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

BOARD OF ALDERMEN
WORKSHOP AGENDA
AUGUST 1, 2018
6:00 p.m.

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

ITEMS FOR DISCUSSION AND CONSIDERATION

1. Proposed Appointment of Citizen Member of the Planning and Zoning Commission
2. ICD Color Run
3. Street Maintenance and Pedestrian Access Improvements Project No. 971301 - Change Order No. 3 (Kehoe)
4. Services for Dead Deer Removal from Public Rights-of-Way (Kehoe)
5. Short Term Goals (0 – 3 year projects)
6. Long Term Goals (3 – 10 year projects)
7. Review of Board of Aldermen Meeting Agenda (08-01-18)

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)
MEETING DATE: **August 1, 2018**
Regular (X) Special Session ( )
ATTACHMENT: YES (X) NO ( )
Contract ( ) Ordinance ( ) Other (**X**)

Request for Board Action
By: Mayor ZUCKER

- **Description: Proposed Appointment of Citizen Member of the Planning and Zoning Commission**

- **Recommendation: Staff – Approve ( ) Disapprove ( )**

- **Summary/Explanation: Section 400.010 of the City's Municipal Code provides that the Mayor may appoint between 5 and 15 citizens to serve on the P&Z Commission**
- **There are currently 8 citizens on P&Z**
- **Commissioner Rowley notified the Commission that he has scheduled a number of trips out of town and is likely to miss half the Commission's meetings in 2018 and 2019.**
- **Mr. Jerad Seurer has expressed a desire to serve the community as a commissioner of Planning & Zoning.**
- **Mr. Seurer is appearing at the August 1 Workshop to be examined by the BOA and his resume is attached.**
- **Pursuant to the provisions of Section 400.010 of the Municipal Code, the Mayor proposes to appoint Jerad Seurer to be a Citizen Member of the Planning and Zoning Commission and requests the approval of the appointment by passage of the attached Resolution.**

RBA requested by: Mayor Zucker

JERAD G. SEURER

636-544-0188 • Jerad.Seurer@gmail.com • LinkedIn Profile

Legal leader and commercial business partner accomplished at achieving complex business goals, making deals happen, and obtaining favorable litigation outcomes through strategic thinking, negotiation skills, and the ability to influence others.

Business Objectives	• $148.3 million in revenue in first nine (9) months resulting from generic *Concerta*™ legal strategy that provided 180 days' generic exclusivity in the market and no legal proceedings. • Achieved revenues of $147 and $304 million for first two (2) years of *Pennsaid*™ *2%* sales following execution of multi-faceted, follow-on product, legal strategy. • Lifecycle management strategy preventing early generic entry and enabling *Ofirmev*™ market exclusivity through CY20 at annual revenue of $284.3 million (and growing).

Deals	• Strategic divestiture of $80 million annual revenue *Optiray*™ drug franchise to Japanese company. • Joint-development and commercialization agreement with Canadian partner (projected sales >$250 million). • Led integration efforts associated with $9.3 billion in acquisitions (Cadence, Questcor, and Ikaria).

Legal Expertise	• Led successful IP litigation achieving favorable monetary settlement in the tens of millions of dollars and gaining market share. • Set up businesses throughout Eastern Hemisphere to enable successful launch of $2.4 billion, stand-alone, publicly-traded company.

Commercial Contracting | Intellectual Property | Regulatory | Orange Book
Compliance | Integration Director/Officer | Promotional Review
Pharmaceuticals | Medical Devices | Generics | Controlled Substances | Orphan Drugs
Europe | Asia | South America | North America | Australia

IN-HOUSE EXPERIENCE

Avadel Pharmaceuticals, Chesterfield, MO — *2017 to Present*
Vice President & Deputy General Counsel

- Identified and captured ~$2 million in lifetime savings associated with reconciling patent portfolio and aligning same to business goals.
- Established promotional, medical, and publication review processes for in-licensed *Noctiva* product.
- Developed regulatory/legal exclusivity strategy (including orphan drug designation) for *FT-218* product currently in development.

Mallinckrodt Pharmaceuticals, St. Louis, MO *2004 to 2017*
Vice President & Group General Counsel (2015 to 2017)
Vice President – Integration Management (2014 to 2015)
Associate General Counsel – IP (2012 to 2014)
Senior IP Counsel (2007 to 2012)
Attorney – Patents & Trademarks (2004 to 2007)

- $148.3 million in full-year revenue, versus internal peak annual revenue projection of $40 million, after devising and executing on legal strategy for generic *Concerta* whereby Mallinckrodt was first to market with 180 days generic exclusivity (even though Mallinckrodt was 4th to file) and avoided legal proceedings.
- Achieved *Pennsaid 2%* sales of $147 million in year 1 and $304 million in year 2 versus <$48 million for the original *Pennsaid* product after generating an IP/regulatory strategy producing patents directed to the new formulation and corresponding product labeling.
- Created lifecycle management strategy for *Ofirmev* that involved taking advantage of *ex parte* reexamination proceedings at the USPTO as well as developing a realistic settlement strategy, resulting in preservation of branded market exclusivity through 2020 at annual revenue of $284.3 million growing at a CAGR of 7-10%.
- Negotiated, memorialized, and coordinated execution of divestiture of *Optiray* drug franchise in Japan to Fuji Pharma which involved taking time to understand Japanese business practices and customs, developing relationships with key Fuji leadership, and expressing ideas/positions clearly and concisely to promote trust and understanding. Resulting deal met all internal financial and temporal targets.
- Negotiated and memorialized $250 million per year joint development and commercialization agreement with a Canadian business partner in less than three (3) months.
- Led successful IP litigation, never pursued before by then-current leadership, achieving a favorable (undisclosed) monetary settlement in the tens of millions of dollars, gaining market share, and the exodus of several executives from the competitor company.
- Led efforts of cross-cultural teams (each comprising ~30-50 people) in each of Japan, Australia/New Zealand, and throughout Asia/Pacific to disentangle and build out Mallinckrodt's imaging and pharmaceutical businesses. Successfully launched Mallinckrodt plc as a $2.4 billion, stand-alone, publicly-traded company on time and budget.
- Led integration efforts associated with $9.3 billion in acquisitions including leading cross-functional teams from both Mallinckrodt and the targets, achieving all financial, retention, development, and timing targets.
    - Cadence Pharmaceuticals, Inc. – identified and unlocked value other parties did not see.
    - Questcor Pharmaceuticals, Inc. – added scale, scientific support, and trade secret protocols to a company having a very different culture and a product with a unique regulatory history and distribution pathway.
    - Ikaria, Inc. – expanded offerings/capabilities of existing Hospital business by adding a new and complex business/service model into a company using significantly different, traditional drug product business models.
- Effectively developed and maintained productive business relationships across the E-suite promoting transparency and open dialogue.
- Delivered presentations to the Executive Committee breaking complicated technical/legal concepts down into easily understandable language.
- Supported Strategy & Portfolio Management team with diligence and valuation/risk assessments for identification and exploration of potential business opportunities.

- Drafted and reviewed numerous legal documents in the ordinary course of business (e.g., CDAs, master service agreements with related SOWs, service/consulting agreements, clinical research agreements, software licenses, data subscriptions, pricing letters, manufacturing and supply agreements).
- Directed and managed activities of in-house legal personnel as well as outside counsel (foreign and domestic) in all facets legal projects and initiatives; all with an eye on achieving budget commitments made to Finance colleagues.
- Regularly provided guidance regarding US and foreign competition and anti-trust laws.
- Managed a host of activities associated with compliance of complex federal agency (e.g., FDA, DEA, FTC) regulations.
- Collaborated with Finance, Compliance, and Commercial teams to provide guidance regarding AWP, WAC, gross-to-net, and government reporting obligations.
- Partnered with Supply Chain and Trade Compliance to ensure legal aspects of Country of Origin/Customs, federal and state regulatory/licensure and federal government contracting compliance were met.
- Officer/director of several affiliate legal entities of Mallinckrodt's Irish parent company.

LAW FIRM EXPERIENCE

Wyatt, Tarrant & Combs, LLP, Memphis, Tennessee 2003 to 2004
Intellectual Property Attorney

Marsh Fischmann & Breyfogle LLP, Denver/Boulder, Colorado *2001 to 2003*
Intellectual Property Attorney

Wilhelm Law Service, SC, Appleton, Wisconsin *1999 to 2001*
Patent Agent/Intellectual Property Attorney

- Local counsel in blockbuster medical device patent suit (*Michelson v. Medtronic*), which settled in 2005 for $1.35B.
- Drafted and prosecuted numerous patent applications relating to various technical areas including pharmaceuticals, biotechnology, medical devices, consumer products, electrochemistry, materials, signal processing, and software.
- Prepared many written opinions regarding patentability, validity, infringement, and freedom-to-operate.
- Negotiated and drafted technology licensing and transfer agreements for universities and venture capital groups as well as both small and large corporate clients.

EDUCATION

J.D. (Law) | M.A. (Biology) | B.S. (Biology)
University of South Dakota

EXHIBIT A

RBA FORM (OFFICE USE ONLY)
MEETING DATE: 8/01/18
Regular (x) Work Session (x)
ATTACHMENT: YES (x) NO ( )
Contract ( ) Ordinance ( ) Other (x)

Request for Board Action
By: Staff

Wards 1&2_

- **Description: 3rd Annual ICD Color Run**

- **Recommendation: Staff – Approve ( ) Disapprove ( )**

- **Summary/Explanation:**

Same plan as last 2 years. ICD would like to host their Back to School Color Run on Saturday, August 25, 2018 at 8:30 am until approximately 10:30 am.

Grades K-8 will participate in a 1.3 mile run/walk.

