

Bill No. 13798

Ordinance No. 24-035

Sponsor: Vince Ratchford

AN ORDINANCE AUTHORIZING A FIRST AMENDMENT TO COST REIMBURSEMENT AGREEMENT PERTAINING TO LOT A OF RIVERPOINTE BLOCK 100 PLAT TWO BY AND BETWEEN THE CITY OF ST. CHARLES, MISSOURI, AS OWNER, AND RIVERPOINTE MASTER DEVELOPER, LLC, AS DEVELOPER, WITH RESPECT TO THE PRE-DEVELOPMENT BUDGET AND THE CITY'S REIMBURSEMENT OBLIGATIONS, AND TO UPDATE CERTAIN PROVISIONS OF THE AGREEMENT.

Whereas, the City of St. Charles, Missouri (the "City") and Riverpointe Master Developer, LLC ("RMD") (as successor in interest to CRG Acquisition, LLC) are parties to certain Purchase Agreements with respect to the real properties within the City limits that are collectively referred to as Riverpointe; and

Whereas, in connection with the Purchase Agreements, the City and RMD entered into that certain Cost Reimbursement Agreement Pertaining to Lot A of Riverpointe Block 100 Plat Two (the "Agreement") which was authorized by the City Council on March 8, 2022, upon the enactment of Ordinance Number 22-040; and

Whereas, the City and RMD desire to amend the Agreement to adjust the pre-development budget and modify the City's reimbursement obligations, and to further amend the Agreement as otherwise provided in the First Amendment.

Be It Ordained by the Council of the City of St. Charles, Missouri, as Follows:

SECTION 1. The First Amendment to Cost Reimbursement Agreement Pertaining to Lot A of Riverpointe Block 100 Plat Two between the City of St. Charles, Missouri and Riverpointe Master Developer, LLC, in substantially the same in form and content as attached hereto and identified as Exhibit 1, is approved. The Mayor and City Clerk are authorized to execute the First Amendment 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.

March 19, 2024
Date Passed

Vince Ratchford
Vince Ratchford, Presiding Officer

3-20-24
Date Approved by Mayor

Daniel J. Borgmeyer
Daniel J. Borgmeyer, Mayor

Bill No. 13798

Approved as to Form:

Attest:

Holly Magdyan
Assistant City Attorney
for Michael P. Cullen, City Attorney 2/23/2024 Date
Kimberly Adams
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.

Janet O'Connell

Director of Finance Date

FIRST AMENDMENT TO COST REIMBURSEMENT AGREEMENT
PERTAINING TO
LOT A OF RIVERPOINTE BLOCK 100 PLAT TWO

This FIRST AMENDMENT TO COST REIMBURSEMENT AGREEMENT Pertaining to LOT A OF RIVERPOINTE BLOCK 100 PLAT TWO (this "Amendment"), dated as of March 20, 2024, is made and entered into by and between RIVERPOINTE MASTER DEVELOPER, LLC, a Missouri limited liability company ("Developer"), and CITY OF ST. CHARLES, MISSOURI, a constitutional charter city and political subdivision of the State of Missouri ("Owner").

BACKGROUND

WHEREAS, Developer (as successor in interest to CRG Acquisition, LLC), and Owner are parties to (i) that certain Purchase Agreement (Phase 1) dated as of July 27, 2021, as amended by that certain First Amendment to Purchase Agreement (Phase 1) dated December 14, 2021, that certain Second Amendment to Purchase Agreement (Phase 1) dated March 8, 2022, and that certain Third Amendment to Purchase Agreement (Phase 1) dated as of the date hereof (collectively, the "Phase 1 PSA"), with respect to certain real property consisting of approximately 18.427 acres located in St. Charles, Missouri, as further described in the Phase 1 PSA (the "Phase 1 Property"); and (ii) that certain Purchase Agreement (Phase 3) dated as of July 27, 2021, as amended by that First Amendment to Purchase Agreement (Phase 3) dated December 14, 2021, and that certain Second Amendment to Purchase Agreement (Phase 3) dated as of the date hereof (collectively, the "Phase 3 PSA" and together with the Phase 1 PSA, the "Purchase Agreements"), with respect to certain real property consisting of approximately 14.62 acres located in St. Charles, Missouri as further described in the Phase 3 PSA (the "Phase 3 Property", and together with the Phase 1 Property, collectively, the "Property").

