

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

**BOARD OF ALDERMEN
WORKSHOP AGENDA
OCTOBER 21, 2015
5:30 p.m.**

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

ITEMS FOR DISCUSSION AND CONSIDERATION

1. Update on Barathaven Trail Relocation & Repair Project (Mayor)
2. Dardenne Greenway Landscaping Maintenance (Easley)
3. Barathaven Practice Field Irrigation Repair (Easley)
4. Janitorial Service Provider (Easley)
5. IT Maintenance Provider (Mayor)
6. Barathaven CID Annual Budget (Mayor)
7. Federal Funding for Transportation Alternatives Program (Kehoe)
8. Short Term Goals (0 – 3 year projects)
9. Long Term Goals (3 – 10 year projects)
10. Review of Board of Aldermen Meeting Agenda (10-21-15)

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

RBA FORM (OFFICE USE)

MEETING DATE: **October 21, 2015**

Regular () Work Session (X)

ATTACHMENT: YES () NO (X)

Contract () Ordinance () Other (X)

Request for Board Action
By: Mayor ZUCKER

Ward: 3

Description: Update RE: Barathaven Trail Relocation & Repair Project.

Recommendation: Staff – Approve () Disapprove ()

- **Summary/Explanation: At the 10/07 workshop the BOA was asked--“Do you wish to wait until after GRG Board approves before accepting bid from successful low bidder? Risk: May be too late in November to lay asphalt; we must then wait until Spring. Bids expire and we have to rebid the job. If we proceed in October work can get done this fall as bid, but we risk a disagreement with GRG if its board rejects staff proposal as outlined above.”**
- **The question has been OBE (overtaken by events). Following is a message from the low bidder:**
- “I spoke with my boss about scheduling and the reality of this work being done this year. I also spoke with the sealing companies and there is no way the sealing will be done this year. It is almost too cold now, so by the time this is awarded the companies will have shut down their sealing productions. With the weather turning colder our work comes with a lot of risk as well. If this is awarded and a NTP is given out by the 23rd the reality is it would take a week to get everything gathered up, surveying laid out, and a crew mobilized due to our workload right now. The risk you run into is the weather being too cold for us to warranty our asphalt. What my boss proposed is you giving us an extension. Say 90 days to complete the project from March 1st. This will allow us to attack the project with better weather and give you an overall better product. ”
- **I now propose that DP negotiate a schedule change with a view to performing the work in the Spring. We can now await action by the GRG Board of Directors.**
- **Budget Impact: TBD**

RBA requested by: Mayor Zucker

RBA FORM (OFFICE USE ONLY)
MEETING DATE: 10/21/2015
Regular () Work Session (x)
ATTACHMENT: YES () NO (x)
Contract () Ordinance () Other (x)

Request for Board Action
By: Staff

Ward All

**Description: Federal Funding for
Transportation Alternatives Program**

• **Recommendation:** Staff – Approve (x) Disapprove ()

• **Summary/Explanation:**

East-West Gateway Council of Governments (EWGCOG) is now soliciting for project applications through the Transportation Alternatives Program (TAP). TAP, authorized under MAP-21, provides funding for on- and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation and enhanced mobility, community improvement activities, environmental mitigation, and safe routes to school projects. The City must be able to provide a minimum of a twenty percent funding match.

This year, approximately \$7 million will be available in Missouri portion of the region. School districts and not-for-profit agencies are not eligible applicants, but may partner as secondary sponsors with any eligible entity. A Project Development Workshop was held on October 15, 2015. At this workshop, EWGCOG staff provided information on TAP including program eligibility, project applications, scoring criteria, and available funding.

Possible City projects include:

- Feise Road sidewalks
- Sidewalk connections between neighborhoods and
 - John Weldon Elementary School
 - Prairie View Elementary School
 - Crossroads Elementary School
- City-wide handicap ramp improvements
- Henning Road trail reconstruction
- Traffic calming projects
- Others...

Applications are due December 7, 2015.

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

A refundable application fee = 0.5% of federal funding being requested, application preparation and design fees (dependent upon project(s) selected for application), and 20% of project costs.

RBA requested by: Luke R. Kehoe

Date: 07/15/2015

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

BOARD OF ALDERMEN
MEETING AGENDA
OCTOBER 21, 2015
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 Stipes
Alderman Santos

OPEN FORUM

CONSENT AGENDA

1. Board of Aldermen Minutes 10-07-15
2. Workshop Summary 10-07-15
3. Expenditures for Approval 10-21-15
4. Treasurer's Report – As of September 30, 2015
5. Bryan Road CID 2016 Annual Budget
6. BarathHaven CID 2016 Annual Budget

ITEMS REMOVED FROM CONSENT AGENDA

NEW BUSINESS

1. **Bill #15-36**

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE MAYOR TO NEGOTIATE AND ENTER INTO AMENDMENT 1 OF THE INTERGOVERNMENTAL AGREEMENT FOR THE MANAGEMENT OF THE GATEWAY GREEN LIGHT PROGRAM—ST. CHARLES COUNTY, WITH ST. CHARLES COUNTY, MISSOURI, THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, THE CITY OF COTTLEVILLE, MISSOURI, THE CITY OF LAKE ST. LOUIS, MISSOURI, THE CITY OF O'FALLON, MISSOURI, THE CITY OF ST. CHARLES, MISSOURI, THE CITY OF ST. PETERS, MISSOURI, THE CITY OF WELDON SPRING, MISSOURI, AND THE CITY OF WENTZVILLE, MISSOURI, IN ORDER TO PROVIDE FOR THE COORDINATED MANAGEMENT OF THE GATEWAY GREEN LIGHT PROJECT—ST. CHARLES COUNTY

2. **Bill #15-37**

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, ANNEXING CERTAIN ADJACENT TERRITORY INTO THE CITY OF DARDENNE PRAIRIE, MISSOURI (1418 FEISE ROAD)

3. **Bill #15-38**

AN ORDINANCE REVISING THE BUDGET FOR THE CITY OF DARDENNE PRAIRIE, MISSOURI, FOR THE FISCAL YEAR COMMENCING ON JANUARY 1, 2015 AND ENDING DECEMBER 31, 2015

4. **Bill #15-39**

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

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

The City of Dardenne Prairie Board of Aldermen meeting was called to order at 7:07 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 Pastor Mike Schreiner of Morningstar Church.

Present at roll call were Mayor Zucker, Aldermen Klingerman, Gotway and Stipes. Alderman Nay was in attendance via video conferencing. Alderman Santos and Koch were absent. Also present were City Clerk Kim Clark, City Engineer Luke Kehoe and City Attorney David Hamilton. Staff members Jeff Amelong and Tommie Monroe were also in attendance.

NEW BUSINESS

A motion was made by Alderman Nay, Seconded by Alderman Stipes to adopt Resolution #255. Motion passed unanimously.

Resolution #255

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, REGARDING THE DISESTABLISHMENT OF CERTAIN SUBCOMMITTEES OF THE BOARD OF ALDERMEN

A motion was made by Alderman Gotway, Seconded by Alderman Klingerman to read Bill #15-35 for the first time by short title only. Motion passed unanimously.

Bill #15-35

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE A CONTRACT WITH THE APPARENT LOW BIDDER FOR THE PEDESTRIAN AND DRAINAGE FACILITIES IMPROVEMENTS PROJECT NO. 970810

A motion was made by Alderman Gotway, Seconded by Alderman Stipes to read Bill #15-35 for the second time by short title only. Motion passed unanimously.

A motion was made by Alderman Nay, Seconded by Alderman Gotway to put Bill #15-35 to final vote. Motion passed unanimously.

Roll call was as follows:

Alderman Koch – Absent	Alderman Stipes - Aye
Alderman Gotway – Aye	Alderman Santos - Absent
Alderman Klingerman – Aye	Alderman Nay – Aye

Mayor Zucker declared Bill #15-35 passed and designated it to be Ordinance #1775.

OLD BUSINESS

A motion was made by Alderman Stipes, Seconded by Alderman Gotway to table Resolution #254 indefinitely. Motion passed unanimously.

Resolution # 254

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, CONSENTING TO THE MAYOR'S APPOINTMENT OF CRAIG STANKOVICH AND MICHAEL LUNA TO THE BOARD OF DIRECTORS OF THE BARATHAVEN COMMUNITY IMPROVEMENT DISTRICT

Alderman Nay excused himself from the meeting at approximately 7:17p.m.

CONSENT AGENDA

1. Board of Aldermen Minutes 09-16-15 & Special Meeting 09-22-15
2. Workshop Summary 09-02-15 & 09-16-15
3. Expenditures for Approval 10-07-15
4. Treasurer's Report – As of August 31, 2015
5. Liquor License – Signature India – 1613 Bryan Road – Intoxicating Liquor (all kinds)
By Drink & Sunday

With no objections, the consent agenda was approved and adopted.

OPEN FORUM - No one present to speak.

STAFF COMMUNICATIONS

Tommie Monroe provided an update on the PWSD #2 sewer renovation project.

Mayor Zucker congratulated Kim Clark on her ten years of service to the City of Dardenne Prairie.

Alderman Klingerman inquired if the city recognizes employees for longevity.

A motion was made by Alderman Gotway, Seconded by Alderman Klingerman to adjourn the meeting at 7:25 p.m. Motion passed unanimously.

Respectfully submitted,

Kim Clark, City Clerk

The City of Dardenne Prairie workshop session was called to order at 5:30 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 Klingerman, Gotway and Stipes. Alderman Nay was in attendance via video conferencing. Alderman Santos and Koch were absent. Also present were City Clerk Kim Clark, City Engineer Luke Kehoe and City Attorney David Hamilton. Staff members Jeff Amelong and Tommie Monroe were also in attendance.

ITEMS FOR DISCUSSION AND CONSIDERATION

1. Road Maintenance & Repair – 2015 Budget Status (Kehoe)
2. Pedestrian & Drainage Facilities Improvements Project (Kehoe)
3. BaratHaven Trail Relocation & Repair Project (Mayor)
4. City Hall Cleaning (Easley)
5. Short Term Goals (0 – 3 year projects)
6. Long Term Goals (3 – 10 year projects)
7. Review of Board of Aldermen Meeting Agenda (10-07-15)

STAFF COMMUNICATIONS

Alderman Gotway mentioned he received a call from a resident regarding target practice within the city limits.

Mayor Zucker congratulated Kim Clark on her ten years of service to the City of Dardenne Prairie. He also mentioned a recent meeting with a property owner who wishes to annex into the City.

A motion was made by Alderman Stipes, Seconded by Alderman Gotway to hold a closed session pursuant to RSMo 610.021 section (3) Personnel and (11) Bid Specs. Motion passed unanimously. Roll call was as follows:

Alderman Koch – Absent	Alderman Klingerman – Aye
Alderman Stipes – Aye	Alderman Nay – Aye
Alderman Gotway – Aye	Alderman Santos - Absent

CLOSED SESSION

A motion was made by Alderman Klingerman, Seconded by Alderman Gotway to return to regular meeting agenda. Motion passed unanimously.

A motion was made by Alderman Gotway, Seconded by Alderman Klingerman to adjourn the meeting at 7:07 p.m. Motion passed unanimously.

Respectfully submitted,

Kim Clark, City Clerk

EXPENDITURES FOR APPROVAL

10/21/2015

1 County Land Maintenance	Brushhogging: Hubble Property	400.00
2 Ameren	Street Lights to 10/1 & 10/6	154.43
3 Court-Missouri Department of Revenue	Crime Victims: September, 2015	1,055.24
4 Court-Sheriff Retirement Fund	Retirement Fund: September, 2015	443.50
5 Court-St. Charles County-Dom Violence Fund	Court Fines: September, 2015	296.00
6 Court-Treasurer; State of Missouri	POST Fees: September, 2015	148.00
7 DNT Equipment Division	Tenant copies	2.28
8 Family Support Payment Center	10/23 Payroll	147.23
9 Gateway Lock & Security	City Hall Lock Programming	150.00
10 GFI	Copier Fees	207.23
11 Hazelwood & Weber	September, 2015 Legal Fees	9,173.19
12 Insurance: FCL Dental	Dental: November, 2015	291.98
13 MO Dept of Revnue	Quarterly Sales Tax Report	35.00
14 MyGov, LLC	Building Dept Software: Nov & Dec, 2015	1,200.00
15 nCisive Consulting	Computer Maintenance	540.00
16 Office Essentials	Office & Coffee Supplies	223.25
17 Parks: Fundways of MO	Tree Lighting Tent & Heaters	1,505.20
18 Parks: The Clowns, LLC	Tree Lighting Balloon Artists	610.00
19 Payroll	Payroll: 10-09-15	17,770.63
20 PNC	Credit Card Charges	820.96
21 Professional Irrigation Systems	Irrigation Repair at City Hall	239.74
22 Sprint	Amelong Cell Phone	67.24
23 St. Charles County Health Department	Mosquito control	395.85
24 St.Louis Post Dispatch	Bid Notice: Sidewalk Project	942.92
25 Thoele	Gasoline Charges to 9-29-15	504.27
26 UMB Bank, NA	October, 2015 TDD Sales Tax Payment	38,598.48
27 Windstream	Phone Service	612.60
		76,535.22
28 Kehoe Engineering	2012-2014 Invoicing	10,176.07
		86,711.29

Approved by Board of Aldermen 10-21-15

Mayor David C. Zucker

TREASURER'S REPORT

As of September 30, 2015

Special Revenue Fund	297,768.47
General Fund	3,408,929.33
Parks & Storm Water Fund	68,845.27
Capital Improvement Sales Tax Fund	199,549.76
Certificate Payment Account	33.00
Municipal Bond Account	4,489.00
Escrow/Bond Account	134,553.25
Petty Cash	100.00
Cash Drawer	200.00
TOTAL	4,114,468.08
COP Series 2008 (Reserve)	248,213.73
COP Series 2009	1.16
Bryan Road NID Bond Fund	116,471.43
Bryan Road NID Bond Reserve Fund	121,256.45

Respectfully submitted,

Kim Clark

Kim Clark

City Clerk/Treasurer

DEVELOPMENT DYNAMICS

October 1, 2015

Ms. Kim Clark
City of Dardenne Prairie, MO
2032 Hanley Road
Dardenne Prairie, MO 63366

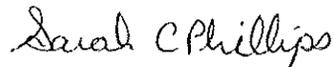
Dear Ms Clark,

On November 16, 2005, the City of Dardenne Prairie, Missouri (the "City") adopted Ordinance No. 952 (the "Ordinance") creating the Bryan Road Community Improvement District (the "District") as a political subdivision of the State of Missouri in accordance with the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "CID Act").

Pursuant to Section 67.1471 of the CID Act, the District is submitting the proposed annual budget, setting forth revenues and expenditures for the upcoming fiscal year. The purpose of this letter is to request that the enclosed budget be submitted to the City for review and comment in accordance with Section 67.1471 of the CID Act.

If you have any questions or comments, please do not hesitate to contact us.

Sincerely,



Sarah Phillips
Financial Analyst

Enclosure

cc: File

1001 BOARDWALK SPRINGS PLACE
SUITE 50
O'FALLON, MO 63368

636.561.8602
636.561.8605

WWW.DEVELOPMENTDYNAMICS.ORG

EXHIBIT A

Bryan Road
Community Improvement District

**PRELIMINARY BUDGET FOR THE
FISCAL YEAR ENDING
DECEMBER 31, 2016**

**BUDGET MESSAGE FOR
FISCAL YEAR ENDING
DECEMBER 31, 2016**

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

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

During the fiscal year ending December 31, 2014, the District received CID revenues totaling \$82,179.17 in the form of CID special assessment revenue of \$64,369.09, CID sales tax revenue of \$17,120.33, and small amount of miscellaneous revenue. The CID expenses totaled \$71,219.00 comprised of the storm sewer maintenance fee, administration fee, along with insurance and other small expenses. The year end fund balance was \$33,756.67.

During the fiscal year ending December 31, 2015, the District anticipated receiving CID revenues totaling \$83,690 in the form of CID special assessment revenue of \$64,370, CID sales tax revenue of \$19,000, and a small amount of miscellaneous revenue. The CID expenses are anticipated to total \$109,800 comprised of the storm sewer maintenance fees, operating expenses, along with insurance and other small expenses. The approximate year end fund balance is estimated to be \$7,646.

In the fiscal year ending December 31, 2016, the District anticipates receiving CID revenues totaling \$83,640 in the form of CID special assessment revenue of \$64,370, CID sales tax revenue of \$19,000, and small amount of miscellaneous revenue. The District anticipates CID expenses to total approximately \$83,300, comprised of the storm sewer maintenance, operating expenses, along with insurance and other miscellaneous expenses. The anticipated year end fund balance is expected to be approximately \$7,986.

**Bryan Road CID
Annual Budget
Fiscal Year Ending
December 31, 2016**

	Jan - Dec 16
Income	
CID Use Tax	120.00
CID Sales Tax	19,000.00
CID Special Assessment	64,370.00
Interest Earnings	150.00
Total Income	83,640.00
Expense	
Operating Expenses	
Administration	2,500.00
Insurance	1,500.00
Legal	1,500.00
Maintenance	8,500.00
Subtotal	14,000.00
DOR Reports	300.00
NID Trustee	4,000.00
Storm Sewer Maintenance	65,000.00
Total Expense	83,300.00
Net Income	340.00
Beginning Balance	\$ 7,646.67
Ending Balance	\$ 7,986.67

**Bryan Road CID
Annual Budget
Fiscal Year Ending
December 31, 2015**

	<u>Jan - Sept 15</u>	<u>Amended 2015 Budget</u>	<u>Original 2015 Budget</u>
Income			
CID Local Option Use Tax	81.24	120.00	500.00
CID Sales Tax	14,322.96	19,000.00	15,000.00
CID Special Assessment	64,369.09	64,370.00	64,370.00
Interest Earnings	144.06	200.00	100.00
Total Income	<u>78,917.35</u>	<u>83,690.00</u>	<u>79,970.00</u>
Expense			
Operating Expenses			
Administration	2,500.00	2,500.00	2,500.00
Insurance	0.00	1,500.00	1,500.00
Legal	0.00	1,500.00	1,500.00
Maintenance	0.00	35,000.00	4,500.00
Subtotal	<u>2,500.00</u>	<u>40,500.00</u>	<u>10,000.00</u>
DOR Reports	210.00	300.00	300.00
NID Trustee	0.00	4,000.00	4,000.00
Storm Sewer Maintenance	65,000.00	65,000.00	65,000.00
Total Expense	<u>67,710.00</u>	<u>109,800.00</u>	<u>79,300.00</u>
Net Income	<u>11,207.35</u>	<u>-26,110.00</u>	<u>670.00</u>
Beginning Balance		\$ 33,756.67	
Ending Balance		\$ 7,646.67	

DEVELOPMENT DYNAMICS

SENT VIA EMAIL

October 1, 2015

Ms. Kim Clark
City of Dardenne Prairie, MO
2032 Hanley Road
Dardenne Prairie, MO 63366

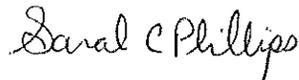
Dear Ms Clark,

On February 15, 2006, the City of Dardenne Prairie, Missouri (the "City") adopted Ordinance No. 922 (the "Ordinance") creating the BaratHaven Community Improvement District (the "District") as a political subdivision of the State of Missouri in accordance with the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "CID Act").

Pursuant to Section 67.1471 of the CID Act, the District is submitting the proposed annual budget, setting forth revenues and expenditures for the upcoming fiscal year. The purpose of this letter is to request that the enclosed budget be submitted to the City for review and comment in accordance with Section 67.1471 of the CID Act.

If you have any questions or comments, please do not hesitate to contact me.

Sincerely,



Sarah Phillips
Financial Analyst

Enclosure

cc: File

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WWW.DEVELOPMENTDYNAMICS.ORG

EXHIBIT A

**BARATHAVEN
COMMUNITY IMPROVEMENT DISTRICT
PRELIMINARY BUDGET FOR FISCAL YEAR 2016
AND
AMENDED BUDGET FOR FISCAL YEAR 2015**

BUDGET MESSAGE

The City of Dardenne Prairie, Missouri (the "*City*"), and Creek Valley, LLC ("*Creek Valley*"), and Barathaven Development, LLC ("*Barathaven*" and, together with Creek Valley, the "*Developer*"), and Barat Academy (the "*Academy*") entered into a First Amended and Restated Annexation Agreement dated as of December 1, 2007 ("*Annexation Agreement*"), to provide for certain transportation-related improvements and other public improvements within the City. Pursuant to the Annexation Agreement, the Developer agreed to create the BaratHaven Transportation Development District (the "*TDD*") for the purpose of financing such transportation-related improvements pursuant to the Missouri Transportation Development District Act, Sections 238.200 to 238.275 of the Revised Statutes of Missouri, as amended (the "*TDD Act*") and agreed to create the BaratHaven Community Improvement District (the "*CID*") for the purpose of financing such public improvements pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "*CID Act*").

On January 17, 2006, a Petition for the Creation of a Community Improvement District (the "*Petition*") was filed with the Clerk of the City pursuant to the CID Act. On February 15, 2006, the City held a public hearing regarding creation of the CID, at which public hearing notice of the contents of the Petition was given. On February 15, 2006, the City's Board of Alderman adopted Ordinance No. 922 establishing the CID as a political subdivision of the State of Missouri pursuant to the CID Act.