Parade Route: Exit White Birch Lane, North on Hanley Road to Pheasant Meadow Drive, turn around on/at Pheasant Meadow Drive, South on Hanley Road, West on Feise (left) up to Technology, East on Feise Road, South on Hanley, West (right) on White Birch Lane into ICD parking lot.

There will be four color stations along the route spraying FDA approved, food grade corn starch infused with bright colors onto the runners. It is biodegradable and will wash away with water. Adults will wash the streets with buckets of water after race is completed.

There is only a slight impact at Feise and Hanley's intersection which should last no longer than 15 minutes.

They have received permission from the Wentzville Fire District, as well as St. Charles County Police.

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

RBA requested by: Terri Voss_____ Date: 7-25-18

Google Maps

Google Maps

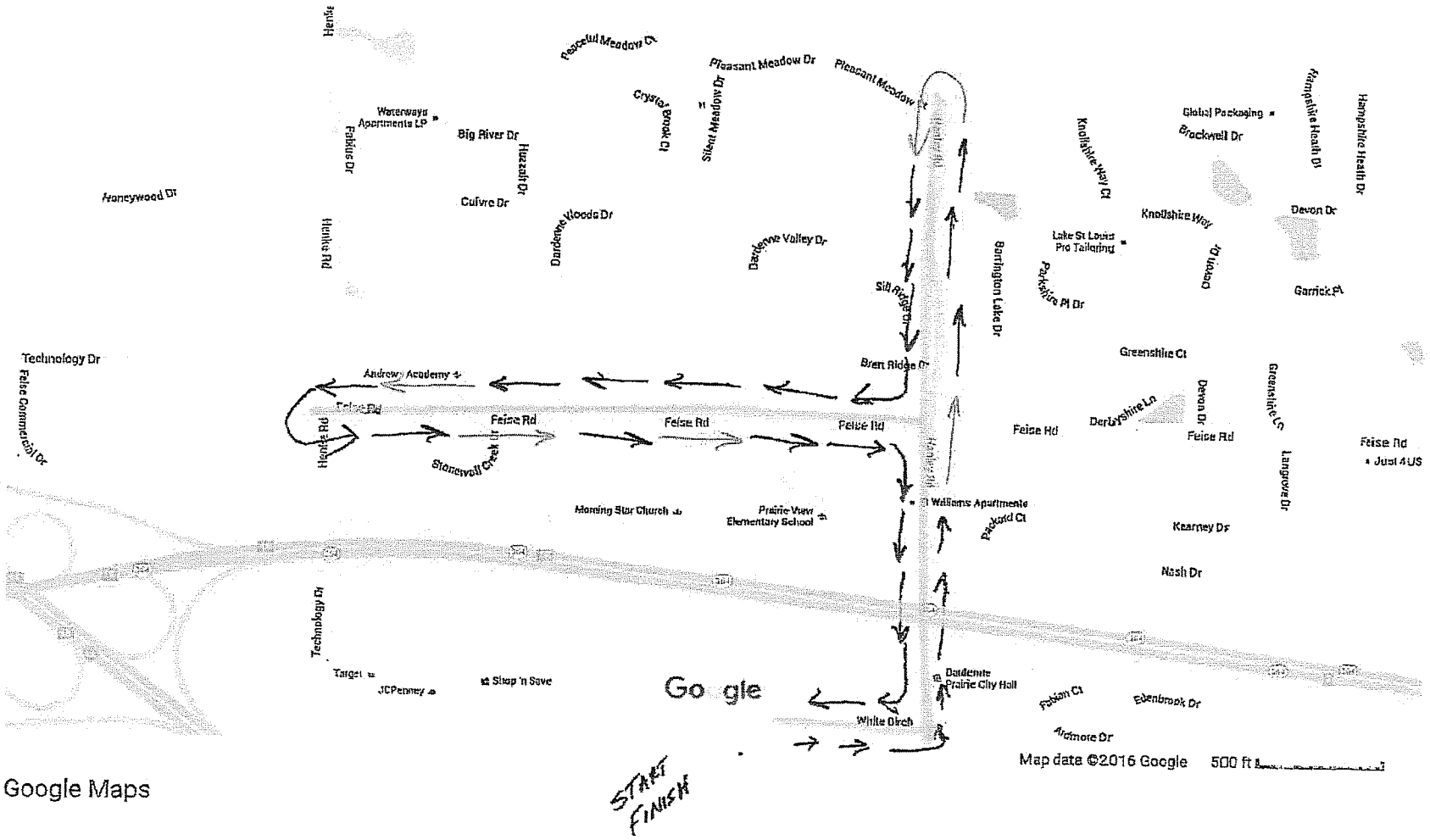
ICD Color Run Route
for Approval

Map data ©2015 Google 1000 ft

Start at ICD Soccer Fields/Parking Lot
East on White Birch
North (left) on Hanley
all the way to Pheasant Meadow Drive
turn around on/at Pheasant Meadow Dr
South on Hanley
West on Feise (left) up to Technology
turn around on Technology
East on Feise
South (Right) on Hanley
West (Right) on White Birch

Google Maps dardenne church

August 6th 2016 ICD Color Run



Google Maps

Wentzville Fire Protection District

209 West Pearce Boulevard, Wentzville, Missouri 63385
636.327.6239 fax 636.639.1364
www.wentzvillefire.org

APPLICATION FOR OCCUPANCY PERMIT

Please TYPE or PRINT

Date: 7/18/18

Address: 2089 Hanley Rd City Dardenne Prairie Zip: 63368

Business Name: Immaculate Conception School HSO

Business Telephone Number: 314, 616 1087 Business E-mail: hso@icdschool.org

Business Use: ICD Color Run to be held 8/25/18

EMERGENCY CONTACT INFORMATION

Primary Contact Name: Meghan Meyer

Cell: 314, 616 1087 E-mail: meghankmeyer79@gmail.com

Secondary Contact Name: Sarah Bezdek

Cell: (314) 757 7315 E-mail: sarahbezdek@yahoo.com

BUILDING OWNER INFORMATION

Owner Name: Dan Mullenschlader - Principal

Address: 2089 Hanley Rd City: DP State/Zip: MO 63368

Telephone Number: (636) 541. 4450 E-mail: dan.mullenschlader@icdschool.org

I do hereby make this application for an Occupancy Permit and agree to comply with all codes, ordinances and requirements of the Wentzville Fire Protection District. I understand that this Occupancy Permit may be revoked at any time for failure to comply with these requirements.

Meghan Meyer Meghan Meyer

Applicant Name (print) Applicant Name (signature)

FOR OFFICE USE ONLY

Fee paid (amount): N/A Date: _____ Permit Number: _____

Approval Date: 7-19-18 Approved By: Chris Cuddihee (fire marshal)

Revised Jan 2014

From: "Luetkenhaus, Rick" <RLuetkenha@sccmo.org>
Date: July 10, 2018 at 9:58:27 AM CDT
To: "meghankmeyer79@gmail.com" <meghankmeyer79@gmail.com>
Subject: ICD Run

Ms. Meyer: We will do our best to have at least two patrol cars on scene to assist with traffic.

Total Control Panel

Login

To: terriv@dardenneprairie.org

Remove this sender from my allow list

From: meghankmeyer79@gmail.com

You received this message because the sender is on your allow list.

RBA FORM (OFFICE USE ONLY)
MEETING DATE: 08/01/2018
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
Change Order No. 3 – Add. Expansion Joints & Ramp Mat Quantities

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

- **Summary/Explanation:**

Additional saw cutting amount is as measured in the field including several relocated and additional expansion joints in Aberdeen and McCluer Village subdivisions.

Detectable warning pads measurements shown are as-built in the field.

Additional expansion joint amount is as measured in the field including several relocated and additional expansion joints in Aberdeen and McCluer Village subdivisions.

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

1. Contract Amount	$96,901.60
2. Overrun(Underrun) this Change Order	$3,352.75 *
3. Overrun(Underrun) previous Change Orders	$32,352.05
4. Total Overrun(Underrun) to Date	$35,704.80 *
5. Total Contract Amount	$132,606.40 *

The City's current budget for this work is $140,000.

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

*** for consideration by the Board of Aldermen**

RBA requested by: L. R. Kehoe Date: 07/26/2018

CHANGE ORDER

SHEET NO. 1 OF 1

To: City of Dardenne Prairie, Missouri
2032 Hanley Road
Dardenne Prairie, MO 63368

Engineer: Kehoe Engineering Company, Inc.
2920 Sandtrap Drive
Dardenne Prairie, Missouri 63368

Contractor: Amcon Municipal Concrete, LLC
850 Lone Star Drive
O'Fallon, Missouri 63366

Change Order No. 3
Street Maintenance and Pedestrian Access Improvements Project
Dardenne Prairie, Missouri

City Project No. 971301

1. Description and Reason for Change:

Additional saw cutting amount is as measured in the field including several relocated and additional expansion joints in Aberdeen and McCluer Village subdivisions.
Detectable warning pads measurements shown are as-built in the field.
Additional expansion joint amount is as measured in the field including several relocated and additional expansion joints in Aberdeen and McCluer Village subdivisions.

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	4	Saw Cutting of Streets, Curbs and Sidewalks	LF	3598.3	3738.3	140	3.40	476.00	
2	9	Detectable warning pad (truncated dome)	SF	248.0	288.2	40	15.00	603.00	
3	10	Install Ceramar Expansion Joint Material 2" thick x 6" to 8" deep	LF	1162	1429.5	268	8.50	2,273.75	
							TOTALS:	3,352.75	0.00

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: 15 work days.

