project design may follow the Missouri Department of Transportation Standard Plans and Specifications for Highway Design.

EXCLUSIONS

Exclusions to the scope of services include the following:

1. Presentation at City Council, Road Board, or other public meetings.
2. Traffic Counts
3. Provisions for storm water quality or BMP's
4. Design of off-site detention
5. Design of utility adjustments or preparation and negotiation of utility agreements
6. Acquisition of new right of way or easements
7. Any work required for condemnation of property, once the Right-of-Way Plans have been submitted and approved, is excluded from this scope of services.
8. The ENGINEER will not be responsible for the preparation of any Certified Land Corner documents.
9. The ENGINEER will not be responsible for the physical monumentation of any proposed right of way or property corners, or the re-establishment of existing corners which may have been damaged, removed, or not found for this project.
10. No NEPA or environmental permitting or documentation beyond the RER process will be completed, with the exception of a Cultural Resources Survey. Scope does not include floodplain development permit, Wetland Delineation, 404/401 Permit, Farmland Impacts, CE-2 Documentation, or asbestos and lead paint reports.
11. Permitting other than that described herein will be the responsibility of the CITY
12. Permitting requirements during construction phase will be the responsibilities of others
13. Coordination of utility relocation work
14. Construction survey/staking
15. Project Manual / Front end documents with the exception of JSPs
16. Construction inspection

I. PROJECT MANAGEMENT

In order to provide client service and meet the needs of this project, Project Management activities will include the following:

- A. Internal Team Meetings – Internal team meetings will be held as needed to the extent each team member (prime and subconsultant team members) are operating under the same directions and following the same guidance for the project.
- B. Invoicing – Invoices and progress reports will be prepared monthly for the duration of the project (assume 24 months). The invoices will be prepared by the ENGINEER and will include invoices from the ENGINEER'S subconsultants.

ATTACHMENT A

SCOPE OF SERVICES

First Capitol Drive Shared Use Path Pedestrian Bridge
26ENGST004; TAP-7302(722)

Subconsultants will prepare monthly invoices for their work and submit the invoices to ENGINEER, who will summarize all the monthly labor costs, expenses and fixed fees into one comprehensive invoice.

- C. Status Report Meetings – A status report meeting, in addition to the various other meetings at milestone deliverables may be held with the CITY to update on design progress, obtain information and feedback from the CITY, and to answer any project related questions from the CITY. These meetings may be held virtually. Meeting notes will be prepared by the ENGINEER. Assume up to four (4) meetings.

II. CONCEPTUAL DESIGN STUDY

The following scope items will be necessary to complete this work:

- A. Bridge Approach Alternatives – The ENGINEER will prepare up to three (3) conceptual layouts for the proposed bridge approaches. Anticipated options include 1) MSE walls and new embankment to support an at-grade path, 2) a series of switchbacks consisting of structural slabs supported on piers, and 3) a boardwalk system supported on drilled shafts/columns. Conceptual layouts will include the proposed horizontal alignment and vertical profile.
- B. Substructure Layout – The ENGINEER will determine the substructure location, and associated span length, for each of the proposed bridge approach alternatives.
- C. Alternative Analysis – The ENGINEER will develop a conceptual level opinion of probable cost for each of the bridge approach alternatives. Additionally, the advantages and disadvantages of each alternative will be identified.
- D. Conceptual Design Study Technical Memorandum – A Conceptual Design Study Technical Memorandum will be prepared. It will include options for the style of the premanufactured superstructure, as well as the material type, finish, and associated costs. The bridge approach options will also be included, along with their associated cost and advantages/disadvantages.
- E. Conceptual Design Study Submittal: The draft conceptual layout and report will be submitted to the CITY for review and approval. A meeting will then be held with the CITY to discuss the findings and answer any questions. The Conceptual Design Study will be updated based on CITY comments and resubmitted as a final document for approval.

DETAILED DESIGN ENGINEERING

III. FIELD DATA COLLECTION

The following scope items will be necessary to complete this work:

ATTACHMENT A

SCOPE OF SERVICES

First Capitol Drive Shared Use Path Pedestrian Bridge
26ENGST004; TAP-7302(722)

- A. Topographic Survey – Based on the scope of services provided by a surveying subconsultant and referenced as Attachment A-1, a full topographic and right-of-way survey will be completed during this phase. Topographic survey at a minimum include:
1. All structures, including building structures, retaining walls, drainage structures, fences, or any other physical objects that would be in conflict with the proposed roadway improvements.
 2. Existing pavements, type of pavement, top back of curb, flowline of curb, type of curb, driveway entrances, sidewalks, steps, or any other roadway items that would be in conflict with the proposed improvements.
 3. Break lines, including top of slopes and toe of slopes.
 4. Corners of houses, decks, building structures
 5. Grades of back yards, excluding landscaping, etc.
 6. Establishing a survey centerline that is tied to all property corners.
 7. Property reconstruction strip map of all parcels or tracts adjacent to project limits.
 8. Acquiring recorded deeds from the St. Charles County Recorder's Office.
 9. Establishing horizontal and vertical control points (at a maximum interval of 1,000 feet) that can be used for construction of the project.
 10. Tie vertical control to USGS, NGS, or MoDOT Benchmarks.
 11. Use of Modified State Plane Coordinate system for horizontal control.
 12. Determine existing pavement profiles and cross section existing pavement every fifty (50) feet with a cross section width of 100-150 feet, as necessary. Half sections will be provided at driveways and intersections, extending 75 feet as necessary.
 13. Define drainage areas of all watersheds within project limits.
 14. Survey all drainage ditches, creeks, and channel upstream and downstream of the existing roadway, a minimum of 200 feet each direction from the roadway.
 15. Tree masses and trees with a diameter greater than 6", including type of tree.
 16. Locate all visible utilities and determine flow line elevations of all storm and sanitary sewer structures.
 17. Submission of topographic survey in Microstation ORD format.
- B. Geotechnical Exploration - Based on the scope of services provided by a geotechnical engineering subconsultant and referenced as Attachment A-2, a geotechnical exploration will be completed during this phase.

IV. PRELIMINARY DESIGN PHASE

ATTACHMENT A

SCOPE OF SERVICES

First Capitol Drive Shared Use Path Pedestrian Bridge
26ENGST004; TAP-7302(722)

- A. Site Investigation – The ENGINEER will conduct a site investigation to observe existing topographic features of the project area and verify the accuracy of the topographic survey.

- B. Preliminary Design Plans – The Preliminary Design plan submittal will show the general nature of the proposed improvements for the project and will include, but not necessarily be limited to:
 - 1. Title Sheet – The ENGINEER will complete a preliminary title sheet for the project.
 - 2. Typical Section Sheet – The ENGINEER will prepare a preliminary typical section sheet. One (1) typical section sheet is assumed.
 - 3. Reference Tie / Project Control Sheet – The ENGINEER will prepare a preliminary tie and control sheet using information provided by the surveyor. One (1) sheet is assumed.
 - 4. Plan Sheets – The ENGINEER will prepare preliminary plan sheets based on a 20-scale horizontal plan. The plan sheets will cover the SUP bridge and its approaches. Plan sheets will include path geometry, existing and proposed right-of-way and easements, and retaining walls, as necessary. Three (3) sheets are estimated.
 - 5. Preliminary Bridge Layout – The Engineer will prepare a 1"=20' scale Type, Size, and Location (TS&L) plan for the proposed SUP bridge. The TS&L will include a general plan and elevation view consisting of a longitudinal section along the centerline of structure. One (1) sheet is assumed.
 - 6. Preliminary Retaining Wall Layouts – The ENGINEER will prepare preliminary layouts for any retaining walls required to support the bridge approaches. Preliminary retaining wall profile will be shown on 1"=20' horizontal and 1"=5' vertical scale. Two (2) sheets are estimated.

- C. Traffic Control Concept - The ENGINEER will investigate the need for traffic control to construct the proposed improvements. Outside lane closures on First Capital Drive are expected throughout construction and one short-term, full closure for setting the overhead bridge is anticipated.

- D. Prepare Engineer's Estimate of Probable Cost – The ENGINEER will complete a preliminary engineer's estimate of probable cost based on the preliminary plans utilizing historical unit bid prices for construction.

- E. Submit Preliminary Plans – The ENGINEER will submit an electronic copy of the Preliminary Plans to the CITY for review and approval. The Preliminary Plan submittal will include: Title Sheet, Typical Sections, Reference Tie Sheet, Plan Sheets, Bridge TS&L, and Retaining Wall Layouts. Upon approval at the CITY level, the ENGINEER will send the Preliminary Plan submittal to MoDOT for review

ATTACHMENT A

SCOPE OF SERVICES

First Capitol Drive Shared Use Path Pedestrian Bridge
26ENGST004; TAP-7302(722)

and concurrence. Any comments that MoDOT makes required for approval will be revised and resubmitted during the Right of Way Phase. It is expected that preliminary plan comments will be addressed as part of the Right-of-Way Plan submittal.

- F. NEPA Clearance – The ENGINEER will complete an LPA Request for Environmental Review (RER) through the new Environmental Services webpage linked in the MoDOT EPG. Additional Forms and information that may be required to be submitted include the following:
1. Obtain the necessary USFWS IPac Official Species List, MDC Heritage Review Report, and related Threatened and Endangered Species documentation. Complete the required Section 106 Project Information Form to the State Historic Preservation Office.
 2. Cultural Resources Survey
- G. Utility Coordination – The ENGINEER will contact, either through the Missouri One Call System or through direct contact, all utility companies having utilities in the Project area, and will request maps of the utility companies' line locations both horizontally and vertically, if possible. During this initial contact, the ENGINEER will advise the utility companies of the general timeline expected for the Project. The ENGINEER will determine whether the utility companies' lines are on private easement or within the existing right-of-way through title letter reports provided by the CITY. If on private easement, the ENGINEER'S surveyor will determine the Book and Page number on which such easement is recorded in the Recorder of Deeds records.

ENGINEER will determine the point of contact with each respective utility company for future correspondence. ENGINEER will utilize a utility tracking form to maintain current records of correspondence with each utility company. If any utility company indicates they have no service in the area, a written statement to that effect will be obtained.

The ENGINEER will submit Preliminary Plans to the individual utility owners in PDF format. The ENGINEER will prepare a Utility Coordination Plan submittal which shall include the plan sheets, cross-sections, elevations, cut/fill areas, construction staging plan and storm sewer profiles in sufficient detail that the utility companies can utilize them to initiate their designs for plans of adjustment. These plans will be transmitted to the utility companies by the CITY after preliminary plans have been approved by the CITY. The ENGINEER will not be responsible for converting the CAD format of plan sheets. All correspondence will be copied to the CITY project manager.

ATTACHMENT A

SCOPE OF SERVICES

First Capitol Drive Shared Use Path Pedestrian Bridge
26ENGST004; TAP-7302(722)

The ENGINEER will use these drawings to host a meeting approximately 30 to 45 days later to discuss any concerns of the utility companies and to allow the utility companies to coordinate among themselves. The ENGINEER will assist the CITY at the utility coordination meeting to answer design-related questions. Within reason (agreed to by the CITY and ENGINEER), ENGINEER will incorporate in the bid documents, necessary requests by the utility companies for assistance from the construction contractor. Construction documents may include in the specifications a requirement for the construction contractor to consider, as incidental, the costs of early staking of the right-of-way and/or early clearing as may be required to allow utility relocation to get underway.

- H. Public Meeting – The CITY will secure the location for a public meeting place and will set the date in coordination with the ENGINEER. The CITY will notify stakeholders of the public meeting, prepare sign-in sheet, and project information and comment sheets. The open house format public meetings will occur during the hours of 4:00 PM until 6:00 PM.
1. The ENGINEER will prepare up to six (6) mounted display boards which will include improvements overlaid on an aerial background, and assist with comment sheet, sign-in, sheet, and project information sheet. The displays will be submitted to the CITY for approval. Display boards may also include renderings of bridge features. ENGINEER will make necessary revisions and resubmit to the CITY to be posted on their website during the public meeting advertisement period.
 2. The ENGINEER is expected to have up to two (2) staff members present at the public meeting.
 3. Property owner comments and feedback will be summarized by the ENGINEER and presented to the CITY.

V. RIGHT-OF-WAY PHASE

The Right-of-Way Phase shall include development of detailed right-of-way plans for the proposed improvements upon approval of Preliminary Plans by the CITY. The development of Right-of-Way Plans is based on the assumption no more than two (2) parcels may require new right-of-way and temporary construction easements. If it is determined that more temporary and permanent easements are required, the ENGINEER will complete this additional work by way of supplemental agreement.

For this project, all property takings and easement acquisition will be completed by the CITY, using the Right of Way Plans prepared by the ENGINEER as follows:

- A. Right of Way Plans – The ENGINEER will prepare Right of Way Plans, which may be separate drawings from those used for design and construction details. The

ATTACHMENT A

SCOPE OF SERVICES

First Capitol Drive Shared Use Path Pedestrian Bridge
26ENGST004; TAP-7302(722)

Right of Way Plans will show alignment, geometric design, removal of improvements, drainage facilities, property lines and ownership, other land survey information, street lines and existing right of way and existing easements. The ENGINEER will also include plan details, which will require additional right of way or easements during the construction phase of the project such as temporary pavement, temporary erosion control, etc. Right of Way Plans include title sheet, typical sections, coordinate sheet, and plan sheets. Areas of new right of way, permanent easements and/or temporary easements required from each individual property owner will be shown as shaded on the plan, and in tabular form on the respective sheets.

Preliminary Right-of-Way Plans will be submitted to the CITY for review and approval. The Right-of-Way Plans will be at the same scale as the construction plans. The Right-of-Way Plans will include design details that will control the width of right of way and necessary easements.

1. Title sheet with the appropriate project limits, access note and traffic data completed.
 2. Typical sections
 3. Reference Tie/Coordinate Sheet. Information shall include Township, Range, Section and/or U.S. Survey.
 4. Plan sheets containing the following: drainage facilities; entrances and their reference location, width and type; property owners, with existing and proposed areas of new right of way, easements and remaining property; traffic signal equipment; centerline bearing, existing known utility locations, easements, and horizontal curvature information. New Right-of-Way lines and new easements shall be dimensioned by station and offset.
- B. ENGINEER'S Estimate of Probable Cost – The ENGINEER will revise the Engineer's Estimate of Probable Cost based on updated plan changes occurring between the Preliminary Plans and submittal of the Right-of-Way Plans.
- C. Submit Right-of-Way Plans – The ENGINEER will submit an electronic copy in PDF format of the Right-of-Way Plans to the CITY for review and approval. The Right-of-Way Plan submittal will include: Title Sheet, Typical Sections, Coordinate Sheet, and Plan Sheets, and Cross Sections.
- D. Revise Right-of-Way Plans and Resubmit – The ENGINEER will revise the Right-of-Way Plans based on the review comments received and resubmit the revised plans to the CITY for approval.
1. The ENGINEER will be responsible for making reasonable revisions to the Right-of-Way and Construction Plans due to negotiations with the property

ATTACHMENT A

SCOPE OF SERVICES

First Capitol Drive Shared Use Path Pedestrian Bridge
26ENGST004; TAP-7302(722)

owners in an effort to acquire the right-of-way or easements. Reasonable is defined as revisions limited to one (1) individual property revision

- E. Utility Coordination – The ENGINEER will submit Right-of-Way Plans to the individual utility owners if there are significant changes from the preliminary submittal. Plans will be submitted in either electronic or hard copy (pdf or Microstation) format. Plans of adjustment will be coordinated between the ENGINEER and utility company representative. All correspondence will be copied to the CITY project manager.

Any adjustment to the roadway plans, which does not degrade the final product and does not appreciably increase the construction cost that makes utility adjustments either not required or easier, may be considered. The CITY will make the final determination regarding which changes should be incorporated into the final construction drawings. Significant changes may require a Supplemental Agreement/Addendum with the CITY.

In addition to the specific Right-of-Way Plan requirements, the following items and assumptions are also included in this phase of work:

- F. Property Exhibits and Descriptions - The ENGINEER will provide individual Property Descriptions and Exhibits for each parcel requiring a permanent or temporary taking, (individual property descriptions by parcel will not be required for temporary takings). For the purposes of this contract, two (2) parcels will require new right-of-way and temporary construction easements.

VI. FINAL DESIGN PHASE

The Final Design Phase shall include final design of the project as approved in the Right-of-Way Plans. The ENGINEER will undertake the following tasks in the final development of the plans.

- A. Substructure Design – The ENGINEER will design the end bents required to support the single span premanufactures SUP bridge, including their foundations. Design will be in accordance with the latest edition of the AASHTO LRFD Bridge Design Specifications. All calculations will involve both a ‘Designer’ and a ‘Checker’. Design computations will be assembled and submitted to the CITY at the conclusion of the project.
- B. Final Design Plans
1. Title Sheet – The ENGINEER will make final revisions to the title sheet.

ATTACHMENT A

SCOPE OF SERVICES

First Capitol Drive Shared Use Path Pedestrian Bridge
26ENGST004; TAP-7302(722)

2. Tabulation of Quantities - The ENGINEER will tabulate all quantities to be used for bidding purposes. The tabulation will be created in Excel spreadsheets. Overall quantity sheets will be summarized and will break down how each quantity was tabulated by sheet and station range. Three (3) sheets are estimated.
3. Typical Section Sheet – The ENGINEER will refine the preliminary typical section sheet. The typical Section sheet will include pavement structure and compacted subgrade requirements. One (1) sheet is estimated.
4. Reference Tie / Project Control Sheet – The ENGINEER will make final revisions to the tie and control sheet. One (1) sheet is estimated.
5. Plan Sheets - The ENGINEER will finalize the plan sheets by providing details and notes as necessary for the final design plans. Plan shall be drawn on 22"x34" sheets with a horizontal scale of 1"=20'. These sheets will be formatted to allow converting to ½ size scalable plans on 11"x17" paper. Three (3) sheets are estimated.
6. Bridge Front Sheet – The ENGINEER will use the Preliminary TS&L sheet as the basis for the Front Sheet. Additional information and details will be added in accordance with MoDOT's Engineering Policy Guide.
7. End Bent Details – The ENGINEER will develop plan details showing all necessary dimensions and reinforcing information (bar sizes, shapes, and spacing) to construct the end bents, including the wingwalls and any necessary pedestrian railing. A bill of reinforcing will be provided. Details for a vertical wall drain will also be included. Four (4) sheets are anticipated.
8. MSE Retaining Wall – The ENGINEER will prepare retaining wall layouts for mechanically stabilized earth, (MSE) retaining walls. Retaining wall layouts will include proposed geometry, beginning and ending station, vertical profile, typical section, and calculated area in square feet. Three (3) sheets are estimated.
9. Erosion Control – The ENGINEER will include typical detail sheets for temporary erosion control installation around areas of new construction. The typical details and temporary erosion control will be shown on 20-scale plan/plan sheets. It is anticipated that one (1) sheet will be required.
10. Traffic Control Plan Sheets – The ENGINEER will develop traffic control plans sheets for maintaining traffic during construction. The expectation is that the outside lanes will need to be closed during construction. Only standard detail sheets are anticipated.
11. Pavement Marking and Signing Plans – The ENGINEER will complete plans for new pavement markings (and signing where applicable). These plans will indicate the proposed sign locations where necessary due to roadway improvements. Signing cross sections or quantity sheets will not be provided. One (1) plan sheet at 20-scale is estimated.

ATTACHMENT A

SCOPE OF SERVICES

First Capitol Drive Shared Use Path Pedestrian Bridge
26ENGST004; TAP-7302(722)

12. Curb Ramp Detail Sheet – The ENGINEER will develop curb ramp detail sheets for inclusion in the final design plan set. One (1) sheet is anticipated.
13. Bridge Lighting – The ENGINEER will develop lighting plans and details for the pedestrian bridge.
- C. Prepare ENGINEER'S Estimate of Probable Cost – The ENGINEER will update the ENGINEER'S estimate of probable cost based on the final design plans.
- D. Job Special Provisions – The ENGINEER will complete all Job Special Provisions as necessary to supplement the CITY'S standard specifications. For this project the standard specifications to be adopted shall be the St. Louis County Department of Transportation Standard Specifications for Highway Construction. The CITY will prepare all other aspects of the Contract Documents and Project Manual.
- E. Submit 95% Draft Package/Plan Set for Review – The ENGINEER will submit a Draft PS&E package to the CITY. This submittal will include Plan Sheets, JSP's and ENGINEER'S Estimate of Probable Cost in electronic PDF format.
- F. Utility Coordination – The ENGINEER will submit Final Plans to the individual utility owners. The ENGINEER will review utility conflicts, plans of adjustment, reimbursable expense, and relocation schedule, as necessary. All correspondence between the ENGINEER and utility representative will be copied to the CITY.
- G. Complete Final Revisions – The ENGINEER will complete revisions to the Draft PS&E in accordance with the review comments received from the final plan review by the CITY.
- H. Submit Revised PS&E – After revising the Draft PS&E, the ENGINEER will resubmit final copies of the PS&E (same deliverables as above) to the CITY and MoDOT.

VII. BIDDING PHASE

The ENGINEER will assist the CITY during the bidding phase by addressing contractor RFI's and providing support documentation for Addenda's.

VIII. CONSTRUCTION ENGINEERING PHASE

The ENGINEER will assist the CITY during the construction phase by addressing contractor RFI's and reviewing material submittals. If necessary, one (1) staff member will be available to attend a pre-construction meeting. The ENGINEER will also review contractor shop drawing submittals. Anticipated items that will require shop drawing reviews include the prefabricated pedestrian bridge, MSE walls, and pedestrian railing. Each item is expected to involve the review of one (1) initial submittal and one (1) resubmittal. This task does not include daily construction inspection or oversight of

ATTACHMENT A

SCOPE OF SERVICES

First Capitol Drive Shared Use Path Pedestrian Bridge
26ENGST004; TAP-7302(722)

construction, construction progress or progress meetings, or construction compliance with project plans and specifications.

DRAWINGS AND DOCUMENTS – DELIVERABLES

The ENGINEER shall furnish the following completed drawings and documents:

1. Concept Design Study Technical Memorandum – The ENGINEER shall submit a draft Conceptual Design Study Technical Memorandum in electronic PDF format to the CITY for review and approval. A revised Concept Design Study Technical Memorandum will be submitted as a final document for approval from the CITY.
2. Submit Preliminary Plans – The ENGINEER will submit an electronic copy (PDF format) of the Preliminary Plans and Estimate to the CITY, MoDOT, and County Road Board for review and approval. The Preliminary Plan submittal will include: Title Sheet, Typical Sections, Reference Tie Sheet, Plan Sheets, Bridge TS&L Sheet, and Retaining Wall Layouts. It is expected that preliminary plan comments will be addressed as part of the Right-of-Way Plan submittal.
3. Submit Right-of-Way Plans – The ENGINEER will submit an electronic copy in PDF format of the Right-of-Way Plans to the CITY, MoDOT and County Road Board for review and approval. The Right-of-Way Plan submittal will include: Title Sheet, Typical Sections, Coordinate Sheet, and Plan Sheets.
4. Submit 95% Draft Package/Plan Set for Review – The ENGINEER will submit a Draft PS&E package to the CITY, MoDOT, and County Road Board. This submittal will include Plan Sheets, JSP's and ENGINEER'S Estimate of Probable Cost in electronic PDF format.
5. Submit Revised PS&E – After revising the Draft PS&E, the ENGINEER will resubmit final copies of the PS&E (same deliverables as above) to the CITY, MoDOT, and County Road Board.

ATTACHMENT B

FEE ESTIMATE

First Capitol Drive, Shared Use Path Pedestrian Bridge
TAP-7302(722)

I PROJECT MANAGEMENT		Rate	Hours	Cost
	Sr. Professional	\$85.00	32	\$2,720.00
	Sr. Professional	\$100.00	8	\$800.00
	Professional Engineer	\$68.00	12	\$816.00
	Junior Engineer	\$45.00	8	\$360.00
	Junior Engineer	\$41.00	4	\$164.00
	Administrative Assistant	\$35.00	24	\$840.00
II CONCEPTUAL DESIGN STUDY				
	Sr. Professional	\$85.00	6	\$510.00
	Sr. Professional	\$100.00	24	\$2,400.00
	Professional Engineer	\$68.00	54	\$3,672.00
	Junior Engineer	\$45.00	52	\$2,340.00
	Junior Engineer	\$41.00	36	\$1,476.00
III FIELD DATA COLLECTION				
	Sr. Professional	\$100.00	8	\$800.00
IV PRELIMINARY DESIGN PHASE				
	Sr. Professional	\$85.00	12	\$1,020.00
	Sr. Professional	\$100.00	24	\$2,400.00
	Professional Engineer	\$68.00	68	\$4,624.00
	Junior Engineer	\$49.00	12	\$588.00
	Junior Engineer	\$45.00	138	\$6,210.00
	Junior Engineer	\$41.00	50	\$2,050.00
V RIGHT OF WAY DESIGN PHASE				
	Sr. Professional	\$85.00	6	\$510.00
	Sr. Professional	\$100.00	6	\$600.00
	Professional Engineer	\$68.00	8	\$544.00
	Junior Engineer	\$49.00	4	\$196.00
	Junior Engineer	\$45.00	34	\$1,530.00
VI FINAL DESIGN PHASE				
	Sr. Professional	\$85.00	18	\$1,530.00
	Sr. Professional	\$100.00	28	\$2,800.00
	Professional Engineer	\$68.00	118	\$8,024.00
	Junior Engineer	\$49.00	8	\$392.00
	Junior Engineer	\$45.00	162	\$7,290.00
	Junior Engineer	\$41.00	132	\$5,412.00
VII BIDDING PHASE				
	Sr. Professional	\$85.00	4	\$340.00
	Sr. Professional	\$100.00	4	\$400.00
	Professional Engineer	\$68.00	0	\$0.00
	Junior Engineer	\$49.00	0	\$0.00
	Junior Engineer	\$45.00	2	\$90.00
	Junior Engineer	\$41.00	4	\$164.00
VIII CONSTRUCTION ENGINEERING PHASE				
	Sr. Professional	\$85.00	0	\$0.00
	Sr. Professional	\$100.00	4	\$400.00
	Professional Engineer	\$68.00	8	\$544.00
	Junior Engineer	\$49.00	0	\$0.00
	Junior Engineer	\$45.00	4	\$180.00
	Junior Engineer	\$41.00	24	\$984.00
HR Green LABOR SUBTOTAL			1150 hrs	\$65,720.00
<i>HR Green Payroll Overhead</i>		<i>(Est. at 59.92% X Subtotal)</i>		\$39,379.42
<i>HR Green General and Admin Overhead</i>		<i>(Est. at 123.39% X Subtotal)</i>		\$81,091.91
Total Labor and Overhead				\$186,191.33
<i>HR Green Fixed Fee</i>		<i>(14% xTotal Labor& Overhead)</i>		\$26,066.79
HR Green TOTAL LABOR, OVERHEAD, & FIXED FEE				\$212,258.12
Other Direct Costs				
	Mileage			\$87.00
	Copies/Printing			6,200.00
	Subcontractors: EFK Moen			9,243.37
	Subcontractors: SCI			32,758.64
DIRECT COST AND SUBCONSULTANT SUBTOTAL				\$48,289.01
ENGINEERING TOTAL				\$260,547.13

Project Name: **First Capitol Shared Use Path Bridge**
 Location: **City of St. Charles, Missouri**
 Owner: **City of St. Charles, Missouri**
 Date: **April 14, 2026**

Professional Surveying Services	Hours	Cost
Survey Hours	57	\$2,779.88
Total Hours	57	\$2,779.88
	Overhead	140.780% \$3,913.52
	Subtotal	\$6,693.40
	Fixed Fee	14.00% \$937.08
	Subtotal	\$7,630.47
	FCCM	0.490% \$13.62
	Subtotal	\$7,644.09
Other Direct Costs		
Mileage: 2 round-trips of 34 miles x 2 vehicles at \$0.73 per mile		\$99.28
Title Commitments: 2 @\$750.00 each		\$1,500.00
	Subtotal	\$1,599.28
	Total	\$9,243.37

EFK•Moen, LLC

City of St. Charles, Missouri
First Capitol Shared Use Path Bridge
26ENGST004

Task Description	Hours						Total Hours	Total Cost
	Surveying Manager	Professional Land Surveyor	Senior Survey Crew Chief	Intermediate Instrument Operator	Survey Technician	Admin./ Clerical		
	\$78.27	\$57.87	\$53.73	\$34.38	\$47.92	\$ 42.93		
Professional Surveying Services								
Property Research							0	\$ -
Utility Research/Dig Rite							0	\$ -
Establish Horizontal NAD 83 and Vertical Control NAVD 88 w/three point ties (6 points) Running a Bench loop							0	\$ -
Topographic survey First Capitol (~333 I.f.)	1		16	16			33	\$ 1,488.03
Right-of-Way/Property Survey							0	\$ -
Resolve Right-of-Way/Property Survey							0	\$ -
Mapping/Drafting					6		6	\$ 287.52
Preparation of 2 Temporary Construction Easement and or Permanent Easement-ROW Legal Descriptions.	1				3		4	\$ 222.03
Preparation of 2 Temporary Construction Easement and or Permanent Easement-ROW Exhibits.	2				6		8	\$ 444.06
Revisions to Exhibits/Descriptions					2		2	\$ 95.84
Additional pickup Topo (Not anticipated)							0	\$ -
QA/QC	1						1	\$ 78.27
General Administration	1					2	3	\$ 164.13
Above Field hours include Drive Time								
Total Hours	6	0	16	16	17	2	57	
Total Cost	\$ 469.62	\$ -	\$ 859.68	\$ 550.08	\$ 814.64	\$ 85.86		\$2,779.88



SCI ENGINEERING, INC.

EARTH • SCIENCE • SOLUTIONS

GEOTECHNICAL
ENVIRONMENTAL
NATURAL RESOURCES
CULTURAL RESOURCES
CONSTRUCTION SERVICES

May 6, 2026

Dan Shane
HR Green
16020 Swingley Ridge Road, Suite 205
Chesterfield, Missouri 63017

RE: Consulting Services Proposal
First Capitol Improvements
West Clay to Kingshighway
St. Charles, Missouri
SCI No. 2026-0140.10, .40

Dear Dan Shane:

SCI Engineering, Inc. (SCI) is pleased to provide the following Consulting Services Proposal for the referenced project.

PROJECT DESCRIPTION

Improvements are planned along First Capitol Drive extending from near its intersection with Kingshighway Street to its intersection with West Clay Street, and then along West Clay Street north of the intersection to near the intersection of West Clay Street and Fine Arts Drive, in St. Charles, Missouri. The project is divided into three parts, and this proposal includes only the planned roadway improvements extending from the proposed shared use path (SUP) bridge location to the intersection of West Clay Street and First Capitol Drive, and then toward West Clay Street to the north of the intersection.

The improvements for this section of the project feature a new roundabout at intersection of First Capitol Drive and Tompkins Street to replace the existing signalized intersection. Median refuge islands will be installed on each leg of the roundabout. Based on the available information, the existing pavement at this intersection is in fair condition and will be replaced with full depth concrete pavement as needed to construct the new roundabout. Remaining pavement will be replaced or mill/filled as needed. The improvements also include a new 10-foot-wide SUP along the north/west side of First Capitol Drive, continuing up West Clay Street, to connect to the existing SUP. An existing retaining wall east of West Clay Street will likely be lengthened and increased in height adjacent to the J. Schneidegger Center for the Arts. The existing center median will be replaced with a concrete barrier. A detailed description of our anticipated services is provided below.

SCOPE OF SERVICES

Geotechnical Services

The purpose of our geotechnical services will be to explore the subsurface conditions and provide a Roadway Geotechnical Report for the proposed improvements.

Subsurface Exploration

We will explore the subsurface conditions by drilling ten soil test borings (B-301 through B-310) to depths of 10 to 30 feet, unless auger refusal terminates drilling at shallower depths. Traffic control with lane closure will be required for much of the borings, and we have included two days of traffic control by our subconsultant, Tramar, in our scope. The proposed boring locations are shown on the *Boring Layout* attached to this proposal. The final boring locations may need to be adjusted based on the Right of Way (ROW), access, and utilities. The fieldwork will be performed in accordance with the guidelines of the *Missouri Department of Transportation (MoDOT) Engineering Policy Guide (EPG)*.

SCI personnel will log the borings, direct sampling, and provide on-site coordination during drilling. We will locate the borings in the field by measuring from the site features and using a handheld global positioning system (GPS). However, we respectfully request that the project surveyor locate the boring locations and provide ground surface elevations and stationing at each boring location following drilling.

We will measure the thicknesses of the existing pavement and aggregate base (if present). The borings will then be sampled with Standard Penetration Test (SPT) sampling at 2.5-foot intervals to a depth of 10 feet and 5-foot intervals thereafter. Relatively undisturbed Shelby tube samples will be obtained at select locations in lieu of the SPTs. The boreholes will be backfilled with grout following completion of drilling and the pavement will be patched.

Laboratory Testing

Upon completion of the field exploration, the samples will be transported to our laboratory for classification and characterization. We will measure the moisture content of each cohesive sample. Hand penetrometer values, which provide an indication of strength, will be obtained for each apparently intact cohesive sample. Atterberg limits tests will be performed on selected samples to aid in classification and assess the volume change characteristics of the subgrade soils. Unconfined compressive strength testing will be conducted on select Shelby tube samples.

Analysis and Report

We will summarize our findings and recommendations in a Roadway Geotechnical Report, which will address each of the following:

- Soil, bedrock, and groundwater conditions and their effect on the proposed construction.
- Identification of possible areas where deleterious materials may be encountered, including soft, high moisture content, vibration sensitive soils, their effect on construction, and methods of remedial treatment.
- Recommended pavement sections based on the encountered soil conditions and traffic data provided by others.
- Soil parameters for the modification and/or relocation of any existing retaining wall (if needed).
- Global stability analysis of the modified retaining wall east of West Clay Street.

Schedule

We will schedule drilling following receipt of the Notice to Proceed. We are currently scheduling drilling approximately four weeks out. Drilling is expected to be completed in two working days. We assume that we will be allowed to perform the fieldwork between 9:00 am to 3:00 pm. Preliminary findings will be available within three days after drilling is complete. Issuance of the draft Roadway Geotechnical Report will be dependent on receipt of the improvement plans; however, it can typically be made within three to four weeks after drilling.

Cultural Resource Services

The cultural resource services associated with the project will consist of a Phase One Cultural Resource Survey (CRS). SCI understands that the project has not been submitted to the MoDOT for environmental review, and the amount of ROW, permanent easement, and temporary easement has not yet been determined. Therefore, the scope of work provided in this proposal may need to be modified once the MoDOT environmental review has been completed.

Private undertakings that involve federal permits, licenses, or funding require a CRS by the authority of the National Historic Preservation Act of 1966 (Public Law 89-665, as amended), the Archaeological Historic Preservation Act of 1974 (Executive Order 11593), and Title 36 of the Code of Federal Regulations (Part 60 through 66 and 800, as appropriate). For the purposes of this proposal, SCI assumes that a cultural resources investigation will be requested by MoDOT, acting as the representative for the U.S. Federal Highway Administration (FHWA), which will be the lead federal agency for the project. Our anticipated scope of services is provided below, which is based on previous experience with MoDOT projects of similar scale, as well as conceptual plans provided by the client.

Phase One CRS

The purpose of SCI's CRS will be to identify, to the extent possible, the potential archaeological and historical impacts of the proposed project. This will be accomplished by performing field investigations, laboratory analysis of collected artifacts, reporting, and preparation for curation of artifacts. Details of these activities for the project are presented below.

- SCI will complete a literature review of previous research conducted within or near the project area. This review will document, to the extent possible, known archaeological explorations, sites, and structures in the vicinity of the project area. The review will also document the geomorphological, environmental, and cultural history of the project area as they pertain to the evaluation of cultural resources.
- SCI will conduct all fieldwork according to the professional standards and guidelines set forth within the Secretary of Interior's Standards and Guidelines for Archaeological and Historic Preservation (Federal Register 2004) and will take into account established Missouri State Historic Preservation Office (SHPO) survey guidelines. Field methods will depend upon topography, ground surface visibility, and other factors. Visual inspection is employed in areas with steep slopes, within wetlands or standing water, or where there is evidence of severe erosion, scouring, or non-agricultural ground disturbance. In areas where the ground surface visibility is greater than approximately 25 percent (high visibility), a pedestrian survey will be performed. Pedestrian surveys involve walking transects across the project area at 5-meter intervals examining the surface for evidence of archaeological deposits. In areas where the ground surface visibility is less than about 25 percent (low visibility), a shovel probe survey will be performed. Shovel probe surveys

entail the hand-excavation of a small hole to the base of the plowzone and screening of the resultant spoil through ¼-inch hardware cloth. SHPO has mandated that these shovel probes should be no more than 15 meters apart. Shovel probe surveys are therefore more costly as they require additional time and labor. Diagnostic cultural materials greater than 50 years in age will be collected.

- Recent aerial imagery indicates the project area is dominated by roadways and their immediate grassy margins. These areas are unlikely to yield sufficient ground surface visibility for a pedestrian survey. **Therefore, the entire project area will be subject to a shovel test survey.**
- In addition, the survey will likely require photographs, descriptions, and National Register of Historic Places evaluations of any built environment resources (buildings or structures 45 years of age or older, including culverts). SCI will assume a built environment area of potential effects (APE) that is located only in or within 50 feet of any areas of new ROW, permanent easement, or temporary easement. If built environment resources fall within this APE, they will be documented and evaluated for National Register eligibility. Should MoDOT request photographs and evaluations of built environment resources outside of these areas, the additional effort will require a modification of the scope and fee of this proposal.
- No survey method is completely accurate in locating all cultural resources that may exist within any project area. The survey methods outlined above are generally able to locate materials that are not deeply buried. If it becomes apparent that the proposed project will impact deeply buried Holocene-age soils, additional methods may need to be used to locate potentially buried cultural resources.
- Unmarked human burial sites are very difficult to locate because these usually leave no ground surface indication of their presence. As such, the identification of locations of unmarked human burials is beyond the scope of this survey. If human burials are located by this survey or by any subsequent earth-moving activities within the project area, archaeological removal of these remains, if necessary, would be for an additional fee.
- All materials recovered from the field investigation will be washed, sorted, and prepared for curation. The artifacts will then be analyzed to establish the temporal affiliations of each site, and to interpret the activities conducted at each site by prehistoric or historic people. Recovered artifacts will be deposited at a curational facility approved by the SHPO.
- It is estimated that it will take a crew of three archaeological technicians one day to complete the field investigations of the project area. The reports of those investigations will be completed four to six weeks after concluding the fieldwork.
- A written report outlining the results of the survey will be prepared in accordance with state and federal guidelines. SCI can verbally report on the findings of the survey to the client with the client's understanding that final results will be documented in the written report. A copy of the final report will be submitted to the client upon completion.

Dan Shane
HR Green

5

May 6, 2026
SCI No. 2026-0140

FEES

We will provide the consulting services for the project, as detailed above, on a Cost-Plus Fixed Fee (CPFF) basis in accordance with the attached *CPFF Estimate Sheets*. Summaries of the total hours and fees are shown in Table 1. Our fees assume that services for all three projects will be authorized simultaneously.

Table 1 – Estimated Hours and Fees Summary

Service	Estimated Hours	Estimated Fee (\$)
Geotechnical Services	125	30,910.63
Cultural Resource Services	98	10,648.25
Total	223	41,558.88

You will be invoiced in accordance with the terms included in this proposal and payment is due upon receipt of the invoice. To facilitate prompt payment, SCI accepts Visa and MasterCard in addition to normal payment methods. If you wish to pay online via check or credit card, please visit <https://sciengineering.com/client-portal/> or click the payment link in our invoice.

CONDITIONS AND CONSIDERATIONS

- Separate correspondence will be issued for each of the itemized tasks. Recommendations for further investigations or remediation, if necessary, will be included with the reports. Please contact us if you have specific dates that our reports are needed.
- The above fee is based on a maximum of 155 feet of soil drilling. This proposal does not include the additional costs associated with union restrictions.
- This proposal assumes that site access authorization will be provided by others, including access to the proposed boring locations for a conventional, all terrain mounted drill rig.
- We routinely contact the Missouri One Call system to have the locations of public utilities marked; however, we will not be responsible for any private utilities not brought to our attention prior to drilling.
- This proposal assumes all borings will be surveyed (including station, offset, and ground surface elevation) by others following completion of drilling.
- Global stability analysis of retaining walls or steepened slopes is excluded from our proposed scope. SCI can provide a supplemental or a revised proposal for this service if needed.
- In providing services under this Agreement, SCI will endeavor to perform in a manner consistent with that degree of care and skill ordinarily considered as regionally acceptable practice and exercised by members of the same profession currently practicing under similar circumstances. SCI makes no warranty, express or implied, as to its professional services rendered under this Agreement.

Dan Shane
HR Green

6

May 6, 2026
SCI No. 2026-0140

- If SCI identifies and recovers artifacts during our Phase One CRS, it will be necessary to document and curate the collected materials. If artifact curation is necessary, a **fixed fee of \$500.00** will be applied for curation services. This fee includes the labor and materials necessary to document and curate the recovered material at an SHPO approved facility. Our fee for curation services will be included on the final project invoice. If no artifacts are recovered during the Phase One CRS, the fee will be waived. If the number of artifacts exceeds what can be curated within one museum box during the Phase One CRS additional curation fees may be necessary.
- SCI's proposed Phase One CRS scope is intended to meet the requirements/guidelines set forth in the SHPO *Guidelines for Phase I Archaeological Surveys and Reports* and conform to the Secretary of the Interior's guidelines for archaeological reporting. Standard Phase One archaeological field methods will be utilized for the investigation. However, should SHPO request additional work beyond the scope described herein, a supplement to the stated fees will be necessary. In addition, other agencies or Native American tribes may request surveys to be completed. Requested surveys by others often require more stringent survey guidelines than those following SHPO guidance. A revised scope may be necessary if a survey is requested by entities other than SHPO.
- Based on our previous experience, SCI anticipates MoDOT will provide comments on the draft report(s) and may request revisions prior to the final report being submitted. The fee presented in this proposal includes the efforts necessary to address a single round of MoDOT comments on the draft report(s) and implement them as revisions to the final report. Additional comments or modifications that are requested by MoDOT following the initial round of revisions may result in additional fees.
- Additional services on our part should be anticipated following completion of the report. These services might involve more than one meeting to discuss the content and implications of the reports, review of project plans and specifications to assess the application of recommendations provided, or additional field assessments or surveys. Our specific involvement in these phases of the project cannot be estimated at this time. A formal proposal for additional consulting services can be provided should the need arise.

ACCEPTANCE

If the work order outlined herein is acceptable, please provide formal authorization to proceed by completing, signing, and returning the enclosed *Acceptance of Proposal for Professional Services* sheet. This sheet provides important information regarding report distribution and invoicing. Formal authorization is necessary prior to initiation of the activities outlined herein. SCI services will be performed for the signatory of the enclosed form. Written consent must be provided by SCI should anyone other than the client (signatory) wish to excerpt, or rely on, the results of our activities. The enclosed *General Terms and Conditions* will apply to any future services you authorize for this project.

Thank you for the opportunity to submit this proposal. If you have any questions or require further clarification, please do not hesitate to contact us at (636) 949-8200.

Dan Shane
HR Green

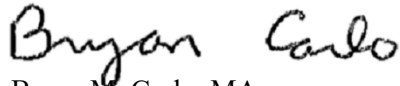
7

May 6, 2026
SCI No. 2026-0140

If you have any questions or comments, please do not hesitate to contact us at your earliest convenience.

Respectfully,

SCI ENGINEERING, INC.



Bryan M. Carlo, MA
Senior Archeologist



Timothy J. Barrett, P.E., CFM
Geotechnical Services Manager



Scott E. Billings
Natural and Cultural Resources Manager

PP/TJB/BMC/SEB/meh/snp

Enclosures


Boring Layout
CPFF Estimates
Acceptance of Proposal for Professional Services
General Terms and Conditions

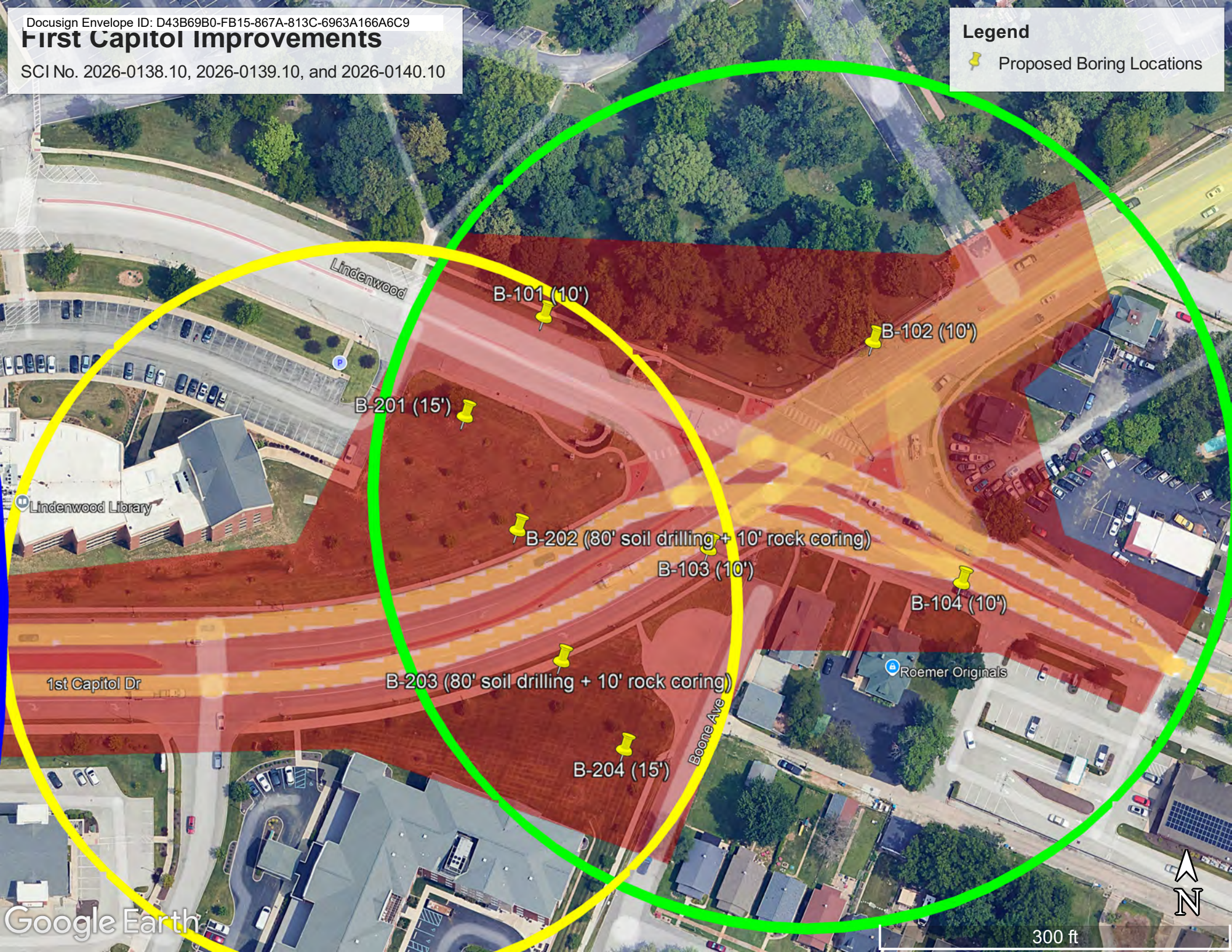
C: Kevin Brehm, P.E.; HR Green

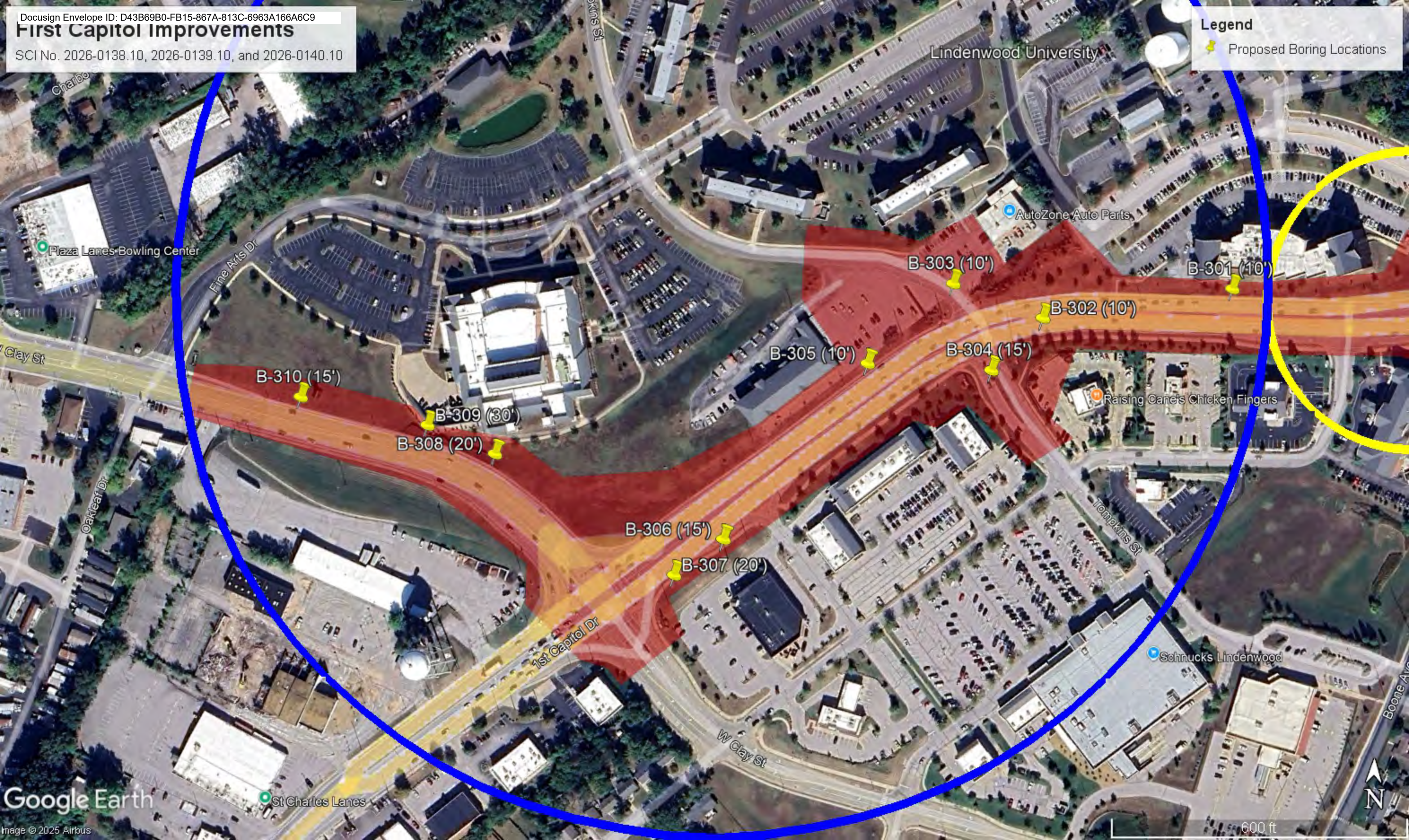
First Capitol Improvements

SCI No. 2026-0138.10, 2026-0139.10, and 2026-0140.10

Legend

-  Proposed Boring Locations







SCI ENGINEERING, INC.
 130 Point West Boulevard
 St. Charles, Missouri 63301
 636-949-8200
 www.sciengineering.com

Project Name First Capitol Improvements (West Clay to Kingshighway)
SCI Project Number 2026-0140.10
Location St. Charles, MO

Date Prepared: May 6, 2026

Task Item	Sr. Engineer II	Project Engineer I	Staff Geologist	GIS/CAD	Admin	Subtotal	Direct Costs	Total Cost
G1 - Coordination and Field Exploration	3	9	31	5	0	48	10,589.75	
G2 - Roadway Geotechnical Report	10	41	0	6	8	65		
G3 - Meetings	2	2	0	0	0	4		
G4 - QA/QC	4	0	0	0	0	4		
G5 - Project Administration	4	0	0	0	0	4		
TOTAL HOURS	23	52	31	11	8	125	10,589.75	
Hourly Salary Rate (Average)	73.78	45.78	38.94	49.25	29.74			
Direct Labor	1,696.94	2,380.56	1,207.14	541.75	237.92	6,064.31		
Overhead Rate	192.17%	3,261.01	4,574.72	2,319.76	1,041.08	457.21	11,653.78	
FCCM	0.555%	9.42	13.21	6.70	3.01	1.32	33.66	
Profit	14.50%	718.90	1,008.52	511.40	229.51	100.79	2,569.12	
Total Labor Cost	\$5,686.27	\$7,977.01	\$4,045.00	\$1,815.35	\$797.25	20,320.88		
TOTAL COST							Total	30,910.63
Average Rate per Classification	2.9217	\$247.23	\$153.40	\$130.48	\$165.03	\$99.66		

Cost per Task	Sr. Engineer II	Project Engineer I	Staff Geologist	GIS/CAD	Admin	Total Labor per Task	Direct Costs	Total Per Task
G1 - Coordination and Field Exploration	741.69	1,380.64	4,045.00	825.16		6,992.48	10,589.75	17,582.23
G2 - Roadway Geotechnical Report	2,472.29	6,289.57		990.19	797.25	10,549.29	0.00	10,549.29
G3 - Meetings	494.46	306.81				801.27	0.00	801.27
G4 - QA/QC	988.92					988.92	0.00	988.92
G5 - Project Administration	988.92					988.92		988.92
						0.00		0.00
TOTALS	5,686.27	7,977.01	4,045.00	1,815.35	797.25	20,320.88	10,589.75	30,910.63



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Project Name First Capitol Improvements (West Clay to Kingshighway)
SCI Project Number 2026-0140.10
Location St. Charles, Missouri

SCI Direct Costs

G1 - Coordination and Field Exploration

	Qty	Rate		Totals
10 Soil Test Borings with Sampling - Midwest Drilling	1	\$ 5,775.00	\$	5,775.00
Traffic Control - Tramar Contracting	1	\$ 2,150.000	\$	2,150.00
Mileage	30	\$ 0.725	\$	21.75
		Subtotal		\$7,946.75

G1- Laboratory Testing

Visual Classification and Moisture Contents (ASTM D2488/D2216)	51	\$ 15.00	\$	765.00
Atterberg Limit Tests (ASTM D4318)	13	\$ 92.00	\$	1,196.00
Sieve Analysis with Percent Finer than #200 (ASTM D422)	6	\$ 72.00	\$	432.00
Unconfined Compressive Strength (Qu) Test (Soil - Undisturbed)	2	\$ 125.00	\$	250.00
		Subtotal		\$2,643.00

	Subtotal Direct Costs	\$10,589.75
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Project Name First Capitol Improvements (West Clay to Kingshighway)
SCI Project Number 2026-0140.40
Location St. Charles, Missouri

Date Prepared: April 16, 2026

Task Item	Senior Scientist II	Senior Archaeologist	Archaeologist III	Archaeologist I	GIS/CAD	Sr. Admin	Subtotal	Direct Costs	Total Cost
Internal and External Meetings		2	2		2	2	8		
MoDOT Coordination		2	2		2	2	8		
Phase I Cultural Resource Survey		4	10	20		2	36	112.50	
Phase I Cultural Resource Report		4	24	4	10	4	46		
							0		
							0		
TOTAL HOURS	0	12	38	24	14	10	98	112.50	
Hourly Salary Rate (Average)	54.60	43.69	29.83	20.81	49.25	29.74			
Direct Labor	0.00	524.28	1,133.54	499.44	689.50	297.40	3,144.16		
Overhead Rate	192.17%	0.00	1,007.51	2,178.32	959.77	1,325.01	571.51	6,042.13	
FCCM	0.555%	0.00	2.91	6.29	2.77	3.83	1.65	17.45	
Profit	14.50%	0.00	222.11	480.22	211.59	292.10	125.99	1,332.01	
Total Labor Cost	\$0.00	\$1,756.81	\$3,798.38	\$1,673.57	\$2,310.44	\$996.56	10,535.75		
TOTAL COST								Total	10,648.25
Average Rate per Classification	2.9217	\$0.00	\$146.40	\$99.96	\$69.73	\$165.03	\$99.66		

Cost per Task	Senior Scientist II	Senior Archaeologist	Archaeologist III	Archaeologist I	GIS/CAD	Sr. Admin	Total Labor per Task	Direct Costs	Total Per Task
Internal and External Meetings		292.80	199.91		330.06	199.31	1,022.09	0.00	1,022.09
MoDOT Coordination		292.80	199.91		330.06	199.31	1,022.09	0.00	1,022.09
Phase I Cultural Resource Survey		585.60	999.57	1,394.64		199.31	3,179.13	112.50	3,291.63
Phase I Cultural Resource Report		585.60	2,398.97	278.93	1,650.32	398.62	5,312.44	0.00	5,312.44
0							0.00		0.00
0							0.00		0.00
TOTALS	0.00	1,756.81	3,798.38	1,673.57	2,310.44	996.56	10,535.75	112.50	10,648.25

Project Name **First Capitol Improvements (West Clay to Kingshighway)**
SCI Project Number **2026-0140.40**
Location **St. Charles, Missouri**

SCI Direct Costs

Phase I Cultural Resource Survey

	Units	Rate	Totals	
Arrow	1	\$ 50.00	\$	50.00
Mileage	100	\$ 0.625	\$	62.50
			<hr/>	
			Subtotal	\$112.50
			Subtotal Direct Costs	\$112.50



SCI ENGINEERING, INC.
130 Point West Boulevard
St. Charles, Missouri 63301
636-949-8200
www.sciengineering.com

ACCEPTANCE OF PROPOSAL FOR PROFESSIONAL SERVICES

Project Name: First Capitol Improvements – West Clay to Kingshighway – Consulting Services

Project Number: SCI No. 2026-0140.10, .40 / TJB, SEB

Date: May 6, 2026

Fee: Hourly/test basis per the Cost-Plus Fixed Fee Estimates

Please provide formal authorization to proceed by completing, signing, and returning this form. The attached terms and conditions will apply to the services outlined in the accompanying proposal.

Accepted By:

Name and Title: _____ Address: _____

Signature: _____ City, State, Zip: _____

Company Name: _____ Telephone: _____

Date: _____ Email: _____

Party responsible for payment: (if different than Accepted By)

Name and Title: _____ Address: _____

Signature: _____ City, State, Zip: _____

Company Name: _____ Telephone: _____

Date: _____ Email: _____

Report Distribution (Note: Additional printed report copies after final submittal will be billed at \$25.00 each)

Company and Contact Name:	Address (Printed) or Email (Electronic):	No. Printed Reports
_____	_____	_____
_____	_____	_____
_____	_____	_____

NOTICE TO OWNER: (FOR SITES IN MISSOURI ONLY)

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 YOU PAYING FOR LABOR AND MATERIAL TWICE.



SCI ENGINEERING, INC.
130 Point West Boulevard
St. Charles, Missouri 63301
636-949-8200
www.sciengineering.com

GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE OF AGREEMENT** The terms and conditions of the agreement between the client and SCI ENGINEERING, INC. (hereinafter called SCI) are detailed below and have been established to allocate risks between both. For the purposes of convenience, the client may choose to orally authorize our service, in which case the client agrees that the verbal agreement constitutes formal acceptance of the terms and conditions detailed below. Subsequent to an agreement by both parties to perform the services, modifications to the terms and conditions are prohibited.

2. **SITE ENTRY** You, the Client, will provide for right of entry of SCI or employees of firms working under the direction of SCI, and all necessary equipment, in order to perform the work. Although SCI will exercise reasonable care in performing its services, the Client understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this agreement. The client agrees, to the fullest extent permitted by law, to indemnify and hold harmless SCI and its subconsultants against any damages, liabilities, or costs, arising or allegedly arising from procedures associated with testing or investigative activities to the fullest extent permitted by law. If you desire or require us to restore the site to its former condition, upon written request, we will perform such additional work as is necessary and you agree to pay all costs incurred.

3. **SUBSURFACE STRUCTURES OR UTILITIES** The Client will furnish to SCI information identifying the type and location of utility lines and other man-made objects beneath the site's surface. SCI will take reasonable precautions to avoid damaging these man-made objects. You agree to waive any claim against SCI, and to defend, indemnify and hold SCI harmless from any claim or liability for injury or loss allegedly arising from SCI's damaging underground utilities or other man-made objects that were not called to SCI's attention, or which were not properly located on plans furnished to SCI.

4. **SAMPLES** Soil, rock, water, or other samples obtained from the project site are your property. SCI shall preserve such samples for no longer than thirty (30) calendar days after the issuance of any document that includes the data obtained from them, unless other mutually agreed arrangements are documented.

Concrete test specimens will be discarded after testing. If project specification strengths are met, "hold" cylinders will be discarded at that time.

If in SCI's opinion any of the samples collected may be affected by regulated contaminants, SCI shall package such samples in accordance with applicable law and client shall arrange for lawful disposal procedures. SCI shall not, under this agreement, arrange for or be responsible for the disposal of substances affected by regulated contaminants. Furthermore, unless detailed in a specific work scope, SCI is not responsible for any soil cuttings or produced groundwater generated for the purpose of sample collection that may be affected by regulated contaminants that are left at a job site and were generated for the collection of soil and groundwater samples. SCI will, at the client's request, help the client identify appropriate alternatives for the off-site treatment, storage, or disposal of these materials, for additional fees.

5. **GENERAL LIABILITY AND LIMITATION** SCI agrees to hold you harmless and to indemnify you on account of any liability due to bodily injury or property damage to the extent directly caused by our negligent operational acts, but such hold harmless and indemnity will be limited to that covered by our comprehensive general liability insurance. At your request, SCI will provide certificates evidencing such coverage and will purchase additional limits of liability that you may require as a separate cost item to be borne by you.

You shall not be liable to SCI and SCI shall not be liable to you for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by you or SCI, their employees, agents, or subcontractors. Consequential damages include, but are not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damage that any party may have incurred from any cause of action, including, but not limited to negligence, strict liability, breach of contract, or breach of warranty.

6. **SHARED RISK ALLOCATION** The Client and SCI agree to allocate certain of the risks so that, to the fullest extent permitted by law, SCI's total aggregate liability to the Client is limited to \$50,000.00 for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's and expert witness' fees) arising out of this AGREEMENT from any cause or causes. Such causes include, but are not limited to, SCI's negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability based upon contract, tort, or statute. Higher limits may be available upon request and additional negotiated fee.

Limitations on liability, waivers and indemnities in this Agreement are business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary duty, tort (including negligence), strict or statutory liability, or any other cause of action. You agree that you will not seek damages in excess of the contractually agreed-upon limitation directly or indirectly through suits against other parties who may join the Consultant as third-party defendant. None of the insurance or indemnity obligations under this agreement shall be deemed to be with a waiver of this limitation of liability provision.

7. **INVOICES** You will make all payments in accordance with SCI's invoices, and payment is due upon receipt of invoice. A fee of 1½ percent per month will be payable on any amounts not paid within thirty (30) days, payment thereafter to be applied first to accrued interest and then to your unpaid amount. You agree to pay invoices under these terms and to bear collection fees, court costs, or any other reasonable expense involved in the collection of amounts not paid.

8. **HAZARDOUS MATERIALS; NOTIFICATION OF AND DISCOVERY OF** When hazardous materials are known, assumed, or suspected to exist at a site, SCI is required to take appropriate precautions to protect the health and safety of its personnel, to comply with applicable laws and regulations, and to follow procedures that SCI deems prudent to help minimize physical risks to employees and the public. You warrant that you have provided to SCI all available information about type and location of known and suspected hazardous materials on, under, or adjacent to the project site.

The discovery of unanticipated hazardous or suspected hazardous materials will constitute a changed condition mandating termination of services if SCI and you are unable to renegotiate the scope of service in a timely manner. SCI will notify you as soon as practically possible should SCI encounter unanticipated hazardous or suspected hazardous materials.

The discovery of unanticipated hazardous or suspected hazardous materials may make it necessary for SCI to take measures that in SCI's professional opinion are needed to help preserve and protect the health and safety of SCI's personnel and of the public, and/or to preserve and protect the environment. As a condition precedent to the provision of service for this project, you agree to

compensate SCI for the additional fees and costs associated with any such measures and further agree to defend, indemnify, and hold harmless from any claim or liability for injury or loss arising from SCI's encountering unanticipated hazardous or suspected hazardous materials.

9. CONTAMINATION OF AN AQUIFER

Unavoidable contamination of soil or groundwater may occur during subsurface exploration, as when drilling or sampling tools penetrate a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading contaminants. Because subsurface exploration is an essential aspect of the services that SCI will provide on your behalf, you shall indemnify, defend, and hold SCI harmless from any claim or liability for injury or loss which may arise as a result of contamination allegedly caused by subsurface exploration to the fullest extent permitted by law.

10. SITE SAFETY

With respect to project site safety, SCI shall be responsible only for the on-site activities of its employees and subcontractors, and this responsibility shall not be construed to relieve you or the general contractor from your obligation to maintain a safe project site. Neither the professional activities of SCI, nor the presence of SCI's employees or subcontractors shall be construed to imply that SCI has any responsibility for any methods of work performance, procedures, superintendence, sequencing of operations, or safety in, on, or about the project site other than SCI's and SCI's subconsultants. You agree that the general contractor is responsible for project site safety and warrant that this intent shall be made evident in your agreement with the general contractor.

11. CONSTRUCTION COST ESTIMATES

An opinion of construction cost prepared by SCI represents our judgment as a design professional and is supplied for your general guidance only. Since we have no control over the cost of labor and material, nor over competitive bidding or market conditions, we do not guarantee the accuracy of our opinion as compared to other sources, such as, contractor bids of actual cost to the owner.

12. DEFECTS IN SERVICE

You and your personnel, contractors, and subcontractors shall promptly report to SCI any defects or suspected defects in SCI's work, in order that SCI may take prompt effective measures which in SCI's opinion will minimize the consequences of any such defect.

13. TERMINATION

Any or all services being provided for you by SCI under these General Terms and Conditions or under separate contract may be terminated by either party upon seven (7) days prior written notice. In the event of termination, SCI shall be compensated by you for all services performed up to and including the termination date, including reimbursable expenses.

14. FORCE MAJEURE

Any delays or failure of performance by SCI shall not constitute a default under this Agreement, if such delays or failures of performance are caused by occurrences beyond the reasonable control of SCI. Performance under this Agreement shall resume promptly once the cause or delay or failure ceases and SCI's schedule for performance shall be extended to the extent of such delay. Each party shall take reasonable steps to mitigate the impact of any such delay or failure.

15. ENVIRONMENTAL SITE ASSESSMENT

An Environmental Site Assessment is conducted to render an opinion about the possibility of regulated contaminants being present on, in, or beneath the site specifically at the time services were conducted. Client understands that no matter how thorough an Environmental Site Assessment is, SCI cannot know or state factually that a site is unaffected by reportable quantities of regulated contaminants. Furthermore, even if SCI believes that reportable quantities are not present, the client bears the risk that such contaminants may be present or may migrate to the site after the study is complete. Likewise, the client agrees to hold SCI harmless from any claim or liability for injury or loss arising from the unanticipated discovery of hazardous materials or suspected hazardous materials to the fullest extent permitted by law.

16. FAILURE TO FOLLOW RECOMMENDATIONS

SCI disclaims any and all responsibility and liability for problems that may occur during implementation of SCI's plans, specifications, or recommendations when SCI is not retained to observe such implementation.

17. ALTERATION OF INSTRUMENTS OF SERVICE

Client agrees that designs, plans, specifications, reports, proposals, and similar documents prepared by SCI are instruments of professional service, and as such, they may not under any circumstances be altered by any party except SCI. Client warrants that SCI's instruments of service will be used only and exactly as submitted by SCI. Accordingly, Client shall waive any claim against SCI and shall, to the fullest extent permitted by law, indemnify, defend, and hold SCI harmless of any claim or liability for injury or loss arising from unauthorized alteration of SCI's instruments of service.

18. MOLD DISCLAIMER

The services performed by SCI, unless specifically addressed in our scope of services, are not intended to take into account indoor amplification of mold. SCI's services may comment on depth to groundwater and site drainage, but in no instance is this to be interpreted that we were specifically intending to reduce moisture contents and/or humidity measurements within the structure as they may relate to mold. Client understands our services, unless specifically expressed in our work scope, are in no way intended to address the potential for mold infestation, and, as such, agrees to indemnify and hold SCI harmless from any claim alleging that SCI's services caused or aggravated a mold infestation to the fullest extent permitted by law.

19. OTHER PROVISIONS

You agree that this contract is entered into by the parties for the sole benefit of the parties to the contract, and that nothing in the contract shall be construed to create a right or benefit for any third party.

a. You agree that any and all limitations of SCI's liability and indemnifications by you shall include and extend to those individuals and entities SCI retains for performance of the services under this Agreement, including but not limited to SCI's officers, directors, and employees and their heirs and assigns, and SCI's subconsultants.

b. In an effort to resolve any conflicts that arise during or following completion of the project, you and SCI agree that all disputes between us arising out of or related to this Agreement shall be submitted to non-binding mediation as a condition precedent to institution of any formal legal proceeding, unless the parties mutually agree otherwise in writing.

c. THE PARTIES TO THIS CONTRACT HEREBY AGREE TO SUBMIT ANY SUCH DISPUTE TO THE CIRCUIT COURT OF ST. CHARLES COUNTY, STATE OF MISSOURI.

d. Test borings and test pits are an accepted and informative means of subsurface exploration. However, in the nature of things, they cannot indicate with absolute certainty the nature of the subsurface conditions between and sample locations of the exploration and below the termination of the borings or pits. Therefore, a report based on test borings, test pits, or other exploration method cannot ascertain the nature of the subsurface conditions between and beyond the specific sample locations. If conditions different than are indicated in our report come to your attention after you receive the report, it is recommended that you contact SCI immediately to inform SCI completely of what you have discovered and to authorize further evaluation, if appropriate.

e. Any recommendations provided in any correspondence, reports, plans, etc. from SCI are for the exclusive use of our client and are specific to the project covered by this contract. Recommendations provided by SCI are not meant to supersede more stringent requirements of local ordinances.

f. You may not assign this agreement to any other person or entity without the prior written consent of SCI. Any transfer of fifty percent or more of your equity interest or voting interest shall be deemed to be an assignment for this purpose.

g. SCI will perform all services under this agreement using the standard of care ordinarily used by firms performing such services in the locale where the services are being rendered. However, many factors influence the results from those services. As such, SCI expressly disclaims any warranty or guaranty as to the accuracy of such results. SCI's performance shall be solely judged against the foregoing standard of care.

Important Information about This

Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected*. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation*

is an offer to better manage your risk. Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk “Catch-22” situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report’s recommendations when another firm performs the services needed to evaluate the recommendations’ adequacy.* The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project’s geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project **is not** a mold prevention consultant; **none of the services being offered have been designed or proposed for the purpose of mold prevention.**

Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members’ misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by having your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members’ plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled “limitations,” many of these provisions indicate where geotechnical engineers’ responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal’s provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Rely on Your Geotechnical Engineer for Additional Assistance

Membership in the Geoprofessional Business Association (GBA) exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with a GBA-member geotechnical engineer for more information. Confirm a firm’s membership in GBA by contacting GBA directly or at its website.



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ATTACHMENT C**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -
PRIMARY COVERED TRANSACTIONS**

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction 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 it knows that the certification is erroneous. A participant may decide the

method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.

<https://www.epls.gov/epl/s/search.do?page=A&status=current&agency=69#A>.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ATTACHMENT D**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS**

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction 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 it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System.
<https://www.epls.gov/epl/search.do?page=A&status=current&agency=69#A>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,

debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Attachment E
Disadvantage Business Enterprise Contract Provisions

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal is established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. The Good Faith Efforts documentation shall illustrate reasonable efforts to obtain DBE Participation. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

Attachment F – Fig. 136.4.15
Conflict of Interest Disclosure Form for LPA/Consultants
Local Federal-aid Transportation Projects

Firm Name (Consultant): HR Green, Inc.

Project Owner (LPA): City of Saint Charles, MO

Project Name: First Capitol Drive Shared Use Path Pedestrian Bridge

Project Number: TAP-7302-(722)

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri’s Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

No real or potential conflicts of interest
If no conflicts have been identified, complete and sign this form and submit to LPA

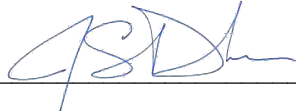
Real conflicts of interest or the potential for conflicts of interest
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant’s proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

LPA

Consultant

Printed Name: Jason S. Dohrmann, PE

Printed Name: _____

Signature: 

Signature: _____

Date: June 2, 2026

Date: _____

Certificate Of Completion

Envelope Id: D43B69B0-FB15-867A-813C-6963A166A6C9

Status: Sent

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Source Envelope:

Document Pages: 56

Signatures: 6

Envelope Originator:

Certificate Pages: 3

Initials: 5

Grace Capritta

AutoNav: Enabled

Comments: yes

200 N Second St

Envelopeld Stamping: Enabled

Saint Charles, MO, MO 63301

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

grace.capritta@stcharlescitymo.gov

IP Address: 35.130.51.195

Record Tracking

Status: Original

Holder: Grace Capritta

Location: DocuSign

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grace.capritta@stcharlescitymo.gov

Signer Events

Signature

Timestamp

Dan Mann

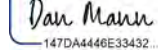
daniel.mann@stcharlescitymo.gov

Director of Engineering

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

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Signed: 6/11/2026 7:44:34 AM

Electronic Record and Signature Disclosure:

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Willie Hantack

William.Hantack@stcharlescitymo.gov

Audit & Accounting Manager

City of Saint Charles, MO

Signing Group: Senior Financial Analysts

Security Level: Email, Account Authentication (None)

DS


Signature Adoption: Uploaded Signature Image

Using IP Address: 35.130.51.195

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Electronic Record and Signature Disclosure:

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Paul Feldmann

paul.feldmann@stcharlescitymo.gov

Purchasing Manager

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

Signed by:



CA2B397B773142A...

Signature Adoption: Pre-selected Style

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Viewed: 6/15/2026 3:37:57 PM

Signed: 6/15/2026 3:38:21 PM

Electronic Record and Signature Disclosure:

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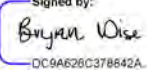
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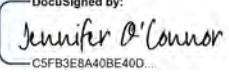
Signer Events**Signature****Timestamp**

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:

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

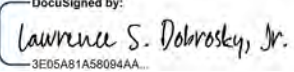
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Jennifer O'Connor
 jennifer.oconnor@stcharlescitymo.gov
 Director of Finance
 City of Saint Charles, MO
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

DocuSigned by:

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 Signed using mobile

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 Signed: 6/16/2026 8:53:06 AM

Lawrence S. Dobrosky, Jr.
 lawrence.dobrosky@stcharlescitymo.gov
 Director of Administration
 City of Saint Charles, MO
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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Electronic Record and Signature Disclosure:
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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

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Daniel J. Borgmeyer
 dan.borgmeyer@stcharlescitymo.gov
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Kim Hudson
 kimberly.hudson@stcharlescitymo.gov
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

City Clerk - Assign Contract #

Signing Group: City Clerk - Assign Contract #
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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

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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
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Contract # _____
(City Clerk will Assign)

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

Requesting Department:	Engineering	Department Contact:	Jonathan Swagman/Grace C
Vendor Name & NWS#:	HR Green, Inc / 9995		
Description/Purpose:	Authorization to execute an agreement with HR Green, Inc for First Capitol & Kingshighway Roundabout in an amount not to exceed \$337,216.35.		
Account #:	410-502-502-873-101 - \$18,000.00 410-502-502-873-199 - \$7,216.35 412-50-502-873-199 (FED) - \$240,000.00 412-502-502-873-101 (CRB) - \$72,000.00		
Project #:	26ENGST003		
Amount of this Routing:	\$ 337,216.35	Requisition #:	20260660
Contract Type:	New Contract	N/A	Coop#:
Contract Term:	Until Contract Completion	Renewal Options:	
If Renewal or Amendment: C#	Amendment #	Renewal #	
Original Contract Value:	\$	Total of Previous Amendments:	\$
Total Contract Value:	\$ 337,216.35		

DS
MS

Certifications: to be completed by Originating Department Director

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

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

Printed Name: Dan Mann	Signature: <small>DocuSigned by:</small> <i>Dan Mann</i>	6/16/2026
--------------------------------------	---	-----------

ROUTING	Signature/Date
Purchasing Review (Compliant with Chapter 145 and City Terms)	<small>Signed by:</small> <i>Paul Feldmann</i> 6/16/2026
Department of Law (for Legality only)	<small>Signed by:</small> <i>Bryan Wise</i> 6/16/2026
Director of Finance (Funds Available)	<small>DocuSigned by:</small> <i>Jennifer O'Connor</i> 6/16/2026
Director of Administration (Recommend Approval)	<small>DocuSigned by:</small> <i>Lawrence S. Dobrosky, Jr.</i> 6/16/2026
City Council Approval on Consent Agenda	
Mayor (Signature Indicating Approval)	
City Clerk (Signature, Seal and Contract # Assigned)	

Legal has reviewed form of agreement: DS
MLO



RCA FORM (OFFICE USE ONLY)

Bill # _____

MEETING/DATE: 06/23/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 2

Sponsor(s): Consent Agenda

Description:

Authorization to execute an agreement with HR Green, Inc for First Capitol & Kingshighway Roundabout in an amount not to exceed \$337,216.35.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

This agreement is an engineering services contract with HR Green for the design of new roundabout at First Capitol Drive and Kingshighway. The project improvements include a new roundabout to replace the existing signalized intersection. Median refuge islands will be installed on each leg of the roundabout. The existing pavement at this intersection is in fair condition and will be replaced with full depth asphalt pavement as needed to construct the new roundabout. Project also includes a new 10' wide shared use path (SUP) along the one side of First Capitol, where no SUP exists today. This project has been awarded both federal CMAQ and St. Charles County TIP funding.

Staff recommends approval of the agreement.

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

Fiscal Impact: 337,216.35 **Requisition #:** 20260660

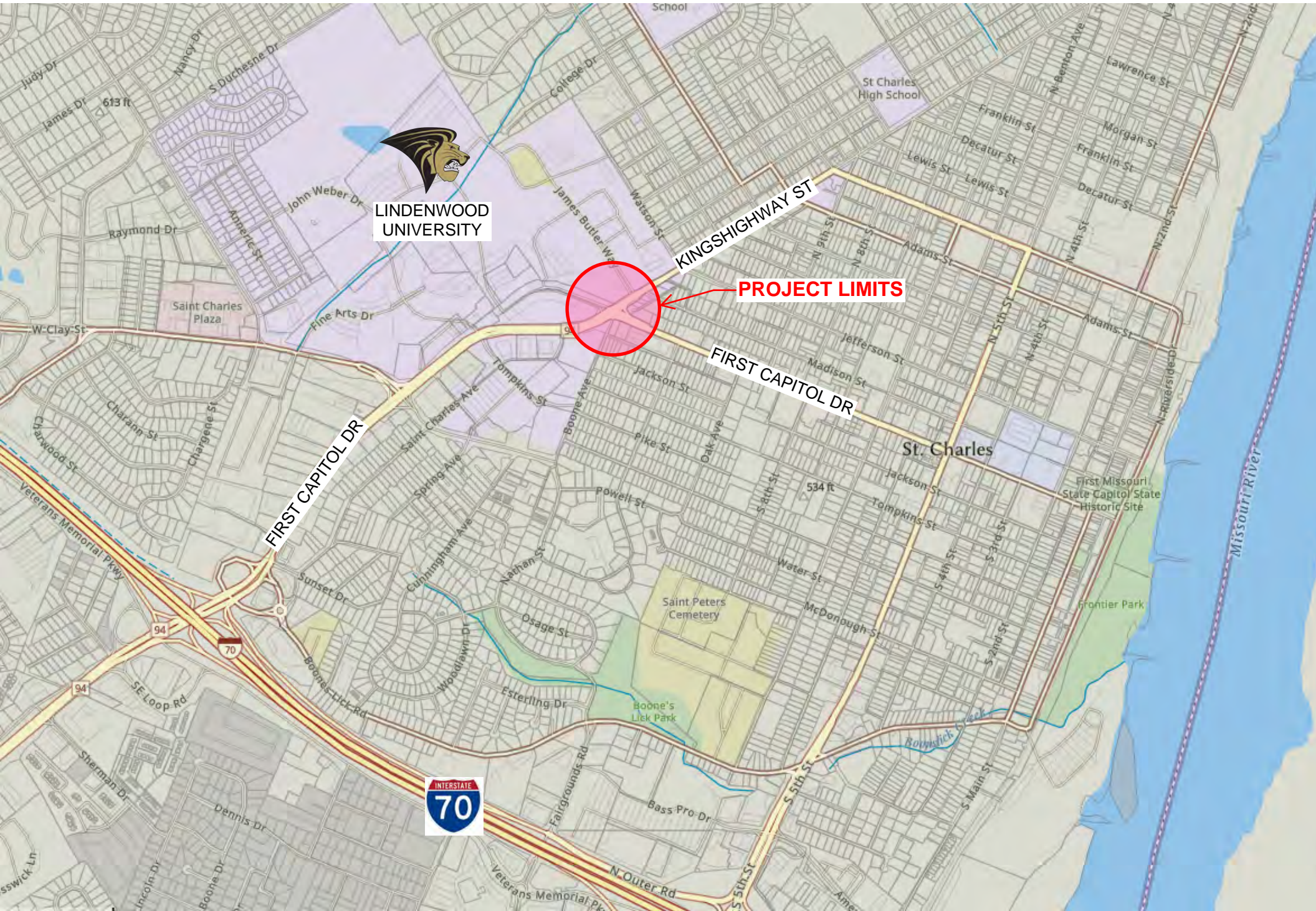
Account #: 410-502-502-873-101 - \$18,000.00 410-502-502-873-199 - \$7,216.35
412-50-502-873-199 (FED) - \$240,000.00
412-502-502-873-101 (CRB) - \$72,000.00

Project #: 26ENGST003

RCA prepared by: JRS / GC Dept. Dir. Finance Dir. Dir. of Admin.

Attachment A1

Project Location Map
CMAQ First Capitol Drive and Kingshighway Street Roundabout



SPONSOR: City of St. Charles
LOCATION: First Capitol Drive at Kingshighway, St. Charles, St. Charles County
PROJECT: First Capitol Drive and Kingshighway Roundabout
CMAQ-7302(721)

THIS CONTRACT is between *St. Charles, Missouri*, hereinafter referred to as the "Local Agency", and *HR Green, Inc.*, hereinafter referred to as the "Engineer".

