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

BOARD OF ALDERMEN
WORKSHOP AGENDA
SEPTEMBER 19, 2018
6:00 p.m.

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

ITEMS FOR DISCUSSION AND CONSIDERATION

1. Authorize Contracts with three firms to provide conceptual designs and costs estimates for improvements to the Dardenne Athletic Fields pursuant to Mun. Code 130.150
2. Discussion regarding selection of Financial Institution
3. Presentation by City Engineer regarding sidewalk projects on Stump Road and South Outer Road
4. Short Term Goals (0 – 3 year projects)
5. Long Term Goals (3 – 10 year projects)
6. Review of Board of Aldermen Meeting Agenda (09-19-18)

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: **September 19, 2018**
Regular (X) Work Session (X)
ATTACHMENT: YES (**X**) NO ( )
Contract (**X**) Ordinance (**X**) Other ( )

Request for Board Action
By: Mayor ZUCKER

Ward: All

- **Description: Authorize Contracts with three firms to provide conceptual designs and costs estimates for improvements to the Dardenne Athletic Fields pursuant to Mun. Code 130.150**

Recommendation: Staff – Approve (X) Disapprove ( )

Summary/Explanation:

- **In November 2017 the City agreed to negotiate terms for the acquisition of title to the Dardenne Athletic Fields from the Dardenne Athletic Association (DAA). In order to complete the negotiations by November 30, 2018 the City needs to have a plan for improvements to the facilities and realistic cost estimates. The cost estimates will also help inform the City's judgment regarding the final content of the Parks and Recreation Master Plan being produced by Planning Design Studio.**
- **The Mayor and Staff met with three engineering firms with substantial experience in designing athletic fields and park facilities. Each was invited to submit a proposal to deliver two conceptual plans for the Athletic Fields: (1) for improvements to the existing four acres currently owned by DAA; (2) for improvements to six acres to include the adjoining "bean field" if the City decides to acquire it. Cost estimates are to be provided for both plans.**
- **The idea is to obtain three different conceptual designs and associated cost estimates by October 12 and present to the BOA the staff's recommendation for the conceptual design that offers the best value to the City at the October 17 meeting. If the conceptual design and costs are deemed desirable and affordable the Board may request the firm providing the winning concept to submit a cost proposal to produce the "engineering documents" needed to solicit bids for construction work. The idea is to begin construction in July 2019 after Spring Baseball has wrapped up its season and have work completed in time for Spring Baseball in 2020.**
- **Three proposals were submitted on September 13 by Weiss Design Group proposed its work for $7,000; Cochran Engineering proposed its work for $7020, and a joint venture consisting of BatesForum Studio and Engineering Design Source proposed its work for $6,800**
- **Therefore, the total cost of this undertaking would be $20,820.**

- **Conceptual Plans and estimates are due by October 12 and will be presented to the BOA on October 17.**
- **ACTION REQUESTED: Approve the Ordinances to authorize award of three contracts to Weiss Design Group, Cochran Engineering, and BatesForum, respectively.**
- **FISCAL IMPACT: $20,820 fixed price plus potential reimbursable expenses if any, not to exceed $2000 in total. Funds available for payment may be drawn from the Parks & Storm Water Fund.**

RBA requested by: Mayor Zucker

David Zucker

From: Luke R Kehoe - DP City Engineer <DPCityEngineer@kehoeengineering.com>
Sent: Friday, September 14, 2018 5:28 AM
To: David Zucker
Cc: Blake Nay; Dan Koch; Dave Wandling; John Gotway; Justin Ungerboeck; Kevin Klingerman; Kim Clark; Mathew Dewinters
Subject: Dardenne Athletic Association - Site Improvement Concept Plan Proposals

Mayor,

I have reviewed the three proposals for the subject project. I believe that they are reasonable and will accomplish your plan to obtain a variety of layouts for potential site improvements for consideration by the Planning and Zoning Commission and the Board of Aldermen.

Please let me know when you need any assistance with future reviews.

Luke

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

City of Dardenne Prairie
2032 Hanley Road
Dardenne Prairie, Missouri 63368
DPCityEngineer@KehoeEngineering.com
Tel: (636) 344-0024 Direct
Tel: (636) 561-1718 City Hall
Fax: (636) 898.0923
www.dardenneprairie.org

DARDENNE PRAIRIE

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Total Control Panel Login

To: mayorzucker@dardenneprairie.org Remove this sender from my allow list
From:
dpcityengineer@kehoeengineering.com

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

RBA FORM (OFFICE USE)
MEETING DATE: **September 19, 2018**
Regular (**X**) Work Session (**X**)
ATTACHMENT: YES (**X**) NO ( )
Contract ( ) Ordinance () Other (**X**)

Request for Board Action
By: Mayor

Ward: All

- **Description: Discussion and Resolution regarding selection of a financial institution with which the City may invest cash pursuant to our Investment Policy**

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

- **Summary/Explanation:**
- **The Board of Aldermen adopted an investment policy in May 2018 based on a form published by the Missouri State Treasurer.**
- **The mayor requested rates of return for CDs and Treasuries from five entities (3 banks and 2 national brokerage firms). The rates quoted by those five entities are shown in the attached spread sheet.**
- **Commerce Bank and Charles Schwab offered the best rates of return. Commerce bank, however, charges fees to hold securities and for other transactions. Schwab does not charge fees.**
- **Based on the comparison of the rate quotes, the mayor suggests we move forward to open an account with Schwab through which we can acquire CDs and Treasuries.**
- **Initially, the Reserve amount of $2,000,000 would be placed in a CD @ 3% for 36 months.**
- **The precise amount of additional money to be deposited for CD and Treasury investments would be determined after further analysis of our cash flow requirements through the end of the year.**
- **The rates of return from laddered treasuries at 3, 6, 9, and 12-month maturity dates are provided to illustrate the rates of return currently available.**
- **We would retain checking accounts for our restricted and general funds at First Bank in Dardenne Prairie and would transfer funds from Schwab as needed to pay operating costs and other obligations paid for by restricted funds.**

- **Budget Impact:** (revenue generated, estimated cost, CIP item, etc.)
  Investment of the $2 Mil. Reserve @ 3% would accrue $180,000 in interest as compared to $18,000 @ 0.3%. Additional investments in the range of $2 million for 6 months would accrue about $10,000 in interest compared to $3000 at bank rate interest.

RBA requested by: Mayor Zucker CA: _____

REQUEST FOR RATE QUOTES

City of Dardenne Prairie

Updated 09/05/2018

TOTAL General Fund ($3.7 million)	1st Bank	Schwab#	Commerce Bank*	Reliant	Edward Jones
General Fund $2,000,000 **3 Years** (Per Reserve Policy)	24 Mos @2.2%	3.0% CD	3.0% CD	2.75% CD	3.0% CD
General Fund $1,000,000 **6 months** (Semi-liquid)	1.75%	2.26% Treas.	2.28% Treas.	2.35%	2.10% Treas.
General Fund (Cash) $700,000 **Available in 2 bus. days**		1.60% treasury obligations money fund	0.68%	2.05%	0.5%
TOTAL ALL OTHER FUNDS ($1.1 Mill.)					
Parks & Stormwater Fund $315,000 **3 Months**	1.45%	2.114% Treas.	2.12% Treas.	2.10%	1.90%
Capital Improvement Fund $200,000 **3 Months**					
Other revenue funds $500,000 Shortest term		1.60% treasury obligations money fund	0.68%	2.10/2.05	0.5%

1.

No Fees charged

*Fees charged for acc't maintenance, transactions, interest disbursement, paper reports, and many more

Schwab BondSource®

Fixed Income Offering Sheet

Report prepared on September 14, 2018

Prepared By : Chris Virgilio

Contact Number : 312.517.4102

Prices are based on **50 BONDS**.

CUSIP/ SSID	Max Qty	Description	Coupon	CPN FRQ	Maturity	Price	YTM	YTC	YTW	APY	FDIC ID	Duration
29278TDF4	976	Enerbank Usa Salt La 2.85% CD 09/21/2020	2.85	Monthly	09/21/2020	100.00000	2.850	--	--	2.850	57293	1.941
61747M6E6	14392	Morgan Stanley Bank 2.85% CD 09/21/2020	2.85	Semi-Annual	09/21/2020	100.00000	2.850	--	--	2.850	32992	1.933
61760APX1	17906	Morgan Stanley PrIVa 2.85% CD 09/21/2020	2.85	Semi-Annual	09/21/2020	100.00000	2.850	--	--	2.850	34221	1.933
02007GFB4	7635	ALLY BANK MIDVALE UT 3% CD 09/20/2021	3.0	Semi-Annual	09/20/2021	100.00000	3.000	--	--	3.000	57803	2.845
05580APC2	2720	Bmw Bank North Ameri 3% CD 09/21/2021	3.0	Semi-Annual	09/21/2021	100.00000	3.000	--	--	3.000	35141	2.845
17312QT41	2808	CITIBANK Ntnl ASSOCI 3% CD 09/21/2021	3.0	Semi-Annual	09/21/2021	100.00000	3.000	--	--	3.000	7213	2.845
88413QCC0	1197	Third Federal Saving 3% CD 09/27/2021	3.0	Semi-Annual	09/27/2021	100.00000	3.000	--	--	3.000	30012	2.845
949763UC8	96406	Wells Fargo Bk N A 3.1% CD 09/28/2021	3.1	Monthly	09/28/2021	100.00000	3.100	--	--	3.100	3511	2.860

YTW (Yield to Worst) calculation displays the lower of the Yield to Maturity or Yield to a Stated Call date. This calculation does not include other potential returns on investment resulting from other types of calls such as extraordinary or other special redemptions, which may result in a lower return than the stated YTW. The securities listed herein are subject to availability. All prices are subject to change without prior notice. The information is obtained from sources believed to be reliable; however, its accuracy or completeness is not guaranteed. This report and the information contained herein is not intended to be used as the sole basis for investment decisions and it is not a recommendation by Schwab to buy, hold, or sell any specific security or to engage in any specific strategy unless otherwise expressly stated by a Schwab representative. Charles Schwab & Co., Inc. and its affiliates, employees, and/or directors may hold positions in the bonds shown herein.Certificates of Deposit available through Schwab CD One Source typically offer a fixed rate of return,although some offer variable rates. They are FDIC insured and are offered through Charles Schwab & Co., Inc.

