

DARDENNE



PRAIRIE

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

**BOARD OF ALDERMEN
WORK SESSION AGENDA
MAY 3, 2023
6:00 p.m.**

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

ITEMS FOR DISCUSSION AND CONSIDERATION

STAFF COMMUNICATIONS

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

CLOSED SESSION

Roll call vote to hold closed session pursuant to RSMo 610.021 section _____

- Litigation and Privileged Communications (1)
- Real Estate (2)
- Personnel (3)
- Labor (9)
- Bid Specs (11)
- Audit (17)

RETURN TO REGULAR MEETING AGENDA

ADJOURNMENT

DARDENNE



PRAIRIE

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

**BOARD OF ALDERMEN
MEETING AGENDA
MAY 3, 2023
7:00 p.m.**

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

Mayor Gotway
Alderman Costlow
Alderman Gittemeier
Alderman Johnson
Alderman Ungerboeck
Alderman Wandling
Alderman Widaman

CONSENT AGENDA

1. Board of Aldermen Minutes 04-19-23
2. Workshop Summary 04-19-23
3. Expenditures for Approval 05-03-23
4. Temp Use Permit – Fireworks Stand – Fireworks City – 7839 Highway N
5. Temp Use Permit – Fireworks Stand – Fireworks City – 7407 South Outer 364
6. Bryan Road CID – Annual Report

PUBLIC COMMENT

PUBLIC HEARING

1. Rezoning Request – for the 1.59 acres of land commonly known as 1755 Hanley Rd and more particularly described in the Rezoning Request Application received by the City on March 1st, 2023, on filed with the City Clerk from Applicant John Henke.
(Continued from 04-19-23)

NEW BUSINESS

1. **Bill #23-20**

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE PURCHASE OF A POLICE INTERCEPTOR UTILITY VEHICLE FROM LOU FUSZ FORD, INC., AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AND ADMINISTER AN INVOICE FOR THE PURCHASE OF SAID VEHICLE, AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AND ADMINISTER A QUOTE FOR THE INSTALLATION OF EQUIPMENT UPGRADES ON SAID VEHICLE

2. **Resolution #369**

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, ESTABLISHING A TOWN SQUARE VISIONING COMMITTEE

OLD BUSINESS

1. **Bill #23-09** (First Reading 04-05-23)

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, ANNEXING CERTAIN ADJACENT PROPERTY GENERALLY LOCATED AT 1436 FEISE ROAD INTO THE CITY AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE AN ANNEXATION AGREEMENT WITH JASON L. HOWERTON AND MOLLY A. HOWERTON

2. **Bill #23-18**

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, PROVIDING FOR THE REZONING OF APPROXIMATELY 1.59 ACRES OF LAND COMMONLY KNOWN AS 1755 HANLEY ROAD FROM "R-1A" SINGLE FAMILY RESIDENTIAL DISTRICT TO "R-1B" SINGLE FAMILY RESIDENTIAL DISTRICT

3. **Bill #23-19** (First Reading 04-19-23)

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BRUNETTE ENTERPRISES, LLC, FOR THE MANAGEMENT AND OPERATION OF THE CITY'S CONCESSION STAND FACILITY AT CITY HALL PARK

STAFF COMMUNICATIONS

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

CLOSED SESSION

Roll call vote to hold closed session pursuant to RSMo 610.021 section _____

Litigation and Privileged Communications (1)

Real Estate (2)

Personnel (3)

Labor (9)
Bid Specs (11)
Audit (17)

RETURN TO REGULAR MEETING AGENDA

ADJOURNMENT

The City of Dardenne Prairie Board of Aldermen meeting was called to order at 7:01 p.m. The meeting was opened with the Pledge of Allegiance followed by an invocation by Ruth Earhart.

Present at roll call were Mayor Gotway, Aldermen Ungerboeck, Johnson, Reilly, Sansone, Costlow and Wandling. Also present were City Clerk Kim Clark, City Administrator James Knowles, City Engineer Tom Weis and City Attorney John Young.

A motion was made by Alderman Wandling, seconded by Alderman Costlow to seat the newly elected Board of Aldermen members. Roll call was as follows:

Alderman Wandling – Aye	Alderman Ungerboeck – Nay
Alderman Sansone – Nay	Alderman Reilly – Nay
Alderman Johnson – Nay	Alderman Costlow – Aye

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

Tom Kaiman – 7 Baxter Lane, Chesterfield, MO 63017

Dr. Danielle Tormala – 280 Interstate Drive, Wentzville, MO 63385

Cheryl Bratton – 620 Cruden Bay Court

Rich Linderman – 44 Parkshire Place Court

Laura Gittemeier – 6 Jura Court

Mark Hunter – 10 Heavenly Valley

Arnie Dienoff – P.O. Box 1535, O'Fallon MO, 63366

Amy Patt – 1702 Renoir Drive

PUBLIC HEARING

A motion was made by Alderman Johnson, seconded by Alderman Ungerboeck to open and continue the public hearing. Motion passed unanimously.

1. Public Hearing to consider the establishment of the Encore Community Improvement District (the "District") pursuant to the Missouri Community Improvement District Act, sections 67.1401 through 67.1571, inclusive, of the Revised Statutes of Missouri, as amended. (Continued from 4-12-23 special meeting)

The following individuals were in attendance to speak on the public hearing:

Nick Gruebel – 230 Castle Stuart

John Whitworth – 8 Nancy

Arnie Dienoff – P.O. Box 1535, O'Fallon MO, 63366

A motion was made by Alderman Sansone, seconded by Alderman Ungerboeck to close the public hearing. Motion passed unanimously.

OLD BUSINESS

A motion was made by Alderman Ungerboeck, seconded by Alderman Wandling to postpone Bill #23-09 until the 5-3-23 meeting. Motion passed unanimously.

Bill #23-09 (First Reading 04-05-23)

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, ANNEXING CERTAIN ADJACENT PROPERTY GENERALLY LOCATED AT 1436 FEISE ROAD INTO THE CITY AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE AN ANNEXATION AGREEMENT WITH JASON L. HOWERTON AND MOLLY A. HOWERTON

A motion was made by Alderman Ungerboeck, seconded by Alderman Sansone to read Bill #23-15 for the second time by title only. Roll call vote was as follows:

Alderman Johnson – Aye

Alderman Sansone – Aye

Alderman Reilly – Aye

Alderman Wandling – Nay

Alderman Costlow – Nay

Alderman Ungerboeck – Aye

Bill #23-15 (First Reading 04-12-23)

AN ORDINANCE APPROVING A MASTER DEVELOPMENT AND PERFORMANCE AGREEMENT IN CONNECTION WITH THE ACQUISITION AND CONSTRUCTION OF AN INDUSTRIAL DEVELOPMENT PROJECT IN THE CITY OF DARDENNE PRAIRIE, MISSOURI; AUTHORIZING THE ISSUANCE OF THE CITY'S TAXABLE INDUSTRIAL REVENUE BONDS (ENCORE PROJECT) IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$68,000,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COSTS OF THE PROJECT; APPROVING A PLAN FOR THE PROJECT; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

A motion was made by Alderman Sansone, seconded by Alderman Ungerboeck to put Bill #23-15 to final vote. Roll call was as follows:

Alderman Ungerboeck – Aye

Alderman Costlow – Nay

Alderman Wandling – Nay

Alderman Sansone – Aye

Alderman Reilly – Aye

Alderman Johnson – Aye

Mayor Gotway declared Bill #23-15 passed and designated it to be Ordinance #2244.

A motion was made by Alderman Ungerboeck, seconded by Alderman Sansone to read Bill #23-16 for the second time by title only. Roll call vote was as follows:

Alderman Wandling – Nay

Alderman Ungerboeck – Aye

Alderman Sansone – Aye

Alderman Reilly – Aye

Alderman Johnson – Aye

Alderman Costlow – Nay

Bill #23-16 (First Reading 04-12-23)

AN ORDINANCE ESTABLISHING THE ENCORE COMMUNITY IMPROVEMENT DISTRICT; AND AUTHORIZING CERTAIN ACTIONS AND DOCUMENTS IN CONNECTION THEREWITH.

A motion was made by Alderman Sansone, seconded by Alderman Ungerboeck to put Bill #23-16 to final vote. Roll call was as follows:

Alderman Costlow – Nay
Alderman Ungerboeck – Aye
Alderman Sansone – Aye

Alderman Johnson – Aye
Alderman Wandling – Nay
Alderman Reilly – Aye

Mayor Gotway declared Bill #23-16 passed and designated it to be Ordinance #2245.

A motion was made by Alderman Ungerboeck, seconded by Alderman Sansone to read Bill #23-17 for the second time by title only. Roll call vote was as follows:

Alderman Reilly – Aye
Alderman Costlow – Nay
Alderman Johnson – Aye

Alderman Wandling – Nay
Alderman Ungerboeck – Aye
Alderman Sansone – Aye

Bill #23-17 (First Reading 04-12-23)

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF O'FALLON, MO, FOR CERTAIN ROADWAY IMPROVEMENTS.

Alderman Ungerboeck stated for the record for any future Board, the grant payments that are contemplating that signalization and traffic rework at that intersection to alleviate many traffic concerns residents already have. He would hate to see a future Board play a bait and switch.

A motion was made by Alderman Costlow, seconded by Alderman Wandling to postpone Bill #23-17 to 05-03-23. Roll call was as follows:

Alderman Sansone – Nay
Alderman Johnson – Nay
Alderman Ungerboeck – Nay

Alderman Reilly – Nay
Alderman Costlow – Aye
Alderman Wandling – Aye

A motion was made by Alderman Sansone, seconded by Alderman Johnson to put Bill #23-17 to final vote. Roll call was as follows:

Alderman Costlow – Nay
Alderman Ungerboeck – Aye
Alderman Sansone – Aye

Alderman Johnson – Aye
Alderman Wandling – Nay
Alderman Reilly – Aye

Mayor Gotway declared Bill #23-17 passed and designated it to be Ordinance #2246.

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

CONSENT AGENDA

1. Board of Aldermen Special Meeting Minutes 04-12-23
2. Expenditures for Approval 04-19-23
3. BaratHaven Community Improvement District Annual Report
4. April 4, 2023 Election Results

A motion was made by Alderman Ungerboeck, seconded by Alderman Reilly to adjourn sine die at 7:58 p.m.. Motion passed unanimously.

The City of Dardenne Prairie Board of Aldermen meeting was called to order.

Present at roll call were Mayor Gotway, Aldermen Ungerboeck, Johnson, Gittermeier, Widaman, Costlow and Wandling. Also present were City Clerk Kim Clark, City Administrator James Knowles, City Engineer Tom Weis and City Attorney John Young.

OATHS OF OFFICE - City Clerk Kim Clark administered the oath of office to Aldermen Gittermeier, Costlow and Widaman.

ELECTION OF ACTING PRESIDENT OF BOARD OF ALDERMEN

A motion was made by Alderman Wandling to nominate Alderman Costlow.
A motion was made by Alderman Ungerboeck to nominate Alderman Johnson.

Roll call vote for Alderman Costlow as acting president of Board of Aldermen was as follows:

Alderman Wandling – Aye	Alderman Ungerboeck – Nay
Alderman Widaman – Aye	Alderman Gittermeier – Aye
Alderman Johnson – Nay	Alderman Costlow – Aye

ELECTION OF BOARD OF ALDERMEN REPRESENTATIVE ON PLANNING & ZONING

A motion was made by Alderman Ungerboeck to nominate Alderman Wandling.

