

**DARDENNE**



**PRAIRIE**

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

**BOARD OF ALDERMEN  
WORK SESSION AGENDA  
NOVEMBER 16, 2022  
6:00 p.m.**

**CALL MEETING TO ORDER**

**PLEDGE OF ALLEGIANCE**

**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**

**DARDENNE**



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

**BOARD OF ALDERMEN  
MEETING AGENDA  
NOVEMBER 16, 2022  
7:00 p.m.**

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**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 10-19-22 & 11-02-22
2. Work Session Summary 10-19-22 & 11-02-22
3. Expenditures for Approval 11-16-22
4. Temporary Use Permit – ICD – Christmas Tree Sales
5. Escrow Release – KAPB, LLC – Salfen Farms - \$274,085.71
6. Escrow Release – Inverness Development, LLC - Inverness Phase 3 - \$1,909,113.09
7. Escrow Release – Luetkenhaus Properties, Inc. - Arden Point - \$189,263.13

**ITEMS REMOVED FROM CONSENT AGENDA**

**OPEN FORUM**

## NEW BUSINESS

1. **Bill #22-66**

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO IMPLEMENT THE EMPLOYER SPONSORED DEFERRED COMPENSATION PLAN BY EXECUTING CERTAIN DOCUMENTS PREPARED BY THE INTERNATIONAL CITY MANAGEMENT ASSOCIATION RETIREMENT CORPORATION, D/B/A MISSION SQUARE RETIREMENT

2. **Bill #22-67**

APPROVING A CHANGE ORDER PURSUANT TO THE CITY - CONTRACTOR AGREEMENT WITH M & H CONCRETE CONTRACTORS, INC. FOR THE CONCRETE SLAB REMOVAL AND REPLACEMENT PROJECT

3. **Bill #22-68**

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, APPOINTING THE MUNICIPAL JUDGE

4. **Bill #22-69**

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, APPOINTING A PROVISIONAL MUNICIPAL JUDGE

5. **Bill #22-70**

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE APPOINTMENT OF JONATHAN B. FUCHS AS MUNICIPAL PROSECUTING ATTORNEY FOR THE CITY OF DARDENNE PRAIRIE, MISSOURI

## 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

The City of Dardenne Prairie Board of Aldermen meeting was called to order at 7:06 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 a moment of silence.

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

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

#### **CONSENT AGENDA**

1. Board of Aldermen Minutes 09-21-22 and 10-05-22
2. Work Session Summary 09-21-22 and 10-05-22
3. Expenditures for Approval 10-19-22
4. Appointment to Planning & Zoning Commission – Richard Musler
5. Treasurer's Report – As of 07-31-22
6. Treasurer's Report – As of 08-31-22
7. Treasurer's Report – As of 09-30-22

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

Laura Gittermeier – 6 Jura Court  
Jol King – 2 Toussaint Drive  
Cheri Hawes – 12 Pine Cone Court

#### **NEW BUSINESS**

A motion was made by Alderman Sansone, seconded by Alderman Costlow to read Bill #22-61 for the first time by title only. Motion passed unanimously.

#### **Bill #22-61**

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, ENACTING A NEW CHAPTER 632, AND REGULATING MOBILE FOOD VENDORS AND ICE CREAM TRUCKS

A motion was made by Alderman Ungerboeck, seconded by Alderman Johnson to read Bill #22-61 for the second time by title only. Motion passed unanimously.

A motion was made by Alderman Wandling, seconded by Alderman Ungerboeck to put Bill #22-61 to final vote. Roll call was as follows:

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

Mayor Gotway declared Bill #22-61 passed and designated it to be Ordinance #2213.

A motion was made by Alderman Ungerboeck, seconded by Alderman Wandling to read

Bill #22-62 for the first time by title only. Motion passed unanimously.

**Bill #22-62**

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, APPROVING THE AMENDED P.U.D. FINAL PLAN PHASE 3 FOR A CERTAIN DEVELOPMENT COMMONLY KNOWN AS "INVERNESS" AND LOCATED THE CITY OF DARDENNE PRAIRIE, MISSOURI

A motion was made by Alderman Johnson, seconded by Alderman Wandling to read Bill #22-62 for the second time by title only. Motion passed unanimously.

A motion was made by Alderman Ungerboeck, seconded by Alderman Wandling to put Bill #22-62 to final vote. Roll call was as follows:

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

Mayor Gotway declared Bill #22-62 passed and designated it to be Ordinance #2214.

A motion was made by Alderman Ungerboeck, seconded by Alderman Johnson to read Bill #22-63 for the first time by title only. Motion passed unanimously.

**Bill #22-63**

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, APPROVING AN AMENDED P.U.D. FINAL PLAN FOR A CERTAIN DEVELOPMENT COMMONLY KNOWN AS "THE PRAIRIE" LOCATED IN THE CITY OF DARDENNE PRAIRIE, MISSOURI

A motion was made by Alderman Costlow, seconded by Alderman Ungerboeck to read Bill #22-63 for the second time by title only. Motion passed unanimously.

A motion was made by Alderman Sansone, seconded by Alderman Wandling to put Bill #22-63 to final vote. Roll call was as follows:

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

Mayor Gotway declared Bill #22-63 passed and designated it to be Ordinance #2215.

A motion was made by Alderman Johnson, seconded by Alderman Ungerboeck to read Bill #22-64 for the first time by title only. Motion passed unanimously.

**Bill #22-64**

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, APPROVING THE P.U.D. FINAL PLAN FOR A CERTAIN DEVELOPMENT COMMONLY KNOWN AS "CONDOS AT TOWN CENTER" LOCATED IN THE CITY OF DARDENNE PRAIRIE, MISSOURI

A motion was made by Alderman Sansone, seconded by Alderman Wandling to read Bill #22-64 for the second time by title only. Motion passed unanimously.

A motion was made by Alderman Wandling, seconded by Alderman Ungerboeck to put Bill #22-64 to final vote. Roll call was as follows:

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

Mayor Gotway declared Bill #22-64 passed and designated it to be Ordinance #2216.

#### **STAFF COMMUNICATIONS**

City Engineer Tom Weis provided an update on the status of the slab replacement project including Bainbridge and McCluer. A street pavement rating was created and will be available to the Board. Status of the batting cage. Will but audited this year.

City Administrator James Knowles spoke about the preparation time table for the 2023 Budget. Set for October 24 numbers from staff, November 16 given to Board, and December 7 for a vote on approval. He spoke about the pad being placed by pickleball courts for seating. The current search for a Municipal Court Judge and Prosecuting Attorney was also mentioned. He also explained Sunshine requests for any Stump Road information.

#### **CLOSED SESSION**

A motion was made by Alderman Ungerboeck, Seconded by Alderman Wandling to hold a closed session pursuant to RSMo 610.021 section (1) Litigation and Privileged Communications; (2) Real Estate; (12) Sealed Bids and Related Documents. Motion passed unanimously. Roll call was as follows:

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

#### **ADJOURNMENT**

A motion was made by Alderman Ungerboeck, seconded by Alderman Sansone to adjourn the meeting at 8:50 p.m. Motion passed unanimously.

Respectfully submitted,

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Jen Bohn, Clerk

The City of Dardenne Prairie Board of Aldermen meeting was called to order at 7:02 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 a moment of silence.

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

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

#### **CONSENT AGENDA**

1. Expenditures for Approval 11-02-22 - \$339,985.73

#### **SPECIAL PRESENTATION**

Winner of the Dardenne Prairie 2022 Dog of the Year contest, Elmer, and his owner, Michael Voegelie.

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

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

#### **CLOSED SESSION**

#### **RETURN TO REGULAR MEETING AGENDA**

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

Cheri Hawes – 12 Pine Cone Court  
Laura Gittermeier – 6 Jura Court  
Kay Kannady – 6 Whispering Pines Court  
David Gittermeier – 6 Jura Court

#### **NEW BUSINESS**

A motion was made by Alderman Ungerboeck, seconded by Alderman Reilly to read Bill #22-65 for the first time by title only. Motion passed unanimously.

#### **Bill #22-65**

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI,  
AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ST. CHARLES  
COUNTY, MISSOURI FOR ROAD MAINTENANCE AND REPAIR**

A motion was made by Alderman Ungerboeck, seconded by Alderman Johnson to read Bill

#22-65 for the second time by title only. Motion passed unanimously.

A motion was made by Alderman Ungerboeck, seconded by Alderman Reilly to put Bill #22-65 to final vote. Roll call was as follows:

Alderman Ungerboeck – Aye

Alderman Costlow – Absent

Alderman Wandling – Aye

Alderman Sansone – Aye

Alderman Reilly – Aye

Alderman Johnson – Aye

Mayor Gotway declared Bill #22-65 passed and designated it to be Ordinance #2217.

#### **STAFF COMMUNICATIONS**

City Engineer Tom Weis provided an update on the concrete slab replacement project and the street report.

City Administrator Knowles mentioned the Stump Road traffic issue and provided a project update. He also mentioned a draft of the 2023 budget would be sent out next week.

Alderman Johnson mentioned a tax increase on the upcoming ballot for the St. Charles County Ambulance District. He also mentioned he has been appointed to their Board.

Alderman Sansone mentioned a public comment period for a proposed amendment to conservation regulations related to the lakes in Busch Wildlife.

Mayor Gotway mentioned the Mayors Charity Ball and requested the Board reach out for contributions or sponsorships.

#### **ADJOURNMENT**

A motion was made by Alderman Ungerboeck, seconded by Alderman Reilly to adjourn the meeting at 8:15 p.m. Motion passed unanimously.

Respectfully submitted,

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Kim Clark, Clerk 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 Johnson, Sansone, Wandling, Ungerboeck and Costlow. Also present were Clerk Jen Bohn, City Administrator James Knowles, City Engineer Tom Weis and City Attorney John Young.

The meeting was opened with the Pledge of Allegiance.

James Painter was recognized for his service of cleaning the roads in Dardenne Prairie with an Adopt A Road sign dedicated to him.

#### **ITEMS FOR DISCUSSION AND CONSIDERATION**

1. Discussion of whether site plans, drawings, etc. for planning and zoning would be provided in electronic format as opposed to a paper copy.

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

Alderman Johnson – Aye

Alderman Reilly – Absent

Alderman Wandling – Aye

Alderman Costlow – Aye

Alderman Sansone – Aye

Alderman Ungerboeck - Aye

#### **CLOSED SESSION**

#### **RETURN TO REGULAR MEETING AGENDA**

#### **ADJOURNMENT**

A motion was made by Alderman Ungerboeck, seconded by Alderman Wandling to adjourn the meeting at 7:05 p.m.

Respectfully submitted,

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Jen Bohn, Clerk

The City of Dardenne Prairie Work Session was called to order at 6:03 p.m.

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

The following were in attendance: Mayor Gotway, Aldermen Johnson, Sansone, Wandling, Ungerboeck and Reilly. Alderman Costlow was absent. Also present were City Clerk Kim Clark, City Administrator James Knowles, City Engineer Tom Weis and City Attorney Jared Howell. Planning & Zoning Commission members Etzkorn, Helms, Wilson, Detweiler, Wooldridge, Stankovich, Musler, Shea and Bailey were also in attendance.

