



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

**BOARD OF ALDERMEN
AMENDED AGENDA
SEPTEMBER 16, 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 Regular Session Minutes – 09 02 26
2. Expenditures Report dated – 09 16 26
3. Treasurers Report dated – 08 31 26
4. Immaculate Conception of Dardenne – By the Drink Liquor License - October 4, 2026

ITEMS REMOVED FROM CONSENT AGENDA

PUBLIC COMMENT

PUBLIC HEARING

1. The Velvet Paw is Requesting a Conditional Use Permit for a Dog Grooming Salon located at 1656 Bryan Road, Dardenne Prairie MO, current Zoning is C-2 and requesting C-2 CUP
2. The tax rate proposed by the City of Dardenne Prairie for its 2026 tax levy is \$0.0821 dollars per \$100.00 of assessed valuation. The estimated amount of revenue required to be provided from the property tax as set forth in the annual general budget is \$421,843 which includes an increase of \$13,566, or 3.2%, due to an increase in Assessed Valuation resulting from New Construction.

NEW BUSINESS

1. Resolution No. 405

A Resolution of the City of Dardenne Prairie, Missouri, Approving Purchases for the Replacement of Playground Equipment and Authorizing the City Administrator to Execute the Necessary Documents

2. Resolution No. 406

A Resolution of the City of Dardenne Prairie, Missouri, Establishing the Salute to Service Program to Honor Members and Veterans of the United States Armed Forces

3. Bill No. 26 - 39

An Ordinance of the City of Dardenne Prairie, Missouri Establishing the AD Valorem Taxes For All Real & Tangible Personal Property Within the City of Dardenne Prairie For The Period of January 1, 2026, to December 31, 2026

4. Bill No. 26 – 40

An Ordinance Of The City Of Dardenne Prairie, Missouri Authorizing The City Administrator To Negotiate And Execute A Professional Services Contract By And Between The City And Amcon Municipal Concrete For The 2026 Concrete Street Slab, Sidewalk And Curb Replacement Program

5. Bill No. 26 – 41

An Ordinance of the City of Dardenne Prairie, Missouri, Authorizing the City Administrator to Accept the Proposal From SWT Design, Inc., for the Barathaven Park Master Plan, Engineering and Phase I Improvements and Matters Related Thereto

6. Bill No. 26 – 42

An Ordinance of the City of Dardenne Prairie, Missouri, Approving a Conditional Use Permit for a Dog Grooming Salon Located at 1656 Bryan Road

7. Bill No. 26 - 43

An Ordinance Of The City Of Dardenne Prairie, Missouri, Authorizing The City Administrator To Negotiate And Execute A Deposit Agreement Guaranteeing Land Disturbance Improvements With Cash By And Between The City And Bridgewater Communities, Guaranteeing The Construction, Installation, And Completion Of Certain Improvements Within The Villages At Dardenne Place, Phase 3

8. Bill No. 26 – 44

An Ordinance Of The City Of Dardenne Prairie, Missouri, Authorizing The City Administrator To Negotiate And Execute A Deposit Agreement Guaranteeing Site Plan Improvements With Cash Escrow By And Between The City And Bridgewater Communities, Guaranteeing The Construction, Installation, And Completion Of Certain Improvements Within The Villages At Dardenne Place, Phase 3



OLD BUSINESS

1. **Bill No. 26-37** (First reading on 09/02/26)
An Ordinance Of The City Of Dardenne Prairie, Missouri, Authorizing The City Administrator To Negotiate And Execute A Professional Services Contract By And Between The City And Oates Associates, Inc. For Engineering Services Related To The Bates Road Phase 1 Improvements - Stbg-5407(622)
2. **Bill No. 26-38** (First reading on 09/02/26)
An Ordinance Of The City Of Dardenne Prairie, Missouri, Amending Various Provisions Of Article II Of Chapter 110 Of The Municipal Code Of The City Of Dardenne Prairie, Missouri, And Providing For The Standard Practices Of Board Of Aldermen Meetings

OFFICER & STAFF COMMUNICATIONS

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

ADJOURNMENT



CALL TO ORDER

Mayor Widaman called the September 5, 2026, City of Dardenne Prairie, 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 and City Clerk Deborah Ryan

CONSENT AGENDA

1. Board of Aldermen Work Session Minutes – 08 05 26
2. Board of Aldermen Regular Session Minutes – 08 05 26
3. Board of Aldermen Work Session Minutes – 08 19 26
4. Expenditures Report dated - 08 19 26
5. Expenditures Report dated – 09 02 26
6. Treasurers Report dated – 07 31 26

Moved by Alderman Gittemeier seconded by Alderman Detweiler to approve the consent agenda as presented.

All ayes, motion carried.

ITEMS REMOVED FROM CONSENT AGENDA

No items removed

PUBLIC COMMENT

The following spoke during public comment:

- Arnie C. AC “Honest-Abe” DIENOFF - City/County Public Advocate

NEW BUSINESS

1. Bill No. 26-35

An Ordinance Of The City Of Dardenne Prairie, Missouri, Authorizing The Mayor To Enter Into The Agreement Between St Charles County, The City Of O’Fallon, The City Of St. Charles, The City Of St. Peters, The City Of Wentzville, The City Of Lake St. Louis, The City Of Dardenne Prairie, The City Of Weldon Spring, And The City Of Cottleville, Missouri, Municipalities To Share Costs Regarding Ortho And Oblique Imagery From

Moved by Alderman Gittemeier, seconded by Alderman Wilson for the first reading of Bill No. 26-35, by title only. All ayes, motion carried.

City Attorney read Bill No. 26-35 for the first time, by title only

City Administrator Michel stated this is the imagery the County uses to establish the mapping database for the Assessor's website. But also mapping data that we, as a City, have access to, to use for our own internal needs. Any of the maps we create we can use. This layered data is, a renewal of the Pictometry contract and runs from the beginning of 202 and runs through the end of 2031. Annual cost is \$2,080.25.

Motion by Alderman Johnson, seconded by Alderman Nay for the second reading of Bill No. 26-35, by title only. All ayes, motion carried.

City Attorney read Bill No. 26-35 for the second time, by title only.

Motioned by Alderman Johnson, seconded by Alderman Gittemeier for the final passage of Bill No. 26-35.

Roll call vote:

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

The vote on the motion, 6 ayes and 0 nay, motion carried. Bill No. 26-35 becomes Ordinance No. 2430.

2. Bill No. 26-36

An Ordinance Of The City Of Dardenne Prairie, Missouri, Authorizing The Execution Of A Memorandum Of Understanding By And Between The City Of Cottleville, The City Of Dardenne Prairie, And The City Of Weldon Spring, Missouri

Moved by Alderman Gittemeier, seconded by Alderman Wilson for the first reading of Bill No. 26-36, by title only. All ayes, motion carried.

City Attorney read Bill No. 26-36 for the first time, by title only.

Motion by Alderman Johnson, seconded by Alderman Wilson for the second reading of Bill No. 26-36, by title only. All ayes, motion carried.

City Attorney read Bill No. 26-36 for the second time, by title only.

Motioned by Alderman Wilson, seconded by Alderman Detweiler for the final passage of Bill No. 26-36.

Roll call vote:

Alderman Detweiler, Aye
Alderman Gittemeier, Aye

Alderman Johnson, Aye
Alderman Nay, Aye
Alderman Waters, Aye
Alderman Wilson, Aye

The vote on the motion, 6 ayes and 0 nay, motion carried. Bill No. 26-36 becomes Ordinance No. 2431.

3. Bill No. 26-37

An Ordinance Of The City Of Dardenne Prairie, Missouri, Authorizing The City Administrator To Negotiate And Execute A Professional Services Contract By And Between The City And Oates Associates, Inc. For Engineering Services Related To The Bates Road Phase 1 Improvements - Stbg-5407(622)

Moved by Alderman Gittemeier, seconded by Alderman Wilson for the first reading of Bill No. 26-37, by title only. All ayes, motion carried.

City Attorney read Bill No. 26-37 for the first time, by title only.

Alderman Johnson stated his understanding, after speaking with Matt Davidson, that this was the lowest bid with the most qualified Engineering Firm.

City Administrator Michel stated this was put out as request for qualifications and not a request for pricing, but yes, this was the most qualified firm. Of the six that were submitted, by an independent review group of staff members that went through all those proposals and scored them the highest. The price reflected is an negotiated price by Matt Davidson after the firm was selected as the top-rated firm.

Alderman Detweiler stated she has questions regarding the proposal for this project. It was her understanding the last time this issue was discussed, the Board was allowed to make the changes that the Board was originally asking to make and subsequently told the changes were not going to be allowed. Matt Davidson came back to the Board and reported that he spoke with Amanda with MoDOT and the change was going to be allowed to be made. This proposal, under task 4.0, is proposing to design bike lanes, and the thought was those lanes were going to be removed. Under task 6.0, right of way easements and have a concern with the new development Stillwater and how that is going to affect their easement. And under 9.0, traffic study, feasibility for the three lanes to two lanes. Alderman Detweiler stated she is comfortable with moving ahead with phase 1, but uncomfortable with allowing them to dictate how Bates Road is going to be developed and do not want this to turn into another Stump Road issue.

Alderman Gittemeier stated she is in agreement and the previous discussions on how important it is to have the center turn lanes. Stump Road residents were forced to have the center lane and what we need to be doing is listen to the residents that travel these roads. The point system used on the Stump Road debacle and the over run on cost because that road was over improved. We need not make the same mistakes. Biggest concern here is removing the center lane and adding a bike lane we are not listening to our residents. Alderman Gittemeier asked if the City has used Oates on other projects before and it seems that Weise Group has done several projects for the City and has the knowledge.

City Administrator Michel the City's adopted procurement policies were used or followed for the acquisition of this contract as well as the requirements for the grant. City Administrator Michel stated there was extensive discussion in 2025. The grant application was approved by the Board in February 2025 and subsequently the approval of the cost share agreement that was approved in November 2025, even after extensive discussion, the agreement, as presented, did not change the grant application. As it currently stands the grant application contemplates bike improvements. The intention for Oates, or any other qualified firm that could have been awarded out of the six that submitted, would be to go through the required public outreach, the required public hearings and move forward with a design that will ultimately meet, not only with public and the Board wants to see on Post Road. If that ultimately ends up being no bike lane, no one is going to lose any sleep over it, but will undoubtedly lose funding and will change the cost share agreement, but that question hasn't been asked directly to date and no amendment to the grant application has been made. The intent is to come back to the Board with some options that everyone can review and consider. This also raises questions on our other road improvement projects which also have protected bike lanes. Part of the current grant application does not include right of way acquisitions or funding, but if that is the direction the Board wants to go, staff will gather information on what those costs would look like and there will have to be a grant amendment. The end goal is to connect several areas around the city via a bike lane/path into a continuous loop.

Alderman Wilson asked if the grant is changed, and funding is lost, is that something that the City's budget can absorb and if not, is there a middle ground.

City Administrator Michel stated that is the goal and why there will be a few different options through the public feedback process and will be presented to the Board for consideration. Allowing an engineer to get on the ground out there and figure out what can be done and come back with some options. Obviously, we need to be in contact with the County Road Board to start discussing a potential grant amendment should that be the direction we go. When the Board discussed this issue last fall there was no concept of what the impact could be to the City. The Federal funding is over \$800,000 and County Cost Share is a total, not out of the City's pocket of \$1.2 million. Presumably the County funding would hold but the Federal money would be reduced due to the change in the scope of the grant.

Alderman Nay stated he recalls this was simply a repaving and paint the different lines. We are going to have a public meeting on this and have the engineer present and if it doesn't work out and people say no, then the project get stopped. The grant funding has been issued and we should use it to plan and the intent was to use this opportunity to do some planning and see where it takes us.

Alderman Detweiler asked if Oates is aware that potentially, the Board does not want the bike lanes.

City Administrator Michel stated yes, Oates is aware that options are requested in the design process.

4. Bill No. 26-38

An Ordinance Of The City Of Dardenne Prairie, Missouri, Amending Various Provisions Of Article II Of Chapter 110 Of The Municipal Code Of The City Of Dardenne Prairie, Missouri, And Providing For The Standard Practices Of Board Of Aldermen Meetings

Moved by Alderman Gittemeier, seconded by Alderman Detweiler for the first reading of Bill No. 26-38, by title only. All ayes, motion carried.

City Attorney read Bill No. 26-38 for the first time, by title only

OLD BUSINESS

No old business.

OFFICER & STAFF COMMUNICATIONS

1. City Attorney

No report.

2. City Engineer

3. City Administrator

City Administrator Michel stated Matt Davidson, previous City Engineer's last day was the 21st of August, but left a comprehensive internal document going over some of the projects and their status. Some projects have been reassigned, and some are going to need review of an engineer. Staff has been talking with some firms and some that the City currently works with what their services would look like if we wanted to entertain using them for projects. We will continue to review this and see if it is in the best interest to contract out engineering work or to hire another PE to be on staff.

City Administrator Michel stated there will be several bids for award at the next meeting. Trying to stay on track for the bids that were in this fiscal year cycle.

City Administrator Michel stated Bingo will be this Friday, registration is required.

City Administrator Michel stated there is a date change for Municipal Court this month and rescheduled to Thursday, September 24th.

City Administrator Michel stated Prairie Day 2026 is scheduled for September 26^h from noon to 5 pm with vendors and 6 to 9 pm with music from Well Hungarians and fireworks to follow.

City Administrator Michel stated the annual MML Conference is coming up.

City Administrator Michel stated all Elected Officials should have an invitation from the Historical Society for their annual Gala. Please let the City Clerk know if you are interested in attending so that the City can handle your registration.

City Administrator Michel stated City Hall Park equipment inspection has been completed and expect the bid package should be available at the September 16th meeting.

City Administrator Michel stated City Staff has been working on their initial round of department budget requests for the FY 2027 so we can start planning.

City Administrator Michel stated Planning and Zoning Commission meeting for September will review a CUP for a dog grooming business in the strip center on Bryan Road and the October meeting we tentatively have resubmittal for Sagebrook PUD and easement vacation for a private relocate for a public storm sewer. Forthcoming is submittal for Building #2 at Commerce Park on Technology Drive, and the Rawlings wood bat expansion is underway in Building #1.

City Administrator Michel stated the new security cameras will be installed in the next couple of weeks and waiting on the equipment. And Concourse the new permitting software will begin user testing with staff in the next couple of weeks.

4. Aldermen

Alderman Wilson encouraged residents to contact the City and elected officials if you see anything out of place.

5. Mayor

Mayor Widaman thanked everyone for coming out tonight and thanked our officer, Jamie Neukirch.

ADJOURNMENT

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

All ayes, motion carried.

Meeting adjourned at 7:41 pm.

Approved by the Board of Alderman on 09 16 26

Respectfully submitted:

Deborah Ryan, City Clerk

TREASURER'S REPORT

As of August 31, 2026

General Fund	3,326,675.47
General Fund (Invested)	1,394,193.93
Special Revenue Fund	2,481,929.15
Special Revenue Fund (Invested)	336,427.21
Parks & Storm Water Fund	257,823.57
Parks & Storm Water Fund (Invested)	1,178,484.72
Parks & Storm Water Umpire Fund	4,189.60
Capital Improvement Sales Tax Fund	1,964,291.36
Capital Improvement Sales Tax Fund (Invested)	506,619.80
Transportation Fund	1,186,911.98
Transportation Fund (Invested)	0.00
Escrow/Bond Account	102,262.58
Petty Cash	100.00
Cash Drawer	200.00
TOTAL	12,740,109.37

Respectfully submitted,



Kim Clark
Finance Manager

EXPENDITURES FOR APPROVAL
9/16/2026

1 AFLAC	September, 2026	411.98
2 Ameren	City Hall	2,512.35
3 Ameren	Traffic Light 2	80.79
4 Ameren	Traffic Light	13.72
5 Ameren	Street Lights	34.44
6 Ameren	Street Lights	211.88
7 Ameren	Street Lights	327.03
8 Ameren	Concession Stand	436.35
9 Ameren	City Park	244.81
10 Ameren	Athletic Complex	418.02
11 Americom Technology Solutions	IT - September	2,407.82
12 Benjamin Kloos	Prosecuting Attorney: September	2,000.00
13 Bridge Tower Media	Public Hearing Notices	154.70
14 CDS Office Technologies	Copies to 8-24-26	425.57
15 City of O'Fallon	Feise Road Trail Crackseal	1,341.00
16 Duckett Creek	Athletic Complex sewer	150.00
17 First Bank	Credit Card Charges	4,806.24
18 First Capital Advisors	Lobbying services: September	1,500.00
19 Gerstner Electric, Inc.	Traffic signal repair	673.01
20 Green Clean Commercial	Cleaning: August	1,489.00
21 Hansen's Tree Service	Tree trimming	5,025.00
22 Horner & Shifrin	Weldon Spring Phase I: Invoice #2	30,597.70
23 Kone Elevator	Elevator maintenance	624.99
24 LAGERS	July, 2026	21,284.02
25 LAGERS	August, 2026	14,948.89
26 Mark Byrne	Municipal Judge: September	500.00
27 MOCCFOA	Webinar: Ryan	75.00
28 Parks: Nichole Bouchard	Quarterly Bingo Prizes	225.00
29 Parks: Upper Limits	Prairie Day rock climbing wall	1,400.00
30 Parks: Various Umpires	Umpire pay to 9-1-26	1,045.00
31 Pass Security	Monitoring to 12-31-26	258.36
32 Paychex	September time system fee	158.70
33 Payroll	09-11-26 Payroll	44,744.16
34 PWSD #2	Athletic Complex water to 8-20-26	47.41
35 PWSD #2	Fountain water to 8-20-26	3,766.79
36 R & R Sanitation	Porta Potty to 10-05-26	315.00
37 Rafael Saloma Gonzales	Court Interpreter: August	142.00
38 Red Equipment LLC	Storm sewer inspection camera	19,936.80
39 Safeguard Business Systems	Court checks and deposit slips	407.25
		165,140.78

Approved by Board of Aldermen 09-16-26

Mayor Keith Widaman

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

ST CHARLES COUNTY BUSINESS RECORD

Affidavit of Publication

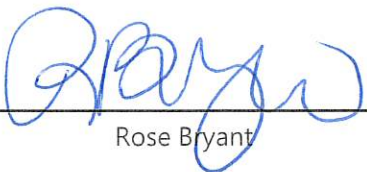
To: CITY Of Dardenne Prairie - DEBBIE RYAN
2032 Hanley Rd
Dardenne Prairie, MO, 633686706

Re: Legal Notice 4186102, CITY OF DARDENNE PRARIE
State of MO }
County of St. Charles County } SS:

Before the undersigned Notary Public personally appeared Rose Bryant on behalf of St. Charles Business Record, St. Charles County who, being duly sworn, attests that the said newspaper is qualified under the provisions of Missouri Law governing public notices to publish, and did so publish, the notice annexed hereto; starting with the 08/07/2026 edition and ending with the 08/07/2026 edition for a total of 1 publications, and that the date of publications were as follows: 08/07/2026.

Publishers fee: \$58.82

By:


Rose Bryant

Sworn to me on this 10th day of
August 2026

By:


Karie C Clark

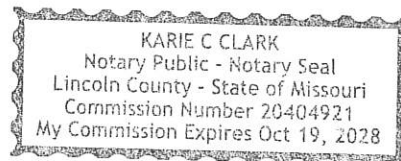
Notary Public, State of MO
No. 20404921
Qualified in Lincoln County
My commission expires on
October 19, 2028

PUBLIC HEARING NOTICE

The City of Dardenne Prairie, Missouri, will conduct a Public Hearing regarding a Conditional Use Permit Request Application before the Planning and Zoning Commission on **Wednesday, September 9, 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, Dardenne Prairie, Missouri, and before the Board of Aldermen on **Wednesday, September 16, 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:

CUP Request

Name of Applicant: The Velvet Paw
Name of Owners: GSR Ventures LLC
Present Zoning Classification: C-2
Proposed Zoning Classification: C-2
CUP
Proposed Use: Dog Grooming Salon
Address of Property: 1656 Bryan Road,
Dardenne Prairie, MO 63368
Property Legal Description: Dardenne
Prairie Plaza PT Lot 5
4186102 St. Charles Aug. 7, 2026



PUBLIC NOTICE

Posted Tuesday, September 1st, 2026
Dardenne Prairie City Hall – 2032 Hanley Road
Knights of Columbus – 2199 Post Road
Dardenne Athletic Complex– 2080 Hanley Road
BaratHaven Park – Henning Road

The Board of Aldermen of the City of Dardenne Prairie, Missouri will hold a Public Hearing concerning the City's 2026 property tax levy on Wednesday, September 16th, 2026, at 7:00 p.m. The public hearing will be held at the Dardenne Prairie City Hall, 2032 Hanley Road, Dardenne Prairie, Missouri. In regard to such tax levy, the following information is provided:

The City's 2025 assessed valuation for real property is \$441,829,479; for personal property is \$62,873,251; for State assessed real property is \$4,116,546; for state assessed personal property is \$483,658; for locally assessed utilities real estate is \$298,079; for locally assessed utilities personal property is \$214,797; for a total assessed valuation of \$509,815,810.