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

1. Contract Amount	$	96,901.60
2. Overrun(Underrun) this Change Order	$	3,352.75
3. Overrun(Underrun) previous Change Orders	$	32,352.05
4. Total Overrun(Underrun) to Date	$	35,704.80
5. Total Contract Amount	$	132,606.40

SUBMITTED — Jake R Kehoe — RESIDENT ENGINEER — 7/25/2018 — DATE

APPROVED — MAYOR — DATE

Amcon Municipal Concrete, LLC
CONTRACTOR
SIGNATURE — 7-16-18 — DATE

KEC

KEHOE ENGINEERING COMPANY, INC.

	Application and Certification for Payment	CONTRACTOR - Amcon Municpal Concrete, LLC				Certificate for Payment No. 2 July 13, 2018															
	Pedestrian and Drainage Facilities Improvments	RESIDENT ENGR. - Kehoe Engineering Co., Inc.																			
	Dardenne Prairie Project No. 970810																				
				Amcon		Prior Quantity Completed		Prior Dollars Completed		Current Quantity Completed		Current Dollars Completed		Total Quantity Completed		Total Contract $ Completed		Total Contract % Completed		Balance to Finish	
#	Bid Item	Unit	Quantity	Unit Price	Contract Amt.	CONTRACTOR -	RESIDENT ENGI	CONTRACTOR -	RESIDENT ENGI	CONTRACTOR -	RESIDENT ENGI	CONTRACTOR -	RESIDENT ENGI	CONTRACTOR -	RESIDENT ENGI	CONTRACTOR -	RESIDENT ENGI	CONTRACTOR -	RESIDENT ENGI	CONTRACTOR -	RESIDENT ENGI
1	Mobilization				-	1.0	1.0	-	-	0.0	0.0	-	-	1.00	1.00	-	-	-	-	-	-
2	Temporary Traffic Control and Maintenance				-	1.0	1.0	-	-	0.0	0.0	-	-	1.00	1.00	-	-	-	-	-	-
3	Contractor Furnished Survey/Layout				-	1.0	1.0	-	-	0.0	0.0	-	-	1.00	1.00	-	-	-	-	-	-
4	Saw Cutting of Streets, Curbs and Sidewalks	LF	2709.0	$ 3.40	$ 9,210.60	2709.3	2709.3	$ 9,211.62	$ 9,211.62	0.0	0.0	$ -	$ -	2,709.30	2,709.30	$ 9,211.62	$ 9,211.62	100%	100%	$ (1.02)	$ (1.02)
5	Siltation and Erosion Control	LS	1.0	$ 1,000.00	$ 1,000.00	1.0	1.0	$ 1,000.00	$ 1,000.00	0.0	0.0	$ -	$ -	1.00	1.00	$ 1,000.00	$ 1,000.00	100%	100%	$ -	$ -
6	Relocate Existing Irrigation	LS	1.0	$ 3,000.00	$ 3,000.00	1.0	1.0	$ 3,000.00	$ 3,000.00	0.0	0.0	$ -	$ -	1.00	1.00	$ 3,000.00	$ 3,000.00	100%	100%	$ -	$ -
7	Adjust or Remove Existing Improvements Including Curbs	LS	1.0	$ 1,500.00	$ 1,500.00	0.0	0.0	$ -	$ -	1.0	1.0	$ 1,500.00	$ 1,500.00	1.00	1.00	$ 1,500.00	$ 1,500.00	100%	100%	$ -	$ -
8	Concrete Sidewalk Removal and Replacement, Including ramp	SF	3723.2	$ 13.75	$ 51,194.00	3723.5	3723.5	$ 51,198.13	$ 51,198.13	0.0	0.0	$ -	$ -	3,723.50	3,723.50	$ 51,198.13	$ 51,198.13	100%	100%	$ (4.13)	$ (4.13)
9	Detectable warning pad (truncated dome)	SF	248.0	$ 15.00	$ 3,720.00	288.2	288.2	$ 4,323.00	$ 4,323.00	0.0	0.0	$ -	$ -	288.20	288.20	$ 4,323.00	$ 4,323.00	116%	116%	$ (603.00)	$ (603.00)
10	Install Ceramar Expansion Joint Material 2" thick x 6" to 8" deep	LF	1162.0	$ 8.50	$ 9,877.00	0.0	0.0	$ -	$ -	1162.0	1162.0	$ 9,877.00	$ 9,877.00	1,162.00	1,162.00	$ 9,877.00	$ 9,877.00	100%	100%	$ -	$ -
11	Finish Grade/Sod/Fertilize All Disturbed Areas	LS	1.0	$ 14,500.00	$ 14,500.00	0.5	0.5	$ 7,250.00	$ 7,250.00	0.5	0.5	$ 7,250.00	$ 7,250.00	1.00	1.00	$ 14,500.00	$ 14,500.00	100%	100%	$ -	$ -
12	3b	EA	2.0	$ 1,450.00	$ 2,900.00	2.0	2.0	$ 2,900.00	$ 2,900.00	0.0	0.0	$ -	$ -	2.00	2.00	$ 2,900.00	$ 2,900.00	100%	100%	$ -	$ -
CO#1 13	Restoration and sod (including adjacent sidewalk removals) - CO #1	SY	50.0	$ 32.74	$ 1,637.00	25.0	25.0	$ 818.50	$ 818.50	25.0	25.0	$ 818.50	$ 818.50	50.00	50.00	$ 1,637.00	$ 1,637.00	100%	100%	$ -	$ -
CO#1 14	Street slab removal and replacement - CO #1	SY	18.0	$ 47.00	$ 847.31	18.0	18.0	$ 847.31	$ 847.31	0.0	0.0	$ -	$ -	18.03	18.03	$ 847.31	$ 847.31	100%	100%	$ -	$ -
CO#2 4	Saw Cutting of Streets, Curbs and Sidewalks	LF	889	$ 3.40	$ 3,023.62	889.0	889.0	$ 3,022.60	$ 3,022.60	0.0	0.0	$ -	$ -	889.00	889.00	$ 3,022.60	$ 3,022.60	100%	100%	$ 1.02	$ 1.02
CO#2 8	Concrete Sidewalk Removal and Replacement, Including ramp	SF	1952	$ 13.75	$ 26,844.13	1952.0	1952.0	$ 26,840.00	$ 26,840.00	0.0	0.0	$ -	$ -	1,952.00	1,952.00	$ 26,840.00	$ 26,840.00	100%	100%	$ 4.13	$ 4.13
CO#3 4	Saw Cutting of Streets, Curbs and Sidewalks	LF	140	$ 3.40	$ 476.00	0.0	0.0	$ -	$ -	140.0	140.0	$ 476.00	$ 476.00	140.00	140.00	$ 476.00	$ 476.00	100%	100%	$ -	$ -
CO#3 9	Detectable warning pad (truncated dome)	SF	40	$ 15.00	$ 603.00	0.0	0.0	$ -	$ -	0.0	0.0	$ -	$ -	0.00	0.00	$ -	$ -	0%	0%	$ 603.00	$ 603.00
CO#3 10	Install Ceramar Expansion Joint Material 2" thick x 6" to 8" deep	LF	268	$ 8.50	$ 2,273.75	0.0	0.0	$ -	$ -	267.5	267.5	$ 2,273.75	$ 2,273.75	267.50	267.50	$ 2,273.75	$ 2,273.75	100%	100%	$ -	$ -
		ORIGINAL CONTRACT AMOUNT			$ 96,901.80			$ 110,411.16	$ 110,411.16			$ 22,195.25	$ 22,195.25			$ 132,606.41	$ 132,606.41	137%	137%	$ 0.01	$ 0.01
	CURRENT CONTRACT AMOUNT (w/ CO#1, CO#2 & CO#3)				$ 132,606.41											$ 132,606.41	$ 132,606.41				

RBA FORM (OFFICE USE ONLY)
MEETING DATE: 08/01/2018
Regular ( ) Work Session (x)
ATTACHMENT: YES ( ) NO (x)
Contract (x) Ordinance (x) Other ( )

Request for Board Action
By: Staff

Ward All

Description: Services for Dead Deer Removal from Public Rights-of-Way
SCC Road Maintenance and Repair Contract
Dardenne Prairie Project No. 971500

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

- **Summary/Explanation:**

Recently, the Department of Conservation determined it would no longer respond to remove dead deer from public rights-of-way. As such, the St. Charles County Highway Department has hired a local contractor to remove dead deer from its rights-of-way on an as-needed basis. The County is offering this service to the City with the stipulation that it will pass on their expenses. At this time the cost for removal will be $152.25 for dead deer to be removed within 48 hours; $203 for dead deer to be removed within 4 hours.

The City will need to let St. Charles County know if they would like to have this additional street maintenance service provided by the Highway Department on City rights-of-way.

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

$152.25 for dead deer to be removed within 48 hours;
$203 for dead deer to be removed within 4 hours.

This is a pass-through cost subject to change as the County's expenses change.

RBA requested by: L. R. Kehoe Date: 07/26/2018

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

BOARD OF ALDERMEN
MEETING AGENDA
AUGUST 1, 2018
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 Ungerboeck

CONSENT AGENDA
1. Board of Aldermen Minutes 07-18-18
2. Workshop Summary 07-18-18
3. Expenditures for Approval 08-01-18
4. Street Maintenance and Pedestrian Access Improvements Project No. 971301 - Change Order No. 3
5. Final Escrow Release – Providence Subdivision - $100,199.00

ITEMS REMOVED FROM CONSENT AGENDA

OPEN FORUM

PUBLIC HEARINGS

1. Rezoning Request and P.U.D. Request – Area Plan for the approximately 68.40 acres of land commonly known as 1575 Bryan Road located at the northwest corner of the intersection of Feise Road and Bryan Road, and more particularly described in the P.U.D. Request – Area Plan received by the City on June 6, 2018, on file with the City Clerk from Applicant David Volz, and Property Owner Cora Bopp Family Limited Partnership et al.