The meeting was opened with the Pledge of Allegiance.

**ITEMS FOR DISCUSSION AND CONSIDERATION**

1. Joint review of the 2020 Comprehensive Plan with the Planning & Zoning Commission.

**ADJOURNMENT**

A motion was made by Alderman Ungerboeck, seconded by Alderman Johnson to adjourn the meeting at 6:50 p.m.

Respectfully submitted,

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Kim Clark, City Clerk

**EXPENDITURES FOR APPROVAL  
11/16/2022**

1 Ameren	Street Lights	176.98
2 CDS Office Technologies	Copies	153.92
3 First Bank	Credit Card Charges	4,929.44
4 Jeffrey J. Sandcork	Prosecuting Attorney: November, 2022	1,100.00
5 LAGERS	October, 2022	4,813.19
6 Mat Dewinters	October Consulting	1,980.00
7 Payroll	11-11-22 Payroll	23,678.26
8 PWSD No. 2	City Hall Fountain	305.94
9 PWSD No. 2	City Hall	51.37
10 R & R Contracting Services, Inc.	Porta Pottys	354.21
11 Spire	Maintenance Building to 10-31-22	90.97
12 The Law Office of Dennis Chassaniol	Municipal Judge: November, 2022	500.00
13 Total Lock & Door	Lock Parts	9.00
14 Wheelhouse Solutions	IT Services - October, 2022 FINAL	520.52
		<b>38,663.80</b>

Approved by Board of Aldermen 11-16-22

\_\_\_\_\_  
Mayor John Gotway



permit 22-603

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](http://www.DardennePrairie.org)

To the Mayor of Dardenne Prairie:

I/We request permission for the following land use:

- ☒ Temporary Retail Sales\* ☐ Contractor's Office/Shed\*  
☐ Seasonal Sales\* ☐ Carnival/Circus  
☐ Mobile home (due to disaster)\*  
☐ Real Estate Office (incidental to a new housing development) \*

Cost of land use improvements 0

Description of land use: Sell Christmas trees at southwest corner of Church property near Town Square Avenue to raise money for St. Vincent De Paul Society

Location of temporary land use: Immaculate Conception Church - southwest corner

Based on good weather conditions, this land use will commence on November 21, 2022 and will continue for approximately 30 days. (date)

The permit application fee of \$ Please waive the fee as you have in past years has been paid.

A cash deposit or bond in the amount of \$ \_\_\_\_\_ 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 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.

Manager Ted Wojcicki  
OWNER

John Leger  
APPLICANT

John Leger 10/26/2022  
Authorized Signature Date  
John Leger  
Printed Name

Authorized Signature Date

Printed Name, Title

7707 Town Square Avenue  
Street Address  
Dardenne Prairie, MO 63868  
City/State/Zip Code

Street Address

City/State/Zip Code

636-561-6611 636-578-3883  
Telephone Facsimile

Telephone Facsimile

**NOTE: By affixing signatures to this application form, the Applicant and Owner hereby verify that: they have reviewed the applicable zoning 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 any additional data attached hereto is true, complete, and accurate.**

Complete application and submit with the non-refundable fee of \$150.00 to:

City of Dardenne Prairie  
2032 Hanley Road  
Dardenne Prairie, MO 63368

**For Office Use Only**

Permit No. \_\_\_\_\_

Approved by the Board of Aldermen with the following conditions: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

A Building Permit: ☐ is not required.  
☐ is required (Building Department - (636) 561-1718).

By: \_\_\_\_\_  
Mayor Date



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

November 9, 2022

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

Subject: Deposit Release No. 1 -  
Salfen Farms  
Site Improvements  
Dardenne Prairie Project No. 972110

Dear James:

Per the request of KAPB L.L.C. and our inspections, we recommend a partial release of the escrow established and held for the site improvements of the subject project in the amount of \$274,085.71. The deposit account summary below details the total deposit amount recommended for this release.

Grading	\$49,838.00
Streets/Lights	\$94,892.16
Common Ground (mail kiosk only)	\$ 1,500.00
Storm Sewers	<u>\$102,355.55</u>
Total Released this period	\$274,085.71

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

Sincerely,  
WEIS DESIGN GROUP, INC.

Thomas P. Weis, PE  
City Engineer

cc: James Knowles III, City Administrator  
Kim Clark, City Clerk



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

November 9, 2022

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

Subject: Deposit Release No. 1 -  
Inverness Phase 3  
Site Improvements  
Dardenne Prairie Project No. 971951

James :

Per the request of Inverness Development LLC and our inspections, we recommend a partial release of the escrow established and held for the site improvements of the subject project in the amount of \$1,909,113.09. The account summary below details the total deposit amount recommended for this release.

INVERNESS PHASE III  
ESCROW SUMMARY - SITE IMPROVEMENTS

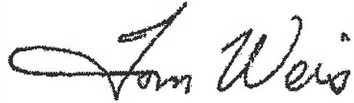
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ITEM	CONSTRUCTION DEPOSIT - 110%	PERCENT (%) RELEASE REQUEST	TOTAL RELEASE REQUEST (\$)
<b>SITE PREP / GRADING</b>			
CLEARING / CHIPPING	\$ 1,402.50	100%	\$ 1,402.50
SILTATION - Silt Fence / Stakes / Inlet Protection	\$ 55,394.77	100%	\$ 55,394.77
WASH DOWN AREA - Entrance, Washdown Pad, Parking	\$ 61,959.84	100%	\$ 61,959.84
SILT BASIN - Temporary	\$ 11,000.00	100%	\$ 11,000.00
GRADING - Bulk (Onsite)	\$ 317,301.60	100%	\$ 317,301.60
<b>STORM SEWERS</b>			
STORM SEWERS - RCP, MH, CI, DCI, FE	\$ 362,932.15	100%	\$ 362,932.15
RIP RAP - Heavy Revetment	\$ 5,167.80	100%	\$ 5,167.80
DETENTION BASIN OVERFLOW STRUCTURE	\$ 88,000.00	100%	\$ 88,000.00
PRETREATMENT FOREBAY	\$ 77,000.00	100%	\$ 77,000.00
LITORAL BENCH	\$ 19,655.15	0%	\$
<b>PAVEMENT / STREETS</b>			
PAVEMENT / STREETS - Subgrade, 6" Concrete, 4" Base, VC	\$ 928,954.42	100%	\$ 928,954.42
5' COMMON WALKWAYS - Concrete	\$ 219,743.84	0%	\$
HANDICAP RAMPS	\$ 25,080.00	0%	\$
8' ASPHALT TRAILS	\$ 166,184.38	0%	\$
STREET SIGNS	\$ 2,640.00	0%	\$
STREET LIGHTS	\$ 22,275.00	0%	\$
<b>AMMENITIES</b>			
LANDSCAPING	\$ 191,922.50	0%	\$
WATER QUALITY CONSTRUCTION - Amended Soils	\$ 16,500.00	0%	\$
<b>TOTAL</b>	<b>\$ 2,573,113.96</b>		<b>\$ 1,909,113.09</b>

Re:

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

Sincerely,  
WEIS DESIGN GROUP, INC.

A handwritten signature in cursive script that reads "Tom Weis". The signature is written in black ink and is positioned below the typed name.

Thomas P. Weis, PE  
City Engineer

cc: James Knowles III, City Administrator  
Kim Clark, City Clerk





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

November 11<sup>th</sup>, 2022

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

Subject: Site Improvements Deposit - Release No. 1 Full and Final Release  
Site Improvements for Arden Pointe  
Irrevocable Letter of Credit 474-30  
Dardenne Prairie Project No. 972040

Dear City Administrator Knowles:

After my inspection of the site construction improvements made by Luetkenhaus Properties, Inc. at the site known as Arden Pointe, and a review of the engineering estimate and construction deposit agreement entered into between Luetkenhaus Properties and the City of Dardenne Prairie, I recommend a full and final release of the remaining amount of the Construction Deposit for the subject site improvements posted by Luetkenhaus Properties, Inc. in the amount of \$189,263.13. The attached deposit account summary form details the total deposit amounts and the amounts recommended for this release.

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

Very Truly Yours,

Thomas P. Weis, PE  
City Engineer

Attachment

cc: John Gotway, Mayor  
Board of Aldermen  
Kim Clark, City Clerk  
Jeff Amelong, Building Code Official  
Donn Hackmann, 1<sup>st</sup> Advantage Bank

**DARDENNE**

www.DardennePrairie.org

City Engineer  
 Phone 636.978.6008  
 Fax 636.898.0923  
 Engineer@DardennePrairie.org

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

**Deposit Account Summary**  
**972040 Arden Pointe**

**Release No.: 1 - Final^**

Last Updated: 11/4/2021

Item	Original Deposit Amount*	Previously Released Amount	Recommended Released^ This Period	Released To Date	Outstanding Balance
Grading and Site Stabilization	\$16,511.00	\$0.00	\$16,511.00	\$16,511.00	\$0.00
Streets	\$7,758.89	\$0.00	\$7,758.89	\$7,758.89	\$0.00
Common Ground Elements	\$44,569.80	\$0.00	\$44,569.80	\$44,569.80	\$0.00
Sidewalks	\$72,996.00	\$0.00	\$72,996.00	\$72,996.00	\$0.00
Biofiltration Area	\$43,450.00	\$0.00	\$43,450.00	\$43,450.00	\$0.00
Storm Sewers	\$3,977.44	\$0.00	\$3,977.44	\$3,977.44	\$0.00
Water Main	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL CONSTRUCTION DEPOSIT</b>	<b>\$189,263.13</b>	<b>\$0.00</b>	<b>\$189,263.13</b>	<b>100%</b>	<b>\$0.00</b>

Item	Original Deposit Amount**	Previously Released Amount	Released^ This Period	Released To Date	Outstanding Balance
Maintenance Deposit	\$0.00	\$0.00	\$0.00	100%	\$0.00
<b>TOTAL MAINTENANCE DEPOSIT</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>100%</b>	<b>\$0.00</b>

☒ Recommended for release by the City Engineer

☐ Approved for release by the Board of Aldermen

Prepared by:

Thomas P. Weis, PE  
 Weis Design Group

\*Irrevocable Letter of Credit 474-30

City Engineer

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO IMPLEMENT THE EMPLOYER SPONSORED DEFERRED COMPENSATION PLAN BY EXECUTING CERTAIN DOCUMENTS PREPARED BY THE INTERNATIONAL CITY MANAGEMENT ASSOCIATION RETIREMENT CORPORATION, D/B/A MISSION SQUARE RETIREMENT**

**WHEREAS**, the City of Dardenne Prairie, Missouri, (the “City”) has employees rendering valuable services;

**WHEREAS**, by Ordinance Number 2194, passed July 6, 2022, the City engaged the International City Management Association Retirement Corporation d/b/a Mission Square Retirement (“Mission”) to administer an employer sponsored Deferred Compensation Plan (“Plan”) which serves the interest of the City as an employer by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

**WHEREAS**, the Board of Aldermen finds and determines that it is in the best interest of the citizens and employees of Dardenne Prairie to implement the Plan administered by Mission and allow for participants to obtain loans from the Plan.