Roll call vote for Alderman Wandling as Board of Aldermen representative on Planning & Zoning was as follows:

Alderman Johnson – Aye	Alderman Widaman – Aye
Alderman Gittermeier – Aye	Alderman Wandling – Aye
Alderman Costlow – Aye	Alderman Ungerboeck – Aye

PUBLIC COMMENT – No one present to speak.

PUBLIC HEARING

A motion was made by Alderman Ungerboeck, seconded by Alderman Costlow to open the public hearing. Motion passed unanimously.

Rezoning Request – for the 1.59 acres of land commonly known as 1755 Hanley Rd and more particularly described in the Rezoning Request Application received by the City on March 1st, 2023, on filed with the City Clerk from Applicant John Henke.

A motion was made by Alderman Ungerboeck, seconded by Alderman Widaman to continue the public hearing to 05-03-23. Motion passed unanimously.

NEW BUSINESS

A motion was made by Alderman Ungerboeck, seconded by Alderman Wandling to postpone Bill #23-18 to 05-03-23. Motion passed unanimously.

Bill #23-18

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, PROVIDING FOR THE REZONING OF APPROXIMATELY 1.59 ACRES OF LAND COMMONLY KNOWN AS 1755 HANLEY ROAD FROM "R-1A" SINGLE FAMILY RESIDENTIAL DISTRICT TO "R-1B" SINGLE FAMILY RESIDENTIAL DISTRICT

A motion was made by Alderman Ungerboeck, seconded by Alderman Johnson to read Bill #23-19 for the first time by title only. Motion passed unanimously.

Bill #23-19

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BRUNETTE ENTERPRISES, LLC, FOR THE MANAGEMENT AND OPERATION OF THE CITY'S CONCESSION STAND FACILITY AT CITY HALL PARK

A motion was made by Alderman Costlow, seconded by Alderman Wandling to postpone Bill #23-19 to 05-03-23. Motion passed unanimously.

STAFF COMMUNICATIONS

City Engineer Tom Weis mentioned his report and also the need to move forward with a traffic count on BaratHaven Boulevard so it can be eligible for funding.

City Administrator Knowles welcomed the new Board members and thanked the outgoing Board members for their service.

Alderman Costlow echoed Mr. Knowles sentiment. He said it was a great pleasure working with EJ and Kasey and looks forward to working with and getting to know Laura and Keith.

Alderman Ungerboeck welcomed Laura and Keith.

Alderman Widaman thanked the Board and Mayor for the warm welcome, he looks forward to serving the city and the people, he thanked the people for putting him in this position and looks forward to being their voice. He thanked everyone for coming out tonight and encouraged everyone to continue participating.

Alderman Johnson welcomed the new Board member and looks forward to working with them.

Alderman Wandling publicly welcomed the new members.

Mayor Gotway congratulated Laura and Keith and looks forward to working with them.

Laura Gittermeier thanked the residents for supporting her, they did not always get the results they like to see but hoping collaboration can be improved between the residents and elected officials and she hopes to work hard for the residents.

ADJOURNMENT

A motion was made by Alderman Costlow, seconded by Alderman Ungerboeck to adjourn the meeting at 9:05 p.m. Motion passed unanimously.

Respectfully submitted,

Kim Clark, City Clerk

The City of Dardenne Prairie Work Session was called to order at 6:00 p.m.

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

The following were in attendance: Mayor Gotway, Aldermen Wandling, Ungerboeck, Johnson, Costlow, Sansone and Reilly. Also present were City Clerk Kim Clark, City Administrator James Knowles, City Engineer Tom Weis and City Attorney John Young.

The meeting was opened with the Pledge of Allegiance.

A motion was made by Alderman Costlow, Seconded by Alderman Reilly to hold a closed session pursuant to RSMo 610.021 section (1) Litigation and Privileged Communications. Motion passed unanimously. Roll call was as follows:

Alderman Johnson – Aye

Alderman Reilly – Aye

Alderman Wandling – Aye

Alderman Costlow – Aye

Alderman Sansone – Aye

Alderman Ungerboeck - Aye

CLOSED SESSION

RETURN TO REGULAR MEETING AGENDA

ADJOURNMENT

A motion was made by Alderman Ungerboeck, seconded by Alderman Johnson to adjourn the meeting at 6:34 p.m.

Respectfully submitted,

Kim Clark, City Clerk

EXPENDITURES FOR APPROVAL
5/3/2023

1 Americom Technology Solutions	IT - May, 2023	2,056.42
2 CDS Office Technologies	Copies	203.50
3 Charter Communications	Service through 5-7-23	577.33
4 Cuivre River Electric	Light on Weldon Spring	35.62
5 Cuivre River Electric	Henke/Feise Rd. Traffic Signals	79.00
6 Cuivre River Electric	Light at Georgetown Park	38.09
7 Cuivre River Electric	Lights at St. Williams Apts.	34.76
8 Cuivre River Electric	Hanley Rd. Traffic Signal	82.00
9 Cuivre River Electric	Hanley Road Light Installation	650.00
10 Duckett Creek	Service to 6/30/23	100.00
11 First Bank	Credit Card Charges	8,495.74
12 Hamilton Weber	March, 2023 Legal Fees	16,727.10
13 HR Green	Stump Road - Invoice #200154-16	32,675.84
14 Insurance: Anthem	Health - April, 2023	11,276.02
15 Insurance: Principal Life	Life: May, 2023	412.01
16 LAGERS	April, 2023	4,597.68
17 Mat Dewinters	April Consulting	1,800.00
18 Miracle Recreation Equipment	Playground Climber Replacement	3,444.36
19 Mission Square Retirement	Contribution 4/14 & 4/28 Payroll	511.54
20 MOCCFOA	Annual Membership: Clark	50.00
21 New Frontier	Pothole Material	113.96
22 Parks: Various Umpires	Umpires through 4/26/23	3,717.50
23 Payroll	04-28-23 Payroll	30,332.86
24 Professional Irrigation Systems	Irrigation Activation & Backflow Test	466.00
		118,477.33

Approved by Board of Aldermen 5-3-23

Mayor John Gotway



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

23-201

TEMPORARY USE PERMIT- FIREWORKS STANDS OR TENTS

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

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

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

4/18/23

Application Date

Location of Stand/Tent 7839 HWY. N (LOT 6 DARDENNE TOWN SQUARE)

Name of Business FIREWORKS CITY

Business Owner MERAMEC SPECIALTY COMPANY

Address P.O. BOX 305

City, State & Zip ARNOLD, MO 63010

Phone 636-296-5564

Name & Phone # of Senior Manager on Site THOMAS R. DIXON, SEC. - TREAS. 314-540-1933

Property Owner Name DARDENNE 610, LLC

Property Owner Address 2053 NORTH BAY ROAD

City, State, & Zip MIAMI BEACH, FL 33140

Property Owner Phone 314-775-4285

MO Sales Tax # (Attach a copy of MO Retail Sales License) 11174277

MERAMEC SPECIALTY CO.
By Thomas R. Dixon, SEC. - TREAS.
Applicant Signature

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



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

#23-00204

TEMPORARY USE PERMIT- FIREWORKS STANDS OR TENTS

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

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

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

4/18/23
Application Date

Location of Stand/Tent 7407 SOUTH OUTER 364
Name of Business FIREWORKS CITY
Business Owner MERAMEC SPECIALTY COMPANY
Address P.O. BOX 305
City, State & Zip ARNOLD, MO 63010
Phone 636-296-5564

Name & Phone # of Senior Manager on Site THOMAS R. DIXON, ^{SEC.}TREAS. 314-540-1933
Property Owner Name THOLE WINGHAVEN, LLC (LINDA BIANCHI)
Property Owner Address 1703 NORTH 4TH ST.
City, State, & Zip ST. CHARLES, MO 63301
Property Owner Phone 636-946-6306
MO Sales Tax # (Attach a copy of MO Retail Sales License) 11174277

MERAMEC SPECIALTY CO.
By Thomas R. Dixon, ^{SEC.}TREAS.
Applicant Signature

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

**Bryan Road
Community Improvement District**

**Annual Report
Year End December 31, 2022**

Dardenne Prairie, Missouri

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Signatures on documents attached have been redacted for security purposes.

1. Annual Report Overview

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

2. District Description

Reporting Period:	January 1, 2022 through December 31, 2022	
Date District Established:	November 6, 2005	
Enacting Ordinance:	City of Dardenne Prairie Ordinance No. 952	
CID Sales Tax Effective Date:	April 1, 2006	
Date Annual Budget Adopted:	January 31, 2022	
Date Proposed Budget Submitted to Municipality:	September 29, 2022	
Date Annual Budget Submitted to Municipal Clerk:	April 20, 2022	
Municipality:	City of Dardenne Prairie 2032 Hanley Road Dardenne Prairie, MO 63368 Phone: 636/561-1718	
County:	St. Charles County	
District Administrator:	Development Dynamics, LLC 2897 Highway K, Suite 210 O'Fallon, MO 63368	
Governing Board of Directors:	Chair:	Bob Glarner
	Secretary:	Scott Kolbe
	Treasurer:	David Glarner
	Director:	Gerald Scheidegger
	Director:	Robyn Schaber

3. District Purpose

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

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

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

4. District Legal Description

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

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

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

5. Boundary Map



6. District Financials

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

Attachments:

- Financial Statement for the Year Ended December 31, 2022
- Resolutions adopted during the Year Ended December 31, 2022:
 - Resolution 22-001; Ratifying and Approving CID special assessment
 - Resolution 22-002; Approving disbursements and past actions
 - Resolution 22-003; Amending 2022 & approving 2023 budget

Bryan Road Community Improvement District
Annual Report of Financial Transactions
For the Fiscal Year January 1, 2022 to December 31, 2022

A. Beginning Balance

American Bank	\$ 190,256.12	\$ 190,256.12
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B. Summary of Receipts

CID Special Assessment	\$ 65,964.67	
CID Local Use Tax	\$ 2,021.16	
CID Sales Tax	\$ 39,873.23	
Interest Earnings	\$ 1,684.50	
Total Receipts		\$ 109,544.16

C. Summary of Disbursements

NID Administration Fee, Trustee Fee	\$ -	
District Administrative Expenses	\$ (2,500.00)	
Insurance Expense	\$ (1,795.00)	
Maintenance Fee	\$ -	
Missouri Department of Revenue Reports	\$ -	
Storm Sewer Maintenance	\$ (65,000.00)	
Total Disbursements		\$ (69,295.00)

D. Ending Balance

\$ 230,505.28

E. Summary of Ending Balance by Depository

American Bank, 55103	\$ 230,505.28	\$ 230,505.28
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F. Statement of Indebtedness

Outstanding Obligations

Outstanding on 01/01/2022	Issued During 2022	Retired During 2022	Outstanding on 12/31/2022
\$ -	\$ -	\$ -	\$ -

G. Statement of Assessed Valuation and Tax Rates

The Bryan Road CID imposes a Special Assessment based on \$.28 per square foot for Class 1 and \$.05 per square foot for Class 2. Government Accounting Standards Board (GASB) Rule 77 Disclosure: The District has not entered into any property tax abatement agreements during the fiscal year.

