

**DARDENNE**



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

**BOARD OF ALDERMEN  
WORK SESSION AGENDA  
MARCH 19, 2025  
6:00 p.m.**

**CALL MEETING TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ITEMS FOR DISCUSSION AND CONSIDERATION**

1. Renaming of Henke Rd Exit (Johnson & Wilson)
2. Route 364 Improvements (Johnson)
3. Concession Stand Proposals (Pratt)
4. Amend City Code for Employment of City Engineer (Pratt)
5. Review of 03-19-25 Board of Aldermen agenda

**STAFF COMMUNICATIONS**

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

**CLOSED SESSION**

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

**RETURN TO REGULAR MEETING AGENDA**

**ADJOURNMENT**

**RBA FORM (OFFICE USE ONLY)**

MEETING DATE: 03/05/2025

Regular ( X ) Work Session ( X )

ATTACHMENT: YES ( ) NO ( X )

Contract ( ) Ordinance ( ) Other ( )

**Request for Board Action  
By: Alderman Johnson**

Ward   3  

• **Description:**

***Renaming of Henke Rd Exit***

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

• **Summary/Explanation:**

**Renaming Henke Rd Exit, Technology Dr. and Merz Farm Rd. to “Town Square Loop”**

**This would provide signage leading traffic to Town Square. Additional signages could be added informing citizens of what we have to offer!**

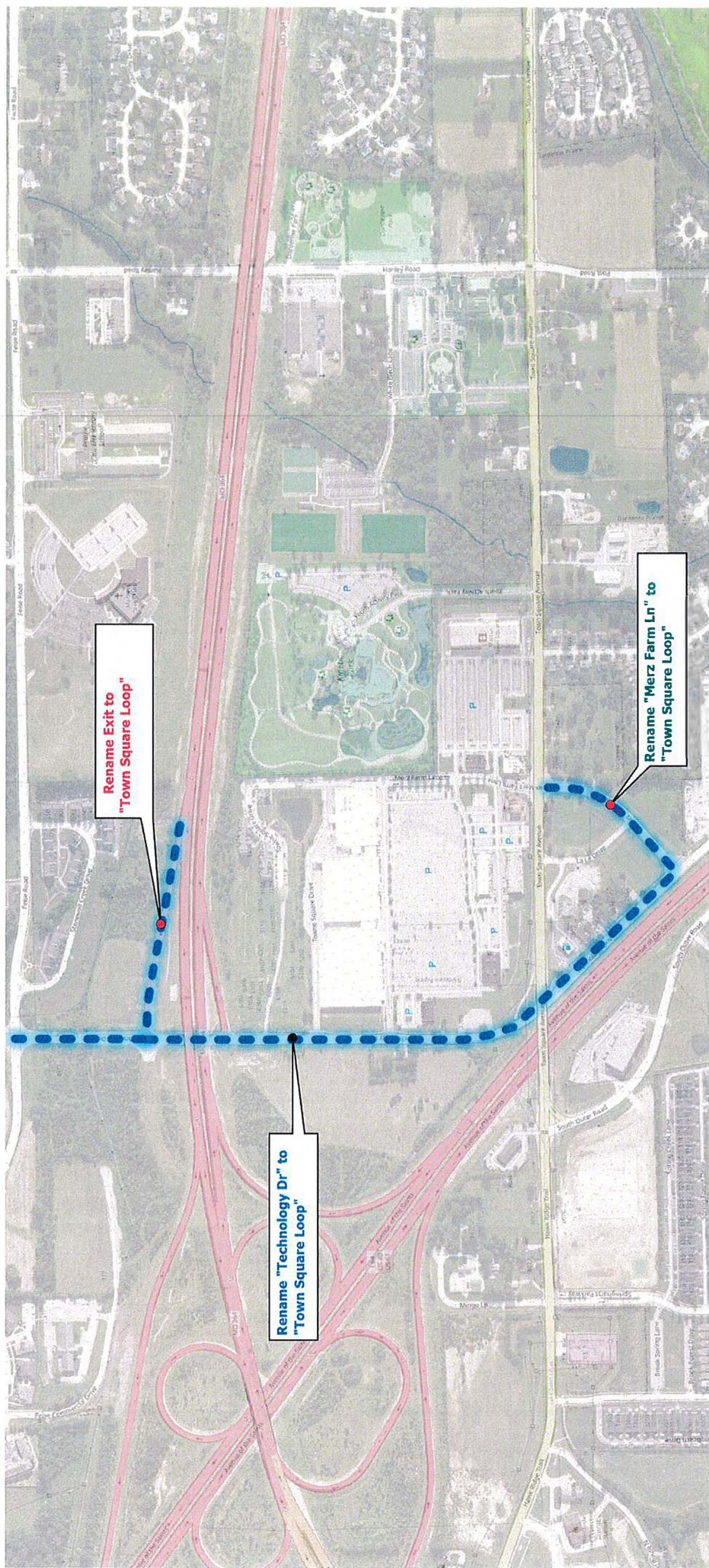
**The new name was only a suggestion open for discussion.**

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

Highway signage would be done by the state. City would be responsible for road signage and if additional signage was to be installed.

RBA requested by: Mark G Johnson and Ryan Wilson Date: 02/25/2025

*Mark G. Johnson*



**Rename Exit to  
"Town Square Loop"**

**Rename "Technology Dr" to  
"Town Square Loop"**

**Rename "Merz Farm Ln" to  
"Town Square Loop"**



**INFORMATION CONCERNING BIDDER**

NOTICE: THIS FORM MUST BE FULLY COMPLETED AND SUBMITTED AS A PART OF THE BID.

Submitted by: Jason Abrams

Being a/an: S Corporation LLC  
(Individual, Corporation or Partnership)

General Office Address: 8626 Veterans Memorial Parkway O'Fallon, MO 63366

Official Representative: Jason Abrams

Corporation Data  
(if applicable)

Partnership Data  
(if applicable)

1. When incorporated: 6/02/2021

1. Date organized: 5/31/21

2. In what state: MO

2. General or Limited Partnership:

3. President's Name:  
Jason Abrams

S Corp LLC

Length of Association with Firm:  
From start

3. Name & Address of Each Partner:  
Jason Abrams  
11 Oak Leaf Bluff Ct. Saint Charles, MO 63304

4. Vice President's Name:  
Jason Abrams

5. Treasurer's Name:  
Jason Abrams

6. Length of Association with Firm:  
Since Start

4. Length of Association with Firm:  
Since Start

Other contracts or services which bidder has performed or is now performing similar to the one

Classic Red Hots currently operates a full service restaurant in O'Fallon, MO. Classic Red Hots also operates multiple push food trailers for various events throughout the metro area. We have provided concession services at various school sporting and PTO events for Parkway School District, Merryville University in addition to multiple churches and for various golf tournaments. Classic Red Hots also maintained the concession stand operations every weekend during baseball season for the city at the Chesterfield Valley Athletic Complex. We are able to operate in multiple ways.

Type text here

for which bidder is herein submitting its proposal. List at least four references with a minimum of three (3) consecutive years of experience. List years of operation. A separate sheet with additional information about experience, staff, type and size of operation may be attached to this sheet.

Name	Address/Phone	Type and Size of Operation
Ethan Collier	17925 N Outer 40 Rd. Chesterfield MO 63005 636-812-9500	Manager of Chesterfield Vally Athletic Complex- We ran city concession stand and still operate many events throughout the year for city
Jill Vogt	1140 Dielman Road Olivette, MO 63132 314-994-2405	We provide vending services for multiple events they have in their city throughout the year from community events to soccer leagues
Natalie Lasley	114 N Eatherton Rd. Chesterfield MO. 63005 636-532-1212	We provide vending services for multiple events their church and the other Crossing Church in O'Fallon have each year.

The Signer of states that the information provided in this questionnaire is true and accurate.

Dated at 2:10 PM this 11 day of March, 2025

JC Food Services, LLC dba Classic Red Hots

Name of Organization or Proprietor

By

Jason Abrams

Owner

Title of Person Signing

## BIDDER'S DECLARATION

Signature of bidder indicates that he/she has examined the information and conditions surrounding the operation and management of the Concession Facility and is familiar with the requirements as to equipment, supplies and labor of such undertaking; and he/she has prepared, examined and checked the bid to ascertain that no mistake or error is contained in the bid; and that he/she will make no claim for correction or modification after the closing time for the receipt of bids.

Jason Adams

Signature of Bidder

3/11/25

Date

Bidder's Phone Number 314-922-953

Bidders Fax Number \_\_\_\_\_

Bidders Full Mailing Address 8626 Veterans Memorial Parkway  
O'Fallon, MO 63366

## Dardenne Prairie Concession Proposal

JC Food Services, LLC (dba Classic Red Hots) would like the opportunity to provide concession services for the community at the Park baseball fields in addition to other events the city host in and around the area in exchange for 5%-7% of our sales commission being paid back to the city for all concession stand operations we would run.

We are a local restaurant that/Catering/Concessions Company that is family owned and has been around for over 10 years. We most recently moved to O'Fallon, MO from Town and Country and are looking to expand our operations. In addition to the restaurant, we currently operate multiple food carts that are used for events throughout the metro area. Our food carts can serve groups as few as 25 people up to thousands. We specialize in Chicago Style Hot Dogs and Flavor Infused Brats in addition to Burgers and we already have the supply chain setup that allows for us to serve almost all of the minimum food/beverage selections (as indicated in section 5.7) in addition to allowing for us to provide other options as well such as Italian Beef Sandwiches, Gyros, Polish Sausage, etc.

Based on the limited information received it appears that 1-3 employees will likely be needed to operate the stand daily. Classic Red Hots already has the needed supply chain of vendor's setup and we can provide the amount needed staff members (we can also provide more than 3 if needed).

Classic Red Hots can also has the ability to provide both the city and community other services that most concession operators can't. Since we also have portable food carts and our restaurant is only about 10 minutes away, we can also provide services for other events the city puts on throughout the city for the community regardless of location and our full range of restaurant menu options also can allow for us to serve city staff and community members looking to get delivery/catering food services for other events in the city such as town hall meetings, employee appreciation parties, city council meetings, National Night Out events, etc.

I have attached photos some photos of what our carts and food look like from various events we have served at. Our goal is not only to provide service for this year. We are also looking to establish long term relationships that will lead a beneficial relationship for both the city and Classic Red Hots far into the future.



Thank you for your consideration,


Jason Abrams (Owner)  
Classic Red Hots  
314-922-9053

**CITY OF DARDENNE PRAIRIE, MISSOURI  
 CONCESSIONS - CITY HALL PARK  
 BID FORM 25-001**

I JOSEPH BRUNETTE, an authorized representative for  
 (Name of Individual)

BRUNETTE ENTERPRISES LLC have read the City of Dardenne Prairies' request for bid  
 (Company)

for Concession Services and further agree to abide by all provisions in the request for bid.

  
 Authorized Representative Signature

**Address:**  
21 BECKEWITH TRAIL  
O'FALLON, MO 63368

Description	2025	2026	2027
% of food and beverage sales			
% vending sales (optional)			
<b>Utility Fee</b>	<b>\$960.00</b>	<b>\$960.00</b>	<b>\$960.00</b>
Guaranteed Amount	\$2,000.00	\$2,000.00	\$2,000.00
Estimated Gross Sales	\$18,000.00	\$18,000.00	\$18,000.00

Acceptance:

By: \_\_\_\_\_  
 City of Dardenne Prairie

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

INFORMATION CONCERNING BIDDER

NOTICE: THIS FORM MUST BE FULLY COMPLETED AND SUBMITTED AS A PART OF THE BID.

Submitted by: Joseph Brunette Brunette Enterprises LLC

Being a/an: Individual / LLC  
(Individual, Corporation or Partnership)

General Office Address: 21 Beckwith Trail O Fallon MO 63368

Official Representative: Joseph Brunette

Corporation Data  
(if applicable)

Partnership Data  
(if applicable)

1. When incorporated: \_\_\_\_\_

1. Date organized: \_\_\_\_\_

2. In what state: \_\_\_\_\_

2. General or Limited Partnership: \_\_\_\_\_

3. President's Name:  
\_\_\_\_\_

3. Name & Address of Each Partner:  
\_\_\_\_\_

Length of Association with Firm:  
\_\_\_\_\_

4. Vice President's Name:  
\_\_\_\_\_

5. Treasurer's Name:  
\_\_\_\_\_

6. Length of Association with Firm:  
\_\_\_\_\_

4. Length of Association with Firm:  
\_\_\_\_\_

Other contracts or services which bidder has performed or is now performing similar to the one

for which bidder is herein submitting its proposal. List at least four references with a minimum of three (3) consecutive years of experience. List years of operation. A separate sheet with additional information about experience, staff, type and size of operation may be attached to this sheet.

Name	Address/Phone	Type and Size of Operation
<u>Matt Dewinters.</u>	<u>314-808-7043</u>	<u>CONCESSIONS /</u> <i>Pardenna Prairie.</i>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The Signer of states that the information provided in this questionnaire is true and accurate.

Dated at 3:00 PM this 5<sup>th</sup> day of March, 2025

Brunette Enterprises LLC

Name of Organization or Proprietor

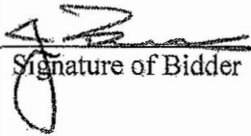
By Joseph Brunette

OWNER

Title of Person Signing

**BIDDER'S DECLARATION**

Signature of bidder indicates that he/she has examined the information and conditions surrounding the operation and management of the Concession Facility and is familiar with the requirements as to equipment, supplies and labor of such undertaking; and he/she has prepared, examined and checked the bid to ascertain that no mistake or error is contained in the bid; and that he/she will make no claim for correction or modification after the closing time for the receipt of bids.

  
\_\_\_\_\_  
Signature of Bidder

3/5/25  
\_\_\_\_\_  
Date

Bidder's Phone Number 636 544-4548

Bidders Fax Number \_\_\_\_\_

Bidders Full Mailing Address 21 Burkwith Trail  
O Fallon Mo 63368.

BILL NO. 25- \_\_\_\_\_

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

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE,  
MISSOURI, AMENDING SECTION 115.300 OF THE  
MUNICIPAL CODE OF THE CITY CONCERNING THE  
EMPLOYMENT OF THE CITY ENGINEER**

**WHEREAS**, the Board of Aldermen of the City of Dardenne Prairie, Missouri, hereby finds and determines that it is to the benefit of the health, safety and general welfare of the residents of the City to amend Section 115.300 of the Municipal Code to provide for the employment of a City Engineer.

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

**SECTION 1.** That Section 115.300 of the Municipal Code of the City of Dardenne Prairie, Missouri, shall be and is hereby amended by deleting Section 115.300 in its entirety and enacting, in lieu thereof, a new Section 115.300 to read as follows:

**Section 115.300 Employment — Qualifications.**

- A. The City Engineer shall be ~~appointed~~ employed by the ~~Mayor with the consent and approval of a majority of the members of the Board of Aldermen~~ City Administrator as authorized by Section 115.170 of the Municipal Code.
- B. The City Engineer shall be a registered professional engineer and shall be registered as such in the State. The City Engineer need not be a resident of the City at the time of his/her ~~appointment~~ employment.
- C. ~~The City Engineer may be removed during his/her term of office only in accordance with Section 79.240, RSMo., as amended, dealing with appointive officers.~~

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

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

**SECTION 4. Severability Clause:** If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall

be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

Read two times, passed, and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

Attest:

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mayor

Attest:

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

**DARDENNE**



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

**BOARD OF ALDERMEN  
MEETING AGENDA  
MARCH 19, 2025  
7:00 p.m.**

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**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

Mayor Gotway  
Alderman Detweiler  
Alderman Gittemeier  
Alderman Johnson  
Alderman Widaman  
Alderman Wilson

**PROCLAMATION – ARBOR DAY**

**CONSENT AGENDA**

1. Board of Aldermen Minutes – 03-05-25
2. Work Session Summary – 03-05-25
3. Expenditures for Approval - 03-19-25
4. BaratHaven CID – Annual report

**ITEMS REMOVED FROM CONSENT AGENDA**

**PUBLIC COMMENT**

**NEW BUSINESS**

1. **Bill 25-16**

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE AN AGREEMENT BY AND BETWEEN ST. CHARLES COUNTY AND THE CITY OF DARDENNE PRAIRIE FOR USE OF ST. CHARLES COUNTY TRANSPORTATION SALES TAX FUNDS FOR IMPROVEMENTS TO POST ROAD PHASE 2

2. **Bill 25-17**

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE AN AGREEMENT BY AND BETWEEN ST. CHARLES COUNTY AND THE CITY OF DARDENNE PRAIRIE FOR USE OF ST. CHARLES COUNTY TRANSPORTATION SALES TAX FUNDS FOR IMPROVEMENTS TO HENNING ROAD

3. **Bill 25-18**

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH JC FOOD SERVICES, LLC, FOR THE MANAGEMENT AND OPERATION OF THE CITY'S CONCESSION STAND FACILITY AT CITY HALL PARK

4. **Resolution #390**

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, DECLARING THE INFORMALLY PROJECTED AND NONBINDING TAX LEVY FOR THE YEAR 2025.

5. **Bill 25-19**

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AMENDING SECTION 115.300 OF THE MUNICIPAL CODE OF THE CITY CONCERNING THE EMPLOYMENT OF THE CITY ENGINEER

**OFFICER & STAFF COMMUNICATIONS**

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

**ADJOURNMENT**

## ARBOR DAY PROCLAMATION

**WHEREAS**, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

**WHEREAS**, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

**WHEREAS**, Arbor Day is now observed throughout the nation and the world; and

**WHEREAS**, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitats for wildlife; and

**WHEREAS**, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

**WHEREAS**, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

**WHEREAS**, trees, wherever they are planted, are a source of joy and spiritual renewal.

**NOW THEREFORE, I, JOHN GOTWAY, MAYOR OF THE CITY OF DARDENNE PRAIRIE, DO HEREBY PROCLAIM APRIL 5th, 2025 AS ARBOR DAY IN THE CITY OF DARDENNE PRAIRIE, AND I URGE ALL CITIZENS TO CELEBRATE ARBOR DAY AND TO SUPPORT EFFORTS TO PROTECT OUR TREES AND WOODLANDS; AND**

**FURTHER**, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

**DATED THIS 19TH DAY OF MARCH, 2025.**



*John W. Gotway*  
John Gotway, Mayor

The City of Dardenne Prairie Board of Aldermen meeting was called to order at 7:01 p.m. The meeting was opened with the Pledge of Allegiance followed by an invocation by Ruth Earhart.

Present at roll call were Aldermen Detweiler, Johnson, Widaman, Wilson and Gittemeier. Mayor Gotway was absent. Also present were City Clerk Kim Clark, City Administrator Cathy Pratt, City Engineer Tom Weis, and City Attorney's John Young and Mack Meyers.

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

**CONSENT AGENDA**

1. Board of Aldermen Minutes – 02-19-25
2. Work Session Summary –02-19-25
3. Expenditures for Approval 03-05-25
4. Treasurer's Report – As of January 31, 2025

**PUBLIC COMMENT** – No one present to speak.

**PUBLIC HEARING**

A motion was made by Alderman Johnson, seconded by Alderman Wilson to open the public hearing. Motion passed unanimously.

1. A CONDITIONAL USE PERMIT FOR A WIRELESS SUPPORT STRUCTURE LOCATED AT 2500 TECHNOLOGY DRIVE

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

**NEW BUSINESS**

A motion was made by Alderman Johnson, seconded by Alderman Wilson to accept Resolution #389. Motion passed unanimously.

**Resolution #389**

A RESOLUTION OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, DESIGNATING THE MUNICIPAL JUDGE AND MUNICIPAL COURT CLERK AS AUTHORIZED SIGNATORIES FOR THE MUNICIPAL COURT ACCOUNT

A motion was made by Alderman Gittemeier, seconded by Alderman Wilson to read Bill #25-15 for the first time by title only. Motion passed unanimously.

**Bill 25-15**

AN ORDINANCE PROVIDING FOR THE ACCEPTANCE OF THE DEDICATION OF THE STREETS, STORM SEWERS, SIDEWALKS, AND STREET SIGNS IN ARDEN POINTE SUBDIVISION

A motion was made by Alderman Johnson, seconded by Alderman Wilson to read Bill #25-15 for the second time by title only. Motion passed unanimously.

A motion was made by Alderman Johnson, seconded by Alderman Wilson to put Bill #25-15 to final vote. Roll call was as follows:

Alderman Detweiler – Aye

Alderman Wilson – Aye

Alderman Widaman – Aye

Alderman Gittermeier – Aye

Alderman Johnson – Aye

Board President Widaman declared Bill #25-15 passed and designated it to be Ordinance #2350.

**OLD BUSINESS**

A motion was made by Alderman Johnson, seconded by Alderman Detweiler to read Bill #25-12 for the second time by title only. Motion passed unanimously.

**Bill 25-12** (Read one time only on 2-19-25)

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, APPROVING A CONDITIONAL USE PERMIT FOR A WIRELESS SUPPORT STRUCTURE LOCATED AT 2500 TECHNOLOGY DRIVE

A motion was made by Alderman Johnson, seconded by Alderman Wilson to put Bill #25-12 to final vote. Roll call was as follows:

Alderman Johnson – Aye

Alderman Widaman – Aye

Alderman Gittermeier – Aye

Alderman Wilson – Aye

Alderman Detweiler – Aye

Board President Widaman declared Bill #25-12 passed and designated it to be Ordinance #2351.

Sean Ackley of Engenuity presented a new area plan that included the addition of 20 more carport stalls on the east side of the site.

A motion was made by Alderman Johnson, seconded by Alderman Wilson to read Bill #25-14 for the second time by title only. Motion passed unanimously.

**Bill 25-14** (Read one time only on 2-19-25)

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, APPROVING THE FOURTH AMENDED P.U.D. FINAL PLAN FOR A CERTAIN DEVELOPMENT

**COMMONLY KNOWN AS THE "PRAIRIE ENCORE" LOCATED IN THE CITY OF DARDENNE PRAIRIE, MISSOURI**

A motion was made by Alderman Johnson, seconded by Alderman Wilson to put Bill #25-14 to final vote. Roll call was as follows:

- |                        |                           |
|------------------------|---------------------------|
| Alderman Wilson – Aye  | Alderman Detweiler – Aye  |
| Alderman Widaman – Aye | Alderman Gittemeier – Aye |
| Alderman Johnson – Aye |                           |

Board President Widaman declared Bill #25-14 passed and designated it to be Ordinance #2352.

A motion was made by Alderman Johnson, seconded by Alderman Wilson to read Bill #23-30 for the second time by title only. Motion passed unanimously.

**Bill #23-30** (Read one time only on 6-21-23)

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, APPROVING THE REZONING OF APPROXIMATELY 13.18 ACRES OF LAND FROM ND, NEW DEVELOPMENT DISTRICT TO C-3, RETAIL COMMERCIAL DISTRICT, PLANNED UNIT DEVELOPMENT (P.U.D.); AND APPROVING AN AREA PLAN FOR THE SAME**

A motion was made by Alderman Johnson, seconded by Alderman Wilson to put Bill #23-30 to final vote. Roll call was as follows:

- |                        |                           |
|------------------------|---------------------------|
| Alderman Widaman – Aye | Alderman Gittemeier – Aye |
| Alderman Johnson – Aye | Alderman Detweiler – Aye  |
| Alderman Wilson – Aye  |                           |

Board President Widaman declared Bill #23-30 passed and designated it to be Ordinance #2353.

**OFFICER & STAFF COMMUNICATIONS**

Alderman Wilson thanked the Mayor and the Board for their support of his attendance to the National League of Cities conference in Washington DC.

Alderman Gittemeier mentioned she will be out of town March 10<sup>th</sup> – 20<sup>th</sup> and will not be available for the next meeting.

Alderman Widaman recognized the boy scout in the audience and also thanked everyone for coming out.

**ADJOURNMENT**

A motion was made by Alderman Wilson, seconded by Alderman Johnson to adjourn the meeting at 7:26 p.m. Motion passed unanimously.

Respectfully submitted,

---

Kim Clark, City Clerk

The City of Dardenne Prairie Work Session was called to order at 6:04 p.m.

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

The following were in attendance: Aldermen Detweiler, Johnson, Widaman, Wilson and Gittemeier. Mayor Gotway was absent. Also present were City Clerk Kim Clark, City Administrator Cathy Pratt, City Engineer Tom Weis and City Attorney's John Young and Mack Meyers.

The meeting was opened with the Pledge of Allegiance.

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

1. Renaming of Henke Rd Exit (Johnson & Wilson)

A motion was made by Alderman Johnson, seconded by Alderman Wilson to place the renaming on the next agenda. Motion passed unanimously.

2. Review of 03-05-25 Board of Aldermen agenda

### **STAFF COMMUNICATIONS**

City Engineer Wies mentioned the County Road Board applications are due soon. He also mentioned there will be a preconstruction meeting on 3/7 with the Prairie Ridge Animal Hospital.

City Administrator Pratt mentioned the following upcoming events:

3/7 Bingo

3/21 Board game day

4/5 Mission Clean Stream/Arbor Day (volunteers needed)

She also mentioned the St. Charles County Senior Property Tax Relief Program application period will be March 1<sup>st</sup> – June 30<sup>th</sup>. She also stated the need to reapply annually. Alderman Gittemeier mentioned you can submit online.

Alderman Johnson mentioned his attendance at a recent meeting with the Missouri Highway Department, along with Mayor Gotway and State Representatives regarding the Highway 40 and Highway 364 access. He provided a map with options off Highway 364 and inquired if the Board would like to pursue the issue.

Alderman Detweiler inquired about the street markings in the Lewis and Clark subdivision and also stated she would like to get signage installed in the cul-de-sac.

City Administrator Pratt noted she is working with the County police for proper language on the signs.

### **ADJOURNMENT**

The motion was adjourned at 6:30 p.m.

Respectfully submitted,

---

Kim Clark, City Clerk

**EXPENDITURES FOR APPROVAL  
3/19/2025**

1 Ameren	City Hall	2,071.66
2 Ameren	Traffic Light 2	50.86
3 Ameren	Traffic Light	12.16
4 Ameren	Street Lights	35.99
5 Ameren	Street Lights	190.08
6 Ameren	Concession Stand	319.51
7 Ameren	City Park	163.87
8 Ameren	Athletic Complex	423.07
9 C N A Surety	Annual Bond	283.05
10 CDS Office Technologies	Copiers	269.51
11 Charter Communications	Service through 3/07/25	203.49
12 Cuivre River Electric	Light on Weldon Spring	41.00
13 Cuivre River Electric	Henke/Feise Rd. Traffic Signals	86.00
14 Cuivre River Electric	Light at Georgetown Park	65.14
15 Cuivre River Electric	Lights at St. Williams Apts.	50.82
16 Cuivre River Electric	Hanley Rd. Traffic Signal	90.00
17 First Bank	Credit Card Charges	4,304.58
18 Hamilton Weber	Legal fees: February, 2025	5,172.98
19 Insurance - The Hartford	March, 2025	426.00
20 Kone Chicago	Quarterly Elevator Maintenance	577.62
21 Martin Door	Parks Garage Door Repair	253.75
22 MO Dept of Natural Resources	Annual Operating Permit	250.00
23 New Frontier Materials	Pothole Repair Material	290.83
24 Nichole Bouchard	Bingo Prizes	225.00
25 PASS Security	Monitoring	233.10
26 Payroll	3-14-25 Payroll	29,956.57
27 Pro Outdoor	Irrigation Activation	716.00
28 R & R Sanitation	Porta Potties	114.00
29 St. Charles Business Record	Public Hearing Notice	83.04
30 Total Lock & Security	Door Lock Maintenance	245.00
31 Traffic Control Company	Sign Posts	640.54
32 Weis Design Group	Engineering: February, 2025	20,494.95
		<b>68,340.17</b>

Approved by Board of Aldermen 3/19/25

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

**BARATHAVEN  
COMMUNITY IMPROVEMENT DISTRICT  
ANNUAL REPORT**

This Annual Report is submitted to the City Clerk of Dardenne Prairie, Missouri (the “**City**”) and the Missouri Department of Economic Development in accordance with the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the “**CID Act**”).

Pursuant to the CID Act, the BaratHaven Community Improvement District (the “**District**”) was formed by Ordinance No. 992 of the City approved on February 15, 2006, (the “**Ordinance**”) as a political subdivision of the State of Missouri in accordance with the CID Act and authorizing the implementation of the following project:

In general, the Ordinance provided that the District be established to provide revenue for funding various public improvements within the District’s boundaries relating to the development of a commercial/retail development and an adjacent residential development, including, but not limited to, site preparation and improvements, utility work and professional services relating to the development within the District, as permitted under the CID Act, supporting business activity and economic development in the District, providing services and activities as allowed under Section 67.1461 of the CID Act, and carrying out any other powers set forth in the CID Act.

On February 17, 2006, pursuant to the CID Act, the CID adopted Resolution No. 06-004 authorizing the District to impose a property tax (“**CID Property Tax**”) at the rate of not less than \$0.8555 and not more than \$1.00 per \$100.00 assessed valuation on all real property within the CID boundaries. On May 2, 2006, the qualified voters of the CID approved the CID Property Tax at a mail-in election held in accordance with Section 67.1551 of the CID Act.

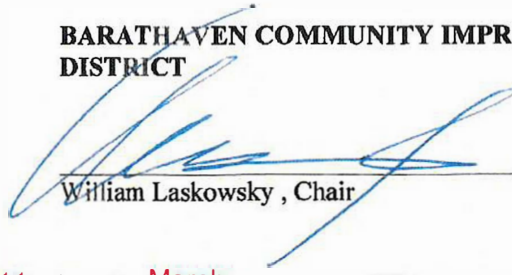
Pursuant to a Trust Indenture dated as of December 1, 2006, as supplemented by that First Supplemental Trust Indenture dated as of November 1, 2017 (as supplemented, the “**CID Indenture**”), between the District and UMB Bank, N.A., as trustee, as reimbursement for certain eligible Reimbursable Project Costs, the District issued its Not to Exceed \$4,215,000 (less the principal amount of certain notes issued by the BaratHaven Transportation Development District) BaratHaven Community Improvement District (Dardenne Prairie, St. Charles County, Missouri) Taxable Special Revenue Notes, Series 2006 (the “**CID Notes**”).

During the fiscal year ending December 31, 2024, (the “**Fiscal Year**”) the District received approximately \$202,857.10 of total revenue and had approximately \$192,124.89 of expenditures.

Copies of the written resolutions approved by the District during the Fiscal Year are attached to this report.

*(The remainder of this page is intentionally left blank.)*

**BARATHAVEN COMMUNITY IMPROVEMENT  
DISTRICT**



William Laskowsky, Chair

WITNESS my hand and official seal this 11 day of March, 2025.

ATTEST:



Robert Klahr, Assistant Secretary

**RESOLUTION NO. 24-001**

**A RESOLUTION OF THE BARATHAVEN COMMUNITY IMPROVEMENT DISTRICT APPROVING THE DISTRICT'S REAL PROPERTY TAX LEVY RATE FOR 2024; AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH**

**WHEREAS**, on February 15, 2006, the Board of Aldermen of the City of Dardenne Prairie, Missouri passed and approved Ordinance No. 992, which established the BaratHaven Community Improvement District (the "***District***") as a political subdivision of the State of Missouri in accordance with the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "***CID Act***"); and

**WHEREAS**, on February 17, 2006, pursuant to Section 67.1531 of the CID Act, the Board of Directors of the District adopted Resolution No. 06-004 authorizing a tax upon real property located within the District at a rate of not more than \$1.00 per \$100 equalized assessed valuation for a term not to exceed 40 years from the date such tax was approved by the qualified voters of the District (the "***CID Real Property Tax***"), which CID Real Property Tax became effective following its approval by the qualified voters of the District at a mail-in election held on May 2, 2006, in accordance with the CID Act and which CID Real Property Tax was first levied in 2006; and

**WHEREAS**, pursuant to Section 67.1541.2 of the CID Act, the CID Real Property Tax is collected by the Collector of Revenue of St. Charles County, Missouri (the "***Collector***") in the same manner as other real property taxes and the Collector may deduct from such CID Real Property Tax revenues the reasonable and actual costs of collection in such amount as permitted under the Revised Statutes of Missouri, as amended; and

**WHEREAS**, pursuant to Section 67.1531.2 of the CID Act, the District may levy a real property tax rate lower than the tax rate ceiling approved by the qualified voters and may increase that lowered tax rate to a level not exceeding the tax rate ceiling without further approval of the qualified voters; and

**WHEREAS**, pursuant to Section 67.110 of the Revised Statutes of Missouri, as amended, the District's Board of Directors held a public hearing on the proposed CID Real Property Tax rate for 2024 (the "***Public Hearing***"); and

**WHEREAS**, pursuant to Section 67.110 of the Revised Statutes of Missouri, as amended, notice of the Public Hearing was given (the "***Notice***"), a copy of which Notice is set forth as **Exhibit B**, attached hereto and incorporated herein by reference; and

**WHEREAS**, pursuant to Section 67.110 of the Revised Statutes of Missouri, as amended, at the Public Hearing, citizens were given the opportunity to express comments and be heard prior to approval of the CID Real Property Tax rate for 2024; and

**WHEREAS**, the District's Board of Directors desires to approve the CID Real Property Tax levy for 2024 at the rate of \$0.7215 per \$100.00 of assessed valuation as provided for on the tax roll set forth on **Exhibit A**, attached hereto and incorporated herein by reference, which tax rate has been determined based upon the 2024 tax levy rate calculation set forth on **Exhibit C**, attached hereto and incorporated herein by reference, and as based upon the "Certification of the St. Charles County Property Tax Rolls

After Board Of Equalization” as set forth on **Exhibit D**, attached hereto and incorporated herein by reference.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BARATHAVEN COMMUNITY IMPROVEMENT DISTRICT, AS FOLLOWS:**

**Section 1. Approval of CID Real Property Tax Rate for 2024.** The Board of Directors of the District hereby approves the CID Real Property Tax for 2024 (also referred to herein as the District’s real property tax levy rate for 2024) to be levied upon all real property in the District at the rate of \$0.7215 per \$100.00 of assessed valuation for the tax year ending December 31, 2024, as provided for on the tax roll set forth on **Exhibit A**, attached hereto and incorporated herein by reference, which tax rate has been determined based upon the 2024 tax levy rate calculation set forth on **Exhibit C**, attached hereto and incorporated herein by reference, and based upon the “Certification of the St. Charles County Property Tax Rolls After Board Of Equalization” set forth on **Exhibit D**, attached hereto and incorporated herein by reference, which is all subject to approval by the Missouri State Auditor and may be revised to reflect any required changes.

**Section 2. Submittal of Resolution to Collector and County Clerk.** The District’s General Counsel shall provide certified copies of this Resolution to the Collector and the Clerk of St. Charles County, Missouri, as required.

**Section 3. District Officers to Execute Resolution.** The Chair or Vice Chair of the Board of Directors of the District is hereby authorized and directed to execute this Resolution for and on behalf of and as the act and deed of the District and the Secretary or Assistant Secretary of the Board of Directors of the District is hereby authorized and directed to attest to this Resolution.

**Section 4. Further Authority.** All actions heretofore taken by the authorized officials, officers, representatives, agents and employees of the District in connection with the transactions contemplated by this Resolution are hereby confirmed and approved, and the District shall, and the officials, officers, representatives, agents and employees of the District are hereby authorized and directed to, take such further action, and execute and deliver such other documents and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

**Section 5. Severability.** The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

**Section 6. Governing Law.** This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

**Section 7. Effective Date.** This Resolution shall take effect and be in full force upon its adoption by the Board of Directors of the District.

*(The remainder of this page is intentionally left blank.)*

Passed this 29<sup>th</sup> day of August, 2024.

I, the undersigned, Chair of the BaratHaven Community Improvement District, hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the District at a meeting held, after proper notice, on August 29, 2024.



**BARATHAVEN COMMUNITY  
IMPROVEMENT DISTRICT**

  
\_\_\_\_\_  
Chair, Board of Directors

WITNESS my hand and official seal this 29<sup>th</sup> day of August, 2024.

ATTEST:

  
\_\_\_\_\_  
Assistant Secretary, Board of Directors

**EXHIBIT A**

**TAX ROLL**

(Attached hereto.)











**EXHIBIT B**

**NOTICE**

(Attached hereto.)

St. Charles County  
**JOURNAL**

**AFFIDAVIT OF PUBLICATION**

County of St. Charles

ss

State of Missouri

Before the undersigned, a Notary Public of Jackson County, Missouri, duly commissioned, qualified and authorized by law to administer oaths, personally appeared

**Shannon Grindinger**

Publisher of **St. Charles County Journal**, a daily newspaper of general circulation published, issued, and entered as periodicals class mail in the county of St. Charles, Missouri, that he/she is authorized to make this affidavit and sworn statement; that the notice or other legal advertisement of

**Public Hearing**

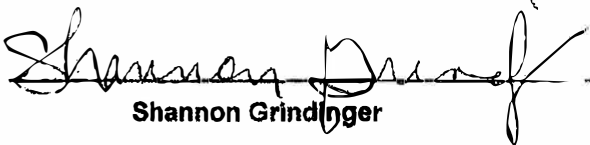
a true copy of which is attached hereto, was published in **St. Charles County Journal** on the following dates:

August 15, 2024

in volume **16**


and numbered **93**

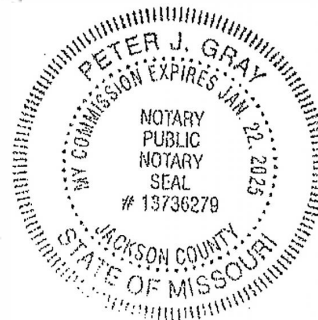
and that the said newspaper in which such notice, was published was, at the time of each and every such publication, a newspaper meeting the requirements and qualifications of Chapter 443, Revised Statutes of Missouri and Chapter 493 including Section 493.050

  
**Shannon Grindinger**

Sworn to and subscribed  
before me this

August 15, 2024

  
**Peter J. Gray**  
Notary Public—Jackson County, State of Missouri  
My commission expires January 22, 2025  
Commission No. 13736279



**See attached**

## NOTICE OF PUBLIC HEARING

The Board of Directors of the BaratHaven Community Improvement District (the "District") will hold a public hearing at 4:00 p.m. on Thursday, August 29, 2024, at the Dardenne Prairie City Hall, 2032 Hanley Road, Dardenne Prairie, Missouri 63368, for citizens to express comments and be heard prior to the approval of the real property tax rate proposed to be levied by the District (the "Proposed Tax Rate"). Set forth in the below table, among other things, is the amount of revenue required to be provided from the Proposed Tax Rate as set forth in the annual budget adopted by the District. Real property tax rates of the District are determined by dividing the revenue required by the assessed valuation of the real property in the District. This amount is then multiplied by 100 so the real property tax rate is expressed in cents per \$100 of assessed valuation, then a voluntary reduction is made by the District, if any. Real property tax rates are subject to approval by the Missouri State Auditor and may be revised to reflect required changes.

	Estimated Current Year (2024)*	Prior Year (2023)
Assessed Valuation of Real Property	\$29,469.661	\$28,226.056

\*The Aggregate Estimated Assessed Valuation prior to any adjustments for new construction and improvements.

	Estimated Revenue Required from Proposed Tax Rate for Current Year (2024)	Estimated Proposed Tax Rate for Current Year (2024)	Real Property Tax Rate for Prior Year (2023)
District Real Property General Revenue Tax Levy	\$212,623.60	\$0.7215	\$0.7215

By: Robert D. Klahr, General Counsel  
BaratHaven Community Improvement District

**EXHIBIT C**

**TAX LEVY RATE CALCULATION**

(Attached hereto.)



MARCH 13, 2024

BARATHAVEN COMMUNITY IMPROVEMENT DISTRICT  
 ATTENTION: LINDA AUBUCHON  
 1001 BOARDWALK SPRINGS PL #50  
 O' FALLON, MO 63368

PURSUANT TO SENATE BILL 711 (SB711), SECTION 137.243, THE COUNTY IS TO PROVIDE THE AGGREGATE VALUES AS STATED BELOW FOR THE PROJECTED TAX RATES FOR 2024.

2023-2024 VALUE REPORT  
 CERTIFIED - MARCH 2024  
 BARATHAVEN COMMUNITY IMPROVEMENT DISTRICT

REAL ESTATE	29,476,293
PERSONAL PROPERTY	0
RAILROAD & UTILITIES	
STATE ASSESSED REAL	0
STATE ASSESSED PERSONAL	0
LOCAL ASSESSED REAL	0
LOCAL ASSESSED PERSONAL	0
<b>TOTAL VALUE</b>	<b>29,476,293</b>
GAIN NEW CONSTRUCTION-PRELIMINARY-ASSESSOR	722,198
GAIN ANNEXATION-PRELIMINARY-ASSESSOR	0

Given under my hand and official seal the 2024 Real Estate preliminary totals this 13th day of March, 2024.

*[Handwritten signature]*

2023 TAX RATE .7215

Stephanie Hughey, Financial Program Administrator

By April 8th 2024 we must have in our office the following:	General Revenue	Debt (GO Bonds)	Other:
1. Projected tax Rate	0.7215		
2. Ceiling Rate	0.7215		
3. Maximum Voter Approved Levy	1.0000		
4. Phone number to be published on Projected Tax Liability Statement	314.621.5070		
5. Name of person completing form	Robert D. Klahr		
6. Signature of person completing form	<i>[Handwritten Signature]</i>		
7. Contact phone number of person completing form	314.552.6683		
8. Date completed			

**INFORMAL TAX RATE CALCULATOR FILE**

Data Entry Page

Printed on: 3/27/2024

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

Name of Political Subdivision: BaratHaven CID  
 Political Subdivision Code: 170920005  
 (XX - XXX - XXXX)  
 Purpose: General Revenue

YEAR: 2024

INSTRUCTIONS: COMPLETE THE HIGHLIGHTED CELLS TO USE THIS TAX RATE CALCULATOR.

CLICK ON THE TABS BELOW TO VIEW THE SUMMARY PAGE, FORM A, FORM B, FORM C, AND INFORMATIONAL DATA.

PRINT OFF THE SUMMARY PAGE, FORM A, FORM B, FORM C, & INFORMATIONAL DATA IF DESIRED.

Information gathered on this tab is used to calculate the Summary Page, Form A, Form B, Form C, & Informational Data tabs. Data entered in Column 1 is used to calculate the Tax Rate Ceiling had no voluntary reductions been taken in a prior even numbered year (see the Informational Data tab for this calculation). The political subdivision must use Column 2 for setting its property tax rate (see the Summary Page and Form A for this calculation). The numbers in the Column 2 may be different from Column 1 if a voluntary reduction was taken in a prior even numbered year.

	Column 1	Column 2
	Based on Prior Year Tax Rate Ceiling as if No Voluntary Reductions Were Taken in a Prior Even Numbered Year	For Political Subdivision Use in Calculating its Tax Rate
1) (2023) Prior year tax rate ceiling, revised if applicable Column 1 (Prior year Informational Data, Line F) Column 2 (Prior year Summary Page, Line F in an even year, Line F minus Line H in an odd year)	0.7215	
2) Most recent voter approved rate (Prior year's Summary Page, Line E or Form B, Line 15 if new ballot)	1.0000	

**Form A - Assessed Valuations**

	Real Estate	Personal Property
1) (2024) Current year assessed valuation	29,476,293	
2) New construction and improvements	722,198	Calculated Amount
3) Newly added territory		
4) (2023) Prior year assessed valuation	28,226,056	
5) Newly separated territory		
6) Property changed from local to state assessed		

**Form B - Additional Voter Approved Rates - See Form B for additional instructions**

1) Date of election: \_\_\_\_\_ 3) Election results: Yes: \_\_\_\_\_ No: \_\_\_\_\_

1a) Is this election increasing an existing rate? \_\_\_\_\_ (Yes or No)

2a) Voter approved tax rate or increase Amount of increase ("increase of/by") \_\_\_\_\_ or \_\_\_\_\_ 4) Expiration date (if applicable): \_\_\_\_\_

2b) Stated rate approved by voters ("increase to") \_\_\_\_\_

Ballot language approved: Attach a sample ballot or state the proposition posed to the voters exactly as it appeared on the ballot.

**Form C - Debt Service Requirements - See Form C for additional instructions**

1) (2025) Principal and interest payments for next calendar year (Form C, Line 2) \_\_\_\_\_

2) Estimated cost of collection & allowance for delinquencies (Form C, Line 3) \_\_\_\_\_

3) (2026) Reasonable reserve for payments for year following next calendar year (Form C, Line 4) \_\_\_\_\_

4) (2024) Anticipated December 31st balance (Form C, Line 6) \_\_\_\_\_

Summary Page

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

BaratHaven CID	170920005	General Revenue
Name of Political Subdivision	Political Subdivision Code	Purpose of Levy

The information to complete the Summary Page is available from prior year forms, computed on the attached forms, or on this page. Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

	For Political Subdivision Use in Calculating its Tax Rate
A. <b>Prior year tax rate ceiling</b> as defined in Chapter 137, RSMo, revised if the prior year data changed or a voluntary reduction was taken in a non-reassessment year (Prior year Summary Page, Line F minus Line H in odd numbered year or prior year Summary Page, Line F in even numbered year)	0.7215
B. <b>Current year rate computed</b> pursuant to Article X, Section 22, of the Missouri Constitution and Section 137.073, RSMo, if no voter approved increase (Form A, Line 18)	0.7215
C. <b>Amount of rate increase authorized by voters for current year</b> if same purpose, (Form B, Line 7)	
D. <b>Rate to compare to maximum authorized levy to determine tax rate ceiling</b> (Line B if no election, otherwise Line C)	0.7215
E. <b>Maximum authorized levy</b> the most recent voter approved rate	
F. <b>Current year tax rate ceiling</b> maximum legal rate to comply with Missouri laws	0.7215
G1. <b>Less required sales tax reduction</b> taken from tax rate ceiling (Line F), if applicable	0.0000
G2. <b>Less 20% required reduction 1st class charter county political subdivision NOT submitting an estimated non-binding tax rate to the county(ies)</b> taken from tax rate ceiling (Line F)	0.0000
H. <b>Less voluntary reduction by political subdivision</b> taken from the tax rate ceiling (Line F) WARNING: A Voluntary reduction taken in an even numbered year will lower the tax rate ceiling for the following year.	
I. <b>Plus allowable recoupment rate</b> added to tax rate ceiling (Line F) If applicable, attach Form G or H.	
J. <b>Tax rate to be levied</b> (Line F - Line G1 - Line G2 - Line H + Line I)	
AA. <b>Rate to be levied for debt service</b> , if applicable (Form C, Line 10)	
BB. <b>Additional special purpose rate authorized by voters</b> after the prior year tax rates were set, (Form B, Line 7 if a different purpose)	

**Certification of Non-Binding Estimated Tax Rate to the County Clerk(s)**

I, the undersigned, [redacted] (Office) of BaratHaven CID (Political Subdivision) levying a rate in [redacted] (County(ies)) do hereby certify that the data set forth above and on the accompanying forms is true and accurate to the best knowledge and belief.

Please complete Lines G through BB, sign this form, and return to the county clerk(s).

[redacted]	[redacted]	[redacted]	[redacted]
(Date)	(Signature)	(Printed Name)	(Telephone)

NOTE: THIS IS AN INFORMAL TAX RATE CALCULATOR FILE INTENDED FOR POLITICAL SUBDIVISION PRELIMINARY CALCULATIONS ONLY. THIS FILE IS NOT INTENDED TO BE USED BY THE POLITICAL SUBDIVISION TO SUBMIT THEIR TAX RATE TO THE COUNTY.

ONLY THE PROFORMA PRINTED FROM THE STATE AUDITOR'S ONLINE TAX RATE SYSTEM SHOULD BE SUBMITTED TO THE COUNTY TO SET THE FINAL TAX RATE.

IF THIS POLITICAL SUBDIVISION LEVIES A PROPERTY TAX RATE PARTIALLY OR WHOLLY IN CLAY COUNTY, JACKSON COUNTY, ST. LOUIS COUNTY, OR THE CITY OF ST. LOUIS AND CHANGES ARE NECESSARY TO THE 2018 TAX RATE FORMS, PLEASE LOG ONTO THE STATE AUDITOR'S TAX RATE SYSTEM AND ENTER UPDATED INFORMATION TO MAKE THOSE CHANGES AND SELECT SUBMIT. CONTACT THE STATE AUDITOR'S OFFICE IF YOU HAVE MISPLACED YOUR USER ID AND/OR PASSWORD.

OTHERWISE FOR POLITICAL SUBDIVISIONS NOT PARTIALLY IN CLAY COUNTY, JACKSON COUNTY, ST. LOUIS COUNTY, OR THE CITY OF ST. LOUIS CONTACT YOUR COUNTY CLERK(S) TO HAVE THEM LOG ONTO THE STATE AUDITOR'S TAX RATE SYSTEM TO MAKE ANY NECESSARY CHANGES.

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

BaratHaven CID	170920005	General Revenue
Name of Political Subdivision	Political Subdivision Code	Purpose of Levy

This page shows the information that would have been on the line items for the Summary Page, Form A, and/or Form B had no voluntary reduction(s) been taken in prior even numbered year(s). The information on this page should not be used in the current year unless the taxing authority wishes to reverse any voluntary reduction(s) taken in prior even numbered year(s) and follows the following steps in an even numbered year.

- Step 1 The governing body should hold a public hearing and adopt a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate.
- Step 2 Submit a copy of the resolution, policy statement, or ordinance to the State Auditor's Office for review.

Based on Prior Year Tax Rate Ceiling as if No Voluntary Reductions were Taken in a Prior Even Numbered Year

**Informational Summary Page**

A. Prior year tax rate ceiling (Prior Year Informational Summary Page, Line F)	0.7215
B. Current year rate computed (Informational Form A, Line 18 below)	0.7215
C. Amount of increase authorized by voters for current year (Informational Form B, Line 7 below)	
D. Rate to compare to maximum authorized levy (Line B if no election, otherwise Line C)	0.7215
E. Maximum authorized levy most recent voter approved rate	1.0000
F. Tax rate ceiling if no voluntary reductions were taken in a prior even numbered year (Lower of Line D or E)	0.7215

**Informational Form A**

9. Percentage increase in adjusted valuation (Form A, Line 4 - Line 8 / Line 8 x 100)	1.8708%
10. Increase in Consumer Price Index (CPI) certified by the State Tax Commission	3.4000%
11. Adjusted prior year assessed valuation (Form A, Line 8)	28,226,056
12. (2023) Tax rate ceiling from prior year (Informational Summary Page, Line A from above)	0.7215
13. Maximum prior year adjusted revenue from property that existed in both years (Line 11 x Line 12 / 100)	203,651
14. Permitted reassessment revenue growth The percentage entered on Line 14 should be the lower of the actual growth (Line 9), the CPI (Line 10), or 5%. A negative figure on Line 9 is treated as a 0 for Line 14 purposes. Do not enter less than 0, nor more than 5%.	1.8708%
15. Additional reassessment revenue permitted (Line 13 x Line 14)	3,810
16. Total revenue permitted in current year from property that existed in both years (Line 13 + Line 15)	207,461
17. Adjusted current year assessed valuation (Form A, Line 4)	28,754,095
18. Maximum tax rate permitted by Article X, Section 22, and Section 137.073, RSMo, if no voluntary reduction was taken (Line 16 / Line 17 x 100)	0.7215

**Informational Form B**

6. Prior year tax rate ceiling to apply voter approved increase to (Informational Summary Page, Line A if increase to an existing rate, otherwise 0)	
7. Voter approved increased tax rate to adjust (If an "increase of/by" ballot, Form B, Line 5a + Line 6, if an "increase to" ballot, Form B, Line 5b)	

**EXHIBIT D**

**CERTIFICATION OF THE ST. CHARLES COUNTY PROPERTY TAX ROLLS AFTER  
BOARD OF EQUALIZATION**

(To be provided by the St. Charles County Assessor after Board of Equalization.)

**Certification of the St Charles County property tax rolls after BOE**

**BARATHAVEN COMMUNITY IMPROVEMENT DISTRICT**

2024 Assessed Value

**Classification of Property Personal**

<b>Property:</b>	\$0
<b>Total for Personal Property Real</b>	<u>\$0</u>

**Estate:**

Agricultural	<u>\$0</u>
Residential	<u>\$29,368,648</u>
Commercial	<u>\$101,013</u>
<b>Subtotal Real Estate</b>	<u>\$29,469,661</u>
<b>Totals for Real Estate</b>	<u>\$29,469,661</u>

**Locally Assessed Utilities**

**Real Estate:**

Agricultural	<u>\$0</u>
Residential	<u>\$0</u>
Commercial	<u>\$0</u>
Construction Work in Progress	<u>\$0</u>
<b>Subtotal Real Estate</b>	<u>\$0</u>

<b>Personal Property:</b>	<u>\$0</u>
Construction Work in Progress	<u>\$0</u>
<b>Subtotal Personal Property</b>	<u>\$0</u>

**Total for Locally Assessed Utilities** \$0

**Grand Total** \$29,469,661

State Assessed Real Property	0
New Construction Real Estate	<u>\$720,591</u>
New Construction Locally Assessed Utility-Real Estate	<u>\$0</u>
New Construction Personal Property	<u>\$0</u>
New Construction Locally Assessed Utility-Personal Property	<u>\$0</u>
Annexation (combined)	<u>\$0</u>
De-Annexation (combined)	<u>\$0</u>
State Assessed Real Property	0
State Assessed Personal Property	0
<b>Total Certified Value after Board of Equalization (BOE)</b>	<b>29,469,661</b>

**Respectfully submitted,**

*Peggy Stiens*  
**Peggy Stiens**

**RESOLUTION NO. 24-002**

**A RESOLUTION OF THE BARATHAVEN COMMUNITY  
IMPROVEMENT DISTRICT CONFIRMING AND APPROVING  
OPERATING FUND DISBURSEMENT REQUEST NO. 83 IN THE  
AMOUNT OF \$7,117.66; AND AUTHORIZING CERTAIN  
ACTIONS IN CONNECTION THEREWITH**

**WHEREAS**, the BaratHaven Community Improvement District (the "*District*") is a community improvement district and a political subdivision of the State of Missouri organized under the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "*CID Act*"); and

**WHEREAS**, the District was established on February 15, 2006, by Ordinance No. 992 (the "*Ordinance*") of the City of Dardenne Prairie, Missouri; and

**WHEREAS**, the Ordinance provides that the District be established for the sole purpose of funding various public improvements within and adjacent to the District boundaries (the "*Project*"), which public improvements are anticipated to be made in connection with the development, operation and maintenance of a commercial retail development within the District; and

**WHEREAS**, on February 17, 2006, pursuant to the CID Act, the District adopted Resolution No. 06-004, authorizing the District to impose a property tax (the "*CID Property Tax*") on all real property within the boundaries of the District, which CID Property Tax was approved by the qualified voters at a mail-in election held in accordance with Section 67.1551 of the CID Act on May 2, 2006; and

**WHEREAS**, pursuant to a Trust Indenture dated as of November 1, 2017 (as supplemented, the "*CID Indenture*"), between the District and UMB Bank, N.A., as trustee, the District issued its BaratHaven Community Improvement District (Dardenne Prairie, St. Charles County, Missouri) Taxable Special Revenue Notes, Series 2006 (the "*CID Notes*") to finance the Project; and

**WHEREAS**, in accordance with Section 405 of the Indenture, the Board of Directors of the District desires to confirm and approve payment of certain operating costs of the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BARATHAVEN COMMUNITY IMPROVEMENT DISTRICT, AS FOLLOWS:**

**Section 1. Confirmation and Approval of Operating Fund Disbursement Request.** The District's Board of Directors hereby confirms and approves the payment of Operating Fund Disbursement Request No. 83 in the amount of \$7,117.66 (the "*Disbursement Request*") as set forth on **Exhibit A**, attached hereto and incorporated herein by reference.

**Section 2. District Officers to Execute Resolution.** The Chair or Vice Chair of the Board of Directors of the District is hereby authorized and directed to execute this Resolution for and on behalf of and as the act and deed of the District and the Secretary or Assistant Secretary of the District is hereby authorized and directed to attest to this Resolution.

**Section 3. Further Authority.** All actions heretofore taken by the authorized officials, officers, representatives, agents and employees of the District in connection with the transactions contemplated by this Resolution are hereby confirmed and approved, and the District shall, and the officials, officers, representatives, agents and employees of the District are hereby authorized and directed to, take such further action, and execute and deliver such other documents and instruments as may be

necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the District with respect to the Disbursement Requests.

**Section 4. Severability.** The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

**Section 5. Governing Law.** This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

**Section 6. Effective Date.** This Resolution shall take effect and be in full force upon its passage by the District's Board of Directors.

Passed this 29<sup>th</sup> day of August, 2024.

I, the undersigned, Chair of the BaratHaven Community Improvement District, hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the District at a meeting held, after proper notice, on August 29, 2024.



**BARATHAVEN COMMUNITY  
IMPROVEMENT DISTRICT**

  
\_\_\_\_\_  
Chair, Board of Directors

WITNESS my hand and official seal this 29<sup>th</sup> day of August, 2024.

ATTEST:

  
\_\_\_\_\_  
Assistant Secretary, Board of Directors

**EXHIBIT A**

**DISBURSEMENT REQUEST**

**(Attached hereto.)**

**REQUEST FOR DISBURSEMENT FROM OPERATING FUND**

Request No. 83

Dated: November 1, 2023

**WRITTEN REQUEST FOR DISBURSEMENT FROM  
THE ACCOUNT OF THE OPERATING FUND**

**BARATHAVEN COMMUNITY IMPROVEMENT DISTRICT  
(DARDENNE PRAIRIE, ST. CHARLES COUNTY, MISSOURI)  
SPECIAL REVENUE NOTES  
SERIES 2006**

To: UMB Bank, N.A., as Trustee  
2 South Broadway, Suite 600  
St. Louis, Missouri 63102  
Attention: Corporate Trust Department

as Trustee under the Trust Indenture dated as of June 1, 2006, (the "*Indenture*") from the BaratHaven Community Improvement District to said Trustee

Pursuant to Section 405 of the Indenture, the BaratHaven Community Improvement District (the "*CID*") requests payment from the Account of the Operating Fund in accordance with this request and said Section 405 of the Indenture and hereby states and certifies as follows:

1. The date and number of this request are as set forth above.
2. All terms in this request shall have and are used with the meanings specified in the Indenture.
3. The names of the persons, firms or corporations to whom the payments requested hereby are due, the amounts to be paid and the general classification and description of the costs for which each obligation requested to be paid hereby was incurred are as set forth on **Attachment I** hereto.
4. Each item listed on **Attachment I** is presently due and payable and is payable or reimbursable under the Indenture and each item thereof is a proper charge against the Account of the Operating Fund.
5. Each item listed on **Attachment I** has not previously been paid or reimbursed from moneys in the Account of the Operating Fund and no part thereof has been included in any other Disbursement Request previously filed with the Trustee under the provisions of the Indenture or reimbursed from CID Note proceeds.
6. There has not been filed with or served upon the CID any notice of any lien, right to a lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
7. All necessary permits and approvals required for the portion of the work for which this certificate relates have been issued and are in full force and effect.
8. All work for which payment or reimbursement is requested has been performed in accordance with the plans and specifications therefor.

9. Payment should be made by disbursement of funds from the Account of the Operating Fund.

**BARATHAVEN COMMUNITY IMPROVEMENT  
DISTRICT**

By: 

Authorized District Representative

**ATTACHMENT I**

**WRITTEN REQUEST FOR DISBURSEMENT FROM  
THE ACCOUNT OF THE OPERATING FUND**

**BARATHAVEN COMMUNITY IMPROVEMENT DISTRICT  
(DARDENNE PRAIRIE, ST. CHARLES COUNTY, MISSOURI)  
SPECIAL REVENUE NOTES  
SERIES 2006**

Request No. 83

Dated: November 1, 2023

**SCHEDULE OF PAYMENTS REQUESTED**

<b><u>Person, firm or corporation to whom payment is due</u></b>	<b><u>Amount to be paid</u></b>	<b><u>General classification and description of payment requested<sup>1</sup></u></b>
St. Charles County Journal 501 E. Armour Blvd. Kansas City, MO 64109	\$88.56	TDD Administrative Costs: publication fee; M1286
ARMSTRONG TEASDALE LLP Department Number 478150 P.O. Box 790100 St. Louis, MO 63179-9933  For Remittance by Wire Transfer: Bank Name/Address: Cass Commercial Bank 12412 Powerscourt Drive, Suite 175 St. Louis, MO 63131  ABA Routing #: 081000605 Account #: 40066991 Account Name: Armstrong Teasdale LLP	\$7,029.10	TDD Administrative Costs: Legal Fees ; Invoice No. 3112630-OAF, dated October 30, 2023 - \$7,029.10 to be paid with remaining balance of \$60.68 due after funding.
<b>TOTAL</b>	<b>\$7,117.66</b>	

<sup>1</sup> If Costs of Issuance, then funded from the Costs of Issuance Account. If Transportation Project Costs related to the Primary Transportation Project, then funded from the Project Account.

# Journal

Please Remit to:  
501 E. Armour Blvd.  
Kansas City, MO 64109  
Phone: (816) 221-2552  
Fax: 221-5096

Armstrong Teasdale LLP  
7700 Forsyth Blvd., Suite 1800  
St. Louis MO 63105-1847

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**Public Hearing**

**Real Property Tax Rate (BaratHaven Community  
Improvement District)**

legal number

M1286

\$88.56

First publication  
date: 08/15/2023

Final publication  
date: 08/15/2023



**Armstrong  
Teasdale**

7700 Forsyth Boulevard, Suite 1800  
St. Louis, MO 63105  
Phone: 314.621.5070  
Fed ID: 43-1274026

*Contact us with question or concerns  
Accountinginfo@atllp.com or 314.719.8270*

Attn: William Laskowsky  
BaratHaven Community Improvement  
District  
c/o M Property Services, LLC  
1001 Boardwalk Springs Place  
Suite 10  
O'Fallon, MO 63368

October 30, 2023  
Invoice No. 3112630-OAF  
File No. 46117 / 1

**REMITTANCE COPY**

Please return with payment

<b>Matter</b>	<b>Matter Name</b>	<b>Total</b>
1	General	\$7,089.78

Operating fund disbursement request no. 83 dated 11/1/2023,  
paying \$7,029.10, with remaining balance due of \$60.68.

**For Remittance by ACH or Wire Transfer:**

ABA Routing #: 081000605

Bank: Cass Commercial Bank

Account #: 40066991

Account Name: Armstrong Teasdale LLP

Swift Code (International): CASSUS41

PLEASE REFERENCE INVOICE NUMBER

PAYMENT IS DUE UPON RECEIPT.  
INTEREST CHARGES MAY ACCRUE ON PAST DUE BALANCES.



**Armstrong  
Teasdale**

7700 Forsyth Boulevard, Suite 1800  
St. Louis, MO 63105  
Phone: 314.621.5070  
Fed ID: 43-1274026

*Contact us with question or concerns  
Accountinginfo@atllp.com or 314.719.8270*

Attn: William Laskowsky  
BaratHaven Community Improvement  
District  
c/o M Property Services, LLC  
1001 Boardwalk Springs Place  
Suite 10  
O'Fallon, MO 63368

October 30, 2023  
Invoice No. 3112630-OAF  
File No. 46117 / 1

**GENERAL**

**For fees and costs in connection with serving as the District's general counsel for the fiscal year ending December 31, 2023.**

**Matter Total                      7,089.78**

**RESOLUTION NO. 24-003**

**A RESOLUTION OF THE BARATHAVEN COMMUNITY IMPROVEMENT DISTRICT AMENDING THE BUDGET OF THE DISTRICT FOR THE FISCAL YEAR ENDING DECEMBER 31, 2024; APPROVING THE PROPOSED BUDGET OF THE DISTRICT FOR THE FISCAL YEAR ENDING DECEMBER 31, 2025 WITH INSTRUCTIONS TO FORWARD SAME TO THE CITY OF DARDENNE PRAIRIE, MISSOURI IN COMPLIANCE WITH THE COMMUNITY IMPROVEMENT DISTRICT ACT; AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH**

**WHEREAS**, the BaratHaven Community Improvement District (the "*District*") is a political subdivision of the State of Missouri organized under the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "*CID Act*"); and

**WHEREAS**, Section 67.010 of the Revised Statutes of Missouri, as amended, requires each political subdivision of the State of Missouri to prepare an annual budget prior to the beginning of the ensuing fiscal year; and

**WHEREAS**, Section 67.030 of the Revised Statutes of Missouri, as amended, allows each political subdivision to revise, alter, increase or decrease the items contained in the budget; provided, that in no event shall the total authorized expenditures from any fund exceed the estimated revenues to be received plus any unencumbered balance or less any deficit estimated for the beginning of the budget year; and

**WHEREAS**, Section 67.1471 of the CID Act requires that the District shall submit the proposed annual budget prior to the beginning of each fiscal year to the Board of Aldermen of the City of Dardenne Prairie, Missouri (the "*City*").

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BARATHAVEN COMMUNITY IMPROVEMENT DISTRICT, AS FOLLOWS:**

**Section 1. Amendment of Budget for Fiscal Year 2024.** The budget of the District for the fiscal year ending December 31, 2024, is hereby amended as set forth on **Exhibit A**, attached hereto and incorporated herein by reference.

**Section 2. Approval of Proposed Budget for Fiscal Year 2025.** The proposed budget of the District for the fiscal year ending December 31, 2025, is hereby approved as set forth on **Exhibit A**, attached hereto and incorporated herein by reference.

**Section 3. Transmittal of Budget to the City.** The District shall submit a copy of the proposed budget referenced in Section 2 of this Resolution to the City's Board of Aldermen, pursuant to the CID Act. The City's Board of Aldermen may review and comment in accordance with the CID Act. If the District does not receive written comments from the City's Board of Aldermen on or before the date that is the later of 60 days prior to the first day of the fiscal year ending December 31, 2025, or 30 days after submission of the budget to the City's Board of Aldermen, the proposed budget shall become the final budget.

**Section 4. District Officers to Execute Resolution.** The Chair or Vice Chair of the Board of Directors of the District is hereby authorized and directed to execute this Resolution for and on behalf

of and as the act and deed of the District and the Secretary or Assistant Secretary of the District is hereby authorized and directed to attest to this Resolution.

**Section 5. Further Authority.** All actions heretofore taken by the authorized officials, officers, representatives, agents and employees of the District in connection with the transactions contemplated by this Resolution are hereby confirmed and approved, and the District shall, and the officials, officers, representatives, agents and employees of the District are hereby authorized and directed to, take such further action, and execute and deliver such other documents and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

**Section 6. Severability.** The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

**Section 7. Governing Law.** This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

**Section 8. Effective Date.** This Resolution shall take effect and be in full force upon its passage by the District's Board of Directors.

Passed this 29<sup>th</sup> day of August, 2024.

I, the undersigned, Chair of the BaratHaven Community Improvement District, hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the District at a meeting held, after proper notice, on August 29, 2024.



**BARATHAVEN COMMUNITY  
IMPROVEMENT DISTRICT**

  
\_\_\_\_\_  
Chair, Board of Directors

WITNESS my hand and official seal this 29<sup>th</sup> day of August, 2024.

ATTEST:

  
\_\_\_\_\_  
Assistant Secretary, Board of Directors

**EXHIBIT A**

**BARATHAVEN  
COMMUNITY IMPROVEMENT DISTRICT**

**PROPOSED BUDGET FOR FISCAL YEAR ENDING DECEMBER 31, 2025**

**AND**

**AMENDED BUDGET FOR FISCAL YEAR ENDING DECEMBER 31, 2024**

William Laskowsky, Chair/Director

Andrew Burchett, Assistant  
Treasurer/Director

Craig Stankovich, Vice Chair/Secretary/Director

Ed Etzkorn, Treasurer/Director

EJ Sansone, Director

Robert Klahr, Executive Director/Assistant Secretary

**BUDGET MESSAGE  
BY EXECUTIVE DIRECTOR**

The City of Dardenne Prairie, Missouri (the "*City*"), and Creek Valley, LLC ("*Creek Valley*"), and Barathaven Development, LLC ("*Barathaven*" and, together with Creek Valley, the "*Developer*"), and Barat Academy (the "*Academy*") entered into a First Amended and Restated Annexation Agreement dated as of December 1, 2007 (as modified or amended from time to time, the "*Annexation Agreement*"), to provide for certain transportation-related improvements and other public improvements within the City. Pursuant to the Annexation Agreement, the Developer agreed to create the BaratHaven Transportation Development District (the "*TDD*") for the purpose of financing such transportation-related improvements pursuant to the Missouri Transportation Development District Act, Sections 238.200 to 238.280 of the Revised Statutes of Missouri, as amended, and agreed to create the BaratHaven Community Improvement District (the "*CID*") for the purpose of financing such public improvements pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "*CID Act*").

On January 17, 2006, a Petition for the Creation of a Community Improvement District (the "*Petition*") was filed with the Clerk of the City pursuant to the CID Act. On February 15, 2006, the City held a public hearing regarding creation of the CID, at which public hearing notice of the contents of the Petition was given. On February 15, 2006, the City's Board of Alderman adopted Ordinance No. 992 establishing the CID as a political subdivision of the State of Missouri pursuant to the CID Act.

On February 17, 2006, pursuant to the CID Act, the CID adopted Resolution No. 06-004 authorizing the District to impose a property tax ("*CID Property Tax*") at the rate of not less than \$0.8555 and not more than \$1.00 per \$100.00 assessed valuation on all real property within the CID boundaries. On May 2, 2006 the qualified voters of the CID approved the CID Property Tax at a mail-in election held in accordance with Section 67.1551 of the CID Act.

Pursuant to the Annexation Agreement, the Developer has undertaken the construction of the Transportation Project (as defined in the Annexation Agreement) and other public improvements described in the Petition (collectively, the Transportation Project and such other public improvements are defined as the "*Public Improvements*") and has submitted Certificates of Reimbursable Project Costs (as defined in the Annexation Agreement) accompanied by itemized invoices, receipts and other information to allow the CID to confirm that the amounts advanced by the Developer constitute Reimbursable Project Costs, as defined in the Annexation Agreement.

As reimbursement of the Developer for such Reimbursable Project Costs related to the Transportation Project, the TDD has authorized the issuance of its Not to Exceed \$4,215,000 BaratHaven Transportation Development District (Dardenne Prairie, St. Charles County, Missouri) Special Revenue Notes, Series 2006 (the "*TDD Notes*"), which TDD Notes are secured by a Trust Indenture dated as of August 1, 2006, as supplemented by that First Supplemental Trust Indenture dated as of November 1, 2017 (as supplemented, the "*TDD Indenture*"), between the TDD and UMB Bank, N.A., as trustee.

As reimbursement of the Developer for those Reimbursable Project Costs that are not related to the Transportation Project, the CID has authorized the issuance of its Not to Exceed \$4,215,000 (less the principal amount of the TDD Notes) BaratHaven Community Improvement District (Dardenne Prairie, St. Charles County, Missouri) Taxable Special Revenue Notes, Series 2006 (the "*CID Notes*"), which CID Notes are secured by a Trust Indenture dated as of December 1, 2006, as supplemented by that First Supplemental Trust Indenture dated as of November 1, 2017 (as supplemented, the "*CID Indenture*"), between the CID and UMB Bank, N.A., as trustee.

Pursuant to the Annexation Agreement, the Academy has undertaken the construction of the Additional Transportation Project (as defined in the Annexation Agreement) and other public improvements

on real property owned by the Academy and/or GRG (as defined in the Annexation Agreement) and described in the Petition (collectively, the Additional Transportation Project and such other public improvements are defined as the "**Academy Public Improvements**") and has submitted a Certificate of Reimbursable Project Costs accompanied by itemized invoices, receipts and other information to allow the CID to confirm that the amounts advanced by the Academy constitute Reimbursable Project Costs, as defined in the Annexation Agreement.

As reimbursement of the Academy for such Reimbursable Project Costs related to the Additional Transportation Project, it is anticipated that the TDD may, at the Academy's request, authorize the issuance of its Not to Exceed \$1,592,942 BaratHaven Transportation Development District (Dardenne Prairie, St. Charles County, Missouri) Subordinate Special Revenue Notes (the "**Subordinate TDD Notes**"), which Subordinate TDD Notes will be secured by a Trust Indenture (the "**Subordinate TDD Indenture**"), between the TDD and UMB Bank, N.A., as trustee. To date, the Academy has not requested issuance of the Subordinate TDD Notes.

As reimbursement of the Academy for those Reimbursable Project Costs that are not related to the Additional Transportation Project, the CID has authorized and may, at the Academy's request, issue of its Not to Exceed \$1,592,942 (less the principal amount of the Subordinate TDD Notes) BaratHaven Community Improvement District (Dardenne Prairie, St. Charles County, Missouri) Subordinate Special Revenue Notes (the "**Subordinate CID Notes**"), which Subordinate CID Notes will be secured by a Trust Indenture (the "**Subordinate CID Indenture**"), between the CID and UMB Bank, N.A., as trustee. To date, the Academy has not requested issuance of the Subordinate CID Notes.

Pursuant to the Annexation Agreement, the CID shall transfer all CID Revenues (as defined in the Annexation Agreement) on deposit in the CID Trust Fund (as defined in the Annexation Agreement) to provide for the payment of CID Administrative Costs (as defined in the Annexation Agreement), on-going maintenance costs and repayment of the CID Notes and, upon satisfaction in full of the CID Notes, to payment of TDD Administrative Costs (as defined in the Annexation Agreement) and repayment of the TDD Notes and, upon satisfaction in full of the TDD Notes, to payment of CID Administrative Costs and repayment of the Subordinate CID Notes and, upon satisfaction in full of the Subordinate CID Notes, to payment of TDD Administrative Costs and repayment of the Subordinate TDD Notes.

Pursuant to the Annexation Agreement, CID Administrative Costs of the District include overhead expenses of the CID for administration, supervision and inspection incurred in connection with the Public Improvements and paid initially by the Developer subject to reimbursement in accordance with the Annexation Agreement and, upon the first deposit of CID Revenues into the Operating Fund, paid by the District out of the Operating Fund, including without limitation the following: (a) reimbursement (in an amount not to exceed one and one-half percent (1½%) of the CID Revenues collected in the applicable year) of expenses incurred by the City pursuant to Section 67.1461.3 of the CID Act to establish the CID and review the CID's annual budgets and reports; (b) reimbursement of the petitioners for the costs of filing and pursuing the petition to establish the CID and all publication and incidental costs incurred therewith; (c) reimbursement of the Board of Directors for actual expenditures in the performance of authorized duties on the behalf of the CID; and (d) costs related to any authorized indebtedness of the CID, including the issuance and repayment of obligations.

To date, the CID has issued CID Notes in an aggregate principal amount of \$1,641,000. In 2008, the CID also authorized the issuance of Subordinate CID Notes and approved a Certificate of Reimbursable Project Costs in the amount of \$494,000 related to the Academy Public Improvements, but such Subordinate CID Notes have not yet been issued.

During 2023, the CID received CID Property Tax revenues of \$183,359 net of collection fees based on a tax levy of \$0.8349 per \$100 assessed value (2022 Tax Levy), and interest income of approximately \$579. The CID had total expenditures of \$184,208, consisting of interest payments of \$154,508 on the

CID Notes, CID Administrative Costs of \$10,189, a transfer of \$12,500 to the trustee for the TDD Notes for payment of TDD Administrative Costs, trustee fees of \$6,846 and bank fees of \$165. The CID did not pay any principal of the CID Notes, leaving an outstanding balance of \$2,135,000 as of December 31, 2023.

During 2024, the CID anticipates CID Property Tax revenues of approximately \$198,468 net of collection fees based on a tax levy of \$0.7215 per \$100 assessed value (2023 Tax Levy), and interest income of approximately \$1,486. The CID anticipates total expenditures of approximately \$194,673, consisting of interest payments of approximately \$164,563 on the CID Notes, legal and administrative expenses of approximately \$8,500, insurance expenses of approximately \$1,511, audit fees of approximately \$0, a transfer of \$12,500 to the trustee for the TDD Notes for payment of TDD Administrative Costs, trustee fees of approximately \$7,414 and bank fees of approximately \$185. The CID hereby pledges its net CID Revenues after payment of CID Administrative Costs, bank fees and trustee fees to repayment of the CID Notes in accordance with the CID Indenture. The CID does not anticipate paying any principal of the CID Notes, leaving an outstanding balance of \$2,135,000 as of December 31, 2024.

During 2025, the CID anticipates CID Property Tax revenues of approximately \$202,338 net of collection fees based on a tax levy of \$0.7215 per \$100 assessed value (2024 Preliminary Tax Levy), and interest income of approximately \$0. The CID anticipates total expenditures of approximately \$207,114, consisting of interest payments of approximately \$177,000 on the CID Notes, legal and administrative expenses of approximately \$10,000, insurance expenses of approximately \$0, audit fees of approximately \$0, a transfer of \$12,500 to the trustee for the TDD Notes for payment of TDD Administrative Costs, trustee fees of approximately \$7,414 and bank fees of approximately \$200. The CID hereby pledges its net CID Revenues after payment of CID Administrative Costs, bank fees and trustee fees to repayment of the CID Notes in accordance with the CID Indenture. The CID does not anticipate paying any principal of the CID Notes, leaving an outstanding balance of \$2,135,000 as of December 31, 2025.

**BaratHaven Community Improvement District  
Budget  
For the Fiscal Year Ending December 31, 2025**

	Special Trust Fund	CID MUNI Revenue Fund/Revenue Account 130733.1 &	Debt Service 130733.2	Redemption 130733.7	Operating Fund 130733.3	Total
<b>Beginning Balance</b>	\$217	\$6,977	\$418	\$0	\$176	\$7,787
<b>Summary of Receipts</b>						
CID Property Tax Revenue	\$202,338	\$0				\$202,338
Interest Earnings			\$0	\$0	\$0	\$0
Note Proceeds						\$0
<b>Total Receipts</b>	<b>\$202,338</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$202,338</b>
<b>Summary of Disbursements</b>						
Bank Fees	\$200					\$200
Operating Fund:						
Accounting Fees						\$0
Insurance Expenses					\$0	\$0
Legal/Admin. Fees and Expenses					\$10,000	\$10,000
Audit Fee					\$0	\$0
Revenue Fund: Trustee Expenses		\$7,414	\$0			\$7,414
Project Fund:						
Project Account						\$0
Debt Service Fund:						
Redemption Account (Principal)					\$0	\$0
Bond Payment Account (Interest)			\$177,000		\$0	\$177,000
Transfer to BaratHaven TDD		\$12,500				\$12,500
<b>Total Disbursements</b>	<b>\$200</b>	<b>\$19,914</b>	<b>\$177,000</b>	<b>\$0</b>	<b>\$10,000</b>	<b>\$207,114</b>
Transfer into Fund	\$0	\$202,000	\$177,000	\$0	\$10,000	\$389,000
Transfers out of Fund	(\$202,000)	(\$187,000)	\$0	\$0	\$0	(\$389,000)
<b>Ending Balance</b>	<b>\$355</b>	<b>\$2,063</b>	<b>\$418</b>	<b>\$0</b>	<b>\$176</b>	<b>\$3,011</b>

**BaratHaven Community Improvement District  
Amended Budget  
For the Fiscal Year Ending December 31, 2024**

	Special Trust Fund		CID MUNI Revenue Fund/Revenue Account 130733.1 & 130733.4		Debt Service 130733.2		Redemption 130733.7		Operating Fund 130733.3		Total	
	Amended Budget	Initial Budget	Amended Budget	Initial Budget	Amended Budget	Initial Budget	Amended Budget	Initial Budget	Amended Budget	Initial Budget	Amended Budget	Initial Budget
<b>Beginning Balance</b>	\$2,220	\$124	\$0	\$162	\$252	\$246	\$0	\$0	\$35	\$35	\$2,506	\$568
<b>Summary of Receipts</b>												
CID Property Tax Revenue	\$198,468	\$202,338		\$0							\$198,468	\$202,338
Interest Earnings	\$359		\$555		\$420	\$0	\$0	\$0	\$152	\$0	\$1,486	\$0
Note Proceeds											\$0	\$0
<b>Total Receipts</b>	<b>\$198,827</b>	<b>\$202,338</b>	<b>\$555</b>	<b>\$0</b>	<b>\$420</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$152</b>	<b>\$0</b>	<b>\$199,954</b>	<b>\$202,338</b>
<b>Summary of Disbursements</b>												
Bank Fees	\$185	\$220									\$185	\$220
Operating Fund												
Accounting Fees											\$0	\$0
Insurance Expenses									\$1,511	\$1,657	\$1,511	\$1,657
Legal/Admin Fees and Expenses									\$8,500	\$8,378	\$8,500	\$8,378
Audit Fee											\$0	\$0
Revenue Fund- Trustee Expenses			\$7,414	\$7,000	\$0	\$0					\$7,414	\$7,000
Project Fund:												
Project Account											\$0	\$0
Debt Service Fund:												
Redemption Account (Principal)										\$0	\$0	\$0
Bond Payment Account (Interest)					\$164,563	\$155,690			\$0	\$0	\$164,563	\$155,690
Transfer to BaratHaven TDD			\$12,500	\$12,500							\$12,500	\$12,500
<b>Total Disbursements</b>	<b>\$185</b>	<b>\$220</b>	<b>\$19,914</b>	<b>\$19,500</b>	<b>\$164,563</b>	<b>\$155,690</b>	<b>\$0</b>	<b>\$0</b>	<b>\$10,011</b>	<b>\$10,035</b>	<b>\$194,673</b>	<b>\$185,445</b>
Transfer into Fund	\$0	\$0	\$200,645	\$202,118	\$164,309	\$155,690	\$0	\$0	\$10,000	\$10,000	\$374,954	\$367,808
Transfers out of Fund	(\$200,645)	(\$202,118)	(\$174,309)	(\$165,690)	\$0	\$0	\$0	\$0	\$0	\$0	(\$374,954)	(\$367,808)
<b>Ending Balance</b>	<b>\$217</b>	<b>\$124</b>	<b>\$6,977</b>	<b>\$17,090</b>	<b>\$418</b>	<b>\$246</b>	<b>\$0</b>	<b>\$0</b>	<b>\$176</b>	<b>\$0</b>	<b>\$ 7,787</b>	<b>\$17,461</b>

**BaratHaven Community Improvement District  
Budget to Actual  
For the Fiscal Year Ending December 31, 2023**

	Special Trust Fund		CID MUNI Revenue Fund/Revenue Account 130733.1 & 130733.4		Debt Service 130733.2		Redemption 130733.7		Operating Fund 130733.3		Total	
	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual
<b>Beginning Balance</b>	\$2,725	\$2,725	\$1	\$1	\$46	\$46	\$0	\$0	\$4	\$4	\$2,777	\$2,776
<b>Summary of Receipts</b>												
CID Property Tax Revenue	\$181,264	\$183,359		\$0							\$181,264	\$183,359
Interest Earnings	\$0		\$151	\$153	\$200	\$206	\$0	\$0	\$101	\$220	\$452	\$579
Note Proceeds											\$0	\$0
<b>Total Receipts</b>	<b>\$181,264</b>	<b>\$183,359</b>	<b>\$151</b>	<b>\$153</b>	<b>\$200</b>	<b>\$206</b>	<b>\$0</b>	<b>\$0</b>	<b>\$101</b>	<b>\$220</b>	<b>\$181,716</b>	<b>\$183,938</b>
<b>Summary of Disbursements</b>												
Bank Fees	\$165	\$165									\$165	\$165
<b>Operating Fund:</b>												
Accounting Fees											\$0	\$0
Insurance Expenses									\$0	\$0	\$0	\$0
Legal/Admin Fees and Expenses									\$10,070	\$10,189	\$10,070	\$10,189
Audit Fee										\$0	\$0	\$0
Revenue Fund Trustee Expenses			\$6,682	\$6,846	\$0	\$0					\$6,682	\$6,846
<b>Project Fund:</b>												
Project Account											\$0	\$0
<b>Debt Service Fund:</b>												
Redemption Account (Principal)										\$0	\$0	\$0
Bond Payment Account (Interest)					\$154,508	\$154,508			\$0	\$0	\$154,508	\$154,508
Transfer to BaratHaven TOD			\$12,500	\$12,500							\$12,500	\$12,500
<b>Total Disbursements</b>	<b>\$165</b>	<b>\$165</b>	<b>\$19,182</b>	<b>\$19,346</b>	<b>\$154,508</b>	<b>\$154,508</b>	<b>\$0</b>	<b>\$0</b>	<b>\$10,070</b>	<b>\$10,189</b>	<b>\$183,925</b>	<b>\$184,208</b>
<b>Transfer into Fund</b>	<b>\$0</b>	<b>\$0</b>	<b>\$183,700</b>	<b>\$183,700</b>	<b>\$154,508</b>	<b>\$154,508</b>	<b>\$0</b>	<b>\$0</b>	<b>\$10,000</b>	<b>\$10,000</b>	<b>\$348,208</b>	<b>\$348,208</b>
<b>Transfers out of Fund</b>	<b>(\$183,700)</b>	<b>(\$183,700)</b>	<b>(\$164,508)</b>	<b>(\$164,508)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$348,208)</b>	<b>(\$348,208)</b>
<b>Ending Balance</b>	<b>\$124</b>	<b>\$2,220</b>	<b>\$162</b>	<b>\$0</b>	<b>\$246</b>	<b>\$252</b>	<b>\$0</b>	<b>\$0</b>	<b>\$35</b>	<b>\$35</b>	<b>\$568</b>	<b>\$2,506</b>

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

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE AN AGREEMENT BY AND BETWEEN ST. CHARLES COUNTY AND THE CITY OF DARDENNE PRAIRIE FOR USE OF ST. CHARLES COUNTY TRANSPORTATION SALES TAX FUNDS FOR IMPROVEMENTS TO POST ROAD PHASE 2**

**WHEREAS**, pursuant to §§ 70.210 to 70.320, RSMo., as amended, cities and other political subdivisions are empowered to contract and cooperate with each other for planning, development, construction, acquisition or operation of any public improvement; and

**WHEREAS**, the City of Dardenne Prairie, Missouri (the “City”), submitted a request to St. Charles County, Missouri (the “County”), to receive funds for the reconstruction of a portion of Post Road Phase 2 (the “Project”); and

**WHEREAS**, St. Charles County notified the City that the Project will receive funding from the St. Charles County Transportation Sales Tax Fund; and

**WHEREAS**, the Board of Aldermen of the City of Dardenne Prairie, Missouri, finds and determines that it is to the benefit of the residents of the City to enter into the Agreement by and between St. Charles County, Missouri, and the City of Dardenne Prairie for Use of St. Charles County Transportation Sales Tax Funds for Improvements to Post Road Phase 2.

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

**SECTION 1.** That the form, terms, and provisions of the Agreement by and between St. Charles County, Missouri, and the City of Dardenne Prairie for Use of St. Charles County Transportation Sales Tax Funds for Improvements to Post Road Phase 2 (the “Agreement”), marked as **Exhibit A**, and incorporated by reference herein, by and between the City of Dardenne Prairie, Missouri, and St. Charles County, Missouri, be and they hereby are approved and the Mayor is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Agreement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Agreement and this Ordinance.

**SECTION 2. 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 times, passed, and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

Attest:

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mayor

Attest:

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

**AGREEMENT BY AND BETWEEN  
ST. CHARLES COUNTY, MISSOURI AND THE CITY OF DARDENNE PRAIRIE  
FOR USE OF ST. CHARLES COUNTY TRANSPORTATION SALES TAX FUNDS FOR  
PROPOSED IMPROVEMENTS TO POST ROAD**

This agreement is entered into by St. Charles County, Missouri, hereinafter referred to as "County" and City of Dardenne Prairie, State of Missouri, hereinafter referred to as "Municipality."

In consideration of the mutual covenants herein contained, and other good and valuable consideration including the mutual recognition of the vital importance of **Post Road Improvements Phase 2** (the "Project") for efficient traffic flow and for orderly development, the parties hereto agree as follows:

**SECTION ONE**  
**PREAMBLE**

The County Executive has been authorized by Ordinance \_\_\_\_ - \_\_\_\_ to execute this agreement with the Municipality, and the Municipality has authorized the execution of this Agreement by Ordinance \_\_\_\_\_ for the use beginning in fiscal year 2025 of St. Charles County Transportation Sales Tax funds for improvements to the Project in an amount not to exceed **\$1,322,222.00** ("County Contribution Amount").

**SECTION TWO**  
**SERVICES AND COUNTY FINANCIAL CONTRIBUTION**

- A. The Municipality shall be responsible for the construction of the Project consisting of the road improvements substantially similar to those described in the Municipality's Road Board Application 01 and attached hereto as **Exhibit A** (hereinafter, "Application").
- B. The Project shall include: **(1) preparation of design plans, (2) purchase of right-of-way, and (3) construction services**
- C. The total cost of the Project is estimated as **\$2,952,649.00**.
- D. The Municipality will be reimbursed \$1,299,872.00 in federal funds. The remaining amount will be shared by the Municipality and County based on the cost share outlined in the Municipality's application, with the County reimbursing the Municipality for **80%** of the local match for the Project costs, up to a maximum of the County Contribution Amount. The Municipality will be responsible for the remainder of actual costs including those that exceed the estimate recited above and any decorative enhancements.

**SECTION THREE**  
**PLANS AND TRAFFIC STUDY SUBMISSION AND REVIEW**

- A. Conceptual Plans.
  - 1. Conceptual Plans Submittal. Prior to proceeding with any drafting of preliminary construction plans, the Municipality shall submit to the County Roads and Traffic Division Conceptual Plans for approval.

- i. Conceptual Plans shall include, at minimum, a location sketch of proposed roadway, pedestrian, and bicycle improvements.
2. Review by the County. The County Roads and Traffic Department will provide comments for the Municipality to address. Upon receipt of comments, the Municipality must provide the following:
  - i. Confirm that revisions will be made with the next plan submittal and/or specific clarification as to why revisions will not be made.
3. Approval of Conceptual Plans. Once the County Roads and Traffic Department reviewer has accepted that all comments have been sufficiently addressed and/or reasons why any comment will not be addressed, the Managing Director of Roads and Traffic shall provide a letter of approval of the Conceptual Plans for the Municipality to proceed with preliminary design.

B. Preliminary Plans

1. Preliminary Plan Submittal. Prior to proceeding with right-of-way acquisition and/or final design, the Municipality shall submit to the County Roads and Traffic Division Preliminary Plans for approval.
  - i. Preliminary Plan Submittal shall include all available preliminary plans, including Current Engineer's Estimate.
2. Review by the County. The County Roads and Traffic Department will review to ensure all comments were addressed from the Conceptual Phase and may also provide additional comments for the Municipality to address. Upon receipt of any additional comments, the Municipality must provide the following:
  - i. Confirm that revisions will be made with the next plan submittal and/or specific clarification as to why revisions will not be made.
3. Approval of Preliminary Plans. Once the County Roads and Traffic Department reviewer has accepted that all comments have been sufficiently addressed and/or reasons why any comment will not be addressed, the Managing Director of Roads and Traffic shall provide a letter of approval of the Preliminary Plans for the Municipality to proceed with final design.

C. Right-of-Way Plans. If Right-of-Way is required for the project, the Municipality shall submit to the County Roads and Traffic Division Right-of-Way Plans to keep staff informed of project progress and for our department records only.

D. Draft Final Plans.

1. Draft Final Plan Submittal. Prior to proceeding with bidding for construction, the Municipality shall submit to the County Roads and Traffic Division Draft Final Plans for approval.

- i. Final Plans shall include the entire final draft set of plans, including Current Final Engineer's Estimate.
  2. Review by the County. The County Roads and Traffic Department will review to ensure all comments were addressed from the Preliminary Phase and *may also* provide additional comments for the Municipality to address. Upon receipt of any additional comments, the Municipality must provide the following:
    - i. Confirm that revisions will be made with final PS&E submittal and/or specific clarification as to why revisions will not be made.
  3. Approval of Draft Final Plans. Once the County Roads and Traffic Department reviewer has accepted that all comments have been sufficiently addressed and/or reasons why any comment will not be addressed, the Managing Director of Roads and Traffic shall provide a letter of approval of the Draft Final Plans for the Municipality to proceed with bidding.
- E. Final Signed PS&E Plans. Once all final reviews have been completed and the Municipality proceeds to bid the project to construction, the Municipality shall submit all final signed/sealed plans and bid documents to the County Roads and Traffic Division for our department records. Upon award of project to the Contractor, the Municipality shall submit bid tabs and final bid award amount.
- F. Plan Submission Format. All Plan Submissions described above shall be submitted as an electronic copy (pdf format). Electronic submission can be provided via email (20MB limit). Anything over that limit shall utilize the County's file transfer system or any other sufficient document transfer method of the Municipalities preference.
- G. Refusal to Address Plan Comments. If the Municipality refuses to address plan comments during any phase of design, or if responses to comments do not satisfy the County, then the County shall have the right to terminate this Agreement and shall have no obligations to pay under this Agreement, by issuing a written notice of termination pursuant to this Section Three to the Municipality.

#### **SECTION FOUR** **MEETING ATTENDANCE**

The Municipality shall have a representative attend the Road Board meetings. This representative should be knowledgeable of the project status, utility conflicts, and funding. The Municipality shall complete the project update forms as required for these meetings.

#### **SECTION FIVE** **TRAFFIC COUNTS**

In an effort to better understand traffic patterns and how these patterns change with road improvements and development, the County has developed a Travel Demand Model. This model can be used to evaluate the effectiveness of an improvement towards reducing congestion and enhancing regional mobility. To ensure the model accurately represents changes within municipal limits, the Municipality shall provide traffic count and land use information as requested. A minimum of five (5)

count locations will be requested on an annual basis. The County and Municipality reserve the right to terminate this agreement if the Municipality does not provide traffic count data as required in this Section of the Agreement.

**SECTION SIX**  
**RIGHT-OF-WAY**

The Municipality shall acquire right-of-way and other property interests needed for this Project in accordance with applicable law and the current Missouri Department of Transportation's Local Public Agency Land Acquisition Manual. For any such property interests located in the unincorporated area of the County, Municipality shall only acquire such interests in the County's name. All such property interests acquired within the unincorporated area shall be vested in the County.

**SECTION SEVEN**  
**STAFF TIME**

Staff time incurred by the Municipality is not reimbursable from the County and shall not be considered as part of any required Municipality match.

**SECTION EIGHT**  
**TRANSPORTATION SALES TAX SIGN**

The Municipality shall include in the construction contract specifications the requirement for the construction contractor to furnish and erect a sign of the size, lettering, and colors as depicted in **Exhibit B** to this agreement at each end of the project construction limits in a visible location. This sign shall be erected at the beginning of construction and can be removed 30 calendar days after final construction contract completion.

**SECTION NINE**  
**TERM**

This agreement shall become effective upon execution by all parties hereto and shall continue through the end of the County's fiscal year in which the agreement is executed. This agreement is subject to appropriation by the County of funds sufficient to fulfill the terms of this agreement.

This agreement shall renew automatically for an indefinite number of one-year terms, each beginning on the first and ending on the last day of the County's fiscal year, until the scope of services has been completed unless the agreement is terminated as provided in this Agreement.

**SECTION TEN**  
**OTHER FUNDING**

Municipality acknowledges that it has been approved to receive federal and state funds for this project.

**SECTION ELEVEN**  
**TERMINATION**

A. Termination for Breach:

1. Events of Breach: In addition to the breach of the obligations specifically set forth in the Agreement, the following shall constitute breach of this Agreement and reasons for the Agreement to terminate:
  - a. Municipality's Failure to comply with all the obligations set forth under this Agreement, as also stated elsewhere in this Agreement.
  - b. Municipality's Failure to Disclose: The Municipality's failure to disclose any other public funding sources than those listed in the Application already approved by the County Pursuant to this Agreement.
  - c. Municipality's Failure to fund or administer construction of the Project: In the event the Municipality fails to provide the administration and/or matching funds agreed to by the Municipality pursuant to this Agreement, Municipality agrees to pay all costs incurred by the County in having taken all the steps pursuant to this Agreement up to the time of the Municipality's failure to fund or administer.
  - d. In the event the Municipality fails to start and complete the Project outlined herein, Municipality shall pay damages to the County for failing to deliver the public services or improvements contemplated by this agreement while encumbering public funds and preempting their application to other projects. In the case when the County has made any reimbursement to the Municipality for any costs towards the Project, the Municipality shall reimburse the County back the entire amount the Municipality has received from the County, plus 10% of said amount. In the case the County has not made any disbursement to the Municipality, the Municipality shall forfeit the entire amount it would have otherwise received towards the cost of the project under this Agreement.
2. Remedies for Breach: In the event of a breach of this Agreement by either party hereto that is not remedied within thirty (30) days after delivery of written notice of such breach, the aggrieved party may terminate this Agreement by written notice to the other, which shall be effective on the 5th day following delivery. In the event of the County's breach of any terms and conditions of this Agreement, except for reasons outlined in this Agreement, the County agrees to pay all documented reasonable costs undisputed by the County and incurred by the Municipality as a direct result of the Municipality being denied County funds for the Project. In the event of the Municipality's breach of any terms and conditions of this Agreement, the County shall be entitled to, and the Municipality shall refund all funds paid to the Municipality, and the County shall have no further obligation to the Municipality to pay any funds pursuant to this Agreement.

- B. Termination for County's Failure to appropriate: Should the County fail to appropriate any funds in its annual budget ordinance for any of the fiscal years to which this Agreement applies, this Agreement will terminate upon notice to the Municipality by the County that the appropriation was not voted in the annual budget ordinance, which notice shall be sent, first-class mail, to the

Municipality at the address stated in Section Fourteen of this Agreement. Upon such notice to the Municipality, the County's obligation to pay any further funds pursuant to this Agreement shall terminate immediately and no further funds shall be due and payable by the County to the Municipality for the Project.

- C. Return of Records upon Agreement Termination: Upon expiration or termination of this Agreement, for any cause, each party shall without additional cost to the other party, provide all reasonable assistance and devote its best efforts to returning to each party, or its designee, in an orderly and expeditious manner, all data, records, equipment and documents belonging to that party.

**SECTION TWELVE**  
**PROJECT SCHEDULE**

Timely completion is an essential element of this contract. The Municipality agrees to adhere to time schedules set by East-West Gateway Council of Governments and to comply with all other applicable federal guidelines.

**SECTION THIRTEEN**  
**COST OVERRUNS**

The Municipality shall not request reimbursement from the County for any work performed beyond the scope of services specified herein without a contract amendment approved and executed by both parties.

**SECTION FOURTEEN**  
**REMUNERATION**

Requests for reimbursement by the County pursuant to Section Two shall be submitted to the Managing Director of Roads and Traffic for review and approval. Each reimbursement request shall include a cover letter, reimbursement summary, and proof of payment. Payments shall not exceed actual expenses incurred by Municipality or that approved by the county's Managing Director of Roads and Traffic.

The Municipality shall submit to the County an invoice not less frequently than on quarterly basis listing pay items corresponding to all contractor invoices and all supporting timesheets and other documentations for the services rendered and deliverables performed and for reimbursable expenses incurred within the quarter time period prior to the date of the invoice submitted by the Municipality to the County. Additionally, an invoice listing pay items corresponding to all contractor invoices and all supporting timesheets and other documentations for the services rendered and deliverables performed and for reimbursable expenses incurred prior to December 31 of each calendar year must be submitted by Municipality to the County no later than **February 15<sup>th</sup> of the following year**. The County is under no obligation to pay for any invoice items documenting services rendered and deliverables performed and reimbursable expenses incurred and paid over 3 months prior to the date of the invoice submitted by the Municipality to the County, or any invoice submitted after deadlines stated herein. The County may in its sole discretion choose to pay any invoice submitted later than the timeframe provided herein without in any way waiving its right to refuse payment of any subsequent invoice submitted later than the timeframe provided for herein.

**SECTION FIFTEEN**  
**NOTICE**

Any notice required or permitted to be given hereunder shall be deemed properly given if mailed by first-class mail to the address set out for each party at the end of this agreement. Notice to the County shall be sent to the St. Charles County Managing Director of Roads and Traffic. Notice to the Municipality shall be sent to its City Administrator.

**SECTION SIXTEEN**  
**SUPERVISION AND THE RELATIONSHIP OF THE PARTIES**

In the performance of the work herein contemplated, the Municipality is an independent contractor with the authority to control and direct the performance of the work. The Municipality agrees to comply with all federal, state and local laws, rules and regulations pertaining to the Project that are now or may in the future become applicable to the Municipality.

The parties hereto agree that the Municipality is not an employee of the County and is not entitled to the benefits provided by the County for its employees, including, but not limited to, group insurance and pension plan. The Municipality is an independent entity. The Municipality and the County agree that the County may, in its sole discretion, contract with others to provide the services called for in this Agreement in the event that the Municipality breaches its obligations contained in this Agreement.

**SECTION SEVENTEEN**  
**INDEMNIFICATION**

To the extent permissible by law, the Municipality shall indemnify and hold the County harmless from any and all liability, loss or damage the County may suffer as a result of claims, demands, costs or judgments against it arising out of the Municipality's performance of this Agreement.

To the extent permissible by law, the County shall indemnify and hold the Municipality harmless from any and all liability, loss or damage the Municipality may suffer as a result of claims, demands, costs or judgments against it arising out of the County's performance of this Agreement.

It is understood and agreed that the obligation of the County to perform under the terms of this Agreement is expressly conditioned upon the existence of the Transportation Sales Tax also known as the Road and Bridge Capital Improvements Sales Tax passed by the electorate on November 5, 1985, and reaffirmed by the voters on April 5, 1994, August 3, 2004, August 7, 2012, and April 5, 2022.

**SECTION EIGHTEEN**  
**AUDIT**

The Municipality's records that shall include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this agreement shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The Municipality shall preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. The Municipality shall require all subcontractors under this agreement to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

**SECTION NINETEEN**  
**EXHIBITS**

The following are Exhibits to this Agreement are incorporated herein by this reference.

1. Exhibit "A": The Municipality's Road Board Application No. RB24-000001.
2. Exhibit "B": Transportation Sales Sign of the size, lettering, and colors as depicted thereon

*[Remainder of page left blank intentionally. Signature page follows.]*

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date last written below.

Executed by the County this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Executed by the Municipality this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

CITY OF DARDENNE PRAIRIE, MISSOURI

ST. CHARLES COUNTY, MISSOURI

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

ATTEST:

By \_\_\_\_\_

By \_\_\_\_\_

County Registrar

Title \_\_\_\_\_

CERTIFICATE OF DIRECTOR OF FINANCE

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

SIGNED: \_\_\_\_\_  
Tracy Bayne, Director of Finance

DATED: \_\_\_\_\_

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

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE AN AGREEMENT BY AND BETWEEN ST. CHARLES COUNTY AND THE CITY OF DARDENNE PRAIRIE FOR USE OF ST. CHARLES COUNTY TRANSPORTATION SALES TAX FUNDS FOR IMPROVEMENTS TO HENNING ROAD**

**WHEREAS**, pursuant to §§ 70.210 to 70.320, RSMo., as amended, cities and other political subdivisions are empowered to contract and cooperate with each other for planning, development, construction, acquisition or operation of any public improvement; and

**WHEREAS**, the City of Dardenne Prairie, Missouri (the “City”), submitted a request to St. Charles County, Missouri (the “County”), to receive funds for the reconstruction of a portion of Henning Road(the “Project”); and

**WHEREAS**, St. Charles County notified the City that the Project will receive funding from the St. Charles County Transportation Sales Tax Fund; and

**WHEREAS**, the Board of Aldermen of the City of Dardenne Prairie, Missouri, finds and determines that it is to the benefit of the residents of the City to enter into the Agreement by and between St. Charles County, Missouri, and the City of Dardenne Prairie for Use of St. Charles County Transportation Sales Tax Funds for Improvements to Henning Road.

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

**SECTION 1.** That the form, terms, and provisions of the Agreement by and between St. Charles County, Missouri, and the City of Dardenne Prairie for Use of St. Charles County Transportation Sales Tax Funds for Improvements to Henning Road (the “Agreement”), marked as **Exhibit A**, and incorporated by reference herein, by and between the City of Dardenne Prairie, Missouri, and St. Charles County, Missouri, be and they hereby are approved and the Mayor is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Agreement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Agreement and this Ordinance.

**SECTION 2. 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 times, passed, and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

Attest:

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mayor

Attest:

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

**AGREEMENT BY AND BETWEEN  
ST. CHARLES COUNTY, MISSOURI AND THE CITY OF DARDENNE PRAIRIE  
FOR USE OF ST. CHARLES COUNTY TRANSPORTATION SALES TAX FUNDS FOR  
PROPOSED IMPROVEMENTS TO HENNING ROAD**

This agreement is entered into by St. Charles County, Missouri, hereinafter referred to as “County” and City of Dardenne Prairie, State of Missouri, hereinafter referred to as “Municipality.”

In consideration of the mutual covenants herein contained, and other good and valuable consideration including the mutual recognition of the vital importance of **Henning Road Improvements** (the “Project”) for efficient traffic flow and for orderly development, the parties hereto agree as follows:

**SECTION ONE**  
**PREAMBLE**

The County Executive has been authorized by Ordinance \_\_\_\_ - \_\_\_\_ to execute this agreement with the Municipality, and the Municipality has authorized the execution of this Agreement by Ordinance \_\_\_\_\_ for the use beginning in fiscal year 2025 of St. Charles County Transportation Sales Tax funds for improvements to the Project in an amount not to exceed **\$361,549.86** (“County Contribution Amount”).

**SECTION TWO**  
**SERVICES AND COUNTY FINANCIAL CONTRIBUTION**

- A. The Municipality shall be responsible for the construction of the Project consisting of the road improvements substantially similar to those described in the Municipality's Road Board Application RB24-000003 and attached hereto as **Exhibit A** (hereinafter, "Application").
- B. The Project shall include: **(1) preparation of design plans, (2) purchase of right-of-way, and (3) construction services**
- C. The total cost of the Project is estimated as **\$1,019,539.33**.
- D. The Municipality will be reimbursed \$567,602.00 in federal funds. The remaining amount will be shared by the Municipality and County based on the cost share outlined in the Municipality’s application, with the County reimbursing the Municipality for **80%** of the local match for the Project costs, up to a maximum of the County Contribution Amount. The Municipality will be responsible for the remainder of actual costs including those that exceed the estimate recited above and any decorative enhancements.

**SECTION THREE**  
**PLANS AND TRAFFIC STUDY SUBMISSION AND REVIEW**

- A. Conceptual Plans.
  - 1. Conceptual Plans Submittal. Prior to proceeding with any drafting of preliminary construction plans, the Municipality shall submit to the County Roads and Traffic Division Conceptual Plans for approval.

- i. Conceptual Plans shall include, at minimum, a location sketch of proposed roadway, pedestrian, and bicycle improvements.
2. Review by the County. The County Roads and Traffic Department will provide comments for the Municipality to address. Upon receipt of comments, the Municipality must provide the following:
  - i. Confirm that revisions will be made with the next plan submittal and/or specific clarification as to why revisions will not be made.
3. Approval of Conceptual Plans. Once the County Roads and Traffic Department reviewer has accepted that all comments have been sufficiently addressed and/or reasons why any comment will not be addressed, the Managing Director of Roads and Traffic shall provide a letter of approval of the Conceptual Plans for the Municipality to proceed with preliminary design.

B. Preliminary Plans

1. Preliminary Plan Submittal. Prior to proceeding with right-of-way acquisition and/or final design, the Municipality shall submit to the County Roads and Traffic Division Preliminary Plans for approval.
  - i. Preliminary Plan Submittal shall include all available preliminary plans, including Current Engineer's Estimate.
2. Review by the County. The County Roads and Traffic Department will review to ensure all comments were addressed from the Conceptual Phase and may also provide additional comments for the Municipality to address. Upon receipt of any additional comments, the Municipality must provide the following:
  - i. Confirm that revisions will be made with the next plan submittal and/or specific clarification as to why revisions will not be made.
3. Approval of Preliminary Plans. Once the County Roads and Traffic Department reviewer has accepted that all comments have been sufficiently addressed and/or reasons why any comment will not be addressed, the Managing Director of Roads and Traffic shall provide a letter of approval of the Preliminary Plans for the Municipality to proceed with final design.

C. Right-of-Way Plans. If Right-of-Way is required for the project, the Municipality shall submit to the County Roads and Traffic Division Right-of-Way Plans to keep staff informed of project progress and for our department records only.

D. Draft Final Plans.

1. Draft Final Plan Submittal. Prior to proceeding with bidding for construction, the Municipality shall submit to the County Roads and Traffic Division Draft Final Plans for approval.

- i. Final Plans shall include the entire final draft set of plans, including Current Final Engineer's Estimate.
  2. Review by the County. The County Roads and Traffic Department will review to ensure all comments were addressed from the Preliminary Phase and may also provide additional comments for the Municipality to address. Upon receipt of any additional comments, the Municipality must provide the following:
    - i. Confirm that revisions will be made with final PS&E submittal and/or specific clarification as to why revisions will not be made.
  3. Approval of Draft Final Plans. Once the County Roads and Traffic Department reviewer has accepted that all comments have been sufficiently addressed and/or reasons why any comment will not be addressed, the Managing Director of Roads and Traffic shall provide a letter of approval of the Draft Final Plans for the Municipality to proceed with bidding.
- E. Final Signed PS&E Plans. Once all final reviews have been completed and the Municipality proceeds to bid the project to construction, the Municipality shall submit all final signed/sealed plans and bid documents to the County Roads and Traffic Division for our department records. Upon award of project to the Contractor, the Municipality shall submit bid tabs and final bid award amount.
- F. Plan Submission Format. All Plan Submissions described above shall be submitted as an electronic copy (pdf format). Electronic submission can be provided via email (20MB limit). Anything over that limit shall utilize the County's file transfer system or any other sufficient document transfer method of the Municipalities preference.
- G. Refusal to Address Plan Comments. If the Municipality refuses to address plan comments during any phase of design, or if responses to comments do not satisfy the County, then the County shall have the right to terminate this Agreement and shall have no obligations to pay under this Agreement, by issuing a written notice of termination pursuant to this Section Three to the Municipality.

#### **SECTION FOUR** **MEETING ATTENDANCE**

The Municipality shall have a representative attend the Road Board meetings. This representative should be knowledgeable of the project status, utility conflicts, and funding. The Municipality shall complete the project update forms as required for these meetings.

#### **SECTION FIVE** **TRAFFIC COUNTS**

In an effort to better understand traffic patterns and how these patterns change with road improvements and development, the County has developed a Travel Demand Model. This model can be used to evaluate the effectiveness of an improvement towards reducing congestion and enhancing regional mobility. To ensure the model accurately represents changes within municipal limits, the Municipality shall provide traffic count and land use information as requested. A minimum of five (5) count locations will be requested on an annual basis. The County and Municipality reserve the right to

terminate this agreement if the Municipality does not provide traffic count data as required in this Section of the Agreement.

**SECTION SIX**  
**RIGHT-OF-WAY**

The Municipality shall acquire right-of-way and other property interests needed for this Project in accordance with applicable law and the current Missouri Department of Transportation's Local Public Agency Land Acquisition Manual. For any such property interests located in the unincorporated area of the County, Municipality shall only acquire such interests in the County's name. All such property interests acquired within the unincorporated area shall be vested in the County.

**SECTION SEVEN**  
**STAFF TIME**

Staff time incurred by the Municipality is not reimbursable from the County and shall not be considered as part of any required Municipality match.

**SECTION EIGHT**  
**TRANSPORTATION SALES TAX SIGN**

The Municipality shall include in the construction contract specifications the requirement for the construction contractor to furnish and erect a sign of the size, lettering, and colors as depicted in **Exhibit B** to this agreement at each end of the project construction limits in a visible location. This sign shall be erected at the beginning of construction and can be removed 30 calendar days after final construction contract completion.

**SECTION NINE**  
**TERM**

This agreement shall become effective upon execution by all parties hereto and shall continue through the end of the County's fiscal year in which the agreement is executed. This agreement is subject to appropriation by the County of funds sufficient to fulfill the terms of this agreement.

This agreement shall renew automatically for an indefinite number of one-year terms, each beginning on the first and ending on the last day of the County's fiscal year, until the scope of services has been completed unless the agreement is terminated as provided in this Agreement.

**SECTION TEN**  
**OTHER FUNDING**

Municipality acknowledges that it has been approved to receive federal and state funds for this project.

**SECTION ELEVEN**  
**TERMINATION**

A. Termination for Breach:

1. Events of Breach: In addition to the breach of the obligations specifically set forth in the Agreement, the following shall constitute breach of this Agreement and reasons for the Agreement to terminate:
  - a. Municipality's Failure to comply with all the obligations set forth under this Agreement, as also stated elsewhere in this Agreement.
  - b. Municipality's Failure to Disclose: The Municipality's failure to disclose any other public funding sources than those listed in the Application already approved by the County Pursuant to this Agreement.
  - c. Municipality's Failure to fund or administer construction of the Project: In the event the Municipality fails to provide the administration and/or matching funds agreed to by the Municipality pursuant to this Agreement, Municipality agrees to pay all costs incurred by the County in having taken all the steps pursuant to this Agreement up to the time of the Municipality's failure to fund or administer.
  - d. In the event the Municipality fails to start and complete the Project outlined herein, Municipality shall pay damages to the County for failing to deliver the public services or improvements contemplated by this agreement while encumbering public funds and preempting their application to other projects. In the case when the County has made any reimbursement to the Municipality for any costs towards the Project, the Municipality shall reimburse the County back the entire amount the Municipality has received from the County, plus 10% of said amount. In the case the County has not made any disbursement to the Municipality, the Municipality shall forfeit the entire amount it would have otherwise received towards the cost of the project under this Agreement.
2. Remedies for Breach: In the event of a breach of this Agreement by either party hereto that is not remedied within thirty (30) days after delivery of written notice of such breach, the aggrieved party may terminate this Agreement by written notice to the other, which shall be effective on the 5th day following delivery. In the event of the County's breach of any terms and conditions of this Agreement, except for reasons outlined in this Agreement, the County agrees to pay all documented reasonable costs undisputed by the County and incurred by the Municipality as a direct result of the Municipality being denied County funds for the Project. In the event of the Municipality's breach of any terms and conditions of this Agreement, the County shall be entitled to, and the Municipality shall refund all funds paid to the Municipality, and the County shall have no further obligation to the Municipality to pay any funds pursuant to this Agreement.

- B. Termination for County's Failure to appropriate: Should the County fail to appropriate any funds in its annual budget ordinance for any of the fiscal years to which this Agreement applies, this Agreement will terminate upon notice to the Municipality by the County that the appropriation was not voted in the annual budget ordinance, which notice shall be sent, first-class mail, to the

Municipality at the address stated in Section Fourteen of this Agreement. Upon such notice to the Municipality, the County's obligation to pay any further funds pursuant to this Agreement shall terminate immediately and no further funds shall be due and payable by the County to the Municipality for the Project.

- C. Return of Records upon Agreement Termination: Upon expiration or termination of this Agreement, for any cause, each party shall without additional cost to the other party, provide all reasonable assistance and devote its best efforts to returning to each party, or its designee, in an orderly and expeditious manner, all data, records, equipment and documents belonging to that party.

**SECTION TWELVE**  
**PROJECT SCHEDULE**

Timely completion is an essential element of this contract. The Municipality agrees to adhere to time schedules set by East-West Gateway Council of Governments and to comply with all other applicable federal guidelines.

**SECTION THIRTEEN**  
**COST OVERRUNS**

The Municipality shall not request reimbursement from the County for any work performed beyond the scope of services specified herein without a contract amendment approved and executed by both parties.

**SECTION FOURTEEN**  
**REMUNERATION**

Requests for reimbursement by the County pursuant to Section Two shall be submitted to the Managing Director of Roads and Traffic for review and approval. Each reimbursement request shall include a cover letter, reimbursement summary, and proof of payment. Payments shall not exceed actual expenses incurred by Municipality or that approved by the county's Managing Director of Roads and Traffic.

The Municipality shall submit to the County an invoice not less frequently than on quarterly basis listing pay items corresponding to all contractor invoices and all supporting timesheets and other documentations for the services rendered and deliverables performed and for reimbursable expenses incurred within the quarter time period prior to the date of the invoice submitted by the Municipality to the County. Additionally, an invoice listing pay items corresponding to all contractor invoices and all supporting timesheets and other documentations for the services rendered and deliverables performed and for reimbursable expenses incurred prior to December 31 of each calendar year must be submitted by Municipality to the County no later than **February 15<sup>th</sup> of the following year**. The County is under no obligation to pay for any invoice items documenting services rendered and deliverables performed and reimbursable expenses incurred and paid over 3 months prior to the date of the invoice submitted by the Municipality to the County, or any invoice submitted after deadlines stated herein. The County may in its sole discretion choose to pay any invoice submitted later than the timeframe provided herein without in any way waiving its right to refuse payment of any subsequent invoice submitted later than the timeframe provided for herein.

**SECTION FIFTEEN**  
**NOTICE**

Any notice required or permitted to be given hereunder shall be deemed properly given if mailed by first-class mail to the address set out for each party at the end of this agreement. Notice to the County shall be sent to the St. Charles County Managing Director of Roads and Traffic. Notice to the Municipality shall be sent to its City Administrator.

**SECTION SIXTEEN**  
**SUPERVISION AND THE RELATIONSHIP OF THE PARTIES**

In the performance of the work herein contemplated, the Municipality is an independent contractor with the authority to control and direct the performance of the work. The Municipality agrees to comply with all federal, state and local laws, rules and regulations pertaining to the Project that are now or may in the future become applicable to the Municipality.

The parties hereto agree that the Municipality is not an employee of the County and is not entitled to the benefits provided by the County for its employees, including, but not limited to, group insurance and pension plan. The Municipality is an independent entity. The Municipality and the County agree that the County may, in its sole discretion, contract with others to provide the services called for in this Agreement in the event that the Municipality breaches its obligations contained in this Agreement.

**SECTION SEVENTEEN**  
**INDEMNIFICATION**

To the extent permissible by law, the Municipality shall indemnify and hold the County harmless from any and all liability, loss or damage the County may suffer as a result of claims, demands, costs or judgments against it arising out of the Municipality's performance of this Agreement.

To the extent permissible by law, the County shall indemnify and hold the Municipality harmless from any and all liability, loss or damage the Municipality may suffer as a result of claims, demands, costs or judgments against it arising out of the County's performance of this Agreement.

It is understood and agreed that the obligation of the County to perform under the terms of this Agreement is expressly conditioned upon the existence of the Transportation Sales Tax also known as the Road and Bridge Capital Improvements Sales Tax passed by the electorate on November 5, 1985, and reaffirmed by the voters on April 5, 1994, August 3, 2004, August 7, 2012, and April 5, 2022.

**SECTION EIGHTEEN**  
**AUDIT**

The Municipality's records that shall include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this agreement shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The Municipality shall preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment.

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

**SECTION NINETEEN**  
**EXHIBITS**

The following are Exhibits to this Agreement are incorporated herein by this reference.

1. Exhibit "A": The Municipality's Road Board Application RB24-000003
2. Exhibit "B": Transportation Sales Sign of the size, lettering, and colors as depicted thereon

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*[Remainder of page left blank intentionally. Signature page follows.]*

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date last written below.

Executed by the County this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Executed by the Municipality this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

CITY OF DARDENNE PRAIRIE, MISSOURI

ST. CHARLES COUNTY, MISSOURI

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

ATTEST:

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

County Registrar

CERTIFICATE OF DIRECTOR OF FINANCE

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

SIGNED: \_\_\_\_\_  
Tracy Bayne, Director of Finance

DATED: \_\_\_\_\_

**BILL NO. 25-18**

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

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE,  
MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR  
TO NEGOTIATE AND EXECUTE A PROFESSIONAL  
SERVICES AGREEMENT WITH JC FOOD SERVICES, LLC,  
FOR THE MANAGEMENT AND OPERATION OF THE  
CITY'S CONCESSION STAND FACILITY AT CITY HALL  
PARK**

**WHEREAS**, Section 70.220, RSMo., provides that “Any municipality or political subdivision of this state, as herein defined, may contract and cooperate with ... any private person, firm, association or corporation, for the ... for a common service;” and

**WHEREAS**, on February 24, 2025, the City of Dardenne Prairie, Missouri, (the "City"), solicited proposals for Concession Management and Operations Services for the right to manage and operate the City's Concession Facility at City Hall Park for the 2025 season with an option for the City to extend for 2026 and 2027 seasons; and

**WHEREAS**, the City received and evaluated two (2) proposals for concession services; and

**WHEREAS**, the City finds and determines that JC Food Services, LLC, submitted the best proposal and is qualified to provide concession services, and that it is in the best interest of the residents of the City to authorize an agreement by and between the City and JC Food Services, LLC, for the right to manage and operate the City's Concession Facility at City Hall Park.

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

**SECTION 1.** That the from, terms, and provisions of the Professional Services Agreement for Concession Stand Services at City Hall Park by and between the City of Dardenne Prairie, Missouri, and JC Food Services, LLC, attached hereto, marked as **Exhibit A**, and incorporated by reference herein (the "Agreement"), be and hereby are approved and the City Administrator is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Agreement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Agreement and other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Agreement and Ordinance.

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

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

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

Read the first (1<sup>st</sup>) time this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

Attest:

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

Read the second (2<sup>nd</sup>) time, passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

Attest:

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

**EXHIBIT A**  
**Professional Services Agreement for**  
**Concession Stand Services at City Hall Park**

This Professional Services Agreement for Concession Stand Services at City Hall Park ("Agreement"), by and between the City of Dardenne, Prairie, Missouri, a municipal corporation and city of the fourth class (hereinafter "City") and JC Food Services, LLC, a Missouri Limited Liability Company (hereinafter "Concessionaire"), (Collectively referred to as "Parties), is dated effective this day of \_\_\_\_\_, 2025.

**WHEREAS**, The City seeks the professional services of a skilled independent Concessionaire capable of working without direct supervision, providing food and beverage services to the general public at the City's Concession Facility at City Hall Park; and

**WHEREAS**, the Concessionaire has the requisite skill and experience necessary to provide such services.

**NOW, THEREFORE**, for and in consideration of the sum of One Dollar(\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Concessionaire agree as follows:

**1. BASIC SERVICES**

**1.1 General**

Concessionaire shall have the responsibility to equip and operate the Concession Facility daily during the term of the Agreement. Concessionaire may also operate food/beverage vending equipment as described. Vending services is an option and not a required for award of a Concession Services contract. Concessionaire shall post the hours of operation in a conspicuous place on the Concession Facility. The location and way such hours are posted must be approved in advance by the Coordinator, or such other person designated by the City.

**1.2 Hours of Operation**

**1.2.1 Daily Operation**

The Concession Facility shall be open to service patrons of the City Hall Park Monday – Friday from 5:00 PM to at least 9 PM. The City will entertain requests to expand or reduce the hours of daily operation based on the level of patronage. In times of inclement weather when the Park is not patronized Concessionaire may close the Concession Facility.

**1.2.2 League and Tournament Operation**

Concessionaire shall provide for the operation and management of the Concession Facility from early April through September, during the following hours of operation:

1. League Play – A minimum of thirty (30) minutes prior to the first scheduled game and a minimum of fifteen (15) minutes after the conclusion of the last game.
2. Tournament Play – A minimum of one (1) hour prior to the first

scheduled game and thirty (30) minutes after the conclusion of the last game.

### **1.2.3 Special Event Operation**

Concessionaire shall provide for the operation and management of the Concession Facility during all special events sponsored by the City of Dardenne Prairie, as requested. Concession Facility will be open at least 30 minutes prior to the scheduled start of the event and will close 15 minutes after the end of the event.

### **1.2.4 Nightly Closing**

At the end of the activities for which ball field lights are used Concessionaire will ensure that the ball field lights are turned off. Concessionaire shall also ensure that restrooms are cleaned and locked.

## **1.3 Temporary Closing of Concession Facility**

1. The adjacent ball fields may be temporarily closed to the public during inclement weather (cold, rain, high winds, flooding or lightning). However, the Concession Facility shall remain open during these temporary closings.
2. In the event the adjacent ball fields are closed during the Season on a non- temporary basis, not due to the fault or negligence of Concessionaire, which non temporary closure results in a significant shortfall in customer patronage of the Concession Facility, the parties may negotiate an adjustment to the Guaranteed Amount of compensation payable to the City.

## **1.4 Seasonal Opening and Closing Concession Facility**

Concessionaire shall be responsible for opening and closing the Concession Facility at the beginning and end of the Season, as herein specified, or as extended by mutual agreement between Concessionaire and the City, and shall perform and furnish the following services:

### Opening of the Concession Facility

Concessionaire will prepare to open the Concession Facility for the season by completing the following services:

1. Complete check of all plumbing and electrical systems.
2. Test and inspect all equipment.
3. Check inventory and provide a written inventory report to City.
4. Clean area within enclosure.
5. Have the Concession Facility ready for operation by agreed upon opening date.

6. Report to City all operational deficiencies.
7. Establish all accounts with all vendors necessary for the operation of the Concession Facility. Concessionaire shall be responsible for the ordering of all supplies and the payment to all vendors providing supplies and services.
8. Establish arrangements for delivery times for all supplies, goods and materials for the Concession Facility. City will not accept deliveries on Concessionaire's behalf.
9. Deliveries shall be scheduled so as not to disrupt the normal operations of the City Hall Park or City Hall. Vehicles are prohibited from driving on City sidewalks to make deliveries.

#### Closing the Concession Facility

At the end of the Season, as herein specified or as extended by mutual agreement between the parties, Concessionaire will perform and furnish the following services:

1. Clean interior of Concession Facility and all equipment provided by the City. Remove any equipment provided by Concessionaire. City will not be responsible for Concessionaire's equipment.
2. Inspection shall be conducted immediately upon conclusion of the Season, and a written report outlining any concerns, repairs, or replacement of City equipment shall be turned into the Coordinator.
3. Submit to the Coordinator a Year End Financial Report

#### **1.5 Responsibility for Concessionaire Costs**

Concessionaire will assume all the following costs of operations:

1. All printing required for food service
2. Telephone
3. Food Costs and all other costs of goods sold
4. Labor
5. Employee benefits and insurance
6. Products and public liability insurance and other operating insurance
7. Local office expenses and postage
8. Computer equipment/required cash registers
9. Small equipment for kitchen supplies
10. Paper goods and disposables

11. Uniforms, linens, and laundry
12. Miscellaneous supplies and services
13. Salaries and benefits
14. Licenses, permits, and local taxes
15. Food service area custodial services
16. Utilities
17. Menu Boards at the facilities. Prior approval of City is required.
18. Custodial Supplies to clean Concession Facility
19. Trash and Garbage disposal to dumpsters

**1.6 Responsibility for Charges to the City**

The City will assume all the following costs without charge to Concessionaire:

1. Maintenance and repairs of Concession Facility, including HVAC
2. Painting
3. Dumpster disposal
4. Pest control
5. Restroom supplies

**1.7 Minimum Food/Beverage Selections - *Or submit alternate product(s) for approval.***

- |                      |                   |
|----------------------|-------------------|
| 1. Soft Pretzels     | 11. Sno Cones     |
| 2. Pizza Slices      | 12. Ice Tea       |
| 3. Nachos and Cheese | 13. Lemonade      |
| 4. Hot Dogs          | 14. Coffee        |
| 5. Bratwurst         | 15. Hot Chocolate |
| 6. Hamburgers        | 16. Bottled Water |
| 7. Chips             | 17. Sports Drinks |
| 8. Candy             | 18. Beer          |
| 9. Danish/Muffins    | 19. Wine          |
| 10. Sodas            |                   |

Concessionaire and City must agree upon the proposed food and beverage menu and prices prior to the start of each Season.

### **1.8 Beer and Wine Concessions**

It is the intent of the City that sale of beer and wine will be permitted. Concessionaire will be required to obtain all City and state licenses and follow all City ordinances and state laws regarding the sale and distribution of alcohol. In the event that the City decides not to permit sale of beer and wine the parties may negotiate and adjustment to the Guaranteed Amount of compensation.

Personnel who handle sale of beer and wine must meet the minimum age requirements of state law.

### **1.9 Food Specifications**

Minimum raw food requirements will be USDA Grade Choice, USDA #1, USDA Grade A, #1 quality, Grade A fancy, depending on type of product. All other food shall be of a comparable quality.

### **1.10 Vending**

Concessionaire will also have option for an exclusive contract for snack and beverage-vending service at the Concession Facility as set forth in this document. This service will include all necessary machines, products, services and maintenance to the machines.

Concessionaire shall be responsible for all vending machines located at the Concession Facility and their efficient operation. This shall include the refund of any and all monies lost by customers using vending machines provided by Concessionaire to said customers. Concessionaire will post on or near vending machines the name and phone number of a person or persons to contact in the event of a malfunction of any vending machine. All vending equipment, operations and placement must have the prior written approval from the Coordinator or his/her designated representative.

### **1.11 Maintenance of Concession Facility**

Concessionaire will use reasonable care and diligence to provide the following services for the actual maintenance and operation of the Concession Facility:

**1.11.1** Shall at its own expense, at all times, keep the Concession Facility, including windows, interior of building and equipment, clean and sanitary and in full compliance with all laws, rules and regulations of the State of Missouri, St. Charles County, and the City of Dardenne Prairie. Shall also be required to keep all areas within twenty-five (25') feet of the Concession Facility clean and clear of trash and debris and will also be required to keep all designated eating areas, including tables, chairs and grounds, clean and clear of trash, debris, and spills.

**1.11.2** Shall at its own expense provide its own custodial services for the Concession Facility. Shall also provide and maintain proper and adequate furnishings, fixtures and equipment of the type and style suitable to serve the public in a proper manner.

**1.11.3** Shall collect all litter and garbage incident to the operation of the Concession Facility and remove to proper dumpsters or containers as provided by the City. The City shall remove from the premises all such litter and garbage collected by Concessionaire, provided Concessionaire has placed it in closed dumpsters or containers. At the end of the business day, Concessionaire shall clean the restrooms located in the Concession Facility building.

## **1.12 Maintenance and Replacement of City Owned Equipment**

Concessionaire shall perform all adjustments and maintenance of concession equipment as part of the Agreement at its expense. Concessionaire at its own expense shall perform all repairs and replacement of equipment needed during the term of the Agreement to operate the Concession Facility and to maintain health and safety standards. The City will be responsible for the maintenance and replacement of buildings, structures and surrounding areas including shrubbery, but not policing for trash, waste, garbage, and other debris.

Any said equipment shall be returned to the City at the end of the term of the Agreement in the same condition as received, reasonable wear and tear excepted. Concessionaire will be held accountable for those losses and damages to buildings and City owned property due to theft or abuse during the hours of operation of the Concession Facility.

## **1.13 Installation and Operation of Equipment**

Concessionaire will be responsible for supplying all equipment necessary for the management and operations of the Concession Facility. Concessionaire shall, at its own expense, install all necessary equipment as required to operate the Concession Facility. The City shall provide some fixed assets such as shelving, counters, sinks, and freezer. Concessionaire should also determine available equipment currently provided by the City by viewing the existing Concession Facility. Concessionaire shall pay, at its own expense, any expenses involved in the installation of, or for any additional utility connections required for, new, additional, or relocated equipment.

## **1.14 Personnel/Staffing**

**1.14.1** Concessionaire is informed that pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars (\$5,000.00), Concessionaire shall, by sworn affidavit substantially in the form provided by the Attorney General of Missouri, and provision of documentation, affirm its enrollment and participation in E-Verify, a federal work authorization program, with respect to the employees working in connection to the contracted services. Successful bidders shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

**1.14.2** Concessionaire will furnish sufficient and competent personnel for the operation of a safe and sanitary Concession Facility at all times the Concession Facility is in use. All such personnel shall be neat and clean in appearance and courteous to the users of the Concession Facility. ***All personnel must be uniformly identified at all times.*** All personnel employed by Concessionaire in the performance of the Agreement shall

be deemed employees of Concessionaire and not employees of the City. Concessionaire will be responsible for the payment of all employment taxes and Social Security taxes related to the employment of said personnel.

**1.14.3** One staff person shall be designated as the concession manager whenever the Concession Facility is in operation. All employees must be at least 16 years of age and Concessionaire must follow the child labor laws as established by and outlined in the Fair Labor Standards Act. (See 5.7A for additional minimum age requirements for employees.)

**1.14.4** Concessionaire shall be responsible for the appearance and conduct of concession employees at all times. *Concession employees shall wear a uniform acceptable to the City while on duty.*

**1.14.5** Concessionaire shall replace any personnel deemed unsatisfactory by the City and shall replace such personnel within seven (7) days of receiving written notice from the City.

**1.14.6** Concessionaire shall provide the City a final, complete list of management level employees ten (10) days prior to the beginning of the Season. This list shall include the names, addresses and phone numbers of each of the managers.

**1.14.7** Concessionaire shall provide a drug-free workplace.

**1.14.8** The employees and managers of the Concession Facility hired by Concessionaire must submit to a criminal background check prior to beginning work at the Concession Facility, at Concessionaire's sole cost and expense. Concessionaire shall provide copies of all criminal background checks to the Coordinator.

## **1.15 Operational Supplies/Utilities**

**1.15.1** Concessionaire shall furnish all chemicals, first-aid supplies, cleaning agents, tools, materials, equipment, trash bags, paper towels, napkins, hand soap, dish soap, janitorial supplies, light bulbs, etc. for the Concession Facility during the term of the Agreement.

**1.15.2** The City shall furnish the water and electricity as specified in Section 6.

**1.15.3** The City will provide Concessionaire three (3) sets of keys for locks that access the Concession Facility. Concessionaire shall not duplicate keys. Additional keys may be provided at the discretion of the City.

**1.15.4** Concessionaire is responsible for keeping a master list of persons who have been issued keys. Concessionaire is required to account for all outstanding keys at the end of the Season. In the event keys have been duplicated or Concessionaire is unable to return all keys issued, Concessionaire will be responsible for any and all costs incurred by the

City to re-key the entire Concession Facility.

## **2. COMPENSATION TO CITY**

### **2.1 Compensation**

1. Compensation to the City shall be the greater of:
  - a. The sum of a Percentage of Gross Sales, (the "Percentage") for the year as stated in the Bid Form and total monthly payment for utilities ("Utilities") stated in the Bid Form; or
  - b. The minimum Guaranteed Amount as stated on the Bid Form.
2. "Gross sales" is defined as the total amount charged by Concessionaire, its employees or agents for items sold at the Concession Facility. "Utilities" are set at \$160.00 per month for 6 months.
3. The minimum Guaranteed Amount is the money that Concessionaire will guarantee to pay the city regardless of the Gross Sales realized by the Concession Facility.

#### **2.1.1 Basis of Payment**

##### **1. Monthly Payment**

Concessionaire shall pay the City each month during the season on 15<sup>th</sup> day of every month (the "Due Date") commencing on the 15<sup>th</sup> of May. The payment shall be the greater of the sum of Percentage of Gross Sales for the previous month plus the monthly Utility Fee, or one eighth of the Guaranteed Amount.

##### **2. Late Fee.**

Concessionaire acknowledges that late payment to the City of the Percentage or Guaranteed Amount will cause the City to incur costs not contemplated by the Agreement, the exact amount of which will be difficult to ascertain. Accordingly, if the Percentage or Guaranteed Amount is not received by the City on the Due Date, Concessionaire agrees to pay to the City a late fee equal to Fifty Dollars (\$50.00) for each day such payment is late.

##### **3. Make checks payable to: City of Dardenne Prairie.**

Mail to: 2032 Hanley Road, Dardenne Prairie, MO 63368

## **3. ACCOUNTING OF GROSS SALES**

1. It shall be Concessionaire's sole responsibility to remit to the City an accounting of all sales made at the Concession Facility during the Season. This documentation shall be for the purpose of accounting for all vending and concession services.

2. Cash Registers. All sales, other than sales from vending machines, shall be recorded by cash registers, which display to the customer the amount of the sale and automatically issue receipts certifying the transaction amount. The cash registers shall be equipped with devices which lock in sales totals, transaction records, produce duplicate audit tape, contain counters which cannot be reset and which record the transaction numbers and sales details on such tape. Any errors shall be noted by Concessionaire on the audit tape with an explanation. Cash register readings shall be recorded by Concessionaire at the beginning and end of each business day (the "Cash Register Readings").
3. Concessionaire agrees to review and evaluate all sales figures with City staff on a quarterly basis.
4. If the City objects to all or any portion of the documentation provided by Concessionaire, City shall notify Concessionaire in writing within ten (10) calendar days of the disagreement. The submittal of correct and accurate documentation is an important aspect of Concessionaire's responsibility under the Agreement. Any deviation from the agreed upon processes and practices set forth in the Agreement or agreed upon by the parties by Concessionaire shall be grounds for termination of the Agreement.

#### **4. AUDIT**

City shall have the right, upon reasonable notice, to audit (at any time up to one year after the completion of the services) the sales and disbursements made to the City in connection with the services to be performed and may examine any relevant books and records.

No examination of the records and books of account shall unreasonably delay or defer the obligation of Concessionaire to make any payments to the City.

#### **5. CONCESSIONAIRES BOOKS AND RECORDS**

Concessionaire shall keep and maintain proper and adequate books, records and accounts which accurately reflect daily usage, financial data, injuries, staff dialogue of daily occurrences, maintenance information and all necessary data to properly manage and operate the Concession Facility. All daily information and a Monthly Report shall be provided to the City at the conclusion of each month. A year-end report is to be provided to the City no later than December 31<sup>st</sup>.

#### **6. RENEWAL OPTION**

Upon expiration of the 2025 contract year, the City shall have the sole option to renew the Contract for up to two (2) additional years under the same terms and conditions.

#### **7. INSURANCE**

Concessionaire shall, during the term of the Agreement, at its own expense, procure and maintain insurance as follows: (1) A comprehensive commercial general liability insurance to include premises/operations, products, personal injury, completed operations, incidental malpractice and contractual coverages with a minimum limit of Three Million Dollars (\$3,000,000.00) combined for any single occurrence and One Million Dollars (\$1,000,000.00) for any single person per occurrence and for property damage; (2) Automobile liability insurance with combined single limits

of liability not less than \$500,000 for bodily injury, including personal injury or death and property damage.

Insurance coverage must be provided by an insurer having an AM Best and Company Rating of at least A+. Said general liability insurance must cover the premises herein named and all of the activities pertaining to Concessionaire.

The City shall be named as additional insured on all such insurance policies, with the exception of workers' compensation coverage. Concessionaire shall provide certificates of insurance, concurrent with the execution of the Agreement, evidencing such coverage and, at City's request, furnish the City with copies of all insurance policies and with evidence of payment of premiums or fees of such policies. All insurance policies shall contain a clause of endorsement providing that they may not be terminated or materially amended during the term of the Agreement, except after thirty (30) days prior written notice to the City. If Concessionaire's insurance policies are "claims made" or "claims paid", Concessionaire shall be required to maintain tail coverage for a minimum period of three (3) years from the date the Agreement is actually terminated. Concessionaire's failure to maintain such insurance policies shall be grounds for the City's immediate termination of the Agreement.

#### **8. WORKERS' COMPENSATION INSURANCE**

Concessionaire shall procure and shall maintain during the term of the Agreement, Workers' Compensation Insurance for all of its employees to be engaged and perform work under the Agreement, and in case any such work is sublet, Concessionaire shall require the subcontractor similarly to provide Workers' Compensation Insurance for all such employees to be engaged in such work, unless such employees are covered by the protection afforded by Concessionaire's Workers' Compensation Insurance. In the event any class of employees engaged in hazardous work under the Agreement is not protected under the Workers' Compensation statute, Concessionaire shall provide, and shall cause such subcontractor to provide, adequate Employer's Liability Insurance for the protection of its employees not otherwise protected.

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by Concessionaire for the City.

In full compliance with the Worker's Compensation Act of the State of Missouri and Employer's Liability Coverage the minimum amount of insurance shall be One Million Dollars (\$1,000,000.00) per occurrence.

#### **9. INDEMNIFICATION**

Concessionaire agrees to indemnify, defend, and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with the Agreement to the extent caused by the negligent acts, errors or omissions of Concessionaire, its partners, shareholders, agents, employees, or by Concessionaire's breach of the Agreement. Concessionaire's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs.

#### **10. LICENSES AND PERMITS**

Concessionaire shall be responsible for obtaining and paying the costs of all necessary permits and licenses required by any applicable laws, rules and/or regulations (including the Ordinances of the City of Dardenne Prairie) necessary for the operation of the Concession Facility provided, however, Concessionaire shall not be responsible for obtaining a use permit.

## **11. HEALTH AND SAFETY STANDARDS**

Concessionaire shall meet all Health and Safety Standards regulations set forth by Ordinance of the City of Dardenne Prairie and St. Charles County. The Concession Facility will be maintained in a clean and orderly fashion, and the operation shall be in accordance with all the rules and regulations of the Health Department of the State of Missouri. Concessionaire shall maintain the Concession Facility in a clean and safe condition at all times.

Concessionaire will be required to place and have available during all hours of operations a first aid kit and a fire extinguisher.

## **12. LIQUIDATED DAMAGES AND PENALTIES**

### **12.1 Maintenance**

Concessionaire agrees that if he/she defaults or neglects to carry out the general maintenance work in accordance with the specifications stated herein (Section 5, Basic Services) City shall charge Concessionaire the cost of time, materials, and a 25% administration fee based on the total costs for time and materials for said actions taken by the City.

### **12.2 Register Readings**

Concessionaire agrees that if he/she collects sales receipts in an amount less than that indicated on the Cash Register Readings at the end of the day, Concessionaire shall be responsible to pay the Percentage based on the Cash Register Readings, not on collected sales.

### **12.3 Staffing**

Concessionaire agrees that should it fail, refuse, or neglect to provide adequate staffing, Concessionaire shall pay to the City, as liquidated damages, in the sum of One Hundred Dollars (\$100.00) per day for each and every day said Concessionaire fails, refuses or neglects to perform said obligations.

### **12.4 Performance of Obligations**

Concessionaire agrees that should it fail, refuse, or neglect to perform any of the obligations imposed upon it as specified herein and City is caused thereby to operate the Concession Facility or close the Concession Facility and/or seek another person, firm, company, corporation or association to operate and manage the Concession Facility, then and in the event, Concessionaire shall pay to City as liquidated damages the sum of Five Hundred Dollars (\$500.00) per day for each and every day said Concessionaire fails, refuses or neglects to perform said obligations until the City reopens and operates the Concession Facility through the balance of the Season by other means as specified above. In addition to the damages set out in this Section, Concessionaire shall pay damages for any increased expense incurred once the City has reopened the Concession Facility due to Concessionaire's failure, refusal, or neglecting to perform equal to the difference between the costs incurred by City to operate during the term of the Agreement and the costs that would have been

incurred by the City under the Agreement.

### **12.5 Quit and Surrender Premises**

Concessionaire further agrees to quit and surrender the Concession Facility premises to City upon the expiration or termination of the Agreement. Concessionaire agrees that it shall pay as liquidated damages to the City, Five Hundred Dollars (\$500.00) per day for each and every day that it continues to occupy said premises after expiration or termination.

### **13. Independent Concessionaire/Conflict of Interest**

It is the intention and understanding of the parties that Concessionaire shall be an independent Concessionaire and that the City shall be neither liable nor obligated to pay Concessionaire sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. Concessionaire shall pay all income and other taxes as due. Industrial or any other insurance, purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to Concessionaire, shall not be deemed to convert this Contract to an employment contract. It is recognized that Concessionaire may be performing services during the term of this Contract for other parties; provided, however, that such performance of other services shall not conflict with or interfere with Concessionaire's ability to perform under this Contract. Concessionaire agrees to resolve any such conflicts of interest in favor of the City.

### **14. Equal Opportunity Employer**

In all Concessionaire's activities, including the performance of the services under this Contract and all hiring and employment made possible by or resulting from this Contract there shall be no discrimination by Concessionaire or by Concessionaire's employees, agents, subConcessionaires or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status

or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of payor, other forms of compensation, and selection for training, including apprenticeship. Concessionaire shall not violate any of the terms of Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding non-discrimination. Any material violation of this provision shall be grounds for termination of this Agreement by the City and, in the case of Concessionaire's breach, may result in ineligibility for further City agreements.

### **15. Exclusive Right.**

This Agreement does grant Concessionaire an exclusive right to distribute its products at the Concession Stand.

### **16. Signs.**

Concessionaire shall be limited to placing a sign on the Concession Stand only. Concessionaire shall not place any sign, notice or advertising matter on or about the City's real property, without the City's prior written consent, which consent may be withheld for any reason. If required by Municipal Code of the City of Dardenne Prairie, Concessionaire shall obtain all necessary permits in connection with any such signs.

## **17. General Provisions.**

### **17.1 Entire Agreement.**

This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement.

### **17.2 Modification.**

No provision of this Agreement, including this provision, may be amended or modified except by written agreement signed by the Parties.

### **17.3 Full Force and Effect.**

Any provision of this Agreement, which is declared invalid or illegal shall in no way, affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

### **17.4 Assignment.**

Neither the Concessionaire nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

### **17.5 Successors in Interest.**

Subject to the foregoing Subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns.

### **17.6 Attorney Fees.**

In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorneys' fees, costs and expenses. The venue for any dispute related to this Agreement shall be St. Charles County, Missouri.

### **17.7 No Waiver.**

Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

### **17.8 Governing Law.**

This Agreement shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Missouri, not including the state's choice of law rules.

### **17.9 Authority.**

Each individual executing this Agreement on behalf of the City and Concessionaire represents and

warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Concessionaire or the City.

**17.10 Notices.**

Any notices required to be given by the Parties shall be delivered at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

City of Dardenne Prairie:

Attn: City Administrator

2032 Hanley Road

Dardenne Prairie, MO 63368

Classic Red Hots:

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

**17.11 Captions.**

The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement.

**17.12 Performance.**

Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Concessionaire's performance of this Agreement.

**17.13 Remedies Cumulative.**

Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute.

**17.14 Counterparts.**

This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

DATED the day and year set forth above.

**JC Food Services, LLC**

By:

Name: \_\_\_\_\_

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

**City of Dardenne Prairie, Missouri**

By:

Name: \_\_\_\_\_

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

ATTEST:

---

City Clerk

**RESOLUTION NO. 390**

**A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, DECLARING THE INFORMALLY PROJECTED AND NONBINDING TAX LEVY FOR THE YEAR 2025.**

**WHEREAS**, pursuant to 2008 Missouri State Senate Bill 711, enacted as §§ 137.180 and 137.243, RSMo., as of January 1, 2009, the governing body of each political subdivision within a county with a charter form of government, must informally project a nonbinding tax levy, based upon property valuations provided by the county, and return such projected tax levy to the county no later than April 8th; and

**WHEREAS**, on or before March 14, 2025, and pursuant to § 137.243, RSMo., the City received from St. Charles County an abstract of the assessment book showing the aggregate amounts of different kinds of real, personal, and other tangible property and the valuations of each for the City; and

**WHEREAS**, using such information the Board of Aldermen of the City of Dardenne Prairie, Missouri, has informally projected a nonbinding tax levy for the year 2025; and

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

**Section 1.** In compliance with the requirements of § 137.243, RSMo., the informal projections of a nonbinding tax levy for the year 2025 in the City of Dardenne Prairie, Missouri, by the Board of Aldermen of the City of Dardenne Prairie, Missouri, are reflected in Exhibit A, attached hereto and incorporated by reference herein.

**Section 2.** That the City Clerk is hereby directed to submit this Resolution to St. Charles County no later than April 8, 2025.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mayor

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



MARCH 07, 2025

DARDENNE PRAIRIE (53)  
 ATTENTION: KIM CLARK, CLERK  
 2032 HANLEY ROAD  
 DARDENNE PRAIRIE, MO 63366

PURSUANT TO SENATE BILL 711 (SB711), SECTION 137.243, THE COUNTY IS TO PROVIDE THE AGGREGATE VALUES AS STATED BELOW FOR THE PROJECTED TAX RATES FOR 2025.

2024-2025 VALUE REPORT  
 CERTIFIED - MARCH 2025  
 DARDENNE PRAIRIE (53)

REAL ESTATE	443,976,137
PERSONAL PROPERTY	66,900,005
RAILROAD & UTILITIES	
STATE ASSESSED REAL	4,111,984
STATE ASSESSED PERSONAL	577,057
LOCAL ASSESSED REAL	398,466
LOCAL ASSESSED PERSONAL	244,852
<b>TOTAL VALUE</b>	<b>516,208,501</b>
GAIN NEW CONSTRUCTION-PRELIMINARY-ASSESSOR	6,545,803
GAIN ANNEXATION-PRELIMINARY-ASSESSOR	0

Given under my hand and official seal the 2025 Real Estate preliminary totals this 7th day of March, 2025.

Peggy Stiens, Financial Program Administrator

2024 TAX RATE 0.0848

By April 8th 2025 we must have in our office the following:

	General Revenue	Debt (GO Bonds)	Other:
1. Projected tax Rate	.0848		
2. Ceiling Rate	.0848		
3. Maximum Voter Approved Levy	.2500		
4. Phone number to be published on Projected Tax Liability Statement	636-561-1718		
5. Name of person completing form	Cathy L. Pratt		
6. Signature of person completing form			
7. Contact phone number of person completing form	636-755-5303		
8. Date completed	03/13/2025		

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

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE,  
MISSOURI, AMENDING SECTION 115.300 OF THE  
MUNICIPAL CODE OF THE CITY CONCERNING THE  
EMPLOYMENT OF THE CITY ENGINEER**

**WHEREAS**, the Board of Aldermen of the City of Dardenne Prairie, Missouri, hereby finds and determines that it is to the benefit of the health, safety and general welfare of the residents of the City to amend Section 115.300 of the Municipal Code to provide for the employment of a City Engineer.

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

**SECTION 1.** That Section 115.300 of the Municipal Code of the City of Dardenne Prairie, Missouri, shall be and is hereby amended by deleting Section 115.300 in its entirety and enacting, in lieu thereof, a new Section 115.300 to read as follows:

**Section 115.300 Employment — Qualifications.**

- A. The City Engineer shall be employed by the City Administrator as authorized by Section 115.170 of the Municipal Code.
- B. The City Engineer shall be a registered professional engineer and shall be registered as such in the State. The City Engineer need not be a resident of the City at the time of his/her employment.

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

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

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

Read two times, passed, and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

Attest:

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mayor

Attest:

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