The City's 2026 assessed valuation for real property is \$458,166,463; for personal property is \$67,219,476; for State assessed real property is \$4,347,810; for state assessed personal property is \$461,568; for locally assessed utilities real estate is \$959; for locally assessed utilities personal property is \$179,459; for a total assessed valuation of \$530,375,735.

The tax rate proposed by the City of Dardenne Prairie for its 2026 tax levy is \$0.0821 dollars per \$100.00 of assessed valuation. The estimated amount of revenue required to be provided from the property tax as set forth in the annual general budget is \$421,843 which includes an increase of \$13,566, or 3.2%, due to an increase in Assessed Valuation resulting from New Construction.



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: 16 September 2026

SUBJECT: Authorization to Purchase Park Equipment

Executive Summary:

This staff report is provided with regards to a proposed Resolution authorizing the purchase of certain park equipment in support of the ongoing pour in place surfacing replacement project.

Overview:

As previously reported to the Board, in support of the pour in place surfacing replacement, a complete inspection of the park equipment has occurred. The purpose of this inspection was to identify parts, equipment, and materials that should be replaced ahead of or in conjunction with replacing the pour in place surfacing. The driver behind this inspection and replacement is due to the long life of the surfacing and the age of existing equipment. The inspection confirmed what we largely assumed, most equipment is in good condition, useable, and has ample life left. With that, some equipment was identified for replacement, refitment, or repair. The quotes included cover all items in need of replacement due to wear or damage as well as suggested replacements of major components that attach below the fall surfacing and should be replaced ahead of surfacing repair.

Financial Impacts:

The included quotes cover a variety of parts, fixtures, equipment, and materials to make much needed repairs to the City Hall Playground equipment. All quotes were procured through Sourcewell cooperative purchasing contracts.

- Miracle Recreation Equipment: \$15,755.54 for various replacement parts, ropes, and swings
- UPC Parks: \$759.00
- Miracle Recreation Equipment: \$10,741, plus freight, for a replacement standalone tire swing structure

The first two items are essential with the tire swing replacement being optional or subject to change. We are still evaluating options and value of refinishing the arch structure and replacing the swing fixture only versus an entire unit replacement. As such, we will be requesting approval on a not to exceed of \$30,000 for all equipment repairs and replacements.

Installation labor will be done, where possible, in house. There will be ancillary costs for some minor items such as concrete for setting fixtures, etc.

This expense will be included and combined with the \$485,000 of budgeted funds for playground surfacing replacement and playground reserve.

Additionally, this Resolution will serve as preauthorization to dispose of old equipment and materials in accordance with City policies and practices. Items that can be sold will be sold. Other materials will be disposed of as trash or recycled where possible.

Staff Recommendations:

Staff recommends that the Board of Aldermen approve the included Resolution which provides authorization for:

- 1) Playground equipment replacements for a not to exceed of \$30,000.
- 2) Authorization to dispose of old materials and equipment in accordance with City policies and practices.

Respectfully,

A handwritten signature in blue ink, appearing to read "Kyle Michel".

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

RESOLUTION NO. 405

A RESOLUTION OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, APPROVING A PURCHASES FOR THE REPLACEMENT OF PLAYGROUND EQUIPMENT AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS

WHEREAS, the City of Dardenne Prairie, Missouri (the "City"), owns and maintains playground facilities at City Hall Park for the use and enjoyment of its residents and visitors; and

WHEREAS, certain existing playground equipment has reached the end of its useful life and requires replacement to maintain a safe, functional, and attractive recreational facility; and

WHEREAS, the City procured a quote to replace equipment and materials at City Hall Park through existing Sourcewell cooperative buying agreements for a not to exceed amount of \$30,000.00; and

WHEREAS, the City has reviewed the submitted quote and determined that the proposed equipment, services, disposal of old equipment, and pricing are acceptable and in the best interests of the City and within City budget; and

WHEREAS, the City desires to accept said quote and proceed with the replacement and installation of the playground equipment.

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

SECTION 1. That the form, terms and provision of the quote attached hereto, marked as **Exhibit A**, hereby are approved and the City Administrator shall be and is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer, on behalf of the City, such quote in substantially the form attached hereto for a not to exceed amount of \$30,000.00.

SECTION 2. Effective Date.
This Resolution shall be in full force and effect immediately upon its adoption.

Approved this 16th day of September 2026

Mayor

Attest:

City Clerk



Miracle Recreation Equip. Co.
878 E. US Hwy 60
Monett, MO 65708
1-888-458-2752

QUOTE: OE26020380
CUSTOMER: 6336A13
ACCOUNT: 25019955

Prepared For:

PURCHASING

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

Project Name & Location:

Dardenne Park

Attn: Dardenne Park - Parts

Prepared by:

HUTCHINSON RECREATION &
DESIGN, INC.

Curt Hutchinson
1000 EDGEWATER POINT DRIVE
STE 101
LAKE ST. LOUIS, MO 63367
314 436 5000 (phone)

Ship To Address:

NICHOLE BOUCHARD
DARDENNE PRAIRIE
2032 Hanley Road
Dardenne Prairie, MO 63368, US
(636) 755-5308 (phone)

End User:

NICHOLE BOUCHARD
DARDENNE PRAIRIE
2032 Hanley Road
Dardenne Prairie, MO 63368, USA
+16367555308 (phone)
NICHOLE@DARDENNEPRAIRIE.ORG

Quote Number: OE26020380
Quote Date: 9/3/2026
Valid For: 30 Days From Quote Date

PlayArea_Q1

Product line: Freestanding
Age group: 5-12_ASTM

Global defaults

Accent	SAND
Accent Climber	SAND
Accent Enclosure	SAND
Clamp	SAND
Rockite	BURGUNDY
Swing Tot Seat	GREEN

Components

Part Number	Description	Qty	Weight	Unit Price	Total
104947	BOLT BHCS 3/8-16 X 1-1/2 18-8SS6LOBE W/P	4.00	0.05	1.53	6.12
200002079	WSHR FLAT M11 X 23OD X 1.6MM THK 300SS	4.00	0.04	0.57	2.28
2740	SWG SEAT: THERAPEUTIC WITH CHAIN, 8' TR Rockite: BEIGE	1.00	135.00	1,739.00	1,739.00
2990	SWG SEAT: TOT 360 DEG WITH CHAIN, 8' TR	1.00	15.00	255.00	255.00
7147721	BONGO PERCH: STATIONARY ~ KC	2.00	15.00	324.00	648.00
7148306	LEAN OUT ENCLOSURE	1.00	125.00	2,270.00	2,270.00
7148488BD	TWISTER CLIMBER: 8' DECK *BD	1.00	150.00	2,671.00	2,671.00

9/3/2026

QUOTE: OE26020380

Page 1 of 4

902552	BEATER F/BEATBLOCKS	1.00	0.55	131.00	131.00
902556	BB Mallet CABLE COVER LH	2.00	0.90	45.00	90.00
912267	PARTS CARTON, ROPE ARCH	1.00	75.00	1,727.00	1,727.00
912293SND	PARTS CARTON, 4474	1.00	5.00	865.00	865.00
928258RD	ROPE ASY ISOTOPE & RND UP W/O POST	1.00	55.20	1,097.00	1,097.00
928288SND	PARTS CARTON, 4621	1.00	5.00	186.00	186.00
992923BE	CHAIN ASSY-6'6" CLIMB-OVER 4'TOP RAIL BE	1.00	20.90	418.00	418.00
995594RED	ROPE ASY CUBE FOUR SQ X FOUR SQ	1.00	60.10	2,826.00	2,826.00
995806RED	ROPE ASY JAX (2/SET)	1.00	40.00	2,615.00	2,615.00

Additional Items

Part Number	Description	Qty	Weight	Unit Price	Total
105295	BAG ZIPLOCK 12" X 14" X 4MIL(OFFICE USE)	1.00	0.00	0.00	0.00
925961	THUMB DRIVE 2GB - MREC	1.00	0.00	0.00	0.00
INSTALL BOOK	INSTALL BOOK FOR PP ORDERS	1.00	0.00	0.00	0.00

Totals:

Equipment Weight:	718.91 lbs
Equipment List:	\$17,546.40
Discount Amount:	-\$2,631.96
Equipment Price:	\$14,914.44
Products Subtotal:	\$14,914.44
Freight:	\$861.10 Code: Needed
SubTotal:	\$15,775.54
Grand Total:	\$15,775.54

Notes:

SOURCEWELL DISCOUNT APPLIED

This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Sales Representative is not authorized to sign this Quote on behalf of Miracle or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "Miracle Sales Administration" via fax (417) 235-3551 or email: orders@miraclerec.com. Upon acceptance, Miracle will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or email.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the Equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734154, Dallas, TX 75373-4154, unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense. Purchase orders and payments should be made to the order of Miracle Recreation Equipment Company.

Quote Number: OE26020380 **Quote Date:** 9/3/2026 **Equipment:** \$17,546.40 **Grand Total:** \$15,775.54

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE

9/3/2026

QUOTE: OE26020380

Submitted By	Printed Name and Title	Date
THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT		
By:		

ADDITIONAL TERMS & CONDITIONS OF SALE

2. **Default, Remedies & Delinquency Charges.** Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, Miracle shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with Miracle to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by Miracle of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys fees plus any costs of collection incurred by Miracle in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Miracle as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by Miracle within ten (10) days after the date on which due.

4. **Restrictions.** Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

6. **Choice of Law and Jurisdiction.** All agreements between Customer and Miracle shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

8. **Waiver; Invalidity.** Miracle may waive a default hereunder, or under any invoice or other agreement between Customer and Miracle, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by Miracle. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to Miracle hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document and retransmission of any signed facsimile or other electronic transmission shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.



UPC Parks
16538 Clear Creek
Road
Redding
CA 96001
530-243-1096

Replacement Quote

Dardenne Prairie Park Replacement Ropes and Hardware

Date: Oct 2, 2026
Quote Number : 329643000021887060

BILL TO:	SHIP TO: City of Dardenne Prairie 2032 Hanley Rd Dardenne Prairie MO 63368
-----------------	---

Account Name: Hutchinson Recreation and Design (A)	Quote Stage: Draft
Contact Name: Curt Hutchinson	

Product Name	Product Code	Qty	List Price	Volume Discount	Total
Replacement Rope 15'	12901	2	\$ 96.00	\$ 0.00	\$ 192.00
Rope Anchor Assembly	23344	4	\$ 123.00	\$ 0.00	\$ 492.00
Includes (1) Rope anchor, (4) Set Screws & (2) Tamper Proof Button Heads EACH					
Sub Total					\$ 684.00
Tax (added to Sub Total)					\$ 0.00
Freight (added to Sub Total)					\$ 75.00
Grand Total					\$ 759.00

Terms and Conditions - updated 6-13-2023

Quoting and Ordering

All prices are in US Dollars.

Parts Prices are valid for 90 days from quote date.

Quoted with Standard Freight, arrival date not guaranteed. Freight rates are for 30 days.

Any discounts are at the sole discretion of UPC Parks (Universal Precast Concrete, Inc.)

Sales Terms

Payment must be received prior to products shipping for all replacement parts. UPC Parks reserves the right to impose any additional conditions or limitations on orders that UPC Parks deems reasonable under the circumstances.

Credit Limit and Credit Hold

Sales reps, regardless of their category, will have a maximum credit line of \$100,000 in outstanding invoices. UPC Parks has the sole discretion to adjust this amount based on the Sales reps payment history and other business considerations. Sales reps which have reached their Credit Limit will be placed on Credit Hold, and will not receive new deliveries, until their outstanding balance has been made current. Sales reps who are more than 30 days past due on any order will also be placed on Credit Hold and will not receive new deliveries until their outstanding balance has been made current.

Delivery

UPC is not responsible for delays in delivery once the product(s) have departed UPC's facility. UPC will not be held liable for missed/late deliveries due to acts of Gods, war or strike. All risk of loss shall pass to the purchaser once it is delivered by UPC Parks to common carrier.

Damaged Products

Any damage to the product(s) during off-loading is the responsibility of Buyer and/or Installer. Failure to photograph and document the damaged product(s) prior to offloading of the product(s) is grounds for UPC Parks to reject any claim for compensation of damaged product(s). Installation of any damaged product(s) is deemed acceptance of the product(s) and operates as a waiver of any warranty claim.

Permits and Fee's

UPC Parks is not a licensed contractor, but merely a manufacturer. Buyer and/or Installer shall be responsible for all necessary permits and/or fees required to offload and install the product(s).

Site Plans, Layouts

UPC is merely a manufacturer; all purchasers of the product must agree to have all installation done under the supervision of a licensed contractor or design professional authorized to install such products under the jurisdiction where the product will be installed. UPC Parks is not responsible for the accuracy of any site plans or product layouts within a specific site. UPC provides product layout drawings, but does not field verify dimensions. Field dimensions must be verified by buyer and/or Installer prior to installing equipment.

Warranty

Subject to the limitations in the particular warranty for that Product at the time of its sale, UPC Parks generally warrants to its original purchaser that its Play Equipment Parts are free from defects in material and workmanship. This warranty is valid for twenty (20) years for the Polyfibercrete® features, five (5) years for single strand rope elements, and one year (1) for rope nets and rubber elements, from the date of delivery, excluding normal wear and tear. The warranty provided by UPC Parks is always in lieu of all other warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. To the fullest extent permitted by law in the jurisdiction where the product is installed, UPC Parks does not accept responsibility, nor does this warranty extend to any claim beyond the strict terms and limits of the particular warranty. Additional terms include: (a) In no event shall UPC Parks’ aggregate liability to all persons exceed the amount the original purchaser paid for the product; (b) to enforce the rights under the warranty, the original purchaser must bring its claim in Shasta County, California; (c) No person or entity shall be deemed to be a third-party beneficiary of the particular warranty. UPC Parks does not warranty (a) normal wear and tear; (b) any product, components, or parts not manufactured by UPC Parks; (c) defects caused by failure to provide a suitable installation environment for the play structure; (d) defects caused by use of the play structure for purposes other than those for which it was designed; (e) damage caused by disasters such as fire, flood, wind, and lightning; (f) damage caused by unauthorized attachments or modifications; (g) damage during shipment; (h) any other abuse or misuse by the purchaser or users; (i) damage which results from installation that does not conform to UPC Parks specifications; or (j) installation not done under the supervision of licensed contractors and design professionals as required under the jurisdiction where the product is installed. In no event shall UPC Parks be responsible for consequential damages or lost profits. Contact [UPC parks](#) for full warranty information.

Maintenance

Maintenance of UPC Parks play equipment is the responsibility of the owner. Most UPC Products are made from cast concrete materials. Maintenance is similar to other cast concrete products. Contact seller or [UPC Parks](#) for full maintenance information.

on}

Accelerator



**2014BN
Accelerator**

<u>MODEL</u>	<u>PRODUCT</u>	<u>GROUND SPACE</u>	<u>PROTECTIVE AREA</u>	<u>CONCRETE</u>
2014BN	Accelerator	11'-8" x 3'-6"	26' x 29'	1.27 cu. yds.

DESCRIPTION

The Accelerator is a nest-shaped swinging 'dish' suspended by chains from an arch and intended for four (4) children to swing at once.

MATERIALS

Arch Weldment:	Arch weldment shall be constructed of RDTB ILG 3.5" 11 ga. Arch top shall have a 159° length and shall measure 119-1/4" in width. The arch top shall have <u>welded</u> brackets constructed of 3/8" plate.
Post Weldments:	Post weldments shall measure 125" in length and shall be constructed of pipe 3.500 OD x 8 ga. galvanized. Posts shall have a <u>welded</u> tube constructed of tube 3.500 OD x 11 ga. galvanized.
Swing and Attachments:	Swing seat is constructed of polyethylene plastic links woven together by vinyl-coated steel wire and galvanized steel chain. The <u>welded</u> round steel ring surrounding the seat is wrapped in steel cable covered with U.V. resistant nylon fiber. The seat is suspended by galvanized steel chain. The accessible portion of the chain is covered by thermoplastic elastomer (TPE) hose.
Fasteners:	All fastening hardware shall be vandal proof stainless steel hardware, or <u>Fastener Style A</u> .
Finishes:	Posts finished in <u>Mira-Cote</u> .

Consult Miracle's "Glossary of Technical Data for Materials, Processes and Finishes" for specifications of underlined items.



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: 16 September 2026

SUBJECT: Salute to Service Program

Executive Summary:

This staff report is provided with regards to a proposed Resolution approving a policy document for the Salute to Service Program.

Overview:

As budgeted for FY2026, a veterans recognition program titled the Salute to Service Program is outlined and defined via the attached policy memo. Initially, this program will utilize existing structures on our municipal campus to house veterans' recognition banners similar in design to surrounding communities. We are still evaluating the availability of using streetlight poles throughout the city and may include those poles in the future as the program grows.

Twenty decorative light poles have been identified along the primary walking path within the municipal campus. These poles will be equipped with dual banner hangers to support this program.

The policy memo attached addresses how the program will work and function and formalize the program. Craig Stancovich, the City's Veteran Liaison, will be the primary point of contact for the program with City staff providing the execution and management of the program.

Financial Impacts:

The FY2026 budget contemplated approximately \$8,000 for this program. These funds will primarily be used to procure twenty new matching banner brackets to affix along the proposed route as well as to fund the initial order of banners. Branding will be created and incorporated into the banners with wayfaring signage being established at both ends of the trail.

Long-term, the program contemplates a fee structure that covers the costs of the banners, making the program sustainable and renewable. This fee structure and approach is in line with neighboring communities offering similar recognition programs and simply covers material costs as they exist today with no revenue recovery contemplated for administering the program.

The policy also contemplates fee waivers for certain veterans. Waivers will be directed to the Board for consideration and approval with basic guidelines and requirements contemplated in the attached policy memo.

Staff Recommendations:

Staff recommends approving the attached program policy memo, formalizing the creation of the Salute to Service Program.

Respectfully,

A handwritten signature in blue ink, appearing to read "Kyle Michel".

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

RESOLUTION NO. 406

A RESOLUTION OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, ESTABLISHING THE SALUTE TO SERVICE PROGRAM TO HONOR MEMBERS AND VETERANS OF THE UNITED STATES ARMED FORCES

WHEREAS, the City of Dardenne Prairie, Missouri, recognizes the courage, sacrifice, dedication, and service of the men and women who have served or are currently serving in the United States Armed Forces; and

WHEREAS, the City desires to honor local service members and veterans through the establishment of the Salute to Service Program; and

WHEREAS, the City desires to establish the Salute to Service Program in accordance with the program guidelines attached hereto as **Appendix A** and incorporated herein by reference.

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

SECTION 1. The Board of Aldermen hereby establishes the Salute to Service Program to honor eligible members and veterans of the United States Armed Forces.

SECTION 2. The Salute to Service Program shall be administered in accordance with the program requirements set forth in Appendix A, attached hereto and incorporated herein by reference.

SECTION 3. The City Administration and its designated representatives are hereby authorized to administer and implement the Salute to Service Program consistent with this Resolution and Appendix A.

SECTION 4. This Resolution shall be in full force and effect immediately upon its passage and approval.

Read and adopted this 16th day of SEPTEMBER 2026.

Mayor

ATTEST:

City Clerk



SALUTE TO SERVICE PROGRAM POLICY

Policy No.: _____

Effective Date: _____

Approved By: Board of Aldermen

Adopted By: Resolution No. _____

I. PURPOSE

The purpose of this policy is to establish the City of Dardenne Prairie **Salute to Service Program**, a commemorative banner program honoring individuals who serve or have served in the United States Armed Forces.

The program recognizes the valor, dedication, resilience, and sacrifice of military service members and veterans through the display of commemorative banners within Dardenne Prairie City Hall Park.

II. POLICY

It is the policy of the City of Dardenne Prairie to recognize eligible members and veterans of the United States Armed Forces through the Salute to Service Program. The City shall administer the program in a fair and consistent manner, subject to available banner locations and the requirements established by this policy.

III. ELIGIBILITY

An honoree must currently reside in the City of Dardenne Prairie or have an immediate family member who currently resides in the City.

The honoree must also be one of the following:

1. Presently serving in the United States Armed Forces;
2. A retired military veteran;
3. An honorably discharged veteran; or
4. A member of the United States Armed Forces who died while on active duty.

IV. BANNER SPECIFICATIONS AND DISPLAY

Banners shall be approximately **2 feet by 3 feet** and displayed on designated light poles along a walking path within Dardenne Prairie City Hall Park.

Banner locations are limited and shall be assigned on a first-come, first-served basis, subject to receipt and approval of a complete application and availability of space.

The City shall determine the placement of all banners. Applicants will be notified of the banner location following installation.

The City reserves the right to alter the size and location of banners as needed to appropriately administer the banner program.

V. APPLICATION REQUIREMENTS

Applicants shall submit the following:

1. A completed Salute to Service Program application;
2. Proof of qualifying City of Dardenne Prairie residency;
3. Verification of the honoree's military service;
4. A high-resolution photograph of the honoree in military uniform; and
5. The applicable program fee following approval.

Photographs shall be at least **4 inches by 6 inches**, submitted in JPEG format, and have a minimum resolution of **300 dpi**. Photographs must depict only the honoree.