2. Possible amendments to the Municipal Code regarding Zoning and Land Use.

3. Rezoning Request and P.U.D. Request – Area Plan for the approximate 32.2 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 April 4, 2018, on file with the City Clerk from Applicant Payne Family Homes and Property Owner Dardenne Tech, LLC. (Awaiting recommendation from Planning & Zoning)

NEW BUSINESS

1. **BILL #18-23**
   AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE AN INTERGOVERNMENTAL COOPERATIVE AGREEMENT BY AND BETWEEN THE CITY OF DARDENNE PRAIRIE AND THE EASTERN MISSOURI PAVEMENT CONSORTIUM

2. **RESOLUTION #308**
   A RESOLUTION OF THE BOARD OF ALDERMAN OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, REGARDING THE APPOINTMENT OF JERAD SEURER TO THE PLANNING AND ZONING COMMISSION

3. **RESOLUTION #309**
   A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, CONSENTING TO THE MAYOR'S APPOINTMENT OF CRAIG STANKOVICH AND MICHAEL LUNA TO THE BOARD OF DIRECTORS OF THE BARATHAVEN COMMUNITY IMPROVEMENT DISTRICT

4. **BILL #18-24**
   AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AMENDING SECTION 210.390 OF THE MUNICIPAL CODE OF THE CITY OF DARDENNE PRAIRIE BY DELETING IT IN ITS ENTIRETY; ENACTING, IN LIEU THEREOF, A NEW SECTION 210.390; AND PROVIDING REGULATIONS PERTAINING TO CONTROLLED SUBSTANCES

OLD BUSINESS

1. **BILL #18-09** (Read One-Time Only 5-16-18)
   AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, APPROVING THE RECORD PLAT FOR CÓRDOBA, AND AUTHORIZING THE CITY CLERK TO ATTEST AND CERTIFY APPROVAL OF SAID PLAT

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 **JULY 18, 2018**

The City of Dardenne Prairie Board of Aldermen meeting was called to order at 8:32 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 Nay.

Present at roll call were Mayor Zucker, Aldermen Ungerboeck, Nay, Koch and Klingerman. Aldermen Gotway and Wandling were absent. Also present were City Clerk Kim Clark, City Engineer Luke Kehoe and City Attorney John Young.

CONSENT AGENDA

1. Board of Aldermen Minutes 06-20-18

A motion was made by Alderman Ungerboeck, Seconded by Alderman Nay to approve the amended 06-20-18 minutes. Motion passed unanimously.

2. Workshop Summary 06-20-18

A motion was made by Alderman Nay, Seconded by Alderman Klingerman to approve the Workshop Summary. Motion passed unanimously.

3. Expenditures for Approval 07-18-18 – $441,308-43

A motion was made by Alderman Koch, Seconded by Alderman Nay to approve the Expenditures for Approval. Motion passed unanimously.

4. Treasurer's Report – As of June 30, 2018

A motion was made by Alderman Nay, Seconded by Alderman Koch to approve the Treasurer's Report. Motion passed unanimously.

OPEN FORUM - No one present to speak.

PUBLIC HEARINGS

1. Rezoning Request and P.U.D. Request – Area Plan for the approximately 68.40 acres of land commonly known as 1575 Bryan Road located at the northwest corner of the intersection of Feise Road and Bryan Road, and more particularly described in the P.U.D. Request – Area Plan received by the City on June 6, 2018, on file with the City Clerk from Applicant David Volz, and Property Owner Cora Bopp Family Limited Partnership et al.

A motion was made by Alderman Klingerman, Seconded by Alderman Nay to continue the public hearing to 8-1-18. Motion passed unanimously.

2. Possible amendments to the Municipal Code regarding Zoning and Land Use.

A motion was made by Alderman Ungerboeck, Seconded by Alderman Koch to continue the public hearing to 8-1-18. Motion passed unanimously.

3. Rezoning Request and P.U.D. Request – Area Plan for the approximate 32.2 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 April 4, 2018, on file with the City Clerk from Applicant Payne Family Homes and Property Owner Dardenne Tech, LLC. (Awaiting recommendation from Planning & Zoning)

A motion was made by Alderman Ungerboeck, Seconded by Alderman Klingerman to continue the public hearing to 8-1-18. Motion passed unanimously.

NEW BUSINESS

A motion was made by Alderman Klingerman, Seconded by Alderman Ungerboeck to read Bill #18-22 for the first time by short title only. Motion passed unanimously.

BILL #18-22
AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AMENDING SECTION 355.130 OF THE MUNICIPAL CODE OF THE CITY OF DARDENNE PRAIRIE BY DELETING IT IN ITS ENTIRETY; ENACTING, IN LIEU THEREOF, A NEW SECTION 355.130; AND PROVIDING FOR REGULATIONS PERTAINING TO THE OPERATION OF ALL-TERRAIN VEHICLES AND UTILITY VEHICLES ON CITY STREETS

A motion was made by Alderman Klingerman, Seconded by Alderman Koch to read Bill #18-22 for the second time by short title only. Motion passed unanimously.

A motion was made by Alderman Ungerboeck, Seconded by Alderman Nay to put Bill #18-22 to final vote. Roll call was as follows:

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

Mayor Zucker declared Bill #18-22 passed and designated it to be Ordinance #1923.

A motion was made by Alderman Nay, Seconded by Alderman Ungerboeck to accept Resolution #306. Motion passed unanimously.

RESOLUTION #306
A RESOLUTION OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, TO AMEND THE POLICY FOR MANAGING FINANCIAL INVESTMENTS

A motion was made by Alderman Koch, Seconded by Alderman Nay to accept Resolution #307. Motion passed unanimously.

RESOLUTION #307
A RESOLUTION OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, URGING THE ST. CHARLES COUNTY AMBULANCE DISTRICT TO PRESERVE THE FLAG POLE AT AMBULANCE STATION 15 IN DARDENNE PRAIRIE.

OLD BUSINESS

A motion was made by Alderman Ungerboeck, Seconded by Alderman Nay to continue Bill #18-09. Motion passed unanimously.

BILL #18-09 (Read One-Time Only 5-16-18)
AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, APPROVING THE RECORD PLAT FOR CÓRDOBA, AND AUTHORIZING THE CITY CLERK TO ATTEST AND CERTIFY APPROVAL OF SAID PLAT

STAFF COMMUNICATIONS
Alderman Koch reminded the Board of the residents concerns of the depth of the ditch between the soccer fields and BaratHaven Lake.
Alderman Klingerman mentioned the need to clean the carpets.
Alderman Ungerboeck mentioned a concern on McGregor Circle

ADJOURNMENT
With no objections, the meeting was adjourned at 9:05 p.m.

Respectfully submitted,

_____
Kim Clark, City Clerk

WORKSHOP SUMMARY **JULY 18, 2018**

The City of Dardenne Prairie workshop session was called to order at 6:06 p.m.
The meeting was held at Dardenne Prairie City Hall located at 2032 Hanley Road.

The meeting was opened with the Pledge of Allegiance.

The following were in attendance: Mayor Zucker, Aldermen Ungerboeck, Klingerman, Nay, and Koch. Aldermen Wandling & Gotway were absent. Also present were City Clerk Kim Clark, City Engineer Luke Kehoe and City Attorney John Young.

ITEMS FOR DISCUSSION AND CONSIDERATION

1. Parks Master Plan
2. Amendment to Investment Policy
3. Short Term Goals (0 – 3 year projects)

There was a brief discussion regarding the 2019 road work performed by the County. The consensus was to budget $350,000 in 2019.

4. Long Term Goals (3 – 10 year projects)
5. Review of Board of Aldermen Meeting Agenda (07-18-18)

STAFF COMMUNICATIONS

City Engineer Luke Kehoe mentioned the St. Charles County Road Board meeting regarding the study for 364 and Technology.
City Clerk Kim Clark mentioned an updated Expenditures for Approval listing in the amount of $441,308.43 to be considered for approval.
Alderman Ungerboeck mentioned the need for trails along Highway N near Lewis and Clark.

ADJOURNMENT

With no objections, the meeting was adjourned at 8:25 p.m.

