

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

BOARD OF ALDERMEN WORK SESSION AGENDA APRIL 5, 2023 6:00 p.m.

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

ITEMS FOR DISCUSSION AND CONSIDERATION

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



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

> BOARD OF ALDERMEN MEETING AGENDA APRIL 5, 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 03-15-22 & 03-22-23
- 2. Work Session Summary 03-15-23
- 3. Expenditures for Approval 04-05-23
- 4. Temporary Use Permit ICD Parish Picnic June 2-4, 2023
- 5. Liquor License ICD Parish Picnic June 2-4, 2023
- 6. Master Sign Plan Outfront Media 1020 BaratHaven Boulevard
- 7. Treasurer's Report As of January 31, 2023
- 8. Treasurer's Report As of February 28, 2023
- 9. Inverness Development, LLC Inverness Phase 1 LOC Release \$47,880.00
- 10. Inverness Development, LLC Inverness Phase 2 LOC Release \$57,340.00

ITEMS REMOVED FROM CONSENT AGENDA

PUBLIC COMMENT

NEW BUSINESS

1. Bill #23-09

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, ANNEXING CERTAIN ADJACENT PROPERTY GENERALLY LOCATED AT 1436 FEISE ROAD INTO THE CITY AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE AN ANNEXATION AGREEMENT WITH JASON L. HOWERTON AND MOLLY A. HOWERTON

2. Bill #23-10

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 1 WITH HR GREEN, INC. FOR THE STUMP ROAD RECONSTRUCTION AND IMPROVEMENTS PROJECT NO. 971670

3. Bill #23-11

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE VARIOUS EASEMENTS AND OTHER DOCUMENTS IN CONNECTION WITH THE STUMP ROAD RECONSTRUCTION AND IMPROVEMENTS PROJECT

4. Bill #23-12

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO SUBMIT A FY 2024 TO FY 2026 TRANSPORTATION IMPROVEMENT PROGRAM APPLICATION WITH THE ST. CHARLES COUNTY ROAD BOARD FOR FINANCING OF IMPROVEMENTS TO POST ROAD, PHASE I

5. Bill #23-13

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO SUBMIT A FY 2024 TO FY 2026 TRANSPORTATION IMPROVEMENT PROGRAM APPLICATION WITH THE ST. CHARLES COUNTY ROAD BOARD FOR FINANCING OF IMPROVEMENTS TO HANLEY RD, PHASE 2

6. Bill #23-14

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE MAYOR TO EXECTE AN AMENDED AND RESTATED EMPLOYMENT AGREEMENT BY AND BETWEEN THE CITY AND JAMES W. KNOWLES III

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 7:11 p.m. The meeting was opened with the Pledge of Allegiance followed by an invocation by Ruth Earhart.

Present at roll call were Mayor Gotway, Aldermen Ungerboeck, Johnson, Reilly, Sansone, Costlow and Wandling. Also present were Clerk Jen Bohn, City Administrator James Knowles, City Engineer Tom Weis and City Attorneys John Young and Brad Pryor.

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

CONSENT AGENDA

- 1. Board of Aldermen Minutes 02-15-23 & 03-01-23
- 2. Work Session Summary 02-15-23 & 03-01-23
- 3. Expenditures for Approval 03-15-23

James Knowles provided clarification regarding affidavits that were dropped off earlier in the day to delay voting on Bills at the meeting. He spoke of the requirements for the City as it pertained to notifications of residents.

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

Marcos Jovert – 634 Cruden Bay Court Cheryl Bratton – 620 Cruden Bay Court Arnie Dienoff – P.O. Box 1535, 63366 Jol King

PUBLIC HEARINGS

 P.U.D. & Rezoning Request – Area Plan for the proposed "Prairie Encore" Mixeduse 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.

Jim Cook spoke regarding the proposal and the Prairie Encore project.

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

Paul Burke – 7962 Picasso Drive

Roxanne Filson – 501 Crail Court

Sue Kaverman – 631 Cruden Bay Court

Don Kaverman – 631 Cruden Pay Court

Rich Linderman – 44 Parkshire Place Court

Marcos Jovert - 634 Cruden Bay Court

David Zucker - 706 Knollshire Way Court

Cheryl Bratton - 620 Cruden Bay Court

David Miller – 625 Cruden Bay Court Laura Gittemeier - 6 Jura Court Keith Widaman - 2058 St. Madeline Drive Arnie Dienoff - P.O. Box 1535, 63366 Jol Kina Unknown - 951 Promenade Court

Alderman Wandling asked guestions to developers regarding deviations. Alderman Costlow asked questions about parking. Alderman Ungerboeck made a motion for a brief recess in order for the City's Attorneys to answer the question regarding parking. Seconded by Alderman Costlow. Motion passed unanimously. After recess, Alderman Costlow explained that he was satisified by the explaination of how the P.U.D.dealt with the issue of parking.

A motion was made by Alderman Costlow, seconded by Alderman Johnson to close public hearing on the P.U.D. & Rezoning Request. Motion passed unanimously.

A motion was made by Alderman Costlow, seconded by Alderman Wandling to open the public hearing of the Cora Marie CID. Motion passed unanimously.

2. Cora Marie CID - Request to Remove Property

Attorneys representing the Bopp family and Mia Rose speak regarding this request.

The following individual was in attendance to speak on the proposal: Arnie Dienoff - P.O. Box 1535, 63366

A motion was made by Alderman Costlow, seconded by Alderman Johnson to close public hearing on the Cora Marie CID. Motion passed unanimously.

A motion was made by Alderman Ungerboeck, Seconded by Alderman Johnson 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 – AyeAlderman Reilly – AyeAlderman Wandling – AyeAlderman Costlow – AyeAlderman Sansone – AyeAlderman Ungerboeck – Aye

CLOSED SESSION

NEW BUSINESS

A motion was made by Alderman Ungerboeck, seconded by Alderman Reilly to read Bill #23-08 for the first time by title only. Motion passed unanimously.

Bill #23-08

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, APPROVING A WRITTEN REQUEST TO REMOVE CERTAIN REAL PROPERTY FROM THE CORA MARIE COMMUNITY IMPROVEMENT DISTRICT AND THEREBY REMOVING SUCH PROPERTY FROM THE CORA MARIE COMMUNITY IMPROVEMENT DISTRICT

A motion was made by Alderman Wandling, seconded by Alderman Ungerboeck to read Bill #23-08 for the second time by title only. Motion passed unanimously.

Alderman Wandling asks John Young for clarification that the remining Cora Marie CID remains intact.

A motion was made by Alderman Ungerboeck, seconded by Alderman Costlow to put Bill #23-08 to final vote. Roll call was as follows:

Alderman Sansone - Ave Alderman Johnson – AyeAlderman Costlow – AyeAlderman Ungerboeck – AyeAlderman Wandling – Aye

Alderman Reilly – Ave

Mayor Gotway declared Bill #23-08 passed and designated it to be Ordinance #2237.

A motion was made by Alderman Ungerboeck, seconded by Alderman Wandling to adopt Resolution 367. Motion passed unanimously.

Resolution #367

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF DARDENNE PRAIRIE. MISSOURI, DECLARING THE INFORMALLY PROJECTED AND NONBINDING TAX LEVY FOR THE YEAR 2023.

A motion was made by Alderman Costlow, seconded by Alderman Ungerboeck to adopt Resolution 367 by final vote. Motion passed unanimously. Mayor Gotway declares that Resolution 367 is adopted.

OLD BUSINESS

A motion was made by Alderman Ungerboeck, seconded by Alderman Costlow to postpone Bill 22-74 indefinitely. Motion passed unanimously.

Bill #22-74

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 COMMERICAL, 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 Ungerboeck, seconded by Alderman Reilly to read Bill #22-74A for the first time by title only. Alderman Wandling responds Nay to the motion. All other Aldermen answer Aye.

Bill #22-74A

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, PROVIDING FOR REZONING OF APPROXIMATELY 17.25 ACRES OF LAND FROM C-2, GENERAL COMMERCIAL DISTRICT. TO C-3. RETAIL COMMERICAL. PLANNED UNIT DEVELOPMENT (P.U.D.); AND APPROVING AN AREA PLAN FOR THE SAME

A motion was made by Alderman Ungerboeck, seconded by Alderman Costlow to read Bill #22-74A for the second time by title only. Motion passed unanimously.

A motion was made by Alderman Ungerboeck to amend Section 2 subsection 1 to remove the reference to Section 405.170 (D)-(K) to be replaced with Section 405.175 (D)-(K), seconded by Alderman Johnson. Motion passed unanimously.

A motion was made by Alderman Sansone, seconded by Alderman Johnson to put Bill #27-74A to final vote. Roll call was as follows:

Alderman Sansone – Ave Alderman Johnson – AyeAlderman Costlow – NayAlderman Ungerboeck – NayAlderman Wandling – Nay

Alderman Reilly – Aye

Alderman Wandling asked for clarification from the City Attorney of whether the Bill required a super majority due to the plan being voted against by the Planning and Zoning Commission. City Attorney John Young said that it did not.

Mayor Gotway was required to cast the tie-breaking vote. The Mayor voted Aye.

Mayor Gotway declared Bill #22-74A passed and designated it to be Ordinance #2238.

STAFF COMMUNICATIONS

City Engineer Tom Weis asked the Board to look at the written report that he had provided.

City Administrator Knowles said that there will be a Special Board of Aldermen meeting on March 22, 2023, with the information regarding that meeting to be sent out after the current meeting. He thanked the residents that came to the Question and Answer meeting on March 8, 2023, at City Hall. He also said that he had recently send out the answers to residents that had guestions from the developers

Alderman Costlow asked whether resident addresses had to be listed in the Minutes. He stated that he would put in a Request for Board Action to redact those in the future after receiving clarification from City Attorney John Young that there was no legal requirement for the addresses to be included.

ADJOURNMENT

A motion was made by Alderman Ungerboeck, seconded by Alderman Costlow to adjourn the meeting at 10:13 p.m. Motion passed unanimously.

Respectfully submitted,

Jennifer Bohn, Clerk

The City of Dardenne Prairie Board of Aldermen meeting was called to order at 6:05 p.m. The meeting was opened with the Pledge of Allegiance followed by an invocation by Ruth Earhart.

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

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

Jol King – 2 Toussaint Drive Shannon Stolle – Wentzville School District Laura Gittemeier – 6 Jura Court Danielle Tormala – 280 Interstate Drive, 63385 Rick Angevine – 280 Interstate Drive, 63385 David Zucker – 706 Knollshire Way Court Joan Burke – 7296 Picasso Drive Scott Drachnik – 5988 Mid Rivers Mall Drive, 63304 David Miller – 625 Cruden Bay Court Cheryl Bratton – 620 Cruden Bay Court Marcos Jovert – 634 Cruden Bay Court

NEW BUSINESS

A motion was made by Alderman Costlow, seconded by Alderman Sansone to read Resolution #368. Motion passed. Alderman Wandling opposed.

Resolution #368

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, DIRECTING THE CITY ADMINISTRATOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF DARDENNE PRAIRIE, MISSOURI, AND KALECO, LLC

A motion was made by Alderman Wandling, seconded by Alderman Costlow to approve Resolution #368 by roll call vote. The roll call was as follows:

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

STAFF COMMUNICATIONS

Alderman Costlow reminded everyone of the April 4th election date.

ADJOURNMENT

A motion was made by Alderman Costlow, seconded by Alderman Johnson to adjourn the meeting at 7:07 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 Wandling, Ungerboeck, Johnson, Costlow, Sansone and Reilly. Also present were Clerk Jennifer Bohn, City Administrator James Knowles, City Engineer Tom Weis and City Attorneys John Young and Brad Pryor.

The meeting was opened with the Pledge of Allegiance.

STAFF COMMUNICATIONS

- 1. City Engineer Tom Weis referred the Board to his written report.
- 2. Alderman Johnson spoke with Kurt Bahr regarding voting postcards stating residents addresses as O'Fallon rather than Dardenne Prairie.
- **3.** Mayor Gotway spoke about a visit by Representative Ann Wagner to City Hall.

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, (12) Sealed Proposals and (14) Protected Records. Motion passed unanimously. Roll call was as follows:

> Alderman Johnson – Aye Alderman Wandling – Aye Alderman Sansone – Aye

Alderman Reilly – Aye Alderman Costlow – Aye Alderman Ungerboeck - Aye

CLOSED SESSION

RETURN TO REGULAR MEETING AGENDA

ITEMS FOR DISCUSSION AND CONSIDERATION

 Occupancy Permit Requirements – Alderman Costlow spoke about the requirements and wanted to get a consensus from the Board on whether the City should continue to require the permits. Alderman Sansone and City Administrator James Knowles also discussed this issue. Jeff Amelong spoke to give additional context.

ADJOURNMENT

A motion was made by Alderman Costlow, seconded by Alderman Ungerboeck to adjourn the meeting at approximately 7:06 p.m.

Respectfully submitted,

Jennifer Bohn, Clerk

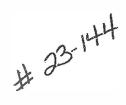
EXPENDITURES FOR APPROVAL 4/5/2023

1 AFLAC	March, 2023	654.84
2 Advanced Turf Solutions	Fertilizer and Weed Control	2,004.25
3 Americom Technology Solutions	IT - April, 2023	2,056.42
4 Bob McSpadden	Paint Park Restroom Floors	500.00
5 C.N.A. Surety	Annual Bond	283.05
6 Charter Communications	Service through 4-7-23	577.71
7 Classic Sign Services	Public Hearing Signs	529.62
8 Cuivre River Electric	Light on Weldon Spring	35.62
9 Cuivre River Electric	Henke/Feise Rd. Traffic Signals	66.00
10 Cuivre River Electric	Light at Georgetown Park	51.22
11 Cuivre River Electric	Lights at St. Williams Apts.	27.76
12 Cuivre River Electric	Hanley Rd. Traffic Signal	67.00
13 DEAF, Inc.	Interpreter: 03-15-23 BOA meeting	446.06
14 First Bank	Credit Card Charges	4,586.02
15 First Bank	Credit Card Charges	2,930.43
16 Grainger	HVAC Supplies	60.41
17 Hamilton Weber	February, 2023 Legal Fees	10,994.60
18 Hobo's Catering	04/07 Bingo Food	585.25
19 Insurance: Anthem	Health - March, 2023	12,925.10
20 Insurance: KC Life	Vision & Dental: April, 2023	1,024.94
21 Insurance: Principal Life	Life: April, 2023	342.05
22 Jen Bohn	4/7 Bingo Prizes	100.00
23 John Gotway	Mileage Reimbursement	131.00
24 Kim Clark	Mileage Reimbursement	154.58
25 LAGERS	March, 2023	6,896.52
26 M & H Concrete Contractors, Inc.	Change Order 2 ~ Invoice #2	114,342.00
27 Mat Dewinters	March Consulting	2,070.00
28 Mission Square Retirement	Contribution 3-31-23 Payroll	230.77
29 New Frontier	Pothole Repair Materials	122.78
30 Nichole Bouchard	Mileage Reimbursement	43.23
31 Office Essentials	Office supplies	188.17
32 PASS Security	Alarm Maintenance	548.56
33 Payroll	03-17-23 Payroll	26,556.13
34 Payroll	03-31-23 Payroll	30,082.78
35 Proactive Print Services	Easter Egg Hunt Signs	540.00
36 R & R Contracting Services, Inc.	Portable toilets to 4-20-23	354.21
37 St. Charles Business Record	Public Hearing Notice	59.50
38 STL Shirt Company	Baseball Team Shirts	661.25
39 Total Lock & Security, Inc.	Lock Maintenance	597.50
40 Traffic Control	Street Signs	618.77
41 UMB Bank, NA	March, 2023 TDD Sales Tax Payment	6,782.60
42 Weis Design Group	Engineering: February 2023	15,857.19
		247,685.89

Approved by Board of Aldermen 4-5-23

Mayor John Gotway





City Hall 2032 Hanley Road Dardenne Prairie, MO 63368 Phone 636.561.1718 Fax 636.625.0077

TEMPORARY USE PERMIT APPLICATION

CITY OF DARDENNE PRAIRIE, MISSOURI

www.DardennePrairie.org

To the Mayor of Dardenne Prairie:			
I/We request permission for the following land use:			
 Temporary Retail Sales* Seasonal Sales* Mobile home (due to disaster)* Real Estate Office (incidental to a new housing development) * 			
Cost of land use improvements			
Description of land use: Immaculate Conception of Dardenne Parish Picnic June 2, 2023, June 3, 2023, June 4, 2023			
Location of temporary land use: 1701 Town Source Ave. Der Lenne Preline, Lit			
Location of temporary land use: <u>7701 Town Source Ave. Dir. Unre Prettrie, Lit</u> Based on good weather conditions, this land use will commence on <u>June 2, 2023</u> and will continue for approximately <u>3</u> days. (date)			
The permit application fee of <u>\$</u> has been paid.			
A cash deposit or bond in the amount of <u></u> has been placed with the City**.			
The Mayor, with approval by the Board of Aldermen, is authorized to issue or deny a permit for a temporary use within any zoning district provided it meets the requirements of Section 405.430 of the Municipal Code and does not create a concern regarding health, safety, traffic and the general welfare. The permit may be issued for a specified period of time and shall contain provisions regarding health, safety, traffic and the general welfare. The Mayor and Board of Aldermen may require such assurances or guarantees of compliance with conditions as are reasonable and appropriate under the circumstances.			
Existing drainage directions and patterns shall be maintained. All necessary siltation control measures shall be installed to prevent material from disturbed areas being deposited into storm sewers and/or onto adjacent properties pursuant to Section 410.080 of the Municipal Code.			
* Attach a concept plan or site plan for the site drawn to scale depicting the proposed temporary land use and its relation to adjacent properties, utilities and streets and include proposed building(s), parking areas, utilities and sidewalks with significant dimensions were appropriate to clarify the plan for review and approval by the City Engineer.			
** If required by the Board of Aldermen. The applicant has 2 years from the date this permit is issued to request a refund of			

** If required by the Board of Aldermen. The applicant has 2 years from the date this permit is issued to request a refund of any cash deposited with the City of Dardenne Prairie, Missouri. After 2 years, all such cash deposits not used or refunded will be deemed relinquished to the City of Dardenne Prairie, Missouri.



City Hall 2032 Hanley Road Dardenne Prairie, MO 63368 Phone 636.561.1718 Fax 638.625.0077

T TAXY T TAXY C			
]	CITY OF DARDE	PLAN APPLICATION NNE PRAIRIE, MISSOURI DardennePrairie.org	
APPLICANT:	OUTFRINT	MEDIA	
	Company Name	n - Et a man har i	
	Printed Name, Title	LEARD, REAL ESTATE MANAGEN	
		HONLEY RO	
	Street Address		
	ST. LOVIS, V		
	City/State/Zip Code	-	
	314-524-01 Telephone	800 314-524-5047 Facsimile	
	• Q*	_	
STREET ADDRESS OF S	ITE: 1020 154	ORA MAVEN BLVD.	
OWNER (attach additional)):	Contract Purchaser/Developer:	
ROBERT BELL (E	ILLESIANO)	C OWNER (١
KOBERT BELL (E Printed Name	ASCIMENT-OWNER	Company Name	KOTVER'
Printeo Ivame			
Printed Name		Some as monte Printed Name, Title	
49 ROSSUARE D	RIVE		
Street Address		Street Address	
WELPPH SPRING	MD 63304	01-101-1121-0-1	
City/State/Zip Code	<i>ula</i>	City/State/Zip Code	
Telephone Face	simile	Telephone Facsimile	
-			
LEGAL DESCRIPTION OF	SITE (other than address))KAUATAINEL - 6 -01 /	
u			
EXISTING ZONING:			
PROPOSED USE: DILIT	al a Smarle ILLU	miniation BILLBARD	
TOTAL SQUARE FEET OF	SIGN FACE: 67,	1×2 = 1,344	
MASTER SIGN PLAN REV	IEW FEE SUBMITTED:	12,688	

MASTER SIGN PLAN APPLICATION / CHECKLIST

- 1. The submitted site plan shall meet the requirements of Section 405.627 "Master Sign Plan"
- Notwithstanding any other provision of this code to the contrary, a Master Sign Plan may be submitted for approval by the Board of Aldermen for any proposed or existing property within a Commercial or Industrial Zoning District of within the Hi-Tech Corridor District.
- 3. Upon the submission of a Master Sign Plan to the City Engineer, the criteria for signs provided for in the City's Sign Regulations are no longer applicable. The reasons for the variation is because the purpose of a Master Sign Plan is to provide for flexible sign criteria that promote superior design and are tailored to a specific development which may vary from general ordinance provisions, if it can be demonstrated that the proposed terms would encourage, promote, and reward good architecture and urban planning.
- 4. When a Master Sign Plan is submitted to the City Engineer, a completed Master Sign Plan shall be no larger than 24"x36" and include the following:
 - a. Location, size, height, construction, material and placement of signs.
 - b. Illumination level, color and type. Illumination shall conform to the City of Dardenne Prairie Lighting Ordinance.
 - c. The number of proposed signs.
 - d. Elevations of all detached signs.
 - e. Dimensions, height, square footage of all existing signs or note that none exist for both freestanding and attached signs (submit picture of all existing signage).
 - f. Description of advertising copy or wording to be displayed on signs.
 - g. Material specifications for proposed signs including sign materials and colors.
 - h. Landscaping of detached signs.
 - i. A review fee is required.
 - j. A list of all deviations from the location, size, height, construction, material and placement requirements otherwise provided for in this Article.

Note: All plans, architectural drawings, renderings or other materials or visual aids either submitted to the City Engineer or Board of Aldermen or presented at a City meeting shall become the property of the City and part of the permanent record of any approval.

Two (2) copies of the master sign plan.

.

Additional copies for distribution to Board of Aldermen will be requested upon review by the City Engineer.

The applicant is required to appear before the Board of Aldermen.

Please Note:

The Building Inspector should be consulted to determine if a Building Permit is required for any approved sign. Any business occupying the site requires approval of a Business License.

-Balcheful	3/27/23
Applicant's Signature	Date
Ludiol	3/27/23
Owner's Signature	Date

NOTE: By affixing signatures to this application form, the Applicant and Owner hereby verify that: they have reviewed the applicable City regulations; they are familiar with the specific requirements relative to this application; and they take full responsibility for this application. The above signatures further indicate that the information provided on this form and on any additional data attack of hereto is true, complete, and accurate.

	MaDOI		
4.500	MISSOURI DEPARTMENT OF TRA	NSPORTATION	
108098	OUTDOOR ADVERTISING	PERMIT	
MoDOT Permit Nur	ıber: 44109	Expiration Date: August 31, 2023	
Conforming Perm	nit 🔲 Conforming Out of Standard	Nonconforming Permit	
🔲 Biennial Permit		📑 Transfer Permit	
In accordance with Section 226.550 RSMo and 7 CSR 10-6.070, this BILLBOARD permit is being issued to ROBERT BELL, 491 ROSSLARE DRIVE. ST. CHARLES. Mt 63304 for a CONFORMING sign in a(a) COMMERCIAL area located along IS 64 W at county log mile 5.032 on the RIGHT side of the road in ST. CHARLES County on property owned by BARATHAVEN ASSOCIATES LLC, 1001 BOARDWALK SPRINGS PLACE, O'FALLON, Mt 63368.			
This permit is conditioned upon the continued existence of material facts as represented by the applicant in the application for permit and on complete compliance with Sections 226,500 to 226,600 RSMo, as amended and 7 CSR 10 -6. The State of Missouri reserves the right to remove the sign at the owner's expense if compliance is not met. If at any time, this sign is completely destroyed, this permit becomes void and the sign cannot be rebuilt until a new permit is			

Cl. Him

Ed Hassinger Chief Engineer

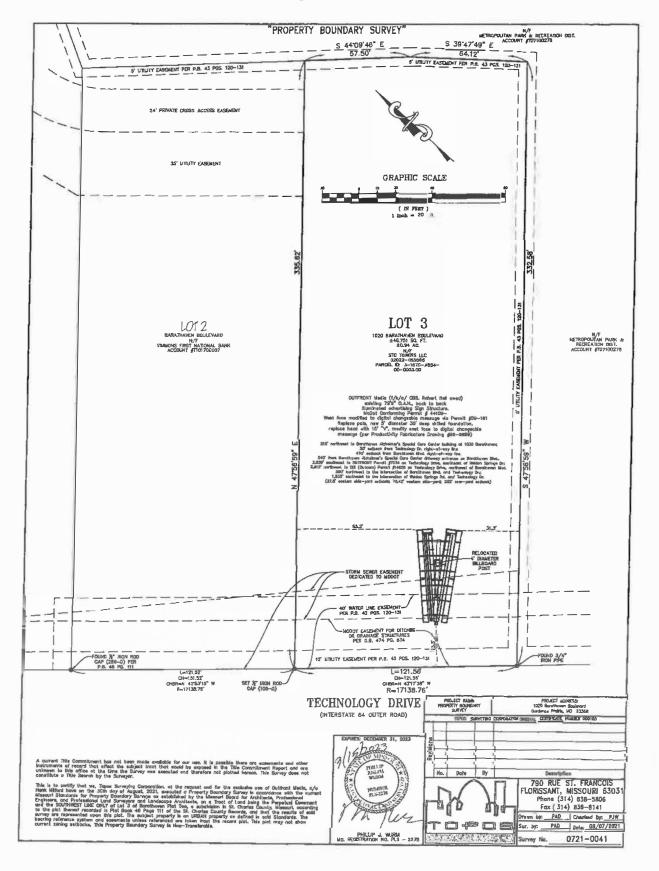
issued.

Date Printed: 11/4/2021

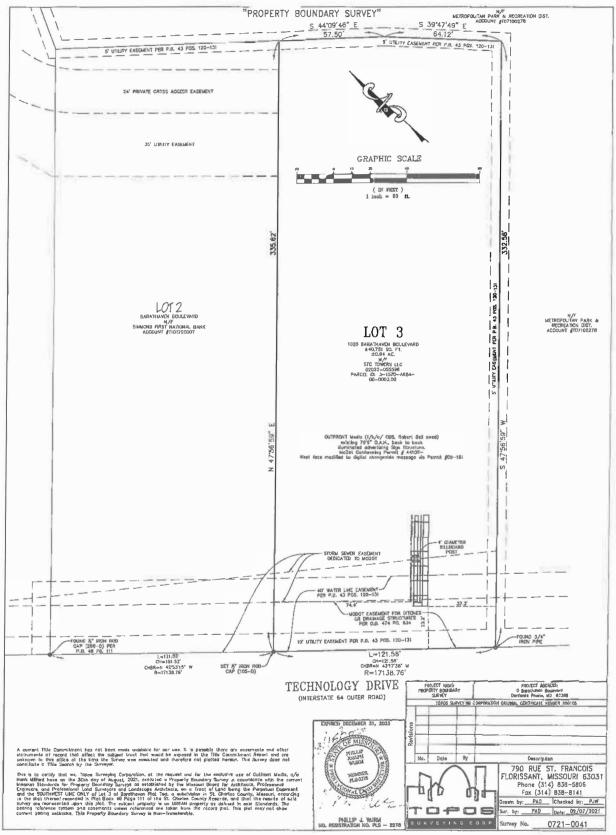
Additional forms and information available at http://www.modol.org/business/Outdoor_Advertising

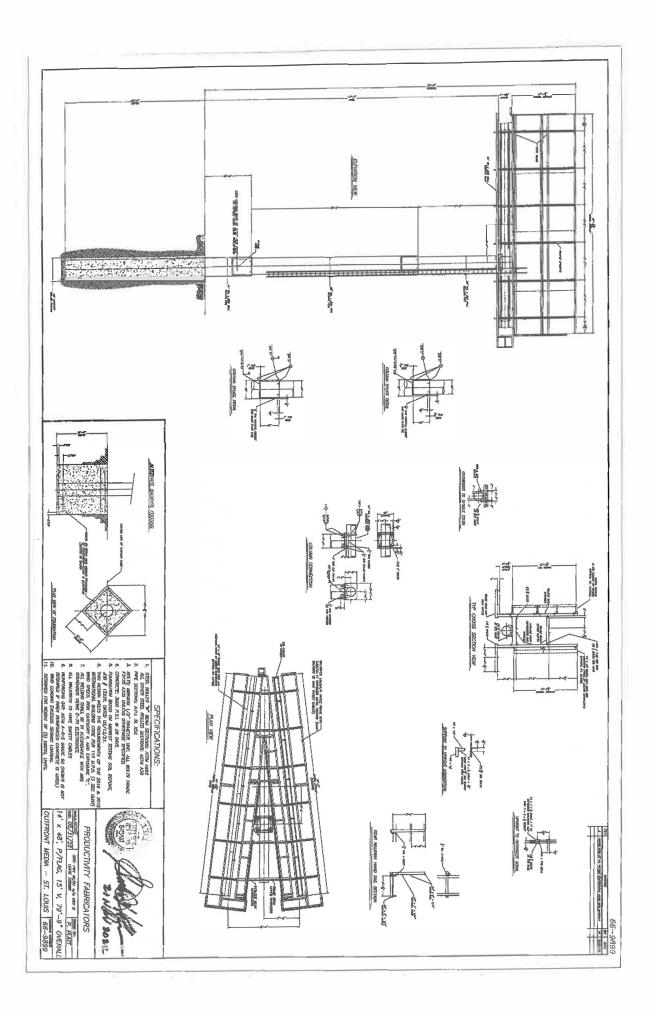
Our mission is to provide a world-class transportation system that is safe, innovative, reliable and dedicated to a prosperous Missouri. Revisato4:2013

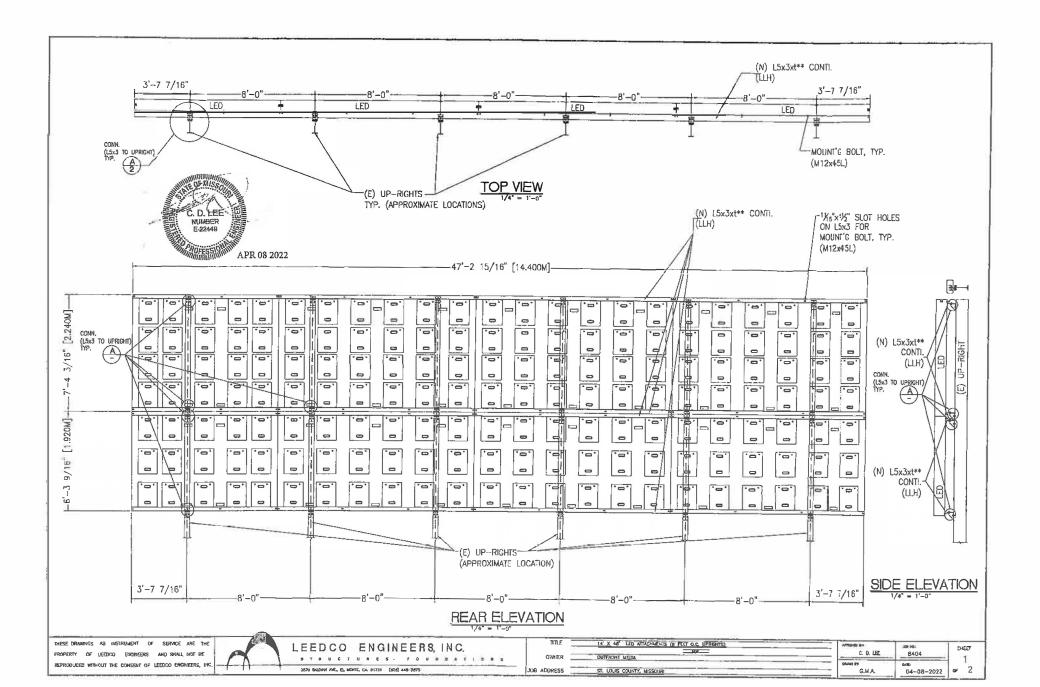


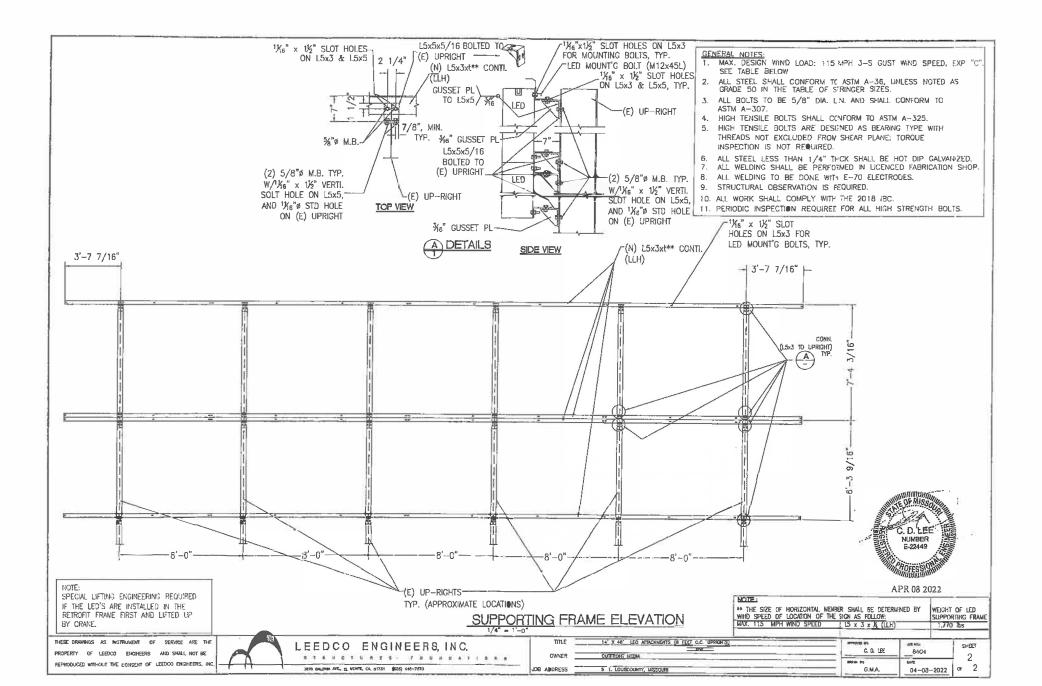












TREASURER'S REPORT

As of January 31, 2023

General Fund	1,276,154.08
General Fund (Invested)	3,240,447.83
Special Revenue Fund	419,457.72
Special Revenue Fund (Invested)	743,517.83
Parks & Storm Water Fund	245,697.42
Parks & Storm Water Fund (Invested)	1,008,856.50
Parks & Storm Water Umpire Fund	1,760.94
Capital Improvement Sales Tax Fund	126,158.24
Capital Improvement Sales Tax Fund (Invested)	890,276.75
Transportation Fund	185,150.98
Transportation Fund (Invested)	0.00
Escrow/Bond Account	293,130.72
Petty Cash	100.00
Cash Drawer	200.00
ARPA Funds	219,979.51
ARPA Funds - Invested	2,520,163.10
TOTAL	11,171,051.62

Municipal Court

13,049.40

Respectfully submitted,

Kin Clark

Kim Clark City Clerk/Treasurer

TREASURER'S REPORT

As of February 28, 2023

General Fund	633,449.84
General Fund (invested)	3,240,447.83
Special Revenue Fund	276,791.93
Special Revenue Fund (Invested)	743,517.83
Parks & Storm Water Fund	260,715.65
Parks & Storm Water Fund (Invested)	1,008,856.50
Parks & Storm Water Umpire Fund	1,761.48
Capital Improvement Sales Tax Fund	129,930.97
Capital Improvement Sales Tax Fund (Invested)	890,276.75
Transportation Fund	78,207.82
Transportation Fund (Invested)	0.00
Escrow/Bond Account	312,350.02
Petty Cash	100.00
Cash Drawer	200.00
ARPA Funds	219,957.19
ARPA Funds - Invested	2,520,163.10
TOTAL	10,316,726.91

Municipal Court

8,348.33

Respectfully submitted,

Kin Clark

Kim Clark City Clerk/Treasurer



City Engineer Phone 636.978.6008 Fax 636.898.0923 Engineer @DardennePrairie.org

> City Hall 2032 Hanley Road Dardenne Prairie, MO 63368 Phone 636.561.1718 Fax 636.625.0077

March 21, 2023

James W. Knowles III, City Administrator City of Dardenne Prairie 2032 Hanley Road Dardenne Prairie, MO 63368

Subject: Land Disturbance Performance Guarantee -- Letter of Credit (90% Release) Inverness Phase 1 Dardenne Prairie Project No. 971950

Dear Mr. Knowles:

Per the request of Inverness Development, LLC and our inspections, we recommend a 90% release of the \$119,400.00 Letter of Credit posted by Inverness Development, LLC being held by the City for the guaranteed stabilization of the subject site. The previous release from last April 2022 was for 50% equaling \$59,700.00. This second release is for \$47,880.00 with a total of \$11,900.00 to remain to ensure completion and maintenance of the site stabilization requirements.

If you have any questions, please feel free to contact me.

Very Truly Yours,

Tom Weis

Thomas P. Weis, P.E. City Engineer

cc: John Gotway, Mayor Board of Aldermen Kim Clark, City Clerk Jeff Amelong, Building Code Official Tim Tobin, OMG Construction Services Jeff Thoele, Payne Family Homes



www.DardennePrairie.org

City Engineer Phone 636,755,5303 engineer@DardennePrairie.org

City Hall 2032 Hanley Road Dardenne Prairie, MO 63368 Phone 636.561.1718 Fax 636.625.0077

To Letter of Credit Form of Reduction Certificate

March 21, 2023

Commerce Bank 811 Main St 8th Floor Kansas City, Missouri 64105 Attention: CLS Letters of Credit

LETTER	R OF CREDIT NUMBER:	SLC-00005552	
IN ORIC	SINAL AMOUNT OF: \$_	119,400.00	_
For	Inverness – Plat 1		(the "Site")

Gentlemen,

This certificate authorizes reduction in the amount of \$_____47,880.00 of the above Letter of Credit. The remaining maximum available credit for this Letter of Credit is \$______1900.00

CITY OF DARDENNE PRAIRIE, MISSOURI

By Tom Weis

City Engineer



City Engineer Phone 636.978.6008 Fax 636.898.0923 Engineer @DardennePrairie.org

> City Hall 2032 Hanley Road Dardenne Prairie, MO 63368 Phone 636.561.1718 Fax 636.625.0077

March 21, 2023

James W. Knowles III, City Administrator City of Dardenne Prairie 2032 Hanley Road Dardenne Prairie, MO 63368

Subject: Land Disturbance Performance Guarantee – Letter of Credit (50% Release) Inverness Phase 2 Dardenne Prairie Project No. 971950

Dear Mr. Knowles:

Per the request of Inverness Development, LLC and our inspections, we recommend a 50% release of the \$114,680.00 Letter of Credit posted by Inverness Development, LLC being held by the City for the guaranteed stabilization of the subject site. This release is for 50%, equaling \$57,340.00 for the completion of 74 of the 145 sites with a total of \$57,340.00 to remain to ensure completion and maintenance of the site stabilization requirements.

If you have any questions, please feel free to contact me.

Very Truly Yours,

Tom Weis

Thomas P. Weis, P.E. City Engineer

cc: John Gotway, Mayor Board of Aldermen Kim Clark, City Clerk Jeff Amelong, Building Code Official Tim Tobin, OMG Construction Services Jeff Thoele, Payne Family Homes



www.DardennePrairie.org

City Engineer Phone 636.755.5303 engineer@DardennePrairie.org

City Hall 2032 Hanley Road Dardenne Prairie, MO 63368 Phone 636.561.1718 Fax 636.625.0077

To Letter of Credit Form of Reduction Certificate

March 21, 2023

Commerce Bank 811 Main St 8th Floor Kansas City, Missouri 64105 Attention: CLS Letters of Credit

LETTER OF CREDIT NUMBER:	SLC-000056.98
IN ORIGINAL AMOUNT OF: \$_	114,680.00
For Inverness – Plat 2	(the "Site")

Gentlemen,

This certificate authorizes reduction in the amount of \$____57,340.00 of the above Letter of Credit. The remaining maximum available credit for this Letter of Credit is \$____57,340.00

CITY OF DARDENNE PRAIRIE, MISSOURI

Tom Weis By _

City Engineer

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, ANNEXING CERTAIN ADJACENT PROPERTY GENERALLY LOCATED AT 1436 FEISE ROAD INTO THE CITY AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE AN ANNEXATION AGREEMENT WITH JASON L. HOWERTON AND MOLLY A. HOWERTON

WHEREAS, Jason L. Howerton and Molly A. Howerton, husband and wife, (the "Owners"), are the Owners of all fee interests of record of certain real property generally located at 1436 Feise Road in St. Charles County, Missouri, which is legally described on Exhibit A, attached hereto and incorporated by reference herein (the "Property"), have expressed interest in voluntarily annexing the Property into the City of Dardenne Prairie, Missouri (the "City"); and

WHEREAS, pursuant to the provisions of Section 71.014, RSMo., as amended, the City, "[...] may annex unincorporated areas which are contiguous and compact to the existing corporate limits upon notarized petition requesting such annexation signed by the owners of all fee interests of record in all tracts located within the area to be annexed[;]" and

WHEREAS, on _____, 20__, a Notarized Petition for Voluntary Annexation, signed by the Owners, requesting voluntary annexation of the Property into the City was filed with the City and is attached hereto as **Exhibit B** and incorporated by reference herein; and

WHEREAS, the Property is contiguous and compact to the existing corporate limits of the City; and

WHEREAS, the City is able to furnish normal municipal services to the Property within a reasonable time after annexation; and

WHEREAS, the Board of Aldermen of the City (the "Board of Aldermen") does hereby find and determine that annexation of the Property into the City is reasonable and necessary to the proper development of the City; and

WHEREAS, the Board of Aldermen desires to enter into an Annexation Agreement with the Owners;

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

SECTION 1. Pursuant to the provisions of Section 71.014, RSMo., as amended, the property generally located at 1436 Feise Road, legally described on Exhibit A, attached hereto

and incorporated by reference herein, is hereby annexed into the City of Dardenne Prairie, Missouri.

SECTION 2. The boundaries of the City of Dardenne Prairie, Missouri, are hereby altered so as to encompass the property generally located at 1436 Feise Road, legally described in **Exhibit A**, which lies adjacent and contiguous to the present corporate limits of the City of Dardenne Prairie, Missouri.

SECTION 3. The property generally located at 1436 Feise Road, legally described in **Exhibit** A shall be part of Ward 1 of the City of Dardenne Prairie, Missouri.

SECTION 4. That the form, terms, and provisions of the Annexation Agreement by and between the City of Dardenne Prairie, Missouri, and Jason L. Howerton and Molly A. Howerton, as husband and wife, attached hereto, marked as **Exhibit C**, 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 such 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 5. The City Clerk of the City of Dardenne Prairie, Missouri, is hereby ordered and directed to cause three (3) certified copies of this Ordinance to be filed with the St. Charles County Registrar.

SECTION 6. <u>Savings Clause</u>: 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 7. <u>Severability Clause</u>: 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 thereappend return to full force and effect without further action by the City and shall thereafter be binding.

SECTION 8. <u>Effective Date:</u> This Ordinance shall be in full force and take effect from and after its final passage and approval.

[Remainder of page left intentionally blank.]

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

As Presiding Officer and as Mayor

Attest:

City Clerk

Approved this _____ day of _____, 2023.

Attest:

Mayor

City Clerk

EXHIBIT A

[Attach Legal Description]

EXHIBIT B

[Attach Notarized Petition for Voluntary Annexation]

EXHIBIT C

[Attach Annexation Agreement]

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 1 WITH HR GREEN, INC. FOR THE STUMP ROAD RECONSTRUCTION AND IMPROVEMENTS PROJECT NO. 971670

WHEREAS, on June 3, 2020, pursuant to Ordinance No. 2026 the Board of Aldermen authorized execution of a Professional Services Agreement (the "Agreement") with HR Green, Inc. for construction engineering, inspections, surveying, and material testing services relating to the Stump Road Reconstruction and Improvements Project No. 971670 (the "Project"); and

WHEREAS, the City desires to expand the scope of the Project; and

WHEREAS, the Board of Aldermen finds and determines it is to the benefit of the residents of the City to amend the Agreement;

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 Professional Services Agreement Amendment No. 1 by and between the City of Dardenne Prairie, Missouri, and HR Green, Inc., attached hereto, marked as **Exhibit A**, and incorporated by reference herein (the "First Amended Agreement"), be and they hereby are approved and the Mayor is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such First Amended Agreement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the First Amended Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the First Amended Agreement and this Ordinance.

SECTION 2. <u>Savings Clause</u>: 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 3. <u>Severability Clause</u>: 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. <u>Effective Date:</u> 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.

Attest:

As Presiding Officer and as Mayor

City Clerk

Approved this _____ day of _____, 2023.

Attest:

Mayor

City Clerk



Exhibit A

HR GREEN, INC. PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 1

THIS AMENDMENT, made this 21th day of March 2021 by and between, the CITY OF DARDENNE PRAIRIE, the CLIENT, and HR GREEN, INC. (hereafter "COMPANY"), for professional services concerning:

Stump Road Reconstruction and Improvements

hereby amends the original Professional Services Agreement dated October 22, 2020 as follows:

The CLIENT and COMPANY agree to amend the Scope of Services of the original Professional Services Agreement and previous amendments as follows:

- A. The COMPANY shall complete right-of-way coordination services for the CLIENT related to the Stump Road Improvements Project. The CLIENT has requested the COMPANY to meet with property owners to discuss the project, mark improvements in the field to present to property owners, and participate in rightof-way negotiation coordination calls with OR Colan.
- B. The COMPANY shall complete utility coordination services for the CLIENT related to the Stump Road Improvements Project. The COMPANY will establish points of contact with utility owners, and submit ROW Plans to the utility representatives. The COMPANY will keep a log of utility correspondence. The COMPANY will meet with utility representatives in the field to identify potential conflicts with construction and potential plan changes. The COMPANY will conduct a utility coordination meeting with the facility representatives during the Final Plan development stage.
- C. The COMPANY has been asked by the CLIENT to modify plans to avoid Ameren power poles, consisting of moving the eastern curb line and providing a new typical section between Station 105+00 and 114+00.
- D. The COMPANY will design a special headwall at the crossroad culvert to avoid private property and maintain all drainage improvements within existing easement. The headwall design will consist of structural details and calculations.

CLIENT Project Number: 971670 COMPANY Project Number: 200154

In consideration for these services, the CLIENT AGREES to adjust the payment for services performed by COMPANY on the following basis:

Α.	Right-of-Way Coordination	\$4,500
В.	Utility Coordination	\$8,500
C.	Plan Modifications (Typical Section)	\$1,500
D.	Plan Modifications (Headwall)	\$8,000
	TOTAL	\$22,500

The original contract will be increased by a fee of Twenty-Two Thousand Five Hundred Dollars (\$ 22,500.00).

The total authorized compensation after this Amendment, including the original Professional Services Agreement and all previous Amendments, is One Hundred Eighty-Seven Thousand, Seven Hundred Ninety Dollars (\$187,790)

THIS AMENDMENT is subject to all provisions of the original Professional Services Agreement.

THIS AMENDMENT, together with the original Professional Services Agreement and all previous amendments represents the entire and integrated AGREEMENT between the CLIENT and COMPANY.

Version2.0 12172018

THIS AMENDMENT executed the day and year written above.

CITY OF DARDENNE PRAIRIE, MO

HR GREEN, INC.

By:

By Jason Dohrmann, PE, Vice President

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE VARIOUS EASEMENTS AND OTHER DOCUMENTS IN CONNECTION WITH THE STUMP ROAD RECONSTRUCTION AND IMPROVEMENTS PROJECT

WHEREAS, the Board of Aldermen of the City of Dardenne Prairie, Missouri (the "City"), desire to execute certain easements in connection with the Stump Road Reconstruction and Improvements Project;

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 Permanent Roadway Improvement Maintenance, Utility, Sewer, Temporary Construction Easement, and Sidewalk Easement by and between the City of Dardenne Prairie, Missouri, and Leonard and Marilyn Earnest, as trustees of the Earnest Trust Agreement, dated August 29, 2017 (the "Earnest Easement"), attached hereto, marked as <u>Exhibit A</u>, and incorporated by reference herein, be and they hereby are approved and the City Administrator shall be and is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer, on behalf of the City, such Earnest Easement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Earnest Easement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Earnest Easement and this Ordinance.

SECTION 2. That the form, terms, and provisions of the Temporary Construction Easement by and between the City of Dardenne Prairie, Missouri and GSR Ventures LLC (the "GSR Easement"), attached hereto, marked as **Exhibit B**, and incorporated by reference herein, be and they hereby are approved and the City Administrator shall be and is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer, on behalf of the City, such GSR Easement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the GSR Easement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the GSR Easement and this Ordinance.

SECTION 3. That the form, terms, and provisions of the Temporary Construction Easement by and between the City of Dardenne Prairie, Missouri and Shaun Hollrah and Nicole Hollrah, as husband and wife (the "Hollrah Easement"), attached hereto, marked as **Exhibit C**, and incorporated by reference herein, be and they hereby are approved and the City Administrator shall be and is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer, on behalf of the City, such Hollrah Easement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Hollrah Easement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Hollrah Easement and this Ordinance.

SECTION 4. That the form, terms, and provisions of the Temporary Construction Easement by and between the City of Dardenne Prairie, Missouri and J&J Properties of St. Charles County, LLC (the "J&J Easement"), attached hereto, marked as **Exhibit D**, and incorporated by reference herein, be and they hereby are approved and the City Administrator shall be and is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer, on behalf of the City, such J&J Easement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the J&J Easement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the J&J Easement and this Ordinance.

SECTION 5. That the form, terms, and provisions of the Temporary Construction Easement by and between the City of Dardenne Prairie, Missouri and Kevin K. Klingerman and Linda K. Klingerman, as husband and wife (the "Klingerman Easement"), attached hereto, marked as <u>Exhibit</u> <u>E</u>, and incorporated by reference herein, be and they hereby are approved and the City Administrator shall be and is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer, on behalf of the City, such Klingerman Easement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Klingerman Easement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Klingerman Easement and this Ordinance.

SECTION 6. That the form, terms, and provisions of the Temporary Construction Easement by and between the City of Dardenne Prairie, Missouri and Pinecrest Rental Properties, LLC (the "Pinecrest Easement"), attached hereto, marked as **Exhibit F**, and incorporated by reference herein, be and they hereby are approved and the City Administrator shall be and is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer, on behalf of the City, such Pinecrest Easement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Pinecrest Easement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Pinecrest Easement and this Ordinance.

SECTION 7. That the form, terms, and provisions of the Temporary Construction Easement by and between the City of Dardenne Prairie, Missouri and Clayton Vazis, a single person (the "Vazis Easement"), attached hereto, marked as **Exhibit G**, and incorporated by reference herein, be and they hereby are approved and the City Administrator shall be and is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer, on behalf of the City, such Vazis Easement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Vazis Easement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Vazis Easement and this Ordinance.

SECTION 8. That the form, terms, and provisions of the Easement Agreement by and between the City of Dardenne Prairie, Missouri, and the St. Charles County Ambulance District (the

"Agreement"), attached hereto, marked as Exhibit H, and incorporated by reference herein; the Temporary Construction Easement by and between the City of Dardenne Prairie, Missouri, and the St. Charles County Ambulance District (the "Ambulance District Temporary Easement"), attached hereto, marked as Exhibit I, and incorporated by reference herein; the General Warranty Deed by and between the City of Dardenne Prairie, Missouri, and the St. Charles County Ambulance District (the "General Warranty Deed"), attached hereto, marked as Exhibit J, and incorporated by reference herein; and the Permanent Roadway Improvement, Maintenance, Utility, Sewer, and Sidewalk Easement, by and between the City of Dardenne Prairie, Missouri, and the St. Charles County Ambulance District (the "Ambulance District Permanent Easement") attached hereto, marked as Exhibit K, 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 the Agreement, Ambulance Temporary Easement, General Warranty Deed, and Ambulance District Permanent Easement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Agreement, Ambulance District Temporary Easement, General Warranty Deed, Ambulance District Permanent Easement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Agreement, Ambulance District Temporary Easement, General Warranty Deed, Ambulance District Permanent Easement, and this Ordinance.

SECTION 9. <u>Savings Clause:</u> Except as expressly set forth herein, nothing contained in this Ordinance 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.

SECTION 10. <u>Severability Clause:</u> 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 thereafter be binding.

SECTION 11. <u>Effective Date:</u> This Ordinance shall be in full force and take effect from and after its final passage and approval.

[Remainder of page left intentionally blank]

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

Attest:

As Presiding Officer and as Mayor

City Clerk

Approved this _____ day of _____, 2023.

Attest:

Mayor

City Clerk

Exhibit A

City of Dardenne Prairie Stump Road Reconstruction and Improvement Parcel 9 Federal Project No. STP-7302(682)

DEED OF PERMANENT ROADWAY IMPROVEMENT MAINTENANCE UTILITY SEWER AND SIDEWALK EASEMENT

THIS INDENTURE is made and entered into this <u>28</u> day of <u>March</u>, 202<u>3</u>, by and between Leonard Earnest and Marilyn K. Earnest, Trustees, or their successors in trust, under the Earnest Trust Agreement, dated August 29, 2017 ("Grantor"), of the County of St. Charles, State of Missouri whose mailing address is: PO Box 144 O'Fallon. MO 63366, and the CITY OF Dardenne Prairie ("Grantee" or "City"), whose address is 2032 Hanley Rd, Dardenne Prairie, MO 63368.

WITNESSETH: that Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, does by these presents, GRANT unto the Grantee, its successors and assigns, including its agents, contractors, and employees, certain rights in the following-described parcel or parcels of land situated in the County of St. Louis, State of Missouri, to-wit:

A Permanent Roadway Improvement Maintenance Utility Sewer and Sidewalk Easement containing approximately 2689 square feet, as depicted on the plat attached as Exhibit "A-1" hereto, which is incorporated herein by reference, for the construction, improvement, and maintenance of sidewalk improvements. curb. ADA curb ramps, and associated grading The sidewalk replacement and associated work will be constructed on only part of said land, the extra land included in the described area being for provided herein:

TO HAVE AND TO HOLD, The described premises, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining, unto the party of the second part and unto its successors and assigns forever, the party of the first part hereby covenanting:

- 1. That it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; and
- 1. That it has good right to convey the easement(s) herein conveyed.

The party of the second part's interest in this temporary easement will be extinguished immediately at the completion of Federal Project Number STP-7302(682) known as Stump Road Reconstruction and Improvement Project.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed as of the day and year first above written.

GRANTOR:

GRANTEE:

Leonard Earnest and Marilyn K. Earnest, Trustees or their successors in trust, under the Earnest Trust Agreement, dated August 29, 2017

Leonard Earnest Trustee

Marilyn K. Earnest Trustee

City of Dardenne Prairie

rint Name, Title

(Seal)

ACKNOWLEDGMENT BY TRUST

STATE OF MISSOUR, COUNTY OF Station SS

On this 11 day of March, 2013 before me appeared Leonard Earnest and Marilyn K. Earnest, Trustees, or their successors in trust, under the Earnest Trust Agreement, dated August 29, 2017, personally known to me, who being by me duly sworn, did say that they are the Trustee(s) of Earnest Trust Agreement and that the foregoing instrument was signed and sealed on behalf of said trust by authority of its Declaration of Trust, and that they acknowledged said instrument to be the free act and deed of said trust and that it was executed for the consideration stated there in and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Mary Public

My Commission Expires: February 23

NOTARY PUBLIC BS NOTARY SEAL OF MISSON MULTICASSON

ACKNOWLEDGMENT BY CITY

STATE OF MO		
COUNTY OF St. Churles	SS	
On this 22 day of Murch		. 2023. before me appeared James Knowles
personally know	wn to me. wh	o being by me duly sworn, did say that he/she
is the City Administratur 0	f the City o	f Dardenne Prairie and that the foregoing
instrument was signed and sealed on	behalf of th	e City of Dardenne Prairie and that he/she
acknowledged said instrument to be th	he free act ar	nd deed of the City of Dardenne Prairie and
that it was executed for the consideration	on stated the	rein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

mm less ONAL Notary Public-

My Commission Expires: _/0-08-2023



City of Dardenne Prairie Stump Road Reconstruction and Improvement Parcel 9 Federal Project No. STP-7302(682)

FEMPORARY CONSTRUCTION EASEMENT

This Indenture, made this <u>17</u> day of <u>March</u>. 2023, by and between Leonard Earnest and Marilyn K. Earnest, Trustees, or their successors in trust, under the Earnest Trust Agreement, dated August 29, 2017, Grantor(s), party of the first part (hereafter: party of the first part, Grantor(s), or Owner(s)), of the County of St. Charles and State of Missouri, whose mailing address is PO Box 144, O'Fallon, MO 63366, and the CITY OF Dardenne Prairie, of the County of Saint Charles and State of Missouri, Grantee, party of the second part (hereafter: party of the second part, Grantee, or City), whose address is: 2032 Hanley Rd. Dardenne Prairie, MO 63368.

WITNESSETH: that party of the first part, in consideration of the sum of One Dollar (\$1.00), and other valuable consideration, to it paid by the party of the second part, the receipt and sufficiency of which is hereby acknowledged, does hereby give, grant, extend and confer on the Party of the second part and its successors and assigns the following:

A temperary construction easement containing approximately 8.974 square feet, more fully described and as shown on the attached Exhibit "A".

Said described tract is to provide for the construction of the Stump Road Reconstruction and Improvement Project, and for associated improvements, the City seeks only a temporary construction easement for these purposes. Upon completion of the Stump Road Reconstruction and Improvement Project and any associated improvements, and restoration of the land's surface as specified by the City, the Owner shall have full, free and uninterrupted use and possession of said tract;

SUBJECT TO: (a) cascinents, restrictions, reservations, and other agreements and matters of record, if any; (b) taxes and assessments, general and special, not now due and payable; and (c) rights of the public in and to the parts thereof in streets, roads, or alleys; and any special conditions

personnel and machinery to work. Upon completion and acceptance of the sidewalk improvements, the Grantor, and its successors and assigns, shall have the free and uninterrupted possession and use of said tract subject to applicable laws, ordinances, covenants or restrictions, and also subject to the right of the City or its designees to enter thereon from time to time for the purpose of maintaining, improving, and/or reconstructing said sidewalk improvements.

Grantor hereby covenants that it is the owner of the property described herein and it has the full right and authority to grant this easement, SUBJECT TO easements, restrictions, reservations, and other agreements and matters of record, if any.

IN WITNESS WHEREOF, Grantor has executed these presents the day and year first above written.

GRANTOR:

Leonard Earnest and Marilyn K. Earnest, Trustees or their successors in trust, under the Earnest Trust Agreement, dated August 29, 2017

Leonard Earnest Trustee

Marilyn K Earnest Trustee

CONARD EARNEST

MARILYH) Print Name FARNEST

(Seal)

ACKNOWLEDGMENT BY TRUST

COUNTY OF St Charles SS

On this <u>11</u> day of <u>March</u>, 2023 before me appeared Leonard Earnest and Marilyn K. Earnest, Trustees, or their successors in trust, under the Earnest Trust Agreement, dated August 29, 2017, personally known to me, who being by me duly sworn, did say that they are the Trustee(s) of Earnest Trust Agreement and that the foregoing instrument was signed and sealed on behalf of said trust by authority of its Declaration of Trust, and that they acknowledged said instrument to be the free aet and deed of said trust and that it was executed for the consideration stated there in and no other.

IN TESTIMONY WHEREOF. I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Aria Herryaan Notary Public (My Commission Expires: Eubruary 23, 2025

Exhibit B

City of Dardenne Prairie Stump Road Reconstruction and Improvement Parcel 4 Federal Project No. STP-7302(682)

TEMPORARY CONSTRUCTION EASEMENT

This Indenture, made this day of <u>March</u>, <u>2023</u> by and between **GSR Ventures LLC**, Grantor(s), party of the first part (hereafter: party of the first part, Grantor(s). or Owner(s)), of the County of St. Louis and State of Missouri, whose mailing address is 2500 S Old Hwy 94, STE 200, St. Charles, MO 63303, and the **CITY OF Dardenne Prairie**, of the County of Saint Charles and State of Missouri, Grantee, party of the second part (hereafter: party of the second part, Grantee, or City), whose address is: 2032 Hanley Rd, Dardenne Prairie, MO 63368.

WITNESSETH: that party of the first part, in consideration of the sum of One Dollar (\$1.00), and other valuable consideration, to it paid by the party of the second part, the receipt and sufficiency of which is hereby acknowledged, does hereby give, grant, extend and confer on the Party of the second part and its successors and assigns the following:

A temporary construction easement containing approximately 3309 square feet, more fully described and as shown on the attached Exhibit "A".

Said described tract is to provide for the construction of the Stump Road Reconstruction and Improvement Project, and for associated improvements, the City seeks only a temporary construction easement for these purposes. Upon completion of the Stump Road Reconstruction and Improvement Project and any associated improvements, and restoration of the land's surface as specified by the City, the Owner shall have full, free and uninterrupted use and possession of said tract;

SUBJECT TO: (a) easements, restrictions, reservations, and other agreements and matters of record, if any; (b) taxes and assessments, general and special, not now due and payable; and (c)

rights of the public in and to the parts thereof in streets, roads, or alleys; and any special conditions provided herein:

TO HAVE AND TO HOLD, The described premises, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining, unto the party of the second part and unto its successors and assigns forever, the party of the first part hereby covenanting:

- 1. That it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; and
- 1. That it has good right to convey the easement(s) herein conveyed.

The party of the second part's interest in this temporary easement will be extinguished immediately at the completion of Federal Project Number STP-7302(682) known as Stump Road Reconstruction and Improvement Project.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed as of the day and year first above written.

GRANTOR:

GSR Ventures LLC Signature

Manaaina Print Name. Title

GRANTEE:

City of Dardenne Prairie

enature

Jones Knowles The City administrator

(Seal)

ACKNOWLEDGMENT BY LIMITED LIABILITY COMPANY

SS

COUNTY OF St Charles

My Commission Expires:

On this 8th day of <u>December</u>, 2023 before me appeared <u>Jerry E Scheidegever</u> personally known to me, who being by me duly sworn, did say that he/she is a member of the GSR Ventures LLC, a Missouri limited liability company, with authority to bind said limited liability company and that the foregoing instrument was signed and sealed on behalf of said limited liability company by authority of its membership, and that he/she acknowledged said instrument to be the free act and deed of said limited liability company and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

LORI ACLO Notary Public - Notary See State of Missouri Commissioned for St. Charles Cou. My Commission Expires: October 19, 2024 Commission Number: 13591210 Notary Public

ACKNOWLEDGMENT BY CITY

-2024

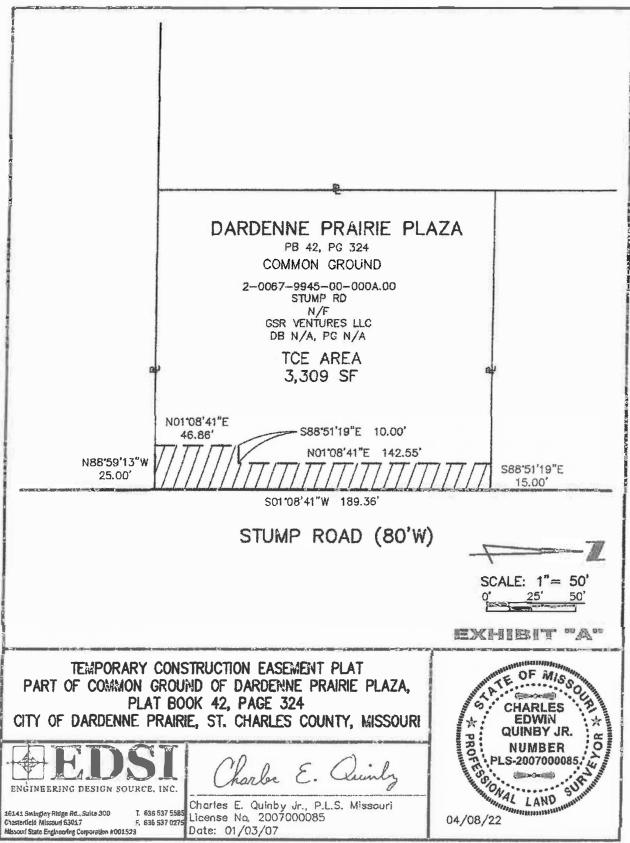
STATE OF Missoun)	
county of <u>St. Charles</u>) ss	
On this 10 th day of March	<u>, 2023</u> , before me appeared <u>Janua</u> who being by me duly sworn, did say that he/she
is the City Administrary of the City	who being by me duly sworn, did say that he/she by of Dardenne Prairie and that the foregoing
instrument was signed and sealed on behalf of	f the City of Dardenne Prairie and that he/she
acknowledged said instrument to be the free ac that it was executed for the consideration stated	t and deed of the City of Dardenne Prairie and therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Cark Notary Public

My Commission Expires: 11/29/24

K.D. CLARK
NOTARY PUBLIC - NOTARY SEAL
CTATE OF MISSOUR
AN COMMISSION EXPIRES NOVEMBER 29, 2024
ST. LOUIS COUNTY
COMMISSION #12982465
CONTRACT OF



04/08/22

PARCEL 4

ExhibitC

City of Dardenne Prairie Stump Road Reconstruction and Improvement Parcel 7 Federal Project No. STP-7302(682)

TEMPORARY CONSTRUCTION EASEMENT

WITNESSETH: that party of the first part, in consideration of the sum of One Dollar (\$1.00), and other valuable consideration, to it paid by the party of the second part, the receipt and sufficiency of which is hereby acknowledged, does hereby give, grant, extend and confer on the Party of the second part and its successors and assigns the following:

A temporary construction easement containing approximately 491 square feet, more fully described and as shown on the attached Exhibit "A".

Said described tract is to provide for the construction of the Stump Road Reconstruction and Improvement Project, and for associated improvements, the City seeks only a temporary construction easement for these purposes. Upon completion of the Stump Road Reconstruction and Improvement Project and any associated improvements, and restoration of the land's surface as specified by the City, the Owner shall have full, free and uninterrupted use and possession of said tract;

SUBJECT TO: (a) easements, restrictions, reservations, and other agreements and matters of record, if any; (b) taxes and assessments, general and special, not now due and payable; and (c) rights of the public in and to the parts thereof in streets, roads, or alleys; and any special conditions provided herein:

TO HAVE AND TO HOLD, The described premises, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining, unto the party of the second part and unto its successors and assigns forever, the party of the first part hereby covenanting:

- 1. That it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; and
- 1. That it has good right to convey the easement(s) herein conveyed.

The party of the second part's interest in this temporary easement will be extinguished immediately at the completion of Federal Project Number STP-7302(682) known as Stump Road Reconstruction and Improvement Project.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed as of the day and year first above written.

GRANTOR:

GRANTEE:

Shaun Hollrah & Nicole Hollrah, Husband and Wife **City of Dardenne Prairie**

Shaun Hollrah

Nicole Hollrah

Signature

Print Name, Title

(Seal)

ACKNOWLEDGMENT BY INDIVIDUAL

STATE OF MISSOURI

) ss

)

COUNTY OF 5+ have) On the 27^{11} day of 5 any 20 23, before me personally appeared Shaun Hollrah & Nicole Hollrah husband and wife, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Public My-Commission Expires: 12-28-2029

(PRE)	JAMES KNOWLES III
	Nome Public - Notery Seal
ł	STATE OF MISSOURI St Louis County
i.	My Commission Expines Dec. 28, 2024
同判	Consultation @12301617

ACKNOWLEDGMENT BY CITY

STATE OF)	
)	SS
COUNTY OF)	

On this <u>23</u> day of <u>Februaru</u>, 20<u>23</u>, before me appeared <u>John Golway</u> personally known to me, who being by me duly sworn, did say that he/she is the <u>Mayo</u> of the **City of Dardenne Prairie** and that the foregoing instrument was signed and sealed on behalf of the **City of Dardenne Prairie** and that he/she acknowledged said instrument to be the free act and deed of the **City of Dardenne Prairie** and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Garle

Notary Public

My Commission Expires: 11-29-24

ł	K.O. CLARK
ł	NOTARY PUBLIC . NOTARY SEAL
ł	STATE OF MISSOURI
ł	STATE OF MISSOUTH OF 20 2024
ł	MY COMMISSION EXPIRES NOVEMBER 29, 2024
l	ST LOUIS LOUINT
Į	COMMISSION #12982465
1	COMMISSION HIZDETOS

ExhibitD

City of Dardenne Prairie Stump Road Reconstruction and Improvement Parcel 5 Federal Project No. STP-7302(682)

TEMPORARY CONSTRUCTION EASEMENT

This Indenture, made this <u>23</u> day of <u>Ebruary</u>, <u>20</u> <u>27</u> by and between J&J Properties of St. Charles County, LLC a Missouri limited liability company, Grantor(s), party of the first part (hereafter: party of the first part, Grantor(s), or Owner(s)), of the County of St. Charles and State of Missouri, whose mailing address is 1755 Stump Road, O'Fallon, MO 63368-6716, and the CITY OF Dardenne Prairie, of the County of Saint Charles and State of Missouri, Grantee, party of the second part (hereafter: party of the second part, Grantee, or City), whose address is: 2032 Hanley Rd, Dardenne Prairie, MO 63368.

WITNESSETH: that party of the first part, in consideration of the sum of One Dollar (\$1.00), and other valuable consideration, to it paid by the party of the second part, the receipt and sufficiency of which is hereby acknowledged, does hereby give, grant, extend and confer on the Party of the second part and its successors and assigns the following:

A temporary construction easement containing approximately 2236 square feet, more fully described and as shown on the attached Exhibit "A".

Said described tract is to provide for the construction of the Stump Road Reconstruction and Improvement Project, and for associated improvements, the City seeks only a temporary construction easement for these purposes. Upon completion of the Stump Road Reconstruction and Improvement Project and any associated improvements, and restoration of the land's surface as specified by the City, the Owner shall have full, free and uninterrupted use and possession of said tract;

SUBJECT TO: (a) easements, restrictions, reservations, and other agreements and

matters of record, if any; (b) taxes and assessments, general and special, not now due and payable; and (c) rights of the public in and to the parts thereof in streets, roads, or alleys; and any special conditions provided herein:

TO HAVE AND TO HOLD. The described premises, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining, unto the party of the second part and unto its successors and assigns forever, the party of the first part hereby covenanting:

- 1. That it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; and
- 2. That it has good right to convey the easement(s) herein conveyed.

The party of the second part's interest in this temporary easement will be extinguished immediately at the completion of Federal Project Number STP-7302(682) known as Stump Road Reconstruction and Improvement Project.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed as of the day and year first above written.

GRANTOR:

J&J Properties of St. Charles County, LLC

Signatur

Print Name, Title

GRANTEE:

City of Dardenne Prairie

Print Name, Title

(Seal)

ACKNOWLEDGMENT BY LIMITED LIABILITY COMPANY

STATE OF Missouri COUNTY OF St. Charles SS day of <u>February</u>, 2023 before me appeared _____ personally known to me, who being by me duly sworn, did On this 23 Joshua say that he/she is a member of the J&J Properties of St. Charles County, LLC, a Missouri limited liability company, with authority to bind said limited liability company and that the foregoing instrument was signed and sealed on behalf of said limited liability company by authority of its membership, and that he/she acknowledged said instrument to be the free act and deed of said limited liability company and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

> MICHELLE MARIE KENNISON NOTARY PUBLIC - NOTARY SEAL

STATE OF MISSOURI ST. CHARLES COUNTY COMMISSION NUMBER: 22921554

202F

MY COMMISSION EXPIRES: JULY 18.

elle Marie Konnison ic sion Expires: July 18, 2026 Notary Public

My Commission Expires:

ACKNOWLEDGMENT BY CITY

STATE OF MISSOURI)
COUNTY OF St. Charles
On this 23 day of <u>Harch</u> , 2023 before me appeared <u>James</u> Knowles IF personally known to/me, who being by me duly sworn, did say that he/she
On this day of <u>HEDATION</u> , 20 2 before me appeared <u>Jan 00</u>
Knowles IF personally known to/me, who being by me duly sworn, did say that he/she
is the City Administrator of the City of Dardenne Prairie and that the foregoing
instrument was signed and sealed on behalf of the City of Dardenne Prairie and that he/she
acknowledged said instrument to be the free act and deed of the City of Dardenne Prairie and
that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

K.D. Clauk Notary Public My Commission Expires: 11-29-24

K.D. CLARK NOTARY PUBLIC - NOTARY SEAL STATE OF MISSOURI MY COMMISSION EXPIRES NOVEMBER 29, 2024 ST. LOUIS COUNTY COMMISSION #129#2465

Exhibit E

City of Dardenne Prairie Stump Road Reconstruction and Improvement Parcel 2 Federal Project No. STP-7302(682)

TEMPORARY CONSTRUCTION EASEMENT

This Indenture, made this 24th day of <u>februar</u>, 2023, by and between Kevin K. Klingerman & Linda K. Klingerman husband and wife, Grantor(s), party of the first part (hereafter: party of the first part, Grantor(s), or Owner(s)), of the County of St. Charles and State of Missouri, whose mailing address is 1102 Whispering Pines Dr, Dardenne Prairie, MO 63368, and the CITY OF Dardenne Prairie, of the County of Saint Charles and State of Missouri, Grantee, party of the second part (hereafter: party of the second part, Grantee, or City), whose address is: 2032 Hanley Rd, Dardenne Prairie, MO 63368.

WITNESSETH: that party of the first part, in consideration of the sum of One Dollar (\$1.00), and other valuable consideration, to it paid by the party of the second part, the receipt and sufficiency of which is hereby acknowledged, does hereby give, grant, extend and confer on the Party of the second part and its successors and assigns the following:

A temporary construction easement containing approximately 427 square feet, more fully described and as shown on the attached Exhibit "A".

Said described tract is to provide for the construction of the Stump Road Reconstruction and Improvement Project, and for associated improvements, the City seeks only a temporary construction easement for these purposes. Upon completion of the Stump Road Reconstruction and Improvement Project and any associated improvements, and restoration of the land's surface as specified by the City, the Owner shall have full, free and uninterrupted use and possession of said tract;

SUBJECT TO: (a) easements, restrictions, reservations, and other agreements and matters of record, if any; (b) taxes and assessments, general and special, not now due and payable; and (c) rights of the public in and to the parts thereof in streets, roads, or alleys; and any

special conditions provided herein:

TO HAVE AND TO HOLD, The described premises, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining, unto the party of the second part and unto its successors and assigns forever, the party of the first part hereby covenanting:

- 1. That it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; and
- 2. That it has good right to convey the easement(s) herein conveyed.

The party of the second part's interest in this temporary easement will be extinguished immediately at the completion of Federal Project Number STP-7302(682) known as Stump Road Reconstruction and Improvement Project.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed as of the day and year first above written.

GRANTOR:

GRANTEE:

Kevin K. Klingerman & Linda K. Klingerman, husband and wife

Kevin K. Klingerman

Linda K. Klingerman

City of Dardenne Prairie

Signature

Print Name, Title

(Seal)

ACKNOWLEDGMENT BY INDIVIDUAL

STATE OF MISSOURI)) SS COUNTY OF _____)

On the 24^{44} day of February, 2023, before me personally appeared Kevin K. Klingerman & Linda K. Klingerman husband and wife, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

K.D. Clark

Notary Public

My Commission Expires: 11/29/24

K.D. CLARK	-
NOTARY PUBLIC - NOTARY SEAL	
STATE OF MISSOURI	
MY COMMISSION EXPIRES NOVEMBER 29, 2024	
OT LOUIS CONVERSER 29, 2024	
ST. LOUIS COUNTY	
COMMISSION #12982465	-

TERRI LYNN VOSS Notary Public, Notary Co

State of Missouri St. Charles County Commission 7 15710051 Commission Expires 10-08-202

ACKNOWLEDGMENT BY CITY

STATE OF COUNTY OF 57. Chriles SS

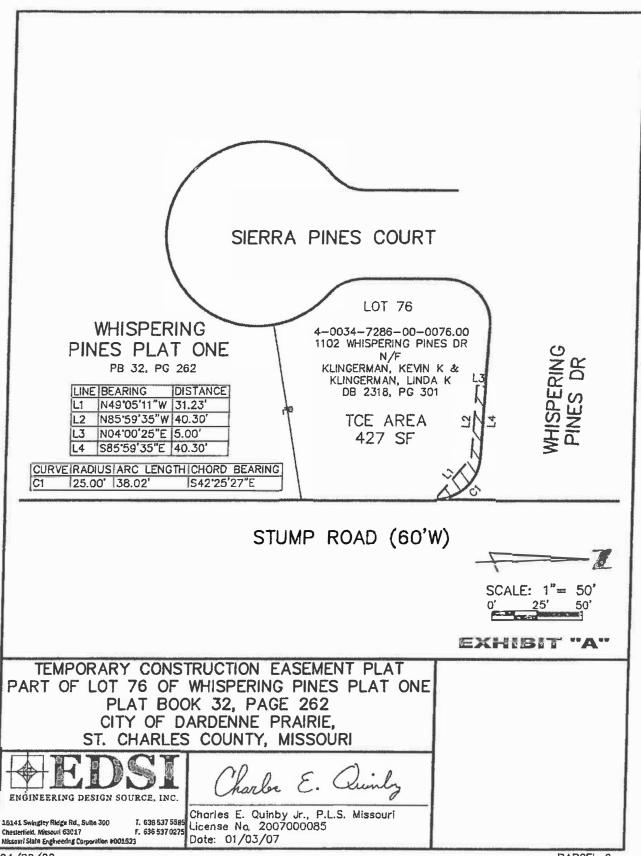
On this <u>27</u> day of <u>March</u>, 20<u>23</u>, before me appeared <u>James Knowles</u> personally known to me, who being by me duly sworn, did say that he/she is the <u>City Administrater</u> of the City of Dardenne Prairie and that the foregoing instrument was signed and sealed on behalf of the City of Dardenne Prairie and that he/she acknowledged said instrument to be the free act and deed of the City of Dardenne Prairie and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary Public

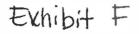
My Commission Expires: <u>10-08-2023</u>

3



04/08/22

PARCEL 2



City of Dardenne Prairie Stump Road Reconstruction and Improvement Parcel 10 Federal Project No. STP-7302(682)

TEMPORARY CONSTRUCTION EASEMENT

This Indenture, made this 10th day of <u>February</u>, 2023, by and between **Pinecrest Rental Properties**, LLC, a Missouri limited liability company, Grantor(s), party of the first part (hereafter: party of the first part, Grantor(s), or Owner(s)), of the County of St. Charles and State of Missouri, whose mailing address is 11 Mulligan Dr, Farmington, MO 63640, and the CITY OF Dardenne Prairie, of the County of Saint Charles and State of Missouri, Grantee, party of the second part (hereafter: party of the second part, Grantee, or City), whose address is: 2032 Hanley Rd, Dardenne Prairie, MO 63368.

WITNESSETH: that party of the first part, in consideration of the sum of One Dollar (\$1.00), and other valuable consideration, to it paid by the party of the second part, the receipt and sufficiency of which is hereby acknowledged, does hereby give, grant, extend and confer on the Party of the second part and its successors and assigns the following:

A temporary construction easement containing approximately 7,612 square feet, more fully described and as shown on the attached Exhibit "A".

Said described tract is to provide for the construction of the Stump Road Reconstruction and Improvement Project, and for associated improvements, the City seeks only a temporary construction easement for these purposes. Upon completion of the Stump Road Reconstruction and Improvement Project and any associated improvements, and restoration of the land's surface as specified by the City, the Owner shall have full, free and uninterrupted use and possession of said tract;

SUBJECT TO: (a) easements, restrictions, reservations, and other agreements and matters of record, if any; (b) taxes and assessments, general and special, not now due and payable; and (c)

rights of the public in and to the parts thereof in streets, roads, or alleys; and any special conditions provided herein:

TO HAVE AND TO HOLD, The described premises, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining, unto the party of the second part and unto its successors and assigns forever, the party of the first part hereby covenanting:

- 1. That it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; and
- 1. That it has good right to convey the easement(s) herein conveyed.

The party of the second part's interest in this temporary easement will be extinguished immediately at the completion of Federal Project Number STP-7302(682) known as Stump Road Reconstruction and Improvement Project.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed as of the day and year first above written.

GRANTOR:

17.1

GRANTEE:

Pinecrest Rental Properties, LLC, a Missouri Limited liability company

Signature

City of Dardenne Prairie

(Seal)

ACKNOWLEDGMENT BY LIMITED LIABILITY COMPANY

STATE OF <u>Missouri</u>) ss COUNTY OF <u>Cope Ginerdonu</u>)

On this 10^{m} day of <u>February</u>. 2023, before me appeared personally known to me, who being by me duly sworn, did say that he/she is a member of the Pinecrest Rental Properties, LLC, a Missouri limited liability company, with authority to bind said limited liability company and that the foregoing instrument was signed and sealed on behalf of said limited liability company by authority of its membership, and that he/she acknowledged said instrument to be the free act and deed of said limited liability company and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

My Commission Expires: 12/19/2023

JANICE COLLIER NOTARY PUBLIC - NOTARY SEAL STATE OF MISSOURI COMMISSIONED FOR CAPE GIRARDEAU COUNTY MY COMMISSION EXPIRES DEC. 19, 2023 ID #11500397

ACKNOWLEDGMENT BY CITY

STATE OF Missour	
COUNTY OF St. Charles	\$\$

On this 10th day of <u>March</u>, 20<u>23</u>, before me appeared <u>Tames</u> <u>KINDIALES III</u> personally known to me, who being by me duly sworn, did say that he/she is the <u>City Administrator</u> of the City of Dardenne Prairie and that the foregoing instrument was signed and sealed on behalf of the City of Dardenne Prairie and that he/she acknowledged said instrument to be the free act and deed of the City of Dardenne Prairie and that it was executed for the consideration stated therein and no other.

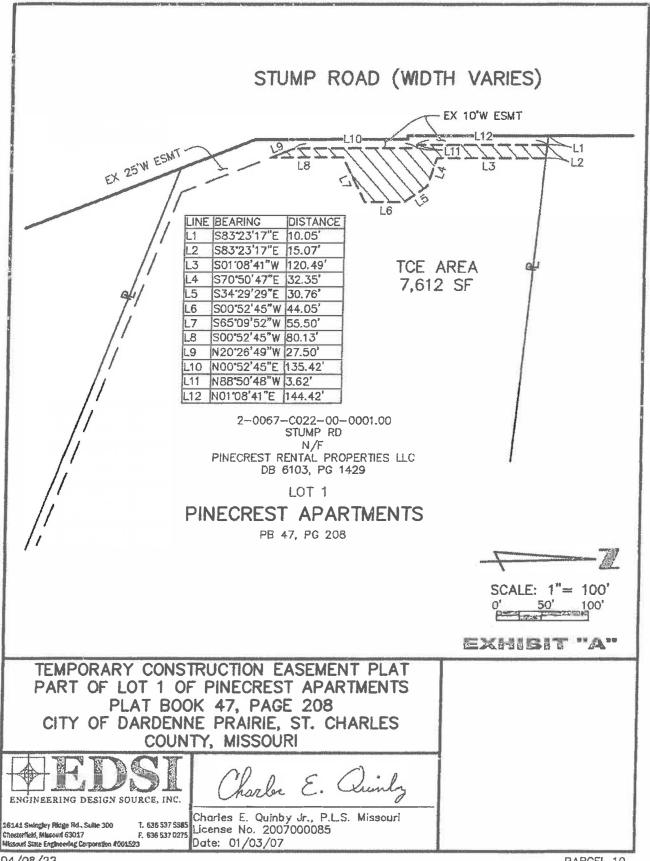
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary Public

My Commission Expires: <u>11-29-24</u>

K.D. CLARK NOTARY PUBLIC - NOTARY SEAL STATE OF MISSOURI MY COMMISSION EXPIRES NOVEMBER 29, 2024 ST. LOUIS COUNTY COMMISSION #12982465

3



04/08/22

PARCEL 10

Exhibit G

City of Dardenne Prairie Stump Road Reconstruction and Improvement Parcel 3 Federal Project No. STP-7302(682)

TEMPORARY CONSTRUCTION EASEMENT

This Indenture, made this <u>10</u> day of <u>Februar</u>, 20<u>23</u>, by and between **Clayton Vazis a single person**, Grantor(s), party of the first part (hereafter: party of the first part, Grantor(s), or Owner(s)), of the County of St. Charles and State of Missouri, whose mailing address is 1103 Whispering Pines Dr, Dardenne Prairie, MO 63368, and the **CITY OF Dardenne Prairie**, of the County of Saint Charles and State of Missouri, Grantee, party of the second part (hereafter: party of the second part, Grantee, or City), whose address is: 2032 Hanley Rd, Dardenne Prairie, MO 63368.

WITNESSETH: that party of the first part, in consideration of the sum of One Dollar (\$1.00), and other valuable consideration, to it paid by the party of the second part, the receipt and sufficiency of which is hereby acknowledged, does hereby give, grant, extend and confer on the Party of the second part and its successors and assigns the following:

A temporary construction easement containing approximately 943 square feet, more fully described and as shown on the attached Exhibit "A".

Said described tract is to provide for the construction of the Stump Road Reconstruction and Improvement Project, and for associated improvements, the City seeks only a temporary construction easement for these purposes. Upon completion of the Stump Road Reconstruction and Improvement Project and any associated improvements, and restoration of the land's surface as specified by the City, the Owner shall have full, free and uninterrupted use and possession of said tract;

SUBJECT TO: (a) easements, restrictions, reservations, and other agreements and matters of record, if any; (b) taxes and assessments, general and special, not now due and payable; and (c)

rights of the public in and to the parts thereof in streets, roads, or alleys; and any special conditions provided herein:

TO HAVE AND TO HOLD, The described premises, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining, unto the party of the second part and unto its successors and assigns forever, the party of the first part hereby covenanting:

- 1. That it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; and
- 1. That it has good right to convey the easement(s) herein conveyed.

The party of the second part's interest in this temporary easement will be extinguished immediately at the completion of Federal Project Number STP-7302(682) known as Stump Road Reconstruction and Improvement Project.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed as of the day and year first above written.

GRANTOR:

GRANTEE:

Clayton Vazis

° la

Clayton Vazis

City of Dardenne Prairie

nowlest City Odent nature Print Name, Title

......

(Seal)

ACKNOWLEDGMENT BY INDIVIDUAL

STATE OF MISSOURI

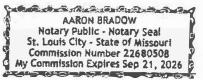
) ss

COUNTY OF 57. Charles

On the <u>lo</u> day of <u>representation</u>, 2023, before me personally appeared Clayton Vazis a single person, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Aaron	Bredow
Notary Public	



My Commission Expires: Suprember 21, 2020

ACKNOWLEDGMENT BY CITY

STATE OF <u>Missour</u> COUNTY OF <u>St. Charles</u> SS On this 10th day of <u>Manch</u>, 20<u>23</u>, before me appeared <u>Tames</u> <u>Knowles</u> <u>IL</u> personally known to me, who being by me duly sworn, did say that he/she is the City Administrator of the City of Dardenne Prairie and that the foregoing instrument was signed and sealed on behalf of the City of Dardenne Prairie and that he/she acknowledged said instrument to be the free act and deed of the City of Dardenne Prairie and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

My Commission Expires: 11 29 24

K.D. CLARK NOTARY PUBLIC - NOTARY SEAL STATE OF MISSOURI MY COMMISSION EXPIRES NOVEMBER 29, 2024 ST. LOUIS COUNTY COMMISSION #12992465

3

EXHIBIT H

[Attach agreement between City and St. Charles County Ambulance Dist.]

<u>EXHIBIT I</u>

[Attach Temporary Construction Easement between City and St. Charles County Ambulance District]

EXHIBIT J

[Attach General Warranty Deed between City and St. Charles County Amhulance Distrcit]

EXHIBIT K

[Attach Permanent Roadway, Improvement, Maintenance, Utility, Sewer, and Sidewalk Easement between City and St. Charles County Ambulance District]

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO SUBMIT A FY 2024 TO FY 2026 TRANSPORTATION IMPROVEMENT PROGRAM APPLICATION WITH THE ST. CHARLES COUNTY ROAD BOARD FOR FINANCING OF IMPROVEMENTS TO POST ROAD, PHASE I

WHEREAS, the Board of Aldermen of the City of Dardenne Prairie, Missouri (the "City"), has expressed its intention to make improvements to Post Rd (the "Project") and has previously applied for funding for said improvements through the East-West Gateway Council of Governments; and

WHEREAS, the total cost of the Project is estimated to be \$2,487,724.00 (the "Project Cost"); and

WHEREAS, the Board of Aldermen submitted a 2024 to 2026 Surface Transportation Block Grant (STBG) Application with East-West Gateway Council of Governments ("East-West Gateway") for receipt of federal funds to offset the Project Cost; and

WHEREAS, St. Charles County has expressed its support of the Project, and the Board of Aldermen now desires to submit an application to the St. Charles County Road Board for the FY 2024 to FY 2026 Transportation Improvement Program (TIP) for the Project to further offset the City's share of the Project Cost (the "Application"); and

WHEREAS, there is no fee for submitting the Application to the St. Charles County Road Board.

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 shall be and is hereby authorized and directed to execute and submit the Application, a copy of which is attached hereto as **Exhibit A** and incorporated by reference herein, to the St. Charles County Road Board requesting funds for the Project.

SECTION 2. That the City Engineer, Mayor, and City Administrator are 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 Application, and to perform all of the terms, provisions and conditions of the Application. Any and all acts which the City Engineer, Mayor, or City Administrator, or all, 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.** <u>Severability Clause:</u> 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. <u>Effective Date:</u> This Ordinance shall be in full force and take effect from and after its final passage and approval.

SECTION 5. <u>Savings</u>: 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 Post Road Ph 1

Sponsor Dardenne Prairie

Project No. RB23-000011

Project Type Other

TOTAL FUNDING

Total	County	Sponsor	Federal	Other
\$2,487,724.00	\$950,179.20	\$237,544.80	\$1,300,000.00	\$0.00

Project Description

The existing roadway is typically a 24' wide, asphalt pavement without curb and gutter, and without stormsewers to collect and convey the surface runoff. Existing roadside swales convey the runoff to the creek that drains the area. The surface runoff from the roadway generally sheet flows from the pavement and into the swales without issue, except for several locations where the runoff is concentrated along the longitudinal edge of the pavement, and is causing erosion and undermining of the pavement. The widened pavement with new curb and gutter and new stormsewers and inlets, will properly collect and convey the runoff to the existing drainage channel and creek.

The widened pavement will match the newly constructed "north end" of the project, and will allow for dedicated left turn lanes at all intersecting, subdivision sidestreets, which number 2 on the west side, and 3 on the east side. The area is quickly developing, and the traffic counts are ever increasing. With dedicated left turn lanes (currently lacking) into these subdivisions, congestion and conflicts along Post Road are avoided.

Additionally, and in looking ahead at Phase 2, the topography immediately north of Post Valley Drive prevents adequate sight distance for motorists pulling out from Post Valley Drive onto southbound Post Road, and for those southbound Post Road motorists approaching Post Valley Drive. The next phase of this project proposes to lower Post Road for an approximate horizontal distance of 400 feet north of Post Valley Drive. The lowering of this hill crest (approximately 3' vertically) will greatly improve the visibility and safety at this intersection.

Finally, the Post Road and Technology Drive intersection alignment at the south end of the project is problematic, in that intersection angle is less than 90 degrees, and is actually between 45 and 60 degrees. This prevents adequate visibility for southbound Post Road motorists turning left onto eastbound Technology Drive. The Missouri Highway Patrol website indicates numerous crashes at this intersection, and the proper re-alignment is long overdue. This project will provide for a reconstructed intersection at the much-needed 90 degrees, allowing for improved sight detection and normal head movements from the SB Post Road motorists at the stop sign, attempting to enter upon Technology Drive. With 5 subdivisions served by Post Road, and the commercial components at each end, the proposed 10' wide shared-use path will provide this crucial connectivity.



Road Board Application

PROJECT INFORMATION

Permit #:	RB23-000011	Project Type:		Other
Name:	Post Road, Phase I			
Limits:	Post Valley Drive (north end	d - Phase I) to Technology Drive (south end)	
Lane Miles:	0.40			
Federal Functional Classification:	4 - Minor Collector			
Anticipated useful life of the proposed improvements (years):	15	Estimated date of co	mpletion:	11/30/2027
Other Information				
Traffic Volume ADT:	Existing / Future	1700 in 2022 /	Projected	3400 in 2032
Construction Year:	2027			

PROJECT DESCRIPTION

The existing roadway is typically a 24th wide, asphalt pavement without curb and gutter, and without stormsewers to collect and convey the surface runoff. Existing roadway generally sheet flows from the pavement and into the swales without issue, except for several locations where the runoff is concentrated along the longitudinal edge of the pavement, and is causing erosion and undermining of the pavement. The widened pavement with new curb and gutter and new stormsewers and inlets, will properly collect and convey the runoff to the existing drainage channel and creek.

The widened pavement will match the newly constructed "north end" of the project, and will allow for dedicated left turn lanes at all intersecting, subdivision sidestreets, which number 2 on the west side, and 3 on the east side. The area is quickly developing, and the traffic counts are ever increasing. With dedicated left turn lanes (currently lacking) into these subdivisions, congestion and conflicts along Post Road are avoided.

Additionally, and in looking ahead at Phase 2, the topography immediately north of Post Valley Drive prevents adequate sight distance for motorists pulling out from Post Valley Drive onto southbound Post Road, and for those southbound Post Road motorists approaching Post Valley Drive. The next phase of this project proposes to lower Post Road for an approximate horizontal distance of 400 feet north of Post Valley Drive. The lowering of this hill crest (approximately 3' vertically) will greatly improve the visibility and safety at this intersection.

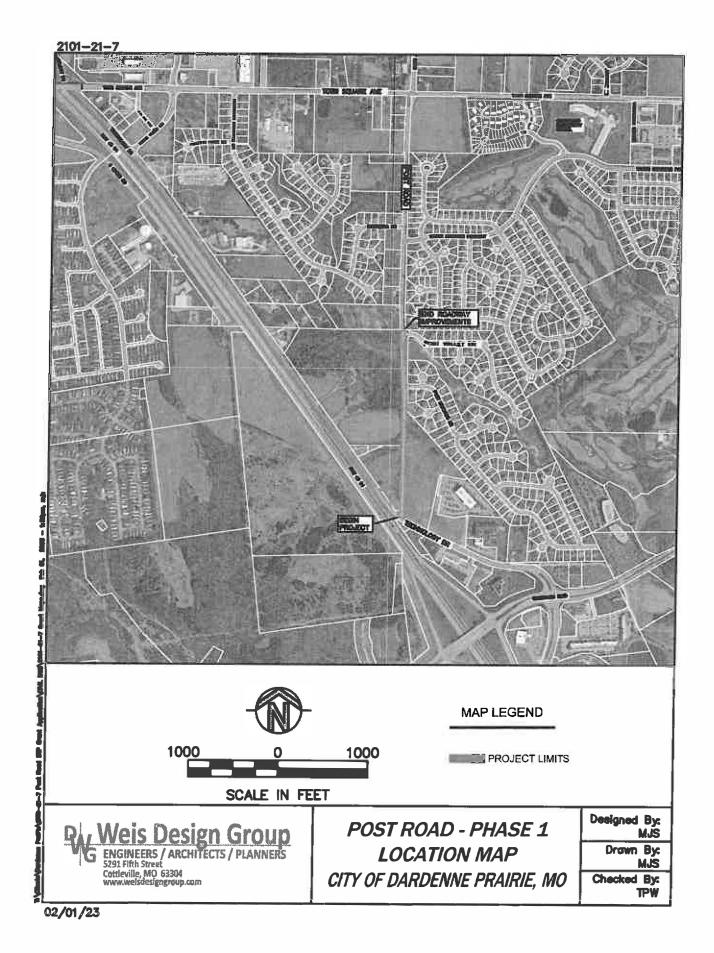
Finally, the Post Road and Technology Drive intersection alignment at the south end of the project is problematic, in that intersection angle is less than 90 degrees, and is actually between 45 and 60 degrees. This prevents adequate visibility for southbound Post Road motorists turning left onto eastbound Technology Drive. The Missouri Highway Patrol website indicates numerous crashes at this intersection, and the proper re-alignment is long overdue. This project will provide for a reconstructed intersection at the much-needed 90 degrees, allowing for improved sight detection and normal head movements from the SB Post Road motorists at the stop sign, attempting to enter upon Technology Drive. With 5 subdivisions served by Post Road, and the commercial components at each end, the proposed 10' wide shared-use path will provide this crucial connectivity.

CONTACT INFORMATION

Sponsoring Agency:	Weis Design Group
Contact Person Name:	Thomas Weis
Title:	
Telephone Number:	(636) 207-0832
E-mail Address:	wdg@weisdesigngroup.com
SIGNATURE	

signature

date



ST. CHARLES COUNTY ROAD BOARD

2024 - 2026 TIP FINANCIAL WORKSHEET

Post Rd. Phase 1

(Technology Dr. to Post Valley Dr.)

FUNDING FOR IMP	ROVEMENTS			Part a st	
	County	Sponsor	Federal	Other	Total
Design	\$180,291.20	\$45,072.80	\$0 00	\$0.00	\$225,364.0
Utility Relocations	\$0.00	\$0 00	\$0.00	\$0.00	\$0.0
Right-of-Way	\$144,000.00	\$36,000 00	\$0.00	\$0.00	\$180,000.0
Construction	\$625,888.00	\$156,472.00	\$1,300,000.00	\$0.00	\$2,082,360.0
TOTAL	\$950,179.20	\$237,544.80	\$1,300,000.00	\$0.00	\$2,487,724.00
PERCENT (%)	38 19%	9.55%	52.26%	0.00%	100.00%
FINANCIAL PLAN	an an an an			an an the	
Design	County	Sponsor	Federal	Other	Total
2024	\$180,291.20	\$45,072.80			\$225,364.00
2025					\$0.00
2026		_			\$0.00
Utility Relocations	County	Sponsor	Federal	Other	Total
2024					\$0.00
2025					\$0.00
2026		1			\$0.00
Right-of-Way	County	Sponsor	Federal	Other	Total
2024					\$0.00
2025	\$144,0 00.00	\$36,000.00			\$180,000.00
2026					\$0.00
Construction	County	Sponsor	Federal	Other	Total
2024					\$0.00
2025					\$0.00
2026	\$625,888.00	\$156,472.00	\$1,300,000.00		\$2,082,360.00

Estimate of Project Costs

Projec	t Sponsor: CITY OF DA	RDENNE PRAIRIE	
P	roject Title: POST ROAD	IMPROVEMENTS - P	HASE 1
	Date: 1/26/2023	4110	

ltem	Quantity	Unit	Unit Price	Amount
				\$0.00
CLEARING & GRUBBING	1	LS (\$25,000.00	\$25,000.00
EXCAVATION (PVMT MTRLS)	538	CY	\$36.00	\$19,368.00
EXCAVATION (UNCLASSIFIED)	204	CY	\$20.00	\$4,080.00
SOIL REMEDIATION (12" DEEP)	360	SY [\$70.00	\$25,200.00
EMBANKMENT IN PLACE	2,860	CY	\$25.00	\$71,500.00
	T			\$0.00
EROSION CONTROL	1 1	LS	\$11,000.00	\$11,000.00
FINAL GRADING & RESTORATION	1	LS	\$2,500.00	\$2,500.00
SEEDING & SOD	1,600	SY	\$15.00	\$24,000.00
		1	Ţ	\$0.00
RCP STORMSEWERS (VAR. SIZES)	1,262	LF 🗍	\$75.00	\$94,650.00
STORM STRUCTURES (GI/MH/FES)	34	EA	\$3,500.00	\$119,000.00
RCB CULVERT EXTENSION	1	LS [\$60,000.00	\$60,000.00
REINF CONC HDWALL W/ RAILING	1	EA	\$30,000.00	\$30,000.00
	T			\$0.00
FULL-DEPTH SAWCUT (PVMT.)	3,410	LF [\$5.00	\$17,050.00
FULL-DEPTH ASPH. PVMT.	3,100	SY	\$95.00	\$294,500.00
CONC. RD ENTR (TECH. DRIVE)	1 1	LS	\$50,000.00	\$50,000.00
CONC. ST. INTERSCTN REWORK	2	EA	\$18,000.00	\$35,000.00
CONC. DRIVEWAY APRON	50	SY I	\$80.00	\$4,000.00
VERT. CONC. CURB & GUTTER	3,740	14	\$45.00	\$168,300.00
2" ASPH SURF COURSE OVERLAY	450	TN	\$110.00	\$49,500.00
PVMT MARKINGS (THERMOPLST)	1 1	LS	\$7,500.00	\$7,500.00
STREET LIGHT (INCL INCIDENTLS)	9	EA	\$8,000.00	\$72,000.00
			SUBTOTAL	\$1,185,148.00

ltem	Quantity	Unit	Unit Price	Amount
SIGNAGE	1	LS (\$2,000.00	\$2,000.00
PATH MARKINGS (THERMOPLST)	1 1	LS	\$1,250.00	\$1,250.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
]		\$0.00
		I.	1	\$0.00
			1	\$0.00
				\$0.00
			Ţ	\$0.00
			1	\$0.00
			·····	\$0.00
		I	10-	\$0.00
	I		(\$0.00
			SUBTOTAL	\$3,250.00

ltem	Quantity	Unit	Unit Price	Amount
10' WIDE SHARED USE PATH	2,333	SY	\$70.00	\$163,310.00
CROSSWALK PVMT MARKINGS	3	EA	\$900.00	\$2,700.00
ADA RAMPS W TRUNCTD DOMES	4	EA	\$1,200.00	\$4,800.00
SOLAR CROSSWA LKSIGNALS	3	EA	\$5,00 0.00	\$15,000.00
SOLAR L TE SAFETY BOLLARDS	11	EA	\$3,000.00	\$33,000.00
SIGNAGE	1 1	LS	\$1,800.00	\$1,800.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
N 75517 M (7 115 N (2 1000 A 1 1000 A 1 100 A				\$0.00
PIN 197 (199 Bigli)				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
		l.	19	\$0,00
				\$0.00
				\$0.00
			SUBTOTAL	\$220,610.00

ltem	Quantity	Unit	Unit Price	Amount
				\$0.00
	<u> </u>	Í		\$0.00
				\$0.00
		l		\$0.00
				\$0,00
		1	h h	\$0.00
	1 1			\$0.00
		1		\$0.00
	50 C	-75	SUBTOTAL	\$0.00

Item	Quantity	Unit	Unit Price	Amount
MOBILIZATION/CONSTR. STAKING	1	LS	\$60,000.00	\$60,000.00
TRAFFIC CONTROL	1 1	ا كا	\$20,000.00	\$20,000.00
REMOVAL OF IMPROVEMENTS	1 1	ا کا	\$23,000.00	\$23,000.00
WATER, SEWER ADJ / RELOCATE	1	LS	\$15,000.00	\$15,000.00
PHONE/COMM ADJ / RELOCATE	1	LS [\$12,000.00	\$12,000.00
ELEC POLE RELOCATIONS	1	LS	\$25,000.00	\$25,000.00
RETAINING WALL	1	LS	\$75,000.00	\$75,000.00
				\$0.00
			SUBTOTAL	\$230,000.00

с.	Construction Cost Total	\$1,639,008.00
	Contingency	\$163,900.80
	Inflation	\$162,261.79
	Preliminary Engineering	\$225,363.60
	Right-of-Way	\$180,000.00
	Construction Engineering/Inspection	\$117,189.07
	Project Total *	\$2,487,723.26

• The project total cost should match the total cost reported in the project application. Add lines as needed.

Activity Description	Start Date (MM/YYYY)	Finish Date (MM/YYYY)	Time Frame (Months)
Receive notification letter	10/2023	10/2023	1
Execute agreement (project sponsor and DOT)	11/2023	01/2024	3
Engineering services contract submitted and approved*	10/2024	01/2025	4
Obtain environmental clearances (106, CE2, T&E, etc.)	02/2025	03/2025	2
Public meeting/hearing	03/2025	03/2025	1
Develop and submit preliminary plans	03/2025	09/2025	6
Preliminary plans approved	09/2025	10/2025	2
Develop and submit right-of-way plans	09/2025	12/2026	3
Review and approval of right-of-way plans	02/2026	04/2026	3
Submit and receive approval for notice to proceed for right-of-way acquisition (A-Date)*	04/2026	05/2026	2
Right-of-way acquisition	05/2026	10/2026	6
Utility coordination	09/2025	09/2026	12
Develop and submit PS&E	05/2026	09/2026	5
District approval of PS&E/advertise for bids*	09/2026	10/2026	2
Submit and receive bids for review and approval	11/2026	12/2026	2
Project implementation/construction	03/2027	11/2027	9

FINANCIAL PLAN

Note: federal participation for a phase of work must not exceed 80% in Missouri for all phases of work and 80% in Illinois for prestruction/construction ensurements phase only. In Illinais, PE and right of way must be edid with local lunds

Activity		itarting eral Fiscal Year ⁷	Total (Co		STP-S Funds Requested	Sponsor Share	Sponsor Share Percentage
PE / Planning / Environmental Studies	FY	2025	\$ 225	,364		\$ 225,364	100.00%
Right-of-Way (ROW)	FY	2026	\$ 180,000			\$ 180,000	100.00%
Construction Engineering	FY	2027	\$ 117,189			\$ 117,189	100.00%
Construction / Implementation	FY	2027	\$ 1,965,171		\$ 1,300,000	\$ 665,171	33.85%
TOTAL PROJECT COST			\$ 2,487,724		\$ 1,300,000	\$ 1,187,724	47.74%
TOTAL PROJECT COST \$ 2,487 Identify the source(s) of local matching funds (e.g., state DOT, city, county, county road board, county				If St. C	harles County Roa	\$ 1,187,724 d Board is to fund 8 rd contributes \$950	0%

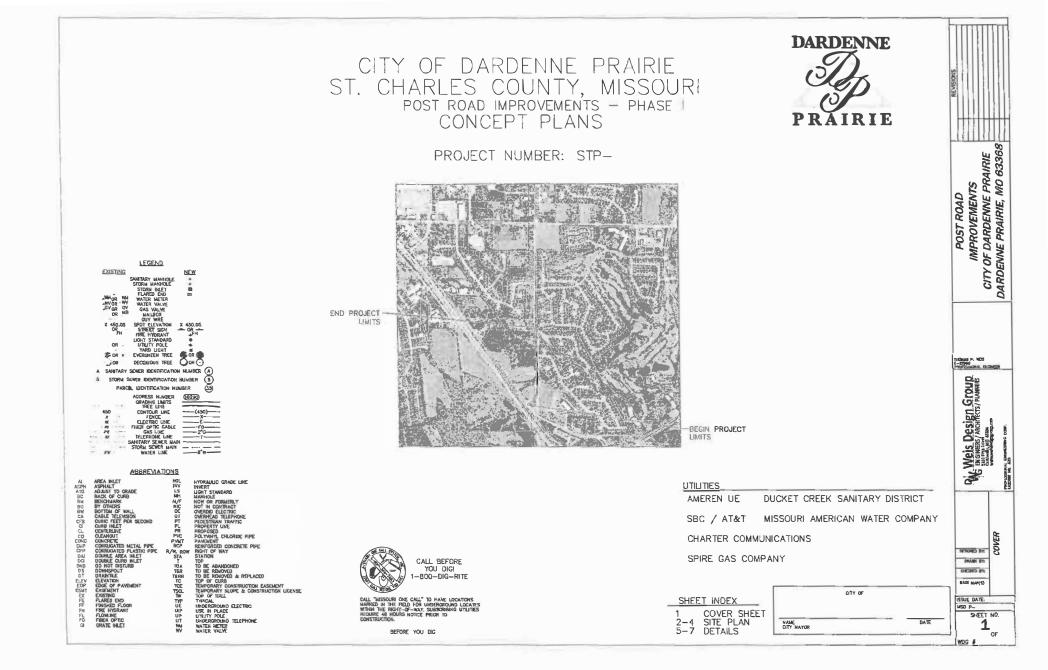
motor fuel tax, private entity), and the amount for the City contributes \$237,544.80. each source:

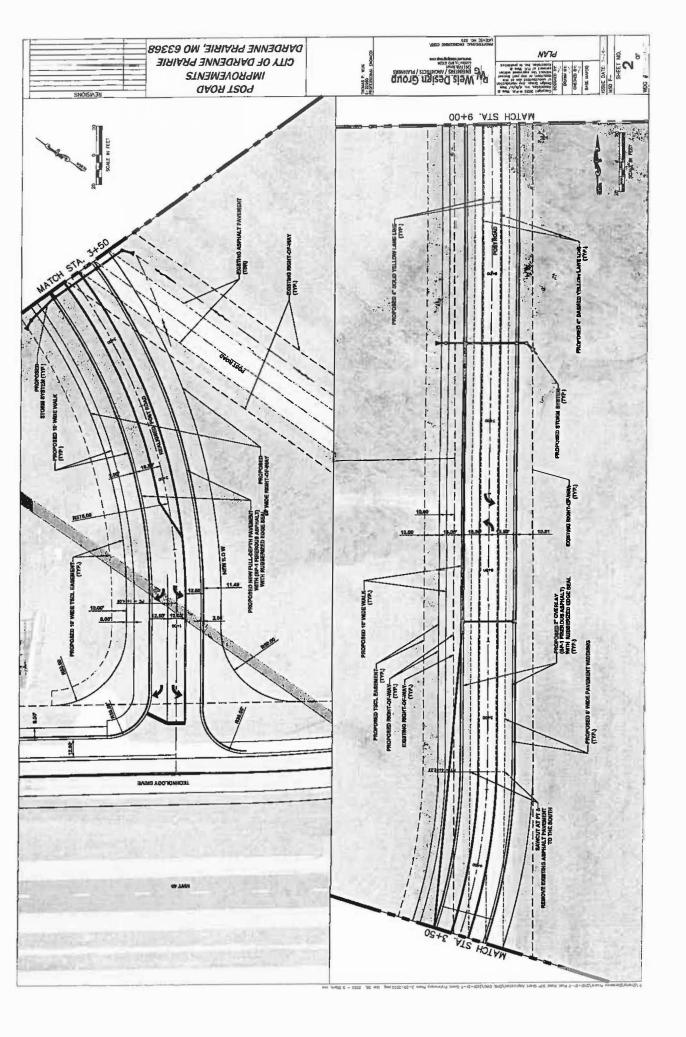
.

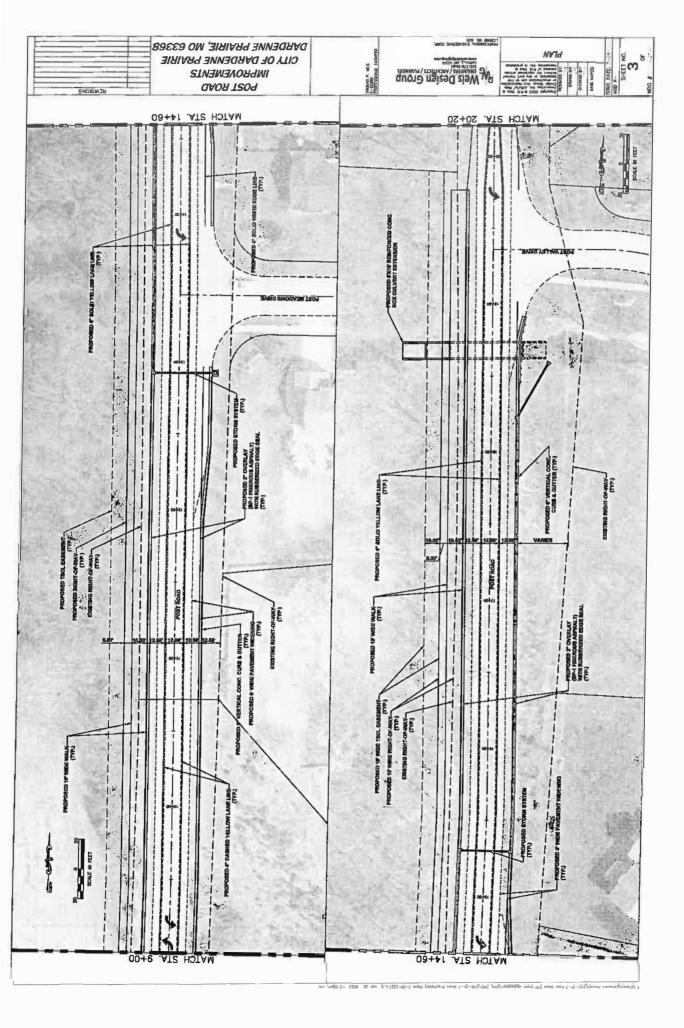
⁶ <u>Illinois:</u> construction/construction engineering funds are available in FY 2027.

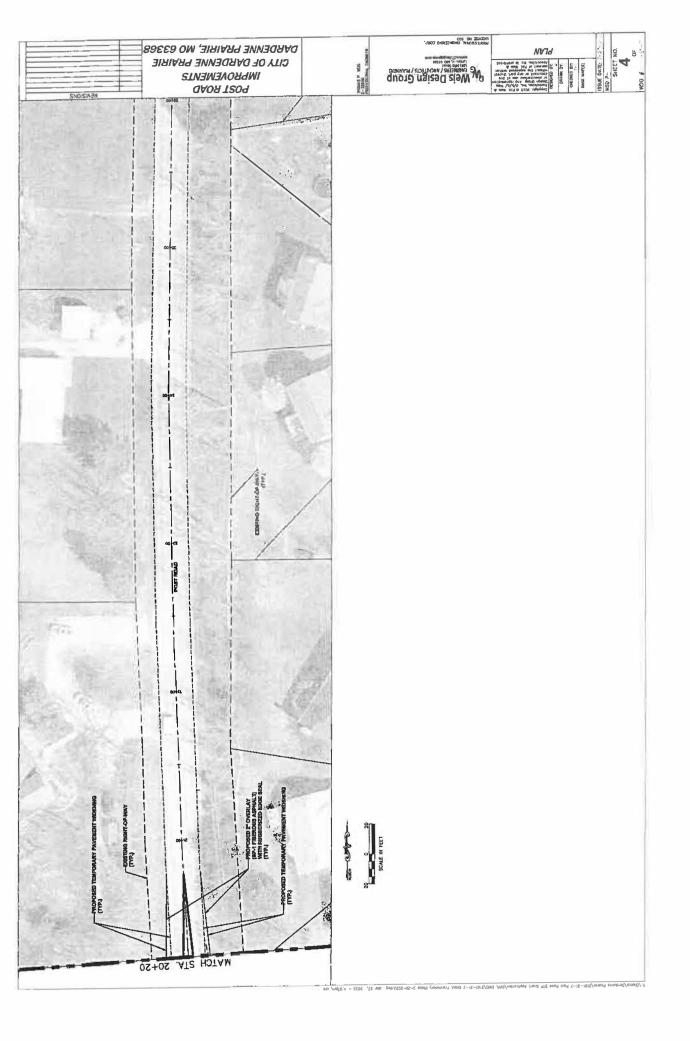
Missouri: preliminary engineering (PE) funds are available in FY 2024, right-of-way (ROW) in FY 2024 (only if PE is locally funded) OR FY 2025, and construction/construction engineering in FY 2026 (If ROW is scheduled for FY 2024) OR FY 2027.

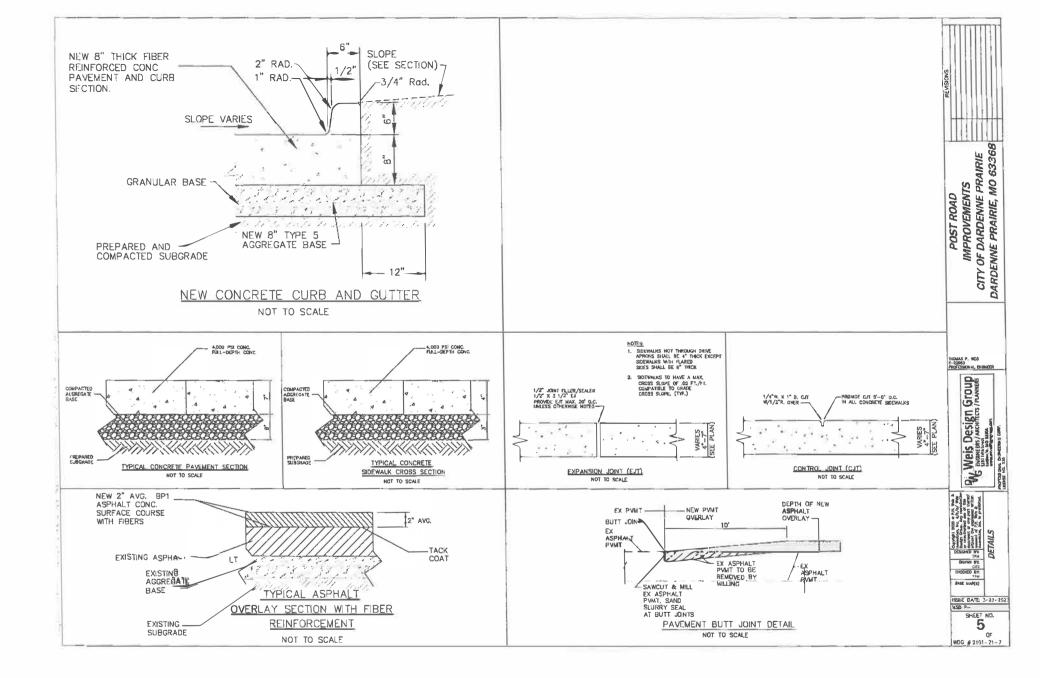
⁷ Fiscal years are federal fiscal years (October 1 through September 30).

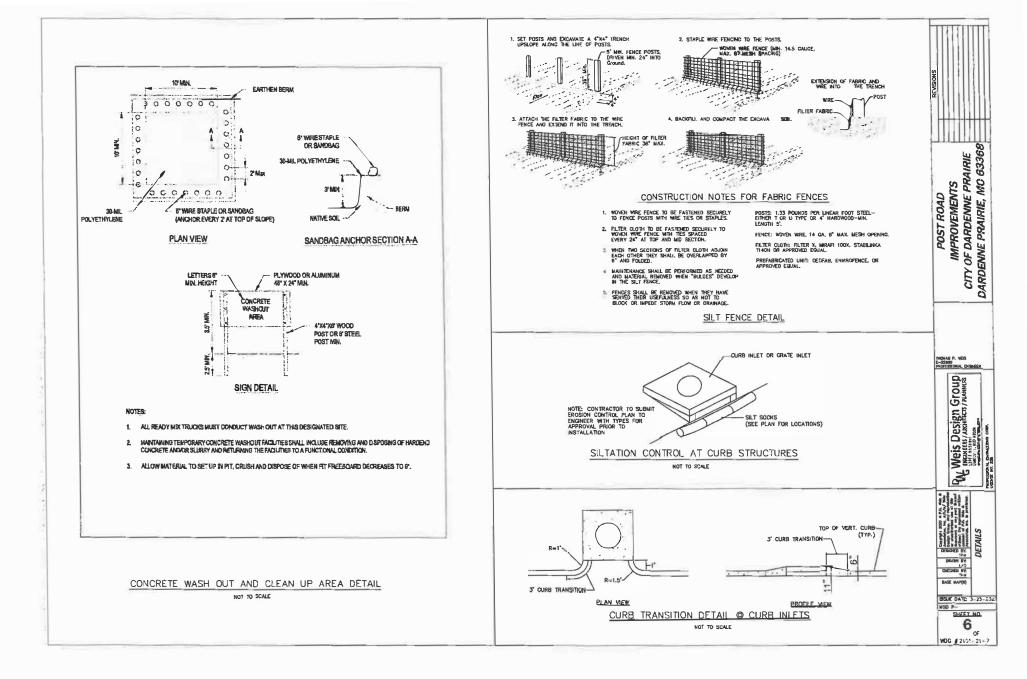


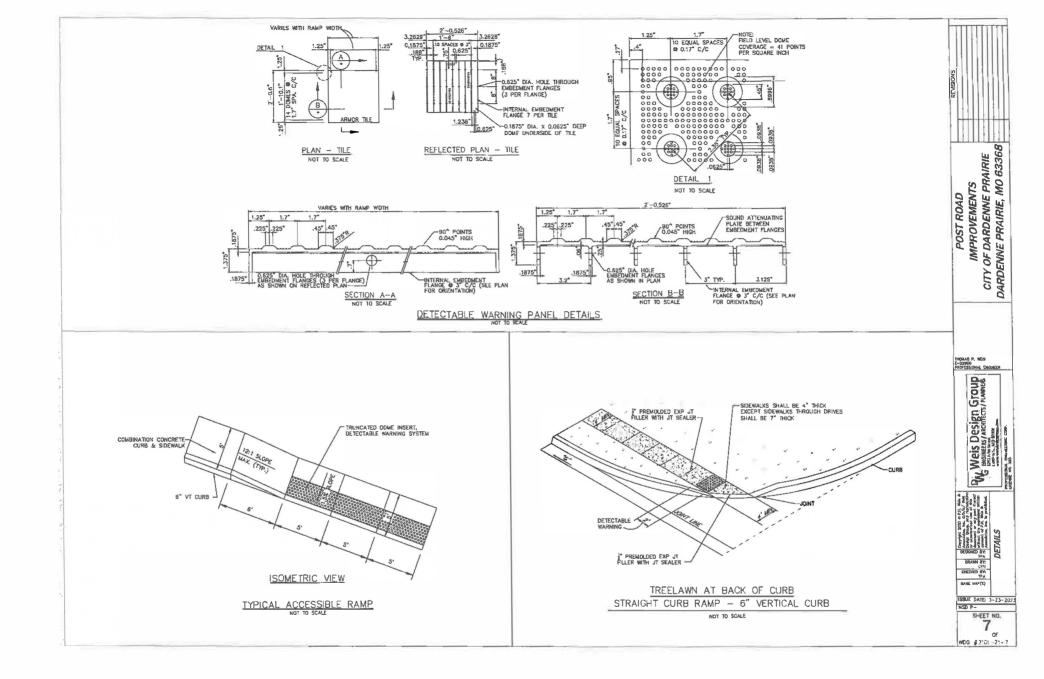




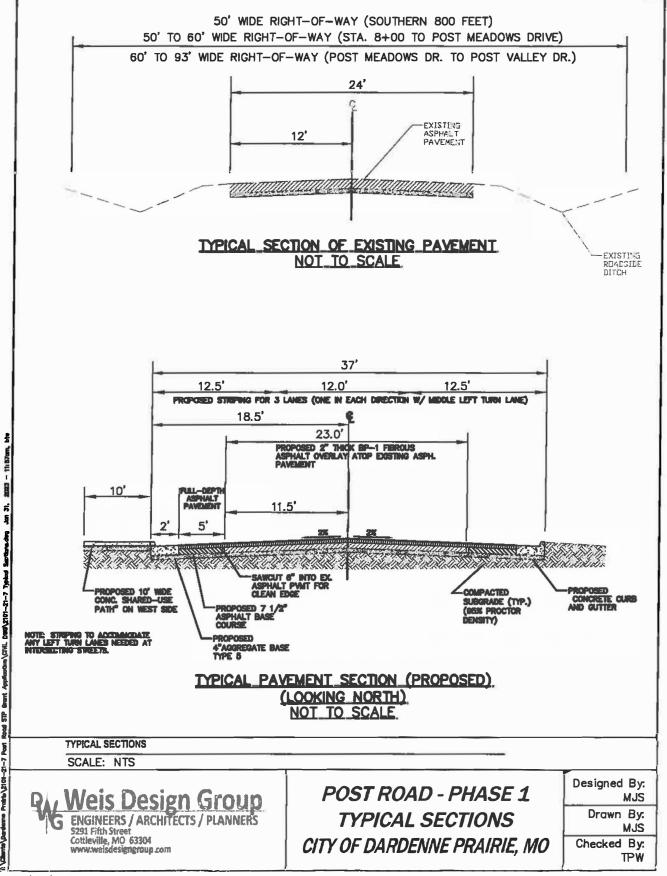














East-West Gateway Council of Governments (EWG) uses the Pavement Surface Evaluation and Rating (PASER) Manual to evaluate pavement condition. This visual rating system developed by the University of Wisconsin Transportation Information Center uses ratings ranging from 1 (failed) to 10 (excellent). If sponsors are unfamiliar with PASER, they are encouraged to review the PASER manuals online:

Asphalt Manual: <u>https://epd.wisc.edu/tic/wp-content/uploads/sites/3/2019/12/Asphalt-PASER_02_rev13.pdf</u> Concrete Manual: <u>https://epd.wisc.edu/tic/wp-content/uploads/sites/3/2019/12/Concrete-PASER_02_rep15.pdf</u>

INSTRUCTIONS:

The first evaluation should be performed at the beginning of the project limits, with subsequent evaluations occurring at a uniform distance each 1/8 mile (660 feet) along the roadway until reaching the other end of the limits. If the project is less than 3/8 mile (1,980 feet), conduct three evaluations at a uniform distance (e.g., a 1/4 mile project would include three evaluations, spaced 440' apart). If the project is greater than one mile in length, conduct at least eight evaluations at a uniform distance (e.g., a 1/4 mile project evaluations, spaced 990' apart).

Record the PASER rating for each location in the table below. Individual location ratings must be whole numbers. If multiple roadways are within the project limits, simply list the new roadway name in the column on the left. You may attach another sheet with additional locations if needed. <u>Attach an evaluation sheet for each location (see next pages)</u>, a picture of each location, and a map showing all <u>evaluation locations</u>. Select the evaluation sheet that matches the surface type (asphalt or concrete).

Roadway Name	Location #	Distance from start point	PASER Rating
Post Road	1	START	3
Post Road	2	660'	2
Post Road	3	1,320'	5
Post Road	4	1,980	6
	5		
	6		
	7		
	8		
	9		
	10		
	11		and and a first of the
	12		-1 5- 3)
	13		
	14		
	15		
	16		
		AVERAGE PASER:	4.0

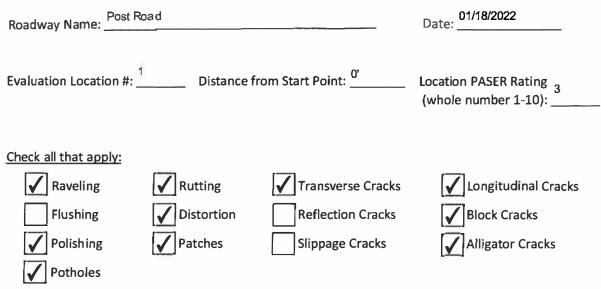


PASER #1 - POST ROAD

City of Dardenne Prairie

STP-S Grant: Post Road Imp.

Asphalt Evaluation Sheet (Provide this page for each location.) Roadway Name: ______



Comments:

Transverse cracks often showing raveling and crack erosion. Severe block cracking. Some alligator cracking (about 30% of the pavement). Patches are in poor condition and starting to wear away. Moderate distortion in some areas. Occasional potholes.

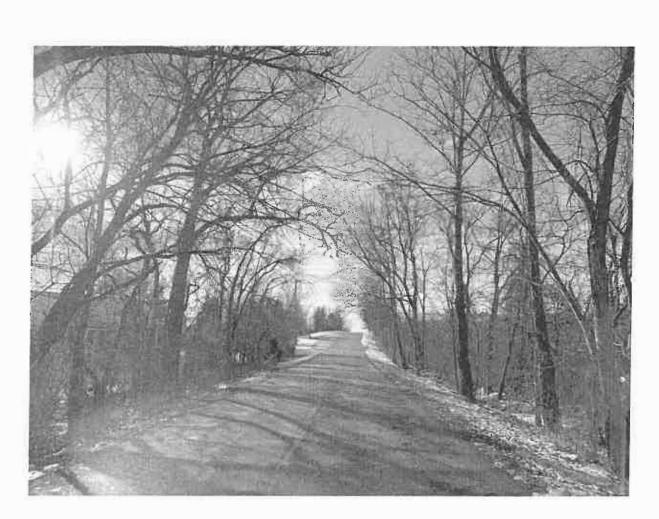
This area has significant blind spot and sight issues for the intersecting street. It is recommended that the street is to be lowered about 2 feet in this particular area to help lower the risk of collisions.

Drainage:

Poor

Comments:

There is no curb or gutter to help channel the water away from the road. The pavement has some areas of ponding. Water does not have direction on where it needs to go.



PASER #2 - POST ROAD

City of Dardenne Prairie

STP-S Grant: Post Road Imp.

Asphalt Evaluation Sheet (Provide this page for each location.) 01/18/2022 Date: Roadway Name: ____ Evaluation Location #: _____ Distance from Start Point: _____ Location PASER Rating 2 (whole number 1-10): Check all that apply: Longitudinal Cracks Raveling Rutting Transverse Cracks Distortion Flushing Reflection Cracks **Block Cracks** Polishing Patches Slippage Cracks **Alligator Cracks** Potholes

Comments:

Alligator Cracking over 40% of the surface. Rutting is apparent in the wheel path. Extensive patching that is failing. Potholes are in significant areas. Transverse cracks are also showing.

Drainage:

Poor

Comments:

There is no curb or gutter to help channel the water away from the road. The pavement has some areas of ponding. Water does not have direction on where it needs to go.



PASER #3 - POST ROAD

City of Dardenne Prairie

STP-S Grant: Post Road Imp.

Asphalt Evaluation Sheet (Provide this page for each location.)						
Roadway Name:	Date:					
Evaluation Location #:	Location PASER Rating 5 (whole number 1-10):					
Check all that apply: Raveling Flushing Poliching	Rutting Distortion	Transverse Cracks	Longitudinal Cracks			
Polishing Potholes	Patches	Slippage Cracks	Alligator Cracks			

Comments:

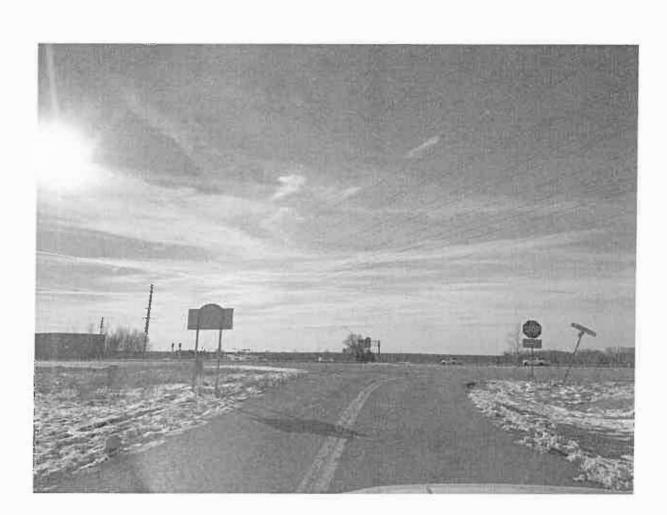
Slight raveling (loss of fines) and traffic wear. Longitudinal cracks. Transverse cracks. First sign of block cracks. Some signs of alligator cracking as well.

Drainage:

Fair

Comments:

There is no curb or gutter to help channel the water away from the road. The pavement has some areas of ponding. Water does not have direction on where it needs to go.



PASER #4 - POST ROAD

City of Dardenne Prairie

STP-S Grant: Post Road Imp.

Asphalt Evaluation Shee (Provide this page for ea			
Roadway Name:	Date:		
Evaluation Location #:	Distance f	rom Start Point:	Location PASER Rating (whole number 1-10):
Check all that apply:			
Raveling	Rutting	Transverse Cracks	V Longitudinal Cracks
Flushing	Distortion	Reflection Cracks	Block Cracks
Polishing	Patches	Slippage Cracks	Alligator Cracks
Potholes			
Commonte			

<u>Comments:</u>

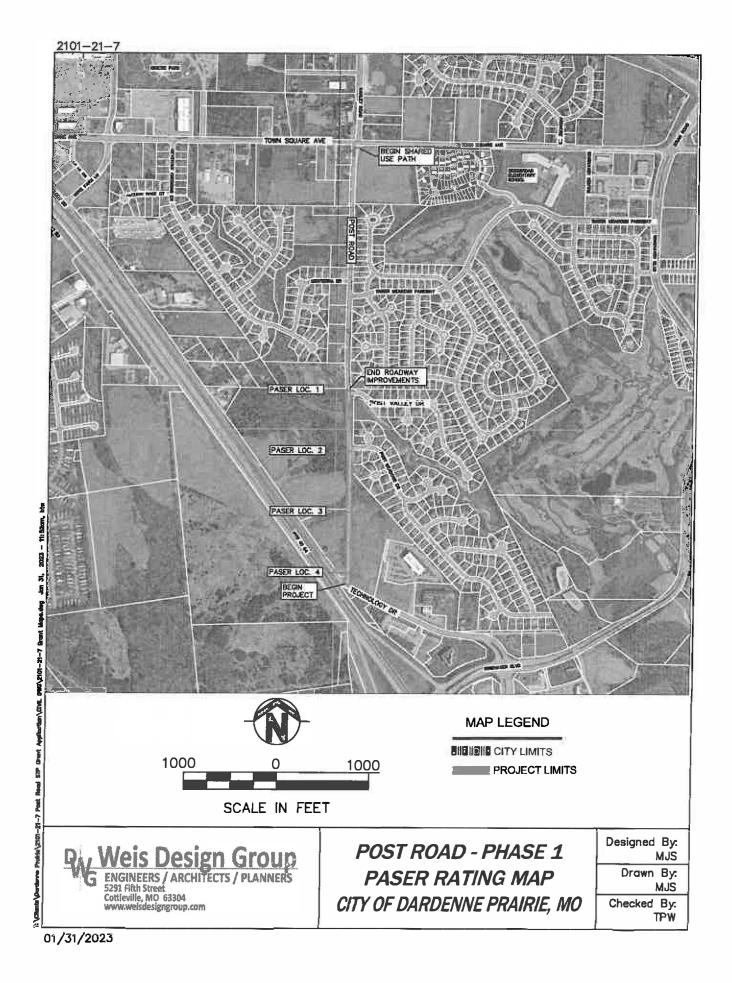
Slight raveling (loss of fines) and traffic wear. Longitudinal cracks. Transverse cracks. First sign of block cracks.

Drainage:

Fair

Comments:

There is no curb or gutter to help channel the water away from the road. The pavement has some areas of ponding. Water does not have direction on where it needs to go.





Missouri Department of Transportation

1590 Woodlake Drive Chesterfield, Missouri 63017-5712 314.275.1500 Fax: 573.522.6475 1.888.ASK MODOT (275.6636)

January 30, 2023

Mr. Michael Shillito City Engineer – Weiss Design Group 2032 Hanley Road Dardenne Prairie, MO 63368

Dear Mr. Shillito:

This letter is to provide MoDOT's support for the City of Dardenne Prairie's request for STP funds to reconstruct Post Road starting at Town Square Blvd. and terminating at Technology Drive.

MoDOT realizes that a portion of these improvements will be needed on MoDOT right-of-way and that we will have to review the specific plans for improvements and requirements on the state system before final design plans are approved and construction can begin. Your concept exhibit shows a proposed acceleration lane from southbound Post Road to go west on Technology. We do not believe this will be well utilized by motorists and would instead require a right turn lane from westbound Technology onto northbound Post Road.

- MoDOT supports the project for the City to administer the design, right of way acquisition (if required), and construction of the project.
- The project will be administered through the MoDOT LPA Department and follow MoDOT's LPA policies.
- MoDOT's Engineering Policy Guide, Standards & Specifications will govern the design of the project components on state right-of-way.
- If applicable, all right-of-way acquisition must follow the Uniform Act and be performed by a MoDOT pre-qualified right-of-way consultant.
- A permit for this work will be required and MoDOT staff will review & comment on the plans as part of the LPA process.

If you have any further questions, please contact Andy Tuerck, our St. Charles County Area Engineer at 314-453-5046 or by email at <u>andrew.tuerck@modot.mo.gov.</u>

Sincerely,

Thomás K. Blair, P.E. St. Louis District Engineer

Cc: Andy Tuerck - slae



Our mission is to provide a world-class transportation system that is safe, innovative, reliable and dedicated to a prosperous Missouri.

www.modot.org



100 NORTH MAIN STREET O'FALLON, MISSOURI 63366 636.240.2000 FACSIMILE 636.978-4144 www.ofallon.mo.us

January 31, 2023

John Gotway Mayor City of Dardenne Prairie, MO 63368

PROJECT: Post Road Improvement Project SUBJECT: Letter of Support

Dear Mayor Gotway:

This letter from the City of O'Fallon, MO is intended as a demonstration of our support for the Post Road Improvements Project that your agency is submitting for consideration to the East West Gateway Council of Governments.

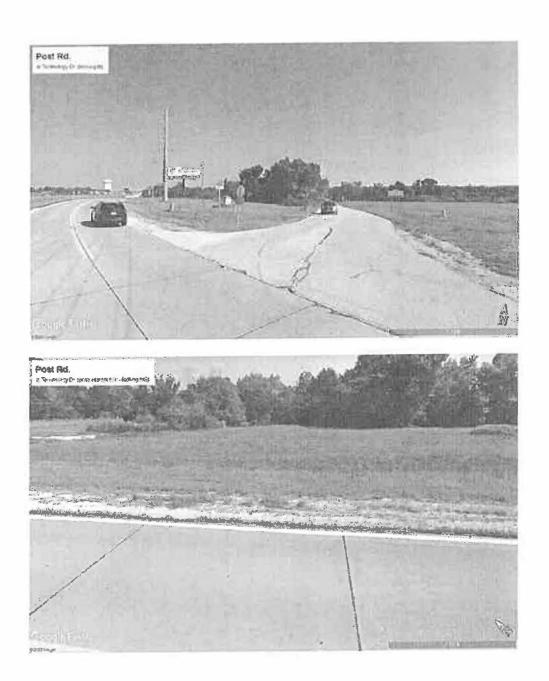
While the City of O'Fallon is not a co-sponsor for this application and cannot provide any financial support for the project at this time, we believe that this project will serve to improve the existing conditions in the area. Therefore, on behalf of City of O'Fallon, I offer my full support for this project to proceed.

Sincerely,

Wade Modembe

Wade Montgomery, P.E. Director of Engineering O'Fallon, Missouri

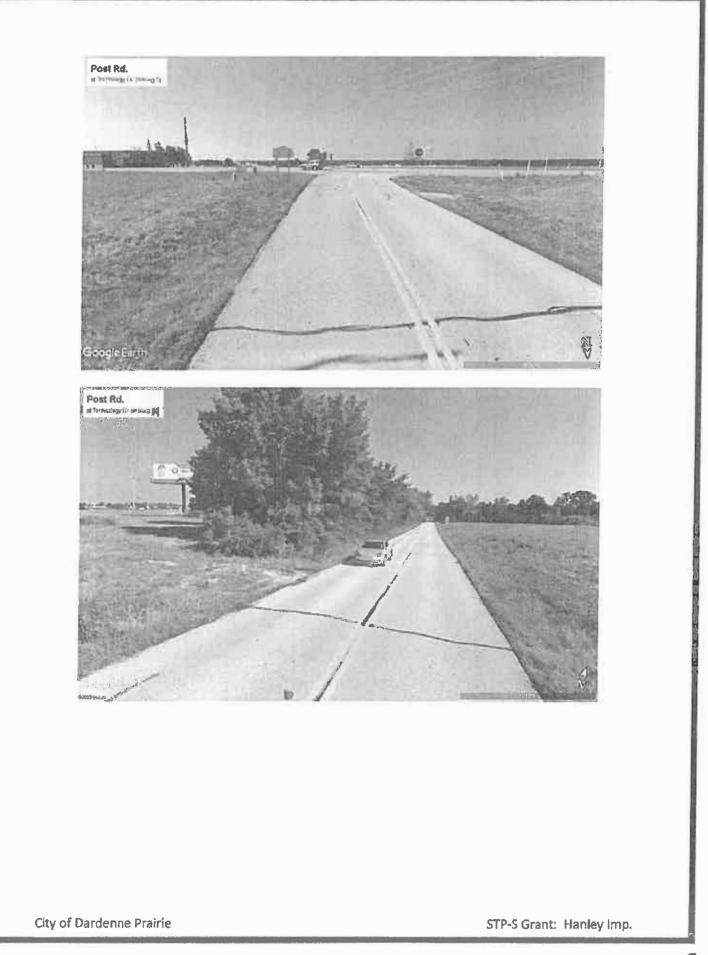


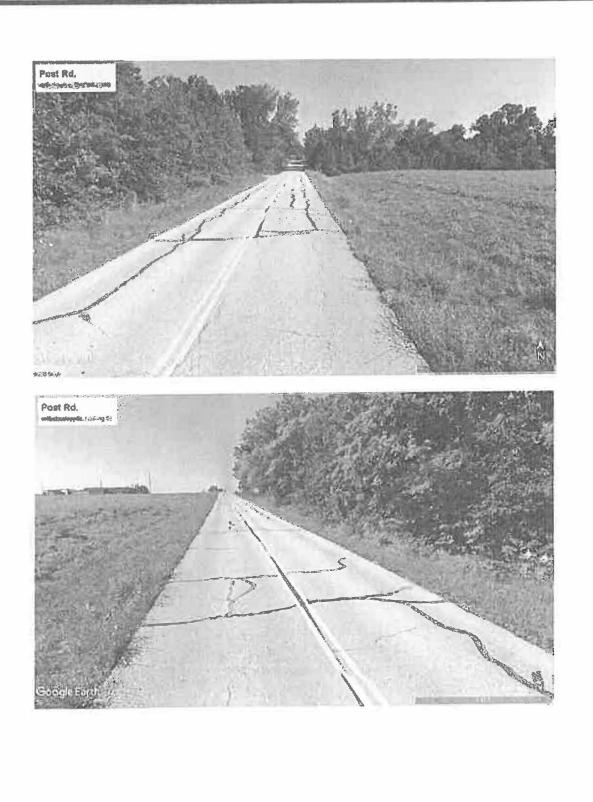


City of Dardenne Prairie

STP-S Grant: Post Road Imp.

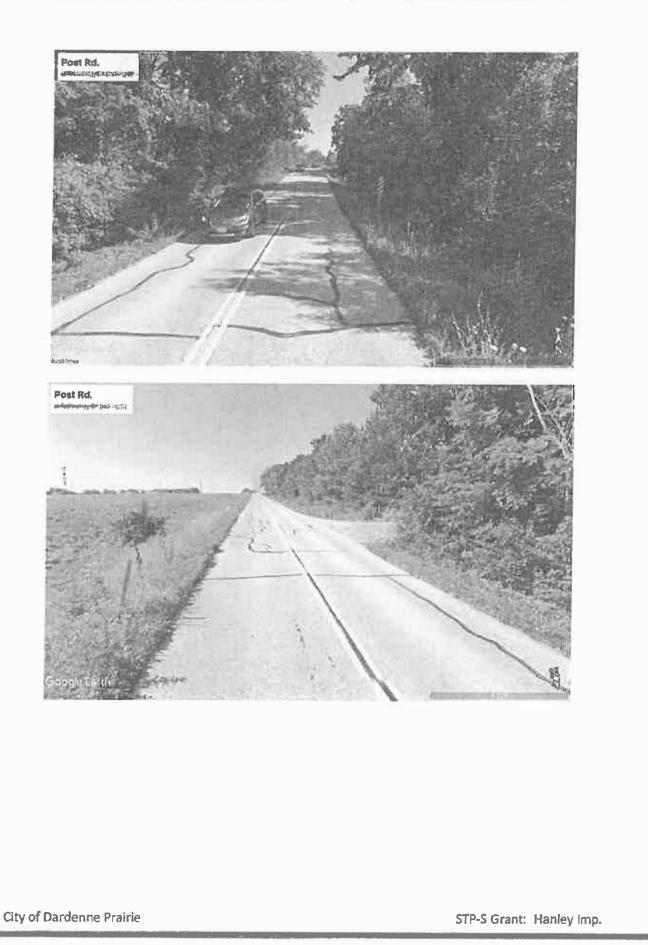
1

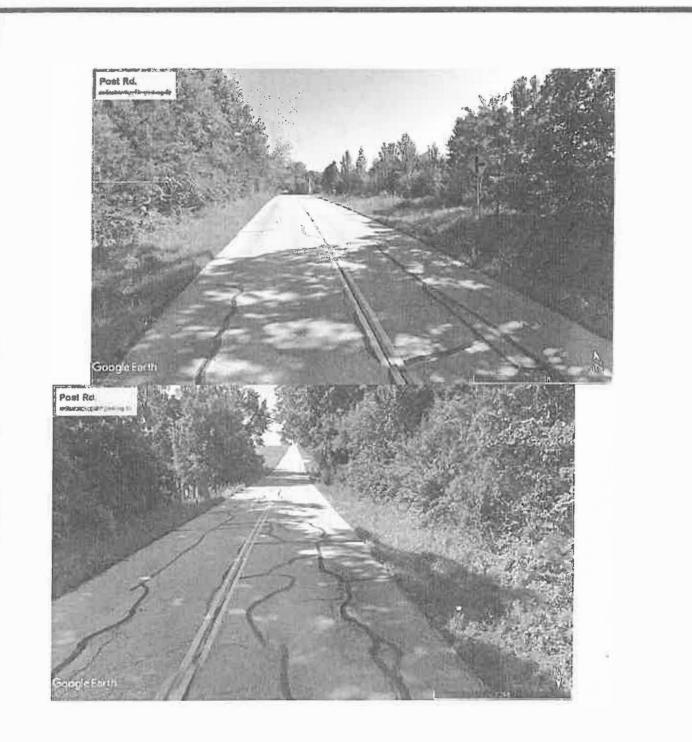




City of Dardenne Prairie

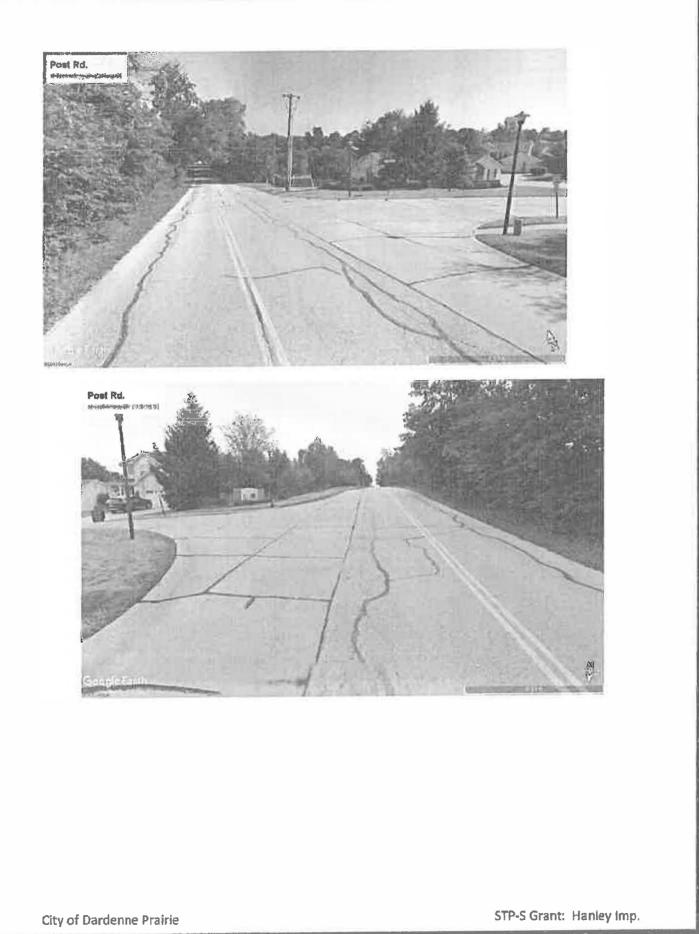
STP-S Grant: Hanley Imp.

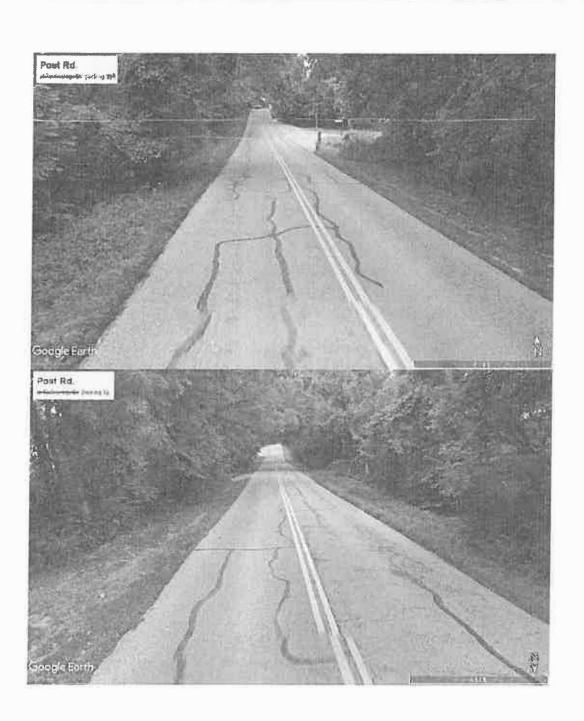




City of Dardenne Prairie

STP-S Grant: Hanley Imp.





STP-S Grant: Hanley Imp.

7

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO SUBMIT A FY 2024 TO FY 2026 TRANSPORTATION IMPROVEMENT PROGRAM APPLICATION WITH THE ST. CHARLES COUNTY ROAD BOARD FOR FINANCING OF IMPROVEMENTS TO HANLEY RD, PHASE 2

WHEREAS, the Board of Aldermen of the City of Dardenne Prairie, Missouri (the "City"), has expressed its intention to make improvements to Hanley Rd (the "Project"); and

WHEREAS, the total cost of the Project is estimated to be \$452,478.62 (the "Project Cost"); and

WHEREAS, the Board of Aldermen plans to submit a 2024 to 2026 Surface Transportation Block Grant (STBG) Application with East-West Gateway Council of Governments ("East-West Gateway") for receipt of federal funds to offset the Project Cost; and

WHEREAS, St. Charles County has expressed its support of the Project, and the Board of Aldermen now desires to submit an application to the St. Charles County Road Board for the FY 2024 to FY 2026 Transportation Improvement Program (TIP) for the Project to further offset the City's share of the Project Cost (the "Application"); and

WHEREAS, there is no fee for submitting the Application to the St. Charles County Road Board.

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 shall be and is hereby authorized and directed to execute and submit the Application, a copy of which is attached hereto as **Exhibit A** and incorporated by reference herein, to the St. Charles County Road Board requesting funds for the Project.

SECTION 2. That the City Engineer, Mayor, and City Administrator are 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 Application, and to perform all of the terms, provisions and conditions of the Application. Any and all acts which the City Engineer, Mayor, or City Administrator, or all, 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.** <u>Severability Clause:</u> 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. <u>Effective Date</u>: This Ordinance shall be in full force and take effect from and after its final passage and approval.

SECTION 5. <u>Savings</u>: 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 Hanley Road Improvements Ph 2

Sponsor Dardenne Prairie

Project No. RB23-000003

Project Type Other

TOTAL FUNDING

Total	County	Sponsor	Federal	Other
\$452,478.62	\$72,396.58	\$18,099.14	\$361,982.90	\$0.00

Project Description

This minor collector is a thoroughfare for pedestrians and motorists. It represents a corridor that supplements the demand placed on Town Square Avenue running West-East, which has direct access to Highway 364. This project connects to various parks around the area such as City Hall Park, and Kinetic Park. It serves as direct access to City Hall of Dardenne Prairie. It also serves as direct access to various schools such as Immaculate Conception Catholic School, Barfield Early Childhood Care Center, Twin Chimney's Elementary School and Prairie View Elementary School. The project also serves as an access road to local grocery stores and department stores such as Target, Schnucks, and J.C. Penny along Town Square Avenue.

The existing roadway is an asphalt pavement road with various thicknesses throughout the project (6"-8" thick) with a 4" thick aggregate base. The full width of pavement is typically 41' wide (back of curb to back of curb), with 6" vertical curb and gutter. Hanley Road has been striped to have two (2) lanes with one (1) in each direction and a side parking on either side to supplement the City's park events and school events around the area.

The proposed improvements include pavement preservation, pedestrian improvements, and bicyclist improvements. High visibility crosswalk striping is to be used at the pedestrian crossings. This will result in safer conditions for those with sight impairments. The roadway improvements will be to mill the existing surface down 1.5" to 1.75" and overlaid with a 1.75 to 2" surface. The proposed surface course is to utilize fibers. The use of reflective crack control asphalt will extend the life of the newly placed asphalt, providing a safer traveling surface and more efficient travel for all vehicles. Miscellaneous concrete repairs along the sidewalks will be implemented, along with miscellaneous curb repair. Share Lane Markings or "sharrows" will also be implemented for bicyclist and motorist safety since this project is on a bicycle friendly road. This project will be following the guidelines shown on the Gateway Bike Plan's "Recommended on-Street Facility." The proposed project will preserve the integrity of this important collector road.



Road Board Application

PROJECT INFORMATION

Permit #:	RB23-000003	Project Ty	pe:	Other
Name:	Hanley Road Improvements	: Ph 2		
Limits:	From Feise Road to Town Square Avenue (0.51 Miles)			
Lane Miles:	1.02 miles			
Federal Functional Classification:	4 - Minor Collector			
Anticipated useful life of the proposed improvements (years):	25	Estimated	date of completion:	08/31/2026
Other Information				
Traffic Volume ADT:	Existing / Future	2,108 /	Projected	2,108
Construction Year:	1985			

PROJECT DESCRIPTION

This minor collector is a thoroughfare for pedestrians and motorists. It represents a corridor that supplements the demand placed on Town Square Avenue running West-East, which has direct access to Highway 364. This project connects to various parks around the area such as City Hall Park, and Kinetic Park. It serves as direct access to City Hall of Dardenne Prairie. It also serves as direct access to various schools such as Immaculate Conception Catholic School, Barfield Early Childhood Care Center, Twin Chimney's Elementary School and Prairie View Elementary School. The project also serves as an access road to local grocery stores and department stores such as Target, Schnucks, and J.C. Penny along Town Square Avenue.

The existing roadway is an asphalt pavement road with various thicknesses throughout the project (6"-8" thick) with a 4" thick aggregate base. The full width of pavement is typically 41' wide (back of curb to back of curb), with 6" vertical curb and gutter. Hanley Road has been striped to have two (2) lanes with one (1) in each direction and a side parking on either side to supplement the City's park events and school events around the area.

The proposed improvements include pavement preservation, pedestrian improvements, and bicyclist improvements. High visibility crosswalk striping is to be used at the pedestrian crossings. This will result in safer conditions for those with sight impairments. The roadway improvements will be to mill the existing surface down 1.5" to 1.75" and overlaid with a 1.75 to 2" surface. The proposed surface course is to utilize fibers. The use of reflective crack control asphalt will extend the life of the newly placed asphalt, providing a safer traveling surface and more efficient travel for all vehicles. Miscellaneous concrete repairs along the sidewalks will be implemented, along with miscellaneous curb repair. Share Lane Markings or "sharrows" will also be implemented for bicyclist and motorist safety since this project is on a bicycle friendly road. This project will be following the guidelines shown on the Gateway Bike Plan's "Recommended on-Street Facility." The proposed project will preserve the integrity of this important collector road.

CONTACT INFORMATION

Sponsoring Agency:	Weis Design Group
Contact Person Name:	Thomas Weis
Title:	
Telephone Number:	(636) 207-0832
E-mail Address:	wdg@weisdesigngroup.com
SIGNATURE	

signature

date



03-14-2023

2101-21-3

ST. CHARLES COUNTY ROAD BOARD

2024 - 2026 TIP FINANCIAL WORKSHEET

CITY OF DARDENNE PRAIRIE - HANLEY ROAD

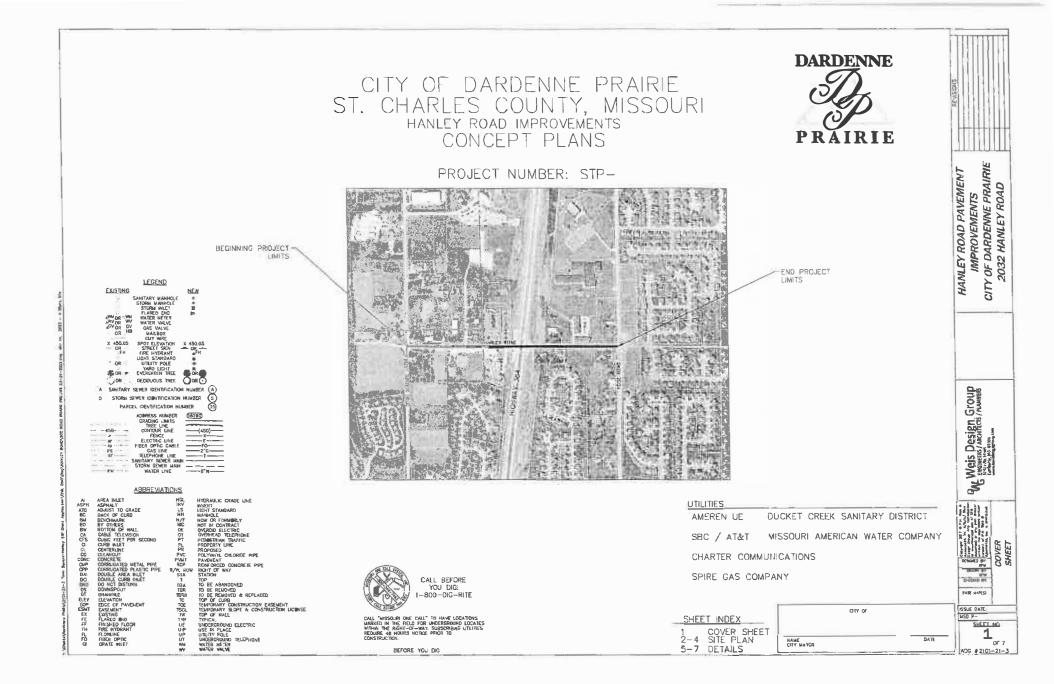
	County	Sponsor	Federal	Other	Total
Design	\$0.00	\$0.00	\$0 00	\$0.00	\$0.0
Utility Relocations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.0
Right-of-Way	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction	\$72,396.58	\$18,099.14	\$361,982.90	\$0.00	\$452,478.62
TOTAL	\$72,396.58	\$18,099.14	\$361,982.90	\$0.00	\$452,478.62
PERCENT (%)	16.00%	4.00%	80.00%	0.00%	100.00%
FINANCIAL PLAN	- 2412 x x x 3	14 - 14 - 14 - 14 - 14 - 14 - 14 - 14 -	Ng a thing the state	* % S ¹¹ ¹² 6 *	5 . E I
Design	County	1	Federal	Other	Total
2024	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2025	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2026	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Utility Relocations	County	Sponsor	Federal	Other	Total
2024	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2025	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2026	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Right-of-Way	County	Sponsor	Federal	Other	Total
2024	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2025	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2026	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction	County	Sponsor	Federal	Other	Total
2024	\$0.00	\$0.00	\$0.00	\$0.00	\$0 00
2025	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2026	\$72,396.58	\$18,099.14	\$361,982.90	\$0.00	\$452,478.62

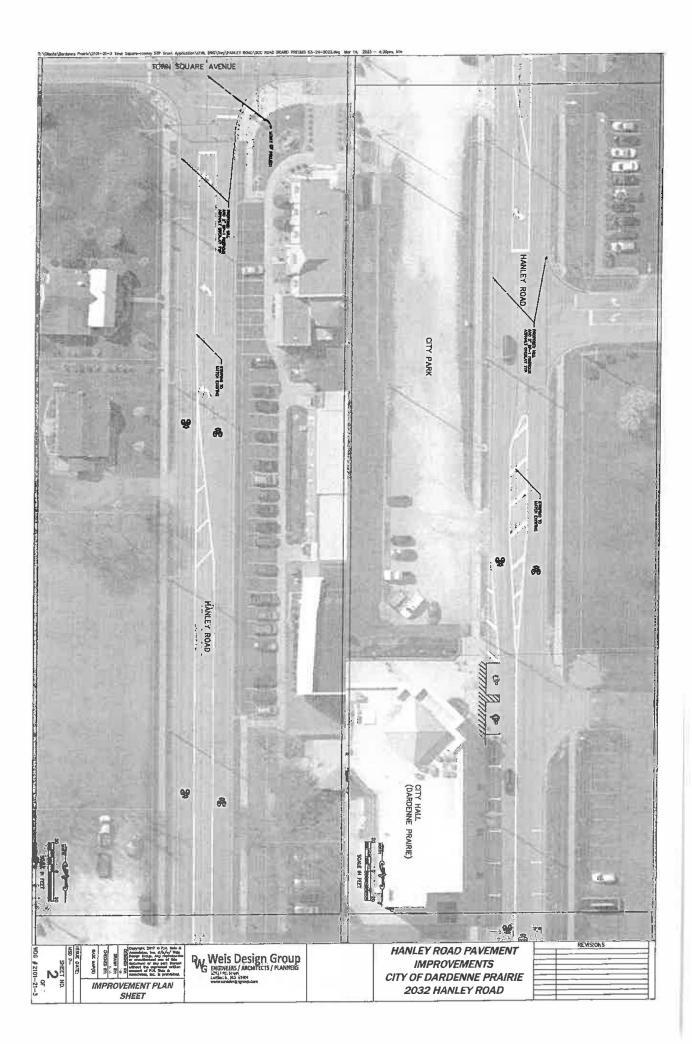
Estimate o	f Project Costs		100	
		- Dest els		
	Project Sponsor: City of Dardenn	erraira	······································	
	Project Title: Hanley Road Date: 1/19/2023			
	Date. 17 13/2023			
Specific Roadway Items		and the second s		
Item	Quantity	Unit	Unit Price	Amount
Mobilization	1 1	1 15	\$40,000.00	\$40,,000
Construction Staking	Î 1	LS	\$2,000.00	\$2,000
Silt Socies	20	EA	\$50.00	\$1,000
Remove and Replace Existing Curb and Gutter	1 350	LF	\$50.00	\$17,500.
Adjust Manhole to Grade	3	EA	\$275.00	\$825.
Adjust Water Valves to Grade	4	EA	\$175.00	\$700.
-ull Width Milling	12,320	SY	\$4.50	\$55,440
2" Average Thick BP-1 Fiberous Asphalt Surface Course Overlay	1,448	ί TN	\$102.00	\$147,738.
		200	SUBTOTAL	\$265,203.
ipecific Bicycle Items	and the second se			
tem	Quantity	Unit	Unit Price	Amount
hare the Road Signs (With Posts)	6	EA	\$700.00	\$4,200.
Share the Road Pavement Marking Symbols	6	EA EA	\$800.00	\$4,800.0
	1	1 10	SUBTOTAL	\$9,000.
		0 ever 1	JUDIOLAL	\$9,0007
ipecific Pedestrian Items				
tem	Quantity	Unit	Unit Price	Amount
Remove and replace 5' Wide Concrete Sidewalk (4" thick and to include subbase)	100	SY SY	\$85.00	\$8,500.0
Painted White Crosswalk Pavement Solid Striping	1	EA	\$800.00	\$800.0
Painted White Crosswalk Pavement Dashed Striping		EA	\$800.00	\$800.0
			SUBTOTAL	\$10,100.0
Specific Transit Items				
tem	Quantity	Unit	Unit Price	
hermoplastic 36" Wide Solid White Stop Bar Striping	1	LS	\$3,000.00	Amount
hemoplastic Turn Arrow		EA	the second	\$3,000.0
hermoplastic Straight Arrow	2	EA	\$350.00 \$375.00	\$750.0
hermoplastic 4" Wide Solid Yellow Pavement Striping	1		\$13,000.00	Contract of the local division of the local
hermoplastic 4" Wide Solid White Pavement Striping	1		\$13,000.00	\$13,000.0
hermoplastic 4" Wide Solid White On-Street Parking Marking	1		\$13,000.00	\$13,000.0
		L3	58,100.00	\$8,100.0
		*****		\$0.0
		<u> </u>	SUBTOTAL	\$0.0
			SUBIOIAL	\$40,650.0
liscellaneous Other Items		in the second second	100.00	17.05
	Quantity	Unit	Unit Price	Amount
		LS	\$15,000.00	\$15,000.0
	<u>j</u> 1	L3 [
	<u>j 1</u>		SUBTOTAL	\$15,000.0
	<u>1</u>		SUBTOTAL	\$15,000.0
	1		SUBTOTAL Construction Cost	\$15,000.0
	1		SUBTOTAL Construction Cost Conting_ency	\$15,000.0 <u>\$339,953.8</u> \$33,995.3
em affic Control (Includes type III barricades, channelizers, and changeable message boards)			SUBTOTAL Construction Cost	\$15,000.0

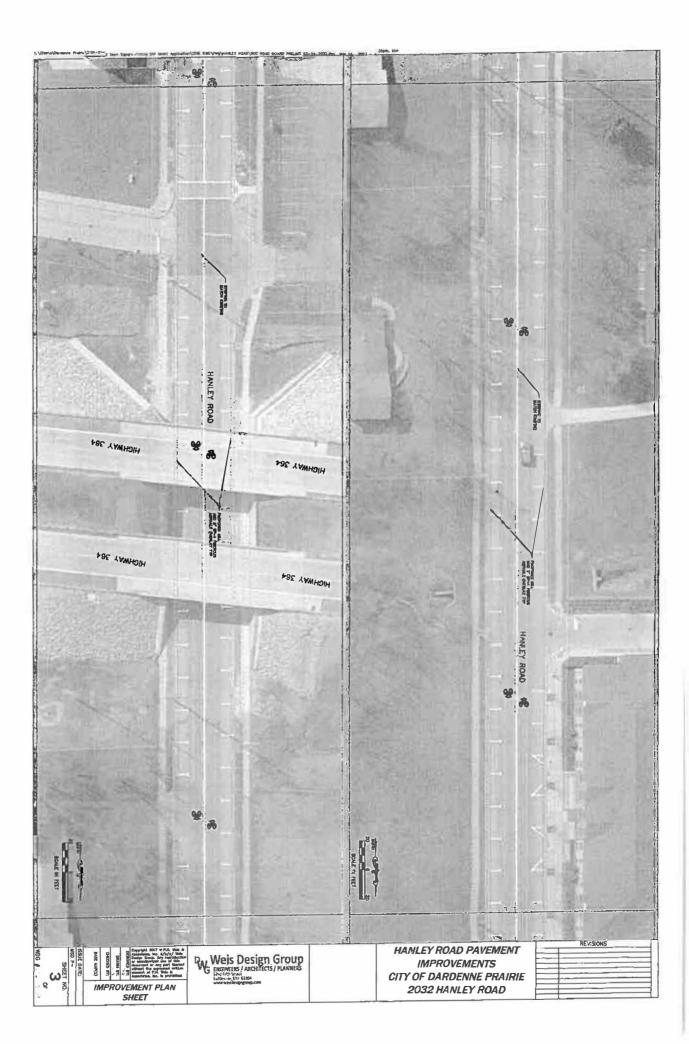
St. Charles County Road Board

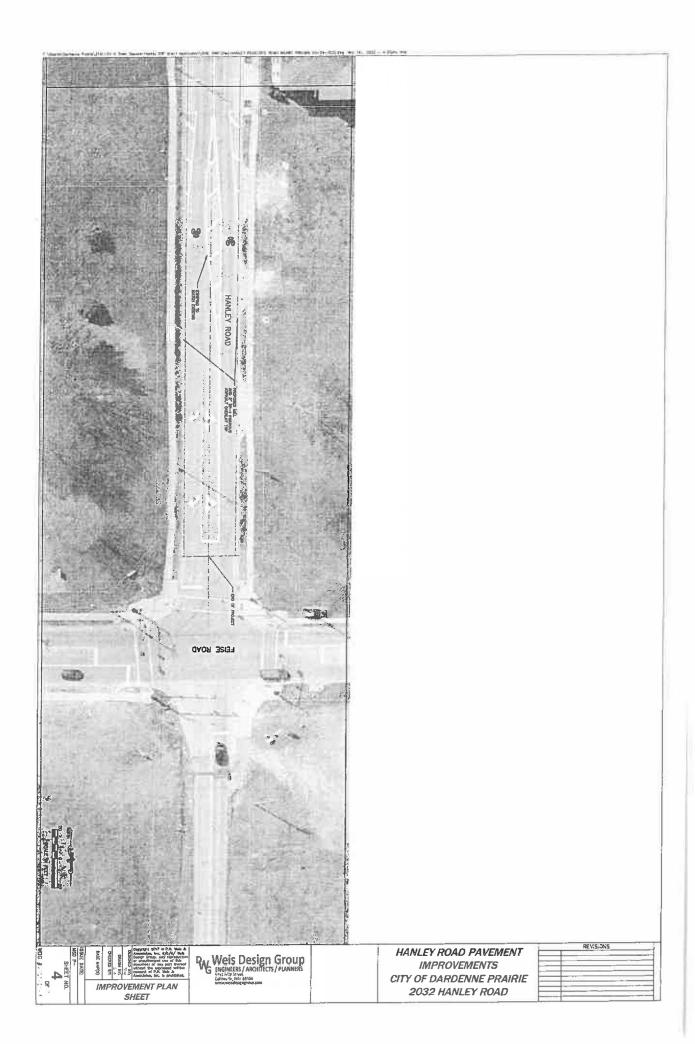
2023 Hanley Road Improvements Schedule

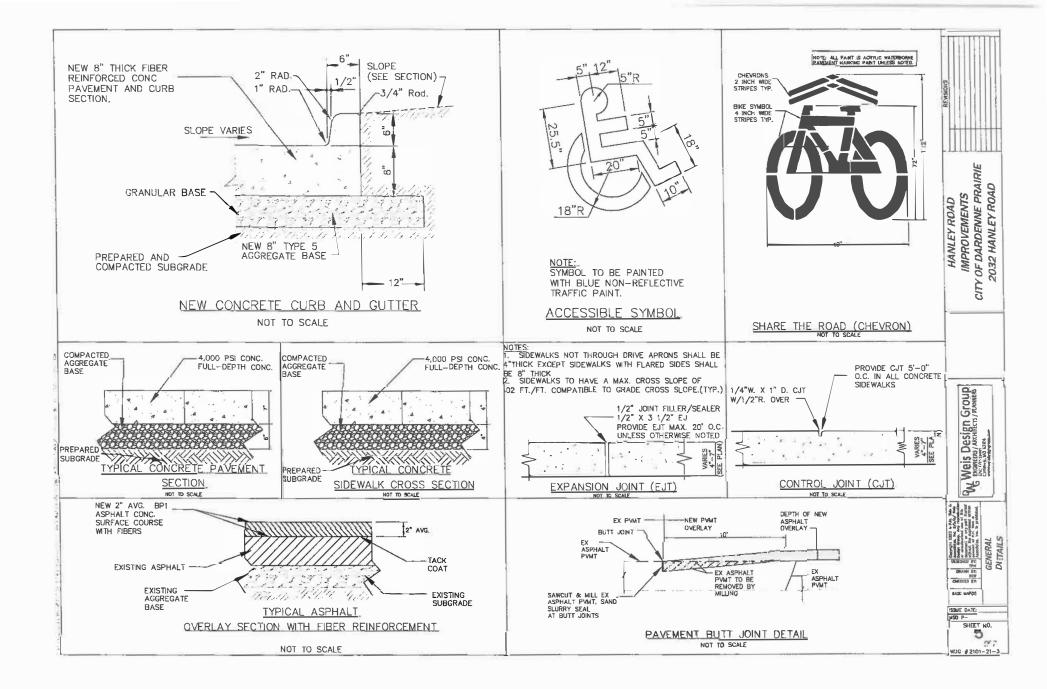
Activity Description	Start Date (CALLA/VYYY)	Fijožski Date (MPA/YYYY)	Tanya Francia (Monthest
Receive notification letter	10-2023	10/2023	1
Execute agreement (project sponsor and DOT)	11/2023	02/2024	4
Engineering services contract submitted and approved	03/2024	10/2024	.0
Cotain environments dearances (106, CE2, T&E, etc.)	12:2024	12/2024	3
Public meeting/hearing	12/2024	02)2025	3
Develop and submit preliminary plans	10/2024	05/2025	Å
Preliminary plans approved	05/2025	07/2025	
Develop and schmit right-of-way plans	an an an Ann an Ann an Ann an Ann an Ann an Ann ann a	999 - 999 9, 9 - 97 - 97 - 97 - 99 - 99	nin koninger i der er enerer skort sone mer stanne som stand.
Review and approval of right-of-way plans	an	9999997247247247247247247247247247247247247247	49 and 29 37 49 and 20 4 and 20 4 and 20 20 and 20 and
Submit and receive approval for notice to proceed for right-af-way acquisition (A-Date)*			
Right-of-way acquisition			
Utility coordination	07/2025	08/2025	- 2
Develop and submit PS&E	07/2025	\$2/2025	6
District approval of PS&E/advertise for bids*	01/2026	02/2026	2
Submit and receive bids for review and approval	02/2026	04/2026	3
Project implementation/construction	04/2026	11/2026	

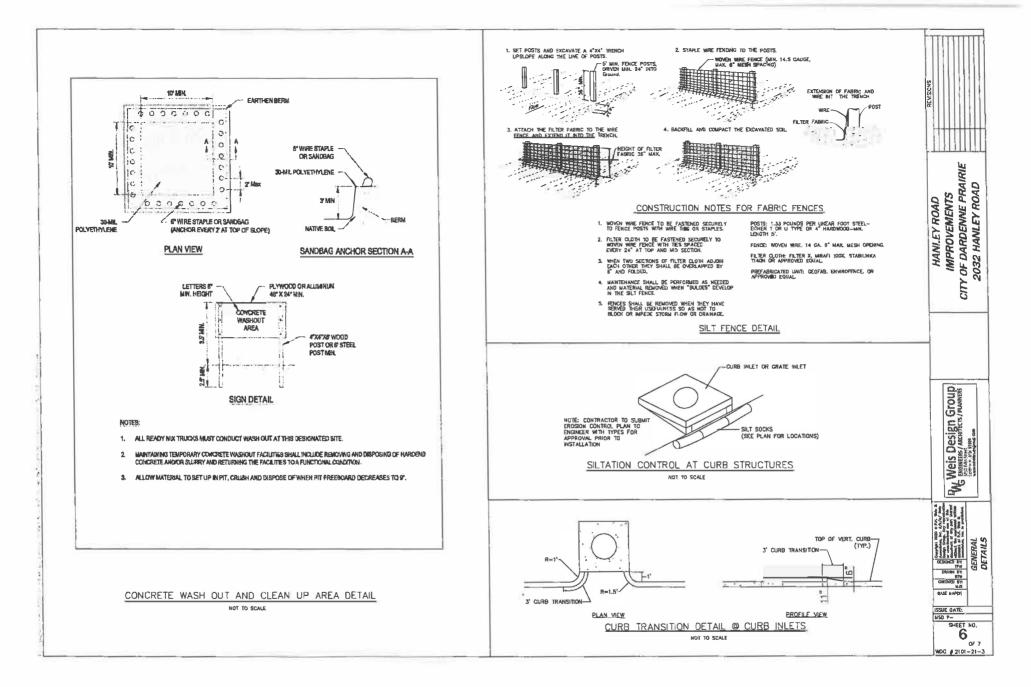


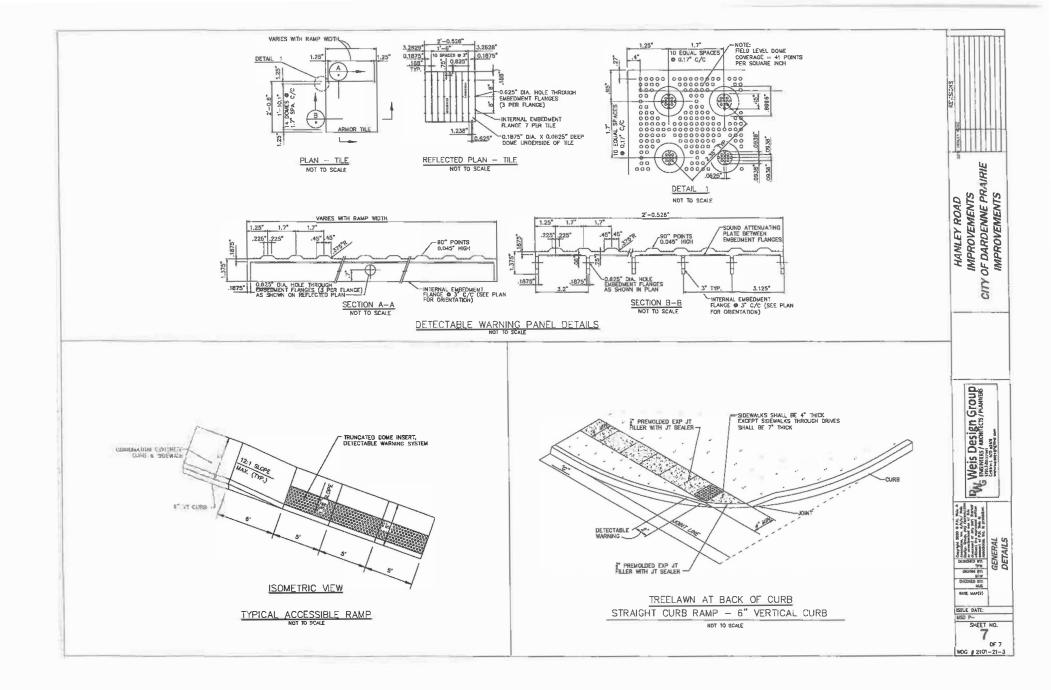




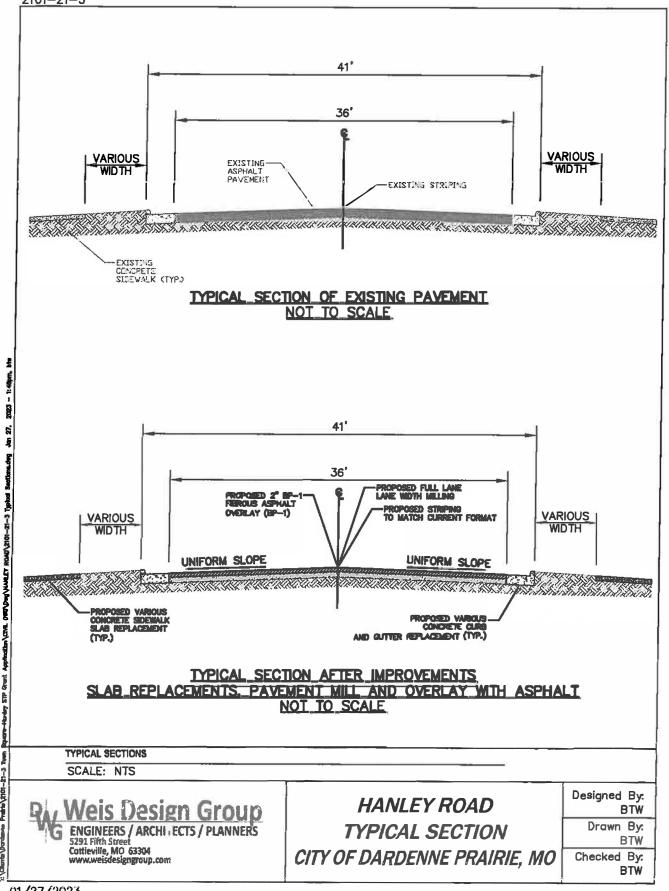






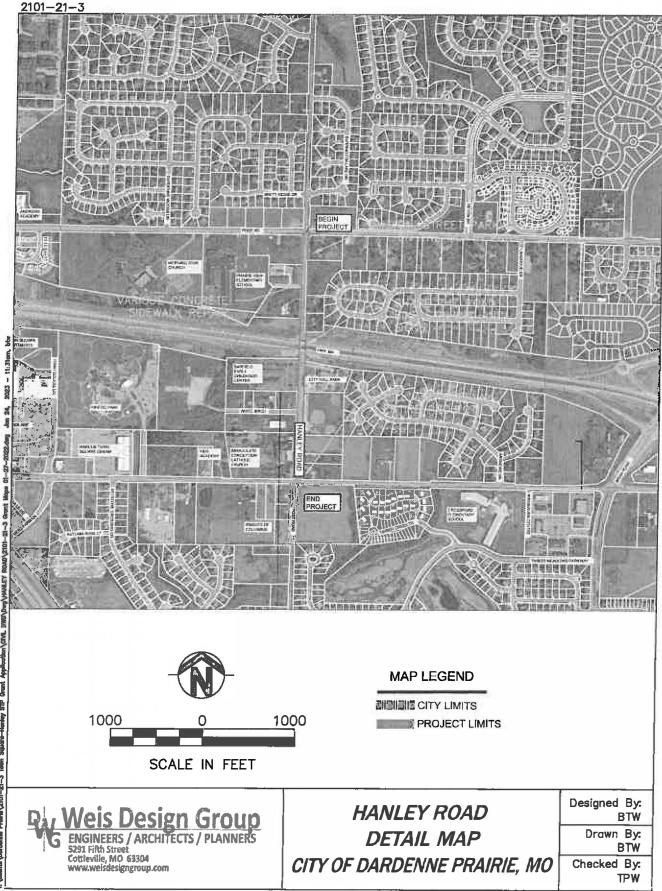






Į

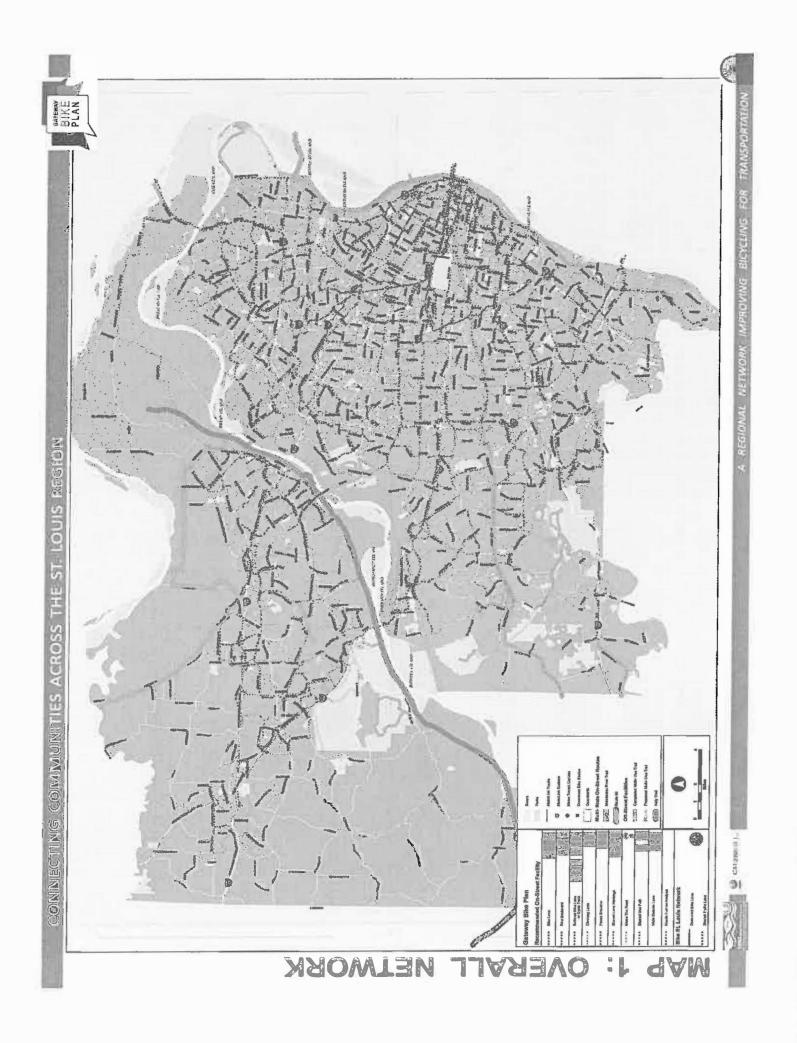
うーなーロなくうちん



01/24/2023

5-13-1012/start

2 VOllente / Dam



2101-21-3

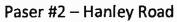


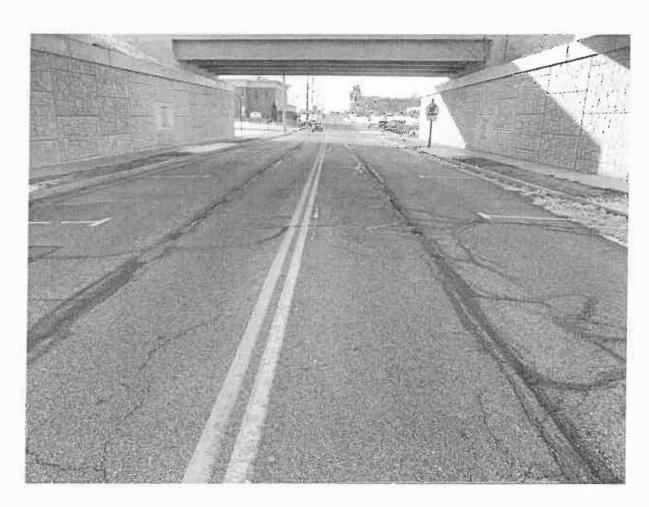


Paser #1 – Hanley Road

City of Dardenne Prairie







Paser #3 – Hanley Road

City of Dardenne Prairie







Paser #5 – Hanley Road

City of Dardenne Prairie

East-West Gateway Council of Governments (EWG) uses the Pavement Surface Evaluation and Rating (PASER) Manual to evaluate pavement condition. This visual rating system developed by the University of Wisconsin Transportation Information Center uses ratings ranging from 1 (failed) to 10 (excellent). If sponsors are unfamiliar with PASER, they are encouraged to review the PASER manuals online:

Asphalt Manual: <u>https://epd.wisc.edu/tic/wp-content/uploads/sites/3/2019/12/Asphalt-PASER_02_rev13.pdf</u> Concrete Manual: <u>https://epd.wisc.edu/tic/wp-content/uploads/sites/3/2019/12/Concrete-PASER_02_rep15.pdf</u>

INSTRUCTIONS:

The first evaluation should be performed at the beginning of the project limits, with subsequent evaluations occurring at a uniform distance each 1/8 mile (660 feet) along the roadway until reaching the other end of the limits. If the project is less than 3/8 mile (1,980 feet), conduct three evaluations at a uniform distance (e.g., a 1/4 mile project would include three evaluations, spaced 440' apart). If the project is greater than one mile in length, conduct at least eight evaluations at a uniform distance (e.g., a 1/4 mile project evaluations, spaced 990' apart).

Record the PASER rating for each location in the table below. Individual location ratings must be whole numbers. If multiple roadways are within the project limits, simply list the new roadway name in the column on the left. You may attach another sheet with additional locations if needed. <u>Attach an evaluation sheet for each location (see next pages)</u>, a picture of each location, and a map showing all evaluation locations. Select the evaluation sheet that matches the surface type (asphalt or concrete).

Roadway Name	Location #	Distance from start point	PASER Rating
Hanley Road	1	START	3
Hanley Road	2	660'	2
Hanley Road	3	1,320'	2
Hanley Road	4	1,980'	3
Hanley Road	5	2,640'	4
· · · · · · · · · · · · · · · · · · ·	6		
	7		
	8		
	9		
	10		
	11		
	12		
	13		
	14		
	15		
	16		
		AVERAGE PASER:	2.8

Asphalt Evaluation Sheet

(Provide this page	for each location.)		
Roadway Name: _	lanley Road		Date:
Evaluation Locatio	n #: Distance f	rom Start Point:	Location PASER Rating 3 (whole number 1-10):
Check all that appl	<u>v:</u>		
A Raveling	Rutting	Transverse Cracks	Longitudinal Cracks
Flushing	Distortion	Reflection Cracks	Block Cracks
Volishing	Patches	Slippage Cracks	Alligator Cracks
V Potholes			

Comments:

Severe surface raveling. Multiple longitudinal and transverse cracks. Rutting has occurred on the wheel path. Alligator cracking has occurred in as well. Distortions are happening (less than 1/2" deep). Potholes are also showing up with their patch working starting to deteriorate.