On February 17, 2006, pursuant to the CID Act, the CID adopted Resolution No. 06-004 authorizing the District to impose a property tax at the rate of not less than \$0.8555 and not more than \$1.00 per \$100.00 assessed valuation on all real property within the CID boundaries ("*CID Property Tax*"). On May 2, 2006 the qualified voters of the CID approved the CID Property Tax at a mail-in election held in accordance with Section 67.1551 of the CID Act.

Pursuant to the Annexation Agreement, the Developer has undertaken the construction of the Transportation Project (as defined in the Annexation Agreement) and other public improvements described in the Petition (collectively, the Transportation Project and such other public improvements are defined as the "*Public Improvements*") and has submitted Certificates of Reimbursable Project Costs accompanied by itemized invoices, receipts and other information to allow the CID to confirm that the amounts advanced by the Developer constitute Reimbursable Project Costs, as defined in the Annexation Agreement.

As reimbursement of the Developer for such Reimbursable Project Costs related to the Transportation Project, the TDD has authorized the issuance of its Not to Exceed \$4,215,000 BaratHaven Transportation Development District (Dardenne Prairie, St. Charles County, Missouri) Special Revenue Notes, Series 2006 (the "*TDD Notes*"), which TDD Notes are secured by a Trust Indenture dated as of August 1, 2006 (the "*TDD Indenture*"), between the TDD and UMB Bank, N.A., as Trustee.

As reimbursement of the Developer for those Reimbursable Project Costs that are not related to the Transportation Project, the CID has authorized the issuance of its Not to Exceed \$4,215,000 (less the principal amount of the TDD Notes) BaratHaven Community Improvement District (Dardenne Prairie, St. Charles County, Missouri) Special Revenue Notes, Series 2006 (the "*CID Notes*"), which CID Notes are secured by a Trust Indenture dated as of December 1, 2006 (the "*CID Indenture*"), between the CID and UMB Bank, N.A., as Trustee.

Pursuant to the Annexation Agreement, the Academy has undertaken the construction of the Additional Transportation Project (as defined in the Annexation Agreement) and other public improvements on real property owned by the Academy and/or Great Rivers Greenway and described in

the Petition (collectively, the Additional Transportation Project and such other public improvements are defined as the "*Academy Public Improvements*") and has submitted a Certificate of Reimbursable Project Costs accompanied by itemized invoices, receipts and other information to allow the CID to confirm that the amounts advanced by the Academy constitute Reimbursable Project Costs, as defined in the Annexation Agreement.

As reimbursement of the Academy for such Reimbursable Project Costs related to the Additional Transportation Project, it is anticipated that the TDD may, at the Academy's request, authorize the issuance of its Not to Exceed \$1,592,942 BaratHaven Transportation Development District (Dardenne Prairie, St. Charles County, Missouri) Subordinate Special Revenue Notes (the "*Subordinate TDD Notes*"), which Subordinate TDD Notes will be secured by a Trust Indenture (the "*Subordinate TDD Indenture*"), between the TDD and UMB Bank, N.A., as Trustee. To date, the Academy has not requested issuance of the Subordinate TDD Notes.

As reimbursement of the Academy for those Reimbursable Project Costs that are not related to the Additional Transportation Project, the CID has authorized and may, at the Academy's request, issue of its Not to Exceed \$1,592,942 (less the principal amount of the Subordinate TDD Notes) BaratHaven Community Improvement District (Dardenne Prairie, St. Charles County, Missouri) Subordinate Special Revenue Notes (the "*Subordinate CID Notes*"), which Subordinate CID Notes will be secured by a Trust Indenture (the "*Subordinate CID Indenture*"), between the CID and UMB Bank, N.A., as Trustee. To date, the Academy has not requested issuance of the Subordinate CID Notes.

On May 8, 2006, the CID adopted Resolution No. 06-007, which authorized the CID to enter into an Agreement for Administrative Services with Development Dynamics, LLC, (the "*Administrator*") to provide various services to the CID in connection with the administration, collection, enforcement and operation of the CID Property Tax. Pursuant to the Annexation Agreement, the Administrator shall transfer all CID Revenues (as defined in the Annexation Agreement) on deposit in the CID Trust Fund (as defined in the Annexation Agreement) to provide for the payment of CID Administrative Costs (as defined in the Annexation Agreement), on-going maintenance costs and repayment of the CID Notes and, upon satisfaction in full of the CID Notes, to payment of TDD Administrative Costs (as defined in the Annexation Agreement) and repayment of the TDD Notes and, upon satisfaction in full of the TDD Notes, to payment of CID Administrative Costs and repayment of the Subordinate CID Notes and, upon satisfaction in full of the Subordinate CID Notes, to payment of TDD Administrative Costs and repayment of the Subordinate TDD Notes.

Pursuant to the Annexation Agreement, CID Administrative Costs of the District include overhead expenses of the CID for administration, supervision and inspection incurred in connection with the Public Improvements and paid initially by the Developer subject to reimbursement in accordance with the Annexation Agreement and, upon the first deposit of CID Revenues into the Operating Fund, paid by the District out of the Operating Fund, including without limitation the following: (a) reimbursement (in an amount not to exceed one and one-half percent (1½%) of the CID Revenues collected in the applicable year) of expenses incurred by the City pursuant to Section 67.1461.3 of the CID Act to establish the CID and review the CID's annual budgets and reports; (b) reimbursement of the petitioners for the costs of filing and pursuing the petition to establish the CID and all publication and incidental costs incurred therewith; (c) reimbursement of the Board of Directors for actual expenditures in the performance of authorized duties on the behalf of the CID; and (d) costs related to any authorized indebtedness of the CID, including the issuance and repayment of obligations.

To date, the CID has issued CID Notes in an aggregate principal amount of \$1,641,000. In 2008, the CID also authorized the issuance of Subordinate CID Notes in an aggregate principal amount of \$727,000, but such Subordinate CID Notes have not yet been issued.

During 2013, the CID had CID Property Tax revenues of \$124,171 and interest income of \$2. The CID had total expenditures were \$141,998, consisting of interest payments of \$129,393 on the CID Notes, CID Administrative Costs of \$10,074, Trustee fees of \$2,351 and bank fees of \$180. The CID did not pay any principal on the CID Notes, leaving an outstanding balance of \$1,641,000 at the end of the year.

During 2014, the CID had CID Property Tax revenues of \$152,752 and interest income of \$3. The CID had total expenditures were \$144,391, consisting of interest payments of \$131,836 on the CID Notes, CID Administrative Costs of \$9,988 , Trustee fees of \$2,385 and bank fees of \$182. The CID did not pay any principal on the CID Notes, leaving an outstanding balance of \$1,641,000 at the end of the year.

During 2015, the CID anticipates CID Property Tax revenues of approximately \$148,232 and interest income of approximately \$4. The CID anticipates total expenditures of approximately \$160,802, consisting of interest payments of approximately \$148,237 on the CID Notes, CID Administrative Costs of approximately \$10,000, Trustee fees of approximately \$2,385 and bank fees of approximately \$180. The CID hereby pledges its net CID Revenues after payment of CID Administrative Costs, bank fees and Trustee fees to repayment of the CID Notes in accordance with the CID Indenture. The CID does not anticipate paying any principal of the CID Notes, leaving an outstanding balance of \$1,641,000 at the end of the year.

During 2016, the CID anticipates CID Property Tax revenues of approximately \$152,000 and interest income of approximately \$0. The CID anticipates total expenditures of approximately \$152,000, consisting of interest payments of approximately \$139,435 on the CID Notes, CID Administrative Costs of approximately \$10,000, Trustee fees of approximately \$2,385 and bank fees of approximately \$180. The CID hereby pledges its net CID Revenues after payment of CID Administrative Costs, bank fees and Trustee fees to repayment of the CID Notes in accordance with the CID Indenture. The CID does not anticipate paying any principal of the CID Notes, leaving an outstanding balance of \$1,641,000 at the end of the year.

**BaratHaven CID 2016
Profit & Loss Budget Overview
January through December**

	Jan - Dec 16
Ordinary Income/Expense	
Income	
Real Prop Tax Trust Fund Inc.	
CID Property Tax Revenue	152,000.00
Total Real Prop Tax Trust Fund Inc.	152,000.00
Total Income	152,000.00
Expense	
Real Prop Tax Trust Fund Exp	
Banking Fees	
Service Charge	180.00
Total Banking Fees	180.00
Total Real Prop Tax Trust Fund Exp	180.00
Trustee UMB Expense Accounts	
BH CID Dbt Svc 130733.2 Expense	
Debt Service Pmt 980034.2 BH6C	139,435.00
Total BH CID Dbt Svc 130733.2 Expense	139,435.00
BH CID Operating 130733.3 Exp.	
Administration Expense	5,000.00
Audit	2,400.00
Insurance Expense - Oper Fd	1,500.00
Legal Expense	1,100.00
Total BH CID Operating 130733.3 Exp.	10,000.00
BH CID Rev Acct 130733.4 Exp	
Trustee Fees	2,385.00
Total BH CID Rev Acct 130733.4 Exp	2,385.00
Total Trustee UMB Expense Accounts	151,820.00
Total Expense	152,000.00
Net Ordinary Income	0.00

Other Income/Expense

Other Income

Other Financing Sources/Uses

Transfer In

To Debt Service From Revenue	139,435.00
To Operating From Revenue	10,000.00
To Revenue From Prop Tax Trust	151,820.00
Total Transfer In	<u>301,255.00</u>

Total Other Financing Sources/Uses	<u>301,255.00</u>
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Total Other Income	301,255.00
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Other Expense

Transfer Out

From Prop Tax Trust to Revenue	151,820.00
From Revenue To Debt Service	139,435.00
From Revenue To Operating	10,000.00
Total Transfer Out	<u>301,255.00</u>

Total Other Expense	<u>301,255.00</u>
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Net Other Income	<u>0.00</u>
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Net Income	<u><u>0.00</u></u>
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Beginning Balance	\$	703.09
Ending Balance	\$	703.09

Fund Balance	1/1/2016	Additions	Subtractions	12/31/2016
Property Tax Trust	\$ 130.99	\$ 152,000.00	\$ (152,000.00)	\$ 130.99
Trustee Debt Service	0.43	139,435.00	(139,435.00)	0.43
Trustee Operating	571.10	10,000.00	(10,000.00)	571.10
Trustee Revenue	0.57	151,820.00	(151,820.00)	0.57
Total	\$ 703.09	\$ 453,255.00	\$ (453,255.00)	\$ 703.09

Debt Outstanding	1/1/2016	Issued	Retired	12/31/2016
Note Indebtedness R-4	\$ 1,313,000.00	\$ -	\$ -	\$ 1,313,000.00
Note Indebtedness R-5	148,000.00	-	-	148,000.00
Note Indebtedness R-6	73,000.00	-	-	73,000.00
Note Indebtedness R-7	74,000.00	-	-	74,000.00
Note Indebtedness R-8	33,000.00	-	-	33,000.00
Total	\$ 1,641,000.00	\$ -	\$ -	\$ 1,641,000.00

**BaratHaven CID
Profit & Loss Budget vs Actual
January through December 2015**

	<u>Jan - Sept 15</u>	<u>Amended 2015 Budget</u>	<u>Original 2015 Budget</u>
Ordinary Income/Expense			
Income			
Real Prop Tax Trust Fund Inc.			
CID Property Tax Revenue	148,231.84	148,231.84	123,000.00
Total Real Prop Tax Trust Fund Inc.	<u>148,231.84</u>	<u>148,231.84</u>	<u>123,000.00</u>
Trustee UMB Income Accounts			
BH CID Debt Svc 130733.2 Income			
Interest	1.57	2.00	
Total BH CID Debt Svc 130733.2 Income	<u>1.57</u>	<u>2.00</u>	
BH CID Revenue 130733.4 Income			
Interest Income	1.68	2.25	
Total BH CID Revenue 130733.4 Income	<u>1.68</u>	<u>2.25</u>	
Total Trustee UMB Income Accounts	<u>3.25</u>	<u>4.25</u>	
Total Income	148,235.09	148,236.09	123,000.00
Expense			
Real Prop Tax Trust Fund Exp			
Banking Fees			
Service Charge	121.08	180.00	180.00
Total Banking Fees	<u>121.08</u>	<u>180.00</u>	<u>180.00</u>
Total Real Prop Tax Trust Fund Exp	121.08	180.00	180.00
Trustee UMB Expense Accounts			
BH CID Dbt Svc 130733.2 Expense			
Interest Payment	104,906.61	148,236.75	110,000.00
Total BH CID Dbt Svc 130733.2 Expense	<u>104,906.61</u>	<u>148,236.75</u>	<u>110,000.00</u>
BH CID Operating 130733.3 Exp.			
Administration Expense	3,750.00	5,000.00	5,000.00
Audit	2,400.00	2,400.00	2,400.00
Insurance Expense - Oper Fd	1,514.00	1,500.00	1,500.00
Legal Expense	970.88	1,100.00	1,100.00
Total BH CID Operating 130733.3 Exp.	<u>8,634.88</u>	<u>10,000.00</u>	<u>10,000.00</u>
BH CID Rev Acct 130733.4 Exp			
Trustee Fees	2,385.00	2,385.00	2,385.00
Total BH CID Rev Acct 130733.4 Exp	<u>2,385.00</u>	<u>2,385.00</u>	<u>2,385.00</u>
Total Trustee UMB Expense Accounts	<u>115,926.49</u>	<u>160,621.75</u>	<u>122,385.00</u>
Total Expense	<u>116,047.57</u>	<u>160,801.75</u>	<u>122,565.00</u>
Net Ordinary Income	32,187.52	-12,565.66	435.00

Other Income/Expense

Other Income

Other Financing Sources/Uses

Transfer In

To Debt Service From Revenue	149,427.68	149,427.68	110,000.00
To Operating From Revenue	10,000.00	10,000.00	10,000.00
To Revenue From DS	1,192.50	1,192.50	
To Revenue From Prop Tax Trust	152,176.00	152,176.00	122,820.00
Total Transfer In	<u>312,796.18</u>	<u>312,796.18</u>	<u>242,820.00</u>

Total Other Financing Sources/Uses	<u>312,796.18</u>	<u>312,796.18</u>	<u>242,820.00</u>
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Total Other Income	312,796.18	312,796.18	242,820.00
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Other Expense

Transfer Out

From Debt Service to Revenue	1,192.50	1,192.50	
From Prop Tax Trust to Revenue	152,176.00	152,176.00	122,820.00
From Revenue To Debt Service	149,427.68	149,427.68	110,000.00
From Revenue To Operating	10,000.00	10,000.00	10,000.00
Total Transfer Out	<u>312,796.18</u>	<u>312,796.18</u>	<u>242,820.00</u>

Total Other Expense	<u>312,796.18</u>	<u>312,796.18</u>	<u>242,820.00</u>
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Net Other Income	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
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Net Income	<u><u>32,187.52</u></u>	<u><u>-12,685.66</u></u>	<u><u>435.00</u></u>
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Beginning Balance	\$ 13,268.75
Ending Balance	\$ 703.09

Fund Balance	1/1/2015	Additions	Subtractions	12/31/2015
Property Tax Trust	\$ 4,255.15	\$ 148,231.84	\$ (152,356.00)	\$ 130.99
Trustee Debt Service	-	149,429.68	(149,429.25)	0.43
Trustee Operating	571.10	10,000.00	(10,000.00)	571.10
Trustee Revenue	8,442.50	153,370.75	(161,812.68)	0.57
Total	<u>\$ 13,268.75</u>	<u>\$ 461,032.27</u>	<u>\$ (473,597.93)</u>	<u>\$ 703.09</u>

Debt Outstanding	1/1/2015	Issued	Retired	12/31/2015
Note Indebtedness R-4	\$ 1,313,000.00	\$ -	\$ -	\$ 1,313,000.00
Note Indebtedness R-5	148,000.00	-	-	148,000.00
Note Indebtedness R-6	73,000.00	-	-	73,000.00
Note Indebtedness R-7	74,000.00	-	-	74,000.00
Note Indebtedness R-8	33,000.00	-	-	33,000.00
Total	<u>\$ 1,641,000.00</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,641,000.00</u>

BaratHaven Community Improvement District

Statement of Revenues Collected and Expenditures Paid -
All Funds - Budget and Actual - Cash Basis
For the Year Ended December 31, 2014

	<u>Budgeted Amount Original</u>	<u>Budgeted Amount Final</u>	<u>Actual</u>	<u>Variance - Favorable (Unfavorable)</u>
Revenues:				
CID property tax revenues	\$ 123,000	\$ 148,652	\$ 152,752	\$ 4,100
Interest income	-	2	3	1
Total Revenues	<u>\$ 123,000</u>	<u>\$ 148,654</u>	<u>\$ 152,755</u>	<u>\$ 4,101</u>
Expenditures:				
Trustee fees	\$ 1,300	\$ 2,385	\$ 2,385	\$ -
Bank fees	180	180	182	(2)
Administrative expenses	5,000	5,000	5,000	-
Insurance expense	1,500	1,500	1,491	9
Legal and professional fees	1,100	1,100	1,097	3
Audit fees	2,400	2,400	2,400	-
Interest expense	111,500	131,836	131,836	-
Total Expenditures	<u>\$ 122,980</u>	<u>\$ 144,401</u>	<u>\$ 144,391</u>	<u>\$ 10</u>
Other Financing Sources (Uses)				
Transfers in	\$ 111,500	\$ 131,836	\$ 131,836	\$ -
Transfers out	(111,500)	(131,836)	(131,836)	-
Total Other Financing Sources (Uses)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Excess (Deficiency) of Revenues and Other Sources Over Expenditures and Other Uses	<u>\$ 20</u>	<u>\$ 4,253</u>	<u>\$ 8,364</u>	<u>\$ 4,111</u>
Fund Balances - at beginning of the year		<u>4,905</u>	<u>4,905</u>	
Fund Balances - at end of the year		<u>\$ 9,158</u>	<u>\$ 13,269</u>	

The accompanying notes to financial statements are an integral part of this statement

15-36

RBA FORM (OFFICE USE)
MEETING DATE: October 21, 2015
Regular (X) Work Session ()
ATTACHMENT: YES (X) NO ()
Contract () Ordinance (X) Other ()

Request for Board Action
By: Mayor ZUCKER

Ward: All

- **Description: Authorize amendment to intergovernmental agreement for management of Gateway Green Light Program**

Recommendation: Staff – Approve () Disapprove ()

- **Summary/Explanation: In 2012 DP agreed to participate in the Gateway Green Light Management Program;**
- **In January 2015 the BOA approved Amendment 1 to the Intergovernmental Agreement, but not all parties signed and further changes were made to the text of the agreement.**
- **No change impacts Dardenne Prairie**
- **We are now asked to approve the “First Amended Intergovernmental Agreement for the Management of the Gateway Green Light Program-St. Charles County.”**
- **City Engineer has been the point of contact for planning.**

- **Budget Impact: None**

RBA requested by: Mayor Zucker

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE MAYOR TO NEGOTIATE AND ENTER INTO AMENDMENT 1 OF THE INTERGOVERNMENTAL AGREEMENT FOR THE MANAGEMENT OF THE GATEWAY GREEN LIGHT PROGRAM—ST. CHARLES COUNTY, WITH ST. CHARLES COUNTY, MISSOURI, THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, THE CITY OF COTTLEVILLE, MISSOURI, THE CITY OF LAKE ST. LOUIS, MISSOURI, THE CITY OF O’FALLON, MISSOURI, THE CITY OF ST. CHARLES, MISSOURI, THE CITY OF ST. PETERS, MISSOURI, THE CITY OF WELDON SPRING, MISSOURI, AND THE CITY OF WENTZVILLE, MISSOURI, IN ORDER TO PROVIDE FOR THE COORDINATED MANAGEMENT OF THE GATEWAY GREEN LIGHT PROJECT—ST. CHARLES COUNTY

WHEREAS, the provisions of Section 70.210 to 70.320 inclusive, RSMo. (2000), as amended, empower cities and other political subdivisions to contract and cooperate with each other for planning, development, construction, acquisition or operation of any public improvement or for a common service; and

WHEREAS, the purpose of The Gateway Green Light Project—St. Charles County (“the Project”) is to develop and deploy an advanced traffic management system including a communication network that will monitor traffic and coordinate the operation of traffic signals and other intelligent transportation system devices in St. Charles County whether owned and operated by the County within the unincorporated area of the County or by the cities of Cottleville, Dardenne Prairie, Lake St. Louis, O’Fallon, St. Charles, St. Peters, Weldon Spring, and Wentzville within their jurisdictions, or by the Missouri Highways and Transportation Commission in rights-of-way under its jurisdiction, in order to maximize the efficient flow of traffic; and

WHEREAS, pursuant to Ordinance No. 1610, enacted on April 18, 2012, the City of Dardenne Prairie, Missouri entered into the Intergovernmental Agreement for the Management of the Gateway Green Light Project—St. Charles County with the Missouri Highways and Transportation Commission, and the cities of Cottleville, Dardenne Prairie, Lake St. Louis, O’Fallon, St. Charles, St. Peters, Weldon Spring, and Wentzville, Missouri; and

WHEREAS, pursuant to Ordinance No. 1746, enacted on January 7, 2015, the City of Dardenne Prairie, Missouri authorized the Mayor to enter into Amendment 1 of the Intergovernmental Agreement for the Management of the Gateway Green Light Project—St.

