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

BOARD OF ALDERMEN
AGENDA
OCTOBER 21, 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. Board of Aldermen Work Session Minutes – 10 07 26
2. Board of Aldermen Regular Session Minutes – 10 07 26
3. Expenditures Report dated – 10 21 26
4. Treasurers Report dated – 09 30 26
5. Temporary Use – ICD Annual Christmas Tree Lot
6. Encore CID - Budget

ITEMS REMOVED FROM CONSENT AGENDA

PUBLIC HEARING

1. Lombardo Homes of St. Louis, LLC is Requesting Rezoning of a tract of land located at 1670 Stump Road and 7393 Highway N, Dardenne Prairie MO, current Zoning is R-1A and C-2 and requesting R-1D w/ PUD

PUBLIC COMMENT

NEW BUSINESS

1. **Bill No. 26 - 47**
   An Ordinance of the City of Dardenne Prairie, Missouri, Approving the Rezoning of Certain Real Property Located at 1670 Stump Road and 7393 Highway N to “R-1D” Single-Family Residential District, Planned Unit Development (PUD); and Approving an Area Plan with Conditions for the Same

2. **Bill No. 26 - 48**
   An Ordinance of the City of Dardenne Prairie, Missouri, Providing for the Release and Vacation of a Portion of a Drainage and Utility Easement at 2602 McLean Court, Lot 12 of Tysons Corner

3. **Bill No. 26 - 49**
   An Ordinance of the City of Dardenne Prairie, Missouri, Setting the Filing Dates, Times and Place for the General Municipal Election to be Held on April 6, 2027, in the City of Dardenne Prairie, Missouri

4. **Bill No. 26 - 50**
   An Ordinance of the City of Dardenne Prairie, Missouri, Authorizing the City Administrator to Negotiate and Execute a Professional Services Contract in the Amount of $16,182.32 Between the City and PLM for the Crack Sealing Project in the Villages of Bainbridge

5. **Bill No. 26 - 51**
   An Ordinance of the City of Dardenne Prairie, Missouri Authorizing the City Administrator to Negotiate and Execute a Professional Services Contract in the Amount of $50,175.00 Between the City and Tramar for the 2026 Pavement Marking Program

6. **Bill No. 26 - 52**
   An Ordinance of the City of Dardenne Prairie, Missouri Authorizing the City Administrator to Negotiate and Execute Professional Services Contract for Snow and Ice Removal Services

7. **Bill No. 26 - 53**
   An Ordinance of the City of Dardenne Prairie, Missouri, Authorizing the City Administrator to Execute a Common Agreement Between the City and the St. Charles County Economic Development Council for Economic Development Services

OLD BUSINESS

No Old Business

OFFICER & STAFF COMMUNICATIONS

1. City Attorney
2. City Staff
3. Aldermen
4. Mayor
5. Monthly Reports

ADJOURNMENT

DARDENNE PRAIRIE

CITY OF DARDENNE PRAIRIE
2032 HANLEY ROAD
DARDENNE PRAIRIE MO 63368

BOARD OF ALDERMEN
WORK SESSION MINUTES
OCTOBER 7, 2026

CALL MEETING TO ORDER

Mayor Widaman called October 7, 2026, Work Session to order at 6:03 pm.

Roll call vote:

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

Also in attendance: City Administrator Kyle Michel, City Attorney John Young, IT Manager Rose Maresca and City Clerk Deborah Ryan.

PLEDGE OF ALLEGIANCE

The meeting was opened with the Pledge of Allegiance.

CLOSED SESSION

Motion by Alderman Detweiler, seconded by Aldermen Gittemeier to go into closed session pursuant to RSMo 610.021 (1) to discuss legal actions, causes of action, litigation involving the City, and/or confidential or privileged communication between the City, its representatives and its attorneys.

Roll call vote:
Alderman Nay – Aye
Alderman Waters – Aye
Alderman Gittemeier – Aye
Alderman Detweiler – Aye
Alderman Johnson – Aye

All ayes, motion carried. Board of Aldermen went into Closed Session at 6:05 pm.

Motion by Alderman Detweiler, seconded by Alderman Johnson to return to work session at 6:57 pm.

Motion being 4 ayes and 1 nay (Nay), motion carried.

ADJOURNMENT

Motion by Alderman Gittemeier seconded by Alderman Detweiler to adjourn the work session at 6:59 pm. All ayes, motion carried.

Approved by the Board of Aldermen on 10 21 26

Respectfully submitted:

Deborah Ryan, City Clerk

CALL TO ORDER
Mayor Widaman called the October 7, 2026, Board of Aldermen meeting to order at 7:00 pm.

PLEDGE OF ALLEGIANCE
The pledge of allegiance was said.

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 Kyle Michel, City Attorney John Young, IT Manager Rose Maresca and City Clerk Deborah Ryan

CONSENT AGENDA
1. Board of Aldermen Regular Session Minutes – 09 16 26
2. Expenditures Report dated – 10 07 26
3. Veterans Salute to Service Program – fee waiver
4. Appointment of Robert M. Rickerson to the BaratHaven CID – term expiring February 15, 2030.
5. Release Land Disturbance Escrow for Courtyards at BaratHaven
6. Quail Hollow Street Closure on October 25, 2026, for HOA Block Party – 169 Sanctuary Drive to 177 Sanctuary Drive

Moved by Alderman Johnson, seconded by Alderman Nay to approve the consent agenda as presented.

All ayes, motion carried.

ITEMS REMOVED FROM CONSENT AGENDA
No items removed

PUBLIC COMMENT
No one requested to speak.

Mayor Widaman asked if there are any objections to moving Item 1, Bill No. 26 - 42 under Old Business to before New Business so the applicants do not have to wait. No objections were heard, Item 1, Bill No. 26 - 42 moved to the before New Business.

OLD BUSINESS

1. **Bill No. 26 – 42** (first reading on 09-16-26)
   An Ordinance of the City of Dardenne Prairie, Missouri, Approving a Conditional Use Permit for a Dog Grooming Salon Located at 1656 Bryan Road

Moved by Alderman Detweiler, seconded by Alderman Gittemeier for the second reading of Bill No. 26 - 42, by title only. All ayes, motion carried.

City Attorney read Bill No. 26 - 42 for the second time, by title only.

Motioned by Alderman Johnson, seconded by Alderman Detweiler for the final passage of Bill No. 26 - 42.

Roll call vote:
Alderman Nay, Aye
Alderman Detweiler, Aye
Alderman Johnson, Aye
Alderman Waters, Aye
Alderman Gittemeier, Aye

The vote on the motion, 5 ayes and 0 nays, motion carried. Bill No. 26 - 42 becomes Ordinance No. 2439.

NEW BUSINESS

1. **PRESENTATION –** Weldon Spring Phase I

A presentation was made by Jon Loos and Sarah Meyer of Horner & Shifrin regarding Weldon Spring Phase I. Engineers will consider traffic counts for a possible four-way stop, a right-turn lane at Technology Drive, intersection lighting, and additional intersection work in the current phase. The Weldon Spring Phase One concept design using the agreed alignment: shared-use path on the north side, crossing at Hubble Road, then shifting to the south side near the school; coordinate any remaining design questions with the City Administrator. Evaluate traffic counts and the need for a stop sign at Hubble Road, potentially including counts at Technology Drive, and return with a scope amendment if a traffic study is needed. Board supported advancing the general concept while further design feedback is coordinated with city staff.

2. **RBA –** Solar Panel Design Guidelines – Alderman Waters

Alderman Waters introduced and distributed solar-panel design guidelines; the Board approved preliminary legal research regarding federal and state restrictions governing municipal solar-panel design to discuss at a future work session to review applicable legal guardrails.

Motioned by Alderman Waters, seconded by Alderman Johnson to direct the City Attorney to research for guidelines and bring back to a work session for discussion before the end of 2027 first quarter.

All ayes, motion carried.

* Alderman Wilson joined the meeting at 7:41 pm via Zoom.

3. **Resolution No. 407**
   A Resolution of the City of Dardenne Prairie, Missouri, Authorizing the Funding to Immaculate Conception Dardenne School in Support of a School Resource Officer Program Agreement Between Immaculate Conception Dardenne School and St. Charles County Police Department

City Attorney read Resolution No. 407, by title only

* Alderman Wilson left the meeting at 7:43 pm via Zoom.

City Administrator Michel stated this Resolution approves funding for the Immaculate Conception Dardenne School, school resource officer program.

Moved by Alderman Johnson, seconded by Alderman Gittemeier to approve Resolution No. 407. All ayes, motion carried.

* Mayor Widaman left the meeting at 7:46 PM and Board President Detweiler presided over the meeting.

* Alderman Wilson joined the meeting at 7:50 pm via Zoom but off camera.

4. **Resolution No. 408**
   A Resolution of the City of Dardenne Prairie, Missouri, Accepting a Bid for Resurfacing the City Hall Playground

City Attorney read Resolution No. 408, by title only

City Administrator Michel stated the Resolution is approving the contract for resurfacing the City Hall playground. Authorization of a surfacing contract in an amount not to exceed $375,000 would leave approximately $80,000 within the existing budget. This remaining funding provides an appropriate contingency for potential change orders, incidental costs associated with installation of the new playground equipment, site cleanup and restoration, and other work that may be necessary to fully complete the project.

Moved by Alderman Johnson, seconded by Alderman Waters to approve Resolution No. 408. All ayes, motion carried.

5. **Resolution No. 409**
   A Resolution of the City of Dardenne Prairie, Missouri, Granting a One-Year Extension of the Approved PUD Area Plan for Property Located At 2450 Technology Drive, Pursuant to Section 405.350 of the City Code

City Attorney read Resolution No. 409, by title only

City Administrator Michel stated this Resolution extends the Cedarstone Area Plan until March 2027.

Moved by Alderman Johnson, seconded by Alderman Waters to approve Resolution No. 409. The motion being 5 ayes and 1 nay (Nay), motion carried.

6. **Resolution No. 410**
   A Resolution of the City of Dardenne Prairie, Missouri, Establishing a Policy and Procedure for the Evaluation and Addressing Resident Requests Concerning Street Creep, Longitudinal Pavement Movement, and Related Pavement Conditions Adjacent to Residential Driveways

City Attorney read Resolution No. 410, by title only

City Administrator Michel stated this Resolution establishes a policy for resident requests concerning street creep and longitudinal pavement movement.

Moved by Alderman Gittemeier, seconded by Alderman Johnson to approve Resolution No. 410. All ayes, motion carried.

7. **Bill No. 26 - 45**
   An Ordinance of the City of Dardenne Prairie, Missouri, Authorizing the Purchase of Two Used International TerraStar Municipal Dump/Plow Trucks and Associated Equipment from the City of St. Peters, Missouri, for a Total Purchase Price Not to Exceed Twenty Thousand Dollars ($20,000.00)

Moved by Alderman Gittemeier, seconded by Alderman Johnson for the first reading of Bill No. 26 - 45, by title only. All ayes, motion carried.

City Attorney read Bill No. 26 - 45 for the first time, by title only.

Moved by Alderman Gittemeier, seconded by Alderman Johnson for the second reading of Bill No. 26 - 45, by title only. All ayes, motion carried.

City Attorney read Bill No. 26 - 45 for the second time, by title only.

Motioned by Alderman Gittemeier, seconded by Alderman Johnson for the final passage of Bill No. 26 - 45.

Roll call vote:
Alderman Detweiler, Aye
Alderman Johnson, Aye
Alderman Nay, Aye
Alderman Waters, Aye
Alderman Gittemeier, Aye

The vote on the motion, 5 ayes and 0 nay, motion carried. Bill No. 26 - 45 becomes Ordinance No. 2440.

***** Alderman Wilson, back on camera via Zoom – 8:10 pm.

8. **Bill No. 26 – 46**
   An Ordinance of the City of Dardenne Prairie, Missouri, Authorizing the City Administrator to Execute a Contract with Essential Network Technologies, for Access Control Replacement Project

Moved by Alderman Gittemeier, seconded by Alderman Waters for the first reading of Bill No. 26 - 46, by title only. All ayes, motion carried.

City Attorney read Bill No. 26 - 46 for the first time, by title only.

Moved by Alderman Gittemeier, seconded by Alderman Waters for the second reading of Bill No. 26 - 46, by title only. All ayes, motion carried.

City Attorney read Bill No. 26 - 46 for the second time, by title only.

Motioned by Alderman Gittemeier, seconded by Alderman Waters for the final passage of Bill No. 26 - 46.

Roll call vote:
Alderman Detweiler, Aye
Alderman Johnson, Aye
Alderman Nay, Aye
Alderman Waters, Aye
Alderman Gittemeier, Aye
Alderman Wilson, Aye

The vote on the motion, 6 ayes and 0 nays, motion carried. Bill No. 26 - 46 becomes Ordinance No. 2441.

OLD BUSINESS

1. **Bill No. 26 – 42** (first reading on 09-16-26)
   An Ordinance of the City of Dardenne Prairie, Missouri, Approving a Conditional Use Permit for a Dog Grooming Salon Located at 1656 Bryan Road

Bill No. 26 – 42 was moved up and was voted on before New Business.

OFFICER & STAFF COMMUNICATIONS

1. **City Attorney**
   No report.

2. **City Engineer**
   No report.

3. **City Administrator**
   City Administrator Michel stated Football in the Park is scheduled for Thursday, October 8, 2026, at 7:15 pm for the Buccaneers vs Cowboys games

City Administrator Michel stated City Hall will be closed on Monday, October 12, 2026, in observance of Columbus Day.

City Administrator Michel stated the BaratHaven Master Planning Open House is scheduled for Tuesday, October 13, 2026, at City Hall from 5 pm to 7 pm.

City Administrator Michel stated the St. Charles County Historical Society – Dardenne Prairie Chapter meeting is scheduled for Thursday, October 22, 2026, at 6:00 pm.

City Administrator Michel stated Frauds & Scams onsite webinar at City Hall is scheduled for Wednesday, October 14, 2026, beginning at 2 pm and is being hosted by the FBI St. Louis Citizens Academy Alumni Association.

City Administrator Michel stated the Salute to Service Program is accepting applications – there are flyers placed on the counter for additional information.

4. Aldermen

Alderman Johnson wished Alderman Waters a Happy 75th Birthday.

5. Mayor

Board President Detweiler stated Prairie Day which was held on Saturday, September 26, was a huge success and the 20th year. Look forward to many years to come.

ADJOURNMENT

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

All ayes, motion carried.

Meeting adjourned at 8:15 pm.

Approved by the Board of Aldermen on 10 21 26

Respectfully submitted:

Deborah Ryan, City Clerk

EXPENDITURES FOR APPROVAL
10/21/2026

1	Advanced Turf Solutions	Fertilizer & baseball supplies	880.61
2	AFLAC	October, 2026	411.98
3	Ameren	City Hall	2,512.35
4	Ameren	Traffic Light 2	79.90
5	Ameren	Traffic Light	13.72
6	Ameren	Street Lights	37.08
7	Ameren	Street Lights	212.62
8	Ameren	Street Lights	328.21
9	Ameren	Concession Stand	456.78
10	Ameren	City Park	228.42
11	Ameren	Athletic Complex	590.63
12	American Solutions for Business	Recommendation Forms: Prosecutor	195.70
13	Americom Imaging Systems, Inc.	Server: 4th Quarter 2026	832.05
14	Bridge Tower Media	Public Hearing Notice: Sagebrook	65.74
15	City of St. Peters	2015 & 2017 International Trucks	20,000.00
16	Dext Capital	Security Camera System	27,145.33
17	First Bank	Credit Card Charges	2,512.09
18	Gerstner Electric	Security Camera Electrical Work	1,542.20
19	Green Clean Commercial	Cleaning: September & October	2,752.00
20	Horner & Shifrin	Weldon Spring Phase I: Invoice #3	23,409.57
21	Insurance: Anthem	Health - November	20,877.49
22	MOCCFOA	Monthly meeting: Ryan, Kidd & Hansen	60.00
23	Parks: O'Fallon Sewer Service	Prairie Day: Portable toilet and sink rental	640.00
24	Parks: Various Umpires	Umpire pay to 10-08-26	1,280.00
25	Paychex	October time system fee	136.35
26	Payroll	10-09-26 Payroll	44,114.88
27	R & R Sanitation	Porta Potty to 11-02-26	240.00
28	SafeBuilt	Plan reviews	3,493.26
29	St. Charles County Health	Mosquito spraying: August & September	300.71
30	Tyler Technologies	Building Dept Software: November	1,287.30
			156,636.97

Approved by Board of Aldermen 10-21-26

Mayor Keith Widaman

TREASURER'S REPORT

As of September 30, 2026

General Fund	3,339,754.54
General Fund (Invested)	1,397,923.71
Special Revenue Fund	2,561,577.67
Special Revenue Fund (Invested)	337,327.23
Parks & Storm Water Fund	258,665.00
Parks & Storm Water Fund (Invested)	1,181,637.43
Parks & Storm Water Umpire Fund	1,787.37
Capital Improvement Sales Tax Fund	2,030,797.70
Capital Improvement Sales Tax Fund (Invested)	507,975.12
Transportation Fund	1,251,207.56
Transportation Fund (Invested)	0.00
Escrow/Bond Account	486,970.88
Petty Cash	100.00
Cash Drawer	200.00
TOTAL	**13,355,924.21**

Respectfully submitted,

Kim Clark

Kim Clark
Finance Manager

DARDENNE PRAIRIE

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

RECEIVED
OCT 14 2026
City of Dardenne Prairie

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*
- ☐ Seasonal Sales*
- ☐ Mobile home (due to disaster)*
- ☐ Real Estate Office (incidental to a new housing development) *
- ☐ Contractor's Office/Shed*
- ☐ Carnival/Circus

Cost of land use improvements 0

Description of land use: Sell Christmas Trees at southwest corner of Church property near Town Square Avenue to raise money for St Vincent DePaul Society

Location of temporary land use: Immaculate Conception Church

Based on good weather conditions, this land use will commence on November 29 2025 (date) and will continue for approximately 30 days.

The permit application fee of $_____ has been paid. Please waive fee as in past years

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 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.

OWNER	APPLICANT
Monsignor Ted R. Wojcicki	John Leger
John Leger 10/28/2025	
Authorized Signature Date	Authorized Signature Date
John Leger	
Printed Name	Printed Name, Title
7707 Town Square Avenue	
Street Address	Street Address
Dardenne Prairie, MO 63368	
City/State/Zip Code	City/State/Zip Code
636-561-6611 636-561-3883	
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:

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

SANDBERGPHOENIX

Lauren T. Yaekel
Paralegal

120 S. Central Avenue, Suite 700
Clayton, MO 63105
Tel: 314.425.4976
Fax: 314.725.5754
lyaekel@sandbergphoenix.com
www.sandbergphoenix.com

October 2, 2026

Dardenne Prairie, Board of Alderman
2032 Hanley Road
Dardenne Prairie, Missouri 63368

Re: The Encore Community Improvement District

To Whom it May Concern:

Enclosed please find the proposed annual budget for The Encore Community Improvement District represented by Subdivision ID S239823 for your records.

If you have any questions, please do not hesitate to contact me at the letterhead address.

Very truly yours,

Lauren Yaekel

Lauren T. Yaekel

LTY:

PROPOSED ANNUAL BUDGET FOR FISCAL YEAR ENDING DECEMBER 31, 2027

THE ENCORE COMMUNITY IMPROVEMENT DISTRICT ("CID")

This Annual Budget for the fiscal year ending December 31, 2027 constitutes the proposed annual budget of the CID pursuant to Section 67.1471(2) R.S.Mo. which requires the CID to submit to the Missouri department of revenue, the state auditor, and the governing body of the city a proposed annual budget, setting forth expected expenditures, revenues, and rates of assessments and taxes, if any, for such fiscal year. The fiscal year of the CID is the same as the fiscal year of Dardenne Prairie, Missouri which runs from January 1 to December 31 of each year. This budget sets forth expected revenues and expenditures of the CID as contemplated by its Board of Directors for the fiscal year beginning January 1, 2027 through December 31, 2027. Actual revenues and expenditures may vary due to a variety of actors that are unknown at this time, including but not limited to the costs of administration of the CID and the amount of taxable sales within the CID. There are no major changes to the budget for fiscal year ending December 31, 2027 when compared to previous years' budgets in regard to the source of the CID's revenues or types of expenditures that are being planned.

Starting Balance	**$0**
Summary of Projected 2027 Receipts	
Projected Sales Tax Revenue	$120,000.00
Projected Interest Earnings	N/A
Total Projected Receipts	$120,000.00
Summary of Projected 2026 Disbursements	
Projected Administrative Fees	
Reimbursement of Director's & Officers Expenses	N/A
Legal and Administrative Expenses	$8,000.00
Other Miscellaneous Expenses	N/A
Total Projected Administrative Fees	$8,000.00
Project Fees:	
Payment towards CID Note:	$122,000.00
Other Project Fees:	N/A
Total Project Fees	$122,000.00
Total Disbursements	$120,000.00
Ending Balance	**$0**

PUBLIC HEARINGS NOTICE

The City of Dardenne Prairie, Missouri, will conduct a Public Hearing regarding a Rezoning Request for a tract of land owned by the property owners listed below. Said hearing will occur before the Planning and Zoning Commission on **Wednesday, October 14, 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, October 21, 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

Name of Applicant:	Lombardo Homes of St. Louis, LLC
Name of Property Owner:	Earnest Trust Agreement, TLR Enterprises, LLC and Pinecrest Rental Properties, LLC
Present Zoning Classifications:	R-1A and C-2
Proposed Zoning Classification:	R-1D w / PUD
Proposed Use:	17 detached single-family homes
Property Location:	1670 Stump Road and 7393 Highway N

Kyle Michel, MPA, ICMA-CM
City Administrator
City of Dardenne Prairie
2032 Hanley Road
Dardenne Prairie, MO 63368
(636)561-1718

Staff Report

TO: Board of Aldermen

DATE: 21 October 2026

SUBJECT: Planning & Zoning Conditions of Approval for Sagebrook PUD

Executive Summary:

The Planning & Zoning Commission met on October 14th, 2026 to review and make recommendation regarding the rezoning and PUD Area Plan for the proposed Lombardo Subdivision Sagebrook. While detailed in the Ordinance contained within your packets, here is the comprehensive list of conditions recommended by the Commission as part of their conditional approval. These conditions include those recommended by staff as part of the staff review process as well as conditions determined appropriate by the Commission.

1. The Applicant and the Owner, having to the best of their knowledge, provided the 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. 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.

3. 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.

4. All common ground areas identified in the Area Plan and which are to remain in private ownership shall remain as open space and shall be properly maintained.

5. The Applicant shall provide updated landscape plans demonstrating that a minimum of 10% of each lot will be landscaped with trees, shrubs, living ground cover or plant material other than grass or turf in accordance with the specifications detailed in the Arboricultural Specifications Manual and a minimum of two (2) frontage trees shall be provided on lots with a lot width of 80 feet or greater. The updated landscape plans shall provide for the installation and maintenance of trees and supplemental landscaping or screening deemed necessary by the City on Lots 13, 14, and 15, to establish and maintain an adequate visual buffer between these lots and the neighboring commercial property.

6. No trees shall be planted within the public right-of-way adjoining Street A. Instead, required street trees shall be planted within the front yards of each Lot.
7. All landscape material, living and non-living, shall be healthy and in place prior to the issuance of a final occupancy permit. A temporary certificate may be issued without the installation, provided written assurances are given that the planting will take place when the proper season arrives. The developer shall post a lender's or escrow agreement insuring or guaranteeing the landscaping of the site per the approved landscaping plan. The lender's or escrow agreement shall be the same as set out in Dardenne Prairie Municipal Code Section 410.130.

8. 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 Applicant, its successors, and/or subsequent owners, and agents of any of the preceding shall be responsible for the continued maintenance of all such materials listed above.

b. Plant material that exhibits evidence of insect pests, disease and/or damage shall be appropriately treated, and dead plants shall be 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, the Applicant (and their respective successors in interest and agents), or lot owner, as applicable shall be considered in violation of the 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.

9. The cul-de-sac and its associated roadway, pavement, curb, and other improvements shall be designed to accommodate the safe and unobstructed turning, maneuvering, and passage of school buses. The Applicant will provide any turning-radius analyses and other supporting documentation requested by the City to verify compliance with this condition.