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Own your tomorrow.

Schwab BondSource®

Fixed Income Offering Sheet

Report prepared on September 14, 2018

Prepared By : Chris Virgilio

Contact Number : 312.517.4102

Prices are based on **50 BONDS**.

CUSIP/ SSID	Moody	S&P	Max Qty	Description	Coupon	CPN FRQ	Maturity	Price	YTM	YTC	YTW	Duration
912796QP7			19994	US Treasury BILL 12/20/2018	0.0	---	12/20/2018	99.45383	2.132	--	--	
912796RB7			10000	US TREAS BILL 03/14/2019	0.0	---	03/14/2019	98.88583	2.310	--	--	0.489
912796QM4			20000	US Treasury BILL 06/20/2019	0.0	---	06/20/2019	98.18783	2.433	--	--	0.752
912796RA9			10000	US TREAS BILL 09/12/2019	0.0	---	09/12/2019	97.53283	2.549	--	--	0.976

YTW (Yield to Worst) calculation displays the lower of the Yield to Maturity or Yield to a Stated Call date. This calculation does not include other potential returns on investment resulting from other types of calls such as extraordinary or other special redemptions, which may result in a lower return than the stated YTW. The securities listed herein are subject to availability. All prices are subject to change without prior notice. The information is obtained from sources believed to be reliable; however, its accuracy or completeness is not guaranteed. This report and the information contained herein is not intended to be used as the sole basis for investment decisions and it is not a recommendation by Schwab to buy, hold, or sell any specific security or to engage in any specific strategy unless otherwise expressly stated by a Schwab representative. Charles Schwab & Co., Inc. and its affiliates, employees, and/or directors may hold positions in the bonds shown herein.Certificates of Deposit available through Schwab CD One Source typically offer a fixed rate of return,although some offer variable rates. They are FDIC insured and are offered through Charles Schwab & Co., Inc.

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Investment Management

All Information as of **June 30, 2018** unless otherwise indicated

Investor Shares **SNOXX** | Sweep Shares **SNTXX**

Schwab Treasury Obligations Money Fund™

(Sweep Shares closed to new accounts as of October 24, 2013)

Investment objective

The Fund's goal is to seek current income consistent with stability of capital and liquidity. The Fund's investment objective is not fundamental and therefore may be changed by the Fund's board of trustees without shareholder approval.

Fund highlights

- Seeks to generate current income while maintaining liquidity
- Typically invests in securities backed by the full faith and credit of the U.S. government and repurchase agreements backed by such investments
- Actively managed, benefiting from extensive credit research and professional money management

Portfolio managers

Linda Klingman, Vice President
Head of Taxable Money Market Strategies

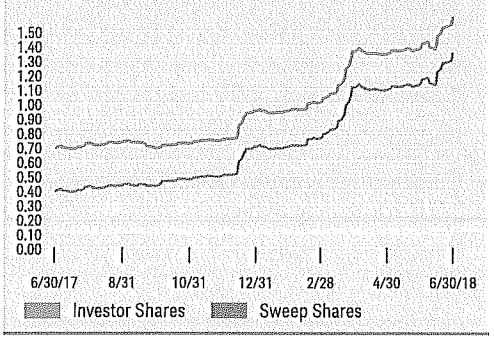
Lynn Paschen, Managing Director, Senior Portfolio Manager

Nicole Perret-Gentil, Portfolio Manager

Yields as of 6/30/18

	Investor Shares	Sweep Shares
7-Day Yield (with waivers)[1]	1.60%	1.35%
7-Day Yield (without waivers)[1]	1.45%	1.30%

Seven-day average yield trend for the previous 12 months



Fund details

Total portfolio net assets	$4,840,651,374	
Number of holdings	25	
Distribution frequency	Monthly	
	Investor Shares	**Sweep Shares**
Share class net assets	$4,411,381,034	$429,270,340
Inception date	04/24/12	06/05/12
Loads/12b-1 fees	None	None
Gross expense ratio[2,3]	0.50%	0.65%
Net expense ratio[2,3]	0.35%	0.60%
Minimum initial investment	None[4]	None[5]
Minimum subsequent investment	None[4]	$1
Minimum balance	None	None[5]

Fund characteristics as of 6/30/18

Weighted average maturity[7]	9 days
Weighted average life[8]	9 days
Daily liquidity	68.8%
Weekly liquidity	100.0%

Performance (%) as of 6/30/18	Cumulative		Annualized			
	Year to Date	3 Months	1 Year	3 Years	5 Years	Since Inception
Investor Shares	0.61	0.35	0.99	0.41	0.25	0.20
Sweep Shares[6]	0.48	0.29	0.72	0.26	0.16	0.13
iMoneyNet Treasury & Repo Category™	0.59	0.34	0.94	0.40	0.24	–

Annual total returns[6] (%) as of 12/31

	2013	2014	2015	2016	2017
Investor Shares	0.01	0.00	0.00	0.06	0.58
Sweep Shares	0.01	0.00	0.00	0.01	0.30

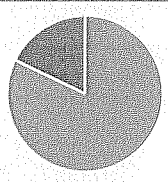
Performance data quoted represents past performance and is no guarantee of future results. Current performance may be lower or higher. Visit schwab.com/yields for more current yield information. Performance figures on this sheet assume dividends and distributions were reinvested.

Important investment concerns

You could lose money by investing in the Schwab Money Funds. All Schwab Money Funds, with the exception of Schwab Variable Share Price Money Fund, seek to preserve the value of your investment at $1.00 per share, but cannot guarantee they will do so. All Schwab Money Funds with the exception of Schwab Government Money Fund™, Schwab U.S. Treasury Money Fund™, Schwab Treasury Obligations Money Fund™, Schwab Government Money Market Portfolio™, and Schwab Retirement Government Money Fund™ may impose a fee upon the sale of your shares or may temporarily suspend your ability to sell shares if the Fund's liquidity falls below required minimums because of market conditions or other factors. An investment in the Schwab Money Funds is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The Schwab Money Funds' sponsor has no legal obligation to provide financial support to the Funds, and you should not expect that the sponsor will provide financial support to the Funds at any time.

See reverse side for additional information.

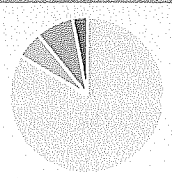
Portfolio composition by security type[9]
(% of portfolio) as of 6/30/18



82.1	Repurchase Agreement Treasury 82.1
17.9	Treasury Debt

Percentage of variable rate securities – 0.0%

Portfolio composition by effective maturity[7, 10]
(% of portfolio) as of 6/30/18



83.5	1-7 days
5.6	8-30 days
7.8	31-60 days
3.2	61-90 days

Top 10 holdings (security type, issuer, effective maturity date) (% of portfolio) as of 6/30/18

Treasury Repurchase Agreement, BNP PARIBAS SA, 7/2/2018	10.86
Treasury Repurchase Agreement, CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK SA, 7/2/2018	10.32
Treasury Repurchase Agreement, WELLS FARGO SECURITIES LLC, 7/2/2018	9.99
Treasury Repurchase Agreement, BARCLAYS BANK PLC, 7/3/2018	7.43
Treasury Repurchase Agreement, BARCLAYS BANK PLC, 7/5/2018	6.19
Treasury Repurchase Agreement, BANK OF MONTREAL, 7/2/2018	6.11
Treasury Debt, UNITED STATES TREASURY, 7/31/2018	5.69
Treasury Repurchase Agreement, JP MORGAN SECURITIES LLC, 7/5/2018	5.16
Treasury Repurchase Agreement, BANK OF NOVA SCOTIA, 7/2/2018	5.00
Treasury Repurchase Agreement, JP MORGAN SECURITIES LLC, 7/2/2018	4.64
TOTAL	**71.39**

Find out more today

For more information, please visit www.schwabfunds.com.

Investors should consider carefully information contained in the Fund's prospectus, or if available, the summary prospectus, including investment objectives, risks, charges and expenses. You can view and download a prospectus by visiting www.schwabfunds.com/schwabfunds_prospectus. Please read the prospectus carefully before investing.

All data on this fact sheet is unaudited.

[1] The 7-Day Yield is the average income paid out over the previous seven days assuming interest income is not reinvested and it reflects the effect of all applicable waivers. Absent such waivers, the fund's yield would have been lower. The 7-Day Yield (without waivers) is the yield without the effect of all applicable waivers.

[2] The investment adviser and its affiliates have agreed to limit the total annual fund operating expenses as stated in the prospectus (contractual expense limitation) for so long as the investment adviser serves as the adviser to the Fund. This agreement may only be amended or terminated with the approval of the Fund's Board of Trustees. The limitation excludes any interest, taxes and certain non-routine expenses, which may result in the Fund incurring total annual fund operating expenses above the limitation. This figure may differ from that presented in the Fund's shareholder report.

[3] In addition to the contractual expense limitation discussed in the prospectus, the investment adviser and/or its affiliates may voluntarily waive and/or reimburse expenses in excess of their current fee waiver and reimbursement commitment to the extent necessary to maintain a non-negative net yield (voluntary yield waiver).

