

DARDENNE



PRAIRIE

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

**BOARD OF ALDERMEN
WORK SESSION AGENDA
AUGUST 20, 2025
6:00 p.m.**

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

ITEMS FOR DISCUSSION AND CONSIDERATION

1. Intergovernmental Cooperation Agreement with the City of O'Fallon for path maintenance on Fiese Road. (Davidson)
2. Review of 08-20-25 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: 8/20/2025

Regular (X) Work Session (X)

ATTACHMENT: YES () NO (X)

Contract () Ordinance (X) Other ()

Request for Board Action
By: Staff

Ward _____

• **Description:**

Intergovernmental Cooperation Agreement with the City of O'Fallon for path maintenance on Fiese Road.

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

• **Summary/Explanation:**

The City of Dardenne Prairie and the City of O'Fallon have negotiated an Intergovernmental Cooperation Agreement for asphalt path maintenance along Fiese Road where the roadway and adjacent pedestrian facilities are split between the two municipalities. The Fiese Road asphalt path is in need of minor asphalt repairs and sealing.

O'Fallon has already bid and executed a contract for their annual crack seal program, which includes asphalt path repairs and sealing on Fiese Road. This agreement allows Dardenne Prairie to include its portion of the work within O'Fallon's contract.

Under the terms of the agreement, O'Fallon will administer project management and inspection services, and each city will be responsible for the cost of work performed within its limits. Dardenne Prairie will deposit \$6,000.00, the estimated cost for its portion, to O'Fallon within 60 days of execution. If actual costs are lower, O'Fallon will refund the difference; if higher, Dardenne Prairie will be invoiced for the additional amount.

Staff recommends approval of the Intergovernmental Cooperation Agreement with the City of O'Fallon.

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

Identified in the FY2025 Budget under Trail Maintenance/Replacement. Sufficient funds are available for the City's share of costs.

2025 Budget Available: \$ 28,000.00

2025 Budget Requested: \$ 6,000.00

RBA requested by: Matthew Davidson

Date: 8/15/2025

DARDENNE



PRAIRIE

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

**BOARD OF ALDERMEN
MEETING AGENDA
AUGUST 20, 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 – 08-06-25
2. Work Session Summary – 08-06-25
3. Expenditures for Approval – 08-20-25
4. Escrow Release – Prairie Encore – Site Improvements – Partial Release - \$407,277.20
5. Escrow Release – Prairie Encore – Land Disturbance – Partial Release - \$17,762.50
6. Escrow Release – Prairie Encore – ROW Improvements – Full Release - \$215,801.25
7. Change Order – Oates Associates, Inc. – Stoney Brook Drive - \$7,500.00

ITEMS REMOVED FROM CONSENT AGENDA

PUBLIC COMMENT

PUBLIC HEARING

1. STILLWATER GROVE CUP, SITE PLAN & REZONING REQUEST– “R1-A” TO “R1-D, CUP TO ALLOW SINGLE FAMILY ATTACHED DWELLINGS.

NEW BUSINESS

1. **Bill #25-38**

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, APPROVING A RECORD PLAT FOR THE DEVELOPMENT COMMONLY KNOWN AS DARDENNE VIEW APARTMENTS LOCATED ALONG TECHNOLOGY DRIVE IN THE CITY

2. **Bill #25-39**

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE CITY OF O'FALLON, MISSOURI, FOR ASPHALT PATH REPAIRS AND SEALING ON FIESE ROAD

OLD BUSINESS

1. **Bill #25-36** (Read one time only on 8-6-25)

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO ACCEPT THE PROPOSAL FROM SCHARF CONSTRUCTION CO., LLC FOR SNOW AND ICE REMOVAL SERVICES FOR THE WINTER SEASON OF 2025-2026.

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 7:15 p.m. The meeting was opened with the Pledge of Allegiance followed by a moment of silence.

Present at roll call were Mayor Widaman, Aldermen Detweiler, Gittemeier, Johnson, Nay, Waters and Wilson. Also present were City Clerk Kim Clark, City Administrator Cathy Pratt, City Engineer Matt Davidson and City Attorney John Young.

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

CONSENT AGENDA

1. Expenditures for Approval – 08-06-25 - \$223,836.19
2. Treasurer’s Report as of June 30, 2025
3. Financial Statements for the year ended December 31, 2024
4. Appointment to Planning & Zoning Commission – Mike Moehlenkamp

City Clerk Kim Clark was presented with a plaque for her twenty years of service.

PUBLIC COMMENT – The following individual was in attendance to speak:

Amie Dienoff

NEW BUSINESS

A motion was made by Alderman Johnson, seconded by Alderman Gittemeier to read Bill #25-35 for the first time by title only. Motion passed unanimously.

Bill #25-35

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI ESTABLISHING A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST FOR CERTAIN MUNICIPAL OFFICIALS

A motion was made by Alderman Johnson, seconded by Alderman Wilson to read Bill #25-35 for the second time by title only. Motion passed unanimously.

A motion was made by Alderman Johnson, seconded by Alderman Wilson to put Bill #25-35 to final vote. Roll call was as follows:

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

Mayor Widaman declared Bill #25-35 passed and designated it to be Ordinance #2372.

A motion was made by Alderman Johnson, seconded by Alderman Gittemeier to read Bill #25-36 for the first time by title only. Motion passed unanimously.

Bill #25-36

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO ACCEPT THE PROPOSAL FROM SCHARF CONSTRUCTION CO., LLC FOR SNOW AND ICE REMOVAL SERVICES FOR THE WINTER SEASON OF 2025-2026.

A motion was made by Alderman Gittemeier, seconded by Alderman Wilson to read Bill #25-37 for the first time by title only. Motion passed unanimously.

Bill #25-37

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROGRAM AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR THE WELDON SPRING ROAD PROJECT STBG-5407(623).

A motion was made by Alderman Johnson, seconded by Alderman Wilson to read Bill #25-37 for the second time by title only. Motion passed unanimously.

A motion was made by Alderman Johnson, seconded by Alderman Wilson to put Bill #25-37 to final vote. Roll call was as follows:

Alderman Wilson – Aye	Alderman Detweiler – Aye
Alderman Waters – Aye	Alderman Gittemeier – Aye
Alderman Johnson – Aye	Alderman Nay - Aye

Mayor Widaman declared Bill #25-37 passed and designated it to be Ordinance #2373.

OFFICER & STAFF COMMUNICATIONS

City Administrator Pratt addressed a public comment regarding reaching out to the City of O'Fallon related to snow removal services. She mentioned there were discussions with the larger cities and they had no interest. She also felt we would be second to their citizens and she wanted our citizens to be first.

She offered her appreciation to Mr. Dienoff for his information related to the MODOT right of ways.

Alderman Wilson thanked city staff for all their assistance. He also thanked everyone for the success of the back to school fair.

Alderman Detweiler thanked the city engineer for getting the crosswalk restriped in the Lewis and Clark subdivision.

Mayor Widaman mentioned the success of the back to school fair and thanked staff and Alderman Wilson for his vision and leadership. He mentioned the hiring of the new IT manager marks a strategic shift in how we support our residents and manage day-to-day operations. Rose will be focusing on everything from IT systems to communications whether it's social media, email, text alerts, or other digital platforms to unify the communications strategy, improve transparency, and strengthen engagement with residents. He asked her to prepare a 90-day assessment of where we stand, where

we're headed, and how we can get there. He asked for everyone's patience and cooperation as these changes roll out. Mayor Widaman thanked City Clerk Clark for her twenty years of service. He also thanked everyone for coming out, Mr. Dienoff for his comments and the St. Charles County police for their attendance at the meeting.

ADJOURNMENT

A motion was made by Alderman Gittemeier, seconded by Alderman Wilson to adjourn the meeting at 7:43 p.m. Motion passed unanimously.

Respectfully submitted,

Kim Clark, City Clerk

The City of Dardenne Prairie Work Session was called to order at 6:02 p.m.

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

The following were in attendance: Mayor Widaman, Aldermen Detweiler, Gittemeier, Johnson, Nay, Waters and Wilson. Also present were City Clerk Kim Clark, City Administrator Cathy Pratt, City Engineer Matt Davidson and City Attorney John Young.

The meeting was opened with the Pledge of Allegiance.

ITEMS FOR DISCUSSION AND CONSIDERATION

1. Presentation of the Financial Statements for the year ended December 31, 2024
2. RBA – Recognition of Richard Sheets (Wilson & Johnson)
3. RBA – Office & Board Room Furniture (Mayor Widaman)

A motion was made by Alderman Gittemeier, seconded by Alderman Detweiler to approve moving forward with acquiring the furniture per the Request for Board Action. Motion passed unanimously.

4. RBA – Snow & Ice Removal Services (Davidson)
5. Report – Economic Viability of Community Recreation Centers (Pratt)
6. Review of 08-06-25 Board of Aldermen agenda

STAFF COMMUNICATIONS

City Engineer Matt Davidson mentioned the following:

The City is moving forward with a contract with TransMap Corporation to complete a right-of-way asset inventory which will include features such as signs, sidewalks, curb ramps, pavement markings, and other visible infrastructure assets.

An intergovernmental agreement with the City of O'Fallon will be presented at the next Board meeting for trail maintenance on Feise Road, with costs not to exceed \$6,000.

He is requesting two readings of the bill for the Surface Transportation Block Grant through the East-West Gateway Council of Governments for the Weldon Spring Improvement Project.

He discussed the ongoing issue of mowing along MoDOT right-of-ways and provided a map showing the areas of concern.

A motion was made by Alderman Detweiler, seconded by Aldermen Gittemeier to approve city staff to proactively maintain MoDOT right-of-ways as needed until a formal agreement is reached with MoDOT regarding long-term maintenance. Motion passed unanimously.

The Town Square Avenue project will begin Friday, with mainline paving scheduled for Monday and Tuesday.

MoDOT will close Technology Road beginning August 11th, with the closure expected to last through the end of 2025. Staff have coordinated with MoDOT representatives to minimize impacts and have documented current road conditions with video in case of future damage claims from increased traffic. MoDOT has committed to additional signage and on-site inspectors to discourage cut-through traffic.

A change order for the Stoneybrook culvert project will be forthcoming for drainage easements.

WORK SESSION SUMMARY

AUGUST 6, 2025

City Administrator Cathy Pratt mentioned the following:

Rose Maresca started as the IT Manager on Monday, and she is very excited about having her onboard.

She mentioned the cost of no parking, no stopping, no standing signs in the Lewis and Clark subdivision will be under \$300.00. They have been ordered and will be installed as soon as they have been received. She also mentioned the parking fines are \$82.00. The public hearing scheduled for 2108 & 2128 Bates Road rezoning will be postponed until September 10th due to the applicant failing to provide all the necessary information including notice to the property owners within 300 feet.

Alderman Waters mentioned the weeds and grass in the Dragonstone subdivision.

ADJOURNMENT

A motion was made by Alderman Gittemeier, seconded by Alderman Johnson to adjourn the meeting at 7:04 p.m. Motion passed unanimously.

Respectfully submitted,

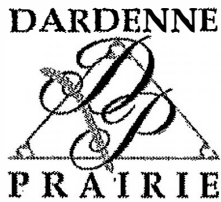
Kim Clark, City Clerk

**EXPENDITURES FOR APPROVAL
8/20/2025**

1 Advanced Turf Solutions	Baseball Field Supplies	250.00
2 AFLAC	July & August, 2025	574.08
3 HR Green	Stump Road Pay Application #36	383.82
4 Info-Tech	Engineering Software	2,250.00
5 LAGERS	July, 2025	6,378.46
6 Oates Associates, Inc.	Stoneybrook Culvert	5,500.00
7 Parks: Luke Queen Band	9/27 Performance	900.00
8 Parks: O'Fallon Sewer Service	9/27 Portable Toilet Rentals	360.00
9 Parks: That 80's Band	9/27 Performance	3,000.00
10 Payroll	08-15-25 Payroll	40,590.26
11 Rafael Saloma Gonzalez	Interpreter for Court	345.60
12 St. Lukes Workplace Health	New Employee Screening	52.00
13 The Prairie Encore	Prairie Encore: Escrow Release	17,762.50
14 Traffic Control Company	Street signs	846.92
15 UMB Bank, NA	August, 2025 TDD Sales Tax Payment	52,797.84
16 Weis Design Group	Engineering: July, 2025	19,628.37
		151,619.85

Approved by Board of Aldermen 8/20/25

Mayor Keith Widaman



City Engineer
Phone 636.755.5320
CityEngineer@DardennePrairie.org

City Hall
2032 Hanley Road
Dardenne Prairie, MO 63386
Phone 636.561.1718

August 14th, 2025

Mayor and Board of Aldermen
City of Dardenne Prairie
2032 Hanley Road
Dardenne Prairie, MO 63368

Subject: Partial Escrow Release – Site Improvements
Prairie Encore 972260

Mayor and Board of Aldermen:

Per the request of Nathan Wever, staff has inspected the improvements on Thursday August 14th and recommends the partial release of the escrow (Deposit Agreement) established via Ordinance #2285 and held as a Construction Deposit for the subject project in the amount of **\$407,277.20** from the original letter of credit amount of \$1,347,904.80. The remaining balance for the Construction Deposit is \$78,385.30.

If you have any questions, please contact me.

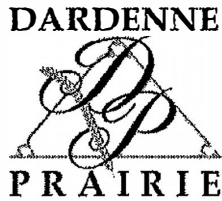
Respectfully,

A handwritten signature in black ink that reads "Matt Davidson".

Matthew Davidson
2025.08.14
15:31:57-05'00'

Matthew W. Davidson, P.E.
City Engineer

cc: Cathy Pratt, City Administrator
Keith Widaman, Mayor
Kim Clark, City Clerk



City Engineer
Phone 636.755.5320
CityEngineer@DardennePrairie.org

City Hall
2032 Hanley Road
Dardenne Prairie, MO 63386
Phone 636.561.1718

EXHIBIT D
TO LETTER OF CREDIT
FORM OF REDUCTION CERTIFICATE

August 20th, 2025


HNB National Bank
222 Georgia Street
Louisiana, MO 63353
Attention: R. Dane Omohundro

LETTER OF CREDIT NUMBER: 1004952
IN ORIGINAL AMOUNT OF: \$1,347,904.80
For The Prairie Encore (the "Site")

Gentlemen,

This certificate authorizes reduction in the amount of \$407,277.20
of the above Letter of Credit. The remaining maximum available credit for this Letter of Credit is
\$78,385.30.

CITY OF DARDENNE PRAIRIE, MISSOURI

By  Matthew Davidson
2025.08.14 16:17:05-05'00'
City Engineer



City Engineer
Phone 636.755.5320
CityEngineer@DardennePrairie.org

City Hall
2032 Hanley Road
Dardenne Prairie, MO 63386
Phone 636.561.1718

August 14th, 2025

Mayor and Board of Aldermen
City of Dardenne Prairie
2032 Hanley Road
Dardenne Prairie, MO 63368

Subject: Partial Escrow Release – Land Disturbance Improvements
Prairie Encore 972260

Mayor and Board of Aldermen:

Per the request of Nathan Wever, staff has inspected the improvements on Thursday August 14th and recommends the partial release of the escrow (Deposit Agreement) established via Ordinance #2275 and held as a Construction Deposit for the subject project in the amount of **\$17,762.50** from the original letter of credit amount of \$35,525.00. The remaining balance for the Construction Deposit is \$17,762.50.

If you have any questions, please contact me.

Respectfully,

Matthew Davidson
2025.08.14 15:31:37-05'00'

Matthew W. Davidson, P.E.
City Engineer

cc: Cathy Pratt, City Administrator
Keith Widaman, Mayor
Kim Clark, City Clerk

DARDENNE



City Engineer
Phone 636.755.5320
CityEngineer@DardennePrairie.org

City Hall
2032 Hanley Road
Dardenne Prairie, MO 63386
Phone 636.561.1718

August 14th, 2025

Mayor and Board of Aldermen
City of Dardenne Prairie
2032 Hanley Road
Dardenne Prairie, MO 63368

Subject: Full Escrow Release – ROW Improvements
Prairie Encore 972260

Mayor and Board of Aldermen:

Per the request of Nathan Wever, staff has inspected the improvements on Thursday August 14th and recommends the full release of the escrow (Deposit Agreement) established via Ordinance #2294 and held as a Construction Deposit for the subject project in the amount of **\$215,801.25** from the original letter of credit amount of \$215,801.25. The remaining balance for the Construction Deposit is \$0.00.

If you have any questions, please contact me.

Respectfully,



Matthew Davidson
2025.08.14
15:32:10-05'00'

Matthew W. Davidson, P.E.
City Engineer

cc: Cathy Pratt, City Administrator
Keith Widaman, Mayor
Kim Clark, City Clerk



City Engineer
Phone 636.755.5320
CityEngineer@DardennePrairie.org

City Hall
2032 Hanley Road
Dardenne Prairie, MO 63386
Phone 636.561.1718

EXHIBIT D
TO LETTER OF CREDIT
FORM OF REDUCTION CERTIFICATE

August 14th, 2025

HNB National Bank
222 Georgia Street
Louisiana, MO 63353
Attention: R. Dane Omohundro

LETTER OF CREDIT NUMBER: 1004980
IN ORIGINAL AMOUNT OF: \$215,801.25
For The Prairie Encore (the "Site")

Gentlemen,

This certificate authorizes reduction in the amount of \$215,801.25
of the above Letter of Credit. The remaining maximum available credit for this Letter of Credit is
\$0.00.

CITY OF DARDENNE PRAIRIE, MISSOURI


By  Matthew Davidson
2025.08.14 16:20:39-05'00'
City Engineer

EXHIBIT A

RBA FORM (OFFICE USE ONLY)

MEETING DATE: 8/20/2025

Regular (X) Work Session ()

ATTACHMENT: YES (X) NO ()

Contract () Ordinance () Other (X)

Request for Board Action
By: Staff

Ward _____

• **Description:**

Change Order 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 Stoney Brook Culverts project requires a change order to address additional work identified during construction. The existing box culverts were found to be situated outside of established drainage easements. This change order provides for the preparation of easement exhibits and related work to formally secure the necessary drainage easements.

The change order amount is \$7,500.00, increasing the total contract amount from \$21,000.00 to \$28,500.00. This work is necessary to ensure long-term maintenance and legal protection of the city's drainage infrastructure.

Staff recommends approval of Change Order No. 1 to Oates Associates in the amount of \$7,500.00.

• **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: \$129,000.00

2025 Budget Requested: \$ 7,500.00

RBA requested by: Matthew Davidson

Date: 8/15/2025



July 14, 2025

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

Re: Stoney Brook Culvert Replacement
OA Project No. 225087
Modification #1 (Easement and Front-End Bid Documents)

Dear Mr. Davidson:

This letter will serve to modify our agreement dated June 6, 2025 (hereinafter referred to as the Original Agreement), and authorizes additional surveying services and costs associated with changes in the scope of work. These additional services are requested to prepare easement legal descriptions and exhibits.

Scope: Our Additional Services include preparing six easement legal descriptions and easement exhibits for storm sewer outside of right of way; the actual easement deeds will be completed by the City. Services also include preparing front-end bid documents utilizing MoDOT's Project Bid Proposal Boilerplate and related template documents.

Schedule: Deliverables will be submitted within three weeks of approval.

Estimated Cost: You agree to pay us a lump sum of \$7,500 for these Additional Services. Upon approval of these Additional Services, the total contract will increase from \$21,000 to \$28,500.

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: _____

**EXHIBIT A
GENERAL CONDITIONS**

HOURLY RATE SCHEDULE

Principal Engineer	250.00
Senior Professional II	240.00
Senior Professional I	225.00
Professional IV	205.00
Professional III	190.00
Professional II	165.00
Professional I	140.00
Junior Professional II	125.00
Junior Professional	110.00
Technician III	165.00
Technician II	135.00
Technician I	105.00
Technician	80.00
Technician Intern	70.00
Administrative	85.00

The above hourly rates are effective as of July 1, 2025 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.

EXHIBIT A

GENERAL CONDITIONS

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 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 plans.

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 gases 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.

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE,
MISSOURI, APPROVING A RECORD PLAT FOR THE
DEVELOPMENT COMMONLY KNOWN AS DARDENNE
VIEW APARTMENTS LOCATED ALONG TECHNOLOGY
DRIVE IN THE CITY**

WHEREAS, on June 21, 2023, pursuant to Ordinance No. 2254, the Board of Aldermen for the City of Dardenne Prairie, Missouri (the "City"), approved an Area Plan and the rezoning of land for a Planned Unit Development ("P.U.D.") located near Technology Drive in the City (the "Dardenne View Apartments"); and

WHEREAS, on January 8, 2025, pursuant to Ordinance No. 2335, the City approved an amended Area Plan for the Dardenne View Apartments; and

WHEREAS, on January 22, 2025, pursuant to Ordinance No. 2340, the City approved the Amended PUD Final Plan for the Dardenne View Apartments, and reapproved the same on June 18, 2025, via Ordinance No. 2368; and

WHEREAS, on July 8, 2025, Bax Engineering Co., a Missouri corporation, submitted a Record Plat for approval (the "Record Plat"); and

WHEREAS, the Board of Aldermen referred the Record Plat to the Planning and Zoning Commission for the City (the "Commission") and on August 14, 2025, the Commission recommended approval of said Record Plat with conditions.

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

SECTION 1. Record Plat Approval. That upon review, first by the Planning and Zoning Commission and then the Board of Aldermen of the City of Dardenne Prairie, Missouri, the City of Dardenne Prairie, Missouri, does hereby approve the Record Plat for the Dardenne View Apartments, prepared by Bax Engineering Co., a Missouri corporation, dated June 26, 2025, referencing Project No. 24-19350 (the "Record Plat"), which Record Plat is on file in the office of the City Clerk and is incorporated by reference herein, subject to compliance with all of the conditions herein.

SECTION 2. Conditions for Approval.

1. Improvement Plans associated with the Dardenne View Apartments shall be submitted to and approved by the City.
2. The detention basins used by Dardenne View Apartments, whether located on the same property or directly adjacent property, shall be brought into compliance with the requirements of the Municipal Code of the City of Dardenne Prairie, Missouri.

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

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

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

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

[The remainder of this page is intentionally left blank]

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

BILL NO. 25-39

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI,
AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN
INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE
CITY OF O'FALLON, MISSOURI, FOR ASPHALT PATH REPAIRS AND
SEALING ON FIESE ROAD**

WHEREAS, the City of Dardenne Prairie, Missouri, and the City of O'Fallon, Missouri, are adjoining municipalities sharing jurisdictional boundaries, including portions of Fiese Road and the adjoining pedestrian path; and

WHEREAS, the Fiese Road asphalt path is in need of minor asphalt repairs and sealing; and

WHEREAS, the City of O'Fallon has bid and executed a contract for its annual crack seal program, which includes asphalt path repairs and sealing on Fiese Road; and

WHEREAS, the City of Dardenne Prairie desires to include asphalt path repairs and sealing within its municipal limits as part of O'Fallon's existing contract, as identified in Exhibit A of the Intergovernmental Cooperation Agreement; and

WHEREAS, Section 70.220 and 70.230, RSMo., as amended, authorize municipalities to contract and cooperate with another municipality for the planning, development, or construction of any public improvement; and

WHEREAS, the Board of Aldermen of the City of Dardenne Prairie finds and determines that entering into the Intergovernmental Cooperation Agreement with the City of O'Fallon for the repairs and sealing of the Fiese Road asphalt path is in the best interests of the City and its residents;

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

SECTION 1. That the form, terms, and provisions of the Intergovernmental Cooperation Agreement by and between the City of O'Fallon, Missouri and the City of Dardenne Prairie, Missouri, attached hereto, marked as **Exhibit A**, and incorporated by reference herein, 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 Intergovernmental Cooperation Agreement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Intergovernmental Cooperation Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Intergovernmental Cooperation Agreement and this Ordinance.

SECTION 2. That the City Administrator is hereby further authorized and directed, on behalf of and in the name of the City, to agree to do any and all other acts and things and to execute and deliver any and all other documents, instruments and certificates, all as may be necessary and appropriate to consummate the above mentioned Intergovernmental Cooperation Agreement, and to perform all of the terms, provisions and conditions of the Intergovernmental Cooperation Agreement. Any and all acts which the City Administrator may do or perform in conformance with the powers conferred upon them by this Ordinance are hereby expressly authorized, approved, ratified and confirmed.

SECTION 3. Severability Clause: If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

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

SECTION 5. Savings: 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.

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

Mayor

Attest:

City Clerk

Approved this _____ day of _____, 2025.

Mayor

Attest:

City Clerk

Exhibit A

INTERGOVERNMENTAL COOPERATION AGREEMENT

This Intergovernmental Cooperation Agreement is entered into this ____ day of _____, 2025, by and between the City of O'Fallon, Missouri, ("O'Fallon") and the City of Dardenne Prairie, Missouri, ("Dardenne Prairie"), two municipal corporations and political subdivisions of the State of Missouri (collectively: "the Cities" or "the parties") located in St. Charles County.

WHEREAS, O'Fallon and Dardenne Prairie are adjoining cities which share many common boundary points; and

WHEREAS, Fiese Road and the adjoining path is bisected by a common boundary line creating a roadway and adjacent pedestrian facilities with split ownership as identified in Exhibit A; and

WHEREAS, Feise Road asphalt path is in need of minor asphalt repairs and sealing; and

WHEREAS, O'Fallon, in accordance with law, has caused contract documents to be prepared and an advertisement calling for bids to be published, for and in connection with O'Fallon's annual crackseal program; and

WHEREAS, O'Fallon has executed the contract for the annual crackseal program which includes asphalt path repairs and asphalt path sealing on Feise Road. ("the Project"); and

WHEREAS, Dardenne Prairie desires to include asphalt path repairs and asphalt path sealing on Feise Road with the O'Fallon Contract at the limits shown on Exhibit A; and

WHEREAS, the Cities are authorized by Sec. 70.220, RSMo., Supp 2010, to contract and cooperate with each other and their officials for the planning, development, construction, acquisition, or operation of any facility, or for a common service, when, as here, the subject and purposes of any such contract or cooperative action shall be within the scope of the powers of each City; and

WHEREAS, the governing body of each City, by its approval and authorization of this Agreement, hereby finds, determines and declares that the arrangements and terms of cooperative action hereinafter set forth respect and properly retain the sovereignty of each City within its jurisdiction and territorial limits in accord with Sec. 70.270, RSMo. 2010;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises hereinafter set forth, the adequacy and sufficiency of which consideration is hereby acknowledged by each party, it is hereby agreed by and between O'Fallon and Dardenne Prairie as follows:

O'Fallon shall administer project management and inspections services for the project.

The Cities shall be responsible for the cost of work performed within each City's limits as shown on Exhibit A.

Dardenne Prairie shall deposit to O'Fallon the full amount of estimated work proposed within Dardenne Prairie limits within 60 days of execution of this contract.

The estimated proposed work within Dardenne Prairie limits is Six Thousand dollars and zero cents **(\$6,000.00)**.

Should the final cost of the work be less than the estimate, O'Fallon will issue a refund to Dardenne Prairie for the remaining amount.

Should the final cost of the work be more than the estimate, O'Fallon will prepare a detailed invoice for the additional expenses from Dardenne Prairie.

In the event that the City of O'Fallon terminates this agreement, the City of Dardenne Prairie may at its sole discretion complete improvements within their limits, and any funds deposited by Dardenne Prairie and not used toward the project shall be returned to Dardenne Prairie.

In the event that the City of Dardenne Prairie terminates this agreement, the City of O'Fallon may at its sole discretion complete improvements within their limits, and any funds deposited by Dardenne Prairie and not used toward the project shall be returned to Dardenne Prairie.

[REMAINDER OF PAGE INTENTIONAL LEFT BLANK]

IN WITNESS WHEREOF, the parties have entered into this Intergovernmental Cooperation Agreement, in the prescribed form and manner, effective as of the day and year of the signature of the last party to execute the Agreement.

Executed by the City of O'Fallon this _____ day of _____, 2025

Executed by the City of Dardenne Prairie this _____ day of _____, 2025

CITY OF DARDENNE PRAIRIE, MISSOURI

CITY OF O'FALLON, MISSOURI

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

[Seal]

[Seal]

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____

By: _____

Title: _____

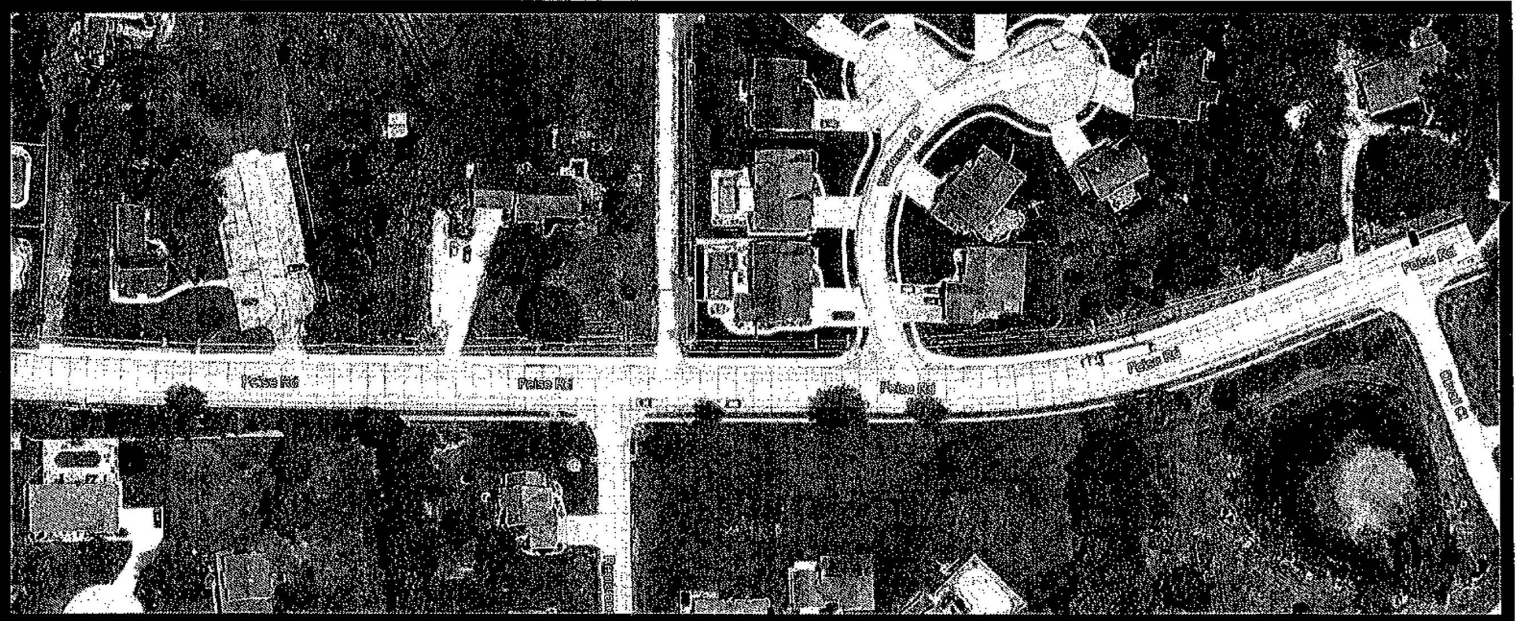
Title: _____

ORDINANCE NO.: _____

ORDINANCE NO.: _____

Exhibit A - Feise Road, Asphalt Path: Dardenne Prairie Estimated Cost & Quantity

Overhead:



Dardenne Prairie Portion: _____

City of O'Fallon: _____

Bid Tabulation: Dardenne Prairie

LINE ITEM	ITEM/DESCRIPTION	UNITS	DARDENNE PRAIRIE ESTIMATED QUANTITY	UNIT PRICE	DARDENNE PRAIRIE COST
4	ASPHALT PATH SEALING	SY	1,144.80	\$1.49	\$1,705.75
6	2" FULL WIDTH MILLING	SY	193.00	\$2.25	\$434.25
7	2" ST LOUIS COUNTY TYPE C ASPHALT	SY	193.00	\$20.00	\$3,860.00
TOTAL:					\$6,000.00

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO ACCEPT THE PROPOSAL FROM SCHARF CONSTRUCTION CO., LLC FOR SNOW AND ICE REMOVAL SERVICES FOR THE WINTER SEASON OF 2025-2026.

WHEREAS, the City of Dardenne Prairie solicited proposals for snow plowing and ice removal services for the 2025–2026 winter season; and

WHEREAS, St. Charles County previously provided snow and ice removal services to the City on an as-needed basis, but due to reduced capacity the County is no longer able to provide those services, requiring the City to secure a dedicated contractor for the 2025–2026 winter season; and

WHEREAS, the City solicited proposals for snow and ice removal services from twenty-six companies and received one proposal from Scharf Construction in response to the RFP; and

WHEREAS, although only one proposal was received, the proposal submitted by Scharf Construction is responsive, the unit pricing is consistent with and competitive to rates paid by other local municipalities for similar services, and Scharf Construction has demonstrated the capacity and ability to perform the required services; and

WHEREAS, the Board of Aldermen finds and determines that it is in the best interest of the City to accept the proposal from Scharf Construction;

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

SECTION 1. That the form, terms, and provisions of the Proposal attached hereto, marked as **Exhibit A**, and incorporated by reference herein, submitted by Scharf Construction Co., LLC be and they hereby are approved and the City Administrator is 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 2. That the City Administrator be and is 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 **Exhibit A**.

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

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

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

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

Mayor

Attest:

City Clerk

Approved this _____ day of _____, 2025.

Mayor

Attest:

City Clerk

Appendix A: Proposal Form

The following pricing table must be completed in full. All pricing must include operator, equipment, fuel, insurance, and overhead. Rates should be based on typical snow event conditions unless otherwise noted. Additional charges outside of these rates will not be accepted unless pre-approved in writing by the City.

The flat seasonal Rate includes all snows up to 8" Total

Service Description	Unit	Quantity Available	Rate (\$)	Notes
2 1/2-ton dump truck with salt spreader	Per hour			Includes operator, fuel, maintenance
2-ton dump truck with salt spreader	Per hour	2	\$210 ⁰⁰	Includes operator, fuel, maintenance
1-ton dump truck with salt spreader	Per hour	1	\$170 ⁰⁰	Includes operator, fuel, maintenance
2 1/2-ton dump truck with plow	Per hour			Includes operator, fuel, maintenance
2-ton dump truck with plow	Per hour	2	\$210 ⁰⁰	Includes operator, fuel, maintenance
1-ton dump truck with plow	Per hour	1	\$170 ⁰⁰	Includes operator, fuel, maintenance
Loader (for cul-de-sacs or snow stacking)	Per hour	2	\$230 ⁰⁰	Includes operator, fuel, maintenance
Sidewalk or trail clearing	Per hour			Optional service
Application of salt (Contractor-supplied)	Per ton		\$550 ⁰⁰	Include cost of material and application
Pre-treatment (brine or liquid calcium)	Per gallon		\$25 ⁰⁰	Specify material used
Snow removal & hauling off-site	Per cubic yard		\$140 ⁰⁰	Include trucking, loading, disposal
Emergency call-out (outside normal hours)	Per hour		\$500 ⁰⁰	After-hours response (<2 hr notice)
Flat seasonal rate (optional bid)	Per season	N/A	\$250,000 ⁰⁰	Covers all events under 12 inches
Other equipment (specify)	Per hour			Contractor must describe equipment
Other equipment (specify)	Per hour			Contractor must describe equipment
Other equipment (specify)	Per hour			Contractor must describe equipment
Additional service rate (by request)	Per hour/event			For special projects or unforeseen needs

Signature: *Rick Schmitt*
RICK SCHMITT

Date: 7-10-25
RICK @ SCHMITT.CO.MI
314-280-4800