Square Footage	Class	Parcel ID No.	Lot No.	2022 Annual Assessment
61,557	1	T061800064	1	\$17,235.96
42,258	1	T061800065	2	\$11,832.24
53,889	1	T061800066	3	\$15,088.92
50,777	1	T061800067	4	\$14,217.56
95,187	2	T061800068	5	\$4,759.35
37,705	2	T061800069	6	\$1,885.25
32,234	2	T061800070	7	\$1,611.70
373,607				\$66,630.98

RESOLUTION NO. 22-001

A RESOLUTION OF THE BRYAN ROAD COMMUNITY IMPROVEMENT DISTRICT RATIFYING AND APPROVING A CID SPECIAL ASSESSMENT AGAINST PROPERTY BENEFITED WITHIN THE BOUNDARIES OF DISTRICT FOR THE YEARS ENDING DECEMBER 31, 2021 AND DECEMBER 31, 2022; AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH

WHEREAS, the Bryan Road Community Improvement District (the "*District*") is a community improvement district and a political subdivision of the State of Missouri organized under the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "*CID Act*"); and

WHEREAS, on January 26, 2006, the District approved Resolution No. 2006-03 authorizing a special assessment against real property benefited within the boundary of the District for the purpose of providing revenue for services and projects located within the boundaries of the District; and

WHEREAS, the District desires to ratify and approve the CID special assessment levied upon property within the boundaries of the District at a rate of \$0.28 per square foot of lot area for Class 1 property and \$0.05 per square foot of lot area for Class 2 property for the tax year ending December 31, 2021, identified on the roll set forth as **Exhibit A**, attached hereto and incorporated herein by reference.

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

Section 1. Approval of Special Assessments for the Years Ending December 31, 2021 and December 31, 2022. The Board of Directors hereby ratifies and approves the CID special assessments at a rate of \$0.28 per square foot of lot area for Class 1 property and \$0.05 per square foot of lot area for Class 2 property within the boundaries of the District for the Year Ending December 31, 2021 and December 31, 2022.

Section 2. Submittal of Resolution to County Collector. The District shall provide a certified copy of this Resolution to the Collector of Revenue of St. Charles County, Missouri.

Section 3. District Officers to Execute Resolution. The Chair of the Board of Directors of the District is hereby authorized and directed to execute this Resolution for and on behalf of and as the act and deed of the District and the Secretary of the District is hereby authorized and directed to attest to this Resolution.

Section 4. Further Authority. All actions heretofore taken by the authorized representatives, agents and employees of the District in connection with the transaction contemplated by this Resolution are hereby ratified and confirmed, and the District shall, and the representatives, agents and employees of the District are hereby authorized and directed to, take such further action, and execute and deliver such other documents and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 5. Severability. The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and

this Resolution are hereby ratified and confirmed, and the District shall, and the representatives, agents and employees of the District are hereby authorized and directed to, take such further action, and execute and deliver such other documents and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 6. Severability. The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 7. Governing Law. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 8. Effective Date. This Resolution shall take effect and be in full force upon its passage by the District.

Passed this 31st day of January, 2022.



BRYAN ROAD
COMMUNITY IMPROVEMENT DISTRICT

EXHIBIT A

CID Special Assessment Tax Roll

RESOLUTION NO. 22-002

**A RESOLUTION OF THE BRYAN ROAD COMMUNITY
IMPROVEMENT DISTRICT APPROVING THE
DISBURSEMENT OF CID FUNDS; PAST ACTIONS; AND
AUTHORIZING CERTAIN ACTIONS IN CONNECTION
THEREWITH**

WHEREAS, the Bryan Road Community Improvement District (the "District") is a community improvement district and a political subdivision of the State of Missouri organized under the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "CID Act"); and

WHEREAS, the District is authorized and empowered under the CID Act to pay for improvements and other costs or to assist in any such activities to accomplish the objectives of the District.

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

Section 1. Authorization and Approval of Payments. The District Administrator is authorized and directed to take any and all reasonable actions to initiate the payment of available CID funds in accordance with the annual budget.

Section 2. Approval of Past Actions. All lawful actions taken by or on behalf of the District for purposes and in furtherance of the proposed projects and ongoing operations of the District are hereby ratified, acknowledged and accepted.

Section 3. Execution of the Resolution. The Chair of the Board of Directors of the District is hereby authorized and directed to execute this Resolution for and on behalf of the District and the Secretary of the District is hereby authorized to attest to this Resolution.

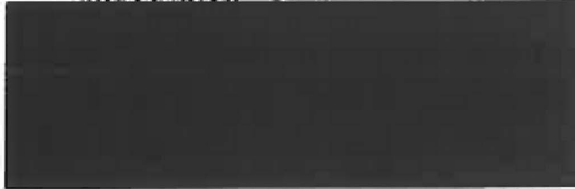
Section 4. Further Authority. All actions heretofore taken by the authorized representatives, agents and employees of the District in connection with transactions contemplated by this Resolution are hereby ratified and confirmed, and the District shall, and the representatives, agents and employees of the District are hereby authorized to, take such further action, and execute and deliver such other documents and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 5. Severability. The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 6. Governing Law. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 7. Effective Date. This Resolution shall take effect and be in full force upon its passage by the District.

I, the undersigned, Chair of the Bryan Road Community Improvement District, hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the District at a meeting held, after proper notice, on January 31, 2022.



January, 2022.

RESOLUTION NO. 22-003

A RESOLUTION OF THE BRYAN ROAD COMMUNITY IMPROVEMENT DISTRICT APPROVING THE ANNUAL BUDGET OF THE DISTRICT FOR THE YEAR ENDING DECEMBER 31, 2022; APPROVING A PRELIMINARY BUDGET OF THE DISTRICT FOR THE YEAR ENDING DECEMBER 31, 2023; AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH

WHEREAS, the Bryan Road Community Improvement District (the "District") is a community improvement district and a political subdivision of the State of Missouri organized under the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "CID Act"); and

WHEREAS, Section 67.010 of the Revised Statutes of Missouri, as amended, requires each political subdivision of the State of Missouri to prepare an annual budget prior to the beginning of the ensuing fiscal year; and

WHEREAS, Section 67.030 of the Revised Statutes of Missouri, as amended, allows each political subdivision to revise, alter, increase or decrease the items contained in the budget; provided, that in no event shall the total authorized expenditures from any fund exceed the estimated revenues to be received plus any unencumbered balance or less any deficit estimated for the beginning of the budget year; and

WHEREAS, neither Bonds nor Notes have been issued by the District, rather, CID revenues are utilized to pay for ongoing maintenance expenses; and

WHEREAS, Section 67.1471 of the CID Act requires that the District submit a preliminary budget prior to the beginning of each fiscal year to the City of Dardenne Prairie, Missouri (the "City").

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

Section 1. Approving the Annual Budget of the District for the Year Ending December 31, 2022. The annual budget of the District for the year ending December 31, 2022, is hereby approved as set forth on **Exhibit A**, attached hereto and incorporated herein by reference. The ending budget should demonstrate revenues plus fund balance exceed expenditures for the year.

Section 2. Approval of the Preliminary Budget of the District for the Year Ending December 31, 2023. The preliminary budget of the District for the year ending December 31, 2023, is hereby approved as set forth on **Exhibit A**, attached hereto and incorporated herein by reference. The Board of Directors authorizes the District Administrator to amend the budget revenues and expenditures to actual revenues and expenditures for the year ending December 31, 2023.

Section 3. District to Forward Budget to City. The District shall send a copy of the budget to the City for review and comment in accordance with the CID Act.

Section 4. District Officers to Execute Resolution. The Chairman of the Board of Directors of the District is hereby authorized and directed to execute this Resolution for and on behalf of and as the act and deed of the District and the Secretary of the District is hereby authorized and directed to attest to the Resolution.

Section 5. Further Authority. All actions heretofore taken by the authorized representatives, agents and employees of the District in connection with the transaction contemplated by

inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 6. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Board of Directors.

Passed this 31st day of January, 2022.



BRYAN ROAD
COMMUNITY IMPROVEMENT DISTRICT



WITNESS my hand and official seal this 31st day of January, 2022.

ATTEST

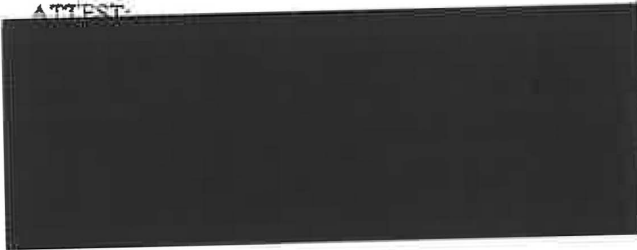


EXHIBIT A

Bryan Road
Community Improvement District

PRELIMINARY BUDGET
YEAR ENDING DECEMBER 31, 2023

ANNUAL BUDGET
YEAR ENDING DECEMBER 31, 2022

BOARD OF DIRECTORS

Chair
Robert Glarner

Treasurer
David Glarner

Secretary
Scott Kolbe

Director
Robyn Schaber

Director
Jerry Scheidegger

Development Dynamics LLC
District Administrators

BUDGET MESSAGE

On November 16, 2005, the City's Board of Alderman adopted Ordinance No. 952 which established the Bryan Road Community Improvement District as a political subdivision pursuant to and in accordance with the Missouri Community Improvement District Act, Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended (the "CID Act"). The District was established for a term of twenty years from the date of establishment (November 16, 2025).

On January 26, 2006, pursuant to the CID Act, the CID adopted Resolution No. 2006-03 authorizing the District to levy a special assessment on certain real property located in the Bryan Road Community Improvement District. The District adopted Resolution No. 2006-04 that provided for the imposition of a sales and use tax of up to one percent upon approval by qualified voters of the District.

In the year ending December 31, 2021, the District began the year with a fund balance of \$161,515.20. The District received CID special assessment revenue and CID sales tax revenue in the amount of \$100,337.55. The District expenses totaled \$71,705.00, comprised of the storm sewer maintenance, operating expenses, insurance and other miscellaneous expenses. The year end fund balance was \$190,147.75.

During the year ending December 31, 2022, the District began the year with a fund balance of \$190,147.75. The District anticipates receiving CID special assessment revenue and CID sales tax revenue of approximately \$100,600. The District anticipates CID expenses to total approximately \$74,939, comprised of the storm sewer maintenance, operating expenses, insurance and other miscellaneous expenses. The anticipated year end fund balance is expected to be approximately \$215,808.

In the year ending December 31, 2023, the District anticipates beginning the year with a fund balance of approximately \$215,808. The District anticipates receiving CID special assessment revenue and CID sales tax revenue of approximately \$100,600. The District anticipates CID expenses to total approximately \$74,939, comprised of the storm sewer maintenance, operating expenses, insurance and other miscellaneous expenses. The anticipated year end fund balance is expected to be approximately \$241,469.