The City reserves the right to crop, enhance, or otherwise edit photographs as necessary for banner production.

Applicants are responsible for ensuring that all information submitted is complete and accurate. Banners will be produced based upon the information contained in the approved application.

VI. FEES

The initial fee for participation in the Salute to Service Program shall be **\$150 per banner**.

Applicants shall be contacted for payment after their application has been approved.

An existing banner may be renewed for an additional annual display period for a fee of **\$50**.

Said fees are for the purpose of program sustainability and are subject to change annually based upon the actual cost to produce said banners. Annual renewal fees are intended to cover the costs of any damaged, faded, or otherwise unserviceable banners.

VII. APPLICATION REVIEW

Applications shall be processed in the order received, provided all required information and documentation have been submitted.

Submission of an application does not guarantee acceptance. Incomplete or inaccurate applications may be denied or may lose their priority until all required information is received.

Acceptance is subject to compliance with this policy and the availability of banner locations.

VIII. REGISTRATION PERIODS

The Salute to Service Program shall generally have two registration periods each year:

Spring Registration: Mid-March through mid-April, with approved banners intended for installation by Memorial Day.

Fall Registration: Mid-September through mid-October, with approved banners intended for installation by Veterans Day.

The City may modify registration deadlines and installation schedules when reasonably necessary for the administration of the program.

IX. ANNUAL DISPLAY AND RENEWAL

Banners shall be displayed for an annual period based upon the registration season in which the application was approved.

Spring participants shall generally receive renewal notification on or about the first Monday in May.

Fall participants shall generally receive renewal notification on or about the first Monday in October.

An applicant may renew an existing banner for an additional annual display period upon payment of the applicable renewal fee.

If a banner is not renewed, the City shall remove the banner at the conclusion of its display period and make it available for pickup by the applicant for personal use.

X. CITY ADMINISTRATION

The City Administrator or designee shall be responsible for administering the Salute to Service Program.

The City may establish reasonable administrative procedures, forms, deadlines, banner specifications, installation schedules, renewal procedures, and other requirements necessary to implement this policy.

The City reserves the right to reject an application or decline to display a banner that does not comply with this policy or established program requirements.

XI. CONTACT INFORMATION

Questions regarding the Salute to Service Program may be directed to:

City of Dardenne Prairie Veterans Liaison
VeteransLiaison@Dardenneprairie.gov

XII. EFFECTIVE DATE

This policy shall become effective upon approval by the Board of Aldermen and shall remain in effect until amended or repealed by the City.

XIII. FEE WAIVER

The Board of Aldermen may, upon receipt of a qualifying written request, waive the fee associated with the initial installation of a veteran banner for an eligible veteran who:

1. Is employed by the City of Dardenne Prairie;
2. Serves as an appointed or elected official of the City of Dardenne Prairie; or
3. Demonstrates a legitimate financial hardship that would otherwise prevent participation in the program.

Requests for a fee waiver shall be submitted in writing to the City and shall include sufficient information to establish eligibility for the requested waiver. Requests shall be presented to the Board of Aldermen for consideration at the next regularly scheduled business meeting following receipt of a complete request.

Approval of a fee waiver is discretionary and subject to the availability of budgeted funds. Nothing in this section shall create an entitlement to a fee waiver, and the Board of Aldermen may approve or deny a request based upon the circumstances presented and the availability of City funds.

A fee waiver may be granted only once for an eligible veteran and shall apply solely to the veteran's initial banner installation. Any subsequent renewal, replacement, reinstallation, or other fee associated with the program shall be the responsibility of the applicant unless otherwise authorized by the Board of Aldermen.

XIV. MAP

Banners will initially be installed on existing light poles on the City Hall and City Hall Park Campus. The Map below depicts the location of all poles. Wayfaring signage will be installed on the first and last pole in the sequence to depict the start of the path for the program.

Exhibit A: Banner Location Map





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: 16 September 2026

SUBJECT: City of Dardenne Prairie Ad Valorem Tax Rate

Executive Summary:

This staff report is provided with regard to a proposed Ordinance to approve the property tax rate for the City in accordance with Statutory requirements.

Overview:

Annually, the City must set its property tax rate for both real and personal property within the city. The tax rate must be set annually by the end of September and only after publishing a notice and holding a public hearing.

The City's proposed property tax rate is \$0.0821 per \$100.00 of assessed valuation. This rate remains unchanged from prior year.

Total valuation of all property types increased by approximately \$20.5 million, largely driven by residential growth over the last year.

Financial Impacts:

The City's projected property tax collected for tax year 2026 is \$421,843, which is an increase of 3.2% over current year, or \$13,566

Staff Recommendations:

Staff recommends that the Board of Aldermen approve both readings of the included Ordinance so that the City may meet statutory filing deadlines.

Respectfully,

A handwritten signature in blue ink, appearing to read "Kyle Michel". The signature is fluid and cursive, with the first name "Kyle" and last name "Michel" clearly distinguishable.

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

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE,
MISSOURI, ESTABLISHING THE AD VALOREM TAXES
FOR ALL REAL & TANGIBLE PERSONAL PROPERTY
WITHIN THE CITY OF DARDENNE PRAIRIE FOR THE
PERIOD OF JANUARY 1, 2026, TO DECEMBER 31, 2026**

WHEREAS, the City of Dardenne Prairie, Missouri (the "City"), has calculated its General Fund property tax rates in accordance with the Missouri State Auditor's Office instructions; and

WHEREAS, upon proper notice and pursuant to § 67.110, RSMo., a public hearing was held for the proposed rates of taxes and all interested persons were given an opportunity to be heard.

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

SECTION 1. Tax Levy. That there shall be levied and collected in the manner prescribed by law, the following taxes on Real Estate and Personal Property for the year 2026 of 0.0821 Dollars per One Hundred Dollars (\$100.00) of assessed valuation broken down as follows:

Real Estate (Residential):	\$ 425,324,517
Real Estate (Commercial):	\$ 32,768,692
Real Estate (Agricultural):	\$ 73,254
Personal Property:	\$ 67,219,476
<u>Railroad & Utilities:</u>	
State Assessed Real:	\$ 4,347,810
State Assessed Personal:	\$ 461,568
Local Assessed Real:	\$ 959
Local Assessed Personal:	\$ 179,459

Total: \$ 530,375,735

SECTION 2. Delinquent Payment Policy.

(a) That there shall be collected on all delinquent real estate taxes in addition to the amount of delinquent tax, a penalty of two percent (2%) per month from the time such taxes become delinquent, not to exceed eighteen percent (18%) per year.

(b) That all lands and lots, on which said taxes are delinquent and unpaid, are subject to sale to discharge the lien for the delinquent and unpaid taxes, according to the practice and procedure set out in Chapter 140, RSMo., as amended.

(c) That in any suit brought by the City to recover said delinquent taxes

and penalties, a fee in the amount of ten percent (10%) of the taxes due, but in no event less than five dollars, shall be allowed the attorney for the City.

SECTION 3. Tax Rate Ceiling. The Board of Aldermen hereby determines and declares that the City General Fund tax rate ceiling under Sections 137.073.5 and 137.073.6(2), RSMo., as amended, to be \$0.2500 for each One Hundred Dollars (\$100.00) assessed valuation.

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

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

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

Read the first (1st) time this _____ day of _____, 2026.

Mayor

Attest: _____
City Clerk

Read the second (2nd) time and passed this _____ day of _____, 2026.

Mayor

Attest: _____
City Clerk

Certification of the St. Charles County property tax rolls after BOE

CITY OF DARDENNE PRAIRIE

2026 Assessed Value

Classification of Property

Personal Property:

\$67,219,476

Total for Personal Property

\$67,219,476

Real Estate:

Agricultural

\$73,254

Residential

\$425,324,517

Commercial

\$32,768,692

Subtotal Real Estate

\$458,166,463

Total for Real Estate

\$458,166,463

Locally Assessed Utilities:

Real Estate:

Agricultural

\$0

Residential

\$0

Commercial

\$0

Construction Work in Progress

\$959

Subtotal Real Estate

\$959

Personal Property:

\$178,959

Construction Work in Progress:

\$500

Subtotal Personal Property

\$179,459

Total for Locally Assessed Utilities

\$180,418

GRAND TOTAL:

\$525,566,357

New Construction Real Estate

\$12,270,879

New Construction Locally Assessed Utility-Real Estate

\$0

New Construction Personal Property

\$4,252,465

New Construction Locally Assessed Utility-Personal Property

\$0

Annexation (combined)

\$0

De-Annexation (combined)

\$0

16,523,344

State Assessed Real Property

\$ 4,347,810

State Assessed Personal Property

\$461,568

Total Certified Value After Board of Equalization (BOE)

\$530,375,735

*New Construction for Personal Property and Locally Assessed Utilities-Personal Property are based on an increase in the files from July 1, 2025 through July 1, 2026.

Respectfully submitted,

Peggy Stiens

Peggy Stiens

Certification of the St. Charles County property tax rolls July 1, 2026

CITY OF DARDENNE PRAIRIE

	<u>2026 Assessed Value</u>
<u>Classification of Property</u>	
Personal Property:	
	<u>\$66,455,061</u>
Total for Personal Property	<u>\$66,455,061</u>
Real Estate:	
Agricultural	<u>\$73,254</u>
Residential	<u>\$425,330,999</u>
Commercial	<u>\$32,768,692</u>
Subtotal Real Estate	<u>\$458,172,945</u>
Total for Real Estate	<u>\$458,172,945</u>
Locally Assessed Utilities:	
Real Estate:	
Agricultural	<u>\$0</u>
Residential	<u>\$0</u>
Commercial	<u>\$0</u>
Construction Work in Progress	<u>\$959</u>
Subtotal Real Estate	<u>\$959</u>
Personal Property:	<u>\$178,959</u>
Construction Work in Progress:	<u>\$500</u>
Subtotal Personal Property	<u>\$179,459</u>
Total for Locally Assessed Utilities	<u>\$180,418</u>
GRAND TOTAL:	<u>\$524,808,424</u>
New Construction Real Estate	<u>\$12,270,879</u>
New Construction Locally Assessed Utility-Real Estate	<u>\$0</u>
New Construction Personal Property	<u>\$4,252,465</u>
New Construction Locally Assessed Utility-Personal Property	<u>\$0</u>
Annexation (combined)	<u>\$0</u>
De-Annexation (combined)	<u>\$0</u>

*New Construction for Personal Property and Locally Assessed Utilities-Personal Property are based on an increase in the files from July 1, 2025 through July 1, 2026.

Respectfully submitted,



Travis Welge,



Scott Fitzpatrick
Missouri State Auditor

MEMORANDUM

August 28, 2026

TO: 09-092-0015 City of Dardenne Prairie

RE: Setting of 2026 Property Tax Rates

The following are the tax rate computational forms that have been reviewed. Please follow the steps below to complete the process of setting your 2026 Property Tax Rate(s).

1. **Lines G - BB on the Summary Page should be completed** to show the actual tax rate(s) to levy.
2. Please **sign and date the Summary Page**.
3. Please **submit the finalized tax rate forms ready for certification to the County Clerk of each county** that your political subdivision resides in. The County Clerk must also sign the Summary Page and indicate the proposed tax rate to be entered on the tax books before submitting rate(s) to the State Auditor's Office for final review and certification.

If the attached calculation differs from the questionnaire submitted for review, please review the following line items for the reason(s) for the difference.

- **Form A, Line 2b - New Construction & Improvements - Personal Property**

Section 137.073.4, RSMo, states that the aggregate increase in valuation of personal property for the current year over that of the previous year is the equivalent of the new construction and improvements factor for personal property.

- **Form A, Line 5 - Prior Year Assessed Valuation**

If the 2026 questionnaire has a different amount on Form A, Line 5 than was previously submitted, we had to revise the 2025 calculation for this change. The revised 2025 tax rate ceiling is listed on the 2026 Summary Page, Line A. Your primary County Clerk should forward a copy of the revised 2025 calculation; please keep this form for your files.

- **(SCHOOL DISTRICTS ONLY) Form A, Line 14**

We revised the information the school district submitted on Line 14 to the amount computed by the Department of Elementary and Secondary Education (DESE).

If you have any questions about the enclosed forms, please contact the local government section at (573-751-4213.)

**PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED****8/28/2026****Summary Page****(2026)****For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property**

City of Dardenne Prairie

09-092-0015

General Revenue

Name of Political Subdivision

Political Subdivision Code

Purpose of Levy

The final version of this form MUST be sent to the county clerk.

The information to complete the Summary Page is available from prior year forms, computed on the attached forms, or computed on this page. Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

**For Political
Subdivision Use
in Calculating
its Tax Rate**

A. **Prior year tax rate ceiling** as defined in Chapter 137, RSMo, revised if the prior year data changed or a voluntary reduction was taken in a non-reassessment year (Prior year Summary Page, Line F minus Line H in odd numbered year or prior year Summary Page, Line F in even numbered year)

0.0821

B. **Current year rate computed** pursuant to Article X, Section 22, of the Missouri Constitution and Section 137.073, RSMo, if no voter approved increase (Form A, Line 18)

0.0821

C. **Amount of rate increase authorized by voters for current year**
if same purpose. (Form B, Line 7)

D. **Rate to compare to maximum authorized levy to determine tax rate ceiling**
(Line B if no election, otherwise Line C)

0.0821

E. **Maximum authorized levy** the most recent voter approved rate

0.2500

F. **Current year tax rate ceiling** maximum legal rate to comply with Missouri laws
Political subdivisions tax rate (Lower of Line D or E)

0.0821

G1. **Less required sales tax reduction** taken from tax rate ceiling (Line F), if applicable

0.00

G2. **Less 20% required reduction 1st class charter county political subdivision NOT submitting an estimated non-binding tax rate to the county(ies)** taken from tax rate ceiling (Line F)

0.00

H. **Less voluntary reduction by political subdivision** taken from the tax rate ceiling (Line F)

WARNING: A voluntary reduction taken in an even numbered year will lower the tax rate ceiling for the following year.

0.00

I. **Plus allowable recoupment rate** added to tax rate ceiling (Line F) If applicable, attach Form G or H.

0.00

J. **Tax rate to be levied** (Line F - Line G1 - Line G2 - Line H + Line I)

0.0821

AA. **Rate to be levied for debt service**, if applicable (Form C, Line 10)

0.00

BB. **Additional special purpose rate authorized by voters** after the prior year tax rates were set. (Form B, Line 7 if a different purpose)

0.00

Certification

I, the undersigned, City Administrator (Office) of Dardenne Prairie (Political Subdivision)
levying a rate in St. Charles (County(ies)) do hereby certify that the data set forth above and on the
accompanying forms is true and accurate to the best of my knowledge and belief.

Please complete Line G through BB, sign this form, and return to the county clerk(s) for final certification.

09-16-26

(Date)

Kyle Michel

(Signature)

(Print Name)

636-755-5303

(Telephone)

Proposed rate to be entered on tax books by county clerk**based on certification from the political subdivision: Lines****J****AA****BB**

Section 137.073.7 RSMo, states that no tax rate shall be extended on the tax rolls by the county clerk unless the political subdivision has complied with the foregoing provisions of this section.

(Date)

(County Clerk's Signature)

(County)

(Telephone)



Form A

(2026)

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Dardenne Prairie

09-092-0015

General Revenue

Name of Political Subdivision

Political Subdivision Code

Purpose of Levy

The final version of this form MUST be sent to the county clerk.

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

1. (2026) Current year assessed valuation

Include the current state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.

(a)	<u>462,515,232</u>	+	(b)	<u>67,860,503</u>	=	<u>530,375,735</u>
	(Real Estate)			(Personal Property)		(Total)

2. Assessed valuation of new construction & improvements

2(a) - Obtained from the county clerk or county assessor

2(b) - increase in personal property, use the formula listed under Line 2(b)

(a)	<u>12,270,879</u>	+	(b)	<u>4,288,797</u>	=	<u>16,559,676</u>
	(Real Estate)			Line 1(b) - 3(b) - 5(b) + 6(b) + 7(b)		(Total)
				If Line 2b is negative, enter zero		

3. Assessed value of newly added territory

obtained from the county clerk or county assessor

(a)	<u>0</u>	+	(b)	<u>0</u>	=	<u>0</u>
	(Real Estate)			(Personal Property)		(Total)

4. Adjusted current year assessed valuation

(Line 1 total - Line 2 total - Line 3 total)

513,816,059**5. (2025) Prior year assessed valuation**

Include prior year state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.

NOTE: If this is different than the amount on the prior year Form A, Line 1, then revise the prior year tax rate form to recalculate the prior year tax rate ceiling. Enter the revised prior year tax rate ceiling on this year's Summary Page, Line A.

(a)	<u>446,244,104</u>	+	(b)	<u>63,571,706</u>	=	<u>509,815,810</u>
	(Real Estate)			(Personal Property)		(Total)

6. Assessed value of newly separated territory

obtained from the county clerk or county assessor

(a)	<u>0</u>	+	(b)	<u>0</u>	=	<u>0</u>
	(Real Estate)			(Personal Property)		(Total)

7. Assessed value of property locally assessed in prior year, but state assessed in current year

obtained from the county clerk or county assessor

(a)	<u>298,079</u>	+	(b)	<u>0</u>	=	<u>298,079</u>
	(Real Estate)			(Personal Property)		(Total)

8. Adjusted prior year assessed valuation

(Line 5 total - Line 6 total - Line 7 total)

509,517,731

**PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED****8/28/2026****Form A****(2026)****For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property**

City of Dardenne Prairie

09-092-0015

General Revenue

Name of Political Subdivision

Political Subdivision Code

Purpose of Levy

The final version of this form MUST be sent to the county clerk.

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

For Political
Subdivision Use in
Calculating its Tax
Rate

9. Percentage increase in adjusted valuation of existing property in the current year over the prior year's assessed valuation

(Line 4 - Line 8 / Line 8 x 100)

0.8436%

10. Increase in Consumer Price Index (CPI)

certified by the State Tax Commission

2.7000%

11. Adjusted prior year assessed valuation

(Line 8)

509,517,731

12. (2025) Tax rate ceiling from prior year

(Summary Page, Line A)

0.0821

13. Maximum prior year adjusted revenue

from property that existed in both years (Line 11 x Line 12 / 100)

418,314

14. Permitted reassessment revenue growth

The percentage entered on Line 14 should be the lower of the actual growth (Line 9), the CPI (Line 10) or 5%. A negative figure on Line 9 is treated as a 0 for Line 14 purposes. Do not enter less than 0 or more than 5%.

0.8436%

15. Additional revenue permitted

(Line 13 x Line 14)

3,529

16. Total revenue permitted in current year *

from property that existed in both years (Line 13 + Line 15)

421,843

17. Adjusted current year assessed valuation (Line 4)

513,816,059

18. Maximum tax rate permitted by Article X, Section 22, and Section 137.073, RSMo

(Line 16 / Line 17 x 100)

Round a fraction to the nearest one/one hundredth of a cent.

Enter this rate on the Summary Page, Line B

0.0821

* To compute the total property tax revenues billed for the current year (including revenues from all new construction and improvements and annexed property), multiply Line 1 by the rate on Line 18 and divide by 100. The property tax revenues billed would be used in estimating budgeted revenues.



PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

8/28/2026

Informational Data

(2026)

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Dardenne Prairie

09-092-0015

General Revenue

Name of Political Subdivision

Political Subdivision Code

Purpose of Levy

This page shows the information that would have been on the line items for the Summary Page, Form A, and/or Form B had no voluntary reduction(s) been taken in prior even numbered year(s). The information on this page should not be used in the current year unless the taxing authority wishes to reverse any voluntary reduction(s) taken in prior even numbered year(s) and follows the following steps in an even numbered year.

Based on Prior
Year Tax Rate
Ceiling as if No
Voluntary
Reductions
were Taken

Step 1 The governing body should hold a public hearing and adopt a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate.

Step 2 Submit a copy of the resolution, policy statement, or ordinance to the State Auditor's Office for review.