**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 Loan Guidelines Agreement as presented to the City by Mission, attached hereto, marked as **Exhibit A**, and incorporated by reference herein, which establish the terms and conditions under which loans will be granted to Plan participants (the “Loan Guidelines”), be and they hereby are approved and the City Administrator is hereby authorized, empowered and directed to further execute, acknowledge, deliver and administer on behalf of the City such Loan Guidelines in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Loan Guidelines and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

**SECTION 2.** That the form, terms, and provisions of the Setting Every Community Up for Retirement Enhancement Act Election Form as presented to the City by Mission, attached hereto, marked as **Exhibit B**, and incorporated by reference herein (the “SECURE Act Election Form”), be and they hereby are approved and the City Administrator is hereby authorized, empowered and directed to further execute, acknowledge, deliver and administer on behalf of the City such SECURE Act Election Form in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the SECURE Act Election Form and other documents, certificates and

instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

**SECTION 3.** That the form, terms, and provisions of the 457 Governmental Plan and Trust Optional Provisions Election Form as presented to the City by Mission, attached hereto, marked as Exhibit C, and incorporated by reference herein (the “457 Plan Optional Provisions Election Form”), be and they hereby are approved and the City Administrator is hereby authorized, empowered and directed to further execute, acknowledge, deliver and administer on behalf of the City such 457 Plan Optional Provisions Election Form in substantially the form attached hereto. The City Clerk is authorized and directed to attest to the 457 Plan Optional Provisions Election Form and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

**SECTION 4.** That the City Administrator is hereby further authorized and directed on behalf of, and in the name of, the City to agree to do any and all other acts and things and to execute and deliver any and all other agreements, documents, instruments and certificates, all as may be necessary and appropriate to consummate the actions authorized in Sections 1, 2 and 3 of this Ordinance. The execution by the City Administrator of any agreement, document, instrument, check or certificate referred to in this Ordinance and the documents approved in this Ordinance shall be conclusive evidence of the approval thereof and of all of the terms, provisions and conditions contained therein. Any and all acts which the City Administrator may do or perform in conformance with the powers conferred upon him by this Ordinance are hereby expressly authorized, approved, ratified and confirmed.

**SECTION 5. Severability.** 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 6. Effective Date.** This Ordinance shall be in full force and take effect from and after its final passage and approval.

**SECTION 7. Savings.** Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

Read two times and passed this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
As Presiding Officer and as Mayor

Attest:

\_\_\_\_\_  
City Clerk

Approved this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

## **EXHIBIT A**

**[Attach Loan Guidelines Agreement]**

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## INTRODUCTION AND SUMMARY INSTRUCTIONS FOR 457(b), 401(a), AND 403(b) PLAN SPONSORS

Making a loan program available in your retirement plan will provide eligible plan participants with the ability to borrow money from their accounts. As the administrator of your loan program, MissionSquare Retirement will attempt to minimize the amount of resources you need to devote to the program. However, there are administrative and fiduciary responsibilities associated with offering loans which, as a practical matter, cannot be delegated to MissionSquare.

Please review all of the information in this packet carefully prior to submitting the applicable forms to implement the loan program in your plan.

The below instructions provide you with easy-to-follow steps to implement a loan program in your MissionSquare 457(b) or 401(a) plan.

**STEP 1:** Review the Loan Guidelines Agreement Instructions carefully prior to returning the required forms to implement your plan's loan program.

**STEP 2:** Complete the *Loan Guidelines Agreement*.

**STEP 3:** Determine whether any formal action is required by your legislative body and/or plan administrative committee to implement a loan program. If formal action is required, you may want to use the suggested resolution in this packet.

**STEP 4:** Complete the following documents (if applicable)

- **457(b) Plan Loan Administration Agreement** – If you have multiple 457(b) plan providers, you must complete and return this document to MissionSquare.
- **Loan Amendment [401(a)/403(b) Plans Only]** – If you are amending your existing 401(a)/403(b) plan to add loan provisions, you must complete and return this document to MissionSquare.

**STEP 5:** Return copies of the following documents to MissionSquare (please be sure to submit all pages and retain the originals for your records):

- *Loan Guidelines Agreement*
- *Loan Amendment to the 401(a) Plan Adoption Agreement (if applicable)*
- *457(b) Plan Loan Administration Agreement (if applicable)*
- *Suggested Resolution (if applicable)*

Email to:

PlanAdoptionServices@icmarc.org

**OR**

Mail to:

MissionSquare Retirement  
 ATTN: Workflow Management Team  
 P.O. Box 96220  
 Washington, DC 20090-6220

**STEP 6:** Please allow 5–7 business days for MissionSquare to establish your plan's loan program.

***Please retain original copies of any documents you return to MissionSquare for your records.***

***If you have any questions relating to the adoption process, please contact your Plan Sponsor Services team at 800-326-7272.***



The information in this packet is intended to assist you with implementing a loan program within your MissionSquare Retirement 457(b), 401(a), or 403(b) plan(s). The packet provides an overview of the issues and complexities of establishing and maintaining a loan program under the most common types of retirement plan arrangements. It is not intended to be all inclusive. Special situations and/or solutions not discussed in this document will need to be reviewed on a case-by-case basis.

The instructions contain information that will help you understand the decisions you will need to make when you establish your loan program and help you complete the *Loan Guidelines Agreement*. Please carefully review the information in this section and complete all applicable sections of the *Loan Guidelines Agreement*.

Here are a few of the elections that you will need to make:

- Will loans be available for all purposes or only in other purposes designated by you, The Employer?
- How many loans will participants be allowed to have outstanding at one time? (*up to five*)
- How long will participants have to repay a loan used to purchase a new primary residence? (*up to 30 years*)
- How will participants repay their loans? (*payroll deduction, ACH payments from their bank accounts, or both*)

In order to offer loans within your retirement plan, the Internal Revenue Code requires that you establish written guidelines that govern the Plan's loan program. You may elect to use the *Loan Guidelines Agreement* to serve this purpose for your Plan.

If you have any questions relating to the process of implementing a loan program, please contact your Plan Sponsor Services team at 800-326-7272.

### Section 1: Employer Plan Information

Enter the name of your employer plan. Also specify the plan type and your MissionSquare plan number.

### Section 2: Eligibility & Loan Source

Loans are available to all active employees, except those with an existing loan in default.

**Loan Source** – Use this section to specify the sources that will be available for participant loans.

### Section 3: Loan Purpose

Specify whether loans may be taken for (A) All Purposes or (B) Other Purposes (*You will be responsible for approval of all loan requests.*).

(A) All Purposes

(B) Other Purposes

Employers have the ability to make their plan's loan program more restrictive under both of the above options.

### Section 4: Application Process

No action is required in this section. The application process available to participants will vary depending on the option you select in Section III (Loan Purpose).

### Section 5: Maximum Number of Loans

Specify whether participants may have only one (1) or up to five (5) loans outstanding at one time. The option you choose in this section will have a significant impact on the number of loans made from your plan. Regardless of your election, a participant may receive a maximum of one (1) loan per calendar year.

**Note:** If you select Payroll Deduction as a repayment option for your participants in Section VIII, each loan repayment for each pay period must be accounted for separately. As such, repayments of multiple loans are a much larger burden on your payroll system (and personnel) than a repayment of a single loan.

### Section 6: Loan Amount

No action is required in this section. The Maximum Loan Amount Worksheet includes instructions you can use to calculate the maximum loan amount for a participant. The loan modeling option on MissionSquare's Account Access website can also be used to calculate a participant's maximum loan amount.

### Section 7: Length of Loan

Loans must be repaid in substantially equal installments of principal and interest over a period that does not exceed five (5) years. However, if the participant will be using the loan to purchase a principal residence, the five (5) year time limit may not apply. In this section of the form, you specify the maximum repayment period for principal residence loans, with 30 years being the maximum term.

In determining the maximum repayment period for residential loans, you should be mindful that the loan term may extend beyond the period the participant is employed by you. If you allow employees to continue to pay their loans after they separate from service (see the Acceleration section), repayments would continue by the participant, through you, for the entire term of the loan (e.g., 30 years). Every payroll period, the participant (former employee) will be required to give you a check for the periodic loan repayment amount. You then include this amount with your next contribution submittal to MissionSquare. Loan repayments may not be made directly to MissionSquare by the participant, unless you choose ACH debit as a repayment option in Section VIII.

## Section 8: Loan Repayment Process

Specify the repayment method(s) and repayment frequency your plan will use.

**Repayment Method** – You can allow repayments to be made via payroll deduction and/or ACH payments from a participant's bank account.

- (1) **Payroll Deduction** – With this option, you will include the loan repayment detail when you remit contribution detail to MissionSquare via the EZLink website.

### Initiating Payroll Deduction

Payroll deduction should begin within two payroll cycles following the date the loan is processed by MissionSquare. Employees using this method must notify the Employer immediately so that repayments will begin as soon as practicable, on a date determined by the Employer's payroll cycle. Failure to begin payroll deduction in a timely manner could lead to the employee's loan entering delinquency status.

- (2) **Automated Clearing House (ACH)** – With this option, participants authorize MissionSquare to debit loan repayments directly from the participant's bank account via ACH. This feature frees you of the burden of establishing and monitoring loan repayments via payroll deduction. The ACH repayment options are bi-weekly and monthly.

### Additional Loan Repayments and Early Pay-Off

A participant may pay off all of the principal and interest early without penalty or additional fee. If a loan is paid in full prior to the end of the term of the loan, no further interest will accrue. Please note that no payment date may be "skipped" even if the employee has made a large payment or submitted multiple payments.

## Section 9: Loan Interest Rate

No action is required in this section. It simply describes the interest rate that will be used for participant loans.

## Section 10: Security/Collateral

No action is required in this section. It simply describes the amount that will be used as collateral for participant loans.

## Section 11: Acceleration

Specify whether participants who have separated from service will be able to continue loan repayments until they have withdrawn their entire account balance from the plan, or if outstanding loans will be due and payable at the time participants separate from service.

You should consider the options in this section carefully, since your election will impact when outstanding loans become taxable to participants. If a participant does not repay the outstanding loan amount at the time it is due, the loan is "foreclosed," and the outstanding loan amount must be reported by MissionSquare as a taxable distribution in the year of the foreclosure.

Given the burdens associated with collecting loan repayments from former employees, you may not wish to maintain a potentially long term "relationship" with former employees (especially in the case of residential loans).

## Section 12: Reamortization

No action is required in this section. It simply provides information related to the reamortization of participant loans.

## Section 13: Refinance

No action is required in this section. It simply provides information related to the refinancing of participant loans.

## Section 14: Reduction of Loan

No action is required in this section. It simply describes how outstanding loans will be handled in the event of a participant's death.