**Bryan Road CID
Preliminary Budget
January 1 - December 31, 2023**

		<u>Proposed Budget</u> <u>Jan - Dec 2023</u>
Income		
CID Sales Tax		33,500.00
CID Use Tax		1,000.00
CID Special Assessment		65,000.00
Interest Earnings		1,100.00
Total	\$	<u>100,600.00</u>
Expense		
Operational Expenses		
Administration		2,500.00
Insurance Expense		1,439.00
Legal		1,500.00
NID Trustee/admin		4,500.00
Subtotal		<u>9,939.00</u>
Storm Sewer Maintenance		65,000.00
Total	\$	<u>74,939.00</u>
Net Income		<u>25,661.00</u>
Beginning Balance	\$	215,808.75
Ending Balance	\$	241,469.75

**Bryan Road CID
Annual Budget
Year Ending December 31, 2022**

	<u>Annual Budget</u> <u>Jan - Dec 2022</u>
Income	
CID Sales Tax	33,500.00
CID Use Tax	1,000.00
CID Special Assessment	65,000.00
Interest Earnings	1,100.00
Total	\$ 100,600.00
Expense	
Operational Expenses	
Administration	2,500.00
Insurance Expense	1,439.00
Legal	1,500.00
NID Trustee/admin	4,500.00
Subtotal	9,939.00
Storm Sewer Maintenance	65,000.00
Total	\$ 74,939.00
Net Income	25,661.00
Beginning Balance	\$ 190,147.75
Ending Balance	\$ 215,808.75

**Bryan Road CID
Budget to Actual
Year Ending December 31, 2021**

	Actual 2021	Amended 2021 Budget	Original Budget 2021
Income			
CID Use Tax	4,657.55	6,266.00	750.00
CID Sales Tax	29,989.32	25,000.00	33,500.00
CID Special Assessment	64,369.09	64,369.09	65,000.00
Interest Earnings	1,321.59	1,400.00	1,100.00
Total	\$ 100,337.55	\$ 97,035.09	\$ 100,350.00
Expense			
Operational Expenses			
Administration	5,000.00	2,500.00	2,500.00
Insurance Expense	1,705.00	1,439.00	1,439.00
Legal	0.00	1,500.00	1,500.00
NID Trustee/admin	0.00	4,500.00	4,500.00
Subtotal	6,705.00	9,939.00	9,939.00
Storm Sewer Maintenance	65,000.00	65,000.00	65,000.00
Total	\$ 71,705.00	\$ 74,939.00	\$ 74,939.00
Net Income	28,632.55	22,096.09	25,411.00
Beginning Balance	\$ 161,515.20		
Ending Balance	\$ 190,147.75		

RBA FORM (OFFICE USE ONLY)

MEETING DATE: 05/03/2023

Regular (X) Work Session ()

ATTACHMENT: YES (_) NO (_)

Contract (X) Ordinance () Other ()

Request for Board Action
By: City Administrator

Ward ALL**• Description:**

- **Purchase of new Admin Vehicle**

• Recommendation: Approval

• Summary/Explanation:

In 2008, the City purchased a civilian model Chevy Suburban which is fully outfitted with emergency lights and sirens for use as a Community Emergency Response Team (CERT) vehicle to use as part of the city's now defunct citizen staffed emergency response organization.

Over the past several years, the city has used the vehicle as an Admin vehicle, serving the various city staff as a vehicle to use for official city functions. Uses included, transporting staff to official events, hauling various supplies for City Hall and Parks, as well as traffic control and emergency functions such as blocking streets or responding to calls and inquiries which require staff to be exposed to potential traffic hazards.

The vehicle has long passed its serviceable life and is not very functional or economical for day-to-day official use as transport for city staff and has been deemed fit for replacement.

The replacement vehicle is a black Ford Explorer (Police Interceptor model) which will come fully wired and ready for the necessary lighting package upgrades which are also outlined in exhibit B of the ordinance before the board. The vehicle will also include a ruggedized interior to allow for hauling or transporting various city items when necessary while preserving its primary function as a passenger vehicle.

The lighting package will be fully integrated and will not be readily visible when not in use, allowing the vehicle to operate as a civilian vehicle. The comprehensive light package will allow the vehicle to provide traffic control when necessary either in a Public Works/Streets or emergency function. We do not contemplate any city decals at this time, but the look and feel that this vehicle appears to be a PD vehicle I expect to also be a traffic deterrent while parked out front along Hanley or wherever staff may be present.

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

The vehicle and light package has been in the budget for the past 2 fiscal years and the price in this contract is fully covered by the budgeted amount of \$50,000.

RBA requested by: James W. Knowles III**Date: 04/28/2023**

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE PURCHASE OF A POLICE INTERCEPTOR UTILITY VEHICLE FROM LOU FUSZ FORD, INC., AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AND ADMINISTER AN INVOICE FOR THE PURCHASE OF SAID VEHICLE, AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AND ADMINISTER A QUOTE FOR THE INSTALLATION OF EQUIPMENT UPGRADES ON SAID VEHICLE

WHEREAS, Section 130.160(A)(4) of the Municipal Code of the City of Dardenne Prairie (the "City") provides, "[e]stablished purchasing procedures should not apply to purchases made by, through, or with the Division of Procurement of the State of Missouri or any other government agency or unit with whom the City is permitted to engage in cooperative purchasing[;]" and

WHEREAS, pursuant to the State of Missouri's cooperative purchasing portal, the City sought the purchase of a Ford Police Interceptor Utility Vehicle ("Vehicle");

WHEREAS, Lou Fusz Ford, Inc., was the selected bidder under the cooperative purchasing portal; and

WHEREAS, the Board of Aldermen finds and determines that it is in the best interest of the residents of the City to purchase the Vehicle from Lou Fusz Ford, Inc.; and

WHEREAS, the Board of Aldermen further finds and determines that it is in the best interest of the residents of the City to approve the quote submitted by VIP Distributing Company in order to upgrade the lights, sirens, external speakers and other related equipment on the Vehicle;

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

SECTION 1. That the form, terms, and provisions of Invoice No. FF23223, prepared by Lou Fusz Ford, Inc., related to the purchase of a Police Interceptor Utility Vehicle, attached hereto marked as Exhibit A, and incorporated by reference herein (the "Invoice"), be and they hereby are approved and the City Administrator is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Invoice in substantially the form attached hereto.

SECTION 2. That the form, terms and provisions of Quote No. 123672rev1, prepared by VIP Distributing Company, related to the installation of upgrades on the Police Interceptor Utility Vehicle, including lights, sirens, external speakers and other related equipment, attached hereto as Exhibit B, and incorporated by reference herein (the "Quote"), be and they hereby are approved and the City Administrator is hereby authorized, empowered and directed to further negotiate,

execute, acknowledge, deliver and administer on behalf of the City such Quote in substantially the form attached hereto.

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 _____, 2023.

As Presiding Officer and as Mayor

Attest:

City Clerk

Approved this _____ day of _____, 2023.

Mayor

Attest:

City Clerk

Exhibit A

A division of the



LOU FUSZ FORD INC. LOUIS
2 Caprice Drive Chesterfield, MO 63005
(636)532-9958

SOLD TO CITY OF DARDENNE PRAIRIE

ADDRESS 2032 HANLEY ROAD

CITY, STATE DARDENNE PRAIRIE, MO 63368

PHONE # HOME N/A WORK N/A

DATE 04/24/23

VEHICLE AS EQUIPPED:

PRICE:

SELLING PRICE:

44,826.00

LESS TRADE:

1,000.00

TOTAL:

43,826.00

\$44,325.00

INVOICE #

FF23223

DEAL #

CUST. #

YR MAKE 2023 FORD

MODEL POLICE INTERCEPTOR UTILIT

NEW USED NEW

STOCK # FF23223

BODY KEYS AWD

COLOR AGATE BLACK

VIN 1FM5K8AB6PGA63888

MILES 721

SALES PERSON(S) 165 JOHN DOLAN

DESCRIPTION	ACCT	SALE
VEHICLE:	-	44,826.00
Admin Fee	-	499.00
EXTD SERVICE	-	N/A
INSURANCE	-	N/A
TAX (LUX, ETC.)	-	N/A
TITLE FEE	-	N/A
OTHER	-	N/A
FINANCING	-	0.00
TOTAL PRICE		45,325.00

SETTLEMENT	ACCT	AMOUNT
DEPOSIT	+	N/A
CASH ON DELIVERY	+	N/A
REBATE	+	N/A
TOTAL TRADE ALLOWANCE		1,000.00
FINANCING		
1 MONTHS @ \$ 44,325.00 MONTH		
TOTAL SETTLEMENT		44,325.00
PAY-OFF BALANCE ON TRADE		

Always Bring Your

Car Here For

Factory Authorized

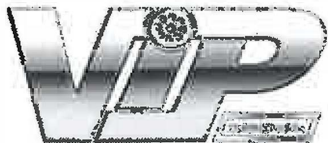
Service

REG CAB 137" XLT 4W FF23223

USED VEHICLE TRADED

YR.	MAKE	MODEL	VIN
2006	FORD	SUPER DUTY	1FTNF21596EB31420

Exhibit B



4/27/2023

Quote valid for 30 days

Quote# 123672rev1

4220 North Service Rd. St. Peters, MO 63376

Phone 314.400.3444 / Fax 314.400.3459

Contact: Tommy Cibulka

DARDENNE PRAIRIE

contact		JAMES KNOWLES				
vehicle		2023 PIU				
Qty	ItemNum	Description	Labor	Cost	Total	
1	ISFW50Z	Whelen 1e Fst Wc 10Lt Ford Utility	1.00	\$1,050.00	\$1,050.00	AMBER/WHITE
1	HHS4206	Whelen Siren Amp W/ Knob & Slide Ctrl	2.25	\$618.00	\$618.00	
1	SA315P	Whelen Sa315P Speaker, Black Plastic	1.00	\$189.85	\$189.85	
1	SAK67D	Whelen Sa315 Mt Kit Ford Utility Drvr	0.00	\$35.60	\$35.60	TOP HATCH
1	DTA8A	Whelen 8-Lt Dominator Tir3 T/A Amber	1.50	\$545.00	\$545.00	
2	TLMIA	Whelen Mini Ion T-Series Light Amber	1.25	\$105.23	\$210.46	
1	ULF44	Whelen Universal Led Flasher 4 Outlet	1.00	\$84.78	\$84.78	REV/BRAKE
1	PSLABOR	WIG WAGS	0.25	\$0.00	\$0.00	GRILLE
2	MCRNTF	Whelen Stud Mount Micron Amb/Wht	1.00	\$97.50	\$195.00	
2	TLIA	Whelen Ion T-Series Linear Lt Amber	1.25	\$114.93	\$229.86	
2	LINSV2A	Whelen Surface Mt Linz V-Series Amber	2.50	\$185.87	\$371.74	MIRRORS
1	LSVBKT50	Whelen Linsv Mirror Mt Kit 20 Utility	0.00	\$25.00	\$25.00	1/4 GLASS
2	IONA	Whelen Ion Light Amber	1.50	\$107.14	\$214.28	
Parts Total					\$3,769.57	
Shop Supplies					\$131.93	
Freight					\$60.00	
Labor Total			14.50	\$1,687.50		
GRAND TOTAL Each vehicle					\$5,649.00	

Product lead time 2-4 WEEKS

A signed copy of this quote must be returned to acknowledge acceptance

Signature _____
 Printed Name _____
 Date _____

RBA FORM (OFFICE USE ONLY)

MEETING DATE: 05/03/2023

Regular () Work Session ()

ATTACHMENT: YES (X ☐) NO (☐)

Contract (☐) Ordinance (☐) Other (X ☐)

Request for Board Action
By: City Administrator

Ward ALL

• **Description:**

- TS Ave Vision Planning Committee Resolution

Recommendation: APPROVAL

• **Summary/Explanation:**

At the February 1st, 2023 meeting of the Board of Alderman, I requested the Board hold a discussion about the need for an updated vision for the Technology, Post, and Highway N (now Town Square) corridors. This area which previously served as the heart do the "Uptown District" had not truly been revisioned since the original "Uptown" plan was abandoned over the past several years.

