

DARDENNE



**CITY OF DARDENNE PRAIRIE
2032 HANLEY ROAD
DARDENNE PRAIRIE, MO 63368**

**BOARD OF ALDERMEN
WORK SESSION AGENDA
FEBRUARY 1, 2023
6:00 p.m.**

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

ITEMS FOR DISCUSSION AND CONSIDERATION

1. Discussion on Town Square Avenue Vision Planning Process

STAFF COMMUNICATIONS

1. City Attorney
2. City Engineer
3. City Administrator
4. Aldermen
5. Mayor

CLOSED SESSION

Roll call vote to hold closed session pursuant to RSMo 610.021 section _____
Litigation and Privileged Communications (1)
Real Estate (2)
Personnel (3)
Labor (9)
Bid Specs (11)
Audit (17)

RETURN TO REGULAR MEETING AGENDA

ADJOURNMENT

RBA FORM (OFFICE USE ONLY)

MEETING DATE: 02/01/2023

Regular () Work Session (X)

ATTACHMENT: YES () NO ()

Contract () Ordinance () Other (X)

**Request for Board Action
By: City Administrator**Ward ALL**• Description:**

- Discussion on TS Ave Vision Planning Process

• Recommendation: Staff –DISCUSSION ONLY

• Summary/Explanation:

In 2007, the city was fully involved in a process that created a comprehensive development plan reflecting the “New Urbanist” design and planning concept. We all know it in Dardenne Prairie as the “Uptown Plan”. This plan included a bold vision for guiding development throughout the Technology, Hanley, Feise, Post, and Highway N (now Town Square) corridors.

Over the past 15 years, the “Uptown” development failed to take shape, with developments either failing or occurring in a sporadic or hodge podge fashion. The complete abandonment of the plan occurred in 2021 when the Board finally remove the remaining Uptown zoning designations from the Code. Outside of the city’s Comprehensive Plan, which was formulated by the Planning and Zoning Commission, there has been little clear direction to realtors and developers as to the City’s intended plans for development in the district formerly designated as “Uptown.”

I hereby request the board hold a robust conversation at our next work session regarding the commencement of an inclusive and transparent process to lay out a broad vision for the area of the city previously referred to as the Uptown Zoning District. This process would include a broad swath of shareholders, be public and participatory in nature, and seek to have a unified and clearly defined plan for how the city envisions development to occur within the boundaries of the project area. This vision would lay out specific land uses, building aesthetics, infrastructure for multi-modal transportation and interconnectivity, expectations for revenue generation, and limitations; such as whether the city will consider multifamily residential and under what circumstances. From that conversation I will ask your support to engage John Brancaglione from PGAV to assist in developing a process for moving forward.

I have enclosed a couple examples of visioning plans done in area communities for your review.

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

The parameters of the RFP will likely dictate whether there is a positive or negative impact over the current budget.

RBA requested by: James W. Knowles III**Date: 01/27/2023**

DARDENNE



PRAIRIE

**CITY OF DARDENNE PRAIRIE
2032 HANLEY ROAD
DARDENNE PRAIRIE, MO 63368**

**BOARD OF ALDERMEN
MEETING AGENDA
FEBRUARY 1, 2023
7:00 p.m.**

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

Mayor Gotway
Alderman Costlow
Alderman Johnson
Alderman Reilly
Alderman Sansone
Alderman Ungerboeck
Alderman Wandling

CONSENT AGENDA

1. Board of Aldermen Minutes - 01-18-23
2. Work Session Summary - 01-18-23
3. Expenditures for Approval 01-18-23

ITEMS REMOVED FROM CONSENT AGENDA

OPEN FORUM

PUBLIC HEARINGS

1. P.U.D. & Rezoning Request – Area Plan for the proposed “Prairie Encore” Mixed-use Development on the approximately 14.07 acres of the land commonly known as 15765 Bryan Road and more particularly described in the P.U.D. & Rezoning Request – Area Plan application received by the City on October 3rd, 2022, on file with the City Clerk from Applicant Engenuity. (Continued from 1-18-23)

NEW BUSINESS

1. **Bill #23-03**

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN EQUIPMENT PURCHASE AGREEMENT FOR THE SALE OF A 3-STALL RESTROOM TRAILER

2. **Bill #23-04**

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A PURCHASE ORDER WITH CLARK EQUIPMENT COMPANY D/B/A BOBCAT COMPANY FOR THE PURCHASE OF AN S66 T4 BOBCAT SKID STEER LOADER

3. **Bill #23-05**

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE MAYOR AND THE CITY TREASURER TO EXECUTE A NEW PROJECT APPLICATION TO THE EAST-WEST GATEWAY COORDINATING COUNCIL FOR FINANCING OF TWO ROADWAY IMPROVEMENT PROJECTS IN THE CITY OF DARDENNE PRAIRIE AND AUTHORIZING AN EXPENDITURE FOR THE APPLICATION FEE FOR SAME

OLD BUSINESS

1. **Bill #22-74 (Postponed until March 1, 2023)**

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, PROVIDING FOR REZONING OF APPROXIMATELY 14.07 ACRES OF LAND FROM C-2, GENERAL COMMERCIAL DISTRICT, TO C-3, RETAIL COMMERCIAL, PLANNED UNIT DEVELOPMENT (P.U.D.) AND R-M, MULTIFAMILY RESIDENTIAL, PLANNED UNIT DEVELOPMENT (PUD); AND APPROVING AN AREA PLAN FOR THE SAME

2. **Bill #23-02**

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN ST. CHARLES COUNTY AND THE CITY OF DARDENNE PRAIRIE TO USE GRANT FUNDING TO DESIGN AND CONSTRUCTION OF SAFETY IMPROVEMENTS

STAFF COMMUNICATIONS

1. City Attorney
2. City Engineer
3. City Administrator
4. Aldermen
5. Mayor

CLOSED SESSION

Roll call vote to hold closed session pursuant to RSMo 610.021 section _____

Litigation and Privileged Communications (1)
Real Estate (2)
Personnel (3)
Labor (9)
Bid Specs (11)
Audit (17)

ADJOURNMENT

The City of Dardenne Prairie Board of Aldermen meeting was called to order at 7:16 p.m. The meeting was opened with the Pledge of Allegiance followed by an invocation by a member in the audience.

