

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

**BOARD OF ALDERMEN
WORKSHOP AGENDA
NOVEMBER 15, 2017
6:00 p.m.**

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

ITEMS FOR DISCUSSION AND CONSIDERATION

1. Discussion of Expansion of Parks & Recreation Programs by the City: Plan for Public Engagement
2. Concrete Pavement Removal & Replacement Project – Bainbridge & Lewis and Clark – Change Order #1 – Final (Kehoe)
3. Street Maintenance and Pedestrian Access Improvements Project #971301 (Kehoe)
4. Engineering Services Contract – MO Route 364 Improved Access at Technology Drive (Kehoe)
5. 2018 Budget
6. Short Term Goals (0 – 3 year projects)
7. Long Term Goals (3 – 10 year projects)
8. Review of Board of Aldermen Meeting Agenda (11-15-17)

STAFF COMMUNICATIONS

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

CLOSED SESSION

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

RETURN TO REGULAR MEETING AGENDA

ADJOURNMENT

RBA FORM (OFFICE USE ONLY)

MEETING DATE: 11/08/2017

Regular (☒) Work Session (☒)

ATTACHMENT: YES (☒) NO (☐)

Contract (☒) Ordinance (☒) Other (☐)

Request for Board Action
By: Staff

Ward 1 and 2

Description: Concrete Pavement Removal and Replacement Project
Bainbridge and Lewis and Clark Subdivisions
Proposed Change Order No. 1 - Final

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

• **Summary/Explanation:**

See attached proposed Change Order No. 1. This is the final change order for this project. The proposed changes to this project include adding approximately 94 additional (6" - 6.25 sack concrete) pavement slabs removed and replaced plus a final adjustment of all as-built quantities for the project. The unit pricing for this additional work is set by the Contract Documents.

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

This change order will affect the project budget per the following:

1. Contract Amount	\$168,195.60
2. Overrun(Underrun) this Change Order	\$63,217.35*
3. Overrun(Underrun) previous Change Orders	\$0.00
4. Total Overrun(Underrun) to Date	\$63,217.35*
5. Total Contract Amount	\$231,412.95*

* for consideration by the BOA

RBA requested by: Luke R. Kehoe

Date: 11/08/2017

RBA FORM (OFFICE USE ONLY)

MEETING DATE: 11/15/2017

Regular (x) Work Session (x)

ATTACHMENT: YES (x) NO ()

Contract (x) Ordinance (x) Other ()

Request for Board Action

By: Staff

Ward All

**Description: Street Maintenance and Pedestrian Access Improvements Project
Project No. 971301
Award of Bid & Execution of Contract**

• **Recommendation:** Staff – Approve (x) Disapprove ()

• **Summary/Explanation:**

This project will consist of street pavement maintenance (expansion joints) in the Aberdeen subdivision (villas) and in the McClure Village, Plat 4 subdivision and pedestrian access improvements (handicap ramps) in the Dardenne Landing, Whispering Pines and Campbell Village subdivisions.

The City posted an invitation for bid for this project in the St. Louis Post-Dispatch. A total of two sealed bid proposals were received and opened publicly by the City on November 9, 2017.

The apparent low bid of \$96,901.60 for this project was received from Amcon Municipal Concrete, LLC. It is recommended that the Board of Alderman accept this bid proposal as the lowest and best bid and to award the contract to Amcon Municipal Concrete, LLC.

A City-Contractor agreement is also attached for your consideration of granting the Mayor the ability to negotiate/execute a contract with the contractor to whom the contract is awarded.

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

This project was bid using estimated quantities for this street maintenance work. The City's current budget for this work is \$140,000.

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

RBA requested by: L. R. Kehoe

Date: 11/09/2017

DARDENNE



Street Maintenance and
Pedestrian Access Improvements
on City Streets in Dardenne Prairie, Missouri
Project No.: 971301 Date: 11/9/2017
Bid Tabulation

Bid Item		Unit	Quant.	Karenbrock Constr., Inc.		Amcon Municipal Conc., LLC		Apparent Low Bidder		Engr's Est.	
#				Unit Bid Price	Total Bid Price	Unit Bid Price	Total Bid Price	Unit Bid Price	Total Bid Price	Unit Cost	Cost
All Areas of Project											
1	Mobilization			-	\$	-	\$	-	\$	-	\$
2	Temporary Traffic Control and Maintenance	Incidental		-	\$	-	\$	-	\$	-	\$
3	Contractor Furnished Survey/Layout	Incidental		-	\$	-	\$	-	\$	-	\$
4	Saw Cutting of Streets, Curbs and Sidewalks	LF	2709.0	\$ 4.00	\$ 10,836.00	\$ 3.40	\$ 9,210.60	\$ 4.00	\$ 10,836.00	\$ 4.00	\$ 10,836.00
5	Siltation and Erosion Control	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
6	Relocate Existing Irrigation	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00
7	Adjust or Remove Existing Improvements Including Curbs	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
8	Concrete Sidewalk Removal and Replacement, including ramp	SF	3723.2	\$ 15.00	\$ 55,848.00	\$ 13.75	\$ 51,194.00	\$ 12.00	\$ 44,678.40	\$ 12.00	\$ 44,678.40
9	Detectable warning pad (truncated dome)	SF	248	\$ 32.50	\$ 8,060.00	\$ 15.00	\$ 3,720.00	\$ 16.00	\$ 3,968.00	\$ 16.00	\$ 3,968.00
10	Install Ceramir Expansion Joint Material 2" thick x 6" to 8" deep	LF	1162	\$ 23.00	\$ 26,726.00	\$ 8.50	\$ 9,877.00	\$ 15.00	\$ 17,430.00	\$ 15.00	\$ 17,430.00
11	Finish Grade/Sod/Fertilize All Disturbed Areas	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 14,500.00	\$ 14,500.00	\$ 13,000.00	\$ 13,000.00	\$ 13,000.00	\$ 13,000.00
12	Remove and Relocate Street Light	EA	2	\$ 3,500.00	\$ 7,000.00	\$ 1,450.00	\$ 2,900.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00
				Karenbrock Constr., Inc.		Amcon Municipal Conc., LLC		Engr's Est.			
				Bid As-Read	\$ 127,470.00	Bid As-Read	\$ 96,901.60			\$	\$ 101,912.40
				Total Bid	\$ 127,470.00	Total Bid	\$ 96,901.60	Total Cost	\$	\$ 101,912.40	
				\$	\$	\$	\$				-4.9%

RBA FORM (OFFICE USE ONLY)
MEETING DATE: 11/15/2017
Regular (x) Work Session (x)
ATTACHMENT: YES (x) NO (x)
Contract (x) Ordinance (x) Other ()

Request for Board Action
By: Staff

Ward 1

Description: Engineering Services Contract
Missouri Route 364 Improved Access at Technology Drive - RFP
In Conjunction with ongoing City of O'Fallon
I-64 Outer Roads Study
Dardenne Prairie Project No. 971710

• Recommendation: Staff – Approve (x) Disapprove ()

• Summary/Explanation:

Last month, the City provided a Request for Proposal to Horner & Shifrin, Inc. for providing professional engineering services to perform a study of the interchange of Missouri Route 364 and Technology Drive. The access at the limited access highway at this interchange is currently eastbound-on/westbound-off. Horner and Shifrin, Inc. is currently performing a concept study to provide a south outer road along I-64 and converting the north outer road to a one-way west bound outer road along I-64 from Highway 364 south to Highway DD in coordination with the cities of Lake St. Louis and Dardenne Prairie, St. Charles County (SCC), the Federal Highway Administration (FHWA) and the Missouri Department of Transportation (MoDOT).

Attached is the scope and fee provided by Horner & Shifrin, Inc., which includes the following general study items along with other more specific engineering study items:

- Establish design criteria
- Collect LIDAR data and supplemental field survey as necessary
- Acquire utility maps in order to identify possible conflicts
- Collect traffic data at Technology Drive and Missouri Route 364, possibly extend to next interchange in both directions.
- Create VISSUM model to evaluate performance of designs.
- Prepare geometric designs and evaluate performance to determine best design.
- Determine approximate right of way need
- Provide concept plans that can be used in future grant applications.
- Coordinate with MoDOT and FHWA. Conduct scoping meeting and prepare for future AJR.
- Provide cost estimate for right of way, utility relocation, final design, and construction.
- Provide Conceptual Study (30%)
- Provide Preliminary Study (75%)
- Provide Final Study and Engineer's Opinion of Probable Construction Costs

Several items in this study will be provided at no cost to the City of Dardenne Prairie, because this study is being performed along the same schedule and general location of the current I-64 Outer Roads study.

A design services agreement (a/k/a Engineering Services Contract, or ESC) is also attached.


After geometric designs and performance designs are evaluated, right of way needs are determined, concept plans area prepared these items can be used by the City as attachments to grant applications to East-West Gateway Council of Governments (EWGCOG) and SCC and as a part of a future Access Justification Report (AJR) as required by the FHWA and MoDOT to make changes to the existing limited access roadway.

A City-Contractor agreement is also attached for your consideration of granting the Mayor the ability to negotiate/execute a contract with the contractor to whom the contract is awarded.

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

\$16,899.00 (see notes/assumptions on attached scope and fee proposal)

RBA requested by: Luke R. Kehoe Date: 11/08/2017

Subject:	City of Dardenne Prairie, MO I-64 South Outer Road Study - Technology Drive Connection							
By: Jarrett Jasper HS No.: 1723500	Date: 11/6/2017							
	Project Principal	Project Manager	Roadway Lead	Roadway Engineer	Hydraulics Engineer	Bridge Engineer	Hours Total	Cost Total
	200.00	175.00	127.00	87.00	149.00	142.00		
PROJECT MANAGEMENT								
Project Management	1	4					5	\$ 900
Dardenne Prairie BOA Meeting (1)		4	4				8	\$ 1,208
CBB Coordination		1	2				3	\$ 429
	1	9	6	0	0	0	16.0	\$ 2,537
CONCEPTUAL STUDY (30%)								
LIDAR Survey and TIN Preparation (Data from St. Charles County)				2			2	\$ 174
Existing Right-of-Way Determination (from GIS)				1			1	\$ 87
Technology Drive Connection to Route 364/I-64		2	4	12			18	\$ 1,902
Typical Section Concepts			0.5	2			2.5	\$ 238
Vertical Alignment Review			0.5	3			3.5	\$ 325
Retaining Wall Needs			1	2			3	\$ 301
Utility Coordination (Gather Maps, Identify Potential Conflicts)				2			2	\$ 174
NEPA/Environmental Impacts			1				1	\$ 127
ROW Needs			1				1	\$ 127
Rough Order of Magnitude Construction Cost Estimates		1	2	8			11	\$ 1,125
Strip Map Development		0.5	1	6			7.5	\$ 737
	0	3.5	11	38	0	0	52.5	\$ 5,316
PRELIMINARY STUDY (75%)								
Technology Drive Connection to Route 364/I-64		1	2	6			9	\$ 951
Typical Sections				1			1	\$ 87
Vertical Profiles				1			1	\$ 87
Retaining Walls				0.5			0.5	\$ 44
Cross Sections			1	4			5	\$ 475
NEPA/Environmental Impacts			1				1	\$ 127
ROW Needs			0.5				0.5	\$ 64
Rough Quantities & Cost Estimate		0.5	1	4			5.5	\$ 563
Strip Map Development			1	3			4	\$ 388
Preliminary Report (included with O'Fallon report)		1	4				5	\$ 683
Technical Memorandum to MoDOT (included with O'Fallon report)		1	3				4	\$ 556
Coordination with MoDOT (included with O'Fallon project)		1	2				3	\$ 429
	0	4.5	15.5	19.5	0	0	39.5	\$ 4,453
FINAL STUDY AND ESTIMATE (100%)								
Final Concept Design for Study		0.5	1	2			3.5	\$ 389
Final Concept Quantities			0.5	2			2.5	\$ 238
Detailed Cost Estimate		0.5	1				1.5	\$ 215
Final Report (included with O'Fallon report)		1	2				3	\$ 429
Address Final Report Comments (included with O'Fallon report)		0.5	2				2.5	\$ 342
Concept Plans for Funding Applications		0.5	1	4			5.5	\$ 563
	0	3	7.5	8	0	0	18.5	\$ 2,174
PUBLIC INVOLVEMENT								
(included with O'Fallon project)							0	\$ -
	0	0	0	0	0	0	0	\$ -

Notes/Assumptions:

1. Conceptual design, preliminary, and final design will be completed along with City of O'Fallon I-64 South Outer Road study. Scope includes study of connection from Technology Drive to Route 364/I-64.
2. Topographic or ROW survey will not be performed. Design will be based on available LIDAR survey and GIS information.
3. Bridge design is not included.
4. Utility maps will be obtained for reference. Utility surveys or field locates will not be conducted. Estimated costs for utility relocation, if required, will be provided.
5. Noise/sound wall needs will not be reviewed.
6. Environmental permits will not be obtained. Impacts and costs of permitting will be estimated.
7. Development of funding applications is not included. Concept plans and construction cost estimates will be provided for the City's use to prepare applications.
8. The City will conduct meetings with individual stakeholders as required for the study. The design team will not attend these meetings.
9. Attendance at 1 Board of Aldermen meeting is included.
10. Additional meetings with MoDOT & FHWA, outside the scope of the contract between O'Fallon and H&S, are not included.
11. A separate report will not be prepared for this potential connection. Details will be included in the I-64 South Outer Road study report.
12. Additional public involvement effort will not be required for this connection.

SUMMARY

	Hours	Cost
PROJECT MANAGEMENT	16.0	\$ 2,537
CONCEPTUAL STUDY (30%)	52.5	\$ 5,316
PRELIMINARY STUDY (75%)	39.5	\$ 4,453
FINAL STUDY AND ESTIMATE (100%)	18.5	\$ 2,174
PUBLIC INVOLVEMENT	0.0	\$ -
Total	126.5	\$ 14,479

Traffic Analysis by CBB	\$	2,320
Economic Analysis by DS	\$	-
Printing/Copies (H&S Only)	\$	50
Mileage	\$	50
REIMBURSABLE EXPENSES	\$	2,420

TOTAL **\$ 16,899**

DRAFT

1	REVENUE	2014 Actual	2015 Actual	2016 Budget	2016 Actual	2017 Budget	2017 YTD/11/13	2018 Budget	2018
2	City Hall								
3	Real Estate & Personal Property Tax	290,442	293,194	291,776	278,634	296,916	207,420	305,941	
4	Sales Tax - General Fund 1%	1,087,667	1,119,783	1,128,000	1,142,454	1,160,000	941,374	1,200,000	
5	Franchise Fees (Charter Communications)	108,267	117,848	118,000	120,946	120,000	121,420	120,000	
6	Business License	2,100	4,025	2,500	3,375	2,875	1,375	2875	
7	Liquor License	5,869	6,338	6,000	6,363	6,000	5,904	6,000	
8	Home Occupation Licenses	1,075	1,525	1,300	1,175	1,500	725	1,500	
9	Plan Review Fees	4,717	4,105	11,764	-	1,000	2,087	2,400	
10	Firework Stand Permit	12,100	12,100	12,100	15,100	12,100	9,100	9,100	
11	Site Development Inspections	26,126	3,095	5,882	1,488	1,000	4,203	2,500	
12	Building Permits	48,789	69,507	25,000	33,332	20,000	33,455	20,000	
13	Occupancy Permits	13,950	15,600	15,000	19,425	20,000	18,075	20,000	
14	Detention Basin	140	1,820	2,000	290	2,800	140	3,360	
15	Deck, Pool & Fence Permits	14,650	14,425	12,000	13,675	12,000	10,675	12,000	
16	Zoning Fees	10,936	1,868	5,882	2,398	2,000	10,974	5,000	
17	Misc. Development/Engineer	7,387	4,050	17,647	11,927	6,000	9,696	6,000	
18	Conditional Use Permits	920	920	4,600	1,840	1,840	2,760	920	
19	Sign Permits	2,104	1,206	1,000	909	1,000	3,334	1,000	
20	Interest	5,873	2,679	3,612	5,814	9,000	6,931	9,000	
21	City Hall Lease Area Rentals	52,974	51,132	57,000	53,306	56,112	47,788	55,344	
22	Council Room Rentals	3,735	5,165	3,000	4,413	4,000	3,685	4,000	
23	Resident Guide Ads	477	134	250	-	1,175	1,575	1,600	
24	Copies of Public Documents	-	-	-	-	0	-	-	
25	Misc.	17,029	8,163	2,000	45,999	2,000	35,441	4,000	
26	Transfers from Capital Improvement (Loan Repayment)	275,577	250,000	-	-	-	-	-	
	SUBTOTAL					1,739,318	1,478,137		\$ 1,793,540.00
27	Recreation Department								
28	Park Reservation Fee	2,150	2,350	2,500	2,750	3,200	4,486	3,000	
29	Field Reservation Fee	6,940	20,395	25,000	14,368	24,000	19,224	20,000	
30	Concession Stand	963	-	-	2,511	1,600	758	1,500	
31	Park activity revenue/PD Donations	12,346	8,775	17,500	9,200	-	-	-	
32	Registration Fees for Youth Baseball & Softball	-	-	40,000	40,116	-	-	500	
33	Easter/Arbor/Earth Day	-	-	-	-	500	75	1,000	
34	Music/Movies	-	-	-	-	1,500	-	6,000	
35	Senior Events/Trips	-	-	-	-	6,000	5,304	10,000	
36	Salvation Army Tree Lighting	-	-	-	-	1,000	4,850	6,500	
37	Prairie Day	-	-	-	-	500	-	400	
38	Yard Sale	-	-	-	-	1,650	1,418	100	
39	CORE Soccer Training	-	-	-	-	450	38	5,000	
40	Football Camp	-	-	-	-	6,000	-	35,000	
41	Soccer League	-	-	-	-	38,500	37,016	-	
42	Youth Ball, Spring	-	-	-	-	8,000	-	-	
43	Youth Ball, Fall	-	-	-	-	450	-	-	
44	Wiffle Ball Tournament	-	-	-	-	900	-	-	
45	Co-Rec Softball Tournament	-	-	-	-	1,200	-	-	
46	Personal Training	-	-	-	-	2,500	-	1,300	
47	New Programs	-	-	-	-	450	-	850	
48	Tournaments	-	-	-	-	450	-	200	
49	Crickit Clinic	-	-	-	-	450	-	100	
50	Lacrosse Clinic	-	-	-	-	450	45	83,650	\$ 83,650.00
	SUBTOTAL					106,550	73,214		
51	Municipal Court								
52	Fines	278,359	241,563	240,000	201,741	210,000	147,935	183,000	\$ 183,000.00
53	TOTAL GENERAL FUND REVENUE	2,293,662	2,261,769	2,051,313		2,055,868	1,699,286	2,060,190	

