

DARDENNE



PRAIRIE

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

**BOARD OF ALDERMEN
WORK SESSION AGENDA
FEBRUARY 15, 2023
6:00 p.m.**

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

ITEMS FOR DISCUSSION AND CONSIDERATION

1. Town Square Avenue Vision Process Steering Committee

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
FEBRUARY 15, 2023
7:00 p.m.**

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

Mayor Gotway
Alderman Costlow
Alderman Johnson
Alderman Reilly
Alderman Sansone
Alderman Ungerboeck
Alderman Wandling

CONSENT AGENDA

1. Board of Aldermen Minutes 02-01-23
2. Work Session Summary 02-01-23
3. Expenditures for Approval 02-15-23
4. Treasurer's Report as of October 31, 2022
5. Treasurer's Report as of November 30, 2022
6. Treasurer's Report as of December 31, 2022

ITEMS REMOVED FROM CONSENT AGENDA

OPEN FORUM

PUBLIC HEARINGS

1. P.U.D. & Rezoning Request – Area Plan for the proposed “Prairie Encore” Mixed-use Development on the approximately 14.07 acres of the land commonly known as 15765 Bryan Road and more particularly described in the P.U.D. & Rezoning Request – Area Plan application received by the City on October 3rd, 2022, on file with the City Clerk from Applicant Engenuity. (Continued from 2-1-23)

NEW BUSINESS

1. **Bill #23-06**

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE A DEPOSIT AGREEMENT GUARANTEEING LAND DISTURBANCE IMPROVEMENTS WITH LETTER OF CREDIT BY AND BETWEEN THE CITY AND 24 CONDO STL, LLC, GUARANTEEING THE CONSTRUCTION, INSTALLATION, AND COMPLETION OF CERTAIN IMPROVEMENTS WITHIN THE CONDOS AT TOWN CENTER DEVELOPMENT

2. **Bill #23-07**

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING ACCEPTING THE PROPOSAL FROM BOTZ DEAL LLC AS THE LOWEST AND BEST PROPOSAL FOR AUDITING SERVICES, AND AUTHORIZING THE MAYOR TO ENGAGE BOTZ DEAL LLC FOR AUDITING SERVICES

OLD BUSINESS

1. **Bill #22-74 (Postponed until March 1, 2023)**

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, PROVIDING FOR REZONING OF APPROXIMATELY 14.07 ACRES OF LAND FROM C-2, GENERAL COMMERCIAL DISTRICT, TO C-3, RETAIL COMMERCIAL, PLANNED UNIT DEVELOPMENT (P.U.D.) AND R-M, MULTIFAMILY RESIDENTIAL, PLANNED UNIT DEVELOPMENT (PUD); AND APPROVING AN AREA PLAN FOR THE SAME

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)

ADJOURNMENT

The City of Dardenne Prairie Board of Aldermen meeting was called to order at 7:25 p.m. The meeting was opened with the Pledge of Allegiance followed by an invocation by a member of the audience.

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 Ungerboeck, seconded by Alderman Johnson to accept the consent agenda. Motion passed unanimously.

CONSENT AGENDA

1. Board of Aldermen Minutes - 01-18-23
2. Work Session Summary - 01-18-23
3. Expenditures for Approval 01-18-23

OPEN FORUM – The following individuals were in attendance to speak:

Marcos Jovert – 634 Cruden Bay Court
Jol King – 2 Toussaint
Laura Gittermeier – 6 Jura Court
Arnie Dienoff – P.O. Box 1535, 63366
Bill Mikulas – 17 Windrose Lake Court

PUBLIC HEARINGS

1. P.U.D. & Rezoning Request – Area Plan for the proposed "Prairie Encore" Mixed-use Development on the approximately 14.07 acres of the land commonly known as 15765 Bryan Road and more particularly described in the P.U.D. & Rezoning Request – Area Plan application received by the City on October 3rd, 2022, on file with the City Clerk from Applicant Engenuity. (Continued from 1-18-23)

The following individuals were in attendance to speak on the proposal:

Laura Whitt – 7289 Van Gogh Drive
Cheryl Bratton – 620 Cruden Bay Court
Betty Morgan – 632 Cruden Bay Court
Tom Shaw Jr - 655 Timber Creek Trail
Debbie Haley – 1691 DuVall Court
Tim James – 1079 Dardenne Woods Drive
Nick Greubel – 230 Castle Stuart
Jeff Amelong – 1191 St. Theresa Lane

A motion was made by Alderman Wandling, seconded by Alderman Ungerboeck to continue the public hearing to the next meeting. Motion passed unanimously.

NEW BUSINESS

A motion was made by Alderman Ungerboeck, seconded by Alderman Wandling to read

Bill #23-03 for the first time by title only. Motion passed unanimously.

Bill #23-03

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN EQUIPMENT PURCHASE AGREEMENT FOR THE SALE OF A 3-STALL RESTROOM TRAILER

A motion was made by Alderman Ungerboeck, seconded by Alderman Costlow to read Bill #23-03 for the second time by title only. Motion passed unanimously.

A motion was made by Alderman Wandling, seconded by Alderman Ungerboeck to put Bill #23-03 to final vote. Roll call was as follows:

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

Mayor Gotway declared Bill #23-03 passed and designated it to be Ordinance #2231.

A motion was made by Alderman Ungerboeck, seconded by Alderman Johnson to read Bill #23-04 for the first time by title only. Motion passed unanimously.

Bill #23-04

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A PURCHASE ORDER WITH CLARK EQUIPMENT COMPANY D/B/A BOBCAT COMPANY FOR THE PURCHASE OF AN S66 T4 BOBCAT SKID STEER LOADER

A motion was made by Alderman Ungerboeck, seconded by Alderman Reilly to read Bill #23-04 for the second time by title only. Motion passed unanimously.

A motion was made by Alderman Ungerboeck, seconded by Alderman Costlow to put Bill #23-04 to final vote. Roll call was as follows:

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

Mayor Gotway declared Bill #23-04 passed and designated it to be Ordinance #2232.

A motion was made by Alderman Ungerboeck, seconded by Alderman Wandling to read Bill #23-05 for the first time by title only. Motion passed unanimously.

Bill #23-05

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ENGINEER, THE MAYOR, THE CITY ADMINISTRATOR AND THE CITY TREASURER TO EXECUTE A NEW PROJECT APPLICATION TO THE EAST-WEST GATEWAY COORDINATING COUNCIL FOR FINANCING OF TWO ROADWAY IMPROVEMENT PROJECTS IN THE CITY OF DARDENNE PRAIRIE AND AUTHORIZING AN EXPENDITURE FOR THE APPLICATION FEE FOR SAME

A motion was made by Alderman Ungerboeck, seconded by Alderman Johnson to amend the short title and Section 1 of Bill #23-05 to "City Engineer, the Mayor, the City Administrator and the City Treasurer" and also amend the sixth whereas and Section 2 from \$11,760.81 to \$8,309.91. Motion passed unanimously.

A motion was made by Alderman Ungerboeck, seconded by Alderman Reilly to read Bill #23-05 as amended for the second time by title only. Motion passed unanimously.

A motion was made by Alderman Ungerboeck, seconded by Alderman Costlow to put amended Bill #23-05 to final vote. Roll call was as follows:

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

Mayor Gotway declared Bill #23-05 passed and designated it to be Ordinance #2233.

OLD BUSINESS

1. Bill #22-74 (Postponed until March 1, 2023)

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, PROVIDING FOR REZONING OF APPROXIMATELY 14.07 ACRES OF LAND FROM C-2, GENERAL COMMERCIAL DISTRICT, TO C-3, RETAIL COMMERCIAL, PLANNED UNIT DEVELOPMENT (P.U.D.) AND R-M, MULTIFAMILY RESIDENTIAL, PLANNED UNIT DEVELOPMENT (PUD); AND APPROVING AN AREA PLAN FOR THE SAME

A motion was made by Alderman Costlow, seconded by Alderman Ungerboeck to read Bill #23-02 for the first time by title only. Motion passed unanimously.

Bill #23-02

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN ST. CHARLES COUNTY AND THE CITY OF DARDENNE PRAIRIE TO USE GRANT FUNDING TO DESIGN AND CONSTRUCTION OF SAFETY IMPROVEMENTS

A motion was made by Alderman Costlow, seconded by Alderman Reilly to read Bill #23-02 for the second time by title only. Motion passed unanimously.

A motion was made by Alderman Costlow, seconded by Alderman Johnson to put Bill #23-02 to final vote. Roll call was as follows:

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

Mayor Gotway declared Bill #23-02 passed and designated it to be Ordinance #2234.

STAFF COMMUNICATIONS

City Engineer Weis provided an update on the slab replacement project.

City Administrator Knowles reminded the audience if they wished to receive updates on the Bopp proposal to provide their email address. He also provided additional details on the intergovernmental agreement which is currently being negotiated with the City of O'Fallon. An update on the Stump Road project was also provided. Alderman Johnson stated he is excited with the vision going forward.

ADJOURNMENT

A motion was made by Alderman Reilly, seconded by Alderman Ungerboeck to adjourn the meeting at 8:55 p.m. Motion passed unanimously.

Respectfully submitted,

Kim Clark, City Clerk

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

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

The following were in attendance: Mayor Gotway, Aldermen Sansone, Wandling, Ungerboeck, Costlow, Johnson 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 Ungerboeck, Seconded by Alderman Costlow to hold a closed session pursuant to RSMo 610.021 section (1) Litigation and Privileged Communications, (2) Real Estate and (14) Protected Records. 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

NEW BUSINESS

1. Discussion on Town Square Avenue Vision Planning Process

STAFF COMMUNICATIONS

Alderman Costlow mentioned the need to have future discussions on ADA compliance and improvements.

Alderman Wandling requested the status of responding to questions and placement on the website.

Mayor Gotway announced Dardenne Prairie took first place in the Salvation Army bell ringing challenge this year. He also mentioned the city has not received any new plans on the Bopp property. The city is also working on an agreement with the City of O'Fallon for access to Bryan Road from the Bopp property.

ADJOURNMENT

A motion was made by Alderman Johnson, seconded by Alderman Ungerboeck to adjourn the meeting at approximately 7:15 p.m.

Respectfully submitted,

Kim Clark, City Clerk

EXPENDITURES FOR APPROVAL
2/15/2023

1 Ameren	City Hall	1,669.24
2 Ameren	Concession Stand	365.35
3 Ameren	City Park	315.86
4 Ameren	Traffic Light 2	52.41
5 Ameren	Traffic Light	11.63
6 Ameren	Athletic Complex	444.64
7 Ameren	Street Lights	44.08
8 Ameren	Street Lights	177.61
9 Americom Technology Solutions	IT - February, 2023	2,056.42
10 BOK Financial	COP Series 2016 Annual Fee	1,300.00
11 BOKF	Reimbursable: issuance of Series 2A/2B Bonds	1,750.00
12 CDS Office Technologies	Copiers	1,384.03
13 City of O'Fallon	2022 Eastern MO Pavement Consortium	2,599.10
14 First Bank	Credit card charges	3,530.97
15 Gilmore & Bell,, PC	Reimbursable: Issuance of Series 2A/2B Bonds	10,270.00
16 Gilmore & Bell,, PC	Reimbursable: Modification of Series 1B Bonds	5,037.00
17 Hamilton & Weber	Reimbursable: Issuance of Series 2A/2B Bonds	5,000.00
18 Hamilton & Weber	Reimbursable: Modification of Series 1B Bonds	2,000.00
19 Insurance - The Hartford	January, 2023	348.12
20 Insurance: Anthem	Health - February, 2023	9,951.53
21 Insurance: KC Life	Vision & Dental: January & February, 2023	1,507.88
22 Insurance: Principal Life	Life: January, 2023	321.08
23 Jen Bohn	Petty cash replenishment	147.96
24 Knapheide	Plow maintenance	129.39
25 LAGERS	Dec, 2022 & Jan, 23	9,297.36
26 M & H Concrete Contractors, Inc.	Slab replacement project	561,945.52
27 MABCA	Amelong: Seminar	200.00
28 MO Vocational Enterprises	Street signs	179.50
29 MOCCFOA	Annual Conference Clark	1,200.00
30 New Frontier	Pothole material	211.14
31 Office Essentials	Office supplies	128.82
32 Parks: Bingo	Prizes for 2/3 bingo	100.00
33 Parks: Various Umpires	Umpires : 2022 season	310.00
34 Payroll	02-17-23 Payroll	23,957.42
35 PWSD No. 2	City Hall fountain	39.49
36 PWSD No. 2	City Hall	41.29
37 R & R Contracting Services, Inc.	Portable toilets	354.21
38 Reli-Abel Fire Protection	Annual extinguisher inspection	350.00
39 SCCACO	Amelong: Annual dues	20.00
40 Spire	Service to 1-31-23	172.39
41 St. Lukes Workplace Health	New employee screening	104.00
42 United Printing Consultants	Court printing	769.33
43 US Bank	COP Series 2020 BiAnnual Payment	42,350.00
		692,144.77

Approved by Board of Aldermen 02-15-23

Mayor John Gotway

TREASURER'S REPORT

As of October 31, 2022

General Fund	644,734.82
General Fund (Invested)	1,949,227.99
Special Revenue Fund	438,124.33
Special Revenue Fund (Invested)	450,000.00
Parks & Storm Water Fund	275,943.20
Parks & Storm Water Fund (Invested)	1,000,322.60
Parks & Storm Water Umpire Fund	1,263.74
Capital Improvement Sales Tax Fund	42,923.14
Capital Improvement Sales Tax Fund (Invested)	450,000.00
Transportation Fund	1,631.34
Transportation Fund (Invested)	200,000.00
Escrow/Bond Account	292,907.35
Petty Cash	100.00
Cash Drawer	200.00
ARPA Funds	219,365.36
ARPA Funds - Invested	2,499,319.40
TOTAL	8,466,063.27

COP Series 2022	3,424,696.17
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Municipal Court	13,606.02
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Respectfully submitted,



Kim Clark
City Clerk/Treasurer

TREASURER'S REPORT

As of November 30, 2022

General Fund	1,006,150.23
General Fund (Invested)	965,000.00
Special Revenue Fund	311,105.71
Special Revenue Fund (Invested)	450,000.00
Parks & Storm Water Fund	316,233.11
Parks & Storm Water Fund (Invested)	1,000,322.60
Parks & Storm Water Umpire Fund	70.82
Capital Improvement Sales Tax Fund	92,506.65
Capital Improvement Sales Tax Fund (Invested)	450,000.00
Transportation Fund	51,009.56
Transportation Fund (Invested)	200,000.00
Escrow/Bond Account	292,979.64
Petty Cash	100.00
Cash Drawer	200.00
ARPA Funds	220,023.77
ARPA Funds - Invested	2,499,319.40
TOTAL	7,855,021.49

COP Series 2022	3,432,928.15
Municipal Court	7,204.81

Respectfully submitted,



Kim Clark
City Clerk/Treasurer

TREASURER'S REPORT

As of December 31, 2022

General Fund	1,132,044.34
General Fund (Invested)	3,240,447.83
Special Revenue Fund	368,125.93
Special Revenue Fund (Invested)	743,517.83
Parks & Storm Water Fund	183,102.51
Parks & Storm Water Fund (Invested)	1,000,322.60
Parks & Storm Water Umpire Fund	45.91
Capital Improvement Sales Tax Fund	10,545.48
Capital Improvement Sales Tax Fund (Invested)	890,276.75
Transportation Fund	108,067.36
Transportation Fund (Invested)	200,000.00
Escrow/Bond Account	293,051.96
Petty Cash	100.00
Cash Drawer	200.00
ARPA Funds	220,001.58
ARPA Funds - Invested	2,499,319.40
TOTAL	10,889,169.48

COP Series 2022	0.00
Municipal Court	8,561.96

Respectfully submitted,



Kim Clark
City Clerk/Treasurer

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE A DEPOSIT AGREEMENT GUARANTEEING LAND DISTURBANCE IMPROVEMENTS WITH LETTER OF CREDIT BY AND BETWEEN THE CITY AND 24 CONDO STL, LLC, GUARANTEEING THE CONSTRUCTION, INSTALLATION, AND COMPLETION OF CERTAIN IMPROVEMENTS WITHIN THE CONDOS AT TOWN CENTER DEVELOPMENT

WHEREAS, the Board of Aldermen of the City of Dardenne Prairie, Missouri (the "City"), finds and determines that it is to the benefit of the City to enter into a Deposit Agreement Guaranteeing Land Disturbance Improvements with Letter of Credit with 24 Condo STL, LLC, guaranteeing the construction, installation, and completion of certain improvements associated with the development of certain real property within the City known as Condos at Town Center.

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

SECTION 1. That the form, terms, and provisions of the Deposit Agreement Guaranteeing Land Disturbance Improvements with Cash Deposit by and between the City of Dardenne Prairie, Missouri, and 24 Condo STL, LLC, attached hereto, marked as Exhibit A, and incorporated by reference herein (the "Agreement"), be and they hereby are approved and the City Administrator is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Agreement in substantially the form attached hereto. The City Clerk and City Engineer are hereby authorized and directed to attest to the Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Agreement and this Ordinance.

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

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

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

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

As Presiding Officer and as Mayor

Attest:

City Clerk

Approved this _____ day of _____, 2023.

Mayor

Attest:

City Clerk

Dardenne Prairie Project Number: 972220

**DEPOSIT AGREEMENT GUARANTEEING LAND DISTURBANCE IMPROVEMENTS
WITH CASH**

THIS DEPOSIT AGREEMENT GUARANTEEING IMPROVEMENTS WITH CASH
(the "AGREEMENT") made and entered into as of the 9th day of February 2023 by
and among 24 CondoSTL, LLC

_____, herein called PERMITTEE, and the CITY OF
DARDENNE PRAIRIE, MISSOURI, herein called CITY.

WHEREAS, the PERMITTEE has submitted a LAND DISTURBANCE PERMIT
APPLICATION to the CITY for the development of certain real property known as _____
Town Center Condos

_____ (the "SITE"), and has requested approval of the
same by the City; and

WHEREAS, the STORM WATER POLLUTION PREVENTION PLAN (the "SWPPP") has
been approved by the City Engineer and all inspection fees owed to the City have been paid; and

WHEREAS, the performance guarantee has been determined from the estimated land disturbance
acreage rounded up to the nearest tenth (0.1) of an acre times the cost per acre according to the CITY's
"Land Disturbance Acreage/Cost per Acre" schedule or the PERMITTEE has engaged a qualified,
licensed engineer to reasonably estimate and determine that the cost of all erosion and sediment
controls and other proposed construction items of the aforesaid SWPPP (the "IMPROVEMENTS") to
be the sum of Nineteen Thousand, One Hundred and Fifty
DOLLARS (\$ 19,150) "ENGINEER'S ESTIMATE", and the CITY Engineer has
approved the aforesaid estimated cost of erosion and sediment control and other construction costs;
and

WHEREAS, the PERMITTEE is seeking the CITY's approval of a land disturbance permit; and

WHEREAS, the CITY's Municipal Code requires that the PERMITTEE must establish a
satisfactory security to guaranty the satisfactory construction of the IMPROVEMENTS pursuant to the
SWPPP including revegetation of the SITE;

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

IT IS HEREBY MUTUALLY AGREED:

1. That the PERMITTEE hereby deposits with the City Treasurer the sum of Nineteen Thousand, One Hundred and Fifty DOLLARS (\$ 19,150), in lawful money of the United States of America, called CONSTRUCTION DEPOSIT, with the CITY, guaranteeing the construction, installation and completion of the IMPROVEMENTS of the aforesaid SWPPP together with the cost of restoration of the SITE in case of failure of the PERMITTEE to complete the IMPROVEMENTS so approved once land disturbance has commenced, all in accordance with the ordinances of the CITY regulating the same, and timely payment of CITY engineering inspections of the SITE, and a separate deposit the sum of NOT APPLICABLE N/A DOLLARS (\$ N/A), in lawful money of the United States of America, called MAINTENANCE DEPOSIT, with the CITY, as a deposit guaranteeing maintenance, repair and replacement, if necessary of all IMPROVEMENTS, together with the cost of restoration of the SITE in case of failure of the PERMITTEE to maintain the IMPROVEMENTS so approved once land disturbance has commenced, all in accordance with the ordinances of the CITY regulating the same, both deposits being for the IMPROVEMENTS shown on the approved SWPPP.
2. That all invoices for CITY engineering inspections shall be paid by the PERMITTEE within thirty (30) days of the date of the invoice.
3. That the CONSTRUCTION DEPOSIT and the MAINTENANCE DEPOSIT will be held by the CITY in two separate interest-bearing deposit accounts, with all interest accruing to the CITY to offset administrative and other costs of maintaining the deposit accounts.
4. That the CONSTRUCTION DEPOSIT shall guarantee the timely construction, installation and completion of the IMPROVEMENTS associated with the SWPPP, and shall be in the amount of one hundred ten percent (110%) of the CITY Engineer's estimate of the cost of the construction, completion and installation of the IMPROVEMENTS, dated N/A, a copy of which is attached hereto and made a part hereof as Exhibit A, and as per the SWPPP for the SITE which has been filed with CITY and approved by the CITY Engineer on N/A, all of which are also made a part hereof as though set forth herein word for word as Exhibit B.
5. That the MAINTENANCE DEPOSIT shall guarantee the maintenance and repair, if necessary, of all IMPROVEMENTS associated with the SWPPP, and shall be in the amount of ten percent (10%) of the CITY Engineer's estimate of the cost of the construction, completion and installation of the IMPROVEMENTS, dated N/A, a copy of which is attached hereto and made a part hereof as Exhibit A.
6. That in the event the CONSTRUCTION DEPOSIT is insufficient to complete the IMPROVEMENTS and/or guarantee timely payment for CITY engineering inspections of the SITE, or the MAINTENANCE DEPOSIT is insufficient for the maintenance and repair obligations of the PERMITTEE, the PERMITTEE will deposit with the CITY such additional sums in lawful money of

the United States of America as will be required to complete the IMPROVEMENTS and guarantee timely payment of CITY engineering inspections, or to fulfill the maintenance obligations of the PERMITTEE, of the aforesaid SWPPP; said additional sums shall also be subject to the terms of this DEPOSIT AGREEMENT.

7. That, except as otherwise provided in this Section, the PERMITTEE guarantees that all required IMPROVEMENTS, which have not been installed to date, will be installed, constructed and completed within two (2) years from date of the issuance by the CITY of a land disturbance permit therefore ("COMPLETION DATE"), and the PERMITTEE shall appoint a qualified, licensed engineer to supervise the construction, installation and completion of the IMPROVEMENTS and shall furnish to the CITY upon the completion of the IMPROVEMENTS a Certificate of Completion by said appointed engineer. Certificate of Completion shall be in the form attached hereto as Exhibit C.

If, after the COMPLETION DATE, all the IMPROVEMENTS have not been completed, the PERMITTEE may request in writing, and the CITY Engineer has the discretion to grant, an extension to the COMPLETION DATE for a period of up to two (2) years if the CITY Engineer reasonably determines that the extension is necessary to facilitate adequate and coordinated provisions for the proposed IMPROVEMENTS, facilities or requirements so long as all deposit agreements are extended and approved by the CITY Attorney. The CITY Engineer, in his/her sole discretion, may require, as a condition of the extension, execution of a new DEPOSIT AGREEMENT, recalculation of deposit amounts or satisfaction of new code requirements or other reasonable conditions as may be needed to ensure compliance with the CITY's Municipal Code.

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

9. That prior to a request for deposit release, the PERMITTEE shall submit a written request for inspection of the IMPROVEMENTS for which the deposit is being held. In the event CITY determines that any of the IMPROVEMENTS are deficient in any respect, CITY will issue a written notice to PERMITTEE specifying the deficiency(s) ("DEFAULT NOTICE"). If PERMITTEE has not, within fifteen (15) days after the date on which such DEFAULT NOTICE is received by PERMITTEE, begun and pursued, with all best efforts, correction of all deficiency(s) noted, then CITY may without any further notice to PERMITTEE, withdraw such amount from the appropriate Deposit Account as CITY reasonably deems necessary to correct such deficiency(s) or to protect CITY from damages resulting from such deficiency(s).

10. That the PERMITTEE shall submit a written request for approval of release of the CONSTRUCTION DEPOSIT as to all or any part of the PERMITTEE's obligation only after construction, completion and installation of some phase of work on the IMPROVEMENTS indicated on the approved SWPPP, receipt of the requisite written notification from the appropriate inspecting public authority, and approval by the CITY Engineer.

11. That after an inspection of the IMPROVEMENTS, the Board of Aldermen of the CITY may, upon a recommendation from the CITY Engineer, release up to ninety-five percent (95%) of the CONSTRUCTION DEPOSIT for the IMPROVEMENTS. Irrespective of any discretionary prior releases that may be authorized after completion of any component of the guaranteed IMPROVEMENTS (i.e., less than all of the IMPROVEMENTS in a given category), the remaining amount held for any category of IMPROVEMENTS for the entire SWPPP shall be released within thirty (30) days of completion of all of the IMPROVEMENTS in such category of IMPROVEMENTS, minus a retention of five percent (5%) which shall be released only upon completion of all IMPROVEMENTS for the SWPPP. The CITY Engineer shall establish the Improvement categories, which may consist of Improvement components or line items, to be utilized for calculation of deposit amounts, but such categories, components, and line items shall in no way modify or reduce the PERMITTEE's obligations hereunder as to all required Improvements, irrespective of any release or completion of any category, or underlying component or line item. All IMPROVEMENTS in a category shall be deemed complete only when:

- a. Each and every component and line item within a category for the entire SWPPP has been constructed and completed as required,
- b. The PERMITTEE has notified the CITY Engineer in writing of the completion of all components of the category, provided all necessary or requested documentation, and requests an inspection,
- c. The PERMITTEE is not in default or in breach of any obligation to the CITY including, but not limited to, the CITY Engineer's demand for maintenance or for deposit of additional sums for execution of the SWPPP, and
- d. The inspection has been completed and the results of the inspection have been approved in writing by the CITY Engineer.

12. That the PERMITTEE shall continue to be responsible for defects, deficiencies and damage to public streets and other required IMPROVEMENTS during execution of the SWPPP. No inspection approval or release of funds from the CONSTRUCTION DEPOSIT as to any component or category shall be deemed to be CITY approval of IMPROVEMENTS or otherwise release the PERMITTEE of its obligation relating to the completion of the IMPROVEMENTS until the final release on all IMPROVEMENTS and maintenance is issued declaring that all IMPROVEMENTS have in fact been constructed as required. Inspection, approval CONSTRUCTION DEPOSIT release, or any partial releases, of any or all required IMPROVEMENTS shall not constitute acceptance of the IMPROVEMENTS by the CITY.

13. That no approval of required IMPROVEMENTS shall be granted for IMPROVEMENTS that fail to meet the specifications established herein, by CITY ordinance, or otherwise adopted by the CITY Engineer.

14. That upon final inspection and approval of all IMPROVEMENTS, the remaining amount of the CONSTRUCTION DEPOSIT shall be released; provided, that no such funds shall be released on a final inspection until the execution of the SWPPP is complete as determined by the CITY Engineer.

15. That upon commencement of installation of the IMPROVEMENTS within the SITE, the PERMITTEE shall be responsible for maintenance of the IMPROVEMENTS subject to this

DEPOSIT AGREEMENT. Maintenance shall include repair or replacement of all defects, deficiencies and damage to the IMPROVEMENTS that may exist or arise, abatement of nuisances caused by such IMPROVEMENTS, removal of mud and debris from construction, erosion control, grass cutting, removal of construction materials (except materials to be used for execution of the SWPPP as permitted by SWPPP). All repairs and replacement shall comply with CITY specifications and standards. Any maintenance on IMPROVEMENTS accepted by the CITY for public dedication shall be completed under the supervision of and with the prior written approval of the CITY Engineer. The maintenance obligation for required IMPROVEMENTS to existing public roads or other existing public infra-structure already maintained by a public governmental entity shall terminate on and after the date such IMPROVEMENTS have been inspected by the City Engineer and deposit released by the Governing Body.

16. That the MAINTENANCE DEPOSIT shall be retained by the CITY to guarantee maintenance and/or repair and replacement of the required IMPROVEMENTS and shall be subject to the immediate order of the CITY Engineer to defray or reimburse any cost to the CITY of maintenance or repair of IMPROVEMENTS related to the SWPPP which the PERMITTEE fails or refuses to perform. Such costs shall include off-site damage caused by deficiencies in the IMPROVEMENTS or failure of maintenance. Except in emergency circumstances or where action is otherwise required before written notice can be provided, the CITY Engineer shall provide the PERMITTEE with a written demand and opportunity to perform the maintenance before having such maintenance performed by the CITY. The CITY Engineer shall have the authority to require the maintenance deposit to be replaced or replenished by the PERMITTEE in any form permitted for an original deposit where the amount remaining is determined to be insufficient or where the maintenance deposit was already drawn upon by the CITY for maintenance, repair or replacement.

17. The CITY Engineer may approve such further releases if it is determined in his/her discretion, after inspection of the IMPROVEMENTS, that the total maintenance amount retained is clearly in excess of the amount necessary for completion of the maintenance obligation, after all reasonable contingencies are considered.

18. That upon expiration of the maintenance obligations established herein, and after the CITY has received written request for final inspection from the PERMITTEE, the CITY Engineer shall cause a final inspection to be made of the required IMPROVEMENTS. Funds shall then be released if there are no defects or deficiencies found and all other obligations are shown to be satisfied on inspection thereof or at such time thereafter as any defects or deficiencies are cured with the permission of and within the time allowed by the CITY Engineer. This release shall in no way be construed to indemnify or release any person from any civil liability that may exist for defects or damages caused by any construction, IMPROVEMENT or development for which any deposit has been released.

