

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

**BOARD OF ALDERMEN
WORK SESSION AGENDA
SEPTEMBER 2, 2020
6:00 p.m.**

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

ITEMS FOR DISCUSSION AND CONSIDERATION

1. Approving Purchase Agreement with WHI Property, LLC for the Sale of 83 Hubble Drive (Lang)
2. Pedestrian Access Improvements and Street Maintenance Project - Project No. 971920 - Award of Bid & Execution of Contract (Kehoe)
3. Prairie Day Discussion

STAFF COMMUNICATIONS

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

CLOSED SESSION

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

RETURN TO REGULAR MEETING AGENDA

ADJOURNMENT

RBA FORM (OFFICE USE)

MEETING DATE: **September 2, 2020**

Regular (X) Work Session (X)

ATTACHMENT: YES (X) NO ()

Contract (X) Ordinance (X) Other ()

Request for Board Action
By: City Administrator

Ward 3

**Description: Approving Purchase Agreement with WHI Property, LLC for
the Sale of 83 Hubble Drive**

Recommendation: Staff – Approve (X) Disapprove ()

Summary/Explanation:

The City owns real estate located at 83 Hubble Drive. On August 20, 2018, the City entered into a Listing Agreement with Cushman & Wakefield U.S., Inc. to market the property for commercial uses. This Listing Agreement was renewed on August 15, 2019, and again on August 15, 2020.

An offer to purchase this property was submitted to the City by WHI Property, LLC. WHI Property, LLC desires to purchase the property to construct a building and a model tower to train wireless tower technicians. The negotiated purchase price is \$376,145. WHI Property, LLC will have until October 30, 2020, to satisfy its financing, title, property condition, and appraisal contingencies, and until November 20, 2020, to obtain approval of the tower training facility. Closing is scheduled to occur on December 1, 2020.

An Ordinance authorizing the City Administrator to negotiate and execute the Purchase Agreement is included on the Regular Meeting Agenda for September 2, 2020. The Purchase Agreement is attached to the Ordinance.

RBA requested by: Dan R. Lang

RBA FORM (OFFICE USE ONLY)

MEETING DATE: 9/2/2020

Regular (☒) Work Session (☒)

ATTACHMENT: YES (☒) NO (☐)

Contract (☒) Ordinance (☒) Other (☐)

Request for Board Action
By: Staff

Ward All

Description: **Pedestrian Access Improvements and Street Maintenance Project**
Project No. 971920
Award of Bid & Execution of Contract

• **Recommendation:** Staff – Approve (☒) Disapprove (☐)

• **Summary/Explanation:**

This project will consist of pedestrian access improvements (handicap ramps) in the Dardenne Landing, Manors at Hanley Crossing, Providence, and Lewis and Clark subdivisions and street pavement maintenance (expansion joints) in the Villages at Dardenne McCluer Village and the Villages at Dardenne Campbell Village subdivisions.

The City posted an invitation for bid for this project in the St. Louis Post-Dispatch, City website and MoDOT website. A total of three sealed bid proposals were received and opened publicly by the City on August 25, 2020. A bid tabulation is attached.

The apparent low bid of \$72,961.00 for this project was received from Amcon Municipal Concrete, LLC. It is recommended that the Board of Alderman accept this bid proposal as the lowest and best bid, award the contract to Amcon Municipal Concrete, LLC, and authorize the City Administrator to negotiate and enter into an agreement with the contractor to whom the contract is awarded.

A City-Contractor agreement is also attached for your consideration when granting the City Administrator the ability to negotiate and execute a contract for this project.

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

This project was bid using estimated quantities for this street maintenance work. The City's current budget for this work is \$100,000.

The final cost for this work will be based upon accepted bid unit prices and actual field measurements of work completed.

RBA requested by: L. R. Kehoe

Date: 08/26/2020

**CONTRACT AGREEMENT
PEDESTRIAN FACILITIES IMPROVEMENTS AND STREET MAINTENANCE
PROJECT 971920**

This Agreement, made between Amcon Municipal Concrete, LLC, hereinafter called the Contractor, and the City of Dardenne Prairie, Missouri, hereinafter called the City, for consideration in the amount of seventy-two thousand nine hundred sixty-one and 00/100 (\$72,961.00), agree as follows:

ARTICLE 1. SCOPE OF THE WORK:

The Contractor shall furnish all of the material, tools, equipment, labor and incidentals necessary to perform, and shall perform in accordance with the specifications and terms set forth in the documents identified in the Contract Documents as listed in Article 6 below, all of the project work described in the Contract Documents.

ARTICLE 2. TIME OF COMPLETION:

Contractor shall not commence work prior to the date to be specified in written "Notice to Proceed" from the City and shall fully complete the entire project within 30 workdays after Notice to Proceed. With the rate of progress and the time of completion being essential conditions of this contract, liquidation damages will be charged for failure to complete the work described above within the allotted time described above at the rate of three hundred (\$300.00) dollars per day for each calendar day until the work is completed, accepted, and approved by the City Engineer.

ARTICLE 3. PAY QUANTITIES AND UNIT PRICES:

The City shall pay the contractor for all work done on the basis of final computations for all work acceptably completed according to this contract, at the unit price shown in the proposal for the quantity actually installed. A 5% retainage will be held from all invoices submitted to the City for payment until the final lien waivers and other close out paperwork are furnished to the City.