55	Motor Fuel Tax	433,421	450,898	450,000	454,627	453,000	387,142	461,000
56	Road & Bridge Tax	249,571	274,634	250,000		275,000	-	274,634
57	WODOT/ST. Charles County Funding: Hemming Road Phase II	51,172	-	-		-		62,000
58	St. Charles County Funding: Hanley Road					62,000		49,600
59	EastWest Gateway Funding: Hanley Road					49,600		
60	Miscellaneous	6,885	-	-		-		500
61	Interest	352	252	250	646	500	629	847,734
62	TOTAL SPECIAL REVENUE FUND REVENUE	741,411.64	726,764.25	700,250.00		840,100.00	387,768.00	\$ 847,734.00
63								
64	Parks & Storm Water Sales Tax 1/2 cent Prop P	108.44	0.00	0.00		0.00		450,000.00
65	County Wide Parks Tax	36,270.07	38,043.63	40,000.00	40,546.00	41,000.00	31,157.00	41,500
66	Interest	140.99	21.62	100.00	137.00	200.00	203.00	400
67	TOTAL PARKS & STORM WATER FUND REVENUE	36,519.50	38,065.25	40,100.00		41,200.00	31,360.00	491,900.00
68								
69	Capital Improvement Sales Tax 1/2 cent	543,232.99	559,890.98	564,000.00	571,541.00	580,000.00	520,228.00	600,000
70	Interest	478.26	210.13	200.00	422.00	500.00	848.00	1,000
71	TOTAL CAPITAL IMPROVEMENT SALES TAX REVENUE	543,711.25	560,101.11	564,200.00		580,500.00	521,076.00	601,000.00
72								
73	Annual Assessments	126,665.97	126,666.00	126,666.00	116,737.00	126,666.00	9,929.00	126,666
74	Interest	491.08	289.48	500.00	424.00	600.00	572.00	600
75	TOTAL BRYAN ROAD NID REVENUE	127,157.05	126,954.48	127,166.00		127,266.00	10,441.00	127,266.00
76								
77	GRAND TOTAL REVENUE	3,742,462	3,712,644	3,483,029		3,644,934	2,649,931	\$ 4,128,090.00
78								
79								
80								
81								
82								
83	EXPENDITURES	2014 Actual	2015 Actual	2016 Budget	2016 Actual	2017 Budget	2017 YTD	2018
84	Buildings & Grounds							
85	City Hall							
86	Property Maintenance & Supplies		54,301	53,000		0		1800
87	Elevator Service	32,185				1,500	2,162	500
88	Pest Control					1,000	297	2200
89	Carpet Cleaning				5,630	2,100	1,007	5000
90	City Hall Cleaning	5,080	4,620	6,720		4,800	4,810	5000
91	Repairs/Maint.					4,500	7,359	4000
92	Supplies/Tools					2,000	3,636	
93	City Hall Other					0	115	
94	AED Service					1,100	702	
						17,000	20,088	18500
95	City Hall Park							
96	Fertilizer/Pesticides					3,300	690	2000
97	Irrigation Service					3,000	1,847	3000
98	Signs/Dog bags					300	198	350
99	Playground Equip.					1,500	4,281	18000
100	Hardware, paint supplies, tools					2,500	306	500
	City Park Concession Stand						1,945	1500
	Porta Potty						952	
	City Hall Park other						2,113	
101	Water/Sewer/Electric (See City Operations)					10,800	12,332	25350
								\$ 25,350.00
102	Fountain							
103	Repair & Service					2,000	1,788	1500
104	New Motor					0		\$ 1,500.00
105	Baseball Park							
106	Fertilizer/Pesticides					700	678	900
107	Contract Service					800	4,021	5000
108	Field Maintenance					2,400	1,104	1500

109	Other				
110	Porta Potty				
111	Bluebird				
112	Fertilizer/Pesticides				
113	Irrigation Service				
114	Contracted Svc.				
115	Signs/Dog bags				
	Port Potty				
116	Water/Sewer/Electric (See City Operations)				
117	BaratHaven				
118	Fertilizer/Pesticides				
119	Irrigation Service				
120	Contracted Svc.				
121	Signs/Dog bags				
122	Contract Mow & Spray				
123	Trail Maint.				
124	Future Trail Repairs				
125	Port Potty				
126	Other				
	Georgetown				
127	Fertilizer/Pesticides				
128	Irrigation Service				
129	Contracted Services				
130	Other				
131	Hubble Court				
132	Mowing				
133	Misc				
134	Vehicles, Tools, Machinery				
135	Rental Equipment				
	General Supplies				
136	Fuel (See City Operations)				
137	Tree City USA	2,829	10,536	24,000	
138	Training & Dues				
139	Uniform/Clothing				
140	Personnel (See Mayor)				
141					
142	Code/Building Inspection				
143	Building Department	4,611	9,379	8,400	
144	Annual/Monthly Training				
145	Membership Dues				
146	Software License				
147	Cell Phone	1,801	799	960	
148	Tablet				
149	Vehicle Services				
150	Fuel (See City Operations)				
151	Clothing Allowance				
152	Forms/Printing				
153	Personnel (See Mayor)				
154					
155	Recreation				
156	Expenses for Youth Baseball & Softball League	-	-	40,720	
157	Park Activities/Events	51,381	51,531	65,600	
158	Clean Stream				
159	Egg Hunt/Arbor Day				

		0	\$	32	
		1,200	\$	368	
		5,100	\$	6,203	
					8,600.00
		3,000	\$	924	
		1,500	\$	310	
		1,200	\$	3,269	
		700	\$	-	
			\$	659	
		0			
		6,400	\$	5,162	
					13,550.00
		5,900	\$	2,828	
		5,000	\$	675	
		5,000	\$	3,827	
		700	\$	25	
		5,000	\$	2,725	
		0			
		0			
			\$	644	
			\$	293	
		0			
		21,600	\$	11,017	
		500	\$	159	
		500	\$	70	
		700	\$	814	
		0	\$	29	
		1,700	\$	1,072	
					1,100.00
		1,100	\$	1,255	
					1,200.00
		6,000	\$	10,259	
		2,000	\$	-	
			\$	1,169	
		0			
		25,000		6,433	
		4,000	\$	4,440	
		700	\$	-	
		0			
		37,700	\$	22,301	
		103,200			
					41,700.00
		0			
		4,600		4,600	
		250		233	
		8,640		8,640	
		840		818	
		540		534	
		150			
		0			
		250		157	
		350	\$	11	
		0			
		15,620	\$	14,993	
					16,520.00
		0			
		0			
		100	\$	-	
		2,500	\$	907	
					2500

160	Music, Movies			
161	Senior Events			
162	Tree Lighting			
163	Prairie Day			
164	Rec Desk			
165	Spring baseball			
166	Fall Baseball			
167	Football Camp			
168	Soccer League			
169	Cricket Clinic			
170	Lacrosse clinic			
171	Cricket League (See Other New Events)			
172	Golf tourn.			
173	Misc. tournaments, leagues			
174	Training Camps			
175	CORE Soccer Training			
176	City-wide Yard Sale			
177	BBQ Event (See Other New Events)			
178	Chili Cook Off (See Other New Events)			
179	Other New Events			
180	Marketing			
181	Uniforms			
182	Dues/Prof. Training			
183	Personnel (See Mayor)			
184	Concession Stand			
185				

186	Municipal Court			
187	Judge	4,800	4,950	4,800
188	Prosecuting Athly.	18,084	18,497	20,000
189	Misc./Court Supplies	4,498	5,265	8,104
190	Printing			
191	Supplies			
192	IT Software License			
193	Computer, Peripherals			
194	Training/Conferences			
195	Internet site for cases & Other SB5 Impacts			
196	Required New Signage			
197	Membership			
198	Domestic Violence Fund	3,481	3,207	3,500
199	POST Fees	1,741	1,603	1,750
200	Crime Victims Compensation	12,276	11,432	12,000
201	Sheriff's Fund	3,167	4,589	4,800
202	Misc.			
203	Personnel (See Mayor)			

Prosecuting Attorney's Office

Prosecutor
Printing Tickets, warnings, probation etc.
IT Software License
Training/conferences
Personnel (See Mayor's Budget)
Misc.

204 Economic Development

205	Dues			
206	Conferences, Meetings			
207	St. Charles County EDC	6,500	6,500	6,500

	10,000	\$	8,114
	10,000	\$	4,492
	8,000	\$	2,464
	24,000	\$	13,383
	2,940	\$	2,940
	20,000	\$	15,033
	5,000	\$	2,580
	200		
	4,000		
	200		
	200		
	200		
	0		
	1,500		
	1,250		
	800		
	1,350	\$	922
	200		
	0		
	0		
	1,200		
	5,000		
	1,500	\$	268
	5,000	\$	3,407
	0		
	0		
	104,940	\$	54,510

4,800	4,800		5,000
	20,000		
	0		
	4,150		1,024
	200		24
	1,764		1,945
	390		-
	2,525		1,007
	8,000		4,948
	2,000		134
	75		60
	2,700		2,194
	1,306		1,098
	9,500		7,826
	3,884		3,288
4092	0		-
	61,404	\$	28,548

15524

\$

14,128

	1,000	\$	510
	2,500	\$	1,723
	6,500		6,500

10000
10000
8000
24000
2940

100
4000
200
100

1600

200

1300
5000
1500
4000

100540 \$ 100,540.00

6000

1000
200
2042
300
2525
1200
0
75
2700
1300
9500
4000
1000

31842 \$ 31,842.00

13200
3000
0
2000
1000
19200 \$ 19,200.00

1100
4000
6500

208	Business Promotions					
209	Subscriptions					
210	Personnel (See Mayor)					
211						
212	City Operations					
213	Audit	11,500	11,845	12,250		
214	General Liability, Management Liability & Employment Practices	4,046	6,341	8,000		
215	Property Insurance	9,761	10,019	11,000		
216	Workers Comp	7,962	7,869	8,000		
217	Treasurers Bond	125	125	125		
218	Auto Insurance	1,899	3,239	2,800		
219	Employee & Public Officials Bond	3,519	4,311	400		
220	Public Relations	2,863	5,485	20,000		
221	Telephone	8,216	7,428	10,000		
222	Web Site	2,038	1,758	3,000		
223	Computers and Software	9,955	15,826	25,400		
224	IT Service					
225	Internet	1,478	1,484	1,500		
226	Fuel, Various	8,595	5,097	6,000		
227	Water	4,431	4,816	8,000		
228	Sewer	442	580	600		
229	Electric, Various	31,747	30,556	35,000		
230	Publications/Public Notices	6,786	4,177	7,000		
231	St. Charles County Animal Control	-	-	-		
232	Newsletter	11,200	11,200	16,500		
233	Alarm Service/Music Service	1,241	650	750		
234	Municipal League Dues (MO & SCML)	2,174	2,298	2,500		
235	Election	4,876	6,980	12,000		
236	Bank Fees	1,383	1,198	1,200		
237	Copy Machine w/ Maint Agreement	3,800	2,935	3,000		
238	Gas for Suburban (See Fuel, Various)					
239	Vehicle Maintenance	4,328	4,587	6,000		
240	Vehicle Equipment	398	444	-		
241	Office Supplies	7,753	3,854	6,000		
242	Coffee Service	995	961	1,500		
243	Dues	1,484	1,700	1,500		
244	Seminars/Training	7,323	5,644	24,000		
245	Catering/Meals Exp	7,209	1,992	3,000		
246	Postage	1,507	1,778	1,800		
247	Resident Guides					
248	Miscellaneous	11,588	10,300	5,500		
249	Mosquito Control	1,116	1,371	3,500		
250	Municipal Code Codification	360	3,470	3,500		
251						
252	Mayor					
253	Payroll (Including Mayor \$12,000 and Aldermen \$27,000)	490,499	441,783	487,620		
254	Insurance	44,988	52,668	42,000		
255	LACERS	39,352	35,145	35,717		
256	Payroll Taxes	40,397	34,777	35,547		
257						
258	Legal Services					
259	Legal Services	157,191	102,833	120,000		
260						
261	Planning & Zoning					
262	Rezoning Activity					
263	Comprehensive Plan	4,643	0	15,000		
264	PGAV and Other Studies	9,919	0	90,000		
265						
266						

25000		45,000	\$	13,818		
250		317	\$	105		
36850	\$	0				
		55,317	\$	22,656		36,850.00
15000		15,000		12,600		
11000		8,000		-		
10000		11,000		9,426		
8000		8,000		7,280		
125		125		-		
2800		2,800		-		
400		400		383		
15000		20,000		1,807		
9000		10,000		7,380		
500		3,000		323		
18000		15,000		6,694		
28000		10,000		8,800		
2400		1,500		616		
6500		6,000		4,952		
4000		8,000		2,634		
750		600		404		
35000		35,000		27,252		
4000		3,000		4,203		
15600		15,000		31,024		
8000		8,500		5,600		
750		750		2,435		
2500		2,500		2,299		
15000		20,000		50,762		
2000		1,200		1,958		
3000		2,000		2,643		
0		0		0		
2000		2,000		1,417		
0		0		0		
3000		4,000		1,691		
2000		1,600		1,796		
500		500		275		
9500		9,500		6,052		
1500		3,000		1,842		
1500		1,800		991		
1500		1,500		1,826		
10000		10,000		10,383		
3500		3,500		2,943		
3500		3,500		1,195		
255825	\$	249,275		221,766		255,825.00
487960		504,070		395,742		
80850		45,740		40,987		
45232		41,117		34,133		
33271		31,772		29,785		
647,313.00	\$	622,699		500,647		647,313.00
120000	\$	120,000		84,734		120,000.00
10000		10,000				
30100		10,000				
40000		60,000		13,475		
80100	\$	80,000		13,475		80,100.00

316 Peaceful Valley
317 Cove at Dardenne
318 Hamptons at Dardenne
319 Quail Hollow
320 Canvas Cove
321 Dardenne Acres
322 Dardenne Meadows
323 McCluer Road
324 Batos Road
325 Crack Sealing

120000
200000
120000
60000
45000
85000
70000
10000
15000
25000
750,000.00

\$

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

**BOARD OF ALDERMEN
MEETING AGENDA
NOVEMBER 15, 2017
7:00 p.m.**

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

Mayor Zucker
Alderman Klingerman
Alderman Nay
Alderman Gotway
Alderman Koch
Alderman Wandling
Alderman Santos

OPEN FORUM

CONSENT AGENDA

1. Board of Aldermen Minutes 11-01-17
2. Workshop Summary 11-01-17
3. Expenditures for Approval 11-15-17
4. 2018 Submittal and Meeting Calendar
5. Master Sign Plan – Connection Christian Church – 1332 Feise Road
6. Concrete Pavement Removal & Replacement Project – Bainbridge & Lewis and Clark
– Change Order #1 – Final - \$63,217.35
7. Escrow Release – Robert McAllister - 7 Oak Side Court - \$1,500.00

ITEMS REMOVED FROM CONSENT AGENDA

PUBLIC HEARINGS

1. Conditional Use Permit Application for approximate 14.630 acres of land commonly known as 7717 Highway N, and being more particularly described in the Conditional Use Permit application received by the City on October 2, 2017, on file with the City Clerk, from Applicant Bax Engineering and Owner St. Charles County Catholic Church Real Estate Trust, Immaculate Conception Dardenne.
2. Rezoning Request and P.U.D. Request - Area Plan for the approximate 32.19 acres of land commonly known as 2450 Technology Drive and being more particularly described in the P.U.D. Request – Area Plan rezoning application received by the City on October 2, 2017, on file with the City Clerk, from Applicant Payne Family Homes, LLC and Owner Dardenne Tech, LLC, David J. Hemsath Living Trust.