## Section 15: Deemed Distributions

No action is required in this section. However you should familiarize yourself with this information and note that loan repayments must be made in accordance with the plan document, plan loan guidelines, and as reflected in the promissory note signed by the participant. Failure to make loan repayments according to the loan terms will result in the outstanding loan balance being deemed distributed and taxable to the participant.

### Timing

A loan will be deemed distributed when a scheduled payment is still unpaid at the end of the calendar quarter following the calendar quarter in which the payment was due. For example, if a participant does not make a loan payment that was scheduled to be made on February 1, the maximum cure period for the repayment is June 30. If the total amount of all delinquent payments is not received by the end of the cure period, the loan is deemed distributed.

### Consequences of Deemed Distributed Loans (Employers)

Employers who do not ensure proper loan repayment practices in their retirement loan programs risk not only having individual participant loans being deemed distributed, but also potentially jeopardize the tax-favored status of the entire plan. In the extreme, plans with mismanaged loan programs – a high occurrence of deemed distributed loans, and/or program participants in default, for example – may be disqualified (in the case of 401(a)/403(b) plans) or classified as ineligible (for 457(b) plans) by the IRS. Disqualification results in the loss of tax-deferred status for all contributions and a possible increase in the taxable income for participating employees.

It is a plan sponsor's fiduciary obligation to properly manage the retirement plan and its benefits. Mismanagement of a loan program may be considered failure to meet this fiduciary obligation and may expose a plan sponsor to litigation, in addition to being in violation of applicable laws and regulations.

Employers, as plan sponsors and fiduciaries, have an obligation to comply with plan document and loan guideline requirements applicable to participant loans. In this regard, loan payments must be made in accordance with the plan document, plan loan guidelines, and as reflected in the promissory note signed by the participant. Employers retain this obligation if there is a loan program associated with their retirement plan, regardless of the provisions governing the loan program.

### Consequences of Deemed Distributed Loans (Participants)

The principal balance, in addition to any accrued interest, is reported as a distribution to the IRS. However, the taxable distribution is not the only event in conjunction with a deemed distribution. The following negative consequences occur as a result of deemed distribution.

- The deemed distribution is a taxable event. However, it is not an actual distribution and therefore remains an asset of the participant's account. The outstanding loan balance and accrued interest continue to be reported on the participant's account statements.
- Repayment of a deemed distribution will not change or reverse the taxable event.
- The loan continues to be considered outstanding until it is repaid or "offset" using the participant's account balance. An offset can occur only if the participant is eligible to receive a distribution from the plan as outlined in your plan document.
- Participants are required to repay any outstanding deemed distributed loan before they can become eligible for a new loan. The deemed distributed loan and any interest accrued since the date it became a taxable event is taken into account when determining the maximum amount available for a new loan.
- A participant who has had a prior deemed distribution must make repayments to a new loan through payroll deduction, or provide proof of adequate security.

### Section 16: Fees

No action is required in this section. It simply provides that fees may be charged for various services associated with the application for and issuance of loans. Participants should review the Annual Service and Fee Disclosure notice(s) for your plan for more information on the applicable fees.

### Section 17: Signatures

Please have an authorized plan representative sign and date this section of the agreement.

## SPECIAL CIRCUMSTANCES

### Emergency Withdrawals | 457(b) Plans Only

**457(b) Plans:** Loans must be coordinated with unforeseeable emergency withdrawals. The emergency withdrawal regulations under Section 457(b) of the Code require that an emergency withdrawal be a resource of the "last resort." If the participant is able to take a loan or refinance a current loan from your MissionSquare 457(b) plan or any other plan you sponsor, the participant has resources available to meet, or partially meet, the financial need. Therefore, a participant will be required to take or refinance a loan before taking an emergency withdrawal.

Many emergency withdrawals are not approved because the financial need, while serious, may not meet the conditions itemized in the 457(b) regulations. The ability to take a loan allows participants to have access to money that is not otherwise available. And the repayment process for loans ensures that participants replenish their accounts, thereby preserving their retirement savings.

### Qualified Joint and Survivor Annuity | Applies to Some 401(a)/403(b) Plans Only

If your plan uses the Qualified Joint and Survivor Annuity as the default form of payment, married participants must obtain spousal consent prior to obtaining a loan. The employee's spouse must consent, in writing, to the loan and the consent must be witnessed by a plan representative or notary public. Such consent must be received in writing by MissionSquare no more than ninety (90) days before the loan request is submitted through Account Access. In the case of the Direct Loan Application, spousal consent should be sent along with the application.

Please be advised, that some states recognize a status, such as a civil union or registered domestic partnership, to carry the same rights and obligations as marriage under state law.

### Multiple Plans/Providers

If you have more than one retirement plan which offers loans, including "co-administered" or "co-provider" plans, MissionSquare will administer your loan program in your plan(s) with MissionSquare, but you will have to perform some loan verification activities. You will need to perform these activities if loans are available to your employees from several like retirement plans, such as two separate qualified plans, or if you have different types of retirement plans (e.g. Section 457(b) deferred compensation, 403(b) and section 401(a) qualified plan). The degree of your involvement will depend on your situation.

#### 1. Multiple Plans

The Code sets a maximum on the aggregate of all loans from all retirement plans in which the employee participates. If you offer retirement plans through multiple plan providers, no provider will be able to calculate, by itself, the maximum amount that a participant may borrow at any point in time. Since only you, the employer, can determine the current outstanding loan balance and the highest outstanding loan balance in the past 12 months from all loans from any retirement plans, you will have to calculate the maximum amount that may be borrowed. This will involve obtaining all loan amounts currently outstanding and repaid in the last 12 months. Please refer to the Maximum Loan Amount Worksheet for instructions you can use to calculate the maximum loan amount for a participant.

Participants are asked to input all outstanding loan balances in their online worksheet so that the program can properly calculate the maximum amount. Participants are on the "honor system" when they enter other loan amounts; MissionSquare is unable to verify any loan amounts associated with plans administered by other providers. However, if there are any outstanding loans in other plans administered by MissionSquare, our online program will take them into account.

## **2. Single Retirement Plan/Multiple Providers**

If you have adopted a single retirement plan with one master plan document under which MissionSquare and your other administrator(s) must operate, then you may ultimately have to self-administer your loan program, unless you require:

- that the maximum that may be borrowed from any provider is 50 percent of the balance with that provider and
- that the loan must be repaid only to the provider from which the loan was made.

## **3. Multiple Types of Retirement Plans/Multiple Providers**

If you make loans available to your employees from all of your retirement plans (e.g. Section 457(b) deferred compensation plan, 403(b) and Section 401(a) qualified plan), no administrator will be able to calculate, by itself, the maximum amount that a participant may borrow at any point in time. This is because the Code sets a maximum on the aggregate of all loans from all 401(a), 403(b), and 457(b) plans in which the participant participates. Since only you, the employer, can determine the current outstanding loan balance and the highest outstanding loan balance in the past 12 months from all loans from any 401(a), 403(b), or 457(b) plans, you will have to calculate the maximum amount that may be borrowed. This will involve obtaining all loan amounts currently outstanding and repaid in the last 12 months. Please refer to the Maximum Loan Amount Worksheet for instructions you can use to calculate the maximum loan amount for a participant.

- The purpose of this agreement is to establish the terms and conditions under which the Employer will grant loans to participants. You should consider each option carefully before making your selections because your selections will apply to all loans made while the selection is in effect. If you later change any provision, the changes will apply only to loans made after the change is adopted. Loans in existence at the time of any future changes will continue to operate under the guidelines that were in effect at the time the loan was originally made.
- Please read the instructions and carefully complete all sections of this agreement.

☒ New Loan Program **OR** ☐ Amendment to Loan Program

### 1 EMPLOYER PLAN INFORMATION

 Name of Plan (Enter the complete Employer name, including state): The City of Dardenne Prairie, Missouri

 Plan Type: ☒ 457(b) Deferred Compensation Plan ☐ 401(a) Money Purchase Plan ☐ 401(a) Profit-Sharing Plan ☐ 403(b) Retirement Plan

 MissionSquare Plan Number(s): 305252

### 2 ELIGIBILITY & LOAN SOURCE

Loans are available to all active employees, except those with an existing loan in default.

**401(a)/403(b) Plans** – If your 401(a)/403(b) plan is funded by a combination of Employer and Employee contributions, you must specify whether one or both of the following can be used as a source for participant loans. (Select one or both options below)

- ☐ Employer Contribution Account (vested balances only)
- ☒ Participant Contribution Accounts (pre- and post-tax, if applicable, including Employee Mandatory, Employee Voluntary, Employer Roll-In, and Portable Benefits Accounts, but excluding the Deductible Employee Contribution/Qualified Voluntary Employee Contribution Account)

**Roth Assets (if applicable)** – If your 457(b), 403(b), or 401(a)(k) plan allows Roth contributions, a participant's Designated Roth Account balance will be included when calculating the amount a participant is eligible to borrow. However, you must specify whether or not a participant's Designated Roth Account can be used as a source for participant loans. (Select one option below)

- ☐ A participant's Designated Roth Account will not be available as a source for loans under the plan (default option)
- ☒ A participant's Designated Roth Account will be available as a source for loans under the Plan.

**Note:** If Roth assets are available as a source for loans, a loan that is deemed distributed will not satisfy the requirements for a qualified (tax-free) distribution of Roth assets. This may result in participants paying taxes on assets that would otherwise be available tax-free.

### 3 LOAN PURPOSE

Loans are available for the following purposes and must be requested in the corresponding method (select one):

- ☒ **All Purposes** – With this option, participants can request a loan for any reason. Participants will be able to request new loans or refinance existing loans using the Online Loans option.
- ☐ **Other Purposes** – With this option, loans shall only be granted for reasons that are defined and approved by the plan. Participants will be able to request new loans or refinance existing loans using the Online Loans option. Please define purposes below and attach additional pages if needed.

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#### 4 APPLICATION PROCESS

The loan application process will vary depending on the option you selected in Section 3 above (Loan Purpose).

##### (A) All Purposes

- Participants can request a new loan or to refinance an existing loan using the MissionSquare website at: [www.icmarc.org](http://www.icmarc.org)
- The participant agrees to the terms of the loan during the online loan request process.
- MissionSquare sends the loan documents and the loan proceeds (via check or ACH) to the participant.

##### (B) Other Purposes

- Participants can request a new loan or to refinance an existing loan using the MissionSquare website at: [www.icmarc.org](http://www.icmarc.org)
- The participant agrees to the terms of the loan during the online loan request process.
- The Employer must review and approve the loan via EZLink.
- If approved, MissionSquare sends the loan documents and the loan proceeds (via check or ACH) to the participant.

The loan amount will generally be redeemed from the employee's account on the same day as either MissionSquare receipt of a loan request/application (complete and in good order), if it is submitted prior to market close on a business day. If not, the loan amount will be redeemed on the next business day following submission. The loan proceeds for an all purpose loan is generally issued on the next business day following redemption, and will be sent to the participant based on their option during the loan application process.