Present at roll call were Mayor Gotway, Aldermen Ungerboeck, Johnson, Reilly, Sansone, Costlow and Wandling. Also present were City Clerk Kim Clark, City Administrator James Knowles, City Engineer Tom Weis and City Attorney John Young.

A motion was made by Alderman Ungerboeck, seconded by Alderman Wandling to accept the consent agenda. Motion passed unanimously.

CONSENT AGENDA

1. Board of Aldermen Minutes - 11-16-22, 12-07-22 & 12-21-22
2. Work Session Summary - 11-16-22, 12-07-22 & 12-21-22
3. Expenditures for Approval 01-18-23
4. Liquor License – ICD Fish Fry Dates: 2/24, 3/3, 3/10, 3/17, 3/24 & 3/31

OPEN FORUM – The following individuals were in attendance to speak:

Laura Gittemeier – 6 Jura Court
Jol King – 2 Toussaint Drive
Arnie Dienoff – P.O. Box 1535, 63366

PUBLIC HEARINGS

1. P.U.D. & Rezoning Request – Area Plan for the proposed "Prairie Encore" Mixed-use Development on the approximately 14.07 acres of the land commonly known as 15765 Bryan Road and more particularly described in the P.U.D. & Rezoning Request – Area Plan application received by the City on October 3rd, 2022, on file with the City Clerk from Applicant Engenuity. (Continued from 12-21-22)

The following individuals were in attendance to speak on the proposal:

Bill Mikulas – 17 Windrose Lake Court
Paul Burke – 7296 Picasso Drive
Leslie Morgan – 632 Cruden Bay Court
Cheryl Bratton – 620 Cruden Bay Court
Marcos Jovert – 634 Cruden Bay Court
David Miller - 625 Cruden Bay Court
Colleen Stroobant – 209 Castle Stuart Court
Rich Linderman – 44 Parkshire Place Court
Arnie Dienoff – P.O. Box 1535, 63366

A motion was made by Alderman Wandling, seconded by Alderman Ungerboeck to continue the public hearing. Motion passed unanimously.

NEW BUSINESS

A motion was made by Alderman Wandling, seconded by Alderman Ungerboeck to read Bill #23-01 for the first time by title only. Motion passed unanimously.

Bill #23-01

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, APPROVING AN AMENDED P.U.D. FINAL PLAN FOR THE PRAIRIE LOCATED IN THE CITY OF DARDENNE PRAIRIE, MISSOURI

A motion was made by Alderman Wandling, seconded by Alderman Ungerboeck to read Bill #23-01 for the second time by title only. Motion passed unanimously.

A motion was made by Alderman Ungerboeck, seconded by Alderman Johnson to put Bill #23-01 to final vote. Roll call was as follows:

Alderman Ungerboeck – Aye

Alderman Costlow – Aye

Alderman Wandling – Aye

Alderman Sansone – Aye

Alderman Reilly – Aye

Alderman Johnson – Aye

Mayor Gotway declared Bill #23-01 passed and designated it to be Ordinance #2230.

A motion was made by Alderman Ungerboeck, seconded by Alderman Wandling to read Bill #23-02 for the first time by title only. Motion passed unanimously.

Bill #23-02

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN ST. CHARLES COUNTY AND THE CITY OF DARDENNE PRAIRIE TO USE GRANT FUNDING TO DESIGN AND CONSTRUCTION OF SAFETY IMPROVEMENTS

A motion was made by Alderman Costlow, seconded by Alderman Ungerboeck to postpone Bill #23-02 to 2-1-23. Motion passed unanimously.

OLD BUSINESS**1. Bill #22-74 (Recommend postponement until March 1, 2023)**

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, PROVIDING FOR REZONING OF APPROXIMATELY 14.07 ACRES OF LAND FROM C-2, GENERAL COMMERCIAL DISTRICT, TO C-3, RETAIL COMMERCIAL, PLANNED UNIT DEVELOPMENT (P.U.D.) AND R-M, MULTIFAMILY RESIDENTIAL, PLANNED UNIT DEVELOPMENT (PUD); AND APPROVING AN AREA PLAN FOR THE SAME

A motion was made by Alderman Wandling, seconded by Alderman Ungerboeck to postpone Bill #23-02 to 3-1-23. Motion passed unanimously.

STAFF COMMUNICATIONS

City Engineer Tom Weis provided an update on the slab replacements. He also mentioned that an update will be needed in February for the MS4 annual report.

City Administrator Knowles provided an update on the Stump Road acquisitions. He also mentioned he is looking into a comprehensive software package.

Alderman Johnson thanked everyone for attending the meeting and that he takes everyone's concerns seriously.

Alderman Ungerboeck mentioned he reads all emails but does not respond if he sees other Aldermen have responded.

Mayor Gotway and Alderman Johnson stated they will make themselves available after the meeting.

ADJOURNMENT

A motion was made by Alderman Wandling, seconded by Alderman Sansone to adjourn the meeting at 8:33 p.m. Motion passed unanimously.

Respectfully submitted,

Kim Clark, City Clerk

The City of Dardenne Prairie Work Session was called to order at 6:02 p.m.

The meeting was held at Dardenne Prairie City Hall located at 2032 Hanley Road.

The following were in attendance: Mayor Gotway, Aldermen Sansone, Wandling, Ungerboeck, Costlow, Johnson and Reilly. Also present were City Clerk Kim Clark, City Administrator James Knowles, City Engineer Tom Weis and City Attorney John Young.