NEW BUSINESS

1. **BILL #17-62**

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, APPROVING A CONDITIONAL USE PERMIT FOR PROPERTY ZONED R-1B, SINGLE-FAMILY RESIDENTIAL UNDER THE ST. CHARLES COUNTY UNIFIED DEVELOPMENT ORDINANCE AND LOCATED AT 7717 HWY N, AND APPROVING A SITE PLAN FOR SAME

2. **BILL #17-63**

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE MAYOR TO NEGOTIATE AND ENTER INTO THE THIRD AMENDMENT TO THE GROUND LEASE AGREEMENT BETWEEN THE DARDENNE COMMUNITY NOT FOR PROFIT CORPORATION (DARDENNE ATHLETIC ASSOCIATION) AND THE CITY OF DARDENNE PRAIRIE, MISSOURI

3. **BILL #17-64**

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AMENDING CHAPTER 210 OF THE MUNICIPAL CODE OF THE CITY OF DARDENNE PRAIRIE BY ENACTING A NEW SECTION 210.287; AND REGULATING BOW HUNTING WITHIN THE CITY

4. **BILL #17-65**

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE A CONTRACT WITH THE APPARENT LOW BIDDER FOR THE STREET MAINTENANCE AND PEDESTRIAN ACCESS IMPROVEMENTS PROJECT No. 971301

5. **BILL #17-66**

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE A CONTRACT WITH THE HORNER & SHIFRIN, INC. FOR PROFESSIONAL SERVICES

6. **BILL #17-67**

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AMENDING PARAGRAPH 48 OF SUBSECTION A OF SECTION 500.055 OF THE MUNICIPAL CODE BY DELETING IT IN ITS ENTIRETY; ENACTING, IN LIEU THEREOF, A NEW PARAGRAPH 48 OF SUBSECTION A OF SECTION 500.055; PROVIDING REGULATIONS FOR THE CONSTRUCTION OF ONE – AND TWO-FAMILY DWELLINGS IN THE CITY; AND OTHER MATTERS RELATED THERETO

7. **RESOLUTION #297**

A RESOLUTION OF THE BOARD OF ALDERMAN OF THE CITY OF DARDENNE PRAIRIE, MISSOURI REGARDING APPOINTMENT TO THE BOARD OF ADJUSTMENT (LOBOSCO)

8. **RESOLUTION #298**

A RESOLUTION OF THE BOARD OF ALDERMAN OF THE CITY OF DARDENNE PRAIRIE, MISSOURI REGARDING APPOINTMENT TO THE BOARD OF ADJUSTMENT (COPUS)

STAFF COMMUNICATIONS

1. City Attorney
2. City Engineer
3. Staff
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

BOARD OF ALDERMEN MINUTES

NOVEMBER 1, 2017

The City of Dardenne Prairie Board of Aldermen meeting was called to order at 7:22 p.m. The meeting was held at Dardenne Prairie City Hall located at 2032 Hanley Road.

The meeting was opened with the Pledge of Allegiance followed by the invocation by Alderman Gotway.

Present at roll call were Mayor Zucker, Aldermen Nay, Gotway, Santos, Koch, Wandling and Klingerman. Also present were City Clerk Kim Clark, City Engineer Luke Kehoe and City Attorney John Young. Staff members Amelong and Gay were also in attendance.

OPEN FORUM – No one present to speak.

CONSENT AGENDA

1. Board of Aldermen Minutes 10-18-17 & 10-17-17
2. Workshop Summary 10-18-17
3. Expenditures for Approval 11-01-17
4. Treasurer's Report – As of September 30, 2017
5. Master Sign Plan – St. Charles County Parks Department – 7801 Highway N

With no objections, the consent agenda was approved.

NEW BUSINESS

A motion was made by Alderman Santos, Seconded by Alderman Wandling to read Bill #17-59 for the first time by short title only. Motion passed unanimously.

BILL #17-59

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, ANNEXING CERTAIN ADJACENT TERRITORY INTO THE CITY OF DARDENNE PRAIRIE, MISSOURI

A motion was made by Alderman Gotway, Seconded by Alderman Koch to read Bill #17-59 for the second time by short title only. Motion passed unanimously.

A motion was made by Alderman Klingerman, Seconded by Alderman Wandling to put Bill #17-59 to final vote. Roll call was as follows:

Alderman Koch – Aye	Alderman Klingerman- Aye
Alderman Santos – Aye	Alderman Gotway - Aye
Alderman Nay – Aye	Alderman Wandling - Aye

Mayor Zucker declared Bill #17-59 passed and designated it to be Ordinance #1890.

A motion was made by Alderman Gotway, Seconded by Alderman Koch to read Bill #17-60 for the first time by short title only. Motion passed unanimously.

BILL #17-60

AN ORDINANCE SETTING THE FILING DATES, TIMES AND PLACE FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD ON APRIL 3, 2018 IN THE CITY OF DARDENNE PRAIRIE, MISSOURI

A motion was made by Alderman Santos, Seconded by Alderman Klingerman to read Bill #17-60 for the second time by short title only. Motion passed unanimously.

BOARD OF ALDERMEN MINUTES

NOVEMBER 1, 2017

A motion was made by Alderman Gotway, Seconded by Alderman Wandling to put Bill #17-60 to final vote. Roll call was as follows:

Alderman Koch – Aye	Alderman Klingerman- Aye
Alderman Santos – Aye	Alderman Gotway - Aye
Alderman Nay – Aye	Alderman Wandling - Aye

Mayor Zucker declared Bill #17-60 passed and designated it to be Ordinance #1891.

A motion was made by Alderman Koch, Seconded by Alderman Nay to read Bill #17-61 for the first time by short title only. Motion passed unanimously.

BILL #17-61

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE A MODIFICATION TO THE CONTRACT WITH THE PECKAM GUYTON ALBERS & VIETS, INC. FOR CONSULTING SERVICES

A motion was made by Alderman Wandling, Seconded by Alderman Nay to read Bill #17-61 for the second time by short title only. Motion passed unanimously.

A motion was made by Alderman Gotway, Seconded by Alderman Santos to put Bill #17-61 to final vote. Roll call was as follows:

Alderman Koch – Aye	Alderman Klingerman- Aye
Alderman Santos – Aye	Alderman Gotway - Aye
Alderman Nay – Aye	Alderman Wandling - Aye

Mayor Zucker declared Bill #17-61 passed and designated it to be Ordinance #1892.

A motion was made by Alderman Gotway, Seconded by Alderman Wandling to accept Resolution #296. Roll call was as follows:

Alderman Koch – Aye	Alderman Klingerman- Aye
Alderman Santos – Aye	Alderman Gotway - Aye
Alderman Nay – Aye	Alderman Wandling - Aye

RESOLUTION #296

A RESOLUTION OF THE BOARD OF ALDERMAN OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, REGARDING APPOINTMENTS TO THE BOARD OF ADJUSTMENT

5. 2018 Capital Improvements Budget

STAFF COMMUNICATIONS

Alderman Nay mentioned a recent news report on the Pinecrest Apartments.

ADJOURNMENT

A motion was made by Alderman Gotway, Seconded by Alderman Koch to adjourn the meeting at 8:08 p.m. Motion passed unanimously.

Respectfully submitted,

Kim Clark
City Clerk

The City of Dardenne Prairie workshop session was called to order at 6:01 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.

The following were in attendance: Mayor Zucker, Aldermen Gotway, Klingerman, Koch, Santos, Wandling and Nay. Also present were City Clerk Kim Clark, City Engineer Luke Kehoe and City Attorney John Young. Staff members Gay, Amelong & Dewinters were also in attendance.

ITEMS FOR DISCUSSION AND CONSIDERATION

1. Discussion of Expansion of Parks & Recreation Programs by the City
Alderman Gotway stated for the record, that he has been approached by several individuals in the senior community; they are convinced that if Prop P passes the city will build a recreation center. They do not want that to happen, they think the money could be utilized in other ways first before building a recreation center. He told them if the majority of the people agree to it and want it then it will happen. He said they believe the Mayor and Board have made up their mind that will happen and with this type presentation it alludes to that. It could be misconstrued that we have made up our minds that we are going to build a facility, so Alderman Gotway's question to the Board was is that what we are going to do, because that is not how he is presenting Prop P. Alderman Santos stated there would be community input. Alderman Gotway stated before any decisions were made there would be community input. Mayor Zucker stated from the very beginning, the concept was to determine what kind of recreational programs and activities the public wanted and to build facilities around that rather than imagine a building and figure out after it's built what you can stick in it, form follows function. Alderman Gotway questioned what if the imagination is no building at all, and its walking and biking trails and pocket parks and green spaces for people to play in. Mayor Zucker stated that if that is the clear desire of the community then that is the direction they will go. Alderman Gotway just wanted to make it clear and for the record that there would be community input. Mayor Zucker mentioned when the city started discussing this back in August, one of the questions was do you design it first and then present to the public or do you get the tax hike first then get into the design. The consensus was to spend Prop P money for the design and engineering part of it. Alderman Gotway stated because the city has a drawing, that means nothing; that is something that says we could do something like this is and all that drawing was meant to be. Alderman Gotway just wanted to clear things up for the record that is the direction for Prop P. Alderman Gotway also mentioned when he informs residents Prop P money can be used for asphalt walking and biking trails along Weldon Spring and Stump Roads, the residents are excited to get these things done before building a recreation center.
2. IT Services
3. PGAV
4. I-64 Corridor Study Update
5. 2018 Budget
6. Short Term Goals (0 – 3 year projects)
7. Long Term Goals (3 – 10 year projects)
8. Review of Board of Aldermen Meeting Agenda (11-01-17)

WORKSHOP SUMMARY

NOVEMBER 1, 2017

A motion was made by Alderman Gotway, Seconded by Alderman Wandling to hold a closed session pursuant to RSMo 610.021 section (1) Litigation and Privileged Communications, (2) Real Estate and (3) Personnel. Motion passed unanimously. Roll call was as follows:

Alderman Koch – Aye	Alderman Klingerman – Aye
Alderman Wandling – Aye	Alderman Nay – Aye
Alderman Santos - Aye	Alderman Gotway – Aye

CLOSED SESSION

RETURN TO REGULAR MEETING AGENDA

ADJOURNMENT

A motion was made by Alderman Wandling, Seconded by Alderman Gotway to adjourn the meeting at 7:25 p.m. Motion passed unanimously.

Respectfully submitted,

Kim Clark, City Clerk

EXPENDITURES FOR APPROVAL
11/15/2017

1 AFLAC	November, 2017	275.52
2 Ameren	Street Lights to 11-02-17	109.00
3 Ameren	Street Lights to 10-30-17	48.60
4 Charter-Spectrum	Service to 12/07/17	572.27
5 County Land Maintenance	Fall Fertilization	1,800.00
6 County Land Maintenance	Tree Installation	4,935.00
7 Court-Missouri Department of Revenue	Crime Victims: October, 2017	648.33
8 Court-Sheriff Retirement Fund	Retirement Fund: October, 2017	273.00
9 Court-St. Charles County-Dom Violence Fund	Court Fines: October, 2017	180.00
10 Court-Treasurer; State of Missouri	POST Fees: October, 2017	91.00
11 Da-Corn	Coffee Supplies	63.98
12 Extreme Electrical	Georgetown Park & St. Williams Apartments Repair	539.50
13 First Bank	Credit Card Charges	3,462.23
14 GFI Digital	Copies	255.26
15 Kim Clark	Petty Cash Replenishment	91.28
16 LAGERS	October, 2017	3,472.65
17 M & H Concrete Contractors, Inc.	Payment #2	17,257.79
18 M & H Concrete Contractors, Inc.	Payment #3	73,013.48
19 M & H Concrete Contractors, Inc.	Payment #4	25,419.83
20 MOCCFOA	Mayor/CC Annual Holiday Luncheon	175.00
21 Office Essentials	Office Supplies	183.88
22 Parks: City of Wentzville Parks & Recreation	Senior Bus Trip Reimbursement	323.30
23 Parks: Ken Lawson	Senior Bus Trip Reimbursement	150.00
24 Payroll	Payroll: 11-03-17	21,017.36
25 PWSD #2	City Hall to 10-24-17	129.85
26 PWSD #2	City Hall Fountain to 10-24-17	292.28
27 R & R Contracting	Porta Potties	141.28
28 Robert McAllister	Escrow Refund	1,500.00
29 St. Louis Post Dispatch	Public Hearing Notice	1,666.00
30 Western St. Charles County Chamber	Annual Membership	225.00
		158,312.67

Approved by Board of Aldermen 11-15-17

Mayor David C. Zucker

DRAFT

DARDENNE



City of Dardenne Prairie, Missouri

Submittal and Meeting Calendar 2018

Planning and Zoning Commission – 2nd Wednesday of the month

Planning and Zoning Commission Meetings begin at 7:00 p.m.

Board of Aldermen – 1st and 3rd Wednesdays of the month

Board of Aldermen Meetings begin at 7:00 p.m.

(Board of Aldermen Work Sessions are held at 6:00 pm)

All meetings are held at City Hall located at 2032 Hanley Road

PLANNING & ZONING COMMISSION				
REZONING, CONDITIONAL USE & NEW COMMUNITY PLANS**	PLATS, LOT SPLITS, SITE PLANS & PUD FINAL PLANS			
APPLICATION DEADLINE	SUBMISSION DEADLINE	COMMENTS TO APPLICANT	RESUBMISSION DEADLINE	MEETING DATE
12/04/2017	12/06/2017	12/15/2017	12/22/2017	01/10/2018
01/08/2018	01/10/2018	01/19/2018	01/26/2018	02/14/2018
02/05/2018	02/07/2018	02/16/2018	02/23/2018	03/14/2018
03/05/2018	03/07/2018	03/16/2018	03/23/2018	04/11/2018
04/02/2018	04/04/2018	04/13/2018	04/20/2018	05/09/2018
05/07/2018	05/09/2018	05/18/2018	05/25/2018	06/13/2018
06/04/2018	06/06/2018	06/15/2018	06/22/2018	07/11/2018
07/02/2018	07/05/2018*	07/13/2018	07/20/2018	08/08/2018
08/06/2018	08/08/2018	08/17/2018	08/24/2018	09/12/2018
09/04/2018*	09/05/2018	09/14/2018	09/21/2018	10/10/2018
10/09/2018*	10/10/2018	10/19/2018	10/26/2018	11/14/2018
11/05/2018	11/07/2018	11/16/2018	11/26/2018*	12/12/2018

Note: Variances must be heard by the Board of Adjustment, which meets on an "as-needed" basis.

** Items that require publication must be submitted at least 37 days prior to meeting date

* Denotes Holiday Schedule

BOARD OF ALDERMEN		
MASTER SIGN PLAN, TEMPORARY USE & OTHER AGENDA ITEMS**		
APPLICATION DEADLINE	FIRST MEETING DATE	SECOND MEETING DATE
12/27/2017	01/03/2018	01/17/2018
01/31/2018	02/07/2018	02/21/2018
02/28/2018	03/07/2018	03/21/2018
03/28/2018	04/04/2018	04/18/2018
04/25/2018	05/02/2018	05/16/2018
05/30/2018	06/06/2018	06/20/2018
06/27/2018	07/05/2018*	07/18/2018
07/25/2018	08/01/2018	08/15/2018
08/29/2018	09/05/2018	09/19/2018
09/26/2018	10/03/2018	10/17/2018
10/31/2018	11/07/2018	11/21/2018
11/28/2018	12/05/2018	12/19/2018

DARDENNE



17-470

City Hall
2032 Hanley Road
Dardenne Prairie, MO 63368
Phone 636.661.1718
Fax 636.625.0077

Needs Board
Approval

MASTER SIGN PLAN APPLICATION

CITY OF DARDENNE PRAIRIE, MISSOURI

www.DardennePrairie.org

APPLICANT:

Connection Christian Church

Company Name

Richard Beauchamp - Elder

Printed Name, Title

2046 Highway N

Street Address

Foristell, MO 63348

City/State/Zip Code

636-463-1090

Telephone

Facsimile

STREET ADDRESS OF SITE:

1332 Feise Rd

O'Fallon, MO 63366

OWNER (attach additional):

Contract Purchaser/Developer:

Connection Christian Church

Printed Name

Richard Beauchamp

Printed Name

1332 Feise Rd.

Street Address

O'Fallon, MO 63366

City/State/Zip Code

636-463-1090

Telephone

Facsimile

Connection Christian Church

Company Name

Richard Beauchamp

Printed Name, Title

1332 Feise Rd.

Street Address

O'Fallon, MO 63366

City/State/Zip Code

636-463-1090

Telephone

Facsimile

LEGAL DESCRIPTION OF SITE (other than address)

18' From Feise sidewalk
and 105' from entrance of Lan grove

EXISTING ZONING:

PROPOSED USE:

Church Signage

TOTAL SQUARE FEET OF SIGN FACE:

5' x 8'

40 sq. ft.

MASTER SIGN PLAN REVIEW FEE SUBMITTED:

\$ 160.00

MASTER SIGN PLAN APPLICATION / CHECKLIST

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

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

____ Two (2) copies of the master sign plan.
Additional copies for distribution to Board of Aldermen will be requested upon review by the City Engineer.

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

Please Note:

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

Richard Beauchamp
Applicant's Signature

10/31/17
Date

Richard Beauchamp - elder
Owner's Signature

10/31/17
Date

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

CUSTOMER PROVIDED ARTWORK (NOT RECOMMENDED FOR VISIBILITY)

45
Years
EXPERIENCE



ANNOUNCER 58
CABINET SIZE: 5'x8'
Tracking: 4 Rows of 6"

Header Vinyl: Photoreal
Text Color: Photoreal
Cowling Text Vinyl:
Paint Color: Black
Draft: White
SIGN DESIGN #

Approved as shown
Richard Beauchamp
Date: 10/31/17

Approved with listed changes

Date

GRAPHICS DISCLAIMER: This custom artwork is not intended to provide an exact match between ink, vinyl, paint, or LED color. Brickwork, masonry and landscaping is not included in the proposal. Measurements shown are approximations; dimensions of final product may vary. LED images shown are simulated to replicate optimum viewing distance. Sign is designed to be illuminated at all times. Sketches are based off of this premise. Non-illumination during daylight hours may result in graphics appearing darker than expected.



