

DARDENNE



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

**BOARD OF ALDERMEN
WORK SESSION AGENDA
JUNE 4, 2025
6:00 p.m.**

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

ITEMS FOR DISCUSSION AND CONSIDERATION

1. Bid Award/Agreement for Town Square Avenue Improvements Project STP-5407 (620) (Davidson)
2. Agreement with Oates Associates, Inc. for the design work for the replacement of the culverts at Stoney Brook Drive. (Davidson)
3. Review of 06-04-25 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

EXHIBIT A

RBA FORM (OFFICE USE ONLY)

MEETING DATE: 6/4/2025

Regular (X) Work Session (X)

ATTACHMENT: YES (X) NO ()

Contract () Ordinance (X) Other ()

Request for Board Action
By: Staff

Ward _____

• **Description:**

Bid Award/Agreement for Town Square Avenue Improvements Project STP-5407 (620)

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

• **Summary/Explanation:**

The Town Square Avenue Improvements project will consist of asphalt pavement milling, fiber-reinforced surface course asphalt paving, construction of new concrete rolled curb, and other misc. pavement repairs.

A Surface Transportation Program (STP) grant has been secured for this project, which will fund \$655,775.00 of the construction portion of the project. A County Road Board grant has been secured for this project, which will fund \$131,155.20 of the construction portion of the project. The total grant funding for the construction portion of the project is \$786,930.20.

The City received five (5) bids for the construction services, and the five bidders were determined to be responsive and responsible bidders. Byrne & Jones Construction was determined to be the lowest, responsive, responsible bidder with a bid of \$674,393.25.

Staff recommends award of the construction services contract to Byrne & Jones Construction in the bid amount of \$674,393.25.

In addition to the contract award, staff recommends authorization of contingency funding in the amount of 18.6% of the construction contract amount (i.e., \$125,606.75), which funds would be held in reserve by the City. The purpose of this contingency request is to allow for expedited approval of additional work related to the site conditions or the City's requests.

The total construction authorization amount requested is \$800,000.00.

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

Identified in the FY2025 Budget under Capital Projects for \$835,821.00

2025 Budget Available: \$835,821.00

2025 Budget Requested: \$800,000.00

RBA requested by: Matthew Davidson

Date: 5/29/2025

EXHIBIT A

RBA FORM (OFFICE USE ONLY)

MEETING DATE: 6/4/2025

Regular (X) Work Session (X)

ATTACHMENT: YES (X) NO ()

Contract () Ordinance (X) Other ()

**Request for Board Action
By: Staff**

Ward _____

• **Description:**

Agreement with Oates Associates, Inc. for the design work for the replacement of the culverts at Stoney Brook Drive.

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

• **Summary/Explanation:**

The City is planning to replace three failing culverts along Stoney Brook Drive. The existing pipes are corrugated metal and have significantly deteriorated, leading to structural concerns and compromised drainage. To address this, we propose replacing the failed culverts with high-density polyethylene (HDPE) pipe, which offers improved durability and longevity. The upgrades will help restore proper drainage, reduce the risk of future road damage, and ensure continued public safety.

The City received two (2) proposals for the design services. Oates Associates, Inc., was determined to have the lowest and best proposal of \$21,000.00.

Staff recommends award of the design services contract to Oates Associates, Inc. in the amount of \$21,000.00.

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

The design services for the Stoney Brook culverts replacement would be accounted for under the Stormwater Master Plan in the FY2025 Budget.

2025 Budget Available:	\$150,000.00
2025 Budget Requested:	\$ 21,000.00

RBA requested by: Matthew Davidson

Date: 5/30/2025

DARDENNE



PRAIRIE

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

**BOARD OF ALDERMEN
MEETING AGENDA
JUNE 4, 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. Board of Aldermen Minutes – 05-21-25
2. Expenditures for Approval – 06-04-25
3. Liquor License Renewal – Town Square Pub N Grub – 7843 Town Square Avenue
4. Bryan Road CID Annual Report Year Ended December 31, 2024

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. **Bill #25-30**

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, DECLARING BYRNE & JONES CONSTRUCTION THE LOWEST RESPONSIBLE BIDDER FOR THE TOWN SQUARE AVENUE IMPROVEMENTS PROJECT (CITY PROJECT NO. STP-5407 (620)); AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE A CITY-CONTRACTOR AGREEMENT BY AND BETWEEN THE CITY AND BYRNE & JONES

CONSTRUCTION FOR THE SAME

2. **Bill #25-31**

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO ACCEPT THE PROPOSAL FROM OATES ASSOCIATES, INC. FOR THE DESIGN WORK REQUIRED TO REPLACE THE CULVERTS AT STONEY BROOK DRIVE.

OLD BUSINESS

1. **Bill # 25-24** (Postponed at 05-21-25 meeting)

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

2. **Bill # 25-25** (Read one time only on 05-21-25)

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

3. **Bill # 25-26** (Read one time only on 05-21-25)

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

OFFICER & STAFF COMMUNICATIONS

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

ADJOURNMENT

The City of Dardenne Prairie Board of Aldermen meeting was called to order at 7:06 p.m. The meeting was opened with the Pledge of Allegiance.

Present at roll call were Mayor Widaman, Aldermen Detweiler, Gittemeier, Johnson, Nay, Waters and Wilson. Also present were Administrative Assistant Amy Schnell, City Administrator Cathy Pratt, City Engineer Matthew Davidson, City Planner Todd Streiler and City Attorney Brad Pryor.

CONSENT AGENDA

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

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

PUBLIC COMMENT – The following individuals were in attendance to speak:

1. Christopher & Judy Cochran
2. Cheryl Bratton

PUBLIC HEARING

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

Jeff Moon with Bax Engineering was in attendance and requested the item be tabled.

A motion was made by Alderman Wilson, seconded by Alderman Johnson to continue the public hearing to 06-04-25. Motion passed unanimously.

NEW BUSINESS

A motion was made by Alderman Detweiler, seconded by Alderman Johnson to approve Resolution #394. Motion passed unanimously.

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

A motion was made by Alderman Johnson, seconded by Alderman Detweiler to postpone Bill #25-24 until 06-04-25. Motion passed unanimously.

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

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

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

A motion was made by Alderman Johnson, seconded by Alderman Wilson to read Bill #25-26 for the first time by title only. Motion passed unanimously.

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

A motion was made by Alderman Johnson, seconded by Alderman Wilson to read Bill #25-27 for the first time by title only. Motion passed unanimously.

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

A motion was made by Alderman Johnson, seconded by Alderman Detweiler to read Bill #25-27 for the second time by title only. Motion passed unanimously.

A motion was made by Alderman Johnson, seconded by Alderman Detweiler to put Bill #25-27 to final vote. Roll call was as follows:

Alderman Wilson – Aye	Alderman Detweiler – Aye
Alderman Walters – Aye	Alderman Gittermeier – Aye
Alderman Johnson – Aye	Alderman Nay – Aye

Mayor Widaman declared Bill #25-27 passed and designated it to be Ordinance #2361.

A motion was made by Alderman Johnson, seconded by Alderman Wilson to read Bill #25-28 for the first time by title only. Motion passed unanimously.

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

A motion was made by Alderman Detweiler, seconded by Alderman Wilson to amend the operative language of Bill 25-28 Section 1 to reflect that section 205.085 C is the section of the Municipal Code that is being amended. Motion passed unanimously.

A motion was made by Alderman Johnson, seconded by Alderman Detweiler to amend subsection C.2 from 10,000 square feet to 1 acre. Motion passed unanimously.

A motion was made by Alderman Johnson, seconded by Alderman Detweiler to read Bill #25-28 as amended for the second time by title only. Motion passed unanimously.

A motion was made by Alderman Johnson, seconded by Alderman Detweiler to put amended Bill #25-28 to final vote. Roll call was as follows:

Alderman Waters – Aye	Alderman Gittermeier – Aye
Alderman Johnson – Aye	Alderman Nay – Aye
Alderman Detweiler – Aye	Alderman Wilson – Aye

Mayor Widaman declared Bill #25-28 passed and designated it to be Ordinance #2362.

A motion was made by Alderman Gittermeier, seconded by Alderman Wilson to read Bill #25-29 for the first time by title only. Motion passed unanimously.

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

A motion was made by Alderman Johnson, seconded by Alderman Gittermeier to read Bill #25-29 for the second time by title only. Motion passed unanimously.

A motion was made by Alderman Johnson, seconded by Alderman Wilson to put Bill #25-29 to final vote. Roll call was as follows:

Alderman Gittermeier – Aye	Alderman Wilson – Aye
Alderman Nay – Aye	Alderman Detweiler – Aye
Alderman Johnson – Aye	Alderman Waters – Aye

Mayor Widaman declared Bill #25-29 passed and designated it to be Ordinance #2363.

OFFICER & STAFF COMMUNICATIONS

Alderman Gittemeier mentioned concerns she has received on the condos near Kinetic Park. City Administrator Pratt provided an update on the project.

Mayor Widaman thanked the city attorneys and Alderman Johnson for their input on the chicken ordinance. He thanked the Aldermen, City Administrator, City Clerk and the City Attorneys for their assistance in his transition to Mayor. He also thanked everyone in the audience for attending the meeting and encouraged them to attend in the future.

ADJOURNMENT

A motion was made by Alderman Johnson, seconded by Alderman Detweiler to adjourn the meeting at approximately 7:56 p.m. Motion passed unanimously.

Respectfully submitted,

Kim Clark, City Clerk

EXPENDITURES FOR APPROVAL
6/4/2025

1 American Solutions for Business	Citations	937.17
2 Americom Technology Solutions	IT - June, 2025	2,191.42
3 BSN Sports	Baseball Shirts	313.50
4 Butch Wax & The Hollywoods	6/20 Performance	3,500.00
5 CSI St. Louis	Concession Stand Cooler Repair	555.00
6 Cuivre River Electric	Light on Weldon Spring	43.75
7 Cuivre River Electric	Henke/Feise Rd. Traffic Signals	72.00
8 Cuivre River Electric	Light at Georgetown Park	27.00
9 Cuivre River Electric	Lights at St. Williams Apts.	41.55
10 Cuivre River Electric	Hanley Rd. Traffic Signal	82.00
11 First Bank	Credit Card Charges	4,547.74
12 Hamilton Weber	Legal fees: April, 2025	7,894.84
13 Insurance: Anthem	Health - June, 2025	21,724.03
14 Insurance: Principal Life	Life: June, 2025	595.63
15 Keith Widaman	Reimbursment	82.06
16 Martin Trophy	Name Plates & Badges	67.00
17 MOCCFOA	Annual Dues: Clark	40.00
18 Moody's Investors Service, Inc.	Annual Fee	500.00
19 O'Fallon Sewer Service	6/20 Concert Portable Toilet	250.00
20 R & R Sanitation	Porta Potties to 6-16-25	114.00
21 St. Charles County Finance	Court Recoupment	660.70
22 UMB Bank, NA	May, 2025 TDD Sales Tax Payment	45,511.54
23 Various Umpires	5/22 Umpire pay	2,242.50
24 Various Umpires	6/5 Umpire pay	3,410.00
25 Vogel Heating & Cooling	Air Conditioning Repair	384.00
		95,787.43

Approved by Board of Aldermen 6/4/25

Mayor Keith Widaman

**Bryan Road
Community Improvement District**

Annual Report
Year End December 31, 2024

Dardenne Prairie, Missouri

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Signatures on documents attached have been redacted for security purposes.

1. Annual Report Overview

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

2. District Description

Reporting Period:	January 1, 2024 through December 31, 2024	
Date District Established:	November 6, 2005	
Enacting Ordinance:	City of Dardenne Prairie Ordinance No. 952	
CID Sales Tax Effective Date:	April 1, 2006	
Date Annual Budget Adopted:	September 25, 2024	
Date Proposed Budget Submitted to Municipality:	September 25, 2024	
Date Annual Report Submitted to Municipal Clerk:	April 2, 2024	
Municipality:	City of Dardenne Prairie 2032 Hanley Road Dardenne Prairie, MO 63368 Phone: 636/561-1718	
County:	St. Charles County	
District Administrator:	Development Dynamics, LLC 2897 Highway K, Suite 210 O’Fallon, MO 63368 Phone: 636/561-8602	
Governing Board of Directors:	Chair:	Bob Glarner
	Secretary:	Scott Kolbe
	Treasurer:	David Glarner
	Director:	Gerald Scheidegger
	Director:	Robyn Schaber

3. District Purpose

In order to accommodate development, significant infrastructure improvements were constructed. More specifically, the improvements included:

- A. sidewalks, streets, traffic signs and signals, utilities, drainage, water, storm and sewer systems, and other site improvements;

- B. construct improvements to the road system to serve the commercial/retail portion of the Development
- C. grading and storm water improvements required to serve the road system described in (A) and (B) above;
- D. accompanying grading, drainage, pavement, curb, gutter, sidewalk, storm water facilities, signing, striping, lighting, landscaping or other similar or related improvements in connection with items (A) through (C) above;
- E. storm water facilities and improvements to the detention area and grading and landscaping related to the storm water facilities and improvements, which are unrelated to the road system described in (A) through (D) above; and
- F. accompanying professional fees, including without limitation engineering (civil, traffic, and geotechnical), surveying, soil testing, legal, architectural and administration of the District.

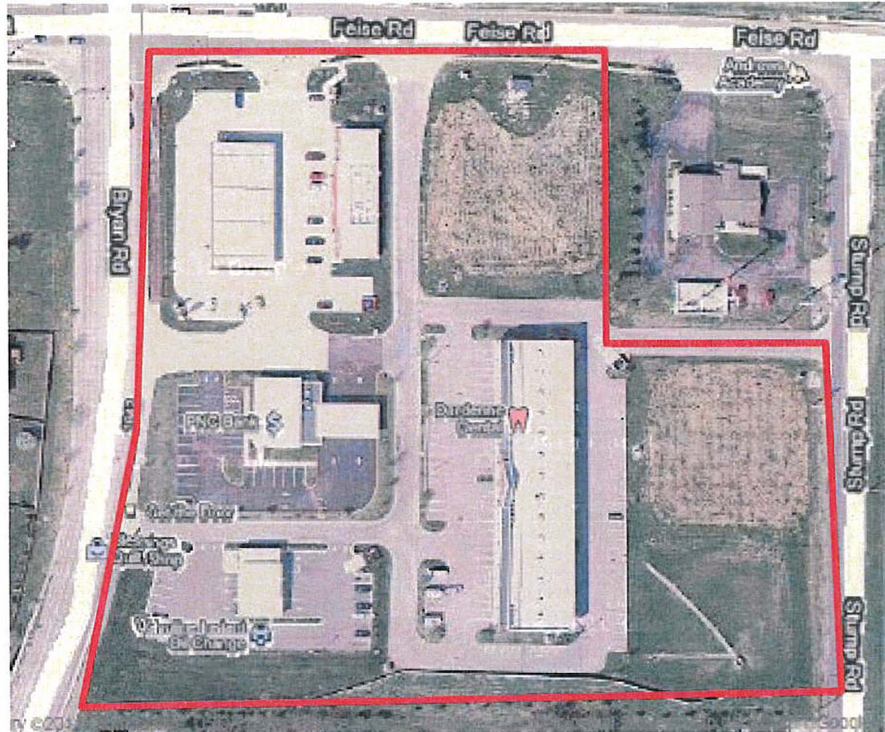
4. District Legal Description

A tract of land being part of the Southwest Quarter of Section 6, Township 46 North, Range 3 East, St. Charles County, Missouri and being more particularly described as follows:

Beginning at the intersection of the North line of A Whispering Pines, Plat One, a subdivision according to the plat thereof recorded in Plat Book 32, Page 262 of St. Charles County records with the East right-of-way line of Bryan Road; thence along said right-of-way line the following course and distances; along a curve to the right whose chord bears North 11 degrees 39 minutes 31 seconds East 377.17 feet and whose radius point bears North 67 degrees 59 minutes 40 seconds West 1050.00 feet from the last mentioned point, an arc distance of 379.24 feet; thence North 01 degrees 18 minutes 42 seconds East 222.49 feet to a curve to the right whose chord bears North 46 degrees 05 minutes 22 seconds East 49.30 feet and whose radius point bears South 88 degrees 41 minutes 18 seconds East 35.00 feet from the last mentioned point, an arc distance of 54.71 feet; thence South 89 degrees 07 minutes 59 seconds East 219.76 feet; thence North 01 degrees 08 minutes 43 seconds East 20.14 feet to the South right-of-way line of Feise Road; thence along said right-of-way line the following courses and distances: South 89 degrees 07 minutes 59 seconds East 31.00 feet; thence along a curve to the right whose chord bears South 88 degrees 44 minutes 19 seconds East 89.95 feet and whose radius point bears South 00 degrees 52 minutes 01 seconds West 6531.81 feet from the last mentioned point, an arc distance of 89.95 feet; thence South 82 degrees 05 minutes 15 seconds East 79.23 feet to the West line of property conveyed to St. Charles County Ambulance District by deed recorded in book 2311, page 1759 of said records; thence along said West line, South 01 degrees 08 minutes 36 seconds West 228.12 feet: thence along the South of said St. Charles County Ambulance District property, South 88 degrees 51 minutes 24 seconds East 200.28 feet to the west right-of-way line of Stump Road; thence along said West right-of-way line, South 01 degrees 08 minutes 36 seconds

West 410.50 feet to the North line of the aforesaid A Whispering Pines, Plat One; thence along said North line, North 88 degrees 58 minutes 14 seconds 723.98 feet to the POINT OF BEGINNING containing 8.720 acres as per record calculations by Bax Engineering Company, Inc. during December 2003.

5. Boundary Map



6. District Financials

The District financials are included within the attachments of this report. The financials provide a summary of District revenues, expenditures, outstanding indebtedness, and fund balances.

Attachments:

- Financial Statement for the Year Ended December 31, 2024

**Bryan Road Community Improvement District
Annual Report of Financial Transactions
For the Fiscal Year January 1, 2024 to December 31, 2024**

A. Beginning Balance			
American Bank	\$	84,116.40	
			\$ 84,116.40
B. Summary of Receipts			
CID Special Assessment	\$	-	
CID Sales Tax	\$	17,696.05	
CID Local Use Tax	\$	575.67	
Interest Earnings	\$	318.49	
Total Receipts			\$ 18,590.21
C. Summary of Disbursements			
District Administrative Expenses	\$	(13,020.00)	
Insurance Expense	\$	-	
Maintenance Fee	\$	-	
Storm Sewer Maintenance	\$	(65,000.00)	
Total Disbursements			\$ (78,020.00)
D. Ending Balance			\$ 24,686.61
E. Summary of Ending Balance by Depository			
American Bank	\$	26,686.61	
			\$ 26,686.61

F. Statement of Indebtedness				
Outstanding Obligations	Outstanding on 01/01/2024	Issued During 2024	Retired During 2024	Outstanding on 12/31/2024
	\$ -	\$ -	\$ -	\$ -

G. Statement of Assessed Valuation and Tax Rates

The Bryan Road CID did not impose a Special Assessment during the fiscal year. Government Accounting Standards Board (GASB) Rule 77 Disclosure: The District has not entered into any property tax abatement agreements during the fiscal year.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, DECLARING BYRNE & JONES CONSTRUCTION THE LOWEST RESPONSIBLE BIDDER FOR THE TOWN SQUARE AVENUE IMPROVEMENTS PROJECT (CITY PROJECT NO. STP-5407 (620)); AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE A CITY-CONTRACTOR AGREEMENT BY AND BETWEEN THE CITY AND BYRNE & JONES CONSTRUCTION FOR THE SAME

WHEREAS, the City of Dardenne Prairie, Missouri (the “City”), has undertaken certain improvements, between Technology Drive and Winghaven Centre, along Town Square Avenue within the City (City Project No. STP-5407 (620)) (the “Project”); and

WHEREAS, pursuant to Section 130.150 of the Municipal Code of the City, the City solicited bids for the Project; and

WHEREAS, the City received a total of five (5) sealed bids for the Project on May 14th, 2025, and such sealed bids were publicly opened and read by the City shortly thereafter; and

WHEREAS, the Board of Aldermen of the City hereby finds and determines that Byrne & Jones Construction submitted the apparent lowest responsible bid for the Project; and

WHEREAS, the Board of Aldermen of the City and Mayor hereby further finds and determines that it is to the benefit of the residents of the City to enter into a City-Contractor Agreement with Byrne & Jones Construction for the Project;

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

SECTION 1. That the bid submitted by Byrne & Jones Construction for the Project, a copy of which is on file in the Office of the City Clerk and incorporated by reference herein, be and is hereby accepted by the Board of Alderman of the City of Dardenne Prairie, Missouri, as the lowest responsible bid for the Project.

SECTION 2. That the form, terms, and provisions of the City-Contractor Agreement by and between the City of Dardenne Prairie, Missouri, and Byrne & Jones Construction, attached hereto marked as **Exhibit A**, and incorporated by reference herein (the “Agreement”), 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.

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 Clause. 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 two (2) times 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

Contract # STP-5407 (620)
CITY - CONTRACTOR AGREEMENT
Town Square Avenue Improvements

This CITY-CONTRACTOR AGREEMENT (this "Agreement") is made and entered into by and between Byrne and Jones Construction, a corporation having a principal office at 13940 St. Charles Rock Road, St. Louis, Missouri 63044 (the "Contractor"), and the City of Dardenne Prairie, a Missouri municipal corporation located in St. Charles County (the "City"). *All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Contract Documents (as hereinafter defined).*

RECITALS

- A. In response to Invitation for Bid #STP-5407 (620) for Town Square Avenue Improvements, the Contractor has submitted a certain bid in accordance with the Bid Documents to perform the Services.
- B. After due consideration, the City has accepted the bid of the Contractor and the parties hereto desire to enter into this Agreement whereby the Contractor shall undertake the performance of the Services in accordance with the Contract Documents and the City shall pay the Contractor as hereinafter specified.
- C. **Award Amount consists of:** \$ 674,393.25 plus Alternate(s).
Retainage: 0%
Calendar Days: 180 calendar days

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises hereinafter set forth the City and the Contractor hereby agree as follows:

- 1. **Contract Documents:** This Agreement shall consist of the following Contract Documents including, without limitation:
 - a. Invitation for Bid # STP-5407 (620)
 - b. All addendums issued to the bid
 - c. Bid Response (submitted by Contractor)
 - d. Subcontractor Form
 - e. Special Requirements
 - f. E-Verify Memorandum of Understanding with Electronic Signatures
 - g. Affidavit of Participation in Federal Work Authorization Program Form
 - h. Certificate of Insurance
 - i. Contract Bond
 - j. This Agreement (executed by City and Contractor)
 - k. Terms and Conditions
 - l. General Conditions
 - m. Notice of Award (issued by City)
 - n. Notice to Proceed (issued by City)

and shall also include any exhibits to the above documents, any addenda issued prior to receipt of bids, any duly-issued modifications, and all other documents contained or specified within the specifications, details or job special provisions, as such may be on file in the Office of the Procurement Department and Office of the City Clerk of Dardenne Prairie, Missouri (all of the foregoing collectively referred to as the "Contract Documents" are hereby incorporated in this Agreement by reference).

2. **Term:** This Agreement shall become immediately effective and legally binding on the date last signed below, and shall remain in effect until completion of the project.
3. **Coordination of Contract Documents:** The Contract Documents are intended to be complimentary and to describe and provide for a complete Work. In case of conflict or inconsistency among the Contract Documents, the governing ranking will be:
 - a. Job Specific Provisions (JSPs)
 - b. Plans for Construction
 - c. City of Dardenne Prairie Standard Specifications and Construction Details
 - d. Bid Line Items and/or Quantities

In case of conflict or inconsistency, calculated dimensions will govern over scaled dimensions. In the instance when any provision(s) of the Contract Documents not explicitly listed above conflict, the provision(s) most advantageous to the City shall govern.

All contractors, including subcontractors, shall not take advantage of any apparent error or omission in the Contract Documents. If an error or omission is discovered, the Engineer shall be notified promptly and prior to commencement of work related to said error or omission so corrections and interpretations necessary to fulfill the intent of the Contract can be made. A failure to give notice prior to commencement of work related to said error or omission shall render the effects of any error or omission non-compensable and any delay non-excusable.

4. **Payment:** Contractor shall be paid for the quantities placed per the amount quoted on the Bid Line Items, and per the Methods of Measurement and Payment. The Contractor shall submit all invoices complete with necessary support documentation to the City and the City shall make payment within 30 days of receipt of an invoice after satisfactory performance of the delivery and receipt of the services as shown on the Bid Line Items. All invoices MUST HAVE a City project number. Invoices received without a City project number listed may delay payment. Invoices should be complete with necessary support documentation and City project number. Payment Terms: net 30 days. Remit Address is City Clerk, 2032 Hanley Road, Dardenne Prairie, Missouri 63368 or cityclerk@dardennepairie.org.
5. **Prompt Payment:** All public works contracts shall provide for prompt payment by the City to the Contractor (as well as prompt payment by the Contractor to the subcontractor and material supplier) unless contrary to any federal funding requirements, per RSMo 34.057.
6. **The Work/Contract:** The Contractor shall furnish all labor, materials, tools, equipment and services, and perform and complete the Work required for the Project in accordance with this Agreement which shall include provision of every item specified in the Contract Documents necessary to complete the Project as designed. The Contract shall include all compensation to Contractor due for the Work, which shall include all such work within the Base Bid and additionally all such Work within selected Alternate Bids. Any additional

Work not within the Base Bid and Alternate Bids that is hereinafter approved by the City in writing shall be incorporated into the contract pursuant to a Change Order.

7. **Time of Completion:** Contractor shall commence work under this Agreement as specified in the Notice to Proceed and shall fully complete all items of the Work within the time set forth in the Contract Documents. The parties understand that time is of the essence and that the rate of progress and prompt completion are essential conditions, and that in the event the Work is not fully completed within the period provided herein, the Contractor shall pay to the City the sums provided in the Contract Documents.
8. **Contract Bond:** The Contractor shall furnish within ten (10) calendar days of notification of contract award a satisfactory Contract Bond in the full amount of the Contract Sum.
9. **Maintenance Bond:** Upon Final Acceptance the Contractor shall furnish a satisfactory Maintenance Bond in the amount of 10% of the final Contract Sum after any and all Change Orders and/or formal amendments. The Maintenance Bond shall be in full force for a one (1) year guarantee period from the date of Final Acceptance.
10. **Contractor's Liability Insurance:** The Contractor shall obtain and maintain during the term of this Agreement, the insurance coverage at least equal to the coverages set forth in this section and as further provided in the Terms and Conditions, but no event less than the individual and combined sovereign immunity limits established by Section 537.610 R.S.Mo as adjusted from year to year. Insurance policies providing required coverage shall be with companies licensed to do business in the State of Missouri and rated no less than A- by Best or equivalent and no additional payment will be made therefor by the City:

Commercial General Liability Insurance (including coverage for Products and Completed Operations, Bodily Injury, Personal & Advertising Injury and Property Damage)	2,000,000 per occurrence 4,000,000 aggregate
Business Automobile Liability Insurance (covering any owned, hired and non-owned vehicles)	2,000,000 combined single limit
Employer's Liability	1,000,000 bodily injury by accident (each accident) 1,000,000 bodily injury by disease (each employee) 1,000,000 bodily injury policy limit

In addition, the Contractor shall provide Workers' Compensation Insurance in at least Missouri statutory amounts for all workers employed at the Project site.

The Contractor shall also provide a policy of Builder's Risk Insurance in the amount of 100% of the complete insurable value of the Project, which policy shall protect the Contractor and the City, as their respective interests shall appear.

Builder's Risk required for this Project: Yes _____ No X

The City is to be added as "Additional Insured" as respects liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City. The coverage shall include defense of claims against the City as additional insured.

The Contractor grants a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City. Each insurance policy required by this exhibit shall waive all rights of subrogation against the City for losses arising from work performed by the Contractor for the City. This provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Contractor shall not allow any required insurance policy to be suspended, voided, canceled, non-renewed or reduced in coverage or in limits except after thirty (30) days written notice has been given to the City, or ten (10) days prior written notice for non-payment of premium.

Policy shall name the Contractor as the Insured. Certificates evidencing such insurance shall be furnished to the City prior to Contractor commencing the services as outlined in this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to evidence coverage on its behalf. The City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of required insurance policies at any time.

All certificates must state, "The City of Dardenne Prairie is an additional insured on a primary and noncontributory basis, and all insurers have waived their rights to subrogation on all policies". Certificate Holder shall be listed as "City of Dardenne Prairie, Attention City Clerk, 2032 Hanley Road, Dardenne Prairie, MO 63368." The field for waiver of subrogation and additional insured should be checked as well.

The Contractor shall require any contractors, sub-contractors, and other persons doing business with or for the Contractor to maintain at least the insurance as required, or the liability for said party shall be covered by the Contractor. If the Contractor maintains broader coverage and/or higher limits than the minimum limits, the City shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Limits may be satisfied by any combination of primary and excess/ umbrella limits.

The City may amend or waive any insurance coverage or amounts required by this paragraph when the City deems such waiver to be in the interest of the public health, safety, and general welfare.

11. **Indemnification:** The Contractor agrees to defend with counsel approved by the City, and indemnify and hold harmless the City, its Board of Aldermen, officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from breach of this Agreement or out of services negligently or improperly performed hereunder by the Contractor, or claims relating thereto, and including but not limited to the City's reliance on or use of the services or products provided by the Contractor under the terms of this

agreement. The Contractor shall not be liable for any loss or damage attributable solely to the negligence of the City. To the extent required by law to enforce this provision, the Contractor agrees that this indemnification requires the Contractor to obtain insurance in amounts specified herein and that the Contractor has had the opportunity to recover the costs of such insurance in the compensation set forth in this Agreement.

To the extent work is performed on private property of other persons or entities, whether subject to an easement or not, the Contractor agrees to defend and indemnify and hold harmless such property owner from and against any and all liabilities, damages, losses, claims or suit, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or money damages, or trespass, or any other circumstances, sustained by such property owner, arising from the Contractor's breach of the Contract or out of services or products provided by the Contractor or its subcontractors under the terms of this agreement. The Contractor shall not be liable for any loss or damage attributable solely to the negligence of such property owner.

No Personal Liability. No Aldermen, officer, administrator, director, board member, or employee of the City shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement. The Contractor shall look solely to the City for the satisfaction of any claims the Contractor may have arising under this Agreement.

Immunity Retention. By execution and performance of this Agreement, the City does not intend to, nor shall it be deemed to, have waived or relinquished any immunity or defense on behalf of the City, or its Aldermen, officers, administrators, directors, board members, or employees.

In any and all claims against MoDOT or the City or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

12. **Attorney Fees' and Costs:** The Contractor shall reimburse to the City any costs and attorneys' fees that the City may reasonably incur in pursuit of any remedies at law or equity or enforcement of any rights established in this Agreement, which may result from the Contractor's breach of the Agreement, the Contractor's failure to perform any obligation or requirement contained herein, or the City's enforcement of this Agreement.
13. **Liquidated Damages:** The Contractor agrees and acknowledges that time is of the essence and that absence of reasonable progress and delay in the project becoming Available for Use, in Project Closeout, and in Final Acceptance will inconvenience the public and increase administrative costs of the City, the costs of which the Contractor and the City are incapable of ascertaining at this time. Should the Contractor, or in the case of Contractor's default, the surety, fail to complete the Work and/or receive Final Acceptance within the times stipulated in this Agreement, or within such extensions of time as may be allowed by the City in the manner set forth in the Contract Documents, the Contractor (or surety, as applicable) shall pay to the City as liquidated damages, and not as a penalty. For contract liquidated damage amounts see section (4) LIQUIDATED DAMAGES. In the

sole discretion of the City, the amount of the liquidated damages may be deducted from any money due the Contractor under this Agreement. Permitting the Contractor to finish the Work or any part thereof after the expiration of the time for completion or any approved extension, shall in no way operate as a waiver of the City of any of rights under this Agreement.

14. **Termination:** The City shall have the right to terminate this Agreement at any time for any reason by giving the Contractor written notice to such effect. The City shall pay to the Contractor in full satisfaction and discharge of all amounts owing to the Contractor under this Agreement an amount equal to the cost of all Services performed by the Contractor up to such termination date, less all amounts previously paid to the Contractor pursuant to this Agreement. The Contractor shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Contractor for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Services.
15. **Compliance with Federal, State and Local Law:** The Contractor shall comply with all applicable federal, state and local law requirements for performance under this Agreement. The Contractor shall abide by all health and environmental requirements imposed by law in performance of its duties.
16. **Prevailing Wage:** The Contractor shall be required to comply with all applicable provisions concerning the payment of prevailing wages on public works projects, as provided in the General Conditions. The Contractor shall also comply with the Federal Wage Order and will pay wages which are the higher of the two. A copy of the applicable Annual Wage Order and Incremental Increases for each occupational title required under this project is included in the Bid Documents and the Contract Documents.
17. **OSHA Required Training:** Pursuant to Section 292.675 RSMo, Contractor shall require all on-site employees to complete the ten-hour training program as required under Section 292.675 RSMo. This program shall be provided by Contractor and shall be a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for Contractor's on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations ("MoDOLIR") which is at least as stringent as an approved OSHA program. All employees are required to complete the program within sixty days of beginning work under this Agreement. Contractor shall further require all subcontractors under Contractor to provide the ten-hour training program required under Section 292.675 RSMo. to such subcontractors' on-site employees. On-site employees who have previously completed such a ten-hour training program must hold documentation of prior completion of the program.

Notice is hereby given to Contractor that it shall be subject to the penalties set forth in Section 292.675 RSMo and such penalties shall be forfeited to the City pursuant to such Section. Penalties for non-compliance include contractor forfeiture to the City in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMO. MoDOLIR shall investigate any claim of violation of Section 292.675 RSMo. Upon City's receipt of notification from MoDOLIR of violations of

292.675 by Contractor and a determination by MoDOLIR that penalties shall be assessed for such violations, the City shall withhold and retain from this Agreement all sums and amounts due and owing to the City as a result of any violation of Section 292.675 RSMo. All words in this paragraph shall have the definitions as provided in Section 292.675 RSMo.

18. **Taxes:** The City is exempt from federal excise tax and Missouri sales tax and the Contractor shall not charge the same to the City and shall comply in all respects with the Special Sales Tax Provisions of the General Conditions.
19. **Other Representations, Warranties and Other Covenants by the Contractor:** The Contractor represents and warrants that the Contractor (i) is organized and existing to conduct business in the State of Missouri; (ii) has received all necessary approvals to enter into this Agreement; (iii) has been engaged in such work as is required for the Services; (iv) has provided services such as the ones to be performed under this Agreement to other municipalities and/or private enterprises; (v) and has sufficient expertise, knowledge, information and data, and engages sufficient personnel to perform the Contractor' s obligations under this Agreement. The Contractor further represents and warrants that the Contractor is an equal opportunity employer. The Contractor agrees that the Contractor shall not use in any form or medium the name of the City for any advertising unless the Contractor receives the prior written consent of the City.
20. **Amendment Waiver:** The City may add, delete, or amend services. No amendment, modification or waiver of any provision of this Agreement shall be effective unless in writing signed by an authorized representative of the party against whom such provision as amended or modified or such waiver is sought to be enforced. Failure to insist upon strict compliance with any of the terms or conditions of the Agreement shall not be deemed a waiver of such term or condition.
21. **Accounting:** During the period of this Agreement, the Contractor shall maintain books of accounts of its expenses and charges in connection with this Agreement in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Contractor.
22. **Governing/Choice of Law; Jurisdiction.** This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws, and shall be deemed to be executed and performed in the County of St. Charles, Missouri. Any legal action arising out of, or relating to this agreement, shall be governed by the laws of the State of Missouri, and the parties agree to the exclusive jurisdiction and venue over them by a court of competent jurisdiction located in the County of St. Charles, Missouri, or the U.S. District Court for the Eastern District of Missouri.
23. **Force Majeure:** City or Contractor may, without liability, delay performance or cancel this Agreement on account of force majeure events or other circumstances beyond its control and without its fault or negligence, including, but not limited to, strikes, acts of God, political unrest, riots, epidemics, pandemics, embargo, or casualty.

- 24. **Headings:** The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.
- 25. **Representations:** Contractor agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Agreement. The parties agree this Agreement represents the entire agreement between the parties.
- 26. **Severability:** The invalidity or unenforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision of this Agreement, which shall remain in full force and effect to the maximum extent permitted by law.
- 27. **Counterparts:** This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed,

CONTRACTOR

CITY OF DARDENNE PRAIRIE, MISSOURI

Signature

Cathy Pratt, City Administrator

Print Name & Title

Attest:

Date

City Clerk

Date

Town Square Avenue Improvements

TERMS AND CONDITIONS

Independent Contractor. The Contractor shall be and operate as an independent Contractor in the performance of this Agreement. The Contractor shall have complete charge of the personnel engaged in the performance of the Services, and all persons employed by the Contractor shall be employees of said Contractor and not employees of the City in any respect.

Compliance with Laws. The Contractor shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, unemployment and workers' compensation, occupational safety, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of this Agreement. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over the Services, the Contractor shall notify the City of the nature and impact of such conflict.

Subcontracts. The Contractor shall not subcontract any of the Services to be performed by it hereunder without the express written consent of the City, except as provided herein. In the event Contractor utilizes a subcontractor, the Contractor shall ensure that any agreement between Contractor and such subcontractor complies with all requirements imposed for such agreement by federal, state, and local law.

If the Contractor submits invoices to the City which include payments to be made on account of work performed by a subcontractor, such payments shall be conditioned upon submission by the Contractor of waiver of liens, or such other documents satisfactory to the City to protect the City's title to land, buildings, or improvements or to otherwise protect the City's interest. By submitting an invoice to the City, the Contractor warrants and guarantees that title to all land, buildings or improvements which may be subject to a lien under 429.015 RSMo, upon the receipt of such payment by the Contractor, will not be subject to a lien under 429.015 RSMo.

Assignment. This Agreement shall not be assigned by the Contractor to an unrelated entity. Contractor may be permitted to assign this Agreement to a wholly-owned subsidiary or related company, provided City consents in writing to such proposed assignment after the City is provided such information as requested by the City for it to conclude that the subsidiary or related company is fully able to perform the obligations of Contractor under the Agreement. The City may withhold such consent and thus bar any such assignment as it deems appropriate.

Indemnification; No Personal Liability; Immunity Retention. Indemnification. To the fullest extent permitted by law, the Contractor agrees to defend with counsel approved by the City, and indemnify and hold harmless the City, its elected officials, officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from breach of this Agreement or out of services negligently or improperly performed hereunder by the Contractor, or claims relating thereto, and including but not limited to the City's reliance on or use of the services or products provided by the Contractor under the terms of this agreement. The Contractor shall not be liable for any loss or damage attributable solely to the negligence of the City. To the extent required by law to enforce this provision, the Contractor agrees that this indemnification requires the Contractor to obtain insurance in amounts specified herein and that the Contractor has had the

opportunity to recover the costs of such insurance in the compensation set forth in this Agreement.

To the extent work is performed on private property of other persons or entities, whether subject to an easement or not, the Contractor agrees to defend and indemnify and hold harmless such property owner from and against any and all liabilities, damages, losses, claims or suit, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or money damages, or trespass, or any other circumstances, sustained by such property owner, arising from the Contractor's breach of the Contract or out of services or products provided by the Contractor or its subcontractors under the terms of this agreement. The Contractor shall not be liable for any loss or damage attributable solely to the negligence of such property owner.

No Personal Liability. No Aldermen, officer, administrator, director, board member, or employee of the City shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement. The Contractor shall look solely to the City for the satisfaction of any claims the Contractor may have arising under this Agreement.

Immunity Retention. By execution and performance of this Agreement, the City does not intend to, nor shall it be deemed to, have waived or relinquished any immunity or defense on behalf of the City, or its Aldermen, officers, administrators, directors, board members, or employees.

Insurance. The Contractor shall furnish the City the certificates of insurance for workers' compensation, public liability, and property damage, including automobile coverage in the amounts specified by the City in the Invitation for Bids, if any, otherwise in the amounts required by the City, if any, but in no event less than the maximum amounts of liability set forth in Chapter 537.610 RSMo, as amended, applicable to political subdivisions. The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to the City. In addition to the foregoing, the Contractor shall maintain Professional Liability (errors and omissions) insurance in the form for the coverages satisfactory to City as indicated in the Invitation for Bids, if any, but in no event less than the maximum amounts of liability set forth in Chapter 537.610 RSMo applicable to political subdivisions unless otherwise approved by the City. The City, and such additional persons and entities as may be deemed to have an exposure to liability as a result of the performance of the Contractor's services, as determined by the City, shall be named as additional insured on a primary and non-contributory basis, with duty of defense on all insurance policies required hereunder.

Non-Disclosure / Confidentiality. The Contractor agrees that it will preserve the confidentiality of all City data and account information and will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Agreement.

Changes. No change in this Agreement shall be made except in writing prior to the change in Services or terms being performed. The Contractor shall make any and all changes in the Services without invalidating this Agreement when specifically ordered to do so in writing by the City. The Contractor, prior to the commencement of such changed or revised Services, shall submit promptly to the City, a written cost or credit proposal for such revised Services. If the City and the Contractor shall not be able to agree as to the amount, either in consideration of time or money to be allowed or deducted, it shall nevertheless be the duty of the Contractor, upon

written notice from the City, to immediately proceed with such alteration or change, and the Contractor shall be compensated the reasonable value of such Services. **No work or change shall be undertaken or compensated for without prior written authorization from the City and shall be subject to any required approval from state or federal departments or agencies.**

Multi-year contracts; Non-appropriation. Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Non-appropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

Accounting. During the period of this Agreement, the Contractor shall maintain books of accounts of its expenses and charges in connection with this Agreement in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Contractor.

Other Contractors. The City reserves the right to employ other Contractors in connection with the Services.

Invitation for Bids. If the City issued an Invitation for Bids in connection with the Services, such Invitation for Bids and the bid of the Contractor in response thereto are incorporated herein by reference and made a part of this Agreement. In case of any conflicts between the Invitation for Bids and the executed City-Contractor Agreement or bid of the Contractor, the requirements of the City's Invitation for Bids and this executed City-Contractor Agreement shall control and supersede unless a change thereto is specifically stated in this Agreement.

Work Records and Work Product. The Contractor shall provide the City with copies of all documents pertinent to the Services which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. The City shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of the Contractor created in performance of or relating to this Agreement. The Contractor agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the Work Product. Upon termination of this Agreement, the Contractor shall promptly deliver to City any documents, and work product, whether printed or electronic.

Personnel. The Services shall be performed exclusively by the personnel of the Contractor identified in the Contractor's bid and no other personnel of the Contractor shall perform any of the Services without the express written approval of the City.

Compliance with State Immigration Statutes. As a condition for the award of this Agreement, the Contractor shall, by sworn affidavit and provision of documentation, affirm its

enrollment and participation in a federal work authorization program with respect to the employees working in connection with the Services. The Contractor shall also sign an (Affidavit of Participation in Federal Work Authorization Program) affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Services. All words in this paragraph shall have the definitions as provided in Section 285.525 RSMo.

Anti-Discrimination Against Israel Act. Provided this contract is in an amount of \$100,000 or more OR Contractor has 10 or more employees, pursuant to Section 34.600 RSMo, Contractor certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from (i) the State of Israel, (ii) companies doing business in or with Israel, or authorized by, licensed by, or organized under the laws of the State of Israel, or (iii) persons or entities doing business in the State of Israel.

Representations. The Contractor agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Agreement. The parties agree this Agreement represents the entire agreement between the parties.

Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement.

**AFFIDAVIT OF PARTICIPATION IN
FEDERAL WORK AUTHORIZATION PROGRAM**

Comes now _____ as _____ first being duly sworn, on my
(Name) (office held)
oath, affirm _____ is enrolled and will continue to participate in a
(company name)
Federal work authorization program in respect to employees that will work in connection with the
contracted services related to the services being provided to the City of Dardenne Prairie for the
duration of the contract, if awarded, in accordance with Section 285.530.2, Revised Statutes of
Missouri. I also affirm that _____ does not and will not knowingly
(company name)
employ a person who is an unauthorized alien in connection with the contracted services for the
duration of the contract, if awarded.

Attached to this affidavit is documentation of _____'s
(company name)
participation in a federal work authorization program.

(ATTACH DOCUMENTATION SHOWING THAT COMPANY PARTICIPATES IN FEDERAL
WORK AUTHORIZATION PROGRAM)

*In Affirmation thereof, the facts stated above are true and correct (The undersigned understands
that false statements made in this filing are subject to the penalties provided under Section
575.040, RSMo).*

Signature (person with authority)

Printed Name

Title

Date

State of Missouri)

) ss.

County of _____)

Subscribed and sworn to before me this _____ day of _____, 20__.

My commission expires:

Notary Public

PROOF OF E-VERIFICATION WITH U.S. DEPARTMENT OF HOMELAND SECURITY

Provide Memorandum of Understanding

<https://www.uscis.gov/e-verify>

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____

as principle, and _____
as surety, are held and firmly bound unto the State of Missouri in the penal sum of: _____

DOLLARS (\$ _____) as the same may be increased by any and all changes in or additions to said contract which may hereafter be made, lawful money of the United States, to be paid to the said State of Missouri or to its certain agents, attorneys, assigns, or to the Missouri Highways and Transportation Commission, for which sums of money, well and truly to be paid, we bind ourselves, our heirs, successors, assigns, executors, and administrators, jointly and severally, firmly by these presents.

SEALED with our seals and dated _____

The condition of this obligation is such that

WHEREAS, the said bounden principal has entered into a certain contract with the State of Missouri acting by and through the Missouri Highways and Transportation Commission, said contract being marked.

Route:
County:
Job No.:

a copy of said contract being hereto attached and made a part hereof and bearing date of _____

NOW, THEREFORE, if the said principal shall comply with and fulfill all the conditions of said contract, including those under which principal agrees to pay the prevailing hourly rate of wages for each craft or type of workman required to execute the contract in the locality as determined by State and Federal authority, as applicable, or by final judicial determination, and properly and promptly complete the work in accordance with the provisions of said contract, plans and specifications without any hidden defects, and furnish all the labor and materials required by said contract, and any and all changes in, or additions to said contract, which may hereafter be made, and shall perform all the undertakings stipulated by said bounden principal to be performed and within the time mentioned in said

Design Form C-3

Call

contract, or within any additional time granted by the Missouri Highway and Transportation Commission or its Chief Engineer, under authority from said Commission of Missouri, which may be granted without notice to or consent from the surety, and shall pay for all materials, lubricants, fuel, coal and coke, repairs on machinery, groceries and foodstuff, equipment and tools consumed or used in connection with the construction of such work, and all insurance premiums, both compensation, and all other kinds of insurance, on said work, and for all labor performed in such work, whether by subcontractor or claimant in person or by its employee, agent, servant, bailee, or bailor, then this to be void; otherwise it shall be and remain in full force and effect.

ATTEST: (SEAL)

Secretary

Principal

By _____

Title _____

Surety

ATTEST: (SEAL)

By _____

Title _____

Address – Agent or Broker

Street

City

Name and Street Address of Agent to Whom All
Correspondence Should be Directed Relating to
Contract and Bond.

Name

Street

City, State

BILL NO. 25-31

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE,
MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO
ACCEPT THE PROPOSAL FROM OATES ASSOCIATES, INC.
FOR THE DESIGN WORK REQUIRED TO REPLACE THE
CULVERTS AT STONEY BROOK DRIVE.**

WHEREAS, the City received two (2) proposals for the design work required to replace the culverts at Stoney Brook Drive; and

WHEREAS, Oates Associates, Inc. submitted the lowest and best proposal; and

WHEREAS, the Board of Alderman of the City of Dardenne Prairie finds and determines that it is to the benefit of the City to accept the proposal from Oates Associates, Inc. for services related to the design work required to replace the culverts at Stoney Brook Drive;

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

SECTION 1. That the Proposal provided by Oates Associates, Inc., a copy of which is attached hereto as **Exhibit A** and incorporated by reference herein, be and is hereby accepted by the Board of Alderman of the City of Dardenne Prairie, Missouri as the apparent lowest and best proposal for the design work required to replace the culverts at Stoney Brook Drive.

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

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

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

SECTION 5. Savings Clause: Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the

City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION 6. Severability Clause: If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

Read two times, passed, and approved this ____ day of _____, 2025.

As Presiding Officer and as Mayor

Attest:

City Clerk

Approved this ____ day of _____, 2025.

Mayor

Attest:

City Clerk



Collinsville

100 Lanter Ct, Ste 1
Collinsville, IL 62234
618.345.2200

St. Louis

720 Olive St, Ste 700
St. Louis, MO 63101
314.588.8381

Belleville

1 S Church St, Ste 200
Belleville, IL 62220
618.416.4688

St. Charles

820 S Main St, Ste 309
St. Charles, MO 63301
636.493.6277

May 28, 2025

EXHIBIT A

Matthew Davidson
City of Dardenne Prairie
2032 Hanley Road
Dardenne Prairie, MO

Re: Stoney Brook Culvert Replacement
OA Project No. 225087

Dear Mr. Davidson:

This letter will serve as our agreement to perform the following services connected with Stoney Brook Culvert Replacement (hereinafter called the "Project") subject to the General Conditions shown on the attached Exhibit A.

Scope: Our Scope of Services include Survey and Site/Civil services all as further described in the attached Scope of Services. We will also furnish such Additional Services as you may request.

Schedule: Deliverables will be submitted to the City by July 18, 2025.

Estimated Cost: You agree to pay us a lump sum of \$21,000 for our Scope of Services. Any authorized Additional Services will be billed at the hourly rates set forth in Exhibit A.

Base Scope of Services includes: Survey (Lump Sum \$6,500)
Site/Civil (Lump Sum \$14,500)

This proposal and the attachments represent the entire understanding between you and Oates Associates, Inc. with respect to the Project and may only be modified in writing signed by both of us. If it satisfactorily sets forth your understanding of our agreement, please sign in the space provided below and return a copy to us. If you have any questions, please do not hesitate to contact me.

Sincerely,

OATES ASSOCIATES, INC.

Peter Masnica, PE
Project Manager

Michelle Spillers, PE
Project Principal

Accepted on this date: _____

By: _____

Title: _____

General

Services are requested to provide professional survey and engineering services connected with the development of construction documents to replace three identified stormwater culverts along Stoney Brook Drive in Dardenne Prairie, Missouri.

The Scope of Services is described in the following sections of this document.

Task 1.0 – Survey (Lump Sum \$6,500)

The consultant's scope includes:

- Set site control points and benchmarks.
- Request MoOne Call utility locate.
- Tie in marked utility locations.
- Draw existing topography and ground surface in CAD – limited to area around the three culverts shown in **Figure 1**.
- Field check topo.
- Request Plat from County Records.

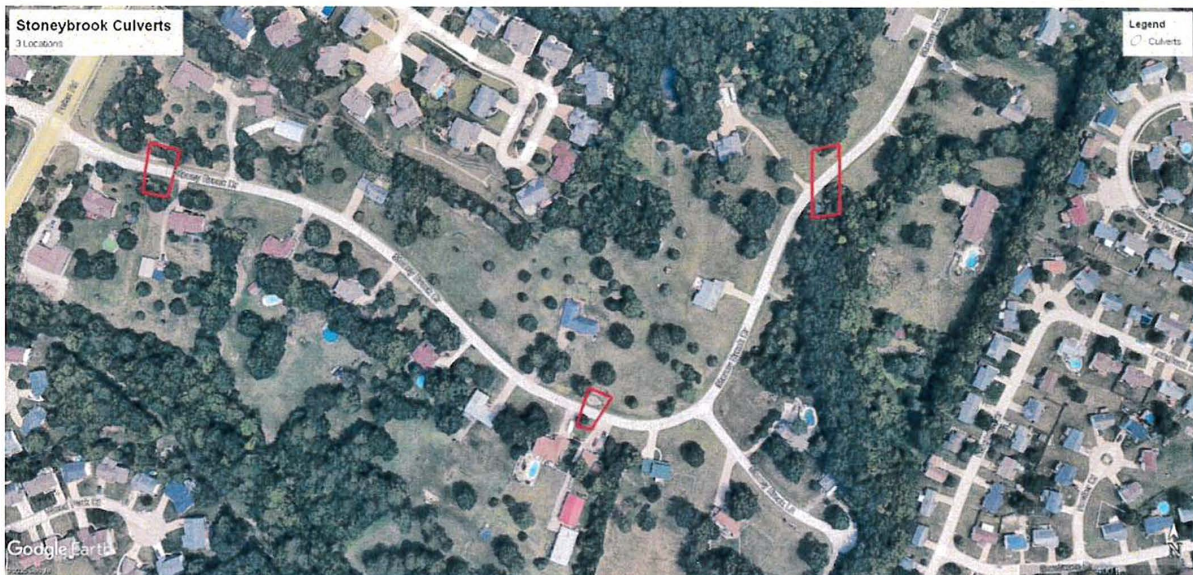


Figure 1. Three culvert locations.

Task 2.0 – Construction Documents (Lump Sum \$14,500)

The consultant's scope includes:

- Programming meeting with City to determine specific requirements and direction for site improvements.
- Perform culvert and rock sizing calculations for resizing the existing 72" culvert crossing under 2314 Stoney Brook Dr.
 - Assume the remaining two culverts to be replaced will be shown to be replaced with the same size and grade, and sizing calculations are not needed.
- Coordinate USACE 404 permitting for blue line through existing 72" culvert.
- Prepare construction-level plans for the replacement of the identified culverts. This will include pavement patching details to restore the surface above the culverts, but will not include plans for reconstruction of Stoney Brook Dr. Sheets to be included:

- Cover Sheet
- General Notes
- Existing Conditions and Removal Plan
- Site Plan
- Grading Plan
- Construction Details
- Erosion Control Plan
- Prepare a Construction Cost Estimate.
- Prepare project specifications (MoDOT JSP format).
- Submit to City for comments.
- Finalize construction plans and documents.
- Project Administration.

Excluded from the Scope of Services

The consultant's scope excluded:

- Easement Exhibits – Assume none needed and not included in this scope. Can be negotiated as additional service.
- Geotechnical services – assume not needed.
- Structural evaluation or design – Assume no headwalls are needed and standard flared end structures will be used.
- Title Commitments.
- Cultural and Archaeological studies.
- Utility locating and coordination services – limited to survey pickup of MoOne Call locates.
- Utility Coordination – by others
- Stormwater and detention design – Scope limited to analysis of culvert capacity at current 72" culvert location.
- Stormwater Quality Design – Assume less than one acre of disturbance and not required.
- Evaluation of hazardous materials and remediation – by others.
- All fees (submittal, permit, review, escrow, recording, traffic generation assessments, etc.) will be paid by others.
- MoDNR NPDES Land Disturbance Permit
- City of Dardenne Prairie Permitting – Assume City staff will circulate documents internally as needed.
- Construction plans and specifications for road reconstruction - Scope limited to work needed for culvert replacement and can be negotiated as additional service.
- Site Lighting Plans.
- Construction staking and material testing.
- Construction services including, shop drawing review and construction site visits, full-time on-site representation during construction or Special Inspection and testing services – Construction services can be provided as additional services
- Front End Bid Documents and Bid Assistance.

EXHIBIT A
GENERAL CONDITIONS
HOURLY RATE SCHEDULE

Principal Engineer	\$240
Senior Professional II	\$235
Senior Professional I	\$220
Professional IV	\$195
Professional III	\$180
Professional II	\$155
Professional I	\$130
Junior Professional II	\$125
Junior Professional	\$105
Technician III	\$160
Technician II	\$130
Technician I	\$100
Technician	\$80
Technician Intern	\$65

The above hourly rates are effective as of July 1, 2024 and are subject to adjustment annually.

TERMS

When used below, the term "we" and "our" refers to Oates Associates, Inc. and its consultants, stockholders, agents, and employees. The term "you" and "your" refers to the person or entity to whom this proposal is addressed.

PAYMENT PROVISIONS

We will bill you monthly for services and reimbursable expenses. Our invoices are due and payable within 30 days of issuance. If invoices are not paid when due, we will stop work on the project until paid. In addition, a late charge of 1-1/2% per month will be assessed on invoices not paid within 30 days.

We will bill you for any direct costs we incur in the prosecution of this work. Direct costs may include subconsultants we contract to perform a portion of our scope. Reimbursable expenses will also include any out-of-pocket costs directly related to this project. Basis for billings of reimbursable expenses will be actual cost.

The above financial arrangements are based on the prompt payment of our bills and the orderly and continuous progress of the Project. We would expect to start our services promptly after receipt of your acceptance of this proposal. If there are protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of our compensation taking into consideration the impact of such delay including but not limited to changes in price indices and pay scales applicable to the period when services are in fact being rendered.

GENERAL LIABILITY AND LIMITATION THEREOF

We agree to hold you harmless and to indemnify you on account of any liability due to bodily injury or property damage arising directly out of our negligent acts, but such hold harmless and indemnity will be limited to that covered by our comprehensive general liability insurance. At your request, we will provide certificates evidencing such coverage and, if available, will purchase additional limits of liability that you may require as a separate cost item to be borne by you.

LIMITATION OF LIABILITY

You recognize that our fee includes an allowance for funding a variety of risks which are imposed on us by virtue of our involvement in and association with your project. One of these risks stems from the potential for human error. In order for you to obtain a reduction in fee by virtue of a smaller allowance for risk funding, you agree to limit our professional liability to you for any and all claims, losses, expenses, injuries or damages (including consequential damages) to the extent caused by our professional acts, errors, or omissions, such that our total aggregate liability to you shall not exceed the total compensation received by us under this agreement, or the sum of \$50,000, whichever is greater. If you wish to discuss higher limits and the charges involved, you should speak with our personnel.

THIRD PARTY CLAIMS

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either you or us. Our services under this Agreement are being performed solely for your benefit, and no other entity shall have any claim against us because of this Agreement or the performance or nonperformance of services hereunder. You agree to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

OWNERSHIP AND USE

Upon full payment of all sums due or anticipated to be due us under this Agreement and upon performance of all your obligations under this Agreement, the latest original Drawings and Specifications and the latest electronic data prepared by us for the Project shall become your property. This conveyance shall not deprive us of the right to retain electronic data or other reproducible copies of the Drawings and Specifications or the right to reuse information contained in them in the normal course of our professional activities. We shall be deemed the author of such electronic data or documents, shall retain all rights not

EXHIBIT A

GENERAL CONDITIONS

specifically conveyed, and shall be given appropriate credit in any public display of such Drawings and Specifications. We will, however, retain ownership and possession of original recorded plats.

You will not use or authorize any other person to use the Drawings, Specifications, electronic data and other Instruments of service on other projects, for additions to this Project or for completion of this Project by others so long as we are not adjudged to be in default under this Agreement. Reuse without our professional involvement will be at your sole risk and without liability to us. You agree to indemnify and hold us and our subconsultants or agents harmless from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of unauthorized reuse of Drawings, Specifications, electronic data or other instruments of service.

TIMING OF STANDARDS

We endeavor to perform our services in accordance with standards, building codes, and ordinances in effect at the time of service using that level of care and skill ordinarily exercised by members of the profession currently practicing in the same or similar locality and under similar conditions. You understand that these standards and level of care and skill change with time and that substantially delayed use of our documents without our involvement is at your own risk.

TERMINATION, SUSPENSION OR ABANDONMENT

You recognize that if you terminate, suspend or abandon this project we will incur many costs which we would not have incurred had the project continued to completion. Therefore it is agreed that an equitable adjustment to our compensation shall include but not be limited to all reasonable costs incurred by us on account of suspension or abandonment of the Project, for preparation of documents for storage; maintaining space and equipment pending resumption; orderly demobilization of staff; maintaining employees on a less than full-time basis; terminating employment of personnel because of suspension; rehiring former employees or new employees because of resumption; reacquainting employees with the Project upon resumption; and making revisions to comply with Project requirements at the time of resumption.

DISPUTE RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the Project or following the completion of the Project, you and we agree that all disputes between us arising out of or relating to this Agreement or the Project shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

UNFORESEEN CONDITIONS

Our services may be provided to assist you in making changes to an existing facility for which you shall furnish documentation and information upon which we may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by you, we shall not be required to perform or to have others perform destructive testing or to investigate concealed or unknown conditions.

RELIANCE ON INFORMATION

In the event documentation or information furnished by you is inaccurate or incomplete, all resulting damages, losses and expenses, including the cost of our Additional Services, shall be borne by you. You shall indemnify and hold harmless Oates Associates, Inc. our subconsultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, which arise as a result of documentation or information furnished by you.

CONSTRUCTION MEANS AND METHODS

Performance of our services does not imply liability by us for Contractor means, methods, techniques, sequences or procedures of construction selected by Contractor or safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing their work. Accordingly, we can neither guarantee the performance of the construction contracts by Contractor nor assume responsibility for Contractor failure to furnish and perform work in accordance with Contract Documents.

JOBSITE SAFETY

Insofar as jobsite safety is concerned, we are responsible solely for our own and our employees' activities on the jobsite, but this shall not be construed to relieve you or any construction contractors from their responsibilities for maintaining a safe jobsite. Neither our professional activities nor the presence of our employees and subconsultants, shall be construed to imply we have any responsibility for methods of work performance supervision, sequencing of construction, or safety in, on, or about the jobsite. You agree that the general contractor is solely responsible for jobsite safety, and you warrant that this intent shall be made evident in your agreement with the general contractor. You also warrant we shall be made an additional insured under the general contractor's general liability insurance policy.

HAZARDOUS MATERIALS

As used in this Agreement, the term "hazardous materials" shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gasses and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

You and we acknowledge that our scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event that we or any other party encounter any hazardous materials, or should it become known to us that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of our services, we may, at our option and without liability for consequential or any other damages, suspend performance of our services under this Agreement until you retain appropriate consultants or contractors to identify and abate or remove the hazardous materials and warrant that the jobsite is in full compliance with laws and regulations regarding such materials.

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