Charles County with the Missouri Highways and Transportation Commission, and the cities of Cottleville, Dardenne Prairie, Lake St. Louis, O'Fallon, St. Charles, St. Peters, Weldon Spring, and Wentzville, Missouri;

WHEREAS, said Amendment 1 of the Intergovernmental Agreement for the Management of the Gateway Green Light Project was not executed by all parties and the text of same was further revised and resubmitted to the parties as the First Amended Intergovernmental Agreement for the Management of the Gateway Green Light Project; and

WHEREAS, the Board of Aldermen of the City of Dardenne Prairie finds that it will promote the general welfare of the City to enter into the First Amended Intergovernmental Agreement for the Management of the Gateway Green Light Project—St. Charles County;

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 First Amended Intergovernmental Agreement for the Management of the Gateway Green Light Project—St. Charles County attached hereto, marked as **Exhibit A**, and incorporated by reference herein, by and among the City of Dardenne Prairie, Missouri, St. Charles County, Missouri, the Missouri Highways and Transportation Commission, the City of Cottleville, Missouri, the City of Lake St. Louis, Missouri, the City of O'Fallon, Missouri, the City of St. Charles, Missouri, the City of St. Peters, Missouri, the City of Weldon Spring, Missouri, and the City of Wentzville, Missouri, 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 in substantially the form attached hereto.

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.

[The rest of this page is intentionally left blank.]

Read two (2) times, passed, and approved this _____ day of _____, 2015.

As Presiding Officer and as Mayor

Attest:

City Clerk

Approved this _____ day of _____, 2015.

Mayor

Attest:

City Clerk

"Exhibit A"

**FIRST AMENDED INTERGOVERNMENTAL AGREEMENT
FOR THE MANAGEMENT OF THE GATEWAY GREEN LIGHT PROGRAM—ST. CHARLES COUNTY**

THIS INTERGOVERNMENTAL AGREEMENT ("AGREEMENT") is entered into by St. Charles County, Missouri ("County"), the Missouri Highways and Transportation Commission ("Commission"), and each of the cities shown as signatories below (hereinafter "Cities" when referred to collectively) in order to provide for the coordinated management of the Gateway Green Light Program—St. Charles County.

WHEREAS, by Ordinance 12-042, the County approved a previous Intergovernmental Agreement for the Management of the Gateway Green Light Program—St. Charles County which was executed by some parties as early as April, 2012 and was fully executed as of January 9, 2015 (hereinafter "the Previous Agreement"); and

WHEREAS, as the project has further developed the parties to this Agreement have agreed to terminate the Previous Agreement and all other prior agreements with respect to the same subject matter, so that the provisions of this Agreement will govern the Program as it becomes fully operational and in the future; and

WHEREAS, the parties have proceeded with the development and deployment of an advanced traffic management system (hereinafter "ATMS"), including the communication network described further below, that will monitor traffic and coordinate the operation of traffic signals and other intelligent transportation system (hereinafter "ITS") devices throughout St. Charles County within the jurisdictions of each of the parties in order to maximize the efficient flow of traffic; and

WHEREAS, the parties anticipate that County will provide the required software and hardware at the Missouri Department of Transportation Traffic Management Center in Chesterfield, Missouri (hereinafter "Chesterfield TMC") and that the Commission will host it at that site; and

WHEREAS, the County has installed new fiber optic cable and upgraded and expanded fiber networks owned and operated by the parties to this Agreement to provide a communication network (hereinafter "Gateway Green Light Wide Area Network" or "GGL WAN"); and

WHEREAS, the GGL WAN includes communication equipment, such as switches and other infrastructure including conduits and fiber optic cables, needed to transmit data from

traffic signals and other ITS devices in St. Charles County to the Chesterfield TMC; and

WHEREAS, the GGL WAN provides a shared communication network and its operations and maintenance, or lack thereof, will impact multiple jurisdictions with St. Charles County; and

WHEREAS, the parties to this Agreement also seek to provide herein for the County to own and maintain the software and hardware the County installed at the Chesterfield TMC; and

WHEREAS, this Agreement to cooperate for the operation of a common service is authorized by Sections 70.220 through 70.325 of the Revised Statutes of Missouri, as amended, and by the St. Charles County Charter Article II, Section 2.528 (1992); and

WHEREAS, the undersigned representative of each party to this Agreement has been authorized through order or ordinance of the respective governing body to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained in this Agreement, the parties agree as follows:

1. Applicability. This Agreement applies to:

- a. The ownership, operations, and maintenance by each party to this Agreement of the infrastructure needed to monitor traffic and coordinate the operation of traffic signals subject to each party's jurisdiction;
- b. The ownership, operations, and maintenance by the County of the GGL WAN and the software and hardware the County installed at the Chesterfield TMC; and
- c. The administration of the common service of managing traffic in St. Charles County.

2. Ownership, Operations and Maintenance.

- a. This Agreement will not affect any party's rights and duties to own, operate and maintain existing infrastructure needed to monitor traffic and coordinate the operation of traffic signals now vested in that party except as provided in Sections 2.f and 2.g below.
- b. The parties acknowledge that development of the ATMS includes firmware upgrades, replacement of signal controllers, installation of communication equipment and other infrastructure by the County. The parties further acknowledge that the County and/or its contractor shall obtain permits and approvals for all work in right-of-way under

another party's control if and as required by that party's ordinances or regulations.

- c. Following final inspection and acceptance of the ATMS, including the GGL WAN, by the County, ownership, operations, and maintenance of any infrastructure installed as part of the development of the ATMS shall, except as provided in Sections 2.f and 2.g below, automatically transfer to the party having control over the right-of-way or other real property on which such infrastructure has been installed.
- d. For the purpose of documenting this transfer, the County shall send to each party to this Agreement a letter that:
 - i. Provides the date of acceptance, and
 - ii. Identifies the infrastructure installed as part of the ATMS that is under that party's jurisdiction (as provided in paragraphs subsections b and c, above), and
 - iii. Is accompanied by such other information relating to the infrastructure covered by the letter, such as manufacturers' warranties, manuals, etc., as may be required in the circumstances.
- e. Nothing in this Agreement shall affect the ownership, operations, or maintenance of County's wireless backbone (P-25-800 MHZ Digital Trunked Radio/Microwave System) or County's possible future deployment of a 4G LTE or other type of wireless high speed data network.
- f. The County shall retain ownership of any software and hardware the County installed at the Chesterfield TMC as well as any GGL WAN conduits and fiber optic cables the County installed or may install in another party's right-of-way except as otherwise stated in this Agreement. The Cities further agree that any GGL WAN fiber optic cables and conduits that a city may install pursuant to any future intergovernmental agreement with the County for a local road project with funds from the county's ½ Cent Transportation Sales Tax shall be owned as stated within such intergovernmental agreement.
- g. Specific provisions governing the ownership, operation and maintenance of network infrastructure are as follows.
 - i. **Definitions.** The following definitions shall apply to terms used in this Agreement:
 - (1) "Strand" shall mean a single-mode fiber optic strand located within a fiber optic cable.

- (2) "Field Device" shall mean any device or traffic signal connected to the GGL WAN, including without limitation cameras, sensors, and message signs, together with any network switch connected to such device.
- ii. **Allowable Uses.** The parties agree that the GGL WAN can be used by the parties for transportation purposes and information technology usages except for Commission-owned fiber optic cables within the I-70, I-64 and Route 370 right-of-way corridors, which are restricted to state transportation purposes only. The parties agree the transmission of ATMS data serves a state transportation purpose by providing benefits such as improving traffic monitoring and control in and near state transportation corridors.
- iii. **Placement, Ownership and Maintenance of Fiber and Conduit.**
- (1) The parties acknowledge that in order to ensure reliable operation of the GGL WAN, ownership of certain network infrastructure must be held by the County as the manager of the network.
- (2) A map identifying fiber optic cables and conduits that have been or will be installed during the development of and/or utilized by the GGL WAN is depicted on Exhibit A.
- (3) In consideration of work performed by the County to upgrade firmware, replace signal controllers, install field devices, purchase ATMS hardware and software, install communication equipment, and the County's other undertakings in this Agreement, each city listed in Exhibit B and the Commission each hereby transfer ownership of the cables and/or Strands owned by it that are identified in the table attached as Exhibit B to the County for the GGL WAN, and County hereby accepts ownership of such cables and Strands. In consideration of contribution of assets and other commitments made by Cities in the development of the ATMS, the County hereby transfers ownership of the Strands owned by it that are identified in Exhibit B to the city designated therein, and such city hereby accepts ownership of such Strands.
- (4) The Cities and the Commission each hereby grant permission to the County to install, operate, maintain, repair and replace fiber optic cables in the conduits controlled by it that are identified in Exhibit B, subject to County's obligations to obtain appropriate permits as set forth in Section 2.b.
- (5) Each city listed in Exhibit B, the Commission and the County further agree to share the costs to maintain, repair, relocate and replace as needed the

infrastructure described in Exhibit B on the terms set forth therein. In the event of a cut or severance of a cable in which more than one party owns Strands, the party having control over the right-of-way or other real property where the damage occurred shall be responsible for making any necessary repair or replacement and providing an invoice for the resulting cost share amount pursuant to Exhibit B to the other party (or parties) owning Strands in such cable. Any obligations arising from the Missouri Underground Facility Safety and Damage Prevention Act, Sections 319.010 RSMo. *et seq.*, for cables in which more than one party owns Strands shall be fulfilled by the party having control over the right-of-way or other real property at the applicable location.

- (6) The fiber optic cables and conduits depicted on Exhibit A that are not accounted for in Exhibit B have been or are to be installed by the County as part of the development of the GGL WAN and shall remain owned by the County even if portions thereof are located in right-of-way of other parties. The Cities and the Commission each further grant permission to the County to install, operate, maintain, repair and replace such fiber optic cables and conduits in rights-of-way controlled by it, subject to County's obligations to obtain appropriate permits as set forth in Section 2.b.
 - (7) Ownership or network allocation of Strands may be changed from what is reflected in Exhibit B in the future through a written agreement executed only by the parties having ownership interests therein provided that use of the GGL WAN by any other party hereto is not impaired by such change.
 - (8) The parties to this Agreement agree that any future annexation of territory shall not affect the ownership and/or control of GGL WAN fiber optic cables, Strands, or conduits.
- iv. **Radio Networking Communications.** If any radio equipment is used as part of the GGL WAN to transmit data, the ownership of the radio equipment shall be determined as follows, since radios operate as inter-dependent pairs. The owner of the sourcing radio, as determined by that radio's installation location in accordance with the terms of this Agreement, shall also be the owner of the receiver radio regardless of the party that controls the location of the receiver radio.
 - v. **Grants of Rights of Use.** Each party identified above as transferring ownership of Strands to the County further grants to the County a nonexclusive indefeasible right of use of all networking infrastructure owned and/or controlled by each party which the County's use of the transferred Strands is dependent upon, and all easements in which such Strands are located. Such rights of use are limited to the purposes of

operating and maintaining the GGL WAN. The County shall also have the right to access such infrastructure for the same limited purposes. All rights granted in this paragraph are subject to County's obligations to obtain appropriate permits as set forth in Section 2.b and are further subject to the restrictions set forth in Section 2.g.vii below.

vi. Ownership, Operation and Maintenance of Field Devices and Network Switches.

- (1) All Field Devices shall be owned by the party having jurisdiction over the regulation of traffic at the location of its installation.
- (2) All network switches installed or utilized in the GGL WAN shall be owned by the party having jurisdiction over the regulation of traffic at the location of the associated Field Device, or if the switch is not associated with a Field Device, then by the party having control over the real property at the installation location of the switch; except that any GGL WAN switches at the Chesterfield TMC shall be owned by the County.
- (3) Transfer of ownership of any Field Devices or network switches installed onto the GGL WAN after the date of acceptance of the ATMS referenced in Section 2.c shall be effective at the time such device is connected to said network.
- (4) The party owning each GGL WAN switch shall be responsible for the cost of replacement of such switch as needed due to device failure or reaching the end of its serviceable life as determined by the County, with such replacement being coordinated with the County.
- (5) The County shall have the right to program and monitor all switches connected to the GGL WAN.
- (6) Any modem installed by the County as part of the ATMS shall be owned by the County, including those installed in another party's right-of-way.

vii. Access to Locations Housing Network Infrastructure. The County shall have a continuing right of access to all locations housing GGL WAN infrastructure for the purposes of operations and maintenance of the GGL WAN; provided that for locations in buildings, locked equipment cabinets, or other secured facilities, such access must in each instance be coordinated with an appropriate representative of the party controlling such location. Such right of access is furthermore subject to County's obligations to obtain appropriate permits as set forth in Section 2.b.

viii. IP Addresses.

- (1) The Internet Protocol (“IP”) addressing scheme developed for and/or utilized by the GGL WAN shall be and remain intellectual property owned by the County. Any equipment removed from the GGL WAN must have its IP address removed or modified to avoid any conflict with the GGL WAN.
 - (2) Exhibit C provides the IP addressing scheme developed for and/or utilized by the GGL WAN.
 - (3) The County may change the IP addressing scheme reflected in Exhibit C as needed in the future with the approval of the Gateway Green Light Technical Advisory Board (defined in Section 3 below).
- ix. **Timing Changes and Traffic Messages.** The parties hereby provide the County or its designee the authority to enact pre-determined timing plans or other timing changes and post traffic advisory information on dynamic message signs on roadways within the parties’ control or jurisdiction in response to an incident, special event, construction or unexpected delay in roadway travel, provided that the County concurrently provides notification to each affected party. The County or its designee will return any timing changes back to normal plans when the incident or event is over. All parties shall provide specific contact information to the County’s Transportation Director or designee for the purpose of receiving all notifications contemplated in this subsection.
- x. **Future Changes to Components.** The parties hereby agree that a party having jurisdiction over the regulation of traffic or having control over the real property at an installation location may add, modify or replace Field Devices at such location upon notification to the County. The Field Device shall be addressed in accordance with the IP addressing scheme provided in Exhibit C. The party initiating such work shall immediately remove the Field Device should it cause a conflict or interfere with communications to other Field Devices connected to the GGL WAN. Any such components added shall be immediately subject to all applicable terms of this Agreement.

3. Gateway Green Light Advisory Board.

- a. There is hereby created a Gateway Green Light Technical Advisory Board (“Board”) having the following members and functions.
 - i. Membership:

- (1) County's Director of Transportation or designee.
 - (2) County Engineer or designee.
 - (3) City Engineer of each city that is a party to this Agreement or designee.
 - (4) Missouri Department of Transportation's District Engineer for the St. Louis District or designee.
- ii. Functions. The Board may make recommendations on monitoring, operations, maintenance and expansion of the ATMS as follows.
- (1) Communication Network.
 - (a) The Board may recommend performance measures to monitor the reliability and security of the communication network.
 - (b) The Board may recommend a protocol of best practices for the operations and maintenance of the communication network.
 - (c) The Board may recommend protocols for emergency repairs to the communication network.
 - (d) The Board may review and recommend action on proposals to improve or expand the communication network.
 - (e) The Board shall review and approve changes to the GGL WAN IP addressing scheme that are proposed by the County, such approval not to be withheld unreasonably.
 - (2) Signal operation.
 - (a) The Board may review and recommend traffic regulations and signal operations that result in efficient traffic circulation.
 - (b) The Board may recommend performance measures to monitor signal operations.
 - (c) The Board may recommend intergovernmental agreements and/or memorandums of understanding that define the operation and maintenance

protocols on multi-jurisdictional corridors, including agreed to timing plans.

- (d) The Board may recommend protocols of best practices for the operations and maintenance of traffic signals and other Field Devices.
- (e) The Board may recommend and update protocols for emergency repairs to traffic signals and other Field Devices.
- (f) The Board may review and recommend action on proposals to add signals or Field Devices.

iii. Meetings and Rules.

- (1) The Board will schedule regular meetings as needed.
- (2) The Board may adopt rules of procedure consistent with the provisions of Federal and State law and the St. Charles County Charter and ordinances and the ordinances and regulations of each party to this Agreement.

- b. The Board's recommendations will be conveyed to the parties to this Agreement as guidelines for their own monitoring, operating and maintaining their components of the ATMS built pursuant to this Agreement, in adopting traffic regulations, and in forming subsequent intergovernmental agreements to update or expand the ATMS.
 - c. The Board may terminate a party's membership in the Board if that party's failure to act upon the Board's recommendations impairs the flow of traffic as determined by the Board.
4. **Amendments.** Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the parties to this Agreement.
5. **Audit of Records.** The parties to this Agreement must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times for three (3) years from the date of termination of this Agreement.
6. **Authority to Execute.** The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

7. Termination.

- a. This agreement may be terminated by mutual written agreement of all of the parties to this Agreement.
- b. Any party may unilaterally terminate its participation in this Agreement by providing notice at least ninety (90) days in advance of the effective date of termination, subject to the following requirements:
 - i. The terminating party shall not take any action that will result in the impairment of GGL WAN operations whether within or outside of that party's jurisdiction.
 - ii. The terminating party shall continue to provide data feeds from Field Devices to the ATMS for as long as such devices are utilized by the terminating party.
 - iii. In the event of termination by one of the Cities, the County shall have the option to require the installation of a new network switch and/or associated network connections to be owned, operated and maintained by the County if needed to maintain ATMS connectivity with ITS devices (but not to include traffic signals) at locations controlled by the terminating party. If such option is exercised, then the new switch and all ITS devices remaining connected to the ATMS through the new switch shall maintain GGL WAN IP addresses. The cost for such new switch and/or associated network connections shall be borne by the County.
 - iv. In the event of termination by either the Commission or the County, the County shall remove from the Chesterfield TMC any servers, network devices and/or associated network connections owned, operated and maintained by the County within thirty (30) days from the date of termination.
 - v. Any reconfiguration of network infrastructure to provide for continued communications and signal operations solely for the terminating party shall be the sole responsibility of the terminating party to design and implement.

8. Entire Agreement, Previous Agreement Superseded. This Agreement constitutes the entire understanding between the parties regarding the ATMS and supersedes all prior written or oral agreements, arrangements, representations and/or communications between the parties regarding this subject including without limitation the Previous Agreement.

9. Law of Missouri to Govern. This Agreement shall be construed according to the laws of the State of Missouri.

10. **No Adverse Interference.** This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.
11. **Not a Joint Venture.** The Board created pursuant to this Agreement is meant to be an informal committee to make recommendations regarding coordination of traffic flow in St. Charles County. Nothing contained in this Agreement shall be deemed to constitute the parties to this Agreement as partners in a partnership or joint venture for any purpose whatsoever.
12. **Not Assignable.** This Agreement is not assignable by any party hereto without the written consent of all other parties.
13. **Section Headings.** All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.
14. **Appropriation.** Any party to this Agreement's obligations under this Agreement shall cease immediately, without penalty of further payment being required, in any year for which funding for the subject of this Agreement is required from a party yet fails to be appropriated by that party, subject to the following provisions. In such event, that party's monetary obligations under this Agreement shall cease immediately without penalty of further payment being required at any time where there are not sufficient authorized funds lawfully available to meet such obligations. Any such party shall give notice of such termination of funding as soon as practicable after it becomes aware of the failure of funding. Any such party shall furthermore use all reasonable efforts to comply with the obligations set forth in Subsections 7.b.i and ii and, and grants to the County the right to exercise the option set forth in Subsection 7.b.iii.
15. **Sovereign Immunity and No Third Party Beneficiaries.** Nothing herein shall be construed as consent by any party to this Agreement as a waiver of its sovereign immunity or rights under the Eleventh Article of Amendment to the Constitution of the United States. Nothing in this Agreement shall be deemed to create or give rise to any right of action in, or any liability to, any third party claiming to have suffered a loss, damage or injury by virtue of any alleged failure by any of the parties hereto to comply with the terms of this Agreement. Nothing herein shall be construed to give any rights or benefits to anyone other than the County, the Cities and the Commission.

16. **Severability.** If any provision of this Agreement shall be found by a court of competent jurisdiction to be invalid or unenforceable, the same shall be reduced in scope and coverage to the extent necessary to render the same valid, and, if that is not possible, the remainder of this Agreement shall not be affected and shall continue in full force and effect.
17. **Term of Agreement.** The term of this Agreement shall commence upon the effective date as set forth below, and shall end on December 31, 2020. This Agreement shall thereafter automatically renew and continue in effect from year to year unless terminated in the manner provided for in Section 7, Termination.
18. **Effective Date, Execution and Counterparts.** This Agreement shall become effective upon execution by the County, the Commission, and at least one of the Cities. The cities of Cottleville, Dardenne Prairie, Lake Saint Louis, O'Fallon, Saint Charles, Saint Peters, Weldon Spring, and Wentzville, Missouri shall each become a party to this Agreement immediately upon execution and delivery to the County at any time on or after the date the Agreement becomes effective. Additional municipalities may join as parties to this Agreement in the future by (1) receiving written approval of the Board, and (2) delivering an executed copy of this Agreement to the County. The parties may execute the Agreement in one or more counterparts, the combination of which shall be considered one original document.
19. **Notices.** Except for the notifications described in Section 2.g.ix above, all notices and other communications hereunder shall be in writing and shall be deemed to be duly given if (a) delivered in person or by commercial delivery service, or (b) if mailed by certified mail, with postage prepaid and return receipt requested, to the County Executive or Transportation Director for the County, to the City Engineer, Director of Public Works or Mayor for each of the Cities, and to the St. Charles Area Engineer or the St. Louis District Engineer for the Commission, at the address of their public offices. Nothing contained in this Section shall be construed to restrict the transmission of routine communications between representatives of the parties.

[Remainder of page left blank intentionally. Signature pages follow.]

IN WITNESS WHEREOF, the following parties have entered into this Agreement.

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

By: _____
Title _____

Date: _____

ATTEST: (SEAL)

By: _____
Title: Secretary to the Commission

Approved as to Form:

By: _____
Title: Commission Counsel

CITY OF ST. CHARLES, MISSOURI

By: _____
Title _____

Date: _____

ATTEST: (SEAL)

By: _____
Title: _____

Approved as to Form:

By: _____
Title: _____

Ordinance Number: _____

ST. CHARLES COUNTY, MISSOURI

By: _____
Title _____

Date: _____

ATTEST: (SEAL)

By: _____
Title: _____

Approved as to Form:

By: _____
Title: _____

CITY OF ST. PETERS, MISSOURI

By: _____
Title _____

Date: _____

ATTEST: (SEAL)

By: _____
Title: _____

Approved as to Form:

By: _____
Title: _____

Ordinance Number: _____

CITY OF COTTEVILLE, MISSOURI

By: _____
Title _____

Date: _____

ATTEST: (SEAL)

By: _____
Title: _____

Approved as to Form:

By: _____
Title: _____

Ordinance Number: _____

CITY OF DARDENNE PRAIRIE, MISSOURI

By: _____
Title _____

Date: _____

ATTEST: (SEAL)

By: _____
Title: _____

Approved as to Form:

By: _____
Title: _____

Ordinance Number: _____

CITY OF O'FALLON, MISSOURI

By: _____
Title _____

Date: _____

ATTEST: (SEAL)

By: _____
Title: _____

Approved as to Form:

By: _____
Title: _____

Ordinance Number: _____

CITY OF LAKE ST. LOUIS, MISSOURI

By: _____
Title _____

Date: _____

ATTEST: (SEAL)

By: _____
Title: _____

Approved as to Form:

By: _____
Title: _____

Ordinance Number: _____

CITY OF WENTZVILLE, MISSOURI

By: _____
Title _____

Date: _____

ATTEST: (SEAL)

By: _____
Title: _____

Approved as to Form:

By: _____
Title: _____

Ordinance Number: _____

CITY OF WELDON SPRING, MISSOURI

By: _____
Title _____

Date: _____

ATTEST: (SEAL)

By: _____
Title: _____

Approved as to Form:

By: _____
Title: _____

Ordinance Number: _____

Exhibit A

GGL WAN Map

Exhibit A: St Charles County - GGL Wide Area Network

gba Systems Integrators, LLC

September 29, 2015

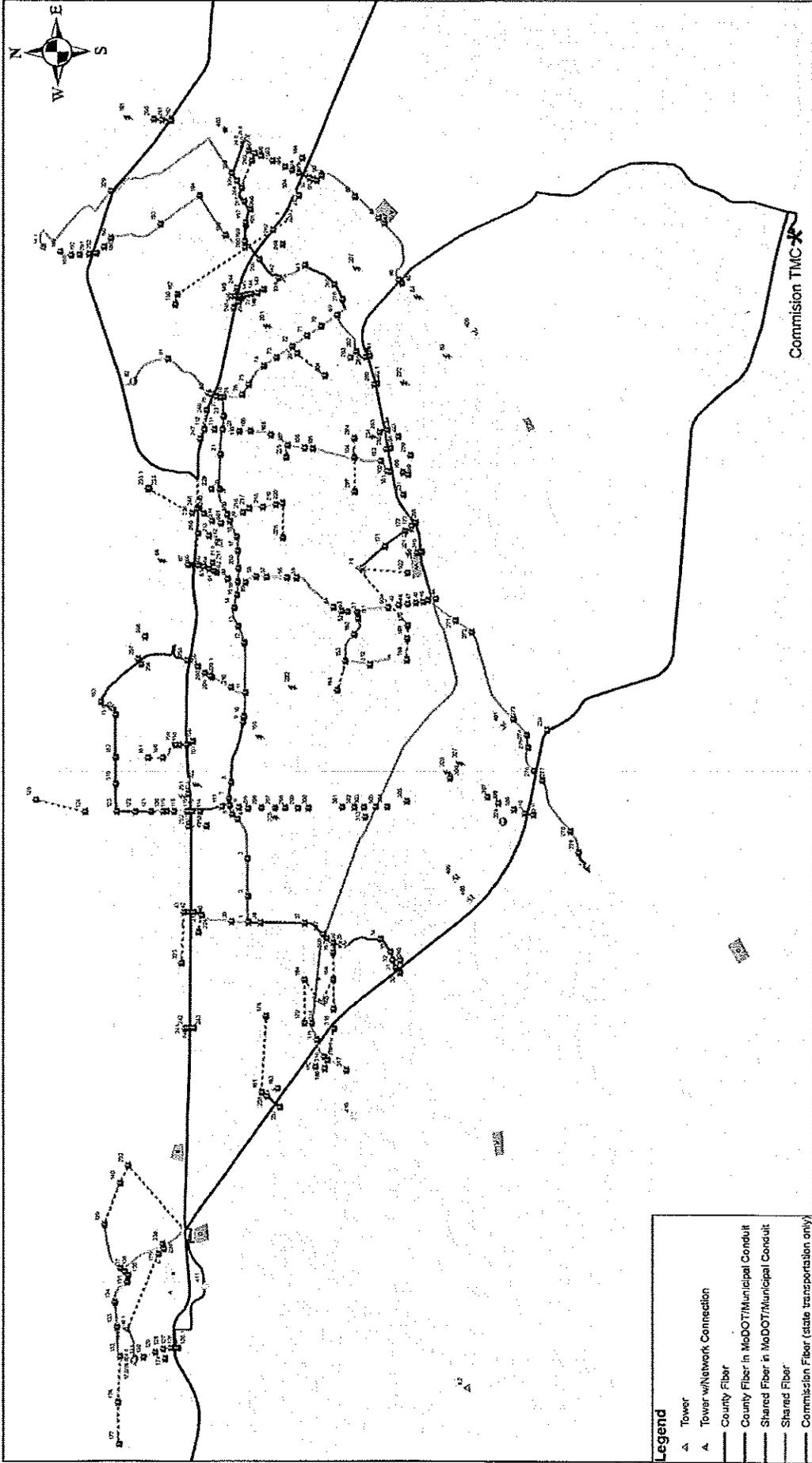


Exhibit B

Table of Fiber Optic Infrastructure

EXHIBIT B: GATEWAY GREEN LIGHT WIDE AREA NETWORK

Table of Fiber Optic Infrastructure

As of September 29, 2015

Type	Location	Ownership/Use Terms	Single Mode Fiber Allocation	Maintenance Cost Sharing Terms	
				Agency	Percent
Cable (48 Strands)	5th & Jefferson (Signal 98) to St Charles County Admin	SCC transfers 24 strands to City of St Charles	City of St Charles (24 Strands) Tube 1 (Typically Blue) Tube 4 (Typically Brown) County (24 Strands)	St Charles SCC	50% 50%
Cable (72 Strands) (Future)	5th Street Ameristar Blvd (Signal 94) to Jefferson St (Signal 98)	City of St Charles transfers 24 strands to SCC	Tube 2-3 (Typically Orange, Green) City of St Charles (48 Strands) Tube 1 (Typically Blue) Tubes 4-6 (Typically Brown, Slate White) County (24 Strands)	St Charles SCC	67% 33%
Cable (48 Strands)	Arena Pkwy Rte 364 (Signal 86) to S River Rd/S Main St (Signal 90)	SCC transfers 24 strands to City of St Charles	Tubes 2-3 (Typically Orange, Green) City of St Charles (24 Strands) Tube 1 (Typically Blue) Tube 4 (Typically Brown) County (24 Strands)	St Charles SCC	50% 50%
Cable (24 Strands)	Brvan Rd Fiese Rd (Signal 37) to Hwy N/Winghaven Blvd (Signal 36)	SCC 100%	Tube 2-3 (Typically Orange, Green) SCC 100%	SCC	100%
Cable (24 Strands)	Brvan Rd Mexico Road (Signal 1) to Feise Rd (Signal 37)	SCC 100%	SCC 100%	SCC	100%
Cable (24 Strands)	Brvan Rd Veterens Memorial Pkwy (Signal 40) to Mexico Road (Signal 1)	SCC transfers 12 strands to City of O'Fallon	City of O'Fallon (12 Strands) Tube 1 (Typically Blue) County (12 Strands) Tube 2 (Typically Orange)	O'Fallon SCC	50% 50%
Cable (6 Strands)	Cave Springs Rd Veterens Memorial Pkwy (Signal 77) to West Clay (Signal 80)	City of St Peters to transfer 2 strands to SCC	City of St Peters (4 Strands) Tube 1, Strands 1-4 County (2 Strands) Tube 1, Strands 5-6	St Peters SCC	67% 33%
Cable (24 Strands)	Cave Springs Rd Mexico Rd (Signal 24) to Veterens Memorial Pkwy (Signal 77)	City of St Peters to transfer 12 strands to SCC	City of St Peters (12 Strands) Tube 1 (Typically Blue) County (12 Strands) Tube 2 (Typically Orange)	St Peters SCC	50% 50%

Type	Location	Ownership/Use Terms	Single Mode Fiber Allocation	Maintenance Cost Sharing Terms	
				Agency	Percent
Cable (48 Strands)	Chic Center Drive Lake St Louis Blvd/I-64 (Signal 238) to Lake St Louis Civic Center	SCC transfers 12 strands to City of Lake St Louis	City of Lake St Louis (12 Strands) Tube 1 (Typically Blue) County (36 Strands)	Lake St Louis SCC	25% 75%
Cable (48 Strands)	Cottleville Pkwy Mid Rivers Mall Dr (Signal 51) to St Charles County Animal Control	SCC 100%	Tube 2-4 (Typically Orange, Green, Brown) SCC 100%	SCC	100%
Cable (24 Strands)	Cottleville Pkwy Weiss Rd (Signal 153) to Mid Rivers Mall Drive (Signal 51)	City of Cottleville transfers 12 Strands to SCC	City of Cottleville (12 Strands) Tube 1 (Typically Blue) County (12 Strands)	Cottleville SCC	50% 50%
Cable (72 Strands) (Future)	Duchesne Dr W Clay St (Signal 199) to Droste Dr (Signal 185)	City of St Charles transfers 24 strands to SCC	Tube 2 (Typically Orange) City of St Charles (48 Strands) Tube 1 (Typically Blue) Tubes 4-6 (Typically Brown, Slate White) County (24 Strands)	St Charles SCC	67% 33%
Cable (72 Strands) (Future)	Duchesne Dr & Elm Street Droste Rd (Signal 185) to Elm Point Industrial Dr (Signal 190)	SCC transfers 48 strands to City of St Charles	Tube 2-3 (Typically Orange, Green) City of St Charles (48 Strands) Tube 1 (Typically Blue) Tube 4-6 (Typically Brown, Slate, White) County (24 Strands)	St Charles SCC	50% 50%
Cable (48 Strands)	Hanley Road Rte 364/Page Ave to Dardenne Prairie City Office	SCC 100%	Tube 2-3 (Typically Orange, Green) SCC 100%	SCC	100%
Cable (48 Strands)	Hawks Nest Dr I-70 Cross Connect to W. Clay St (Signal 199)	SCC 100%	SCC 100%	SCC	100%
Conduit	Hawks Nest Dr I-70 Cross Connect to W. Clay St (Signal 199)	City of St Charles allowing use of city conduit	N/A	St Charles	100%
Cable (48 Strands)	Hawks Nest/ Greystone Dr Justice Center to I-70 Cross Connect	SCC 100%	SCC 100%	SCC	100%
Conduit	Hawks Nest/ Greystone Dr Justice Center to I-70 Cross Connect	City of St Charles allowing use of city conduit	N/A	St Charles	100%

Type	Location	Ownership/Use Terms	Single Mode Fiber Allocation	Maintenance Cost Sharing Terms	
				Agency	Percent
Cable (24 Strands)	Hwy 79 St Charles County Police Dept/Tower 13.0 to St Charles County Election Authority	SCC owns cables and conduits except for conduit on Hwy 79 from TR Hughes Blvd & Turner Blvd	SCC 100%	SCC	100%
Conduit	Hwy 79 TR Hughes Blvd to Turner Blvd	Commission allowing use of conduit	N/A	Commission	100%
Cable (48 Strands)	Hwy 79 Cross Connect near I-70 W Ramp (Signal 255) to St Charles County Election Authority (Turner Blvd)	SCC 100%	SCC 100%	SCC	100%
Cable (48 Strands)	Hwy 94 Cross Connect near Francis Howell High (Signal 279) to Tower 4.1	SCC 100%	SCC 100%	SCC	100%
Cable	Hwy 94 Francis Howell High (Signal 279) to Route 364/Mid Rivers Mall Drive (Signal 45)	Commission transfers 4 strands to SCC	County Signal 279 to XC #8 (I-64/Rte 94) Orange Tube - Bl, Or, Gr, Br (13-16) XC #8 to Mid Rivers Mall Dr (Signal 45) (as assigned by MoDOT)	Commission SCC	83% 17%
Cable (48 Strands)	Hwy 94 Hemstath to Zumbel/Friedens Rd (Signal 141)	SCC transfers 24 strands to City of St Charles	City of St Charles (24 Strands) Tube 1 (Typically Blue) Tube 4 (Typically Brown) County (24 Strands) Tube 2-3 (Typically Orange, Green)	St Charles SCC	50% 50%
Conduit	Hwy 94 Hemstath to Zumbel/Friedens Rd (Signal 141)	Commission allowing use of conduit	N/A	Commission	100%
Cable	Hwy A Old Highway 61 (Signal 136) to US-61 N Ramp (Signal 138)	Commission transfers 4 strands to SCC	(as assigned by MoDOT)	Commission SCC	83% 17%
Cable (48 Strands) (Future)	Hwy A US-61 (Signal 138) to Mexico Road (Signal 139)	SCC transfers 12 strands to Commission	Commission (12 Strands) Tube 1 (Typically Blue) County (36 Strands) Tube 2-4 (Typically Orange, Green, Brown)	Commission SCC	25% 75%
Cable (48 Strands) (Future)	Hwy K/Main St Mexico Rd (Signal 6) to 3rd St (Signal 121)	SCC to transfer 24 strands to City of O'Fallon	City of O'Fallon (24 Strands) Tube 1 (Typically Blue) Tube 4 (Typically Brown) County (24 Strands) Tube 2-3 (Typically Orange, Green)	O'Fallon SCC	50% 50%

Type	Location	Ownership/Use Terms	Single Mode Fiber Allocation	Maintenance Cost Sharing Terms	
				Agency	Percent
Conduit	Hwy K/Main St Mexico Rd (Signal 6) to W Terra Ln (Signal 117)	Commission to allow use of conduit	N/A	Commission	100%
Cable	Hwy N I-64 W Ramp (signal 315) to Ronald Reagan Dr (Signal 317)	Commission transfers 6 strands to SCC	County (6 strands) - Orange Tube	Commission SCC	57% 33%
Cable	I-64	Commission allowing use of up to 4 strands (state transportation purpose only)	MoDOT Node 19 (I-70 & I-64) to XC #6 (I-64 NOR & Lake Saint Louis Blvd) Orange Tube - RS, AQ (23-24) Other Pair (as assigned by MoDOT) XC #6 to I-64 / Rte. 364 Orange Tube - YL, VI, RS, AQ (21-24) I-64 / Rte. 364 to I-64 / Rte 94 Orange Tube - RS, AQ (23-24) Other Pair (as assigned by MoDOT) I-64 / Rte. 94 to Commission TMC Slate Tube - GR, BR (51-52) Other Pair (as assigned by MoDOT)		
Cable	I-70	Commission allowing use of up to 4 strands (state transportation purpose only)	XC #4 (I-70 & Wentzville Pkwy to MoDOT Node 19 (I-70 & I-64) Orange Tube - Rd, Bk, YL, VI (19-22) MoDOT Node 19 to XC #3 (I-70 WB & TR Hughes) Orange Tube - RS, AQ (23-24) Other Pair (as assigned by MoDOT) XC #3 to XC #2 (I-70 & Cave Springs) (as assigned by MoDOT) XC #2 to XC #7 (I-70 & Hawks Nest) Orange Tube - RS, AQ (23-24) Other Pair (as assigned by MoDOT)	Commission	100%
Cable (48 Strands) (Future)	Interstate Dr/Quail Ridge Pkwy Rte Z (Future Signal 411) to Wentzville Pkwy/I-70 S Service Rd (Signal 126.1)	SCC 100%	SCC 100%	SCC	100%
Cable (48 Strands)	Interstate Dr/Quail Ridge Pkwy Rte Z (Future Signal 411) to Quail Ridge Park	SCC 100%	SCC 100%	SCC	100%

Type	Location	Ownership/Use Terms	Single Mode Fiber Allocation	Maintenance Cost Sharing Terms	
				Agency	Percent
Cable (48 Strands) (Future)	Interstate Dr/Quail Ridge Pkwy I-70 & US-40/61 Cross Connect to Quail Ridge Park	SCC 100%	SCC 100%	SCC	100%
Cable (24 Strands)	Jungermann Rd Cross Connect cabinet near Hwy 364 (Signal 10'1) to Mexico Rd (Signal 22)	City of St Peters to transfer 12 strands to SCC	City of St Peters (12 Strands) Tube 1 (Typically Blue) County (12 Strands) Tube 2 (Typically Orange) SCC 100%	St Peters SCC	50% 50%
Cable (48 Strands) (Future)	Main St 3rd St (Signal 121) to Tom Ginneavar Ave (Signal 123)	SCC 100%	SCC 100%	SCC	100%
Conduit	Main St Civic Park Dr (South of Signal 121) to Tom Ginneavar Ave (Signal 123)	O'Fallon to allow use of conduit	N/A	O'Fallon	100%
Cable (72 Strands)	Mexico Rd St Peters City Hall to Muegge Rd/Cave Springs Rd (Signal 24)	City of St Peters to transfer 24 strands to SCC	City of St Peters (48 Strands) Tube 1 (Typically Blue) Tube 4-6 (Typically Brown, Slate, White) County (24 Strands) Tube 2-3 (Typically Orange, Green) SCC 100%	St Peters SCC	67% 33%
Cable (48 Strands)	Mexico Rd Rte K (Signal 6) to Beileau Creek (Signal 9)	SCC 100%	SCC 100%	SCC	100%
Cable (48 Strands)	Mexico Rd Bryan Rd (Signal 1) to Rte K (Signal 6)	SCC to transfer 24 strands to City of O'Fallon	City of O'Fallon (24 Strands) Tube 1 (Typically Blue) Tube 4 (Typically Brown) County (24 Strands) Tube 2-3 (Typically Orange, Green) City of St Peters (12 Strands) Tube 1 (Typically Blue) County (12 Strands) Tube 2 (Typically Orange)	O'Fallon SCC	50% 50%
Cable (24 Strands)	Mexico Rd Beileau Creek Rd (Signal 9) to Grand Teton Dr (Signal 17)	City of St Peters to transfer 12 strands to SCC	City of St Peters (12 Strands) Tube 1 (Typically Blue) County (12 Strands) Tube 2 (Typically Orange)	St Peters SCC	50% 50%
Cable (48 Strands)	Mexico Rd Grand Teton Dr (Signal 17) to Spencer Rd (Signal 19)	SCC transfers 24 strands to City of St Peters	City of St Peters (24 Strands) Tube 1 (Typically Blue) Tube 4 (Typically Brown) County (24 Strands) Tube 2 (Typically Orange, Green)	St Peters SCC	50% 50%
Cable (24 Strands)	Mexico Rd Spencer Rd (Signal 19) to St Peters Centre Blvd (Signal 20)	City of St Peters to transfer 12 strands to SCC	City of St Peters (12 Strands) Tube 1 (Typically Blue) County (12 Strands) Tube 2 (Typically Orange)	St Peters SCC	50% 50%

Type	Location	Ownership/Use Terms	Single Mode Fiber Allocation	Maintenance Cost Sharing Terms	
				Agency	Percent
Cable (24 Strands)	Mid Rivers Mall Dr Home Depot (Signal 47) to Rte N (Signal 48), Town Center South (Signal 49) to Mexico Rd (Signal 16), and Cross Connect near Rte 364 (Signal 45) to Dierberg Plaza 94 (Signal 46)	City of St Peters to transfer 12 strands to SCC	City of St Peters (12 Strands) Tube 1 (Typically Blue) County (12 Strands) Tube 2 (Typically Orange)	St Peters SCC	50% 50%
Cable (48 Strands)	Mid Rivers Mall Dr Dierberg Plaza 94 (Signal 46) to Home Depot (Signal 47) and Rte N (Signal 48) to Town Center South (Signal 49)	SCC transfers 24 strands to City of St Peters	City of St Peters (24 Strands) Tube 1 (Typically Blue) Tube 4 (Typically Brown) County (24 Strands)	St Peters SCC	50% 50%
Cable (24 Strands)	Muegge Rd Old Hwy 94 (Signal 69) to Mexico Rd (Signal 24)	SCC transfers 12 strands to City of St Charles	Tube 2-3 (Typically Orange, Green) City of St Charles (12 Strands) Tube 1 (Typically Blue) County (12 Strands) Tube 2 (Typically Orange)	St Charles SCC	50% 50%
Cable (48 Strands)	Muegge Rd Old Hwy 94 (Signal 69) to Hwy 94	SCC transfers 24 strands to City of St Charles	City of St Charles (24 Strands) Tube 1 (Typically Blue) Tube 4 (Typically Brown) County (24 Strands) Tube 2-3 (Typically Orange, Green)	St Charles SCC	50% 50%
Cable (72 Strands) (Future)	Mueller Rd, Elm Point Industrial Dr, New Town Blvd, Seeburger Rd & Bethman Rd Boschertown Rd/ Little Hills Expressway (Signal 329) to Future St. Charles Public Works	City of St Charles transfers 24 strands to SCC	City of St Charles (48 Strands) Tube 1 (Typically Blue) Tubes 4-6 (Typically Brown, Slate White) County (24 Strands) Tubes 2-3 (Typically Orange, Green)	St Charles SCC	67% 33%
Cable (72 Strands) (Future)	Mueller Rd, Elm Point Industrial Dr, New Town Blvd, Seeburger Rd & Bethman Rd Future St. Charles Public Works to Bethman Tower 14.1	SCC to transfer 48 strands to City of St Charles	City of St Charles (48 Strands) Tube 1 (Typically Blue) Tubes 4-6 (Typically Brown, Slate White) County (24 Strands) Tubes 2-3 (Typically Orange, Green)	St Charles SCC	67% 33%
Cable (72 Strands) (Future)	N Kings Highway & W Randolph St Monroe St (Signal 195) to Boschertown Rd/ Little Hills Expressway (Signal 329)	City of St Charles transfers 24 strands to SCC	City of St Charles (48 Strands) Tube 1 (Typically Blue) Tubes 4-6 (Typically Brown, Slate White) County (24 Strands) Tubes 2-3 (Typically Orange, Green)	St Charles SCC	67% 33%
Cable (72 Strands) (Future)	New Town Blvd New Town Rd/Mueller (Signal 189) to Bethman Tower 14.1	SCC transfers 48 strands to City of St Charles	City of St Charles (48 Strands) Tube 1 (Typically Blue) Tubes 4-6 (Typically Brown, Slate White) County (24 Strands) Tubes 2-3 (Typically Orange, Green)	St Charles SCC	67% 33%

Type	Location	Ownership/Use Terms	Single Mode Fiber Allocation	Maintenance Cost Sharing Terms	
				Agency	Percent
Cable (24 Strands)	New Town Blvd (Eim) Mueller Rd (Signal 189) to Elm Point Industrial Rd (Signal 190)	St Charles City transfers 12 strands to SCC	City of St Charles (12 Strands) Tube 1 (Typically Blue) County (12 Strands)	St Charles SCC	50%
Cable (48 Strands)	Old Hwy 94 Hackman Rd (Signal 202) to Hwy 94 (Signal 280)	SCC 100%	Tube 2 (Typically Orange) SCC 100%	SCC	100%
Conduit	Old Hwy 94 Hackman Rd (Signal 202) to Hwy 94 (Signal 280)	City of St Charles allowing use of city conduit	N/A	St Charles	100%
Cable (48 Strands)	Old Hwy 94 Hackman Rd (Signal 202) to Muegge Rd (Signal 69)	SCC transfers 24 strands to City of St Charles	City of St Charles (24 Strands) Tube 1 (Typically Blue) Tube 4 (Typically Brown) County (24 Strands)	St Charles SCC	50%
Conduit	Old Hwy 94 & Hwy 94 (Signal 280) to Heritage Crossing & St Peters Pkwy (Signal 281)	Commission allowing use of conduit	Tube 2-3 (Typically Orange, Green) N/A	Commission	100%
Cable (48 Strands)	Old Hwy 94 & Hwy 94 (Signal 280) to Heritage Museum	SCC owns cable and conduit except for commission conduit from signal 280 to Heritage Crossing & St Peters Pkwy (Signal 281)	SCC 100%	SCC	100%
Cable (24 Strands)	Route 364 State Hwy 94 & Mid Rivers Mall Dr (Signal 45) to I-64 W Ramp (Signal 315)	Commission to transfer 12 strands to SCC	Commission (12 Strands) Tube 1 (Blue) County (12 Strands) Tube 2 (Orange)	Commission SCC	50%
Cable (72 Strands)	Route 364 State Hwy 94 & Mid Rivers Mall Dr (Signal 45) to I-64 W Ramp (Signal 315)	Commission to transfer 12 strands to SCC	Commission (60 Strands) Tube 1-5 (BL,OR,GR,BR,SL) County (12 Strands) Tube 6 (White)	Commission SCC	83% 17%
Conduit	Route 364 Missouri River Bridge	Commission permits placement of SCC cable within Commission's existing conduit on bridge structure	N/A	Commission	100%

Type	Location	Ownership/Use Terms	Single Mode Fiber Allocation	Maintenance Cost Sharing Terms	
				Agency	Percent
Cable(24 strands)	Route 364/Route 141 Mid Rivers Mall Dr (Signal 45) to Commission TMC in Chesterfield River Bridge. Commission permits placement in ROW	SCC owns cables and conduits except for conduit on the Route 364 Missouri River Bridge. Commission permits placement in ROW	SCC 100%	SCC	100%
Cable	Route 370	Commission allowing use of up to 4 strands (state transportation purpose only)	(as assigned by MoDOT)		
Cable (48 Strands)	Rte 364 to Youth Activity Park (YAP/Tower 9.9)	SCC 100%	SCC 100%	SCC	100%
Cable (48 Strands) (Future)	Rte 364/Central School NOR (Signal 287) to St Charles County Highway Building)	SCC 100%	SCC 100%	SCC	100%
Cable (48 Strands)	S Main St (Signal 90) to 5th St/ Ameristar Blvd (Signal 94)	SCC transfers 24 strands to City of St Charles	City of St Charles (24 Strands) Tube 1 (Typically Blue) Tube 4 (Typically Brown) County (24 Strands)	St Charles SCC	50% 50%
Cable (24 Strands)	Salt Lick Rd Cross Connect Cabinet at Hwy 79/1-70 W Ramp (Signal 255) to Mexico Rd (Signal 11)	City of St Peters to transfer 12 strands to SCC	Tube 2-3 (Typically Orange, Green) City of St Peters (12 Strands) Tube 1 (Typically Blue) County (12 Strands)	St Peters SCC	50% 50%
Cable (48 Strands)	Schroeder Creek Blvd Tower Site 10.1 to Wentzville Pkwy (Signal 133)	SCC transfers 12 strands to City of Wentzville	Tube 2 (Typically Orange) City of Wentzville (12 Strands) County (36 Strands)	Wentzville SCC	25% 75%
Cable (24 Strands)	Spencer Rd Willott Rd (Signal 220) to Mexico Rd (Signal 19)	City of St Peters to transfer 12 strands to SCC	Tube 2-4 (Typically Orange, Green, Brown) City of St Peters (12 Strands) Tube 1 (Typically Blue) County (12 Strands)	St Peters SCC	50% 50%
Cable (48 Strands) (Future)	Tom Ginnevar Ave Main St (Signal 123) to St Charles County Police Dept.	SCC 100%	SCC 100%	SCC	100%
Cable (24 Strands)	TR Hughes Blvd E Terra Ln (Signal 158) to O'Fallon Public Works	SCC 100%	SCC 100%	SCC	100%

Type	Location	Ownership/Use Terms	Single Mode Fiber Allocation	Maintenance Cost Sharing Terms	
				Agency	Percent
Cable (72 Strands)	IR Hughes Blvd O'Fallon Public Works to E Wabash (Signal 160)	City of O'Fallon transfers 24 strands to SCC	City of O'Fallon (48 Strands) Tube 1 (Typically Blue) Tube 4-6 (Typically Brown, Slate, White) County (24 Strands) Tube 2-3 (Typically Orange, Green)	O'Fallon SCC	67% 33%
Cable (72 Strands) (Future)	Truman Blvd Ehmann Rd (Signal 81) to Hwy 370 (Intersection 82)	City of St Charles transfers 24 strands to SCC	City of St Charles (48 Strands) Tube 1 (Typically Blue) Tube 4-6 (Typically Brown, Slate, White) County (24 Strands) Tube 2-3 (Typically Orange, Green)	St Charles SCC	67% 33%
Cable (72 Strands) (Future)	Truman Blvd Ehmann Rd (Signal 81) to W. Clay St (Signal 80)	City of St Charles transfers 24 strands to SCC	City of St Charles (48 Strands) Tube 1 (Typically Blue) Tubes 4-6 (Typically Brown, Slate White) County (24 Strands) Tubes 2-3 (Typically Orange, Green) (as assigned by MoDOT)	St Charles SCC	67% 33%
Cable	US-61 Hwy A/US-61 (Signal 137/138) to I-70/US-40/61 Cross Connect	Commission transfers 4 strands to SCC		Commission SCC	83% 17%
Cable (48 Strands)	W Clay St & Hawks Nest Dr (Signal: 199) to St Charles County Admin	SCC 100%	SCC 100%	SCC	100%
Conduit	W Clay St & Hawks Nest Dr (Signal: 199) to St Charles County Admin	City of St Charles allowing use of city conduit	N/A	St Charles	100%
Cable (48 Strands)	Weiss Rd Cottleville City Hall to Cottleville Pkwy (Signal 153)	SCC 100%	SCC 100%	SCC	100%
Cable (18 Strands)	Wentzville Pkwy I-70 (Signal 127) to WM Dierberg Dr (Signal 131)	City of Wentzville to transfer 12 strands to SCC	City of Wentzville (6 Strands) Tube 1 (Typically Blue) County (12 Strands) Tube 2 (Typically Orange) Tube 3 (Typically Green)	Wentzville SCC	33% 67%
Cable (48 Strands)	Wentzville Pkwy Schroeder Creek Blvd (Signal 133) to Old Highway 61 (Signal 136)	SCC transfers 12 strands to City of Wentzville	City of Wentzville (12 Strands) Tube 1 (Typically Blue) County (36 Strands) Tube 2-4 (Typically Orange, Green, Brown)	Wentzville SCC	25% 75%
Cable (48 Strands) (Future)	WM Dierberg Dr (Signal 131) to Heritage Pkwy (Signal 133)	Wentzville to transfer 36 strands to SCC	City of Wentzville (12 Strands) Tube 1 (Typically Blue) County (36 Strands) Tube 2-4 (Typically Orange, Green, Brown)	Wentzville SCC	25% 75%

Type	Location	Ownership/Use Terms	Single Mode Fiber Allocation	Maintenance Cost Sharing Terms	
				Agency	Percent
Cable (48 Strands) (Future)	Wentzville Pkwy/MM Dierberg Dr (Signal 131) to WZG Tower 10.1	City of Wentzville transfers 36 strands to SCC	City of Wentzville (12 Strands) Tube 1 (Typically Blue) County (36 Strands)	Wentzville	25%
				SCC	75%
Cable (24 Strands)	Winghaven Blvd Hwy N (Signal 36) to Technology Dr (Signal 32)	SCC 100%	Tube 2-4 (Typically Orange, Green, Brown) SCC 100%	SCC	100%
Cable (48 Strands)	MM Dierberg Dr Wentzville Pkwy (Signal 131) to SCC Dispatch & Alarm Building	SCC transfers 12 strands to City of Wentzville	City of Wentzville (12 Strands) Tube 1 (Typically Blue) County (36 Strands)	Wentzville	25%
				SCC	75%
Cable (48 Strands)	Zumbehl Rd Highway 94 (Signal 141) to Justice Center (W of Signal 142)	SCC transfers 24 strands to City of St Charles	City of St Charles (24 Strands) Tube 1 (Typically Blue) Tube 4 (Typically Brown) County (24 Strands)	St Charles	50%
				SCC	50%
			Tube 2-3 (Typically Orange, Green)		

Exhibit C

IP Address Scheme

15-37

RBA FORM (OFFICE USE ONLY)
MEETING DATE: October 21, 2013
Regular (X) Work Session ()
ATTACHMENT: YES (X) NO ()
Contract () Ordinance (X) Other ()

Request for Board Action
By: Staff

Ward 1

- **Description:** Voluntary Annexation of Property Located at 1418 Feise Rd.

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

- **Summary/Explanation:**

See Attached Staff Report

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

Increased property tax revenue on property with a current assessed value of \$45,340.

RBA requested by: _____

Mayor: _____



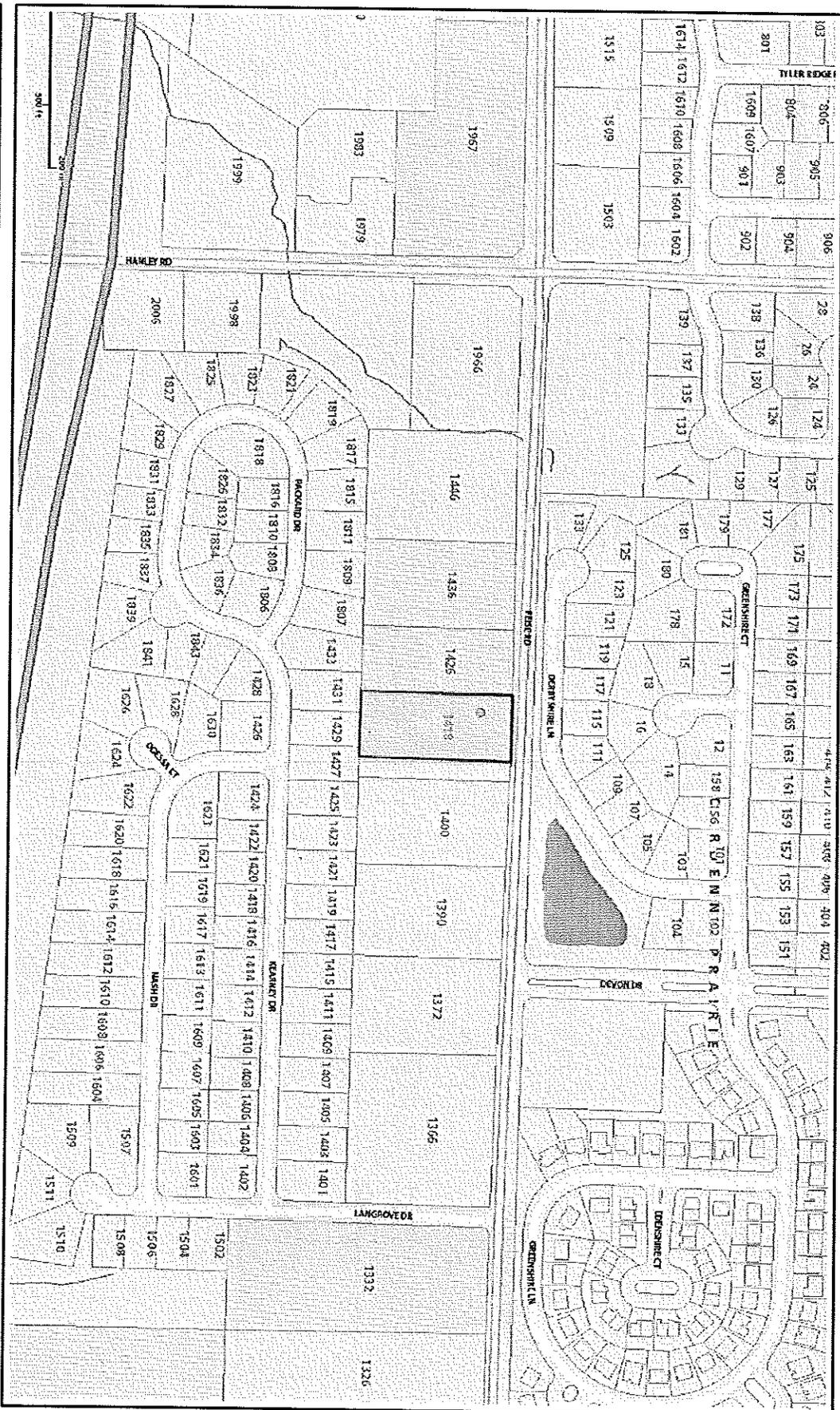
**ANNEXATION
STAFF REPORT**

Date: October 14, 2015

OWNERS: <u>Samuel J. and Donna K. Weibel</u>		LOCATION: <u>1418 Feise Road</u>	
DEED ATTACHED		WARD: <u>1</u>	MAP ATTACHED:
	<u>YES</u> <input type="checkbox"/> <u>NO</u> <input checked="" type="checkbox"/>		<u>YES</u> <input checked="" type="checkbox"/> <u>NO</u> <input type="checkbox"/>
		LOT SIZE: <u>1.5 Acres</u>	
ZONING:			
Existing: <u>County R1B</u> Proposed: <u>None</u> Existing Use: <u>Single-family Residence</u> Proposed Use: <u>N/A</u> City Plan: <u>Located in the Uptown Planning Area</u>		Property details from Assessor's database?	
		<u>YES</u> <input checked="" type="checkbox"/>	<u>NO</u> <input type="checkbox"/>
PETITION FILED?	<u>YES</u> <input checked="" type="checkbox"/> <u>NO</u> <input type="checkbox"/>	ANNEXATION AGMT?	<u>YES</u> <input type="checkbox"/> <u>NO</u> <input checked="" type="checkbox"/>
Petition attached?	<input checked="" type="checkbox"/> <input type="checkbox"/>	Agmt attached?	<input type="checkbox"/> <input checked="" type="checkbox"/>
Date filed: <u>October 5, 2015</u>		Rezoning requested?	<input type="checkbox"/> <input checked="" type="checkbox"/>
		CUP requested?	<input type="checkbox"/> <input checked="" type="checkbox"/>
		Other: _____ _____ _____ _____	
ASSESSED VALUE: <u>\$45,340</u>			
Tax acct info attached?			
	<u>YES</u> <input checked="" type="checkbox"/> <u>NO</u> <input type="checkbox"/>		

ADDITIONAL COMMENTS:

The property will retain county zoning designation until affirmatively rezoned by the City. Section 405.090 of the St. Charles County Uniform Development Ordinance (Zoning Code) is attached, and identifies Permissive and Conditional Uses in the R1B Zoning District.

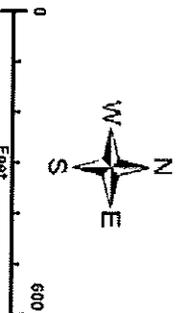


St. Charles County Map Service

This is My Map

Printed: Oct 12, 2015

Source: St. Charles County, GIS Services. All map content and copyright of the St. Charles County Government and are subject to disclaimer.



0
600
Feet



Property Database Search

2015 Assessor Certified Values

Please note: Information maintained by this office is for Assessment purposes only and should not be used to verify or transfer ownership. All maps maintained, provided and/or purchased are based on Assessment information and do not represent a legal survey of the parcels shown and shall not be used for conveyance or the establishment of property boundaries.

Property Details

Information is current as of 10/11/2015

Account Number: 768870A001

Parcel ID: 4-0033-S001-00-0025.9100000

Owner(s):
WEIBEL SAMUEL J &
WEIBEL DONNA K
1418 FEISE RD
OFALLON, MO 63368

Property Address: 1418 FEISE RD 63368

School District: Wentzville

City: Unincorporated

Fire District: Wentzville

Neighborhood Code: 1176

Subdivision:

Legal Description: PT NW 1/4 SW 1/4 & PT SW 1/4 NW 1/4

Lot Size: 1.5000 AC

Site Map (<http://map.sccmo.org/Main/index.html?parcel=768870A001>)

Building Data

Year Built: 1977

Property Type: SINGLE FAMILY RESIDENCE (R)

Quality Code: R - 30 - Average

Architectural Type: Ranch

Bedrooms: 4

Total Area: 1,920

Bathrooms: 3

Base Area: 1,920

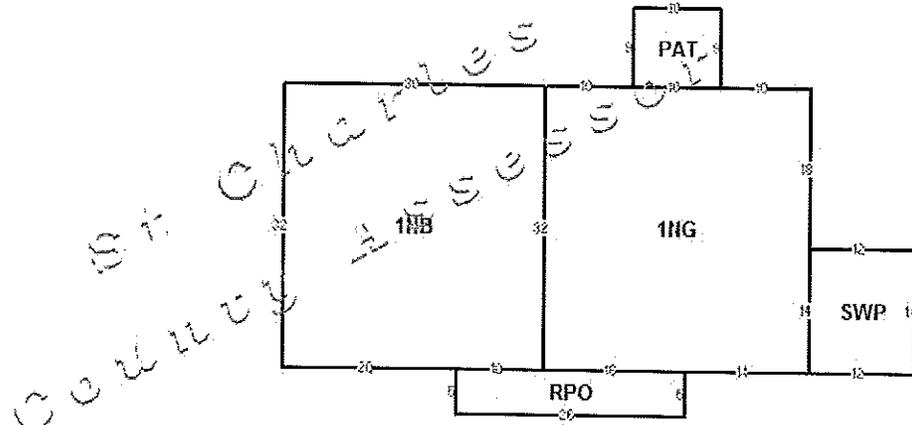
Half Bathrooms: 0

Parking Area: 1,290

Total Rooms: 6

Basement Area: 960

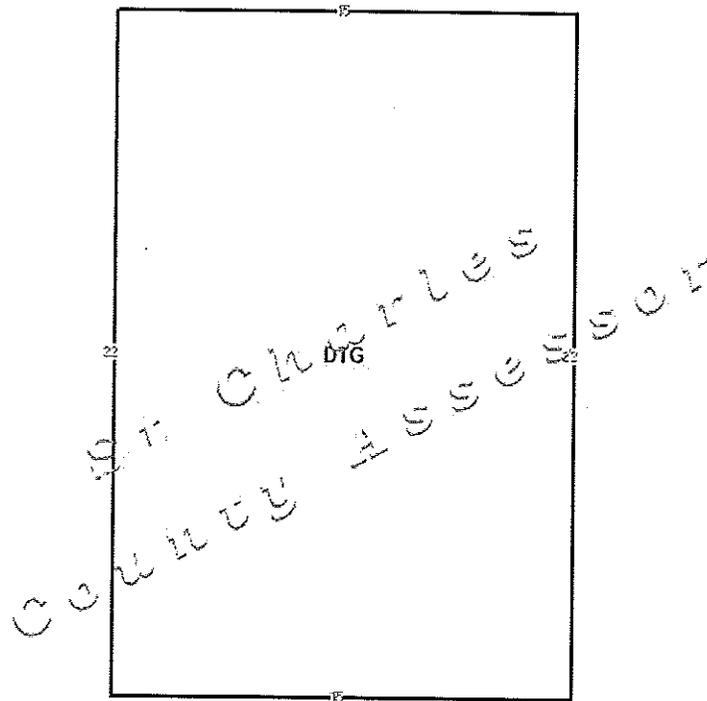
Finished Basement Area: 900



- Legend:
- 1IB: 1 ST/BS
 - 1HG: 1 ST/GAR
 - BRF: BASEMENT BRG FIN
 - ESA: BASEMENT AREA
 - GRS: Subterranean Garage
 - PAT: PATIO
 - RPO: OPEN PORCH W ROOF
 - SWP: SOLID WALL PORCH

(<https://lookups.sccmo.org/assessor/sketch/768870A001/1>)

Click to Enlarge (<https://lookups.sccmo.org/assessor/sketch/768870A001/1>)



- Legend:
- DTG: DETACHED GARAGE

(<https://lookups.sccmo.org/assessor/sketch/768870A001/2>)

Click to Enlarge (<https://lookups.sccmo.org/assessor/sketch/768870A001/2>)

Assessed Value

Commercial Value: \$0 **Total Market Value:** \$238,632
Residential Value: \$45,340 **Land Value:** \$90,000
Agriculture Value: \$0

Sales History

Previous Owner(s)	Sale Date	Sale Price	Deed Book & Page	Qualified?
		Adj. Sale Price	U.P.S.F.	
MILLER AUBERT AN RUDTH	12/01/1992	\$108,000	1505-1611	Y
		\$108,000	\$56.25	
SHORT JAMES AND GLORIA	09/01/1983	\$79,900	0964-1624	Y
		\$79,900	\$41.61	
	01/01/1980	\$0	0752-0422	N
		\$0	\$0.00	

Real Estate Tax Data

Property Tax Data (<http://mo-stcharles-collector.publicaccessnow.com/Tabs/RealEstateSearch/AccountDetail.aspx?p=768870A001>)

Find Similar Properties

Search (https://lookups.sccmo.org/assessor/search?form_type=advanced&reset_session=true&searchCityCode=200&searchNbhdCode=1176)

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Michelle D. McBride
Collector of Revenue

St. Charles County Collector
201 N Second St Suite 134
Saint Charles, MO 63301-2889
Phone:636-949-7470

Tax Account Information		
Account #/PIN	Property Type	Status
768870A001	Real Property	Active
Mailing Address: WEIBEL SAMUEL J*WEIBEL DONNA K 1418 FEISE RD OFALLON, MO 63368		SITUS: 1418 FEISE RD OFALLON MO 63368
Geo CD: 4-0033-S001-00-0025.9100000		Deed Number: INTERFACE
Legal Description		
PT NW 1/4 SW 1/4 & PT SW 1/4 NW 1/4		

Assessments				
Operation	Gross Tax	Credit	Net Tax	Savings
Ambulance	\$111.98	\$0.00	\$111.98	\$0.00
College-St Charles	\$93.58	\$0.00	\$93.58	\$0.00
County	\$165.59	\$0.00	\$165.59	\$0.00
Fire-13: Wentzville	\$216.47	\$0.00	\$216.47	\$0.00
Library	\$96.73	\$0.00	\$96.73	\$0.00
Sch-R4: Wentzville	\$2,125.96	\$0.00	\$2,125.96	\$0.00
State	\$12.78	\$0.00	\$12.78	\$0.00
Sub Total	\$2,823.09	\$0.00	\$2,823.09	\$0.00
Total Tax	\$2,823.09	\$0.00	\$2,823.09	\$0.00

Remaining Installment Balance								
Period	Bill Number	Due Date	Tax Year	Tax	Discount	Penalty/Fee	Interest	Total Due
INST 1	382454	12/31/2014	2014	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Due:				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Payment History					
Tax Year	Bill Number	Receipt Number	Amount Paid	Last Paid	Paid By
2014	382454	B14.46413	\$2,823.09	12/15/2014	Corelogic

The St. Charles County Collector's Office makes every effort to produce and publish the most current and accurate information. No warranties, expressed or implied, are provided for the data herein, or its interpretation. All information provided by this online resource is subject to verification by the St. Charles County Collector's Office.

St. Charles County, MO
Wednesday, October 14, 2015

Chapter 405. Unified Development Ordinance of St. Charles County, Missouri "Zoning Regulations"

Part 2. DISTRICT REGULATIONS

Article III. Residential Districts

Section 405.090. "RR", "R1A", "R1B", "R1C", "R1D" and "R1E" Single-Family Residential Districts.

[Ord. No. 99-99 §1, 7-12-1999; Ord. No. 01-054 §1, 4-25-2001; Ord. No. 03-142 §1(17), 10-1-2003; Ord. No. 04-053 §1, 4-13-2004; Ord. No. 04-158 §3, 9-29-2004; Ord. No. 05-029 §1, 3-29-2005; Ord. No. 06-002 §1, 1-10-2006; Ord. No. 07-040 §1, 3-13-2007; Ord. No. 08-146 §§2—4, 12-17-2008; Ord. No. 10-041 §5, 6-2-2010]

A. *Statement Of Intent.* Except as provided in Subsection (C), paragraph (13) below, the intent of these districts is to provide for detached single-family residential development on minimum lot sizes varying from three (3) acres to seven thousand (7,000) square feet. Lots less than three (3) acres in size shall be served by sanitary sewers and a public water supply. These districts and their related minimum lot sizes are as follows:

1. "RR" - three (3) acres;
2. "R1A" - one (1) acre;
3. "R1B" - twenty thousand (20,000) square feet;
4. "R1C" - fifteen thousand (15,000) square feet;
5. "R1D" - ten thousand (10,000) square feet; and
6. "R1E" - seven thousand (7,000) square feet.

These districts also allow for land uses which are incidental or accessory thereto.

B. *Permissive Uses.*

1. Cemetery on a site of not less than five (5) acres. Cemeteries with a crematory as an accessory use on a site of not less than twenty (20) acres.
2. Churches.
3. Cluster developments in accordance with Subsection 405.090(1).
4. Golf course and clubhouse, driving range (unlighted) as an accessory use; no miniature golf course operated for commercial purposes.
5. Home occupations, as regulated in Part 3, Article IV, Section 405.495 of this Chapter.

6. Horses and private stables as an accessory building on three (3) acres or more, provided said stables are fifty (50) feet from all property lines.
7. Parks or playgrounds.
8. Public building or facility erected by a governmental agency.
9. Public school (elementary, middle, or high), or a private school having a curriculum equivalent to public elementary, middle, or high school.
10. Railroad right-of-ways, not including railroad yards.
11. Recreational areas for subdivision developments within common ground areas.
12. Sewage treatment plants and related facilities, including lift stations, water supply plants, pumps, reservoirs, wells, and elevated storage tanks, for the purpose of providing services to the public.
13. Single-family/single household dwellings, including modular structures to be used as dwellings, provided:
 - a. That persons applying for land use permits for such modular structures voluntarily apply also for building permits for those structures,
 - b. That such modular structures meet the requirements of Title V of the Ordinances of St. Charles County, Missouri, and
 - c. That if a court of competent jurisdiction finds that either of the preceding provisos is unconstitutional or unlawful, that proviso shall not be severed from any other language herein beginning with "including modular structures to be used as dwellings" but all of that language shall likewise be deemed unconstitutional or unlawful.
14. Two-family/two household dwellings designated at the time of platting in the "R1C", "R1D" and "R1E" districts.
15. Accessory uses and buildings incidental to the above uses, when located on the same lot; examples of which are vegetable and flower gardens, the raising and keeping of pets on a non-commercial basis, swimming pools, tennis courts, utility sheds, personal greenhouses and garden houses (non-commercial), unattached carports, unattached garages, and satellite dishes. If the satellite dishes are eighteen (18) inches or less in diameter and attached to a house, the dishes are allowed without setbacks.

C. *Conditional Uses.*

1. Adult day care.
2. Bed and breakfast residence.
3. Group home facility which is the same as that defined in Section 405.060 except that it may house nine (9) to fifteen (15) persons, or a group home which meets the definition of 405.060 but does not meet all of the standards as a permissive use as required by Section 405.078.
4. Historic sites.
5. Houseboats.^[1]

[1] On August 23, 2004, pursuant to Section 405.070, the Director of the Division of Planning and Zoning added the following use to Subsection 405.090(C)'s list of conditional uses in "R1A", "R1B", "R1C", "R1D", and "R1E" Single-Family Residential District: Houseboats.

6. Housing unit or units in the "R1E" district with a minimum dwelling size (living space) of eight

hundred (800) square feet, a minimum lot area of six thousand (6,000) square feet, and on lots sixty (60) feet wide and with side yards six (6) feet in width.

7. Institution (hospital, nursing, rest, or convalescent home, and educational or religious) on a site of not less than five (5) acres, provided that not more than fifty percent (50%) of the site area may be occupied by buildings, and further provided that the buildings shall be set back from all required yard lines a minimum of fifty (50) feet. Hospitals may include a helicopter landing pad area as an accessory use.
 8. Kennels, on a site of not less than three (3) acres, provided all pens are one hundred fifty (150) feet from all property lines.
 9. Lawn care service, on a site of not less than one (1) acre, and all lawn care materials; any related equipment or vehicles are required to be stored within an accessory structure.
 10. Manufactured and modular structure(s) not utilized as a dwelling.
 11. Manufactured home subdivisions, manufactured homes and modular structures not meeting the provisions within Section **405.090(B)(13)**, with conditions regulated in Part 4, Section **405.520**, Development Standards for Certain Conditional Uses.^[2]

[2] *Editor's Note—In the original text of ord. no. 10-041, the reference "405.090(B)(13)" read "405.090(B)(12)". This was a typographical error and corrected at the direction of the County Counselor's office.*
 12. Preschool, daycare, special, or other private school.
 13. Private clubs on a site of not less than two (2) acres.
 14. Private or commercial recreational facility, including a lake, swimming pool, tennis court, boarding stable, riding stable, or golf course on a site of not less than five (5) acres.
 15. Top soil removal operation.
 16. Utility substation for electric, gas or telephone utilities on a site of not less than ten thousand (10,000) square feet in size in the "RR", "R1A", "R1B" and "R1C" Districts and not less than six thousand (6,000) square feet in the "R1D" and "R1E" Districts.
 17. Wind turbines.
- D. *Height, Area And Lot Requirements.*
1. *Maximum height.* Forty (40) feet (except as regulated in Part 3, Article I, Section **405.405** et seq.).
 2. *Minimum front yard.*
 - a. Fifty (50) feet in "RR".
 - b. Thirty-five (35) feet in "R1A".
 - c. Twenty-five (25) feet in "R1B" and "R1C".
 - d. Twenty (20) feet in "R1D" and "R1E".
 3. *Minimum side yard.*
 - a. Forty (40) feet in "RR".
 - b. Twenty (20) feet in "R1A".
 - c. Ten (10) feet in "R1B" and "R1C".

- d. Seven (7) feet in "R1D" and "R1E".
 4. *Minimum rear yard.*
 - a. Fifty (50) feet in "RR".
 - b. Thirty-five (35) feet in "R1A".
 - c. Twenty-five (25) feet in "R1B", "R1C", "R1D" and "R1E".
 5. *Minimum lot width.*
 - a. One hundred fifty (150) feet in "RR".
 - b. One hundred twenty-five (125) feet in "R1A".
 - c. One hundred (100) feet in "R1B".
 - d. Eighty (80) feet in "R1C" and "R1D".
 - e. Seventy (70) feet in "R1E".
 6. *Minimum lot area.*
 - a. One hundred thirty thousand six hundred eighty (130,680) square feet in "RR".
 - b. Forty-three thousand five hundred sixty (43,560) square feet in "R1A".
 - c. Twenty thousand (20,000) square feet in "R1B".
 - d. Fifteen thousand (15,000) square feet in "R1C".
 - e. Ten thousand (10,000) square feet in "R1D".
 - f. Seven thousand (7,000) square feet in "R1E".
 7. *Minimum dwelling size (living space).* One thousand (1,000) square feet for single-family.
 8. *Lots to be used for two-family/two household development.* The developer of a proposed subdivision may work with the Director of the Division of Planning and Zoning or his/her assigns in locating lots with "R1C", "R1D" and "R1E" residential districts that are to be used for two-family/two household dwellings. These lots, if any are approved, shall be stated as such on both the preliminary and final plats and their number will not exceed ten percent (10%) of the total number of lots within each respective subdivision plat having ten (10) or more lots. Any fraction thereof will be considered the next lowest number. For subdivision plats having five (5) to nine (9) lots, one (1) two-family/two household lot may be granted. For subdivision plats having fewer than five (5) lots, no two-family/two household lots are permitted.
- E. *Accessory Structure.*
1. *Maximum total size of all accessory structures (except stables).* For parcels less than one (1) acre, up to fifty percent (50%) of base area of main structure. For parcels one (1) to three (3) acres, up to one thousand five hundred (1,500) square feet. For parcels three (3) acres to ten (10) acres, two thousand four hundred (2,400) square feet.
 2. *Maximum size of private stable.* Three thousand (3,000) square feet for stables in "R1A" through "R1E" zoning districts. Such stables must be fifty (50) feet from all property lines.
 3. *Minimum front yard of accessory structure.* Fifty (50) feet.
 4. *Minimum side yard of accessory structure.* Seven (7) feet.

5. *Minimum rear yard of accessory structure.* Seven (7) feet.
 6. *Minimum distance from main structure to accessory structure.* Ten (10) feet (except swimming pools). Accessory structures that will be less than ten (10) feet from the main structure must meet the same setbacks as the main structure and meet applicable building code requirements. A detached garage may be located in the front yard, however, no part of the structure may be located directly in front of the main structure.
 7. *Design requirements.* All accessory, non-residential buildings over two hundred (200) square feet, except accessory structures and stables in the "RR" District, must be constructed of building materials and designed architecturally to be in substantial compliance with the primary structure. The use of metal siding, including, but not limited to, aluminum and steel, in the construction of an accessory structure is prohibited.
- F. *Additional Requirements.* See Part 3, Article I, Section **405.405** et seq.
- G. *Parking, Loading And Sign Regulations.* See Part 3, Article II, Section **405.440** et seq. for Parking and Loading Requirements. See Part 3, Article III, Section **405.470** et seq. for Sign Regulations.
- H. *Solid Waste Disposal Screening Regulations.* Other than for residential use, all exterior solid waste containers and container racks and stands shall be screened on at least three (3) sides by a six (6) foot solid fence and on the fourth (4th) side by a solid gate constructed of cedar, redwood, masonry or other compatible building material.
- I. *Cluster Development.* Cluster development shall be subject to the following regulations, but shall remain subject to all other applicable provisions of this Unified Development Ordinance not modified by the following regulations.
1. *Statement of intent.* The intent of the following regulations is:
 - a. To provide permissive, voluntary and alternate procedures within the "RR", "R1A", "R1B", "R1C", "R1D" and "R1E" Single-Family Residence Districts by permitting flexibility in lot requirements and dwelling unit types while maintaining the maximum dwelling unit density limitations of the particular parcel's zoning district.
 - b. To encourage creative and flexible site design that is sensitive to the land's natural features and adapts to the natural topography.
 - c. To protect environmentally sensitive areas of a development site and preserve on a permanent basis open space, natural features and agricultural lands.
 - d. To promote cost savings in infrastructure installation and maintenance by such techniques as reducing the distance over which utilities, such as water and sewer lines, need to be extended or by reducing the length of streets.
 - e. To protect the public health, safety and general welfare by avoiding surface and ground water pollution, contaminated run-off, air quality contamination and urban heat islands that result from pavement and the clearing of natural vegetation.
 2. *Standards for cluster development.*
 - a. *Minimum size of tract and number of lots or units.* Cluster development is permitted on tracts containing five (5) or more acres and five (5) or more lots or units.
 - b. *Residential uses only.* Cluster development may be utilized for developments of single-family attached or detached dwellings. Development plans and plats required by and submitted pursuant to these regulations shall note which types of units are utilized in the subdivision.

- c. *Maximum lot sizes.* Maximum lot sizes in a cluster development shall be as follows:

Zoning District	Maximum Lot Area in Cluster Development	Permitted Density of the Zoning District
"RR"	1 acre	1 unit per 3 acres
"R1A"	14,500 square feet	1 unit per 1 acre
"R1B"	9,000 square feet	2.1 units per 1 acre
"R1C"	6,700 square feet	2.9 units per 1 acre
"R1D"	5,500 square feet	4.3 units per 1 acre
"R1E"	4,200 square feet	6.2 units per 1 acre

- d. *Density calculations.* The maximum number of lots or units allowable shall be calculated by dividing the net area of the development by the minimum lot area requirements of the residential district or districts in which the subdivision is located. The net area is the gross area of the development minus the following:

- (1) Land within the floodway as depicted on the Flood Insurance Rate Map (FIRM);
- (2) Land which is utilized for roadway right-of-way purposes.

- e. *Planning and platting or dedication of open space.* Open space areas are the parks, natural features and passive open space that distinguish this use pattern from other types of development. Open space areas shall be designated on the development plan and on any preliminary or final plat and shall be subject to the following minimum requirements.

- (1) The minimum land area that shall be devoted to open space shall consist of an area equal to the net area of the development minus the maximum number of lots having the maximum lot size. Open space in excess of the minimum may also be included in open space.
- (2) Open space shall not be further subdivided.
- (3) Open space shall not be developed except as provided below.
- (4) Open space may be included in the net acreage of the development for density calculations only if it is used as:
 - (a) Conservation of open space in its natural state.
 - (b) Recreation including, but not limited to, trails, picnic areas, community gardens, playing fields, playgrounds and courts, lakes and ponds.
 - (c) Water supply and sewage disposal systems for the development.
 - (d) Pasture and stables for recreational horses on ten (10) acres or more of open space (if horses are pastured, the number of horses shall not exceed one (1) horse per acre of pasture).
 - (e) Easements for drainage, access, sewer or water lines or other public purposes.
 - (f) Stormwater management facilities.
 - (g) Parking areas to serve recreational areas.
 - (h) Agricultural area to be used for crops and the grazing of animals.
- (5) Open space areas shall to the extent possible abut existing conservation areas, parks, open space or farmland on adjacent parcels.

- (6) Open space may be designated for dedication for public use, and in such cases be considered part of the gross acreage of the development in computing the maximum number of lots that may be created or dwelling units that may be authorized, only if:
- (a) The area of the proposed cluster development is at least thirty (30) acres;
 - (b) The proposed public use site is dedicated to the public in a manner approved by the County Counselor or legal counsel of the public agency prior to recording of the subdivision plat and the use on the site shall be in conformance with Section **405.090(1)(2)(e)(3)** above;
 - (c) Prior to the recording of the subdivision plat, a written agreement between the petitioner and the public agency shall be submitted to the Director of the Planning and Zoning Division for review and approval. This agreement shall indicate who is responsible for the installation of required improvements and indicate when the improvements will be installed;
 - (d) The subdivision plat for record identifies the boundaries of the dedicated tract within the cluster development;
 - (e) The deed of dedication for public use shall provide that in the event the property shall no longer be used for that purpose, it will revert to the trustees of the subdivision in which it is located as common land. The trust indenture required herein shall provide for the manner in which the common land shall be treated.
- (7) Open space not dedicated to the public shall be titled to subdivision trustees, as provided herein.
- (a) In developments where common ground which may include open spaces, recreational areas or other common ground are provided and the acreage of which is included in the gross acreage for density calculation purposes, a trust indenture shall be recorded simultaneously with the final plat. The indenture shall provide for the proper and continuous maintenance and supervision of said common land by trustees to be selected and to act in accordance with the terms of such indenture, and the common land shall be deeded to the trustees.
 - (b) In addition, the trust indenture shall contain the following provisions:
 - (i) That the common ground, including open spaces, recreational areas or other common ground, shall be for the sole benefit, use and enjoyment of the lot or unit owners, present and future, of the entire cluster development or that the common ground may also be used by residents outside the cluster development.
 - (ii) If residents outside the cluster development are permitted to use the common ground, the indenture shall contain provisions which shall provide, in essence, the following:
 - i) No resident of the cluster development shall be denied the use of the open space, recreational facilities or other common ground for any reason related to the extension of such privilege to non-residents of the cluster development;
 - ii) All rules and regulations promulgated pursuant to the indenture with respect to residents of the cluster development shall be applied equally to the residents;

- iii) All rules and regulations promulgated pursuant to the indenture with respect to non-residents of the cluster development shall be applied equally to the non-residents;
 - iv) At any time after the recording of the indenture, a majority of the residents of the cluster development, by election duly called, may elect to allow or disallow usage of the open space, recreational facilities or other common grounds by non-residents of the cluster development.
 - (8) Trust indentures for cluster development shall also include:
 - (a) Provisions for the maintenance of all common ground and facilities and the means of collecting assessments necessary for the maintenance; and
 - (b) Provisions for maintenance of common walls in cluster developments containing attached single-family units.
- 3. *Application for approval of cluster development—preliminary review by Division of Planning and Zoning.*
 - a. Applications for a cluster development shall be filed with the Division of Planning and Zoning on a form supplied by the Division. The application shall include a statement regarding the proposed development's compliance with the intent of this Subsection and a development plan depicting the arrangement of buildings on the site, building elevations depicting the architectural character and design of the proposed buildings, proposed landscaping and open space design. The development plan may be combined with a preliminary plat submitted pursuant to Chapter 410 of this Unified Development Ordinance.
 - b. Upon verification by the Division's staff that an application for a cluster development is complete, the application (along with the preliminary plat, if combined with the development plan) shall be submitted to the Planning and Zoning Commission for review and approval.
- 4. *Approval of cluster development by Planning and Zoning Commission—criteria.* The Planning and Zoning Commission may approve an application for a cluster development if the Commission finds that it meets the following criteria for approval.
 - a. In preparing a development plan the applicant must:
 - (1) Investigate and address the impacts of the proposed development on the site to be developed, on adjacent tracts and on public infrastructure, and
 - (2) Identify and plan for the density, intensity, land uses, pedestrian and bicycle ways, trails, parks, open space, lot configuration, street and drainage patterns established for a site in the platting process.
 - b. Further, the Planning and Zoning Commission shall not approve a subdivision plat and development plan for a cluster development unless all of the following findings with respect to the proposed development are made:
 - (1) The proposed land use is in accord with the adopted Master Plan and the official Zoning Map, or that the means for reconciling any differences have been addressed. A preliminary plat may be processed concurrently with a rezoning request.
 - (2) The proposed cluster subdivision conforms to all relevant requirements of the County. The plat and plan shall:
 - (a) Meet all requirements with respect to lot size, density and area as provided in this

Subsection;

- (b) Meet all development standards of this Unified Development Ordinance not modified by this Subsection;
 - (c) In no way creates a violation of any applicable current ordinances, Statutes or regulations.
- (3) The proposed development, including its lot sizes, density, design, access and circulation, is compatible with the existing and/or permissible future use of adjacent property.
 - (4) The proposed public facilities are adequate to serve the normal and emergency demands of the proposed development and to provide for the efficient and timely extension to serve future development.
 - (5) Rights-of-way and easements of adequate size and dimension are provided for the purpose of constructing the street, utility and drainage facilities needed to serve the development.
 - (6) The proposed cluster subdivision provides the appropriate land and improvements necessary to satisfy the requirements of the open space standards provided in this Chapter.
 - (7) The proposed subdivision provides adequate pedestrian access to parks and open space.
 - (8) The soils, topography and water tables have been adequately studied to ensure that all lots are developable for their designated purposes.
 - (9) Any land located within Zone A, as shown on the currently adopted Flood Insurance Rate Maps, is determined to be suitable for its intended use and the proposed subdivision adequately mitigates the risks of flooding, inadequate drainage, soil and rock formations with severe limitations for development, severe erosion potential or any other floodplain-related risks to the health, safety or welfare of the future residents of the proposed subdivision in a manner consistent with the provisions of this Unified Development Ordinance not modified by this Subsection.
- c. Approval of a development plan for a cluster development shall constitute acceptance of the land use, building and architectural character, development intensity, general street patterns, drainage patterns, lot patterns, parks and open space lands and the general layout of pedestrian and bicycle trails, provided that these may be modified by the Planning and Zoning Commission in conjunction with subsequent approvals if additional information reveals development constraints that are not evident during preliminary plat review.
5. *Denial of approval by Planning and Zoning Commission—approval by County Council by ordinance.* If the Planning and Zoning Commission withholds approval of a cluster development, the application shall be forwarded to the County Council and such application must then be approved by an ordinance with approval of five (5) member of the County Council, and the reasons for approval or failure to approve such application shall be spread upon the records of the Governing Body and certified to the Planning and Zoning Commission.
 6. The Planning and Zoning Commission shall approve preliminary and final plats for cluster developments as provided in the regulations for the subdivision of land in Chapter 410 of this Unified Development Ordinance. However, no such plat may be approved unless it is in substantial conformity with an approved development plan for the cluster development and with these regulations.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE,
MISSOURI, ANNEXING CERTAIN ADJACENT
TERRITORY INTO THE CITY OF DARDENNE PRAIRIE,
MISSOURI (1418 FEISE ROAD)**

WHEREAS, on October 5, 2015, a Petition signed by the owners of the real property hereinafter described requesting voluntary annexation of said property into the City of Dardenne Prairie, Missouri, was filed with the City and is attached hereto as **Exhibit 1** and incorporated by reference herein (the "Petition"); and

WHEREAS, said real property as hereinafter described is compact and contiguous to the present corporate limits of the City of Dardenne Prairie, Missouri; and

WHEREAS, the Board of Aldermen of the City of Dardenne Prairie, Missouri, do hereby find and determine that said annexation is reasonable and necessary to the proper development of the City; and

WHEREAS, the City of Dardenne Prairie, Missouri, is able to furnish normal municipal services to said area within a reasonable time after annexation;

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

SECTION 1. Pursuant to the provisions of Missouri Revised Statute Section 71.014, the real property described in **Exhibit 2**, attached hereto and made a part hereof, is hereby annexed into the City of Dardenne Prairie, Missouri.

SECTION 2. The boundaries of the City of Dardenne Prairie, Missouri, are hereby altered so as to encompass the real property described in **Exhibit 2** and lying adjacent and contiguous to the present corporate limits of the City of Dardenne Prairie, Missouri.

SECTION 3. That the land described in **Exhibit 2** of this Ordinance shall be part of Ward 1 of the City of Dardenne Prairie, Missouri.

SECTION 4. The City Clerk of the City of Dardenne Prairie is hereby ordered to cause three (3) certified copies of this Ordinance to be filed with the Office of the Registrar of St. Charles County.

SECTION 5. 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 6. 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 7. Effective Date: This ordinance shall be in full force and effect from and after the day of its passage and approval.

Read two times, passed, and approved this _____ day of _____, 2015.

As Presiding Officer and as Mayor

Attest:

City Clerk

Approved this _____ day of _____, 2015.

Mayor

Attest:

City Clerk

EXHIBIT 1



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

PETITION REQUESTING ANNEXATION
CITY OF DARDENNE PRAIRIE, MISSOURI

www.DardennePrairie.org

Samuel J. Weibel

Donna K. Weibel

_____ ("Petitioners"), hereby petition the City of Dardenne Prairie, Missouri for annexation of the tracts of land described on Exhibit A, attached hereto, and incorporated by reference herein (the "Property"). In support of the Petition, Petitioners state:

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

WHEREFORE, Petitioners request that the Property be annexed into the corporate limits of the City of Dardenne Prairie, Missouri.

Dated this 6th day of October, 2015.

Samuel J. Weibel
Print Name Samuel J. Weibel

Donna Weibel
Print Name Donna Weibel

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

On this 5th day of October, 20 15, before me personally appeared

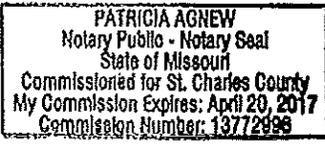
Samuel Weibel
Donna Weibel

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in St. Charles County, Missouri, the day and year first above written.

Patricia Agnew
Notary Public

My commission expires:
April 20, 2017



A tract of land being part of Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) and also part of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section 1, Township 46 North, Range 2 East more particularly described as follows: Beginning at a point in the centerline of Feise County Road, from which point an old iron pipe driven in the center of said Section 1 bears South 86 Degrees 56' East 507.01 feet and South 89 Degrees 05' East 921.50 feet and which beginning point is also North 0 Degrees 55' East 20 feet from an old iron pipe driven on the Southern line of said County Road; thence from said beginning point, South 0 degrees 55' West 400.50 feet to an old iron pipe; thence North 89 Degrees 5' West 162.50 feet to an iron pipe; thence North 0 Degrees 55' East 402.57 feet to the centerline of said Feise Road; thence along the centerline of said Feise Road South 88 Degrees 20' East 162.51 feet to the place of beginning, and all according to Survey thereof made by Donald B. Fitch, Surveyor on May 18th, 1965, and revised on September 24, 1976.

EXHIBIT A

A tract of land being part of Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) and also part of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section 1, Township 46 North, Range 2 East more particularly described as follows: Beginning at a point in the centerline of Feise County Road, from which point an old iron pipe driven in the center of said Section 1 bears South 86 Degrees 56' East 507.01 feet and South 89 Degrees 05' East 921.50 feet and which beginning point is also North 0 Degrees 56' East 20 feet from an old iron pipe driven on the Southern line of said County Road; thence from said beginning point, South 0 degrees 55' West 400.50 feet to an old iron pipe; thence North 89 Degrees 5' West 162.50 feet to an iron pipe; thence North 0 Degrees 55' East 402.57 feet to the centerline of said Feise Road; thence along the centerline of said Feise Road South 88 Degrees 20' East 162.51 feet to the place of beginning, and all according to Survey thereof made by Donald B. Fitch, Surveyor on May 18th, 1965, and revised on September 24, 1976.

EXHIBIT 2

ORDINANCE NO. _____

AN ORDINANCE REVISING THE BUDGET FOR THE CITY OF DARDENNE PRAIRIE, MISSOURI, FOR THE FISCAL YEAR COMMENCING ON JANUARY 1, 2015 AND ENDING DECEMBER 31, 2015

WHEREAS, on December 3, 2014, pursuant to Ordinance No. 1741, the Board of Aldermen for the City of Dardenne Prairie adopted a budget for Fiscal Year 2015; and

WHEREAS, pursuant to Section 67.030, RSMo., “The governing body of each political subdivision may revise, alter, increase or decrease the items contained in the proposed budget[...]”; and

WHEREAS, the Board of Aldermen has determined that it is in the best interest of the City to revise the budget for Fiscal Year 2015; and

WHEREAS, the anticipated expenditures from each fund identified in the revised budget do not exceed the anticipated revenues plus any unencumbered fund balance for the fiscal year;

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

SECTION 1. That the budget for the City prepared and presented for Fiscal Year 2015 be and is hereby revised and that a new revised budget, in the form attached hereto as **Exhibit A**, including anticipated revenues and unencumbered fund balances as reflected therein, be and is hereby adopted as the budget for the City of Dardenne Prairie, Missouri for Fiscal Year 2015.

SECTION 2. The Budget adopted pursuant to Ordinance No. 1741 is hereby amended to conform with the provisions of this Ordinance to the extent of any inconsistency herewith.

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

SECTION 4. Severability Clause: If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the

provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION 5. Effective Date: This Ordinance shall be in full force and effect as of the date of its final passage and approval.

Read two (2) times, passed and approved this _____ day of _____
2015.

As Mayor and as Presiding Officer

Attest: _____
City Clerk

Approved this _____ day of _____, 2015.

Mayor

Attest: _____
City Clerk

515x	Extra Engineering	23,510	47,493	25,761	30,000	40,000	10,000
Legal Services							
533	General (Meetings, Consults...)	216,965	144,803	157,191	150,000	120,000	(30,000)
Insurance							
542	General Liability & Public Official Ins.....	7,875	7,208	4,046	4,000	4,000	-
542 P	Property	9,275	8,959	9,761	10,500	10,500	-
543	Workers Comp	5,195	125	7,962	8,000	8,000	-
544	Treasurers Bond	125	125	125	125	125	-
	Management Liability	-	-	-	1,000	1,000	-
	Employment Practices	-	-	-	2,800	2,800	-
545	Auto Insurance	2,155	1,955	1,999	2,700	2,700	-
547	Employee & Public Officials Bond	-	383	3,519	400	400	-
Maintenance							
552	Property Maintenance & Supplies	21,992	26,388	32,185	40,000	40,000	-
555	City Hall Cleaning	4,620	4,093	5,080	4,620	4,620	-
Public Relations							
561	Newsletter	10,900	11,200	11,200	11,200	11,200	-
562	Public Relations (other)(marketing)/ec dev)	3,349	7,050	2,883	2,000	4,000	2,000
563	Adopt a Sign	-	45	-	500	500	-
City Hall							
658	City Hall Payments	113,668	-	-	-	-	-
572a	Telephone	10,704	9,077	8,216	10,000	10,000	-
572b	Water	735	4,897	4,431	6,000	6,000	-
572d	Electric	14,587	20,229	31,747	35,000	35,000	-
572e	Sewer	403	453	442	500	500	-
573	Cell Phone/Nextels	2,203	2,211	1,801	2,000	1,000	(1,000)
574	Internet	123	1,478	1,478	1,500	1,500	-
575	Computers, Repair & Maintenance	16,975	14,985	9,955	19,070	19,070	-
576	Web Site	240	3,480	2,038	2,000	2,000	-
577	Office Supplies	7,200	5,540	7,753	8,000	5,000	(3,000)
578	Alarm Service/Music Service	1,738	1,949	1,241	1,500	600	(900)
695	Park Activities/Events	76,260	44,875	51,381	56,600	56,600	-
696	Tree City USA	8,836	14,839	2,829	24,000	24,000	-
Memberships/Training							
582	Dues	1,280	1,465	1,494	1,500	1,500	-
583	Municipal League Dues (MO & SCML)	157	1,367	2,174	2,500	2,500	-
584	Seminars/Training	7,638	10,559	7,323	24,000	7,000	(17,000)
586	St. Charles EDC	6,500	6,500	6,500	6,500	6,500	-
Miscellaneous							
590	Misc-Other	-	-	-	-	-	-
591	Election	7,345	6,566	4,876	5,000	7,000	2,000
594	Bank Fees	1,457	1,410	1,383	1,200	1,200	-
594a	Catering/Meals Exp	4,619	6,540	7,209	12,000	4,000	(8,000)
594b	Coffee Service	1,448	1,129	995	1,500	1,500	-
595	Codification	2,353	3,261	360	2,000	2,000	-
596	Postage	1,482	1,551	1,507	1,800	1,800	-
597	Publications	3,678	6,899	6,786	3,000	4,500	1,500
598	Other	4,908	7,873	9,257	5,000	5,000	-
598a	Building Department	755	476	4,611	9,000	9,000	-
599	Recording Fees	-	28	28	1,000	-	(1,000)
603	Payments to be Reimbursed	27	600,783	-	-	-	-
653	Copy Machine w/ Maint. Agreement	2,310	3,844	3,800	3,500	3,500	-
Vehicle Maintenance							
626	Gasoline	6,455	9,928	8,595	13,500	5,500	(8,000)
627	Vehicle Equipment	8	-	398	-	-	-
628	Vehicle Maintenance	903	10,268	4,328	6,000	4,000	(2,000)
Capital Expenditures							

SEE ITEMIZED LIST BELOW	530	41,259	18,229	605,910	669,008
Planning					
664 General Studies/City Hall			7,389		
515d Comprehensive Plan	15,184	19,992	4,843		17,000
664a City-wide Storm Water Master Plan		18,382	67,283		
664b City-wide Citizen Survey		14,340	2,530		
Emergency Management					
675 Emergency Management		518	205	6,735	(6,735)
Citizen Corp Council					
681 USA on Watch	6,130			6,000	(6,000)
682 CERT	2,810	1,743	2,098	3,175	(3,175)
Staff					
722 Audit	19,961	11,759	11,500	11,845	11,845
775 Payroll (including Mayor \$12,000 and Aldermen \$27,000)	403,640	471,092	490,499	498,624	440,000
776 Insurance	63,832	74,946	44,988	80,000	67,000
777 LAGERS	27,028	40,229	39,352	50,500	35,000
750 Payroll Taxes	30,506	45,398	40,997	50,000	35,000
Municipal Court					
851 Judge	4,800	4,800	4,800	4,800	4,800
852 Prosecuting Atty.	27,926	23,396	18,084	20,000	20,000
853 Misc./Court Supplies	2,854	1,671	4,498	7,455	7,455
854 Domestic Violence Fund	3,494	3,743	3,481	3,500	3,500
855 POST Fees	1,871	1,871	1,741	1,750	1,750
856 Crime Victims Compensation	12,454	13,338	12,276	12,000	12,000
857 Sheriff's fund			3,167	4,800	4,800
Benefit Districts					
994 Transfer to Dardenne Town Square TDD	361,103	337,191	362,482	370,000	370,000
Transfers/Loans					
Transfers		411,578			
TOTAL GENERAL FUND EXPENDITURES	\$ 1,651,024	\$ 2,673,231	\$ 1,675,285	\$ 2,346,867	\$ 2,253,531
Beginning 2015 Balance	\$ 3,215,288				
2015 Estimated Revenue	\$ 2,265,081				
2015 Estimated Expenditures	\$ 2,253,531				
Estimated Ending 2015 Balance	\$ 3,226,838				

2015 Budget	2015 Amended
30,000.00	30,000.00
35,000.00	32,245.00
15,000.00	11,990.00
2,000.00	1,475.00
5,000.00	6,575.00
12,500.00	0.00
178,340.00	0.00
68,750.00	68,750.00
20,000.00	0.00
7,000.00	0.00
90,000.00	0.00

Capital Expenditures - 2015

Page Avenue Enhancements Cost Share with O'Fallon @ Bryan Road	
Building Department Truck	
Parks Mower for Athletic Field	
Parks Trailer	
City Hall Park Fountain Pump	
Replacement of Board Room flooring	
Hanley Road Project - North of Feise 10% of 1,783,400	
The Cove - Subdivision street repairs	
BaratHaven Trail Repair (Sealing/Crack Fill)	
Trail Relocation @ BaratHaven	
Bluebird Meadow Park - Per Ordinance	

BaratzHaven Trail & Drainage Improvements	0.00	158,345.00
Sidewalk - Hwy N	44,950.00	0.00
Sidewalk- Bates/Henning/McCluer Intersection	10,870.00	0.00
Dardenne Landing School Crossing Light	32,000.00	0.00
Kings Mill (Bates Road) storm water drain Improvement	15,000.00	0.00
Hanley Road Sidewalk - North of Feise	39,500.00	0.00
Pedestrian & Drainage Improvements	0.00	258,188.00
County Work Orders	0.00	101,500.00

TOTALS 605,910.00 669,008.00

**Additional Engineering Fees on Projects

SPECIAL REVENUE FUND

Acct. #	REVENUE	2012 Actual	2013 Actual	2014 Actual	2015 Budget
General					
312	Motor Fuel Tax	411,970	416,424	433,421	430,000
314	Road & Bridge Tax	249,030	249,571	249,571	250,000
MoDOT/ St. Charles Co. Road Board Funds					
324	Bates Road II	9,785	-	-	-
340	Henning Road Phase II	1,897,818	783,529	51,172	-
345	Post Road Realignment	14,899	-	-	-
391	Misc.	6,707	-	6,895	-
392	Interest	1,189	1,064	352	250
342	Traffic Signals - Hanley & Feise Hanley & N	6,550	-	-	-
TOTAL REVENUE		\$ 2,597,948	\$ 1,450,588	\$ 741,412	\$ 680,250

Acct. #	EXPENDITURES	2012 Actual	2013 Actual	2014 Actual	2015 Budget
MoDOT/ St. Charles Co. Road Board Funds					
514	Bates Road II	4,247	-	-	-
524	Concrete Removal & Replace	53,831	6,074	-	-
530	Henning Road Phase II	2,030,901	507,284	-	-
530x	Henning Road Phase II - Engineer	-	-	476	-
535	Post Road Realignment	117	-	-	-
Misc. Engineering					
550	Road Project applications	2,142	-	6,880	9,000
Street Lights					
562	Street Light Exp.	3,309	3,611	-	-
Traffic Signals					
565	Traffic Signal Maintenance	3,965	-	-	-
Street Maint.					
570	St. Charles County/ Road & Bridge Tax	249,030	249,571	249,571	250,000
571	Snow Plowing	490	502	11,000	-
587	Page Ave Cost Share	-	600,000	-	-
587a	Page Ave Enhancements	-	46,441	257	-
591	Dardenne Prairie ID Street Signs	996	-	-	2,000
597	Hanley Road Restriping, Crosswalk & Repair	60	4,327	95,301	-
Road & Sidewalk Improvements					
586	Bryan & Feise Road Improvements (cost share with O'Fallon)	25,000	-	-	-
588	Lindenwood Pk Access Rd & Parking	-	17,020	3,944	-
Misc.					
596	Other	16,710	-	-	-
600	St. Charles Co. Police Contract	265,200	282,209	296,080	303,430
TOTAL EXPENDITURES		\$ 2,655,997	\$ 1,717,038	\$ 663,510	\$ 564,430

Beginning 2015 Balance	\$ 264,643.92
2015 Estimated Revenue	\$ 680,250.00
2015 Estimated Expenditures	\$ 564,430.00
Estimated Ending 2015 Balance	\$ 380,463.92

Parks & Storm Water Fund

Acct. #	REVENUE	2012 Actual	2013 Actual	2014 Actual	2015 Budget
General					
312	Parks & Storm Water Sales Tax 1/2 cent	337	50	108	-
314	County Wide Parks Tax	32,777	33,117	36,270	36,500
320	Intergovernmental	12,000	-	-	-
392	Interest	639	295	141	100
390	Misc. - Other	-	-	-	-
TOTAL PARKS & STORM WATER FUND REVENUE		\$ 45,753	\$ 33,462	\$ 36,520	\$ 36,600

Acct. #	EXPENDITURES	2012 Actual	2013 Actual	2014 Actual	2015 Budget
Storm Water Projects					
512	NPDES Phase II (Map Updates & IDDE Invest)	12,180	24,960	17,817	25,000
517	Dardenne Landing Creek	119	-	-	-
	Shelard Ct Storm Water Improvement Plan	-	6,126	25,097	-
508	Westfield Woods Storm Sewer	970	29,663	-	-
509	Waterford Crossing Storm Sewer	655	45,140	-	-
502	Strathmoor Way French Drain	957	9,380	453	-
	The Hamptons	-	15,775	-	-
521	Georgetown Park Crossing	385	-	-	-

Acct. #	EXPENDITURES	2012 Actual	2013 Actual	2014 Actual	2015 Budget
Park Operations					
525e	Operational Equipment	459	7,788	127	8,000
530	Ballfields	6,834	4,170	2,024	-
535	City Hall Park	18,071	16,599	13,579	-
536	Hubble Tract	-	650	-	-
531	BaratHaven Park	5,716	3,620	4,345	1,800
532	Georgetown Park	2,158	1,759	290	-
533	Bluebird Meadow Park	315	819	553	-
534	Concession Stand	2,236	5,898	984	-
555	Equipment operation/maintenance	-	3,325	1,431	-
550	Park Activities/Events (moved to General Fund)	1,038	-	-	-
598	Storage Garage	5,400	5,400	5,400	5,400
593	Property Maintenance	685	664	328	-

Acct. #	EXPENDITURES	2012 Actual	2013 Actual	2014 Actual	2015 Budget
Other					
594	Other	4,962	1,753	-	-
596	Mosquito Control	1,205	1,850	1,116	3,500

Acct. #	EXPENDITURES	2012 Actual	2013 Actual	2014 Actual	2015 Budget
Capital Expenditures					
600e	Bluebird Park (Faron property)	-	8,778	189	-
625	Dardenne Athletic Parking Lot Paving	1,566	5,437	-	-

Acct. #	EXPENDITURES	2012 Actual	2013 Actual	2014 Actual	2015 Budget
TOTAL PARKS & STORM WATER EXPENDITURES		\$ 65,911	\$ 199,553	\$ 73,732	\$ 43,700

Beginning 2015 Balance \$ 54,346.19
 2015 Estimated Revenue \$ 36,600.00
 2015 Estimated Expenditures \$ 43,700.00
 Estimated Ending 2015 Balance \$ 47,246.19

Capital Improvements Sales Tax

Acct. #	REVENUE	2012 Actual	2013 Actual	2014 Actual	2015 Budget
315	Capital Improvement Sales Tax 1/2 cent	514,522	502,623	543,233	545,000
320	Interest	538	246	478	200
TOTAL Capital Improvement Receipts		\$ 515,060	\$ 502,869	\$ 543,711	\$ 545,200
Acct. #	EXPENDITURES	2012 Actual	2013 Actual	2014 Actual	2015 Budget
510a	Certificates of Participation Debt Service-City Hall	242,008	241,936	246,644	245,912
510b	Certificates of Participation Debt Service-Parks	71,045	69,487	67,930	66,373
600	Transfer to General Fund - Loan Repayment	200,000	200,000	275,577	250,000
TOTAL Capital Improvement Expenditures		\$ 513,053	\$ 511,423	\$ 590,151	\$ 562,285

Beginning 2015 Balance	\$ 88,384.49
2015 Estimated Revenue	\$ 545,200.00
2015 Estimated Expenditures	\$ 562,285.00
Estimated Ending 2015 Balance	<u>\$ 71,299.49</u>

	Remaining Balance
2011 Loan from General Fund - To be paid back in future years	925,577.00
2012 Payment to General Fund	-200,000.00
2013 Payment to General Fund	-200,000.00
2014 Payment to General Fund	-275,577.00
2015 Payment to General Fund	-250,000.00
	0.00

Certificates of Participation

SERIES 2008 - City Hall

Acct. #	REVENUE	2012 Actual	2013 Actual	2014 Actual	2015 Budget
351	Interest	15	15	15	12
TOTAL Certificates of Participation Revenue		15	15	15	12
Acct. #	EXPENDITURES	2012 Actual	2013 Actual	2014 Actual	2015 Budget
551	Construction	1	-	-	-
TOTAL Certificates of Participation Expenditures		1	-	-	-

Beginning 2015 Balance
 2015 Estimated Revenue
 2015 Estimated Expenditures
 Estimated Ending 2015 Balance

\$ 248,202.43 Note: This is the reserve on the COPS as required.
 \$ 12.00
 \$ -
\$ 248,214.43

SERIES 2009 - Parks

Acct. #	REVENUE	2012 Actual	2013 Actual	2014 Actual	2015 Budget
352	Interest	1	-	-	-
TOTAL Certificates of Participation Revenue		1	-	-	-
Acct. #	EXPENDITURES	2012 Actual	2013 Actual	2014 Actual	2015 Budget
TOTAL Certificates of Participation Expenditures		-	-	-	-

Beginning 2015 Balance
 2015 Estimated Revenue
 2015 Estimated Expenditures
 Estimated Ending 2015 Balance

\$ 1.16
 \$ -
 \$ -
\$ 1.16

Bryan Road NID

Acct. #	REVENUE	2012 Actual	2013 Actual	2014 Actual	2015 Budget
301	Transfers in	-	341,578	-	-
305	Annual Assessments	126,666	126,666	126,666	126,666
320	Interest	-	473	491	500
	TOTAL REVENUE	\$ 126,666	\$ 468,717	\$ 127,157	\$ 127,166
Acct. #	EXPENDITURES	2012 Actual	2013 Actual	2014 Actual	2015 Budget
551	Debt Service	-	119,587	120,674	118,061
594	Bank Fees	-	75	-	-
993 A	NID Admin fees	-	-	-	-
993 B	NID Principal payments	65,000	-	-	-
993 C	NID Interest payments	61,666	-	-	-
	TOTAL EXPENDITURES	\$ 126,666	\$ 119,662	\$ 120,674	\$ 118,061

Beginning 2015 Balance	\$ 355,560.94
2015 Estimated Revenue	\$ 127,166
2015 Estimated Expenditures	\$ 118,061
Estimated Ending 2015 Balance	<u>364,666</u>

RBA FORM (OFFICE USE)

MEETING DATE: **October 21, 2015**

Regular (X) Work Session (X)

ATTACHMENT: YES (X) NO ()

Contract () Ordinance (X) Other ()

Request for Board Action
By: Mayor ZUCKER

Ward: All

- **Description: Authorize Contract with PGAV for Consulting Services for Economic Development Pursuant to Mun. Code 130.180**

Recommendation: Staff – Approve () Disapprove ()

- **Summary/Explanation: In several meetings in June 2015 concerning the possible revision of the Comprehensive Plan and Uptown Zoning District attended by various aldermen, P&Z commissioners, city staff and subject matter experts it became apparent that the City lacks expertise individually or collectively to engage in the research, analysis, and outreach that would enable City Government to make an informed judgment as to what type of commercial, residential or other development, if any, could be successful in Dardenne Prairie.**
- **Efforts by the property owner to develop and market the Bopp property to the mutual advantage of the property owner and the citizens of Dardenne Prairie have, to date, produced no tangible results**
- **The last professional assessment of potential development was conducted in 2006, prior to the recession and to the opening of Rte. 364 through the City; its predictions have not come to pass and may no longer be valid.**
- **In order to determine what, if any, changes ought to be made to the City's Comprehensive Plan and Uptown Zoning District we need professional help to conduct a market assessment; to engage developers, including the Bopp interests, in candid conversations about potential economic development in Dardenne Prairie.**
- **A frank assessment of our Comprehensive Plan and Zoning code could inform the P&Z and BOA's collective judgment regarding desirable changes, if any. This phase of the work is estimated at \$17,000.**
- **If the City decides to move forward with changes to the Comprehensive Plan and Zoning code we would have the option of handling the revisions in house or continuing to request services from the outside consultant.**
- **The mayor and some aldermen and P&Z commissioners have met with the prospective consults and can share their assessments.**

- **Budget Impact: \$17,000 for tasks A, B, & C; \$15,500 for optional tasks D1. & D.2**

RBA requested by: Mayor Zucker

BILL NO. 15-39

ORDINANCE NO. _____

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

WHEREAS, the City has invited interested parties to present their qualifications to provide market assessment, land use analysis, and to provide consultations regarding commercial and residential land use development, economic development and revisions to the City's Comprehensive Plan and zoning regulations;

WHEREAS, the City received presentations from three professional entities;

WHEREAS, the City considered the specialized experience and technical competence of each firm with respect to the services required, the capacity and capability of each firm to perform the work; each firm's past performance or reputation; and each firm's proximity to and familiarity with the area to which the work pertains, pursuant to Municipal Code Section 130.180;

WHEREAS, the firm of Peckham Guyton Albers & Viets ("PGAV") represented by its Vice-President John Brancaglione demonstrated the best set of qualifications; and

WHEREAS, the Board of Aldermen finds and determines that it is in the best interest of the citizens of Dardenne Prairie to obtain the services of PGAV;

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

SECTION 1. That the Mayor is hereby authorized, empowered and directed to accept, negotiate, execute, acknowledge, deliver and administer on behalf of the City execute a contract for professional services between the City of Dardenne Prairie and Peckham Guyton Albers & Viets, Inc. in substantially the form which is attached hereto as **Exhibit A** and incorporated by reference herein.

SECTION 2. That the Mayor be and is hereby authorized to make expenditures for the services and related expenses, if any, on **Exhibit A**, a copy of which is attached hereto and incorporated by reference herein, in the amount provided on the attached.

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

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

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

Read two times, passed, and approved this _____ day of _____, 2015.

As Presiding Officer and as Mayor

Attest:

City Clerk

Approved this _____ day of _____, 2015.

Mayor

Attest:

City Clerk

CONTRACT FOR PROFESSIONAL SERVICES

BETWEEN

**THE CITY OF DARDENNE PRAIRIE, MISSOURI
AND
PECKHAM GUYTON ALBERS & VIETS, INC.**

THIS AGREEMENT, by and between the City of Dardenne Prairie (hereinafter referred to as the “City”) and Peckham Guyton Albers & Viets, Inc., (hereinafter referred to as “PGAV”).

WITNESSETH:

Whereas, the City is interested in conducting a combined market assessment; land use, and zoning analysis of certain properties within the City for potential commercial land use development that may also include other uses;

Whereas, the results of this analysis may involve modifications to the City Comprehensive Plan and zoning regulations;

Whereas, the City wishes to secure planning and economic development consulting services for the purpose of conducting these assessments and investigations;

Whereas, PGAV is duly experienced in providing planning and economic development services for such projects; and

Now, therefore, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The following Scope of Services will be completed for the Area, as outlined in the following sections of this Agreement in accordance with the tasks described therein:

A. Market Assessment

PGAV would conduct a market assessment of the potential for commercial development in various locations such as:

- The large tract of property located at the northwest quadrant of the intersection of Feise Road and Bryan Road;
- Certain parcels located in the vicinity of the 364/N/Bryan interchange;
- Parcels currently designated in the “Uptown” zoning category; and
- Tracts located along the northeast side of I-64 west of Post Road.

This assessment would be conducted by acquisition of the appropriate market data reports for one or more “market areas” for the City and environs based on our delineation, but generally using the northwest corner of the City as a center point. These might include mileage and/or drive-time measurement methods. This data will provide demographic, economic, and sales estimates that will indicate the likely ability for the City to absorb the development of commercial uses by various categories. The intent is to determine the extent to which these sites might support new commercial development and capture sales that might be going to other locations. It is clear that the City is experiencing what is known in the retail development industries as “leakage”. However, there is also a need to test the extent to which the market area might be overbuilt with certain retail uses of various types.

In conducting this analysis PGAV would review the data contained in the Comprehensive Plan that was compiled in 2006 by Gibbs Planning Group. While this data is now nearly 10 years old, it may provide a useful basis for comparing those recommendations against the development that has occurred in the market areas they defined. However, this analysis was done pre-recession and the outlet mall development in the Chesterfield Valley has had a significant impact on regional retail spending (and thus a probable impact on development patterns); therefore, the data output in this analysis is not likely to be as useful. Gibbs Planning Group used a methodology wherein they looked at market draw from various existing developments. PGAV may consider a similar approach for comparison purposes but PGAV methods will account for those existing developments.

Note that we are using the term “market assessment” versus “market analysis”. We don’t believe that the more involved task of conducting a detailed market analysis is necessary at this time or would necessarily provide more useful information.

PGAV would compile the results of the market assessment task into a Planning Memorandum document that provides the pertinent data from the various sources investigated along with supporting graphics to depict the market area(s) tested and summary of the findings. This document would be provided to the City for initial review followed by a discussion with City officials and staff. Assuming that the market data doesn’t unexpectedly depict a heavily overbuilt condition indicating that the market couldn’t absorb additional retail commercial development for some period into the future, PGAV would proceed to Task 2 below.

B. Developer Interviews

With the pertinent market assessment data in hand and providing an opportunity for talking points, PGAV would conduct a series of interviews/discussions with members of the retail commercial development community and with representatives of the Bopp property interests. PGAV knows the principal players in this commercial real estate community both in the St. Louis area and the Midwestern US well having encountered them in development proposal submissions in the many communities that we represent. These discussions will allow PGAV to gauge how the community is viewed, to inform the development entities of the market potential, and to promote the notion that the City is eager to assist them in creating profitable, quality development scenarios. Upon completion of these interviews, PGAV would meet with the City to discuss the results and developer comments.

C. Review of Zoning Regulations and Comprehensive Plan Elements

The results of Tasks A and B are expected to result in the need to consider revisions to the City's Zoning Ordinance and district designations, particularly as relate to the existing "Up-town" district. PGAV would review those regulations to determine the extent to which they may be hampering development, may impact development scenarios that evolve from the developer discussions of Task B, and may require revision in order to carry out any of the potential development scenarios. This would include the potential for rezoning the targeted areas to one or more of the City's other district designations. This review will include an assessment of the way in which the City uses its planned unit development provisions (PUD) to see if revisions to those regulations may be appropriate to create more traditional planned development zoning regulations.

This task would also include a review of certain land use plan components in the Comprehensive Plan (including Figures 13 and 14 and the text relating to future land uses and development) to determine if the results of the prior tasks suggest that the land use scenarios depicted and discussed (i.e. the maps and the plan text) in the Comprehensive Plan should be revised. Depending on the results of the Market Assessment in Task A, this task may be conducted concurrently with Task B.

PGAV would provide a planning memorandum outlining our findings and recommendations to the City and meet with City officials and staff as appropriate to discuss the findings and recommendations.

D. Optional Tasks

The tasks as outlined below will be conducted by PGAV if the results of Tasks A through C above suggest that the work is required. Initiating these tasks will require written authorization on the part of the City and the work would be subject to the other terms and conditions of this Agreement.

1. Comprehensive Plan Amendments

Based on the review of the Comprehensive Plan language and graphics as discussed in Task C, PGAV will provide the appropriate text and graphic amendments to the Comprehensive Plan to provide for the land use and development scenarios to accommodate the potential land uses as may be suggested by the results of Task A and

2. Zoning Ordinance Revisions

If the results of Task C determine that revisions to the City's zoning code may be appropriate, PGAV would assist the City with preparing the text and map updates and assist the City with the implementation process.

Both elements of Task D, if authorized, would include two meetings with City staff and elected officials (including members of the Planning and Zoning Commission) to present and discuss the written and graphic results of the Tasks.

II. INFORMATION TO BE PROVIDED BY THE CITY

- A. Depending upon where such information may be located and maintained, the City will provide to PGAV available data as follows:
1. Data and/or contact persons who may provide information regarding proposed plans or projects that are contemplated in the Area including a graphic depiction of the proposed plan for redevelopment (i.e. proposed site plan);
 2. To the extent to which PGAV does not already have the information, such Geographic Information Systems ("GIS") mapping information PGAV requires in order to create map exhibits for the project including, but not necessarily limited to, parcel boundaries, road centerlines, project boundary, infrastructure, floodplain, water features, etc.;
 3. A digital copy in either Word, RTF, or other usable format of the City's zoning code and Comprehensive Plan text (if available) to simplify PGAV's ability to provide text edits as may be required.
 6. The services of the City Attorney (if required) to discuss any changes to ordinances that may be suggested.

III. TIMING OF PERFORMANCE

The work on all tasks as provided for herein will begin upon execution of this agreement (which shall constitute "notice to proceed" unless otherwise provided in written or electronic form by the City) and will be conducted based on a mutually agreed upon schedule.

IV. COMPENSATION

The fee for the completed services will be as stated below. All fees as stated are exclusive of reimbursable expenses which are defined below.

Task	Cost
A. Market Assessment	\$9,500
B. Developer Interviews	\$3,000
C. Review of Zoning Regulations and Comprehensive Plan Elements	\$4,500
Subtotal Tasks A, B, & C	\$17,000
D. Optional Tasks	
1. Comprehensive Plan Amendments	\$7,500
2. Zoning Ordinance Revisions	\$8,000
Total Tasks D.1 & 2	\$15,500
Total All Tasks	\$32,500

Reimbursable expenses will consist of reasonable travel expenses (if necessary and approved by the City in advance), local mileage, long distance telephone charges, express delivery charges,

photographic expenses, the cost of printing or other reproduction of documents, fees or charges for documents owned by others, and other "out-of-pocket" expenses required to provide the services described. Such expenses will be billed at their direct cost to PGAV.

If the City fails to make payment due PGAV for services and reimbursable expenses within 30 days after receipt of our statement, the amount due shall include a charge at the rate of 1½% per month from the 31st day. In addition, if no payment has been received within 60 days after receipt of our initial statement, PGAV will suspend services under this agreement until PGAV has been paid in full the amounts due for services and expenses.

V. TERMINATION OF AGREEMENT

If for any reason the City determines that the work should be terminated, the City will inform PGAV in writing that it wishes to terminate this agreement. The date of said termination shall occur upon receipt of the written notice of termination by PGAV via the U.S. Postal Service or facsimile (followed by receipt of an original signature copy).

The City will pay PGAV an amount representing the work performed to the date of termination, plus any expenses which have been incurred by PGAV to that date.

VI. SERVICES OUTSIDE THE SCOPE OF THIS AGREEMENT

The scope of work to be performed by PGAV shall be as provided for herein. The following work elements are hereby specifically noted as not included as tasks to be performed in conjunction with the terms of this agreement:

- A. Preparation of public hearing notices (if required).
- B. Mailing and publication of notices.
- C. Revisions to the Comprehensive Plan, Zoning Ordinance, or other development regulations beyond those as described herein.

These services shall be considered additional work beyond the scope of this proposal. The City may acquire the provision of such services by PGAV at an additional cost to be negotiated and provided for in the form of an addendum, or separate agreement, between the City and PGAV.

VII. PROJECT STAFFING & MANAGEMENT

- A. PGAV hereby agrees to provide the qualified professional, technical, and clerical staff available within the firm to conduct the work in accordance with the tasks as outlined in Section I of this Agreement.
- B. If, in the opinion of PGAV and the City, a particular assignment requires specialized expertise not available within the PGAV staff, the accomplishment of such tasks may be achieved through subcontract with firms or individuals subject to prior approval of the City.

VIII. OWNERSHIP OF DOCUMENTS

PGAV agrees that any and all reports prepared, and conclusions reached hereunder, are for the confidential information of the City and that neither PGAV nor any member of the PGAV staff will disclose any of the same with any person whatsoever, other than the City or their authorized representatives, except when called upon to testify in relation to such report or conclusion under oath in a judicial forum, or as may be otherwise required by law. Except to the extent that documents, reports or other information are prepared under the provisions of this agreement and submitted to municipalities or other public entities wherein they become subject to Federal or State "sunshine law" provisions, the City will have sole ownership of all reports, maps, etc. prepared under this contract, including rights of copying and distribution.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed this _____ day of _____ 2015.

ATTEST

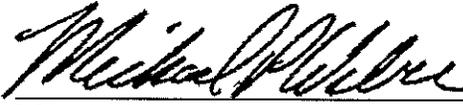
CITY OF DARDENNE PRAIRIE, MISSOURI

Kim Clark
City Clerk

David C. Zucker
Mayor

ATTEST:

PECKHAM GUYTON ALBERS & VIETS, INC.



Mike Weber
Director, PGAV Planners



John Brancaglione,
Vice President