The meeting was opened with the Pledge of Allegiance.

NEW BUSINESS

1. RFP for City-owned 10 Acres on Post/TS Ave.

A motion was made by Alderman Ungerboeck, Seconded by Alderman Costlow to hold a closed session pursuant to RSMo 610.021 section (1) Litigation and Privileged Communications). Motion passed unanimously. Roll call was as follows:

Alderman Johnson – Aye	Alderman Reilly – Aye
Alderman Wandling – Aye	Alderman Costlow – Aye
Alderman Sansone – Aye	Alderman Ungerboeck - Aye

CLOSED SESSION

RETURN TO REGULAR MEETING AGENDA

ADJOURNMENT

A motion was made by Alderman Ungerboeck, seconded by Alderman Sansone to adjourn the meeting at 7:15 p.m.

Respectfully submitted,

Kim Clark, City Clerk

EXPENDITURES FOR APPROVAL
2/1/2023

1 Bridge Tower	Public Hearing Notice	42.50
2 Charter Communications	Service through 2-7-23	577.71
3 Cuivre River Electric	Light on Weldon Spring	35.62
4 Cuivre River Electric	Henke/Feise Rd. Traffic Signals	84.00
5 Cuivre River Electric	Light at Georgetown Park	64.03
6 Cuivre River Electric	Lights at St. Williams Apts.	52.62
7 Cuivre River Electric	Hanley Rd. Traffic Signal	86.00
8 East West Gateway	Post Road Application Fee	9,950.90
9 East West Gateway	Hanley Road Application Fee	1,809.91
10 First Bank	Credit Card Charges	4,513.88
11 Hamilton Weber	December, 2022 Legal Fees	8,773.44
12 IIMC	Annual Membership: Clark	210.00
13 International Code Council	Annual Membership: Amelong	145.00
14 Jonathan Fuchs	Prosecuting Attorney: January, 2023	1,100.00
15 M & H Concrete Contractors, Inc.	Change Order 1 - Phase 2 - Invoice #4	249,462.66
16 Mark Byrne	Municipal Judge: January, 2023	500.00
17 Municipal League of Metro St. Louis	Annual Training Academy Program	50.00
18 New Froniter Materials	Cold Patch	211.14
19 Office Essentials	Office Supplies	128.82
20 Parks: Joe Mellenthim	Borderline concert on 07-20-23	1,800.00
21 Payroll	01-20-23 Payroll	24,699.56
22 Payroll	02-03-23 Payroll	27,865.92
23 Reinhold Electric	Traffic Signal Repair	1,384.60
24 Revize LLC	Annual Website Fee	4,120.00
25 The Hartford	Annual Property Insurance	29,841.00
26 Thoele	Gas to 12-30-22	325.69
27 UMB Bank, NA	January, 2023 TDD Sales Tax Payment	52,533.66
28 Western St. Charles County Chamber	Annual Dues	225.00
		420,593.66

Approved by Board of Aldermen 2-1-23

Mayor John Gotway

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI,
AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN
EQUIPMENT PURCHASE AGREEMENT FOR THE SALE OF A 3-
STALL RESTROOM TRAILER**

WHEREAS, in 2021, the City purchased a 3-stall restroom trailer (the “Equipment”) for placement at the athletic fields at BaratHaven Park; and

WHEREAS, pursuant to Article VI of Chapter 130 of the City Code, the City Administrator has determined that the Equipment is no longer needed or used, and is surplus property; and

WHEREAS, Section 130.210(D) of the City Code provides that the manner and method of disposing of surplus property that had an original, retail value of at least ten thousand dollars (\$10,000.00) at the time it was acquired by the City, shall be subject to the approval of the Board of Aldermen; and

WHEREAS, purchase price of the Equipment was in excess of \$10,000.00; and

WHEREAS, the Board of Aldermen finds and determines that a private negotiated sale is the means of disposal of the Equipment most reasonably estimated to result in the greatest return to the City; and

WHEREAS, the Board of Aldermen of the City (the “Board of Aldermen”) hereby finds and determines that the purchase price of \$28,000 for the Equipment is a reasonable price;

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AS FOLLOWS:

SECTION 1. That the form, terms, and provisions of the Equipment Purchase Agreement by and between Lake Saint Louis Community Association and the City of Dardenne Prairie, Missouri, attached hereto, marked as **Exhibit A**, and incorporated by reference herein, (the “Agreement”) be and they hereby are approved and the City Administrator is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Agreement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Agreement and this Ordinance.

SECTION 2. That the City Administrator is hereby further authorized and directed on behalf of, and in the name of, the City to agree to do any and all other acts and things and to execute and deliver any and all other agreements, documents, instruments and certificates, all as

may be necessary and appropriate to consummate the above mentioned Agreement, and to perform all of the terms, provisions and conditions of the Agreement. The execution by the City Administrator of any agreement, document, instrument, check or certificate referred to in this Ordinance and the Agreement shall be conclusive evidence of the approval thereof and of all of the terms, provisions and conditions contained therein. Any and all acts which the City Administrator may do or perform in conformance with the powers conferred upon him by this Ordinance are hereby expressly authorized, approved, ratified and confirmed.

SECTION 3. Savings Clause: Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION 4. Severability Clause: If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION 5. Effective Date: This Ordinance shall take effect and be in force from and after its passage by the Board of Aldermen and its approval by the Mayor of the City of Dardenne Prairie, Missouri.

Read two times, passed, and approved this _____ day of _____, 2023.

As Presiding Officer and as Mayor

Attest:

City Clerk

Approved this _____ day of _____, 2023.

Mayor

Attest:

City Clerk

EXHIBIT A

Equipment Purchase Agreement

This Equipment Purchase Agreement ("Agreement") is entered into as of the date of the last signature hereto (the "Effective Date"), by and between Lake Saint Louis Community Association, a Missouri nonprofit corporation (the "Buyer"), and the City of Dardenne Prairie, Missouri, a fourth class city and political subdivision of the State of Missouri (the "Seller"). Buyer and Seller are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

IN WITNESS WHEREOF, for and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Sale of Pods.