5/8"=1'
Sk: 908487-1
Cust: 1877694
10/25/2017
DR/mDeutsche
PROPOSAL

ORIGINAL DESIGN DO NOT DUPLICATE

PH: 1-800-237-3928 • FAX 1-800-485-4280



Connection Christian Church
1332 FEISE RD
Dardenne Prairie, MO 63366

Consultant:
Mark Deuschle, x208
mDeuschle@stewartsigns.com
Direct Fax: (888) 503-3519

Customer ID: 1877694
Quote #: 908487 / 1
Quoted: 10/30/2017

Attn: Richard Beauchamp
636-463-1090

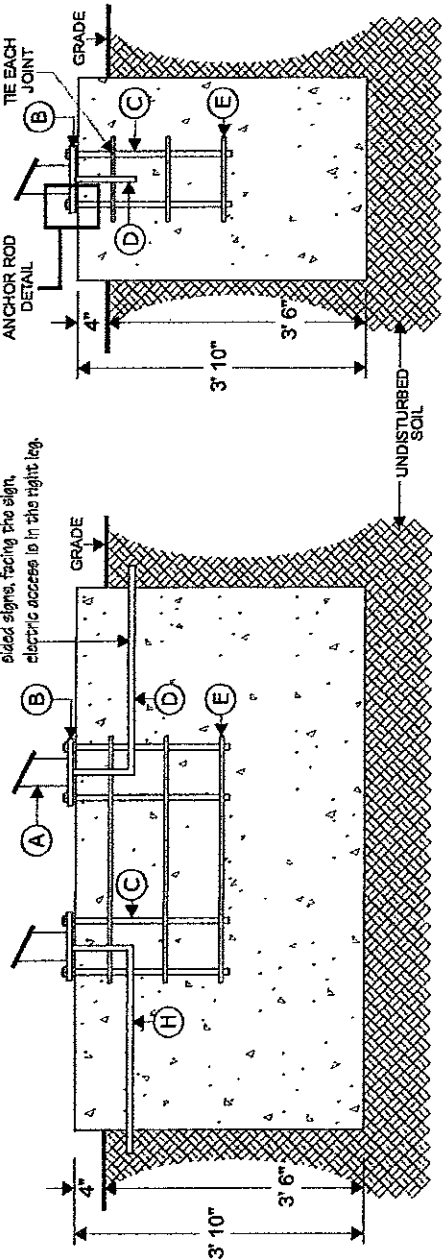
DESCRIPTION	
5'x 8' Freestanding Sign with Announcer Sectional Face(s); Header Decorated on Inside Surface with 3M Vinyl Graphics. Planked Message Area with Riveted Tracking. 10-1/2" Deep Extruded Aluminum Cabinet	
Face / Cabinet Details	
Double Sided 4 Lines of Changeable Copy Tracking 501 Black Changeable Copy Letters Stewart 6" Letter Storage Case Face Removable via Right and Left Retainers	Header Area Decorated with Internal Photo-Real Graphics Changeable Copy Letter Size: 6 Inch Vandal Cover w/ Glide & Lock Props for a 60"x 96" Announcer Face 1 Message Panel(s) per Side
Electrical Information	
Horizontal LED Illumination Package for a 5' x 8' Cabinet	Identification Cabinet Requires One 20 Amp Circuit, 120 Volts; Max Draw: 1.94 Amps
Structural Details	
Mount Style: Dual Leg Mount Mount Size: Leg Width: 2 Ft 8 In Minimum Wind Load Rating: 120mph, Exposure B	Cowling (Creates Pedestal Appearance) Leg Height: 3 Ft 6 In Overall Sign Height: 8 Ft 6 In
Miscellaneous Items	
Buy Factory Direct Freight Included	LIFETIME WARRANTY
*** Review Custom Artwork for Text, Graphic and Layout Details ***	
I.D. Cabinet: Black Header Copy: White	Draft: White Mount: Black

Investment:	\$8,798.00
<p>Unless otherwise noted in Special Instructions, these prices are valid for 60 days.</p> <p>Freight, storage, other freight services and applicable sales tax will be added to your invoice.</p> <p>Organizations exempt from sales tax must include exempt certificate with order.</p>	
<p>Shipping Terms: F.O.B. Origin</p> <p>Payment Terms: 25% Down, Balance due in 10 equal monthly payments after shipment. @ 0% interest, requires auto-debit (** \$15,000 limit **)</p>	

Stewart Signs • 2201 Cantu Court • Suite 215 • Sarasota, FL 34232-6255
Phone: (800) 237-3928 Fax: (800) 485-4280 Web: www.stewartsigns.com Tax ID: 20-5076284

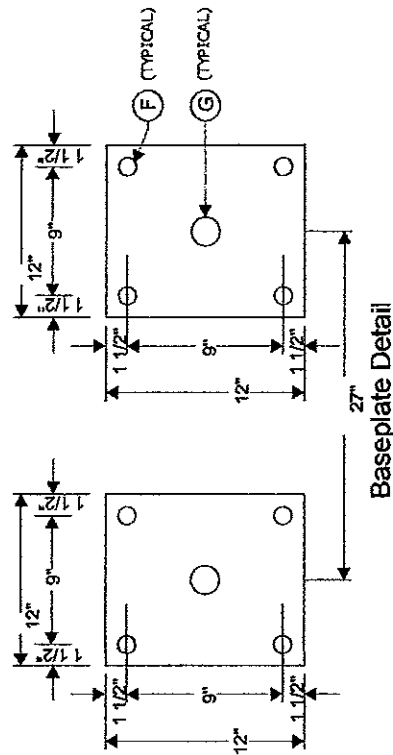
FOOTING SPECIFICATIONS

Electric can be run underground in conduit between anchor rods on either leg. NOTE: On single sided signs, facing the sign, electric access is in the right leg.



Front View Cross Section

Side View Cross Section



Anchor Rod Detail

Baseplate Detail

SEPARATE STEWART TEMPLATE MUST BE USED TO SET ANCHOR RODS INTO CONCRETE

DRAWING IS NOT TO SCALE



2201 Cantu Ct Suite 215 Sarasota, FL 34232
1-800-237-3928 www.stewartsigns.com

Page 1 of 1

FOOTER DETAIL

A. Sign legs

B. Base plates

C. 3/4" x 30" anchor rods, 8 required. Tape anchor rod threads for protection against sand.

D. Electrical conduit (supplied by customer)

E. #5 rebar or better, tied at each joint (supplied by customer)

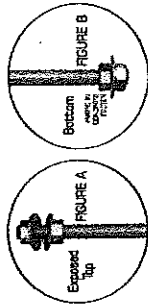
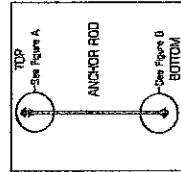
F. 1 1/4" diameter anchor bolt holes

G. 2" diameter electrical hole

H. Data conduit (LED sign models only, if applicable)

NOTES

- 3,000 psi concrete: less than 1.47 cubic yards needed
- Windload: design meets or exceeds 120 mph Exposure B



CONTACT

Mark Deutsche
1-888-237-3928 x208
mDeutsche@stewartsigns.com

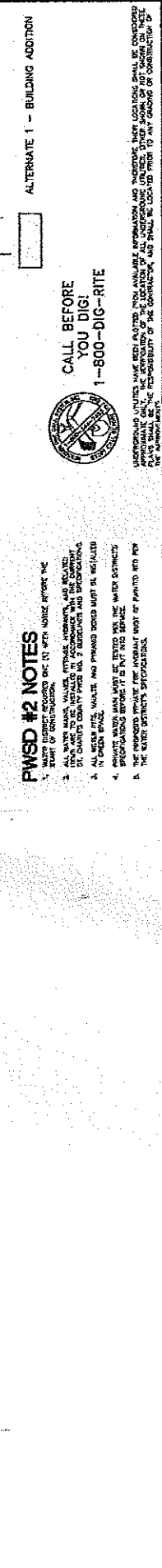
CUSTOMER INFORMATION

Connection Christian Church
1332 FEISE RD
Dardenne Prairie, MO 63366
Customer #1877694
Quote #908487-1

SIGN SPECIFICATIONS

Sign Model: Announcer (B)
ID Cabinet Size: 5' x 8'
Leg Height: 3' 6"
Leg Width: 2' 8"
Windload: 120 mph Exposure B
On Center Dimension: 27"

Drawing Generated 10/30/2017 1:08 PM



SHEET NO. 1 OF 1

CHANGE ORDER

Engineer: Kehoe Engineering Company, Inc. 2920 Sandtrap Drive Dardenne Prairie, Missouri 63368		Change Order No. 1 - Final Concrete Pavement Removal and Replacement Project Lewis and Clark & Bainbridge Subdivisions Dardenne Prairie, Missouri	
Contractor: M & H Concrete Contractors, Inc. 3151 Industrial Park Place West St. Peters, Missouri 63376			
To: City of Dardenne Prairie, Missouri 2032 Hanley Road Dardenne Prairie, MO 63368			

1. Description and Reason for Change:

There has been approximately 94 additional (6" - 6.25 sack concrete) pavement slabs removed and replaced (including an additional 2,870 feet of saw cutting) beyond the original quantity estimates. This change order also includes final quantity adjustments for all items in the contract.

2. Estimate of Cost of Work Affected by this Change Order:

Estimate Line No.	Contract Item No.	Item Description	Units	Units Previously Provided for	Units to be Constructed	Units Under, Over Contingency	Contract or Agreed Unit Price	Amount of Overrun	Amount of Underrun
1	2	Saw Cutting	LF	850.0	3,720.0	2870	2.00	5,740.00	
2	3a	Concrete Replacement, 6-inch thick - with 6.25 sack concrete mix	SY	2700.0	4,574.1	1874	43.70	81,898.17	
3	3b	Concrete Replacement, 6-inch thick - with 8.25 sack concrete mix	SY	50.0	0.0	(50)	47.80		(2,390.00)
4	4a	Concrete Replacement, 7-inch thick - with 6.25 sack concrete mix	SY	200.0	144.6	(55)	45.60		(2,526.24)
5	4b	Concrete Replacement, 7-inch thick - with 8.25 sack concrete mix	SY	50.0	0.0	(50)	49.60		(2,480.00)
6	5	Remove Unsuitable Subgrade	CY	50.0	0.0	(50)	16.00		(800.00)
7	6	Replace Unsuitable Material with 1-inch minus Base Rock	CY	20.0	0.0	(20)	14.00		(280.00)
8	7	Replace Unsuitable Material with 2-inch minus Base Rock	CY	20.0	0.0	(20)	16.00		(320.00)
9	8	Breaking of Concrete Pavement Lugs	HR	4.0	0.0	(4.00)	175.00		(700.00)
10	9	Sidewalk Replacement, including ramp	SF	700.0	76.0	(624.00)	7.20		(4,492.80)
11	10	Detectable warning pad (truncated dome)	SF	80.0	8.0	(72.00)	20.00		(1,440.00)
12	11	Vertical curb replacement	LF	1500.0	1,139.7	(360.30)	14.00		(5,044.20)
13	12	Ceramar Expansion Joint Material 2" thick x 8" deep	LF	180.0	124.8	(55.20)	3.42		(188.78)
14	13a	Remove and replace joint from 4-foot to 8-foot wide - with 6.25 sack concrete	SY	40.0	5.9	(34)	68.00		(2,318.80)
15	13b	Remove and replace joint from 4-foot to 8-foot wide - with 8.25 sack concrete mix	SY	20.0	0.0	(20.00)	72.00		(1,440.00)
TOTALS:								87,638.17	(24,420.82)

3. Settlement for Cost of the above change to be made on lump sum basis. (Yes)

4. Contract time for this change order will be increased by: 45 work days.

5. Contract time per various delays will be increased by: 0 work days.

1. Contract Amount	\$	168,195.60
2. Overrun(Underrun) this Change Order	\$	63,217.35
3. Overrun(Underrun) previous Change Orders	\$	-
4. Total Overrun(Underrun) to Date	\$	63,217.35
5. Total Contract Amount	\$	231,412.95

SUBMITTED RESIDENT ENGINEER

DATE

M & H Concrete Contractors, Inc.

CONTRACTOR

APPROVED MAYOR

DATE

SIGNATURE

DATE



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

City Engineer
Phone 636.978.6008
Fax 636.898.0923
Engineer@DardennePrairie.org

November 8, 2017

Mayor David Zucker
City of Dardenne Prairie
2032 Hanley Rd.
Dardenne Prairie, Missouri 63368

Subject: Facilities Work in Public Right-of-Way – 7 Oak Side Court
Cash Performance Bond
Dardenne Prairie Project No. 971200

Dear Mayor Zucker:

Following our inspection, we recommend a full refund of the \$1,500.00 cash bond posted by Robert McAllister and held by the City for the guaranteed faithful performance of the subject project.

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

Sincerely,
KEHOE ENGINEERING COMPANY INC.

Luke R. Kehoe, P.E., CFM, LEED AP
City Engineer

cc: Board of Aldermen
Kim Clark, City Clerk
Robert McAllister, 7 Oak Side Court, Dardenne Prairie, MO 63368

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI,
APPROVING A CONDITIONAL USE PERMIT FOR PROPERTY ZONED
R-1B, SINGLE-FAMILY RESIDENTIAL UNDER THE ST. CHARLES
COUNTY UNIFIED DEVELOPMENT ORDINANCE AND LOCATED AT
7717 HWY N, AND APPROVING A SITE PLAN FOR SAME**

WHEREAS, a Conditional Use Permit Application was submitted to the Board of Aldermen, a copy of which is attached hereto as **Exhibit A** and incorporated by reference herein (the "Application"), by Bax Engineering Co. (the "Applicant"), to allow the use of certain real property within the City of Dardenne Prairie (the "City") more particularly described in **Exhibit B**, a copy of which is attached hereto and incorporated by reference herein, (the "Property"), and owned by the St. Charles County Catholic Church Real Estate Trust (the "Owner") for an existing parking lot and soccer fields; and

WHEREAS, on November 1, 2017, and pursuant to Ordinance No. 1890, the Property was annexed into the City under the provisions of Section 71.014, RSMo.; and

WHEREAS, pursuant to Section 89.191, RSMo., "Whenever any city, town or village, located in a county of the first class with a charter form of government annexes any unincorporated territory, the zoning classification of the annexed territory shall remain the same as it was prior to the annexation, unless the zoning classification is affirmatively changed through the regular rezoning procedures used by the annexing city, town or village;" and

WHEREAS, pursuant to Section 405.855.A of the City Code, "Upon annexation of any property the zoning of said property shall remain the same as it was prior to the annexation until the zoning classification is affirmatively changed through the regular rezoning procedures of the City set forth in this Chapter;" and

WHEREAS, St. Charles County is a county of the first class with a charter form of government; and

WHEREAS, prior to annexation, the Property was zoned R-1B, Single-Family Residential under the St. Charles County Unified Development Ordinance; and

WHEREAS, the use of the Property as a "Private or commercial recreational facility, including a lake, swimming pool, tennis court, boarding stable, riding stable, or golf course on a site of not less than five (5) acres" is an allowed conditional use in the R-1B, Single-Family Residential District under Section 405.090(C)(14) of the St. Charles County Unified Development Ordinance; and

WHEREAS, the Applicant and Owner have proposed to rezone the Property to R-1D, Single-Family Residential under the City Code; and

WHEREAS, the use of the Property as a “Privately operated recreational facility including a lake, swimming pool, tennis court, riding stable or golf course on a site of not less than five (5) acres” is an allowed conditional use in all of the zoning districts in the City under the City Code; and

WHEREAS, the Property consists of approximately 14.22 acres; and

WHEREAS, the Board of Aldermen of the City of Dardenne Prairie, Missouri, referred the Application to the City's Planning and Zoning Commission; and

WHEREAS, said Planning and Zoning Commission of the City considered the Application and recommended that the Board of Aldermen approve the Application; and

WHEREAS, the Board of Aldermen and the Planning and Zoning Commission held hearings on the proposed conditional use at which interested persons and residents of the City were given an opportunity to be heard on the proposed conditional use; and

WHEREAS, the Planning and Zoning Commission and the Board of Aldermen considered the following:

1. The character of the surrounding area;
2. The traffic conditions of the surrounding area;
3. The public utility facilities;
4. The Comprehensive Plan, a copy of which is available in the office of the City Clerk and incorporated by reference herein;
5. The Application;
6. The Municipal Code of the City of Dardenne Prairie, Missouri, a copy of which is available in the office of the City Clerk and incorporated by reference herein (the “City Code”);
7. The St. Charles County Unified Development Ordinance, a copy of which is available in the office of the St. Charles County Registrar, and incorporated by reference herein;
8. The Memo from the City Engineer to the Planning and Zoning Commission dated October 30, 2017, a copy of which is attached hereto as **Exhibit C** and incorporated by reference herein;
9. The Site Plan submitted with the Application, prepared by Bax Engineering Co., dated 9-28-17, referencing Project Number 06-13696B, and revised on 10-20-17, which plan is on file in the office of the City Clerk and incorporated by reference herein;
10. The recommendation of the Planning and Zoning Commission;
11. Testimony presented at the hearing before the Planning and Zoning Commission on November 8, 2017, recorded audio of which is on file in the office of the City Clerk and incorporated by reference herein; and
12. Testimony presented at the hearing before the Board of Aldermen on November 15, 2017, recorded audio of which is on file in the office of the City Clerk and

incorporated by reference herein;

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

SECTION 1. Based upon the evidence presented to it, and subject to the conditions stated herein, the Board of Aldermen of the City of Dardenne Prairie, Missouri, does hereby find and determine that the continued use of the Property for parking and soccer fields qualifies as a "Private or commercial recreational facility" under Section 405.090(C)(14) of the St. Charles County Unified Development Ordinance and as a "Privately operated recreational facility" under the City Code, and:

- a. Will not adversely affect the character or the traffic conditions of the surrounding area;
- b. Will not adversely affect public utility facilities;
- c. Complies with the Comprehensive Plan of the City and with other matters pertaining to the general welfare of its residents; and
- d. Meets all of the criteria set forth in Section 405.475.B of the City Code.

SECTION 2. The Board of Aldermen of the City of Dardenne Prairie, Missouri, does hereby authorize the use of the Property as a Private recreational facility under Section 405.090(C)(14) of the St. Charles County Unified Development Ordinance, subject to the Applicant's and Owner's compliance with all conditions set forth in Section 4 of this Ordinance. If the Property is rezoned to one of the zoning districts provided in the City Code, the Board of Aldermen does hereby authorize the use of the Property as a "Privately operated recreational facility" under the City Code, subject to the Applicant's and Owner's compliance with all conditions set forth in Section 4 of this Ordinance.

SECTION 3. That in accordance with the ordinances of the City of Dardenne Prairie, Missouri and applicable laws of the State of Missouri, an application was made for a Site Plan approval for the Property, first before the Planning and Zoning Commission and then the Board of Aldermen of the City of Dardenne Prairie, and approval is hereby granted for the Site Plan subject to the developer's compliance with all conditions herein as well as those reflected on the approved Site Plan for the same prepared by Bax Engineering Co., dated 9-28-17, referencing Project Number 06-13696B, and revised on 10-20-17, which plan is incorporated by reference herein.

SECTION 4. Conditions of Issuance:

1. Applicant and Owner, having to the best of their knowledge provided the City with all information required by the appropriate sections of the St. Charles County Unified Development Ordinance pertaining to R-1B, Single-Family Residential Districts, and that any information inadvertently omitted will be provided upon request, as soon as it may reasonably be obtained.
2. Applicant and Owner, having to the best of their knowledge provided the City with all information required by Chapter 405 of the City Code, agree that any information inadvertently

omitted will be provided upon request, as soon as it may reasonably be obtained.

3. Applicant and Owner (or their successors in interest) agree that all improvements shall be constructed to meet all applicable federal, state and local codes and shall comply with all of the City's applicable ordinances and construction standards.

4. Applicant and Owner (or their successors in interest) agree that the Property shall be used in compliance with the requirements of the City Code.

5. The Conditional Use Permit granted by this Ordinance is subject to the Applicant's and Owner's (or their successors in interest) compliance with the conditions reflected on the Site Plan prepared by Bax Engineering Co., dated 9-28-17, referencing Project Number 06-13696B, and revised on 10-20-17, which Site Plan is on file in the office of the City Clerk and incorporated by reference herein.

6. Any violation of a requirement, term, condition or safeguard contained herein shall be considered a violation of Chapter 405 of the City Code, subject to the applicable penalties contained therein and grounds for the Board of Aldermen to take all such actions as may be necessary to terminate and cancel the conditional use permit approved pursuant to this ordinance.

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.

SECTION 6. 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 7. 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.

[Remainder of page intentionally left blank. Signature page to follow.]

Read two (2) times, passed, and approved this _____ day of _____, 2017.

As Presiding Officer and as Mayor

Attest:

City Clerk

Approved this _____ day of _____, 2017.

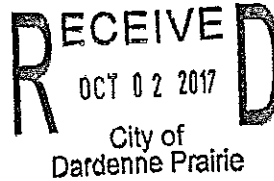
Mayor

Attest:

City Clerk



"Exhibit A"



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

CONDITIONAL USE PERMIT APPLICATION

CITY OF DARDENNE PRAIRIE, MISSOURI

www.DardennePrairie.org

APPLICANT:

Company Name

BAX ENGINEERING

Printed Name, Title

CLIFFORD L. HEITMANN PRESIDENT

Street Address

221 POINT WEST BLVD

City/State/Zip Code

ST. CHARLES, MO 63301

Telephone

636-928-5552 636-928-1718

Facsimile

Email Address

cheitmann@baxengineering.com

STREET ADDRESS OF CONDITIONAL USE:

7717 Hwy N 63368

OWNER (attach additional):

Printed Name

IMMACULATE CONCEPTION

Printed Name

MSGR. TED WOJCICKI

Street Address

7701 Hwy N

City/State/Zip Code

DARDENNE PRAIRIE, MO 63368

Telephone

636-561-6611

Facsimile

Email Address

msgtrted.wojicki@icdparish.org

Contract Purchaser/Developer:

Company Name

Printed Name, Title

Street Address

City/State/Zip Code

Telephone

Facsimile

Email Address

LEGAL DESCRIPTION OF PROPERTY (other than address)

BATES DIVISION PT
LOTS 4 & 5 IMMACULATE CONCEPTION BULLFIGHTS AND PARKING

EXISTING ZONING:

UNINCORPORATED

PROPOSED ZONING:

R-1A

PROPOSED USE:

EXISTING PARKING & SOCCER FIELDS

NO. UNITS:

—

CUP APPLICATION FEE SUBMITTED:

920.00

SITE PLAN REVIEW FEE SUBMITTED:

1398.31

CONDITIONAL USE PERMIT APPLICATION

The decision to recommend approval or denial of the proposed conditional use shall be based on the following criteria:

- A. The use complies with all applicable provisions of the zoning ordinance.
- B. The use at the specified location will contribute to and promote the welfare and convenience of the public.
- C. The use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located.
- D. The use shall not dominate the immediate neighborhood. In determining whether the conditional use will so dominate the immediate neighborhood, consideration shall be given to:
 - 1. The location, nature and height of buildings, structures, walls and fences on the site; and
 - 2. The nature and extent of proposed landscaping and screening on the site.
- E. Off-street parking and loading areas shall be provided in accordance with the standards set forth in the zoning ordinance.
- F. Adequate utility, drainage and other such necessary facilities must be provided.
- G. Adequate access roads or entrance and exit drives must be provided. (Minimum 25' for 2-way and 14' for 1-way traffic.)
- H. In consideration of requests for any conditional use permits, the Planning and Zoning Commission/Board of Aldermen shall require such conditions of use as it deems necessary to protect the best interests of the City and the surrounding property and to achieve the objectives of the zoning ordinance.
- I. A time limitation may be required.

Please Note:

- Prior to approval of a Building Permit, a Construction Site Plan must be reviewed and approved by the City Engineer. In addition, the appropriate Fire Protection District will need to review and approve the development.
- Any signage to be placed on the subject property requires a separate Sign Permit or Master Sign Plan.
- Any business occupying the site requires approval of a Business License.
- All plans, architectural drawings, renderings or other materials or visual aids either submitted to the Commission and/or Board of Aldermen or presented at their meeting shall become the property of the City and part of the permanent record of any approval.

[✓] CHECKLIST TO COMPLETE THIS APPLICATION

- [] Two (2) folded copies of a plot survey/sketch/site plan are provided. This plan shall be drawn to scale and prepared on sheet(s) not to exceed twenty-four (24) inches by thirty-six (36) inches and shall show the lot or lots included in the application; show all structures; give appropriate dimensions, utility easements and other information listed on this application.
Additional copies for distribution to Planning and Zoning Commission (P&Z) and Board of Aldermen members will be requested upon review by the City Engineer.
- [] Electronic and paper copy of legal description of the property are provided. Electronic files may be sent via email to the City Engineer (engineer@dardenneprairie.org).
- [] Provide a list of the names and mailing addresses of property owners with property within an area determined by lines drawn parallel to and three hundred (300) feet distant from the boundaries of the subject property. Electronic files may be sent via email to the City Engineer (engineer@dardenneprairie.org).
- [] A good faith effort shall be made by the petitioner to notify by mail all property owners known to the petitioner whose property is within an area determined by lines drawn parallel to and three hundred (300) feet distant from the subject property of the time and place of the public hearings. Such notices shall be postmarked at least fifteen (15) days prior to the date of the hearings.
- Date of 1st Public Hearing: 11/5/17 Postmark Deadline: 10/23/17
- [] The applicant is required to appear before the Planning and Zoning Commission and Board of Aldermen.

Before signing this application, make sure all items above are completed

[Signature] 10/2/17
Applicant's Signature Date

[Signature] 10/2/17
Owner's Signature Date
(additional below)

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 on any additional data attached hereto is true, complete, and accurate.

(ICD TO SEND TO PROPERTY OWNERS LIST)

**Example of Notice of Public Hearings
to be Sent to Adjacent Property Owners**

Date: _____

Re: Notice of Public Hearings
Dardenne Prairie, Missouri

Dear Property Owner:

Please be advised that the city of Dardenne Prairie, Missouri, will conduct a Public Hearing regarding a Conditional Use Permit application for a tract of land near your property before the Planning and Zoning Commission on Wednesday, [month] [day], [year], at 7:00 p.m., or as soon thereafter as same may be heard, at the city of Dardenne Prairie City Hall located at 2032 Hanley Road in Dardenne Prairie, Missouri, and before the Board of Aldermen on Wednesday, [month] [day], [year], at 7:00 p.m., or as soon thereafter as same may be heard, at the city of Dardenne Prairie City Hall located at 2032 Hanley Road in Dardenne Prairie, Missouri, concerning the following:

11 29 2017 Name of Applicant:

Name of Owner:

Present Zoning Classification:

Proposed Zoning Classification:

Proposed Use:

Property Location:

11 8 2017
Immaculate Conception
Mrs. Ted Wojcicki
Unincorporated County
R-1A City of Dardenne
Parking lot & Soccer
North West of Church lot

Please be advised that you have the right to be heard at the public hearings. If you have any questions, feel free to contact me at (636) 561-6611 or the city of Dardenne Prairie at the telephone numbers listed below.

Sincerely,

Mrs. Ted Wojcicki
Petitioner

cc: Kimberlie Clark, Dardenne Prairie City Clerk (636) 561-1718
Luke R. Kehoe, P.E., CFM, Dardenne Prairie City Engineer (636) 978-6008

Date Updated

Owner	Site Address	Mailing Address
9/26/2017 18:01 ST CHARLES COUNTY CATHOLIC CHURCH REAL EST TRUST	2089 HANLEY RD	20 ARCHBISHOP MAY DR, ST LOUIS MO, 63119
9/26/2017 18:01 BUCHHEIT DAVID*BUCHHEIT JUDITH	7707 WHITE BIRCH LN	7707 WHITE BIRCH LN, DARDENNE PRAIRIE MO, 63368
9/26/2017 18:01 BUCHHEIT DAVID*BUCHHEIT JUDITH	WHITE BIRCH LN	7707 WHITE BIRCH LN, DARDENNE PRAIRIE MO, 63368
9/26/2017 18:01 WENTZVILLE R-4 SCHOOL DISTRICT	2025 HANLEY RD	1 CAMPUS DR, WENTZVILLE MO, 63385
9/26/2017 18:01 ST CHARLES COUNTY CATHOLIC CHURCH REAL EST TRUST	7701 HWY N	20 ARCHBISHOP MAY DR, ST LOUIS MO, 63119
9/26/2017 18:01 OHRMAN THOMAS J*OHRMAN SANDRA K	7755 HWY N	7755 HWY N, DARDENNE PRAIRIE MO, 63368
9/26/2017 18:01 ERKER WILLIAM H SR REVOC TRUST	7773 HWY N	7420 BLAND AVE, ST LOUIS MO, 63105
9/26/2017 18:01 TRIBLE DANIEL K	7767 HWY N	7767 HWY N, DARDENNE PRAIRIE MO, 63368
9/26/2017 18:01 ST CHARLES COUNTY CATHOLIC CHURCH REAL EST TRUST	7717 HWY N	20 ARCHBISHOP MAY DR, ST LOUIS MO, 63119
9/26/2017 18:01 ST CHARLES COUNTY	HWY N	201 N 2ND ST RM 529, ST CHARLES MO, 63301
9/26/2017 18:01 ST CHARLES COUNTY	7801 HWY N	201 N 2ND ST RM 529, ST CHARLES MO, 63301
9/26/2017 18:01 ST CHARLES COUNTY	HWY N	201 N 2ND ST RM 529, ST CHARLES MO, 63301
9/26/2017 18:01 COVINGTON DARDENNE ACQUISITION 6 17-27 LLC ETAL	7805 HWY N	30 S WACKER DR STE 2750, CHICAGO IL, 60606
9/26/2017 18:01 COVINGTON DARDENNE ACQUISITION 6 17-27 LLC ETAL	HWY N	PO BOX 4900, SCOTTSDALE AZ, 85261

LEGAL DESCRIPTION ICD PARKING LOT AND SOCCER FIELD TRACT OF LAND

A TRACT OF LAND BEING PART OF LOTS 4 AND 5 OF THE DIVISION OF BATES LANDS IN FRACTIONAL SECTION 2, TOWNSHIP 46 NORTH, RANGE 2 EAST OF THE FIFTH PRINCIPAL MERIDIAN, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF "KIMBERLY ACRES", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 10 PAGE 10 OF THE ST. CHARLES COUNTY RECORDS SAID POINT ALSO BEING THE NORTHEAST CORNER OF PROPERTY CONVEYED TO THOMAS J. AND SANDRA K. OHRMAN BY DEED RECORDED IN DEED BOOK 1102 PAGE 145 OF SAID RECORDS; THENCE ALONG NORTH LINE OF SAID OHRMAN PROPERTY, NORTH 89 DEGREES 17 MINUTES 45 SECONDS WEST 725.43 FEET TO A POINT ON THE EAST LINE OF PROPERTY CONVEYED TO ST. CHARLES COUNTY, MISSOURI BY DEED RECORDED IN DEED BOOK 2622 PAGE 98 OF SAID RECORDS; THENCE ALONG SAID EAST LINE OF ST. CHARLES COUNTY, MISSOURI PROPERTY, NORTH 00 DEGREES 24 MINUTES 39 SECONDS EAST 934.70 FEET TO A POINT ON THE SOUTH LINE OF PROPERTY CONVEYED TO WILLIAM H. ERKER BY DEED RECORDED IN DEED BOOK 2013 PAGE 2028 OF SAID RECORDS; THENCE ALONG SAID SOUTH LINE OF ERKER PROPERTY THE FOLLOWING COURSES AND DISTANCES: SOUTH 82 DEGREES 46 MINUTES 59 SECONDS EAST 151.22 FEET; SOUTH 78 DEGREES 39 MINUTES 56 SECONDS EAST 583.75 SECONDS; AND SOUTH 89 DEGREES 55 MINUTES 02 SECONDS EAST 5.72 FEET TO A POINT ON THE WEST LINE OF AFORESAID "KIMBERLY ACRES"; THENCE ALONG SAID WEST LINE OF "KIMBERLY ACRES", SOUTH 00 DEGREES 40 MINUTES 03 SECONDS WEST 809.91 FEET TO THE POINT OF BEGINNING AND CONTAINING 14.630 ACRES.

"Exhibit B"

LEGAL DESCRIPTION ICD PARKING LOT AND SOCCER FIELD TRACT OF LAND

A TRACT OF LAND BEING PART OF LOTS 4 AND 5 OF THE DIVISION OF BATES LANDS IN FRACTIONAL SECTION 2, TOWNSHIP 46 NORTH, RANGE 2 EAST OF THE FIFTH PRINCIPAL MERIDIAN, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF "KIMBERLY ACRES", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 10 PAGE 10 OF THE ST. CHARLES COUNTY RECORDS SAID POINT ALSO BEING THE NORTHEAST CORNER OF PROPERTY CONVEYED TO THOMAS J. AND SANDRA K. OHRMAN BY DEED RECORDED IN DEED BOOK 1102 PAGE 145 OF SAID RECORDS; THENCE ALONG NORTH LINE OF SAID OHRMAN PROPERTY, NORTH 89 DEGREES 17 MINUTES 45 SECONDS WEST 725.43 FEET TO A POINT ON THE EAST LINE OF PROPERTY CONVEYED TO ST. CHARLES COUNTY, MISSOURI BY DEED RECORDED IN DEED BOOK 2622 PAGE 98 OF SAID RECORDS; THENCE ALONG SAID EAST LINE OF ST. CHARLES COUNTY, MISSOURI PROPERTY, NORTH 00 DEGREES 24 MINUTES 39 SECONDS EAST 934.70 FEET TO A POINT ON THE SOUTH LINE OF PROPERTY CONVEYED TO WILLIAM H. ERKER BY DEED RECORDED IN DEED BOOK 2013 PAGE 2028 OF SAID RECORDS; THENCE ALONG SAID SOUTH LINE OF ERKER PROPERTY THE FOLLOWING COURSES AND DISTANCES: SOUTH 82 DEGREES 46 MINUTES 59 SECONDS EAST 151.22 FEET; SOUTH 78 DEGREES 39 MINUTES 56 SECONDS EAST 583.75 SECONDS; AND SOUTH 89 DEGREES 55 MINUTES 02 SECONDS EAST 5.72 FEET TO A POINT ON THE WEST LINE OF AFORESAID "KIMBERLY ACRES"; THENCE ALONG SAID WEST LINE OF "KIMBERLY ACRES", SOUTH 00 DEGREES 40 MINUTES 03 SECONDS WEST 809.91 FEET TO THE POINT OF BEGINNING AND CONTAINING 14.630 ACRES.

