

DARDENNE



PRAIRIE

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

**BOARD OF ALDERMEN
WORK SESSION AGENDA
MAY 21, 2025
6:00 p.m.**

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

ITEMS FOR DISCUSSION AND CONSIDERATION

1. Police Services Agreement (Pratt)
2. Chickens
3. Review of 05-21-25 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

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AMENDING SECTION 205.085 OF THE MUNICIPAL CODE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, BY DELETING SUBSECTION C THEREOF IN ITS ENTIRETY AND ENACTING, IN LIEU THEREOF A NEW SUBSECTION C AND PROVIDING FOR THE REGULATION OF DOMESTICATED ANIMALS

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

SECTION 1. That Paragraph (a) to Subdivision (2) to Subsection (B) of Section 110.195 of the Municipal Code of the City of Dardenne Prairie, Missouri, be and hereby is amended by deleting Paragraph (a) to Subdivision (2) to Subsection (B) of Section 110.195 in its entirety and enacting, in lieu thereof, a new Paragraph (a) to Subdivision (2) to Subsection (B) of Section 110.195, to read as follows:

- C. In ~~all the "R-1A" Single-Family residential~~ Residential zoning ~~districts, in which the keeping of fowl is permitted,~~ the occupant of a dwelling may only keep chickens for personal use under the following conditions:
1. Hens may be kept on ~~residential~~ the property. A rooster may only be kept on a ~~residentially zoned parcel of land~~ property five (5) acres or more in size.
 2. In residential lots of ten thousand (10,000) square feet or more, the maximum number of hens that may be kept is eight (8).
 3. Hens shall not be kept for commercial or resale purposes. Hens and eggs may not be sold, nor may they be advertised for sale.
 4. Hens shall be confined in an enclosure by a secure fence meeting the following specifications:
 - a. Constructed of wire mesh, wire grid, or chicken wire;
 - b. Six (6) feet or less in height;
 - c. The area enclosed by the fence shall contain a minimum of ten (10) square feet per hen; and
 - d. Located entirely in the rear yard of the residence.
 5. A chicken coop shall be located within or adjacent to the fenced confinement area described in Section 205.085(C)(4). No more than one (1) chicken coop may be located on a lot. The chicken coop shall be structurally sound and meet the following specifications:
 - a. A roof constructed of standard building material but not a tarpaulin;
 - b. Walls constructed of wood or metal which are six (6) feet or less in height;
 - c. A non-porous floor of vinyl, plastic, or concrete, covered with straw or wood shavings;
 - d. Contain a minimum of four (4) square feet per animal kept;

- e. A coop shall not exceed one hundred (100) square feet in area, and shall be located entirely in the rear yard of the residence.
6. The enclosure and chicken coop may be located within a rear yard setback for the residence provided the following setbacks are maintained:
 - a. A minimum of ten (10) feet from any property line; and
 - b. A minimum of twenty-five (25) feet from any residence other than the owner's residence.
7. Both the fenced enclosure and the coop shall be maintained as to not pose a threat to the public health, safety, or welfare or to cause a public nuisance. No material from the confinement area or coop shall run off onto adjoining property. Any manure or waste shall be collected and properly removed from the premises or tilled into the soil on the premises promptly and regularly to prevent offensive smells or conditions conducive to diseases.
8. Food for hens shall be stored in a sanitary, leak-proof container that cannot be contaminated by rodents or insects.
9. Chickens shall not be slaughtered on the property under any circumstances.

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.

[Remainder of page intentionally left blank.]

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



PRAIRIE

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

BOARD OF ALDERMEN
MEETING AGENDA
MAY 21, 2025
7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

Mayor Widaman
Alderman Detweiler
Alderman Gittemeier
Alderman Johnson
Alderman Nay
Alderman Waters
Alderman Wilson

CONSENT AGENDA

1. Expenditures for Approval – 05-21-25
2. Master Sign Plan – Target Corporation

ITEMS REMOVED FROM CONSENT AGENDA

PUBLIC COMMENT

PUBLIC HEARING

1. PUD Rezoning Request – “ND” to “C-3, PUD” Mixed Use (Multi-family & Commercial)

NEW BUSINESS

1. **Resolution #394**

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF DARDENNE PRAIRIE URGING THE CITY OF O’FALLON TO AUTHORIZE FUNDING AND INSTALLATION OF A TEMPORARY TRAFFIC SIGNAL AT THE INTERSECTION OF WELDON SPRING ROAD AND TECHNOLOGY DRIVE IN THE INTEREST OF PUBLIC SAFETY DURING ROAD CONSTRUCTION

2. **Bill # 25-24**
AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, PROVIDING FOR THE REZONING OF APPROXIMATELY 3.02 ACRES OF REAL PROPERTY, COMMONLY KNOWN AS PRAIRIE POINT, FROM ND, NEW DEVELOPMENT DISTRICT, TO C-3-P.U.D., RETAIL COMMERCIAL DISTRICT, FOR A PLANNED UNIT DEVELOPMENT (P.U.D.); AND APPROVING AN AREA PLAN FOR THE SAME

3. **Bill # 25-25**
AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, APPROVING A FINAL PLAN FOR 2.88 ACRES OF A CERTAIN PROPERTY, COMMONLY KNOWN AS THE VILLAS AT DARDENNE PLACE PHASE 2, LOCATED AT THE NORTHEAST CORNER OF HANLEY ROAD AND FEISE ROAD IN THE CITY OF DARDENNE PRAIRIE, MISSOURI

4. **Bill # 25-26**
AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, APPROVING A FINAL PLAN FOR 4.02 ACRES OF A CERTAIN PROPERTY, COMMONLY KNOWN AS THE VILLAS AT DARDENNE PLACE PHASE 3, LOCATED AT THE SOUTHWEST CORNER OF HANLEY ROAD AND FEISE ROAD IN THE CITY OF DARDENNE PRAIRIE, MISSOURI

5. **Bill # 25-27**
AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, APPROVING THE RECORD PLAT FOR 18.14 ACRES OF CERTAIN REAL PROPERTY, COMMONLY KNOWN AS "COMMERCE PARK WEST," AND AUTHORIZING THE CITY CLERK TO ATTEST AND CERTIFY APPROVAL OF SAID PLAT

6. **Bill # 25-28**
AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AMENDING SECTION 205.085 OF THE MUNICIPAL CODE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, BY DELETING SUBSECTION C THEREOF IN ITS ENTIRETY AND ENACTING, IN LIEU THEREOF A NEW SUBSECTION C AND PROVIDING FOR THE REGULATION OF DOMESTICATED ANIMALS

7. **Bill # 25-29**
AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING AND DIRECTING THE CITY ADMINISTRATOR TO FURTHER NEGOTIATE, EXECUTE, ACKNOWLEDGE, DELIVER AND ADMINISTER ON BEHALF OF THE CITY AN INTERGOVERNMENTAL LAW ENFORCEMENT SERVICES AGREEMENT BY AND BETWEEN ST. CHARLES COUNTY AND THE CITY OF DARDENNE PRAIRIE FOR PATROL SERVICES AND ENFORCEMENT OF CERTAIN MUNICIPAL ORDINANCES

OFFICER & STAFF COMMUNICATIONS

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

ADJOURNMENT

**EXPENDITURES FOR APPROVAL
5/21/2025**

1 Advanced Turf Solutions	Baseball field marking paint	499.50
2 AFLAC	May, 2025	335.52
3 Ameren	City Hall	1,128.57
4 Ameren	Traffic Light 2	47.91
5 Ameren	Traffic Light	12.16
6 Ameren	Street Lights	31.16
7 Ameren	Street Lights	189.48
8 Ameren	Concession Stand	207.98
9 Ameren	City Park	148.55
10 Ameren	Athletic Complex	703.11
11 Americom Imaging Systems, Inc.	Server to July, 2025	832.05
12 Americom Technology Solutions	IT - May, 2025	2,191.42
13 Cathy Pratt	Reimbursement for HOA Dinner	865.50
14 CDS Office Technologies	Copiers	280.50
15 Core Turf Solutions	Ballfield leveling	9,275.00
16 First Bank	Credit Card Charges	2,139.39
17 Hansen's Tree Service	Tree removal Stump Road	1,575.00
18 HR Green	Stump Road Pay Application #34	4,446.56
19 Insurance - The Hartford	May, 2025	486.87
20 Jonathan Fuchs	Prosecuting Attorney: May, 2025	1,100.00
21 LAGERS	April, 2025	5,680.93
22 Mark Byrne	Municipal Judge: May, 2025	500.00
23 Martin Door	Parks Garage Door Repair	281.16
24 O'Fallon Sewer Service	BaratHaven Park Toilet Rentals to 6/25/25	270.00
25 Payroll	5-23-25 Payroll	35,183.62
26 St. Charles County Finance	Court Recoupment	70.00
27 Tyler Technologies, Inc.	MyGov 5.0 - 2nd Quarter 2025	3,678.00
28 United Printing Consultants	Business cards	515.00
29 Weis Design Group	Engineering: April, 2025	25,534.34
		72,175.44

Approved by Board of Aldermen 5/21/25

Mayor Keith Widaman

25-181



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

MASTER SIGN PLAN APPLICATION

CITY OF DARDENNE PRAIRIE, MISSOURI

www.DardennePrairie.org

APPLICANT:

Kimley-Horn & Associates

Company Name

Sadie Peterson, Civil Analyst

Printed Name, Title

11995 Singletree Lane, Suite 225

Street Address

Eden Prairie, Minnesota, 55344

City/State/Zip Code

(612) 254-9202

Telephone

Facsimile

STREET ADDRESS OF SITE: 7955 State Route N, Dardenne Prairie, MO, 63368

OWNER (attach additional):

Contract Purchaser/Developer:

Rob Grundstrom

Printed Name

Target Corporation

Company Name

Rob Grundstrom, Owner

Printed Name, Title

Printed Name

1000 Nicollet Mall

1000 Nicollet Mall

Street Address

Street Address

Minneapolis, Minnesota, 55403

Minneapolis, Minnesota, 55403

City/State/Zip Code

City/State/Zip Code

(612) 304-6073

(612) 304-6073

Telephone

Facsimile

Telephone

Facsimile

LEGAL DESCRIPTION OF SITE (other than address) Dardenne Town SQ Lot 11

EXISTING ZONING: C 2 to C 3

PROPOSED USE: No Change but addition of CVS
Pharmacy

TOTAL SQUARE FEET OF SIGN FACE: Front elevation (3 signs): 226.82 sf Left Elevation (Corner lot exemption): 113.1 sf

MASTER SIGN PLAN REVIEW FEE SUBMITTED: \$493.64

MASTER SIGN PLAN APPLICATION / CHECKLIST

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

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

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

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

Please Note:

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

Sadie Peterson

5/6/2025

Applicant's Signature

Date

Owner's Signature

Date

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








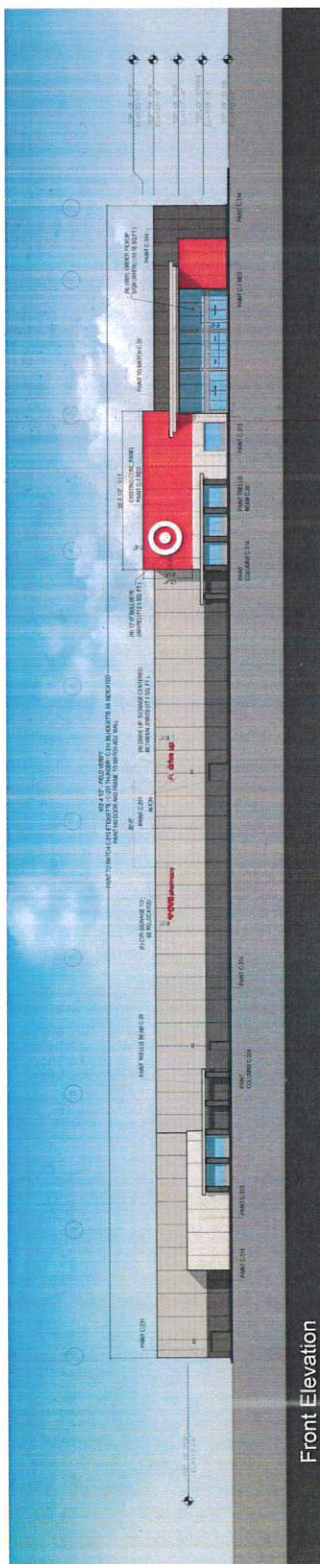
DESIGN PACKAGE
SITE PLAN
APRIL 08, 2025

T-2103 DARDENNE PRAIRIE, MO: REMODEL - EXTERIOR DESIGN

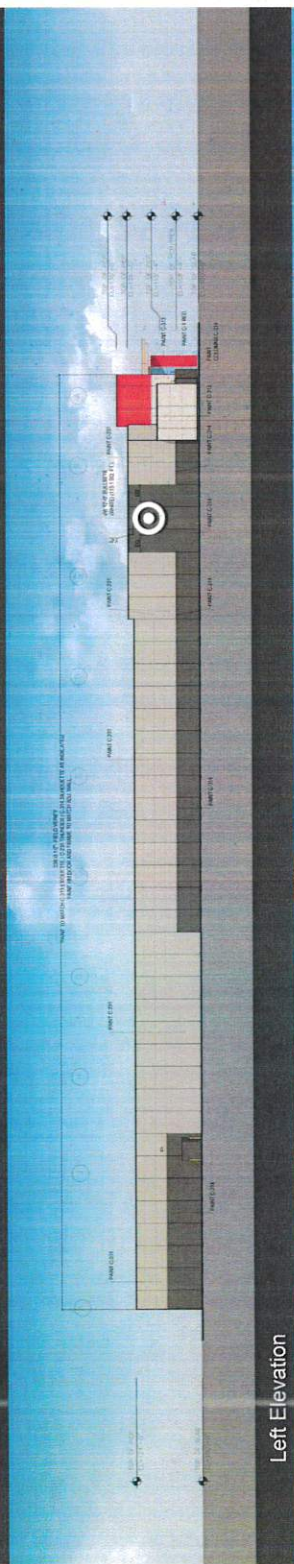


COLOR KEY:

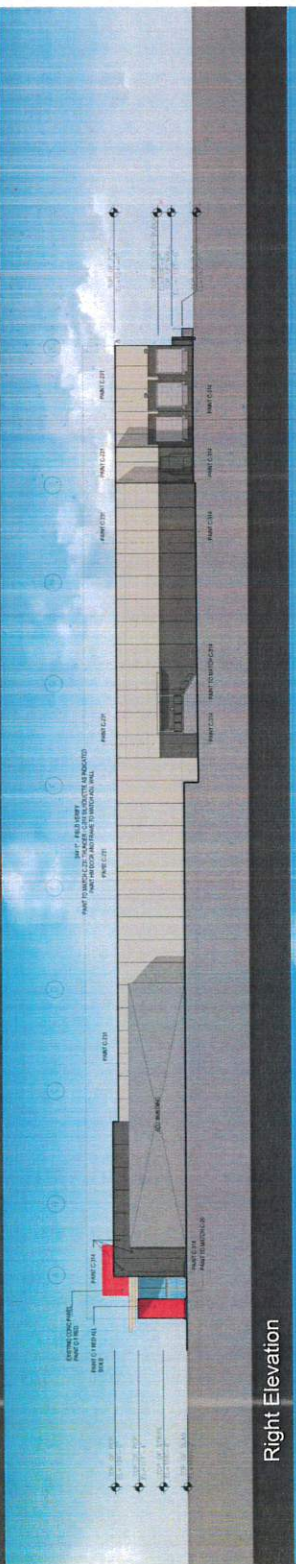
	C-20 CHAMPAGNE
	C-313 (BM #AF-50) ETIQUETTE
	C-231 (BM #AF-685) THUNDER
	C-314 (BM #1AF-655) SILHOUETTE
	C-1 RED



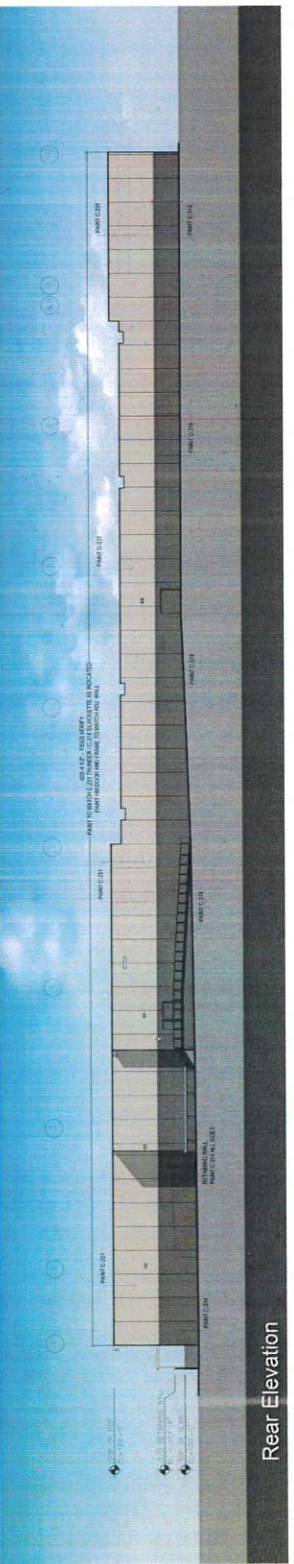
Front Elevation



Left Elevation

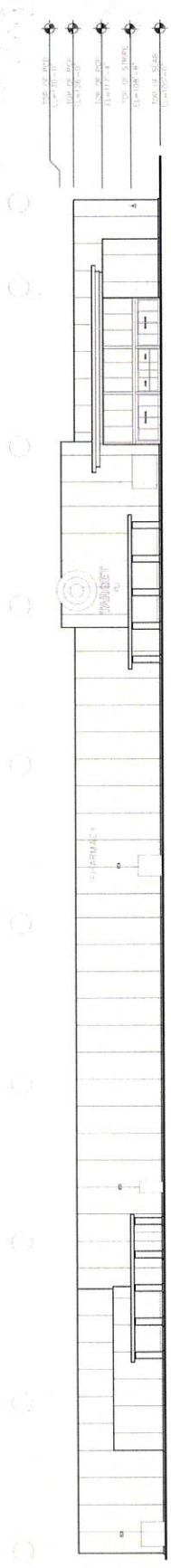


Right Elevation



Rear Elevation

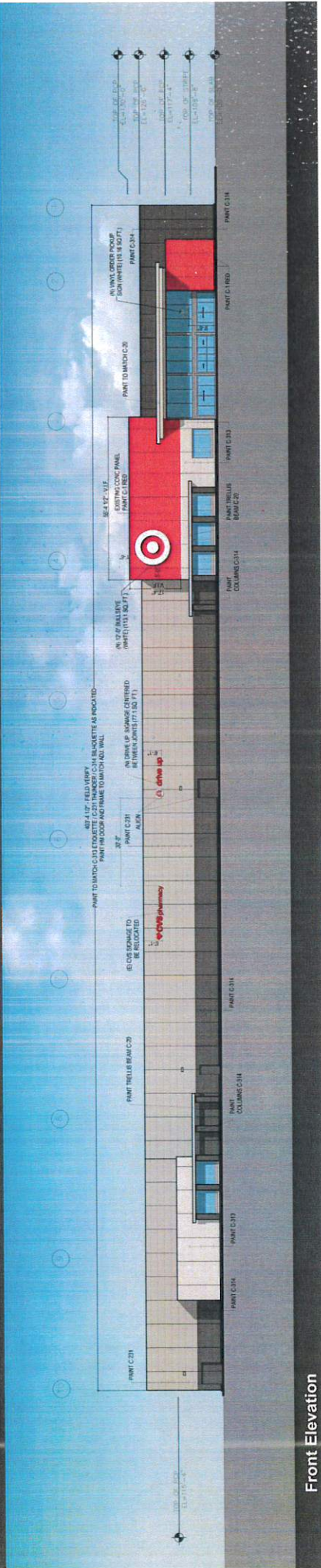
- NOTE:
- *EXISTING FINISHES SHOWN FOR REFERENCE.
 - *EXISTING BRICK, STONE, CAST STONE AND PREFINISHED METAL AREAS NO PAINT; PAINT HIM DOOR AND FRAME TO MATCH ADJ. WALL, TYP.
 - *RESEAL CAST STONE CAPS, TYP.
 - *CLEAN BRICK/STONE/CAST STONE AS REQUIRED.
 - *STORE EXTERIOR WALLS ARE PRIMARILY BRICK & PRECAST CONCRETE
 - *EXISTING SPHERICAL BOLLARDS REPAINT C-1 RED U.N.O.
- BEN-2 : TRANSITIONAL, COLOR SILVER
- GENERAL NOTES
- *AREA TO BE PAINTED STARTS AT TOP OF CURB OR REVEAL AND CONTINUES TO TOP OF PARAPET/FLASHING OR REVEAL. PAINT COLOR AND FINISH TRANSITIONS OCCUR AT EXISTING VERTICAL CONTROL JOINTS OR AT INSIDE BUILDING CORNERS, U.N.O.
 - *ALL EXISTING WALL-MOUNTED ITEMS TO BE PAINTED TO MATCH ADJ. WALL SURFACE, U.N.O.
 - *PATCH ALL VISIBLE HOLES FROM MOUNTING OF REMOVED SIGNS WITH LIKE MATERIALS. RESTORE WALL SURFACE TO 'LIKE NEW' APPEARANCE.



FRONT ELEVATION



GOOGLE ELEVATION



Front Elevation

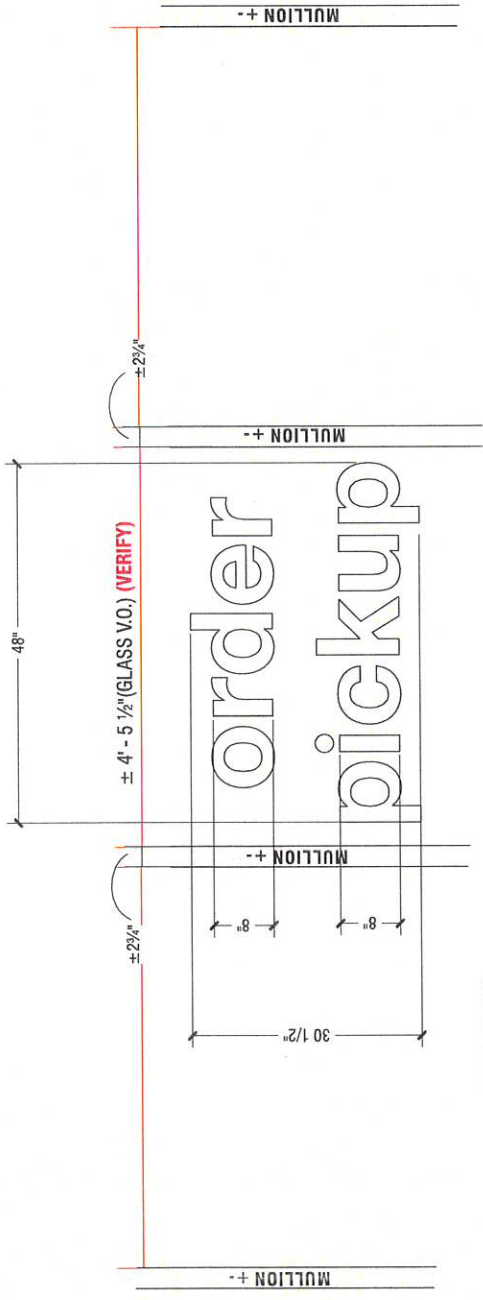


T-2103 DARDENNE PRAIRIE, MO: REMODEL - EXTERIOR DESIGN

DESIGN PACKAGE
FRONT ELEVATION
APRIL 08, 2025

FIELD SURVEY REQUIRED

VERIFY GLASS V.O. & MULLION/DIVIDER SIZING PRIOR TO FABRICATION



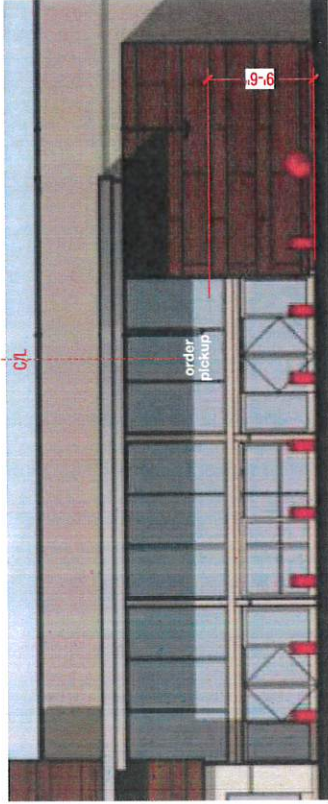
ORDER PICKUP VINYL | ONE (1) REQ.

SCALE: 3/4" = 1'-0"

MANUFACTURE AND INSTALL FIRST SURFACE (*Verify IF : 1st or 2nd Surface Applied) OPAQUE WHITE VINYL LAYOUT

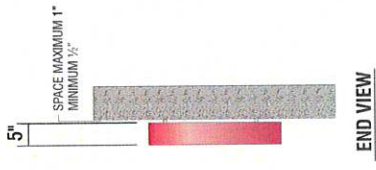
10.16 SQ FT

MATERIAL FINISH COLORS	
<input type="checkbox"/>	3M 7725-10 WHITE OPAQUE VINYL

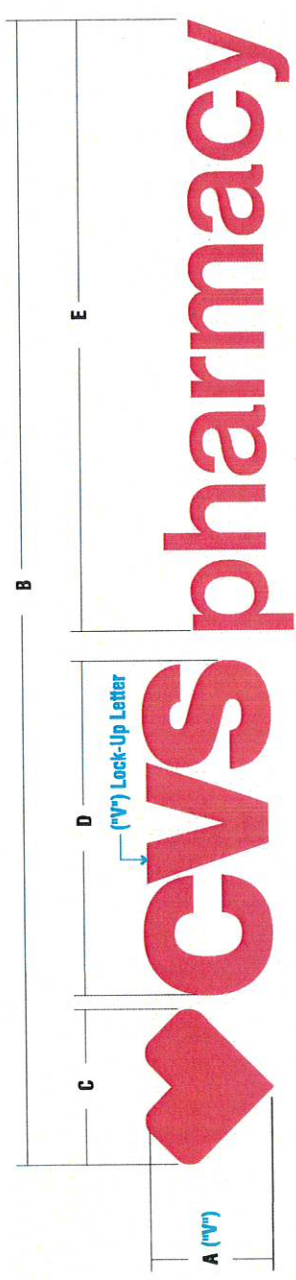


scale 3/32" = 1'-0"

NORTH ELEVATION (Partial) STOREFRONT



END VIEW



(1/2") Lock-Up Letter

ACRYLIC FACED INTERNALLY ILLUMINATED CHANNEL LETTERS

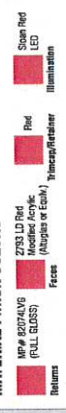
MANUFACTURE AND INSTALL CHANNEL LOGO & LETTERS AS SHOWN AND NOTED

DESIGNATES HEIGHT OF LOGO (Heart)

CVS-12-CL

SIGN TYPE	A	B	C	D	E	AMPS CIRCUITS	SQ.FT.
CVS-12-CL	11 5/8"	9'-1 1/4"	1'-2 3/4"	2'-8"	4'-10 1/2"		9.48
CVS-16-CL	12 1/2"	12'-2 1/4"	1'-7 3/4"	3'-6 3/4"	6'-6 1/4"		16.63
CVS-18-CL	17 1/2"	13'-9"	1'-10 1/4"	4'-0 1/4"	7'-4"		20.62
CVS-20-CL	19 1/2"	15'-3"	2'-0 3/4"	4'-5 1/2"	8'-1 3/4"		25.41
CVS-24-CL	23 3/8"	18'-3 3/4"	2'-5 3/4"	5'-4 1/4"	9'-9 1/4"		36.62
CVS-30-CL	29 1/8"	22'-10"	3'-1"	6'-8"	12'-2 1/4"		57.08
CVS-32-CL	31 1/8"	24'-4 3/4"	3'-3 1/2"	7'-1 1/2"	13'-0 1/4"		65.05
CVS-36-CL	34 7/8"	27'-4 3/4"	3'-8 1/4"	8'-0"	14'-7 1/2"		82.18

MATERIAL FINISH COLORS



MP# 82074/VG (FULL GLASS) Returns
Z793 LD Red Modified Acrylic (Multiple of Colors) Faces
Scan Red LED Illumination

RESOLUTION NO. 394

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF DARDENNE PRAIRIE URGING THE CITY OF O'FALLON TO AUTHORIZE FUNDING AND INSTALLATION OF A TEMPORARY TRAFFIC SIGNAL AT THE INTERSECTION OF WELDON SPRING ROAD AND TECHNOLOGY DRIVE IN THE INTEREST OF PUBLIC SAFETY DURING ROAD CONSTRUCTION

WHEREAS, the City of O'Fallon has commenced an extended road improvement project involving the closure of the intersection at Weldon Spring Road and Crusher Drive, with an anticipated closure period of approximately eight months; and

WHEREAS, the construction project has significantly altered traffic flow and patterns in the area for the duration of the project; and

WHEREAS, the intersection of Weldon Spring Road and Technology Drive is a critical junction along the detour route, now serving as a primary path for commuters, school buses, and emergency vehicles; and

WHEREAS, the intersection of Weldon Spring Road and Technology Drive currently experiences high traffic volumes and is in close proximity to multiple schools and residential neighborhoods, including within the City of Dardenne Prairie; and

WHEREAS, the absence of a traffic control signal at this intersection during construction has raised concerns related to vehicular and pedestrian safety, particularly for school-aged children, families, and commuters navigating the affected corridors; and

WHEREAS, the City of Dardenne Prairie believes that the timely installation of a temporary traffic signal at the intersection of Weldon Spring Road and Technology Drive will significantly mitigate the safety risks and improve overall traffic management throughout the duration of construction; and

WHEREAS, the City of Dardenne Prairie recognizes the importance of intergovernmental cooperation and supports this community-driven request as a proactive and reasonable step to protect public health, safety, and mobility.

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

Section 1. The Board of Aldermen formally urges the City Council of the City of O'Fallon to promptly approve necessary funding and authorize the immediate installation of a temporary traffic signal at the intersection of Weldon Spring Road and Technology Drive for the duration of the Weldon Spring Road - Phase 1 construction project.

Section 2. The City Clerk is hereby directed to transmit a copy of this Resolution to the Mayor and City Council of the City of O'Fallon, the O'Fallon City Administrator, the O'Fallon Director of Public Works, and other relevant officials.

Section 3. This Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, THIS ____ DAY OF MAY, 2025.

Mayor

Attest:

City Clerk

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, PROVIDING FOR THE REZONING OF APPROXIMATELY 3.02 ACRES OF REAL PROPERTY, COMMONLY KNOWN AS PRAIRIE POINT, FROM ND, NEW DEVELOPMENT DISTRICT, TO C-3-P.U.D., RETAIL COMMERCIAL DISTRICT, FOR A PLANNED UNIT DEVELOPMENT (P.U.D.); AND APPROVING AN AREA PLAN FOR THE SAME

WHEREAS, on March 3, 2025, the City of Dardenne Prairie, Missouri (the “City”) received an application from Bax Engineering Co., a Missouri corporation (the “Applicant”), for the rezoning of approximately 3.02 acres of real property more particularly described in **Exhibit A**, attached hereto and incorporated by reference herein (the “Property”), currently zoned ND New Development District, pursuant to the Municipal Code of the City (the “Municipal Code”), and owned by Dardenne Prairie Realty LLC, a Missouri limited liability company (the “Owner”); and

WHEREAS, in addition to the rezoning request, the Applicant also submitted a Planned Unit Development (P.U.D.) Request – Area Plan for the approval of an Area Plan for the Property; and

WHEREAS, the submitted Area Plan reflects a request consistent with rezoning the Property as C-3, P.U.D. Retail Commercial District pursuant to the Municipal Code subject to certain conditions therewith; and

WHEREAS, the Planning and Zoning Commission of the City (the “Planning and Zoning Commission”), considered the rezoning application and P.U.D. Area Plan and recommended denial of said rezoning application and P.U.D. Area Plan; and

WHEREAS, the Board of Aldermen of the City and the Planning and Zoning Commission held Public Hearings on the proposed rezoning application and P.U.D. Area Plan; and

WHEREAS, at such Public Hearings all persons-in-interest and other persons were given an opportunity to be heard on the proposed rezoning application request and P.U.D. Area Plan.

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

SECTION 1. Zoning Amendment. That after proper notice in accordance with the ordinances of the City of Dardenne Prairie, Missouri, and applicable laws of the State of Missouri, a public hearing was held with regard to the rezoning of a certain 3.02 acres of real property described more particularly on **Exhibit A**, attached hereto and incorporated by reference herein, first before the Planning and Zoning Commission and then the Board of Aldermen of the City of Dardenne Prairie, Missouri, and approval is hereby granted to rezone such 3.02 acres of real property from ND, New Development District, to C-3-P.U.D., Retail Commercial District,

Planned Unit Development (“P.U.D”), pursuant to the Municipal Code of the City of Dardenne Prairie, Missouri, subject to the Applicant and Owner’s (or their respective successors in interest) compliance with all conditions herein as well as those reflected on the Area Plan approved in Section 2 of this Ordinance.

SECTION 2. Consistent with Section 405.195(D), uses permitted on any property with a C-3 Retail Commercial District, Planned Unit Development (P.U.D.) designation shall be limited to those uses expressly authorized in the Ordinance that approved the area plan regarding such property, and any use not expressly permitted in such Ordinance shall be prohibited. In approving the area plan, Section 405.195(D) authorizes the Board of Aldermen to permit, or permit with conditions, any uses described in Sections 405.180(B) and (C), Sections 405.190(B) and (C), and/or Sections 405.195(B) and (C). The following uses are hereby permitted on the Property, subject to their compliance with the Area Plan:

1. Multiple-family dwellings but not including mobile or manufactured homes; and
2. All uses that are listed as either conditional or permitted in the C-3 Retail Commercial District, as provided in Sections 405.195(B) and (C) of the Municipal Code, as amended.

SECTION 3. Area Plan. That upon review, first before the Planning and Zoning Commission and then the Board of Aldermen of the City of Dardenne Prairie, Missouri, the Board of Aldermen does hereby approve the Area Plan for the Property submitted by Applicant and prepared by Bax Engineering Co., a Missouri corporation, dated March 5, 2025, and referencing Project Number 23-19113, consisting of pages 1-4, which plan is on file in the Office of the City Clerk and incorporated by reference herein (the “Area Plan”), subject to the Applicant’s and the Owner’s (and their respective successors in interest) compliance with all of the conditions herein as well as those reflected on the approved Area Plan.

SECTION 4. Area Plan Conditions of Approval. The approval of the Area Plan pursuant to Section 3 of this Ordinance is expressly conditioned upon the following:

1. The Applicant and the Owner, having to the best of their knowledge, provided City with all information required by the appropriate sections of the Zoning Ordinance pertaining to a C-3, P.U.D., Commercial Retail District, Planned Unit Development (P.U.D.) and agree that any information inadvertently omitted will be provided upon request, as soon as it may reasonably be obtained; and
2. The Applicant and the Owner (and their respective successors in interest) agree that all improvements shall be constructed to meet all applicable state and local codes and shall comply with all the City’s applicable Ordinances and street construction standards.

SECTION 5. Amend Zoning Map. That, pursuant to the Municipal Code of the City of Dardenne Prairie, Missouri, the City Engineer is hereby directed to amend the Official Zoning Map of the City consistent with this Ordinance.

SECTION 6. Effective Date. This Ordinance shall be in full force and take effect from and after the date of its final passage and approval.

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

SECTION 8. Severability Clause. If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer valid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

Read the first (1st) time this _____ day of _____, 2025.

As Presiding Officer and as Mayor

Attest: _____
City Clerk

Read the second (2nd) time and passed this _____ day of _____, 2025.

As Presiding Officer and as Mayor

Attest: _____
City Clerk

Approved this _____ day of _____, 2025.

Mayor

Attest: _____
City Clerk

Exhibit A

[Attach Legal Description]

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, APPROVING A FINAL PLAN FOR 2.88 ACRES OF A CERTAIN PROPERTY, COMMONLY KNOWN AS THE VILLAS AT DARDENNE PLACE PHASE 2, LOCATED AT THE NORTHEAST CORNER OF HANLEY ROAD AND FEISE ROAD IN THE CITY OF DARDENNE PRAIRIE, MISSOURI

WHEREAS, Bax Engineering Co., a Missouri corporation (the “Applicant”), submitted a P.U.D. Final Plan (the “Final Plan”) on behalf of TDM13, LLC, a Missouri limited liability company (the “Owner”), and Bridgewater Communities, Inc., a Missouri corporation (the “Developer”); and

WHEREAS, the Board of Aldermen of the City referred the Final Plan to the City’s Planning and Zoning Commission; and

WHEREAS, said Planning and Zoning Commission of the City considered the Final Plan and recommended approval of such to the Board of Aldermen.

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

SECTION 1. Final Plan Approval. That upon review, first before the Planning and Zoning Commission and then the Board of Aldermen of the City of Dardenne Prairie, Missouri, the Board of Aldermen does hereby approve the Final Plan for Villas at Dardenne Place Phase 2, prepared by Bax Engineering Co., a Missouri corporation, dated 04/08/2025, with City Comments incorporated on 04/30/25, referencing Project Number 20-18164A, which Final Plan is on file in the Office of the City Clerk and is incorporated by reference herein (the “Final Plan”), subject to the Developer’s (and its successors in interest) compliance with all conditions reflected on the approved Final Plan and in this Ordinance.

SECTION 2. Conditions of Approval.

1. Applicant and Owner (and their successors in interest) agree to provide continuous landscaping along Feise Road.
2. Applicant and Owner (and their successors in interest) agree to provide sanitary sewer easements from Manholes B, D, and E, as shown on the Final Plan, for connections thereto by neighboring properties.

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

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

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

Read the first (1st) time this ____ day of _____, 2025.

As Presiding Officer and as Mayor

Attest: _____
City Clerk

Read the second (2nd) time and passed this ____ day of _____, 2025.

As Presiding Officer and as Mayor

Attest: _____
City Clerk

Approved this ____ day of _____, 2025.

Mayor

Attest: _____
City Clerk

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, APPROVING A FINAL PLAN FOR 4.02 ACRES OF A CERTAIN PROPERTY, COMMONLY KNOWN AS THE VILLAS AT DARDENNE PLACE PHASE 3, LOCATED AT THE SOUTHWEST CORNER OF HANLEY ROAD AND FEISE ROAD IN THE CITY OF DARDENNE PRAIRIE, MISSOURI

WHEREAS, Bax Engineering Co., a Missouri corporation (the “Applicant”), submitted a P.U.D. Final Plan (the “Final Plan”) on behalf of TDM13, LLC, a Missouri limited liability company (the “Owner”), and Bridgewater Communities, Inc., a Missouri corporation (the “Developer”); and

WHEREAS, the Board of Aldermen of the City referred the Final Plan to the City’s Planning and Zoning Commission; and

WHEREAS, said Planning and Zoning Commission of the City considered the Final Plan and recommended approval of such to the Board of Aldermen.

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

SECTION 1. Final Plan Approval. That upon review, first before the Planning and Zoning Commission and then the Board of Aldermen of the City of Dardenne Prairie, Missouri, the Board of Aldermen does hereby approve the Final Plan for Villas at Dardenne Place Phase 3, prepared by Bax Engineering Co., a Missouri corporation, dated 04/08/2025, with City Comments incorporated on 04/29/25, referencing Project Number 03-12502H, consisting of pages 1-4, which Final Plan is on file in the Office of the City Clerk and is incorporated by reference herein (the “Final Plan”), subject to the Developer’s (and its successors in interest) compliance with all conditions reflected on the approved Final Plan and in this Ordinance.

SECTION 2. Conditions of Approval.

1. Applicant and Owner (and their successors in interest) agree to provide a sanitary sewer easement from the Manhole along Hanley Road, as shown on the Final Plan, extending to the east property line.

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

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

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

Read the first (1st) time this ____ day of _____, 2025.

As Presiding Officer and as Mayor

Attest: _____
City Clerk

Read the second (2nd) time and passed this ____ day of _____, 2025.

As Presiding Officer and as Mayor

Attest: _____
City Clerk

Approved this ____ day of _____, 2025.

Mayor

Attest: _____
City Clerk

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, APPROVING THE RECORD PLAT FOR 18.14 ACRES OF CERTAIN REAL PROPERTY, COMMONLY KNOWN AS “COMMERCE PARK WEST,” AND AUTHORIZING THE CITY CLERK TO ATTEST AND CERTIFY APPROVAL OF SAID PLAT

WHEREAS, on April 14, 2025, Stock & Associates Consulting Engineers, Inc., a Missouri corporation (the “Applicant”), submitted a Record Plat on behalf of Commerce Park West, LLC, a Missouri limited liability company (the “Owner”), for a certain tract of land located within the City of Dardenne Prairie, Missouri (the “City”), known as “Commerce Park West;” and

WHEREAS, the Planning and Zoning Commission has recommended approval of said Record Plat to the Board of Aldermen of the City.

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

SECTION 1. Record Plat Approval. That upon review, first by the Planning and Zoning Commission and then the Board of Aldermen of the City of Dardenne Prairie, Missouri, the City of Dardenne Prairie, Missouri, does hereby approve the Record Plat for Commerce Park West prepared by Stock & Associates Consulting Engineers, Inc., dated April 17, 2024, and referencing Job Number 2020-6907, consisting of pages 1-2, which plat is on file in the office of the City Clerk and is incorporated by reference herein (the “Plat”).

SECTION 2. Conditions of Approval.

1. Applicant and Owner (and their successors in interest) shall construct a sidewalk on the northern side of Lot 1 and Lot 2, as shown on the Plat.
2. Applicant and Owner (and their successors in interest) agree to provide survey monumentation for the boundary line between Lot 1 and Lot 2, as shown on the Plat.

SECTION 3. The City Clerk shall be and is hereby authorized to attest and certify approval of the Plat and the City Clerk will maintain a copy of the Plat on file with the City Records.

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

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

SECTION 6. Severability Clause. If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer 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 (1st) time this _____ day of _____, 2025.

As Presiding Officer and as Mayor

Attest: _____
City Clerk

Read the second (2nd) time and passed this _____ day of _____, 2025.

As Presiding Officer and as Mayor

Attest: _____
City Clerk

Approved this _____ day of _____, 2025.

Mayor

Attest: _____
City Clerk

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AMENDING SECTION 205.085 OF THE MUNICIPAL CODE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, BY DELETING SUBSECTION C THEREOF IN ITS ENTIRETY AND ENACTING, IN LIEU THEREOF A NEW SUBSECTION C AND PROVIDING FOR THE REGULATION OF DOMESTICATED ANIMALS

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

SECTION 1. That Paragraph (a) to Subdivision (2) to Subsection (B) of Section 110.195 of the Municipal Code of the City of Dardenne Prairie, Missouri, be and hereby is amended by deleting Paragraph (a) to Subdivision (2) to Subsection (B) of Section 110.195 in its entirety and enacting, in lieu thereof, a new Paragraph (a) to Subdivision (2) to Subsection (B) of Section 110.195, to read as follows:

- C. In the "R-1A" Single-Family Residential District, in which the keeping of fowl is permitted, the occupant of a dwelling may only keep chickens for personal use under the following conditions:
1. Hens may be kept on the property. A rooster may only be kept on a property five (5) acres or more in size.
 2. In residential lots of ten thousand (10,000) square feet or more, the maximum number of hens that may be kept is eight (8).
 3. Hens shall not be kept for commercial or resale purposes. Hens and eggs may not be sold, nor may they be advertised for sale.
 4. Hens shall be confined in an enclosure by a secure fence meeting the following specifications:
 - a. Constructed of wire mesh, wire grid, or chicken wire;
 - b. Six (6) feet or less in height;
 - c. The area enclosed by the fence shall contain a minimum of ten (10) square feet per hen; and
 - d. Located entirely in the rear yard of the residence.
 5. A chicken coop shall be located within or adjacent to the fenced confinement area described in Section 205.085(C)(4). No more than one (1) chicken coop may be located on a lot. The chicken coop shall be structurally sound and meet the following specifications:
 - a. A roof constructed of standard building material but not a tarpaulin;
 - b. Walls constructed of wood or metal which are six (6) feet or less in height;
 - c. A non-porous floor of vinyl, plastic, or concrete, covered with straw or wood shavings;
 - d. Contain a minimum of four (4) square feet per animal kept;

- e. A coop shall not exceed one hundred (100) square feet in area, and shall be located entirely in the rear yard of the residence.
6. The enclosure and chicken coop may be located within a rear yard setback for the residence provided the following setbacks are maintained:
 - a. A minimum of ten (10) feet from any property line; and
 - b. A minimum of twenty-five (25) feet from any residence other than the owner's residence.
7. Both the fenced enclosure and the coop shall be maintained as to not pose a threat to the public health, safety, or welfare or to cause a public nuisance. No material from the confinement area or coop shall run off onto adjoining property. Any manure or waste shall be collected and properly removed from the premises or tilled into the soil on the premises promptly and regularly to prevent offensive smells or conditions conducive to diseases.
8. Food for hens shall be stored in a sanitary, leak-proof container that cannot be contaminated by rodents or insects.
9. Chickens shall not be slaughtered on the property under any circumstances.

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.

[Remainder of page intentionally left blank.]

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING AND DIRECTING THE CITY ADMINISTRATOR TO FURTHER NEGOTIATE, EXECUTE, ACKNOWLEDGE, DELIVER AND ADMINISTER ON BEHALF OF THE CITY AN INTERGOVERNMENTAL LAW ENFORCEMENT SERVICES AGREEMENT BY AND BETWEEN ST. CHARLES COUNTY AND THE CITY OF DARDENNE PRAIRIE FOR PATROL SERVICES AND ENFORCEMENT OF CERTAIN MUNICIPAL ORDINANCES

WHEREAS, Section 85.620 of the Revised Statutes of Missouri gives a fourth class city the power to appoint the police of the City in such manner as prescribed by ordinance; and

WHEREAS, Section 79.290 of the Revised Statutes of Missouri provides that “The duties, powers and privileges of officers of every character in any way connected with the city government, not herein defined, shall be prescribed by ordinance;” and

WHEREAS, Section 70.220 of the Revised Statutes of Missouri provides that “Any municipality or political subdivision of this state, as herein defined, may contract and cooperate with any other municipality or political subdivision... for a common service;” and

WHEREAS, Section 70.230 of the Revised Statutes of Missouri provides that “Any municipality may exercise the power referred to in section 70.220 by ordinance duly enacted...;” and

WHEREAS, pursuant to Section 10.500 of Article X of the St. Charles County Charter, “Any City, Town, or Village of this County may contract with the County for service delivery by either entity on a proportional cost basis. The County is hereby prohibited from setting fees or otherwise assessing charges in contracts with Cities, Towns, or Villages within the County in excess of the actual cost of delivering such service...;” and

WHEREAS, Section 70.815 of the Revised Statutes of Missouri provides that “The governing body of any political subdivision may by ordinance, order or other ruling enter into a contract or agreement with any other political subdivision ... for the provision of police services by one political subdivision to another on request. The scope of the agreement may be general or specific, and may or may not provide for compensation for such services. Officers providing police services in another jurisdiction pursuant to such an agreement shall have the same powers of arrest as officers of the requesting political subdivision, and shall have the same immunity as if acting within their own jurisdiction;” and

WHEREAS, the City of Dardenne Prairie entered into an Agreement with St. Charles

County Police Department for Intergovernmental Law Enforcement Services for the provision of police patrol in the City in April 2022, for the health, safety and welfare of its residents; and

WHEREAS, the County has submitted a new Four-Year Intergovernmental Law Enforcement Services Agreement that includes the provision of municipal law enforcement patrol and crime response services for three hundred and eighty-four hours per week with a total number of assigned officers of four (4) ; and

WHEREAS, the Board of Aldermen of the City of Dardenne Prairie desires to enter into an agreement with St. Charles County on behalf of the St. Charles County Police Department establishing the St. Charles County Police Department as the law enforcement authority for the City of Dardenne Prairie;

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 Intergovernmental Law Enforcement Services Agreement (the “Agreement”) by and between St. Charles County and the City of Dardenne Prairie, attached hereto, marked as **Exhibit “A”**, and incorporated by reference herein, establishing the St. Charles County Police Department as the law enforcement authority for the City of Dardenne Prairie, be and they 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 the Agreement and this Ordinance.

SECTION 2. The City Clerk of the City of Dardenne Prairie is hereby ordered to cause three certified copies of this Ordinance to be provided to the St. Charles County Counselor’s Office.

SECTION 3. The City Treasurer of the City of Dardenne Prairie is hereby ordered to make an expenditure upon receipt of invoice for Year One as payment to the County of St. Charles pursuant to the terms of the Intergovernmental Law Enforcement Services Agreement Between St. Charles County and the City of Dardenne Prairie authorized pursuant to Section 1 of this Ordinance.

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

SECTION 5. Severability Clause: If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall

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

SECTION 6. Effective Date: This Ordinance shall take effect and be in force from and after its passage by the Board of Aldermen and its approval by the Mayor of the City of Dardenne Prairie, Missouri.

Read two 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

EXHIBIT A
[attach agreement]

**INTERGOVERNMENTAL LAW ENFORCEMENT SERVICES
AGREEMENT BETWEEN ST. CHARLES COUNTY
AND THE CITY OF DARDENNE PRAIRIE**

This intergovernmental agreement (hereinafter "Agreement") is by and between St. Charles County, Missouri (hereinafter "County") and the City of Dardenne Prairie, Missouri (hereinafter "Municipality"), which parties enter into this **four-year** Agreement establishing the St. Charles County Police Department as the law enforcement authority for the Municipality. This Agreement is effective on the date of execution of the last signatory to this contract ("Effective Date").

In consideration of the covenants, conditions, and provisions set out in this Agreement, and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the County and the Municipality reach the following agreement for their mutual benefit:

Section I: Definitions

In addition to the terms previously or subsequently defined, the following terms used herein shall be and have the following meanings when used in this Agreement:

- A. CITY CODE: Most recently published Code of the City of Dardenne Prairie, as amended from time to time.
- B. CITY HALL: Shall mean the building designated as the City Hall of the City of Dardenne Prairie, Missouri located at 2032 Hanley Road, Dardenne Prairie, Missouri 63368.
- C. CONTRACT YEAR: Shall mean either, Year One (**2025**), Year Two (**2026**), Year Three (**2027**) or Year Four (**2028**) of the Agreement as those terms are defined in this Section.
- D. DEPARTMENT: Shall mean the St. Charles County Police Department, which is responsible for the provision of services under this contract to the Municipality.

- E. MERIT SYSTEM: The system established in Chapter 115 of the Ordinances of St. Charles County, Missouri pursuant to the authority of Article VII of the Charter of the County of St. Charles, Missouri.
- F. SUPPORT SERVICES: Shall mean law enforcement detectives, forensic science and laboratory services, dispatching services, bailiff and civil process services, and special operations services, such as canine, bomb disposal and tactical response team (SWAT) services, as well as administrative services such as vehicle maintenance and repair.
- G. YEAR ONE: Shall mean the term beginning on the **Effective Date until December 31, 2025.**
- H. YEAR TWO: Shall mean the term of **January 1, 2026 to December 31, 2026.**
- I. YEAR THREE: Shall mean the term of **January 1, 2027 to December 31, 2027.**
- J. YEAR FOUR: Shall mean the term of **January 1, 2028 to December 31, 2028.**

Section II

County and Municipality have agreed that County will provide Police Officers during certain mutually agreed upon times to act in the role of Municipality's law enforcement presence within the Municipality's corporate limits, with the understanding that the Officers are subject to the chain of command and institutional policies of St. Charles County and its Police Department. This Agreement thus provides for the presence in the Municipality of certain Police Department personnel. While the Agreement currently contemplates that Municipality and County have agreed upon Police Officers, to be present within the municipality or engaged in law enforcement work on behalf of the municipality for a specific number of hours daily, Municipality has provided County with notice that as Municipal resources increase, Municipality may wish to increase the Police Department personnel on duty within Municipality, either in numbers or by increasing the

times when Police Department personnel are present in Municipality in the manner provided in Section V.C of the Agreement.

When Police Officers are not present within the Municipality's corporate limits, County will respond to emergency calls from the citizens of Dardenne Prairie for service originating within the corporate limits of Municipality within the priority of all calls for service for the County.

Nothing in this Agreement shall relieve Municipality of its financial obligation to the St. Charles County Department of Corrections for jail usage for municipal ordinance violations.

The responsibilities and obligations of the parties are set out in further detail below.

Section III: General Terms

A. Obligations of the County:

The County agrees to perform the following services and acts:

1. The St. Charles County Police Department will provide municipal law enforcement patrol and crime response services to Municipality in the manner provided in Section III.A.3, below. Said patrol and crime response services may include "Golf cart patrols" or alternative modes (bicycle, walking, etc.) of patrol in neighborhoods and during special events, motorcycle patrols, and traffic enforcement units operating within the corporate limits of Municipality.
2. Patrol Services shall be in a St. Charles County patrol vehicle with Police Department markings, carrying the designation "City of Dardenne Prairie" on the driver and passenger front quarter panel of the vehicle. Said vehicle shall be capable of being monitored remotely through GPS tracking.
3. Patrol and response services shall be delivered in the first instance by Police Officers assigned **for sixteen (16) hours of patrol per day, seven (7) days per week, such services requiring two (2) Police Officers, and for (b) an additional sixteen (16) hours of patrol per**

day, five (5) days per week, such services requiring two (2) Police Officers, bringing the total number of assigned Police Officers to four (4), such time is projected to be split across the day within a period of time that is determined by the County Police Department after consultation with the Municipality and subject to any increase in Police Department personnel on duty within the Municipality, either in numbers or by increasing the times when Police Department personnel are present in the Municipality in the manner provided in Section V.C of this Agreement.

5. Back-up and support of the Police Department shall be available to that Police Officer in the same manner as to all Police Officers in the Police Department, including but not limited to, Support Services.

6. While Police Officers are on duty and present in the Municipality, they shall operate within the Police Department's normal call response policy. This policy requires that they respond to certain calls as back-up officers, and those calls may be outside Municipality's corporate limits. If there are other Officers available and within reasonable response time, other Police Officers will be called first for back-up. Likewise, all Police Officers on duty will be available as back-up to Police Officers operating in Municipality.

7. As part of Support Services, the St. Charles County Emergency Communications Department will provide law enforcement dispatching services, normally contracted for by municipal police departments as a separate service, such dispatching services to include:

- a. Dispatching of officers to 9-1-1 calls;
- b. Dispatching of officers to calls received from seven-digit dialing;
- c. Regional Justice Information Systems (REJIS) transactions;
- d. Missouri Uniform Law Enforcement System (MULES) transactions;
- e. Status checks;
- f. Criminal history checks;
- g. Dispatching service calls (non-emergency);
- h. Other dispatching services as may be required from time to time; and
- i. Integration of "Flock Camera" system for monitoring and notification to law enforcement officials.

8. Police Officers will write violations of the law, making reference to violations of existing Ordinances of the City of Dardenne Prairie, and if no such ordinance or State law exists, then to County ordinance, where applicable. At no time will Police Officers enforce private subdivision covenants. County shall provide a protocols manual for Municipality, and likewise Municipality shall be responsible for providing to County copies of Municipal Ordinance books and sufficient Summons books throughout the year for the assigned Police Officers, and such additional Police Officers who will provide coverage on the assigned officers' training days and days off. Police Officers shall be available to testify as necessary in Dardenne Prairie Municipal court.

9. The St. Charles County Department of Emergency Communications will provide law enforcement warrant entries and maintenance of Municipality's warrant file and copies of reports on arrests on a schedule agreed to between the Chief of Police and Municipality. The St. Charles County Police Department will create and maintain records concerning the performance of these services in the same manner as it creates and maintains records for St. Charles County.

10. As between the parties hereto, the Municipality is not responsible for defense of claims against the Police Department or County or personnel providing services under this Agreement, and insofar as either party is legally responsible for such defense, it is the County. St. Charles County will provide legal representation, defense, and indemnification of its Police Officers as set forth in Chapter 105 of the Ordinances of St. Charles County, Missouri, and other services provided pursuant to this Agreement. This provision shall not be understood as waiving the sovereign immunity by either party for conduct which the other party is responsible by law. This provision is not for the benefit of personnel or any other third party.

11. The Police Department shall provide all necessary training to such Police Officers and other officers, including handgun and rifle practice and qualification days, Peace Officer Standards

and Training continuing educations hours required for a law enforcement officer to maintain his/her license and/or certifications required by law, and twelve (12) weeks of field training if necessary.

12. The Police Department shall have the right and duty of the day-to-day operation of the law enforcement patrol and response services and Municipality shall have no right to direct such operations. Municipality shall direct any concerns or requests to the Chief of Police or his designee and shall not provide instruction or orders to Police Officers or other Police Department personnel directly. The County does not relinquish any of its otherwise existing control or ability to monitor, supervise, or discipline its employees by virtue of entering into this Agreement. Each officer or employee who may perform services as a result of this Agreement still must adhere to the established orders, policies and procedures of the County.

13. Municipal violations of City of Dardenne Prairie ordinances shall be written to City of Dardenne Prairie Municipal Court. The Municipality and County agree that during times when officers assigned to the Municipality are dispatched outside the Municipality, the time outside the Municipality will be restored on that shift or on another shift. The County will promptly notify the Municipality of extraordinary incidents, or accidents involving serious injury or death.

14. As part of Support Services, the St. Charles County Sheriff's Department will provide certain services, normally contracted for by municipal police departments as a separate service, such services to include:

- a. Assigning deputies to serve as bailiffs in, and handle court services and security necessary for the Dardenne Prairie Municipal Court;
- b. Assigning deputies to handle prisoner transport necessary for the Dardenne Prairie Municipal Court; and,
- c. Assigning deputies to serve civil process in connection with the Dardenne Prairie Municipal Court.

15. The Police Department shall provide Municipality with law enforcement activity and crime reporting and statistical analysis. This will involve the segregation of Municipality's law enforcement activity and crime data, trends, and statistics, and monthly reports to the Municipality highlighting any such criminal activities or trends. A representative of the Police Department shall be available to attend meetings of the governing body of the Municipality on a quarterly basis to provide brief summary and analysis of the activities and crime reports. The Chief of Police may invite elected officials of the Municipality and/or members of the community to tour St. Charles County police facilities and meet with police personnel annually.

16. The Police Department shall provide Municipality with a quarterly article for the Municipality's newsletter and/or social media, including tips, trends, etc. unique or pertinent to the community. Further, the Police Department shall provide a profile of the police officer(s) assigned to perform patrol services to the Municipality for inclusion in said newsletter and/or social media.

17. The Police Department shall coordinate with the Municipality to develop a mutually agreed upon list of public festivals and/or special events and ensure that a representative of the Police Department is available to attend. Further, the Police Department shall, upon request by the Municipality and upon reasonable notice, make available a representative of the Police Department to attend subdivision Homeowners' Association meetings.

18. So long as St. Charles County Police Officers are contracted for as the exclusive principal municipal patrol and response officers for the Municipality, the County shall, by agreement with the school district, provide a dedicated School Resource Officer to public schools within the Municipality without any additional cost to the Municipality.

B. Obligations of the Municipality:

The Municipality shall:

1. Agree that the Mayor of Municipality or his/her designee shall be available to meet at least quarterly with the Chief of Police or his designee, or as needed.
2. Agree that the Police Department shall have the right and duty of the day-to-day operation of law enforcement patrol and response and Municipality shall have no right to direct law enforcement operations.
3. Agree that the City Administrator of the Municipality, or the Mayor in his absence, shall direct any concerns or requests to the Chief of Police or his designee and shall not provide instruction or orders to Police Department staff or Police Officers directly. The Chief of Police's designee is the Shift Supervisor unless written notice is provided otherwise by the Chief of Police to the Municipality.
4. Provide copies of Municipality's ordinances and sufficient summons books throughout the year for the assigned Police Officers.
5. Provide a designated area at City Hall for Police Officers to use to complete reports, make follow-up calls, and complete other tasks ancillary to their work in Municipality.
6. As provided in Addendum to Police Services Contract attached to and incorporated in this Agreement, protect from interference any microwave paths of the St. Charles County Digital P25 Land Mobile Radio Microwave System, if those paths are within Municipality's jurisdiction.
7. The Municipality agrees to participate in the St. Charles County Regional Drug Task Force ("SCCRDTF") consistent with the St. Charles County Regional Drug Task Force Agreement (the "Task Force Agreement") in effect as of the date of this Agreement. The Municipality also agrees that the voting representative to the SCCRDTF Board of Governors will be the St. Charles County Police Department command rank officer with supervisory responsibility for the officers assigned

under the terms of this agreement. Subject to the terms of the Task Force Agreement, The Municipality further agrees that a Five Hundred Dollar contribution shall be made annually to assist with the operation of the SCCRDTF, said contribution to be taken from the increase in percentage of the fees addressed by Section V.C.

C. All law enforcement services and Support Services shall be according to Police Department and other relevant County departmental protocols, which shall be available in written form to Municipality, upon request.

Section IV: Limitations

A. This Agreement is not assignable by either party. The rights and privileges created and granted by this Agreement to provide the Law Enforcement Services are to be exercised solely by County and Municipality.

B. Municipality has no authority to bind or obligate County without prior written approval of County.

Section V: Term of the Contract and Fees

A. County and Municipality enter into this Agreement for a term covering the period beginning the **Effective Date through December 31, 2028**. County will begin services only upon payment of the amount for **Year One**.

B. County and Municipality have reached agreement and understand that the Agreement calls for County to employ **four (4)** Officers and dedicate such personnel to Municipality. In that the Agreement thus binds the County to the hiring and retention of additional Merit System personnel, the Agreement is intended to be ongoing. Municipality therefore agrees that at all times it is, and intends to be, responsible for the cost of those personnel during the entire term of any fiscal year in which County has entered into performance. To that end, Municipality agrees that should it

cancel the Agreement during any year, County shall retain the remainder of that year's contract amount as liquidated damages for that year. If cancellation occurs on or before December 1, the contract shall be null and void for the remaining fiscal years and no amount shall be due and owing in the remaining fiscal year(s). However, if Municipality has already paid the amount due as required herein, County shall retain the remainder of that year's contract amount as liquidated damages, and if Municipality has failed to pay the amount in full by December 31st of the previous year as called for by the contract, such amount shall be deducted from any prepayment to County and Municipality shall be liable for any unpaid amount. However, should the County cancel the Agreement during any year, the County shall refund any unused portion of that year's contract amount back to the Municipality on a pro-rated basis to the nearest full month.

C. Municipality agrees to pay **\$434,538.32 per annum for continuous law enforcement services for Year One of the Agreement for (a) sixteen (16) hours of patrol per day, seven (7) days per week, such services requiring two (2) Police Officers, and for (b) an additional sixteen (16) hours of patrol per day, five (5) days per week, such services requiring two (2) Police Officers, bringing the total number of assigned Police Officers to four (4) and the acquisition of capital equipment, all as more fully set out in EXHIBIT 1. The Municipality agrees to pay the actual cost of law enforcement services for (a) sixteen (16) hours of patrol per day for seven (7) days per week, such services requiring two (2) Police Officers, and for (b) sixteen (16) hours of patrol per day for five (5) days per week, such services requiring two (2) Police Officers, bringing the total number of assigned Police Officers to four (4) in Year Two, Year Three, and Year Four, and the acquisition of capital equipment, all as more fully set out in EXHIBIT 1, estimated to be \$692,368.85 per annum for Year Two, \$660,472.45 for Year Three, and \$678,335.25 for Year Four of the Agreement; however, County and Municipality**

agree that this number is an estimate and Municipality will pay no more nor less than the County's actual cost. The County agrees that it will issue the invoice and bill for Year One upon execution of this Agreement. The County agrees that for Year Two, Year Three and Year Four of the Agreement it will issue the annual invoice and bill by December 1 of the year preceding each contract year and that the Municipality shall pay the amount due by December 31st of the year preceding each contract year.

D. The County agrees that for so long as the County Police Department serves as the exclusive law enforcement patrol and response service for the Municipality of Dardenne Prairie, County will waive the fees associated with the services described in Section III.A.7, 14 and 18 of the Agreement.

E. Legal Contingencies. The parties expressly recognize and agree that special circumstances and needs may arise which may require adjustments in terms of personnel, equipment, and materials and the additional costs related thereto. The parties agree to negotiate suitable ancillary addendums to the Agreement upon the Municipality giving prior written notice to County and the Police Department at least thirty (30) days before November 1 of the calendar year preceding the Contract Year to be amended, and upon the consent of County and the Police Department as to the proposed amended terms. The Police Department shall be the entity to provide such increased level of services if agreed upon. The costs of such service shall be determined in the same manner as the costs set forth in **EXHIBIT 1**.

Section VI: Termination

A. This Agreement shall be in effect for a term covering the period of the **Effective Date through December 31, 2028**, unless terminated in accordance with the terms hereof. Both Municipality and County enter into the Agreement with the expectation that the Agreement will

be renewed after this **four (4) year term**, however nothing in this Agreement binds the parties to a longer term.

B. This Agreement may be terminated without cause by County or Municipality at any time by giving ninety (90) days prior written notice to the other party at the address shown on the signature page in Section VII, subject however, to the liquidated damages set forth in Section V.B. In the event that County cancels the Agreement, no liquidated damages shall be assessed against the Municipality, and the County will refund any unused portion of that year's contract amount back to the Municipality on a pro-rated basis to the nearest full month.

C. In the event Municipality fails to pay the annual invoice within sixty (60) days of the date of billing, Municipality shall be considered in breach and the County may terminate this Agreement for cause on ten (10) days' written notice and make demand for its liquidated damages.

D. Notwithstanding any other provision of the Agreement to the contrary, if County provides notice to Municipality that the cost of the Agreement for Year Two, Year Three, or Year Four are to exceed the estimated costs as provided in Section V. C, of the Agreement by more or equal to three percent (3%) of the estimated cost for that respective Contract Year, Municipality may terminate the Agreement within sixty (60) days of receipt of said notice but not later than December 15th of the calendar year next preceding the Contract Year to which the notice applies, whichever is later. County shall provide the notice of costs by November 1 of the preceding year. Should Municipality elect to terminate the Agreement pursuant to this Section within the time provided, then no amount shall be due and owing to the County, including but not necessarily limited to any amounts or liquidated damages that would have otherwise been owed to the County pursuant to Section V.B.

Section VII: Notices

Any notice provided for or permitted pursuant to the terms of this Agreement shall be served by delivering same to the party to receive notice either by one or more of the following methods: hand delivery, e-mail or facsimile transmission, or certified or registered United States mail, return receipt requested. All notices shall be delivered, transmitted by e-mail or fax or mailed pursuant to the following instructions:

If to County:

County Executive Steve Ehlmann
Executive Office Building
100 North Third Street, Suite 318
St. Charles, Missouri 63301
E-mail: Executive@sccmo.org

with copies to:

Chief of Police
101 Sheriff Dierker Court O'Fallon, MO 63366
E-mail: Chief@sccmo.org

and

County Counselor
Executive Office Building
100 North Third Street, Suite 216
St. Charles, Missouri 63301
E-mail: Counselor@sccmo.org

If to Municipality:

Mayor
City of Dardenne Prairie
5401 Independence Road
Dardenne Prairie, Missouri 63304
Facsimile number: (636) 441-8495

Notice served by e-mail, facsimile, or personal delivery shall be deemed delivered and received upon actual receipt which in the case of service by facsimile transmission may be proved by reference to the sender's printed facsimile transmission report, verified by affidavit of the operator, and in the case of personal delivery by the affidavit of the person or representative of the company effecting delivery. Notice of service by mail shall be deemed delivered on the second

day following deposit of the notice in the United States Postal Service system as reflected on the certified or registered mail receipt.

ADDENDUM TO POLICE SERVICES CONTRACT

Microwave Path Protection. The parties to this Agreement as well as all Participating Jurisdictions in a certain Intergovernmental Agreement for the Construction, Operation, Ownership and Maintenance of the St. Charles County Digital P25 Land Mobile Radio Microwave System for Public Safety and Emergency Communications executed in or after October 2013 (“Radio Microwave Agreement”) have a common interest in protecting that Radio Microwave System’s microwave transmission paths from interference. To that end, each party to this Agreement shall:

- A. Ensure, if and when it erects facilities of its own, that those facilities shall not interfere with microwave paths employed by the System; and
- B. To the extent permitted by law and subject to it not constituting a taking under Article I, Section 26 of the Missouri Constitution or the Fifth Amendment to the Constitution of the United States of America:
 - 1. Adopt:
 - a. An ordinance, order or other regulation substantially similar to Chapter 416, Ordinances of St. Charles County, Missouri (“OSCCMo”), “Noninterference with St. Charles County’s Emergency Microwave Communications System,” for the purpose of; and/or
 - b. Such other building and/or zoning regulations, procedures and/or policies pursuant to applicable law that are reasonably calculated to protect the System’s microwave transmission paths from interference by tall structures; and

2. Upon receiving any application for a permit or other approval to erect a structure at least eighty (80) feet in height (unless applicable zoning regulations provide for a lower height) beneath a known microwave transmission path of the System as mapped on the County's GIS mapping system at the time of the submission of any such application, refer that application to the Emergency Communications System Manager of St. Charles County ("System Manager") for a written determination of detrimental impact or no detrimental impact upon any microwave path of the System due to the proposed structure, with the preliminary and final findings of detrimental impact or no detrimental impact by the County's System Manager following the procedures set forth in Chapter 416, OSCCMo, such Chapter 416, OSCCMO, being incorporated by reference as though fully set forth herein; provided however, for any application for permit or approval referred by the Participating Jurisdiction, should the System Manager fail to provide findings of detrimental impact or no detrimental impact within ninety (90) days of submittal of such application to the System Manager by the Participating Jurisdiction, then the Participating Jurisdiction may deem such failure as a finding of no detrimental impact; and

3. Make reasonable efforts to negotiate with a permit applicant for the mitigation of any finding of detrimental impact upon a microwave path of the System due to the applicant's proposed structure, in which negotiations:

a. The party shall secure County's access to any System Infrastructure (as defined in the above-mentioned Radio Microwave Agreement) to be constructed, installed and dedicated or conveyed to County; and

b. Municipality and County by and through its System Manager shall consult and cooperate with one another to ensure mitigation of any detrimental impact identified pursuant to Section B.2 of this Addendum.

WHEREFORE, the parties hereto have executed this Agreement and Addendum, with the effective date of the day and year last written below.

CITY OF DARDENNE PRAIRIE,
MISSOURI

ST. CHARLES COUNTY, MISSOURI

Mayor

Steve Ehlmann, County Executive

Date

Date

ATTEST:

RECOMMENDED BY:

City Clerk

Kurt Frisz, Chief of Police

Date

ATTEST:

Greg Moore, County Registrar