19. The CITY Engineer shall inspect each category of IMPROVEMENTS within twenty (20) business days after a request for such inspection has been filed with the CITY Engineer by the PERMITTEE, and no inspection shall be required until such request is received by the CITY Engineer. For purposes of this Section, an "inspection request" shall constitute and occur only on a completed written request form that shall include:

- (a) The category of Improvement reflected in this DEPOSIT AGREEMENT that is requested to be inspected;

(b) A certification from a professional engineer registered in the State of Missouri that the category of Improvement has been installed and is being maintained in conformance with the SWPPP and all applicable requirements thereto, and is therefore ready for inspection; and

(c) A verified statement from a representative officer of the PERMITTEE attesting that the information in the inspection request is true and accurate.

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

20. That the obligation and rights of the PERMITTEE to construct, complete, install and maintain the IMPROVEMENTS indicated on the approved SWPPP shall not cease until the PERMITTEE shall be finally released by the CITY Engineer, nor shall this DEPOSIT AGREEMENT be assignable or transferable by PERMITTEE. Furthermore, in the event of a default, abandonment, or failure of the PERMITTEE to timely complete the IMPROVEMENTS, no other person, firm, entity shall acquire (whether by contract, judicial foreclosure or other means) any rights to any remaining Deposits or deposit agreements of the PERMITTEE without entering into a new, separate deposit agreement with the CITY. If, after the COMPLETION DATE or after a later period as extended pursuant to Section 8, the IMPROVEMENTS are not constructed, completed, installed, accepted and maintained as required or if the PERMITTEE shall violate any provision of the DEPOSIT AGREEMENT, the CITY Engineer must notify the PERMITTEE to show cause within not less than ten (10) days why the PERMITTEE should not be declared in default. Unless good cause is shown, no construction or other permit shall be issued to the PERMITTEE for the SITE during any period in which the PERMITTEE is in violation of the DEPOSIT AGREEMENT or the Municipal Code. If the PERMITTEE fails to cure any default or present a compelling reason why no default should be declared, the CITY Engineer shall declare the PERMITTEE in default and may take any one (1) or more of the following acts:

a. Deem the balance under the DEPOSIT AGREEMENT not theretofore released as forfeited to the CITY, to be then placed in an appropriate trust and agency account subject to the order of the CITY Engineer for such purposes as letting contracts to bring about the completion or maintenance of the IMPROVEMENTS indicated on the approved SWPPP or other appropriate purposes in the interest of the public safety, health and welfare; or

b. Require the PERMITTEE, letter of credit provider or surety to pay to the CITY the balance of the surety not theretofore released; or

c. Require the PERMITTEE to submit an additional cash sum sufficient to guarantee the completion or maintenance of the IMPROVEMENTS indicated on the approved SWPPP after recalculation in order to allow for any inflated or increased costs of constructing or maintaining the IMPROVEMENTS.

The failure of a PERMITTEE to complete the IMPROVEMENTS within the time provided by this DEPOSIT AGREEMENT (or any extension granted by the CITY), and including the payment of funds to the CITY due to such failure shall be deemed an automatic act of default entitling the CITY to all remedies provided in Section 410.130 of the Municipal Code without further or prior notice. It shall be the sole responsibility of the PERMITTEE to timely request an extension of any DEPOSIT

AGREEMENT if the IMPROVEMENTS are not completed in the original time period provided by the DEPOSIT AGREEMENT and no right to any extension shall exist or be assumed.

21. That if the PERMITTEE or surety fails to comply with the CITY Engineer's requirements for payment as described above or fails to complete the IMPROVEMENTS or otherwise violates the DEPOSIT AGREEMENT provisions and there is a risk that construction will continue on the SITE without the timely prior completion of IMPROVEMENTS or compliance with DEPOSIT AGREEMENT provisions, the CITY Engineer may in addition or alternatively to other remedies:

a. Suspend the right of the PERMITTEE to build or construct on the SITE. The CITY Engineer shall give the PERMITTEE ten (10) days' written notice of an order under this Subsection with copies to all sureties, as appropriate, who have outstanding obligations for any portion of the SITE and shall record an affidavit of such notice with the Recorder of Deeds. If, within the ten (10) day period after notice is given, the CITY Engineer is not convinced by compelling evidence that completion of the IMPROVEMENTS is adequately assured as provided herein, the CITY Engineer shall order construction suspended on the SITE. The order shall be served upon the PERMITTEE with a copy to the issuer of the surety, as appropriate, and a copy recorded with the Recorder of Deeds. The notice shall contain the following minimum language, which may be supplemented at the discretion of the CITY Engineer.

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

The City shall not thereafter authorize construction, building or demolition activity to take place on the SITE contrary to the City Engineer's order. The suspension shall be rescinded in whole or in part only when the CITY Engineer is convinced that completion of the IMPROVEMENTS is adequately assured in all or an appropriate part of the SWPPP has been provided; or

b. Suspend the rights of the PERMITTEE or any RELATED ENTITY to construct structures in any development platted after the effective date of such suspension throughout CITY of Dardenne Prairie and such incorporated areas as are under CITY's jurisdiction. The CITY Engineer shall give the PERMITTEE ten (10) days' written notice of an order under this clause with a copy to any sureties known to the CITY Engineer to have obligations outstanding on behalf of the PERMITTEE or RELATED ENTITIES and shall record an affidavit of such notice with the Recorder of Deeds. If, within the ten (10) day period after notice is given, the CITY Engineer is not convinced by compelling evidence that completion of the IMPROVEMENTS is adequately assured as provided herein, the CITY Engineer shall order construction on the SITE suspended. The order shall be served upon the PERMITTEE, and a copy recorded with the Recorder of Deeds. The CITY shall not thereafter authorize construction, building or demolition activity to take place on the SITE contrary to the CITY

Engineer's order. The suspension shall be rescinded only when the CITY Engineer is convinced that completion of the IMPROVEMENTS is adequately assured. A PERMITTEE is a RELATED ENTITY of another person:

1. If either has a principal or controlling interest in the other; or
2. If any person, firm, corporation, association, partnership or other entity with a controlling interest in one has a principal or controlling interest in the other.

22. That if PERMITTEE or any RELATED ENTITY is in default, as determined by the CITY Engineer, the rights of the PERMITTEE or any RELATED ENTITY to receive development approval, which approval shall include, but not be limited to, approval of any plat or DEPOSIT AGREEMENT for new or further development in the CITY, shall be suspended. The suspension shall be rescinded only when the CITY Engineer is convinced that completion and maintenance of the IMPROVEMENTS is adequately assured.

23. That if PERMITTEE or any RELATED ENTITY fails to comply with any obligation of this DEPOSIT AGREEMENT, the CITY Engineer may recommend that the CITY Attorney take appropriate legal action and may also withhold any building or occupancy permits to PERMITTEE or RELATED ENTITIES until such compliance is cured. The CITY shall also have the right to partially or wholly remedy PERMITTEE's deficiencies or breached obligations by set-off of any funds or assets otherwise held by the CITY of the PERMITTEE to the maximum extent permitted by law. Such set-off shall occur upon written notice of such event by the CITY Engineer to the PERMITTEE after the PERMITTEE has failed to timely cure the deficiencies. The PERMITTEE shall pay the CITY's costs, including reasonable attorney's fees, of enforcing this DEPOSIT AGREEMENT in the event that the PERMITTEE is judicially determined to have violated any provision of this DEPOSIT AGREEMENT.