Informational Summary Page

A. Prior year tax rate ceiling (Prior year Informational Summary Page, Line F)	0.0962
B. Current year rate computed (Informational Form A, Line 18 below)	0.0962
C. Amount of increase authorized by voters for current year (Informational Form B, Line 7 below)	
D. Rate to compare to maximum authorized levy (Line B if no election, otherwise Line C)	0.0962
E. Maximum authorized levy most recent voter approved rate	0.2500
F. Tax rate ceiling if no voluntary reductions were taken in a prior even numbered year (Lower of Line D or E)	0.0962

Informational Form A

9. Percentage increase in adjusted valuation (Form A, Line 4 - Line 8 / Line 8 x 100)	0.8436%
10. Increase in Consumer Price Index (CPI) certified by the State Tax Commission	2.7000%
11. Adjusted prior year assessed valuation (Form A, Line 8)	509,517,731
12. (2025) Tax rate ceiling from prior year (Informational Summary Page, Line A from above)	0.0962
13. Maximum prior year adjusted revenue from property that existed in both years (Line 11 x Line 12 / 100)	490,156
14. Permitted reassessment revenue growth The percentage entered on Line 14 should be the lower of the actual growth (Line 9), the CPI (Line 10), or 5%. A negative figure on Line 9 is treated as a 0 for Line 14 purposes. Do not enter less than 0, nor more than 5%.	0.8436%
15. Additional reassessment revenue permitted (Line 13 x Line 14)	4,135
16. Total revenue permitted in current year from property that existed in both years (Line 13 + Line 15)	494,291
17. Adjusted current year assessed valuation (Form A, Line 4)	513,816,059
18. Maximum tax rate permitted by Article X, Section 22, and Section 137.073, RSMo , if no voluntary reduction was taken (Line 16 / Line 17 x 100)	0.0962

Informational Form B

6. Prior year tax rate ceiling to apply voter approved increase to (Informational Summary Page, Line A if increase to an existing rate, otherwise 0)	
7. Voter approved increased tax rate to adjust (If an "increase of/by" ballot, Form B, Line 5a + Line 6, if an "increase to" ballot, Form B, Line 5b)	

RBA FORM (OFFICE USE ONLY)

MEETING DATE:

Regular (☒) Work Session ()

ATTACHMENT: YES (☒) NO ()

Contract () Ordinance (☒) Other ()

Request for Board Action

By: Kyle Roettger

- **Description:**

The project consists of the removal and replacement of deteriorated concrete street slabs, sidewalks, curb, and related concrete improvements at various locations throughout the city. Work includes approximately 31,104 square feet of concrete street pavement, 1,164 square feet of sidewalk, 121 square feet of ADA curb ramp/inlet pad improvements, 68 linear feet of vertical curb, and associated excavation, aggregate base restoration, traffic control, and incidental work necessary to complete the project.

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

- **Summary/Explanation:**

As part of the 2026 Budget, the Board of Aldermen approved funding for the City's Concrete Slab Replacement Program. The proposed work will address street slab and sidewalk deficiencies that were previously identified and documented during the City's 2025 evaluation and from the residents' concerns.

Public Works reviewed the previously identified locations to develop the 2026 project scope. In several subdivisions, the original 2025 list identified only sidewalk repairs or relatively small quantities of work. Public Works further evaluated the streets within those subdivisions and identified additional deteriorated concrete street slabs appropriate for replacement. These locations were incorporated into the project to address additional pavement needs while providing a more substantial quantity of work within each subdivision and making contractor mobilization to those areas more cost-effective. The project will address documented infrastructure deficiencies while maximizing the use of the funds approved by the Board of Aldermen for the 2026 Concrete Slab Replacement Program.

The City advertised the 2026 Concrete Street Slab, Sidewalk & Curb Replacement Program RFP on July 31, 2026, with sealed proposals due on August 26, 2026. In addition to the public advertisement, the bid packet was distributed directly to six contractors to encourage competitive participation. The City received a total of three proposals.

Following review of the proposals received, AMCON Municipal Concrete submitted the lowest bid in the amount of \$408,748. Staff recommends awarding the 2026 Concrete Street Slab, Sidewalk & Curb Replacement Program to AMCON Municipal Concrete.

-
- **Budget Impact:** \$408,748

RBA requested by: Kyle Roettger Date: 9-16-26

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE A PROFESSIONAL SERVICES CONTRACT BY AND BETWEEN THE CITY AND AMCON MUNICIPAL CONCRETE FOR THE 2026 CONCRETE STREET SLAB, SIDEWALK AND CURB REPLACEMENT PROGRAM.

WHEREAS, the City of Dardenne Prairie, Missouri has identified approximately 33,578 square feet of concrete street pavement replacement, approximately 1,224 square feet of sidewalk replacement and approximately 121 square feet of ADA curb ramp and inlet pad improvements, and approximately 67 linear feet of vertical curb replacement across multiple subdivision and location within the City; 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 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 Amcon Municipal Concrete 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 Amcon Municipal Concrete, for professional services related to the 2026 Concrete Street Slab, Sidewalk and Curb Replacement Program, 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, Amcon Municipal Concrete 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 Amcon Municipal Concrete, 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 - 40

ORDINANCE No. __

EXHIBIT A

DARDENNE



PRAIRIE

BID OPENING RECORD

Date	08/26/2026	Time	10:00 AM
Location	City of Dardenne Prairie City Hall	City Attendees	Kyle Roettger and Rose Maresca
RFP Name	Concrete Street Slab, Sidewalk, and Curb Replacement Program		

Bid Responses

#	Company Name	Total Bid Price	Notes / Detail
1	Amcon Municipal Concrete	\$408,748.00	
2	M&H Concrete Contractors	\$598,499.50	
3	Lamke Trenching & Excavating	\$795,089.20	
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.

BID FORM

The following bid price includes all materials, labor, equipment, and mobilization costs for the work described herein to complete the project.

Project: RFP No. PW-2026-01

Item No.	Description	Unit	Approx. Unit Qty.	Unit Price	Unit Total
1.	Bond and Mobilization	LS	1	5,000 ⁰⁰	5,000 ⁰⁰
2.	Concrete Street Pavement 6- inch thickness	SF	33,578	11 ⁰⁰	369,358 ⁰⁰
3.	Concrete Sidewalk 4-inch thickness	SF	1,224	20 ⁰⁰	24,480 ⁰⁰
4.	ADA-Curb Ramp / Inlet Pad / Curb	SF	121	50 ⁰⁰	6,050 ⁰⁰
5.	Vertical Curb	LF	68	20 ⁰⁰	1,360 ⁰⁰
6.	Over-Excavation /Aggregate Backfill	CY	100	25 ⁰⁰	2,500 ⁰⁰

TOTAL BID: \$ 408,748⁰⁰

TOTAL BID IN

WORDS: Four Hundred Eight Thousand, Seven Hundred Forty Eight Dollars

ADDENDA: No. _____/Date; _____ No. _____/Date _____

BIDDING

COMPANY Ameen Municipal Concrete, LLC

ADDRESS 850 Lonestar Dr.

CITY O'Fallon, STATE MO
ZIP 63366

PHONE 636-379-9396 EMAIL ameen.concrete@yahoo.com

Paul J. Amelung
Paul J. Amelung - Member 8/26/2026
REPRESENTATIVE SIGNATURE DATE

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 it to City Hall, 2032 Hanley Road, Dardenne Prairie, Missouri 63368, by 10:00a.m. on August 26, 2026, in a sealed envelope marked "2026 Concrete Street Slab, Sidewalk, and Curb Replacement Program-RFP No.PW-2026-01". Incomplete or late bids 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

Paul J. Amelung Being first duly sworn, deposes and says that
he is

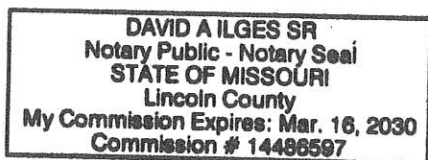
Member
(Title of Person Signing)

Of
Amecon Municipal Concrete, LLC
(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: Paul J. Amelung
By: _____
By: _____

David A. Ilges Sr.
Sworn to before me this 26th day of
August 2026



AFFIDAVIT OF OSHA TRAINING

(Name) Paul J. Ameloung as (Office
Held) Member

Of (Company Name/Contractor) Aman Municipal Concrete, LLC and first being duly sworn, on my oath, affirm in connection with the contracted services related to

2026 Concrete Street Slab, Sidewalk (Project Name) for the duration of the contract, as follows:

1. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the Project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, RSMo.
2. Contractor shall require its on-site employees to complete a construction safety program within (60) days after the date work on the Project commences, as required by Section 292.675, RSMo.
3. Contractor acknowledges and agrees that any of Contractor's employees found on the Project site without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the Project.
4. Contractor shall require all of its Subcontractors to comply with the requirements of Section 292.675, RSMo.
5. Contractor acknowledges that pursuant to Section 292.675, RSMo., Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Section 292.675, RSMo.
6. Contractor acknowledges that violations of Section 292.675, RSMo, and imposition of the penalties described therein shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

7. Contractor acknowledges that if the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo., has occurred and that a penalty shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.
FURTHER AFFIANT SAITH NOT.

IN AFFIRMATION THEREOF, the facts stated above are true and correct (the undersigned understands that false statements made in this filing are subject to the penalties provided in Section 575.040, RSMo.)

Amcon Municipal Concrete, LLC

(name of corporation)

By:

Paul J. Amelang

(Name of officer of corporation and title)

Paul J. Amelang, Member

ATTEST:

Secretary (or another officer)

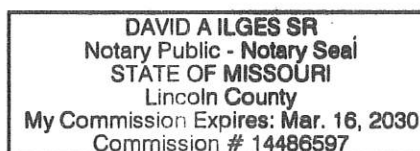
STATE OF MISSOURI)
COUNTY OF Lincoln)ss.

On this 26th day of August, 2026 before me appeared
Paul J. Amelang

To me personally known, who, being duly sworn by me, did say that he/she is the Member of Amcon Municipal Concrete, LLC, a Missouri Corporation, and that the seal affixed to the foregoing instrument is the seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors and 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, at my office in O'Fallon, Missouri, on the day and year first above written.

David A. Ilges Notary Public



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

Paul J. Amelong

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

1. My name is Paul J. Amelon and I am currently the
President-Member

Of Ameson Municipal Concrete, LLC (hereinafter "Contractor"),
whose

business address is

850 Lonestar Dr., O'Fallon, MO 63366,

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:

2026 Concrete Street Slab, Sidewalk & Curb

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

Paul J. Amelon

Print Name, Affiant

Subscribed and sworn to before me this 26th day of
August 2026.

My Commission Expires: March 16, 2030

David A. Ilges Sr.

Notary Public

PLEASE NOTE:

DAVID A ILGES SR
Notary Public - Notary Seal
STATE OF MISSOURI
Lincoln County
My Commission Expires: Mar. 16, 2030
Commission # 14486597

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.



Company ID Number: 395039

Approved by:

Employer Amcon Municipal Concrete, LLC	
Name (Please Type or Print) David A Ilges	Title
Signature Electronically Signed	Date 02/23/2011
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/23/2011



Company ID Number: 395039

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Amcon Municipal Concrete, LLC
Company Facility Address	850 Lone Star Dr. OFallon, MO 63366
Company Alternate Address	
County or Parish	SAINT CHARLES
Employer Identification Number	431928218
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)



Company ID Number: 395039



Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

MO 1



Company ID Number: 395039

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

Name David A Ilges
Phone Number 6363799396
Fax 6362403699
Email amconconcrete@yahoo.com

Name David Ilges
Phone Number 6363799396
Fax
Email davidilges@yahoo.com



Company ID Number: 395039



This list represents the first 20 Program Administrators listed for this company.

Amcon Municipal Concrete, LLC
850 Lone Star Dr.
O'fallon, MO 63366

PROJECTS COMPLETED IN THE LAST FIVE YEARS

When Completed	Project Name	Contract Amount	Project Owner's	Contact Person
9/1/2020	City of Chesterfield 2020 Selective Slab Replacement	577,516.65	City of Chesterfield, MO	Matt Dooley (636)537-4758
11/1/2020	City of Chesterfield 2020 Sidewalk Replacement	249,125.00	City of Chesterfield, MO	Matt Dooley (636)537-4758
6/1/2020	City of O'Fallon - Bryan Road Phase III	814,314.27	City of O'Fallon, MO	Tony Friedman (636)240-2000
6/1/2020	Missouri American Water - Highland Dr	78,523.00	Missouri American Water Comp.	Chris Lesch
11/5/2020	Missouri American Water - Hanley Industrial	306,855.00	Missouri American Water Comp.	Chris Lesch
11/6/2020	Missouri American Water - Bopp Lane	65,315.00	Missouri American Water Comp.	Chris Lesch
12/20/2020	2020 Concrete Repairs	78,000.00	City of Dardenne Prairie, MO	Luke Kehoe (636)978-6008
9/30/2021	City of Chesterfield 2021 Slab Replacment Area A	1,954,104.00	City of Chesterfield, MO	Matt Dooley (636)537-4758
10/2/2021	City of Creve Coeur 2021 Concrete Replacement	820,646.00	City of Creve Coeur	Kevin Milligan (314)442-2067
11/30/21&22	City of Lake St Louis Concrete Replacement	1,525,557.00	City of Lake St. Louis	Bob McSpadden
11/30/2022	City of St. Charles 2022 Concrete Replacement	1,087,664.00	City of St. Charles, MO	Tim Rohrbach
12/30/2022	St. Charles County - 2022 Concrete Replace A,D, &E	3,981,329	St, Charles County	Tom Reitz
6/1/2023	City of Chesterfield Sidewalk replacement	828,416.20	City of Chesterfield, MO	Trent Helland (636)537-4758
8/1/2023	City of Creve Coeur 2023 Concrete Replacement	1,270,443.00	City of Creve Coeur	Kevin Milligan (314)442-2067
8/1/2023	City of Lake St Louis Concrete Replacement	638,040.89	City of Lake St. Louis	Bob McSpadden
10/1/2023	City of Manchester - 2023 Concrete Street Replace	470,440.15	City of Manchester	David Pracht (636)227-1385
5/1/2023	Missouri American Water - Flanders Drive	674,900.00	Missouri American Water Comp.	Chris Lesch
7/1/2024	City of St. Charles 2024 concrete replacement	520,576.25	City of St. Charles, MO	Tim Rohrbach
6/15/2024	City of Des Peres - Tricorn Lane	239,967.76	City of Des Peres	Steve Meyer (314)835-6133
6/15/2024	City of Des Peres - Sidewalk replacement	142,043.00	City of Des Peres	Steve Meyer (314)835-6133
10/1/2024	St. Charles County - 2024 Concrete Area C	2,228,771.00	St. Charles County	Tom Reitz
10/1/2024	City of Manchester - 2024 Concrete Street Replace	944,221.21	City of Manchester	David Pracht (636)227-1385
10/1/2024	City of Chesterfield - 2024 Sidewalks A & B	593,140.00	City of Chesterfield, MO	Trent Helland (636)537-4758
11/1/2024	City of Chesterfield - 2024 Concrete Rep. Area B	1,978,578.00	City of Chesterfield, MO	Trent Helland (636)537-4758
6/1/2025	City of Maryland Heights - Colonial Drive Walk	217,682	City of Maryland Heights	Ethan Bialik (314)738-2252
10/1/2025	City of St Ann - St. Joachim Lane	2,127,990.00	City of St. Ann	Mark Payken (314)608-1850
11/1/2025	City of Manchester - 2025 Concrete Replacement	802,013.00	City of Manchester	David Pracht (636)227-1385
11/1/2025	City of Wentzville - 2025 Concrete Replacement	4,183,159.00	City of Wentzville	Steve Watson (636)327-5101



**850 Lone Star Dr.
O'Fallon, MO 63366**

**Phone (636) 379-9396
Fax (636) 240-3699**

September 8, 2026

Kyle Roettger

Public Works Supervisor

City of Dardenne Prairie

Kyle,

As per your email this morning please be advised of the following:

Jeff Amelong is the brother of the deceased owner of Amcon Municipal Concrete, LLC.

Jeff Amelong has not now, and has never had any ownership interest in Amcon Municipal Concrete, LLC.

Jeff Amelong is not entitled to any portion of the company's profits, distributions, or other financial benefit resulting from the company's operations.

Jeff Amelong has no role in the ownership, management, bidding, pricing, or decision making of Amcon Municipal Concrete, LLC.

Jeff Amelong did not participate in the preparation or submission of Amcon Municipal Concrete, LLC's bid for the City of Dardenne Prairie's Concrete Slab Replacement project.

If you have any further questions, please let me know.

A handwritten signature in black ink, appearing to read "Paul Amelong", is written over the printed name.

Paul Amelong

Amcon



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: 11 September 2026

SUBJECT: Barathaven Master Planning and Phase 1

Executive Summary:

This staff report is provided in connection with a proposed Ordinance authorizing a professional services agreement with SWT Design for planning, engineering, design, public engagement, and related services associated with improvements to Barathaven Park.

The proposed project represents a continuation of the City's longstanding planning and investment efforts at Barathaven Park and advances priorities previously identified through the City's parks and recreation planning, capital investments, and subsequent budget discussions. Most notably, the City's 2019 Parks and Recreation Master Plan identified a number of improvements and opportunities at Barathaven Park that remain relevant today and generally align with the improvements contemplated during development of the FY2026 budget.

Notably, this effort differs substantially from the 2019 Parks and Recreation Master Plan. The 2019 plan was a system-wide planning effort intended to evaluate the City's park properties collectively and establish broad priorities for the City's overall parks and recreation system. The proposed Barathaven Park project is intentionally more focused and implementation-oriented. Rather than beginning a new system-wide planning process, this effort will concentrate exclusively on Barathaven Park, build upon previous planning and investments, validate and refine previously identified priorities, and move those priorities toward design, funding, and construction.

The proposed engagement with SWT Design is intended to bridge the gap between planning and implementation. In addition to establishing a coordinated long-term plan for Barathaven Park, the project will identify actionable improvements, develop realistic costs and priorities, advance near-term projects into design and construction, and establish a capital improvement strategy for continued investment in this important regional park asset.

Overview:

Barathaven Park represents a significant recreational and natural resource for the City of Dardenne Prairie and the surrounding region. The park's lake, trail connections, open space, practice fields, and undeveloped areas provide opportunities to expand recreational offerings, improve public access,

enhance environmental conditions, and strengthen the park's role within the broader regional park and trail system. These regional ties include the Great River Greenway and Blueway as well as other regional connectivity plans with surrounding municipal and county parks, State owned conservation properties, and the City's own multimodal trail connectivity efforts currently underway across a number of road improvement projects.

I would again emphasize that the project before the Board is not the beginning of the City's planning for Barathaven Park. The City has previously evaluated the park and identified potential improvements through its parks and recreation planning efforts, including the 2019 Parks and Recreation Master Plan. Many of the improvements discussed during development of the FY2026 budget are consistent with or build upon recommendations and opportunities identified through that earlier planning work.

As part of the FY2026 budget, the City took the next step toward implementation by allocating approximately \$410,000 for improvements at Barathaven Park. Due to staffing transitions and delays in implementation of the FY2026 capital program, those improvements have not yet commenced. As a result, staff previously recommended reducing the current-year allocation by \$200,000 while preserving funding necessary to begin advancing priority improvements and the associated professional services.

Rather than proceeding immediately with individual improvements without the benefit of updated planning, engineering analysis, public engagement, or a coordinated implementation strategy, staff initiated a qualifications-based selection process to retain a multidisciplinary consultant capable of both advancing near-term improvements and developing a plan for future investment in the park.

Over approximately the last month and a half, the City solicited qualifications from firms capable of providing planning, landscape architecture, engineering, design, public engagement, and related professional services. Six firms submitted Statements of Qualifications. A staff evaluation committee independently reviewed and scored each submission. Following compilation of those scores, the two highest-ranked firms were invited to interview with the committee.

Following those interviews, the committee selected SWT Design as the highest-qualified firm based upon its understanding of the project and project area, relevant experience, familiarity with previous City projects, proposed team, technical approach, and ability to assist the City in moving from planning into implementation. Specifically, SWT Design assisted with previous design and planning work for Barathaven Park and was the lead designer for City Hall Park.

Proposed Scope of Work:

The initial engagement is anticipated to proceed along three interconnected tracks. These efforts are intended to allow the City to achieve near-term improvements while ensuring those investments fit within a coordinated long-term vision for Barathaven Park that accounts for constraints, opportunities, and needs.

1. FY2026 Implementation

The first component will identify and advance improvements that can reasonably be implemented during the remainder of FY2026. These are expected to focus on amenities with relatively short lead times and limited engineering or permitting requirements.

Potential improvements include an ADA-accessible fishing dock, lake aeration, a shelter or pavilion, trail or accessibility improvements, and other park amenities.

The specific improvements advanced during FY2026 will be determined in consultation with SWT Design based upon feasibility, available funding, procurement and construction timelines, permitting requirements, and the relationship of each improvement to the broader park plan. The objective is to make responsible use of available FY2026 funding without advancing improvements simply for the purpose of spending the remaining appropriation. Primary goal being to deliver known, planned, and desired improvements that require little to no engineering analysis prior to implementation.

2. Phase I Design and Implementation

The second component will establish and design a more substantial Phase I improvement program for implementation through the FY2027 capital budget.

The City has previously identified potential improvements including an open-air dog park and complementary recreational amenities within the practice-field portion of the park. These concepts should be viewed as priorities for further evaluation rather than predetermined final improvements. The practice-field largely exists within the floodway so more robust analysis and design is necessary to advance any improvements in this area of the park.

Over the coming months, SWT Design will assist the City with public, stakeholder, staff, and elected-official engagement; preliminary engineering and site analysis; cost estimating; and prioritization. That process will allow the City to determine which improvements provide the greatest public benefit and should be advanced as part of Phase I.

Staff currently anticipates recommending approximately \$410,000 in additional FY2027 capital improvements, subject to the results of this planning process and final Board consideration through adoption of the FY2027 budget. This number may increase based upon potential grant funding opportunities or desires of the Board to advance a larger number of improvements within any potential budgetary constraints of the City.

3. Comprehensive Barathaven Park Planning and Implementation

The third component will establish a comprehensive, implementation-focused planning document for continued investment in the entire Barathaven Park property.