Respectfully submitted,

_____
Kim Clark, City Clerk

EXPENDITURES FOR APPROVAL
8/1/2018

1	Alderman Blake Nay	August, 2018	375.00
2	Alderman Dan Koch	August, 2018	375.00
3	Alderman Dave Wandling	August, 2018	375.00
4	Alderman John Gotway	August, 2018	375.00
5	Alderman Justin Ungerboeck	August, 2018	375.00
6	Alderman Kevin Klingerman	August, 2018	375.00
7	Amcon Municipal Concrete	Payment #2 - Project #971301	19,975.72
8	Ameren	City Hall	2,220.32
9	Ameren	Concession Stand	375.78
10	Ameren	Hanley Traffic Light 2	59.04
11	Ameren	Ball Park	252.11
12	Ameren	City Hall Park	362.47
13	Ameren	Hanley Traffic Light	11.24
14	Cuivre River Electric	Light at Weldon Spring	35.26
15	Cuivre River Electric	Georgetown Park	68.60
16	Cuivre River Electric	St. Williams street lights	24.95
17	Cuivre River Electric	Traffic Signal at Feise/Hanley	70.00
18	First Bank	Credit Card Charges	1,438.28
19	Horner Shifrin	Professional Services to 6/30/18	1,285.00
20	Insurance: Anthem Blue Cross/Blue Shield	Health: August, 2018	4,131.46
21	Insurance: Principal Life	Life: August, 2018	196.49
22	Jeffrey J. Sandcork	Prosecuting Attorney: August, 2018	1,100.00
23	Linton Harvey	Overpayment Refund	30.00
24	Marco Technologies	Copies	72.50
25	Mayor David C. Zucker	August, 2018	1,000.00
26	Native Landscape Solutions	BaratHaven Herbicide Application	435.00
27	Office Essentials	Office Supplies	25.78
28	Parks: Jamie Swanner	Soccer Camp	90.00
29	Parks: Various Umpires	Umpires to 7/11/18	397.50
30	Payroll	7-27-18 Payroll	19,943.81
31	Tamie Smith	Mileage Reimbursement	33.79
32	The Law Office of Dennis Chassaniol	Municipal Judge: August, 2018	500.00
33	United States Treasury	Form 720 Annual Filing	19.12
			56,404.22

Approved by Board of Aldermen 8-1-18

Mayor David C. Zucker

CHANGE ORDER

SHEET NO. 1 OF 1

To: City of Dardenne Prairie, Missouri
2032 Hanley Road
Dardenne Prairie, MO 63368

Engineer: Kehoe Engineering Company, Inc.
2920 Sandtrap Drive
Dardenne Prairie, Missouri 63368

Contractor: Amcon Municipal Concrete, LLC
850 Lone Star Drive
O'Fallon, Missouri 63366

Change Order No. 3
Street Maintenance and Pedestrian Access Improvements Project
Dardenne Prairie, Missouri

City Project No. 971301

1. Description and Reason for Change:

Additional saw cutting amount is as measured in the field including several relocated and additional expansion joints in Aberdeen and McCluer Village subdivisions.
Detectable warning pads measurements shown are as-built in the field.
Additional expansion joint amount is as measured in the field including several relocated and additional expansion joints in Aberdeen and McCluer Village subdivisions.

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	4	Saw Cutting of Streets, Curbs and Sidewalks	LF	3598.3	3738.3	140	3.40	476.00	
2	9	Detectable warning pad (truncated dome)	SF	248.0	288.2	40	15.00	603.00	
3	10	Install Ceramar Expansion Joint Material 2" thick x 6" to 8" deep	LF	1162	1429.5	268	8.50	2,273.75	
							TOTALS:	3,352.75	0.00

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: 15 work days.

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

1. Contract Amount	$	96,901.60
2. Overrun(Underrun) this Change Order	$	3,352.75
3. Overrun(Underrun) previous Change Orders	$	32,352.05
4. Total Overrun(Underrun) to Date	$	35,704.80
5. Total Contract Amount	$	132,606.40

SUBMITTED — RESIDENT ENGINEER — 7/25/2018 DATE

APPROVED — MAYOR — DATE

Amcon Municipal Concrete, LLC
CONTRACTOR
SIGNATURE — 7-16-18 DATE

KEC
KEHOE ENGINEERING COMPANY, INC.

Application and Certification for Payment
Pedestrian and Drainage Facilities Improvements
Dardenne Prairie Project No. 370810

CONTRACTOR - Amcon Municipal Concrete, LLC
RESIDENT ENGR. - Kehoe Engineering Co., Inc.

Certificate for Payment No. 2
July 13, 2018

#	Bid Item	Unit	Quantity	Amcon Unit Price	Amcon Contract Amt.	Prior Quantity Completed CONTRACTOR	Prior Quantity Completed RESIDENT ENGI	Prior Dollars Completed CONTRACTOR	Prior Dollars Completed RESIDENT ENGI	Current Quantity Completed CONTRACTOR	Current Quantity Completed RESIDENT ENGI	Current Dollars Completed CONTRACTOR	Current Dollars Completed RESIDENT ENGI	Total Quantity Completed CONTRACTOR	Total Quantity Completed RESIDENT ENGI	Total Contract $ Completed CONTRACTOR	Total Contract $ Completed RESIDENT ENGI	Total Contract % Completed CONTRACTOR	Total Contract % Completed RESIDENT ENGI	Balance to Finish CONTRACTOR	Balance to Finish RESIDENT ENGI
1	Mobilization				-	1.0	1.0	-	-	0.0	0.0	-	-	1.00	1.00	-	-	-	-	-	-
2	Temporary Traffic Control and Maintenance				-	1.0	1.0	-	-	0.0	0.0	-	-	1.00	1.00	-	-	-	-	-	-
3	Contractor Furnished Survey/Layout				-	1.0	1.0	-	-	0.0	0.0	-	-	1.00	1.00	-	-	-	-	-	-
4	Saw Cutting of Streets, Curbs and Sidewalks	LF	2709.0	$ 3.40	$ 9,210.60	2709.3	2709.3	$ 9,211.62	$ 9,211.62	0.0	0.0	$ -	$ -	2,709.30	2,709.30	$ 9,211.62	$ 9,211.62	100%	100%	$ (1.02)	$ (1.02)
5	Siltation and Erosion Control	LS	1.0	$ 1,000.00	$ 1,000.00	1.0	1.0	$ 1,000.00	$ 1,000.00	0.0	0.0	$ -	$ -	1.00	1.00	$ 1,000.00	$ 1,000.00	100%	100%	$ -	$ -
6	Relocate Existing Irrigation	LS	1.0	$ 3,000.00	$ 3,000.00	1.0	1.0	$ 3,000.00	$ 3,000.00	0.0	0.0	$ -	$ -	1.00	1.00	$ 3,000.00	$ 3,000.00	100%	100%	$ -	$ -
7	Adjust or Remove Existing Improvements Including Curbs	LS	1.0	$ 1,500.00	$ 1,500.00	0.0	0.0	$ -	$ -	1.0	1.0	$ 1,500.00	$ 1,500.00	1.00	1.00	$ 1,500.00	$ 1,500.00	100%	100%	$ -	$ -
8	Concrete Sidewalk Removal and Replacement, Including ramp	SF	3723.2	$ 13.75	$ 51,194.00	3723.5	3723.5	$ 51,198.13	$ 51,198.13	0.0	0.0	$ -	$ -	3,723.50	3,723.50	$ 51,198.13	$ 51,198.13	100%	100%	$ (4.13)	$ (4.13)
9	Detectable warning pad (truncated dome)	SF	248.0	$ 15.00	$ 3,720.00	288.2	288.2	$ 4,323.00	$ 4,323.00	0.0	0.0	$ -	$ -	288.20	288.20	$ 4,323.00	$ 4,323.00	116%	116%	$ (603.00)	$ (603.00)
10	Install Ceramar Expansion Joint Material 2" thick x 5" to 8" deep	LF	1162.0	$ 8.50	$ 9,877.00	0.0	0.0	$ -	$ -	1162.0	1162.0	$ 9,877.00	$ 9,877.00	1,162.00	1,162.00	$ 9,877.00	$ 9,877.00	100%	100%	$ -	$ -
11	Finish Grade/Sod/Fertilize All Disturbed Areas	LS	1.0	$ 14,500.00	$ 14,500.00	0.5	0.5	$ 7,250.00	$ 7,250.00	0.5	0.5	$ 7,250.00	$ 7,250.00	1.00	1.00	$ 14,500.00	$ 14,500.00	100%	100%	$ -	$ -
12	3b	EA	2.0	$ 1,450.00	$ 2,900.00	2.0	2.0	$ 2,900.00	$ 2,900.00	0.0	0.0	$ -	$ -	2.00	2.00	$ 2,900.00	$ 2,900.00	100%	100%	$ -	$ -
CO#1 13	Restoration and sod (including adjacent sidewalk removals) - CO #1	SY	50.0	$ 32.74	$ 1,637.00	25.0	25.0	$ 818.50	$ 818.50	25.0	25.0	$ 818.50	$ 818.50	50.00	50.00	$ 1,637.00	$ 1,637.00	100%	100%	$ -	$ -
CO#1 14	Street slab removal and replacement - CO #1	SY	18.0	$ 47.00	$ 847.31	18.0	18.0	$ 847.31	$ 847.31	0.0	0.0	$ -	$ -	18.03	18.03	$ 847.31	$ 847.31	100%	100%	$ -	$ -
CO#2 4	Saw Cutting of Streets, Curbs and Sidewalks	LF	889	$ 3.40	$ 3,023.62	889.0	889.0	$ 3,022.60	$ 3,022.60	0.0	0.0	$ -	$ -	889.00	889.00	$ 3,022.60	$ 3,022.60	100%	100%	$ 1.02	$ 1.02
CO#2 8	Concrete Sidewalk Removal and Replacement, Including ramp	SF	1952	$ 13.75	$ 26,844.13	1952.0	1952.0	$ 26,840.00	$ 26,840.00	0.0	0.0	$ -	$ -	1,952.00	1,952.00	$ 26,840.00	$ 26,840.00	100%	100%	$ 4.13	$ 4.13
CO#3 4	Saw Cutting of Streets, Curbs and Sidewalks	LF	140	$ 3.40	$ 476.00	0.0	0.0	$ -	$ -	140.0	140.0	$ 476.00	$ 476.00	140.00	140.00	$ 476.00	$ 476.00	100%	100%	$ -	$ -
CO#3 9	Detectable warning pad (truncated dome)	SF	40	$ 15.00	$ 603.00	0.0	0.0	$ -	$ -	0.0	0.0	$ -	$ -	0.00	0.00	$ -	$ -	0%	0%	$ 603.00	$ 603.00
CO#3 10	Install Ceramar Expansion Joint Material 2" thick x 5" to 8" deep	LF	268	$ 8.50	$ 2,273.75	0.0	0.0	$ -	$ -	267.5	267.5	$ 2,273.75	$ 2,273.75	267.50	267.50	$ 2,273.75	$ 2,273.75	100%	100%	$ -	$ -
		ORIGINAL CONTRACT AMOUNT			$ 96,901.50			$ 110,411.16	$ 110,411.16			$ 22,195.25	$ 22,195.25			$ 132,606.41	$ 132,606.41	137%	137%	$ 0.01	$ 0.01
		CURRENT CONTRACT AMOUNT (w/ CO#1, CO#2 & CO#3)			$ 132,606.41											$ 132,606.41	$ 132,606.41				

DARDENNE
PRAIRIE
www.DardennePrairie.org

City Engineer
Phone 636.978.6008
Fax 636.898.0923
Engineer @DardennePrairie.org

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

July 27, 2018

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

Subject: Escrow Release No. 1 - FINAL
Providence Subdivision
Dardenne Prairie Project No. 970211

Dear Mayor Zucker:

Per the request of Enterprise Bank & Trust on behalf of Charford, Inc., our inspections and the report of the subject development's homeowners' association, we recommend a final release of the escrow established for this development in the amount of $100,199.00.