ARTICLE 4. GUARANTEE:

The Contractor hereby expressly guarantees the aforesaid work as to workmanship in connection therewith for a term of one year, commencing on the date of acceptance of the work or improvements, and binds himself, his successors or assigns, to make all repairs or replacements which may become necessary within the time due to nonconformity with the specifications. Whenever notified by the City that said replacements are required, the Contractor shall at once make the same as directed and at his own expenses. If the Contractor does not proceed with such replacements within five (5) days after receipt of written notice, then the City shall have the power to cause the same to be made and to charge the cost thereof to the Contractor and his sureties. Nothing in this section is intended to guarantee maintenance.

ARTICLE 5. FINAL PAYMENT AND ACCEPTANCE:

When all work provided for under this contract has been completed in conformance with the specifications and requirements of this contract, and accepted without regard to the provisions of guarantee as provided under the terms of this contract, final cost estimate shall be prepared and submitted to the City Engineer within fifteen (15) days after the date of acceptance of the work as a statement of the amount due the contractor along with the final lien waivers. This estimate shall be based on line items provided in the contract, including any charges for extra work ordered and properly chargeable and/or deductible under this contract.

ARTICLE 6. THE CONTRACT DOCUMENTS:

The Advertisement for Bids, Information for Bidders, Wage Rates, Proposal, and Specifications together with this Agreement form the Contract. The St. Charles County Standard Specifications for Arterial Highway Construction, 2006 is a part of this contract as fully as if hereto attached.

ARTICLE 7. RATES OF PAY:

The Contractor hereby agrees that the prevailing rates of pay shall be paid to skilled and unskilled labor employed under the terms of this contract. The Contractor shall forfeit to the City one hundred (100) dollars for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulation rates for any work done under said contract, by him or by any subcontractor under him. A legible list of all prevailing wage rates must be posted on each job site in a prominent and easily accessible place.

ARTICLE 8. SAFETY PROGRAM TRAINING REQUIREMENT:

The contractor to whom the contract is awarded and any subcontractor under such contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the department of labor and industrial relations which is at least as stringent as an approved OSHA program. All employees are required to complete the program within sixty (60) days of beginning work on such construction project. The contractor shall forfeit as a penalty to the City two thousand five hundred dollars plus one hundred dollars for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training in accordance with section 292.675, RSMo.

ARTICLE 9. AUDIT CLAUSE FOR CONTRACTS: (Examination of Records)

The Contractor's records which shall include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the City Auditor, or a duly authorized representative from the City, at the City's expense. The Contractor shall preserve all such records for a period of three years, unless written permission to destroy them is given by the City, or for such longer period as may be required by law, after the final payment. Since the Contractor is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the Contractor's operations obtained during audits will be kept confidential.

The Contractor shall require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below:

Executed by the City this _____ day of _____, 20__.

Executed by the Contractor this _____ day of _____, 20__.

CONTRACTOR:

CITY:

CITY OF DARDENNE PRAIRIE, MISSOURI

BY: _____

BY: _____

TITLE: _____

TITLE: _____

ATTEST: _____

ATTEST: _____

I certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this order is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

Kimberlie Clark, CITY TREASURER



Pedestrian Access Improvements
and Street Maintenance Project
Dardenne Prairie, Missouri
Project No.: 971920 Date: 8/25/2020
Bid Tabulation

#	Bid Item	Unit	Quant	R.V. Wagner, Inc.		J.M. Marschuetz Constr. Co.		Amcon Municipal Concrete		Engr.'s Est.		#
				Unit Bid Price	Total Bid Price	Unit Bid Price	Total Bid Price	Unit Bid Price	Total Bid Price	Unit Cost	Cost	
	All Areas of Project											
1	Mobilization	Incidental		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1
2	Temporary Traffic Control and Maintenance	Incidental		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2
3	Contractor Furnished Survey/Layout	Incidental		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3
4	Saw Cutting of Streets, Curbs and Sidewalks	LF	1650	\$ 8.50	\$ 14,025.00	\$ 5.00	\$ 8,250.00	\$ 4.50	\$ 7,425.00	\$ 5.00	\$ 8,250.00	4
5	Siltation and Erosion Control	LS	1	\$ 950.00	\$ 950.00	\$ 2,120.00	\$ 2,120.00	\$ 500.00	\$ 500.00	\$ 2,500.00	\$ 2,500.00	5
6	Relocate Existing Irrigation	LS	1	\$ 2,750.00	\$ 2,750.00	\$ 4,570.00	\$ 4,570.00	\$ 2,300.00	\$ 2,300.00	\$ 2,000.00	\$ 2,000.00	6
7	Adjust or Remove Existing Improvements Including Curbs & V.	LS	1	\$ 34,500.00	\$ 34,500.00	\$ 10,110.40	\$ 10,110.40	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	7
8	Concrete Sidewalk Removal and Replacement, including ram	SF	2600	\$ 14.70	\$ 38,220.00	\$ 20.50	\$ 53,300.00	\$ 12.50	\$ 32,500.00	\$ 17.00	\$ 44,200.00	8
9	Detectable warning pad (truncated dome)	SF	104	\$ 37.00	\$ 3,848.00	\$ 24.00	\$ 2,496.00	\$ 16.00	\$ 1,664.00	\$ 25.00	\$ 2,600.00	9
10	Install Ceramic Expansion Joint Material 2" thick x 6" to 8" de	LF	692	\$ 106.00	\$ 73,352.00	\$ 19.50	\$ 13,494.00	\$ 16.00	\$ 11,072.00	\$ 18.00	\$ 12,456.00	10
11	Finish Grade/Sod/Fertize All Disturbed Areas	LS	1	\$ 20,900.00	\$ 20,900.00	\$ 3,030.00	\$ 3,030.00	\$ 12,500.00	\$ 12,500.00	\$ 8,000.00	\$ 8,000.00	11
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
				R.V. Wagner, Inc.		J.M. Marschuetz Constr. Co.		Amcon Municipal Concrete		Engr.'s Est.		
Bid As-Read				\$ 188,545.00		\$ 97,370.40		\$ 72,961.00		\$ 85,006.00		
Total Bid				\$ 188,545.00		\$ 97,370.40		\$ 72,961.00		\$ 85,006.00		

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

BOARD OF ALDERMEN
MEETING AGENDA
SEPTEMBER 2, 2020
7:00 p.m.