[4] The Fund's Investor Shares have no initial investment minimum; however, Schwab systems require a minimum of $1 per trade. Each minimum must be met at the individual client account level.

[5] Eligibility for Sweep Shares is subject to the terms and conditions of the shareholders account agreement, as amended from time to time.

[6] Fund expenses may have been partially absorbed by Charles Schwab Investment Management (CSIM) and its affiliates. Without these reductions, the Fund's returns and yield would have been lower. Performance does not reflect the deduction of taxes that a shareholder would pay on fund distributions or the redemption of fund shares.

[7] Money funds must maintain a dollar-weighted average maturity of no longer than 60 days, and cannot invest in any security whose effective maturity is longer than 397 days (approximately 13 months).

[8] Money funds must maintain a dollar-weighted average life of no longer than 120 days.

[9] Portfolio holdings and composition are as of the date shown and may not represent current or future holdings and are not a recommendation of individual securities. May include such items as cash, open and pending trades. Portfolio composition is calculated using the par value of investments.

[10] Maturity shown is the date the interest rate on those securities is reset, or the date those securities can be redeemed through demand.

iMoneyNet U.S. Treasury & Repo Retail Category Includes only retail government funds that hold U.S. Treasuries and repurchase agreements backed by U.S. Treasury securities.

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

BOARD OF ALDERMEN
MEETING AGENDA
SEPTEMBER 19, 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 09-05-18
2. Workshop Summary 09-05-18
3. Expenditures for Approval 09-19-18
4. Treasurer's Report – As of August 31, 2018

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. Conditional Use Permit Application for Lot 2 of Dardenne Prairie Professional Park from Applicant Buescher Ditch & Associates, Inc. and Contract Purchaser/Developer Rondale Court Plaza, LLC.

4. 2018 Ad Valorem Tax Levy

NEW BUSINESS

1. **BILL #18-29**
   AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE CONTRACTS WITH COCHRAN ENGINEERING, WEISS DESIGN GROUP, AND BATESFORUM FOR PREPARATION OF CONCEPTUAL PLANS FOR IMPROVEMENTS TO THE DARDENNE ATHLETIC FIELDS IN THE CITY OF DARDENNE PRAIRIE.

2. **BILL #18-30**
   AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, APPROVING A CONDITIONAL USE PERMIT FOR PROPERTY ZONED C-2, GENERAL COMMERCIAL, AND LOCATED AT 1000-1020 RONDALE COURT; AND APPROVING A SITE PLAN FOR THE SAME

3. **BILL #18-31**
   AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AMENDING SUBSECTION C OF SECTION 405.195 OF THE MUNICIPAL CODE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, BY DELETING IT IN ITS ENTIRETY, AND ENACTING, IN LIEU THEREOF, A NEW SUBSECTION C OF SECTION 405.195; AND REGULATING USES IN THE C-3 RETAIL COMMERCIAL DISTRICT

4. **BILL #18-32**
   AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, ESTABLISHING THE AD VALOREM TAXES FOR ALL REAL AND TANGIBLE PERSONAL PROPERTY WITHIN THE CITY OF DARDENNE PRAIRIE, FOR THE PERIOD OF JANUARY 1, 2018 TO DECEMBER 31, 2018

5. **BILL #18-33**
   AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AMENDING SECTION 210.300 OF THE MUNICIPAL CODE OF THE CITY OF DARDENNE PRAIRIE BY DELETING IT IN ITS ENTIRETY; ENACTING, IN LIEU THEREOF, A NEW SECTION 210.300; AND PROVIDING REGULATIONS PERTAINING TO TARGET SHOOTING OR DEER HUNTING WITH A BOW OR CROSSBOW

6. **RESOLUTION # 310**
   A RESOLUTION OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, TO SELECT A FINANCIAL INSTITUTION WITH WHICH TO INVEST THE CITY'S FUNDS PURSUANT TO THE CITY'S INVESTMENT POLICY

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 **SEPTEMBER 5, 2018**

The City of Dardenne Prairie Board of Aldermen meeting was called to order at 7:20 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 Koch, Klingerman, Gotway, Ungerboeck, Nay and Wandling. Also present were City Clerk Kim Clark, City Engineer Luke Kehoe and City Attorney John Young.

CONSENT AGENDA

1. Board of Aldermen Minutes 08-15-18
2. Workshop Summary 08-15-18
3. Expenditures for Approval 09-05-18 - $378,745.63
4. August 7, 2018 Certified Election Results
5. Bryan Road Community Improvement District 2019 Preliminary Budget
7. Partial Release of Escrow to Pulte Homes for Chestnut Creek - $1,306,533.01
8. Retention Release – Final paid to Amcon Municipal Concrete, LLC - $13,260.64

With no objections, item #6 was removed and the remainder of the consent agenda was approved.

ITEMS REMOVED FROM CONSENT AGENDA

6. Master Sign Plan – Payne Family Homes – Cordoba

Mr. Cummings of Payne Family Homes was in attendance to discuss.

A motion was made by Alderman Nay, Seconded by Alderman Gotway to approve the Master Sign Plan. 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.

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

A motion was made by Alderman Ungerboeck, Seconded by Alderman Wandling to postpone the public hearings. Motion passed unanimously.

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

A motion was made by Alderman Klingerman, Seconded by Alderman Gotway to table Bill #18-09. Motion passed unanimously.

STAFF COMMUNICATIONS
Alderman Ungerboeck mentioned the condition of the ballfields.
Alderman Wandling mentioned a requested amendment to the bow hunting regulations.

ADJOURNMENT

With no objections, the meeting was adjourned at 7:55 p.m.

Respectfully submitted,

_____
Kim Clark, City Clerk

WORKSHOP SUMMARY **SEPTEMBER 5, 2018**

The City of Dardenne Prairie workshop session was called to order at 6:00 p.m.
The meeting was held at Dardenne Prairie City Hall located at 2032 Hanley Road.

The meeting was opened with the Pledge of Allegiance.

The following were in attendance: Mayor Zucker, Aldermen Wandling, Koch, Klingerman, Nay & Gotway. Alderman Ungerboeck arrived at approximately 7:10 p.m. Also present were City Clerk Kim Clark, City Engineer Luke Kehoe and City Attorney John Young.

ITEMS FOR DISCUSSION AND CONSIDERATION

1. Discussion of Entities with which the City may invest cash pursuant to our Investment Policy
2. Short Term Goals (0 – 3 year projects)
3. Long Term Goals (3 – 10 year projects)
4. Review of Board of Aldermen Meeting Agenda (09-05-18)

STAFF COMMUNICATIONS

City Engineer Kehoe mentioned a letter received from Payne Homes regarding their master sign application.
Alderman Koch introduced the president of the Westborough HOA who has concerns regarding Airbnbs operating within the City and the condition of the city streets.
Alderman Klingerman mentioned the city limit sign that was removed on Post Road and has not been reinstalled.
Mayor Zucker mentioned the following:

The need for volunteers at Prairie Day on 9/22
1 year anniversary of Sephora at JC Penney on Saturday @ 10:00 a.m.
Post Dispatch article on Single Stream Recycling
Dardenne Athletic Association property acquisition

ADJOURNMENT

With no objections, the meeting was adjourned at 7:15 p.m.

Respectfully submitted,

_____
Kim Clark, City Clerk

EXPENDITURES FOR APPROVAL
9/19/2018

1	Ameren	Street Lights	51.04
2	Ameren	Street Lights	102.92
3	Childs Tire	Tires for Silverado	811.00
4	County Land Maintenance	Grass Applications	1,297.00
5	Extreme Electrical	Electrical Repair	1,047.28
6	First Bank	Credit Card Charges	2,106.75
7	GFI Digital	Copies	41.25
8	Hamilton Weber	August, 2018	7,316.50
9	Hoff Heating & A/C	Repairs	2,840.00
10	Insurance: FCL Dental	Dental:October, 2018	499.42
11	Kehoe Engineering	Reimbursable Engineering: August, 2018 (85%)	6,353.92
12	Kehoe Engineering	Engineering: August, 2018	9,151.44
13	Kone, Inc.	Quarterly Elevator Maintenance	444.78
14	LAGERS	August, 2018	3,091.37
15	Martin Trophy	Name Plate & Badge	28.00
16	Office Essentials	Office Supplies	13.98
17	Parks: Connie Throneberry	Senior Event Cancellation Refund	65.00
18	Parks: Proactive Print Services	Prairie Day Mailer	650.00
19	Parks: Ruth Hall	Senior Event Cancellation Refund	130.00
20	Parks: Various Umpires	Umpires	1,042.50
21	Pass Security	System Monitoring	195.00
22	Planning Design Studio	Billing #5 - Parks Master Plan	5,250.00
23	PWSD #2	Water to 8/21/18	1,088.99
24	R & R Contracting	Porta Potties to 10/3	276.00
25	Rottler Pest Control	Quarterly Pest Control	99.00
26	St. Louis Post Dispatch	Public Hearing Notices	1,286.64
27	St. Lukes Workplace	New Employee Screening	52.00
28	Superior Elevator	Annual Safety Inspection	170.00
29	Thoele	Gasoline Charges to 8/30/18	739.50
30	UMB Bank, NA	September, 2018 TDD Sales Tax Payment	33,411.74
31	United Printing Consultants, Inc.	Business Cards: Potts	95.00
			79,748.02

Approved by Board of Aldermen 9-19-18

Mayor David C. Zucker

TREASURER'S REPORT

As of August 31, 2018

Special Revenue Fund	78,558.01
General Fund	3,909,296.73
Parks & Storm Water Fund	315,982.73
Capital Improvement Sales Tax Fund	266,936.47
Municipal Bond Account	3,941.64
Escrow/Bond Account	72,788.28
Petty Cash	100.00
Cash Drawer	200.00
TOTAL	**4,647,803.86**

Bryan Road NID Bond Fund	138,698.50
Bryan Road NID Bond Reserve Fund	122,044.03

Respectfully submitted,

Kim Clark

Kim Clark
City Clerk/Treasurer

BILL NO. 18-29

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE CONTRACTS WITH COCHRAN ENGINEERING, WEISS DESIGN GROUP, AND BATESFORUM FOR PREPARATION OF CONCEPTUAL PLANS FOR IMPROVEMENTS TO THE DARDENNE ATHLETIC FIELDS IN THE CITY OF DARDENNE PRAIRIE.