Respectfully,



Kyle Michel, MPA, ICMA-CM
City Administrator
636-561-1718
kyle.michel@dardenneprairie.org

Kyle Michel
City Administrator
Kyle.Michel@DardennePrairie.org
Phone 636.755.5303

Staff Report

TO: Planning and Zoning Commission

FROM: Kyle Michel

DATE: October 14, 2026

SUBJECT: Sagebrook PUD Area Plan, Rezoning, and Preliminary Plat (DP Project #26-000828)

Project Summary

The 11.78-acre site is located at the northeast corner of Stump Road and State Highway North (North Outer Road 364) and surrounds the sides and rear of the Pinecrest Apartment complex. The site is mostly surrounded by residential uses with the exception of the self-storage facility east of the project site (see Figure 1 below; subject property is outlined in red). 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 northern parcel from Single-Family Residential (R-1A) to Single-Family Residential District with Planned Unit Development R-1DPUD, and a Preliminary Plat for the subdivision of the parcels into several lots. The plan includes 17 new home lots with a large single-family home on each and three separate lots for common ground/open space area. Site access is provided by two, 26-foot-wide public street entrances, one on Stump Road and another off of State Highway North.

Background

On April 1, 2026, the Board of Aldermen approved Bill Nos. 26-03 and 26-10 relating to the 7393 Highway North PUD Area Plan. These approvals rezoned a six-acre property at the intersection of 7393 Highway North and Stump Road from C-2 (General Business) to R-1D (Single-Family Residential) and granted a Conditional Use Permit (CUP) for single-family attached housing. The project site covers the entire Landscapers Stock Shop property and the land directly south of the Pinecrest Apartment complex.

When the applicant first submitted an application for the Sagebrook PUD Area Plan, the project site was only 5.82 acres and just north of the Pinecrest Apartment complex. Over the preceding months, the Sagebrook Area Plan has doubled in size to include the property within the 7393 Highway North PUD Area Plan.

Project Site

The northern portion of the property is fairly flat with two existing buildings and is encompassed with trees. A stream runs across the property at the eastern portion of the development. The eastern portion (previous location of the Landscapers Stock Shop), contains a nursery building and has been completely disturbed. The remaining project area located near the corner of Stump Road and State Highway North is half grass and half trees.

All existing buildings will be demolished, and construction will require clearing trees from 55% (3.3 acres) of the site.

Figure 1: Project Location



Comprehensive Plan & Vision Study Recommendations

The 2020 Comprehensive Plan Vision has three different designations for the project site on the Future Land Use Map. The northern portion of the project site is “Single-Family Residential,” “Villa Residential” for the southwest portion of the project site, and “Highway 364 Commercial” for the remainder of the project site (site portion containing the previous Landscapers Stock Shop).

On page 49 under the “*Residential Development*” heading, the Plan notes: *“based on input from development community representatives and current market trends, the desire for large lots has been declining…These demographic trends and desires have also fueled a market for large-unit villa style development where the housing units are clustered closer together on smaller lot sizes with a greater portion of the overall development devoted to green space. The maintenance of the common areas, yards and landscaping is handled by a homeowner*

or condo association. These residential development types, while higher in overall density on a given site than traditional single-family residential uses, do not represent typical multi-family unit densities…."

However, on page 50, the Plan goes on to say; "*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."*

The proposed lots range from 13,350 square feet to 17,205 square feet and homes range from 2,600 square feet to 3,300 square feet. Residential developments on the opposite side of Stump Road and north of the project contain similar lot and home sizes. As proposed, the detached single-family units would comply with the 2020 Comprehensive Plan Vision which envisioned single-family residential use based on adjacent uses. The proposed development would be complementary to the single-family homes to the north, and west of the project site.

Zoning Compliance Summary

This project proposes changing the northern portion from the R-1A zone 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: 2,620 SF living area One & One-Half Story: N/A Two-Story: 1,700 SF for the 1st floor and 3,324 SF total of living area.	Yes

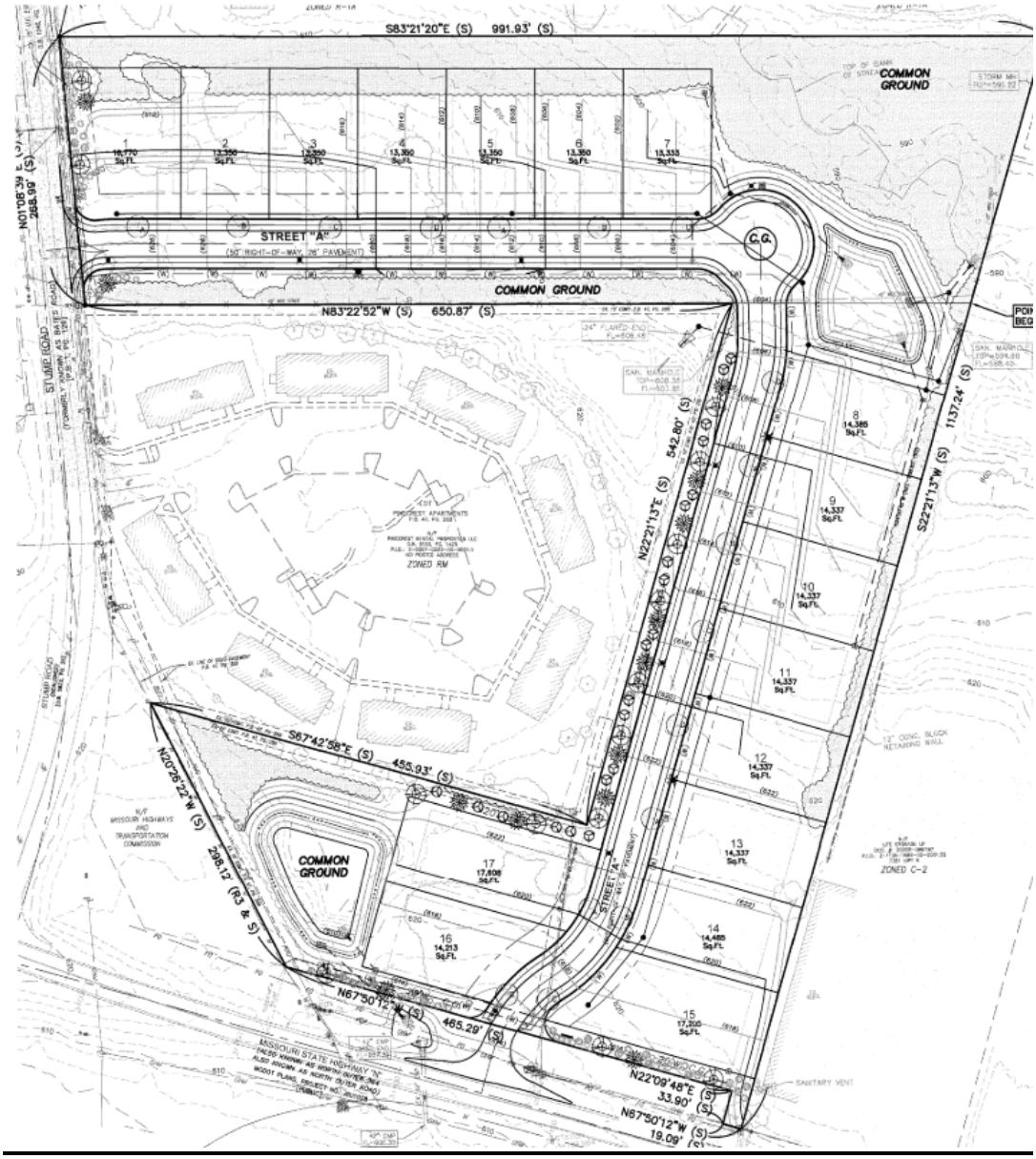
Min. Lot Area Dwellings	12,000 SF	Ranges from 13,350 SF to 17,205 SF	Yes
Min. Lot Width	80’ at building line	Starts at 80’ at building line	Yes
Min. Lot Depth	100’	Starts at 100’	Yes
Max. Lot Coverage	Not to exceed 30%	Less than 30%	Yes
Max. Height	Not to exceed 2.5 stories or 35’, whichever is less	Greatest height is a maximum of 2 stories	Yes
Min. Yard Setbacks	Front: 25’ Side: 10’ Rear: 25’	Front: 25’ Side: 7’ Rear: 25’	No; deviation requested
Covered Parking	2 spaces per dwelling	2 spaces per dwelling	Yes
Sidewalks	Both sides & min. 5’ wide	Both sides & min. 5’ wide	Yes
Landscaping* Lots With <40% Open Space Lots With >40% Open Space Trees Lot <79 ft. wide Lot 80ft.+	 Min. 20% landscaped with trees, shrubs, living ground cover or plant material other than grass or turf Min. 10% landscaped with trees, shrubs, living ground cover or plant material other than grass or turf 1 street tree in front of each lot 2 street trees every 40 ft. of lot frontage	Meets the landscape requirements	Yes
* Must conform to the specifications detailed in the "Arboricultural Specifications Manual"			

Site Layout

There are two access/exit points, one on Stump Road and the other on State Highway North, into the development. The 26-foot-wide public street contains a small roundabout near the midpoint of the street’s length. A stream runs across the property at the eastern portion of the development and a detention basin is located below it. Another detention basin is located at the southwest portion of the project site. A 25-foot buffer is maintained

from the stream's top of bank. Sidewalks will be provided on both sides of the street to increase walkability. There are no proposed amenities.

Figure 2: Site Layout



This proposed development layout provides future Sagebrook residents privacy and a buffer from residents of the Pinecrest Apartments complex with use of existing trees, new landscaping where there are no existing trees, and the placement of the street. The stream acts as a natural buffer from neighbors on the east.

Landscaping

Trees along the northern, eastern, and southern boundaries will be left undisturbed and act as a green screen/additional buffer from neighboring properties.

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." The proposed lots will not exceed 30% in lot coverage, leaving greater than 40% of the lot with open space. A condition of approval has been added for the applicant to provide a minimum of 10% landscaped area with trees, shrubs, living ground cover or plant material other than grass or turf.

Each new residential lot will have at least one tree of either the swamp white oak, white oak, red maple, or sugar maple species. Where the property fronts Stump Road or State Highway North, landscaping will be provided.

Lighting

There are several streetlights proposed for the length of the street. 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. Three (3) fire hydrants are proposed; one (1) in front of lot 3, another in front of lots 8 and 9, and the other in front of lots 12 and 13.

Design

The development will have seven (7) different home types – three (3) single-story and four (4) two-story options to choose from. Front elevation views are provided below in Figures 3 through 9. All home product types will have between four (4) to seven (7) different elevation designs - traditional, craftsman, cape cod, and colonial. All architectural styles will have gable roofs and 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. Architectural elements include decorative gable elements, shutters, window trims, corbels, posts, and awnings.

Figure 3: Single-Story Front Elevations (Savannah)



Figure 4: Single-Story Front Elevations (Glacier)



Figure 5: Single-Story Front Elevations (Redwood)



Figure 6: Two-Story Front Elevations (Harbor)



Figure 7: Two-Story Front Elevations (Rainer)













Figure 8: Two-Story Front Elevations (Shenandoah)



Figure 9: Two-Story Front Elevations (Thornberry)



Conditions of Approval

Staff recommends 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. *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 in order to promote traffic safety and to prevent the creation of nuisances.

2. *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.

3. *All common ground areas identified in the Area Plan and which are to remain in private ownership shall permanently remain as open space and shall be properly maintained.*

   Having this condition in place will help enforce the upkeep of these spaces.

4. *The applicant shall provide updated landscape plans demonstrating that a minimum of 10% of each lot will be landscaped with trees, shrubs, living ground cover or plant material other than grass or turf in accordance to the specifications detailed in the Arboricultural Specifications Manual and a minimum of two (2) frontage trees shall be provided on lots with a lot width of 80 feet or greater.*

5. *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 planting will take place when the proper season arrives. The developer shall post a lender's or escrow agreement insuring or guaranteeing the landscaping of the site per the approved landscaping plan. The lender's or escrow agreement shall be the same as set out in Dardenne Prairie Municipal Code Section 410.130.*

6. *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 northern portion (northern parcel) of the project site be rezoned from "R-1A" to "R-1DPUD," and 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 Commission. 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
Kim Clark, City Clerk
John Young, City Attorney

BILL NO.26 - 47 **ORDINANCE NO._____**

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, APPROVING THE REZONING OF CERTAIN REAL PROPERTY LOCATED AT 1670 STUMP ROAD AND 7393 HIGHWAY N TO "R-1D," SINGLE-FAMILY RESIDENTIAL DISTRICT, PLANNED UNIT DEVELOPMENT (P.U.D.); AND APPROVING AN AREA PLAN WITH CONDITIONS FOR THE SAME

WHEREAS, the City of Dardenne Prairie, Missouri (the "City") received an application dated September 2, 2026 from Lombardo Homes of St. Louis, LLC, a Michigan limited liability company authorized to transact business in the State of Missouri (the "Applicant"), for the rezoning of approximately 11.78 acres of real property more particularly described in **Exhibit A**, attached hereto and incorporated by reference herein, to be known as "Sagebrook" (the "Property"), and owned by Pinecrest Rental Properties, LLC, a Missouri limited liability company, and TLR Enterprises LLC, a Missouri limited liability company (collectively, 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, the Board of Aldermen of the City (the "Board of Aldermen") and the Planning and Zoning Commission of the City ("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, on October 14, 2026, 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 subject to certain conditions; and

WHEREAS, on October 21, 2026, the Applicant presented the P.U.D. Area Plan to the Board of Aldermen; 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 11.78 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 11.78 acres of real property 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 dated September 30, 2026, 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 the 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. 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.

3. 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.

4. All common ground areas identified in the Area Plan and which are to remain in private ownership shall remain as open space and shall be properly maintained.

5. The Applicant shall provide updated landscape plans demonstrating that a minimum of 10% of each lot will be landscaped with trees, shrubs, living ground cover or plant material other than grass or turf in accordance with the specifications detailed in the Arboricultural Specifications Manual and a minimum of two (2) frontage trees shall be provided on lots with a lot width of 80 feet or greater. The updated landscape plans shall provide for the installation and maintenance of trees and supplemental landscaping or screening deemed necessary by the City on Lots 13, 14, and 15, to establish

and maintain an adequate visual buffer between these lots and the neighboring commercial property.

6. No trees shall be planted within the public right-of-way adjoining Street A. Instead, required street trees shall be planted within the front yards of each Lot.

7. All landscape material, living and non-living, shall be healthy and in place prior to the issuance of a final occupancy permit. A temporary certificate may be issued without the installation, provided written assurances are given that the planting will take place when the proper season arrives. The developer shall post a lender's or escrow agreement insuring or guaranteeing the landscaping of the site per the approved landscaping plan. The lender's or escrow agreement shall be the same as set out in Dardenne Prairie Municipal Code Section 410.130.

8. 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 Applicant, its successors, and/or subsequent owners, and agents of any of the preceding shall be responsible for the continued maintenance of all such materials listed above.

    b. Plant material that exhibits evidence of insect pests, disease and/or damage shall be appropriately treated, and dead plants shall be 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, the Applicant (and their respective successors in interest and agents), or lot owner, as applicable shall be considered in violation of the 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.

9. The cul-de-sac and its associated roadway, pavement, curb, and other improvements shall be designed to accommodate the safe and unobstructed turning, maneuvering, and passage of school buses. The Applicant will provide any turning-radius analyses and other supporting documentation requested by the City to verify compliance with this condition.

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.

BILL NO.26 - 47 **ORDINANCE NO._____**

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 any 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.

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

BILL NO.26 - 47 **ORDINANCE NO._____**

Exhibit A

SAGEBROOK PROPERTY DESCRIPTION (11.78 AC.)

A TRACT OF LAND BEING ALL OF LOT 2 OF "PINECREST APARTMENTS" A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 47 PAGE 208 OF THE ST. CHARLES COUNTY, MISSOURI RECORDS, AND A TRACT OF LAND BEING PART OF U.S. SURVEY 1669 AND FRACTIONAL SECTION 6, TOWNSHIP 46 NORTH, RANGE 3 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF DARDENNE PRAIRIE, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND IRON PIPE LOCATED ON THE SOUTHEAST CORNER OF THE COMMON GROUND OF "DARDENNE ACRES PLAT ONE", A SUBDIVISION RECORDED IN PLAT BOOK 28 PAGE 47 OF THE ABOVEMENTIONED RECORDS, SAID CORNER ALSO BEING LOCATED ON THE WEST LINE OF LOT 5 OF "DARDENNE ACRES PLAT TWO", A SUBDIVISION RECORDED IN PLAT BOOK 31 PAGE 280 OF THE ABOVEMENTIONED RECORDS, THENCE ALONG THE WEST LINE OF SAID LOT 5, AND THE WEST LINE OF A TRACT OF LAND CONVEYED TO LIFE STORAGE LP, BY INSTRUMENT RECORDED AS DOCUMENT NO. 2020R-096797 OF THE ABOVEMENTIONED RECORDS, SOUTH 22°21'13" WEST, 1,137.24 FEET TO THE SOUTHEAST CORNER OF SAID LIFE STORAGE LP TRACT, SAID POINT ALSO BEING LOCATED ON THE NORTH RIGHT-OF-WAY LINE OF MISSOURI STATE HIGHWAY "N", BEING DISTANT NORTH 22°09'48" EAST, 35.00 FEET FROM CENTERLINE STATION 3+205.818 OF SAID MISSOURI STATE HIGHWAY "N", FROM WHICH CORNER A FOUND IRON PIPE CAPPED "BAX" BEARS NORTH 22°21'13" EAST, 10.35 FEET, THENCE ALONG THE NORTH LINE OF SAID MISSOURI STATE HIGHWAY "N", NORTH 67°50'12" WEST, 19.09 FEET TO A POINT DISTANT NORTH 22°09'48" WEST, 35.00 FEET FROM CENTERLINE STATION 3+200.00; THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, AS ESTABLISHED BY DEED BOOK 5822, PAGE 25 OF SAID RECORDS, AND CORRECTED BY AFFIDAVIT RECORDED IN DEED BOOK 5920 PAGE 83 OF SAID RECORDS, NORTH 22°09'48" EAST, 33.90 FEET TO A POINT BEING DISTANT NORTH 22°09'48" WEST, 68.90 FEET FROM CENTERLINE STATION 3+200.00; THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY, ALONG A LINE BEING PARALLEL TO AND DISTANT 68.90 FEET NORTH OF SAID CENTERLINE, NORTH 67°50'12" WEST, 465.29 FEET TO A POINT BEING DISTANT NORTH 22°09'48" WEST, 68.90 FEET FROM CENTERLINE STATION 3+058.180, SAID POINT BEING LOCATED ON THE EAST RIGHT-OF-WAY LINE OF STUMP ROAD (40 FEET WIDE); THENCE ALONG SAID EAST RIGHT-OF-WAY, NORTH 20°26'22" WEST, 298.12 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF SAID "PINECREST APARTMENTS" SUBDIVISION; THENCE ALONG THE SOUTH, EAST, AND NORTH LINES OF SAID LOT 1, THE

FOLLOWING COURSES AND DISTANCES: SOUTH 67°42'58" EAST, 455.93 FEET; NORTH 22°21'13" EAST, 542.80 FEET; AND NORTH 83°22'52" WEST, 650.87 FEET TO A POINT LOCATED ON THE EAST RIGHT-OF-WAY LINE OF SAID STUMP ROAD AS WIDENED BY DOCUMENT NO. 2023R-041624; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, ALONG A LINE BEING PARALLEL TO AND DISTANT 40.00 FEET EAST OF THE CENTERLINE OF SAID STUMP ROAD, NORTH 01°08'39" EAST, 268.99 FEET TO A POINT LOCATED ON THE SOUTH LINE OF A TRACT OF LAND CONVEYED TO KATHLEEN M. PREWITT BY INSTRUMENT RECORDED IN DEED BOOK 906, PAGE 1074 OF THE ABOVEMENTIONED RECORDS; THENCE ALONG THE SOUTH LINE OF SAID PREWITT TRACT AND THE SOUTH LINE OF THE ABOVEMENTIONED "DARDENNE ACRES PLAT ONE" SUBDIVISION, SOUTH 83°21'20" EAST, 991.93 FEET TO THE POINT OF BEGINNING AND CONTAINING 513,491 SQUARE FEET (11.7881 ACRES) MORE OR LESS, ACCORDING TO THE RESULTS OF A BOUNDARY SURVEY PERFORMED BY THE STERLING COMPANY DURING THE MONTH OF AUGUST, 2026 UNDER PROJECT NUMBER 26-05-089.

Kyle Michel, MPA, ICMA-CM
City Administrator
City of Dardenne Prairie
2032 Hanley Road
Dardenne Prairie, MO 63368
(636)561-1718

Staff Report

TO: Board of Aldermen/Planning & Zoning Commission

DATE: 7 October 2026

SUBJECT: Vacation of Easement Area – 2602 McLean Court, Lot 12, Tysons Corner

Executive Summary:

This staff report is provided in connection with a request to vacate a portion of an existing drainage and utility easement located at 2602 McLean Court, Lot 12 of the Tysons Corner subdivision.

The requested vacation is associated with the property owner's proposed relocation of an existing public storm sewer currently traversing the rear yard of the property. The property owner proposes to relocate the storm sewer to the eastern portion of the property at their expense. Following completion and acceptance of the relocated storm sewer, the existing easement area associated with the abandoned alignment would no longer be necessary for the City's drainage purposes.

Overview:

The City received an application from Daren Ungerboeck requesting vacation of a portion of the platted drainage and utility easement affecting Lot 12 of Tysons Corner and adjoining property previously acquired by the applicant through quiet title proceedings. The existing easement contains an approximately 80-foot segment of 18-inch public storm sewer that runs diagonally through the rear yard. The applicant proposes to remove the existing storm sewer and replace it with approximately 160 feet of new 18-inch storm sewer, including a new manhole and outlet structure.

The proposed relocated storm sewer would remain within an area already dedicated as a drainage and utility easement on the original Tysons Corner plat. Accordingly, the applicant is not requesting that the City exchange the existing easement for a newly created easement. Rather, the request is to vacate only that portion of the existing easement associated with the current storm sewer alignment after the new infrastructure has been completed and accepted.

The applicant is responsible for all costs associated with the relocation. Construction plans have been submitted for City review, and the relocated improvements will be subject to applicable City engineering requirements, inspection, testing, and improvement escrow requirements prior to acceptance by the City.

Staff has reviewed the request pursuant to Section 530.080 of the City Code governing vacation of public rights-of-way and easements. A public hearing is not required by this section. However, given that the easement serves a public drainage function and the original easement was dedicated for multiple utility purposes, staff has required confirmation from applicable utility providers that no existing facilities or utility rights requiring retention are located within the area proposed for vacation and that the affected utilities have no objection to the vacation.

Staff is recommending that approval of the vacation be expressly conditioned upon completion, inspection, and City acceptance of the relocated storm sewer. The vacation should not become effective or be recorded until the replacement storm sewer has been accepted. This sequencing ensures that the City's existing easement rights remain fully intact until the replacement public infrastructure is operational and acceptable to the City.

Additionally, the applicant's acquisition of adjoining property results in an adjustment to the boundaries of Lot 12. Pursuant to Section 410.020 of the City Code, a survey reflecting the adjusted property boundaries must be filed with the Recorder of Deeds. Staff has requested that the final survey also reflect the vacated easement and remaining/new easement lines so that the property boundaries and easement configuration can be recorded together following completion of the vacation process.

Compensation for Vacation:

Section 530.080 provides the City discretion regarding appraisal and compensation associated with a vacation. Staff is not recommending that an appraisal or compensation be required in this instance.

While vacation of the easement provides a benefit to the property owner by removing an existing encumbrance, the applicant is also assuming the full expense of relocating and replacing the City's existing storm sewer infrastructure. The vacation does not involve abandonment of a street, public access, or other significant public use. Instead, the public drainage function will be relocated and maintained, with the City ultimately receiving replacement storm sewer infrastructure constructed at the applicant's expense.

For these reasons, staff believes requiring compensation in addition to the applicant's costs associated with relocating the public infrastructure is unnecessary in this instance. However, appraisal of and compensation for the vacation remains within the discretion of the Planning and Zoning Commission and Board of Aldermen. This position was communicated to the applicant during administrative review.

Financial Impacts:

There are no anticipated direct financial impacts to the City associated with the proposed vacation or storm sewer relocation. The applicant is responsible for the costs associated with design, construction, relocation, restoration, and required escrows.

Staff Recommendation:

Staff recommends approval of the requested easement vacation, subject to the conditions established through the City's administrative and engineering review.

Specifically, staff recommends that the vacation not become effective or be recorded until the relocated storm sewer improvements have been completed, inspected, and accepted by the City; all applicable utility-provider confirmations have been received; and the required boundary adjustment survey reflecting the final property and easement configuration is prepared for recording.

Staff does not recommend requiring an appraisal or compensation for the easement vacation in this instance, subject to the discretion of the Planning and Zoning Commission and Board of Aldermen.

Respectfully,



Kyle Michel, MPA, ICMA-CM
City Administrator
636-561-1718
kyle.michel@dardenneprairie.org

BILL NO. 26 - 48 **ORDINANCE NO. ___**

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, PROVIDING FOR THE RELEASE AND VACATION OF A PORTION OF A DRAINAGE AND UTILITY EASEMENT AT 2602 McLEAN COURT, LOT 12 OF TYSONS CORNER

WHEREAS, Daren Ungerboeck and Angela Ungerboeck (the "Owners") own certain real property located at 2602 McLean Court, Lot 12 of the Tysons Corner subdivision (the "Property"), and desire to vacate that certain drainage and utility easement across the Property dedicated to the City of Dardenne Prairie (the "City") as legally described on **Exhibit A**, attached hereto and incorporated by reference herein (the "Easement"); and

WHEREAS, the Planning and Zoning Commission for the City of Dardenne Prairie recommended that the City vacate the Easement; and

WHEREAS, the Board of Aldermen of the City of Dardenne Prairie finds and determines that it is in the interest of the health, safety and welfare of the residents of the City of Dardenne Prairie that the Easement be vacated.

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

SECTION 1. Vacation of Easement: That the Easement more particularly described on **Exhibit A** attached hereto and incorporated by reference herein, is hereby vacated and released upon satisfaction of the condition set forth in Section 2, and shall no longer be deemed or considered a public drainage and utility easement of the City of Dardenne Prairie and every right, title, interest, or easement the public has or might have in and to said Easement is hereby extinguished and divested of the public, and shall revert to those, who in law or in equity, are properly entitled thereto.

SECTION 2. Condition of Vacation: As a condition precedent to the City's vacation of the Easement, the Owners shall, at their sole cost and expense, relocate the existing storm sewer pipe located within the Easement and reconnect such pipe to the City's separate, existing drainage and sewer easement, in a manner and location approved in writing by the City and completed to the City's satisfaction. All relocation and reconnection work shall be completed in accordance with plans and specifications approved by the City and shall be subject to the City's inspection and final approval by the City, in the City's sole discretion.

SECTION 3. Reservation of Rights: Nothing contained herein is intended to or shall be construed as impacting or otherwise divesting any other public utility or political subdivision of this State of any right, title, interest, easement or right-of-way the public has or might have in and to said Easement.

SECTION 4. Savings: Except as expressly set forth herein, nothing contained in this Ordinance shall in any manner be deemed or construed to alter, modify, supersede, supplant

or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof.

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

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

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

_____
As Presiding Officer and as Mayor

Attest:

_____
City Clerk

Approved this _____ day of _____, 2026.

_____
Mayor

Attest:

_____
City Clerk

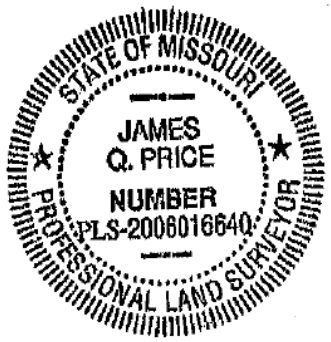
BILL NO. 26 - 48 **ORDINANCE NO. ___**

EXHIBIT A

LAND DESCRIPTION
EASEMENT VACATION
080488 - LOT 12 AND PART OF COMMON GROUND 'A'
TYSONS CORNER
SEPTEMBER 3, 2026 JQP

A TRACT OF LAND BEING PART OF LOT 12 AND PART OF COMMON GROUND 'A ' OF TYSONS CORNER AS RECORDED IN PLAT BOOK 44 PAGES 250-252, ST. CHARLES COUNTY, MISSOURI, BEING FURTHER DESCRIBED AS FOLLOWS;

COMMENCING AT THE INTERSECTION OF THE NORTHERN LINE OF SAID LOT 12 AND THE SOUTHERN LINE OF MCLEAN COURT; THENCE ALONG THE NORTHERN LINE OF SAID LOT 12, SOUTH 78 DEGREES 35 MINUTES 02 SECONDS EAST, 128.14 FEET TO A POINT; THENCE SOUTH 11 DEGREES 14 MINUTES 47 SECONDS WEST, 5.00 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE CONTINUING SOUTH 11 DEGREES 14 MINUTES 47 SECONDS WEST, 45.97 FEET TO A POINT; THENCE SOUTH 42 DEGREES 44 MINUTES 32 SECONDS EAST, 22.72 FEET TO A POINT; THENCE SOUTH 24 DEGREES 35 MINUTES 51 SECONDS WEST, 43.12 FEET TO A POINT; THENCE NORTH 85 DEGREES 55 MINUTES 44 SECONDS WEST, 85.79 FEET TO A POINT; THENCE NORTH 62 DEGREES 19 MINUTES 14 SECONDS EAST, 42.99 FEET TO A POINT; THENCE NORTH 32 DEGREES 36 MINUTES 36 SECONDS EAST, 91.29 FEET TO A POINT; THENCE SOUTH 78 DEGREES 35 MINUTES 02 SECONDS EAST, 10.00 FEET TO THE POINT OF BEGINNING, CONTAINING 4,202 SQUARE FEET, MORE OR LESS ACCORDING TO CALCULATIONS BY ST. CHARLES ENGINEERING AND SURVEYING, INC DURING THE MONTH OF AUGUST, 2026.



September 3, 2026

Kyle Michel
City Administrator City of Dardenne Prairie
2032 Hanley Road
Dardenne Prairie, MO 63368

Re: Request to Vacate Public Right-of-Way / Easement — Adjusted Lot 12, Tysons Corner 2602 McLean Court — Storm Sewer Relocation

Kyle,

Enclosed is our completed application, notarized, together with the $100 application fee and the supporting exhibits listed at the end of this letter. An electronic set of the same materials will follow by email.

Because this request is a little unusual, I have tried to explain it plainly first and then give the technical detail behind each point. I have also addressed the public interest considerations the application asks the Board to weigh.

The Short Version

There is a City storm sewer pipe buried diagonally under our back yard. We want to move it out from under the middle of the yard and run it along the eastern edge of the property instead. We are paying for the entire thing.

The pipe sits inside an easement — a strip of land the City has the right to dig in. The place we are moving it to is also inside City easement, so the City's right to be there already exists and nothing new has to be created. We explain that further below.

Once the pipe moves, the City no longer needs the old strip. That is the only thing we are asking the City to release. Nothing else about the property changes.

Technically: the project relocates an existing 18-inch public storm sewer and requires vacating the portion of the platted drainage and utility easement occupied by the existing alignment. The relocation is designed by St. Charles Engineering & Surveying and is shown on the enclosed plan set, sealed by Michael N. Meiners, PE, latest revision 08/27/2026.

Why we are not asking for a new easement

This is the part that usually raises a question, so here it is up front.

When Tysons Corner was platted in 2007, the developer did not just put an easement over one narrow strip. The **entire common ground** was dedicated as a drainage and utility easement. So the City already holds the

right to have drainage pipes in that whole area. The new pipe stays inside it. Nothing new has to be created — the right is already there.

We have since acquired a portion of that common ground through two quiet title judgments, described below. That changed who owns the dirt. **It did not change the City's easement rights**, which came from the plat and remain fully in place. We own that ground subject to the City's easement, exactly as before.

So the only thing we are asking for is the release of the strip the old pipe occupies — not a swap, and not a reduction in the City's rights over the rest.

Technically: the record plat, PB 44 Pages 250–252, sheet 3, designates the area as "Common Ground Drainage and Utility Easement, 61,733 S.F." The Owner's Certificate dedicates all easements to the City of Dardenne Prairie and the listed utilities for the purpose of constructing, maintaining and repairing sewer and drainage facilities. The relocated alignment lies wholly within that dedicated easement area. The quiet title judgments conveyed fee title only and did not extinguish, alter, or affect the platted easement.

Public trust functions

Nothing the public uses is going away. This is not a street. No one drives on it, walks on it, or parks on it. There are no sight lines, no access, and no open space at stake. The only public function involved is drainage — and drainage is not being reduced. It is being rebuilt.

Technically: the relocated line is designed to City standards, will be inspected by the City before backfill, and will be secured by an improvement escrow held until the work is completed and found in compliance with the approved plans.

Utilities

The plat put a lot of names on this easement, so it is fair to ask whether releasing part of it steps on anyone. It does not.

There are only two things in the ground back there: the storm sewer we are moving, and a Duckett Creek sanitary sewer line. Everything else — electric, gas, water, cable and telephone — runs along the front of the homes and down the sides between lots, which is how the subdivision was laid out. None of it comes near this area. This is a rear yard in the interior of the block, with no street frontage and no through access. It is not a route any utility would have reason to use.

We have already been in contact with Duckett Creek, who will be performing some sanitary work for us on a related matter, and with Ameren and Spire regarding the service lines to our own home, both during construction and in their permanent locations.

We went through the full list of parties the plat named and compared it against what is actually in the ground. Nothing else is out there, and we cannot come up with a reason anything ever would be. A utility line routed through this area would run from the back of one yard toward the drainage basin and serve no home at all. It would be infrastructure to nowhere.

Technically: the Owner's Certificate on the record plat dedicates easements to the City of Dardenne Prairie, Public Water Supply District No. 2 of St. Charles County, Duckett Creek Sewer District, AmerenUE, Laclede Gas Company, CenturyTel and Charter Communications. Of those, only Duckett Creek Sewer District has facilities in the vicinity of the area proposed to be vacated — a sanitary sewer main and manhole, both shown on the enclosed relocation plan, neither of which is disturbed by this request or by the relocation. We reviewed each dedicatee against the facilities shown on the relocation plan. The area proposed to be vacated is interior rear yard abutting the subdivision's drainage basin; it has no street frontage, serves no lots, and provides no through route. We are aware of no utility interest in the area beyond the drainage function being relocated and Duckett Creek's existing sanitary facilities.

Land Use

The property is a single-family home today. It will be a single-family home when this is done. Nothing about how the land is used changes.

Technically: the property is zoned R1-D, PUD. The vacation involves no change in use, no change in density, and no change in lot configuration.

Public Benefit

The City's storm sewer is being replaced with new pipe, a new manhole, and a new outlet structure — and the City is not paying for any of it. Old pipe comes out, new pipe goes in, the City inspects the work, and the City holds money in escrow until it is satisfied. When it is finished, Dardenne Prairie owns a newer, better piece of its drainage system than it has today, at no cost to taxpayers.

Technically: approximately 80 linear feet of existing 18-inch reinforced concrete pipe will be removed and replaced with approximately 160 linear feet of new 18-inch pipe, one new 42-inch precast concrete manhole, and one new flared end section with toewall, all constructed to City standards, inspected by the City prior to backfill, and secured by an improvement escrow.

Ownership

The common ground behind our home — the subdivision's drainage basin — is titled to a company called PDIL, LLC, which the Missouri Secretary of State dissolved years ago. There has been no one to contact about that ground for

a long time. The Tysons Corner HOA has looked after the basin for years, but it has never held title to it — and, as we eventually learned, it had no ability to convey it.

Our two judgments cover roughly half an acre of that ground — a small portion of the overall basin: the part immediately behind our home that we alone have maintained and used as part of our yard. That is the part we possessed, and it is the only part we asked the court for. We went to court twice, and both times the court quieted title in our names. Both judgments are recorded at the County.

The rest of the drainage basin is unchanged. It remains titled to PDIL today. We did not ask for it, and nothing in this application involves it.

We did not start with a lawsuit. When we first looked at this, our plan was simply to buy the land from the Tysons Corner HOA, and that is what we asked them to do — we went to the board first, months before any court filing. In working through it, we learned that the HOA could not sell it to us — the ground was never actually conveyed to the association. It was still titled to PDIL, and PDIL no longer existed. So there was no seller. Quieting title was the only path left, not the one we picked first.

The result is that we own all of the land we are asking the City to release. There is no third party involved and no one else to get permission from.

We did not go to court to gain something new. We went to court to match the paperwork to what had already been true for a long time. This ground has been maintained by us and by the prior owner of our home for well over ten years — mowed, cleared, and kept up as part of the yard. We have spent several thousand dollars of our own money taking down dead trees and cleaning up the wooded area behind the house. Because the land was titled to a company that no longer exists, there was no one else responsible for it and no one to ask for help. We took care of it because it needed taking care of.

Technically: both judgments rest on findings that Plaintiffs and their predecessors-in-title had hostilely, actually, exclusively, openly, and continuously possessed the subject realty for more than ten years, and both quiet title in our names free and clear of any interest of PDIL, LLC, its unknown successors, or unknown owners and claimants.

- Amended Default Judgment, *Ungerboeck v. PDIL, LLC, et al.*, Case No. 2311-CC00686, entered January 5, 2024, recorded January 17, 2024 as Instrument 2024R-001985; and
- Default Judgment, *Ungerboeck v. PDIL, LLC, et al.*, Case No. 2511-CC01587, entered April 27, 2026, recorded April 29, 2026 as Instrument 2026R-019686.

Together with our deed to Lot 12 (Book DE7358, Page 356), those judgments establish the current configuration of the property, approximately 0.845 acres, as shown on the enclosed survey and plan set. The entire area proposed to be vacated lies within property we own. Certified copies of both judgments are included with the exhibits.

Neighbors and Coordination

We have not done this quietly. This has been discussed with the Tysons Corner board since 2023, beginning before we filed anything in court, and it has been raised at board meetings since so the neighborhood has been kept current as the project developed. The Board of Trustees corresponded with us directly about the sewer relocation in May 2025 and has been copied on our correspondence with the City since. We have committed to restoring the area we disturb when the work is finished.

Former City Engineer Matthew Davidson completed a preliminary review of the relocation plan in August 2026 and advised that the proposed design was sufficient to move forward through the City's approval process.

Questions We Expect, Answered in Advance

What happens to the old pipe?

It comes out. The existing pipe is excavated, removed from the site, and hauled off — it is not abandoned in place. The trench is then backfilled.

Technically: approximately 80 linear feet of existing 18-inch reinforced concrete pipe and one existing flared end section will be removed and disposed of off-site by the contractor. Backfill and compaction of both the removal trench and the new pipe trench are being addressed in coordination with a geotechnical engineer.

Who maintains the new pipe, and who pays if something goes wrong?

We are paying to build it. The City inspects it before it is covered up, and the City holds our money in escrow until it is satisfied the work was done right. After that, the relocated line sits in a City easement the same as the old one did.

Technically: the improvement escrow remains in place until the work has been completed, inspected, and found in compliance with the approved plans. If the City elects to accept the relocated storm sewer for maintenance, we understand a one-year maintenance escrow covering defects in workmanship may also be required, and we are prepared to post it.

When will the work happen?

As soon as the City's approvals are complete and the permits are issued. We are not asking to start early and no work will begin before then.

Technically: we understand from the City's stated sequence that the relocation may not begin until the Planning and Zoning and easement actions are complete, the Engineering plans are approved, the required escrow is posted, and the permits have been issued.

Does approving this open the door for other lots to do the same thing?

We do not think so. This request exists because of a specific and unusual set of facts: a public storm sewer running diagonally under a private back yard, adjoining common ground that had been titled to a dissolved company for years with no one maintaining it, and two court judgments resolving who owns it. That combination is not something another lot in Tysons Corner is positioned to repeat.

Technically: the request is limited to the portion of the platted drainage and utility easement occupied by the existing alignment. It does not affect the balance of the easement, the remaining common ground, or the rights of any other lot owner.

We appreciate the City's time on this. If anything here would be clearer with a drawing, a walk of the site, or a conversation with our engineer, we are glad to arrange it.

Respectfully,

Daren Ungerboeck
2602 McLean Court
Dardenne Prairie, MO 63368
Daren.ungerboeck@gmail.com
314-422-9328

Enclosures

1. Request to Vacate Public Right-of-Way application, notarized
2. Application fee, $100.00

Exhibits

3. 01 / 02 — Land Description — Easement Vacation, 080488, Lot 12 and Part of Common Ground 'A', prepared by James Q. Price, PLS — printed and Microsoft Word format
4. 03 — Easement Vacation Exhibit "A" — Lot 12, Tysons Corner
5. 04 — Storm Sewer Relocation Plan, 2 sheets, sealed by Michael N. Meiners, PE, latest revision 08/27/2026
6. 05 / 06 / 07 — Tysons Corner Record Plat, Plat Book 44, Pages 250, 251 and 252
7. 08 — Quit-Claim Deed, Book DE7358, Page 356 — Lot 12, Tysons Corner
8. 09 — Certified Amended Default Judgment, Case No. 2311-CC00686, recorded January 17, 2024 as Instrument 2024R-001985
9. 10 — Certified Default Judgment, Case No. 2511-CC01587, recorded April 29, 2026 as Instrument 2026R-019686

cc: Michael N. Meiners, PE — St. Charles Engineering & Surveying

DARDENNE PRAIRIE
www.DardennePrairie.org

City Engineer
Phone 636.978.6008
Fax 636.898.0923
Engineer@DardennePrairie.org

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

REQUEST TO VACATE PUBLIC RIGHT-OF-WAY

APPLICANT (if other than real property fee owner):

N/A - Applicant is the fee owner (see below)
Company Name

Printed Name, Title

Street Address

City/State/Zip Code

Telephone Number (Day)

Email Address Facsimile

FEE OWNERS OF THE REAL PROPERTY BURDENED BY THE RIGHT-OF-WAY BEING REQUESTED TO BE VACATED (additional attached):

N/A - Individual owners
Company Name

Daren Ungerboeck and Angela Ungerboeck, Owners
Printed Name, Title

2602 McLean Court
Street Address

Dardenne Prairie, MO 63368
City/State/Zip Code

314-422-9328
Telephone Number (Day)

Daren.ungerboeck@gmail.com
Email Address Facsimile

DARDENNE
PRAIRIE
www.DardennePrairie.org

City Engineer
Phone 636.978.6008
Fax 636.898.0923
Engineer@DardennePrairie.org

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

INFORMATION OF THE PROPERTY / RIGHT(S)-OF-WAY TO BE AFFECTED:

LEGAL DESCRIPTION: See attached - Land Description, Easement Vacation, 080488, Lot 12 and Part of Common Ground 'A', by James Q. Price, PLS, St. Charles Engineering & Surveying

STREET ADDRESS: 2602 McLean Court, Dardenne Prairie, MO 63368

CURRENT ZONING: R1-D, PUD

CURRENT USE: Single-family residential; public drainage and utility easement

PROPOSED USE: Residential; future swimming pool

One (1) original and one (1) copy of this completed application including the following must be submitted for review by the City Engineer. Upon review, additional copies will be requested for distribution to the Planning and Zoning Commission and the Board of Aldermen.

☑ A legal description of the right(s)-of-way to be affected, including one printed copy and one electronic copy in a Microsoft Word compatible format;

☑ A scaled map of such right(s)-of-way, correlated with its legal description and clearly showing the right(s)-of-way' s location;

☑ Copies of the deed(s) on file with the office of the St. Charles County Recorder of Deeds evidencing ownership of the property(s) burdened by the right(s)-of-way;

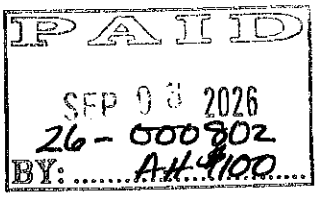
☑ Copies of all deeds, plats, easements, instruments of dedication or such other records or documents on file with the office of the St. Charles County Recorder of Deeds evidencing the location, nature and extent of the right(s)-of-way subject to the application.

☑ The notarized signature(s) of the applicant(s), fee owner(s) and agents of the fee owner(s), if any, certifying the accuracy of the required information. If the applicant(s) or fee owner(s) of the real property are a trust or business entity, then proof of the authority of the party executing the application must be provided by way of resolution, minutes, trust agreement, operating agreement, or other legally appropriate means;

☑ Non-Refundable Application fee of _____$100.00_____ provided.

Additional costs and fees may also include the costs and fees associated with a vacation include an appraisal fee, a vacation fee (based on the appraised value of the property), professionally prepared project drawings and plans, maps and plot plans, and traffic analysis. Applicant will be notified of any additional costs and fees upon review of this application by the City Engineer.

*** Before signing this application, familiarize yourself with all City procedures and requirements related to the vacation of public rights-of-way and make sure all items above are completed ***



THE UNDERSIGNED APPLICANT OF THE REAL PROPERTY BURDENED BY THE RIGHT(S) OF WAY BEING REQUESTED TO BE VACATED HEREBY CERTIFIES THE ACCURRACY OF THE INFORMATION PROVIDED IN THIS APPLICATION:

Authorized Signature

Daren Ungerboeck — Owner
Printed Name — Title

STATE OF MISSOURI)
) SS
COUNTY OF ST. CHARLES)

On this 3RD day of September, 2024, before me personally appeared Daren Ungerboeck, 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.

Notary Public

My Commission Expires: 10/29/2026

BRAD KEARNEY
Notary Public Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires Oct 29, 2026
Commission # 18626310

THE UNDERSIGNED FEE OWNER OF THE REAL PROPERTY BURDENED BY THE RIGHT(S) OF WAY BEING REQUESTED TO BE VACATED HEREBY CERTIFIES THE ACCURRACY OF THE INFORMATION PROVIDED IN THIS APPLICATION: (attach additional):

Authorized Signature

Angela Ungerboeck — Owner
Printed Name — Title

STATE OF MISSOURI)
) SS
COUNTY OF ST. CHARLES)

On this 2nd day of September, 20 24, before me personally appeared Angela Ungerboeck, 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.

Notary Public

My Commission Expires: 10/29/2026

BRAD KEARNEY
Notary Public, Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires Oct. 29, 2026
Commission # 18626310

THE UNDERSIGNED AGENT OF FEE OWNER OF THE REAL PROPERTY BURDENED BY THE RIGHT(S) OF WAY BEING REQUESTED TO BE VACATED HEREBY CERTIFIES THE ACCURRACY OF THE INFORMATION PROVIDED IN THIS APPLICATION: (attach additional):

No Agent

_____

Authorized Signature

_____

Company Name

_____

Printed Name, Title

_____

Street Address

_____

City/State/Zip Code

_____

Telephone Number Facsimile

_____

Email Address

STATE OF MISSOURI)
) SS
COUNTY OF ST. CHARLES)

On this _____ day of _____, 20____, before me personally appeared _____
_____, 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.

_____

Notary Public

My Commission Expires:

Pursuant to the above application, this request may be granted under the following conditions:

Procedures pertaining to the vacation of public rights-of-way are provided in Chapter 530 of the Municipal Code.

There is no right under law to vacate or to develop public right-of-way. In order to do so, a discretionary legislative approval must be obtained from the Board of Aldermen and the Board may not vacate right-of-way unless it determines that to do so is in the public interest. Part of that determination is to assure that potential development and use of the vacated right-of-way would serve the public interest in a significant way. The Board is not bound by land use policies or this ordinance in making right-of-way vacation decisions and may condition or deny vacations as it may deem necessary, in its sole discretion, to protect the public interest. The City will generally not support vacations that do not advance City planning goals, particularly if inconsistent with the desired intensity of development and preferred uses. In making this determination, the Board of Aldermen and City reviewers will weigh three components of the public interest described as follows:

1. Public Trust Functions: The City will consider the impact of the proposed vacation upon the circulation, access, utilities, light, air, open space, and views provided by the right-of-way;

2. Land Use impacts: The City will consider the land use impacts of the proposed vacation. Potential development involving the vacated right-of-way must be consistent with city land use policies for the area in which the right-of-way is located; and

3. Public Benefit: Benefits accruing to the public from the vacation of the right-of-way will be considered. The proposal must provide a long-term benefit for the general public.

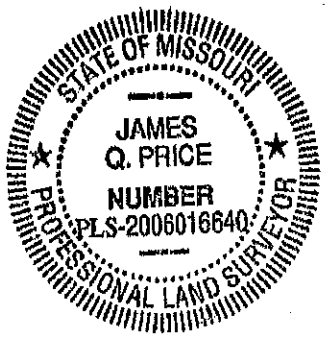
Prior to consideration by the Board of Aldermen, all applications for vacation of public rights-of-way shall be submitted to the Planning and Zoning Commission for its review and recommendation.