(a) Seller agrees to sell, and Buyer agrees to buy, the following equipment (the "Equipment"): one (1) portable restroom trailer with vehicle identification (VIN) number 5NHUCN614MN107466. The purchase and sale of the Equipment shall occur on the seventh (7th) day after the Effective Date (the "Closing Date").

(b) **Purchase Price; Closing.** In full consideration for the sale of the Equipment hereunder, Buyer shall pay Seller Twenty-eight Thousand and 00/100 Dollars (\$28,000.00) in lawful U.S. funds (the "Purchase Price"), by wire transfer, certified check, or other means of payment acceptable to Seller. The Purchase Price shall be paid on the Closing Date.

(c) **Bill of Sale.** On the Closing Date, and after payment of the Purchase Price by Buyer to Seller, Seller shall deliver to Buyer a fully executed Bill of Sale conveying the Equipment to Buyer.

(d) **Delivery.** Buyer must appear at Seller's premises during normal business hours on the Closing Date to remove the Equipment from Seller's premises.

2. Disclaimer of Warranties. THE EQUIPMENT IS BEING SOLD UNDER THIS AGREEMENT TO BUYER "AS IS", "WHERE IS" AND "WITH ALL FAULTS." SELLER DOES NOT PROVIDE ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND WITH RESPECT TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. Inspection and Reliance. Buyer has been provided the opportunity to inspect the Equipment and is familiar with its condition. Buyer is not relying in any manner upon any representation by Seller concerning the condition of the Equipment.

4. Risk of Loss and Title. Risk of loss and title to the Equipment shall pass to Buyer on the Closing Date.

5. Indemnification. Buyer and its personal representatives, heirs, contractors, agents, successors and assigns hereby release Seller, and agree to defend, indemnify and hold Seller and its personal representatives, heirs, contractors, agents, successors and assigns (collectively the "Seller Indemnitees") harmless from and against any and all claims, actions, demands, lawsuits, losses, damages, costs, expenses, judgments, fines, penalties, and liabilities (including reasonable attorney's fees and courts costs) arising directly or indirectly from or related to

Buyer's use of the Equipment after closing, including but not limited to any claim for personal injuries, death, or property damage to any person.

6. Limitation of Liability. IN NO EVENT SHALL SELLER BE LIABLE UNDER THIS AGREEMENT TO THE BUYER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. THE LIABILITY OF SELLER, AND BUYER'S SOLE AND EXCLUSIVE REMEDY FOR DAMAGES FOR ANY CLAIM OF ANY KIND WHATSOEVER UNDER THIS AGREEMENT, REGARDLESS OF LEGAL THEORY, SHALL NOT BE GREATER THAN THE ACTUAL PURCHASE PRICE OF THE EQUIPMENT.

7. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri without regard to its choice of law principals.

8. Attorney's Fees. If either Party incurs any legal fees associated with the enforcement of this Agreement or any rights hereunder, the prevailing Party shall be entitled to recover its reasonable attorney's fees and any court, arbitration, mediation, or other litigation expenses from the other Party.

9. Headings; Construction. The headings and captions appearing in this Agreement have been inserted for the purposes of convenience and ready reference, and do not purport to and shall not be deemed to define, limit or extend the scope or intent of the provisions to which they appertain. This Agreement is the result of negotiations between the Parties and their counsel. Accordingly, this Agreement shall not be construed more strongly against either Party regardless of which Party is more responsible for its preparation, and any ambiguity that might exist herein shall not be construed against the drafting Party.

10. Severability. If any provision or portion of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

11. Counterparts, Authorized Signatories. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others.

12. Entire Agreement; Modification; Waiver. This Agreement and any Exhibits hereto is the entire agreement between the Parties with respect to the purchase and sale of the Equipment, and supersedes any prior agreement or communications between the Parties regarding the same, whether written, oral, electronic or otherwise. This Agreement may be modified only by a written amendment signed by authorized representatives of both Parties. No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving Party. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter.

In witness whereof, the Parties hereto have executed this Equipment Purchase Agreement on the date set forth below.

BUYER

Lake Saint Louis Community Association

By: _____

Name: Judy Crowell

Title: President

Date: _____

SELLER

City of Dardenne Prairie, Missouri

By: _____

Name: James W. Knowles III

Title: City Administrator

Date: _____

Attest: _____

Name: Kimberlie Clark

Title: City Clerk

Date: _____

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE,
MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR
TO EXECUTE A PURCHASE ORDER WITH CLARK
EQUIPMENT COMPANY D/B/A BOBCAT COMPANY FOR
THE PURCHASE OF AN S66 T4 BOBCAT SKID STEER
LOADER**

WHEREAS, Section 130.160(A)(4) of the Municipal Code of the City of Dardenne Prairie, Missouri, (the "City") provides that "[e]stablished purchasing procedures should not apply to purchases made by, through, or with the Division of Procurement of the State of Missouri or any other governmental agency or unit with whom the City is permitted to engage in cooperative purchasing;" and

WHEREAS, the State of Missouri, Division of Purchasing, has signed a contract to utilize specific services offered by Sourcewell, allowing political subdivisions within the state to use its cooperative purchasing services; and

WHEREAS, through the Sourcewell Cooperative Purchasing Program, the City sought the purchase of a skid steer loader; and

WHEREAS, Clark Equipment Company d/b/a Bobcat Company, submitted a responsive Purchase Order for a S66 T4 Bobcat Skid Steer Loader ("Bobcat Skid Steer") and was the selected bidder under the Sourcewell Cooperative Purchasing Program; and

WHEREAS, the Board of Aldermen finds and determines that it is in the best interest of the residents of the City to purchase the Bobcat Skid Steer from Clark Equipment Company d/b/a Bobcat Company under the terms and conditions set forth in the Purchase Order;

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF
THE CITY OF DARDENNE PRAIRIE, MISSOURI, AS FOLLOWS:**

SECTION 1. Purchase Order. That the form, terms, and provisions of the Purchase Order, marked as **Exhibit A**, attached hereto and incorporated by reference herein, by and between the City of Dardenne Prairie, Missouri, and Clark Equipment Company d/b/a Bobcat Company, be and they hereby are approved and the City Administrator is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Purchase Order in substantially the form attached hereto.

SECTION 2. That the City Administrator is hereby further authorized and directed on behalf of and in the name of the City of Dardenne Prairie, Missouri, to agree to do any and all other acts and things and to execute and deliver any and all other agreements, documents, instruments and certificates, all as may be necessary and appropriate to consummate the above

mentioned Purchase Order, and to perform all of the terms, provisions and conditions of the Purchase Order. The execution by the City Administrator of any agreement, document, instrument, check or certificate referred to in this Ordinance and the Purchase Order shall be conclusive evidence of the approval thereof and of all of the terms, provisions and conditions contained therein. Any and all acts which the City Administrator may do or perform in conformance with the powers conferred upon him by this Ordinance are hereby expressly authorized, approved, ratified and confirmed.

SECTION 3. Effective Date: This Ordinance shall take effect and be in force from and after its passage and approval.

SECTION 4. Savings Clause: Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION 5. Severability Clause: If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

[The remainder of this page is intentionally left blank.]

Read two (2) times, passed, and approved this _____ day of _____, 2023.

As Presiding Officer and as Mayor

Attest:

City Clerk

Approved this _____ day of _____, 2023.

Mayor

Attest:

City Clerk



Bobcat

"Exhibit A"

Product Quotation

Quotation Number: HMM-29637v1

Date: 2023-01-31 07:52:42

Customer Name/Address:	Bobcat Delivering Dealer	ORDER TO BE PLACED WITH: Contract Holder/Manufacturer
CITY OF DARDENNE PRAIRIE Attn: BOB EASLEY 2032 HANLEY RD DARDENNE PRAIRIE, MO 63368	Bobcat of St. Louis, O Fallon, MO 1885 WEST TERRA LANE O FALLON MO 63366-2327 Phone: (636) 240-9020 Fax: (636) 240-9424	Clark Equipment Co dba Bobcat Company 250 E Beaton Dr, West Fargo, ND 58078 Phone: 701-241-8719 Fax: 855-608-0681 Contact: Heather Messmer Heather.Messmer@doosan.com

Description	Part No	Qty	Price Ea.	Total
S66 T4 Bobcat Skid Steer Loader	M0347	1	\$43,146.72	\$43,146.72
74.0 HP Tier 4 V2 Bobcat Engine	Lift Path: Vertical			
Auxiliary Hydraulics: Variable Flow	Lights, Front & Rear LED			
Backup Alarm	Operator Cab			
Bob-Tach	<ul style="list-style-type: none"> Includes: Adjustable Vinyl Suspension Seat, Top and Rear Windows, Parking Brake, Seat Bar and Seat Belt 			
Bobcat Interlock Control System (BICS)	<ul style="list-style-type: none"> Roll Over Protective Structure (ROPS) meets SAE-J1040 and ISO 3471 			
Controls: Bobcat Standard	<ul style="list-style-type: none"> Falling Object Protective Structure (FOPS) meets SAE-J1043 and ISO 3449, Level I; (Level II is available through Bobcat Parts) 			
Cylinder Cushioning - Lift, Tilt	Parking Brake: Wedge Brake System			
Engine/Hydraulic Performance De-rate Protection	Tires: 31x12x16.5, 10 PR, Super Float Tires			
Glow Plugs (Automatically Activated)	Two Speed Travel			
Horn	Warranty: 2 years, or 2000 hours whichever occurs first			
Instrumentation: Standard 5" Display (Rear Camera Ready) with Keyless Start, Engine Temperature and Fuel Gauges, Hour meter, RPM and Warning Indicators. Includes maintenance interval notification, fault display, job codes, quick start, auto idle, and security lockouts.				
Lift Arm Support				
P68 Performance Package	M0347-P06-P68	1	\$3,485.52	\$3,485.52
Power Bob-Tach	2-Speed			
7-Pin Attachment Control Kit	Hydraulic Bucket Positioning			
High Flow	Automatic Ride Control			
C52 Comfort Package	M0347-P07-C52	1	\$3,713.04	\$3,713.04
"Standard Enclosed Cab with AC/Heat Sound Reduction	HVAC Headliner			
Radio Ready	Adjustable Suspension Seat"			
Rear View Camera	7384581	1	\$612.20	\$612.20
68" Heavy Duty Bucket	7272679	1	\$1,301.12	\$1,301.12
4K Heavy Duty Pallet Fork Frame	7294305	1	\$446.88	\$446.88
48" 4K Heavy Duty Pallet Fork Teeth	6540182	1	\$340.48	\$340.48
Sweeper Bucket 72"	7405171	1	\$5,381.56	\$5,381.56
Total of Items Quoted				\$58,427.52
Dealer P.D.I.				\$200.00
Freight Charges				\$1,397.00
Dealer Assembly Charges				\$77.50
Quote Total - US dollars				\$60,102.02

Notes:

***Prices per the Sourcewell Contract #040319-CEC.**

***Terms Net 60 Days. Credit cards accepted.**

***FOB Destination**

***State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with order.**

***TID# 38-0425350**

***Orders Must Be Placed with: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078.**

***Quote valid for 30 days**

ORDER ACCEPTED BY:

SIGNATURE

DATE

PRINT NAME AND TITLE

PURCHASE ORDER NUMBER

DELIVERY ADDRESS: _____

BILLING ADDRESS (if different than Ship To): _____

TAX EXEMPT? YES NO

Exempt in the State of _____

Tax Exempt ID:

FEDERAL - _____

STATE - _____

Expiration Date: _____

Sourcewell Cooperative Purchasing Program Participation Agreement

This Participation Agreement is between Sourcewell and Participating Entity to provide access to Sourcewell's Cooperative Purchasing Program. Sourcewell's Board of Directors has approved these terms and conditions through operation of this intergovernmental Participation Agreement. Participating Entity approves this Agreement upon registration with Sourcewell.