At that meeting, and subsequently at the February 8th meeting of the Planning and Zoning Commission, it was agreed that a steering committee made up of citizens, property owners, business owners, city officials and various other stakeholders would be assembled to lead a discussion in our community about the future development of the Town Square, Technology, and Post Rd triangle and report out a detailed vision for guiding the orderly development throughout the corridors.

The vision should help determine proper and congruent land uses that will create a fully developed corridor that creates the most valuable impact on our community, supporting the long term viability and sustainability of our neighborhoods and our city as a whole.

The committee itself should represent a cross section of the community that is looking to engage in an organic, fluid, and open process that first seeks to educate itself, but then also educate the broader community on its findings.

The attached document is the enacting resolution forming the board and setting basic parameters for its operation. After the Board is appointed, the committee itself will exercise its freedom to explore these issues within the guidelines expressed in the resolution. I will also be coming back to the Board in the next months for a contract to engage a consultant to assist in this project, however I felt it is important for the committee to have input on this once they are established.

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

The parameters of the RFP will likely dictate whether there is a positive or negative impact over the current budget.

RBA requested by: James W. Knowles III

Date 4/28/2023

RESOLUTION NO. 369

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, ESTABLISHING A TOWN SQUARE VISIONING COMMITTEE

WHEREAS, the City of Dardenne Prairie, Missouri (the "City"), is required by Section 89.340, RSMo., to create and adopt a Comprehensive Plan for the physical development of the City ; and

WHEREAS, Consistent with the 2020 Comprehensive Plan, the Board of Aldermen recognizes that the current retail development along Town Square Avenue includes the most significant commercial development, and retail sales tax base, in the City; and

WHEREAS, the 2020 Comprehensive Plan does not identify specific goals and objectives for the area along Town Square Avenue from Winghaven Blvd to Highway N, along Technology Drive from Town Square Avenue to Post Rd, and along Post Rd From Technology to the intersection of Town Square Avenue (the "Town Square Area"); and

WHEREAS, the Board of Aldermen desires to develop goals and objectives for the future development of the Town Square Area, and would like to seek input from area leaders and City residents;

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

SECTION 1. Committee Established. The Board of Aldermen of the City of Dardenne Prairie, Missouri, hereby establishes the Town Square Visioning Committee, whose members shall be selected, serve and have the duties set forth in this Resolution.

SECTION 2. Membership. The Town Square Visioning Committee shall be appointed by the Mayor with the consent of the Board of Aldermen, and shall be comprised of no less than nine (9) members nor more than thirteen (13) members, whose membership shall consist of:

1. One (1) member of the Board of Aldermen;
2. One (1) member of the Planning and Zoning Commission;
3. Three (3) citizen members residing in each off the City's three (3) wards; and
4. No less than (4) members representing parties of interest, including, but not limited to: owners of property within or near the Town Square Area, owners of businesses within or near the Town Square Area, real estate professionals, developers, an educational institution, emergency services district, financial institution or chamber of commerce.

SECTION 3. Duties. The Town Square Visioning Committee shall assist the City, and its consultants, in conducting a comprehensive short, intermediate, and long-range planning vision for the Town Square Area. The Committee will consider land uses, infrastructure improvements, and development types that support the long-term sustainability of the Dardenne Town Square retail development; as well as the long-term financial and economic viability of the City of Dardenne Prairie as a whole. The Committee, with the assistance of City employees and consultants, will report its findings and recommendations to the Board of Alderman for acceptance and possible referral to the Planning and Zoning Commission for consideration to be integrated into the City's Comprehensive Plan. The function of the Town Square Visioning Committee is advisory only, and the Committee shall not have the responsibilities otherwise delegated to the Planning and Zoning Commission, and shall not have any administrative, legislative or judicial responsibilities. The Town Square Visioning Committee shall terminate and be dissolved after submission of a report of its findings and recommendations to the Board of Alderman, or six months after its first meeting, whichever shall occur first.

SECTION 4. Effective Date. This Resolution shall be in full force and effect immediately upon its adoption.

Read and adopted this ____ day of _____, 2023.

As Presiding Officer and Mayor

Attest: _____
City Clerk

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE,
MISSOURI, ANNEXING CERTAIN ADJACENT
PROPERTY GENERALLY LOCATED AT 1436 FEISE
ROAD INTO THE CITY AND AUTHORIZING THE CITY
ADMINISTRATOR TO NEGOTIATE AND EXECUTE AN
ANNEXATION AGREEMENT WITH JASON L.
HOWERTON AND MOLLY A. HOWERTON**

WHEREAS, Jason L. Howerton and Molly A. Howerton, husband and wife, (the “Owners”), are the Owners of all fee interests of record of certain real property generally located at 1436 Feise Road in St. Charles County, Missouri, which is legally described on **Exhibit A**, attached hereto and incorporated by reference herein (the “Property”), have expressed interest in voluntarily annexing the Property into the City of Dardenne Prairie, Missouri (the “City”); and

WHEREAS, pursuant to the provisions of Section 71.014, RSMo., as amended, the City, “[...] may annex unincorporated areas which are contiguous and compact to the existing corporate limits upon notarized petition requesting such annexation signed by the owners of all fee interests of record in all tracts located within the area to be annexed[;]” and

WHEREAS, on _____, 20__, a Notarized Petition for Voluntary Annexation, signed by the Owners, requesting voluntary annexation of the Property into the City was filed with the City and is attached hereto as **Exhibit B** and incorporated by reference herein; and

WHEREAS, the Property is contiguous and compact to the existing corporate limits of the City; and

WHEREAS, the City is able to furnish normal municipal services to the Property within a reasonable time after annexation; and

WHEREAS, the Board of Aldermen of the City (the “Board of Aldermen”) does hereby find and determine that annexation of the Property into the City is reasonable and necessary to the proper development of the City; and

WHEREAS, the Board of Aldermen desires to enter into an Annexation Agreement with the Owners;

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

SECTION 1. Pursuant to the provisions of Section 71.014, RSMo., as amended, the property generally located at 1436 Feise Road, legally described on **Exhibit A**, attached hereto

and incorporated by reference herein, is hereby annexed into the City of Dardenne Prairie, Missouri.

SECTION 2. The boundaries of the City of Dardenne Prairie, Missouri, are hereby altered so as to encompass the property generally located at 1436 Feise Road, legally described in **Exhibit A**, which lies adjacent and contiguous to the present corporate limits of the City of Dardenne Prairie, Missouri.

SECTION 3. The property generally located at 1436 Feise Road, legally described in **Exhibit A** shall be part of Ward 1 of the City of Dardenne Prairie, Missouri.

SECTION 4. That the form, terms, and provisions of the Annexation Agreement by and between the City of Dardenne Prairie, Missouri, and Jason L. Howerton and Molly A. Howerton, as husband and wife, attached hereto, marked as **Exhibit C**, and incorporated by reference herein (the "Agreement"), be and they hereby are approved and the City Administrator is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Agreement in substantially the form attached hereto. The City Clerk 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 5. The City Clerk of the City of Dardenne Prairie, Missouri, is hereby ordered and directed to cause three (3) certified copies of this Ordinance to be filed with the St. Charles County Registrar.

SECTION 6. 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 7. Severability Clause: If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

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

[Remainder of page left intentionally blank.]

Read two times, passed, and approved this _____ day of _____, 2023.

As Presiding Officer and as Mayor

Attest:

City Clerk

Approved this _____ day of _____, 2023.

Mayor

Attest:

City Clerk

EXHIBIT A

[Attach Legal Description]

EXHIBIT A

All of the real property described in the deed on record in the Office of the Recorder of Deeds of St. Charles County, Missouri, at Book 2568, Page 1047, and with a Parcel ID of 4-0033-S001-00-25.011, and any public rights-of-way adjacent thereto.

EXHIBIT B

[Attach Notarized Petition for Voluntary Annexation]

EXHIBIT B

CITY OF DARDENNE PRAIRIE, MISSOURI

JASON L. HOWERTON &)
MOLLY A. HOWERTON,)
Husband and Wife)
)
)
Petitioners,)

PETITION FOR VOLUNTARY ANNEXATION

Jason L. Howerton and Molly A. Howerton (“Petitioners”), hereby petition the City of Dardenne Prairie, Missouri for annexation of the real estate described on **Exhibit 1**, attached hereto, and incorporated by reference herein (the “Property”). In support of the Petition, Petitioners state:

1. Petitioners request that the Property described on **Exhibit 1** attached hereto be annexed by the City of Dardenne Prairie as permitted under § 71.014, RSMo.
2. Petitioners are the owners of all fee interests of record in Property.
3. No part of the Property is located in any incorporated municipality.
4. The length of the contiguous boundary common to the existing City limits of the City of Dardenne Prairie, Missouri and the Property is at least fifteen percent (15%) of the length of the total perimeter of the Property.
5. The Property is contiguous to and compact to the existing corporate limits of the City of Dardenne Prairie, Missouri.

WHEREFORE, Petitioner requests that the Property described on **Exhibit 1** be annexed into the corporate limits of the City of Dardenne Prairie, Missouri.

PETITIONERS:

Jason L. Howerton

Molly A. Howerton

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

On this _____ day of _____, 20_____, before me personally appeared Jason L. Howerton and Molly A. Howerton, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

Notary Public

My Commission Expires

EXHIBIT 1

All of the real property described in the deed on record in the Office of the Recorder of Deeds of St. Charles County, Missouri, at Book 2568, Page 1047, and with a Parcel ID of 4-0033-S001-00-25.011, and any public rights-of-way adjacent thereto.

EXHIBIT C

1436 Feise



03/26/2020

EXHIBIT C

[Attach Annexation Agreement]

PRE-ANNEXATION AGREEMENT

This Pre-Annexation Agreement ("Agreement") is made and entered into this ____ day of May 2022 by and among the City of Dardenne Prairie, Missouri, a municipal corporation organized and existing pursuant to the laws of the State of Missouri (the "City"); Jason L. Howerton and Molly A. Howerton, husband and wife (collectively referred to as "Owner") (sometimes collectively referred to herein as the "Parties").

WHEREAS, Owner owns certain real property located in St. Charles County, Missouri, more particularly described in **Exhibit A** attached hereto and incorporated by reference herein (the "Property"); and

WHEREAS, the Property is currently being used as a "home occupation" consisting of lawn mower and small engine repair services and a "single-family dwelling" (collectively, the "Uses"), as those terms are understood pursuant to the Unified Development Ordinance of St. Charles County, Missouri (the "UDO"), a copy of which is on file in the Office of the Registrar of St. Charles County, Missouri, and incorporated by reference as though fully set forth herein; and

WHEREAS, the unincorporated area comprising the Property is contiguous and compact to the existing corporate limits of the City; and

WHEREAS, Owner desires to enter into this Agreement in order to affirm their desire and intention to consent to and cooperate in the annexation of the Property into the City in accordance with the provisions of § 71.014, RSMo. (the "Statute"); and

WHEREAS, Owner, subject to the terms of this Agreement, being the owner of all fee interests of record in the Property, agrees to execute a verified petition requesting annexation of the Property in accordance with the terms of this Agreement, and;

NOW THEREFORE, in consideration of the mutual and reciprocal covenants and conditions contained herein and of other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, City and Owner agree, as follows:

1. **Execution of Petition.** Contemporaneously with the execution of this Agreement, the Owner shall submit to the City a verified petition for voluntary annexation in the form attached hereto as **Exhibit B**, and incorporated by reference herein (the "Petition"), in accordance with the Statute, providing for the annexation of the Property into the City.

