



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

**BOARD OF ALDERMEN
AGENDA
MAY 20, 2026
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. Temporary Use Permit for Carnival – Immaculate Conception Catholic Church Dardenne for the dates of June 5, 6 and 7, 2026
2. Confirmation of Reappointment of Directors to the Encore CID
3. Partial Escrow Release regarding Land Disturbance Improvements for Condos at Town Center
4. Fireworks Stand - Knights of Columbus located at 2199 Post Road
5. Board of Aldermen Work Session Minutes – 05 06 26
6. Board of Aldermen Regular Session Minutes – 05 06 26
7. Expenditures Report dated - 05 20 26
8. Treasurers Report dated - 04 30 26

ITEMS REMOVED FROM CONSENT AGENDA

PUBLIC COMMENT

PUBLIC HEARING

1. BLUONX DEVELOPMENT, LLC IS REQUESTING A REZONING OF 6.89 ACRES FROM R-1A TO R-1D WITH A PLANNED UNIT DEVELOPMENT WITH AN AREA PLAN FOR A 25 UNIT, SINGLE FAMILY RESIDENTIAL DEVELOPMENT LOCATED AT 2108 AND 2128 BATES ROAD
2. MISSOURI SIDING IS REQUESTING A REZONING FROM R-1B TO C-1 FOR 2355 POST ROAD



3. PROPOSED AMENDMENTS TO SECTIONS 405.175 AND 405.180 OF THE MUNICIPAL CODE, INCLUDING BUT NOT LIMITED TO REVISIONS TO THE “R-M” MULTIPLE-FAMILY RESIDENTIAL DISTRICT REGULATIONS RELATED TO PERMITTED AND CONDITIONAL USES, DENSITY, MINIMUM LOT SIZE, BUILDING HEIGHT, YARD AND SETBACK REQUIREMENTS, ARCHITECTURAL STANDARDS, AND RELATED DEVELOPMENT REGULATIONS. ADDITIONAL AMENDMENTS TO THE “C-1” LOCAL COMMERCIAL DISTRICT TO ADDRESS THE ALLOWANCE OF SINGLE-FAMILY AND MULTIPLE-FAMILY DWELLINGS THROUGH A PLANNED UNIT DEVELOPMENT (PUD) PROCESS AND ASSOCIATED DENSITY PROVISIONS.

NEW BUSINESS

1. **Bill No. 26-21**
AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, APPROVING THE REZONING OF CERTAIN REAL PROPERTY LOCATED AT 2108 AND 2128 BATES ROAD, FROM “R-1A,” SINGLE-FAMILY RESIDENTIAL DISTRICT, TO “R-1D,” SINGLE-FAMILY RESIDENTIAL DISTRICT, PLANNED UNIT DEVELOPMENT (P.U.D.); AND APPROVING AN AREA PLAN WITH CONDITIONS FOR THE SAME
2. **Bill No. 26-22**
AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, APPROVING A REZONING REQUEST FOR 2355 POST ROAD FROM “R-1B” SINGLE-FAMILY RESIDENTIAL DISTRICT, TO “C-1” LOCAL COMMERCIAL DISTRICT
3. **Bill No. 26-23**
AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AMENDING VARIOUS PROVISIONS OF SECTIONS 450.175 AND 405.180 REGARDING MULTIPLE-FAMILY DWELLINGS
4. **Bill No. 26-24**
AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE SECOND AMENDED INTERGOVERNMENTAL AGREEMENT FOR THE MANAGEMENT OF THE GATEWAY GREEN LIGHT PROGRAM - ST. CHARLES COUNTY
5. **Bill No. 26-25**
AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE A DEPOSIT AGREEMENT GUARANTEEING TREE PRESERVATION AND REFORESTATION IMPROVEMENTS WITH CASH BY AND BETWEEN THE CITY AND CONDOS AT TOWN CENTER, INC., FOR THE CONDOS AT TOWN CENTER DEVELOPMENT.
6. **Bill No. 26-26**



AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A JANITORIAL AND CLEANING SERVICES CONTRACT BY AND BETWEEN THE CITY OF DARDENNE PRAIRIE, MISSOURI AND GREEN CLEAN CLEANING SERVICE LLC D/B/A GREEN CLEAN COMMERCIAL FOR CLEANING SERVICES AT CITY HALL.

7. Bill No. 26-27

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE AN AGREEMENT BY AND BETWEEN ST. CHARLES COUNTY AND THE CITY OF DARDENNE PRAIRIE FOR USE OF ST. CHARLES COUNTY TRANSPORTATION SALES TAX FUNDS FOR WELDON SPRING ROAD PHASE 1

8. Bill No. 26-28

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE AN AGREEMENT BY AND BETWEEN ST. CHARLES COUNTY AND THE CITY OF DARDENNE PRAIRIE FOR USE OF ST. CHARLES COUNTY TRANSPORTATION SALES TAX FUNDS FOR BATES ROAD IMPROVEMENTS PHASE 1

9. Bill No. 26-29

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE AN AGREEMENT BY AND BETWEEN ST. CHARLES COUNTY AND THE CITY OF DARDENNE PRAIRIE FOR USE OF ST. CHARLES COUNTY TRANSPORTATION SALES TAX FUNDS FOR CITY-WIDE SAFE ROUTES TO SCHOOL

10. Bill No. 26-30

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE A PROFESSIONAL SERVICES CONTRACT BY AND BETWEEN THE CITY AND HORNER & SHIFRIN, INC. FOR ENGINEERING SERVICES RELATED TO THE WELDON SPRING ROAD PHASE 1 IMPROVEMENT PROJECT, STBG-5407(623)

OLD BUSINESS

1. Bill No. 26-20

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI AMENDING THE MUNICIPAL CODE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, BY DELETING SECTION 400.020 OF THE MUNICIPAL CODE IN ITS ENTIRETY; ENACTING IN LIEU THEREOF A NEW SECTION 400.020 AND PROVIDING FOR THE COMPENSATION OF MEMBERS OF THE PLANNING AND ZONING COMMISSION



CITY OF DARDENNE PRAIRIE
2032 HANLEY ROAD
DARDENNE PRAIRIE MO 63368

BOARD OF ALDERMEN
AGENDA
MAY 20, 2026

OFFICER & STAFF COMMUNICATIONS

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

ADJOURNMENT



TEMPORARY USE PERMIT APPLICATION

CITY OF DARDENNE PRAIRIE, MISSOURI

www.DardennePrairie.org

To the Mayor of Dardenne Prairie:

I/We request permission for the following land use:

Temporary Retail Sales* Contractor's Office/Shed* Seasonal Sales* Carnival/Circus

Mobile home (due to disaster)*

Real Estate Office (incidental to a new housing development)

* Cost of land use improvements

Description of land use: Church of Dardenne
Immaculate Conception Catholic

Parish Picnic June 5th, 6th and 7th 2026

Location of temporary land use:

June 5, 2026

Based on good weather conditions, this land use will commence on and will continue for approximately days 3 (date)

The permit application fee of \$ has been paid.

A cash deposit or bond in the amount of \$ has been placed with the City**.

The Mayor, with approval by the Board of Aldermen, is authorized to issue or deny a permit for a temporary use within any zoning district provided it meets the requirements of Section 405.430 of the Municipal Code and does not create a concern regarding health, safety, traffic and the general welfare. The permit may be issued for a specified period of time and shall contain provisions regarding health, safety, traffic and the general welfare. The Mayor and Board of Aldermen may require such assurances or guarantees of compliance with conditions as are reasonable and appropriate under the circumstances.

Existing drainage directions and patterns shall be maintained. All necessary siltation control measures shall be installed to prevent material from disturbed areas being deposited into storm sewers and/or onto adjacent properties pursuant to Section 410.080 of the Municipal Code.

* Attach a concept plan or site plan for the site drawn to scale depicting the proposed temporary land use and its relation to adjacent properties, utilities and streets and include proposed building(s), parking areas, utilities and sidewalks with significant dimensions were appropriate to clarify the plan for review and approval by the City Engineer.

** If required by the Board of Aldermen. The applicant has 2 years from the date this permit is issued to request a refund of

*5/14/26
Authorize to waive
the \$150 Permit Fee*

any cash deposited with the City of Dardenne Prairie, Missouri. After 2 years, all such cash deposits not used or refunded will be deemed relinquished to the City of Dardenne Prairie, Missouri.

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Msgr. Ted Wojcicki John Leger

OWNER APPLICANT

Authorized Signature Date Authorized Signature Date

Msgr. Ted Wojcicki John Leger Director of Administration

Printed Name Printed Name, Title

7701 Town Square Avenue 9 Delegate Circle

Street Address Street Address

Dardenne Prairie, MO 63368 O'fallon, Mo 63368

City/State/Zip Code City/State/Zip Code

636-561-6611 636-578-9336

Telephone Facsimile Telephone Facsimile

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

Complete application and submit with the non-refundable fee of \$150.00 to:

PLEASE WAIVE FEE PER KIM

City of Dardenne Prairie
2032 Hanley Road
Dardenne Prairie, MO 63368

For Office Use Only

Permit No.

Approved by the Board of Aldermen with the following conditions:

A Building Permit: is not required.

is required (Building Department - (636) 561-1718).

By:

Mayor Date

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Pursuant to the Municipal Code, temporary uses may only be granted under the following conditions:

1. **Temporary retail sales use.** If not already provided for as a permitted or conditional use by this Chapter, a temporary retail sales use shall be a temporary use in the nonresidential zoning districts of the City provided the use meets the criteria set forth in the Municipal Code.
 - a. Criteria for temporary retail sales uses. A temporary retail sales use may be conducted by the owner, tenant or lessee of any property located within a nonresidential zoning district provided the use meets the following criteria:
 - (1) The temporary retail sales use shall obtain a temporary use permit, as approved by the Board of Aldermen. In reviewing the temporary use permit application, the following criteria and standards shall apply:
 - (a) Sales of products, services or merchandise not otherwise permitted in this Code shall not be permitted;
 - (b) The temporary retail sales use shall not generate noise, vibration, glare, fumes, odors, or electrical interference beyond what normally occurs in the applicable zoning district;
 - (c) No more than one temporary retail sales use may operate at any given time on the same property;
 - (d) The same location on private property may not have located thereon a temporary retail sales use more than four (4) times within a calendar year. For the purposes of calculating the number of temporary retail sales uses located on a property within a calendar year only, the location of a fireworks stand or tent permitted pursuant to Section 405.430 B(8) of the Municipal Code on any such property shall be included as a temporary retail sales use;
 - (e) Adequate parking for the customers of the temporary retail sales use shall be provided in accordance with the Municipal Code and required spaces for the principal use of the property shall not be reduced;
 - (f) The temporary retail sales use shall be limited in duration by the purpose for which the permit is sought and as specified through the temporary use permit, but in no event shall such use be permitted for more than 120 days. Whether consecutively or in the aggregate, during any calendar year;
 - (g) A bond or other security agreement, in such amount to be determined by the City, as necessary, requiring and ensuring that the property be kept clean of all trash and debris, during and immediately after the temporary retail sales use must be posted with the City prior to the establishment of the use;
 - (h) Information on parking, traffic circulation, fire prevention, insurance vendors and health certificates where applicable shall be evaluated. If offsite parking is to be used, then written permission from the owner of the property on which parking is proposed must be provided;

- (i) A temporary retail sales use need not necessarily comply with the setback requirements of the applicable zoning district, provided, however, that no display will encroach within the required yard setback for any district by more than fifty percent (50%) and no building, structure, display or equipment shall be located outside of the sight triangle as shown on Figure 2 of this Chapter;
- (j) In issuing a temporary use permit, the Board of Aldermen may approve appropriate conditions and safeguards as are necessary to protect the public

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interest and ensure harmony with the intent and purpose of Section 405.430 of the Municipal Code. If an applicant fails to meet such conditions, if the use becomes a nuisance, or if any provision of this Code is violated by the use, the temporary use permit may be revoked by the Director of Community Development upon providing the applicant with written notice of the revocation. If the use endangers the public health or safety, then the Director of Community Development may revoke the permit immediately. The applicant may appeal the revocation of the temporary use permit to the Board of Aldermen in the manner provided in Section 405.430 D.3 of the Municipal Code; and

- (k) No temporary use permit authorizing a temporary retail sales use shall be transferable, assignable, or otherwise alienable, nor shall any such permit be granted authorizing a temporary retail sales use in a residential zoning district. Temporary retail sales uses shall be expressly prohibited in residential zoning districts.
- b. Application requirements. In conjunction with an application for a temporary use permit required pursuant to Section 405.430 D of the Municipal Code, an applicant for a temporary retail sales use must submit a concept plan indicating the following:
- (1) Building(s) outline and floor area;
 - (2) Parking areas and parking calculations;
 - (3) Curb cuts and cross access with adjacent parcels, if applicable;
 - (4) Site features including light standards, trash enclosures, fencing;
 - (5) General location of landscaping;
 - (6) Setback and appropriate yards;
 - (7) Boundary of the subject property;
 - (8) Adjacent or connecting streets and their names; and
 - (9) Other items as deemed necessary by the City Engineer, the Director of Community Development or the Board of Aldermen.

A site plan in compliance with Section 405.770 of the Municipal Code may be submitted in lieu of a concept plan.

- 2. **Contractor's office.** Contractor's office and equipment sheds (containing no sleeping or cooking accommodations) shall be permitted as an accessory use to a construction project and to continue only during the duration of construction of such project. Such use need not comply with yard and setback requirements of this Chapter.
- 3. **Real estate offices.** Real estate offices (containing no sleeping or cooking accommodations unless located in a display unit) incidental to a new housing development shall be permitted, but may continue only until the sale or lease of all dwelling units in the development. Such offices need to comply with the yard setback requirements.

4. **Seasonal sales.** Seasonal sale of farm products grown on the premises in an "R-IA" District shall be permitted. Structures incidental to such sale need not comply with the applicable front yard requirements, provided that no such structure shall be located outside of the sight triangle as shown on Figure 2 of this Chapter. All such structures shall be removed or moved back off of the street setback line at the end of the season during which they are used.

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5. **Carnivals and circuses.** A carnival or circus shall be permitted in "C-1" "C -2" or "I-1" zoning districts for a period that does not exceed one (1) week. Such use need not comply with the applicable yard setback requirements, provided that no structures or equipment shall encroach within the required yard setback for the district in which it is located by more than fifty percent (50%) and no structure or equipment shall be located outside of the sight triangle as shown on Figure 2 of this Chapter.
6. **Disasters.** A mobile home may be permitted as a temporary use for the purpose of providing a residential or non-residential structure following a disaster such as a fire, windstorm or flood as determined by the Mayor of the City of Dardenne Prairie, provided that the mobile home is located on three (3) acre minimum site and is located to minimize its impact on adjacent residential areas. Such mobile home shall be removed from its location within six (6) months after its original placement. However, the Mayor may extend the period six (6) additional months upon showing of good cause by the owner.
7. **Fireworks stands or tents.** Shall be permitted as a temporary use on property zoned "C-1" "C-2" or "I-1" or having a valid non-conforming commercial use in an area determined by a line drawn parallel to and one thousand six hundred (1,600) feet from the northern most right-of-way line of Missouri State Highway 40/Interstate 64 and a line drawn parallel to and one thousand six hundred (1,600) feet from the right-of-way line of that portion of Missouri Route N between Missouri State Highway 40/Interstate 64 to Post Road and is subject to the following conditions:
- a. Applications may be obtained from the City Clerk. Applications for temporary use permits for fireworks stands or tents must be accompanied by the following:
 - (1) A Site Plan drawn to scale showing all structures on the property, both permanent and temporary, parking areas, storage areas, etc. The Site Plan must indicate the dimensions of the property and the exact location of all structures including distances from property lines and between structures.
 - (2) A letter from the owner of the property on which the stand or tent is located, authorizing the operation of a fireworks stand or tent on the property, dated and notarized not earlier than sixty (60) days prior to the date of the application.
 - (3) A minimum of five (5) off-street parking spaces must be provided. These parking areas shall not be on vegetated areas that could present a fire hazard, i.e., dried grasses, weeds, etc.
 - b. One or more signs reading "Fireworks-No Smoking" shall be displayed at all places where fireworks are stored or sold, in lettering not less than four (4) inches in height. Additionally, sufficient exits shall be provided and so indicated with "EXIT" signs.
 - c. One fire extinguisher shall be provided within every fifty (50) feet of walking distance. The minimum weight for each fire extinguisher must be ten (10) pounds, and each fire extinguisher must have certification that it has been recharged within the preceding twelve

(12) months. All fire extinguishers must be clearly visible. A minimum of two (2) fire extinguishers must be provided inside the stand or tent and at least one (1) fire extinguisher must be provided at each entrance and exit. All fire extinguishers must be rated Class A, B, and C. All employees shall be adequately trained in the use of fire extinguishers. Water barrels and buckets may be used in addition to the required number of fire extinguishers.

d. Fireworks stands or tents must be located a minimum of two hundred (200) feet from gasoline storage tanks, gasoline pumps, or any structures or areas that contain flammable materials. No fireworks to be discharged within two hundred (200) feet of tent or stand.

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- e. All building setback requirements of the zoning district in which a stand or tent is located must be observed. All tractor-trailers, trucks, vans, or other temporary vehicles used for storage purposes shall be located a minimum of fifty (50) feet from the stand or tent unless, due to the size of the parcel or lot, this is not possible. In that event, the storage facilities must be located as far as possible from the stand or tent.
- f. Flashing lights of any type are prohibited. All lighting shall be non-intermittent. g. There shall be not more than one (1) sign or banner located on or attached to the fireworks stand or tent. In addition, one (1) ground sign shall be permitted for each stand or tent, located on the same property as the stand or tent. In addition, one (1) sign or advertisement shall be permitted attached to or painted on a tractor-trailer or similar large vehicle parked at the location. The total area of these signs shall not exceed four hundred (400) square feet each. All on-premises signs must meet the City's sign ordinance requirements. All off-premises signs advertising fireworks stands or tents shall comply with all rules and regulations governing signs of the zoning district in which the signs are located.
- h. Each fireworks stand or tent must be kept in a clean and orderly manner and have trash removal service. Also, each stand or tent must have on site a metal refuse bin of not less than one and one half (112) cubic yards capacity that conforms to Federal Consumer Product Safety Commission, Part 1301 - Ban of Unstable Refuse Bins. All solid waste generated by the fireworks stand or tent must be placed in the metal refuse bin with the frequency of pickups being dictated by the size of said bin.
- i. Each fireworks stand or tent must provide a portable restroom if there are not restrooms available on the site. The portable restroom must be placed out of sight and as far away from the main roadway as possible.
- j. No person will be allowed within any street right-of-way flagging or directing traffic. No interference with the flow of traffic near the site of the fireworks stand or tent will be permitted. Fireworks stand or tent employees may direct customers to parking spaces only within the boundaries of the stand or tent's parking lot and driveways on private property.
- k. Wholesalers may only sell to someone with a sales tax identification number. Buyers with a sales tax identification number must purchase a minimum of one hundred dollars (\$100.00) of fireworks in bulk quantity.
- l. The following fees have been established: Three thousand dollars (\$3,000.00) for a temporary use permit per stand or tent regardless of the square footage of said stand or tent. All fees must be paid by cashier's check to the City of Dardenne Prairie. Such fee must accompany the application. A full refund will be made in the event a permit is not granted. If a permit is granted, no fees or portion thereof will be refunded.
- (1) Anything contained in Section 405.430(B)(7) of the Municipal Code to the contrary notwithstanding, any nonprofit or not-for-profit organization that operates a fireworks stand in the City of Dardenne Prairie, Missouri, on property owned by that organization, which is also its principal place of business, shall be

required to pay a fee of one hundred dollars (\$100.00) provided that no less than ninety percent (90%) of the profits the organization derived from the operation of the fireworks stand is donated to an organization or organizations which qualify under 26 U.S.C. Section 501(c)(3) as charitable organizations. It shall be the duty of every person engaged in the business of establishing, maintaining or conducting any fireworks stand pursuant to Section 405.430(B)(7)(I)(1) of the Municipal Code to file with the City Clerk, on or before the thirtieth (30th) day following the end of the fireworks season for that calendar year for which the permit is issued, a sworn statement of the gross receipts from such fireworks stand and a receipt from the charitable organization(s) to which said profits were

donated. The City Clerk or his/her duly authorized representative may investigate the correctness and accuracy of the statement required and for that purpose shall have access to the books, documents, papers and records of such fireworks stand at all reasonable times to ascertain the accuracy thereof.

- m. A certificate of insurance showing specific coverage levels and showing the City of Dardenne Prairie as additionally insured shall be provided by the applicant at the time fees are paid and shall be as follows:

Injury Including Death	\$1,000,000.00 one person
	\$2,000,000.00 more than one person
Property Damage	\$ 1,000,000.00 each occurrence
	\$1,000,000.00 aggregate

- n. Retail sales of fireworks are permitted from fifteen (15) days prior through five (5) days after July 4th of every year. All temporary use permits issued for fireworks stands or tents shall expire on the eighth (8th) day following July 4th of every year.
- o. Fireworks stand or tent owners must contact the fire protection districts or volunteer fire department in which the stand or tent is located regarding payment of any local fees and/or regulations so applicable.
- p. If any fireworks stand or tent operator is cited for violating any of these regulations and fails to correct said violations within forty-eight (48) hours, the operator will have to close said stand or tent until the violations are corrected.
- q. The following are some of the more common building and electrical code violations regarding fireworks stands or tents. Please note:
- (1) All overhead electrical wires must be supported by a steel cable one-eighth (1/8) inch minimum diameter and fastened to the cable every fifty-four (54) inches.
 - (2) The overhead wire shall be a minimum of fifteen (15) feet from ground level.
 - (3) All electrical panels, receptacle boxes or any other type of exterior devices must be weatherproof and in acceptable condition to meet Electrical Codes.
 - (4) The only approved extension cords must have "built-in" fuse breakers.
 - (5) All electrical work must comply with the currently adopted National Electrical Code.
- r. *Field Inspections.* The Mayor or his/her designee, which may include the City Engineer, will inspect permitted fireworks stands and tents for compliance with the above regulations.

This inspection will be made prior to the stand or tent being open for sales. It is the responsibility of the stand or tent owner to notify the City that the stand or tent is ready for inspection or re-inspection prior to being open for sales.

- s. *Temporary dwelling structures.* No temporary building, structure, tent or stand may be constructed, raised, installed or occupied until all valid building permits have been issued pursuant to the applicable provisions of the Building Code of the City of Dardenne Prairie, Missouri.
- t. *Permits.* All permits must be placed in plain view of the public.

Temporary Use Permits - Issuance Information

1. *Temporary Dwelling Structures.* No cabin, garage, cellar, basement or other temporary structure, whether of a fixed or moveable nature, may be erected, altered or moved upon a site and used in whole or in part for any dwelling purpose whatsoever for any length of time whatsoever.
2. *Administration.* The Mayor, with approval by the Board of Aldermen, is authorized to issue or deny a permit for a temporary use within any zoning district provided it meets the requirements of the Municipal Code and does not create a concern regarding health, safety, traffic and the general welfare. The permit may be issued for a specified period of time and shall contain provisions regarding health, safety, traffic and the general welfare. The Mayor and Board of Aldermen may require such assurances or guarantees of compliance with conditions as are reasonable and appropriate under the circumstances.
3. *Application and fees.* Application for a temporary use permit under the provisions of the Municipal Code shall be made to the City Clerk by filling in the official temporary use permit application form created by the Director of Community Development; submitting required data, exhibits and information; and depositing the required fee with the City Clerk. Except as otherwise provided in the Municipal Code, the application fee for temporary use permits shall be per the fee schedule for services, permit applications, plan reviews, inspections, rezonings and conditional uses, which is on file in the office of the City Clerk. No part of such fee shall be returnable to the applicant. Each completed application should be filed with the City Clerk at least thirty (30) days prior to the Board of Aldermen meeting at which it may be first considered.
4. *Information required.* An application for a temporary use permit shall be signed by all the owners of the property to be used or by their agent or agents having authority to sign the application on their behalf and by the applicant if other than the owner. The application shall be submitted to the City Clerk and shall contain or be submitted concurrently with the following information:
 - a. A legal description of the property to be affected, including one (1) hard printed copy and one (1) electronic copy in a Microsoft Word compatible format;
 - b. The names and addresses of all the owners of the affected property and copies of the deeds on file with the office of the St. Charles County Recorder of Deeds proving such ownership;
 - c. The date of filing with the City Clerk;
 - d. The present zoning and proposed use of the property;

- e. The names and addresses of the applicant, and a statement as to their authority to use the affected property (i.e. lessee, owner, tenant licensee, etc.);
- f. Signature(s) of the applicant(s) and owner(s) certifying the accuracy of the required information. If the owner(s) of the property or the petitioner(s) are a trust or business entity, then proof of the authority of the party executing the petition must be provided by way of resolution, minutes, bylaws, articles of incorporation or some other reasonable means:
- g. The duration of the temporary use, identifying the date of beginning and date of termination of the operation of the temporary use: and
- h. Any such other information, records or documents as may be required pursuant to the Municipal Code.

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5. *Appeal of denial or revocation.* Immediately following a decision of the Mayor and/or Board of Aldermen to grant or deny a temporary use permit, the Board of Aldermen shall prepare written findings of fact and conclusions of law and shall provide notice of such decision to the applicant. In the event of approval of a license by the Mayor and the Board of Aldermen, the notice to the applicant shall be given by letter in person or by mail. In the event of a denial of a temporary use permit by the Mayor or the Board of Aldermen or a revocation by the Director of Community Development, the notice to the applicant shall be by certified mail, return receipt requested; and the notice shall state with particularity the reasons for such denial or revocation. Any applicant who is aggrieved by the denial or revocation of a temporary use permit of any kind may, within ten (10) days of date of return receipt of such notice of denial or revocation, appeal such denial or revocation for a hearing before the Board of Aldermen. The review of the denial of the temporary use permit by the Board of Aldermen shall be a review de novo of the application and the Board of Aldermen shall hold a hearing on the temporary use permit application. The Clerk of the City shall notify the applicant of the date, time and place of the hearing on the application by certified mail, return receipt requested. If a hearing is so demanded, the proposed applicant may be represented by an attorney and adduce evidence in support of the application. The City may adduce evidence in opposition to the application. The Board of Aldermen and the applicant may demand of the Mayor and the City Clerk that subpoenas be issued to compel testimony of witnesses at the hearing. The hearing shall be held within thirty (30) days of the filing of the appeal. The license application may be granted only upon the affirmative vote of a majority of the members of the Board of Aldermen. The Mayor may vote only to break a tie vote of the Aldermen.



SANDBERG PHOENIX

Jennifer M. Scott
Staff Attorney

120 S. Central Avenue, Suite 1600
St. Louis, MO 63105
Tel: 314.425.4927
Fax: 314.725.5754
jescott@sandbergphoenix.com
www.sandbergphoenix.com

April 28, 2026

VIA FIRST CLASS MAIL AND EMAIL TO:

Ms. Cathy Pratt
City Administrator
City of Dardenne Prairie
2032 Hanley Road
Dardenne Prairie, MO 63368
cityadministrator@dardenneprairie.com

WITH COPIES TO:

Ms. Debbie Ryan
City Clerk
City of Dardenne Prairie
2032 Hanley Road
Dardenne Prairie, MO 63368
Debbie.Ryan@dardenneprairie.com

**Re: Request for Reappointment of Directors of The Encore
Community Improvement District**

Dear Ms. Pratt:

On behalf of KaLeCo LLC ("**Developer**"), the sole owner of the real property located within The Encore Community Improvement District ("**District**"), I am writing to respectfully request that the City of Dardenne Prairie ("**City**") reappoint Dan Becker and Tim James to each serve an additional four-year term as Directors of the District.

As you are aware, the District was formed by the Board of Aldermen pursuant to Ordinance No. 2245 as a political subdivision under the Community Improvement District Act, Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended. Pursuant to that certain District Project Agreement by and between the City, the District, KaLeCo LLC, and the Encore Transportation Development District dated April 12, 2023, the City is authorized to select two (2) of the five (5) Directors of the District.

Dan Becker and Tim James were each initially appointed by the City as Directors of the District with terms expiring October 18, 2025. Their terms having now expired, the Developer hereby notifies the City and requests that the City reappoint Dan Becker and Tim James each to

serve an additional four-year term as Directors of the District, with said terms expiring on October 18, 2029.

At a duly noticed annual meeting of the Board of Directors of the District held on December 22, 2025, at which a quorum was present, the Board adopted Resolution 2025-02, which, among other things, approved and authorized the submission of this request to the City for the reappointment of Dan Becker and Tim James. A copy of the executed Resolution is enclosed for your reference.

Thank you for your attention to this matter. Please do not hesitate to contact me if you have any questions or require any additional information.

Very truly yours,

Jennifer M. Scott

Enclosures

RESOLUTION 2025-02

**RESOLUTION OF THE ENCORE COMMUNITY
IMPROVEMENT DISTRICT REAPPOINTING CERTAIN
DIRECTORS OF THE DISTRICT AND RATIFYING PAST
ACTIONS**

WHEREAS, following receipt of a proper petition submitted to the City of Dardenne Prairie, Missouri ("**City**") pursuant to the Community Improvement District Act, Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended, and conclusion of a duly noticed hearing, The Encore Community Improvement District ("**District**") was formed by the Board of Aldermen of the City by Ordinance No. 2245 ("**Ordinance**") as a political subdivision;

WHEREAS, pursuant to that certain Petition for the Creation of a Community Improvement District submitted to the City on March 28, 2023, which was approved by the Board of Aldermen of the City and incorporated into that certain Ordinance No. 2245 April 19, 2023, dated the Board of Directors of the District ("**Board**") shall consist of five (5) directors (the "**Directors**," or individually a "**Director**");

WHEREAS, pursuant to that certain District Project Agreement by and between the City, the District, KaLeCo LLC ("**Developer**"), and the Encore Transportation Development District dated April 12, 2023, the Developer, as the sole owner of the real property located within the District, can designate three (3) of their authorized representatives as Directors and the City shall select two (2) of the Directors;

WHEREAS, Thomas Kaiman, James A. Cook, Jr., and William Levinson were each appointed by the Developer as the initial three (3) Directors of the District, with the terms for Thomas Kaiman and James A. Cook, Jr. expiring on April 19, 2027, and the term for William Levinson expiring on April 19, 2025;

WHEREAS, Dan Becker and Tim James were each appointed by the City as a Director of the District with terms expiring October 18, 2025;

WHEREAS, Developer designates William Levinson to serve an additional four-year term as a Director of the District, with such term expiring on April 19, 2029;

WHEREAS, Developer has notified the City that the terms of Dan Becker and Tim James have expired and requested that the City either reappoint Dan Becker and Tim James to each serve an additional four-year term, with said terms expiring on October 18, 2029;

WHEREAS, the Board desires to ratify, acknowledge, and accept all lawful actions taken by or on behalf of the District prior to this date; and

WHEREAS, at a duly noticed meeting of the Board, at which a quorum of the Directors was present, the Board took the action further described herein.

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

Section 1. Request for Appointment. Developer shall submit to the City of Dardenne Prairie a request for Appointment of the following individuals as legally authorized representatives of the owners of the real property within the District, for purposes of serving as Directors of the District:

<u>Name:</u>	<u>Term:</u>	<u>Expiration:</u>
William Levinson	4 years	April 19, 2029
Dan Becker	4 years	October 18, 2029
Tim James	4 years	October 18, 2029

Section 2. Ratification. All lawful actions taken by or on behalf of the District for purposes of its formation and governance and in furtherance of the proposed projects to be undertaken by the District are hereby ratified, approved, acknowledged, and accepted.

Section 3. Further Authority. The District shall, and the officers and agents of the District are hereby authorized and directed to, take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

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

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

Section 6. Effective Date. This Resolution shall take effect and be in full force upon its passage by the District.

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

Passed this 22nd day of December, 2025.

I, the undersigned, Chair of the Board of Directors of The Encore Community Improvement District, hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the District at a meeting held, after proper notice, on December 22, 2025.

THE ENCORE COMMUNITY
IMPROVEMENT DISTRICT

Signed by:

James A. Cook Jr.

James A. Cook, Jr., Chair, Board of Directors

WITNESS my hand this 22nd day of December 2025.

ATTEST:

Name: William Levinson
Title: Secretary

Passed this 22nd day of December, 2025.

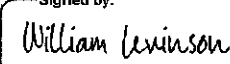
I, the undersigned, Chair of the Board of Directors of The Encore Community Improvement District, hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the District at a meeting held, after proper notice, on December 22, 2025.

THE ENCORE COMMUNITY
IMPROVEMENT DISTRICT

James A. Cook, Jr., Chair, Board of Directors

WITNESS my hand this 22nd day of December 2025.

ATTEST:

Signed by:

470300634331473...
Name: William Levinson
Title: Secretary



City Engineer
Phone 636.755.5320
CityEngineer@DardennePrairie.org

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

May 14th, 2026

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

Subject: Partial Escrow Release – Land Disturbance Improvements

Condos at Town Center
Project Number 972220

Mayor and Board of Aldermen:

Per the request of Kumara Vadivelu, staff has inspected the improvements on Wednesday August 27th and recommends the partial release of the escrow (Deposit Agreement) established via Ordinance #2235 and held as a Construction Deposit for the subject project in the amount of **\$9,575.00** from the original letter of credit amount of \$19,150.00. The remaining balance for the Construction Deposit is \$9,575.00.

If you have any questions, please contact me.

Respectfully,

Matthew W. Davidson, P.E.
City Engineer

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



City of Dardenne Prairie
2032 Hanley Road
Dardenne Prairie, MO 63368
636-561-1718

TEMPORARY USE PERMIT- FIREWORKS STANDS OR TENTS

Applications must be completed in full for each location in Dardenne Prairie and submitted to the City Clerk. (Incomplete applications will be returned.)

All permits shall expire on the eighth day following July 4th of every year.

This application must be submitted to the City Clerk along with a cashier's check for \$3000.00, site plan, letter from property owner, certificate of insurance, and emergency contact form.

5-12-26
Application Date

Location of Stand/Tent 2199 Post Rd.
Name of Business Dardenne Knights of Columbus & Maramac Specialty Co.
Business Owner Dardenne Prairie Hall Corp.
Address 2199 Post Rd
City, State & Zip Dardenne Prairie 63368
Phone (636) 298-5564

Name & Phone # of Senior Manager on Site Joe Schroeder (636) 542-0964
Property Owner Name Dardenne Prairie Hall Corp.
Property Owner Address 2199 Post Rd.
City, State, & Zip Dardenne Prairie, MO 63368
Property Owner Phone (636) 625-2344
MO Sales Tax # (Attach a copy of MO Retail Sales License) 11174277

Jeff Amelony
Applicant Signature

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

**CITY OF DARDENNE PRAIRIE
BUSINESS EMERGENCY CONTACT FORM**

The information contained on this form will be kept confidential and will be used when an emergency or unusual situation arises at the business indicated. Persons listed on the form should be those that have keys and a working knowledge of the alarms (if any), business layout and business operation. A copy of this form will be provided to the St. Charles County Sheriffs Department, which is the law enforcement authority for Dardenne Prairie. Please list people who can respond in a reasonable amount of time. **Please be aware that you will not receive a Business License without completing and attaching this form to your Business Application or Renewal Form.**

Please print or type:

Business Owner's Name Dardenne Knights of Columbus
Business Name S. A. A.
Business Address 2199 Post Rd. Dardenne Prairie, MO 63368
Plaza/Business Center Name(if applicable) N/A
Alarm Company (if equipped) N/A
Alarm Company Phone () N/A

Contact Personnel in Order:

Call First:

Name: Joe Schroeder Phone: (636) 542-0964

Then Try:

Name: Jeff Amelung Phone: (636) 240-4856

Next Try:

Name: Don Kampf Phone: (636) 978-0941

Any special notes or considerations (Dogs, Chemicals, Hazardous areas, etc.)

None


Knights of Columbus
Council #2273
Dardenne Prairie, Missouri

2-20, 2026

To Whom It May Concern:

This is to give notice that the Knights of Columbus Council #2273 will be operating a fireworks location on its property in the southwest corner of Hwy. N and Post Road in Dardenne Prairie, Missouri in conjunction with Meramec Specialty Company during the July 4th, 2026 fireworks season.

Sincerely,



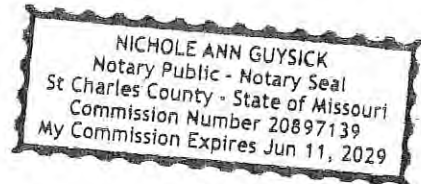
Joe Schroeder

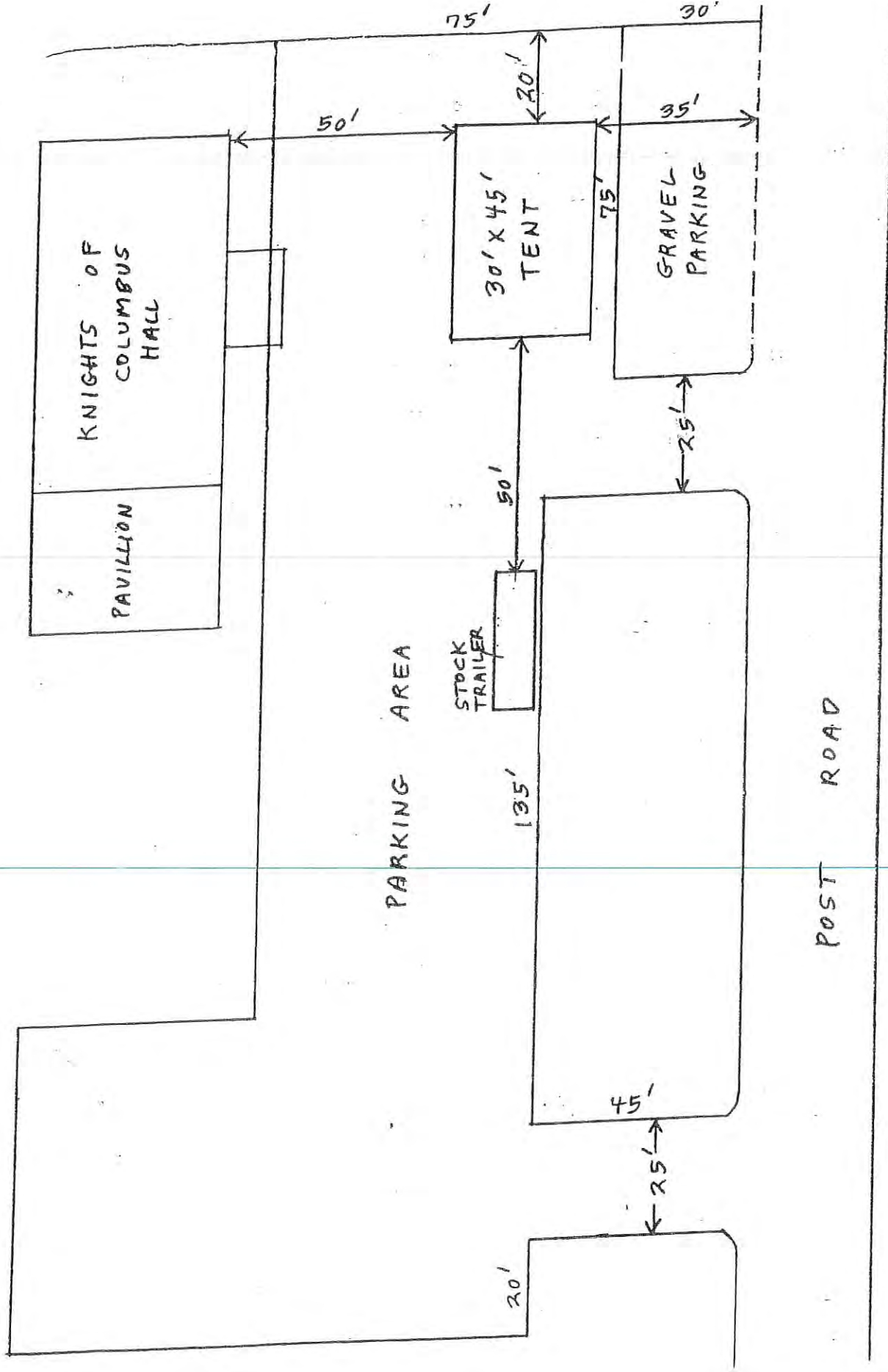
State of Missouri)
)
County of St. Charles)

Subscribed and sworn to before me this 20th day of February, 2026

Notary Public Nichole Ann Guysick

My Commission expires: June 11th 2029





SCALE: 1" = 30'

MISSOURI DIVISION OF FIRE SAFETY

FIREWORKS PERMIT

Seasonal Retailer

Permit Number: 26-S-092-1225-8

Date of Issue: April 17, 2026 4:30 PM

Permitted Selling Periods:

Chapter 320.141 RSMo: "Permissible items of consumer fireworks defined in section 320.131 may be sold at wholesale or retail by holders of a jobber's permit to nonlicensed buyers from outside the state of Missouri during a calendar year from the first day of January until the thirty first day of December. Permissible items of consumer fireworks defined in section 320.131 may be sold at retail by holders of a seasonal retail permit during the selling periods of the twentieth day of June through the tenth day of July and the twentieth day of December through the second day of January."

Meramec Specialty Company

2199 Post Rd, Dardenne Prairie, MO, 63368, USA

-90.75690643431346 38.76477634476569

THIS PERMIT IS NOT TRANSFERABLE AND ONLY APPLICABLE AT LOCATION LISTED ABOVE.

Mark S. James

Mark S. James

Director of Public Safety

J. Tim Bean

J. Tim Bean

State Fire Marshal

Seasonal Retailer Fire Safety Inspection completed on (date): _____

Inspected by (Printed Name of DFS Inspector/Investigator): _____ DSN: _____

Signature: _____





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/27/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure Great Lakes Partners Insurance Services, LLC 223 West Grand River Ave #1 Howell MI 48843 License#: BR-1796277	CONTACT NAME: PHONE (A/C No. Ext): E-MAIL ADDRESS:	FAX (A/C No.):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Atomic Fireworks Inc. of Missouri; Atomic Fireworks Inc. of Arkansas Meramec Specialty Co.; T.E.A.Ents. Pacific Specialty Company, etal. P.O. Box 305 Arnold MO 63010	INSURER A: Admiral Insurance Company		24856
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 2057414138

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CA000018967-13	3/1/2026	3/1/2027	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$ 10,000,000
							PRODUCTS - COM/POP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Knights of Columbus Hall parking lot at 2199 Post Road in Dardenne Prairie, Missouri

Additional Insureds:

Meramec Specialty Operator, Sub-Operator, and Stand Manager

Licensing Authorities- State of Missouri St. Charles County City of Dardenne Prairie Wentzville FPD

Property Owners- Knights of Columbus Council 2273

Additional Insureds- Knights of Columbus H/O Dardenne Prairie Hall Traube Tents and Structures

CERTIFICATE HOLDER**CANCELLATION**

420 Knights of Columbus/ Meramec Specialty

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Certificate of Flame Resistance

PAGE: 3

Date Manufactured
04/30/2012

AZTEC TENTS
2665 COLUMBIA ST
TORRANCE, CA 90503
(800) 228-3687

INV NUMBER: 0192897
P.O. NUMBER:
CUSTOMER NO: PREM631

This is to certify that the materials described below have been flame retardant treated (or are inherently flame retardant).

PREMIER RENTALS
11640 LAKESIDE CROSSING COURT
Saint Louis, MO 63146

Vendor	Trade Name	LA Cert. #
Bruin	Nardi Gras	F-222.02
Bruin	Mesh	F-222.04
California Comb.	Lam-Tex 12, 14, 16, 18oz	F-419.01
Coated Fabrics	Clear Vinyl 16ga / 20ga	F-570.01
DAF	Clear Vinyl 16ga / 20ga	F-593.01
DAF	DAF	F-593.02
Exclusively Expo	PolySateen Liner	F-434.01
Ferrari	Preconstraint 502	F-444.01
Ferrari	Preconstraint 702	F-444.08
Phillips Textiles	Phil-Tex Liner	F-500.01
PVC Tech.	Deco Cloth / Velon	F-504.01
Snyder	Weatherspen	F-140.01
Tri Vantage	Firestik Sunbrella	F-368.05
Tri Vantage	Patio 500	F-121.02
Tri Vantage	Big Top	F-121.10
Tri Vantage	Vanguard Weblon	F-069.01
Tri Vantage	Weblon / Coastline	F-069.01
Verseldag	Duraskin B1673, B1515	F-530.01

Certification is hereby made that the articles described below hereof are made from a flame-retardant fabric or material registered and approved by the California State Fire Marshal for such use. The fabric has been tested and passes NFPA 701 Large Scale. See chart to right for trade name of flame-resistant fabric or material used and additionally referenced on the label of the fabric panel.

THE FLAME RETARDANT PROCESS USED WILL NOT BE REMOVED BY WASHING

David Bradley

General Manager- Manufacturing

Name of Applicator or Production Superintendent

Title of Applicator or Production Superintendent

ITEMS MANUFACTURED	TYPE	PRODUCED
20x20 2pc Qwik Top Only R/W ATC Style Lace w/rope tensioners Red Translucent/ White Translucent	S	2
20x10 Qwik Middle Top Only R/W ATC Style Lace w/rope tensioners Red Translucent/ White Translucent	S	4
20x20 2pc Qwik Top Only B/W ATC Style Lace w/rope tensioners Blue Translucent/ White Translucent	S	1
20x10 Qwik Middle Top Only B/W ATC Style Lace w/rope tensioners Blue Translucent/ White Translucent	S	2
20x20x8 End 2" Exp Frame Only Includes Ropes, Pins, and Stakes	S	9
Qwik Footplate	S	72
20x10x8 Mid 2" Frame Only Includes Ropes, Pins, and Stakes	S	24
Qwik Footplate	S	48
30x30 2pc JT/JT Lite Top UW Blockout White- w/Ratchet Tensioners	S	4
30x15 Mid JT/JT Lite Top UW Blockout White- w/Ratchet Tensioners #8011,8012,8013,8014	S	8
30x30x8 Jumbotracc Hip FR Only	S	4
30x15x8 Jumbotracc Mid FR Only	S	8



CALL MEETING TO ORDER

Mayor Widaman called May 6, 2026, Dardenne Prairie Work Session to order at 6:00 pm.

Roll call vote:

	Present	Absent
Mayor Widaman	X	
Alderman Detweiler	X	
Alderman Gittemeier	X	
Alderman Johnson		X
		* arrived at 6:06 pm
Alderman Nay	X	
Alderman Waters	X	
Alderman Wilson	X	

Also in attendance: City Administrator Cathy Pratt, City Attorney John Young, IT Manager Rose Maresca, City Engineer Matt Davidson, Executive Assistant Brandi Kidd and City Clerk Deborah Ryan.

PLEDGE OF ALLEGIANCE

The meeting was opened with the Pledge of Allegiance.

ITEMS FOR DISCUSSION AND CONSIDERATION

1. Review of 05 06 26 Board of Aldermen agenda

There were no comments, questions or concerns regarding the regular agenda as presented.

CLOSED SESSION

Motion by Alderman Wilson, seconded by Aldermen Gittemeier to go into closed session pursuant to RSMo 610.021 (1).

Roll call vote:

- Alderman Wilson – Aye
- Alderman Nay – Aye
- Alderman Waters – Aye
- Alderman Gettemeier – Aye
- Alderman Detweiler – Aye
- Alderman Johnson – Absent

All ayes, motion carried. Board of Aldermen went into Closed Session at 6:04 pm.

Motion by Alderman Nay, seconded by Aldermen Wilson to return to work session at 6:39 pm.

All ayes, motion carried.

STAFF COMMUNICATIONS

1. City Attorney

No report.

2. City Engineer



No report.

3. City Administrator

City Administrator Pratt stated this is Missouri Municipal Local Government week and thanked staff, Elected Officials, Police Officers, Fire and EMS for serving Dardenne Prairie each day. Municipal Government plays an important part of residents' everyday lives. On behalf of the City, thanked all those that serve for their professionalism and commitment to the City.

City Administrator Pratt stated this week is Municipal Clerk's week and thanked City Clerk Ryan for her dedication to the position of City Clerk.

City Administrator Pratt welcomed Carrie Hamilton as the City's new Municipal Clerk. She has come on and has learned a lot.

City Administrator Pratt welcomed the City's new Social Media Intern Cameron Waters. Cameron is currently pursuing a Bachelor's degree in Business Marketing at SLU.

City Administrator Pratt stated the City is still looking for a Civil Engineer Intern, if you know anyone interested, please have them apply. The City is also looking for an Events Specialist Intern.

City Administrator Pratt welcomed Ryan Haake came on with the City for seasonal mowing.

City Administrator Pratt stated the City is in the final stages of a website update and should be live in a few weeks.

City Administrator Pratt stated the City has selected a provider for the new licensing software and the internal kick off meeting will be held on May 12, 2026. Staff is very excited about beginning this project.

City Administrator Pratt stated there is an HOA Dinner scheduled for Tuesday, May 12, 2026, and is going to be held at the Field to Table Institute and a fun learning event for Trustees. The City is also trying hard to keep the contact updated for all HOA's located within the city limits.

City Administrator Pratt stated the City has begun a new event on Friday evenings with Family Sports Nights in the Park. The Cardinal baseball game will be playing on the big screen, and the concession stand will be open. The following dates will be Friday, May 15th, May 29th and June 5th, 2026.

City Administrator Pratt stated on Saturday, May 16, 2026, the City is hosting a free paper shredding event and large item drop off. Residents of Dardenne Prairie will get priority and will continue from 9 am to noon or until the trucks are full.



City Administrator Pratt stated Taste of the County will be held on Thursday, May 20th from 5 pm to 7 pm in Dardenne Prairie City Hall Park. This is a joint event with the Western St. Charles County Chamber of Commerce.

City Administrator Pratt stated the City's first ever Fishing Derby is going to be held on Saturday, May 30th at Barathaven Lake. Registration is required, please contact Brandi Kidd.

City Administrator Pratt stated the City of Dardenne Prairie won the Salvation Army Red Kettle competition and thanked Dardenne Prairie residents for being so generous in their giving.

City Administrator Pratt thanked all mothers and wished them all a very Happy Mother's Day this Sunday.

4. Aldermen

Alderman Wilson stated recognized Teacher Appreciation Week, he wanted to thank all of the teachers out there for their hard work and dedication to enriching our children.

5. Mayor

Mayor Widaman stated it is also Nurses Appreciation Week and thanked all nurses for their work.

Mayor Widaman recognized Andrew Rubin, Attorney for the 210 Dogwood property sale. Mr. Rubin spoke regarding the sale of the property and how it will be managed moving forward.

ADJOURNMENT

Motion by Alderman Gittemeier seconded by Alderman Detweiler to adjourn the work session at 6:56 pm. All ayes, motion carried.

Approved by the Board of Aldermen on 05 20 26

Respectfully submitted:

Deborah Ryan, City Clerk



CALL TO ORDER

Mayor Widaman called the May 6, 2026, City of Dardenne Prairie, Board of Aldermen meeting to order at 7:51 pm.

PLEDGE OF ALLEGIANCE

Mayor Widaman led the pledge of allegiance.

ROLL CALL

	Present	Absent
Mayor Widaman	X	
Ald Detweiler	X	
Ald Gittemeier	X	
Ald Johnson	X	
Ald Nay	X	
Ald Waters	X	
Ald Wilson	X	

ALSO PRESENT: City Administrator Cathy Pratt, City Attorney John Young, IT Manager Rose Maresca, City Engineer Matt Davidson, Executive Assistant, Brandi Kidd and City Clerk Deborah Ryan

CONSENT AGENDA

1. Liquor Licenses – Immaculate Conception Catholic Church Dardenne for Temporary Permit – Original Package and Temporary Permit – Sale by the Drink for the dates of June 5, 6 and 7th, 2026 for the Annual ICD Parish Picnic
4. Dardenne Encore CID Annual Report 2025
5. Board of Aldermen Work Session Minutes – 04 22 26
6. Board of Aldermen Regular Session Minutes – 04 22 26
7. Expenditures Report dated - 05 06 26

Moved by Aldermen Deweiler, seconded by Alderman Gittemeier to remove Items 2 and 3 from the Consent Agenda for separate consideration.

The vote on the motion being, 5 ayes, 1 nay (Ald. Johnson), motion carried.

Moved by Alderman Nay seconded by Alderman Detweiler to approve the consent agenda as amended.

All ayes, motion carried.

ITEMS REMOVED FROM CONSENT AGENDA

Discussion to reduce or eliminate any Fireworks Stands within the City Limits. Advised that would need to be a text amendment as there is no basis to deny, currently. Request to only allow the Knights of Columbus Hall their tent they put up every year.

Motioned by Alderman Nay, seconded by Alderman Johnson to approve Items 2 and 3 of the Consent Agenda approving the temporary use permits.

2. Fireworks Stand – Temporary Use for 7839 Highway N (Town Square Ave)
3. Fireworks Stand – Temporary Use for 7407South Outer 364

The vote on the motion being, 5 ayes, 1 nay (Ald. Detweiler), motion carried.

PUBLIC COMMENT

The following residents spoke during public comment:

- Jol King
- Cheryl Bratton

PUBLIC HEARING

No Public Hearings

NEW BUSINESS

1. Resolution No.402

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, CONSENTING TO THE ASSIGNMENT OF A GROUND LEASE FOR PROPERTY LOCATED AT 210 DOGWOOD PRAIRIE DRIVE AND AUTHORIZING THE EXECUTION OF DOCUMENTS RELATED THERETO

Moved by Alderman Nay, seconded by Alderman Wilson to approve Resolution No. 402.

City Attorney read Resolution #397 by title only.

All ayes, motion carried. Resolution #397 was approved.

2. Bill No. 26-20

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI AMENDING THE MUNICIPAL CODE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, BY DELETING SECTION 400.020 OF THE MUNICIPAL CODE IN ITS ENTIRETY; ENACTING IN LIEU THEREOF A NEW SECTION 400.020 AND PROVIDING FOR THE COMPENSATION OF MEMBERS OF THE PLANNING AND ZONING COMMISSION

Moved by Alderman Detweiler, seconded by Alderman Wilson for the first reading of Bill No. 26-20, by title only. All ayes, motion carried.

City Attorney read Bill No. 26-20 for the first time, by title only.

OLD BUSINESS

1. Bill No. 26-16 (First reading 04 22 26)

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AMENDING SECTION 605.090 OF THE MUNICIPAL CODE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AND PROVIDING CERTAIN EXCEPTIONS RELATING TO THE DISPLAY AND SALE OF CONSUMABLE INDUSTRIAL HEMP AND ALCOHOLIC BEVERAGES

Motion by Alderman Johnson, seconded by Alderman Wilson for the second reading of Bill No. 26-16, by title only. All ayes, motion carried.

City Attorney read Bill No. 26-16 for the second time, by title only.

Motioned by Alderman Johnson, seconded by Alderman Wilson for the final passage of Bill No. 26-16.

Roll call vote:

Alderman Waters, Aye
Alderman Johnson, Aye
Alderman Gittemeier, Aye
Alderman Deweiter, Nay
Alderman Wilson, Aye
Alderman Nay, Aye

The vote on the motion, 5 ayes and 1 nay, motion carried. Bill No. 26-16 becomes Ordinance No. 2413.

2. Bill No. 26-17 (First reading 04 22 26)

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH DJM ECOLOGICAL SERVICES, INC. FOR ECOLOGICAL RESTORATION AND MANAGEMENT SERVICES FOR BARATHAVEN AND BLUEBIRD MEADOW PRAIRIES AND WOODLANDS

Motion by Alderman Gittemeier, seconded by Alderman Wilson for the second reading of Bill No. 26-17, by title only. All ayes, motion carried.

City Attorney read Bill No. 26-17 for the second time, by title only.

Motioned by Alderman Gittemeier, seconded by Alderman Wilson for the final passage of Bill No. 26-17.

Roll call vote:

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

The vote on the motion, 6 ayes and 0 nays, motion carried. Bill No. 26-17 becomes Ordinance No. 2414.

OFFICER & STAFF COMMUNICATIONS

1. City Attorney

No report.

2. City Engineer

No report.

3. City Administrator

No report.

4. Aldermen

Alderman Johnson stated there is some confusion regarding the waterline insurance program and wanted some discussion at the HOA meeting and here that the PWD#2



does not have the insurance program but Missouri American that provides water to a portion of Dardenne Prairie does have the insurance program available.

5. Mayor

Mayor Widaman thanked all for their attendance and wished all the Mother's a Happy Mother's Day.

ADJOURNMENT

Moved by Alderman Johnson, seconded by Alderman Gittemeier to adjourn the meeting.

All ayes, motion carried.

Meeting adjourned at 7:24 pm.

Approved by the Board of Alderman on 05 20 26

Respectfully submitted:

Deborah Ryan, City Clerk

**EXPENDITURES FOR APPROVAL
5/20/2026**

1 AFLAC	May, 2026	411.98
2 Ameren	City Hall	1,245.71
3 Ameren	Traffic Light 2	60.95
4 Ameren	Traffic Light	13.72
5 Ameren	Street Lights	30.88
6 Ameren	Street Lights	210.56
7 Ameren	Street Lights	324.91
8 Ameren	Concession Stand	201.66
9 Ameren	City Park	169.13
10 Ameren	Athletic Complex	501.40
11 Americom Technology Solutions	IT - May	2,367.92
12 Balloontiful Things LLC	Easter egg hunt decorations	275.00
13 CDS Office Technologies	Copies to 2-24-26	317.37
14 First Bank	Credit Card Charges	6,404.61
15 Insurance: KC Life	Vision, Dental, Disability & Life: May	1,943.21
16 Jonathan Fuchs	Prosecuting Attorney: May	1,100.00
17 MACA	Conference registration: Hamilton	250.00
18 Mark Byrne	Municipal Judge: May	500.00
19 Moody's Rating	Annual Fee	500.00
20 Mowers and More Small Engine	Mower repair	366.28
21 NFM Buyer	Pothole repair material	170.39
22 Payroll	05-08-26 Payroll	51,558.62
23 PEAC Solutions	Copiers: 2nd Quarter 2026	780.00
24 Pro Outdoor	Irrigation repair: City Hall	932.50
25 R & R Sanitation	Bluebird Porta Potty to 5/18/26	240.00
26 St. Charles Community College	HOA dinner	966.00
27 T. Wood	Temp to 4/30	640.00
28 Turfwerks	Parts for Steiner mower	186.81
29 United Printing Consultants	Business cards: Byrne & Stankovich	265.00
30 Weis Design Group	Post Road	3,495.13
31 Weis Design Group	Developments	250.56
		278,075.86

Approved by Board of Aldermen 05-20-26

Mayor Keith Widaman

TREASURER'S REPORT

As of April 30, 2026

General Fund	3,232,731.48
General Fund (Invested)	1,378,196.63
Special Revenue Fund	1,384,451.17
Special Revenue Fund (Invested)	332,599.47
Parks & Storm Water Fund	521,442.74
Parks & Storm Water Fund (Invested)	1,165,093.97
Parks & Storm Water Umpire Fund	22,911.29
Capital Improvement Sales Tax Fund	1,989,925.69
Capital Improvement Sales Tax Fund (Invested)	500,890.83
Transportation Fund	976,525.62
Transportation Fund (Invested)	0.00
Escrow/Bond Account	108,154.85
Petty Cash	100.00
Cash Drawer	200.00
TOTAL	11,613,223.74

Respectfully submitted,



Kim Clark
Finance Manager

St. Charles Business Record
1600 Heritage Landing
St. Peters, MO, 63303
Phone: 3144211880 Fax: 0

ST CHARLES COUNTY BUSINESS RECORD

Affidavit of Publication

To: CITY Of Dardenne Prairie - DEBBIE RYAN
2032 Hanley Rd
Dardenne Prairie, MO, 633686706

Re: Legal Notice 4146114, PUD – Area Plan Rezoning and CUP
Request
State of MO
County of St. Charles County

}
} SS:
}

PUBLIC HEARINGS NOTICE
The City of Dardenne Prairie, Missouri, will conduct a Public Hearing regarding a PUD Request - Area Plan (rezoning request) & Planned Unit Development and Area Plan Application for a tract of land before the Planning and Zoning Commission on **Wednesday, APRIL 8, 2026, at 7:00 p.m.**, or as soon thereafter as same may be heard, at the City of Dardenne Prairie City Hall located at 2032 Hanley Road in Dardenne Prairie, Missouri, and before the Board of Aldermen on **Wednesday, APRIL 15, 2026, at 7:00 p.m.**, or as soon thereafter as same may be heard, at the City of Dardenne Prairie City Hall located at 2032 Hanley Road in Dardenne Prairie, Missouri concerning the following:

PUD - Area Plan Rezoning and CUP Request

Name of Applicant: BluOnx Development, LLC
Name of Owners: Danette L. Hug Trust dated March 14, 2023 and Bishop Family Trust dated January 24, 2008 and restated July 19, 2013
Present Zoning Classification: R-1A
Proposed Zoning Classification: R-1D, PUD
Proposed Use: 25 detached single-family residential
Address of Property: 2108 and 2128 Bates Road, Dardenne Prairie 63368
Property Legal Description: Pt of Lot 3 of Caroline M. Bates and Pt of Lots 7 and 11 of Walnut Grove Tract in US Survey 1669 Twp 46 N, Range 3 East 4146114 St. Charles Mar. 20, 2026

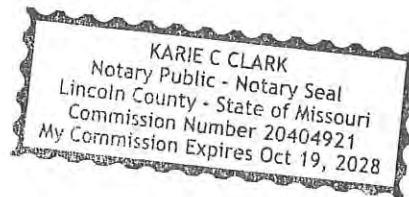
Before the undersigned Notary Public personally appeared Rose Bryant on behalf of St. Charles Business Record, St. Charles County who, being duly sworn, attests that the said newspaper is qualified under the provisions of Missouri Law governing public notices to publish, and did so publish, the notice annexed hereto; starting with the 03/20/2026 edition and ending with the 03/20/2026 edition for a total of 1 publications, and that the date of publications were as follows: 03/20/2026.

Publishers fee: \$77.85

By: 
Rose Bryant

Sworn to me on this 23rd day of March 2026

By: 
Karie C Clark
Notary Public, State of MO
No. 20404921
Qualified in Lincoln County
My commission expires on October 19, 2028



PUBLIC HEARINGS NOTICE

The City of Dardenne Prairie, Missouri, will conduct a Public Hearing regarding a PUD Request – Area Plan (rezoning request) & Planned Unit Development and Area Plan Application for a tract of land before the Planning and Zoning Commission on **Wednesday, APRIL 8, 2026, at 7:00 p.m.**, or as soon thereafter as same may be heard, at the City of Dardenne Prairie City Hall located at 2032 Hanley Road in Dardenne Prairie, Missouri, and before the Board of Aldermen on **Wednesday, APRIL 15, 2026**, at 7:00 p.m., or as soon thereafter as same may be heard, at the City of Dardenne Prairie City Hall located at 2032 Hanley Road in Dardenne Prairie, Missouri concerning the following:

PUD – Area Plan Rezoning and CUP Request

Name of Applicant:	BluOnx Development, LLC
Name of Owners:	Danette L. Hug Trust dated March 14, 2023 and Bishop Family Trust dated January 24, 2008 and restated July 19, 2013
Present Zoning Classification:	R-1A
Proposed Zoning Classification:	R-1D, PUD
Proposed Use:	25 detached single-family residential
Address of Property:	2108 and 2128 Bates Road, Dardenne Prairie 63368
Property Legal Description:	Pt of Lot 3 of Caroline M. Bates and Pt of Lots 7 and 11 of Walnut Grove Tract in US Survey 1669 Twp 46 N, Range 3 East

St. Charles Business Record
 1600 Heritage Landing
 St. Peters, MO, 63303
 Phone: 3144211880 Fax: 0

ST. CHARLES COUNTY
BUSINESS RECORD

Affidavit of Publication

To: CITY Of Dardenne Prairie - DEBBIE RYAN
 2032 Hanley Rd
 Dardenne Prairie, MO, 633686706

Re: Legal Notice 4153784, City of Dardenne Prairie
 State of MO }
 } SS:
 County of St. Charles County }

Before the undersigned Notary Public personally appeared Germaine Lambert on behalf of St. Charles Business Record, St. Charles County who, being duly sworn, attests that the said newspaper is qualified under the provisions of Missouri Law governing public notices to publish, and did so publish, the notice annexed hereto; starting with the 04/15/2026 edition and ending with the 04/15/2026 edition for a total of 1 publications, and that the date of publications were as follows: 04/15/2026.

Publishers fee: \$69.20

By: Germaine Lambert
 Germaine Lambert

Sworn to me on this 15th day of
 April 2026

By: Angela M. Bridgewater
 Angela Bridgewater
 Notary Public, State of MO
 No. 17091312
 Qualified in Jefferson County
 My commission expires on
 March 22, 2029

PUBLIC HEARING NOTICE

The City of Dardenne Prairie, Missouri, will conduct a Public Hearing regarding a Rezoning with Conditional Use Permit Application for a tract of land before the Planning and Zoning Commission on **Wednesday, MAY 13, 2026, at 7:00 p.m.**, or as soon thereafter as same may be heard, at the City of Dardenne Prairie City Hall located at 2032 Hanley Road in Dardenne Prairie, Missouri, and before the Board of Aldermen on **Wednesday, MAY 20, 2026, at 7:00 p.m.**, or as soon thereafter as same may be heard, at the City of Dardenne Prairie City Hall located at 2032 Hanley Road in Dardenne Prairie, Missouri concerning the following:

Rezoning Request with CUP

Name of Applicant: Missouri Siding - Terry & Diane Moyers
 Name of Owners: Terry & Diane Moyers

Present Zoning Classification: R-1B
 Proposed Zoning Classification: C-1 with CUP

Proposed Use: Office only use for Siding Company - no materials or trucks stored on property and no deliveries received at address

Address of Property: 2355 Post Road, Dardenne Prairie MO 63368

Property Legal Description: Southeast Quarter of the Northeast Quarter of Section 11, Township 46 North, Range 2 East

4153784 St. Charles Apr. 15, 2026

ANGELA M BRIDGEWATER
 Notary Public - Notary Seal
 State of Missouri
 Commissioned for Jefferson County
 My Commission Expires: March 22, 2029
 Commission Number: 17091312

PUBLIC HEARING NOTICE

The City of Dardenne Prairie, Missouri, will conduct a Public Hearing regarding a Rezoning with Conditional Use Permit Application for a tract of land before the Planning and Zoning Commission on **Wednesday, MAY 13, 2026, at 7:00 p.m.**, or as soon thereafter as same may be heard, at the City of Dardenne Prairie City Hall located at 2032 Hanley Road in Dardenne Prairie, Missouri, and before the Board of Aldermen on **Wednesday, MAY 20, 2026, at 7:00 p.m.**, or as soon thereafter as same may be heard, at the City of Dardenne Prairie City Hall located at 2032 Hanley Road in Dardenne Prairie, Missouri concerning the following:

Rezoning Request with CUP

Name of Applicant: Missouri Siding – Terry & Diane Moyers

Name of Owners: Terry & Diane Moyers

Present Zoning Classification: R-1B

Proposed Zoning Classification: C-1 with CUP

Proposed Use: Office only use for Siding Company – no materials or trucks stored on property and no deliveries received at address

Address of Property: 2355 Post Road, Dardenne Prairie MO 63368

Property Legal Description: Southeast Quarter of the Northeast Quarter of Section 11, Township 46 North, Range 2 East

St. Charles Business Record
1600 Heritage Landing
St. Peters, MO, 63303
Phone: 3144211880 Fax: 0

ST. CHARLES COUNTY BUSINESS RECORD

Affidavit of Publication

To: CITY Of Dardenne Prairie - DEBBIE RYAN
2032 Hanley Rd
Dardenne Prairie, MO, 633686706

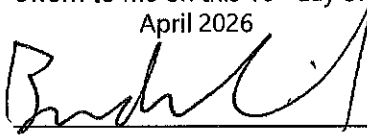
Re: Legal Notice 4154142, City of Dardenne Prairie
State of MO }
County of St. Charles County }

Before the undersigned Notary Public personally appeared Bradley Redmond on behalf of St. Charles Business Record, St. Charles County who, being duly sworn, attests that the said newspaper is qualified under the provisions of Missouri Law governing public notices to publish, and did so publish, the notice annexed hereto; starting with the 04/16/2026 edition and ending with the 04/16/2026 edition for a total of 1 publications, and that the date of publications were as follows: 04/16/2026.

Publishers fee: \$46.71

By: 
Bradley Redmond

Sworn to me on this 16th day of
April 2026

By: 
Brandon M. Crail
Notary Public, State of MO
No. 20297982
Qualified in St. Louis County
My commission expires on
March 5, 2028

PUBLIC HEARING NOTICE - CHANGE NOTICE

The City of Dardenne Prairie, Missouri will conduct Public Hearings before the Planning and Zoning Commission on Wednesday, May 13, 2026, at 7:00 p.m., and before the Board of Aldermen on Wednesday, May 20, 2026, at 7:00 p.m., or as soon thereafter as the matters may be heard, at City Hall, 2032 Hanley Road, Dardenne Prairie, Missouri.

Said hearings are to consider proposed amendments to Sections 405.175 and 405.180 of the Municipal Code regarding multiple-family residential and commercial zoning districts, including regulations related to permitted and conditional uses, density, lot size, building height, setbacks, and planned unit development (PUD) provisions.

All interested persons will be given an opportunity to be heard.
4154142 St. Charles Apr. 16, 2026



PUBLIC HEARING NOTICE – CHANGE NOTICE

The City of Dardenne Prairie, Missouri will conduct Public Hearings before the Planning and Zoning Commission on **Wednesday, May 13, 2026, at 7:00 p.m.**, and before the Board of Aldermen on **Wednesday, May 20, 2026, at 7:00 p.m.**, or as soon thereafter as the matters may be heard, at City Hall, 2032 Hanley Road, Dardenne Prairie, Missouri.

Said hearings are to consider proposed amendments to Sections 405.175 and 405.180 of the Municipal Code regarding multiple-family residential and commercial zoning districts, including regulations related to permitted and conditional uses, density, lot size, building height, setbacks, and planned unit development (PUD) provisions.

All interested persons will be given an opportunity to be heard.

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, APPROVING THE REZONING OF CERTAIN REAL PROPERTY LOCATED AT 2108 AND 2128 BATES ROAD, FROM “R-1A,” SINGLE-FAMILY RESIDENTIAL DISTRICT, TO “R-1D,” SINGLE-FAMILY RESIDENTIAL DISTRICT, PLANNED UNIT DEVELOPMENT (P.U.D.); AND APPROVING AN AREA PLAN WITH CONDITIONS FOR THE SAME

WHEREAS, on March 11, 2026, the City of Dardenne Prairie, Missouri (the “City”) received an application from BluOnx Development LLC, a Missouri limited liability company (the “Applicant”), for the rezoning of approximately 6.89 acres of real property more particularly described in **Exhibit A**, attached hereto and incorporated by reference herein, more commonly known as 2108 and 2128 Bates Road (the “Property”), currently zoned “R1-A,” Single-Family Residential District, pursuant to the Municipal Code of the City of Dardenne Prairie, Missouri (the “City Code”), and owned by the Danette L. Hug Trust dated March 14, 2023, and the Bishop Family Trust dated January 24, 2008, and restated July 19, 2013 (the “Owner”); and

WHEREAS, as part of 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 Applicant requested that the Property be rezoned to “R-1D,” Single-Family Residential District, with a P.U.D.; and

WHEREAS, on May 13, 2026, 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 approval of said rezoning application and P.U.D. Area Plan; and

WHEREAS, the Board of Aldermen 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 residents were given an opportunity to be heard on the proposed rezoning application request and P.U.D. Area Plan; and

WHEREAS, the Board of Aldermen finds it to be in the best interest of the City to grant the proposed rezoning application request and P.U.D. Area Plan, subject to the conditions enumerated herein.

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 6.89 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 6.89 acres of real property from “R-1A,” Single-Family Residential District, to “R-1D,” Single-Family Residential District, with a 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 reflected on the Area Plan approved in Section 2 of this Ordinance.

SECTION 2. 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 The Sterling Company, dated April 3, 2026, referencing Project Number #25-05-123, 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 3. Area Plan Conditions of Approval. The approval of the Area Plan pursuant to Section 2 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 an “R-1D,” Single-Family Residential 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) shall architecturally enhance the side elevations of the homes constructed on Lots 1, 3, 4, 11, 13, 14, 20, 21, and 25, as designated on the Area Plan, as previously reviewed the siding shall be brought within 10” of grade and the addition of an enhanced landscaping package shall be included on the visible side of the home, to the satisfaction of the City Administrator prior to the issuance of any Certificate of Occupancy; and
3. The Applicant and the Owner (and their respective successors in interest) agree that the homes constructed on Lots 4, 5, 6, 7, 8, 9, and 10, as designated on the Area Plan, shall be single-story homes; and
4. The Applicant and the Owner (and their respective successors in interest) agree to remove all existing wire fencing on the Property prior to the occupancy of any residence; and

5. The Applicant and the Owner (and their respective successors in interest) agree to provide a lighting plan for review by the City Planning Department, and agree that all exterior lighting shall follow the requirements set forth in Section 405.450 of the City Code prior to the installation of any site lighting, not including any lighting proposed on a dwelling; and
6. The Applicant and the Owner (and their respective successors in interest) agree that permanent monuments shall be installed throughout the Property following the requirements named in Section 410.280 of the Municipal Code subject to review by the City Engineer; and
7. The Applicant and the Owner (and their respective successors in interest) agree that all open spaces identified in the approved Area Plan and which are to remain in private ownership shall permanently remain as open space and shall be properly maintained at all times; and
8. The Applicant and the Owner (and their respective successors in interest) shall remove all invasive plant species present on the Property prior to occupancy of any residence; and
9. The Applicant and the Owner (and their respective successors in interest) agree that all landscape material, living and non-living, shall be healthy and in place prior to issuance of a final occupancy permit; provided however, a temporary certificate may be issued without the installation so long as written assurances are given that the planting will take place when the proper season arrives. The Applicant and the Owner shall cause to be posted an escrow agreement insuring or guaranteeing the landscaping of the Property per the approved landscaping plan, and said escrow agreement shall be the same as set out in Section 410.130 of the Municipal Code; and
10. The Applicant and the Owner (and their respective successors in interest) agree that any and all trees, shrubs, fences, walls, and other landscaping materials depicted on plans approved by the City shall be considered as elements of the project in the same manner as parking, building materials, and other details are elements of the Area Plan, more particularly described hereunder:
 - a. The Applicant and Owner (and their respective successors in interest) shall be responsive for the continued maintenance of all depicted landscaping materials; and
 - b. Plant material that exhibits evidence of insect pests, disease, and/or damage shall be appropriately treated and dead plants promptly removed and replaced within the next planting season; and

- c. Should landscaping not be installed, maintained, and/or replaced as necessary to comply with the approved plan, the then-current Owner of record shall be considered in violation of terms of the building or occupancy permit, with enforcement of Section 405.560 of the Municipal Code vested in the Zoning Administrator or his or her designee; and
11. The Applicant and the Owner (and their respective successors in interest) shall comply with Section 405.250.B of the Municipal Code to the satisfaction of the City Engineer, particularly as it relates to easements necessary for stormwater and sanitary sewers depicted on the Area Plan; and
 12. The Applicant and the Owner (and their respective successors in interest) agree that all Lots shall comply with a minimum side yard setback of seven (7) feet; and
 13. The Applicant and the Owner (and their respective successors in interest) shall cause the retaining wall located near and along the south property line of the Property to be inspected by a qualified structural engineer for structural integrity, noting any visible movement of the retaining wall (tilting, bulging or buckling), drainage issues and structural damage prior to the commencement of any construction activity in furtherance of the Area Plan, and, again, after the Zoning Administrator's inspection of final grading pursuant to Section 410.080 of the City Code, to determine whether any damage or degradation occurred during construction activities. Written reports of such inspections shall be submitted to the City Engineer. If any such damage or degradation is identified in the post-grading report, the Applicant and the Owner (and their respective successors in interest) shall repair the retaining to the satisfaction of the City Engineer before the City will issue any occupancy permits for any residence pursuant to Chapter 500 of the City Code.

SECTION 4. 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 5. Effective Date. This Ordinance shall be in full force and take effect from and after the date of its final passage and approval.

SECTION 6. 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 7. Severability Clause. If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder

hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer valid, 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.]

BILL NO. 26-21

ORDINANCE NO. _____

Read for the first time this _____ day of _____, 2026.

Mayor

Attest:

City Clerk

Read the second time, passed and approved by the Board of Aldermen this _____ day of _____, 2026.

Mayor

Attest:

City Clerk

Exhibit A

A TRACT OF LAND BEING PART OF U.S. SURVEY 1669, TOWNSHIP 46 NORTH, RANGE 3 EAST OF THE FIFTH PRINCIPAL MERIDIAN, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF BATES ROAD AND THE NORTH LINE OF PROPERTY NOW OR FORMERLY TO LEE AND HEIDEL TUVESON, AS RECORDED IN DEED BOOK 1949, PAGE 1373 OF THE ST. CHARLES COUNTY RECORDER'S OFFICE; THENCE LEAVING SAID POINT ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 00°17'26" EAST, 249.43 FEET TO A POINT AT THE INTERSECTION OF SAID EAST RIGHT-OF-WAY LINE AND THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 364 (SOUTH OUTER 364); THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING COURSES DISTANCES: NORTH 22°25'56" EAST, 115.73 FEET; NORTH 04°07'58" WEST, 44.72 FEET; NORTH 54°26'16" EAST, 94.34 FEET; SOUTH 59°26'15" EAST, 212.13 FEET; SOUTH 72°45'44" EAST, 110.45 FEET; NORTH 83°22'40" EAST, 102.96 FEET; SOUTH 67°34'04" EAST, 231.03 FEET; SOUTH 70°08'31" EAST, 262.74 FEET; SOUTH 67°47'16" EAST, 28.01 FEET TO THE NORTHWEST CORNER OF PROPERTY NOW OR FORMERLY TO FORT ZUMWALT SCHOOL DISTRICT, AS RECORDED IN DEED BOOK 1391, PAGE 169 OF THE ABOVEMENTIONED RECORDER'S OFFICE; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE ALONG THE WEST LINE OF SAID FORT ZUMWALT SCHOOL DISTRICT PROPERTY, SOUTH 00°04'09" WEST, 142.95 FEET TO THE NORTHEAST CORNER OF PROVIDENCE PLAT 10, AS RECORDED IN PLAT BOOK 45, PAGE 278 OF SAID RECORDER'S OFFICE; THENCE LEAVING SAID WEST LINE ALONG SAID NORTH LINE OF PROVIDENCE PLAT 10, PROVIDENCE PLAT 3, AS RECORDED IN PLAT BOOK 41, PAGE 277 OF SAID RECORDER'S OFFICE AND THE ABOVEMENTIONED NORTH LINE OF SAID TUVESON PROPERTY, NORTH 89°46'55" WEST, 995.80 FEET TO THE POINT OF BEGINNING CONTAINING 300,556 SQUARE FEET OR 6.89 ACRES, MORE OR LESS, ACCORDING TO CALCULATIONS BY THE STERLING COMPANY DURING THE MONTH OF JULY 2025.



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

REZONING REQUEST

CITY OF DARDENNE PRAIRIE, MISSOURI
www.DardennePrairie.org

APPLICANT:

BluOnx Development, LLC
Company Name
Steve Valentine
Printed Name, Title
2646 Highway 109, Suite 100B
Street Address
Wildwood, Mo. 63040
City/State/Zip Code
(248) 568-1989
Telephone
Steve@bluonx.com
Email Address

STREET ADDRESS OF REZONING: 2108 & 2128 Bates Road

OWNER (attach additional): 1 of 2
Danelle L. Hug trust dated March 14, 2023
Printed Name

Printed Name
2128 Bates Road
Street Address
Dardenne Prairie, Mo. 63368
City/State/Zip Code

Telephone

Email Address

Contract Purchaser/Developer:
BluOnx Development, LLC
Company Name
Steve Valentine
Printed Name, Title
2646 Highway 109, Suite 100B
Street Address
Wildwood, Mo. 63040
City/State/Zip Code
(248) 568-1989
Telephone
Steve@bluonx.com
Email Address

LEGAL DESCRIPTION OF PROPERTY (other than address) Part of lot 3 of Caroline M. Bates Farm and Part of lots 7 and 11 of Walnut Grove Tract in US Survey 11669 Twp 46 N, Range 3 East

EXISTING ZONING: R-1A PROPOSED ZONING: R-ID w PUD.

PROPOSED USE: detached single family residential

NO. UNITS: 25

REZONING REQUEST APPLICATION FEE SUBMITTED: \$ 920⁰⁰

PAID
MAR 11 2026
✓ 186 for 1778.38
BY: AA



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

REZONING REQUEST

CITY OF DARDENNE PRAIRIE, MISSOURI
www.DardennePrairie.org

APPLICANT:

Blunox Development, LLC
Company Name
Steve Valentine
Printed Name, Title
2666 Highway 109, Suite 100B
Street Address
Wildwood, Mo. 63040
City/State/Zip Code
(248) 568-1989
Telephone
Steve@blunox.com
Email Address

STREET ADDRESS OF REZONING: 2108 & 2128 Bates Road

OWNER (attach additional): 2 of 2
Bishop Family Trust dated 1/24/2008 and
Printed Name re-stated 7/19/2013
2108 Bates Road
Printed Name
Street Address
Dardenne Prairie, Mo. 63368
City/State/Zip Code
Telephone
Email Address

Contract Purchaser/Developer:
Blunox Development, LLC
Company Name
Steve Valentine
Printed Name, Title
2666 Highway 109, Suite 100B
Street Address
Wildwood, Mo. 63040
City/State/Zip Code
(248) 568-1989
Telephone
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LEGAL DESCRIPTION OF PROPERTY (other than address) Part of lot 3 of Caroline M. Bates Farm and Part of lots 7 and 11 of Walnut Grove Tract in US Survey 1669 Twp 46 N, Range 3 East

EXISTING ZONING: R-1A PROPOSED ZONING: R-ID w PUD

PROPOSED USE: detached single family residential

NO. UNITS: 25

REZONING REQUEST APPLICATION FEE SUBMITTED: _____

THE **STERLING** CO
ENGINEERS & SURVEYORS

5055 New Baumgartner Road St. Louis, Missouri 63129
(314) 487-0440 fax (314) 487-8944

PROPERTY DESCRIPTION

Preliminary Boundary
Project: 2108 & 2128 Bates Road

Order Number: 25-05-123
Date: Juny 07, 2025
By: G.S.M.

A TRACT OF LAND BEING PART OF U.S. SURVEY 1689, TOWNSHIP 46 NORTH, RANGE 3 EAST OF THE FIFTH PRINCIPAL MERIDIAN, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF BATES ROAD AND THE NORTH LINE OF PROPERTY NOW OR FORMERLY TO LEE AND HEIDEL TUVESON, AS RECORDED IN DEED BOOK 1949, PAGE 1373 OF THE ST. CHARLES COUNTY RECORDER'S OFFICE; THENCE LEAVING SAID POINT ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 00°17'26" EAST, 249.43 FEET TO A POINT AT THE INTERSECTION OF SAID EAST RIGHT-OF-WAY LINE AND THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 364 (SOUTH OUTER 364); THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING COURSES DISTANCES: NORTH 22°25'56" EAST, 115.73 FEET; NORTH 04°07'58" WEST, 44.72 FEET; NORTH 54°26'16" EAST, 94.34 FEET; SOUTH 59°26'15" EAST, 212.13 FEET; SOUTH 72°45'44" EAST, 110.45 FEET; NORTH 83°22'40" EAST, 102.96 FEET; SOUTH 67°34'04" EAST, 231.03 FEET; SOUTH 70°08'31" EAST, 262.74 FEET; SOUTH 67°47'16" EAST, 28.01 FEET TO THE NORTHWEST CORNER OF PROPERTY NOW OR FORMERLY TO FORT ZUMWALT SCHOOL DISTRICT, AS RECORDED IN DEED BOOK 1391, PAGE 169 OF THE ABOVEMENTIONED RECORDER'S OFFICE; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE ALONG THE WEST LINE OF SAID FORT ZUMWALT SCHOOL DISTRICT PROPERTY, SOUTH 00°04'09" WEST, 142.95 FEET TO THE NORTHEAST CORNER OF PROVIDENCE PLAT 10, AS RECORDED IN PLAT BOOK 45, PAGE 278 OF SAID RECORDER'S OFFICE; THENCE LEAVING SAID WEST LINE ALONG SAID NORTH LINE OF PROVIDENCE PLAT 10, PROVIDENCE PLAT 3, AS RECORDED IN PLAT BOOK 41, PAGE 277 OF SAID RECORDER'S OFFICE AND THE ABOVEMENTIONED NORTH LINE OF SAID TUVESON PROPERTY, NORTH 89°46'55" WEST, 995.80 FEET TO THE POINT OF BEGINNING CONTAINING 300,556 SQUARE FEET OR 6.89 ACRES, MORE OR LESS, ACCORDING TO CALCULATIONS BY THE STERLING COMPANY DURING THE MONTH OF JULY 2025.

REZONING REQUEST

In reviewing any application for rezoning, the Planning and Zoning Commission shall identify and evaluate all factors relevant to the application and shall report its findings in full, along with its recommendation, to the Board of Aldermen. The facts to be considered by the Commission include:

- A. Whether or not the requested zoning is justified by a change in conditions since the original ordinance was adopted or, by an error in the original ordinance.
- B. The precedents, the possible effects of such precedents, which might likely result from approval or denial of the application.
- C. The ability of the City or other government agencies to provide any services, facilities and/or programs that might likely result from approval or denial of the petition.
- D. Effect of approval of the application on the condition and/or value of property in the City or in adjacent civil divisions.
- E. Effect of approval of the petition on adopted development policies of the City and other government units.
- F. The zoning and land use recommended by the Comprehensive Plan.

CHECKLIST TO COMPLETE THIS APPLICATION

Provide two (2) folded copies of a scaled map of the property, correlated with the legal description and clearly showing the location of the property.
Additional copies for distribution to Planning and Zoning Commission and Board of Aldermen members will be requested upon review by the City Engineer..

Electronic and paper copy of legal description of the property are provided. Electronic files may be sent via email to the City Engineer (cityengineer@dardenneprairie.org).

Provide a list of the names and mailing addresses of property owners with property within an area determined by lines drawn parallel to and three hundred (300) feet distant from the boundaries of the subject property. Electronic files may be sent via email to the City Engineer (cityengineer@dardenneprairie.org).

A good faith effort shall be made by the petitioner to notify by mail all property owners known to the petitioner whose property is within an area determined by lines drawn parallel to and three hundred (300) feet distant from the subject property of the time and place of the public hearings. Such notices shall be postmarked at least fifteen (15) days prior to the date of the hearings.

Date of 1st Public Hearing: _____ Postmark Deadline: _____

The applicant is required to appear before the Planning and Zoning Commission and Board of Aldermen.

Please Note:

Prior to approval of a Building Permit, a Construction Site Plan must be reviewed and approved by the City Engineer. In addition, the appropriate Fire Protection District will need to review and approve the development.

Any signage to be placed on the subject property requires a separate Sign Permit or Master Sign Plan. Any business occupying the site requires approval of a Business License.

Before signing this application, make sure all items above are completed

Steve Valentine

March 4, 2026

Applicant's Signature

Date

Owner's Signature

Date

(2108 Baker Rd)

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

CHECKLIST TO COMPLETE THIS APPLICATION

Provide two (2) folded copies of a scaled map of the property, correlated with the legal description and clearly showing the location of the property.
Additional copies for distribution to Planning and Zoning Commission and Board of Aldermen members will be requested upon review by the City Engineer..

Electronic and paper copy of legal description of the property are provided. Electronic files may be sent via email to the City Engineer (cityengineer@dardenneprairie.org).

Provide a list of the names and mailing addresses of property owners with property within an area

determined by lines drawn parallel to and three hundred (300) feet distant from the boundaries of the subject property. Electronic files may be sent via email to the City Engineer (cityengineer@dardenneprairie.org).

A good faith effort shall be made by the petitioner to notify by mail all property owners known to the petitioner whose property is within an area determined by lines drawn parallel to and three hundred (300) feet distant from the subject property of the time and place of the public hearings. Such notices shall be postmarked at least fifteen (15) days prior to the date of the hearings.

Date of 1st Public Hearing: _____ Postmark Deadline: _____

The applicant is required to appear before the Planning and Zoning Commission and Board of Aldermen.

Please Note:

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Any signage to be placed on the subject property requires a separate Sign Permit or Master Sign Plan.

Any business occupying the site requires approval of a Business License.

Before signing this application, make sure all items above are completed

Steve Valentins

March 4, 2026

Applicant's Signature

Date

Owner's Signature

Date

(2128 Babas Rd)

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

Notice of Public Hearings

Date: _____

Re: Notice of Public Hearings,
Dardenne Prairie, Missouri

Dear Property Owner:

Please be advised that the City of Dardenne Prairie, Missouri, will conduct a Public Hearing regarding a Conditional Use Permit application for a tract of land near your property before the Planning and Zoning Commission on Wednesday, [month] [day], [year], at 7:00 p.m., or as soon thereafter as same may be heard, at the city of Dardenne Prairie City Hall located at 2032 Hanley Road in Dardenne Prairie, Missouri, and before the Board of Aldermen on Wednesday, [month] [day], [year], at 7:00 p.m., or as soon thereafter as same may be heard, at the City of Dardenne Prairie City Hall located at 2032 Hanley Road in Dardenne Prairie, Missouri concerning the following:

Name of Applicant:	<u>Blue Day Development LLC</u>
Name of Owner:	_____
Present Zoning Classification:	<u>R-1A</u>
Proposed Zoning Classification:	<u>R-1D w/P.U.D</u>
Proposed Use:	<u>detached single family residential</u>
Property Location:	<u>2108 & 2128 Bates Road</u>

Please be advised that you have the right to be heard at the public hearings. If you have any questions, feel free to contact me at 248-548-1987 or the city of Dardenne Prairie at the telephone numbers listed below.

Sincerely,

Petitioner

cc:

Kimberlie Clark, Dardenne Prairie City Clerk (636) 561-1718

Parcel ID:	Owner:	Site Address:	Mailing Address:
2-113A-9791-00-000A-00000000	PROVIDENCE OWNERS ASSOCIATION	THAYER CT, DARDENNE PRAIRIE, 63366	14323 S OUTER FORTY RD SUITE 301 N, CHESTERFIELD MO, 63017
2-113A-A231-00-0023-00000000	KIRKLAND PATRICIA A FAM LIV TRUST	726 THAYER CT, DARDENNE PRAIRIE, 63366	726 THAYER CT, DARDENNE PRAIRIE MO, 63366
2-113A-A231-00-0024-00000000	JUNG BRIGITTE C	724 THAYER CT, DARDENNE PRAIRIE, 63366	724 THAYER CT, DARDENNE PRAIRIE MO, 63366
2-113A-A231-00-000A-00000000	PROVIDENCE OWNERS ASSOCIATION	THAYER CT, DARDENNE PRAIRIE, 63366	14323 S OUTER FORTY RD SUITE 301 N, CHESTERFIELD MO, 63017
2-113A-A563-00-0009-00000000	ABELN JOSEPH B*ABELN DEBORAH L	725 THAYER CT, DARDENNE PRAIRIE, 63366	725 THAYER CT, DARDENNE PRAIRIE MO, 63366
2-113A-A563-00-0013-00000000	CASTELLO CHARLES P*CASTELLO LINDA K	737 THAYER CT, DARDENNE PRAIRIE, 63366	737 THAYER CT, DARDENNE PRAIRIE MO, 63366
2-113A-9693-00-000A-00000000	PROVIDENCE OWNERS ASSOCIATION	THAYER CT, DARDENNE PRAIRIE, 63366	14323 S OUTER FORTY RD SUITE 301 N, CHESTERFIELD MO, 63017
2-113A-9791-00-0016-00000000	WEBSTER MARY SHARON REVOC LIV TRUST	745 THAYER CT, DARDENNE PRAIRIE, 63366	745 THAYER CT, DARDENNE PRAIRIE MO, 63366
2-113A-A563-00-0010-00000000	TONY DANIEL L*TONY DEBRA L	742 THAYER CT, DARDENNE PRAIRIE, 63366	742 THAYER CT, DARDENNE PRAIRIE MO, 63366
2-113A-A563-00-0031-00000000	STEBER GARY J*STEBER HELEN M	819 BENEFIT ST, DARDENNE PRAIRIE, 63366	819 BENEFIT ST, DARDENNE PRAIRIE MO, 63366
2-113A-A563-00-0001-00000000	HOOK FAMILY TRUST	715 THAYER CT, DARDENNE PRAIRIE, 63366	715 THAYER CT, DARDENNE PRAIRIE MO, 63366
2-113A-A563-00-0010-00000000	HOOK FAM REVOC TRUST	727 THAYER CT, DARDENNE PRAIRIE, 63366	727 THAYER CT, DARDENNE PRAIRIE MO, 63366
2-113A-A563-00-0007-00000000	ESLINGER MELVIN*ESLINGER RUTH	719 THAYER CT, DARDENNE PRAIRIE, 63366	719 THAYER CT, OFALLON MO, 63366
2-113A-A563-00-0012-00000000	HULL WILLIAM C JR*HULL KATHLEEN R	733 THAYER CT, DARDENNE PRAIRIE, 63366	733 THAYER CT, DARDENNE PRAIRIE MO, 63366
2-113A-A563-00-0030-00000000	WEBER DONNA S	815 BENEFIT ST, DARDENNE PRAIRIE, 63366	815 BENEFIT ST, DARDENNE PRAIRIE MO, 63366
2-113A-1669-00-0004-01000000	TUVESON LEE W*TUVESON HEIDEL H	2132 BATES RD, DARDENNE PRAIRIE, 63366	2132 BATES RD, DARDENNE PRAIRIE MO, 63366
2-113A-1669-00-0004-01000000	BISHOP FAM TRUST	2108 BATES RD, DARDENNE PRAIRIE, 63366	4 TWILIGHT DR, ST PETERS MO, 63376
2-113A-9791-00-0015-00000000	FELDT JAMES*FELDT LINDA	743 THAYER CT, DARDENNE PRAIRIE, 63366	743 THAYER CT, DARDENNE PRAIRIE MO, 63366
2-113A-A217-00-0002-00000000	OGSRMAN DIANA*OGSRMAN JAMES	701 THAYER CT, DARDENNE PRAIRIE, 63366	701 THAYER CT, DARDENNE PRAIRIE MO, 63366
2-113A-A217-00-000A-00000000	WAGNER KAREN J	703 THAYER CT, DARDENNE PRAIRIE, 63366	703 THAYER CT, DARDENNE PRAIRIE MO, 63366
2-113A-A217-00-000A-00000000	PROVIDENCE OWNERS ASSOCIATION	THAYER CT, DARDENNE PRAIRIE, 63366	14323 S OUTER FORTY RD SUITE 301 N, CHESTERFIELD MO, 63017
2-113A-A256-00-0022-00000000	THOMAS FAM IRREVOC TRUST	730 THAYER CT, DARDENNE PRAIRIE, 63366	730 THAYER CT, DARDENNE PRAIRIE MO, 63366
2-113A-A699-00-0025-00000000	DAHL JACK IVER*DAHL BARBARA JOYCE	801 BENEFIT ST, DARDENNE PRAIRIE, 63366	801 BENEFIT ST, DARDENNE PRAIRIE MO, 63366
2-113A-A255-00-0028-00000000	FOWLER DEBRA R	809 BENEFIT ST, DARDENNE PRAIRIE, 63366	809 BENEFIT ST, DARDENNE PRAIRIE MO, 63366
2-113A-A856-00-0020-00000000	BONSTELL CHRISTOPHER A*BONSTELL ROSEANN	736 THAYER CT, DARDENNE PRAIRIE, 63366	736 THAYER CT, DARDENNE PRAIRIE MO, 63366
2-113A-1669-00-009A-20000000	PROVIDENCE HOMEOWNERS ASSOC	BATES RD, DARDENNE PRAIRIE, 63366	14323 S OUTER FORTY RD STE 301N, CHESTERFIELD MO, 63019
4-069A-7424-00-0120-00000000	DILL DAVID K*DILL CATHERINE A	7342 PIERSE DR, DARDENNE PRAIRIE, 63368	7342 PIERSE DR, DARDENNE PRAIRIE MO, 63368
4-069A-7424-00-0121-00000000	FLOD TODD*HERNANDEZ ELIZABETH J	7352 PIERSE DR, DARDENNE PRAIRIE, 63368	7352 PIERSE DR, DARDENNE PRAIRIE MO, 63368
4-069A-7424-00-000C-00000000	COVE AT DARDENNE HOMEOWNERS ASSOCIATION	PIERSE DR, DARDENNE PRAIRIE, 63368	13100 MANCHESTER RD STE G55, ST LOUIS MO, 63131
2-113A-A563-00-0011-00000000	COLLINS RESID TRUST	731 THAYER CT, DARDENNE PRAIRIE, 63366	731 THAYER CT, DARDENNE PRAIRIE MO, 63366
2-113A-A563-00-000C-00000000	HUG DANETTE L TRUST	THAYER CT, DARDENNE PRAIRIE, 63366	14323 S OUTER FORTY RD SUITE 301 N, CHESTERFIELD MO, 63017
2-113A-1669-00-0004-01300000	MATRECI CAROLE V	2128 BATES RD, DARDENNE PRAIRIE, 63366	2128 BATES RD, DARDENNE PRAIRIE MO, 63366
2-113A-9693-00-0004-00000000	PEARSON TANIA TANISE LIV TRUST	707 THAYER CT, DARDENNE PRAIRIE, 63366	707 THAYER CT, DARDENNE PRAIRIE MO, 63366
2-113A-A256-00-0021-00000000	HALL KIMBERLY	709 THAYER CT, DARDENNE PRAIRIE, 63366	4508 ACACIA RIDGE ST, SACRAMENTO CA, 95834
2-113A-A563-00-000A-00000000	PROVIDENCE OWNERS ASSOCIATION	732 THAYER CT, DARDENNE PRAIRIE, 63366	242 CHESTNUT HILL DR, OFALLON MO, 63364
2-113A-A563-00-000A-00000000	PROVIDENCE OWNERS ASSOCIATION	THAYER CT, DARDENNE PRAIRIE, 63366	14323 S OUTER FORTY RD SUITE 301 N, CHESTERFIELD MO, 63017
2-113A-A563-00-0000-00000000	PROVIDENCE OWNERS ASSOCIATION	THAYER CT, DARDENNE PRAIRIE, 63366	14323 S OUTER FORTY RD SUITE 301 N, CHESTERFIELD MO, 63017
4-069A-7424-00-0116-00000000	WILLIE BRYAN P*WILLIE LISA A	THAYER CT, DARDENNE PRAIRIE, 63366	14323 S OUTER FORTY RD SUITE 301 N, CHESTERFIELD MO, 63017
4-069A-7659-00-000A-00000000	COVE AT DARDENNE HOMEOWNERS ASSOCIATION	7447 PIERSE DR, DARDENNE PRAIRIE, 63368	7447 PIERSE DR, DARDENNE PRAIRIE MO, 63368
2-113A-A563-00-000A-00000000	PROVIDENCE OWNERS ASSOCIATION	BOATSIDE DR, DARDENNE PRAIRIE, 63368	13100 MANCHESTER RD STE G55, ST LOUIS MO, 63131
4-069A-7424-00-0118-00000000	OLDANI CHARLES A*OLDANI KARLA	THAYER CT, DARDENNE PRAIRIE, 63366	14323 S OUTER FORTY RD SUITE 301 N, CHESTERFIELD MO, 63017
4-069A-7424-00-0122-00000000	KLEWEIN CHRISTOPHER*KLEWEIN KIM	803 BENEFIT ST, DARDENNE PRAIRIE, 63368	803 BENEFIT ST, DARDENNE PRAIRIE MO, 63368
2-113A-A563-00-0026-00000000	ROBARDS STEVEN C*ROBARDS MELISSA A	7427 PIERSE DR, DARDENNE PRAIRIE, 63368	7427 PIERSE DR, DARDENNE PRAIRIE MO, 63368
2-113A-A563-00-0019-00000000	BAKER ANTHONY V*BAKER MICHELLE K	7362 PIERSE DR, DARDENNE PRAIRIE, 63368	7362 PIERSE DR, DARDENNE PRAIRIE MO, 63368
2-113A-1669-00-0003-30000000	FORT ZUMWALT SCHOOL DISTRICT	738 THAYER CT, DARDENNE PRAIRIE, 63366	738 THAYER CT, DARDENNE PRAIRIE MO, 63368
4-069A-7424-00-0119-00000000	CUNNINGHAM JON A*CUNNINGHAM SALLY P	7398 TWIN CHIMNEYS BLVD, OFALLON, 63368	110 VIRGIL ST, OFALLON MO, 63366
2-113A-A255-00-0027-00000000	SCHLUETER NINA A REVOC TRUST	7332 PIERSE DR, DARDENNE PRAIRIE, 63368	7332 PIERSE DR, DARDENNE PRAIRIE MO, 63368
2-113A-A255-00-000A-00000000	PROVIDENCE OWNERS ASSOCIATION	807 BENEFIT ST, DARDENNE PRAIRIE, 63368	807 BENEFIT ST, DARDENNE PRAIRIE MO, 63368-7348
2-113A-A563-00-0005-00000000	HAMMOND CRAIG S*HAMMOND JUDITH A REVOC LIV TRUS	BENEFIT ST, DARDENNE PRAIRIE, 63368	14323 S OUTER FORTY RD SUITE 301 N, CHESTERFIELD MO, 63017
2-113A-A563-00-0008-00000000	KEARNEY KAREN E	721 THAYER CT, DARDENNE PRAIRIE, 63368	721 THAYER CT, DARDENNE PRAIRIE MO, 63368
2-113A-A563-00-0029-00000000	WILL EUGENE C*WILL LINDA G	813 BENEFIT ST, DARDENNE PRAIRIE, 63368	813 BENEFIT ST, DARDENNE PRAIRIE MO, 63368
2-113A-A856-00-0048-00000000	WOOLDRIDGE MICHAEL*WOOLDRIDGE DORIS	802 BENEFIT ST, DARDENNE PRAIRIE, 63368	802 BENEFIT ST, DARDENNE PRAIRIE MO, 63368



Cathy Pratt
City Administrator
CPratt@DardennePrairie.org
Phone 636.755.5303

Staff Report

TO: Planning and Zoning Commission

FROM: Cathy Pratt

DATE: May 4, 2026

SUBJECT: Stillwater Grove PUD Area Plan, Rezoning, and Preliminary Plat

Project Summary

The 6.89-acre site is located on the southeast corner of South Outer Road 364 and Bates Road, north of the Villas at Providence and east of the Cove at Dardenne residential developments. The site is surrounded by residential uses to the west and south and Twin Chimneys Elementary School to the east (see Figure 1 below). The applicant proposes a Planned Unit Development (PUD) Area Plan to allow deviations from the Single-Family Residential District R-1D development standards, Rezoning of the parcel from Single-Family Residential (R-1A) to Single-Family Residential District Planned Unit Development R-1DPUD, and a Preliminary Plat for the subdivision of the parcel into several lots. The plan includes 27 new lots and 25 single-family homes. The homes are single, 1.5-story, and 2-story homes. Site access is provided via a 26' wide private street from Bates Road.

Figure 1: Project Location



Background

The project was presented to the Planning and Zoning Commission (PZC) and Board of Alderman (BOA) at several meetings. A brief summary of each meeting is listed below. The previous request involved a Site Plan Review, a Rezoning Request from R1-A to R1-D, and a Conditional Use Permit (CUP) to allow single-family attached dwellings, and a Preliminary Plat. The proposed development included 28 attached units in 14 buildings. Each unit would be equipped with two-car garages and basements.

- August 13, 2025 PZC – Commission tabled the item to their next meeting on September 10, 2025.
- August 20, 2025 BOA – Board postponed item to their meeting on September 17, 2025
- September 10, 2025 PZC – Application was incomplete and item was postponed to their next meeting on October 8, 2025.
- September 17, 2025 BOA - Board continued the item to their October 15, 2025 meeting.
- October 8, 2025 PZC – Three individuals spoke at the hearing, and the item was continued to the November 12, 2025 meeting.
- October 15, 2025 BOA - Board postponed the item to their meeting on November 19, 2025.
- November 12, 2025 PZC – PZC recommended denial for the rezoning from R1-A to R1-D. PZC approved the Conditional Use with conditions to the plan dated November 12, 2025. PZC approved the Preliminary Plat with conditions to Conditional Use for the plan dated November 12, 2025.
- November 19, 2025 BOA - Two residents from the Providence subdivision (residential development directly south of the project site) spoke against the project and voiced concerns regarding noise, privacy, and water detention. This is the first reading of Bill No. 25-54 for the rezone of the property.
- December 3, 2025 BOA – Several people and residents voiced their opinion of the project. The Board had a second reading of Bill No. 25-54 by title only and postponed the final passage of the bill until their December 17, 2025 meeting in order to provide additional time for the applicant to submit updated plans which show the required fencing and larger garages to accommodate trash bins.
- December 17, 2025 BOA - The Board had a tied vote on Bill No. 25-54 for the rezoning; hence the item was denied. In a similar fashion, there was a first reading of Bill No. 25-55 for the CUP portion of the project; that had a tied vote and was denied.

The main differences between the previous proposal and the current proposal are listed below:

- 28 attached single-family homes are now 25 detached single-family homes
- The private street design had ended with a cul-de-sac; now, a small cul-de-sac is near the subdivision entrance and on the north side and the street has a dead-end.

- A 6-foot-tall vinyl fencing will be installed along the southern boundary of the property.
- The larger detention basin was shifted more eastward, utilizing part of the existing pond. The overall sum area of the detention basins has increased.

Comprehensive Plan & Vision Study Recommendations

The 2020 Comprehensive Plan Vision designates the project site as “Villa Residential” on the Future Land Use Map.

On page 50, the Plan says, *“Where the Future Land Use Plan proposes residential development for properties that are currently vacant, there is no attempt to make a distinction between the types of development. Rather this Plan recommends that consideration for the type and density of residential development be indicated by the adjacent land uses, roadway access and other development considerations unique to the site. Any residential development that deviates from the underlying zoning densities, or is not traditional single-family detached by nature, should only be developed in accord with the City’s Planning Unit Development Zoning Regulations.... Generally, intense developments such as villas, (single-family attached housing), apartments and condominiums should be clustered and located along arterial streets to minimize traffic impact and the impact on single-family detached homes.”*

As proposed, the detached single-family units would comply with the 2020 Comprehensive Plan Vision which envisioned villa residential use based on adjacent uses. The proposed development would be complementary to the surrounding single-family homes to the west and south of the project site.

Zoning Compliance Summary

This project proposes changing the zone from R-1A to R-1DPUD. The R-1D district is composed of those areas of the City where the principal use is to be single-family dwellings of moderate to small size lots. The regulations of this district are designed to create and to preserve a predominately suburban character as evidenced by the lot sizes. In addition to the dwellings permitted in this district, certain common compatible recreation and public uses are conditionally allowed and strictly regulated to ensure harmony with the principal land use of the district. Single-family dwellings are a permitted use under this zone.

The applicant is requesting a PUD to allow deviations from the standard requirements found under the provisions of the R-1D Zoning District in Section 405.170D. The project’s compliance with the underlying regulatory framework is outlined in Table 1 below and lists the “R-1D” District deviations/waivers required in the proposed PUD Area Plan.

Table 1: R-1D Zoning Standards and Compliance

R-1 Standards	Required	Proposed	Complies
Min. Dwelling Size	One-Story: 1,600 SF living area One & One-Half Story: 1,900 SF Two-Story: 1,250 SF for the 1st floor and 2,200 SF total of living area.	One-Story: 1,720 SF living area One & One-Half Story: 2,204 SF Two-Story: 1,289 SF for the 1st floor and 2,895 SF total of living area.	Yes
Min. Lot Area Dwellings	12,000 SF	Ranges from 7,800 SF to 17,147 SF	No; deviation requested
Min. Lot Width	80' at building line	Ranges from 52' to 94.5' at building line	No; deviation requested
Min. Lot Depth	100'	Minimum at 108'	Yes
Max. Lot Coverage	Not to exceed 30%	34%	No; deviation requested
Max. Height	Not to exceed 2.5 stories or 35', whichever is less	Greatest height is 33' 2.5" and a maximum of 2 stories	Yes
Min. Yard Setbacks	Front: 25' Side: 10' Rear: 25'	Front: 25' Side: 6' Rear: 25'	No; deviation requested
Covered Parking	2 spaces per dwelling	2 spaces	Yes
Sidewalks	Both sides & min. 5' wide	Both sides & min. 5' wide	Yes
Landscaping*			Yes
Lots With <40% Open Space	Min. 20% landscaped with trees, shrubs, living ground cover or plant material other than grass or turf	1 tree for each lot. The landscape plans include notes that the "lawn areas shall be turf-type fescue grass or approved equivalent" and "all lots having less than 40% open spaces shall have 20% of that space landscaped."	
Lots With >40% Open Space	Min. 10% landscaped with trees, shrubs, living ground cover or plant material other than grass or turf		
Trees Lot <79 ft. wide	1 street tree in front of each lot		

Lot 80ft.+	2 street trees every 40 ft. of lot frontage		
* Must conform to the specifications detailed in the "Arboricultural Specifications Manual"			

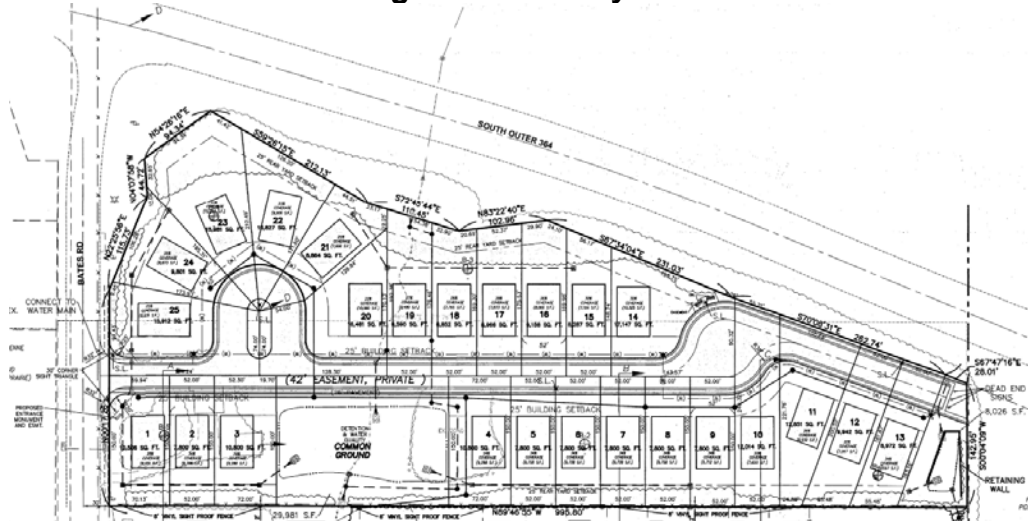
Site Layout

There is only one (1) entrance, from Bates Road, into the development. The 26-foot-wide private street has a small cul-de-sac at the northern portion of the development and ends with a dead end. The applicant has met with MoDOT in hopes to provide another entrance/exit onto South Outer 364 road but was denied the request. Sidewalks will be provided on both sides of the street to increase walkability, and a small, paved path will be provided leading towards the neighboring school. There are no proposed amenities.

Addressing Previous Concerns

When the project was proposed last year, the Commission and residents from the neighboring Providence Subdivision voiced concerns over housing product type, privacy, and drainage. The applicant had revised their project to address these concerns. The attached homes are now proposed as detached to be in keeping with the housing type offered in the Cove at Dardenne Subdivision and satisfy the Commission’s request for housing product. To increase privacy for the neighbors in the Providence Subdivision, the applicant is proposing three solutions: (1) provide a 6-foot-high vinyl fencing along the southern property line, (2) the larger of the two detention basins had increased in size, and (3) only the single-story homes will be offered on lots 4 through 10, which back properties in the Providence Subdivision with small rear yards. The two detention basins are provided in the same general area as previously proposed. Another reasoning for the increased size of the larger of the two basins was to greater help with water detention, a concern from neighbors.

Figure 2: Site Layout



Landscaping

Most of the project site is undeveloped except for the portion with a single-family home near the entrance of the development. A row of trees along the northern and southern boundaries will be left undisturbed and act as a green screen buffer. Landscaping will be provided around the detention basins. Each new residential lot will have one tree of either the swamp white oak, white oak, red maple, or sugar maple species. Small open space areas throughout the development will also be supplied with landscaping. The landscape plans include notes that the “lawn areas shall be turf-type fescue grass or approved equivalent” and “all lots having less than 40% open spaces shall have 20% of that space landscaped.” This meets landscaping requirements.

Lighting

There are four (4) streetlights proposed; three (3) along the eastern half of the street and one located at the cul-de-sac bulb. No details of the street lighting design were provided; a condition of approval was added for the proposed lighting to comply with the City’s lighting standards under DPMC Section 405.450 Exterior Lighting Standards. The proposed Area Plan includes a note that street lighting will be maintained by Ameren Missouri.

Utilities and Drainage

The entire site will be accessible to public utilities, and they will be located underground. The sanitary sewers for all proposed homes will drain by gravity and routed to the detention basins. The property is within Flood Zone X and determined to be outside the 0.2% annual Chance Flood Plain.

Design

The development will have three (3) home types – a single-story, a 1.4-story, and two-story. Elevations are provided below. All home product types will have five (5) different elevation designs - traditional, farmhouse, transitional, craftsman, and contemporary. All architectural styles will have gable roofs except for the contemporary design which will have shed roofs. All roofs will be composed of asphalt shingles. A mix of cementitious panels, vinyl siding, brick veneer, and stone veneer will be used depending on the architectural style of the home. Each home will have a porch and two-car garage. Architectural elements include decorative gable elements, shutters, window trims, corbels, posts, and awnings.

Front elevation views are provided in Figures 3-6 below. Several side views of homes will be visible from the public street or open areas; a condition has been added that the side elevations of homes 1, 3, 4, 11, 13, 14, 20, and 25 which are visible from the public street or an open space, be architecturally enhanced. The plans did not indicate the number of each house type that would be provided, however, homes on lots 4-10 will be the single-story product.

Figure 3: Single-Story Front Elevations (Ellington)



Figure 4: 1.5-Story Front Elevations (Harrington)



1 FRONT ELEVATION - REV 'W' - TRADITIONAL
4/15



2 FRONT ELEVATION - REV 'F' - MODERN/TRANSITIONAL
4/15



3 FRONT ELEVATION - REV 'F' - MODERN/TRANSITIONAL
4/15



4 FRONT ELEVATION - REV 'G' - TRANSITIONAL
4/15



Figure 5: 1.5-Story Front Elevations (Kingsleigh)



1 FRONT ELEVATION - ELEV 16 - PRAIRIEKAL
6/16



2 FRONT ELEVATION - ELEV 18 - PIONEER PARKWOOD-2
6/16



3 FRONT ELEVATION - ELEV 10 - TRADITIONAL-2
6/16



4 FRONT ELEVATION - ELEV 17 - GARDENWAY
6/16



Figure 6: Two-Story Front Elevations (Wexford)



Conditions of Approval

Staff recommend that the PZC consider the conditions listed below. The condition is italicized and an explanation for the condition request is included in regular font.

1. *The side elevations of homes 1, 3, 4, 11, 13, 14, 20, and 25, which are visible from the public street or an open space, shall be architecturally enhanced to the satisfaction of the City Administrator prior to the issuance of any Certificate of Occupancy.*

Any home elevation clearly visible from the street or an open space area should be architecturally enhanced.

2. *The homes constructed on Lots 4 through 10 shall only be single-story.*

This condition is to help with the privacy concerns of the adjacent neighbors from the Providence Subdivision.

3. *Prior to occupancy of any residence, all existing wire fencing on the property shall be completely removed.*
4. *Prior to the installation of any site lighting, not including any lighting proposed on a dwelling, the applicant shall provide a lighting plan for review by the Planning Department. All exterior lighting shall follow the requirements listed under Dardenne Prairie Municipal Code Section 405.450.*

The area plan shows four light poles does not provide any specifics on the lighting detail. Submittal of a lighting plan is needed to ensure that there is no spillover of light and glare on operators of motor vehicles, pedestrians and land use in the vicinity of a light source to promote traffic safety and to prevent the creation of nuisances.

5. *Permanent monuments shall be installed throughout the community following the requirements listed under Dardenne Prairie Municipal Code Section 410.280 for review by the City Engineer.*

These monuments will help to accurately trace street alignment.

6. *All open spaces identified in the approved Area Plan and which are to remain in private ownership shall permanently remain as open space and shall be properly maintained.*

Open spaces are scattered throughout the development. Having this condition in place will help enforce the upkeep of these spaces.

7. *Prior to occupancy of any residence, all invasive plant species present on the property shall be removed.*
8. *All landscape material, living and non-living, shall be healthy and in place prior to issuance of final occupancy permit. A temporary certificate may be issued without the installation, provided written assurances are given that the plantings will take place when the proper season arrives. The developer shall post an escrow agreement insuring or guaranteeing the landscaping of the site per the approved landscaping plan. The escrow agreement shall be the same as set out in Dardenne Prairie Municipal Code Section 410.130.*
9. *The trees, shrubs, fences, walls and other landscaping materials depicted on plans approved by the City shall be considered as elements of the project in the same manner as parking, building materials and other details are elements of the plan.*

- a. *The developer, his/her successor and/or subsequent owners and their agents shall be responsible for the continued maintenance.*

- b. *Plant material that exhibits evidence of insect pests, disease and/or damage shall be appropriately treated and dead plants promptly removed and replaced within the next planting season.*
- c. *Should landscaping not be installed, maintained and replaced as needed to comply with the approved plan, the owner and his/her agent or agents shall be considered in violation of terms of the building or occupancy permit. The Zoning Administrator or his/her designee is empowered to enforce the terms of Dardenne Prairie Municipal Code Section 405.560.*

Recommended Action

Any residential development at this location should follow the City’s PUD procedures and include considerations that make the development compatible with the adjacent existing uses. In accordance with the Comprehensive Plan, the petitioner is requesting the site be rezoned from “R-1A” to “R-1DPUD,” approval of the PUD Area Plan and preliminary plat.

Upon review, Staff provided the above excerpts and summary of the Comprehensive Plan and found the proposed Area Plan requires the deviations noted in Table 1 included in this report, all of which can be modified pursuant to the PUD procedures Section 405.220 A.

The proposed development is complementary to the existing surrounding residential uses. After consideration of the analysis provided herein and the information provided at the public hearing, Staff recommends the Planning and Zoning Commission review and recommend approval, subject to the Conditions of Approval, to the Board of Alderman.

Next Steps: 1. Consideration of the Rezoning, PUD Area Plan, and Preliminary Plat by the Board. 2. If approved, P&Z will review and recommend the Rezone, PUD Area Plan, and Final Plat to the Board for final consideration. 3. Improvement Plans. 4. Record Plat.

Enclosures

cc: Mayor Keith Widaman and Board of Aldermen
Matt Davidson, City Engineer
Debbie Ryan, City Clerk
John Young, City Attorney

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI,
APPROVING A REZONING REQUEST FOR 2355 POST ROAD FROM
“R-1B” SINGLE-FAMILY RESIDENTIAL DISTRICT, TO “C-1” LOCAL
COMMERCIAL DISTRICT**

WHEREAS, a Rezoning Request was submitted to the City of Dardenne Prairie, Missouri (the “City”), a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference (the “Application”), by Missouri Siding – Terry and Diane Moyers (the “Applicants”), for the rezoning of certain real property located at 2355 Post Road, in the City (the “Property”), and owned by Terry and Diane Moyers (collectively, the “Owners”); and

WHEREAS, the Board of Aldermen and the Planning and Zoning Commission each held a Public Hearing on the proposed Rezoning Request; and

WHEREAS, at such Public Hearings, all parties in interest and other residents were given an opportunity to be heard on the proposed change to the zoning ordinance and zoning map; and

WHEREAS, the Planning and Zoning Commission of the City considered the proposed Rezoning Request and recommended denial of the rezoning of the Property to the Board of Aldermen of the City; and

WHEREAS, the Board of Aldermen finds it to be in the best interest of the City to grant the proposed Rezoning Request.

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 the Property, which is more particularly described in the Rezoning Request attached hereto as **Exhibit A** and incorporated by reference herein, first before the Planning and Zoning Commission and then the Board of Aldermen of the City of Dardenne Prairie, and approval is hereby granted to rezone the Property from “R-1B,” Single-Family Residential District to “C-1” Local Commercial District, pursuant to the Municipal Code of the City of Dardenne Prairie, Missouri.

SECTION 2. 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 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 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 valid, 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 for the first time this _____ day of _____, 2026.

Mayor

Attest:

City Clerk

Read the second time, passed and approved by the Board of Aldermen this _____ day of _____, 2026.

Mayor

Attest:

City Clerk

Exhibit A

[attach Rezoning Request here]



RECEIVED

APR - 8 2026

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

APR 8 - 2026
920 AA
BY: _____

City of Dardenne Prairie
REZONING REQUEST
CITY OF DARDENNE PRAIRIE, MISSOURI
www.DardennePrairie.org

APPLICANT:

Missouri Siding
Company Name
Terry Moyers - President
Printed Name, Title
2355 Post Rd.
Street Address
Dardenne Prairie, MO 63368
City/State/Zip Code
636.439.2137
Telephone
terry@mosiding.com
Email Address

STREET ADDRESS OF REZONING: 2355 Post Rd.

OWNER (attach additional):
Terry & Diane Moyers
Printed Name
Terry & Diane Moyers
Printed Name
1129 charlemagne Dr.
Street Address
Lake St. Louis, MO 63367
City/State/Zip Code
314.605.9788
Telephone
Diane@mosiding.com
Email Address

Contract Purchaser/Developer:
Missouri Siding
Company Name
Terry Moyers - President
Printed Name, Title
2355 Post Rd.
Street Address
Dardenne Prairie, MO 63368
City/State/Zip Code
636.439.2137
Telephone
Terry@mosiding.com
Email Address

LEGAL DESCRIPTION OF PROPERTY (other than address) attached copy

EXISTING ZONING: R1B PROPOSED ZONING: C-1 ✓

PROPOSED USE: OFFICE ONLY; NO materials held on property, NO trucks or deliveries

NO. UNITS: 1

REZONING REQUEST APPLICATION FEE SUBMITTED: \$920⁰⁰

REZONING REQUEST

In reviewing any application for rezoning, the Planning and Zoning Commission shall identify and evaluate all factors relevant to the application and shall report its findings in full, along with its recommendation, to the Board of Aldermen. The facts to be considered by the Commission include:

- A. Whether or not the requested zoning is justified by a change in conditions since the original ordinance was adopted or, by an error in the original ordinance.
- B. The precedents, the possible effects of such precedents, which might likely result from approval or denial of the application.
- C. The ability of the City or other government agencies to provide any services, facilities and/or programs that might likely result from approval or denial of the petition.
- D. Effect of approval of the application on the condition and/or value of property in the City or in adjacent civil divisions.
- E. Effect of approval of the petition on adopted development policies of the City and other government units.
- F. The zoning and land use recommended by the Comprehensive Plan.

CHECKLIST TO COMPLETE THIS APPLICATION

Provide two (2) folded copies of a scaled map of the property, correlated with the legal description and clearly showing the location of the property.
Additional copies for distribution to Planning and Zoning Commission and Board of Aldermen members will be requested upon review by the City Engineer.

Electronic and paper copy of legal description of the property are provided. Electronic files may be sent via email to the City Engineer (cityengineer@dardenneprairie.org).

Provide a list of the names and mailing addresses of property owners with property within an area determined by lines drawn parallel to and three hundred (300) feet distant from the boundaries of the subject property. Electronic files may be sent via email to the City Engineer (cityengineer@dardenneprairie.org).

A good faith effort shall be made by the petitioner to notify by mail all property owners known to the petitioner whose property is within an area determined by lines drawn parallel to and three hundred (300) feet distant from the subject property of the time and place of the public hearings. Such notices shall be postmarked at least fifteen (15) days prior to the date of the hearings.

Date of 1st Public Hearing: _____ Postmark Deadline: _____


The applicant is required to appear before the Planning and Zoning Commission and Board of Aldermen.

Please Note:

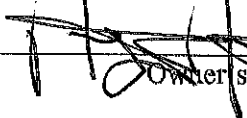
Prior to approval of a Building Permit, a Construction Site Plan must be reviewed and approved by the City Engineer. In addition, the appropriate Fire Protection District will need to review and approve the development.

Any signage to be placed on the subject property requires a separate Sign Permit or Master Sign Plan. Any business occupying the site requires approval of a Business License.

Before signing this application, make sure all items above are completed



Applicant's Signature



Owner's Signature

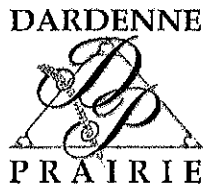
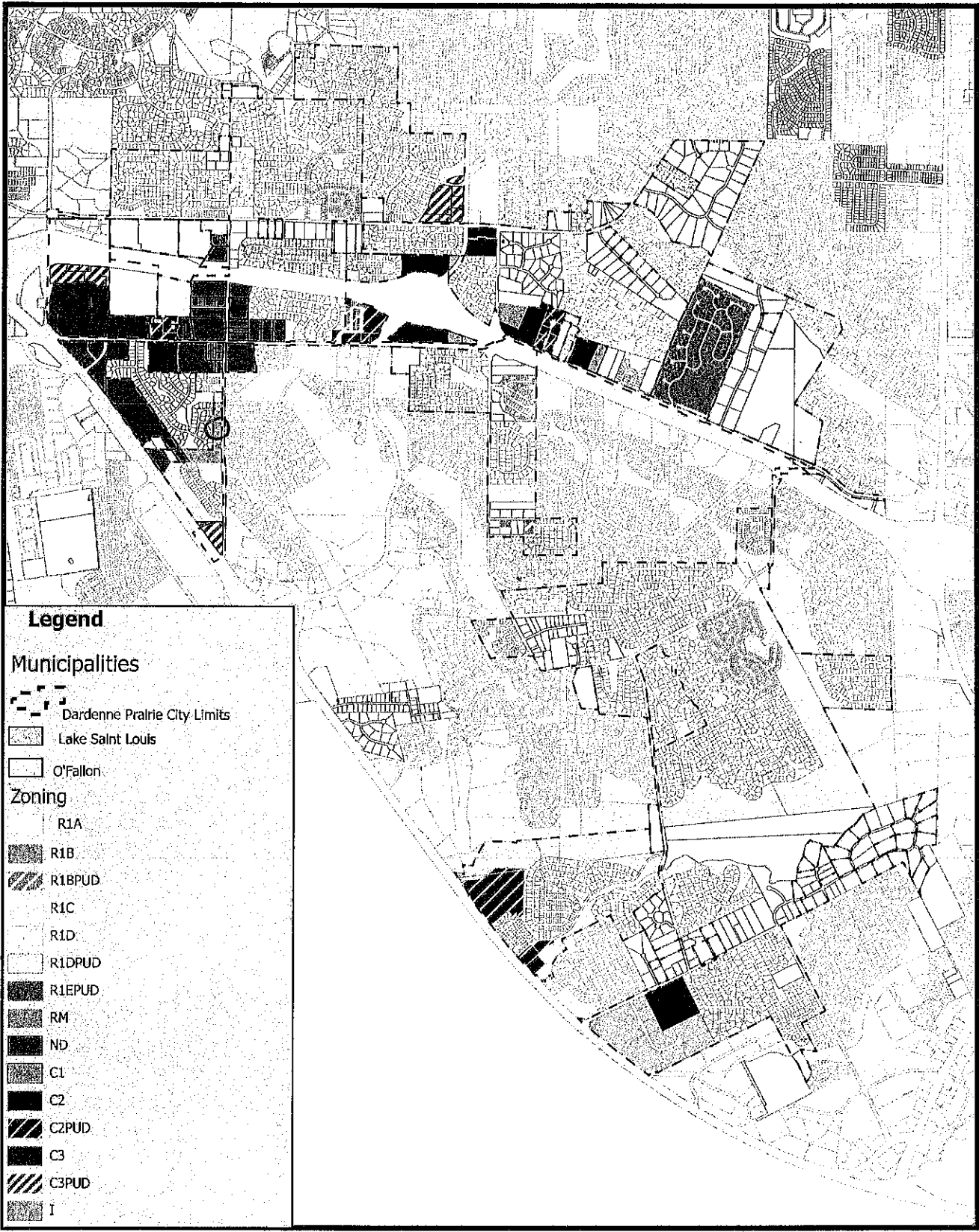
4/10/24

Date

4/16/24

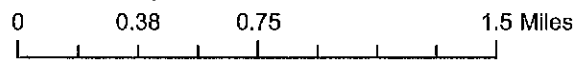
Date

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



Zoning Use Map

City of Dardenne Prairie, Missouri



June 11, 2025

Title Partners Agency, LLC

2507 Highway K
O'Fallon, MO 63368
Phone 314-394-2658 * Fax 636-294-3987

SURVEY AFFIDAVIT

(Existing Survey)

File Number: 25-343075-SRH

April 11, 2025

Property Address: 2355 Post Road
Dardenne Prairie, MO 63368


The undersigned, as Buyer(s) of the above-described property, hereby warrants that they have elected to rely on an existing survey of the Property; that they have had the opportunity to physically inspect the Property and that as of the date of this Affidavit they are not aware of any survey problems, including but not limited to, encroachment of fences, driveways or other improvements onto any adjoining property or any encroachments of fences, driveways or other improvements from adjoining property onto the above-described property.


The undersigned further represent that they have no knowledge of additions, alterations or changes made to the improvements which change the exterior dimensions of the improvements as depicted on the attached survey.

The undersigned further represents that they are not aware of any boundary disputes with owners of adjoining property. They have no knowledge of any unrecorded easements or rights of interest by others to the above property nor are they aware of any encroachment of improvements onto easements affecting this property.

If there are any exceptions to the above, please itemize, if no exception, please so indicate.

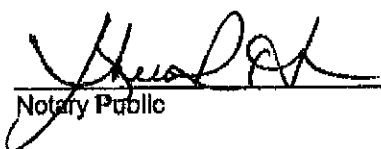
It is understood that this Affidavit is being executed to induce Title Partners Agency, LLC and its underwriter(s) to provide survey coverage to their lender and/or to the Buyer and that if survey problems arise which was or should have been known to the undersigned, Title Partners Agency, LLC and its underwriter(s) may pursue all legal remedies available to Title Partners Agency, LLC and its underwriter(s) against the parties signing this Affidavit to recover any losses sustained by Title Partners Agency, LLC and its underwriter(s) by reason of the deletion of the survey exception on the aforesaid Mortgage's and/or Owner's Policy of Title Insurance.



Terry Moyers


Diana Moyers

Subscribed and sworn to before me this 11th day of April, 2025



Notary Public

SHELIA R. HARMON
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES OCTOBER 15, 2028
LINCOLN COUNTY
COMMISSION #12409624

My term expires:

**BOUNDARY SURVEY
A TRACT OF LAND IN THE SOUTHEAST QUARTER
OF THE NORTHEAST QUARTER OF SECTION 11,
TOWNSHIP 46 NORTH, RANGE 2 EAST
ST CHARLES COUNTY, MO**

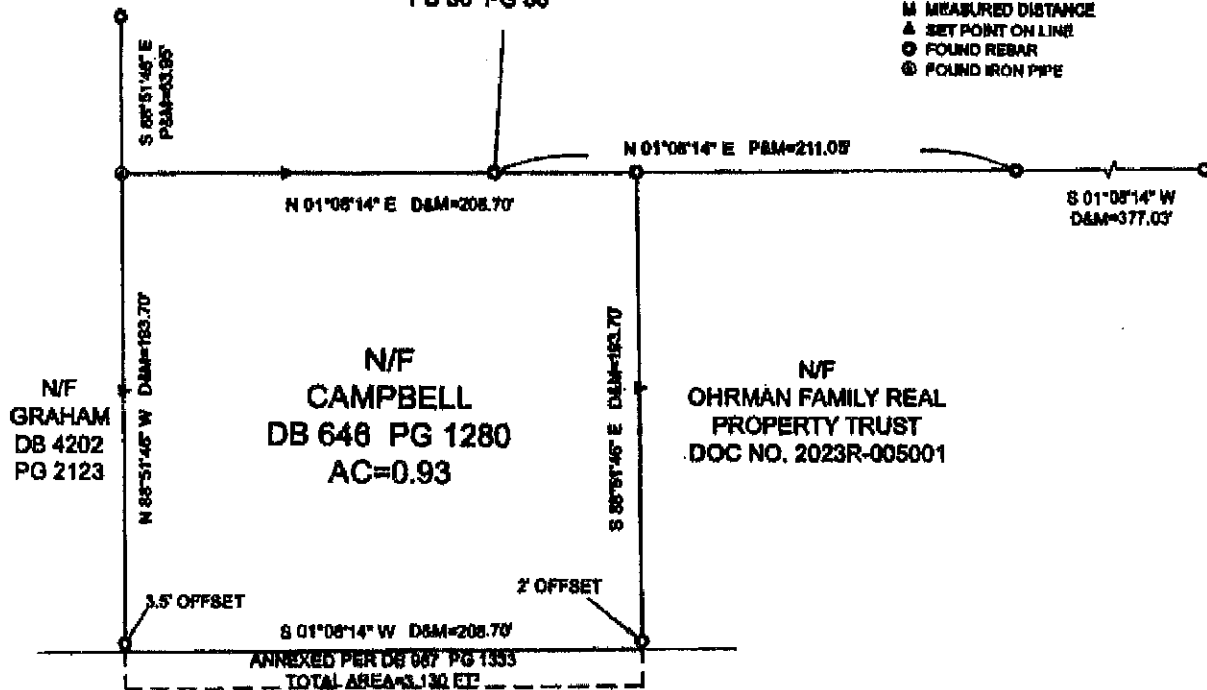
SURVEYORS NOTES:

1. BASIS OF BEARING PER RECORD PLAT OF KEYSTONE CROSSING PLAT THREE, PB 36 PG 86, OF THE ST CHARLES COUNTY RECORDS.
2. TITLE COMMITMENT PROVIDED BY SELECT TITLE GROUP COMMITMENT STG-2024-03-0310-602. EASEMENTS LISTED PER SCHEDULE B-I; DB 987 PG 1333 (PLOTTED AND NOTED).
3. NO RESEARCH PERTAINING TO EASEMENTS WAS COMPLETED BY CARDINAL SURVEYING & MAPPING AND THE PROPERTY MAY BE SUBJECT TO ADDITIONAL EASEMENTS. ITEMS LOCATED INTO EASEMENT AREAS MAY OR MAY NOT BE AT RISK. SEEK LEGAL ADVICE IF YOU HAVE QUESTIONS. THE EASEMENTS SHOWN ON THIS DRAWING ARE THOSE THAT ARE SHOWN GRAPHICALLY ON THE RECORD PLAT.
4. BUILDING LINES SHOWN ON THIS DRAWING ARE THOSE THAT ARE SHOWN GRAPHICALLY ON THE RECORD PLAT. SETBACK AND SIDEYARD REQUIREMENTS MAY EXIST ACCORDING TO CURRENT ORDINANCE AND ZONING STANDARDS AND ARE NOT SHOWN ON THIS DRAWING.
5. SURVEY COMPLETED TO URBAN PROPERTY BOUNDARY ACCURACY STANDARDS PER 20 CSR 2030-16.040 OF THE MISSOURI STATE STATUTES AND ACCURATELY REFLECTS ALL VISIBLE IMPROVEMENTS, INCLUDING FENCES, RECORDED EASEMENTS PER ABOVE REFERENCED TITLE COMMITMENT, AND EVIDENCE OF VISIBLE EASEMENTS LOCATED AT THE TIME OF SURVEY. AN ALTA WAS NOT PERFORMED AND UTILITY LOCATION HAS NOT BEEN DETERMINED.
6. OWNERSHIP OF THE IMPROVEMENTS AS SHOWN ON THIS DRAWING ARE THE OPINION OF THE SURVEYOR AT THE TIME THE SURVEY WAS EXECUTED AND HAS NOT BEEN VERIFIED TO ANY EXTENT, NOR IMPLIES ANY EXCLUSIVE OWNERSHIP.



**KEYSTONE CROSSING PLAT THREE
PB 36 PG 86**

- D DEEDED DISTANCE
- P PLATTED DISTANCE
- M MEASURED DISTANCE
- ▲ SET POINT ON LINE
- FOUND REBAR
- ⊗ FOUND IRON PIPE



#2355 POST ROAD (60' W)

SHEET 2 OF 2

Cardinal
Surveying & Mapping

PO BOX 276
COTTLEVILLE, MO 63330
PHONE: 636.932.1001
Fax # 2068000228
www.CardinalSurveying.com
info@cardinalsurveying.com

JOB #2403067
FB 740-33

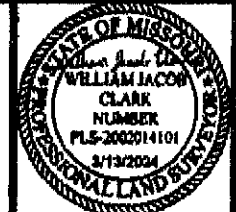
FIELD WORK BY: LWO

DRAWN BY: VAS

2355 POST RD
GARDENHILL PRAIRIE, MO 63368

REVIEWED BY:
WILLIAM JACOB CLARK
LS# 2002014101

THIS IS TO CERTIFY THAT ON
MAR 7, 2024
A REQUEST BY
SELECT TITLE GROUP
WAS MADE FOR A BOUNDARY
SURVEY AND TO LOCATE THE
IMPROVEMENTS ON THE ABOVE
NAMED TRACT AND THAT THE
RESULTS ARE, TO THE BEST OF
MY KNOWLEDGE, CORRECTLY
REPRESENTED HEREON.



Title Partners Agency, LLC

2507 Highway K
O'Fallon, MO 63368

Phone 314-394-2658 * Fax 636-294-3987

SURVEY AFFIDAVIT

(Existing Survey)

File Number: 25-343075-SRH

April 11, 2025

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The undersigned further represent that they have no knowledge of additions, alterations or changes made to the improvements which change the exterior dimensions of the improvements as depicted on the attached survey.

The undersigned further represents that they are not aware of any boundary disputes with owners of adjoining property. They have no knowledge of any unrecorded easements or rights of interest by others to the above property nor are they aware of any encroachment of improvements onto easements affecting this property.

If there are any exceptions to the above, please itemize, if no exception, please so indicate.

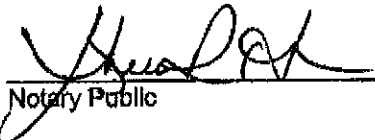
It is understood that this Affidavit is being executed to induce Title Partners Agency, LLC and its underwriter(s) to provide survey coverage to their lender and/or to the Buyer and that if survey problems arise which was or should have been known to the undersigned, Title Partners Agency, LLC and its underwriter(s) may pursue all legal remedies available to Title Partners Agency, LLC and its underwriter(s) against the parties signing this Affidavit to recover any losses sustained by Title Partners Agency, LLC and its underwriter(s) by reason of the deletion of the survey exception on the aforesaid Mortgagee's and/or Owner's Policy of Title Insurance.



Terry Moyers


Diana Moyers

Subscribed and sworn to before me this 11th day of April, 2025



Notary Public

SHELIA R. HARMON
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
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OF THE NORTHEAST QUARTER OF SECTION 11,
TOWNSHIP 46 NORTH, RANGE 2 EAST
ST CHARLES COUNTY, MO

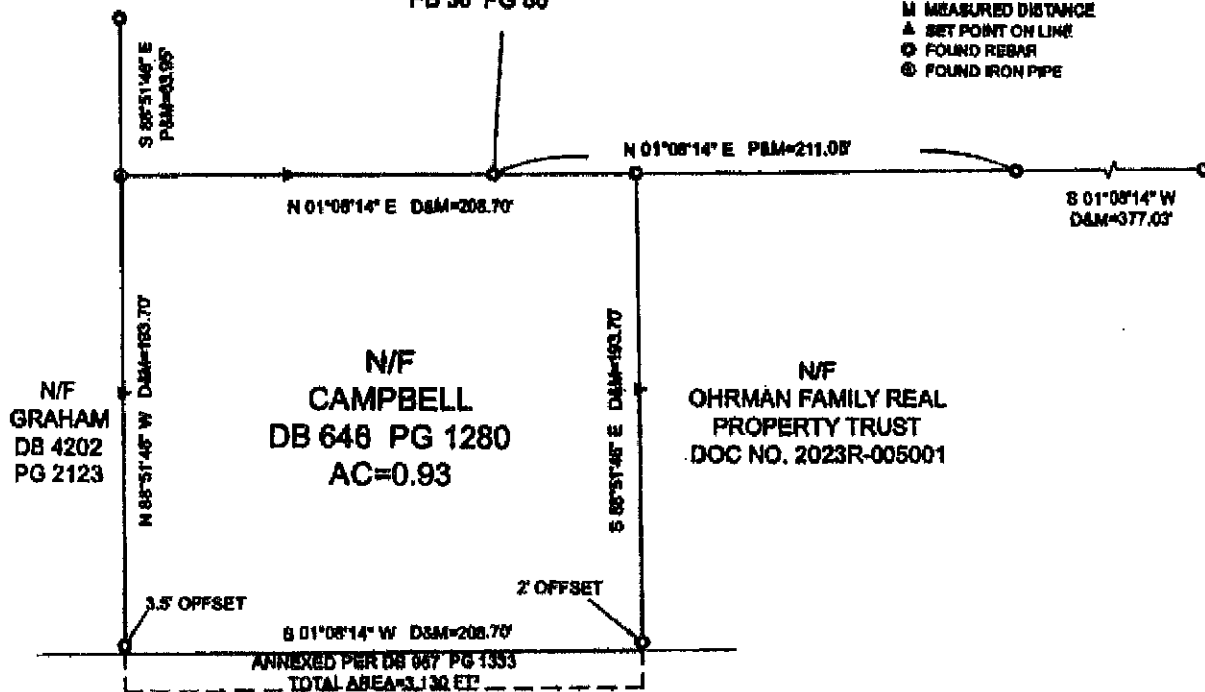
SURVEYOR'S NOTES:

1. BASIS OF BEARING PER RECORD PLAT OF KEYSTONE CROSSING PLAT THREE, PB 38 PG 86, OF THE ST CHARLES COUNTY RECORDS.
2. TITLE COMMITMENT PROVIDED BY SELECT TITLE GROUP COMMITMENT STG-2024-03-0310-602. EASEMENTS LISTED PER SCHEDULE B-4; DB 967 PG 1333 (PLOTTED AND NOTED).
3. NO RESEARCH PERTAINING TO EASEMENTS WAS COMPLETED BY CARDINAL SURVEYING & MAPPING AND THE PROPERTY MAY BE SUBJECT TO ADDITIONAL EASEMENTS. ITEMS LOCATED INTO EASEMENT AREAS MAY OR MAY NOT BE AT RISK. SEEK LEGAL ADVICE IF YOU HAVE QUESTIONS. THE EASEMENTS SHOWN ON THIS DRAWING ARE THOSE THAT ARE SHOWN GRAPHICALLY ON THE RECORD PLAT.
4. BUILDING LINES SHOWN ON THIS DRAWING ARE THOSE THAT ARE SHOWN GRAPHICALLY ON THE RECORD PLAT. SETBACK AND SIDEYARD REQUIREMENTS MAY EXIST ACCORDING TO CURRENT ORDINANCE AND ZONING STANDARDS AND ARE NOT SHOWN ON THIS DRAWING.
5. SURVEY COMPLETED TO URBAN PROPERTY BOUNDARY ACCURACY STANDARDS PER 20 CSR 2030-16.040 OF THE MISSOURI STATE STATUTES AND ACCURATELY REFLECTS ALL VISIBLE IMPROVEMENTS, INCLUDING FENCES, RECORDED EASEMENTS PER ABOVE REFERENCED TITLE COMMITMENT, AND EVIDENCE OF VISIBLE EASEMENTS LOCATED AT THE TIME OF SURVEY. AN ALTA WAS NOT PERFORMED AND UTILITY LOCATION HAS NOT BEEN DETERMINED.
6. OWNERSHIP OF THE IMPROVEMENTS AS SHOWN ON THIS DRAWING ARE THE OPINION OF THE SURVEYOR AT THE TIME THE SURVEY WAS EXECUTED AND HAS NOT BEEN VERIFIED TO ANY EXTENT, NOR IMPLIES ANY EXCLUSIVE OWNERSHIP.



KEYSTONE CROSSING PLAT THREE
PB 38 PG 86

- D DEEDED DISTANCE
- P PLATTED DISTANCE
- M MEASURED DISTANCE
- ▲ SET POINT ON LINE
- ⊙ FOUND REBAR
- ⊙ FOUND IRON PIPE



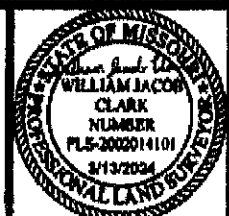
#2355 POST ROAD (60' W)

SHEET 2 OF 2

PD BOX 278
 COTTLEVILLE, MO 63330
 PHONE: 636.222.1001
 Corp # 2006000228
 www.CardinalSurveying.com
 info@cardinalsurveying.com

JOB #2403067
 FB 740-33
 FIELD WORK BY: LWC
 DRAWN BY: WAS
 2355 POST RD
 DARDENNE PRAIRIE, MO 63368
 REVIEWED BY:
 WILLIAM JACOB CLARK
 L&M 2002014101

THIS IS TO CERTIFY THAT ON
 MAR 7, 2024
 A REQUEST BY
 SELECT TITLE GROUP
 WAS MADE FOR A BOUNDARY
 SURVEY AND TO LOCATE THE
 IMPROVEMENTS ON THE ABOVE
 NAMED TRACT AND THAT THE
 RESULTS ARE, TO THE BEST OF
 MY KNOWLEDGE, CORRECTLY
 REPRESENTED HEREON.





RECEIVED

APR - 8 2026

City of Dardenne Prairie

City Hall
2032 Hanley Road
Dardenne Prairie, MO 63368
Phone 636.561.1718
BY: [Signature] 2026

CONDITIONAL USE PERMIT APPLICATION

CITY OF DARDENNE PRAIRIE, MISSOURI

www.DardennePrairie.org

APPLICANT:

Missouri Siding Inc.

Company Name

Terry Moyers - President

Printed Name, Title

8355 Post Rd.

Street Address

Dardenne Prairie, MO 63368

City/State/Zip Code

636.439.2137

Telephone

Terry@mosiding.com

Email

OWNER:

Terry & Diane Moyers

Company Name

Terry Moyers - President Diane Moyers -

Printed Name, Title

1129 S. Charlemagne Dr.

Street Address

Lake St. Louis, MO 63367

City/State/Zip Code

314.605.9188

Telephone

Terry@mosiding.com

Email

STREET ADDRESS OF CONDITIONAL USE: 8355 Post Rd.

LEGAL DESCRIPTION OF PROPERTY:

EXISTING ZONING:

RB1

PROPOSED ZONING:

C1

PROPOSED USE & SCOPE OF WORK:

Running Missouri Siding out of house as office use only at this time.

CONDITIONAL USE APPLICATION FEE SUBMITTED: [checkmark]

SITE PLAN REVIEW FEE SUBMITTED (if applicable):

NA Site plan not required by zoning Administrator

CONDITIONAL USE PERMIT APPLICATION

Consideration a conditional use shall be based on the following criteria:

- A. Does the use comply with all applicable provisions of the zoning ordinance?
- B. Does the use at the specified location contribute to and promote the welfare and convenience of the public?
- C. The use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located.
- D. The use shall not dominate the immediate neighborhood. In determining whether the conditional use will so dominate the immediate neighborhood, consideration shall be given to:
 1. The location, nature and height of buildings, structures, walls and fences on the site; and
 2. The nature and extent of proposed landscaping and screening on the site.
- E. Off-street parking and loading areas shall be provided in accordance with the standards set forth in the zoning ordinance.
- F. Adequate utility, drainage and other such necessary facilities must be provided.
- G. Adequate access roads or entrance and exit drives must be provided. (Minimum 25' for 2-way and 14' for 1-way traffic.)
- H. In consideration of requests for any conditional use permits, the Planning and Zoning Commission/Board of Aldermen shall require such conditions of use as it deems necessary to protect the best interests of the City and the surrounding property and to achieve the objectives of the zoning ordinance.
- I. A time limitation may be required.

Please Note:

- In addition to the conditional use permit (CUP), a Building Permit and approval by the appropriate Fire Protection District may be required.
- Any signage to be placed on the subject property requires a separate Sign Permit or Master Sign Plan.
- A Business License will be required for any business occupying the space/site.

PAYMENT RECEIPT

Receipt ID 26-000290



RECEIVED FROM

Terry Moyers
Missouri Siding
1129 Charlemagne Drive
Lake St. Louis, MO 63367

RECEIVED BY

Dardenne Prairie
Amy Hansen

Dardenne Prairie, MO

FEE NAME	INVOICE ID	ACCOUNT NO.	AMOUNT
LU - Zoning Review Fee	26-000293	TBD	\$ 920.00
Miscellaneous			\$ 920.00
TOTAL PAID			\$ 920.00

Paid Date

April 08, 2026

Payment Method

Check
9369

Description

Rezoning and Conditional
Use Permit Fee for
Missouri Siding 2355 Post
Rd.

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI,
AMENDING VARIOUS PROVISIONS OF SECTIONS 450.175 AND
405.180 REGARDING MULTIPLE-FAMILY DWELLINGS**

WHEREAS, pursuant to Section 89.020, RSMo., the City of Dardenne Prairie, Missouri (the "City"), is "empowered to regulate and restrict. . . the location and use of buildings, structures and land for trade, industry, residence or other purposes;" and

WHEREAS, the Planning and Zoning Commission did hold a Public Hearing on proposed amendments to the Municipal Code of the City; and

WHEREAS, at the Public Hearing, interested persons and residents were given an opportunity to be heard on this proposed amendments to the Municipal Code; and

WHEREAS, the Board of Aldermen finds and determines it to be in the best interests of the health, safety, and welfare of the residents of the City to amend the Municipal Code relating to multiple-family dwellings.

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

SECTION 1. That Section 405.175 of the Municipal Code of the City of Dardenne, Prairie, Missouri, be and hereby is amended by deleting Section 405.175 in its entirety and enacting, in lieu thereof, a new Section 405.175 to read as follows:

Section 405.175 "R-M" Multiple-Family Residential District

A. Purpose Of The District. This district is intended to establish a zone within the City for multiple-family dwellings at a moderate to high density. The regulations of this district are designed to accommodate a higher intensity of land use in those areas appropriately served by central water/sewer systems, and roads, which abut or are adjacent to Interstate 64 and such other uses or structures which support or complement such an intensity of use. Within this district, said regulations shall apply, irrespective of ownership, to the use of land specifically, but not limited to, town houses and apartments.

B. Permitted Uses.

1. Multiple-family dwellings but not including mobile or manufactured homes.
2. Group homes, as defined by Section 405.080.

C. Conditional Uses.

1. All permitted uses allowed in “R-1A”, “R-1B”, “R-1C”, and “R-1D”, Single-Family Residential Districts.
2. Mortuaries.
3. Convalescent homes, nursing homes or homes for the aged.
4. Public or private hospitals or orphanages on a site not less than two (2) acres with a minimum setback of fifty (50) feet to all property lines.
5. Religious institution, such as a seminary, convent or similar use.
6. Privately operated recreational facility including a lake, swimming pool, tennis court, riding stable or golf course on a site of not less than ten (10) acres.

D. Minimum Lot Area. Each lot that includes a multiple-family dwelling shall have a minimum lot area of five (5) acres and shall have no access to minor streets. Each lot that includes a mortuary shall have a minimum lot area of three (3) acres and shall have no access to minor streets.

E. Building Height Requirements. No building shall be erected or enlarged to exceed two (2) stories in height.

F. Lot Width Requirements. Each parcel that includes a multiple-family dwelling shall have a minimum lot width of one hundred (100) feet. Each parcel that includes a mortuary shall have a minimum lot width of two hundred (200) feet.

G. Density Of Development And Related Lot Area Requirements.

1. Before any area of land may be zoned under this Section, the City shall first as a condition precedent determine that the land to be zoned is contiguous to a commercial or industrial zoning district consisting of no less than ten (10) acres and the length of the contiguous boundary common to the commercial or industrial district and the proposed “R-M” multiple-family residential district is at least thirty-five percent (35%) of the length of the perimeter of the area proposed for zoning under this Section.
2. Each multiple-family dwelling shall contain no more than six (6) connected dwelling units.
3. Dwelling Unit area. All dwelling units shall be a minimum nine hundred (900) square feet in area.

4. Maximum number of dwelling units/residential density. The maximum number of dwelling units shall not exceed eight (8) dwelling units per acre.

H. Yard Requirements.

1. The following minimum yard depths shall be provided for individual lots:

a. The minimum front yard shall be twenty (20) feet. On the corner lot a twenty (20) foot side yard is permitted.

b. The minimum side yard width shall be no less than twenty (20) feet.

c. Rear yard depth shall be a minimum of twenty (20) feet. However, notwithstanding the foregoing, swimming pools, decks, and open-air porches shall not be closer than ten (10) feet to the rear yard line.

2. Distance between grouped buildings.

a. In addition to the required setbacks of this Chapter, the following minimum distances shall be required between multiple-family dwellings:

(1) The side of a multiple-family dwelling shall not be located any closer than twenty (20) feet to the side of another multiple-family dwelling.

(2) There shall be a minimum of forty (40) feet from the front or rear of a multiple-family dwelling to any other multiple-family dwelling.

3. All dwellings, except buildings that include multiple dwelling units that do not each have individual exterior entrances, shall include a two (2) car garage that shall be a minimum of twenty-one (21) feet in width.

I. Miscellaneous Requirements.

1. Exterior lighting shall be provided throughout any development to promote security and safety, and shall focus on areas including parking, pedestrian, recreation, and open space. Such lighting shall be designed to prevent glare onto adjacent properties or into dwelling units.

2. Where an "R-M" Multiple-Family Residential District is adjacent to a Single Family Residential District, a landscape green belt at least ten (10) feet in width shall be provided continuously on the back and/or sides of the "R-M" Multiple-Family Residential District property line and shall include a six (6) foot high masonry wall or solid fence. All landscaping shall be maintained in a healthy growing condition by the property owner

and the green belt shall not be used for off-street parking facilities or for loading spaces.

3. Storage of building materials shall be within a residence, accessory building, or garage unless an active permit has been issued.

4. Entrances shall conform to the standards contained in Chapter 410 of the City Code.

5. All exterior solid waste containers shall be screened from public view. All screening shall be six (6) feet in height and of masonry construction that matches or complements the primary building on site.

6. Utilities. Any area zoned "R-M" Multiple-Family Residential District shall be served by public water and sewer facility. All utility lines, which shall include, but not be limited to, electrical wiring and telephone shall be underground.

7. Off-street parking shall be provided in compliance with the requirements of Article XI.

8. After the effective date of this Section, all new multiple-family dwellings, whether developed conventionally or pursuant to other processes in the code, shall be located on property that is adjacent to Interstate 64.

J. Screening And Landscaping. In addition to the requirements of Article IX:

1. All landscape materials, including, but not limited to, trees and shrubs, shall be maintained in a healthy fashion or shall be replaced with the same or equivalent landscape materials. All landscape materials shall be stored within a residence, accessory building, or garage except during active project activity. Also, during active projects, materials shall not be stored so as to be hazardous or so as to cause a sight distance problem. Active project activity shall be forty-five (45) days after project initiation.

2. For all "R-M" projects a landscape plan shall be submitted as part of each site plan reviewed, and no site plan shall be approved without Planning and Zoning Commission review and recommendation on said landscape plan. The plan shall provide a schedule containing size and types of plantings and their locations.

3. Twenty (20) feet in width landscape yard shall be provided in the side or rear line of a "R-M" project that borders any side or rear lot line of property zoned for commercial or industrial purposes.

4. Fifteen (15) feet in width landscape yard shall be provided if the side or rear line of a “R-M” project borders any side or rear lot line of property zoned “R-M” Multiple-Family Residential District.

5. In no case shall the landscape yard requirements be met by driveways, parking lots or other forms of impervious surface. At all times the landscape yard shall remain open to the sky and not to be used for vehicle or equipment storage, or location of accessory buildings.

K. Architectural Standards. Any multi-family housing structure shall meet the following minimum design criteria:

1. All buildings shall be architecturally treated on all sides to create a consistent and attractive building appearance. Materials such as masonry, brick, stucco, wood or dryvit type material shall be required on a minimum of fifty percent (50%) of all building faces. The Planning and Zoning Commission may approve other materials that provide similar or equal architectural standards.

2. Mechanical equipment, utility hardware and heating and cooling equipment on any roof, ground or building shall be screened from public view with walls of brick, wood or other similar architectural material, harmonious to the building extending to the highest point of projection from all sides.

3. Exterior lighting shall be part of the architectural concept. Fixtures, standards and all exposed accessories shall be harmonious with the building design.

4. Monotony of design shall be avoided. Variation of form and placement shall be used to provide visual interest. In multiple building projects, variable placement of individual buildings may be used to prevent a monotonous appearance.

SECTION 2. That Subsection (E) of Section 405.180 of the Municipal Code of the City of Dardenne Prairie, Missouri, be and hereby is amended by deleting Subsection (E) of Section 405.180 and enacting, in lieu thereof, a new Subsection (E) to read as follows:

Section 405.180 “C-1” Local Commercial District

...

E. Dwellings And Planned Unit Developments. In addition to, and in lieu of the procedures provided for in Article VI of Chapter 405 of this Code, single-family and multiple-family dwellings may be permitted within the “C-1” Local Commercial District with a planned unit development designation pursuant

to Article IV of Chapter 405 of this Code and as depicted on an approved Area Plan. Any multiple-family dwelling shall nonetheless comply with the provisions of Section 450.170(D) to (K). Notwithstanding the provisions of Article IV of Chapter 405 of this Code to the contrary, the average density of residential development within the "PUD" pursuant to this Subsection shall remain the same as would be permitted if the area were to be developed conventionally; provided, however, average density is to be calculated as total land area of the area to be developed, including any portion of the land area to be developed for non-residential uses pursuant to the Area Plan, but excluding therefrom public rights-of-way.

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 _____, 2026.

As Presiding Officer and as Mayor

Attest:

City Clerk

BILL NO. 26-23

ORDINANCE NO. _____

Approved this _____ day of _____, 2026.

Mayor

Attest:

City Clerk

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE SECOND AMENDED INTERGOVERNMENTAL AGREEMENT FOR THE MANAGEMENT OF THE GATEWAY GREEN LIGHT PROGRAM - ST. CHARLES COUNTY

WHEREAS, the City of Dardenne Prairie, Missouri (the "City") is a municipal corporation organized and existing under the laws of the State of Missouri; and

WHEREAS, St. Charles County, Missouri (the "County"), the Missouri Highways and Transportation Commission (the "Commission"), and certain municipalities within St. Charles County have participated in the coordinated management of the Gateway Green Light Program--St. Charles County (the "Program"); and

WHEREAS, the Program provides for the coordinated monitoring of traffic and the operation of traffic signals and other intelligent transportation system devices through an advanced traffic management system and related wide area network infrastructure; and

WHEREAS, the County, the Commission, and participating municipalities have prepared a Second Amended Intergovernmental Agreement for the Management of the Gateway Green Light Program - St. Charles County (the "Agreement") to update, replace, and supersede prior agreements and amendments relating to the Program; and

WHEREAS, the Agreement addresses, among other matters, the ownership, use, operation, maintenance, repair, replacement, documentation, and management of Program infrastructure, including fiber optic cables, conduits, network equipment, field devices, software, hardware, and related wide area network facilities; and

WHEREAS, the Agreement provides that the City may become a party to the Agreement upon execution and delivery of the Agreement to the County; and

WHEREAS, the Board of Aldermen finds that approval of the Agreement and participation in the coordinated management of the Program are in the best interests of the City.

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 Second Amended Intergovernmental Agreement for the Management of the Gateway Green Light Program - St. Charles County, attached hereto, marked as Exhibit "A," together with the exhibits thereto, and incorporated by reference herein, by and among St. Charles County, Missouri, the Missouri Highways and Transportation Commission, the City of Dardenne Prairie, Missouri, and other participating municipalities, be and hereby are approved.

SECTION 2. That the City Administrator is hereby authorized, empowered, and directed to execute, acknowledge, deliver, and administer on behalf of the City the Agreement in substantially the form attached hereto as Exhibit "A," together with such additional documents, certificates, attestations, and instruments as may be necessary or desirable to carry out the intent of this Ordinance. The Mayor, City Clerk, and other City officials are hereby authorized to take such further actions as are necessary or appropriate to effectuate the intent of this Ordinance, including attesting the Agreement and affixing the seal of the City, as applicable.

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 _____, 2026.

Mayor

Attest:

City Clerk

Approved this _____ day of _____, 2026.

BILL NO. 26-24

ORDINANCE NO. _____

Mayor

Attest:

City Clerk

BILL NO. 26-24

ORDINANCE NO. _____

EXHIBIT A

**SECOND AMENDED INTERGOVERNMENTAL AGREEMENT
FOR THE MANAGEMENT OF THE GATEWAY GREEN LIGHT PROGRAM—ST. CHARLES COUNTY**

THIS INTERGOVERNMENTAL AGREEMENT (“AGREEMENT”) is entered into by St. Charles County, Missouri (“County”), the Missouri Highways and Transportation Commission (“Commission”), and each of the cities shown as signatories below (hereinafter “Cities” when referred to collectively) in order to provide for the coordinated management of the Gateway Green Light Program—St. Charles County.

WHEREAS, by Ordinance 12-042, the County approved a previous Intergovernmental Agreement for the Management of the Gateway Green Light Program—St. Charles County which was executed by some parties as early as April 2012 and was fully executed as of January 9, 2015 (hereinafter “the Previous Agreement”); and

WHEREAS, by Ordinance 15-110, the County approved an amendment to the Intergovernmental Agreement for the Management of the Gateway Green Light Program—St. Charles County which was executed by some parties as early as July 2015 and was fully executed as of December 2015 (hereinafter “the Previous Amendment”); and

WHEREAS, as the project has further developed the parties to this Agreement have agreed to terminate all Previous Amendments and all prior agreements with respect to the same subject matter, so that the provisions of this Agreement will govern the Program henceforth; and

WHEREAS, the parties have proceeded with the development and deployment of an advanced traffic management system (hereinafter “ATMS”), including the communication network described further below, that will monitor traffic and coordinate the operation of traffic signals and other intelligent transportation systems (hereinafter “ITS”) devices throughout St. Charles County within the jurisdictions of each of the parties to maximize the efficient flow of traffic; and

WHEREAS, the County will provide the required software and hardware necessary for the operation of the Program; and

WHEREAS, since the implementation of the Program, the original Wide Area Network (previously referred to as the GGL WAN) has expanded to serve multiple communications functions for the County, cities, and municipalities therein and no longer solely is intended to serve the GGL program; and

WHEREAS, the County has installed fiber optic cable and upgraded and expanded fiber networks throughout the county to provide a more robust communication network (hereinafter

“WAN”); and

WHEREAS, the WAN includes communication equipment, such as switches and routers and other infrastructure including but not limited to conduits, fiber optic cables, and wireless devices.; and

WHEREAS, the WAN provides a shared communication network and its operations and maintenance, or lack thereof, will impact multiple jurisdictions within St. Charles County; and

WHEREAS, the parties to this Agreement also seek to provide herein for use of software and hardware needed to monitor traffic and coordinate operations of traffic signals; and

WHEREAS, this Agreement to cooperate for the operation of a common service is authorized by Sections 70.220 through 70.325 of the Revised Statutes of Missouri, as amended, and by the St. Charles County Charter Article II, Section 2.528 (1992); and

WHEREAS, the undersigned representative of each party to this Agreement has been authorized through order or ordinance of the respective governing body to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained in this Agreement, the parties agree as follows:

1. **Applicability.** This Agreement applies to:

- a. The ownership, operations, and maintenance by each party to this Agreement of the infrastructure needed to monitor traffic and coordinate the operation of traffic signals subject to each party’s jurisdiction;
- b. The ownership, operations, and maintenance by the County of those parts of the WAN that are instrumental to the operation of the GGL program.
- c. The administration of the common service of managing traffic in St. Charles County.

2. **Ownership, Operations and Maintenance.**

- a. This Agreement will not affect any party’s rights and duties to own, operate and maintain existing infrastructure needed to monitor traffic and coordinate the operation of traffic signals now vested in that party except as provided in Sections 2.f and 2.g below.

- b. The parties acknowledge that development of the ATMS includes firmware upgrades, replacement of signal controllers, installation of communication equipment and other infrastructure by the County. The parties further acknowledge that the County and/or its contractor shall obtain permits and approvals for all work in right-of-way under another party's control if and as required by that party's ordinances or regulations.
- c. County and City shall conduct their final inspections and issue in writing their individual acceptance of any intelligent transportation systems hardware installed as part of this program. After acceptance by both parties, ownership, operations, and maintenance of ITS hardware referenced above and installed as part of the development of the program shall, except as provided in Sections 2.f and 2.g below, or as otherwise agreed in writing by County and City, automatically transfer to the party having jurisdiction over the regulation of traffic at that location. Transfers of ownership of such devices shall survive this Agreement.
- d. To document a transfer, the County shall send to each party to this Agreement a letter that:
 - i. Provides the date of acceptance, and
 - ii. Identifies the infrastructure installed as part of the ATMS that is under that party's jurisdiction (as provided in paragraphs subsections b and c, above), and
 - iii. Is accompanied by such other information relating to the infrastructure covered by the letter, such as manufacturers' warranties, manuals, etc., as may be required in the circumstances.
- e. Nothing in this Agreement shall affect the ownership, operations, or maintenance of County's wireless backbone (P-25-800 MHZ Digital Trunked Radio/Microwave System) or County's possible future deployment a wireless high speed data network or technology intended to serve a similar purpose.
- f. The County shall retain ownership of any software needed to monitor traffic and coordinate operations of traffic signals as well as any WAN conduits and fiber optic cables the County installed or may install in another party's right-of-way except as otherwise stated in this Agreement. The Cities further agree that any WAN fiber optic cables and conduits that a city may install pursuant to any future intergovernmental agreement with the County for a local road project with funds from the county's ½ Cent Transportation Sales Tax shall be owned by the municipality and county jointly. Nothing in this agreement shall be construed to limit or restrict the usage of unused or "dark" fiber optic cables or strands that the County has installed or will install in the future,

regardless of whether said cables were specifically installed to operate the GGL program or were incidentally installed as part of other efforts to expand and update County infrastructure. All parties agree and recognize that state and federal laws, contracts, grants, or other restrictions may impact the usage of fiber optic cables paid for wholly or partially by state or federal funds.

g. Specific provisions governing the ownership, operation and maintenance of network infrastructure are as follows.

i. **Definitions.** The following definitions shall apply to terms used in this Agreement:

(1) "Strand" shall mean a single-mode fiber optic strand located within a fiber optic cable.

(2) "Field Device" shall mean any device or traffic signal connected to the WAN, including without limitation cameras, detectors, sensors, monitors, radios, modems, and message signs, together with any network switch connected to such device.

ii. **Allowable Uses.** The parties agree that the WAN may be used by the parties for transportation purposes and information technology usages except that Commission-owned fiber optic cables within the I-70, I-64, Route 94, and Route 370 right-of-way corridors are restricted to state transportation purposes only. The parties agree the transmission of ATMS data serves a state transportation purpose by providing benefits such as improving traffic monitoring and control in and near state transportation corridors. Additionally, with the exception of the Commission-owned fibers, nothing in this agreement shall be construed to prohibit the parties from any other lawful use of strands not otherwise dedicated to uses under this agreement or for the Program. This use by the County may include but is not limited to leasing or licensing the use of strands to third parties as otherwise permitted by law and approved by the GGL Board.

iii. **Placement, Ownership and Maintenance of Fiber and Conduit.**

(1) The parties acknowledge that in order to ensure reliable operation of the WAN, ownership of certain network infrastructure must be held by the County as the manager of the network.

(2) A map identifying fiber optic cables and conduits that have been or will be installed during the development of and/or utilized by the WAN is depicted on Exhibit A.

- (3) The parties agree and recognize that Exhibit B attached hereto represents a complete and accurate record of the ownership of the conduits, cables, and/or strands utilized by the program. The parties recognize that Exhibit B must be kept up to date and accurate For the purposes of managing and operating the program, and therefore the County keep a master version of Exhibit B, with copies reasonably available to the other parties upon request. If parties become aware of any information necessitating a change or update to Exhibit B, they will notify the County immediately. Nothing in this agreement shall allow for the transfer or change of the County's fiber and/or strands granted by the Commission to the County.
- (4) The Cities and the Commission each hereby grant permission to the County to install, operate, maintain, repair, and replace fiber optic cables in the conduits controlled by it that are identified in Exhibit B, subject to County's obligations to obtain appropriate permits as set forth in Section 2.b.
- (5) Each city listed in Exhibit B, the Commission, and the County agree to share the costs to maintain, repair, relocate and replace, as needed, the infrastructure described in Exhibit B on the terms set forth therein. In the event of a cut or severance of a cable in which more than one party owns Strands, the party having control over the right-of-way or other real property where the damage occurred shall be responsible for making any necessary repair or replacement and providing an invoice for the resulting cost share amount pursuant to Exhibit B to the other party (or parties) owning Strands in such cable. Any obligations arising from the Missouri Underground Facility Safety and Damage Prevention Act, Sections 319.010 RSMo. *et seq.*, for cables in which more than one party owns Strands shall be fulfilled by the party having control over the right-of-way or other real property at the applicable location.
- (6) The fiber optic cables and conduits depicted on Exhibit A that are not accounted for in Exhibit B have been or are to be installed by the County as part of the development of the WAN and shall remain owned by the County even if portions thereof are located in the right-of-way of other parties. The Cities and the Commission each further grant permission to the County to install, operate, maintain, repair, and replace such fiber optic strands, cables, and conduits in rights-of-way controlled by it, subject to County's obligations to obtain appropriate permits as set forth in Section 2.b.
- (7) Ownership or network allocation of Strands may be changed from what is reflected in Exhibit B in the future through a written agreement executed only by

the parties having ownership interests therein, provided that use of the WAN by any other party hereto is not impaired by such change.

- (8) The parties to this Agreement agree that any future annexation of territory shall not affect the ownership and/or control of WAN fiber optic cables, Strands, or conduits.
 - (9) The parties to this agreement agree to maintain fiber distribution maps, as-builts, and other documentation related to WAN fiber optic cables on a routine (at least annually) basis and share documents with the County. Documents should be saved and distributed electronically (either in PDF or Visio drawing form) so they can be readily accessible.
 - (10) Each party shall provide or designate at least one (1) point of contact for management of fiber optic cables, strands, and conduits who shall also be responsible for maintenance of documentation as outlined in section 2.g.iii.9.
 - (11) Nothing in this Agreement shall be construed to reverse or nullify transfers of property made by the parties to the County and by the County to the parties by any separate agreement, including any predecessor agreements regarding the administration of the Gateway Greenlight Project. Any such separate or prior transfers shall remain in full effect after the execution of this agreement unless otherwise specifically agreed to by the parties.
- iv. **Radio Networking Communications.** Where radio equipment is used as part of the WAN to transmit data, the ownership of the radio equipment shall be determined as follows, since radios operate as inter-dependent pairs. The owner of the sourcing radio, as determined by that radio's installation location in accordance with the terms of this Agreement, shall also be the owner of the receiver radio regardless of the party that controls the location of the receiver radio.
 - v. **Grants of Rights of Use.** Each party having previously transferred or that by future notice agree to transfer ownership of Strands to the County also grants to the County an indefeasible right of use of all networking infrastructure owned and/or controlled by each party which the County's use of the transferred Strands is dependent upon, and all easements in which such Strands are located. Such rights of use are limited to the purposes of operating and maintaining the WAN and ATMS. The County shall also have the right to access such infrastructure for the same limited purposes. All rights granted in this paragraph are subject to County's obligations to obtain appropriate permits as set forth in Section 2.b and are further subject to the restrictions set forth in Section 2.g.vii below.

vi. Ownership, Operation and Maintenance of Field Devices and Network Switches.

- (1) All Field Devices shall be owned by the party having jurisdiction over the regulation of traffic at the location of its installation. Except those outlined in Exhibit D, which shows exceptions to Field Device Ownership, Operations, and Maintenance.
- (2) All network switches installed or utilized in the WAN shall be owned by the party having jurisdiction over the regulation of traffic at the location of the associated Field Device, or if the switch is not associated with a Field Device, then by the party having control over the real property at the installation location of the switch; except that WAN Layer III switches, firewalls, and switches and firewalls at St. Charles County facilities and at the Chesterfield TMC shall be owned by the County.
- (3) Transfer of ownership of any Field Devices or network switches installed onto the WAN after the date of acceptance pursuant to the language of Section 2.c above shall be effective at the time such device has been installed and connected to said network unless the parties enter into a separate agreement regarding the ownership of such Field Devices or network switches at issue, in which case the separate agreement shall control irrespective of the terms herein. This language will not impact ownership of those devices listed in Exhibit D, referenced above.
- (4) The party owning each WAN switch shall be responsible for the cost of replacement of such switch as needed due to device failure or reaching the end of its serviceable life as determined by the party or the County, with such replacement being coordinated with the County. At its discretion, the County may assume costs, maintenance, and work under this section by way of notice to the owning party. Any assumption of costs by County pursuant to this language may equally be limited in time at County's discretion and County may revert such responsibility back to Party by similar notice.
- (5) The County shall have the right to program and monitor all switches connected to the WAN.
- (6) Any modem installed by the County supporting or in relation to the program shall be owned by the County, including those installed in another party's right-of-way.

vii. **Access to Locations Housing Network Infrastructure.** The County shall have a continuing right of access to all locations housing WAN infrastructure for the purposes of operations and maintenance of the WAN; provided that for locations in buildings, locked equipment cabinets, or other secured facilities, such access must in each instance be coordinated with an appropriate representative of the party controlling such location. Such right of access is furthermore subject to County's obligations to obtain appropriate permits as set forth in Section 2.b.

viii. **IP Addresses.**

(1) The Internet Protocol ("IP") addressing scheme developed for and/or utilized by the WAN shall be and remain intellectual property owned by the County. Any equipment removed from the WAN must have its IP address removed or modified to avoid any conflict with the WAN. The County agrees it will not change IP addresses or Internet Protocol for the City of St. Peters, nor will it monitor or reprogram any other switches or network communication devices owned and operated by the City, which are not required to maintain operation of the WAN.

(2) Exhibit C provides the IP addressing scheme developed for and/or utilized by the WAN.

(3) The County may change the IP addressing scheme reflected in Exhibit C as needed in the future with the approval of the Gateway Green Light Advisory Board (defined in Section 3 below).

(4) Parties shall not alter, change, amend, or remove IP addresses, or cause changes to same, with regards to IP addresses connected to the WAN without prior notice to and approval of County.

ix. **Timing Changes and Traffic Messages.** The parties hereby provide the County or its designee the authority to enact pre-determined timing plans or other timing changes and post traffic advisory information on dynamic message signs on roadways within the parties' control or jurisdiction in response to an incident, special event, construction, or unexpected delay in roadway travel, provided that the County concurrently provides notification to each affected party. The County or its designee will return any timing changes back to normal plans when the incident or event is over. All parties shall provide specific contact information to the County's Transportation Director or designee for the purpose of receiving all notifications contemplated in this subsection.

- x. **Future Changes to Components.** The parties hereby agree that a party having jurisdiction over the regulation of traffic or having control over the real property at an installation location may add, modify, or replace Field Devices at such location upon notification to the County. The Field Device shall be addressed in accordance with the IP addressing scheme provided in Exhibit C. The party initiating such work shall immediately remove the Field Device should it cause a conflict or interfere with communications to other Field Devices connected to the WAN. Any such components added shall be immediately subject to all applicable terms of this Agreement.

- xi. **Network Cameras on the WAN.** The parties hereby agree that the party having jurisdiction over the regulation of traffic or having control over the real property at an installation location shall have access to the Network Camera at such location. Access includes the ability to remotely manage the device, maneuver and reposition the device field of view, and access to all information generated by the device. Parties agree that such access may be managed and/or federated by the County. The parties further agree to share equal access with the County, such that the County may administer information generated by the Network Camera, including sharing with other municipal partners in order to promote regional communication and coordination of municipal governmental operations.

3. **Gateway Green Light Advisory Board.**

- a. There is hereby created a Gateway Green Light Technical Advisory Board (“Board”) having the following members and functions.
 - i. Membership:
 - (1) County’s Managing Director of Roads and Traffic or designee.
 - (2) County Engineer or designee.
 - (3) City Engineer and/ or City Administrator of each city that is a party to this Agreement or designee.
 - (4) Missouri Department of Transportation’s District Engineer for the St. Louis District or designee.
 - (5) A representative from East/West Gateway may participate as a non-voting member.

ii. Functions. The Board may make recommendations on monitoring, operations, maintenance, reporting and expansion of the GGL program as follows.

(1) Communication Network.

- (a) The Board may recommend performance measures to monitor the reliability and security of the communication network.
- (b) The Board may recommend a protocol of best practices for the operations and maintenance of the communication network.
- (c) The Board may recommend protocols for emergency repairs to the communication network.
- (d) The Board may review and recommend action on proposals to improve or expand the communication network.

(2) Signal operation.

- (a) The Board may review and recommend traffic regulations and signal operations that result in efficient traffic circulation.
- (b) The Board may recommend performance measures to monitor signal operations.
- (c) The Board may recommend intergovernmental agreements and/or memorandums of understanding that define the operation and maintenance protocols on multi-jurisdictional corridors, including agreed to timing plans.
- (d) The Board may recommend protocols of best practices for the operations and maintenance of traffic signals and other Field Devices.
- (e) The Board may recommend and update protocols for emergency repairs to traffic signals and other Field Devices.
- (f) The Board may review and recommend action on proposals to add signals or Field Devices.

iii. Meetings and Rules.

- (1) The Board will schedule regular meetings as needed.
 - (2) The Board may adopt rules of procedure consistent with the provisions of Federal and State law and the St. Charles County Charter and ordinances and the ordinances and regulations of each party to this Agreement.
- b. The Board will convey its recommendations to the parties to this Agreement as guidelines for their own monitoring, operating, and maintaining their components of the GGL program pursuant to this Agreement, in adopting traffic regulations, and in forming subsequent intergovernmental agreements to update or expand the program.
 - c. The Board may terminate a party's (not including the County) membership in the Board if that party's failure to act upon the Board's recommendations impairs the flow of traffic as determined by the Board, however nothing in this paragraph shall be construed to give the Board power to terminate the County's participation in the GGL program.
4. **Amendments.** Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the parties to this Agreement.
 5. **Audit of Records.** The parties to this Agreement must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times for three (3) years from the date of termination of this Agreement. Parties may not destroy, eliminate, or otherwise relinquish possession of documents after initiation of an audit and must retain relevant records until completion of any ongoing audit.
 6. **Authority to Execute.** The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.
 7. **Termination.**
 - a. This agreement may be terminated by mutual written agreement of all the parties to this Agreement.
 - b. Any party may unilaterally terminate its participation in this Agreement by providing notice at least ninety (90) days in advance of the effective date of termination, subject to the following requirements:

- i. The terminating party shall not take any action that will result in the impairment of GGL program, infrastructure, or operations whether within or outside of that party's jurisdiction.
 - ii. The terminating party shall continue to provide data feeds from Field Devices to the ATMS for as long as such devices are utilized by the terminating party. The terminating party will resume responsibility of ownership, operations, and maintenance of Field Devices for their useful life.
 - iii. In the event of termination by one of the Cities, the County shall have the option to require the installation of a new network switch and/or associated network connections to be owned, operated and maintained by the County if needed to maintain ATMS connectivity with ITS devices (but not to include traffic signals) at locations controlled by the terminating party. If such option is exercised, then the new switch and all ITS devices remaining connected to the ATMS through the new switch shall maintain WAN IP addresses. The cost for such new switch and/or associated network connections shall be borne by the County.
 - iv. In the event of termination by either the Commission or the County, the County shall remove from the Chesterfield TMC any servers, network devices and/or associated network connections owned, operated and maintained by the County within thirty (30) days from the date of termination.
 - v. Any reconfiguration of network infrastructure to provide for continued communications and signal operations solely for the terminating party shall be the sole responsibility of the terminating party to design and implement.
8. **Entire Agreement: Previous Agreement Superseded.** This Agreement constitutes the entire understanding between the parties regarding the GGL Program and supersedes all prior written or oral agreements, amendments, arrangements, representations and/or communications between the parties regarding this subject including without limitation the Previous Agreement.
9. **Law of Missouri to Govern.** This Agreement shall be construed according to the laws of the State of Missouri.
10. **Venue.** Any legal action, suit, or proceeding brought by any party in arising out of or relating to this agreement shall be brought solely and exclusively in the Circuit Court of St. Charles County, Missouri or the federal district court located in St. Louis, Missouri, and the parties irrevocably accept and submit to the sole and exclusive jurisdiction of such courts, generally and unconditionally. The parties shall not bring any legal action, suit, or proceeding in any

other jurisdiction to enforce or litigate the terms of this agreement. The parties irrevocably waive and agree not to assert by way of motion, as a defense or otherwise, any objection that it may now or hereafter have to the venue of any aforesaid actions, suits or proceedings in the courts described herein, and further waive and agree not to plead or claim in any such court that any such action or proceeding was brought in an inconvenient forum, that the venue is improper, or that this agreement or the subject matter thereof may not be enforced in or by such court.

11. **No Adverse Interference.** This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.
12. **Not a Joint Venture.** The Board created pursuant to this Agreement is meant to be an informal committee to make recommendations regarding coordination of traffic flow in St. Charles County. Nothing contained in this Agreement shall be deemed to constitute the parties to this Agreement as partners in a partnership or joint venture for any purpose whatsoever.
13. **Not Assignable.** This Agreement is not assignable by any party hereto without the written consent of all other parties.
14. **Section Headings.** All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.
15. **Appropriation.** Any party to this Agreement's obligations under this Agreement shall cease immediately, without penalty of further payment being required, in any year for which funding for the subject of this Agreement is required from a party yet fails to be appropriated by that party, subject to the following provisions. In such event, that party's monetary obligations under this Agreement shall cease immediately without penalty of further payment being required at any time where there are not sufficient authorized funds lawfully available to meet such obligations. Any such party shall give notice of such termination of funding as soon as practicable after it becomes aware of the failure of funding. Any such party shall furthermore use all reasonable efforts to comply with the obligations set forth in Subsections 7.b.i and ii and, and grants to the County the right to exercise the option set forth in Subsection 7.b.iii.
16. **Sovereign Immunity and No Third-Party Beneficiaries.** Nothing herein shall be construed as consent by any party to this Agreement as a waiver of its sovereign immunity or rights

under the Eleventh Article of Amendment to the Constitution of the United States. Nothing in this Agreement shall be deemed to create or give rise to any right of action in, or any liability to, any third party claiming to have suffered a loss, damage or injury by virtue of any alleged failure by any of the parties hereto to comply with the terms of this Agreement. Nothing herein shall be construed to give any rights or benefits to anyone other than the parties hereto.

17. **Severability.** If any provision of this Agreement shall be found by a court of competent jurisdiction to be invalid or unenforceable, the same shall be reduced in scope and coverage to the extent necessary to render the same valid, and, if that is not possible, the remainder of this Agreement shall not be affected and shall continue in full force and effect.
18. **Term of Agreement.** The term of this Agreement shall commence upon the effective date as set forth below and shall end on December 31, 2035. This Agreement shall thereafter automatically renew and continue in effect from year to year unless terminated in the manner provided for in Section 7, Termination.
19. **Effective Date, Execution and Counterparts.** This Agreement shall become effective upon execution by the County, the Commission, and at least one of the Cities. The cities of Cottleville, Dardenne Prairie, Lake Saint Louis, O'Fallon, Saint Charles, Saint Peters, Weldon Spring, and Wentzville, Missouri shall each become a party to this Agreement immediately upon execution and delivery to the County at any time on or after the date the Agreement becomes effective. Additional municipalities may join as parties to this Agreement in the future by (1) first receiving written approval of the County upon application for admission to the Program, and (2) then delivering an executed copy of this Agreement to the County. The parties may execute the Agreement in one or more counterparts, the combination of which shall be considered one original document.
20. **Notices.** Except for the notifications described in Section 2.g.ix above, all notices and other communications hereunder shall be in writing and shall be deemed to be duly given if (a) delivered in person or by commercial delivery service, or (b) if mailed by certified mail, with postage prepaid and return receipt requested, to the County Executive or Transportation Director for the County, to the City Engineer, Director of Public Works or Mayor for each of the Cities, and to the St. Charles Area Engineer or the St. Louis District Engineer for the Commission, at the address of their public offices. Nothing contained in this Section shall be construed to restrict the transmission of routine communications between representatives of the parties.

[Remainder of page left blank intentionally. Signature pages follow.]

IN WITNESS WHEREOF, the following parties have entered into this Agreement.

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

By: _____
Title _____

Date: _____

ATTEST: (SEAL)

By: _____
Title: Secretary to the Commission

Approved as to Form:

By: _____
Title: Commission Counsel

CITY OF ST. CHARLES, MISSOURI

By: _____
Title _____

Date: _____

ATTEST: (SEAL)

By: _____
Title: _____

Approved as to Form:

By: _____
Title: _____

Ordinance Number: _____

ST. CHARLES COUNTY, MISSOURI

By: _____
Title _____

Date: _____

ATTEST: (SEAL)

By: _____
Title: _____

Approved as to Form:

By: _____
Title: _____

CITY OF ST. PETERS, MISSOURI

By: _____
Title _____

Date: _____

ATTEST: (SEAL)

By: _____
Title: _____

Approved as to Form:

By: _____
Title: _____

Ordinance Number: _____

CITY OF COTTLEVILLE, MISSOURI

By: _____
Title _____

Date: _____

ATTEST: (SEAL)

By: _____
Title: _____

Approved as to Form:

By: _____
Title: _____

Ordinance Number: _____

CITY OF DARDENNE PRAIRIE, MISSOURI

By: _____
Title _____

Date: _____

ATTEST: (SEAL)

By: _____
Title: _____

Approved as to Form:

By: _____
Title: _____

Ordinance Number: _____

CITY OF O'FALLON, MISSOURI

By: _____
Title _____

Date: _____

ATTEST: (SEAL)

By: _____
Title: _____

Approved as to Form:

By: _____
Title: _____

Ordinance Number: _____

CITY OF LAKE ST. LOUIS, MISSOURI

By: _____
Title _____

Date: _____

ATTEST: (SEAL)

By: _____
Title: _____

Approved as to Form:

By: _____
Title: _____

Ordinance Number: _____

CITY OF WENTZVILLE, MISSOURI

CITY OF WELDON SPRING, MISSOURI

By: _____
Title _____

By: _____
Title _____

Date: _____

Date: _____

ATTEST: (SEAL)

ATTEST: (SEAL)

By: _____
Title: _____

By: _____
Title: _____

Approved as to Form:

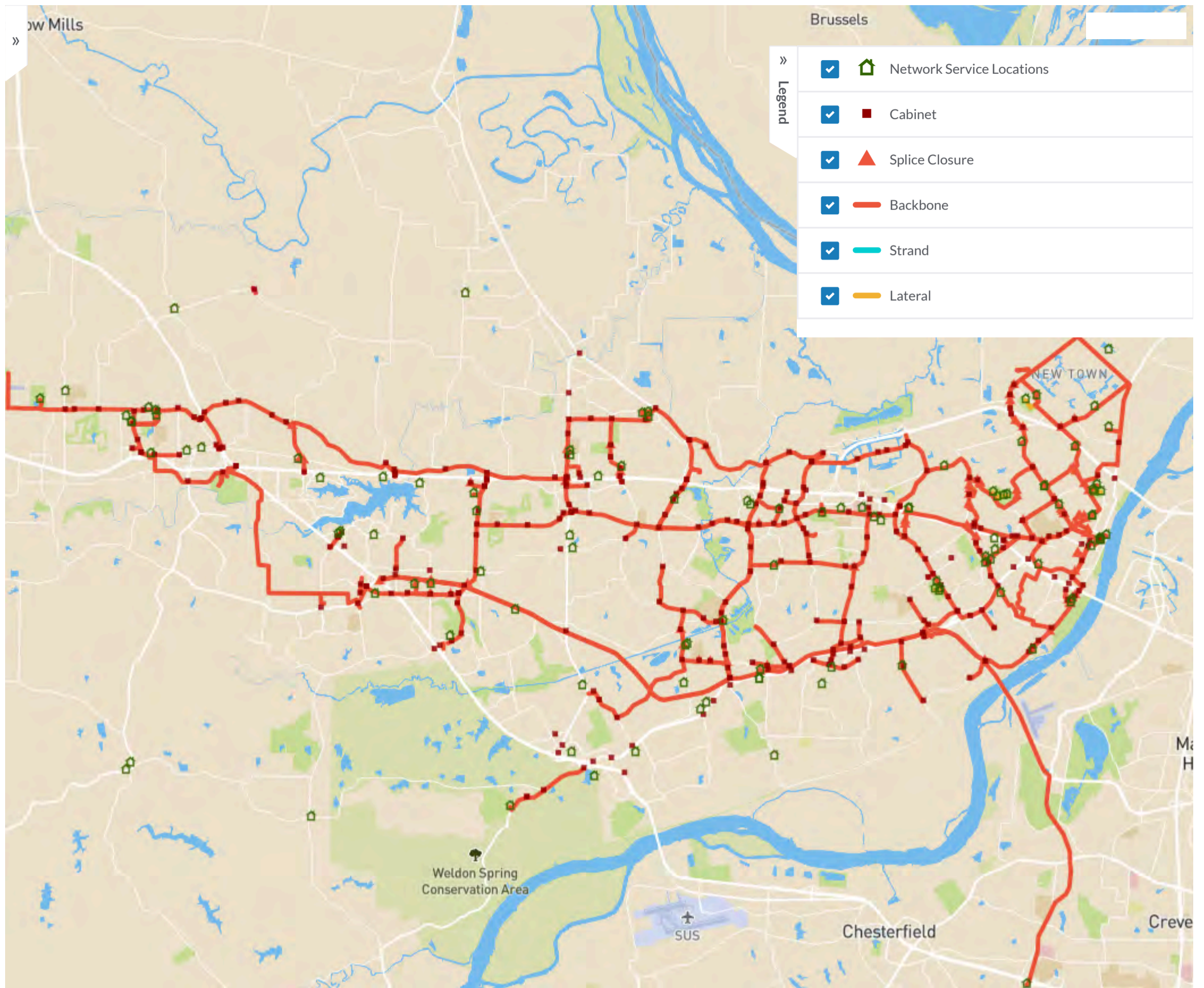
Approved as to Form:

By: _____
Title: _____

By: _____
Title: _____

Ordinance Number: _____

Ordinance Number: _____



TYPE	LOCATION	OWNERSHIP/USE TERMS	SINGLE MODE FIBER ALLOCATION	SHARING TEAM	SHARING TEAM PERCENTAGE
Cable (48 Strands)	5th & Jefferson (Signal 98) to St Charles County Admin	SCC transfers 24 strands to City of St Charles	<u>City of St Charles (24 Strands)</u> Tube 1 (Typically Blue) Tube 4 (Typically Brown) <u>County (24 Strands)</u> Tube 2-3 (Typically Orange, Green)	St Charles SCC	50% 50%
Cable (72 Strands)	5th St Ameristar Blvd (Signal 94) to Jefferson St (Signal 98)	City of St Charles transfers 36 strands to SCC	<u>City of St Charles (48 Strands)</u> Tubes 4-6 (Typically Brown, Slate White) <u>County (24 Strands)</u> Tubes 1-3 (Typically Blue, Orange, Green)	St Charles SCC	50% 50%
Cable (48 Strands)	Arena Pkwy Route 364 (Signal 86) to S River Rd / S Main St (Signal 90)	SCC transfers 24 strands to City of St Charles	<u>City of St Charles (24 Strands)</u> Tube 1(Typically Blue) Tube 4 (Typically Brown) <u>County (24 Strands)</u> Tube 2-3 (Typically Orange, Green)	St Charles SCC	50% 50%
Cable (24 Strands)	Bryan Rd Feise Rd (Signal 37) to Hwy N / Winghaven Blvd (Signal 36)	SCC transfers 12 strands to City of O'Fallon	<u>City of O'Fallon (12 Strands)</u> Tube 1 (Typically Blue) <u>County (12 Strands)</u> Tube 2 (Typically Orange)	O'Fallon SCC	50% 50%
Cable (24 Strands)	Bryan Rd Mexico Rd (Signal 1) to Feise Rd (Signal 37)	SCC transfers 12 strands to City of O'Fallon	<u>City of O'Fallon (12 Strands)</u> Tube 1 (Typically Blue) <u>County (12 Strands)</u> Tube 2 (Typically Orange)	O'Fallon SCC	50% 50%
Cable (24 Strands)	Bryan Rd Veterans Memorial Pkwy (Signal 40) to Mexico Rd (Signal 1)	SCC transfers 12 strands to City of O'Fallon	<u>City of O'Fallon (12 Strands)</u> Tube 1 (Typically Blue) <u>County (12 Strands)</u> Tube 2 (Typically Orange)	O'Fallon SCC	50% 50%
Cable (72 Strands) (Future)	Cave Springs Rd Mexico Rd (Signal 24) to West Clay (Signal 80)	SCC Transfers 18 strands to City of St. Peters	<u>City of St Peters (12 Strands)</u> Tube 1, Strands 1-6, Tube 5, Strands 1-6 <u>County (48 Strands)</u> Tube 1,5 Strands 7-12, Tubes 2,3,6 <u>City of St Charles (12 Strands)</u> Tube 4 (Typically Brown)	St Peters SCC St Charles	17% 66% 17%
Cable (48 Strands)	Civic Center Dr Lake St Louis Blvd / I-64 (Signal 238) to Lake St Louis Civic Center	SCC transfers 12 strands to City of Lake St Louis	<u>City of Lake St Louis (12 Strands)</u> Tube 1 (Typically Blue) <u>County (36 Strands)</u> Tube 2-4 (Typically Orange, Green, Brown)	Lake St Louis SCC	25% 75%
Cable (48 Strands)	Cottleville Pkwy Mid Rivers Mall Dr (Signal 51) to St Charles County Animal Control	SCC 100%	SCC 100%	SCC	100%
Cable (24 Strands)	Cottleville Pkwy Weiss Rd (Signal 153) to Mid Rivers Mall Drive (Signal 51)	City of Cottleville transfers 12 Strands to SCC	<u>City of Cottleville (12 Strands)</u> Tube 1 (Typically Blue) <u>County (12 Strands)</u> Tube 2 (Typically Orange)	Cottleville SCC	50% 50%

TYPE	LOCATION	OWNERSHIP/USE TERMS	SINGLE MODE FIBER ALLOCATION	SHARING TEAM	SHARING TEAM PERCENTAGE
Cable (72 Strands)	Duchesne Dr W Clay St (Signal 199) to Droste Dr (Signal 185)	SCC transfers 24 strands to City of St Charles	<u>City of St Charles (24 Strands)</u> Tube 1 (Typically Blue) Tubes 4 (Typically Brown) <u>County (48 Strands)</u> Tubes 2-3 (Typically Orange, Green) Tubes 5-6 (Typically Slate, White)	St Charles SCC	33% 67%
Cable (72 Strands)	Duchesne Dr & Elm St Droste Rd (Signal 185) to Elm Point Industrial Dr (Signal 190)	SCC transfers 24 strands to City of St Charles	<u>City of St Charles (24 Strands)</u> Tube 1 (Typically Blue) Tubes 4 (Typically Brown) <u>County (48 Strands)</u> Tubes 2-3 (Typically Orange, Green) Tubes 5-6 (Typically Slate, White)	St Charles SCC	33% 67%
Cable (48 Strands)	Hanley Rd Route 364 / Page Ave to Dardenne Prairie City Office	SCC 100%	SCC 100%	SCC	100%
Cable (48 Strands)	Pundmann Pkwy I-70 Cross Connect to W. Clay St (Signal 199)	SCC transfers 18 strands to City of St Charles	<u>City of St Charles (18 Strands)</u> Tube 1, Strands 1-6, Tube 4 <u>County (30 Strands)</u> Tube 1, Strands 7-12, Tubes 2,3	St Charles SCC	38% 62%
Conduit	Pundmann Pkwy I-70 Cross Connect to W. Clay St (Signal 199)	City of St Charles allowing use of city conduit	N/A	St Charles	100%
Cable (48 Strands)	Pundmann Pkwy / Greystone Dr Justice Center to I-70 Cross Connect	SCC transfers 18 strands to City of St Charles	<u>City of St Charles (18 Strands)</u> Tube 1, Strands 1-6, Tube 4 <u>County (30 Strands)</u> Tube 1, Strands 7-12, Tubes 2,3	St Charles SCC	38% 62%
Conduit	Pundmann Pkwy/ Greystone Dr Justice Center to I-70 Cross Connect	City of St Charles allowing use of city conduit	N/A	St Charles	100%
Cable (24 Strands)	Hwy 79 St Charles County Police Dept / Tower 13.0 to St Charles County Election Authority	SCC 100%	SCC 100%	SCC	100%
Conduit	Hwy 79 TR Hughes Blvd to Turner Blvd	Commission allowing County use of conduit for placement of fiber optic cable	N/A	Commission	100%
Cable (48 Strands)	Hwy 79 Cross Connect near I-70 W Ramp (Signal 255) to St Charles County Election Authority (Turner Blvd)	SCC 100%	SCC 100%	SCC	100%
Cable (48 Strands)	Hwy 94 Cross Connect near Francis Howell High (Signal 279) to Tower 4.1	SCC 100%	SCC 100%	SCC	100%
Cable	Hwy 94 Francis Howell High (Signal 279) to Route 364 / Mid Rivers Mall Drive (Signal 45)	Commission transfers 4 strands to SCC	<u>County - Signal 279 to XC #8 (I-64/ Rte. 94)</u> Orange Tube - Gr, Br, Sl, Wt (15-18) XC #8 to Mid Rivers Mall Dr (Signal 45) (as assigned by MoDOT)	Commission SCC	83% 17%

TYPE	LOCATION	OWNERSHIP/USE TERMS	SINGLE MODE FIBER ALLOCATION	SHARING TEAM	SHARING TEAM PERCENTAGE
Cable (48 Strands)	Hwy 94 Hemsath to Zumbahl / Friedens Rd (Signal 141)	SCC transfers 24 strands to City of St Charles	<u>City of St Charles (24 Strands)</u> Tube 1 (Typically Blue) Tube 4 (Typically Brown) <u>County (24 Strands)</u> Tube 2-3 (Typically Orange, Green)	St Charles SCC	50% 50%
Conduit	Hwy 94 Hemsath to Zumbahl / Friedens Rd (Signal 141)	Commission allowing use of conduit	N/A	Commission	100%
Cable	Hwy A Old Highway 61 (Signal 136) to US-61 N Ramp (Signal 138)	Commission transfers 4 strands to SCC	(as assigned by MoDOT) (Table to be added)	Commission SCC	83% 17%
Cable (48 Strands)	Hwy K / Main St Mexico Rd (Signal 6) to 3rd St (Signal 121)	SCC to transfer 18 strands to City of O'Fallon	<u>City of O'Fallon (18 Strands)</u> Tube 1, Strands 1-6 (Typically Blue) Tube 4 (Typically Brown) <u>County (30 Strands)</u> Tube 1, Strands 7-12 Tube 2-3 (Typically Orange, Green)	O'Fallon SCC	37% 63%
Conduit	Hwy K / Main St Mexico Rd (Signal 6) to I-70 EB Ramp	Commission to allow use of conduit	N/A	Commission	100%
Cable	Hwy N I-64 W Ramp (Signal 315) to Hawk Ridge Trail (Signal 316.1)	Commission transfers 6 strands to SCC	County (6 strands) - Orange Tube	Commission SCC	67% 33%
Cable	I-64	Commission allowing use of up to 4 strands (state transportation purpose only)	<u>MoDOT Node 19 (I-70 & I-64) to XC #6 (I-64 NOR & Lake St. Louis Blvd)</u> Orange Tube - RS, AQ (23-24) Other Pair (as assigned by MoDOT) <u>XC #6 to I-64 / Rte. 364</u> Orange Tube - YL, VI, RS, AQ (21-24) <u>I-64 / Rte. 364 to I-64 / Rte. 94</u> Orange Tube - RS, AQ (23-24) Other Pair (as assigned by MoDOT) <u>I-64 / Rte. 94 to Commission TMC</u> Slate Tube - GR, BR (51-52) Other Pair (as assigned by MoDOT)	Commission	100%

TYPE	LOCATION	OWNERSHIP/USE TERMS	SINGLE MODE FIBER ALLOCATION	SHARING TEAM	SHARING TEAM PERCENTAGE
Cable	I-70	Commission allowing use of up to 4 strands (state transportation purpose only)	<u>XC #4 (I-70 & Wentzville Pkwy to MoDOT Node 19 (I-70 & I-64)</u> Orange Tube - RD, BK, YL, VI (19-22) <u>MoDOT Node 19 to XC #3 (I-70 WB & TR Hughes)</u> Orange Tube - RS, AQ (23-24) Other Pair (as assigned by MoDOT) <u>XC #3 to XC #2 (I-70 & Cave Springs)</u> (as assigned by MoDOT) <u>XC #2 to XC #7 (I-70 & Hawks Nest)</u> Orange Tube - RS, AQ (23-24) Other Pair (as assigned by MoDOT)	Commission	100%
Cable	Route 370	Commission allowing use of up to 4 strands (state transportation purpose only)	Various (as assigned by MoDOT) (Table to be added)	Commission	100%
Cable (48 Strands)	Interstate Dr / Quail Ridge Pkwy Route Z to Wentzville Pkwy / I-70 and W Pearce Blvd	SCC 100%	SCC 100%	SCC	100%
Cable (48 Strands)	Interstate Dr / Quail Ridge Pkwy Route Z to Quail Ridge Park	SCC 100%	SCC 100%	SCC	100%
Cable (48 Strands)	Interstate Dr / Quail Ridge Pkwy I-70 & US-40/61 Cross Connect to Quail Ridge Park	SCC 100%	SCC 100%	SCC	100%
Conduit	Wentzville Pkwy at W Pearce to I-70 S Service Rd, Interstate Dr, Quail Ridge Park, and I-70 & US-40/61 Cross Connect	SCC 100%	SCC 100%	SCC	100%
Cable (24 Strands)	Jungermann Rd Cross Connect cabinet near Hwy 364 (Signal 101) to Mexico Rd (Signal 22)	City of St Peters to transfer 12 strands to SCC	<u>City of St Peters (12 Strands)</u> Tube 1 (Typically Blue) <u>County (12 Strands)</u> Tube 2 (Typically Orange)	St Peters SCC	50% 50%
Cable (48 Strands)	Main St 3rd St (Signal 121) to Tom Ginnenever Ave (Signal 123)	SCC transfers 12 strands to City of O'Fallon	SCC 75% O'Fallon 25%	SCC O'Fallon	75% 25%
Conduit	Main St Civic Park Dr (South of Signal 121) to Tom Ginnenever Ave (Signal 123)	O'Fallon to allow use of conduit	N/A	O'Fallon	100%
Cable (72 Strands)	Mexico Rd St Peters City Hall to Muegge Rd / Cave Springs Rd (Signal 24)	City of St Peters to transfer 24 strands to SCC	<u>City of St Peters (48 Strands)</u> Tube 1 (Typically Blue) Tube 4-6 (Typically Brown, Slate, White) <u>County (24 Strands)</u> Tube 2-3 (Typically Orange, Green)	St Peters SCC	67% 33%

TYPE	LOCATION	OWNERSHIP/USE TERMS	SINGLE MODE FIBER ALLOCATION	SHARING TEAM	SHARING TEAM PERCENTAGE
Cable (48 Strands)	Mexico Rd Route K (Signal 6) to Belleau Creek (Signal 9)	SCC transfers 6 strands to O'Fallon	<u>City of O'Fallon (6 Strands)</u> Tube 1, Strands 1-6 (Typically Blue <u>County (42 Strands)</u> Tube 1, Strands 7-12 (Typically Blue) Tubes 2-4 (Typically Orange, Green, Brown)	O'Fallon SCC	12.5% 87.5%
Cable (48 Strands)	Mexico Rd Bryan Rd (Signal 1) to Route K (Signal 6)	SCC to transfer 24 strands City of O'Fallon	<u>City of O'Fallon (24 Strands)</u> Tube 1 (Typically Blue) Tube 4 (Typically Brown) <u>County (24 Strands)</u> Tube 2-3 (Typically Orange, Green)	O'Fallon SCC	50% 50%
Cable (24 Strands)	Mexico Rd Belleau Creek Rd (Signal 9) to Grand Teton Dr (Signal 17)	City of St. Peters 100%	<u>City of St Peters (24 Strands)</u>	St Peters	100%
Conduit	Mexico Rd Belleau Creek Rd (Signal 9) to Mid Rivers Mall Drive (Signal 16)	St. Peters permits placement of SCC cable within St. Peters existing conduit	<u>St Peters (Conduit)</u>	St Peters	100%
Cable (72 Strands)	Mexico Rd Belleau Creek Rd (Signal 9) to Mid Rivers Mall Drive (Signal 16)	SCC Owns all 72 Strands	<u>County (72) Strands</u>	SCC	100%
Cable (48 Strands)	Mexico Rd Grand Teton Dr (Signal 17) to Spencer Rd (Signal 19)	SCC transfers 24 strands to City of St Peters	<u>City of St Peter (24 Strands)</u> Tube 1 (Typically Blue) Tube 4 (Typically Brown) <u>County (24 Strands)</u> Tube 2 (Typically Orange, Green)	St Peters SCC	50% 50%
Cable (24 Strands)	Mexico Rd Spencer Rd (Signal 19) to St Peters Centre Blvd (Signal 20)	City of St Peters to transfer 12 strands to SCC	<u>City of St Peters (12 Strands)</u> Tube 1 (Typically Blue) <u>County (12 Strands)</u> Tube 2 (Typically Orange)	St Peters SCC	50% 50%
Future Cable (72 Strands)	Mexico Rd Spencer Rd (Signal 19) to Mid Rivers Mall Dr (Signal 16)	City of St Peters transfers 18 Strands to SCC	<u>City of St Peters (54 Strands)</u> Tube 1, Strands 1-6 (Typically Blue) Tubes 3-6 (Typically Green, Brown, Slate, White) <u>County (18 Strands)</u> Tube 1, Strands 7-12 (Typically Blue) Tube 2 (Typically Orange)	St Peters SCC	75% 25%
Cable (24 Strands)	Mid Rivers Mall Dr Home Depot (Signal 47) to Route N (Signal 48), Town Center South (Signal 49) to Mexico Rd (Signal 49) to Mexico Rd (Signal 16), and Cross Connect near Route 364 (Signal 45) to Dierberg Plaza 94 (Signal 46)	City of St Peters transfers 12 strands to SCC	<u>City of St Peters (12 Strands)</u> Tube 1 (Typically Blue) <u>County (12 Strands)</u> Tube 2 (Typically Orange)	St Peters SCC	50% 50%

TYPE	LOCATION	OWNERSHIP/USE TERMS	SINGLE MODE FIBER ALLOCATION	SHARING TEAM	SHARING TEAM PERCENTAGE
Cable (48 Strands)	Mid Rivers Mall Dr Dierberg Plaza 94 (Signal 46) Home Depot (Signal 47) and Route N (Signal 48) to Town Center South (Signal 49)	SCC transfers 24 strands to City of St Peters	<u>City of St Peters (24 Strands)</u> Tube 1 (Typically Blue) Tube 4 (Typically Brown) <u>County (24 Strands)</u> Tube 2-3 (Typically Orange, Green)	St Peters SCC	50% 50%
Conduit	Mid Rivers Mall Dr Cottleville Pkwy (Signal 51) to MRMD @ Mexico (Signal 16)	St. Peters permits placement of SCC cable within St. Peters existing conduit	N/A	St Peters	100%
Cable (24 Strands)	Mid Rivers Mall Dr Cottleville Pkwy (Signal 51) to MRMD @ Mexico (Signal 16)	St. Peters Owns all 24	<u>City of St. Peters (24 strands)</u>	<u>St Peters</u>	100%
Cable (72strands)	Adoption to Mexico (Signal 16) Pet	SCC Owns all 72 Strands	<u>SCC (72 Strands)</u>	SCC	100%
Cable (24 Strands)	Muegge Rd Old Hwy 94 (Signal 69) to Mexico Rd (Signal 24)	SCC transfers 12 strands to City of St Charles	<u>City of St Charles (12 Strands)</u> Tube 1 (Typically Blue) <u>County (12 Strands)</u> Tube 2 (Typically Orange)	St Charles SCC	50% 50%
Cable (48 Strands)	Muegge Rd Old Hwy 94 (Signal 69) to Hwy 94	SCC transfers 24 strands to City of St Charles	<u>City of St Charles (24 Strands)</u> Tube 1 (Typically Blue) Tube 4 (Typically Brown) <u>County (24 Strands)</u> Tube 2-3 (Typically Orange, Green)	St Charles SCC	50% 50%
Cable (72 Strands)	Mueller Rd, Elm Point Industrial Dr, New Town Blvd, Seeburger Rd & Bethman Rd Boschertown Rd / Little Hills Expressway (Signal 329) to Future St. Charles Public Works	City of St Charles transfers 24 strands to SCC	<u>City of St Charles (48 Strands)</u> Tube 1 (Typically Blue) Tubes 4-6 (Typically Brown, Slate White) <u>County (24 Strands)</u> Tubes 2-3 (Typically Orange, Green)	St Charles SCC	67% 33%
Cable (72 Strands)	Mueller Rd, Elm Point Industrial Dr, New Town Blvd, Seeburger Rd & Bethman Rd Future St. Charles Public Works to Bethman Tower 14.1	SCC to transfer 48 strands City strands to City of St Charles	<u>City of St Charles (48 Strands)</u> Tube 1 (Typically Blue) Tubes 4-6 (Typically Brown, Slate White) <u>County (24 Strands)</u> Tubes 2-3 (Typically Orange, Green)	St Charles SCC	67% 33%
Cable (72 Strands)	N Kingshighway & W Randolph St Monroe St (Signal 195) to Boschertown Rd / Little Hills Expressway (Signal 329)	City of St Charles transfers 24 strands to SCC	<u>City of St Charles (48 Strands)</u> Tube 1 (Typically Blue) Tubes 4-6 (Typically Brown, Slate White) <u>County (24 Strands)</u> Tubes 2-3 Typically Orange, Green)	St Charles SCC	67% 33%
Cable (72 Strands)	New Town Blvd New Town Rd / Mueller Rd (Signal 189) to Bethman Tower 14.1	SCC transfers 24 strands to City of St Charles	<u>County (48 Strands)</u> Tube 1-2 (Typically Blue, Orange) Tubes 5-6 (Typically Slate White) <u>County (24 Strands)</u> Tubes 3-4 (Typically Green, Brown)	St Charles SCC	67% 33%
Conduit	Old Hwy 94 Hackman Rd (Signal 202) to Hwy 94 (Signal 280)	City of St Charles allowing use of city conduit	<u>City of St Charles (Conduit)</u>	St Charles	100%

TYPE	LOCATION	OWNERSHIP/USE TERMS	SINGLE MODE FIBER ALLOCATION	SHARING TEAM	SHARING TEAM PERCENTAGE
Cable (48 Strands)	Old Hwy 94 Hackman Rd (Signal 202) to Hwy 94 (Signal 280)	SCC 100%	SCC 100%	SCC	100%
Cable (48 Strands)	Old Hwy 94 Hackman Rd (Signal 202) to Muegge Rd (Signal 69)	SCC transfers 24 strands to City of St Charles	<u>City of St Charles (24 Strands)</u> Tube 1 (Typically Blue) Tube 4 (Typically Brown) <u>County (24 Strands)</u> Tube 2-3 (Typically Orange, Green)	St Charles SCC	50% 50%
Conduit	Old Hwy 94 & Hwy 94 (Signal 280) to Heritage Crossing & St Peters Pkwy (Signal 281)	Commission allowing use of conduit	<u>Comission (Conduit)</u>	Commission	100%
Cable (48 Strands)	Old Hwy 94 & Hwy 94 (Signal 280) to Heritage Museum	SCC owns cable and conduit except for commission conduit from signal 280 to Heritage Crossing & St Peters Pkwy (Signal 281)	SCC 100%	SCC	100%
Cable (24 Strands) & Conduit	Ronald Reagan Dr / Hawks Ridge Trail Lila Ln (Signal 182) through Orf Rd (Signal 521) & Hawks Ridge Trail (Signal 180) to Hawks Ridge Trail & Hwy N (Signal 316 / 316.1)	SCC own cable and conduit. Allows City use of cable up to 6 strands	<u>Lake St. Louis (6 strands)</u> Tube 1, Strands 1-6 <u>County (18 strands)</u> Tube 1, Strands 7-12 Tube 2	SCC	100%
Cable (24 Strands)	Route 364 State Hwy 94 & Mid Rivers Mall Dr (Signal 45) to I-64 W Ramp (Signal 315)	Commission to transfer 12 strands to SCC	<u>Commission (12 Strands)</u> Tube 1 (Blue) <u>County (12 Strands)</u> Tube 2 (Orange)	Commission SCC	50% 50%
Cable (72 Strands)	Route 364 State Hwy 94 & Mid Rivers Mall Dr (Signal 45) to I-64 W Ramp (Signal 315)	Commission to transfer 12 strands to SCC	<u>Commission (60 Strands)</u> Tube 1-5 (Blue, Orange, Green, Brown, Slate) <u>County (12 Strands)</u> Tube 6 (White)	Commission SCC	83% 17%
Conduit	Route 364 Missouri River Bridge	Commission permits placement of SCC cable within Commission's existing conduit on bridge structure	<u>Comission (Conduit)</u>	Commission	100%
Cable (24 strands)	Route 364 / Route 141 Mid Rivers Mall Dr (Signal 45) to Commission TMC in Chesterfield	SCC owns cables and conduits except for conduit on the Route 364 Missouri River Bridge, Commission permits placements in ROW	SCC 100%	SCC	100%
Cable (48 Strands)	Route 364 to Youth Activity Park (YAP / Tower 9.9)	SCC 100%	SCC 100%	SCC	100%
Cable (48 Strands)	Route 364 / Central School North Outer Rd (Signal 287) to St Charles County Highway Building	SCC 100%	SCC 100%	SCC	100%
Cable (48 Strands)	S Main St (Signal 90) to 5th St / St Charles Ameristar Blvd (Signal 94)	SCC transfers 24 strands to City of St Charles	<u>City of St Charles (24 Strands)</u> Tube 1 (Typically Blue) Tube 4 (Typically Brown) <u>County (12 Strands)</u> Tube 2-3 (Typically Orange, Green)	St Charles SCC	50% 50%

TYPE	LOCATION	OWNERSHIP/USE TERMS	SINGLE MODE FIBER ALLOCATION	SHARING TEAM	SHARING TEAM PERCENTAGE
Conduit	Salt Lick Rd Cross Connect Cabinet at Hwy 79 / I-70 W Ramp (Signal 255) to Mexico Rd (Signal 11)	St Peters permits placement of SCC cable within conduit	St Peters (Conduit)	St Peters	100%
Cable (24 Strands)	Salt Lick Rd Cross Connect Cabinet at Hwy 79 / I-70 W Ramp (Signal 255) to Mexico Rd (Signal 11)	City of St Peters to transfer 12 0 strands to SCC	City of St Peters (12-24 Strands) Tube 1 (Blue) 7-12 Tube 2 (Orange) 1-6	St Peters SCC	50%-100% 50%-0%
Cable (48 Strands)		SCC All 48 Strands	County (12-48 Strands) Tube 1 (Blue) 1-6 Tube 2 (Orange) 7-12	SCC	100%
Cable (72 Strands)	Salt River Rd Rd (Signal)/ Cross Connect to Route 79 NB Ramp (Signal)	Spencer SCC transfers 24 strands to City of St Peters	City of St Peters (24 Strands) Tube 1 (Typically Blue) Tube 4 (Typically Brown) County (48 Strands) Tube 2,3,5,6 (Typically Orange, Green, Slate, White)	St Peters SCC	33% 67%
Cable (48 Strands)	Schroeder Creek Blvd Tower Site 10.1 to Wentzville Pkwy (Signal 133)	SCC transfers 12 strands to City of Wentzville	City of Wentzville (12 Strands) Tube 1 (Typically Blue) County (36 Strands) Tube 2-4 (Typically Orange, Green, Brown)	Wentzville SCC	25% 75%
Cable (24 Strands)	Spencer Rd Willot Rd (Signal 220) to Mexico Rd (Signal 19)	City of St Peters to transfer 12 strands to SCC	City of St Peters (12 Strands) Tube 1 (Typically Blue) County (12 Strands) Tube 2 (Typically Orange)	St Peters SCC	50% 50%
Cable (72 Strands)	Spencer Rd Spencer Loop South (Signal) to Salt River Rd (Signal)	City of St Peters to transfer 24 strands to SCC	City of St Peters (48 Strands) Tube 1 (Typically Blue) Tube 4-6 (Typically Brown, Slate, White) County (24 Strands) Tubes 2-3 (Typically Orange, Green)	St Peters SCC	67% 33%
Cable (48 Strands)	Tom Ginnever Ave Main St (Signal 123) to St Charles County Police Dept.	SCC 100%	SCC 100%	SCC	100%
Cable (24 Strands)	TR Hughes Blvd E Terra Ln (Signal 158) to O'Fallon Public Works	SCC 100%	SCC 100%	SCC	100%
Cable (48 Strands)	TR Hughes Blvd O'Fallon Public Works to E Wabash (Signal 160)	City of O'Fallon transfers 24 strands to SCC	City of O'Fallon (24 Strands) Tube 1 (Typically Blue) Tube 4 (Typically Brown) County (24 Strands) Tubes 2-3 (Typically Orange, Green)	O'Fallon SCC	50% 50%

TYPE	LOCATION	OWNERSHIP/USE TERMS	SINGLE MODE FIBER ALLOCATION	SHARING TEAM	SHARING TEAM PERCENTAGE
Cable (72 Strands)	Truman Blvd/ Lakeside Pwrk Dr Ehlmann Rd (Signal 81) to Hwy 370 (Intersection 82)	City of St Charles transfers 24 strands to SCC	<u>City of St Charles (48 Strands)</u> Tube 1 (Typically Blue) Tube 4-6 (Typically Brown, Slate, White) <u>County (24 Strands)</u> Tube 2-3 (Typically Orange, Green)	St Charles SCC	67% 33%
Cable (72 Strands)	Truman Blvd Ehlmann Rd (Signal 81) to W Clay St (Signal 80)	City of St Charles transfers 24 strands to SCC	<u>City of St Charles (48 Strands)</u> Tube 1 (Typically Blue) Tubes 4-6 (Typically Brown, Slate White) <u>County (24 Strands)</u> Tubes 2-3 (Typically Orange, Green)	St Charles SCC	67% 33%
Cable	US-61 Hwy A US-61 (Signal 137 / 138) to I-70 / US-40/61 Cross Connect	Commission transfers 4 strands to SCC	(as assigned by MoDOT) (Table to be added	Commission SCC	83% 17%
Cable (48 Strands)	W Clay St & Hawks Nest Dr (Signal 199) to St Charles County Admin	SCC 100%	SCC 100%	SCC	100%
Conduit	W Clay St & Hawks Nest Dr (Signal 199) to St. Charles County Admin	City of St Charles allowing use of city conduit	N/A	St Charles	100%
Cable (48 Strands)	Weiss Rd Cottleville City Hall to Cottleville Pkwy (Signal 153)	SCC 100%	SCC 100%	SCC	100%
Cable (18 Strands)	Wentzville Pkwy I-70 (Signal 127) to WM Dierberg Dr (Signal 131)	City of Wentzville to transfer 12 strands to SCC	<u>City of Wentzville (6 Strands)</u> Tube 1 (Typically Blue) <u>County (12 Strands)</u> Tube 2 (Typically Orange) Tube 3 (Typically Green)	Wentzville SCC	33% 67%
Cable (48 Strands)	Wentzville Pkwy Schroeder Creek Blvd (Signal 133) to Old Highway 61 (Signal 136)	SCC transfers 12 strands to City of Wentzville	<u>City of Wentzville (12 Strands)</u> Tube 1(Typically Blue) <u>County (36 Strands)</u> Tube 2-4 (Typically Orange, Green, Brown)	Wentzville SCC	25% 75%
Cable (48 Strands)	Wentzville Pkwy WM Dierberg Dr (Signal 131) to Heritage Pkwy (Signal 133)	Wentzville to transfer 36 strands to SCC	<u>City of Wentzville (12 Strands)</u> Tube 1 (Typically Blue) <u>County (36 Strands)</u> Tube 2-4 (Typically Orange, Green, Brown)	Wentzville SCC	25% 75%
Cable (48 Strands)	Wentzville Pkwy WM Dierberg Dr (Signal 131) to WZG Tower 10.1	City of Wentzville transfers 36 strands to SCC	<u>City of Wentzville (12 Strands)</u> Tube 1 (Typically Blue) <u>County (36 Strands)</u> Tube 2-4 (Typically Orange, Green, Brown)	Wentzville SCC	25% 75%
Cable (24 Strands)	Winghaven Blvd Hwy N (Signal 36) to Technology Dr (Signal 32)	SCC 100%	SCC 100%	SCC	100%
Cable (48 Strands)	WM Dierberg Dr Wentzville Pkwy (Signal 131) to SCC Dispatch & Alarm Building	SCC transfers 12 strands to City of Wentzville	<u>City of Wentzville (12 Strands)</u> Tube 1 (Typically Blue) <u>County (36 Strands)</u> Tube 2-4 (Typically Orange Green, Brown)	Wentzville SCC	25% 75%

TYPE	LOCATION	OWNERSHIP/USE TERMS	SINGLE MODE FIBER ALLOCATION	SHARING TEAM	SHARING TEAM PERCENTAGE
Cable (48 Strands)	Zumbehl Rd Highway 94 (Signal 141) to Justice Center (W of Signal 142)	SCC transfers 24 strands to City of St Charles	<u>City of St Charles (24 Strands)</u> Tube 1 (Typically Blue) Tube 4 (Typically Brown) <u>County (24 Strands)</u> Tube 2-3 (Typically Orange, Green)	St Charles SCC	50% 50%
Cable (72 Strands)	Elm St/ New Town Blvd Hunter's Ridge (Signal 193) to Bethman Tower	SCC transfers 24 strands to City of St Charles	<u>City of St Charles (24 Strands)</u> Tube 1 (Typically Blue) Tubes 4 (Typically Brown) <u>County (48 Strands)</u> Tubes 2-3 (Typically Orange, Green) Tubes 5-6 (Typically Slate, White)	St Charles SCC	33% 67%
Cable (72 Strands)	Motherhead Rd/ Route N Rivers Mall @ Route N (Signal 48) to Cottleville City Hall	SCC transfers 12 Strands to City of Cottleville	City of Cottleville (12 Strands) Tube 1 (Typically Blue 1-6) Tube 4 (Typically Brown 37-42) County (60 Strands) Tube 1 (Typically Blue 7-12), Tubes 2-3, 5-6	Cottleville SCC	17% 83%
Cable (48 Strands)	St Peters Howell Rd Connect Cabinet near MO 364 NOR & Central School Rd to St Peters Howell Tower (Tower 3.0)	SCC 100%	SCC 100%	SCC	100%
Conduit	St Peters Howell Rd Connect Cabinet near MO 364 NOR & Central School Rd to St Peters Howell Tower (Tower 3.0)	SCC 100%	N/A	SCC	100%
Cable (24 Strands)	Cottleville Pkwy/ Weiss Rd/ Route N Rivers @ Cottleville Pkwy (Signal 51) to Cottleville City Hall	SCC 100%	SCC 100%	SCC	100%
Conduit	Cottleville Pkwy/ Weiss Rd/ Route N Rivers @ Cottleville Pkwy (Signal 51) to Cottleville City Hall	SCC 100%	SCC 100%	SCC	100%
Cable (72 Strands) (Future)	Route N/ Town Square Ave Winghaven Blvd (Signal) to Merz Farm Lane (Signal)	SCC 100%	SCC 100%	SCC	100%
Cable (48 Strands)	Veterans Memorial Pkwy Bryan Rd (Signal) to Thornbury Crossing (Signal)	SCC transfers 12 strands to City of O'Fallon	<u>City of O'Fallon (12 Strands)</u> Tube 1 (Typically Blue) <u>County (36 Strands)</u> Tube 2-4 (Typically Orange, Green, Brown)	O'Fallon SCC	25% 75%
Cable (72 Strands) and Conduit	Route N Park (Tower 9.9) to Old Hwy N & Sommers Rd	SCC 100%	SCC 100%	SCC	100%
Cable (72 Strands) Future	Zumbehl Rd/ Ehlmann Rd Droste Rd (Signal) to Truman Rd (Signal)	SCC transfers 24 strands to St. Charles City	<u>City of St Charles (36 Strands)</u> Tubes 4 (Typically Brown) Tubes 6 (Typically White) <u>County (36 Strands)</u> Tubes 2-3 (Typically Blue, Orange, Green)	St Charles SCC	25% 75%

TYPE	LOCATION	OWNERSHIP/USE TERMS	SINGLE MODE FIBER ALLOCATION	SHARING TEAM	SHARING TEAM PERCENTAGE
Cable (72 Strands)	T.R. Hughes Blvd Tom Ginnever (Signal) to E Wabash St (Signal)	SCC transfers 36 strands to O'Fallon	<u>City of St Charles (36 Strands)</u> Tubes 4 (Typically Brown) Tubes 5-6 (Typically Slate, White) <u>County (36 Strands)</u> Tubes 2-3 (Typically Blue, Orange, Green)	O'Fallon SCC	50% 50%
Cable (72 Strands)	Central School Rd St Peters Howell (Signal 199) to Highfield Dr (Signal 352)	SCC 100%	SCC 100%	SCC	100%
Cable (72 Strands)	Droste Rd, Norwich Dr, Yale Blvd, Hunters Ridge Zumbehl Rd (Signal 150) to Elm St (Signal 193)	St Charles City transfers 36 strands to SCC	<u>City of St Charles (36 Strands)</u> Tubes 4 (Typically Brown) Tubes 5-6 (Typically Slate, White) <u>County (36 Strands)</u> Tubes 2-3 (Typically Blue, Orange, Green)	St Charles SCC	50% 50%
Cable (72 Strands)	Zumbehl Rd from Droste Rd(Signal 150) to W Clay (Signal 149)	St Charles City transfers 36 strands to SCC	<u>City of St Charles (36 Strands)</u> Tubes 4 (Typically Brown) Tubes 5-6 (Typically Slate, White) <u>County (36 Strands)</u> Tubes 2-3 (Typically Blue, Orange, Green)	St Charles SCC	50% 50%
Cable (72 Strands)	W Clay at First Capitol (Signal 266) to Muegge Rd at Old Muegge Rd (Signal 75)	St Charles City transfers 36 strands to SCC	<u>City of St Charles (36 Strands)</u> Tubes 4 (Typically Brown) Tubes 5-6 (Typically Slate, White) <u>County (36 Strands)</u> Tubes 1-3 (Typically Blue, Orange, Green)	St Charles SCC	50% 50%
Conduits	Hwy A I-70 to US 61 SB/ Luetkenhaus Blvd	SCC and Commission	Underground Conduits run parallel in ground, conduits on bridge structures are shared	Commission SCC	100% 100%
Cables (48 Strands)	Hwy A I-70 to US 61 SB/ Luetkenhaus Blvd	SCC and Commission	SCC 100% of own 48 strand cable Commission 100% of own 48 strand cable	Commission SCC	100% 100%
Cable (24 Strands)	W Meyer Rd	Wentzville to transfer strands to SCC	<u>City of Wentzville</u> Tube 1, Strands 1-6 (Typically Blue) Tube 2, Strands 7-12 (Typically Orange) <u>County</u> Tube 1, Strands 7-12 (Typically Blue) Tube 2, Strands 1-6 (Typically Orange)	Wentzville SCC	50% 50%
Conduit	W Meyer Rd	Wentzville to allow use of conduit	Wentzville 100%	Wentzville	100%
Cable (72 Strands) and Conduit	Dardenne Prarie City Hall to Merz Farm Ln via Hanley Rd, Feise Rd, Henke Rd, Techonology Dr, and Towne Square Ave	SCC	SCC 100%	SCC	100%
Cable (48 Strands)	Route N Mid Rivers Mall Dr (signal) to Cottleville City Hall	SCC	SCC 100%	SCC	100%
Cable (72 Strands)	First Capitol/ Kingshighway from W Clay St to W Randolph St	City of St Charles transfers 24 strands to SCC	<u>City of St Charles (48 Strands)</u> Tube 1 (Typically Blue) Tubes 4-6 (Typically Brown, Slate White) <u>County (24 Strands)</u> Tubes 2-3 (Typically Orange, Green)	St Charles SCC	67% 33%

TYPE	LOCATION	OWNERSHIP/USE TERMS	SINGLE MODE FIBER ALLOCATION	SHARING TEAM	SHARING TEAM PERCENTAGE
Cable (72 Strands)	Booneslick Rd from 5th St to MO 94	City of St Charles transfers 24 strands to SCC	<u>City of St Charles (48 Strands)</u> Tube 1 (Typically Blue) Tubes 4-6 (Typically Brown, Slate White) <u>County (24 Strands)</u> Tubes 2-3 (Typically Orange, Green)	St Charles SCC	67% 33%
Cable (72 Strands)	W Randolph St from Kingshighway to Little Hills Expy	City of St Charles transfers 24 strands to SCC	<u>City of St Charles (48 Strands)</u> Tube 1 (Typically Blue) Tubes 4-6 (Typically Brown, Slate White) <u>County (24 Strands)</u> Tubes 2-3 (Typically Orange, Green)	St Charles SCC	67% 33%
Cable (72 Strands)	Duchesne Dr Droste Rd to Mel Wetter Pkwy	City of St Charles transfers 24 strands to SCC	<u>City of St Charles (48 Strands)</u> Tube 1 (Typically Blue) Tubes 4-6 (Typically Brown, Slate White) <u>County (24 Strands)</u> Tubes 2-3 (Typically Orange, Green)	St Charles SCC	67% 33%
Cable (72 Strands)	Monroe St/ Elm St from Admin to Hunters Ridge (signal)	City of St Charles transfers 24 strands to SCC	<u>City of St Charles (48 Strands)</u> Tube 1 (Typically Blue) Tubes 4-6 (Typically Brown, Slate White) <u>County (24 Strands)</u> Tubes 2-3 (Typically Orange, Green)	St Charles SCC	67% 33%
Cable (72 Strands)	Little Hills Expy/ Mueller Rd from W Randolph to Public Works	City of St Charles transfers 24 strands to SCC	<u>City of St Charles (48 Strands)</u> Tube 1 (Typically Blue) Tubes 4-6 (Typically Brown, Slate White) <u>County (24 Strands)</u> Tubes 2-3 (Typically Orange, Green)	St Charles SCC	67% 33%
Cable (72 Strands)	Elm Pointe Industrial from Public Works to New Town Blvd	City of St Charles transfers 24 strands to SCC	<u>City of St Charles (48 Strands)</u> Tube 1 (Typically Blue) Tubes 4-6 (Typically Brown, Slate White) <u>County (24 Strands)</u> Tubes 2-3 (Typically Orange, Green)	St Charles SCC	67% 33%
Cable (72 Strands)	Seeburger Rd, Bethman Rd from New Town Blvd to Bethman Tower	City of St Charles transfers 24 strands to SCC	<u>City of St Charles (48 Strands)</u> Tube 1 (Typically Blue) Tubes 4-6 (Typically Brown, Slate White) <u>County (24 Strands)</u> Tubes 2-3 (Typically Orange, Green)	St Charles SCC	67% 33%
Cable (72 Strands)	Boschertown Rd from Little Hills Expy to Hwy B at Hwy 94	City of St Charles transfers 24 strands to SCC	<u>City of St Charles (48 Strands)</u> Tube 1 (Typically Blue) Tubes 4-6 (Typically Brown, Slate White) <u>County (24 Strands)</u> Tubes 2-3 (Typically Orange, Green)	St Charles SCC	67% 33%
Cable (72 Strands)	W Clay St from MO 94 (signal) to Old Muegge Rd at Muegge Rd (signal)	City of St Charles transfers 24 strands to SCC	<u>City of St Charles (48 Strands)</u> Tube 1 (Typically Blue) Tubes 4-6 (Typically Brown, Slate White) <u>County (24 Strands)</u> Tubes 2-3 (Typically Orange, Green)	St Charles SCC	67% 33%

TYPE	LOCATION	OWNERSHIP/USE TERMS	SINGLE MODE FIBER ALLOCATION	SHARING TEAM	SHARING TEAM PERCENTAGE
Cable (48 Strands)	Hackmann Rd from Muegge Rd (signal) to Cross Connect 9 (cabinet)	SCC transfers 18 strands to City of St. Charles	<u>City of St Charles (18 Strands)</u> Tube 1, Strands 1-6 (Typically Blue) Tube 4 (Typically Brown) <u>County (30 Strands)</u> Tube 1, Strands 7-12 2-3 (Typically Orange, Green)	St Charles SCC	37% 63%
Cable (24 Strands)	McClay Rd at Thoele to Harvester	St Peters transfers 12 strands to SCC	<u>City of St. Peters (12 Strands)</u> Tube 1 (Typically Blue) <u>County (12 Strands)</u> Tube 2 (Typically Orange)	St. Peters SCC	50% 50%
Cable (Future)	Gutermuth Rd	SCC 100%	SCC 100%	SCC	100%
Cable (Future)	Pralle Ln	SCC transfers 24 Strands to City of St. Charles	<u>City of St Charles (18 Strands)</u> Tube 1, Strands 1-6 (Typically Blue) Tube 4 (Typically Brown) <u>County (54 Strands)</u> Tube 1, Strands 7-12 2-3 (Typically Orange, Green) 5-6 (Typically Slate, White)	St Charles SCC	17% 83%
Cable (Future)	Jungs Stations Rd	SCC transfers 18 Strands to City of St. Peters	<u>City of St Peters (18 Strands)</u> Tube 1, Strands 1-6 (Typically Blue) Tube 4 (Typically Brown) <u>County (54 Strands)</u> Tube 1, Strands 7-12 2-3 (Typically Orange, Green) 5-6 (Typically Slate, White)	St Peters SCC	17% 83%
Cable (Future)	Upper Bottom Rd	SCC 100%	SCC 100%	SCC	100%
Cable (Future)	Harvester Rd	SCC transfers 18 Strands to City of St. Peters	<u>City of St Peters (18 Strands)</u> Tube 1, Strands 1-6 (Typically Blue) Tube 4 (Typically Brown) <u>County (54 Strands)</u> Tube 1, Strands 7-12 2-3 (Typically Orange, Green) 5-6 (Typically Slate, White)	St Peters SCC	17% 83%
Cable (Future)	Kanust Rd	SCC 100%	SCC 100%	SCC	100%
Cable (Future)	Birdie Hills Rd	SCC transfers 24 Strands to City of St. Peters	<u>City of St Peters (18 Strands)</u> Tube 1, Strands 1-6 (Typically Blue) Tube 4 (Typically Brown) <u>County (54 Strands)</u> Tube 1, Strands 7-12 2-3 (Typically Orange, Green) 5-6 (Typically Slate, White)	St Peters SCC	17% 83%

TYPE	LOCATION	OWNERSHIP/USE TERMS	SINGLE MODE FIBER ALLOCATION	SHARING TEAM	SHARING TEAM PERCENTAGE
Cable (Future)	Veterans Memorial Pkwy	SCC transfers 24 Strands to City of O'Fallon	<u>City of O'Fallon (18 Strands)</u> Tube 1, Strands 1-6 (Typically Blue) Tube 4 (Typically Brown) <u>County (54 Strands)</u> Tube 1, Strands 7-12 2-3 (Typically Orange, Green) 5-6 (Typically Slate, White)	Tubes Tube	St Peters SCC 17% 83%
Cable (Future)	Ptiman Ave/ Sonderen St	SCC transfers 24 Strands to City of O'Fallon	<u>City of O'Fallon (18 Strands)</u> Tube 1, Strands 1-6 (Typically Blue) Tube 4 (Typically Brown) <u>County (54 Strands)</u> Tube 1, Strands 7-12 2-3 (Typically Orange, Green) 5-6 (Typically Slate, White)	Tubes Tube	St Peters SCC 17% 83%
Cable (Future)	Henke Rd	SCC transfers 24 Strands to City of Lake St. Louis	<u>City of Lake St Louis (18 Strands)</u> Tube 1, Strands 1-6 (Typically Blue) Tube 4 (Typically Brown) <u>County (54 Strands)</u> Tube 1, Strands 7-12 2-3 (Typically Orange, Green) 5-6 (Typically Slate, White)	Tubes Tube	St Peters SCC 17% 83%
Cable (Future)	Technology Dr	SCC transfers 24 Strands to City of Lake St. Louis	<u>City of Lake St Louis (18 Strands)</u> Tube 1, Strands 1-6 (Typically Blue) Tube 4 (Typically Brown) <u>County (54 Strands)</u> Tube 1, Strands 7-12 2-3 (Typically Orange, Green) 5-6 (Typically Slate, White)	Tubes Tube	St Peters SCC 17% 83%
Cable (Future)	O'Fallon Rd	SCC transfers 24 Strands to City of O'Fallon	<u>City of O'Fallon (18 Strands)</u> Tube 1, Strands 1-6 (Typically Blue) Tube 4 (Typically Brown) <u>County (54 Strands)</u> Tube 1, Strands 7-12 2-3 (Typically Orange, Green) 5-6 (Typically Slate, White)	Tubes Tube	St Peters SCC 17% 83%
Cable (Future)	Hackmann Rd from Old Hwy 94 to FHNHS	SCC transfers 24 Strands to City of St. Charles	<u>City of St Charles (18 Strands)</u> Tube 1, Strands 1-6 (Typically Blue) Tube 4 (Typically Brown) <u>County (54 Strands)</u> Tube 1, Strands 7-12 2-3 (Typically Orange, Green) 5-6 (Typically Slate, White)	Tubes Tube	St Peters SCC 17% 83%

Exhibit C

GGL Traffic Signal Network IDs

Revised Date: 7/24/2015 Redacted - 9/23/15

County/ModOT assigned VLANs

County/ModOT assigned IP block

IP Block:

GGL IP Assignment

Cellular Range: 10.190.50.x to 10.190.57.x/28

L3 Segments: 10.190.1.0 to 10.190.1.253/30

Agency Segments: 10.191.0.x to 10.197.240.x/30

Temporary Agency 10.198.0.0/16

St. Peters: 10.199.0.0/19

TMC:

Comments:

1. Not enough VLANs IDs
2. Other device types and number of vlans?
3. Suggested VLANs (use VTP v3.0 or disable it)



Cisco C3750X-12S24P-E Switch Port Assignment
 Gig1/1/3 Gig1/1/2 Gig1/1/1 Gig1/0/11 Gig1/0/10

Location ID	Name
1	GGL-TMC
2	GGL-HeritageMuseum
3	GGL-SCCHighway
4	GGL-St CharlesAdmin
5	GGL-ElectionBuilding
6	GGL-SCCPolice
7	GGL-RadioTower4.1
8	GGL-YouthActPark
9	GGL-WZGTower
10	GGL-PetAdoption
11	GGL-AlarmDispatch
12	GGL-RadioTower14.1
199	GGL-St. Peters

Location Name	ModOT	Heritage Museum	SCC Highway	St. Charles Admin	Election Building	SCC Police	Radio Tower 4.1	Youth Act Park (YAP)	WZG Tower	Pet Adoption
Router ID / Network	VLAN	Subnet ID	VLAN	Subnet ID	VLAN	Subnet ID	VLAN	Subnet ID	VLAN	Subnet ID
Device Type	VLAN	Subnet ID	VLAN	Subnet ID	VLAN	Subnet ID	VLAN	Subnet ID	VLAN	Subnet ID
Mgmt										
CTRL										
MMU										
UPS										
WirelessDET										
CCTV										
DMS										
Radio										
Admin										
Future										
Future										
OtherDET										
Agency 1										
Agency 2										
Agency 3										

Location Name	Alarm/Dispatch	Radio Tower 4.1	(Future)	(Future)	(Future)	(Future)	St. Peters West	St. Peters East
Router ID	VLAN	Subnet ID	VLAN	Subnet ID	VLAN	Subnet ID	VLAN	Subnet ID
Summarization VLAN IDs	VLAN	Subnet ID	VLAN	Subnet ID	VLAN	Subnet ID	VLAN	Subnet ID

TYPE	LOCATION	OWNERSHIP	TERMS
BlueTOAD	364 NOR @ Central School Rd	St Charles County	County owns, maintains, and operates device and data. MODOT will have access to data via the TrafficCast server on GGL Terminal Service Production server
BlueTOAD	364 NOR @ Harvester Rd	St Charles County	County owns, maintains, and operates device and data. MODOT will have access to data via the TrafficCast server on GGL Terminal Service Production server
BlueTOAD	364 NOR @ Herritage Crossing	St Charles County	County owns, maintains, and operates device and data. MODOT will have access to data via the TrafficCast server on GGL Terminal Service Production server
BlueTOAD	364 SOR @ Central School Rd	St Charles County	County owns, maintains, and operates device and data. MODOT will have access to data via the TrafficCast server on GGL Terminal Service Production server
BlueTOAD	364 SOR @ Harvester Rd	St Charles County	County owns, maintains, and operates device and data. MODOT will have access to data via the TrafficCast server on GGL Terminal Service Production server
BlueTOAD	364 SOR @ Herritage Crossing	St Charles County	County owns, maintains, and operates device and data. MODOT will have access to data via the TrafficCast server on GGL Terminal Service Production server
BlueTOAD	364 SOR @ Jungermann	St Charles County	County owns, maintains, and operates device and data. MODOT will have access to data via the TrafficCast server on GGL Terminal Service Production server
BlueTOAD	364 SOR @ MRMD	St Charles County	County owns, maintains, and operates device and data. MODOT will have access to data via the TrafficCast server on GGL Terminal Service Production server
BlueTOAD	94 @ I70	St Charles County	County owns, maintains, and operates device and data. MODOT will have access to data via the TrafficCast server on GGL Terminal Service Production server
BlueTOAD	94 @ Kingshighway	St Charles County	County owns, maintains, and operates device and data. MODOT will have access to data via the TrafficCast server on GGL Terminal Service Production server
BlueTOAD	94 @ Portwest	St Charles County	County owns, maintains, and operates device and data. MODOT will have access to data via the TrafficCast server on GGL Terminal Service Production server
BlueTOAD	94 @ Seidentop	St Charles County	County owns, maintains, and operates device and data. MODOT will have access to data via the TrafficCast server on GGL Terminal Service Production server
BlueTOAD	94 @ W Clay St	St Charles County	County owns, maintains, and operates device and data. MODOT will have access to data via the TrafficCast server on GGL Terminal Service Production server
BlueTOAD	EB70 eo Wentz Pkwy	St Charles County	County owns, maintains, and operates device and data. MODOT will have access to data via the TrafficCast server on GGL Terminal Service Production server
BlueTOAD	Elm St @ MO 370 WB Ramp	St Charles County	County owns, maintains, and operates device and data. MODOT will have access to data via the TrafficCast server on GGL Terminal Service Production server
BlueTOAD	I64 NOR @ Mastercard	St Charles County	County owns, maintains, and operates device and data. MODOT will have access to data via the TrafficCast server on GGL Terminal Service Production server

BlueTOAD	I70 @ 5th St/ Lombard	St Charles County	County owns, maintains, and operates device and data. MODOT will have access to data via the TrafficCast server on GGL Terminal Service Production server
BlueTOAD	I70 EB eo MO 370	St Charles County	County owns, maintains, and operates device and data. MODOT will have access to data via the TrafficCast server on GGL Terminal Service Production server
BlueTOAD	I70 NOR @ Zumbahl	St Charles County	County owns, maintains, and operates device and data. MODOT will have access to data via the TrafficCast server on GGL Terminal Service Production server
BlueTOAD	I-70 WBOR @ Cave Springs	St Charles County	County owns, maintains, and operates device and data. MODOT will have access to data via the TrafficCast server on GGL Terminal Service Production server
BlueTOAD	I70EB @ RT Z-Church St	St Charles County	County owns, maintains, and operates device and data. MODOT will have access to data via the TrafficCast server on GGL Terminal Service Production server
BlueTOAD	I70EB @ Zumbahl Rd	St Charles County	County owns, maintains, and operates device and data. MODOT will have access to data via the TrafficCast server on GGL Terminal Service Production server
BlueTOAD	I70EB eo LSL Blvd	St Charles County	County owns, maintains, and operates device and data. MODOT will have access to data via the TrafficCast server on GGL Terminal Service Production server
BlueTOAD	I70EB eo RT A	St Charles County	County owns, maintains, and operates device and data. MODOT will have access to data via the TrafficCast server on GGL Terminal Service Production server
BlueTOAD	I70EB eo TR Hughes	St Charles County	County owns, maintains, and operates device and data. MODOT will have access to data via the TrafficCast server on GGL Terminal Service Production server
BlueTOAD	I70WB wo MO 370	St Charles County	County owns, maintains, and operates device and data. MODOT will have access to data via the TrafficCast server on GGL Terminal Service Production server
BlueTOAD	Mexico @ Rt K	St Charles County	County owns, maintains, and operates device and data. MODOT will have access to data via the TrafficCast server on GGL Terminal Service Production server
BlueTOAD	MO 370 eo MO River	St Charles County	County owns, maintains, and operates device and data. MODOT will have access to data via the TrafficCast server on GGL Terminal Service Production server
BlueTOAD	Route N @ Hawk Ridge Trail	St Charles County	County owns, maintains, and operates device and data. MODOT will have access to data via the TrafficCast server on GGL Terminal Service Production server
BlueTOAD	Route N @ Lake St Louis Blvd	St Charles County	County owns, maintains, and operates device and data. MODOT will have access to data via the TrafficCast server on GGL Terminal Service Production server
BlueTOAD	Route N @ Ronald Reagan	St Charles County	County owns, maintains, and operates device and data. MODOT will have access to data via the TrafficCast server on GGL Terminal Service Production server
BlueTOAD	Route Z @ Interstate Dr	St Charles County	County owns, maintains, and operates device and data. MODOT will have access to data via the TrafficCast server on GGL Terminal Service Production server

BlueTOAD	Route Z @ Perry Cate	St Charles County	County owns, maintains, and operates device and data. MODOT will have access to data via the TrafficCast server on GGL Terminal Service Production server
BlueTOAD	Rt K @ Technology	St Charles County	County owns, maintains, and operates device and data. MODOT will have access to data via the TrafficCast server on GGL Terminal Service Production server
BlueTOAD	SB61 @ RT A SB	St Charles County	County owns, maintains, and operates device and data. MODOT will have access to data via the TrafficCast server on GGL Terminal Service Production server
BlueTOAD	WB70 eo 40/61	St Charles County	County owns, maintains, and operates device and data. MODOT will have access to data via the TrafficCast server on GGL Terminal Service Production server
BlueTOAD	5th St @ 94	St Charles County	County owns, maintains, and operates device and data. MODOT will have access to data via the TrafficCast server on GGL Terminal Service Production server
BlueTOAD	94 @ Zumbel	St Charles County	County owns, maintains, and operates device and data. MODOT will have access to data via the TrafficCast server on GGL Terminal Service Production server
BlueTOAD	Hwy K @ I70 WB Ramp	St Charles County	County owns, maintains, and operates device and data. MODOT will have access to data via the TrafficCast server on GGL Terminal Service Production server
BlueTOAD	Winghaven @ I64WB	St Charles County	County owns, maintains, and operates device and data. MODOT will have access to data via the TrafficCast server on GGL Terminal Service Production server
BlueTOAD	Bryan @ Fiese	St Charles County	County owns, maintains, and operates device and data. O'Fallon will have access to data via the TrafficCast server on GGL Terminal Service Production Server
BlueTOAD	Mexico @ Bryan	St Charles County	County owns, maintains, and operates device and data. O'Fallon will have access to data via the TrafficCast server on GGL Terminal Service Production Server
BlueTOAD	Elm @ Kingshighway	St Charles County	County owns, maintains, and operates device and data. St Charles will have access to data via the TrafficCast server on GGL Terminal Service Production Server
BlueTOAD	New Town Blvd @ Mueller Rd	St Charles County	County owns, maintains, and operates device and data. St Charles will have access to data via the TrafficCast server on GGL Terminal Service Production Server
BlueTOAD	Truman @ Ehlmann	St Charles County	County owns, maintains, and operates device and data. St Charles will have access to data via the TrafficCast server on GGL Terminal Service Production Server
BlueTOAD	Elm @ Duchesne	St Charles County	County owns, maintains, and operates device and data. St Charles will have access to data via the TrafficCast server on GGL Terminal Service Production Server
BlueTOAD	Elm @ Elm Pointe Ind	St Charles County	County owns, maintains, and operates device and data. St Charles will have access to data via the TrafficCast server on GGL Terminal Service Production Server
BlueTOAD	Elm @ Hunters Ridge	St Charles County	County owns, maintains, and operates device and data. St Charles will have access to data via the TrafficCast server on GGL Terminal Service Production Server

BlueTOAD	Muegge @ Hackmann	St Charles County	County owns, maintains, and operates device and data. St Charles will have access to data via the TrafficCast server on GGL Terminal Service Production Server
BlueTOAD	Muegge @ Old 94	St Charles County	County owns, maintains, and operates device and data. St Charles will have access to data via the TrafficCast server on GGL Terminal Service Production Server
BlueTOAD	W Clay @ Droste	St Charles County	County owns, maintains, and operates device and data. St Charles will have access to data via the TrafficCast server on GGL Terminal Service Production Server
BlueTOAD	Duchesne @ Droste	St Charles County	County owns, maintains, and operates device and data. St Charles will have access to data via the TrafficCast server on GGL Terminal Service Production Server
BlueTOAD	Birdie Hills @ Ohmes Rd	St Charles County	County owns, maintains, and operates device and data. St Peters will have access to data via the TrafficCast server on GGL Terminal Service Production Server
BlueTOAD	Jungermann @ Willot	St Charles County	County owns, maintains, and operates device and data. St Peters will have access to data via the TrafficCast server on GGL Terminal Service Production Server
BlueTOAD	Knaust Rd @ Birdie Hills	St Charles County	County owns, maintains, and operates device and data. St Peters will have access to data via the TrafficCast server on GGL Terminal Service Production Server
BlueTOAD	Mexico @ Belleau Creek	St Charles County	County owns, maintains, and operates device and data. St Peters will have access to data via the TrafficCast server on GGL Terminal Service Production Server
BlueTOAD	Mexico @ Cave Spring	St Charles County	County owns, maintains, and operates device and data. St Peters will have access to data via the TrafficCast server on GGL Terminal Service Production Server
BlueTOAD	Mexico @ Jungermann	St Charles County	County owns, maintains, and operates device and data. St Peters will have access to data via the TrafficCast server on GGL Terminal Service Production Server
BlueTOAD	Mexico @ MRMD	St Charles County	County owns, maintains, and operates device and data. St Peters will have access to data via the TrafficCast server on GGL Terminal Service Production Server
BlueTOAD	Mexico @ Sunny Hills	St Charles County	County owns, maintains, and operates device and data. St Peters will have access to data via the TrafficCast server on GGL Terminal Service Production Server
BlueTOAD	MRMD @ Ohmes	St Charles County	County owns, maintains, and operates device and data. St Peters will have access to data via the TrafficCast server on GGL Terminal Service Production Server
BlueTOAD	MRMD @ St Peters Howell Rd	St Charles County	County owns, maintains, and operates device and data. St Peters will have access to data via the TrafficCast server on GGL Terminal Service Production Server
BlueTOAD	MRMD @ Suemandy	St Charles County	County owns, maintains, and operates device and data. St Peters will have access to data via the TrafficCast server on GGL Terminal Service Production Server
BlueTOAD	Truman @ Premier	St Charles County	County owns, maintains, and operates device and data. St Peters will have access to data via the TrafficCast server on GGL Terminal Service Production Server

BlueTOAD	Wentz Pkwy @ W Pearce	St Charles County	County owns, maintains, and operates device and data. Wentzville will have access to data via the TrafficCast server on GGL Terminal Service Production Server
BlueTOAD	MO 94 @ Pralle Ln	St Charles County	County owns, maintains, and operates device and data. MODOT will have access to data via the TrafficCast server on GGL Terminal Service Production server
BlueTOAD	Wentzville Pkwy @ Luetkenhause	St Charles County	County owns, maintains, and operates device and data. Wentzville will have access to data via the TrafficCast server on GGL Terminal Service Production Server
Wavetronix	City of Saint Peters	St Charles County	All Wavetronix devices within city limits shall be owned and maintained by St Charles County
Miovision	City of Saint Peters	St Charles County	All Miovision devices within city limits shall be owned and maintained by St Charles County
Radio	5th St @ First Capitol	St Charles County	County owns, maintains, and operates device for communications backhaul on the GGL WAN
Radio	5th St @ 6th St	St Charles County	County owns, maintains, and operates device for communications backhaul on the GGL WAN
Radio	5th St @ Kingshighway	St Charles County	County owns, maintains, and operates device for communications backhaul on the GGL WAN
Radio	Hackmann @ Diekamp	St Charles County	County owns, maintains, and operates device for communications backhaul on the GGL WAN
Radio	Hackmann @ Lost Meadow	St Charles County	County owns, maintains, and operates device for communications backhaul on the GGL WAN
Radio	Harvester @ McClay	St Charles County	County owns, maintains, and operates device for communications backhaul on the GGL WAN
Radio	Knaust @ Birdie Hills	St Charles County	County owns, maintains, and operates device for communications backhaul on the GGL WAN
Radio	Bryan @ W Terra	St Charles County	County owns, maintains, and operates device for communications backhaul on the GGL WAN
Radio	W Terra @ Hoff	St Charles County	County owns, maintains, and operates device for communications backhaul on the GGL WAN
Radio	Bryan @ VMP	St Charles County	County owns, maintains, and operates device for communications backhaul on the GGL WAN
Radio	Guthrie at Mexico	St Charles County	County owns, maintains, and operates device for communications backhaul on the GGL WAN

Radio	W Terra @ Guthrie	St Charles County	County owns, maintains, and operates device for communications backhaul on the GGL WAN
Radio	Lake St Louis @ Henke	St Charles County	County owns, maintains, and operates device for communications backhaul on the GGL WAN
Radio	W Meyer @ Peine	St Charles County	County owns, maintains, and operates device for communications backhaul on the GGL WAN
Radio	W Meyer @ Grizzly Way	St Charles County	County owns, maintains, and operates device for communications backhaul on the GGL WAN
Radio	W Meyer @ N Pointe Prairie	St Charles County	County owns, maintains, and operates device for communications backhaul on the GGL WAN
Radio	Wentzville Pkwy @ W Meyer	St Charles County	County owns, maintains, and operates device for communications backhaul on the GGL WAN
Radio	Willot @ Kimberly	St Charles County	County owns, maintains, and operates device for communications backhaul on the GGL WAN
Modem	Harvester @ Queensbrooke	St Charles County	County owns, maintains, and operates device for communications backhaul on the GGL WAN
Modem	Sommers at Paul Renaud	St Charles County	County owns, maintains, and operates device for communications backhaul on the GGL WAN
Modem	Crusher @ 4101 Crusher	St Charles County	County owns, maintains, and operates device for communications backhaul on the GGL WAN
Modem	O'Fallon @ Gutermuth	St Charles County	County owns, maintains, and operates device for communications backhaul on the GGL WAN
Modem	O'Fallon @ Ped X-ing	St Charles County	County owns, maintains, and operates device for communications backhaul on the GGL WAN
Modem	O'Fallon @ Monticello Plaza	St Charles County	County owns, maintains, and operates device for communications backhaul on the GGL WAN
Modem	Hwy N @ Dierbergs/ Schnucks	St Charles County	County owns, maintains, and operates device for communications backhaul on the GGL WAN
Modem	Feise @ Glengate Estates	St Charles County	County owns, maintains, and operates device for communications backhaul on the GGL WAN
Modem	Birdie Hills @ Ohmes Rd	St Charles County	County owns, maintains, and operates device for communications backhaul on the GGL WAN

Modem	Knaust Rd @ Laura Hill	St Charles County	County owns, maintains, and operates device for communications backhaul on the GGL WAN
Modem	Sonderen St @ Pitman Ave	St Charles County	County owns, maintains, and operates device for communications backhaul on the GGL WAN
Modem	Sonderen St @ VMP	St Charles County	County owns, maintains, and operates device for communications backhaul on the GGL WAN
Modem	MO 94 @ Fox Hill Rd	St Charles County	County owns, maintains, and operates device for communications backhaul on the GGL WAN
Modem	Pralle Ln @ Kunze Dr	St Charles County	County owns, maintains, and operates device for communications backhaul on the GGL WAN
Modem	Jungs Station @ Plum Creek	St Charles County	County owns, maintains, and operates device for communications backhaul on the GGL WAN
Modem	Jungs Station @ Upper Bottom	St Charles County	County owns, maintains, and operates device for communications backhaul on the GGL WAN
Modem	Upper Bottom @ Old Upper Bottom	St Charles County	County owns, maintains, and operates device for communications backhaul on the GGL WAN

EXHIBIT A

RBA FORM (OFFICE USE ONLY)

MEETING DATE: 5/20/2026

Regular () Work Session (X)

ATTACHMENT: YES (X) NO ()

Contract () Ordinance (X) Other ()

**Request for Board Action
By: Staff**

• **Description:**

Second Amended Intergovernmental Agreement for the Management of the Gateway Green Light Program--St. Charles County.

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

• **Summary/Explanation:**

The Gateway Green Light (GGL) Program is a regional traffic signal coordination program. It helps St. Charles County, MoDOT, and local cities share traffic equipment and communications so traffic signals and related devices can work together more consistently.

The Second Amended Agreement updates the existing GGL agreement. It does not approve a new construction project for Dardenne Prairie; it mainly updates how the shared traffic communication system is used, maintained, and coordinated. The agreement also includes related maps and equipment listings as exhibits and allows each city to sign its own counterpart.

Staff recommends approval of the ordinance authorizing the City Administrator to execute the agreement so Dardenne Prairie can continue participating in the countywide GGL program.

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

No immediate direct budget impact is anticipated from approval of the ordinance.

RBA requested by: Matthew Davidson

Date: 3/13/2026

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE A DEPOSIT AGREEMENT GUARANTEEING TREE PRESERVATION AND REFORESTATION IMPROVEMENTS WITH CASH BY AND BETWEEN THE CITY AND CONDOS AT TOWN CENTER, INC., FOR THE CONDOS AT TOWN CENTER DEVELOPMENT.

WHEREAS, Condos at Town Center, Inc. has undertaken development activities involving the disturbance or removal of existing woodlands on certain real property located at 7755 Highway N/Harmony Meadows Court, Dardenne Prairie, Missouri, commonly known as Condos at Town Center, City Project No. 972006; and

WHEREAS, Chapter 515 of the Dardenne Prairie Municipal Code and the City's Arboricultural Specifications and Standards of Practice Manual require certain tree preservation, tree protection, reforestation, mitigation, maintenance, and survival obligations in connection with development activities involving woodland disturbance or removal; and

WHEREAS, the required financial security for tree preservation and reforestation improvements is ordinarily established prior to, or in connection with, the commencement of construction or land disturbance activities; and

WHEREAS, construction and land disturbance activities for the Condos at Town Center development have already commenced and are nearing completion; and

WHEREAS, certain required mitigation, tree preservation, and reforestation plantings and related obligations have not yet been completed, established, maintained, and verified in accordance with Chapter 515 of the Municipal Code, the approved tree preservation and reforestation requirements, and the City's Arboricultural Specifications and Standards of Practice Manual; and

WHEREAS, the City desires to ensure that the outstanding mitigation, tree preservation, and reforestation obligations are completed and that the required plantings survive and are maintained for the required period; and

WHEREAS, the City has required Condos at Town Center, Inc. to establish a woodlands deposit in the amount of Ten Thousand Dollars (\$10,000.00) to guarantee the satisfactory completion, maintenance, replacement, survival, and restoration of the required tree preservation and reforestation improvements for the project; and

WHEREAS, Condos at Town Center, Inc. has submitted a Deposit Agreement Guaranteeing Tree Preservation and Reforestation Improvements with Cash, together with the required cash deposit, for City approval; and

WHEREAS, the Board of Aldermen finds and determines that approval of the Deposit Agreement is in the best interests of the City and is necessary to secure the completion, establishment, maintenance, and survival of the required mitigation, tree preservation, and reforestation improvements in accordance with Chapter 515 of the Municipal Code, the approved tree preservation and reforestation requirements, and the City’s Arboricultural Specifications and Standards of Practice Manual.

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 Deposit Agreement Guaranteeing Tree Preservation and Reforestation Improvements with Cash, by and between the City of Dardenne Prairie, Missouri, and Condos at Town Center, Inc., 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. The City Clerk and City Engineer are hereby authorized and directed to attest to the Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Agreement and this Ordinance.

SECTION 2. Savings Clause: Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

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

SECTION 4. Effective Date: This Ordinance shall take effect and be in force from and after its passage by the Board of Aldermen and its approval by the Mayor of the City of Dardenne Prairie, Missouri.

Read two (2) times, passed, and approved this _____ day of _____, 2025.

BILL NO. 26-25

ORDINANCE NO. _____

As Presiding Officer and as Mayor

Attest:

City Clerk

Approved this _____ day of _____, 2025.

Mayor

Attest:

City Clerk

BILL NO. 26-25

ORDINANCE NO. _____

EXHIBIT A

**DEPOSIT AGREEMENT GUARANTEEING TREE PRESERVATION AND
REFORESTATION IMPROVEMENTS WITH CASH**

THE DEPOSIT AGREEMENT GUARANTEEING TREE PRESERVATION AND
REFORESTATION IMPROVEMENTS WITH CASH (the "AGREEMENT") made and entered
into as of the ____ day of _____, 20____, by and among _____
Condos at Town Center, Inc., herein called
PERMITTEE, and the CITY OF DARDENNE PRAIRIE, MISSOURI, herein called CITY.

WHEREAS, the PERMITTEE has submitted a request to undertake development activities
involving the disturbance or removal of existing woodlands on certain real property known as
7755 Highway N/HARMONY MEADOWS CT, DARDENNE PRAIRIE, 63368 (the "SITE"); and

WHEREAS, the CITY's Arboricultural Specifications and Standards of Practice Manual
(July 2012) and Chapter 515 of the Dardenne Prairie Municipal Code require that when woodland
removal exceeds allowable thresholds, the PERMITTEE must prepare and implement a Tree
Preservation and Reforestation Plan (the "Plan") approved by the CITY to ensure protection of
existing trees, mitigation plantings, and long-term canopy survival; and

WHEREAS, Section 515.100 of the Municipal Code and the Arboricultural Manual further
require the PERMITTEE to establish a Woodlands Deposit, in the form of cash, to guarantee the
satisfactory completion and maintenance of all required tree-preservation and reforestation
improvements; and

WHEREAS, the required deposit amount shall be the greater of Ten Thousand Dollars
(\$10,000.00) or Two Thousand Dollars (\$2,000.00) per acre of required preservation or
reforestation area, as determined by the CITY Engineer based on the approved Plan; and

WHEREAS, the CITY desires to ensure the faithful performance and maintenance of all
tree preservation and reforestation requirements in accordance with the approved Plan, the
Municipal Code, and the Arboricultural Manual.

NOW, THEREFORE, in consideration of the covenants, promises and agreements herein
provided;

IT IS HEREBY MUTUALLY AGREED:

1. That the PERMITTEE hereby deposits with the City Treasurer the sum of TEN THOUSAND AND 00/100 DOLLARS (\$ 10,000.00), in lawful money of the United States of America, hereinafter called the WOODLANDS DEPOSIT, with the CITY, guaranteeing the installation, completion, and maintenance of all tree preservation and reforestation improvements shown on the approved Tree Preservation and Reforestation Plan (the "Plan"). The WOODLANDS DEPOSIT shall further guarantee replacement of any trees or plant materials that fail to survive during the required maintenance period and the restoration of any preservation areas damaged by construction activities, all in accordance with Chapter 515 of the Municipal Code and the City's Arboricultural Specifications and Standards of Practice Manual (July 2012).

2. That the WOODLANDS DEPOSIT shall be held by the City Treasurer in an interest-bearing account, and all interest accrued thereon shall belong to the CITY to offset administrative and other costs of maintaining the deposit account.

3. That the WOODLANDS DEPOSIT shall guarantee the satisfactory completion and maintenance of all tree preservation and reforestation improvements shown on the approved Tree Preservation and Reforestation Plan. The deposit amount shall be the greater of Ten Thousand Dollars (\$10,000.00) or Two Thousand Dollars (\$2,000.00) per acre of required preservation or reforestation area, as determined by the CITY Engineer and documented in the approved Reforestation Cost Estimate attached hereto as Exhibit A.

4. That the WOODLANDS DEPOSIT shall remain in effect and be retained by the CITY for three (3) years after completion of grading activities or one (1) year after completion of all reforestation improvements, whichever period is longer, to ensure establishment and survival of the required plantings and preserved trees. Release of the deposit shall be contingent upon verification of compliance with the PLAN and survival requirements established by Chapter 515 and the Arboricultural Manual.

5. In the event the WOODLANDS DEPOSIT is determined by the CITY Engineer to be insufficient to complete or maintain the required tree-preservation or reforestation work, the PERMITTEE shall, within fifteen (15) days of written notice, deposit with the CITY such additional funds as are necessary to complete the work and ensure full compliance with the approved Tree Preservation and Reforestation Plan. Any additional sums so deposited shall be subject to the same terms and conditions as this DEPOSIT AGREEMENT.

6. That, except as otherwise provided in this Section, the PERMITTEE guarantees that all required tree-preservation and reforestation improvements, which have not been completed to date, shall be completed within one (1) year from the date of issuance by the CITY of a grading

or site-development permit therefore (“COMPLETION DATE”). Upon completion of the required plantings, the PERMITTEE shall provide written notice to the CITY Engineer requesting inspection of the completed work.

If, after the COMPLETION DATE, all plantings have not been completed or inspected, the PERMITTEE may request in writing, and the CITY Engineer may, in his or her discretion, grant an extension to the COMPLETION DATE for a period of up to one (1) year if such extension is deemed necessary due to seasonal limitations, weather conditions, or coordination with other site improvements, provided that all deposit agreements are extended and approved by the CITY Attorney. The CITY Engineer, in his or her sole discretion, may require, as a condition of any extension, recalculation of the WOODLANDS DEPOSIT or execution of a new DEPOSIT AGREEMENT, or compliance with any new applicable standards or other reasonable conditions necessary to ensure compliance with the CITY’s Municipal Code and Arboricultural Manual.

7. Due to the costs of administering this DEPOSIT AGREEMENT and compliance with State regulations relating thereto, the PERMITTEE shall pay the CITY upon execution of this DEPOSIT AGREEMENT an additional fee of five hundred dollars (\$500.00) that shall be used by the CITY to defray costs of administration, legal review, procedural changes, and other costs not otherwise reimbursed to the CITY resulting from the CITY's acceptance of this DEPOSIT AGREEMENT. The PERMITTEE shall be obligated to reimburse the CITY for any additional costs, including, but not limited to, reasonable attorneys’ fees, above such deposited fee arising in any way from the CITY's acceptance of this DEPOSIT AGREEMENT.

8. That prior to a request for release of the WOODLANDS DEPOSIT, the PERMITTEE shall submit a written request for inspection of the tree-preservation and reforestation improvements for which the deposit is being held. In the event the CITY determines that any portion of the work is deficient, including inadequate planting, failure to achieve the required survival rate, or damage to preserved woodland areas, the CITY shall issue a written notice to the PERMITTEE specifying the deficiency(s) (“DEFAULT NOTICE”). If PERMITTEE has not, within fifteen (15) days after the date on which such DEFAULT NOTICE is received by PERMITTEE, begun and pursued, with all best efforts, correction of all deficiency(s) noted, then the CITY may, without any further notice to the PERMITTEE, withdraw such amount from the WOODLANDS DEPOSIT as the CITY reasonably deems necessary to correct the deficiency(s), replace failed plantings, or restore preservation areas, or to protect the CITY from damages resulting from such deficiency(s).

9. That no portion of the WOODLANDS DEPOSIT shall be released until the CITY Engineer has determined that all required tree-preservation and reforestation improvements have been satisfactorily completed and maintained in accordance with the approved PLAN. The CITY Engineer shall provide written confirmation of such approval, after which the City Treasurer shall

be authorized to release the entire WOODLANDS DEPOSIT upon recommendation of the CITY Engineer and approval by the Board of Aldermen.

10. That the CITY shall retain the full amount of the WOODLANDS DEPOSIT until final inspection and approval of all required tree-preservation and reforestation improvements. Final release shall not be granted until the CITY Engineer verifies in writing that:

- a. All required plantings have been installed in accordance with the approved PLAN;
- b. The required survival rate established by Chapter 515 and the Arboricultural Specifications and Standards of Practice Manual (2012) has been achieved; and
- c. All preserved woodland areas are free from damage, encroachment, or prohibited clearing. Upon such verification and recommendation from the CITY Engineer, the Board of Aldermen may authorize release of the WOODLANDS DEPOSIT in its entirety.

11. That after final inspection and approval of all tree-preservation and reforestation improvements, the Board of Aldermen of the CITY may, upon written recommendation from the CITY Engineer, authorize the full and final release of the WOODLANDS DEPOSIT. No release of funds shall be made until the CITY Engineer has verified that all requirements of Chapter 515 of the Municipal Code and the Arboricultural Specifications and Standards of Practice Manual (2012) have been satisfied and that the required planting survival and establishment conditions specified therein have been achieved. All funds shall remain on deposit until such verification and formal approval by the Board of Aldermen.

12. That the PERMITTEE shall continue to be responsible for all tree-preservation and reforestation improvements until the CITY Engineer has issued written verification of final compliance and the WOODLANDS DEPOSIT has been released. No inspection approval or release of funds shall constitute CITY acceptance of the improvements or relieve the PERMITTEE of its obligations under this DEPOSIT AGREEMENT. The CITY shall not assume maintenance or liability for any preserved or planted areas prior to written approval of final release by the CITY Engineer, and ownership of such areas shall remain with the property owner unless formally dedicated and accepted by the CITY.

13. That no approval of any tree-preservation or reforestation improvement shall be granted for plantings or preservation activities that fail to meet the standards and specifications established by Chapter 515 of the Municipal Code, the Arboricultural Specifications and Standards of Practice Manual (July 2012), or any additional standards adopted by the CITY Engineer.

14. That upon final inspection and approval of all required tree-preservation and reforestation improvements, the remaining balance of the WOODLANDS DEPOSIT shall be released; provided, however, that no such release shall occur until the CITY Engineer determines

in writing that all required plantings have been installed, the City's establishment and survival criteria have been met, and all preserved woodland areas are free from damage, encroachment, or prohibited clearing. Final release shall constitute full satisfaction of the PERMITTEE's financial obligations under this DEPOSIT AGREEMENT.

15. That from commencement of any land-disturbance or planting activities within the SITE, the PERMITTEE shall be responsible for the care and maintenance of all tree-preservation and reforestation improvements subject to this DEPOSIT AGREEMENT. Maintenance shall include watering, mulching, pruning, repair or replacement of failed plantings, maintenance of protective fencing or barriers, removal of invasive or nuisance vegetation, and other work necessary to ensure the survival of all preserved and planted materials. All such work shall comply with CITY specifications and the Arboricultural Specifications and Standards of Practice Manual (2012). This maintenance obligation shall remain in effect for the full retention period defined herein and shall terminate only upon written approval of final release by the CITY Engineer.

16. No portion of the WOODLANDS DEPOSIT shall be released prior to the CITY Engineer's written verification that all tree-preservation and reforestation obligations have been satisfied in accordance with Chapter 515 of the Municipal Code. Partial releases are expressly prohibited. Upon verification that all preservation and reforestation improvements have been completed and the required survival rate achieved, the CITY Engineer may authorize full release of the WOODLANDS DEPOSIT as provided herein.

17. That upon expiration of the required maintenance and survival period established by this DEPOSIT AGREEMENT, and after the CITY has received a written request for final inspection from the PERMITTEE, the CITY Engineer shall cause a final inspection to be made of all tree-preservation and reforestation improvements. The WOODLANDS DEPOSIT shall be released if there are no deficiencies, damages, or uncorrected violations, and all other obligations have been satisfied. This release shall in no way be construed to indemnify or release any person from any civil or environmental liability that may exist for tree loss, damage, or violations occurring prior to final approval and release of the deposit.

18. That the CITY Engineer shall inspect tree-preservation and reforestation areas within twenty (20) business days after a written request for such inspection has been filed by the PERMITTEE. No inspection shall be required until such request is received. For purposes of this section, an "inspection request" shall include:

- a. A description of the preserved and/or reforested area requested for inspection;
- b. Documentation verifying that all required plantings and preservation measures have been installed and maintained in accordance with the approved PLAN; and

- c. A verified statement from the PERMITTEE or its authorized representative attesting that all information provided is true and accurate.

Nothing herein shall preclude the CITY Engineer from performing additional inspections at his or her discretion or as a courtesy to the PERMITTEE.

19. That the obligation and rights of the PERMITTEE to complete, maintain, and ensure survival of all tree-preservation and reforestation improvements shall not cease until the WOODLANDS DEPOSIT is formally released by the CITY Engineer. This DEPOSIT AGREEMENT shall not be assignable or transferable by the PERMITTEE without prior written approval of the CITY. In the event of default, abandonment, or failure of the PERMITTEE to timely complete or maintain the required improvements, no other person, firm, or entity shall acquire (whether by contract, judicial foreclosure, or other means) any rights to the WOODLANDS DEPOSIT without entering into a new, separate deposit agreement with the CITY.

If, after the COMPLETION DATE or any approved extension thereof, the required improvements have not been satisfactorily completed or maintained, or if the PERMITTEE otherwise violates this DEPOSIT AGREEMENT, the CITY Engineer shall issue a written notice requiring the PERMITTEE to show cause within not less than ten (10) days why the PERMITTEE should not be declared in default. Unless good cause is shown, the CITY Engineer shall declare the PERMITTEE in default and may take one or more of the following actions:

- a. Deem the balance of the WOODLANDS DEPOSIT forfeited to the CITY and apply such funds to perform necessary planting, replacement, or restoration to achieve compliance with the approved PLAN;
- b. Require the PERMITTEE to deposit additional funds sufficient to guarantee completion or maintenance of the required improvements based on recalculated or increased costs; or
- c. Undertake corrective or replacement work directly and recover all associated costs, including administrative and legal expenses, from the WOODLANDS DEPOSIT.

The failure of a PERMITTEE to complete the tree-preservation and reforestation improvements within the time provided by this DEPOSIT AGREEMENT (or any extension granted by the CITY), and including the payment of funds to the CITY due to such failure shall be deemed an automatic act of default, entitling the CITY to all remedies available under Chapter 515 of the Municipal Code and this Agreement, without further notice. It shall be the sole responsibility of the PERMITTEE to timely request any extension of this DEPOSIT AGREEMENT, and no right to an extension shall exist or be assumed.

20. That if the PERMITTEE fails to comply with the CITY Engineer's written notice to correct deficiencies, replace failed plantings, or otherwise comply with the requirements of this DEPOSIT AGREEMENT, and there is a risk that construction, grading, or other site activity will continue without timely correction, the CITY Engineer may, in addition or in the alternative to other remedies provided herein:

a. Suspend site construction or land-disturbance activity related to the TREE PRESERVATION AND REFORESTATION PLAN. The CITY Engineer shall give the PERMITTEE ten (10) days' written notice of such suspension, with copies to any surety or financial institution holding the WOODLANDS DEPOSIT, and shall record an affidavit of such notice with the Recorder of Deeds. If, within said ten (10) day period, the CITY Engineer is not provided with compelling evidence that compliance with the PLAN and this DEPOSIT AGREEMENT is adequately assured, the CITY Engineer shall order all work suspended. The notice shall include the following minimum language, which may be supplemented at the discretion of the CITY Engineer:

THIS SITE HAS BEEN DECLARED IN DEFAULT BY THE CITY OF DARDENNE PRAIRIE CITY ENGINEER. NO DEVELOPMENT, CONSTRUCTION, OR LAND-DISTURBANCE ACTIVITY SHALL TAKE PLACE WITHIN THE LIMITS OF THIS SITE UNTIL SUCH TIME AS THE CITY ENGINEER REMOVES THIS PROHIBITION. ANY WORK CONDUCTED WHILE THIS PROHIBITION IS IN EFFECT IS ILLEGAL AND SHALL BE ENFORCED PURSUANT TO THE MUNICIPAL CODE OF THE CITY OF DARDENNE PRAIRIE.

The CITY shall not thereafter authorize any construction, grading, or other site activity contrary to the CITY Engineer's order. The suspension shall be rescinded only when the CITY Engineer is satisfied that compliance with the TREE PRESERVATION AND REFORESTATION PLAN and this DEPOSIT AGREEMENT is adequately assured.

21. That if the PERMITTEE or any RELATED ENTITY is determined by the CITY Engineer to be in default of any obligation of this DEPOSIT AGREEMENT, the rights of the PERMITTEE or any RELATED ENTITY to receive development approvals within the CITY—including, but not limited to, approval of any new plat, site plan, or deposit agreement—shall be suspended. Such suspension shall remain in effect until the CITY Engineer determines that all violations have been corrected and that the tree-preservation and reforestation requirements are being met in full compliance with this DEPOSIT AGREEMENT and Chapter 515 of the Municipal Code.

22. That if the PERMITTEE or any RELATED ENTITY fails to comply with any obligation of this DEPOSIT AGREEMENT, the CITY Engineer may recommend that the CITY

Attorney initiate legal action to enforce compliance and may also withhold the issuance of any building, grading, or occupancy permits to the PERMITTEE or RELATED ENTITIES until full compliance is achieved. The CITY shall also have the right to remedy any deficiencies or breaches by set-off of any funds or assets otherwise held by the CITY belonging to the PERMITTEE, to the maximum extent permitted by law. Such set-off shall occur upon written notice by the CITY Engineer after the PERMITTEE has failed to cure deficiencies within the time specified. The PERMITTEE shall pay all costs incurred by the CITY, including reasonable attorney's fees, in enforcing this DEPOSIT AGREEMENT if judicially determined to be in violation thereof.

23. That in the event the PERMITTEE abandons the TREE PRESERVATION AND REFORESTATION PLAN, fails to complete the required plantings, or fails to maintain and replace trees during the required survival period, the CITY may undertake the completion, replacement, or restoration of the required work and may apply the remaining WOODLANDS DEPOSIT toward such completion. The PERMITTEE further agrees to indemnify and hold harmless the CITY from and against any and all costs and expenses incurred by the CITY in completing or maintaining the required work, including administrative and legal costs.

24. That the obligation and rights of the PERMITTEE to complete, maintain, and ensure survival of all tree-preservation and reforestation improvements shall not cease until the WOODLANDS DEPOSIT is formally released by the CITY Engineer. This DEPOSIT AGREEMENT shall not be assignable or transferable by the PERMITTEE without prior written approval of the CITY. In the event of default, abandonment, or failure of the PERMITTEE to timely complete or maintain the required improvements, no other person, firm, or entity shall acquire (whether by contract, judicial foreclosure, or other means) any rights to the WOODLANDS DEPOSIT without entering into a new, separate deposit agreement with the CITY.

Failure to complete the required tree-preservation and reforestation improvements within the time provided by this DEPOSIT AGREEMENT (or any extension granted by the CITY) shall constitute an act of default, entitling the CITY to all remedies available under Chapter 515 of the Municipal Code and this Agreement, without further notice. It shall be the sole responsibility of the PERMITTEE to request any extension of this DEPOSIT AGREEMENT, and no right to an extension shall be implied or assumed.

25. That the CITY hereby accepts this DEPOSIT AGREEMENT as a satisfactory and enforceable agreement under the provisions of Chapter 515 of the Municipal Code and the Arboricultural Specifications and Standards of Practice Manual (2012). This DEPOSIT AGREEMENT is intended to ensure full compliance with all requirements pertaining to tree preservation, protection, reforestation, and mitigation within the CITY of Dardenne Prairie.

IN WITNESS WHEREOF, THE PARTIES hereunto have set their hands and seals.

PERMITTEE

Y. Madhu M

Authorized Signature

MADHU YELURI

HOA PRESIDENT

Printed Name

Title

YELURIMB815@gmail.com

Email Address

173 ESSEN PLACE DR

Street Address

BALLWIN

MO

63011

City

State

Zip Code

314-210-1926

Telephone

Facsimile

STATE OF MISSOURI

)

) SS

COUNTY OF ST. CHARLES

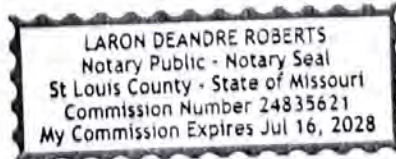
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On this 4th day of May, 2024, before me personally appeared MADHU YELURI, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid the day and year first above written.

Laron Deandre Roberts
Notary Public

My Commission Expires: 7-16-28



APPROVED BY:

City Engineer (printed)

Signature

Date

Mayor (printed)

Signature

Date

Attest:

City Clerk (printed)

Signature

Date

EXHIBIT A

[ATTACH APPROVED COST ESTIMATE]

EXHIBIT A

RBA FORM (OFFICE USE ONLY)

MEETING DATE: 5/20/2026

Regular () Work Session (X)

ATTACHMENT: YES (X) NO ()

Contract () Ordinance (X) Other ()

**Request for Board Action
By: Staff**

• **Description:**

Deposit Agreement Guaranteeing Tree Preservation and Reforestation Improvements with Cash with Condos at Town Center, Inc. for the Condos at Town Center development.

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

• **Summary/Explanation:**

The proposed ordinance authorizes the City to enter into a Deposit Agreement Guaranteeing Tree Preservation and Reforestation Improvements with Cash with Condos at Town Center, Inc. for the Condos at Town Center development, City Project No. 972006.

The development includes tree preservation, reforestation, and mitigation obligations under Chapter 515 of the Municipal Code and the City's Arboricultural Specifications and Standards of Practice Manual. Financial security for these obligations is typically established prior to, or in connection with, the commencement of construction or land disturbance activities.

In this case, construction and land disturbance activities have already commenced and are nearing completion; however, the required mitigation and reforestation plantings have not yet been completed, established, maintained, and verified. The deposit agreement is being brought forward at this time to secure the outstanding planting obligations and to ensure that the required plantings are installed, maintained, replaced if necessary, and survive through the required maintenance period.

The agreement requires Condos at Town Center, Inc. to provide a cash woodlands deposit in the amount of \$10,000.00. The deposit will be held by the City as security for completion, maintenance, survival, replacement, and restoration of the required tree preservation and reforestation improvements. No release of the deposit will occur until the City Engineer verifies that all applicable requirements have been satisfied and the Board of Aldermen authorizes release in accordance with the agreement.

Staff recommends approval of the deposit agreement so the City has financial security in place to ensure completion and survival of the required mitigation and reforestation plantings.

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

None.

RBA requested by: Matthew Davidson

Date: 5/14/2026

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A JANITORIAL AND CLEANING SERVICES CONTRACT BY AND BETWEEN THE CITY OF DARDENNE PRAIRIE, MISSOURI AND GREEN CLEAN CLEANING SERVICE LLC D/B/A GREEN CLEAN COMMERCIAL FOR CLEANING SERVICES AT CITY HALL.

WHEREAS, the City solicited bids for janitorial and cleaning services for City Hall;
and

WHEREAS, the City received three (3) bids for said services; and

WHEREAS, the Board of Aldermen previously authorized the City to contract with SRB Cleaning Solutions, LLC pursuant to Ordinance No. 2405; and

WHEREAS, SRB Cleaning Solutions, LLC is unable to perform the janitorial and cleaning services during the schedule required by the City; and

WHEREAS, Green Clean Cleaning Service LLC d/b/a Green Clean Commercial submitted the second lowest bid for janitorial and cleaning services; and

WHEREAS, the Board of Aldermen finds and determines that it is in the best interest of the City to authorize the City Administrator to enter into a Janitorial and Cleaning Services Contract with Green Clean Cleaning Service LLC d/b/a Green Clean Commercial.

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 Janitorial and Cleaning Services Contract (the "Contract"), including Green Clean Cleaning LLC d/b/a Green Clean Commercial's completed and signed Bid Form, attached hereto, marked as **Exhibit "A"**, and incorporated by reference herein, by and between the City of Dardenne Prairie, Missouri and Green Clean Cleaning Service LLC d/b/a Green Clean Commercial, be and hereby are approved, and the City Administrator is hereby authorized, empowered and directed to execute, acknowledge, deliver and administer on behalf of the City such contract in substantially the form attached hereto.

SECTION 2. The City Administrator is hereby authorized to expend funds under the Contract for FY2026 in an amount not to exceed Thirteen Thousand Dollars (\$13,000.00). No renewal term shall obligate the City to expend funds beyond amounts lawfully appropriated for the applicable fiscal year.

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

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

SECTION 5. Effective Date: This Ordinance shall take effect and be in force from and after its passage by the Board of Aldermen and its approval by the Mayor of the City of Dardenne Prairie, Missouri.

Read two (2) times, passed, and approved this _____ day of _____, 2026.

Mayor

Attest:

City Clerk

Approved this _____ day of _____, 2026.

Mayor

Attest:

City Clerk

BILL NO. 26-26

ORDINANCE NO. _____

EXHIBIT A

**CITY OF DARDENNE PRAIRIE, MISSOURI
 JANITORIAL & CLEANING SERVICES -
 BID FORM 26-001**

I Jenna Galbierz, an authorized representative of
(Name of Individual)

Green Clean Commercial have read the City of Dardenne Prairies' request for
 proposals.

(Company)

for Janitorial and Cleaning Services and further agree to abide by all provisions in the request for
 proposals.


Authorized Representative

Signature Address:

1520 S 5th St. #301
St. Charles MO
63303

Description	2026	2027	2028
Rate for Weekly Services	\$344	\$353	\$360
Rate for Bi-Monthly Services	\$379	\$387	\$398

Acceptance:

By: _____ City of Dardenne
 Prairie

Attest:

EXHIBIT A

RBA FORM (OFFICE USE ONLY)

MEETING DATE: 5/20/2026

Regular () Work Session (X)

ATTACHMENT: YES (X) NO ()

Contract () Ordinance () Other ()

**Request for Board Action
By: Staff**

• Description:

Proposal Award/Agreement for Bid Form 26-001 – Janitorial & Cleaning Services for City Hall.

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

• Summary/Explanation:

The City issued Bid Form 26-001 for Janitorial & Cleaning Services to provide routine cleaning services for City Hall facilities.

The City received three (3) bids in response to the solicitation. The submitted weekly service rates for 2026 are as follows:

Company	Fiscal Year	Weekly Service (\$)	Bi-Monthly Deep-Clean (\$)
SRB Cleaning Solutions, LLC	2026	\$300.00	\$350.00
	2027	\$315.00	\$355.00
	2028	\$330.75	\$360.00
Green Clean Commercial	2026	\$344.00	\$379.00
	2027	\$353.00	\$387.00
	2028	\$360.00	\$398.00
CitiWide Cleaning Company	2026	\$455.00	n/a
	2027	n/a	n/a
	2028	n/a	n/a

At the March 18, 2026 Work Session, the Board of Aldermen approved awarding the Janitorial & Cleaning Services contract to SRB Cleaning Solutions, LLC as the lowest responsible bidder. Following award and execution of the contract, SRB notified the City that it could not perform cleaning services during normal City Hall business hours and indicated that it would withdraw from the contract if daytime cleaning was required.

Due to facility security requirements, the City cannot authorize after-hours cleaning at City Hall. Staff reviewed the RFP, available records, and SRB’s submitted proposal and did not identify any written addendum, clarification, contract modification, or proposal language authorizing after-hours cleaning. Since SRB is unable to meet the City’s required schedule, staff recommends awarding the Janitorial & Cleaning Services contract to Green Clean Commercial, the second lowest bidder, utilizing the weekly service rate included in their proposal.

Staff further recommends that the contract be awarded for the remainder of the 2026 contract year, commencing upon execution or notice to proceed and ending December 31, 2026. The City

shall retain the sole option to renew the contract for up to two (2) additional one-year terms for 2027 and 2028 at the rates submitted in Green Clean Commercial's proposal, subject to annual appropriation, satisfactory performance, and approval or authorization as required by the City.

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

Funding for janitorial services is identified in the FY2026 budget under Property Maintenance & Supplies.

FY2026 Budget Available: \$6,400

FY2026 Budget Requested: Not to exceed \$13,000

Green Clean Commercial's bid identifies a 2026 weekly service rate of \$344 per service and a 2026 bi-monthly deep-cleaning service rate of \$379 per service.

Assuming services commence the week of May 25, 2026, staff estimates approximately thirty-two (32) weekly cleaning services will be performed during the remainder of FY2026. At \$344 per weekly service, the estimated routine cleaning cost for the remainder of FY2026 is \$11,008.

Staff further assumes that the first bi-monthly deep cleaning will occur at or near the commencement of services, with additional bi-monthly deep cleanings occurring approximately every two months thereafter. Based on that assumption, staff estimates four (4) bi-monthly deep-cleaning services during the remainder of FY2026. At \$379 per bi-monthly service, the estimated deep-cleaning cost for the remainder of FY2026 is \$1,516.

The estimated FY2026 cost is calculated as follows:

Routine Weekly Cleaning Services: 32 services × \$344 = \$11,008

Bi-Monthly Deep Cleaning Services: 4 services × \$379 = \$1,516

Total Estimated FY2026 Cost: \$12,524

Authorization Requested: Not to exceed \$13,000

Any expenditures exceeding the currently budgeted amount will be accommodated through future budget adjustments as necessary. Renewal terms for 2027 and 2028, if exercised by the City, will be budgeted in the applicable fiscal year and shall remain subject to annual appropriation.

RBA requested by: Matthew Davidson

Date: 5/14/2026

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE AN AGREEMENT BY AND BETWEEN ST. CHARLES COUNTY AND THE CITY OF DARDENNE PRAIRIE FOR USE OF ST. CHARLES COUNTY TRANSPORTATION SALES TAX FUNDS FOR WELDON SPRING ROAD PHASE 1

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

WHEREAS, the City of Dardenne Prairie, Missouri, submitted a request to St. Charles County, Missouri, to receive funds for improvements to Weldon Spring Road Phase 1, from Technology Drive to Henning Road, hereinafter referred to as the “Project”; and

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

WHEREAS, the Board of Aldermen of the City of Dardenne Prairie, Missouri, finds and determines that it is to the benefit of the residents of the City to enter into the Agreement by and between St. Charles County, Missouri, and the City of Dardenne Prairie for Use of St. Charles County Transportation Sales Tax Funds for Weldon Spring Road Phase 1.

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

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

SECTION 2. Savings Clause: Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION 3. Severability Clause: If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provision. In the event of a subsequent change in applicable law so that the provision which had

BILL NO. 26-27

ORDINANCE NO. _____

been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION 4. Effective Date: This Ordinance shall take effect and be in force from and after its passage by the Board of Aldermen and its approval by the City Administrator of the City of Dardenne Prairie, Missouri.

Read two (2) times, passed, and approved this _____ day of _____, 2025.

Mayor

Attest:

City Clerk

Approved this _____ day of _____, 2025.

Mayor

Attest:

City Clerk

BILL NO. 26-27

ORDINANCE NO. _____

EXHIBIT A

**AGREEMENT BY AND BETWEEN
ST. CHARLES COUNTY, MISSOURI AND THE CITY OF DARDENNE PRAIRIE
FOR
USE OF ST. CHARLES COUNTY TRANSPORTATION SALES TAX FUNDS FOR
WELDON SPRING ROAD PHASE 1**

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

On behalf of the County, the Roads and Traffic Department, hereinafter referred to as “Department” shall be responsible for project oversight, approvals, and reimbursement of allowable expenses.

In consideration of the mutual covenants herein contained, and other good and valuable consideration including the mutual recognition of the vital importance of **Weldon Spring Road Phase 1** (the “Project”) for efficient traffic flow and for orderly development, the parties hereto agree as follows:

SECTION ONE
PREAMBLE

The County Executive has been authorized by Ordinance ____ - ____ to execute this agreement with the Municipality, and the Municipality has authorized the execution of this Agreement by Ordinance _____ for the use beginning in fiscal year 2026 of St. Charles County Transportation Sales Tax funds for improvements to the Project in an amount not to exceed **\$418,280.33** (“County Contribution Amount”).

SECTION TWO
SERVICES AND COUNTY FINANCIAL CONTRIBUTION

- A. The Municipality shall be responsible for the construction of the Project consisting of the road improvements substantially similar to those described in the Municipality's Road Board Application 25-09 attached hereto as **Attachment A** (hereinafter, "Application").
- B. The Project shall include: **(1) preparation of design plans, (2) purchase of right-of-way, and (3) construction services.**
- C. The total cost of the Project is estimated as **\$2,614,252.09.**
- D. The Municipality will be reimbursed \$2,091,401.67 in federal funds. The remaining amount will be shared by the Municipality and County, with the County reimbursing the Municipality for **80%** of the local match for Project costs, up to, but not exceeding, the County Contribution Amount. The Municipality will be responsible for the remainder of actual costs not reimbursed by others including those that exceed the estimate recited above and any decorative enhancements.

SECTION THREE
PLANS AND TRAFFIC STUDY SUBMISSION AND REVIEW

A. Conceptual Plans and Traffic Study (if applicable)

1. Conceptual Plans and Traffic Study Submittal. Prior to proceeding with any drafting of preliminary construction plans, the Municipality shall submit to the Department Conceptual Plans and/or Traffic Study for approval.
 - i. Conceptual Plans (if not approved with application) shall include, at minimum, a location sketch of proposed roadway, pedestrian, and bicycle improvements.
 - ii. Department may request a Traffic Study for projects impacting a major intersection or having significant impacts on an existing roadway. Upon the Department's request, the Department, Municipality, and Municipality's Consultant shall attend a scoping meeting prior to beginning the study. After the meeting, the Department shall review and must issue approval of the final study scope prior to commencement of the study. The completed Traffic Study shall include all requested scope items.
2. Review by the County. The Department will provide comments for the Municipality to address. Upon receipt of comments, the Municipality must provide the following:
 - i. Revised plans or study with comments addressed; and/or
 - ii. Confirmation that revisions will be made with the next plan submittal; and/or
 - iii. Specific clarification as to why revisions will not be made.
3. Approval of Conceptual Plans and Traffic Study. Once the Department reviewer has accepted that all comments have been sufficiently addressed and/or reasons why any comment will not be addressed, a letter of approval will be submitted to the Municipality.

B. Preliminary Plans

1. Preliminary Plan Submittal. Prior to proceeding with right-of-way acquisition and/or final design, the Municipality shall submit to the Department Preliminary Plans for approval.
 - i. Preliminary Plan Submittal shall include all available preliminary plans, including Current Engineer's Estimate.
2. Review by the County. The Department will review to ensure all comments were addressed from the Conceptual Phase and may also provide additional comments for the Municipality to address. Upon receipt of any additional comments, the Municipality must provide the following:
 - i. Revised plans or study with comments addressed; and/or
 - ii. Confirmation that revisions will be made with the next plan submittal; and/or
 - iii. Specific clarification as to why revisions will not be made.

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

SECTION FOUR
MEETING REQUIREMENTS

The Municipality shall have a representative attend the Road Board meetings. This representative

should be knowledgeable of the project status and funding. The Municipality shall complete a project update presentation on an annual basis as requested by the Department.

The Municipality shall hold a design kick off meeting with the selected engineering consultant prior to beginning Preliminary Design plans for the Project unless Department provides written consent that such meeting is not required. The Municipality shall invite Department to this meeting, providing at least two weeks' advance notice.

If the Municipality holds a public meeting during the project design phase, the Municipality shall invite Department to this meeting, providing at least two weeks' advance notice. Additionally, Municipality shall provide Department with proposed meeting materials at least one week in advance for review prior to the meeting date. Final materials shall be provided electronically to Department following the public meeting for inclusion on County's Active TIP webpage.

The Municipality shall hold a pre-construction meeting with the selected contractor prior to beginning Construction of the Project unless Department provides written consent that such meeting is not required. The Municipality shall invite Department to this meeting, providing at least two weeks' advance notice.

SECTION FIVE **RIGHT-OF-WAY**

At Department's request and sole discretion, the Department may require that the Municipality acquire right-of-way and other property interests needed for this Project. Such acquisitions shall be completed in accordance with applicable law and the then current Missouri Department of Transportation's Local Public Agency Land Acquisition Manual. For any such property interests located in the unincorporated area of the County, Municipality shall only acquire such interests in the County's name and the Municipality shall complete all necessary work to vest all such property interests acquired within the unincorporated area with the County.

SECTION SIX **STAFF TIME**

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

SECTION SEVEN **TRANSPORTATION SALES TAX SIGN**

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

SECTION EIGHT **TERM**

This agreement shall become effective upon execution by all parties hereto and shall continue

through the end of the County's fiscal year in which the agreement is executed. This agreement is subject to appropriation by the County of funds sufficient to fulfill the terms of this agreement.

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

SECTION NINE **OTHER FUNDING**

Municipality and County mutually acknowledge that Municipality has been approved to receive federal funds for this project.

SECTION TEN **TERMINATION**

A. Termination for Breach:

1. *Events of Breach:* In addition to the breach of the obligations specifically set forth in the Agreement, the following shall constitute breach of this Agreement and reasons for the Agreement to terminate:
 - a. Municipality's Failure to comply with all the obligations set forth under this Agreement, as also stated elsewhere in this Agreement.
 - b. Municipality's Failure to Disclose: The Municipality's failure to disclose any other public funding sources than those listed in the Application already approved by the County Pursuant to this Agreement.
 - c. Municipality's Failure to fund or administer construction of the Project: In the event the Municipality fails to provide the administration and/or matching funds agreed to by the Municipality pursuant to this Agreement, Municipality agrees to pay all costs incurred by the County in having taken all the steps pursuant to this Agreement up to the time of the Municipality's failure to fund or administer.
 - d. In the event the Municipality fails to start and complete the Project outlined herein, Municipality shall pay damages to the County for failing to deliver the public services or improvements contemplated by this agreement while encumbering public funds and preempting their application to other projects. In the case when the County has made any reimbursement to the Municipality for any costs towards the Project, the Municipality shall reimburse the County back the entire amount the Municipality has received from the County, plus 10% of said amount. In the case the County has not made any disbursement to the Municipality, the Municipality shall forfeit the entire amount it would have otherwise received towards the cost of the project under this Agreement.
2. *Remedies for Breach:* In the event of a breach of this Agreement by either party hereto that is not remedied within thirty (30) days after delivery of written notice of such breach, the aggrieved party may terminate this Agreement by written notice to the other, which

shall be effective on the 5th day following delivery. In the event of the County's breach of any terms and conditions of this Agreement, except for reasons outlined in this Agreement, the County agrees to pay all documented reasonable costs undisputed by the County and incurred by the Municipality as a direct result of the Municipality being denied County funds for the Project. In the event of the Municipality's breach of any terms and conditions of this Agreement, the County shall be entitled to, and the Municipality shall refund all funds paid to the Municipality, and the County shall have no further obligation to the Municipality to pay any funds pursuant to this Agreement

- B. Termination for County's Failure to appropriate: Should the County fail to appropriate any funds in its annual budget ordinance for any of the fiscal years to which this Agreement applies, this Agreement will terminate upon notice to the Municipality by the County that the appropriation was not voted in the annual budget ordinance, which notice shall be sent, first-class mail, to the Municipality at the address stated in Section Fourteen of this Agreement. Upon such notice to the Municipality, the County's obligation to pay any further funds pursuant to this Agreement shall terminate immediately and no further funds shall be due and payable by the County to the Municipality for the Project.
- C. Return of Records upon Agreement Termination: Upon expiration or termination of this Agreement, for any cause, each party shall without additional cost to the other party, provide all reasonable assistance and devote its best efforts to returning to each party, or its designee, in an orderly and expeditious manner, all data, records, equipment and documents belonging to that party.

SECTION ELEVEN **PROJECT SCHEDULE**

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

SECTION TWELVE **COST OVERRUNS**

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

SECTION THIRTEEN **REMUNERATION**

Requests for reimbursement by the County pursuant to Section Two shall be submitted to the Department for review and approval. Each reimbursement request shall include a project specific cover letter and a completed reimbursement summary form (in Excel format as provided by Department at project commencement or upon request), as well as supporting documentation of work completed, and proof of payment. Payments shall not exceed approved percentage (see Section Two) of actual expenses incurred by Municipality.

The Municipality shall submit to the County an invoice not less frequently than on quarterly basis

listing pay items corresponding to all consultant or contractor invoices and all supporting timesheets and other documentations for the services rendered and deliverables performed and for reimbursable expenses incurred within the quarter time period prior to the date of the invoice submitted by the Municipality to the County. Additionally, an invoice listing pay items corresponding to all contractor invoices and all supporting timesheets and other documentations for the services rendered and deliverables performed and for reimbursable expenses incurred prior to December 31 of each calendar year must be submitted by Municipality to the County no later than **March 31st of the following year**. The County is under no obligation to pay for any invoice items documenting services rendered, deliverables completed, and reimbursable expenses incurred and paid over 3 months prior to the date of the invoice submitted by the Municipality to the County, or any invoice submitted after deadlines stated herein. The County may in its sole discretion choose to pay any invoice submitted later than the timeframe provided herein without in any way waiving its right to refuse payment of any subsequent invoice submitted later than the timeframe provided for herein.

SECTION FOURTEEN **NOTICE**

Any notice required or permitted to be given hereunder shall be deemed properly given if mailed by first-class mail to the address set out for each party at the end of this agreement. Notice to the County shall be sent to the St. Charles County Managing Director of Roads and Traffic. Notice to the Municipality shall be sent to its City Engineer, Matt Davidson, City of Dardenne Prairie, 2032 Hanley Road, Dardenne Prairie, MO 63368.

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

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

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

SECTION SIXTEEN **INDEMNIFICATION**

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

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

It is understood and agreed that the obligation of the County to perform under the terms of this

Agreement is expressly conditioned upon the existence of the Transportation Sales Tax also known as the Road and Bridge Capital Improvements Sales Tax passed by the electorate on November 5, 1985, and reaffirmed by the voters on April 5, 1994, August 3, 2004, August 7, 2012, and April 5, 2022.

SECTION SEVENTEEN
AUDIT

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

SECTION EIGHTEEN
EXHIBITS

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

1. Attachment "A": The Municipality's Road Board Application **RB25-09**
2. Attachment "B": Transportation Sales Sign of the size, lettering, and colors as depicted thereon

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

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

Executed by the County this _____ day of _____, 20____

Executed by the Municipality this _____ day of _____, 20____

CITY OF DARDENNE PRAIRIE, MISSOURI

ST. CHARLES COUNTY, MISSOURI

By _____

By _____

Title _____

Title _____

ATTEST:

ATTEST:

By _____

By _____

County Registrar

Title _____

CERTIFICATE OF DIRECTOR OF FINANCE

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

SIGNED: _____
Mike Sommer, Director of Finance

DATED: _____

Dardenne Prairie - Weldon Spring Road, Phase 1

Project Type: Improvements to Existing Road

Project Information:

Project Limits: Technology Drive to Henning Road

Project Length(miles): 0.5

Federal Functional Class: 3 - Major Collector

Anticipated useful life (yrs): 25

Estimated Completion Date: December 31, 2029

ADT: Existing	ADT: Construction Year	ADT: Future/Projected
4,139	4,200	4,200

Sponsor Contact Information:

Sponsoring Agency: Dardenne Prairie
Contact Person: Cathy Pratt
Job Title: City Administrator
Phone Number: 636-561-1718
E-mail Address: cityadministrator@dardenneprairie.org

Financial:

Total Project	CRB Share	Sponsor Share	Federal	Other
\$2,614,252.09	\$418,280.33	\$104,570.09	\$2,091,401.67	\$

Sponsoring agency requesting Road Board funds for Design, R/W & Construction

Anticipate additional funds request in subsequent years?

Provide estimated additional amount to be requested:

Project Schedule:

Anticipated Preliminary Plan Approval Date: December 31, 2026

Anticipated A-Date Approval Date: September 27, 2027

Anticipated PS&E Approval Date: December 31, 2028

Anticipated Construction Completion: December 31, 2029

Dardenne Prairie - Weldon Spring Road, Phase 1

Project Type: Improvements to Existing Road

Project Description:

Existing Conditions:

The existing roadway is typically a 24' wide, asphalt pavement without curb and gutter, and with limited stormsewers to collect and convey the surface runoff. Existing roadside swales convey the runoff to the few inlets that drain the area. The existing intersection alignment at Technology Dr. is less than ideal (angle) for safe vehicular movements, and the existing bicycle lane along Technology has no designated alternative routes. There is an existing 4' wide concrete sidewalk along the south side from Hubble to Henning. There is only one crosswalk at Henning Rd., and it is non-compliant.

Proposed roadway improvements:

This project will add the following roadway improvements: 2" fiber-infused surface course overlay to match elevation of the roadway to the new curb and gutter being installed for the new pedestrian & bicycle improvements curb and gutter, stormsewers and inlets to properly collect and convey the surface runoff to the existing sewers and drainage facilities.

Proposed traffic flow improvements:

This project will add the following traffic flow improvements: a reconstructed/realigned intersection at Weldon Spring Rd & Technology Dr. The plan is for a 90 degrees configuration, allowing for improved sight detection and normal head movements from the WB Weldon Spring Road motorists at the stop sign, attempting to enter upon Technology Drive.

Proposed safety improvements:

This project will add the following safety improvements: street lighting and solar-powered lighted bollards to illuminate the proposed Shared Use Path for the benefit of pedestrians, joggers, and bicyclists; pedestrian signage; raised crosswalks with high visibility markings and RRFB's; and a reconstructed/realigned intersection at Weldon Spring Rd & Technology Dr. to allow for a 90 degrees configuration allowing for improved signed detection.

Proposed bicycle/pedestrian improvements:

This project will add the following bicycle & pedestrian improvements: a 10' wide shared-use path extending the entire project length will provide crucial connectivity; raised crosswalks (speed humps) in two locations with high visibility markings and RRFB's.

Proposed Gateway Green Light (GGL) improvements:

None.

Proposed GGL improvements been coordinated with Roads & Traffic? N/A

Dardenne Prairie - Weldon Spring Road, Phase 1

Project Type: Improvements to Existing Road

Utility Impacts:

Minor grade changes throughout the project may necessitate the vertical adjustment of gas and water lines. The proposed 10' wide Shared Use Path along the southern edge of the project may necessitate the relocation of a few existing utility poles that carry overhead electric, phone and communication lines. All adjustments, if necessary, are anticipated to be within the existing Right-Of-Way.

Condition Details:

Pavement Condition Index (0-100): 40

Design Speed (mph): 35

Posted Speed Limit (mph): 35

Can the Design Speed/Posted Speed Limit be reduced? Yes

Please Explain: Thru City procedures, the speed can be reduced; however, it doesn't appear to be necessary at this time.

Proposed typical section approved by Roads & Traffic? Yes

Explain the proposed roadway repurposing or why it is not possible: Curb and gutter with inlets and stormsewers are proposed to efficiently collect and convey the runoff. With several subdivisions, commercial sites, and an elementary school currently served by Weldon Spring Road, the proposed 10' wide shared-use path (Technology Dr. to Henning/Wilkesboro Dr.) and the proposed crosswalks will provide this crucial connectivity. With the slightly widened pavement, a new roadway surface, proper drainage, new pavement markings, new signage, new lighting, and separation of pedestrians and bicyclists, this improved roadway will better satisfy the demands of the quickly changing community.

Bicycle/Pedestrian Details:

What type of facility does this project provide for? Both Bicycle and Pedestrian

Briefly discuss how the proposed bicycle and/or pedestrian improvement will assist in the County's overall vision to develop a low-stress bicycle/pedestrian network:

The proposed 10' wide Shared Use Path will complete another leg of the system designed and conceived to provide for multi-modal access to the centrally located John Weldon Elementary School, the commercial districts for jobs, and park and path recreation. The current St. Charles County Gateway Bike Plan calls for a marked shared roadway at this site. The City is upgrading this facility to a 10' wide shared use path. In addition to other connections within the SCC, this

Dardenne Prairie - Weldon Spring Road, Phase 1

Project Type: Improvements to Existing Road

shared use path will connect to the shared use path along Henning Road (TAP-5407(621), which will connect to the planned dedicated bike lane along Bates Road (STP Grant App 2025).

Proposed project identified in the adopted SCC Gateway Bike Plan? Yes

Please Explain:

Per the SCC GBP, what is the recommended facility type? Marked and/or Signed Shared Roadway

Does the proposed project follow the recommended facility type? No

Please explain why the proposed project does not match the recommended facility type.

This project upgrades the facility type from a marked shared roadway to a 10' shared use path.

Safety Details:

Proposed typical section approved by Roads & Traffic? Yes

Any crashes within the proposed project limits in the last 3 years? Yes

Crash Reports:

Date	Time of Day	Location	Collision Type	Severity	Road Conditions	Light Conditions

Are there any documented or undocumented safety issue(s)? Yes

Please describe how the proposed roadway improvements/countermeasure(s) will address safety to reduce crashes.

One police report indicates "distracted/inattentive" as a circumstance/reason, and the second report indicates "Too fast for conditions" as the probable circumstance/reason. Each of the two crash reports indicate they occurred during daylight hours. However, improved pavement striping, curbing, RRFB pedestrian crossings with raised crossings(speed humps)and signage would have been effective in reducing the risk involved with these two accidents. With the new shared use path and increased pedestrian/bicycle movement, the additional lighting will be critical to their visibility.

Countermeasure No.

Countermeasure Name	CMF	CMF ID
Install Raised Crosswalks	0.64	135
Install RRFB's	0.31	11158
High Visibility Markings and Crosswalks	0.61	4123

Dardenne Prairie - Weldon Spring Road, Phase 1

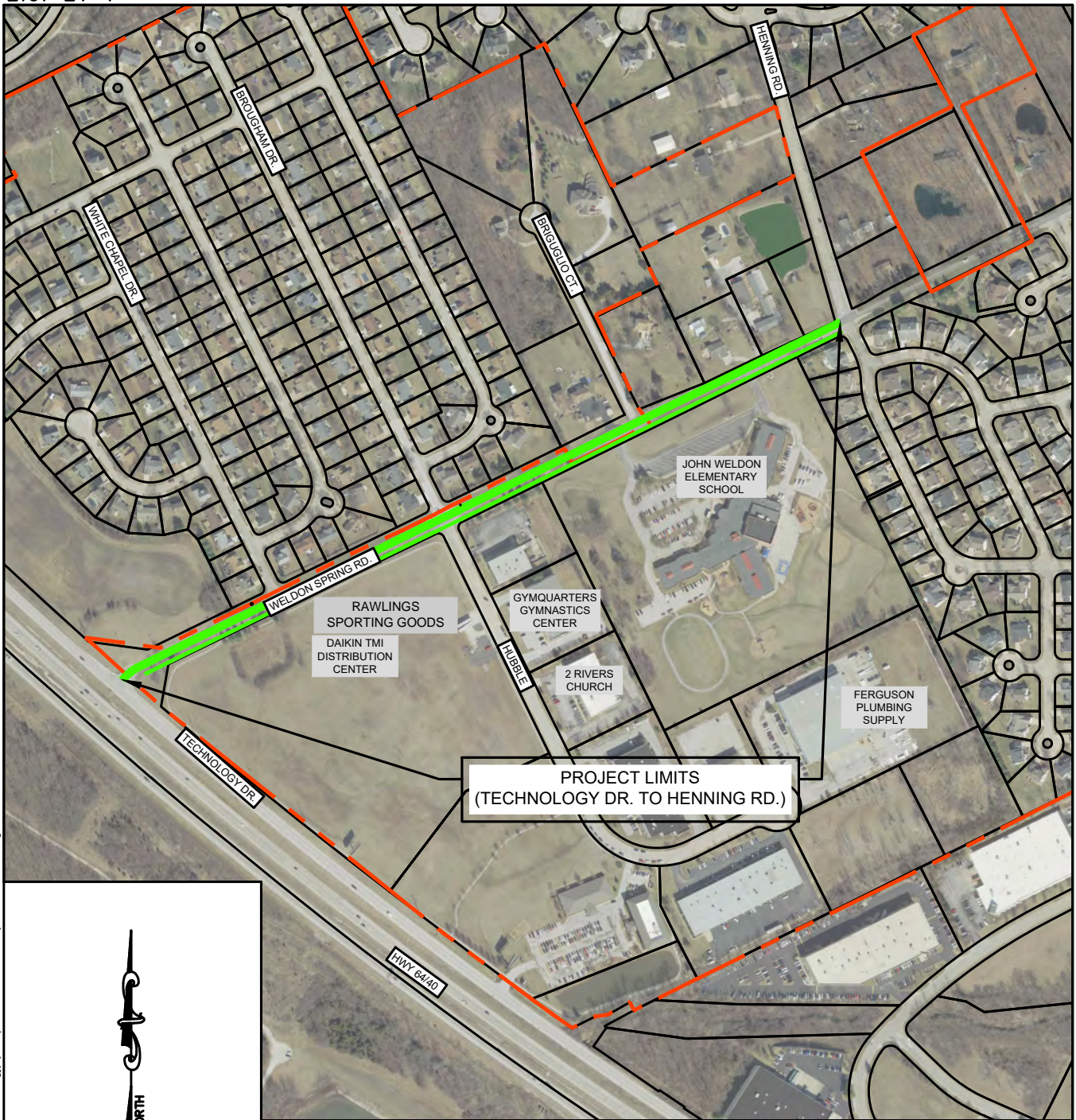
Project Type: Improvements to Existing Road

Is the proposed improvement(s) identified in any safety study? Yes

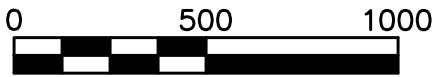
Please Explain:

Please identify the study or plan: St. Charles County Strategic Highway Safety Plan

Specify Other:



**PROJECT LIMITS
(TECHNOLOGY DR. TO HENNING RD.)**



SCALE IN FEET

MAP LEGEND

- CITY LIMITS
- PROJECT LIMITS

T:\Clients\Dardenne Prairie\2101-24-4 Weldon Spring STP Grant (at Technology)\DWG\2101-24-4 Grant Maps 01-22-2025.dwg Jan 30, 2025 - 8:37am, cfo

**WELDON SPRING ROAD
LOCATION MAP
CITY OF DARDENNE PRAIRIE, MO**

Designed By:
MJS
Drawn By:
CRO
Checked By:
TPW

ST. CHARLES COUNTY ROAD BOARD
 2026 - 2028 TIP FINANCIAL WORKSHEET
Dardenne Prairie - Weldon Spring Road (Phase 1)

FUNDING FOR IMPROVEMENTS					
	County	Sponsor	Federal	Other	Total
Design	\$49,219.54	\$12,304.89	\$246,097.70	\$0.00	\$307,622.13
Utility Relocations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Right-of-Way	\$12,000.00	\$3,000.00	\$60,000.00	\$0.00	\$75,000.00
Construction	\$357,060.79	\$89,265.20	\$1,785,303.97	\$0.00	\$2,231,629.96
TOTAL	\$418,280.33	\$104,570.09	\$2,091,401.67	\$0.00	\$2,614,252.09
PERCENT (%)	16.00%	4.00%	80.00%	0.00%	100.00%
FINANCIAL PLAN					
Design	County	Sponsor	Federal	Other	Total
2026	\$24,609.77	\$6,152.45	\$123,048.85		\$153,811.07
2027	\$24,609.77	\$6,152.45	\$123,048.85		\$153,811.07
2028					\$0.00
Utility Relocations	County	Sponsor	Federal	Other	Total
2026					\$0.00
2027					\$0.00
2028					\$0.00
Right-of-Way	County	Sponsor	Federal	Other	Total
2026					\$0.00
2027					\$0.00
2028	\$12,000.00	\$3,000.00	\$60,000.00		\$75,000.00
Construction	County	Sponsor	Federal	Other	Total
2026					\$0.00
2027					\$0.00
2029	\$357,060.79	\$89,265.20	\$1,785,303.97		\$2,231,629.96

Estimate of Project Costs

Project Sponsor: City of Dardenne Prairie
 Project Title: Weldon Spring Road (Phase 1)
 Date: 1/14/2025

Specific Roadway Items

Item	Quantity	Unit	Unit Price	Amount
Mobilization	1	LS	\$100,000.00	\$100,000.00
Traffic Control (including Flagmen & Changeable Message Boards)	1	EA	\$35,000.00	\$35,000.00
Siltation Control	1	LS	\$4,000.00	\$4,000.00
Surveying/Layout, Construction Staking and Re-Monumentation	1	LS	\$6,000.00	\$6,000.00
Potholing Investigation to Determine Exact Utility Locations	1	LS	\$5,000.00	\$5,000.00
Public Utility Relocates & Adjustments (Assumes most exist. utilities within exist. R/W)	1	LS	\$30,000.00	\$30,000.00
Private Utility Service Adjustments (Lines/Valves/Appurtenances)	1	LS	\$10,000.00	\$10,000.00
Re-Align & Expand Technology Dr. / Weldon Spring Rd. Intersection (grading/curbs/pvmt/overlay)	1	LS	\$50,000.00	\$50,000.00
New Conc. Tapers at White Chapel Drive	32	SY	\$80.00	\$2,560.00
Sawcut & Remove Asph. Pvmt. For Sewer				
Trenching / Reconstruct Pavement	60	SY	\$95.00	\$5,700.00
Install Stormwater Inlet / Structures	18	EA	\$5,000.00	\$90,000.00
Install RCP Stormsewers	1,195	LF	\$110.00	\$131,450.00
Butt Joint	560	LF	\$4.00	\$2,240.00
Sawcut Full-Depth Exist. Asph. Pvmt. For Clean Edge (Along Proposed Curbing)	4,600	LF	\$6.00	\$27,600.00
Construct Conc. Curb & Gutter (includes subgrade prep & aggr base)	4,600	LF	\$60.00	\$276,000.00
Prepared Subgrade/Aggr Base/8" Base Course				
Asphalt (for new pvmt. areas)	594	SY	\$70.00	\$41,580.00
Remove & Reconstruct Driveway Aprons	220	SY	\$90.00	\$19,800.00
New 2" Deep Asph. Surface Course (Overlay Atop Ex. Pvmt & atop New Pvmt Base Course)	850	TN	\$130.00	\$110,500.00
Remove/Reinstall Street Signs, Install New Signs	1	LS	\$3,000.00	\$3,000.00
New Street Lighting (Pole, Luminaire, Transformer, Pedestal, Conduit & Wiring)	11	EA	\$9,800.00	\$107,800.00
Thermoplastic Striping and Pavement Markings	1	LS	\$40,000.00	\$40,000.00
SUBTOTAL				\$1,098,230.00

Specific Bicycle & Pedestrian Items

Item	Quantity	Unit	Unit Price	Amount
Remove Bush	13	EA	\$100.00	\$1,300.00
Remove Tree (including stump/rootball/roots)	13	EA	\$1,200.00	\$15,600.00
Remove Existing Mailbox & Re-Install	7	EA	\$500.00	\$3,500.00
Remove Existing 4' Wide Concrete Sidewalk	590	SY	\$20.00	\$11,800.00
Earthwork	1	LS	\$30,000.00	\$30,000.00
Construct Modular Block Retaining Wall	1,200	SF	\$40.00	\$48,000.00
10' Wide Shared Use Path (south side - incl excav./subgrade/4" compacted aggregate base)	2,670	SY	\$80.00	\$213,600.00
Crosswalk (incl. ADA Ramps, Signage, Thermoplastic Striping)	4	EA	\$10,000.00	\$40,000.00
Crosswalk (incl. ADA Ramps, RRFB's, Signage, Thermoplastic Striping)	2	EA	\$30,000.00	\$60,000.00
Raised Crosswalk (incl. ADA Ramps, RRFB's, Signage, Thermoplastic Striping) Speedhump	2	EA	\$30,000.00	\$60,000.00
Solar-Powered Lighted Bollards	22	EA	\$3,000.00	\$66,000.00
SUBTOTAL				\$549,800.00

Specific Pedestrian Items				
Item	Quantity	Unit	Unit Price	Amount
				\$0.00
SUBTOTAL				\$0.00

Specific Transit Items				
Item	Quantity	Unit	Unit Price	Amount
				\$0.00
SUBTOTAL				\$0.00

Miscellaneous Other Items				
Item	Quantity	Unit	Unit Price	Amount
New Landscaping Bush (Replacing Exist. Bush Removed)	13	EA	\$300.00	\$3,900.00
New Tree (Replacing Exist. Tree Removed)	13	EA	\$600.00	\$7,800.00
Street Trees	22	EA	\$1,200.00	\$26,400.00
Pedestrian Benches	8	EA	\$950.00	\$7,600.00
Sodding & Restoration	3,800	SY	\$12.00	\$45,600.00
SUBTOTAL				\$91,300.00

Construction Cost Total	\$1,739,330.00
Contingency	\$173,933.00
Inflation	\$153,061.04
Survey (incl Esmt & Instr. Prep)	\$26,000.00
Archeological Survey	\$13,000.00
Preliminary Engineering	\$268,622.13
Right-of-Way	\$75,000.00
Construction Engineering/Inspection	\$165,305.92
Project Total *	\$2,614,252.09

* The project total cost should match the total cost reported in the project application.

Add rows as needed.

EXHIBIT A

RBA FORM (OFFICE USE ONLY)

MEETING DATE: 5/20/2026

Regular () Work Session (X)

ATTACHMENT: YES (X) NO ()

Contract () Ordinance () Other ()

**Request for Board Action
By: Staff**

• **Description:**

Agreements with St. Charles County for Use of St. Charles County Transportation Sales Tax Funds for Weldon Spring Road Phase 1, Bates Road Improvements Phase 1, and City-Wide Safe Routes to School

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

• **Summary/Explanation:**

The City has received three agreements from St. Charles County for the use of St. Charles County Transportation Sales Tax funds for transportation, roadway, pedestrian, bicycle, and safety improvements within the City of Dardenne Prairie.

Weldon Spring Road Phase 1 includes improvements to Weldon Spring Road from Technology Drive to Henning Road. The project includes roadway, stormwater, pedestrian, bicycle, and safety improvements, including a shared-use path, intersection improvements at Weldon Spring Road and Technology Drive, crosswalk improvements, RRFBs, lighting, signage, and related work.

Bates Road Improvements Phase 1 includes improvements to Bates Road from South Outer Road 364 to Red Hawk Parkway. The project includes pavement improvements, asphalt overlay, revised pavement markings, dedicated bicycle lanes, ADA ramp improvements, sidewalk replacement where needed, pedestrian crossing improvements, RRFBs, and related safety improvements.

City-Wide Safe Routes to School includes design for school-area pedestrian and safety improvements at multiple locations throughout the City. The project includes sidewalk improvements, ADA ramp improvements, RRFBs, high visibility crosswalk striping, solar flashing school zone signs, and related improvements intended to improve pedestrian visibility and safety near schools.

Staff recommends approval of the ordinances authorizing the City Administrator to negotiate and execute the three agreements with St. Charles County.

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

The agreements provide reimbursement funding from the St. Charles County Transportation Sales Tax Fund for eligible project costs.

Estimated funding summary:

Weldon Spring Road Phase 1

Total Project Cost: \$2,614,252.09

County Contribution: Not to exceed \$418,280.33

Federal Funds: \$2,091,401.67

Estimated City Share: \$104,570.09

Bates Road Improvements Phase 1

Total Project Cost: \$1,297,067.00

County Contribution: Not to exceed \$368,480.00

Federal Funds: \$836,466.00

Estimated City Share: \$92,121.00

City-Wide Safe Routes to School

Agreement Cost: \$110,000.00

County Contribution: Not to exceed \$88,000.00

Estimated City Share: \$22,000.00

The City will be responsible for the required local match, any costs not reimbursed by others, and any project costs exceeding the estimates identified in the agreements. Funding for the City's share has been included in the Capital Improvement Budget.

RBA requested by: Matthew Davidson

Date: 5/14/2026

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI,
AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND
EXECUTE AN AGREEMENT BY AND BETWEEN ST. CHARLES
COUNTY AND THE CITY OF DARDENNE PRAIRIE FOR USE OF ST.
CHARLES COUNTY TRANSPORTATION SALES TAX FUNDS FOR
BATES ROAD IMPROVEMENTS PHASE 1**

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

WHEREAS, the City of Dardenne Prairie, Missouri, submitted a request to St. Charles County, Missouri, to receive funds for improvements to Bates Road Improvements Phase 1, from South Outer Road 364 to Red Hawk Parkway, hereinafter referred to as the "Project"; and

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

WHEREAS, the Board of Aldermen of the City of Dardenne Prairie, Missouri, finds and determines that it is to the benefit of the residents of the City to enter into the Agreement by and between St. Charles County, Missouri, and the City of Dardenne Prairie for Use of St. Charles County Transportation Sales Tax Funds for Bates Road Improvements Phase 1.

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

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

SECTION 2. Savings Clause: Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

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

SECTION 4. Effective Date: This Ordinance shall take effect and be in force from and after its passage by the Board of Aldermen and its approval by the City Administrator of the City of Dardenne Prairie, Missouri.

Read two (2) times, passed, and approved this _____ day of _____, 2025.

Mayor

Attest:

City Clerk

Approved this _____ day of _____, 2025.

Mayor

Attest:

City Clerk

BILL NO. 26-28

ORDINANCE NO. _____

EXHIBIT A

**AGREEMENT BY AND BETWEEN
ST. CHARLES COUNTY, MISSOURI AND THE CITY OF DARDENNE PRAIRIE
FOR
USE OF ST. CHARLES COUNTY TRANSPORTATION SALES TAX FUNDS FOR
BATES ROAD IMPROVEMENTS PHASE 1**

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

On behalf of the County, the Roads and Traffic Department, hereinafter referred to as “Department” shall be responsible for project oversight, approvals, and reimbursement of allowable expenses.

In consideration of the mutual covenants herein contained, and other good and valuable consideration including the mutual recognition of the vital importance of **Bates Road Improvements Phase 1** (the “Project”) for efficient traffic flow and for orderly development, the parties hereto agree as follows:

SECTION ONE
PREAMBLE

The County Executive has been authorized by Ordinance ____ - ____ to execute this agreement with the Municipality, and the Municipality has authorized the execution of this Agreement by Ordinance _____ for the use beginning in fiscal year 2026 of St. Charles County Transportation Sales Tax funds for improvements to the Project in an amount not to exceed **\$368,480.00** (“County Contribution Amount”).

SECTION TWO
SERVICES AND COUNTY FINANCIAL CONTRIBUTION

- A. The Municipality shall be responsible for the construction of the Project consisting of the road improvements substantially similar to those described in the Municipality's Road Board Application 25-11 attached hereto as **Attachment A** (hereinafter, "Application").
- B. The Project shall include: **(1) preparation of design plans, (2) purchase of right-of-way, and (3) construction services.**
- C. The total cost of the Project is estimated as **\$1,297,067.00.**
- D. The Municipality will be reimbursed \$836,466.00 in federal funds. The remaining amount will be shared by the Municipality and County, with the County reimbursing the Municipality for **80%** of the local match for Project costs, up to, but not exceeding, the County Contribution Amount. The Municipality will be responsible for the remainder of actual costs not reimbursed by others including those that exceed the estimate recited above and any decorative enhancements.

SECTION THREE
PLANS AND TRAFFIC STUDY SUBMISSION AND REVIEW

A. Conceptual Plans and Traffic Study (if applicable)

1. Conceptual Plans and Traffic Study Submittal. Prior to proceeding with any drafting of preliminary construction plans, the Municipality shall submit to the Department Conceptual Plans and/or Traffic Study for approval.
 - i. Conceptual Plans (if not approved with application) shall include, at minimum, a location sketch of proposed roadway, pedestrian, and bicycle improvements.
 - ii. Department may request a Traffic Study for projects impacting a major intersection or having significant impacts on an existing roadway. Upon the Department's request, the Department, Municipality, and Municipality's Consultant shall attend a scoping meeting prior to beginning the study. After the meeting, the Department shall review and must issue approval of the final study scope prior to commencement of the study. The completed Traffic Study shall include all requested scope items.
2. Review by the County. The Department will provide comments for the Municipality to address. Upon receipt of comments, the Municipality must provide the following:
 - i. Revised plans or study with comments addressed; and/or
 - ii. Confirmation that revisions will be made with the next plan submittal; and/or
 - iii. Specific clarification as to why revisions will not be made.
3. Approval of Conceptual Plans and Traffic Study. Once the Department reviewer has accepted that all comments have been sufficiently addressed and/or reasons why any comment will not be addressed, a letter of approval will be submitted to the Municipality.

B. Preliminary Plans

1. Preliminary Plan Submittal. Prior to proceeding with right-of-way acquisition and/or final design, the Municipality shall submit to the Department Preliminary Plans for approval.
 - i. Preliminary Plan Submittal shall include all available preliminary plans, including Current Engineer's Estimate.
2. Review by the County. The Department will review to ensure all comments were addressed from the Conceptual Phase and may also provide additional comments for the Municipality to address. Upon receipt of any additional comments, the Municipality must provide the following:
 - i. Revised plans or study with comments addressed; and/or
 - ii. Confirmation that revisions will be made with the next plan submittal; and/or
 - iii. Specific clarification as to why revisions will not be made.

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

SECTION FOUR
MEETING REQUIREMENTS

The Municipality shall have a representative attend the Road Board meetings. This representative

should be knowledgeable of the project status and funding. The Municipality shall complete a project update presentation on an annual basis as requested by the Department.

The Municipality shall hold a design kick off meeting with the selected engineering consultant prior to beginning Preliminary Design plans for the Project unless Department provides written consent that such meeting is not required. The Municipality shall invite Department to this meeting, providing at least two weeks' advance notice.

If the Municipality holds a public meeting during the project design phase, the Municipality shall invite Department to this meeting, providing at least two weeks' advance notice. Additionally, Municipality shall provide Department with proposed meeting materials at least one week in advance for review prior to the meeting date. Final materials shall be provided electronically to Department following the public meeting for inclusion on County's Active TIP webpage.

The Municipality shall hold a pre-construction meeting with the selected contractor prior to beginning Construction of the Project unless Department provides written consent that such meeting is not required. The Municipality shall invite Department to this meeting, providing at least two weeks' advance notice.

SECTION FIVE **RIGHT-OF-WAY**

At Department's request and sole discretion, the Department may require that the Municipality acquire right-of-way and other property interests needed for this Project. Such acquisitions shall be completed in accordance with applicable law and the then current Missouri Department of Transportation's Local Public Agency Land Acquisition Manual. For any such property interests located in the unincorporated area of the County, Municipality shall only acquire such interests in the County's name and the Municipality shall complete all necessary work to vest all such property interests acquired within the unincorporated area with the County.

SECTION SIX **STAFF TIME**

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

SECTION SEVEN **TRANSPORTATION SALES TAX SIGN**

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

SECTION EIGHT **TERM**

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

to appropriation by the County of funds sufficient to fulfill the terms of this agreement.

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

SECTION NINE
OTHER FUNDING

Municipality and County mutually acknowledge that Municipality has been approved to receive federal funds for this project.

SECTION TEN
TERMINATION

A. Termination for Breach:

1. Events of Breach: In addition to the breach of the obligations specifically set forth in the Agreement, the following shall constitute breach of this Agreement and reasons for the Agreement to terminate:
 - a. Municipality's Failure to comply with all the obligations set forth under this Agreement, as also stated elsewhere in this Agreement.
 - b. Municipality's Failure to Disclose: The Municipality's failure to disclose any other public funding sources than those listed in the Application already approved by the County Pursuant to this Agreement.
 - c. Municipality's Failure to fund or administer construction of the Project: In the event the Municipality fails to provide the administration and/or matching funds agreed to by the Municipality pursuant to this Agreement, Municipality agrees to pay all costs incurred by the County in having taken all the steps pursuant to this Agreement up to the time of the Municipality's failure to fund or administer.
 - d. In the event the Municipality fails to start and complete the Project outlined herein, Municipality shall pay damages to the County for failing to deliver the public services or improvements contemplated by this agreement while encumbering public funds and preempting their application to other projects. In the case when the County has made any reimbursement to the Municipality for any costs towards the Project, the Municipality shall reimburse the County back the entire amount the Municipality has received from the County, plus 10% of said amount. In the case the County has not made any disbursement to the Municipality, the Municipality shall forfeit the entire amount it would have otherwise received towards the cost of the project under this Agreement.
2. Remedies for Breach: In the event of a breach of this Agreement by either party hereto that is not remedied within thirty (30) days after delivery of written notice of such breach, the aggrieved party may terminate this Agreement by written notice to the other, which shall be effective on the 5th day following delivery. In the event of the County's breach

of any terms and conditions of this Agreement, except for reasons outlined in this Agreement, the County agrees to pay all documented reasonable costs undisputed by the County and incurred by the Municipality as a direct result of the Municipality being denied County funds for the Project. In the event of the Municipality's breach of any terms and conditions of this Agreement, the County shall be entitled to, and the Municipality shall refund all funds paid to the Municipality, and the County shall have no further obligation to the Municipality to pay any funds pursuant to this Agreement

- B. Termination for County's Failure to Appropriate: Should the County fail to appropriate any funds in its annual budget ordinance for any of the fiscal years to which this Agreement applies, this Agreement will terminate upon notice to the Municipality by the County that the appropriation was not voted in the annual budget ordinance, which notice shall be sent, first-class mail, to the Municipality at the address stated in Section Fourteen of this Agreement. Upon such notice to the Municipality, the County's obligation to pay any further funds pursuant to this Agreement shall terminate immediately and no further funds shall be due and payable by the County to the Municipality for the Project.
- C. Return of Records upon Agreement Termination: Upon expiration or termination of this Agreement, for any cause, each party shall without additional cost to the other party, provide all reasonable assistance and devote its best efforts to returning to each party, or its designee, in an orderly and expeditious manner, all data, records, equipment and documents belonging to that party.

SECTION ELEVEN **PROJECT SCHEDULE**

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

SECTION TWELVE **COST OVERRUNS**

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

SECTION THIRTEEN **REMUNERATION**

Requests for reimbursement by the County pursuant to Section Two shall be submitted to the Department for review and approval. Each reimbursement request shall include a project specific cover letter and a completed reimbursement summary form (in Excel format as provided by Department at project commencement or upon request), as well as supporting documentation of work completed, and proof of payment. Payments shall not exceed approved percentage (see Section Two) of actual expenses incurred by Municipality.

The Municipality shall submit to the County an invoice not less frequently than on quarterly basis listing pay items corresponding to all consultant or contractor invoices and all supporting timesheets and other documentations for the services rendered and deliverables performed and for reimbursable

expenses incurred within the quarter time period prior to the date of the invoice submitted by the Municipality to the County. Additionally, an invoice listing pay items corresponding to all contractor invoices and all supporting timesheets and other documentations for the services rendered and deliverables performed and for reimbursable expenses incurred prior to December 31 of each calendar year must be submitted by Municipality to the County no later than **March 31st of the following year**. The County is under no obligation to pay for any invoice items documenting services rendered, deliverables completed, and reimbursable expenses incurred and paid over 3 months prior to the date of the invoice submitted by the Municipality to the County, or any invoice submitted after deadlines stated herein. The County may in its sole discretion choose to pay any invoice submitted later than the timeframe provided herein without in any way waiving its right to refuse payment of any subsequent invoice submitted later than the timeframe provided for herein.

SECTION FOURTEEN **NOTICE**

Any notice required or permitted to be given hereunder shall be deemed properly given if mailed by first-class mail to the address set out for each party at the end of this agreement. Notice to the County shall be sent to the St. Charles County Managing Director of Roads and Traffic. Notice to the Municipality shall be sent to its City Engineer, Matt Davidson, City of Dardenne Prairie, 2032 Hanley Road, Dardenne Prairie, MO 63366.

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

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

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

SECTION SIXTEEN **INDEMNIFICATION**

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

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

It is understood and agreed that the obligation of the County to perform under the terms of this Agreement is expressly conditioned upon the existence of the Transportation Sales Tax also known as the Road and Bridge Capital Improvements Sales Tax passed by the electorate on November 5, 1985,

and reaffirmed by the voters on April 5, 1994, August 3, 2004, August 7, 2012, and April 5, 2022.

SECTION SEVENTEEN
AUDIT

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

SECTION EIGHTEEN
EXHIBITS

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

1. Attachment "A": The Municipality's Road Board Application **RB25-11**
2. Attachment "B": Transportation Sales Sign of the size, lettering, and colors as depicted thereon

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

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

Executed by the County this _____ day of _____, 20____

Executed by the Municipality this _____ day of _____, 20____

CITY OF DARDENNE PRAIRIE, MISSOURI

ST. CHARLES COUNTY, MISSOURI

By _____

By _____

Title _____

Title _____

ATTEST:

ATTEST:

By _____

By _____

Title _____

County Registrar

CERTIFICATE OF DIRECTOR OF FINANCE

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

SIGNED: _____
Mike Sommer, Director of Finance

DATED: _____

Dardenne Prairie - Bates Improvements, Phase 1

Project Type: Improvements to Existing Road

Project Information:

Project Limits: South Outer Road 364 to Red Hawk Parkway

Project Length(miles): 1.37

Federal Functional Class: 3 - Major Collector

Anticipated useful life (yrs): 25

Estimated Completion Date: December 30, 2028

ADT: Existing	ADT: Construction Year	ADT: Future/Projected
1,596	1,600	1,600

Sponsor Contact Information:

Sponsoring Agency: Dardenne Prairie
Contact Person: Cathy Pratt
Job Title: City Administrator
Phone Number: 636-561-1718
E-mail Address: cityadministrator@dardenneprairie.org

Financial:

Total Project	CRB Share	Sponsor Share	Federal	Other
\$1,286,066.55	\$359,680.44	\$89,920.11	\$836,466.00	\$

Sponsoring agency requesting Road Board funds for Design & Construction Only

Anticipate additional funds request in subsequent years?

Provide estimated additional amount to be requested:

Project Schedule:

Anticipated Preliminary Plan Approval Date: March 13, 2025

Anticipated A-Date Approval Date:

Anticipated PS&E Approval Date: December 31, 2027

Anticipated Construction Completion: December 31, 2028

Dardenne Prairie - Bates Improvements, Phase 1

Project Type: Improvements to Existing Road

Project Description:

Existing Conditions:

The existing roadway is typically a 41-foot-wide pavement from back of curb to back of curb. The 6" vertical curb and gutter along the pavement is typically 2.5 foot wide. The pavement markings along the roadway are consistently marked with 2 lanes with a dual turn lane at the center. The current pavement condition of the asphalt roadway shows transverse cracks, longitudinal cracks, and various areas of alligator cracks in specific areas. The concrete curb and gutter along the asphalt portion of Bates Road is still in working condition with minor repair work needed. The roadway has "Share the Road" signs located along the project limits without bicyclist pavement markings.

Proposed roadway improvements:

The proposed roadway improvements include: approximately 31,750 square yards of milling, 3,572 tons of asphalt overlay with concrete curb & sidewalk removal/replacement. In addition, the proposed pavement markings will have a different configuration than the existing markings, due to the addition of bike lanes and the removal of a dual-turn lane.

Proposed traffic flow improvements:

The proposed traffic flow improvements include: creation of dedicated bike lanes in both directions and removal of dual-turn lane. The Saint Charles County Road & Traffic team deemed the Dual-Turn Lane unnecessary, due to the turn lane counts, creating room for the dedicated bike lanes.

Proposed safety improvements:

The proposed safety imp will replace the existing pavement marking configuration of a dual-turn lane with: Standard edge line markings (4" thick) and the marking of a dedicated bike lane southbound and northbound, centerline markings with 12 ft wide pavement lane widths, roadway diet configuration (addition of bike lanes and the subtraction of a dual-turn lane), ADA curb ramps that will need to be reconstructed for compliance, new pedestrian crossing signs, RRFB's, and two high visibility marked crosswalks.

Proposed bicycle/pedestrian improvements:

The proposed bicycle/pedestrian improvements include: a dedicated bike lane both southbound and northbound of the project; pavement parkings and symbols for the dedicated bike lane; sidewalk removal/replacement where needed; ~6 ADA curb ramps being reconstructed for compliance; pedestrian crossing signage; RRFB's, solar powered bollards; and two high visibility marked crosswalks.

Dardenne Prairie - Bates Improvements, Phase 1

Project Type: Improvements to Existing Road

Proposed Gateway Green Light (GGL) improvements:

None.

Proposed GGL improvements been coordinated with Roads & Traffic? N/A

Utility Impacts:

All of the utilities were relocated during the street's last construction in 2010. It is unlikely to need any additional relocations. However, the utility companies will be notified.

Condition Details:

Pavement Condition Index (0-100): 48

Design Speed (mph): 35

Posted Speed Limit (mph): 35

Can the Design Speed/Posted Speed Limit be reduced? Yes

Please Explain: Thru City procedures, the speed can be reduced; however, it doesn't appear to be necessary at this time.

Proposed typical section approved by Roads & Traffic? Yes

Explain the proposed roadway repurposing or why it is not possible: With the creation of these dedicated bike lanes, the Saint Charles County Road & Traffic team have deemed the Dual-Turn Lane unnecessary. Per Saint Charles County, the turn lane counts do not support the use of a Dual-Turn Lane regardless, so in its place will be the 6 Foot wide dedicated bike lanes on either side of the street.

Bicycle/Pedestrian Details:

What type of facility does this project provide for? Both Bicycle and Pedestrian

Briefly discuss how the proposed bicycle and/or pedestrian improvement will assist in the County's overall vision to develop a low-stress bicycle/pedestrian network:

Dardenne Prairie has been working closely with the St. Charles County Road & Traffic team to implement multi modal forms of transportation by using the existing infrastructure throughout the city. This Bates Road project will incorporate a dedicated bike lane both southbound and northbound of the project. The bike lanes will easily connect to the dedicated bike lanes that already exist on Outer Road 364 / Town Square Avenue. In addition, there are sidewalk & ADA ramp improvements to make for safe travel for pedestrians.

Dardenne Prairie - Bates Improvements, Phase 1

Project Type: Improvements to Existing Road

Proposed project identified in the adopted SCC Gateway Bike Plan? Yes

Please Explain:

Per the SCC GBP, what is the recommended facility type? Bike Lane

Does the proposed project follow the recommended facility type? Yes

Please explain why the proposed project does not match the recommended facility type.

Safety Details:

Proposed typical section approved by Roads & Traffic? Yes

Any crashes within the proposed project limits in the last 3 years? Yes

Crash Reports:

Date	Time of Day	Location	Collision Type	Severity	Road Conditions	Light Conditions

Are there any documented or undocumented safety issue(s)? Yes

Please describe how the proposed roadway improvements/countermeasure(s) will address safety to reduce crashes.

The dedicated bike lane with proper markings will eliminate potential accidents from occurring because it will be more identifiable to motorists and cyclists. There will also be a designated centerline to the pavement that will help motorists stay in their 12' wide pavement lane. In addition, the solar powered bollards, RRFB's and high visibility crosswalks will reduce the risk for vulnerable pedestrians and cyclists while providing better visibility of the for motorists.

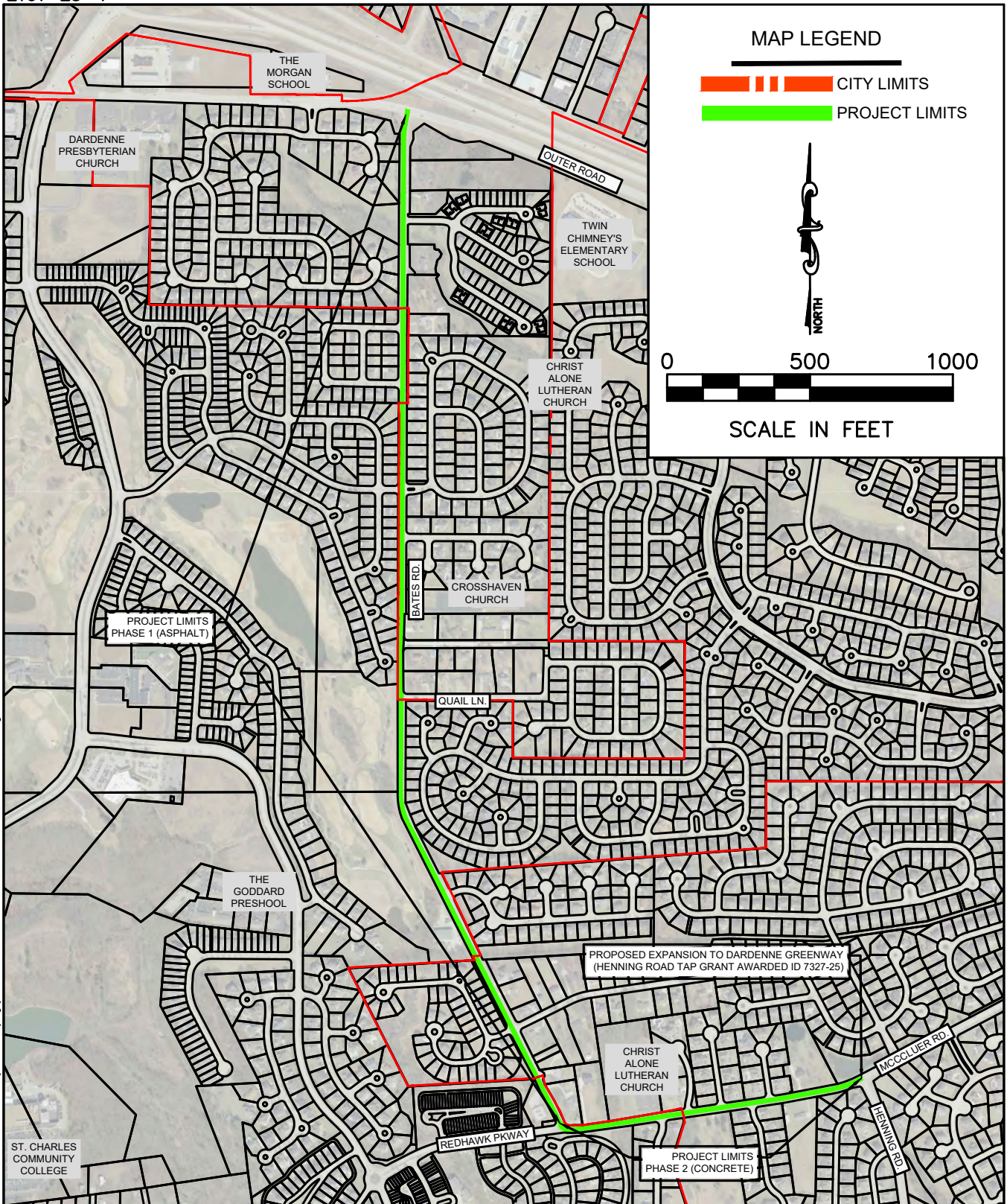
Countermeasure No.

Countermeasure Name	CMF	CMF ID
Install RRFB's	0.31	11158
Install High Visibility Crosswalks	0.61	4123
Install Edgeline & Centerline Markings	0.76	101

Is the proposed improvement(s) identified in any safety study? Yes **Please Explain:**

Please identify the study or plan: St. Charles County Strategic Highway Safety Plan

Specify Other:



I:\Clients\Dardenne Prairie\2101-23-4 Bates Road STP Grant\Civil Drawings\BATES ROAD LOCATION & DETAIL MAPS_STPS GRANT 2025.dwg Jun 24, 2025 - 11:32am. xrw

WDG Weis Design Group
 5291 Fifth Street Cottleville, MO 63304
 www.weisdesigngroup.com | 636.207.0832

**BATES ROAD
 LOCATION MAP
 CITY OF DARDENNE PRAIRIE, MO**

Designed By: MJS
Drawn By: BTW
Checked By: TPW

ST. CHARLES COUNTY ROAD BOARD
2026 - 2028 TIP FINANCIAL WORKSHEET
Dardenne Prairie - Bates, Phase 1

FUNDING FOR IMPROVEMENTS					
	County	Sponsor	Federal	Other	Total
Design	\$125,469.91	\$31,367.48	\$0.00	\$0.00	\$156,837.39
Utility Relocations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Right-of-Way	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction	\$234,210.53	\$58,552.63	\$836,466.00	\$0.00	\$1,129,229.16
TOTAL	\$359,680.44	\$89,920.11	\$836,466.00	\$0.00	\$1,286,066.55
PERCENT (%)	27.97%	6.99%	65.04%	0.00%	100.00%
FINANCIAL PLAN					
Design	County	Sponsor	Federal	Other	Total
2026	\$62,734.96	\$15,683.74			\$78,418.70
2027	\$62,734.96	\$15,683.74			\$78,418.70
2028					\$0.00
Utility Relocations	County	Sponsor	Federal	Other	Total
2026					\$0.00
2027					\$0.00
2028					\$0.00
Right-of-Way	County	Sponsor	Federal	Other	Total
2026					\$0.00
2027					\$0.00
2028					\$0.00
Construction	County	Sponsor	Federal	Other	Total
2026					\$0.00
2027					\$0.00
2028	\$234,210.53	\$58,552.63	\$836,466.00		\$1,129,229.16

Estimate of Project Costs

Project Sponsor:	City of Dardenne Prairie
Project Title:	Bates Road Pavement Improvements (Phase 1)
Date:	1/20/2025

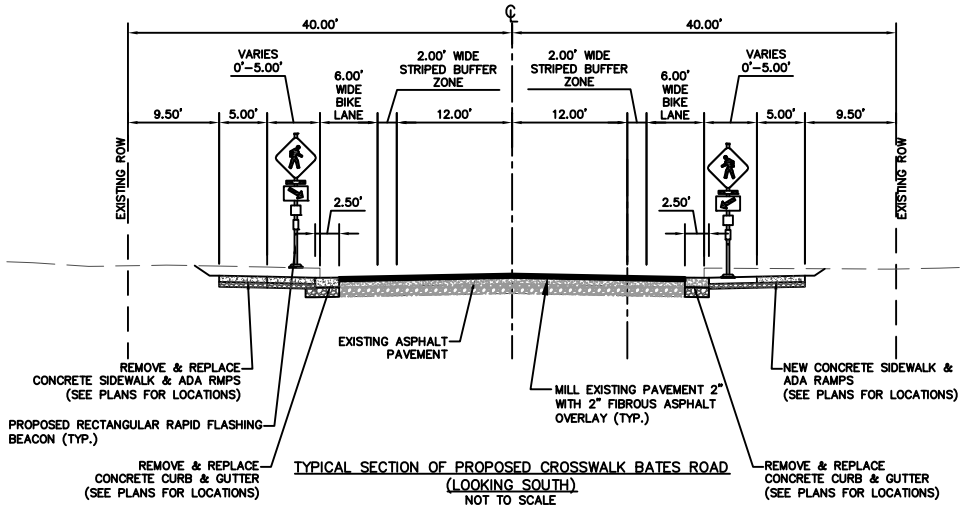
Specific Roadway Items				
Item	Quantity	Unit	Unit Price	Amount
MOBILIZATION	1	LS	\$70,000.00	\$70,000.00
TRAFFIC CONTROL	1	LS	\$13,500.00	\$13,500.00
CONSTRUCTION STAKING AND LAYOUT	1	LS	\$3,000.00	\$3,000.00
RELOCATE STREET SIGNS AS NECESSARY	1	LS	\$3,000.00	\$3,000.00
MILL EXISTING ASPHALT 2"	31,750	SY	\$5.00	\$158,750.00
PROPOSED 2" BP-1 ASPHALT CONCRETE SURFACE COURSE WITH FIBERS	3,572	TN	\$120.00	\$428,640.00
REMOVE AND REPLACE CONCRETE SIDEWALK - FULL DEPTH (INCLUDES ROCK SUBBASE)	100	SY	\$70.00	\$7,000.00
REMOVE AND REPLACE 6" VERTICAL CONCRETE CURB AND GUTTER (INCLUDES ROCK SUBBASE)	300	LF	\$70.00	\$21,000.00
4" DOUBLE YELLOW SOLID ALONG ASPHALT PORTION	7,300	LF	\$3.50	\$25,550.00
TURNING ARROW SYMBOLS ALONG ASPHALT PORTION	4	EA	\$165.00	\$660.00
4" WHITE SOLID PAVEMENT MARKING ALONG ASPHALT PORTION	240	LF	\$5.50	\$1,320.00
24" WHITE SOLID PAVEMENT MARKING	90	LF	\$30.00	\$2,700.00
SUBTOTAL				\$735,120.00

Specific Bicycle Items				
Item	Quantity	Unit	Unit Price	Amount
BICYCLE CHEVRON PAVEMENT MARKING	20	EA	\$200.00	\$4,000.00
BICYCLE STRAIGHT ARROW MARKING	20	EA	\$100.00	\$2,000.00
DEDICATED BICYCLE LANE R3-17 (WITH POST)	12	EA	\$1,000.00	\$12,000.00
DEDICATED BICYCLE LANE AHEAD R3-17A	2	EA	\$100.00	\$200.00
DEDICATED BICYCLE LANE ENDS R3-17B	2	EA	\$100.00	\$200.00
4" SOLID PAVEMENT MARKINGS -Buffer	14,000	LF	\$2.50	\$35,000.00
SUBTOTAL				\$53,400.00

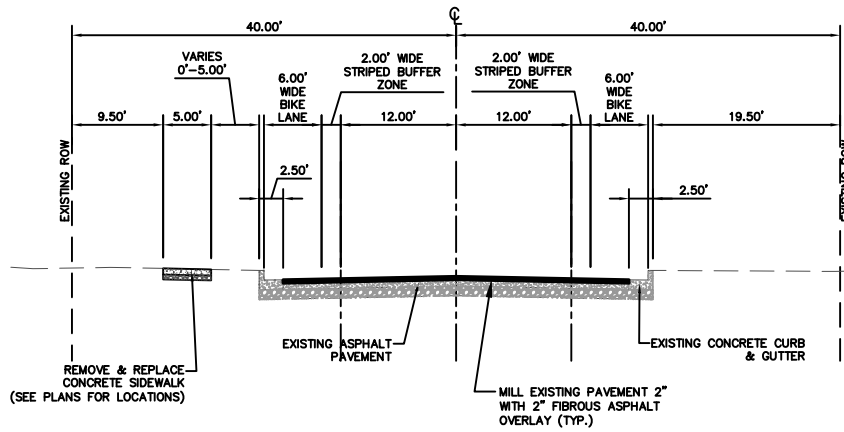
Specific Pedestrian Items				
Item	Quantity	Unit	Unit Price	Amount
CONCRETE SIDEWALKS REMOVE/ REPLACEMENT (INCLUDES SUBBASE)	200	SY	\$75.00	\$15,000.00
ADA CURB RAMPS (INCLUDES TRUNCATED DOMES)	6	EA	\$3,500.00	\$21,000.00
SILT SOCKS (EROSION CONTROL)	4	EA	\$75.00	\$300.00
"CROSSING TRAFFIC DOES NOT STOP" SIGN WITH POST	1	EA	\$3,500.00	\$3,500.00
INSTALL RECTANGULAR RAPID FLASHING BEACON SIGNAGE WITH POST	4	EA	\$6,000.00	\$24,000.00
INSTALL W11-2 PEDESTRIAN CROSSING SIGN	4	EA	\$400.00	\$1,600.00
INSTALL W16-P ARROW SIGN	4	EA	\$150.00	\$0.00
INSTALL HIGH VISIBILITY CROSSWALK	4	EA	\$1,800.00	\$7,200.00
PEDESTRIAN SOLAR BOLLARD LIGHTING	4	EA	\$4,000.00	\$16,000.00
SUBTOTAL				\$88,600.00

Miscellaneous Other Items				
Item	Quantity	Unit	Unit Price	Amount
SODDING AND LANDSCAPING	200	SY	\$15.00	\$3,000.00
SUBTOTAL				\$3,000.00

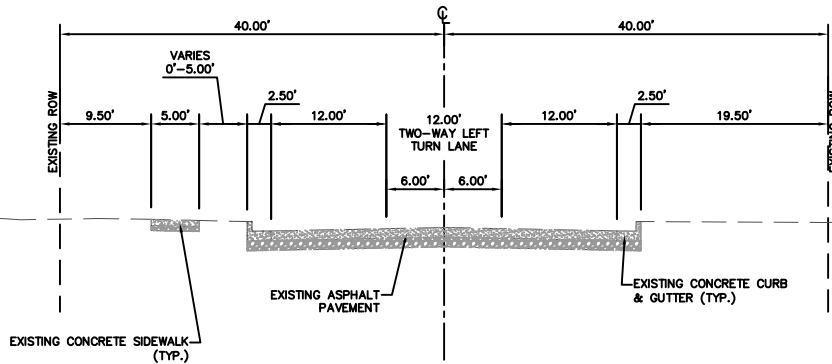
Construction Cost Total	\$880,120.00
Contingency	\$88,012.00
Inflation	\$77,450.56
Preliminary Engineering	\$156,837.38
Construction Engineering/Inspection	\$83,646.60
Project Total *	\$1,286,066.55



TYPICAL SECTION OF PROPOSED CROSSWALK BATES ROAD
(LOOKING SOUTH)
NOT TO SCALE



TYPICAL SECTION OF PROPOSED BATES ROAD
(LOOKING SOUTH)
NOT TO SCALE



TYPICAL SECTION OF EXISTING BATES ROAD
(LOOKING SOUTH)
NOT TO SCALE

T:\Clients\Dardenne Prairie\2101-23-4 Bates Road STP Grant\CIVIL DWG\BATES ROAD TYPICAL SECTIONS_STPS GRANT 2025.dwg Feb 03, 2025 - 5:20pm, cfo

W Weis Design Group
5291 Fifth Street Cottleville, MO 63304
www.weisdesigngroup.com | 636.207.0832

**BATES ROAD
TYPICAL SECTIONS
CITY OF DARDENNE PRAIRIE, MO**

Designed By:
MJS
Drawn By:
BTW
Checked By:
TPW

EXHIBIT A

RBA FORM (OFFICE USE ONLY)

MEETING DATE: 5/20/2026

Regular () Work Session (X)

ATTACHMENT: YES (X) NO ()

Contract () Ordinance () Other ()

**Request for Board Action
By: Staff**

• **Description:**

Agreements with St. Charles County for Use of St. Charles County Transportation Sales Tax Funds for Weldon Spring Road Phase 1, Bates Road Improvements Phase 1, and City-Wide Safe Routes to School

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

• **Summary/Explanation:**

The City has received three agreements from St. Charles County for the use of St. Charles County Transportation Sales Tax funds for transportation, roadway, pedestrian, bicycle, and safety improvements within the City of Dardenne Prairie.

Weldon Spring Road Phase 1 includes improvements to Weldon Spring Road from Technology Drive to Henning Road. The project includes roadway, stormwater, pedestrian, bicycle, and safety improvements, including a shared-use path, intersection improvements at Weldon Spring Road and Technology Drive, crosswalk improvements, RRFBs, lighting, signage, and related work.

Bates Road Improvements Phase 1 includes improvements to Bates Road from South Outer Road 364 to Red Hawk Parkway. The project includes pavement improvements, asphalt overlay, revised pavement markings, dedicated bicycle lanes, ADA ramp improvements, sidewalk replacement where needed, pedestrian crossing improvements, RRFBs, and related safety improvements.

City-Wide Safe Routes to School includes design for school-area pedestrian and safety improvements at multiple locations throughout the City. The project includes sidewalk improvements, ADA ramp improvements, RRFBs, high visibility crosswalk striping, solar flashing school zone signs, and related improvements intended to improve pedestrian visibility and safety near schools.

Staff recommends approval of the ordinances authorizing the City Administrator to negotiate and execute the three agreements with St. Charles County.

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

The agreements provide reimbursement funding from the St. Charles County Transportation Sales Tax Fund for eligible project costs.

Estimated funding summary:

Weldon Spring Road Phase 1

Total Project Cost: \$2,614,252.09

County Contribution: Not to exceed \$418,280.33

Federal Funds: \$2,091,401.67

Estimated City Share: \$104,570.09

Bates Road Improvements Phase 1

Total Project Cost: \$1,297,067.00

County Contribution: Not to exceed \$368,480.00

Federal Funds: \$836,466.00

Estimated City Share: \$92,121.00

City-Wide Safe Routes to School

Agreement Cost: \$110,000.00

County Contribution: Not to exceed \$88,000.00

Estimated City Share: \$22,000.00

The City will be responsible for the required local match, any costs not reimbursed by others, and any project costs exceeding the estimates identified in the agreements. Funding for the City's share has been included in the Capital Improvement Budget.

RBA requested by: Matthew Davidson

Date: 5/14/2026

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE AN AGREEMENT BY AND BETWEEN ST. CHARLES COUNTY AND THE CITY OF DARDENNE PRAIRIE FOR USE OF ST. CHARLES COUNTY TRANSPORTATION SALES TAX FUNDS FOR CITY-WIDE SAFE ROUTES TO SCHOOL

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

WHEREAS, the City of Dardenne Prairie, Missouri, submitted a request to St. Charles County, Missouri, to receive funds for improvements to City-Wide Safe Routes to School, including improvements within the areas of Feise Road to Town Square Boulevard, Hanley Road to Dardenne Woods Drive, Expedition Court to Ostmann School Entrance, Hanley Road to Bryan Road, and Brougham to Henning, hereinafter referred to as the “Project”; and

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

WHEREAS, the Board of Aldermen of the City of Dardenne Prairie, Missouri, finds and determines that it is to the benefit of the residents of the City to enter into the Agreement by and between St. Charles County, Missouri, and the City of Dardenne Prairie for Use of St. Charles County Transportation Sales Tax Funds for City-Wide Safe Routes to School.

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

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

SECTION 2. Savings Clause: Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

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

SECTION 4. Effective Date: This Ordinance shall take effect and be in force from and after its passage by the Board of Aldermen and its approval by the City Administrator of the City of Dardenne Prairie, Missouri.

Read two (2) times, passed, and approved this _____ day of _____, 2025.

Mayor

Attest:

City Clerk

Approved this _____ day of _____, 2025.

Mayor

Attest:

City Clerk

BILL NO. 26-29

ORDINANCE NO. _____

EXHIBIT A

**AGREEMENT BY AND BETWEEN
ST. CHARLES COUNTY, MISSOURI AND THE CITY OF DARDENNE PRAIRIE
FOR
USE OF ST. CHARLES COUNTY TRANSPORTATION SALES TAX FUNDS FOR
CITY-WIDE SAFE ROUTES TO SCHOOL**

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

On behalf of the County, the Roads and Traffic Department, hereinafter referred to as “Department” shall be responsible for project oversight, approvals, and reimbursement of allowable expenses.

In consideration of the mutual covenants herein contained, and other good and valuable consideration including the mutual recognition of the vital importance of **City-Wide Safe Routes to School** (the “Project”) for efficient traffic flow and for orderly development, the parties hereto agree as follows:

SECTION ONE
PREAMBLE

The County Executive has been authorized by Ordinance ____ - ____ to execute this agreement with the Municipality, and the Municipality has authorized the execution of this Agreement by Ordinance _____ for the use beginning in fiscal year 2026 of St. Charles County Transportation Sales Tax funds for improvements to the Project in an amount not to exceed **\$88,000.00** (“County Contribution Amount”).

SECTION TWO
SERVICES AND COUNTY FINANCIAL CONTRIBUTION

- A. The Municipality shall be responsible for the construction of the Project consisting of the road improvements substantially similar to those described in the Municipality's Road Board Application 25-10 attached hereto as **Attachment A** (hereinafter, "Application").
- B. The Project shall include: **(1) preparation of preliminary design plans**
- C. The total cost of the Project is estimated as **\$110,000.00**.
- D. The Municipality will be reimbursed by the County for **80%** of actual costs of the Project, up to a maximum of the County Contribution Amount. The Municipality will be responsible for the remainder of actual costs not reimbursed by others including those that exceed the estimate recited above and any decorative enhancements.

SECTION THREE
PLANS AND TRAFFIC STUDY SUBMISSION AND REVIEW

A. Conceptual Plans and Traffic Study (if applicable)

1. Conceptual Plans and Traffic Study Submittal. Prior to proceeding with any drafting of preliminary construction plans, the Municipality shall submit to the Department Conceptual Plans and/or Traffic Study for approval.
 - i. Conceptual Plans (if not approved with application) shall include, at minimum, a location sketch of proposed roadway, pedestrian, and bicycle improvements.
 - ii. Department may request a Traffic Study for projects impacting a major intersection or having significant impacts on an existing roadway. Upon the Department's request, the Department, Municipality, and Municipality's Consultant shall attend a scoping meeting prior to beginning the study. After the meeting, the Department shall review and must issue approval of the final study scope prior to commencement of the study. The completed Traffic Study shall include all requested scope items.
2. Review by the County. The Department will provide comments for the Municipality to address. Upon receipt of comments, the Municipality must provide the following:
 - i. Revised plans or study with comments addressed; and/or
 - ii. Confirmation that revisions will be made with the next plan submittal; and/or
 - iii. Specific clarification as to why revisions will not be made.
3. Approval of Conceptual Plans and Traffic Study. Once the Department reviewer has accepted that all comments have been sufficiently addressed and/or reasons why any comment will not be addressed, a letter of approval will be submitted to the Municipality.

B. Plan Submission Format. All Plan Submissions described above shall be submitted as an electronic copy (pdf format). Electronic submission can be provided via email (20MB limit). Anything over that limit shall utilize the County's file transfer system or any other sufficient document transfer method of the Municipalities preference.

C. Refusal to Address Plan Comments. If the Municipality refuses to address plan comments during any phase of design, or if responses to comments do not satisfy the Department, then the County shall have the right to terminate this Agreement and shall have no obligations to pay under this Agreement, by issuing a written notice of termination pursuant to this Section Three to the Municipality.

SECTION FOUR
MEETING REQUIREMENTS

The Municipality shall have a representative attend the Road Board meetings. This representative should be knowledgeable of the project status and funding. The Municipality shall complete a project update presentation on an annual basis as requested by the Department.

The Municipality shall hold a design kick off meeting with the selected engineering consultant prior to beginning Preliminary Design plans for the Project unless Department provides written consent that such meeting is not required. The Municipality shall invite Department to this meeting, providing at least two weeks' advance notice.

If the Municipality holds a public meeting during the project design phase, the Municipality shall invite Department to this meeting, providing at least two weeks' advance notice. Additionally, Municipality shall provide Department with proposed meeting materials at least one week in advance for review prior to the meeting date. Final materials shall be provided electronically to Department following the public meeting for inclusion on County's Active TIP webpage.

SECTION FIVE
STAFF TIME

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

SECTION SIX
TERM

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

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

SECTION SEVEN
TERMINATION

A. Termination for Breach:

1. Events of Breach: In addition to the breach of the obligations specifically set forth in the Agreement, the following shall constitute breach of this Agreement and reasons for the Agreement to terminate:
 - a. Municipality's Failure to comply with all the obligations set forth under this Agreement, as also stated elsewhere in this Agreement.
 - b. Municipality's Failure to Disclose: The Municipality's failure to disclose any other public funding sources than those listed in the Application already approved by the County Pursuant to this Agreement.
 - c. Municipality's Failure to fund or administer construction of the Project: In the event the Municipality fails to provide the administration and/or matching funds agreed to by the Municipality pursuant to this Agreement, Municipality agrees to pay all costs incurred by the County in having taken all the steps pursuant to this Agreement up to the time of the Municipality's failure to fund or administer.

d. In the event the Municipality fails to start and complete the Project outlined herein, Municipality shall pay damages to the County for failing to deliver the public services or improvements contemplated by this agreement while encumbering public funds and preempting their application to other projects. In the case when the County has made any reimbursement to the Municipality for any costs towards the Project, the Municipality shall reimburse the County back the entire amount the Municipality has received from the County, plus 10% of said amount. In the case the County has not made any disbursement to the Municipality, the Municipality shall forfeit the entire amount it would have otherwise received towards the cost of the project under this Agreement.

2. Remedies for Breach: In the event of a breach of this Agreement by either party hereto that is not remedied within thirty (30) days after delivery of written notice of such breach, the aggrieved party may terminate this Agreement by written notice to the other, which shall be effective on the 5th day following delivery. In the event of the County's breach of any terms and conditions of this Agreement, except for reasons outlined in this Agreement, the County agrees to pay all documented reasonable costs undisputed by the County and incurred by the Municipality as a direct result of the Municipality being denied County funds for the Project. In the event of the Municipality's breach of any terms and conditions of this Agreement, the County shall be entitled to, and the Municipality shall refund all funds paid to the Municipality, and the County shall have no further obligation to the Municipality to pay any funds pursuant to this Agreement

B. Termination for County's Failure to appropriate: Should the County fail to appropriate any funds in its annual budget ordinance for any of the fiscal years to which this Agreement applies, this Agreement will terminate upon notice to the Municipality by the County that the appropriation was not voted in the annual budget ordinance, which notice shall be sent, first-class mail, to the Municipality at the address stated in Section Fourteen of this Agreement. Upon such notice to the Municipality, the County's obligation to pay any further funds pursuant to this Agreement shall terminate immediately and no further funds shall be due and payable by the County to the Municipality for the Project.

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

SECTION EIGHT **COST OVERRUNS**

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

SECTION NINE
REMUNERATION

Requests for reimbursement by the County pursuant to Section Two shall be submitted to the Department for review and approval. Each reimbursement request shall include a project specific cover letter and a completed reimbursement summary form (in Excel format as provided by Department at project commencement or upon request), as well as supporting documentation of work completed, and proof of payment. Payments shall not exceed approved percentage (see Section Two) of actual expenses incurred by Municipality.

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

SECTION TEN
NOTICE

Any notice required or permitted to be given hereunder shall be deemed properly given if mailed by first-class mail to the address set out for each party at the end of this agreement. Notice to the County shall be sent to the St. Charles County Managing Director of Roads and Traffic. Notice to the Municipality shall be sent to its Matt Davidson, City Engineer, City of Dardenne Prairie, 2032 Hanley Road, Dardenne Prairie, MO 63368.

SECTION ELEVEN
SUPERVISION AND THE RELATIONSHIP OF THE PARTIES

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

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

SECTION TWELVE
INDEMNIFICATION

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

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

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

SECTION THIRTEEN
AUDIT

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

SECTION FOURTEEN
EXHIBITS

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

1. Exhibit "A": The Municipality's Road Board Application **RB25-10**

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

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

Executed by the County this _____ day of _____, 20____

Executed by the Municipality this _____ day of _____, 20____

CITY OF DARDENNE PRAIRIE, MISSOURI

ST. CHARLES COUNTY, MISSOURI

By _____

By _____

Title _____

Title _____

ATTEST:

ATTEST:

By _____

By _____

Title _____

County Registrar

CERTIFICATE OF DIRECTOR OF FINANCE

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

SIGNED: _____
Mike Sommer, Director of Finance

DATED: _____

Dardenne Prairie - City-wide SRTS

Project Type: Safety

Project Information:

Project Limits: Feise Rd to Town Square Blvd; Hanley Rd to Dardenne Woods Dr; Expedition Ct to Ostmann School Entrance; Hanley Rd to Bryan Rd; Brougham to Henning

Project Length(miles): 1.17

Federal Functional Class: Minor Collector; Major Collector; Local Road; Minor Arterial; Major Collector

Anticipated useful life (yrs): 25

Estimated Completion Date: October 31, 2028

ADT: Existing	ADT: Construction Year	ADT: Future/Projected
4,667	4,960	4,960

Sponsor Contact Information:

Sponsoring Agency: Dardenne Prairie
Contact Person: Cathy Pratt
Job Title: City Administrator
Phone Number: 636-561-1718
E-mail Address: cityadministrator@dardenneprairie.org

Financial:

Total Project	CRB Share	Sponsor Share	Federal	Other
\$692,323.36	\$209,433.89	\$52,358.47	\$430,531.00	\$

Sponsoring agency requesting Road Board funds for Design & Construction Only

Anticipate additional funds request in subsequent years?

Provide estimated additional amount to be requested:

- FUNDING
DESIGN ONLY

Project Schedule:

Anticipated Preliminary Plan Approval Date: December 31, 2026
Anticipated A-Date Approval Date: May 31, 2027
Anticipated PS&E Approval Date: December 31, 2027
Anticipated Construction Completion: October 31, 2028

Dardenne Prairie - City-wide SRTS

Project Type: Safety

Project Description:

Existing Conditions:

##Hanley Rd- This road has an elementary school (ICD), an early childhood center (Barfield), a church(ICD), a City Park and City Hall (Dardenne Prairie) as identified on the map. The current crosswalks have a lack of visibility and many of the existing ADA ramps are not compliant.##Feise Rd- The project area is at Prairie View Elem. The existing sidewalk crosses this busy intersection during peak times of school, creating a conflict between pedestrians vs. cars and buses entering the west entrance of the school.##Merriweather Lewis Dr.- At Ostmann Elem. no proper crosswalks or ramps and pedestrians conflict with vehicles at entrance.##Town Square Blvd- The project area is at and along Crossroads Elem. The sidewalk is in disrepair and asphalt.##Weldon Spring Rd-The project area is at John Weldon Elem. and the intersection of Brougham.The existing sidewalk crosses both the east and west entrances of school, creating a conflict between pedestrians vs. cars and buses during peak times.

Proposed roadway improvements:

None.

Proposed traffic flow improvements:

None.

Proposed safety improvements:

##Hanley Rd- install new solar RRFB's and high visibility striping at the two crossings; install 2 solar school zone signs at the south and north end of this zone.##Feise Rd-Provide new direct sidewalk to the school that parallels the entrance; install 2 solar school zone signs at the west and east end of this zone.##Meriweather Lewis-Add/replace 65 ft of sidewalk; install solar RRFB's and high visibility striping at the crossing; install 2 solar school zone signs will at the west and east end of this zone.##Town Square-Add/replace 1625 ft of sidewalk; install new solar RRFB's and high visibility striped crossings at the two crossings; install 2 solar school zone signs.##Weldon Spring Rd-Install new sidewalk to the school that parallels the entrance; install new solar RRFB's and high visibility striping at the crosswalk; install 2 solar school zone signs.All improvements within these five locations will provide better pedestrian visibility and protection from motorists.

Proposed bicycle/pedestrian improvements:

##Hanley Rd-Replace 4 ADA ramps; install new solar RRFB's and high visibility striping at the two crossings; install 2 solar school zone signs at the south and north end of this zone.##Feise Rd-Provide new direct sidewalk to the school that parallels the entrance; install 2 solar school zone signs at the west and east end of this zone.##Meriweather Lewis-Add/replace 65 ft of sidewalk; upgrade 4 ADA ramps; install solar RRFB's and high visibility striping at the crossing;

Dardenne Prairie - City-wide SRTS

Project Type: Safety

install 2 solar school zone signs will at the west and east end of this zone.##Town Square- Add/replace 1625 ft of sidewalk; upgrade 2 ADA ramps; install new solar RRFB's and high visibility striped crossings at the two crossings; install 2 solar school zone signs.##Weldon Spring Rd-Install new sidewalk to the school that parallels the entrance; replace 8 ADA ramps; install new solar RRFB's and high visibility striping at the crosswalk; install 2 solar school zone signs.

Proposed Gateway Green Light (GGL) improvements:

None.

Proposed GGL improvements been coordinated with Roads & Traffic? N/A

Utility Impacts:

Even though we do not anticipate utility conflicts it is standard practice to share the project drawings with all the utilities for their review. The striping, sidewalk additions, RRFB's and signage will be at existing grade and will not require deep excavations.

Safety Details:

Proposed typical section approved by Roads & Traffic? Yes

Any crashes within the proposed project limits in the last 3 years? Yes

Crash Reports:

Date	Time of Day	Location	Collision Type	Severity	Road Conditions	Light Conditions

Are there any documented or undocumented safety issue(s)? Yes

Please describe how the proposed roadway improvements/countermeasure(s) will address safety to reduce crashes.

#Hanley Rd at Barfield Early Childhood and ICD, the area is very busy, this project adds RRFB's; high visibility striping at the crosswalks; school zone signage.#Feise Rd at Prairie View, the pedestrians must cross with a busy entrance for buses and vehicles, this project adds a sidewalk parallel to the entrance to reduce the pedestrian and motorist interaction; school zone signage.#Meriweather Lewis Dr at Ostmann Elem, there are no proper crosswalks or ramps and pedestrians conflict with vehicles at the entrance, this project adds sidewalk with ADA curb ramps; RRFB's; high visibility striping at the crosswalk; school zone signage.#Town Square at Crossroads Elem will replace the failing sidewalk and add high visibility striping at the crosswalks.#Weldon Spring Rd at John Weldon Elem will add sidewalk with ADA curb ramps to

Dardenne Prairie - City-wide SRTS

Project Type: Safety

reduce the pedestrian & motorist interaction;RRFB's; high visibility striping at the crosswalks; school zone signage.All locations include imp. to increase safety

Countermeasure No.

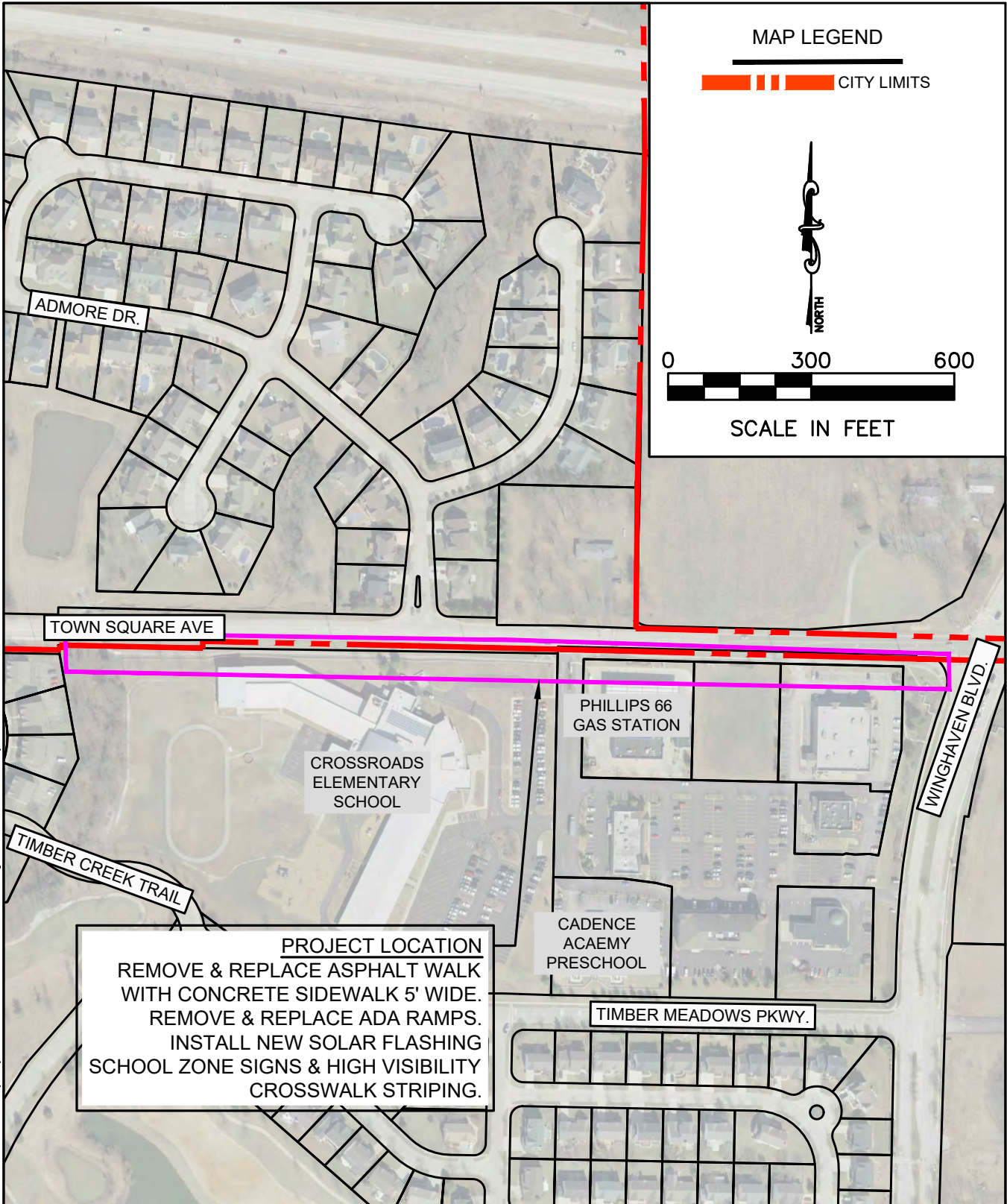
Countermeasure Name	CMF	CMF ID
RRFB's	0.31	11158
Install 5' Sidewalk	0.598	11246
High Visibility Striping for Crosswalk	0.61	4123

Is the proposed improvement(s) identified in any safety study? Yes

Please Explain:

Please identify the study or plan: St. Charles County Strategic Highway Safety Plan

Specify Other:



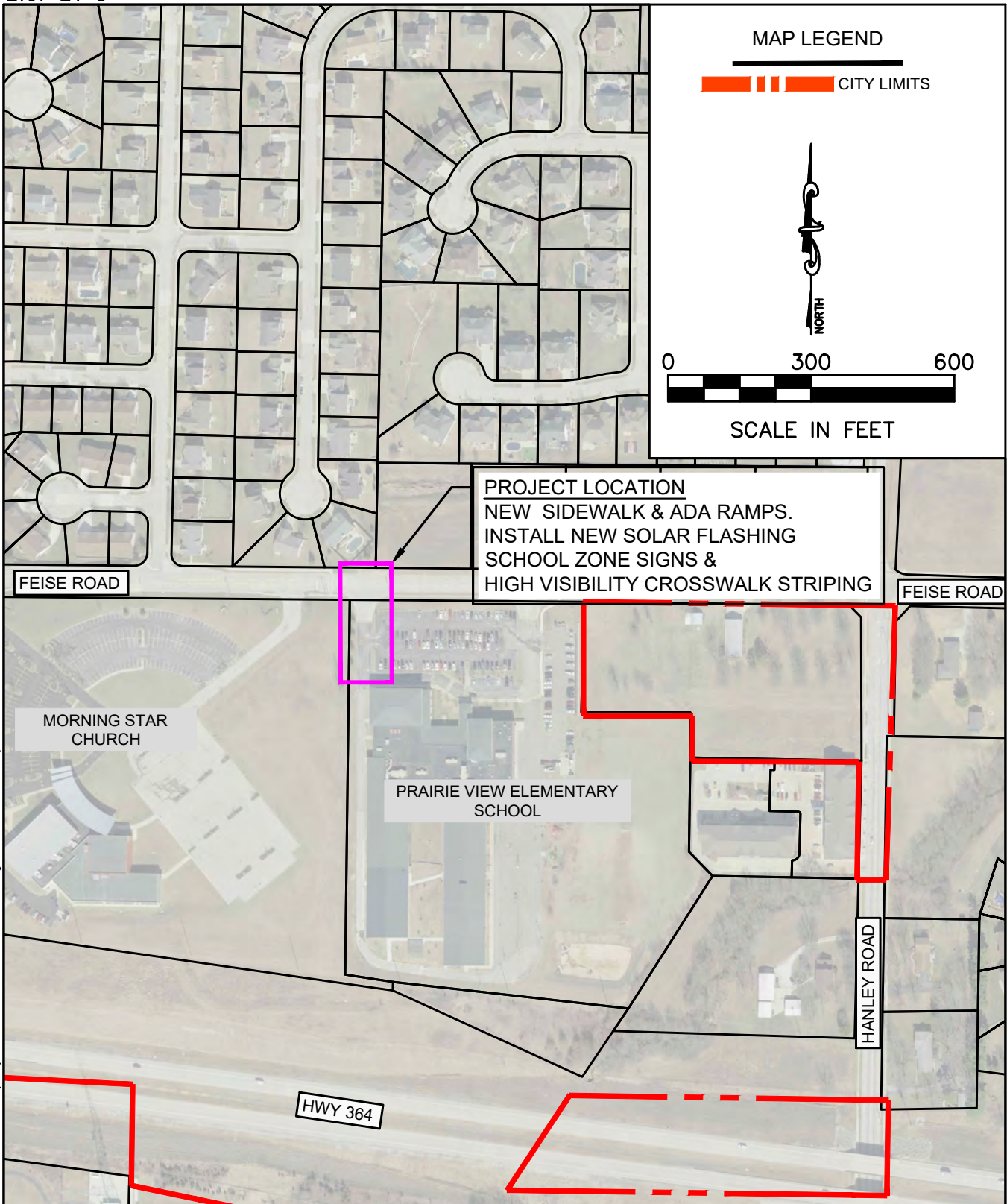
PROJECT LOCATION
 REMOVE & REPLACE ASPHALT WALK WITH CONCRETE SIDEWALK 5' WIDE.
 REMOVE & REPLACE ADA RAMPS.
 INSTALL NEW SOLAR FLASHING SCHOOL ZONE SIGNS & HIGH VISIBILITY CROSSWALK STRIPING.

I:\Clients\Dardenne Prairie\2101-24-3 DP SRTS TAP Grant\Map\LOCATION & DETAIL MAPS\GRANT 2025.dwg Jan 26, 2025 - 2:45pm, cro

Weis Design Group
 5291 Fifth Street Cottleville, MO 63304
 www.weisdesigngroup.com | 636.207.0832

**CROSSROADS ELEMENTARY
 LOCATION MAP
 CITY OF DARDENNE PRAIRIE, MO**

Designed By: MJS
Drawn By: CRO
Checked By: TPW



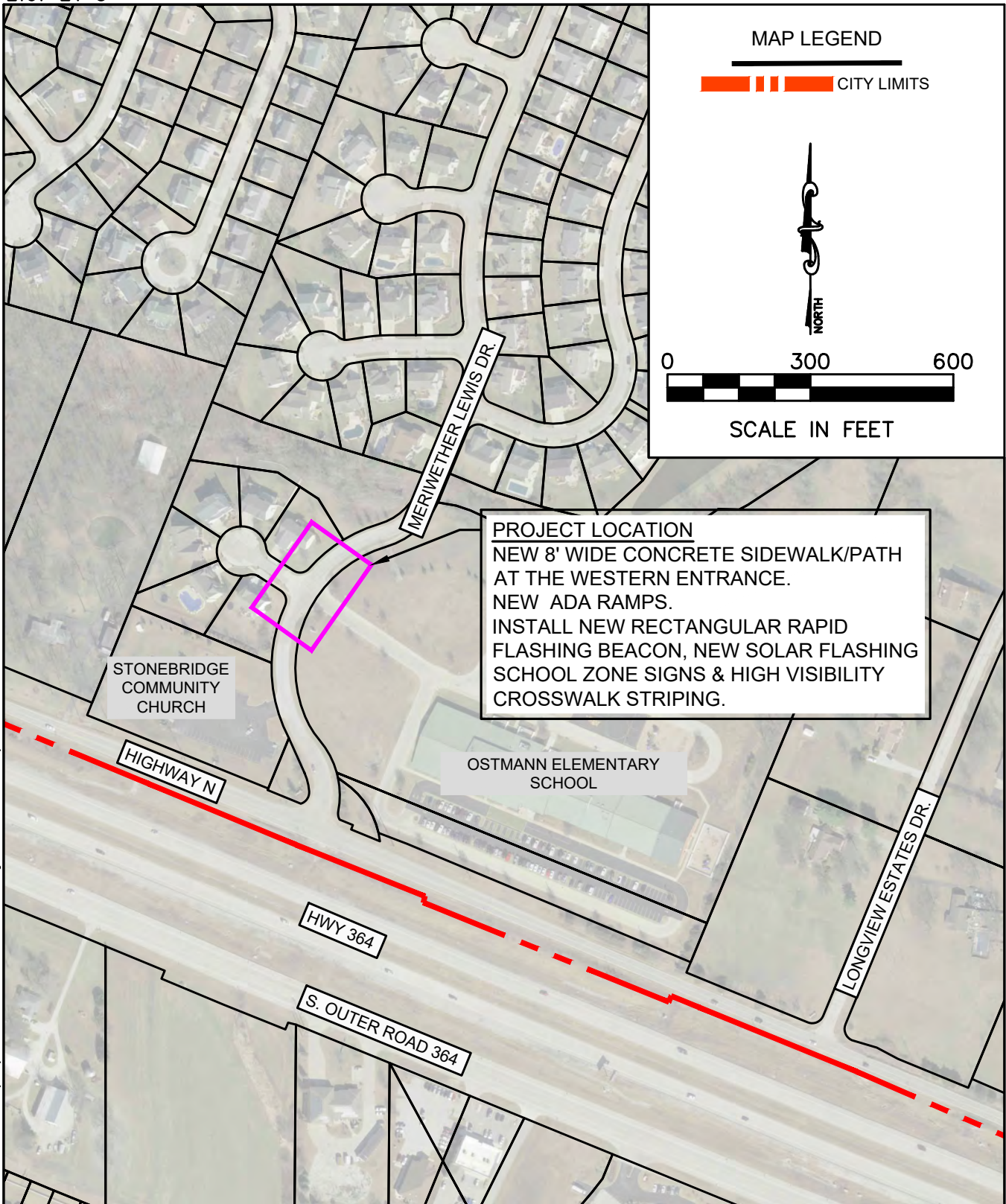
PROJECT LOCATION
 NEW SIDEWALK & ADA RAMPS.
 INSTALL NEW SOLAR FLASHING
 SCHOOL ZONE SIGNS &
 HIGH VISIBILITY CROSSWALK STRIPING

I:\Clients\Dardenne Prairie\2101-24-3 DP SRTS TAP Grant\Drawings\LOCATION & DETAIL MAPS_GRANT 2025.dwg Jan 26, 2025 - 5:23pm, cfo

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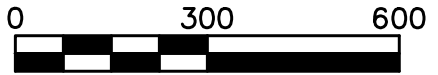
**PRAIRIE VIEW ELEMENTARY
 LOCATION MAP
 CITY OF DARDENNE PRAIRIE, MO**

Designed By: MJS
Drawn By: CRO
Checked By: TPW



MAP LEGEND

CITY LIMITS



SCALE IN FEET

PROJECT LOCATION

NEW 8' WIDE CONCRETE SIDEWALK/PATH
 AT THE WESTERN ENTRANCE.
 NEW ADA RAMP.
 INSTALL NEW RECTANGULAR RAPID
 FLASHING BEACON, NEW SOLAR FLASHING
 SCHOOL ZONE SIGNS & HIGH VISIBILITY
 CROSSWALK STRIPING.

STONEBRIDGE
COMMUNITY
CHURCH

OSTMANN ELEMENTARY
SCHOOL

HIGHWAY N

HWY 364

S. OUTER ROAD 364

LONGVIEW ESTATES DR.

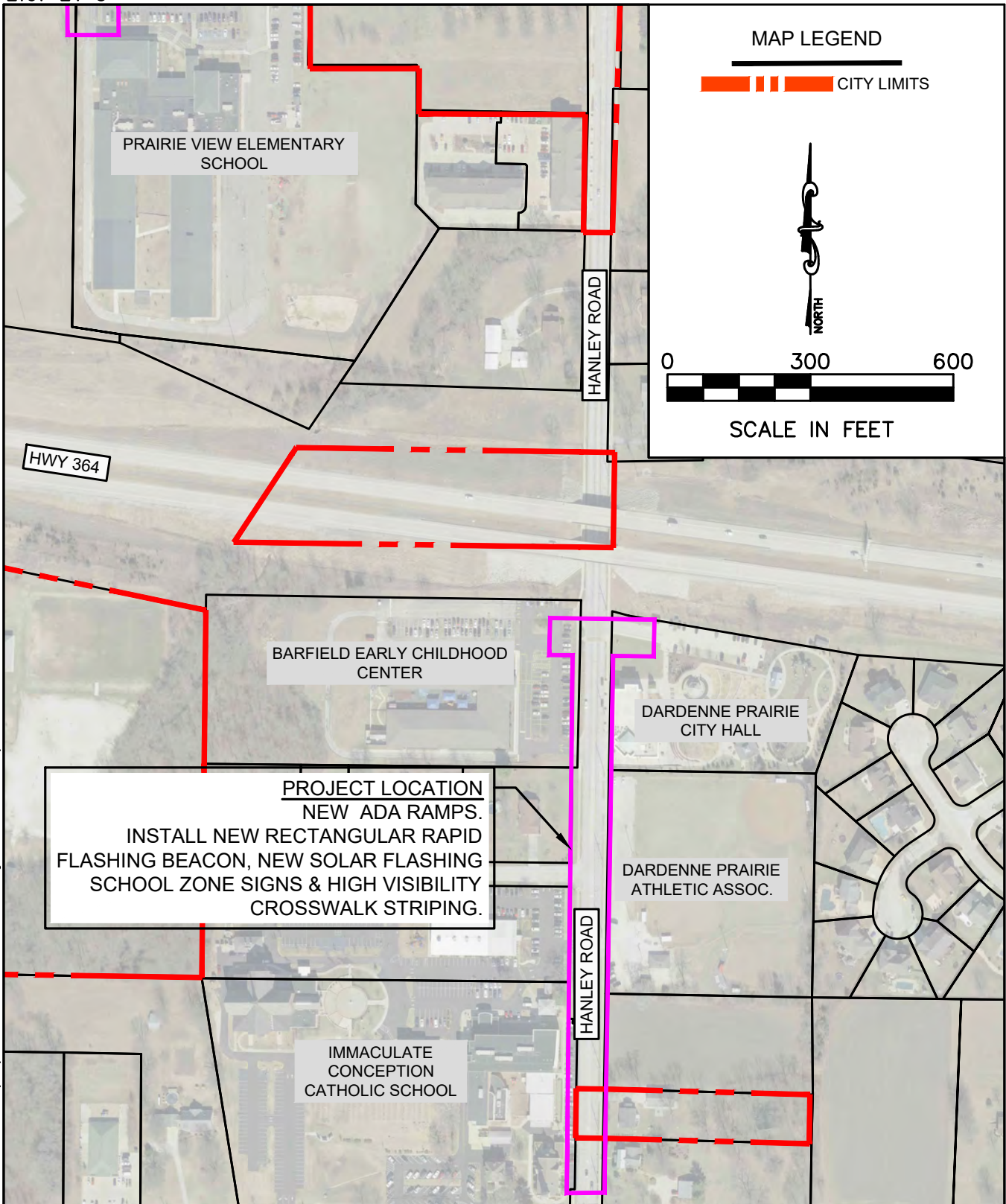
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W Weis Design Group
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 www.weisdesigngroup.com | 636.207.0832

OSTMANN ELEMENTARY SCHOOL
LOCATION MAP
CITY OF DARDENNE PRAIRIE, MO

Designed By:
MJS
 Drawn By:
CRO
 Checked By:
TPW

2101-24-3



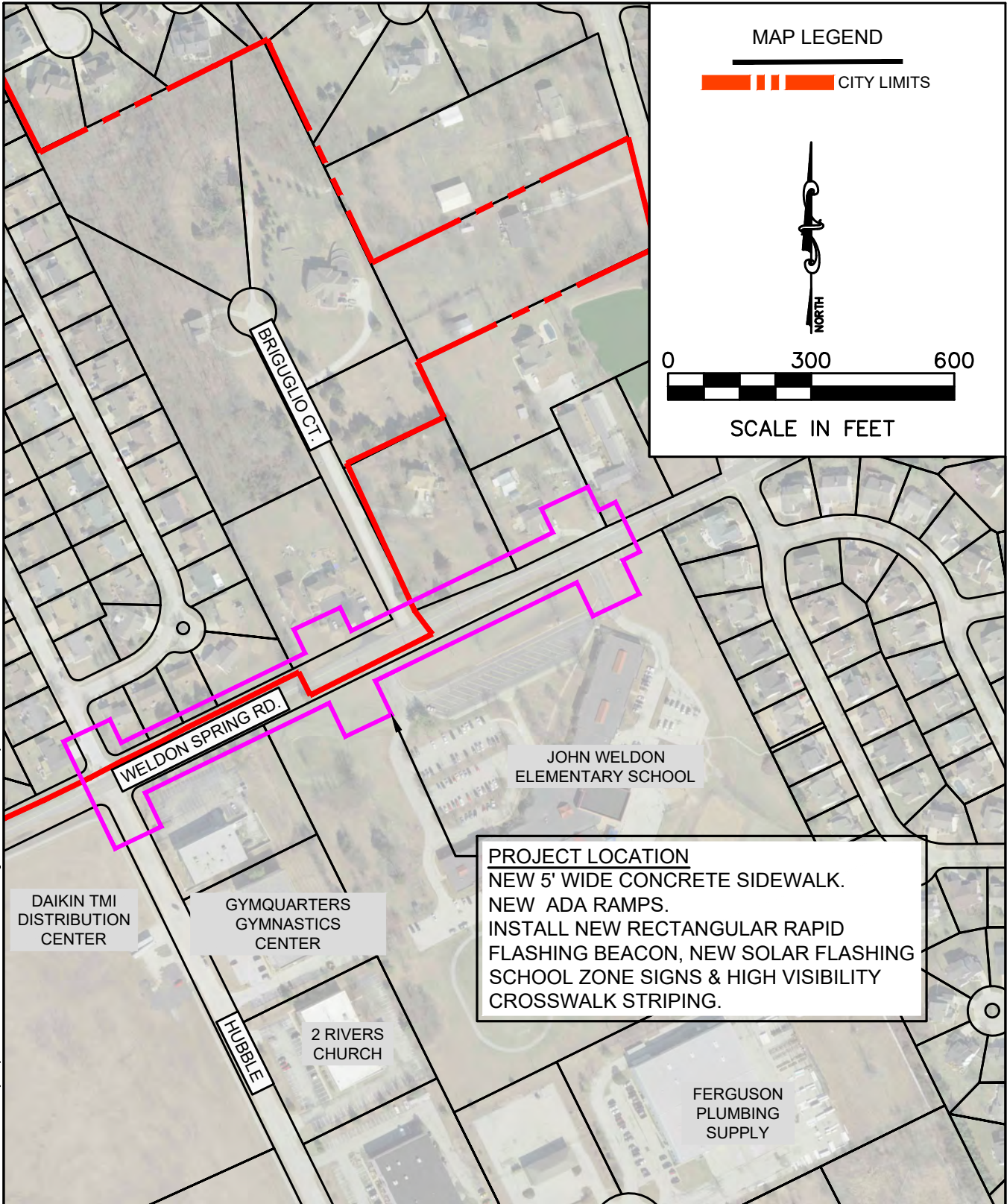
PROJECT LOCATION
 NEW ADA RAMPS.
 INSTALL NEW RECTANGULAR RAPID
 FLASHING BEACON, NEW SOLAR FLASHING
 SCHOOL ZONE SIGNS & HIGH VISIBILITY
 CROSSWALK STRIPING.

I:\Clients\Dardenne Prairie\2101-24-3 DP SRTS TAP Grant\Drawings\LOCATION & DETAIL MAPS_GRANT 2025.dwg Jan 26, 2025 - 5:29pm, cto

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**BARFIELD EARLY CHILDHOOD CENTER
 LOCATION MAP
 CITY OF DARDENNE PRAIRIE, MO**

Designed By: MJS
Drawn By: CRO
Checked By: TPW



MAP LEGEND

CITY LIMITS



SCALE IN FEET

PROJECT LOCATION
 NEW 5' WIDE CONCRETE SIDEWALK.
 NEW ADA RAMPS.
 INSTALL NEW RECTANGULAR RAPID FLASHING BEACON, NEW SOLAR FLASHING SCHOOL ZONE SIGNS & HIGH VISIBILITY CROSSWALK STRIPING.

I:\Clients\Dardenne Prairie\2101-24-3 DP SRTS TAP Grant\Drawings\LOCATION & DETAIL MAPS\GRANT 2025.dwg Jan 26, 2025 - 5:27pm, cvo

Weis Design Group
 5291 Fifth Street Cottleville, MO 63304
 www.weisdesigngroup.com | 636.207.0832

**JOHN WELDON ELEMENTARY
 LOCATION MAP
 CITY OF DARDENNE PRAIRIE, MO**

Designed By: MJS
Drawn By: CRO
Checked By: TPW

EXHIBIT A

RBA FORM (OFFICE USE ONLY)

MEETING DATE: 5/20/2026

Regular () Work Session (X)

ATTACHMENT: YES (X) NO ()

Contract () Ordinance () Other ()

**Request for Board Action
By: Staff**

• **Description:**

Agreements with St. Charles County for Use of St. Charles County Transportation Sales Tax Funds for Weldon Spring Road Phase 1, Bates Road Improvements Phase 1, and City-Wide Safe Routes to School

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

• **Summary/Explanation:**

The City has received three agreements from St. Charles County for the use of St. Charles County Transportation Sales Tax funds for transportation, roadway, pedestrian, bicycle, and safety improvements within the City of Dardenne Prairie.

Weldon Spring Road Phase 1 includes improvements to Weldon Spring Road from Technology Drive to Henning Road. The project includes roadway, stormwater, pedestrian, bicycle, and safety improvements, including a shared-use path, intersection improvements at Weldon Spring Road and Technology Drive, crosswalk improvements, RRFBs, lighting, signage, and related work.

Bates Road Improvements Phase 1 includes improvements to Bates Road from South Outer Road 364 to Red Hawk Parkway. The project includes pavement improvements, asphalt overlay, revised pavement markings, dedicated bicycle lanes, ADA ramp improvements, sidewalk replacement where needed, pedestrian crossing improvements, RRFBs, and related safety improvements.

City-Wide Safe Routes to School includes design for school-area pedestrian and safety improvements at multiple locations throughout the City. The project includes sidewalk improvements, ADA ramp improvements, RRFBs, high visibility crosswalk striping, solar flashing school zone signs, and related improvements intended to improve pedestrian visibility and safety near schools.

Staff recommends approval of the ordinances authorizing the City Administrator to negotiate and execute the three agreements with St. Charles County.

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

The agreements provide reimbursement funding from the St. Charles County Transportation Sales Tax Fund for eligible project costs.

Estimated funding summary:

Weldon Spring Road Phase 1

Total Project Cost: \$2,614,252.09

County Contribution: Not to exceed \$418,280.33

Federal Funds: \$2,091,401.67

Estimated City Share: \$104,570.09

Bates Road Improvements Phase 1

Total Project Cost: \$1,297,067.00

County Contribution: Not to exceed \$368,480.00

Federal Funds: \$836,466.00

Estimated City Share: \$92,121.00

City-Wide Safe Routes to School

Agreement Cost: \$110,000.00

County Contribution: Not to exceed \$88,000.00

Estimated City Share: \$22,000.00

The City will be responsible for the required local match, any costs not reimbursed by others, and any project costs exceeding the estimates identified in the agreements. Funding for the City's share has been included in the Capital Improvement Budget.

RBA requested by: Matthew Davidson

Date: 5/14/2026

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE A PROFESSIONAL SERVICES CONTRACT BY AND BETWEEN THE CITY AND HORNER & SHIFRIN, INC. FOR ENGINEERING SERVICES RELATED TO THE WELDON SPRING ROAD PHASE 1 IMPROVEMENT PROJECT, STBG-5407(623)

WHEREAS, the City of Dardenne Prairie, Missouri, has undertaken a roadway improvement project known as the Weldon Spring Road Phase 1 Improvement Project, STBG-5407(623), generally located along Weldon Spring Road from Technology Drive to Henning Road; and

WHEREAS, the Project is anticipated to include pavement rehabilitation, roadway and intersection improvements, drainage improvements, pedestrian and bicycle facilities, shared-use path improvements, lighting, right-of-way support, utility coordination, and related improvements; and

WHEREAS, the Project is funded in part through federal Surface Transportation Block Grant funds administered through the East-West Gateway Council of Governments and the Missouri Department of Transportation Local Public Agency program, together with local and/or other matching funds; and

WHEREAS, the City issued a Request for Qualifications for professional engineering services for the Project in accordance with applicable federal, state, and MoDOT Local Public Agency consultant selection requirements; and

WHEREAS, following review and evaluation of the submitted Statements of Qualifications, Horner & Shifrin, Inc. was selected as the most qualified firm to provide professional engineering services for the Project; and

WHEREAS, Horner & Shifrin, Inc. has submitted a scope of services and fee proposal for professional engineering services related to the Project; and

WHEREAS, City staff has reviewed the proposed scope of services and fee proposal and finds the same to be fair, reasonable, and in the best interest of the City, subject to final contract review, MoDOT concurrence, and approval as required by the MoDOT Local Public Agency process; and

WHEREAS, the Board of Aldermen finds and determines that it is in the best interest of the citizens of Dardenne Prairie to authorize the City Administrator to negotiate and execute a professional services contract with Horner & Shifrin, Inc. 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 form, term, and provisions of the contract by and City of Dardenne Prairie, Missouri and Horner & Shifrin, Inc. for professional engineering services

related to the Weldon Spring Road Phase 1 (STBG-5407(623)), attached hereto marked as **Exhibit "A"**, and incorporated by reference herein (the "Contract"), be and they hereby are approved and the City Administrator is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Agreement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Agreement and this Ordinance.

SECTION 2. Savings Clause: Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

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

SECTION 4. Effective Date: This Ordinance shall take effect and be in force from and after its passage by the Board of Aldermen and its approval by the City Administrator of the City of Dardenne Prairie, Missouri.

Read two (2) times, passed, and approved this _____ day of _____, 2025.

Mayor

Attest:

City Clerk

Approved this _____ day of _____, 2025.

Mayor

Attest:

City Clerk

BILL NO. 26-30

ORDINANCE NO. _____

EXHIBIT A

SPONSOR: CITY OF DARDENNE PRAIRIE, MISSOURI
LOCATION: WELDON SPRING ROAD
PROJECT: WELDON SPRING ROAD (PHASE 1)

THIS CONTRACT is between The City of Dardenne Prairie, Missouri, hereinafter referred to as the "Local Agency", and Horner & Shifrin, Inc. located at 401 S. 18th Street, Suite 400, St. Louis, Missouri 63103-2296, hereinafter referred to as the "Engineer".

INASMUCH as funds have been made available by the Federal Highway Administration through its STP-S funds, coordinated through the Missouri Department of Transportation, the Local Agency intends to construct a 10' shared-use path, realign an intersection, improve pavement, and add mid-block crossings along Weldon Spring Road from Technology Drive to Henning Road and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

ARTICLE I – SCOPE OF SERVICES

See Attachment A

ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

- A. DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0% of the total Agreement dollar value.
- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, 0% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING <u>ADDRESS</u> N/A	<u>TYPE OF DBE SERVICE</u>	TOTAL \$ VALUE OF THE DBE <u>SUBCONTRACT</u>	CONTRACT \$ AMOUNT TO APPLY TO TOTAL <u>DBE GOAL</u>	PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO <u>TOTAL GOAL</u>
---	------------------------------------	---	--	---

ARTICLE III-ADDITIONAL SERVICES

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the Local Agency;
- B. provide the Engineer with the Local Agency's requirements for the project;
- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);
- F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

ARTICLE V - PERIOD OF SERVICE

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

- A. PS&E Approval by MODOT shall be completed on September 30, 2029
- B. Construction Phase shall be completed 60 days after construction final completion schedule.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

ARTICLE VI – STANDARDS

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT’s Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

ARTICLE VII - COMPENSATION

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

- A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$35,897.34, with a ceiling established for said design services in the amount of \$306,364.00, which amount shall not be exceeded.
- B. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$0, with a ceiling established for said inspection services in the amount of \$0, which amount shall not be exceeded.
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:
 - 1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
 - 2. An amount calculated at 170.05% of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus general administrative overhead, based on the Engineer’s system for allocating indirect costs in accordance with sound accounting principles and business practice, plus Facilities Capital Costs of Money (FCCM), plus
 - 3. Not used
 - 4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus

5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.
- E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.
- H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of:

Sub-Consultant Name	Address	Services
Mound City Archaeological Services	PO Box 190614 St. Louis, MO 63119	Cultural Resources

ARTICLE X - PROFESSIONAL ENDORSEMENT

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

ARTICLE XI - RETENTION OF RECORDS

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

ARTICLE XII - OWNERSHIP OF DOCUMENTS

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT

- A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.
- B. Should the Agreement be suspended or terminated for the convenience of the Local Agency,

the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

- C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.
- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.
- E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.
 - 1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
 - 2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.
 - 3. Any material contract breach by the Local Agency.

ARTICLE XIV - DECISIONS UNDER THIS CONTRACT

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

ARTICLE XV - SUCCESSORS AND ASSIGNS

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XVI - COMPLIANCE WITH LAWS

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

ARTICLE XVIII - NONDISCRIMINATION

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, religion, sex, sexual orientation, gender identity, color, national origin, age, or disability in the selection and retention of subcontractors. The Engineer will comply with state and federal statutes and regulations related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of race, religion, sex, sexual orientation, gender identity, color, national origin, age, or disability. The Engineer shall provide all information and reports, and permit access to its records, as determined by the Department of Transportation to be necessary to ascertain compliance with this section. If the Engineer fails to comply with this section, the Local Agency may withhold payments under the Agreement or cancel, terminate, or suspend the Agreement.

ARTICLE XIX – LOBBY CERTIFICATION

CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

ARTICLE XX – INSURANCE

- A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or

death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.
- C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
 - 1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;
 - 2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence;
 - 3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
 - 4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.
- D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.
- E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

ARTICLE XXI - ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service and Estimate of Cost

Attachment B – Not Used

Attachment C - Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions.

Attachment D - Certification Regarding Debarment, Suspension, and Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions.

Attachment E – DBE Contract Provisions

Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this 14th day of May, 2026.

Executed by the County/City this __ day of _____, 20__.

FOR: _____ **COUNTY/CITY, MISSOURI**
County Commission

BY: _____
Presiding Commissioner

ATTEST: _____
County Clerk

FOR: HORNER & SHIFRIN, INC.

BY: Sarah Vanhooser, Assistant Regional Manager

Title

ATTEST: _____

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

COUNTY ACCOUNTING OFFICER
COUNTY AUDITOR - 1st and 2nd Class Counties
COUNTY CLERK - 3rd and 4th Class Counties

ATTACHMENT A

Scope of Services and Estimate of Cost

Subject:	Weldon Spring Road - Phase 1		
Job No.:	260239000		
File:			
By:	SEV	Date:	May 12, 2026



**Weldon Spring Road - Phase 1
Dardenne Prairie, MO**

SCOPE OF SERVICES & ESTIMATE OF COST

TASK	Project Principal	Project Manager	Roadway Lead	Project Engineer	Safety/Traffic Lead	QA/QC Manager	Drone Pilot	Licensed Surveyor	Survey Technician LSI	Survey Technician 2nd Man	Survey 1-Person Crew	Hours	Cost
Hourly Rate =	\$75.00	\$68.00	\$53.00	\$40.00	\$65.00	\$75.00	\$50.00	\$70.00	\$46.00	\$37.00	\$58.00	Total	Total
PROJECT MANAGEMENT													
Project Management	2	22										24	\$1,646
Project Administration/Invoicing	1	8										9	\$619
Meetings with City (4)	4	6	4		4							18	\$1,180
Meetings with MoDOT for Technology Drive (4)	4	8	4		4							20	\$1,316
Meetings with School and Local Stakeholders (Up to 3)	1	6	2		4							13	\$849
Meeting Minutes, Summaries, Materials Preparation	1	12	2		4							19	\$1,257
Subconsultant Management	2	4	2									8	\$528
												111	\$7,395
CONCEPTUAL REFINEMENT													
<i>CONCEPTUAL REFINEMENT:</i>													
Typical Section Options (Up to 3)		4	8	2								14	\$776
Intersection Alignment Options at Technology Drive (Up to 2)		4	14	2	4							24	\$1,354
Intersection Options at Henning Drive (Up to 3)		4	8	2	6							20	\$1,166
Mid-Block Crossing Layouts (Up to 2)		4	2	2	6							14	\$848
Widening Options at J.W. Elementary School (Up to 2)		2	4	2	4							12	\$688
												84	\$4,832
PRELIMINARY PLANS (30%)													
<i>SITE VISITS:</i>													
Survey Field Check	3	3	3		3							12	\$783
<i>PRELIMINARY DESIGN:</i>													
Incorporate Survey		1	2									3	\$174
Aerial Photo Setup		1	2									3	\$174
GIS Contours			2	1								3	\$146
Establish Horizontal Alignment		1	4	2								7	\$360
Establish Vertical Alignment		1	2									3	\$174
Sight Distance/Sight Triangle Analysis		1	4	2	2							9	\$490
Shared Use Path Horizontal Alignment Layout/Design		4	6	4	1							15	\$815
Shared Use Path Vertical Profile Layout/Design		1	6	4								11	\$546
Entrance Design (9)		1	18	2								21	\$1,102
Curb Ramp Layout		1	6	2								9	\$466
Corridor Modeling		1	28	12								41	\$2,032
Mid-Block Crossings		1	1	4	6							12	\$671
Intersection Design		2	12	6	6							26	\$1,402
Widening Design along Weldon Spring Rd		2	12	6	2							22	\$1,142
Lighting Layout		1	4	2								7	\$360
Drainage Area Analysis		2	4	12								18	\$828
Storm Sewer Layout/Spread Analysis		2	24	32								58	\$2,688
Hydraulic Analysis		1	20	6								27	\$1,368
Ditch Design		1	6	8								15	\$706
Retaining Wall Layout		1	2	4								7	\$334
Traffic Control Concept	2	1	2		4							9	\$584
Construction Limits			1	2								3	\$133
Right-of-Way and Easement Delineation		1	6	6								13	\$626
Utility Coordination Meetings		2	4	8								14	\$668
Utility Conflict Identification		2	4	8								14	\$668
Preliminary Plan Quantity Takeoff		6	8	12								26	\$1,312
Preliminary Plan Construction Cost Estimate		6	4									10	\$620
<i>PRELIMINARY PLAN DRAWINGS:</i>													
Title Sheet		2	1	4								7	\$349
Legend & General Notes		1	4	2								7	\$360
Typical Section Sheets		2	8	4								14	\$720
Retaining Wall Plan/Elevation Sheet		1	4	6								11	\$520
Plan/Profile Sheets (20 Scale)		2	16	24								42	\$1,944
Cross Section Sheets		2	12	24								38	\$1,732
<i>PUBLIC MEETING (1)</i>													
Prepare Exhibits	1	4	2	8								15	\$773
Attend Meeting	2	4	4	4								14	\$794
<i>SUBMITTALS:</i>													
NEPA - RER Submittal		1	2	4								7	\$334
Threatened and Endangered Species		1	1	6								7	\$308
Section 106		1		4								5	\$228
Preliminary Plans Submittal		2	1	2								5	\$269
Address City Preliminary Plan Comments		2	4	4								10	\$508
Submittal to MoDOT and County		2	1									3	\$189
Address MoDOT and County Comments		2	2	2								6	\$322
<i>QC/QA:</i>													
Design Review	1				2	4						7	\$505
Revisions			2	8								10	\$426
												626	\$31,653
ROW PLANS													
<i>ROW DESIGN:</i>													
Determine R/W & Easement Limits & Areas		1	4	2								7	\$360
<i>ROW PLAN DRAWINGS:</i>													
Title Sheet				2								2	\$80
Coordinate Points & Reference Points Sheet			1	2								3	\$133
Plan Sheets (20 Scale)			6	12								18	\$798
<i>ROW DOCUMENTS:</i>													
Prepare Easement Exhibits (10 parcels)									29			29	\$1,334
Prepare Easement Descriptions (10 parcels)									12			12	\$552
Review Plats & Legals		1					4	4				9	\$532
Title Commitments (10)									14			14	\$644
<i>SUBMITTALS:</i>													
Submit ROW Plans for Review		1	4	2								7	\$360
Submit ROW Documents for Review		1	2									3	\$174
Address City Comments			4	4								8	\$372
<i>QC/QA:</i>													
Design Review		2	2			4						8	\$542

Subject:	Weldon Spring Road - Phase 1		
Job No.:	260239000		
File:			
By:	SEV	Date:	May 12, 2026



**Weldon Spring Road - Phase 1
Dardenne Prairie, MO**

SCOPE OF SERVICES & ESTIMATE OF COST

TASK	Project Principal	Project Manager	Roadway Lead	Project Engineer	Safety/Traffic Lead	QA/QC Manager	Drone Pilot	Licensed Surveyor	Survey Technician LS1	Survey Technician 2nd Man	Survey 1-Person Crew	Hours	Cost											
Revisions			1	4								5	\$213											
FINAL PLANS AND SPECIFICATIONS												125	\$6,094											
<i>SITE VISITS:</i>																								
Final Site Visit		4	4	4	4							16	\$904											
<i>FINAL DESIGN:</i>																								
Finalize Shared Use Path Horizontal Alignment Layout/Design		1	2	4	2							9	\$464											
Finalize Shared Use Path Vertical Profile Layout/Design		1	2	4								7	\$334											
Finalize Entrance Design		1	9	3	1							14	\$730											
Finalize Curb Ramp Design		1	2	1	1							5	\$279											
Finalize Corridor Model		1	20	12								33	\$1,608											
Finalize Mid-Block Crossings		1	1	8	2							12	\$571											
Finalize Intersection Design		2	16	8	4							30	\$1,564											
Finalize Lighting Layout		1	4	2	2							9	\$490											
Finalize Gutter Capacity/Inlet Layout		1	4	12								17	\$760											
Finalize Storm Sewer System Model		1	16	30								47	\$2,116											
Finalize Ditch Design		1	2	8								11	\$494											
Finalize Retaining Wall Design		1	8	12								21	\$972											
Pavement Marking Layout		1	4	8	8							21	\$1,120											
Signing Layout		1	4	12	8							25	\$1,280											
Traffic Control Plans		1	4	12	12							29	\$1,540											
Erosion Control Layout		1	4	8								13	\$600											
Utility Coordination Meetings		4	4	8								16	\$804											
Utility Relocation Plan Coordination/Review		2	6	16								24	\$1,094											
Final Plan Quantity Takeoff		2	4	16								22	\$988											
Final Plan Construction Cost Estimate		2	6									8	\$454											
<i>FINAL PLAN DRAWINGS:</i>																								
Title Sheet		1	1	4								6	\$281											
Legend & General Notes		1	4	1								6	\$320											
Summary of Quantities "A" Sheet		1	1	4								6	\$281											
Summary of Quantities "B" Sheet		1	1	6								8	\$361											
Typical Sections		2	4	8								14	\$668											
Plan/Profile Sheets (20 Scale)		2	8	16								26	\$1,200											
Intersection Detail Sheets		2	4	8								14	\$668											
ADA/PROWAG Standard Detail Sheets		1	1	2								4	\$201											
Retaining Wall Detail Sheets		1	3	6								10	\$467											
Storm Sewer Sheets		1	12	30								43	\$1,904											
Pavement Markings Plans		1	2	8	2							13	\$624											
Signing Plans		1	2	8	2							13	\$624											
Mid-Block Crossing Detail Sheets		1	6	8	4							19	\$966											
Erosion Control Plans		1	2	8								11	\$494											
Traffic Control Plans		1	6	16	4							27	\$1,286											
RRFB Details		1	1	6	4							12	\$621											
Cross Section Sheets		1	8	12								21	\$972											
Standard & Special Details		2	8	12	2							24	\$1,170											
<i>SPECIFICATIONS:</i>																								
Front End Boiler Plate Specifications Manual			8									8	\$544											
Job Special Provisions	1	16			8							25	\$1,683											
<i>SUBMITTALS:</i>																								
Submit Draft PS&E for Review		2										2	\$136											
Address Review Comments from City		2	4	8	2							16	\$798											
Submit Final PS&E to MoDOT & County		2										2	\$136											
<i>QC/QA:</i>																								
Design Review	2	2			4	8						16	\$1,146											
Revisions		2	4	12								18	\$828											
												753	\$37,545											
SURVEY																								
<i>Horner & Shifrin</i>																								
Set Control											2	2	\$116											
Drone Survey & Processing							14					14	\$700											
Deed & Plat Research (5 plats, 8 deeds, 1-64 ROW Plans)								3				3	\$138											
Pre-field Plot of Deeds/Plats/Land Ties/Etc.								20				20	\$920											
Field Corner Research									3		3	6	\$285											
Field Corner Locate									3		3	6	\$285											
Utility Research								2.5				2.5	\$115											
Field Topo								30			38	68	\$3,584											
Invert Collection									8			8	\$296											
Additional Pickup Survey (1 day)											8	8	\$464											
Control Point Every 1,000' with 3 Point Ties								4				4	\$184											
Office Calculations (boundary resolution)								8				8	\$368											
Drafting												0	\$0											
Review								2				2	\$140											
												152	\$7,595											
BIDDING AND CONSTRUCTION SUPPORT																								
Bidding Documents	1	2										3	\$211											
Pre-Bid Meeting		4										4	\$272											
Pre-Construction Meeting		2										2	\$136											
Respond to Bidder Questions		2										2	\$136											
Construction RFIs		2		8								10	\$456											
												21	\$1,211											
SCOPE OF SERVICES SUBTOTAL												28	265	542	668	138	16	14	6	126.5	14	54	1871.5	\$96,325
SUBCONSULTANTS																								
<i>Mound City Archeological Services - Cultural Resources Survey</i>																								\$5,200
																								\$5,200
REIMBURSABLES																								
<i>Mileage (200 miles x \$0.725/mile)</i>																								\$140
<i>Title Reports (10 parcels @ \$500/parcel)</i>																								\$5,000
																								\$5,140
ADDITIONAL SERVICES SUBTOTAL																							0	\$10,340

Subject:	Weldon Spring Road - Phase 1		
Job No.:	260239000		
File:			
By:	SEV	Date:	May 12, 2026



**Weldon Spring Road - Phase 1
Dardenne Prairie, MO**

SCOPE OF SERVICES & ESTIMATE OF COST

TASK	Project Principal	Project Manager	Roadway Lead	Project Engineer	Safety/Traffic Lead	QA/QC Manager	Drone Pilot	Licensed Surveyor	Survey Technician LSI	Survey Technician 2nd Man	Survey 1-Person Crew	Hours	Cost
TOTAL	28	265	542	668	138	16	14	6	126.5	14	54	1871.5	\$106,665

TASK	Hours	Direct Labor	OH 170.05%	Fixed Fee 13.80%	Reimb.	Total
Subconsultants						\$5,200.00
Total	1872	\$ 96,325.00	\$163,800.66	\$35,897.34	\$5,140.00	\$306,364.00

Notes:
 Project limits are Technology Drive to Henning Road
 Boundary survey will be completed to establish right of way and property lines, title reports will be purchased for up to ten parcels with permanent or temporary easements.
 Water quality and detention design are not included.
 Utility coordination will include contacting local utility companies to determine location of existing facilities and coordinating relocations. Design of utility relocations is not included.
 Assume Section 401/404 is a Nationwide Permit, not Individual
 Deliverables to the City, including bid documents, will be in PDF format.
 Property acquisition to be conducted by the City.
 Construction services will not be provided by Horner & Shifrin, all construction related work will be the responsibility of the City.
 Geotechnical Analysis is not included.
 Landscaping design is not included.
 Lighting design will be limited to laying out solar lights per manufacturer specification, no photometric analysis or details are included.
 Traffic Analysis and Modeling is not included.
 Pavement Section Design is not included.
 Identification of Pavement Repair Areas is not included.
 Traffic Counts, Pedestrian Counts, and Speed Studies are not included.
 MoDOT Standards will be used for all roadway and traffic items. MSD standards will be used for drainage design.
 Assume typical applications for MOT plans except at major intersections and the lane widening.
 No existing drainage issues that will need to be corrected as part of this scope.

MOUND
CITY
ARCHAEOLOGICAL
SERVICES

PO Box 190614
St. Louis, MO 63119
Ph: 314.723.2226
lorenzini@moundcity.net

12 May 2026

Sarah Meyer, PE
Horner & Shifrin, Inc.
101 Laura K Dr Ste. 101
O'Fallon, MO 63366

Re: Cost Proposal Cultural Resources Investigation
Proposed Weldon Spring Rd Improvements
Dardenne Prairie, St. Charles County, MO

Dear Ms. Meyer:

Mound City Archaeological Services (MCAS) is pleased to submit this proposal for cultural resources services for the above referenced project. I have prepared this cost estimate based on our communications, dated 7-12 May 2026.

MCAS proposes to conduct a cultural resources investigation for the ROW and APE associated with the above referenced project to state standards not to exceed the lump sum cost of \$5200 (five thousand two hundred dollars). This cost includes all direct and indirect labor costs and all other direct costs to be applied to the project. Following receipt by MCAS from Horner & Shifrin, Inc. of the Execution of Contract (Notice to Proceed), project work will be initiated.

This cost estimate, and associated scope of work, shall be valid for a period of ninety (90) calendar days from the date of this letter. If you have any questions or concerns regarding the SOW or the cost estimate, please do not hesitate to contact me at 314.723.2226 at your convenience. I look forward to working with you and your staff again. Thank you for your time.

Sincerely yours,

Michele A. Lorenzini, MA
Owner/Principal Investigator

Accepted By: _____

Date: _____

ATTACHMENT B

(not used)

ATTACHMENT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the

method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.
<https://www.epls.gov/epl/s/search.do?page=A&status=current&agency=69#A>.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System.
<https://www.epls.gov/epl/search.do?page=A&status=current&agency=69#A>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,

debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Attachment E
Disadvantage Business Enterprise Contract Provisions

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal is established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. The Good Faith Efforts documentation shall illustrate reasonable efforts to obtain DBE Participation. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

Attachment F – Fig. 136.4.15
Conflict of Interest Disclosure Form for LPA/Consultants
Local Federal-aid Transportation Projects

Firm Name (Consultant): Horner & Shifrin, Inc.

Project Owner (LPA): City of Dardenne Prairie, MO

Project Name: Weldon Spring Road – Shared Use Path - (Phase 1)

Project Number: STBG-5407(623)

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri’s Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

No real or potential conflicts of interest
If no conflicts have been identified, complete and sign this form and submit to LPA

Real conflicts of interest or the potential for conflicts of interest
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant’s proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

LPA

Consultant

Printed Name: _____

Printed Name: Sarah Vanhooser

Signature: _____

Signature: _____

Date: _____

Date: 05/14/2026



Company ID Number: 176989

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Horner & Shifrin, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.



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The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



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E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



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Approved by:

Employer Horner & Shifrin, Inc.	
Name (Please Type or Print) Amir M Mansouri	Title
Signature Electronically Signed	Date 01/07/2009
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/07/2009



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Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Horner & Shifrin, Inc.
Company Facility Address	401 S. 18th Street, Suite 400 St Louis, MO 63103
Company Alternate Address	
County or Parish	SAINT LOUIS
Employer Identification Number	430861661
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	7 site(s)



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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AR	1
IL	3
MO	3



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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Vanessa C Davis
Phone Number 3143358624
Fax 3143392910
Email vdavis@hornershifrin.com

Name Cynthia Baumann
Phone Number 3143358673
Fax 8443392910
Email chkbaumann@hornershifrin.com



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This list represents the first 20 Program Administrators listed for this company.

EXHIBIT A

RBA FORM (OFFICE USE ONLY)

MEETING DATE: 5/20/2026

Regular () Work Session (X)

ATTACHMENT: YES (X) NO ()

Contract () Ordinance () Other ()

**Request for Board Action
By: Staff**

• **Description:**

Professional services contract with Horner & Shifrin, Inc. for engineering services related to the Weldon Spring Road Phase 1 Improvement Project, STBG-5407(623).

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

• **Summary/Explanation:**

The City issued a Request for Qualifications for professional engineering services for the Weldon Spring Road Phase 1 Improvement Project in accordance with the MoDOT Local Public Agency process. The project includes improvements to Weldon Spring Road from Technology Drive to Henning Road, including roadway, stormwater, pedestrian, bicycle, and safety improvements.

Following review of the submitted Statements of Qualifications, Horner & Shifrin, Inc. was selected as the most qualified firm for the project. The proposed engineering services generally include project management, conceptual refinement, survey, preliminary design, right-of-way plan preparation and related right-of-way support documents, environmental documentation support, utility coordination, final plans, specifications and estimate, bidding support, and related professional services necessary to advance the project through final PS&E.

Staff recommends approval of the ordinance authorizing the City Administrator to negotiate and execute a professional services contract with Horner & Shifrin, Inc., subject to a final review and approval by MoDOT.

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

The proposed professional engineering services contract is in an amount not to exceed \$306,364.00.

Eligible project costs are anticipated to be reimbursable through the project's federal STBG funding and St. Charles County Road Board funding, subject to MoDOT authorization and reimbursement requirements.

Funding for the City's share has been included in the Capital Improvement Budget.

RBA requested by: Matthew Davidson

Date: 5/14/2026

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI AMENDING THE MUNICIPAL CODE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, BY DELETING SECTION 400.020 OF THE MUNICIPAL CODE IN ITS ENTIRETY; ENACTING IN LIEU THEREOF A NEW SECTION 400.020 AND PROVIDING FOR THE COMPENSATION OF MEMBERS OF THE PLANNING AND ZONING COMMISSION

WHEREAS, Section 79.365, RSMo., provides that “Notwithstanding any other provision of law to the contrary, in all cities of the fourth class, the board of alderpersons shall have the authority to fix the compensation, not to exceed two hundred dollars per month, of members of the planning and zoning commission, the board of adjustment, the park board and the board of police commissioners of the city by ordinance;” and

WHEREAS, the Board of Aldermen desires to provide for compensation of the members of the Planning and Zoning Commission.

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

SECTION 1. That Section 400.020 of the Municipal Code of the City of Dardenne Prairie, Missouri, be and is hereby amended by deleting it in its entirety and enacting, in lieu thereof, a new Section 400.020, to read as follows:

SECTION 400.020: Compensation.

Members of the Planning and Zoning Commission shall receive compensation in amounts as may be established by the Board of Aldermen, from time to time.

SECTION 2. All citizen members of the Planning and Zoning Commission shall be paid fifty dollars (\$50.00) per month for attendance at meetings of the Planning and Zoning Commission, which compensation shall not exceed fifty dollars (\$50.00) per month. Attendance at the meeting of the Planning and Zoning Commission in a given month is required for a member to receive compensation as provided herein.

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

SECTION 4. Severability. 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.

SECTION 5. Effective Date. This Ordinance shall be in full force and take effect from and after the date of its final passage and approval.

Read two times, passed, and approved this ____ day of _____, 2026.

Mayor

Attest:

City Clerk

Approved this ____ day of _____, 2026.

Mayor

Attest:

City Clerk