This is final release of the escrow established for this development. The attached escrow account summary form details the total escrow amounts and the amount recommended for this release.

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

Attachment

cc: Board of Aldermen
Kim Clark, City Clerk
Jeff Amelong, Building Inspector
Nick Overkamp, Charford Inc., c/o Enterprise Bank & Trust

DARDENNE PRAIRIE

www.DardennePrairie.org

City Engineer
Phone 636.978.6008
Fax 636.898.0923
Engineer@DardennePrairie.org

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

Escrow Account Summary

970211 Providence Subdivision

Release No.: 1
Last Updated: 7/27/2018

Item	Original Escrow Amount	Previously Released Amount	Recommended Reimbursed This Period	Recommended Released To Date	Outstanding Balance
Landscaping	$22,759.00	$0.00	$22,759.00	100%	$0.00
Common Amenities	$6,875.00	$0.00	$6,875.00	100%	$0.00
Final Grading/Seeding/Sodding	$28,050.00	$0.00	$28,050.00	100%	$0.00
Erosion and Silt Control	$42,515.00	$0.00	$42,515.00	100%	$0.00
TOTALS	$100,199.00	$0.00	$100,199.00	100%	$0.00

☒ Recommended for release by the City Engineer

☐ Approved for release by the Board of Aldermen

Prepared by: Luke R Kehoe

Kehoe Engineering Company, Inc.
Luke R. Kehoe, P.E., City Engineer

BILL NO. 18-23

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE AN INTERGOVERNMENTAL COOPERATIVE AGREEMENT BY AND BETWEEN THE CITY OF DARDENNE PRAIRIE AND THE EASTERN MISSOURI PAVEMENT CONSORTIUM

WHEREAS, pursuant to § 70.220.1, RSMo., "Any municipality or political subdivision of this state...may contract and cooperate with any other municipality or political subdivision...for a common service; provided, that the subject and purposes of any such contract or cooperative action made and entered into by such municipality or political subdivision shall be within the scope of the powers of such municipality or political subdivision[;]" and

WHEREAS, pursuant to § 70.230, RSMo., "Any municipality may exercise the power referred to in section 70.220 by ordinance duly enacted...[;]" and

WHEREAS, the City of Dardenne Prairie, Missouri, in common with other municipalities in St. Charles County, shares an interest in ensuring quality materials and construction services in public infrastructure projects; and

WHEREAS, the Eastern Missouri Pavement Consortium (EMPC) has been established to provide engineering services, material testing services and other related items furthering the goals of the Consortium and its members through joint purchases and contracting; and

WHEREAS, the Board of Aldermen of the City finds hereby finds and determines that the cooperative contracting arrangement created by the EMPC is intended to provide economic, investigational and logistical advantages for member entities through shared quality control, and quality assurance services associated with pavement construction within the jurisdiction of member entities; and

WHEREAS, the Board of Aldermen of the City hereby finds and determines that entering into an intergovernmental cooperative agreement with the Eastern Missouri Pavement Consortium for the purpose of ensuring quality materials and construction services is in the best interest of the residents of the City.

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 EASTERN MISSOURI PAVEMENT CONSORTIUM AGREEMENT, attached hereto, marked as **Exhibit I**, and incorporated by reference herein (the "Agreement"), be and are hereby approved, and the Mayor is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Agreement in substantially the form attached hereto. The

City Clerk is hereby authorized and directed to attest to the Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Agreement and this Ordinance.

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

SECTION 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 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 (2) times, passed, and approved this _____ day of _____, 2018.

_____
As Presiding Officer and as Mayor

Attest:

_____
City Clerk

Approved this _____ day of _____, 2018.

_____
Mayor

Attest:

_____
City Clerk

EXHIBIT I

EASTERN MISSOURI PAVEMENT CONSORTIUM AGREEMENT

This EASTERN MISSOURI PAVEMENT CONSORTIUM AGREEMENT (hereinafter, the "Agreement") is made and entered into this _____ day of _____, 2016, by and between the City of O'Fallon, Missouri (hereinafter, "O'Fallon") and _____ (hereinafter, "_____") a county, municipality or other political subdivision within the state of Missouri.

RECITALS:

WHEREAS, Section 70.220 RSMo authorizes counties, political subdivisions and municipalities to contract and cooperate among themselves for common services; and

WHEREAS, the political subdivisions that are parties to this Agreement share a common interest in ensuring quality materials and construction in public infrastructure projects; and

WHEREAS, this cooperative contracting arrangement is intended to provide economic, investigational and logistical advantages for member agencies through shared quality control and quality assurance services associated with pavement construction within the jurisdiction of member agencies; and

WHEREAS, the "Eastern Missouri Pavement Consortium" (EMPC) will provide engineering services, material testing services and other related items furthering the goals of the Consortium through joint purchases and contracting.

NOW, THEREFORE, in consideration of the covenants and undertakings and payments to be made as hereinafter provided, the sufficiency of which consideration is hereby acknowledged by all Parties it is hereby agreed as follows:

SECTION 1: DEFINITIONS

When used in this agreement, the following words shall have the following meaning unless the context clearly indicates or requires a different meaning.

"Member" and "Member Agency" means any state agency, county, municipality or political subdivision that is a party to this cooperative contracting agreement.

"Parties" and "Party" shall mean agencies which execute this Eastern Missouri Pavement Consortium Agreement and agree to be bound by the terms of this Agreement and the cooperative contracting arrangement contemplated herein.

"Provider" and "Provider Agency" means the party which is responsible for contracting for materials, services or equipment under this agreement. The Provider Agency is responsible for administering the cooperative purchases and coordination between all the Member Agencies.

This responsibility may rotate from time to time among the Member Agencies. The Provider Agency may also receive materials, services and other benefits under this Agreement and will be treated as a Receiving Agency when doing so and in reference to such materials, supplies and benefits.

"Recipient", "Recipient Agency" and "Receiving Agency" means the party which desires to receive or procure materials, services or equipment under this cooperative contracting arrangement.

SECTION 2: RESPONSIBILITY OF PARTIES

A. MEMBER AGENCIES – Each Party to this Agreement understands that it is joining a cooperative contracting arrangement and will become a Member Agency as defined herein. Each Member Agency hereby agrees to pay a portion of the Consortium costs, as described in this Agreement, and any "additional services" as specifically requested by that individual Member Agency. The original Agreement is being coordinated by the City of O'Fallon, Missouri, but the terms of this Agreement shall extend to all Member Agencies who agree to execute and be bound by the terms of this Agreement. All Member Agencies shall enjoy the same rights and privileges as all other Members as defined herein.

B. PROVIDER AGENCY – Subject to reimbursement from Member Agencies, the Provider Agency will contract and pay for materials, services and equipment as agreed upon by the Member Agencies under this agreement. The Provider Agency shall maintain a full listing of Member Agencies along with their contact names and addresses and shall make this list available to any Member requesting said information. In addition to reimbursement for a portion of the cost of procured materials, services and equipment, the Provider Agency shall receive an administrative fee from each Receiving Agency in an amount not to exceed $200 annually as compensation for its efforts to administer the program(s). The City of O'Fallon will be the Provider Agency for calendar years 2016 and 2017, and other Members will be Recipient Agencies for those years. In future years, the Provider Agency may be changed as agreed upon by a majority of the Member Agencies.

C. RECIPIENT AGENCIES - Recipient Agencies will provide timely responses to the Provider Agency to ensure that purchases can be made in a timely manner. The Recipient Agency will be responsible for issuing all necessary Purchase Orders and payment of all debts incurred pursuant to this Agreement.

D. ADDITIONAL MEMBERS - Parties herby encourage each other to enlist other governmental agencies or political subdivisions to adopt and execute this Agreement in order to provide the benefits thereof to a larger number of governmental entities.

E. NO THIRD PARTY INTERESTS - All functions and activities under this Agreement shall be for the benefit of the Member Agencies. Accordingly, this Agreement shall not be construed to be for the benefit of any third parties and no third parties shall have any rights or cause of action against Parties to this Agreement.

F. WITHDRAWAL/TERMINATION – Any Member can voluntarily withdraw from this Agreement by notifying the Provider Agency in writing that the Member's governing body has voted to remove the Agency from this cooperative contracting arrangement. Any withdrawing Member Agency shall be required to fulfill all the liabilities or obligations accrued under this Agreement that were committed to prior to its withdrawal and termination of participation. This Agreement shall continue in force and effect as to all other Members until such time as it is terminated by all remaining Members.