WHEREAS, in connection with the Purchase Agreements, Developer and Owner entered into that certain Cost Reimbursement Agreement Pertaining to Lot A of Riverpointe Block 100 Plat Two, dated on or around March 8, 2022 (the "Cost Reimbursement Agreement"), whereby Developer agreed to complete certain development activities (the "Phase 1 Work"), with respect to the Property on behalf of the Owner provided that Owner agree to reimburse Developer in the event of a termination of the Purchase Agreements by Developer in accordance with the terms thereof, as further described in the Cost Reimbursement Agreement.

WHEREAS, Developer entered into that certain AIA Document A141-2014 Standard Form of Agreement Between Owner and Design-Builder dated as of December 14, 2021 (as amended and/or modified by change order or other written agreement, collectively, the "Construction Contract") with Clayco, Inc. ("Clayco") in connection with its completion of the Phase 1 Work, as well as certain other work being completed by Developer on behalf of Owner pursuant to that certain Cost Reimbursement Agreement dated November 16, 2021 (as amended by that certain First Amendment dated as of the date hereof (collectively, the "Wetlands CRA").

WHEREAS, Developer and Owner desire to amend the Cost Reimbursement Agreement as set forth below.

WHEREAS, all capitalized terms not otherwise defined herein, shall have the same meaning as set forth in the Cost Reimbursement Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Pre-Development Budget. Exhibit A to the Cost Reimbursement Agreement is hereby deleted in its entirety and replaced with **Exhibit A** to this Amendment. The parties hereby acknowledge that the amount that may be reimbursed by Owner under the Cost Reimbursement Agreement has been reduced to accommodate Section 7 of that certain First Amendment to Purchase Agreement (Phase 1), between the parties hereto, dated December 14, 2021, which was deleted pursuant to that certain Third Amendment to Purchase Agreement, between the parties hereto, dated on or about the date hereof (the "Phase 1 Third Amendment").

2. The parties hereby acknowledge and agree that, as of the Effective Date (i) Developer has caused Clayco to complete the scope of work related to the Phase 1 Work set forth in the Construction Contract; (ii) **Exhibit A** attached hereto and incorporated herein sets forth all of the costs incurred by Developer in connection with the Phase 1 Work as of the Effective Date, in the aggregate amount of **Seven Million Four Hundred and Fifty Three Thousand Nine Hundred Sixty Five and 36/100 Dollars (\$7,453,965.36)**; and (iii) in the event that Developer shall incur any additional costs not listed on **Exhibit A** but related to the Phase 1 Work or any additional work approved by the Owner, then such costs shall be eligible for reimbursement as "Costs" under Section 1 of the Cost Reimbursement Agreement

3. Owner's Reimbursement Obligations. Section 2 of the Cost Reimbursement Agreement is hereby amended to add the following subsection 2(h) and 2(i):

(h) The parties hereby agree that, following the date hereof, in the event that Developer shall purchase certain portions of the Property pursuant to its rights under the Purchase Agreements and later terminate the Purchase Agreements with respect to the remainder of the Property, Owner's obligations to reimburse Developer under the Cost Reimbursement Agreement shall be reduced pro rata in proportion to the square footage of any lots purchased by Developer following the date hereof. As an illustration only, for example, if the total costs to be reimbursed under the Cost Reimbursement Agreement, as amended by this Amendment, equals \$1,000,000 and Developer acquires a parcel from Owner that has a square footage equal to 20% of the total square footage of the Property, Owner's total reimbursement obligation would be reduced to \$800,000. The parties hereby acknowledge that the current estimates of the pro rata amounts attributable to the respective lots comprising the Property are as shown on **Exhibit B** attached hereto and incorporated herein. The parties further acknowledge and agree that, in the event Developer were to terminate the Purchase Agreements as of the date hereof, the total amount of the Costs set forth on **Exhibit A** would be subject to reimbursement by Owner pursuant to the reimbursement provisions set forth in Section 2(b) of the Cost Reimbursement Agreement, subject to increase for any Costs incurred by Developer pursuant to the terms of the Cost Reimbursement Agreement.

(i) The parties hereby agree that Owner's obligations to reimburse Developer under the Cost Reimbursement Agreement shall terminate once Developer has acquired from Owner lots that have an aggregate acreage that is equal to eighty percent (80%) of the total acreage of the Phase 1 Property. The respective acreages of the lots comprising the Phase 1 Property are set forth on **Exhibit C** Attached hereto and incorporated herein.

3. Cooperation; Further Assurances. Owner hereby agrees to perform, execute, acknowledge and deliver or cause to be performed, executed, acknowledged and delivered all such further and other acts, instruments, and assurances as may reasonably be required to effectuate the purposes and to carry out the terms of this Amendment.

4. Additional Provisions. Except for the amendments contained herein, all of the provisions of the Cost Reimbursement Agreement shall remain unmodified and in full force and effect, and the same are hereby ratified and affirmed in all respects. Owner and Developer each hereby acknowledge that this Amendment may be executed in counterparts or by electronic signatures, exchanged by facsimile transmission or email and that copies of each party's respective signature(s) shall be binding as if the same were an original signature. This Amendment shall be binding upon and inure to the benefit of the respective successors and permitted assigns and, as applicable, the heirs and legal representatives of the parties hereto. The Cost Reimbursement Agreement, as hereby amended, constitutes the entire understanding and agreement between the parties and may not be amended, supplemented, or modified except by a writing executed by both of the parties.

5. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Delivery of an executed copy of this Amendment as an email attachment shall have the same binding effect as delivery of an executed original.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

BUYER:

RIVERPOINTE MASTER DEVELOPER, LLC,
a Missouri Limited Liability Company

By: CRG – Riverpointe, LLC, its Manager

By: CRG Services Management, LLC, its
Manager

By: _____

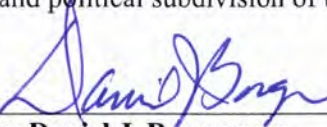
Name: _____

Title: _____

Date of Execution: _____

OWNER:

CITY OF ST. CHARLES, MISSOURI, a constitutional charter
city and political subdivision of the State of Missouri

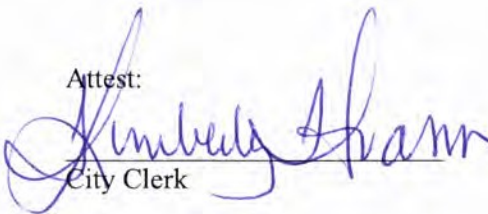
By: 

Name: **Daniel J. Borgmeyer**

Title: **Mayor**

Date of Execution: 3-20-24, 2024

Attest:


City Clerk




IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

BUYER:

RIVERPOINTE MASTER DEVELOPER, LLC,
a Missouri Limited Liability Company

By: CRG – Riverpointe, LLC, its Manager

By: CRG Services Management, LLC, its
Manager

By:  _____

Name: Christopher P. McKee

Title: President

Date of Execution: March 4, 2024

OWNER:

CITY OF ST. CHARLES, MISSOURI, a constitutional charter
city and political subdivision of the State of Missouri

By: _____

Name: _____

Title: _____

Date of Execution: _____, 2024

Attest:

City Clerk

EXHIBIT A

REVISED PRE-DEVELOPMENT BUDGET

[consisting of this page and the following four pages]

Phase 1A infrastructure (Does not include early grading and SWPPP for CNP Pad)						
DESCRIPTION	QTY	UNIT	Labor	Material	Sub Contract	Total
Kolb						-
Mobilization	1	LS			25,200.00	25,200
Clearing and Grubbing	1	LS			8,340.00	8,340
Phase 1 tree clearing to be performed before 3/31/23 - Kolb	1	LS			115,500.00	115,500
Phase 3 tree clearing to be performed before 3/31/23 - Kolb	1	LS			38,500.00	38,500
Premium to drop trees and remove after ACOE Permit - Phase 1 - Kolb	1	LS			44,220	44,220
Premium to drop trees and remove after ACOE Permit - Phase 3 - Kolb	1	LS			21,780	21,780
Site demo - RR tracks / asphalt / utilities / curb cuts / Grout existing FM	1	LS			177,677.00	177,677
Stiltation and erosion control	1	LS			46,440.00	46,440
Relocate Katy trail - twice	2	EA			27,025.00	54,050
Onsite cut to fill	58,539	CY			3.00	175,617
Cut and place undocumented borrow	30,987	CY			3.00	92,961
Backfill at Katy trail	14,000	CY			3.00	42,000
Import and place material	15,808	CY			15.00	237,120
Fine grade paved areas	5,237	SY			0.60	3,142
Backfill curb and sidewalk	1	LS			4,300.00	4,300
Fine grade - unpaved areas	42,325	SY			0.50	21,163
Street Cleaning	1	LS			10,000.00	10,000
						-
Deduct CNP lot grading only (see below) - will be separate contract with CRG	1	LS			(246,465.00)	(246,465)
						-
Allowance for soil stabilization	43,292	CY			5.50	238,106
Seeding all slopes and disturbed areas	1	LS			(56,870.00)	(56,870)
Demob/Remob for delay between grading operations						-
Saturday / Weather make-up days						-
Retaining wall excavation and support	1	LS			5,000.00	5,000
Retaining wall backfill	500	CY			35.00	17,500
Retaining wall drainage pipe and stone bed	240	LF			40.00	9,600
Spoils from Ameren duct bank installation	1,500	CY			7.50	11,250
Maintain temp access to existing cell lot	1	LS			12,399	12,399
Rip Rap at temp lot stormwater	1	LS			7,500	7,500
Temp rock / access road and trailer area	840	Tons			30.00	25,185
						-
Added limestone revetment	1	LS			21,000.00	21,000
Katy Trail Maintenance July T&M	1	LS			16,690	16,690
Katy Trail Maintenance August T&M	1	LS			2,644	2,644
						-
Asphalt Paving Bridgeway Entrance	1	LS			22,516	22,516
						-
Delete Bridgeway Asphalt Entrance Mobilization	1	LS			(2,500)	(2,500)

Paving - Concrete					
Concrete road paving on base - 7" on 5" (including intersection paver area)	47,960 SF		7.51	360,221	
Formwork for paving recess at pavers	1 LS		2,000.00	2,000	
Concrete curb - integral	3,150 LF		23.00	72,450	
Concrete drive approach and paving at cell tower	1 LS		12,250.00	12,250	
Sidewalks and aggregate base - topcast finish	15,344 SF		8.29	127,240	
Concrete Planters where tree grates were deleted	1 LS		14,217.20	14,217	
Concrete slab under sidewalk pavers	9,436 SF		6.00	56,616	
Update sidewalk quantity per revised drawings	1 LS		(42,860)	(42,860)	
Existing sidewalk repairs	2,000 SF		10.60	21,200	
Hot tar joint sealants	1 LS		7,800.00	7,800	
Adjust concrete paving based on final buyout	1 LS		(\$9,182)	(9,182)	
Add planter Boxes	1 LS		\$9,660	9,660	
R&R Lombard approach for sanitary re-route	1 LS		\$7,220	7,220	
EPMC Lombard Approach per the city	1 LS		\$10,289	10,289	
Additional Surface Retarder per Landscape Drawings	1 LS		\$8,763	8,763	
Drill Weep Holes for Paver base	1 LS		\$7,148	7,148	
EPMC Concrete mix per the city	1 LS		\$10,424	10,424	
Delete Top Cast on Sidewalks	1 LS		(\$2,140)	(2,140)	
Temp Traffic and Pedestrian Control	1 LS		5,000.00	5,000	
Geofabric				-	
Remove Concrete Bridgeway Entrance	1 LS		(12,079.10)	(12,079)	
				-	
Paving - Asphalt					
Roadway striping and directional arrows	1 LS		8,500.00	8,500	
Additional Road striping	1 LS		8,305.00	8,305	
Directional Signage	1 LS		3,180.00	3,180	
Additional Signage at OSRR & Lot F	1 LS		3,220.00	3,220	
OSRR Jersey Barriers	1 LS		2,600.00	2,600	
				-	
Site Pavers					
Pavers - sidewalks and intersection	1 LS		233,809.00	233,809	
Store Pavers till April 2023 & Handling	1 LS		14,965.68	14,965	
				-	
Retaining Wall					
Cast in place retaining wall - form finish	1,700 SF		124.13	211,022	
Handrail inserts	1 LS		1,500.00	1,500	
Permanent fence on top of retaining wall				-	
Temporary fall protection at top of retaining wall	240 LF		20.00	4,800	
Global stability study				-	
Board form finish on retaining wall	1,700 SF		17.10	29,070	
Retaining wall mock-up				-	
				-	
Sanitary Sewer					
Sanitary connection	1 EA		5,791.00	5,791	
Sanitary structures	11 EA		3,785.00	41,635	
8" PVC Sanitary pipe	598 LF		50.71	30,325	
24" PVC Sanitary pipe	1,170 LF		185.42	216,941	
Grout fill existing 36" pipe around new 8" PVC	111 LF		138.06	15,325	
Clean fill at pipe	1 LS		4,621.00	4,621	
				-	
Hydro excavation	2 Day		3,500.00	7,000	
Tap fees	1 LS		5,000.00	5,000	
				-	

Storm Sewer					
Storm pipe connection	1	EA	5,792.00	5,792	
Area inlets	1	EA	2,795.00	2,795	
Grated inlets	3	EA	4,620.00	13,860	
Curb inlets	12	EA	5,230.00	62,760	
Manholes	7	EA	7,765.00	54,355	
Rip rap and fabric	3,540	SF	5.84	20,674	
Junction Chamber	1	EA	25,800.00	25,800	
Flared end sections - 72"	1	EA	12,259.00	12,259	
12" RCP	130	LF	45.89	5,966	
12" CMP	86	LF	45.89	3,960	
12" PVC	28	LF	48.80	1,366	
15" RCP	74	LF	52.87	3,918	
15" PVC	46	LF	52.50	2,415	
18" RCP	346	LF	54.94	18,987	
24" RCP	105	LF	67.48	7,092	
30" RCP	288	LF	80.54	23,228	
36" RCP	181	LF	140.52	25,476	
42" RCP	1,008	LF	175.62	177,025	
72" RCP	236	LF	515.86	121,795	
Granular Backfill	1	LS	6,084.00	6,084	
Storm Revisions per 2/28/22 Plans					
8" stub up for Lot A	14	LF	50.71	710	
12" Cleanout for Lot A	28	LF	79.22	2,218	
18" PCC Stub from MH 17	14	LF	100.50	1,407	
15" RCP	(10.7)	LF	52.80	(565)	
18" RCP	(36.4)	LF	54.94	(2,000)	
21" RCP	45.0	LF	64.57	2,906	
24" RCP	151.2	LF	67.48	10,203	
30" RCP	159.6	LF	80.54	12,854	
36" RCP	54.9	LF	140.52	7,715	
42" RCP	(387.3)	LF	175.62	(68,018)	
Hydro excavation	2	Day	3,500.00	7,000	
Tap fees				-	
Water Line					
Water line connection	1	EA	5,791.00	5,791	
12" DIP	991	LF	86.33	85,553	
6" DIP	30	LF	50.42	1,513	
Shut off valves	2	EA	1,616.00	3,232	
Fire hydrants and valve	5	EA	7,401.00	37,005	
Granular backfill	1	LS	9,290.00	9,290	
Water Revisions per 2/28/22 Plans					
Add blow off valve	1	EA	3,360.00	3,360	
Hydro excavation	2	Day	3,500.00	7,000	
Tap fees	1	LS	5,000.00	5,000	
Ductile Iron Pipe per City Request on 12/13/22	1	LS	4,400.00	4,400	
Duct Bank					
Underground electric duct bank / manholes / tie-in	2,180	LF	279.00	608,220	
Underground telecom duct bank	2,180	LF	32.00	69,760	
Adjust elec/telecom duct bank based on final buyout	1	LS	(296,449.00)	(296,449)	
Spire Gas Casing Pipe - added on Stock plans	1		3,666.00	3,666	
Site Electric					
Re-feed existing cell tower & ATT Costs	1	LS	75,000.00	75,000	
Adjust per actual cost for AT&T Relocate	1	LS	(47,000.00)	(47,000)	
Commission and turn on traffic signal				-	
Relocate power for cell tower	1	LS	29,886.00	29,886	
Deduct: Actual Cost for cell tower power relocation	1	LS	(16,181.36)	(16,181)	

Site Electric						
Re-feed existing cell tower & ATT Costs	1	LS		75,000.00	75,000	
Adjust per actual cost for AT&T Relocate	1	LS		(47,000.00)	(47,000)	
Commission and turn on traffic signal					-	
Relocate power for cell tower	1	LS		29,886.00	29,886	
Deduct: Actual Cost for cell tower power relocation	1	LS		(16,181.36)	(16,181)	
Site Lighting						
Street lights with (Steetscape)	1	LS		236,674.00	236,674	
Concrete bases for street lights					-	
Hydro excavation	5	days		3,000.00	15,000	
Add to expedite street light delivery	1	LS		7,381.00	7,381	
Misc. Site Specialties						
Security Bollards (Barrier One)	10	EA	(5,000.00)	5,000.00	-	
Street Sealing						
Street sealing	1	LS		15,285.10	15,285	
Trash receptacles	1	LS		14,534.94	14,535	
Labor to install trash receptacles & benches	1	LS		6,500.00	6,500	
Deduct Trash Receptacles & Benches - Move to 104 below	1	LS		(36,320.04)	(36,320)	
Bike Racks						
Bike Racks - Material	5	EA		952.50	4,763	
Bike Racks - 50% deposit required on material	5	EA		952.50	4,763	
Bike Racks - Labor	1	LS		5,138.00	5,138	
Tree Grates						
Tree Grates - Material	7	EA		1,614.39	11,301	
Tree Grates - 50% deposit required on material	7	EA		1,614.29	11,300	
Tree Grates - Labor	7	EA		500.00	3,500	
Misc. Hardscape Allowance						
Landscaping and Irrigation						
Street Planter Soil	1	LS		97,953.86	97,954	
Street tree planters edge	950	LF		-	-	
Free standing planters	20	EA		-	-	
Additional plantings at deleted tree grate areas	1	LS		3,821.40	3,821	
Hydroexcavation for plantings	5	EA		3,500.00	17,500	
Canopy trees						
Canopy trees	1	LS		14,415.77	14,416	
Perennials, Bulbs & Bulk Material	1	LS		9,958.33	9,958	
Streetscape planter - irrigation heads		Land Design		175.00	7,000	
Irrigation backflow and controller	1	LS		28,437.60	28,438	
Lot F Temp Parking Lot						
General Conditions	1	LS		74,927.00	-	
Earthwork, Storm Sewers and Asphalt Paving	1	LS		294,421.29	-	
Revised grading per latest revision	1	LS		(2821.62)	-	
Concrete Sidewalks & Curbs	1	LS		61,090.00	-	
Added concrete curb per latest revision	1	LS		19,980.00	-	
Site Lighting	1	LS		32,880.00	-	
Hydro Seeding - ALLOWANCE	1	LS		7,500.00	-	
Stripe Parking Stalls - ALLOWANCE	1	LS		1,332.00	-	
Stake - Design & Survey	1	LS		49,000.00	-	
Reconcile Striping Allowance	1	LS		(417.00)	-	
Reconcile Import of Dirt Material	1	LS		(50,412.03)	-	
ADA Ramp and additional curbs	1	LS		1,477.21	-	
Permits	1	LS		250.00	-	
Geotechnical						
Material Testing and Inspections	1	LS		60,000.00	60,000	

Stock									
Lombard Street / SRR / Interim Katy Trail - Waiting Period	1	LS				82,310.00			82,310
Lombard Street / SRR / Interim Katy Trail - Waiting Period									
Design Katy Trail, lake, Block 200 & 300 grading, SWPPP and Storm	1	LS				41,532.00			41,532
South Old River Road to I70 and SRR Design / Flood Study	1	LS				48,155.00			48,155
Reimbursables	1	LS				1,908.00			1,908
Reimbursables - waiting period	1	LS				2,000			2,000
MWT Environmental Consultant - 404 permitting	1	LS				43,900			43,900
MWT Environmental Consultant - 404 permitting - waiting period	1	LS				6,100			6,100
Stock - ALTA Survey - Lot I (no topo - done as part of LOMR F after lake)	1	LS				5,000			5,000
Design / Prepare Exhibits / Plat									
Site Layout	1	LS				15,000.00			15,000
Settlement monitoring									
Tree Clearing Staking Clearing Limits	1	LS				10,000.00			10,000
Additional Site Layout - Allowance	1	LS				16,610.00			16,610
LJC									
Design Fees - Streetscape	1	LS				60,948.00			60,948
General Pre-design Efforts	1	LS				82,000.00			82,000
ACOE Comment Period	1	LS				25,000			25,000
LJC Lake design for 404 permit	1	LS				65,000			65,000
EA Ecological Consultant to Support New ACOE 404 Permit	1	LS				49,000			49,000
ACOE Design Fee Credit	1	LS				(19,322)			(19,322)
General Conditions									
General Conditions thru December 15, 2022	7	MO				67,753.86			474,277
General Conditions to complete work in spring (includes 70 weather days)	1	LS				281,636.00			281,636
Tree Clearing Feb-March 2023									
Superintendent for Tree Clearing Feb - March	280	HR				108.89			30,489
Clayco PM for Tree Clearing	30	HR				79.26			2,378
Clayco PX for Tree Clearing	10	HR				172.21			1,722
Safety Manager	40	HR				76.42			3,057
Electric for Trailer	2	MO				1,000.00			2,000
Signage and Barricades	1	LS				15,000.00			15,000
Temp Toilets	2	MO				750.00			1,500
Deduct for actual tree clearing general conditions	1	LS				(24,535.05)			(24,535)
Payment and Performance Bond	1	LS				5,000.00			5,000
Renew Bond for schedule extension	1	LS				3,387.00			3,387
Costs for Winter Shutdown									
Clayco Trailer Rental	1	LS				1,372.46			1,372
Temp Fence	1	LS				1,783.63			1,784
Internet	1	LS				548.02			548
Temp Toilets	1	LS				160.00			160
SWPPP Maintenance and Reporting	15	EA				500.00			7,500
CSI - Labor, equipment and material increases	1	LS				41,372.59			41,373
Vision Electric - Labor, equipment and material increases	1	LS				11,429.44			11,429
Clayco General Conditions - Budget / GCS PM & PX Time	1	LS				6,183.98			6,184
SUBTOTAL									5,814,779
Contingency	3.50%								203,517
Permits	0.15%								9,027
Builder's Risk Insurance	0.04%								2,411
Insurance	1.100%								66,327
Overhead & Profit	3.750%								228,602
Additional A&E, Traffic Study, Legal	0.00%								1,129,301
TOTAL									\$ 7,453,965.36

EXHIBIT B

ESTIMATED PRO RATA REIMBURSEMENT REDUCTION AMOUNT BY PROPERTY LOT

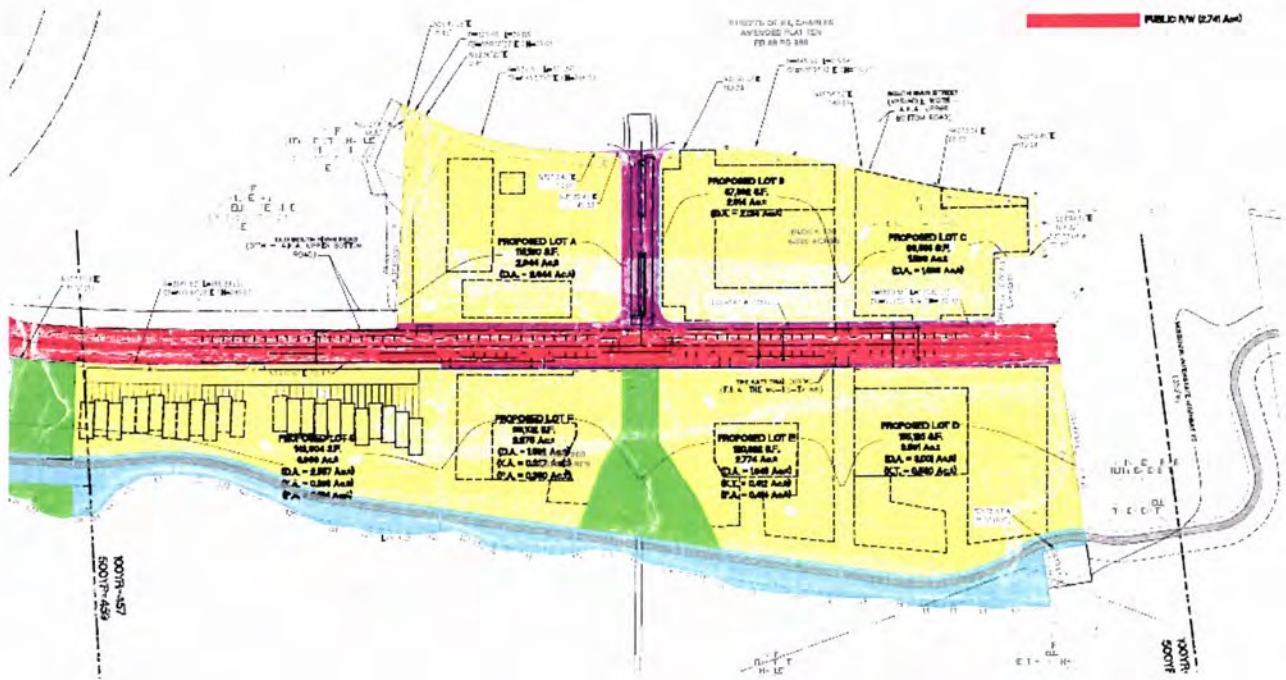
Lots	Acreage	% of total Acreage	Phase 1 CRA Amount
A	2.644	7%	\$ 531,636.17
B	2.014	5%	\$ 404,960.36
C	1.596	4%	\$ 320,912.00
D	3.561	10%	\$ 716,019.62
E	2.774	7%	\$ 557,775.62
F	2.275	6%	\$ 457,440.35
G	3.969	11%	\$ 796,057.47
H	11.656	31%	\$ 2,343,703.17
I	4.767	13%	\$ 956,513.47
Hasehorst	1.615	5%	\$ 364,946.92
	<u>37.071</u>	<u>100%</u>	<u>\$ 7,453,965.36</u>

EXHIBIT C

SQUARE FOOTAGES OF LOTS COMPRISING PHASE 1 PROPERTY

As labeled on the below depiction:

Lots Comprising Phase 1	Total Acreage of Lot	% of Total Phase 1 Acreage
A	2.644	14%
B	2.014	11%
C	1.596	8%
D	3.561	19%
E	2.774	15%
F	2.275	12%
G	3.969	21%
TOTAL	18.833	100%



RCA FORM (OFFICE USE ONLY)

Bill # 13798

MEETING/DATE: 3/5/2024

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): 3

Sponsor(s): Ratchford

Description:

A First Amendment to the Cost Reimbursement Agreement Pertaining to Lot A of Riverpointe Block 100 Plat Two with Riverpointe Master Developer.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

Staff has negotiated a First Amendment to the Cost Reimbursement Agreement Pertaining to Lot A of Riverpointe Block 100 Plat Two (Ord 22-040). This amendment reduces the liability for repayment by the City of the costs expended by the Developer on site infrastructure prior to the Developer purchasing the benefited lots. The reduction of repayment is based on the percentage of lot area acquired by the Developer to the overall lot area benefited. The repayment by the City dissolves once the Developer has acquired 80 percent of the total lot area. Also the agreement updates provisions of the contract.

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

Fiscal Impact: N/A

Account #: _____

Project #: _____

RCA prepared by: BWT Dept. Dir. BWT Finance Dir. Qaw Dir. of Admin. u