Section 1: Authority

1.1 Sourcewell is a service cooperative established by Minn. Stat. § 123A.21 as a local unit of government pursuant to the Minn. Const. art. XII, sec. 3.

1.2 Sourcewell is authorized to provide a Cooperative Purchasing Program by Minn. Stat. § 123A.21, subd. 7(23) to Participating Entities.

1.3 Sourcewell's cooperative purchasing contracts and master agreements are offered through Minn. Stat. § 471.59 and this Participation Agreement. The Sourcewell Board of Directors has approved these participation terms, and Sourcewell is authorized to enter this interlocal or joint powers agreement with an eligible Participating Entity through this Participation Agreement.

1.4 Participation in Sourcewell's Cooperative Purchasing Program is open to eligible Participating Entities. A Participating Entity is any eligible entity registering with Sourcewell, including: any government unit, including a state, city, county, town, village, school district, political subdivision of any state, federally recognized Indian tribe, any agency of the United States, any instrumentality of a governmental unit, any other entity as defined in Minn. Stat. § 471.59 Subd. 1(b), and any entity as defined in Art. VI of the Sourcewell Bylaws.

1.5 Participating Entity and Sourcewell agree this Participation Agreement is for the purpose of allowing access to available Sourcewell Cooperative Purchasing Program contracts and master agreements with awarded suppliers.

1.6 Participating Entity represents, through an authorized signatory, it is eligible for participation as defined in this Agreement.

Section 2: General Terms

2.1 Sourcewell will make its Cooperative Purchasing Program available to Participating Entity. Sourcewell programs and master agreements are provided to Participating Entity "as is." Sourcewell makes no representation as to warranties of quality, merchantability, or fitness for a particular purpose. Participation in the Program is voluntary and non-exclusive.

2.2 To purchase from Sourcewell contracts and master agreements, Participating Entity must enter into a purchase order or other subsequent agreement in accordance with the terms and conditions of master agreements directly with a supplier. Participating Entity will be responsible

for all aspects of its purchase, including ordering its goods and services, inspecting, accepting the goods and services, and prompt payment to supplier who will have directly billed the Participating Entity.

2.3 The Parties to this Agreement will adhere to all applicable laws concerning the procurement of goods and services in its respective jurisdiction.

2.4 Access to the Cooperative Purchasing Program is effective upon the date of Participating Entity's completed registration. The Agreement will remain in effect until canceled by either party upon thirty (30) days written notice to the other party.

2.5 Each party agrees that it is responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof.

2.8 There will be no financial remunerations by or obligations upon Participating Entity for participation in Sourcewell Cooperative Purchasing Program.

2.9 Sourcewell's Cooperative Purchasing Program master agreements will be procured in compliance with Minnesota law and the Sourcewell Cooperative Purchasing Program.

2.10 The records and documents related to this this Agreement are subject to the Minnesota Data Practices Act, Minnesota Statutes Chapter 13.


Section 3: Approval

The Sourcewell Board of Director has approved this Policy effective July 1, 2022.

Sourcewell:

DocuSigned by:
By 
Authorized Signature – Signed

By Greg Zylka
Name – Printed
Title Sourcewell Board of Directors Chair
Date 8/19/2022 1:09:40 AM CDT

DocuSigned by:
By 
Authorized Signature – Signed

By Sara Nagel
Name – Printed
Title Sourcewell Board of Directors Clerk
Date 8/19/2022 1:10:35 AM CDT

Participating Entity:

By _____
Authorized Signature – Signed

By _____
Name – Printed
Title _____
Date _____

Organization Information

Indicate an address to which correspondence may be delivered.

Organization Name* City of Dardenne Prairie

Address* 2032 Hanley Rd

City* Dardenne Prairie

State Code* MO Zip Code* 63368-6

Country* US

Employer Identification Number

Website

Contact person* (First, Last) Ed Hulsey

Job Title* Public Works Superintendent

Email completed agreement to:
service@sourcewell-mn.gov

**You may also mail the
completed agreement to:**

Sourcewell
202 12th Street NE
P.O. Box 219
Staples, MN 56479

Job Role

- ☐ Administrator
- ☒ Department Head
- ☐ Department Purchaser
- ☐ Human Resources
- ☐ Procurement Officer
- ☐ Teacher
- ☐ Other

Department

- ☐ Administration
- ☐ Dining/Food Service
- ☐ Facilities/Operations
- ☐ Fleet/Transportation
- ☐ Human Resources
- ☐ Information Technology
- ☐ Parks, Recreation & Athletics
- ☐ Public Safety/Security
- ☒ Public Works/Utilities
- ☐ Purchasing & Finance

Email* ed.hulsey@dardennepairie.org

Phone* 6367555314

Organization Type:**Government**

- ☐ County
- ☐ Federal
- ☒ Municipality
- ☐ Province/Territory
- ☐ Special District
- ☐ State
- ☐ Township
- ☐ Tribal

Education

- ☐ Local Education Agency (Public K-12 and Pre-K)
- ☐ Private Local Education Agency (Private K-12)
- ☐ Private Higher Education
- ☐ Public Higher Education

Nonprofit

Documentation demonstrating nonprofit status is required when submitting application.