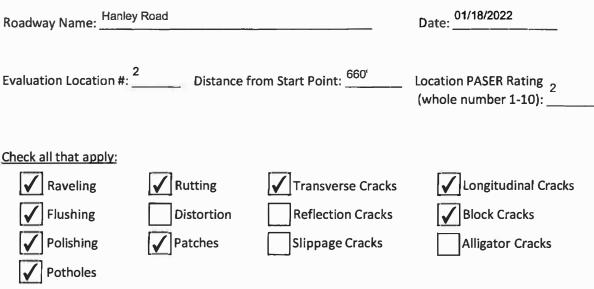
Drainage:

Fair

Comments:

Some ponding has been occurring on this portion of the road.

Asphalt Evaluation Sheet (Provide this page for each location.)



Comments:

Severe surface raveling. Multiple longitudinal and transverse cracks. Rutting has occurred on the wheel path. Alligator cracking has occurred in as well. Distortions are happening (less than 1/2" deep). Potholes are also showing up with their patch work has fallen apart. Alligator cracking that is over 25% of the pavement.

Drainage:

Poor

Comments:

Poor drainage throughout this portion of pavement. Slow movement to the gutter.

 Asphalt Evaluation Sheet

 (Provide this page for each location.)

 Roadway Name:
 Hanley Road

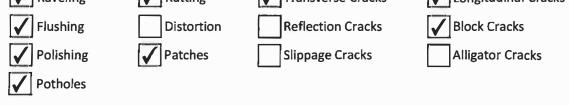
 Evaluation Location #:
 3

 Distance from Start Point:
 1,320'

 Location PASER Rating (whole number 1-10):
 2

 Check all that apply:
 ✓ Rutting

 ✓ Raveling
 ✓ Rutting



Comments:

Severe surface raveling. Multiple longitudinal and transverse cracks. Rutting has occurred on the wheel path. Alligator cracking has occurred in as well. Distortions are happening (less than 1/2" deep). Potholes are also showing up with their patch work has fallen apart. Alligator cracking that is over 25% of the pavement.

Drainage:

Poor

Comments:

Poor drainage throughout this portion of pavement. Slow movement to the gutter.

Asphalt Evaluation Sheet (Provide this page for each location.) Date: ____01/18/2022 Roadway Name: ____ Evaluation Location #: _____ Distance from Start Point: _____ Location PASER Rating 3 (whole number 1-10): ______ Check all that apply: Raveling Transverse Cracks Longitudinal Cracks Rutting Distortion Reflection Cracks Block Cracks Flushing Patches Polishing Alligator Cracks Slippage Cracks **Potholes** Comments:

Severe surface raveling. Multiple longitudinal and transverse cracks. Rutting has occurred on the wheel path. Alligator cracking has occurred in as well. Distortions are happening (less than 1/2" deep). Potholes are also showing up with their patch work has fallen apart.

Drainage:

Fair

Comments:

Some ponding has been occurring on this portion of the road.

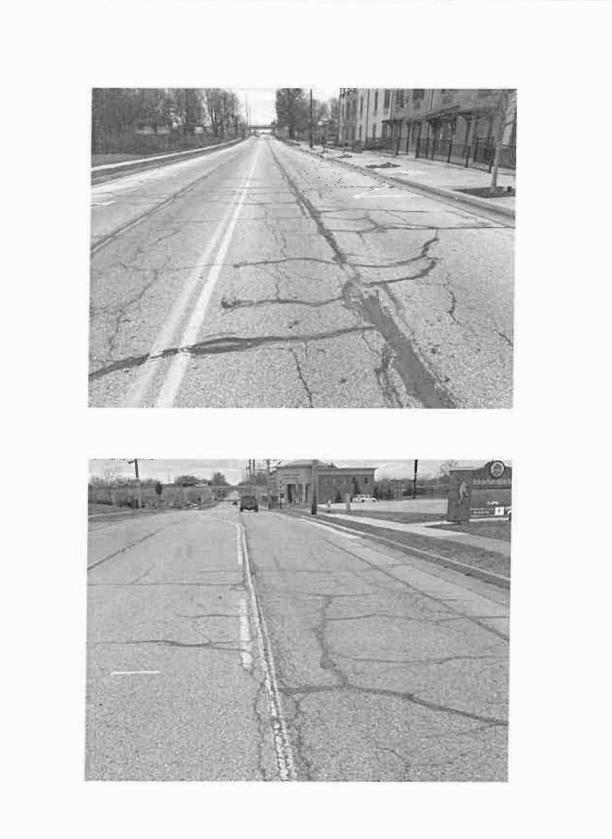
Asphalt Evaluation Sheet (Provide this page for each location.) Date: 01/18/2022 Roadway Name: Hanley Road Evaluation Location #: _____ Distance from Start Point: 2,640' Location PASER Rating (whole number 1-10): ______ Check all that apply: Longitudinal Cracks Raveling Rutting Transverse Cracks Flushing Distortion Reflection Cracks Block Cracks Alligator Cracks Patches Slippage Cracks Polishing Potholes Comments: Severe surface raveling. Multiple longitudinal and transverse cracks. Rutting has occurred on the wheel path. Alligator cracking has occurred in as well. Distortions are happening (less than 1/2" deep). Potholes are also showing up with their patch working starting to deteriorate.

Drainage:

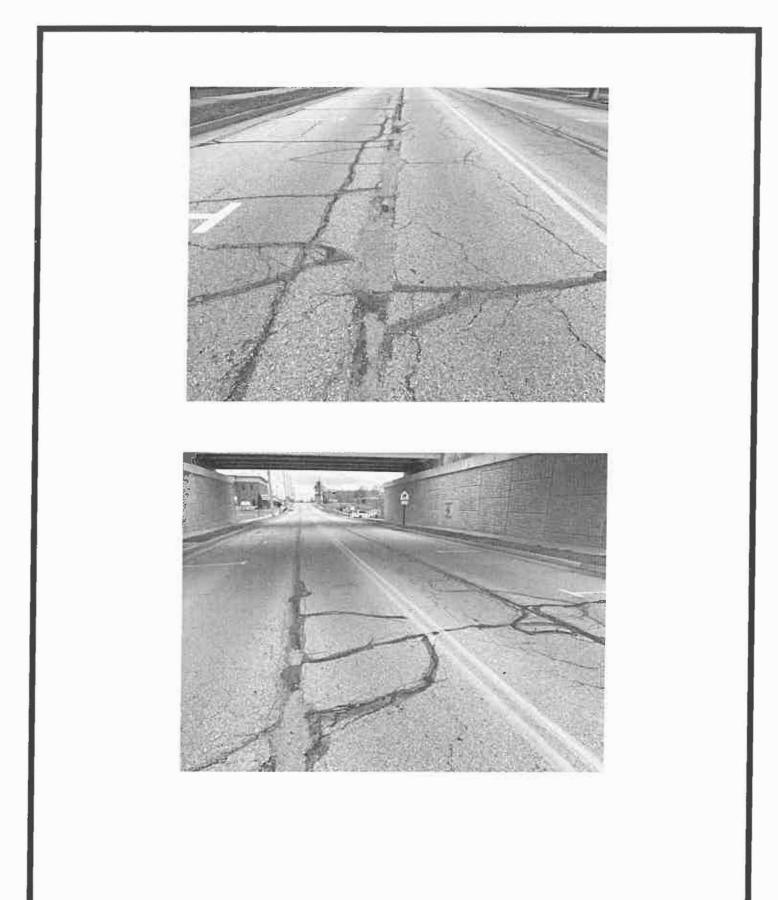
Good

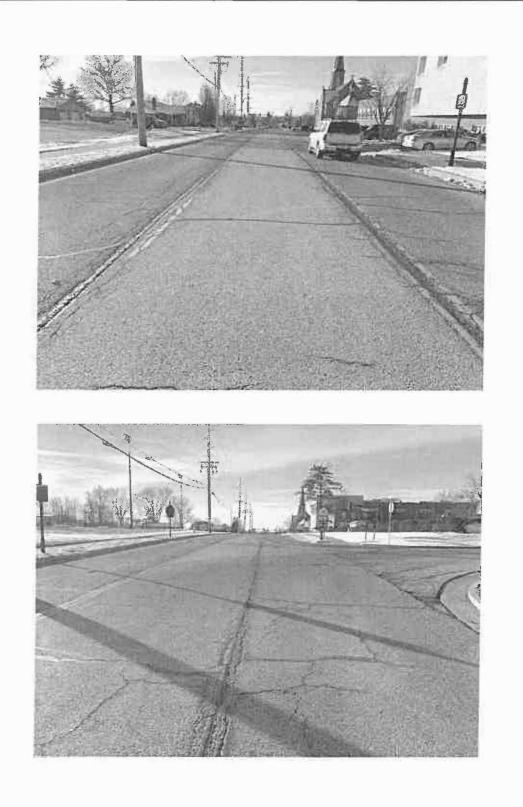
Comments:

N/A



STP-S Grant: Town Square Avenue -- Hanley Road





STP-S Grant: Haniey Road

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE MAYOR TO EXECTE AN AMENDED AND RESTATED EMPLOYMENT AGREEMENT BY AND BETWEEN THE CITY AND JAMES W. KNOWLES III

WHEREAS, the City of Dardenne Prairie, Missouri, is a city of the fourth class; and

WHEREAS, Section 77.042 RSMo, provides that "any forth class city may by ordinance provide for the employment by the governing body with the approval of the mayor of a city administrator who shall be the chief administrative assistant to the mayor and who shall have general superintending control of the administration and management of the government business, officers and employees of the city, subject to the direction and supervision of the mayor"; and

WHEREAS, the City of Dardenne Prairie, pursuant to Sections 77.042 to 77.048 RSMo, enacted Sections 115.150 to 115.180 of the Municipal Code of the City of Dardenne Prairie, Missouri, providing for the creation of the office of City Administrator, establishing the qualifications for such office, and describing the powers and duties of the City Administrator; and

WHEREAS, James W. Knowles III was employed by the City on August 31, 2021; and

WHEREAS, James W. Knowles and the Mayor executed an Employment Agreement by and between the City and the City Administrator (the "Agreement") defining the terms of the City Administrator's employment with the City; and

WHEREAS, the Board of Alderman desires to amend the Employment Agreement with James W. Knowles III.

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

SECTION 1. <u>Amended and Restated Employment Agreement.</u> The form, terms, and provisions of the Amended and Restated Employment Agreement, attached hereto, marked as **Exhibit A**, and incorporated by reference herein, be and they hereby are in all respects approved, and that the Mayor is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer for and on behalf of the City said Amended and Restated Employment Agreement in substantially the form attached hereto. The City Clerk is hereby authorized to attest the Amended and Restated Employment Agreement, and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Amended and Restated Employment Agreement and this Ordinance.

SECTION 2. <u>Savings Clause</u>: 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 3. <u>Severability Clause:</u> 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. <u>Effective Date:</u> This Ordinance shall be in full force and take effect from and after its final passage and approval.

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

As Presiding Officer and as Mayor

Attest:

City Clerk

Approved this _____ day of _____, 2023.

Attest:

Mayor

City Clerk

EXHIBIT A

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT (the "Amended Agreement"), made this _____ day of April 2023, by and between the CITY OF DARDENNE PRAIRIE, a municipal corporation of the State of Missouri (hereinafter referred to as the "City"), and James W. Knowles III, an individual (hereinafter referred to as the "City Administrator"):

WITNESSETH:

WHEREAS, the Municipal Code of the City of Dardenne Prairie, Missouri (the "Municipal Code") provides for the appointment of a City Administrator by the Mayor with consent of the majority of members of the Board of Aldermen with such compensation as established by Ordinance; and

WHEREAS, the City Administrator was employed by the City on August 31, 2021; and

WHEREAS, the City Administrator and the Mayor executed an Employment Agreement by and between the City and the City Administrator and dated August _____, 2021 (the "Agreement") defining the terms of the City Administrator's employment with the City; and

WHEREAS, the City and the City Administrator desires to further define the terms of his employment as City Administrator of the City of Dardenne Prairie, Missouri.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00), the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. <u>Term:</u>

A. The City Administrator is hereby appointed and employed as the City Administrator of the City of Dardenne Prairie for an indefinite term subject to the terms and conditions herein, and all applicable laws, and is hereby vested with the authority applicable to the position of City Administrator and the City Administrator hereby assumes the duties, responsibilities and obligations of that office, as set forth in the Municipal Code, and in the applicable policies and Resolutions of the City adopted thereunder. By accepting this position, the City Administrator acknowledges that he holds a policy making position with the City. The appointment of the City Administrator and the conditions of this Amended Agreement shall become effective on August 30, 2021 or such other date as may be agreed to in writing. B. Nothing in this Amended Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate the services of the City Administrator at any time, subject only to the provisions set forth herein and those of the Municipal Code. Nothing in this Amended Agreement alters the City Administrator's status as an employee at-will and does not create any property rights in the City Administrator's position or continued employment with the City.

C. Nothing in this Amended Agreement shall prevent, limit, or otherwise interfere with the right of the City Administrator to resign at any time from his position with the City, subject only to the provisions set forth herein.

D. Any and all acts which the City Administrator may do or perform in conformance with the powers conferred upon him by this Amended Agreement are hereby expressly authorized, approved, ratified and confirmed.

2. <u>Duties:</u>

A. The City Administrator shall be the Chief Administrative Assistant to the Mayor, with the job responsibilities and duties attendant to that position as set forth in the job description incorporated herein and attached hereto as Exhibit "A," (and as may be hereafter amended), and with any other job responsibilities and duties as may be assigned by the Mayor or Board of Aldermen from time to time.

B. The City Administrator agrees to full-time performance of the City Administrator duties as described generally on the description of job duties attached as Exhibit A, and to the performance of such other duties as are assigned to him from time to time by the Mayor or Board of Aldermen. The City Administrator shall devote his full time to the performance of the duties of his office and shall hold no other employment until his employment as City Administrator is terminated by City Administrator or City (the "Termination Date"), nor shall he hold, either directly or indirectly, any investment in any firm, corporation or legal entity in violation of the Municipal Code or any applicable laws of the State of Missouri. Notwithstanding the foregoing, the City Administrator may hold, either directly or indirectly, any investment or may otherwise own, fully or partially, any firm, corporation or legal entity so long as such investment or ownership is not in violation of the Municipal Code or any applicable laws of the State of Missouri his full-time performance of the City Administrator duties described herein.

C. The City Administrator agrees to abide by all laws, Ordinances and Resolutions of the City in carrying out the duties of the position of City Administrator. The City Administrator agrees to carry out all duties in an ethical manner and by his conduct to always represent the City in a positive manner.

3. <u>Performance Evaluation:</u>

A. The Mayor and Board of Aldermen shall endeavor to review and evaluate the performance of the City Administrator at least once annually. Said review and evaluation shall be in accordance with specific criteria by the City which may be modified or amended from time to time. Further, the Mayor shall provide the City Administrator with a written summary of the evaluation findings of the City and provide an adequate opportunity for City Administrator to discuss his evaluation with the Mayor and Board of Aldermen.

B. Annually, the City Administrator and Mayor shall define such goals and performance objectives which they determine necessary for the proper operation of the City and in the attainment of the City's policy objectives, and may establish a relative priority among those various goals and objectives. Said goals and objectives shall be reduced to writing, and shall generally be attainable within the time limitation as specified, and within the annual operating and capital budgets, and appropriations provided.

C. Failure of the City's officials to provide such evaluations and objectives shall not be a breach of this Amended Agreement.

4. <u>Termination:</u>

A. The Mayor may, with the consent of a majority of all the members elected to the Board of Aldermen, remove the City Administrator from office at-will. The City Administrator may also be removed from office by a two-thirds (2/3) vote of all the members elected to the Board independent of the Mayor's approval or recommendation.

B. The City Administrator may terminate the Amended Agreement for any reason upon thirty (30) days' written notice as set forth herein.

5. <u>Severance</u>:

A. Because of the substantial amount of time the City Administrator will be required to devote to his employment to successfully fulfill the duties of the position and in recognition of the uncertainty which accompanies holding a policy making position, the City agrees to pay severance upon the termination of the City Administrator's employment by the City in the manner set forth in paragraph 4(a) (an "Eligible Discharge"). In the event of an Eligible Discharge, the City Administrator shall be eligible for severance pay in accordance with the following schedule:

(I) From the date listed in paragraph 1(A) (the "Effective Date") until the day prior to the first anniversary of the Effective Date, the City Administrator shall be entitled to six (6) months total severance pay;

(II) From the first anniversary of the Effective Date until the day prior to the second anniversary of the Effective Date, the City Administrator shall be entitled to eight (8) months total severance pay; and

(IV) From and after the second anniversary of the Effective Date, the City Administrator shall be entitled to twelve (12) months total severance pay. Provided, however, that in the event the City Administrator is terminated because of his censure by the International City Management Association for a breach of the I.C.M.A. Code of Ethics or his conviction of a crime involving moral turpitude or other felonious criminal action, then in that event the City shall have no obligation to pay severance pay provided hereunder.

B. No severance payments shall be paid if the City Administrator resigns his employment as set forth in paragraph 4(B) or if the City Administrator abandons his position by giving no notice or less than the notice required above when terminating this Amended Agreement.

C. The City Administrator further agrees to execute a separation agreement and release of liability prior to receiving the severance pay. The City Administrator further agrees that by making any claim against the City related to his employment by the City, except for a claim for Workers' Compensation, he waives any claim to the above severance pay and if payment of the above severance is made by the City prior to the claim being made, the City Administrator agrees to repay the severance pay, including interest, to the City as a condition precedent to the filing of any litigation or arbitration against the City or any elected or appointed official, employee or agent of the City.

6. <u>Rate of Compensation</u>: Effective as of the Effective Date, as compensation for his services, the City shall pay the City Administrator the sum of One Hundred Five Thousand Eight Hundred Ninety-four Dollars (\$105,894) annually, such compensation to be paid in biweekly installments payable on regular City paydays, or at such intervals or dates as all other City employees may be paid. This compensation will be reviewed by the City annually from date hereof and may be adjusted accordingly in accordance with performance and/or the City's pay plan. In addition, in recognition of the fact that the City Administrator will not take advantage of the health and medical benefits offered by the City, the City will contribute the amount of \$600 per month to a 457 (b) pension plan offered through the International City Management Association, the primary beneficiary of which must be the City Administrator. The City Administrator agrees that if he elects to accept City paid health and medical benefits in the future, the City's obligation to continue to contribute to the 457 (b) plan shall immediately cease as of the date the City Administrator elects to begin receiving such health and medical benefits.

7. <u>Vacation Leave:</u> The City Administrator shall be credited with fifteen (15) days of vacation leave immediately upon the Effective Date. On and after the fifth anniversary of the Effective Date, the City Administrator shall be credited with an additional five (5) days

of vacation leave, for a total of twenty (20) days of vacation each year. Notwithstanding any provision of the City's vacation leave policy to the contrary, the City Administrator may not carry over accrued vacation time from year to year; any vacation time not used as of the end of the year shall be forfeited.

8. <u>Disability Health and Life Insurance</u>: Subject to the terms of \P 6 of this Amended Agreement, and only upon request of the City Administrator, the City agrees to put into force insurance policies for life, dental, vision, sickness, major medical and dependent's group insurance covering the City Administrator and his dependents, which policies are the same as offered to other general employees of the City, subject to any changes in the plan which may occur during the term of this Amended Agreement.

9. <u>Retirement:</u> The City agrees to make normal LAGERS contributions toward City Administrator's retirement plan as it would any employee of the City, subject to annual appropriation.

10. <u>Automobile:</u> A City vehicle will be provided to the City Administrator for official use in fulfillment of his duties. This vehicle may not be used for commuting or for personal use. The City vehicle remains the property of the City and shall be covered with liability insurance the same as other City vehicles. The City shall provide for maintenance, insurance, and all other reasonable expenses related to the assigned vehicle.

11. <u>Dues and Subscriptions:</u> The City agrees to budget and pay for professional dues and subscriptions of the City Administrator necessary for his continuation and full participation in national, state, regional, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the City and as approved by the City.

12. <u>Professional Development:</u> The City hereby agrees to budget for and to pay the travel and subsistence expenses of the City Administrator for professional and official travel, meetings and occasions adequate to continue the professional development of the City Administrator and to adequately pursue necessary official and other functions for the City as approved by the City.

13. <u>Civic Club Membership</u>: The City recognizes the desirability of representation in and before local civic and other organizations and the City Administrator is authorized to become a member of one (1) such civic club or organization of his choice as a representative of the City, for which the City shall pay for all normal membership expenses, including meals.

14. <u>General Expenses:</u> The City recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by the City Administrator, and hereby agrees to reimburse or to pay said general expenses. These expenses are to be reviewed and approved by the Mayor prior to reimbursement in accordance with established policy.

15. <u>Telephone</u>: The City recognizes that the City Administrator will be required to devote a substantial amount of time to the position and maintain contact with the Mayor and/or

Board of Aldermen. The City shall provide a telephone with the capabilities to receive Cityrelated email. The City shall provide for replacement, insurance, and all other reasonable expenses related to the assigned telephone. The telephone may not be for personal use.

16. <u>Bonding</u>: The City shall bear the full cost of any fidelity or other bonds required of the City Administrator under any law or Ordinance.

17. Other Terms and Conditions of Employment:

A. The Mayor and/or Board of Aldermen shall fix any such other terms and conditions of employment, as they may determine from time to time, relating to the performance of the City Administrator, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Amended Agreement, with the City's Municipal Code, or any other law.

B. All provisions of the Municipal Code, Personnel Policy and rules and regulations of the City relating to vacation and sick leave, retirement and pension system contributions, holidays, other fringe benefits, and working conditions as they now exist or hereafter may be amended, also shall apply to the City Administrator as they would to other employees of the City, except as modified by the Amended Agreement.

18. <u>Notices:</u> Notice pursuant to this Amended Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

CITY:	City of Dardenne Prairie
	Attn: Mayor
	2032 Hanley Road
	Dardenne Prairie, MO 63368

CITY ADMINISTRATOR: James W. Knowles III 936 Roussillon Ferguson, MO 63135

Alternatively, notices required pursuant to this Amended Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

19. <u>General Provision:</u>

A. <u>Entire Agreement:</u> This Amended Agreement constitutes the exclusive statement of the agreement between the parties concerning the subject matter hereof, and supersedes all other prior agreements, oral or written, between the parties hereto concerning such subject matter, including, but not limited to, the Agreement. The City and the City Administrator agree that effective as of the Effective Date of this Amended Agreement, the Agreement is hereby amended by deleting it in its entirety and restating the Agreement as provided for in this Amended Agreement. All negotiations between the parties hereto are superseded by this Amended Agreement, and there are no representations, warranties, promises, understandings or agreements, oral or written, in relation to the subject matter hereof and between the parties hereto other than those expressly set forth or expressly incorporated herein.

B. <u>Provisions Severable:</u> If any provision, or any portion thereof contained in this Amended Agreement is held to be unconstitutional, invalid, or unenforceable, that provision, or any portion thereof, shall be deemed severable; however the remainder of this Amended Agreement shall not be affected, and shall remain in full force and effect.

C. <u>Binding Effect:</u> This Amended Agreement shall bind and be enforceable between the City Administrator and the City.

D. <u>Captions:</u> Captions and headings of the sections and paragraphs of this Amended Agreement are intended solely for convenience and no provision of this Amended Agreement is to be construed by reference to the caption or heading of any section or paragraph.

E. <u>Counterparts:</u> This Amended Agreement may be executed in separate counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

F. <u>Governing Law:</u> This Amended Agreement shall be governed by and construed in accordance with the laws of the State of Missouri excluding its principles of conflicts of laws and the parties hereto irrevocably commit to the jurisdiction and venue of the courts of St. Charles County to resolve any disputes arising hereunder or related hereto.

G. <u>Attorney's Fees:</u> In the event that either party hereto brings an action or proceeding for a declaration of the rights of the parties under this Amended Agreement or for any alleged breach or default thereof, or for any other acts arising out of this Amended Agreement, the prevailing party to such action shall be entitled to an award of all its costs, including reasonable attorney's fees, and any court costs incurred in said action or proceeding in addition to other damages or relief awarded, regardless of whether final judgment is entered in such action or proceeding.

H. <u>Acknowledgement and Full Understanding</u>: CITY ADMINISTRATOR ACKNOWLEDGES AND AGREES THAT HE HAS FULLY READ, UNDERSTANDS AND VOLUNTARILY ENTERS INTO THIS AMENDED AGREEMENT. CITY ADMINISTRATOR ACKNOWLEDGES AND AGREES THAT HE HAS HAD AN OPPORTUNITY TO ASK QUESTIONS AND CONSULT WITH AN ATTORNEY OF HIS CHOICE BEFORE SIGNING THIS AMENDED AGREEMENT.

IN WITNESS WHEREOF, the City of Dardenne Prairie has caused this Amended Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the City Administrator has signed and executed this Amended Agreement, both in duplicate, the day and year first above written.

CITY: CITY OF DARDENNE PRAIRIE

By__

John Gotway, Mayor

ATTEST:

City Clerk

CITY ADMINISTRATOR:

James Knowles III

EXHIBIT A

JOB DESCRIPTION FOR THE DARDENNE PRAIRIE CITY ADMINISTRATOR The City Administrator shall have the following functions and duties:

1. He/she shall be the Chief Administrative Assistant to the Mayor.

2. He/she shall have general superintending control of the administration and management of the government business, officers and employees of the City, subject to the direction and supervision of the Mayor. These responsibilities shall include:

a. To execute the policies, directives and legislative actions of the Mayor and Board of Aldermen.

b. To direct, supervise and coordinate administrative activities of the City.

c. To employ, demote, promote, discipline, suspend and discharge any Group Manager of the City with the approval of the Mayor, but without necessity of approval of the Board of Aldermen, and all other employees without the necessity of approval of the Mayor and the Board of Aldermen.

d. To prepare a proposed annual operating budget and submit the proposed budget for review, consideration and adoption by the Mayor and Board of Aldermen.

e. To administer the annual operating budget as adopted by ordinance.

f. To prepare and periodically revise a five (5) year capital improvements plan and budget. g. To recommend and administer personnel policies and classifications, compensation and evaluation programs for all City employees, in conformity with the ordinances of the City. h. To monitor the financial condition of the City and estimate present and future financial needs.

i. To submit monthly financial reports.

j. To combine or consolidate job positions within departments as necessary or prudent for maximum utilization of manpower.

k. To recommend and administer policies governing purchasing procedures and inventory control.

1. To authorize changes in departmental budget line items within the overall departmental budget appropriations.

m. To investigate and take any necessary action on complaints concerning administrative matters and personnel performance, subject to Subparagraph (c) of this Subsection.

n. To delegate to other administrative officers subject to the City Administrator's direction and supervision the authority to exercise such powers, perform such duties and assume such responsibilities as may be considered appropriate.

o. To provide to the Mayor and Board of Aldermen information, guidance and leadership in matters of policy determination.

p. To conduct activities, personally or by delegation to employees or independent contractors, related to Economic Development.

q. To perform such other duties as may be required by the Mayor or Board of Aldermen.