2. **Obligations of the Board.** Upon receipt of the Petition, the City shall expeditiously proceed with all steps necessary and appropriate to carry out the terms of the Agreement and to provide for the annexation of the Property into the City, including, without limitation, the prompt introduction by the City of such resolutions and ordinances as may be necessary or convenient.

3. **Zoning and Development.** Upon application by the Owner, the City will favorably consider taking such action as is necessary to zone the Property as "R-1B" Single-Family

Residential District pursuant to the Municipal Code of the City of Dardenne Prairie, Missouri, said ordinance being incorporated as though fully set forth herein (the "City Code"). Notwithstanding the foregoing, if the Owner does not apply for rezoning of the Property consistent with this section within eighteen (18) months from the date of this Agreement, the City may, at its sole discretion, and the Owner hereby consents to, rezone the Property consistent with the City Code. Upon the City rezoning the property, the Uses shall be valid non-conforming uses subject to the provisions of Article VII of Chapter 405 of the City Code and section 4 of this Agreement (the "Non-conforming Use").

4. **Permits and Approvals.** The City will review, consider and issue all permits and approvals with respect to the land in as timely a manner as practicable, or will enumerate in writing the reasons, if any, why any such permit or approval may not be issued, so that the Owner may efficiently pursue the development of the Property.

5. **Obligation of City Upon Annexation.** Upon approval of this Agreement, City, by its duly authorized officers, agrees to extend and provide to the Property such City services and/or City utilities as are presently provided to other owners of real property located within the City.

6. **City's Failure to Perform/Owners' Option to Deannex.** If the City for any reason fails to perform any of the City's obligations pursuant to this Agreement, the Owner may, to the extent permitted by law, terminate this Agreement and seek deannexation of the Property from the City, which deannexation the City agrees not to oppose.

7. **Notices.** Any notices permitted or required under this Agreement shall be deemed given upon the date of personal delivery or 48 hours after deposit in the United States mail, postage fully prepaid, return receipt requested, addressed to City at:

City Administrator
City of Dardenne Prairie
2032 Hanley Road
Dardenne Prairie, Missouri 63366

with a copy to:

John A. Young
Hamilton Weber LLC
200 North Third Street
Saint Charles, Missouri 63301

addressed to Owners:

Jason L. and Molly Howerton
1436 Feise Road
Dardenne Prairie, Missouri 63368

or at any other address as any party may, from time to time, designate by notice given in compliance with this section.

8. **Time.** Time is of the essence of this Agreement.

9. **Survival.** Any of the terms and covenants contained in this Agreement which require the performance of either party after consummation of the annexation shall survive consummation of the annexation.

10. **Waiver.** Failure of either party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of any provision or a waiver of the provision itself for any other provision.

11. **Law Governing.** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

12. **Attorneys' Fees.** In the event suit or action is brought by any party under this Agreement to enforce any of its terms, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorneys' fees to be fixed by the trial court or appellate court.

13. **Presumption.** Neither this Agreement nor any section thereof shall be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.

14. **Computation of Time.** In computing any period of time pursuant to this Agreement, the day of the act, event or default from which the designated period of time begins to run shall be included, unless it is a Saturday, Sunday or a legal holiday, in which event the period shall begin to run on the next day which is not a Saturday, Sunday or a legal holiday, in which event the period shall run until the end of the next day thereafter which is not a Saturday, Sunday or legal holiday.

15. **Titles and Captions.** All article, section and paragraph titles or captions contained in this Agreement are for convenience only and shall neither be deemed part of the context nor affect the interpretation of this Agreement.

16. **Pronouns and Plurals.** All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require.

17. **Entire Agreement.** This Agreement contains the entire understanding between and among the Parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

18. **Prior Agreements.** This document is the entire, final and complete agreement of the Parties pertaining to the agreement to annex the Property, and supersedes and replaces all prior or existing written and oral agreements between the Parties or their representatives relating to the Property.

19. **Agreement Binding.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties hereto. This Agreement shall run with the land and shall apply to all persons hereinafter acquiring interest in the Property.

20. **Further Action.** The Parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

21. **Good Faith, Cooperation and Due Diligence.** The Parties hereto covenant, warrant and represent to each other good faith, complete cooperation, due diligence and honesty in fact in the performance of all obligations of the Parties pursuant to this Agreement. All promises and covenants are mutual and dependent.

22. **Counterparts.** This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all the Parties hereto even though all the Parties are not signatories to the original or the same counterpart.

23. **Parties in Interest.** Nothing herein shall be construed to be to the benefit of any third party, nor is it intended that any provision shall be for the benefit of any third party.

24. **Savings Clause.** If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

25. **Separate Counsel.** The Parties acknowledge that the City has been represented in this transaction by John A. Young and Hazelwood & Weber LLC, and that Owners expressly acknowledge that they had the opportunity to seek, obtain and consult with their own separate counsel in relation to this transaction.

26. **Recording.** This Agreement and the Ordinance of the City of Dardenne Prairie, Missouri, approving same, shall be recorded in the Office of the Recorder of Deeds of St. Charles County, Missouri.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT
AS ____ DAY OF _____, 2022.

CITY

OWNER:

By _____
James Knowles III, City Administrator

Jason L. Howerton

Molly A. Howerton

Attest:

Kimberlie Clark, City Clerk

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

On this _____ day of _____, 20_____, before me personally appeared Jason L. Howerton and Molly A. Howerton, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

Notary Public

My Commission Expires

EXHIBIT A

All of the real property described in the deed on record in the Office of the Recorder of Deeds of St. Charles County, Missouri, at Book 2568, Page 1047, and with a Parcel ID of 4-0033-S001-00-25.011, and any public rights-of-way adjacent thereto.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI,
PROVIDING FOR THE REZONING OF APPROXIMATELY 1.59 ACRES
OF LAND COMMONLY KNOWN AS 1755 HANLEY ROAD FROM "R-
1A" SINGLE FAMILY RESIDENTIAL DISTRICT TO "R-1B" SINGLE
FAMILY RESIDENTIAL DISTRICT**

WHEREAS, a rezoning application, a copy of which is attached hereto as **Exhibit A** and incorporated reference herein (the "Application"), was submitted to the City of Dardenne Prairie by John Henke (the "Applicant") for the rezoning of approximately 1.59 acres of land commonly known as 1755 Hanley Road, and more particularly described in **Exhibit B**, attached hereto and incorporated by reference herein (the "Property"), and owned by John and Julie Henke (the "Owners"); and

WHEREAS, the Application was referred to the Planning and Zoning Commission of the City; and

WHEREAS, the Planning and Zoning Commission considered the proposed rezoning of the Property from "R-1A" Single-Family Residential District to "R-1B" Single-Family Residential District, and recommended approval of such rezoning to the Board of Aldermen of the City; and

WHEREAS, the Board of Aldermen and the Planning and Zoning Commission each held Public Hearings on the proposed rezoning; and

WHEREAS, at such public Hearings all persons-in-interest and other citizens were given an opportunity to be heard on the proposed rezoning; and

WHEREAS, after careful consideration, the Board of Aldermen hereby finds and determines that amending the City's Zoning Map consistent with the Application is in the interest of the public health, safety and welfare of the City.

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

SECTION 1. That after proper notice in accordance with the ordinances of this City and applicable laws of the State of Missouri, a public hearing was held with regard to the rezoning of a certain tract of land generally located at 1755 Hanley Road in the City, and more particularly described in **Exhibit B**, attached hereto and incorporated by reference herein (the "Property"), first before the Planning and Zoning Commission and then the Board of Aldermen of the City of Dardenne Prairie, Missouri, and approval is hereby granted to rezone such Property from "R-1A" Single-Family Residential District to "R-1B" Single-Family Residential District.

SECTION 2. That, pursuant to the Municipal Code of the City of Dardenne Prairie, Missouri, the City Engineer is hereby directed to amend the official Zoning Map of the City consistent with Section 1 of this Ordinance.

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

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

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

Read two (2) times, passed, and approved this _____ day of _____, 2023.

As Presiding Officer and as Mayor

Attest:

City Clerk

Approved this _____ day of _____, 2023.

Mayor

Attest:

City Clerk

Exhibit A

[Attach Application for Rezoning]

DARDENNE



PRAIRIE

PAID

MAR 01 2023
141 CASH \$920

Rec 23-2368

City Hall
2032 Hanley Road
Dardenne Prairie, MO 63368
Phone 636.681.1718
Fax 636.625.0077

REZONING REQUEST

CITY OF DARDENNE PRAIRIE, MISSOURI

www.DardennePrairie.org

APPLICANT:

John Henke

Company Name

Printed Name, Title

1755 Hanley Rd O'Fallon Mo 63368

Street Address

1755 Hanley Rd O'Fallon Mo 63368

City/State/Zip Code

636-485-6525

Telephone

Facsimile

JA HENKE 13@GMAIL.COM

Email Address

STREET ADDRESS OF REZONING: 1755 Hanley Rd

OWNER (attach additional):

Julie Henke

Printed Name

John Henke

Printed Name

1755 Hanley Rd

Street Address

O'Fallon Mo 63368

City/State/Zip Code

636-485-6525

Telephone

Facsimile

JA HENKE 13@GMAIL.COM

Email Address

Contract Purchaser/Developer:

Company Name

Printed Name, Title

Street Address

City/State/Zip Code

Telephone

Facsimile

Email Address

LEGAL DESCRIPTION OF PROPERTY (other than address)

1.59 acre

EXISTING ZONING: R1A

PROPOSED ZONING: R1B

PROPOSED USE: home lot

NO. UNITS: one

REZONING REQUEST APPLICATION FEE SUBMITTED: \$920

☒ **CHECKLIST TO COMPLETE THIS APPLICATION**

- ☐ Provide two (2) folded copies of a scaled map of the property, correlated with the legal description and clearly showing the location of the property.
Additional copies for distribution to Planning and Zoning Commission and Board of Aldermen members will be requested upon review by the City Engineer..
- ☐ Electronic and paper copy of legal description of the property are provided. Electronic files may be sent via email to the City Engineer (engineer@dardenneprairie.org).
- ☒ Provide a list of the names and mailing addresses of property owners with property within an area determined by lines drawn parallel to and three hundred (300) feet distant from the boundaries of the subject property. Electronic files may be sent via email to the City Engineer (engineer@dardenneprairie.org).
- ☐ A good faith effort shall be made by the petitioner to notify by mail all property owners known to the petitioner whose property is within an area determined by lines drawn parallel to and three hundred (300) feet distant from the subject property of the time and place of the public hearings. Such notices shall be postmarked at least fifteen (15) days prior to the date of the hearings.

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

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


Please Note:

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

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

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

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

_____ Applicant's Signature	_____ Date
 Owner's Signature	<u>3/1/23</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.