WHEREAS, in November 2017 the City of Dardenne Prairie executed the Third Amendment to the Ground Lease Agreement with the Dardenne Athletic Association in which the parties agreed to negotiate terms by which ownership of certain property would be conveyed to the City, such negotiations to be completed by November 30, 2018.

WHEREAS, in preparation for completing the negotiations with the Dardenne Athletic Association the City needs to develop a conceptual plan and a realistic cost estimate for the necessary and desirable improvements to the athletic fields.

WHEREAS, the preparation of such plan and cost estimates for the athletic fields would also serve to inform the judgment of the City as it finalizes its Parks and Recreation Master Plan, currently being formulated and as it considers whether to acquire additional ground for development.

WHEREAS, the City solicited proposals from three firms with experience in the planning and development of parks and athletic facilities to provide the City with conceptual plans and cost estimates.

WHEREAS, the City informed the firms that their conceptual plans and cost estimates would be evaluated and the conceptual plan offering the best value to the city would be selected and, if the City decided to move forward with that conceptual plan, the offeror of that conceptual plan would be solicited to propose a follow-on contract to prepare engineering documents, specifications, and other documents necessary to solicit bids for a construction contract.

WHEREAS, the Mayor conducted discussions with Cochran Engineering, Weiss Design Group, and BatesForum, and thereafter received proposals from each of them.

WHEREAS, the proposals to provide conceptual plans and cost estimates for each from the three offerors are deemed by City Staff to be fair and reasonable and to provide good overall value to the City, and

WHEREAS, the Board of Aldermen finds and determines that it is in the best interest of the citizens of Dardenne Prairie to accept the proposals from Cochran Engineering, Weiss Design Group, and BatesForum.

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

SECTION 1. That the proposals submitted by Cochran Engineering, Weiss Design Group, and BatesForum, each dated September 13, 2018, copies of which are attached hereto as **Exhibits A, B & C, respectively** and incorporated by reference herein, be and are hereby accepted by the Board of Alderman of the City of Dardenne Prairie, Missouri as proposals deemed fair and reasonable by the City.

SECTION 2. That the form, terms, and provisions of the three proposals attached hereto, marked as **Exhibits A, B, & C, respectively**, 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 forms attached hereto.

SECTION 3. That the Mayor be and is hereby authorized to make expenditures for the services listed on **Exhibits A, B & C, respectively**, copies of which are attached hereto and incorporated by reference herein, in the amounts 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 19th of September 2018.

_____
As Presiding Officer and as Mayor

Attest:

_____
City Clerk

Approved this 19th day of September 2018.

_____
Mayor

Attest:

_____
City Clerk

EXHIBIT A

[Attach Bid]

September 13, 2018

Mr. Mathew DeWinters
City of Dardenne Prairie
2031 Hanley Road
Dardenne Prairie, MO 63368
Ph: 636-755-5308
Email: mathew@dardenneprairie.org

RE: Proposal for Professional Services
2080 Hanely Road, Athletic Field/Park Improvements (Conceptual Design)
Dardenne Prairie, Missouri

Dear Mr. DeWinters:

Thank you for giving Cochran the opportunity to submit this proposal to provide professional services for the above referenced project. In accordance with your request, we offer the following professional services:

SCOPE OF WORK:

1. **Phase 1: Conceptual Design:**

Provide conceptual colored site plans. Each concept to include the following elements:

a. Minimum of (3) three softball/baseball fields
b. 30'x50' Restroom building with storage and concession capability
c. 20'x30' Maintenance building
d. Plaza Area connected to the Restroom building for seating and gathering during events and games
e. Sidewalk connection to existing City Hall property
f. Parking lot

We propose 3 different design solutions for the proposed properties as described below:

a. *Option A*:
   i. This option will keep the existing large fields on the property but reduce the amount of infield and utilize a temporary fence solution.
   ii. The smaller field will be relocated to the Northwest corner of the property
   iii. Existing parking area will be consolidated and provide parking for 30-50 vehicles
   iv. Restrooms, concessions, and plaza to be moved to a central location previously used for the small field.
   v. If adjacent property is purchased, an additional small field can be developed and also be connected to the centralized facilities.
   vi. A new sidewalk connection will be added to the East to connect to the existing City Hall property

b. *Option B*:
   i. A Triplex layout will be used for the softball/baseball fields with a 300'+/- field in the Northeast corner
   ii. (2) Two small softball/baseball fields will be located in the expansion property
   iii. Restrooms, Concessions, and plaza will be centrally located in the middle of the Triplex infields.
   iv. Parking will be reworked to fit in the Southwest corner.

Initials_____

c. *Option C*: This layout will be a complete rework of all elements currently located on the site but will utilize the current property as well as the expansion property. The idea of the concept plan is there would be a complete rework of the entire facility.

d. Provide Cost Estimates for each design concept presented.

SERVICES NOT INCLUDED:

1. ALTA/Boundary/Topographic/Easement Survey
2. Civil Construction Documents
3. Architectural & MEP Development & Documents
4. Bidding Services
5. Geotechnical/Environmental Services
6. Construction Survey Services
7. Construction Materials Testing/Inspection
8. Design of Improvements to Hanley Road
9. Retaining Wall Design
10. Construction Administration such as shop drawing review, pre-construction meeting, site visits during construction, review of pay requests, preparation and distribution of clarification documents and interpretations for contractors, punchlist, etc.
11. Research and Permit Fees
12. Landscaping Plans
13. Any Value Engineering items required for budget reduction after bid opening
14. Signage design and selections
15. As-built documents
16. Public Meetings
17. Any additional site amenities such as dugouts, additional maintenance buildings, playgrounds, site furnishings, pavilions, etc.

CLIENT'S RESPONSIBILITY:

The Client shall give prompt and thorough consideration to all sketches, drawings, bid documents and other documents laid before him. Prompt decisions will be required if project is to proceed on schedule.

FEES:

The amount of fees to be charged for the professional services listed above shall be a Lump Sum **$7,020.00.**

- Any tasks in addition to those specifically described above, including meeting time, construction coordination/administration, construction inspection, site visits, construction observation reports, etc. will be billed as extras on a time and materials basis.
- Reimbursable Expenses – Mileage, administrative, research/records/recording fees, application processing, courier, in-house and out-of-house printing charges, and postage/shipping, etc. are not included in the above fees and will be billed to the Client at cost. Reimbursable expenses are estimated at $**100.00**.

PAYMENT:

1. An invoice for progress payments will be submitted monthly during the performance period of this contract for professional services rendered. It is agreed that monthly progress payments for fees earned under this agreement are due and payable within fifteen (15) days of submission of invoices. Any invoices remaining unpaid beyond fifteen (15) days will accrue interest at the rate of one and one-half (1½%) per month on the unpaid balance.

Initials_____

2. It is further understood that if the project is abandoned, or if any work being performed is suspended in whole or in part prior to the completion of any phase, payment will be due in direct proportion to the amount of work accomplished.

3. In addition, payment will be due for all reimbursable expenses incurred prior to receipt of written notice or such abandonment or suspension.

TIME OF PERFORMANCE:
We will make every effort to complete the project within the Owner's time frame and according to schedule. Cochran will not, however, be responsible for delays caused by events beyond our control.

TERMS AND CONDITIONS:
Attached to this proposal is a copy of the Cochran Standard Terms and Conditions. These terms and conditions shall apply to this proposal for professional services, which can also serve as a letter agreement. This document is enclosed for your review and reference.

GENERAL:
Cochran's reputation is based on understanding and meeting all the project objectives of our clients. We look forward to having an opportunity to demonstrate that responsiveness by providing timely and cost effective professional services.

If you would like to authorize Cochran to perform the professional services outlined in this proposal, please indicate your acceptance of the terms of this letter agreement by signing in the space provided below **AND** initialing **ALL** other pages. Return one (1) copy for our contract files.

If you have any questions or changes regarding this proposal, please contact me at 636-332-4574.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED AT COCHRAN'S OPTION.

Sincerely,

Eric S. Kirchner, P.E.
Senior Project Manager
Cochran

Acceptance:
City of Dardenne Prairie

By: _____

Title: _____

Date: _____

Attachments: Charge-Out Rates
Cochran Standard Terms & Conditions

CHARGE-OUT RATES

Effective January 1, 2016

TITLE	CHARGE-OUT PER HOUR
Principal	$140.00
Engineer 1	$125.00
Engineer 2	$115.00
Engineer 3	$110.00
Engineer 4	$ 95.00
Engineer 5	$ 80.00
Senior Manager	$ 85.00
Senior Drafter	$ 80.00
Drafter/Tech 1	$ 80.00
Drafter/Tech 2	$ 70.00
Drafter/Tech 3	$ 55.00
Surveyor 1	$ 100.00
Surveyor 2	$ 90.00
Surveyor 3	$ 75.00
Surveyor 4	$ 60.00
Surveyor 5	$ 50.00
Survey Crew (2 man)	$140.00
Survey Crew (1 man)	$115.00
Administration	$ 50.00

Initials: _____

COCHRAN STANDARD TERMS AND CONDITIONS

1. Unless expressly stated in the attached proposal letter ("Proposal"), the Proposal must be accepted in writing within thirty days or the Proposal is void and unenforceable.