#### 5 MAXIMUM NUMBER OF LOANS (SELECT ONE)

Participants may receive one loan per time period defined in the plan document (e.g., calendar or plan year). Please specify whether participants may have only one (1) or up to five (5) loans outstanding at one time. Maximum number of loans is one (1) by default. If you want to allow a different amount, enter a value of 1 through 5 in the Other Section.

- ☒ **One (1).** Participants may have only one (1) outstanding loan at a time (default).
- ☐ **Other.** Participants may have up to \_\_\_\_\_ (enter 2, 3, or 4) loans outstanding at one time.
- ☐ **Other 403(b) ONLY.** Participants with outstanding legacy loans may have one outstanding loan other than the legacy loans.

#### 6 LOAN AMOUNT

**Maximum:** The maximum amount of all loans to a participant from the Plan and all other plans of the Employer that are either eligible deferred compensation plans described in section 457(b)(b) of the Code or qualified employer plans under Section 72(p)(4) of the Code (e.g., 401(a)/403(b) plans) shall not exceed the lesser of:

- (1) \$50,000, or
- (2) One-half of the value of the Participant's interest in all of his or her Accounts under this Plan.

When calculating the maximum amount a participant is eligible to borrow from his/her account, the lesser value of (1) or (2) above must be reduced by the participant's highest outstanding loan balance over the past 12 months.

**Minimum:** The minimum loan amount is \$1,000.

A loan cannot be issued for more than the maximum amount. The participant's requested loan amount is subject to downward adjustment without notice due to market fluctuation between the time of application and the time the loan is issued.

Loan amounts will be taken pro-rata from all of a participant's investments.

**7 LENGTH OF LOAN**

Loans must be repaid in substantially equal installments of principal and interest over a period that does not exceed five (5) years.

**Principal Residence Loans**

If the participant will be using the loan to purchase a principal residence, the five (5) year time limit may not apply. Participants can repay a principal residence loan over a period of up to 30 years. Please specify the maximum repayment period for principal residence loans from your plan below.

Maximum repayment period for principal residence loans = 15 (Enter a number of years, up to 30)

**8 LOAN REPAYMENT PROCESS**

Specify the repayment method(s) and repayment frequency your plan will use. Note that loan amounts plus interest, minus applicable fees paid to MissionSquare, are repaid to participant accounts and not to MissionSquare. You can allow repayments to be made via payroll deduction or ACH payments from a participant's bank account. Loan repayments must be made at least monthly [457(b)] or quarterly [401(a)/403(b)].

**Repayment Method (Select One):**

For 457(b) and 401(a) or (k) plans: ☐ ACH **OR** ☒ Payroll Deduction

403(b) plans loan repayments can only be paid by ACH.\*

*\*ACH Payment Rejected Fee – If a loan repayment scheduled to be paid via ACH debit is rejected due to insufficient funds, invalid bank account information, or account closure, a fee will be charged to the participant's account. The fee is \$20 for the first occurrence and \$50 for each subsequent occurrence.*

**Repayment Frequency:**

**For Payroll Deduction:** Repayments through payroll deduction will be sent via check, wire or ACH debit by the Employer to MissionSquare on the following cycle (Select One):

- ☐ Weekly (52 per year) ☒ Bi-weekly (26 per year) ☐ Semi-monthly (24 per year) ☐ Monthly (12 per year)  
☐ Quarterly (4 per year) – Available to 401(a) only.

**For ACH (Select One):** ☐ Monthly (12 per year) ☐ Bi-weekly (26 per year)

Next two payroll dates: MM/DD/YYYY \_\_\_\_\_ and MM/DD/YYYY \_\_\_\_\_

**Initiating Repayments:** ACH debits from the employee's designated bank account will begin approximately one month following the date the loan is processed by MissionSquare.

Payroll deduction should begin within two payroll cycles following the date the loan is processed by MissionSquare. Employees using this method must notify the Employer immediately so that repayments will begin as soon as practicable, on a date determined by the Employer's payroll cycle. Failure to begin payroll deduction in a timely manner could lead to the employee's loan entering delinquency status.

**Investment of Loan Repayments:** All loan repayments are invested according to the instructions the participant has on file for the investment of contributions to his/her account.

**Additional Loan Repayments and Early Pay-Off:** A participant may pay off all of the principal and interest early without penalty or additional fee. If a loan is paid in full prior to the end of the term of the loan, no further interest will accrue. Please note that no payment date may be "skipped" even if the employee has made a large payment or submitted multiple payments.

**Loans in Default:** Participants using the ACH repayment option may default on their loans for lack of repayment more frequently than those using the payroll deduction method. For this reason, you may choose to require that certain participants use the payroll deduction repayment method.

**Multiple Loans:** If a participant has multiple loans outstanding from the plan, each loan repayment must be separately reported to MissionSquare.



**8 LOAN REPAYMENT PROCESS (CONTINUED)**

**Former Employees and Leave of Absence:** Former employees and employees on a leave of absence must repay their loans on the same schedule that would have applied had they continued employment.

Your plan may allow terminated employees to continue to repay their loans either through ACH, or by giving/sending you a check each repayment period (see the Acceleration section). If you allow terminated employees to repay loans by giving/sending you a check, you will include the repayment amounts in your next regular employee contribution remittance to MissionSquare.

In certain situations, employers may suspend loan repayments for a period of time for employees on a leave of absence or military leave. Please refer to Treasury Regulation section 1.72(p)-1, Q&A-9 for more information.

**Repayments Must Continue:** In implementing a loan program you should be aware that some employers have had to contend with the inability of some participants to repay their loan(s). You should be aware that you may not stop taking loan repayments from the employee's paycheck – even if the employee asks that repayments be stopped. Failure to payroll-deduct loan repayments on schedule could both jeopardize the eligibility or qualification of the entire plan as well as create a taxable event for the participant. Likewise, if an employee is repaying the loan through ACH debit of his/her bank account, and the employee fails to make payments, this could jeopardize the eligibility of your retirement plan. Employers are ultimately responsible for ensuring that loans are repaid according to the loan terms.

MissionSquare will notify both you and the employee if a payment has not been received.

**9 LOAN INTEREST RATE**

The loan interest rates are set for non-residential loans at the prime rate plus 0.5%, and for principal residence loans at the FHA/VA rate. The interest rate for new loans fluctuates from month-to-month. The rates for the following month are determined on the last business day of the month using Money Cafe (prime rate) and Citi Mortgage (principal residence rate).

When a new loan is approved, the interest rate is locked in and remains constant throughout the life of the loan.

**10 SECURITY/COLLATERAL**

At the time a loan is taken, 50 percent of the participant's account balance or the amount of the loan, whichever is less, will be used as collateral for the loan.

**11 ACCELERATION (SELECT ONE)**

Please specify whether participants who have separated from service will be able to continue loan repayments until they have withdrawn their entire account balance from the plan, or if outstanding loans will be due and payable at the time the participant separates from service.

All outstanding loans shall be due and payable by a participant upon:

- ☐ **Separation from service.** All loan repayments must stop following an employee separating from service.
- ☒ **Distribution of his/her entire account balance.** Employees can continue making loan repayments until they have withdrawn their entire account balance.

Outstanding loan balances that are not repaid will be reported as distributions to the participant. See the Deemed Distributions section for additional information.



**12 REAMORTIZATION**

Reamortization changes the terms of an outstanding loan (e.g., repayment period, interest rate, frequency of repayments). Any outstanding loan may be reamortized.

Reamortization cannot extend the repayment period beyond five (5) years from the date the loan was originally issued. Or, in the case of Principal Residence Loans, beyond (the number of years specified in Section 7) years from the date the loan was originally issued.

Participants can use a loan reamortization form to request that an outstanding loan be reamortized. Upon processing the request, a new disclosure statement will be sent to the employer for endorsement by the participant and approval by the employer. The executed disclosure statement must be returned to the plan administrator within 10 calendar days from the date it is signed. The new disclosure statement is considered an amendment to the original promissory note; therefore a new promissory note will not be required.

*Note: A loan reamortization will not be considered a new loan for purposes of calculating the number of loans outstanding or the one loan per calendar year limit.*

**13 REFINANCE**

Refinancing involves a new loan replacing an employee's outstanding loan. The refinanced loan must be repaid over a period that does not exceed five (5) years from the date when the original loan was issued.

Actively employed participants may elect to refinance an outstanding loan for an additional amount, subject to the loan amount limitations outlined in Section 6, provided that the participant has not yet taken out a loan during the calendar year. Participants no longer employed are not eligible to refinance an existing loan.

*Note: Principal residence loans are not eligible for refinance.*

**14 REDUCTION OF LOAN**

If a participant dies prior to full repayment of the outstanding loan(s), the outstanding loan balance(s) will be deducted from the account prior to distribution to the beneficiary(ies). The unpaid loan amount is a taxable distribution and may be subject to early withdrawal penalties. The participant's estate is responsible for taxes and penalties on the unpaid loan amount, if any. A beneficiary is responsible for taxes due on the amount he or she receives. A Form 1099 will be issued to both the beneficiary and the estate for tax reporting purposes.

**15 DEEMED DISTRIBUTIONS**

A loan will be deemed distributed when a scheduled payment is still unpaid at the end of the calendar quarter following the calendar quarter in which the payment was due. When a loan is deemed distributed, the principal balance and any accrued interest is reported to the IRS as a taxable distribution. However, since the participant received the loan amount previously, no money is actually paid to the participant as part of a deemed distribution.

The loan is deemed distributed for tax purposes, but it is not an actual distribution and therefore remains an asset of the participant's account. Interest continues to accrue. The outstanding loan balance and accrued interest are reported on the participant's account statements.

Repayment of a deemed distribution will not change or reverse the taxable event.

The loan continues to be outstanding, and to accrue interest, until it is repaid or offset using the participant's account balance. An offset can occur only if the participant is eligible to receive a distribution from the plan as outlined in the plan document. Participants are required to repay any outstanding loan which has been deemed distributed before they can be eligible for a new loan. The deemed distribution and any interest accrued since the date it became a taxable event is taken into account when determining the maximum amount available for a new loan. New loans must be repaid through payroll deduction.

**Important Note:** The employer is obligated by federal regulation to comply with the loan guideline requirements applicable to participant loans, and to ensure against deemed distribution by monitoring loan repayments, regardless of the method of repayment, and by advising employees if loans are in danger of being deemed distributed. The tax-qualified status or eligibility of the entire plan may be revoked in cases of frequent repayment delinquency or deemed distribution.

To assist plan sponsors whose plan options include loans, MissionSquare will provide reports of participants with payments delinquent by 30 to 89 days, 90 or more days but not yet deemed, and those whose loans have been deemed distributed. MissionSquare is committed to supporting employers who request assistance with their loan programs in order to reduce the number of delinquent loans and decrease the occurrence of deemed distributions.

**16 FEES**

Fees may be charged for various services associated with the application for and issuance of loans. All applicable fees will be debited from the participant's account balance and/or from the participant's loan repayments prior to crediting the repayment of principal and interest to the participant's account.

**17 SIGNATURES**

The Employer has the right to set other terms and conditions as it deems necessary for loans from the plan in order to comply with any legal requirements. Employer certifies that all terms and conditions will be administered in a uniform and non-discriminatory manner.

In Witness Whereof, the employer hereby caused these Guidelines to be executed

this (Day of the Month) \_\_\_\_\_ day of (Month) \_\_\_\_\_, 20\_\_\_\_ (Year).

EMPLOYER

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

## Maximum Loan Amount Worksheet

The Maximum Loan Amount is automatically calculated for you when applying online via Account Access.

The maximum amount a participant can borrow from his or her account is \$50,000 or 50% of the account balance, whichever is less. However, the amount must be reduced by a participant's highest outstanding loan balance over the past 12 months (which, obviously, only impacts participants who have previously taken a loan from a 457(b), 401(a) qualified, or 403(b) plan). The minimum amount a participant can borrow is \$1,000.

### EXAMPLE 1

Michael has never taken a loan from his account before and his 457 plan account balance at the close of business yesterday was \$84,000. To calculate the maximum loan amount he is eligible to receive, we need to determine if 50% of his account balance ( $\$84,000 \times 50\% = \$42,000$ ) is greater than or less than \$50,000. In this case, 50% of his account balance is less than \$50,000, so the maximum loan amount Michael is eligible to receive is \$42,000 (the lesser of the two amounts).

### EXAMPLE 2

Kathy has never taken a loan from her account before and her 401 plan account balance at the close of business yesterday was \$240,000. In this case, 50% of Kathy's balance ( $\$240,000 \times 50\% = \$120,000$ ) is greater than \$50,000, so the maximum loan amount Kathy is eligible to receive is \$50,000 (the lesser of the two amounts).

### EXAMPLE 3

Pam took a \$15,000 loan from her account eight months ago (in the previous calendar year) and her 457 plan account balance at the close of business yesterday was \$130,000. In this case, 50% of Pam's balance ( $\$130,000 \times 50\% = \$65,000$ ) is greater than \$50,000, but that amount must also be reduced by her highest outstanding loan balance over the past 12 months, so the maximum loan amount Pam is eligible to receive is \$35,000. ( $\$50,000 - \$15,000 = \$35,000$ )

Maximum Loan Amount Worksheet		
WORKSHEET TEMPLATE		EXAMPLE (using numbers from Example 3 above)
1) Enter 50% of your total plan account balance.	1) \$ _____	1) \$65,000
2) Enter the answer to #1 or \$50,000, whichever is less.	2) \$ _____	2) \$50,000
3) Enter your highest outstanding loan balance over the past 12 months (from all of your plans combined), if applicable.	3) - \$ _____	3) - \$15,000
4) Subtract #3 from #2 and you have the maximum amount you are eligible to receive as a new loan or loan refinance.	4) \$ _____ 0.00 (maximum loan amount)	4) \$35,000

# Suggested Resolution for a Legislative Body Relating to Amending a Retirement Plan to Permit Loans

401(a) Money Purchase Plan # **10** \_\_\_\_\_401(a) Profit-Sharing Plan # **10** \_\_\_\_\_457(b) Deferred Compensation Plan # **30** \_\_\_\_\_403(b) Retirement Plan # **40** \_\_\_\_\_

Name of Employer: \_\_\_\_\_

State: \_\_\_\_\_

Resolution of the above named Employer ("Employer")

WHEREAS, the Employer has employees rendering valuable services; and

WHEREAS, the Employer has established a retirement plan (the "Plan") for such employees which serves the interest of the Employer by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the Employer has determined that permitting participants in the retirement plan to take loans from the Plan will serve these objectives;

NOW THEREFORE BE IT RESOLVED that the Plan will permit loans.

I, \_\_\_\_\_, Clerk of the (City, County, etc.) of \_\_\_\_\_, do hereby certify that the foregoing resolution, proposed by (Council Member, Trustee, etc.) \_\_\_\_\_, was duly passed and adopted in the (Council, Board, etc.) of the (City, County, etc.) of \_\_\_\_\_ at a regular meeting thereof assembled this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by the following vote:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

Clerk of the (City, County, etc.): \_\_\_\_\_

*ICMA-RC is now  
MissionSquare Retirement*

Email or mail copies of all completed documents to MissionSquare.

Email to: PlanAdoptionServices@icmarc.org

**OR**

Mail to: MissionSquare Retirement  
ATTN: Workflow Management Team  
P.O. Box 96220  
Washington, DC 20090-6220

## 457(b) Plan Loan Administration Agreement

This Agreement is not required if you have 1) only one 457(b) plan provider or 2) more than one plan provider each with its own plan document and provisions unique to each provider. The Agreement only applies if you have adopted a single 457(b) plan document under which MissionSquare Retirement and one or more other provider(s) must operate. Please refer to the Multiple Plans/Providers section of the Loan Guidelines Agreement Instructions for more details.

This Agreement shall serve as an Addendum to the Loan Guidelines established by the Employer identified below and as an Addendum to the Administrative Services Agreement (ASA) made by and between the MissionSquare Retirement (MissionSquare) and the Employer.

The Employer currently sponsors a section 457(b) deferred compensation plan administered by two or more providers (co-provider plan). In order to ensure the efficient administration of the loan program established by the Employer, the Employer hereby agrees and declares that

- (1) For purposes of issuing loans from the plan, that portion of the plan's assets administered by MissionSquare will be treated as though it were a separate and distinct plan.
- (2) The Employer shall calculate the amount a participant may borrow from the MissionSquare administered portion of the plan. No loan amount may exceed the lesser of (a) the maximum loan amount specified in Internal Revenue Code section 72(p)(2)(A) or (b) 50% of the participant's MissionSquare-administered account balance.
- (3) All loan repayments must be made to the participant's MissionSquare-administered account for the life of the loan.

AGREED as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_:

Name of Employer: \_\_\_\_\_

State: \_\_\_\_\_

Employer Plan Number: **30** \_\_\_\_\_

Authorized Official (Print Name): \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_

Email or mail copies of all completed documents to MissionSquare.

Email to: PlanAdoptionServices@icmarc.org

**OR**

Mail to: MissionSquare Retirement  
 ATTN: Workflow Management Team  
 P.O. Box 96220  
 Washington, DC 20090-6220

**MISSIONSQUARE RETIREMENT GOVERNMENTAL 401(a) PLAN & TRUST AMENDMENT TO ADD LOANS**

I. Name of Employer: \_\_\_\_\_ State: \_\_\_\_\_

II. MissionSquare Plan # **10** \_\_\_\_\_

III. Loans are permitted under the plan, as provided in Article XIII of the Adoption Agreement and in the executed *Loan Guidelines Agreement*.

In Witness Whereof, the Employer hereby causes this Agreement to be executed on

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**EMPLOYER**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Email or mail copies of all completed documents to MissionSquare.

Email to: PlanAdoptionServices@icmarc.org **OR**

Mail to: MissionSquare Retirement  
ATTN: Workflow Management Team  
P.O. Box 96220  
Washington, DC 20090-6220

**NATIONAL BENEFITS SERVICES NON-ERISA 403(b) VOLUME SUBMITTER PLAN 403(b) AMENDMENT  
TO ADD LOANS**

- I. Name of Employer: \_\_\_\_\_ State: \_\_\_\_\_
- II. MissionSquare Plan # **40** \_\_\_\_\_
- III. Loans are permitted under the plan, as provided in Article VII of the NBS Adoption Agreement and in the executed MissionSquare  
*Loan Guidelines Agreement.*

In Witness Whereof, the Employer hereby causes this Agreement to be executed on

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**EMPLOYER**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Email or mail copies of all completed documents to MissionSquare.

Email to: PlanAdoptionServices@icmarc.org      **OR**      Mail to: MissionSquare Retirement  
ATTN: Workflow Management Team  
P.O. Box 96220  
Washington, DC 20090-6220

**EXHIBIT B**

**[Attach SECURE Act Election Form]**



Use this form to adopt any of the provisions made available by The Setting Every Community Up for Retirement Enhancement (SECURE) Act of 2019 and related legislation.

**A. In-Service Distributions at Age 59.5**

The Plan will permit in-service withdrawals at age 59.5 (NOTE: Not applicable to 401(a) Profit Sharing Plans, as this provision is already available in your plan. You can change the in-service distribution age by submitting a revised Adoption Agreement.)

☒ Yes ☐ No ("No" is the default provision under the Plan if no selection is made.)

**B. Qualified Birth and Adoption Distribution**

The plan will permit participants to receive, upon written request, a distribution of up to \$5,000 per qualifying birth or adoption (not to exceed \$5,000 across all retirement accounts of the participant. (Note to 401(a) Money Purchase Plan Sponsors: such a withdrawal can only be undertaken if the participant meets the plan's existing in-service withdrawal criteria.)

Such a distribution is exempt from the 10% early distribution tax penalty and is exempt from the mandatory 20% withholding; and can be repaid into the account without regard to the usual 60-day time limit for rollovers if elected. A qualified adoption distribution would be limited to the adoption of children who are under age 18 or who are physically or mentally incapable of self-support.

☐ Yes ☒ No ("No" is the default provision under the Plan if no selection is made.)

**401(a) Money Purchase Plan and 401(a) Profit Sharing Plan Sponsors Only:** Please indicate whether you wish to waive the limit of two in-service withdrawals per year to allow for one or more Qualified Birth and Adoption distribution.

☐ Yes ☒ No ("No" is the default provision under the Plan if no selection is made.)

If you elect to offer a Qualified Birth and Adoption distribution, please indicate whether plan participants will be able to roll a Qualified Birth and Adoption distribution back into the plan regardless of whether the plan allows for other incoming rollovers.

☐ Yes ☒ No ("Yes" is the default provision under the Plan if no selection is made.)

**C. MissionSquare Retirement Income Advantage In-Service Distribution (NOTE: only applicable to plans that have the MissionSquare Retirement Income Advantage as an available investment option).**

In the event the MissionSquare Retirement Income Advantage Fund is no longer an investment option under the plan, a Participant shall, upon written request, be permitted to roll these assets to another plan. Such a distribution can be undertaken regardless of the participant's eligibility pertaining to in-service distributions.

☐ Yes ☒ No ("No" is the default provision under the Plan if no selection is made.)

By signing below, we intend to amend the plan to allow these procedures as of the date below or as soon as administratively feasible. Please submit one form per plan number.

Employer Plan Number: 305252 Employer Plan Name: The City of Dardenne Prairie

Signature of Authorized Plan Representative: \_\_\_\_\_

Print Name: Kimberlie Clark Title: City Treasurer Date:     /    /     (MM/DD/YYYY)

This form can be returned by email, fax, or mail using the information below.

Email to: [PlanAdoptionServices@msqplanservices.org](mailto:PlanAdoptionServices@msqplanservices.org)

Fax to: (202) 682-6439

ATTN: Workflow Management Team

Mail to: MissionSquare Retirement

ATTN: Workflow Management Team

777 North Capitol Street, NE, Suite 600

Washington, DC 20002-4240

AC: 48364-0720-W2624

**EXHIBIT C**

**[Attach 457 Plan Optional Provisions Election Form]**



**457 Governmental Plan and Trust  
Optional Provisions Election Form (July 2020)**

Employers should execute this form to make elections, or change prior elections, related to optional provisions contained in the ICMA Retirement Corporation *457 Governmental Deferred Compensation Plan and Trust* document. This form may also be used by plan sponsors utilizing an individually designed plan document.

Plan Number: 30 5252 Employer Plan Name: The City of Dardenne Prairie

**I. PLAN DOCUMENT (If you are establishing a new plan, please skip this section.)**

Our plan currently uses:

- ☒ ICMA-RC's model plan document  
☐ An individually designed plan document

**II. PLAN YEAR**

The plan year will be (select one):

- ☒ January 1 – December 31 (*Default*); or  
The 12-month period beginning \_\_\_\_\_  
Month Day

**III. ELIGIBILITY REQUIREMENTS**

The following group or groups of Employees are eligible to participate in the plan:

- ☐ All Employees (*Default*)  
☒ Full-time Employees  
☐ Salaried Employees  
☐ Non-union Employees  
☐ Management  
☐ Public Safety Employees  
☐ General Employees  
☐ Other Employees (specify the group(s) of eligible employees):

---

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer.

**IV. LOANS**

Loans are allowed under the plan.

- ☒ Yes ☐ No (*Default*)

If you select "Yes" above, you must also complete and return the Loan Guidelines Agreement in the Loan Implementation Package for 457/401 Plan Sponsors.

## V. DISTRIBUTIONS

- a. In-service distributions while employed with the Employer are permitted after a participant attains (select one of the options):

Age 70½ (*Default*)

Not permitted at any age

- b. In-service distributions of rollovers are allowed at any time:

Yes                      ✓                      No (*Default*)

- c. Tax-free distributions for the payment of qualifying insurance premiums for eligible retired public safety officers are available under the plan.

Yes                      ✓                      No (*Default*)

- d. Unforeseeable emergency withdrawals are permitted.

✓                      Yes (*Default*)                      No

In applying the rules for unforeseeable emergency withdrawals, the determination of any unforeseen emergency shall include circumstances applying to a Primary Beneficiary.

✓                      Yes (*Default*)                      No

## VI. ROTH PROVISIONS

- a. The plan will offer Designated Roth Accounts as described in Article IX.

✓                      Yes                      No (*Default*)

[If No is selected, skip the remainder of this Section VI.]

- b. The plan will allow In-Plan Roth Conversions as provided in Section 9.05.

✓                      Yes (*Default*)                      No

- c. Designated Roth Accounts will be available as a source for loans under the plan.

Yes                      ✓                      No or N/A (*Default*)

## VII. AUTOMATIC ENROLLMENT

The plan will offer automatic enrollment.

Yes                      ✓                      No (*Default*)

If you select "Yes" above, further steps are required to implement this feature, including completing implementation forms. We will contact you.

**VIII. DEFERRAL OF SICK PAY, VACATION AND BACK PAY (CHOOSE ANY/ALL THAT APPLY)**

Participants may elect to defer:

- ☒ Accumulated Sick Pay
- ☒ Accumulated Vacation Pay
- ☐ Back Pay

Note: If no election is made, a Participant will not be able to defer any of these.

The Participant's election to defer accumulated sick pay, accumulated vacation pay, or back pay must be made before the beginning of the month in which these amounts would otherwise be paid or made available to the employee.

**IX. EMPLOYER MATCH**

Employer will match Elective Deferrals and Default Elective Deferrals ("Deferrals"), beginning with the first payroll period occurring 91 days after a Participant's first Deferral.

Yes ☐ No ☒ *(Default)*

[If No is selected, skip the remainder of Section IX. IF YES, COMPLETE ALL THAT APPLY].

**Employer Percentage Match of Deferrals**

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the plan):

\_\_\_\_\_ % of the Deferrals made on behalf of the Participant for the Plan Year (not including Deferrals exceeding \_\_\_\_\_ % of Earnings or \$ \_\_\_\_\_);

Plus \_\_\_\_\_ % of the Deferrals made on behalf of the Participant for the Plan Year in excess of those included in the above paragraph (but not including Deferrals exceeding in the aggregate \_\_\_\_\_ % of Earnings or \$ \_\_\_\_\_).

Employer matching contributions on behalf of a Participant for a Plan Year shall not exceed \$ \_\_\_\_\_ or \_\_\_\_\_ % of Earnings, whichever is (CHOOSE ONE) more less.

**Employer Dollar Match of Deferrals**

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the plan):

\$ \_\_\_\_\_ for each \_\_\_\_\_ % of Earnings or \$ \_\_\_\_\_ that the Employer contributes on behalf of the Participant as Deferrals for the Plan Year (not including Deferrals exceeding \_\_\_\_\_ % of Earnings or \$ \_\_\_\_\_);

Plus \$ \_\_\_\_\_ for each \_\_\_\_\_ % of Earnings or \$ \_\_\_\_\_ that the Employer contributes on behalf of the Participant as Deferrals for the Plan Year in excess of those included in the above paragraph (but not including

Deferrals exceeding in the aggregate % of Earnings or \$\_\_\_\_\_).

Employer matching contributions on behalf of a Participant for a Plan Year shall not exceed \$\_\_\_\_\_ or \_\_\_\_\_% of Earnings, whichever is

(CHOOSE ONE) more less.

#### X. MILITARY SERVICE ELECTIONS

- a. Plan contributions shall be made under the plan for differential wage payments (i.e., payments made by the employer to an individual performing military service that represents all or a portion of the wages he/she would have received).

Yes (*Default*) ☒ No

If yes is selected, this is effective beginning January 1, 2009 (or if later, the effective date of the Plan), unless another effective date is filled in here: \_\_\_\_\_

- b. A participant shall be deemed to have a severance from employment for purposes of eligibility for a distribution during any period of military service for more than 30 days.

Yes ☒ No (*Default*)

- c. A participant who dies or becomes Disabled (as defined in the plan) while performing qualified military service shall receive plan contributions as if the individual had resumed employment on the day preceding death or disability and then terminated employment on the actual date of death or disability.

Yes ☒ No (*Default*)

If yes is selected, this is effective for participants who died or became disabled while performing military service on or after January 1, 2007 (or if later, the effective date of the plan), unless another effective date is filled in here:

\_\_\_\_\_ (date cannot be prior to January 1, 2007)

#### XI. SPOUSAL CONSENT (APPLIES ONLY TO COMMUNITY PROPERTY STATES)

If your state is not a community property state, skip the remainder of Section XI.

Where spousal consent is required, it will apply to:

☐ Only to persons who are married (*Default*)

☐ A person who is married, who is a domestic partner under state law, or who is a person in a civil union or other formally recognized personal partnership

☐ A person who is married or who is a domestic partner under state law

☐ A person who is married or is a person in a civil union or other formally recognized personal partnership

Note: This election applies only for plans in community property states requiring the consent of a spouse to name someone other than the spouse as a beneficiary, and only for determining who is treated as a "spouse" for this purpose and not for any other plan purposes.

## **XII. SUMMARY OF CHANGES**

If you are making changes to an existing plan, please summarize the changes along with the effective dates of the changes below and identify the applicable *Optional Provisions Election Form* section number. If you are establishing a new plan, please skip this section.

a. _____	Effective Date: ____/____/____
b. _____	Effective Date: ____/____/____
c. _____	Effective Date: ____/____/____
d. _____	Effective Date: ____/____/____

## **XIII. EMPLOYER SIGNATURE**

By signing, Employer confirms he or she is authorized to make the elections specified on this form.

Employer hereby appoints ICMA-RC as the non-discretionary Plan Administrator in accordance with the terms and conditions of the ICMA Retirement Corporation 457 Governmental Deferred Compensation Plan and Trust.

Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

Employer acknowledges that applicable state law may or may not allow for the addition of an Automatic Enrollment Feature in their 457(b) plan administered by ICMA-RC, and Employer assumes full responsibility for the decision to add such a feature to their plan.

Employer Signature: \_\_\_\_\_

Date (mm/dd/yyyy): \_\_\_\_/\_\_\_\_/\_\_\_\_

Name (Please Print): \_\_\_\_\_

Title: \_\_\_\_\_

Preferred Phone Number: (\_\_\_\_) \_\_\_\_\_

Email Address: \_\_\_\_\_

Plan Number: \_\_\_\_\_

**BILL NO. 22-67**

**ORDINANCE NO. \_\_\_\_\_**

**APPROVING A CHANGE ORDER PURSUANT TO THE CITY -  
CONTRACTOR AGREEMENT WITH M & H CONCRETE  
CONTRACTORS, INC. FOR THE CONCRETE SLAB REMOVAL AND  
REPLACEMENT PROJECT**

**WHEREAS**, on August 4, 2021, the Board of Aldermen of the City of Dardenne Prairie, Missouri (the "City"), pursuant to Ordinance No. 2122, authorized execution of a certain City – Contractor Agreement (the "2021 Agreement") with M & H Concrete Contractors, Inc. ("M & H Concrete"), for the City's concrete slab removal and replacement project (the "Project"); and

**WHEREAS**, on June 1, 2021, the Board of Aldermen of the City of Dardenne Prairie, Missouri (the "City"), pursuant to Ordinance No. 22192, authorized execution of a City – Contractor Agreement (the "2022 Agreement") with M&H Concrete Contractors, Inc. to expand the scope of the ongoing Project; and

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

**WHEREAS**, M&H Concrete Contractors, Inc. has submitted a Change Order for the expanded scope of the Project, a copy of which is attached hereto as Exhibit A, and incorporated by reference herein; and

**WHEREAS**, the Change Order increases the cost of the Project in an amount not to exceed \$1,991,166.67; and

**WHEREAS**, according to Section 130.160(A)(3) of the Municipal Code of the City of Dardenne Prairie, Missouri (the "City Code"), "purchase of items or services pursuant to this Article [V of Chapter 130 of the City Code] may be made which are not in conformity with Section 130.145 under the following circumstances: . . . Where it can be demonstrated that the City receives the best value on a purchase through informal discussion and bargaining rather than through the conventional bidding process, the City Administrator may waive the requirements of the conventional bidding process. Such purchases shall be documented and submitted to the City Administrator. Such purchases must be approved by the City Administrator or the Mayor. . . . [;]" and

**WHEREAS**, in accordance with Section 130.160(A)(3) of the City Code, and upon consideration of M & H Concrete's current performance on the Project, examination of the outcome of recent bids for similar scopes of work in St. Charles County, the capacity, capability, and willingness of M & H Concrete to perform the Additional Slab Work at a competitively negotiated rate, and the obvious inherent economy in purchasing the Additional Slab Work from M & H Concrete at a competitively negotiated rate due to the current economic market and rate of inflation, the City Administrator deemed that the City would receive the best value on the purchase of the Additional Slab Work through informal discussion and bargaining rather than through the conventional bidding process and has waived the requirements of the conventional bidding process



set forth under Article V of Chapter 130 of the City Code for the purchase of the Additional Slab Work; and

**WHEREAS**, upon informal discussion and bargaining with the City Administrator, M&H Concrete submitted a bid for the Additional Slab Work to be performed at a competitively negotiated rate in an amount not to exceed \$1,991,166.67; and

**WHEREAS**, the Board of Aldermen of the City (the "Board of Aldermen") hereby finds and determines that the City Administrator has demonstrated that the City receives the best value on the purchase of the Additional Slab Work through informal discussion and bargaining rather than through the conventional bidding process; and

**WHEREAS**, the Board of Aldermen hereby further finds and determines that it is to the benefit of the residents of the City to approve the Change Order with M & H Concrete for the Additional Slab Work to be performed by M & H Concrete at the rate competitively negotiated by the City Administrator.