24. In addition to all other remedies available hereunder, in the event that the PERMITTEE shall abandon the development of the SITE or fail to timely complete the IMPROVEMENTS, whichever shall occur first, the CITY may thereafter complete, or have completed, said IMPROVEMENTS and may apply the remaining CONSTRUCTION DEPOSIT therefor. PERMITTEE further agrees to indemnify and hold harmless the CITY from and of any and all costs and expenses incurred by the CITY in completing the IMPROVEMENTS.

25. In addition to all other remedies available hereunder, in the event that the PERMITTEE shall abandon the diligent pursuit of completing the IMPROVEMENTS of the SWPPP or fail to maintain, repair or replace the IMPROVEMENTS, the CITY may thereafter maintain, repair or replace said IMPROVEMENTS and may apply the remaining MAINTENANCE DEPOSIT. PERMITTEE further agrees to indemnify and hold harmless the CITY from and of any and all costs and expenses incurred by the CITY in maintaining, repairing or replacing the IMPROVEMENTS.

26. That the CITY hereby accepts this DEPOSIT AGREEMENT as a satisfactory DEPOSIT AGREEMENT under the provisions and any requirements of the CITY's Municipal Code.

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

KUMARA S. VAOIVELU

PERMITTEE

Authorized Signature

KUMARA S. VAOIVELU DEVELOPER

KV. AZACK CONSTRUCTION @ YAHOO.COM

106 LOG HILL LANE

BALLWIN MO. 63011

314-520-6844 636-489-4733

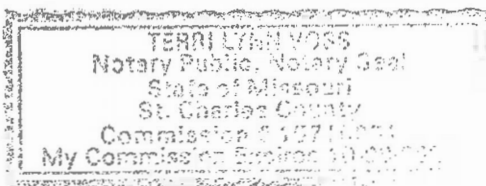
STATE OF MISSOURI)
COUNTY OF ST. CHARLES) SS

On this 10 day of February, 2023, before me personally appeared _____, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

TERRI LYNN VOSS
Notary Public

My Commission Expires:



APPROVED BY:

City Engineer (printed)

Signature

Date

Mayor (printed)

Signature

Date

Attest:

City Clerk (printed)

Signature

Date

EXHIBIT A

[ATTACH APPROVED COST ESTIMATE]

EXHIBIT NO. B

[ATTACH OR REFERENCE SWPPP FOR SITE]

Title of SWPPP: _____

Prepared by: _____

Dated: _____

With the Latest Revision Date: _____

EXHIBIT NO. C

CERTIFICATE OF COMPLETION

Project Name/Site Location: _____

City of Dardenne Prairie Project Number: _____

I certify that all engineering designs and construction work on the above-listed development have been completed in accordance with City of Dardenne Prairie, Missouri, codes and the storm water pollution prevention plan approved by the City Engineer.

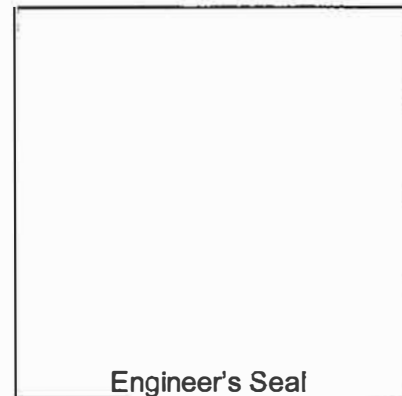
I further certify that the construction of improvements has been completed to acceptable tolerances, and any variations from the originally approved plans are noted in the "as-built" plans that have been provided to the City of Dardenne Prairie, Missouri, for above-listed project/site.

Project Engineer (printed)

Street Address

City State Zip Code

Telephone Facsimile



ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE,
MISSOURI, AUTHORIZING ACCEPTING THE PROPOSAL
FROM BOTZ DEAL LLC AS THE LOWEST AND BEST
PROPOSAL FOR AUDITING SERVICES, AND
AUTHORIZING THE MAYOR TO ENGAGE BOTZ DEAL
LLC FOR AUDITING SERVICES**

WHEREAS, pursuant to Revised Missouri Statutes, Section 79.110: “The mayor and board of aldermen [...] shall have the care, management and control of the city and its finances, and shall have power to enact and ordain any and all ordinances not repugnant to the constitution and laws of this state[;]” and

WHEREAS, the Board of Aldermen has determined that it is necessary for the care, management and control of the city and its finances that the City retain a Certified Public Accountant (CPA) for professional auditing services; and

WHEREAS, the City solicited proposals for auditing services from fourteen CPA firms and received one qualified response; and

WHEREAS, the Board of Aldermen finds and determines that Botz Deal, LLC has provided services to the City in the past and has, thereby, demonstrated qualifications to render professional services; and

WHEREAS, the Board of Aldermen finds and determines that the price proposed for services is competitive with the prices paid by the City for such services in the past several years; and

WHEREAS, the Board of Aldermen finds and determines that Botz Deal LLC, submitted the lowest and best proposal; and

WHEREAS, the Board of Aldermen finds and determines that the cost in time and resources that would be incurred by the City to reject all offers and to resolicit new proposals in the expectation that additional proposals may be submitted is not warranted; and

WHEREAS, the Board of Aldermen desires to enter into an agreement with Botz Deal LLC, to provide auditing services; and

WHEREAS, the Board of Aldermen has determined, pursuant to Section 130.180 E. of the Municipal Code, to waive the requirements for soliciting requests for qualifications and other procedures in Section 130.180,

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

SECTION 1. That the proposal submitted by Botz Deal LLC, a copy of which is attached hereto as **Exhibit A** and incorporated by reference herein, be and is hereby accepted by the Board of Alderman of the City of Dardenne Prairie, Missouri as the apparent lowest and best proposal for auditing services.

SECTION 2. That the form, terms, and provisions of the proposal attached hereto, marked as **Exhibit A**, and incorporated by reference herein, by and between the City of Dardenne Prairie, Missouri, and Botz Deal LLC, for auditing services, be and they hereby are approved and the Mayor is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such agreement substantially in conformance with the proposal as may hereafter be reflected in an engagement letter.

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

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

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

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

Mayor

Attest:

City Clerk

Approved this _____ day of _____, 2023.

Mayor

Attest:

City Clerk

EXHIBIT A

CITY OF DARDENNE PRAIRIE, MISSOURI

AUDIT PROPOSAL

**PROPOSAL FOR AUDIT SERVICES
CITY OF DARDENNE PRAIRIE, MISSOURI**

**Botz, Deal & Company P.C.
Certified Public Accountants and Advisors**

Submitted by:
Michele A. Graham, CPA
Partner
Two Westbury Drive
St. Charles, Missouri 63301
636-946-2800
mgraham@botzdeal.com

February 3, 2023

The accompanying proposal for the audit period ended December 31, 2022 is a firm and irrevocable offer effective for a period of 90 days.

CITY OF DARDENNE PRAIRIE, MISSOURI

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February 3, 2023

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

We are pleased to present our qualifications for the annual audit of City of Dardenne Prairie, Missouri. Our firm is proud of its reputation and continuing relationships with numerous governmental entities throughout the St. Louis metropolitan area. In this proposal, we describe our qualifications and the professional services we can offer to meet all of the City's needs within the timetable the City has established. As you review our proposal, we encourage you to focus on the following factors which distinguish Botz, Deal & Company, P.C. from our competitors:

Services Tailored to Meet Your Needs - We are committed to providing personalized, prompt and effective services that are responsive to the needs of City of Dardenne Prairie, Missouri. Prior to the engagement, we will establish with management a time table for each phase of the audit in order to perform the audit as efficiently as possible and with as little interruption to the staff's daily responsibilities as possible.

Individual Credentials - The professionals assigned to you have extensive experience in accounting and auditing of governmental entities, as well as specialized training in other areas that affect governmental entities. Our professionals combine competence with the judgment, maturity, and creativity necessary to provide you with quality accounting and auditing services.