- ☐ Church
- ☐ Medical Facility
- ☐ Other

Referred by

- ☐ Advertisement
- ☒ Colleague/Friend
- ☐ Conference/Trade Show _____
- ☐ Supplier
- ☐ Search Engine/Web Search
- ☐ Sourcewell Employee

**Denotes required information*

Contract Award
RFP #040319



FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

**MEDIUM DUTY AND COMPACT CONSTRUCTION EQUIPMENT WITH RELATED ATTACHMENTS,
ACCESSORIES, AND SUPPLIES**

In compliance with the Request for Proposal (RFP) for MEDIUM DUTY AND COMPACT CONSTRUCTION EQUIPMENT WITH RELATED ATTACHMENTS, ACCESSORIES, AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Clark Equipment Company dba Bobcat Company Date: 03-29-2019

Company Address: 250 East Beaton Dr.

City: West Fargo State: ND Zip: 58078

CAGE Code/DUNS: 1QK63 / 152762931

Contact Person: Randy L. Fuss Title: Director, Government Accounts

Authorized Signature:  Randy L. Fuss
(Name printed or typed)

FORM E

CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 040319-CEC

Proposer's full legal name: Clark Equipment Company dba Bobcat Company

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 31, 2019 and will expire on May 31, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

Jeremy Schwartz
CPO/2019/000430
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

Chad Coquette
7E729BF817A40C
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on May 28, 2019

Sourcewell Contract # 040319-CEC

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Clark Equipment Company dba Bobcat Company

Authorized Signatory's Title Director, Government Accounts

Randy L. Fuss
VENDOR AUTHORIZED SIGNATURE

Randy L. Fuss
(NAME PRINTED OR TYPED)

Executed on May 30th, 2019

Sourcewell Contract # 040319-CEC

**Bobcat.****BOBCAT COMPANY SUGGESTED PRICE LIST - July 2022****Sourcewell Contract #040319-CEC****Bobcat Company****ORDER ADDRESS:**

**CLARK EQUIPMENT COMPANY dba BOBCAT COMPANY
250 EAST BEATON DRIVE
PO BOX 6000
WEST FARGO, ND 58078-8000**

Government Sales Points of Contact:**Phone:**

**Heather Messmer - Government Accounts Sales Support Mgr.
heather.messmer@doosan.com**

(701) 241-8719

**Chris Gerving - Government Account Manager
chris.gerving@doosan.com**

(701) 241-8737

**Jesse Rheault - Government Account Manager
jesse.rheault@doosan.com**

(701) 241-8759

**Barry Hanson - Government Account Manager
barry.hanson@doosan.com**

(701) 241-8793

**Randy Fuss - Director, Government Accounts
randy.fuss@doosan.com**

(701) 241-8746

**TOLL FREE #: 800-965-4232, Opt#2
FAX#: (855) 608-0681**

**PROMPT PAYMENT TERMS: Net 30
TIME OF DELIVERY: TBD
COMMERCIAL CREDIT CARD: Accepted (Visa/Mastercard/American Express)**

TID#: 38-0425350**REMIT TO ADDRESS:**

**CLARK EQUIPMENT COMPANY dba BOBCAT COMPANY
PO BOX 74007382
CHICAGO, IL 60674**

Product	Discount Percent
Skid Steer Loaders	28.0%
Compact Track Loaders	28.0%
Loader Attachments	24.0%
Compact Wheel Loader (CWL)	24.0%
CWL Attachments	24.0%
Small Articulating Loaders (SAL)	24.0%
SAL Attachments	24.0%
Compact Excavators	30.0%
Large Excavators	30.0%
Excavator Attachments	24.0%
Mini Track Loaders (MTL)	24.0%
MTL Attachments	24.0%
Toolcat	20.0%
Toolcat Attachments	24.0%
Compact Tractors	20.0%
Compact Tractor Implements and Attachments	24.0%
Utility Vehicles	20.0%
Telehandlers	24.0%
VH Attachments	24.0%
Bobcat® Mowers	16.0%
RYAN Turf Equipment & Attachments	16.0%
Steiner Tractors & Attachments	16.0%

BILL NO. 23-05

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE,
MISSOURI, AUTHORIZING THE MAYOR AND THE CITY
TREASURER TO EXECUTE A NEW PROJECT
APPLICATION TO THE EAST-WEST GATEWAY
COORDINATING COUNCIL FOR FINANCING OF TWO
ROADWAY IMPROVEMENT PROJECTS IN THE CITY OF
DARDENNE PRAIRIE AND AUTHORIZING AN
EXPENDITURE FOR THE APPLICATION FEE FOR SAME**

WHEREAS, the Board of Aldermen of the City of Dardenne Prairie has made capital improvement plans for the repair and reconstruction of Hanley and Post Roads; and

WHEREAS, the total estimated cost of the two projects is approximately \$2,940,201.62 (the "Project Cost"); and

WHEREAS, if approved for funding as requested the City's cost share would be estimated at \$588,041; and

WHEREAS, the Board of Aldermen desires to submit an application to East-West Gateway Coordinating Council ("East-West Gateway") for receipt of federal funds to reimburse the cost these two projects; and

WHEREAS, the Board of Aldermen desires to submit an Application requesting federal funds equal to approximately \$2,352,162 for the two projects (the "Requested Funds"); and

WHEREAS, a project application fee equaling \$11,760.81 (the "Application Fee") must be submitted with the Application; and

WHEREAS, if the Application is approved, East-West Gateway will retain the application fee, but if the Application is denied, the Application Fee will be returned to the City;

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AS FOLLOWS:

SECTION 1. That upon completion by the City Engineer, the Mayor and the City Treasurer be and they are hereby authorized and directed to execute the Applications, requesting funds for the Hanely Rd and Post Rd Projects.

SECTION 2. That Board of Aldermen hereby authorizes the expenditure of Eleven Thousand Seven-Hundred Sixty and 81/100 Dollars (\$11,760.81) for the Application Fee and directs the City Treasurer to amend the budget accordingly to reflect said expenditure.