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

Mayor Zucker
Alderman Costlow
Alderman Klingerman
Alderman Gotway
Alderman Koch
Alderman Wandling
Alderman Ungerboeck

CONSENT AGENDA

1. Board of Aldermen Minutes 08-19-20
2. Work Session Summary 08-19-20
3. Expenditures for Approval 09-02-20
4. Treasurer's Report – As of July 31, 2020

ITEMS REMOVED FROM CONSENT AGENDA

OPEN FORUM

NEW BUSINESS

1. **BILL #20-52**

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A PURCHASE AGREEMENT WITH WHI PROPERTY, LLC FOR THE SALE OF 83 HUBBLE DRIVE

2. **BILL #20-53**

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE A CONTRACT AGREEMENT BY AND BETWEEN THE CITY AND AMCON MUNICIPAL CONCRETE, LLC, FOR THE CONSTRUCTION OF CERTAIN PEDESTRIAN FACILITIES IMPROVEMENTS AND STREET MAINTENANCE

STAFF COMMUNICATIONS

1. City Attorney
2. City Engineer
3. City Administrator
4. Staff
5. Aldermen
6. 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

The City of Dardenne Prairie Board of Aldermen meeting was called to order at 7:12 p.m. The meeting was held at Dardenne Prairie City Hall located at 2032 Hanley Road.

The meeting was opened with the Pledge of Allegiance followed by the invocation by Mayor Zucker.

Present at roll call were Mayor Zucker, Aldermen Costlow, Wandling and Gotway. Attending via video conferencing were Aldermen Koch, Ungerboeck and Klingerman. Also present were City Clerk Kim Clark, City Engineer Luke Kehoe, City Administrator Dan Lang and City Attorney John Young. Staff member Amelong was also present.

CONSENT AGENDA

1. Board of Aldermen Minutes 08-05-20
2. Work Session Summary 08-05-20
3. Expenditures for Approval 08-19-20 - \$170,004.09

With no objections, the consent agenda was approved.

OPEN FORUM – The following individual was in attendance to speak:
Arnie Dienoff – P.O. Box 1535, O'Fallon, MO 63366

PUBLIC HEARING

1. REZONING REQUEST AND P.U.D. REQUEST – AREA PLAN FOR THE PROPOSED "DARDENNE PLACE VILLAS" RESIDENTIAL SUBDIVISION FROM APPLICANT RIVERVIEW REAL ESTATE COMPANY, L.L.C. AND PROPERTY OWNER DARDENNE PARTNERSHIP.

Dale Bax of Bax Engineering was in attendance to present the plan.

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

NEW BUSINESS

A motion was made by Alderman Ungerboeck, seconded by Alderman Wandling to read Bill #20-48 for the first time by title only. Motion passed unanimously.

BILL #20-48

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, PROVIDING FOR REZONING OF APPROXIMATELY 5.15 ACRES OF LAND FROM "R-1A", SINGLE-FAMILY RESIDENTIAL DISTRICT, TO "R-1D" SINGLE-FAMILY RESIDENTIAL DISTRICT, PLANNED UNIT DEVELOPMENT, AND APPROVING THE AREA PLAN FOR SAME

A motion was made by Alderman Wandling, seconded by Alderman Gotway to read Bill #20-48 for the second time by title only. Motion passed unanimously.

A motion was made by Alderman Wandling, seconded by Alderman Klingerman to put Bill #20-48 to final vote. Roll call was as follows:

Alderman Gotway - Aye
Alderman Koch – Aye
Alderman Ungerboeck – Aye

Alderman Klingerman – Aye
Alderman Costlow – Aye
Alderman Wandling – Aye

Mayor Zucker declared Bill #20-48 passed and designated it to be Ordinance #2043.

A motion was made by Alderman Klingerman, seconded by Alderman Wandling to read Bill #20-49 for the first time by title only. Motion passed unanimously.

BILL #20-49

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE MAYOR AND/OR CITY ADMINISTRATOR TO EXECUTE A COMMON AGREEMENT WITH THE ECONOMIC DEVELOPMENT CENTER OF ST. CHARLES COUNTY FOR ECONOMIC DEVELOPMENT SERVICES

A motion was made by Alderman Ungerboeck, seconded by Alderman Wandling to read Bill #20-49 for the second time by title only. Motion passed unanimously.

A motion was made by Alderman Wandling, seconded by Alderman Costlow to put Bill #20-49 to final vote. Roll call was as follows:

Alderman Klingerman - Aye	Alderman Wandling – Aye
Alderman Costlow – Aye	Alderman Ungerboeck – Aye
Alderman Koch – Aye	Alderman Gotway – Aye

Mayor Zucker declared Bill #20-49 passed and designated it to be Ordinance #2044.

A motion was made by Alderman Wandling, seconded by Alderman Ungerboeck to read Bill #20-50 for the first time by title only. Motion passed unanimously.