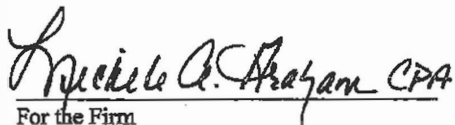
Single Audit Experience - Botz, Deal & Company, P.C. performs several single audits and federal program audits each year. Because of this, we are able to effectively address the audit requirements related to any federal grants the City may receive.

Certificate of Achievement for Excellence in Financial Reporting - Botz, Deal & Company, P.C. has assisted many of our clients in obtaining and maintaining certificates for more than 30 years.

New Strategies for a New Era - Our audit will include a review of City of Dardenne Prairie, Missouri's operations as they relate to internal accounting controls to gain in-depth knowledge of your organization. The purpose of this review is twofold. First, it will provide us with the knowledge of your operations that we need to conduct an efficient, quality audit. Second, and equally important, it will provide you with the opportunity to take a look at your procedures, systems, controls, and reports to assure yourselves that your accounting systems are operating efficiently and effectively. Our professionals are always alert to opportunities for improvements in operational and reporting efficiency. Recommendations to our clients are an important part of all our engagements.

We appreciate the opportunity to present this proposal and wish to convey our sincere interest in returning to serve the City as independent auditors. You can be assured that, upon appointment as the City's auditors, the City will receive the highest quality professional services delivered in a personalized and timely manner.

Sincerely,


For the Firm

TWO WESTBURY DRIVE
ST. CHARLES, MO 63301
(636) 946-2800
FAX (636) 946-2975
info@botzdeal.com

CITY OF DARDENNE PRAIRIE, MISSOURI

PROFILE OF THE FIRM

Botz, Deal & Company, P.C., a professional corporation, opened its St. Charles Office in 1976. We have three offices and have grown to be the largest CPA firm in St. Charles County.

We have approximately 35 employees, six of whom work with our governmental clients on a full time basis. Each member of our firm has a high degree of expertise in their area of specialization. In addition to their years of experience, our firm places a great emphasis on training and goes far beyond the continuing education requirements set by our industry. We feel this emphasis allows us to stay current with the numerous changes in business today and respond to your needs in an efficient and timely manner.

Our firm provides a complete range of auditing, accounting, tax planning, compliance and consulting services. Our clientele includes an extensive listing of governmental and not-for-profit entities as well as prominent for-profit organizations in a broad variety of industries. In addition to our extensive experience auditing governmental entities, we have made an extensive investment in specialized training in order to effectively address the constantly changing requirements for accounting and auditing both the financial statements and federal financial assistance programs.

We provide services to entities ranging in size from revenues of \$250,000 to revenues in excess of \$250,000,000. Because of our longevity with our clients, we have assisted many of the organizations in their growth from grass roots organizations relying on donations, to large organizations running numerous programs funded with state and federal money. We greatly value the longevity of our client relationships.

PEER REVIEW

Botz, Deal & Company, P.C. is a member of the Private Companies Practice Section (PCPS) of the American Institute of Certified Public Accountants. As a member of the PCPS, Botz, Deal & Company, P.C. submits its practice to the scrutiny of a team of independent CPA's every three years. These CPA's are free to investigate any work files and reports they choose. We received a rating of pass with a deficiency noted on only one engagement. We believe peer reviews are an important as part of our commitment to quality control and continuous improvement. We received a pass with no comments in our last peer review.

COMMITMENT TO QUALITY

Each year our audits undergo a variety of desk or field reviews. We are pleased that all of our audits have been approved during this review process. In addition, the firm has not had any disciplinary action taken against it by any regulatory body.

As part of our commitment to quality services our firm has joined the Governmental Audit Quality Center (GAQC) of the AICPA. GAQC was developed by the AICPA to assist members in achieving the highest standards in performing quality governmental audits and promote the value of such audits to purchasers of governmental audit services. While membership in GAQC is voluntary, strict membership requirements must be met. We believe these requirements and the resources provided by the Center enhance the quality of our firm's governmental audits.

CITY OF DARDENNE PRAIRIE, MISSOURI

EXPERIENCE/REFERENCES

Botz Deal & Co. CPA's has over 30 years of experience providing accounting and auditing services to governmental and not-for-profit entities. We are proud of our service to our clients in the public sector, many of whom have been with us numerous years. We place great value on the longevity of our relationship with these clients. We believe an important measure of our success is their loyalty. The following is a representation of the entities we currently audit:

City Olivette, Missouri

Audit and prepare financial statements (ACFR) and single audit

Audited 2007 to present

Contact: Mr. Darren Mann

314-983-5230

City of Twin Oaks, Missouri

Audit and prepare statements (ACFR)

Audited 2017 to present

Contact: Mr. Frank Johnson, City Clerk/Administrator

636-225-7873

City of Lake Saint Louis, Missouri

Audit and prepare financial statements (ACFR)

Service provided 2002 to present

Contact: Renee Camp, Finance Director

636-625-1200

CITY OF DARDENNE PRAIRIE, MISSOURI

INDIVIDUAL QUALIFICATIONS

MICHELE A. GRAHAM, CPA PARTNER

Michele Graham joined the firm in 1985, upon graduating from the University of Missouri-Columbia with a Bachelor of Science - Accounting degree. Michele became a partner in 1994. Her primary responsibility is audits of governmental and not-for-profit entities. She is a Certified Public Accountant, and a member of both the American Institute of Certified Public Accountants and the Missouri Society of Certified Public Accountants. In addition to over 30 years of experience, each year she receives extensive training related to governmental and not-for-profit entities. She is responsible for conducting single-audit engagements and preparing Annual Comprehensive Financial Reports submitted to the GFOA to receive Certificate of Achievement for Excellence in Financial Reporting.

Michele is the designated audit quality partner with firm-wide responsibility for the firm's governmental audit practice. As the audit quality partner, she is responsible for implementing and monitoring the firm's system of quality control by focusing on the specific policies and procedures applicable to a firm's accounting and auditing practice for governmental audits. In addition she is responsible for ensuring we meet the requirements of membership in the AICPA Government Audit Quality Center.

Michele serves as engagement partner for approximately 50 governmental engagements. The following are representative of governmental entities Michele has provided audit and other services for:

City of Ladue, Missouri
City of St. John, Missouri
City of Olivette, Missouri
City of Warrenton, Missouri
City of Wentzville, Missouri
City of Twin Oaks, Missouri
City of Lake Saint Louis, Missouri
West County EMS
Florissant Valley Fire Protection District
Robertson Fire Protection District
St. Charles Industrial Development Authority

Michele will be the partner responsible for your auditing services which includes planning, supervision, and final review of the audited statements and management reports.

CITY OF DARDENNE PRAIRIE, MISSOURI

INDIVIDUAL QUALIFICATIONS

ALLEN SCHULTE, CPA MANAGER

Allen Schulte graduated from the Southern Illinois University at Edwardsville with a Bachelor of Science - Accounting degree. Allen has over twenty-five years of audit experience and two years in private industry. His audit experience is primarily in governmental and not-for-profit entities. Allen is a Certified Public Accountant licensed in the state of Missouri and a member of both the American Institute of Certified Public Accountants and the Missouri Society of Certified Public Accounts. He has been responsible for conducting single-audit engagements. He has also prepared Annual Comprehensive Financial Reports submitted to the GFOA to receive a Certificate of Achievement for Excellence in Financial Reporting. Allen will be responsible for the final technical review of the audit.