"Exhibit C"
MEMO

TO: Dardenne Prairie Planning and Zoning Commission

FROM: Luke R. Kehoe, P.E., CFM, LEED AP
Kehoe Engineering Company, Inc. (KEC)

DATE: October 30, 2017

SUBJECT: Planning and Zoning Commission Meeting Scheduled for November 8, 2017

Items for consideration at this meeting include:

PUBLIC HEARINGS:

1. Conditional Use Permit Application for approximate 14.630 acres of land commonly known as 7717 Highway N, and being more particularly described in the Conditional Use Permit application received by the City on October 2, 2017, on file with the City Clerk, from Applicant Bax Engineering and Owner St. Charles County Catholic Church Real Estate Trust, Immaculate Conception Dardenne. This Conditional Use Permit Application and Rezoning Request were received by the City on October 2, 2017. The present zoning classification of this land is Unincorporated St. Charles County - "R-1B", Single Family Residential. The proposed zoning classification for this land is "R-1D", Single Family Residential with a Conditional Use Permit for "Existing Parking and Soccer Fields."

An annexation petition for this currently unincorporated property has been received by the City from the property owner. This annexation petition has not yet been considered by the Board of Aldermen.

Upon review of the conditional use permit application and associated site plan, the enclosed 1st Review comment letter was sent to the Applicant's engineer on October 13, 2017. On October 20, 2017, the City received the enclosed revised site plan dated 09-28-17 with the latest revision date of 10-20-17 and the enclosed response letter dated October 20, 2017, from the Applicant's engineer. Upon review, the enclosed 2nd Review comment letter was sent to the Applicant's engineer on October 27, 2017.

2. Rezoning Request and P.U.D. Request - Area Plan for the approximate 32.19 acres of land commonly known as 2450 Technology Drive and being more particularly described in the P.U.D. Request - Area Plan rezoning application received by the City on October 2, 2017, on file with the City Clerk, from Applicant Payne Family Homes, LLC and Owner Dardenne Tech, LLC, David J. Hemsath Living Trust. This Rezoning Request and P.U.D. Request - Area Plan were received by the City on October 2, 2017. The present zoning classification of this land is "Uptown Zoning District" Mixed Use. The proposed zoning classification for this land is "R-1D", Planned Unit Development, Single Family Residential and "C-3" Retail Commercial with a proposed used of single family residential and commercial

Upon review of the Rezoning Request and P.U.D. Request – Area Plan, the enclosed 1st Review comment letter was sent to the Applicant's engineer on October 18, 2017. On October 26, 2017, the City received the enclosed correspondence, from the Applicant's engineer requesting that this item be postponed until the regularly scheduled Planning and Zoning Commission meeting on December 13, 2017.

NEW ITEMS:

1. Conditional Use Permit Application for approximate 14.630 acres of land commonly known as 7717 Highway N, and being more particularly described in the Conditional Use Permit application received by the City on October 2, 2017, on file with the City Clerk, from Applicant Bax Engineering and Owner St. Charles County Catholic Church Real Estate Trust, Immaculate Conception Dardenne. From Public Hearing Item 2 above.
2. Rezoning Request and P.U.D. Request - Area Plan for the approximate 32.19 acres of land commonly known as 2450 Technology Drive and being more particularly described in the P.U.D. Request – Area Plan rezoning application received by the City on October 2, 2017, on file with the City Clerk, from Applicant Payne Family Homes, LLC and Owner Dardenne Tech, LLC, David J. Hemsath Living Trust. From Public Hearing Item 2 above.
3. Submittal and Meeting Calendar for 2018. A draft Dardenne Prairie Submittal and Meeting Calendar 2018 is enclosed for your consideration.

EXISTING ITEMS:

1. None.

INFORMATION ONLY:

2. None.

Enclosures

cc: Board of Aldermen
Kim Clark, City Clerk
John Young, City Attorney

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE,
MISSOURI, AUTHORIZING THE MAYOR TO
NEGOTIATE AND ENTER INTO THE THIRD
AMENDMENT TO THE GROUND LEASE AGREEMENT
BETWEEN THE DARDENNE COMMUNITY NOT FOR
PROFIT CORPORATION (DARDENNE ATHLETIC
ASSOCIATION) AND THE CITY OF DARDENNE
PRAIRIE, MISSOURI**

WHEREAS, the City of Dardenne Prairie ("City") and the Dardenne Community Not For Profit Corporation (d/b/a Dardenne Athletic Association ("DAA")) entered into a Ground Lease Agreement for a term of 99 years whereby the City has use of the leased premises except when the DAA is operating Youth Baseball & Softball Leagues; and

WHEREAS, in 2015 the DAA and the City entered into the First Amendment to the Ground Lease Agreement by which the parties undertook, among other terms, to negotiate an agreement for conveyance of the premises, facilities, and items to the City and placed a deadline of November 30 2016 by which to complete such an agreement; and

WHEREAS, in 2016 the DAA and the City entered the Second Amendment to the Ground Lease Agreement by which they extended the deadline for concluding an agreement for conveyance of the premises, facilities and items to the City to November 30, 2017; and

WHEREAS, the DAA and the City now desire to extend the deadline for concluding an agreement for conveyance of the premises, facilities and items to the City to November 30, 2018; and

WHEREAS, the Board of Aldermen of the City of Dardenne Prairie finds that it will promote the general welfare of the City to enter into the Third Amendment to the Ground Lease Agreement

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

SECTION 1. That the form, terms, and provisions of the Third Amendment to the Ground Lease Agreement attached hereto, marked as **Exhibit A**, and incorporated by reference herein, by and between the Dardenne Community Not For Profit Corporation (d/b/a Dardenne Athletic Association) and the City of Dardenne Prairie, Missouri, be and they hereby are approved and the Mayor is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such First Amendment to the Ground Lease Agreement in substantially the form attached hereto.

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

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

SECTION 4. Effective Date: This Ordinance shall take effect and be in force from and after its passage by the Board of Aldermen and its approval by the Mayor of the City of Dardenne Prairie, Missouri.

Read two (2) times, passed, and approved this _____ day of _____, 2017.

As Presiding Officer and as Mayor

Attest:

City Clerk

Approved this _____ day of _____, 2017.

Mayor

Attest:

City Clerk

"Exhibit A"

SECOND-THIRD AMENDMENT TO GROUND LEASE AGREEMENT

FIRST AMENDMENT TO GROUND LEASE AGREEMENT

This ~~Third~~ Second Amendment (the "Amendment") is made and entered into on this 15th day of November, 2017~~6~~, to that certain First Amendment to Ground Lease Agreement (the "Lease") by and between the DARDENNE COMMUNITY NOT FOR PROFIT CORPORATION, d/b/a the DARDENNE ATHLETIC ASSOCIATION, a Missouri not-for-profit corporation (hereinafter called "LESSOR"), and the CITY OF DARDENNE PRAIRIE, MISSOURI, a fourth class city of the State of Missouri (hereinafter called "LESSEE"). *(All capitalized terms used herein shall have the meanings ascribed in the Lease, unless otherwise specifically indicated.)*

Formatted: Superscript

WITNESSETH:

WHEREAS, LESSOR and LESSEE entered into the First Amendment to the Ground Lease Agreement effective as of December 17, 2015; and

WHEREAS, The First Amendment to the Ground Lease Agreement ("Lease") specified, among other things, that the Parties would undertake to negotiate and no later than November 30, 2016 to enter into an agreement acceptable to the Parties by which ownership of ITEMS, PREMISES, FACILITIES and certain other assets of LESSOR shall be conveyed to LESSEE; and

WHEREAS, LESSOR and LESSEE entered into the Second Amendment to the Ground Lease Agreement effective as of November 15, 2016 extending the date by which an agreement was to be completed to November 30, 2017; and

WHEREAS, the PARTIES have not yet undertaken to negotiate said agreement and do not expect to do so by November 30, 2017~~6~~; and

WHEREAS, the PARTIES are satisfied in all other respects with the performance of the terms of the Lease and mutually desire that the Lease remain in full force and effect;

NOW, THEREFORE, in consideration of the foregoing recitals, the agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LESSOR and LESSEE agree that the Lease be and is hereby amended as follows:

1. SECTION 19 (1) of the Lease which reads as follows:

"SECTION 19

AGREEMENT TO NEGOTIATE CONVEYANCE OF THE PREMISES, FACILITIES AND ITEMS AND LESSEE'S RIGHT OF FIRST REFUSAL TO PURCHASE DEMISED PREMISES

SECOND-THIRD AMENDMENT TO GROUND LEASE AGREEMENT

1. The Parties agree to undertake, as quickly as is reasonable in the circumstances, to negotiate and, no later than November 30, 2017~~6~~, (the "Negotiation Deadline") enter into an agreement acceptable to the Parties by which ownership of the ITEMS, PREMISES, FACILITIES, and certain other assets of LESSOR shall be conveyed to LESSEE."

IS HEREBY DELETED AND THE FOLLOWING LANGUAGE IS SUBSTITUTED INSTEAD:

"SECTION 19

AGREEMENT TO NEGOTIATE CONVEYANCE OF THE PREMISES, FACILITIES AND ITEMS AND LESSEE'S RIGHT OF FIRST REFUSAL TO PURCHASE DEMISED PREMISES

1. The Parties agree to undertake, as quickly as is reasonable in the circumstances, to negotiate and, no later than November 30, 2017~~8~~, (the "Negotiation Deadline") enter into an agreement acceptable to the Parties by which ownership of the ITEMS, PREMISES, FACILITIES, and certain other assets of LESSOR shall be conveyed to LESSEE."

2. All other terms of the Lease remain unchanged.

LESSOR

LESSEE

SEAL

SEAL

DARDENNE COMMUNITY NOT FOR
PROFIT CORPORATION, d/b/a
theThe DARDENNE ATHLETIC ASSOCIATION

CITY OF DARDENNE PRAIRIE,
MISSOURI

By: _____
Bill Cohen, President

By: _____
David C. Zucker, Mayor

SECOND-THIRD AMENDMENT TO GROUND LEASE AGREEMENT

By: _____
Kim Schoenborn, Director

By: _____
Steve Schrage, Director

SECOND-THIRD AMENDMENT TO GROUND LEASE AGREEMENT

STATE OF MISSOURI)
) ss.
COUNTY OF ST. CHARLES)

On this _____ day of _____, 2016, before me personally appeared Bill Cohen, to me personally known, who, being by me duly sworn, did say that he is the President of the DARDENNE COMMUNITY NOT FOR PROFIT CORPORATION, a Missouri not-for-profit corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors; and said Bill Cohen acknowledged said instrument to be the free act and deed of said corporation.

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

Notary Public

My Commission Expires:

STATE OF MISSOURI)
) ss.
COUNTY OF ST. CHARLES)

On this _____ day of _____, 2016, before me personally appeared David C. Zucker, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the CITY OF DARDENNE PRAIRIE, MISSOURI, a municipal corporation and city of the fourth class of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of said City by authority of its Board of Aldermen; and said David C. Zucker acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

My Commission Expires:

SECOND-THIRD AMENDMENT TO GROUND LEASE AGREEMENT

STATE OF MISSOURI)
) ss.
COUNTY OF ST. CHARLES)

On this _____ day of _____, 2016, before me personally appeared Steve Schrage, to me personally known, who, being by me duly sworn, did say that he a Director of the DARDENNE COMMUNITY NOT FOR PROFIT CORPORATION, a Missouri not-for-profit corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors; and said Steve Schrage acknowledged said instrument to be the free act and deed of said corporation.

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

Notary Public

My Commission Expires:

STATE OF MISSOURI)
) ss.
COUNTY OF ST. CHARLES)

On this _____ day of _____, 2016, before me personally appeared Kim Schoenborn, to me personally known, who, being by me duly sworn, did say that she is a Director of the DARDENNE COMMUNITY NOT FOR PROFIT CORPORATION, a Missouri not-for-profit corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors; and said Kim Schoenborn acknowledged said instrument to be the free act and deed of said corporation.

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

Notary Public

My Commission Expires:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AMENDING CHAPTER 210 OF THE MUNICIPAL CODE OF THE CITY OF DARDENNE PRAIRIE BY ENACTING A NEW SECTION 210.287; AND REGULATING BOW HUNTING WITHIN THE CITY

WHEREAS, the Board of Aldermen finds and determines that unregulated hunting on land within the City is dangerous to residents of the City; and

WHEREAS, the Board of Aldermen finds and determines that the population of deer in the City has grown significantly; and

WHEREAS, the Board of Aldermen desires to regulate hunting and the discharge of firearms and projectile weapons within the City while allowing limited hunting on large parcels of residential properties in the City;

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

SECTION NO. 1. That Chapter 210 of the Municipal Code of the City of Dardenne Prairie be and is hereby amended by enacting a new Section 210.287, which shall read as follows:

SECTION 210.287. TARGET SHOOTING; BOW HUNTING OF DEER.

A. *Definitions.* For purposes of this Section, the following words shall have the meanings as set forth herein:

ALL-TERRAIN VEHICLE: Shall have the same meaning as set forth in Section 300.010 of this Code.

BOW: A device drawn and held by hand and not fastened to a stock nor to any other mechanism that maintains the device in a drawn position. This definition includes long-bows, recurve bows and compound bows.

VEHICLE: Shall have the same meaning as set forth in Section 300.010 of this Code.

WILDLIFE CODE: Division 10 of Title 3 of the Missouri Code of State Regulations, as amended.

B. *Certain Actions Permitted.* Notwithstanding the provisions of Section 210.285, subject to compliance with the provisions of this Section, a property owner or his/her invitees may bow hunt deer or engage in target shooting with a bow on the property owned by such person or

entity, so long as the property consists of at least one and one-half (1.5) contiguous acres and is primarily used for residential or agricultural purposes.

C. *Specific Action Prohibited/Required.*

1. It shall be unlawful for any person to bow hunt in the City pursuant to this Section unless such person is carrying a valid Missouri hunting permit and any necessary tags on their person at all times. It shall be unlawful for any person to fail to comply with the State of Missouri Wildlife Code, Federal hunting regulations, and City ordinances.
2. It shall be unlawful for any person to discharge any bow from or across any publicly owned property, street, sidewalk, road, highway or playground.
3. It shall be unlawful to discharge an arrow at such an angle or distance as to land on property owned or controlled by the City, the United States, or of this State or any agency or political subdivision thereof, or any on any private property of another without such private property owner's express consent.
4. No person shall discharge a bow from a moving motor vehicle or all-terrain vehicle.
5. It shall be unlawful to possess, consume or be under the influence of alcohol or any other controlled substance while discharging a bow within the City.
6. Any person who kills or injures any deer while hunting shall make a reasonable search to retrieve the deer and take it into his or her possession. It is the hunter's responsibility to immediately notify any property owner, other than the owner of the property on which the hunt occurred, of the fact that an injured or dead deer is located on his or her property and to obtain the permission of the property owner to enter onto the property and retrieve the deer. If the hunter is unable to obtain the permission of the property owner to retrieve an injured or dead deer, the hunter shall immediately notify the Missouri Department of Conservation.
7. It shall be unlawful for any person who kills any deer while hunting to field dress a deer in a public or conspicuous location.

SECTION NO. 2. Effective Date. This Ordinance shall be in full force and take effect from and after the date of its final passage and approval.

SECTION NO. 3. Savings. Except as expressly set forth herein, nothing contained in this Ordinance shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof.

SECTION NO. 4. 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 valid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

Read two times, passed, and approved this _____ day of _____, 2017.

As Presiding Officer and as Mayor

Attest:

City Clerk

Approved this _____ day of _____, 2017.

Mayor

Attest:

City Clerk

BILL NO. 17-65

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE,
MISSOURI, AUTHORIZING THE MAYOR TO
NEGOTIATE AND EXECUTE A CONTRACT WITH THE
APPARENT LOW BIDDER FOR THE STREET
MAINTENANCE AND PEDESTRIAN ACCESS
IMPROVEMENTS PROJECT No. 971301**

WHEREAS, the City has invited interested parties to submit sealed bids for the Street Maintenance and Pedestrian Access Improvements Project No. 971301:

WHEREAS, the City received sealed bids that were opened publicly on November 9, 2017;

WHEREAS, timely award of the contract may permit completion of the construction work before inclement winter weather;

WHEREAS, the Board of Aldermen finds and determines that it is in the best interest of the citizens of Dardenne Prairie to accept the bid from the Apparent Low Bidder, as determined on November 9, 2017, for the Street Maintenance and Pedestrian Access Improvements Project No. 971301:

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

SECTION 1. That the bid provided by AMCON Municipal Concrete, LLC, the apparent low bidder, as presented to the Board of Aldermen in open session on November 15, 2017, a copy of which is attached hereto as **Exhibit A** and incorporated by reference herein, be and is hereby accepted by the Board of Alderman of the City of Dardenne Prairie, Missouri as the apparent lowest and best bid for the work required to complete the Street Maintenance and Pedestrian Access Improvements Project No. 971301:

SECTION 2. That the form, terms, and provisions of the bid attached hereto, marked as **Exhibit A**, and incorporated by reference herein, be and they hereby are approved and the Mayor is hereby authorized, empowered and directed to further accept, negotiate, execute, acknowledge, deliver and administer on behalf of the City an agreement in substantially the form attached hereto.

SECTION 3. That the Mayor be and is hereby authorized to make expenditures for the services and related equipment and materials listed on **Exhibit A**, a copy of which is attached hereto and incorporated by reference herein, in the amount provided on the attached.

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 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 6. 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.

Read two times, passed, and approved this _____ day of _____, 2017.

As Presiding Officer and as Mayor

Attest:

City Clerk

Approved this _____ day of _____, 2017.