Prior to the formal process to petition the Board of Aldermen for the vacation, the City Engineer will make a threshold assessment of the feasibility of a potential vacation whenever possible. As part of this threshold assessment, the City Engineer will consider the impact of the proposed vacation on right-of-way functions and may recommend that the petition not proceed. Following the review of a vacation petition by the City Engineer and the Planning and Zoning Commission, the City Engineer will make a recommendation to the Board of Aldermen, including conditions to address the impacts of the proposed vacation and to ensure the provision of the required public benefit. This recommendation will include comments from the Planning and Zoning Commission, and may include a recommendation whether to grant or deny the vacation.

LAND DESCRIPTION
EASEMENT VACATION
080488 - LOT 12 AND PART OF COMMON GROUND 'A'
TYSONS CORNER
SEPTEMBER 3, 2026 JQP

A TRACT OF LAND BEING PART OF LOT 12 AND PART OF COMMON GROUND 'A ' OF TYSONS CORNER AS RECORDED IN PLAT BOOK 44 PAGES 250-252, ST. CHARLES COUNTY, MISSOURI, BEING FURTHER DESCRIBED AS FOLLOWS;

COMMENCING AT THE INTERSECTION OF THE NORTHERN LINE OF SAID LOT 12 AND THE SOUTHERN LINE OF MCLEAN COURT; THENCE ALONG THE NORTHERN LINE OF SAID LOT 12, SOUTH 78 DEGREES 35 MINUTES 02 SECONDS EAST, 128.14 FEET TO A POINT; THENCE SOUTH 11 DEGREES 14 MINUTES 47 SECONDS WEST, 5.00 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE CONTINUING SOUTH 11 DEGREES 14 MINUTES 47 SECONDS WEST, 45.97 FEET TO A POINT; THENCE SOUTH 42 DEGREES 44 MINUTES 32 SECONDS EAST, 22.72 FEET TO A POINT; THENCE SOUTH 24 DEGREES 35 MINUTES 51 SECONDS WEST, 43.12 FEET TO A POINT; THENCE NORTH 85 DEGREES 55 MINUTES 44 SECONDS WEST, 85.79 FEET TO A POINT; THENCE NORTH 62 DEGREES 19 MINUTES 14 SECONDS EAST, 42.99 FEET TO A POINT; THENCE NORTH 32 DEGREES 36 MINUTES 36 SECONDS EAST, 91.29 FEET TO A POINT; THENCE SOUTH 78 DEGREES 35 MINUTES 02 SECONDS EAST, 10.00 FEET TO THE POINT OF BEGINNING, CONTAINING 4,202 SQUARE FEET, MORE OR LESS ACCORDING TO CALCULATIONS BY ST. CHARLES ENGINEERING AND SURVEYING, INC DURING THE MONTH OF AUGUST, 2026.



EASEMENT VACATION
LOT 12 TYSONS CORNER
PLAT BOOK 44 PAGE 250-252
ST. CHARLES COUNTY, MISSOURI

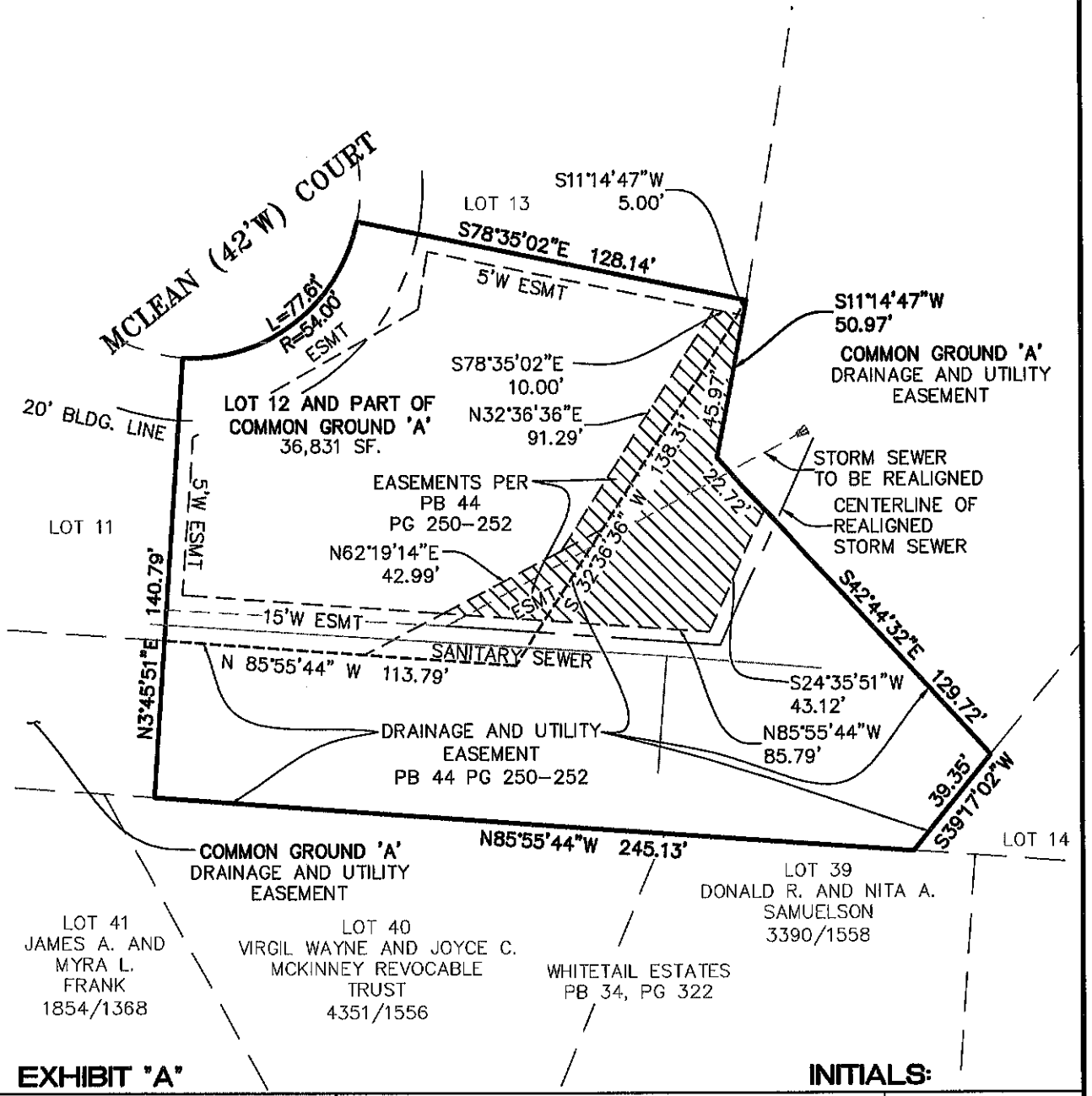


EXHIBIT "A"

INITIALS:

SCALE: 1" = 50'

N

0 25 50 100

REVISED: 9/03/26

SHEET 1 OF 1

S|C
E|S
ST. CHARLES ENGINEERING & SURV., INC.
801 S. FIFTH STREET, SUITE 202
ST. CHARLES, MO 63301
TEL: (636) 947-0607 FAX: (636) 947-2448

ORDER NO. 080488

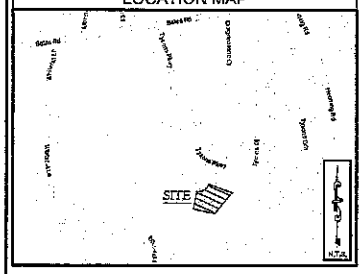
DATE 9/03/26

STORM SEWER RELOCATION PLAN

ADJUSTED LOT 12
TYSONS CORNER

A TRACT OF LAND BEING ADJUSTED LOT 12A OF "A BOUNDARY ADJUSTMENT PLAT OF LOT 12 AND COMMON GROUND TYSONS CORNER"
PB 44 PG 250-252
ST. CHARLES COUNTY, MISSOURI

LOCATION MAP

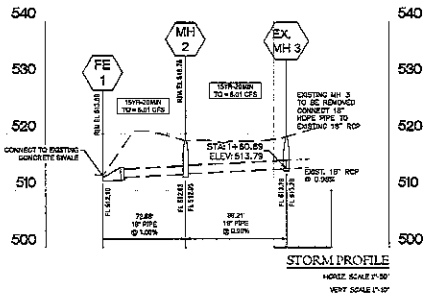


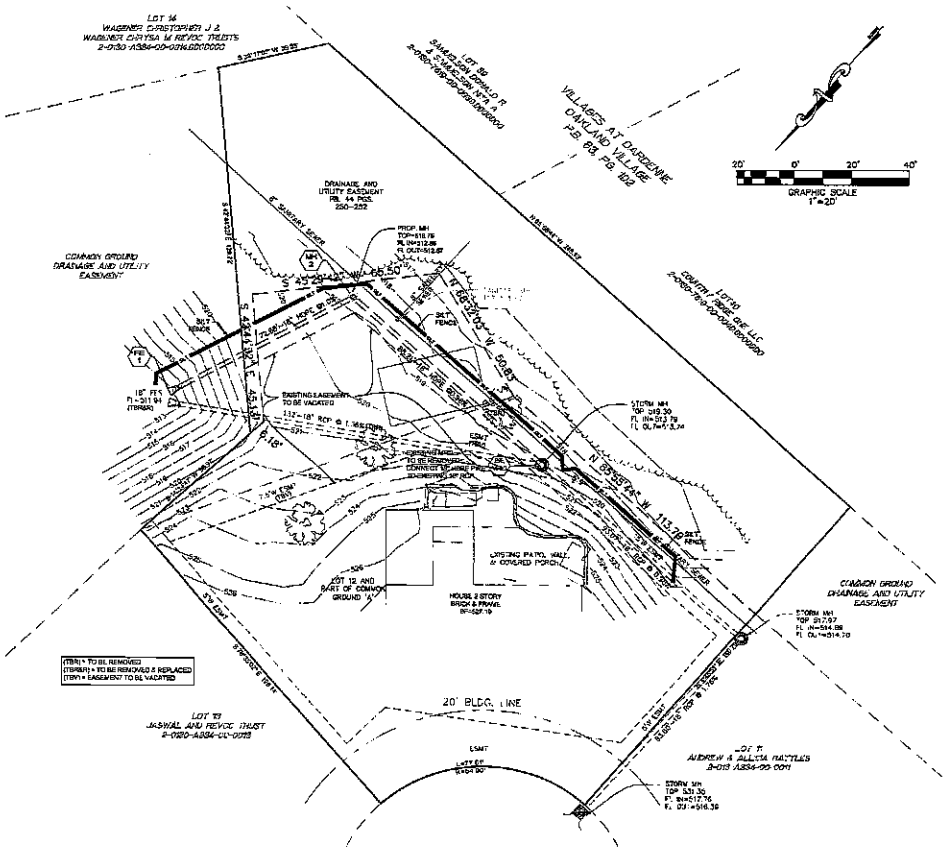
GENERAL SITE NOTES:

1. PROPERTY OWNER: DARIN & ANGELA UNDERBROCK
   3992 MOLEAH CT
   O'FALLON MO 63368
   CONTACT: DARIN UNDERBROCK
   PHONE: (636) 400-4033 EXT. 109
   EMAIL: DARIN@CEDARCREEKGROUP.com
2. PARCEL ID #: 2-0130-A334-00-0012
3. SITE AREA: 0.85 ACRES±
4. EXISTING ZONING: SINGLE FAMILY RESIDENTIAL

GENERAL NOTES:

1. ALL CITY OF DARDENNE PRAIRIE STORMWATER MANAGEMENT REQUIREMENTS FOR THIS DEVELOPMENT WILL BE WITHIN THIS BASINS LOCATED ON EACH SIDE OF THE CREEK. EACH BASIN WILL PROVIDE THE REQUIRED WATER QUALITY AND FLOOD PROTECTION FOR THE WATERSHED ON THAT SIDE OF THE CREEK.
2. ACCORDING TO THE FLOOD INSURANCE RATE MAP FOR ST. CHARLES COUNTY, DATED JANUARY 20, 2016, MAP NUMBER 29183C0063G, THE PROPERTY LIES OUTSIDE OF THE 100 YEAR FLOODPLAIN.
3. UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE INFORMATION AND THEREFORE THEIR LOCATIONS SHALL BE CONSIDERED APPROXIMATE ONLY. THE VERIFICATION OF THE LOCATION OF ALL UNDERGROUND UTILITIES, EITHER SHOWN OR NOT SHOWN ON THESE PLANS, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, AND SHALL BE LOCATED PRIOR TO ANY GRADING AND/OR CONSTRUCTION OF IMPROVEMENTS.
4. ALL NECESSARY UTILITIES PUBLIC AND PRIVATE WILL BE AVAILABLE, FUNCTIONING AND USABLE AT THE TIME ANY STAGE OF THE PROJECT OR THE TOTAL PROJECT IS READY FOR OCCUPANCY.
5. ALL PROPOSED UTILITIES SHALL BE LOCATED UNDERGROUND.
6. FINAL LOCATION OF PUBLIC UTILITIES AND EASEMENTS FOR EXISTING DRAINAGE DITCHES SHALL BE DETERMINED WITH THE IMPROVEMENT PLANS.
7. SANITARY SEWER, STORM SEWER AND WATER LINE LOCATIONS SHOWN ARE APPROXIMATE ONLY. ACTUAL LOCATIONS WILL BE DETERMINED WITH IMPROVEMENT PLANS.
8. NO SLOPES SHALL EXCEED 3 (HORIZONTAL) TO 1 (VERTICAL).
9. ALL GRADING AND DRAINAGE SHALL BE IN CONFORMANCE WITH THE CITY OF DARDENNE PRAIRIE, MODNR, AND OTHER GOVERNING AGENCY STANDARDS.
10. DNR AND OGE SPECIFY NO GRADING ON THE BED OR BANK OF A JURISDICTIONAL TRIBUTARY CAN OCCUR UNLESS A PERMIT HAS BEEN OBTAINED. IN ADDITION, DNR AND OGE DO NOT ALLOW DISTURBANCE OF WETLAND AREAS WITHOUT A PERMIT AND A MITIGATION PLAN.
11. ANY DISTURBED OFF SITE PROPERTY (I.E. BUSHES, FENCES, MAILBOXES, ETC) SHALL BE REPLACED IN KIND AT THE DEVELOPERS EXPENSE.
12. ALL LANDSCAPING SHALL COMPLY WITH THE CITY OF DARDENNE PRAIRIE REQUIREMENTS.





STORM SEWER REPORT

Line No.	Line ID	Section No	Invert El.	Coord/Sta El Dn	Invert Up	Coord/Sta El Up	Line Length	Line Slope	Line Size	Line Type	Capac Full	Known Q	Flow Ratio	Vel Ave	Energy Loss	Minor Loss	HGL Dn	HGL Up	Transfer
			(ft)	(ft)	(ft)	(ft)	(ft)	(%)	(in)		(cfs)	(cfs)	(cfs)	(fps)	(ft)	(ft)	(ft)	(ft)	(ft)
1		1-2	Outlet	511.94	513.77	512.67	516.75	72.67	1.23	18	0.913	10.52	0.00	3.01	4.78	0.000	0.34	512.82	513.53	5.22
2		2-3	1	512.66	513.79	513.54	518.36	68.215	1.23	18	0.913	10.49	3.01	6.01	5.32	0.000	0.25	513.91	514.66	4.16

Call BEFORE you DIG
TOLL FREE
1-800-344-7483
MISSOURI ONE-CALL SYSTEM, INC.

UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE INFORMATION AND THEREFORE THEIR LOCATIONS SHALL BE CONSIDERED APPROXIMATE ONLY. THE VERIFICATION OF THE LOCATION OF ALL UNDERGROUND UTILITIES, EITHER SHOWN OR NOT SHOWN ON THESE PLANS, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, AND SHALL BE LOCATED PRIOR TO ANY GRADING AND/OR CONSTRUCTION OF IMPROVEMENTS.

L:\088438 - TYSONS CORNER LOT 12\TYSONS CORNER 12\dwg\088438_LOT 12_WORKING.dwg 03/27/26-2:35pm

MARK	DESCRIPTION	DATE
1	ADJUSTED LOT 12 PLAN	03/26/26
2	PLAN REVISIONS	03/27/26
3	PLAN REVISIONS	03/27/26

STORM SEWER RELOCATION PLAN
TYSONS CORNER
COVER & SITE PLAN

ST. CHARLES ENGINEERING & SURVEYING, INC.
801 S. FIFTH STREET, SUITE 203
ST. CHARLES, MO 63301
TEL: (636) 947-0607 FAX: (636) 947-8448
ST CHARLES ENGINEERING AND SURVEYING, INC.
PROFESSIONAL CERTIFICATES OF AUTHORITY - 001647 & 000379
MISSOURI STATE CERTIFICATES OF AUTHORITY - 001647 & 000379

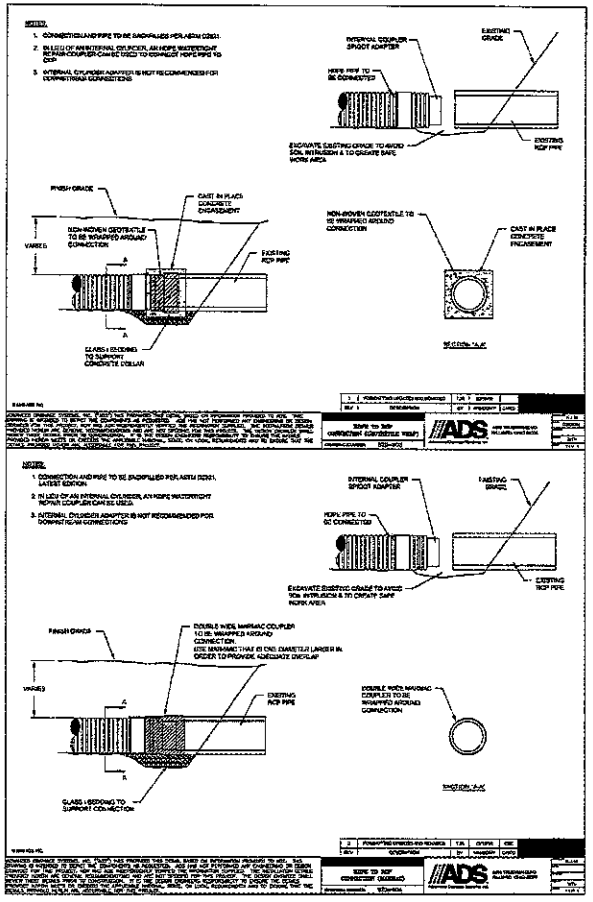
STATE OF MISSOURI
MICHAEL NEWBY
NUMBER E-22483
PROFESSIONAL ENGINEER
DATE SIGNED 03/27/26
MY COMMISSION EXPIRES

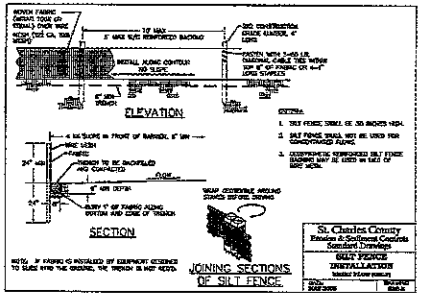
ORDER NO.
08-0488
DATE
03/27/26
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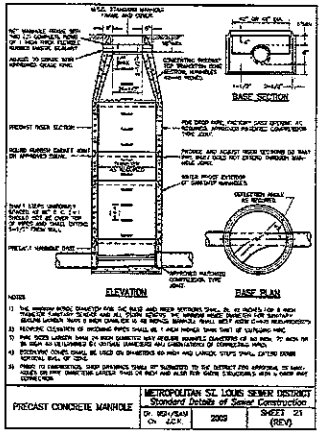
STORM SEWER RELOCATION PLAN

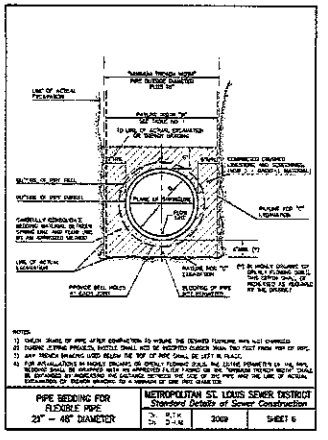
ADJUSTED LOT 12
TYSONS CORNER

A TRACT OF LAND BEING ADJUSTED LOT 12A OF "A BOUNDARY
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PB 44 PG 250-252
ST. CHARLES COUNTY, MISSOURI









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STORM SEWER RELOCATION PLAN
TYSONS CORNER
DETAILS

ST. CHARLES ENGINEERING & SURVEYING, INC.
801 S. FIFTH STREET, SUITE 208
ST. CHARLES, MISSOURI 63301
TEL: (636) 947-0697 FAX: (636) 947-2445
ST. CHARLES ENGINEERING AND SURVEYING CORPORATION
PROFESSIONAL ENGINEERING AND LAND SURVEYING
MISSOURI STATE CERTIFICATES OF AUTHORITY – 001947 & 000379

ORDER NO.
06-0486
DATE
08/21/2026

Recorder's Fee
Rec'd Plat Pg/Doc
Barbara J. Hall
St. Charles County
MO, Karen Peterson
Deputy Recorder

CERTIFIED-FILED FOR RECORD

TYSONS CORNER
RECORD PLAT
PART OF A TRACT OF LAND BEING PART OF U.S. SURVEY 1841,
TOWNSHIP 48 NORTH, RANGE 3 EAST
CITY OF DARDENNE PRAIRIE
ST. CHARLES COUNTY, MISSOURI

OWNERS CERTIFICATE

THE UNDERSIGNED OWNERS OF THE TRACT OF LAND HEREON PLATTED AND FURTHER DESCRIBED IN THE FOREGOING SURVEYOR'S CERTIFICATE, HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED IN THE MANNER SHOWN ON THIS PLAT, WHICH SUBDIVISION SHALL HEREAFTER BE KNOWN AS "TYSONS CORNER". TYSONS PARKWAY (40' W.), TYSONS COURT (40' W.), MALEVAL BOUNT (40' W.), AND TYSONS GREEN (40' W.), TOGETHER WITH ALL RIGHTDINGS LOCATED AT THE STREET INTERSECTIONS, WHICH FOR BETTER IDENTIFICATION IS SHOWN HACHURED ON THIS PLAT, ARE HEREBY DEDICATED TO THE CITY OF DARDENNE PRAIRIE, MISSOURI FOR PUBLIC USE FOREVER.

THE UNDERSIGNED DESIGNATES SAID STREETS AS UTILITY EASEMENTS FOR THE PURPOSE OF SANITARY SEWERS, GAS LINES, WATERLINES, STORM SEWERS, ETC.

ALL EASEMENTS ARE HEREBY DEDICATED TO THE CITY OF DARDENNE PRAIRIE, PUBLIC WATER SUPPLY DISTRICT NO. 2 OF ST. CHARLES COUNTY, DUCKETT CREEK SEWER DISTRICT, AMEREN/ME, LACLEDE GAS COMPANY, CENTURYTEL, AND CHARTER COMMUNICATIONS, THEIR SUCCESSORS AND ASSIGNS AS THEIR INTERESTS MAY APPEAR FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, AND REPAIRING OF PUBLIC ROADWAYS, PUBLIC UTILITIES AND SEWER AND DRAINAGE FACILITIES WITH THE RIGHT OF TEMPORARY USE OF ADJACENT GROUND NOT OCCUPIED BY IMPROVEMENTS FOR THE EXCAVATION AND STORAGE OF MATERIALS DURING INSTALLATION, REPAIR, OR REPLACEMENT OF SAID ROADWAY, UTILITIES, SEWERS, AND DRAINAGE FACILITIES. NO BUILDING OR STRUCTURE SHALL BE ERECTED ON ANY EASEMENT, AND THE GRADE OVER ANY EASEMENT SHALL NOT BE CHANGED AFTER INSTALLATION OF ANY UTILITY.

THE UNDERSIGNED DECLARES THAT THE COMMON GROUND AS SHOWN HEREON SHALL BE CONVEYED TO THE HOMEOWNERS ASSOCIATION AND SHALL BE SUBJECT TO EASEMENTS, COVENANTS AND RESTRICTIONS AS PROVIDED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THIS SUBDIVISION, RECORDED AS NOTED BELOW.

THE UNDERSIGNED DECLARES THAT THIS SUBDIVISION SHALL BE SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS OF "TYSONS CORNER" AS SET FORTH IN AN INSTRUMENT FILED IN BOOK _____ PAGE _____ IN THE OFFICE OF THE RECORDER OF DEEDS, ST. CHARLES COUNTY, MISSOURI.

ALL BUILDING LINES AS SHOWN HEREON ARE HEREBY ESTABLISHED.