Exhibit B

[Attach Legal Description of Property]

SITE PROPERTY DESCRIPTION

A TRACT OF LAND BEING PART OF FRACTIONAL SECTION 35, TOWNSHIP 47 NORTH, RANGE 2 EAST OF THE FIFTH PRINCIPAL MERIDIAN, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID FRACTIONAL SECTION 35; THENCE ALONG THE SOUTH LINE OF SAID FRACTIONAL SECTION 35, NORTH 89 DEGREES 46 MINUTES 11 SECONDS WEST 217.00 FEET TO A FOUND IRON PIPE AT THE SOUTHEAST CORNER OF LOT 15 OF "LAKE SAINT LOUIS COUNTRY CLUB GREENS PLAT ONE", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 24, PAGE 192 OF THE ST. CHARLES COUNTY RECORDS; THENCE ALONG THE EAST LINES OF LOTS 14 AND 15 OF SAID "LAKE SAINT LOUIS COUNTRY CLUB GREENS PLAT ONE", NORTH 00 DEGREES 51 MINUTES 38 SECONDS EAST 320.70 FEET TO A FOUND IRON PIPE ON THE SOUTH LINE OF PART OF THE COMMON GROUND OF SAID "LAKE SAINT LOUIS COUNTRY CLUB GREENS PLAT ONE"; THENCE ALONG SAID SOUTH LINE, SOUTH 89 DEGREES 47 MINUTES 30 SECONDS EAST 217.00 FEET TO A FOUND IRON PIPE ON THE EAST LINE OF THE AFORESAID FRACTIONAL SECTION 35; THENCE ALONG SAID EAST LINE, SOUTH 00 DEGREES 51 MINUTES 23 SECONDS WEST 320.78 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.60 ACRES.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE,
MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO
NEGOTIATE AND EXECUTE A PROFESSIONAL SERVICES
AGREEMENT WITH BRUNETTE ENTERPRISES, LLC, FOR
THE MANAGEMENT AND OPERATION OF THE CITY'S
CONCESSION STAND FACILITY AT CITY HALL PARK**

WHEREAS, Section 70.220, RSMo., provides that “[a]ny municipality or political subdivision of this state [...] may contract and cooperate with [...] any private person, firm, association or corporation [...] for a common service[;]” and

WHEREAS, on May 4, 2018, the City of Dardenne Prairie, Missouri, (the “City”), and Brunette Enterprises, LLC, entered into a Concession Management and Operations Contract (the “First Agreement”) for the right to manage and operate the City’s Concession Facility at City Hall Park for the 2020 and 2021 seasons, with an option for the City to extend the First Agreement for the 2022 season; and

WHEREAS, on March 3rd, 2021, the City and Brunette Enterprises, LLC, entered into a First Amendment to the Concession and Management Operation Contract; and

WHEREAS, the City exercised its option to continue the First Agreement, as amended, into the 2022 season, and now wishes to enter into a new agreement; and

WHEREAS, the City finds and determines that Brunette Enterprises, LLC, is qualified to provide concession services, and that it is in the best interest of the residents of the City to authorize a new agreement by and between the City and Brunette Enterprises, LLC, for the right to manage and operate the City’s Concession Facility at City Hall Park.

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

SECTION 1. That the from, terms, and provisions of the Professional Services Agreement for Concession Stand Services at City Hall Park by and between the City of Dardenne Prairie, Missouri, and Brunette Enterprises, LLC, attached hereto, marked as **Exhibit A**, and incorporated by reference herein (the “Agreement”), be and hereby are approved and the City Administrator is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Agreement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Agreement and other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Agreement and Ordinance.

SECTION 2. Effective Date: This Ordinance shall be in full force and take effect from and after its final passage and approval.

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.

Read two times, passed, and approved this _____ day of _____, 2023.

As Presiding Officer and as Mayor

Attest:

City Clerk

Approved this _____ day of _____, 2023.

Mayor

Attest:

City Clerk

Exhibit A

Professional Services Agreement for Concession Stand Services at City Hall Park

This Professional Services Agreement for Concession Stand Services at City Hall Park ("Agreement"), by and between the City of Dardenne, Prairie, Missouri, a municipal corporation and city of the fourth class (hereinafter "City") and Brunette Enterprises, LLC, a Missouri Limited Liability Company (hereinafter "Concessionaire"), (Collectively referred to as "Parties"), is dated effective this ____ day of _____, 2023.

WHEREAS, The City seeks the temporary professional services of a skilled independent contractor capable of working without direct supervision, to provide food and beverage services to the general public at the City's Concession Facility at City Hall Park; and

WHEREAS, the Concessionaire has the requisite skill and experience necessary to provide such services.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Concessionaire agree as follows:

1. Services.

1.1. **General.** The Concessionaire shall have the responsibility to equip and operate the City's Concession Facility located at City Hall Park ("Concession Stand") in a manner consistent with the accepted practice for other similar services, performed at the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the City Administrator or his designee(s).

1.2. **Hours of Operation.** The Concession Stand shall be open during the times and dates listed below, and at any mutually agreed upon times during which City Hall Park and the Concession Stand are open. Any such shutdowns because of weather or mechanical failure shall not affect the per annum Compensation due to the City provided for in this Agreement. At a minimum, Concessionaire shall provide for the operation and management of the Concession Stand from April 1st through November 30th (the "Season"), during the following hours of operation: (1) Saturdays and Sundays, 12:00 p.m. to 5:00 p.m.; (2) Monday through Friday, 4:00 p.m. through 10:00 p.m., or one (1) hour prior to the first scheduled game to be played on the field immediately adjacent to City Hall Park and thirty (30) minutes after the conclusion of the last game, whichever is greater. The Concessionaire shall be responsible for obtaining game times and schedules. The Concessionaire may have hours of operation in excess of those described above, but only upon prior written consent of the City Administrator, or such other person designated by the City. The Concessionaire shall have the hours of operation posted in a conspicuous place on the Concession Stand as approved by the City Administrator.

1.3. **Opening and Closing of Concession Stand.** The Concessionaire shall be responsible for opening and closing the Concession Stand at the beginning and end of the Season, as herein

specified, or as extended by mutual agreement between the Concessionaire and the City, and shall perform and furnish the following services:

Opening the Concession Stand

At the beginning of the Season, Concessionaire will prepare to open the Concession Stand by completing the following services:

1. Complete check of all plumbing and electrical components.
2. Test and inspect all equipment.
3. Have Concession Stand ready at least ten (10) days before opening date.
4. Report to the City any identified operational issues.
5. Establish all accounts with all vendors necessary for the operation of the Concession Stand. Concessionaire shall be responsible for the ordering of all supplies and food and the payment to all vendors providing supplies and food.
6. Establish and make arrangement for delivery times for all supplies, food, goods and materials for the Concession Stand. City will not accept deliveries on Concessionaire's behalf. Deliveries shall be scheduled so as not to disrupt the normal operations of the City Hall Park or City Hall. Vehicles are prohibited from driving on City sidewalks to make deliveries

Closing the Concession Stand

At the end of the Season, as herein specific or as extended by mutual agreement between the Parties, Concessionaire will clean all equipment and organize the Concession Stand.

An inspection shall be conducted immediately upon conclusion of the Season, and the Concessionaire shall submit a written report detailing the findings of such inspection to the City Administrator, and the City Administrator, in his sole discretion, may cause to be completed an independent inspection to verify the submitted report.

1.4. Concessionaire's Responsibility for Costs. The Concessionaire will assume all of the following cost of operation: (1) food; (2) printing; (3) labor; (4) employee benefits and insurance, if applicable; (5) office expenses and postage; (6) computer/cash register expenses; (7) paper goods and disposables; (8) uniforms; (9) miscellaneous supplies and services; (10) licenses, permits and taxes; (11) food service area custodial services; (12) signage; (13) janitorial supplies to clean the Concession Stand.

1.5. Responsibility for Charges to the City. The City will assume the following costs: (1) general maintenance and repair of the Concession Stand, except as otherwise provided in paragraphs 4.4 and 4.5 of this Agreement; (2) trash and garbage disposal; (3) pest control; and (4) utilities.

1.6. Food Specifications. All food, beverage or other products offered for sale by Concessionaire to the public shall be approved in writing by the City prior to distribution or sale of any such products. Concessionaire shall comply with any reasonable requests made by

the City to either add or eliminate certain types of food, beverage or other products. Minimum raw food requirements will be USDA Grade Choice; USDA 1; USDA Grade A; #1 Quality; and/or Grade A Fancy, depending on the product. All other food shall be of a comparable quality.

1.7. Pricing. All pricing of any food, beverage or other product as set forth in **Exhibit A** attached hereto and incorporated by this reference, must be competitive and must be approved in writing by the City. Concessionaire may not change any pricing without the City's prior written consent, which consent may not be unreasonably withheld.

1.8. Personnel/Staffing. Concessionaire will be responsible for staffing the Concession Stand for operations. All staff must adhere to the following:

(i) Concessionaire will furnish sufficient and competent personnel for the operation of a safe and sanitary Concession Stand at all times the Concession Stand is in use. All such personnel shall be neat, clean, and sanitary in appearance and courteous to the users of the Concession Stand. **All personnel must be uniformly identified at all times.** All personnel employed by Concessionaire in the performance of this Agreement shall be employees of the Concessionaire.

(ii) One staff person shall be designated as the concession manager whenever the Concession Stand is in operation. All employees must be at least 16 years of age, and Concessionaire must follow the child labor laws as established by and outlined in the Fair Labor Standards Act.

(iii) The Concessionaire shall replace any personnel deemed unsatisfactory by the City and shall replace such personnel within seven (7) days of receiving written notice from the City.

(iv) Said personnel will be furnished in a manner to operate the Concession Stand in the safest and most efficient manner possible and in the best interest of the City. The City reserves the right to approve or disapprove any proposed staffing schedule. All personnel employed by the Concessionaire in the performance of fulfilling a contract for the operation and management of the Concession Stand shall be considered employees of the Concessionaire and not of the City.

(v) The Concessionaire shall provide the City a final complete list of management level employees, ten (10) days prior to the beginning of the Season. This list shall include the names, addresses and phone numbers of each of the managers.

(vi) The Concessionaire agrees to provide a drug free workplace.

(vii) It is the responsibility of the Concessionaire to make certain that its officers, employees and agents have submitted to a criminal background check prior to beginning work at the Concession Stand. All costs therefore shall be borne by the Concessionaire. Copies of all criminal background checks shall be forwarded to the City.

(viii) Concessionaire and all of its employees, agents, or representatives shall provide the highest quality of customer service and shall treat all customers with courtesy and respect.

(ix) Concessionaire shall provide a training program for its employees, agents, or representatives for the development of the skills and techniques necessary to perform its obligations under this Agreement including but not limited to promoting customer service, produce and service presentation, cleanliness, positive attitude and promoting the City's philosophy and policy.

1.9 Health and Safety Standards. The Concessionaire shall meet all Health and Safety Standards regulations set forth by Ordinance of the City of Dardenne Prairie and St. Charles County, Missouri. The Concession Stand will be maintained in a clean and orderly fashion, and the operation shall be in accordance with all the rules and regulations of the Health Department of the State of Missouri and St. Charles County. The Concessionaire is required to place and have available during all operations a first aid kit.

1.10 Operational Supplies. Concessionaire shall furnish all chemicals, first-aid supplies, cleaning agents, tools, materials, equipment, trash bags, paper towels, napkins, hand soap, dish soap, janitorial supplies, light bulbs, etc. for the Concession Stand during the term of this Agreement. The City will provide the Concessionaire three (3) sets of keys for locks that access the Concession Stand. Concessionaire is expressly prohibited from duplicating keys. Additional keys may be provided at the sole discretion of the City. Concessionaire is responsible for keeping a master list of who has been issued keys. In the event keys have been duplicated or the Concessionaire is unable to return all keys issued, Concessionaire will be responsible for any and all costs incurred by the City to re-key the entire Concession Stand.