2. The acceptance of the Proposal is conditioned upon these Terms and Conditions and the terms of the Proposal, which shall be the only terms and conditions applicable to any agreement between Cochran and Client. Requesting performance of the work by Cochran, sending a notice to proceed with the work, or an acknowledgment of the Proposal by the issuance of a purchase order by Client, notwithstanding any terms additional to or different from those contained herein, shall be deemed to be an acceptance of these Terms and Conditions by Client.

3. The Proposal and these Terms and Conditions constitute the entire agreement ("Contract") between Cochran and the Client for the services identified in the Proposal. All prior proposals, negotiations, representations, recommendations, statements or agreements made or entered into prior to or contemporaneously with this Contract, whether oral or in writing, are superseded by this Contract unless they are expressly incorporated herein by reference. Any terms contained in any communication from Client which are inconsistent with the Contract shall not be binding upon Cochran.

4. Cochran may submit invoices on not less than a monthly basis. Cochran's invoices are due and payable within fifteen (15) days of the submission of each invoice. Interest will accrue at the rate of one and one-half percent (1.5%) per month on all unpaid invoices from the date payment was due. In the event that Client disputes an invoice, Client will pay the undisputed portion of the invoice and provide a written explanation to Cochran of the basis for Client's dispute. If Client fails to pay in full any of Cochran's invoices, Cochran may immediately, without waiving any other rights it may have, suspend work pending resolution of the payment dispute. Client's failure to pay any of Cochran's invoices in full shall be considered a material breach of this Contract.

5. Unless specifically stated to the contrary in the Proposal, reimbursable expenses are in addition to the amounts identified for Cochran's fees for basic and additional services. Reimbursable expenses shall include, but are not limited to: Client-authorized out-of-town travel, transportation, and subsistence expenses; fees paid for securing approval of jurisdictional authorities; postage, courier, or other delivery fees; material costs for models, mock-ups, or other presentation media; photographic film and development expenses.

6. This Contract is binding upon the heirs, successors and assigns of the parties hereto and may not be assigned by either party without the prior written consent of the other party.

7. Nothing in this Contract is intended to create any enforceable third party rights against Client or Cochran.

8. Cochran will perform all of its services consistent with that degree of skill and learning ordinarily used under the same or similar circumstances by the members of Cochran's profession working in the same locale.

9. If, and to the extent that Cochran's scope of work includes construction phase services, any such services shall be provided in accordance with and governed by the applicable terms of AIA Document A201 General Conditions of the Contract for Construction, 2007 Edition ("General Conditions") If there is a conflict between the General Conditions and this Contract, this Contract will control.

10. When making any interpretation or decision as required by the General Conditions, Cochran will not show partiality to any party, and shall not be liable for interpretations or decisions rendered in good faith.

11. Cochran has no responsibility or obligation to supervise or direct the work activities of the Client's employees and representatives, or any construction contractors, sub-contractors or any of their employees, or other persons not employed by Cochran.

12. Cochran will abide by any job-site safety programs identified in writing by the Client but will not be responsible for job-site safety of any persons not directly employed by Cochran.

13. Cochran has no responsibility or obligation with respect to the construction means, methods, sequencing or procedures of any construction contractors, sub-contractors or any of their employees.

14. Cochran is not responsible for the failure of any contractor to perform work properly and in accordance with any applicable documents, plans, specifications, codes or standards.

15. Cochran is not responsible for the identification of unsafe conditions, nor for the identification, handling, or removal of hazardous and/or toxic substances found on or brought to the site. Prior to the start of work, the Client shall disclose and identify in writing to Cochran, to the best of Client's knowledge, all hazardous and/or toxic substances located on the site. Client agrees to defend, indemnify and hold Cochran harmless from and against all claims, demands and liabilities of any kind or nature resulting from any hazardous and/or toxic substances that are found on the site and which were not identified by Client – even if not known by Client.

16. Cochran will have no obligation to commence its work until receipt of a written notice-to-proceed from Client and all other information required to be provided by Client. Cochran shall complete its work within any time limits identified in the Proposal. Cochran shall be entitled to an extension of time for performance of its work due to any delays that are due to any cause beyond Cochran's reasonable control. In no event will Client be entitled to any costs, losses, expenses or damages (including, but not limited to, claims or damages attributable to home office overhead costs, loss of profits, loss of business opportunities and/or additional financing costs) as a result of any delay caused or attributable to Cochran.

17. Cochran and Client waive any and all claims against each other for consequential, indirect, incidental and special damages arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work; including, but not limited to, lost profits, loss of business, financing costs, extended home office overhead and similar types of damages.

18. Provided that written notice of a material breach of this Contract has been provided to the defaulting party and the defaulting party has failed to cure or taken reasonable efforts to cure its default within seven (7) calendar days of its receipt of the notice, the non-defaulting party may terminate this Contract by sending notice of termination to the defaulting party.

19. If the Contract is terminated for any reason not attributable to Cochran, Client will pay for the work performed by Cochran up to the date of termination plus all of Cochran's costs related to the termination (e.g., close-out costs, costs of terminating contracts with consultants, etc.).

20. In the event that there are any changes in applicable laws, codes or regulations after the Contract is executed that result in the need for Cochran to perform additional services and/or incur additional costs, Client shall pay Cochran for said services and costs at the rates set forth in the Proposal.

21. All documents and electronic media produced by Cochran under this Contract ("Instruments of Service") shall remain the property of Cochran, and Cochran shall retain all rights to the same, including copyrights, and they may be used by the Client only for the project identified in the Proposal. In the event of the termination of this Contract, the Client shall return the Instruments of Service to Cochran, and the Instruments of Service may not be used by the Client or a third party to complete the project without the written consent of Cochran.

22. Client and Cochran waive all rights against each other, any contractors and other professionals, and any of their respective consultants, contractors, suppliers, subcontractors, agents and employees, for damages caused by perils to the extent covered by insurance, except such rights as they may have to the insurance proceeds.

23. This Contract and the rights of the parties shall be governed by the laws of the State of Missouri.

24. Any claims, disputes, or other matters in question arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work, at Cochran's sole election and discretion, shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the AAA. A demand for arbitration must be made within a reasonable time, and before the expiration of the applicable statute of limitations. Unless it consents in writing, Cochran may not be joined in any other arbitration involving the same project. The arbitration shall be held where the project is located.

25. In the event of any dispute, claim, arbitration or litigation arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work, the prevailing party shall be awarded its attorney's fees, expert witness fees, expenses, arbitration fees and expenses, and court costs at the trial and all appellate levels; including costs and fees related to collection efforts. Determination of which party prevailed shall be made by the judge or arbitrator(s). The determination shall be made by reviewing the claims resolved at trial or arbitration (which excludes any claims resolved prior to the taking of evidence), and then determining which party achieved the greater success by quantifying the amounts awarded the party recovering damages or obtaining relief and comparing that result to the relief and/or damages requested by that party at the trial or arbitration. If that party received less than 50% of the relief and/or damages it sought, then the other party prevailed. If that party receives more than 50% of the relief and/or damages it sought, then it prevailed. The judge or arbitrator(s) may consider the percentage of recovery when determining the amount of fees and expenses to be awarded to the prevailing party. If more than one claim is presented, then the judge or arbitrator(s) may elect to evaluate who is the prevailing party on a claim by claim basis, or in the aggregate as they deem appropriate. In making the determination of which party prevailed, the judge or arbitrator(s) shall take into consideration any settlement offers or demands made prior to trial or arbitration.

26. **THE TOTAL LIABILITY OF COCHRAN AND ANY OF COCHRAN'S CONSULTANTS FOR ANY ACTIONS, DAMAGES, CLAIMS, DEMANDS, JUDGMENTS, LOSSES, COSTS, OR EXPENSES (INCLUDING ATTORNEY'S FEES AND COURT OR ARBITRATION COSTS AND FEES) ARISING OUT OF OR RESULTING FROM COCHRAN'S OR ITS CONSULTANTS' NEGLIGENT ACTS, ERRORS, OMISSIONS OR BREACHES OF CONTRACT IS LIMITED TO THE LESSER OF THE CONTRACT PRICE OR THE AMOUNT OF PROFESSIONAL LIABILITY INSURANCE MAINTAINED BY COCHRAN AND AVAILABLE TO PAY SAID CLAIM. THIS LIMITATION OF LIABILITY IS APPLICABLE TO ALL CLAIMS THAT MAY BE ASSERTED AGAINST COCHRAN OR ITS CONSULTANTS ARISING OUT OF OR RELATING TO THE PROJECT OR THIS CONTRACT, WHETHER THE CLAIMS ARISE IN CONTRACT, TORT, STATUTE, OR OTHERWISE.**

EXHIBIT B

Weis Design Group
ENGINEERS / ARCHITECTS / PLANNERS
5291 Fifth Street, Cottleville, MO 63304
636.207.0832 (O) | 636.207.0328 (F)
www.weisdesigngroup.com | lweis-smith@weisdesigngroup.com

PROPOSAL OF PROFESSIONAL SERVICES

Date: September 13, 2018

Name of Client: City of Dardenne Prairie
2032 Hanley Road
Dardenne Prairie, MO 63368

Design Firm: P.H. Weis & Associates, Inc., dba Weis Design Group

Reference: City Hall Park – Dardenne Baseball Fields

Weis Design Group is pleased to submit this proposal to the City of Dardenne Prairie for Conceptual Planning and Cost Estimating services.