G. REMOVAL - Any Member Agency may be removed from this cooperative contracting arrangement and terminated from this Agreement in the event that it fails to fulfill all its obligations in a timely manner in the sole and unlimited judgment of the other Member Agencies. A Member Agency shall be removed from this cooperative contracting arrangement and terminated from this Agreement upon receipt of a written statement duly executed by two-thirds or more of the other Member Agencies then participating indicating that a Member should be removed. Upon removal, a written notice thereof shall be delivered to the governing body of the removed Agency. Any Member Agency removed shall be required to fulfill all the liabilities or obligations accrued under this Agreement that were committed to prior to its removal.

SECTION 3: EASTERN MISSOURI PAVEMENT CONSORTIUM PROGRAM

A. PARTICIPATION – It is envisioned that the Eastern Missouri Pavement Consortium will operated similarly to the Kansas City Metro Materials Board (KCMMB). Participation in the program on an annual basis is strictly voluntary. Non-participation by a Member Agency in any one or more years shall not in and of itself result in automatic forfeiture of that Agency's membership status. However, prolonged non-participation or membership by a Member Agency in another cooperative contracting arrangement which may dilute the benefit of the cooperative contracting arrangements provided pursuant to this Agreement may be considered by other Member Agencies with respect to removal of an Agency pursuant to Section 2(G), above. The primary intent of this cooperative contracting arrangement is for the procurement of professional services and materials testing services to address the quality of pavements being constructed within the jurisdiction of Member Agencies, but this arrangement shall also allow for the procurement of other materials, services and/or equipment as determined advisable by the Member Agencies. The Provider Agency will administer each contracted service under this

Agreement; however, from time to time, the Provider Agency may delegate some or a majority of its responsibilities to one or more other Members with the approval of that Agency or those Agencies. If a Member Agency desires to voluntarily opt out of the program for a year, this will have to be done prior to the beginning of each year that they choose to opt out. Opting out does not terminate this agreement, but does suspend all member benefits during the period the agency opts out of the program. So that a proper budget can be set for the year, notification to opt out must be done in writing and submitted to both the Providing Agency and engineering firm.

B. COST SHARING – Each Party agrees to pay a portion of the cost to procure materials, services and equipment requested by the Consortium; the costs shall be apportioned in accordance with Paragraph (D) of this Section. In order to offset some of the costs of the Consortium and the services provided to the Consortium, it is recommended that the Provider Agency impose the following fees to the applicants for the following items:

1. $100 for each concrete mix design submittal
2. $400 for certification of an aggregate supplier (If approved by EMPC Members)
3. $200 for certification of a concrete plant (If approved by EMPC Members)

C. ENGINEERING SERVICES – The Provider Agency will follow State of Missouri Qualification Based Selection procedures and negotiate to enter into a contract with an engineering firm to provide services for all Member Agencies. These services will include:

a. Provide services similar to those provided to KCMMB
b. Generally manage the Consortium
c. Collect the fees imposed pursuant to this Agreement
d. Design and maintain a website similar to one used by KCMMB
e. Review and advise on all mix designs to be used for the year for Member Agencies as follows:
    i. All recommended concrete mix designs shall be submitted to the Consortium by Jan 30 of each year; and
    ii. Advice and recommendations on mix designs for year shall be submitted to the Consortium by April 1 for use until March 30 of next year
    iii. For the first year of the program, these dates may be pushed back due to the late start getting the consortium together and contracts in place.
f. Maintain a list of recommended mix designs and certified plants and quarries
g. Notify Member Agencies of all meetings, recommendations and issues pertinent to the Consortium
h. Keep records & maintain a report on budget for all Member Agencies

i. Develop a unified pavement specification recommendation in the following areas that consortium members can choose to adopt:
   i. Concrete Mix Design Specifications
   ii. Aggregate Specifications
   iii. Rock Base Specifications
   iv. Testing procedures

j. Engineer shall provide 2 approximately four-hour training sessions each year. These training sessions shall be tailored to educating people on how the consortium works and general topics on how to construct quality pavements. One session is to be for the staff of the Member Agencies and the other session is to be for contractors and developers.

k. Provide or subcontract for materials testing. These services may include the following tasks as they are approved and agreed upon by the EMPC members:
   i. Test ledges from quarries to determine the source of the ACR prone rock
   ii. Assist in developing testing procedures to quickly and easily identify bad aggregates
   iii. Conduct certification inspections of concrete plants and quarries to certify that they have the proper methods, procedures and policies in place to consistently provide quality materials for pavement
   iv. Maintain list of certified concrete plants and quarries and remove previously-certified plants and quarries from such list upon a failed inspection or in the event that other significant problems develop
   v. Conduct random tests of concrete plants and quarries approved for use through the consortium as requested by and in accordance with instructions from the Consortium.
   vi. Provide reports to Member Agencies
   vii. Offer optional fixed rates to individual Member Agencies for additional testing services; the cost of such additional testing services shall be the sole responsibility of the individual Member Agency requesting the services.
   viii. Offer optional hourly rates to individual Member Agencies for inspectors for paving projects; the cost of such inspector services shall be the sole responsibility of the individual Member Agency requesting the services.

D. BILLING – The Provider Agency will bill Member Agencies for their share of the contracted services on a quarterly basis or as costs are incurred if costs are incurred on a less frequent basis. The billing will be for services rendered; subtracting any fees received from concrete plants and quarries, and will be equitably divided among the Member Agencies based on a ratio as determined by the listing below.

a. MoDOT, Counties and Large Cities (>70,000 pop) = 4 shares
b. Medium-Large Cities (50,001 to 70,000 pop) = 3 shares
c. Medium Cities (30,000 to 50,000 pop) = 2 shares
d. Small Cities (<30,000 pop) = 1 share

When sending out requests for payment, Provider Agency shall provide full details of services rendered for the period. Receiving Agencies shall reimburse Provider Agency within 60 days of receiving an invoice.

Total costs to the Member Agencies for the consortium shall be capped for each year such that each category of Member Agency will not pay more than the amounts listed below. A budget shall be set up each year to ensure that these costs are not exceeded.

a. MoDOT, Counties and Large Cities (>70,000 pop) = $16,000
b. Medium-Large Cities (50,001 to 70,000 pop) = $12,000
c. Medium Cities (30,000 to 50,000 pop) = $8,000
d. Small Cities (<30,000 pop) = $4,000

E. MEETINGS and VOTING – Meetings will be called by the Provider Agency upon fourteen days notice to each Member Agency. Decisions made by the Eastern Missouri Pavement Consortium will be based on a vote of all the Member Agencies present at the meetings with a 2/3rds majority required to approve any motion or changes being considered. Also by a 2/3rds passing vote of the Member Agencies, the Cost Sharing (Paragraph B of this Section), Engineering Services (Paragraph C of this Section) and Billing Procedures (Paragraph D of this Section) may be modified by the Parties without the need to amend this agreement.

F. BY-LAWS – Once established, the Eastern Missouri Pavement Consortium may approve by-laws to govern in more detail how the Consortium shall be operated. These by-laws shall be regularly reviewed and amended as needed by the Member Agencies.

SECTION 4: ANNUAL REVIEW

Each Member Agency participating in this Agreement is encouraged to review and discuss this Agreement on an annual basis with its governing body and to recommend amendments to this Agreement or the policies and procedures that develop out of this Agreement as may be deemed prudent or beneficial. Any recommendations shall be submitted to the Provider Agency with a copy to all other Member Agencies. The Provider Agency may call a meeting of all Members to discuss any proposed revisions to the cooperative contracting arrangement or this Agreement.

SECTION 5: INDEMNIFICATION AND IMMUNITY

To the extent permitted by law and subject to the limitations on awards as published annually in the Missouri Register pursuant to Section 537.610 RSMo., as amended, each Party agrees to indemnify, defend, protect and hold harmless each of the other Parties, their elected officers, appointed officials, employees and agents, and to defend each of the other Parties from and against any loss, cost, claim, demand, damage and/or expense arising out of any demand, claim, suit or judgment for damages to property or injury to or death of persons, which may arise out of or be caused in whole or in part by the fault, failure, negligence or alleged negligence of any Party. Anything contrary contained herein notwithstanding, no provision term, or condition in this Agreement shall constitute, or be construed as, a waiver of the defenses of sovereign immunity, official immunity, or governmental immunity, by whatever name, as set forth in Section 5370600 RSMo., et seq., for any monetary amount whatsoever, or of any other defenses, how so ever named, that are, or in the future may become available the the Parties by statute or common law. This Section shall survive termination of this Agreement.

SECTION 6: NOTICES AND AUTHORIZED REPRESENTATIVES

Notices and requests as provided herein shall be deemed given as of the date notices or requests are deposited to the care of the United States Postal Service, First Class Mail postage prepaid, addressed to the Chief Elected Official of the Governing Body for each Member at the official address for that governing body or political subdivision.

SECTION 7: TERM AND EFFECTIVE DATES

The initial term of this Agreement shall be from the date of the initial execution until December 31, 2017. Thereafter, this Agreement shall automatically renew for additional one-year terms commencing on January 1 of each year.

SECTION 8: HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenience and reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement or their interpretation.

SECTION 9: SEVERABILITY AND WAIVER; GOVERNING LAW; VENUE

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the Parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been declared invalid. Accordingly, it is the intention of the Parties that the remaining portions of this Agreement shall

remain in full effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

Failure to enforce strictly the terms of this Agreement on one or more occasions shall not be deemed a waiver of the right to enforce strictly the terms of this Agreement on any other occasion.

The terms of this Agreement shall be governed by the Laws of the State of Missouri. Any action arising out of, or concerning, this Agreement shall be brought only in the Circuit Court of St. Charles County, Missouri. All Parties to this Agreement consent to the jurisdiction and venue of that court. This Section shall survive termination of this Agreement.

SECTION 10: EXECUTION OF COUNTERPARTS

This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed as of the date set forth below.

CITY OF O'FALLON, MISSOURI

_____

Dave Strahl, Date
City Administrator

Attest:

_____

Pamela Clement, City Clerk Date

[name of other agency]

_____

By: Date

Attest:

_____

By: Date

RESOLUTION NO. 308

A RESOLUTION OF THE BOARD OF ALDERMAN OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, REGARDING THE APPOINTMENT OF JERAD SEURER TO THE PLANNING AND ZONING COMMISSION

WHEREAS, Section 400.010 of the Dardenne Prairie Municipal Code provides that the Mayor, with approval of the Board of Aldermen may appoint not more than 15 nor less than 5 citizens to serve on the Planning and Zoning Commission;

WHEREAS, Mr. Jerad Seurer, a resident of Dardenne Prairie since 2004, has agreed to serve as a member of the Planning and Zoning Commission;

WHEREAS, Mr. Seurer was interviewed by the Board of Aldermen at the August 1. 2018 Workshop meeting;

WHEREAS, pursuant to Section 400.010, the Mayor of the City of Dardenne Prairie desires to appoint Jerad Seurer to be a citizen member of the Planning and Zoning Commission with the 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 Jerad Seurer to serve as a citizen member of the Planning and Zoning Commission for a term of four years pursuant to Section 400.030 of the Municipal Code.

SECTION 2. That City Clerk shall administer the Oath of Office as member of the Planning and Zoning Commission of the City of Dardenne Prairie, MO to Jerad Seurer at the earliest practicable time.

SECTION 3. That the Board of Aldermen expresses the City's gratitude to the Mr. Seurer who stepped forward to offer his time and energy in service to the community as a member of the Planning and Zoning Commission.

Approved this 1st day of August, 2018.

_____

As Presiding Officer and as Mayor

Attest:

_____

City Clerk

RESOLUTION NO. 309

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, CONSENTING TO THE MAYOR'S APPOINTMENT OF CRAIG STANKOVICH AND MICHAEL LUNA TO THE BOARD OF DIRECTORS OF THE BARATHAVEN COMMUNITY IMPROVEMENT DISTRICT

WHEREAS, on February 15, 2006, pursuant to Ordinance No. 992, the Board of Aldermen of the City of Dardenne Prairie, Missouri, established the BaratHaven Community Improvement District (the "District") in accordance with the Community Improvement District Act, Sections 67.1401 to 67.1571, RSMo, (the "CID Act"); and

WHEREAS, the District is a political subdivision of the State of Missouri; and

WHEREAS, pursuant to the terms of the Petition for the Creation of a Community Improvement District filed in the office of the City Clerk on January 17, 2006 (the "Petition"), and Section 67.1451.5 of the CID Act, the Board of Directors of the District is to be composed of five (5) members appointed by the Mayor of the City with the consent of the Board of Aldermen; and

WHEREAS, Craig Stankovich and Michael Luna were appointed in 2015 to serve as directors on the Board of Directors of the District with terms expiring in 2018; and

WHEREAS, the Mayor desires to re-appoint Craig Stankovich as a director on the Board of Directors of the District for the term expiring on February 15, 2022; and

WHEREAS, the Mayor desires to re-appoint Michael Luna as a director on the Board of Directors of the District for the term expiring on February 15, 2022; and

WHEREAS, the Mayor submitted to the Board of Aldermen for its consent the appointments of Craig Stankovich and Michael Luna to the Board of Directors of the District.

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

Section 1. The Board of Aldermen hereby consents to the appointment of Craig Stankovich to the Board of Directors of the BaratHaven Community Improvement District for the term to expire on February 15, 2022.

Section 2. The Board of Aldermen hereby consents to the appointment of Michael Luna to the Board of Directors of the BaratHaven Community Improvement District for the term to expire on February 15, 2022.

Section 3. This Resolution shall be in full force and take effect from and after the date of its approval.

Approved this _____day of _____2018.

_____

Presiding Officer and Mayor of the Board of Aldermen

Attest: _____
City Clerk

BILL NO. 18-24

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AMENDING SECTION 210.390 OF THE MUNICIPAL CODE OF THE CITY OF DARDENNE PRAIRIE BY DELETING IT IN ITS ENTIRETY; ENACTING, IN LIEU THEREOF, A NEW SECTION 210.390; AND PROVIDING REGULATIONS PERTAINING TO CONTROLLED SUBSTANCES

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

SECTION 1. That Section 210.390 of the Municipal Code of the City of Dardenne Prairie, Missouri, be and is hereby amended by deleting it in its entirety, and enacting, in lieu thereof, a new Section 210.390, to read as follows:

Section 210.390. Possession or Control of a Controlled Substance; Sale, Distribution or Purchase of Methamphetamine Precursor Drugs.

A. A person commits the offense of possession of a controlled substance if he or she knowingly possesses a controlled substance, except as authorized by Chapter 579, RSMo., or Chapter 195, RSMo.

B. A person commits the offense of unlawful sale, distribution, or purchase of over-the-counter methamphetamine precursor drugs if he or she knowingly:

1. Sells, distributes, dispenses, or otherwise provides any number of packages of any drug product containing detectable amounts of ephedrine, phenylpropanolamine, or pseudoephedrine, or of any of their salts, optical isomers, or salts of optical isomers, in a total amount greater than nine grams to the same individual within a thirty (30) day period, unless the amount is dispensed, sold, or distributed pursuant to a valid prescription; or

2. Purchases, receives, or otherwise acquires within a thirty (30) day period any number of packages of any drug product containing any detectable amount of ephedrine, phenylpropanolamine, or pseudoephedrine, or any of their salts or optical isomers, or salts of optical isomers in a total amount greater than nine grams, without regard to the number of transactions, unless the amount is purchased, received, or acquired pursuant to a valid prescription; or

3. Purchases, receives, or otherwise acquires within a twenty-four-hour period any number of packages of any drug product containing any detectable amount of

ephedrine, phenylpropanolamine, or pseudoephedrine, or any of their salts or optical isomers, or salts of optical isomers in a total amount greater than three and six-tenths grams, without regard to the number of transactions, unless the amount is purchased, received, or acquired pursuant to a valid prescription; or

4. Dispenses or offers drug products that are not excluded from Schedule V in Subsection 17 or 18 of Section 195.017, RSMo., and that contain detectable amounts of ephedrine, phenylpropanolamine, or pseudoephedrine, or any of their salts, optical isomers, or salts of optical isomers, without ensuring that such products are located behind a pharmacy counter where the public is not permitted and that such products are dispensed by a registered pharmacist or pharmacy technician under Subsection 11 of Section 195.017, RSMo.; or

5. Holds a retail sales license issued under Chapter 144, RSMo., and knowingly sells or dispenses packages that do not conform to the packaging requirements of Section 195.418, RSMo.

C. A pharmacist, intern pharmacist, or registered pharmacy technician commits the offense of unlawful sale, distribution, or purchase of over-the-counter methamphetamine precursor drugs if he or she knowingly:

1. Sells, distributes, dispenses, or otherwise provides any number of packages of any drug product containing detectable amounts of ephedrine, phenylpropanolamine, or pseudoephedrine, or any of their salts or optical isomers, or salts of optical isomers, in a total amount greater than three and six-tenth grams to the same individual within a twenty-four hour period, unless the amount is dispensed, sold, or distributed pursuant to a valid prescription; or

2. Fails to submit information under Subsection 13 of Section 195.017, RSMo., and Subsection 5 of Section 195.417, RSMo., about the sales of any compound, mixture, or preparation of products containing detectable amounts of ephedrine, phenylpropanolamine, or pseudoephedrine, or any of their salts, optical isomers, or salts of optical isomers, in accordance with transmission methods and frequency established by the department of health and senior services; or

3. Fails to implement and maintain an electronic log, as required by Subsection 12 of Section 195.017, RSMo., of each transaction involving any detectable quantity of pseudoephedrine, its salts, isomers, or salts of optical isomers or ephedrine, its salts, optical isomers, or salts of optical isomers; or

4. Sells, distributes, dispenses or otherwise provides to an individual under eighteen years of age without a valid prescription any number of packages of any drug product containing any detectable quantity of pseudoephedrine, its salts, isomers, or salts of optical isomers, or ephedrine, its salts or optical isomers, or salts of optical isomers.

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 _____, 2018.

_____
As Presiding Officer and as Mayor

Attest:

_____
City Clerk

Approved this _____ day of _____, 2018.

_____
Mayor

Attest:

_____
City Clerk

BILL NO. 18-09

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, APPROVING THE RECORD PLAT FOR CÓRDOBA, AND AUTHORIZING THE CITY CLERK TO ATTEST AND CERTIFY APPROVAL OF SAID PLAT

WHEREAS, Payne Family Homes, LLC (the "Property Owner"), is the owner of a certain tract of land located within the City of Dardenne Prairie, Missouri; and

WHEREAS, the Property Owner has submitted to the City for review and approval the Record Plat for Córdoba, and the Planning and Zoning Commission has recommended approval of said Plat.

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

SECTION 1. That upon review by the Planning and Zoning Commission and the Board of Aldermen, the City of Dardenne Prairie does hereby approve the Record Plat for Córdoba, received by the City oh April 5, 2018, prepared by Volz Incorporated, referencing Project Number 21333-00, which Plat is on file in the office of the City Clerk and is incorporated by reference herein.

SECTION 2. The City Clerk will maintain a copy of the Plat on file with the City Records and is authorized to attest and certify approval of the Plat.

SECTION 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 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 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 _____, 2018.

_____
As Presiding Officer and as Mayor

Attest:

_____
City Clerk

Approved this _____ day of _____, 2018.

_____
Mayor

Attest:

_____
City Clerk