2. Term.

This Agreement is effective for the 2023 and 2024 Seasons, as that term defined in paragraph 1.2 of this Agreement, and may be extended by the City, in its sole discretion, for the 2025 Season, under the same terms and conditions. This Agreement may be extended for additional periods of time beyond the Term upon the mutual written agreement of the City and the Concessionaire.

3. Termination.

The City may terminate this Agreement immediately, with or without cause and with a thirty (30) day notice.

4. Concession Equipment.

4.1 Delivery. Concessionaire agrees to deliver and/or install, within two (2) weeks from the execution of this Agreement, at its sole cost and expense, the concession facilities,

machines and equipment described in Exhibit B attached hereto and incorporated by this reference ("Concession Equipment").

4.2 Alterations. Concessionaire shall not make any alterations, additions or improvements to the Concession Stand or to the Concession Equipment without the City's prior written consent, which consent may not be unreasonably withheld. In the event the City consents to the making of any alterations, additions or improvements to the Concession Stand and/or Concession Equipment, the same shall be made at Concessionaire's sole cost and expense, and in the event such alterations, additions or improvements are made to a structure, building or other improvement attached to the real property, the same will become a part of the real property and be surrendered to the City upon the termination of this Agreement. The City has no obligation to alter, remodel, improve, repair, decorate or paint the Concession Stand.

4.3 Removal of Equipment. In the event the City notifies Concessionaire that it desires the removal of the Concession Equipment at any time, Concessionaire shall, at its sole cost and expense, remove the Concession Equipment and repair any damage to the real property caused by such removal within thirty (30) days.

4.4 Maintenance. Concessionaire shall, at its sole cost and expense, maintain the Concession Stand and Concession Equipment and the surrounding real property in good condition and repair, including, but not limited to, maintaining the Concession Stand in a neat, clean and sanitary condition and removing all garbage, trash or other debris on a regular basis and placing it in the dumpsters or containers as provided by the City. The City shall remove from the premises all such garbage, trash or other debris, provided it has been placed in the dumpsters or containers by the Concessionaire.

4.5 Damage to Concession Stand. If the Concession Stand or any part thereof is damaged by any cause other than the sole negligence of the City, its employees or agents, Concessionaire shall, at its sole cost and expense, restore the Concession Stand to a condition equivalent to or better than their condition immediately prior to such damage.

4.6 City Reimbursement. In the event Concessionaire fails to remove the Concession Equipment pursuant to paragraph 4.3, maintain the Concession Stand or Concession Equipment pursuant to paragraph 4.4, or repair the Concession Stand pursuant to paragraph 4.5, the City may, but in no event is the City obligated to, remove the Concession Equipment or perform the maintenance or repair and the Concessionaire shall, upon demand, immediately pay the City the costs and expenses of such removal, maintenance or repair. In the event Concessionaire fails to comply with the terms of this paragraph, the City may confiscate the Concession Equipment or any part thereof and sell the same, the proceeds of which sale will be credited against any costs or expenses incurred by the City. The sale of the Concession Equipment shall not constitute an election of remedies by the City but will be in addition to any remedies available to the City at law, in equity, by statute or under this Agreement.

4.7 Utilities, Taxes and Expenses. Concessionaire shall pay all costs and expenses associated with the operation of the Concession Stand other than utility expenses for water and power, which will be paid by the City. Concessionaire shall pay directly, before delinquency,

any and all taxes levied or assessed upon its leasehold improvements, equipment, furniture, fixtures and personal property located on the City's property.

4.8 Operational Supplies. Concessionaire shall furnish all chemicals, first-aid supplies, cleaning agents, tools, materials, equipment, trash bags, paper towels, napkins, hand soap, dish soap, janitorial supplies, light bulbs, etc. for the Concession Stand during the term of this Agreement. The City will provide the Concessionaire three (3) sets of keys for locks that access the Concession Stand. Concessionaire is expressly prohibited from duplicating keys. Additional keys may be provided at the sole discretion of the City. Concessionaire is responsible for keeping a master list of who has been issued keys. In the event keys have been duplicated or the Concessionaire is unable to return all keys issued, Concessionaire will be responsible for any and all costs incurred by the City to re-key the entire Concession Stand.

5. Compensation.

5.1 Compensation to the City. The Concessionaire shall pay to the City for the right to provide Services at the Concession Stand at City Hall Park the sum of Two Thousand and 00/100 Dollars (\$2,000.00) per annum ("Compensation"), payable in U.S. Dollars, without notice or demand from the City, on or before the 1st (first) Day of May each year ("Due Date") during the Term of the Contract.

5.2 Late Fee. The Concessionaire acknowledges and agrees that late payment of the Compensation to the City will cause the City to incur costs not contemplated by this Agreement, the exact amount of which will be difficult to ascertain. The Concessionaire hereby covenants and agrees that if Compensation is not received by the City in full on or before its respective Due Date, Concessionaire shall pay to the City a late fee equal to fifty and 00/100 dollars (\$50.00) per day for each and every day such Compensation remains unpaid beyond the Due Date therefor, or the maximum amount permitted by law, until such Compensation is paid in full, without demand the same being hereby waived and without any set-off or deduction whatsoever.

5.3 Payment. All payments by the Concessionaire to the City pursuant to any provision of this Agreement shall be paid to:

Attn: City Treasurer
City of Dardenne Prairie, Missouri
2032 Hanley Road
Dardenne Prairie, Missouri 63368

5.4 Concessionaire Responsible for Taxes. The Concessionaire shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance of this Agreement.

6. Compliance with Laws.

Concessionaire shall comply with and perform the Services in accordance with all applicable federal, state, and City laws including, without limitation, all City codes, ordinances, resolutions, standards and policies, as now existing or hereafter adopted or amended, including but not limited to the following:

- (i) Federal, state and local health, safety and licensing laws relating to the sale of concession goods; and
- (ii) Provisions of the Municipal Code of the City of Dardenne Prairie requiring any person or entity doing business in the City to obtain a business license.

7. Warranty.

The Concessionaire warrants that it has the requisite training, skill and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being registered to do business in the City of Dardenne Prairie by obtaining a City of Dardenne Prairie business license.

8. Independent Contractor/Conflict of Interest.

It is the intention and understanding of the Parties that the Concessionaire shall be an independent contractor and that the City shall be neither liable nor obligated to pay Concessionaire sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Concessionaire shall pay all income and other taxes as due. Industrial or any other insurance, which is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Concessionaire, shall not be deemed to convert this Agreement to an employment contract. It is recognized that Concessionaire may be performing professional services during the Term for other parties; provided, however, that such performance of other services shall not conflict with or interfere with Concessionaire's ability to perform the Services. Concessionaire agrees to resolve any such conflicts of interest in favor of the City.

9. Indemnification.

9.1 Concessionaire Indemnification. The Concessionaire agrees to indemnify, defend, and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of the Concessionaire, its partners, shareholders, agents, employees, or by the Concessionaire's breach of this Agreement. Concessionaire's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs.

9.2 City Indemnification. The City agrees to indemnify defend, and hold the Concessionaire, its officers, directors, shareholders, partners, employees, and agents harmless from any and all claims, demands, losses, actions and liabilities (including costs and attorney fees) to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with this Agreement to the extent solely caused by the negligent acts, errors, or omissions of the City, its employees or agents.

9.3 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

10. Equal Opportunity Employer.

In all Concessionaire's activities, including the performance of the services and all hiring and employment made possible by or resulting from this Agreement, there shall be no discrimination by Concessionaire or by Concessionaire's employees, agents, subcontractors or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Concessionaire shall not violate any of the terms of Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding non-discrimination. Any material violation of this provision shall be grounds for termination of this Agreement by the City and, in the case of the Concessionaire's breach, may result in ineligibility for further City agreements.

11. Insurance.

11.1 The Concessionaire agrees to carry as a minimum, the following insurance, in such forms and with such carriers who have a rating, which is satisfactory to the City:

- (i) Workers' compensation and employer's liability Insurance In amounts sufficient pursuant to the laws of the State of Missouri;
- (ii) A comprehensive commercial general liability insurance policy to include premises/operations, products, personal injury, completed operations, incidental malpractice, and contractual coverages with a minimum limits of three million dollars (\$3,000,000.00) combined for any single occurrence and one million dollars (\$1,000,000.00) for any single person per occurrence and for property damage. .
- (iii) Automobile liability insurance with combined single limits of liability not less than \$500,000 for bodily injury, including personal injury or death and property damage.

11.2 An insurance company having an AM Best and Company Rating of at least A+ must write the above coverage. Said liability and insurance must cover the premises on which the Concession Stand is located and all of the activities pertaining to the Concessionaire.

11.3 The City shall be named as additional insured on all such insurance policies, with the exception of workers' compensation coverage. Concessionaire shall provide certificates of insurance, concurrent with the execution of this Agreement, evidencing such coverage and, at City's request, furnish the City with copies of all insurance policies and with evidence of payment of premiums or fees of such policies. All insurance policies shall contain a clause of endorsement providing that they may not be terminated or materially amended during the Term of this Agreement, except after thirty (30) days prior written notice to the City. If Concessionaire's insurance policies are "claims made" or "claims paid", Concessionaire shall be required to maintain tail coverage for a minimum period of three (3) years from the date this Agreement is actually terminated. Concessionaire's failure to maintain such insurance policies shall be grounds for the City's immediate termination of this Agreement.

11.4 The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

12. Exclusive Right.

This Agreement does grant Concessionaire an exclusive right to distribute its products at the Concession Stand.

13. Signs.

Concessionaire shall be limited to placing a sign on the Concession Stand only. Concessionaire shall not place any sign, notice or advertising matter on or about the City's real property, without the City's prior written consent, which consent may be withheld for any reason. If required by Municipal Code of the City of Dardenne Prairie, Concessionaire shall obtain all necessary permits in connection with any such signs.

14. General Provisions.

14.1 Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement **and no prior agreements shall be effective for any purpose.**

14.2 Modification. No provision of this Agreement, including this provision, may be amended or modified except by written agreement signed by the Parties.

14.3 Full Force and Effect. Any provision of this Agreement, which is declared invalid or illegal shall in no way, affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

14.4 Assignment. Neither the Concessionaire nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

14.5 Successors in Interest. Subject to the foregoing Subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns.

14.6 Attorney Fees. In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorneys' fees, costs and expenses. The venue for any dispute related to this Agreement shall be St. Charles County, Missouri.

14.7 No Waiver. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

14.8 Governing Law. This Agreement shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Missouri, not including the state's choice of law rules.

14.9 Authority. Each individual executing this Agreement on behalf of the City and Concessionaire represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Concessionaire or the City.

14.10 Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

The City of Dardenne Prairie:

Brunette Enterprises, Inc.:

Attn: City Clerk
2032 Hanley Road
Dardenne Prairie, MO 63368

14.11 Captions. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement.

14.12 Performance. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Concessionaire's performance of this Agreement.

14.13 Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute.

14.14 Counterparts. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

DATED the day and year set forth above.

Brunette Enterprises, LLC

By: _____

Name: _____

Title: _____

City of Dardenne Prairie, Missouri

By: _____

James Knowles, III

City Administrator

ATTEST:

City Clerk

EXHIBIT A

“Concessionaire Product Price List”

EXHIBIT B

“Concession Equipment”