SCOPE OF SERVICES:

- Assess the existing amenities & layout (associated with the baseball fields) within City Hall Park
- Evaluate the areas in disrepair and needed maintenance / replacement

DELIVERABLES:

- Based on aerial imagery, Weis Design Group will prepare *TWO* conceptual layouts.
  - Concept #1: Existing ballfields (~4 acres), concessions, lighting, storage, restrooms, parking, sewer, water, irrigation, and walking trails
  - Concept #2: Existing ballfields PLUS additional (~6 acres), concessions, lighting, storage, restrooms, parking, sewer, water, irrigation, and walking trails
- Weis Design Group will prepare *TWO* preliminary cost estimates for the proposed enhancements and upgrades for Concept #1 and Concept #2
- Weis Design Group will attend the Board Meeting on October 17th to present Concept #1 & #2
- Weis Design Group will include one (1) revision to the proposed concept and preliminary cost estimate, following Owner review

CONCEPTUAL DESIGN & COST ESTIMATE FEE: $7,000.00

REIMBURSABLE COSTS: (Items not included in above services)

- Plotting and printing, including conceptual drawings
- Mileage
- Postage/Shipping/Delivery Charges
- Conversion of existing paper drawings into CADD drawing files, if needed.

If you find this proposal acceptable, please return a signed copy as authorization for Weis Design Group to proceed with these services.

_____ _____
Authorized Signature Date

EXHIBIT C

batesforum

September 13, 2018

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

Re: **City of Dardenne Prairie Athletic Fields Conceptual Master Plan Services**

FORUM STUDIO is pleased to submit this proposal to **THE CITY OF DARDENNE PRAIRIE** for preparation of Master Plan Concepts for the **DARDENNE PRAIRIE ATHLETIC FIELDS** on approximately 4.62 acres with an expansion option on the adjacent parcel to the south of 1.92 acres in Dardenne Prairie, Missouri (Exhibit 'A').

A. PROJECT UNDERSTANDING

The purpose of the conceptual master plan is to develop a vision for updating the existing athletic fields within the current confines and to develop a further concept to determine the value of acquiring the adjacent parcel for expansion. Lastly, the intent of the Conceptual Master Plan will be to determine project goals and objectives, the final program of uses, and to determine an order of magnitude costs to assist in phasing and implementation.

This proposal is for preparation of Conceptual Master Plan documents only. This proposal does not include detailed design services.

B. APPROACH AND BASIC SCOPE OF SERVICES

Forum will perform Conceptual Master Plan Services over a 3 week period, commencing with the potential notice to proceed on Thursday, September 20, 2018 and delivering to the City of Dardenne Prairie by close of business on Friday, October 12, 2018. Lastly, the team would present the final concepts to the City of Dardenne Prairie Board of Alderman on October 17, 2018.

PROJECT OUTLINE

The following is a description of the specific tasks associated with the Conceptual Master Plan Services Scope of Services.

Task 1.1 – Mobilization Data Collection and Analysis

- Obtain and review site information to include context plan, aerial other related available site data
- Review previously prepared site plan diagrams
- Prepare base maps and other materials from GIS, Google Earth and other sources

Task 1.2 – Conceptual Master Plan Documentation

- Prepare conceptual master plan concepts
  - Concept 1 – Existing athletic fields site totaling 4.62 acres
  - Concept 2 – Existing area above including the expansion to the adjacent parcel to the south of 1.92 acres
- Prepare conceptual layout of recreation program – To include baseball fields, multi-purpose field overlay, and pathway connection to City Hall Park.
- Prepare conceptual layout of site structures – To include restroom/remote concessions building, storage shed and maintenance building.
- Prepare conceptual access/roadway, circulation and parking layout
- Prepare conceptual stormwater strategy, grading concept
- Prepare conceptual open space and landscape development including plaza area.
- Prepare site sections and 3D visualization of proposed concepts.
- Prepare an Estimate of Probable Costs

Task 1.3 – Conceptual Master Plan Final Presentation - Board of Alderman Meeting on October 17th

- Presentation of Final Conceptual Master Plan to Client and all stakeholders
- Review Estimate of Probable Costs

C. DELIVERABLES

Work products for tasks listed above will consist of drawings, memoranda and other supporting documents defining and/or illustrating the design intent, scale and relationships of Project components. The following list represents project deliverables.

Forum Studio will include the following specific drawings within the Conceptual Master Plan Package (Multi-Page 11"x17" Color PDF, sent via Share file Link)

- Illustrative Master Plan(s) – Concept 1 & 2 (with notes/legend) which will highlight the following:
  - Sports Field Locations + Multi-Sport Overlay
  - Walks/Pathways
  - Site Structures
  - Access, Parking, etc.
  - Plaza(s)
  - Landscape/Open Space
  - Stormwater concept
- Site Sections / 3D Visualizations (3) total
- Estimate of Probable Costs

D. COMPENSATION, EXPENSES & PAYMENT

Forum Studio shall be compensated for Conceptual Master Plan Services based on a fee in the amount of a lump sum of Six Thousand Eight Hundred Dollars ($6,800).

- This Lump Sum Fee includes Labor and Project related expenses (printing, reproduction, stationery purchase etc.)
- This Lump Sum Fee includes all reports and deliverables listed in this document.
- Additional work products requested by the client requiring effort beyond what is described herein will be an additional service and will be subject to additional scope and fee to Forum Studio.

Payment Schedule

All Fees shall be paid directly to the St. Louis office of FORUM. All compensation for Conceptual Master Planning Services shall be due within thirty (30) days from the date of invoice. Compensation shall be invoiced monthly.

FORM OF AGREEMENT

An executed copy of this Proposal will be the Formal Agreement between both parties and receipt will be considered as the authorization to proceed. If this proposal and its attachments meet with your approval, please return one signed hardcopy indicating your acceptance of this proposal.

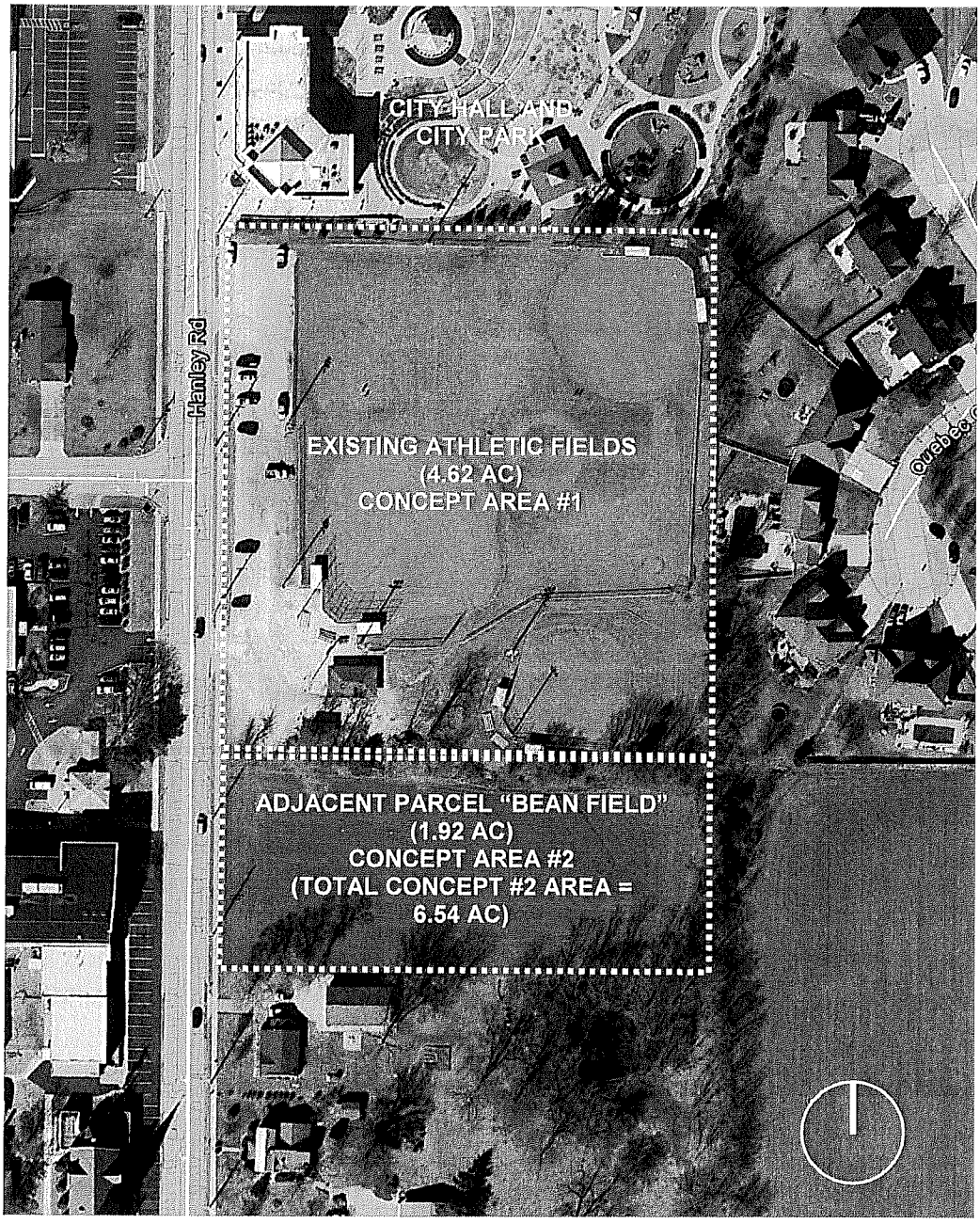
Presented By:
BATESFORUM

_____
Neil Eisenberger PLA, ASLA
Associate Principal

Accepted By:
City of Dardenne Prairie

_____

EXHIBIT 'A'


