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

BOARD OF ALDERMEN
WORKSHOP AGENDA
NOVEMBER 18, 2015
5:30 p.m.

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

ITEMS FOR DISCUSSION AND CONSIDERATION

1. Presentation by Deana Tucker Dothage on MO Rides
2. Pedestrian & Drainage Facilities Improvements Project – Execution of Temporary Construction Easement Agreement (Kehoe)
3. Certificate of Substantial Completion for the Bluebird Meadow Project (Mayor)
4. Short Term Goals (0 – 3 year projects)
5. Long Term Goals (3 – 10 year projects)
6. Review of Board of Aldermen Meeting Agenda (11-18-15)

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

Kim Clark

From: Terri Voss
Sent: Thursday, November 05, 2015 3:50 PM
To: Kim Clark
Subject: FW: 11/18 BOA Meeting

Deanna is available to meet with the Board at the Workshop on November 18 at 5:30

From: Deana Dothage [mailto:ddothage@boonslick.org]
Sent: Thursday, November 05, 2015 3:32 PM
To: Terri Voss
Subject: RE: 11/18 BOA Meeting

yes

Deana Tucker Dothage
Mobility Coordinator
Boonslick Regional Planning Commission
PO Box 429
111 Steinhagen
Warrenton, MO 63383
Office: 636-456-3473 Extension 209
MOBILE: 636-359-4656 (MO RIDES)
ddothage@boonslick.org
http://boonslick.org/
http://morides.org/

From: Terri Voss [mailto:terriv@dardenneprairie.org]
Sent: Thursday, November 05, 2015 2:47 PM
To: Deana Dothage
Subject: 11/18 BOA Meeting

Hi Deanna, the Mayor would like to know if you can make it to our BOA workshop at 5:30 Pm on November 18 and present MORides then?

Terri Voss
City of Dardenne Prairie
2032 Hanley Road
Dardenne Prairie, MO 63368
(636) 755-5301
(636) 625-0077 fax

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RBA FORM (OFFICE USE ONLY)
MEETING DATE: 11/18/2015
Regular (x) Work Session (x)
ATTACHMENT: YES (x) NO ( )
Contract (x) Ordinance (x) Other ( )

Request for Board Action
By: Staff

Bill # 15-43

Ward 1

Description: **Pedestrian and Drainage Facilities Improvements Project**
Project No. 970810
Execution of Temporary Construction Easement Agreement

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

- **Summary/Explanation:**

Attached is a proposed temporary construction easement agreement for the subject project. This temporary construction easement agreement will allow the City's contractor to work in a 2,500 square foot area of the School District's property to make a sidewalk connection.

By connecting this proposed 6-foot wide walk to the Wentzville School District's existing 6-foot wide walk at the northwest corner of the Crossroads Elementary School property, the City is able to forgo the installation of approximately 850 feet of parallel sidewalk along the Highway N in front of the Crossroads Elementary School property.

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

None

RBA requested by: L. R. Kehoe CA: _____

RBA FORM (OFFICE USE)
MEETING DATE: **November 18, 2015**
Regular (X) Work Session (X)
ATTACHMENT: YES (X) NO ( )
Contract ( ) Ordinance (X) Other ( )

Request for Board Action
By: Mayor ZUCKER

Ward: 3

- **Description: Approval to execute a CERTIFICATE OF SUBSTANTIAL COMPLETION for the Bluebird Meadow project**

Recommendation: Staff – Approve ( ) Disapprove ( )

- **Summary/Explanation: DP and GRG agreed in 2010 to share costs in "Dardenne Greenway—Dardenne Prairie Seed Project (Faron)" (hereafter, "Bluebird Meadow project"). Work was performed and the City performed a preliminary inspection in 2013 which identified a number of deficiencies. No action was taken at the time by GRG. In 2015 the City met with GRG and jointly inspected the project area. Only 2 areas along Bluebird Meadow Trail still appear to require remediation.**
- **GRG requested DP to proceed to award a contract (DONE) and to provide an estimate of the cost to perform remediation at the two sites along Bluebird Meadow Trail (pending). GRG staff can then present a decision package to the GRG Board of Directors at the 12/08 meeting requesting funding by GRG to perform the remediation.**
- **At the same meeting, GRG staff proposes to amend the 2010 agreement (attached) to relieve DP of the obligation to pay about $87,000 in shared costs to GRG. That money would be "repurposed" by DP to pay for the Barathaven Trail Relocation and Repair Project to be performed in the spring. As part of the work to close this project, to obtain GRG Board authority to repurpose funds, and to obtain additional funding from GRG for remediation of two sites on the Trail, we have been asked to complete the CERTIFICATE OF SUBSTANTIAL COMPLETION. (attached) DEADLINE for submission to make 12/08 agenda is FRI. 11/20!**
- **I am now sufficiently confident that the GRG Board will approve the GRG Staff proposal that I now propose that DP execute the CERTIFICATE OF SUBSTANTIAL COMPLETION.**

- **Budget Impact:** None beyond the contractual price for the whole project already approved ($158,000)

RBA requested by: Mayor Zucker

AGREEMENT TO PARTICIPATE
IN CONSTRUCTION FUNCTIONS OF
Dardenne Greenway—Dardenne Prairie SEED Project (Faron)

THIS Agreement to Participate in Construction Functions of Dardenne Greenway – Dardenne Prairie Seed Project (Faron) (the "Agreement") is made and entered into the 21 day of July 2010, by and between the Metropolitan Park and Recreation District d/b/a Great Rivers Greenway District ("Great Rivers Greenway" or "GRG") and the City of Dardenne Prairie, Missouri ("CITY").

WHEREAS, Great Rivers Greenway and the CITY believe that the development of the Dardenne Greenway will enhance the quality of life for residents and visitors, stimulate economic growth, and preserve open space; and,

WHEREAS, Great Rivers Greenway has completed the development of the park and trails within the Dardenne Greenway at BaratHaven ("BaratHaven Park") and completed an agreement with the CITY for park operations and maintenance of BaratHaven Park; and

WHEREAS, Great Rivers Greenway and the CITY have completed planning and engineering to extend the Dardenne Greenway with the development of a trail, parking lot, athletic practice field, improvements to the riparian corridor and reconstruction of a native prairie on a certain tract of land located within the City of Dardenne Prairie, Missouri, and containing approximately 80+/- acres (the "Faron Property") more commonly referred to as the Dardenne Greenway—Dardenne Prairie SEED Project (Faron), said project being more particularly described on the attached Exhibit A and made a part hereof (the "Park Project"); and

WHEREAS, Great Rivers Greenway and the CITY are contributing funds for construction of the Park Project.

NOW THEREFORE, the parties hereto agree as follows:

1. GREAT RIVERS GREENWAY OBLIGATIONS. Great Rivers Greenway will plan, engineer and construct the Park Project and forward fund all costs related thereto. GRG will provide project management and oversight on the Park Project and assist with coordination between GRG and the CITY and other agencies identified for the success of the Park Project. The cost of the Park Project is estimated as Eight Hundred and Fifteen Thousand Dollars ($815,000).

2. CITY OF DARDENNE PRAIRIE OBLIGATIONS. Subject to the requirements of paragraph 4 of this Agreement, the CITY will reimburse Great Rivers Greenway sums equal to one hundred percent (100%) of the estimated cost of construction of the athletic practice field, up to a maximum of Fifty Thousand Nine Hundred Eighty-Two and No/100 Dollars ($50,982).00, and fifty percent (50%) of the estimated cost of construction of the parking lot, up to a maximum of Thirty-Six Thousand Three Hundred Forty-Three and No/100 Dollars ($36,343.00). Great Rivers Greenway shall be responsible for the remainder of actual costs for the planning, engineering and construction of the Park Project, including those that exceed the estimates recited above.

3. REPRESENTATION. The CITY will be invited to participate in any meetings, or coordination regarding the construction of the athletic practice field and the parking lot. The City shall receive twenty-four hours advanced written notice of any such meeting to be held regarding the construction of the athletic practice field or the parking lot, such notice identifying the time and place of such meetings.

4. PAYMENT. Promptly after completion of the Park Improvements, the Developer shall furnish a Certificate of Substantial Completion to the CITY and shall allow the CITY to carry out such inspections as it deems necessary to verify on behalf of the CITY

to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be accepted by the CITY unless the CITY furnishes Great Rivers Greenway with specific written objections to the status of the Park Improvements, describing such objections and the measures required to correct such objections in reasonable detail. In the event Great Rivers Greenway receives such objections, the Great Rivers Greenway shall promptly remedy or cause to be remedied the objections and shall resubmit a revised Certificate of Substantial Completion to the CITY for inspection of the remedial actions taken. The process of inspection, written objections and resubmittal of a revised Certificate of Substantial Completion to the CITY shall continue until acceptance by the CITY of a Certificate of Substantial Completion. Upon acceptance of the Certificate of Substantial Completion by the CITY, the CITY shall pay to Great Rivers Greenway, the sums described in paragraph 2 of this Agreement. The Certificate of Substantial Completion shall be in substantially the form attached as **Exhibit A**, attached hereto and incorporated by reference herein.

5. TERM. This Agreement shall become effective upon execution by all parties hereto and shall continue through the end of the CITY's fiscal year in which the agreement is executed. This Agreement is subject to appropriation by the CITY of funds sufficient to fulfill the terms of this Agreement.

This Agreement shall renew automatically for an indefinite number of one year terms, each beginning on the first and ending on the last day of the County's fiscal year, until the scope of services has been completed unless the Agreement is terminated by failure to appropriate funds as provided in this Agreement.

The CITY and Great Rivers Greenway reserve the right to terminate this Agreement as outlined in paragraph 6 of this Agreement.

Should the CITY fail to appropriate any funds in its annual budget ordinance for any of the fiscal years to which this Agreement applies, this Agreement will terminate upon notice to Great Rivers Greenway by the CITY that the appropriation was not noted in the annual budget ordinance, which notice shall be sent, first-class mail, to Great Rivers Greenway at the address set out at the end of this Agreement.

6. TERMINATION. In the event of a breach of this Agreement by either party hereto that is not remedied within thirty (30) days after delivery of written notice of such breach, the aggrieved party may terminate this Agreement by written notice to the other, which shall be effective on the 5th day following delivery.

In the event Great Rivers Greenway fails to start and complete the project outlined herein, Great Rivers Greenway shall pay damages to the CITY for failing to deliver the public services or improvements contemplated by this Agreement while encumbering public funds and preempting their application to other projects. The damages shall be ten percent (10%) of the estimated obligation of the **CITY** per paragraph 2 of this Agreement. If Great Rivers Greenway fails to submit a Certificate of Substantial Completion pursuant to this Agreement within a reasonable time of its execution, CITY may notify Great Rivers Greenway that CITY finds that Great Rivers Greenway is subject to this provision unless, within 14 days of such notice, Great Rivers Greenway shows cause why it should not be subject to this provision and provides assurances that it shall proceed with the project outlined herein.