LINDSEY RUHR, CPA SENIOR

Lindsey graduated from the University of Central Missouri in the top 10% of her class with a Masters Degree in Accounting. Lindsay has over fifteen years of public accounting experience. Her experience is primarily in governmental and not-for-profit entities. Lindsay is a Certified Public Accountant and a member of both the American Institute of Certified Public Accountants and the Missouri Society of Certified Public Accounts. She has is responsible for conducting single-audit engagements and preparing Annual Comprehensive Financial Reports submitted to the GFOA to receive a Certificate of Achievement for Excellence in Financial Reporting for a significant number of the firm's governmental clients. Lindsey will be the in-charge senior on the audit and will be responsible for performing a significant portion of the audit as well as supervising other staff assigned.

We will assign junior accountants and other staff to the engagement as required to complete the engagement on a timely basis. The team of professionals assigned is experienced and competent to serve the City's needs. We will periodically rotate staff members in order to get a fresh prospective while maintaining a balance of experience on the audit team. Each has received significant training related to governmental. All employees assigned to this engagement are full time professionals employed by Botz Deal & Co. P. C.

Conflict of Interest Statement - We affirm that we are unaware of any conflicts of interest between the City and our firm or our employees.

CITY OF DARDENNE PRAIRIE, MISSOURI

AUDIT APPROACH

We will audit the general purpose financial statements of the City and issue a report thereon. Our audit will be made in accordance with generally accepted auditing standards. In addition to the review of your operations and internal controls, our audit will include examining evidence supporting the amounts and disclosures in the financial statements and other procedures we consider necessary to enable us to express an unqualified opinion that the financial statements are fairly presented, in all material respects, in conformity with modified cash basis of accounting. If our opinion is other than unqualified, we will fully discuss the reasons with you in advance.

Our audit will be performed in three phases which include planning, substantive work, and conclusion. Our audit approach is based upon a risk-oriented perspective. Therefore, during the planning phase, we will:

- Establish a time budget and a timetable based on our knowledge of the City and the current needs of management.
- Obtain an understanding of the City's policies and procedures through discussions with management and review of minutes of the City council. We will gain an understanding of the City's internal control structure, as well as the laws and regulations that will influence our planned audit procedures.
- Evaluate systems, processes, and people that control and process transactions through discussions with City staff.
- Test the ability of your systems to process and report transactions accurately.
- Perform analytical review procedures including comparison of account balances to budget, previous year results, and anticipated results considering local economic trends and indicators.
- Prepare audit programs, which have been tailored to the specific needs of the City.
- Select account balances and activity for direct confirmation with the corresponding outside party. At a minimum this will include confirmation of bank account balances, debt balances, tax revenues and lagers retirement plan.

CITY OF DARDENNE PRAIRIE, MISSOURI

AUDIT APPROACH

-continued-

Beginning at a mutually agreeable time, between February 1st and March 31st, we will begin our substantive procedures as determined by our risk analysis in the planning phase of the audit. It is our understanding that you have schedules and documentation to support the balances for all material balance sheet accounts, including but not limited to bank reconciliations for each bank account and depreciation schedules for capital assets. In addition to the schedules you prepare to reconcile account balances, we will require the City staff to pull certain invoices such as legal invoices, capital asset purchases, etc. Upon completion of our fieldwork, we will meet with city staff to discuss any adjustments and recommendations.

We will summarize and evaluate the overall results of the audit tests, prepare the preliminary financial statements, and perform final analytical review procedures. The preliminary financial statements and audit adjustments will be provided to the city staff for review and approval as well as use in preparing the Management, Discussion and Analysis. Upon agreement by both parties, we will present the final draft of the financial statements, audit report, and management reports.

Our goal is to perform our work with as little interruption to your daily work as possible. We make every effort to use schedules and analyses already prepared for internal purposes and eliminate unnecessary duplication of effort between our staff and yours. The professionals assigned to the audit are experienced in audits of governmental entities. All staff is proficient with QuickBooks and we will utilize a backup of the City's for use during our audit. This will eliminate the need for City staff to look up everything for us.

We understand that you will provide us with the basic information required for our audit and that you are responsible for the accuracy and completeness of that information. We will advise you about appropriate accounting principles and their application and will assist in the preparation of your financial statements, but the responsibility for the financial statements remains with you. This responsibility includes the maintenance of adequate records and related internal control structure policies and procedures, the selection and application of accounting principles, and the safeguarding of assets.

We will staff this engagement with a partner, manager, senior and/or junior auditors as deemed necessary in order to meet your deadlines. Some of the staff assigned to the audit have had direct experience with the City of Dardenne Prairie in the past as well as numerous other governmental entities. We occasionally rotate staff on engagements with our long-time clients to have a fresh set of eyes. We generally would consider a rotation every five years for of a portion, but not all of the assigned staff.

Our timetable is based on our estimate of staff availability and availability of City staff. Exact dates would be coordinated with City staff based on availability. Depending on the City schedule we could have the final audit reports to the City by the end of April and present to the Board of Aldermen no later than May.

CITY OF DARDENNE PRAIRIE, MISSOURI

PROPOSED SCHEDULE OF COMPENSATION

Botz, Deal and Company, PC
Michele Graham
Two Westbury Drive
St. Charles, MO 63301
636-946-2800

Botz, Deal & Company, P.C. submits the following proposal for accounting and audit services:

FISCAL YEAR	AUDIT FEE	SINGLE AUDIT FEE	TOTAL FEE
2022	\$17,900	\$7,000	\$24,900
2023	\$18,800	\$7,200	\$26,000
2024	\$19,750	\$7,400	\$27,150
2025	\$20,750	\$7,600	\$28,350
2026	\$21,750	\$7,800	\$29,550

The above fee schedule is based upon a reasonable amount of assistance and cooperation from the City's staff. It includes pdfs and the requested printed copies of the reports as well as the presentation to the Board of Aldermen. The fee includes routine calls and assistance to your staff with any accounting issues, which may arise during the year. We encourage city staff to call for advice or an opinions when an issue arises. We believe we have developed a relationship where the staff is comfortable calling without fear of being billed for every phone call. If considerable time and/or research are involved, there is a charge for this service, and we will inform management of this prior to providing the service. We may issue another engagement letter for additional services, if the engagement is extensive.

Services requested by the City that are not performed as part of the audit of the City's financial statements, such as employee benefit review as noted in the request for proposal, will be billed at hourly rates depending on the level of staff required to perform work. Hourly rates by staff level are as follows:

HOURLY RATE BY STAFF LEVEL	
PARTNER	\$240 - 295
MANAGER	\$190 - 280
SENIOR	\$150 - 225
JUNIOR	\$100 - 180

CITY OF DARDENNE PRAIRIE, MISSOURI

SUMMARY

- Botz, Deal & Company, P.C. believes we can provide you with the professional services you expect. The firm has over 30 years of experience in providing accounting and auditing services to municipalities and special service districts.
- We are large enough to offer a full range of technical and specialized services, yet small enough to personally identify with each of our clients and provide them with assistance above and beyond our quality technical services.
- We understand the work to be performed. We will schedule sufficient time and staff to perform this engagement in an efficient and timely manner.
- We have assigned a team of professionals that is experienced and qualified to perform this engagement led by a partner who specializes in governmental services.
- We will propose a fair fee that will allow the firm to perform a quality service.
- We are committed to doing more than just preparing financial statements. Our goal is to become familiar with your operations in order to become a partner with you to meet the challenges the City encounters. Frequent contact with you allows us to provide timely advice and assist with specialized projects as the need arises. Appropriate staff members are available to provide consulting services and technical assistance to your staff.
- We are proud of our record in providing professional services to our clients. We look forward to continuing our valued relationship.