Bill #20-50

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AMENDING THE PROVISIONS OF CHAPTER 355 OF THE MUNICIPAL CODE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI; ENACTING A NEW SECTION 355.135; AND PROVIDING REGULATIONS PERTAINING TO THE OPERATION AND USE OF GOLF CARTS UPON CITY STREETS AND PROPERTY

A motion was made by Alderman Klingerman, seconded by Alderman Wandling to read Bill #20-50 for the second time by title only. Motion passed unanimously.

A motion was made by Alderman Wandling, seconded by Alderman Costlow to put Bill #20-50 to final vote. Roll call was as follows:

Alderman Costlow - Aye	Alderman Koch – Nay
Alderman Ungerboeck – Aye	Alderman Wandling – Aye
Alderman Gotway – Nay	Alderman Klingerman – Aye

Mayor Zucker declared Bill #20-50 passed and designated it to be Ordinance #2045.

A motion was made by Alderman Wandling, seconded by Alderman Gotway to read Bill #20-51 for the first time by title only. Motion passed unanimously.

Bill #20-51

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, ANNEXING CERTAIN ADJACENT PROPERTY INTO THE CITY; AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE AN ANNEXATION AGREEMENT WITH STEPHEN L. ZAHNER AND ERIN C. ZAHNER; AND REPEALING ORDINANCE NO. 2003

A motion was made by Alderman Wandling, seconded by Alderman Ungerboeck to read Bill #20-51 for the second time by title only. Motion passed unanimously.

A motion was made by Alderman Wandling, seconded by Alderman Klingerman to put Bill #20-51 to final vote. Roll call was as follows:

Alderman Ungerboeck - Aye

Alderman Costlow - Aye

Alderman Wandling – Aye

Alderman Gotway – Aye

Alderman Klingerman – Aye

Alderman Koch – Aye

Mayor Zucker declared Bill #20-51 passed and designated it to be Ordinance #2046.

OLD BUSINESS

A motion was made by Alderman Gotway, seconded by Alderman Ungerboeck to postpone Bill #20-32. Motion passed unanimously.

BILL #20-32 (Tabled on 06-17-20)

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, APPROVING A RECORD PLAT FOR DRAGONSTONE SUBDIVISION LOCATED IN THE CITY OF DARDENNE PRAIRIE, MISSOURI

STAFF COMMUNICATIONS

Alderman Klingerman mentioned St. Williams Apartment is looking to fill a custodial/maintenance position.

Alderman Koch mentioned vehicles are driving on the BaratHaven trail.

Aldermen Ungerboeck requested the status of the ballfield project.

Mayor Zucker mentioned the concert in the park on Friday, August 21st will feature Trixie Delight. He also mentioned the St. Charles Community College Culinary Arts Center ribbon cutting on August 26th. He also provided an update on his continuation to pursue the two highway projects.

ADJOURNMENT

A motion was made by Alderman Gotway, seconded by Alderman Klingerman to adjourn the meeting at 8:10 p.m. Motion passed unanimously.

Respectfully submitted,

Kim Clark, City Clerk

The City of Dardenne Prairie work session was called to order at 6:00 p.m.

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

The following were in attendance: Mayor Zucker, Aldermen Costlow and Wandling. Attending via video conferencing was Alderman Klingerman, Koch and Ungerboeck. Aldermen Gotway arrived at approximately 6:55. Also present were City Clerk Kim Clark, City Engineer Luke Kehoe, City Administrator Dan Lang and City Attorney John Young. Staff members Amelong and Potts were also in attendance.

The meeting was opened with the Pledge of Allegiance.

ITEMS FOR DISCUSSION AND CONSIDERATION

1. Ordinance authorizing Common Agreement with the EDC for marketing, training and education, loan packaging and servicing for Industrial Revenue Bonds and SBA 504 Loans from the Economic Development Center of St. Charles County (Lang)
2. Ordinance authorizing voluntary annexation of 2676 Technology Dr. (Zahner Property) (Lang)

STAFF COMMUNICATIONS

Alderman Klingerman mentioned St. Williams Apartment is looking to fill a custodial/maintenance position.

Alderman Costlow thanked staff for providing the packet in a searchable format.

Mayor Zucker mentioned the St. Charles County Veterans Museum has sent out sponsorship letters and invited the City to contribute. He also mentioned traffic calming measures and the opportunity to borrow a portable radar trailer from St. Charles County and requested suggestions from the Aldermen on placement.

A motion was made by Alderman Klingerman, Seconded by Alderman Ungerboeck to hold a closed session pursuant to RSMo 610.021 section (1) Litigation and Privileged Communications and (2) Real Estate. Motion passed unanimously. Roll call was as follows:

Alderman Koch – Aye	Alderman Klingerman – Aye
Alderman Wandling – Aye	Alderman Costlow – Aye
Alderman Ungerboeck – Aye	Alderman Gotway – Absent

CLOSED SESSION**RETURN TO REGULAR MEETING AGENDA****ADJOURNMENT**

With no objections, the meeting was adjourned at 7:05 p.m.