7. PROJECT SCHEDULE. Timely completion is an essential element of this Agreement and every effort shall be made to meet the project schedule provided in this Agreement. The CITY and Great Rivers Greenway will review the project schedule on a regular basis to ensure the work outlined herein will be completed by December 31, 2014.

Great Rivers Greenway may seek a time extension for delays in regulatory agency review. This request shall be submitted to the CITY's Director of Community Development. Should Great Rivers Greenway's request for a time extension not be deemed reasonable by the CITY's Director of Community Development, an appeal of this decision can be made to the Board of Aldermen. Any time extension in accordance with this provision shall be in the form of an amendment to this Agreement

8. COST OVERRUNS: Great Rivers Greenway shall not request reimbursement for any work performed beyond the scope of services specified herein without a contract amendment approved and executed by both parties.

9. INDEMNIFICATION: To the extent permissible by law, Great Rivers Greenway shall indemnify and hold the CITY harmless from any and all liability, loss or damage the CITY may suffer as a result of claims, demands, costs or judgments against it arising out of Great Rivers Greenway's performance of this Agreement.

IN WITNESS WHEREOF, the parties have set their hands the day and date first above written.

CITY OF DARDENNE PRAIRIE, MISSOURI	GREAT RIVERS GREENWAY DISTRICT
by _____	by _____

EXHIBIT A
Form of Certificate of Substantial Completion
CERTIFICATE OF SUBSTANTIAL COMPLETION

The undersigned, Metropolitan Park and Recreation District d/b/a Great Rivers Greenway District ("*Great Rivers Greenway*"), pursuant to that certain Agreement to Participate in Construction Functions of Dardenne Greenway – Dardenne Prairie Seed Project (Faron) dated as of _____, 2010 (the "*Agreement*"), by and between the City of Dardenne Prairie, Missouri (the "*City*"), and Great Rivers Greenway, hereby certify as follows:

1. That as of _____, 20___, the construction of the Park Improvements (as that term is defined in the Agreement) has been substantially completed in accordance with the Agreement.

2. The construction of the Park Improvements has been performed in a workmanlike manner and substantially in accordance with the Construction Plans approved by and on file with the City.

3. This Certificate of Substantial Completion is accompanied by the project architect's or owner representative's certificate of substantial completion on AIA Form G-704, a copy of which is set forth as **Appendix A**, attached hereto and incorporated herein by reference, certifying that the Park Improvements have been substantially completed in accordance with the Agreement.

4. Copies of the final lien waivers received by Great Rivers Greenway from its general contractor (and subcontractors, to the extent required by the Great Rivers Greenway) for the Park Improvements are set forth as **Appendix B**, attached hereto and incorporated herein by reference.

5. This Certificate of Substantial Completion is being issued by Great Rivers Greenway to the City in accordance with the Agreement to evidence the Great Rivers Greenway's satisfaction of all material obligations and covenants with respect to the Park Improvements.

6. Copies of invoices received by Great Rivers Greenway from its general contractor and subcontractors and proof of payment evidencing the costs incurred by Great Rivers Greenway for the construction of the athletic practice fields and the parking lot are set forth in **Appendix C**, attached hereto and incorporated herein by reference.

7. This Certificate of Substantial Completion is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this _____ day of _____, 20___.

METROPOLITAN PARK AND RECREATION DISTRICT D/B/A GREAT RIVERS GREENWAY DISTRICT

By:

Name:

Title:

ACCEPTED:

CITY OF DARDENNE PRAIRIE, MISSOURI

By:

Name:

Title:

EXHIBIT A
Form of Certificate of Substantial Completion
CERTIFICATE OF SUBSTANTIAL COMPLETION

The undersigned, Metropolitan Park and Recreation District d/b/a Great Rivers Greenway District ("*Great Rivers Greenway*"), pursuant to that certain Agreement to Participate in Construction Functions of Dardenne Greenway – Dardenne Prairie Seed Project (Faron) dated as of JULY 21, 2010 (the "*Agreement*"), by and between the City of Dardenne Prairie, Missouri (the "*City*"), and Great Rivers Greenway, hereby certify as follows:

1. That as of NOVEMBER 16, 2015, the construction of the Park Improvements (as that term is defined in the Agreement) has been substantially completed in accordance with the Agreement.

2. The construction of the Park Improvements has been performed in a workmanlike manner and substantially in accordance with the Construction Plans approved by and on file with the City.

3. This Certificate of Substantial Completion is accompanied by the project architect's or owner representative's certificate of substantial completion on AIA Form G-704, a copy of which is set forth as **Appendix A**, attached hereto and incorporated herein by reference, certifying that the Park Improvements have been substantially completed in accordance with the Agreement.

4. Copies of the final lien waivers received by Great Rivers Greenway from its general contractor (and subcontractors, to the extent required by the Great Rivers Greenway) for the Park Improvements are set forth as **Appendix B**, attached hereto and incorporated herein by reference.

5. This Certificate of Substantial Completion is being issued by Great Rivers Greenway to the City in accordance with the Agreement to evidence the Great Rivers Greenway's satisfaction of all material obligations and covenants with respect to the Park Improvements.

6. Copies of invoices received by Great Rivers Greenway from its general contractor and subcontractors and proof of payment evidencing the costs incurred by Great Rivers Greenway for the construction of the athletic practice fields and the parking lot are set forth in **Appendix C**, attached hereto and incorporated herein by reference.

7. This Certificate of Substantial Completion is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this 16th day of NOVEMBER, 20 15.

METROPOLITAN PARK AND RECREATION DISTRICT D/B/A GREAT RIVERS GREENWAY DISTRICT

By: Susan Trautman

Name: SUSAN TRAUTMAN

Title: Executive Director

ACCEPTED:

CITY OF DARDENNE PRAIRIE, MISSOURI

By:

Name:

Title:

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

BOARD OF ALDERMEN
MEETING AGENDA
NOVEMBER 18, 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 10-21-15 & 11-04-15
2. Workshop Summary 10-21-15, 11-04-15 & Special Meeting 11-05-15
3. Expenditures for Approval 11-18-15

ITEMS REMOVED FROM CONSENT AGENDA

PUBLIC HEARINGS

1. Amendments to the Dardenne Prairie Municipal Code pertaining to zoning and land use regulations and flood hazard prevention.

NEW BUSINESS

1. **Bill #15-42**
   AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, REPEALING CHAPTER 415 OF THE MUNICIPAL CODE OF THE CITY OF DARDENNE PRAIRIE; AND, IN LIEU THEREOF, ENACTING A NEW CHAPTER 415 OF THE MUNICIPAL CODE OF THE CITY OF DARDENNE PRAIRIE; PROVIDING FOR THE PREVENTION OF FLOOD DAMAGE WITHIN THE CITY LIMITS, DEFINING FLOODWAYS, AND OTHER RELEVANT TERMS, PERMITTING FLOOD INSURANCE TO BE MADE AVAILABLE FOR PROPERTY OWNERS WITHIN THE CITY, SETTING FORTH CONDITIONS FOR VARIANCES AND STANDARDS FOR CONSTRUCTION IN SPECIAL FLOOD HAZARD AREAS ON FLOOD MAPS, ESTABLISHING PENALTIES FOR VIOLATIONS AND OTHER MATTERS RELATED THERETO

2. **Resolution #256**
   A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, ADOPTING THE ST. LOUIS REGIONAL ALL-HAZARD MITIGATION PLAN 2015-2020 (UPDATED 2015)

3. **Bill #15-43**
   AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A TEMPORARY CONSTRUCTION EASEMENT AGREEMENT WITH THE WENTZVILLE R-IV SCHOOL DISTRICT

4. **Bill #15-44**
   AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE AND ACCEPT A CERTIFICATE OF SUBSTANTIAL COMPLETION CERTIFYING SUBSTANTIAL COMPLETION OF CERTAIN PARK IMPROVEMENTS UNDER AN AGREEMENT TO PARTICIPATE IN CONSTRUCTION FUNCTIONS OF DARDENNE GREENWAY – DARDENNE PRAIRIE SEED PROJECT (FARON)

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 7:10 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 Warman of StoneBridge Community Church.

Present at roll call were Mayor Zucker, Aldermen Klingerman, Gotway, Nay, Koch and Stipes. Alderman Santos was absent. Also present were City Clerk Kim Clark, City Engineer Luke Kehoe and City Attorney's David Hamilton and John Young. Staff member Jeff Amelong was also in attendance.

OPEN FORUM - No one present to speak.

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. BaratHaven CID 2016 Annual Budget

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

NEW BUSINESS

A motion was made by Alderman Nay, Seconded by Alderman Gotway to read Bill #15-36 for the first time by short title only. Motion passed unanimously.

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

A motion was made by Alderman Gotway, Seconded by Alderman Koch to read Bill #15-36 for the second time by short title only. Motion passed unanimously.

A motion was made by Alderman Klingerman, Seconded by Alderman Nay to put Bill #15-36 to final vote. Motion passed unanimously.

Roll call was as follows:

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

Mayor Zucker declared Bill #15-36 passed and designated it to be Ordinance #1776.

A motion was made by Alderman Gotway, Seconded by Alderman Stipes to read Bill #15-37 for the first time by short title only. Motion passed unanimously.

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)

A motion was made by Alderman Klingerman, Seconded by Alderman Nay to read Bill #15-37 for the second time by short title only. Motion passed unanimously.

A motion was made by Alderman Gotway, Seconded by Alderman Stipes to put Bill #15-37 to final vote. Motion passed unanimously.

Roll call was as follows:

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

Mayor Zucker declared Bill #15-37 passed and designated it to be Ordinance #1777.

A motion was made by Alderman Gotway, Seconded by Alderman Stipes to read Bill #15-38 for the first time by short title only. Motion passed unanimously.

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

A motion was made by Alderman Klingerman, Seconded by Alderman Nay to read Bill #15-38 for the second time by short title only. Motion passed unanimously.

A motion was made by Alderman Gotway, Seconded by Alderman Nay to put Bill #15-38 to final vote. Motion passed unanimously.

Roll call was as follows:

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

Mayor Zucker declared Bill #15-38 passed and designated it to be Ordinance #1778.

A motion was made by Alderman Stipes, Seconded by Alderman Koch to read Bill #15-

39 for the first time by short title only. Motion passed unanimously.

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

A motion was made by Alderman Gotway, Seconded by Alderman Klingerman to read Bill #15-39 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 #15-39 to final vote. Motion passed unanimously.

Roll call was as follows:	Alderman Koch – Aye	Alderman Stipes - Aye
	Alderman Gotway – Aye	Alderman Santos - Absent
	Alderman Klingerman – Aye	Alderman Nay – Aye

Mayor Zucker declared Bill #15-39 passed and designated it to be Ordinance #1779.