This effort will build upon, not duplicate or replace, the City's previous planning work. The 2019 Parks and Recreation Master Plan was intentionally broad in scope and evaluated the City's park system as a whole. The current effort is notably different: it will focus exclusively on Barathaven Park and take the priorities, concepts, and investments developed through previous planning and subsequent City actions to a substantially greater level of detail.

The objective is to move from identifying what the City would like to accomplish at Barathaven Park to establishing how, when, and at what cost those improvements can actually be delivered. SWT Design will assist the City in validating previous recommendations against current conditions and community needs; completing necessary technical and engineering analysis; engaging residents, elected officials, staff, and other stakeholders; developing realistic cost estimates; identifying funding and partnership opportunities; and establishing a prioritized capital improvement program.

This work will also consider lake health and management, recreational programming opportunities, potential partnerships, staffing and operational needs, maintenance requirements, accessibility, environmental stewardship, and other factors necessary to ensure that future capital investments are sustainable and successful.

The intention and goal will be to have a comprehensive but succinct plan that the City can implement and use. Staff made it abundantly clear throughout the qualifications process that the intention is to have a useable product, not simply another plan to take up space on a shelf.

Importance of Barathaven Park

Barathaven Park is more than an individual neighborhood park. Its size, lake, trail connectivity (greenway and blueway), recreational facilities, natural resources, and relationship to the broader regional parks and greenway system make it an important recreational asset for Dardenne Prairie and the surrounding area.

Continued investment in Barathaven Park provides an opportunity to improve recreational access for residents while strengthening a regional asset that can support active recreation, passive recreation, environmental stewardship, community programming, trail connectivity, and quality of life.

The proposed project recognizes that importance by moving away from isolated improvements and toward a coordinated implementation strategy. Near-term projects will provide visible benefits to park users, while the broader planning effort will ensure that future investments complement one another, respond to community priorities, remain financially and operationally sustainable, and contribute toward a cohesive long-term vision for the park.

This park is important, should be viewed as important, and these proposed efforts help emphasize its importance to both our Community and the region as a whole.

Financial Impacts:

Funding is currently available within the FY2026 budget to begin advancing Barathaven Park improvements and associated professional services.

Staff anticipates utilizing approximately \$250,000 during the remainder of FY2026 for professional services and improvements that can reasonably be designed, procured, and implemented within the remaining fiscal year. Potential projects include an ADA-accessible fishing dock, lake aeration, trail or accessibility improvements, shelters or other amenities, and improvements supporting access to the practice-field portion of the park.

For FY2027, staff currently anticipates recommending approximately \$410,000 in additional capital funding for Barathaven Park, in alignment with previous planning discussions to advance a multi-year capital plan for the Park. The specific improvements proposed for that appropriation will be informed by the public engagement, engineering analysis, cost estimating, and prioritization work undertaken over the coming months and will remain subject to Board consideration through the FY2027 budget process and beyond.

As of the preparation of this report, the detailed scope and fee for SWT Design's planning, engineering, and design services remain under negotiation. The fee will be presented to the Board upon receipt and review.

Staff Recommendations:

Staff recommends approval of the proposed Ordinance authorizing an agreement with SWT Design.

Selection of SWT Design represents the next step in a competitive qualifications-based process and, more importantly, allows the City to continue the work begun through previous parks planning efforts and the FY2026 budget process. The proposed engagement will provide the professional expertise necessary to convert those previous concepts and priorities into an actionable, financially responsible, and community-supported implementation program for one of the City's most important regional recreational assets.

Timely authorization is particularly important because staff would like SWT Design to participate in Prairie Day. As the City's most heavily attended community event, Prairie Day provides an immediate opportunity to introduce the planning effort, engage park users and residents, and begin gathering community input regarding the future of Barathaven Park.

Staff therefore recommends approval of the first reading and, subject to completion of an acceptable scope and fee and any requirements of the proposed Ordinance, recommends consideration of final approval in a manner that allows SWT Design to begin public engagement at Prairie Day.

Respectfully,



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

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI,
AUTHORIZING THE CITY ADMINSTRATOR TO ACCEPT THE PROPOSAL FROM
SWT DESIGN, INC., FOR THE BARATHAVEN PARK MASTER PLAN,
ENGINEERING AND PHASE I IMPROVEMENTS AND MATTERS RELATED
THERETO**

WHEREAS, the Board of Aldermen of the City of Dardenne Prairie desires to accept the proposal for Professional Design Services from SWT Design, Inc., to provide plans for the Barathaven Park Master Plan, Engineering and Phase I Improvements;

WHEREAS, the City issued a Request for Qualifications for professional engineering services for the Project in accordance with applicable federal, state, and city ordinances consultant selection requirements; and

WHEREAS, the City received six proposals, following review, scoring, and interviewing of well qualified firms, SWT Design, Inc., was selected as the most qualified firm to provide professional engineering services for the Project; and

WHEREAS, SWT Design, Inc., has submitted a scope of services and fee proposal for professional services related to the Project; and

WHEREAS, City staff has reviewed the proposed scope of services and fee proposal and finds the same to be fair, reasonable, and in the best interest of the City; 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 SWT Design, Inc., for the Project.

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

SECTION 1. That the form, term, and provisions of the contract by and City of Dardenne Prairie, Missouri and SWT Design, Inc., for professional services related to the Barathaven Park Master Plan, Engineering and Phase I Improvements, attached hereto marked as **Exhibit "A"**, and incorporated by reference herein (the "Proposal"), 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 Proposal in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Proposal and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Proposal and this Ordinance.

SECTION 2. Notice to Proceed: Upon approval and passage of this Ordinance and the contract authorized herein, SWT Design, Inc is hereby formally authorized and directed to proceed with the performance of all services and obligations required under said proposal. This Ordinance shall constitute and serve as the City's formal Notice to Proceed to SWT Design, Inc, 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 - 41

ORDINANCE No. _____

ATTACHMENT “A”

SCOPE OF WORK AND SUPPLEMENTAL SERVICES

The proposed Scope of Work to be performed by SWT is as follows:

3.1 SCOPE OF WORK

Task I. Site Assessment and Project Management

This is our due diligence phase. We will confirm logistics for the planning and design process and evaluate the existing priorities for the park and how they fit into the property, surrounding context, and overall parks system. We will visit the site with staff and meet with key stakeholders, make field observations, and collect and synthesize all relevant information. Through this due diligence, we will build a clear understanding of the project process and communication, and a foundation from which we will develop an overall plan for the park improvements and priorities for implementation.

Task 1.1 Kickoff Meeting and Site Visit – The SWT Team and Client will meet to initiate the project and walk Barathaven Park. Work performed will include:

- Confirm project schedule, deliverables, and meetings.
- Confirm project base information for SWT Team developed master plan and 2026 improvements site plan. Coordinate additional documentation available from Client.
- Confirm engagement strategy and schedule including community, stakeholder and City Leadership
- Initial discussion of 2026 implementation project opportunities, schedule and budget alignment.
- Tour the park with staff to discuss site conditions, concerns, and develop an understanding of the park.

Task 1.2 Existing Conditions Assessment / Coordination - Evaluation of the site conditions will include:

- Review existing planning and improvement documentation relevant to Barathaven Park including 2019 Parks and Recreation Master Plan and Henning Road Improvements.
- Confirm and obtain park management and operations documentation for baseline understanding. This includes GRG and other lease agreements, site maintenance plan, lake maintenance plan, programming, previous reporting and testing of site conditions, etc.
- Inventory the park amenities, conditions, and site accessibility.
- Evaluate the identified priorities with the inventory and assessment documentation to refine priorities and identify additional considerations for future of Barathaven Park.
- Summarize findings in graphic and narrative documents as a basis for concept alternatives development.

Task 1.3 Stakeholder Meetings (virtual meetings) - Review the site assessment findings with key stakeholders to discuss the project and obtain their input on existing site conditions and park opportunities. Stakeholders include but are not limited to:

- *City of Dardenne Prairie Staff and Aldermen*
- *Great Rivers Greenway*
- *Missouri Department of Conservation (MDC)*
- *St. Charles Community College*
- *St. Charlese County Parks and Recreation Department*

Task 1.4 Intercept Event - SWT Design team will table at Prairie Day to inform attendees about the project and encourage participation in meetings and input opportunities. The existing park plan and project goals will be shared, and input opportunities will be provided at this event.

Task 1.5 Community Open House 01 – The initial Community Open House will follow initial project discussions and intercept event.

- The focus of this meeting would be to share an overview of the project process, inventory findings, and preliminary priority areas to obtain feedback on the existing park and their desires for improvements.
- An update on the 2026 implementation project can be provided to make the community aware of early action items.
- This meeting would be paired with online feedback opportunities for those unable to attend or looking to provide additional feedback following the meeting. SWT Team will provide information to Client for sharing on City website and social media.

Task 2. Concept Alternatives

This task focuses on combining the inventory findings, design team’s assessment, and input received in Task 1 to develop multiple concept alternatives for improvements to Barathaven Park. The concepts will focus on approaches to organizing and emphasizing priority improvement areas within the park. The concept packages will include plans for the park and associated inspiration images to convey the overall plan and visitor experience of each concept along with concept evaluation considerations such as relative construction costs, operations and maintenance needs, environmental considerations, and accessibility.

Task 2.1 Concept Alternatives - The SWT Team and Client will develop 2 -3 design concepts based on findings in Task 1 and collected base information. These concepts will be diagrammatic with supporting imagery. They will explore options for amenity locations and sizes to best meet the project goals, take advantage of park conditions, establish anticipated cost comparisons, and support efficient construction phasing. Core components for the concept alternatives include:

Task 2.1a: Barathaven Lake – Enhance long-term function, appearance, ecological health, and recreational value. Elements to include:

- *Water Quality* – Explore aeration, lake depth, lake edge, and point of source flow improvements.
- *Habitat and Recreation* – Consider structures, fishing access, kayak ramp, education and programs.
- *Accessibility*– Prioritize access, connectivity, use, comfort, and convenience of all in the park.

Task 2.1b: Practice Field Area – Concepts to explore opportunities for expansion of community recreation and maintain flexibility for future programs. Elements to include:

- *Off-leash Dog Park* – Explore size, locations, and style of amenity to best align with identified needs, environmental conditions, and overall programming of this area.
- *Open Air Pavilions* – Identify size, style, and locations along with access and utility services.
- *Prefabricated Vault Restroom* – Identify size, style, and location options to best support overall design, allow for utility and maintenance needs, and respond to environmental conditions.
- *Play Pocket Areas* – Explore layout and equipment options for unique play experience that accommodates all users and encourages interactive family play.
- *Athletic Field* – Options for flexibility in use and programming while responding to maintenance needs for year-round use and evolving community needs.

Task 2.1c: Circulation – Considerations for improved or expanded circulation within the park. Elements to include:

- *Pedestrian/Bicycle Circulation* – Improved connectivity and accessibility through improvements to existing trails and additional trail development to support programming and maintenance needs within the park.
- *Entries and Trailheads* – Identify locations for access from adjacent streets and development property.
- *Vehicular Circulation* – Explore the need for expanded vehicular access, circulation, and parking within the park to support concept programming.

Task 2.1d: Supporting Park Amenities – These park elements support user experience and reinforce an identity for the park. They are also critical items for long-term maintenance planning. Elements to include:

- *Site Furnishings* – Concepts to include approach to furnishings that align with system standards or establish a standard for Barathaven Park in response to unique character and conditions within the park.
- *Signage* – Identify types and locations for signage that aligns with City and GRG standards while reinforcing the identity of the park.
- *Lighting* – Explore options to improve safety and circulation within the park with consideration of surrounding property and environmental impacts.

Task 2.1e: Site Utilities – Concept designs will explore the following impacts on design and budget:

- *Opportunities to minimize utility costs.*
- *Service routes and connections.*
- *Additional service needs for park amenities.*

Task 2.1f Landscape - Concepts will explore landscape typologies within the park and how landscape can enhance the park experience while responding to natural conditions and maintenance requirements. Typologies include:

- *Lake and Riparian Landscape* – Enhance Barathaven Lake and along the Dardenne Creek corridor.
- *Athletic Fields / Turf* – High use program areas with multi-seasonal use and maintenance needs.
- *Native Landscapes* - Considerations for habitat and education along with maintenance needs.
- *Tree Planting* – Opportunities to establish tree planting for diversity and increased shade in key locations.
- *Trail Corridor* – Considerations for user experience and maintenance needs along trail corridors.

Task 2.2 Concept Alternatives Review - Following development of design concepts the SWT Team will meet with Client to review the designs for feedback and refinement prior to the public meetings. This review will confirm criteria that align with overall goals for the park to be shared in the public meeting. Concepts will be shared with Stakeholders as requested by Client prior to the public meeting.

Task 2.3 Community Open House 02 – The focus of this meeting would be to share project updates and obtain directed feedback.

- Concept Alternatives review feedback will focus on:
 - preferred alternatives or components of individual alternatives
 - aesthetic preferences for park amenities
 - Priorities for implementation
- An update on the 2026 implementation project progress can be provided.
- This meeting would be paired with online feedback opportunities for those unable to attend or looking to provide additional feedback following the meeting. SWT Team will provide information to Client for sharing on City website and social media.

Task 2.4 Concept Alternative Review and Consolidation – Following completion of Open House 02 and closing online feedback, the SWT Team will prepare a summary of feedback and a consolidated final plan alternative package. This summary will be reviewed with Client and updated to establish the final plan direction.

Task 2.5 – Phase One Improvements Confirmation – along with a consolidated final plan a Phase One improvements project scope and budget will be confirmed based on community priorities and Client review. The SWT Team will prepare a scope and fee proposal for the master plan Phase One design, permitting, bidding, and construction phase services at that time.

Task 3. Final Master Plan

Task 3.1 Final Report Document - The SWT Team will prepare a final submittal package containing a detailed site plan, key findings and input, and overall opinion of probable construction cost. A narrative summary of the planning process and final design along with concept imagery to reinforce the design vision.

Task 3.2 Plan Priorities, Timeline and Phase Budgets - The SWT Team will document development priorities and phase budgets with Client including the prioritized Phase One from Task 2. This documentation will be guided by available funding for phasing including city provided funding and outside funding including grants.

Task 3.3 Final Master Plan Presentation and Deliverable – The SWT Team will present the final master plan to the Board of Aldermen as a third public meeting. Following review and feedback from the Board and community, SWT will finalize the master plan document and submit one print copy and a digital PDF to the Client.

Task 4. 2026 Implementation Project

In parallel with the initial tasks of the park master plan, the SWT Team will work with the Client to identify and implement an initial improvement project at the park with a target completion date of 12/31/2026. This project will align with previously identified opportunities within the park and prioritize opportunities that will require minimal permitting, lead time, design, and bidding requirements to meet the desired timeline. Work includes:

Task 4.1 Project Identification – The SWT Team research project opportunities and work with the Client to identify improvements that allow for expedited design, procurement and installation.

Task 4.2 Project Procurement – The SWT Team will prepare necessary documentation and coordination to obtain quotes or bids for the project work and approval by Client to award a contract for construction. This process will prioritize options that can be completed under current city procurement contracts or through cooperative purchasing programs.

Task 4.3 Construction Phase Services - Following contract award, the SWT Team will assist Client in coordination of the construction process, and review of completed project. Construction phase services include:

- Site Observation - Attend a pre-construction meeting, participate in regular site observation visits, and prepare supplementary sketches and direction to resolve actual field conditions.
- Document Review - Review submittals, shop drawings, RFIs, testing, and pay applications and provide required responses and follow-up in coordination with Client.
- Punchlist and Closeout – The SWT Team will perform substantial completion and punchlist reviews and documentation and assist with project closeout tasks and procedures.



Barathaven Park: Master Plan, Engineering, & Phase I Improvements – Scope & Fee Proposal

September 10, 2026

TO: Kyle Michel
City Administrator
City of Dardenne Prairie, Missouri

ADDRESS: 2032 Hanley Road
Dardenne Prairie, Missouri 63368

FROM: Jay Wohlschlaeger, PLA, ASLA, Partner

ADDRESS: SWT Design
7722 Big Bend Blvd.
St. Louis, Missouri 63119

Dear Mr. Michel:

Thank you for giving SWT Design the opportunity to submit this agreement for professional design services ("Agreement") for the Barathaven Park: Master Plan, Engineering, and Phase I Improvements ("Project"). This letter shall act as an Agreement between SWT Design, Inc., hereinafter referred to as SWT, and The City of Dardenne Prairie, hereinafter referred to as Client for the following scope of work, as outlined herein.

Article 1: Effective Date

This agreement is made as of _____, 2026, between the Client and SWT as provided herein.

Article 2: Project

The City of Dardenne Prairie has selected SWT and its professional consultant team to provide design services to facilitate the 94-acre Barathaven Park master plan and 2026 park improvement project design documents, bidding, permitting, and construction phase services. The master plan will be completed by March 31, 2027, with a phase one implementation scope and budget to be provided for 2027 fiscal year budgeting by December 31, 2026. The 2026 park improvements project will be identified and completed by December 31, 2026.

This agreement includes the following assumptions to meet the desired project schedules and align professional design fees. Deviation from these assumptions may result in the need for additional fees to perform work:

- Total project budget for master plan and 2026 improvement project (design fees and construction) will not exceed \$250,000.00.
- 2026 improvement project work will be located outside the Dardenne Creek floodway
- 2026 improvement project work will not impact any existing wetland or detention basin
- 2026 improvement project work will not require discrete Ras Modeling to support No-Rise Certification

The park master plan will include the following focus areas, but does not exclude recommendations that address additional items or locations within the park property:

- Improvement Area 1 - Barathaven Lake
- Improvement Area 2 – Practice Field Area
- Improvement Area 3 – Trail System
- Improvement Area 4 – Park Amenities at the Practice Field Area

Following confirmation of 2027 Phase I improvements scope and budget, SWT Design will provide a contract amendment for design, permitting, bidding, and construction phase services to implement the project.

Consultant team who will provide services included in this proposal include the following:

- SWT Design – Prime Consultant, Project Management, Engagement, Landscape Architecture
- Intuition & Logic – Civil Engineering, Hydrology, Permitting

Additional consultants may be required for Phase I or specialty work in the master planning process. This may include survey, geotechnical engineering, bathymetric testing/survey, MEP, etc. Additional consultants and scope of work will be reviewed and approved by Client prior to engaging.

Reference Attachment “C” for the extents of the project site.

Article 3: Scope of Work

The scope of work to be provided by SWT under this Agreement is described in Attachment “A”.

ARTICLE 4: SCHEDULE AND COST OF WORK (BUDGET)

The Client has identified a total project budget of \$410,000.00 for Phase I. This budget includes design and construction costs.

SWT shall render its services as expeditiously as is consistent with professional skill and care. A specific project schedule is to be determined and mutually agreed upon as identified in the Scope of Work Attachment “A”. This project schedule will be prepared to meet the targeted planning and design timelines indicated by the Client. This schedule requires timely reviews and approvals of project design, SWT shall not be responsible for delays in approvals from the Client or Permitting Agencies.

The Client shall be notified in advance regarding the potential of actions that may result in changes to budget and/or schedule and thereby may incur additional services. The Client acknowledges that changes to the project schedule, budget or the project’s scope may require Additional Services of SWT. Additional Services will not be charged to Client without the Client’s approval in advance and in writing.

Article 5: Compensation and Payments

Compensation for this Agreement’s Scope of Work described in Article 3 is detailed in Attachment “B”.

SWT has the option to renegotiate fees if project initiation does not occur within 6 months of the effective date of this Agreement.

If through no fault of SWT the Scope of Work described in Article 3 has not been completed within the term indicated in the Schedule of Services agreed upon in Article 4 and/or an agreed upon modification to this schedule, the compensation for services rendered after that time period shall be renegotiated or shall be on the basis of the hourly rates provided in Attachment “B.”

Billing for SWT’s compensation will be invoiced monthly according to services performed. Payments are due and payable 30 days from the date of invoice. Invoices 45 days past due shall accrue 1.5% simple interest per month. Pursuant to Article 11, herein, at SWT’s option, past due payments may be grounds for suspension of services or termination of this Agreement.

ARTICLE 6: STANDARD OF CARE

SWT agrees to provide its professional services in accordance with generally accepted standards of its profession. SWT agrees to put forth reasonable efforts to comply with codes, laws and regulations in effect as of the date of this agreement.

ARTICLE 7: CLIENT'S RESPONSIBILITIES

The Client agrees to provide SWT with all information, surveys, reports and professional recommendations requested by SWT to provide its professional services. SWT may reasonably rely on the accuracy and completeness of these items. This agreement assumes that the following will be provided by the Client for the design teams use on the project:

- An accurate topographic and boundary survey of the project site and adjacent areas as required in a format that can be utilized with coordination and review with permitting agencies (i.e. utilities, USACE) and preparation of design plans.
- Design plans, specifications, and as-built information of previously constructed at Barathaven Park and Bluebird Meadow Park for the design teams reference.

The Client agrees to advise SWT of any known or suspected contaminants at the project site.

The Client will obtain and pay for all necessary permits from authorities having jurisdiction over the project. SWT will assist the Client with this obligation by completing and submitting appropriate paperwork and forms to governing authorities as identified in Attachment "A". Assistance with permitting not identified in Attachment "A" can be provided as an additional service for a negotiated compensation or on the basis of hourly rates provided in Attachment "B". SWT's assistance, however, shall not include creating additional or special documentation required by such authorities unless stated in Attachment "A".

The Client shall identify a representative authorized to act on the Client's behalf with respect to the Project. The Client agrees to provide the items described in this Article and to render decisions in a timely manner so as not to delay the orderly and sequential progress of SWT's services. Any such delays on behalf of the Client can result in changes to the Scope of Work, schedule, and/or budget, in which case, additional compensation shall be negotiated or shall be on the basis of the hourly rates provided in Attachment "B".

The Client acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Client incurring costs for SWT to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Client selects accelerated, phased or fast-track scheduling, the Client agrees to include in the budget for the Project sufficient contingencies to cover such costs.

Before executing the Contract for Construction, the Client shall coordinate SWT's duties and responsibilities set forth in the Contract for Construction with SWT's services set forth in this Agreement. The Client shall provide SWT a copy of the executed agreement between the Client and Contractor, including the General Conditions of the Contract for Construction.

ARTICLE 8: OWNERSHIP AND USE OF DOCUMENTS

SWT shall be deemed the author and owner of all deliverables provided to the Client, including but not limited to plans, drawings, specifications, construction documents, displays, graphic art, photographs, and other images and

devices in any medium, including electronic data or files, which are developed, created, or derived pursuant to this Agreement by SWT (collectively, the “Design Materials”).

Subject to payment by the Client of all Compensation owed to SWT, SWT grants to the Client an irrevocable, non-exclusive license to reproduce the Design Materials solely for the construction of the Project and for information and reference with respect to the use of the Project. Termination of this Agreement prior to the completion of the Project shall terminate this license; all Design Materials and copies thereof in the Client’s possession or control shall be returned to SWT within 21 days of the notice of termination.

The Client, to the fullest extent permitted by law, shall indemnify and hold harmless SWT for costs, including legal fees and defense costs, liability or loss, which results from unauthorized modification of the Design Materials, if any, or the use of the Design Materials for any purpose other than the Project.

In the event this Agreement is terminated prior to the completion of the Project, SWT shall have no liability to the Client or to anyone claiming through the Client for any claims, liabilities, or damages resulting from the use, misuse, or modification of the Design Materials without SWT’s approval, and the Client agrees to indemnify and defend SWT against all such claims.

SWT reserves the right to include representations of the project in its promotional and professional materials.

ARTICLE 9: INSURANCE, INDEMNIFICATION, CONSEQUENTIAL DAMAGES

9.1 INSURANCE COVERAGE

Upon request and receipt of written acceptance of this contract, SWT will contact their insurance providers and authorize that Certificates of Insurance be sent to the Client.

SWT shall secure and maintain insurance coverage indicated as follows:

- Professional Liability
Each Claim/Aggregate \$2,000,000 / \$2,000,000
- Commercial General Liability
Occurrence \$1,000,000
Aggregate \$2,000,000
- Comprehensive Automobile Liability
Limit \$1,000,000
- Umbrella Liability
Occurrence/Aggregate \$2,000,000 / \$2,000,000
- Worker’s Compensation Statutory limits

9.2 INDEMNIFICATION

Client and SWT each agree to indemnify and hold harmless the other, and their respective officers, employees, and representatives, from and against liability for losses, damages, and expenses, including reasonable attorneys’ fees as are awarded according to applicable law, to the extent such losses, damages, or expenses are caused by the indemnifying party’s negligent acts, errors, or omissions. In the event losses, damages, or expenses are caused by

the joint or concurrent negligence of Client and SWT, they shall be borne by each party in proportion to its negligence.

Since it would be unfair for SWT to be exposed to liability for its failure to perform a service that the Client has either refused to authorize or has instructed SWT not to perform, the Client hereby waives all claims against SWT and agrees to defend, indemnify and hold SWT harmless from claims or liability for injury or loss allegedly arising from SWT's failure to perform a service that the Client has either refused to authorize or has instructed SWT not to perform.

9.3 CONSEQUENTIAL DAMAGES

Client and SWT waive all claims to consequential damages for any claims or disputes arising out of or relating to this agreement.

9.4 CLIENT'S COMMERCIAL GENERAL LIABILITY INSURANCE

Client agrees to name SWT as an additional insured on its Commercial General Liability (CGL) insurance policy(ies), if any, applicable to the Project and to provide SWT with a Certificate of Insurance evidencing compliance with this provision.

9.5 WAIVER OF SUBROGATION

To the extent damages are covered and paid by property insurance during construction, the Client and SWT waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages. Client and SWT, respectively, shall require of their contractors, consultants, agents and employees similar waivers in favor of the other parties enumerated herein.

9.6 HAZARDOUS MATERIALS WAIVER

Unless otherwise provided in the Agreement, SWT and SWT's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

ARTICLE 10: DISPUTE RESOLUTION

If a dispute arises out of or relates to this Agreement, the parties shall endeavor to resolve their differences first through direct discussions between the parties or their representatives who shall have authority to settle the dispute. If the dispute has not been settled within 14 days of the initial discussions, the parties shall submit the dispute to mediation in accordance with the next paragraph.

If the dispute is not settled pursuant to the above paragraph, before recourse to any other dispute resolution procedure, the parties shall endeavor to settle the dispute by mediation under the current Construction Industry Mediation Rules of the American Arbitration Association. The location of the mediation shall be the location of the Project unless the parties agree otherwise. A request for mediation may be filed with the American Arbitration Association or any other mediation service acceptable to both parties. The parties agree to conclude the mediation within 60 days of filing the request. Unless otherwise agreed, the cost of mediation shall be shared equally by the parties.

For any claim subject to, but not resolved by, mediation pursuant to the above paragraph, the method of binding dispute resolution shall be as follows:

(If the parties do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.)

☒ [X] Arbitration pursuant to the next paragraph of this Agreement

☐ [] Litigation in a court of competent jurisdiction

If the parties have selected arbitration above, claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. All arbitration hearings shall be conducted at the location of the Project unless the parties agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. Notice of the demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Unless otherwise agreed in writing, SWT agrees to continue to perform its services during any dispute resolution proceedings. If SWT continues to perform, the Client shall continue to make payments in accordance with this Agreement for amounts not in dispute.

Appropriate provisions for consolidation shall be included in other contracts relating to the Project so that all parties necessary to resolving a claim can be made parties to the same dispute resolution proceeding.

Nothing in these provisions shall limit rights or remedies not expressly waived under applicable lien laws.

ARTICLE 11: SUSPENSION/TERMINATION

This Agreement may be terminated by either party on seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, provided the defaulting party has not cured or in good faith diligently commenced to cure the breach during the 7-day notice period.

Client's failure to make payments to SWT in accordance with the provisions of this Agreement shall be deemed a substantial failure to perform and a cause for termination; however, in this circumstance SWT, at its option, may elect to suspend its services on seven (7) days' written notice to the Client. SWT shall have no liability to the Client for any delays caused by a suspension under this provision.

If the Client suspends SWT's services for any reason, SWT shall be compensated for all Services performed to that date, and SWT shall have no liability to the Client for any delays caused by the Client's decision to suspend the Services.

When suspended Services are resumed, SWT shall be compensated for expenses incurred due to the interruption and resumption of the Services, and the Compensation and the Schedule of Services for the Services remaining to be performed shall be equitably adjusted.

A suspension of Services by either party for more than thirty (30) days may, at SWT's option, be deemed grounds for termination of the Agreement.

If termination is not due to the fault of SWT, the Client shall pay, in addition to total Compensation due at the time of the termination, all actual costs and expenses reasonably incurred by SWT in connection with such termination. In addition, the Client shall comply and cooperate in accordance with the provisions of Article 8, Ownership of Documents.

The Client may terminate this Agreement for convenience and without cause with seven (7) days' written notice to the SWT providing, in addition to total Compensation, and compliance with the Ownership of Documents provisions indicated in Article 8, above, the Client pays to SWT an amount representing the anticipated profit on the Scope of Work not performed under this Agreement because of the Client's decision to terminate for its convenience.

ARTICLE 12: OTHER TERMS AND CONDITIONS

12.1 FORCE MAJEURE

Either party, as applicable, shall be relieved of its obligations hereunder in the event and to the extent that performance hereunder is delayed or prevented by any cause beyond its control and not caused by the party claiming relief hereunder, including, without limitation, acts of God, public enemies, war, insurrection, acts or orders of governmental authorities, fire, flood, explosion, or the recovery from such cause ("Force Majeure"). The parties agree to make all reasonable efforts to mitigate the delays and damages of Force Majeure.

12.2 ASSIGNMENT

Neither party can assign this Agreement without the other party's written permission.

12.3 THIRD PARTY RELATIONSHIPS

Nothing in this agreement is intended to create a contractual relationship for the benefit of any third party. There are no intended beneficiaries of this agreement except SWT and the Client.

12.4 SEVERABILITY

In the event that any term or provision of this agreement is found to be void, invalid or unenforceable for any reason, that term or provision shall be deemed to be stricken from this agreement, and the balance of this agreement shall survive and remain enforceable.

12.5 GOVERNING LAW

This Agreement is governed by the law of the state of Missouri.

12.6 COMPLETE AGREEMENT

This Agreement represents the entire understanding between the Client and SWT and supersedes all prior negotiations, representations, or agreements, whether written or oral with respect to its subject matter. The person(s) signing this Agreement on behalf of the parties hereby individually warrant that they have full legal power to execute this Agreement on behalf of the respective parties and to bind and obligate the parties with respect to all provisions contained herein. This Agreement only may be amended in writing signed by both the Client and SWT.

ARTICLE 13: ATTACHMENTS

The following Attachments are incorporated in and made a part of this agreement:

- "A" Scope of Work
- "B" Compensation
- "C" Project Site

If the foregoing meets with your approval, please indicate this approval by signing the appropriate line below and returning one original for our files. If this agreement is not accepted within 30 days, the offer to perform the services described is withdrawn and shall be null and void.

Sincerely,

Jay Wohlschlaeger, PLA, ASLA, MPRA
SWT Design, Partner

Signature

Sept., 2026

Date

Client Authorization of **BASE SCOPE OF WORK** including expenses.

Printed Name

Authorizing Signature

Date



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: 9-10-2026

SUBJECT: Conditional Use Permit – The Velvet Paw

Summary:

A request for a Conditional Use Permit has been submitted by Robert Johnson and Kristy Distefano for a proposed business, The Velvet Paw, an appointment-based dog grooming salon.

The proposed location for the business is an existing commercial space at 1656 Bryan Road. The property is currently zoned C-2, General Commercial.

Under this request, the applicant is asking for a Conditional Use Permit pursuant to Section 405.190 - C (24) that would allow for any permissive or conditional use in the “C-1” District to be permitted under the Conditional Use Permit.

As it relates to the C-1 Local Commercial District, a pet grooming facility is anticipated as a conditional use under Section 405.180 - C (10)

The property in which this unit is situated currently contains other businesses operating under a conditional use permit, permissible under a conditional use permit, or otherwise requiring additional considerations by the Planning & Zoning Commission and the Board of Aldermen. Several of which would be permissible under a similar request, any permissive or conditional use in the “C-1” District. Specifically, the property in question houses:

- Massage parlors
- Hair salons (conditional use under C-1)
- Medical offices (conditional use under C-1)

Exhibit A: Property Location



Application Review:

The application for a Conditional Use Permit has been reviewed and found to be complete. The City has received all required fees and supporting documentation. Additionally, a hearing notice was published as required by law.

During review by the Planning & Zoning Commission, a question was raised regarding the requirement for a site plan to be included with the CUP application. Said requirement can be waived by the zoning administrator. I have waived this requirement as the proposed location for this business is an existing commercial building. A building permit site plan may be required based upon proposed efforts to remodel the interior of the building. However, this has no bearing on the CUP application and is not applicable until a building permit is applied for.

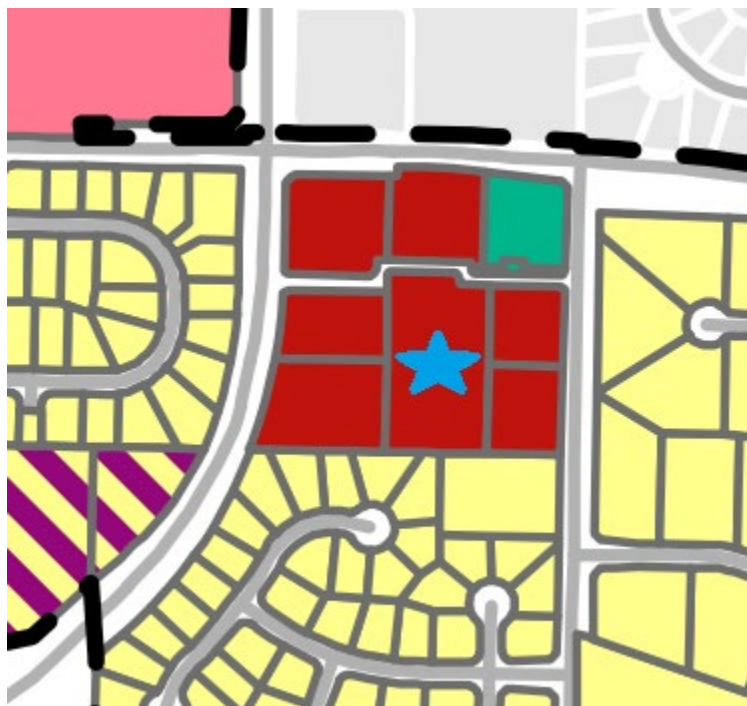
An additional question was raised regarding parking. There is no adverse parking impacts expected nor is additional parking and/or a traffic impact analysis appropriate or necessary as again, the building is a pre-existing commercial building with adequate parking facilities that are

managed via the leasing operations of the building's owner. Additionally, the application is for a by appointment only business. Per the applicant, they anticipate serving no more than three customers at a time that will be dropping off dogs and collecting dogs after services are complete.

Comprehensive Plan Compliance:

The Vision 2020 Comprehensive Plan and Future Land Use Map designate the subject property as commercial. The plan does not differentiate between types or levels of commercial in this instance. As the request is not to rezone the property, but to allow for uses not contemplated as permitted uses, the request is in keeping with the Future Land Use Map and the intent of the Vision 2020 Comprehensive Plan.

Exhibit B: Future Land Use Map



Staff Recommendations:

The Conditional Use Permit application appears to be complete, satisfies all applicable requirements of the City Code, and is consistent with the City's adopted planning documents, including the Vision 2020 Comprehensive Plan and Future Land Use Map. Based on the foregoing analysis, staff finds the request to be reasonable and appropriate and recommends approval of the Conditional Use Application as submitted.

Planning & Zoning Recommendations:

The Planning & Zoning Commission held the required public hearing on September 9th, 2026. After said hearing, the Commission reviewed the application and recommended approval of the application by unanimous vote. No conditions were contemplated, considered, or recommended with this application.

Respectfully,

A handwritten signature in blue ink, reading "Kyle Michel". The signature is fluid and cursive, with the first name "Kyle" and last name "Michel" clearly distinguishable.

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

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI,
APPROVING A CONDITIONAL USE PERMIT FOR A DOG GROOMING
SALON LOCATED AT 1656 BRYAN ROAD**

WHEREAS, on July 21, 2026, a Conditional Use Permit Application was submitted to the City of Dardenne Prairie, Missouri (the “City”), a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference (the “Application”), by The Velvet Paw LLC (the “Applicant”), requesting to use certain real property located at 1656 Bryan Road located in the City (the “Property”), and owned by GSR Ventures LLC (collectively, the “Owners”) to open and operate a Dog Grooming Salon; and

WHEREAS, the Property is zoned “C-2,” General Commercial District, pursuant to the Municipal Code of the City of Dardenne Prairie (the “Municipal Code”), under this request, the applicant is asking for a Conditional Use Permit pursuant to Section 405.190(C)(24) that would allow for any permissive of conditional use in the “C-1” District to be permitted under the Conditional Use Permit; and

WHEREAS, pursuant to Section 405.180(C)(10) of the Municipal Code, as it relates to C-1 Local Commercial District, a pet grooming facility is anticipated as a conditional use (the “Conditional Use”); and

WHEREAS, pursuant to Section 405.475 of the Municipal Code, the Planning and Zoning Commission and Board of Aldermen held public hearings on the Conditional Use Permit Application; and

WHEREAS, the Board of Aldermen considered the Application, the criteria provided in Section 405.475 of the Municipal Code, and the particular evidence presented at the public hearings before the Planning and Zoning Commission on September 9, 2026, and before the Board of Aldermen on September 16, 2026.

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

SECTION 1. 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.

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

SECTION 3. Severability Clause. If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every

BILL NO. 26 - 42

ORDINANCE NO. _____

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

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

Attest:

Mayor

City Clerk

Approved this day of 2026.

Mayor

Attest:

City Clerk

BILL NO. 26 - 42

ORDINANCE NO. _____

Exhibit A

DARDENNE



PRAIRIE

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

CONDITIONAL USE PERMIT APPLICATION

CITY OF DARDENNE PRAIRIE, MISSOURI

www.DardennePrairie.org

APPLICANT:

The Velvet Paw LLC.
Company Name

Rob Johnson / owner
Printed Name, Title

134 Liberty Valley Dr.
Street Address

Foristell, MO. 63348
City/State/Zip Code

636.466.7078 rvtpd3869@gmail
Telephone Email

OWNER:

G.S.R. Ventures LLC c/o Corporate Group, Inc.
Company Name

Kim York, agent for Landlord
Printed Name, Title

2500 S Old Hwy 94, Suite 200
Street Address

St. Charles, MO 63303
City/State/Zip Code

636-946-0761
Telephone Email

STREET ADDRESS OF CONDITIONAL USE: 1656 Bryan Rd.
O'Fallon, MO 63368

LEGAL DESCRIPTION OF PROPERTY: _____

EXISTING ZONING: C-2 PROPOSED ZONING: NO change to existing. center zoning (Rg)

PROPOSED USE & SCOPE OF WORK: Luxury one-on-one Dog
Grooming salon.

CONDITIONAL USE APPLICATION FEE SUBMITTED: paid

SITE PLAN REVIEW FEE SUBMITTED (if applicable): N/A

CONDITIONAL USE PERMIT APPLICATION

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

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

Please Note:

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

CONDITIONAL USE PERMIT APPLICATION

- Two (2) copies of a plot survey/sketch/site plan drawn to scale shall be prepared on sheet(s) not to exceed twenty-four (24) inches by thirty-six (36) inches and shall show the lot or lots included in the application; show all structures; give appropriate dimensions, utility easements and other information listed on this application. *Additional copies for distribution to Planning and Zoning Commission and Board of Aldermen members will be requested upon review.*
- Electronic and paper copy of legal description of the property. Electronic files may be sent via email to Planning@Dardenneprairie.org

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

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

 Applicant's Signature	<u>7-28-26</u> Date
 Owner's Signature	<u>8/4/26</u> Date

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

THE VELVET PAW

DOG GROOMING

CONDITIONAL USE PERMIT REQUEST

Request for a C-1 Conditional Use at Property Currently Zoned C-2 General Commercial

1656 Bryan Road
O'Fallon, Missouri 63368

July 25, 2026

To the Honorable Mayor and Members of the Board of Aldermen
City of Dardenne Prairie, Missouri

Re: Conditional Use Permit for The Velvet Paw - 1656 Bryan Road

Dear Mayor and Members of the Board of Aldermen:

We respectfully request approval of a Conditional Use Permit for The Velvet Paw, an appointment-based dog grooming salon proposed for the existing commercial space at 1656 Bryan Road.

The property is currently zoned C-2 General Commercial. The requested approval is to allow The Velvet Paw to operate as a C-1 conditional use in accordance with Section 405.190(C)(24). This request is for the specific pet-grooming use at this location and is not a request for unrestricted C-1 zoning or for approval of unrelated uses.

The Velvet Paw will be a professionally managed, low-impact neighborhood business. Grooming services will be performed indoors, customer visits will be scheduled primarily by appointment, and operations will occur during normal daytime business hours. Dogs will remain indoors except during controlled customer arrival and departure.

Why this conditional use is appropriate

- The business will occupy and improve an existing commercial storefront.
- Appointments will be spaced throughout the day, helping manage traffic and parking demand.
- All grooming and bathing activities will take place inside the premises.
- No outdoor kennels, overnight boarding, breeding, or animal sales are proposed.
- The business will provide a useful local service, support nearby businesses, and create local employment.
- The proposed storefront and interior buildout will be attractive, professional, and compatible with the surrounding commercial center.

We are committed to complying with all applicable building, health, sanitation, parking, signage, and operating requirements. We also welcome reasonable conditions that help ensure The Velvet Paw continues to be a responsible and positive neighbor.

The attached concept renderings illustrate our intended investment in the storefront and interior. They are provided for concept and presentation purposes only. Final buildout plans and finishes may differ based on permitting, engineering, landlord approval, product availability, and construction requirements.

Thank you for your time and consideration. We respectfully ask the Board of Aldermen to approve the C-1 conditional use for The Velvet Paw at the property currently zoned C-2 General Commercial.