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

**SECTION 1.** That, upon considering M & H Concrete's current performance on the Project, the capacity, capability, and willingness of M & H Concrete to perform the Additional Slab Work at a rate competitively negotiated by the City Administrator in accordance with Section 130.160(A)(3) of the City Code, and the obvious inherent economy in purchasing the Additional Slab Work from M & H Concrete at the rate competitively negotiated by the City Administrator due to the current economic market and rate of inflation, the Mayor and the Board of Aldermen of the City of Dardenne Prairie, Missouri, in accordance with Section 130.180(E) of the City Code, and as evidenced by the passage of this Ordinance by the Board of Aldermen and its approval by the Mayor, do hereby find and determine that it has been sufficiently demonstrated the City will receive the best value on the purchase of the Additional Slab Work through informal discussion and bargaining rather than through the conventional bidding process provided under Article V of Chapter 130 of the City Code; and do hereby further approve, ratify and confirm the waiver of the requirements of the conventional bidding process provided under Article V of Chapter 130 of the City Code by the City Administrator for the purchase of the Additional Slab Work; and do hereby further approve the purchase of the Additional Slab Work from M & H Concrete at the rate competitively negotiated by the City Administrator in accordance with Section 130.160(A)(3) of the City Code and pursuant to Section 2 of this Ordinance.

**SECTION 2.** That the Change Order to the 2022 Agreement, attached hereto as **Exhibit A** and incorporated by reference herein, be and is hereby approved.

**SECTION 3.** That the City Administrator shall be and hereby is authorized and empowered to make expenditures in an amount not to exceed \$1,991,166.67 for the provision and performance of the Additional Slab Work by M & H Concrete as set forth in the Change Order approved in Section 2 of this Ordinance.

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

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

**SECTION 6. 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 (2) times, passed, and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
As Presiding Officer and as Mayor

Attest:

\_\_\_\_\_  
City Clerk

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

**Exhibit A**  
[attach Change Order]

# Exhibit A

## **Change Order NO. 2 Concrete Slab Removal and Replacement Project No. 971721**

This Change Order is made part of an agreement dated August 4<sup>th</sup>, 2021 between the City of Dardenne Prairie, Missouri and M&H Concrete Contractors for concrete slab removal and replacement, identified as Dardenne Prairie Project No. 971721. The purpose of this Change Order is to add additional funds to the do not exceed amount in the original contract, to provide for additional slab replacements, and to revise the bid tabs from the original agreement shown on ATTACHMENT A. These additional services shall be in an amount not to exceed ONE MILLION, NINE HUNDRED AND NINETY-ONE THOUSAND, ONE HUNDRED AND SIXTY SIX dollars and SIXTY-SEVEN cents (\$1,991,166.67) without further authorization. The total Project Services shall be in an amount not to exceed FOUR MILLION, FOUR HUNDRED AND SIXTY SEVEN THOUSAND, ONE HUNDRED AND FIFTY FOUR dollars and SIXTY SEVEN cents (\$4,467,154.67). Attachment A outlines the cost breakdown for this Change Order.

Change Order No. 1 accepted as defined herein:

OWNER: \_\_\_\_\_ ENGINEER: \_\_\_\_\_

BY: \_\_\_\_\_ BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_ BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

Executed by the City on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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* 7" Portland Cement Concrete TBRR	SY	\$68.00	10% of Sq Yd QTY
* 6" Portland Cement Concrete TBRR	SY	\$68.00	90% of Sq Yd QTY
4" Portland Cement Concrete TBRR	SY	\$78.00	
Over-Excavation	CY	\$40.00	
Type A2 Expansion Joint	LF	\$26.00	
Underdrain	EA	\$1,200.00	
ADA Compliant Curb Ramp	EA	\$2,400.00	
7" High Early Portland Cement Concrete TBRR	SY	\$98.00	
25 MPH Traffic Control	DAYS	\$40.00	
Protection/Restoration Area Impacted by Work	LS	\$8,000.00	
Maturity Curve	LS	\$6,000.00	

\* Bid price based on quantities at:

90% 6" Portland Cement Concrete TBRR

10% 7" Portland Cement Concrete TBRR

**ORDINANCE NO. \_\_\_\_\_**

**A ORDINANCE OF THE CITY OF DARDENNE PRAIRIE,  
MISSOURI, APPOINTING THE MUNICIPAL JUDGE**

**WHEREAS**, pursuant to Section 479.020, RSMo., “Any city...may... provide by ordinance... for the selection, tenure and compensation of a municipal judge or judges consistent with the provisions of [Chapter 479, RSMo.] who shall have original jurisdiction to hear and determine all violations against the ordinances of the municipality”; and

**WHEREAS**, pursuant to Section 125.040 of the Municipal Code, the Mayor, with the consent of the Board of Aldermen, may appoint a Municipal Judge for the City of Dardenne Prairie, Missouri, for a term of not less than two (2) years; and

**WHEREAS**, the Mayor has reviewed qualifications and interviewed several candidates for the position of Municipal Judge for the City of Dardenne Prairie, Missouri; and

**WHEREAS**, Mark J. Byrne represents that he meets the qualifications for the position of Municipal Judge under Section 125.060 of the Municipal Code and Section 479.020, RSMo.;

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

**SECTION 1.** Pursuant to Section 125.040 of the City Code, the Board of Aldermen does hereby Consent to the appointment of Mark J. Byrne as Municipal Judge for the City of Dardenne Prairie for a term of two (2) years beginning January 1<sup>st</sup>, 2023, and ending January 1, 2025, or until his successor is duly appointed.

**SECTION 2.** The compensation for the Municipal Judge shall be Five Hundred Dollars (\$500.00) for each evening that the Municipal Court is required to convene to enforce the ordinances of the City.

**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.

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

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

Read two times, passed, and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
As Mayor and as Presiding Officer

Attest: \_\_\_\_\_  
City Clerk

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

**BILL NO. 22-69**

**ORDINANCE NO. \_\_\_\_\_**

**A ORDINANCE OF THE CITY OF DARDENNE PRAIRIE,  
MISSOURI, APPOINTING A PROVISIONAL MUNICIPAL  
JUDGE**

**WHEREAS**, pursuant to Section 479.020, RSMo., “Any city...may... provide by ordinance... for the selection, tenure and compensation of a municipal judge or judges consistent with the provisions of [Chapter 479, RSMo.] who shall have original jurisdiction to hear and determine all violations against the ordinances of the municipality”; and

**WHEREAS**, pursuant to Section 125.040 of the Municipal Code, the Mayor, with the consent of the Board of Aldermen, may appoint a Municipal Judge for the City of Dardenne Prairie, Missouri, for a term of not less than two (2) years; and

**WHEREAS**, pursuant to Section 125.050 of the Municipal Code, in the absence of the Municipal Judge, “the Mayor may designate some competent, eligible person to act as Municipal Judge”; and

**WHEREAS**, the Mayor has reviewed qualifications and interviewed several candidates for the position of Provisional Municipal Judge for the City of Dardenne Prairie, Missouri; and

**WHEREAS**, Timothy A. Engelmeyer represents that he meets the qualifications for the position of Municipal Judge under Section 125.060 of the Municipal Code and Section 479.020, RSMo.;

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

**SECTION 1.** Pursuant to Section 125.040 of the City Code, the Board of Aldermen does hereby Consent to the appointment of Timothy A. Engelmeyer as Provisional Municipal Judge for the City of Dardenne Prairie for a term of two (2) years beginning January 1<sup>st</sup>, 2023, and ending January 1, 2025, or until his successor is duly appointed, to act as judge in the absence of disqualification of the appointed Municipal Judge.

**SECTION 2.** The compensation for the Municipal Judge shall be Five Hundred Dollars (\$500.00) for each evening that the Municipal Court is required to convene to enforce the ordinances of the City.

**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.



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

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

Read two times, passed, and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
As Mayor and as Presiding Officer

Attest: \_\_\_\_\_  
City Clerk

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE,  
MISSOURI, AUTHORIZING THE APPOINTMENT OF  
JONATHAN B. FUCHS AS MUNICIPAL PROSECUTING  
ATTORNEY FOR THE CITY OF DARDENNE PRAIRIE,  
MISSOURI**

**WHEREAS**, Section 479.120 Revised Statutes of Missouri, provides that it shall be the duty of an attorney designated by the municipality to prosecute the violations of the municipality's ordinances before the municipal judges or before the associate circuit judges hearing the violations of that municipality's ordinances. The salary or fees of the attorney and his necessary expenses incurred in such prosecutions shall be paid by the municipality; and

**WHEREAS**, the Board of Aldermen desire to appoint a Municipal Prosecuting Attorney for the City of Dardenne Prairie in accordance with state statutes and the Dardenne Prairie Municipal Code; and

**WHEREAS**, the City invited candidates to apply for the position of Municipal Prosecuting Attorney and seven candidates appeared for interviews before the Mayor and city staff; and

**WHEREAS**, the Mayor recommends to the Board of Aldermen that Jonathan Fuchs of the law firm Todt, Cody, Albin & Fuchs, LLC be appointed Municipal Prosecuting Attorney;

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

**SECTION 1.** That the City of Dardenne Prairie, Missouri does hereby appoint and designate Jonathan B. Fuchs, attorney at law, of the law firm Todt, Cody, Albin, & Fuchs, LLC as Municipal Prosecuting Attorney for the City of Dardenne Prairie, Missouri and represent the City of Dardenne Prairie in the prosecution of all violations of the ordinances of the City of Dardenne Prairie in the Municipal Court of the City and all divisions of the Circuit Courts of the State of Missouri.

**SECTION 2.** The Municipal Prosecuting Attorney shall be paid compensation of \$13,200 per annum, payable in monthly installments of \$1,100. For extra-ordinary work, mutually agreed upon by the Municipal Prosecuting Attorney and the Mayor, the City shall pay compensation at the rate of \$200 per hour.

**SECTION 3. Severability Clause:** If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable

provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

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

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

Read two times, passed, and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
As Presiding Officer and as Mayor

Attest:

\_\_\_\_\_  
City Clerk

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk