

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

**BOARD OF ALDERMEN
WORKSHOP AGENDA
DECEMBER 16, 2015
5:30 p.m.**

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

ITEMS FOR DISCUSSION AND CONSIDERATION

1. Report from Jefferson City by State Representative Justin Hill, District 108
2. Quail Hollow Subdivision – No Parking Zone (Mayor)
3. Propose nominations to the Board of Directors of the Bryan Road Community Improvement District (Mayor)
4. Propose nominations to the Board of Directors of the BaratHaven Community Improvement District (Mayor)
5. Short Term Goals (0 – 3 year projects)
6. Long Term Goals (3 – 10 year projects)
7. Review of Board of Aldermen Meeting Agenda (12-16-15)

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: David Zucker
Sent: Wednesday, December 02, 2015 9:14 AM
To: Luke Kehoe; Blake Nay; Doug Santos
Cc: Terri Voss; Kim Clark
Subject: FW: Resident Concern

Kim: Let's put this matter on the Workshop Agenda for 12/16.

Luke: Please be prepared to brief the board on technical pros & cons of "extending" the no parking zone.

Aldermen: As this affects your Ward 2, how would you like to handle consultation with constituents?

David C. Zucker
Mayor, City of Dardenne Prairie
636-755-5306

From: Terri Voss
Sent: Tuesday, December 01, 2015 4:44 PM
To: David Zucker
Subject: Resident Concern

Dave, I received a phone call from Pam Wallen 1155 Quail Hollow Lane [636-578-8695](tel:636-578-8695) There was a No Parking Sign put up on that Lane so that traffic, school buses etc are not impeded. She would like to know if the City can extend that signage to the end of the lane because there are people from Twin Chimney's subdivision parking overnight, dumping trash. I spoke with DJ, County Sheriff Dept and he said it would be beneficial to the police dept as well if the sign was extended. I spoke with Luke about it and he said that the Alderman would have to make a decision regarding extending the signage. Can this be added to the BOA any time soon?

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

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

BOARD OF ALDERMEN
MEETING AGENDA
DECEMBER 16, 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 11-18-15 and 12-02-15
2. Workshop Summary 11-18-15, 12-02-15 and 11-19-15 Special Meeting
3. Expenditures for Approval 12-16-15
4. Treasurer's Report – As of November 30, 2015
5. Clement Construction Company – Final Escrow Release – Leighton Hollow - Lot 1A, 2A, 4A, 5A, 7A, 8A, 9A, 10A, 11A, 13A, 17A and 18A - \$10,232.06

ITEMS REMOVED FROM CONSENT AGENDA

NEW BUSINESS

1. **Resolution #258**

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, CONSENTING TO THE MAYOR'S APPOINTMENT OF A SLATE OF NOMINEES TO THE BOARD OF DIRECTORS OF THE BRYAN ROAD COMMUNITY IMPROVEMENT DISTRICT

2. **Resolution #259**

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

3. **Bill #15-47**

AN ORDINANCE SUBMITTING TO THE QUALIFIED VOTERS OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AT THE GENERAL MUNICIPAL ELECTION TO BE HELD IN THE CITY ON THE 5TH DAY OF APRIL, 2016, A PROPOSITION TO AUTHORIZE THE CITY TO CONTINUE APPLYING AND COLLECTING THE LOCAL SALES TAX ON THE TITLING OF MOTOR VEHICLES, TRAILERS, BOATS, AND OUTBOARD MOTORS THAT WERE PUCHASED FROM A SOURCE OTHER THAN A LICENSED MISSOURI DEALER

4. **Bill #15-48**

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE MAYOR TO NEGOTIATE AND ENTER INTO THE FIRST AMENDMENT TO THE GROUND LEASE AGREEMENT BETWEEN THE DARDENNE COMMUNITY NOT FOR PROFIT CORPORATION (DARDENNE ATHLETIC ASSOCIATION) AND THE CITY OF DARDENNE PRAIRIE, MISSOURI

5. **Bill #15-49**

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, PROVIDING FOR THE APPROVAL AND ACCEPTANCE OF THE DEDICATION OF THE STREETS IN RONDAL COURT SUBDIVISION

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 7:32 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 Chris Highfill of Grace River Church.

Present at roll call were Mayor Zucker, Aldermen Klingerman, Koch, Nay, Santos, Gotway and Stipes. 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. 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

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

PUBLIC HEARINGS

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

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

NEW BUSINESS

A motion was made by Alderman Koch, Seconded by Alderman Santos to read Bill #15-42 for the first time by short title only. Motion passed unanimously.

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

A motion was made by Alderman Gotway, Seconded by Alderman Stipes to read Bill #15-42 for the second time by short title only. Motion passed unanimously.

A motion was made by Alderman Gotway, Seconded by Alderman Santos to put Bill #15-42 to final vote. Motion passed unanimously.

Roll call was as follows:

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

Mayor Zucker declared Bill #15-42 passed and designated it to be Ordinance #1782.

A motion was made by Alderman Gotway, Seconded by Alderman Koch to approve Resolution #256. Motion passed unanimously.

Roll call was as follows:

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

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)

A motion was made by Alderman Gotway, Seconded by Alderman Santos to read Bill #15-43 for the first time by short title only. Motion passed unanimously.

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

A motion was made by Alderman Klingerman, Seconded by Alderman Stipes to read Bill #15-43 for the second time by short title only. Motion passed unanimously.

A motion was made by Alderman Koch, Seconded by Alderman Gotway to put Bill #15-43 to final vote. Motion passed unanimously.

Roll call was as follows:

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

Mayor Zucker declared Bill #15-43 passed and designated it to be Ordinance #1783.

A motion was made by Alderman Nay, Seconded by Alderman Koch to read Bill #15-44 for the first time by short title only. Motion passed unanimously.

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)

A motion was made by Alderman Gotway, Seconded by Alderman Santos to read Bill #15-44 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 #15-44 to final vote. Motion passed unanimously.

Roll call was as follows:

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

Mayor Zucker declared Bill #15-44 passed and designated it to be Ordinance #1784.

STAFF COMMUNICATIONS

Mayor Zucker informed the Board of a vacancy on the Planning and Zoning Commission due to the resignation of Commissioner Collins. He provided details of the tree lighting which will be held on Saturday, November 21st. He also mentioned that the city continues to pursue appointments of citizens to the BaratHaven Community Improvement District.

A motion was made by Alderman Gotway, Seconded by Alderman Koch to adjourn the meeting at 8:09 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 7:05 p.m. The meeting was held at Dardenne Prairie City Hall located at 2032 Hanley Road.

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

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

OPEN FORUM - No one present to speak.

A motion was made by Alderman Nay, Seconded by Alderman Gotway to approve the consent agenda. Motion passed unanimously.

CONSENT AGENDA

1. Expenditures for Approval 12-02-15
2. Treasurer's Report – As of October 31, 2015
3. Submittal and Meeting Calendar 2016
4. Pedestrian & Drainage Facilities Improvements Project Change Order #1

NEW BUSINESS

A motion was made by Alderman Gotway, Seconded by Alderman Nay to read Bill #15-45 for the first time by short title only. Motion passed unanimously.

Bill #15-45

AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF DARDENNE PRAIRIE, MISSOURI, FOR THE FISCAL YEAR COMMENCING ON JANUARY 1, 2016 AND ENDING DECEMBER 31, 2016

A motion was made by Alderman Gotway, Seconded by Alderman Koch to read Bill #15-45 for the second time by short title only. Motion passed unanimously.

A motion was made by Alderman Klingerman, Seconded by Alderman Gotway to put Bill #15-45 to final vote. Motion passed unanimously.

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

Mayor Zucker declared Bill #15-45 passed and designated it to be Ordinance #1785.

A motion was made by Alderman Santos, Seconded by Alderman Nay to read Bill #15-46 for the first time by short title only. Motion passed unanimously.

Bill #15-46

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE MAYOR AND THE CITY TREASURER TO EXECUTE A NEW PROJECT APPLICATION TO THE EAST-WEST GATEWAY COORDINATING COUNCIL FOR FINANCING OF THE ADA COMPLIANT RAMP RECONSTRUCTION AND SIDEWALK CONNECTIONS, PHASE 1 AND AUTHORIZING AN EXPENDITURE FOR THE APPLICATION FEE FOR SAME

A motion was made by Alderman Gotway, Seconded by Alderman Koch to read Bill #15-46 for the second time by short title only. Motion passed unanimously.

A motion was made by Alderman Klingerman, Seconded by Alderman Gotway to put Bill #15-46 to final vote. Motion passed unanimously.

Roll call was as follows:

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

Mayor Zucker declared Bill #15-46 passed and designated it to be Ordinance #1786.

A motion was made by Alderman Gotway, Seconded by Alderman Klingerman to accept Resolution #257. Motion passed unanimously.

Roll call was as follows:

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

Resolution #257

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, CONSENTING TO THE MAYOR'S APPOINTMENT OF A SLATE OF NOMINEES TO THE BOARD OF DIRECTORS OF THE CORA MARIE COMMUNITY IMPROVEMENT DISTRICT

A motion was made by Alderman Klingerman, Seconded by Alderman Gotway to adjourn the meeting at 7:17 p.m. Motion passed unanimously.

Respectfully submitted,

Kim Clark, City Clerk

The City of Dardenne Prairie workshop session was called to order at 5:32 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 Santos. Alderman Stipes arrived at approximately 5:58 p.m. 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.

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

Mayor Zucker informed the Board of a vacancy on the Planning and Zoning Commission due to the resignation of Commissioner Collins. He provided details of the Salvation Army tree lighting which will be held on Saturday, November 21st and stated volunteers are needed. He also provided an update on the IT system.

A motion was made by Alderman Klingerman, Seconded by Alderman Gotway to hold a closed session pursuant to RSMo 610.021 section (1)Litigation and Privileged Communications and (2) Real Estate. 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 - Aye

CLOSED SESSION

A motion was made by Alderman Klingerman, Seconded by Alderman Gotway to adjourn the meeting at 7:32 p.m. Motion passed unanimously.

Respectfully submitted,

Kim Clark, City Clerk

The City of Dardenne Prairie workshop session was called to order at 5:30 p.m. The meeting was held at Dardenne Prairie City Hall located at 2032 Hanley Road.

The meeting was opened with the Pledge of Allegiance.

The following were in attendance: Mayor Zucker, Aldermen Koch, Nay, Gotway and Santos. Alderman Klingerman arrived at approximately 5:57 p.m. Alderman Stipes was absent. Also present were City Clerk Kim Clark, City Engineer Luke Kehoe and City Attorney John Young. Staff member Jeff Amelong was also in attendance.

ITEMS FOR DISCUSSION AND CONSIDERATION

1. Pedestrian & Drainage Facilities Improvements Project Change Order #1 (Kehoe)
2. ADA Ramp Reconstructions and Sidewalk Connections, Phase 1 Federal Funding Application (Kehoe)
3. Discuss prospective Ballot Measure to retain City Sales Tax for Motor Vehicle purchases (Mayor)
4. 2016 Budget (Mayor)
5. Construction Repair Issues at City Hall (Mayor)
6. Short Term Goals (0 – 3 year projects)
7. Long Term Goals (3 – 10 year projects)
8. Review of Board of Aldermen Meeting Agenda (12-02-15)

STAFF COMMUNICATIONS

Mayor Zucker requested City Engineer Kehoe provide a status update of the ongoing improvement projects.

Alderman Nay proposed a dinner and meeting be scheduled with all homeowner's association presidents on January 28th.

A motion was made by Alderman Santos, Seconded by Alderman Gotway to adjourn the meeting at 6:52 p.m. Motion passed unanimously.

Respectfully submitted,

Kim Clark, City Clerk

The City of Dardenne Prairie special workshop session was called to order at 6:10 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 & Stipes. Aldermen Klingerman and Santos, City Clerk Clark and City Engineer Kehoe were present for a portion of the meeting.

ITEMS FOR DISCUSSION AND CONSIDERATION

1. 2016 Budget

A motion was made by Alderman Stipes, Seconded by Alderman Koch to hold a closed session pursuant to RSMo 610.021 section (3) Personnel. Motion passed unanimously.

Roll call was as follows:

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

CLOSED SESSION

A motion was made by Alderman Koch, Seconded by Alderman Stipes to adjourn the meeting at 8:15 p.m. Motion passed unanimously.

Respectfully submitted,

Kim Clark, City Clerk

**EXPENDITURES FOR APPROVAL
12/16/2015**

1 AFLAC	December, 2015	174.36
2 Amcon Municipal Concrete, LLC	Ped & Drainage Facilities Improvement - Pymt #2	79,951.68
3 Ameren	Street Lights to 12/02	168.04
4 Baumstark Roofing, Inc.	City Hall Roof Leak Repair	900.00
5 Charter	City Hall Internet	123.19
6 Clement Construction Company	Escrow Release	10,232.06
7 Court-Missouri Department of Revenue	Crime Victims: November, 2015	1,069.50
8 Court-Sheriff Retirement Fund	Retirement Fund: November, 2015	435.00
9 Court-St. Charles County-Dom Violence Fund	Court Fines: November, 2015	300.00
10 Court-Treasurer; State of Missouri	POST Fees: November, 2015	150.00
11 Gateway Lock & Security	Concession Stand Restroom Door Locks	225.00
12 GFI	Copier Fees	159.16
13 Hazelwood & Weber	November, 2015 Legal Fees	12,705.67
14 Hoff Heating & A/C	IT Room Unit Replacement	2,025.00
15 Insurance: Anthem Blue Cross/Blue Shield	Health: December, 2015	3,516.51
16 Insurance: FCL Dental	Dental: January, 2016	372.34
17 International Code Council	Annual Membership: Amelong	135.00
18 Kehoe Engineering	Engineering: November, 2015	13,828.69
19 Kehoe Engineering	Reimbursable Engineering: November, 2015 (85%)	573.75
20 LAGERS	November, 2015	2,822.88
21 MABOI	Annual Membership: Amelong	35.00
22 Martin Trophy	Appreciation Plaque	40.00
23 Mercy	New Employee Screening	50.00
24 Missouri Machinery & Engineering	City Hall Fountain Repair & Maintenance	1,091.04
25 MO Association of Code Administrators	Annual Membership: Amelong	25.00
26 Office Essentials	Office Supplies	404.60
27 Pass Security	Alarm Monitoring thru 3/31/16	81.00
28 PGAV	Professional Services ending November 28, 2015	2,254.05
29 Playgrounds Unlimited	Playground Equipment Repairs	2,462.00
30 PNC	Credit Card Charges	572.90
31 PWSD #2	City Hall Fountain to 11-19-15	30.33
32 PWSD #2	City Hall to 11-19-15	37.23
33 R & R Contracting Service	Porta Potties - Barathaven Park (December)	23.00
34 St. Charles County Association of Code Officials	Annual Membership: Amelong	20.00
35 St. Charles County Government	2016 Police Contract (to be paid in 2016)	312,674.00
36 St. Louis Post Dispatch	Election Filing Notice	243.56
37 Stratus Building Solutions	City Hall Cleaning: December, 2015	385.00
38 The Hartford	Insurance: Addition of Mower	8.00
39 Thoele	Gasoline Charges to 11-24-15	220.68
40 Western St. Charles County Chamber	Annual Membership	225.00
41 Westover Group, LLC	City Hall Appraisal	1,500.00
42 Windstream	Phone Service	612.62
		452,862.84

Approved by Board of Aldermen 12-16-15

Mayor David C. Zucker

TREASURER'S REPORT

As of November 30, 2015

Special Revenue Fund	375,016.02
General Fund	3,397,019.23
Parks & Storm Water Fund	65,432.04
Capital Improvement Sales Tax Fund	287,287.83
Certificate Payment Account	33.00
Municipal Bond Account	3,143.00
Escrow/Bond Account	134,549.50
Petty Cash	100.00
Cash Drawer	200.00
TOTAL	4,262,780.62
COP Series 2008 (Reserve)	248,216.17
COP Series 2009	1.16
Bryan Road NID Bond Fund	116,490.90
Bryan Road NID Bond Reserve Fund	121,276.72

Respectfully submitted,



Kim Clark
City Clerk/Treasurer



City Engineer
Phone 636.978.6008
Fax 636.898.0923
Engineer @DardennePrairie.org

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

December 10, 2015

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

Subject: Construction Deposit Established by Clement Construction Company – FINAL Release
Leighton Hollow Lot 1A, 2A, 4A, 5A, 7A, 8A, 9A, 10A, 11A, 13A, 17A and 18A
Dardenne Prairie Project No. 970049

Dear Mayor Zucker:

Per the request of Clement Construction Company, and our inspection of the subject lots, we recommend a 100% release of the Construction Deposit amount established by Clement Construction Company and being held by the City for the completion of the subject lots at Leighton Hollow in the amount of \$10,232.06. This is a final release.

The attached deposit account summary form details the total Construction Deposit amounts being held by the City and the amount recommended for this release.

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

Sincerely,
KEHOE ENGINEERING COMPANY INC.



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

Attachment

cc: Board of Aldermen
Kim Clark, City Clerk
Jeff Amelong, Building Code Official
Kathy Clement, Clement Construction Company

DARDENNE



www.DardennePrairie.org

City Engineer
Phone 636.978.6008
Fax 636.898.0923
Engineer@DardennePrairie.org

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

Deposit Account Summary
970049 Leighton Hollow Subdivision

Release No.: FINAL
Last Updated: 12/10/2015

Lot 1A, 2A, 4A, 5A, 7A, 8A, 9A, 10A, 11A, 13A, 17A and 18A

Lot No.	Deposit Posted		Bldg. Dept. Issued Occ. Permit	Previously Released Deposit	Recommended		Lot No.
	Date	Amount			Reimbursed This Period	Released To Date	
1A	10/29/2013	\$ 2,273.79	04/29/2014	\$ -	\$ 2,273.79	\$ 2,273.79	1A
2A	-	\$ -	02/11/2013	\$ -	\$ -	\$ -	2A
4A	-	\$ -	03/21/2013	\$ -	\$ -	\$ -	4A
5A	12/12/2013	\$ 2,273.79	03/11/2013	\$ -	\$ 2,273.79	\$ 2,273.79	5A
7A	02/05/2013	\$ 2,273.79	08/28/2013	\$ -	\$ 2,273.79	\$ 2,273.79	7A
8A	08/29/2013	\$ 2,273.79	01/28/2014	\$ 2,046.41	\$ 227.38	\$ 2,273.79	8A
9A	03/29/2013	\$ 2,273.79	07/11/2013	\$ 2,046.41	\$ 227.38	\$ 2,273.79	9A
10A	08/07/2013	\$ 2,273.79	11/21/2013	\$ 2,046.41	\$ 227.38	\$ 2,273.79	10A
11A	01/07/2013	\$ 2,273.79	05/14/2013	\$ 2,046.41	\$ 227.38	\$ 2,273.79	11A
13A	05/01/2013	\$ 2,273.79	08/14/2013	\$ -	\$ 2,273.79	\$ 2,273.79	13A
17A	-	\$ -	12/27/2012	\$ -	\$ -	\$ -	17A
18A	10/29/2013	\$ 2,273.79	04/29/2014	\$ 2,046.41	\$ 227.38	\$ 2,273.79	18A
Total	-	\$ 20,464.11	-	\$ 10,232.05	\$ 10,232.06	\$ 20,464.11	

Lot 2A - no deposit per City Administrator 11/08/2012
Lot 4A - no deposit per City Administrator 10/04/2012
Lot 17A - no deposit per Board of Aldermen 08/02/2013

Approved for release by the City Engineer

Approved for release by the Board of Aldermen

Prepared by:

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

RBA FORM (OFFICE USE)

MEETING DATE: **December 16, 2015**

Regular () Work Session ()

ATTACHMENT: YES () NO ()

Contract () Ordinance () Other ()

**Request for Board Action
By: Mayor ZUCKER**

- **Description: Propose nominations to the Board of Directors of the Bryan Road Community Improvement District**

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

Summary/Explanation:

- **Dardenne Prairie Plaza (SE corner of Bryan & Feise) has a Community Improvement District to manage the Plaza’s infrastructure.**
- **Three of the five members of the CID Board of Directors are designated by the developer (Scheidegger) and two are designated by the City. The City designees do not need to be City Officials.**
- **The District Administrator has forwarded nominations for 3 directors designated by the developer and has requested the City to reappoint them as successor directors. They are: Gerald Scheidegger, Bob Glarner, and David Glarner.**
- **The City has solicited volunteers from among Dardenne Prairie residents to serve as Directors designated by the City. Two people have stepped forward: Scott Kolbe who resides in Bainbridge and has a business in Dardenne Prairie Plaza and Robyn Schaber who resides on Feise Road and owns Caregivers Inn.**
- **The Mayor requests the BOA to approve the nominations of the five directors per the attached resolution.**

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

NONE

RBA requested by: Mayor Zucker

DEVELOPMENT DYNAMICS

October 27, 2015

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

RE: Bryan Road Community Improvement District – Appointment of Directors

Dear Mayor Zucker,

Pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "CID Act"), Ordinance No. 952, and the Second Amendment to Development Agreement (the Agreement") adopted as part of Ordinance No. 1398 which states the District's Board of Directors shall consist of five members, comprised of three (3) members who are representatives of the Developer and two (2) city representative designees.

As such, the Board respectfully requests appointment of the following be presented to the Board of Alderman for their consent:

- (1) The appointment of one city representative (City to designate) to act as successor director for a term expiring on January 26, 2018.
- (2) The appointment of one city representative (City to designate) to act as successor director for a term expiring on January 26, 2019.
- (3) The appointment of Gerald Scheidegger (developer representative) for a term expiring on January 26, 2019.
- (4) The appointment of Bob Glarner (developer representative) for a term expiring on January 26, 2020.
- (5) The appointment of David Glarner (developer representative) for a term expiring on January 26, 2020.

If you have questions or comments, please contact me.

Regards,



Patrick Wash
Development Dynamics, LLC – Bryan Road District Administrator

cc: File

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

636.561.8602
636.561.8605

WWW.DEVELOPMENTDYNAMICS.ORG

RESOLUTION NO. 258

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, CONSENTING TO THE MAYOR'S APPOINTMENT OF A SLATE OF NOMINEES TO THE BOARD OF DIRECTORS OF THE BRYAN ROAD COMMUNITY IMPROVEMENT DISTRICT

WHEREAS, pursuant to the Community Improvement District Act, Sections 67.1401 - 67.1571 RSMo (the "CID Act"), Ordinance No. 952 and Ordinance No. 1398 of the City of Dardenne Prairie, Missouri, the Board of Aldermen established the Bryan Road Community Improvement District (the "District"); and

WHEREAS, the District is a political subdivision of the State of Missouri; and

WHEREAS, pursuant to the terms of the organizing documents, the Board of Directors of the District is to be composed of five (5) members (2 designated by the City and 3 designated by the developer) appointed by the Mayor of the City with the consent of the Board of Aldermen; and

WHEREAS, the terms of all five members of the Board of Directors are expired or due shortly to expire; and

WHEREAS, the developer has designated three persons to serve as developer representatives on the Board of Directors, namely: Gerald Scheidegger for a term expiring on January 26, 2019; Bob Glarner for a term expiring on January 26, 2020; and David Glarner for a term expiring on January 26, 2020, and

WHEREAS, two citizens of Dardenne Prairie have volunteered to serve as the City's designated members of the Board of Directors, namely: Robyn Schaber to serve a term expiring January 26, 2018; and Scott Kolbe to serve a term expiring on January 26, 2019, and

WHEREAS, the Mayor proposes to appoint Gerald Scheidegger, Bob Glarner, David Glarner, Robyn Schaber, and Scott Kolbe as the successor directors on the Board of Directors of the District, and

WHEREAS, the Mayor hereby submits to the Board of Aldermen for its consent the appointments of Gerald Scheidegger, Bob Glarner, David Glarner, Robyn Schaber, and Scott Kolbe to the Board of Directors of the Bryan Road Community Improvement District.

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

Section 1. The Board of Aldermen hereby consents to the appointment to the Board of Directors of the Bryan Road Community Improvement District of Robyn Schaber to serve a term expiring on January 26, 2018; Scott Kolbe, to serve a term expiring January 26, 2019; Gerald Scheidegger to serve a term expiring on January 26, 2019; Bob Glarner to serve a term expiring on January 26, 2020; and David Glarner to serve a term expiring on January 26, 2020.

Section 2. This Resolution shall be in full force and take effect from and after the date of its approval.

Approved this _____ day of _____ 2015.

**Presiding Officer and Mayor of
the Board of Aldermen**

Attest: _____
City Clerk

RBA FORM (OFFICE USE)

MEETING DATE: **December 16, 2015**

Regular (X) Work Session (X)

ATTACHMENT: YES (X) NO ()

Contract () Ordinance () Other (X)

Request for Board Action
By: Mayor ZUCKER

- **Description: Propose nominations to the Board of Directors of the BaratHaven Community Improvement District**

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

Summary/Explanation: On February 15, 2006, pursuant to Ordinance No. 992, the Dardenne Prairie BOA established the BaratHaven Community Improvement District (the "District") in accordance with the Community Improvement District Act, Sections 67.1401 to 67.1571, RSMo, (the "CID Act"); and pursuant to the terms of the Petition for the Creation of a Community Improvement District filed in the office of the City Clerk on January 17, 2006 (the "Petition"), and Section 67.1451.5 of the CID Act, the Board of Directors of the District is to be composed of five (5) members appointed by the Mayor of the City with the consent of the Board of Aldermen.

- On May 26, 2015 Pamela Fogarty resigned from the Board of Directors of the BaratHaven CID; On September 2, 2015 the BOA approved the appointment of Tom Vonderheid to replace her on the Board. His term expires on February 15, 2016.
- Presently there are two vacancies on the BaratHaven CID Board, the result of terms having expired. Reappointment of Benjamin Stegmann and Christopher McKee did not receive approval of the BOA when submitted by Mayor Fogarty earlier in 2015.
- Two Citizens who meet the qualifications of the CID Act and the Petition have offered their services to the community. Both are property owners in the BaratHaven subdivision and thereby meet the requirements of the CID Act and Petition.
- I propose to place the nominations of Craig Stankovich and Michael Luna before the BOA for approval at the December 16, 2015 Regular Meeting.

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

NONE

RBA requested by: Mayor Zucker

RESOLUTION NO. 259

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

WHEREAS, on February 15, 2006, pursuant to Ordinance No. 992, the Board of Aldermen of the City of Dardenne Prairie, Missouri, established the BaratHaven Community Improvement District (the "District") in accordance with the Community Improvement District Act, Sections 67.1401 to 67.1571, RSMo, (the "CID Act"); and

WHEREAS, the District is a political subdivision of the State of Missouri; and

WHEREAS, pursuant to the terms of the Petition for the Creation of a Community Improvement District filed in the office of the City Clerk on January 17, 2006 (the "Petition"), and Section 67.1451.5 of the CID Act, the Board of Directors of the District is to be composed of five (5) members appointed by the Mayor of the City with the consent of the Board of Aldermen; and

WHEREAS, on March 16, 2011, Benjamin Stegmann was appointed to serve on the Board of Directors for the remainder of a term that expired on February 15, 2014; and

WHEREAS, on December 16, 2009, Christopher P. McKee was appointed to serve on the Board of Directors for a term that expired on February 15, 2014; and

WHEREAS, Craig Stankovich and Michael Luna represent that they meet the qualifications for membership to the Board of Directors of the District under Section 67.1451.2 of the CID Act and the Petition; and

WHEREAS, the Mayor desires to appoint Craig Stankovich as the successor director to Benjamin Stegmann on the Board of Directors of the District for the term expiring on February 15, 2018; and

WHEREAS, the Mayor desires to appoint Michael Luna as the successor director to Christopher P. McKee on the Board of Directors of the District for the term expiring on February 15, 2018; and

WHEREAS, the Mayor submitted to the Board of Aldermen for its consent the appointments of Craig Stankovich and Michael Luna to the Board of Directors of the District.

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

Section 1. The Board of Aldermen hereby consents to the appointment of Craig Stankovich to the Board of Directors of the BaratHaven Community Improvement District for the remainder of the term to expire on February 15, 2018.

Section 2. The Board of Aldermen hereby consents to the appointment of Michael Luna to the Board of Directors of the BaratHaven Community Improvement District for the remainder of the term to expire on February 15, 2018.

Section 3. This Resolution shall be in full force and take effect from and after the date of its approval.

Approved this _____ day of _____ 2015.

**Presiding Officer and Mayor of
the Board of Aldermen**

Attest: _____
City Clerk

RBA FORM (OFFICE USE)

MEETING DATE: **December 16, 2015**

Regular (X) Work Session ()

ATTACHMENT: YES (X) NO ()

Contract () Ordinance (X) Other ()

**Request for Board Action
By: Mayor ZUCKER**

- **Description: Ordinance to authorize a Ballot Measure to retain City Sales Tax for Motor Vehicle purchases**

Recommendation: Staff – Approve () Disapprove ()

- Summary/Explanation: Presently DP collects about \$250,000 per year in sales tax for motor vehicles, outboard motors, boats & trailers. Of the 7.45% in sales tax collected when a car (etc.) is registered by a Dardenne Prairie resident, 1.5 % goes to Dardenne Prairie. Tax burden falls on the resident of DP regardless of where the vehicle was purchased.
- Because of a MO Supreme Court ruling in 2012 the City’s ability to collect sales tax on vehicles purchased out of state will expire at the end of 2016 unless the voters of DP approve a ballot measure to keep the tax in force.
- Other cities in St. Charles County are planning to place a proposition on the April 2016 ballot asking their residents to approve the continued collection of city sales tax on motor vehicles purchased out of state.
- Taxes will continue to be collected on cars purchased from a Missouri Car Dealer so the city’s loss of revenue would occur if a resident went to Illinois (or other foreign territory) to buy a car. We don’t know how many would travel out of state to save money, but most cities appear to be using a 10-20% number to calculate risk of loss, meaning a loss of revenue of about \$25,000- \$50,000 for DP. Car sales lost to Illinois would reduce revenues for MO car dealers, have some negative impact on personal income of sales and service staff and would lower other taxes collected by MO and St. Charles County.
- On the other hand, a trip to Illinois to buy a \$40,000 car would, for example, save a DP resident \$600 in local sales tax.
- The question to the BOA: Shall Dardenne Prairie ask its voters to choose whether to authorize the continued collection of the local sales tax on Motor Vehicles, boats, trailers and outboard motors? If so, we need to pass an ordinance on 12/16 if we want to make the April 2016 ballot.
- Budget Impact:
A ballot measure will cost a little more than just a municipal election for Alderman and Mayor.

ORDINANCE NO. _____

AN ORDINANCE SUBMITTING TO THE QUALIFIED VOTERS OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AT THE GENERAL MUNICIPAL ELECTION TO BE HELD IN THE CITY ON THE 5TH DAY OF APRIL, 2016, A PROPOSITION TO AUTHORIZE THE CITY TO CONTINUE APPLYING AND COLLECTING THE LOCAL SALES TAX ON THE TITLING OF MOTOR VEHICLES, TRAILERS, BOATS, AND OUTBOARD MOTORS THAT WERE PURCHASED FROM A SOURCE OTHER THAN A LICENSED MISSOURI DEALER

WHEREAS, the largest source of revenue for the operation of the City of Dardenne Prairie is the retail sales tax; and

WHEREAS, the largest single source of sales tax revenue for the City of Dardenne Prairie is derived from the titling of motor vehicles, trailers, boats, and outboard motors; and

WHEREAS, the retail sales tax on motor vehicles, trailers, boats and outboard motors purchased by Dardenne Prairie residents from sources other than a licensed Missouri dealer will no longer be collected after December 31, 2016 unless continuation of the tax is approved by voters of Dardenne Prairie; and

WHEREAS, the Board of Aldermen believes it is in the best interests of the residents of the City that it propose to the qualified voters of the City to authorize the City to continue applying and collecting the local sales tax on the titling of motor vehicles, trailers, boats, and outboard motors that purchased from a source other than a licensed Missouri Dealer; and

WHEREAS, rejection of this measure will result in a reduction of local revenue to provide for vital services for the City of Dardenne Prairie, and place Missouri dealers of motor vehicles, outboard motors, boats, and trailers at a competitive disadvantage to non-Missouri dealers of motor vehicles, outboard motors, boats, and trailers; and

WHEREAS, pursuant to Section 32.087 RSMo., the City must submit to the qualified voters of the City, the question of continuing or repealing the application of the local sales tax to the titling of motor vehicles, trailers, boats, and outboard motors that were purchased from a source other than a licensed Missouri dealer;

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

SECTION 1. That pursuant to the provisions of Section 32.087, RSMo., there shall be submitted to the qualified voters of the City of Dardenne Prairie, Missouri, for their approval, at the

general municipal election to be held on April 5, 2016, the ballot submission, which shall contain substantially the following language:

PROPOSITION B

Shall the City of Dardenne Prairie, Missouri, continue applying and collecting the local sales tax on the titling of motor vehicles, trailers, boats, and outboard motors that were purchased from a source other than a licensed Missouri dealer? Rejection of this measure will result in a reduction of local revenue to provide for vital services for the City of Dardenne Prairie, Missouri, and it will place Missouri dealers of motor vehicles, outboard motors, boats, and trailers at a competitive disadvantage to non-Missouri dealers of motor vehicles, outboard motors, boats, and trailers?

Yes

No

If you are in favor of the question, place an "X" in the box opposite "Yes". If you are opposed to the question, place an "X" in the box opposite "No".

SECTION 2. The City Clerk is hereby directed to submit a certified copy of this Ordinance to the St. Charles County Election Authority, and shall notify it that the City is calling for an election within the City at the general municipal election to be held on the 5th day of April, 2016, specifying the purpose of the election, the date of the election, the legal notice to be published, and the sample ballot language as set forth in Section 1 of this Ordinance.

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

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

SECTION 5. Savings 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.

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

RBA FORM (OFFICE USE)

MEETING DATE: **December 16, 2015**

Regular (X) Work Session ()

ATTACHMENT: YES (X) NO ()

Contract (X) Ordinance (X) Other ()

**Request for Board Action
By: Mayor ZUCKER**

Ward: All

- **Description: Authorize amendment to Ground Lease Agreement with Dardenne Athletic Association**

Recommendation: Staff – Approve () Disapprove ()

- **Summary/Explanation:** In 2008 DP entered a 99 year ground lease (See attachment 1) with Dardenne Athletic Association to share the Dardenne Athletic fields owned by DAA and used by DAA for the Youth Baseball/Softball league programs March-July each year. DP had the use of the fields when not in use by DAA.
- DAA has run the Youth league program in DP since 1953 and now wants to turn it over to the City of Dardenne Prairie to be operated by City Parks & Rec.
- The attached Amendment (Attachment 2) is designed to grant DP complete control of Youth League operations and the athletic fields commencing immediately. The City is prepared to step in to handle registration commencing January 4, 2016. Operating budget for this endeavor was approved 12/2/2015.
- This amendment will enable City to expand use of fields and to grow the Parks & Rec program in 2016 and beyond. Ordinance to authorize amendment is Attachment 3.
- By this amendment the Parties also undertake to negotiate the acquisition by the City of legal ownership of the fields. The Parties will need to negotiate additional terms during 2016, including a capital investment program of infrastructure improvements in lieu of a cash purchase price.
- The survival in Dardenne Prairie of Youth Baseball and Softball in the New Horizon league or similar civic or municipal league depends on the operation being folded into DP Parks & Rec.
- The full exploitation of the athletic fields by DP Parks & Rec really depends on integrating the management of the Youth Leagues with the rest of our Parks & Rec programs to be developed in 2016 and later years.

- **Budget Impact:** Cost of Parks & Rec activities including Youth Baseball is approved in the 2016 budget; Cost of Capital Improvements to acquire ownership: TBD

RBA requested by: Mayor Zucker

Attachment 1

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (hereinafter the "Lease") is made and entered into as of the 20th day of February, 2008, by and between the DARDENNE COMMUNITY NOT FOR PROFIT CORPORATION d/b/a the DARDENNE ATHLETIC ASSOCIATION, a Missouri not-for-profit corporation (hereinafter called "LESSOR"), and the CITY OF DARDENNE PRAIRIE, MISSOURI, a fourth class city of the State of Missouri (hereinafter called "LESSEE").

WITNESSETH:

WHEREAS, LESSOR is the owner of certain real property, consisting of approximately five (5) acres, more or less, located within the City of Dardenne Prairie, Missouri, and more specifically described on Exhibit No. 1, attached hereto and incorporated by reference as though fully set forth herein (hereinafter referred to as the "PREMISES"), and is subject to certain easements, covenants, conditions and restrictions affecting title as of the date of this Lease; and

WHEREAS, LESSEE desires to lease the PREMISES from LESSOR for the construction, maintenance and public use of baseball fields, bleachers, parking lot, concession building, pavilion and playground equipment, together with related restroom facilities and pedestrian pathways (collectively, the "FACILITIES"); and

WHEREAS, it is the intent of the LESSOR and the LESSEE that the LESSOR continue the use of the PREMISES for baseball and softball practices and league play and that LESSOR shall have priority use of the PREMISES for such purposes; and

WHEREAS, the Board of Aldermen of LESSEE has authorized the LESSEE to lease the PREMISES and the FACILITIES from LESSOR pursuant to Ordinance No. 1130 of LESSEE, a copy of which is attached hereto, marked as Exhibit No. 2 and incorporated by reference herein, upon the terms and subject to the conditions and in consideration of the payments and the observance of the covenants, duties, obligations, restrictions, and limitations recited hereinbelow.

NOW, THEREFORE, in consideration of the foregoing recitals, the agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LESSOR and LESSEE agree as follows:

SECTION 1

LEASE, LOCATION, TERM, USE, CONSTRUCTION STANDARDS

1. Lease and Location.

(a) LESSOR, for and in consideration of the covenants and payments hereinafter mentioned to be performed and made by LESSEE, hereby agrees to lease and let and does hereby lease and let the PREMISES and the FACILITIES described herein to LESSEE.

(b) As used in this Lease, the term "PREMISES" refers to the real property above described and to any improvements located on the property from time to time during the term of this Lease.

2. Term.

(a) The term of this Lease shall be for a period of ninety-nine (99) years, commencing on the "Effective Date" which shall be defined as the first day LESSEE, by and through its authorized agents, commences any construction of the improvements as hereinafter defined (the "Term"). The term of this lease may also be terminated at an earlier date in accordance with the terms of subparagraphs (b) and (c) below or Section 7 hereof.

(b) Upon the execution of this Lease by LESSOR and LESSEE, LESSEE shall have the right to perform such due diligence investigations of the PREMISES as LESSEE desires, including, but not limited to, investigating title, the environmental condition of the PREMISES, the zoning of the PREMISES, the licenses and permits required with respect to the PREMISES and its intended use, and the suitability of the PREMISES for its intended use. Upon the execution of this Lease, LESSEE and its agents shall have the right to access the PREMISES to perform such due diligence investigations, including but not limited to, taking soil samples and borings and performing a survey of the PREMISES. LESSEE shall have the right to terminate this Lease at any time before the Effective Date by giving written notice thereof to LESSOR, in which event this Lease shall be null and void and of no force and effect.

(c) In the event the PREMISES should cease to be used by LESSEE or its permitted assigns for the operation of public recreational facilities as described more fully in paragraph 3 below, at any time during the term of this Lease, LESSOR may terminate this Lease, upon written notice to LESSEE. In the event of such termination, LESSEE shall remove from the PREMISES all personal property owned by LESSEE and associated with the permitted uses described in Paragraph 3 below, including, but not limited to, equipment and other temporary structures, and peacefully relinquish occupation of the PREMISES to LESSOR, all within sixty (60) calendar days of the date of receipt by LESSEE of written notice of termination from LESSOR as provided herein.

3. Use.

(a) Except as otherwise set forth in this Section 4, the LESSOR does hereby grant and the LESSEE shall have the exclusive right to use and occupy the demised PREMISES and FACILITIES and any improvements thereon on any Non-Lessor Use Date (as defined in Section 3(e)) solely for municipal recreational park and related purposes, which shall include, but not necessarily be limited to: baseball and softball fields, bleachers, concession building(s), parking lots, pavilions, restroom facilities, pedestrian pathways, sidewalks, storage sheds, etc.

(b) LESSEE shall obtain any and all necessary zoning approvals, occupancy permits, and operating or environmental permits and approvals necessary for the uses specified above from all applicable interested local, state and federal governmental agencies, authorities, and instrumentalities at LESSEE's sole cost and expense. The description of the foregoing permits and approvals is intended to be in the manner of illustration and not in the manner of

exclusive enumeration or limitation. LESSOR agrees, through its authorized officers, agents and employees, to cooperate with LESSEE in obtaining such permits and approvals to the extent necessary or required by the permitting or regulatory agency, authority or instrumentality from which permitting or approval is sought, whether by reason of LESSOR being the record owner of the PREMISES or otherwise.

(c) Subject to the remaining provisions of this Subsection 3, LESSOR reserves for itself and LESSEE does hereby grant to LESSOR a license and right to use the PREMISES and FACILITIES on any Non-Lessor Use Date (as defined in Subsection 3(e)) in such manner that does not otherwise unreasonably interfere with LESSEE's use of the PREMISES and FACILITIES ("LESSOR Events"). LESSOR shall be responsible for any all costs or expenses associated with or incidental to such use.

(d) Subject to the remaining provisions of this Subsection 3, LESSEE shall be entitled to sublicense the specific rights granted to it under this Section to use the PREMISES and the FACILITIES to any third party (a "Third Party User") on any Non-Lessor Use Date, in such a manner that does not otherwise unreasonably interfere with the LESSOR's use of the PREMISES and FACILITIES.

(e) For purposes of this Lease, the term "Non-Lessor Use Date" means any date that the PREMISES or FACILITIES are not used or are not scheduled to be used: (i) by LESSOR for baseball or softball practice sessions (pre-season, regular season and postseason); (ii) baseball or softball games (pre-season, regular season and postseason); or (iii) for all-star baseball or softball games scheduled by the LESSOR.

(f) If and to the extent that the PREMISES or FACILITIES are used by LESSEE or any Third Party User during the Term, LESSEE will be responsible, or will cause the applicable Third Party User to be responsible, for all direct costs and expenses incurred by LESSOR and attributable to LESSEE's or Third Party User's use of the PREMISES or FACILITIES, including post event cleaning. As between LESSOR and LESSEE only, and subject to any protections to which LESSEE may be entitled by reason of the doctrine of sovereign immunity, official immunity and similar exceptions to liability by a political subdivision and/or public body, official or employee, LESSEE shall bear all responsibility and liability for all claims, losses, demands, rights, obligations, debts, expenses, causes of action, attorneys' fees and expenses or other liabilities of any kind or nature arising out of or otherwise in connection with the use of the PREMISES or FACILITIES by LESSEE, Third Party Users or any of their respective employees, agents, representatives, invitees, successors of assigns or description whatsoever. Nothing in this Section, or in this Lease, shall be deemed or construed as a waiver of sovereign immunity or any other doctrine or principle limiting liability or damages on the part of a political subdivision or its officers or employees.

(g) Except as may otherwise be set forth in this Subsection 3, LESSEE shall have the exclusive right to use and occupy the PREMISES or FACILITIES during the Term. LESSOR, in consultation with LESSEE, will coordinate, establish and maintain the schedule for LESSOR's use of and events to occur on the PREMISES or FACILITIES during each year of this Lease. LESSOR agrees to provide reasonable advance notice to LESSEE of any change in

the schedule for use or event proposed by LESSOR to be held on the PREMISES or FACILITIES.

(h) LESSEE will be entitled to all revenue streams associated with the use of the PREMISES or FACILITIES including, but not necessarily limited to, ticket sales, concessions, merchandise, sponsorships, parking, licensing fees and all forms of media and any future revenue streams not yet identified. Notwithstanding any other provision of this agreement to the contrary, LESSEE will only be entitled to revenue streams from concessions and merchandise associated with the use of the PREMISES or FACILITIES on Non-Lessor Use Dates. LESSOR will be entitled to revenue streams from concessions and merchandise at all times other than Non-Lessor Use Dates. LESSEE, agrees, however, to favorably consider and recommend LESSOR, for the providing of concessions and concession services during any event sponsored by the LESSEE or a Third Party User on a Non-Lessor Use Date, during which time, LESSOR shall be entitled to all revenue streams from providing such concessions and concession services.

4. Construction Standards. All work on the PREMISES or FACILITIES shall be performed in a good and workmanlike manner and in conformity with all applicable laws, rules, regulations, codes and requirements of governmental authorities and insurers, and all restrictions, easements, reservations and conditions of record.

SECTION 2 LEASE PAYMENTS AND OTHER CONSIDERATION TO LESSOR

1. Rental Amounts. LESSEE shall pay to LESSOR rent during the term of this Lease, as follows:

(a) Beginning on the Effective Date and for each twelve (12) month period thereafter during the term of this Lease, the LESSEE shall pay as rent an amount equal to one dollar (\$1.00).

(b) Any rental due hereunder shall be payable in advance not later than the first day of each rental year.

(c) In addition to any rental payments due hereunder, LESSEE shall provide all maintenance for the PREMISES, including snow removal, grass mowing, and the trimming of all landscaping as needed.

SECTION 3 UTILITIES

1. LESSEE shall arrange, secure and be responsible for water, gas, heat, electricity, power, sewer, telephone, and any and all other utilities and services supplied and/or furnished to the PREMISES in connection with the use of the PREMISES by LESSEE.

2. LESSOR shall grant such easements on the PREMISES as are reasonably required to obtain such utilities and services within twenty (20) days of any such request.

SECTION 4 USES PROHIBITED

1. LESSEE shall not use, or permit the demised PREMISES, or any part of the demised PREMISES, to be used, for any unlawful purpose or for any purpose or purposes other than the purpose or purposes for which the demised PREMISES are leased under this Lease. No use shall be made or permitted to be made of the demised PREMISES, or acts done, which will cause a cancellation of any insurance policy covering the improvements located on the PREMISES, or any part thereof, nor shall LESSEE sell, or permit to be kept, used, or sold, in or about the demised PREMISES, any article that may be prohibited by LESSEE or LESSOR's fire insurance policies.

Furthermore, the LESSEE shall make all reasonable efforts to maintain the PREMISES in good working order for use as baseball and softball fields, and shall make reasonable efforts to prohibit the use of the PREMISES in any manner that would result in rendering the PREMISES unsuitable for use as baseball or softball fields, which prohibited uses shall include, but not necessarily be limited to: football games or practice, soccer games or practice, automobile racing or derbies, tractor truck pulls or displays, motocross or other events involving any motorized vehicle whatsoever, etc., except that nothing in this paragraph shall prohibit the LESSEE from maintaining the PREMISES in good working order for use as baseball and softball fields during the time in which the LESSEE is constructing, improving or altering the PREMISES or any building or structures thereon consistent with the procedures and requirements of Section 8 of this Agreement.

2. LESSEE shall, at its sole cost, further comply with all other requirements pertaining to the demised PREMISES, of any insurance organization or company, necessary for the maintenance of insurance, as provided in this Lease, covering any building and appurtenances at any time located on the demised PREMISES.

SECTION 5 LIENS

LESSEE shall keep all and every part of the PREMISES and all buildings and other improvements at any time located on the PREMISES free and clear of any and all mechanics', material suppliers', and other liens for or arising out of or in connection with any work or labor done, services performed, or materials or appliances used or furnished for or in connection with any improvements or operations of LESSEE, or any alterations, repairs or additions that LESSEE may make or permit or cause to be made, or any work or construction done, by, for, or permitted by LESSEE on or about the PREMISES, or any obligations of any kind incurred by LESSEE, and LESSEE shall at all times promptly and fully pay and discharge any and all claims on which any such lien may or could be based, and shall indemnify LESSOR and all of the PREMISES

and all buildings and improvements on the PREMISES from and against any and all such liens and claims of liens and suits or other proceedings pertaining to the PREMISES, including attorneys fees and costs.

SECTION 6 SUPERIOR RIGHTS

This Lease is made subject to all outstanding superior rights, including, but not limited to, all recorded rights of way for highways, pipelines, and for power and communication lines, and the right of LESSOR to renew such outstanding rights and to extend the terms thereof, provided, however, that LESSOR shall not grant or agree to any new encumbrances upon LESSEE's leasehold interests to the PREMISES without LESSEE's prior written consent, which consent shall not be unreasonably withheld.

SECTION 7 TERMINATION ON DEFAULT

1. Failure on the part of LESSEE to pay any installment of rent herein set out, as and when the same becomes due and payable, or the failure of LESSEE to promptly and faithfully keep and perform each and every covenant, agreement, or stipulation on the part of LESSEE to be kept or performed hereunder shall, at the option of LESSOR, constitute a default by LESSEE under the terms hereof. In the event LESSOR declares a default under this Section 7, then LESSOR shall notify LESSEE in writing of the general nature of the default and the actions demanded to be taken by LESSEE to cure same. Such notice shall contain such detail as is necessary to afford LESSEE reasonable notice of the breach and adequate information to cure the same. LESSEE shall then have thirty (30) calendar days from the date of receipt of the notice of default to cure the breach. Except for a breach which can be cured by the payment of monies, if the breach cannot be cured within said thirty (30) day period, then LESSEE shall undertake such actions as are necessary and in furtherance of the cure of said default and shall act with all reasonable diligence to effectuate such cure thereafter and shall promptly notify LESSOR in writing of the steps being undertaken to cure said default within the aforesaid thirty (30) day period.

2. Should LESSEE fail or refuse to cure a default, or fail or refuse to undertake such actions as are necessary and in furtherance of the cure of said default, or not act with all reasonable diligence to effectuate such cure thereafter, following receipt of written notice sent as required herein, then LESSOR may declare this Lease terminated, and LESSOR shall have the right to pursue any and all remedies, whether at law or in equity, it may have against LESSEE, including, but not limited to, recovery of possession of the PREMISES and all sums due hereunder.

3. The LESSEE, in the event of default, shall be responsible for all reasonable costs expended to enforce the terms of this Lease, including but not limited to the cost of removal and storage of any property of LESSEE, the costs of reletting the PREMISES and all attorneys' fees. LESSEE's liability hereunder shall include all sums due and owing under the Lease for the

remainder of the term less any rentals actually received by LESSOR pursuant to any reletting. Any rentals received by LESSOR in excess of LESSEE's contingent rent liability hereunder shall be credited against the same.

SECTION 8
CONSTRUCTION OF NEW BUILDINGS AND ALTERATIONS AND
CHANGES TO EXISTING BUILDINGS

1. Plans and specifications. Before commencement of construction of any improvements to the PREMISES, LESSEE shall, at LESSEE's sole cost and expense, prepare plans and specifications for such improvements. Such plans and specifications shall be submitted to LESSOR for LESSOR's written approval or any revisions required by LESSOR. In the event of disapproval, LESSOR shall give to LESSEE an itemized statement of reasons for disapproval within thirty (30) days after the plans and specifications are submitted to LESSOR. Failure of the LESSOR to approve the plans or specifications or provide an itemized statement of reasons for disapproval within thirty (30) days after the plan and specifications are submitted shall be deemed an approval. Should, LESSEE, in their sole discretion, determine that the LESSORS reasons for disapproval are unreasonable, LESSEE may elect to terminate this Lease.

2. Alterations, improvements, and changes permitted. LESSEE shall have the right to make such alterations, improvements, and changes to any building that may from time to time be located on the PREMISES as LESSEE may deem necessary, or to replace any building with a new one of at least equal value, provided that prior to making any structural alterations, improvements, or changes, or to replacing any building, LESSEE shall obtain LESSOR's written approval of plans and specifications therefor in the same manner as provided for above, and provided that the value of the building shall not be diminished and the structural integrity of the building shall not be adversely affected by any such alterations, improvements, or changes, or that any proposed new building is at least equal in value to the one that it is to replace, as the case may be. In the event of disapproval, LESSOR shall give to LESSEE an itemized statement of reasons for the disapproval. If LESSOR does not disapprove the plans and specifications provided for in this Section within thirty (30) days after they have been submitted to LESSOR, the plans and specifications shall be deemed to have been approved by LESSOR. If LESSOR shall disapprove the plans and specifications as provided in this paragraph, then the procedures outlined in Paragraphs 1 and 2 of this Section 8 shall apply. LESSEE will in no event make any alterations, improvements, or other changes of any kind to any building on the PREMISES that will decrease the value of the building, or that will adversely affect the structural integrity of the building.

SECTION 9
REPAIRS AND DESTRUCTION OF IMPROVEMENTS

1. Maintenance of Improvements. LESSEE shall, throughout the term of this Lease, at its own cost, and without any expense to LESSOR, keep and maintain the PREMISES, including all buildings and improvements of every kind that may be a part of the PREMISES, and all appurtenances to the PREMISES, in good, sanitary, and neat order, condition and repair,

and, except as specifically provided in this Lease, restore and rehabilitate any improvements of any kind that may be destroyed or damaged by fire, casualty, or any other cause whatsoever.

2. No Obligation By LESSOR To Make Improvements. LESSOR shall not be obligated to make any repairs or replacements of any kind, nature, or description, whatsoever to the demised PREMISES or any buildings or improvements on the demised PREMISES.

SECTION 10 CONSENT

Wherever the consent, approval, judgment or determination of either party hereto is required or permitted under this Lease, each of the parties shall exercise its good faith reasonable business judgment in granting or withholding such consent or approval or in making such judgment or determination and shall not unreasonably withhold or delay its consent, approval, judgment or determination.

SECTION 11 VACATING OF PREMISES, REMOVAL OF LESSEE'S PROPERTY

1. LESSEE covenants and agrees to vacate and surrender the quiet and peaceable possession of the PREMISES upon the termination of this Lease howsoever. No later than the expiration or termination date of this Lease, LESSEE shall, if demanded by LESSOR in writing, at LESSEE's expense, remove from the PREMISES any temporary structures and other personal property located on the PREMISES; provided however, LESSEE shall not be required to remove any permanent improvements or fixtures. Should the LESSEE fail to remove and restore the PREMISES as aforesaid, then the LESSOR may perform the work and LESSEE shall reimburse LESSOR for the cost thereof within thirty (30) days after a bill is rendered.

2. In case of LESSEE's failure to remove such temporary structures and other personal property, the same, at the option of LESSOR, upon the expiration of thirty (30) days after the termination of this Lease, shall become and thereafter remain the property of LESSOR and if one (1) year after the expiration of such 30-day period LESSOR elects to and does remove, or cause to be removed, said structures and other property from the PREMISES and the market value thereof or of the material therefrom on removal does not equal the cost of such removal, then LESSEE shall reimburse LESSOR for the deficit within thirty (30) days after a bill is rendered.

SECTION 12 INDEMNIFICATION

1. LESSOR shall not be liable for any loss, injury, death, or damage to persons or property that at any time may be suffered or sustained by LESSEE or by any person whosoever may at any time be using or occupying or visiting the demised PREMISES or be in, on, or about the demised PREMISES, where the loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of LESSEE. LESSEE hereby

releases and indemnifies LESSOR from and against any and all such claims, liability, loss, or damage whatsoever on account of any such loss, injury, death, or damage. The preceding sentences shall not apply to loss, injury, death, or damage arising by reason of the intentional misconduct of LESSOR, its agents, or employees.

2. LESSEE shall not be liable for any loss, injury, death, or damage to persons or property that at any time may be suffered or sustained by LESSOR or by any person whatsoever may at any time be using or occupying or visiting the demised PREMISES or be in, on, or about the demised PREMISES, where the loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of LESSOR. LESSOR hereby releases and indemnifies LESSEE from and against any and all such claims, liability, loss, or damage whatsoever on account of any such loss, injury, death, or damage. LESSOR waives all claims against LESSEE for damages to any building and improvements that are now on or hereafter placed or built on the PREMISES and to the property of LESSOR in, on, or about the PREMISES. The preceding sentences shall not apply to loss, injury, death, or damage arising by reason of the intentional misconduct of LESSEE, its agents, or employees.

SECTION 13 ATTORNEY FEES

If any action at law or in equity shall be brought to recover any rent under this Lease, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this Lease, or for the recovery of the possession of the demised PREMISES, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs reasonable attorney fees, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

SECTION 14 INSURANCE

LESSEE further covenants and agrees that from and after the date of delivery of the PREMISES from LESSOR to LESSEE, and until termination of this Lease, LESSEE will carry and maintain, at its sole cost and expense, the following types of insurance, with such self-insured retentions as LESSEE shall maintain for itself generally, naming the LESSOR as an additional insured therein and in the amounts specified and in the form hereinafter provided for:

1. Public Liability and Property Damage. Bodily injury liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per person and Two Million Dollars (\$2,000,000.00) per occurrence insuring against any and all liability of the insured with respect to said PREMISES or arising out of the use or occupancy thereof, and property damage liability insurance with a limit of not less than One Million Dollars (\$1,000,000.00) per accident or occurrence.

2. Policy Form. All policies of insurance provided for herein shall be issued by insurance companies qualified to do business in Missouri and having a general policyholder's

rating or its equivalent of not less than "B" and a financial rating of "BBB" as rated in the most current available "Best's Insurance Reports," or such similar reports as are then in existence. Executed copies of such policies of insurance or certificates thereof, showing LESSOR as an additional insured, shall be delivered to LESSOR on or before the Effective Date of this Lease, and thereafter evidence of renewal shall be furnished LESSOR during the term of this Lease. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by LESSEE in like manner and to like extent.

3. Waiver of Subrogation. All insurance which is carried by either party with respect to the PREMISES or furniture, furnishings, fixtures or equipment therein or alterations or improvements thereto, whether or not required, shall include provisions which either designate the other party as one of the insured (waiving any imputed knowledge of insureds limitations or conditions as may otherwise apply to such designated party) or deny to the insurer acquisition by subrogation of rights of recovery against the other party, and each party shall obtain insurance coverage from responsible companies qualified to do business in Missouri (even though extra premium may result therefrom). Each party shall be entitled to have duplicates or certificates of any policies containing such provisions. Notwithstanding anything to the contrary set forth herein, each party hereby waives all rights of recovery against the other for loss or injury against which the waiving party is protected by insurance containing said provisions, reserving, however, any rights with respect to any excess of loss or injury over the amount recovered by such insurance or to the amount of any deductible.

SECTION 15
NOTICE

Any notice, demand, request, consent, approval or communication that either party hereto desires to or is required to give to the other party under this Lease shall be in writing. Notice may be given by mailing the same, registered mail, postage prepaid, return receipt requested.

If to LESSOR, to: DARDENNE COMMUNITY NOT FOR
 PROFIT CORPORATION
 PO Box 1054,
 O'Fallon, Missouri 63366

or to such other person or address as LESSOR shall designate to LESSEE in writing.

If to LESSEE, to: CITY OF DARDENNE PRAIRIE, MISSOURI
 2032 Hanley Road
 Dardenne Prairie, Missouri 63368
 Attention: City Administrator

or to such other person or address as LESSEE shall designate to LESSOR in writing.

SECTION 16
PROHIBITION OF INVOLUNTARY ASSIGNMENT;
EFFECT OF BANKRUPTCY OR INSOLVENCY

1. Prohibition of Involuntary Assignment. Neither this Lease nor the leasehold estate of LESSEE nor any interest of LESSEE under this Lease in the demised PREMISES or in the building or improvements on the demised PREMISES shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever (except through statutory merger or consolidation, or devise, or intestate succession); and, any attempt at involuntary assignment, transfer, or sale shall be void and of no effect.

2. Effect of Bankruptcy. Without limiting the generality of the provisions of the preceding paragraph of this Section, LESSEE agrees that in the event any proceedings under the Bankruptcy Act or any amendment to the act be commenced by or against LESSEE, and, if against LESSEE, the proceedings shall not be dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement, or plan or reorganization, or in the event LESSEE is adjudged insolvent or makes an assignment for the benefit of its creditors, or if a receiver is appointed in any proceeding or action to which LESSEE is a party, with authority to take possession or control of the demised PREMISES or the business conducted on the PREMISES by LESSEE, and such receiver is not discharged within a period of thirty (30) days after his or her appointment, any such event or any involuntary assignment prohibited by the provisions of the preceding paragraph of this Section shall be deemed to constitute a breach of this Lease by LESSEE and shall, at the election of LESSOR, but not otherwise, without notice or entry or other action of LESSOR terminate this Lease and also all rights of LESSEE under this Lease and in and to the demised PREMISES and also all rights of any and all persons claiming under LESSEE.

SECTION 17 LESSOR'S RIGHT TO PERFORM

In the event that LESSEE by failing or neglecting to do or perform any act or thing provided in this Lease by it to be done or performed, shall be in default under this Lease and such failure shall continue for a period of thirty (30) days after written notice from LESSOR specifying the nature of the act or thing to be done or performed, then LESSOR may, but shall not be required to, do or perform or cause to be done or performed such act or thing (entering on the demised PREMISES for such purposes, if LESSOR shall so elect), and LESSOR shall not be or be held liable or in any way responsible for any loss, inconvenience, annoyance, or damage resulting to LESSEE on account of such election. LESSEE shall repay to LESSOR on demand the entire expense incurred on account of such election, including compensation to the agents and employees of LESSOR. Any act or thing done by LESSOR pursuant to the provisions of this Section shall not be or be construed as a waiver of any such default by LESSEE, or as a waiver of any covenant, term, or condition contained in this Lease, or of any other right or remedy of LESSOR, under this Lease or otherwise.

SECTION 18 DISPOSITION OF IMPROVEMENTS ON TERMINATION OF LEASE

On termination of this Lease for any cause, LESSOR shall become the owner of any building or improvements on the demised PREMISES. If the building extends onto other

property owned by the LESSEE under this Lease, the LESSEE shall convey to LESSOR, on termination, an undivided interest as tenant in common in all of the property covered by the building which bears the same proportion to the whole as the area of the demised PREMISES bears to the total area covered by any building.

SECTION 19

LESSEE'S RIGHT OF FIRST REFUSAL TO PURCHASE DEMISED PREMISES

If at any time during the term of this Lease Agreement LESSOR shall receive from any third party a bona fide offer to purchase the demised PREMISES at a price and on terms acceptable to LESSOR, LESSOR shall give written notice of the price and terms to LESSEE, and LESSEE shall have fifteen (15) days thereafter in which to execute a written agreement with LESSOR for the purchase of the demised PREMISES at that price and on those terms. If LESSOR shall so notify LESSEE and LESSEE shall fail to execute such agreement within the fifteen (15) day period, LESSOR shall thereafter be free to sell the property to the third party making the offer on the same terms and conditions set forth in the offer. If the property is so sold to such party, then all rights of LESSEE under this Section shall promptly terminate. If the property is not sold to the party making the offer, then LESSOR shall give LESSEE the same right to purchase the property on receiving any subsequent offer from any third party that is acceptable to LESSOR; provided, however, that LESSEE shall have the right to remove its improvements and equipment from the PREMISES if sold to a third party.

SECTION 20

ASSIGNMENT

LESSOR reserves the right to assign this Lease or to transfer title to the underlying fee at its sole discretion. LESSEE may assign its rights under the terms of this Lease only with written permission of LESSOR secured in advance of the transfer.

SECTION 21

LESSEE'S RIGHT TO SUBLET

With the exception of short-term field and pavilion rentals, LESSEE may not sublet all or any portion of the PREMISES for the remainder of the term without the written advance approval of LESSOR. Information concerning the proposed sub-LESSEE shall be given to LESSOR. LESSEE shall remain primarily liable for the performance of all obligations of this Lease required to be performed by LESSEE.

SECTION 22

MULTIPLE COPIES/RECORDING

Duplicate copies of this Lease may be executed, and each copy which is executed by LESSEE and LESSOR shall be deemed an original.

SECTION 23
MISCELLANEOUS

1. Entire Agreement. This Lease contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements with respect thereto.

2. Severability Clause. If any provision of this Lease is unenforceable or in violation of any law or public policy, then such provision shall be null and void and the balance of this Lease shall be construed as if such unenforceable provision were never included herein.

3. Modification of Agreement. This Lease shall not be amended, modified, terminated (except as provided above), or any of the provisions hereof waived without the same having been agreed to in writing by LESSOR and LESSEE, and any such amendment, modification, termination or waiver shall not be binding on LESSOR or LESSEE who is not a party thereto.

4. Additional Documents. LESSOR and LESSEE each agree to execute and deliver such estoppel certificates, as may be reasonably required by the other party, in connection with any sale, assignment or refinancing, such certificates to be given within thirty (30) days after a request thereof. Any such estoppel certificates may cover such matters as may be reasonably requested by the person desiring the estoppel including, without limitation, the remaining term, the amount of rent payable and the existence of any defaults.

5. Time is of the Essence. Time is of the essence of this Lease, and of each and every covenant, term, condition, and provision of this Lease.

6. Section Captions. The captions appearing under the section number designations of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.

7. Governing Law. It is agreed that this Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Missouri.

8. Memorandum of Lease. LESSEE may record this Lease, or at LESSEE's request, LESSOR and LESSEE shall execute a Memorandum of Lease, in recordable form, setting forth such terms and provisions of this Lease as LESSEE shall reasonably request, which Memorandum of Lease shall be recorded in the land records of St. Charles County, Missouri.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first herein written.

"LESSOR"

"LESSEE"

SEAL

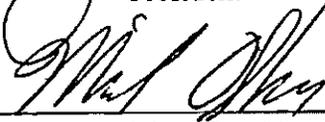
SEAL

DARDENNE COMMUNITY NOT FOR
PROFIT CORPORATION, d/b/a
the DARDENNE ATHLETIC ASSOCIATION

CITY OF DARDENNE PRAIRIE,
MISSOURI

By: 
President

By: 
Mayor

By: 
Vice - President

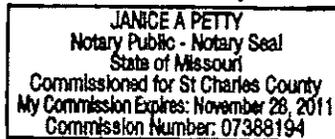
By: 
Treasurer

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

On this 20th day of February, 2008, before me personally appeared John Croak, to me personally known, who, being by me duly sworn, did say that he is the President of the DARDENNE PRAIRIE NOT FOR PROFIT CORPORATION, a Missouri not-for-profit corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors; and said John Croak acknowledged said instrument to be the free act and deed of said corporation.

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.

Janice A Petty
Notary Public



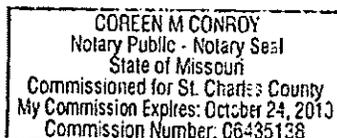
My Commission Expires:

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

On this 19th day of FEBRUARY, 2008, before me personally appeared MICHAEL O'SHEA, to me personally known, who, being by me duly sworn, did say that he is the Vice - President of the DARDENNE PRAIRIE NOT FOR PROFIT CORPORATION, a Missouri not-for-profit corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors; and said MICHAEL O'SHEA acknowledged said instrument to be the free act and deed of said corporation.

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.

Coreen M Conroy
Notary Public



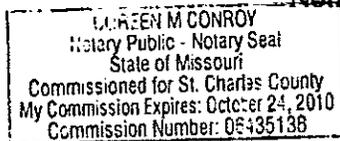
My Commission Expires:

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

On this 15th day of FEBRUARY, 2008, before me personally appeared WILLIAM COHEN, to me personally known, who, being by me duly sworn, did say that he is the Treasurer of the DARDENNE PRAIRIE NOT FOR PROFIT CORPORATION, a Missouri not-for-profit corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors; and said WILLIAM COHEN acknowledged said instrument to be the free act and deed of said corporation.

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.

Coreen M Conroy
Notary Public



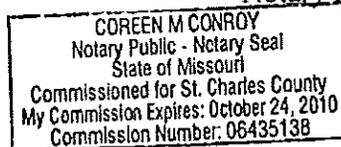
My Commission Expires:

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

On this 19th day of FEBRUARY, 2008, before me personally appeared PAMELA FOGARTY, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the CITY OF DARDENNE PRAIRIE, MISSOURI, a municipal corporation and city of the fourth class of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Aldermen; and said PAMELA FOGARTY acknowledged said instrument to be the free act and deed of said corporation.

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.

Coreen M Conroy
Notary Public



My Commission Expires:

A tract of land in Section No. One (1), Township 46 North, Range 2 East, being more particularly described as follows, to-wit: Beginning at an iron pipe on the West line of said Section One (1) North $0^{\circ} 37'$ East 507.2 feet from the Southwest corner of Section No. One (1); thence North $0^{\circ} 37'$ East 466.7 feet along the West line of Section No. One (1) to an iron pipe; thence South $89^{\circ} 23'$ East 466.7 feet to an iron pipe; thence South $0^{\circ} 37'$ West 466.7 feet to an iron pipe; thence north $89^{\circ} 23'$ West 266.7 feet to the place of beginning, containing five (5) acres.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE MAYOR TO NEGOTIATE AND ENTER INTO THE FIRST AMENDMENT TO THE GROUND LEASE AGREEMENT BETWEEN THE DARDENNE COMMUNITY NOT FOR PROFIT CORPORATION (DARDENNE ATHLETIC ASSOCIATION) AND THE CITY OF DARDENNE PRAIRIE, MISSOURI

WHEREAS, the City of Dardenne Prairie (“City”) and the Dardenne Community Not For Profit Corporation (d/b/a Dardenne Athletic Association (“DAA”)) entered into a ground lease agreement for a term of 99 years whereby the City has use of the leased premises except when the DAA is operating Youth Baseball & Softball Leagues; and

WHEREAS, the DAA, a volunteer organization, has operated Youth Baseball & Softball Leagues for the benefit of residents of Dardenne Prairie and surrounding communities since 1953; and

WHEREAS, the DAA now desires to entrust to the City’s Parks & Recreation Department the operation of the Youth Baseball & Softball leagues in Dardenne Prairie; and

WHEREAS, the City now desires to expand its Parks & Recreation programs to include operation of the Youth Baseball & Softball Leagues and other activities; and

WHEREAS, the Board of Aldermen believes that the Youth Baseball & Softball league operations, facilities and grounds management and expansion of the City’s Parks & Recreation Program can best be achieved by unifying control of the athletic fields and facilities under the City’s Parks & Recreation Department

WHEREAS, the Board of Aldermen of the City of Dardenne Prairie finds that it will promote the general welfare of the City to enter into the First Amendment to the Ground Lease Agreement

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

SECTION 1. That the form, terms, and provisions of the First Amendment to the Ground Lease Agreement attached hereto, marked as **Exhibit A**, and incorporated by reference herein, by and between the Dardenne Community Not For Profit Corporation (d/b/a Dardenne Athletic Association) and the City of Dardenne Prairie, Missouri, be and they hereby are approved and the Mayor is hereby authorized, empowered and directed to further negotiate,

execute, acknowledge, deliver and administer on behalf of the City such First Amendment to the Ground Lease Agreement in substantially the form attached hereto.

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

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

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

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

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

As Presiding Officer and as Mayor

Attest:

City Clerk

Approved this _____ day of _____, 2015.

Mayor

Attest:

City Clerk

"Exhibit A"

FIRST AMENDMENT TO GROUND LEASE AGREEMENT

This First Amendment (the "Amendment") is made and entered into on this ___ day of _____, 2015, to that certain Ground Lease Agreement (the "Lease") by and between the DARDENNE COMMUNITY NOT FOR PROFIT CORPORATION, d/b/a the DARDENNE ATHLETIC ASSOCIATION, a Missouri not-for-profit corporation (hereinafter called "LESSOR"), and the CITY OF DARDENNE PRAIRIE, MISSOURI, a fourth class city of the State of Missouri (hereinafter called "LESSEE"). (*All capitalized terms used herein shall have the meanings ascribed in the Lease, unless otherwise specifically indicated.*)

WITNESSETH:

WHEREAS, LESSOR is the owner of certain real property, consisting of approximately five (5) acres, more or less, located within the City of Dardenne Prairie, Missouri, and more specifically described on **Exhibit No. 1** to the Lease; and

WHEREAS, LESSOR and LESSEE entered into the Lease for the purpose of permitting LESSEE to use the PREMISES as a municipal recreational park and related purposes, subject to certain conditions set forth therein; and

WHEREAS, pursuant to the terms of the Lease, the LESSOR continued to have the right to use the PREMISES for baseball and softball practices and league play and LESSOR had priority use of the PREMISES for such purposes; and

WHEREAS, it is the desire of the Parties that LESSEE undertake the operation of the baseball and softball leagues operated by LESSOR since 1953 (the "Leagues") for the purpose of ensuring that youth league baseball and softball continue to be made available for the children of Dardenne Prairie and surrounding communities;

WHEREAS, Parties further desire to clarify the terms and conditions by which LESSEE may acquire from LESSOR the PREMISES, FACILITIES and ITEMS (hereinafter defined);

WHEREAS, pursuant to Section 70.220, RSMo., "Any municipality ... may contract and cooperate with ... any private ... association or corporation, for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service; provided, that the subject and purposes of any such contract or cooperative action made and entered into by such municipality or political subdivision shall be within the scope of the powers of such municipality or political subdivision."

NOW, THEREFORE, in consideration of the foregoing recitals, the agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LESSOR and LESSEE agree that the Lease be and is hereby amended as follows:

1. Lease, Location, Term, Use, Construction Standards. Subsection 3 of Section 1 of the Lease is hereby amended by deleting subsection 3 of Section 1 in its entirety and by substituting therefore the following new subsection 3 of Section 1:

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3. Use.

(a) LESSOR does hereby grant and the LESSEE shall have the exclusive right to use and occupy the demised PREMISES and FACILITIES and any improvements thereon solely for municipal recreational park and related purposes, which shall include, but are not necessarily limited to, games and practices for baseball, softball, soccer, football, athletic skills clinics, or other sports activities, community events, Easter Egg Hunts, community festivals, chili competitions, barbeque competitions, concerts and other activities of a civic nature undertaken by the LESSEE; *provided, however*, such use of the PREMISES shall not interfere with or inhibit the operation of the Leagues, or degrade the facilities or playing surfaces.

(b) LESSEE shall obtain any and all necessary zoning approvals, occupancy permits, and operating or environmental permits and approvals necessary for the uses specified above from all applicable interested local, state and federal governmental agencies, authorities, and instrumentalities at LESSEE's sole cost and expense. The description of the foregoing permits and approvals is intended to be in the manner of illustration and not in the manner of exclusive enumeration or limitation. LESSOR agrees, through its authorized officers, agents and employees, to cooperate with LESSEE in obtaining such permits and approvals to the extent necessary or required by the permitting or regulatory agency, authority or instrumentality from which permitting or approval is sought, whether by reason of LESSOR being the record owner of the PREMISES or otherwise.

(c) (1) Subject to the remaining provisions of this Subsection 3, on and after the Effective Date of the Amendment (hereinafter defined), LESSOR shall relinquish control of and transfer to LESSEE and LESSEE shall undertake the control, management and operation of the Leagues on the PREMISES for the 2016 Season and thereafter subject to further terms in Subparagraph (2), below and Section 19c, below.

(2) The Parties recognize that baseball and softball have been played by generations of youth in Dardenne Prairie. The Parties have the mutual expectation that future generations of youth will continue to enjoy participation in baseball and softball. The Parties acknowledge that communities' demographics and cultural norms change over time. Neither Party can foresee if sufficient numbers of boys and girls will continue to participate in baseball and softball. Neither Party can foresee if boys and girls and their families will choose to participate in baseball and softball leagues offered by LESSEE or will, instead, choose to participate in leagues or teams operated by other cities or entities. LESSEE undertakes its best efforts to maintain and promote baseball and softball leagues for children as part of the New Horizons League or other municipal or civic leagues. In the event that New Horizons League ceases to exist and other

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municipal or civic leagues do not immediately affiliate the Dardenne Prairie Youth Baseball and Softball teams, Lessee will undertake its best efforts to rejuvenate Youth Baseball and Softball League play in Dardenne Prairie. However, if the Leagues cease to operate at meaningful levels, LESSEE's best efforts notwithstanding, the LESSEE may continue to have the quiet enjoyment of the PREMISES and the FACILITIES under the Lease and to pursue other recreational activities making use of the PREMISES and the FACILITIES.

- (i) The control, management and operation of the Leagues for purposes of this Lease shall include, but is not necessarily limited to, coordinating participant registration, scheduling games and practices, issuing equipment to teams, maintaining fields of play, hiring/engagement of umpires, and such other undertakings as are required to operate the Leagues.
 - (ii) If, in spite of Lessee's best efforts to promote, operate and maintain participation in the New Horizons League or other municipal or civic leagues, the traditional spring and summer youth baseball and softball program ceases, Lessee will strive to create alternative recreational uses for the PREMISES and FACILITIES.
- (d) Immediately after the Effective Date of the Amendment, LESSOR will transfer to the custody of LESSEE for LESSEE's exclusive use: (i) all of LESSOR's furniture, fixtures, supplies, sheds and other buildings, bleachers and equipment, including, but not limited to, baseball and softball equipment, grounds maintenance equipment and supplies, and all other tangible assets of LESSOR used in the operation of the League, (the "Assets"); (ii) records relating to the operation of the Leagues, e.g. charts, Website FAQs and league information, lists and contact information for players and families, teams, and coaches (the "Records") (Subject to legal restrictions, if any, imposed by Privacy Laws). The Assets and Records shall be referred to as ITEMS. All such ITEMS transferred to LESSEE are understood to be in AS IS condition. Subsequent to transfer, LESSEE will be responsible for maintenance, repair and replacement of such ITEMS as may be needed to operate the League in accordance with the terms of this Amendment. ITEMS replaced at LESSEE's expense shall be the property of LESSEE. New items purchased by LESSEE shall be the property of LESSEE. Major assets of LESSOR, namely the gator, grooming machine, and operational Concession equipment (e.g., Coolers, Refrigerator, Freezer, Hot Dog and Cheese/Nacho Machines) will not be disposed of by LESSEE without prior consultation with LESSOR. If LESSOR objects to disposal of such major assets, LESSOR is responsible for removal of said assets from the PREMISES.

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- (i) During such time as the Leagues are under the management, operation and control of LESSEE, LESSOR agrees to consult with LESSEE, at reasonable times and from time-to-time, for the purpose of imparting information useful to the successful transfer from LESSOR to LESSEE of the management, operation and control of the Leagues.
 - (ii) During calendar year 2016 LESSOR will maintain its website (<http://www.leaguelineup.com/welcome.asp?url=dardenneaa&sid=620088461>) so as to redirect traffic to the website hereafter designated by LESSEE to be used by LESSEE in the operation of the Leagues.
- (e) During such time as the Leagues are under the management, operation and control of LESSEE, LESSEE shall be responsible for all expenses incurred in the operation of the Leagues.
- (f) Subject to the remaining provisions of this Subsection 3, LESSEE shall be entitled to sublicense the specific rights granted to it under this Section to use the PREMISES and the FACILITIES to any third party (a "Third Party User").
- (g) If and to the extent that the PREMISES or FACILITIES are used by LESSEE or any Third Party User during the Term, LESSEE will be responsible, or will cause the applicable Third Party User to be responsible, for all direct costs and expenses incurred by LESSOR and attributable to LESSEE's or Third Party User's use of the PREMISES or FACILITIES. As between LESSOR and LESSEE only, and subject to any protections to which LESSEE may be entitled by reason of the doctrine of sovereign immunity, official immunity and similar exceptions to liability by a political subdivision and/or public body, official or employee, LESSEE shall bear all responsibility and liability for all claims, losses, demands, rights, obligations, debts, expenses, causes of action, attorneys' fees and expenses or other liabilities of any kind or nature arising out of or otherwise in connection with the use of the PREMISES or FACILITIES by LESSEE, Third Party Users or any of their respective employees, agents, representatives, invitees, successors and assigns or description whatsoever. Nothing in this Section, or in this Lease, shall be deemed or construed as a waiver of sovereign immunity or any other doctrine or principle limiting liability or damages on the part of a political subdivision or its officers or employees.
- (h) Except as may otherwise be set forth in this Subsection 3, LESSEE shall have the exclusive right to use and occupy the PREMISES or FACILITIES during the Term.
- (i) LESSEE will be entitled to all revenue streams associated with the use of the PREMISES or FACILITIES and/or operation of the Leagues, including, but not necessarily limited to, registration fees, ticket sales, concessions, merchandise, sponsorships, parking, licensing fees and all forms of media and any future

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revenue streams not yet identified. Any decisions relating to the operation or sale of refreshment concessions or the sale of any other goods or merchandise and/or the location thereof, whether in conjunction with the use of the PREMISES or FACILITIES and/or operation of the Leagues or otherwise, shall be at the sole discretion of LESSEE.

(j) In recognition of the provisions of subparagraph (i), above, LESSEE agrees to pay certain reasonable expenses of LESSOR connected with LESSOR's ownership of the Premises, namely liability insurance premiums. LESSOR will provide LESSEE with a copy of the insurance policy and forecast of annual premiums to permit LESSEE to prepare its annual operating budget. LESSEE will pay the insurance premium bill directly to the insurance carrier. The Parties may, from time to time, negotiate the inclusion of other administrative expenses into this subparagraph.

2. Uses Prohibited. Subsection 1 of Section 4 of the Lease is hereby amended by deleting Subsection 1 of Section 4 in its entirety and by substituting therefore the following new Subsection 1 of Section 4:

1. LESSEE shall not use, or permit the demised PREMISES, or any part of the demised PREMISES, to be used, for any unlawful purpose or for any purpose or purposes other than the purpose or purposes for which the demised PREMISES are leased under this Lease. No use shall be made or permitted to be made of the demised PREMISES, or acts done, which will cause a cancellation of any insurance policy covering the improvements located on the PREMISES, or any part thereof, nor shall LESSEE sell, or permit to be kept, used, or sold, in or about the demised PREMISES, any article that may be prohibited by LESSEE or LESSOR's fire insurance policies.

Furthermore, the LESSEE shall make all reasonable efforts to maintain the PREMISES in good working order for use as baseball and softball fields during the season of play of the Leagues, and shall make reasonable efforts to prohibit the use of the PREMISES in any manner that would result in rendering the PREMISES unsuitable for use as baseball or softball fields during such season, except that nothing in this paragraph shall prohibit the LESSEE from constructing, improving or altering the PREMISES or any building or structures thereon consistent with the procedures and requirements of Section 8 of this Lease.

3. Agreement to Negotiate Conveyance and First Right of Refusal. Section 19 of the Lease is hereby amended by deleting Section 19 in its entirety and by substituting therefore the following new Section 19:

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SECTION 19

AGREEMENT TO NEGOTIATE CONVEYANCE OF THE PREMISES, FACILITIES AND ITEMS AND LESSEE'S RIGHT OF FIRST REFUSAL TO PURCHASE DEMISED PREMISES

1. The Parties agree to undertake, as quickly as is reasonable in the circumstances, to negotiate and, no later than November 30, 2016, (the "Negotiation Deadline") enter into an agreement acceptable to the Parties by which ownership of the ITEMS, PREMISES, FACILITIES, and certain other assets of LESSOR shall be conveyed to LESSEE.

(a) It is the intent of the Parties to establish a fair value for the ITEMS, PREMISES, FACILITIES, and certain other assets of LESSOR and to strive to agree on consideration for the conveyance of ownership of the ITEMS, PREMISES, FACILITIES, and certain other assets of LESSOR from LESSOR to LESSEE.

(b) It is the intent of the Parties that consideration paid by LESSEE for the conveyance of the ITEMS, PREMISES, FACILITIES, and certain other assets of LESSOR shall be in the form of capital improvements to the PREMISES AND FACILITIES and not by payment of money to LESSOR. Once the capital improvements have been made, LESSOR will transfer title of the ITEMS, PREMISES, FACILITIES, and certain other assets of LESSOR in Fee Simple Absolute to LESSEE by General Warranty Deed, Bill of Sale and such other documents evidencing conveyance as may otherwise be agreed upon by the Parties.

(c) The total value of the capital improvements to be made by LESSEE and number of years within which such improvements would be made will be the subject of negotiations and set forth in such agreements negotiated by the Parties.

(d) The Parties may undertake the process of identifying capital improvements that could be made over time and agree to confer regarding such potential improvements in advance of undertaking negotiations on fixing the value of consideration under subparagraph (a) above.

(e) Notwithstanding any other provision of this Lease to the contrary, should the Parties fail to enter into an agreement by the Negotiation Deadline pursuant to which the Assets will be conveyed to LESSEE, either Party shall have the right, at its sole discretion, to terminate this Lease upon providing thirty (30) days' notice thereof to the other Party.

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2. If at any time during the term of this Lease Agreement LESSOR shall receive from any third party a bona fide offer to purchase the demised PREMISES at a price and on terms acceptable to LESSOR, LESSOR shall give written notice of the price and terms to LESSEE, and LESSEE shall have thirty (30) days thereafter in which to execute a written agreement with LESSOR for the purchase of the demised PREMISES at that price and on those terms. If LESSOR shall so notify LESSEE and LESSEE shall fail to execute such agreement within the thirty (30) day period, LESSOR shall thereafter be free to sell the property to the third party making the offer on the same terms and conditions set forth in the offer. If the property is so sold to such party, then all rights of LESSEE under this Section shall promptly terminate. If the property is not sold to the party making the offer, then LESSOR shall give LESSEE the same right to purchase the property on receiving any subsequent offer from any third party that is acceptable to LESSOR; provided, however, that LESSEE shall have the right to remove its improvements and equipment from the PREMISES if sold to a third party.

Any other provision of this subsection 2 notwithstanding, LESSOR, its officers, agents or employees, shall not offer, negotiate or otherwise advertise the sale or lease of the PREMISES, FACILITIES or ITEMS to any third party prior to the Negotiation Deadline.

4. Time of the Essence. With regard to all dates and time periods set forth or referred to in this Amendment, time is of the essence.

5. Effective Date. The "Effective Date" of this Amendment shall be the first date that this Amendment has been duly executed by all the parties hereto; provided, however, notwithstanding the execution of this Amendment by the LESSEE, this Amendment shall not be effective nor binding on the LESSEE until authorized by an Ordinance of the LESSEE duly passed and adopted by the Board of Alderman and approved by the Mayor.

6. Lease Otherwise Unchanged. The Lease, as modified by this Amendment, is hereby ratified and confirmed, and except for the modifications contained in this Amendment, all other terms of the Lease shall remain unchanged and in full force and effect.

LESSOR

LESSEE

SEAL

SEAL

DARDENNE COMMUNITY NOT FOR
PROFIT CORPORATION, d/b/a
The DARDENNE ATHLETIC ASSOCIATION

CITY OF DARDENNE PRAIRIE,
MISSOURI

By: _____
Bill Cohen, President

By: _____
David C. Zucker, Mayor

FIRST AMENDMENT TO GROUND LEASE AGREEMENT

By: _____
Kim Schoenborn, Director

By: _____
Steve Schrage, Director

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

On this _____ day of _____, 2015, before me personally appeared Bill Cohen, to me personally known, who, being by me duly sworn, did say that he is the President of the DARDENNE COMMUNITY NOT FOR PROFIT CORPORATION, a Missouri not-for-profit corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors; and said Bill Cohen acknowledged said instrument to be the free act and deed of said corporation.

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 personally appeared David C. Zucker, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the CITY OF DARDENNE PRAIRIE, MISSOURI, a municipal corporation and city of the fourth class 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 on behalf of said City by authority of its Board of Aldermen; and said David C. Zucker 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:

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE,
MISSOURI, PROVIDING FOR THE APPROVAL AND
ACCEPTANCE OF THE DEDICATION OF THE STREETS
IN RONDAL COURT SUBDIVISION**

WHEREAS, pursuant to Chapter 445, RSMo., certain street rights-of-way described in the Recorded Plat for RONDAL COURT, as shown in Plat Book 42, Page 266, in the Office of the Recorder of Deeds in Saint Charles County, Missouri, (the "Record Plat"), were dedicated to become and hereafter to perpetually remain as a public roadway, street, street signs, sidewalks, and utility rights-of-way of the City; and

WHEREAS, in 2006 the City conducted an inspection of the streets dedicated on the Record Plat, and noted some deficiencies in a report made to the Board of Aldermen and to the developer; and

WHEREAS, the streets, curbs, storm sewers and related infrastructure have been in use for approximately 10 years; and

WHEREAS, the developer, Cissell Mueller Construction, Inc., represents that the construction of the streets and related infrastructure were performed in a sound manner; and

WHEREAS, the developer, Cissell Mueller Construction, Inc. and Robert Cissell and Duane Mueller have undertaken to repair or replace a section of Rodale Court street and related infrastructure of the occurrence of a Failure Event and to personally guarantee performance and payment as provided the Street Repair and Replacement Agreement, attached hereto as Exhibit A, and the terms of which are deemed satisfactory by the Board of Aldermen; and

WHEREAS, the City has conducted its final inspection of the streets dedicated on the Record Plat, and has recommended acceptance of the streets for maintenance.

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

SECTION 1. The City of Dardenne Prairie, Missouri does hereby accept the dedication of the streets in the RONDALE COURT Subdivision, a subdivision filed of record in Plat Book 42, Page 266, in the Office of the Recorder of Deeds in Saint Charles County, Missouri, are hereby accepted by the City of Dardenne Prairie for maintenance and public use.

SECTION 2. The Mayor of the City of Dardenne Prairie is hereby authorized on behalf of the City of Dardenne Prairie, Missouri to execute and administer the Street Repair and Replacement Agreement, attached hereto as Exhibit A and incorporated herein as if fully set forth.

SECTION 3. That from and after the approval of this Ordinance, the streets dedicated on the Record Plat shall become a part of the public street rights-of-way, street sign, sidewalk and general utility systems of the City of Dardenne Prairie, Missouri, in perpetuity.

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

SECTION 5. Effective Date: This Ordinance shall be in full force and take effect from and after its final passage and approval.

SECTION 6. Savings: Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

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

As Presiding officer and as Mayor

Approved this ____ day of _____, 2015.

Mayor

Attest: _____
City Clerk

"Exhibit A"
ORIGINAL

STREET REPAIR AND REPLACEMENT AGREEMENT

THIS STREET REPAIR AND REPLACEMENT AGREEMENT (this "**Agreement**") is made effective as of this 17th day of December, 2015 (the "**Effective Date**") by and between the City of Dardenne Prairie, Missouri, a political subdivision of the State of Missouri (the "**City**"), Cissell Mueller Construction, Inc., a Missouri corporation ("**Contractor**"), and, for the limited purpose set forth in Section 6 below, Robert D. Cissell ("**Cissell**") and Duane A. Mueller ("**Mueller**", and, together with Cissell referred to herein as the "**Guarantors**").

WHEREAS, on March 16, 2005, pursuant to Ordinance No. 856, the City approved the record plat for Dardenne Prairie Professional Park Subdivision (the "**Subdivision**"), the plat for such subdivision being found in the Office of the Recorder of Deeds of St. Charles County, Missouri at Plat Book 42, Page 266 (the "**Plat**"); and

WHEREAS, on the Plat is depicted a street named Rondale Court (the "**Street**") that was dedicated to the City for public use and maintenance in accordance with Sections 445.010, *et seq.*, RSMo., and Section 410.150 of the Municipal Code of the City of Dardenne Prairie, Missouri (the "**City Code**"); and

WHEREAS, in 2006, Contractor installed the Street and submitted it for inspection by the City and requested that the City accept the dedication of the Street; and

WHEREAS, upon inspection, and consistent with the requirements of the City Code, the City determined that the Street failed to meet the specifications set forth in the City Code for the City's acceptance of a public street, the deficiencies resulting in such failure having been set forth in letters from the City Engineer to the developer of the Subdivision. Such letters being on file in the office of the City Clerk; and

WHEREAS, the City and Contractor have determined that it is in each of their best interests for the City to accept the Street as a public street, subject to the terms and conditions set forth herein.

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

1. The City shall, concurrent with the Effective Date of this Agreement, take any and all such actions necessary to accept dedication of the Street for public use and maintenance. Except as expressly provided herein, from and after the Effective Date, the City shall maintain and exercise control over the Street as it would any other public street of the City.

2. For a period of ten (10) years from the Effective Date (the "**Term**"), in the event that a portion of the Street as shown in the cross-hatched area on Exhibit A attached hereto and incorporated by reference ("**Replacement Area**"), or any part thereof, experiences a Failure Event (hereinafter defined), Contractor shall, at Contractor's sole cost and expense, repair or replace the Replacement Area. Any such repair or replacement shall be performed in a good and workmanlike manner and in accordance with all applicable laws, codes, rules, statutes and regulations of governmental authorities having jurisdiction thereof, including but not necessarily limited to Sections 285.830, 290.250, 292.675 and 107.170 RSMo. Notwithstanding the foregoing, Contractor shall have no responsibility hereunder in connection with any replacement of the Replacement Area, or any portion thereof, arising from or caused by any damage caused by any negligence of the City, or their respective employees, agents, licensees or contractors.

For purposes of this Agreement, the term "Failure Event" shall mean any differential settlement of more than one (1) inch of any pavement slab, storm sewer structure or storm pipe section located within the Replacement Area, or any portion thereof.

3. The City agrees that in the event that the Replacement Area is required to be repaired or replaced hereunder during the Term due to a Failure Event, then the City shall provide to Contractor written notice of the Failure Event and all documentation reasonably available in support of such claim. Contractor shall have thirty (30) days from its receipt of said notice from the City to commence performing such repair or replacement, and subject to Section 4 of the Agreement, Contractor shall substantially complete any such repair or replacement required pursuant to this Agreement within ninety (90) days from receipt of the notice required pursuant to this Section.

4. The time within which Contractor is required to perform any repair or replacement pursuant to this Agreement shall be extended to the extent that performance of such act is delayed by Force Majeure, but only if such delay was beyond Contractor's reasonable control and was not caused by its fault or negligence. "Force Majeure" shall mean acts of god, fire, abnormal weather, explosion, terrorism, riot, war, labor disputes, governmental restrictions, inability to obtain necessary materials, or any other cause beyond such Contractor's reasonable control. Force Majeure does not apply to any failure to make a payment due hereunder. If performance is delayed due to Force Majeure, the period for performance shall be extended for a time equal to the time lost because of the Force Majeure. Contractor shall give prompt notice to the City of the delay and shall act in good faith and use due diligence to perform.

5. The failure of Contractor to comply with the requirements of this Agreement shall constitute a default of this Agreement. If Contractor is in default, then the City may, upon fifteen (15) days prior written notice to Contractor, proceed to perform or cause to be performed the repair or replacement of the Replacement Area, and shall be entitled to reimbursement from Contractor of all such sums expended by the City in relation to such repair or replacement within thirty (30) days of the City providing Contractor written notice of the demand (including reasonable evidence of amounts expended). Notwithstanding the foregoing, the cure right granted to the City pursuant to this Section may not be exercised, if, during the 15-day notice period, Contractor either (a) repairs or replaces the Replacement Area as required pursuant to this Agreement, or (b) if the default can be cured, but cannot reasonably be cured within the 15-day period, Contractor commences to cure the default within the 15-day period, and diligently pursues such cure to completion. The 15-day cure period and notice shall not be required if, in the City's reasonable judgment, an emergency exists which requires immediate attention, in which case, the City shall give whatever notice to Contractor is reasonable under the circumstances (including notice after the emergency has been alleviated).

6. Each of the Guarantors, in partial consideration of the benefits to be received hereunder by Contractor, which is acknowledged by the Guarantors to be an affiliate of the Guarantors, and other good and valuable consideration, the receipt of which is hereby acknowledged, unconditionally, expressly and absolutely guarantee the full and prompt payment by the Guarantors of the amounts deemed necessary by the City, in its sole discretion, and actually incurred by the City to complete the repair or replacement performed by the City pursuant to Section 5 of this Agreement. The Guarantors are jointly and severally liable with Contractor and with each other for performance under the terms of Section 5 of this Agreement.

The Guarantors expressly waive notice of nonperformance or default, by or on behalf of Contractor, and further expressly waive any legal obligation or necessity for the City to proceed first against the Contractor or to exhaust any remedy the City may have against the Contractor, it being understood that in the event of nonperformance or default in any respect by the

Contractor, the City may proceed and have right of action solely against either the Guarantors or the Contractor, or jointly against the Guarantors and the Contractor.

The Guarantors agree that any modification, waiver, or change to the Agreement or the Contractor's repair and replacement obligations, which the Contractor and the City may elect to make, shall not in any way affect or impair the unconditional liability of the Guarantors as guarantors to City. This guaranty shall continue until the termination date set forth in Section 7 of this Agreement. This guaranty shall be binding upon the heirs, legal representatives, successors, heirs and assigns of the Guarantors and shall inure to the benefit of the successors and assigns of the City.

7. The obligations of Contractor and Guarantors hereunder shall terminate on the date that is ten (10) years from the Effective Date without further action of the parties hereto.

8. Any notice required to be given must be deposited in the mail, postage prepaid, return receipt requested, addressed to the parties as indicated below and shall be deemed effective upon deposit in the mail.

If to the City: City of Dardenne Prairie, Missouri
2032 Hanley Road
Dardenne Prairie, Missouri 63368
Attn: Mayor

With copy to: Hazelwood & Weber LLC
200 N. 3rd St.
St. Charles, Missouri 63301
Attn: David T. Hamilton

If to Contractor: Cissell Mueller Construction, Inc.
5530 Salt River Road
St. Peters, Missouri 63376
Attn: Robert D. Cissell

If to Cissell: Robert D. Cissell
5530 Salt River Road
St. Peters, Missouri 63376

If to Mueller: Duane A. Mueller
5530 Salt River Road
St. Peters, Missouri 63376

or to such other place as either party shall from time to time direct by written notice to the other party.

9. Contractor does hereby release, and agree to indemnify and hold harmless the City, its officers, agents, public officials, servants, and employees from and of any and all liability, including, but not limited to damages, or claims for damages arising from, or as a result of, the actions or omission, whether negligent or not, of Contractor or its agents, contractors, or employees in connection with and during the repair and replacement of the Street, except any liability arising out of the willful negligence or intentional misconduct of the City, or its agents, contractors, or employees or due to a breach of this Agreement by the City.

10. In any legal action brought by any party hereto in any court to enforce the terms

of this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees.

11. This Agreement shall be construed in accordance with the laws of the State of Missouri.

12. This Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

13. This Agreement contains the entire agreement of the parties. It may not be changed orally but only by an agreement in writing signed by the parties hereto.

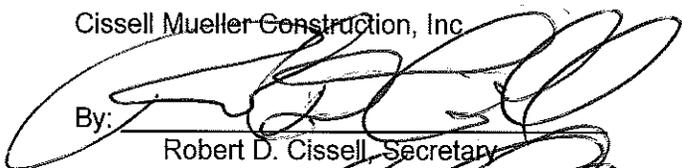
14. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

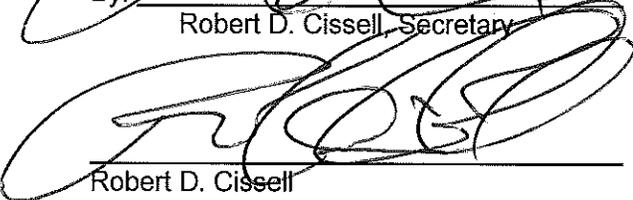
Contractor:

Cissell Mueller Construction, Inc

By:


Robert D. Cissell, Secretary

Cissell:


Robert D. Cissell

Mueller:


Duane A. Mueller

City:

City of Dardenne Prairie, Missouri

By:


David C. Zucker, Mayor