INASMUCH as funds have been made available by the Federal Highway Administration through its *Congestion, Mitigation, and Air Quality (CMAQ)*, coordinated through the Missouri Department of Transportation, the Local Agency intends to *construct a roundabout at the intersection of First Capitol Drive and Kingshighway* and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, and design of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

ARTICLE I – SCOPE OF SERVICES

See Attachment A

ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

- A. DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0% of the total Agreement dollar value.
- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, 0% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING <u>ADDRESS</u>	TYPE OF DBE <u>SERVICE</u>	TOTAL \$ VALUE OF THE DBE <u>SUBCONTRACT</u>	CONTRACT \$ AMOUNT TO APPLY TO TOTAL <u>DBE GOAL</u>	PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO <u>TOTAL GOAL</u>
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ARTICLE III-ADDITIONAL SERVICES

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the

additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the Local Agency;
- B. provide the Engineer with the Local Agency's requirements for the project;
- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);
- F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

ARTICLE V - PERIOD OF SERVICE

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

- A. PS&E Approval by MODOT shall be completed on **September 31, 2028**
- ~~B. Construction Phase shall be completed 60 days after construction final completion schedule.~~

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

ARTICLE VI – STANDARDS

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current

version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT’s Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

ARTICLE VII - COMPENSATION

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of **\$34,108.54**, with a ceiling established for said design services in the amount of **\$337,216.35**, which amount shall not be exceeded.

~~B. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$ _____, with a ceiling established for said inspection services in the amount of \$ _____, which amount shall not be exceeded.~~

C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.

D. Actual costs in Sections A and B above are defined as:

1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
2. An amount calculated at **59.92%** of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
3. An amount calculated at **123.39%** of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.

- E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.
- H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of:

Sub-Consultant Name	Address	Services
EFK Moen	13523 Barrett Pkwy Dr. #250 Ballwin, MO 63021	Surveying, Property Descriptions, Plats
SCI Engineering	130 Point West Boulevard St. Charles, Missouri, 63301	Geotechnical Investigation, Cultural Resources Survey

ARTICLE X - PROFESSIONAL ENDORSEMENT

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

ARTICLE XI - RETENTION OF RECORDS

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

ARTICLE XII - OWNERSHIP OF DOCUMENTS

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT

- A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.
- B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the

services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

- C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.
- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.
- E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.
 - 1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
 - 2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.
 - 3. Any material contract breach by the Local Agency.

ARTICLE XIV - DECISIONS UNDER THIS CONTRACT

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

ARTICLE XV - SUCCESSORS AND ASSIGNS

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XVI - COMPLIANCE WITH LAWS

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

ARTICLE XVIII - NONDISCRIMINATION

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, religion, sex, sexual orientation, gender identity, color, national origin, age, or disability in the selection and retention of subcontractors. The Engineer will comply with state and federal statutes and regulations related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of race, religion, sex, sexual orientation, gender identity, color, national origin, age, or disability. The Engineer shall provide all information and reports, and permit access to its records, as determined by the Department of Transportation to be necessary to ascertain compliance with this section. If the Engineer fails to comply with this section, the Local Agency may withhold payments under the Agreement or cancel, terminate, or suspend the Agreement.

ARTICLE XIX – LOBBY CERTIFICATION

CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

ARTICLE XX – INSURANCE

- A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.
- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

C. The Engineer's insurance coverage shall be for not less than the following limits of liability:

1. Commercial General Liability:
 - Each Occurrence \$4,000,000
 - Personal & Advertising Injury \$4,000,000
 - Products/Completed Operations
 - Aggregate \$4,000,000
 - General Aggregate \$4,000,000

An umbrella or excess liability policy may be used to attain the shown commercial general liability limits.

Policy shall not contain any endorsements that remove or restrict the following coverages:

 - a. Contractual Liability
 - b. Explosion, Collapse & Underground
 - c. Independent Contractors
2. Automobile Liability: \$4,000,000 Each Accident, Combined Single Limits, Bodily Injury and Property Damage. An umbrella or excess liability policy may be used to attain the shown commercial general liability limits.
3. Worker's Compensation in accordance with the statutory limits; and
 - Bodily Injury by Accident \$550,000 each accident
 - Bodily Injury by Disease \$550,000 policy limit
 - Bodily Injury by Disease \$550,000 each employee
4. Professional (“Errors and Omissions”) Liability: \$4,000,000, each claim and in the annual aggregate.

D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer’s commercial general or professional liability (“Errors and Omissions”) policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.

E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

ARTICLE XXI - ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Attachment C - Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions.

Attachment D - Certification Regarding Debarment, Suspension, and Ineligibility and
Voluntary Exclusion - Lower Tier Covered Transactions.

Attachment E – DBE Contract Provisions

Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this ____ day of _____, 20__.

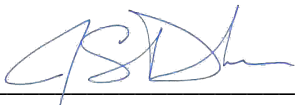
Executed by the County/City this __ day of _____, 20__.

FOR: CITY OF SAINT CHARLES, MISSOURI

BY: _____
Title:

ATTEST: _____

FOR: HR GREEN, INC.

BY: 
Jason S. Dohrmann, PE - Vice-President

ATTEST:  _____

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

DocuSigned by:

C5FB3E8A40BE40D... 6/16/2026

ACCOUNTING OFFICER
Jennifer O'Connor

ATTACHMENT A

SCOPE OF SERVICES

First Capitol Drive and Kingshighway Roundabout
CMAQ-7302(721); 26ENGST002

PROJECT DESCRIPTION

The City of Saint Charles, MO (CITY) will be making traffic flow and safety improvements to the intersection of First Capitol Drive and Kingshighway with a new dual lane roundabout. The work will consist of pavement reconstruction at the intersection. The project will consist of the following design features: 1). Conceptual design study to review improvement recommendations related to traffic flow along Kingshighway between First Capitol and Watson Street in the form of a Technical Memorandum; 2). Pavement reconstruction to convert existing traffic signal control at First Capitol Drive and Kingshighway to a dual-lane roundabout; and 3). A new shared use path (SUP) connection between new pedestrian bridge (TAP-7302(722)) through the roundabout and connect to future SUP along the north side of First Capitol Drive.

GENERAL

The ENGINEER will develop detailed plans, job special provisions, and an opinion of estimated construction cost for the improvements. This scope of services includes the completion of four (4) tasks as detailed below. Plans will be developed in accordance with the procedures required by the Missouri Department of Transportation, LPA Manual. The ENGINEER will develop deliverables for the following four submittals (items 1 through 4), and submit to the CITY, MoDOT, and County Road Board for review and approval:

1. Conceptual Design Study and Technical Traffic Memorandum
2. Preliminary Plan Phase
3. Right-of-Way Plan Phase
4. Final Design Plan Phase

PROJECT ASSUMPTIONS

The following assumptions were made in developing this scope of services:

1. Federal Funding: This project includes federal funding participation, and all aspects of this project will need to follow procedures outlined in the MoDOT LPA Manual.
2. Traffic Technical Memorandum: Traffic count data and traffic signal timing plans will be provided by the CITY.
3. Conceptual Design Study: The conceptual design study will consider existing conditions, traffic signal at Watson Street, and roundabout control at First Capitol Drive, and will be the basis of this memorandum, and no new horizontal or vertical alignments will be considered. Specifically, the traffic study will evaluate lane configuration at the roundabout and segment of Kingshighway to Watson Street.
4. Detailed Design Phase: This scope of work is based on the improvements of a dual lane roundabout at First Capitol Drive and Kingshighway. Any other improvements identified

ATTACHMENT A

SCOPE OF SERVICES

First Capitol Drive and Kingshighway Roundabout
CMAQ-7302(721); 26ENGST002

- during the Conceptual Design Study Phase will be completed with a scope and fee adjustment, upon authorization of the CITY.
5. Right-of-Way: For the purposes of this scope of service, it is assumed there will be up to six (6) parcels requiring new right-of-way and temporary construction easement (TCE) requirements to construct improvements. The acquisition of new easements for this project will be completed by the CITY. At this time, costs to develop Right-of-Way plans assuming new right-of-way and temporary easements from up to six (6) parcels are included in Task V. The ENGINEER will obtain available recorded plats and deeds through the project limits. All title work, if necessary, will be the responsibility of the ENGINEER. Properties requiring TCE will only include exhibits, and property descriptions will not be required for recording. If it is subsequently determined if more parcels will require new temporary or permanent easements, the ENGINEER will complete this work through a Supplemental Agreement. The ENGINEER will secure six (6) title reports for this project.
 6. Surveying: A full topographic and right-of-way survey will be completed by a subconsultant.
 7. Drainage Design: Review of the existing storm sewer system and hydraulic calculations will be completed throughout the project limits to account for pavement widening and enclosed drainage system. It is the CITY'S intention to use as much of the existing storm drainage system near the intersection in place, except for modifications due to pavement widenings. If hydraulic calculations reveal that the existing storm water system is undersized, a new system will be designed as a supplement to this contract, at a negotiated fee, upon authorization of the CITY.
 8. Retaining Walls: It is assumed that there will no more than one (1) retaining wall required for the project. Retaining wall location and elevations will be detailed on the plans; however, structural analysis of retaining walls will be the responsibility of the contractor.
 9. Geotechnical Exploration: Geotechnical exploration will be completed by a subconsultant. Boring locations will be approved by the CITY and traffic control costs for borings will be included in the subconsultant's fee.
 10. Request for Environmental Review (RER): Documentation will be submitted to MoDOT for NEPA classification and environmental clearance. It is assumed that a Cultural Resources Survey will be required, and will be completed by a subconsultant.
 11. Existing Signs: The ENGINEER will not be responsible for Retroreflectivity evaluation of existing signs to be used in place.
 12. Utility Coordination: The ENGINEER will be responsible for utility coordination with local owners adjacent to the project site. The ENGINEER will develop plan sets to be submitted to the CITY and each known individual utility owner. The ENGINEER will assist the CITY with a utility coordination meeting by being present and answering design-related questions. All utility agency coordination will be documented by the ENGINEER and submitted to the CITY for their files.
 13. Traffic Staging During Construction – It is anticipated that First Capitol Drive and Kingshighway will remain open during construction with the possibility of lane reductions.

ATTACHMENT A

SCOPE OF SERVICES

First Capitol Drive and Kingshighway Roundabout
CMAQ-7302(721); 26ENGST002

- The entrance to Lindenwood University may have the option to be closed during some construction phases, as necessary, to build the improvements.
14. Bidding Documents: The ENGINEER will provide one PDF copy of all bid documents to the CITY, who will be responsible for reproduction of the bidding documents.
 15. Right-of-Way Survey: All survey work under this phase will be completed under the direction and control of a Missouri Licensed Professional Land Surveyor. All exhibits and legal descriptions for permanent easement of right of way acquisition will be completed by a subconsultant, and sealed by a Professional Land Surveyor licensed in the State of Missouri.
 16. As-Built Plans: For the purposes of the fee estimate, the assumption was made that the contractor would develop and provide as-built plans to the ENGINEER and CITY.
 17. Design Details: Primary project design will be in accordance with St. Louis County Design Criteria and Details, and Metropolitan St. Louis Sewer District (MSD). Secondary project design may follow the Missouri Department of Transportation Standard Plans and Specifications for Highway Design.

EXCLUSIONS

Exclusions to the scope of services include the following:

1. Presentation at City Council, Road Board, or other public meetings.
2. Landscaping and/or enhancements
3. Traffic Counts
4. Provisions for storm water quality or BMP's
5. Design of off-site detention
6. Design of utility adjustments or preparation and negotiation of utility agreements
7. Acquisition of new right of way or easements
8. Any work required for condemnation of property, once the Right-of-Way Plans have been submitted and approved, is excluded from this scope of services.
9. The ENGINEER will not be responsible for the preparation of any Certified Land Corner documents.
10. The ENGINEER will not be responsible for the physical monumentation of any proposed right of way or property corners, or the re-establishment of existing corners which may have been damaged, removed, or not found for this project.
11. No NEPA or environmental permitting or documentation beyond the RER process will be completed, with the exception of a Cultural Resources Survey. Scope will not include floodplain development permit, Wetland Delineation, 404/401 Permit, Farmland Impacts, CE-2 Documentation, or asbestos and lead paint reports.
12. Permitting other than that described herein will be the responsibility of the CITY
13. Permitting requirements during construction phase will be the responsibilities of others
14. Coordination of utility relocation work

ATTACHMENT A

SCOPE OF SERVICES

First Capitol Drive and Kingshighway Roundabout
CMAQ-7302(721); 26ENGST002

15. Construction survey/staking
16. Project Manual / Front end documents with the exception of JSPs.
17. Construction Inspection

I. PROJECT MANAGEMENT

In order to provide client service and meet the needs of this project, Project Management activities will include the following:

- A. Project Kick-Off Meeting – A project kick-off meeting will be held with the CITY to gather any information (i.e. as-builts, development plans, GIS data, utility information, etc.), discuss project goals and expectation, review project schedule, and determine invoicing and progress report format.
- B. Internal Team Meetings – Internal team meetings will be held as needed to the extent each team member (prime and subconsultant team members) are operating under the same directions and following the same guidance for the project.
- C. Invoicing – Invoices and progress reports will be prepared monthly for the duration of the project (assume 24 months). The invoices will be prepared by the ENGINEER and will include invoices from the ENGINEER'S subconsultants. Subconsultants will prepare monthly invoices for their work and submit the invoices to ENGINEER, who will summarize all the monthly labor costs, expenses and fixed fees into one comprehensive invoice.
- D. Status Report Meetings – A status report meeting, in addition to the various other meetings at milestone deliverables may be held with the CITY to update on design progress, obtain information and feedback from the CITY, and to answer any project related questions from the CITY. These meetings may be held virtually. Meeting notes will be prepared by the ENGINEER. Assume up to four (4) meetings.

II. CONCEPTUAL DESIGN STUDY AND TECHNICAL TRAFFIC MEMORANDUM

The following scope items will be necessary to complete this work:

- A. Site Investigation – The ENGINEER will conduct a site investigation to observe traffic conditions, lane configurations, signage, drainage, and other existing topographic features of the proposed corridor, as well as traffic flow conditions at the study intersection.
- B. Traffic Analysis – Existing AM Peak and PM Peak Synchro traffic models prepared with traffic counts provided by the CITY, and then with the dual lane roundabout improvement alternatives, specifically to review the impacts of queuing and lane configuration between Watson Street (Traffic Signalization) and First Capitol Drive, (Roundabout). Analysis will be completed with VISSIM modeling software.

ATTACHMENT A

SCOPE OF SERVICES

First Capitol Drive and Kingshighway Roundabout
CMAQ-7302(721); 26ENGST002

- C. Conceptual Layout – The ENGINEER will prepare one (1) conceptual layout of the proposed roadway geometry based on traffic analysis and submit to the CITY for review and approval prior to commencement of preliminary design. Conceptual layout will include horizontal alignment, edge of pavement, pavement markings, and sidewalk. Concept layout will be submitted in PDF format.
- D. Conceptual Design Study Technical Memorandum – A brief Conceptual Design Study Technical Memorandum will be prepared. The Conceptual Design Study will also include the results of the operational analysis and will be summarized in report form and submitted to the CITY.
- E. Conceptual Design Study Submittal: Submit the draft conceptual layout and report to the CITY for review and approval. A meeting will be held after submitting the analysis with the CITY to discuss the findings and answer any questions. The Conceptual Design Study will be updated based on CITY comments and resubmitted as a final document for approval.

DETAILED DESIGN ENGINEERING

III. FIELD DATA COLLECTION

The following scope items will be necessary to complete this work:

- A. Topographic Survey – Based on the scope of services provided by a surveying subconsultant and referenced as Attachment A-1, a full topographic and right-of-way survey will be completed during this phase. Topographic survey at a minimum include:
 - 1. All structures, including building structures, retaining walls, drainage structures, fences, or any other physical objects that would be in conflict with the proposed roadway improvements.
 - 2. Existing pavements, type of pavement, top back of curb, flowline of curb, type of curb, driveway entrances, sidewalks, steps, or any other roadway items that would be in conflict with the proposed improvements.
 - 3. Break lines, including top of slopes and toe of slopes.
 - 4. Corners of houses, decks, building structures
 - 5. Grades of back yards, excluding landscaping, etc.
 - 6. Establishing a survey centerline that is tied to all property corners.
 - 7. Property reconstruction strip map of all parcels or tracts adjacent to project limits.
 - 8. Acquiring recorded deeds from the St. Charles County Recorder's Office.
 - 9. Establishing horizontal and vertical control points (at a maximum interval of 1,000 feet) that can be used for construction of the project.
 - 10. Tie vertical control to USGS, NGS, or MoDOT Benchmarks.

ATTACHMENT A

SCOPE OF SERVICES

First Capitol Drive and Kingshighway Roundabout
CMAQ-7302(721); 26ENGST002

11. Use of Modified State Plane Coordinate system for horizontal control.
 12. Determine existing pavement profiles and cross section existing pavement every fifty (50) feet with a cross section width of 100-150 feet as necessary. Half sections will be provided at driveways and intersections, extending 75 feet as necessary.
 13. Define drainage areas of all watersheds within project limits.
 14. Survey all drainage ditches, creeks, and channel upstream and downstream of the existing roadway, a minimum of 200 feet each direction from the roadway.
 15. Tree masses and trees with a diameter greater than 6", including type of tree.
 16. Locate all visible utilities and determine flow line elevations of all storm and sanitary sewer structures.
 17. Submission of topographic survey in Microstation ORD format.
- B. Geotechnical Exploration - Based on the scope of services provided by a geotechnical engineering subconsultant and referenced as Attachment A-2, a geotechnical exploration will be completed during this phase.

IV. PRELIMINARY DESIGN PHASE

- A. Site Investigation – The ENGINEER will conduct a site investigation to observe traffic conditions, lane configurations, signage, drainage, and other existing topographic features of the proposed corridor.
- B. Preliminary Roadway Design Plans – The Preliminary Design plan submittal will show the general nature of the proposed improvements for the project and will include, but not necessarily be limited to:
1. Title Sheet – The ENGINEER will complete a preliminary title sheet for the project.
 2. Typical Section Sheets – The ENGINEER will prepare preliminary typical section sheets. Three (3) typical section sheets are assumed.
 3. Reference Tie / Alignment / Project Control Sheet – The ENGINEER will prepare a preliminary tie and control sheet using information provided by the surveyor. Three (3) sheets assumed.
 4. Develop Plan Sheets – The ENGINEER will prepare preliminary plan sheets based on a 20-scale horizontal plan. The plan sheets will cover the pavement reconstruction area. Plan sheets will include roadway geometry, storm sewer layout, existing and proposed right-of-way and easements, and retaining walls, as necessary. Six (6) sheets are estimated.
 5. Preliminary Drainage Layout – The ENGINEER will prepare preliminary layout of storm sewer pipes and extensions and structures, and will be shown on plan sheets.

ATTACHMENT A

SCOPE OF SERVICES

First Capitol Drive and Kingshighway Roundabout
CMAQ-7302(721); 26ENGST002

6. Preliminary Retaining Wall Layout – The ENGINEER will prepare preliminary layout of one (1) retaining wall. Preliminary retaining wall profile will be shown on 1"=20' horizontal and 1"=5' vertical scale. One (1) sheet is estimated.
 7. Construction Staging - Review staged construction scheme to identify potential temporary easement requirements. Preliminary staging plans will include proposed phases, areas requiring temporary pavement, and lane tapers/shifts necessary. Preliminary staging plans will not include traffic control signing or detailed barricade layout. Ten (10) sheets assumed.
 8. Preliminary Cross Sections - Cross sections for the project will be shown at fifty-foot intervals along the proposed centerline of the alignments, drawn at a scale of 1" equals 5' both horizontally and vertically. Effort required to prepare cross sections also includes the effort to create a 3D model of the project. Three cross sections per sheet are anticipated, resulting in ten (10) sheets assumed for this work.
 9. Approximate right-of-way and easement requirements will be shown on the plan sheets.
- C. Hydraulic Calculations - The ENGINEER will delineate drainage areas and prepare hydraulic calculations for an enclosed storm drainage system to handle runoff within public Right-of-Way. Existing drainage system will be modeled based on topographic survey and as-built information. It is anticipated the existing public drainage system will be sufficient for the roadway improvements. The hydraulic calculations will include the proposed ditch/culvert system.
1. Determine drainage areas.
 2. Determine runoff coefficients for storm water flows to proposed inlets.
 3. Prepare preliminary hydraulic calculations for pipes.
 4. Evaluate existing pipe capacity.
- D. Prepare Engineer's Estimate of Probable Cost – The ENGINEER will complete a preliminary engineer's estimate of probable cost based on the preliminary plans utilizing historical unit bid prices for construction.
- E. Submit Preliminary Plans – The ENGINEER will submit an electronic copy of the Preliminary Plans to the CITY for review and approval. The Preliminary Plan submittal will include: Title Sheet, Typical Sections, Reference Tie Sheet, Plan Sheets including proposed drainage, Retaining Wall Layout, Staging Plan, and Cross Sections. Upon approval at the CITY level, the ENGINEER will send the Preliminary Plan submittal to MoDOT for review and concurrence. Any comments that MoDOT makes required for approval will be revised and resubmitted during the Right of Way Phase. It is expected that preliminary plan comments will be addressed as part of the Right-of-Way Plan submittal (Task V).

ATTACHMENT A

SCOPE OF SERVICES

First Capitol Drive and Kingshighway Roundabout
CMAQ-7302(721); 26ENGST002

- F. NEPA Clearance – The ENGINEER will complete an LPA Request for Environmental Review (RER) through the new Environmental Services webpage linked in the MoDOT EPG. Additional Forms and information that may be required to be submitted include the following:
1. Obtain the necessary USFWS IPac Official Species List, MDC Heritage Review Report, and related Threatened and Endangered Species documentation. Complete the required Section 106 Project Information Form to the State Historic Preservation Office.
 2. Cultural Resources Survey
- G. Utility Coordination – The ENGINEER will contact, either through the Missouri One Call System or through direct contact, all utility companies having utilities in the Project area, and will request maps of the utility companies' line locations both horizontally and vertically, if possible. During this initial contact, the ENGINEER will advise the utility companies of the general timeline expected for the Project. The ENGINEER will determine whether the utility companies' lines are on private easement or within the existing right-of-way through title letter reports provided by the CITY. If on private easement, the ENGINEER'S surveyor will determine the Book and Page number on which such easement is recorded in the Recorder of Deeds records.

ENGINEER will determine the point of contact with each respective utility company for future correspondence. ENGINEER will utilize a utility tracking form to maintain current records of correspondence with each utility company. If any utility company indicates they have no service in the area, a written statement to that effect will be obtained.

The ENGINEER will submit Preliminary Plans to the individual utility owners in PDF format. The ENGINEER will prepare a Utility Coordination Plan submittal which shall include the plan sheets, cross-sections, elevations, cut/fill areas, construction staging plan and storm sewer profiles in sufficient detail that the utility companies can utilize them to initiate their designs for plans of adjustment. These plans will be transmitted to the utility companies by the CITY after preliminary plans have been approved by the CITY. The ENGINEER will not be responsible for converting the CAD format of plan sheets. All correspondence will be copied to the CITY project manager.

The ENGINEER will use these drawings to host a meeting approximately 30 to 45 days later to discuss any concerns of the utility companies and to allow the utility companies to coordinate among themselves. The ENGINEER will assist the CITY at the utility coordination meeting to answer design-related questions. Within

ATTACHMENT A

SCOPE OF SERVICES

First Capitol Drive and Kingshighway Roundabout
CMAQ-7302(721); 26ENGST002

reason (agreed to by the CITY and ENGINEER), ENGINEER will incorporate in the bid documents, necessary requests by the utility companies for assistance from the construction contractor. Construction documents may include in the specifications a requirement for the construction contractor to consider, as incidental, the costs of early staking of the right-of-way and/or early clearing as may be required to allow utility relocation to get underway.

- H. Public Meeting – The CITY will secure the location for a public meeting place and will set the date in coordination with the ENGINEER. The CITY will notify stakeholders of the public meeting, prepare sign-in sheet, and project information and comment sheets. The open house format public meetings will occur during the hours of 4:00 PM until 6:00 PM.
1. The ENGINEER will prepare up to four (4) mounted display boards which will include improvements overlaid on an aerial background, and assist with comment sheet, sign-in, sheet, and project information sheet. The displays will be submitted to the CITY for approval. ENGINEER will make necessary revisions and resubmit to the CITY to be posted on their website during the public meeting advertisement period.
 2. The ENGINEER is expected to have up to two (2) staff members present at the public meeting.
 3. Property owner comments and feedback will be summarized by the ENGINEER and presented to the CITY.

V. RIGHT-OF-WAY PHASE

The Right-of-Way Phase shall include development of detailed right-of-way plans for the proposed improvements upon approval of Preliminary Plans by the CITY. The development of Right-of-Way Plans is based on the assumption no more than six (6) parcels may require new right-of-way and temporary construction easements. If it is determined that more temporary and permanent easements are required, the ENGINEER will complete this additional work by way of supplemental agreement.

For this project, all property takings and easement acquisition will be completed by the CITY, using the Right of Way Plans prepared by the ENGINEER as follows:

- A. Right of Way Plans – The ENGINEER will prepare Right of Way Plans, which may be separate drawings from those used for design and construction details. The Right of Way Plans will show alignment, geometric design, removal of improvements, drainage facilities, property lines and ownership, other land survey information, street lines and existing right of way and existing easements. The ENGINEER will also include plan details, which will require additional right of way or easements during the construction phase of the project such as temporary

ATTACHMENT A

SCOPE OF SERVICES

First Capitol Drive and Kingshighway Roundabout
CMAQ-7302(721); 26ENGST002

pavement, temporary erosion control, etc. Right of Way Plans include title sheet, typical sections, and plan sheets. Areas of new right of way, permanent easements and/or temporary easements required from each individual property owner will be shown as shaded on the plan, and in tabular form on the respective sheets.

Preliminary Right-of-Way Plans will be submitted to the CITY for review and approval. The Right-of-Way Plans will be at the same scale as the construction plans. The Right-of-Way Plans will include design details that will control the width of right of way and necessary easements.

1. Title sheet with the appropriate project limits, access note and traffic data completed.
 2. Typical sections
 3. Reference Tie/Coordinate Sheet. Information shall include Township, Range, Section and/or U.S. Survey.
 4. Plan sheets containing the following: drainage facilities; entrances and their reference location, width and type; property owners, with existing and proposed areas of new right of way, easements and remaining property; traffic signal equipment; centerline bearing, existing known utility locations, easements, and horizontal curvature information. New Right-of-Way lines and new easements shall be dimensioned by station and offset.
- B. ENGINEER'S Estimate of Probable Cost – The ENGINEER will revise the Engineer's Estimate of Probable Cost based on updated plan changes occurring between the Preliminary Plans and submittal of the Right-of-Way Plans.
- C. Submit Right-of-Way Plans – The ENGINEER will submit an electronic copy in PDF format of the Right-of-Way Plans to the CITY for review and approval. The Right-of-Way Plan submittal will include: Title Sheet, Typical Sections, Coordinate Sheet, and Plan Sheets, and Cross Sections.
- D. Revise Right-of-Way Plans and Resubmit – The ENGINEER will revise the Right-of-Way Plans based on the review comments received and resubmit the revised plans to the CITY for approval.
1. The ENGINEER will be responsible for making reasonable revisions to the Right-of-Way and Construction Plans due to negotiations with the property owners in an effort to acquire the right-of-way or easements. Reasonable is defined as revisions limited to one (1) individual property revision
- E. Utility Coordination – The ENGINEER will submit Right-of-Way Plans to the individual utility owners if there are significant changes from the preliminary submittal. Plans will be submitted in either electronic or hard copy (pdf or

ATTACHMENT A

SCOPE OF SERVICES

First Capitol Drive and Kingshighway Roundabout
CMAQ-7302(721); 26ENGST002

Microstation) format. Plans of adjustment will be coordinated between the ENGINEER and utility company representative. All correspondence will be copied to the CITY project manager.

Any adjustment to the roadway plans, which does not degrade the final product and does not appreciably increase the construction cost that makes utility adjustments either not required or easier, may be considered. The CITY will make the final determination regarding which changes should be incorporated into the final construction drawings. Significant changes may require a Supplemental Agreement/Addendum with the CITY.

In addition to the specific Right-of-Way Plan requirements, the following items and assumptions are also included in this phase of work:

- F. Property Exhibits and Descriptions - The ENGINEER will provide individual Property Descriptions and Exhibits for each parcel requiring a permanent or temporary taking, (individual property descriptions by parcel will not be required for temporary takings). For the purposes of this contract, six (6) parcels will require new right-of-way and temporary construction easements.

VI. FINAL DESIGN PHASE

The Final Design Phase shall include final design of the project as approved in the Right-of-Way Plans. The ENGINEER will undertake the following tasks in the final development of the plans.

- A. Title Sheet – The ENGINEER will make final revisions to the title sheet.
- B. Tabulation of Quantities - The ENGINEER will tabulate all quantities to be used for bidding purposes. The tabulation will be created in Excel spreadsheets. Overall quantity sheets will be summarized and will break down how each quantity was tabulated by sheet and station range. Three (3) sheets are estimated.
- C. Typical Section Sheets – The ENGINEER will refine preliminary typical section sheets. Typical Section sheets will include pavement structure and compacted subgrade requirements. Three (3) sheets are estimated.
- D. Reference Tie / Alignment / Project Control Sheet – The ENGINEER will make final revisions to the tie and control sheet. Three (3) sheets are estimated.
- E. Plan Sheets - The ENGINEER will finalize the plan sheets by providing details and notes as necessary for the final design plans. Plan shall be drawn on 22"x34" sheets with a horizontal scale of 1"=20'. These sheets will be formatted to allow converting to ½ size scalable plans on 11"x17" paper. Six (6) sheets are estimated.
- F. Intersection Geometric Plan - The ENGINEER will prepare warping details, and other necessary details to construct the intersection improvements which are not

ATTACHMENT A

SCOPE OF SERVICES

First Capitol Drive and Kingshighway Roundabout
CMAQ-7302(721); 26ENGST002

- included on the Plan sheets and will be included on a 10-scale plan sheet. It is assumed four (4) sheets will be required.
- G. Culvert Profiles – The ENGINEER will refine preliminary storm sewer profiles based on hydraulic calculations and storm sewer layout. Profiles will be shown on a 10 horizontal/vertical scale, or as appropriate to convey design intent. Three (3) sheets are estimated.
- H. MSE Retaining Wall – The ENGINEER will prepare a retaining wall layout for one (1) mechanically stabilized earth, (MSE) retaining wall. Retaining wall layout will include proposed geometry, beginning and ending station, vertical profile, typical section, and calculated area in square feet. One (1) sheet is estimated.
- I. Erosion Control – The ENGINEER will include typical detail sheets for temporary erosion control installation around areas of new construction. The typical details and temporary erosion control will be shown on 20-scale plan/plan sheets. It is anticipated that four (4) sheets will be required.
- J. Roundabout Lighting – The ENGINEER will develop street lighting plans for the proposed roundabout. Lighting plans will show locations of poles, fixtures, cable, conduit, combination power supply with controller, and pull boxes, and will be on 20-scale sheets. Lighting sheets will include a summary of lighting quantities. Standard lighting detail sheets will be included. It is anticipated that four (4) sheets will be required.
- K. Traffic Control Plan Sheets – The ENGINEER will develop traffic control plans sheets for maintaining traffic during construction based on preliminary staging plan. Detailed Construction Sequencing and Traffic Control Plans indicating signage or striping for the entire project limits or plans which indicate required phasing and sequencing will be prepared. Twenty (20) sheets are estimated for the traffic control plans.
- L. Temporary Traffic Signal Plans – The ENGINEER will prepare temporary traffic signal plans at the intersection of First Capitol Drive and Tompkins. Temporary signal plans will show posts, spans, signal heads, wiring, controller, and detection for up to four (4) construction phases. It is anticipated that eight (8) sheets will be required.
- M. Pavement Marking and Signing Plans – The ENGINEER will complete plans for new pavement markings (and signing where applicable). These plans will indicate the proposed sign locations where necessary due to roadway improvements. Signing cross sections or quantity sheets will not be provided. Six (6) plan sheets at 20-scale are estimated.
- N. Develop Special Detail Sheets – The ENGINEER will develop special sheets for inclusion in the final design plan set. Special detail sheets include any sheets related to curb ramp details, traffic signal details, or any design improvements related to intersection work. Two (2) sheets are estimated.
- O. Cross Sections - The ENGINEER will refine preliminary cross sections to develop final cross sections through the project construction limits based on a 5

ATTACHMENT A

SCOPE OF SERVICES

First Capitol Drive and Kingshighway Roundabout
CMAQ-7302(721); 26ENGST002

horizontal/vertical scale. Final cross sections will show existing and proposed improvements, existing and proposed right-of-way and easements, cut/fill volume, existing utilities (if provided available information), and proposed utilities. Ten (10) sheets are estimated.

- P. Prepare ENGINEER'S Estimate of Probable Cost – The ENGINEER will update the ENGINEER'S estimate of probable cost based on the final design plans.
- Q. Job Special Provisions – The ENGINEER will complete all Job Special Provisions as necessary to supplement the CITY'S standard specifications. For this project the standard specifications to be adopted shall be the St. Louis County Department of Transportation Standard Specifications for Highway Construction. The CITY will prepare all other aspects of the Contract Documents and Project Manual.
- R. Submit 95% Draft Package/Plan Set for Review – The ENGINEER will submit a Draft PS&E package to the CITY. This submittal will include Plan Sheets, JSP's and ENGINEER'S Estimate of Probable Cost in electronic PDF format.
- S. Utility Coordination – The ENGINEER will submit Final Plans to the individual utility owners. The ENGINEER will review utility conflicts, plans of adjustment, reimbursable expense, and relocation schedule, as necessary. All correspondence between the ENGINEER and utility representative will be copied to the CITY.
- T. Complete Final Revisions – The ENGINEER will complete revisions to the Draft PS&E in accordance with the review comments received from the final plan review by the CITY.
- U. Submit Revised PS&E – After revising the Draft PS&E, the ENGINEER will resubmit final copies of the PS&E (same deliverables as above) to the CITY and MoDOT.

VII. BIDDING PHASE

The ENGINEER will assist the CITY during the bidding phase by addressing contractor RFI's and providing support documentation for Addenda's.

VIII. CONSTRUCTION ENGINEERING PHASE

The ENGINEER will assist the CITY during the construction phase by addressing contractor RFI's and reviewing material submittals. If necessary, one (1) staff member will be available to attend a pre-construction meeting. This task does not include daily construction inspection or oversight of construction, construction progress or progress meetings, or construction compliance with project plans and specifications.

DRAWINGS AND DOCUMENTS – DELIVERABLES

ATTACHMENT A

SCOPE OF SERVICES

First Capitol Drive and Kingshighway Roundabout
CMAQ-7302(721); 26ENGST002

The ENGINEER shall furnish the following completed drawings and documents:

1. Concept Design Study Technical Memorandum – The ENGINEER shall submit a draft Conceptual Design Study Technical Memorandum in electronic PDF format to the CITY for review and approval. A revised Concept Design Study Technical Memorandum will be submitted as a final document for approval from the CITY. ENGINEER will submit to MoDOT and County Road Board for approval.
2. Submit Preliminary Plans – The ENGINEER will submit an electronic copy (PDF format) of the Preliminary Plans and Estimate to the CITY, MoDOT, and County Road Board for review and approval. The Preliminary Plan submittal will include: Title Sheet, Typical Sections, Reference Tie Sheet, Plan Sheets including proposed drainage, Retaining Wall Layout, Traffic Signal Layout, Staging Plan, and Cross Sections. It is expected that preliminary plan comments will be addressed as part of the Right-of-Way Plan submittal (Task V).
3. Submit Right-of-Way Plans – The ENGINEER will submit an electronic copy in PDF format of the Right-of-Way Plans to the CITY, MoDOT and County Road Board for review and approval. The Right-of-Way Plan submittal will include: Title Sheet, Typical Sections, Coordinate Sheet, and Plan Sheets, and Cross Sections.
4. Submit 95% Draft Package/Plan Set for Review – The ENGINEER will submit a Draft PS&E package to the CITY, MoDOT, and County Road Board. This submittal will include Plan Sheets, JSP's and ENGINEER'S Estimate of Probable Cost in electronic PDF format.
5. Submit Revised PS&E – After revising the Draft PS&E, the ENGINEER will resubmit final copies of the PS&E (same deliverables as above) to the CITY, MoDOT, and County Road Board.

ATTACHMENT B

FEE ESTIMATE

First Capitol Drive, Kingshighway Roundabout
CMAQ-7302(721)

	<u>Rate</u>	<u>Hours</u>	<u>Cost</u>
I PROJECT MANAGEMENT			
Sr. Professional	\$85.00	58	\$4,930.00
Professional Engineer	\$68.00	10	\$680.00
Junior Engineer	\$45.00	10	\$450.00
Junior Engineer	\$41.00	16	\$656.00
Administrative Assistant	\$35.00	24	\$840.00
II CONCEPTUAL DESIGN STUDY			
Sr. Professional	\$85.00	38	\$3,230.00
Professional Engineer	\$68.00	36	\$2,448.00
Junior Engineer	\$45.00	50	\$2,250.00
Junior Engineer	\$41.00	52	\$2,132.00
III FIELD DATA COLLECTION			
Sr. Professional	\$85.00	4	\$340.00
Professional Engineer	\$68.00	8	\$544.00
IV PRELIMINARY DESIGN PHASE			
Sr. Professional	\$85.00	47	\$3,995.00
Professional Engineer	\$68.00	80	\$5,440.00
Professional Engineer	\$57.00	8	\$456.00
Junior Engineer	\$49.00	16	\$784.00
Junior Engineer	\$45.00	140	\$6,300.00
Junior Engineer	\$41.00	204	\$8,364.00
V RIGHT OF WAY DESIGN PHASE			
Sr. Professional	\$85.00	18	\$1,530.00
Professional Engineer	\$68.00	52	\$3,536.00
Professional Engineer	\$57.00	8	\$456.00
Junior Engineer	\$49.00	16	\$784.00
Junior Engineer	\$45.00	44	\$1,980.00
Junior Engineer	\$41.00	108	\$4,428.00
VI FINAL DESIGN PHASE			
Sr. Professional	\$85.00	36	\$3,060.00
Professional Engineer	\$68.00	94	\$6,392.00
Professional Engineer	\$57.00	8	\$456.00
Junior Engineer	\$49.00	8	\$392.00
Junior Engineer	\$45.00	128	\$5,760.00
Junior Engineer	\$41.00	296	\$12,136.00
VII BIDDING PHASE			
Sr. Professional	\$85.00	2	\$170.00
Professional Engineer	\$68.00	4	\$272.00
Junior Engineer	\$45.00	1	\$45.00
VIII CONSTRUCTION ENGINEERING PHASE			
Sr. Professional	\$85.00	2	\$170.00
Professional Engineer	\$68.00	8	\$544.00
Junior Engineer	\$45.00	1	\$45.00
HR Green LABOR SUBTOTAL			1635 hrs \$85,995.00
<i>HR Green Payroll Overhead</i> (Est. at 59.92% X Subtotal)			\$51,528.20
<i>HR Green General and Admin Overhead</i> (Est. at 123.39% X Subtotal)			\$106,109.23
Total Labor and Overhead			\$243,632.43
<i>HR Green Fixed Fee</i> (14% x Total Labor & Overhead)			\$34,108.54
HR Green TOTAL LABOR, OVERHEAD, & FIXED FEE			\$277,740.98
Other Direct Costs			
Mileage			\$239.25
Copies/Printing			1,200.00
Subcontractors: EFK Moen			20,051.91
Subcontractors: SCI			37,984.21
DIRECT COST AND SUBCONSULTANT SUBTOTAL			\$59,475.37
ENGINEERING TOTAL			\$337,216.35

Project Name: **First Capitol & Kingshighway RAB**
 Location: **City of St. Charles, Missouri**
 Owner: **City of St. Charles, Missouri**
 Date: **April 14, 2026**

Professional Surveying Services	Hours	Cost
Survey Hours	115	\$5,583.46
Total Hours	115	\$5,583.46
	Overhead	140.780% \$7,860.39
	Subtotal	\$13,443.85
	Fixed Fee	14.00% \$1,882.14
	Subtotal	\$15,325.99
	FCCM	0.490% \$27.36
	Subtotal	\$15,353.35
Other Direct Costs		
Mileage: 4 round-trips of 34 miles x 2 vehicles at \$0.73 per mile		\$198.56
Title Commitments: 6 @\$750.00 each		\$4,500.00
	Subtotal	\$4,698.56
	Total	\$20,051.91

EFK•Moen, LLC

City of St. Charles, Missouri
First Capitol & Kingshighway RAB
26ENGST003

Task Description	Hours						Total Hours	Total Cost
	Surveying Manager	Professional Land Surveyor	Senior Survey Crew Chief	Intermediate Instrument Operator	Survey Technician	Admin./ Clerical		
	\$78.27	\$57.87	\$53.73	\$34.38	\$47.92	\$ 42.93		
Professional Surveying Services								
Property Research							0	\$ -
Utility Research/Dig Rite							0	\$ -
Establish Horizontal NAD 83 and Vertical Control NAVD 88 w/three point ties (6 points) Running a Bench loop							0	\$ -
Topographic survey First Capitol & Kingshighway Intersection	1		24	24			49	\$ 2,192.91
Right-of-Way/Property Survey							0	\$ -
Resolve Right-of-Way/Property Survey							0	\$ -
Mapping/Drafting					24		24	\$ 1,150.08
Preparation of 6 Temporary Construction Easement and or Permanent Easement-ROW Legal Descriptions.	2				9		11	\$ 587.82
Preparation of 6 Temporary Construction Easement and or Permanent Easement-ROW Exhibits.	2				18		20	\$ 1,019.10
Revisions to Exhibits/Descriptions					4		4	\$ 191.68
Additional pickup Topo (Not anticipated)							0	\$ -
QA/QC	2						2	\$ 156.54
General Administration	2					3	5	\$ 285.33
Above Field hours include Drive Time								
Total Hours	9	0	24	24	55	3	115	
Total Cost	\$ 704.43	\$ -	\$ 1,289.52	\$ 825.12	\$ 2,635.60	\$ 128.79		\$5,583.46



SCI ENGINEERING, INC.

EARTH • SCIENCE • SOLUTIONS

GEOTECHNICAL
ENVIRONMENTAL
NATURAL RESOURCES
CULTURAL RESOURCES
CONSTRUCTION SERVICES

April 17, 2026

Dan Shane
HR Green
16020 Swingley Ridge Road, Suite 205
Chesterfield, Missouri 63017

RE: Consulting Services Proposal
First Capitol Improvements
First Capitol & Kingshighway Roundabout (CMAQ-7302(721))
St. Charles, Missouri
SCI No. 2026-0138.10, .40

Dear Dan Shane:

SCI Engineering, Inc. (SCI) is pleased to provide the following Consulting Services Proposal for the referenced project.

PROJECT DESCRIPTION

Improvements are planned along First Capitol Drive extending from near its intersection with Kingshighway Street to its intersection with West Clay Street, and then along West Clay Street north of the intersection to near the intersection of West Clay Street and Fine Arts Drive, in St. Charles, Missouri. The project is divided into three parts, and this proposal includes only the planned roundabout construction at the intersection of First Capitol Drive and Kingshighway Street.

The new roundabout will replace the existing signalized intersection. Median refuge islands will be installed on each leg of the roundabout. Based on the available information, the existing pavement at this intersection is in fair condition and will be replaced with full depth concrete pavement as needed to construct the new roundabout. This part of the project also includes a new 10-foot-wide shared use path (SUP) along the west side of the First Capitol Drive connecting to new SUP to be constructed between Kingshighway Street and Fifth Street. A detailed description of our anticipated services is provided below.

SCOPE OF SERVICES

Geotechnical Services

The purpose of our geotechnical services will be to explore the subsurface conditions and provide a Roadway Geotechnical Report for the proposed improvements.

Subsurface Exploration

We will explore the subsurface conditions by drilling four soil test borings (B-101 through B-104) to depths of 10 feet, unless auger refusal terminates drilling at shallower depths, at the suggested locations shown on the *Boring Layout*. Traffic control with lane closure will be required for each boring, and we have included one day of traffic control by our subconsultant, Tramar, in our scope. The final locations may need to be adjusted depending upon the Right of Way (ROW), access, and utilities.

SCI personnel will log the borings, direct sampling, and provide on-site coordination during drilling. We will locate the borings in the field by measuring from the site features and using a handheld global positioning system (GPS). However, we respectfully request that the project surveyor locate the boring locations and provide ground surface elevations and stationing at each boring location following drilling.

We will measure the thicknesses of the existing pavement and aggregate base (if present). The borings will then be sampled with split-spoon sampling at 2.5-foot intervals. The boreholes will be grouted following completion of drilling and the pavement will be patched.

Laboratory Testing

Upon completion of the field exploration, the samples will be transported to our laboratory for classification and characterization. We will measure the moisture content of each cohesive sample. Hand penetrometer values, which provide an indication of strength, will be obtained for each apparently intact cohesive sample. Atterberg limits tests will be performed on selected samples to aid in classification and assess the volume change characteristics of the subgrade soils.

Analysis and Report

We will summarize our findings and recommendations in a Roadway Geotechnical Report, which will address each of the following:

- Soil, bedrock, and groundwater conditions and their effect on the proposed construction.
- Identification of possible areas where deleterious materials may be encountered, including soft, high moisture content, vibration sensitive soils, their effect on construction, and methods of remedial treatment.
- Recommended pavement sections based on the encountered soil conditions and traffic data provided by others.

Schedule

We will schedule drilling following receipt of the Notice to Proceed. We are currently scheduling drilling approximately four weeks out. Drilling is expected to be complete in one working day. Preliminary findings will be available within three days after drilling is complete. We assume that we will be allowed to perform the fieldwork between 9:00 am to 3:00 pm. Issuance of the draft Roadway Geotechnical Report will be dependent on receipt of the improvement plans; however, it can typically be made within three to four weeks after drilling.

Cultural Resource Services

The cultural resource services associated with the project will consist of a Phase One Cultural Resource Survey (CRS). SCI understands that the project has not been submitted to the Missouri Department of Transportation (MoDOT) for environmental review, and the amount of new right-of-way (ROW), permanent easement, and temporary easement has not yet been determined. Therefore, the scope of work provided in this proposal may need to be modified once the MoDOT environmental review has been completed.

Private undertakings that involve federal permits, licenses, or funding require a CRS by the authority of the National Historic Preservation Act of 1966 (Public Law 89-665, as amended), the Archaeological Historic Preservation Act of 1974 (Executive Order 11593), and Title 36 of the Code of Federal Regulations (Part 60 through 66 and 800, as appropriate). For the purposes of this proposal, SCI assumes that a cultural resources investigation will be requested by MoDOT, acting as the representative for the U.S. Federal Highway Administration (FHWA), which will be the lead federal agency for the project. Our anticipated scope of services is provided below, which is based on previous experience with MoDOT projects of similar scale, as well as conceptual plans provided by the client.

Phase One CRS

The purpose of SCI's CRS will be to identify, to the extent possible, the potential archaeological and historical impacts of the proposed project. This will be accomplished by performing field investigations, laboratory analysis of collected artifacts, reporting, and preparation for curation of artifacts. Details of these activities for the project are presented below.

- SCI will complete a literature review of previous research conducted within or near the project area. This review will document, to the extent possible, known archaeological explorations, sites, and structures in the vicinity of the project area. The review will also document the geomorphological, environmental, and cultural history of the project area as they pertain to the evaluation of cultural resources.
- SCI will conduct all fieldwork according to the professional standards and guidelines set forth within the Secretary of Interior's Standards and Guidelines for Archaeological and Historic Preservation (Federal Register 2004) and will take into account established Missouri State Historic Preservation Office (SHPO) survey guidelines. Field methods will depend upon topography, ground surface visibility, and other factors. Visual inspection is employed in areas with steep slopes, within wetlands or standing water, or where there is evidence of severe erosion, scouring, or non-agricultural ground disturbance. In areas where the ground surface visibility is greater than approximately 25 percent (high visibility), a pedestrian survey will be performed. Pedestrian surveys involve walking transects across the project area at 5-meter intervals examining the surface for evidence of archaeological deposits. In areas where the ground surface visibility is less than about 25 percent (low visibility), a shovel probe survey will be performed. Shovel probe surveys entail the hand-excavation of a small hole to the base of the plowzone and screening of the resultant spoil through ¼-inch hardware cloth. SHPO has mandated that these shovel probes should be no more than 15 meters apart. Shovel probe surveys are therefore more costly as they require additional time and labor. Diagnostic cultural materials greater than 50 years in age will be collected.
- Recent aerial imagery indicates the project area is dominated by roadways and their immediate grassy margins. These areas are unlikely to yield sufficient ground surface visibility for a pedestrian survey. **Therefore, the entire project area will be subject to a shovel test survey.**
- In addition, the survey will likely require photographs, descriptions, and National Register of Historic Places evaluations of any built environment resources (buildings or structures 45 years of age or older, including culverts). SCI will assume a built environment area of potential effects (APE) that is located only in or within 50 feet of any areas of new ROW, permanent easement, or temporary easement. If built environment resources fall within this APE, they will be documented and evaluated for National Register eligibility. Should MoDOT request photographs and evaluations of built environment resources outside of these areas, the additional effort will require a modification of the scope and fee of this proposal.

- No survey method is completely accurate in locating all cultural resources that may exist within any project area. The survey methods outlined above are generally able to locate materials that are not deeply buried. If it becomes apparent that the proposed project will impact deeply buried Holocene-age soils, additional methods may need to be used to locate potentially buried cultural resources.
- Unmarked human burial sites are very difficult to locate because these usually leave no ground surface indication of their presence. As such, the identification of locations of unmarked human burials is beyond the scope of this survey. If human burials are located by this survey or by any subsequent earth-moving activities within the project area, archaeological removal of these remains, if necessary, would be for an additional fee.
- All materials recovered from the field investigation will be washed, sorted, and prepared for curation. The artifacts will then be analyzed to establish the temporal affiliations of each site, and to interpret the activities conducted at each site by prehistoric or historic people. Recovered artifacts will be deposited at a curational facility approved by the SHPO.
- It is estimated that it will take a crew of three archaeological technicians one day to complete the field investigations of the project area. The reports of those investigations will be completed four to six weeks after concluding the fieldwork.
- A written report outlining the results of the survey will be prepared in accordance with state and federal guidelines. SCI can verbally report of the findings of the survey to the client with the client’s understanding that final results will be documented in the written report. A copy of the final report will be submitted to the client upon completion.

FEES

We will provide the consulting services for the project, as detailed above, on a Cost-Plus Fixed Fee (CPFF) basis in accordance with the attached *CPFF Estimates*. Summaries of the total hours and fees are shown in Table 1. Our fees assume that services for all three projects will be authorized simultaneously.

Table 1 – Estimated Hours and Fees Summary

Service	Estimated Hours	Estimated Fee (\$)
Geotechnical Services	93	22,204.19
Cultural Resource Services	98	10,647.89
Total	191	\$32,852.08

You will be invoiced in accordance with the terms included in this proposal and payment is due upon receipt of the invoice. To facilitate prompt payment, SCI accepts Visa and MasterCard in addition to normal payment methods. If you wish to pay online via check or credit card, please visit <https://sciengineering.com/client-portal/> or click the payment link in our invoice.

CONDITIONS AND CONSIDERATIONS

- Separate correspondence will be issued for each of the itemized tasks. Recommendations for further investigations or remediation, if necessary, will be included with the reports. Please contact us if you have specific dates that our reports are needed.
- The above fee for the Geotechnical Services is based on a maximum of 40 feet of soil drilling. This proposal does not include the additional costs associated with union restrictions.
- This proposal assumes that site access authorization will be provided by others, including access to the proposed boring locations for a conventional, all terrain mounted drill rig.
- We routinely contact the Missouri One Call (811) system to have the locations of public utilities marked; however, we will not be responsible for any private utilities not brought to our attention prior to drilling.
- This proposal assumes all borings will be surveyed (including station, offset, and ground surface elevation) by others following completion of drilling.
- In providing services under this Agreement, SCI will endeavor to perform in a manner consistent with that degree of care and skill ordinarily considered as regionally acceptable practice and exercised by members of the same profession currently practicing under similar circumstances. SCI makes no warranty, express or implied, as to its professional services rendered under this Agreement.
- If SCI identifies and recovers artifacts during our Phase One CRS, it will be necessary to document and curate the collected materials. If artifact curation is necessary, **a fixed fee of \$500.00** will be applied for curation services. This fee includes the labor and materials necessary to document and curate the recovered material at an SHPO approved facility. Our fee for curation services will be included on the final project invoice. If no artifacts are recovered during the Phase One CRS, the fee will be waived. If the number of artifacts exceeds what can be curated within one museum box during the Phase One CRS additional curation fees may be necessary.
- SCI's proposed Phase One CRS scope is intended to meet the requirements/guidelines set forth in the SHPO *Guidelines for Phase I Archaeological Surveys and Reports* and conform to the Secretary of the Interior's guidelines for archaeological reporting. Standard Phase One archaeological field methods will be utilized for the investigation. However, should SHPO request additional work beyond the scope described herein, a supplement to the stated fees will be necessary. In addition, other agencies or Native American tribes may request surveys to be completed. Requested surveys by others often require more stringent survey guidelines than those following SHPO guidance. A revised scope may be necessary if a survey is requested by entities other than SHPO.
- Based on our previous experience, SCI anticipates MoDOT will provide comments on the draft report(s) and may request revisions prior to the final report being submitted. The fee presented in this proposal includes the efforts necessary to address a single round of MoDOT comments on the draft report(s) and implement them as revisions to the final report. Additional comments or modifications that are requested by MoDOT following the initial round of revisions may result in additional fees.

Dan Shane
HR Green

6

April 17, 2026
SCI No. 2026-0138

- Additional services on our part should be anticipated following completion of the report. These services might involve more than one meeting to discuss the content and implications of the reports, review of project plans and specifications to assess the application of recommendations provided, or additional field assessments or surveys. Our specific involvement in these phases of the project cannot be estimated at this time. A formal proposal for additional consulting services can be provided should the need arise.

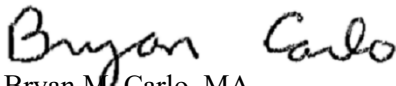
ACCEPTANCE

If the work order outlined herein is acceptable, please provide formal authorization to proceed by completing, signing, and returning the enclosed *Acceptance of Proposal for Professional Services* sheet. This sheet provides important information regarding report distribution and invoicing. Formal authorization is necessary prior to initiation of the activities outlined herein. SCI services will be performed for the signatory of the enclosed form. Written consent must be provided by SCI should anyone other than the client (signatory) wish to excerpt, or rely on, the results of our activities. The enclosed *General Terms and Conditions* will apply to any future services you authorize for this project.

Thank you for the opportunity to submit this proposal. If you have any questions or require further clarification, please do not hesitate to contact us at (636) 949-8200.

Respectfully,

SCI ENGINEERING, INC.



Bryan M. Carlo, MA
Senior Archeologist



Timothy J. Barrett, P.E., CFM
Geotechnical Services Manager



Scott E. Billings
Natural and Cultural Resources Manager

PP/TJB/BMC/SEB/meh/snp

Enclosures


Boring Layout
CPFF Estimates
Acceptance of Proposal for Professional Services
General Terms and Conditions

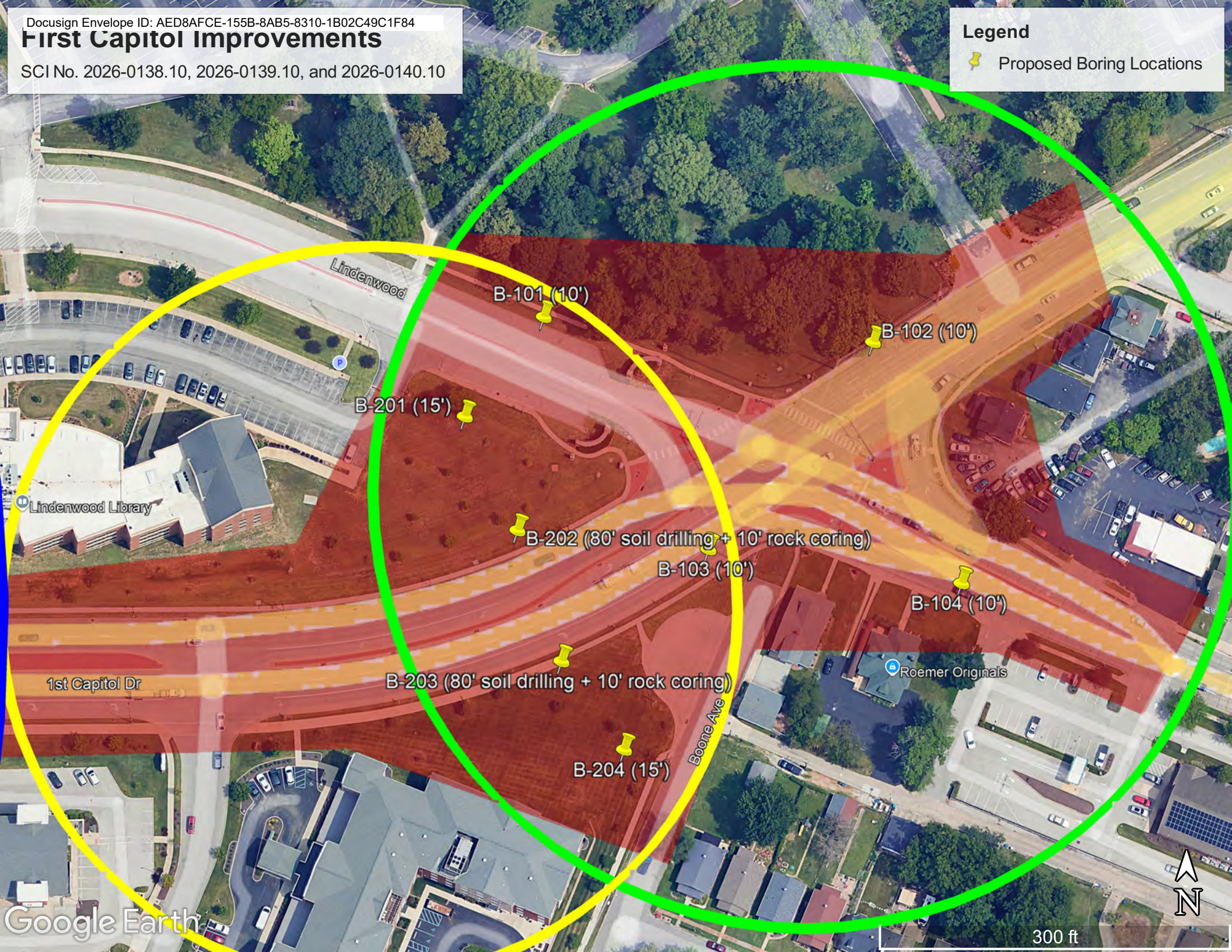
C: Kevin Brehm, P.E.; HR Green

First Capitol Improvements

SCI No. 2026-0138.10, 2026-0139.10, and 2026-0140.10

Legend

 Proposed Boring Locations



First Capitol Improvements

SCI No. 2026-0138.10, 2026-0139.10, and 2026-0140.10

Legend

- Proposed Boring Locations





SCI ENGINEERING, INC.
 130 Point West Boulevard
 St. Charles, Missouri 63301
 636-949-8200
 www.sciengineering.com

Project Name First Capitol and Kingshighway Roundabout
SCI Project Number 2026-0138.10
Location St. Charles, Missouri

Date Prepared: April 16, 2026

Task Item	Sr. Engineer II	Project Engineer I	Staff Geologist	GIS/CAD	Admin	Subtotal	Direct Costs	Total Cost
G1 - Coordination and Field Exploration	3	9	20	4	0	36	6,810.50	
G2 - Roadway Geotechnical Report	7	22	0	8	8	45		
G3 - Meetings	2	2	0	0	0	4		
G4 - QA/QC	4	0	0	0	0	4		
G5 - Project Administration	4	0	0	0	0	4		
TOTAL HOURS	20	33	20	12	8	93	6,810.50	
Hourly Salary Rate (Average)	73.78	45.78	38.94	49.25	29.74			
Direct Labor	1,475.60	1,510.74	778.80	591.00	237.92	4,594.06		
Overhead Rate	192.16%	2,835.51	2,903.04	1,496.54	1,135.67	457.19	8,827.95	
FCCM	0.555%	8.19	8.38	4.32	3.28	1.32	25.50	
Profit	14.50%	625.11	640.00	329.92	250.37	100.79	1,946.19	
Total Labor Cost	\$4,944.41	\$5,062.16	\$2,609.59	\$1,980.31	\$797.22	15,393.69		
TOTAL COST								Total 22,204.19
Average Rate per Classification	2.9216	\$247.22	\$153.40	\$130.48	\$165.03	\$99.65		

Cost per Task	Sr. Engineer II	Project Engineer I	Staff Geologist	GIS/CAD	Admin	Total Labor per Task	Direct Costs	Total Per Task
G1 - Coordination and Field Exploration	741.66	1,380.59	2,609.59	660.10		5,391.94	6,810.50	12,202.44
G2 - Roadway Geotechnical Report	1,730.54	3,374.77		1,320.21	797.22	7,222.74	0.00	7,222.74
G3 - Meetings	494.44	306.80				801.24	0.00	801.24
G4 - QA/QC	988.88					988.88	0.00	988.88
G5 - Project Administration	988.88					988.88		988.88
						0.00		0.00
TOTALS	4,944.41	5,062.16	2,609.59	1,980.31	797.22	15,393.69	6,810.50	22,204.19



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Project Name First Capitol and Kingshighway Roundabout
SCI Project Number 2026-0138.10
Location St. Charles, Missouri

SCI Direct Costs

G1 - Coordination and Field Exploration

	Qty	Rate	Totals
4 Soil Test Borings with Sampling - Midwest Drilling	1	\$ 3,750.00	\$ 3,750.00
Traffic Control - Tramar Contracting	1	\$ 2,150.000	\$ 2,150.00
Mileage	20	\$ 0.725	\$ 14.50
		Subtotal	\$5,914.50

G1- Laboratory Testing

Visual Classification and Moisture Contents (ASTM D2488/D2216)	16	\$ 15.00	\$ 240.00
Atterberg Limit Tests (ASTM D4318)	4	\$ 92.00	\$ 368.00
Sieve Analysis with Percent Finer than #200 (ASTM D422)	4	\$ 72.00	\$ 288.00
Unconfined Compressive Strength (Qu) Test (Soil - Undisturbed)	0	\$ 125.00	\$ -
		Subtotal	\$896.00

Subtotal Direct Costs	\$6,810.50
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Project Name First Capitol and Kingshighway Roundabout
SCI Project Number 2026-0138.40
Location St. Charles, Missouri

Date Prepared: April 16, 2026

Task Item	Senior Scientist II	Senior Archaeologist	Archaeologist III	Archaeologist I	GIS/CAD	Sr. Admin	Subtotal	Direct Costs	Total Cost
Internal and External Meetings		2	2		2	2	8		
MoDOT Coordination		2	2		2	2	8		
Phase I Cultural Resource Survey		4	10	20		2	36	112.50	
Phase I Cultural Resource Report		4	24	4	10	4	46		
							0		
							0		
TOTAL HOURS	0	12	38	24	14	10	98	112.50	
Hourly Salary Rate (Average)	54.60	43.69	29.83	20.81	49.25	29.74			
Direct Labor	0.00	524.28	1,133.54	499.44	689.50	297.40	3,144.16		
Overhead Rate	192.16%	0.00	1,007.46	2,178.21	959.72	1,324.94	571.48	6,041.82	
FCCM	0.555%	0.00	2.91	6.29	2.77	3.83	1.65	17.45	
Profit	14.50%	0.00	222.10	480.20	211.58	292.09	125.99	1,331.97	
Total Labor Cost	\$0.00	\$1,756.75	\$3,798.25	\$1,673.51	\$2,310.36	\$996.52	10,535.39		
TOTAL COST								Total	10,647.89
Average Rate per Classification	2.9216	\$0.00	\$146.40	\$99.95	\$69.73	\$165.03	\$99.65		

Cost per Task	Senior Scientist II	Senior Archaeologist	Archaeologist III	Archaeologist I	GIS/CAD	Sr. Admin	Total Labor per Task	Direct Costs	Total Per Task
Internal and External Meetings		292.79	199.91		330.05	199.30	1,022.06	0.00	1,022.06
MoDOT Coordination		292.79	199.91		330.05	199.30	1,022.06	0.00	1,022.06
Phase I Cultural Resource Survey		585.58	999.54	1,394.60		199.30	3,179.02	112.50	3,291.52
Phase I Cultural Resource Report		585.58	2,398.89	278.92	1,650.26	398.61	5,312.26	0.00	5,312.26
0							0.00		0.00
0							0.00		0.00
TOTALS	0.00	1,756.75	3,798.25	1,673.51	2,310.36	996.52	10,535.39	112.50	10,647.89

Project Name **First Capitol and Kingshighway Roundabout**
SCI Project Number **2026-0138.40**
Location **St. Charles, Missouri**

SCI Direct Costs

Phase I Cultural Resource Survey

	Units	Rate	Totals	
Arrow	1	\$ 50.00	\$	50.00
Mileage	100	\$ 0.625	\$	62.50
			Subtotal	\$112.50
			Subtotal Direct Costs	\$112.50



SCI ENGINEERING, INC.
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ACCEPTANCE OF PROPOSAL FOR PROFESSIONAL SERVICES

Project Name: First Capitol & Kingshighway Roundabout (CMAQ-7302(721)) – Consulting Services

Project Number: SCI No. 2026-0138.10, .40 / TJB, SEB

Date: April 17, 2026

Fee: Hourly/test basis per the Cost-Plus Fixed Fee Estimates

Please provide formal authorization to proceed by completing, signing, and returning this form. The attached terms and conditions will apply to the services outlined in the accompanying proposal.

Accepted By:

Name and Title: _____ Address: _____

Signature: _____ City, State, Zip: _____

Company Name: _____ Telephone: _____

Date: _____ Email: _____

Party responsible for payment: (if different than Accepted By)

Name and Title: _____ Address: _____

Signature: _____ City, State, Zip: _____

Company Name: _____ Telephone: _____

Date: _____ Email: _____

Report Distribution (Note: Additional printed report copies after final submittal will be billed at \$25.00 each)

Company and Contact Name:	Address (Printed) or Email (Electronic):	No. Printed Reports
_____	_____	_____
_____	_____	_____
_____	_____	_____

NOTICE TO OWNER: (FOR SITES IN MISSOURI ONLY)

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 YOU PAYING FOR LABOR AND MATERIAL TWICE.



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GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE OF AGREEMENT** The terms and conditions of the agreement between the client and SCI ENGINEERING, INC. (hereinafter called SCI) are detailed below and have been established to allocate risks between both. For the purposes of convenience, the client may choose to orally authorize our service, in which case the client agrees that the verbal agreement constitutes formal acceptance of the terms and conditions detailed below. Subsequent to an agreement by both parties to perform the services, modifications to the terms and conditions are prohibited.

2. **SITE ENTRY** You, the Client, will provide for right of entry of SCI or employees of firms working under the direction of SCI, and all necessary equipment, in order to perform the work. Although SCI will exercise reasonable care in performing its services, the Client understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this agreement. The client agrees, to the fullest extent permitted by law, to indemnify and hold harmless SCI and its subconsultants against any damages, liabilities, or costs, arising or allegedly arising from procedures associated with testing or investigative activities to the fullest extent permitted by law. If you desire or require us to restore the site to its former condition, upon written request, we will perform such additional work as is necessary and you agree to pay all costs incurred.

3. **SUBSURFACE STRUCTURES OR UTILITIES** The Client will furnish to SCI information identifying the type and location of utility lines and other man-made objects beneath the site's surface. SCI will take reasonable precautions to avoid damaging these man-made objects. You agree to waive any claim against SCI, and to defend, indemnify and hold SCI harmless from any claim or liability for injury or loss allegedly arising from SCI's damaging underground utilities or other man-made objects that were not called to SCI's attention, or which were not properly located on plans furnished to SCI.

4. **SAMPLES** Soil, rock, water, or other samples obtained from the project site are your property. SCI shall preserve such samples for no longer than thirty (30) calendar days after the issuance of any document that includes the data obtained from them, unless other mutually agreed arrangements are documented.

Concrete test specimens will be discarded after testing. If project specification strengths are met, "hold" cylinders will be discarded at that time.

If in SCI's opinion any of the samples collected may be affected by regulated contaminants, SCI shall package such samples in accordance with applicable law and client shall arrange for lawful disposal procedures. SCI shall not, under this agreement, arrange for or be responsible for the disposal of substances affected by regulated contaminants. Furthermore, unless detailed in a specific work scope, SCI is not responsible for any soil cuttings or produced groundwater generated for the purpose of sample collection that may be affected by regulated contaminants that are left at a job site and were generated for the collection of soil and groundwater samples. SCI will, at the client's request, help the client identify appropriate alternatives for the off-site treatment, storage, or disposal of these materials, for additional fees.

5. **GENERAL LIABILITY AND LIMITATION** SCI agrees to hold you harmless and to indemnify you on account of any liability due to bodily injury or property damage to the extent directly caused by our negligent operational acts, but such hold harmless and indemnity will be limited to that covered by our comprehensive general liability insurance. At your request, SCI will provide certificates evidencing such coverage and will purchase additional limits of liability that you may require as a separate cost item to be borne by you.

You shall not be liable to SCI and SCI shall not be liable to you for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by you or SCI, their employees, agents, or subcontractors. Consequential damages include, but are not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damage that any party may have incurred from any cause of action, including, but not limited to negligence, strict liability, breach of contract, or breach of warranty.

6. **SHARED RISK ALLOCATION** The Client and SCI agree to allocate certain of the risks so that, to the fullest extent permitted by law, SCI's total aggregate liability to the Client is limited to \$50,000.00 for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's and expert witness' fees) arising out of this AGREEMENT from any cause or causes. Such causes include, but are not limited to, SCI's negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability based upon contract, tort, or statute. Higher limits may be available upon request and additional negotiated fee.

Limitations on liability, waivers and indemnities in this Agreement are business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary duty, tort (including negligence), strict or statutory liability, or any other cause of action. You agree that you will not seek damages in excess of the contractually agreed-upon limitation directly or indirectly through suits against other parties who may join the Consultant as third-party defendant. None of the insurance or indemnity obligations under this agreement shall be deemed to be with a waiver of this limitation of liability provision.

7. **INVOICES** You will make all payments in accordance with SCI's invoices, and payment is due upon receipt of invoice. A fee of 1½ percent per month will be payable on any amounts not paid within thirty (30) days, payment thereafter to be applied first to accrued interest and then to your unpaid amount. You agree to pay invoices under these terms and to bear collection fees, court costs, or any other reasonable expense involved in the collection of amounts not paid.

8. **HAZARDOUS MATERIALS; NOTIFICATION OF AND DISCOVERY OF** When hazardous materials are known, assumed, or suspected to exist at a site, SCI is required to take appropriate precautions to protect the health and safety of its personnel, to comply with applicable laws and regulations, and to follow procedures that SCI deems prudent to help minimize physical risks to employees and the public. You warrant that you have provided to SCI all available information about type and location of known and suspected hazardous materials on, under, or adjacent to the project site.

The discovery of unanticipated hazardous or suspected hazardous materials will constitute a changed condition mandating termination of services if SCI and you are unable to renegotiate the scope of service in a timely manner. SCI will notify you as soon as practically possible should SCI encounter unanticipated hazardous or suspected hazardous materials.

The discovery of unanticipated hazardous or suspected hazardous materials may make it necessary for SCI to take measures that in SCI's professional opinion are needed to help preserve and protect the health and safety of SCI's personnel and of the public, and/or to preserve and protect the environment. As a condition precedent to the provision of service for this project, you agree to

compensate SCI for the additional fees and costs associated with any such measures and further agree to defend, indemnify, and hold harmless from any claim or liability for injury or loss arising from SCI's encountering unanticipated hazardous or suspected hazardous materials.

9. CONTAMINATION OF AN AQUIFER

Unavoidable contamination of soil or groundwater may occur during subsurface exploration, as when drilling or sampling tools penetrate a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading contaminants. Because subsurface exploration is an essential aspect of the services that SCI will provide on your behalf, you shall indemnify, defend, and hold SCI harmless from any claim or liability for injury or loss which may arise as a result of contamination allegedly caused by subsurface exploration to the fullest extent permitted by law.

10. SITE SAFETY

With respect to project site safety, SCI shall be responsible only for the on-site activities of its employees and subcontractors, and this responsibility shall not be construed to relieve you or the general contractor from your obligation to maintain a safe project site. Neither the professional activities of SCI, nor the presence of SCI's employees or subcontractors shall be construed to imply that SCI has any responsibility for any methods of work performance, procedures, superintendence, sequencing of operations, or safety in, on, or about the project site other than SCI's and SCI's subconsultants. You agree that the general contractor is responsible for project site safety and warrant that this intent shall be made evident in your agreement with the general contractor.

11. CONSTRUCTION COST ESTIMATES

An opinion of construction cost prepared by SCI represents our judgment as a design professional and is supplied for your general guidance only. Since we have no control over the cost of labor and material, nor over competitive bidding or market conditions, we do not guarantee the accuracy of our opinion as compared to other sources, such as, contractor bids of actual cost to the owner.

12. DEFECTS IN SERVICE

You and your personnel, contractors, and subcontractors shall promptly report to SCI any defects or suspected defects in SCI's work, in order that SCI may take prompt effective measures which in SCI's opinion will minimize the consequences of any such defect.

13. TERMINATION

Any or all services being provided for you by SCI under these General Terms and Conditions or under separate contract may be terminated by either party upon seven (7) days prior written notice. In the event of termination, SCI shall be compensated by you for all services performed up to and including the termination date, including reimbursable expenses.

14. FORCE MAJEURE

Any delays or failure of performance by SCI shall not constitute a default under this Agreement, if such delays or failures of performance are caused by occurrences beyond the reasonable control of SCI. Performance under this Agreement shall resume promptly once the cause or delay or failure ceases and SCI's schedule for performance shall be extended to the extent of such delay. Each party shall take reasonable steps to mitigate the impact of any such delay or failure.

15. ENVIRONMENTAL SITE ASSESSMENT

An Environmental Site Assessment is conducted to render an opinion about the possibility of regulated contaminants being present on, in, or beneath the site specifically at the time services were conducted. Client understands that no matter how thorough an Environmental Site Assessment is, SCI cannot know or state factually that a site is unaffected by reportable quantities of regulated contaminants. Furthermore, even if SCI believes that reportable quantities are not present, the client bears the risk that such contaminants may be present or may migrate to the site after the study is complete. Likewise, the client agrees to hold SCI harmless from any claim or liability for injury or loss arising from the unanticipated discovery of hazardous materials or suspected hazardous materials to the fullest extent permitted by law.

16. FAILURE TO FOLLOW RECOMMENDATIONS

SCI disclaims any and all responsibility and liability for problems that may occur during implementation of SCI's plans, specifications, or recommendations when SCI is not retained to observe such implementation.

17. ALTERATION OF INSTRUMENTS OF SERVICE

Client agrees that designs, plans, specifications, reports, proposals, and similar documents prepared by SCI are instruments of professional service, and as such, they may not under any circumstances be altered by any party except SCI. Client warrants that SCI's instruments of service will be used only and exactly as submitted by SCI. Accordingly, Client shall waive any claim against SCI and shall, to the fullest extent permitted by law, indemnify, defend, and hold SCI harmless of any claim or liability for injury or loss arising from unauthorized alteration of SCI's instruments of service.

18. MOLD DISCLAIMER

The services performed by SCI, unless specifically addressed in our scope of services, are not intended to take into account indoor amplification of mold. SCI's services may comment on depth to groundwater and site drainage, but in no instance is this to be interpreted that we were specifically intending to reduce moisture contents and/or humidity measurements within the structure as they may relate to mold. Client understands our services, unless specifically expressed in our work scope, are in no way intended to address the potential for mold infestation, and, as such, agrees to indemnify and hold SCI harmless from any claim alleging that SCI's services caused or aggravated a mold infestation to the fullest extent permitted by law.

19. OTHER PROVISIONS

You agree that this contract is entered into by the parties for the sole benefit of the parties to the contract, and that nothing in the contract shall be construed to create a right or benefit for any third party.

a. You agree that any and all limitations of SCI's liability and indemnifications by you shall include and extend to those individuals and entities SCI retains for performance of the services under this Agreement, including but not limited to SCI's officers, directors, and employees and their heirs and assigns, and SCI's subconsultants.

b. In an effort to resolve any conflicts that arise during or following completion of the project, you and SCI agree that all disputes between us arising out of or related to this Agreement shall be submitted to non-binding mediation as a condition precedent to institution of any formal legal proceeding, unless the parties mutually agree otherwise in writing.

c. THE PARTIES TO THIS CONTRACT HEREBY AGREE TO SUBMIT ANY SUCH DISPUTE TO THE CIRCUIT COURT OF ST. CHARLES COUNTY, STATE OF MISSOURI.

d. Test borings and test pits are an accepted and informative means of subsurface exploration. However, in the nature of things, they cannot indicate with absolute certainty the nature of the subsurface conditions between and sample locations of the exploration and below the termination of the borings or pits. Therefore, a report based on test borings, test pits, or other exploration method cannot ascertain the nature of the subsurface conditions between and beyond the specific sample locations. If conditions different than are indicated in our report come to your attention after you receive the report, it is recommended that you contact SCI immediately to inform SCI completely of what you have discovered and to authorize further evaluation, if appropriate.

e. Any recommendations provided in any correspondence, reports, plans, etc. from SCI are for the exclusive use of our client and are specific to the project covered by this contract. Recommendations provided by SCI are not meant to supersede more stringent requirements of local ordinances.

f. You may not assign this agreement to any other person or entity without the prior written consent of SCI. Any transfer of fifty percent or more of your equity interest or voting interest shall be deemed to be an assignment for this purpose.

g. SCI will perform all services under this agreement using the standard of care ordinarily used by firms performing such services in the locale where the services are being rendered. However, many factors influence the results from those services. As such, SCI expressly disclaims any warranty or guaranty as to the accuracy of such results. SCI's performance shall be solely judged against the foregoing standard of care.

Important Information about This

Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected*. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation*

is an offer to better manage your risk. Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk “Catch-22” situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report’s recommendations when another firm performs the services needed to evaluate the recommendations’ adequacy.* The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project’s geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project ***is not*** a mold prevention consultant; ***none of the services being offered have been designed or proposed for the purpose of mold prevention.***

Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members’ misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by having your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members’ plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled “limitations,” many of these provisions indicate where geotechnical engineers’ responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal’s provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Rely on Your Geotechnical Engineer for Additional Assistance

Membership in the Geoprofessional Business Association (GBA) exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with a GBA-member geotechnical engineer for more information. Confirm a firm’s membership in GBA by contacting GBA directly or at its website.



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ATTACHMENT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction 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 it knows that the certification is erroneous. A participant may decide the

method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.

<https://www.epls.gov/epl/s/search.do?page=A&status=current&agency=69#A>.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ATTACHMENT D**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS**

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction 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 it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System.
<https://www.epls.gov/epl/search.do?page=A&status=current&agency=69#A>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,

debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Attachment E
Disadvantage Business Enterprise Contract Provisions

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal is established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. The Good Faith Efforts documentation shall illustrate reasonable efforts to obtain DBE Participation. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

Attachment F – Fig. 136.4.15
Conflict of Interest Disclosure Form for LPA/Consultants
Local Federal-aid Transportation Projects

Firm Name (Consultant): HR Green, Inc.

Project Owner (LPA): City of Saint Charles, MO

Project Name: First Capitol Drive and Kingshighway Roundabout

Project Number: CMAQ-7302-(721)

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri’s Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

No real or potential conflicts of interest
If no conflicts have been identified, complete and sign this form and submit to LPA

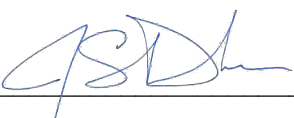
Real conflicts of interest or the potential for conflicts of interest
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant’s proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

LPA

Consultant

Printed Name: Jason S. Dohrmann, PE

Printed Name: _____

Signature: 

Signature: _____

Date: June 2, 2026

Date: _____

Certificate Of Completion

Envelope Id: AED8AFCE-155B-8AB5-8310-1B02C49C1F84

Status: Sent

Subject: Please DocuSign: Yellow-CRS-Electronic Routing_26ENGST003 FIRST CAPITOL & KINGSHIGHWAY_ \$337,216.35

Source Envelope:

Document Pages: 56

Signatures: 6

Envelope Originator:

Certificate Pages: 3

Initials: 5

Grace Capritta

AutoNav: Enabled

200 N Second St

Envelopeld Stamping: Enabled

Saint Charles, MO, MO 63301

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

grace.capritta@stcharlescitymo.gov

IP Address: 35.130.51.195

Record Tracking

Status: Original

Holder: Grace Capritta

Location: DocuSign

6/16/2026 8:22:51 AM

grace.capritta@stcharlescitymo.gov

Signer Events

Dan Mann

daniel.mann@stcharlescitymo.gov

Director of Engineering

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

147DA4446E33432...

Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Willie Hantack

William.Hantack@stcharlescitymo.gov

Audit & Accounting Manager

City of Saint Charles, MO

Signing Group: Senior Financial Analysts

Security Level: Email, Account Authentication (None)

Signature Adoption: Uploaded Signature Image

Using IP Address: 35.130.51.195

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Signed: 6/16/2026 10:23:33 AM

Electronic Record and Signature Disclosure:

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Paul Feldmann

paul.feldmann@stcharlescitymo.gov

Purchasing Manager

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

Signed by:

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Signature Adoption: Pre-selected Style

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Signed: 6/16/2026 12:24:29 PM

Electronic Record and Signature Disclosure:

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Mary Ann Ohms

maryann.ohms@stcharlescitymo.gov

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

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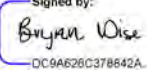
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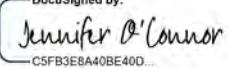
Signer Events**Signature****Timestamp**

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:

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

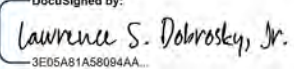
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Jennifer O'Connor
 jennifer.oconnor@stcharlescitymo.gov
 Director of Finance
 City of Saint Charles, MO
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

DocuSigned by:

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 Signed: 6/16/2026 4:13:51 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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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

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Daniel J. Borgmeyer
 dan.borgmeyer@stcharlescitymo.gov
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Kim Hudson
 kimberly.hudson@stcharlescitymo.gov
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

City Clerk - Assign Contract #
 Signing Group: City Clerk - Assign Contract #
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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		
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Notary Events	Signature	Timestamp
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Payment Events	Status	Timestamps



Contract # _____
(City Clerk will Assign)

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

Requesting Department:	Engineering	Department Contact:	Jonathan Swagman/Grace C
Vendor Name & NWS#:	HR Green, Inc / 9995		
Description/Purpose:	Authorization to execute an agreement with HR Green, Inc for First Capitol Improvements West Clay to Kingshighway in an amount not to exceed \$508,388.78.		
Account #:	410-502-502-873-101 - \$108,388.78 412-502-502-873-101 (CRB) - \$400,000.00		
Project #:	26ENGST002		
Amount of this Routing:	\$ 508,388.78	Requisition #:	20260659
Contract Type:	New Contract	N/A	Coop#:
Contract Term:	Until Contract Completion	Renewal Options:	
If Renewal or Amendment: C#	Amendment #	Renewal #	
Original Contract Value:	\$	Total of Previous Amendments:	\$
Total Contract Value:	\$ 508,388.78		

DS
WJG

Certifications: to be completed by Originating Department Director

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

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

Printed Name: Dan Mann	Signature: <small>DocuSigned by:</small> <i>Dan Mann</i>	6/17/2026
--------------------------------------	---	-----------

ROUTING	Signature/Date
Purchasing Review (Compliant with Chapter 145 and City Terms)	<small>Signed by:</small> <i>Paul Feldmann</i> 6/17/2026
Department of Law (for Legality only)	<small>DocuSigned by:</small> <i>Holly Magdziary</i> 6/17/2026
Director of Finance (Funds Available)	<small>DocuSigned by:</small> <i>Jennifer O'Connor</i> 6/17/2026
Director of Administration (Recommend Approval)	<small>DocuSigned by:</small> <i>Lawrence S. Dobrosky, Jr.</i> 6/17/2026
City Council Approval on Consent Agenda	
Mayor (Signature Indicating Approval)	
City Clerk (Signature, Seal and Contract # Assigned)	

Legal has reviewed form of agreement: DS
MLO



RCA FORM (OFFICE USE ONLY)

Bill # _____

MEETING/DATE: 06/23/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 2

Sponsor(s): Consent Agenda

Description:

Authorization to execute an agreement with HR Green, Inc for First Capitol Improvements West Clay to Kingshighway in an amount not to exceed \$508,388.78.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

This agreement is an engineering services contract with HR Green for the design of improvements to First Capitol Drive from West Clay to Kingshighway. The project improvements include a new roundabout Tompkins to replace the existing signalized intersection. Median refuge islands will be installed on each leg of the roundabout. The existing pavement at this intersection is in fair condition and will be replaced with full depth asphalt pavement as needed to construct the new roundabout. Existing pavement that does not need to be replaced will be rehabilitated. Project also includes a new 10' wide shared use path (SUP) along the west side of First Capitol tying into the existing SUP on West Clay. This project has been awarded St. Charles CRB funding for design. It has been awarded Federal CMAQ and TAP money as well as St. Charles CRB funding for construction.

Staff recommends approval of the agreement.

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

Fiscal Impact: 508,388.78

Requisition #: 20260659

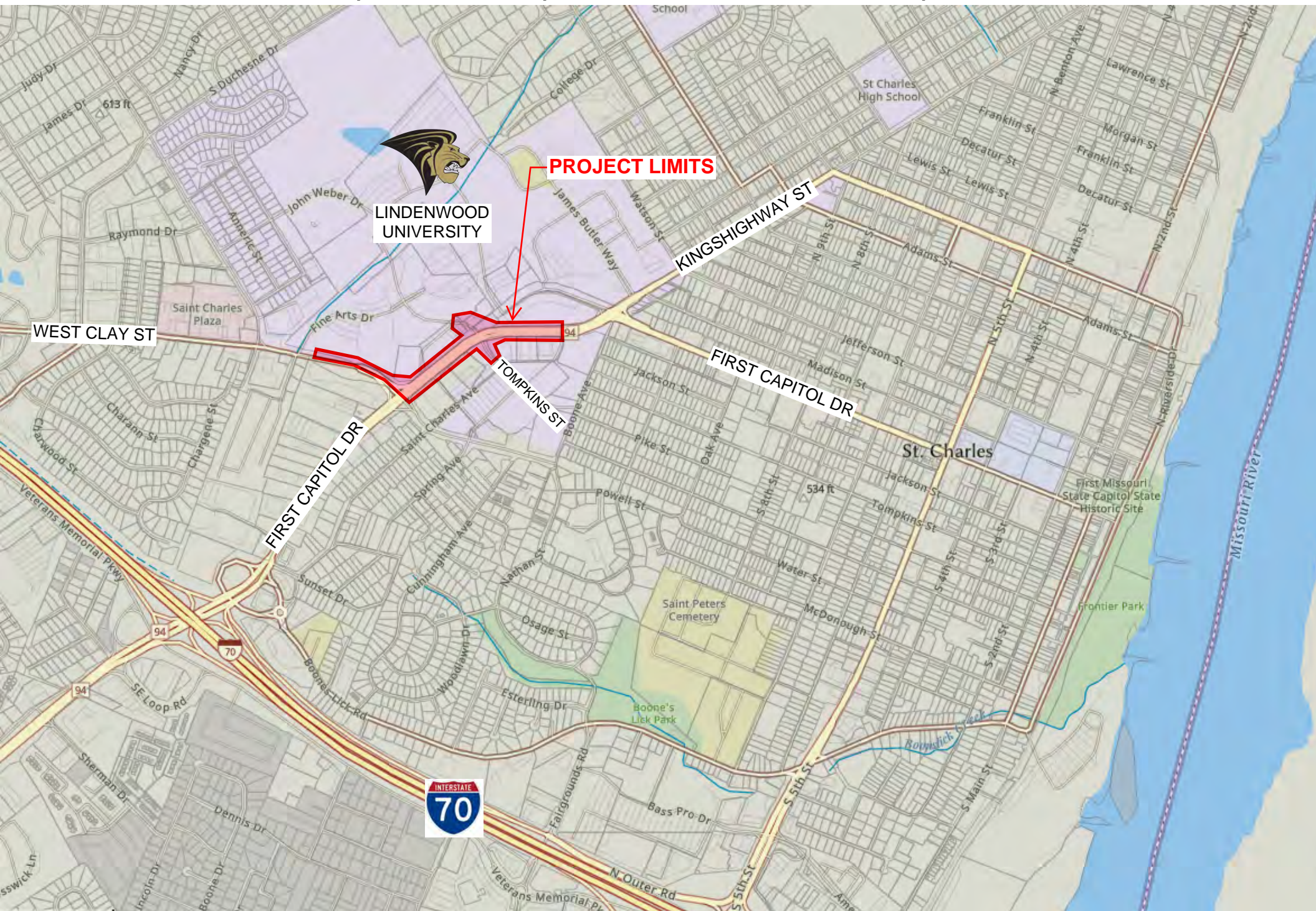
Account #: 410-502-502-873-101 - \$108,388.78
412-502-502-873-101 (CRB) - \$400,000.00

Project #: 26ENGST002

RCA prepared by: JRS / GC Dept. Dir. Finance Dir. Dir. of Admin.

Attachment A1

Project Location Map
First Capitol Drive and Tompkins Street Intersection Traffic Flow Improvements



CLIENT: City of Saint Charles, Missouri
LOCATION: First Capitol Drive at Tompkins Street
PROJECT: First Capitol Drive and Tompkins Street Roundabout, Shared Use Path

THIS CONTRACT is between *the City of Saint Charles, Missouri*, hereinafter referred to as the "Local Agency", and *HR Green, Inc.*, hereinafter referred to as the "Engineer".

INASMUCH, the Local Agency intends to construct a new roundabout at the intersection of First Capitol Drive and Tompkins Street, including a new shared use path along West Clay Street and extending along First Capitol Drive to approximately a future pedestrian overpass. The work will consist of new pavement, enclosed drainage, retaining wall, concrete median, traffic signal modifications, and pedestrian facilities, and requires professional engineering services. At the time of the execution of this contract, this project does not include federal funding participation for design services; however, it is anticipated that future federal funds will be obligated for the Right-of-Way Acquisition and Construction Phases of this project. Therefore, all design procedures will be subject to MoDOT LPA review and approval, and will follow guidelines in Section 136 of the LPA Manual. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning and design of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

ARTICLE I – SCOPE OF SERVICES

See Attachment A

ARTICLE II – NOT USED

ARTICLE III-ADDITIONAL SERVICES

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of the Local Agency prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the Local Agency;
- B. provide the Engineer with the Local Agency's requirements for the project;
- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;

- D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);
- F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

ARTICLE V - PERIOD OF SERVICE

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

- A. PS&E Approval by MODOT shall be completed prior to September 30, 2029.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

ARTICLE VI – STANDARDS

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT's Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

ARTICLE VII - COMPENSATION

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

- A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of **\$49,584.01**, with a ceiling established for said design services in the amount of **\$508,388.78** which amount shall not be exceeded.
- B. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or

change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.

C. Actual costs in Section A above are defined as:

1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
2. An amount calculated at 59.92% of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
3. An amount calculated at 123.39% of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.

E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.

F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.

G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.

H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of:

Sub-Consultant Name	Address	Services
Civil Design, Inc.	520 Oakland Avenue, St. Louis, MO 63110	Surveying, Property Descriptions, Plats
SCI Engineering	130 Point West Boulevard, St. Charles, MO 63301	Geotechnical Investigation, Cultural Resources Survey

ARTICLE X - PROFESSIONAL ENDORSEMENT

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

ARTICLE XI - RETENTION OF RECORDS

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

ARTICLE XII - OWNERSHIP OF DOCUMENTS

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT

- A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.
- B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.
- C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.
- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.
- E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.
 - 1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
 - 2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.

3. Any material contract breach by the Local Agency.

ARTICLE XIV - DECISIONS UNDER THIS CONTRACT

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

ARTICLE XV - SUCCESSORS AND ASSIGNS

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XVI - COMPLIANCE WITH LAWS

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

ARTICLE XVIII - NONDISCRIMINATION

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with state and federal related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

ARTICLE XIX – LOBBY CERTIFICATION

CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which

are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

ARTICLE XX – INSURANCE

A. The Engineer shall maintain commercial general liability, automobile liability, and worker’s compensation and employer’s liability insurance in full force and effect to protect the Engineer from claims under Worker’s Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

C. The Engineer's insurance coverage shall be for not less than the following limits of liability:

1. Commercial General Liability:

- Each Occurrence \$4,000,000
- Personal & Advertising Injury \$4,000,000
- Products/Completed Operations
- Aggregate \$4,000,000
- General Aggregate \$4,000,000

An umbrella or excess liability policy may be used to attain the shown commercial general liability limits.

Policy shall not contain any endorsements that remove or restrict the following coverages:

- a. Contractual Liability
- b. Explosion, Collapse & Underground
- c. Independent Contractors

2. Automobile Liability: \$4,000,000 Each Accident, Combined Single Limits, Bodily Injury and Property Damage. An umbrella or excess liability policy may be used to attain the shown commercial general liability limits.

3. Worker's Compensation in accordance with the statutory limits; and

- Bodily Injury by Accident \$550,000 each accident
- Bodily Injury by Disease \$550,000 policy limit
- Bodily Injury by Disease \$550,000 each employee

4. Professional (“Errors and Omissions”) Liability: \$4,000,000, each claim and in the annual aggregate.

- D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.
- E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

ARTICLE XXI - ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Executed by the Engineer this ____ day of _____, 20__.

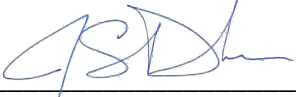
Executed by the County/City this __ day of _____, 20__.

FOR: CITY OF SAINT CHARLES, MISSOURI

BY: _____
Title:

ATTEST: _____

FOR: HR GREEN, INC.

BY: 
_____ **Jason S. Dohrmann, PE - Vice President**

ATTEST:  _____

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

DocuSigned by:

CSFB3E8A40BE40D _____ 6/17/2026
CITY FINANCE DIRECTOR
Jennifer O'Connor

ATTACHMENT A

SCOPE OF SERVICES

First Capitol Drive and Tompkins Street Roundabout, Shared Use Path
26ENGST002

PROJECT DESCRIPTION

The City of Saint Charles, MO (CITY) will be making traffic flow and safety improvements to the intersection of First Capitol Drive and Tompkins Street with a new dual lane roundabout. The work will consist of pavement reconstruction at the intersection, concrete median barrier, and a 10-foot shared use path. The project will consist of the following design features: 1). Conceptual design study to review improvement recommendations in the form of a Technical Memorandum; 2). Pavement reconstruction to convert existing traffic signal control at First Capitol Drive and Tompkins Street to a dual-lane roundabout; 3). A new SUP along the north side of West Clay Street and along the west side of First Capitol Drive to approximately Cunningham Avenue; 4). Concrete median barrier along First Capitol Drive between West Clay Street to Cunningham Avenue; 5). And upgraded traffic signal detection devices at the intersection of First Capitol Drive and West Clay Street.

GENERAL

The ENGINEER will develop detailed plans, job special provisions, and an opinion of estimated construction cost for the improvements. This scope of services includes the completion of four (4) tasks as detailed below. Plans will be developed in accordance with the procedures required by the Missouri Department of Transportation, LPA Manual. The ENGINEER will develop deliverables for the following four submittals (items 1 through 4), and submit to the CITY, MoDOT, and County Road Board for review and approval:

1. Conceptual Design Study and Technical Traffic Memorandum
2. Preliminary Plan Phase
3. Right-of-Way Plan Phase
4. Final Design Plan Phase

PROJECT ASSUMPTIONS

The following assumptions were made in developing this scope of services:

1. Federal Funding: At the time of contract award, this project does not have federal funding participation; however, it will be assumed that this project will be awarded federal funds in the FY2027-2029 cycle, and all aspects of this project will need to follow procedures outlined in the MoDOT LPA Manual.
2. Traffic Technical Memorandum: Traffic count data and traffic signal timing plans will be provided by the CITY.
3. Conceptual Design Study: The conceptual design study will consider existing conditions, traffic signal at West Clay Street, and roundabout control at Tompkins Street, and will be

ATTACHMENT A

SCOPE OF SERVICES

First Capitol Drive and Tompkins Street Roundabout, Shared Use Path
26ENGST002

- the basis of this memorandum, and no new horizontal or vertical alignments will be considered.
4. Detailed Design Phase: This scope of work is based on the improvements of a dual lane roundabout at Tompkins Street and First Capitol Drive. Any other improvements identified during the Conceptual Design Study Phase will be completed with a scope and fee adjustment, upon authorization of the CITY.
 5. Right-of-Way: For the purposes of this scope of service, it is assumed there will be up to thirteen (13) parcels requiring new right-of-way and temporary construction easement (TCE) requirements to construct improvements. The acquisition of new easements for this project will be completed by the CITY. At this time, costs to develop Right-of-Way plans assuming new right-of-way and temporary easements from up to thirteen (13) parcels are included in Task V. The ENGINEER will obtain available recorded plats and deeds through the project limits. All title work, if necessary, will be the responsibility of the ENGINEER. Properties requiring TCE will only include exhibits, and property descriptions will not be required for recording. If it is subsequently determined if more parcels will require new temporary or permanent easements, the ENGINEER will complete this work through a Supplemental Agreement. The ENGINEER will secure thirteen (13) title reports for this project.
 6. Surveying: A full topographic and right-of-way survey will be completed by a subconsultant.
 7. Drainage Design: Review of the existing storm sewer system and hydraulic calculations will be completed throughout the project limits to account for pavement widening and enclosed drainage system. It is the CITY'S intention to use as much of the existing storm drainage system near the intersection in place, except for modifications due to pavement widenings. If hydraulic calculations reveal that the existing storm water system is undersized, a new system will be designed as a supplement to this contract, at a negotiated fee, upon authorization of the CITY.
 8. Retaining Walls: It is assumed that there will be up to two (2) retaining walls required for the project. Retaining wall locations and elevations will be detailed on the plans; however, structural analysis of retaining walls will be the responsibility of the contractor.
 9. Geotechnical Exploration: Geotechnical exploration will be completed by a subconsultant. Boring locations will be approved by the CITY and traffic control costs for borings will be included in the subconsultant's fee.
 10. Request for Environmental Review (RER): Pending approval of federal funds, documentation will be submitted to MoDOT for NEPA classification and environmental clearance. It is assumed that a Cultural Resources Survey will be required, and will be completed by a subconsultant.
 11. Existing Signs: The ENGINEER will not be responsible for Retroreflectivity evaluation of existing signs to be used in place.
 12. Utility Coordination: The ENGINEER will be responsible for utility coordination with local owners adjacent to the project site. The ENGINEER will develop plan sets to be submitted to the CITY and each known individual utility owner. The ENGINEER will assist the CITY

ATTACHMENT A

SCOPE OF SERVICES

First Capitol Drive and Tompkins Street Roundabout, Shared Use Path
26ENGST002

- with a utility coordination meeting by being present and answering design-related questions. All utility agency coordination will be documented by the ENGINEER and submitted to the CITY for their files.
13. Traffic Staging During Construction – It is anticipated that First Capitol Drive will remain open during construction with the possibility of lane reductions. Tompkins may have the option to be closed during some construction phases, as necessary, to build the improvements.
 14. Bidding Documents: The ENGINEER will provide one PDF copy of all bid documents to the CITY, who will be responsible for reproduction of the bidding documents.
 15. Right-of-Way Survey: All survey work under this phase will be completed under the direction and control of a Missouri Licensed Professional Land Surveyor. All exhibits and legal descriptions for permanent easement of right of way acquisition will be completed by a subconsultant, and sealed by a Professional Land Surveyor licensed in the State of Missouri.
 16. As-Built Plans: For the purposes of the fee estimate, the assumption was made that the contractor would develop and provide as-built plans to the ENGINEER and CITY.
 17. Design Details: Primary project design will be in accordance with St. Louis County Design Criteria and Details, and Metropolitan St. Louis Sewer District (MSD). Secondary project design may follow the Missouri Department of Transportation Standard Plans and Specifications for Highway Design.

EXCLUSIONS

Exclusions to the scope of services include the following:

1. Presentation at City Council, Road Board, or other public meetings.
2. Traffic Counts
3. Provisions for storm water quality or BMP's
4. Design of off-site detention
5. Design of utility adjustments or preparation and negotiation of utility agreements
6. Acquisition of new right of way or easements
7. Any work required for condemnation of property, once the Right-of-Way Plans have been submitted and approved, is excluded from this scope of services.
8. The ENGINEER will not be responsible for the preparation of any Certified Land Corner documents.
9. The ENGINEER will not be responsible for the physical monumentation of any proposed right of way or property corners, or the re-establishment of existing corners which may have been damaged, removed, or not found for this project.
10. No NEPA or environmental permitting or documentation beyond the RER process will be completed, with the exception of a Cultural Resources Survey. Scope will not include

ATTACHMENT A

SCOPE OF SERVICES

First Capitol Drive and Tompkins Street Roundabout, Shared Use Path
26ENGST002

- floodplain development permit, Wetland Delineation, 404/401 Permit, Farmland Impacts, CE-2 Documentation, or asbestos and lead paint reports.
11. Permitting other than that described herein will be the responsibility of the CITY
 12. Permitting requirements during construction phase will be the responsibility of others
 13. Coordination of utility relocation work
 14. Construction survey/staking
 15. Project Manual / Front end documents with the exception of JSPs.

I. PROJECT MANAGEMENT

In order to provide client service and meet the needs of this project, Project Management activities will include the following:

- A. Project Kick-Off Meeting – A project kick-off meeting will be held with the CITY to gather any information (i.e. as-builts, development plans, GIS data, utility information, etc.), discuss project goals and expectation, review project schedule, and determine invoicing and progress report format.
- B. Internal Team Meetings – Internal team meetings will be held as needed to the extent each team member (prime and subconsultant team members) are operating under the same directions and following the same guidance for the project.
- C. Invoicing – Invoices and progress reports will be prepared monthly for the duration of the project (assume 24 months). The invoices will be prepared by the ENGINEER and will include invoices from the ENGINEER'S subconsultants. Subconsultants will prepare monthly invoices for their work and submit the invoices to ENGINEER, who will summarize all the monthly labor costs, expenses and fixed fees into one comprehensive invoice.
- D. Status Report Meetings – A status report meeting, in addition to the various other meetings at milestone deliverables may be held with the CITY to update on design progress, obtain information and feedback from the CITY, and to answer any project related questions from the CITY. These meetings may be held virtually. Meeting notes will be prepared by the ENGINEER. Assume up to four (4) meetings.

II. CONCEPTUAL DESIGN STUDY AND TECHNICAL TRAFFIC MEMORANDUM

The following scope items will be necessary to complete this work:

- A. Site Investigation – The ENGINEER will conduct a site investigation to observe traffic conditions, lane configurations, signage, drainage, and other existing topographic features of the proposed corridor, as well as traffic flow conditions at the study intersection.
- B. Traffic Analysis – Existing AM Peak and PM Peak Synchro traffic models prepared with traffic counts provided by the CITY, and then with the dual lane roundabout

ATTACHMENT A

SCOPE OF SERVICES

First Capitol Drive and Tompkins Street Roundabout, Shared Use Path
26ENGST002

- improvement alternatives, specifically to review the impacts of queuing between West Clay Street (Traffic Signalization) and Tompkins Street, (Roundabout). Analysis will be completed with VISSIM modeling software.
- C. Conceptual Layout – The ENGINEER will prepare one (1) conceptual layouts of the proposed roadway geometry based on traffic analysis and submit to the CITY for review and approval prior to commencement of preliminary design. Conceptual layout will include horizontal alignment, edge of pavement, pavement markings, and sidewalk. Concept layout will be submitted in PDF format.
 - D. Conceptual Design Study Technical Memorandum – A brief Conceptual Design Study Technical Memorandum will be prepared. The Conceptual Design Study will also include the results of the operational analysis and will be summarized in report form and submitted to the CITY.
 - E. Conceptual Design Study Submittal: Submit the draft conceptual layout and report to the CITY for review and approval. A meeting will be held after submitting the analysis with the CITY to discuss the findings and answer any questions. The Conceptual Design Study will be updated based on CITY comments and resubmitted as a final document for approval.

DETAILED DESIGN ENGINEERING

III. FIELD DATA COLLECTION

The following scope items will be necessary to complete this work:

- A. Topographic Survey – Based on the scope of services provided by a surveying subconsultant and referenced as Attachment A-1, a full topographic and right-of-way survey will be completed during this phase. Topographic survey at a minimum include:
 - 1. All structures, including building structures, retaining walls, drainage structures, fences, or any other physical objects that would be in conflict with the proposed roadway improvements.
 - 2. Existing pavements, type of pavement, top back of curb, flowline of curb, type of curb, driveway entrances, sidewalks, steps, or any other roadway items that would be in conflict with the proposed improvements.
 - 3. Break lines, including top of slopes and toe of slopes.
 - 4. Corners of houses, decks, building structures
 - 5. Grades of back yards, excluding landscaping, etc.
 - 6. Establishing a survey centerline that is tied to all property corners.
 - 7. Property reconstruction strip map of all parcels or tracts adjacent to project limits.
 - 8. Acquiring recorded deeds from the St. Charles County Recorder's Office.

ATTACHMENT A

SCOPE OF SERVICES

First Capitol Drive and Tompkins Street Roundabout, Shared Use Path
26ENGST002

9. Establishing horizontal and vertical control points (at a maximum interval of 1,000 feet) that can be used for construction of the project.
 10. Tie vertical control to USGS, NGS, or MoDOT Benchmarks.
 11. Use of Modified State Plane Coordinate system for horizontal control.
 12. Determine existing pavement profiles and cross section existing pavement every fifty (50) feet with a cross section width of 100-150 feet as necessary. Half sections will be provided at driveways and intersections, extending 75 feet as necessary.
 13. Define drainage areas of all watersheds within project limits.
 14. Survey all drainage ditches, creeks, and channel upstream and downstream of the existing roadway, a minimum of 200 feet each direction from the roadway.
 15. Tree masses and trees with a diameter greater than 6", including type of tree.
 16. Locate all visible utilities and determine flow line elevations of all storm and sanitary sewer structures.
 17. Submission of topographic survey in Microstation ORD format.
- B. Geotechnical Exploration - Based on the scope of services provided by a geotechnical engineering subconsultant and referenced as Attachment A-2, a geotechnical exploration will be completed during this phase.

IV. PRELIMINARY DESIGN PHASE

- A. Site Investigation – The ENGINEER will conduct a site investigation to observe traffic conditions, lane configurations, signage, drainage, and other existing topographic features of the proposed corridor.
- B. Preliminary Roadway Design Plans – The Preliminary Design plan submittal will show the general nature of the proposed improvements for the project and will include, but not necessarily be limited to:
1. Title Sheet – The ENGINEER will complete a preliminary title sheet for the project.
 2. Typical Section Sheets – The ENGINEER will prepare preliminary typical section sheets. Three (3) typical section sheets are assumed.
 3. Reference Tie / Alignment / Project Control Sheet – The ENGINEER will prepare a preliminary tie and control sheet using information provided by the surveyor. Three (3) sheets assumed.
 4. Develop Plan Sheets – The ENGINEER will prepare preliminary plan sheets based on a 20-scale horizontal plan. The plan sheets will cover the pavement reconstruction area. Plan sheets will include roadway geometry, storm sewer layout, existing and proposed right-of-way and easements, and retaining walls, as necessary. Ten (10) sheets are estimated.

ATTACHMENT A

SCOPE OF SERVICES

First Capitol Drive and Tompkins Street Roundabout, Shared Use Path
26ENGST002

5. Preliminary Drainage Layout – The ENGINEER will prepare preliminary layout of storm sewer pipes and extensions and structures, and will be shown on plan sheets.
 6. Preliminary Retaining Wall Layout – The ENGINEER will prepare preliminary layout of one (1) retaining wall. Preliminary retaining wall profile will be shown on 1"=20' horizontal and 1"=5' vertical scale. One (1) sheet is estimated.
 7. Preliminary Signal Layout – The ENGINEER will show the layout of the new traffic signal equipment. The proposed traffic signal will be laid out on a 20-scale plan sheet showing equipment such as signal poles, mast arms, signal indications, pull boxes, conduit, controller, and power supply. The proposed wiring diagram will be prepared and included with the preliminary submittal. The ENGINEER will meet on-site with the CITY'S signal technician and project manager to review traffic signal equipment needs and locations. Two (2) sheets assumed.
 8. Construction Staging - Review staged construction scheme to identify potential temporary easement requirements. Preliminary staging plans will include proposed phases, areas requiring temporary pavement, and lane tapers/shifts necessary. Preliminary staging plans will not include traffic control signing or detailed barricade layout. Ten (10) sheets assumed.
 9. Preliminary Cross Sections - Cross sections for the project will be shown at fifty-foot intervals along the proposed centerline of the alignments, drawn at a scale of 1" equals 5' both horizontally and vertically. Effort required to prepare cross sections also includes the effort to create a 3D model of the project. Three cross sections per sheet are anticipated, resulting in seventeen (17) sheets assumed for this work.
 10. Approximate right-of-way and easement requirements will be shown on the plan sheets.
- C. Hydraulic Calculations - The ENGINEER will delineate drainage areas and prepare hydraulic calculations for an enclosed storm drainage system to handle runoff within public Right-of-Way. Existing drainage system will be modeled based on topographic survey and as-built information. It is anticipated the existing public drainage system will be sufficient for the roadway improvements. The hydraulic calculations will include the proposed ditch/culvert system.
1. Determine drainage areas.
 2. Determine runoff coefficients for storm water flows to proposed inlets.
 3. Prepare preliminary hydraulic calculations for pipes.
 4. Evaluate existing pipe capacity.

ATTACHMENT A

SCOPE OF SERVICES

First Capitol Drive and Tompkins Street Roundabout, Shared Use Path
26ENGST002

- D. Prepare Engineer's Estimate of Probable Cost – The ENGINEER will complete a preliminary engineer's estimate of probable cost based on the preliminary plans utilizing historical unit bid prices for construction.
- E. Submit Preliminary Plans – The ENGINEER will submit an electronic copy of the Preliminary Plans to the CITY for review and approval. The Preliminary Plan submittal will include: Title Sheet, Typical Sections, Reference Tie Sheet, Plan Sheets including proposed drainage, Retaining Wall Layout, Traffic Signal Layout, Staging Plan, and Cross Sections. Upon approval at the CITY level, the ENGINEER will send the Preliminary Plan submittal to MoDOT for review and concurrence. Any comments that MoDOT makes required for approval will be revised and resubmitted during the Right of Way Phase. It is expected that preliminary plan comments will be addressed as part of the Right-of-Way Plan submittal (Task V).
- F. NEPA Clearance – The ENGINEER will complete an LPA Request for Environmental Review (RER) through the new Environmental Services webpage linked in the MoDOT EPG. Additional Forms and information that may be required to be submitted include the following:
1. Obtain the necessary USFWS IPac Official Species List, MDC Heritage Review Report, and related Threatened and Endangered Species documentation. Complete the required Section 106 Project Information Form to the State Historic Preservation Office.
 2. Cultural Resources Survey
- G. Utility Coordination – The ENGINEER will contact, either through the Missouri One Call System or through direct contact, all utility companies having utilities in the Project area, and will request maps of the utility companies' line locations both horizontally and vertically, if possible. During this initial contact, the ENGINEER will advise the utility companies of the general timeline expected for the Project. The ENGINEER will determine whether the utility companies' lines are on private easement or within the existing right-of-way through title letter reports provided by the CITY. If on private easement, the ENGINEER'S surveyor will determine the Book and Page number on which such easement is recorded in the Recorder of Deeds records.

ENGINEER will determine the point of contact with each respective utility company for future correspondence. ENGINEER will utilize a utility tracking form to maintain current records of correspondence with each utility company. If any utility company indicates they have no service in the area, a written statement to that effect will be obtained.

ATTACHMENT A

SCOPE OF SERVICES

First Capitol Drive and Tompkins Street Roundabout, Shared Use Path
26ENGST002

The ENGINEER will submit Preliminary Plans to the individual utility owners in PDF format. The ENGINEER will prepare a Utility Coordination Plan submittal which shall include the plan sheets, cross-sections, elevations, cut/fill areas, construction staging plan and storm sewer profiles in sufficient detail that the utility companies can utilize them to initiate their designs for plans of adjustment. These plans will be transmitted to the utility companies by the CITY after preliminary plans have been approved by the CITY. The ENGINEER will not be responsible for converting the CAD format of plan sheets. All correspondence will be copied to the CITY project manager.

The ENGINEER will use these drawings to host a meeting approximately 30 to 45 days later to discuss any concerns of the utility companies and to allow the utility companies to coordinate among themselves. The ENGINEER will assist the CITY at the utility coordination meeting to answer design-related questions. Within reason (agreed to by the CITY and ENGINEER), ENGINEER will incorporate in the bid documents, necessary requests by the utility companies for assistance from the construction contractor. Construction documents may include in the specifications a requirement for the construction contractor to consider, as incidental, the costs of early staking of the right-of-way and/or early clearing as may be required to allow utility relocation to get underway.

- H. Public Meeting – The CITY will secure the location for a public meeting place and will set the date in coordination with the ENGINEER. The CITY will notify stakeholders of the public meeting, prepare sign-in sheet, and project information and comment sheets. The open house format public meetings will occur during the hours of 4:00 PM until 6:00 PM.
1. The ENGINEER will prepare up to four (4) mounted display boards which will include improvements overlaid on an aerial background, and assist with the comment sheet, sign-in, sheet, and project information sheet. The displays will be submitted to the CITY for approval. ENGINEER will make necessary revisions and resubmit to the CITY to be posted on their website during the public meeting advertisement period.
 2. The ENGINEER is expected to have up to two (2) staff members present at the public meeting.
 3. Property owner comments and feedback will be summarized by the ENGINEER and presented to the CITY.

V. RIGHT-OF-WAY PHASE

The Right-of-Way Phase shall include development of detailed right-of-way plans for the proposed improvements upon approval of Preliminary Plans by the CITY. The development of Right-of-Way Plans is based on the assumption no more than thirteen

ATTACHMENT A

SCOPE OF SERVICES

First Capitol Drive and Tompkins Street Roundabout, Shared Use Path
26ENGST002

(13) parcels may require new right-of-way and temporary construction easements. If it is determined that more temporary and permanent easements are required, the ENGINEER will complete this additional work by way of supplemental agreement.

For this project, all property takings and easement acquisition will be completed by the CITY, using the Right of Way Plans prepared by the ENGINEER as follows:

- A. **Right of Way Plans** – The ENGINEER will prepare Right of Way Plans, which may be separate drawings from those used for design and construction details. The Right of Way Plans will show alignment, geometric design, removal of improvements, drainage facilities, property lines and ownership, other land survey information, street lines and existing right of way and existing easements. The ENGINEER will also include plan details, which will require additional right of way or easements during the construction phase of the project such as temporary pavement, temporary erosion control, etc. Right of Way Plans include title sheet, typical sections, and plan sheets. Areas of new right of way, permanent easements and/or temporary easements required from each individual property owner will be shown as shaded on the plan, and in tabular form on the respective sheets.

Preliminary Right-of-Way Plans will be submitted to the CITY for review and approval. The Right-of-Way Plans will be at the same scale as the construction plans. The Right-of-Way Plans will include design details that will control the width of right of way and necessary easements.

1. Title sheet with the appropriate project limits, access note and traffic data completed.
 2. Typical sections
 3. Reference Tie/Coordinate Sheet. Information shall include Township, Range, Section and/or U.S. Survey.
 4. Plan sheets containing the following: drainage facilities; entrances and their reference location, width and type; property owners, with existing and proposed areas of new right of way, easements and remaining property; traffic signal equipment; centerline bearing, existing known utility locations, easements, and horizontal curvature information. New Right-of-Way lines and new easements shall be dimensioned by station and offset.
- B. **ENGINEER'S Estimate of Probable Cost** – The ENGINEER will revise the Engineer's Estimate of Probable Cost based on updated plan changes occurring between the Preliminary Plans and submittal of the Right-of-Way Plans.
- C. **Submit Right-of-Way Plans** – The ENGINEER will submit an electronic copy in PDF format of the Right-of-Way Plans to the CITY for review and approval. The

ATTACHMENT A

SCOPE OF SERVICES

First Capitol Drive and Tompkins Street Roundabout, Shared Use Path
26ENGST002

Right-of-Way Plan submittal will include: Title Sheet, Typical Sections, Coordinate Sheet, and Plan Sheets, and Cross Sections.

- D. Revise Right-of-Way Plans and Resubmit – The ENGINEER will revise the Right-of-Way Plans based on the review comments received and resubmit the revised plans to the CITY for approval.
1. The ENGINEER will be responsible for making reasonable revisions to the Right-of-Way and Construction Plans due to negotiations with the property owners in an effort to acquire the right-of-way or easements. Reasonable is defined as revisions limited to one (1) individual property revision
- E. Utility Coordination – The ENGINEER will submit Right-of-Way Plans to the individual utility owners if there are significant changes from the preliminary submittal. Plans will be submitted in either electronic or hard copy (pdf or Microstation) format. Plans of adjustment will be coordinated between the ENGINEER and utility company representative. All correspondence will be copied to the CITY project manager.

Any adjustment to the roadway plans, which does not degrade the final product and does not appreciably increase the construction cost that makes utility adjustments either not required or easier, may be considered. The CITY will make the final determination regarding which changes should be incorporated into the final construction drawings. Significant changes may require a Supplemental Agreement/Addendum with the CITY.

In addition to the specific Right-of-Way Plan requirements, the following items and assumptions are also included in this phase of work:

- F. Property Exhibits and Descriptions - The ENGINEER will provide individual Property Descriptions and Exhibits for each parcel requiring a permanent or temporary taking, (individual property descriptions by parcel will not be required for temporary takings). For the purposes of this contract, thirteen (13) parcels will require new right-of-way and temporary construction easements.

VI. FINAL DESIGN PHASE

The Final Design Phase shall include final design of the project as approved in the Right-of-Way Plans. The ENGINEER will undertake the following tasks in the final development of the plans.

- A. Title Sheet – The ENGINEER will make final revisions to the title sheet.

ATTACHMENT A

SCOPE OF SERVICES

First Capitol Drive and Tompkins Street Roundabout, Shared Use Path
26ENGST002

- B. Tabulation of Quantities - The ENGINEER will tabulate all quantities to be used for bidding purposes. The tabulation will be created in Excel spreadsheets. Overall quantity sheets will be summarized and will break down how each quantity was tabulated by sheet and station range. Three (3) sheets are estimated.
- C. Typical Section Sheets – The ENGINEER will refine preliminary typical section sheets. Typical Section sheets will include pavement structure and compacted subgrade requirements. Three (3) sheets are estimated.
- D. Reference Tie / Alignment / Project Control Sheet – The ENGINEER will make final revisions to the tie and control sheet. Three (3) sheets are estimated.
- E. Plan Sheets - The ENGINEER will finalize the plan sheets by providing details and notes as necessary for the final design plans. Plan shall be drawn on 22"x34" sheets with a horizontal scale of 1"=20'. These sheets will be formatted to allow converting to ½ size scalable plans on 11"x17" paper. Ten (10) sheets are estimated.
- F. Intersection Geometric Plan - The ENGINEER will prepare warping details and other necessary details to construct the intersection improvements which are not included on the Plan sheets and will be included on a 10-scale plan sheet. It is assumed four (4) sheets will be required.
- G. Culvert Profiles – The ENGINEER will refine preliminary storm sewer profiles based on hydraulic calculations and storm sewer layout. Profiles will be shown on a 10 horizontal/vertical scale, or as appropriate to convey design intent. Three (3) sheets are estimated.
- H. MSE Retaining Wall – The ENGINEER will prepare a retaining wall layout for one (1) mechanically stabilized earth, (MSE) retaining wall. Retaining wall layout will include proposed geometry, beginning and ending station, vertical profile, typical section, and calculated area in square feet. One (1) sheet is estimated.
- I. Traffic Signal Modification - The ENGINEER will prepare the final signal plan and summary of equipment standard sheets required for the upgrading of traffic signal equipment and appurtenances to meet minimum ADA requirements at the intersection of First Capitol Drive and West Clay Street. The signal will be modified to replace vehicle detection, and add advance detection. The signal layout will be shown on a 20-scale sheet. For this work, six (6) sheets are estimated (1 plan sheet, 4 equipment and conduit/wiring summary sheets, and 1 signal phasing sheet).
- J. Erosion Control – The ENGINEER will include typical detail sheets for temporary erosion control installation around areas of new construction. The typical details and temporary erosion control will be shown on 20-scale plan/plan sheets. It is anticipated that six (6) sheets will be required.
- K. Traffic Control Plan Sheets – The ENGINEER will develop traffic control plans sheets for maintaining traffic during construction based on preliminary staging plan. Detailed Construction Sequencing and Traffic Control Plans indicating signage or striping for the entire project limits or plans which indicate required

ATTACHMENT A

SCOPE OF SERVICES

First Capitol Drive and Tompkins Street Roundabout, Shared Use Path
26ENGST002

- phasing and sequencing will be prepared. Twenty (20) sheets are estimated for the traffic control plans.
- L. Temporary Traffic Signal Plans – The ENGINEER will prepare temporary traffic signal plans at the intersection of First Capitol Drive and Tompkins. Temporary signal plans will show posts, spans, signal heads, wiring, controller, and detection for up to four (4) construction phases. It is anticipated that eight (8) sheets will be required.
 - M. Pavement Marking and Signing Plans – The ENGINEER will complete plans for new pavement markings (and signing where applicable). These plans will indicate the proposed sign locations where necessary due to roadway improvements. Signing cross sections or quantity sheets will not be provided. Six (6) plan sheets at 20-scale are estimated.
 - N. Develop Special Detail Sheets – The ENGINEER will develop special sheets for inclusion in the final design plan set. Special detail sheets include any sheets related to curb ramp details, traffic signal details, or any design improvements related to intersection work. Two (2) sheets are estimated.
 - O. Cross Sections - The ENGINEER will refine preliminary cross sections to develop final cross sections through the project construction limits based on a 5 horizontal/vertical scale. Final cross sections will show existing and proposed improvements, existing and proposed right-of-way and easements, cut/fill volume, existing utilities (if provided available information), and proposed utilities. Seventeen (17) sheets are estimated.
 - P. Prepare ENGINEER'S Estimate of Probable Cost – The ENGINEER will update the ENGINEER'S estimate of probable cost based on the final design plans.
 - Q. Job Special Provisions – The ENGINEER will complete all Job Special Provisions as necessary to supplement the CITY'S standard specifications. For this project the standard specifications to be adopted shall be the St. Louis County Department of Transportation Standard Specifications for Highway Construction. The CITY will prepare all other aspects of the Contract Documents and Project Manual.
 - R. Submit 95% Draft Package/Plan Set for Review – The ENGINEER will submit a Draft PS&E package to the CITY. This submittal will include Plan Sheets, JSP's and ENGINEER'S Estimate of Probable Cost in electronic PDF format.
 - S. Utility Coordination – The ENGINEER will submit Final Plans to the individual utility owners. The ENGINEER will review utility conflicts, plans of adjustment, reimbursable expense, and relocation schedule, as necessary. All correspondence between the ENGINEER and utility representative will be copied to the CITY.
 - T. Complete Final Revisions – The ENGINEER will complete revisions to the Draft PS&E in accordance with the review comments received from the final plan review by the CITY.

ATTACHMENT A

SCOPE OF SERVICES

First Capitol Drive and Tompkins Street Roundabout, Shared Use Path
26ENGST002

- U. Submit Revised PS&E – After revising the Draft PS&E, the ENGINEER will resubmit final copies of the PS&E (same deliverables as above) to the CITY and MoDOT.

VII. BIDDING PHASE

The ENGINEER will assist the CITY during the bidding phase by addressing contractor RFI's and providing support documentation for Addenda's.

VIII. CONSTRUCTION ENGINEERING PHASE

The ENGINEER will assist the CITY during the construction phase by addressing contractor RFI's and reviewing material submittals. If necessary, one (1) staff member will be available to attend a pre-construction meeting. This task does not include daily construction inspection or oversight of construction, construction progress or progress meetings, or construction compliance with project plans and specifications.

DRAWINGS AND DOCUMENTS – DELIVERABLES

The ENGINEER shall furnish the following completed drawings and documents:

1. Concept Design Study Technical Memorandum – The ENGINEER shall submit a draft Conceptual Design Study Technical Memorandum in electronic PDF format to the CITY for review and approval. A revised Concept Design Study Technical Memorandum will be submitted as a final document for approval from the CITY. ENGINEER will submit to MoDOT and County Road Board for approval.
2. Submit Preliminary Plans – The ENGINEER will submit an electronic copy (PDF format) of the Preliminary Plans and Estimate to the CITY, MoDOT, and County Road Board for review and approval. The Preliminary Plan submittal will include: Title Sheet, Typical Sections, Reference Tie Sheet, Plan Sheets including proposed drainage, Retaining Wall Layout, Traffic Signal Layout, Staging Plan, and Cross Sections. It is expected that preliminary plan comments will be addressed as part of the Right-of-Way Plan submittal (Task V).
3. Submit Right-of-Way Plans – The ENGINEER will submit an electronic copy in PDF format of the Right-of-Way Plans to the CITY, MoDOT and County Road Board for review and approval. The Right-of-Way Plan submittal will include: Title Sheet, Typical Sections, Coordinate Sheet, and Plan Sheets, and Cross Sections.

ATTACHMENT A

SCOPE OF SERVICES

First Capitol Drive and Tompkins Street Roundabout, Shared Use Path
26ENGST002

4. Submit 95% Draft Package/Plan Set for Review – The ENGINEER will submit a Draft PS&E package to the CITY, MoDOT, and County Road Board. This submittal will include Plan Sheets, JSP's and ENGINEER'S Estimate of Probable Cost in electronic PDF format.

5. Submit Revised PS&E – After revising the Draft PS&E, the ENGINEER will resubmit final copies of the PS&E (same deliverables as above) to the CITY, MoDOT, and County Road Board.

ATTACHMENT B

FEE ESTIMATE

First Capitol Drive, Tompkins Roundabout and Shared Use Path
26ENGST002

I PROJECT MANAGEMENT		Rate	Hours	Cost
	Sr. Professional	\$85.00	90	\$7,650.00
	Professional Engineer	\$68.00	10	\$680.00
	Junior Engineer	\$49.00	10	\$490.00
	Junior Engineer	\$41.00	16	\$656.00
	Administrative Assistant	\$35.00	40	\$1,400.00
II CONCEPTUAL DESIGN STUDY				
	Sr. Professional	\$85.00	26	\$2,210.00
	Professional Engineer	\$68.00	24	\$1,632.00
	Junior Engineer	\$49.00	62	\$3,038.00
	Junior Engineer	\$41.00	44	\$1,804.00
III FIELD DATA COLLECTION				
	Sr. Professional	\$85.00	4	\$340.00
	Professional Engineer	\$68.00	2	\$136.00
	Junior Engineer	\$49.00	8	\$392.00
IV PRELIMINARY DESIGN PHASE				
	Sr. Professional	\$85.00	78	\$6,630.00
	Professional Engineer	\$68.00	116	\$7,888.00
	Professional Engineer	\$57.00	18	\$1,026.00
	Junior Engineer	\$49.00	164	\$8,036.00
	Junior Engineer	\$41.00	370	\$15,170.00
V RIGHT OF WAY DESIGN PHASE				
	Sr. Professional	\$85.00	22	\$1,870.00
	Professional Engineer	\$68.00	78	\$5,304.00
	Professional Engineer	\$57.00	12	\$684.00
	Junior Engineer	\$49.00	80	\$3,920.00
	Junior Engineer	\$41.00	148	\$6,068.00
VI FINAL DESIGN PHASE				
	Sr. Professional	\$85.00	68	\$5,780.00
	Professional Engineer	\$68.00	166	\$11,288.00
	Professional Engineer	\$57.00	12	\$684.00
	Junior Engineer	\$49.00	164	\$8,036.00
	Junior Engineer	\$41.00	472	\$19,352.00
VII BIDDING PHASE				
	Sr. Professional	\$85.00	4	\$340.00
	Professional Engineer	\$68.00	8	\$544.00
	Junior Engineer	\$49.00	2	\$98.00
VIII CONSTRUCTION ENGINEERING PHASE				
	Sr. Professional	\$85.00	8	\$680.00
	Professional Engineer	\$68.00	16	\$1,088.00
	Junior Engineer	\$49.00	2	\$98.00
HR Green LABOR SUBTOTAL			2344 hrs	\$125,012.00
<i>HR Green Payroll Overhead</i>		(Est. at 59.92% X Subtotal)		\$74,907.19
<i>HR Green General and Admin Overhead</i>		(Est. at 123.39% X Subtotal)		\$154,252.31
Total Labor and Overhead				\$354,171.50
<i>HR Green Fixed Fee</i>		(14% x Total Labor & Overhead)		\$49,584.01
HR Green TOTAL LABOR, OVERHEAD, & FIXED FEE				\$403,755.51
Other Direct Costs				
	Mileage			\$239.25
	Copies/Printing			1,200.00
	Subcontractors: EFK Moen			61,897.52
	Subcontractors: SCI			41,296.50
DIRECT COST AND SUBCONSULTANT SUBTOTAL				\$104,633.27
ENGINEERING TOTAL				\$508,388.78

Project Name: **First Capitol Drive and Tompkins Street Intersection Traffic Flow Impr.**
 Location: **City of St. Charles, Missouri**
 Owner: **City of St. Charles, Missouri**
 Date: **April 14, 2026**

Professional Surveying Services	Hours	Cost
Survey Hours	376	\$18,747.28
Total Hours	376	\$18,747.28
	Overhead	140.780% \$26,392.42
	Subtotal	\$45,139.70
	Fixed Fee	14.00% \$6,319.56
	Subtotal	\$51,459.26
	FCCM	0.490% \$91.86
	Subtotal	\$51,551.12
Other Direct Costs		
Mileage: 10 round-trips of 34 miles x 2 vehicles at \$0.73 per mile		\$496.40
Court House Research		\$100.00
Title Commitments: 13 @\$750.00 each		\$9,750.00
	Subtotal	\$10,346.40
	Total	\$61,897.52

EFK•Moen, LLC

City of St. Charles, Missouri
First Capitol Drive and Tompkins Street Intersection Traffic Flow Impr.
26ENGST002

Task Description	Hours						Total Hours	Total Cost
	Surveying Manager	Professional Land Surveyor	Senior Survey Crew Chief	Intermediate Instrument Operator	Survey Technician	Admin./ Clerical		
	\$78.27	\$57.87	\$53.73	\$34.38	\$47.92	\$ 42.93		
Professional Surveying Services								
Property Research					10		10	\$ 479.20
Utility Research/Dig Rite					4		4	\$ 191.68
Establish Horizontal NAD 83 and Vertical Control NAVD 88 w/three point ties (6 points) Running a Bench loop			20	20			40	\$ 1,762.20
Topographic survey First Capitol from W. Clay to 733 lf past Tompkins (~3,486 l.f.), includes ~787 l.f. of W. Clay			50	50			100	\$ 4,405.50
Right-of-Way/Property Survey			32				32	\$ 1,719.36
Resolve Right-of-Way/Property Survey	10	50					60	\$ 3,676.20
Mapping/Drafting					50		50	\$ 2,396.00
Preparation of 13 Temporary Construction Easement and or Permanent Easement-ROW Legal Descriptions.	2				19		21	\$ 1,067.02
Preparation of 13 Temporary Construction Easement and or Permanent Easement-ROW Exhibits.	2				39		41	\$ 2,025.42
Revisions to Exhibits/Descriptions					8		8	\$ 383.36
Additional pickup Topo (Not anticipated)							0	\$ -
QA/QC	4						4	\$ 313.08
General Administration	2					4	6	\$ 328.26
Above Field hours include Drive Time								
Total Hours	20	50	102	70	130	4	376	
Total Cost	\$ 1,565.40	\$ 2,893.50	\$ 5,480.46	\$ 2,406.60	\$ 6,229.60	\$ 171.72		\$18,747.28



SCI ENGINEERING, INC.

EARTH • SCIENCE • SOLUTIONS

GEOTECHNICAL
ENVIRONMENTAL
NATURAL RESOURCES
CULTURAL RESOURCES
CONSTRUCTION SERVICES

April 17, 2026

Dan Shane
HR Green
16020 Swingley Ridge Road, Suite 205
Chesterfield, Missouri 63017

RE: Consulting Services Proposal
First Capitol Improvements
Shared Use Path Bridge (TAP-7302(722))
St. Charles, Missouri
SCI No. 2026-0139.10, .40

Dear Dan Shane:

SCI Engineering, Inc. (SCI) is pleased to provide the following Consulting Services Proposal for the referenced project.

PROJECT DESCRIPTION

Improvements are planned along First Capitol Drive extending from near its intersection with Kingshighway Street to its intersection with West Clay Street, and then along West Clay Street north of the intersection to near the intersection of West Clay Street and Fine Arts Drive, in St. Charles, Missouri. The project is divided into three parts, and this proposal includes only the planned shared use path (SUP) bridge part of the project.

The SUP bridge will be constructed over the First Capitol Drive connecting the Lindenwood University library to public sidewalk along the south side of the First Capitol Drive. The bridge will be a prefabricated structure with single span measuring approximately 90 feet. The approaches to the SUP bridge will either utilize Mechanically Stabilized Earth (MSE) retaining walls and embankments, a series of ramps/switchbacks that would be supported by piers, or a boardwalk system supported by relatively small diameter shafts. All improvements are planned to meet the Americans with Disabilities Act (ADA) requirements. A detailed description of our anticipated services is provided below.

SCOPE OF SERVICES

Geotechnical

The purpose of our geotechnical services will be to explore the subsurface conditions and provide a Foundation Investigation Report for the proposed improvements.

Subsurface Exploration

We will explore the subsurface conditions by drilling four soil test borings (designated as B-201 through B-204) at the suggested locations shown on the *Boring Layout*. Among them, B-202 and B-203 will be drilled near the bridge abutment locations to the top of bedrock which is expected to be dense shale at depths of 80 feet or shallower based on our experience in this area. The borings will be continued beyond refusal by utilizing rock coring techniques to a depth of 10 feet. Borings B-201 and B-204, planned to be utilized for the retaining walls/approaches for the bridge, will be drilled to a depth of 15 feet each, unless auger refusal terminates drilling at shallower depths. The final locations may need to be adjusted depending upon the Right of Way (ROW), access, and utilities. We do not anticipate traffic control will be required for the fieldwork.

SCI personnel will log the borings, direct sampling, and provide on-site coordination during drilling. We will locate the borings in the field using a handheld global positioning system (GPS). However, we respectfully request that the project surveyor locate the boring locations and provide ground surface elevations and stationing at each boring location following drilling. The fieldwork will be performed in accordance with the guidelines stated in the *Missouri Department of Transportation (MoDOT) Engineering Policy Guide (EPG)*.

We will measure the thicknesses of the existing pavement and aggregate base (if present). The borings will then be sampled with split-spoon sampling at 2.5-foot intervals to 10 feet and 5-foot intervals thereafter. Relatively undisturbed Shelby tube samples will be obtained in select locations in lieu of the split-spoon samples. The boreholes will be backfilled with grout following completion of drilling and the pavement will be patched.

Laboratory Testing

Upon completion of the field exploration, the samples will be transported to our laboratory for classification and characterization. We will measure the moisture content of each cohesive sample. Hand penetrometer values, which provide an indication of strength, will be obtained for each apparently intact cohesive sample. Atterberg limits tests will be performed on selected samples to aid in classification and assess the volume change characteristics of the subgrade soils. Natural density tests, and/or unconfined compression tests to provide additional strength information, will be performed on selected Shelby tube samples. Compressive strength testing will be conducted on select portion of recovered rock cores.

Analysis and Report

Our findings and recommendations, along with supporting data and laboratory test results, will be presented in a Foundation Investigation Report for the bridge and retaining walls/approaches in accordance with EPG Section 320.2.

Schedule

We will schedule drilling following receipt of the Notice to Proceed. We are currently scheduling drilling approximately three to four weeks out. Drilling is expected to be complete in two to three working days. We assume that we will be allowed to perform the fieldwork between 9:00 am to 3:00 pm. Preliminary findings will be available within three days after drilling is complete. Issuance of the draft Foundation Investigation Report will be dependent on receipt of the improvement plans but can typically be made within four weeks after drilling.

Cultural Resource Services

The cultural resource services associated with the project will consist of a Phase One Cultural Resource Survey (CRS). SCI understands that the project has not been submitted to the MoDOT for environmental review, and the amount of new ROW, permanent easement, and temporary easement has not yet been determined. Therefore, the scope of work provided in this proposal may need to be modified once the MoDOT environmental review has been completed.

Private undertakings that involve federal permits, licenses, or funding require a CRS by the authority of the National Historic Preservation Act of 1966 (Public Law 89-665, as amended), the Archaeological Historic Preservation Act of 1974 (Executive Order 11593), and Title 36 of the Code of Federal Regulations (Part 60 through 66 and 800, as appropriate). For the purposes of this proposal, SCI assumes that a cultural resources investigation will be requested by MoDOT, acting as the representative for the U.S. Federal Highway Administration (FHWA), which will be the lead federal agency for the project. Our anticipated scope of services is provided below, which is based on previous experience with MoDOT projects of similar scale, as well as conceptual plans provided by the client.

Phase One CRS

The purpose of SCI's CRS will be to identify, to the extent possible, the potential archaeological and historical impacts of the proposed project. This will be accomplished by performing field investigations, laboratory analysis of collected artifacts, reporting, and preparation for curation of artifacts. Details of these activities for the project are presented below.

- SCI will complete a literature review of previous research conducted within or near the project area. This review will document, to the extent possible, known archaeological explorations, sites, and structures in the vicinity of the project area. The review will also document the geomorphological, environmental, and cultural history of the project area as they pertain to the evaluation of cultural resources.
- SCI will conduct all fieldwork according to the professional standards and guidelines set forth within the Secretary of Interior's Standards and Guidelines for Archaeological and Historic Preservation (Federal Register 2004) and will take into account established Missouri State Historic Preservation Office (SHPO) survey guidelines. Field methods will depend upon topography, ground surface visibility, and other factors. Visual inspection is employed in areas with steep slopes, within wetlands or standing water, or where there is evidence of severe erosion, scouring, or non-agricultural ground disturbance. In areas where the ground surface visibility is greater than approximately 25 percent (high visibility), a pedestrian survey will be performed. Pedestrian surveys involve walking transects across the project area at 5-meter intervals examining the surface for evidence of archaeological deposits. In areas where the ground surface visibility is less than about 25 percent (low visibility), a shovel probe survey will be performed. Shovel probe surveys entail the hand-excavation of a small hole to the base of the plowzone and screening of the resultant spoil through ¼-inch hardware cloth. SHPO has mandated that these shovel probes should be no more than 15 meters apart. Shovel probe surveys are therefore more costly as they require additional time and labor. Diagnostic cultural materials greater than 50 years in age will be collected.
- Recent aerial imagery indicates the project area is dominated by roadways and their immediate grassy margins. These areas are unlikely to yield sufficient ground surface visibility for a pedestrian survey. **Therefore, the entire project area will be subject to a shovel test survey.**

- In addition, the survey will likely require photographs, descriptions, and National Register of Historic Places evaluations of any built environment resources (buildings or structures 45 years of age or older, including culverts). SCI will assume a built environment area of potential effects (APE) that is located only in or within 50 feet of any areas of new ROW, permanent easement, or temporary easement. If built environment resources fall within this APE, they will be documented and evaluated for National Register eligibility. Should MoDOT request photographs and evaluations of built environment resources outside of these areas, the additional effort will require a modification of the scope and fee of this proposal.
- No survey method is completely accurate in locating all cultural resources that may exist within any project area. The survey methods outlined above are generally able to locate materials that are not deeply buried. If it becomes apparent that the proposed project will impact deeply buried Holocene-age soils, additional methods may need to be used to locate potentially buried cultural resources.
- Unmarked human burial sites are very difficult to locate because these usually leave no ground surface indication of their presence. As such, the identification of locations of unmarked human burials is beyond the scope of this survey. If human burials are located by this survey or by any subsequent earth-moving activities within the project area, archaeological removal of these remains, if necessary, would be for an additional fee.
- All materials recovered from the field investigation will be washed, sorted, and prepared for curation. The artifacts will then be analyzed to establish the temporal affiliations of each site, and to interpret the activities conducted at each site by prehistoric or historic people. Recovered artifacts will be deposited at a curational facility approved by the SHPO.
- It is estimated that it will take a crew of two archaeological technicians one day to complete the field investigations of the project area. The reports of those investigations will be completed four to six weeks after concluding the fieldwork.
- A written report outlining the results of the survey will be prepared in accordance with state and federal guidelines. SCI can verbally report of the findings of the survey to the client with the client’s understanding that final results will be documented in the written report. A copy of the final report will be submitted to the client upon completion.

FEES

We will provide the consulting services for the project, as detailed above, on a Cost-Plus Fixed Fee (CPFF) basis in accordance with the attached *CPFF Estimates*. Summaries of the total hours and fees are shown in Table 1. Our fees assume that services for all three projects will be authorized simultaneously.

Table 1 – Estimated Hours and Fees Summary

Service	Estimated Hours	Estimated Fee (\$)
Geotechnical Services	124	32,758.64
Cultural Resource Services	84	9,551.10
Total	208	\$42,309.74

Dan Shane
HR Green

5

April 17, 2026
SCI No. 2026-0139

You will be invoiced in accordance with the terms included in this proposal and payment is due upon receipt of the invoice. To facilitate prompt payment, SCI accepts Visa and MasterCard in addition to normal payment methods. If you wish to pay online via check or credit card, please visit <https://sciengineering.com/client-portal/> or click the payment link in our invoice.

CONDITIONS AND CONSIDERATIONS

- Separate correspondence will be issued for each of the itemized tasks. Recommendations for further investigations or remediation, if necessary, will be included with the reports. Please contact us if you have specific dates that our reports are needed.
- The above fee is based on a maximum of 190 feet of soil drilling and 20 feet of rock coring. This proposal does not include the additional costs associated with union restrictions.
- This proposal assumes that site access authorization will be provided by others, including access to the proposed boring locations for a conventional, all terrain mounted drill rig.
- We routinely contact the Missouri One Call (811) system to have the locations of public utilities marked; however, we will not be responsible for any private utilities not brought to our attention prior to drilling. A proposal for a private utility locate can be provided upon request.
- This proposal assumes all borings will be surveyed (including station, offset, and ground surface elevation) by others following completion of drilling.
- In providing services under this Agreement, SCI will endeavor to perform in a manner consistent with that degree of care and skill ordinarily considered as regionally acceptable practice and exercised by members of the same profession currently practicing under similar circumstances. SCI makes no warranty, express or implied, as to its professional services rendered under this Agreement.
- If SCI identifies and recovers artifacts during our Phase One CRS, it will be necessary to document and curate the collected materials. If artifact curation is necessary, a **fixed fee of \$500.00** will be applied for curation services. This fee includes the labor and materials necessary to document and curate the recovered material at an SHPO approved facility. Our fee for curation services will be included on the final project invoice. If no artifacts are recovered during the Phase One CRS, the fee will be waived. If the number of artifacts exceeds what can be curated within one museum box during the Phase One CRS additional curation fees may be necessary.
- SCI's proposed Phase One CRS scope is intended to meet the requirements/guidelines set forth in the SHPO *Guidelines for Phase I Archaeological Surveys and Reports* and conform to the Secretary of the Interior's guidelines for archaeological reporting. Standard Phase One archaeological field methods will be utilized for the investigation. However, should SHPO request additional work beyond the scope described herein, a supplement to the stated fees will be necessary. In addition, other agencies or Native American tribes may request surveys to be completed. Requested surveys by others often require more stringent survey guidelines than those following SHPO guidance. A revised scope may be necessary if a survey is requested by entities other than SHPO.

Dan Shane
HR Green

6

April 17, 2026
SCI No. 2026-0139

- Based on our previous experience, SCI anticipates MoDOT will provide comments on the draft report(s) and may request revisions prior to the final report being submitted. The fee presented in this proposal includes the efforts necessary to address a single round of MoDOT comments on the draft report(s) and implement them as revisions to the final report. Additional comments or modifications that are requested by MoDOT following the initial round of revisions may result in additional fees.
- Additional services on our part should be anticipated following completion of the report. These services might involve more than one meeting to discuss the content and implications of the reports, review of project plans and specifications to assess the application of recommendations provided, or additional field assessments or surveys. Our specific involvement in these phases of the project cannot be estimated at this time. A formal proposal for additional consulting services can be provided should the need arise.

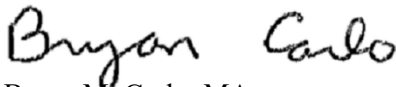
ACCEPTANCE

If the work order outlined herein is acceptable, please provide formal authorization to proceed by completing, signing, and returning the enclosed *Acceptance of Proposal for Professional Services* sheet. This sheet provides important information regarding report distribution and invoicing. Formal authorization is necessary prior to initiation of the activities outlined herein. SCI services will be performed for the signatory of the enclosed form. Written consent must be provided by SCI should anyone other than the client (signatory) wish to excerpt, or rely on, the results of our activities. The enclosed *General Terms and Conditions* will apply to any future services you authorize for this project.

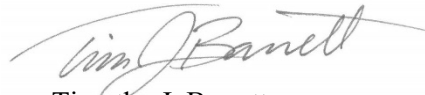
Thank you for the opportunity to submit this proposal. If you have any questions or require further clarification, please do not hesitate to contact us at (636) 949-8200.

Respectfully,

SCI ENGINEERING, INC.



Bryan M. Carlo, MA
Senior Archeologist



Timothy J. Barrett
Geotechnical Services Manager



Scott E. Billings
Natural and Cultural Resources Manager

BMC/TJB/SEB/meh/snp

Enclosures: Boring Layout
CPFF Estimates
Acceptance of Proposal for Professional Services
General Terms and Conditions

C: Kevin Brehm, P.E.; HR Green



SCI ENGINEERING, INC.
 130 Point West Boulevard
 St. Charles, Missouri 63301
 636-949-8200
 www.sciengineering.com

Project Name First Capitol Shared Use Path Bridge (TAP-7302(722))
SCI Project Number 2026-0139.10
Location St. Charles, Missouri

Date Prepared: April 16, 2026

Task Item	Sr. Engineer II	Project Engineer I	Staff Geologist	GIS/CAD	Admin	Subtotal	Direct Costs	Total Cost
G1 - Coordination and Field Exploration	3	5	32	3	0	43	12,132.00	
G2 - Roadway Geotechnical Report	14	41	0	8	6	69		
G3 - Meetings	2	2	0	0	0	4		
G4 - QA/QC	4	0	0	0	0	4		
G5 - Project Administration	4	0	0	0	0	4		
TOTAL HOURS	27	48	32	11	6	124	12,132.00	
Hourly Salary Rate (Average)	73.78	45.78	38.94	49.25	29.74			
Direct Labor	1,992.06	2,197.44	1,246.08	541.75	178.44	6,155.77		
Overhead Rate	192.16%	3,827.94	4,222.60	2,394.47	1,041.03	342.89	11,828.93	
FCCM	0.555%	11.06	12.20	6.92	3.01	0.99	34.16	
Profit	14.50%	843.90	930.91	527.88	229.50	75.59	2,607.78	
Total Labor Cost	\$6,674.96	\$7,363.14	\$4,175.34	\$1,815.29	\$597.91	20,626.64		
TOTAL COST							Total	32,758.64
Average Rate per Classification	2.9216	\$247.22	\$153.40	\$130.48	\$165.03	\$99.65		

Cost per Task	Sr. Engineer II	Project Engineer I	Staff Geologist	GIS/CAD	Admin	Total Labor per Task	Direct Costs	Total Per Task
G1 - Coordination and Field Exploration	741.66	766.99	4,175.34	495.08		6,179.08	12,132.00	18,311.08
G2 - Roadway Geotechnical Report	3,461.09	6,289.35		1,320.21	597.91	11,668.56	0.00	11,668.56
G3 - Meetings	494.44	306.80				801.24	0.00	801.24
G4 - QA/QC	988.88					988.88	0.00	988.88
G5 - Project Administration	988.88					988.88		988.88
						0.00		0.00
TOTALS	6,674.96	7,363.14	4,175.34	1,815.29	597.91	20,626.64	12,132.00	32,758.64



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Project Name **First Capitol Shared Use Path Bridge (TAP-7302(722))**
SCI Project Number **2026-0139.10**
Location **St. Charles, Missouri**

SCI Direct Costs

G1 - Coordination and Field Exploration

	Qty	Rate	Totals
4 Soil Test Borings with Sampling - Midwest Drilling	1	\$ 9,375.00	\$ 9,375.00
Mileage	40	\$ 0.725	\$ 29.00
		Subtotal	\$9,404.00

G1- Laboratory Testing

Visual Classification and Moisture Contents (ASTM D2488/D2216)	50	\$ 15.00	\$ 750.00
Atterberg Limit Tests (ASTM D4318)	4	\$ 92.00	\$ 368.00
Sieve Analysis with Percent Finer than #200 (ASTM D422)	4	\$ 72.00	\$ 288.00
Unconfined Compressive Strength (Qu) Test (Soil - Undisturbed)	6	\$ 125.00	\$ 750.00
Rock Core Descriptions/Photos	2	\$ 90.00	\$ 180.00
Unconfined Compressive Strength (Qu) Test - Rock Core	4	\$ 98.00	\$ 392.00
		Subtotal	\$2,728.00

	Subtotal Direct Costs	\$12,132.00
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Project Name First Capitol Shared Use Path Bridge (TAP-7302(722))
SCI Project Number 2026-0139.40
Location St. Charles, Missouri

Date Prepared: April 16, 2026

Task Item	Senior Scientist II	Senior Archaeologist	Archaeologist III	Archaeologist I	GIS/CAD	Sr. Admin	Subtotal	Direct Costs	Total Cost
Internal and External Meetings		2	2		2	2	8		
MoDOT Coordination		2	2		2	2	8		
Phase I Cultural Resource Survey		4	10	10		2	26	112.50	
Phase I Cultural Resource Report		4	20	4	10	4	42		
							0		
							0		
TOTAL HOURS	0	12	34	14	14	10	84	112.50	
Hourly Salary Rate (Average)	54.60	43.69	29.83	20.81	49.25	29.74			
Direct Labor	0.00	524.28	1,014.22	291.34	689.50	297.40	2,816.74		
Overhead Rate	192.17%	0.00	1,007.51	1,949.03	559.87	1,325.01	571.51	5,412.93	
FCCM	0.555%	0.00	2.91	5.63	1.62	3.83	1.65	15.63	
Profit	14.50%	0.00	222.11	429.67	123.43	292.10	125.99	1,193.30	
Total Labor Cost	\$0.00	\$1,756.81	\$3,398.55	\$976.25	\$2,310.44	\$996.56	9,438.60		
TOTAL COST								Total	9,551.10
Average Rate per Classification	2.9217	\$0.00	\$146.40	\$99.96	\$69.73	\$165.03	\$99.66		

Cost per Task	Senior Scientist II	Senior Archaeologist	Archaeologist III	Archaeologist I	GIS/CAD	Sr. Admin	Total Labor per Task	Direct Costs	Total Per Task
Internal and External Meetings		292.80	199.91		330.06	199.31	1,022.09	0.00	1,022.09
MoDOT Coordination		292.80	199.91		330.06	199.31	1,022.09	0.00	1,022.09
Phase I Cultural Resource Survey		585.60	999.57	697.32		199.31	2,481.81	112.50	2,594.31
Phase I Cultural Resource Report		585.60	1,999.14	278.93	1,650.32	398.62	4,912.62	0.00	4,912.62
0							0.00		0.00
0							0.00		0.00
TOTALS	0.00	1,756.81	3,398.55	976.25	2,310.44	996.56	9,438.60	112.50	9,551.10

Project Name **First Capitol Shared Use Path Bridge (TAP-7302(722))**
SCI Project Number **2026-0139.40**
Location **St. Charles, Missouri**

SCI Direct Costs

Phase I Cultural Resource Survey

	Units	Rate	Totals
Arrow	1	\$ 50.00	\$ 50.00
Mileage	100	\$ 0.625	\$ 62.50
		Subtotal	\$112.50
		Subtotal Direct Costs	\$112.50



SCI ENGINEERING, INC.
130 Point West Boulevard
St. Louis, Missouri 63301
636-949-8200
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ACCEPTANCE OF PROPOSAL FOR PROFESSIONAL SERVICES

Project Name: First Capitol Shared Use Path Bridge (TAP-7302(722)) – Consulting Services

Project Number: SCI No. 2026-0139.10, .40 / TJB, SEB

Date: April 14, 2026

Fee: Hourly/test basis per the Cost-Plus Fixed Fee Estimates

Please provide formal authorization to proceed by completing, signing, and returning this form. The attached terms and conditions will apply to the services outlined in the accompanying proposal.

Accepted By:

Name and Title: _____ Address: _____

Signature: _____ City, State, Zip: _____

Company Name: _____ Telephone: _____

Date: _____ Email: _____

Party responsible for payment: (if different than Accepted By)

Name and Title: _____ Address: _____

Signature: _____ City, State, Zip: _____

Company Name: _____ Telephone: _____

Date: _____ Email: _____

Report Distribution (Note: Additional printed report copies after final submittal will be billed at \$25.00 each)

Company and Contact Name:	Address (Printed) or Email (Electronic):	No. Printed Reports
_____	_____	_____
_____	_____	_____
_____	_____	_____

NOTICE TO OWNER: (FOR SITES IN MISSOURI ONLY)

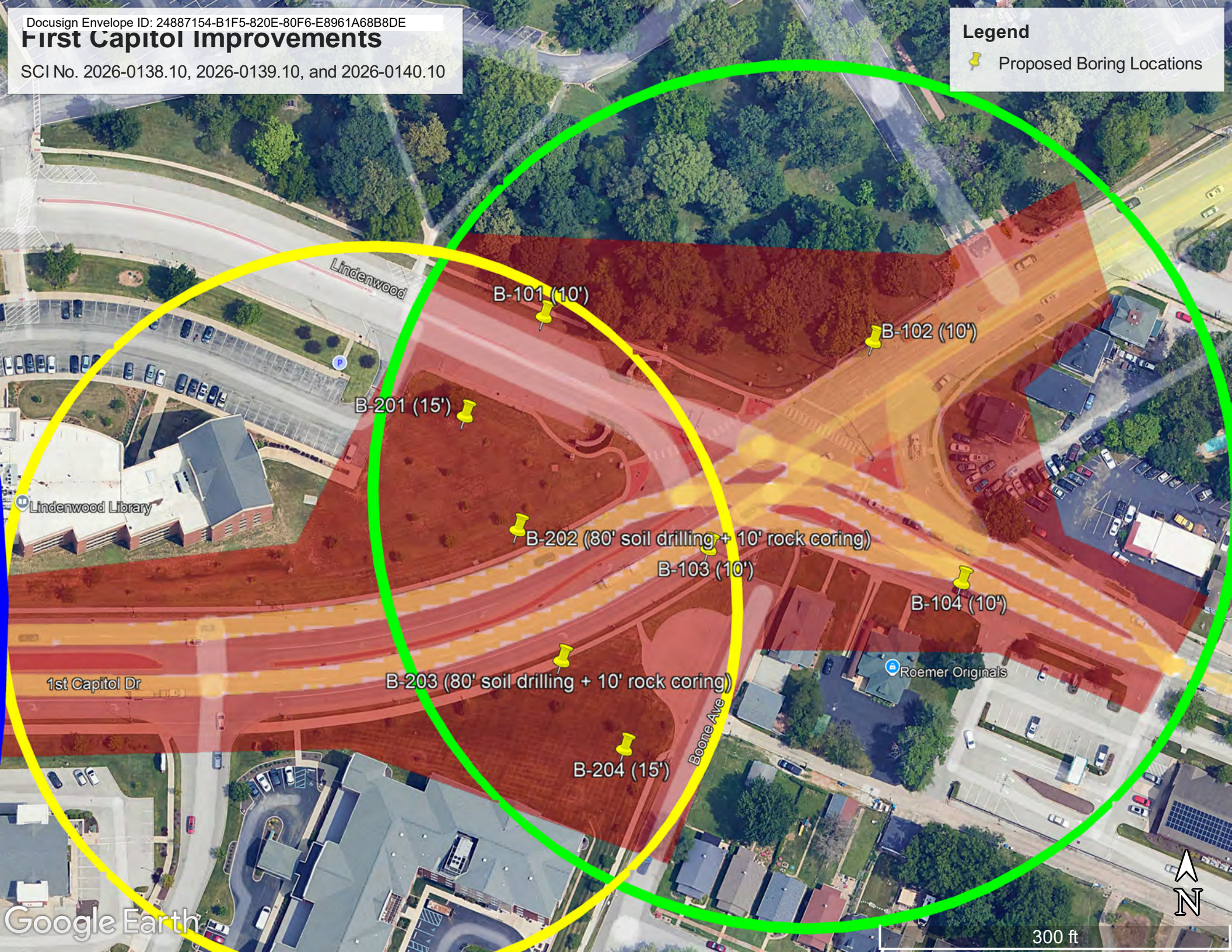
FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC’S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429.RSMo. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR “LIEN WAIVERS” FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOU PAYING FOR LABOR AND MATERIAL TWICE.

First Capitol Improvements

SCI No. 2026-0138.10, 2026-0139.10, and 2026-0140.10

Legend


- Proposed Boring Locations



First Capitol Improvements

SCI No. 2026-0138.10, 2026-0139.10, and 2026-0140.10

Legend

 Proposed Boring Locations





SCI ENGINEERING, INC.
130 Point West Boulevard
St. Charles, Missouri 63301
636-949-8200
www.sciengineering.com

GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE OF AGREEMENT** The terms and conditions of the agreement between the client and SCI ENGINEERING, INC. (hereinafter called SCI) are detailed below and have been established to allocate risks between both. For the purposes of convenience, the client may choose to orally authorize our service, in which case the client agrees that the verbal agreement constitutes formal acceptance of the terms and conditions detailed below. Subsequent to an agreement by both parties to perform the services, modifications to the terms and conditions are prohibited.

2. **SITE ENTRY** You, the Client, will provide for right of entry of SCI or employees of firms working under the direction of SCI, and all necessary equipment, in order to perform the work. Although SCI will exercise reasonable care in performing its services, the Client understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this agreement. The client agrees, to the fullest extent permitted by law, to indemnify and hold harmless SCI and its subconsultants against any damages, liabilities, or costs, arising or allegedly arising from procedures associated with testing or investigative activities to the fullest extent permitted by law. If you desire or require us to restore the site to its former condition, upon written request, we will perform such additional work as is necessary and you agree to pay all costs incurred.

3. **SUBSURFACE STRUCTURES OR UTILITIES** The Client will furnish to SCI information identifying the type and location of utility lines and other man-made objects beneath the site's surface. SCI will take reasonable precautions to avoid damaging these man-made objects. You agree to waive any claim against SCI, and to defend, indemnify and hold SCI harmless from any claim or liability for injury or loss allegedly arising from SCI's damaging underground utilities or other man-made objects that were not called to SCI's attention, or which were not properly located on plans furnished to SCI.

4. **SAMPLES** Soil, rock, water, or other samples obtained from the project site are your property. SCI shall preserve such samples for no longer than thirty (30) calendar days after the issuance of any document that includes the data obtained from them, unless other mutually agreed arrangements are documented.

Concrete test specimens will be discarded after testing. If project specification strengths are met, "hold" cylinders will be discarded at that time.

If in SCI's opinion any of the samples collected may be affected by regulated contaminants, SCI shall package such samples in accordance with applicable law and client shall arrange for lawful disposal procedures. SCI shall not, under this agreement, arrange for or be responsible for the disposal of substances affected by regulated contaminants. Furthermore, unless detailed in a specific work scope, SCI is not responsible for any soil cuttings or produced groundwater generated for the purpose of sample collection that may be affected by regulated contaminants that are left at a job site and were generated for the collection of soil and groundwater samples. SCI will, at the client's request, help the client identify appropriate alternatives for the off-site treatment, storage, or disposal of these materials, for additional fees.

5. **GENERAL LIABILITY AND LIMITATION** SCI agrees to hold you harmless and to indemnify you on account of any liability due to bodily injury or property damage to the extent directly caused by our negligent operational acts, but such hold harmless and indemnity will be limited to that covered by our comprehensive general liability insurance. At your request, SCI will provide certificates evidencing such coverage and will purchase additional limits of liability that you may require as a separate cost item to be borne by you.

You shall not be liable to SCI and SCI shall not be liable to you for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by you or SCI, their employees, agents, or subcontractors. Consequential damages include, but are not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damage that any party may have incurred from any cause of action, including, but not limited to negligence, strict liability, breach of contract, or breach of warranty.

6. **SHARED RISK ALLOCATION** The Client and SCI agree to allocate certain of the risks so that, to the fullest extent permitted by law, SCI's total aggregate liability to the Client is limited to \$50,000.00 for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's and expert witness' fees) arising out of this AGREEMENT from any cause or causes. Such causes include, but are not limited to, SCI's negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability based upon contract, tort, or statute. Higher limits may be available upon request and additional negotiated fee.

Limitations on liability, waivers and indemnities in this Agreement are business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary duty, tort (including negligence), strict or statutory liability, or any other cause of action. You agree that you will not seek damages in excess of the contractually agreed-upon limitation directly or indirectly through suits against other parties who may join the Consultant as third-party defendant. None of the insurance or indemnity obligations under this agreement shall be deemed to be with a waiver of this limitation of liability provision.

7. **INVOICES** You will make all payments in accordance with SCI's invoices, and payment is due upon receipt of invoice. A fee of 1½ percent per month will be payable on any amounts not paid within thirty (30) days, payment thereafter to be applied first to accrued interest and then to your unpaid amount. You agree to pay invoices under these terms and to bear collection fees, court costs, or any other reasonable expense involved in the collection of amounts not paid.

8. **HAZARDOUS MATERIALS; NOTIFICATION OF AND DISCOVERY OF** When hazardous materials are known, assumed, or suspected to exist at a site, SCI is required to take appropriate precautions to protect the health and safety of its personnel, to comply with applicable laws and regulations, and to follow procedures that SCI deems prudent to help minimize physical risks to employees and the public. You warrant that you have provided to SCI all available information about type and location of known and suspected hazardous materials on, under, or adjacent to the project site.

The discovery of unanticipated hazardous or suspected hazardous materials will constitute a changed condition mandating termination of services if SCI and you are unable to renegotiate the scope of service in a timely manner. SCI will notify you as soon as practically possible should SCI encounter unanticipated hazardous or suspected hazardous materials.

The discovery of unanticipated hazardous or suspected hazardous materials may make it necessary for SCI to take measures that in SCI's professional opinion are needed to help preserve and protect the health and safety of SCI's personnel and of the public, and/or to preserve and protect the environment. As a condition precedent to the provision of service for this project, you agree to

compensate SCI for the additional fees and costs associated with any such measures and further agree to defend, indemnify, and hold harmless from any claim or liability for injury or loss arising from SCI's encountering unanticipated hazardous or suspected hazardous materials.

9. CONTAMINATION OF AN AQUIFER

Unavoidable contamination of soil or groundwater may occur during subsurface exploration, as when drilling or sampling tools penetrate a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading contaminants. Because subsurface exploration is an essential aspect of the services that SCI will provide on your behalf, you shall indemnify, defend, and hold SCI harmless from any claim or liability for injury or loss which may arise as a result of contamination allegedly caused by subsurface exploration to the fullest extent permitted by law.

10. SITE SAFETY

With respect to project site safety, SCI shall be responsible only for the on-site activities of its employees and subcontractors, and this responsibility shall not be construed to relieve you or the general contractor from your obligation to maintain a safe project site. Neither the professional activities of SCI, nor the presence of SCI's employees or subcontractors shall be construed to imply that SCI has any responsibility for any methods of work performance, procedures, superintendence, sequencing of operations, or safety in, on, or about the project site other than SCI's and SCI's subconsultants. You agree that the general contractor is responsible for project site safety and warrant that this intent shall be made evident in your agreement with the general contractor.

11. CONSTRUCTION COST ESTIMATES

An opinion of construction cost prepared by SCI represents our judgment as a design professional and is supplied for your general guidance only. Since we have no control over the cost of labor and material, nor over competitive bidding or market conditions, we do not guarantee the accuracy of our opinion as compared to other sources, such as, contractor bids of actual cost to the owner.

12. DEFECTS IN SERVICE

You and your personnel, contractors, and subcontractors shall promptly report to SCI any defects or suspected defects in SCI's work, in order that SCI may take prompt effective measures which in SCI's opinion will minimize the consequences of any such defect.

13. TERMINATION

Any or all services being provided for you by SCI under these General Terms and Conditions or under separate contract may be terminated by either party upon seven (7) days prior written notice. In the event of termination, SCI shall be compensated by you for all services performed up to and including the termination date, including reimbursable expenses.

14. FORCE MAJEURE

Any delays or failure of performance by SCI shall not constitute a default under this Agreement, if such delays or failures of performance are caused by occurrences beyond the reasonable control of SCI. Performance under this Agreement shall resume promptly once the cause or delay or failure ceases and SCI's schedule for performance shall be extended to the extent of such delay. Each party shall take reasonable steps to mitigate the impact of any such delay or failure.

15. ENVIRONMENTAL SITE ASSESSMENT

An Environmental Site Assessment is conducted to render an opinion about the possibility of regulated contaminants being present on, in, or beneath the site specifically at the time services were conducted. Client understands that no matter how thorough an Environmental Site Assessment is, SCI cannot know or state factually that a site is unaffected by reportable quantities of regulated contaminants. Furthermore, even if SCI believes that reportable quantities are not present, the client bears the risk that such contaminants may be present or may migrate to the site after the study is complete. Likewise, the client agrees to hold SCI harmless from any claim or liability for injury or loss arising from the unanticipated discovery of hazardous materials or suspected hazardous materials to the fullest extent permitted by law.

16. FAILURE TO FOLLOW RECOMMENDATIONS

SCI disclaims any and all responsibility and liability for problems that may occur during implementation of SCI's plans, specifications, or recommendations when SCI is not retained to observe such implementation.

17. ALTERATION OF INSTRUMENTS OF SERVICE

Client agrees that designs, plans, specifications, reports, proposals, and similar documents prepared by SCI are instruments of professional service, and as such, they may not under any circumstances be altered by any party except SCI. Client warrants that SCI's instruments of service will be used only and exactly as submitted by SCI. Accordingly, Client shall waive any claim against SCI and shall, to the fullest extent permitted by law, indemnify, defend, and hold SCI harmless of any claim or liability for injury or loss arising from unauthorized alteration of SCI's instruments of service.

18. MOLD DISCLAIMER

The services performed by SCI, unless specifically addressed in our scope of services, are not intended to take into account indoor amplification of mold. SCI's services may comment on depth to groundwater and site drainage, but in no instance is this to be interpreted that we were specifically intending to reduce moisture contents and/or humidity measurements within the structure as they may relate to mold. Client understands our services, unless specifically expressed in our work scope, are in no way intended to address the potential for mold infestation, and, as such, agrees to indemnify and hold SCI harmless from any claim alleging that SCI's services caused or aggravated a mold infestation to the fullest extent permitted by law.

19. OTHER PROVISIONS

You agree that this contract is entered into by the parties for the sole benefit of the parties to the contract, and that nothing in the contract shall be construed to create a right or benefit for any third party.

a. You agree that any and all limitations of SCI's liability and indemnifications by you shall include and extend to those individuals and entities SCI retains for performance of the services under this Agreement, including but not limited to SCI's officers, directors, and employees and their heirs and assigns, and SCI's subconsultants.

b. In an effort to resolve any conflicts that arise during or following completion of the project, you and SCI agree that all disputes between us arising out of or related to this Agreement shall be submitted to non-binding mediation as a condition precedent to institution of any formal legal proceeding, unless the parties mutually agree otherwise in writing.

c. THE PARTIES TO THIS CONTRACT HEREBY AGREE TO SUBMIT ANY SUCH DISPUTE TO THE CIRCUIT COURT OF ST. CHARLES COUNTY, STATE OF MISSOURI.

d. Test borings and test pits are an accepted and informative means of subsurface exploration. However, in the nature of things, they cannot indicate with absolute certainty the nature of the subsurface conditions between and sample locations of the exploration and below the termination of the borings or pits. Therefore, a report based on test borings, test pits, or other exploration method cannot ascertain the nature of the subsurface conditions between and beyond the specific sample locations. If conditions different than are indicated in our report come to your attention after you receive the report, it is recommended that you contact SCI immediately to inform SCI completely of what you have discovered and to authorize further evaluation, if appropriate.

e. Any recommendations provided in any correspondence, reports, plans, etc. from SCI are for the exclusive use of our client and are specific to the project covered by this contract. Recommendations provided by SCI are not meant to supersede more stringent requirements of local ordinances.

f. You may not assign this agreement to any other person or entity without the prior written consent of SCI. Any transfer of fifty percent or more of your equity interest or voting interest shall be deemed to be an assignment for this purpose.

g. SCI will perform all services under this agreement using the standard of care ordinarily used by firms performing such services in the locale where the services are being rendered. However, many factors influence the results from those services. As such, SCI expressly disclaims any warranty or guaranty as to the accuracy of such results. SCI's performance shall be solely judged against the foregoing standard of care.

Important Information about This

Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected*. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation*

is an offer to better manage your risk. Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk “Catch-22” situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report’s recommendations when another firm performs the services needed to evaluate the recommendations’ adequacy.* The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project’s geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project **is not** a mold prevention consultant; **none of the services being offered have been designed or proposed for the purpose of mold prevention.**

Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members’ misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by having your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members’ plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled “limitations,” many of these provisions indicate where geotechnical engineers’ responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal’s provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Rely on Your Geotechnical Engineer for Additional Assistance

Membership in the Geoprofessional Business Association (GBA) exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with a GBA-member geotechnical engineer for more information. Confirm a firm’s membership in GBA by contacting GBA directly or at its website.



8811 Colesville Road/Suite G106, Silver Spring, MD 20910
Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@geoprofessional.org www.geoprofessional.org

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Signatures: 6

Envelope Originator:

Certificate Pages: 3

Initials: 5

Grace Capritta

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Saint Charles, MO, MO 63301

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

grace.capritta@stcharlescitymo.gov

IP Address: 35.130.51.195

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grace.capritta@stcharlescitymo.gov

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6/17/2026 3:10:30 PM

Holder: Willie Hantack

William.Hantack@stcharlescitymo.gov

Location: DocuSign

Status: Original

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Holder: Grace Capritta

grace.capritta@stcharlescitymo.gov

Location: DocuSign

Signer Events

Dan Mann

daniel.mann@stcharlescitymo.gov

Director of Engineering

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

Signature

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Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Willie Hantack

William.Hantack@stcharlescitymo.gov

Audit & Accounting Manager

City of Saint Charles, MO

Signing Group: Senior Financial Analysts

Security Level: Email, Account Authentication (None)

DS

Signature Adoption: Uploaded Signature Image

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Signed: 6/17/2026 12:23:47 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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Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Mary Ann Ohms

maryann.ohms@stcharlescitymo.gov

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

DS

Signature Adoption: Pre-selected Style

Using IP Address: 35.130.51.195

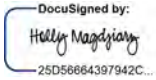
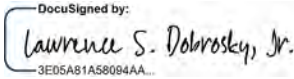
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Electronic Record and Signature Disclosure:

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Signer Events	Signature	Timestamp
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<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</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>Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195</p>	<p>Sent: 6/17/2026 3:12:05 PM Viewed: 6/17/2026 3:12:48 PM Signed: 6/17/2026 3:13:00 PM</p>
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<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>Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195</p>	<p>Sent: 6/17/2026 3:13:04 PM Viewed: 6/17/2026 6:07:58 PM Signed: 6/17/2026 6:08:14 PM</p>
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Emily B. Galantowicz emily.galantowicz@stcharlescitymo.gov Assistant City Clerk City of Saint Charles, MO Security Level: Email, Account Authentication (None)</p>		<p>Sent: 6/17/2026 6:08:16 PM Viewed: 6/18/2026 8:42:40 AM</p>
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</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>Kim 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>		
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Certified Delivery Events	Status	Timestamp
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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		
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Grace Capritta grace.capritta@stcharlescitymo.gov Engineering Administrative Associate City of Saint Charles, MO Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/17/2026 3:10:30 PM
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Envelope Updated	Security Checked	6/17/2026 3:11:23 PM

Payment Events	Status	Timestamps
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Contract # _____
(City Clerk will Assign)

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

Requesting Department:	Finance	Department Contact:	Jennifer O'Connor
Vendor Name & NWS#:	Arthur J Gallagher Risk Management Services Inc #450		
Description/Purpose:	Authorizing binding coverage for City's Property Insurance coverage3 for the term 7/1/2026-6/30/2027		
Account #:	601-199-199-752101		
Project #:	N/A		
Amount of this Routing:	\$ 796,000.00	Requisition #:	N/A
Contract Type:	New Contract	N/A	Coop#:
Contract Term:	7/1/2026--6/30/2027	Renewal Options:	
If Renewal or Amendment: C#	Amendment #	Renewal #	
Original Contract Value:	\$	Total of Previous Amendments:	\$
Total Contract Value:	\$ 796,000.00		

DS
WJG

Certifications: to be completed by Originating Department Director

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

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

Printed Name: Jennifer O'Connor	Signature: <small>DocuSigned by:</small> Jennifer O'Connor	6/10/2026
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ROUTING	Signature/Date
Purchasing Review (Compliant with Chapter 145 and City Terms)	<small>Signed by:</small> Paul Feldmann 6/11/2026
Department of Law (for Legality only)	<small>Signed by:</small> Bryan Wise 6/11/2026
Director of Finance (Funds Available)	<small>DocuSigned by:</small> Jennifer O'Connor 6/10/2026
Director of Administration (Recommend Approval)	<small>DocuSigned by:</small> Lawrence S. Dobrosky, Jr. 6/11/2026
City Council Approval on Consent Agenda	
Mayor (Signature Indicating Approval)	
City Clerk (Signature, Seal and Contract # Assigned)	

Legal has reviewed form of agreement: DS
MLO



RCA FORM (OFFICE USE ONLY)

Bill # _____

MEETING/DATE: 06/23/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

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

Description:

AUTHORIZING BINDING COVERAGE WITH ARTHUR J GALLAGHER RISK MANAGEMENT SERVICES, INC. TO PLACE PROPERTY INSURANCE COVER FOR THE CITY NOT TO EXCEED \$796,000.00 FOR THE TIME PERIOD JULY 1, 2026 - JUNE 30, 2027.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

The attached insurance program is proposed for the policy period beginning 7/1/2026.

All coverage will be bound by, and payable to, Arthur J. Gallagher Risk Management Services, Inc.

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

Fiscal Impact: 796,000.00 **Requisition #:** N/A

Account #: 601-199-199-752101

Project #: N/A

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

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 7/1/2026, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	Coverage/Carrier
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Property & Equipment Breakdown Liberty Mutual Insurance Company
<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject	Terrorism & Sabotage Underwriters at Lloyd's London

Additional Recommended Coverages

Gallagher recommends that you purchase the following additional coverages for which you have exposure. By checking the box(es) below, you are requesting that Gallagher provide you with a Proposal for this coverage. By not requesting a Proposal for this coverage, you assume the risk of any uncovered loss.

Other Coverages to Consider

- Cyber Liability
- Flood

The above coverage(s) does not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those listed in the Additional Recommended Coverages, please list below:

Coverage Amendments and Notes:

Exposures and Values

You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct

City of St. Charles



and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed \$20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

By: Daniel J. Borgmeyer, Mayor

Print Name (Specify Title)

City of Saint Charles, MO

Company

Signature

Date: _____

Attest:

City Clerk



Certificate Of Completion

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Envelope Originator:

Certificate Pages: 3

Initials: 5

Willie Hantack

AutoNav: Enabled

200 N Second St

Envelopeld Stamping: Enabled

Saint Charles, MO, MO 63301

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

William.Hantack@stcharlescitymo.gov

IP Address: 35.130.51.195

Record Tracking

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Holder: Willie Hantack

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Signer Events

Signature

Timestamp

Jennifer O'Connor

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Jennifer O'Connor
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jennifer.oconnor@stcharlescitymo.gov

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Director of Finance

Signed: 6/10/2026 1:11:36 PM

City of Saint Charles, MO

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:

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Willie Hantack

DS
Willie Hantack

Sent: 6/10/2026 1:11:38 PM

William.Hantack@stcharlescitymo.gov

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Audit & Accounting Manager

Signed: 6/10/2026 4:16:48 PM

City of Saint Charles, MO

Signature Adoption: Uploaded Signature Image

Signing Group: Senior Financial Analysts

Using IP Address: 35.130.51.195

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Paul Feldmann

Signed by:

Paul Feldmann
CA2B397B73142A...

Sent: 6/10/2026 4:16:50 PM

paul.feldmann@stcharlescitymo.gov

Viewed: 6/11/2026 9:22:09 AM

Purchasing Manager

Signed: 6/11/2026 9:22:41 AM

City of Saint Charles, MO

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)

Using IP Address: 35.130.51.195

Electronic Record and Signature Disclosure:

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Mary Ann Ohms

DS
Mary Ann Ohms

Sent: 6/11/2026 9:22:44 AM

maryann.ohms@stcharlescitymo.gov

Viewed: 6/11/2026 9:37:10 AM

City of Saint Charles, MO

Signed: 6/11/2026 9:39:05 AM

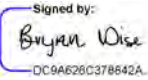
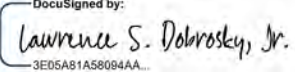
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Signature Adoption: Pre-selected Style

Using IP Address: 35.130.51.195

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

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>Signed by: Bryan Wise DC9A626C378642A...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195</p>	<p>Sent: 6/11/2026 9:39:06 AM Viewed: 6/11/2026 1:10:43 PM Signed: 6/11/2026 1:11:00 PM</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>DocuSigned by: Lawrence S. Dobrosky, Jr. 3E05A81A58084AA...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195</p>	<p>Sent: 6/11/2026 1:11:03 PM Viewed: 6/11/2026 1:24:55 PM Signed: 6/11/2026 1:25:15 PM</p>
<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: 6/11/2026 1:25:17 PM Viewed: 6/12/2026 11:17:40 AM</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>Kim 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>		

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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
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Carla Bray
carla.bray@stcharlescitymo.gov
Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:
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Amy Milstead
amy.milstead@stcharlescitymo.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	6/10/2026 12:26:18 PM
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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:	Tourism	<input type="checkbox"/>	Department Contact:	Leigh Anne Carnes
Name of Grant:	Missouri Division of Tourism FY27 Cooperative Marketing Program			
Grant Amount:	\$ 280,000			
New or Renewal:	New (Annual)			
Amount Budgeted in Previous Year:	\$280,000			
Description/Purpose:	This is an annual Matching Marketing Agreement with the Missouri Division of Tourism. This year's award amount is \$280,000 which is matched by the Tourism Budget for Destination Marketing purposes - Mayor's Signature.			
Account/s #:	218-380-801-754099			
Project #:	26TOURM010 & 27TOURM009			

DS
7K


Certifications: to be completed by Originating Department Director

Does this grant require matching funds?	Yes	<input type="checkbox"/>
Does this grant involve supplemental appropriation of funds formulaic grant revenues?	No	<input type="checkbox"/>
All obligations of both parties are included in the contract:	Yes	<input type="checkbox"/>
All required forms are current and attached:	Yes	<input type="checkbox"/>

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

Signature: <small>DocuSigned by:</small>  <small>0473EB324F1B48D...</small>	Printed Name: Elizabeth Phelps	Date: 6/15/2026
---	--	---------------------------

ROUTING	Initials	Date
Purchasing Review (Compliant with Chapter 145 and City Terms)	<small>Initial</small> PF	6/15/2026
Department of Law (for Legality only)	<small>Initial</small> BVO	6/16/2026
Director of Finance (Funds Available)	<small>DS</small> JP	6/16/2026
Director of Administration (Recommend Approval)	<small>DS</small> (SD)	6/16/2026
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 # _____

MEETING/DATE: 06/23/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

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

Description:

Missouri Division of Tourism FY27 Cooperative Marketing Program Agreement

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

This is an annual Matching Marketing Agreement with the Missouri Division of Tourism. This year's award amount is \$280,000 which is matched by the Tourism Budget for Destination Marketing purposes of the City's Tourism Marketing Budget.

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

Fiscal Impact: 560,000.00 Select One _____

Account #: 218-380-801-754099

Project #: 26TOURM010 & 27TOURM009

RCA prepared by: LAC Dept. Dir. ^{DS}EP Finance Dir. ^{DS}MA Dir. of Admin. ^{DS}SDJ



June 15, 2026

Elizabeth Phelps
Greater St. Charles Convention and Visitors Bureau
200 North 2nd Street
Saint Charles, Missouri 63301

Dear Elizabeth:

Welcome back and congratulations!

We are pleased to announce that the Greater St. Charles Convention and Visitors Bureau will participate in the FY27 Cooperative Marketing Program. State funds in the amount of \$280,000 have been reserved for the reimbursement of qualified expenses for "FY 2027 Market Matching Grant Application" as outlined in the approved application. Attached you will find a copy of contract number 27-052-20-093020. Please refer to the assigned contract number in all related communications. Also, review all materials carefully, including the Terms and Conditions of this contract found on pages four and five of this letter.

To accept this award, please follow these instructions:

1. Print out the *Notice of Award*, which is page three of this letter.
2. Secure the signatures and date of signatures for both the project director and the President/CEO of the DMO. If it is not possible to secure both signatures on one copy, you may collect the signatures on two separate copies
3. Scan and upload a copy of the signed *Notice of Award* to your Submittable account. You may do this by opening your application submission and uploading through the Messages tab.
4. After the Division of Tourism (MDT) Director signs the contract, you will receive a finalized copy via Submittable.

Some important things to note:

- **All awards are contingent on MDT funding. Award amounts may change at anytime.**
- **It is important that this process be completed by July 1, 2026. If we do not receive a signed "Notice of Award" we will assume that you are declining the funding.**
- **You may not begin incurring costs for this project until July 1, 2026. This is also the contract's effective date.**

Conveniently located on the Program tab of <https://Industry.VisitMO.com/>, you will find information on a variety of relevant topics developed to assist you as you complete your FY27 Cooperative Marketing Program project. It is important that the most current versions of the Guidelines and the appropriate forms be used.



Participants are expected to complete all activities as outlined in the timeline presented with the application. It is important to keep the Cooperative Marketing staff informed of any delays to the approved project and changes must be approved in advance. Also, please notify the appropriate MDT staff of any changes in your organization including project director, address, email address, etc., so that your organization receives all important program information promptly.

The Division of Tourism values our cooperative partnerships. We wish you every success with your project and want to assist you in every way we can. You will be contacted via phone and email from time to time throughout the year with important information and reminders relating to your project. Please feel free to contact us with any questions or concerns.

Cindy Thompson, Cooperative Marketing Coordinator:

573-526-1551 or Cindy.Thompson@ded.mo.gov

Leslie Hoey, Cooperative Marketing Manager:

573-751-1910 or Leslie.Hoey@ded.mo.gov

Sincerely,

Leslie Hoey
Cooperative Marketing Manager



NOTICE OF AWARD

State Of Missouri
 Division Of Tourism
 Cooperative Marketing Program
 PO Box 1055, Jefferson City, MO 65102

CONTRACT NUMBER 27-052-20-093020	CONTRACT TYPE Marketing Matching Grant
PROJECT NAME Saint Charles CVB MMG FY27	CONTRACT PERIOD July 1, 2026 through June 30, 2027
CONTRACTOR/DMO NAME Greater St. Charles Convention and Visitors Bureau	VENDOR NUMBER 46-6003120 08
ADDRESS 200 North 2nd Street Saint Charles, MO 63301	AMOUNT APPROVED \$280,000.00

ACCEPTED BY THE DIVISION OF TOURISM AS FOLLOWS:

The proposal submitted is accepted in accordance with the following additions, amendments and/or revisions:

- Terms and Conditions (attached)
- Required outcome measurement:
 - 1. Project Assessment Report form**
 - 2. Tax Revenue Comparison Report**
- Award amount is contingent on MDT funding levels and may be reduced unilaterally by the Division of Tourism due to the unavailability of funds or reduced appropriation authority, including but not limited to withholdings made pursuant to Mo. Const. Art. IV §27.

DIRECTOR OF THE DIVISION OF TOURISM	DATE
<i>Signature</i> Stephen Foutes	

ACCEPTANCE OF AWARD

This Award Agreement may be executed in one or more counterparts, each of which is an original and all of which constitute the Award Agreement.

As representatives for the above mentioned DMO, we hereby accept the award of the Cooperative Marketing Grant, matching funds for implementation of the project/contract described herein.

IN WITNESS WHEREOF, the parties hereto have executed this Award Agreement effective as of the date last set forth below.

CEO, Daniel Borgmeyer <i>Signature</i>	DATE
PROJECT DIRECTOR, Elizabeth Phelps <i>Signature</i> <small>DocuSigned by: Elizabeth Phelps</small>	DATE 6/15/2026

Attest: _____
 City Clerk

STATE OF MISSOURI
DIVISION OF TOURISM, COOPERATIVE MARKETING PROGRAMS
TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS, REGULATIONS AND GUIDELINES

- The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and program guidelines related to the performance of the contract to the extent that the same may be applicable.
- To the extent that a provision of the contract is contrary to the guidelines of the Cooperative Marketing programs, the provision shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
- The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.
- In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).
- In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status.

2. COMPLETION OF CONTRACTED SERVICES

- The contractor understands and agrees that the marketing activities approved in the application or subsequently approved revision must be completed as described within the application and that all activities must comply with all provisions of the program requirements as listed in the most current Program & Reports Guides.
- The contractor shall not transfer any interest in the contract, whether by assignment or otherwise.

3. APPROVAL AND ACCEPTANCE

- Advertising and marketing activities must take place within the time frame stated in the contract or approved revision.
- No creative execution received by the agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect and approve said materials, artwork, and/or creative design.
- All marketing and advertising creative that does not comply with the specifications and/or requirements or that is otherwise unacceptable may be rejected. In addition, creative execution that is discovered to be of poor quality or does not conform to reasonable standards upon inspection may be rejected.
- Artwork for ads placed with funding from the Marketing Matching Grant program must receive approval from MDT prior to placement each program year.

4. QUARTERLY REPORTING AND REIMBURSEMENT OF APPROVED EXPENSES

- Reimbursement for all approved services shall be made in arrears as a part of a Quarterly Project Update/Reimbursement Request form submitted each fiscal quarter with all required documentation as stated in the most current Grant Program & Reports Guide and must utilize official, current program forms or database.
- At least 50% of the cost of each invoice must be paid by the contractor before an invoice may be submitted for reimbursement.
- The State of Missouri assumes no obligation for activities beyond those specifically outlined in the application. Any unauthorized activity is subject to the state's rejection and shall be denied reimbursement.

5. OUTCOME MEASUREMENT

The contractor agrees and understands that measurement of the marketing project outcome is required as outlined in the most current Program & Reports Guide, that the required documents must be submitted in a timely manner, and that failure to do so will be considered a breach of contract.

6. CONFLICT OF INTEREST

Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.

7. WARRANTY

The contractor expressly warrants that all services provided shall: (1) conform to the specifications, drawings, samples or other descriptions which were furnished to the agency, (2) are fit and sufficient for the purpose intended, (3) be of good creative quality, and (4) meet the terms of performance as described in the FY2027 Program & Reports Guide. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said products and services.

8. REMEDIES AND RIGHTS

- No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

9. CANCELLATION OF CONTRACT

- In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed in a timeframe determined by the state agency.
- If the contractor fails to cure the breach or if circumstances demand immediate action, the state agency will issue a notice of cancellation terminating the contract immediately and /or suspending or revoking the DMO's certification.
- If the state cancels the contract for breach, the state reserves the right to obtain the services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate.
- The contractor understands and agrees that funds required to reimburse the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.
- The funding for this project/application may be reduced unilaterally by the Division of Tourism due to the unavailability of funds or reduced appropriation authority, including but not limited to withholdings made pursuant to Mo. Const. Art. IV §27.

10. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

Certificate Of Completion

Envelope Id: ADDBD381-0D74-8302-83D8-C41802F0EFC1

Status: Sent

Subject: Complete with Docusign: Purple Grant Routing - Missouri Div. of Tourism FY27 - Award Acceptance

Source Envelope:

Document Pages: 7

Signatures: 2

Envelope Originator:

Certificate Pages: 3

Initials: 9

Leigh Anne Carnes

AutoNav: Enabled

200 N Second St

Envelopeld Stamping: Enabled

Saint Charles, MO, MO 63301

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

lcarnes@discoverstcharles.com

IP Address: 35.130.51.195

Record Tracking

Status: Original

Holder: Leigh Anne Carnes

Location: DocuSign

6/15/2026 3:27:56 PM

lcarnes@discoverstcharles.com

Signer Events

Signature

Timestamp

Elizabeth Phelps

ephelps@discoverstcharles.com

Tourism Assistant Director

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

DocuSigned by:

0473EB324F1D48D...

Signature Adoption: Pre-selected Style

Using IP Address: 146.75.192.74

Signed using mobile

Sent: 6/15/2026 4:45:29 PM

Viewed: 6/15/2026 4:50:36 PM

Signed: 6/15/2026 4:50:52 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)

Signature Adoption: Pre-selected Style

Using IP Address: 35.130.51.195

Sent: 6/15/2026 4:50:54 PM

Viewed: 6/15/2026 4:54:42 PM

Signed: 6/15/2026 4:58:05 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Paul Feldmann

paul.feldmann@stcharlescitymo.gov

Purchasing Manager

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 35.130.51.195

Sent: 6/15/2026 4:58:06 PM

Viewed: 6/15/2026 5:00:10 PM

Signed: 6/15/2026 5:00:23 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Mary Ann Ohms

maryann.ohms@stcharlescitymo.gov

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 35.130.51.195




Sent: 6/15/2026 5:00:25 PM

Viewed: 6/15/2026 5:03:20 PM

Signed: 6/15/2026 5:03:50 PM

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: 6/15/2026 5:03:51 PM Viewed: 6/16/2026 8:29:56 AM Signed: 6/16/2026 8:31:55 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: 172.59.170.116 Signed using mobile</p>	<p>Sent: 6/16/2026 8:31:57 AM Viewed: 6/16/2026 8:51:49 AM Signed: 6/16/2026 8:52:01 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: 6/16/2026 8:52:04 AM Viewed: 6/16/2026 9:34:40 AM Signed: 6/16/2026 9:34:59 AM</p>
<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: 6/16/2026 9:35:01 AM Viewed: 6/17/2026 9:06:39 AM</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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Carla Bray
carla.bray@stcharlescitymo.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent: 6/16/2026 8:52:03 AM
Viewed: 6/16/2026 8:52:39 AM

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

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	6/15/2026 4:45:29 PM
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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: June 3, 2026

Subject: Monies collected and deposited in May 2026

Remarks:

The Municipal Division collected and deposited a total of **\$98,643.24** during the month of May 2026.

The Municipal Division disbursed a grand total of **\$83,801.25** to the City of Saint Charles.

MISSOURI JUDICIARY
ST. CHARLES CITY MUNICIPAL
CIRCUIT COURT DISBURSEMENT LISTING
SUMMARY REPORT

FROM 01-May-2026 TO 01-Jun-2026

ST CHARLES CITY MUNICIPAL
Account Number : 709992758

PAYMENT DESCRIPTION	CODE	AMOUNT	COUNT
Total Checks Issued			
Restitution	5034	2,538.67	(9)
Due To Debt Collection	5074	4,180.67	(25)
Clerk Fee-Municipal	6002	2,565.68	(1)
Court Automation	6008	3,576.42	(1)
CVC Surcharge State	6016	3,642.81	(1)
CVC Surcharge Muni	6018	79.12	(1)
Law Enf Arrest-Local	6020	1,919.61	(1)
LET-County	6022	1,025.43	(1)
POST-State	6024	510.96	(1)
Dom Viol - Muni	6032	2,045.53	(1)
Fine-Muni Ordin Other	6040	33,913.57	(1)
Inmate Security Fund	6056	1,026.00	(1)
Due To Debt Collection	6074	408.77	(3)
Clerk Fee-E/R	6102	3,565.30	(1)
CVC Surcharge-E/R	6118	109.91	(1)
Fines-E/R	6141	31,841.06	(1)
Overpayment-E/R	6168	4.76	(1)
Overpayments Detail Code	7506	200.59	(8)
Recipient Pay Detail Code	7508	673.00	(5)
Bond Forfeit-E/R	9201	3,400.00	(1)
Bonds Forfeited	9202	2,300.00	(1)
Bonds Refunded	9204	7,819.10	(69) -
Total Checks Voided			
Checks Without APDC Code		0.00	(20)
Restitution	5034	-673.00	(7)
Overpayments Detail Code	7506	-211.62	(10)
Bonds Refunded	9204	-5,708.58	(53) +
Net Cash Out		100,753.76	(225)

Total = 98,643.24 End of month Disbursements

Confidential - For Court Use Only
Information Displayed Per User Security Authorization

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: May 1, 2026 - Jun 1, 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	152	8,164	2,195
B. Cases (citations/informations) filed	12	328	55
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	7	330	37
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)	0	143	0
6. dismissed by court	0	26	1
7. <i>nolle prosequi</i>	1	30	7
8. certified for jury trial (not heard in Municipal Division)	0	0	0
9. TOTAL CASE DISPOSITIONS	8	529	45
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]	156	7,963	2,205
E. Trial de Novo and/or appeal applications filed	0	0	0

<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>		<u>IV. PARKING TICKETS</u>	
1. # Issued during reporting period	465	1. # Issued during period	0
2. # Served/withdrawn during reporting period	473	<input type="checkbox"/> Court staff does not process parking tickets	
3. # Outstanding at end of reporting period	7,840		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: St. Charles City Municipal	Reporting Period: May 1, 2026 - Jun 1, 2026
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V. DISBURSEMENTS

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	\$31,841.06	Court Automation	\$3,576.42
Clerk Fee - Excess Revenue	\$3,565.30	Due To Debt Collection	\$4,589.44
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$109.91	Law Enf Arrest-Local	\$1,919.61
		Overpayment-E/R	\$4.76
Bond forfeitures (paid to city) - Excess Revenue	\$3,400.00	Overpayments Detail Code	(\$11.03)
Total Excess Revenue	\$38,916.27	Total Other Disbursements	\$10,079.20
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	
			\$98,643.24
Fines - Other	\$33,913.57	Bond Refunds	\$2,110.52
Clerk Fee - Other	\$2,565.68	Total Disbursements	\$100,753.76
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$510.96		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$3,642.81		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$79.12		
Law Enforcement Training (LET) Fund surcharge	\$1,025.43		
Domestic Violence Shelter surcharge	\$2,045.53		
Inmate Prisoner Detainee Security Fund surcharge	\$1,026.00		
Restitution	\$1,865.67		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$2,300.00		
Total Other Revenue	\$48,974.77		

RCA FORM (OFFICE USE ONLY)

Bill # N/A

MEETING/DATE: 6/23/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 2

Sponsor(s): N/A

Description:

Findings of Fact and Conclusions of Law to support the Council's decision for the appeal from HLPARB's Case No. SP-2026-8 related to the application for demolition or removal of the structures located at 201 South 7th St.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

On June 2, 2026, the City Council of the City of St. Charles, Missouri, by a vote of eight (8) "yeas," and zero (0) "nays," voted to find that the structures at 201 South 7th Street are not historically significant; to reverse the decision of the Historic Landmark Preservation and Architectural Review Board ("HLPARB") in Case No. SP-2026-8; and to approve the Applicant's Application for a Certificate of Demolition, accordingly. Under Section 400.1310 (B) of the Ordinances of the City of St. Charles, Missouri, the HLPARB decision shall only be reversed by the majority vote of the entire Council, and the Council may issue findings of fact to support its decision.

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

Fiscal Impact: _____ **Select One** _____

Account #: _____

Project #: _____

RCA prepared by: Legal Dept. Dir. Hamm Finance Dir. gao Dir. of Admin. J

**BEFORE THE ST. CHARLES CITY COUNCIL
ST. CHARLES, MISSOURI**

Appeal of Historic Landmarks Preservation and Architectural Review Board)
Decision Regarding a Certificate of Demolition to Demolish Existing) SP-2026-8
Structures at 201 South 7th Street.)
Owner: Immanuel Lutheran Church & School)
Applicant: Carl Drafall)

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

On June 2, 2026, the City Council of the City of St. Charles, Missouri, by a vote of eight (8) “yeas,” and zero (0) “nays,” voted to find that the structures at 201 South 7th Street are not historically significant; to reverse the decision of the Historic Landmark Preservation and Architectural Review Board (“HLPARB”) in Case No. SP-2026-8; and to approve the Applicant’s Application for a Certificate of Demolition, accordingly.

Under Section 400.1310.B of the Ordinances of the City of Saint Charles, Missouri (“OCSC”), The HLPARB decision shall only be reversed by the majority vote of the entire Council. The Council may issue findings of fact to support its decision.

At its June 2, 2026 meeting, the City Council held an appeal hearing for Case No. SP-2026-8, wherein the City Council heard and considered presentations made by City staff and the Appellant as well as public comments made by interested persons. At that hearing, the City Council further received into the Record the following Exhibits:

- Exhibit 1 - Code of Ordinances of City of St. Charles
- Exhibit 2 - Comprehensive Master Plan of City of St. Charles, “2026: Guiding STC” (on file in Clerk’s Office)
- Exhibit 3 - Applicant’s Application for Certificate of Appropriateness (COA)
- Exhibit 4 - Community Development Department Staff Report
- Exhibit 5 - Transcript of the April 20, 2026 HLPARB Hearing
- Exhibit 6 - Community Development Department Notice of the HLPARB decision dated April 21, 2026
- Exhibit 7 - Notices of Appeal filed with the City Clerk on April 29, 2026
- Exhibit 8 - Supplement to the Notice of Appeal from Immanuel Lutheran Church and School
- Exhibit 9 - Letter from Timothy R. Huff, Counsel for Immanuel Lutheran Church and School dated May 21, 2026, but sent and received on May 26, 2026

The June 2, 2026 appeal hearing and the Exhibits received therein shall constitute the record upon which the City Council relies for the purposes of making these findings.

Having been duly advised in the premises, the City Council hereby makes its Findings of Fact and Conclusions of Law.

**APPLICABLE PROVISIONS OF THE ORDINANCES
OF THE CITY OF SAINT CHARLES**

1. At all times relevant to this decision, the City of St. Charles has had in effect the Zoning Code for the City of St. Charles, Missouri, codified as Chapter 400 of the Ordinances of the City of St. Charles, Missouri (“OCSC”). The City of St. Charles is a constitutional charter city.

2. Articles I and IX of Chapter 125 and Article XIV of Chapter 400 establish the Historic Landmarks Preservation and Architectural Review Board (“HLPARB” or “Landmarks”) as a City Board and set forth its power and duties; processes for, *inter alia*, certificates of appropriateness for demolition or review; and the process for appeals of those decisions. §§ 400.1180 – 400.1310, OCSC.¹

3. The process for consideration of a Certificate of Demolition for the removal of a historic landmark or any structure within a historic district is provided in Section 400.1280, which states in pertinent part:

* * *

F. Standards For Review. In considering an application for a certificate of demolition or removal, the HLPARB shall be guided by the following criteria as general standards in determining if the structure is historically significant, in addition to any design guidelines in the ordinance designating the landmark or historic district:

1. Its character, interest or value as part of the development, heritage or cultural characteristics of the community, County, State or country;
2. Its location as a site of a significant local, County, State or national event;
3. Its identification with a person or persons who significantly contributed to the development of the community, County, State or country;
4. Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction or use of indigenous material;
5. Its identification as the work of a master builder, designer, architect or landscape architect whose individual work has influenced the development of the community, County, State or country;
6. Its embodiment of elements of design, detailing, materials or craftsmanship which renders it architecturally significant;
7. Its embodiment of design elements that make it structurally or architecturally innovative;
8. Its unique location or singular physical characteristics that make it an established or familiar visual feature of the neighborhood, community or City;

¹ Unless otherwise specified, all citations herein are to the Ordinances of the City of St. Charles, Missouri (“OCSC”).

9. Its character as a particularly fine or unique example of a utilitarian structure, including, but not limited to, farmhouses; accessory buildings such as summer kitchens, smokehouses or barns; schools; churches; public buildings; institutional offices; or other commercial structures with a high level of integrity or architectural significance; and/or
10. The fact that it has yielded, or may be likely to yield, information important in history.

* * *

I. In considering an application for a certificate of demolition or removal, if the HLPARB finds that the structure is not historically significant, then the HLPARB shall issue a certificate of demolition or removal....

§ 400.1280 OCSC.

4. A decision of the HLPARB may be appealed to the City Council as provided by Section 400.1310 OCSC.

FINDINGS OF FACT

5. Appellant properly and timely appealed the decision of the HLPARB. (Exhibit 7)

6. The Council finds credible the Staff's information and conclusions set forth in the Staff Report provided to the Landmarks Board (Exhibit 4), which shall be incorporated herein by reference.

7. Having considered each of the required criteria and information listed in Section 400.1280.F, the Council finds that the existing structures at 201 S. 7th Street do not meet any of the ten criteria to be considered historically significant in accordance with the Staff Report and is not historically significant for the reasons stated therein. (Exhibit 4)

CONCLUSION OF LAW

8. Finding that the structures located at 201 S. 7th Street are not historically significant, the City Council of the City of St. Charles, Missouri, further finds that it has the authority to reverse the decision of the Historic Landmark Preservation and Architectural Review Board in Case No. SP-2026-8 and to approve the Applicant's Application for Certificate of Demolition.

9. Accordingly, on June 2, 2026, by a vote of eight (8) "yeas," and zero (0) "nays," the City Council voted to find that the structures at 201 South 7th Street are not historically significant; to reverse the decision of the Historic Landmark Preservation and Architectural Review Board in Case No. SP-2026-8; and to approve the Applicant's Application for Certificate of Demolition.

DECISION AND ORDER

On this 23rd day of June, 2026, pursuant to Section 400.1310.B, the St. Charles City Council hereby:

1. Determines that the structures located at 201 S. 7th Street are not historically significant; and
2. Reverses the decision of the Historic Landmarks Preservation and Architectural Review Board in Case Number SP-2026-8; and
3. Approves the Applicant's Application for a Certificate of Demolition to demolish the structures located at 201 S. 7th Street; and
4. Directs the City Clerk to send a copy of these Findings of Fact to the Applicant via e-mail and certified mail and to the Department of Community Development via e-mail.

Date Passed

Mark Hollander, Presiding Officer

Attest:

Kimberly Hudson, City Clerk

Certificate of Service

The undersigned certifies that on this ___ day of June, 2026, she mailed a certified copy of these Findings of Fact and Conclusions of Law to Carl Drafall at 11777 Gravois Road, St. Louis, MO 63127 and sent a copy via e-mail to cdrafall@stcharlescitymo.gov and john.boyer@stcharlescitymo.gov.

Kimberly Hudson, City Clerk

RCA FORM (OFFICE USE ONLY)

Bill # N/A

MEETING/DATE: 6/23/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 2

Sponsor(s): N/A

Description:

Findings of Fact and Conclusions of Law to support the Council's decision for the appeal from HLPARB's Case No. SP-2026-13 related to the application for demolition or removal of the structure located at 700 First Capitol Drive.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

On June 2, 2026, the City Council of the City of St. Charles, Missouri, by a vote of eight (8) "yeas," and zero (0) "nays," voted to find that the structure at 700 First Capitol Drive is not historically significant; to reverse the decision of the Historic Landmark Preservation and Architectural Review Board ("HLPARB") in Case No. SP-2026-13; and to approve the Applicant's Application for a Certificate of Demolition, accordingly. Under Section 400.1310 (B) of the Ordinances of the City of St. Charles, Missouri, the HLPARB decision shall only be reversed by the majority vote of the entire Council, and the Council may issue findings of fact to support its decision.

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

Fiscal Impact: _____ **Select One** _____

Account #: _____

Project #: _____

RCA prepared by: Legal Dept. Dir. Helm Finance Dir. Qao Dir. of Admin. W

**BEFORE THE ST. CHARLES CITY COUNCIL
ST. CHARLES, MISSOURI**

Appeal of Historic Landmarks Preservation and Architectural Review)
Board Decision Regarding a Certificate of Demolition to Demolish the)
Existing Structure at 700 First Capitol Drive.) SP-2026-13
Owner: Immanuel Lutheran Church & School)
Applicant: Carl Drafall)

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

On June 2, 2026, the City Council of the City of St. Charles, Missouri, by a vote of eight (8) “yeas,” and zero (0) “nays,” voted to find that the structure at 700 First Capitol Drive is not historically significant; to reverse the decision of the Historic Landmark Preservation and Architectural Review Board (“HLPARB”) in Case No. SP-2026-13; and to approve the Applicant’s Application for a Certificate of Demolition, accordingly.

Under Section 400.1310.B of the Ordinances of the City of Saint Charles, Missouri (“OCSC”), The HLPARB decision shall only be reversed by the majority vote of the entire Council. The Council may issue findings of fact to support its decision.

At its June 2, 2026 meeting, the City Council held an appeal hearing for Case No. SP-2026-13, wherein the City Council heard and considered presentations made by City staff and the Appellant as well as public comments made by interested persons. At that hearing, the City Council further received into the Record the following Exhibits:

- Exhibit 1 - Code of Ordinances of City of St. Charles
- Exhibit 2 - Comprehensive Master Plan of City of St. Charles, “2026: Guiding STC” (on file in Clerk’s Office)
- Exhibit 3 - Applicant’s Application for Certificate of Appropriateness (COA)
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- Exhibit 9 - Letter from Timothy R. Huff, Counsel for Immanuel Lutheran Church and School dated May 21, 2026, but sent and received on May 26, 2026

The June 2, 2026 appeal hearing and the Exhibits received therein shall constitute the record upon which the City Council relies for the purposes of making these findings.

Having been duly advised in the premises, the City Council hereby makes its Findings of Fact and Conclusions of Law.

**APPLICABLE PROVISIONS OF THE ORDINANCES
OF THE CITY OF SAINT CHARLES**

1. At all times relevant to this decision, the City of St. Charles has had in effect the Zoning Code for the City of St. Charles, Missouri, codified as Chapter 400 of the Ordinances of the City of St. Charles, Missouri (“OCSC”). The City of St. Charles is a constitutional charter city.

2. Articles I and IX of Chapter 125 and Article XIV of Chapter 400 establish the Historic Landmarks Preservation and Architectural Review Board (“HLPARB” or “Landmarks”) as a City Board and set forth its power and duties; processes for, *inter alia*, certificates of appropriateness for demolition or review; and the process for appeals of those decisions. §§ 400.1180 – 400.1310, OCSC.¹

3. The process for consideration of a Certificate of Demolition for the removal of a historic landmark or any structure within a historic district is provided in Section 400.1280, which states in pertinent part:

* * *

F. Standards For Review. In considering an application for a certificate of demolition or removal, the HLPARB shall be guided by the following criteria as general standards in determining if the structure is historically significant, in addition to any design guidelines in the ordinance designating the landmark or historic district:

1. Its character, interest or value as part of the development, heritage or cultural characteristics of the community, County, State or country;
2. Its location as a site of a significant local, County, State or national event;
3. Its identification with a person or persons who significantly contributed to the development of the community, County, State or country;
4. Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction or use of indigenous material;
5. Its identification as the work of a master builder, designer, architect or landscape architect whose individual work has influenced the development of the community, County, State or country;
6. Its embodiment of elements of design, detailing, materials or craftsmanship which renders it architecturally significant;
7. Its embodiment of design elements that make it structurally or architecturally innovative;
8. Its unique location or singular physical characteristics that make it an established or familiar visual feature of the neighborhood, community or City;

¹ Unless otherwise specified, all citations herein are to the Ordinances of the City of St. Charles, Missouri (“OCSC”).

9. Its character as a particularly fine or unique example of a utilitarian structure, including, but not limited to, farmhouses; accessory buildings such as summer kitchens, smokehouses or barns; schools; churches; public buildings; institutional offices; or other commercial structure with a high level of integrity or architectural significance; and/or
10. The fact that it has yielded, or may be likely to yield, information important in history.

* * *

I. In considering an application for a certificate of demolition or removal, if the HLPARB finds that the structure is not historically significant, then the HLPARB shall issue a certificate of demolition or removal....

§ 400.1280 OCSC.

4. A decision of the HLPARB may be appealed to the City Council as provided by Section 400.1310 OCSC.

FINDINGS OF FACT

5. Appellant properly and timely appealed the decision of the HLPARB. (Exhibit 7)

6. The Council finds credible the Staff's information and conclusions set forth in the Staff Report provided to the Landmarks Board (Exhibit 4), which shall be incorporated herein by reference.

7. Having considered each of the required criteria and information listed in Section 400.1280.F, the Council finds that the existing structure at 700 First Capitol Drive meets only one of the ten criteria to be considered historically significant in accordance with the Staff Report and is not historically significant for the reasons stated therein. (Exhibit 4)

CONCLUSION OF LAW

8. Finding that the structure located at 700 First Capitol Drive is not historically significant, the City Council of the City of St. Charles, Missouri, further finds that it has the authority to reverse the decision of the Historic Landmark Preservation and Architectural Review Board in Case No. SP-2026-13 and to approve the Applicant's Application for Certificate of Demolition.

9. Accordingly, on June 2, 2026, by a vote of eight (8) "yeas," and zero (0) "nays," the City Council voted to find that the structure at 700 First Capitol Drive is not historically significant; to reverse the decision of the Historic Landmark Preservation and Architectural Review Board in Case No. SP-2026-13; and to approve the Applicant's Application for Certificate of Demolition.

DECISION AND ORDER

On this 23rd day of June, 2026, pursuant to Section 400.1310.B, the St. Charles City Council hereby:

1. Determines that the structure located at 700 First Capitol Drive is not historically significant; and
2. Reverses the decision of the Historic Landmarks Preservation and Architectural Review Board in Case Number SP-2026-13; and
3. Approves the Applicant's Application for a Certificate of Demolition to demolish the structure located at 700 First Capitol Drive; and
4. Directs the City Clerk to send a copy of these Findings of Fact to the Applicant via e-mail and certified mail and to the Department of Community Development via e-mail.

Date Passed

Mark Hollander, Presiding Officer

Attest:

Kimberly Hudson, City Clerk

Certificate of Service

The undersigned certifies that on this ___ day of June, 2026, she mailed a certified copy of these Findings of Fact and Conclusions of Law to Carl Drafall at 11777 Gravois Road, St. Louis, MO 63127 and sent a copy via e-mail to cdrafall@stcharlescitymo.gov and john.boyer@stcharlescitymo.gov.

Kimberly Hudson, City Clerk

RCA FORM (OFFICE USE ONLY)

Bill # N/A

MEETING/DATE: 6/23/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 2

Sponsor(s): N/A

Description:

Findings of Fact and Conclusions of Law to support the Council's decision for the appeal from HLPARB's Case No. SP-2026-14 related to the application for demolition or removal of the structure located at 708 First Capitol Drive.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

On June 2, 2026, the City Council of the City of St. Charles, Missouri, by a vote of eight (8) "yeas," and zero (0) "nays," voted to find that the structure at 708 First Capitol Drive is not historically significant; to reverse the decision of the Historic Landmark Preservation and Architectural Review Board ("HLPARB") in Case No. SP-2026-14; and to approve the Applicant's Application for a Certificate of Demolition, accordingly. Under Section 400.1310(B) of the Ordinances of the City of St. Charles, Missouri, the HLPARB decision shall only be reversed by the majority vote of the entire Council, and the Council may issue findings of fact to support its decision.

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Fiscal Impact: _____ **Select One** _____

Account #: _____

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RCA prepared by: Legal Dept. Dir. Hamm Finance Dir. Qao Dir. of Admin. R

**BEFORE THE ST. CHARLES CITY COUNCIL
ST. CHARLES, MISSOURI**

Appeal of Historic Landmarks Preservation and Architectural Review)
Board Decision Regarding a Certificate of Demolition to Demolish the)
Existing Structure at 708 First Capitol Drive.) SP-2026-14
Owner: Immanuel Lutheran Church & School)
Applicant: Carl Drafall)

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

On June 2, 2026, the City Council of the City of St. Charles, Missouri, by a vote of eight (8) “yeas,” and zero (0) “nays,” voted to find that the structure at 708 First Capitol Drive is not historically significant; to reverse the decision of the Historic Landmark Preservation and Architectural Review Board (“HLPARB”) in Case No. SP-2026-14; and to approve the Applicant’s Application for a Certificate of Demolition, accordingly.

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2. Its location as a site of a significant local, County, State or national event;
3. Its identification with a person or persons who significantly contributed to the development of the community, County, State or country;
4. Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction or use of indigenous material;
5. Its identification as the work of a master builder, designer, architect or landscape architect whose individual work has influenced the development of the community, County, State or country;
6. Its embodiment of elements of design, detailing, materials or craftsmanship which renders it architecturally significant;
7. Its embodiment of design elements that make it structurally or architecturally innovative;
8. Its unique location or singular physical characteristics that make it an established or familiar visual feature of the neighborhood, community or City;

¹ Unless otherwise specified, all citations herein are to the Ordinances of the City of St. Charles, Missouri (“OCSC”).

9. Its character as a particularly fine or unique example of a utilitarian structure, including, but not limited to, farmhouses; accessory buildings such as summer kitchens, smokehouses or barns; schools; churches; public buildings; institutional offices; or other commercial structure with a high level of integrity or architectural significance; and/or
10. The fact that it has yielded, or may be likely to yield, information important in history.

* * *

I. In considering an application for a certificate of demolition or removal, if the HLPARB finds that the structure is not historically significant, then the HLPARB shall issue a certificate of demolition or removal....

§ 400.1280 OCSC.

4. A decision of the HLPARB may be appealed to the City Council as provided by Section 400.1310 OCSC.

FINDINGS OF FACT

5. Appellant properly and timely appealed the decision of the HLPARB. (Exhibit 7)

6. The Council finds credible the Staff's information and conclusions set forth in the Staff Report provided to the Landmarks Board (Exhibit 4), which shall be incorporated herein by reference.

7. Having considered each of the required criteria and information listed in Section 400.1280.F, the Council finds that the existing structure at 708 First Capitol Drive meets only one of the ten criteria to be considered historically significant in accordance with the Staff Report and is not historically significant for the reasons stated therein. (Exhibit 4)

CONCLUSION OF LAW

8. Finding that the structure located at 708 First Capitol Drive is not historically significant, the City Council of the City of St. Charles, Missouri, further finds that it has the authority to reverse the decision of the Historic Landmark Preservation and Architectural Review Board in Case No. SP-2026-14 and to approve the Applicant's Application for Certificate of Demolition.

9. Accordingly, on June 2, 2026, by a vote of eight (8) "yeas," and zero (0) "nays," the City Council voted to find that the structure at 708 First Capitol Drive is not historically significant; to reverse the decision of the Historic Landmark Preservation and Architectural Review Board in Case No. SP-2026-14; and to approve the Applicant's Application for Certificate of Demolition.

DECISION AND ORDER

On this 23rd day of June, 2026, pursuant to Section 400.1310.B, the St. Charles City Council hereby:

1. Determines that the structure located at 708 First Capitol Drive is not historically significant; and
2. Reverses the decision of the Historic Landmarks Preservation and Architectural Review Board in Case Number SP-2026-14; and
3. Approves the Applicant's Application for a Certificate of Demolition to demolish the structure located at 708 First Capitol Drive; and
4. Directs the City Clerk to send a copy of these Findings of Fact to the Applicant via e-mail and certified mail and to the Department of Community Development via e-mail.

Date Passed

Mark Hollander, Presiding Officer

Attest:

Kimberly Hudson, City Clerk

Certificate of Service

The undersigned certifies that on this ___ day of June, 2026, she mailed a certified copy of these Findings of Fact and Conclusions of Law to Carl Drafall at 11777 Gravois Road, St. Louis, MO 63127 and sent a copy via e-mail to cdrafall@stcharlescitymo.gov and john.boyer@stcharlescitymo.gov.

Kimberly Hudson, City Clerk

RCA FORM (OFFICE USE ONLY)

Bill # 14090

MEETING/DATE: 6/2/2026
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-2026-09. (Scott Runde – SWT Design) An application to establish the zoning for a 97.38 acre tract of land located at 2451 Hwy B, to the City of St. Charles "A" Agricultural District. The subject property is located in Ward 8.

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

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

Summary:

This request is to establish zoning for a previously annexed parcel located at 2451 Hwy B for a future City of St. Charles park, Legacy Farms Park. In 2021, approximately 195 acres were annexed into the City of St. Charles in coordination with the Orchard Farm School District. At that time, 96.9 acres were zoned R-1C Single-Family Residential for the school site; however, the remaining property was never formally zoned. This application would establish zoning for the remaining 97.38-acre tract to the City of St. Charles "A" Agricultural District to allow for development and implementation of the proposed park use.

The Planning and Zoning Commission considered this item at their May 11, 2026 meeting where the applicant addressed the Commission. There were no public speakers during this application. The Commission forwarded a recommendation for approval to the City Council (8 in favor, 0 opposed).

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. AK Finance Dir. Jao Dir. of Admin. TP



AGENDA ITEMS #8 & 9

**STAFF REPORT
ZONING NO. Z-2026-09
SITE PLAN NO. SP-2026-06
2451 HIGHWAY B**

LEGACY FARMS PARK

**MAY 11, 2026
BY MADELYN P. BROWN**

APPLICANT: SWT Design
7722 Big Bend Boulevard
St. Louis, MO 63119

OWNER: City of Saint Charles
200 N 2nd Street
St. Charles, MO 63301

ADDRESS/LOCATION: 2451 Highway B
Ward 8

LOT SIZE: 97.38 Acre Tract (overall)

PROPOSED ZONING: “A” Agricultural District

SURROUNDING ZONING:

Direction	Zoning	Use
North	County A	Agricultural
South	PD-R	Residential
East	County I2	Residential
West	R-1C	School

REQUEST

The applicant has submitted two (2) applications for a new City of St. Charles Park (Legacy Farms Park), located at 2451 Highway B.

1. An application to establish the zoning for a 97.38 acre tract of land, to the City of St. Charles “A” Agricultural District.
2. Site plan application for Phase 1 of a new City of St. Charles Park, Legacy Farms Park.

This report will address/analyze both applications. The subject property is located in Ward 8, on the north side of Highway B.



Figure 1: Aerial view of subject property.

ESTABLISHMENT OF ZONING ANALYSIS

The City has received an application to establish an “A” Agricultural District Zoning for the property at 2451 Highway B.

Background

In 2021, approximately 195 acres were annexed into the City of St. Charles through Ordinance 21-047, in coordination with the Orchard Farm School District, with the understanding that zoning and site plan approvals would follow. In March and April 2021, zoning establishment and site plan approval took place (Z-2021-01 and SP-2021-11) for only 96.9 acres of the property, which was zoned to R-1C Single-Family Residential for the school site.

In August 2022, Ordinance 22-110 approved a Record Plat dividing the site into two lots (school and park). While the plat shows the entire property (about 195 acres) as zoned, staff research indicates that only the school was formally zoned, and no Establishment of Zoning was completed for the remaining approximately 97.38 acre City-owned park tract, despite the plat labeling the full site as R-1C. As a result, an establishment of zoning application is required at this time for the subject parcel.

Analysis

The subject parcel is surrounded by a mix of residential and agricultural zoning/uses. While the properties in the immediate surrounding area are almost entirely residential, the greater surrounding area to the north remains agricultural. Additionally, this parcel functions as a transitional buffer between city-zoned residential subdivisions and county agricultural parcels. This area of northern St. Charles City has historically consisted of agricultural uses/zoning. That being said, the City-zoned “A” District is appropriate for the subject parcel, as it reinforces this established pattern and provides separation between these two areas.

“A” Agricultural Land Uses

Despite this approval being specific to the park use, all uses of the “A” Agricultural zoning district would be applicable at this location if this rezoning were to be approved. The uses specific to the “A” district are listed in the chart, below (proposed land use is highlighted for convenience).

Permitted Uses	Accessory Uses	Conditional Uses	Conditional Uses, Cont.
Agricultural Activities	Construction Office	Airports/Landing Fields	Exposition Center
Educational Facilities	Dwelling Unit for Guests	Archery Range	Golf Courses
Greenhouse	Fertilizer Storage	Cemetery	Hospital/Congregate Care
Parks	Garage, private	Temporary Circus/Carnival/Zoo	Livestock Auction
Reservoirs	Garden House	Day Camp/Campgrounds	Racetrack
Single-Family Dwellings	Grain Storage	Day Care Facilities	Radio Television Tower
Wildlife Reservations	Home Occupations	Dog Kennels	Recreational Uses
Telecommunication Antenna	Marinas/Boat Docks	Educational Institutions	Sports Arenas/Stadiums
	Boat Trailer/Camper/Boat Storage	Excavation	Asphalt/Concrete Batching (no more than two years)
		Exposition Center	Warming/Cooling Centers
		Golf Courses	

Table 1: “A” Agricultural District uses (highlighted is the intended land use)

Based on a review of the permitted and conditional land uses within the “A” district, as well as the zoning designations of the surrounding area, the proposed rezoning is considered appropriate. The proposed “A” zoning designation represents a lower-intensity classification and as a whole, would not introduce uses that are incompatible with the existing character of the area. Any uses of greater intensity would require the approval of a conditional use permit. This additional review would allow the City and residents to evaluate the use on a case-by-case basis to determine the appropriateness. Specific conditions may be placed on a conditional use approval to guarantee the

use will operate in conformance with the general 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 # 19 (North City). This Activity Center is intended to support a mix of residential and agricultural uses. Additionally, the implementation of the park is aligned with the Northern Growth area goals. After review, The Department of Community Development finds that the proposed rezoning is consistent with the adopted Comprehensive Plan.

SITE PLAN ANALYSIS

In addition to the above request, the applicant is proposing to develop a City Park on the overall 97.38 acre tract of land. This will be the first phase of the park development over multiple years.

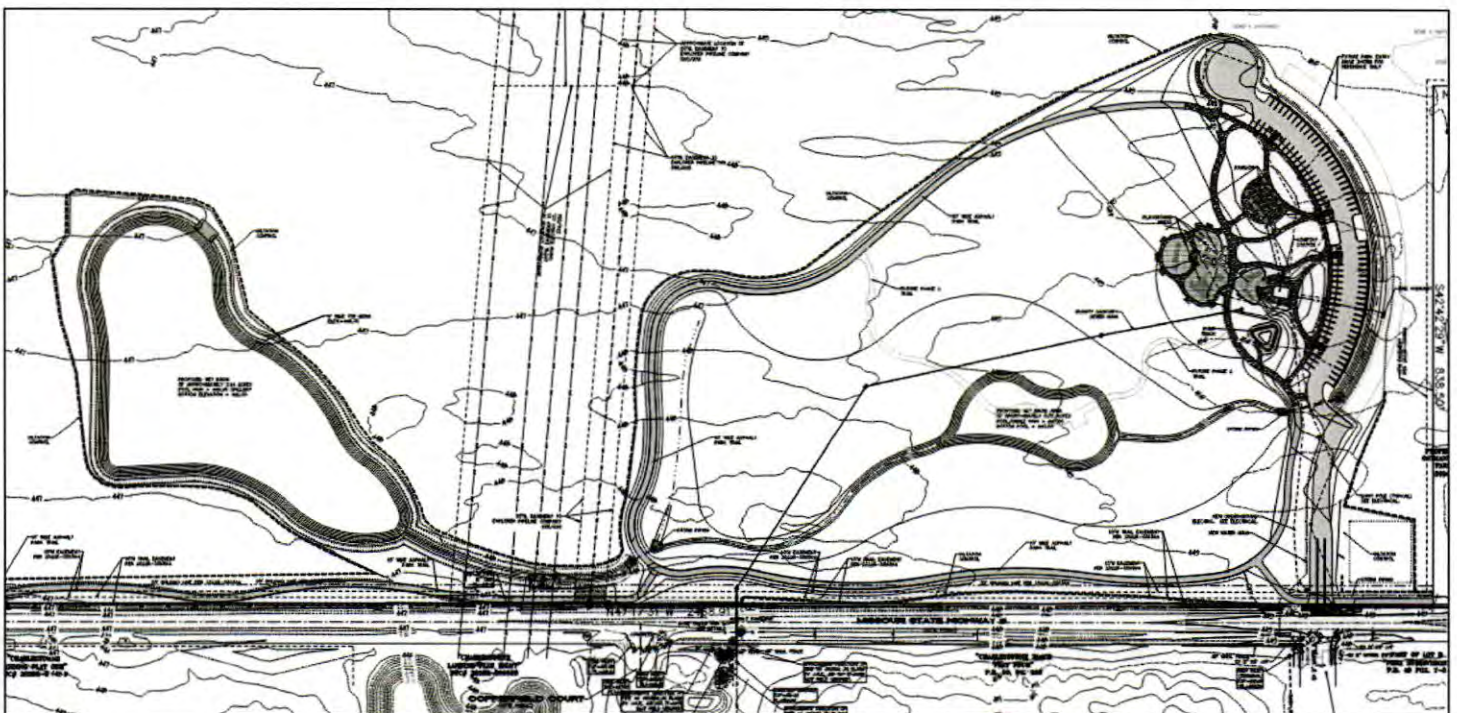


Figure 2: Submitted site plan.

Site Overview

Phase One includes development of 25.39 acres of the overall tract, located at the southern portion of the parcel. The submitted site plan includes a parking area at the entrance of the site. Adjacent to the parking area, to the west, several amenities are present. These amenities include a playground area, pavilion, pump track, and comfort station.

A ten (10) foot wide asphalt trail has two (2) points of access from the northern and southern end of the parking lot. Two (2) additional access points are available from the Highway B frontage, at the entrance to the park and from a connection point from an existing sidewalk at the western side of the lot. The trail will stretch the entire length of the southern portion of the parcel. Additionally, two (2) wet basin areas are proposed within the trail areas for water mitigation.

Buildings/Elevations

In addition to the playground equipment, two structures are proposed for Phase One: a pavilion and comfort station. The comfort station is approximately 516 square feet and is to be comprised of CMU block and metal paneling with a seam metal roof. The structure will include three family restrooms and a storage space. With the overhang, the pavilion is to cover an approximately 2,581 square foot area. It will consist of metal framing and a seam metal roof.

While these structures do not include masonry materials, staff finds the structures to be good design and consistent with park use. The Planning and Zoning Commission may further discuss the appropriateness of the materials.



Figure 3: Comfort station elevation.



Figure 4: Comfort station elevation.

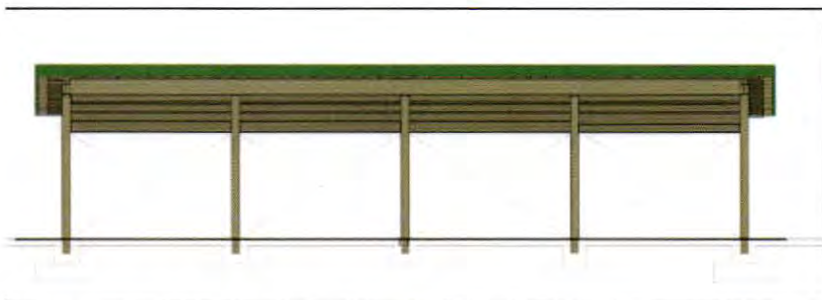


Figure 5: Pavilion elevation.

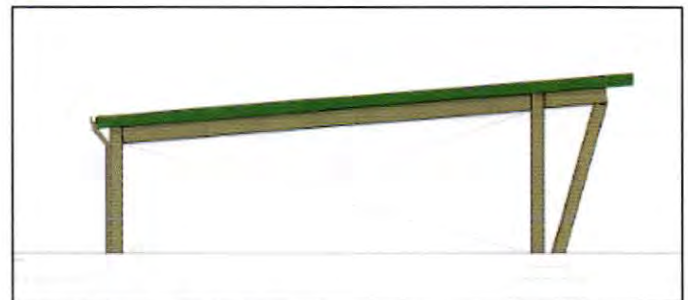


Figure 6: Pavilion elevation.

Transportation (access) & Parking

As part of the proposal, the submitted site plan has one (1) access point. This access point is located at the southeastern perimeter of the site, from Highway B. The applicant has received review and approval from MODOT for the new access point.

Based on Engineering review, a traffic impact study is not required for this development. It is the opinion of the Engineering Department and Planning Staff that adequate traffic measures have been provided. No additional concerns have been documented.

As discussed above, a parking lot area has been provided and compliant with the City parking standards. The proposed plan includes 84 standard spaces with an additional 8 accessible spaces, for 92 spaces in total. Parking shall be located within a paved and striped parking space as designated on the submitted site plan. Additionally, drive aisles adjacent to 90 degree parking maintain aisle widths meeting the minimum requirement of 26.5'.

Landscaping & Lighting

Trees and bushes are proposed around the parking and amenity areas of the site. The landscaping provided meet all City of St. Charles landscape standards. Per the site plan, these plantings are native and drought resistant, so no irrigation is required.

The applicant has testified that any lighting will adhere to City of Saint Charles regulations to be shielded to direct light straight down, other than architectural accent lighting. A photometric plan will be provided at the time of building permits. A condition has been placed on the approval to verify such.

Furthermore, the City Code allows the Planning and Zoning Commission to recommend conditions of approval to protect surrounding properties, as well as to give consideration with respect to location and site plan in the recommendations.

STAFF RECOMMENDATION

Z-2026-09:

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

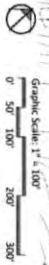
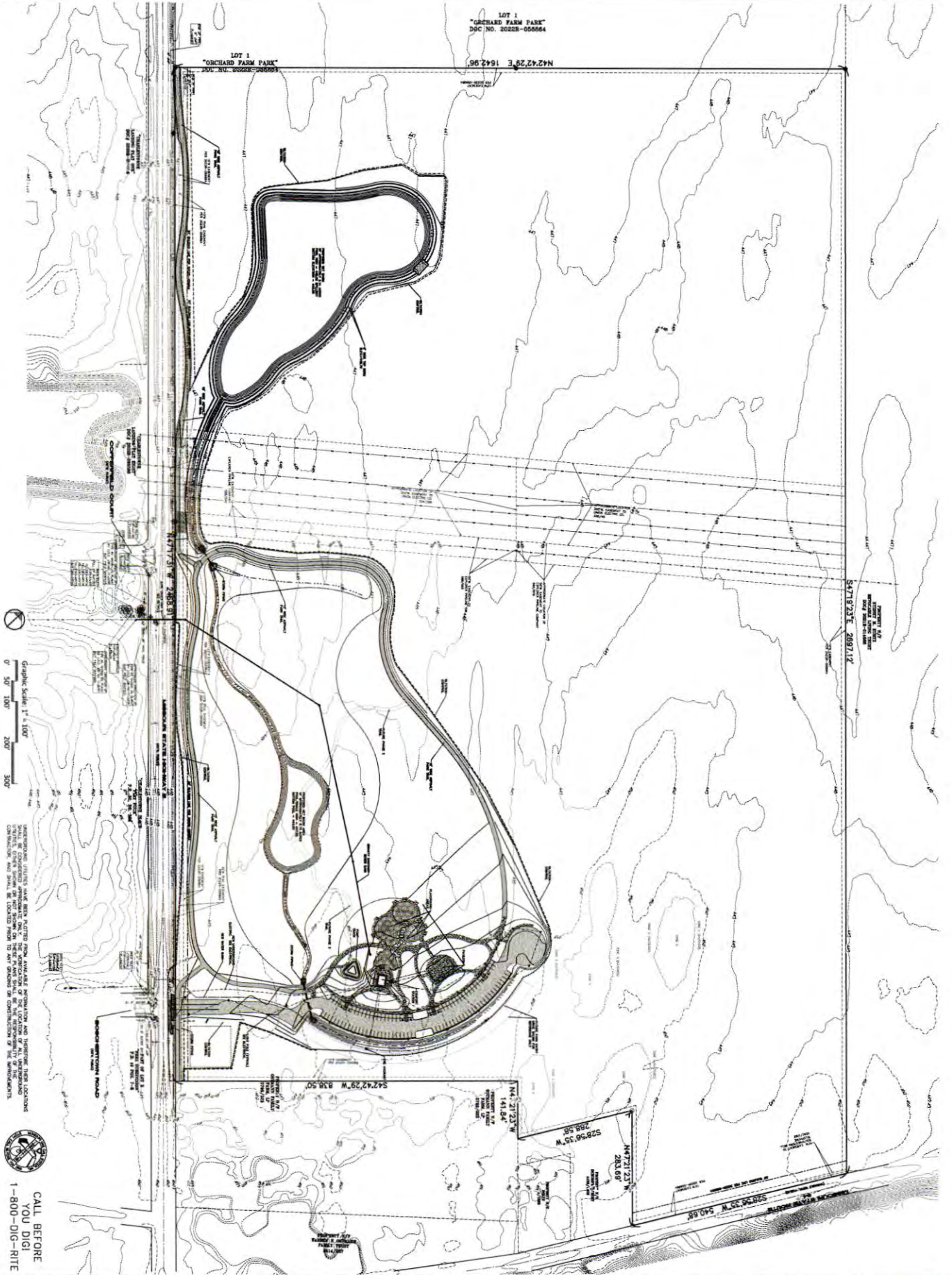
SP-2026-06:

Staff recommends approval of application SP-2026-06, subject to the following conditions:

1. Site Plan shall be null and void if the establishment of zoning (Z-2026-09) is not approved by the City Council.
2. A photometric plan shall be provided upon application for building permits.

Recommended Motions:

1. *Motion to forward application Z-2026-09 to the City Council with a favorable recommendation.*
2. *Motion to approve application SP-2026-06.*



Graphic Scale: 1" = 100'
 0 50 100 200 300'

CALL BEFORE YOU DIG
 1-800-DIG-RITE

C-2

Overall Site Plan

Project Name	Legacy Farms Park - Phase 1
Project No.	21090131
Client	SWT
Sheet No.	103
Scale	AS SHOWN
Date	4/30/26

Professional Engineer Seal for Scott W. Walker, State of Michigan, License No. 93944. The seal includes the text 'SCOTT W. WALKER', 'PROFESSIONAL ENGINEER', 'STATE OF MICHIGAN', and 'LICENSE NO. 93944'.

Scott W. Walker
 Civil Engineer
 License No. 93944
 State of Michigan



SWT DESIGN
 11111 Legacy Farms Parkway
 Suite 100
 Grand Rapids, MI 49508
 Phone: (616) 222-1111
 Fax: (616) 222-1112
 Email: info@swtdesign.com
 Website: www.swtdesign.com

Legacy Farms Park - Phase 1
 Project No. 21090131
 Sheet No. 103



Prepared for:
 Legacy Farms
 11111 Legacy Farms Parkway
 Suite 100
 Grand Rapids, MI 49508



ENGINEERING
PLANNING
SURVEYING

APRIL 07, 2026

PROPERTY DESCRIPTION
BAX PROJECT NO. 18-17550C
97.378 ACRES
KLW

A TRACT OF LAND BEING ALL OF LOT 2 OF "ORCHARD FARM PARK" A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED AS DOCUMENT NUMBER 2022R-056864 OF THE ST. CHARLES COUNTY RECORDS, IN TOWNSHIP 47 NORTH, RANGE 5 EAST, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERNMOST CORNER OF SAID LOT 2 OF "ORCHARD FARM PARK"; THENCE SOUTHEASTERLY ALONG THE NORTHEAST LINE OF SAID LOT 2, SOUTH 47 DEGREES 19 MINUTES 23 SECONDS EAST 2697.12 FEET TO A POINT IN THE WEST RIGHT-OF-WAY LINE OF MISSOURI STATE ROUTE 94 (VARIABLE WIDTH); THENCE ALONG SAID WEST RIGHT-OF-WAY OF MISSOURI STATE ROUTE 94 (VARIABLE WIDTH), SOUTH 28 DEGREES 56 MINUTES 35 SECONDS WEST 540.68 FEET TO A POINT IN THE NORTHEAST LINE OF PROPERTY CONVEYED TO SCHUMPKE TRUST ACCORDING TO THE INSTRUMENT RECORDED IN DEED BOOK 4439, PAGE 1303 OF SAID RECORDS; THENCE LEAVING THE SAID WEST RIGHT-OF-WAY LINE OF MISSOURI STATE ROUTE 94 (VARIABLE WIDTH), AND ALONG THE NORTHEAST LINE OF SAID SCHUMPKE PROPERTY, NORTH 47 DEGREES 21 MINUTES 23 SECONDS WEST 283.69 FEET TO THE WEST LINE OF SAID SCHUMPKE PROPERTY; THENCE ALONG SAID WEST LINE OF SCHUMPKE PROPERTY, SOUTH 28 DEGREES 56 MINUTES 35 SECONDS WEST 288.58 FEET TO THE NORTHEAST LINE OF PROPERTY CONVEYED TO OSTMANN FAMILY FARM, LP ACCORDING TO THE INSTRUMENT RECORDED IN DEED BOOK 5796, PAGE 323 OF SAID RECORDS; THENCE ALONG THE NORTHEAST LINE OF SAID OSTMANN FAMILY FARM, LP, NORTH 47 DEGREES 21 MINUTES 23 SECONDS WEST 141.84 FEET TO THE NORTHWEST LINE THEREOF; THENCE ALONG THE NORTHWEST LINE OF SAID OSTMANN FAMILY FARM, LP, SOUTH 42 DEGREES 42 MINUTES 29 SECONDS WEST 838.50 FEET TO A POINT IN THE NORTHEAST RIGHT-OF-WAY LINE OF MISSOURI STATE HIGHWAY B (60 FEET WIDE); THENCE ALONG SAID NORTHEAST RIGHT-OF-WAY LINE OF MISSOURI STATE HIGHWAY B (60 FEET WIDE), NORTH 47 DEGREES 17 MINUTES 31 SECONDS WEST 2468.91 FEET TO A POINT IN THE NORTHWEST LINE OF AFORESAID LOT 2; THENCE ALONG SAID NORTHWEST LINE OF LOT 2, NORTH 42 DEGREES 42 MINUTES 29 SECONDS EAST 1642.96 FEET TO THE POINT OF BEGINNING AND CONTAINING 97.378 ACRES, ACCORDING TO CALCULATIONS BY BAX ENGINEERING COMPANY DURING APRIL, 2026.



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

Bill No. 14090

Ordinance No. _____

Sponsor: Michael Galba

AN ORDINANCE TO ESTABLISH THE ZONING FOR A 97.38-ACRE TRACT OF LAND LOCATED AT 2451 HIGHWAY B TO THE SAINT CHARLES CITY ZONING DISTRICT "A" AGRICULTURAL DISTRICT.

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

Whereas, the Planning and Zoning Commission of the City of Saint Charles, Missouri, considered this application at its May 11, 2026, meeting and made a favorable recommendation (8 in favor, 0 opposed) to the City Council; and

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

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

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

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

A 97.38-acre tract of land located at 2451 Highway B is zoned Saint Charles City Zoning District "A" Agricultural District. The parcel of land is more particularly described in the attached Exhibit A and incorporated by this reference.

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

Bill No. 14090

Date Passed

Mark Hollander, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 5/26/26

Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk



**SIGN
HERE**



ENGINEERING
PLANNING
SURVEYING

APRIL 07, 2026

PROPERTY DESCRIPTION
BAX PROJECT NO. 18-17550C
97.378 ACRES
KLW

A TRACT OF LAND BEING ALL OF LOT 2 OF "ORCHARD FARM PARK" A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED AS DOCUMENT NUMBER 2022R-056864 OF THE ST. CHARLES COUNTY RECORDS, IN TOWNSHIP 47 NORTH, RANGE 5 EAST, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERNMOST CORNER OF SAID LOT 2 OF "ORCHARD FARM PARK"; THENCE SOUTHEASTERLY ALONG THE NORTHEAST LINE OF SAID LOT 2, SOUTH 47 DEGREES 19 MINUTES 23 SECONDS EAST 2697.12 FEET TO A POINT IN THE WEST RIGHT-OF-WAY LINE OF MISSOURI STATE ROUTE 94 (VARIABLE WIDTH); THENCE ALONG SAID WEST RIGHT-OF-WAY OF MISSOURI STATE ROUTE 94 (VARIABLE WIDTH), SOUTH 28 DEGREES 56 MINUTES 35 SECONDS WEST 540.68 FEET TO A POINT IN THE NORTHEAST LINE OF PROPERTY CONVEYED TO SCHUMPKE TRUST ACCORDING TO THE INSTRUMENT RECORDED IN DEED BOOK 4439, PAGE 1303 OF SAID RECORDS; THENCE LEAVING THE SAID WEST RIGHT-OF-WAY LINE OF MISSOURI STATE ROUTE 94 (VARIABLE WIDTH), AND ALONG THE NORTHEAST LINE OF SAID SCHUMPKE PROPERTY, NORTH 47 DEGREES 21 MINUTES 23 SECONDS WEST 283.69 FEET TO THE WEST LINE OF SAID SCHUMPKE PROPERTY; THENCE ALONG SAID WEST LINE OF SCHUMPKE PROPERTY, SOUTH 28 DEGREES 56 MINUTES 35 SECONDS WEST 288.58 FEET TO THE NORTHEAST LINE OF PROPERTY CONVEYED TO OSTMANN FAMILY FARM, LP ACCORDING TO THE INSTRUMENT RECORDED IN DEED BOOK 5796, PAGE 323 OF SAID RECORDS; THENCE ALONG THE NORTHEAST LINE OF SAID OSTMANN FAMILY FARM, LP, NORTH 47 DEGREES 21 MINUTES 23 SECONDS WEST 141.84 FEET TO THE NORTHWEST LINE THEREOF; THENCE ALONG THE NORTHWEST LINE OF SAID OSTMANN FAMILY FARM, LP, SOUTH 42 DEGREES 42 MINUTES 29 SECONDS WEST 838.50 FEET TO A POINT IN THE NORTHEAST RIGHT-OF-WAY LINE OF MISSOURI STATE HIGHWAY B (60 FEET WIDE); THENCE ALONG SAID NORTHEAST RIGHT-OF-WAY LINE OF MISSOURI STATE HIGHWAY B (60 FEET WIDE), NORTH 47 DEGREES 17 MINUTES 31 SECONDS WEST 2468.91 FEET TO A POINT IN THE NORTHWEST LINE OF AFORESAID LOT 2; THENCE ALONG SAID NORTHWEST LINE OF LOT 2, NORTH 42 DEGREES 42 MINUTES 29 SECONDS EAST 1642.96 FEET TO THE POINT OF BEGINNING AND CONTAINING 97.378 ACRES, ACCORDING TO CALCULATIONS BY BAX ENGINEERING COMPANY DURING APRIL, 2026.



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EXHIBIT A

RCA FORM (OFFICE USE ONLY)

Bill # 14091

MEETING/DATE: 6/2/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 4

Sponsor(s): Mark Hollander

Description:

Vacation of a drainage easement that is no longer needed for the new Southpointe and Trestle at Katy Trail development.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

The drainage easement was originally acquired for the construction of Arena Parkway, formerly known as South River Road.

With the development of Southpointe and Trestle at Katy Trail, the easement is no longer necessary and can be vacated. New utility & drainage improvements will be included with the development.

Staff recommends approval of this Ordinance.

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

Fiscal Impact: \$ 0.00 N/A

Account #: _____

Project #: _____

RCA prepared by: JG Dept. Dir. em Finance Dir. Jao Dir. of Admin. NY

Petition for Vacation or Acceptance of Right-of-Way/Easement
Within the City of St. Charles, Missouri

We, the owners of the tracts of land adjacent to Hemsath Road and S. River Road _____

each lying in a variable width feet wide easement (ROW/Easement) within the City limits of the City of St. Charles, do hereby petition the Mayor and City Council to:

- Accept said streets as Provisional Streets according to City Code 505.330.
- Accept said streets as Public Streets according to City Code 505.340.
- Vacate said right-of-way [easement]

We the undersigned owners also understand and affirm that if public property rights do not currently exist, we shall donate and execute said donations at our expense, all land rights determined by the City as being necessary for said acceptance of streets or for vacation of right-of-way [easement] through the appropriate legal means which may include, but not necessarily be limited to resubdivision plats, deeds, easements, etc. The exact limits of the right-of-way or easements being petitioned are as follows:

A tract of land situated in the City of St. Charles, County of St. Charles, State of Missouri, lying in part of U.S. Survey 1198, Township 46 North, Range 4 East, being part of a tract of land conveyed to Porterhouse Development, LLC, as recorded in Document Number 2024-046547 of the land records of said St. Charles County, and being a permanent drainage easement recorded in Deed Book 2188, Page 1671 of said land records, and being more particularly described as follows: Commencing at the Westernmost corner of said Porterhouse Development, LLC, tract, said Westernmost corner being on the Eastern right-of-way line of Hemsath Road, variable width; thence leaving said Eastern right-of-way line and along the Northern line of said Porterhouse Development, LLC, tract, North 57 degrees 38 minutes 13 seconds East, a distance of 484.87 feet to the TRUE POINT OF BEGINNING of the tract herein described; thence along said Northern line of Porterhouse Development, LLC, tract, North 57 degrees 38 minutes 13 seconds East, a distance of 5.56 feet to the Western right-of-way line of said Arena Parkway, variable width; thence along said Western right-of-way line of Arena Parkway, variable width, as follows: 216.94 feet along the arc of a curve to the left, having a radius of 617.96 feet, through a central angle of 020 degrees 06 minutes 52 seconds, with a chord that bears South 46 degrees 36 minutes 23 seconds East, a distance of 215.83 feet; South 56 degrees 45 minutes 37 seconds East, a distance of 190.17 feet; thence leaving said Western right-of-way line and along the following courses and distances: South 80 degrees 32 minutes 34 seconds West, a distance of 43.94 feet; North 60 degrees 52 minutes 40 seconds West, a distance of 116.29 feet; North 72 degrees 21 minutes 23 seconds West, a distance of 38.18 feet; South 82 degrees 16 minutes 06 seconds West, a distance of 14.99 feet; North 09 degrees 34 minutes 35 seconds West, a distance of 9.62 feet; North 37 degrees 11 minutes 05 seconds West, a distance of 122.61 feet; North 30 degrees 16 minutes 28 seconds West, a distance of 96.62 feet to the point of beginning. Containing 0.282 Acres (12,280 Square Feet), by Grimes Consulting, Inc., LS-343-D, dated April 2026.

Signatures of all adjoining property owners:


Signature

Signature

Signature

Signature

Signature

Signature

Signature

Signature

Signature

Signature

Signature

Signature

Signature

Signature

Address: 1610 Des Peres Road STE 385
Print Name: Jim Eisenhart

Address: Jim Eisenhart
Print Name: _____

Address: _____
Print Name: _____

Address: _____
Print Name: _____

Address: _____
Print Name: _____

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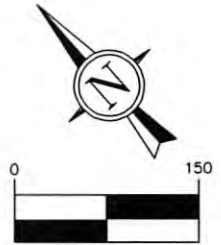
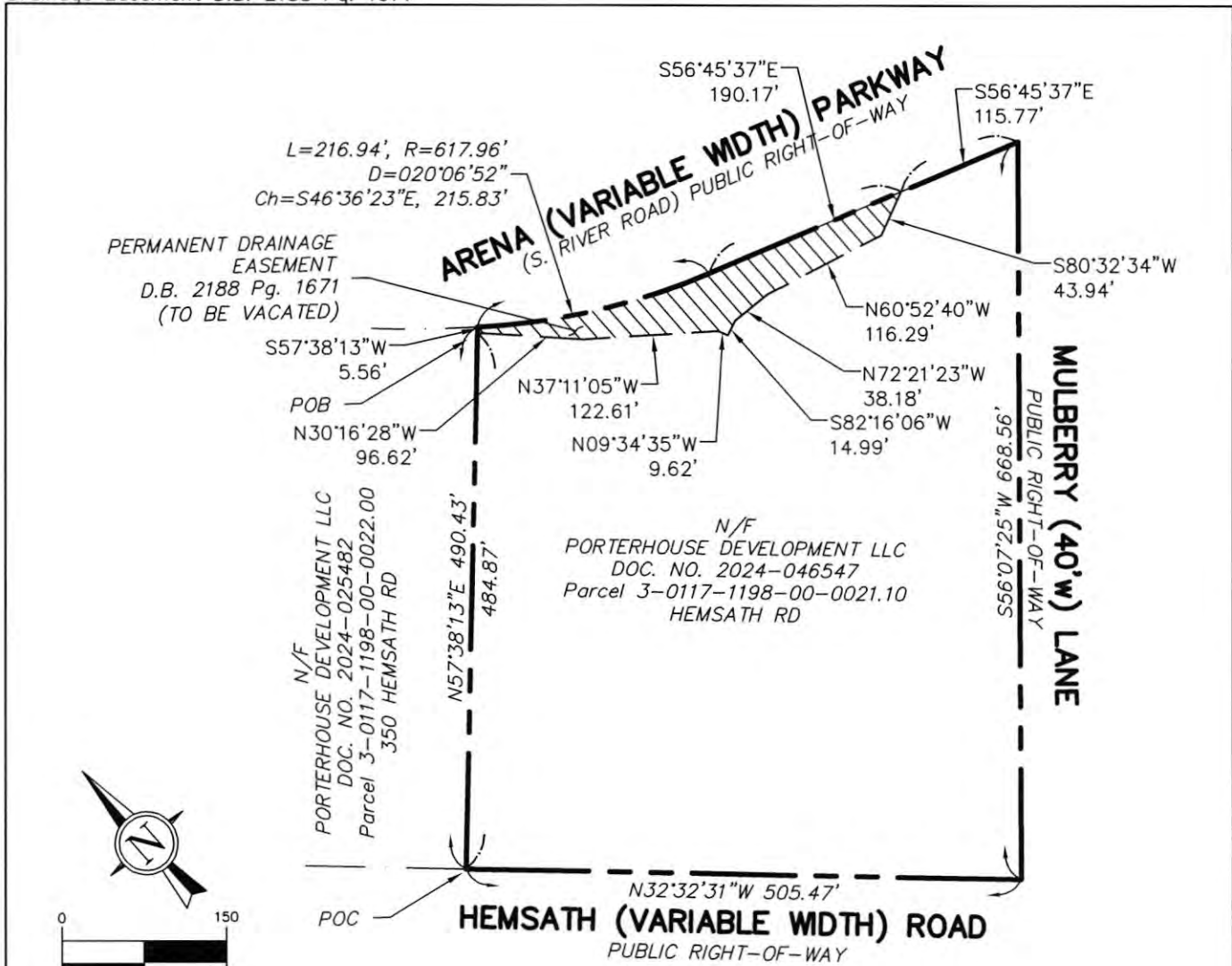
Address: _____
Print Name: _____

Address: _____
Print Name: _____

Address: _____
Print Name: _____


Address: _____
Print Name: _____

Address: _____
Print Name: _____



(IN FEET)
1 inch = 150 ft.

EXHIBIT "A"

 AREA TO BE VACATED

INITIAL:

EASEMENT VACATION

PART OF U.S. SURVEY 1198, TOWNSHIP 46 NORTH, RANGE 4 EAST
CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI



5/14/26

NAME R. CORY SPENCE, PLS
LIC # PLS-2015017842

Bill No. 14091

Ordinance No. _____

Sponsor: Mark Hollander

AN ORDINANCE AUTHORIZING THE VACATION OF AN EXISTING PERMANENT DRAINAGE EASEMENT LOCATED ON A TRACT OF LAND WITH PARCEL IDENTIFICATION NUMBER 3-0117-1198-00-0021.1000000 AND, MORE SPECIFICALLY, ALONG THE WESTERN RIGHT-OF-WAY OF ARENA PARKWAY AS RECORDED IN DEED BOOK 2188 PAGE 1671 OF THE ST. CHARLES COUNTY RECORDER OF DEEDS.

Whereas, the City has received a request to vacate a permanent drainage easement granted by Deed Book 2188, Page 1671, recorded with the St. Charles County Recorder of Deeds, and located on a tract of land with Parcel ID # 3-0117-1198-00-0021.1000000 along the western right-of-way of Arena Parkway, as depicted in the attached Exhibit A; and

Whereas, the existing easement proposed for vacation is no longer necessary and void of any utilities, and there are no other affected utility companies for which approvals are required for the easement vacation.

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

SECTION 1. The City Council authorizes the vacation of the existing permanent drainage easement granted by Deed Book 2188, Page 1671, recorded with the St. Charles County Recorder of Deeds, and located on a tract of land with Parcel ID # 3-0117-1198-00-0021.1000000 along the western right-of-way of Arena Parkway, and further described in the attached Exhibit A which is incorporated hereto by this reference.

SECTION 2. The Mayor is authorized to execute any document necessary for the City of St. Charles to vacate and release the easement described in Section 1 and as shown on Exhibit A.

SECTION 3. The City Clerk shall cause a certified copy of this Ordinance, including Exhibit A, to be recorded in the St. Charles County Missouri Recorder of Deeds Office, to be indexed under the names of the City of Saint Charles, Missouri, as grantor and Porterhouse Development LLC as grantee.

SECTION 4. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Bill No. 14091



Date Passed

Mark Hollander, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 5/26/26

Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk

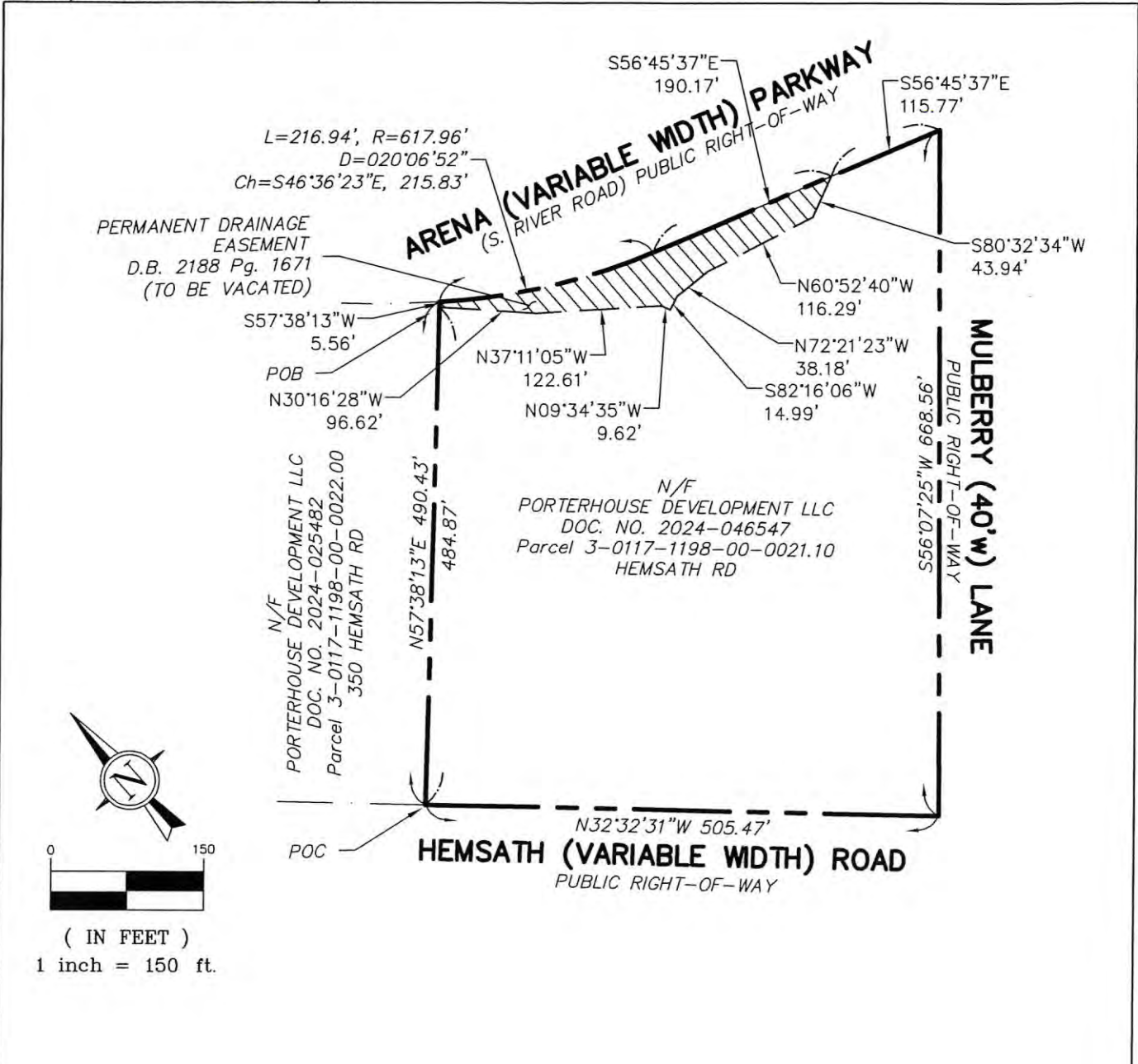

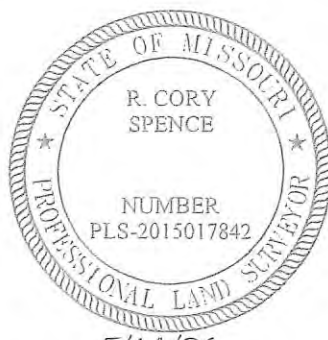


EXHIBIT "A"  AREA TO BE VACATED **INITIAL:**

<h3>EASEMENT VACATION</h3> <p>PART OF U.S. SURVEY 1198, TOWNSHIP 46 NORTH, RANGE 4 EAST CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI</p>		
NAME R. CORY SPENCE, PLS LIC # PLS-2015017842		

A tract of land situated in the City of St. Charles, County of St. Charles, State of Missouri, lying in part of U.S. Survey 1198, Township 46 North, Range 4 East, being part of a tract of land conveyed to Porterhouse Development, LLC, as recorded in Document Number 2024-046547 of the land records of said St. Charles County, and being a permanent drainage easement recorded in Deed Book 2188, Page 1671 of said land records, and being more particularly described as follows: Commencing at the Westernmost corner of said Porterhouse Development, LLC, tract, said Westernmost corner being on the Eastern right-of-way line of Hemsath Road, variable width; thence leaving said Eastern right-of-way line and along the Northern line of said Porterhouse Development, LLC, tract, North 57 degrees 38 minutes 13 seconds East, a distance of 484.87 feet to the TRUE POINT OF BEGINNING of the tract herein described; thence along said Northern line of Porterhouse Development, LLC, tract, North 57 degrees 38 minutes 13 seconds East, a distance of 5.56 feet to the Western right-of-way line of said Arena Parkway, variable width; thence along said Western right-of-way line of Arena Parkway, variable width, as follows: 216.94 feet along the arc of a curve to the left, having a radius of 617.96 feet, through a central angle of 020 degrees 06 minutes 52 seconds, with a chord that bears South 46 degrees 36 minutes 23 seconds East, a distance of 215.83 feet; South 56 degrees 45 minutes 37 seconds East, a distance of 190.17 feet; thence leaving said Western right-of-way line and along the following courses and distances: South 80 degrees 32 minutes 34 seconds West, a distance of 43.94 feet; North 60 degrees 52 minutes 40 seconds West, a distance of 116.29 feet; North 72 degrees 21 minutes 23 seconds West, a distance of 38.18 feet; South 82 degrees 16 minutes 06 seconds West, a distance of 14.99 feet; North 09 degrees 34 minutes 35 seconds West, a distance of 9.62 feet; North 37 degrees 11 minutes 05 seconds West, a distance of 122.61 feet; North 30 degrees 16 minutes 28 seconds West, a distance of 96.62 feet to the point of beginning. Containing 0.282 Acres (12,280 Square Feet), by Grimes Consulting, Inc., LS-343-D, dated April 2026.

RCA FORM (OFFICE USE ONLY)

Bill # 14092

MEETING/DATE: 6/2/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 3

Sponsor(s): Ratchford

Description:

Ordinance to declare approximately 16.5 acres of City-owned real property located at Riverpointe as surplus property, and further to authorize their disposal by sale to EDWARD ROSE PROPERTIES, INC. for a price of \$6.45 per square foot.

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

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

Summary:

This Ordinance will authorize the Mayor to execute a Purchase and Sale Agreement with EDWARD ROSE PROPERTIES, INC., pursuant to which City-owned property at Riverpointe will be sold for a total price of \$6.45 per square foot. This Ordinance also declares the property as surplus property and notes that Code Section 145.330(A)(8) is applicable.

A new parcel will be created for this purchase which will be approximately 16.5 acres and will be within a planned development. The total purchase price will be determined by the final surveyed area, and is estimated to be \$4,496,796.81 after 3% Seller's Broker commission is deducted. As part of the agreement, the City and EDWARD ROSE PROPERTIES, INC. agree to various tasks pursuant to closing and site delivery, including funding and construction of public roads and infrastructure utilizing EDWARD ROSE PROPERTIES, INC. contributions along with City and MoDOT Governor's Cost Share funding.

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

Fiscal Impact: \$ 4,496,796.81 **Select One** _____

Account #: N/A

Project #: N/A

RCA prepared by: NG Dept. Dir. bn Finance Dir. gaw Dir. of Admin. z

Bill No. 14092

Ordinance No. _____

Sponsor: Vince Ratchford

AN ORDINANCE DECLARING REAL PROPERTY CONSISTING OF APPROXIMATELY 16.5 ACRES, MORE OR LESS, OF LAND WITHIN THE AREA OF THE RIVERPOINTE DEVELOPMENT COMMONLY KNOWN AS PHASE 2, WHICH CONTAINS PORTIONS OF THE PARCELS WITH PARCEL IDENTIFICATION NUMBERS OF 6-0023-D161-00-000B.0000000, 3-0012-S007-00-0028.1110000, 3-0012-S007-00-0028.1111000, AND 3-0162-2982-00-0028.1000000 AS SURPLUS PROPERTY; AUTHORIZING DISPOSAL BY SALE TO EDWARD ROSE PROPERTIES, INC., FOR THE SALE PRICE OF \$6.45 PER SQUARE FOOT; 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. In accordance with Code Section 145.330(A)(8), the City Council's chosen method for the sale of excess or surplus real property shall be accomplished by the City providing public written notice to the City Council a minimum of seven calendar days prior to the final approval of the sale by the City Council. The notice may be provided to the City Council and be made a part of the first reading of the Bill approving the sale. The notice shall include the street address of the excess or surplus real property along with the name and address of the proposed purchaser. If the purchaser is an entity, all persons owning 5% or more of the beneficial interest in the entity shall be disclosed. All other provisions and requirements of Section 145.330 are deemed waived.
- SECTION 2. The Real Property consisting of approximately 16.5 acres, more or less, of land within the area of the Riverpointe Development commonly known as Phase 2, which contains portions of the parcels with Parcel Identification numbers of 6-0023-D161-00-000B.0000000, 3-0012-S007-00-0028.1110000, 3-0012-S007-00-0028.1111000, and 3-0162-2982-00-0028.1000000, with approximate boundaries as depicted in the attached Exhibit 1, is declared surplus property and disposal by sale to Edward Rose Properties, Inc., for the sale price of \$6.45 per square foot, and estimated at \$4,496,796.81 after 3% Seller's Broker commission deducted, is authorized.
- SECTION 3. The Mayor is authorized to execute the Purchase, Sale and Development Agreement (the "Agreement") which shall be substantially the same in form and content as attached hereto and identified as Exhibit 2, and, in addition, such easements or license agreements as may be necessary to carry out the spirit and intent of the Agreement. The Mayor is granted continuing authority to execute additional documents necessary to carry out the intent of this ordinance including all closing documents, easements and/or license agreements.

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 5/22/2026
Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk



DEPICTION OF PROPERTY
(subject to final determination by the Survey)



PURCHASE, SALE, AND DEVELOPMENT AGREEMENT

This PURCHASE, SALE, AND DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into as of this ____ day of _____, 2026 (the “**Effective Date**”), by and between the CITY OF SAINT CHARLES, MISSOURI, a constitutional charter city and political subdivision of the State of Missouri having a principal office at 200 N. Second Street, St. Charles, Missouri 63301 (“**Seller**”); and EDWARD ROSE PROPERTIES, INC., a Michigan corporation having a principal office at 38525 Woodward Avenue, Bloomfield Hills, Michigan 48304 (“**Purchaser**” and together with Seller, the “**Parties**” and each is also individually referred to as a “**Party**”).

AGREEMENT

In consideration of the mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I. DEFINITIONS

Section 1.1 Certain Defined Terms. For purposes of this Agreement, the following terms have the meanings specified or referred to in this Article I.

“**Applicable Regulations**” shall mean, collectively, all federal, state, and local laws, statutes, ordinances, rules, regulations, executive orders, requirements, and restrictions, including, without limitation, the Building Regulations and those of the City applicable to or affecting the Property or the Project.

“**Approval Period**” shall mean one hundred twenty (120) days from the expiration of the Due Diligence Period.

“**Approvals**” shall mean any and all plat approvals, boundary adjustments, re-zoning or other zoning changes, site plan approvals, conditional use permits, design reviews, or other subdivision, zoning, site plan review, architectural or historic district review, or similar approvals required under Applicable Regulations for the implementation of the Project.

“**Building Regulations**” shall mean, collectively, those codes, ordinances, regulations and policies of the City now or at any subsequent time applicable to or governing the construction and maintenance of buildings and structures within the City.

“**City**” shall mean the City of St. Charles, Missouri.

“**City Sales Tax**” shall mean the tax on all taxable “sales at retail” (as that term is defined and used in chapter 144 of the Revised Statutes of Missouri, as amended) levied by the City pursuant to sections 94.520 through 94.570 of the Revised Statutes of Missouri, as amended or any successor enactment, currently at the rate of 2.0%.

“Closing” shall mean the closing on the purchase and sale of the Property.

“Closing Date” shall mean the date of the Closing which shall be established as provided for in Section 3.1.2 of this Agreement.

“Commencement of Construction” shall mean the date, following Purchaser’s receipt of all necessary permits and approvals, on which Purchaser has commenced physical, on-site construction activities on the Property related to the development of the Project, including, at a minimum, (i) mobilization of construction equipment, and (ii) commencement of grading, excavation, or fill placement. For the avoidance of doubt, pre-construction activities such as design work, permitting, obtaining financing, or site clearing (without grading or excavation) shall not constitute commencement of construction.

“Due Diligence Period” shall mean a period of ninety (90) days following the Effective Date.

“Effective Date” shall mean that date stated as such in the first paragraph of this Agreement.

“Force Majeure” shall mean actions or inactions not within the reasonable control of the applicable party, including, without limitation, construction delays due to sustained inclement weather conditions, delays caused by competent legal authority, strikes, lockouts, labor disputes, pandemic, governmental shutdown, riots, fire or other casualties, tornadoes, acts of God, acts of the public enemy, accidents, governmental restrictions, unanticipated or unusual site conditions, priorities regarding acquisition of or use of materials, litigation challenging any of the rights under this Agreement, or delays caused by local (including, without limitation, the City), state or federal governments.

“Project” shall mean a multi-family apartment community residential development consisting of improvements to be constructed on the Property by or on behalf of Purchaser, consistent with the concept plan attached as Exhibit B hereto, to include approximately seven (7) buildings anticipated to be four (4) stories each, for a total of approximately 350 residential units, and on-site parking lots sufficient to comply with the Applicable Regulations.

“Property” shall mean collectively that certain improved real property located in the City consisting of approximately 16.5 acres, more or less, of land within the area of the Riverpointe Development commonly known as Phase 2, which contains portions of the parcels with parcel identification numbers of 6-0023-D161-00-000B.0000000, 3-0012-S007-00-0028.1110000, 3-0012-S007-00-0028.1111000, and 3-0162-2982-00-0028.1000000, with approximate boundaries as depicted in Exhibit A attached to and incorporated by reference in this Agreement. Purchaser acknowledges that the Property does not have any current legal description of record and the final boundaries, legal description, and acreage of the Property are to be determined by the Survey. The Property shall include: (a) 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 the Closing Date as defined herein; (b) All rights, easements,

and appurtenances pertaining to such real property, including without limitation any appurtenant easements; and (c) all water, oil, gas and other minerals lying within or which are appurtenant to the Property, if any, and any rights with respect thereto.

“**Purchase Price**” shall mean the unit price of \$6.45 per square foot, multiplied by the total area in square feet of the Property as determined by the Survey (the “Purchase Price”). For purposes of an example only, if the final survey determines the area of the Property is 718,740 square feet (i.e., approximately 16.5 acres), then the Purchase Price shall be \$4,635,873.

“**Survey**” shall mean an ALTA survey of the property to be sold pursuant to this Agreement performed by a professional land surveyor licensed by the State of Missouri and as further provided in Section 4.2.3. of this Agreement.

“**Third Party**” shall mean any person or other entity other than a named Party to this Agreement.

“**Third Party Action**” shall mean any claim, action, proceeding or demand initiated at any time by any party other than a named Party to this Agreement and directed to Seller or Purchaser or any of their respective officials, officers, agents, attorneys, employees or representatives arising out of this Agreement.

“**Title Company**” shall mean First American Title Insurance Company, having an address of 5445 Corporate Drive, Suite 175, Troy, MI, 48098-2617, or other title insurance company mutually agreeable to the Parties.

“**Zoning Approvals**” shall mean any and all re-zoning or other zoning changes, conditional use permits, or similar zoning approvals required under Applicable Regulations for the implementation of the Project.

Section 1.2 Other Defined Terms. In addition to the terms defined in Section 1.1 of this Agreement, certain other terms are defined elsewhere in this Agreement and, whenever such terms are used in this Agreement, they shall have their respective defined meanings.

Section 1.3 Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the 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.

Section 1.4 Computation of Time. Wherever this Agreement calls for the performance of any act by reference to a day or number of days, to a month or number of months or to a year or number of years, each such computation shall be made based upon calendar days, calendar months, and calendar years, as applicable, unless otherwise expressly provided. In the event the last date for performance of any obligation or for giving any notice hereunder falls on a Saturday, Sunday, or legal holiday of the State of Missouri, then the time of such period shall be extended to the next day which is not a Saturday, Sunday, or legal holiday in Missouri.

Section 1.5 Time is of the Essence. In the performance of each part of this Agreement, TIME SHALL BE OF THE ESSENCE; provided, however, that when a delay is caused by a Force Majeure event, a Party may extend any such deadline for a period not to exceed thirty (30) additional days, or such longer period as the Parties may agree upon in writing based on the specific event, by providing written notice of such event to the other Party.

ARTICLE II. PUBLIC PURPOSE

Seller and Purchaser hereby acknowledge and agree that this Agreement and the transactions contemplated thereby are for and serve a public purpose in furtherance of the health, safety and welfare of the citizens of the City of Saint Charles, Missouri. Accordingly, Purchaser, for itself and for any successor, assign, affiliate, agent, employee, representative of Purchaser, hereby agrees and covenants to Seller that Purchaser shall have no claim, cause of action, or defense under any theory or basis whatsoever arising from or related to the legal authority of Seller to participate in the transactions contemplated by the Agreement.

ARTICLE III. PURCHASE AND SALE

Section 3.1 Purchase and Sale. Upon the terms and subject to the conditions contained in this Agreement, at the Closing, Seller shall sell, transfer, assign, convey and deliver to Purchaser, and Purchaser shall purchase and accept delivery from Seller, all of the Property free and clear of all encumbrances other than the Permitted Exceptions (as defined below).

Section 3.1.1. Purchase Price. The Purchase Price shall be payable by Purchaser to Seller as follows:

- (1) Thirty Thousand 00/100 Dollars (\$30,000.00) earnest money to be paid by cash, cashier's check, or wire transfer within Five (5) days of the Effective Date into escrow with the Title Company (the "**Earnest Money**") to be credited to the Purchase Price at Closing if Closing occurs, or if Closing does not occur, to be disbursed pursuant to this Agreement; and
- (2) The balance of the Purchase Price, established and adjusted as set forth in this Agreement, plus the commission payable by Purchaser as provided in Section 3.4 below, in immediately available funds by cashier's check or wire transfer payable to Seller at Closing.

Section 3.1.2. Closing Date; Place of Closing. The Closing Date shall be within thirty (30) days after the latter of: a) the expiration of the Approval Period, and b) the Seller completing the Seller Site Delivery Requirements; or upon a date to be mutually agreed upon by the Parties, but in no event shall the Closing Date fall on a date that is later than May 28, 2027 (the "**Outside Closing Date**"). Closing shall be conducted by the Title Company as an escrow or "mail in" Closing.

Section 3.1.3. Events of Closing. At Closing:

- (1) Purchaser shall cause to be delivered to Seller the balance of the Purchase Price, adjusted as hereinafter provided;
- (2) Seller shall remove, by application of the Purchase Price or otherwise, any financing liens or assessments encumbering the Property, but only if the Seller is provided with notice of and sufficient opportunity to challenge the validity of such liens and assessments before the Closing Date;
- (3) Seller shall transfer and convey all of Seller's right, fee title and interest in the Property by Special Warranty Deed (the "Deed"), free and clear of all tenancies, liens, and encumbrances other than the Permitted Exceptions; and
- (4) Seller and Purchaser shall execute and deliver customary affidavits as needed to remove general exceptions and such other reasonable documents as may be required by the Title Company conducting the Closing and Seller and Purchaser shall each deliver to the other such other documentation as is reasonably requested by such party.

Closing shall be through an escrow, with the Title Company acting as escrowee. Exclusive possession shall be delivered on the Closing Date, subject to the Permitted Exceptions.

Section 3.1.4. Reservation by Seller of Drainage and Utility Easements. Seller reserves the right to include reservations of drainage and utility easements in the Deed sufficient to accommodate Seller's plans for maintenance and extension of drainage and utility facilities through the Property, provided that all such reservations, including exact locations for each easement, are determined in coordination with the Purchaser, depicted on one or more plats or development plans used by Purchaser to apply for Approvals, and approved by Purchaser prior to the expiration of the Due Diligence Period, such approval not to be withheld unreasonably.

Section 3.3 Expenses; Taxes. Except as otherwise specifically provided in this Agreement, Purchaser and Seller shall each pay their respective costs and expenses including, without limitation, attorneys' fees, incurred in compliance with this Agreement. Seller represents that Seller is exempt from property taxation and that no property taxes will be outstanding as of the Closing Date. Purchaser shall pay all property taxes and assessments accruing on the Property as of and after the Closing Date, and Purchaser shall pay all recording fees except for those pertaining to release of liens on the Property at Closing.

Section 3.4 Real Estate Brokers. Both Purchaser and Seller hereby acknowledge that Scout Realty Group, LLC ("Seller's Broker") is the Seller's Limited Agent and solely represents the Seller with regard to this transaction and that Seller's Broker is not representing or an agent of the Purchaser. Purchaser agrees to pay a commission of three percent (3%) of the Purchase Price to Scout Realty Group at Closing, and this payment shall be made in addition to, not deducted from, the Purchase Price. Seller shall pay a commission to Seller's Broker of three percent (3%) of the Purchase Price, to be deducted from the sales proceeds otherwise due to Seller at 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. Purchaser and Seller shall each release and hold harmless each other from any other claims for commissions or other compensation from any broker or agent acting on behalf of either Party.

Section 3.5 Conditions Precedent to Closing.

Section 3.5.1. Seller's Conditions. Unless waived in writing by the Seller, the following obligations of Purchaser shall be conditions precedent to Seller's obligation to complete Closing: (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; and (iii) Purchaser delivers the Purchase Price in accordance with Section 3.1.3. at Closing.

Section 3.5.2. Purchaser's Conditions. Unless waived in writing by the Purchaser, the following obligations of Seller shall be conditions precedent to Purchaser's obligation to complete Closing: (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; (iii) Seller's performance and completion of the Seller's Site Delivery Requirements; and (iv) at the Closing, Seller has tendered to Purchaser the Deed and the other closing deliverables required hereunder.

ARTICLE IV. CONDITION OF PROPERTY AND DUE DILIGENCE

Section 4.1 Condition of Property.

Section 4.1.1. Purchaser Acknowledgement. Purchaser acknowledges that Purchaser is relying solely on the results of Purchaser's inspections and evaluation of the Property, provided for herein, rather than any representation of Seller or Seller's agents, officers, or employees in connection with Purchaser's negotiations with Seller.

Section 4.1.2. Seller's Disclaimer. Except for Seller's representations and warranties set forth in Section 5.2 of this Agreement and any specific warranties included in the closing documents delivered by Seller at Closing, and Seller's completion of the Seller Site Delivery Requirements as provided for in this Agreement:

THE PROPERTY IS BEING SOLD IN "AS IS/WHERE IS" CONDITION WITH ALL FAULTS, LATENT AND PATENT. SELLER HEREBY DISCLAIMS ANY AND ALL WARRANTIES EXPRESS OR IMPLIED RELATIVE TO THE PROPERTY OR ANY PORTION THEREOF INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE; ANY WARRANTIES OR REPRESENTATIONS WITH RESPECT TO SITE CONDITIONS AS OF THE EFFECTIVE DATE AND THE CLOSING DATE; AND THE POTENTIAL

LIABILITIES UNDER OR WITH RESPECT TO ANY FEDERAL, STATE OR LOCAL ENVIRONMENTAL LAW OR REGULATION, ALL OF WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED BY SELLER. BY CLOSING ON THE PROPERTY, PURCHASER ACKNOWLEDGES THAT PURCHASER HAS HAD ADEQUATE OPPORTUNITY TO INSPECT, REVIEW AND CONSIDER ALL MATTERS AFFECTING THE USE, AND OWNERSHIP OF THE PROPERTY AND THAT THE CONVEYANCE OF SAME IS WITHOUT RECOURSE TO SELLER.

Section 4.1.3. Restriction on Additional Seller Contracts. During the period this Agreement is in force and effect, Seller shall not enter into any new agreements with respect to the Property or suffer the Property to be encumbered in any way without Purchaser's prior written consent, which may be granted or withheld in Purchaser's sole discretion.

Section 4.1.4. Additional Seller Covenants. During the period this Agreement is in force and effect, Seller further covenants that, upon receipt of any knowledge or notice of any threatened or pending (a) condemnation or conveyance of any interest in the Property in lieu of condemnation, (b) zoning change, (c) special assessment, (d) lien, (e) claim, or (f) encumbrance that may affect the Property, or its development, Seller shall promptly notify Purchaser thereof.

Section 4.2 Due Diligence Period.

Section 4.2.1. Due Diligence Documents. Within ten (10) business days following the Effective Date 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, those documents listed in Exhibit D, and any additional documents that Purchaser may consider pertinent (the "**Due Diligence Documents**"). Within thirty (30) days prior to the expiration of the Due Diligence Period, the Seller shall provide floodplain maps, preliminary construction drawings, or other documentation satisfactory to Purchaser that establish that after completion of the Intersection Improvements (as defined in Section 6.2.2. below), the public road access to the Property at Friedens Road is not anticipated to flood during a 500-year flood event (i.e. impede vehicular access to the Property in such a flood event), and Seller shall also provide any as-built plans for the existing infrastructure adjacent to and within the Property including, but not limited to, the City's existing triple 60" storm system and any plans for any proposed extension thereof.

Section 4.2.2. Title Insurance. Within Thirty (30) days of the Effective Date (which time may be extended as required by the Title Company) Purchaser, at Purchaser's sole expense, shall obtain a current commitment for title insurance (a "**Title Commitment**") in the amount of the Purchase Price, and final policy thereafter (the "**Title Policy**"), which Title Commitment and Title Policy shall be issued by the Title Company as the underwriter, each in a form and substance reasonably acceptable to Purchaser, wherein the Title Company shall agree to insure the title in the condition required hereunder and showing merchantable title subject only to Permitted Exceptions (as defined below). Any endorsements requested by Purchaser shall be at Purchaser's expense. As used herein, "**Permitted Exceptions**" shall mean: (a) all taxes and special assessments credited to Purchaser at Closing; (b) building and building line, use, and occupancy restrictions, conditions and covenants of record; (c) zoning laws and ordinances; (d) easements for the use of public utilities; (e) public roads and highways; (f) drainage ditches, feeders and laterals;

and (g) only those matters of record that Purchaser fails to object to or is deemed to have waived objections to pursuant to this Section 4.2.2. None of these exceptions shall be considered Permitted Exceptions if they are violated by existing improvements or the present use of the Property, do not affect the Property, or are no longer in force or effect. Purchaser shall, on or before the date which is forty-five (45) days following receipt of (a) the Title Commitment and copies of all exception documents referenced therein, or (b) the Survey, whichever date is later, provide Seller with any written objections to any condition of title as set forth in the Title Commitment and/or Survey Problem (as defined below) that is not satisfactory to Purchaser in Purchaser's sole discretion (the "Objections"). Seller shall thereafter have the right but not the obligation to cure any and/or all such Objections and to give written notice to Purchaser of Seller's election to cure any such Objections within ten (10) days after receipt of Purchaser's Objections (the "Seller Response Period"). If Seller fails to provide a written response electing to cure or not cure any of Purchaser's Objections prior to the expiration of the Seller Response Period, Seller shall be deemed to have elected not to cure any such Objections. As to any Objections that Seller elects to cure, Seller shall thereafter use its best efforts to cure such Objections on or before the Closing Date. In the event that Seller elects or is deemed to have elected not to cure any Objections within the Seller Response Period, then Purchaser may either: (i) terminate this Agreement by written notice to Seller delivered within thirty (30) days following Seller's notification that it elects not to cure any Objections and thereafter Purchaser may recover the entire Earnest Money as its sole and exclusive remedy; or (ii) waive such Objections and proceed to Closing. In the event that Seller elects to cure any Objection but Seller fails or is unable to cure any such Objections on or before the Closing Date, then Purchaser may in its sole and absolute discretion elect to: (i) terminate this Agreement and recover the entire Earnest Money and all expenses incurred by Purchaser in connection herewith, (ii) waive such Objections and proceed to Closing, or (iii) cure such Objections on its own accord in which case any amounts expended therefor shall be credited against the Purchase Price payable by Purchaser. If Purchaser does not terminate this Agreement within the time periods set forth herein, Purchaser shall be deemed to have waived Purchaser's Objections. If Purchaser terminates this Agreement in accordance with this Section 4.2.2, Seller shall immediately direct the Title Company to return all Earnest Money to Purchaser and neither party shall have any further rights or obligations hereunder or otherwise and this Purchase Agreement shall be deemed terminated.

Notwithstanding anything herein to the contrary, Seller shall be obligated to cure or satisfy all liens, judgments and assessments on the Property and remove from the public records any mortgage, security interest or other monetary encumbrance affecting or encumbering the Property and which can be satisfied by monetary payment otherwise at or prior to Closing, and failing the same, Purchaser shall be entitled to pay for and release such items and any amounts expended therefor shall be credited against the Purchase Price. Furthermore, at Closing, Seller shall deliver the Title Company standard Owner's Affidavit or similar document that will be sufficient to cause the Title Company to remove the so-called standard exceptions from the Purchaser's Title Policy, with the exception of the survey exception. In addition, with respect to any exception(s) first appearing on the Title Commitment and/or Survey or any update thereto after the effective date of the Title Commitment and/or Survey obtained by Purchaser pursuant to this Section and Section 4.2.3 below, such additional exception(s) shall not be deemed to be a "Permitted Exception" hereunder unless and until Purchaser has reviewed same and approved same in writing. Seller shall also remove all encumbrances that are placed on the Property by Seller after the Effective

Date, except for any such encumbrances contemplated by this Agreement and to which Seller has consented in writing, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 4.2.3. Survey. Within sixty (60) days after the Effective Date, Purchaser, at Purchaser's sole cost and expense, shall obtain the Survey to determine the definitive area of the Property to be purchased and sold pursuant to this Agreement and to assure that there are no defects, encroachments, overlaps, boundary line or acreage disputes, or other such matters, that would be disclosed by a survey (each a "**Survey Problem**"). Purchaser shall provide a copy of the Survey to Seller. The Survey shall be prepared in accordance with the 2026 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys by a licensed surveyor and such additional Table A requirements as Purchaser shall require and shall in all other respects be satisfactory to Purchaser. Any objections to Survey Problems by Purchaser shall be handled as part of the objection process set forth in Section 4.2.2 above.

Section 4.2.4. Entry and Investigations. During the Due Diligence Period, Purchaser and its employees, representatives and agents shall have the right to enter upon the Property and all portions thereof, for the purpose of inspecting all aspects of the Property, at Purchaser's cost and expense, to review any records and documents delivered or required to be delivered by Seller under this Agreement or to obtain and review third party records pertaining to the Property, to make such inspections, studies, and tests of the Property which Purchaser deems necessary or advisable during normal business hours, including without limitation environmental site assessments, soil borings, and sampling for laboratory analysis to search for possible contaminants. 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. Purchaser shall also take such steps during the Due Diligence Period to confirm adequate utility services, including telecommunications facilities, are available to the Property to serve the Project or may be extended or otherwise provided at a cost acceptable to Purchaser.

Section 4.2.5. Indemnification. Purchaser shall indemnify and hold harmless Seller from and against any and all claims, damages or losses (including attorneys' fees), upon Seller and its officials, employees, and attorneys (including any mechanic's liens or claims thereof that may be filed or asserted against the Property or Seller by anyone performing such work or inspection or entering the Property on behalf of Purchaser) or of any other person which arise from or relate to such inspections, studies and tests made by or on behalf of Purchaser. Purchaser shall promptly repair any damage caused by Purchaser or Purchaser's agents to the Property to its condition as of the Effective Date if Closing does not occur upon demand by Seller, and if Purchaser does not initiate any such repairs within fifteen (15) days after Seller's notice, then Seller shall have the right, but not the obligation, to perform such repairs and recover any costs incurred from Purchaser.

Section 4.2.6. Purchaser's Due Diligence Period Termination Option. As a result of Purchaser's investigations of the Property during the Due Diligence 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 Due Diligence Period. In such event, Seller shall immediately direct the Title Company to return all Earnest Money to Purchaser and 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, reasonable wear and tear excepted.

Section 4.3 Approval Period.

Section 4.3.1. Zoning, Platting, and Other Approvals. Within the first forty-five (45) days of the Approval Period, Purchaser shall use reasonable efforts to verify or submit complete applications to the City, and any other governmental entity having jurisdiction over the Project as may be required, for all necessary or required Zoning Approvals. Purchaser shall diligently pursue all applications for Approvals, including without limitation responding to comments or requests for additional submittals as soon as is reasonably practicable, and in any event, Purchaser shall use reasonable efforts to obtain all required Approvals by the expiration of the Approval Period. Such Approvals shall include all necessary approvals to make the Property a separate legal parcel of land or a set of subdivided legal parcels. Purchaser and Seller acknowledge that they each shall fully and reasonably collaborate on all Approvals, however, Purchaser acknowledges that any Zoning Approvals must be approved by action of the City's governing body, and the exercise of legislative discretion by any member of the City's governing body cannot be restricted by this Agreement, so the outcome of any such approval is not guaranteed. If any of the Approvals have not been satisfied or obtained by the expiration of the Approval Period, but are under review or pending approval by the appropriate authority, the Approval Period shall automatically be extended for up to three (3) additional thirty (30) day periods until such approvals have been obtained. Any terms and conditions associated with the Approvals or any other restrictions or requirements impacting the Property shall be acceptable to Purchaser, in Purchaser's sole discretion.

Section 4.3.2. Entry Upon Written Request. If Purchaser determines during the Approval Period that any additional entry onto the Property is necessary to conduct inspections or testing, Purchaser may reactivate its rights of entry provided by Section 4.2(d) above, with the same terms and conditions to apply.

Section 4.3.3. Purchaser's Approval Period Termination Option. If Purchaser is ultimately unsuccessful in verifying and obtaining all necessary or required Approvals for the Property on terms and conditions acceptable to Purchaser, in Purchaser's sole discretion, during the Approval Period, as may be extended, or if Seller fails to provide the deliverables required under this Agreement to be furnished and/or completed prior to the expiration of the Approval 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 Approval 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 timely notification of its intent to terminate this Agreement prior to the expiration of the Approval Period, as may be extended, Purchaser is obligated to proceed to Closing on the Property no later than the Closing Date as provided herein.

ARTICLE V.
PARTIES' REPRESENTATIONS AND WARRANTIES

Section 5.1 **Representations of Purchaser.** Purchaser hereby represents and warrants to Seller as follows:

- (1) Purchaser is a corporation duly organized, validly existing and in good standing under the Laws of the State of Michigan.
- (2) 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.
- (3) To the best of Purchaser's knowledge, there is no pending or threatened proceeding as of the date of this Agreement, that challenges, or that may have the effect of preventing, delaying, making illegal, or otherwise interfering with Purchaser's undertaking of Purchaser's obligations under this Agreement or the consummation by Purchaser of the transactions contemplated by this Agreement.
- (4) 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.
- (5) Purchaser 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 Purchaser's duties, responsibilities, and representations hereunder.

Section 5.2 **Representations of Seller.** Seller hereby represents and warrants to Purchaser as of the Effective Date as follows:

- (1) 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, except for the governing body of the Seller, needed to authorize Seller to sign this Agreement and to consummate the transactions contemplated hereunder.
- (2) 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.

- (3) 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.
- (4) To the best of Seller's knowledge, there exists no pending action, suit, or proceeding (or threat thereof) against Seller or affecting the Property which could in any manner inhibit the transactions contemplated in this Agreement or otherwise have an impact on the Property.
- (5) 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.
- (6) To the best of Seller's knowledge, the information provided to Purchaser as referenced in each of the documents listed on Exhibit D attached hereto is not false or misleading in any material respect, except that this representation and warranty shall not apply to (a) information regarding Property conditions and/or other information contained in each such document that was developed by a Third Party and provided to the City, or (b) any changes in conditions of the Property since the creation or other effective date of each such document.
- (7) There are no lawsuits, condemnation proceedings, administrative proceedings or environmental investigations, pending or, to the best of Seller's knowledge, threatened, affecting the Property or Seller's ability to convey same and there are no special assessments, charges or other obligations or improvements affecting the Property.
- (8) There are no parties in possession of any portion of the Property as lessees, licensees, tenants at sufferance or trespassers and there are no other occupancy agreements or other contracts, written or oral, express or implied, with respect to the Property.
- (9) Seller has not entered into any commitments or agreements with any governmental authorities or agencies affecting the Property except for agreements that have been disclosed in writing to Purchaser or identified in the Permitted Exceptions.
- (10) Performance of this Agreement will not result in any breach of, or constitute any default under, or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property might be bound.
- (11) Except as expressly mentioned in this Agreement or as may be imposed by the Permitted Exceptions, there is no agreement affecting or restricting the Property, including its usage and development.

If at any time Purchaser determines that any of the representations and warranties set forth above are incorrect or untrue or in the event that Seller fails to perform any of the covenants contained in this Agreement, then, in such event, and notwithstanding anything contained herein to the contrary, Purchaser shall have the rights and remedies set forth in Section 7.2. Further, each of Seller's representations and warranties contained in this Section 5.2 shall be true and correct upon the execution of this Agreement and shall be deemed to be remade on and as of the Closing Date and shall survive the Closing hereunder, except to the extent such representations are expressly limited herein.

ARTICLE VI. THE PROJECT

Section 6.1 Commitments and Subsequent Undertakings by Purchaser.

Section 6.1.1. Construction of the Project. After successful Closing, Purchaser shall use commercially reasonable efforts to initiate Phase I of the Project, which shall consist of a minimum of 200 residential units for such use and design that is consistent with the plans used to obtain approvals for the Project during the Approval Period, and shall diligently pursue construction of the Project through completion, in compliance with the Applicable Regulations. This shall include Purchaser beginning physical construction activities on Phase I of the Project (the "**Commencement of Construction**") no later than the date defined as follows (the "**Commencement of Construction Deadline**"): one hundred eighty (180) days following the later of (a) Seller's completion of the construction of the Intersection Improvements (defined in Section 6.2.2. below), which shall be confirmed by Seller providing to Purchaser a copy of the notice of final acceptance of the improvements issued pursuant to the terms of the contract for construction of the Intersection Improvements; or (b) substantial completion of the public street and storm sewer improvements to be constructed as part of the Public Street Improvements (defined in Section 6.2.2. below), which shall be confirmed by Seller delivering a certificate of substantial completion to Purchaser executed by the City Engineer; provided that sidewalks and other streetscape elements shall not be included within the scope of such substantial completion determination. If Purchaser fails to satisfy the requirements for Commencement of Construction by the Commencement of Construction Deadline, then Seller shall have a right to repurchase the Property from Purchaser for the Purchase Price, with any liens outstanding on the Property to be paid or otherwise satisfied from the repurchase proceeds, thereby reducing the repurchase proceeds due to the Purchaser. Seller may exercise the right of repurchase set forth in this Subsection 6.1.1. by providing written notice to the Purchaser within sixty-one (61) days after the Commencement of Construction Deadline. Said notice shall include the closing date for the repurchase, which shall be within thirty (30) days of issuance of said notice; provided, however, if Purchaser achieves the Commencement of Construction prior to the proposed closing date for the repurchase by Seller, then Seller's exercise of such repurchase option shall be deemed revoked, null and void.

Section 6.1.2. Compliance with Applicable Regulations. To the full extent that any Applicable Regulation applies to any aspect of occupancy of the Property or the construction of the Project, the Purchaser covenants and agrees to take all such actions as are necessary to comply with such Applicable Regulation; and the Purchaser, the Property, and the Project shall each be

subject to all lawful inspections; and the Purchaser shall perform all such necessary acts as are required by Applicable Regulations.

Section 6.1.3. Completion Deadline. In the event Purchaser has not completed construction of Phase I of the Project, as described in Section 6.1.1. above, within thirty-six (36) months following the Commencement of Construction Deadline, Purchaser shall schedule a meeting with the appropriate Seller representatives to present a new timeline for completion of construction of Phase I of the Project in light of the delays encountered by Purchaser, which new timeline shall be approved by Seller, such approval not to be unreasonably withheld, conditioned or delayed.

Section 6.1.4. Project Configuration to Include Stub Road. Purchaser agrees to design and construct its development of the Property to fully accommodate the Seller's construction, at Seller's cost, of a stub road connecting the northern and southern boundaries of the Property to provide connectivity to adjacent parcels of land, in the manner depicted in the preliminary plan attached as Exhibit C hereto or as otherwise agreed by the Parties, within right-of-way that the Purchaser shall dedicate to the Seller at no cost to the Seller. The stub road shall be located and engineered in a manner reasonably acceptable to Seller and Purchaser and sufficient to allow extension and connection into any future development of the properties to the north and south. Seller and Purchaser shall agree upon the precise location for the stub road prior to the expiration of the Due Diligence Period. Purchaser acknowledges that such connection is intended to provide adjacent properties access to the traffic signal located at the entrance of Purchaser's project, and Purchaser shall not unreasonably withhold, delay, or condition such access.

Section 6.1.5. Funding Contribution for Public Improvements. Purchaser shall provide funding contributions to Seller at such times and in such amounts as are set forth in Section 6.2.3 below, to be applied to Seller's total costs incurred in planning and construction of the Public Improvements (as defined in Section 6.2.2 below).

Section 6.1.6. Site Plan for Katy Trail Relocation. The parties have cooperatively developed an engineered preliminary plan depicting a relocated alignment for the Katy Trail and easement area, which is attached as Exhibit C hereto and incorporated herein by reference. The Parties acknowledge that (a) this preliminary plan shall only be for purposes of the Katy Trail relocation and street construction and shall not be required to include the final locations of any improvements planned by Purchaser; and (b) that such plan, as may be amended by mutual agreement of the Parties, is anticipated to be a part of Seller's submission to the Missouri Department of Natural Resources for a permit to relocate the trail, which will encumber the final corridor for the relocated trail in perpetuity.

Section 6.2 Seller Commitments with Respect to Project. With respect to the Property and the Project and subject to Closing, Seller agrees to use commercially reasonable efforts consistent with Applicable Regulations to fulfill the obligations set forth within this Section 6.2 within the time periods set forth herein.

Section 6.2.1. Seller Site Delivery. The Seller shall complete the following site improvements to the Property (collectively, the “Seller Site Delivery Requirements”) no later than the end of the Approval Period:

- (1) installing erosion control (e.g. sediment control, temp seeding);
- (2) tree clearing/grubbing/stump removal;
- (3) removal of topsoil;
- (4) installing gravel access drive;
- (5) relocating the Katy Trail consistent with the alignment as depicted in the Concept Plan attached as Exhibit B hereto and the preliminary plan attached as Exhibit C hereto; provided, however, that the Seller’s final completion of such realignment is contingent upon the Seller securing an amendment to its agreement with the State of Missouri, Department of Natural Resources (“DNR”), or a new agreement, permitting the final alignment, including without limitation securing approval from DNR for any new public and private crossings of the realigned trail and approval for any temporary disruption to the existing trail during construction, all to be consistent with the existing agreement between the Seller and DNR approved by City Ordinance No. 21-059 (collectively, the “Katy Trail Agreement”), and such Katy Trail Agreement shall be agreed upon by Seller and DNR prior to the expiration of the Due Diligence Period. Seller shall diligently and in good faith pursue the Katy Trail Agreement prior to the expiration of the Due Diligence Period pursuant to a realignment plan for Katy Trail that has been approved by Purchaser. If Seller has been unable to secure the Katy Trail Agreement prior to the expiration of the Due Diligence Period, the Due Diligence Period shall be automatically extended for up to three (3) successive periods of thirty (30) days each. Within the final fifteen (15) days of the third extension period, the parties shall each make their principal officers available to meet and confer regarding the status and other potential solutions, including without limitation consideration of an amendment to this Agreement, but in the absence of any express, written agreement, the Due Diligence Period shall not be further extended;
- (6) earthwork including necessary cut/fill, removal of unsuitable material, and providing imported engineered fill material to mass grade the site to a minimum of 2 foot above the 500-year floodplain elevation(s) for the building pads and a minimum of the 500-year floodplain elevation(s) for the parking areas or other pre-determined elevations agreed to by Purchaser and Seller; provided, however, that the Seller’s final completion of this earthwork is contingent upon all lots that will comprise the Property successfully obtaining a Letter of Map Revision-Based on Fill for the final elevations;
- (7) provide Purchaser with soil compaction testing results at reasonable intervals for the fill placed to raise the site to such elevations;

- (8) coordination with Purchaser to accommodate Purchaser's grading plan and retaining walls that are part of Purchaser's plan; and
- (9) complete the extension of the existing triple 60" storm system discharging on the property southeastward, completely through and offsite discharging to the existing slough as part of the delivery of the site with a route/design approved by Purchaser so as not to interfere with the Purchaser's site plan/buildings (with storm sewer easement prepared and recorded by the Seller with Purchaser's approval of the storm sewer route/easement location).

Purchaser shall have the right to inspect and review the Seller Site Delivery Requirements to confirm that such requirements, and any reports and/or results required to be provided to Purchaser hereunder, have been completed to Purchaser's reasonable satisfaction and that any such reports and/or results shall not impede, restrict, or otherwise adversely affect Purchaser's proposed plans for the Property. In the event that Purchaser is not satisfied with the Seller Site Delivery Requirements, Purchaser shall have the right to terminate this Agreement upon written notice to Seller and recover the entire Earnest Money and neither party shall have any further rights or obligations hereunder or otherwise.

If any of the engineering, construction, or related approvals, described in Sections 4.2.1., 6.2.1., or 6.2.2., have not been completed by the expiration of the respective period of time provided for completion (a "**Deadline**"), but such item is under review, pending approval by the appropriate authority, or under active construction with substantial progress being made toward completion, then Seller may extend the respective Deadline for up to three (3) additional thirty (30) day periods by written notice to Purchaser no later than five (5) business days prior to the expiration of the then-current Deadline, in which case the Due Diligence Period, Approvals Period, Closing Date and any other applicable deadlines in this Agreement that have not already passed at the time in question shall be extended for a like period of time; provided, however, in no event shall Seller be permitted to extend a Deadline if doing so would result in the Closing Date falling on a date that is later than the Outside Closing Date.

Section 6.2.2. Public Improvements. Seller shall pursue completion of the following public improvements (collectively, the "**Public Improvements**") within eighteen (18) months after Closing:

- (1) Design and construct the conversion of the "Green T" 3-legged intersection at Friedens Rd. and River Rd. into a 4-legged signalized intersection providing a full-access curb cut into and out of the Property (the "**Intersection Improvements**"). The Seller shall coordinate with Purchaser throughout the design and construction of the Intersection Improvements and the Purchaser shall have the right to review and comment on the design of the Intersection Improvements.
- (2) Design and construct the segment of street shown in orange on the Concept Plan in Exhibit B (the "**Public Street Improvements**"). The Seller shall coordinate with Purchaser throughout the design and construction of the Public Street Improvements, which shall be generally consistent with the preliminary plan,

typical section, and/or details provided in Exhibit C attached hereto. The Purchaser shall have the right to review and comment on the design of the Public Street Improvements including, but not limited to: the selection/specification of the street lights, street trees, landscaping, street furniture, signage, etc. and design elements such as the horizontal and vertical alignment, the horizontal dimensions of the street cross section including parallel parking, sidewalks, water main, other underground utilities/infrastructure, the grading/vertical elevations of the street, etc. Notwithstanding the foregoing, Seller may delay completion of the sidewalks and other streetscape elements to be included as part of the Public Street Improvements beyond the time frame stated above if the City Engineer determines there is a need to coordinate with Purchaser's construction activities to avoid damaging newly installed facilities or incurring excessive maintenance costs within the public right-of-way to be dedicated by Purchaser, but Seller shall in any event complete all such improvements before the first issuance of a certificate of occupancy to Purchaser, unless Purchaser agrees to a longer period.

- (3) Prior to the expiration of the Approval Period, Purchaser and Seller shall agree upon the form of a Post-Closing Development Agreement pertaining to an updated, more detailed plan for the Public Improvements to be executed by the parties at Closing.

Section 6.2.3. Funding of Public Improvements. The Seller shall facilitate any necessary submissions, documentation, management, and coordination necessary from design through acceptance for MoDOT (and St. Charles County, if applicable) to pay the maximum portion possible for each of the Public Improvements, but in no event shall the MoDOT portion be less than fifty percent (50%), with the remaining costs for such improvements being split evenly between the Seller and the Purchaser; however, the Purchaser's contribution amount shall not exceed \$250,000 for the Intersection Improvements and \$300,000 for the Public Street Improvements. Each of Purchaser's funding contributions shall be paid to the Seller within ten (10) days of Seller's award of a contract for construction for the corresponding project, provided that Seller shall notify Purchaser in writing of the issuance of such contract award. In the event that the funding limits of Purchaser shall be reached or are anticipated to be reached, the Parties shall meet and confer in good faith to reduce the scope of the project(s) as necessary to avoid the City becoming liable for greater than half of the costs for each project remaining after federal, state, and county funding is accounted for. Following such meeting, or if Purchaser refuses to participate in such meeting after being provided a reasonable opportunity, the City shall have the right, in its sole discretion, to reduce the scope of the project(s) as needed to remain within the total budgeted funds, unless Purchaser shall provide additional funding so that the remaining costs for the improvements, after funding from other sources is applied, shall continue to be split evenly between Seller and Purchaser.

Section 6.2.4. Utilities. Purchaser shall conduct such investigations as it determines are necessary during the Due Diligence Period to confirm that adequate water, sanitary sewer, stormwater outlet(s), electric, gas, and fiber optics are available at the Property for Purchaser's proposed development, all acceptable to Purchaser. Purchaser intends to install sanitary sewer, water main, and underground electric within and/or adjacent to the Property at the minimum size/capacity required to serve the Project. If, prior to the expiration of the Approval Period, the

City elects to have the water, sanitary sewer, and/or underground electric extensions serve the site to the south of the Property, the City shall be responsible for the cost associated with any pipe or duct bank upsizing, which shall be documented in a separate contract before work on such upsized facilities begins.

Section 6.2.5. Limited City Sales Tax Rebate.

Section 6.2.5.1. Undertakings by City; Limitations. In consideration of the foregoing undertakings and covenants of the Purchaser, the City shall pay to the Purchaser in accordance with Section 6.2.5.2. of this Agreement, an amount equal to the revenue verified by the City as provided in Section 6.2.5.2. of this Agreement as actually paid by the Purchaser or by a contractor or sub-contractor on behalf of the Purchaser, during the period beginning on the Closing Date and ending when a final certificate of occupancy is issued for the Project, for completion of the Project which was generated by the levy of the City Sales Tax on purchases, but only from vendors or suppliers having a physical business location within the City, by the Purchaser or by a contractor or sub-contractor on behalf of the Purchaser of tangible materials and personal property actually incorporated into or consumed in the construction of the Project, and actually received by the City; provided that, any excess re-saleable tangible personal property or materials which were purchased for the Project by the Purchaser or by a contractor or sub-contractor on the Purchaser's behalf but which were not incorporated into or consumed in the construction of the Project shall either be returned to the supplier for credit or the appropriate sales tax on such excess property or materials shall be reported on a return and paid by such contractor and shall be deducted from the amounts due from the City as applicable; and provided further that notwithstanding anything in this Agreement to the contrary, the parties hereto acknowledge that provision for amounts constituting any portion of the payments made or to be made pursuant to this Section 6.2.5.1. which extend for any reason beyond the 2026 calendar year shall be subject to annual appropriation by the City Council of the City.

Section 6.2.5.2. Frequency of Payments; Application and Verification Required; Company Cooperation. Payments as set forth in Section 6.2.5.1. of this Agreement shall be made, as applicable, subject to annual appropriation, by the City and in no event more frequently than quarterly and upon written application by the Purchaser, together with submittal by the Purchaser of accompanying receipts and documentation as or similar to that required by Sections 144.635 and 144.640 of the Revised Statutes of Missouri, as amended, and reasonably sufficient in content and detail (in the sole judgment of the City) to permit the applicable officer of the City to reasonably verify the City Sales Tax amounts actually paid by the Purchaser or by a contractor or sub-contractor on behalf of the Purchaser for purchases, of tangible materials and personal property actually incorporated into or consumed in the construction of the Project during the period provided in Section 6.2.5.1. of this Agreement for the completion of the Project. The Purchaser shall additionally cooperate with the City in promptly providing upon request by the City such records and similar documentation prepared or maintained by the Purchaser, its contractors, and sub-contractors in connection with the Project which the City may reasonably require to verify compliance with the terms of Section 6.2.5.1. of this Agreement.

Section 6.3 Cooperation. The Parties shall act in good faith to review, revise (if necessary), and mutually approve the Legal Description(s) on or before the Closing Date and to execute

ministerial documents that may be necessary to fulfill the terms of this Agreement. In addition, Seller shall cooperate with Purchaser in its application for the permits and/or approvals necessary for the Project and any other reasonable request by Purchaser to facilitate the Project. Seller shall also execute any zoning, land use, or incentive application Purchaser submits while Seller owns the Property, and Seller shall designate one or more representatives to attend any public meetings or hearings requested by Purchaser. Notwithstanding the foregoing or any other provision of this Agreement, however, Purchaser acknowledges that the Seller makes no representations regarding and is not obligated to enact any Ordinance or Resolution regarding permits or approvals related to the foregoing.

Section 6.4 Memorandum of Agreement. Upon expiration of the Approval Period, unless this Agreement is terminated, the Parties shall execute, and the Seller may record, a Memorandum of Agreement identifying the existence of this Agreement in a form provided by the Seller, with the form subject to the Purchaser's approval, such approval not to be withheld unreasonably. After fulfillment of all of the Purchaser's obligations under this Agreement, the Seller shall file a release of such memorandum upon request of the Purchaser.

ARTICLE VII. DEFAULT; REMEDIES; INDEMNIFICATION

Section 7.1 Purchaser's Default; Seller's Remedy. If the Purchaser fails to terminate this Agreement as permitted herein and thereafter fails to close on the purchase of the Property, due to Purchaser's material default under the Agreement, and provided that the Seller is not otherwise in material default of this Agreement, then Seller shall be entitled to the full amount of the Earnest Money, as liquidated damages, as Seller's sole and exclusive remedy, and upon payment to Seller of such amount, this Agreement and all rights and obligations of the parties shall terminate. The parties agree that it would be impracticable and extremely difficult to ascertain the actual damages suffered by Seller as a result of Purchaser's failure to complete the purchase of the Property and that under the circumstances existing as of the date of this Agreement, the liquidated damages provided for in this Section represents a reasonable estimate of the damages which Seller will incur as a result of such failure. The parties acknowledge that the payment of such liquidated damages is not intended as a forfeiture or penalty but is intended to constitute liquidated damages to Seller.

Section 7.2 Seller's Default; Purchaser's Remedy. In the event Seller fails to timely perform any material act, or provide any material document or information required to be provided by Seller, or in the event any representation or warranty made by Seller pursuant to this Agreement is untrue when made, then Purchaser shall be entitled to take either of the following two (2) actions as its sole and exclusive remedy: (i) terminate this Agreement and demand a refund of the Earnest Money and recover Purchaser's actual, out of pocket costs and expenses incurred in connection with the transaction contemplated by this Agreement, with such recovery for costs and expenses not to exceed one hundred fifty thousand dollars (\$150,000.00); or (ii) seek specific performance of this Agreement.

Section 7.3 Attorney's Fees. The prevailing party in any legal proceeding brought by a party to enforce the terms of this Agreement shall be entitled to recover court costs, reasonable attorneys' fees and all other litigation expenses from the non-prevailing party.

Section 7.4 Post-Closing Default; Remedies. After Closing, if either Party defaults in the performance of any of such Party's obligations under this Agreement that survive Closing, which default continues for fifteen (15) days after such defaulting Party's receipt of notice thereof from the non-defaulting Party, then the non-defaulting Party shall be entitled to all rights or remedies at law or in equity, including seeking specific performance and/or actual damages, none of which remedies shall be exclusive; *provided that* (a) neither Party shall have the right to terminate this Agreement, (b) neither Party shall be entitled to pursue any claim against the other for any default which it had actual knowledge of prior to Closing, and/or (c) neither Party shall be entitled to recover from the other Party any consequential, special, speculative, punitive or exemplary damages. For purposes of clarification, the remedies under this Section 7.4 shall only apply with respect to a default of a Party's obligations that arise under this Agreement after Closing, and in no event shall this Section 7.4 apply with respect to any default by a Party prior to Closing as such defaults are to be handled pursuant to Section 7.1 and Section 7.2, as applicable.

Section 7.5 Indemnification. Except for the negligence of Purchaser or of any of Purchaser's agents or assigns, Seller shall indemnify, defend, and hold Purchaser harmless from and in respect to any claims asserted by claimants other than Purchaser, or any entity related to Purchaser, that are attributable to events occurring on the Property on or before the date of Closing, and in no event shall Purchaser assume any liability of Seller for such claims; provided, however, that this provision shall not apply to any claims related to entry onto or inspections of the Property by Purchaser or Purchaser's agents or contractors. The parties acknowledge that this is not a sale of a business nor shall Purchaser be deemed a successor entity of Seller. Except for the negligence of Seller or of any of Seller's agents or assigns, Purchaser shall indemnify, defend, and hold Seller harmless from and in respect to any claims asserted by claimants other than Seller, or any entity related to Seller, that are attributable to events occurring on the Property after the date of Closing, and in no event shall Seller assume any liability of Purchaser for such claims.

ARTICLE VIII. MISCELLANEOUS PROVISIONS

Section 8.1 Term of Agreement. Unless previously terminated, this Agreement shall continue in force until the earlier of: (i) the date which is Ten (10) years following the Effective Date; or (ii) completion of the Project on the Property and the issuance by the City of a certificate of occupancy therefor. Unless otherwise provided herein, the indemnity obligations referenced in this Agreement shall survive Closing or the termination of this Agreement, and the representations and warranties contained in this Agreement will not merge with the Deed and shall survive Closing.

Section 8.2 Notices. Whenever notice or other communication is called for in this Agreement to be given or is otherwise given, such notice shall be in writing addressed to the addressees at the addresses set forth below, and transmitted by any of the following means: (a) personal service; (b) overnight courier; (c) registered or certified United States mail, return receipt requested; or (d) email (pdf) transmission during normal business hours (i.e., 8:00 a.m. to 6:00 p.m., Monday through Friday), if such transmission is immediately followed by any of the other methods for giving notice:

If to Seller: City of Saint Charles, Missouri
200 N. Second Street
Saint Charles, Missouri 63301
Attention: City Administrator
Telephone: (636) 949-3262
Email: lawrence.dobrosky@stcharlescitymo.gov

with a copy to:

Holly Magdziarz,
City Attorney
200 N. Second Street
Saint Charles, Missouri 63301
Telephone: (636) 949-3262
Email: holly.magdziarz@stcharlescitymo.gov

Cunningham, Vogel & Rost, P.C.
3660 S. Geyer Road, Suite 340
St. Louis, Missouri 63127
Attention: Greg Dohrman, Esq.
Telephone: (314) 446-0800
Email: greg@municipalfirm.com

If to Purchaser: Edward Rose Properties, Inc.
11611 North Meridian Street, Suite 800
Carmel, Indiana 46032
Attention: Mike Gorman
Telephone: (317) 557-2951
Email: mike_gorman@edwardrose.com

with a copy to:

Edward Rose Properties, Inc.
38525 Woodward Ave., P.O. Box 2011
Bloomfield Hills, Michigan 48303-2011
Attention: Robert Schrader
Telephone: (248) 686-5510
Email: robert_schrader@edwardrose.com

And:

Honigman LLP
650 Trade Centre Way, Suite 200
Kalamazoo, Michigan 49002-0402
Attention: Steven J. Rypma
Telephone: (269) 337-7842

Email: srypma@honigman.com

or to such other persons as the Parties may designate in writing from time to time in accordance with this Section 8.2 and all said notices shall be deemed given, as applicable, (a) upon hand delivery, (b) upon delivery by overnight courier, (c) upon delivery by the United States mail, or (d) upon delivery by email (pdf) transmission.

Section 8.3 Further Assistance. Seller and Purchaser each agree to take such actions and execute such documents and instruments as may be reasonably necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

Section 8.4 Survival; Severability. Any provisions of this Agreement that by their terms provide for or contemplate obligations or duties of the Parties that are to extend beyond the expiration or termination of this Agreement (and the corresponding rights of the other Party to enforce or receive the benefit of such obligations or duties) shall survive such expiration or termination of this Agreement for any reason. The provisions of this Agreement shall be deemed severable. If any word, phrase, term, sentence, paragraph, or other portion of this Agreement shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected by such partial invalidity, and each remaining word, phrase, term, sentence, paragraph covenant, or other portion of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Section 8.5 Headings; No Presumption; Agreement Preparation. The headings and captions of this Agreement are for convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement of any provision thereof and shall in no way be deemed to explain, modify, amplify or aid in the interpretation or construction of the provisions of this Agreement. The Parties and their respective attorneys have had full opportunity to review and participate in the drafting of the final form of this Agreement and all documents attached as exhibits and schedules. This Agreement shall be construed without regard to any presumption or other rule of construction whereby ambiguities within this Agreement or such other document would be construed or interpreted against the Party causing the document to be drafted. The Parties each further represent that the terms of this Agreement and the documents attached to this Agreement as exhibits and schedules have been completely read by them and that those terms are fully understood and voluntarily accepted by them. In any interpretation, construction or determination of the meaning of any provision of this Agreement, no presumption whatsoever shall arise from the fact that the Agreement was prepared by or on behalf of any Party.

Section 8.6 Choice of Law; Venue; Waiver of Objections. This Agreement and its performance shall be deemed to have been fully executed, made by the Parties in, and governed by and construed in accordance with the laws of the State of Missouri applicable to contracts made and to be performed wholly within such state, without regard to choice or conflict of laws provisions. The Parties hereto each agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of St. Charles County, Missouri or in federal district court of the Eastern District of Missouri and waive any objection based upon venue or *forum non conveniens* or otherwise.

Section 8.7 Entire Agreement; Amendments; No Waiver by Prior Actions. The Parties agree that this Agreement constitutes the entire agreement between the Parties and no other agreements or representations other than those contained in this Agreement have been made by the Parties. This Agreement shall be amended only in writing and effective when signed by the duly authorized agents of the Parties. The failure of any Party to insist in any one or more cases upon the strict performance of any term, covenant or condition of this Agreement to be performed or observed by another Party shall not constitute a waiver or relinquishment for the future of any such term, covenant or condition.

Section 8.8 No Waiver of Sovereign Immunity; Public Liability Strictly Limited; No Personal Liability. Nothing in this Agreement shall be construed or deemed to constitute a waiver of Seller's sovereign immunity. No official, officer, agent, attorney, employee, or representative of Seller shall be personally liable to Purchaser or any assignees, sublessees, successors, assigns, heirs or personal representatives of Purchaser in the event of any default or breach by any Party under this Agreement, or for any amount which may become due to any Party or on any obligations under the terms of this Agreement.

Section 8.9 Relationship of the Parties; No Third Party Beneficiaries. Nothing contained in this Agreement nor any act of Seller or of Purchaser shall be deemed or construed to create a partnership or agency relationship between the Parties or their agents or representatives and this Agreement is and shall be limited to the specific purposes set out in this Agreement. Other than as expressly provided in this Agreement, no Party shall be the agent of, or have any rights to create any obligations or liabilities binding on, the other Party. The Parties do not intend to confer any benefit under this Agreement on any Third Party.

Section 8.10 Binding Effect. Except as otherwise expressly provided in this Agreement, the covenants, conditions and agreements contained in this Agreement shall bind and inure to the benefit of Seller, Purchaser, and their respective successors and permitted assigns.

Section 8.11 Assignment Limited. This Agreement may not be assigned in whole or in part by any Party without prior written consent of the other Party, except as expressly provided in this Section.

Section 8.11.1. Right to Form New Entity. The Purchaser shall have the right, at any time prior to the Closing Date, to form a new legal entity (the "New Entity") for the purpose of assuming Purchaser's rights, duties, and obligations under this Agreement, provided that the New Entity must be registered with the Missouri Secretary of State, authorized to do business in the State of Missouri, and be an entity wholly owned by Purchaser, a parent company that wholly owns Purchaser, or a wholly owned subsidiary of Purchaser.

Section 8.11.2. Assumption of Obligations. Subject to the terms and conditions of this Section 8.11, the New Entity shall assume all obligations of Purchaser under this Agreement, and, upon the effectiveness of such assumption as provided herein, the New Entity shall thereafter be deemed the "Purchaser" for all purposes of this Agreement, without release of the original Purchaser except as expressly provided in this Section 8.11.

Section 8.11.3. Seller's Prior Written Approval. If the New Entity is not a Permitted Transferee, the assumption of obligations by the New Entity shall require the prior written approval of Seller, which approval shall be a condition precedent to the effectiveness of any assignment or assumption under this Section. Seller's approval pursuant to Section shall not be unreasonably withheld, conditioned, or delayed. Without limiting the foregoing, Seller's review may be based on customary factors reasonably related to the New Entity's organizational existence, authority, experience of officers and/or key personnel, and financial capacity to perform its obligations under this Agreement. Seller's approval of a New Entity shall not be required if the New Entity is a Permitted Assignee. A "**Permitted Assignee**" shall mean a New Entity that controls, is controlled by, or is under common control with the Purchaser.

Section 8.11.4. Notice; Form of Assignment. Purchaser shall provide Seller with prompt written notice of the formation of the New Entity. Once formed, to complete the assumption, Purchaser and the New Entity shall execute an Assignment and Assumption Agreement in substantially the form set forth in Exhibit E, attached.

Section 8.11.5. Effective Date of Assumption. The assumption of obligations by the New Entity shall be effective as of the date on which both (a) Seller has delivered its written approval of the New Entity, to the extent required pursuant to Section 3, and (b) Purchaser and the New Purchaser Entity have executed and delivered to Seller the completed Assignment and Assumption Agreement. From and after such effective date, the New Entity shall be the Purchaser hereunder, and Purchaser shall remain secondarily liable as a guarantor of the New Entity's obligations unless and until released by Seller pursuant to a separate written instrument.

Section 8.12 Risk of Loss and Condemnation. Risk of loss of the Property remains with Seller through and until Closing. If the Property is taken, in whole or in part, by the power of eminent domain prior to Closing in a manner that adversely affects Purchaser's intended use of the Property, Seller will promptly notify Purchaser of the same. Purchaser will have the right thereafter, in its sole discretion, to either (a) terminate this Agreement by written notice to Seller within thirty (30) days after receipt of Seller's notification, in which event the Earnest Money shall be refunded to Purchaser and the parties will have no further obligations to each other except as expressly provided in this Agreement, or (b) to proceed to Closing without any adjustment in the Purchase Price, in which event Seller shall assign in writing to Purchaser at Closing all of Seller's rights to seek compensation as a result of such taking.

Section 8.13 Execution; Counterparts. Each person executing this Agreement in a representative capacity warrants and represents that he or she has authority to do so, and upon request by another Party, proof of such authority will be furnished to the requesting Party. This Agreement may be executed at different times and in two or more counterparts, and all counterparts so executed shall for all purposes constitute one and the same instrument, binding on the Parties, notwithstanding that both Parties may not have executed the same counterpart. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the Party against whom enforcement is sought.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date stated above.

SELLER:
CITY OF SAINT CHARLES,
MISSOURI

PURCHASER:
EDWARD ROSE PROPERTIES, INC.

Daniel J. Borgmeyer, Mayor Date

W. H. Rose 5/18/2026
Name, Title Date

Attest:

Kimberly Hudson, City Clerk

Approved as to Legal Form:

Holly Magdziarz
Holly Magdziarz, City Attorney



SIGN & DATE

EXHIBIT A

DEPICTION OF PROPERTY
(subject to final determination by the Survey)



EXHIBIT B

Concept Plan for Project

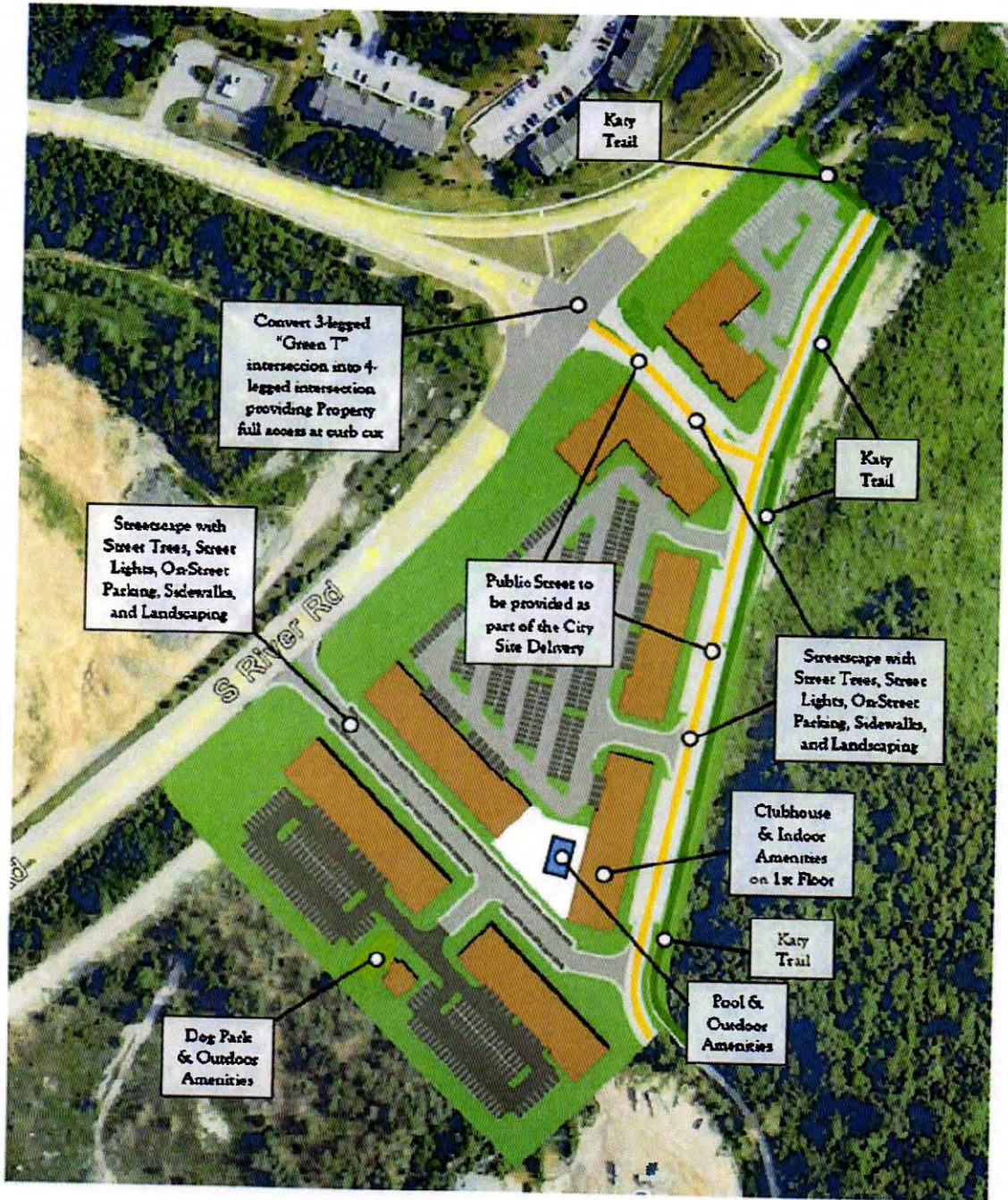


EXHIBIT C

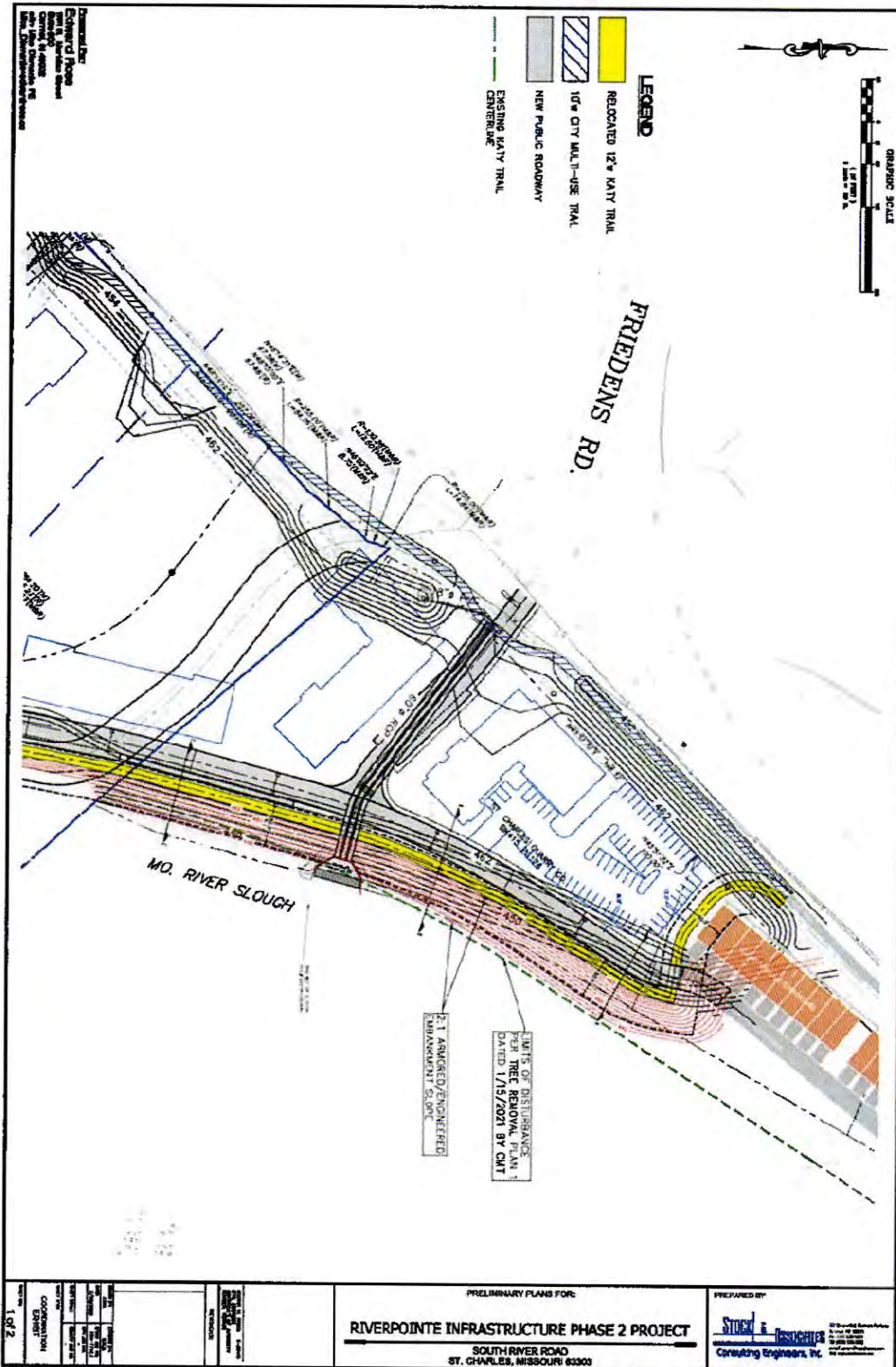


EXHIBIT D

Schedule of Due Diligence Documents

1. Final Planning Assistance to States Study Summary Report for the Bangert Island Flood Risk and Riverfront Transformation Project dated April 2022, prepared by HDR Engineering for the USACE; supporting documents include topographic and boundary surveys, geotechnical report, and hydraulics report
2. Geotechnical Reports:
 - DRAFT report for Bangert Island Flood Risk & Riverfront Transformation Project, prepared for HDR Engineering by Reitz & Jens, Inc., dated June 26, 2020
 - Limited Phase Two Environmental Site Assessment for LaFarge Quarry site, prepared by SCI Engineering for the City, dated December 18, 2019
3. Documents pertaining to fill testing, quality control, and other issues for fill imported to Riverpointe* from one or more other sites, primarily dating to 2024 and earlier
4. Phase 1B mass grading records
 - Documents include daily observation reports and field density tests prepared by one or more third parties during approximately September – November, 2025 for Riverpointe Phase II
5. Riverpointe Phase 2 – Grading and SWPPP dated September 24, 2025, prepared by Stock & Associates
6. Excerpts of final plans for the Riverside Sanitary Trunkmain Relief Phase 4 project dated March 7, 2025, prepared by CMT
7. Testing reports and associated communications from 2024 between the City and SCI Engineering re: testing of fill within the area of Riverpointe Phase 2
8. Asbestos and Hazardous Material/Universal Waste Survey Activities report from SCI Engineering to the City, dated April 11, 2025
9. Missouri DNR documentation re Eastern Missouri Concrete site and permits (June 2024 and February 2025)
10. Concept plan for St. Charles Riverpointe, prepared by CRG and amended by McBride Berra Land Co. (September 2023)
11. Topographic and Boundary Survey Information in the subject area, including:

- Bax Engineering survey dated December 9, 2021 (approx. 60 acres)
 - Recorded copy of Riverpointe Block 300 boundary adjustment plat dated August 25, 2021, prepared by Cole
 - Boundary survey dated February 23, 2022, prepared by Cole (approx.. 1.815 ac.)
12. Wetland documentation, including:
- USACE jurisdictional determination dated November 19, 2020
 - CAD files
 - Recorded copy of Declaration of Covenants and Restrictions for Bangert Island between the City and the USACE dated July 6, 2021
 - USACE grading and discharge permit dated May 24, 2021 and associated files
13. Septic tank abandonment notes and photographs

* References to the Riverpointe area and its phases are included for convenience. The precise boundaries of these areas have been determined and revised over time, such that designations of those areas within the documents on this Schedule may no longer be accurate.

EXHIBIT E

ASSIGNMENT AND ASSUMPTION AGREEMENT (Form Only)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into as of the ____ day of _____, 20__, by and between EDWARD ROSE PROPERTIES, INC., a Michigan corporation ("Assignor") and _____, a _____ ("Assignee"). *Capitalized terms not defined herein shall have the meanings ascribed to them in the "Purchase and Development Agreement," as hereinafter defined.*

RECITALS

A. Assignor is the "Purchaser" under a certain Purchase, Sale, and Development Agreement dated as of _____, 2026 which is incorporated in this Agreement by this reference (the "Purchase and Development Agreement") by and among EDWARD ROSE PROPERTIES, INC. and the City of St. Charles, Missouri.

B. The Purchase and Development Agreement provides that Assignor shall have the right to assign the Purchase and Development Agreement and that any such transferee or successor in interest shall be entitled and obligated to assume the role of the Purchaser thereunder. The Purchase and Development Agreement further provides that any such transferee shall agree in writing to assume the Assignor's obligations under the Purchase and Development Agreement.

C. Assignor wishes to assign and Assignee wishes to assume the Assignor's rights, duties, and obligations under the Purchase and Development Agreement, all pursuant to the terms and conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns to Assignee all of its right, title, and interest in and to the Purchase and Development Agreement with the effect that as of the date hereof, Assignee shall in all respects stand and serve in the place of Assignor under the Purchase and Development Agreement, and Assignee hereby accepts such assignment and assumes and agrees to fully and timely perform all of the remaining obligations and duties of the Assignor under the Purchase and Development Agreement.

2. Assignor hereby represents and warrants to Assignee that as of the date of execution of this Agreement by the parties, Assignor has neither received notice nor has knowledge of any default in or breach of any term or condition of the Purchase and Development Agreement. Subject to the representations and warranties contained in this paragraph, assignment of the Purchase and

Development Agreement is made hereunder without recourse to Assignor. Assignor makes no other representation or warranty with respect to the Purchase and Development Agreement.

3. This Agreement and its performance shall be deemed to have been fully executed, made by the parties in, and governed by and construed in accordance with the laws of the State of Missouri applicable to contracts made and to be performed wholly within such state, without regard to choice or conflict of laws provisions. The parties hereto agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of St. Charles County, Missouri or in federal court of the Eastern District of Missouri and waive any objection based upon venue or *forum non conveniens* or otherwise.

4. The parties hereto agree that this Agreement shall constitute the entire agreement between the parties with respect to the Purchase and Development Agreement and no other agreements or representations with respect to the Purchase and Development Agreement, other than those contained in this Agreement, have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the duly authorized agents of the parties.

5. The provisions of this Agreement shall be deemed severable. If any word, phrase, term, sentence, paragraph, or other portion of this Agreement shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected by such partial invalidity, and each remaining word, phrase, term, sentence, paragraph covenant, or other portion of this Assignment shall be valid and be enforced to the fullest extent permitted by law.

6. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

[Remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and date first written above.

ASSIGNOR

EDWARD ROSE PROPERTIES, INC.

By: _____

Print Name:

Title:

ATTEST:

Secretary

ASSIGNEE

By: _____

Print Name:

Title:

ATTEST:

STATE OF _____)
) SS.
COUNTY OF _____)

On this ___ of _____, 20___, before me appeared _____, to me personally known, who being, by me duly sworn, did say that he/she is the _____ of the EDWARD ROSE PROPERTIES, INC., a Michigan corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its board of directors and said _____ acknowledged said instrument to be the free act and deed of said corporation.

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

Notary Public

My commission expires:

STATE OF _____)
) SS.
COUNTY OF _____)

On this ___ of _____, 20___, before me appeared _____, to me personally known, who being, by me duly sworn, did say that he/she is the _____ of _____, a _____ corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and said _____ acknowledged said instrument to be the free act and deed of said corporation.

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

Notary Public

My commission expires:

RCA FORM (OFFICE USE ONLY)

Bill # 14093

MEETING/DATE: 6/23/2026

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 City of O'Fallon Police Department, City of Cottleville Police Department, City of Lake St. Louis Police Department, City of St. Peters Police Department and the City of Wentzville Police Department to participate in the operation and services of the Real-Time Information Center (RTIC).

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

The purpose of this Agreement is to establish the terms under which each Participating Agency agrees to participate in the operation and services of the Real-Time Information Center (RTIC) established and operated by the City of O'Fallon. RTIC uses state-of-the-art equipment and highly trained civilian and commissioned analysts and officers as a force multiplier for law enforcement efforts to improve response to emergencies and evolving events and facilitate the prompt investigations of crimes and apprehension of individuals involved in criminal activity within the covered area of the RTIC by maximizing available technology and available public and private resources.

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. 14093

Ordinance No. _____

Sponsors: Christopher Kyle, Mark Hollander, Vince Ratchford, Denise Mitchell, Justin Foust, Brian Gould, Michael Galba, Bart Haberstroh, Steve Hollander

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL MEMORANDUM OF UNDERSTANDING BETWEEN AND AMONG THE CITY OF ST. CHARLES, MISSOURI, ON BEHALF OF ITS POLICE DEPARTMENT, AND THE POLICE DEPARTMENTS OF THE CITY OF O'FALLON, THE CITY OF COTTLEVILLE, THE CITY OF LAKE ST. LOUIS, THE CITY OF ST. PETERS, AND THE CITY OF WENTZVILLE, PERTAINING TO THE TERMS UNDER WHICH THESE AGENCIES SHALL PARTICIPATE IN THE OPERATION AND SERVICES OF THE REAL-TIME INFORMATION CENTER ("RTIC") ESTABLISHED AND OPERATED BY THE CITY OF O'FALLON.

Be It Ordained by the Council of the City of St. Charles, Missouri, as Follows:

SECTION 1. An Intergovernmental Memorandum of Understanding for the Participation in the O'Fallon Real-Time Information Center between and among the City of St. Charles, Missouri, on behalf of its Police Department, and the Police Departments of the City of O'Fallon, the City of Cottleville, the City of Lake St. Louis, the City of St. Peters, and the City of Wentzville, is approved. The Memorandum of Understanding shall be substantially the same in form and content as attached hereto and identified as Exhibit 1. The Mayor is authorized to execute the Memorandum of Understanding and perform all acts necessary to carry out the intent of this ordinance.

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

Date Passed

Mark Hollander, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdzian 6/9/2026
Holly Magdzian, City Attorney Date

Kimberly Hudson, City Clerk



MEMORANDUM OF PARTICIPATION IN THE O'FALLON REAL-TIME INFORMATION CENTER

This MEMORANDUM OF PARTICIPATION ("Participation Agreement") is entered into by the City of O'Fallon ("O'Fallon") by and among the municipalities who are signatories hereto (individually "Participating Agency" and collectively "Participating Agencies"), for the purpose of establishing the terms under which each Participating Agency agrees to participate in the operation and services of the Real-Time Information Center established and operated by O'Fallon.

WHEREAS, O'Fallon has constructed, equipped and now operates a Real-Time Information Center ("RTIC") to monitor communication and data collection sources to collect, analyze and disseminate critical, real-time information to law enforcement personnel to enhance the safety and effectiveness of law enforcement officers; and

WHEREAS, the RTIC uses state-of-the-art equipment and highly trained civilian and commissioned analysts and officers as a force multiplier for law enforcement efforts to improve response to emergencies and evolving events, and facilitate the prompt investigation of crimes and apprehension of individuals engaged in criminal activity within the covered area of the RTIC by maximizing available technology and available public and private resources; and

WHEREAS, all parties to this Participation Agreement recognize the critical importance of law enforcement agencies working collaboratively across jurisdictional boundaries to effectively prevent, respond to, and investigate criminal activity; and

WHEREAS, each Participating Agency wishes to participate in O'Fallon's RTIC and contribute to its operations and have the benefit of access to the information and services the RTIC can provide to the Participating Agency's police; and

WHEREAS, O'Fallon is willing to involve Participating Agencies in the RTIC as hereinafter provided because the involvement of additional personnel and agencies in RTIC operations will enable the RTIC to expand its operations and coverage and, therefore, its effectiveness for all Participating Agencies;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises hereinafter set forth, and the services and contributions to be made as hereinafter provided, the sufficiency of which consideration is hereby acknowledged by all parties, the parties enter into this Memorandum of Participation as follows:

- A. O'Fallon agrees to manage and operate the RTIC in accord with the terms hereinafter set forth.
- B. Operations Advisory Board: The Chief Law Enforcement Officer of each Participating Agency, or the Chief's designee, shall serve with a representative of O'Fallon and each other Participating Agency's law enforcement agency on a joint Operations Advisory Board (the

“Board”) to provide insight, oversight and advice on operations of the RTIC. The chairperson of the Board shall be the O’Fallon Police Department Emergency Communications Administrator, who shall vote only in case of a tie. The Board shall be responsible for:

1. Receiving updates and reports regarding the operation of the RTIC
2. Providing input on hardware and software procurement
3. Assisting with the creation and/or review of policies and procedures for the RTIC
4. Reviewing the annual training plan of initial and ongoing required training for RTIC staff
5. Other initiatives that may be presented from time to time

The Board shall meet on a regular basis for the purpose of reviewing the operations and activities of the RTIC. At least four (4) meetings shall be held per calendar year. Each Participating Agency, including O’Fallon, will be entitled to one vote in decision-making by the Board. A quorum for the transaction of any business by the Board shall consist of representatives of a majority of the then-participating agencies, including O’Fallon. All questions before the Board shall be decided by a simple majority of the votes cast, with the chairperson having a casting vote. The Board shall comply with the Missouri Open Meetings Law. The chairperson shall designate an O’Fallon employee to serve as records custodian for the Board. The City of O’Fallon shall be responsible for addressing media inquiries.

- C. **Commanding Officer:** The Commanding Officer of the RTIC shall be the Emergency Communications Administrator (Administrator) of the O’Fallon Police Department or his/her designee. The Commanding Officer will work under the direction and supervision of the O’Fallon Police Chief and shall submit to the Board an annual report. Such report shall include all information necessary to appraise the Participating Agencies of the activities and accomplishments of the RTIC, provided, however, that precautions shall be taken by the Commanding Officer to maintain security and to preserve and protect confidential information and sources. Other responsibilities of the Commanding Officer are listed in Exhibit “A” attached hereto.
- D. **Staffing:** The Chief Law Enforcement Officer of each Participating Agency shall select and assign at least one qualified employee to serve in the RTIC as an RTIC Analyst (“RTIC Staff Member”), subject to the approval of the Commanding Officer, which shall not be unreasonably withheld. If an RTIC Staff Member is not approved, the Commanding Officer shall consult with that Participating Agency’s Chief Law Enforcement Officer with respect thereto. Each person assigned must be assigned and, subject to limited periodic emergency requirements of the Participating Agency, generally available to serve in the RTIC for a minimum of sixteen (16) hours per week and must be generally available for any scheduled shift or emergency call out, as defined by RTIC policy. The Commanding Officer may authorize Participating Agencies to meet the sixteen (16) hour requirement by assigning multiple personnel.
 1. **Removal:** Any RTIC Staff Member may be removed from assignment to the RTIC by the Chief Law Enforcement Officer of the Member’s Participating Agency at any time and for any reason after notice to the Commanding Officer. The Commanding Officer may

remove any RTIC Staff Member from assignment to the RTIC after notice to the Member's Chief Law Enforcement Officer and consultation by the Commanding Officer with the Chief Law Enforcement Officer with respect thereto .

2. Notice and cooperation for claims of employment discrimination or harassment. Each Participating Agency accepts responsibility for responding to claims by its own employees for employment discrimination or harassment pursuant to their own policies for the management of human resources, and agrees to inform the other parties to this Participation Agreement of such a complaint, and agrees to reasonably cooperate in investigation of such complaint(s).
- E Funding: Funding for the RTIC shall be provided by a combination of monetary and/or in-kind funding from Participating Agencies; federal, state and local government grants and private contributions; and funding budgeted and appropriated by the City of O'Fallon.
1. Participating Agency Funding: Participating Agencies may, at their discretion, provide monetary or in-kind contributions in support of the operations, capabilities, and ongoing development of the RTIC. In-kind contributions may include, but are not limited to, equipment, software licensing, personnel resources, facility space, or technical services. All such contributions shall be documented and acknowledged by the RTIC Operations Board and shall be utilized in a manner consistent with the mission and operational needs of the RTIC, subject to applicable policies, agreements, and governing laws.
 2. Each Participating Agency assigning qualified personnel to serve in the RTIC in accord with Section (D), above, shall be solely responsible for their employees' pay and benefits for serving in the RTIC, including any overtime compensation, off-duty call out compensation and worker's compensation coverage. Each Participating Agency accepts workers' compensation liability for injuries to its own employees, and hereby releases each other party to this Agreement from any claims for contribution or otherwise arising from its payment of any workers' compensation claims for personnel assigned to the RTIC. RTIC Staff Members are responsible for complying with their employing Agency's procedures for overtime approval, and O'Fallon agrees to facilitate compliance with those procedures whenever reasonably possible.
 3. Federal, State and Local Grants: All applications for federal, state and local grant funding in support of RTIC operations shall be prepared and submitted by the RTIC in coordination with the O'Fallon Police Department. The O'Fallon Police Department shall serve as the designated grant administrator and fiscal agent, responsible for ensuring compliance with all applicable grant requirements, reporting obligations, and audit standards. The RTIC and the O'Fallon Police Department shall further manage ongoing compliance with grant guidelines and address any administrative, financial, or programmatic issues that may arise throughout the grant period.
 4. Annual Budget: The RTIC is an operational component of the O'Fallon Police Department. RTIC expenditures and funding are subject to annual budgeting process of the City of O'Fallon and the O'Fallon Police Department. Accordingly, all O'Fallon

funds appropriated in support of RTIC operations shall be reviewed, authorized, and administered in accordance with the City of O'Fallon's established budgeting processes, policies, and applicable financial regulations.

- F. **Equipment:** All equipment procured by or through the RTIC in furtherance of its mission shall be maintained by RTIC personnel. Use of such equipment shall be coordinated through the RTIC to ensure alignment with operational objectives, interoperability, and security standards. Equipment wholly purchased independently by one or more Participating Agencies outside the scope of this MOU and offered for use by the RTIC may be utilized in support of RTIC operations. However, the ownership of such equipment shall remain with the purchasing agency. The RTIC shall serve as the primary designee responsible for the integration of all software and hardware systems in the RTIC infrastructure and among Participating Agencies. All integration efforts shall be coordinated through the RTIC to ensure compatibility, security, and effective operation across all jurisdictions.
1. **LPR Trailer:** One or more Participating Agencies may, by mutual agreement, jointly purchase or lease, one or more License Plate Reader (LPR) trailer(s) for use by the RTIC to further support shared operational goals. Operational responsibility for such an LPR trailer shall be transferred to the RTIC. The RTIC shall assume responsibility for its maintenance, integration, and coordinated deployment while the equipment is under the RTIC's control. Deployment of jointly acquired LPR trailers shall be managed by the RTIC based on operational requests from Participating Agencies and in accordance with RTIC deployment protocols.
 2. **Drone as First Responder (DFR):** One or more Participating Agencies may agree to fund, the purchase, deployment, or expansion of the Drone as First Responder (DFR) program. The RTIC may agree to act as the Flight Operations Center for that DFR program. If so, the RTIC shall oversee the operation, maintenance, and integration of DFR assets and coordinate their use in alignment with RTIC operational standards and in response to Participating Agency requests. As part of the DFR program, the RTIC will coordinate with Participating Agencies to ensure drone pilots, licensed by their respective agencies, are made available for flight operations.

In the event that a Participating Agency elects to withdraw from participation in the RTIC, and is the sole owner of any equipment deployed for RTIC operations, that Participating Agency shall retain ownership of such equipment upon withdrawal. That equipment shall be removed from RTIC operational control and shall no longer be considered a deployable asset of the RTIC. In the event of dissolution of the RTIC, any equipment owned solely by the RTIC, or jointly by two or more Participating Agencies, shall be returned to the vendor through cancellation of the applicable lease or service agreement. Alternatively, upon agreement of the Participating Agency(ies) owning such equipment, the equipment may be transferred or released to a law enforcement agency for continued public safety use, in accordance with all applicable laws, contractual obligations, and governing policies.

- G. **Training and Memberships:** Each party shall be responsible for any initial and continued education and training of its employees, and related education and training expenses, in

relation to the operations of the RTIC to include applicable professional or specialized association memberships.

1. **Training:** All personnel assigned to the RTIC shall receive initial and continuing education related to the operations of the RTIC. Such training may be hosted by any P.O.S.T.-approved training facility, any course(s) provided by the National Real-Time Crime Center (NRTCC) Association, or other training as may be identified from time to time. At a minimum, twenty-four (24) hours of continuing education will be required for each RTIC Staff Member each year.
 2. **Memberships:** All personnel assigned to the RTIC shall be enrolled into the NRTCC Association upon appointment to the RTIC, cost to be paid by the employing Participating Agency.
- H. **Data Breach:** All data accessed, collected, stored, or disseminated through the RTIC shall be protected in accordance with all applicable local, state, and federal laws, regulations, and recognized Criminal Justice Information System (CJIS) security standards. Each Participating Agency acknowledges the critical importance of safeguarding sensitive law enforcement, investigative, and personally identifiable information to ensure operational integrity, officer safety, and public trust. In the event of any actual or suspected data breach, unauthorized access, or compromise involving RTIC systems or shared data, it shall be the responsibility of the RTIC, in coordination with the O'Fallon Police Department, to promptly investigate the incident and provide all required notifications to affected Participating Agency(ies), regulatory authorities, and any other entities as mandated by applicable state and federal data breach notification requirements.
- I. **Policy and Supervision:** Each RTIC Staff Member shall be an employee of the Member's Participating Agency, and not of the RTIC. RTIC Staff Members shall comply with the personnel policies of the Member's Participating Agency. In the performance of their duties for the RTIC, RTIC Staff Members shall abide by the policies and procedures established by the Board. RTIC Staff Members shall also abide by O'Fallon Police Department's policies related to RTIC operations while engaged in RTIC activities. Those policies and procedures are incorporated herein by reference and may be amended by the O'Fallon Police Department from time to time, and the O'Fallon Police Department shall distribute copies of said policies and procedures to all Participating Agencies. Any modifications of said policies and procedures shall be provided to the Chief Law Enforcement Officer of a Participating Agency upon request. In the case of any conflict between RTIC Board policy and O'Fallon Police Department policy, the policy adopted by the Board shall govern.
- J. **Liability:**
1. **Minimum Limits of Insurance.** Each Participating Agency shall maintain Commercial General Liability, Law Enforcement Liability, Motor Vehicle Liability, and Public Entity Management Liability insurance policies and/or self-insurance for coverage of the injuries and damages for which it, as a political subdivision, is legally obligated under Missouri law to pay, with limits not less than the sovereign immunity limits as set forth in

Section 537.610 of the Revised Statutes of Missouri, as amended from time to time, except for those claims governed by the provisions of the Missouri workers' compensation law, which policy shall provide workers' compensation for the statutory limits in accordance with Chapter 287, RSMo., as amended from time to time.

2. The insurance shall be maintained in full force and effect at all times during the term of this Agreement. Notwithstanding anything herein to the contrary, no provision, term, or condition in this Agreement shall constitute, or be construed as, a waiver of the defenses of sovereign immunity, official immunity, or governmental immunity, by whatever name, as set forth in Section 537.600 RSMo. et. seq., for any monetary amount whatsoever, or of any other defenses, howsoever named, that are, or in the future may become, available to the parties by statute or common law.
3. Claims Arising from RTIC Operations. O'Fallon does hereby release and agree to defend and hold harmless each Participating Agency and RTIC Staff Member employed by any Participating Agency from and against any and all third-party losses, damages, liabilities, or causes of action, including property damage or injury to or death of persons, and including attorney's fees and court costs of third parties if awarded by a court of competent jurisdiction, arising from the activities, conduct and actions of the RTIC.
4. Limitations. Notwithstanding any other provision of this Agreement, O'Fallon reserves the right to accept or deny defense on the same terms as it defends and protects its O'Fallon employees pursuant to O'Fallon policy as set from time to time.
 - 4.1 Exception. Anything in this Agreement to the contrary notwithstanding, in no event shall this Agreement be interpreted, construed or applied to require O'Fallon to release, defend or hold harmless any Participating Agency or any employee or official of a Participating Agency for claims arising from actions taken, or failure to take action, by a Participating Agency or Participating Agency's employees or officials with respect to information received by Participating Agency from or through RTIC.
5. Hiring Own Counsel; Effect. Any Participating Agency or RTIC Staff Member shall have the right to retain their own counsel to defend against a claim; but in that event O'Fallon shall be relieved of any obligation of defense imposed by this Agreement.
6. Procedure for Investigation and Defense of Claims. Notwithstanding any other provision of this Agreement, upon notification to O'Fallon or any Participating Agency of a claim by a third party relating to RTIC operation, the notified party shall promptly report said claim to the O'Fallon City Administrator. O'Fallon shall have the primary responsibility to conduct an initial investigation of said claim.
7. Any Participating Agency or RTIC Staff Member seeking the benefit of defense from O'Fallon pursuant to this Agreement shall cooperate with the attorneys or investigators conducting any investigation and preparing any defense by assisting the attorneys in all respects including the making of settlements, the securing and giving of evidence,

attendance at hearings and trials, helping them to obtain the attendance of witnesses at hearings and trials and to secure other evidence and keeping the attorneys notified of their whereabouts.

- K. **Additional Agencies.** Additional law enforcement agencies from outside St Charles County which provide person(s) to participate in the RTIC may participate at a liaison level and shall not be represented on the Board and shall have no voting rights as to the operations of the RTIC. State or Federal partners shall be considered liaison agencies for the purpose of membership on the RTIC Board. Additional political subdivisions located in St. Charles County may join this Agreement as additional Participating Agencies upon approval of the City of O'Fallon and the Operations Advisory Board, and due approval and execution of a counterpart of this Agreement on behalf of each new Participating Agency. No party may authorize any change to this Agreement except by a written amendment hereto signed by all parties hereto.
- L. **Term and Termination:** This Memorandum of Participation shall continue in full force and effect for an initial term of five (5) years from the date of the last execution as shown in the signatures, below ("Initial Term"). This Participation Agreement shall automatically renew for additional terms of three (3) years (each a "Renewal Term", and collectively "Renewal Terms") unless one party notifies the other in writing that it declines to renew the Agreement at least ninety (90) days before the expiration date of the Initial Term or the then current Renewal Term. Provided, however, that either party may terminate this Memorandum of Participation for convenience at any time during the Initial Term or the then current Renewal Term by providing written notice the other party no less than ninety (90) days prior to the effective date of termination.
- M. O'Fallon and Participating Agencies by their signature hereto each represent to the other that they have the full right, power and authority to enter into this Memorandum and to fully perform their obligations hereunder. Each person executing this Memorandum warrants and represents that they have the authority to execute this Memorandum in the capacity stated and to bind the respective party. A copy of this Memorandum and the action of the governing body of each party hereto authorizing its execution shall be filed in the offices of the respective City Clerk for each Party, and shall be exchanged between the Parties upon execution.
- N. **Miscellaneous:**
1. This Memorandum shall be interpreted under the laws of the State of Missouri. In the event any provision of the agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the same shall not prevent or affect the validity and enforceability of the remaining provisions.
 2. This Memorandum may be executed in one or more counterparts, the combination of which shall be considered one original document.

CITY OF COTTLEVILLE, MO.

By: _____
[Name/Title] Date

CITY OF LAKE ST. LOUIS, MO.

By:

[Name/Title]

Date

CITY OF ST. CHARLES, MO.

By:

Daniel J. Borgmeyer, Mayor

Date



Attest:

Kimberly Hudson, City Clerk

CITY OF ST. PETERS, MO.

By: _____ Date _____
 [Name/Title]

CITY OF WENTZVILLE, MO.

By:

[Name/Title]

Date

EXHIBIT "A" RESPONSIBILITIES OF THE COMMANDING OFFICER

1. **Supervision of RTIC personnel:** Personnel assigned to the unit shall be subject to the direct supervision and control of the Commanding Officer. In this role the Commanding Officer shall also ensure the member working at the RTIC understands and complies with RTIC policies and procedures.
2. **Updates:** Ensure that policies and procedures are updated and revised in accordance with all applicable laws.
3. **Liaison:** Shall serve as the principal liaison between the RTIC and participating and outside agencies; and shall be responsible for maintaining regular liaison and communication with the Board.
4. **Maintenance and upkeep of property:** Shall be responsible for the maintenance and upkeep of the RTIC property, equipment, and office space.
5. **Training:** Oversee the establishment and maintenance of proper training for the personnel assigned to the RTIC.
6. **Scheduling:** The RTIC will operate during fluctuating hours of the day and days of the week based on a number of factors including, but not limited to, peak activity, special events, natural disasters, scheduled task force deployments and training evolutions. As such, scheduling will be created by the Commanding Officer in as equitable and balanced manner as feasible.

**MEMORANDUM OF PARTICIPATION IN THE
O'FALLON REAL-TIME INFORMATION CENTER**

This MEMORANDUM OF PARTICIPATION ("Participation Agreement") is entered into by the City of O'Fallon ("O'Fallon") by and among the municipalities who are signatories hereto (individually "Participating Agency" and collectively "Participating Agencies"), for the purpose of establishing the terms under which each Participating Agency agrees to participate in the operation and services of the Real-Time Information Center established and operated by O'Fallon.

WHEREAS, O'Fallon has constructed, equipped and now operates a Real-Time Information Center ("RTIC") to monitor communication and data collection sources to collect, analyze and disseminate critical, real-time information to law enforcement personnel to enhance the safety and effectiveness of law enforcement officers; and

WHEREAS, the RTIC uses state-of-the-art equipment and highly trained civilian and commissioned analysts and officers as a force multiplier for law enforcement efforts to improve response to emergencies and evolving events, and facilitate the prompt investigation of crimes and apprehension of individuals engaged in criminal activity within the covered area of the RTIC by maximizing available technology and available public and private resources; and

WHEREAS, all parties to this Participation Agreement recognize the critical importance of law enforcement agencies working collaboratively across jurisdictional boundaries to effectively prevent, respond to, and investigate criminal activity; and

WHEREAS, each Participating Agency wishes to participate in O'Fallon's RTIC and contribute to its operations and have the benefit of access to the information and services the RTIC can provide to the Participating Agency's police; and

WHEREAS, O'Fallon is willing to involve Participating Agencies in the RTIC as hereinafter provided because the involvement of additional personnel and agencies in RTIC operations will enable the RTIC to expand its operations and coverage and, therefore, its effectiveness for all Participating Agencies;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises hereinafter set forth, and the services and contributions to be made as hereinafter provided, the sufficiency of which consideration is hereby acknowledged by all parties, the parties enter into this Memorandum of Participation as follows:

- A. O'Fallon agrees to manage and operate the RTIC in accord with the terms hereinafter set forth.
- B. Operations Advisory Board: The Chief Law Enforcement Officer of each Participating Agency, or the Chief's designee, shall serve with a representative of O'Fallon and each other Participating Agency's law enforcement agency on a joint Operations Advisory Board (the

“Board”) to provide insight, oversight and advice on operations of the RTIC. The chairperson of the Board shall be the O’Fallon Police Department Emergency Communications Administrator, who shall vote only in case of a tie. The Board shall be responsible for:

1. Receiving updates and reports regarding the operation of the RTIC
2. Providing input on hardware and software procurement
3. Assisting with the creation and/or review of policies and procedures for the RTIC
4. Reviewing the annual training plan of initial and ongoing required training for RTIC staff
5. Other initiatives that may be presented from time to time

The Board shall meet on a regular basis for the purpose of reviewing the operations and activities of the RTIC. At least four (4) meetings shall be held per calendar year. Each Participating Agency, including O’Fallon, will be entitled to one vote in decision-making by the Board. A quorum for the transaction of any business by the Board shall consist of representatives of a majority of the then-participating agencies, including O’Fallon. All questions before the Board shall be decided by a simple majority of the votes cast, with the chairperson having a casting vote. The Board shall comply with the Missouri Open Meetings Law. The chairperson shall designate an O’Fallon employee to serve as records custodian for the Board. The City of O’Fallon shall be responsible for addressing media inquiries.

- C. **Commanding Officer:** The Commanding Officer of the RTIC shall be the Emergency Communications Administrator (Administrator) of the O’Fallon Police Department or his/her designee. The Commanding Officer will work under the direction and supervision of the O’Fallon Police Chief and shall submit to the Board an annual report. Such report shall include all information necessary to appraise the Participating Agencies of the activities and accomplishments of the RTIC, provided, however, that precautions shall be taken by the Commanding Officer to maintain security and to preserve and protect confidential information and sources. Other responsibilities of the Commanding Officer are listed in Exhibit “A” attached hereto.
- D. **Staffing:** The Chief Law Enforcement Officer of each Participating Agency shall select and assign at least one qualified employee to serve in the RTIC as an RTIC Analyst (“RTIC Staff Member”), subject to the approval of the Commanding Officer, which shall not be unreasonably withheld. If an RTIC Staff Member is not approved, the Commanding Officer shall consult with that Participating Agency’s Chief Law Enforcement Officer with respect thereto. Each person assigned must be assigned and, subject to limited periodic emergency requirements of the Participating Agency, generally available to serve in the RTIC for a minimum of sixteen (16) hours per week and must be generally available for any scheduled shift or emergency call out, as defined by RTIC policy. The Commanding Officer may authorize Participating Agencies to meet the sixteen (16) hour requirement by assigning multiple personnel.
 1. **Removal:** Any RTIC Staff Member may be removed from assignment to the RTIC by the Chief Law Enforcement Officer of the Member’s Participating Agency at any time and for any reason after notice to the Commanding Officer. The Commanding Officer may

remove any RTIC Staff Member from assignment to the RTIC after notice to the Member's Chief Law Enforcement Officer and consultation by the Commanding Officer with the Chief Law Enforcement Officer with respect thereto .

2. Notice and cooperation for claims of employment discrimination or harassment. Each Participating Agency accepts responsibility for responding to claims by its own employees for employment discrimination or harassment pursuant to their own policies for the management of human resources, and agrees to inform the other parties to this Participation Agreement of such a complaint, and agrees to reasonably cooperate in investigation of such complaint(s).
- E Funding: Funding for the RTIC shall be provided by a combination of monetary and/or in-kind funding from Participating Agencies; federal, state and local government grants and private contributions; and funding budgeted and appropriated by the City of O'Fallon.
1. Participating Agency Funding: Participating Agencies may, at their discretion, provide monetary or in-kind contributions in support of the operations, capabilities, and ongoing development of the RTIC. In-kind contributions may include, but are not limited to, equipment, software licensing, personnel resources, facility space, or technical services. All such contributions shall be documented and acknowledged by the RTIC Operations Board and shall be utilized in a manner consistent with the mission and operational needs of the RTIC, subject to applicable policies, agreements, and governing laws.
 2. Each Participating Agency assigning qualified personnel to serve in the RTIC in accord with Section (D), above, shall be solely responsible for their employees' pay and benefits for serving in the RTIC, including any overtime compensation, off-duty call out compensation and worker's compensation coverage. Each Participating Agency accepts workers' compensation liability for injuries to its own employees, and hereby releases each other party to this Agreement from any claims for contribution or otherwise arising from its payment of any workers' compensation claims for personnel assigned to the RTIC. RTIC Staff Members are responsible for complying with their employing Agency's procedures for overtime approval, and O'Fallon agrees to facilitate compliance with those procedures whenever reasonably possible.
 3. Federal, State and Local Grants: All applications for federal, state and local grant funding in support of RTIC operations shall be prepared and submitted by the RTIC in coordination with the O'Fallon Police Department. The O'Fallon Police Department shall serve as the designated grant administrator and fiscal agent, responsible for ensuring compliance with all applicable grant requirements, reporting obligations, and audit standards. The RTIC and the O'Fallon Police Department shall further manage ongoing compliance with grant guidelines and address any administrative, financial, or programmatic issues that may arise throughout the grant period.
 4. Annual Budget: The RTIC is an operational component of the O'Fallon Police Department. RTIC expenditures and funding are subject to annual budgeting process of the City of O'Fallon and the O'Fallon Police Department. Accordingly, all O'Fallon

funds appropriated in support of RTIC operations shall be reviewed, authorized, and administered in accordance with the City of O'Fallon's established budgeting processes, policies, and applicable financial regulations.

- F. **Equipment:** All equipment procured by or through the RTIC in furtherance of its mission shall be maintained by RTIC personnel. Use of such equipment shall be coordinated through the RTIC to ensure alignment with operational objectives, interoperability, and security standards. Equipment wholly purchased independently by one or more Participating Agencies outside the scope of this MOU and offered for use by the RTIC may be utilized in support of RTIC operations. However, the ownership of such equipment shall remain with the purchasing agency. The RTIC shall serve as the primary designee responsible for the integration of all software and hardware systems in the RTIC infrastructure and among Participating Agencies. All integration efforts shall be coordinated through the RTIC to ensure compatibility, security, and effective operation across all jurisdictions.
1. **LPR Trailer:** One or more Participating Agencies may, by mutual agreement, jointly purchase or lease, one or more License Plate Reader (LPR) trailer(s) for use by the RTIC to further support shared operational goals. Operational responsibility for such an LPR trailer shall be transferred to the RTIC. The RTIC shall assume responsibility for its maintenance, integration, and coordinated deployment while the equipment is under the RTIC's control. Deployment of jointly acquired LPR trailers shall be managed by the RTIC based on operational requests from Participating Agencies and in accordance with RTIC deployment protocols.
 2. **Drone as First Responder (DFR):** One or more Participating Agencies may agree to fund, the purchase, deployment, or expansion of the Drone as First Responder (DFR) program. The RTIC may agree to act as the Flight Operations Center for that DFR program. If so, the RTIC shall oversee the operation, maintenance, and integration of DFR assets and coordinate their use in alignment with RTIC operational standards and in response to Participating Agency requests. As part of the DFR program, the RTIC will coordinate with Participating Agencies to ensure drone pilots, licensed by their respective agencies, are made available for flight operations.

In the event that a Participating Agency elects to withdraw from participation in the RTIC, and is the sole owner of any equipment deployed for RTIC operations, that Participating Agency shall retain ownership of such equipment upon withdrawal. That equipment shall be removed from RTIC operational control and shall no longer be considered a deployable asset of the RTIC. In the event of dissolution of the RTIC, any equipment owned solely by the RTIC, or jointly by two or more Participating Agencies, shall be returned to the vendor through cancellation of the applicable lease or service agreement. Alternatively, upon agreement of the Participating Agency(ies) owning such equipment, the equipment may be transferred or released to a law enforcement agency for continued public safety use, in accordance with all applicable laws, contractual obligations, and governing policies.

- G. **Training and Memberships:** Each party shall be responsible for any initial and continued education and training of its employees, and related education and training expenses, in

relation to the operations of the RTIC to include applicable professional or specialized association memberships.

1. **Training:** All personnel assigned to the RTIC shall receive initial and continuing education related to the operations of the RTIC. Such training may be hosted by any P.O.S.T.-approved training facility, any course(s) provided by the National Real-Time Crime Center (NRTCC) Association, or other training as may be identified from time to time. At a minimum, twenty-four (24) hours of continuing education will be required for each RTIC Staff Member each year.
 2. **Memberships:** All personnel assigned to the RTIC shall be enrolled into the NRTCC Association upon appointment to the RTIC, cost to be paid by the employing Participating Agency.
- H. **Data Breach:** All data accessed, collected, stored, or disseminated through the RTIC shall be protected in accordance with all applicable local, state, and federal laws, regulations, and recognized Criminal Justice Information System (CJIS) security standards. Each Participating Agency acknowledges the critical importance of safeguarding sensitive law enforcement, investigative, and personally identifiable information to ensure operational integrity, officer safety, and public trust. In the event of any actual or suspected data breach, unauthorized access, or compromise involving RTIC systems or shared data, it shall be the responsibility of the RTIC, in coordination with the O'Fallon Police Department, to promptly investigate the incident and provide all required notifications to affected Participating Agency(ies), regulatory authorities, and any other entities as mandated by applicable state and federal data breach notification requirements.
- I. **Policy and Supervision:** Each RTIC Staff Member shall be an employee of the Member's Participating Agency, and not of the RTIC. RTIC Staff Members shall comply with the personnel policies of the Member's Participating Agency. In the performance of their duties for the RTIC, RTIC Staff Members shall abide by the policies and procedures established by the Board. RTIC Staff Members shall also abide by O'Fallon Police Department's policies related to RTIC operations while engaged in RTIC activities. Those policies and procedures are incorporated herein by reference and may be amended by the O'Fallon Police Department from time to time, and the O'Fallon Police Department shall distribute copies of said policies and procedures to all Participating Agencies. Any modifications of said policies and procedures shall be provided to the Chief Law Enforcement Officer of a Participating Agency upon request. In the case of any conflict between RTIC Board policy and O'Fallon Police Department policy, the policy adopted by the Board shall govern.
- J. **Liability:**
1. **Minimum Limits of Insurance.** Each Participating Agency shall maintain Commercial General Liability, Law Enforcement Liability, Motor Vehicle Liability, and Public Entity Management Liability insurance policies and/or self-insurance for coverage of the injuries and damages for which it, as a political subdivision, is legally obligated under Missouri law to pay, with limits not less than the sovereign immunity limits as set forth in

Section 537.610 of the Revised Statutes of Missouri, as amended from time to time, except for those claims governed by the provisions of the Missouri workers' compensation law, which policy shall provide workers' compensation for the statutory limits in accordance with Chapter 287, RSMo., as amended from time to time.

2. The insurance shall be maintained in full force and effect at all times during the term of this Agreement. Notwithstanding anything herein to the contrary, no provision, term, or condition in this Agreement shall constitute, or be construed as, a waiver of the defenses of sovereign immunity, official immunity, or governmental immunity, by whatever name, as set forth in Section 537.600 RSMo. et. seq., for any monetary amount whatsoever, or of any other defenses, howsoever named, that are, or in the future may become, available to the parties by statute or common law.
3. Claims Arising from RTIC Operations. O'Fallon does hereby release and agree to defend and hold harmless each Participating Agency and RTIC Staff Member employed by any Participating Agency from and against any and all third-party losses, damages, liabilities, or causes of action, including property damage or injury to or death of persons, and including attorney's fees and court costs of third parties if awarded by a court of competent jurisdiction, arising from the activities, conduct and actions of the RTIC.
4. Limitations. Notwithstanding any other provision of this Agreement, O'Fallon reserves the right to accept or deny defense on the same terms as it defends and protects its O'Fallon employees pursuant to O'Fallon policy as set from time to time.
 - 4.1 Exception. Anything in this Agreement to the contrary notwithstanding, in no event shall this Agreement be interpreted, construed or applied to require O'Fallon to release, defend or hold harmless any Participating Agency or any employee or official of a Participating Agency for claims arising from actions taken, or failure to take action, by a Participating Agency or Participating Agency's employees or officials with respect to information received by Participating Agency from or through RTIC.
5. Hiring Own Counsel; Effect. Any Participating Agency or RTIC Staff Member shall have the right to retain their own counsel to defend against a claim; but in that event O'Fallon shall be relieved of any obligation of defense imposed by this Agreement.
6. Procedure for Investigation and Defense of Claims. Notwithstanding any other provision of this Agreement, upon notification to O'Fallon or any Participating Agency of a claim by a third party relating to RTIC operation, the notified party shall promptly report said claim to the O'Fallon City Administrator. O'Fallon shall have the primary responsibility to conduct an initial investigation of said claim.
7. Any Participating Agency or RTIC Staff Member seeking the benefit of defense from O'Fallon pursuant to this Agreement shall cooperate with the attorneys or investigators conducting any investigation and preparing any defense by assisting the attorneys in all respects including the making of settlements, the securing and giving of evidence,

attendance at hearings and trials, helping them to obtain the attendance of witnesses at hearings and trials and to secure other evidence and keeping the attorneys notified of their whereabouts.

- K. **Additional Agencies.** Additional law enforcement agencies from outside St Charles County which provide person(s) to participate in the RTIC may participate at a liaison level and shall not be represented on the Board and shall have no voting rights as to the operations of the RTIC. State or Federal partners shall be considered liaison agencies for the purpose of membership on the RTIC Board. Additional political subdivisions located in St. Charles County may join this Agreement as additional Participating Agencies upon approval of the City of O'Fallon and the Operations Advisory Board, and due approval and execution of a counterpart of this Agreement on behalf of each new Participating Agency. No party may authorize any change to this Agreement except by a written amendment hereto signed by all parties hereto.
- L. **Term and Termination:** This Memorandum of Participation shall continue in full force and effect for an initial term of five (5) years from the date of the last execution as shown in the signatures, below ("Initial Term"). This Participation Agreement shall automatically renew for additional terms of three (3) years (each a "Renewal Term", and collectively "Renewal Terms") unless one party notifies the other in writing that it declines to renew the Agreement at least ninety (90) days before the expiration date of the Initial Term or the then current Renewal Term. Provided, however, that either party may terminate this Memorandum of Participation for convenience at any time during the Initial Term or the then current Renewal Term by providing written notice the other party no less than ninety (90) days prior to the effective date of termination.
- M. O'Fallon and Participating Agencies by their signature hereto each represent to the other that they have the full right, power and authority to enter into this Memorandum and to fully perform their obligations hereunder. Each person executing this Memorandum warrants and represents that they have the authority to execute this Memorandum in the capacity stated and to bind the respective party. A copy of this Memorandum and the action of the governing body of each party hereto authorizing its execution shall be filed in the offices of the respective City Clerk for each Party, and shall be exchanged between the Parties upon execution.
- N. **Miscellaneous:**
1. This Memorandum shall be interpreted under the laws of the State of Missouri. In the event any provision of the agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the same shall not prevent or affect the validity and enforceability of the remaining provisions.
 2. This Memorandum may be executed in one or more counterparts, the combination of which shall be considered one original document.

3. No portion of this Memorandum or the duties and responsibilities hereunder shall be assigned, transferred, or otherwise disposed of, except with the written consent of the other party hereto or except as otherwise specifically provided for herein.
4. Nothing herein shall be construed to give any rights or benefits to anyone other than the Parties hereto.
5. Any notice, demand, communication, or request required or permitted hereunder shall be in writing, and delivered in person, or sent certified, return receipt requested, via United States mail, or via facsimile transmission, to the City Administrator for the City of O'Fallon, and the chief administrative officer of Participating Agency.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS MEMORANDUM OF PARTICIPATION ON THE DATES HEREINAFTER SET FORTH.:

CITY OF O'FALLON, MO.

By:

Michael Snowden, City Administrator

Date

CITY OF COTTLEVILLE, MO.

By:

[Name/Title]

Date

CITY OF LAKE ST. LOUIS, MO.

By:

[Name/Title]

Date

CITY OF ST. CHARLES, MO.



By:

Daniel J. Borgmeyer, Mayor

_____ Date

Attest:

Kimberly Hudson, City Clerk

CITY OF ST. PETERS, MO.

By: _____
[Name/Title] Date

CITY OF WENTZVILLE, MO.

By:

[Name/Title]

Date

EXHIBIT "A" RESPONSIBILITIES OF THE COMMANDING OFFICER

1. **Supervision of RTIC personnel:** Personnel assigned to the unit shall be subject to the direct supervision and control of the Commanding Officer. In this role the Commanding Officer shall also ensure the member working at the RTIC understands and complies with RTIC policies and procedures.
2. **Updates:** Ensure that policies and procedures are updated and revised in accordance with all applicable laws.
3. **Liaison:** Shall serve as the principal liaison between the RTIC and participating and outside agencies; and shall be responsible for maintaining regular liaison and communication with the Board.
4. **Maintenance and upkeep of property:** Shall be responsible for the maintenance and upkeep of the RTIC property, equipment, and office space.
5. **Training:** Oversee the establishment and maintenance of proper training for the personnel assigned to the RTIC.
6. **Scheduling:** The RTIC will operate during fluctuating hours of the day and days of the week based on a number of factors including, but not limited to, peak activity, special events, natural disasters, scheduled task force deployments and training evolutions. As such, scheduling will be created by the Commanding Officer in as equitable and balanced manner as feasible.

RCA FORM (OFFICE USE ONLY)

Bill # 14094

MEETING/DATE: 6/23/2026

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 #6).

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 sixth 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. Gao Finance Dir. Gao Dir. of Admin. [Signature]

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 #6)

Whereas, the Mayor has recommended to the City Council that the 2026 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>
100-199-199-439000-	GRANT REVENUE	\$500.00	
100-199-199-450911-	CONTRIBUTION REVENUE	\$20,000.00	
100-199-199-431999-	FEDERAL GRANT	\$49,427.50	
217-302-199-447101-	CONCESSION REVENUE	\$100,000.00	

SECTION 2. Ordinance Number 25-086 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2026, is hereby amended by decreasing the following revenue accounts by the following amounts:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>	<u>Project</u>
	NONE		

SECTION 3. Ordinance Number 25-086 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2026, is hereby amended by increasing the following expenditure accounts by the following amounts:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>	<u>Project</u>
215-500-572-743014-	REPAIR&MAINT SEWER LINE	\$213,000.00	
100-220-210-761099-	SUPPLIES AND EQUIPMENT	\$500.00	
100-110-111-733099-	PROFESSIONAL SERVICES	\$20,000.00	
100-240-131-874199-	MACHINERY & EQUIPMENT	\$49,427.50	
420-502-502-873101-	OTHER IMPROVEMENTS	\$87,000.00	26ENGST004
217-217-131-873109-	PARK IMPROVEMENTS	\$300,000.00	26PARKS011
217-217-301-766301-	CONCESSION SUPPLIES	\$100,000.00	

SECTION 4. Ordinance Number 25-086 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2026, is hereby amended by decreasing the following expenditure accounts by the following amounts:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>	<u>Project</u>
	NONE		

SECTION 5. Ordinance Number 25-086 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2026, is hereby amended by increasing the following fund balance accounts by the following amounts:

<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>
215-199-199-321001-	SEWER LATERAL FUND	\$213,000.00	
420-199-199-321001-	STREET CONSTR. FUND	\$87,000.00	
217-199-199-321001-	PARKS FUND	\$300,000.00	

SECTION 7. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Date Passed

Mark A. Hollander, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Form:

Attest:

Holly Magdziarz 6/15/26
Holly Magdziarz, City Attorney Date

City Clerk





June 23, 2026

To: Members of City Council

From: Finance Department

SUBJECT: Proposed Amendment to the 2026 Budget
Budget Amendment# 6

The following budget amendment summary is presented for your consideration.

GRANT

- The Police Department received \$500.00 from the Walmart Spark Grant. We would like to use these funds for K9 equipment and supplies. We are requesting an increase in K9 Supplies Expense and a corresponding increase in Grant Revenue.
- The Fire Department was awarded several urban and search rescue supplies through a STARRS Grant worth \$49,427.50. We are requesting an increase in grant revenue for \$49,427.50 and a corresponding increase in specialized equipment expense.

FUND BALANCE

- The Public Works Department is requesting an additional \$213,000.00 in fund balance from the Sewer Lateral Insurance Fund to cover the cost of sewer line repairs for the remainder of the year. We have already expended \$214,267.90 this year.

MEALS ON WHEELS

- The Mayor's Department would like to use \$20,000.00 of the Homelessness portion of Meals on Wheels Donations to fund a contract with Eden Village. The agreement will allow Eden Village to provide services including identification of property and consulting relate to the creation of an Eden Village community in the City.

FIRST CAPITOL SHARED USE PATH BRIDGE

- Engineering has identified that this project needs an additional \$87,000.00 in funding for design. We are requesting to use Street Construction Fund Balance for this addition.



PARKS CONCESSIONS

- Concession sales to date have exceeded expectations. If the projections continue at this pace for the remainder of the season, it is a 30% increase to original budget. We are requesting an increase in Concession Revenue of \$100,000.00 and a corresponding increase in Concession Supplies Expense of \$100,000.00.

PARKS PLAYGROUND RESURFACING

- The playground surfacing at Wapelhorst needs to be replaced. Initial inquiries about pricing indicated approximately \$170,000.00 is needed for the repair. We are requesting to move \$300,000.00 from Parks Fund Balance for this repair and to hold the remainder for other playground surfacing as necessary.

RCA FORM (OFFICE USE ONLY)

Bill # 14095

MEETING/DATE: 6/23/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): N/A

Sponsor(s): Mark Hollander

Description:

An ordinance amending Section 115.310 of the Code of Ordinances to update the list of persons required to file a financial disclosure report.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

Upon enactment, this ordinance will update the list of City officials who are required under State law to file annual personal financial disclosure reports in order to reflect the current organizational structure.

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

Fiscal Impact: \$ 0.00 N/A

Account #: _____

Project #: _____

RCA prepared by: MAO Dept. Dir. Hem Finance Dir. gao Dir. of Admin. U

Sponsor: Mark Hollander

AN ORDINANCE AMENDING SECTION 115.310 OF THE CODE OF ORDINANCES TO UPDATE THE LIST OF PERSONS REQUIRED TO FILE A FINANCIAL DISCLOSURE REPORT.

WHEREAS, State law requires that local government officials disclose potential conflicts of interest and substantial interests in order to ensure 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; and

WHEREAS, the City has adopted a policy to fulfill these obligations under state law; and

WHEREAS, the City wishes to update the list of City officials who are decision-making public servants and need to file an annual personal financial disclosure report in order to reflect current organizational structure.

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

SECTION 1. Section 115.310 of the Code of Ordinances of the City of St. Charles, Missouri is hereby amended to read as follows:

Section 115.310 Persons Required To File Financial Disclosure Reports.

- A. The following persons shall disclose the information required by Section 115.320 of this Chapter:
1. Mayor;
 2. Councilmembers;
 3. Candidates for Mayor or Council;
 4. Director of Administration; and Assistant Director(s) of Administration;
 5. City Attorney and Assistant City Attorney;
 6. City Clerk;
 7. Purchasing Manager;
 8. Director of Public Works;
 9. Director of Community Development;
 10. Director of Finance;

11. Director of Parks and Recreation;
12. Police Chief;
13. Fire Chief;
14. Director of Convention and Visitors Bureau;
15. Director of Economic Development;
16. Director of Human Resources;
17. Director of Innovation and Technology;
18. Director of Engineering;
19. Director of Special Events and ~~Communications~~ Promotions; and
20. Director of Communications and Marketing;
21. Members of the following City Committees ~~boards and commissions~~:
 - a. Board of Adjustment;
 - b. Planning and Zoning Commission; and
 - c. Parks and Recreation Board.
22. Municipal judge.

SECTION 2. The portions of this ordinance shall be severable. If any clause, word, paragraph, section, or other part or portion of this ordinance is held to be invalid, illegal, or unconstitutional for any reason, the City Council hereby declares it would nevertheless have enacted the remaining portions thereof and such remaining portions shall remain in full force and effect.

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.

<p>Underlined text is inserted. Struck through text is deleted.</p>

Date Passed

Mark Hollander, Presiding Officer



Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 6/9/2026
Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk

Underlined text is inserted. ~~Struck through~~ text is deleted.

RCA FORM (OFFICE USE ONLY)

Bill # 14096

MEETING/DATE: 6/23/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): N/A

Sponsor(s): Mark Hollander

Description:

An ordinance amending Section 125.040 of the Code of Ordinances pertaining to the meetings of a City committee to add the requirements of notice to and attendance of the City Attorney or designated representative at closed sessions.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

Upon enactment, this ordinance will add a new subsection to Section 125.040 setting forth a procedure to follow in the event that a City board, commission or committee anticipates that it has a need to meet in a closed session at their regularly scheduled meeting or otherwise. This amendment will facilitate the provision of confidential legal advice to the members of the board, commission or committee and, further, ensure compliance with Chapter 610 of the Revised Statutes of Missouri.

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

Fiscal Impact: \$ 0.00 N/A

Account #: _____

Project #: _____

RCA prepared by: MAO Dept. Dir. Hcum Finance Dir. qao Dir. of Admin. g

Sponsor: Mark Hollander

AN ORDINANCE AMENDING SECTION 125.040 OF THE CODE OF ORDINANCES PERTAINING TO THE MEETINGS OF A CITY COMMITTEE TO ADD THE REQUIREMENT OF NOTICE TO AND ATTENDANCE OF THE CITY ATTORNEY OR DESIGNATED REPRESENTATIVE AT CLOSED SESSIONS.

WHEREAS, Section 125.010 of the Code of Ordinances of the City of St. Charles, Missouri defines a "Committee" to mean a City board, commission, or committee; and

WHEREAS, to facilitate the provision of confidential legal advice and, further, to ensure compliance with Chapter 610 of the Revised Statutes of Missouri by all City boards, commissions and committees, this ordinance shall amend Section 125.040 to further such purposes.

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

SECTION 1. Section 125.040 of the Code of Ordinances of the City of St. Charles, Missouri is hereby amended to read as follows:

Section 125.040. Notice of Meetings – Internal Structure – Minutes Of Meetings – Quorum And Voting – ~~Internal Structure~~ Closed Sessions

- A. Notice Of Meetings. Committees are subject to the Missouri Open Meeting Law and Chapter 115, Article V. At least twenty-four (24) hours' notice shall be given prior to any meeting of a Committee. The notice shall be posted in a publicly accessible area in the City Hall Building and at any other place that may be deemed appropriate.
- B. Meetings shall be held periodically as necessary, and each Committee is authorized to approve an annual or recurring schedule of meetings. In the event of conflict with holidays or other events, the Chairperson may change the day of the meeting. Special meetings of a Committee may be called by the Chairperson provided all members of the Committee are sent written notification three (3) days prior to the meeting.
- C. Each year each Committee shall elect one (1) member as Chair, one (1) member as Vice Chair, and one (1) member as Secretary. The Chair shall preside over all Committee meetings and fulfill any other duties prescribed by applicable law, and the Vice Chair shall preside in the Chair's absence. The Secretary shall preside in case of the absence of the Chair and Vice Chair.

- D. Minutes Of Meetings. Minutes of meetings of all Committees of the City shall be kept by the Secretary and filed at the City Clerk's office. Copies of all minutes of Committee meetings shall be forwarded to the Mayor and City Council for their information, with no formal action required unless desired or deemed necessary by the City Council. Any monthly or annual Committee reports shall be submitted to the Mayor.
- E. Quorum And Voting. Notwithstanding any ordinance to the contrary, a quorum shall consist of a minimum of fifty percent (50%) of those members who have been appointed. Vacant positions shall not be counted as part of the total membership in determining a quorum. Unless otherwise provided by Charter, the Code of Ordinances, or as prescribed by law, the affirmative vote of a majority of the members of the Committee present shall be necessary to adopt a motion. For any Committee where the Councilmember liaison and/or the Mayor may vote, the voting Councilmember liaison and/or Mayor qualify as a "member" for purposes of this Subsection.
- F. Closed Sessions.
1. Whenever a Committee reasonably anticipates that it may need to meet in closed session, the Committee Chairperson shall promptly notify the staff liaison assigned to the Committee of the anticipated need for a closed session and the general legal basis for the proposed closed session.
 2. Upon receiving notice from the Committee Chairperson, or upon otherwise becoming aware that a Committee may need to meet in closed session, the staff liaison shall promptly notify the City Attorney of the anticipated need for a closed session and the general legal basis for the proposed closed session.
 3. The City Attorney, or the City Attorney's designee, shall be permitted to attend any closed session of any Committee for the purpose of providing legal advice, ensuring compliance with applicable law, and protecting the legal interests of the City.
 4. Nothing in this section shall be construed to require the City Attorney or the City Attorney's designee to attend every closed session, to authorize a closed session that is not otherwise permitted by Chapter 610, RSMo., or to prevent a Committee from conducting a closed session authorized by law, provided that the notice and attendance requirements of this section have been satisfied.

Underlined text is inserted. ~~Struck through~~ text is deleted.

SECTION 2. The portions of this ordinance shall be severable. If any clause, word, paragraph, section, or other part or portion of this ordinance is held to be invalid, illegal, or unconstitutional for any reason, the City Council hereby declares it would nevertheless have enacted the remaining portions thereof and such remaining portions shall remain in full force and effect.

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:
<u>Holly Magdziarz</u> _____	_____
Holly Magdziarz, City Attorney	Kimberly Hudson, City Clerk
6/9/2026 _____	
Date	



Underlined text is inserted. ~~Struck through~~ text is deleted.

RCA FORM (OFFICE USE ONLY)

Bill # 14097

MEETING/DATE: 6/23/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): N/A

Sponsor(s): Mark Hollander

Description:

An ordinance amending Section 140.050 of the Code of Ordinances related to settlement authority for claims against the City.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

Ordinance No. 2020-052 authorized the City Attorney to enter into compromise settlements on behalf of the City of St. Charles when the claim or lawsuit by or against the City may be settled for \$50,000 or less, and when, in the City Attorney's opinion, the compromise settlement serves the interests of the City. Upon enactment of this ordinance, such authority will be codified.

Furthermore, this ordinance provides clarification as to the procedures to be followed by the Finance Department in the event of any judgment entered against the City, employees, or officials.

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

Fiscal Impact: \$ 0.00 N/A

Account #: _____

Project #: _____

RCA prepared by: MAO Dept. Dir. Hem Finance Dir. gao Dir. of Admin. ☺

Sponsor: Mark Hollander

AN ORDINANCE AMENDING SECTION 140.050 OF THE CODE OF ORDINANCES RELATED TO SETTLEMENT AUTHORITY FOR CLAIMS AGAINST THE CITY.

WHEREAS, Ordinance 2020-052 authorized the City Attorney to enter into settlements of claims and lawsuits for \$50,000 or less, and such ordinance remains in effect but was not codified; and

WHEREAS, this bill seeks to codify that authorization as well as provide explicit authority for settlement of additional claims and lawsuits against the City.

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

SECTION 1. Section 140.050 of the Code of Ordinances of the City of St. Charles, Missouri is hereby amended to read as follows:

Section 140.050 Release and Settlement of Claims Against the City — Procedure.

- A. No claim for damages made against the City shall be paid without the claimant first executing a release and settlement of claim in the form approved by the City Attorney and the Finance Director as required by Charter Section 7.4(b).
- B. Nothing in this Section is intended to guarantee payment of any claim made against the City.
- C. Claims for damages shall be paid within five (5) business days from the date of the claimant's and Mayor's execution of the release and settlement of claim form.
- D. The release and settlement of claim form shall be in substantially a form on file in the City Clerk's office.
- E. Settlement Authority. The City Attorney is authorized to adjust, settle, compromise or submit to arbitration any action, causes of action, accounts, debts, claims, demands, disputes and matters in favor of or against the City or in which the City is concerned as debtor or creditor, now existing or which may hereafter arise and not involving or requiring payment to exceed \$50,000.00. Claims in excess of \$50,000.00 may be settled upon the

recommendation of the City Attorney and the approval of a majority of the City Council.

F. Satisfactions of Judgments and Claims. Judgments entered against the City, employees, or officials, except judgment for punitive or exemplary damages, shall be self-executing and shall not require any further legislative action. The Director of Finance is authorized to pay any and all such judgments upon finality as advised by the City Attorney. Payment of judgments shall include all court-ordered costs and attorney's fees. The Director of Finance is further authorized to pay any and all claims as provided in Subsection E, above, upon the advice of the City Attorney.

SECTION 2. The portions of this ordinance shall be severable. If any clause, word, paragraph, section, or other part or portion of this ordinance is held to be invalid, illegal, or unconstitutional for any reason, the City Council hereby declares it would nevertheless have enacted the remaining portions thereof and such remaining portions shall remain in full force and effect.

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 6/9/2026
Holly Magdziarz, City Attorney Date Kimberly Hudson, City Clerk



Underlined text is inserted. ~~Struck through~~ text is deleted.

RCA FORM (OFFICE USE ONLY)

Bill # 14098

MEETING/DATE: 6/23/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 6

Sponsor(s): Justin Foust

Description:

Approve the Record Plat for Truman Meadows.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

A record plat for the Truman Meadows Subdivision, creating six (6) groupings of forty-four (44) town home units with common ground, totaling 8.497 acres. The plat complies with the Zoning Code, Subdivision Regulations, and the previously approved Truman Meadows Preliminary Development Plan associated with applications SUB-2025-05, Z-2025-14, and Z-2025-15. The subject property is located in Ward 8 and zoned PD-R Planned Development - Residential District.

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]

Bill No. 14098

Ordinance No. _____

Sponsor: Justin Foust

AN ORDINANCE APPROVING THE RECORD PLAT FOR TRUMAN MEADOWS, A SUBDIVISION OF THE CITY OF SAINT CHARLES, MISSOURI.

Whereas, Charlestowne Crossing, LLC, owner, has laid out a Subdivision within the City of Saint Charles, Missouri under the name Truman Meadows (hereinafter, the "Subdivision") and has caused to be made an accurate plat thereof, a copy of which is identified as Exhibit A, attached hereto and incorporated by this reference (hereinafter, the "Plat"); and

Whereas, the Plat accurately sets forth and describes all parts of the land within the Subdivision reserved for public purposes; and

Whereas, the Plat accurately sets forth and describes all lots by their precise length and width and by number; and

Whereas, the Plat has been drawn to scale and the scale is noted thereon, has written on its face the title of the Subdivision, and identifies the United States Survey the Subdivision purports to be located; and

Whereas, the Plat designates, reflects, and shows markers and established points so that the precise location of the land platted can be determined upon inspection of the Plat; and

Whereas, no taxes are due against the land proposed to be platted; and

Whereas, the Plat is submitted to the City Council of the City of St. Charles, Missouri, for its approval;

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

SECTION 1. The Plat for Truman Meadows is hereby approved subject to compliance with all recommendations and requirements approved or made by the City Council.

SECTION 2. The City Clerk is authorized to endorse the City's approval upon the Plat by signature and by the Seal of the City.

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

Bill No. 14098

Date Passed

Mark Hollander, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 6/9/2026

Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk



**SIGN
HERE**

RCA FORM (OFFICE USE ONLY)

Bill # 14099

MEETING/DATE: 6/23/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): All

Sponsor(s): Steve Hollander, Mark Hollander

Description:

AN ORDINANCE AMENDING ORD #25-086 BY AMENDING CERTAIN REVENUE, EXPENDITURE, AND FUND BALANCE ACCOUNTS FOR THE FISCAL YEAR 2026 (BUDGET AMENDMENT #7).

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 seventh budget amendment for the year 2026.

Additional information is attached.

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. gao Finance Dir. gao Dir. of Admin. [Signature]

Bill No. 14099

Ordinance No. _____

Sponsor: Mark A. Hollander, Steve Hollander

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 #7)

Whereas, the Mayor has recommended to the City Council that the 2026 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>
100-190-131-610002-	PART TIME WAGES	\$28,872.83	
100-190-131-622001-	FICA ER PORTION	\$2,208.77	

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>
	NONE		

SECTION 5. Ordinance Number 25-086 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2026, is hereby amended by increasing the following fund balance accounts by the following amounts:

<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	\$31,081.60	

SECTION 7. This Ordinance shall be in full force and effect from and after the date of its passage and approval.



Date Passed

Mark A. Hollander, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Form:

Attest:

Holly Magdziarz 6/17/2026
Holly Magdziarz, City Attorney Date

City Clerk



June 23, 2026

To: Members of City Council

From: Finance Department

SUBJECT: Proposed Amendment to the 2026 Budget
Budget Amendment# 7

The following budget amendment summary is presented for your consideration.

HOUSING & HUMAN SERVICES COORDINATOR

- The City is requesting the use of General Fund Balance to fund a part time position in the Mayor's office. The purpose of this position is to coordinate housing stability and homeless assistance initiatives; conduct outreach and case management for vulnerable residents; develop and administer housing and human service programs; and support the City's efforts to address homelessness, housing needs, and related community development objectives.



TO: City Council
FROM: Office of the Mayor
DATE: June 16, 2026
SUBJECT: Community Services Coordinator

The Mayor's Office is requesting City Council support for the creation of a Community Services Coordinator position to provide dedicated staff capacity for addressing growing community needs related to homelessness, housing instability, behavioral health, and other quality-of-life concerns and opportunities.

Data from the Police Department and community partners demonstrates increasing demand for assistance, while many organizations providing services are experiencing funding constraints and limited capacity. As a result, residents, businesses, churches, and service providers increasingly turn to the City seeking information, assistance, and coordination.

St. Charles is fortunate to have numerous nonprofit organizations, faith-based groups, public agencies, and volunteers committed to helping. However, without a central point of accountability, efforts can become fragmented, resulting in duplication of services, gaps in assistance, and a continued cycle of crisis response rather than long-term solutions. As resources become more limited, maximizing the effectiveness of those that already exist becomes increasingly important.

The City also has a significant opportunity to support the development of Eden Village through a federal grant program that awarded approximately \$3 million in 2026. Due to the limited application window and the substantial number of partnerships, commitments, and supporting elements required to assemble a competitive package, there was insufficient time to complete the process during the 2026 cycle. Based on discussions with program representatives, the City and its partners are well positioned to pursue funding again in 2027 and would be strong candidates for approval if the necessary groundwork is completed in advance.

The Eden Village initiative represents an opportunity to provide dignity, stability, and a path forward for neighbors experiencing homelessness, because no one should have to sleep outside. Successfully preparing for the 2027 application cycle will require ongoing coordination among nonprofits, faith-based organizations, service providers, volunteers, and public agencies. These responsibilities do not naturally fall within any existing department and require a central point of accountability to ensure that the many moving pieces are brought together and maintained over time.

The Community Services Coordinator would serve as the City's central point of contact for these efforts. Working alongside the Police Department, Human Services Task Force, and community partners, the position would help build relationships with individuals experiencing homelessness, support strategic initiatives, coordinate available resources, pursue grant opportunities, and move efforts from a reactive response to a more proactive and sustainable approach.

While homelessness and housing stability would be significant areas of focus, the position would also support broader community initiatives through partnerships with organizations addressing issues such as bullying prevention, addiction educational opportunities for families, senior support services, and ongoing efforts to prevent and mitigate the impacts of opioid addiction through programs funded by the City's opioid settlement resources. More broadly, the position would help identify and support opportunities that enhance quality of life and strengthen the well-being of residents.

This approach emphasizes collaboration and accountability, maximizing limited resources through coordinated, solution-oriented efforts that empower individuals toward stability and self-sufficiency rather than perpetuating dependency. By strengthening partnerships and ensuring existing resources are leveraged as effectively as possible, this position represents an opportunity to improve quality of life for residents and businesses throughout the community.

The Mayor's Office respectfully requests City Council's support in establishing this position.

Sincerely,



Daniel J. Borgmeyer
Mayor

Community Council

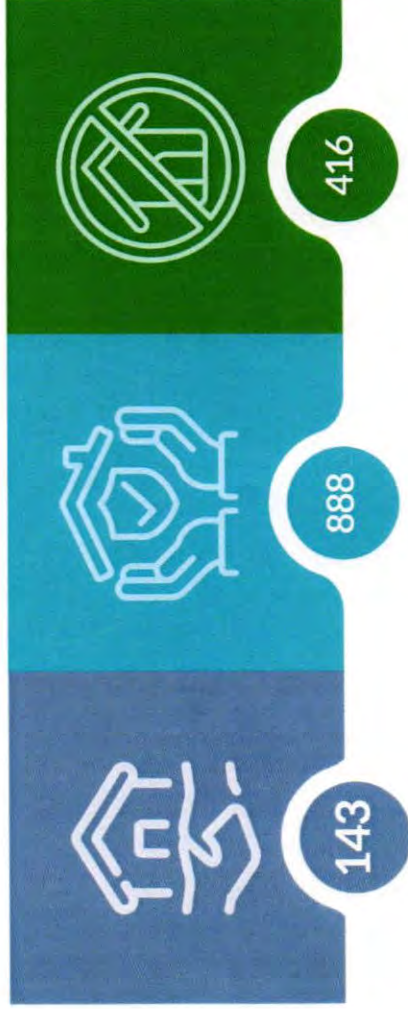
Connecting People to Resources.
Resources to People.

community council

Proudly serving Lincoln, Warren, & St. Charles Counties since 1954



2025 St. Charles City Overview



Who is affected?

- 30% are families
- 25% are single-parent households with children
- 42% have a chronic health or physical disabilities
- 40% live with mental illness
- 31% include at least one employed adult
- Average time homeless: 7 months

Rehoused

Collectively for the city of St Charles Continuum of Care (COC) rehoused 143 households.

Prevention

Assisted 888 individuals to prevent homelessness

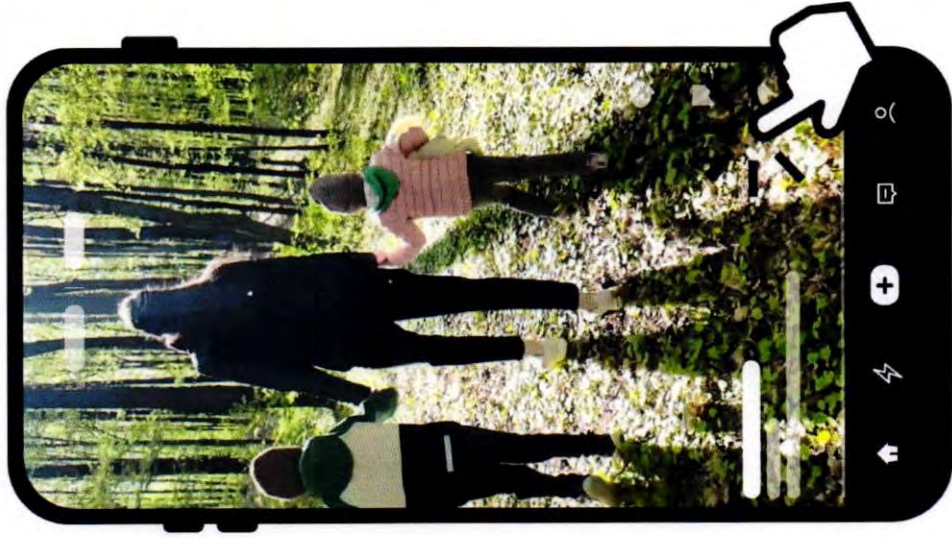
Became Homeless

416 newly identified individuals became homeless in the city of St Charles



Homelessness is not just an individual issue. It impacts working families, children, seniors, and people living with disabilities.

Demographics: Children & Youth Served in 2025



The Faces Behind the Numbers

Nearly **40%** of those seeking assistance were **children and youth**.

Homelessness increasingly impacts families with children across our region. Every number represents a young life in need of stability, safety, and hope.

community council

The Challenge and the Opportunity

Homelessness is Solvable But Resources Matter

Why People Become Homeless

- Average 1-bedroom rent: **\$1,598/month**
- **16%** of households spend over half of their income on housing
- Single mother needs to make approximately **\$52,000/year** to afford rent

What Works

- **90%** are experiencing homelessness for the first time
- **60%+** can be rehoused within 3-6 months
- **95%** remain housed for at least 2 years after rehousing
- Only **7%** are chronically homeless



room for
HOPE

Growing Need Across the Region

Need grows faster than available resources. 580 households currently on the Housing Priority List, with family homelessness rising and limited affordable housing options across the tri-county region.

580 Households on Housing Priority List

↑ Family Homelessness Is Rising

LIMITED Affordable Housing Options

0 Emergency Shelters in St. Charles County

↑ Population Growth Outpacing Resources

community council

Funding Mismatch with Real Consequences

Annual HUD CoC funding comparison: Tri-County vs. St. Louis City & County

Continuum of Care	Total HUD Funding	\$ Per Unhoused Individual	Planning Funds
Tri-County: St. Charles, Lincoln & Warren Counties	\$721,990	\$986	\$50,000
St. Louis County	\$2,935,242	\$7,545	\$355,244
St. Louis City	\$15,679,664	\$9,578	\$1,082,232

Tri-County: Regional Population Served

Homeless **25%** Unsheltered **36%** Regional Funding Received **4%**

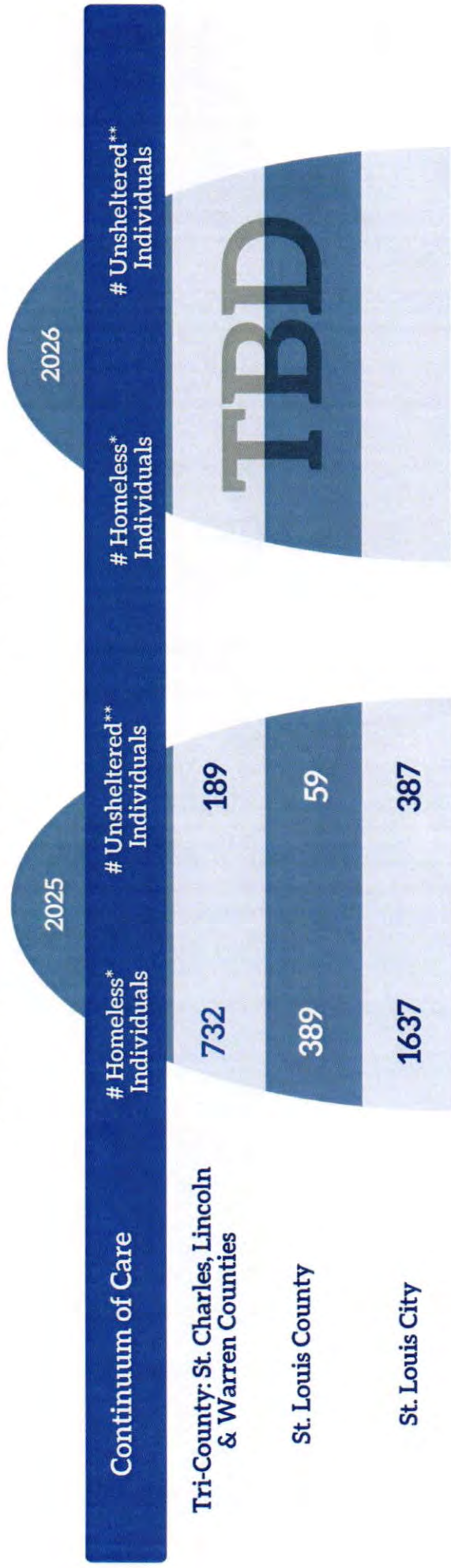
Tri-County CoC serves one in four people experiencing homelessness and more than one in three unsheltered individuals in the region, it receives only 4% of regional funding.

community council

Funding Mismatch with Real Consequences

Results for 2025 & 2026 Point In Time Count by County

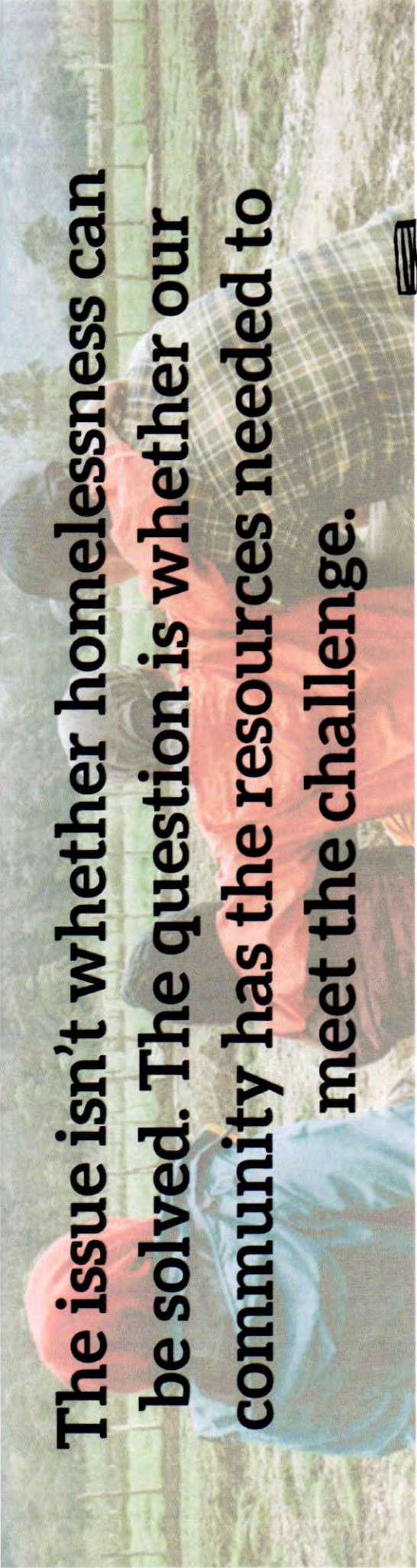
The Point-in-Time Count helps tell the story of homelessness in our community. The data is used to track trends, inform local planning efforts, and support federal funding decisions. For communities like ours, these numbers matter because they help demonstrate both the scale of need and the impact of the resources we receive. As you'll see in the following slides, the needs in our region continue to grow, making it even more important that funding levels align with the realities facing the families and individuals we serve.



**Homeless, everyone who lacks stable housing. That includes people staying in emergency shelters, transitional housing programs, hotels paid for by assistance programs, or places not meant for human habitation.

**Unsheltered, refers to the specific number of homeless people living outside, in vehicles, tents, abandoned buildings, or other places not intended for people to live.

community council



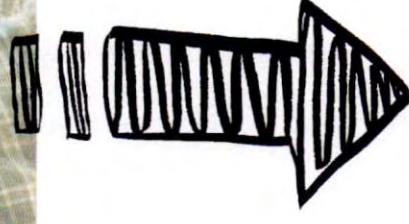
The issue isn't whether homelessness can be solved. The question is whether our community has the resources needed to meet the challenge.

What We Know

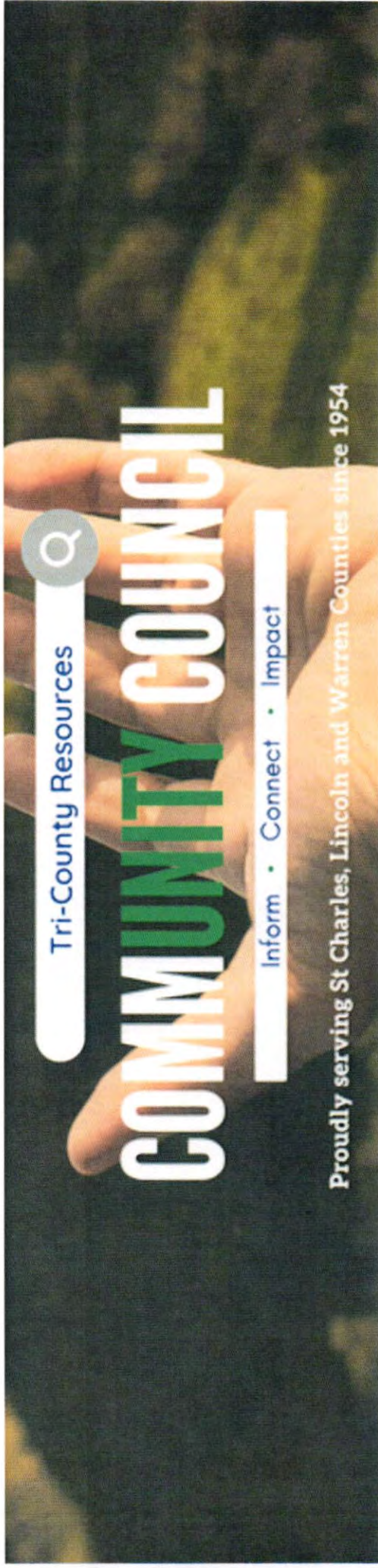
- Family homelessness is increasing across the region
- Growing demand for housing and support services
- Federal investment is disproportionately low
- Local organizations try to absorb the funding gap but it is not enough

The Result

- Longer waits for housing assistance
- Limited available housing resources
- Increased strain on service providers
- Greater risk of chronic homelessness for families



Everyone deserves access to support systems that help move them from crisis to stability **regardless of the county they live in.**



Moving Forward Together

What We Need

- Greater awareness of funding disparity
- Regional advocacy
- Strong local partnerships
- Continued investment in housing stability solutions



"Every family deserves access to support systems that help move them from crisis to stability."

City of St. Charles Position Description

Position Title: Community Services Coordinator
Pay Grade: Part Time
Reports to: Mayor's Office
Approved: TBD

Purpose of Position

Under the direction of the Mayor's Office, this position serves as the City's central point of coordination for community partnerships, human services initiatives, and special projects addressing housing stability. The position serves as a liaison between the Mayor, City departments, service providers, and community stakeholders to promote coordinated responses to community needs.

The position connects residents with available resources, facilitates collaboration among nonprofit organizations and public agencies, and provides project management support for community-based initiatives and other efforts assigned by the Mayor's Office.

This position emphasizes collaboration and resource coordination among service providers and stakeholders and does not provide clinical assessments, counseling, or case management services.

Resident Resource Coordination

- Serve as the City's primary point of contact regarding human service resources.
- Provide information and referrals to residents and connect individuals with appropriate agencies for intake and support services.
- Maintain and continually update a comprehensive directory of public, nonprofit, faith-based, and private assistance programs.
- Maintain resource information on City websites and communication platforms.

Community Partnerships and Collaboration

- Collaborate with Police, Fire, Streets, Parks, MODOT, emergency responders, and social service agencies to address and evaluate community concerns and report to Mayor.
- Coordinate relationships with nonprofit organizations, churches, healthcare providers, educational institutions, businesses, and governmental agencies.
- Coordinate meetings and collaborative efforts among community partners.
- Coordinate with City departments to implement community initiatives and improve communication.
- Assist with community outreach and public education efforts related to housing, homelessness, and human services initiatives.

Strategic Initiatives and Program Administration

- Provide staff support for the Mayor's Human Services Task Force and other advisory bodies as assigned, and assist with implementation of recommendations and initiatives.
- Coordinate stakeholders, timelines, and implementation activities for special projects and strategic initiatives assigned by the Mayor's Office.

- Identify grant opportunities and assist with grant administration, reporting, and compliance requirements, including initiatives supported through opioid settlement resources and other designated funding sources.
- Track program activities and prepare reports, presentations, and recommendations for City leadership and elected officials.
- Recruit and coordinate volunteers and community partners as needed to support community initiatives.

Minimum Training and Experience Required

- High school diploma or equivalent required.
- Bachelor's degree in public administration, nonprofit management, community development, human services, or a related field is preferred, or experience in local government, nonprofit organizations, housing stability, homelessness response, behavioral health, grant administration, or related fields.
- Strong communication, relationship-building, and project management skills are essential.
- Ability to establish and maintain effective working relationships with public officials, service providers, volunteers, and community stakeholders.
- A valid driver's license is required.

RCA FORM (OFFICE USE ONLY)

Bill # 14/06

MEETING/DATE: 6/23/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 2

Sponsor(s): Mark Hollander

Description:

An Ordinance authorizing the vacation of certain water and sewer easements located within the New Stone Subdivision.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

Ordinance 2012-58 vacated the alley, but retained the easement rights. This ordinance is petitioning to vacate the easement rights on these three lots, utility releases are attached.

On July 17, 1964 the City of St. Charles obtained a sewer and water line easement on the property. As of this date, there are no sewer mains or water mains located in the easement and no plans to utilize the easements in the future. This ordinance is petitioning to vacate the sewer and water line easement rights on these three lots.

Staff recommends approval of this Ordinance.

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

Fiscal Impact: \$ 0.00 N/A

Account #: N/A

Project #: _____

RCA prepared by: JG Dept. Dir. OM Finance Dir. Jao Dir. of Admin. Q

Sponsor: Mark Hollander

AN ORDINANCE AUTHORIZING THE VACATION OF CERTAIN WATER AND SEWER EASEMENTS AND EASEMENT RIGHTS LOCATED WITHIN THE NEW STONE SUBDIVISION ON THREE (3) TRACTS OF LAND WITH PARCEL IDENTIFICATION NUMBERS 6-014A-D177-00-0001.0000000 AND 6-014A-D177-00-0002.0000000 AND 6-014A-D177-00-0003.0000000, AND, MORE SPECIFICALLY, WITH ADDRESSES OF 1038, 1034 AND 1030 SOUTH MAIN STREET, RESPECTIVELY, AND GENERALLY LOCATED AT THE INTERSECTION WITH BARBOUR STREET AS RECORDED IN DEED BOOK 2021R PAGE 101107 OF THE ST. CHARLES COUNTY RECORDER OF DEEDS.

Whereas, the City has received a request to vacate a sewer and water line easement granted by Deed Book 423, Page 597, recorded with the St. Charles County Recorder of Deeds, and located on three tracts of land with Parcel ID numbers 6-014A-D177-00-0001.0000000, 6-014A-D177-00-0002.0000000 and 6-014A-D177-00-0003.0000000, with commonly known addresses of 1038 S. Main Street, 1034 S. Main Street, and 1030 S. Main Street, respectively, generally located at the intersection with Barbour Street, and as described and further depicted in the attached Exhibit A; and

Whereas, the City has received a request to vacate its easement rights within the three tracts of land with the foregoing Parcel ID numbers and addresses which the City retained following the vacation of an alley pursuant to Ordinance No. 12-58 and as described therein, and as further described and depicted in the attached Exhibit A; and

Whereas, the existing easements proposed for vacation are no longer necessary and void of any utilities, and all affected utility companies have provided approvals for the easement vacations.

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

SECTION 1. The City Council authorizes the vacation of the sewer and water line easement granted by Deed Book 423, Page 597, recorded with the St. Charles County Recorder of Deeds, located upon three tracts of land with Parcel ID Nos. 6-014A-D177-00-0001.0000000, 6-014A-D177-00-0002.0000000 and 6-014A-D177-00-0003.0000000, with addresses commonly known as 1038 S. Main Street, 1034 S. Main Street, and 1030 S. Main Street, respectively, as depicted and described in the attached Exhibit A which is incorporated herein by this reference.

SECTION 2. The City Council authorizes the vacation of its easement rights within the three tracts of land with the foregoing Parcel ID numbers and commonly known

addresses, which the City retained following the vacation of an alley pursuant to Ordinance No. 12-58 and as described therein and, further, as described and depicted in the attached Exhibit A which is incorporated herein by this reference.

SECTION 3. The Mayor is authorized to execute any document necessary for the City of St. Charles to vacate and release the easements described in Section 1 and Section 2, and as shown on Exhibit A.

SECTION 4. The City Clerk shall cause a certified copy of this Ordinance, including Exhibit A, to be recorded in the St. Charles County Missouri Recorder of Deeds Office, to be indexed under the names of the City of Saint Charles, Missouri, as grantor and Katy Trail Development LLC as grantee.

SECTION 5. This Ordinance shall be in full force and effect from and after the date of its passage and approval.



Date Passed

Mark Hollander, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 6/11/2026
Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk

KATY TRAIL PLACE
#1028-1038 S. MAIN STREET
CITY OF ST. CHARLES, ST. CHARLES COUNTY, MO 63301



ENGINEERING
PLANNING
& SURVEYING, INC.
21 Park West Blvd.
St. Charles, MO 63301
636-584-5032
FAX 636-584-1718

Professional Engineer License No. 000000000
Professional Surveyor License No. 000000000

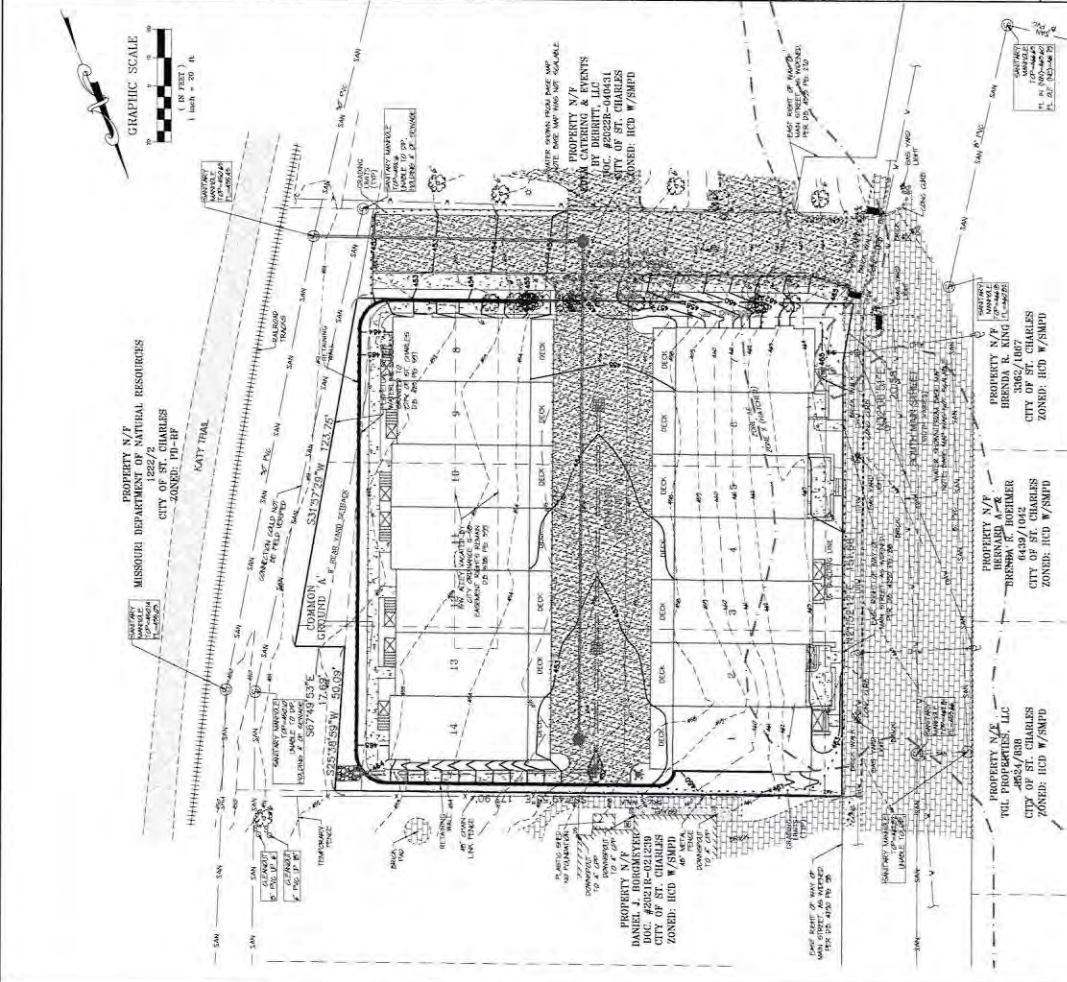
NO.	REVISIONS

LIABILITY
The Engineer, Planner, or Surveyor shall be responsible for the accuracy of the information or data furnished hereon. The Engineer, Planner, or Surveyor shall not be held responsible for any errors or omissions in the information or data furnished hereon by any other person or organization.

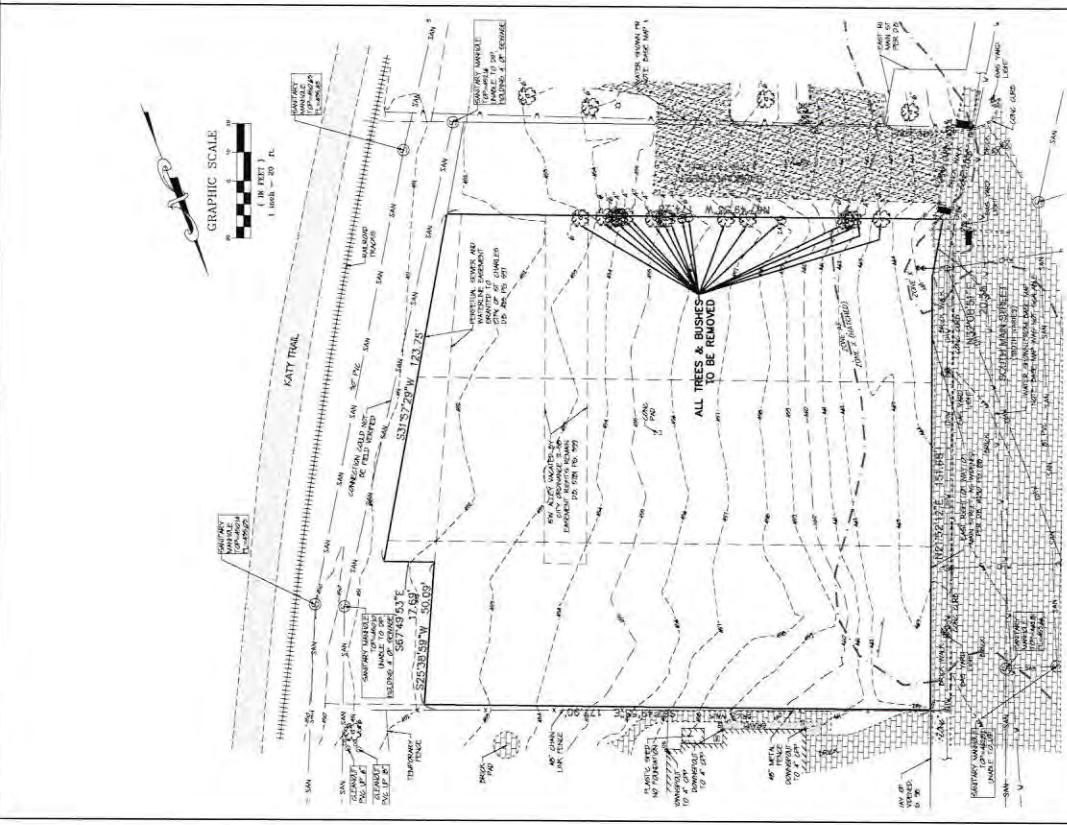


DATE: 06/29/2015
PROJECT NUMBER: 23-18249B
DESIGNER: J. B. STUBBS
CHECKER: J. B. STUBBS
SCALE: AS SHOWN
PROJECT: KATY TRAIL PLACE

GRADING
PLAN/EXISTING
CONDITIONS
PLAN



GRADING PLAN



EXISTING SITE CONDITIONS

5
S-2
L-5
E-4

CERTIFIED-FILED FOR RECORD
Barbara J. Hall
Recorder of Deeds
St. Charles County, MO
BY: Janice James

GENERAL WARRANTY DEED

C05-395

This Warranty Deed made and entered into this 26th day of July, 2005, by and between Whitehaven Properties LLC, of the County of St. Charles, State of Missouri ("Grantors") and the City of Saint Charles, Missouri, ("Grantee"), a Municipal Corporation of the State of Missouri. The address of the Grantee is as follows: 200 North Second Street, St. Charles, Missouri 63301. The property address is 1030 and 1034 S. Main St., St. Charles MO, 63301. The mailing address of the Grantor is 913 Lafayette Landing Pl, St. Charles MO, 63303.

WITNESSETH: That the said Grantors, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) and other good and valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, does by these presents, Grant, Bargain and Sell, Convey and Confirm unto Grantee, the following real estate situated in St. Charles County, Missouri;

Being the same real estate recorded in the Recorder's Office of St. Charles County, Missouri, in Book 3858, Page 2276 and Book 3858, Page 2347.

See Exhibit A and B Legal Description attached hereto and made part of hereof.

TO HAVE AND TO HOLD, the premises aforesaid with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining, unto said Grantee and unto its successors and assigns forever; said Grantors hereby covenanting that they are lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that they have good right to convey the same; that said premises are free and clear from any incumbrance

Page 2 - General Warranty Deed
Whitehaven Properties LLC. (Parcel 6)
South Main St Reconstruction


done or suffered by others or those under whomsoever may claim, and that they will warrant and defend the title to said premises unto said Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

Signed and executed the day and year first above written.

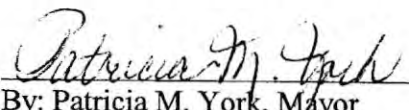


Whitehaven Properties LLC
Todd Dwyer
Attest:

CITY OF ST. CHARLES, MISSOURI



City Clerk

 9/23/05

By: Patricia M. York, Mayor Date



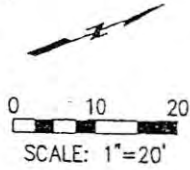
Page 3 - General Warranty Deed
Whitehaven Properties LLC. (Parcel 6)
South Main St Reconstruction
Notary Page

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

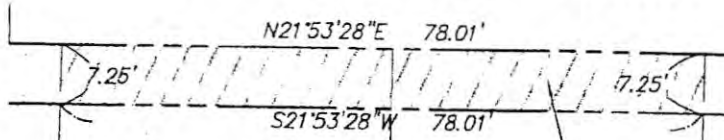
On this 26th day of July, in the year of 2005, before me Brian Faust, a Notary Public in and for said state, personally appeared Todd Dwyer, Managing Member, of Whitehaven Properties L.L.C. known to me to be the person who executed the within instrument in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

BRIAN FAUST
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI, ST. CHARLES COUNTY
COMMISSION NUMBER 05407384
MY COMMISSION EXPIRES JANUARY 11, 2009

Brian Faust
Notary Public



SOUTH MAIN STREET



NEW RIGHT OF WAY DEDICATION

PARCEL No. 6

N/F

Whitehaven Properties LLC

3858 / 2276

3858 / 2347

N67°23'42"W

S67°23'42"E

RECORD AS IS

EXHIBIT A

XRef Files:
 | obriggs | p:\2004\204081-south main st., boone's lick resvr\dwg\204081-FIELD-WITHCUT-FULL-LANE.dwg | DATE: 5/20/05 | TIME: 3:58:20 PM |



20 ALLEN AVENUE, SUITE 200
 ST LOUIS, MISSOURI 63119
 (314) 962-7900 / (314) 962-1253 Fax

RIGHT OF WAY DEDICATION PLAT

PART OF BLOCK 21 OF THE
 CITY OF ST. CHARLES, MISSOURI
 ST. CHARLES COUNTY, MISSOURI

Project No: 204081
 Drawn by: JPS
 Approved: FDI
 Date: 5-15-05
 Revised:

PARCEL NO. 6
EXHIBIT 12

EXHIBIT B

NEW RIGHT OF WAY DEDICATION DESCRIPTION

New right of way dedication being the West 7.25 feet of property conveyed to Tusler Family, L.L.L.P. by Quit Claim Deed recorded in Book 2355 Page 1042 of the St. Charles County records and being part of Block 21 of the City of St. Charles, Missouri, said new right of way dedication being more particularly as follows:

Beginning at the Southwest corner of said Tusler Family, L.L.L.P. tract and the East line of South Main Street said Southwest corner being North 21 degrees 53 minutes 28 seconds East 42.00 feet from the North line of Barbour Street as measured along said East line of South Main Street; thence along the East line thereof, North 21 degrees 53 minutes 28 seconds East a distance of 78.01 feet to the Northwest corner of said Tusler Family, L.L.L.P. tract; thence leaving said East line of South Main Street, along the North line of said Tusler Family, L.L.L.P. tract, South 67 degrees 23 minutes 42 seconds East a distance of 7.25 feet; thence leaving said North line, South 21 degrees 53 minutes 28 seconds West a distance of 78.01 feet to the South line of said Tusler Family, L.L.L.P. tract; thence along the South line thereof, North 67 degrees 23 minutes 42 seconds West a distance of 7.25 feet to the Point of Beginning containing 565 square feet or .01 of an acre more or less.

ORD
5-
L-4
S-2



20120518000368710 ORD
Bk:DE5781 Pg:399
05/18/2012 08:22:42 AM 1/5

CERTIFIED-FILED FOR RECORD
Barbara J. Hall
Recorder of Deeds
St. Charles County, Missouri
BY: JSTUTSMAN

Certified Copy

Recorder of Deeds Certificate St. Charles County Missouri

EXEMPT DOCUMENT

This document has been recorded under exempt status pursuant to RSMo 59.310.4.
This is the first page of your document—DO NOT REMOVE.



Barbara J. Hall
Recorder of Deeds
201 North Second Street, Suite 338
St. Charles, MO 63301



20120518000368710 2/5
Bk:DE5781 Pg:400

Title of Document: Ordinance Vacating the Right-of-Way of an Approximate 15 Foot Wide Alley Located at 1028 through 1038 South Main Street

Date of Document: April 4, 2012

Grantor: City of St. Charles, Missouri

Grantee: City of St. Charles, Missouri

Grantees Mailing Address: 200 N. Second St.
St. Charles, MO 63301

Legal Description: Exhibit A

Reference Book and Page Numbers: NA

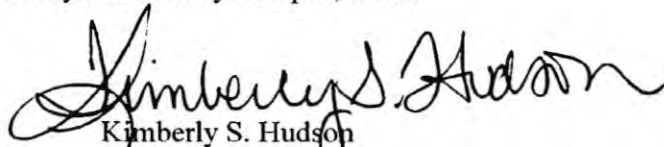
CERTIFICATION



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

I, Kimberly S. Hudson, Assistant City Clerk of the City of Saint Charles, Missouri, hereby certify that the following is Ordinance 12-58, as the same appears on record in my office.

IN WITNESS WHEREOF, I hereunto set my hand and affixed the seal of the City of Saint Charles, Missouri, at my office in said City this 4th day of April, 2012.



Kimberly S. Hudson
 Assistant City Clerk
 City of Saint Charles, Missouri



Bill No. 10719

Ordinance No. 12-58

Sponsors: Jerry Reese, Ron Stivison, Mary Ann Ohms, Tom Besselman, Bridget Ohmes

An Ordinance Vacating the Right-of-Way of an Approximate 15 Foot Wide Alley Located at 1028 through 1038 South Main Street.

Whereas, the City received a petition requesting the vacation of right-of-way consisting of an alley located from 1028 South Main Street through 1038 South Main Street.

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

SECTION 1. The Council finds that the approximate 15 foot wide alley located at 1028 through 1038 South Main Street, as described in the attached Exhibit A which is incorporated by this reference, is no longer needed as right-of-way and is hereby vacated as right-of-way.

SECTION 2. The Mayor and City Clerk are hereby authorized to execute all documents and perform all acts necessary to vacate and relinquish the City's interest in the right of way described as the alley in Exhibit A.

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

April 3, 2012
Date Passed

Michael Klinghammer
Michael Klinghammer, Presiding Officer

4/4/12
Date Approved by Mayor

Sally A. Faith
Sally A. Faith, Mayor

Approved as to Form:
Michael J. Valenti 3/16/2012
Michael J. Valenti, City Attorney Date

Attest:
[Signature]
City Clerk



Petition for Vacation or Acceptance of Right-of-Way/Easement
Within the City of St. Charles, Missouri

We, the owners of the tracts of land adjacent to a 15 foot wide Alley (ROW/Easement) within the City limits of the City of St. Charles, do hereby petition the Mayor and City Council to:

- Accept said streets as Provisional Streets according to City Code 505.330.
- Accept said streets as Public Streets according to City Code 505.340.
- Vacate said right-of-way [easement]

We the undersigned owners also understand and affirm that if public property rights do not currently exist, we shall donate and execute said donations at our expense, all land rights determined by the City as being necessary for said acceptance of streets or for vacation of right-of-way [easement] through the appropriate legal means which may include, but not necessarily be limited to resubdivision plats, deeds, easements, etc. The exact limits of the right-of-way or easements being petitioned are as follows:


Exhibit A

A TRACT OF LAND BEING A PART OF CITY BLOCK NO. TWENTY-ONE (21) OF THE CITY OF ST. CHARLES, MISSOURI, HAVING A FRONTAGE OF FIFTEEN (15) FEET ON THE NORTH LINE OF BARBOUR STREET, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK NO. 21; THENCE EASTWARDLY ALONG THE NORTH LINE OF BARBOUR STREET 125 FEET MORE OR LESS TO THE SOUTH WEST CORNER OF AN ALLEY, ALSO BEING THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE NORTHWARDLY ALONG SAID ALLEY 120 FEET MORE OR LESS TO THE SOUTH LINE OF A TRACT OF LAND CONVEYED TO KTL DEVELOPMENT, LLC RECORDED IN DEED BOOK 4664 PAGE 39 OF THE ST CHARLES COUNTY RECORDS; THENCE EASTWARDLY ALONG SOUTH LINE OF SAID PROPERTY, ALSO BEING THE NORTH LINE OF AN ALLEY, 15 FEET MORE OR LESS TO THE NORTH WEST CORNER OF A TRACT OF LAND CONVEYED TO KTL DEVELOPMENT, LLC IN DEED BOOK 4664 PAGE 39, ALSO BEING THE NORTH EAST CORNER OF AN ALLEY; THENCE SOUTHWARDLY ALONG THE WEST LINE OF SAID TRACT OF LAND, ALSO BEING THE EAST LINE OF AN ALLEY 120 FEET MORE OR LESS TO THE NORTH LINE OF BARBOUR STREET; THENCE WESTWARDLY ALONG THE NORTH LINE OF BARBOUR STREET, ALSO BEING THE SOUTH LINE OF AN ALLEY, 15 FEET MORE OR LESS TO THE POINT OF BEGINNING.



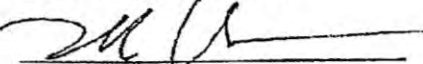
20120518000368710 5/5
Bk: DE5781 Pg: 403

Signatures of all adjoining property owners:



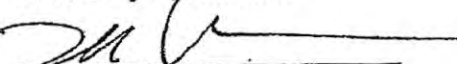
Todd Dwyer, Member

Address: 1038 S. Main St
Print Name: KTL Development, LLC



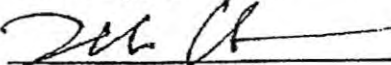
Todd Dwyer, Member

Address: 1034 S. Main St
Print Name: KTL Development, LLC




Todd Dwyer, Member

Address: 1030 S. Main St
Print Name: KTL Development, LLC



Todd Dwyer, Member

Address: 1028 S. Main St
Print Name: KTL Development, LLC



Todd Dwyer, Member

Parcel ID: 6-014A-B021-00-11
Print Name: KTL Development, LLC

END OF DOCUMENT

S:\ADMIN-PW-DEPT\FORMS-BLANK\Templates\Engineering\Petition for Vacation or Acceptance in Right-of-Way and Easement.docx

SEWER & WATER LINE EASEMENT

This Agreement made and entered into this 17th day of July 1964 by and between HERMAN SCHIERDING and HUGH E. SULLINS and ELLA SULLINS, husband and wife

, Grantor (s)

and the CITY OF ST. CHARLES, MISSOURI, a municipal corporation, Grantee
WITNESSETH:

1. For and in consideration of the mutual covenants herein contained of the sum of \$1.00 and other good and valuable consideration paid by Grantee to Grantor (s), the Grantor(s) do by these presents under the terms hereinafter set forth, give and grant to Grantee a perpetual easement(s) for sewer and water lines on, over, along and under the following described parcel of real estate:

A lot of ground being part of City Block Numbered twenty-one (21) of the City of St. Charles, Missouri and beginning at a point in the Southern line of said Block; thence Northwardly along the Eastern line of an alley and parallel with Main Street, 120 feet, more or less, to the Southern line of a lot now or formerly owned by Dugan, thence Eastwardly and along the South line of said Dugan property and parallel with the Southern line of said Block to the Bank of the Missouri River; thence Southwardly and along the bank of the said River to the Southern line of said Block No. 21; thence Westwardly and along the Southern line of said Block to the place of beginning.

The City of St. Charles agrees not to remove a part of a wood shed located on the above described premises.

2. The perpetual sewer and waterline easement herein granted is particularly described as follows:

Commencing at a point on the North line of Barbour Street at its intersection with the West right of way line of the Missouri, Kansas & Texas Railroad; thence West along the North line of Barbour Street a distance of 5 feet; thence Northeastwardly to the intersection of the West right of way line of said railroad and the North property line of the tract of land described in paragraph no. 1 hereof; thence Southwestwardly along the West right of way line of said Railroad to the place of beginning. Also such land, if any, of the grantor(s), situated to the East of the parcel described in Paragraph No. 1 of this instrument as may be subject to a right of way of the Missouri, Kansas and Texas Railroad Company.

3. In addition to the above easement the Grantor(s) do give and grant to Grantee a temporary construction easement which is particularly described as follows:

Commencing at a point of intersection of the West right of way line of the said Railroad and the North line of Barbour Street; thence Westwardly along the North line of Barbour Street 5 feet to a point which is the place of beginning of the temporary easement herein described; thence West along the North line of Barbour Street a distance of 20 feet; thence Northeast to a point on the North line of the tract of land described in paragraph no. 1 hereof, which point is located 30 feet West of the intersection of the North property line of the parcel described in Paragraph No. 1 hereof and the West line of the said Railroad's right of way; thence East along the North line of said parcel 30 feet to the West right of way line of said Railroad; thence Southwest to the place of beginning.

4. It is specifically understood by all parties hereto that the easement herein granted is solely for the purpose of laying, constructing, relaying, maintaining and repairing sanitary and storm sewer and water lines and pipe and such other valves, fixtures and other appurtenances normally associated therewith.

5. The Grantee covenants and agrees that after any construction or repair work done on the easements herein granted, that it will

restore the terrain to its original condition and will repair and/or replace any structure, fence, shrubbery or other item damaged or demolished as a result of any construction work or activity on the premises herein described.

6. The Grantor(s) covenant and agree that they will not erect any structure or other building or works on the perpetual easement herein granted other than fences, shrubbery or trees.

7. The temporary construction easement herein granted shall cease and terminate on the installation of the original sewer line on the permanent easement described above.

In Witness Whereof, the parties have hereunto set their hands this 17th day of July, 1964.

THE CITY OF ST. CHARLES, MISSOURI
A Municipal Corporation

Herman Schindler
Hugh E. Sullivan
Ella Sullivan

By _____
Grantee

Grantor(s)

ATTEST: _____
City Clerk

STATE OF MISSOURI }
COUNTY OF ST. CHARLES } SS. On this 17th day of July

1964, before me personally appeared *Herman Schindler - SINGLE*
Hugh E. Sullivan and Ella Sullivan - HUSBAND & WIFE
to me known to be the person or 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 City of St. Charles and State aforesaid, the day and year first above written.



Charles Rosenbush
Notary Public

My term expires 11-14-65

Filed for record the 22nd day of January, A.D. 1965 at 11 o'clock 01 minutes A.M.
Marie Hauert Deputy Recorder of Deeds

14

Marie Toth

SEWER & WATER LINE EASEMENT

This Agreement made and entered into this 9th day of Sept 1964 by and between *MARIE TOTH & JULIUS J. TOTH, HUSBAND & WIFE*

, Grantor (s)
and the CITY OF ST. CHARLES, MISSOURI, a municipal corporation, Grantee

WITNESSETH:

1. For and in consideration of the mutual covenants herein contained of the sum of \$1.00 and other good and valuable consideration paid by Grantee to Grantor (s), the Grantor(s) do by these presents under the terms hereinafter set forth, give and grant to Grantee a perpetual easement(s) for sewer and water lines on, over, along and under the following described parcel of real estate:

A lot of ground, part of Block numbered forty-four (44) of the City of St. Charles, Missouri, fronting forty-six (46) feet on the eastern side of Second Street and extending eastwardly with even width parallel with Randolph Street, one hundred fifty (150) feet, more or less, to an alley, and being more particularly described as follows: - Beginning at a point in the eastern line of Second Street distant northwardly eighty two feet six inches (82' 6") from the northern line of Randolph Street; thence northwardly, with the eastern line of Second Street, forty-six (46) feet; thence eastwardly, parallel with Randolph Street, one hundred fifty (150) feet, more or less, to an alley; thence southwardly, with the western line of said alley, forty six (46) feet; and thence westwardly, parallel with

2026R-009590

03/02/2026 02:22:11 PM

\$ 45.00

PAGES: 9

CERTIFIED-FILED FOR RECORD

MARY E. DEMPSEY

RECORDER OF DEEDS

ST. CHARLES COUNTY, MISSOURI

BY: MKIMBLE

ELECTRONICALLY RECORDED

REMS INFORMATION

Agreement ID: UEC-202602-63218

Project ID: 83014

PARTIAL RELEASE OF EASEMENT

(Electric)

1030-1038 S. Main St.
St. Charles District
Gateway Division

KNOW ALL MEN BY THESE PRESENTS, this 2 day of March, 2026, that **UNION ELECTRIC COMPANY d/b/a AMEREN MISSOURI**, a Missouri corporation (hereinafter "Ameren"), is the holder, as original grantee, of that certain easement (hereinafter "Easement") granted by **CITY OF ST. CHARLES, MISSOURI** ("Grantor"), dated April 4, 2012 and recorded at Deed Book 5781, Pages 399-403, in the Office of the Recorder of Deeds, for the County of St. Charles, State of Missouri, affecting the following described land in Township 46 North, Range 5 East of the 5th Principal Meridian in St. Charles City, State of Missouri, to-wit:

A fifteen (15) foot wide strip of land being part of Lots 1, 2, and 3 of New Stone, Document #: 2021R-101107, located in City Block 21, Township 46 North, Range 5 East, City of St. Charles, St. Charles County, Missouri.

WHEREAS, Ameren, as holder of said Easement, intends to release a PART of the Easement.

NOW THEREFORE, for and in consideration of the sum of Ten and No/100th Dollars (\$10.00), the receipt of which is hereby acknowledged, Ameren hereby releases only that PART of the Easement that is described as follows:

Said strip of land is further shown as illustrated on the drawing attached hereto marked Exhibit A and made a part hereof.

It is expressly understood and agreed that this Partial Release of Easement is executed only for the purpose of releasing that PART of said Easement particularly described above and that the Easement on the remaining or unreleased portions of the premises described in said Easement are hereby reserved unto Grantee and remain in full force and effect.

IN WITNESS WHEREOF, Ameren has hereunto caused this Partial Release of Easement to be executed on the date hereinabove written.

UNION ELECTRIC COMPANY d/b/a AMEREN MISSOURI

By: Janice Wenzel

Name: Janice Wenzel

Title: Director, Real Estate

ALL PURPOSE NOTARY ACKNOWLEDGMENT

STATE OF MISSOURI

COUNTY OF _____ } SS

OR CITY OF St. Louis

On this 2 day of March, 2026 before me, the undersigned, a Notary Public in and for said State, personally appeared (print or type names of signatories):

Janice Wenzel

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Capacity Claimed By Signator(s)			
<input type="checkbox"/> Individual(s)	<input checked="" type="checkbox"/> Corporate	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Partner(s)
<input type="checkbox"/> Trustee(s)	Title(s) of Officer(s):	Member(s)/Manager(s):	<input type="checkbox"/> Limited Partnership
<input type="checkbox"/> Executor(s)	Director, Real Estate	_____	<input type="checkbox"/> General Partnership
<input type="checkbox"/> Administrator(s)	_____	_____	<input type="checkbox"/> Other (Specify Below):
<input type="checkbox"/> Attorney-In-Fact	_____	_____	_____
<input type="checkbox"/> Conservator(s)	_____	_____	_____
<input type="checkbox"/> Guardian(s)	_____	_____	_____

April 20, 2027
My Commission Expires

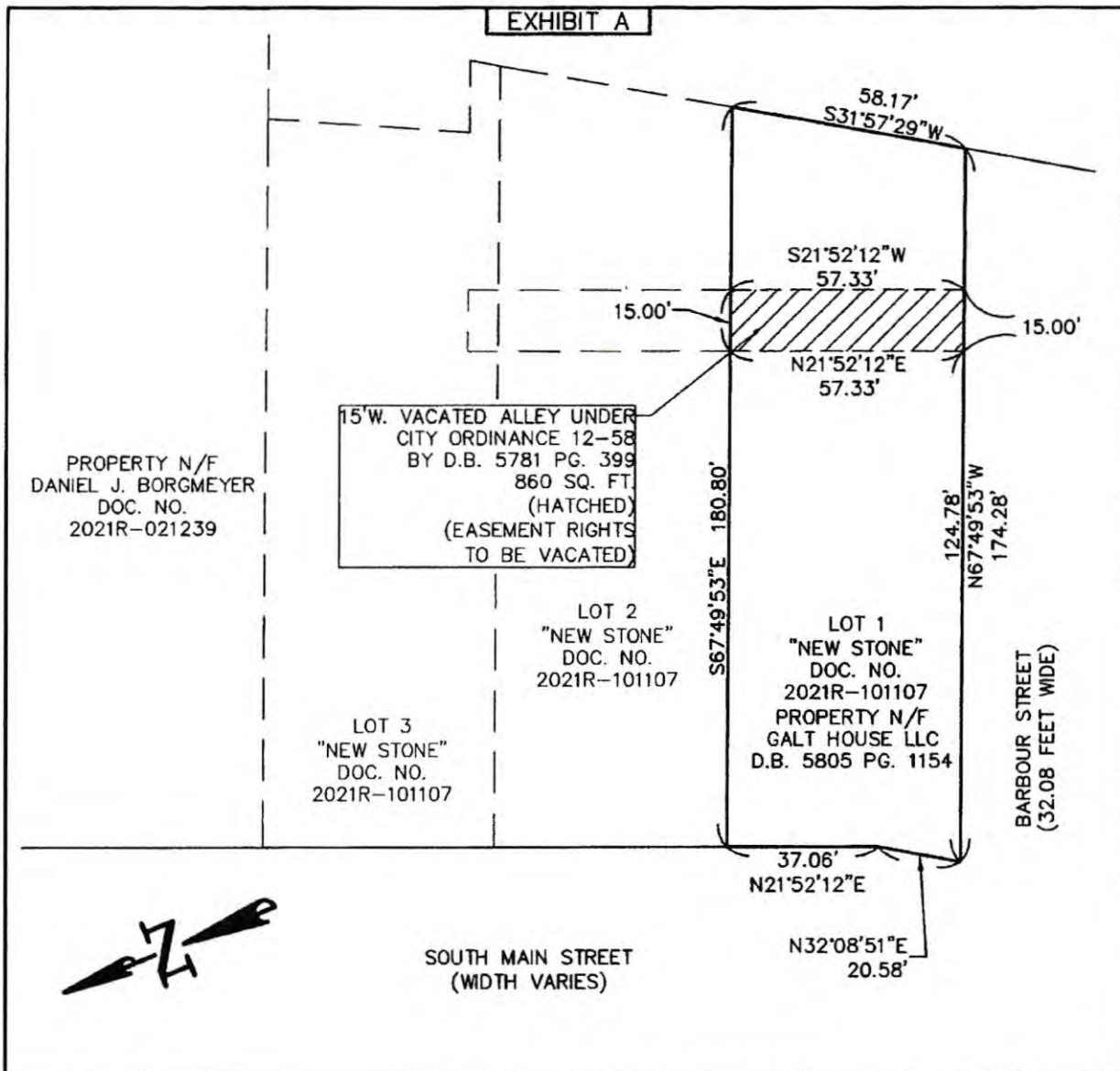
Katie Krueger
Notary Public

Affix Notary Stamp Below



Prepared By: K. MCWHORTER 2/26/26

Return To: AMEREN MISSOURI
Real Estate Department
1901 Chouteau Ave., MC 700
St. Louis, MO 63103



BAX ENGINEERING CO.
221 POINT WEST BLVD.
ST. CHARLES, MO 63301
636-928-5552

GENERAL NOTES:

1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE: 02/04/26
DRAWN: DVD
SCALE: 1"=40'
PROJECT: 23-18949B
FILE: LOT 1 ALLEY VAC
SHEET: 1 OF 1

EASEMENT VACATE

A TRACT OF LAND BEING PART OF
LOT 1 OF "NEW STONE",
DOCUMENT NUMBER 2021R-101107
IN CITY BLOCK 21 OF
THE CITY OF ST. CHARLES,
ST. CHARLES COUNTY, MISSOURI



ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835

MISSOURI STATE
CERTIFICATE OF
AUTHORITY
SURVEYING:
#000144



ENGINEERING
PLANNING
SURVEYING

LAND DESCRIPTION
860 S.F. ALLEY EASEMENT VACATE
FEBRUARY 02, 2026
BAX PROJECT No. 23-18926
DVD

ALLEY EASEMENT VACATE

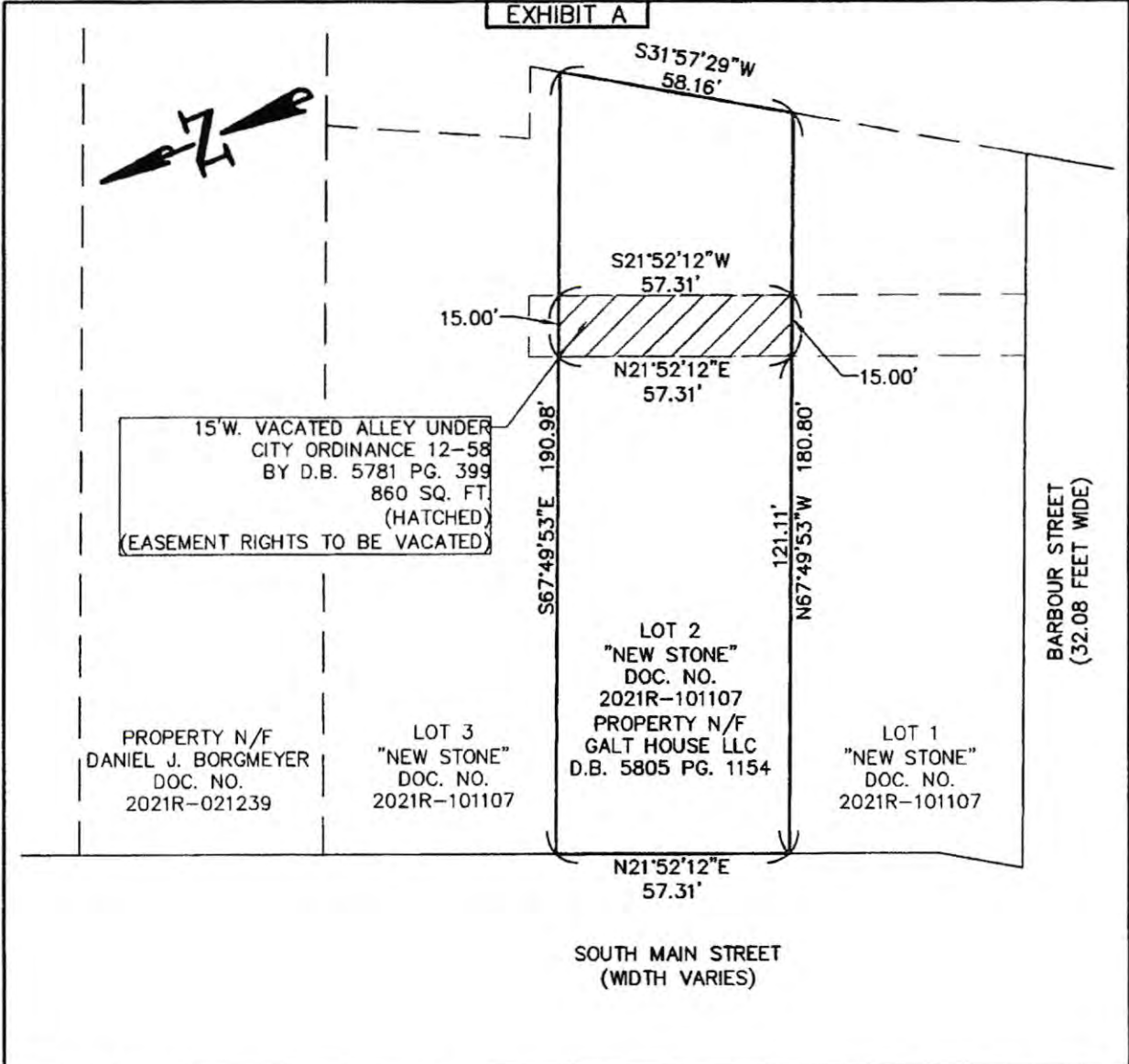
A TRACT OF LAND BEING PART OF LOT 1 OF "NEW STONE", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED AS DOCUMENT NUMBER 2021R-101107 OF THE ST. CHARLES COUNTY RECORDS, IN CITY BLOCK 21, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 OF "NEW STONE", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 2021R- 101107 OF THE ST. CHARLES COUNTY RECORDS, SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF BARBOUR STREET, (32.08 FEET WIDE); THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF BARBOUR STREET (32.08 FEET WIDE), SOUTH 67 DEGREES 49 MINUTES 53 SECONDS EAST 124.78 FEET TO THE ACTUAL POINT OF BEGINNING OF THE DESCRIPTION HEREIN; THENCE LEAVING THE SAID NORTH RIGHT-OF-WAY LINE OF BARBOUR STREET (32.08 FEET WIDE), NORTH 21 DEGREES 52 MINUTES 12 SECONDS EAST 57.33 FEET TO THE NORTH LINE OF AFORESAID LOT 1 OF "NEW STONE"; THENCE ALONG THE NORTH LINE OF SAID LOT 1 OF "NEW STONE", SOUTH 67 DEGREES 49 MINUTES 53 SECONDS EAST 15.00 FEET TO A POINT; THENCE LEAVING THE NORTH LINE OF LOT 1 OF "NEW STONE", SOUTH 21 DEGREES 52 MINUTES 12 SECONDS WEST 57.33 FEET TO AFORESAID NORTH RIGHT-OF-WAY LINE OF BARBOUR STREET, (32.08 FEET WIDE); THENCE ALONG THE AFORESAID NORTH RIGHT-OF-WAY LINE OF BARBOUR STREET (32.08 FEET WIDE), NORTH 67 DEGREES 49 MINUTES 53 SECONDS WEST 15.00 FEET TO THE POINT OF BEGINNING, CONTAINING 860 SQUARE FEET ACCORDING TO CALCULATIONS BY BAX ENGINEERING DURING FEBRUARY, 2026.



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

EXHIBIT A



BAX ENGINEERING CO.
 221 POINT WEST BLVD.
 ST. CHARLES, MO 63301
 636-928-5552

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DATE:	02/04/26
DRAWN:	DVD
SCALE:	1"=40'
PROJECT:	23-18949B
FILE:	LOT 2 ALLEY VAC
SHEET:	1 OF 1
MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144	

EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 2 OF "NEW STONE", DOCUMENT NUMBER 2021R-101107 IN CITY BLOCK 21 OF THE CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI



ANDY D. BECK
 PROFESSIONAL LAND SURVEYOR
 PLS NO 2015017835



ENGINEERING
PLANNING
SURVEYING

LAND DESCRIPTION
860 S.F. ALLEY EASEMENT VACATE
FEBRUARY 04, 2026
BAX PROJECT No. 23-18926
DVD

ALLEY EASEMENT VACATE

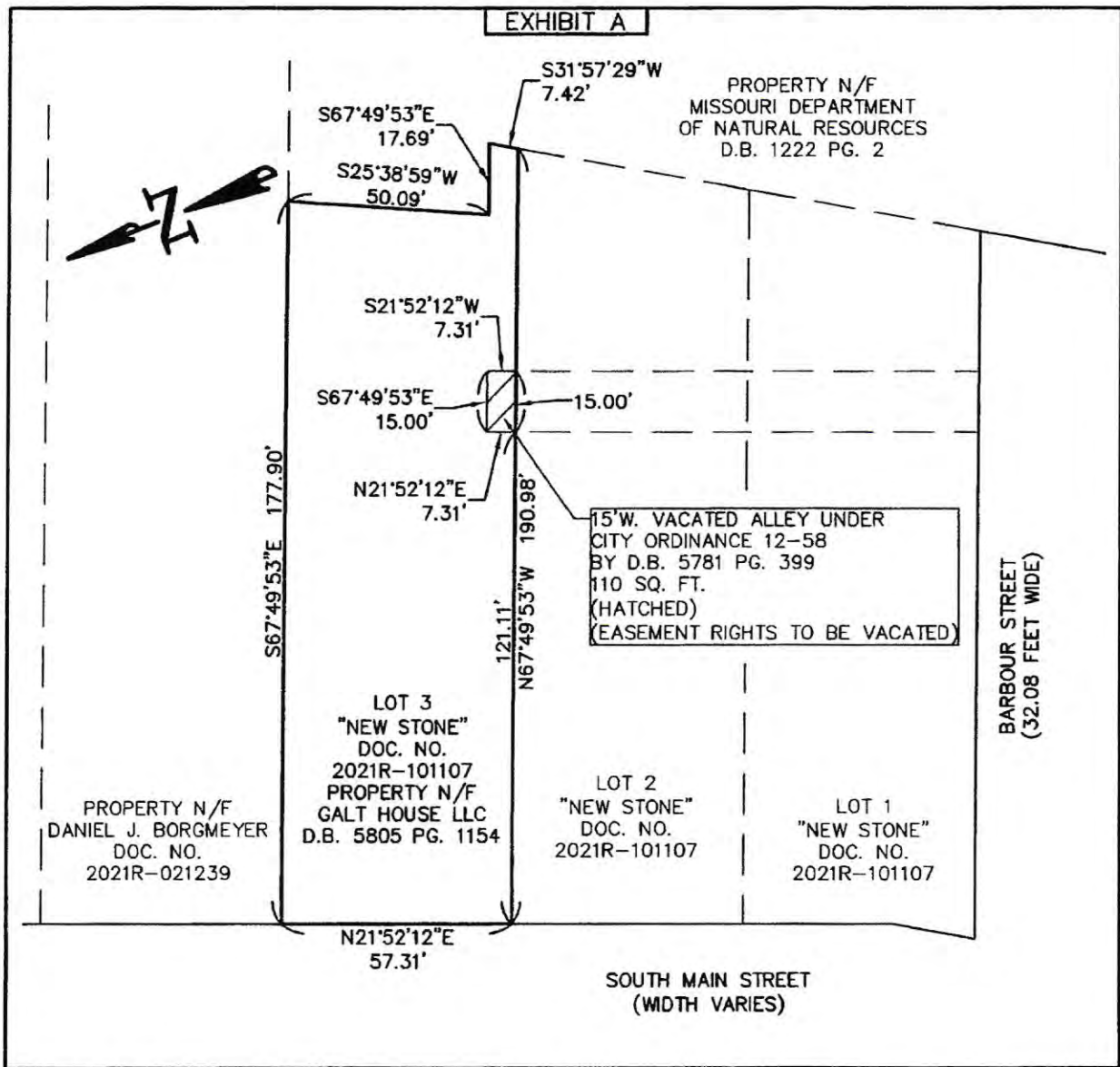
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BAX ENGINEERING CO.
221 Point West Blvd.
St. Charles, MO 63301
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EXHIBIT A



BAX ENGINEERING CO.
 221 POINT WEST BLVD.
 ST. CHARLES, MO 63301
 636-928-5552

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DATE:	02/04/26
DRAWN:	DVD
SCALE:	1"=40'
PROJECT:	T23-18949B
FILE:	LOT 3 ALLEY VAC
SHEET:	1 OF 1
MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144	

EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 3 OF "NEW STONE", DOCUMENT NUMBER 2021R-101107 IN CITY BLOCK 21 OF THE CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI



ANDY D. BECK
 PROFESSIONAL LAND SURVEYOR
 PLS NO 2015017835



ENGINEERING
PLANNING
SURVEYING

LAND DESCRIPTION
110 S.F. ALLEY EASEMENT VACATE
FEBRUARY 04, 2026
BAX PROJECT No. 23-18926
DVD

ALLEY EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 3 OF "NEW STONE", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED AS DOCUMENT NUMBER 2021R-101107 OF THE ST. CHARLES COUNTY RECORDS, IN CITY BLOCK 21, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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2026R-008156

02/23/2026 11:30:19 AM

\$ 30.00

PAGES: 4

CERTIFIED-FILED FOR RECORD

MARY E. DEMPSEY

RECORDER OF DEEDS

ST. CHARLES COUNTY, MISSOURI

BY: CGRAF

ELECTRONICALLY RECORDED

**SOUTHWESTERN BELL TELEPHONE COMPANY
RELEASE OF EASEMENT**

Executed: 2-20-26

THIS RELEASE OF EASEMENT, entered into by **SOUTHWESTERN BELL TELEPHONE COMPANY, d/b/a AT&T MISSOURI**, (120 N 2ND ST, FESTUS, MO 63028), GRANTOR, AND Galt house LLC, GRANTEE, wherein GRANTOR in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does by these presents ABANDON, RELEASE, RELINQUISH AND DISCLAIM to GRANTEE, as is, all or a specific portion of a certain easement for telecommunication purposes hereinafter described that affects land owned by GRANTEE situated in ST CHARLES COUNTY, MISSOURI, and described as follows:

PART OF 1030 SOUTH MAIN STREET

1
15' W. VACATED ALLEY UNDER
CITY ORDINANCE 12-58
BY D.B. 5781 PG. 399
860 SQ. FT.
(HATCHED)
(EASEMENT RIGHTS
TO BE VACATED)

Said land of GRANTEE being subject to:

A TRACT OF LAND BEING PART OF
LOT 1 OF "NEW STONE",
DOCUMENT NUMBER 2021R-101107
IN CITY BLOCK 21 OF
THE CITY OF ST. CHARLES,
ST. CHARLES COUNTY, MISSOURI

The area of said easements to be hereby released is described as follows: The area depicted as hachured (//////////) on the Easement Release Plat, marked Exhibit "A" and Exhibit "B", attached hereto, and made a part thereof.

TO HAVE AND TO HOLD same, together with all rights and appurtenances to the same belonging, unto GRANTEE(S), their heirs, successors and assigns forever.

IN WITNESS WHEREOF, GRANTOR has caused this Release of Easement to be executed by its duly authorized officers this 20th day of FEBRUARY 2026

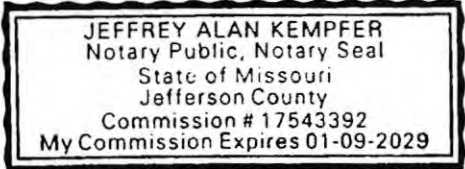
SOUTHWESTERN BELL TELEPHONE
COMPANY (d/b/a AT&T MISSOURI)



Name: CHRIS LAPORTE

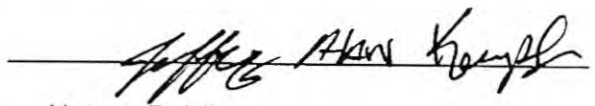
Title: SPECIALIST OSP DESIGN ENGINEER

THE STATE OF MISSOURI
COUNTY OF ST CHARLES



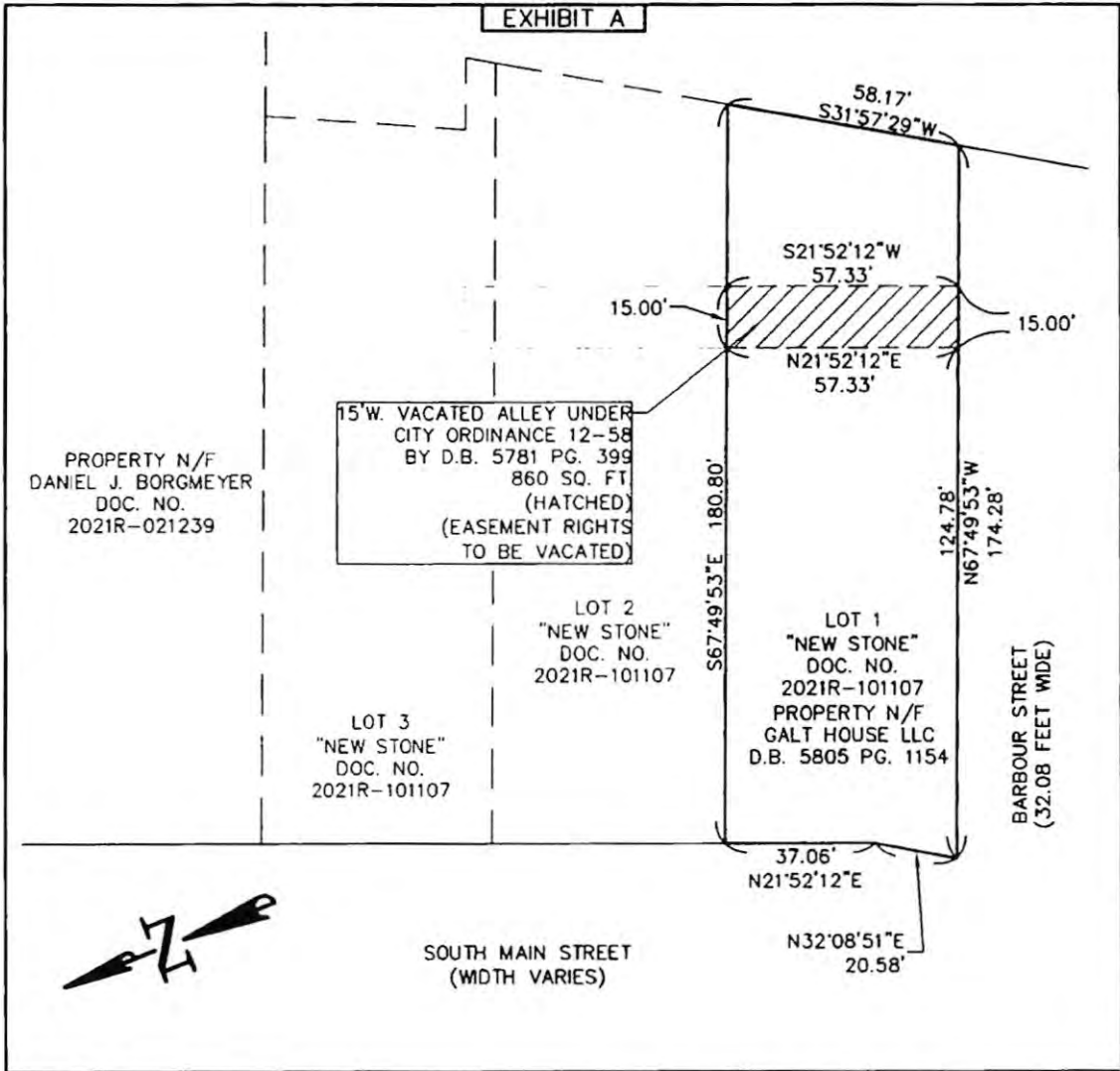
BEFORE ME, the undersigned authority, on this day personally appeared CHRIS LAPORTE, known to me to be the person whose name is subscribed to the foregoing instrument as the SR SPECIALIST OSP DESIGN ENGINEER of SOUTHWESTERN BELL TELEPHONE COMPANY (d/b/a AT&T Missouri), a corporation, and acknowledged to me that he executed the same for purposes and considerations therein expressed in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this is the 20th day of February 2026.



Notary Public

EXHIBIT A



BAX ENGINEERING CO.
 221 POINT WEST BLVD.
 ST. CHARLES, MO 63301
 636-928-5552

- GENERAL NOTES:
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DATE: 02/04/26	EASEMENT VACATE
DRAWN: DVD	
SCALE: 1"=40'	A TRACT OF LAND BEING PART OF LOT 1 OF "NEW STONE", DOCUMENT NUMBER 2021R-101107 IN CITY BLOCK 21 OF THE CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI
PROJECT: 23-18949B	
FILE: LOT 1 ALLEY VAC	
SHEET: 1 OF 1	
MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144	



ANDY D. BECK
 PROFESSIONAL LAND SURVEYOR
 PLS NO 2015017835



ENGINEERING
PLANNING
SURVEYING

LAND DESCRIPTION
860 S.F. ALLEY EASEMENT VACATE
FEBRUARY 02, 2026
BAX PROJECT No. 23-18926
DVD

ALLEY EASEMENT VACATE

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2026R-008157

02/23/2026 11:30:20 AM

\$ 30.00

PAGES: 4

CERTIFIED-FILED FOR RECORD

MARY E. DEMPSEY

RECORDER OF DEEDS

ST. CHARLES COUNTY, MISSOURI

BY: CGRAF

ELECTRONICALLY RECORDED

**SOUTHWESTERN BELL TELEPHONE COMPANY
RELEASE OF EASEMENT**

Executed: 2-20-26

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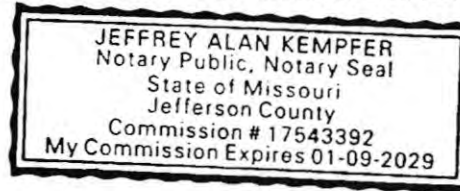
SOUTHWESTERN BELL TELEPHONE
COMPANY (d/b/a AT&T MISSOURI)



Name: CHRIS LAPORTE

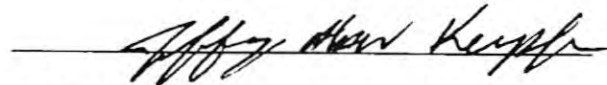
Title: SPECIALIST OSP DESIGN ENGINEER

THE STATE OF MISSOURI
COUNTY OF ST CHARLES

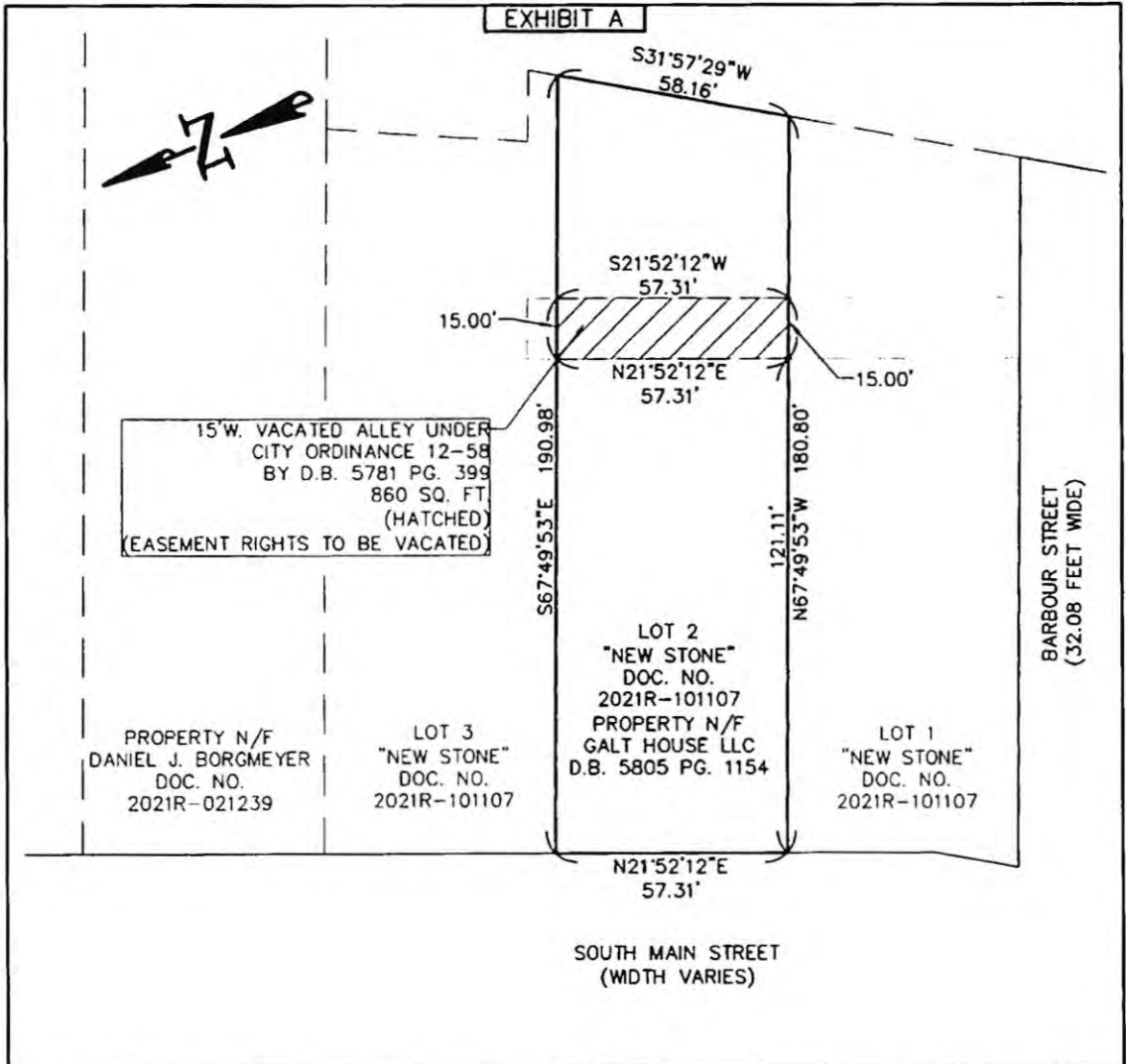


BEFORE ME, the undersigned authority, on this day personally appeared CHRIS LAPORTE, known to me to be the person whose name is subscribed to the foregoing instrument as the SR SPECIALIST OSP DESIGN ENGINEER of SOUTHWESTERN BELL TELEPHONE COMPANY (d/b/a AT&T Missouri), a corporation, and acknowledged to me that he executed the same for purposes and considerations therein expressed in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this is the 20th day of February 2026.



Notary Public



BAX ENGINEERING CO.
 221 POINT WEST BLVD.
 ST. CHARLES, MO 63301
 636-928-5552

GENERAL NOTES:
 1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
 2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE: 02/04/26
 DRAWN: DVD
 SCALE: 1"=40'
 PROJECT: 23-18949B
 FILE: LOT 2 ALLEY VAC
 SHEET: 1 OF 1

MISSOURI STATE
 CERTIFICATE OF
 AUTHORITY
 SURVEYING:
 #000144

EASEMENT VACATE

A TRACT OF LAND BEING PART OF
 LOT 2 OF "NEW STONE",
 DOCUMENT NUMBER 2021R-101107
 IN CITY BLOCK 21 OF
 THE CITY OF ST. CHARLES,
 ST. CHARLES COUNTY, MISSOURI



ANDY D. BECK
 PROFESSIONAL LAND SURVEYOR
 PLS NO 2015017835



ENGINEERING
PLANNING
SURVEYING

LAND DESCRIPTION
860 S.F. ALLEY EASEMENT VACATE
FEBRUARY 04, 2026
BAX PROJECT No. 23-18926
DVD

ALLEY EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 2 OF "NEW STONE", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED AS DOCUMENT NUMBER 2021R-101107 OF THE ST. CHARLES COUNTY RECORDS, IN CITY BLOCK 21, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 2 OF "NEW STONE", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 2021R- 101107 OF THE ST. CHARLES COUNTY RECORDS, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF SOUTH MAIN STREET, (WIDTH VARIES); THENCE ALONG THE SOUTH LINE OF LOT 2 OF "NEW STONE", SOUTH 67 DEGREES 49 MINUTES 53 SECONDS EAST 121.11 FEET TO THE ACTUAL POINT OF BEGINNING OF THE DESCRIPTION HEREIN; THENCE LEAVING THE SAID SOUTH LINE OF LOT 2 OF "NEW STONE", NORTH 21 DEGREES 52 MINUTES 12 SECONDS EAST 57.31 FEET TO THE NORTH LINE AFORESAID LOT 2 OF "NEW STONE"; THENCE ALONG THE NORTH LINE OF LOT 2 OF "NEW STONE", SOUTH 67 DEGREES 49 MINUTES 53 SECONDS EAST 15.00 FEET TO A POINT; THENCE LEAVING SAID NORTH LINE OF LOT 2 OF "NEW STONE", SOUTH 21 DEGREES 52 MINUTES 12 SECONDS WEST 57.31 FEET TO THE SOUTH LINE OF AFORESAID LOT 2 OF "NEW STONE"; THENCE ALONG THE SOUTH LINE OF SAID LOT 2 OF "NEW STONE", NORTH 67 DEGREES 49 MINUTES 53 SECONDS WEST 15.00 FEET TO THE POINT OF BEGINNING, CONTAINING 860 SQUARE FEET ACCORDING TO CALCULATIONS BY BAX ENGINEERING DURING FEBRUARY, 2026.



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



2026R-008158

02/23/2026 11:30:21 AM

\$ 30.00

PAGES: 4

CERTIFIED-FILED FOR RECORD

MARY E. DEMPSEY

RECORDER OF DEEDS

ST. CHARLES COUNTY, MISSOURI

BY: CGRAF

ELECTRONICALLY RECORDED

**SOUTHWESTERN BELL TELEPHONE COMPANY
RELEASE OF EASEMENT**

Executed: 2-20-26

THIS RELEASE OF EASEMENT, entered into by **SOUTHWESTERN BELL TELEPHONE COMPANY, d/b/a AT&T MISSOURI**, (120 N 2ND ST, FESTUS, MO 63028), GRANTOR, AND **GALT HOUSE LLC**, GRANTEE, wherein GRANTOR in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does by these presents ABANDON, RELEASE, RELINQUISH AND DISCLAIM to GRANTEE, as is, all or a specific portion of a certain easement for telecommunication purposes hereinafter described that affects land owned by GRANTEE situated in ST CHARLES COUNTY, MISSOURI, and described as follows:

PART OF 1038 SOUTH MAIN STREET

15' W. VACATED ALLEY UNDER
CITY ORDINANCE 12-58
BY D.B. 5781 PG. 399
110 SQ. FT.
(HATCHED)
(EASEMENT RIGHTS TO BE VACATED)

Said land of GRANTEE being subject to:

A TRACT OF LAND BEING PART OF
LOT 3 OF "NEW STONE",
DOCUMENT NUMBER 2021R-101107
IN CITY BLOCK 21 OF
THE CITY OF ST. CHARLES,
ST. CHARLES COUNTY, MISSOURI

The area of said easements to be hereby released is described as follows: The area depicted as hachured (//////////) on the Easement Release Plat, marked Exhibit "A" and Exhibit "B", attached hereto, and made a part thereof.

TO HAVE AND TO HOLD same, together with all rights and appurtenances to the same belonging, unto GRANTEE(S), their heirs, successors and assigns forever.

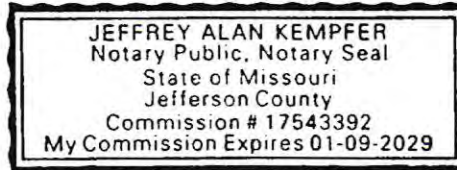
IN WITNESS WHEREOF, GRANTOR has caused this Release of Easement to be executed by its duly authorized officers this 20th day of FEBRUARY 2026

SOUTHWESTERN BELL TELEPHONE
COMPANY (d/b/a AT&T MISSOURI)



Name: CHRIS LAPORTE

Title: SPECIALIST OSP DESIGN ENGINEER



THE STATE OF MISSOURI
COUNTY OF ST CHARLES

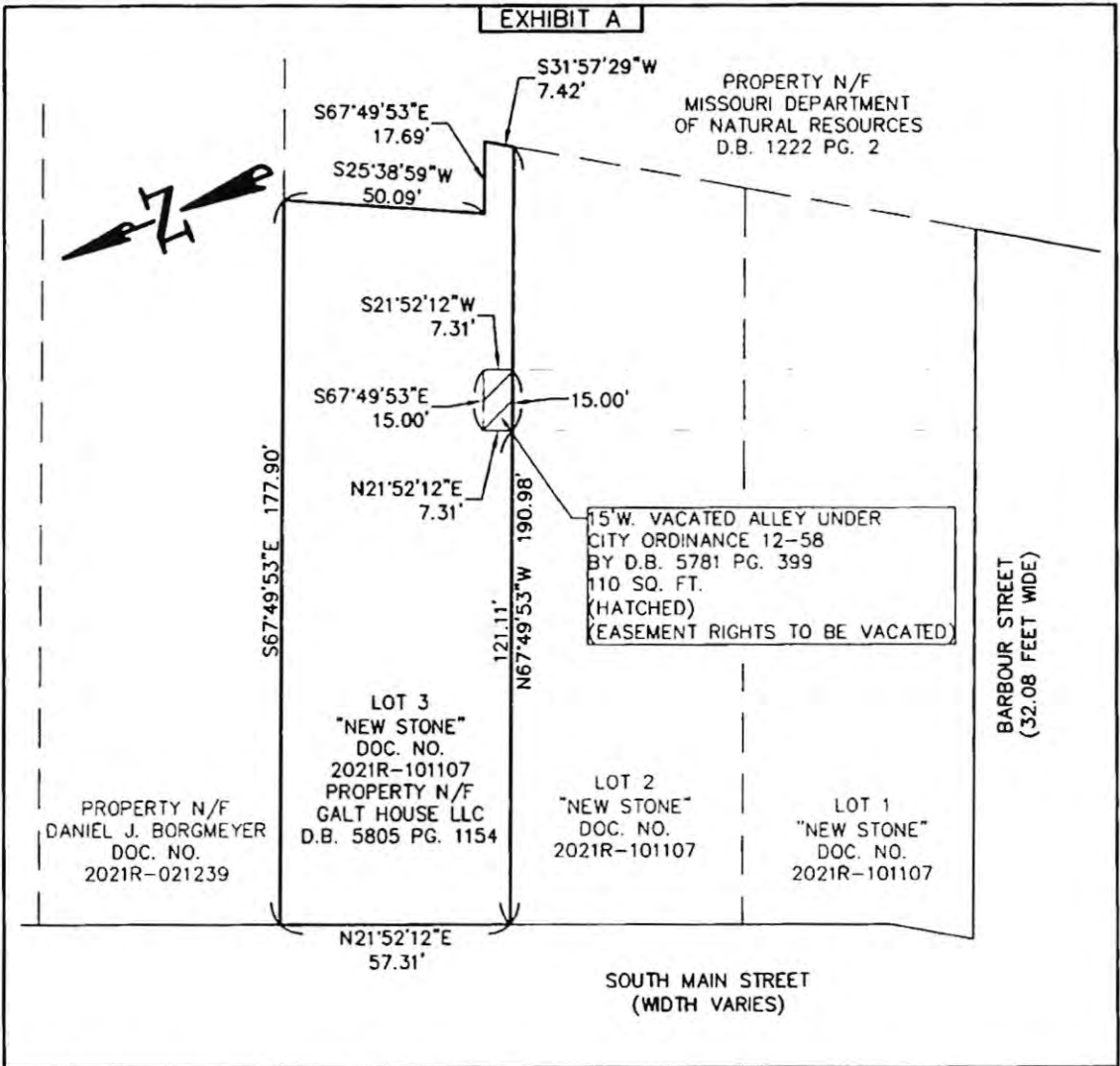
BEFORE ME, the undersigned authority, on this day personally appeared CHRIS LAPORTE, known to me to be the person whose name is subscribed to the foregoing instrument as the SR SPECIALIST OSP DESIGN ENGINEER of SOUTHWESTERN BELL TELEPHONE COMPANY (d/b/a AT&T Missouri), a corporation, and acknowledged to me that he executed the same for purposes and considerations therein expressed in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this is the 20th day of February 2026.



Notary Public

EXHIBIT A



BAX ENGINEERING CO.
 221 POINT WEST BLVD.
 ST. CHARLES, MO 63301
 636-928-5552

- GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
 2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	02/04/26
DRAWN:	DVD
SCALE:	1"=40'
PROJECT:	23-18949B
FILE:	LOT 3 ALLEY VAC
SHEET:	1 OF 1
MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144	

EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 3 OF "NEW STONE", DOCUMENT NUMBER 2021R-101107 IN CITY BLOCK 21 OF THE CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI



ANDY D. BECK
 PROFESSIONAL LAND SURVEYOR
 PLS NO 2015017835



ENGINEERING
PLANNING
SURVEYING

LAND DESCRIPTION
110 S.F. ALLEY EASEMENT VACATE
FEBRUARY 04, 2026
BAX PROJECT No. 23-18926
DVD

ALLEY EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 3 OF "NEW STONE", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED AS DOCUMENT NUMBER 2021R-101107 OF THE ST. CHARLES COUNTY RECORDS, IN CITY BLOCK 21, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 3 OF "NEW STONE", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 2021R- 101107 OF THE ST. CHARLES COUNTY RECORDS, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF SOUTH MAIN STREET (WIDTH VARIES); THENCE ALONG THE SOUTH LINE OF LOT 3 OF "NEW STONE", SOUTH 67 DEGREES 49 MINUTES 53 SECONDS EAST 121.11 FEET TO THE ACTUAL POINT OF BEGINNING OF THE DESCRIPTION HEREIN; THENCE LEAVING THE SAID SOUTH LINE OF LOT 3 OF "NEW STONE", NORTH 21 DEGREES 52 MINUTES 12 SECONDS EAST 7.31 FEET TO A POINT; THENCE SOUTH 67 DEGREES 49 MINUTES 53 SECONDS EAST 15.00 FEET TO A POINT; THENCE SOUTH 21 DEGREES 52 MINUTES 12 SECONDS WEST 7.31 FEET TO THE SOUTH LINE OF AFORESAID LOT 3 OF "NEW STONE"; THENCE ALONG THE SOUTH LINE OF SAID LOT 3 OF "NEW STONE", NORTH 67 DEGREES 49 MINUTES 53 SECONDS WEST 15.00 FEET TO THE POINT OF BEGINNING, CONTAINING 110 SQUARE FEET ACCORDING TO CALCULATIONS BY BAX ENGINEERING DURING FEBRUARY, 2026.



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

2026R-014099

03/27/2026 12:04:47 PM

\$ 45.00

PAGES: 9

CERTIFIED-FILED FOR RECORD

MARY E. DEMPSEY

RECORDER OF DEEDS

ST. CHARLES COUNTY, MISSOURI

BY: GOLMSTED

ELECTRONICALLY RECORDED

DOCUMENT TYPE: VACATION OF EASEMENT

DATE OF DOCUMENT: MARCH 27, 2026

GRANTOR: CHARTER COMMUNICATIONS ENTERTAINMENT I, LLC
941 CHARTER COMMONS
TOWN AND COUNTRY, MISSOURI 63017

GRANTEE: KATY TRAIL DEVELOPMENT LLC
556 LEFFINGWELL AVENUE
ST. LOUIS, MISSOURI 63122

LEGAL DESCRIPTION: A TRACT OF LAND BEING PART OF LOTS 1, 2, AND 3 OF "NEW STONE", DOCUMENT NUMBER 2021R-101107, WITHIN CITY BLOCK 21 OF THE CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

REFERENCE BOOK AND PAGE: DOCUMENT NUMBER 2021R-101107



Aaron Detwiler
Field Operations AVP
Charter Spectrum Communications

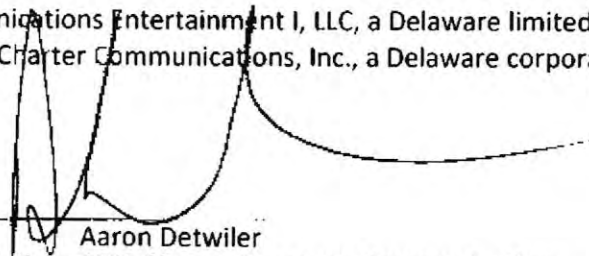
VACATION OF EASEMENT

WHEREAS, an easement for broadband cable communications placement within the dedicated utility easement has been granted to Charter Communications Entertainment I, LLC ("Charter"), **The Grantor** located at 941 Charter Commons Town & Country, MO 63017 by St. Louis County, Missouri for tracts of land located at 1030, 1034, and 1038 South Main Street in St. Charles Missouri, St. Charles City Records Office in St. Charles Missouri and it is the purpose and intent of Charter to release a portion of such easement rights.

NOW THEREFORE, Charter does hereby relinquish and release that portion of its easement rights to **Grantee** Bax Engineering Co. Inc, to place or maintain permanent facilities within the area of the easement shown on **Exhibit A x3**, for the release of the hatched area described herein, the remaining easement rights and interests granted to Charter pursuant to the aforementioned plat shall remain in full force and effect.

IN WITNESS THEREOF, Charter has caused this document to be executed as of the 23rd day of February 2026

Charter Communications Entertainment I, LLC, a Delaware limited liability company
By its manager: Charter Communications, Inc., a Delaware corporation

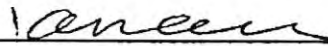
By: 
Aaron Detwiler
Title: Field Operations AVP, Charter Spectrum Communications



STATE OF MISSOURI)

COUNTY OF ST. LOUIS)

On this 23rd day of February 2026, before me appeared Aaron Detwiler, who being by me duly sworn, did say that he is a Field Operations Area Vice President of Spectrum Mid-America LLC, 12405 Powerscourt Dr, Saint Louis, MO. 63131, that this instrument was signed on behalf of said company by authority of its board of directors, and that Aaron Detwiler declared that his signature placed hereon was the free act and deed of said company. IN TESTIMONY WHEREOF, I have here unto set my hand on the day and year and in the County and State last written above.


Janice Warmann - Notary Public

My Commission Expires:

Jan 21, 2027

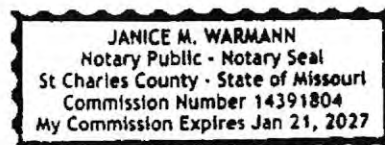
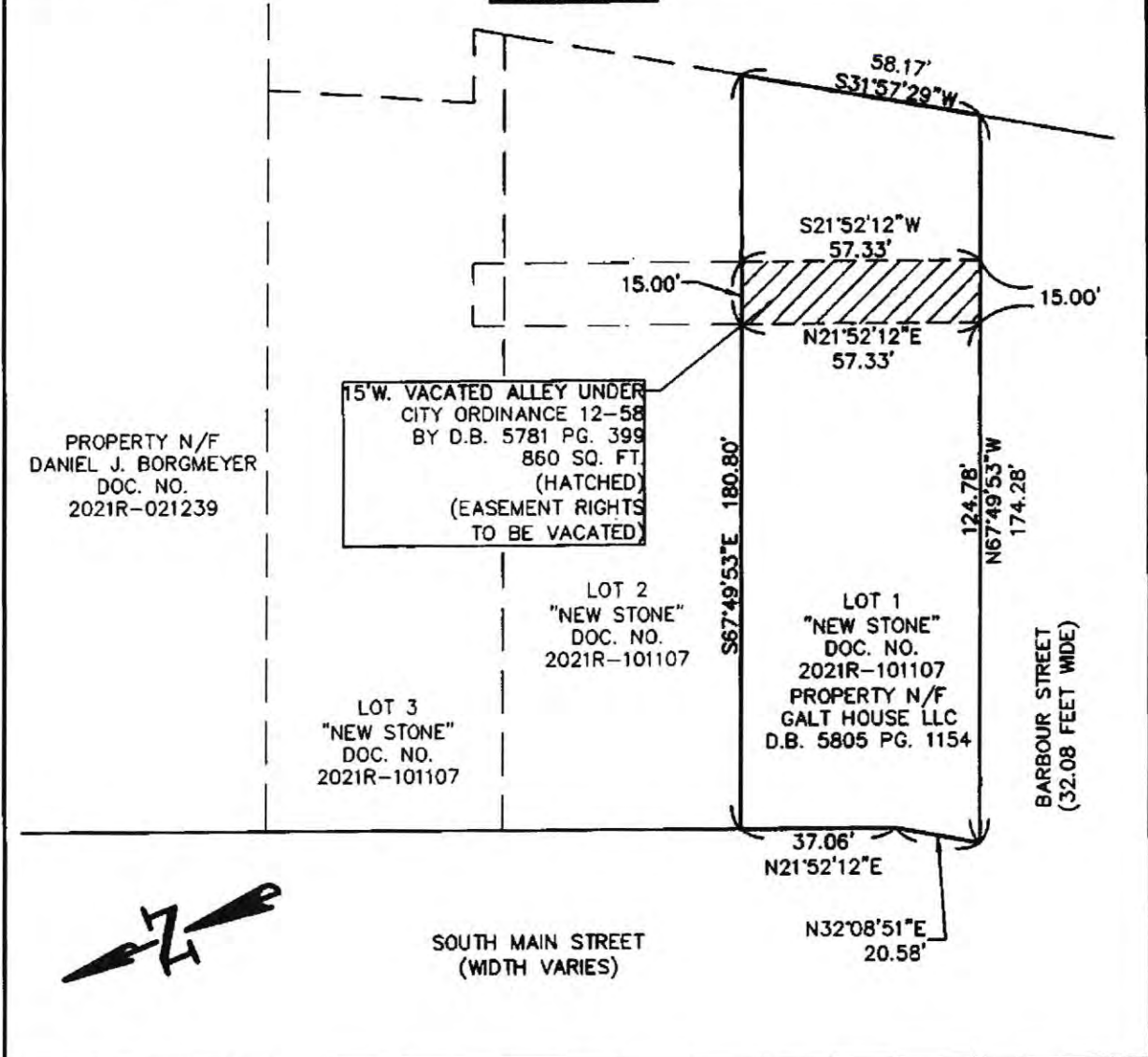


EXHIBIT A



BAX ENGINEERING CO.
 221 POINT WEST BLVD.
 ST. CHARLES, MO 63301
 636-928-5552

GENERAL NOTES:
 1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
 2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE: 02/04/26
 DRAWN: DVD
 SCALE: 1"=40'
 PROJECT: 23-18949B
 FILE: LOT 1 ALLEY VAC
 SHEET: 1 OF 1

EASEMENT VACATE

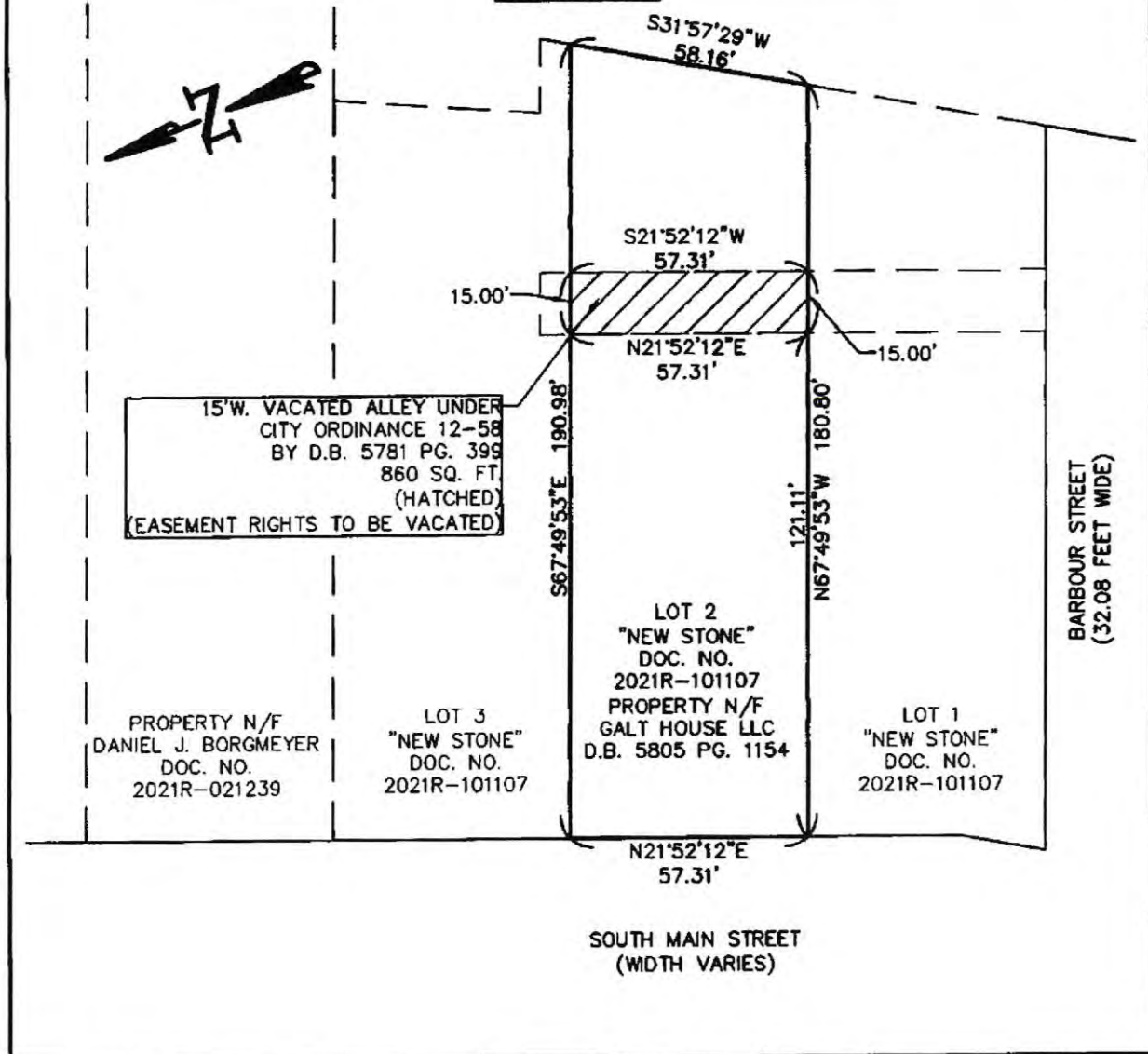
A TRACT OF LAND BEING PART OF LOT 1 OF "NEW STONE", DOCUMENT NUMBER 2021R-101107 IN CITY BLOCK 21 OF THE CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI



ANDY D. BECK
 PROFESSIONAL LAND SURVEYOR
 PLS NO 2015017835

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144

EXHIBIT A



BAX ENGINEERING CO.
 221 POINT WEST BLVD.
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 636-928-5552

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DATE:	02/04/26
DRAWN:	DVD
SCALE:	1"=40'
PROJECT:	23-18949B
FILE:	LOT 2 ALLEY VAC
SHEET:	1 OF 1
MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144	

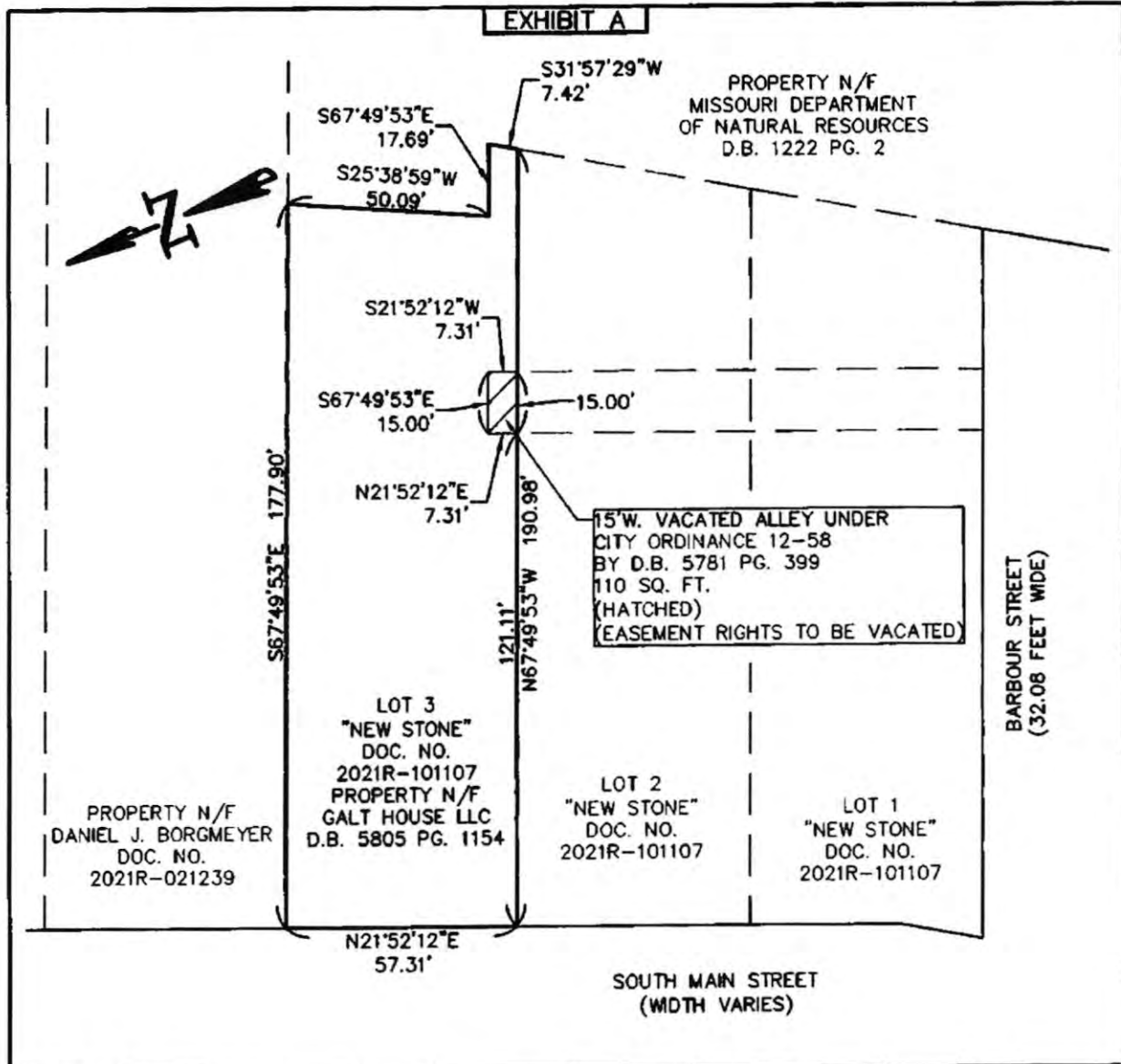
EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 2 OF "NEW STONE", DOCUMENT NUMBER 2021R-101107 IN CITY BLOCK 21 OF THE CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI



ANDY D. BECK
 PROFESSIONAL LAND SURVEYOR
 PLS NO 2015017835

EXHIBIT A



BAX ENGINEERING CO.
221 POINT WEST BLVD.
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DATE:	02/04/26
DRAWN:	DVD
SCALE:	1"=40'
PROJECT:	23-18949B
FILE:	LOT 3 ALLEY VAC
SHEET:	1 OF 1
MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144	

EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 3 OF "NEW STONE", DOCUMENT NUMBER 2021R-101107 IN CITY BLOCK 21 OF THE CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI



ANDY D. BECK
PROFESSIONAL LAND SURVEYOR
PLS NO 2015017835



ENGINEERING
PLANNING
SURVEYING

LAND DESCRIPTION
860 S.F. ALLEY EASEMENT VACATE
FEBRUARY 02, 2026
BAX PROJECT No. 23-18926
DVD

ALLEY EASEMENT VACATE

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ENGINEERING
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LAND DESCRIPTION
860 S.F. ALLEY EASEMENT VACATE
FEBRUARY 04, 2026
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DVD

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ENGINEERING
PLANNING
SURVEYING

LAND DESCRIPTION
110 S.F. ALLEY EASEMENT VACATE
FEBRUARY 04, 2026
BAX PROJECT No. 23-18926
DVD

ALLEY EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 3 OF "NEW STONE", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED AS DOCUMENT NUMBER 2021R-101107 OF THE ST. CHARLES COUNTY RECORDS, IN CITY BLOCK 21, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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(636) 928-5552 Fax: (636) 928-1718
www.baxengineering.com

2026R-009953

03/04/2026 09:10:12 AM

\$ 42.00

PAGES: 8

CERTIFIED-FILED FOR RECORD

MARY E. DEMPSEY

RECORDER OF DEEDS

ST. CHARLES COUNTY, MISSOURI

BY: CGRAF

ELECTRONICALLY RECORDED

FULL RELEASE OF EASEMENT

THIS INSTRUMENT, made this 4 day of March, 2026.

WITNESSETH THAT:

WHEREAS, there has heretofore been granted to SPIRE MISSOURI INC., a Missouri corporation, ("GRANTOR"), easements ("Easements") in certain land located within Part of a vacated fifteen foot (15') wide alley located within Lot 1, Lot 2 and Lot 3 of New Stone, as recorded in Document No 2021R-101107 and further described in Book 5781 at Page 399, of the St. Charles County, Missouri Records wherein the nature and extent of the Easements and the lands affected are described; and

WHEREAS the present owner, GALT HOUSE, LLC ("GRANTEE") of the lands so affected, has requested that GRANTOR release the easements, and GRANTOR is willing to do so to the extent hereinafter described.

NOW THEREFORE, in consideration of One Dollar (\$1.00) in hand paid to GRANTOR by said GRANTEE, the receipt of which is hereby acknowledged, GRANTOR hereby RELEASES AND QUITCLAIMS to said GRANTEE all of GRANTOR'S right, title and interest in and to the Easements as shown hatched on the attached plats designated "Exhibit A, Page 1 and 2", "Exhibit B, Page 1 of 2", and "Exhibit C, Page 1 of 2"

IN WITNESS WHEREOF, GRANTOR has caused this instrument to be signed by its Vice President of Engineering and Asset Management the day and year first above written.

SPIRE MISSOURI INC.

Legal Dept. Approval to Form: DPA

William A. Kuchar III
William A. Kuchar III
Vice President, Engineering and Asset Management

Engineering Dept. Approval: NAE

System Planning Approval: JVG

Right of Way Dept. Approval: AG

STATE OF MISSOURI)
) ss.
CITY OF ST. LOUIS)

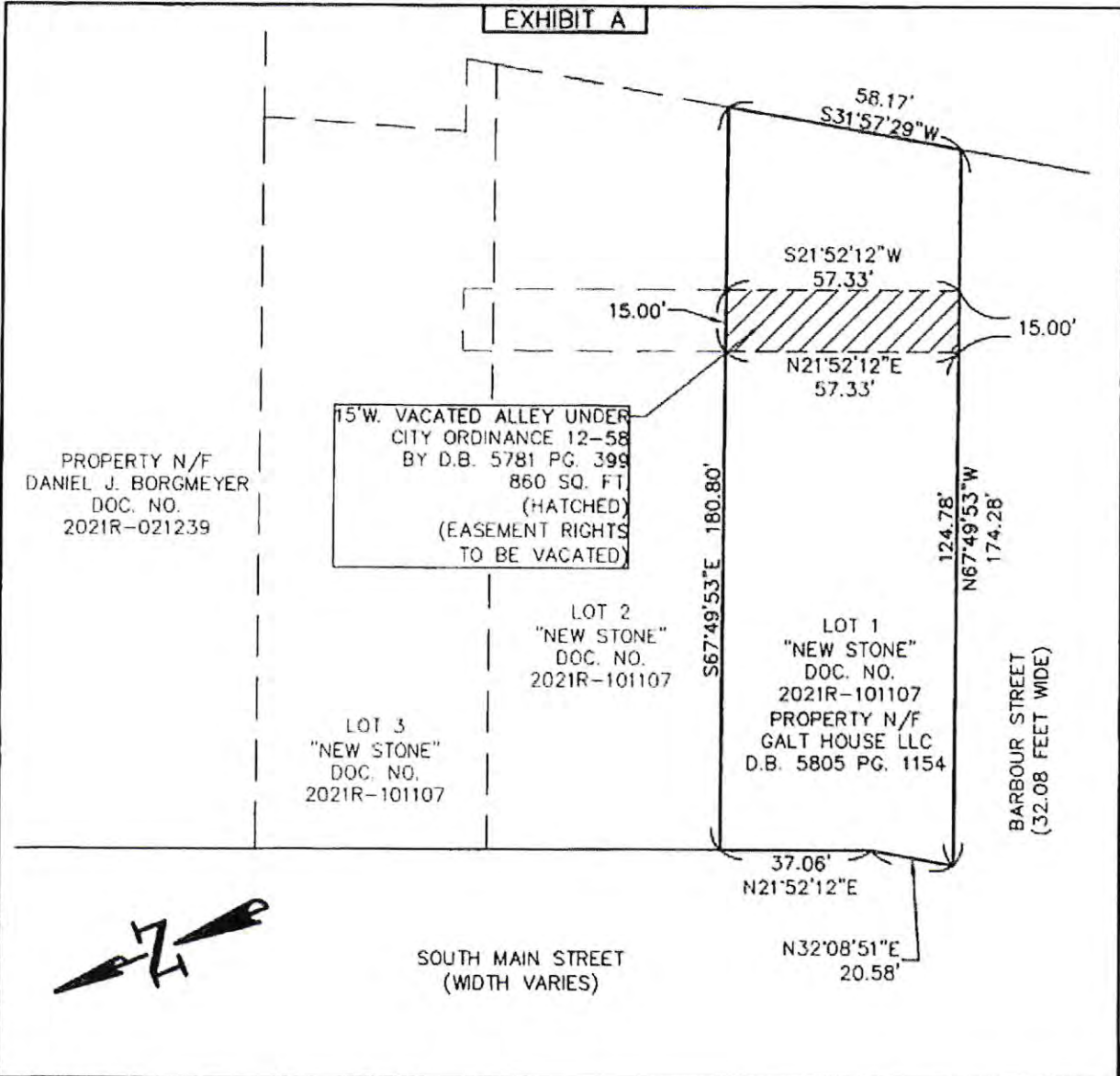
On the 4th day of March, 2026, before
me, John Lair, a notary public in and for said state,
appeared William A. Kuchar III, to me personally known, who being by me duly sworn, did say that he is
the Vice President, Engineering and Asset Management of SPIRE MISSOURI INC., and that said
instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and
said William A. Kuchar III acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires: 1/29/2030

[Signature]
Notary Public
John Lair
Printed Name

JOHN LAIR
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Jan. 29, 2030
Commission #18103602

EXHIBIT A



BAX ENGINEERING CO.
 221 POINT WEST BLVD.
 ST. CHARLES, MO 63301
 636-928-5552

GENERAL NOTES:
 1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
 2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE: 02/04/26
 DRAWN: DVD
 SCALE: 1"=40'
 PROJECT: 23-18949B
 FILE: LOT 1 ALLEY VAC
 SHEET: 1 OF 1

EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 1 OF "NEW STONE", DOCUMENT NUMBER 2021R-101107 IN CITY BLOCK 21 OF THE CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI



ANDY D. BECK
 PROFESSIONAL LAND SURVEYOR
 PLS NO 2015017835

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144



ENGINEERING
PLANNING
SURVEYING

LAND DESCRIPTION
860 S.F. ALLEY EASEMENT VACATE
FEBRUARY 02, 2026
BAX PROJECT No. 23-18926
DVD

ALLEY EASEMENT VACATE

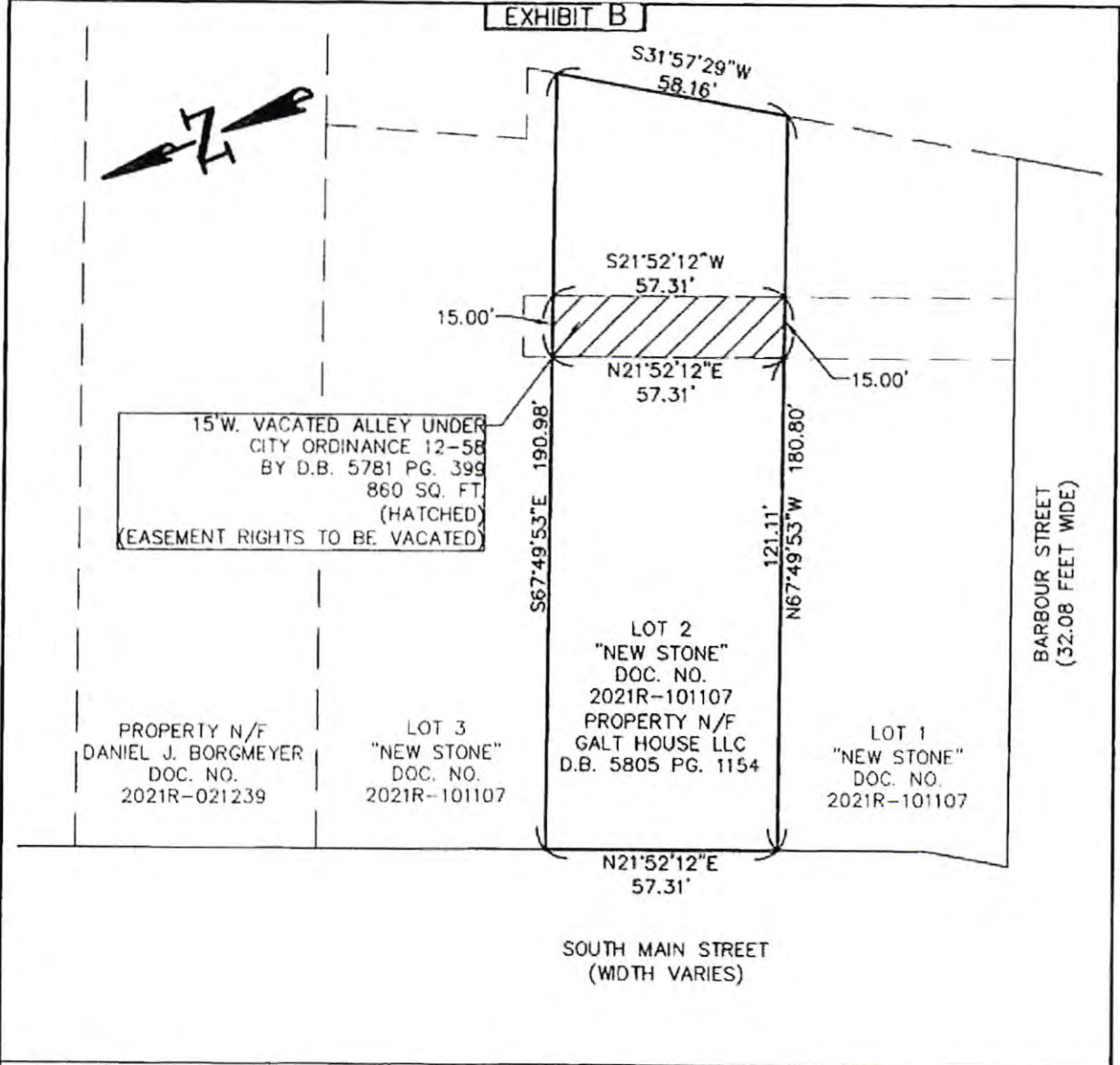
A TRACT OF LAND BEING PART OF LOT 1 OF "NEW STONE", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED AS DOCUMENT NUMBER 2021R-101107 OF THE ST. CHARLES COUNTY RECORDS, IN CITY BLOCK 21, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

EXHIBIT B



BAX ENGINEERING CO.
 221 POINT WEST BLVD.
 ST. CHARLES, MO 63301
 636-928-5552

- GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
 2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE: 02/04/26
 DRAWN: DVD
 SCALE: 1"=40'
 PROJECT: 23-18949B
 FILE: LOT 2 ALLEY VAC
 SHEET: 1 OF 1

EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 2 OF "NEW STONE", DOCUMENT NUMBER 2021R-101107 IN CITY BLOCK 21 OF THE CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI



ANDY D. BECK
 PROFESSIONAL LAND SURVEYOR
 PLS NO 2015017835



ENGINEERING
PLANNING
SURVEYING

LAND DESCRIPTION
860 S.F. ALLEY EASEMENT VACATE
FEBRUARY 04, 2026
BAX PROJECT No. 23-18926
DVD

ALLEY EASEMENT VACATE

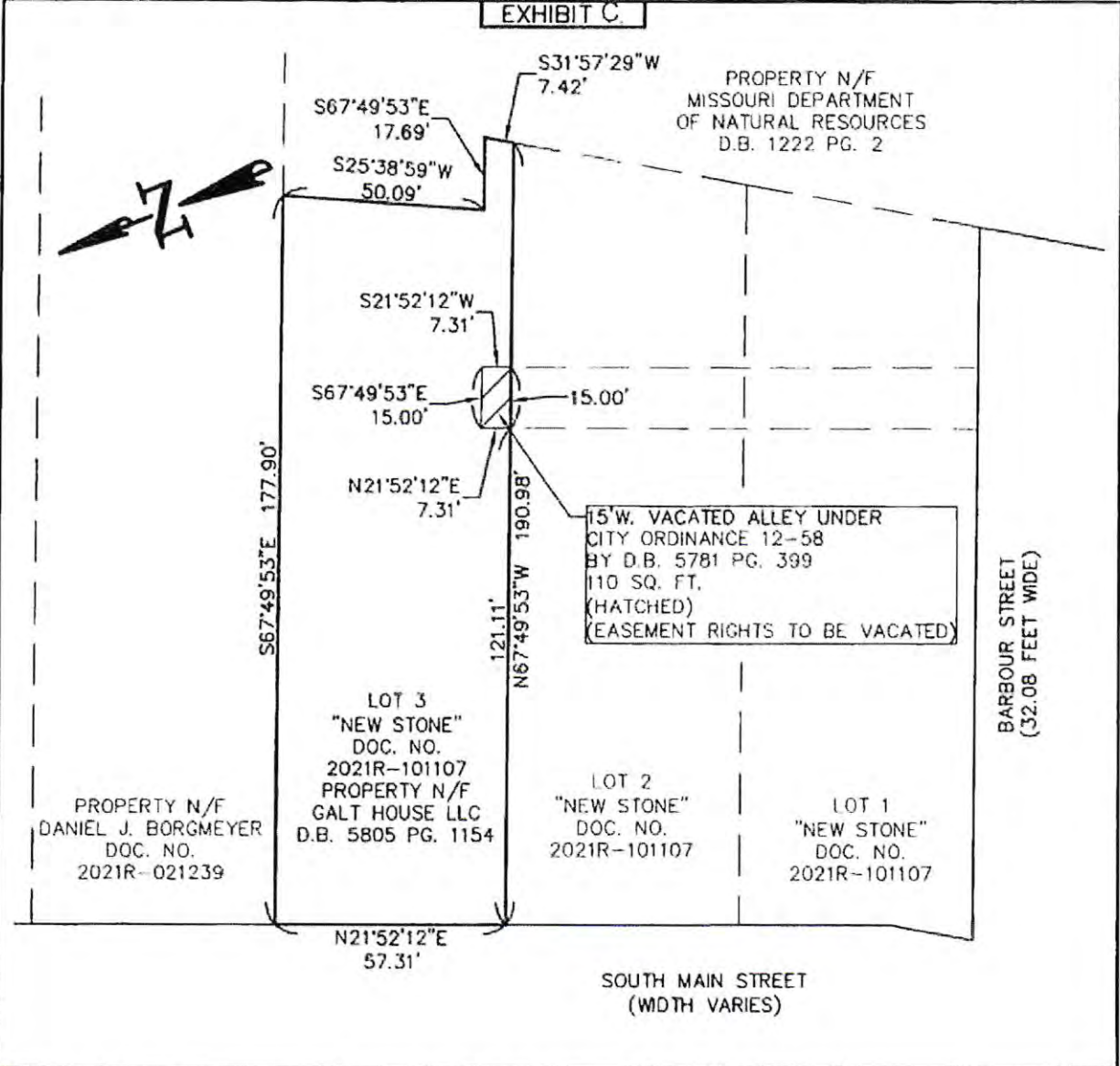
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COMMENCING AT THE SOUTHWEST CORNER OF LOT 2 OF "NEW STONE", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 2021R- 101107 OF THE ST. CHARLES COUNTY RECORDS, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF SOUTH MAIN STREET, (WIDTH VARIES); THENCE ALONG THE SOUTH LINE OF LOT 2 OF "NEW STONE", SOUTH 67 DEGREES 49 MINUTES 53 SECONDS EAST 121.11 FEET TO THE ACTUAL POINT OF BEGINNING OF THE DESCRIPTION HEREIN; THENCE LEAVING THE SAID SOUTH LINE OF LOT 2 OF "NEW STONE", NORTH 21 DEGREES 52 MINUTES 12 SECONDS EAST 57.31 FEET TO THE NORTH LINE AFORESAID LOT 2 OF "NEW STONE"; THENCE ALONG THE NORTH LINE OF LOT 2 OF "NEW STONE", SOUTH 67 DEGREES 49 MINUTES 53 SECONDS EAST 15.00 FEET TO A POINT; THENCE LEAVING SAID NORTH LINE OF LOT 2 OF "NEW STONE", SOUTH 21 DEGREES 52 MINUTES 12 SECONDS WEST 57.31 FEET TO THE SOUTH LINE OF AFORESAID LOT 2 OF "NEW STONE"; THENCE ALONG THE SOUTH LINE OF SAID LOT 2 OF "NEW STONE", NORTH 67 DEGREES 49 MINUTES 53 SECONDS WEST 15.00 FEET TO THE POINT OF BEGINNING, CONTAINING 860 SQUARE FEET ACCORDING TO CALCULATIONS BY BAX ENGINEERING DURING FEBRUARY, 2026.



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

EXHIBIT C.



BAX ENGINEERING CO.
 221 POINT WEST BLVD.
 ST. CHARLES, MO 63301
 636-928-5552

- GENERAL NOTES:
1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
 2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE: 02/04/26
 DRAWN: DVD
 SCALE: 1"=40'
 PROJECT: 23-18949B
 FILE: LOT 3 ALLEY VAC
 SHEET: 1 OF 1

EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 3 OF "NEW STONE", DOCUMENT NUMBER 2021R-101107 IN CITY BLOCK 21 OF THE CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI



ANDY D. BECK
 PROFESSIONAL LAND SURVEYOR
 PLS NO 2015017835

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144



ENGINEERING
PLANNING
SURVEYING

LAND DESCRIPTION
110 S.F. ALLEY EASEMENT VACATE
FEBRUARY 04, 2026
BAX PROJECT No. 23-18926
DVD

ALLEY EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 3 OF "NEW STONE", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED AS DOCUMENT NUMBER 2021R-101107 OF THE ST. CHARLES COUNTY RECORDS, IN CITY BLOCK 21, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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(636) 928-5552 Fax: (636) 928-1718
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Petition for Vacation or Acceptance of Right-of-Way/Easement
Within the City of St. Charles, Missouri

We, the owner of the tract of land adjacent to Lot 1 of New Stone, each lying in a 15 feet wide alley easement within the City limits of the City of St. Charles, do hereby petition the Mayor and City Council to:

- Accept said streets as Provisional Streets according to City Code 505.330.
- Accept said streets as Public Streets according to City Code 505.340.
- Vacate said right-of-way [easement]

We the undersigned owners also understand and affirm that if public property rights do not currently exist, we shall donate and execute said donations at our expense, all land rights determined by the City as being necessary for said acceptance of streets or for vacation of right-of-way [easement] through the appropriate legal means which may include, but not necessarily be limited to resubdivision plats, deeds, easements, etc. The exact limits of the right-of-way or easements being petitioned are as follows:

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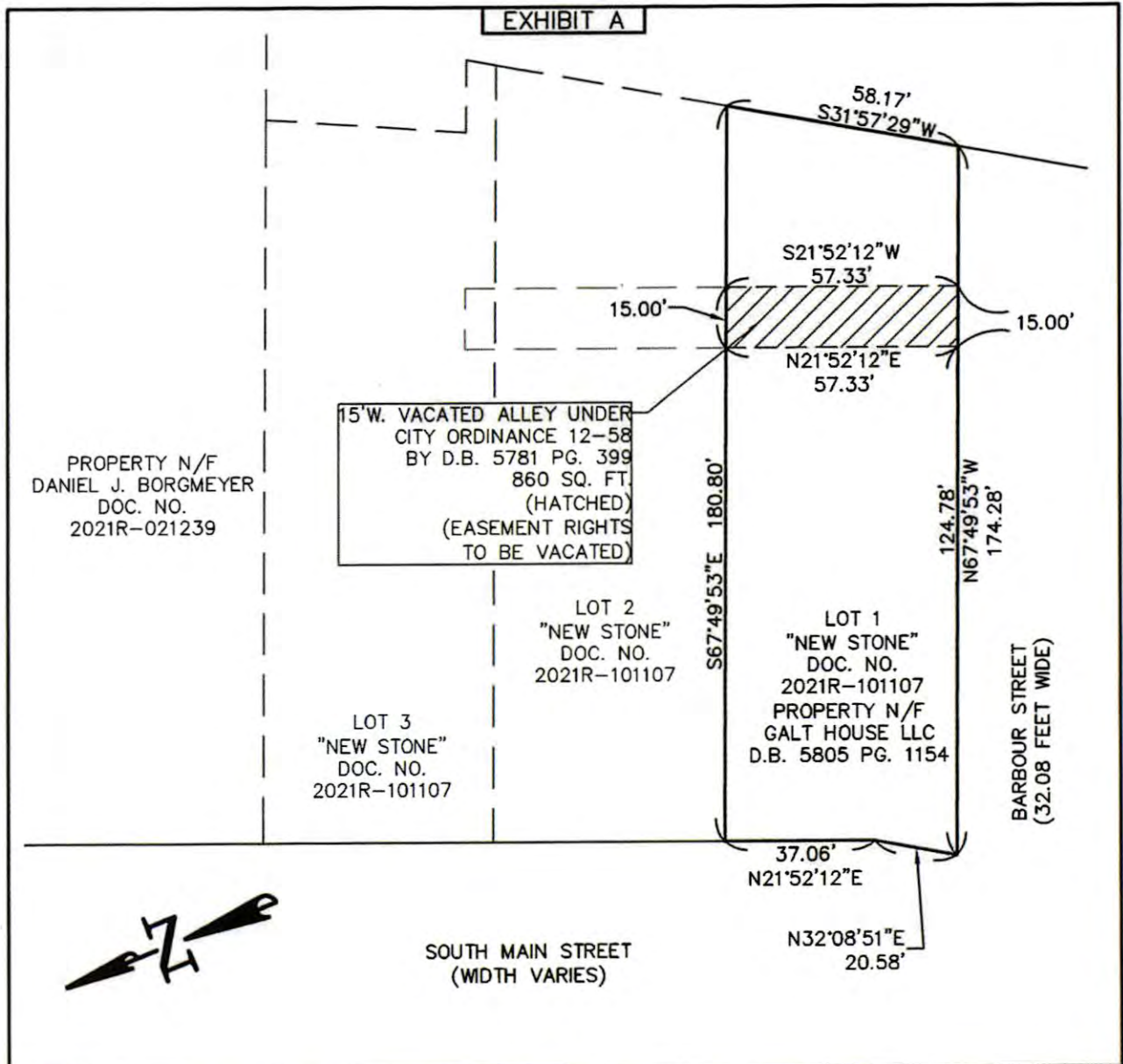
Signatures of all adjoining property owner:



Signature

Address: 1030 South Main Street St. Charles
Print Name: Nick Livazza

EXHIBIT A



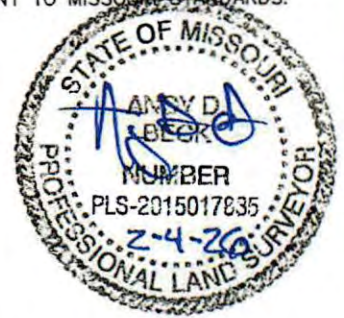
BAX ENGINEERING CO.
 221 POINT WEST BLVD.
 ST. CHARLES, MO 63301
 636-928-5552

GENERAL NOTES:
 1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
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DATE:	02/04/26
DRAWN:	DVD
SCALE:	1"=40'
PROJECT:	23-18949B
FILE:	LOT 1 ALLEY VAC
SHEET:	1 OF 1
MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144	

EASEMENT VACATE

A TRACT OF LAND BEING PART OF
 LOT 1 OF "NEW STONE",
 DOCUMENT NUMBER 2021R-101107
 IN CITY BLOCK 21 OF
 THE CITY OF ST. CHARLES,
 ST. CHARLES COUNTY, MISSOURI



ANDY D. BECK
 PROFESSIONAL LAND SURVEYOR
 PLS NO 2015017835



ENGINEERING
PLANNING
SURVEYING

LAND DESCRIPTION
860 S.F. ALLEY EASEMENT VACATE
FEBRUARY 02, 2026
BAX PROJECT No. 23-18926
DVD

ALLEY EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 1 OF "NEW STONE", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED AS DOCUMENT NUMBER 2021R-101107 OF THE ST. CHARLES COUNTY RECORDS, IN CITY BLOCK 21, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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Within the City of St. Charles, Missouri

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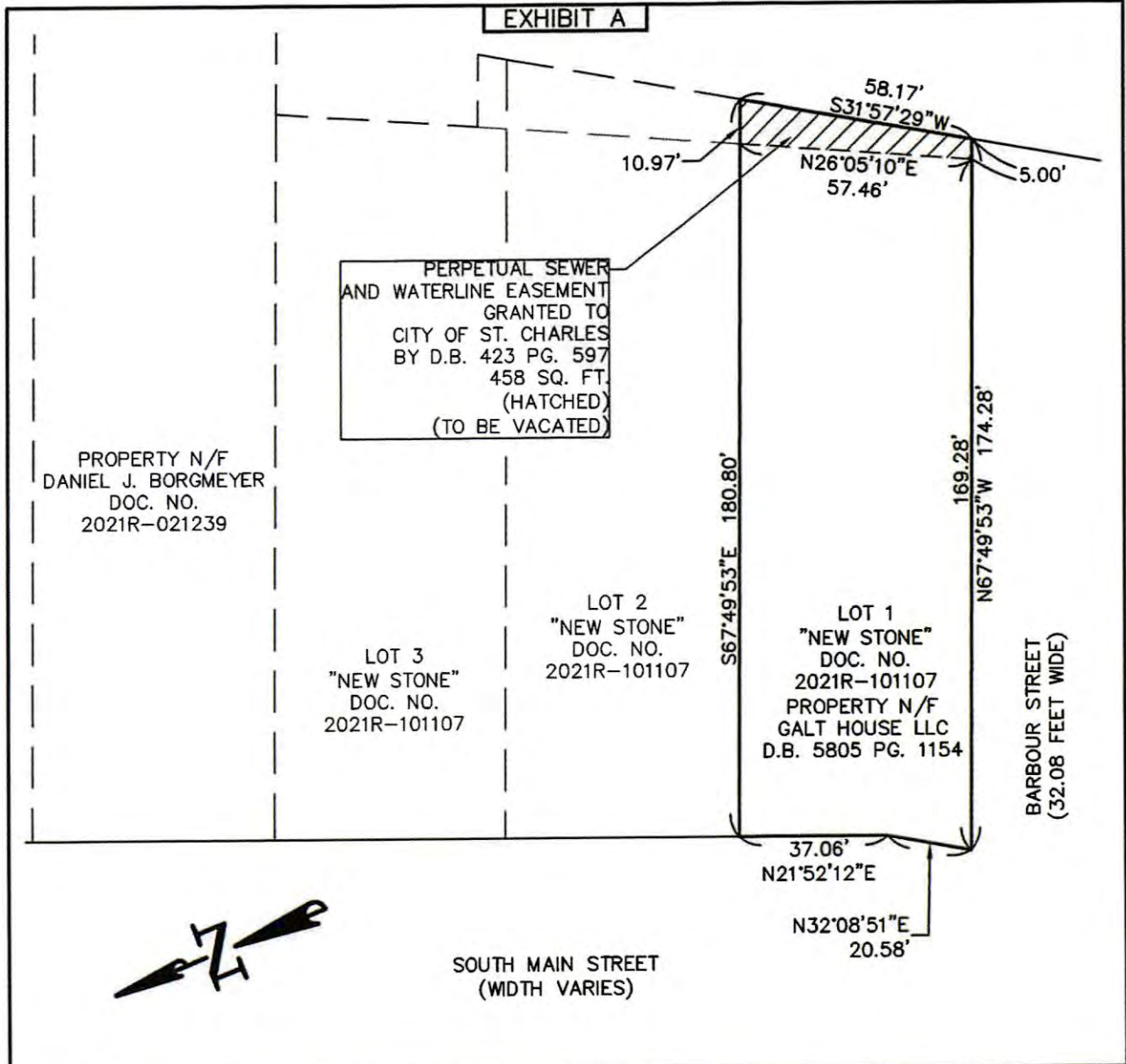
Signatures of all adjoining property owner:



Signature

Address: 1030 S Main Street
Print Name: Nick Liuzza

EXHIBIT A



BAX ENGINEERING CO.
 221 POINT WEST BLVD.
 ST. CHARLES, MO 63301
 636-928-5552

- GENERAL NOTES:
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 2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE: 02/04/26
 DRAWN: DVD
 SCALE: 1"=40'
 PROJECT: 23-18949B
 FILE: LOT 1 SWR VAC
 SHEET: 1 OF 1

EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 1 OF "NEW STONE", DOCUMENT NUMBER 2021R-101107 IN CITY BLOCK 21 OF THE CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144



ANDY D. BECK
 PROFESSIONAL LAND SURVEYOR
 PLS NO 2015017835



ENGINEERING
PLANNING
SURVEYING

LAND DESCRIPTION
458 S.F. SEWER AND WATERLINE EASEMENT VACATE
FEBRUARY 04, 2026
BAX PROJECT No. 23-18926
DVD

SEWER AND WATERLINE EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 1 OF "NEW STONE", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED AS DOCUMENT NUMBER 2021R-101107 OF THE ST. CHARLES COUNTY RECORDS, IN CITY BLOCK 21, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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St. Charles, MO 63301
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Within the City of St. Charles, Missouri

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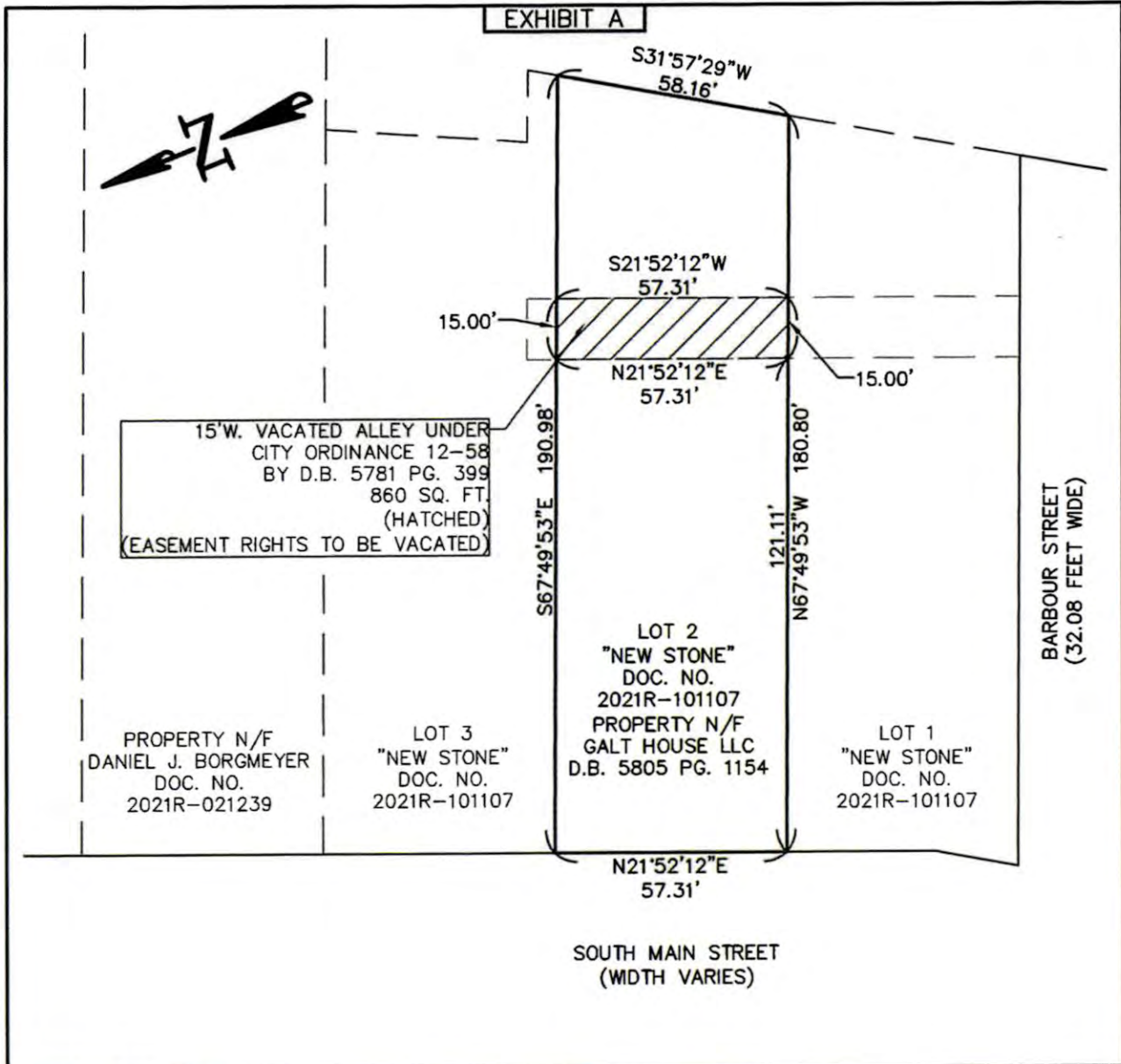
Signatures of all adjoining property owner:



Signature

Address: 1030 S Main Street
Print Name: Nick Liuzzo

EXHIBIT A



BAX ENGINEERING CO.
 221 POINT WEST BLVD.
 ST. CHARLES, MO 63301
 636-928-5552

- GENERAL NOTES:
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DATE:	02/04/26
DRAWN:	DVD
SCALE:	1"=40'
PROJECT:	23-18949B
FILE:	LOT 2 ALLEY VAC
SHEET:	1 OF 1

EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 2 OF "NEW STONE", DOCUMENT NUMBER 2021R-101107 IN CITY BLOCK 21 OF THE CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI

MISSOURI STATE
 CERTIFICATE OF
 AUTHORITY
 SURVEYING:
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ANDY D. BECK
 PROFESSIONAL LAND SURVEYOR
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ENGINEERING
PLANNING
SURVEYING

LAND DESCRIPTION
860 S.F. ALLEY EASEMENT VACATE
FEBRUARY 04, 2026
BAX PROJECT No. 23-18926
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ALLEY EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 2 OF "NEW STONE", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED AS DOCUMENT NUMBER 2021R-101107 OF THE ST. CHARLES COUNTY RECORDS, IN CITY BLOCK 21, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 2 OF "NEW STONE", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 2021R- 101107 OF THE ST. CHARLES COUNTY RECORDS, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF SOUTH MAIN STREET, (WIDTH VARIES); THENCE ALONG THE SOUTH LINE OF LOT 2 OF "NEW STONE", SOUTH 67 DEGREES 49 MINUTES 53 SECONDS EAST 121.11 FEET TO THE ACTUAL POINT OF BEGINNING OF THE DESCRIPTION HEREIN; THENCE LEAVING THE SAID SOUTH LINE OF LOT 2 OF "NEW STONE", NORTH 21 DEGREES 52 MINUTES 12 SECONDS EAST 57.31 FEET TO THE NORTH LINE AFORESAID LOT 2 OF "NEW STONE"; THENCE ALONG THE NORTH LINE OF LOT 2 OF "NEW STONE", SOUTH 67 DEGREES 49 MINUTES 53 SECONDS EAST 15.00 FEET TO A POINT; THENCE LEAVING SAID NORTH LINE OF LOT 2 OF "NEW STONE", SOUTH 21 DEGREES 52 MINUTES 12 SECONDS WEST 57.31 FEET TO THE SOUTH LINE OF AFORESAID LOT 2 OF "NEW STONE"; THENCE ALONG THE SOUTH LINE OF SAID LOT 2 OF "NEW STONE", NORTH 67 DEGREES 49 MINUTES 53 SECONDS WEST 15.00 FEET TO THE POINT OF BEGINNING, CONTAINING 860 SQUARE FEET ACCORDING TO CALCULATIONS BY BAX ENGINEERING DURING FEBRUARY, 2026.



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

Petition for Vacation or Acceptance of Right-of-Way/Easement
Within the City of St. Charles, Missouri

We, the owner of the tract of land adjacent to Lot 2 of New Stone, each lying in a 15 feet wide alley easement within the City limits of the City of St. Charles, do hereby petition the Mayor and City Council to:

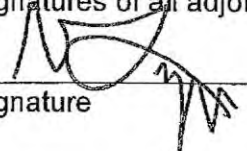
- Accept said streets as Provisional Streets according to City Code 505.330.
- Accept said streets as Public Streets according to City Code 505.340.
- Vacate said right-of-way [easement]

We the undersigned owners also understand and affirm that if public property rights do not currently exist, we shall donate and execute said donations at our expense, all land rights determined by the City as being necessary for said acceptance of streets or for vacation of right-of-way [easement] through the appropriate legal means which may include, but not necessarily be limited to resubdivision plats, deeds, easements, etc. The exact limits of the right-of-way or easements being petitioned are as follows:

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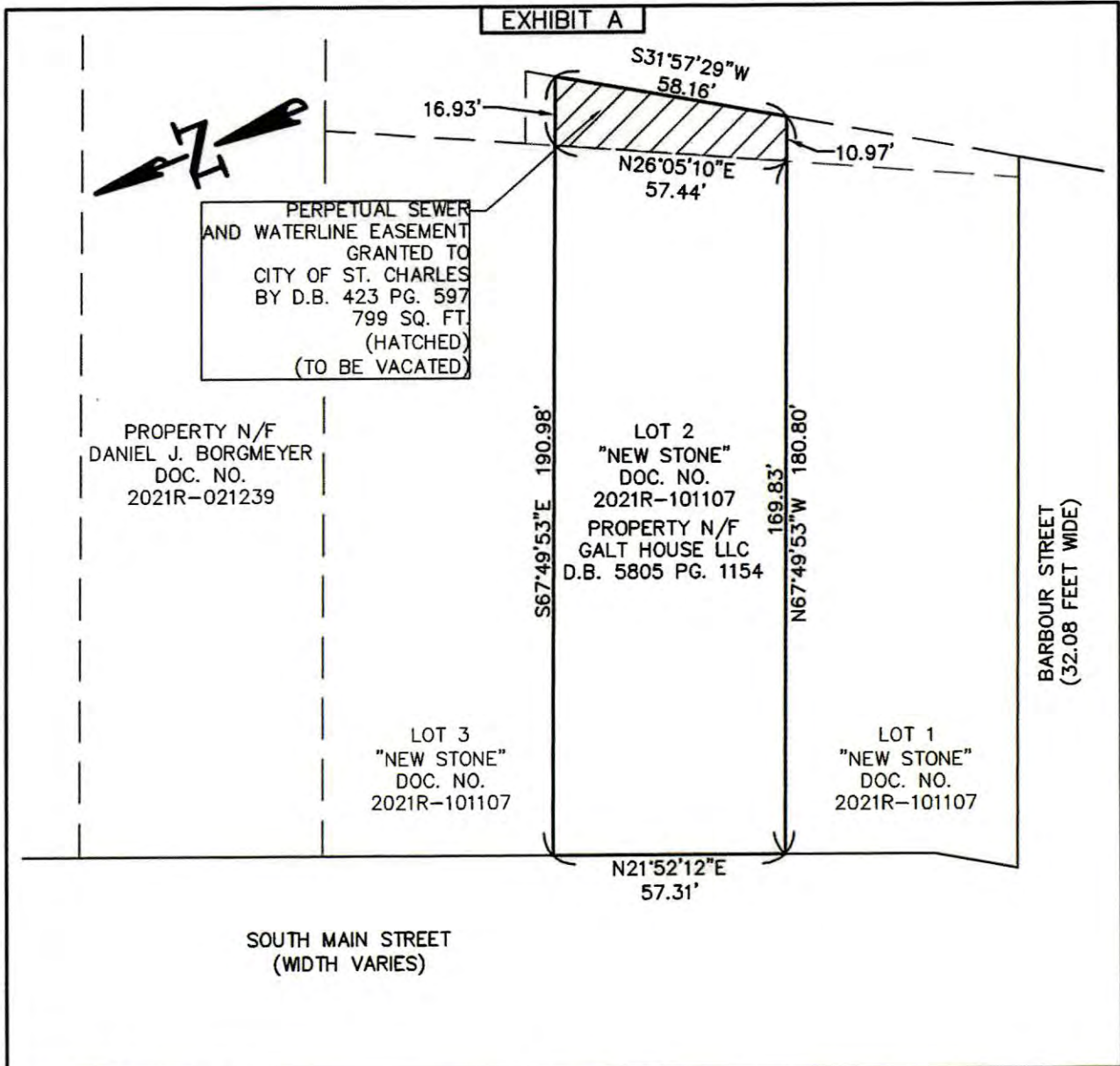
Signatures of all adjoining property owner:



Signature

Address: 1030 S Main Street
Print Name: Nick Liozza

EXHIBIT A



BAX ENGINEERING CO.
 221 POINT WEST BLVD.
 ST. CHARLES, MO 63301
 636-928-5552

GENERAL NOTES:

1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE: 02/04/26
 DRAWN: DVD
 SCALE: 1"=40'
 PROJECT: 23-18949B
 FILE: LOT 2 SWR VAC
 SHEET: 1 OF 1

EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 2 OF "NEW STONE", DOCUMENT NUMBER 2021R-101107 IN CITY BLOCK 21 OF THE CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI



ANDY D. BECK
 PROFESSIONAL LAND SURVEYOR
 PLS NO 2015017835

MISSOURI STATE
 CERTIFICATE OF
 AUTHORITY
 SURVEYING:
 #000144



ENGINEERING
PLANNING
SURVEYING

LAND DESCRIPTION
799 S.F. SEWER AND WATERLINE EASEMENT VACATE
FEBRUARY 04, 2026
BAX PROJECT No. 23-18926
DVD

SEWER AND WATERLINE EASEMENT VACATE

A TRACT OF LAND BEING PART OF LOT 2 OF "NEW STONE", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED AS DOCUMENT NUMBER 2021R-101107 OF THE ST. CHARLES COUNTY RECORDS, IN CITY BLOCK 21, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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Petition for Vacation or Acceptance of Right-of-Way/Easement
Within the City of St. Charles, Missouri

We, the owner of the tract of land adjacent to Lot 3 of New Stone, each lying in a 15 feet wide alley easement within the City limits of the City of St. Charles, do hereby petition the Mayor and City Council to:

- Accept said streets as Provisional Streets according to City Code 505.330.
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Signatures of all adjoining property owner:



Signature

Address: 1030 S Main Street
Print Name: Nick Livazza



ENGINEERING
PLANNING
SURVEYING

LAND DESCRIPTION
110 S.F. ALLEY EASEMENT VACATE
FEBRUARY 04, 2026
BAX PROJECT No. 23-18926
DVD

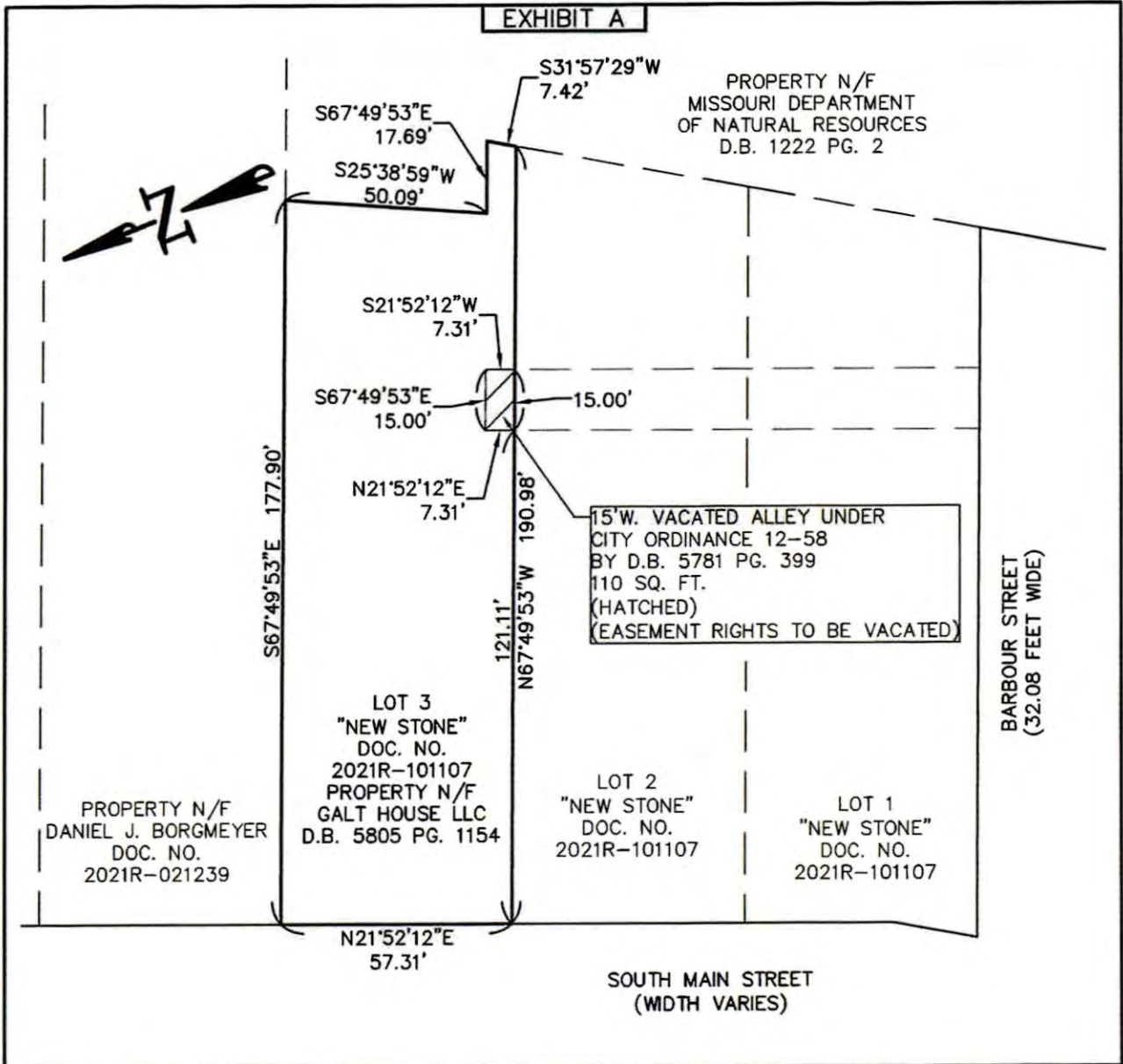
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GENERAL NOTES:
 1. BASIS OF BEARINGS IS THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE (GRID NORTH).
 2. THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY PURSUANT TO MISSOURI STANDARDS.

DATE:	02/04/26
DRAWN:	DVD
SCALE:	1"=40'
PROJECT:	23-18949B
FILE:	LOT 3 ALLEY VAC
SHEET:	1 OF 1
MISSOURI STATE CERTIFICATE OF AUTHORITY SURVEYING: #000144	

EASEMENT VACATE

A TRACT OF LAND BEING PART OF
 LOT 3 OF "NEW STONE",
 DOCUMENT NUMBER 2021R-101107
 IN CITY BLOCK 21 OF
 THE CITY OF ST. CHARLES,
 ST. CHARLES COUNTY, MISSOURI



ANDY D. BECK
 PROFESSIONAL LAND SURVEYOR
 PLS NO 2015017835

Petition for Vacation or Acceptance of Right-of-Way/Easement
Within the City of St. Charles, Missouri

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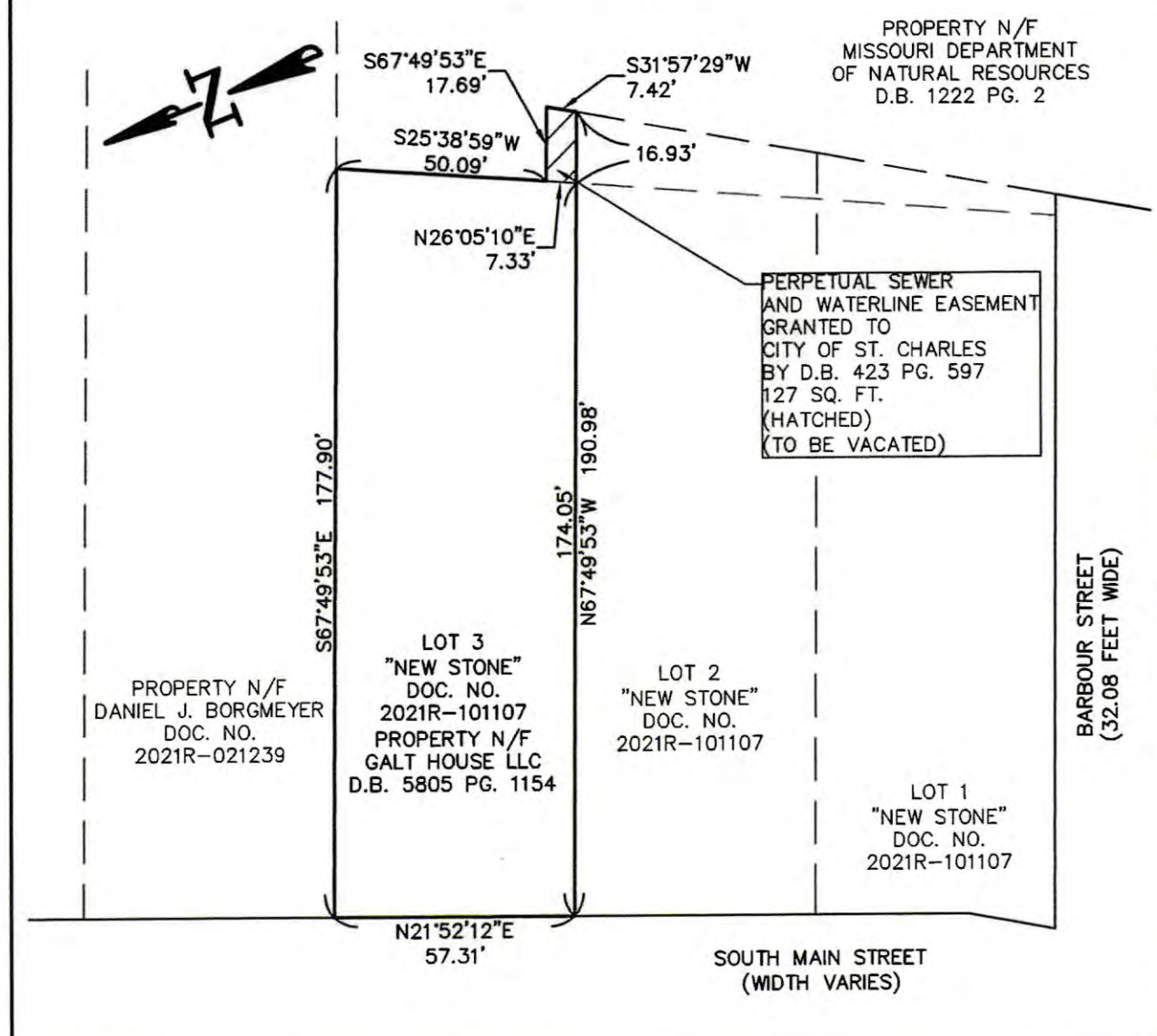
Signatures of all adjoining property owner:



Signature

Address: 1030 S Mainstreet
Print Name: Nick Liuzzo

EXHIBIT A



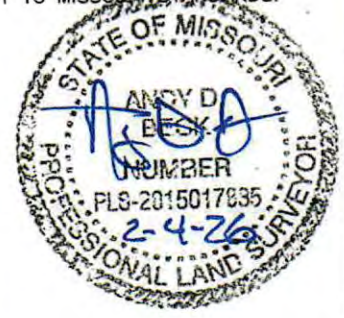
BAX ENGINEERING CO.
 221 POINT WEST BLVD.
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 IN CITY BLOCK 21 OF
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 ST. CHARLES COUNTY, MISSOURI



ANDY D. BECK
 PROFESSIONAL LAND SURVEYOR
 PLS NO 2015017835



ENGINEERING
PLANNING
SURVEYING

LAND DESCRIPTION
127 S.F. SEWER AND WATERLINE EASEMENT VACATE
FEBRUARY 04, 2026
BAX PROJECT No. 23-18926
DVD

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RCA FORM (OFFICE USE ONLY)

Bill # 14101

MEETING/DATE: 6/23/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): All

Sponsor(s): Mark Hollander

Description:

An Ordinance amending Section 510.050 of the Code of Ordinances of the City of St. Charles, Missouri pertaining to grading in excess of one acre or fifty cubic yards.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

Code Section 510.050 is being clarified that a permit is required for grading that exceed one acre in size or fifty cubic yards.

In addition, it is amended that this Code Section will not relieve any person from other City of St. Charles ordinances, State or Federal laws, regulations, or requirements.

Staff recommends approval of this Ordinance.

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

Fiscal Impact: \$ 0.00 N/A

Account #: N/A

Project #:

RCA prepared by: JG Dept. Dir. am Finance Dir. qaw Dir. of Admin. y

Sponsor: Mark Hollander

AN ORDINANCE AMENDING SECTION 510.050 OF THE CODE OF ORDINANCES OF THE CITY OF SAINT CHARLES, MISSOURI PERTAINING TO THE REQUIREMENTS TO OBTAIN CERTAIN PERMITS.

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

SECTION 1. Section 510.050 of the Code of Ordinances of the City of Saint Charles, Missouri, is hereby amended to read as follows:

Section 510.050. Permits – Requirements and Exceptions.

- A. Required. No grading in ~~access~~ excess of one (1) acre or in excess of fifty (50) cubic yards shall be commenced in the City, except as hereinafter provided, without first obtaining from the Director of Engineering or his/her designee a grading permit.
- B. Not Required in Certain Cases. No grading permit shall be required for the following classes of grading operations:
 1. Building Permit. Under provisions of a duly issued building permit where no grading is involved except excavation for the basement or footings and the backfilling thereof and there is no filling in excess of fifty (50) cubic yards.
 2. Incidental Excavations, Grading Or Filling. Excavation and removal of excavated material and filling provided such operation is clearly incidental to the improvement of the property, consists of not more than fifty (50) cubic yards of material and the area is graded and covered by revegetation or other suitable means immediately thereafter.
 3. Excavation For Streets And Drains. Necessary grading or removal or excavation of soil or other material within the limits of the right-of-way or slope rights of any existing street or for the purpose of constructing streets and other related improvements within the area of new developments ~~subdivisions~~ when made in accordance with approved improvement ~~subdivision~~ plans and for which the appropriate permits have been issued for street and drain construction. A developer achieving Tier 1 status under the Green

Underlined text is inserted. ~~Struck through~~ text is deleted.

Point Rating System Guide established in Section 400.920 may make application to the Department of Engineering for the use of a Green Point Rating System Alternative to the requirements of this Subsection as set forth in the "Development Guide: Infrastructure Alternatives for St. Charles GPRS Projects" on file with the City Clerk.

4. Other Construction Work. Construction work relating to drains, utilities or sanitary sewer systems for which a street opening or other necessary permit has been issued by the City. A developer achieving Tier 1 status under the Green Point Rating System Guide established in Section 400.920 may make application to the Department of Community Development ~~Engineering~~ for the use of a Green Point Rating System Alternative to the requirements of this Subsection as set forth in the "Development Guide: Infrastructure Alternatives for St. Charles GPRS Projects" on file with the City Clerk.
5. Farming. The lawful use of land for farming, nurseries or gardening or similar agricultural or horticultural use whenever there is substantial compliance with recommendations or standards of the local soil conservation authority.

C. Compliance with this section does not relieve any person from compliance/testing requirements of any other City ordinance or applicable federal or state law or regulation, or any such requirements included in a development plan. To the extent there is any conflict, such other ordinance, law, regulation or requirements shall control.

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.

Underlined text is inserted. ~~Struck through~~ text is deleted.

Bill No. 14101

Date Passed

Mark Hollander, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 6/11/2026

Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk



T:\ORDINANCES\ORDINANCES\CODEBOOK 2026\510.050 Permits - Requirements & Exceptions
(6.23.2026).docx

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RCA FORM (OFFICE USE ONLY)

Bill # 14102

MEETING/DATE: 6/23/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): All

Sponsor(s): Mark Hollander

Description:

An Ordinance to amend Code Section 350.397 to specifically include multi-family developments that will be required to have a minimum number of reserved parking spaces for persons with physical disabilities.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

This ordinance is to amend Code Section 350.397 to specifically include multi-family developments that will be required to have a minimum number of reserved parking spaces for persons with physical disabilities. The interpretation of staff has been that multi-family developments are included in the Code Section, this amendment seeks to clarify this interpretation.

Staff recommends approval of this Ordinance.

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

Fiscal Impact: \$ 0.00 N/A

Account #: N/A

Project #:

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

Sponsor: Mark Hollander

AN ORDINANCE AMENDING SECTION 350.397 OF THE CODE OF ORDINANCES TO SPECIFICALLY INCLUDE MULTI-FAMILY DEVELOPMENTS THAT WILL BE REQUIRED TO HAVE A MINIMUM NUMBER OF RESERVED PARKING SPACES FOR PERSONS WITH PHYSICAL DISABILITIES.

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

SECTION 1. Section 350.397 of the Code of Ordinances of the City of St. Charles, Missouri is hereby amended to read as follows:

Section 350.397. Minimum Number Of Reserved Parking Spaces For Persons With Physical Disabilities.

A. The owner of any off-street parking area or facility shall provide reserved parking spaces for persons with physical disabilities at any business, retail, professional, multi-family or institutional establishment whether public or private upon the same property in conformance with the numbers required in the following chart:

Total Parking in Lot	Required Minimum Number of Accessible Spaces
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 to 1,000	2% of total
1,001 and over	20 plus 1 for each 100 over 1,000

- B. The parking space closest to the entrance way of each public entrance to any business, retail, professional or institutional establishment shall be designated as a reserved parking space for persons with physical disabilities and shall have a minimum width of eleven (11) feet. Any such parking space reserved for persons with physical disabilities shall meet the following requirements:
1. All parking spaces reserved for persons with physical disabilities shall be striped with either blue, yellow or white traffic paint and shall have the international accessible parking symbol painted within.
 2. All parking spaces reserved for persons with physical disabilities shall have a marked access aisle or traffic lane along the length of at least one (1) side of a minimum of five (5) feet in width, which aisle shall be striped in a cross-hatch design so as to increase its visibility.
 3. All parking spaces reserved for persons with physical disabilities shall have a sign posted adjacent to, and visible from each space, which signs shall have the international accessible parking symbol upon it and the words "Reserved Parking" or "Accessible Parking." The sign shall be twelve (12) inches by eighteen (18) inches in size and conform to the R7-8 reserved parking for persons with physical disabilities sign as depicted within the Manual on Uniform Traffic Control Devices.
 4. All parking spaces reserved for persons with physical disabilities and access aisles shall be level with surface slopes not exceeding 1:50 (2%) in all directions.
- C. One (1) in every four (4) parking spaces reserved for persons with physical disabilities, but not less than one (1) parking space reserved for persons with disabilities, shall be served by an access aisle a minimum of ninety-six (96) inches wide and shall be designated "Lift Van Accessible Only" with signs that meet the requirements of the Americans with Disabilities Act, as amended, and any rules or regulations established pursuant thereto.

SECTION 2. The portions of this ordinance shall be severable. If any clause, word, paragraph, section, or other part or portion of this ordinance is held to be invalid, illegal, or unconstitutional for any reason, the City Council hereby declares it would nevertheless have enacted the remaining portions thereof and such remaining portions shall remain in full force and effect.

Underlined text is inserted. ~~Struck through~~ text is deleted.

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 6/11/2026

Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk

RCA FORM (OFFICE USE ONLY)

Bill # 14103

MEETING/DATE: 6/23/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): All

Sponsor(s): Mark Hollander

Description:

This ordinance repeals Section 720.010 of the City Code relating to the fare structure for St. Charles Area Transit Bus Service. Transit fares are currently established in Section 150.030 of the City Code, making Section 720.010 redundant and no longer necessary.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

Approval is requested for an ordinance repealing Section 720.010 of the City Code, which establishes the fare structure for the St. Charles Area Transit Bus Service. Transit fares are currently established through the City's Schedule of Fees, Fines, Costs, and Deposits in Section 150.030 of the City Code. Repealing Section 720.010 will eliminate duplicate provisions and ensure fare information is maintained in a single location within the Code.

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

Fiscal Impact: \$ 0.00 N/A

Account #: N/A

Project #: N/A

RCA prepared by: MZG Dept. Dir. H Finance Dir. Qao Dir. of Admin. 9

Sponsor: Mark Hollander

AN ORDINANCE REPEALING CODE OF ORDINANCES SECTION 720.010 PERTAINING TO THE FARE STRUCTURE FOR THE CITY OF ST. CHARLES, MISSOURI, TRANSIT BUS SERVICE.

WHEREAS, Section 150.030 of the Code of Ordinances sets forth the current schedule of fees, fines, costs and deposits for services provided by the City of St. Charles and for doing business with the City; and

WHEREAS, Section 720.010 of the Code of Ordinances, in Chapter 720, Transit Services, sets forth a fare structure for the St. Charles Area Transit Bus Service which is no longer needed because the fares for the City's transit services are set forth in Code Section 150.030 and, therefore, Code Section 720.010 needs to be repealed.

NOW THEREFORE, Be it Ordained by the Council of the City of St. Charles, Missouri, as Follows:

SECTION 1. Code of Ordinances Chapter 720 is amended and Section 720.010 is hereby repealed in its entirety.

Chapter 720-Transit Services. (Reserved)

Section 720.010. Fare Structure For St. Charles Area Transit Bus Service.

A. ~~The fare to ride a St. Charles area transit bus shall be as follows:~~

1. ~~For in-City request a ride, the fare shall be fifty cents (\$0.50) per one-way ride.~~
2. ~~For the commuter route, the fare shall be two dollars (\$2.00) per one-way ride.~~
3. ~~Veterans of the United States Armed Forces are eligible to ride all transit services free of charge by presenting a valid veteran ID card as defined by the U.S. Department of Veterans Affairs.~~

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.

Bill No. 14103

Date Passed

Mark Hollander, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 6/12/2026

Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk



T:\ORDINANCES\ORDINANCES\CODEBOOK 2026\720.010 Repeal Fare Structure - Transit System
6.23.2026.docx

Underlined text is inserted. ~~Struck through~~ text is deleted.



Bill # 14104

RCA FORM (OFFICE USE ONLY)

MEETING/DATE: 06/23/2026

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): N/A

Sponsor(s): Chris Kyle, Mark Hollander, Vince Ratchford, Denise Mitchell, Justin Foust, Brian Gould, Michael Galba, Bart Haberstroh, Steve Hollander

Description:

An Ordinance authorizing a cooperative agreement between Boone County, Missouri and the City of St. Charles, Missouri for K-9 maintenance training classes with the Boone County Sheriff's Office for the SCFD search and rescue dog, Bruno, in an amount not to exceed \$1,000.00.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

Cooperative agreement for K-9 maintenance training classes with the Boone County Sheriff's Office for the SCFD search and rescue dog, Bruno, who was acquired in 2025 and is handled by Firefighter Toby Wilson. We entered into a similar basic training agreement in 2025.

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

Fiscal Impact: 1,000.00 **Select One** _____

Account #: 100-240-402-758-003

Project #: N/A

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

Bill No. 14104

Ordinance No. _____

Sponsors: Chris Kyle, Mark Hollander, Vince Ratchford, Denise Mitchell, Justin Foust, Brian Gould, Michael Galba, Bart Haberstroh, Steve Hollander

AN ORDINANCE AUTHORIZING A COOPERATIVE AGREEMENT BETWEEN BOONE COUNTY, MISSOURI, AND THE CITY OF ST. CHARLES, MISSOURI FOR ASSISTANCE WITH TRAINING OF THE ST. CHARLES FIRE DEPARTMENT K-9 AND HANDLER IN AN AMOUNT NOT TO EXCEED \$1,000.00.

Be It Ordained by the Council of the City of St. Charles, Missouri, as Follows:

SECTION 1. A Cooperative Agreement between Boone County, Missouri, by and through the Boone County Sheriff's Department and the City of St. Charles, Missouri for assistance with for training of the Fire Department K-9 and handler in an amount not to exceed \$1,000.00 is approved. The 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 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.

Date Passed

Mark Hollander, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Form:

Attest:

Holly Magdziar 6/17/2026
Holly Magdziar, City Attorney Date

Kimberly Hudson, City Clerk



**SIGN
HERE**

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.

Jim O'Connell 6-17-26
Director of Finance Date

K-9 MAINTENANCE TRAINING AGREEMENT

THIS AGREEMENT dated as of the last date signed below, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Office (BCSO), and the City of St. Charles, Missouri, (City) for services to be provided to the Saint Charles City Fire Department:

WHEREAS, BCSO can provide K-9 maintenance training through its certified K-9 training staff; and

WHEREAS, City desires to send its K-9 and handler through the BCSO's K-9 maintenance training program; and

WHEREAS, County and City have the authority to cooperate with each other for the purposes of this Agreement pursuant to RSMo §70.220;

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. MAINTENANCE TRAINING. BCSO agrees to provide City's K-9 handler and K-9 maintenance training by and through BCSO's certified staff. Training areas will include obedience, tracking, and searching. The training shall consist of not less than twenty (20) sessions. City will receive a certificate documenting successful completion of the BCSO's program.

2. EMPLOYED STATUS OF K-9 HANDLER. City agrees that the training contemplated herein is within the scope and course of its handler's employment and City will be responsible for all appropriate compensation and the provision of Worker's Compensation coverage to City's employee. City's handler will execute a Waiver & Release as set out in the attached Exhibit "A" prior to being permitted to participate in the training.

3. CONTRACT PRICE AND PAYMENT. City shall pay County a total sum of One Thousand Dollars (\$1,000.00) for the training contemplated herein, calculated at a rate of \$50/session. City shall pay one-half, or \$500.00, upon execution of this contract and the remaining one-half, or \$500.00, after ten (10) sessions have been completed.

4. TERM AND TERMINATION. The term of this Agreement shall begin on the 19th day of July, 2026, for a period of one-year and may be renewed for two (2) additional, one-year contracts on the same terms and conditions as set forth herein. Either party may terminate this Agreement at any time by providing the other written notice of their intent to terminate at least 90 days in advance of the intended termination date. In the event of a termination, the parties will reconcile the payments paid and/or due based on the number of sessions attended and the rate of \$50.00 per session.

5. MODIFICATION AND WAIVER. No modification or waiver of any provision of this Agreement nor consent to any departure therefrom, shall in any event be effective, unless the same shall be in writing and signed by County and City and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which mutually agreed.

6. FUTURE COOPERATION. The parties agree to fully cooperate with each other to give full force and effect to the terms and intent of this Agreement.

7. ENTIRE AGREEMENT. The parties state that this document contains the entire agreement between the parties, and there are no other oral, written, express or implied promises, agreements, representations or inducements not specified herein.

8. AUTHORITY. The signatories to this Agreement warrant and certify that they have obtained the necessary authority, by resolution or otherwise, to execute this Agreement on behalf of the named party for whom they are signing.

SO AGREED.

CITY OF ST. CHARLES, MISSOURI

BOONE COUNTY, MISSOURI

By:

By:

Daniel J. Borgmeyer, Mayor

Kip Kendrick, Presiding Commissioner

Date: _____

Date: _____

Attest:

Attest:

Kimberly Hudson, City Clerk

Brianna L. Lennon, County Clerk

Approved as to Legal Form:

Approved:

Holly Magdziarz

Holly Magdziarz, City Attorney

Dwayne Carey, Sheriff

Approved as to Legal Form:

CJ Dykhouse, County Counselor

Acknowledged for Budgeting Purposes:

Kyle Rieman, Auditor

CERTIFICATE OF THE CITY OF ST. CHARLES, MISSOURI 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.

Jeff Down

Director of Finance

6-15-26

Date

Exhibit "A"

INFORMED CONSENT WAIVER AND RELEASE

ASSUMPTION OF RISKS: I acknowledge that participation in the K-9 Maintenance Training [hereinafter the "Program"] involves physical activities which, by their very nature, carry certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. These physical activities involve strenuous exertions of strength using various muscle groups and also involve quick movements using speed and change of direction, all of which could result in injury. These risks range from minor bruises and scratches to more severe injuries, including the risk of heart attacks or other catastrophic injuries. I understand and appreciate that these physical activities carry certain inherent risks and I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

WAIVER AND RELEASE: In consideration of accepting my entry into this Program, I hereby, for myself, my heirs, executors, administrators, or anyone else who might claim on my behalf, covenant not to sue, and waive, release and discharge the Boone County Sheriff's Office, Boone County, Missouri, and/or its employees and agents engaged by them for any purpose relating to the Program that I have been permitted to participate in. This release and waiver extends to all claims of every kind of nature, whatsoever, foreseen or unforeseen, known or unknown.

INDEMNIFICATION AND HOLD HARMLESS: I also agree to indemnify and hold harmless the Boone County Sheriff's Office, Boone County, Missouri, and/or its employees and agents all from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees, that result from my participation in or involvement with the Program.

Waivers and Releases for minors are accepted only with a parent/guardian signature.

Signature of Participant/Date

_____ Date: _____

Printed Name of Participant

Boone County Sheriff's Office

INVOICE

2121 County Drive
Columbia, MO 65202

573-875-1111

SOLD TO:

Saint Charles City Fire Department
3201 Boschertown Road
Saint Charles, MO 63301

INVOICE NUMBER	05052026-SCFD
INVOICE DATE	May 5, 2026
OUR ORDER NO.	
YOUR ORDER NO.	
TERMS	
SALES REP	B. Leer
SHIPPED VIA	
F.O.B.	
PREPAID or COLLECT	

SHIPPED TO:

N/A

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	BCSO K-9 Single Purpose Maintenance Training Columbia, MO (Training Period: 07/19/2026 - 07/18/2027)	1,000.00	\$1,000.00
<p>\$500.00 due upon execution of contract.</p> <p>Remainder due upon completion of 10 training sessions.</p> <p>Agency may pay full amount up front if desired.</p>			
		SUBTOTAL	\$1,000.00
		TAX	0.00
		FREIGHT	
			\$1,000.00 PAY THIS AMOUNT

DIRECT ALL INQUIRIES TO:

Captain Brian Leer
573-875-1111
bleer@boonemo.gov

MAKE ALL CHECKS PAYABLE TO:

Boone County
2121 County Dr
Columbia, MO 65202
573-875-1111

THANK YOU FOR YOUR BUSINESS!