CITY HALL AND
CITY PARK
Henley Rd
EXISTING ATHLETIC FIELDS
(4.62 AC)
CONCEPT AREA #1
ADJACENT PARCEL "BEAN FIELD"
(1.92 AC)
CONCEPT AREA #2
(TOTAL CONCEPT #2 AREA =
6.54 AC)

BILL NO. 18-30

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, APPROVING A CONDITIONAL USE PERMIT FOR PROPERTY ZONED C-2, GENERAL COMMERCIAL, AND LOCATED AT 1000-1020 RONDALE COURT; AND APPROVING A SITE PLAN FOR THE SAME

WHEREAS, a Conditional Use Permit Application was submitted to the City of Dardenne Prairie, a copy of which is attached hereto as **Exhibit A** and incorporated by reference herein (the "Application"), by Buescher Ditch & Associates, Inc. (the "Applicant"), to allow the use of certain real property within the City of Dardenne Prairie, more particularly described in **Exhibit B**, attached hereto and incorporated by reference herein (the "Property"), currently owned by Rondal Investments, L.L.C., the seller under a certain purchase contract with Rondale Court Plaza, LLC (collectively, Rondal Investments, L.L.C. and Rondale Court Plaza, LLC are referred to as the "Owners"); and

WHEREAS, the property is zoned C-2, General Commercial; and

WHEREAS, the following uses of the Property are allowed as conditional uses under §405.190(C) of the Municipal Code of the City of Dardenne Prairie, Missouri: health service provider, health care provider, health and wellness services, medical services, medical offices, clinics and laboratories, and a retail store; and

WHEREAS, the Application was referred to the City's Planning and Zoning Commission; and

WHEREAS, the Planning and Zoning Commission 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 uses; 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 City Code, a copy of which is available in the office of the City Clerk and incorporated by reference herein;

7. The Memo from the City Engineer to the Planning and Zoning Commission dated September 7, 2018, a copy of which is attached hereto as **Exhibit C** and incorporated by reference herein;
8. The Site Plan submitted with the Application, prepared by Buescher Ditch & Associates, Inc., dated 8/03/18, referencing Project Number 18023, and revised as of 8/28/18, which plan is on file in the office of the City Clerk and incorporated by reference herein;
9. The Proposed Elevation attached hereto as **Exhibit D** and incorporated by reference herein (the "Proposed Elevations");
10. The recommendation of the Planning and Zoning Commission;
11. Testimony presented at the hearing before the Planning and Zoning Commission on September 12, 2018, 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 September 19, 2018, 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 use of the Property as a health service provider, health care provider, health and wellness services, medical services, medical offices, clinics and laboratories, and a retail store:

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 § 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 health service provider, health care provider, health and wellness services, medical services, medical offices, clinics and laboratories, and a retail store, subject to the Applicant's and Owners' compliance with all conditions set forth in Section 4 of this Ordinance.

SECTION 3. That in accordance with the ordinances of this City 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 Buescher Ditch & Associates, Inc., dated 8/03/18, referencing Project Number 18023, and revised as of 8/28/18, which plan is incorporated by reference herein.

SECTION 4. Conditions of Issuance:

1. Applicant and Owners, having to the best of their knowledge provided the City with all information required by the appropriate sections of the Zoning Ordinance pertaining to C-2, General Commercial, agree that any information inadvertently omitted will be provided upon request, as soon as it may reasonably be obtained.

2. Applicant and Owners (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.

3. Applicant and Owners (or their successors in interest) agree that the Property shall be used in compliance with all requirements of the Municipal Code.

4. Applicant and Owners (or their successors in interest) agree that all structures built on the Property shall be constructed in conformance with the Proposed Elevations.

5. The Conditional Use Permit granted by this Ordinance is subject to the Applicant's and Owners' (or their successors in interest) compliance with the conditions reflected on the Site Plan prepared by Buescher Ditch & Associates, Inc., dated 8/03/18, referencing Project Number 18023, and revised as of 8/28/18, 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 Municipal 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.

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 A
[APPLICATION]

"Exhibit A"

DARDENNE PRAIRIE

PAID AUG 10 2018 CK 11960 By JLV $920

RECEIVED AUG 06 2018 City of Dardenne Prairie

Rec-18-0847.

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: **BUESCHER DITCH & ASSOCIATES, INC.**
Company Name

MARK A. DITCH, OWNER & PRINCIPAL
Printed Name, Title

#2 EAST FIFTH STREET SUITE 200
Street Address

WASHINGTON, MO 63090
City/State/Zip Code

636-239-6255 Telephone — **636-239-7681** Facsimile

mditch@buescherditch.com
Email Address

STREET ADDRESS OF CONDITIONAL USE: **1000 TO 1020 RONDALE COURT, CITY OF DARDENNE PRAIRIE, MISSOURI 63368**

OWNER (attach additional):
RONDALE INVESTMENTS LLC
Printed Name

Printed Name

12901 ST. CHARLES ROCK ROAD
Street Address

BRIDGETON, MO 63044
City/State/Zip Code

Telephone Facsimile

Email Address

Contract Purchaser/Developer:
RONDALE COURT PLAZA LLC
Company Name

AARON PIEPER, MEMBER
Printed Name, Title

454 CHARLEMAGER
Street Address

LAKE ST. LOUIS, MO 63367
City/State/Zip Code

636-485-5488
Telephone ~~Facsimile~~

awpieper@yahoo.com
Email Address 1974

LEGAL DESCRIPTION OF PROPERTY (other than address) **LOT 2 OF DARDENNE PRAIRIE PROFESSIONAL PARK**

EXISTING ZONING: **C-2** PROPOSED ZONING: **C-2**

PROPOSED USE: **HEALTH SERVICES PROVIDER; HEALTH CARE PROVIDERS; HEALTH AND WELLNESS SERVICES; MEDICAL SERVICES; MEDICAL OFFICES; CLINICS AND LABORATORIES** AND RETAIL

NO. UNITS: _____ CUP APPLICATION FEE SUBMITTED: **$920.00**

SITE PLAN REVIEW FEE SUBMITTED: **BEING SUBMITTED ON 8/8/2018**

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.

RECEIVED
AUG 06 2018
City of
Dardenne Prairie

[√] 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). WILL EMAIL

[√] 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: **9/12/2018** Postmark Deadline: **8/24/2018**

[√] 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

Applicant's Signature — Date: 8/6/2018

~~Owner's~~ Signature (additional below) — Date: 8-13-18

CONTRACT PURCHASER/DEVELOPER

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.

EXHIBIT B
[LEGAL DESCRIPTION]

"Exhibit B"

LAND DESCRIPTION FOR

1000 TO 1020 RONDALE COURT

RECEIVED
AUG 0 0 2018
City of
Dardenne Prairie

LOT 2 OF DARDENNE PRAIRIE PROFESSIONAL PARK, A SUBDIVISION RECORDED IN PLAT BOOK 42, PAGES 266 & 267 OF THE ST. CHARLES COUNTY RECORDS.

EXHIBIT C
[ENGINEER MEMO]

"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: September 7, 2018

SUBJECT: Planning and Zoning Commission Meeting Scheduled for September 12, 2018

Items for consideration at this meeting include:

PUBLIC HEARINGS:

1. **Rezoning Request and P.U.D. Request – Area Plan for the Approximately 68.40 acres of the 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.** The previously provided P.U.D. Request – Area Plan with proposed uses of retail, restaurant, office, gas and day care, and a P.U.D. Area Plan were received by the City from the applicant on June 6, 2018. The present zoning classification of this land is "C-2", General Commercial. The proposed zoning classification of this land is "C-2", Planned Unit Development.

   Upon review of the P.U.D. Request – Area Plan, the previously provided "1st Review" comment letter was sent to the applicant on June 15, 2018. On June 22, 2018, the City received the previously provided "Planned Unit Development, Area Plan, Cora Marie's Marketplace" plan dated 06-06-2018 with the latest seal date of June 22, 2018. This P.U.D. Area Plan details the planned development of this approximate 68.40 acres in three phases including public and private streets. Upon review, the previously provided "2nd Review" comment letter was sent to the applicant on June 23, 2018.

   On September 6, 2018, the City received a request from the Applicant that this item be withdrawn from the City's agendas.

2. **Conditional Use Permit Application and Site Plan Application for Lot 2 of Dardenne Prairie Professional Park from Applicant Buescher Ditch & Associates, Inc. and Contract Purchaser/Developer Rondale Court Plaza, LLC.** On August 6, 2018, the City received a conditional use permit application for this site. On August 8, 2018, the City received a site plan application, site plan and building elevations for this site. Copies of the current conditional use permit application and site plan application are enclosed.

   Upon review of the CUP and site plan applications, site plan and building elevations, the enclosed "1st review" letter was sent to the applicant's engineer. On August 28, 2018, the City received the enclosed revised site plan, revised building elevations and response letter. Upon review, the enclosed "2nd review" letter was sent to the applicant's engineer.

NEW ITEMS:

1. **Conditional Use Permit Application and Site Plan Application for Lot 2 of Dardenne Prairie Professional Park from Applicant Buescher Ditch & Associates, Inc. and Contract Purchaser/Developer: Rondale Court Plaza, LLC.** From Public Hearing Item 2 above.

2. **Site Plan Application for 64 West Business Park, Lots G and K from Applicant and Property Owner Ungerboeck Development, LC.** On August 8, 2018, the City received a site plan application for this site.