SECTION 3. Severability Clause: If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION 4. Effective Date: This Ordinance shall be in full force and take effect from and after its final passage and approval.

SECTION 5. Savings: Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

Read two times and passed this _____ day of _____, 2023.

As Presiding officer and as Mayor

Approved this _____ day of _____, 2023.

Mayor

Attest: _____
City Clerk

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI,
AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A
MEMORANDUM OF UNDERSTANDING BETWEEN ST. CHARLES
COUNTY AND THE CITY OF DARDENNE PRAIRIE TO USE GRANT
FUNDING TO DESIGN AND CONSTRUCTION OF SAFETY
IMPROVEMENTS**

WHEREAS, Sections 70.220 and 70.230, RSMo., as amended, authorize municipalities and political subdivisions to contract and cooperate with a duly authorized agency of this state for the planning, development, or construction of any public improvement; and

WHEREAS, the Board of Aldermen of the City of Dardenne Prairie, Missouri (the "City"), desires to design and construct certain safety improvements in order to reduce fatal and serious crashes on roadways within St. Charles County's ("County") boundaries that are owned by the City of Dardenne Prairie (the "Project"); and

WHEREAS, in order to facilitate the project, the County will need the authorization of the City to implement and construct the Project on the City's roadways.

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF
THE CITY OF DARDENNE PRAIRIE, MISSOURI, AS FOLLOWS:**

SECTION 1. That the form, terms, and provisions of the Memorandum of Understanding by and between St. Charles County and the City of Dardenne Prairie, Missouri, attached hereto, marked as Exhibit A, and incorporated by reference herein, be and they hereby are approved and the City Administrator is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such MOU in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the MOU and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the MOU and this Ordinance.

SECTION 2. That the City Administrator is hereby further authorized and directed, on behalf of and in the name of the City, to agree to do any and all other acts and things and to execute and deliver any and all other documents, instruments and certificates, all as may be necessary and appropriate to consummate the above mentioned MOU, and to perform all of the terms, provisions and conditions of the MOU. Any and all acts which the City Administrator may do or perform in conformance with the powers conferred upon them by this Ordinance are hereby expressly authorized, approved, ratified and confirmed.

SECTION 3. Severability Clause: If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall

be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION 4. Effective Date: This Ordinance shall be in full force and take effect from and after its final passage and approval.

SECTION 5. Savings: Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

Read two (2) times and passed this _____ day of _____, 2023.

As Presiding officer and as Mayor

Approved this _____ day of _____, 2023.

Mayor

Attest: _____
City Clerk

EXHIBIT A

MEMORANDUM OF UNDERSTANDING BETWEEN ST. CHARLES COUNTY AND CITY OF DARDENNE PRAIRIE TO USE GRANT FUNDING TO DESIGN AND CONSTRUCTION SAFETY IMPROVEMENTS

This Memorandum of Understanding ("MOU") sets out the principal terms of the St. Charles County's, "**County**", application for the Safe Streets and Roads for All "**SS4A**" grant to fund the design and construction of safety improvements in order to reduce fatal and serious crashes on roadways within the County's boundaries that are owned by the City of Dardenne Prairie, "**City**". The funding, design and construction of the said safety improvements on City's Roadways are referred to as the "**Project**" and County and City are referred to collectively as the "**Parties**" and each, individually, as a "**Party**". The Project directly correlates with the County's Strategic Safety Plan in a partnering effort to reduce fatal and serious injury crashes.

WHEREAS, Motor vehicle crashes are a leading cause of death in the United States, and around 900 people in Missouri die in crashes each year. The County is committed to addressing traffic injuries and fatalities through a strategic and data-driven planning process.

WHEREAS, the County, in order to reduce fatal and serious injury crashes by 50% by 2030 and eliminate fatal and serious injury crashes by 2050, is determined to implement the Project in order to meet these commitments.

WHEREAS, the County is committed to providing a safe transportation for all and recognizes a need to understand that low-income communities and communities of color are disproportionately burdened by roadway fatalities and serious injuries. This Project is committed to the equitable distribution of safety investments and benefits.

WHEREAS, in order to facilitate the Project, and if awarded the SS4A grant, the County will retain a consulting engineer to perform the design services for the future Project within the City limits.

WHEREAS, in order to facilitate the project, and if awarded the SS4A grant, the County will retain a construction contractor to implement and construct the future Project within the City limits.

WHEREAS, in order to facilitate the project, the County will need the authorization of the City to implement and construct the Project on the City's roadways.

WHEREAS, this MOU serves to provide the County and City with a document outlining the terms, guiding principles and participation for the above referenced project, which will allow the County to design, implement, and construct the Project on the City's roadways. The purpose of the MOU is to outline the Project and each entity's input and involvement and responsibility in the planning and implementation of the Project.

WHEREAS, the Parties have discussed the forgoing issues and agree in principle to the matters hereinafter set forth, subject to negotiation, execution and delivery of final safety improvements called out in the Project hereinafter contemplated.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree to the following:

1. The Project will construct new safety improvements called out in the attached Exhibit A.
 - a. The Project was developed using a data-driven process to identify crash trends, and locations within the roadway network ideal for treatment with safety improvements.
 - b. The Project will also take a systemic approach in implementing safety improvements in order to be proactive to reducing crashes.
2. The County's intention is to design and construct the Project with funds obligated by SS4A grant providing a 20% match by the County's ½ Sales Tax.
3. Once the Project is completed, the City will take over the responsibilities of maintaining the safety improvements that are within the City's right of way.
4. This MOU shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the date last written below.

Executed by the County this _____ day of _____, 23

Executed by the City this _____ day of _____, 23

CITY OF DARDENNE PRAIRIE, MISSOURI

ST. CHARLES COUNTY, MISSOURI

By: _____

By: _____

Title: _____

Title: Manager of Roads and Traffic