THE UNDERSIGNED DECLARES THAT THERE SHALL BE ESTABLISHED, ALONG ALL PUBLIC ROAD RIGHT OF WAYS WITHIN THIS DEVELOPMENT, A TEN (10) FOOT LANDSCAPE SETBACK PER ARTICLE IX, SECTION 405.050, PARAGRAPH B, SUBPARAGRAPH B.1, OF THE ZONING REGULATIONS OF THE CITY OF DARDENNE PRAIRIE. PER ARTICLE IX SECTION 405.060 PARAGRAPH B, SUBPARAGRAPH B.1, SUBSECTION F LOT OWNERS SHALL BE RESPONSIBLE FOR THE CONTINUED MAINTENANCE OF ANY REQUIRED PLANTINGS WITHIN THE LANDSCAPE SETBACK.

THE ENTRANCE MONUMENT EASEMENTS AND THE 15' WIDE LANDSCAPE EASEMENT ALONG BATES ROAD AND HENNING ROAD ARE HEREBY DEDICATED TO THE HOME OWNERS FOR MAINTENANCE.

ALL TAXES WHICH ARE DUE AND PAYABLE AGAINST THIS PROPERTY HAVE BEEN PAID IN FULL.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE SET THEIR HANDS THIS 2 DAY OF March, 2007

BY: _____ BY: _____

PRINT NAME: RICHARD D. CARROLL PRINT NAME: BRIAN M PRATT

TITLE: MEMBER TITLE: MEMBER

OWNERS NOTARY

STATE OF MISSOURI }
COUNTY OF ST. CHARLES } SS

ON THIS 2 DAY OF March 2007, BEFORE ME APPEARED Brian M Pratt AND Richard D Carroll TO ME PERSONALLY KNOWN, WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE Members OF Hennan Dev., LLC A MISSOURI LLC CORPORATION, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION, AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS, AND SAID _____ ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID CORPORATION.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL IN THE COUNTY AND STATE AFORESAID, THIS DAY AND YEAR FIRST ABOVE WRITTEN.

SALLY S. KANIPE
Notary Public - Notary Seal
State of Missouri
County of St. Charles
My Commission Exp. 10/15/2007

NOTARY PUBLIC: Sally S. Kanipe
PRINT NAME: Sally S. Kanipe
MY TERM EXPIRES: 10/15/07

LENDERS CERTIFICATE

THE UNDERSIGNED HOLDER OR LEGAL OWNER OF NOTES SECURED BY A DEED OF TRUST RECORDED IN BOOK 0E4976 PAGE 1920 OF THE ST. CHARLES COUNTY RECORDS HEREBY JOINS IN AND APPROVES IN EVERY DETAIL THIS PLAT OF "TYSONS CORNER".

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND AFFIXED OUR CORPORATE SEAL THIS 7th DAY OF March, 2007

BY: Darrell Roberts

PRINT NAME: DARRELL ROBERTS

TITLE: Vice V.P.

LENDER'S NOTARY

STATE OF MISSOURI }
COUNTY OF ST. CHARLES } SS

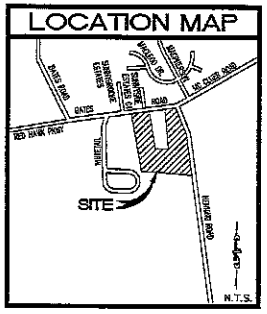
ON THIS 7th DAY OF March 2007 BEFORE ME APPEARED Darrell Roberts TO ME PERSONALLY KNOWN, WHO, BEING BY ME DULY SWORN, DID SAY THAT HE IS THE Vice President OF Regions Bank A Missouri Corporation, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID Corporation, AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED IN BEHALF OF SAID Corp. BY AUTHORITY OF ITS BOARD OF DIRECTORS, AND SAID ____ ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID Corporation.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL IN THE COUNTY AND STATE AFORESAID, THIS DAY AND YEAR FIRST ABOVE WRITTEN.

JODI M. BALDWIN
Notary Public - Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires: Aug. 19, 2007

NOTARY PUBLIC: Jodi M Baldwin
PRINT NAME: Jodi M Baldwin
MY TERM EXPIRES: 8-19-07

LOCATION MAP



LOCATION MAP
NOT TO SCALE

PROPERTY DESCRIPTION

A TRACT OF LAND BEING IN U.S. SURVEY 1841, TOWNSHIP 48 NORTH, RANGE 3 EAST, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF "VILLAGES AT DARDENNE-OAKLAND VILLAGE", A SUBDIVISION RECORDED IN PLAT BOOK 33, PAGE 192 OF THE ST. CHARLES COUNTY RECORDS; THENCE ALONG THE NORTHERN LINE OF SAID SUBDIVISION NORTH 89 DEGREES 55 MINUTES 44 SECONDS WEST, A DISTANCE OF 3.11 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE CONTINUING ALONG SAID NORTHERN LINE AND ALONG THE NORTH LINE OF LOT 19 OF "WHITEHALL ESTATES", A SUBDIVISION RECORDED IN PLAT BOOK 34, PAGE 302 OF SAID COUNTY RECORDS NORTH 89 DEGREES 55 MINUTES 44 SECONDS WEST, A DISTANCE OF 1,055.10 FEET TO A POINT BEING A COMMON CORNER OF LOT 19 AND LOT 11 OF SAID "WHITEHALL ESTATES"; THENCE ALONG THE EAST LINE OF SAID LOT 10 AND THE EAST LINE OF PROPERTY CONVEYED TO ALFRED H. FRANK, JR. IN BOOK 2722A, PAGE 209 OF SAID RECORDS NORTH 09 DEGREES 24 MINUTES 08 SECONDS WEST, A DISTANCE OF 1,079.87 FEET TO A POINT IN THE SOUTHERN RIGHT-OF-WAY LINE OF BATES ROAD(VARY); THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 81 DEGREES 27 MINUTES 03 SECONDS EAST, A DISTANCE OF 287.94 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,870.49 FEET AND A CENTRAL ANGLE OF 00 DEGREES 58 MINUTES 55 SECONDS; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 32.63 FEET TO THE NORTHWEST CORNER OF PROPERTY CONVEYED TO ELMER AND DORIS BERGHOLD IN BOOK 486, PAGE 269 OF SAID RECORDS; THENCE ALONG THE WESTERN, SOUTHERN AND EASTERN LINES OF SAID BERGHOLD PROPERTY SOUTH 07 DEGREES 32 MINUTES 12 SECONDS EAST, A DISTANCE OF 643.80 FEET TO A POINT, SOUTH 84 DEGREES 50 MINUTES 12 SECONDS EAST, A DISTANCE OF 149.40 FEET TO A POINT AND NORTH 01 DEGREES 09 MINUTES 58 SECONDS EAST, A DISTANCE OF 629.26 FEET TO A POINT IN THE AFOREMENTIONED SOUTHERN RIGHT-OF-WAY LINE OF BATES ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE WESTERN RIGHT OF WAY LINE OF HENNING ROAD(VARIABLE WIDTH) THE FOLLOWING COURSES AND DISTANCES: NORTH 79 DEGREES 27 MINUTES 03 SECONDS EAST, A DISTANCE OF 174.99 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 686.17 FEET AND A CENTRAL ANGLE OF 12 DEGREES 50 MINUTES 09 SECONDS EASTERLY ALONG THE ARC A DISTANCE OF 143.76 FEET; NORTH 72 DEGREES 37 MINUTES 53 SECONDS EAST, A DISTANCE OF 48.51 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES SOUTH 22 DEGREES 11 MINUTES 16 SECONDS WEST, A RADIAL DISTANCE OF 345.69 FEET; SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 43 DEGREES 58 MINUTES 16 SECONDS, A DISTANCE OF 265.28 FEET; SOUTH 27 DEGREES 46 MINUTES 59 SECONDS EAST, A DISTANCE OF 97.72 FEET TO THE POINT OF CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES SOUTH 62 DEGREES 19 MINUTES 39 SECONDS WEST, A RADIAL DISTANCE OF 934.25 FEET; SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 07 DEGREES 09 MINUTES 13 SECONDS, A DISTANCE OF 116.17 FEET TO A POINT; SOUTH 20 DEGREES 34 MINUTES 12 SECONDS EAST, A DISTANCE OF 281.80 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 626.17 FEET AND A CENTRAL ANGLE OF 12 DEGREES 57 MINUTES 00 SECONDS; SOUTHERLY ALONG THE ARC A DISTANCE OF 141.55 FEET TO A POINT; SOUTH 07 DEGREES 34 MINUTES 12 SECONDS EAST, A DISTANCE OF 74.87 FEET TO THE POINT OF BEGINNING. CONTAINING 25.53 ACRES, MORE OR LESS ACCORDING TO SURVEY AND CALCULATIONS BY ST. CHARLES ENGINEERING AND SURVEYING, INC. IN MARCH, 2006.

PROPERTY OWNER and DEVELOPER

HENNING DEVELOPMENT LLC
1730 DISCOVERY DR
WENTZVILLE MO 63385
(314) 575-8673

GENERAL NOTES

1. BASIS OF BEARINGS: MISSOURI STATE PLANE- EAST ZONE-GRID NORTH
2. TOTAL AREA OF THIS PLAT IS 25.53 ACRES. AREA PLATTED IS ZONED R1-D, PUD.
3. TOTAL NUMBER OF LOTS = 82.
4. BUILDING LINES ARE AS FOLLOWS, UNLESS INDICATED OTHERWISE ON THIS PLAT:
   FRONT BUILDING LINES ARE 25 FEET, UNLESS SHOWN OTHERWISE.
   SIDE YARD SETBACKS ARE 8 FEET.
   REAR YARD SETBACKS ARE 25 FEET.
5. EASEMENTS ARE AS FOLLOWS:
   ALL EASEMENTS ALONG THE FRONT PROPERTY LINES ARE 10 FEET WIDE, UNLESS OTHERWISE NOTED.
   ALL EASEMENTS ALONG THE SIDE PROPERTY LINES ARE 5 FEET WIDE, UNLESS OTHERWISE NOTED.
   ALL EASEMENTS ALONG THE REAR PROPERTY LINES ARE 7.5 FEET WIDE, UNLESS OTHERWISE NOTED.
6. CROSSES TO BE CUT AT ALL STREET CENTERLINE INTERSECTIONS AND AT ALL P.C.'S AND P.T.'S OF CURVES AT THE STREET CENTERLINE AND CROSSES TO BE CUT ON THE CURB AT THE PROLONGATION OF THE SIDE LOT LINES AFTER THE COMPLETION OF STREET CONSTRUCTION. IRON PIPES TO BE SET AT THE REAR LOT CORNERS WITHIN TWELVE MONTHS AFTER THE RECORDING OF THIS SUBDIVISION PLAT, IN ACCORDANCE WITH 10 CSR 30-2.060 OF THE MISSOURI DEPARTMENT OF NATURAL RESOURCES AND 4 CSR 30-16.010 OF THE MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT.
7. ACCORDING TO FIRM MAP #29183C0430 E REVISED AUGUST 2, 1996, THIS PROPERTY IS LOCATED IN ZONE X, AREAS OUTSIDE THE 500 YEAR FLOODPLAIN.
8. THIS SURVEY IS SUBJECT TO A TITLE COMMITMENT ISSUED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY, COMMITMENT NUMBERS IT-23574-08-DR, IT-23570-08-DR AND IT-23572-08-DR WITH AN EFFECTIVE DATE MARCH 12, 2006, AND IS SUBJECT TO THE EXCEPTIONS LISTED BELOW:
9. ST. CHARLES ENGINEERING AND SURVEYING, INC. HAS PERFORMED NO EASEMENT SEARCH AND THE EASEMENTS LISTED IN THE ABOVE REFERENCED TITLE COMMITMENTS ARE ADDRESSED IN THE SCHEDULE "B-I" NOTES BELOW.

   COMMITMENT NO. IT-23572-08-DR

   ITEM #10, SUBJECT TO REPORT OF COMMISSIONERS BY AND BETWEEN TOWN OF DARDENNE PRAIRIE, MISSOURI AND BEVERLY JOAN MUNSON (ETAL, FILED 8/22/00 AS CASE NUMBER 00CV126289 IN THE ST. CHARLES COUNTY CIRCUIT COURT.(RIGHT OF WAY TAKING-NEW RIGHT OF WAY SHOWN)

   COMMITMENT NO. IT-23570-08-DR

   ITEM #10, SUBJECT TO AN EASEMENT FOR CONSTRUCTION, OPERATION AND MAINTENANCE OF A GAS DISTRIBUTION SYSTEM IN FAVOR OF LACLEDE GAS COMPANY AS SET FORTH IN INSTRUMENT RECORDED 7/08/03 IN BOOK 2904, PAGE 517.(SHOWN)

   COMMITMENT NO. IT-23574-08-DR

   ITEM #10, SUBJECT TO AN EASEMENT FOR UTILITY IN FAVOR OF LACLEDE GAS COMPANY, A MISSOURI CORPORATION AS SET FORTH IN INSTRUMENT RECORDED 7/03/03 IN BOOK 2904 AT PAGE 514.(SHOWN)
10. THE FOLLOWING LOTS SUBJECT TO STREET MOVEMENT:
    LOT 7, 8, 9, 10, 11, 12, 14, 15, 19, 20, 26, 27, 28, 33, 34, 40, 41, 42, 43, 44, 45, 46, 47, 53, 55, 56.
11. (0000) - DENOTES LOT ADDRESS.
12. AFTER NORMAL WARRANTY PERIODS, TREES ALONG THE RIGHT-OF-WAY SHALL BE MAINTAINED IN GOOD CONDITION BY THE CORRESPONDING HOMEOWNERS ASSOCIATION AS PART OF SAID COVENANTS AND RESTRICTIONS OF THE SUBDIVISION. SAID RESTRICTIONS SHALL INCLUDE LANGUAGE APPROVED BY THE CITY TO ALLOW THE CITY TO REMOVE TREES SHOULD PUBLIC SAFETY BE THREATENED.
13. NOT MORE THAN 30% OF THE LOT AREA SHALL BE COVERED BY THE PRINCIPAL BUILDING.

CITY CERTIFICATE

THIS IS TO CERTIFY THAT THE ABOVE PLAT OF "TYSONS CORNER" HAS BEEN APPROVED BY THE CITY OF DARDENNE PRAIRIE, MISSOURI, THIS 21st DAY OF February, 2007

PLANNING AND ZONING CHAIRMAN
PRINTED NAME
MAYOR
PRINTED NAME

CITY ENGINEER
PRINTED NAME
CITY CLERK
PRINTED NAME

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT ST. CHARLES ENGINEERING AND SURVEYING, INC., AT THE REQUEST AND FOR THE EXCLUSIVE USE OF HENNING DEVELOPMENT, LLC, DURING THE MONTH OF MARCH, 2006 EXECUTED A BOUNDARY SURVEY OF "THREE TRACTS OF LAND BEING PART OF U.S. SURVEY 1841, TOWNSHIP 48 NORTH, RANGE 3 EAST, ST. CHARLES COUNTY, MISSOURI", AND SUBSEQUENTLY IN NOVEMBER, 2006 PREPARED A SUBDIVISION PLAT OF SAID SURVEY. THIS SURVEY WAS PREPARED IN ACCORDANCE WITH CHAPTER 16 "MISSOURI MINIMUM STANDARDS FOR URBAN PROPERTY BOUNDARY SURVEYS (10 CSR 30-2 AND 4 CSR 30-16.010-16.110)."

RICHARD KEITH SIEBOHMAN MO. P.L.S. #2002014094

2-28-07
DATE

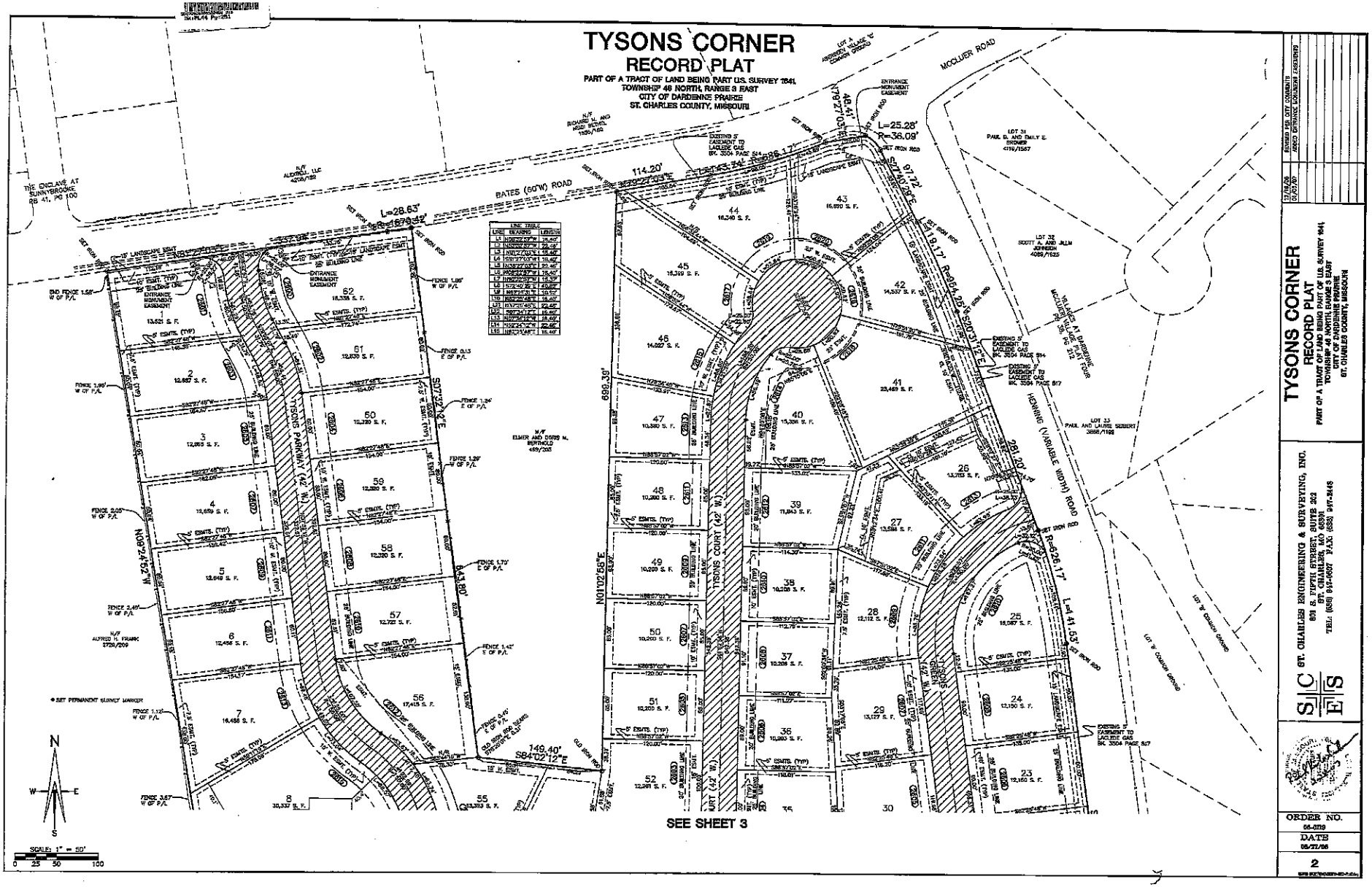
12/11/06	REVISED PER CITY COMMENTS
01/05/07	ADDED ENTRANCE MONUMENT EASEMENTS

TYSONS CORNER
RECORD PLAT
PART OF A TRACT OF LAND BEING PART OF U.S. SURVEY 1841,
TOWNSHIP 48 NORTH, RANGE 3 EAST
CITY OF DARDENNE PRAIRIE
ST. CHARLES COUNTY, MISSOURI

ST. CHARLES ENGINEERING & SURVEYING, INC.
401 S. FIFTH STREET, SUITE 200
ST. CHARLES, MO 63301
TELE (636) 947-0667 FAX (636) 947-2446

ORDER NO.
060110
DATE
06/27/06
1

© 2006 ST. CHARLES ENGINEERING & SURVEYING, INC.



TYSONS CORNER
RECORD PLAT
PART OF A TRACT OF LAND BEING PART OF U.S. SURVEY 1941
TOWNSHIP 46 NORTH, RANGE 3 EAST
CITY OF DARDENNE PRAIRIE
ST. CHARLES COUNTY, MISSOURI

REVISED PER CITY COMMENTS 12/18/06
ADDED ENTRANCE MONUMENT EASEMENTS 01/03/07

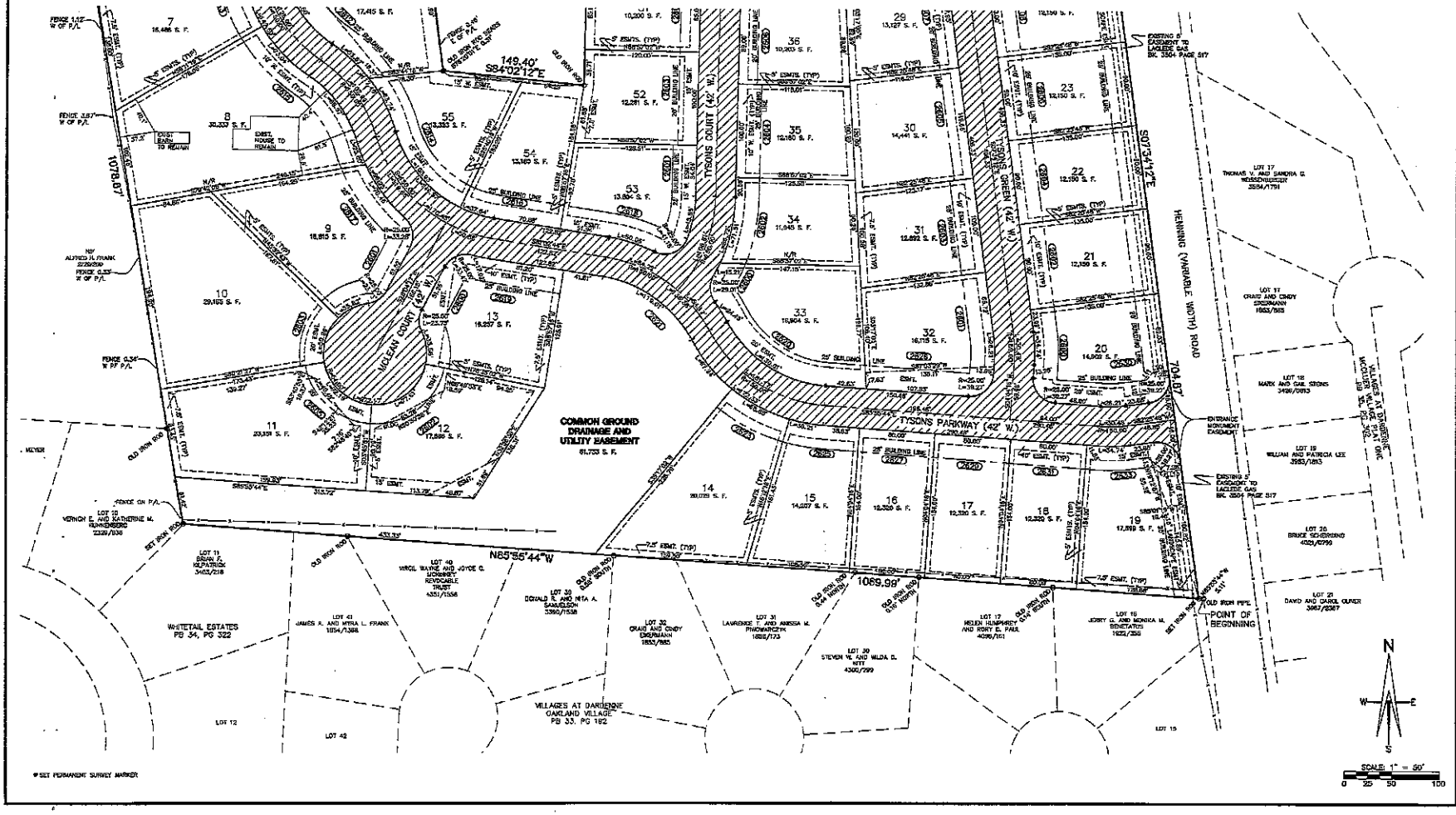
SIC ES
ST. CHARLES ENGINEERING & SURVEYING, INC.
809 S. TWELFTH STREET, SUITE 202
ST. CHARLES, MO. 63301
TEL: (636) 940-6600 FAX: (636) 947-8446

ORDER NO.
56-079
DATE
05/22/06
2

TYSONS CORNER
RECORD PLAT

PART OF A TRACT OF LAND BEING PART OF U.S. SURVEY 1941,
TOWNSHIP 46 NORTH, RANGE 5 EAST
CITY OF DARDENNE PRAIRIE
ST. CHARLES COUNTY, MISSOURI

SEE SHEET 2



* SET PERMANENT SURVEY MARKER

12/13/06	REVISED PER CITY COMMENTS
04/09/07	ADDED ENTRANCE MONUMENT EASEMENTS

TYSONS CORNER
RECORD PLAT
PART OF A TRACT OF LAND BEING PART OF U.S. SURVEY 1941
TOWNSHIP 46 NORTH, RANGE 5 EAST
CITY OF DARDENNE PRAIRIE
ST. CHARLES COUNTY, MISSOURI

ST. CHARLES ENGINEERING & SURVEYING, INC.
801 S. FIFTH STREET, SUITE 202
ST. CHARLES, MO 63301
TEL: (636) 947-0007 FAX: (636) 947-2448

ORDER NO.
06-0229
DATE
06/27/06
3

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$24.00
CERTIFIED-FILED FOR RECORD
Mary E. Dempsey
Recorder of Deeds
St. Charles County, Missouri
BY:CGRAF

QUIT-CLAIM DEED

5th 53451-20.

THIS DEED, made and entered into this 24TH day of July, 2020, between
Daren Ungerboeck and Angela Ungerboeck, husband and wife,
Grantor(s), whose address is: 2602 Mclean Court, O'Fallon, MO 63368, County of St. Charles, parties of the first, and,
Daren Ungerboeck and Angela Ungerboeck, husband and wife,
Grantee(s), whose address is: 2602 Mclean Court, O'Fallon, MO 63368, County of St. Charles, parties of the second part.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of One Dollar and other valuable consideration paid by the said parties of the second part, the receipt of which is hereby acknowledged, does by these presents, Remise, Release and Forever Quit-Claim unto the said parties of the second part, the following described Real Estate, situated in the County of St. Charles, State of Missouri.

LEGAL DESCRIPTION:
Lot 12 of Tysons Corner, a subdivision filed for record in St. Charles County, Missouri, according to the plat thereof recorded in Plat Book 44 page 250 of the St. Charles County Records.

Property Address: 2602 Mclean Court, O'Fallon, MO 63368
Parcel: 2-0130-A334-00-0012.0000000

TO HAVE AND TO HOLD the same, together with all right and appurtenances to the same belonging, unto the said parties of the second part, and to the heirs and assigns of such party forever. So that either the said party of the first part, nor his heirs, nor any other person or persons nor they or in their name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by their presents be excluded and forever barred.

WITNESS WHEREOF, Grantor has caused these presents to be signed by its seal affixed..

GRANTOR(S):

Daren Ungerboeck

Angela Ungerboeck

STATE OF MISSOURI }
} ss
COUNTY OF SAINT CHARLES }

On this 24th day of July, 2020, personally appeared Daren Ungerboeck and Angela Ungerboeck, husband and wife, Grantor(s) to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

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

Anita Brockway, Notary Public

My Commission Expires: 6-3-2022

ANITA BROCKWAY
Notary Public, Notary Seal
State of Missouri
St. Louis County
Commission # 18418634
My Commission Expires 06-03-2022

2024R-001985
01/17/2024 09:16:06 AM
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PAGES: 6
CERTIFIED-FILED FOR RECORD
MARY E. DEMPSEY
RECORDER OF DEEDS
ST. CHARLES COUNTY, MISSOURI
BY: KBEXTERMUELLER
ELECTRONICALLY RECORDED

CERTIFIED

Recorder of Deeds Certificate
St. Charles County Missouri

EXEMPT DOCUMENT

This document has been recorded under exempt status pursuant to RSMo 59.310.4.
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ST. CHARLES COUNTY
RECORDER OF DEEDS

Mary E. Dempsey
Recorder of Deeds
201 North Second Street, Suite 338
St. Charles, MO 63301

IN THE CIRCUIT COURT OF SAINT CHARLES COUNTY
STATE OF MISSOURI

FILED
JAN 10 2024
CIRCUIT CLERK
ST. CHARLES COUNTY

DAREN AND ANGELA UNGERBOECK, Plaintiff,	)	
vs.	)	Case No. 2311-CC00686
PDIL, LLC, et al., Defendants.	)	

AMENDED DEFAULT JUDGMENT

This matter comes before the Court on the Motion for Default Judgment that Plaintiffs Daren Ungerboeck and Angela Ungerboeck ("Plaintiffs") filed on December 19, 2023, against Defendants PDIL, LLC ("PDIL"), Unknown Successors of PDIL, LLC ("Unknown Successors"), and Unknown Non-Record Owners and Claimants of St. Charles County, Missouri Tax Parcel 2-0130-A334-00-000A.0000000 a/k/a Part of the Common Grounds of Tysons Corner ("Unknown Owners"). Plaintiffs appear by and through counsel. No one else appears. The Court takes judicial notice of its file and is fully informed and advised.

THE COURT HEREBY FINDS AS FOLLOWS:

1. On June 30, 2023, Plaintiffs filed their original Petition.

2. On October 4, 2023, Plaintiffs filed their Amended Petition filed on October 4, 2023.

3. The Amended Petition concerns realty that is legally described as follows (and hereinafter referred to and identified as "the Subject Realty"):

> **A TRACT OF LAND BEING PART THE COMMON GROUND OF TYSONS CORNER AS RECORDED IN PLAT BOOK 44 PAGES 250-252 OF THE ST. CHARLES COUNTY, MISSOURI RECORDS BEING FURTHER DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST EASTERN**

CORNER OF LOT 12 OF SAID TYSONS CORNER SUBDIVISION, THENCE SOUTH 11 DEGREES 14 MINUTES 47 SECONDS WEST, 57.15 FEET TO A SET IRON ROD; THENCE SOUTH 42 DEGREES 44 MINUTES 32 SECONDS EAST, 45.13 FEET TO A SET IRON ROD; THENCE SOUTH 45 DEGREES 29 MINUTES 42 SECONDS WEST, 65.50 FEET TO A SET IRON ROD; THENCE NORTH 68 DEGREES 32 MINUTES 3 SECONDS WEST, 50.83 FEET TO AN OLD IRON ROD AT THE SOUTHEASTERN CORNER OF SAID LOT 12; THENCE NORTH 32 DEGREES 36 MINUTES 36 SECONDS EAST ALONG THE SOUTHEASTERN LINE OF SAID LOT 12, 138.31 FEET TO THE POINT OF BEGINNING, CONTAINING 4,936 SQUARE FEET MORE OR LESS ACCORDING TO SURVEY AND CALCULATIONS BY ST. CHARLES ENGINEERING, LLC DURING THE MONTH OF JANUARY, 2023.

4. The Subject Realty (a) is adjacent to the realty commonly known as 2602 McLean Court, Dardenne Prairie, Missouri, 63338 ("Original Lot 12"); and (b) was originally part of the common ground of Tyson's Corner subdivision ("Original Common Ground").

5. Plaintiffs own Original Lot 12.

6. Plaintiffs filed the Amended Petition because they and their predecessors-in-title have hostilely, actually, exclusively, openly, and continuously possessed the Subject Realty for more than ten years. In the Amended Petition, Plaintiffs ask the Court to quiet title to the Subject Realty in their names.

7. The last recorded deed concerning the Original Common Ground, of which the Subject Realty is a part, identified PDIL as the grantee.

8. Missouri's Secretary of State has administratively dissolved PDIL.

9. Unknown Successors and Unknown Owners represent unknown and unidentified individuals who may claim some right, title, or interest in the Subject Realty.

10. Cole County, Missouri's Sheriff served PDIL via the Missouri Secretary of State with a copy of the Amended Petition and a summons on November 3, 2023.

11. Mo Sup. Ct. R. 55.25(a) requires a party to file responsive pleadings within thirty (30) days of receiving personal service of a summons and petition.

12. PDIL's response to the Amended Petition was due on December 4, 2023.

13. PDIL has failed to answer or otherwise defend itself against the Amended Petition.

14. On October 18, 2023, *St. Charles County Business Record* began publishing a notice of this action. *St. Charles County Business Record* continued publishing that notice on October 25, 2023; November 1, 2023; and November 8, 2023.

15. The publication by *St. Charles County Business Record* operated as service on Unknown Owners and Unknown Successors.

16. Mo Sup. Ct. R. 55.25(a) requires a party to file responsive pleadings within forty-five (45) days of publication notice commencing.

17. Unknown Owners and Unknown Successors have failed to answer or otherwise defend themselves against the Amended Petition.

18. Under Mo. R. Civ. P. 74.05(a), Plaintiffs are entitled to default judgment against PDIL, Unknown Owners, and Unknown Successors.

19. The foregoing constitutes good cause why default judgment should be entered in Plaintiffs' favor and against PDIL, Unknown Owners, and Unknown Successors.

THE COURT THEREFORE ORDERS, ADJUDGES, AND DECREES THAT:

a. Plaintiffs' Motion for Default Judgment is granted and sustained.

b. Default Judgment is entered in favor of Plaintiffs and against PDIL, Unknown Owners, and Unknown Successors.

c. Plaintiffs own the Subject Realty.

d. Neither PDIL, nor Unknown Owners, nor Unknown Successors owns any right, title, or interest in the Subject Realty.

e. Title to the Subject Realty is quieted in Plaintiffs' names free and clear of any right, title, or interest that PDIL, Unknown Owners, and/or Unknown Successors have ever owned.

SO ORDERED:

The Honorable W. Christopher McDonough
Circuit Judge, Division 5

11/5/24
Date

CERTIFICATE OF TRUE COPY

I, Cheryl Crowder, Clerk of Circuit Court, within and for the county of St. Charles, State of Missouri, do certify that the foregoing is a true copy of an original document remaining on file and recorded in my office.

Witness my hand and SEAL of said Court this 11 day of January 2024

Cheryl Crowder, Circuit Clerk, BY: S. Davenport
Deputy Clerk

2026R-019686

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MARY E. DEMPSEY
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ST. CHARLES COUNTY, MISSOURI
BY: BNIEMERG
ELECTRONICALLY RECORDED

COURT CERTIFIED

Recorder of Deeds Certificate
St. Charles County Missouri

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ST. CHARLES COUNTY
RECORDER OF DEEDS

MARY DEMPSEY
Recorder of Deeds
201 North Second Street, Suite 338
St. Charles, MO 63301

IN THE CIRCUIT COURT OF SAINT CHARLES COUNTY
STATE OF MISSOURI

FILED
APR 27 2026
CIRCUIT CLERK
ST. CHARLES COUNTY

DAREN UNGERBOECK AND ANGELA UNGERBOECK Plaintiff, vs. PDIL, LLC, et al., Defendants.	)	Case No. 2511-CC01587

DEFAULT JUDGMENT

This matter comes before the Court on the Motion for Default Judgment that Plaintiffs Daren Ungerboeck and Angela Ungerboeck ("Plaintiffs") filed on November 14, 2025, against Defendants PDIL, LLC ("PDIL"), Unknown Successors of PDIL, LLC ("Unknown Successors"), and Unknown Non-Record Owners and Claimants of St. Charles County, Missouri Tax Parcel 2-0130-A334-00-000A.0000000 a/k/a Part of the Common Grounds of Tysons Corner ("Unknown Owners"). Plaintiffs appear by and through counsel. No one else appears. The Court takes judicial notice of its file and is fully informed and advised.

THE COURT HEREBY FINDS AS FOLLOWS:

1. On November 14, 2025, Plaintiffs filed their Petition.

2. The Petition concerns realty that is legally described as follows (and hereinafter referred to and identified as "the Subject Realty"):

> **A TRACT OF LAND BEING PART OF THE COMMON GROUND OF TYSONS CORNER, A SUBDIVISION RECORDED IN PLAT BOOK 44 PAGE 249 OF THE ST. CHARLES COUNTY, MISSOURI RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**
>
> **COMMENCING AT THE INTERSECTION OF THE NORTHERN LINE OF LOT 12 OF SAID SUBDIVISION AND THE SOUTHERN LINE OF MCLEAN COURT, 50' WIDE;**

THENCE ALONG SAID NORTHERN LINE AND THE EASTERN LINE OF SAID LOT 12 THE FOLLOWING COURSES AND DISTANCE, SOUTH 78 DEGREES 35 MINUTES 2 SECONDS EAST, A DISTANCE OF 128.14 FEET; SOUTH 11 DEGREES 14 MINUTES 47 SECONDS WEST, A DISTANCE OF 50.97 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE SOUTH 42 DEGREES 44 MINUTES 32 SECONDS EAST, A DISTANCE OF 129.72 FEET TO A POINT IN THE EASTERN LINE OF SAID COMMON GROUND AND THE WESTERN PROPERTY LINE OF LOT 14 AFORESAID SUBDIVISION; THENCE SOUTH 39 DEGREES 17 MINUTES 2 SECONDS WEST, A DISTANCE OF 39.35 FEET TO THE SOUTHEASTERN CORNER OF SAID COMMON GROUND; THENCE ALONG THE SOUTHERN LINE OF SAID COMMON GROUND, NORTH 85 DEGREES 55 MINUTES 44 SECONDS WEST, A DISTANCE OF 245.13 FEET; THENCE LEAVING SAID SOUTHERN LINE, NORTH 3 DEGREES 45 MINUTES 51 SECONDS EAST, A DISTANCE OF 50.00 FEET TO THE SOUTHWEST CORNER OF LOT 12; THENCE ALONG THE SOUTHERN, AND EASTERN LINE OF SAID LOT 12 THE FOLLOWING COURSES AND DISTANCES, SOUTH 85 DEGREES 55 MINUTES 44 SECONDS EAST, A DISTANCE OF 113.79 FEET; SOUTH 68 DEGREES 32 MINUTES 3 SECONDS EAST, A DISTANCE OF 50.84 FEET; NORTH 45 DEGREES 29 MINUTES 42 SECONDS EAST, A DISTANCE OF 65.50 FEET; NORTH 42 DEGREES 44 MINUTES 32 SECONDS WEST, A DISTANCE OF 45.13 FEET TO AN EASTERN CORNER OF LOT 12; THENCE NORTH 11 DEGREES 14 MINUTES 47 SECONDS EAST, A DISTANCE OF 6.18 FEET TO THE POINT OF BEGINNING. CONTAINING 14,008.29 SQUARE FEET OR 0.32 ACRES, MORE OR LESS.

3. The Subject Realty (a) is adjacent to the realty commonly known as 2602 McLean Court, Dardenne Prairie, Missouri, 63338 ("Original Lot 12"); and (b) was originally part of the common ground of Tyson's Corner subdivision ("Original Common Ground").

4. Plaintiffs own Original Lot 12.

5. Plaintiffs filed the Petition because they and their predecessors-in-title have hostilely, actually, exclusively, openly, and continuously possessed the Subject Realty for more than ten years. In the Petition, Plaintiffs ask the Court to quiet title to the Subject Realty in their names.

6. The last recorded deed concerning the Original Common Ground, of which the Subject Realty is a part, identified PDIL as the grantee.

7. Missouri's Secretary of State has administratively dissolved PDIL.

8. Unknown Successors and Unknown Owners represent unknown and unidentified individuals who may claim some right, title, or interest in the Subject Realty.

9. Cole County, Missouri's Sheriff served PDIL via the Missouri Secretary of State with a copy of the Petition and a summons on December 1, 2025.

10. Mo Sup. Ct. R. 55.25(a) requires a party to file responsive pleadings within thirty (30) days of receiving personal service of a summons and petition.

11. PDIL's response to the Petition was due on December 31, 2025.

12. PDIL has failed to answer or otherwise defend itself against the Petition.

13. On January 13, 2026, *St. Charles County Business Record* began publishing a notice of this action. *St. Charles County Business Record* continued publishing that notice on January 20, 2026; January 27, 2026; and February 3, 2026.

14. The publication by *St. Charles County Business Record* operated as service on Unknown Owners and Unknown Successors.

15. Mo Sup. Ct. R. 55.25(a) requires a party to file responsive pleadings within forty-five (45) days of publication notice commencing.

16. Unknown Owners and Unknown Successors have failed to answer or otherwise defend themselves against the Petition.

17. Under Mo. R. Civ. P. 74.05(a), Plaintiffs are entitled to default judgment against PDIL, Unknown Owners, and Unknown Successors.

18. The foregoing constitutes good cause why default judgment should be entered in Plaintiffs' favor and against PDIL, Unknown Owners, and Unknown Successors.

THE COURT THEREFORE ORDERS, ADJUDGES, AND DECREES THAT:

a. Plaintiffs' Motion for Default Judgment is granted and sustained.

b. Default Judgment is entered in favor of Plaintiffs and against PDIL, Unknown Owners, and Unknown Successors.

c. Plaintiffs own the Subject Realty.

d. Neither PDIL, nor Unknown Owners, nor Unknown Successors owns any right, title, or interest in the Subject Realty.

e. Title to the Subject Realty is quieted in Plaintiffs' names free and clear of any right, title, or interest that PDIL, Unknown Owners, and/or Unknown Successors have ever owned.

SO ORDERED:

Deborah J. Alessi

The Honorable Deborah J. Alessi
Circuit Judge, Division 2

4-27-26

Date

BILL No. 26 - 49 **ORDINANCE No. _____**

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, SETTING THE FILING DATES, TIMES AND PLACE FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD ON APRIL 6, 2027, IN THE CITY OF DARDENNE PRAIRIE, MISSOURI

WHEREAS, a General Municipal Election of the qualified voters of the City of Dardenne Prairie, Missouri (the "City"), is be held in the City on Tuesday, April 6, 2027 (the "2027 General Municipal Election"); and

WHEREAS, at the 2027 General Municipal Election, the offices to be filled are one (1) Alderman for each of the City's three (3) Wards.

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

SECTION 1: Any person desiring to seek election to any elective City office at the 2027 General Municipal Election may do so by filing his or her written declaration of candidacy with the City Clerk of the City of Dardenne Prairie, Missouri, at City Hall located at 2032 Hanley Road, Dardenne Prairie, Missouri 63368, during regular business hours, from 8:00 a.m. to 4:30 p.m., during the following period: Tuesday, December 15, 2026, through Tuesday, January 5, 2027, at 5:00 p.m. The City Clerk's office shall receive all candidates during regular business hours, in the order in which they appear, until filing closes.

SECTION 2: Any person who is not qualified for office as provided by State law or City Ordinances shall not be entitled to have his/her name printed on the ballot. No person shall be elected or appointed and sworn into office who is not qualified for such office as provided by State Law or City Ordinances.

SECTION 3: The 2027 General Municipal Election shall be conducted as described and set forth in the Comprehensive Election Act of 1977, Sections 115.001 to 115.641 RSMo., as amended.

SECTION 4: The City Clerk is hereby authorized and directed to cause public notice to be given of the 2027 General Municipal Election in accordance with the requirements of Section 115.127 RSMo. The notice of the opening and closing of filing to be published shall be as set forth in **Exhibit A**, attached hereto and made a part thereof.

SECTION 5: That the City Clerk shall notify the St. Charles County Director of Elections, as the designated election authority, in writing, that the City is calling the 2027 General Municipal Election, specifying the purpose of the election and the date and time of the election, and said written notice shall include certified copy of the legal notice to be published and sample ballot. The Director of Elections shall conduct in the City the 2027 General Municipal Election in accordance with State Laws.

BILL No. 26 - 49 **ORDINANCE No. _____**

SECTION 6. Savings Clause: Except as expressly set forth herein, nothing contained in this Ordinance shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof.

SECTION 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 invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION 8. Effective Date: This Ordinance shall be in full force and effect from and after the day of its passage and approval.

_____
Mayor

Attest:

_____
City Clerk

Approved this__day of_____, 2026.

_____
Mayor

Attest:

_____
City Clerk

BILL No. 26 - 49 **ORDINANCE No. _____**

Exhibit A

NOTICE OF FILING DATE FOR GENERAL MUNICIPAL ELECTION

The City of Dardenne Prairie, Missouri will hold a Municipal Election, on Tuesday, April 6, 2027, to elect one (1) Alderman to serve a two-year term from each of the City's three (3) Wards.

Candidate filing for April 6, 2027, election opens at 8:00 a.m. Tuesday, December 15, 2026, and closed at 5:00 p.m. on Tuesday, January 5, 2027.

Filings shall be received in the Office of the City Clerk at City Hall located at 2032 Hanley Road, during regular office hours, Monday through Friday, from 8:00 a.m. to 4:30 p.m.
Exception: City Hall will be closed Thursday, December 24, 2026, through Friday, December 25, 2026.

Deborah Ryan, City Clerk
City of Dardenne Prairie, Missouri

RBA FORM

MEETING DATE: October 21, 2026
Regular (X) Work Session ( )
ATTACHMENT: YES (X) NO ( )
Contract ( ) Ordinance ( ) Other (X)-- Bid Tabs

Request for Board Action
By: Kyle Roettger

Description:

Award of the Villages of Bainbridge Crack Sealing project to PLM in the bid amount of $16,182.32, subject to confirmation of bid responsiveness and required contract documentation. Work includes cleaning, preparation, and sealing of eligible pavement cracks and joints throughout the designated subdivision streets.

Recommendation: Staff – Approve (X) Disapprove ( )

Summary/Explanation:

The City solicited rebids for crack sealing in the Villages of Bainbridge as a preventive maintenance project. The scope includes crack sealing/joint sealing approximately 21,868 linear feet of street centerline: 19,501 linear feet of streets less than 30 feet wide and 2,367 linear feet of streets greater than 30 feet wide.

Street centerline footage is the bidding and payment unit, rather than the total length of individual cracks. The contractor's price must include sealing all eligible cracks and joints across the full roadway width of the identified streets, together with labor, materials, equipment, cleaning, preparation, traffic control, mobilization, and cleanup.

Bids were opened on October 15, 2026, at 10:00 a.m. at City Hall. The bid opening record lists three bids:

PLM — $16,182.32
Sweetens Sealing — $24,492.16
Asphalt Services — $59,918.32

PLM submitted the lowest bid, which is $8,309.84 below the next-lowest bid. Staff recommends awarding the project to PLM for $16,182.32, subject to verification that the bid covers the complete scope and complies with the bid documents.

The contractor must coordinate scheduling with the City and provide at least five business days' advance notice so residents can be notified. Work may not begin until the City confirms that resident notification has been completed or authorized and issues a written Notice to Proceed after contract execution and approval of required documentation. The RFP requires work to begin within 30 calendar days of the Notice to Proceed and be completed within 30 calendar days after work begins, subject to approved delays.

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

Proposed award: $16,182.32. The Board of Aldermen approved a budget of $50,000 for crack sealing. (500.13.03) for 2026.

RBA requested by: Kyle Roettger – Public Works Supervisor
Date: 10-16-2026

DARDENNE PRAIRIE

BID OPENING RECORD

Date	10/15/26	**Time**	10:00 AM
Location	City of Dardenne Prairie City Hall	**City Attendees**	Kyle Roettger, Rose Maresca
RFP Name	**Villages at Bainbridge Crack Sealing**		

Bid Responses

#	Company Name	Total Bid Price	Notes / Detail
1	Asphalt Services	$59,918.32	
2	PLM	$16,182.32	
3	Sweetens Sealing	$24,492.16	
4			
5			
6			
7			
8			

These are the bids as read. All bids are subject to review for completeness, responsiveness and compliance with the bid documents.

BILL No. 26 - 50 **ORDINANCE No. __**

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE A PROFESSIONAL SERVICES CONTRACT IN THE AMOUNT OF $16,182.32 BETWEEN THE CITY AND PLM FOR THE CRACK SEALING PROJECT IN THE VILLAGES OF BAINBRIDGE

WHEREAS, the City of Dardenne Prairie, Missouri has identified approximately 21,868 linear feet of street centerline: 19,501 linear feet of streets less than 30 feet wide and 2,367 linear feet of streets greater than 30 feet wide for the crack sealing project in the Villages of Bainbridge; and

WHEREAS, this project is budgeted in the City of Dardenne Prairie, Missouri's FY 2026 budget; and

WHEREAS, the City issued a Request for ReBid for professional services for the Project in accordance with applicable federal, state and City requirements; and

WHEREAS, City staff has reviewed the proposed fee schedule and finds the same to be fair, reasonable, and in the best interest of the City subject to final contract review and approval; 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 PLM 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 PLM, for professional services related to the preventative maintenance project for crack sealing / joint sealing in the Villages of Bainbridge in the amount of $16,182.32, 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, 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. Notice to Proceed: Upon approval and passage of this Ordinance and the contract authorized herein, PLM is hereby formally authorized and directed to proceed with the performance of all services and obligations required under said contract. This Ordinance

shall constitute and serve as the City's formal Notice to Proceed to PLM, effective upon the date this Ordinance becomes effective.