   Upon review of the site plan and site plan, the enclosed "1st review" letter was sent to the property owner's engineer. On August 30, 2018, the City Engineer met with the property owner and the property owner's engineer to discuss the "1st review" letter. At this meeting, it was indicated that the property owner is planning to submit a revised site plan for consideration at the October 2018, Planning and Zoning Commission meeting.

EXISTING ITEMS:

1. **Rezoning Request and P.U.D. Request – Area Plan for the Approximately 68.40 acres of the 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.** From Public Hearing Item 1 above.

INFORMATION ONLY:

1. **None.**

Enclosures

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

EXHIBIT D
[ELEVATION]

BILL NO. 18-31

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AMENDING SUBSECTION C OF SECTION 405.195 OF THE MUNICIPAL CODE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, BY DELETING IT IN ITS ENTIRETY, AND ENACTING, IN LIEU THEREOF, A NEW SUBSECTION C OF SECTION 405.195; AND REGULATING USES IN THE C-3 RETAIL COMMERCIAL DISTRICT

WHEREAS, the Planning and Zoning Commission of the City of Dardenne Prairie, Missouri, did consider and recommend revisions to Section 405.195 of the Municipal Code; and

WHEREAS, after publishing notice, the Board of Aldermen and the Planning and Zoning Commission did hold Public Hearings on the proposed revisions; and

WHEREAS, at such Public Hearings all persons-in-interest and other citizens were given an opportunity to be heard; and

WHEREAS, the Board of Aldermen desires to revise Section 405.195 of the Municipal Code;

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

SECTION 1. That Subsection C of Section 405.195 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 Subsection C to Section 405.195, to read as follows:

SECTION 405.195: "C-3" RETAIL COMMERCIAL DISTRICT

C. *Conditional Uses.*

1. Accessory dwelling units, provided that no more than one accessory dwelling unit shall be permitted per lot.

2. Alcoholic beverages (liquor, beer and wine) – retail

3. Automobile and other motor vehicles– fuel sales (without repair services)

4. Automobile and other motor vehicles – drive-through oil change facilities

5. Automobile and other motor vehicles, parts and equipment sales – retail

6. Automobiles and other passenger vehicles – rental services

7. Banquet hall and party centers

8. Bowling alleys

9. Commercial recreation not elsewhere listed, provided all buildings are two hundred (200) feet from a "R" District

10. Banks, savings and loans, and credit unions with drive through facilities (does not include check cashing, payday loans and similar facilities)

11. Bars, pubs, nightclubs and taverns
12. Car washes (excluding semi-trailer trucks)

13. Convenience stores (with fuel sales)

14. Drive-thru facilities (restaurants, pharmacy, grocery, etc.)

15. Electronic entertainment and communication products – repair

16. Farmers markets

17. Farms (roadside stands) – retail

18. Garden centers, greenhouses (commercial) and nurseries – retail only

19. Gun shops and gunsmiths

20. Hotels, motels, extended stay hotels

21. Health and fitness clubs

22. Microbreweries within restaurants and do-it-yourself beer and wine making stores

23. Outdoor storage or display in connection with, and accessory to, a permitted retail use on the site. Material, product, inventory, goods and/or equipment not displayed for sale or lease on the site may be permitted in the side and/or rear yard provided items are screened or enclosed by a masonry wall, sight-proof fence or equivalent landscape hedge not less than six (6) feet in height. Outdoor display of merchandise and goods for lease or sale at retail may be approved without screening subject to any conditions of the conditional use permit

24. Pet stores

25. Pool and billiard halls

26. Secondhand merchandise (including consignment, but not including pawnshops) – retail

27. Sign manufacturing conducted in conjunction with retail sales of signs on the premises. Outdoor storage of any material, product, inventory, goods and/or equipment is prohibited.

28. Wholesale establishment or warehouse in a completely enclosed building

29. Wireless support structures and wireless facilities

30. Accessory uses customarily incident to any conditional uses in this Section.

31. Veterinarian

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

BILL NO. 18-32

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, ESTABLISHING THE AD VALOREM TAXES FOR ALL REAL AND TANGIBLE PERSONAL PROPERTY WITHIN THE CITY OF DARDENNE PRAIRIE, FOR THE PERIOD OF JANUARY 1, 2018 TO DECEMBER 31, 2018

WHEREAS, the City of Dardenne Prairie has calculated its General Fund property tax rates in accordance with the Missouri State Auditor's Office instructions; and

WHEREAS, upon proper notice and pursuant to § 67.110, RSMo., a public hearing was held on the proposed rates of taxes and all interested persons were given an opportunity to be heard;

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

SECTION 1. Tax Levy. That there shall be levied and collected in the manner prescribed by law, the following taxes on Real Estate and Personal Property for the year 2018 of Ten and Fifty-four Hundredths Cents ($0.1054) per One Hundred Dollars of assessed valuation broken down as follows:

Real Estate (Residential):	$231,786,589
Real Estate (Commercial):	$ 21,299,604
Real Estate (Agricultural):	$ 95,629
Personal Property:	$ 40,263,235
Railroad & Utilities:	
State Assessed Real:	$ 77,327
State Assessed Personal:	$ 141,026
Local Assessed Real:	$0
Local Assessed Personal:	$0
Total:	**$293,663,410**

SECTION 2. Delinquent Payment Policy.

(a) That there shall be collected on all delinquent real estate taxes in addition to the amount of delinquent tax, a penalty in the sum of eighteen percent of each year's delinquency, except that said penalty shall not exceed two percent per month, or fractional part thereof, or eighteen percent annually.

(b) That all lands and lots, on which said taxes are delinquent and unpaid, are subject to sale to discharge the lien for the delinquent and unpaid taxes, according to the practice

and procedure set out in Chapter 140, RSMo. 1986 and subsequent revisions.

(c) That in any suit brought by the City to recover said delinquent taxes and penalties, a fee in the amount of ten percent of the taxes due, but in no event less than five dollars, shall be allowed the attorney for the City.

SECTION 3. Tax Rate Ceiling. The Board of Aldermen hereby determines and declares that the City General Fund tax rate ceiling under Sections 137.073.5 and 137.073.6(2) Revised Statutes of Missouri, as amended, to be $0.25 for each one hundred dollars assessed valuation.

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

SECTION 5. 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 manner connected with the subject matter hereof.

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 valid, 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 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. 18-33

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AMENDING SECTION 210.300 OF THE MUNICIPAL CODE OF THE CITY OF DARDENNE PRAIRIE BY DELETING IT IN ITS ENTIRETY; ENACTING, IN LIEU THEREOF, A NEW SECTION 210.300; AND PROVIDING REGULATIONS PERTAINING TO TARGET SHOOTING OR DEER HUNTING WITH A BOW OR CROSSBOW

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

SECTION 1. That Section 210.300 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 210.300, to read as follows:

Section 210.300. Target Shooting; Bow, Crossbow 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.

CROSSBOW
A device for discharging quarrels or bolts, formed of a bow set cross-wise on a stock, usually drawn by means of a mechanism and discharged by release of a trigger.

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. Upon first obtaining a permit under Subsection (C) of this Section, and subject to compliance with the provisions of this Section, a property

owner or his/her invitees may hunt deer with a bow or crossbow or engage in target shooting with a bow or crossbow 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 hunt with a bow or crossbow 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 or crossbow from or across any publicly owned property, street, sidewalk, road, highway or playground.

3. It shall be unlawful to discharge an arrow, quarrel or bolt 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 on any private property of another without such private property owner's express consent.

4. No person shall discharge a bow or crossbow 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 or crossbow 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 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

RESOLUTION NO. 310

A RESOLUTION OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, TO SELECT A FINANCIAL INSTITUTION WITH WHICH TO INVEST THE CITY'S FUNDS PURSUANT TO THE CITY'S INVESTMENT POLICY

WHEREAS, the Board of Aldermen desires to manage the City's finances in a fiscally responsible manner; and

WHEREAS, the Board of Aldermen recognized the need to have sufficient reserves to meet emergencies and un-forecasted requirements by adopting a policy for maintaining a financial reserve; and

WHEREAS, the Board of Aldermen also recognize the need to earn a reasonable return on reserved funds and other funds by making prudent investments, and

WHEREAS, the Board of Aldermen, on May 2, 2018 adopted an investment policy based on the model policy for political subdivisions published by the Treasurer of the State of Missouri; and

WHEREAS, the City invited five financial institutions to offer rates of return for Certificates of Deposit and Unites States Treasury Bonds, Notes or Bills and the proposed rates of return were reviewed along with the institutions' proposed fees and charges, if any; and

WHEREAS, the highest rates of return for investments that assured protection of principal were proposed by Commerce Bank and Charles Schwab, however, Commerce Bank charges fees for various transactions and for safekeeping of securities while Charles Schwab does not charge fees; and

WHEREAS, the Board of Aldermen believes the public interest would be well served by authorizing the City's Investment Officer to select Charles Schwab as the financial institution with which to place City funds as contemplated by the City's Investment Policy;

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

SECTION 1. That the Board of Aldermen of the City of Dardenne Prairie, Missouri, pursuant to Section III, paragraph 3 of the City's Investment Policy as amended, hereby approves the selection of Charles Schwab as the entity with which to place the City's funds.

SECTION 2. The Investment Officer, with the advice and consent of the Mayor, is authorized to place with Charles Schwab such funds as may be deemed prudent and safe to invest. The selection of investment instruments (*e.g.,* Certificates of Deposit and US Treasuries) and their dates of maturity may be done in consultation with investment advisors.

SECTION 3. The Investment Officer shall report, from time to time, to the Board of Aldermen regarding the rates of return of the City's investments and the effectiveness and efficiency of the services provided to the City by Charles Schwab.

Approved this 19th day of September 2018.

_____
As Presiding Officer and as 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