Respectfully submitted,

Kim Clark, City Clerk

EXPENDITURES FOR APPROVAL
09/02/20

1 Archimages	Services to 7-31-20 for Athletic Complex	1,922.12
2 Chris Wilmes	Fee for Garage/Shed Usage - August & September 2020	600.00
3 Cochran	Project Planning, Consulting, Construction Management -Athletic Complex	8,570.70
4 Cochran	Engineering Fees-Athletic Complex	835.45
5 Cuivre River Electric	Light on Weldon Spring	35.26
6 Cuivre River Electric	Henke/Feise Rd. Traffic Signals	61.00
7 Cuivre River Electric	Light at Georgetown Park	54.36
8 Cuivre River Electric	Lights at St. Williams Apts.	29.13
9 Cuivre River Electric	Hanley Rd. Traffic Signal	74.00
10 Duckett Creek	Services to 7-31-20	2.39
11 First Bank	Credit Card Charges	3,440.91
12 Green Clean Commercial	Cleaning for 8-21-20 Concert	270.00
13 Hoff Heating & A/C	City Hall Thermostat 3 Programming Repair	109.00
14 Insurance: Anthem	Health-September 2020	6,359.02
15 Insurance: Principal Life	Life: September, 2020	247.18
16 Jeffrey J. Sandcork	Prosecuting Attorney: September, 2020	1,100.00
17 St. Charles Co Economic Development Ctr	Annual Contract for Services	6,500.00
18 The Law Office of Dennis Chassaniol	Municipal Judge: September, 2020	500.00
19 Tyler Technologies	Annual Court Software	2,251.37
		32,961.89

Approved by Board of Aldermen 09-02-20

Mayor David C. Zucker

TREASURER'S REPORT

As of July 31, 2020

General Fund	792,476.63
Special Revenue Fund	148,903.57
Parks & Storm Water Fund	983,963.01
Parks & Storm Water Umpire Fund	3,385.98
Capital Improvement Sales Tax Fund	205,626.21
Municipal Bond Account	4,225.00
Escrow/Bond Account	382,313.36
Petty Cash	100.00
Cash Drawer	200.00
Commerce Bank Investments	1,237,000.00
Charles Schwab Investments	2,266,716.59
TOTAL	6,024,910.35

COP Series 2020	2,805,602.72
-----------------	--------------

Bryan Road NID Bond Fund	154,451.99
--------------------------	------------

Bryan Road NID Bond Reserve Fund	122,599.41
----------------------------------	------------

Respectfully submitted,



Kim Clark

City Clerk/Treasurer

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI,
AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A
PURCHASE AGREEMENT WITH WHI PROPERTY, LLC FOR THE
SALE OF 83 HUBBLE DRIVE**

WHEREAS, the Board of Aldermen of the City of Dardenne Prairie finds and determines that it is in the best interest of the residents of the City to sell certain real property located at 83 Hubble Drive to WHI Property, LLC;

**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 Purchase Agreement attached hereto, marked as **Exhibit A**, and incorporated by reference herein, by and between the City of Dardenne Prairie, Missouri and WHI Property, LLC be and they hereby are approved and the City Administrator is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Purchase Agreement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Purchase Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Purchase Agreement and this Ordinance.

SECTION 2. Savings Clause: Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

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

SECTION 4. Effective Date: This Ordinance shall 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.

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

Read two times and passed this ____ day of _____, 2020.

As Presiding Officer and as Mayor

Attest:

City Clerk

Approved this ____ day of _____, 2020.

Mayor

Attest:

City Clerk

EXHIBIT A

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is made and entered into as of the date of the last signature hereto (the "Effective Date"), by and between the City of Dardenne Prairie, Missouri, a municipal corporation and city of the fourth class ("Seller") and WHI Property, LLC, a Missouri limited liability company ("Purchaser") (the Seller and the Purchaser are sometimes collectively referred to as the "parties" or individually as a "party").

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Sale of Property; Description.** Seller agrees to sell and convey to Purchaser and Purchaser hereby agrees to purchase, all that parcel of land known and numbered as 83 Hubble Drive, Dardenne Prairie, Missouri, 63368, in St. Charles County, Missouri ("Parcel") together with the following:

- 1.1. All rights and appurtenances pertaining to the Parcel, including any right, title, and interest of Seller in and to adjacent streets, roads, alleys, and rights-of-way;
- 1.2. All improvements situated on the Parcel;
- 1.3. Such other rights, interests, and properties as may be specified in this Agreement to be sold, transferred, assigned, or conveyed by Seller to Purchaser.

The Parcel, together with the improvements, rights, interests, fixtures, and other properties previously described herein, are collectively called the "Property".

2. **Purchase Price and Method of Payment.** The total purchase price ("Purchase Price") for the Property is Three Hundred Seventy-Six Thousand One Hundred Forty-Five and no/100 Dollars (\$376,145.00), subject to the prorations and adjustments as set forth in this Agreement. The Purchase Price shall be paid as follows:

- 2.1. Earnest Money. Ten Thousand and no/100 Dollars (\$10,000.00) earnest money shall be deposited with a title company of Purchaser's choice ("Title Company") as escrow agent within three (3) days of acceptance by Seller. The earnest money shall be deposited in a non-interest bearing account.
- 2.2. Payment at Closing. At Closing, the Purchase Price shall be paid in cash, or by certified, cashier's, or bank check, or by wired funds, subject to the adjustments and prorations as provided for herein.
- 2.3. Financing Contingency. The Purchaser's obligation to close is contingent upon Purchaser's receipt, on or before October 30, 2020, of a written commitment for a

conventional loan to be secured by a first deed of trust on the Property. The loan commitment shall contain terms at least as favorable to the Purchaser as the following:

2.3.1. Principal Amount: \$366,145.00

2.3.2. Interest Rate: 5%

2.3.3. Term: 180 months

3. **Prorations and Adjustments.** The following prorations and adjustments shall be made to the Purchase Price at Closing:

- 3.1. Taxes. All real estate taxes ("Taxes") imposed on the Property for the year in which Closing occurs or any prior year shall be prorated and adjusted to the date of Closing ("Closing Date"), based on the latest information available with respect to Taxes and shall be added or deducted from the Purchase Price as appropriate, without any post-closing adjustment.
- 3.2. Other Prorated Items. Common area charges, fees and charges for utilities, if any, shall be prorated to the Closing Date and the amount thereof shall be added to or deducted from the Purchase Price as the case may be.
- 3.3. Release of Encumbrances. On or before Closing, Seller shall cause, at Seller's cost, any and all mechanic's liens, security interests, mortgages or deeds of trust affecting the Property to be satisfied and released.
- 3.4. Expenses. Seller shall pay for all expenses in connection with the payment of any liens for which Seller is obligated to release and any attorneys' fees Seller may incur in releasing the liens. Purchaser shall pay for all title insurance and commitment costs and expenses (including any endorsements), surveyor's costs and expenses, real estate transfer or documentary taxes (if any), the recording fee for the special warranty deed, and Purchaser's tests and inspections. Each party shall pay an equal share of all other closing costs.

4. **Representations, Warranties and Covenants.**

- 4.1. Seller represents, warrants and covenants that Seller is the sole owner of the Property and has good and marketable fee simple title to the Property, subject only to existing zoning ordinances, easements, and restrictions of record.
- 4.2. Purchaser represents, warrants and covenants that: Purchaser is relying on its own investigation and inspection of the Property, title commitment, survey, and inspections, all to the extent conducted by Purchaser in Purchaser's sole judgment; Purchaser will take title to the Property in its AS IS, WHERE IS condition based solely on such investigations and inspections; Seller and its representatives have not made any warranty or representation, express or implied, written or oral, concerning the Property except as

set forth in Section 4.1; Purchaser has the authority and capacity to enter into and perform this Agreement, and the person who executes this Agreement on behalf of Purchaser represents and warrants that such person has been authorized to do so; Purchaser is not bankrupt or insolvent; and Purchaser shall neither encumber nor cause any liens to be created against the Property in any way, nor record this Agreement or a memorandum hereof, prior to Closing. Purchaser's liability for breach of its representations, warranties and covenants shall survive Closing and shall not be merged into any deed or other document given at Closing.

5. **Breach of Representations Warranties or Covenants.** In the event of the breach of any representation, warranty or covenant made in this Agreement by either party, the breaching party agrees to indemnify the non-breaching party from and against any and all claims, losses, liabilities, costs, expenses (including reasonable attorneys' fees and litigation costs), and charges arising as a consequence of such breach.
6. **Items to be Delivered to Purchaser before Closing.** Within three (3) days following the Effective Date, Seller will provide Purchaser with signed originals, or photocopies of signed originals, of the following items, if any, in Seller's possession and relating to the Property:
 - 6.1. Engineering Reports;
 - 6.2. Environmental Site Assessments and Reports;
 - 6.3. Surveys, Plats and Plans;
 - 6.4. FEMA Flood Plain Maps;
 - 6.5. Title commitments; and
 - 6.6. Deeds.
7. **Title and Survey Contingencies.** In addition to any other conditions set forth in this Agreement, Purchaser's obligation to close on the purchase of the Property shall be subject to the fulfillment of the following contingencies on or before October 30, 2020 ("Title Contingency Date"):
 - 7.1. Purchaser's approval of a land survey of the Property (the "Survey").
 - 7.2. Purchaser obtaining, to Purchaser's satisfaction, a commitment for an owner's policy of title insurance ("Commitment") reflecting good and marketable fee simple title to the Property and all easements and other rights benefiting the Property in a condition approved by Purchaser.

If Purchaser notifies Seller, in writing, that it has not satisfied or waived each of the above contingencies by 5:00 p.m. on or before the Title Contingency Date, this Agreement shall, at the close of business on the applicable date, terminate without further action of the parties,

and in such event, all Earnest Money and interest thereon, shall be promptly returned to Purchaser. If Purchaser fails to notify Seller in writing within the applicable stated period that any contingency has not been satisfied or waived, such contingency shall be deemed satisfied.

If Purchaser does timely notify Seller, in writing, of Purchaser's objections to the state of title as evidenced by the Survey or Commitment, Seller has ten (10) calendar days from receipt of said notice to either: (a) agree in writing to correct Purchaser's objections, at Seller's expense, on or before Closing; or (b) refuse to correct some or all of Purchaser's objections. Failure by Seller to respond in writing within the stated time period shall constitute a refusal to correct all objections of Purchaser.

If Seller refuses to correct any or all of Purchaser's objections, Purchaser has ten (10) calendar days from the Title Contingency Date to either: (i) waive Purchaser's objections and proceed to Closing hereunder, or (ii) terminate this Agreement, whereupon all Earnest Money and interest thereon shall be promptly returned to Purchaser.

8. **Inspections and Other Contingencies.** Seller grants to Purchaser and its agents access to the Property so that Purchaser may conduct a complete physical inspection of the Property, including environmental due diligence, at Purchaser's sole cost and expense, provided that such inspections do not cause any damage to the Property or, if the Property is damaged, that any such damage is immediately repaired by Purchaser. Purchaser shall be liable to Seller for the acts of any person or persons, employee(s), representative, contractor, or consultant that Purchaser may engage, and Purchaser shall maintain adequate insurance or cause each to maintain adequate insurance at all times while performing any property inspections. Purchaser agrees that the results of any inspection or test and the reports or conclusions of Purchaser and Purchaser's representatives shall be kept confidential (except as required by law) by Purchaser and Purchaser's representatives; provided that Purchaser may disclose such items to Purchaser's attorney, accountants, lenders and other parties reasonably necessary to enable Purchaser to purchase the Property.

Purchaser's obligation to close on the purchase of the Property shall be subject to the fulfillment of the following contingencies on or before the dates specified herein:

- 8.1. Purchaser's satisfaction with the physical, environmental and overall condition of the Property for Purchaser's intended use of the Property on or before October 30, 2020.
- 8.2. The Property appraising for not less than the Purchase Price by an appraiser selected by Purchaser or Purchaser's lender on or before October 30, 2020.
- 8.3. Purchaser obtaining all necessary governmental approvals for Purchaser's intended use of the Property, including construction of a state of the art tower training facility to include a ninety (90) foot lattice structure on or before November 20, 2020.

If Purchaser does not give written notice to Seller on or before the applicable deadline set forth above that the contingencies herein have either been satisfied (or waived) by Purchaser,

then this Agreement shall be terminated and any Earnest Money paid shall be returned to Purchaser.

9. **Closing.** The Closing of the purchase and sale of the Property shall take place at the Title Company on December 1, 2020. Closing may be at some other time and/or place as Seller and Purchaser may agree to in writing. At Closing, Seller shall deliver actual possession and occupancy of the Property to Purchaser. If Purchaser or Seller's time to respond extends beyond the Closing Date, the Closing Date shall be automatically extended to the date by which the response must be received by the other party.
10. **Seller's Obligations at Closing.** At Closing, Seller shall deliver the following items, all of which shall be duly executed and acknowledged in recordable form, where appropriate:
 - 10.1. Copies of all keys to the Property that are in the possession of the Seller.
 - 10.2. A Special Warranty Deed in a form approved by Purchaser, conveying fee simple title to the Property to Purchaser in accordance with the requirements of the Commitment, subject only to real estate taxes for the year of Closing which are not then due and payable, special assessments becoming a lien after the Closing Date, zoning ordinance and restrictions, encumbrances, rights-of-way and other matters of record, if any.
 - 10.3. Written release of any lien, security interest, mortgage or deed of trust, mechanic's lien or other encumbrance affecting the Property which is not assumed by Purchaser.
 - 10.4. A Seller's Affidavit (limited to facts of which Seller has actual knowledge) in form satisfactory to Purchaser and customarily used by the Title Company to permit Purchaser to obtain the owner's policy of title insurance without the standard or general pre-printed title exceptions shown on the Commitment and in conformance with the provisions of this Agreement.
 - 10.5. An affidavit of Seller in form and substance satisfactory to Purchaser setting forth Seller's United States taxpayer identification number and certifying that Seller is not a foreign person as that term is used and defined in *Section 1445* of the United States Internal Revenue Code.
11. **Purchaser's Obligations at Closing.** At closing, Purchaser shall pay the Purchase Price (subject to adjustment and proration as provided in this Agreement), and deliver any other documents necessary to consummate the transaction contemplated by this Agreement.
12. **Risk of Loss or Damage.** The risk of loss or damage to the Property is assumed by Seller until Closing of this transaction. In the event of such loss or damage, the Purchaser may, at Purchaser's option, (i) terminate this Agreement and receive an immediate refund of all Earnest Money, or (ii) purchase the Property "as is", in which event all insurance proceeds shall be paid to Purchaser.

13. **Notices.** Any documents or communication to be given to either party under this Agreement, except that required to be given at Closing, shall be in writing, and personally delivered or sent by certified mail, return receipt-requested, addressed to the following:

If to Purchaser: Richard E. Heisler, Jr.
 WHI Property, LLC
 7870 Mexico Road
 St. Peters, MO 63376

With a copy to:

Rob Lutfiyya
Lutfiyya Law Firm, LLC
1750 South Brentwood Boulevard, Suite 810
Brentwood, MO 63144

If to Seller: City of Dardenne Prairie
 Attn: Dan R. Lang, City Administrator
 2032 Hanley Rd
 Dardenne Prairie, MO 63368

With a copy to:

Keith Schneider
Cushman & Wakefield
1551 Wall Street, Suite 200
St. Charles, MO 63303

14. **Broker's Commissions.** Seller represents and warrants to Purchaser that Seller has retained Cushman & Wakefield as Seller's agent in connection with this transaction, and that pursuant to Seller's agreement with Cushman & Wakefield, Cushman & Wakefield is entitled to a six percent (6%) commission on the total sale price of the transaction, to be paid by Seller. Purchaser represents and warrants to Seller that Purchaser is represented by Lutfiyya Law Firm, LLC in connection with this transaction. Cushman & Wakefield and Lutfiyya Law Firm, LLC agree that Lutfiyya Law Firm, LLC shall receive a commission of three percent (3%) to be paid by Seller, and that no commission shall be due from Purchaser. For the purposes of calculating the commission referenced herein, the total sale price shall include all consideration received by Seller for the Property without setoff or reduction for closing adjustments or other charges.

Seller and Purchaser each represent and warrant to each other that no other third-party broker or finder is entitled to compensation as a consequence of this transaction. Seller and Purchaser agree to indemnify, defend and save each other harmless against the claims, damages, losses, liabilities, judgments, costs and expenses (including attorney's fees) from

and against any claims by any broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Seller or Purchaser with regard to this transaction. This provision shall survive any termination of this Agreement and the Closing.

15. Defaults and Remedies.

15.1. Default by Seller. If any of Seller's representations, warranties or covenants contained in this Agreement are untrue in any material respect (either when made or at Closing) or if Seller shall have failed to have timely performed any of its obligations, covenants and/or agreements contained in this Agreement, then Purchaser, at its option may as its sole and exclusive remedy elect any one of the following:

15.1.1. Purchaser may specifically enforce the provisions of this Agreement; or

15.1.2. Purchaser may cancel and terminate this Agreement and in such event all Earnest Money shall immediately be paid to Purchaser.

15.2. Default by Purchaser. If any of Purchaser's representations, warranties or covenants contained in this Agreement are untrue in any material respect (either when made or at Closing) or if Purchaser shall have failed to have timely performed any of its obligations, covenants and/or agreements contained in this Agreement, including the failure to close the purchase of the Property due to the default of Purchaser under this Agreement, the Earnest Money shall be paid to Seller as liquidated damages as Seller's sole and exclusive remedy for such default.

15.3. Notwithstanding the provisions of Section 15.2, in any action or litigation between Purchaser and Seller as a result of failure to perform or default under this Agreement, the prevailing party shall be entitled to recover such reasonable attorneys' fees and court costs as may be awarded by the court.

16. Miscellaneous.

16.1. Binding Effect. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

16.2. Assignability. This Agreement is assignable by Purchaser upon the prior, written consent of Seller.

16.3. Waiver. No failure or delay on the part of either party in exercising any right, nor any action on the part of either party or any course of dealing or partial performance shall be deemed a waiver of any right of a party set forth herein or a modification of any terms set forth herein.

- 16.4. Signatory Warranty. Each Person executing this Agreement warrants that he/she is authorized to do so on behalf of the Party for whom he/she signs this Agreement.
- 16.5. Electronic/Facsimile Execution. For purposes of executing this Agreement, a document signed and transmitted electronically or by facsimile machine is to be treated as an original document. The signature of any party thereon, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party, any electronic or facsimile document is to be re-executed in original form by the parties who executed the electronic or facsimile document.
- 16.6. Time Periods. If any date, time period or deadline hereunder falls on a weekend or a state, federal, or banking holiday, then such date shall be extended to the next occurring business day.
- 16.7. Agreement Separable. If any provision of this Agreement is unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained in the Agreement.
- 16.8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
- 16.9. Survival of Representations. The representations, warranties, covenants and indemnifications contained herein shall survive Closing for one year and be binding upon and enforceable between the parties.
- 16.10. Headings. The paragraphs or section headings herein are for convenience or reference only and shall not be deemed to vary the content of this Agreement or the covenants, agreements, representations and warranties herein set forth or limit the provisions or scope thereof.
- 16.11. Entire Agreement. This Agreement constitutes the entire agreement between Seller and Purchaser, and there are no other agreements, terms, conditions, or understandings either oral or written, between them concerning the Property other than those set forth in this Agreement. No subsequent change to this Agreement shall be binding upon Seller or Purchaser unless in writing and signed by both Seller and Purchaser.

IN WITNESS WHEREOF, the Purchaser has executed this agreement on the day and year so stated.

WHI Property, LLC, Purchaser

By _____
Richard E. Heisler, Jr., Member Date _____

Lutfiyya Law Firm, LLC, Purchaser's Agent

By _____
Rob Lutfiyya, Member Date _____

City of Dardenne Prairie, Missouri, Seller

By _____
_____, _____
(printed name) *(title)* Date _____

Cushman & Wakefield, Seller's Agent

By _____
_____, _____
(printed name) *(title)* Date _____

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI,
AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND
EXECUTE A CONTRACT AGREEMENT BY AND BETWEEN THE CITY
AND AMCON MUNICIPAL CONCRETE, LLC, FOR THE
CONSTRUCTION OF CERTAIN PEDESTRIAN FACILITIES
IMPROVEMENTS AND STREET MAINTENANCE**

WHEREAS, the City solicited bids for the construction of certain pedestrian access improvements in the Dardenne Landing, Manors at Hanley Crossing, Providence, and Lewis and Clark subdivisions, and for street pavement maintenance in the Villages at Dardenne McCluer Village and Campbell Village subdivisions (the “Project”); and

WHEREAS, a total of three (3) sealed bids for the Project were received and opened publicly by the City on August 25, 2020; and

WHEREAS, the Board of Aldermen of the City (the “Board of Aldermen”) hereby finds and determines that Amcon Municipal Concrete, LLC, submitted the apparent lowest responsible bid for the Project; and

WHEREAS, the Board of Aldermen hereby further finds and determines that it is to the benefit of the residents of the City to enter into a Contract Agreement with Amcon Municipal Concrete, LLC, for the Project;

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

SECTION 1. That the bid submitted by Amcon Municipal Concrete, LLC, for the Project, opened publicly at City Hall on August 25, 2020, a copy of which is on file in the Office of the City Clerk and incorporated by reference herein, be and is hereby accepted by the Board of Alderman of the City of Dardenne Prairie, Missouri as the lowest responsible bid for the Project.

SECTION 2. That the form, terms, and provisions of the Contract Agreement by and between the City of Dardenne Prairie, Missouri, and Amcon Municipal Concrete, LLC, attached hereto marked as Exhibit A, and incorporated by reference herein (the “Contract”), 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 Contract in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Contract and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Contract and this Ordinance.

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

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

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

Read two times and passed this ____ day of _____, 2020.

As Presiding Officer and as Mayor

Attest:

City Clerk

Approved this ____ day of _____, 2020.

Mayor

Attest:

City Clerk

EXHIBIT A

[attach Contract Agreement]