Mayor

Attest:

City Clerk

"Exhibit A"

**CONTRACT AGREEMENT
PEDESTRIAN FACILITIES IMPROVEMENTS AND STREET MAINTENANCE
PROJECT 971301
IFB 971301**

This Agreement, made between _____,
hereinafter called the Contractor, and the City of Dardenne Prairie, Missouri, hereinafter called the City,
for consideration in the amount of _____
_____/100 (\$ _____), agree as follows:

ARTICLE 1. SCOPE OF THE WORK:

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

ARTICLE 2. TIME OF COMPLETION:

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

ARTICLE 3. PAY QUANTITIES AND UNIT PRICES:

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

ARTICLE 4. GUARANTEE:

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

ARTICLE 5. FINAL PAYMENT AND ACCEPTANCE:

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

ARTICLE 6. THE CONTRACT DOCUMENTS:

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

ARTICLE 7. RATES OF PAY:

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

ARTICLE 8. SAFETY PROGRAM TRAINING REQUIREMENT:

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

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

Examination of Records

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

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

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

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

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

CONTRACTOR:

CITY:

CITY OF DARDENNE PRAIRIE, MISSOURI

BY: _____

BY: _____

TITLE: _____

TITLE: _____

ATTEST: _____

ATTEST: _____

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

Kimberlie Clark, CITY TREASURER

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE,
MISSOURI, AUTHORIZING THE MAYOR TO
NEGOTIATE AND EXECUTE A CONTRACT WITH THE
HORNER & SHIFRIN, INC. FOR PROFESSIONAL
SERVICES**

WHEREAS, the City has conferred with staff of the City of O'Fallon and St. Charles County regarding the ongoing study of the I-64 Corridor between Winghaven Blvd. and Rte. 364, and the current scope of work of that study does not include consideration of certain potential traffic routes that could directly affect the City of Dardenne Prairie;

WHEREAS, the engineering firm of Horner & Shifrin, Inc. has been engaged by the City of O'Fallon, with funding provided in part by St. Charles County, to perform the I-64 Corridor Study;

WHEREAS, Horner & Shifrin, Inc. is willing to perform additional work to include study and analysis of potential access off and on I-64 and Rte. 364 affecting Dardenne Prairie;

WHEREAS, the City received a proposal for professional engineering services from Horner & Shifrin, Inc. in the amount of \$16,899 which is fair and reasonable in the circumstances;

WHEREAS, the City considered the specialized experience and technical competence of Horner & Shifrin and the economic advantage to the City of executing a change to Horner & Shifrin's current scope of work compared to engaging an engineering firm under a separate contract, and considering the capacity and capability of Horner & Shifrin, Inc. to perform the work; the firm's past performance or reputation; and the firm's proximity to and familiarity with the area to which the work pertains, pursuant to Municipal Code Section 130.180;

WHEREAS, the Board of Aldermen finds and determines that it is in the best interest of the citizens of Dardenne Prairie to obtain the services of Horner & Shifrin, Inc.

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

SECTION 1. That the Mayor is hereby authorized, empowered and directed to accept, negotiate, execute, acknowledge, deliver and administer on behalf of the City a contract for professional services between the City of Dardenne Prairie and Horner & Shifrin, Inc. in substantially the form which is attached hereto as **Exhibit A** and incorporated by reference herein.

SECTION 2. That the Mayor be and is hereby authorized to make expenditures for the services and related expenses, if any, on Exhibit A, a copy of which is attached hereto and incorporated by reference herein, in the amount provided on the attached.

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

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

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

Read two times, passed, and approved this _____ day of _____, 2017.

As Presiding Officer and as Mayor

Attest:

City Clerk

Approved this _____ day of _____, 2017.

Mayor

Attest:

City Clerk

"Exhibit A"

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement, by and between the City of Dardenne Prairie, a Missouri Municipal Corporation (OWNER), and _____, (ENGINEER).

ARTICLE 1 ENGINEER'S SERVICES

ENGINEER shall provide to OWNER professional services for _____, hereinafter referred to as "PROJECT". These services are identified and described in the Scope of Work (EXHIBIT A) attached to and made a part of this Agreement.

ARTICLE 2 OWNER'S RESPONSIBILITIES

A. OWNER's Representative

1. OWNER shall designate in writing a person to act as OWNER's Representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and make decisions with respect to ENGINEER's services for the PROJECT. OWNER may change its representative by submitting to the ENGINEER in writing.

B. Information

1. OWNER shall provide ENGINEER with general goals, objectives, and requirements for the PROJECT, including design objectives and constraints, space, capacity and performance requirements, flexibility, expandability, any budgetary limitations; and identify general design and construction standards which OWNER will require to be included in the Drawings and Specifications; and furnish copies of OWNER's standard forms, conditions, and related documents for ENGINEER to include in the Contract Documents, when applicable.
2. OWNER shall give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of Hazardous Environmental Condition. OWNER shall give written notice to ENGINEER of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor provided the OWNER becomes aware of the development, defect or nonconformance in services and recognizes that there are potential effects on the project.
3. If OWNER provides a budget for the PROJECT, it shall include contingencies for bidding, changes in the work during construction and other costs which are the responsibility of OWNER. OWNER shall, at the request of ENGINEER, provide a statement of funds available for the PROJECT and their source.

4. OWNER shall furnish to ENGINEER as required for performance of ENGINEER's services (except to the extent provided otherwise in the Scope of Work), data prepared by or services of others, including; soil borings, probing and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretation of all the foregoing; environmental assessment and impact statements; and other special data or consultation that is readily available to the OWNER; all of which ENGINEER may use and rely upon in performing its services. The data provided is informational and ENGINEER shall verify data and use at its own risk.
5. OWNER shall provide such accounting, independent cost estimating, and insurance counseling services as may be required for the PROJECT, such legal services as OWNER may require or ENGINEER may reasonably request with
6. regard to legal issues pertaining to the PROJECT including any that may be raised by contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any contractor has used the moneys paid under the construction contract, and such inspection services as OWNER may require (except to the extent provided otherwise in the Scope of Work) to ascertain that contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
7. OWNER shall advise ENGINEER of the identity and the scope of services of any independent consultants employed by OWNER to perform or furnish services regarding the PROJECT, including but not limited to, cost estimating, PROJECT peer review, value engineering, and constructability review.
8. OWNER shall furnish to ENGINEER data as to OWNER's anticipated cost for services to be provided by others for OWNER so that ENGINEER may make necessary calculations to develop and periodically adjust ENGINEER's opinion of Probable Cost.
9. If OWNER designates a Construction Manager or an individual or entity other than, or in addition to, ENGINEER to represent OWNER at the site, define and set forth as an attachment to this Exhibit D the duties, responsibilities, and limitations of authority of such other party as well as the relation thereof to the duties, responsibilities and authority of the ENGINEER.
10. OWNER must establish and be present for the pre-bid conference, bid opening, pre-construction conferences, construction progress meetings, and other job-related meetings, and substantial completion and final payment inspections.

C. Access and Approvals

1. OWNER shall arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform its services under this Agreement. OWNER may have only limited access to private property. ENGINEER will be required to secure access to the private property if so desired.
2. OWNER shall assist the ENGINEER in the completion of all applicable forms and permits required by governmental authorities having jurisdiction over the PROJECT. OWNER shall provide all fees associated with the applications for forms and permits. OWNER will approve and execute all forms and permits prior to forwarding to governmental authorities.

D. Coordination

1. If OWNER designates a person to represent OWNER at the site other than ENGINEER, the duties, responsibilities and limitations of authority of such other person and the effect thereof on the duties and responsibilities of ENGINEER will be set forth in an "Exhibit D" that is to be identified, attached to and made a part of this Agreement before such services begin.
2. If more than one prime contract is to be awarded for construction, materials, equipment and services for the entire PROJECT, OWNER shall designate prior to the start of construction a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.

E. Notice

1. OWNER shall give reasonable written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect or nonconformance in the work of ENGINEER or any Contractor.
2. The ENGINEER is responsible for any of its work that violates sound engineering practices and policies, and/or the intent of the scope of the PROJECT.

**ARTICLE 3
COMPENSATION AND PAYMENT**

A. METHODS OF PAYMENT FOR SERVICES AND REIMBURSABLE EXPENSES

1. OWNER will compensate ENGINEER for the performance of the services described in the Scope of Work (EXHIBIT A), part 1 in accordance with the Terms and Conditions of the attached EXHIBIT B.
2. OWNER shall compensate ENGINEER for the Additional Services performed or furnished under EXHIBIT A, Part 2, as set forth in EXHIBIT B.
3. OWNER shall compensate ENGINEER for reimbursable expenses over and above the services provided for in paragraphs 3.A.1 and 3.A.2 incurred by ENGINEER and ENGINEER's consultants as set forth in EXHIBIT C.

B. OTHER PROVISIONS CONCERNING PAYMENTS

1. Preparation of Invoices – Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER unless otherwise agreed. The amount billed each invoice will be calculated and set forth in Exhibit B.
2. Payment of Invoices – Invoices are due and payable within 30 days of receipt. If OWNER fails to make payment due ENGINEER for services and expenses within 90 days after receipt of ENGINEER's invoice therefore, the amounts due the ENGINEER will be increase at a rate of 1.0% per month (or maximum rate allowable by law, if less) from said ninetieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend the services under this agreement until ENGINEER has been paid in full amounts due for services, expenses and other related charges. Payments will be credited first to interest and then to principal.

3. Disputed Invoices – In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. All Dispute resolution shall be handled in the process specified in Article 11 Paragraph F.

4. PAYEMENTS DUE UPON TERMINATION

- a. In the event of any termination under Paragraph 10.A & 10. B; ENGINEER will be entitled to invoice the OWNER and will be paid in accordance with Exhibit B for all services performed and furnished and all reimbursable expenses incurred through the effective date of termination.
 - b. In the event of termination by OWNER for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in paragraph 3.B.4.i, shall be entitled to invoice OWNER and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, costs of terminating contracts with ENGINEER's sub consultants, and other related closeout costs, using methods and rates as set forth in EXHIBIT C.
5. Records of ENGINEER's Costs – Records of ENGINEER's costs pertinent to ENGINEER's compensation under this agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon OWNER's timely requests, copies of such records will be made available to OWNER at no cost.

ARTICLE 4 TIME FOR PERFORMANCE

A. COMMENCEMENT/COMPLETION

ENGINEER shall commence the performance of the services for the PROJECT upon the date of this Agreement and complete the work in accordance with such schedule attached as a part of Exhibit A as may be mutually agreed to by the parties.

B. SUSPENSION

If OWNER fails to give prompt written authorization to proceed with any phase of the services after completion of the immediately preceding phase, or if the ENGINEER's services are delayed at no fault of ENGINEER, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this agreement.

C. LIQUIDATED DAMAGES

Timely completion is an essential element of this contract. Final Plans shall be completed by the dates outlined in the schedule as set forth in Exhibit A Part 3. One hundred dollars per calendar day (\$100 / calendar day) will be deducted from any money due to ENGINEER for work not completed by the dates. The amount specified above is not a penalty but liquidated damages for loss to the City and the public.

**ARTICLE 5
CHANGES IN THE WORK**

- A. CHANGES - OWNER reserves the right, without impairing this Agreement, to order changes or alterations in the work to be performed hereunder by ENGINEER. If changes or alterations ordered affect the cost or progress of the work, adjustment shall be made in the time for performance of the work and compensation owing to ENGINEER, as the case may be. These said changes must be agreed upon by both parties prior to the work beginning, and a scope of work change must be executed.
- B. CONCEALED CONDITIONS - Should concealed or unknown conditions be encountered in the performance of the work which present the risk of discharge, dispersal, release or escape of asbestos, any hazardous substance or any hazardous waste, ENGINEER shall promptly suspend its performance of the Work for the protection of the parties and their employees and notify OWNER of the conditions encountered. OWNER and ENGINEER shall promptly investigate the conditions and, if warranted, equitable and necessary adjustments shall be made in the terms and conditions of this Agreement. It is agreed, however, that ENGINEER shall have no duty to determine the existence of any hazardous substance or hazardous waste at the site of the work or to provide response action services even with equitable adjustments. The WORK shall be suspended until such time as the services of a qualified professional is acquired to assess the condition and make a recommendation for mitigation and or response. The ENGINEER will be compensated for the impact that the concealed condition has on its services rendered.

**ARTICLE 6
STANDARD OF CARE**

- A. ENGINEER represents that its services shall be performed with the skill and care which would be exercised by comparable qualified design professionals performing similar services at the time and place such services are performed. If the failure to meet these standards results in deficiencies in its services, ENGINEER shall furnish at its own cost and expense, the additional services, labor, materials and equipment necessary to correct such deficiencies. The City reserves the right to seek other remedies.
- B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein. ENGINEER shall correct deficiencies without additional compensation regardless of the state of the project in which the error or omission is discovered.
- C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the PROJECT to which this agreement applies. ENGINEER shall serve as OWNER's prime professional for the PROJECT. ENGINEER may employ such consultant as ENGINEER deems necessary to assist in the performance or the furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER. ENGINEER shall not employ any ENGINEER's sub consultants unacceptable to the OWNER.

- D. ENGINEER and OWNER shall comply with acceptable Laws and Regulations and OWNER mandated standards. This agreement is based on these requirements as of its effective date. Changes to these requirements after the effective date of this agreement may be the basis for modifications to OWNER's responsibilities or to the ENGINEER's scope of services, times of performance, or compensation.
- E. OWNER shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as to not delay the services of ENGINEER. ENGINEER shall expedite the design as specified in this document.
- F. Prior to the commencement of the Construction Phase, OWNER shall notify ENGINEER of any variation from the language indicated in the Exhibit E - "Notice of Acceptability of Work", or of any other notice or certification the ENGINEER will be requested to provide to OWNER or third parties in connection with the PROJECT. OWNER and ENGINEER shall reach an agreement on the terms of any such requested notice or certification, and OWNER shall authorize such additional services as are necessary to enable ENGINEER to provide the notices or certifications requested.
- G. ENGINEER shall not be required to sign any documents, no matter who requested, that would result in the ENGINEER having to certify, guarantee, or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon ENGINEER signing any such certification.
- H. During Construction Phase ENGINEER shall not supervise, direct or have control over Contractor's work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of the Contractor to comply with Laws and Regulations applicable to the Contractor's furnishing and performing the Work.
- I. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor, or supplier, or if any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees or ENGINEER'S sub consultant, acting under the direction of the ENGINEER) at the site or otherwise furnishing or performing any of the Contractor's work; or if any decision made on interpretations or clarifications of the Contract Documents given by the OWNER without consultation and advice of ENGINEER.
- K. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions.

ARTICLE 7 INDEMNITY

A. ENGINEER's Duty

ENGINEER shall indemnify, defend and hold harmless OWNER against all claims and suits by third parties for loss of or damage to property, or personal injury, including death, to persons, and from all judgments recovered therefore, and from all expenses for defending such claim or suit, including court costs and attorney's fees, arising out of claims of the negligent acts, errors, or omissions of ENGINEER in connection with ENGINEER's performance of this Agreement. In no event shall ENGINEER have any duty to indemnify OWNER hereunder against claims arising as a result of OWNER's sole negligence. ENGINEER's indemnity obligation does not include any third-party claims or suits arising out of errors or omissions in ENGINEER's services due to ENGINEER being required, directly or indirectly by OWNER to take certain actions contrary to the recommendations of ENGINEER or which have the effect of eliminating safety related features in order to design within funding limitations or both.

B. OWNER's Duty

OWNER agrees to release, waive all rights of subrogation against, defend, indemnify and hold ENGINEER harmless from all claims, liabilities, demands, costs, expenses (including attorney's fees) and causes of action arising out of errors or omissions in ENGINEER's services due to ENGINEER being required, directly or indirectly, by OWNER to take certain actions contrary to the written recommendations of ENGINEER that notify the OWNER that the OWNER's direction will negatively impact service or safety of the project and is contrary to sound engineering practice or which have the effect of eliminating safety related features in order to design within funding limitations or both.

ARTICLE 8 LIMITATION OF LIABILITY

OWNER agrees that in no event will ENGINEER be liable under this Agreement for any consequential, special, contingent or penal damages, including but not limited to loss of revenue, loss of profit, operating costs or business interruption losses, regardless of cause, including breach of contract, tort (including sole or concurrent negligence), strict liability or otherwise of ENGINEER, except to the extent of the compensation paid to ENGINEER.

ARTICLE 9 INSURANCE

ENGINEER shall, unless otherwise approved in writing by Owner, obtain and maintain throughout the duration of this Agreement (or as otherwise specified) insurance written through a company duly authorized to conduct business in the State of Missouri and with a A.M. Best Rating of A-IX or higher and of the types and in the amounts described below.