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 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 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 times, passed, and approved this _____ day of _____ 2026.

_____
Mayor

Attest:

_____
City Clerk

Approved this ____ day of _____ 2026.

_____
Mayor

Attest:

_____
City Clerk

BILL No. 26 - 50 **ORDINANCE No. __**

EXHIBIT A

DARDENNE PRAIRIE

BID OPENING RECORD

Date	10/15/26	**Time**	10:00 AM
Location	City of Dardenne Prairie City Hall	**City Attendees**	Kyle Roettger, Rose Maresca
RFP Name	**Villages at Bainbridge Crack Sealing**		

Bid Responses

#	Company Name	Total Bid Price	Notes / Detail
1	Asphalt Services	$59,918.32	
2	PLM	$16,182.32	
3	Sweetens Sealing	$24,492.16	
4			
5			
6			
7			
8			

These are the bids as read. All bids are subject to review for completeness, responsiveness and compliance with the bid documents.

PLM

BID FORM

The quantities shown below represent street centerline footage and are used solely as the bidding and payment unit. They do not represent the total linear footage of cracks to be sealed. The Contractor's unit price per linear foot of street centerline shall include the cost to prepare and seal all eligible cracks and joints throughout the entire pavement width of the identified streets, including longitudinal cracks, transverse cracks, pavement joints, intersections, cul-de-sacs, curb lines, and applicable back of curb areas. Bidders shall account for existing pavement conditions when establishing their unit prices.

Item No.	Description	Approximate Quantity	Unit Price	Cost
1	Crack Sealing – Streets Less than 30 feet wide – Price Per Linear Foot of Street Centerline, including sealing of all eligible cracks and joints within the full roadway width	19,501 LF	[redacted] 0.74	14,430.74
2	Crack Sealing – Streets Greater than 30 feet wide – Price Per Linear Foot of Street Centerline, including sealing of all eligible cracks, and joints within the full roadway width	2,367 LF	[redacted] 0.74	1,751.58

Project: Villages at Bainbridge Crack Sealing RFP No. CS-26

TOTAL BID: $ 16,182.32

PLM

BIDDING COMPANY PLM

ADDRESS 2480 Carter Road

CITY Moscow Mills STATE MO
ZIP 63362

PHONE 314 323 7325 EMAIL ToddeParkingLM.com

REPRESENTATIVE SIGNATURE DATE 10-6-26

Please submit with your proposal a list of three (3) references with contact names, phone number and the site names where your firm performed similar work.

Complete this form and return to City Hall, 2032 Hanley Road, Dardenne Prairie, Missouri 63368, by 10:00 a.m., on August 25, 2026, in a sealed envelope marked "Villages at Bainbridge Crack Sealing Rebid". Incomplete forms shall not be considered for selection.

The City of Dardenne Prairie reserves the right to reject any and all bids, waive informalities in the process and accept the bid deemed to be in the best interest of the City of Dardenne Prairie .

ANTI-COLLUSION STATEMENT

STATE Missouri

COUNTY
OF Lincoln

Todd Brueggy Being first duly sworn, deposes and says that he is

Mem Member

(Title of Person Signing)

Of

PLM

(Name of Bidder)

That all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

By: _____

By: _____

By: _____

Sworn to before me this 6 day of October 2026

AFFIDAVIT OF WORK AUTHORIZATION

(As required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

Employee:

Any person performing work of service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM:

Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY:

A person acts knowingly or with knowledge,

(A) With respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or

(B) With respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN:

An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C 132a(h)(3).

BEFORE ME, the undersigned authority, personally appeared

Todd Brevening

Who, being duly sworn states on his oath or affirmation as follows:

1. My name is Todd Bruening and I am currently the President

Of PLM (hereinafter "Contractor"), whose

business address is 2480 Carter Rd Moscow Mills MO 63362

And I am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.
3. Contractor is enrolled in and participates in a federal work, authorization program with respect to the employees working in connection with the following services contracted between Contractor and The City of Dardenne Prairie, Missouri:

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
5. Attached to is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.

Signature, Affiant

Todd Bruening

Print Name, Affiant

Subscribed and sworn to before me this 6 day of October 2026.

My Commission Expires: 11-28-26

Notary Public

TERESA ANN PREIS
Notary Public - Notary Seal
St Charles County - State of Missouri
Commission Number 17018290
My Commission Expires Nov 28, 2026

PLEASE NOTE:

Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:

1. A valid, completed copy of the first page identifying the Contractor; and
2. A valid copy of the signature page completed and signed by the Contractor, and the Department of Homeland Security-Verification Division.

MEETING DATE: October 21,2026
Regular (X) Work Session ( )
ATTACHMENT: YES (X) NO ( )
Contract ( ) Ordinance ( ) Other (X) – Revised Bid

Request for Board Action
By: Kyle Roettger

Description:

Approval of the revised 2026 Pavement Marking Program scope and award to Tramar Contracting, Inc. for $50,175. Work includes white stop bars, crosswalk lines, and left/right turn arrows on designated roadways. Longitudinal line striping will be deferred to 2027 to coordinate with planned road projects.

Recommendation: Staff – Approve (X) Disapprove ( )

Summary/Explanation:

The Board of Aldermen approved $50,000 in the 2026 budget for pavement marking. The City advertised the RFP on August 31, 2026, with proposals due September 14, 2026. The packet was also distributed to two contractors. One proposal was received, from Tramar Contracting, for $162,237 for the original scope.

Following review with the City Administrator, staff determined that several roadways included in the program are expected to undergo road work in 2027. Staff proposes deferring longitudinal line striping to coordinate with those projects and reduce the potential for newly applied markings to be removed or replaced during construction. Stop bars, crosswalks, and turn arrows remain proposed for completion under the reduced 2026 scope.

Tramar submitted the attached revised bid dated October 7, 2026, totaling $50,175. The revised bid includes:

- 24-inch white stop bars: 642 linear feet at $12.50 — $8,025.
- 12-inch white crosswalk lines: 2,233 linear feet at $10.00 — $22,330.
- White left/right turn arrows: 154 each at $80.00 — $12,320.
- Mobilization and traffic control: one lump sum — $7,500.

Staff recommends awarding the reduced scope to Tramar for $50,175 and authorizing the additional $175 above the current budget, with the funding source to be identified before contract execution. The revised amount is $112,062 below the original proposal; deferred line striping will require separate consideration and funding in 2027.

Budget Impact:

Revised base bid: $50,175. Current 2026 budget: $50,000. Additional funding needed: $175, plus any additional authorized charges.

RBA requested by: Kyle Roettger – Public Works Supervisor
Date: 10-21-2026

BILL No. 26 - 51 **ORDINANCE No. __**

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE A PROFESSIONAL SERVICES CONTRACT IN THE AMOUNT OF $50,175.00 BETWEEN THE CITY AND TRAMAR CONTRACTING, INC FOR THE 2026 PAVEMENT MARKING PROGRAM

WHEREAS, the City of Dardenne Prairie, Missouri staff has identified and planned certain pavement marking maintenance projects within the city as part of its pavement marking program; and

WHEREAS, this pavement marking program is budgeted in the City of Dardenne Prairie, Missouri's FY 2026 budget; and

WHEREAS, the City issued a Request for Bid for professional services for the Project in accordance with applicable federal, state and City requirements; and

WHEREAS, City staff has reviewed the proposed fee schedule and finds the same to be fair, reasonable, and in the best interest of the City subject to final contract review and approval; 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 Tramar 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 Tramar, for professional services related to the preventative maintenance project for 2026 Pavement Marking Program in the amount of $50,175.00, 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, 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. Notice to Proceed: Upon approval and passage of this Ordinance and the contract authorized herein, Tramar is hereby formally authorized and directed to proceed with the performance of all services and obligations required under said contract. This Ordinance shall constitute and serve as the City's formal Notice to Proceed to Tramar, effective upon the date this Ordinance becomes effective.

BILL No. 26 - 51 **ORDINANCE No. __**

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 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 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 times, passed, and approved this _____ day of _____ 2026.

_____
Mayor

Attest:

_____
City Clerk

Approved this ____ day of _____ 2026.

_____
Mayor

Attest:

_____
City Clerk

BILL No. 26 - 51 **ORDINANCE No. __**

EXHIBIT A

TRAMAR

WBE CERTIFIED CONTRACTOR

To:	**Contractor**	**Quote Date:**	**10/7/2026**
Attn:	**Estimator**	**Bid Date:**	**10/7/2026**

Contract No.:
Project No.:
Project: City of Dardenne Prairie
Location: Dardenne Prairie, MO

PRICES GOOD FOR 30 DAYS FROM BID DATE

We hereby submit prices for:

Line #	Item #	Description	Units	Qty	Unit Price	Bid Amount
1		Painted White Stop Bars, 24 IN	LF	642.0	$ 12.50	$ 8,025.00
2		Painted White Crosswalk Lines, 12 IN	LF	2233.0	$ 10.00	$ 22,330.00
3		Painted White Left/Right Turn Arrows	EA	154.0	$ 80.00	$ 12,320.00
4		Mobilization and Traffic Control	LS	1.0	$ 7,500.00	$ 7,500.00
					Total:	$ 50,175.00
					WBE Total:	100%

NOTES:

- TraMar requires 10 days notice prior to any type of work needed, if work is required before 10 days noticed then a fee of $350 will be charged to the contractor.
- TraMar will not warranty pavement markings applied between November 15th and March 15th, or when temperatures fall below 50° day or night. Contractor must agree in writing for TraMar to temporary stripe in lieu of permanent stripe if required by inadequate weather, TraMar will not be liable for liquidated damages.
- Pavement marking bid includes one mobilization, each addtional mobilization will be $2,500.00.
- TraMar requires 10 working days after all other work is completed to complete pavement markings and to remove any temporary traffic control we have supplied. TraMar is not liable for liquidated damages during this time period.
- General Contractor is responsible for cleaning of roadway for pavement markings, if TraMar has to clean roadway, the General Contractor will be charged $350.00 per hour and must be agreed upon prior to work being completed.
- Quote excludes bond cost and retention. If bonding required, add 2.5% or $250.00 (whichever is greater) to contract amount.
- **IF ACCEPTED, THIS BID PROPOSAL BECOMES A BINDING PART OF THE ISSUED CONTRACT.**

John McGrath - 314-974-5259
Pavement Marking Manager

Customer Signature

TraMar Contracting, Inc.
3051 Mercantile Industrial Dr. • St. Charles, MO 63301 • 636-255-0808 • 636-255-0719 fax
www.tramarcontracting.com

BIDDER INFORMATION AND SUBMITTAL

BIDDING COMPANY	Tramar Contracting, Inc.
ADDRESS	3051 Mercantile Industrial Drive
CITY / STATE / ZIP	St. Charles, MO 63301
PHONE	636-255-0808
EMAIL	jmcgrath@tramarcontracting.com
AUTHORIZED REPRESENTATIVE	John McGrath
REPRESENTATIVE SIGNATURE / DATE	9-14-2026

Submit with the proposal a list of three (3) references with contact names, telephone numbers, and project names where the firm performed similar municipal pavement-marking work.

Complete this form and return it to City Hall, 2032 Hanley Road, Dardenne Prairie, Missouri 63368 by 10:00 a.m. on September 14, 2026, in a sealed envelope marked "2026 Pavement Marking Program." Incomplete forms may be rejected as nonresponsive.

The City of Dardenne Prairie reserves the right to reject any and all bids, waive informalities or irregularities, and accept the responsive and responsible bid deemed to be in the City's best interest.

ANTI-COLLUSION STATEMENT

STATE OF Missouri

COUNTY OF St. Charles

John McGrath, being first duly sworn, states that he/she is Assistant Secretary (Title of Person Signing) of Traffic Contracting, Inc. (Name of Bidder); that all statements and facts in the proposal for the 2026 Pavement Marking Program are true and correct; and that the Bidder has not directly or indirectly entered into an agreement, participated in collusion, or otherwise acted in restraint of free competitive bidding in connection with the Bid or any resulting Contract.

By: _____

Printed Name/Title:
John McGrath Assistant Secretary

Sworn to before me this 14th day of September, 2026.

Notary Public: Sharon M. Davison My Commission Expires: July 21, 2028

SHARON M. DAVISON
Notary Public - Notary Seal
St Louis County - State of Missouri
Commission Number 12380587
My Commission Expires Jul 21, 2028

AFFIDAVIT OF OSHA TRAINING

John McGrath (Name), as
Assistant Secretary (Office Held) of
TraMar Contracting, Inc. (Company Name/Contractor), being first duly sworn, affirms in connection with the 2026 Pavement Marking Program for the duration of the Contract as follows:

Contractor shall provide a ten-hour Occupational Safety and Health Administration construction-safety program for all applicable on-site employees. The program shall be approved by OSHA or be a similar program approved by the Missouri Department of Labor and Industrial Relations that is at least as stringent, as required by Section 292.675 RSMo.

Contractor shall require applicable on-site employees to complete the safety program within sixty (60) days after Work begins unless they hold documentation of prior completion.

An employee found on the Project without documentation shall be afforded twenty (20) days to produce documentation before being subject to removal, as provided by Section 292.675 RSMo.

Contractor shall require all subcontractors to comply with Section 292.675 RSMo.

Contractor acknowledges that it shall forfeit to the City the statutory penalty of two thousand five hundred dollars ($2,500.00), plus one hundred dollars ($100.00) for each applicable employee and each calendar day or portion thereof that the employee works without required training after the statutory periods have elapsed.

Contractor acknowledges that the Missouri Department of Labor and Industrial Relations investigates and determines violations and penalties under Section 292.675 RSMo.

If a violation and penalty are determined, the City shall withhold and retain sums due and owing as required by law when making payment to Contractor.

FURTHER AFFIANT SAITH NOT.

The facts stated above are true and correct. The undersigned understands that false statements in this filing are subject to the penalties provided by Section 575.040 RSMo.

Name of Business Entity:
TraMar Contracting, Inc.

By: John McGrath Assistant Secretary Name/Title:

STATE OF MISSOURI)

COUNTY OF ST. CHARLES) ss.

On this 14th day of September, 2026, before me appeared John McGrath, to me personally known, who, being duly sworn, acknowledged execution of this instrument on behalf of the identified business entity.

Notary Public: Sharon M. Davison My Commission Expires: July 21, 2028

SHARON M. DAVISON
Notary Public - Notary Seal
St Louis County - State of Missouri
Commission Number 12380587
My Commission Expires Jul 21, 2028

AFFIDAVIT
COMPLIANCE WITH THE PREVAILING WAGE LAW

Before me, the undersigned Notary Public, in and for the County of St. Charles, State of Missouri, personally came and appeared John McGrath (name), Assistant Secretary (title) of Traffic Contracting, Inc. (company), and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290, Sections 290.210 through 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workers employed on public works projects have been fully satisfied and there has been no exception to full and complete compliance with those provisions and requirements.

Annual Wage Order No. 33 applies to the 2026 Pavement Marking Program located in the City of Dardenne Prairie, St. Charles County, Missouri.

Signature: Sharon M. Davison
Subscribed and sworn to before me this 14th day of September, 2026.
My commission expires July 21, 2028.

STATE OF MISSOURI
COUNTY OF ST. CHARLES

SHARON M. DAVISON
Notary Public - Notary Seal
St Louis County - State of Missouri
Commission Number 12380587
My Commission Expires Jul 21, 2028

AFFIDAVIT OF WORK AUTHORIZATION

As required by Section 285.530, Revised Statutes of Missouri

EMPLOYEE: Any person performing work or service of any kind or character for hire within Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: An electronic verification of work authorization program operated by the United States Department of Homeland Security, or an equivalent federal program, used to verify information of newly hired employees under the Immigration Reform and Control Act of 1986.

KNOWINGLY: A person acts knowingly or with knowledge when aware of the nature of the person's conduct or attendant circumstances, or when aware that a result is practically certain to be caused by the person's conduct.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined by 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared John M'Grath, who, being duly sworn, states as follows:

My name is John McGrath, and I am the Assitant Secretary of TraMar Contracting, Inc (Contractor), whose business address is 3051 Mercantile Industrial Dr, St Charles, MO 63301 and I am authorized to make this Affidavit.

I am of sound mind, capable of making this Affidavit, and personally acquainted with the facts stated herein.

Contractor is enrolled in and participates in a federal work-authorization program with respect to employees working in connection with the 2026 Pavement Marking Program contracted between Contractor and the City of Dardenne Prairie, Missouri.

Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Attached is documentation affirming Contractor's enrollment and participation in a federal work-authorization program with respect to employees working in connection with the contracted services.

Further, Affiant saith not.

Signature, Affiant: _____

Print Name, Affiant: John M'Grath

Subscribed and sworn to before me this 14th day of September, 2026.

Notary Public: Sharon M. Davison My Commission Expires: July 21, 2028

PLEASE NOTE:

Acceptable enrollment documentation consists of the following two pages of the E-Verify Memorandum of Understanding:

A valid, completed copy of the first page identifying the Contractor; and
A valid copy of the signature page completed and signed by the Contractor and the Department of Homeland Security - Verification Division.

SHARON M. DAVISON
Notary Public - Notary Seal
St Louis County - State of Missouri
Commission Number 12380587
My Commission Expires Jul 21, 2028

Company ID Number: 189110

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 the TraMar Contracting 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.

Company ID Number: 189110

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	TraMar Contracting Inc
Company Facility Address	3051 Mercantile Industrial Drive Saint Charles, MO 63301
Company Alternate Address	
County or Parish	SAINT CHARLES
Employer Identification Number	431901617
North American Industry Classification Systems Code	238
Parent Company	TraMar Contracting Inc
Number of Employees	20 to 99
Number of Sites Verified for	1

Company ID Number: 189110

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Charles F Terrio
Phone Number	(636) 255 - 0808
Fax Number	(636) 255 - 0719
Email Address	cterrio@tramarcontracting.com

Name	Margaret M McGrath
Phone Number	(636) 255 - 0808
Fax Number	(636) 255 - 0719
Email Address	pmcgrath@tramarcontracting.com

Name	Jaime N Humphrey
Phone Number	(636) 255 - 0808
Fax Number	(636) 255 - 0719
Email Address	jhumphrey@tramarcontracting.com

Business References

City of St. Charles, MO Tim Rohrbacker – 636-206-9536 Annual striping job for the City of St. Charles, with an annual value of $200,000.00

City of Lake Saint Louis, MO Terry Rigdon – 636-695-4221 Annual striping job for the City of Lake Saint Louis, with an annual value of around $56,000.00

City of Wentzville, MO Michael Schroeder – 636-485-9460 Annual striping job for the City of Wentzville, with an annual value of around $70,000.00

City of Maryland Heights, MO Cliff Baber – 314-738-2258 This striping job was for 2024 FY and was completed in a timely manner with a value of around $100,000.00

Equipment to be Used

Paint Trucks – We will use a MRL paint truck. Depending on what truck is available, it will be either our 800 gallon truck, 300 gallon truck or 1000 gallon truck

Hand Machines – We use Graco 3900 Series LineLazer's for all hand work operations

TMA's – We have International trucks with Scorpion/Traffix Devices attenuators as our support vehicles.

Reflectometer – We use the Delta LTL-X retroreflectometer by Ennis Flint/PPG

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

TraMar Contracting, Inc.

3051 Mercantile Industrial Drive
St. Charles, MO 63301

SURETY:
(Name, legal status and principal place of business)

The Cincinnati Insurance Company
P.O. Box 145496
Cincinnati, OH 45250-5496

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

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

BOND AMOUNT: Five Percent(5%) of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

2026 Pavement Marking Program

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 14th day of September , 2026

Dawn Dawson
(Witness)

TraMar Contracting, Inc.
(Principal) *(Seal)*

(Title) John McGrath
Assistant Secretary

Theresa A Lynch
(Witness)

The Cincinnati Insurance Company
(Surety) *(Seal)*

Brandi L Bullock
(Title)
Brandi L. Bullock, Attorney-in-Fact

State of Missouri

County of St. Louis

On this September 14, 2026, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Brandi L. Bullock known to me to be Attorney-In-Fact of The Cincinnati Insurance Company the corporation described in and that executed the within foregoing instrument, and known to be the person who executed the said instrument on behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have set my hand and affixed my seal, the day and year stated in this certificate above.

My Commission Expires: October 19, 2026

Theresa M Bellamy

Notary Public

THERESA M BELLAMY
Notary Public - Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires: Oct. 19, 2026
Commission # 14630862

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Adam I. Curland; Michael F. Shanahan, Jr.; Bryn McQuaid; Loren Wims; Mark W. Alvey; Tracy L. McDonald; Corey Burdick; Christopher J. O'Hagan and/or Brandi L. Bullock

of Clayton, Missouri

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to
Seventy-Five Million and No/100 Dollars ($75,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Jantzen

STATE OF OHIO)SS:
COUNTY OF BUTLER)

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.

Keith Collett, Attorney at Law
Notary Public – State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 14th day of September , 2026 .

BN-1457 (3/21)

RBA FORM

MEETING DATE: October 21, 2026
Regular (X) Work Session ( )
ATTACHMENT: YES (X) NO ( )
Contract ( ) Ordinance ( ) Other (X) – Pricing Submissions

Request for Board Action
By: Kyle Roettger

Description:

Approval to enter into contracts for winter 2026–2027 snow and ice removal services with Just in Time Lawncare for main roads and Wards 1 and 2, in partnership with Roden's Landscape, and with On My Own Time Lawn Care for emergency support as needed. Contractor coverage for Ward 3 remains under discussion.

Recommendation: Staff – Approve (X) Disapprove ( )

Summary/Explanation:

Staff has continued contractor outreach for the City's winter snow and ice removal needs and has received pricing from Just in Time Lawncare and On My Own Time Lawn Care. The proposed arrangements provide planned service for specified areas and an additional contractor the City can contact for emergency assistance.

Just in Time Lawncare will partner with Roden's Landscape to service the main roads and Wards 1 and 2. Its submitted equipment rates, including operators, are $185 per unit-hour for Class 2B–5 plow or combination trucks, $210 for Class 6–8 combination trucks, and $285 for Class 7–8 combination trucks. Other listed rates include $185 per unit-hour for a spreader-only truck, $245 per hour for specified loaders or on-site snow relocation, $285 per emergency call-out, and $120 per additional labor-hour.

On My Own Time Lawn Care is proposed as an emergency contact for City-authorized work as needed. Its rates include $400 per truck or machine with operator per hour for snow management, $400 per hour for a wheel loader with operator, and $280 per hour for a dump truck with operator for snow relocation. The proposal specifies a four-hour minimum per equipment unit per deployment. Emergency availability and response expectations will be confirmed in the contract.

The City intends to stage and supply salt for winter operations. Contractor pricing also includes salt-related charges that must be reconciled with that arrangement before execution. Just in Time's revised schedule presents a single Rate column for the current scope. Staff will confirm equipment assignments and Roden's role. Staff will also clarify how equipment-hour, material, and call-out charges apply.

Staff recommends entering into contracts with both parties for the roles described above, subject to final scope and pricing clarification, required insurance and documentation, and confirmation of funding. Staff continues discussions with other contractors regarding Ward 3; this request does not establish contractor coverage for that ward.

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

Services will be paid at agreed unit rates for authorized work. Seasonal costs will depend on weather, equipment deployed, hours worked, minimum charges, and material usage; a fixed seasonal total has not been established. Staff will confirm available appropriations and funding before contract execution.

RBA requested by: Kyle Roettger – Public Works Supervisor
Date: 10-21-2026

Attachment 1 Just in Time Lawncare Pricing Submittal

	A	B	C	D
1	**CITY OF DARDENNE PRAIRIE**			
2	**Unit Pricing Schedule**			
3	*Snow & Ice Removal Services — Winter 2026–2027 | RFP No. 26-003*			
4				
5	**Item**	**Service / Equipment (operator included)**	**Unit**	**Rate**
6	1	Class 2B–5 truck with plow or plow/spreader combination	per unit-hour	$185.00
7	2	Class 6–8 truck with plow/spreader combination	per unit-hour	$210.00
8	3	Class 7–8 truck with plow/spreader combination	per unit-hour	$285.00
9	4	Other Class 5–8 plow or combination truck	per unit-hour	-----
10	5	Spreader-capable truck without plow	per unit-hour	$185.00
11	6	Wheeled skid steer, compact track loader, or compact wheel loader	per unit-hour	$245.00
12	7	Other loader, backhoe, tractor, or grader	per unit-hour	-----
13	8	Bulk rock salt — contractor supplied and applied	per ton	$245.00
14	9	Salt application only — City-supplied material	per ton applied	-----
15	10	Brine pretreatment — contractor supplied and applied	per gallon	$3.15
16	11	Other approved deicer — contractor supplied and applied (treated bulk salt)	specify unit	$325.00
17	12	Snow loading, stacking, and relocation on site	per equipment-hour	$245.00
18	13	Snow hauling and off-site disposal	per cubic yard	n/a hourly
19	14	Emergency call-out / mobilization	per event	$285.00
20	15	Additional operator or laborer	per labor-hour	$120.00
21				
22	*Pricing clarification: Rates shown apply to the current scope of services. Additional charges require prior written authorization by the City.*			

Attachment 2: On My Own Time Lawn Care Estimate

On My Own Time Lawn Care
30 Forest Ridge Lane
Troy, MO 63379
(636) 295-1402

To: City of Dardenne Prairie
2032 Hanley Road, Dardenne Prairie, MO 63368
p: (636) 237-5194

Estimate #25336 Estimate Date: 09/01/2026

Service	Qty	Price	Line Total
Snow Management Service, Per Truck/Machine + Operator, Per Hour	1.0	$400.00	$400.00
Ice Control Service, Per Ton of Bulk Salt Applied	1.0	$925.00	$925.00
Ice Control Service, Per Ton of Mixed/Treated Salt Applied	1.0	$1,015.00	$1,015.00
Snow Relocation Service, Wheel Loader + Operator, Per Hour	1.0	$400.00	$400.00
Snow Relocation Service, Dump Truck + Operator, Per Hour	1.0	$280.00	$280.00

A signature is required to approve this quote for the service to be provided. By signing to approve this quote you are also signing to agree to our Service Agreement, which was included. Please read the full Service Agreement and feel free to email any questions you may have about it! Minimum of 4 hours on all equipment, per deployment, per unit. We appreciate your consideration, Thank You!

Notes

A Credit or Banking Card MUST be on file for our Weekly Lawn Care service to start, a secure link will be provided. We do not receive or store any Card info ourselves. We utilize a safe, secure card processing company to handle this for us. Click the Attachment below to read the Service Agreement.

This estimate contains one or more attachments. You can view these attachment(s) online at: https://www.yardbook.com/423088/pay_now

BILL No. 26 - 52 **ORDINANCE No. __**

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE PROFESSIONAL SERVICES CONTRACTS FOR SNOW AND ICE REMOVAL SERVICES

WHEREAS, the City of Dardenne Prairie, Missouri requires snow and ice removal services for the city limits during inclement weather; and

WHEREAS, snow and ice removal are line items budgeted in the City of Dardenne Prairie, Missouri's budget; and

WHEREAS, the City issued a Request for Bid for professional services for the Project in accordance with applicable federal, state and City requirements; and

WHEREAS, no formal bids were received as part of the City's formal bidding process; and

WHEREAS, City staff has engaged in competitive quotation and negotiations with several vendors possessing the capabilities to provide some or all required services contemplated by the City's Request for Bid; and

WHEREAS, City staff has reviewed proposed competitive quotations and finds the same to be fair, reasonable, and in the best interest of the City subject to final contract review and approval; 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 professional services contracts for snow and ice removal.

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

SECTION 1. The City Administrator is hereby authorized and directed to execute, on behalf of the City, any contract, agreement, purchase order, or other documents necessary to effectuate snow and ice removal (the "Contract"), and hereby are approved and the City Administrator is hereby authorized, empowered and directed to further negotiate, 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. Notice to Proceed: Upon approval and passage of this Ordinance and the contract authorized herein, Tramar is hereby formally authorized and directed to proceed with the performance of all services and obligations required under said contract. This Ordinance

shall constitute and serve as the City's formal Notice to Proceed to Tramar, effective upon the date this Ordinance becomes effective.

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 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 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 times, passed, and approved this _____ day of _____ 2026.

_____
Mayor

Attest:

_____
City Clerk

Approved this ____ day of _____ 2026.

_____
Mayor

Attest:

_____
City Clerk

BILL No. 26 - 52 **ORDINANCE No. __**

EXHIBIT A

Kyle Michel, MPA, ICMA-CM
City Administrator
City of Dardenne Prairie
2032 Hanley Road
Dardenne Prairie, MO 63368
(636)561-1718

Staff Report

TO: Board of Aldermen

DATE: 21 October 2026

SUBJECT: 2027–2029 Economic Development Council of St. Charles County Services Agreement

Executive Summary:

This staff report is provided in connection with a proposed Ordinance approving a three-year services agreement with the Economic Development Council (EDC) of St. Charles County for economic development services covering calendar years 2027 through 2029.

Overview:

The City of Dardenne Prairie has maintained a longstanding partnership with the Economic Development Council of St. Charles County to support business attraction, retention, expansion, and economic development throughout the community and region.

The EDC serves as the primary countywide economic development organization, working collaboratively with local governments, regional economic development partners, chambers of commerce, and state agencies to promote business investment and job creation throughout St. Charles County.

Through this partnership, the City benefits from professional economic development services and resources that would otherwise be difficult or costly to provide independently. These services include business recruitment and expansion assistance, marketing of available development opportunities, small business support, access to financing programs, and coordination with regional and statewide economic development organizations.

The proposed agreement continues these services for an additional three-year period, beginning January 1, 2027, and extending through December 31, 2029. The agreement provides for an annual increase of approximately 3%, consistent with discussions between participating City and County Administrators and the EDC Executive Committee.

Of particular importance, the proposed agreement establishes performance reporting requirements, including annual action plans, measurable performance objectives, quarterly reporting, and annual presentations to participating local governments. These requirements provide greater transparency and accountability regarding the services provided and the resulting economic development activity within each jurisdiction.

The City's continued participation in this regional partnership supports our ongoing efforts to attract quality businesses, encourage reinvestment in existing commercial properties, strengthen the local economy, and promote Dardenne Prairie as a desirable location for business investment.

Financial Impacts:

The proposed agreement establishes the following annual financial commitments:

Calendar Year	Annual Cost
2027	$12,020
2028	$12,381
2029	$12,752
Total	$37,153

The agreement represents an approximately 3% annual increase in compensation.

Funding for the 2027 obligation will need to be provided through the FY2027 budget, with subsequent years subject to annual appropriation by the Board of Aldermen.

The agreement expressly provides that the City's financial obligations are contingent upon annual appropriation and includes provisions allowing termination without financial penalty in the event sufficient funding is not appropriated, subject to the agreement's notice requirements.

Staff Recommendation:

Staff recommends approval of the proposed Ordinance authorizing execution of the 2027–2029 Common Agreement Between Governmental Partners and the St. Charles County Economic Development Council.

Continued participation provides the City with access to professional economic development resources, regional business recruitment initiatives, and strategic partnerships that support local investment and long-term economic growth.

Respectfully,



Kyle Michel, MPA, ICMA-CM
City Administrator
636-561-1718
kyle.michel@dardenneprairie.org

BILL No. 26 - 53 **ORDINANCE No. _____**

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A COMMON AGREEMENT BETWEEN THE CITY AND THE ST CHARLES COUNTY ECONOMIC DEVELOPMENT COUNCIL FOR ECONOMIC DEVELOPMENT SERVICES

WHEREAS, the City of Dardenne Prairie, Missouri (the "City"), and the St. Charles County Economic Development Council, a Missouri nonprofit corporation ("EDC"), previously entered into a Common Agreement for the EDC to provide certain economic development services to the City;

WHEREAS, the Agreement between the City and EDC expires on December 31, 2026; and

WHEREAS, the Board of Aldermen of the City of Dardenne Prairie, Missouri, finds and determines that it is beneficial to the City to enter into a new Common Agreement with the EDC to obtain services for marketing, training and education, loan packaging and servicing for industrial revenue bonds and SBA 504 loans from the EDC.

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 Common Agreement attached hereto, marked as **Exhibit A**, and incorporated by reference herein, by and between the City of Dardenne Prairie, Missouri, and the St. Charles County Economic Development Council be and they hereby are approved, and the City Administrator of the City is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Common Agreement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Common Agreement and other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of the Common Agreement and this Ordinance.

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

SECTION 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 effect from and after

the day of its passage and approval.

_____
Mayor

Attest:

_____
City Clerk

Approved this__day of_____, 2026.

_____
Mayor

Attest:

_____
City Clerk

Economic Development Council (EDC) of St. Charles County
5988 Mid Rivers Mall Drive
St. Charles, MO 63304
Ph: 636.441.6880 * www.edcscc.com

Sept. 23, 2026

Kyle Michel, City Administrator
City of Dardenne Prairie
2032 Hanley Road
Dardenne Prairie, MO 63368
RE: 2027-2029 Common Agreement & Services Contract

Dear Kyle Michel:

Thank you for the City of Dardenne Prairie continued and long-standing partnership with the EDC of St. Charles County. Your support allows us to foster growth, help promote business investment opportunities and improve the quality of life within our community.

Enclosed is the new three-year service agreement for **2027–2029**, reflecting the agreed-upon 3% annual increase discussed earlier this year by the City/County Administrators and the EDC Executive Committee. Please return a signed copy at your earliest convenience. Invoices for 2027 will be mailed in January.

For your convenience we've also enclosed a copy of the previous three-year agreement for comparison.

Please let me know if you have any questions regarding the 2027–2029 agreement. In addition to our ongoing services, please let me know if there is anything special you may need us to help with.

On behalf of the EDC Board of Directors and staff, thank you again for your continued partnership and support.

Sincerely,

Scott J. Drachnik
EDC President & CEO

Common Agreement Between Governmental Partners and
The St. Charles County Economic Development Council

THIS COMMON AGREEMENT BETWEEN GOVERNMENTAL PARTNERS AND THE ST. CHARLES COUNTY ECONOMIC DEVELOPMENT COUNCIL ("Agreement") is entered into and is effective as of the date of the last signature hereto (the "Effective Date") by and between the City of Dardenne Prairie, Missouri (hereinafter, "Local Government") and the St. Charles County Economic Development Council, a Missouri nonprofit corporation (hereinafter, "EDC").

Whereas, the EDC serves as a one-stop shop for business development, small and mid-sized business financing, incubation facilities and services, entrepreneurial training and education, counseling and other technical assistance to businesses, and county-wide economic development marketing; and

Whereas, the EDC serves as the countywide economic development organization for business attraction, retention, and expansion in St. Charles County, working in cooperation with the city and county economic development departments, the Missouri Job Center of St. Charles County, chambers of commerce and other regional and statewide partners on significant development and redevelopment projects; and

Whereas, the EDC serves as the clearinghouse and implementer of business financing such as the SBA 504 Loan and Industrial Revenue Bond (IRB) programs on behalf of the Industrial Development Authority of St. Charles County, and provides counseling and other technical assistance to small and mid-sized businesses which result in the creation and retention of private sector jobs in St. Charles County; and

Whereas, the EDC works with all local governments in St. Charles County to provide county-wide marketing to promote St. Charles County as the premier location for business growth;

NOW, THEREFORE, Local Government and the EDC agree as follows:

Section 1. Services

1. The EDC shall provide the services listed below including, but not limited to:

    a. Actively working to promote business attraction and expansion, including generating new business leads and providing professional project management;

        i. Developing relationships with business leadership in targeted industry sectors with potential for relocation to, or expansion in, St. Charles County whether through industry trade shows or business visits;

        ii. Providing timely and professional request for information (RFI) responses to regional or state partners or business representatives, in accordance with protocols agreed to between the EDC and all participating local governments;

        iii. Actively engaging in and representing the EDC and its members in regional and state economic development organizations and committees;

b. Providing for programming to support small and mid-sized business financing, incubation facilities and services, entrepreneurial training and education, counseling and other technical assistance to businesses;

c. Promoting and marketing the benefits of St. Charles County as a premier location for quality businesses; and

d. Convening regular meetings of all economic development professionals in St. Charles County.

2. In all efforts set forth in Paragraph 1 above, the EDC shall work in cooperation with city and county economic development staff and other regional and statewide partners, to achieve new business investment and the creation, expansion and retention of private sector jobs in the community.

Section 2. Reporting

1. At minimum, the EDC shall regularly review and update the Business Attraction and Strategic Plan. The EDC shall annually establish, and provide to the Local Government (in accordance with the notice provisions of Section 3.2 below), an action plan setting forth steps the EDC will take in the coming year to support the outcomes identified in the strategic plan and which shall set forth metrics the EDC will utilize to measure its success. Such metrics shall include but not be limited to, leads generated and businesses serviced by jurisdiction.

2. The EDC shall provide no less than quarterly documentation and an annual presentation to the Local Government indicating the extent and results of the services provided and performance against the annual metrics identified in an annual action plan.

Section 3. Compensation

1. The Local Government shall pay the EDC $12,020.00 (twelve thousand and twenty dollars) in 2027, $12,381.00 (twelve thousand and three hundred and eighty-one dollars) in 2028, and $12,752.00 (twelve thousand and seven hundred and fifty-two dollars) in 2027, at the times hereinafter provided, as compensation for the services provided by this Agreement.

2. The EDC shall invoice the Local Government for services rendered pursuant to this Agreement and the Local Government shall pay the EDC the amount of compensation, as set forth in Section 3.1 herein, within thirty (30) days of receipt of said invoice, for each calendar year period during the term of this Agreement, as set forth in Section 4.1 of this Agreement. The amount of compensation to be paid by the Local Government to the EDC shall not be pro-rated for any calendar year during the Initial Term or any Renewal Term.

Section 4. Term, Renewals

1. The term of this Agreement shall be for a period of one (1) year commencing on the 1st day of January, 2027, and extending through and including the 31st day of December 2027 (the "Initial Term"), and shall thereafter be automatically renewed for two (2) successive one (1) year periods (each a "Renewal Term") upon the terms and conditions set forth herein, unless prior written notice

that this Agreement shall not be renewed shall have been given by either party hereto to the other not less than ninety days (90) days prior to the expiration of the Initial Term or the first Renewal Term, as the case may be, or unless sooner terminated as herein provided.

2. Anything to the contrary contained in this Agreement notwithstanding, the obligation of the Local Government for the payment of money shall be subject to and dependent upon annual appropriation being made by it for such purpose. If the governing body of the Local Government should not appropriate or otherwise make available funds sufficient to fulfill the Local Government's obligations under this Agreement, the Local Government may unilaterally terminate this Agreement, without financial penalty, provided the Local Government gives written notice of termination of this Agreement to the EDC not less than ninety (90) days prior to the expiration of the Initial Term or the first Renewal, as the case may be.

Section 5. Miscellaneous Provisions

1. Governing Law, Jurisdiction and Venue. Interpretation of this Agreement shall be governed by the laws of the State of Missouri. The parties agree that in any action to enforce the terms of this Agreement, the courts of the State of Missouri will have exclusive jurisdiction and venue is to be limited to the Eleventh Judicial Circuit Court in St. Charles County, Missouri. The parties waive any claim that such forum or jurisdiction is inconvenient or otherwise inappropriate for resolution of any dispute

2. Notices. Any notice provided for or permitted pursuant to the terms of this Agreement shall be served by hand delivery or email to:

    a. EDC:
        EDC of St. Charles County
        Scott J. Drachnik, Registered Agent
        5988 Mid Rivers Mall Dr
        St. Charles, MO 63304
        Email: sdrachnik@edcscc.com

    b. Local Government
        City of Dardenne Prairie
        Kyle Michel, City Administrator
        2032 Hanley Road
        Dardenne Prairie, MO 63368
        Email: kyle.michel@dardenneprairie.org

3. Amendment. This Agreement may be amended only by a written document that expressly refers to this Agreement, is approved by the governing body of the Local Government by ordinance pursuant to § 70.230 RSMo, and is signed by the parties.

4. Assignability. Neither party shall assign, transfer or delegate any interest in this Agreement without the prior written consent of the other.

5. Severability. Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect, and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.

6. This Agreement shall be effective as of the date signed by all parties.

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last written below.

Executed by the Local Government this ____ day of _____, 20___.

Executed by EDC this ____ day of _____, 20___.

Jurisdiction, MISSOURI

By:_____

Print Name:

Title:

ATTEST:

_____
City Clerk

ST. CHARLES COUNTY ECONOMIC DEVELOPMENT COUNCIL

By: _____
Scott J. Drachnik, President & CEO

Dardenne Prairie September 2026 Incident Report

Number	Offense	Report Description	Report Date	Address
PD-26-04718	999919849999.0 FUGITIVE-MISDEMEANOR	Fugitive Misdemeanor	Sep 1, 2026, 9:11:31 PM	FEISE RD & LANGROVE DR
PD-26-04719	999920219999.0 RUNAWAY JUVENILE	Runaway Juvenile	Sep 1, 2026, 10:23:05 PM	2044 AVALON MIST CIR
PD-26-04729	570.030-039Y20202399.0 STEALING - CONTROLLED SUBSTANCE/METH MANUFACTURING MATERIAL	STEALING	Sep 2, 2026, 1:30:21 PM	1618 BRETT RIDGE DR
PD-26-04756	999920179999.0 NON-REPORTABLE	PRIVATE PROPERTY TOW	Sep 3, 2026, 3:04:31 PM	210 DOGWOOD PRAIRIE DR
PD-26-04766	579.074-003Y20203550.0 UNLAWFUL POSSESSION OF DRUG PARAPHERNALIA	THEFT OF MOTOR VEHICLE	Sep 4, 2026, 4:43:24 AM	121 HARMONY MEADOWS CT
PD-26-04766	570.030-038Y20202499.0 STEALING - MOTOR VEHICLE/WATERCRAFT/AIRCRAFT	THEFT OF MOTOR VEHICLE	Sep 4, 2026, 4:43:24 AM	121 HARMONY MEADOWS CT
PD-26-04776	999919849999.0 FUGITIVE-MISDEMEANOR	Fugitive Misdemeanor	Sep 4, 2026, 10:29:53 AM	FEISE RD & LANGROVE DR
PD-26-04784	565.074-003Y20201399.0 DOMESTIC ASSAULT - 3RD DEGREE	Domestic Incident	Sep 4, 2026, 1:51:14 PM	424 MIA ROSE WAY
PD-26-04785	565.090-003Y20205309.0 HARASSMENT - 1ST DEGREE	Harassment	Sep 4, 2026, 2:40:00 PM	1702 Davinci Drive
PD-26-04831	999919849999.0 FUGITIVE-MISDEMEANOR	Fugitive Misdemeanor	Sep 6, 2026, 9:24:07 PM	TOWN SQUARE AVE & CHERRY BLOSSOM DR
PD-26-04945	999920179999.0 NON-REPORTABLE	VIN Verification	Sep 12, 2026, 11:04:09 PM	210 DOGWOOD PRAIRIE DR
PD-26-04998	455.085-002Y20205016.0 VIOLATION OF ORDER OF PROTECTION FOR ADULT - 1ST OFFENSE	VIOLATION OOP	Sep 15, 2026, 12:10:31 PM	708 KNOLLSHIRE WAY CT
PD-26-05006	570.030-029Y20202399.0 STEALING	STEALING	Sep 15, 2026, 3:43:42 PM	131 DARDENNE LANDING CT
PD-26-05025	999920179999.0 NON-REPORTABLE	Informational Report	Sep 16, 2026, 6:55:25 PM	7701 HIGHWAY N
PD-26-05026	999920179999.0 NON-REPORTABLE	Informational Report	Sep 16, 2026, 7:23:32 PM	2044 AVALON MIST CIR
PD-26-05063	999920179999.0 NON-REPORTABLE	AMMUNITION DESTRUCTION	Sep 18, 2026, 10:34:17 AM	1706 DAVINCI DR
PD-26-05100	565.054-001Y20201399.0 ASSAULT - 3RD DEGREE - SPECIAL VICTIM	Assault	Sep 20, 2026, 6:47:17 PM	2904 PRAIRIE GRASS DR
PD-26-05138	565.076-003Y20201399.0 DOMESTIC ASSAULT - 4TH DEGREE - 1ST OR 2ND OFFENSE (1)(5)	DOMESTIC ASSAULT 4	Sep 22, 2026, 5:43:46 PM	308 CHESTNUT CREEK CIR
PD-26-05147	999920179999.0 NON-REPORTABLE	Informational Report	Sep 23, 2026, 12:29:16 AM	370 MIA ROSE WAY
PD-26-05179	ORD565.0-013Y20211313.0 DP-ASSAULT	Crime Against Society- See Offense Section	Sep 24, 2026, 11:23:02 AM	2089 Hanley Road
PD-26-05245	575.080-001Y20204803.0 MAKING FALSE REPORT	Domestic Incident	Sep 26, 2026, 2:36:39 PM	308 CHESTNUT CREEK CIR
PD-26-05248	ORD570.0-032Y20212308.0 DP-SHOPLIFTING	Theft	Sep 26, 2026, 4:42:51 PM	7955 HIGHWAY N
PD-26-05264	ORD579.0-009Y20213564.0 DP-POSSESSION OF A CONTROLLED SUBSTANCE	POSSESSION OF MARIJUANA	Sep 27, 2026, 8:23:28 PM	TOWN SQUARE AVE & CHERRY BLOSSOM DR
PD-26-05264	ORD311.0-002N20214104.0 DP-MIP (INCLUDES BY CONSUMPTION)	POSSESSION OF MARIJUANA	Sep 27, 2026, 8:23:28 PM	TOWN SQUARE AVE & CHERRY BLOSSOM DR
PD-26-05278	999920219999.0 RUNAWAY JUVENILE	Runaway Juvenile	Sep 28, 2026, 7:34:57 PM	2044 AVALON MIST CIR
PD-26-05314	999920179999.0 NON-REPORTABLE	Informational Report	Sep 30, 2026, 3:31:31 PM	2025 HANLEY RD

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

I. COURT INFORMATION	Municipality: Dardenne Prairie Municipal	Reporting Period: Sep 1, 2026 - Sep 30, 2026
Mailing Address: 2032 HANLEY RD, DARDENNE PRAIRIE, MO 63368		
Physical Address: 2032 HANLEY RD, DARDENNE PRAIRIE, MO 63368	County: St. Charles County	Circuit: 11
Telephone Number:	Fax Number:	
Prepared by: Carrie Hamilton	E-mail Address:	
Municipal Judge:		

II. MONTHLY CASELOAD INFORMATION	Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month	21	1,178	44
B. Cases (citations/informations) filed	0	69	4
C. Cases (citations/informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
2. court/bench trial - GUILTY	0	0	0
3. court/bench trial - NOT GUILTY	0	0	0
4. plea of GUILTY in court	0	76	3
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)	0	15	0
6. dismissed by court	0	7	0
7. *nolle prosequi*	0	8	0
8. certified for jury trial (not heard in Municipal Division)	0	0	0
9. TOTAL CASE DISPOSITIONS	0	106	3
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]	21	1,141	45
E. Trial de Novo and/or appeal applications filed	0	0	0

III. WARRANT INFORMATION (pre- & post-disposition)	
1. # Issued during reporting period	72
2. # Served/withdrawn during reporting period	29
3. # Outstanding at end of reporting period	612

IV. PARKING TICKETS	
1. # Issued during period	0
☐ Court staff does not process parking tickets	

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Dardenne Prairie Municipal	Reporting Period: Sep 1, 2026 - Sep 30, 2026

V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)	
Fines - Excess Revenue	$8,835.00
Clerk Fee - Excess Revenue	$979.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	$32.93
Bond forfeitures (paid to city) - Excess Revenue	$1,634.00
Total Excess Revenue	$11,480.93
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)	
Fines - Other	$3,241.50
Clerk Fee - Other	$198.00
Judicial Education Fund (JEF) ☐ Court does not retain funds for JEF	$53.50
Peace Officer Standards and Training (POST) Commission surcharge	$107.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	$762.92
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	$6.66
Law Enforcement Training (LET) Fund surcharge	$214.00
Domestic Violence Shelter surcharge	$214.00
Inmate Prisoner Detainee Security Fund surcharge	$0.00
Restitution	$0.00
Parking ticket revenue (including penalties)	$0.00
Bond forfeitures (paid to city) - Other	$600.00
Total Other Revenue	$5,397.58

Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Appointed Counsel Fund	$53.49
Court Automation	$749.00
Total Other Disbursements	$802.49
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	$17,681.00
Bond Refunds	$82.00
Total Disbursements	$17,763.00