Sincerely,

Robert Johnson & Kristy Distefano
Owners, The Velvet Paw



Concept Renderings Based on Actual Space

The Velvet Paw Dog Grooming — 1656 Bryan Road, O'Fallon, Missouri

1) Storefront Concept



2) Reception & Retail



3) Main Grooming Area



4) Photo Op Wall / Client Experience



5) Tub Room / Bathing Area



Renderings for concept only. Actual buildout designs may differ.

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI,
AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE A
DEPOSIT AGREEMENT GUARANTEEING LAND DISTURBANCE IMPROVEMENTS
WITH CASH BY AND BETWEEN THE CITY AND BRIDGEWATER COMMUNITIES,
GUARANTEEING THE CONSTRUCTION, INSTALLATION, AND COMPLETION OF
CERTAIN IMPROVEMENTS WITHIN THE VILLAGES AT DARDENNE PLACE,
PHASE 3**

WHEREAS, the Board of Alderman of the City of Dardenne Prairie, Missouri (the "City"), finds and determines that it is to the benefit of the City to enter into a Deposit Agreement Guaranteeing Improvements with Cash with Bridgewater Communities, guaranteeing the construction, installation, and completion of certain improvement associated with certain real property within the City known as Villas at Dardenne Place, Phase 3.

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

SECTION 1. That the form, term, and provisions of the Deposit Agreement Guaranteeing Improvements with Cash Deposit, by and City of Dardenne Prairie, Missouri and Bridgewater Communities, attached hereto, marked as **Exhibit "A"**, and incorporated by reference herein (the "Agreement"), be and they hereby are approved and the City Administrator is hereby authorized, empowered and directed to further negotiate, 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 such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Agreement and this Ordinance.

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

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

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

BILL No. 26 - 43

ORDINANCE No. _____

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

Mayor

Attest:

City Clerk

Approved this _____ day of _____, 2026.

Mayor

Attest:

City Clerk

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI,
AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE A
DEPOSIT AGREEMENT GUARANTEEING SITE PLAN IMPROVEMENTS WITH
CASH ESCROW BY AND BETWEEN THE CITY AND BRIDGEWATER
COMMUNITIES, GUARANTEEING THE CONSTRUCTION, INSTALLATION, AND
COMPLETION OF CERTAIN IMPROVEMENTS WITHIN THE VILLAGES AT
DARDENNE PLACE, PHASE 3**

WHEREAS, the Board of Alderman of the City of Dardenne Prairie, Missouri (the "City"), finds and determines that it is to the benefit of the City to enter into a Deposit Agreement Guaranteeing Site Plan Improvements with Cash with Bridgewater Communities, guaranteeing the construction, installation, and completion of certain improvement associated with certain real property within the City known as Villas at Dardenne Place, Phase 3.

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

SECTION 1. That the form, term, and provisions of the Deposit Agreement Guaranteeing Site Plan Improvements with Cash Deposit, by and City of Dardenne Prairie, Missouri and Bridgewater Communities, attached hereto, marked as **Exhibit "A"**, and incorporated by reference herein (the "Agreement"), be and they hereby are approved and the City Administrator is hereby authorized, empowered and directed to further negotiate, 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 such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Agreement and this Ordinance.

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

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

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

BILL No. 26 - 44

ORDINANCE No. _____

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

Mayor

Attest:

City Clerk

Approved this _____ day of _____, 2026.

Mayor

Attest:

City Clerk

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI,
AUTHORIZING THE APPROVAL OF AN PROFESSIONAL SERVICES
CONTRACT BY AND BETWEEN THE CITY AND OATES ASSOCIATES,
INC. FOR ENGINEERING SERVICES RELATED TO THE BATES ROAD
PHASE 1 IMPROVEMENTS - STBG-5407(622)**

WHEREAS, the City of Dardenne Prairie, Missouri, has undertaken a roadway improvement project known as the Bates Road Phase 1 Improvement Project, STBG-5407(622), generally located along Bates Road from South Outer Road 364 to Red Hawk Parkway; and

WHEREAS, the Project is anticipated to include resurfacing and multimodal improvements along approximately 7, 300 feet of Bates Road from South Outer Road 364 to Red Hawk Parkway and requires professional engineering services; and

WHEREAS, the Project is funded in part through federal Surface Transportation Block Grant funds administered through the East-West Gateway Council of Governments and the Missouri Department of Transportation Local Public Agency program, together with local and/or other matching funds; and

WHEREAS, the City issued a Request for Qualifications for professional engineering services for the Project in accordance with applicable federal, state, and MoDOT Local Public Agency consultant selection requirements; and

WHEREAS, following review and evaluation of the submitted Statements of Qualifications, Oates Associates, Inc., was selected as the most qualified firm to provide professional engineering services for the Project; and

WHEREAS, Oates Associates, Inc., has submitted a scope of services and fee proposal for professional engineering services related to the Project; and

WHEREAS, City staff has reviewed the proposed scope of services and fee proposal and finds the same to be fair, reasonable, and in the best interest of the City, subject to final contract review, MoDOT concurrence, and approval as required by the MoDOT Local Public Agency process; and

WHEREAS, the Board of Aldermen finds and determines that it is in the best interest of the citizens of Dardenne Prairie to authorize the City Administrator to negotiate and execute a professional services contract with Oates Associates, Inc., for the Project.

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

SECTION 1. That the form, term, and provisions of the contract by and City of Dardenne Prairie, Missouri and Oates Associates, Inc., for professional engineering services related to the Bates Road Phase 1 Improvement Project (STBG-5407(622)), 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, Oates Associates, Inc. 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 Oates Associates, Inc., 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. 26-37

ORDINANCE NO. _____

EXHIBIT A

SPONSOR: City of Dardenne Prairie

LOCATION: Bates Road from South Outer Road 364 to Red Hawk Parkway, Dardenne Prairie, Missouri

PROJECT: Bates Road (Phase 1) Improvements STBG-5407(622)

THIS CONTRACT is between City of Dardenne Prairie, Missouri, hereinafter referred to as the "Local Agency", and Oates Associates, Inc. located at 820 S. Main Street Suite 309, St. Charles, MO 63301 hereinafter referred to as the "Engineer".

INASMUCH as funds have been made available by the Federal Highway Administration through its Infrastructure Investment and Jobs Act (IIJA) Title 23 United States Code (USC) 133 via the STBG program, coordinated through the Missouri Department of Transportation, the Local Agency intends to construct improvements including resurfacing and buffered bicycle lanes along approximately 7,300 feet of Bates Road from South Outer Road 364 to Red Hawk Parkway and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning and design of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

ARTICLE I – SCOPE OF SERVICES

See Attachment A

ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

- A. DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0% of the total Agreement dollar value.
- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, 0% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL \$ VALUE OF THE DBE SUBCONTRACT	CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL	PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL
N/A	N/A	N/A	N/A	N/A

ARTICLE III-ADDITIONAL SERVICES

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the Local Agency;
- B. provide the Engineer with the Local Agency's requirements for the project;
- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);
- F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

ARTICLE V - PERIOD OF SERVICE

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

- A. PS&E Submittal to MODOT shall be completed on September 1, 2027.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

ARTICLE VI – STANDARDS

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT's Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

ARTICLE VII - COMPENSATION

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

- A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$23,261.94, with a ceiling established for said design services in the amount of \$187,124.40, which amount shall not be exceeded.
- B. The local agency shall perform construction inspection on the project.
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:
 - 1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
 - 2. An amount calculated at 70.79% of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
 - 3. An amount calculated at 80.72% of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
 - 4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
 - 5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.

- E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.
- H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of:

Sub-Consultant Name	Address	Services
N/A	N/A	N/A

ARTICLE X - PROFESSIONAL ENDORSEMENT

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

ARTICLE XI - RETENTION OF RECORDS

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

ARTICLE XII - OWNERSHIP OF DOCUMENTS

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT

- A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.
- B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall

be equitably adjusted upon resumption of performance of the services.

- C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.
- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.
- E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.
 - 1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
 - 2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.
 - 3. Any material contract breach by the Local Agency.

ARTICLE XIV - DECISIONS UNDER THIS CONTRACT

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

ARTICLE XV - SUCCESSORS AND ASSIGNS

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XVI - COMPLIANCE WITH LAWS

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

ARTICLE XVIII - NONDISCRIMINATION

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, religion, sex, sexual orientation, gender identity, color, national origin, age, or disability in the selection and retention of subcontractors. The Engineer will comply with state and federal statutes and regulations related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of race, religion, sex, sexual orientation, gender identity, color, national origin, age, or disability. The Engineer shall provide all information and reports, and permit access to its records, as determined by the Department of Transportation to be necessary to ascertain compliance with this section. If the Engineer fails to comply with this section, the Local Agency may withhold payments under the Agreement or cancel, terminate, or suspend the Agreement.

ARTICLE XIX – LOBBY CERTIFICATION

CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

ARTICLE XX – INSURANCE

- A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.
- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

- C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;
 2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence;
 3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
 4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.
- D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.
- E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

ARTICLE XXI - ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Attachment C - Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions.

Attachment D - Certification Regarding Debarment, Suspension, and Ineligibility and
Voluntary Exclusion - Lower Tier Covered Transactions.

Attachment E – DBE Contract Provisions

Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the City this ____ day of _____, 2026.

FOR: DARDENNE PRAIRIE, MISSOURI

BY: _____
Keith Widaman, Mayor

ATTEST: _____
City Clerk

FOR: OATES ASSOCIATES, INC.

BY: Jeffrey R. Rensing
Jeffrey R. Rensing, CEO

ATTEST: Michael D. Busch

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

CITY Finance Manager

ATTACHMENT A

Scope of Services

Scope of Engineering Services

Engineering services are requested for the preparation of contract plans, specifications, and estimates (PS&E) for the resurfacing, bicycle and pedestrian improvements along approximately 7,300 feet of Bates Road, from South Outer 364 to Red Hawk Parkway. The proposed improvements include a mill/fill of the existing asphalt roadway, spot sidewalk and road pavement repairs, approximately six ADA curb ramp reconstructions, approximately two high-visibility pedestrian crossings, approximately four solar-powered Rectangular Rapid Flashing Beacons (RRFB) including associated equipment, bicycle lane signing and markings, restriping road within project limits to eliminate two-way left turn lane and provide two buffered on-street bicycle lanes, spot curb & gutter repairs, spot inlet repairs, and other miscellaneous work as required to complete the project in accordance with MoDOT LPA and City of Dardenne Prairie standards.

The Scope of Services is described in the following sections of this document and supplemented by notes in the attached Estimate of Person Hours.

Task 1.0 – Field Surveys

Topographic and ROW survey will establish the existing condition of topographic features. The consultant's scope includes:

- Request utility base maps from Missouri One-Call utility companies
- Establish horizontal and vertical control for the project
- Locate visible above-ground existing utilities - underground utilities to be shown based on utility company provided maps
- Locate and depict all existing improvements
- Prepare an electronic base map of all existing information
- Evaluate existing pavement condition and make recommendations for partial or full depth pavement replacement.
- Evaluate existing curb and gutter conditions and make recommendations for repair or replacement.
- Evaluate existing curb ramps and sidewalk within project limits for ADA compliance and make recommendations for repair or replacement.

Task 2.0 – Project Development

This task will include environmental coordination, public outreach efforts, and monthly project status updates. It is assumed that this project will be processed as a programmatic categorical exclusion. The consultant's scope includes:

- Complete the Request for Environmental Review (RER) online submittal through MoDOT's LPA website
- Complete coordination for Section 106 clearance
- Complete coordination for Threatened and Endangered Species clearance
- Prepare and deliver monthly status reports
- Open house style public meeting. One is anticipated. Prepare two exhibits for the meeting. Time is included for two representatives from Oates Associates to attend.

Task 3.0 – Utility Coordination

Efforts will be made to design improvements around existing utilities to limit potential conflicts. Large utility relocations are not anticipated with this project. The consultant's scope includes:

- Obtain facility maps for existing utilities within the project limits for each Missouri One-Call respondent
- Provide preliminary plans to utility companies for coordination

- Identify potential conflicts with proposed design layout
- Evaluate conflicts for design alternatives
- Provide updated plans at project milestones to the utility companies
- Attend utility coordination meeting (assume two meetings)

Task 4.0 – Preliminary Plans (60% Plans)

The Preliminary Plan Phase will include gathering available information relating to the project, the initial scoping meeting with the City, and a site visit. The preliminary roadway, crossing locations, ADA improvements, and bicycle lanes will be developed. Initial utility and environmental coordination will begin. Preliminary plans will be approximately 60% complete. The consultant's scope includes:

- Establish the design criteria
- Develop existing and proposed typical sections
- Layout bicycle lanes, sidewalk, curb ramps, side roads, entrances, pavement repairs, and curb / curb & gutter repairs
- Evaluate sight distance for pedestrian and vehicular lines of sight to guide crosswalk locations
- Intersection sight distance evaluation limited to field visit to check if stop bar/sign adjustment would improve drivers sight lines
- Develop preliminary plan and profile with ROW and utility conflicts identified
- Match to the extent practical existing drainage conditions in proposed conditions
- Preliminary cross-sections at side roads and entrances to determine construction limits and impacts
- Initiate utility coordination
- Initiate environmental coordination
- Complete field check and topo of proposed improvements
- Prepare preliminary cost estimate
- Review meeting with City staff to discuss plans and impacts
- Preliminary submittal to City and MoDOT – assume City will submit to and coordinate with St. Charles County

Deliverables for this phase include:

- Title Sheet
- Typical Section Sheet(s) – existing and proposed
- Plan and Profile Sheets(s)
- Cross-Section Sheets
- Preliminary cost estimate

Task 5.0 – Final Plans

This phase includes two submittals - one complete pre-final (95%) submittal of all documents for review and comment, and one final (100%) submittal of all documents for construction (PS&E). All City and MoDOT review comments will be incorporated, along with any ROW commitments. The consultant's scope includes:

- Refine plans from preliminary phase comments
- Calculate quantities and create schedules
- Create construction details / sheets
- Create specialty plan sheets
- Complete field check of proposed improvements
- Pre-final plan (95%) submittal to City and MoDOT
- Review meeting with City staff
- Address City / MoDOT pre-final review comments

- Develop contract documents
- Final PS&E (100%) submittal to City and MoDOT

Deliverables for this phase include:

- Title Sheet
- Typical Section Sheet(s) – existing and proposed
- Quantity Sheets
 - Summary of Quantities
 - Schedules / B Sheets
- Alignment Sheet(s) – Alignment, Coordinate Points, 3-point ties
- Plan and Profile Sheet(s)
- Construction Detail Sheets
 - Side road details
 - Entrance details
 - ADA ramp details
 - Inlet modification details
 - Miscellaneous details
- Specialty plan sheets – on separate plan sheets
 - Traffic Control Plans
 - Erosion Control Plans
 - Signing Plans
 - Pavement Marking Plans
- Cross-Section Sheets
- Contract Documents
 - Front end documents (from MoDOT LPA template)
 - Job Special Provisions
 - MoDOT LPA Checklist
 - Final cost estimate

Task 6.0 – Right of Way

It is anticipated that this project will require temporary construction easements to reconstruct curb ramps and create crosswalks that are ADA compliant. It is assumed that 12 parcels will require property acquisitions. Scope of work will include establishing the existing right of way and easement lines and preparing individual parcel plats and legal descriptions. ROW plans will be prepared for submittal to MoDOT. The consultant's scope includes:

- Establish existing right of way / easement lines
- Set proposed ROW and easement lines
- Prepare right of way plans
- Prepare parcel exhibits and legals for and estimate 12 parcels
 - Parcel exhibits and legal description are estimated at \$760 per parcel. Cost could be adjusted based on the ultimate number of parcels requiring easements.

It is assumed that the City will complete the ROW acquisition process. No formal ROW or property corner staking is included in this scope of work.

Task 7.0 – Bid Assistance

The consultant's scope includes:

- Answer questions during bidding
- Prepare Bid Addenda - assume two
- Attend pre-bid meeting
- Bid Evaluation

Task 8.0 - Project Administration

The consultant's scope includes:

- Scope of work reviews
- Scheduling
- Budget control
- Manpower planning
- Project team meetings
- Contract administration
- Billings/Collection

Task 9.0 – Traffic Study

This phase will consist of a traffic analysis to determine the feasibility of converting the three-lane typical section to the proposed two-lane with bike lanes, per the project funding application.

The consultant's scope includes:

- Data collection
 - Existing traffic count on Bates Road
 - AM and PM peak hour turning movements at 9 intersections and Crosshaven church
 - Obtaining crash history from MoDOT's safety data zone crash tool
- Data analysis
 - Compiling collected traffic data
 - HCS capacity analysis for existing and proposed LOS and left-turn warrants
 - Safety analysis of crash history and proposed crash modification factors
- Traffic report
 - Report write-up and recommendations
 - Location exhibits
 - Report appendices: HCS reports, traffic count reports, safety findings

Excluded from the Scope of Services

The consultant's scope excluded:

- Private utility locates. Tie in above-ground facilities only – underground facilities will be shown based on basemap obtained in utility coordination
- As-built survey
- Construction layout or stakeout of proposed improvements
- Design modifications to correct deficient horizontal and vertical alignment geometry
- Traffic signal design
- Traffic counts at Route 364 South Outer Road and Redhawk Parkway intersections
- Evaluation of existing drainage conditions or hydrologic/hydraulic calculations. It is assumed that the existing storm sewer system has adequate capacity
- Cultural and Archaeological studies – Basic services limited to RER application to MoDOT as described in scope. Additional Environmental and Archaeological survey can be provided as Additional Services
- Utility design and relocation
- Geotechnical report
- Lighting photometric plans and calculations
- Construction Administration services – can be negotiated as additional service

ATTACHMENT B

ESTIMATE OF COST

DESIGN PHASE

		Rate		
		<u>Hours</u>	<u>(Salary Only)</u>	<u>Cost</u>
<i>Field Surveys</i>				
	Professional IV	15	\$63.41	\$951.15
	Professional III	8	\$58.15	\$465.20
	Junior Professional II	52	\$40.34	\$2,097.68
	Technician II	84	\$46.61	\$3,915.24
	Technician I	48	\$34.71	\$1,666.08
<i>Project Development</i>				
	Sr. Professional III	5	\$92.79	\$463.95
	Professional III	27	\$58.15	\$1,570.05
	Junior Professional II	28	\$40.34	\$1,129.52
<i>Utility Coordination</i>				
	Sr. Professional III	6	\$92.79	\$556.74
	Professional III	12	\$58.15	\$697.80
	Junior Professional II	32	\$40.34	\$1,290.88
<i>Preliminary Plans - Road</i>				
	Sr. Professional III	13	\$92.79	\$1,206.27
	Professional III	59	\$58.15	\$3,430.85
	Junior Professional II	186	\$40.34	\$7,503.24
<i>Final Plans - Road</i>				
	Sr. Professional III	15	\$92.79	\$1,391.85
	Professional III	103	\$58.15	\$5,989.45
	Junior Professional II	226	\$40.34	\$9,116.84
<i>Right of Way</i>				
	Sr. Professional III	2	\$92.79	\$185.58
	Professional IV	16	\$63.41	\$1,014.56
	Professional III	38	\$58.15	\$2,209.70
	Junior Professional II	144	\$40.34	\$5,808.96
	Technician II	32	\$46.61	\$1,491.52
<i>Bid Assistance</i>				
	Sr. Professional III	1	\$92.79	\$92.79
	Professional III	15	\$58.15	\$872.25
	Junior Professional II	16	\$40.34	\$645.44
<i>Administration / Management</i>				
	Sr. Professional III	3	\$92.79	\$278.37
	Professional IV	9	\$63.41	\$570.69
	Professional III	12	\$58.15	\$697.80
	Junior Professional II	1	\$40.34	\$40.34

Traffic Study

Sr. Professional III	3	\$92.79	\$278.37
Professional IV	31	\$63.41	\$1,965.71
Junior Professional II	126	\$40.34	\$5,082.84

SUBTOTAL	1368	\$64,677.71
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<i>Payroll Overhead (Est. at 70.79% X SUBTOTAL))</i>	70.79%	\$45,785.35
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<i>General and Admin. Overhead (Est. at 80.72% X SUBTOTAL))</i>	80.72%	\$52,207.85
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<i>Facilities Capital Cost of Money (Est. at 0.76% X SUBTOTAL))</i>	0.76%	\$491.55
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TOTAL LABOR & OVERHEAD	\$163,162.46
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<i>Fixed Fee(14.3% X TOTAL LABOR & OVERHEAD)</i>	14.30%	\$23,261.94
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TOTAL LABOR, OVERHEAD & FIXED FEE	\$186,424.40
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Other Direct Costs

Printing / Copies / Title Commitments	\$700.00
	\$700.00

TOTAL FOR DESIGN PHASE	\$187,124.40
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ATTACHMENT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the

method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.

<https://www.epls.gov/eplsearch.do?page=A&status=current&agency=69#A>.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System.
<https://www.epls.gov/eplsearch.do?page=A&status=current&agency=69#A>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,

debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Attachment E
Disadvantage Business Enterprise Contract Provisions

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal is established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. The Good Faith Efforts documentation shall illustrate reasonable efforts to obtain DBE Participation. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

Attachment F – Fig. 136.4.15
Conflict of Interest Disclosure Form for LPA/Consultants
Local Federal-aid Transportation Projects

Firm Name (Consultant): Oates Associates, Inc.

Project Owner (LPA): City of Dardenne Prairie, Missouri

Project Name: Bates Road (Phase 1) Improvements STBG-5407(622)

Project Number: STBG-5407(622)

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri's Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

☒ No real or potential conflicts of interest
If no conflicts have been identified, complete and sign this form and submit to LPA

☐ Real conflicts of interest or the potential for conflicts of interest
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant's proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

LPA

Consultant

Printed Name: _____

Printed Name: Jeffrey R. Rensing

Signature: _____

Signature: 

Date: _____

Date: 8/17/2026

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AMENDING VARIOUS PROVISIONS OF ARTICLE II OF CHAPTER 110 OF THE MUNICIPAL CODE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AND PROVIDING FOR THE STANDARD PRACTICES OF BOARD OF ALDERMEN MEETINGS

WHEREAS, Section 79.150, RSMo., provides, in pertinent part, that “The board of aldermen may prescribe and enforce such rules as it may find necessary for the expeditious transaction of its business;”

WHEREAS, on August 19th, 2026, the Board of Aldermen held a work session regarding proposed text amendments to procedures relating to Board of Aldermen meetings, and

WHEREAS, the Board of Aldermen desire to certain language within Article II of Chapter 110 the Municipal Code of the City of Dardenne Prairie, Missouri.

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

SECTION 1. That Section 110.170 of the Municipal Code of the City of Dardenne Prairie, Missouri, be and is hereby amended by deleting it in its entirety, and replacing it, in lieu thereof, with a new Section 110.170, to read, as follows:

Section 110.170: Regular Meetings

- A. The Board of Aldermen of the City of Dardenne Prairie, Missouri, shall meet in regular session at 7:00 P.M. on the first (1st) and third (3rd) Wednesdays of each month. The regular meeting place for the regular meetings of the Board of Aldermen of the City of Dardenne Prairie, Missouri, shall be the City Hall, located at 2032 Hanley Road, Dardenne Prairie, Missouri.
- B. The Board of Aldermen shall generally hold their work session on the first (1st) and third (3rd) Wednesdays of each calendar month. All meetings shall be held at the City Hall, located at 2032 Hanley Road, Dardenne Prairie, Missouri, at such time as may be established on the posted agenda, provided that no work session held pursuant to this Section shall begin prior to 6:00 P.M., local time.
- C. Nothing in this Section shall prohibit the Board of Aldermen from commencing a regular meeting before or after 7:00 P.M. but not before 6:00 P.M. on the date of the regular meeting if the posted agenda for the regular meeting establishes a different starting time for the regular meeting.
- D. The Mayor may cancel any scheduled regular meeting or work session or determine the date of a substitute meeting if:
 - 1. Prior to the time for posting the agenda as required by law, the Mayor determines that there is no scheduled business to present for consideration by the Board of Aldermen;
 - 2. Such meeting date should fall on a federally or locally observed holiday; or

3. It is apparent to the Mayor, after reasonable inquiry, that there will not be a quorum of the Board of Aldermen present at the meeting.

SECTION 2. That Section 110.195 of the Municipal Code of the City of Dardenne Prairie, Missouri, be and is hereby amended by deleting it in its entirety, and replacing it, in lieu thereof, with a new Section 110.195, to read, as follows:

Section 110.195 Rules of Procedure

- A. Order Of Business. The Board of Aldermen, at its regular meetings, shall generally proceed to transact the business before them in the following order:
 1. Call to order.
 2. Pledge of Allegiance.
 3. Roll call.
 4. Consent agenda.
 5. Items removed from the consent agenda.
 6. Public comment.
 7. Public hearing.
 8. New business.
 - a. Bills
 - b. Resolutions
 9. Old business.
 - a. Bills
 - b. Resolutions
 10. Officer and staff communications.
 11. Adjournment.
- B. Robert's Rules Of Order. Except as otherwise set forth in this Code, the Board of Aldermen shall generally conduct its meetings in accordance with Henry M. Robert III, et al., Robert's Rules of Order Newly Revised (12th Ed., Public Affairs 2020) or any subsequent edition thereof and in accordance with the provisions of Chapter 610, RSMo. These parliamentary rules are adopted exclusively for the orderly conduct of the official business of the Board of Aldermen. They are designed to protect the rights of members to debate, vote, and direct the Board of Aldermen's work. However, strict adherence to these rules is not mandatory for routine business or informal discussions. Procedures may be modified, bypassed, or handled informally by tacit agreement of the Aldermen present.
 2. Introductions of Bills
 - b. Such forms shall be submitted no later than 5:00 P.M. on the Wednesday immediately preceding any regularly scheduled meeting_of the Board of Aldermen at which said bill, resolution or other items are to be discussed.
 - c. Upon timely receipt of the form required herein, the bill, resolution or other matter shall be placed on the agenda for the next regularly scheduled meeting of the Board of Aldermen at which time the Board of Aldermen

may vote to take such action as the Board of Aldermen shall deem appropriate. The Mayor and/or City Administrator may, at their discretion, place the submitted bill, resolution or other matter on a work session, regular, or special meeting agenda after considering the nature of the proposed bill, resolution or other matter and the anticipated public interest and/or staff resources required to review the submitted bill, resolution or other matter.

- C. Public Comment. The general public shall be afforded an opportunity to address the Board of Aldermen during the portion of the order of business set aside for public comment. Any person desiring to address the Board of Aldermen shall first, before the announced conclusion of public comments, fill out a public comment speaker card containing the name of the speaker and the topic of his or her comments and submit it to the City Clerk. When called by the City Clerk, the person wishing to speak shall approach the designated microphone and provide their name and address in an audible tone. Each speaker shall be allowed three (3) minutes to speak. The Mayor will be responsible for enforcing time limits. All remarks shall be addressed to the Board of Aldermen as a body and not to any individual member thereof. No person, other than the person having the floor, shall be permitted to speak during the time allowed.

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

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

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

Read two times, passed, and approved this ____ Day of September 2026.

As Presiding Officer and as Mayor

BILL NO. 26-38

ORDINANCE NO. _____

Attest:

City Clerk

Approved this ____ day of September 2026.

Mayor

Attest:

City Clerk

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: Aug 1, 2026 - Aug 31, 2026	
Mailing Address: 2032 HANLEY RD, DARDENNE PRAIRIE, MO 63368					
Physical Address: 2032 HANLEY RD, DARDENNE PRAIRIE, MO 63368				County: St. Charles County	
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		20	1,157	46	
B. Cases (citations/informations) filed		3	114	2	
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		1	53	1	
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	18	2	
7. <i>nolle prosequi</i>		1	4	0	
8. certified for jury trial (not heard in Municipal Division)		0	0	0	
9. TOTAL CASE DISPOSITIONS		2	90	3	
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		21	1,181	45	
E. Trial de Novo and/or appeal applications filed		0	0	0	
III. WARRANT INFORMATION (pre- & post-disposition)			IV. PARKING TICKETS		
1. # Issued during reporting period	172	1. # Issued during period	0		
2. # Served/withdrawn during reporting period	33	☐ Court staff does not process parking tickets			
3. # Outstanding at end of reporting period	579				

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Dardenne Prairie Municipal	Reporting Period: Aug 1, 2026 - Aug 31, 2026
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V. DISBURSEMENTS			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		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.	
Fines - Excess Revenue	\$6,747.50	Appointed Counsel Fund	\$46.36
Clerk Fee - Excess Revenue	\$767.00	Court Automation	\$649.09
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$25.80	Overpayment-E/R	\$3.00
Bond forfeitures (paid to city) - Excess Revenue	\$660.00	Total Other Disbursements	\$698.45
Total Excess Revenue	\$8,200.30	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$16,377.00
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Bond Refunds	\$0.00
		Total Disbursements	\$16,377.00
Fines - Other	\$5,148.50		
Clerk Fee - Other	\$253.00		
Judicial Education Fund (JEF) ☐ Court does not retain funds for JEF	\$46.36		
Peace Officer Standards and Training (POST) Commission surcharge	\$92.73		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$661.15		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$8.51		
Law Enforcement Training (LET) Fund surcharge	\$184.00		
Domestic Violence Shelter surcharge	\$184.00		
Inmate Prisoner Detainee Security Fund surcharge	\$0.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$900.00		
Total Other Revenue	\$7,478.25		

Number	Offense	Report Description	Report Date	Address
PD-26-04119	999920179999.0 FUGITIVE UNIT- FELONY	Fugitive Unit- Felony	Aug 4, 2026, 7:52:42 AM	808 BROCKWELL DR
PD-26-04120	566.071-001Y20203699.0 CHILD MOLESTATION - 4TH DEGREE - CHILD LESS THAN 17 YOA AND OFFENDER GREATER THAN 4 YEARS OLDER	PAST SEXUAL ASSAULT	Aug 4, 2026, 9:03:17 AM	7708 ARDMORE DR
PD-26-04153	999920179999.0 NON-REPORTABLE	Domestic Incident	Aug 5, 2026, 7:50:35 PM	819 BROCKWELL DR
PD-26-04213	999919849999.0 FUGITIVE-MISDEMEANOR	Fugitive Misdemeanor	Aug 8, 2026, 8:01:22 PM	MERZ FARM LN & TOWN SQUARE AVE
PD-26-04216	ORD577.0-041Y20215404.0 DP-DWI (ALCOHOL)	DWI	Aug 8, 2026, 10:21:43 PM	FEISE RD & DEVON DR
PD-26-04220	ORD577.0-041Y20215404.0 DP-DWI (ALCOHOL)	DWI	Aug 9, 2026, 1:03:56 AM	POST RD & TIMBER MEADOWS PKWY
PD-26-04247	570.030-035Y20202399.0 STEALING - \$750 OR MORE	STEALING OVER \$750/FRAUDULENT USE OF A CREDIT/DEBIT DEVICE	Aug 10, 2026, 2:43:19 PM	1336 WESTBEND DR
PD-26-04247	570.130-001Y20202699.0 FRAUDULENT USE OF CREDIT/DEBIT DEVICE	STEALING OVER \$750/FRAUDULENT USE OF A CREDIT/DEBIT DEVICE	Aug 10, 2026, 2:43:19 PM	1336 WESTBEND DR
PD-26-04261	999920179999.0 FUGITIVE-FELONY	Fugitive Felony	Aug 10, 2026, 9:27:42 PM	7430 SSR-N
PD-26-04261	579.015-001Y20223572.0 POSSESSION OF CONTROLLED SUBSTANCE	Fugitive Felony	Aug 10, 2026, 9:27:42 PM	7430 SSR-N
PD-26-04261	579.074-003Y20203572.0 UNLAWFUL POSSESSION OF DRUG PARAPHERNALIA	Fugitive Felony	Aug 10, 2026, 9:27:42 PM	7430 SSR-N
PD-26-04285	999919849999.0 FUGITIVE-MISDEMEANOR	Fugitive Misdemeanor	Aug 12, 2026, 12:53:59 AM	1150 FEISE RD
PD-26-04307	999920179999.0 NON-REPORTABLE	Missing Person	Aug 12, 2026, 8:41:06 PM	942 HAMPSHIRE HEATH DR
PD-26-04316	569.140-001N20205707.0 TRESPASS - 1ST DEGREE	TRESPASSING, PROPERTY DAMAGE, STEALING (F)	Aug 13, 2026, 7:47:54 AM	83 HUBBLE DR
PD-26-04316	570.030-035Y20202399.0 STEALING - \$750 OR MORE	TRESPASSING, PROPERTY DAMAGE, STEALING (F)	Aug 13, 2026, 7:47:54 AM	83 HUBBLE DR
PD-26-04316	569.120-001N20202999.0 PROPERTY DAMAGE - 2ND DEGREE	TRESPASSING, PROPERTY DAMAGE, STEALING (F)	Aug 13, 2026, 7:47:54 AM	83 HUBBLE DR
PD-26-04338	999920179999.0 FUGITIVE-FELONY	Fugitive Felony	Aug 13, 2026, 3:16:46 PM	FEISE RD & HANLEY RD
PD-26-04367	569.100-001Y20202901.0 PROPERTY DAMAGE 1ST DEGREE	PROPERTY DAMAGE 1ST / RESISTING (F)	Aug 15, 2026, 2:43:59 AM	7865 TOWN SQUARE AVE
PD-26-04367	575.150-003Y20204801.0 RESISTING OR INTERFERING WITH ARREST/DETENTION/STOP	PROPERTY DAMAGE 1ST / RESISTING (F)	Aug 15, 2026, 2:43:59 AM	7865 TOWN SQUARE AVE
PD-26-04367	407.933-001N20205599.0 PERSON LESS THAN 18 YOA PURCHASE ATTEMPT TO PURCHASE OR POSSESS CIGARETTES OR TOBACCO/ALTERNATIVE NICOTINE/VAPOR PRODUCTS - 2ND OR SUBSEQUENT OFFENSE	PROPERTY DAMAGE 1ST / RESISTING (F)	Aug 15, 2026, 2:43:59 AM	7865 TOWN SQUARE AVE
PD-26-04367	569.100-001Y20205599.0 PERSON LESS THAN 18 YOA PURCHASE ATTEMPT TO PURCHASE OR POSSESS CIGARETTES OR TOBACCO/ALTERNATIVE NICOTINE/VAPOR PRODUCTS - 2ND OR SUBSEQUENT OFFENSE	PROPERTY DAMAGE 1ST / RESISTING (F)	Aug 15, 2026, 2:43:59 AM	7865 TOWN SQUARE AVE
PD-26-04367	575.150-003Y20204801.0 RESISTING OR INTERFERING WITH ARREST/DETENTION/STOP	PROPERTY DAMAGE 1ST / RESISTING (F)	Aug 15, 2026, 2:43:59 AM	7865 TOWN SQUARE AVE
PD-26-04367	407.933-001N20205599.0 PERSON LESS THAN 18 YOA PURCHASE ATTEMPT TO PURCHASE OR POSSESS CIGARETTES OR TOBACCO/ALTERNATIVE NICOTINE/VAPOR PRODUCTS - 2ND OR SUBSEQUENT OFFENSE	PROPERTY DAMAGE 1ST / RESISTING (F)	Aug 15, 2026, 2:43:59 AM	7865 TOWN SQUARE AVE
PD-26-04386	569.100-001Y20202999.0 PROPERTY DAMAGE 1ST DEGREE	PROPERTY DAMAGE	Aug 16, 2026, 12:37:00 AM	1668 HENNING RD
PD-26-04400	579.015-001Y20223599.0 POSSESSION OF CONTROLLED SUBSTANCE	VMCSL/POSSESSION OF DRUG PARAPHERNALIA	Aug 16, 2026, 6:13:03 PM	HANLEY RD & TOWN SQUARE AVE
PD-26-04400	579.074-003Y20203599.0 UNLAWFUL POSSESSION OF DRUG PARAPHERNALIA	VMCSL/POSSESSION OF DRUG PARAPHERNALIA	Aug 16, 2026, 6:13:03 PM	HANLEY RD & TOWN SQUARE AVE
PD-26-04400	301.020-001N19865499.0 FAILURE TO REGISTER MOTOR VEHICLE/TRAILER ANNUALLY WITH DIRECTOR OF REVENUE	VMCSL/POSSESSION OF DRUG PARAPHERNALIA	Aug 16, 2026, 6:13:03 PM	HANLEY RD & TOWN SQUARE AVE
PD-26-04403	999920179999.0 NON-REPORTABLE	Death Investigation	Aug 17, 2026, 7:13:11 AM	1030 BARATHAVEN BLVD
PD-26-04403	999920179999.0 NON-REPORTABLE	Death Investigation	Aug 17, 2026, 7:13:11 AM	1030 BARATHAVEN BLVD
PD-26-04403	999920179999.0 NON-REPORTABLE	Death Investigation	Aug 17, 2026, 7:13:11 AM	1030 BARATHAVEN BLVD
PD-26-04415	573.112-001Y20205799.0 THREATENING NONCONSENSUAL DISSEMINATION OF PRIVATE SEXUAL IMAGES	THREATENING DISSEMINATION OF SEXUAL IMAGES OF A MINOR	Aug 17, 2026, 5:38:32 PM	361 TRAILHEAD WAY
PD-26-04435	999920179999.0 NON-REPORTABLE	VIN Verification	Aug 19, 2026, 9:25:21 AM	7909 HIGHWAY N
PD-26-04457	566.083-002Y20203614.1 SEXUAL MISCONDUCT INVOLVING A CHILD UNDER 15 - 1ST OFFENSE	CIT/CHILD ABUSE INVESTIGATION	Aug 20, 2026, 12:50:18 PM	942 HAMPSHIRE HEATH DR
PD-26-04457	566.083-002Y20203614.1 SEXUAL MISCONDUCT INVOLVING A CHILD UNDER 15 - 1ST OFFENSE	CIT/CHILD ABUSE INVESTIGATION	Aug 20, 2026, 12:50:18 PM	942 HAMPSHIRE HEATH DR
PD-26-04457	566.083-002Y20203614.1 SEXUAL MISCONDUCT INVOLVING A CHILD UNDER 15 - 1ST OFFENSE	CIT/CHILD ABUSE INVESTIGATION	Aug 20, 2026, 12:50:18 PM	942 HAMPSHIRE HEATH DR
PD-26-04477	570.030-035Y20202399.0 STEALING - \$750 OR MORE	STEALING (F)	Aug 21, 2026, 2:13:51 PM	20 LAUTREC CT
PD-26-04511	579.015-001Y20223572.0 POSSESSION OF CONTROLLED SUBSTANCE	FUGITIVE MISDEMEANOR/ VMCSL	Aug 23, 2026, 2:12:46 AM	1150 FEISE RD
PD-26-04511	579.074-001Y20203573.0 UNLAWFUL POSSESSION OF DRUG PARAPHERNALIA - AMPHETAMINE OR METHAMPHETAMINE	FUGITIVE MISDEMEANOR/ VMCSL	Aug 23, 2026, 2:12:46 AM	1150 FEISE RD
PD-26-04511	999920179999.0 NON-REPORTABLE	FUGITIVE MISDEMEANOR/ VMCSL	Aug 23, 2026, 2:12:46 AM	1150 FEISE RD
PD-26-04559	565.076-003Y20201313.0 DOMESTIC ASSAULT - 4TH DEGREE - 1ST OR 2ND OFFENSE (1)(5)	Domestic Incident	Aug 25, 2026, 4:41:15 PM	2068 SAINT MADELEINE DR
PD-26-04583	570.223-001Y20202699.0 IDENTITY THEFT OR ATTEMPT	IDENTITY THEFT	Aug 26, 2026, 3:52:03 PM	533 CRAIL CT
PD-26-04587	ORD570.0-032Y20212308.0 DP-SHOPLIFTING	STEALING UNDER	Aug 26, 2026, 6:27:24 PM	7955 HIGHWAY N
PD-26-04596	302.321-005Y20205405.0 DRIVING WHILE REVOKED/SUSPENDED	Driving while suspended	Aug 27, 2026, 9:05:55 AM	HANLEY RD & FEISE RD
PD-26-04596	999919849999.0 FUGITIVE-MISDEMEANOR	Driving while suspended	Aug 27, 2026, 9:05:55 AM	HANLEY RD & FEISE RD
PD-26-04596	575.150-003Y20204801.0 RESISTING OR INTERFERING WITH ARREST/DETENTION/STOP	Driving while suspended	Aug 27, 2026, 9:05:55 AM	HANLEY RD & FEISE RD
PD-26-04596	301.020-001N19865406.0 FAILURE TO REGISTER MOTOR VEHICLE/TRAILER ANNUALLY WITH DIRECTOR OF REVENUE	Driving while suspended	Aug 27, 2026, 9:05:55 AM	HANLEY RD & FEISE RD
PD-26-04605	999920179999.0 NON-REPORTABLE	Accidental Injury	Aug 27, 2026, 5:34:13 PM	7801 TOWN SQUARE AVE
PD-26-04630	999920179999.0 NON-REPORTABLE	Informational Report	Aug 28, 2026, 7:49:58 PM	2044 AVALON MIST CIR
PD-26-04640	ORD302.0-042Y20215499.0 DP-DRIVING WHILE SUSPENDED OR REVOKED	DRIVING WHILE REVOKED	Aug 29, 2026, 9:36:34 AM	7422 HIGHWAY N
PD-26-04641	577.060-002Y20205401.0 LEAVING SCENE OF ACCIDENT - PROPERTY DAMAGE EXCEEDING \$1000	CRASH - LEAVING THE SCENE	Aug 29, 2026, 9:58:36 AM	59 BURGUNDY PLACE DR
PD-26-04673	999920179999.0 NON-REPORTABLE	Informational Report	Aug 30, 2026, 4:52:10 PM	206 WATERFORD CRYSTAL DR
PD-26-04680	999920219999.0 RUNAWAY JUVENILE	Runaway Juvenile	Aug 31, 2026, 6:09:01 AM	2044 AVALON MIST CIR