- A. Errors and Omissions Insurance (Professional Liability). Errors and omissions insurance with a limit of not less than \$2,000,000 per claim/ \$2,000,000 aggregate. Such insurance shall cover all services provided by ENGINEER hereunder. In the event the ENGINEER also provides construction management services, such services shall be included in the coverage. Owner may on a project-by-project basis request the ENGINEER to provide a "project policy" with a five-year "extended reporting period" endorsement. Such requirement shall be by written amendment to the Agreement. All coverage shall be retroactive to the earlier of the date of this Agreement or the commencement of the ENGINEER's services in relation to any Project authorized hereunder, covering personal injury, bodily injury and property damage.
- B. Commercial General Liability (CGL) Insurance. Commercial general liability ("CGL") in the amount of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate, \$2,000,000 Products/Completed Operations Aggregate, \$1,000,000 Personal Injury/Advertising Injury. The policy shall be endorsed so that the General Aggregate limit applies separately to each Project authorized hereunder.
 - 1. CGL insurance shall cover liability arising from premises, operations, independent contractor, products-completed operations and personal injury and advertising liability and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
 - 2. Owner shall be included as an Additional Insured under the CGL, using an ISO Additional Insured Endorsement or equivalent. This insurance shall apply as primary insurance with respect to any other insurance or self- insurance programs afforded to, or maintained by, Owner.
 - 3. A Waiver of Subrogation in favor of the Owner shall be provided as an endorsement to the policy.
- C. Business Auto Liability Insurance. Business auto liability and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). Owner shall be named as an additional insured and a waiver of subrogation in favor of the Owner shall be endorsed to the policy.
- D. Workers Compensation Insurance. Workers' compensation and employer's liability insurance.
 - 1. ENGINEER shall carry statutory Workers' Compensation Insurance as required by any applicable law or regulation. Employers Liability Insurance shall be in amounts no less than \$1,000,000 each accident for bodily injury, \$1,000,000 for bodily injury by disease and \$1,000,000 each employee for bodily injury by disease.
 - 2. A waiver of subrogation in favor of the Owner shall be endorsed to the policy.

- E. Excess Umbrella Insurance. Excess umbrella liability insurance with a limit of not less than \$1,000,000 per occurrence /\$1,000,000 aggregate, in excess of the above employer's liability, automobile liability and commercial general liability policies.
- F. By requiring the insurance as set out herein, Owner does not represent that coverage and limits will necessarily be adequate to protect ENGINEER, and such coverage and limits shall not be deemed as a limitation on ENGINEER's liability under the indemnities provided to Owner in this Agreement, or any other provision of the Contract Documents.
- G. Prior to commencing the work, ENGINEER shall furnish Owner with a certificate(s) of evidence of insurance (ACORD Form 25 or equivalent), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. Any endorsements confirming additional insured status, primary coverage and waivers of subrogation must accompany the insurance certificate(s).
1. All policies shall provide for thirty (30) days' written notice to Owner prior to the cancellation or material change of any insurance referred to therein. A copy of such endorsement must accompany the insurance certificate(s).
 2. Failure of Owner to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of ENGINEER's obligation to maintain such insurance.
- H. Owner shall have the right but not the obligation to prohibit ENGINEER from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.
- I. Failure to maintain the insurance required in this Section may result in termination of this Agreement at Owner's option. Owner may, but is not obligated to, obtain any insurance required hereunder and not maintained by the ENGINEER and charge the cost thereof to ENGINEER.
- J. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner when requested.
- K. ENGINEER shall provide certified copies of all insurance policies required above within ten (10) days of Owner's written request for said copies.
- L. ENGINEER shall include the above requirements for types of insurance requirements in all of its subcontracts. Limit amounts for subcontractors may be less than those set forth above, upon written agreement of Owner. ENGINEER shall be responsible for collecting certificates of insurance and monitoring insurance coverage of its subcontractors to verify that the required coverage is maintained as required. All Subcontractors providing professional services shall be required to provide professional liability insurance.

- M. Owner reserves the right to request ENGINEER to obtain additional insurance and limits on individual Projects authorized hereunder. ENGINEER shall endeavor to obtain such insurance as soon as possible after such request and advise Owner if the ENGINEER will be required to pay any additional premium. If so, the Owner shall pay such additional premium in excess of the premium for the above insurance. If ENGINEER cannot obtain such additional insurance, Owner may terminate this Agreement in full or in part upon notice to ENGINEER.

ARTICLE 10 TERMINATION

A. Termination by OWNER

1. In the event ENGINEER fails to comply with any provisions of this Agreement, or if the progress is unsatisfactory, OWNER may serve written notice hereof upon ENGINEER, and if ENGINEER neglects within a period of seven (7) days thereafter to commence its efforts to correct such failure, to the satisfaction of the OWNER, OWNER may terminate the Agreement upon written notice to ENGINEER. Upon such termination, ENGINEER shall cease its performance of this Agreement and shall deliver to OWNER all completed or partially completed satisfactory work and OWNER shall pay to ENGINEER the amount due for such satisfactory work.
2. OWNER also reserves the right to terminate this Agreement if it abandons or indefinitely postpones the PROJECT. Such termination shall be accomplished by written notice to that effect delivered to ENGINEER. Upon receipt of such notice, ENGINEER shall immediately cease work and deliver to OWNER all completed or partially completed work. Payment to ENGINEER shall be made for work performed up to receipt by ENGINEER of such termination notice, together with ENGINEER's costs for closing down its work, and ENGINEER shall have no claim for loss of anticipated profits or any additional compensation.

B. Termination by ENGINEER

In the event OWNER fails to comply with any provisions of this Agreement, or if it fails to timely pay compensation due to ENGINEER, ENGINEER may serve written notice thereof upon OWNER, and if OWNER fails within a period of seven (7) days thereafter to correct such failure, ENGINEER may terminate this Agreement upon written notice to OWNER. Upon such termination, ENGINEER shall cease its performance of this Agreement and when paid the amount due for such work, shall deliver to OWNER all completed or partially completed work for the PROJECT.

C. Termination by OWNER for Convenience

By OWNER effective upon the receipt of notice by ENGINEER.

The terminating party under paragraphs 10.A.1, 10.A.2, 10.B or 10.C may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

ARTICLE 11
GENERAL CONSIDERATIONS

A. Use of Documents

All documents including Drawings, Specifications, and CADD discs prepared or furnished by ENGINEER pursuant to this Agreement shall become the property of the OWNER upon completion or termination of the Agreement. All documents shall be made available for use by the OWNER without restriction or limitation on its use. If the OWNER incorporates any portion of the work into a project or reuses any portion thereof, without written consent from the ENGINEER, then the owner does so at OWNER's sole risk and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

B. Opinions of Cost

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER's opinions of probable Total PROJECT Costs and Construction Costs provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Total PROJECT or Construction Costs will not vary from opinions of probable cost prepared by ENGINEER. If, prior to the bidding or negotiating phase of the PROJECT, OWNER wishes greater assurance as to Total PROJECT or Construction Costs, OWNER will employ an independent cost estimator as provided in ARTICLE 2.

C. Purchase Order Terms

If OWNER issues a purchase order for the services provided by this Agreement according to OWNER's purchasing procedures, the terms and conditions printed on such purchase order and its supplements or amendments are superseded by this Agreement, and are not applicable to the work.

D. Controlling Law

This Agreement is to be governed by the Laws of the State of Missouri.

E. Successors and Assigns

1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representative of OWNER and ENGINEER are hereby bound to the other party of this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

2. Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder.
3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.
4. In the event the Agreement is terminated by the Engineer or the Owner, the Engineer will provide, at the owner's request, all plans, tracing, maps, specifications, calculations, survey data, models, topo, design files, computer files, electronic data and files, notes, and all other documents related to the project. The status of these documents should reflect that with which the Engineer has requested payment for or has been paid for.

F. Dispute Resolution

1. Notice: Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to OWNER promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the OWNER within 60 days after the start of such event (unless OWNER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter).
2. OWNER's Decision: OWNER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. OWNER's written decision on such Claim, dispute, or other matter will be final and binding upon ENGINEER unless:
 - A. an appeal from OWNER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 11.G; or
 - B. if no such dispute resolution procedures have been set forth in Article 11.G, a written notice of intention to appeal from OWNER's written decision is delivered by ENGINEER to OWNER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.
3. If OWNER does not render a formal decision in writing within the time stated in Article 11.F.2, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

4. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this Article 11.F.

G. Mediation

1. All disputes between ENGINEER and OWNER shall be subject to non-binding mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute. Mediation shall commence within sixty days of receipt of notice. The mediator shall be appointed by agreement of the parties. Failing such agreement, the mediator shall be appointed by reference to a Circuit Judge serving in the County of Saint Charles, Missouri. No action or suit between the parties may commence unless:
 - a. The parties fail to hold a mediation within ninety (90) days after service of the written notice as required above;
 - b. A mediation occurred but did not resolve the dispute; or
 - c. A statute of limitation would elapse if suit was not filed.

H. Alien Registration, Compliance and Enforcement

1. Definitions - as used in this section, the following terms shall have the following meanings:
 - A. "Business entity", any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo;
 - B. "Contractor", a person, employer, or business entity that enters into an agreement to perform any service or work or to provide a certain product in exchange for valuable consideration. This definition shall include but not be limited to a general contractor, subcontractor, independent contractor, contract employee, project manager, or a recruiting or staffing entity;
 - C. "Employee", any person performing work or service of any kind or character for hire within the state of Missouri;
 - D. "Employer", any person or entity employing any person for hire within the state of Missouri, including a public employer. Where there are two or more putative employers, any person or entity taking a business tax deduction for the employee in question shall be considered an employer of that person for purposes of this section;
 - E. "Employment", the act of employing or state of being employed, engaged, or hired to perform work or service of any kind or character within the state of Missouri;
 - F. "Federal work authorization program", any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L.99-603;

- G. "Knowingly", a person acts knowingly or with knowledge,
- H. With respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
- I. With respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result;
- J. "Municipality", the City of Dardenne Prairie, Missouri.
- K. "Public employer", every department, agency, or instrumentality of the state of Missouri or any political subdivision of the state of Missouri;
- L. "Unauthorized alien", an alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3);
- M. "Work", any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected or due, including but not limited to all activities conducted by business entities.

2. Illegal Acts

- A. No business entity or employer may knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the municipality.
- B. Accordingly, if the amount to be paid pursuant to this contract or grant exceeds five thousand dollars by the municipality the contracting or grant recipient business entity shall, as a condition of the award of contract or grant, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. No such business entity or employer shall violate subsection 2A of this section.
- C. The affidavit shall be approved as to form by the municipal attorney.
- D. An employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 2A of this section.

- E. A general contractor or subcontractor of any tier shall not be liable under subsection 2A of this section when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 2A of this section, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 2A of this section and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
- F. The determination of whether a worker is an unauthorized alien shall be made by the federal government. A determination of such status of an individual by the federal government shall create a rebuttable presumption as to that individual's status in any judicial proceedings brought under this section.
- G. Should the federal government discontinue or fail to authorize or implement any federal work authorization program, the municipality shall review this section for the purpose of determining whether this section is no longer applicable and should be repealed.

Accordingly, the parties have executed this Agreement in the prescribed form and manner, effective as of the day and year of the signature of the last party to execute the Agreement.

CITY OF DARDENNE PRAIRIE, MISSOURI, OWNER

BY: _____ DATE: _____
David C. Zucker, Mayor

ATTEST:

Kimberlie Clark, City Clerk

_____, ENGINEER

BY: _____ DATE: _____
Name, Title

ATTEST:

Name, Title

EXHIBIT A
SCOPE OF WORK

Part 2 – Additional Services

The OWNER reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this agreement. In this event, a supplement to this agreement shall be executed and submitted for the approval of the OWNER prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation or schedule will be specified in the supplement.

Part 3 – Schedule of Completion

EXHIBIT B
TERMS AND CONDITIONS

Payments to Engineer for Services and Reimbursable Expenses

EXHIBIT C
REIMBURSEABLE EXPENSES

NOT USED

EXHIBIT D
OWNERS REPRESENTATIVE GUIDELINES

NOT USED

**EXHIBIT E
ENGINEERS NOTICE OF ACCEPTABILITY OF WORK**

NOTICE OF ACCEPTABILITY OF WORK

PROJECT: _____

OWNER: _____

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION: _____

EFFECTIVE DATE OF THE CONSTRUCTION AGREEMENT: _____

CONSTRUCTION CONTRACT DATE: _____

ENGINEER: _____

To: _____
OWNER

And To: _____
CONTRACTOR

From: _____
ENGINEER

The Engineer hereby gives notice to the above Owner and Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, _____, and the terms and conditions set forth on the reverse side of this Notice.

By: _____

Title: _____

Dated: _____

(Reverse side of Notice)

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") on the front side of this sheet is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the date hereof.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner and under the Construction Contract referred to on the front side of this Notice, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement and Construction Contract.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract referred to on the front side of this Notice, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AMENDING PARAGRAPH 48 OF SUBSECTION A OF SECTION 500.055 OF THE MUNICIPAL CODE BY DELETING IT IN ITS ENTIRETY; ENACTING, IN LIEU THEREOF, A NEW PARAGRAPH 48 OF SUBSECTION A OF SECTION 500.055; PROVIDING REGULATIONS FOR THE CONSTRUCTION OF ONE – AND TWO-FAMILY DWELLINGS IN THE CITY; AND OTHER MATTERS RELATED THERETO

WHEREAS, pursuant to § 67.280.2, RSMo., the City “may adopt or repeal an ordinance which incorporates by reference the provisions of any code or portions of any code, or any amendment thereof, properly identified as to date and source, without setting forth the provisions of such code in full;” and

WHEREAS, consistent with § 67.280.2, RSMo., on March 2, 2011, and pursuant to Ordinance No. 1552, the City adopted the International Residential Code for One- and Two-Family Dwellings, 2009 Edition, as published by the International Code Council, as the Residential Building Code of the City; and

WHEREAS, the Board of Aldermen hereby finds and determines that it is to benefit of the general health and welfare of the residents of the City to provide additional regulations on the construction of One- and Two-Family Dwellings within the City.

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

SECTION 1. That paragraph 48 of Subsection A of Section 500.055 of the Municipal Code of the City of Dardenne Prairie, Missouri, be and is hereby deleted in its entirety and replaced, in lieu thereof, with a new paragraph 48 of Subsection A of Section 500.055, which shall read as follows:

48. R802.3 Framing details. Add the following at the end of this provision: “Roof eaves shall have a minimum overhang of 12 inches, but shall not exceed 30 inches. Notwithstanding the foregoing, the Building Official may, but is not required to, approve roof eaves with an overhang of no less than 8 inches upon a showing that such overhang will be sufficient to adequately protect the siding, doors, windows and foundation of the structure from the damaging effects of rain and the sun. This alternative design detail is intended by the City to be a little-used exception and should not be approved if it detracts from the overall aesthetics of a residential development.”

[REMAINDER OF PAGE LEFT BLANK]

SECTION 2. Effective Date: This Ordinance shall be in full force and take effect from and after its final passage and approval.

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

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

Read two times, passed, and approved this _____ day of _____, 2017.

As Presiding Officer and as Mayor

Attest:

City Clerk

Approved this _____ day of _____, 2017.

Mayor

Attest:

City Clerk

RESOLUTION NO. 297

**A RESOLUTION OF THE BOARD OF ALDERMAN OF THE
CITY OF DARDENNE PRAIRIE, MISSOURI REGARDING
APPOINTMENT TO THE BOARD OF ADJUSTMENT**

WHEREAS, Section 405.885 of the Dardenne Prairie Municipal Code provides that the Mayor, with approval of the Board of Aldermen may appoint 5 citizens to serve on the Board of Adjustment;

WHEREAS, Mr. Vince LoBosco, a resident of Dardenne Prairie, previously a member of the Planning & Zoning Commission, has agreed to serve the community as an alternate member of the Board of Adjustment;

WHEREAS, pursuant to Section 405.885, the Mayor of the City of Dardenne Prairie desires to appoint Vince LoBosco to be an alternate member of the Board of Adjustment with approval of the Board of Aldermen;

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

SECTION 1. That Board of Aldermen of the City of Dardenne Prairie, Missouri, hereby gives its approval to the appointment of Vince LoBosco to serve as an alternate member of the Board of Adjustment for a term of five years pursuant to Section 405.890 of the Municipal Code.

SECTION 2. That City Clerk shall administer the Oath of Office as a member of the Board of Adjustment of the City of Dardenne Prairie, MO to Vince LoBosco at the earliest practicable time.

SECTION 3. That the Board of Aldermen expresses the City's gratitude to the citizens who stepped forward to offer their time and energy in service to the community as members of the Board of Adjustment.

Approved this 15th day of November, 2017.

As Presiding Officer and as Mayor

Attest:

City Clerk

RESOLUTION NO. 298

**A RESOLUTION OF THE BOARD OF ALDERMAN OF THE
CITY OF DARDENNE PRAIRIE, MISSOURI REGARDING
APPOINTMENT TO THE BOARD OF ADJUSTMENT**

WHEREAS, Section 405.885 of the Dardenne Prairie Municipal Code provides that the Mayor, with approval of the Board of Aldermen may appoint 5 citizens to serve on the Board of Adjustment;

WHEREAS, Mr. Adrian Copus, a resident of Dardenne Prairie since 2004, has agreed to serve the community as an alternate member of the Board of Adjustment;

WHEREAS, pursuant to Section 405.885, the Mayor of the City of Dardenne Prairie desires to appoint Adrian Copus to be an alternate member of the Board of Adjustment with approval of the Board of Aldermen;

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

SECTION 1. That Board of Aldermen of the City of Dardenne Prairie, Missouri, hereby gives its approval to the appointment of Adrian Copus to serve as an alternate member of the Board of Adjustment for a term of five years pursuant to Section 405.890 of the Municipal Code.

SECTION 2. That City Clerk shall administer the Oath of Office as a member of the Board of Adjustment of the City of Dardenne Prairie, MO to Adrian Copus at the earliest practicable time.

SECTION 3. That the Board of Aldermen expresses the City's gratitude to the citizens who stepped forward to offer their time and energy in service to the community as members of the Board of Adjustment.

Approved this 15th day of November, 2017.

As Presiding Officer and as Mayor

Attest:

City Clerk