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

BOARD OF ALDERMEN
WORKSHOP AGENDA
NOVEMBER 7, 2018
6:00 p.m.

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

ITEMS FOR DISCUSSION AND CONSIDERATION

1. 2019 Budget
2. Sale of Chiller
3. Short Term Goals (0 – 3 year projects)
4. Long Term Goals (3 – 10 year projects)
5. Review of Board of Aldermen Meeting Agenda (11-07-18)

STAFF COMMUNICATIONS

1. City Attorney
2. City Engineer
3. Staff
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

EXHIBIT A

RBA FORM (OFFICE USE ONLY)
MEETING DATE: 11/7/2018
Regular ( ) Work Session (X)
ATTACHMENT: YES ( ) NO (X)
Contract ( ) Ordinance ( ) Other (X)

Request for Board Action
By: Staff

Ward ____NA_

- **Description: Sale of Chiller, $6,000**
- **Yazaki, Aroace, Model WFC-SC30 Chiller.**
- **Serial # 93017008.**
- **It is approximately 80" tall X 54" wide X 59" long.**
- **Brand new sitting on blocks, never been used or connected to any devices.**
- **The city purchased new in 2009 and never had the unit installed.**

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

- **Summary/Explanation:**
- **The City has received an offer to buy the chiller for $6,000.**
- **The Chiller has been listed for sale for over 2 years**
- **There is little or no prospect of getting a better offer.**
- **Terms of payment and delivery will have to worked out**

- **Budget Impact:** (revenue generated, estimated cost, CIP item, etc.)
- **Price $6,000 less the cost to remove and repair wall in lobby necessary to make room for chiller to be taken out of the building.**

RBA requested by: Bob Easley Date: 11/2/2018

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

BOARD OF ALDERMEN
MEETING AGENDA
NOVEMBER 7, 2018
7:00 p.m.

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL
- Mayor Zucker
- Alderman Klingerman
- Alderman Nay
- Alderman Gotway
- Alderman Koch
- Alderman Wandling
- Alderman Ungerboeck

CONSENT AGENDA
1. Board of Aldermen Minutes 10-17-18 & 10-23-18
2. Workshop Summary 10-17-18 & 10-30-18
3. Expenditures for Approval 11-07-18
4. Deposit Release – StorageQ - $67,331.11
5. Bond Release – Cissell Mueller Construction, Inc – 1332 Feise Road - $2,000.00

ITEMS REMOVED FROM CONSENT AGENDA

OPEN FORUM

NEW BUSINESS

1. **BILL #18-39**
   AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI AUTHORIZING A DEPOSIT AGREEMENT GUARANTEEING SITE PLAN IMPROVEMENTS WITH CASH ESCROW WITH STORAGEQI LLC d/b/a STORAGEQ

OLD BUSINESS

1. **BILL #18-09** (Read One-Time Only 5-16-18)
   AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, APPROVING THE RECORD PLAT FOR CÓRDOBA, AND AUTHORIZING THE CITY CLERK TO ATTEST AND CERTIFY APPROVAL OF SAID PLAT

STAFF COMMUNICATIONS

1. City Attorney
2. City Engineer
3. Staff
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

BOARD OF ALDERMEN MINUTES **OCTOBER 17, 2018**

The City of Dardenne Prairie Board of Aldermen meeting was called to order at 7:12 p.m. The meeting was held at Dardenne Prairie City Hall located at 2032 Hanley Road.

The meeting was opened with the Pledge of Allegiance followed by the invocation by Alderman Nay.

Present at roll call were Mayor Zucker, Aldermen Koch, Ungerboeck, Wandling, Klingerman, Nay and Gotway. Also present were City Clerk Kim Clark, City Engineer Luke Kehoe and City Attorney John Young. Staff member Jeff Amelong was also in attendance.

CONSENT AGENDA

1. Board of Aldermen Minutes 10-03-18
2. Workshop Summary 10-03-18
3. Expenditures for Approval 10-17-18
4. Liquor License – ICD – 7701 Highway N – Temporary Permit – November 10, 2018
5. Treasurer's Report – As of September 30, 2018
6. Bond Release – G & P Concrete - $500.00
7. Bond Release – JEMM Excavating, Inc. - $2,000.00

With no objections, the consent agenda was approved.

OPEN FORUM – No one present to speak.

PUBLIC HEARING

1. Rezoning of Properties along Post Road from the "UZD" Uptown Zoning District to the "R-1B" Single Family Residential Zoning District.

Mayor Zucker explained the requested changes.

2. Rezoning Request and P.U.D. Request – Area Plan for the northwestern approximately 106.4 acres of the parcels of land commonly known as 1575 Bryan Road and more particularly described in the P.U.D. Request – Area Plan application received by the City on September 4, 2018, on file with the City Clerk from Applicant McKelvey Homes, LLC and Property Owner Cora Bopp Family Limited Partnership.

Jim Brennan of McKelvey Homes and David Volz of Volz Engineering were in attendance to present the proposals.

Alderman Wandling stated for the record, he spoke to the developer and they are willing to install a walking trail connecting the Devon stub in Bainbridge to the Inverness subdivision.

The Bainbridge Homeowners Association president Scott Waddington was in attendance and spoke.

3. Conditional Use Permit Application for the northwestern approximately 106.4 acres of the parcels of land commonly known as 1575 Bryan Road and more particularly described in the conditional use permit application received by the City on September 4, 2018, on file with the City Clerk from Applicant McKelvey Homes, LLC and Property Owner Cora Bopp Family Limited Partnership.

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

NEW BUSINESS

A motion was made by Alderman Wandling, Seconded by Alderman Gotway to read Bill #18-34 for the first time by short title only. Motion passed unanimously.

BILL #18-34

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, PROVIDING FOR REZONING OF APPROXIMATELY 106.42 ACRES OF LAND FROM R-1A, SINGLE FAMILY RESIDENTIAL, AND C-2, GENERAL COMMERCIAL DISTRICT, TO R-1D SINGLE FAMILY RESIDENTIAL, PLANNED UNIT DEVELOPMENT AND APPROVING THE AREA PLAN FOR SAME

A motion was made by Alderman Klingerman, Seconded by Alderman Wandling to amend Section 2 Line 4 of Bill #18-34 to include "and received by the City on October 10, 2018". Motion passed unanimously.

A motion was made by Alderman Gotway, Seconded by Alderman Wandling to amend Section 3 Paragraph 3 by deleting the text entirely and inserting "Applicant and Owner will be permitted to develop more than fifty percent (50%) of any woodlands concurrent with the Landscape Plan approved as part of the Planned Unit Development Area Plan, as authorized by Section 515.100, subparagraph 4. g. of the Municipal Code of the City of Dardenne Prairie. Motion passed unanimously.

A motion was made by Alderman Klingerman, Seconded by Alderman Ungerboeck to read Bill #18-34 for the second time by short title only. Motion passed unanimously.

A motion was made by Alderman Wandling, Seconded by Alderman Klingerman to put Bill #18-34 to final vote. Roll call was as follows:

Alderman Koch – Aye	Alderman Klingerman- Aye
Alderman Ungerboeck – Aye	Alderman Gotway - Aye
Alderman Nay – Aye	Alderman Wandling - Aye

Mayor Zucker declared Bill #18-34 passed and designated it to be Ordinance #1933.

A motion was made by Alderman Gotway, Seconded by Alderman Wandling to read Bill #18-35 for the first time by short title only. Motion passed unanimously.

BILL #18-35

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, PROVIDING FOR THE APPROVAL OF A CONDITIONAL USE PERMIT FOR PROPERTY ZONED R-1D, P.U.D., SINGLE-FAMILY RESIDENTIAL, PLANNED UNIT DEVELOPMENT DISTRICT, AND GENERALLY LOCATED AT THE NORTHWEST INTERSECTION OF BRYAN ROAD AND FEISE ROAD

A motion was made by Alderman Koch, Seconded by Alderman Klingerman to read Bill #18-35 for the second time by short title only. Motion passed unanimously.

A motion was made by Alderman Wandling, Seconded by Alderman Gotway to put Bill #18-35 to final vote. Roll call was as follows:

Alderman Koch – Aye	Alderman Klingerman- Aye
Alderman Ungerboeck – Aye	Alderman Gotway - Aye
Alderman Nay – Aye	Alderman Wandling - Aye

Mayor Zucker declared Bill #18-35 passed and designated it to be Ordinance #1934.

A motion was made by Alderman Gotway, Seconded by Alderman Ungerboeck to read Bill #18-36 for the first time by short title only. Motion passed unanimously.

BILL #18-36

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AMENDING THE ZONING ORDINANCE OF THE CITY AND PROVIDING FOR THE REZONING OF CERTAIN PROPERTY WITHIN THE UPTOWN DISTRICT AND GENERALLY LOCATED ALONG THE WEST SIDE OF POST ROAD TO "R-1B" SINGLE-FAMILY RESIDENTIAL DISTRICT

A motion was made by Alderman Koch, Seconded by Alderman Ungerboeck to read Bill #18-36 for the second time by short title only. Motion passed unanimously.

A motion was made by Alderman Klingerman, Seconded by Alderman Gotway to put Bill #18-36 to final vote. Roll call was as follows:

Alderman Koch – Aye	Alderman Klingerman- Aye
Alderman Ungerboeck – Aye	Alderman Gotway - Aye
Alderman Nay – Aye	Alderman Wandling - Aye

Mayor Zucker declared Bill #18-36 passed and designated it to be Ordinance #1935.

A motion was made by Alderman Gotway, Seconded by Alderman Ungerboeck to read Bill #18-37 for the first time by short title only. Motion passed unanimously.

BILL #18-37

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE AN EXTENSTION OF THE CONTRACT WITH PECKAM GUYTON ALBERS & VIETS, INC. FOR CONSULTING SERVICES

A motion was made by Alderman Koch to table Bill #18-37. Motion failed for the lack of a second.

A motion was made by Alderman Gotway, Seconded by Alderman Nay to read Bill #18-37 for the second time by short title only. Motion passed.

A motion was made by Alderman Wandling, Seconded by Alderman Gotway to put Bill #18-37 to final vote. Roll call was as follows:

Alderman Koch – Nay	Alderman Klingerman- Aye
Alderman Ungerboeck – Aye	Alderman Gotway - Aye
Alderman Nay – Aye	Alderman Wandling - Aye

Mayor Zucker declared Bill #18-37 passed and designated it to be Ordinance #1936.

A motion was made by Alderman Gotway, Seconded by Alderman Wandling to read Bill #18-38 for the first time by short title only. Motion passed unanimously.

BILL #18-38
AN ORDINANCE SETTING THE FILING DATES, TIMES AND PLACE FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD ON APRIL 2, 2019 IN THE CITY OF DARDENNE PRAIRIE, MISSOURI

A motion was made by Alderman Gotway, Seconded by Alderman Wandling to read Bill #18-38 for the second time by short title only. Motion passed unanimously.

A motion was made by Alderman Klingerman, Seconded by Alderman Koch to put Bill #18-38 to final vote. Roll call was as follows:

Alderman Koch – Aye	Alderman Klingerman- Aye
Alderman Ungerboeck – Aye	Alderman Gotway - Aye
Alderman Nay – Aye	Alderman Wandling - Aye

Mayor Zucker declared Bill #18-38 passed and designated it to be Ordinance #1937.

A motion was made by Alderman Gotway, Seconded by Alderman Klingerman to adopt Resolution #311. Motion passed unanimously.

RESOLUTION #311
A RESOLUTION OF THE BOARD OF ALDERMAN OF THE CITY OF DARDENNE PRAIRIE, MISSOURI REGARDING APPOINTMENT TO THE BOARD OF ADJUSTMENT (KENNETH JOHNSON)

A motion was made by Alderman Ungerboeck, Seconded by Alderman Gotway to adopt Resolution #312. Motion passed unanimously.

RESOLUTION #312
A RESOLUTION OF THE BOARD OF ALDERMAN OF THE CITY OF DARDENNE PRAIRIE, MISSOURI REGARDING APPOINTMENT TO THE BOARD OF ADJUSTMENT (VINCE LOBOSCO)

OLD BUSINESS

1. **BILL #18-09** (Read One-Time Only 5-16-18)
   AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, APPROVING THE RECORD PLAT FOR CÓRDOBA, AND AUTHORIZING THE CITY CLERK TO ATTEST AND CERTIFY APPROVAL OF SAID PLAT

STAFF COMMUNICATIONS
Alderman Wandling mentioned the recent recycling changes.
Alderman Klingerman mentioned the Stump Road sidewalk project and the speed limit.
Alderman Koch inquired if the City has ever looked into using O'Fallon Police instead of St. Charles County.
Mayor Zucker mentioned the Salvation Army tree lighting ceremony and bell ringing challenge.

ADJOURNMENT

With no objections, the meeting was adjourned a 9:20 p.m.

Respectfully submitted,

_____

Kim Clark, City Clerk

BOARD OF ALDERMEN **OCTOBER 23, 2018**

The City of Dardenne Prairie hosted a dinner and discussion for the Dardenne Prairie Homeowners Associations. The dinner was held at Dardenne Prairie City Hall located at 2032 Hanley Road from 6:00 p.m. to 8:00 p.m.

The following were in attendance: Mayor Zucker, Aldermen Nay, Koch, Ungerboeck, Klingerman and Wandling. Also present were City Clerk Kim Clark, Building Inspector/Code Enforcement Jeff Amelong, Economic Development Coordinator Doug Potts and Administrative Assistant Terri Voss.

Representatives from the following subdivisions were also in attendance:

Aberdeen
Avalon
Bainbridge
Canvas Cove
Cove at Dardenne
Dardenne Acres
Hamptons at Dardenne
Kingsmill
Peaceful Valley
Pinnacle Point
Providence
Westborough Farms
Whispering Pines

The following items were discussed:
Schnucks
His & Hers Fried Chicken
Sunterra
Rondale Court
Cordoba
Inverness
Parks & Recreation Master Plan
Recycling
Property Nuisances
Proposition D
Neighborhood Concerns

Respectfully submitted,

_____
Kim Clark, City Clerk

WORKSHOP SUMMARY **OCTOBER 17, 2018**

The City of Dardenne Prairie workshop 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 meeting was opened with the Pledge of Allegiance.

The following were in attendance: Mayor Zucker, Aldermen Wandling, Koch, Klingerman, Gotway, Nay and Ungerboeck. Also present were City Clerk Kim Clark, City Engineer Luke Kehoe and City Attorney John Young. Staff member Jeff Amelong was also in attendance.

ITEMS FOR DISCUSSION AND CONSIDERATION

1. Representative Kathy Conway – Proposition D
2. Presentation by City Engineer regarding sidewalk projects on South Outer Road
3. 2019 Budget
4. November 21, 2018 Meeting
5. Authorize Extension of Contract with PGAV for Consulting Services for Economic Development
6. Short Term Goals (0 – 3 year projects)
7. Long Term Goals (3 – 10 year projects)
8. Review of Board of Aldermen Meeting Agenda (10-17-18)

ADJOURNMENT

With no objections the meeting was adjourned at approximately 7:04.

Respectfully submitted,

_____
Kim Clark, City Clerk

WORKSHOP SUMMARY **OCTOBER 30, 2018**

The City of Dardenne Prairie workshop session was called to order at 7:00 p.m.
The meeting was held at Dardenne Prairie City Hall located at 2032 Hanley Road.

The meeting was opened with the Pledge of Allegiance.

The following were in attendance: Mayor Zucker, Aldermen Wandling, Koch, Klingerman, Nay and Ungerboeck. Alderman Gotway was absent. Also present were City Clerk Kim Clark, City Engineer Luke Kehoe and Bob Easley.

ITEMS FOR DISCUSSION AND CONSIDERATION

1. 2019 Budget

A motion was made by Alderman Ungerboeck, Seconded by Alderman Nay to hold a closed session pursuant to RSMo 610.021 section (2) Real Estate. Motion passed unanimously. Roll call was as follows:

Alderman Koch – Aye	Alderman Klingerman – Aye
Alderman Wandling – Aye	Alderman Nay – Aye
Alderman Ungerboeck - Aye	Alderman Gotway – Absent

CLOSED SESSION

Return to regular session

A motion was made by Alderman Klingerman, Seconded by Alderman Ungerboeck to hold a closed session pursuant to RSMo 610.021 section (3) Personnel. Motion passed unanimously. Roll call was as follows:

Alderman Koch – Aye	Alderman Klingerman – Aye
Alderman Wandling – Aye	Alderman Nay – Aye
Alderman Ungerboeck - Aye	Alderman Gotway – Absent

CLOSED SESSION

Return to regular session

ADJOURNMENT

With no objections, the meeting was adjourned at 10:22 p.m. Motion passed unanimously.

Respectfully submitted,

_____

Kim Clark, City Clerk

EXPENDITURES FOR APPROVAL
11/7/2018

1	Alderman Blake Nay	November, 2018	375.00
2	Alderman Dan Koch	November, 2018	375.00
3	Alderman Dave Wandling	November, 2018	375.00
4	Alderman John Gotway	November, 2018	375.00
5	Alderman Justin Ungerboeck	November, 2018	375.00
6	Alderman Kevin Klingerman	November, 2018	375.00
7	Ameren	City Hall	1,192.22
8	Ameren	Concession Stand	173.77
9	Ameren	Hanley Traffic Light 2	44.47
10	Ameren	Ball Park	283.15
11	Ameren	City Hall Park	190.89
12	Ameren	Traffic Light	11.24
13	Ameren	Street Lights	48.52
14	Cissell Mueller Construction, Inc.	Bond Release	2,000.00
15	Craftsman Plumbing Company LLC	Irrigation Service Call	750.00
16	Cuivre River Electric	Light at Weldon Spring	35.26
17	Cuivre River Electric	Traffic Signal at Henke/Feise	96.00
18	Cuivre River Electric	Georgetown Park	59.48
19	Cuivre River Electric	St. Williams street lights	21.55
20	Cuivre River Electric	Traffic Signal at Feise/Hanley	63.00
21	Da-Com	Office & Maintenance Supplies	576.52
22	Daddy Ray Burgers	HOA Dinner & Discussion	550.00
23	Dade Irrigation	Irrigation Service Call	150.00
24	Doris Kosteck	Overpayment Reimbursement	78.00
25	First Bank	Credit Card Charges	2,383.90
26	Insurance: Anthem Blue Cross/Blue Shield	Health: November, 2018	5,820.96
27	Insurance: Principal Life	Life: November, 2018	217.85
28	Jeffrey J. Sandcork	Prosecuting Attorney: November, 2018	1,100.00
29	Kehoe Engineering	Reimbursable Engineering: September, 2018 (85%)	5,526.04
30	Kehoe Engineering	Engineering: September, 2018	10,209.04
31	MACA	Membership Fees: Wood	60.00
32	Martin Trophy	Memorial Tree Marker & Plaques	155.00
33	Mayor David C. Zucker	November, 2018	1,000.00
34	O'Fallon Printing	Court Forms	58.00
35	Office Essentials	Office Supplies	33.58
36	Parks: C & R Sound	Tree Lighting	350.00
37	Parks: Umpires	Umpires to 10/11	680.00
38	Payroll	11-02-18 Payroll	21,828.57
39	St. Louis Post Dispatch	Election Filing Notice	226.76
40	Storage Q	Deposit Release	16,332.73
41	Tamie Wood	Reimbursement	32.84
42	The Law Office of Dennis Chassaniol	Municipal Judge: November, 2018	500.00
43	United Printing Consultants	Business Cards	90.50
44	Wheelhouse Solutions	IT Service	1,182.61
			76,362.45

Approved by Board of Aldermen 11-02-18

Mayor David C. Zucker

DARDENNE
PRAIRIE
www.DardennePrairie.org

City Engineer
Phone 636.978.6008
Fax 636.898.0923
Engineer @DardennePrairie.org

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

October 18, 2018

Mayor David Zucker
City of Dardenne Prairie
2032 Hanley Road
Dardenne Prairie, MO 63368

Subject: Deposit Release No. 2 - Final
StorageQ , Phase 1
Site Improvements
Dardenne Prairie Project No. 971422

Dear Mayor Zucker:

Per the request of StorageQ, and our inspections, we recommend a final release of the escrow established and held for the site improvements of the subject project in the amount of $67,331.11. The attached deposit account summary form details the total deposit amounts and the amount recommended for this release.

If you have any questions, please feel free to contact me.

Very Truly Yours,

KEHOE ENGINEERING COMPANY, INC.

Luke R. Kehoe

Luke R. Kehoe, P.E., CFM, LEED AP
City Engineer

Attachment

cc: Board of Aldermen
Kim Clark, City Clerk
Dale Stoecklein, StorageQ
Gary Cummins, Bank of Versailles – 113 E. Newton, Versailles Missouri 65084

DARDENNE PRAIRIE

www.DardennePrairie.org

City Engineer
Phone 636.978.6008
Fax 636.898.0923
Engineer@DardennePrairie.org

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

Deposit Account Summary

Release No.: 2 - Final

971422 StorageQ, Phase 1

Last Updated: 10/18/2018

Item	Original Deposit Amount	Previously Released Amount	Recommended Reimbursed This Period	Recommended Released To Date	Outstanding Balance
Landscaping (trees and shrubs)	$5,150.00	$4,893.00	$257.00	100%	$0.00
Seeding	$44,166.00	$26,500.00	$17,666.00	100%	$0.00
Storm Sewers	$30,701.00	$29,166.00	$1,535.00	100%	$0.00
Site Clearing and Grading	$45,840.00	$43,548.00	$2,292.00	100%	$0.00
Bioretention	$12,250.00	$0.00	$12,250.00	100%	$0.00
Stabilization and Revegetation	$11,700.00	$0.00	$11,700.00	100%	$0.00
Erosion and Silt Control Plan	$13,420.25	$12,749.00	$671.25	100%	$0.00
Additional 10% for all Categories	$16,322.73	$11,685.60	$4,637.13	100%	$0.00
TOTAL - Letter of Credit	$179,549.98	$128,541.60	$51,008.38	100%	$0.00

Item	Original Deposit Amount	Previously Released Amount	Recommended Reimbursed This Period	Recommended Released To Date	Outstanding Balance
Maintenance Deposit	$16,322.73	$0.00	$16,322.73	100%	$0.00
TOTAL - Cash	$16,322.73	$0.00	$16,322.73	100%	$0.00

[X] Recommended for release by the City Engineer

[ ] Approved for release by the Board of Aldermen

Prepared by: Luke R. Kehoe

Kehoe Engineering Company, Inc.
Luke R. Kehoe, P.E., City Engineer

DARDENNE PRAIRIE
www.DardennePrairie.org

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

City Engineer
Phone 636.978.6008
Fax 636.898.0923
Engineer@DardennePrairie.org

October 31, 2018

Mayor David Zucker
City of Dardenne Prairie
2032 Hanley Rd.
Dardenne Prairie, Missouri 63368

Subject: Facilities Work in Public Right-of-Way – 1332 Feise Road (Connection Christian Church)
Cash Performance Bond
Dardenne Prairie Project No. 971200

Dear Mayor Zucker:

Following our inspection, we recommend a full refund of the $2,000.00 cash bond posted by Cissell Mueller Construction, Inc. and held by the City for the guaranteed faithful performance of the subject project.

If you have any questions, please feel free to contact me.

Sincerely,
KEHOE ENGINEERING COMPANY INC.

Luke R. Kehoe, P.E., CFM, LEED AP
City Engineer

cc: Board of Aldermen
Kim Clark, City Clerk
Gregg Sparks, Cissell Mueller Construction, Inc.

BILL NO. 18-39

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI AUTHORIZING A DEPOSIT AGREEMENT GUARANTEEING SITE PLAN IMPROVEMENTS WITH CASH ESCROW WITH STORAGEQI LLC d/b/a STORAGEQ

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 Site Plan Improvements with Cash Escrow attached hereto, marked as **Exhibit A**, and incorporated by reference herein, by and between the City of Dardenne Prairie, Missouri, and StorageQ1 LLC, d/b/a StorageQ, be and they hereby are in all respects approved, and the Mayor and City Engineer are hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Deposit Agreement Guaranteeing Site Plan Improvements with Cash Escrow in substantially the form attached hereto.

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.

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

Read two times, passed, and approved this _____ day of _____, 2018.

_____
As Presiding Officer and as Mayor

Attest:

_____
City Clerk

Approved this _____ day of _____, 2018.

_____
Mayor

Attest:

_____
City Clerk

PAID
OCT 16 2018
CK 546
By YLV $500 Rec-18-0907
CK 545 $15,491.58 Rec-18-0908

Dardenne Prairie Project Number: 971423

DEPOSIT AGREEMENT GUARANTEEING SITE PLAN IMPROVEMENTS WITH CASH ESCROW

THIS DEPOSIT AGREEMENT GUARANTEEING SITE PLAN IMPROVEMENTS WITH CASH ESCROW (the "AGREEMENT") is made and entered into as of the 15th day of October, 2018 by and among Storage Q, herein called DEVELOPER, and the CITY OF DARDENNE PRAIRIE, MISSOURI, a city of the fourth class in St. Charles County, Missouri, herein called CITY.

WHEREAS, the DEVELOPER has submitted a SITE PLAN to the CITY for the development of certain real property known as Storage Q Phase 2 (the "SITE"), and has requested approval of the same by the City; and

WHEREAS, the SITE PLAN has been approved by the City's Planning and Zoning Commission and all inspection fees owed to the City have been paid; and

WHEREAS, the development plans for the SITE have been approved by the CITY's Planning and Zoning Commission and/or the CITY Engineer, and the DEVELOPER has engaged a qualified, licensed engineer to reasonably estimate and determine that the cost of construction, installation and completion of the improvements of the aforesaid SITE (the "IMPROVEMENTS") to be the sum of Fourteen thousand, eighty-three + thirty-five cents ($14,083.35), and the CITY Engineer has approved the aforesaid estimated cost of construction; and

WHEREAS, the DEVELOPER is seeking the CITY's approval of a construction permit; and

WHEREAS, the CITY's Municipal Code requires that the DEVELOPER must establish a satisfactory security to guaranty the satisfactory construction of the IMPROVEMENTS;

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

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER hereby deposits with the Treasurer of the CITY, the sum of Fourteen Thousand Eighty Three dollars & twenty five Cents DOLLARS ($ 14083.25), in lawful money of the United States of America, called CONSTRUCTION DEPOSIT, with the CITY, as a deposit guaranteeing the construction, installation and completion of the IMPROVEMENTS required by the approved SITE PLAN together with the cost of restoration of the Site in case of failure of the DEVELOPER 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 Fourteen Hundred & Eight dollars and thirty-three Cents DOLLARS ($ 1408.33), 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 required by the approved SITE PLAN, together with the cost of restoration of the SITE in case of failure of the DEVELOPER 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 SITE PLAN approved by the CITY Engineer.

2. That all invoices for CITY engineering inspections shall be paid by the DEVELOPER 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 required by the approved Site Plan, 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 10-15-18, a copy of which is attached hereto and made a part hereof as Exhibit "A", and as per plans and specifications for the SITE which have been filed with CITY and approved by the CITY Engineer on 10-15-18, 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 SITE, 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 10-15-18, 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 DEVELOPER, the DEVELOPER 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 DEVELOPER, of the aforesaid development/subdivision; said additional sums shall also be subject to the terms of this DEPOSIT AGREEMENT.

7. That, except as otherwise provided in this Section, the DEVELOPER guarantees that all required IMPROVEMENTS, as shown on the approved SITE PLAN, 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 construction permit therefore ("COMPLETION DATE"), and the DEVELOPER shall appoint a qualified, licensed engineer to supervise the construction, installation and completion of the IMPROVEMENTS, as shown on the approved SITE PLAN, 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 DEVELOPER 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 transportation, water, sewerage, schools, parks, playgrounds or other public IMPROVEMENTS, facilities or requirements so long as all guarantees 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 Section 410.130 of the CITY's Municipal Code.

8. Due to the costs of administering this AGREEMENT and compliance with changing State regulations relating thereto, the DEVELOPER shall pay the CITY upon execution of this 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 AGREEMENT. The DEVELOPER 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 AGREEMENT, in lieu of completion of the IMPROVEMENTS. The DEVELOPER may request a refund of any principal amounts of any initial or supplemented deposit above the costs attributable to the development during the period of the escrow by written request made within thirty (30) days after the DEVELOPER has received CITY approval of the IMPROVEMENTS.

9. That prior to a request for deposit release, the DEVELOPER 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 DEVELOPER specifying the deficiency(s) ("DEFAULT NOTICE"). If DEVELOPER has not, within fifteen (15) days after the date on which such DEFAULT NOTICE is received by DEVELOPER, begun and pursued, with all best efforts, correction of all deficiency(s) noted, then CITY may without any further notice to DEVELOPER, 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 DEVELOPER shall submit a written request for approval of release of the CONSTRUCTION DEPOSIT as to all or any part of the DEVELOPER'S obligation only after construction, completion and installation of some phase of work on the IMPROVEMENTS as indicated on the approved SITE PLAN, 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 subdivision 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 subdivision. 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 DEVELOPER'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 subdivision has been constructed and completed as required,

b. The DEVELOPER 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 DEVELOPER 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 the subdivision, 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 DEVELOPER shall continue to be responsible for defects, deficiencies and damage to public streets and other required IMPROVEMENTS during development of the subdivision. 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 DEVELOPER of its obligation relating to the completion of the IMPROVEMENTS until the final subdivision 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 as a public improvement for which the CITY shall bear any responsibility or be deemed to have accepted for maintenance.

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 development of the subdivision is complete as determined by the CITY Engineer.

15. That upon commencement of installation of the IMPROVEMENTS within the subdivision, the DEVELOPER shall be responsible for maintenance of the IMPROVEMENTS, including undeveloped lots, streets, sidewalks, common areas and storm and drainage facilities, until the sooner of the (1) expiration of eighteen (18) months after acceptance for public dedication of the specific IMPROVEMENT by the CITY or (2) expiration of eighteen (18) months after occupancy permits have been issued on ninety-five percent (95%) of all of the lots in the subdivision plat(s) 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 construction on the lot or as permitted by site plan) and street de-icing and snow removal. 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, deposit released and accepted by the Governing Body of the governmental entity for dedication. Irrespective of other continuing obligations, the DEVELOPER's street de-icing and snow removal obligations shall terminate on the date a street is accepted by the CITY for public maintenance.

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 subdivision which the DEVELOPER 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 DEVELOPER 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 DEVELOPER 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. That in determining the amount of MAINTENANCE DEPOSIT that shall continue to be held, portions of the deposit amount that were attributable to IMPROVEMENTS that have been accepted by any third party governmental entity or utility legally responsible for the maintenance of the IMPROVEMENT may be released upon such acceptance of the IMPROVEMENT by the entity. 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, 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. Pursuant to Sections 14 and 18 herein, the CITY Engineer shall inspect each category of Improvement within twenty (20) business days after a request for such inspection has been filed with the CITY Engineer by the DEVELOPER, 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 final approved SITE PLAN and all applicable requirements thereto, and is therefore ready for inspection; and

(c) A verified statement from a representative officer of the DEVELOPER 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 DEVELOPER.

20. That the obligation and rights of the DEVELOPER to construct, complete, install and maintain the IMPROVEMENTS indicated on the approved SITE PLAN and provide for street maintenance shall not cease until the DEVELOPER shall be finally released by the CITY Engineer, nor shall this DEPOSIT AGREEMENT be assignable or transferable by DEVELOPER. Furthermore, in the event of a default, abandonment, or failure of the DEVELOPER 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 DEVELOPER 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 7, the IMPROVEMENTS are not constructed, completed, installed, accepted and maintained as required or if the DEVELOPER shall violate any provision of the DEPOSIT AGREEMENT, the CITY Engineer must notify the DEVELOPER to show cause within not less than ten (10) days why the DEVELOPER should not be declared in default. Unless good cause is shown, no building or other permit shall be issued to the DEVELOPER in the subdivision during any period in which the DEVELOPER is in violation of the DEPOSIT AGREEMENT or Chapter 410 of the Municipal Code. If the DEVELOPER fails to cure any default or present a compelling reason why no default should be declared, the CITY Engineer shall declare the DEVELOPER 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 SITE PLAN or other appropriate purposes in the interest of the public safety, health and welfare; or

b. Require the DEVELOPER or surety to pay to the CITY the balance of the surety not theretofore released; or

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

The failure of a DEVELOPER 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 DEVELOPER 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 DEVELOPER 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 development will continue in the subdivision 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 DEVELOPER to build or construct on the UNDEVELOPED PORTION of the subdivision. For the purpose of this Subsection the UNDEVELOPED PORTION of the subdivision means all lots other than lots which have been sold for personal use and occupancy or are under bona fide contract for sale to any person for personal use or occupancy. The CITY Engineer shall give the DEVELOPER ten (10) days' written notice of an order under this Subsection with copies to all sureties, as appropriate, who have outstanding obligations for any UNDEVELOPED PORTION of the subdivision 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 and maintenance of streets assured as provided herein, the CITY Engineer shall order construction suspended on the UNDEVELOPED PORTION of the subdivision. The order shall be served upon the DEVELOPER 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.

1. If said notice is for a Site or subdivision:

THIS [SITE] SUBDIVISION, (name of [site] subdivision), 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] SUBDIVISION 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 CHAPTER 410 OF THE MUNICIPAL CODE OF THE CITY OF DARDENNE PRAIRIE.

2. If said notice is for a lot:

THIS LOT, (lot number), 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 LOT 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 CHAPTER 410 OF THE MUNICIPAL CODE OF THE CITY OF DARDENNE PRAIRIE.

The City shall not thereafter authorize construction, building or demolition activity to take place 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 subdivision and a guarantee of public street maintenance has been provided; or

b. Suspend the rights of the DEVELOPER 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 DEVELOPER ten (10) days' written notice of an order under this clause with a copy to sureties known to the CITY Engineer to have obligations outstanding on behalf of the DEVELOPER 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 and maintenance of streets assured as provided herein, the CITY Engineer shall order construction suspended. The order shall be served upon the DEVELOPER, and a copy recorded with the Recorder of Deeds. The CITY shall not thereafter authorize construction, building or demolition activity to take place 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 and public street maintenance as assured. A DEVELOPER 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 DEVELOPER or any RELATED ENTITY is in default, as determined by the CITY Engineer, the rights of the DEVELOPER 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 DEVELOPER 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 DEVELOPER or RELATED ENTITIES until such compliance is cured. The CITY shall also have the right to partially or wholly remedy DEVELOPER's deficiencies or breached obligations by set-off of any funds or assets otherwise held by the CITY of the DEVELOPER to the maximum extent permitted by law. Such set-off shall occur upon written notice of such event by the CITY Engineer to the DEVELOPER after the DEVELOPER has failed to timely cure the deficiencies. The DEVELOPER shall pay the CITY's costs, including reasonable attorney's fees, of enforcing this DEPOSIT AGREEMENT in the event that the DEVELOPER 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 DEVELOPER 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. DEVELOPER 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 DEVELOPER shall abandon the development of the SITE or fail to maintain the IMPROVEMENTS, whichever shall occur first, the CITY may thereafter maintain, repair or replace the IMPROVEMENTS and may apply the remaining MAINTENANCE DEPOSIT therefor. DEVELOPER further agrees to indemnify and hold harmless the CITY from and of any and all costs and expenses incurred by the CITY in maintaining and/or repairing and 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.

[remainder of this page intentionally left blank]

StorageQ

DEVELOPER

Authorized Signature

Dale Stecklein Manager

Printed Name Title

dale@StorageQ.com

Email Address

12675 Rott Rd

Street Address

St. Louis MO 63127

City State Zip Code

314-401-3386

Telephone Facsimile

STATE OF MISSOURI)
St. Louis) SS
COUNTY OF ~~ST. CHARLES~~)

On this 16 day of October, 2018, before me personally appeared Dale Stecklein, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

Notary Public

My Commission Expires: April 1, 2021

JUDD V. HEEB
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis City
My Commission Expires: April 1, 2021
Commission # 13466425

APPROVED BY:

_____

City Engineer (printed)

_____

Signature Date

_____

Mayor (printed)

_____

Signature Date

Attest:

_____

City Clerk (printed)

_____

Signature Date

Exhibit "A"

[ATTACH APPROVED COST ESTIMATE]

ENGINEERING
PLANNING
SURVEYING

StorageQ - Phase II

Dardenne Prairie Project #: 971423 BAX Project #: 10-15035

SWPPP COST ESCROW (ESC PLAN)

9/19/2018

SILTATION CONTROL			
DESCRIPTION	QUANTITY	UNIT COST	TOTAL
SILT FENCE	685 L.F.	$ 2.75	$ 1,883.75
DITCH CHECKS	44 L.F.	$ 3.50	$ 154.00
SILTATION MAINTENANCE	1 L.S.	$ 2,000.00	$ 2,000.00
SILTATION INSTALLATION	1 L.S.	$ 1,000.00	$ 1,000.00
CONSTRUCTION ENTRANCE	1 E.A.	$ 2,300.00	$ 2,300.00
SEEDING	12,985 S.F.	$ 0.30	$ 3,895.50
		TOTAL	$ 11,233.25

STATE OF MISSOURI
CLIFFORD
L. HEITMANN
NUMBER
E-29817
REGISTERED PROFESSIONAL ENGINEER

10-15-18

BAX ENGINEERING, CO.
221 Point West Boulevard
St. Charles, MO 63301
(636) 928-5552 ph. (636) 928-1718 fax

ENGINEERING
PLANNING
SURVEYING

StorageQ - Phase II

Dardenne Prairie Project #: 971422 BAX Project #: 10-15035

SITE IMPROVEMENT ESCROW

10/15/2018

SITE WORK			
DESCRIPTION	QUANTITY	UNIT COST	TOTAL
BIORETENTION PLANTINGS(19 plants) - PHASE II	1 L.S.	$ 150.00	$ 150.00
		TOTAL	$ 150.00

STATE OF MISSOURI
CLIFFORD
L. HEITMANN
NUMBER
E-29817
REGISTERED PROFESSIONAL ENGINEER

10-15-18

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St. Charles, MO 63301
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ENGINEERING
PLANNING
SURVEYING

StorageQ - Phase II

Dardenne Prairie Project #: 971422 BAX Project #: 10-15035

STABILIZATION AND REVEGETATION ESCROW

10/15/2018

DESCRIPTION	QUANTITY	UNIT COST	TOTAL
Area of grading	0.90 Ac.	$ 3,000.00	$ 2,700.00
		TOTAL	$ 2,700.00

Unit cost shown has been determined by the City of Dardenne Prairie under ordinance 412.080

STATE OF MISSOURI
CLIFFORD L. HEITMANN
NUMBER E-29817
REGISTERED PROFESSIONAL ENGINEER

10-15-18

BAX ENGINEERING, CO.
221 Point West Boulevard
St. Charles, MO 63301
(636) 928-5552 ph. (636) 928-1718 fax

Exhibit "B"

[ATTACH OR REFERENCE PLANS AND SPECIFICATIONS FOR SITE]

Title of Plans: Storage Q - Phase 2

Prepared by: Bax Engineering Co

Dated: 8-6-18

With the Latest Revision Date: 10-9-18

Exhibit "C"

CERTIFICATE OF COMPLETION

Project Name: _____

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 site improvement construction plans 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 construction plans are noted in the "as-built" plans that have been provided to the City of Dardenne Prairie, Missouri, for above-listed development.

_____
Project Engineer (printed)

_____
Street Address

_____
City Sate Zip Code

_____
Telephone Facsimile

Engineer's Seal

BILL NO. 18-09

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, APPROVING THE RECORD PLAT FOR CÓRDOBA, AND AUTHORIZING THE CITY CLERK TO ATTEST AND CERTIFY APPROVAL OF SAID PLAT

WHEREAS, Payne Family Homes, LLC (the "Property Owner"), is the owner of a certain tract of land located within the City of Dardenne Prairie, Missouri; and

WHEREAS, the Property Owner has submitted to the City for review and approval the Record Plat for Córdoba, and the Planning and Zoning Commission has recommended approval of said Plat.

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

SECTION 1. That upon review by the Planning and Zoning Commission and the Board of Aldermen, the City of Dardenne Prairie does hereby approve the Record Plat for Córdoba, received by the City oh April 5, 2018, prepared by Volz Incorporated, referencing Project Number 21333-00, which Plat is on file in the office of the City Clerk and is incorporated by reference herein.

SECTION 2. The City Clerk will maintain a copy of the Plat on file with the City Records and is authorized to attest and certify approval of the Plat.

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

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

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 _____, 2018.

_____
As Presiding Officer and as Mayor

Attest:

_____
City Clerk

Approved this _____ day of _____, 2018.

_____
Mayor

Attest:

_____
City Clerk