STAFF COMMUNICATIONS
City Engineer Luke Kehoe informed the board of an upcoming public hearing regarding the adoption of FEMA maps.
Alderman Koch expressed concerns on the procedure for adopting ordinances.
Alderman Nay requested a report on recent events held at city hall.
Mayor Zucker provided details on the parliamentary procedures meeting and the Salvation Army reception. He also mentioned recent vandalism to the city park fountain.
Alderman Klingerman also mentioned the procedures for adopting ordinances.

A motion was made by Alderman Gotway, Seconded by Alderman Stipes to adjourn the meeting at 7:37 p.m. Motion passed unanimously.

Respectfully submitted,

_____
Kim Clark, City Clerk

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

The meeting was opened with the Pledge of Allegiance followed by the invocation by Pastor Bryan Heinrich of Connection Christian Church.

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

OPEN FORUM - No one present to speak.

CONSENT AGENDA

1. Expenditures for Approval 11-04-15

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

NEW BUSINESS

A motion was made by Alderman Nay, Seconded by Alderman Koch to read Bill #15-40 for the first time by short title only. Motion passed unanimously.

Bill #15-40

AN ORDINANCE SETTING THE FILING DATES, TIMES AND PLACE FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD ON APRIL 5, 2016 IN THE CITY OF DARDENNE PRAIRIE, MISSOURI

A motion was made by Alderman Klingerman, Seconded by Alderman Stipes to read Bill #15-40 for the second time by short title only. Motion passed unanimously.

A motion was made by Alderman Nay, Seconded by Alderman Koch to put Bill #15-40 to final vote. Motion passed unanimously.

Roll call was as follows:	Alderman Koch – Aye	Alderman Stipes - Aye
	Alderman Gotway – Absent	Alderman Santos - Absent
	Alderman Klingerman – Aye	Alderman Nay – Aye

Mayor Zucker declared Bill #15-40 passed and designated it to be Ordinance #1780.

A motion was made by Alderman Stipes, Seconded by Alderman Klingerman to read Bill #15-41 for the first time by short title only. Motion passed unanimously.

Bill #15-41

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 TRAIL AND DRAINAGE IMPROVEMENTS & ASPHALT REPAIR REPLACEMENT AND SEALING AT DARDENNE GREENWAY PARKS PROJECT NO. 970155

A motion was made by Alderman Nay, Seconded by Alderman Koch to read Bill #15-41 for the second time by short title only. Motion passed unanimously.

A motion was made by Alderman Klingerman, Seconded by Alderman Stipes to put Bill #15-41 to final vote. Motion passed unanimously.

Roll call was as follows:	Alderman Koch – Aye	Alderman Stipes - Aye
	Alderman Gotway – Absent	Alderman Santos - Absent
	Alderman Klingerman – Aye	Alderman Nay – Aye

Mayor Zucker declared Bill #15-41 passed and designated it to be Ordinance #1781.

STAFF COMMUNICATIONS

Alderman Klingerman requested the status of the investigation into the fountain vandalism. Mayor Zucker reminded the Board of the Salvation Army bell ringing at Shop N Save on December 12th and the tree lighting on November 21st.

A motion was made by Alderman Koch, Seconded by Alderman Stipes to adjourn the meeting at 7:15 p.m. Motion passed unanimously.

Respectfully submitted,

_____

Kim Clark, City Clerk

WORKSHOP SUMMARY **OCTOBER 21, 2015**

The City of Dardenne Prairie workshop session was called to order at 5:34 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 Gotway, Koch, Nay, Klingerman and Stipes. Alderman Santos was absent. Also present were City Clerk Kim Clark, City Engineer Luke Kehoe and City Attorney's David Hamilton and John Young. Staff members Jeff Amelong, Bob Easley and Tommie Monroe were also in attendance.

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

Code Enforcement Officer Jeff Amelong mentioned a request from Morningstar Church to discharge fireworks at midnight on December 31st.
Alderman Nay mentioned fliers for the Family History Open House were delivered to all households.
Alderman Gotway mentioned a complaint from a resident in Westboro regarding dog barking.

A motion was made by Alderman Nay, Seconded by Alderman Gotway to hold a closed session pursuant to RSMo 610.021 section (1)Litigation and Privileged Communications (2) Real Estate and (3) Personnel. Motion passed unanimously. Roll call was as follows:

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

CLOSED SESSION

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

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

Respectfully submitted,

_____

Kim Clark, City Clerk

WORKSHOP SUMMARY **NOVEMBER 4, 2015**

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 Koch, Nay & Stipes. Alderman Klingerman, Gotway & Santos were absent. Also present were City Clerk Kim Clark, City Engineer Luke Kehoe and City Attorney John Young. Staff members Jeff Amelong and Tommie Monroe were also in attendance.

Due to the lack of a quorum, no action was taken.

ITEMS FOR DISCUSSION AND CONSIDERATION

1. Adopting the St. Louis Regional All-Hazard Mitigation Plan 2015-2020 (Updated 2015)
2. Proposed award of Barathaven Trail Relocation & Repair Project to apparent low bidder (Mayor)
3. Short Term Goals (0 – 3 year projects)
4. Long Term Goals (3 – 10 year projects)
5. Review of Board of Aldermen Meeting Agenda (11-4-15)

STAFF COMMUNICATIONS

City Engineer Luke Kehoe provided an update on the East West Gateway workshop for ADA Compliance funding and county traffic signal upgrades.
Alderman Nay mentioned the upcoming Family History Open House.
Mayor Zucker mentioned the need for 2 citizens to serve on the Bryan Road Community Improvement District.

Respectfully submitted,

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Kim Clark, City Clerk

WORKSHOP SUMMARY SPECIAL MEETING **NOVEMBER 5, 2015**

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

The following were in attendance: Mayor Zucker, Aldermen Koch, Nay and Klingerman. Aldermen Santos, Stipes and Gotway were absent. Also present were City Clerk Kim Clark and City Engineer Luke Kehoe.

Due to the lack of a quorum, no action was taken.

ITEMS FOR DISCUSSION AND CONSIDERATION

1. 2016 Budget

Respectfully submitted,

_____

Kim Clark, City Clerk

EXPENDITURES FOR APPROVAL
11/18/2015

1	AT & T	Building Dept. Software Monthly Data	41.73
2	AFLAC	November, 2015	174.36
3	Amcon Municipal Concrete, LLC	Ped & Drainage Facilities Improvement - Pymt #1	40,890.06
4	Ameren	Street Lights to 11/1 & 11/4	160.65
5	American Solutions for Business	Municipal Court Citations	465.50
6	Buchheit Supply, Inc.	BaratHaven Park Mulch	80.88
7	Charter	City Hall Internet	123.19
8	DeWitt - Jeff Roberts (3)	Workers Comp Annual Membership	300.00
9	Family Support Payment Center	11/6 & 11/20 Payroll	294.46
10	GFI	Copier Fees	124.67
11	GFI Digital	Computer Maintenance thru 11/12/15	800.00
12	Hazelwood & Weber	October, 2015 Legal Fees	5,157.77
13	Insurance: Capital Administrators	Vision: November, 2015	83.30
14	Insurance: FCL Dental	Dental: December, 2015	351.28
15	Kehoe Engineering	Engineering: October, 2015	12,521.49
16	Kehoe Engineering	Reimbursable Engineering: October, 2015 (85%)	709.25
17	LAGERS	October, 2015	2,822.88
18	Lou Fusz	Cheverolet Suburban Repair	836.01
19	Marelly	Concession Stand AED Battery Replacement	207.40
20	Martin Trophy	Employee Appreciation Plaque	35.00
21	MO Dept of Revnue	Quarterly Sales Tax Report	35.00
22	Parks: Sams	11/13 Senior Luncheon	157.29
23	Payroll	Payroll: 10-23-15	19,522.24
24	Payroll	Payroll: 11-06-15	19,227.88
25	PGAV	Professional Services ending October 31, 2015	4,000.00
26	PNC	Credit Card Charges	1,852.83
27	Professional Irrigation Systems, LLC	BaratHaven Fields Irrigation Repair	1,411.33
28	Professional Irrigation Systems, LLC	Irrigation Winterization	430.00
29	PWSD #2	City Hall Fountain to 10/22/15	280.42
30	PWSD #2	City Hall to 10/22/15	106.71
31	R & R Contracting Service	Porta Potties - BaratHaven Park (November)	92.00
32	Sam's	Family History & City Clerk Luncheon Supplies	91.17
33	Sprint	Amelong Cell Phone	103.42
34	St. Charles County Health Department	Mosquito control to 10/5/15	189.00
35	St. Louis Post Dispatch	Public Hearing Notice	387.70
36	The Newsmagazine Network	Newsletter	2,800.00
37	Thoele	Gasoline Charges to 10-30-15	246.27
38	Tracker Designs	Monthly Website Search Engine	65.00
39	Windstream	Phone Service	612.67
40	WM Financial Strategies	Financial Advisory for Moody's rating	450.00
			118,240.81

Approved by Board of Aldermen 11-18-15

Mayor David C. Zucker

BILL NO. 15-42

ORDINANCE NO. ___

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, REPEALING CHAPTER 415 OF THE MUNICIPAL CODE OF THE CITY OF DARDENNE PRAIRIE; AND, IN LIEU THEREOF, ENACTING A NEW CHAPTER 415 OF THE MUNICIPAL CODE OF THE CITY OF DARDENNE PRAIRIE; PROVIDING FOR THE PREVENTION OF FLOOD DAMAGE WITHIN THE CITY LIMITS, DEFINING FLOODWAYS, AND OTHER RELEVANT TERMS, PERMITTING FLOOD INSURANCE TO BE MADE AVAILABLE FOR PROPERTY OWNERS WITHIN THE CITY, SETTING FORTH CONDITIONS FOR VARIANCES AND STANDARDS FOR CONSTRUCTION IN SPECIAL FLOOD HAZARD AREAS ON FLOOD MAPS, ESTABLISHING PENALTIES FOR VIOLATIONS AND OTHER MATTERS RELATED THERETO

WHEREAS, pursuant to § 79.110, RSMo., the Board of Aldermen of the City of Dardenne Prairie, Missouri, "shall have power to enact and ordain any and all ordinances not repugnant to the constitution and laws of this state, and such as they shall deem expedient for the good government of the city, the preservation of peace and good order, the benefit of trade and commerce and the health of the inhabitants thereof, and such other ordinances, rules and regulations as may be deemed necessary to carry such powers into effect, and to alter, modify or repeal the same;" and

WHEREAS, the special flood hazard areas of the City of Dardenne Prairie, Missouri, are subject to inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base; all of which adversely affect the public health, safety and general welfare of the City of Dardenne Prairie, Missouri, and its residents; and

WHEREAS, such flood losses are caused by (1) the cumulative effect of development in any delineated floodplain causing increases in flood heights and velocities; and (2) the occupancy of flood hazard areas by uses vulnerable to floods, hazardous to others, inadequately elevated, or otherwise unprotected from flood damages; and

WHEREAS, the Flood Insurance Study (FIS) that is the basis of this ordinance uses a standard engineering method of analyzing flood hazards which consist of a series of interrelated steps, including:

a. Selection of a base flood that is based upon engineering calculations which permit a consideration of such flood factors as its expected frequency of occurrence, the area

inundated, and the depth of inundation. The base flood selected for this ordinance is representative of large floods which are characteristic of what can be expected to occur on the particular streams subject to this ordinance. It is in the general order of a flood which could be expected to have a one percent (1%) chance of occurrence in any one (1) year as delineated on the Federal Insurance Administrator's FIS, and illustrative materials for St. Charles County, Missouri, dated January 20, 2016, as amended, and any future revisions thereto;

b. Calculation of water surface profiles is based on a standard hydraulic engineering analysis of the capacity of the stream channel and overbank areas to convey the regulatory flood;

c. Computation of a floodway required to convey this flood without increasing flood heights more than one (1) foot at any point;

d. Delineation of floodway encroachment lines within which no development is permitted that would cause any increase in flood height; and

e. Delineation of flood fringe, i.e., that area outside the floodway encroachment lines, but still subject to inundation by the base flood; and

WHEREAS, it is the purpose of this ordinance to promote the public health, safety, and general welfare of the City of Dardenne Prairie, Missouri, and its residents; to minimize flood losses resulting from periodic inundation; to establish or maintain the City's eligibility for participation in the National Flood Insurance Program as defined in 44 Code of Federal Regulations (CFR) 59.22(a)(3); and to meet the requirements of 44 CFR 60.3(d) by applying the provisions of this ordinance to:

a. restrict or prohibit uses that are dangerous to health, safety, or property in times of flooding or cause undue increases in flood heights or velocities;

b. require uses vulnerable to floods, including public facilities that serve such uses, to be provided with flood protection at the time of initial construction; and

c. protect individuals from buying lands that are unsuited for the intended development purposes due to the flood hazard; and

WHEREAS, the Planning and Zoning Commission held a public hearing on this proposed amendment; and

WHEREAS, at the hearing, interested persons and residents were given an opportunity to be heard on this proposed amendment; and

WHEREAS, the Planning and Zoning Commission recommended that the Board of Aldermen amend Chapter 415 of the Municipal Code governing flood hazards; and

WHEREAS, the Board of Aldermen desires to amend Chapter 415 of the Municipal Code governing flood hazards to promote the public health, safety and general welfare of the City of Dardenne Prairie, Missouri, and its residents;

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

SECTION 1. That Chapter 415 of the Municipal Code of the City of Dardenne Prairie, Missouri, be and is hereby deleted in its entirety and replaced, in lieu thereof, with a new Chapter 415, which shall read as follows:

CHAPTER 415. FLOOD HAZARD PREVENTION

ARTICLE I. GENERAL PROVISIONS

SECTION 415.010. LANDS TO WHICH CHAPTER APPLIES.

This Chapter shall apply to all lands within the jurisdiction of the City of Dardenne Prairie, Missouri, identified as numbered and unnumbered A Zones and AE Zones on the Flood Insurance Rate Maps (FIRMs) for St. Charles County on map panels 29183CO220G, 29183CO239G, 29183CO240G, and 29183C0430G, dated January 20, 2016, as amended, and any future revisions thereto. In all areas covered by this Chapter no development shall be permitted except through the issuance of a floodplain development permit granted by the Board of Aldermen or its duly designated representative under such safeguards and restrictions as the Board of Aldermen or the designated representative may reasonably impose for the promotion and maintenance of the general welfare, health of the inhabitants of the City and as specifically noted in Article III.

SECTION 415.020. FLOODPLAIN ADMINISTRATOR.

The City Engineer is hereby designated as the Floodplain Administrator under this Chapter and shall administer and implement the provisions of this Chapter.

SECTION 415.030. COMPLIANCE.

No development located within the special flood hazard areas of this City shall be located, extended, converted or structurally altered without full compliance with the terms of this Chapter and other applicable regulations.

SECTION 415.040. ABROGATION AND GREATER RESTRICTIONS.

It is not intended by this Chapter to repeal, abrogate or impair any existing easements, covenants or deed restrictions. However, where this Chapter imposes greater restrictions, the provisions of this Chapter shall prevail. All other ordinances inconsistent with this Chapter are hereby repealed to the extent of the inconsistency only.

SECTION 415.050. INTERPRETATION.

In their interpretation and application, the provisions of this Chapter shall be held to be minimum requirements, shall be liberally construed in favor of the City, and shall not be deemed a limitation or repeal of any other powers granted by State statutes.

SECTION 415.060. WARNING AND DISCLAIMER OF LIABILITY.

The degree of flood protection required by this Chapter is considered reasonable for regulatory purposes and is based on engineering and scientific methods of study. Larger floods may occur on rare occasions or the flood heights may be increased by manmade or natural causes, such as ice jams and bridge openings restricted by debris. This Chapter does not imply that areas outside the floodway and flood fringe or land uses permitted within such areas will be free from flooding or flood damage. This Chapter shall not create a liability on the part of the City of Dardenne Prairie, Missouri, any officer or employee thereof for any flood damages that may result from reliance on this Chapter or any administrative decision lawfully made thereunder.

SECTION 415.070. SEVERABILITY.

If any Section, clause, provision or portion of this Chapter is adjudged unconstitutional or invalid by a court of appropriate jurisdiction, the remainder of this Chapter shall not be affected thereby.

ARTICLE II. ADMINISTRATION

SECTION 415.080. FLOODPLAIN DEVELOPMENT PERMIT.

A floodplain development permit shall be required for all development or substantial-improvements, including the placement of manufactured homes, in the areas described in Article I, Section 415.010. No person, firm, corporation or unit of government shall initiate any development or substantial improvement or cause the same to be done without first obtaining a separate floodplain development permit for each structure or development.

SECTION 415.090. DUTIES AND RESPONSIBILITIES OF FLOODPLAIN ADMINISTRATOR.

A. Duties of the Floodplain Administrator shall include, but not be limited to:

1. Review of all applications for floodplain development permits to assure that sites are reasonably safe from flooding and that the floodplain development permit requirements of this Chapter have been satisfied;

2. Review of all applications for floodplain development permits for proposed development or substantial-improvement to assure that all necessary permits have been obtained from Federal, State or local governmental agencies from which prior approval is required by Federal, State or local law;

3. Review of all subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, to determine whether such proposals will be reasonably safe from flooding;

4. Issuing floodplain development permits for all approved applications;

5. Notifying adjacent communities and the Missouri State Emergency Management Agency (Mo SEMA) prior to any alteration or relocation of a watercourse and submitting evidence of such notification to FEMA;

6. Assuring that the flood-carrying capacity is not diminished and shall be maintained within the altered or relocated portion of any watercourse;

7. Verifying and maintaining a record of the actual elevation (in relation to mean sea level) of the lowest floor, including basement, of all new or substantially improved structures;

8. Verifying and maintaining a record of the actual elevation (in relation to mean sea level) that the new or substantially improved non-residential structures have been floodproofed; and

9. Requiring certification from a registered professional engineer or architect when floodproofing techniques are utilized for a particular non-residential structure.

SECTION 415.100. APPLICATION FOR FLOODPLAIN DEVELOPMENT PERMIT.

A. To obtain a floodplain development permit, the applicant shall first file an application in writing on a form furnished for that purpose. Every floodplain development permit application shall:

1. Describe the land on which the proposed development is to be constructed by lot, block and tract, house and street address or similar description that will readily identify and specifically locate the proposed development;

2. Identify and describe the development to be covered by the floodplain development permit;

3. Indicate the use or occupancy for which the proposed development is intended;

4. Indicate the assessed value of the property and the fair market value of the improvement;

5. Specify whether the development is located in designated flood fringe or floodway;

6. Identify the existing base flood elevation and the elevation of the proposed development;

7. Give such other information as reasonably may be required by the Floodplain Administrator;

8. Be accompanied by plans and specifications for proposed construction; and

9. Be signed by the applicant or his/her authorized agent who may be required to submit evidence to indicate such authority.

ARTICLE III. PROVISIONS FOR FLOOD HAZARD REDUCTION

SECTION 415.110. GENERAL STANDARDS.

A. No floodplain development permit shall be granted for new development or substantial improvements, including the placement of manufactured homes, within any numbered or unnumbered A Zones and AE Zones, unless the conditions of this Section are satisfied.

B. All areas identified as unnumbered A Zones on the FIRM are subject to inundation of the One percent (1%) Flood; however, the base flood elevation is not provided. Development within unnumbered A Zones is subject to all provisions of this Chapter. If FIS data is not available, the City shall obtain, review and reasonably utilize any base flood elevation or floodway data currently available from Federal, State or other sources.

C. Agricultural structures may be constructed at-grade and floodproofed provided there is no human habitation or occupancy of the agricultural structure; the agricultural structure is of single-wall design; there is no permanent retail, wholesale, or manufacturing use included in the agricultural structure; a variance has been granted from the floodplain management requirements of this Chapter, if necessary; and a floodplain development permit has been issued.

D. Until a floodway is designated, no new construction, substantial improvements or other development, including fill, shall be permitted within any numbered A Zone or AE Zone on the FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the City.

E. All new construction, subdivision proposals, substantial improvements, prefabricated structures, placement of manufactured homes and other developments shall require:

1. Design or adequate anchorage to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;

2. Construction with materials resistant to flood damage;

3. Utilization of methods and practices that minimize flood damages;

4. All electrical, heating, ventilation, plumbing, air-conditioning equipment and other service facilities be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;

5. New or replacement water supply systems and/or sanitary sewage systems be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into floodwaters and on-site waste disposal systems be located so as to avoid impairment or contamination; and

6. Subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, located within special flood hazard areas are required to assure that:

a. All such proposals are consistent with the need to minimize flood damage;

b. All public utilities and facilities, such as sewer, gas, electrical and water systems, are located and constructed to minimize or eliminate flood damage;

c. Adequate drainage is provided so as to reduce exposure to flood hazards; and

d. All proposals for development, including proposals for manufactured home parks and subdivisions, of five (5) acres or fifty (50) lots, whichever is lesser, include within such proposals base flood elevation data.

F. Storage, Material and Equipment.

1. The storage or processing of materials within the special flood hazard area that are, in time of flooding, buoyant, flammable, explosive or could be injurious to human, animal or plant life is prohibited.

2. Storage of other material or equipment may be allowed if not subject to major damage by floods, if firmly anchored to prevent flotation or if readily removable from the area within the time available after a flood warning.

G. Accessory Structures. Structures used solely for parking and limited storage purposes, not attached to any other structure on the property, of limited investment value and not larger than four hundred (400) square feet may be constructed at-grade and floodproofed provided there is no human habitation or occupancy of the structure; the structure is of single-wall design; a variance has been granted from the standard floodplain management requirements of this Chapter, if necessary; and a floodplain development permit has been issued.

H. Cumulative Improvement. A structure may be improved (remodeled or enlarged) without conforming to current requirements for elevation so long as the cumulative value of all work done within the last five (5) calendar years does not exceed fifty percent (50%) of the structure's current market value. If the cumulative value of the improvement exceeds fifty percent (50%) of

the structure's current market value, the structure must be brought into compliance with Section 415.120.

I. Critical Facilities

1. All new or substantially improved critical nonresidential facilities including, but not limited, to governmental buildings, police stations, fire stations, hospitals, orphanages, penal institutions, communication centers, water and sewer pumping stations, water and sewer treatment facilities, transportation maintenance facilities, places of public assembly, emergency aviation facilities, and schools shall be elevated above the Two Tenths of One percent (0.2%) Flood level or together with attendant utility and sanitary facilities, be floodproofed so that below the Two Tenths of One percent (0.2%) Flood level the structure is water tight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. Such certification shall be provided to the Floodplain Administrator as set forth in the NFIP regulations.

2. All critical facilities shall have access routes that are above the elevation of the Two Tenths of One percent (0.2%) Flood.

J. Hazardous Materials. No hazardous material storage and handling sites shall be located in the floodplain.

K. Nonconforming Use. A structure, or the use of a structure or property, that was lawful before the passage or amendment of this Chapter, but which is not in conformity with the provisions of this Chapter, may be continued subject to the following conditions:

1. If the use of such structure or property is discontinued for a period of more than three hundred sixty-five (365) consecutive days, the structure and any future use of the structure or property shall conform to this Chapter.

2. If any nonconforming use or structure is destroyed by any means, including flood, the structure shall not be reconstructed if the cost is more than fifty percent (50%) of the pre-damaged market value of the structure. This limitation does not include the cost of any alteration to comply with existing state or local health, sanitary, building, safety codes, regulations or the cost of any alteration of a structure listed on the National Register of Historic Places, the State Inventory of Historic Places, or local inventory of historic places upon determination.

SECTION 415.120. SPECIFIC STANDARDS.

A. In all areas identified as numbered and unnumbered A Zones and AE Zones, where base flood elevation data have been provided as set forth in Article III, Section 415.110(B), the following provisions apply:

1. Residential construction. New construction or substantial improvement of any residential structures, including manufactured homes, shall have the lowest floor, including basement, elevated to at least one (1) foot above base flood elevation.

2. Non-residential construction. New construction or substantial improvement of any commercial, industrial or other non-residential structures shall have the lowest floor, including basement, elevated to at least one (1) foot above the base flood elevation or, together with attendant utility and sanitary facilities, be floodproofed so that below the base flood elevation the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall certify that the standards of this Subsection are satisfied. Such certification shall be provided to the Floodplain Administrator as set forth in Article II, Section 415.090(9).

3. For all new construction and substantial improvements, fully enclosed areas below the lowest floor used solely for parking of vehicles, building access or storage in an area other than a basement and that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

a. A minimum of two (2) openings having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding; and

b. The bottom of all openings shall be no higher than one (1) foot above grade. Openings may be equipped with screens, louvers, valves or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

SECTION 415.130. MANUFACTURED HOMES.

A. All manufactured homes to be placed within all unnumbered and numbered A Zones and AE Zones on the City's FIRM shall be required to be installed using methods and practices that minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors.

B. Manufactured homes that are placed or substantially improved within unnumbered or numbered A Zones and AE Zones on the City's FIRM on sites that are:

1. Outside of a manufactured home park or subdivision;

2. In a new manufactured home park or subdivision;

3. In an expansion to an existing manufactured home park or subdivision; or

4. In an existing manufactured home park or subdivision on which a manufactured home has incurred substantial damage as the result of a flood,

shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to at least one (1) foot above the base flood elevation and be securely attached to an adequately anchored foundation system to resist flotation, collapse and lateral movement.

C. Manufactured homes that are placed or substantially improved on sites in an existing manufactured home park or subdivision within all unnumbered and numbered A Zones and AE Zones on the City's FIRM, that are not subject to the provisions of Article III, Section 415.130(B) of this Chapter, shall be elevated so that either:

1. The lowest floor of the manufactured home is at least one (1) foot above the base flood level; or

2. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than thirty-six (36) inches in height above grade and are securely attached to an adequately anchored foundation system to resist flotation, collapse and lateral movement.

SECTION 415.140. FLOODWAY.

A. Located within areas of special flood hazard established in Article I, Section 415.010 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters that carry debris and potential projectiles, the following provisions shall apply:

1. The City shall select and adopt a regulatory floodway based on the principle that the area chosen for the regulatory floodway must be designed to carry the waters of the base flood without increasing the water surface elevation of that flood more than one (1) foot at any point.

2. The City shall prohibit any encroachments, including fill, new construction, substantial improvements and other development, within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the City during the occurrence of the base flood discharge.

3. If Article III, Section 415.140(2) is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Article III.

4. In unnumbered A Zones, the City shall obtain, review and reasonably utilize any base flood elevation or floodway data currently available from Federal, State or other sources as set forth in Article III, Section 415.110(B).

SECTION 415.150. RECREATIONAL VEHICLES.

A. Recreational vehicles placed on sites within all unnumbered and numbered A Zones and AE Zones on the City's FIRM shall either:

1. Be on the site for fewer than one hundred eighty (180) consecutive days;

2. Be fully licensed and ready for highway use*; or

3. Meet the permitting, elevation and the anchoring requirements for manufactured homes of this Chapter.

* A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices and has no permanently attached additions.

ARTICLE IV. FLOODPLAIN MANAGEMENT APPEAL AND VARIANCE PROCEDURES

SECTION 415.160. ESTABLISHMENT OF BOARD OF ADJUSTMENT AS APPEAL BOARD.

The Board of Adjustment, as established by the City of Dardenne Prairie, Missouri, shall hear and decide appeals and requests for variances under this Chapter, pursuant to the terms of this Article IV.

SECTION 415.170. RESPONSIBILITY OF BOARD OF ADJUSTMENT.

A. In hearing and deciding appeals and requests for variances under this Chapter, the Board of Adjustment has the following responsibilities:

1. Where an application for a floodplain development permit is denied by the Floodplain Administrator, the applicant may appeal the denial of such floodplain development permit directly to the Board of Adjustment.

2. The Board of Adjustment shall hear and decide appeals when it is alleged that there is an error in any requirement, decision or determination made by the Floodplain Administrator in the enforcement or administration of this Chapter.

3. The Board of Adjustment shall hear and decide requests for variances from the requirements of this Chapter.

SECTION 415.180. FURTHER APPEALS.

Any person aggrieved by the decision of the Board of Adjustment may appeal the decision of the Board of Adjustment to the Circuit Court of the County of St. Charles as provided in Section 89.110, RSMo.

SECTION 415.190. FLOODPLAIN MANAGEMENT VARIANCE CRITERIA.

A. In passing upon applications for variances from the provisions of this Chapter, the Board of Adjustment shall consider all technical data and evaluations, all relevant factors, standards specified in other Sections of this Chapter, and the following criteria:

1. The danger to life and property due to flood damage;

2. The danger that materials may be swept onto other lands to the injury of others;

3. The susceptibility of the proposed structure and its contents to flood damage and the effect of such damage on the individual owner;

4. The importance of the services provided by the proposed structure to the City;

5. The necessity to the structure of a waterfront location, where applicable;

6. The availability of alternative locations, not subject to flood damage, for the proposed use;

7. The compatibility of the proposed use with existing and anticipated development;

8. The relationship of the proposed use to the Comprehensive Plan and floodplain management requirements applicable to the property;

9. The safety of access to the property in times of flood for ordinary and emergency vehicles;

10. The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters, if applicable, expected at the property; and

11. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets, and bridges.

SECTION 415.200. CONDITIONS FOR APPROVING FLOODPLAIN MANAGEMENT VARIANCES.

A. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half (½) acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, provided that Subsections (B) through

(F) below have been fully considered. As the lot size increases beyond the one-half (½) acre, the technical justification required for issuing the variance increases.

B. Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places, the State Inventory of Historic Places or local inventory of historic places provided that the proposed activity will not preclude the structure's continued historic designation.

C. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

D. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

E. Variances shall only be issued upon:

1. Compliance with the requirements of Article IV of Chapter 415 of the Municipal Code,

2. A showing of good and sufficient cause,

3. A determination that failure to grant the variance would result in exceptional hardship to the applicant, and

4. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public or conflict with existing local laws or ordinances.

F. The City shall notify the applicant in writing, over the signature of the Floodplain Administrator, that:

1. The issuance of a variance to construct a structure below base flood level will result in increased premium rates for flood insurance up to amounts as high as twenty-five dollars ($25.00) for one hundred dollars ($100.00) of insurance coverage, and

2. Such construction below the base flood level increases risks to life and property. Such notification shall be maintained with the record of all variance actions as required by this Chapter.

SECTION 415.210. CONDITIONS FOR APPROVING VARIANCES FOR ACCESSORY STRUCTURES.

A. A decision to grant any variance for an accessory structure shall be decided individually based on a case-by-case analysis of the accessory structure's unique circumstances. Variances granted shall meet the following conditions as well as those criteria and conditions set forth in Article IV, Sections 415.190 and 415.200 of this Chapter.

B. In order to minimize flood damages and the threat to public health and safety during the One percent (1%) Flood, the following conditions shall be included in any variance issued for accessory structures that are constructed at-grade and floodproofed:

1. Use of the accessory structure must be solely for parking and limited storage purposes in Zone A only as identified on the City's FIRM.

2. For any new or substantially damaged accessory structure, the exterior and interior building components and elements (i.e., foundation, wall framing, exterior and interior finishes, flooring, etc.) below the base flood elevation must be built with flood-resistant materials in accordance with Article III, Section 415.110(E)(2) of this Chapter.

3. The accessory structure must be adequately anchored to prevent flotation, collapse or lateral movement of the structure in accordance with Article III, Section 415.110(E)(1) of this Chapter. All of the building's structural components must be capable of resisting specific flood-related forces including hydrostatic, buoyancy, hydrodynamic and debris impact forces.

4. Any mechanical, electrical or other utility equipment must be located above the base flood elevation or floodproofed so that they are contained within a watertight, floodproofed enclosure that is capable of resisting damage during flood conditions in accordance with Article III, Section 415.110(E)(4) of this Chapter.

5. The accessory structure must meet all NFIP opening requirements. The NFIP requires that enclosure or foundation walls, subject to the One percent (1%) Flood, contain openings that will permit the automatic entry and exit of floodwaters in accordance with Article III, Section 415.120(A)(3) of this Chapter.

6. The accessory structures must comply with the floodplain management floodway encroachment provisions of Article III, Section 415.140(A)(2) of this Chapter. No variances may be issued for accessory structures within any designated floodway, if any increase in flood levels would result during the One percent (1%) Flood.

7. Equipment, machinery or other contents must be protected from any flood damage.

8. No disaster relief assistance under any program administered by any Federal agency shall be paid for any repair or restoration costs of the accessory structures.

9. The City shall notify the applicant in writing over the signature of the Floodplain Administrator that:

a. The issuance of a variance to construct a structure below base flood level will result in increased premium rates for flood insurance up to amounts as high as twenty-five dollars ($25.00) for one hundred dollars ($100.00) of insurance coverage; and

b. Such construction below the base flood level increases risks to life and property. Such notification shall be maintained with the record of all variance actions as required by this Chapter.

10. Wet-floodproofing construction techniques must be reviewed and approved by the Floodplain Administrator and a registered professional engineer or architect prior to the issuance of any floodplain development permit for construction.

SECTION 415.220. CONDITIONS FOR APPROVING VARIANCES FOR AGRICULTURAL STRUCTURES.

A. A decision to grant any variance for an agricultural structure shall be decided individually based on a case-by-case analysis of the agricultural structure's unique circumstances. Variances granted shall meet the following conditions as well as those criteria and conditions set forth in Article IV, Sections 415.190 and 415.200 of this Chapter.

B. In order to minimize flood damages during the One percent (1%) Flood and the threat to public health and safety, the following conditions shall be included for any variance issued for agricultural structures that are constructed at-grade and floodproofed:

1. All agricultural structures considered for a variance from the floodplain management regulations of this Chapter shall demonstrate that the varied structure is located in wide, expansive floodplain areas and no other alternate location outside of the floodplain exists for the agricultural structure. Residential structures, such as farmhouses, cannot be considered agricultural structures.

2. Use of agricultural structures must be limited to agricultural purposes in Zone A only as identified on the City's FIRM.

3. For any new or substantially damaged agricultural structure, the exterior and interior building components and elements (i.e., foundation, wall framing, exterior and interior finishes, flooring, etc.) below base flood elevation, must be built with flood-resistant materials in accordance with Article III, Section 415.110(E)(2) of this Chapter.

4. The agricultural structure must be adequately anchored to prevent flotation, collapse, or lateral movement of the structure in accordance Article III, Section 415.110(E)(1) of this Chapter. All of the building's structural components must be capable of resisting specific flood-related forces including hydrostatic, buoyancy, and hydrodynamic and debris impact forces.

5. Any mechanical, electrical, or other utility equipment must be located above base flood elevation or floodproofed so that they are contained within a watertight, floodproofed enclosure that is capable of resisting damage during flood conditions in accordance with Article III, Section 415.110(E)(4) of this Chapter.

6. The agricultural structures must meet all NFIP opening requirements. The NFIP requires that enclosure or foundation walls, subject to the One percent (1%) Flood, contain openings that will permit the automatic entry and exit of floodwaters in accordance with Article III, Section 415.120(3) of this Chapter.

7. The agricultural structures must comply with the floodplain management floodway encroachment provisions of Article III, Section 415.140(A)(2) of this Chapter. No variances may be issued for agricultural structures within any designated floodway, if any increase in flood levels would result during the One percent (1%) Flood.

8. Equipment, machinery, or other contents must be protected from any flood damage.

9. No disaster relief assistance under any program administered by any Federal agency shall be paid for any repair or restoration costs of the agricultural structure.

10. The City shall notify the applicant in writing over the signature of the Floodplain Administrator that:

a. The issuance of a variance to construct a structure below base flood level will result in increased premium rates for flood insurance up to amounts as high as twenty-five dollars ($25.00) for one hundred dollars ($100.00) of insurance coverage; and

b. Such construction below the base flood level increases risks to life and property. Such notification shall be maintained with the record of all variance actions as required by this Chapter.

11. Wet-floodproofing construction techniques must be reviewed and approved by the Floodplain Administrator and a registered professional engineer or architect prior to the issuance of any floodplain development permit for construction.

ARTICLE V. PENALTIES FOR VIOLATION

SECTION 415.230. PENALTIES FOR VIOLATION.

Any person found in violation of any of the provisions of this Chapter shall be deemed guilty of an offense and upon conviction thereof shall be fined in an amount not exceeding five hundred dollars ($500.00) or be imprisoned in the City or County Jail for a period not exceeding ninety (90) days or both such fine and imprisonment. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the City of Dardenne Prairie, Missouri, or other appropriate authority from taking such other lawful action as is necessary to prevent or remedy any violation of any of the provisions of this Chapter.

ARTICLE VI. AMENDMENTS

SECTION 415.240. AMENDMENTS.

The regulations, restrictions and boundaries set forth in this Chapter may from time to time be amended, supplemented, changed or appealed to reflect any and all changes in the National Flood Disaster Protection Act of 1973, provided however, that no such action may be taken until after a public hearing in relation thereto, at which parties of interest and citizens shall have an opportunity to be heard. Notice of the time and place of such hearing shall be published in a newspaper of general circulation in the City of Dardenne Prairie, Missouri. At least twenty (20) days shall elapse between the date of this publication and the public hearing. A copy of such amendments will be provided to the Region VII office of the Agency. The regulations of this Chapter are in compliance with the NFIP regulations.

ARTICLE VII. DEFINITIONS

SECTION 415.250. DEFINITIONS.

Unless specifically defined below, words or phrases used in this Chapter shall be interpreted so as to give them the same meaning they have in common usage and to give this Chapter its most reasonable application.

"Accessory Structure" means the same as "appurtenant structure."

"Actuarial Rates" see "Risk Premium Rates."

"Administrator" means the Federal Insurance Administrator.

"Agency" means the Federal Emergency Management Agency (FEMA).

"Agricultural Commodities" means agricultural products and livestock.

"Agricultural Structure" means any structure used exclusively in connection with the production, harvesting, storage, drying, or raising of agricultural commodities, including the raising of livestock.

"Appeal" means a request for review of the Floodplain Administrator's interpretation of any provision of this Chapter or a request for a variance.

"Appurtenant Structure" means a structure that is on the same parcel of property as the principle structure to be insured and the use of which is incidental to the use of the principal structure.

"Area of Special Flood Hazard" is the land in the floodplain within a City subject to a one percent (1%) or greater chance of flooding in any given year.

"Base Flood" means the flood having a one percent (1%) chance of being equaled or exceeded in any given year.

"Basement" means any area of the structure having its floor subgrade below ground level on all sides.

"Building" see "structure."

"Chief Executive Officer" or "Chief Elected Official" means the official of the City who is charged with the authority to implement and administer laws, ordinances, and regulations for the City.

"City" means the City of Dardenne Prairie, Missouri.

"Development" means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, levees, levee systems, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

"Elevated Building" means for insurance purposes, a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

"Eligible Community" or "Participating Community" means a community for which the Administrator has authorized the sale of flood insurance under the NFIP.

"Existing Construction" means for the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

"Existing Manufactured Home Park or Subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by the City.

"Expansion to an Existing Manufactured Home Park or Subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

"Flood" or "Flooding" means a general and temporary condition of partial or complete inundation of normally dry land areas from (1) the overflow of inland waters and/or (2) the unusual and rapid accumulation or runoff of surface waters from any source.

"Flood Boundary and Floodway Map (FBFM)" means an official map of the City on which the Administrator has delineated both special flood hazard areas and the designated regulatory floodway.

"Flood Elevation Determination" means a determination by the Administrator of the water surface elevations of the base flood, that is, the flood level that has a one percent (1%) or greater chance of occurrence in any given year.

"Flood Elevation Study" means an examination, evaluation and determination of flood hazards.

"Flood Fringe" means the area outside the floodway encroachment lines, but still subject to inundation by the regulatory flood.

"Flood Hazard Boundary Map (FHBM)" means an official map of the City, issued by the Administrator, where the boundaries of the flood areas having special flood hazards have been designated as unnumbered or numbered A zones.

"Flood Insurance Rate Map (FIRM)" means an official map of the City on which the Administrator has delineated both the special flood hazard areas and the risk premium zones applicable to the City.

"Flood Insurance Study (FIS)" means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations.

"Floodplain" or "Flood-prone Area" means any land area susceptible to being inundated by water from any source (see "flooding").

"Floodplain Management" means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and floodplain management regulations.

"Floodplain Management Regulations" means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as floodplain and grading ordinances) and other applications of police power. The term describes such state or local regulations, in any combination thereof, that provide standards for the purpose of flood damage prevention and reduction.

"Floodproofing" means any combination of structural and nonstructural additions, changes, or adjustments to structures that reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, or structures and their contents.

"Floodway" or "Regulatory Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot.

"Floodway Encroachment Lines" means the lines marking the limits of floodways on Federal, State and local floodplain maps.

"Freeboard" means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that

could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as bridge openings and the hydrological effect of urbanization of the watershed.

"Functionally Dependent Use" means a use that cannot perform its intended purpose unless it is located or carried out in close proximity to water. This term includes only docking facilities and facilities that are necessary for the loading and unloading of cargo or passengers, but does not include long-term storage or related manufacturing facilities.

"Highest Adjacent Grade" means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

"Historic Structure" means any structure that is (a) listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register of Historic Places; (b) certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary of the Interior to qualify as a registered historic district; (c) individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or (d) individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either (1) by an approved state program as determined by the Secretary of the Interior or (2) directly by the Secretary of the Interior in states without approved programs.

"Lowest Floor" means the lowest floor of the lowest enclosed area, including basement. An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access, or storage, in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable floodproofing design requirements of this Chapter.

"Manufactured Home" means a structure, transportable in one or more sections, that is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle."

"Manufactured Home Park or Subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

"Map" means the FHBM, FIRM, or the FBFM for the City issued by FEMA.

"Market Value" or "Fair Market Value" means an estimate of what is fair, economic, just and equitable value under normal local market conditions.

"Mean Sea Level" means, for purposes of the NFIP, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on the City's FIRM are referenced.

"New Construction" means, for the purposes of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of the floodplain management regulations adopted by the City and includes any subsequent improvements to such structures.

"New Manufactured Home Park or Subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lot on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by the City.

"NFIP" means the National Flood Insurance Program.

"One percent (1%) Flood" see "base flood."

"Participating Community" also known as an "eligible community," means a community in which the Administrator has authorized the sale of flood insurance.

"Person" includes any individual or group of individuals, corporation, partnership, association, or any other entity, including Federal, State, and local governments and agencies.

"Principally Above Ground" means that at least fifty-one percent (51%) of the actual cash value of the structure, less land value, is above ground.

"Recreational Vehicle" means a vehicle which is (a) built on a single chassis; (b) 400 square feet or less when measured at the largest horizontal projections; (c) designed to be self-propelled or permanently towable by a light-duty truck; and (d) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

"Remedy A Violation" means to bring the structure or other development into compliance with Federal, State, or local floodplain management regulations; or, if this is not possible, to reduce the impacts of its noncompliance.

"Repetitive Loss" means flood-related damages sustained by a structure on two (2) separate occasions during a ten (10) year period for which the cost of repairs at the time of each such flood event, equals or exceeds twenty-five percent (25%) of the market value of the structure before the damage occurred.

"Risk Premium Rates" means those rates established by the Administrator pursuant to individual community studies and investigations which are undertaken to provide flood insurance in accordance with Section 1307 of the National Flood Disaster Protection Act of 1973 and the accepted actuarial principles. "Risk premium rates" include provisions for operating costs and allowances.

"Special Flood Hazard Area" see "Area of Special Flood Hazard."

"Special Hazard Area" means an area having special flood hazards and shown on an FHBM, FIRM, or FBFM as zones (unnumbered or numbered) A and AE.

"Start of Construction" includes substantial-improvements, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvements were within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slabs or footings, the installation of piles, the construction of columns, any work beyond the stage of excavation, or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling, the installation of streets and/or walkways, excavation for a basement, footings, piers, foundations, the erection of temporary forms, nor installation on the property of accessory structures, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial-improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

"State Coordinating Agency" means that agency of the state government, or other office designated by the governor of the state or by state statute at the request of the Administrator to assist in the implementation of the NFIP in that state.

"Structure" means, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home. "Structure" for insurance purposes, means a walled and roofed building, other than a gas or liquid storage tank that is principally above ground and affixed to a permanent site, as well as a manufactured home on a permanent foundation. For the latter purpose, the term includes a building while in the course of construction, alteration or repair, but does not include building materials or supplies intended for use in such construction, alteration or repair, unless such materials or supplies are within an enclosed building on the property.

"Substantial Damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty percent (50%) of the market value of the structure before the damage occurred. The term includes Repetitive Loss buildings.

For the purposes of this definition, "repair" is considered to occur when the first repair or reconstruction of any wall, ceiling, floor, or other structural part of the building commences.

The term does not apply to:

a. Any project for improvement of a building required to comply with existing health, sanitary, or safety code specifications which have been identified by the Code Enforcement Officer and which are solely necessary to assure safe living conditions, or

b. Any alteration of a "historic structure" provided that the alteration will not preclude the structure's continued designation as a "historic structure", or

c. Any improvement to a building.

"Substantial Improvement" means any combination of reconstruction, alteration, or improvement to a building, taking place during a ten (10) year period, in which the cumulative percentage of improvement equals or exceeds fifty percent (50%) of the current market value of the building. For the purposes of this definition, an improvement occurs when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the building. This term includes structures, which have incurred "repetitive loss" or "substantial damage", regardless of the actual repair work done.

The term does not apply to:

a. any project for improvement of a building required to comply with existing health, sanitary, or safety code specifications which have been identified by the Code Enforcement Officer and which are solely necessary to assure safe living conditions, or

b. Any alteration of a "historic structure" provided that the alteration will not preclude the structure's continued designation as a "historic structure," or

c. Any building that has been damaged from any source or is categorized as repetitive loss.

** Recommend development of written and adopted policy and procedure.

"Substantially improved existing manufactured home parks or subdivisions" is where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds fifty percent (50%) of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

"Two Tenths of One percent (0.2%) Flood" means the flood having a Two Tenths of One percent (0.2%) chance of being equaled or exceeded in any given year.

"Variance" means a grant of relief by the City from the terms of a floodplain management regulation. Flood insurance requirements remain in place for any varied use or structure and cannot be varied by the City.

"Violation" means the failure of a structure or other development to be fully compliant with the City's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required by this Chapter is presumed to be in violation until such time as that such documentation is provided.

"Water Surface Elevation" means the height, in relation to the NGVD of 1929 (or other datum where specified) of floods of various magnitudes and frequencies in the floodplain.

SECTION 2. 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 3. Severability Clause: If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION 4. Effective Date: This ordinance shall be in full force and effect from and after January 20, 2016.

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

RESOLUTION NO. 256

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, ADOPTING THE ST. LOUIS REGIONAL ALL-HAZARD MITIGATION PLAN 2015-2020 (UPDATED 2015)

WHEREAS, the Board of Aldermen of the City of Dardenne Prairie recognizes the threat that natural hazards pose to people and property within the City of Dardenne Prairie, Missouri; and

WHEREAS, the City of Dardenne Prairie has participated in the preparation of a multi-hazard mitigation plan, hereby known as the *St. Louis Regional All-Hazard Mitigation Plan 2015-2020* (the "Plan") in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS, the Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the City of Dardenne Prairie from the impacts of future hazards and disasters; and

WHEREAS, the Board of Aldermen recognizes that land use policies have a major impact on whether people and property are exposed to natural hazards, and the Board of Aldermen will endeavor to integrate the Plan into the comprehensive planning process; and

WHEREAS, adoption of the Plan by the Board of Aldermen demonstrates their commitment to hazard mitigation and achieving the goals outlined in the Plan;

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

SECTION 1. That the Board of Aldermen of the City of Dardenne Prairie, Missouri, will use its best efforts to become a disaster-resistant community by supporting and adopting the Plan, a copy of which is on file in the office of the City Clerk, and engaging in hazard identification and risk assessment to implement mitigation practices that can reduce vulnerability for residents of, and property located in, the City of Dardenne Prairie, Missouri.

SECTION 2. This Resolution shall be in force and effect from and after its final passage and approval.

Approved this _____day of _____2015.

_____
Presiding Officer and Acting President of the Board of Aldermen

Attest: _____
City Clerk

BILL NO. 15-43

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A TEMPORARY CONSTRUCTION EASEMENT AGREEMENT WITH THE WENTZVILLE R-IV SCHOOL DISTRICT

WHEREAS, pursuant to § 79.010, RSMo., the City of Dardenne Prairie "may purchase, hold, lease, sell or otherwise dispose of any property, real or personal, it now owns or may hereafter acquire."

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 Temporary Construction Easement Agreement attached hereto, marked as **Exhibit A**, and incorporated by reference herein, by and between the Wentzville R-IV School District and the City of Dardenne Prairie, Missouri be and they hereby are in all respects approved, and the Mayor is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver, accept and administer on behalf of the City such Temporary Construction Easement Agreement in substantially the form attached hereto and temporary construction easement purported to be conveyed therein.

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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 A"

Temporary Construction Easement Agreement

This Agreement, made and entered into this day of _____, 2015, by and between WENTZVILLE R-IV SCHOOL DISTRICT ("District" or "Grantor"), a public school district and political subdivision of the State of Missouri, and the CITY OF DARDENNE PRAIRIE, MISSOURI, a fourth class city of the State of Missouri ("Grantee").

Whereas, Grantor is the owner of certain land and improvements in St. Charles County, Missouri, recorded in Deed Book 2300, Page 1514 of the St. Charles County Recorder of Deeds Office and more particularly described in Exhibit A, attached hereto and incorporated herein by this reference.

Witnesseth, that Grantor, for and in consideration of the sum of $10.00 and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, does by these presents Grant unto the said Grantee the following Easement upon the following described premises, situated in the County of St. Charles, State of Missouri:

A **Temporary, Non-Exclusive Construction Easement**, for the purpose of constructing a new 6-foot wide walkway connection in, on, upon, along, through and across a certain parcel of land described more fully in "Exhibit A" attached hereto and incorporated by reference herein and also shown hachured in "Exhibit B" attached hereto and incorporated by reference herein.

Grantee shall have the right to access, survey, stake, slope, alter the existing grade of, reshape, construct, reconstruct, place, inspect, at any time, and from time to time, in, on, upon, along, over, through and across the ground shown hachured in Exhibit B and the area near there that is not otherwise occupied by improvements, for the installation of said walkway connection. Grantee's use of the property described herein shall not include the right to create or permit any obstruction of Grantor's use or enjoyment of its remaining property surrounding the property described herein.

Grantee covenants and agrees that after any construction or repair work done on and to the area of the easements herein granted, that it will restore the ground surface to substantially its prior condition, to the extent practicable, and will repair and/or replace any fence, vegetation or other item damaged or demolished as a result of any construction work or activity on the easement herein granted. Grantee shall make a reasonable, good-faith effort to ensure that its use of this easement and any related construction are done during times that will be the least disruptive to the school environment of Grantor. Prior to Grantee's use of this easement, Grantee shall submit to Grantor, in a form acceptable to Grantor, evidence that each employee or contractor of Grantor entering upon the easement area has successfully completed a satisfactory criminal background check in accordance with the Policies and Regulations of Grantor's Board of Education. Grantor shall have sole discretion in determining whether the results of any background check are satisfactory, and Grantee shall not allow any employee or contractor who has not successfully passed a criminal background check to enter upon the easement area.

The Temporary Construction Easement herein granted shall commence as of the date hereof, and shall be extinguished by the completion of the City of Dardenne Prairie, Missouri's "PEDESTRIAN AND DRAINAGE FACILITIES IMPROVEMENTS" construction project, or by December 31, 2016, whichever occurs first.

Grantor covenants and agrees that it will allow construction of said new walkway connection to the existing walkway within the temporary construction easement herein granted.

Grantor covenants that Grantor is the owner of the above described easement area and has the authority to convey this easement.

Grantor may, at its sole discretion, remove said new walkway connection at any time after the completion of the City of Dardenne Prairie, Missouri's "PEDESTRIAN AND DRAINAGE FACILITIES IMPROVEMENTS" construction project.

Grantee will indemnify, defend and hold Grantor, its Board of Education, Officers, Employees and Agents harmless from and against any and all liability, damage, claim, judgment or expense (including reasonable attorneys' fees and costs), arising from (i) personal injury, death or property damage occurring in connection with the Grantee's use of the Temporary Construction Easement (except if caused by the act or negligence of Grantor or its agents), or (ii) any mechanic's, material men's and/or laborer's liens arising out of the Grantee's use of the Temporary Construction Easement. The terms of indemnification shall survive the execution of the easement agreement and the termination of the **Easement**.

All provisions of this instrument, including the benefits and burdens, are deemed to be covenants running with the land and are binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

All of which is Subject to all easements, restrictions, conditions and rights of way, now of record, if any.

To **Have and to Hold** the said **Easement**, together with all rights and appurtenances to the same belonging, unto the said Grantee and to its successors and assigns forever.

In Witness Whereof, the said parties hereto have executed these presents as of the day and year first above written.

WENTZVILLE SCHOOL DISTRICT R-IV

SEAL

By:_____

Dale Schaper, Board of Education President

CITY OF DARDENNE PRAIRIE, MISSOURI

SEAL

By:_____

David Zucker, Mayor

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

On this _____ day of _____, 2015, before me appeared, Dale Schaper, who being by me duly sworn, did say that he is the Board of Education President for the Wentzville R-IV School District, a school district of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said School District, and that said instrument was signed and sealed in behalf of said School District; and that said Board of Education President acknowledged said instrument to be the free act and deed of said School District.

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

_____
Notary Public

My Commission Expires:

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

On this _____ day of _____, 2015, before me appeared, David Zucker, who being by me duly sworn, did say that he is the Mayor of the City of Dardenne Prairie, Missouri, a municipal corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed in behalf of said City, and that said Mayor acknowledged said instrument to be the free act and deed of said City.

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

_____
Notary Public

My Commission Expires:

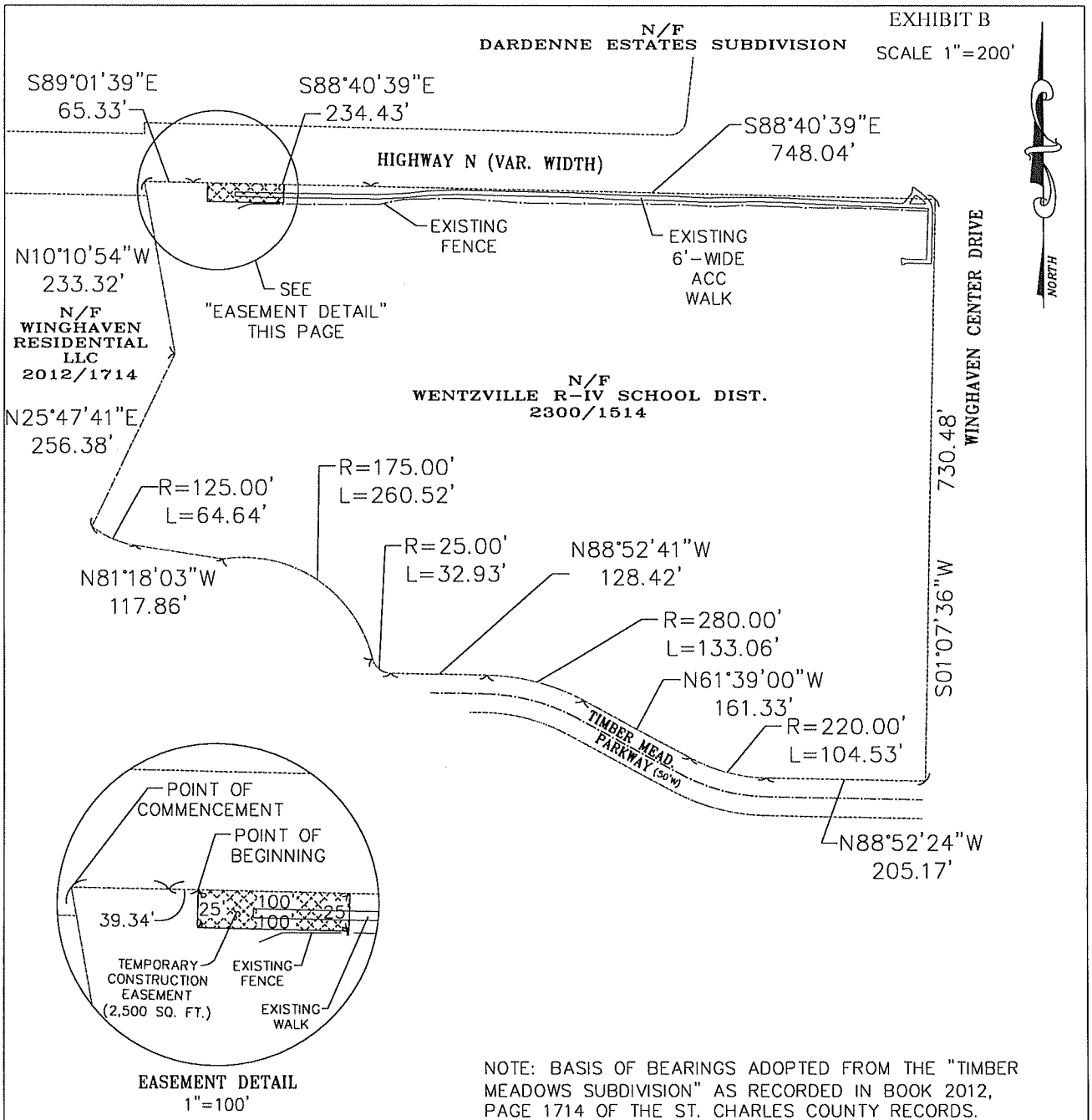
EXHIBIT A

PEDESTRIAN AND DRAINAGE IMPROVEMENTS
CITY OF DARDENNE PRAIRIE, MISSOURI

TEMPORARY CONSTRUCTION EASEMENT

A tract of land being part of Fractional Section 12, Township 46 North, Range 2 East of the Fifth Principal Meridian, in St. Charles County, Missouri, recorded in Deed Book 2300, Page 1514 of the St. Charles County Recorder of Deeds Office. Said tract being more particularly described as follows:

Commencing at the northwest comer of the tract of land owned by the Wentzville R-IV School District recorded in Deed Book 2300, Page 1514 of the St. Charles County Recorder of Deeds Office, thence along the southern right-of-way line of Missouri State Highway N, a street of the City of Dardenne Prairie, Missouri, South 89°01'39" East a distance of 65.33 feet to a point, thence continuing along said southern right-of-way line, South 88°40'39" East a distance of39.34 feet to a the Point of Beginning, thence leaving said southern right-of-way line South 88°40'39" East a distance of 100.00 feet to a point, thence S 01°19'21" West a distance of25.00 feet to a point, thence North 88°40'39" West a distance of 100.00' feet to a point, thence North 01°19'21"E a distance of 25.00 feet to the Point of Beginning, containing 2,500.00 square feet, more or less.



NOTE: BASIS OF BEARINGS ADOPTED FROM THE "TIMBER MEADOWS SUBDIVISION" AS RECORDED IN BOOK 2012, PAGE 1714 OF THE ST. CHARLES COUNTY RECORDS.

EXHIBIT B INITIAL:

TEMPORARY CONSTRUCTION EASEMENT PLAT

A TRACT OF LAND BEING IN PART OF FRACTIONAL SECTION 12, TOWNSHIP 46 NORTH, RANGE 2 EAST OF THE FIFTH PRINCIPAL MERIDIAN
ST. CHARLES, MISSOURI

10-09-2015

BILL NO. 15-44

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE AND ACCEPT A CERTIFICATE OF SUBSTANTIAL COMPLETION CERTIFYING SUBSTANTIAL COMPLETION OF CERTAIN PARK IMPROVEMENTS UNDER AN AGREEMENT TO PARTICIPATE IN CONSTRUCTION FUNCTIONS OF DARDENNE GREENWAY – DARDENNE PRAIRIE SEED PROJECT (FARON)

WHEREAS, the City of Dardenne Prairie, Missouri, entered into an Agreement to Participate in Construction Functions of Dardenne Greenway – Dardenne Prairie Seed Project (Faron) (the "Agreement"), dated July 21, 2010, with the Metropolitan Park and Recreation District, d/b/a Great Rivers Greenway, for the development of a park project in the City; and

WHEREAS, an inspection conducted on behalf of the City determined that the Park Improvements (as defined in the Agreement) are substantially completed; and

WHEREAS, pursuant to the Agreement, the Metropolitan Park and Recreation District, d/b/a Great Rivers Greenway provided the City with a Certificate of Substantial Completion for the Park Improvements; and

WHEREAS, the Board of Aldermen of the City finds and determines that acceptance of the Certificate of Substantial Completion for the Park Improvements will promote the general welfare of the residents of the City;

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

SECTION 1. That the form, terms, and provisions of the Certificate of Substantial Completion attached hereto, marked as **Exhibit A**, and incorporated by reference herein, executed by the Metropolitan Park and Recreation District, d/b/a Great Rivers Greenway, be and they hereby are in all respects accepted by the City of Dardenne Prairie, Missouri, and the Mayor is hereby authorized, empowered and directed to provide evidence of such acceptance by signing the Certificate of Substantial Completion on behalf of the City.

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

SECTION 3. Savings Clause: Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the

City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

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

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

_____
As Presiding Officer and as Mayor

Attest:

_____
City Clerk

Approved this _____ day of _____, 2015.

_____
Mayor

Attest:

_____
City Clerk

EXHIBIT A
Form of Certificate of Substantial Completion
CERTIFICATE OF SUBSTANTIAL COMPLETION

The undersigned, Metropolitan Park and Recreation District d/b/a Great Rivers Greenway District ("*Great Rivers Greenway*"), pursuant to that certain Agreement to Participate in Construction Functions of Dardenne Greenway – Dardenne Prairie Seed Project (Faron) dated as of JULY 21, 2010 (the "*Agreement*"), by and between the City of Dardenne Prairie, Missouri (the "*City*"), and Great Rivers Greenway, hereby certify as follows:

1. That as of NOVEMBER 16, 2015, the construction of the Park Improvements (as that term is defined in the Agreement) has been substantially completed in accordance with the Agreement.

2. The construction of the Park Improvements has been performed in a workmanlike manner and substantially in accordance with the Construction Plans approved by and on file with the City.

3. This Certificate of Substantial Completion is accompanied by the project architect's or owner representative's certificate of substantial completion on AIA Form G-704, a copy of which is set forth as **Appendix A**, attached hereto and incorporated herein by reference, certifying that the Park Improvements have been substantially completed in accordance with the Agreement.

4. Copies of the final lien waivers received by Great Rivers Greenway from its general contractor (and subcontractors, to the extent required by the Great Rivers Greenway) for the Park Improvements are set forth as **Appendix B**, attached hereto and incorporated herein by reference.

5. This Certificate of Substantial Completion is being issued by Great Rivers Greenway to the City in accordance with the Agreement to evidence the Great Rivers Greenway's satisfaction of all material obligations and covenants with respect to the Park Improvements.

6. Copies of invoices received by Great Rivers Greenway from its general contractor and subcontractors and proof of payment evidencing the costs incurred by Great Rivers Greenway for the construction of the athletic practice fields and the parking lot are set forth in **Appendix C**, attached hereto and incorporated herein by reference.

7. This Certificate of Substantial Completion is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this 16th day of NOVEMBER, 2015.

METROPOLITAN PARK AND RECREATION DISTRICT D/B/A GREAT RIVERS GREENWAY DISTRICT

By: Susan Trautman

Name: SUSAN TRAUTMAN

Title: Executive Director

ACCEPTED:

CITY OF DARDENNE PRAIRIE, MISSOURI

By:

Name:

Title: