

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

**BOARD OF ALDERMEN
WORKSHOP AGENDA
APRIL 6, 2016
5:30 p.m.**

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

ITEMS FOR DISCUSSION AND CONSIDERATION

1. Request from Cora Bopp Family Limited Partnership to continue the Public Hearing on the Application for Approval of an Area Plan/Planned Unit Development to the BOA meeting on April 20, 2016 (Mayor)
2. Applicant for Appointment – Planning & Zoning – Craig Stankovich
3. Applicant for Appointment – BaratHaven CID Board of Directors – Dale Grove
4. Authorize Contract with WMH Sports Services, LLC to manage and operate concession stand at City Hall Park (Mayor)
5. Advise the BOA of Mayor's intent to automatically extend the Grace Hauling Contract through November 2017 (Mayor)
6. 2016 Easter Egg Hunt/Arbor Day Summary (DeWinters)
7. Animal Regulations (Mayor)
8. Short Term Goals (0 – 3 year projects)
9. Long Term Goals (3 – 10 year projects)
10. Review of Board of Aldermen Meeting Agenda (04-06-16)

STAFF COMMUNICATIONS

1. City Attorney
2. City Engineer
3. Staff
4. Aldermen
5. Mayor

CLOSED SESSION

Roll call vote to hold closed session pursuant to RSMo 610.021 section _____

- Litigation and Privileged Communications (1)
- Real Estate (2)
- Personnel (3)
- Labor (9)
- Bid Specs (11)
- Audit (17)

RETURN TO REGULAR MEETING AGENDA

ADJOURNMENT

RBA FORM (OFFICE USE)

MEETING DATE: April 6, 2016

Regular () Work Session (X)

ATTACHMENT: YES (X) NO ()

Contract () Ordinance () Other (X)

Request for Board Action

By: Mayor ZUCKER

Ward: All

- **Description: Request from Cora Bopp Family Limited Partnership to continue the Public Hearing on the Application for Approval of an Area Plan/Planned Unit Development to the BOA meeting on April 20, 2016.**

Recommendation: Staff – Approve (X) Disapprove ()

- The BOA opened a Public Hearing on March 16, 2016 to consider the application for approval of an Area Plan/Planned Unit Development on 16 Acres at the NW corner of Bryan & Feise Rds.
- After hearing a presentation from the applicant Cora Bopp Family Limited Partnership and from members of the public and from City representatives, the BOA voted to continue the public hearing to the April 6 meeting so that a number of unresolved issues could be addressed by the parties.
- Several issues have been addressed but notably the traffic study and the matter of architectural standards require further work. In recognition of these facts, the applicant has requested continuance of the public hearing to April 20, 2016.
- The written request is attached.
- I recommend that the Board open the public hearing as previously scheduled, take comments from members of the public who wish to speak, and continue the public hearing by motion to the April 20 BOA meeting.
- Continuance of the public hearing will enable City Staff to conduct further discussions with the applicant and Walmart aimed at resolving the remaining issues.

- **Budget Impact: None.**

RBA requested by: Mayor Zucker

HUSCH BLACKWELL

Gary H. Feder
Senior Counsel

190 Carondelet Plaza, Suite 600
St. Louis, MO 63105
Direct: 314.480.1705
Fax: 314.480.1505
gary.feder@huschblackwell.com

March 30, 2016

VIA E-MAIL: mayorzucker@dardenneprairie.org

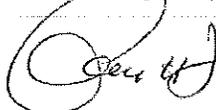
David C. Zucker
Mayor, City of Dardenne Prairie
706 Knollshire Way Ct.
Dardenne Prairie MO 63368

RE: Bill No. 16-10
Approval of PUD Area Plan
Cora Marie's Market Place

Dear Mayor Zucker:

As attorney for the applicant/owner, Cora Bopp Family Limited Partnership, I would request that consideration of the above captioned matter by the Board of Aldermen be continued from the Board of Aldermen agenda of April 6, 2016 until the next regularly scheduled Board of Aldermen meeting on April 20, 2016. The continuance will allow for timely submission of supplemental information to the City and the thorough review thereof by staff prior to the April 20 meeting. Please advise. Thank you for your consideration.

Yours very truly,



Gary H. Feder

/blc

cc: David Volz



Boards and Commissions Application for Appointment

- Board of Adjustment
 - Planning & Zoning
 - Other _____
- Please use Dardenne Prairie Volunteer Corp Application for general volunteer service

Please print or type

Name CRAIG STANKOVICH

Title: Mr. Ms. Mrs.

Home Address 34 BURGUNDY PLACE DR.

Length of time at this residence: 4 1/2 YEARS Ward: 3

Home Phone 636-284-7774 Cell Phone 314-973-5802 E-Mail STANKO753@SBCGLOBAL.NET

Education and General Qualifications

Occupation and Place of Employment:

RETIRED

Educational Background:

SOME COLLEGE, (WHAT I CONSIDER EDUCATION) U.S. ARMY
(2 YEARS) VIETNAM

Licenses held (If Applicable):

Special Skills and Qualifications:

Community Activities/Organizational Affiliations (Current):

BARATHAVEN CID BOARD, ST. CHARLES COUNTY MUSEUM COMMITTEE,
PRESIDENT U.F.C.W LOCAL 605 RETIREES CLUB.

Are you registered to vote in the City of Dardenne Prairie? Yes No

Are you willing to attend meetings on a regular basis? Yes No

Are you a citizen of the United States? Yes No

Have you ever been convicted of, or pleaded guilty to a crime? Yes No

(If yes, provide written details)

Are you a Permanent Resident of the United States? Yes No

Have you ever had a professional/occupational license revoked or suspended, as a result of disciplinary action? Yes No

Is there anything in your background that might become an embarrassment to you if it were to become public? Yes No

Are you a current employee of the City of Dardenne Prairie? Yes No

Are you a current employee of the U.S. Government? Yes No

Are you or a family member currently serving on a board? Yes No

If yes, please list the board(s) or commission(s)

BARATHAVEN CID BOARD

Have you ever served on a city, county or state board or commission? Yes No

If yes, please list the board(s) or commission(s) _____

Reasons you feel you are qualified to serve on the above Board/Commission/Committee (related background, interests, special skills or education, etc.):

DUE TO WORK AND FAMILY OBLIGATIONS I WAS NEVER ABLE TO GET INVOLVED IN CITY POLITICS. NOW THAT I AM RETIRED I HAVE THE TIME TO DEVOTE TO MY CITY.

WHEN I HEARD THERE WAS AN OPENING ON THE P+Z I THOUGHT THIS IS MY CHANCE.

I AM WILLING TO LEARN AND DO WHAT IT TAKES TO MAKE DARDENNE PRAIRIE A PLACE THAT PEOPLE CAN BE PROUD OF.

I certify that the facts and declarations contained in this application are true and correct to the best of my knowledge. I further authorize the investigation of all statements contained herein. I understand any personal references provided may be contacted to obtain any and all pertinent information. I hereby authorize the Missouri State Highway Patrol to conduct a criminal record check which will be released to the Mayor and Board of Aldermen to evaluate my application if deemed necessary. I understand that providing false responses may be cause to remove me from service on a board or commission, if appointed.

Signature

Craig Stankovich

Date

3 11 16

Please return this completed application to:

City Clerk Kim Clark
2032 Hanley Road
Dardenne Prairie, MO 63368

e-mail: cityclerk@dardenneprairie.org

fax 636-625-0077

Boards and Commissions Application for Appointment

DARDENNE



- Board of Adjustment
- Planning & Zoning
- Other BOARD OF DIRECTORS, BARATHAVEN CID
Please use Dardenne Prairie Volunteer Corp Application for general volunteer service

Please print or type

Name DALE M GROVE Title: Mr. Ms. Mrs.

Home Address 69 BURGUNDY PLACE DR. 63368

Length of time at this residence: 3 YRS Ward: 3

Home Phone _____ Cell Phone 314.922.7588 E-Mail DGROVE12@GMAIL.COM

Education and General Qualifications

Occupation and Place of Employment:

RETIRED

Educational Background:

MASTERS OF SCIENCE - UNIV. OF SOUTHERN CAL

Licenses held (If Applicable):

Special Skills and Qualifications:

Community Activities/Organizational Affiliations (Current):

TRUSTEE - BARATHAVEN HOA

Are you registered to vote in the City of Dardenne Prairie? Yes No

Are you willing to attend meetings on a regular basis? Yes No

Are you a citizen of the United States? Yes No

Have you ever been convicted of, or pleaded guilty to a crime? Yes No

(If yes, provide written details)

Are you a Permanent Resident of the United States? Yes No

Have you ever had a professional/occupational license revoked or suspended, as a result of disciplinary action? Yes No

Is there anything in your background that might become an embarrassment to you if it were to become public? Yes No

Are you a current employee of the City of Dardenne Prairie? Yes No

Are you a current employee of the U.S. Government? Yes No

Are you or a family member currently serving on a board? Yes No
If yes, please list the board(s) or commission(s)

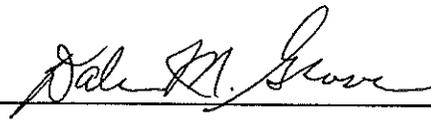
BARATHAVEN HOA

Have you ever served on a city, county or state board or commission? Yes No
If yes, please list the board(s) or commission(s)

Reasons you feel you are qualified to serve on the above Board/Commission/Committee (related background, interests, special skills or education, etc.):

SEE ATTACHED RESUME

I certify that the facts and declarations contained in this application are true and correct to the best of my knowledge. I further authorize the investigation of all statements contained herein. I understand any personal references provided may be contacted to obtain any and all pertinent information. I hereby authorize the Missouri State Highway Patrol to conduct a criminal record check which will be released to the Mayor and Board of Aldermen to evaluate my application if deemed necessary. I understand that providing false responses may be cause to remove me from service on a board or commission, if appointed.

Signature  Date 03 / 02 / 2016

Please return this completed application to:

City Clerk Kim Clark
2032 Hanley Road
Dardenne Prairie, MO 63368

e-mail: cityclerk@dardenneprairie.org

fax 636-625-0077

DALE M. GROVE
69 Burgundy Place Drive ~ Dardenne Prairie, MO 63368
314.922.7588
dgrove12@gmail.com

Key Career Accomplishments...

- ❑ United States Navy. Naval Aviator serving for over nine years including two tours in Southeast Asia. In addition, I was assigned as Program Director for the operational test and evaluation of the airborne Harpoon missile system. I established the budget and time line, set the cycle of events and test schedules, and ensured adequate quality assurance/control. The program was successfully completed on time and within the \$32 million budget.
- ❑ Upon leaving the Navy, I flew professionally for United Airlines, Southwestern Bell (AT&T) and as a contract pilot for several companies and individuals in the St. Louis area; lastly serving as Base Chief Pilot for a charter company that opened a base at Lambert Field. I officially retired from flying in September 2015.
- ❑ Started my own company in 1996 and successfully owned and managed it until its sale in 2013. I still consult with the company on a part-time basis.
- ❑ Served on the St. Alban's Country Club Board of Directors during the negotiations period when the membership bought the club from the St. Alban Partners. Served as the Head of the Midrise Committee for the Baywood Villages' Board of Directors. This community is a similar property to Barathaven with both condominiums and single family homes.

Professional Contributions to the Barathaven Community...

- ❑ *17 Years of business experience from startup to eventual sale including the construction of an 11,500 square foot building.*
- ❑ *Military leadership experience.*
- ❑ *Board of Director experience including the management of a property similar to ours.*

Education and Personal...

Masters of Science, Systems Management, University of Southern California
Bachelor of Science, Biological Sciences, Geneva College

I feel that I have the experience that would be an asset to the Barathaven Community. I was involved early in the Barathaven Villa Committee but accepted the chief pilot position that took far more of my time than expected and I removed myself from that committee. I still have the interest in helping our neighborhood and our community. I think I have the credentials, the energy, and now, the time.

I am married to my lovely wife, Trish, and we enjoy most outdoor activities including boating and golf. We are very family oriented and enjoy time with our children and grandchildren. If you have any questions, please do not hesitate to contact me.

RBA FORM (OFFICE USE)

MEETING DATE: **April 6, 2016**

Regular (X) Work Session (X)

ATTACHMENT: YES (X) NO ()

Contract (X) Ordinance (X) Other ()

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

Ward: All

- **Description: Authorize Contract with WMH Sports Services, LLC to manage and operate concession stand at City Hall Park**

Recommendation: Staff – Approve (X) Disapprove ()

- As part of the new operation of the Dardenne Prairie Parks & Recreation Department's Youth Baseball, Softball, and Coach Pitch/T-Ball program for the 2016 season we plan to provide food and beverage service from the City Park Concession Stand. In addition to 4 nights per week for approximately 12 weeks from April through mid-July, we also want to provide service for movies and concerts, Prairie Day, and other special events yet to be scheduled.
- We also want to offer food and beverage service for City Park patrons during the day coinciding with the public school summer recess period.
- We issued a Request for Proposals in February and received three proposals in response. We conducted discussions with all three offerors whom we deemed qualified to deliver services.
- We invited potential contractors to offer the City a percentage of the gross sales (less sales tax). WMH Sports Services, LLC proposed 20% in 2016, 22.5% in 2017, and 25% in 2018; The Knight of Columbus proposed 2%; Steak Louie, LLC proposed 10%.
- Proposed contract is attached.
- The contract is structured to allocate the risks of most of the uncertainties to the Contractor. Labor, materials, overhead etc. are borne by the Contractor.
- We expect to work with the Contractor to offer a variety of well-priced products and to fine tune the schedule to meet the public's patronage.

- **Budget Impact: Income to the City is TBD.**

RBA requested by: Mayor Zucker

RBA FORM (OFFICE USE)

MEETING DATE: **April 6, 2016**

Regular () Work Session (X)

ATTACHMENT: YES (X) NO ()

Contract (X) Ordinance () Other ()

Request for Board Action

By: Mayor ZUCKER

Ward: All

- **Description: Advise the BOA of Mayor's intent to automatically extend the Grace Hauling Contract through November 2017.**

Recommendation: Staff – Approve (X) Disapprove ()

- By Ordinance 1529, dated October 2010 the City of Dardenne Prairie authorized a five-year contract with Grace Hauling to provide trash pick-up services to the City's residents. The Contract was signed effective November 18, 2010, and provides for up to 4 annual renewals. Either party may opt out of the automatic annual renewal by providing written notice before May 18.
- Neither party opted out of the first automatic one-year renewal that runs from November 18, 2015 to November 18, 2016.
- The Mayor proposes to allow the 2nd automatic one-year renewal to take effect, thereby extending the contract to November 18, 2017.
- The original ordinance and contract with Grace Hauling is attached.
- This RBA is presented to invite the BOA to provide timely input regarding the extension of the Grace Hauling Contract.

- **Budget Impact: None.**

RBA requested by: Mayor Zucker

BILL NO. 10-69

ORDINANCE NO. 1529

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE,
MISSOURI, AUTHORIZING THE MAYOR AND/OR CITY
ADMINISTRATOR TO EXECUTE A CONTRACT WITH
GRACE HAULING, INC. FOR SOLID WASTE
COLLECTION, DISPOSAL AND RECYCLING SERVICES**

WHEREAS, Grace Hauling, Inc. owns and operates a solid waste collection system; and

WHEREAS, the City of Dardenne Prairie intends to offer solid waste collection and recycling services to its residents; and

WHEREAS, Missouri Revised Statutes Sections 70.220 through 70.325, as amended, authorize political subdivisions to contract and cooperate with any private corporation for the planning, development, construction, acquisition, or operation of any public improvement or facility, or for a common service; and

WHEREAS, Grace Hauling, Inc. is qualified to provide solid waste collection, disposal and recycling services, and the City has agreed to contract with Grace Hauling, Inc. to provide such services for City's residents upon the terms and conditions hereinafter set forth;

**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 Agreement attached hereto, marked as Exhibit "A", and incorporated by reference herein, by and between the City of Dardenne Prairie, Missouri, and Grace Hauling, Inc., be and they hereby are approved and the Mayor and/or City Administrator are hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Agreement in substantially the form attached hereto.

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

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

SECTION 4. Severability Clause: If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of

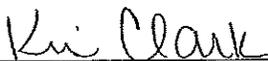
the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

Read two times, passed, and approved this 20th day of October, 2010.



As Presiding Officer and as Mayor

Attest:



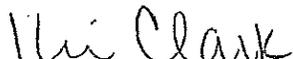
City Clerk

Approved this 20th day of October, 2010.



Mayor

Attest:



City Clerk

"Exhibit A"

AGREEMENT FOR SOLID WASTE COLLECTION AND DISPOSAL

This Agreement for Solid Waste Collection and Disposal (the "Agreement"), is made and entered as of the 18th day of November, 2010, by and between the City of Dardenne Prairie, Missouri, a municipal corporation of the State of Missouri ("Dardenne Prairie"), and the Grace Hauling, Inc., a Missouri corporation ("Grace").

WITNESSETH:

WHEREAS, Grace owns and operates a solid waste collection system; and

WHEREAS, Dardenne Prairie intends to offer solid waste collection and recycling services to its residents; and

WHEREAS, Missouri Revised Statutes Sections 70.220 through 70.325, as amended, authorize political subdivisions to contract and cooperate with any private corporation for the planning, development, construction, acquisition, or operation of any public improvement or facility, or for a common service; and

WHEREAS, Grace is qualified to provide solid waste collection, disposal and recycling services, and Dardenne Prairie has agreed to contract with Grace to provide such services for Dardenne Prairie residents upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, the mutual agreements and covenants hereinafter contained, Dardenne Prairie, for itself, its successors and assigns, and Grace, for itself, its successors and assigns, each intending to be legally bound, hereby agree as follows:

1. Definitions. The following terms, as used herein, shall have the following meanings:

"Approved Household Service Carts" shall consist of receptacles for solid waste intended primarily for household use, equipped with handles and wheels of a capacity not exceeding 100 gallons, capable of being wheeled by one person and dumped into trash collection trucks by one person with the use of special equipment installed upon such trucks. An "approved household service cart" shall meet the above description and, in addition thereto, be approved by Dardenne Prairie and Grace and be compatible with the equipment installed on Grace's trash collection trucks.

"Bulk Container" (commonly known as "Dumpsters") shall refer to all units designed for receipt of Solid Waste in common containers of one cubic yard or more in capacity, as typically used in apartment complexes, mobile home parks or areas of high density housing requiring the use of mechanical dumping devices to be emptied. These containers will be emptied on an as needed basis. "As needed basis" means sufficient frequency to prevent bulk containers from overflowing or creating unpleasant sights or odors.

Bulk container service shall be charged by cost per household unit per month. In addition, the charge shall include cost of providing recycling service to those units utilizing dumpster service, and the cost of the recycling program shall be charged per household unit per month.

"Bulky Solid Waste" shall consist of all uncontained household items such as furniture, carpeting, and similar items, but does not include White Goods as defined herein, automobiles, motors, rocks, stone and dirt. Lumber, boards and tree limbs in excess of 6" in diameter shall be collected only if cut five feet or less in length and two feet or less in diameter.

"Bulky Solid Waste Pickup" shall consist of collection and disposal of Bulky Solid Waste which will not fit in a Bulk Container, but which is capable of being carried to the curbside by two persons. Bulky Solid Waste shall include such items as household equipment, furniture, and rugs, but shall not include White Goods, tires, or lead-acid batteries.

"Construction and Demolition Waste" shall mean waste materials from the demolition and construction of residential, industrial, or commercial structures.

"Contained Solid Waste" shall be any solid waste placed in any Household Service Carts provided by Grace.

"Contract" or "Agreement" shall have the same meaning. The Agreement consists of the following: the attached Proposal of Grace, Notice to Proceed, Route Schedules and Change Orders. These form the Agreement whereby Grace shall provide all labor, equipment, tools and materials and perform all work necessary to satisfactorily accomplish solid waste collection, disposal and recycling service for Dardenne Prairie.

"Dardenne Prairie" shall mean the City of Dardenne Prairie, Missouri, a political subdivision and fourth class city of the State of Missouri.

"Dardenne Prairie Facilities/Property Pickup" shall consist of the provision of Bulk Containers at locations designated by Dardenne Prairie, and collection and disposal of all solid waste in Bulk Containers at Dardenne Prairie owned locations.

"Dardenne Prairie Sponsored/Sanctioned Special Event Pickup" shall consist of the provision of adequate Bulk Containers and the collection and disposal of solid waste during Dardenne Prairie Sponsored/Sanctioned Special Events. Dardenne Prairie Sponsored/Sanctioned Special Events shall include the Prairie Days Festival.

"Curbside Container Service" shall refer to all units placing solid waste in containers capable of being emptied or designed to be emptied manually by one person.

"Curbside Recycling Pickup" shall consist of single stream collection and disposal of Recyclable Waste. This service shall be provided to all residents as part of the basic service. Recyclable materials placed for pickup in Household Service Carts shall be sorted at a processing facility acceptable to Dardenne Prairie.

"Grace" shall mean the Grace Hauling, Inc., a Missouri Corporation which is in the business of providing collection and hauling services for disposal of Solid Waste.

"Handicap Pickup" shall consist of residential disposal service provided to a point other than the street right-of-way or curbside, when the recipient of the service is not capable of placing Household Service Carts at the curbside or street right-of-way because of a physical disability.

"Hazardous Waste" shall mean any waste or combination of wastes which:

(i) is defined as such by federal law, or applicable state or local laws, or the rules and regulations promulgated thereunder; or

(ii) because of its quantity, concentration, or physical, chemical or infectious characteristics has been determined by the Hazardous Waste Management Commission of the State of Missouri to be such as may cause or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating illness; or pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise improperly managed; or

(iii) is identified or listed as a hazardous waste by the administrator, U.S. Environmental Protection Agency (hereinafter called "EPA"), pursuant to the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. § 6901 et seq.; or

(iv) is required to be accompanied by a written manifest or shipping document describing the waste as "hazardous waste" pursuant to any applicable state or federal law, including, but not limited to, the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and the Hazardous and Solid Waste Amendments of 1984 42 U.S.C. § 6901 et seq. and the applicable state and federal rules and regulations promulgated thereunder; or

(v) contains polychlorinated biphenyls or any other substance, the storage, treatment or disposal of which is subject to regulation under the Federal Toxic Substances Control Act as amended, 15 U.S.C. § 2601 et seq., and applicable state and federal rules and regulations promulgated thereunder; or

(vi) contains a "reportable quantity" of one or more "hazardous substances", as defined in the federal Comprehensive Response, Compensation and Liability Act as amended, 42 U.S.C. § 9601 et seq., and the applicable state and federal regulations promulgated thereunder or as defined under any other applicable Federal or State law and the rules and regulations promulgated thereunder; or

(vii) contains a radioactive material the storage or disposal of which is subject to federal law, or applicable state or local laws, or the rules and regulations promulgated thereunder.

"Household Unit" or "Household Units" shall mean any room or grouping of rooms located within a building or mobile home and forming a single housekeeping unit with facilities which are used, or intended to be used, for living, sleeping, cooking and eating by any number of individuals living together as a single unit utilizing an Approved Household Service Cart.

"Notice to Proceed" or "Notice" shall mean a written notice to Grace issued and signed by the Dardenne Prairie City Administrator or his authorized agent stating the date on which Grace is to begin work. The date set forth in the Notice shall be considered as the official starting date and the Contract time shall be computed from this date.

"Recyclable Waste" shall mean single stream material such as steel, cardboard, paperboard, office paper, mixed paper, glass containers, aluminum containers and cans, plastic bags and containers, newspapers. Included at a minimum are newspapers, paper, glass jars and bottles, tin, steel and aluminum cans and #1 and #2 plastic bottles. Grace's recycling facility shall make every attempt to recycle all non-contaminated recyclable waste.

"Residential Properties" shall consist of those properties used predominantly for the purpose of maintaining a Household Unit or Household Units. This includes single family structures and multi-family structures. Commercial or industrial use properties are excluded from this definition.

"Single Stream Material" shall mean recyclable materials commingled in Household Service Carts intended for the collection of Recyclable Waste.

"Solid Waste" or "Solid Wastes" shall mean all putrescible and non-putrescible, combustible and non-combustible materials discarded by private residents and commercial occupants of buildings, including but not limited to, garbage, refuse, and other discarded materials including household furniture, excluding, however, Hazardous Waste, Toxic Waste, Construction and Demolition Waste, Special Waste and Recyclable Waste.

"Solid Waste Collection" shall consist of collection and disposal of all Solid Waste which will fit in Household Service Carts as defined in this Agreement.

"Solid Waste Collection Fee" shall mean any fee assessed to residents of Dardenne Prairie for any Solid Waste Collection services provided by Grace, which fee shall be payable by the resident/customer to Grace.

"Special Waste" shall mean any waste which is:

(i) defined as such by federal law, or the applicable state and local laws, or rules and regulations promulgated thereunder; or

(ii) medical waste, including infectious waste as such term is defined by Section 260.36(13) RSMo., or pathological waste from laboratories, research facilities, and health and veterinary facilities; or

(iii) dead animals and/or slaughterhouse waste; or

(iv) sludge waste, including water supply treatment plant sludges and stabilized and/or unstabilized sludges from municipal or industrial wastewater treatment plants; or

(v) any waste material that is determined to be or contain "free liquid" by the paint filter test (EPA Method 9095); or

(vi) waste from an industrial process; or

(vii) waste from a pollution control process; or

(viii) waste transported in bulk tanker; or

(ix) friable and/or nonfriable asbestos waste; or

(x) empty containers other than household containers which have been used for pesticides, herbicides, fungicides or rodenticides; or

(xi) containerized waste (e.g., a drum, barrel, portable tank, box, pail, etc.) of a type listed in this definition; or residue or debris from the cleanup of a spill or release of chemical substances, commercial products or other listed in this definition; or

(xii) soil, water residue, debris or articles which are contaminated from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation, or disposal of wastes listed in this definition, including soil, contaminated from underground storage tanks used or formerly used for the storage of petroleum products; or

(xiii) banned wastes; lead acid batteries, waste oil, tires and major appliances, including clothes washers and dryers, water heaters, trash compactors, dishwashers, conventional ovens, ranges, stoves, woodstoves, air conditioners, refrigerators and freezers which under applicable federal or state statutes, or regulations promulgated thereunder, may not be disposed of at a sanitary landfill.

"Statistical Reports" shall consist of reports to Dardenne Prairie on a quarterly basis for each month during the term of the Contract. The report shall consist of estimates of weights of materials collected monthly. Each quarterly report shall provide prior quarterly totals and year to date totals. The number of White Goods, Yard Waste and Bulky Solid Waste collected shall be included. Monthly residential complaint reports shall be provided.

"Street Collection" shall mean the Solid Waste Collection from a public right of way in which the collection point is that area closest to the traveled thoroughfare which does not block traffic.

"Toxic Waste" refers to any waste which is defined or determined to constitute toxic waste under the provisions of any federal law, or applicable state or local law, or rules and regulations promulgated thereunder.

"White Goods" shall consist of household appliances such as refrigerators, stoves, dishwashers, hot water heaters and other similar household devices, not capable of being directly disposed of in a sanitary landfill.

"Yard Waste Pickup" shall consist of collection and disposal of biodegradable Yard Waste bags holding grass, leaves, or similar garden waste. Grace shall provide Yard Waste Pickup once per week, except from December through February. During the months of December through February, the collection and disposal of biodegradable Yard Waste shall be made upon request of the resident/customer to Grace. Disposal shall be at a site approved by Dardenne Prairie. Yard Waste shall consist of grass, leaves, limbs bundled in lengths of no greater than three feet, two feet in diameter, and weighing no greater than seventy-five (75) pounds.

"Yard Waste" shall mean leaves, grass clippings, yard and garden vegetation and Christmas trees. The term does not include stumps, roots or shrubs with intact root balls, or tree wood greater than 6" in diameter.

2. Service.

A. Residential Solid Waste. Grace agrees to make solid waste collections on a regular schedule of not less than once per week from each single family residence within Dardenne Prairie. Such solid waste collections shall occur every Monday or Tuesday unless and except when such day constitutes a recognized holiday as described in paragraph 10 of this Agreement. Upon reasonable notice, collection days may be changed during the term of this Agreement.

Grace shall furnish each residence with one, ninety-six (96) gallon Approved Household Service Cart, and may charge an amount in addition to the base service fee for the pick-up and sanitation of the Household Service Cart. The initial delivery fee for the Household Service Cart shall be waived.

Bulk Container (Dumpster) multi-family residential service will be collected on an as needed basis. "As needed basis" means sufficient frequency to prevent bulk containers from overflowing or creating unpleasant sights or odors.

B. Yard Waste. Grace agrees to perform Yard Waste Pickup, for an additional fee, on a regular schedule of not less than one time per week from each Household

Unit within Dardenne Prairie. The Yard Waste collection shall occur on Wednesday of each week unless and except when such day constitutes a recognized holiday as described in Paragraph 10 of this Agreement.

C. Bulk Item Pick-Up. Grace agrees to make collections of Bulky Solid Waste on either Monday or Tuesday of each week for an additional fee, and only upon the request of the resident/customer. White Goods pick-ups will be made on Mondays for an additional fee, and only upon the request of the resident/customer.

D. Recyclable Waste. Grace agrees to collect Recyclable Waste on a regular schedule of not less than once per week from each single family residence within Dardenne Prairie. Such Recyclable Waste Collection shall occur every Thursday or Friday unless and except when such day constitutes a recognized holiday as described in paragraph 10 of this Agreement. Upon reasonable notice, collection days may be changed during the term of this Agreement.

Grace shall furnish each residence with one, ninety-six (96) gallon Recyclable Waste Household Service Cart. The initial delivery fee for the container shall be waived.

E. Excluded Services. The parties hereto agree and understand that this Agreement expressly excludes the collection or disposal of Hazardous Waste, Toxic Waste, Construction and Demolition Waste, and Special Waste from any waste collection and disposal services provided pursuant to this Agreement.

3. Billing and Payments.

A. Grace agrees to prepare, mail and collect user fees, including the assumption of bad debt. Charges to residents shall accrue monthly and be billed quarterly. No resident shall be deemed in default unless and until service fees and other sums due pursuant to this Agreement are not paid within thirty (30) days of receipt of the invoice therefor, and if not paid within such thirty (30) day period, may from the date of the invoice therefor bear interest at a rate not to exceed ten percent (10%) per annum which sum shall be charged and added thereto.

B. Grace shall begin service on January 3, 2010.

D. The base service fee shall include Solid Waste Collection Fee and fees for Curbside Recycling Pickup. Grace agrees to provide a reduced base service fee to senior citizens. For purposes of this Agreement, a "senior citizen" is any person aged sixty years or more. Additional fees may be charged for Bulky Solid Waste Pickup, White Goods Pickup and Yard Waste Pickup. All fees shall be as set forth in the Proposal.

4. General Provisions.

A. Affirmative Action in Employment. Grace shall not discriminate against any worker, employee or applicant, or any member of the public because of the race, creed, color, religion, sex or national origin, nor otherwise commit an unfair employment practice. Grace shall affirmatively take action to ensure that employees are dealt with during employment

without regard to race, creed, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demoting or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. Grace further agrees that this clause shall be incorporated in all subcontracts entered into with suppliers of materials or services and all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Contract.

B. Laws to be Observed. Grace shall at all times observe and comply with all Federal and State laws, orders and regulations.

C. Taxes. Grace shall pay all Federal, State and Local taxes which may be chargeable against the performance of the work.

D. Permits. Grace shall obtain at its own expense all permits and licenses required by law and maintain same in full force and effect throughout the term of this Contract. Grace shall also pay all fees associated with permits and licenses required for the work to be performed.

E. Personal Liability of Public Officials. Neither the Dardenne Prairie Mayor, Board of Aldermen, City Administrator nor any of their respective assistants or employees or agents shall be personally responsible for any liability arising or growing out of the Contract or operations of Grace under the terms of this Contract.

F. City Not Liable for Delays. It is further expressly agreed that in no event shall Dardenne Prairie be liable for or responsible to Grace, any subcontractor or to any other person for or on account of any stoppage or delay in the work herein provided for by injunction or other legal or equitable proceedings or on account of any delay for any cause over which Dardenne Prairie has no control.

G. Indemnification of Dardenne Prairie Against Liability. Grace agrees to indemnify and save harmless Dardenne Prairie, its officers, agents and employees, from all suits including attorneys' fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract, or on account of any act, claim or amount arising or recovered under Workmen's Compensation law or arising out of the failure of Grace or those acting under Grace to conform to any statutes, ordinances, regulations, law or court decree. It is the intent of the parties to this Contract that Dardenne Prairie shall, in all instances except for loss or damage resulting from the negligence of Dardenne Prairie, be indemnified against all liability loss or damage of any nature whatsoever for or on account of any injuries or death of person or damages to or destruction of property belonging to any person arising out of or in any way connected with the performance of this Contract. The foregoing terms of this subparagraph are hereinafter referred to as the "Contract of Indemnity". It is agreed that Grace will be responsible for primary loss investigation, defense and judgment costs where this Contract of Indemnity applies.

H. Accidents. Although Grace shall retain full responsibility for resolution of all claims of damage to private property, Dardenne Prairie may require a written explanation of the circumstances relating to the damage, the results of any investigation and disposition of the claim. Grace shall notify the property owner or resident in writing within ten (10) working days of the disposition or resolution of the claim. If Grace assumes responsibility for the damages, the notification shall include a date by which remedial action shall be completed.

If Grace denies responsibility for the damages, the written notification must include options available to the citizen to appeal the decision. These options may be internal appeals within Grace or external legal remedies.

I. Breach of Contract.

(a) If Grace fails to collect all the Solid Waste appropriate for collection that is presented for collection on the day it is presented, Dardenne Prairie may take any of the following actions:

(i) Employ such means as it may deem advisable and appropriate to continue work until the matter is resolved and Grace is again able to carry out operations under this Contract; or

(ii) Deduct any and all operating expenses incurred by Dardenne Prairie from the fees due Grace hereunder.

(b) In the event Grace shall be adjudged bankrupt, either by voluntary or involuntary proceedings, then this Contract may at the option of Dardenne Prairie immediately terminate and in no event shall this Contract be, or be treated as, an asset of Grace after adjudication of bankruptcy.

(c) All terms, conditions and specifications of the Contract are considered material, and failure to perform any part of the Contract shall be considered a breach of Contract. Should Grace fail to perform any of its Contractual obligations, Dardenne Prairie may, at its option terminate the Contract after written notification to Grace of the violation and upon failure of Grace to remedy the violation within a reasonable time after receipt of such notification.

(d) Grace shall not be liable for the failure to perform the duties required by this Contract if such failure is caused by a catastrophe, act of war, act of God or similar contingency beyond the control of Grace provided, however, Grace resumes service as soon after the condition that caused suspension of service has ended and thereafter collects all accumulated Solid Waste by the next scheduled pick up date.

J. Modification. If a change in specifications is required by Dardenne Prairie, or by Federal or State regulation or legislation, which materially differ from those indicated in the Contract and would cause an increase in Grace's proposed fees for

accomplishing the work, new unit prices or a lump sum cost shall be negotiated before such change is implemented.

K. Claims. Grace shall pay all just claims due for the payment of all employees for labor that shall be performed, for the payment of all material and equipment furnished and for the payment of material and equipment rental which is actually used or rented in the performance of this Contract. Grace shall furnish, upon request by Dardenne Prairie, satisfactory evidence that all of said persons have been fully paid.

L. Program Indoctrination. Grace acknowledges that this is new Dardenne Prairie service which Dardenne Prairie will coordinate with Dardenne Prairie's citizens and Grace. As part of this Agreement, Grace shall provide Dardenne Prairie with a detailed plan for familiarizing residents with its available programs and services prior to implementation and during the initial three (3) months of the Contract. Thereafter, Grace shall be expected to cooperate with Dardenne Prairie and its citizens in carrying out the basic task of collection of all residential Solid Waste and Recyclable Waste from designated Household Units.

Grace shall make every reasonable effort to serve the customers regardless of any error allegedly committed by customers and regardless of error in the customer's efforts to prepare the Solid Waste and Recyclable Waste for pick up. Grace shall notify Dardenne Prairie of any customer's repeated or gross mistakes.

Dardenne Prairie and Grace shall cooperate and encourage the customer to comply with regulations by providing instructions, public relations, educational materials both general and specific. Dardenne Prairie shall also make personal contacts with violators as the need arises.

5. Performance of the Work. Grace shall forfeit the following sums to Dardenne Prairie as liquidated damages for failure to perform the stated services for each and every day that it fails to comply with the provisions of this Agreement:

A. Grace shall forfeit the sum of twenty-five dollars (\$25) as liquidated damages to Dardenne Prairie for each home missed on any collection day; and

B. Grace shall forfeit the sum of one hundred dollars (\$100) as liquidated damages to Dardenne Prairie for each home missed on any collection day two or more times in a four week period; and

C. Grace shall forfeit the sum of one thousand dollars (\$1,000) as liquidated damages to Dardenne Prairie for each and every instance that Grace fails to complete the collection of Solid Waste or Recyclable Waste from more than twenty (20) Household Units on the scheduled day as required under the terms of this Agreement; and

D. Grace shall forfeit the sum of two thousand five hundred dollars (\$2,500) as liquidated damages to Dardenne Prairie for each and every instance that Grace fails to complete the collection of Solid Waste or Recyclable Waste from more than twenty (20)

Household Units on the scheduled day as required under the terms of this Agreement more than two (2) times in an eight (8) week period.

The City Administrator, or his authorized representative, shall be obligated to advise Grace of Dardenne Prairie's intention to impose such forfeiture and the reasons therefore. Grace shall have the right to a meeting with the City Administrator prior to final imposition of liquidated damages hereunder and may request such a meeting, in writing, within five (5) business days of receipt of notice.

6. Solid Waste Collection and Disposal Services Special Provisions.

A. Properties to Be Served. Grace shall collect and haul all Solid Waste collected under the terms of this Agreement and placed on public right-of-way in an Approved Household Service Cart within Dardenne Prairie's limits and immediately remove and dispose of it in a manner and method both lawful and permitted under the laws and regulations of the State of Missouri, the Solid Waste Management District, and the Rules of Solid Waste Management and Disposal as promulgated by the Missouri Department of Natural Resources. The parties hereto acknowledge that areas which are annexed by Dardenne Prairie may be subject to statutory limits on Dardenne Prairie's ability to require the annexed areas to use Grace's services.

B. Dardenne Prairie Sites to Be Served. Grace shall provide, at no cost, collection service for the following facilities of Dardenne Prairie: the Dardenne Prairie City Hall at 2032 Hanley Road. Collection at such facilities shall be in containers of sufficient size and volume to handle the Solid Waste generated by such facilities; provided, however, that if it is necessary to dispose of any solid waste generated by Dardenne Prairie at a hazardous waste landfill, any additional charges necessitated thereby shall be paid by Dardenne Prairie. This shall also include any City facilities that may be designated in the future. Grace further agrees to provide, at no cost to Dardenne Prairie and upon Dardenne Prairie providing 15 days' notice thereof, Dardenne Prairie Sponsored/Sanctioned Special Event Pickup on at least two occasions per calendar year.

C. Approximate Number of Household Units to be Served in the Solid Waste Collection. At the time of execution of this Contract, the approximate number of household units to be served in the Solid Waste Collection is 3,800 with 225 new Household Units anticipated during the term of this Agreement.

D. Handicap Pickup. Dardenne Prairie requires Grace to provide Handicap Pickup, and to be cooperative with those residents/customers who are unable to place Household Service Carts at the curbside due to physical impairment. Grace is required to make arrangements with these residents/customers to pick up Household Service Carts at the residences as assistance to the handicapped. Dardenne Prairie will assist Grace in making these arrangements when necessary.

B. Containers. Grace is not required to collect from containers other than those identified herein. Owners of Household Service Carts which have ragged or sharp edges or other defects liable to hamper or injure Grace's employees, shall be notified in writing by Grace with copy to Dardenne Prairie to replace the defective Household Service Cart(s).

F. Loading and Transportation of Solid Waste. Care shall be taken in loading and transportation of Solid Waste so that none of it is scattered or spilled either on private property or public streets. Any solid waste spilled by Grace shall be immediately picked up and removed by Grace.

G. Collection Routes. Dardenne Prairie shall provide Grace with maps and a resident list upon request which delineate the collection area. Using a logical common-sense approach based on experience, Grace shall divide the area into balanced geographic areas of approximately equal size on which collection routes shall be established. Grace shall proceed with determining the appropriate route scheduling for all of the collection area.

H. Collection Hours. Collection crews of Grace may not begin work on any route before 7:00 a.m. and must be completed by 6:00 p.m. Dardenne Prairie may grant exceptions from the foregoing time limitations if Dardenne Prairie determines a situation exists which warrants such exception. Approval of such exceptions shall not unreasonably be withheld by Dardenne Prairie. Notwithstanding the foregoing, collections on Sundays are prohibited unless Grace requests an exception and Dardenne Prairie grants the request. Service shall be provided as quietly as possible and in any event in a manner consistent with applicable City noise regulations.

I. Collection Schedule. Grace agrees to provide to all occupants of household units within Dardenne Prairie solid waste removal and disposal service on the same day(s) of each week.

J. Collection Calendar. Grace shall produce an information collection calendar on an annual basis each year of the Contract to Dardenne Prairie. The calendar shall provide information appropriate for designated routes and days of service. The information on the calendar shall include, but not be limited to:

- (i) Designated pickup days for recycling, yard wastes, trash and bulk items.
- (ii) Dates for special pickup days and other important waste removal information.
- (iii) Phone number, address and hours of operation of Grace Solid Waste collection office.

K. Household Service Cart Service. Grace agrees to offer Approved Household Service Carts service, utilizing only "Approved Household Service Carts" as defined

herein. With respect to the Approved Household Service Carts service, the parties agree as follows:

(i) All Approved Household Service Carts from Grace shall be maintained by Grace during the Contract period and any broken or malfunctioning parts shall be repaired or replaced unless such break or malfunction shall be as the result of any occurrences as described herein; and

(ii) Grace shall replace for a fee any Approved Household Service Carts which are damaged or destroyed as the result of negligence by the resident; and

(iii) Collection and sanitation for the Approved Household Service Carts shall be by fee; and

(iv) Grace shall make available additional Approved Household Service Carts for a fee not to exceed two dollars (\$2.00) each; and

(v) Grace shall offer to collect and dispose of unauthorized solid waste containers and carts without charge.

L. On the days that collection is performed, Grace shall notify Dardenne Prairie of misses in collection, improper collection and other service problems occurring that day and to report any resident violations of the Municipal Code of the City of Dardenne Prairie, Missouri, regulating Solid Waste. Grace shall report to Dardenne Prairie's City Administrator, or his designated representative, the address and reason for all non-collections.

M. Grace shall at all times maintain an emergency phone number staffed 7 days/week, 24 hours/day and provide that number to Dardenne Prairie's City Administrator or his designated representatives in the event special circumstances arise requiring service by Grace.

7. Vehicles, Employees and Organization. Grace shall maintain and operate on each collection day the number of collection vehicles needed to perform the required collection service. Sufficient spare collection vehicles and repair parts shall be maintained by Grace to replace and/or repair any vehicles out of service. Dardenne Prairie shall have the right to inspect equipment and business records related to the performance of this Contract at all reasonable times and to require Grace to provide equipment conforming to the specifications of this Contract and needed to perform the collection service.

All solid waste collection vehicles utilized by Grace shall be maintained in a clean and sanitary condition. Grace's collection vehicles shall be marked with Grace's name and telephone number in minimum 3-inch letters on both sides of the vehicles and shall not bear any reference to Dardenne Prairie. These distinctively marked vehicles shall be used in the performance of the Contract; however, Grace may substitute other vehicles with prior approval of Dardenne Prairie. Grace agrees to furnish the necessary vehicles, trucks, equipment and bulk containers which shall be of the type and in the condition as required to perform the services

required and such labor as shall be necessary to perform Collection services pursuant to this Agreement. Grace shall not in performing said services permit solid waste to be placed or scattered upon any public or private street, alley, drive or public place.

Grace agrees that it shall not permit its trucks, vehicles or other equipment used for collection, removal and disposal of solid waste (excepting herefrom bulk containers) to stand or be parked on Dardenne Prairie streets or alleys for a longer period of time than is necessary to make prompt collection of solid waste from household units of Dardenne Prairie.

The collection schedule shall not change without approval of Dardenne Prairie and in any event not sooner than seven (7) days after furnishing to the occupant of each household unit and to Dardenne Prairie, a new schedule of collection.

Grace agrees to provide, at Grace's expense, a method of two-way communications, approved by Dardenne Prairie, in all vehicles operated by Grace's route supervisors. The means of communications shall be available before the starting date of service so that there shall be instant communication between Grace's office and the routes regarding service calls and other difficulties on the routes.

A. Employee Behavior. All persons employed by Grace shall be competent, skilled and qualified in the performance of the work to which they are assigned. All personnel shall maintain a courteous and respectful attitude toward the public at all times. At no time shall they solicit, request, or receive gratuities of any kind. Grace shall direct employees to avoid loud and or profane language at all times during performance of the duties. Any employee of Grace who engages in misconduct or is incompetent or negligent in the proper performance of duties or is disorderly, dishonest, intoxicated or discourteous shall be subject to discharge by Grace.

B. Training of Employees. All employees used in the field including drivers and helpers shall be fully qualified and thoroughly instructed by their supervisors as to their duties, methods of performing them and shall receive adequate training before their starting date of service under this Contract. Instruction shall include indoctrination on the specific routes to which they shall be assigned. At no time shall there be any solicitation of requests for or receipt of gratuities of any kind.

C. Grace shall provide Dardenne Prairie with an organizational hierarchy chart indicating all levels of responsibility within Grace's organization, including the vehicle drivers and the routes under their responsibility. The chart shall be updated regularly as it changes and Grace is obligated to provide Dardenne Prairie with a revised chart in a timely manner.

D. Grace shall assume full responsibility for any and all damages or claims for damages for injury to persons, property and equipment which might result from its services performed under this Contract.

8. Assignment. Grace shall not sell, assign or transfer the Contract or any part thereof or interest therein either by power of attorney or otherwise, including a transfer by

operation of law, without the written permission of Dardenne Prairie. In the event Grace is unable to provide adequate collection service Grace shall notify Dardenne Prairie immediately.

No subcontract shall under any circumstances relieve Grace or the surety of liability and obligation under the Contract, and all transactions shall be made through Grace. Subcontractors shall be recognized and dealt with only as workers and representatives of Grace and as such shall be subject to the same requirements of character and competence as set forth in paragraph 7 above.

9. Telephone Service Number. Grace shall install and maintain during the period of the Contract, a telephone number which shall allow toll free dialing by residents of Dardenne Prairie of the contact number for Grace.

10. Holidays. There shall be no solid waste collection on: New Years Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and Christmas Day.

Grace is required to observe the listed holidays as non-collection days. In the event a holiday falls on a scheduled collection day, Household Units which were scheduled for service on the holiday shall be serviced on a make-up schedule proposed by Grace and approved by Dardenne Prairie. The holiday make-up schedule shall be included on the Annual Collection Calendar. This holiday make-up service is normally one day late following the holiday for that week. Sunday residential collections are not required or permitted.

11. Complaints.

A. Grace shall maintain an office with sufficient telephone facilities to handle all complaints and shall designate a knowledgeable field agent capable of responding to a call within Dardenne Prairie who shall be responsible for rectifying said complaints. Grace shall answer the phone promptly and process complaints quickly without requiring callers to spend long periods on hold while waiting for their call to be handled. Grace shall maintain on file with Dardenne Prairie information as to the agent, mailing address, and telephone number of said office facilities. Grace shall, on a monthly basis no later than the 15th of the following month, provide Dardenne Prairie with a printout of complaints received, which shall include name, address, telephone number of complainant and nature of complaint.

B. Records of complaints shall be logged in the Office of Dardenne Prairie's City Administrator. Complaints which are determined by Dardenne Prairie to indicate an unsatisfactory level of service shall result in a warning to Grace. If it becomes necessary for Dardenne Prairie to issue more than two (2) warnings in any 180 day period, Grace shall be considered to be in default. If this Agreement is terminated, Grace shall be required to continue service until the bidding procedure to identify a successor solid waste hauler is completed and the successor solid waste hauler is prepared to commence collection. At that time, Grace shall coordinate the transfer of responsibility for solid waste collection to the successor and upon completion of said transfer shall immediately withdraw from further operations in Dardenne Prairie.

12. Refusal to Serve. Grace's refusal to serve any of the areas or units registered for waste collection shall be cause for immediate termination of the Contract, and Grace shall remain liable to Dardenne Prairie for damages due to breach of Contract.

13. Authorization and Capacity. Dardenne Prairie and Grace each represent to the other that it has the full right, power and authority to enter into this Agreement and to fully perform its obligations. Each person executing this Agreement warrants and represents that each has the authority to execute this Agreement in the capacity stated and to bind Dardenne Prairie and Grace, respectively, except as otherwise specifically set forth herein. Each person will furnish to the other such ordinances, resolutions, certificates and agreements as are reasonably necessary in order to confirm such authority and capacity of Grace and Dardenne Prairie and the persons who are to execute this Agreement.

14. Term of Contract. This Agreement shall become effective as of the date first above written and shall continue for a term of five (5) years from such date, unless earlier terminated pursuant to paragraph 4.I above.

15. Renewal Terms. Provided that the Agreement is in full force and effect and that Grace is not in default under the terms and provisions of the Agreement, this Agreement shall automatically renew for up to four (4) additional, successive terms of one (1) year each, unless either party shall provide to the other notice, pursuant to paragraph 17 of this Agreement, of its intention not to renew this Agreement, which notice shall be given not less than six (6) months prior to the expiration of the then current term of the Agreement. Said renewal terms shall be subject to all of the same terms and conditions of this Agreement.

16. Assignments. Neither party may assign its rights hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld, and which consent shall not, unless expressly stated otherwise, relieve the assigning party from its obligations or liabilities hereunder.

17. Notices. Except during the continuance of a known interruption of mail delivery service, in which event personal delivery or another means of delivery reasonably calculated to result in verifiable delivery shall be used, all notices, requests, demands and other communications required hereunder shall be deemed to have been duly given if the same shall be in writing and shall be delivered personally or sent by registered or certified mail, postage prepaid, and addressed as set forth below:

IF TO GRACE:

Grace Hauling, Inc.
1010 Hoff Road
O'Fallon, Missouri 63366
Attn: Gary Schneider, President

IF TO DARDENNE PRAIRIE:

City of Dardenne Prairie, Missouri
2032 Hanley Road
Dardenne Prairie, Missouri 63368
Attn: City Administrator

Any party hereto may change the address to which notices are to be addressed by giving the other party notice, in the manner herein set forth.

18. Headings. The headings of this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part of it.

19. Severability. If any provisions of this agreement or any portion of such provision or the application thereof to any person or circumstance shall be held to be invalid or unenforceable or shall become a violation of a local, state or federal law, then the same as so applied shall no longer be part of this Agreement, but the remainder of the Agreement and the application of the affected provisions to other persons and circumstances shall be not be affected thereby, and this Agreement as so modified shall continue in full force and effect unless the elimination of such provision materially and adversely affects the consideration either party is to receive under this Agreement and/or the ability of either party to perform its obligations hereunder.

20. Entire Agreement. The Agreement constitutes the entire Agreement between the parties with regard to the subject matter herein, and supercedes all prior agreements, negotiations or discussions and may not be modified or amended except by an instrument in writing signed by all the parties. To the extent there is any conflict or disagreement as to the terms of the Proposal and this Agreement, this Agreement shall govern.

21. Amendments. This Agreement cannot be modified or amended except by written agreement of the parties hereto.

22. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri excluding its principles of conflicts of laws and the parties hereto irrevocably commit to the jurisdiction and venue of the courts of St. Charles County to resolve any disputes arising hereunder or related hereto.

23. Attorney's Fees. In the event that either party hereto brings an action or proceeding for a declaration of the rights of the parties under this Agreement or for any alleged breach or default thereof, or for any other acts arising out of this Agreement, the prevailing party to such action shall be entitled to an award of all its costs, including reasonable attorney's fees, and any court costs incurred in said action or proceeding in addition to other damages or relief awarded, regardless of whether final judgment is entered in such action or proceeding.

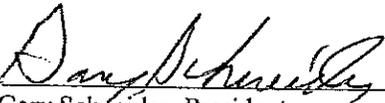
24. Force Majeure and Other Extensions of Time for Performance. Neither Grace nor Dardenne Prairie nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder

shall be extended in the event of any delay caused by force majeure, including, without limitation, for purposes of this Agreement, legal proceedings, orders of any kind of any court or governmental body, strikes, lockouts, labor disputes, labor shortages, riots, acts of God, epidemics, landslides, lightning, earthquake, fire or other casualties, breakage, explosions, storm washouts, droughts, tornadoes, cyclones, floods, adverse weather conditions, unusually wet soil conditions, war, invasion or acts of a public enemy, serious accidents, failure of utilities, governmental restrictions or priorities, shortage or delay in shipment of material or fuel, any court order or judgment resulting from any litigation affecting the validity of this Agreement, or other like causes beyond the responsible party's reasonable control. The party claiming any extension caused by force majeure shall, within thirty (30) days after the event of force majeure, notify the other party in writing of the occurrence of such event and shall have the burden of proof in establishing such cause.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

GRACE HAULING, INC.

CITY OF DARDENNE PRAIRIE,
MISSOURI

By: 
Gary Schneider, President

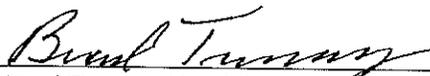
By: 
Brad Turvey, City Administrator

EXHIBIT A

RBA FORM (OFFICE USE ONLY)

MEETING DATE: April 6, 2016

Regular () Work Session (X)

ATTACHMENT: YES (X) NO ()

Contract () Ordinance () Other (X)

Request for Board Action
By: Mathew DeWinters

Ward ALL

- **Description:** Advise the BOA of the Easter Egg Hunt/Earth Day budget savings. Attachment will show what was spent in 2015 compared to what was spent for 2016 as well as the overall budgeted amount compared to actual expenditures.

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

Summary/Explanation:

- Easter Egg Hunt/Earth Day event received many compliments from residents of Dardenne Prairie as well as non-residents.
- We were able to learn that more signage is needed as well as frequent announcements in multiple location of the park.
- We received over 800 free Easter egg baskets to give away for free and are currently storing the remaining 100-200 baskets for upcoming programs.
- In 2016 the department spent \$471.50 on prizes compared to 2015 of \$1043.47.
 - We were able to purchase the same amount of prizes at a lower cost.
 - Target gave the City a 10% discount on the total amount spent.
- We decided to eliminate C & R sound from the event saving \$250.00 as well as the photo both saving an additional \$150.00
- We purchased a bull horn to make announcements and announce the essay contest winners.
 - The city is looking into purchasing a portable PA system for future events.
 - This system will be louder than the bull horn and capture a wider audience rather than the select few in a small radius.
- We will have the Easter Bunny there and set in place at 9:00AM.
 - Many families were lining up at this time to have their picture taken with the bunny.
- We will continue to do 2 fields at a time.
 - This will draw in a bigger crowd but not to big that it is overwhelming for staff and volunteers.
- City purchased 200 tree seedlings for the Earth Day/Arbor Day celebration
 - All 200 were given out to residents and non-residents.
- Volunteers took a tally of which movies families would like to see for the 2016 Movie in the Park events.
 - We will be showing Inside Out & Zootopia
- This event would not be possible without the assistance of volunteers
- One issue that will be resolved for 2017 is not advertising in the eggs.
 - Many participants did not care for the paper advertising and disposed of them onto the ground.

- **With our new concession operation, we will look at selling a small menu at this event in 2017.**
 - **Items would include: hot chocolate, coffee, donuts, etc.**
 - **The staff will create a schedule of events for staff and volunteers to follow so everyone is giving out the correct and same information to families.**
-
- **Budget Impact:** (revenue generated, estimated cost, CIP item, etc.)
 - Cost saving to the City – Spent less than half the budgeted amount for a free program

RBA requested by: _____ Date: _____

Easter Egg Hunt/Earth Day/Arbor Day 2016

<u>EGG HUNT</u>	2015	2016
Vendor: Party Land/American Carnival Mart		
12 bags (500 pc. each) Chewy Candy Mix	\$405.90	\$ 143.40
10 boxes (160 pc. each) Tootsie Rolls		\$ 55.65
1 cases Plastic Eggs (Charlies)		\$ 180.00
4 bags (220 pc. Each) Name Brand Candy		\$ 36.00
Charlie Farm and Home	\$75.60	\$ -
Donated Eggs Pre Stuffed Eggs		\$ -
Total Amt.	\$481.50	\$ 415.05
Vendor: Target		
Toys and Prizes (est. from last year)	\$1,043.47	\$ 471.50
Vendor: C and R Sound	\$250.00	\$ -
Photo Booth: Robin Ruhman	\$150.00	\$ -
Vendor: Shop N' Save		
Vendor:S&K		
Signs (to designate age areas)		\$ -
Event Total	\$1,924.97	\$ 886.55
ARBOR DAY		
Tree Seedlings	\$88.00	\$ 56.00
Essay Contest Prizes		\$ 45.00
Event Total	\$88.00	\$101.00
EARTH DAY		
No known expense	\$ -	\$ -
Bull Horn		\$ 45.00
Totals needing approval	\$2,012.97	\$1,032.55

Budget	Remain
\$ 2,700.00	\$ 1,667.45

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

BOARD OF ALDERMEN
MEETING AGENDA
APRIL 6, 2016
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 3-16-16
2. Workshop Summary 3-16-16
3. Expenditures for Approval 4-6-16
4. Treasurer's Report – As of February 29, 2016
5. Liquor License – WMH Sports Services, LLC – 2032 Hanley Road Concession Stand – Malt Liquor and Light Wines by drink

ITEMS REMOVED FROM CONSENT AGENDA

PUBLIC HEARING

1. A P.U.D. Request – Area Plan for the approximate 15.790 acres of land at the northwest corner of the intersection of Bryan Road and Feise Road known as "Cora Marie's Marketplace, P.U.D. Area Plan" from Applicant Gary H. Feder, Husch Blackwell LLP, Attorney for Property Owner/Applicant Cora Bopp Family Limited Partnership.

NEW BUSINESS

1. **Bill #16-11**

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING AND DIRECTING THE MAYOR TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH WMH SPORTS SERVICES, LLC FOR CONCESSION SERVICES AT THE CITY HALL PARK

2. Bill #16-12

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE MAYOR TO NEGOTIATE AND ENTER INTO THE AGREEMENT TO PROVIDE KENNEL SERVICES AND ENFORCEMENT OF ST. CHARLES COUNTY'S ANIMAL CONTROL ORDINANCE

3. Bill #16-13

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, REPEALING CHAPTER 205 OF THE MUNICIPAL CODE OF THE CITY OF DARDENNE PRAIRIE; AND, IN LIEU THEREOF, ENACTING A NEW CHAPTER 205 OF THE MUNICIPAL CODE OF THE CITY OF DARDENNE PRAIRIE; REGULATING ANIMALS WITHIN THE CITY

OLD BUSINESS

1. Bill #16-10

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, PROVIDING FOR THE APPROVAL OF A PUD AREA PLAN FOR THE APPROXIMATE 15.79 ACRES OF LAND KNOW AS "CORA MARIE'S MARKETPLACE, PUD AREA PLAN

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 7:02 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 Dan Koch.

Present at roll call were Mayor Zucker, Aldermen Klingerman, Koch, Santos, Nay, Gotway and Stipes. Also present were Court Clerk Tamie Smith, City Engineer Luke Kehoe and City Attorney John Young. Staff member's Tommie Monroe & Jeff Amelong were also in attendance.

OPEN FORUM – The following individual spoke:
Ed Coil – 10 Garonne Court

Mayor Zucker read a proclamation for Arbor Day.

CONSENT AGENDA

1. Board of Aldermen Minutes 3-2-16
2. Workshop Summary 3-2-16
3. Expenditures for Approval 3-16-16
4. Liquor License – His & Hers BBQ – 7827 Highway N – Malt Liquor & Light Wines by drink
5. Annual Report – BaratHaven Community Improvement District

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

PUBLIC HEARING

1. A P.U.D. Request – Area Plan for the approximate 15.790 acres of land at the northwest corner of the intersection of Bryan Road and Feise Road known as “Cora Marie’s Marketplace, P.U.D. Area Plan” from Applicant Gary H. Feder, Husch Blackwell LLP, Attorney for Property
Owner/Applicant Cora Bopp Family Limited Partnership.

Gary Feder and David Volz presented the proposal.

John Brancaglione of PGAV and Tommie Monroe provided additional information.

The following individuals spoke:

- Mike Schmerald – 509 Garrick Place
- Ed Coil – 10 Garonne Court
- Joel King – 2 Toussaint
- Phillip Montgomery

A motion was made by Alderman Klingerman, Seconded by Alderman Gotway to continue the public hearing to 04-06-16. Motion passed unanimously.

NEW BUSINESS

A motion was made by Alderman Koch, Seconded by Alderman Stipes to postpone Bill #16-10. Roll call was as follows: Alderman Koch – Aye Alderman Klingerman- Aye
Alderman Santos - Aye Alderman Gotway - Aye
Alderman Nay – Aye Alderman Stipes - Aye

1. Bill #16-10

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, PROVIDING FOR THE APPROVAL OF A PUD AREA PLAN FOR THE APPROXIMATE 15.79 ACRES OF LAND KNOW AS "CORA MARIE'S MARKETPLACE, PUD AREA PLAN

A motion was made by Alderman Nay, Seconded by Alderman Gotway to adopt Resolution #260. Motion passed unanimously.

Resolution #260

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, DECLARING THE INFORMALLY PROJECTED AND NONBINDING TAX LEVY FOR THE YEAR 2016.

ADJOURNMENT

A motion was made by Alderman Gotway, Seconded by Alderman Stipes to adjourn the meeting at 8:50 p.m.

Respectfully submitted,

Kim Clark, City Clerk

WORKSHOP SUMMARY

MARCH 16, 2016

The City of Dardenne Prairie workshop session was called to order at 5:35 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, Klingerman, Nay, Gotway, Stipes and Santos. Also present were Court Clerk Tamie Smith, City Engineer Luke Kehoe and City Attorney John Young. Staff member Jeff Amelong and Tommie Monroe was also in attendance.

ITEMS FOR DISCUSSION AND CONSIDERATION

1. Short Term Goals (0 – 3 year projects)
2. Long Term Goals (3 – 10 year projects)
3. Review of Board of Aldermen Meeting Agenda (03-16-16)

STAFF COMMUNICATIONS

Alderman Koch updated the Board on the Zika Virus.

Mayor Zucker updated the Board on the following:

- Baseball registration, field improvements, fence repair, Cricket and concession stand proposals
- Annual Easter Egg Hunt scheduled for March 26th
- Mayors Charity Ball scheduled for April 2nd
- April 5th Municipal Election and Proposition B
- Refinancing of city debt

Alderman Klingerman mentioned stream bank erosion.

A motion was made by Alderman Gotway, Seconded by Alderman Santos to hold a closed session pursuant to RSMo 610.021 section (1) Litigation and Privileged Communications.

Motion passed unanimously. Roll call was as follows:

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

CLOSED SESSION

A motion was made by Alderman Santos, Seconded by Alderman Koch to adjourn the meeting at approximately 6:45 p.m. Motion passed unanimously.

Respectfully submitted,

Kim Clark, City Clerk

**EXPENDITURES FOR APPROVAL
4/6/2016**

1 AFLAC	April, 2016	157.80
2 Alderman Blake Nay	April, 2016	375.00
3 Alderman Dan Koch	April, 2016	375.00
4 Alderman Doug Santos	April, 2016	375.00
5 Alderman Elliott Stipes	April, 2016	375.00
6 Alderman John Gotway	April, 2016	375.00
7 Alderman Kevin Klingerman	April, 2016	375.00
8 Ameren	Concession Stand to 3/23/16	76.13
9 Ameren	Street Lights to 3/8	107.97
10 Ameren	Hanley Traffic Light to 3/23/16	10.24
11 Ameren	Hanley Traffic Light 2 to 3/23/16	40.63
12 Ameren	Ball Park to 3/23/16	105.35
13 Ameren	City Hall to 3/23/16	1,111.18
14 Ameren	City Hall Park to 3/23/16	145.73
15 American Carnival Mart	Easter Egg Hunt Supplies	50.45
16 AT & T	Building Dept. Software Monthly Data	47.73
17 Charter	City Hall Internet thru 5/4/16	123.19
18 Childs Tire	Trailer Tire Repair	84.50
19 Cuivre River Electric	Light at Weldon Spring	38.24
20 Cuivre River Electric	Georgetown Park	61.96
21 Cuivre River Electric	St. Williams street lights	23.79
22 Cuivre River Electric	Traffic Signal at Feise/Hanley	61.00
23 DNT Equipment Division	Tenant copies	10.70
24 Duckett Creek Sanitary District	City Hall Services to 2/29/16	25.93
25 Family Support Payment Center	4/8 & 4/22 Payroll	294.46
26 GFI	Copier Fees	97.49
27 GFI Digital	Computer Maintenance thru 4/12/16	800.00
28 Grainger	Padlocks & Signage	526.05
29 Insurance: Anthem Blue Cross/Blue Shield	Health: April, 2016	3,730.81
30 Insurance: Capital Administrators	Vision: April, 2016	91.15
31 Insurance: Principal Life	Life: April, 2016	178.51
32 LAGERS	March, 2016	2,233.90
33 Mayor David C. Zucker	April, 2016	1,000.00
34 MSU	Court Conference Registration & Lodging	627.88
35 Office Essentials	Office Supplies	643.29
36 Parks: Johnny Mac's Sporting Goods	League Equipment	2,629.70
37 Payroll	Payroll: 3-25-16	16,467.45
38 PNC	Credit Card Charges	2,550.04
39 Samuel Kniffen	League Registration Refund	100.00
40 Sprint	Amelong Cell Phone	67.34
41 Stratus Building Solutions	City Hall Cleaning: April, 2016	385.00
42 Terri Voss	Supply Reimbursement (Reimbursable)	168.09
43 The Law Office of Dennis Chassaniol	Municipal Judge: April, 2016	400.00
44 The Newsmagazine Network	Newsletter	2,800.00
45 UMB Bank, NA	March, 2016 TDD Sales Tax Payment	34,143.97
46 United Printing	Court Envelopes	291.33
		74,758.98

Approved by Board of Aldermen 04-06-16

Mayor David C. Zucker

TREASURER'S REPORT

As of February 29, 2016

Special Revenue Fund	170,480.00
General Fund	3,574,601.63
Parks & Storm Water Fund	67,489.76
Capital Improvement Sales Tax Fund	123,045.14
Certificate Payment Account	33.00
Municipal Bond Account	2,378.00
Escrow/Bond Account	124,319.90
Petty Cash	100.00
Cash Drawer	200.00
TOTAL	4,062,647.43
COP Series 2008 (Reserve)	248,219.90
COP Series 2009	1.16
Bryan Road NID Bond Fund	132,323.42
Bryan Road NID Bond Reserve Fund	121,306.90

Respectfully submitted,



Kim Clark
City Clerk/Treasurer

DARDENNE

Liquor License Application

MAP 3 12016



Complete all information on the following page. Any falsification or misrepresentation on this application could result in immediate revocation or suspension of your liquor license.

Questions, please call 636-561-1718

PRAIRIE

Name of Business:

WMH Sports Services, LLC *Rec# 16-0108 \$75*

Location Address:

2032 Hanley Rd
Dardenne Prairie, MO 63368

Mailing Address:

1821 Plaza Ct
St. Charles, MO 63303

Name of Applicant:

John Hecei

Applicant Email Address:

wmhsports@aol.com

Address:

1821 Plaza Ct
St. Charles, MO 63303

Driver's License #:

1050295031 State: _____

Date of Birth

2/25/84 Place of Birth: St. Charles, MO

Business Phone:

(636) 395-7259 Home Phone: (636) 875-4485

1. Has applicant ever had a liquor license previously? YES NO
If YES give place: St. Charles

2. Has applicant ever had liquor license revoked? YES NO
If YES give date and place:

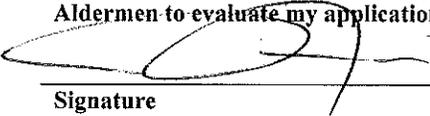
3. Has applicant ever been convicted of a violation of any law applicable to the manufacture or sale of intoxicating liquor or non-intoxicating beer? YES NO
If YES give dates, locations, and charges:

4. Has applicant ever been convicted of a Felony Offense? YES NO
If YES give dates, locations and charges:

5. Has applicant ever been convicted of a misdemeanor offence? YES NO
If YES give dates, locations and charges:

Type of liquor license applying for Malt Liquor/Wine By Drink

I/We hereby authorize Sheriff of St. Charles County or his designate to conduct a criminal history check and personal background check for release of any information, in Police and /or court records involving me, to the Mayor and Board of Aldermen to evaluate my application for a Liquor License.


Signature

3/30/16
Date

- () \$200.00 Manufacturers of beer
- () \$200.00 Distillers and manufacturers of liquors
- () \$100.00 Wholesalers and distributors of beer
- () \$150.00 Wholesalers and distributors of liquor
- () \$200.00 Microbrewery
- () \$ 50.00 Liquor by the drink – extension of premise license
- () \$ 75.00 Malt Liquor – original package
- () \$ 22.50 Non-intoxicating beer – original package
- () \$150.00 Intoxicating liquor (all kinds) – original package
- () \$ 75.00 Malt liquor – by drink
- ~~() \$ 75.00 Malt liquor and light wines – by drink~~
- () \$ 37.50 Non-intoxicating beer – by drink
- () \$450.00 Intoxicating liquor (all kinds) – by drink

SUNDAY SALES

- () \$300.00 Intoxicating liquor – original package
- () \$300.00 Restaurant bars
- () \$300.00 Amusement places
- () \$300.00 Liquor by the drink – charitable organizations

PERMITS

- () \$ 37.50 Temporary permit- by drink for certain organizations
(7 day maximum)
- () \$ 37.50 Tasting Permit

This is to certify that the above application was filed with the Dardenne Prairie City Clerk

on 3-31-11 accompanied by the required license fee of \$ 75.00

He Clark
City Clerk of Dardenne Prairie, Missouri

BILL NO. 16-11

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE,
MISSOURI, AUTHORIZING AND DIRECTING THE MAYOR
TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH
WMH SPORTS SERVICES, LLC FOR CONCESSION SERVICES
AT THE CITY HALL PARK.**

WHEREAS, Section 70.220, RSMo., provides that “Any municipality or political subdivision of this state, as herein defined, may contract and cooperate with ... any private person, firm, association or corporation, for the ... for a common service;” and

WHEREAS, the City published a notice that the City was accepting proposals for concession services, and the City received three (3) proposals; and

WHEREAS, the City engaged in discussions with each entity that submitted proposals;
and

WHEREAS, the Board of Alderman finds and determines that WMH SPORTS SERVICES, LLC submitted the best proposal; and

WHEREAS, the City finds and determines that WMH SPORTS SERVICES, LLC is qualified to provide concession services; and

WHEREAS, the Board of Aldermen finds and determines that it is in the best interest of the residents of Dardenne Prairie to accept the proposal from WMH SPORTS SERVICES, LLC for concession services at the City Hall Park;

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

SECTION 1. That the proposal submitted by WMH SPORTS SERVICES, LLC, is hereby accepted by the Board of Alderman of the City of Dardenne Prairie, Missouri as the best proposal for concession services. That by acceptance of the Proposal, the Board of Aldermen does hereby waive any and all technicalities or informalities contained in the Proposal.

SECTION 2. That the form, terms, and provisions of the Concession Management and Operations Contract for 2016, with options for 2017 and 2018, attached hereto, marked as **Exhibit A**, and incorporated by reference herein, by and between the City of Dardenne Prairie, Missouri, and WMH SPORTS SERVICES, LLC, 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 Concession Services Agreement in substantially the form attached hereto.

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

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

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

Read two times, passed, and approved this _____ day of _____, 2016.

As Presiding Officer and as Mayor

Attest:

City Clerk

Approved this _____ day of _____, 2016.

Mayor

Attest:

City Clerk

"Exhibit A"

Concession Management and Operation Contract

1

**DARDENNE PRAIRIE CITY HALL PARK
CONCESSION MANAGEMENT AND OPERATION CONTRACT**

For 2016 with Option Years 2017, 2018

**April 6, 2016
Department of Parks and Recreation
City of Dardenne Prairie, Missouri**

**CITY OF DARDENNE PRAIRIE, MISSOURI
CONCESSIONS - CITY HALL PARK**

1. GENERAL CONDITIONS

1.1 Exclusive Contract

This Contract is entered into by and between the City of Dardenne Prairie, Missouri ("City") and WMH Sports Services, LLC, a Missouri limited liability company ("Contractor"), for the right to manage and operate the City's Concession Facility at the City Hall Park. The Contract is effective for the 2016 season and may be extended by the City, in its sole discretion, for the 2017 and 2018 seasons, under the same terms and conditions.

1.2 The City reserves the right to terminate the Contract for any reason upon at least thirty (30) days written notice.

1.3 The City also reserves the right to terminate the Contract in whole or in part based on the default by the Contractor.

1.4 All licensing required by ordinances of the City of Dardenne Prairie, St. Charles County, and by the laws and regulations of the State of Missouri will be required of the Contractor. The Contractor must meet all health and safety standards and regulations set forth by ordinances of the City of Dardenne Prairie, St. Charles County, and by the laws and regulations of the State of Missouri.

1.5 Joint ventures or subcontracts will not be permitted unless authorized by the City.

2. BASIC SERVICES

2.1 General

The Contractor shall have the responsibility to equip and operate the Concession Facility on a daily basis during the term of the Agreement. The Contractor shall also operate food/beverage vending equipment as described. Contractor shall post the hours of operation in a conspicuous place on the Concession Facility. The location and manner in which such hours are posted must be approved in advance by the Supervisor, or such other person designated by the City.

2.2 Days and Hours of Operation

2.2.1 Daily Operation

The period for Daily operation coincides with the public school summer vacation period, roughly from the third week of May through mid-August. The Contractor may conduct daily operations earlier and/or later than the summer vacation period, at its discretion, with approval from the City. Daily operation earlier

and/or later than the public school vacation period may be limited to week-ends at the Contractor's discretion and with approval from the City. The Concession Facility shall be open to service patrons of the City Hall Park every day from 11:00 AM to at least 4:00PM. The Contractor may operate later than 4:00 PM at its discretion. The City will entertain requests to reduce the hours of daily operation based on the level of patronage. In times of inclement weather when the Park is not patronized the Contractor may close the Concession Facility.

2.2.2 League and Tournament Operation

Contractor shall provide for the operation and management of the Concession Facility from early April through mid or late November, during the following hours of operation:

1. New Horizons League Play – A minimum of thirty (30) minutes prior to the first scheduled game and a minimum of fifteen (15) minutes after the conclusion of the last game. Youth baseball/softball in 2016 is scheduled from April 12 to early July, generally Monday through Thursday for approximately 52 nights.
2. Other League Play – If or when additional leagues are scheduled the Contractor will be provided a schedule of games. The Contractor will operate the Concession Facility in like manner to the operation for New Horizons League Play.
3. Tournament Play – A minimum of one (1) hour prior to the first scheduled game and thirty (30) minutes after the conclusion of the last game.

2.2.3 Special Event Operation

Contractor shall provide for the operation and management of the Concession Facility during all special events sponsored by the City of Dardenne Prairie. Concession Facility will be open at least 30 minutes prior to the scheduled start of the event and will close 15 minutes after the end of the event. These events include Movies in the Park, Concerts, Prairie Day, and other special events when scheduled. For the Prairie Day special event the City may decide to permit additional food vendors and/or food trucks to provide food and non-alcoholic beverage services.

2.2.4 Nightly Closing

At the end of the activities for which ball field lights are used the Contractor will ensure that the ball field lights are turned off. The Contractor shall also ensure that restrooms are cleaned and locked.

2.3 Temporary Closing of Concession Facility

1. The adjacent ball fields may be briefly closed to the public during inclement weather (cold, rain, high winds, flooding or lightning). However, the Concession Facility shall remain open during these brief closings to service patrons who remain in the area pending resumption of ball field activity.
2. In the event the adjacent ball fields are closed during the Season on a non-temporary basis, not due to the fault or negligence of the Contractor, which non temporary closure results in a significant shortfall in customer patronage of the Concession Facility, the parties may negotiate an adjustment to the Guaranteed Amount of compensation payable to the City.

2.4 Seasonal Opening and Closing of Concession Facility

The Contractor shall be responsible for opening and closing the Concession Facility at the beginning and end of the Season, as herein specified, or as extended by mutual agreement between the Contractor and the City, and shall perform and furnish the following services:

Opening of the Concession Facility

Contractor will prepare to open the Concession Facility by completing the following services:

1. Complete check of all plumbing and electrical systems.
2. Test and inspect all equipment.
3. Check inventory and provide a written inventory report to City.
4. Clean area within enclosure.
5. Have the Concession Facility ready for operation at least six (4) days before opening date (April 11, 2016).
6. Report to City all operational deficiencies.
7. Establish all accounts with all vendors necessary for the operation of the Concession Facility. Contractor shall be responsible for the ordering of all supplies and the payment to all vendors providing supplies and services.
8. Establish arrangements for delivery times for all supplies, goods and materials for the Concession Facility. City will not accept deliveries on Contractor's behalf.
9. Deliveries shall be scheduled so as not to disrupt the normal operations of the City Hall Park or City Hall. Vehicles are prohibited from driving on City sidewalks to make deliveries.

Closing the Concession Facility

At the end of the Season, as herein specified or as extended by mutual agreement between the parties, Contractor will perform and furnish the following services:

1. Clean interior of Concession Facility and all equipment provided by the

City. Remove any equipment provided by the Contractor. City will not be responsible for Contractor's equipment.

2. Inspection shall be conducted immediately upon conclusion of the Season, and a written report outlining any concerns, repairs, or replacement of City equipment shall be turned into the Supervisor.
3. Submit to the Supervisor a Year End Financial Report

2.5 Responsibility for Contractor Costs

The Contractor will assume all the following costs of operations:

1. Food Costs and all other costs of goods sold
2. Labor
3. Telephone
4. All printing required for food service
5. Employee benefits and insurance
6. Products and public liability insurance and other operating insurance
7. Local office expenses and postage
8. Computer equipment/required cash registers
9. Small equipment for kitchen supplies
10. Paper goods and disposables
11. Uniforms, linens, and laundry
12. Miscellaneous supplies and services
13. Salaries and benefits
14. Licenses, permits, and local taxes
15. Food service area custodial services
16. Utilities (set payment of \$120.00 per month April through November paid to the City)
17. Menu Boards at the facilities. Prior approval of City is required.
18. Custodial Supplies to clean Concession Facility
19. Trash and Garbage disposal to dumpster

2.6 Responsibility for Charges to the City

The City will assume all the following costs without charge to the Contractor:

1. Maintenance and repairs of Concession Facility, including HVAC
2. Painting
3. Dumpster disposal
4. Pest control
5. Restroom supplies

2.7 Minimum Food/Beverage Selections (Or submit alternate product)

- | | |
|----------------------|---------------|
| 1. Soft Pretzels | 11. Sno Cones |
| 2. Pizza Slices | 12. Ice Tea |
| 3. Nachos and Cheese | 13. Lemonade |
| 4. Hot Dogs | 14. Coffee |

- | | |
|-------------------|-------------------|
| 5. Bratwurst | 15. Hot Chocolate |
| 6. Hamburgers | 16. Bottled Water |
| 7. Chips | 17. Sports Drinks |
| 8. Candy | 18. Beer |
| 9. Danish/Muffins | 19. Wine |
| 10. Sodas | |

Contractor and City must agree upon the proposed food and beverage menu and prices prior to the start of each Season.

2.7A Beer and Wine Concessions

It is the intent of the City that sale of beer and wine will be permitted. The Contractor will be required to obtain all City and state licenses and follow all City ordinances and state laws regarding the sale and distribution of alcohol. In the event that the City decides not to permit sale of beer and wine the parties may negotiate and adjustment to the Guaranteed Amount of compensation. Personnel who handle sale of beer and wine must meet the minimum age requirements of state law.

2.7B Adherence to City's Exclusive Beverage(s) Contract(s)

1. The Contractor understands that the City may enter into an agreement(s) to have an exclusive beverage(s) contract, in which the City would guarantee the exclusivity of certain products to be ordered, purchased, delivered, stocked and sold by the Contractor at the Concession Facility.
2. Contractor will have to abide by, and carry out, all stipulations of said contract(s).

2.8 Food Specifications

Minimum raw food requirements will be USDA Grade Choice, USDA #1, USDA Grade A, #1 quality, Grade A fancy, depending on type of product. All other food shall be of a comparable quality.

2.9 Vending

Contractor will also have the exclusive contract for snack and beverage-vending service at the Concession Facility as set forth in this document. This service will include all necessary machines, products, services and maintenance to the machines.

Contractor shall be responsible for all vending machines located at the Concession Facility and their efficient operation. This shall include the refund of any and all monies lost by customers using vending machines provided by the Contractor to said customers. Contractor will post on or near vending machines

the name and phone number of a person or persons to contact in the event of a malfunction of any vending machine. All vending equipment, operations and placement must have the prior written approval from the Supervisor or his/her designated representative.

2.10 Maintenance of Concession Facility

Contractor will use reasonable care and diligence to provide the following services for the actual maintenance and operation of the Concession Facility:

1. Shall at its own expense, at all times, keep the Concession Facility, including windows, interior of building and equipment, clean and sanitary and in full compliance with all laws, rules and regulations of the State of Missouri, St. Charles County, and the City of Dardenne Prairie. Shall also be required to keep all areas within twenty-five (25') feet of the Concession Facility clean and clear of trash and debris and will also be required to keep all designated eating areas, including tables, chairs and grounds, clean and clear of trash, debris, and spills.
2. Shall at its own expense provide its own custodial services for the Concession Facility. Shall also provide and maintain proper and adequate furnishings, fixtures and equipment of the type and style suitable to serve the public in a proper manner.
3. Shall collect all litter and garbage incident to the operation of the Concession Facility and remove to proper dumpsters or containers as provided by the City. The City shall remove from the premises all such litter and garbage collected by the Contractor, provided the Contractor has placed it in closed dumpsters or containers. At the end of the business day, Contractor shall clean the restrooms located in the Concession Facility building.

2.11 Maintenance and Replacement of City Owned Equipment

The Contractor shall perform all adjustments and maintenance of concession equipment as part of the Agreement at its expense. The Contractor at its own expense shall perform all repairs and replacement of equipment needed during the term of the Agreement to operate the Concession Facility and to maintain health and safety standards. The City will be responsible for the maintenance and replacement of buildings, structures and surrounding areas including shrubbery, but not policing for trash, waste, garbage, and other debris.

Any said equipment shall be returned to the City at the end of the term of the Agreement in the same condition as received, reasonable wear and tear excepted. The Contractor will be held accountable for those losses and damages to buildings and City owned property due to theft or abuse during the hours of operation of the

Concession Facility.

2.12 Installation and Operation of Equipment

Contractor will be responsible for supplying all equipment necessary for the management and operations of the Concession Facility. The Contractor shall, at its own expense, install all necessary equipment as required to operate the Concession Facility. The City shall provide some fixed assets such as shelving, counters, sinks, and freezer. The Contractor should also determine available equipment currently provided by the City by viewing the existing Concession Facility. The Contractor shall pay, at its own expense, any expenses involved in the installation of, or for any additional utility connections required for, new, additional, or relocated equipment.

2.13 Personnel/Staffing

1. Contractor is informed that pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars (\$5,000.00), the Contractor shall, by sworn affidavit substantially in the form provided by the Attorney General of Missouri, and provision of documentation, affirm its enrollment and participation in E-Verify, a federal work authorization program, with respect to the employees working in connection to the contracted services. Successful bidders shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the contracted services.
2. Contractor will furnish sufficient and competent personnel for the operation of a safe and sanitary Concession Facility at all times the Concession Facility is in use. All such personnel shall be neat and clean in appearance and courteous to the users of the Concession Facility. ***All personnel must be uniformly identified at all times.*** All personnel employed by Contractor in the performance of the Agreement shall be deemed employees of the Contractor and not employees of the City. Contractor will be responsible for the payment of all employment taxes and Social Security taxes related to the employment of said personnel.
3. One staff person shall be designated as the concession manager whenever the Concession Facility is in operation. All employees must be at least 16 years of age and Contractor must follow the child labor laws as established by and outlined in the Fair Labor Standards Act. (See 2.7A for additional minimum age requirements for employees.)
4. Contractor shall be responsible for the appearance and conduct of concession employees at all times. ***Concession employees shall wear a***

uniform acceptable to the City while on duty.

5. The Contractor shall replace any personnel deemed unsatisfactory by the City and shall replace such personnel within seven (7) days of receiving written notice from the City.
6. The Contractor shall provide the City a final, complete list of management level employees ten (4) days prior to the beginning of the Season including the names, addresses and phone numbers of each of the managers.
7. The Contractor shall provide a drug-free workplace.
8. The employees and managers of the Concession Facility hired by Contractor must submit to a criminal background check prior to beginning work at the Concession Facility, at Contractor's sole cost and expense. Contractor shall provide copies of all criminal background checks to the Supervisor.

2.14 Operational Supplies/Utilities

1. Contractor shall furnish all chemicals, first-aid supplies, cleaning agents, tools, materials, equipment, trash bags, paper towels, napkins, hand soap, dish soap, janitorial supplies, light bulbs, etc. for the Concession Facility during the term of the Agreement.
2. The City shall furnish the water and electricity as specified in Section 6.
3. The City will provide the Contractor three (3) sets of keys for locks that access the Concession Facility. Contractor shall not duplicate keys. Additional keys may be provided at the discretion of the City.
4. Contractor is responsible for keeping a master list of persons who have been issued keys. Contractor is required to account for all outstanding keys at the end of the Season. In the event keys have been duplicated or the Contractor is unable to return all keys issued, Contractor will be responsible for any and all costs incurred by the City to re-key the entire Concession Facility.

3. COMPENSATION TO CITY

3.1 Compensation

1. Compensation to the City shall be the sum of a Percentage of Gross Sales, (the "Percentage") for the year and total monthly payment for utilities ("Utilities") stated in the table below.

Description	2016	2017	2018
-------------	------	------	------

% of food and beverage sales	20%	22.5%	25%
% vending sales	20%	22.5%	25%
Utility Fee	\$960.00	\$960.00	\$960.00

2. "Gross Sales" is defined as the total amount charged by the Contractor, its employees or agents for items sold at the Concession Facility net of sales tax.
3. "Utilities" are fixed at \$120.00 per month for 8 months independent of actual costs to the City. Actual costs in excess of \$120 per month will be borne by the City.

3.1.1 Basis of Payment

1. Monthly Payment

The Contractor shall pay the City each month during the season on 15th day of every month (the "Due Date") commencing on the 15th of May. The payment shall be the greater of the sum of Percentage of Gross Sales for the previous month plus the monthly Utility Fee, or one eighth of the Guaranteed Amount.

2. Late Fee.

Contractor acknowledges that late payment to the City of the Percentage or Guaranteed Amount will cause the City to incur costs not contemplated by the Agreement, the exact amount of which will be difficult to ascertain. Accordingly, if the Percentage or Guaranteed Amount is not received by the City on the Due Date, Contractor agrees to pay to the City a late fee equal to Fifty Dollars (\$50.00) for each day such payment is late.

3. Make checks payable to: City of Dardenne Prairie.

Mail to: City Treasurer
 City of Dardenne Prairie
 2032 Hanley Road
 Dardenne Prairie, MO 63368

4. ACCOUNTING OF GROSS SALES

1. It shall be the Contractor's sole responsibility to remit to the City an accounting of all sales made at the Concession Facility during the Season. This documentation shall be for the purpose of accounting for all vending and concession services.

2. Cash Registers. All sales, other than sales from vending machines, shall be recorded by cash registers, which display to the customer the amount of the sale and automatically issue receipts certifying the transaction amount. The cash registers shall be equipped with devices which lock in sales totals, transaction records, produce duplicate audit tape, contain counters which cannot be reset and which record the transaction numbers and sales details on such tape. Any errors shall be noted by the Contractor on the audit tape with an explanation. Cash register readings shall be recorded by the Contractor at the beginning and end of each business day (the "Cash Register Readings").
3. The Contractor agrees to review and evaluate all sales figures with City staff on a quarterly basis.
4. If the City objects to all or any portion of the documentation provided by the Contractor, City shall notify the Contractor in writing within ten (10) calendar days of the disagreement. The submittal of correct and accurate documentation is an important aspect of the Contractor's responsibility under the Agreement. Any deviation from the agreed upon processes and practices set forth in the Agreement or agreed upon by the parties by the Contractor shall be grounds for termination of the Agreement.

5. AUDIT

City shall have the right, upon reasonable notice, to audit (at any time up to one year after the completion of the services) the sales and disbursements made to the City in connection with the services to be performed and may examine any relevant books and records.

No examination of the records and books of account shall unreasonably delay or defer the obligation of the Contractor to make any payments to the City.

6. CONTRACTORS BOOKS AND RECORDS

The Contractor shall keep and maintain proper and adequate books, records and accounts which accurately reflect daily usage, financial data, injuries, staff dialogue of daily occurrences, maintenance information and all necessary data to properly manage and operate the Concession Facility. All daily information and a Monthly Report shall be provided to the Supervisor at the conclusion of each month. A year-end report is to be provided to the Supervisor no later than December 31st.

7. RENEWAL OPTION

Upon expiration of the 2016 contract year, the City shall have the sole option to renew the Contract for an additional one (1) year term, up to two (2) additional years under the same terms and conditions.

8. INSURANCE

The Contractor shall, during the term of the Agreement, at its own expense, procure and maintain insurance as follows: (1) A comprehensive commercial general liability insurance to include premises/operations, products, personal injury, completed operations, incidental malpractice and contractual coverages with a minimum limit of Three Million Dollars (\$3,000,000.00) combined for any single occurrence and One Million Dollars (\$1,000,000.00) for any single person per occurrence and for property damage; (2) Automobile liability insurance with combined single limits of liability not less than \$500,000 for bodily injury, including personal injury or death and property damage.

Insurance coverage must be provided by an insurer having an AM Best and Company Rating of at least A+. Said general liability insurance must cover the premises herein named and all of the activities pertaining to the Contractor.

The City shall be named as additional insured on all such insurance policies, with the exception of workers' compensation coverage. The Contractor shall provide certificates of insurance, concurrent with the execution of the Agreement, evidencing such coverage and, at City's request, furnish the City with copies of all insurance policies and with evidence of payment of premiums or fees of such policies. All insurance policies shall contain a clause of endorsement providing that they may not be terminated or materially amended during the term of the Agreement, except after thirty (30) days prior written notice to the City. If the Contractor's insurance policies are "claims made" or "claims paid", the Contractor shall be required to maintain tail coverage for a minimum period of three (3) years from the date the Agreement is actually terminated. The Contractor's failure to maintain such insurance policies shall be grounds for the City's immediate termination of the Agreement.

9. WORKERS' COMPENSATION INSURANCE

The Contractor shall procure and shall maintain during the term of the Agreement, Workers' Compensation Insurance for all of its employees to be engaged and perform work under the Agreement, and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all such employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's Workers' Compensation Insurance. In the event any class of employees engaged in hazardous work under the Agreement is not protected under the Workers' Compensation statute, the Contractor shall provide, and shall cause such subcontractor to provide, adequate Employer's Liability Insurance for the protection of its employees not otherwise protected.

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the City.

In full compliance with the Worker's Compensation Act of the State of Missouri and Employer's Liability Coverage the minimum amount of insurance shall be One Million Dollars (\$1,000,000.00) per occurrence.

10. INDEMNIFICATION

The Contractor agrees to indemnify, defend, and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with the Agreement to the extent caused by the negligent acts, errors or omissions of the Contractor, its partners, shareholders, agents, employees, or by the Contractor's breach of the Agreement. Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs.

11. LICENSES AND PERMITS

The Contractor shall be responsible for obtaining and paying the costs of all necessary permits and licenses required by any applicable laws, rules and/or regulations (including the Ordinances of the City of Dardenne Prairie) necessary for the operation of the Concession Facility provided, however, the Contractor shall not be responsible for obtaining a use permit.

12. HEALTH AND SAFETY STANDARDS

The Contractor shall meet all Health and Safety Standards regulations set forth by Ordinance of the City of Dardenne Prairie and St. Charles County. The Concession Facility will be maintained in a clean and orderly fashion, and the operation shall be in accordance with all the rules and regulations of the Health Department of the State of Missouri. The Contractor shall maintain the Concession Facility in a clean and safe condition at all times.

The Contractor will be required to place and have available during all hours of operations a first aid kit.

13. LIQUIDATED DAMAGES AND PENALTIES

13.1 Maintenance

Contractor agrees that if he/she defaults or neglects to carry out the general maintenance work in accordance with the specifications stated herein (Section 5, Basic Services) City shall charge the Contractor the cost of time, materials, and a 25% administration fee based on the total costs for time and materials for said actions taken by the City.

13.2 Register Readings

Contractor agrees that if he/she collects sales receipts in an amount less than that indicated on the Cash Register Readings at the end of the day, Contractor shall be

responsible to pay the Percentage based on the Cash Register Readings, not on collected sales.

13.3 Staffing

Contractor agrees that should it fail, refuse, or neglect to provide adequate staffing, the Contractor shall pay to the City, as liquidated damages, in the sum of One Hundred Dollars (\$100.00) per day for each and every day said Contractor fails, refuses or neglects to perform said obligations.

13.4 Performance of Obligations

Contractor agrees that should it fail, refuse, or neglect to perform any of the obligations imposed upon it as specified herein and City is caused thereby to operate the Concession Facility or close the Concession Facility and/or seek another person, firm, company, corporation or association to operate and manage the Concession Facility, then and in the event, Contractor shall pay to City as liquidated damages the sum of Five Hundred Dollars (\$500.00) per day for each and every day said Contractor fails, refuses or neglects to perform said obligations until the City reopens and operates the Concession Facility through the balance of the Season by other means as specified above. In addition to the damages set out in this Section, the Contractor shall pay damages for any increased expense incurred once the City has reopened the Concession Facility due to Contractor's failure, refusal, or neglecting to perform equal to the difference between the costs incurred by City to operate during the term of the Agreement and the costs that would have been incurred by the City under the Agreement.

13.5 Quit and Surrender Premises

Contractor further agrees to quit and surrender the Concession Facility premises to City upon the expiration or termination of the Agreement. Contractor agrees that it shall pay as liquidated damages to the City, Five Hundred Dollars (\$500.00) per day for each and every day that it continues to occupy said premises after expiration or termination.

14. Independent Contractor/Conflict of Interest

It is the intention and understanding of the parties that the Contractor shall be an independent contractor and that the City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall pay all income and other taxes as due. Industrial or any other insurance, purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Contract to an employment contract. It is recognized that Contractor may be performing services during the term of this Contract for other parties; provided, however, that such performance of other services shall not conflict with or interfere with Contractor's ability to perform

under this Contract. Contractor agrees to resolve any such conflicts of interest in favor of the City.

15. Equal Opportunity Employer

In all the Contractor's activities, including the performance of the services under this Contract and all hiring and employment made possible by or resulting from this Contract there shall be no discrimination by Contractor or by Contractor's employees, agents, subcontractors or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of payor, other forms of compensation, and selection for training, including apprenticeship. Contractor shall not violate any of the terms of Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding non-discrimination. Any material violation of this provision shall be grounds for termination of this Agreement by the City and, in the case of the Contractor's breach, may result in ineligibility for further City agreements.

16. Signs

The Contractor shall not place any sign, notice or advertising matter in or about the Concession Facility or the City's real property, without the City's prior written consent, which consent may be withheld for any reason. If required by City ordinance, the Contractor shall obtain all necessary permits in connection with any such signs.

AGREED TO, EFFECTIVE THIS 7TH DAY OF APRIL 2016:

Authorized Representative

John Hecci, Owner/Operator

WMH Sports Services, LLC

1821 Plaza Court

St. Charles, MO 63303

Acceptance:

By:

DAVID C. ZUCKER, Mayor
City of Dardenne Prairie

Attest:

City Clerk

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE,
MISSOURI, AUTHORIZING THE MAYOR TO
NEGOTIATE AND ENTER INTO THE AGREEMENT TO
PROVIDE KENNEL SERVICES AND ENFORCEMENT
OF ST. CHARLES COUNTY'S ANIMAL CONTROL
ORDINANCE**

WHEREAS, the provisions of Sections 70.210 to 70.325 inclusive, RSMo., as amended, empower cities and other political subdivisions to contract and cooperate with each other for a common service; and

WHEREAS, the Board of Aldermen of the City of Dardenne Prairie finds that it will promote the general welfare of the City to enter into the Agreement to Provide Kennel Services and Enforcement of St. Charles County's Animal Control Ordinance;

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 Agreement to Provide Kennel Services and Enforcement of St. Charles County's Animal Control Ordinance (the "Agreement") attached hereto, marked as **Exhibit A**, and incorporated by reference herein, be and they hereby are approved and the Mayor is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Agreement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Agreement and this Ordinance.

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

SECTION 3. Severability. 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 the date of its final passage and approval.

Read two times, passed, and approved this _____ day of _____, 2016.

As Presiding Officer and as Mayor

Attest:

City Clerk

Approved this _____ day of _____, 2016.

Mayor

Attest:

City Clerk

"Exhibit A"

AGREEMENT TO PROVIDE KENNEL SERVICES AND ENFORCEMENT OF ST. CHARLES COUNTY'S ANIMAL CONTROL ORDINANCE

This Agreement to Provide Kennel Services and Enforcement of St. Charles County's Animal Control Ordinance ("Agreement"), entered into as of the date of signature by the undersigned by ST. CHARLES COUNTY, MISSOURI (hereinafter "COUNTY") and _____, a municipal corporation (hereinafter "MUNICIPALITY"), is subject to the following terms and conditions:

ARTICLE ONE - GENERAL SERVICES

- A. In consideration of the MUNICIPALITY'S covenants hereinafter expressed, the COUNTY agrees to provide kennel services to consist of canine and feline boarding services and enforce its Animal Control Ordinance as adopted by MUNICIPALITY, subject to the provisions of this Agreement.
- B. The MUNICIPALITY agrees:
1. To adopt the COUNTY'S Animal Control Ordinance as provided in Article Two of this Agreement; and
 2. To adopt the COUNTY'S fees for services set forth in the Ordinances of St. Charles County ("OSCCMo") § 205.240, for the purpose of collection by the County from citizens of MUNICIPALITY using those certain services performed pursuant to the Animal Control Ordinance to be adopted as provided as set forth in 1. above and in Article Two of this Agreement.
 3. The COUNTY shall collect and retain one hundred (100%) percent of all fees duly adopted by MUNICIPALITY on behalf of COUNTY pursuant to Article II, including but not limited to kennel boarding fees, adoption fees, disposal fees, drop-off fees, euthanasia fees, spay/neuter fees, surrender fees, quarantine/difficult animal boarding fees, and microchip fees.
 4. The Director of COUNTY'S Division of Humane Services shall have sole discretion in any and all decisions related to care and/or disposition of all animals kenneled or boarded pursuant to this Agreement.
 5. The MUNICIPALITY shall retain one hundred (100%) percent of all fees or fines it may duly adopt or impose in addition to the COUNTY fee schedule adopted by MUNICIPALITY pursuant to Article II for kennel or animal boarding related services. COUNTY shall NOT be responsible for the collection of any such fees or fines in excesses of the COUNTY'S fees for services performed under the Animal Control Ordinance.
 6. The MUNICIPALITY shall adopt a feral Cat Program as provided for pursuant to OSCCMo § 205.225. Such a program shall be substantially in the form of the "Outline for Feral Cat Program" (attached hereto as Exhibit "C").

7. The MUNICIPALITY shall pay COUNTY for services provided pursuant to this Agreement, at the annually rate set forth in Exhibit "A", attached hereto and incorporated herein by reference. The MUNICIPALITY shall remit payment no later than January 10, 2015.
8. The MUNICIPALITY shall be allowed access to the COUNTY'S Pet Adoption Center ("Facility"), located at 4850 Mid Rivers Mall Drive, St. Peters, MO 63376, once per quarter, for the purpose of completing a walk through and inspection of the Facility. This walk through and inspection shall be scheduled at a time mutually agreed upon by the COUNTY and the MUNICIPALITY.
9. The COUNTY shall record and report to the MUNICIPALITY on a monthly basis, the date the animal arrived at the Facility, the animal's species, the animal's sex, the animal's breed (if known), a brief description of the animal's color, the animal's microchip number (if applicable), the MUNICIPALITY'S case number, and the date and disposition of the animal for all animals housed by the COUNTY pursuant to this agreement. This report may also include: Total number of canines and felines taken into custody on behalf of the MUNICIPALITY during the reporting month; Total number of canines and felines euthanized on behalf of the MUNICIPALITY during the reporting month; Total number of canines and felines held in COUNTY custody on behalf of the MUNICIPALITY adopted during the reporting month; Total number of canines and felines held in COUNTY custody on behalf of the MUNICIPALITY released to foster care during the reporting month; Total number of canines and felines held in COUNTY custody on behalf of the MUNICIPALITY released to animal rescue organizations during the reporting month; and Total number of canines and felines held in the custody of the COUNTY, at the Facility, on behalf of the MUNICIPALITY at the time of the report. This report shall be provided to the MUNICIPALITY on or before the tenth day of the following month and may be transmitted electronically.

ARTICLE TWO – PARTICULAR TERMS AND CONDITIONS

- A. The MUNICIPALITY shall adopt the COUNTY'S Animal Regulations, (Chapter 205, Ordinances of St. Charles County, Missouri, attached hereto as Exhibit "B"), as well as an appropriate penalties as allowed by law and authorization for enforcement through the County Municipal Court, and shall also:
 1. Amend Article IV, Section 205.170, Subsection A, OSCCMo, so adopted as follows: "Zoning Compliance. The applicant for an original kennel registration shall present to the (Deputy) Director a written statement from the MUNICIPALITY'S zoning officer that

the establishment of a kennel at the proposed site is not in violation of the MUNICIPALITY'S zoning regulations or is permissible either as a legal non-conforming use or under conditional use permit".

- B. The MUNICIPALITY shall adopt the COUNTY'S animal regulations authorizing the COUNTY'S Department of Public Health to collect fees for services under Article VI, Section 205.240, OSCCMo.
- C. The MUNICIPALITY shall adopt any amendments to Chapter 205, Animal Regulations, OSCCMo, that the COUNTY may enact in the future.
- D. The MUNICIPALITY shall adopt any amendments to the COUNTY'S regulations authorizing fees for services under Article VI, Section 205.240, OSCCMo, that the COUNTY may enact in the future, subject to the Constitution and laws of the State of Missouri.
- E. The St. Charles County Counselor's Office the St, Charles County Division of Humane Services shall be responsible for all enforcement services performed pursuant to this Agreement.
- F. The MUNICIPALITY shall certify a copy of its act adopting Chapter 205, Animal Regulations, OSCCMo, and any amendments to those regulations, to:
 - 1. The St. Charles County Register; and
 - 2. The COUNTY'S Department of Public Health.
- G. The MUNICIPALITY may amend any provision of the COUNTY'S Animal Regulations SECTIONS I through SECTION IV, provided:
 - 1. The COUNTY consents, in writing, to such amendment prior to its adoption by the MUNICIPALITY.
 - 2. The MUNICIPALITY provides the COUNTY with a certified copy of any such amendment within thirty (30) days of its adoption by the MUNICIPALITY.
- H. The MUNICIPALITY may elect NOT to adopt Section 205.082: Keeping Roosters by notifying the COUNTY, in writing, at the time this Agreement is executed that the MUNICIPALITY has elected not to adopt Section 205.082: Keeping Roosters. Such writing shall be attached hereto and incorporated herein as part of this Agreement.

ARTICLE THREE – LIMITATIONS

- A. The contract hereby given is not assignable and is to be exercised solely by the COUNTY and the MUNICIPALITY as provided herein.
- B. The MUNICIPALITY shall comply with all applicable laws, ordinances, rules, regulations and requirements now in force or enacted in the future.
- C. Nothing herein shall require the COUNTY to file any legal action in the enforcement of the regulations described herein.

ARTICLE FOUR – LIABILITY

To the extent permitted by law, the MUNICIPALITY shall indemnify, protect and hold harmless the COUNTY from and against the loss, cost, claims, demands, damage and/or expense arising out of any demand, claim, suit, or judgment for damages to property or injury to or death of persons, including the officers, agents and employees of either party herein, and including payment under any workmen's compensation law, or under any plan for employee's disability or death benefit, which may arise out of or be caused in whole or in part by the fault, failure, negligence or alleged negligence of the MUNICIPALITY, its agents, servants or employees in performing its obligations under this contract.

To the extent permitted by law, the COUNTY shall indemnify, protect and hold harmless the MUNICIPALITY from and against the loss, cost, claims, demands, damage and/or expense arising out of any demand, claim, suit or judgment for damages to property or injury to or death of person, including the officers, agents and employees of either party herein, and including payment under any worker's compensation law, or under any plan for employee's disability or death benefit, which may arise out of or be caused in whole or in part by the fault, failure, negligence or alleged negligence of the COUNTY, its agents, servants or employees in performing its obligations under this contract.

ARTICLE FIVE – TERMINATION

The term of this Agreement shall commence on January 1, 2016, and shall terminate on December 31, 2016. This Agreement shall automatically be renewed for additional one year terms on January 1 of each year for a period of 5 years unless either party gives written notice on or before December 1 of each year.

This Agreement may be terminated by either party hereto at any time by giving forty-five (45) days prior written notice to the other party at the address shown on the signature page.

ST CHARLES COUNTY, MISSOURI
100 North Third Street, Suite 216
St Charles, Missouri 63301

Steve Ehlmann, County Executive

ATTEST:

ATTEST:

City Clerk

County Register

Date

Date

Exhibit A
 Total Costs for Housing and Animal Capture -
 Including Wentzville and O'fallon - REVENUE NEUTRAL

TOTAL Humane Operation Expenses \$ 1,626,544

	Kennel Operations	Jurisdiction Cost Animal Capture	Total Costs
Augusta	-	170.72	170.72
Cottleville	-	4,149.96	4,149.96
Dardenne Prairie	-	15,512.06	15,512.06
Flint Hill	-	354.26	354.26
Foristell	-	340.77	340.77
Josephville	-	253.72	253.72
Lake St Louis	-	19,629.63	19,629.63
New Melle	-	373.95	373.95
Portage Des Sioux	-	221.33	221.33
St Paul	-	1,234.19	1,234.19
*** St Peters	-	-	-
Weldon Spring	-	7,345.76	7,345.76
Weldon Spring Heights	-	61.41	61.41
West Alton	-	352.24	352.24
O'fallon	-	-	-
Wentzville	-	-	-
Unincorporated	962,689.00	613,855.00	1,576,544.00
	962,689.00	663,855.00	1,626,544.00

*** Allocates current charge to St Peters across all Jurisdictions

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, REPEALING CHAPTER 205 OF THE MUNICIPAL CODE OF THE CITY OF DARDENNE PRAIRIE; AND, IN LIEU THEREOF, ENACTING A NEW CHAPTER 205 OF THE MUNICIPAL CODE OF THE CITY OF DARDENNE PRAIRIE; REGULATING ANIMALS WITHIN THE CITY

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

WHEREAS, pursuant to § 79.400.4, RSMo., the Board of Aldermen of the City may “provide for the erection of all needful pounds, pens and buildings for the use of the city, within or without the city limits, and appoint and compensate keepers thereof and establish and enforce rules governing the same;” and

WHEREAS, pursuant to § 79.400.5, RSMo., the Board of Aldermen of the City “may also tax, regulate and restrain and prohibit the running at large of dogs, and provide for their destruction when at large contrary to ordinance, and impose penalties on the owners or keepers thereof;” and

WHEREAS, the Board of Aldermen desires to amend the provisions of Chapter 205 of the Municipal Code of the City of Dardenne Prairie regulating animals within the City;

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

SECTION 1. That Chapter 205 of the Municipal Code of the City of Dardenne Prairie, Missouri, be and is hereby amended by deleting it in its entirety, and enacting, in lieu thereof, a new Chapter 205, to read as follows:

CHAPTER 205. ANIMAL REGULATIONS

ARTICLE I. IN GENERAL

SECTION 205.010: DEFINITIONS.

For the purposes of this Chapter, the following words and phrases shall have the meanings respectively ascribed to them by this Section:

ADEQUATE CARE

Normal and prudent attention to the needs of an animal, including wholesome food, clean water, shelter and health care as necessary to maintain good health in a specific species of animal.

ADEQUATE CONTROL

Reasonable restraint sufficient to prevent an animal from running at large, or from injuring itself, or from any person, or any other animal, or from damaging any property.

ADEQUATE SHELTER

Structurally sound, properly ventilated and weatherproofed housing which is large enough to let the animal housed in it stand up, turn around, and lie down; is equipped with bedding that will not absorb water and/or freeze; and will not exacerbate existing weather conditions by, for example, absorbing heat on hot sunny days.

ADULT CAT

Any domestic member of the felis catus family over the age of six (6) months.

ADULT DOG

Any domestic member of the canis familiaris family over the age of six (6) months.

ANIMAL

Any living vertebrate except human.

AT LARGE

Off the premises of the owner, or of anyone having care, custody, or control and not under the adequate control of the owner or of anyone having care custody or control.

BOARDING KENNEL

A place or establishment other than a pound where animals not owned by the proprietor are sheltered, fed and watered for a fee.

BREEDING KENNEL

A place or establishment maintaining five (5) or more female cats or dogs as breeding stock.

CIRCUS

A commercial variety show featuring animal acts for public entertainment.

COMMUNITY CAT

A cat that is un-owned, free roaming, stray, lost or an abandoned former pet living in the wild that may or may not be feral or socialized.

COMPENDIUM

The current Compendium of Animal Rabies Control issued by the National Association of State Public Health Veterinarians, Inc.

COMPETENT PERSON

Any person, regardless of age, who has custody of the animal in question or is capable of controlling and governing the animal in question whose commands the animal is obedient.

COUNTY

St. Charles County, Missouri.

COUNTY COUNCIL

The governing body of the County.

DANGEROUS DOG

Any dog with the following characteristics:

1. Any dog which has inflicted a severe or fatal injury on a human, whether upon public or private property, provided that the Division has a signed physician's statement documenting the injury and its treatment, and qualifying the injury as a severe or fatal injury.
2. Any dog declared by the Director to be dangerous pursuant to Section **205.142(C)** and **(D)** of this Chapter.

DEALER

Any person, group of persons or corporation engaged in selling or donating dogs, cats or other small animals to other dealers, or to kennels, pet shops or research facilities.

DIRECTOR

The Director of the St. Charles County Division of Humane Services or any person or agent employed or designated by the Director.

DIVISION

The St. Charles County Department of Public Health, Division of Humane Services.

DOMESTICATED ANIMAL

Any animal, including but not limited to a cat, dog, kitten or puppy, that has been tamed and kept by humans primarily for labor, food or for human companionship. Domesticated animal shall not include fish or any of the following caged animals: birds, reptiles, amphibians, other small mammals weighing less than six (6) pounds, or exotic/dangerous animals.

EXOTIC/DANGEROUS ANIMAL

Any animal not indigenous to the United States and/or not normally kept as a pet including but not limited to non-human primates, alligators, large carnivores, deadly or poisonous animals, wolves, coyotes or any animal bred with a wolf or coyote.

EXPOSED TO RABIES

Any animal, whether licensed and vaccinated for rabies or not, which has been bitten by or has been fighting with, or has consorted with an animal known to have rabies or showing symptoms of rabies.

FERAL CAT

A domestic cat born in the wild or that has reverted back to a wild state and is not tame or socialized.

FERAL CAT PROGRAM

Any program adopted as provided for in Section 205.225 of this Chapter or approved by the Director.

GROOMING SHOP OR PARLOR

Any establishment or place where animals are bathed and/or groomed for a fee.

HARBOR

To feed, shelter, or confine an animal.

IMPOUND

To apprehend, catch, trap, net or, if necessary, kill any animal by the Division of Humane Services of the County or its agent.

IMPOUNDING FACILITIES

Any premises designated by the County for the purpose of caring for animals impounded by the Division of Humane Services of the County or its agent.

KENNEL

Any person, group of persons or corporation engaged in buying, selling, breeding, or boarding dogs, cats or other small animals.

KITTEN

Any domestic member of the felis catus family age of six (6) months or under.

OWNER

Any person with custody of an animal who purchased, was gifted or otherwise legally acquired such animal.

PEN

A secure enclosure primarily used for dogs with four (4) sides, a top, and a lockable gate/door that is large enough to allow animals free movement while inside, protection from the elements and will prevent an animal from escaping or entering.

PET SHOP

Any commercial establishment where dogs, cats or other small animals are bought, sold, or exchanged.

POLICE DEPARTMENT

The police department of the City of Dardenne Prairie as set forth in Chapter 200 of this Code.

PUPPY

Any domestic member of the canis familiaris family age of six (6) months or under.

REGISTRATION-VACCINATION

The procedure of vaccinating against the rabies virus and issuing a numbered tag and an identically numbered certificate of vaccination. The words "*registration*" and "*vaccination*" shall be interchangeable.

SECURE FENCE

Any fence or pen kept in good repair, constructed of wood, metal or plastic and built to prevent an animal from going over, under or through; and prevents the animal from putting his head or mouth through any opening.

SEVERE OR FATAL ATTACK

Any attack by a dog which causes a severe or fatal injury, or the death of a domestic animal.

TAG

Any object which bears the number of a certificate of vaccination and which has been issued by the authority of the Division of Humane Services of the County.

VETERINARIAN

Any individual who is validly and currently licensed to practice veterinary medicine in Missouri as determined by the Missouri Veterinary Medical Board in accordance with the requirements and provisions of Missouri Revised Statute Sections 340.200 to 340.298. in Missouri as determined by

WILD ANIMAL

Any indigenous species of animal which is not normally domesticated in the United States and would normally live in the wild, irrespective of its actual state of domesticity, docility or tameness.

ZOOLOGICAL PARK

Any facility, other than a pet shop or kennel, displaying or exhibiting one (1) or more species of non-domesticated, wild or exotic animals operated by a person, partnership, corporation or government agency.

SECTION 205.020. APPLICATION.

This Chapter shall regulate all owners, persons, businesses, occupations or activities within the City of Dardenne Prairie.

ARTICLE II. PROHIBITED CONDUCT

SECTION 205.032. ANIMALS TO BE UNDER CONTROL WHEN OFF OWNER'S PREMISES.

- A. All owners and custodians or anyone having care, custody or control of any animal shall prevent the animal from being at large. All domesticated animals, when such animal is off of their premises, in a residentially zoned district, shall be on a leash not to exceed ten (10) feet in length.
- B. The provisions of this Section shall not apply to:
 - 1. Dogs being used in hunting, training, field trials and dog shows while on any property with express permission; or
 - 2. Dogs of any government agency.

SECTION 205.034. CONFINEMENT TO PROPERTY.

- A. It shall be unlawful for any owner or anyone having care, custody or control of any dog or cat to:
 - 1. Confine an animal in an outdoor pen or enclosure without adequate space so as to provide the animal with free movement or exercise.
 - 2. Leave a dog or cat tethered outdoors for ten (10) consecutive hours in a twenty-four-hour period or on a tether that allows a dog or cat to enter upon a sidewalk or right-of-way.
 - 3. Tether a dog or cat except by means of:
 - a. A properly fitting harness or collar.
 - b. A tether in proportion to the size of the animal so that its weight and construction do not burden or encumber the animal's movement but not allow breakage. The tether must be at least fifteen (15) feet in length with a swivel at both ends. If a trolley system is used the trolley cable must be at a safe height from the ground.
 - 4. Tether a dog or cat in such a manner that the animal cannot access adequate shelter while tethered.
 - 5. Tether a dog or cat in conditions where the animal or tether can become entangled causing a hazard for injury or death, or where the tether can restrict the animal's access to adequate shelter or adequate food or water.
 - 6. Tether a dog or cat outdoors in a manner that prevents the animal to defecate or urinate in an area separate from the area where it must eat, drink or lie down.

7. Expose a dog or cat to any weather conditions that cause immediate or imminent threat to the animal's physical well-being.
8. Tether an animal in an area where it stays wet or muddy for more than twenty-four (24) hours after the session of a period of rain.
9. Leave an animal tethered outside in a residentially zoned area between the hours of 10:00 P.M. and 6:00 A.M., except temporarily tethering outdoors for a time period not exceeding fifteen (15) minutes for the purpose of urination/defecation.
10. Tether a dog under the age of six (6) months.

SECTION 205.036. HARBORING STRAY ANIMALS.

A person may not harbor any stray animal, unless it is reported to the Division within twenty-four (24) hours of finding the animal. The Division may impound the animal at its discretion.

SECTION 205.040. CRUELTY TO ANIMALS.

- A. A competent person or owner is guilty of animal neglect when having custody or ownership or both of an animal and he or she fails to give it adequate care.
- B. A competent person or owner is guilty of animal abuse when he:
 1. Intentionally or purposely kills an animal in any manner not allowed by or expressly exempted from the provisions of this Chapter;
 2. Purposely, intentionally or recklessly causes injury, suffering, or pain to an animal;
 3. Abandons an animal;
 4. Overworks, overloads, drives, tortures, beats, or recklessly or maliciously wounds or kills an animal, or carries or transports it in any vehicle or other conveyance in an inhumane or unsafe manner or causes any of these acts to be done; or
 5. Having ownership or custody or both of an animal and willfully fails to provide adequate care or adequate control or allows it to be at large.
- C. The provisions of this Section shall not apply to euthanasia of an animal by the owner or a veterinarian.
- D. Any person found guilty of animal abuse or neglect shall be responsible for all real costs associated with the impound, care, keeping, all diagnostic tests and treatments.

SECTION 205.050. FAILURE TO REGISTER/VACCINATE.

- A. An owner is guilty of failure to register/vaccinate when he:
 1. Fails to arrange registration/vaccination of any cat, dog, puppy or kitten with the Division when or before the puppy or kitten reaches four (4) months of age, but not before it reaches three (3) months of age;
 2. Fails to arrange registration/vaccination of any dog or cat within forty-five (45) days of acquisition by the owner; or

3. Fails to have a collar or harness bearing a current tag on the vaccinated dog or cat when the animal is outside the residence of the owner.

SECTION 205.060. HARBORING HABITUALLY BARKING DOGS.

- A. No person shall keep or harbor upon his premises any dog that by frequent and habitual barking, yelping or howling causes fear or annoyance to the person or persons living in the immediate area.
- B. Complaints during normal business hours of the Division shall be taken by the Division. Complaints after the Division's normal business hours shall be taken by the Police Department.
- C. Before investigating the complaint, the authority receiving it shall take the name, address and telephone number(s) of each complainant. If the Police Department investigates the complaint, the Police Department shall forward a copy of the complaint, as well as an incident report, if any, to the Division. Upon complaint to the Division or upon the Division's receipt of a copy of a complaint taken by the Police Department, the Division may investigate and, upon a finding that the owner of the animal has violated Subsection (A), may request further legal action if either the complainant agrees in writing to testify against the violator of this Section or if the Division's own investigation results in evidence of the violation of Subsection (A).
- D. This Section shall not apply to kennels operating under licenses issued by St. Charles County and/or the City of Dardenne Prairie at the time this Chapter takes full force and effect.
- E. A violation of Section 205.060 is an infraction punishable by a fine of fifty dollars (\$50.00) for the first (1st) offense, one hundred dollars (\$100.00) for the second (2nd) offense and two hundred dollars (\$200.00) to five hundred (\$500.00) for any offense thereafter.

SECTION 205.062. HARBORING DANGEROUS DOGS.

- A. No owner or competent person shall keep or harbor upon his/her premises any dangerous dog in violation of the provisions of Section 205.145(B), nor shall any owner or competent person fail to control his or her dangerous dog as required by the provisions of this Chapter. Violation of this provision shall be subject to the penalties set out in Section 205.250, in addition to the fees and penalties set out in Section 205.240.
- B. This Section shall not apply to:
 1. Dogs of any government agency.
 2. Kennels operating under licenses issued pursuant to this Chapter.

SECTION 205.064. PROHIBITION ON ANIMAL FIGHT TRAINING.

- A. It shall be unlawful to fight-train a dog or to keep, harbor, board or in any manner possess a dog for the purpose of dog-fighting or dog-fight exhibitions. Scars, wounds, training and/or fighting paraphernalia shall be used as evidence of participation in dog-fight training or exhibitions. "Fight training" shall include, but not be limited to:
 1. Actions designed to torment, badger, bait or in any way encourage any dog for purposes of engaging in a dog fight exhibition.
 2. The use of other dogs or animals of any sort for blood sport training.

3. Abusing the animal by inflicting blows, kicks or other physical contact in order to encourage the dog to develop aggression or fighting skills.
4. Any other activity, the primary purpose of which is the training of dogs for aggressive or vicious behavior or dog fights.

SECTION 205.070. FAILURE TO DISPOSE OF DEAD ANIMALS.

- A. No competent person or owner shall place or leave the carcass of any dead animal in any street, alley or lot, or allow the carcass to remain on his or anyone else's property.
- B. The owner of any animal which has died from any cause shall dispose of the body within twenty-four (24) hours after knowledge of such death. The animal shall be buried no closer than four (4) feet to the natural surface of the ground or disposed of by the County, a private veterinarian, or a disposal plant licensed under Chapter 269, RSMo..

SECTION 205.080. KEEPING EXOTIC/DANGEROUS ANIMALS.

It shall be unlawful for any person to sell, own, possess or harbor any wild or exotic/dangerous animal in any place other than a properly maintained zoological park, circus, scientific or educational institution, research laboratory, or a licensed sanctuary or refuge. All such animals must be identified by a microchip and that microchip registered at the Division. Any violation of the Section shall require the owner or caretaker to immediately surrender the animals forfeiting all ownership to the Division for proper placement or humane euthanasia.

SECTION 205.082. KEEPING ROOSTERS.

It shall be unlawful for any person to own, possess, harbor or keep a rooster in a residentially zoned parcel of land less than five (5) acres in size.

SECTION 205.085. LIMITS ON DOMESTICATED ANIMALS.

- A. No person shall harbor, keep or allow another to harbor or keep more than four (4) domesticated animals on any parcel of property located within a residentially zoned district; except that any person may keep more than four (4) animals on any parcel of property only after obtaining a kennel registration issued by the Director.
- B. No person shall harbor, keep or allow another to harbor or keep more than four (4) snakes on any parcel of property located within a residentially zoned district. Subsection (B) of this Section shall not apply to any property zoned single family residential.
- C. Any person that obtains a kennel registration must comply with requirements set forth in Sections 205.160 to 205.210 of this Chapter. Nothing herein shall be construed to repeal the provision of Section 205.080. Nothing herein shall be construed to limit the number of livestock on property in excess of five acres and being used for agricultural purposes consistent with the requirements of Chapter 405 of this Code.

SECTION 205.090. INTERFERING WITH AN OFFICER.

- A. An owner or any person is guilty of interfering with an officer when he:
 - 1. Conceals an animal from an officer of the Division or Police Department.
 - 2. Refuses to surrender an animal upon the lawful request of an officer of the Division or Police Department.
 - 3. Physically attempts to prevent impounding by the officer of the Division or Police Department.

SECTION 205.100. DISPOSAL OF FECAL AND URINE MATTER.

All fecal and urine accumulations in any pen, run, cage or yard where any animal is kept shall be removed and disposed of or cleaned in such a manner as to prevent the attraction of flies and/or the creation of offensive, disagreeable, or noxious odors. Dog or cat owners or anyone having care, custody or control of a dog or cat shall immediately dispose of, in a sanitary manner, fecal matter created while off the dog or cat owner's property.

ARTICLE III. REGISTRATION AND IMPOUNDING

SECTION 205.110. REGISTRATION/ VACCINATION.

- A. Every person who is responsible for any puppy or kitten shall have such puppy or kitten vaccinated by a veterinarian against rabies and registered as provided in this Article when or before the puppy or kitten reaches six (6) months of age, but not before it reaches three (3) months of age.
- B. Every cat, dog, kitten and puppy shall be vaccinated by a veterinarian as indicated by the Compendium of Animal Rabies Control. No dog or cat shall be exempted from this Article due to advanced age.
- C. No veterinarian practicing in the City shall vaccinate a dog or cat without complying with the registration requirements of this Section.
- D. The Division of the County shall prepare numbered tags and certificates of vaccination for distribution to veterinarians practicing within the City of Dardenne Prairie, and to veterinarians who practice outside the City but who vaccinate animals that are transported into the City.
- E. Each veterinarian practicing in the City shall order from the Division a sufficient number of numbered tags and certificates of vaccination to assure that he will be able to discharge his duty to register and vaccinate a dog or cat under this Section.
- F. All veterinarians shall pay the Division a fee to be set by the County Council for each numbered tag and certificate of vaccination ordered, payable either upon receipt of the tags and certificates ordered or within thirty (30) days of billing.
- G. Veterinarians may include the fee authorized by Subsection (F) of this Section in the amount charged clients for supplies and services in vaccinating a dog or cat.
- H. After vaccinating any dog or cat, the veterinarian shall complete a certificate of vaccination, assign it the number of a numbered tag, and deliver that tag and a copy of the certificate of vaccination to the vaccinated animal's owner and the Division. It shall be the owner's duty to attach the tag to a collar or harness of the vaccinated animal and ensure that the

animal wears its collar or harness when outside the owner's residence. Any dog or cat found at large without a tag may be deemed to be a stray animal and not vaccinated under this Section.

I. The Division shall collect its copies of completed certificates of vaccination and maintain cross files of the certificates by name of owner and by certificate number.

SECTION 205.120. ANIMALS IMPOUNDED — WHEN — WHERE KEPT.

A. The Director shall have the power to enter onto any lots or lands to impound the following animals:

1. All dogs outside while in estrus not securely confined in an enclosed pen;
2. All animals which are at large contrary to the requirements of Section 205.040 of this Chapter, or which have been at large and are immediately pursued by an employee of the Division regardless of whether the animal is at large at the time it is apprehended;
3. All animals for which there is no competent person apparently responsible who can provide adequate care;
4. All animals exposed to rabies, whether or not at large, or on a leash, or confined to an owner's premises;
5. Any dog or cat which has not been vaccinated within seventy-two-hour period following release from any impounding facility;
6. Any dog or cat not vaccinated against the rabies virus;
7. Any animal that has bitten a person or animal;
8. Any animal whose owner has voluntarily and intentionally relinquished control to the Director;
9. Any cat, dog, kitten or puppy not wearing a registration tag;
10. Any animal in imminent danger of death or in pain or suffering and the issues causing the imminent danger of death or pain and suffering is not being addressed by the owner or custodian of the animal;
11. Any animal that requires adequate care and the owner or anyone having care, custody or control has failed to provide such care after being notified by an animal control officer or law enforcement official;
12. Any animal in a residence or on a property that has been found unfit for habitation;
13. Any animal in a residence or on the property where the owners or occupants have been evicted by a law enforcement agency;
14. Any animal in a residence or on the property where law enforcement has taken into custody the owner or occupant;
15. Animals tethered not in compliance with any part of Section 205.034.

B. Any animal impounded pursuant to this Section shall be impounded in the St. Charles County Animal Control Shelter or elsewhere under the supervision of and in a manner satisfactory to the Director.

C. Any impounded animal bearing registration tags or bearing identification of ownership shall be held ten (10) days after the owner has been notified, unless it is claimed sooner by the owner. The Director shall make reasonable efforts within twenty-four (24) hours of impoundment to notify the owner, and, if unsuccessful, shall send the owner written notice by mail within forty-eight (48) hours of impoundment. The written notice shall include the date by which the owner must redeem the impounded animal, and state the fees payable pursuant to

Sections 205.150 and 205.240 prior to release. Once written notice is sent, the impounded animal shall be held for ten (10) days from the date of mailing. Any impounded animal unclaimed after ten (10) days shall be placed for adoption or humanely destroyed. But no animal shall be placed for adoption if suspected of rabies, exposed to rabies, or known to have bitten any person.

D. If an impounded animal does not bear registration tags or identification of ownership, and is not diseased or disabled beyond reasonable recovery, that animal shall be held for five (5) consecutive business days. If unclaimed by its owner after five (5) days, that animal may be placed for adoption or humanely destroyed. But no animal shall be placed for adoption if suspected of being rabid, exposed to rabies, or known to have bitten any person or domestic animal.

E. The Director shall have discretion in the decision to treat or euthanize an animal, including, but not limited to, feral cats or any diseased, disabled, sick or injured animal pursuant to procedures authorized, in writing, by the St. Charles County Director of Public Health.

SECTION 205.130. IMPOUNDING OF ANIMALS SUSPECTED OF OR EXPOSED TO RABIES.

A. Any animal which exhibits objective symptoms suggestive of rabies, after written certification to the owner by the impounding officer or veterinarian or such other person designated by the County for enforcement of this Chapter, shall be impounded off the property of the owner. The animal shall be held for clinical observation for ten (10) days at the impounding facilities designated by the County and, if alive at the termination of this period, shall be returned to the owner after payment of the fees payable pursuant to Sections 205.150 and 205.240. As an alternative procedure, the owner, at his own expense, may designate any veterinary hospital in the County or any boarding kennel licensed by the County wherein such animal is to be impounded and observed for a similar ten (10) day period. If such animal should die during the observation period, regardless of the location, the head shall be removed and submitted to a qualified laboratory for examination.

B. Any animal which has been exposed to rabies shall be immediately destroyed unless the owner, at his expense, chooses one (1) of the following alternative methods:

1. Strict isolation in a kennel or animal hospital for six (6) months.
2. Impounding and vaccination, if the animal is a cat, dog, kitten or puppy not immunized by any vaccine recommended by the Compendium within such vaccine's duration of immunity (as stated in the Compendium under booster recommendations).
3. Restraint by leash at owner's home and re-vaccination, if the animal is a cat, dog, kitten or puppy immunized by a vaccine recommended by the Compendium within such vaccine's duration of immunity (as stated in the Compendium under booster recommendations).

C. All other conditions of this Section and of Section 205.150, must be fulfilled prior to the release of any animal suspected of or exposed to rabies and impounded for clinical observation.

SECTION 205.140. PROCEDURE FOLLOWING ANIMAL BITE.

A. The owner of any cat, dog, kitten, or puppy which bites any person, regardless of the circumstances or irrespective of whether such cat, dog, kitten, or puppy is vaccinated, shall place such cat or dog, kitten, or puppy in the custody of the Director for confinement in a manner

satisfactory to the Director and in a manner that will prevent contact with people and other animals not already exposed for a period of not less than two hundred forty (240) hours following the date of the bite, for the purpose of clinical observation. As set out in Section 205.141, during such confinement, the cat, dog, kitten, or puppy shall be permanently identified by a microchip providing a permanent record of the identity of the animal. All expenses shall be borne by the owner of the cat, dog, kitten, or puppy as provided in Section 205.150. If for any reason, such cat, dog, kitten, or puppy should die while in confinement, its head shall be removed and submitted to a qualified laboratory. If at the end of the period of observation such cat, dog, kitten, or puppy is alive and healthy, it may be released to its owner unless such cat or dog has been declared a dangerous animal and is subject to the provisions of Section 205.145. An animal subject to the provisions of Section 205.145 shall be released or euthanized in conjunction with the provisions of that Section.

B. The Division is authorized to allow confinement in a manner other than as described in Subsection (A) of this Section when such animal will be controlled and observed in accordance with the owner's signed agreement. Preconditions for quarantine are: the animal does not have a recent history of being at large, the animal is not displaying a sudden change in disposition, and the owner has both the ability and desire to keep the animal in a secure building and separate from other animals. All expenses shall be borne by the owner of the cat, dog, kitten, or puppy as provided in Section 205.150. Dogs and/or puppies shall be confined in one of the following manners: (a) complete indoor housing, (b) secure caging or a pen in an enclosure with a locked gate, or (c) yard confinement with secure perimeter fencing and locked gate. Cats and/or kittens shall be confined in one of the following manners: (a) complete indoor housing, or (b) caging in a secure enclosure. The animal's needs for ambient temperature control, water, nutrition, elimination, and space to comfortably stand up and lie down must be adequately provided by the selected confinement method. Should the animal exhibit neurologic signs, die, or disappear during the quarantine period, the Division shall be notified immediately.

C. All other conditions of this Section and of Section 205.150 must be fulfilled prior to the release of any animal impounded or confined for clinical observation as the result of biting a person.

D. It shall be the duty of a person bitten by any animal, or of the parent or guardian of a minor bitten by an animal, to report the bite to the Division immediately. Such report shall contain the name and address of the owner of the animal, the date and time of the bite, the place where the person was bitten, and a general description of the animal and all circumstances pertaining to the bite.

E. All other animals subject to rabies shall be quarantined or euthanized and rabies tested in a laboratory in accordance with the rabies compendium and recommendations of public health officials with appropriate jurisdictional authority on a case by case basis.

SECTION 205.141. ANIMAL IDENTIFICATION.

A. Any animal which is apprehended running at large or who has bitten a human being or animal shall be photographed and microchipped by the Director immediately after a bite or running at large incident or if the animal is impounded prior to its release.

B. The cost of such microchip shall be charged to the owner as a fee pursuant to Section 205.240.

C. If the animal is transferred to another owner, the previous owner shall, within ten (10) days of the transfer of ownership, inform the Director in writing of the name, address and telephone number of the new owner(s) of the animal. The previous owners shall notify the new owners in writing of the details of the animal's record, terms and conditions of maintenance, if any, and provide the Director with a copy of the notice and the new owners acknowledgment of receipt.

SECTION 205.142. PROCEDURES AND REQUIREMENTS FOR DECLARING DOGS TO BE DANGEROUS AND FOR HANDLING SUCH DOGS AFTER BITE INCIDENTS.

A. Whenever the Director learns that a dog has bitten a human being or another domestic animal, the Director shall record the incident and determine whether the Division has records of prior incidents in which the dog in question has bitten human beings or domestic animals. The Director may consider information that the dog in question has bitten human beings or domestic animals in other Cities or Counties when that information is received in writing from the individual(s) responsible for animal control in that City or County.

B. If the Director finds no records of such prior incidents, and the Director determines that the bite was a provoked attack in which a human being or domestic animal has been injured and required medical care from a physician or veterinarian or was an unprovoked attack in which a human being or domestic animal was not injured and did not require medical care, the Director shall give the dog's owner an educational packet prepared by the Division stating the Division's procedures in bite cases and the Division's recommendations for animal care and for handling dogs that have bitten. If the Director determines that the bite was an unprovoked attack in which a human being or domestic animal has been injured and required medical care from a physician or veterinarian, the Director may, after considering all mitigating factors, declare the animal a dangerous dog and may utilize the procedures set out in Section 205.145. The Director's determination that the animal is a dangerous dog may be based on information that the dog in question has been declared a dangerous dog in another City or County when that information is received in writing from the individual(s) responsible for animal control in that City or County and when the criteria for determining the animal a dangerous dog in that City or County are substantially similar to the criteria set forth herein.

C. Regardless of whether the attack is provoked or unprovoked, where a bite occurred on the property of the owner of the dog under review, the Director may consider, as a mitigating factor in his/her decision whether to declare a dog to be dangerous, that the victim of the bite is an animal which intruded onto those premises. Where the victim of a bite which occurs on the premises of the owner is a human, the Director may only consider a provoked bite as a mitigating factor in his decision whether to declare a dog to be dangerous.

D. If the Director finds any record of one (1) such prior incident, including any one (1) such prior incident in another City or County, the Director shall:

1. Determine whether to declare the dog in question a dangerous dog after considering any or all of the following factors:
 - a. Whether the dog has killed a domestic animal, livestock or poultry without provocation while off the owner's property;
 - b. Whether the dog's owner owns or harbors the dog primarily or in part for the purpose of dog fighting, or has trained the dog for dog fighting;

- c. Whether the dog has bitten a human being or domestic animal without provocation and off the premises of the dog's owner regardless of whether medical care was required;
 - d. Whether the dog, while on the owner's premises, has bitten without provocation a human being other than the dog's owner, or a member of that owner's family normally residing where the dog is harbored;
 - e. Whether the dog, when unprovoked, has chased or approached a human being off the premises of the dog's owner and in a menacing fashion or apparent attitudes of attack, regardless of whether the human being is injured by the dog;
 - f. Whether the dog has a known propensity, tendency or disposition to make unprovoked attacks, to cause injury, or to otherwise threaten the safety of human beings or domestic animals;
 - g. Whether the dog can be effectively trained or retrained to change its temperament or behavior;
 - h. Whether the owner maintains the dog to promote its aggressive tendencies or responses;
 - i. Any other relevant evidence concerning the maintenance of the dog; and
 - j. Any other relevant evidence regarding the ability of the owner to protect the public safety in the future if the dog is permitted to remain in the City.
- 2. Impound any dog determined to be a dangerous dog at a designated kennel as provided in Section 205.140(A) of this Chapter; and
 - 3. Spay or neuter any dog determined to be dangerous while that dog is impounded.
- E. If the Director receives a report that a dog, when unprovoked, has chased or approached a human being or domestic animal while at large and off the premises of the dog's owner and confronted that person in a menacing fashion or apparent attitude of attack, regardless of whether the human being or domestic animal is injured by the dog, the Director shall give the dog's owner an educational packet prepared by the Division concerning dangerous dogs. The Director shall record the incident in the Division's records and that incident may be taken into account in determining whether the dog is a dangerous dog should there be any subsequent bite of a human or domestic animal. The Director may consider information that a dog has, when unprovoked, chased or menaced a human being in another City or County, when that information is received in writing from the individual(s) responsible for animal control in that City or County, in determining whether to provide educational information to the dog's owner. The Director may record such information from another City or County into the Division's records and may consider such information in determining whether the dog is a dangerous dog should there be any subsequent bite of a human being or domestic animal.
- F. If the Director finds records of two (2) or more prior incidents in which a dog has bitten a human being or a domestic animal, including incidents occurring in another City or County, where that information is received in writing from the individual(s) responsible for animal control in that City or County, the Director shall:
- 1. Declare the dog a dangerous dog;
 - 2. Impound the dog at a designated kennel as provided in Section 205.140(A) of this Chapter; and
 - 3. At the end of the dog's impoundment as provided above, cause the dog to be humanely euthanized pursuant to Section 205.145.

SECTION 205.145. CONTROL AND EUTHANASIA OF DANGEROUS DOGS.

- A. If the Director declares that a dog that has bitten a human being or a domestic animal is dangerous, the Director shall dispose of the dog as follows:
1. If the Director finds that the dog made a severe or fatal attack upon a human being or domestic animal, the Director shall cause the dog to be humanely euthanized as set out in Subsection (C) herein.
 2. If the Director finds that the dog had been provoked to make a severe or fatal attack upon a human being or domestic animal, the Director shall either cause the dog to be humanely destroyed or return the dog to its owner subject to the owner's written agreement to control the dog as provided in Section 205.145(B) below. The agreement may include a provision that if the animal attacks again, it shall be humanely euthanized.
 3. The Director has discretion to dispose of all other dogs declared to be dangerous either by causing them to be humanely euthanized or returned to its owner subject to the restrictions as provided in Section 205.145(B) below, after giving notice and an opportunity to be heard to the dog's owner as provided in Section 205.145(C) below.
- B. Before the Director returns a dangerous dog to its owner, the Director shall secure that owner's written agreement to control the dog as provided herein.
1. Any dangerous dog shall wear at all times a bright collar with the words "Dangerous Dog" embroidered or stamped on the collar so the dog can readily be identified as a dangerous dog.
 2. The owner of the dangerous dog shall notify the Division immediately if the dog is loose or missing or has attacked another animal or human being.
 3. The owner of the dangerous dog shall notify the Division within twenty-four (24) hours if the dog has died or has been sold or given away to a new owner. The owner transferring custody to a new owner shall comply with the notice provisions of Section 205.141(C). If the dog has been sold or given away, the owner shall provide the Division with the name, address and telephone number of the new owner. The new owner, if the animal is kept within St. Charles County, must comply with the requirements in this Chapter for keeping a dangerous animal.
 4. While on its owner's property, a dangerous dog must be securely confined indoors or in a securely enclosed and locked pen or structure, suitable to prevent the animal from escaping. Such a pen or structure must have a minimum dimension of five (5) feet by ten (10) feet, must have strong, secure sides and a secure top. If it has no bottom secured to the sides, the sides must be embedded into the ground no less than twelve (12) inches. The enclosure must also provide adequate shelter, as defined by this Chapter. The enclosure, when occupied by a dangerous dog, shall not be occupied by any other animal, unless the dangerous dog is a female with young under three (3) months of age, in which case the young may occupy the same enclosure as the mother.
 5. No dangerous dog may be kept in any area of the owner's property that would allow the dog to exit easily (i.e. behind screen doors or windows), nor may any dangerous dog be chained without a physical barrier to prevent contact with other animals or people or the escape of the dog.
 6. A sign indicating the presence of a dangerous dog shall be present at and large enough to read from any public thoroughfare from which the property is entered and the owner of the dog shall post a notice conspicuously visible to the public at each entrance

to the premises and on each side of the dog's enclosure, if any, reading in letters not less than two (2) inches high "DANGEROUS DOG - BEWARE". A sign with a picture of a growling dog shall also be displayed at all places where the notice of dangerous dog is posted. The sign available from the Division shall be deemed to meet this requirement. Any alternate sign shall be approved in advance, in writing, by the Director and a copy of the approved sign shall be maintained in the Division's file on the dog.

7. A dangerous dog may be off the owner's premises only if it is securely muzzled with a humane muzzle and on a strong leash no more than four (4) feet long and under the control of the owner.

8. The owner of a dangerous dog shall present to the Division proof that the owner has procured primary liability insurance or a surety bond to include bodily injury and property damage in the amount of at least three hundred thousand dollars (\$300,000.00). Such insurance or surety bond shall be for an initial period of twelve (12) months and must be continuously renewed without a break in coverage for as long as the dangerous dog lives or is kept in St. Charles County. The insurance or bond shall be payable to any person injured by the dangerous dog. This policy or bond shall contain a provision requiring the County to be notified by the issuing company at least ten (10) working days prior to any cancellation, termination or expiration of the policy.

9. All owners of dangerous dogs must, within ten (10) days of such declaration, provide the Division with two (2) sets of color photographs of the dangerous dog, one (1) of each side and showing the color and approximate size of the dog. The owners shall, in addition to any information required by Section 205.141, provide the following information: The dog's name or names and the name, address and phone number of the dog's veterinarian.

10. All owners of dangerous dogs must, within ten (10) days of such declaration, have the dog spayed or neutered and must provide evidence of such spaying or neutering from a duly licensed veterinarian.

11. Any dog not controlled as provided in this Subsection 205.145(B) shall be subject to immediate seizure and impoundment for a minimum of ten (10) days or for the time necessary for the owner to comply with this Subsection, whichever is larger.

C. The Director shall give owners of dogs declared to be dangerous notice of the Director's declaration and intended disposition of the dog, as provided herein.

1. Notice of declaration of dangerous dog and of disposition. Immediately upon determining that a dog is dangerous, and at least ten (10) days prior to any humane euthanasia of any such dog, the Division shall notify the dog's owner, if known, if the owner is unknown or unable to be contacted, of the declaration and of any scheduled euthanasia. The notice shall state the owner's right to request a hearing before the Director of the Department of Public Health of St. Charles County of any determination made by the Director by submitting a written request for hearing to the Director of the Department of Public Health of St. Charles County within five (5) days of receiving the aforesaid notice.

2. Hearing. Upon timely receipt of the written request submitted pursuant to Subsection 205.145(C)(1), above, the Director of the Department of Public Health of St. Charles County shall schedule a hearing at which all interested parties may be heard, including the owner, individuals possessing knowledge of the characteristics of the dog in question, and any other individuals who may come into contact with the dog if it is not

destroyed. After all parties have been heard, the Director of the Department of Public Health of St. Charles County shall make the final determinations as to whether a dog is a dangerous dog and what its disposition shall be under the provisions of this Chapter. The Director of the Department of Public Health's determination and decision is final for all purposes, and there shall be no further administrative relief available.

- D. The Director may declare a dog to be dangerous because of its prior acts even after its owner has removed it from the City. Such a dog may not be returned to the City.
- E. Should the Director receive from any court of competent jurisdiction a stay of an order of euthanasia on a dog, the dog shall remain impounded in the County animal facility until the court has issued its final order.

SECTION 205.147. DECLARATION OF ANIMALS HABITUALLY AT LARGE.

- A. The Director may, after reviewing all the circumstances surrounding the apprehension of an animal found running at large for the third time or more, off the premises of the owner, custodian, or anyone having care, custody or control of that animal, determine that the animal is abandoned and declare the animal available to the public for adoption.
- B. If the animal is so declared, the owner shall be notified by registered mail, return receipt requested or by personal delivery, and unless an appeal is filed by the owner within five (5) business days, the animal shall be made available for adoption.
- C. Upon timely receipt of the written request submitted by the owner for a hearing to contest the issue of habitually being at large the Director of the Department of Public Health of St. Charles County shall schedule a hearing at which all interested parties may be heard, concerning whether the animal is habitually left at large. After all parties have been heard, the Director of the Department of Public Health shall make the final determination as to whether an animal is habitually at large. A determination that the animal is habitually at large shall be made in all cases in which the animal is habitually running at large off the property of the owner, custodian, or anyone having care, custody, or control of the animal. The Director of the Department of Public Health's determination and decision is final for all purposes, and there shall be no further administrative relief available.
- D. In the case of any animal declared habitually at large where the Director of the Department of Public Health upheld that determination, the animal may be adopted, or, if the animal is sick or not suitable for adoption, may be euthanized as allowed by ordinance.
- E. This Section shall not apply to any dog or cat known to be feral.

SECTION 205.150. REDEMPTION OF ANIMALS INFECTED BY RABIES.

- A. Any animal captured or impounded under the provisions of this Chapter, determined not to be infected with rabies, may be redeemed by the owner or other person having the right of possession of such animal upon the presentation of proper vaccination certificate and upon the payment to the Division of:
 - 1. An impoundment registration fee as authorized by this Chapter to be charged when any animal is impounded.
 - 2. A daily boarding fee as authorized by this Chapter to be charged for sheltering and feeding impounded animals.

3. All other expenses incurred by the County in impounding in the manner provided herein.

ARTICLE IV. KENNEL REGISTRATION FOR BOARDING OR BREEDING KENNELS, PET SHOPS, DEALERS AND GROOMING SHOPS OR PARLORS

SECTION 205.160. KENNEL REGISTRATION REQUIRED.

It is unlawful for any person to keep or maintain a boarding or breeding kennel, pet shop, grooming shop, or dealership in the City without first obtaining a valid registration and maintaining a valid registration therefor from the Division. The County Council shall set a fee and, if required by any applicable provision of law, the voters shall approve that fee, for such kennel registration. That fee shall be assessed not upon individual animals but upon the owner or keeper of a boarding or breeding kennel, pet shop, grooming shop, or dealership. Each registration and certificate of inspection issued pursuant to this Article shall be conspicuously displayed at the establishment to which such registration and certificate were issued. The registration shall be dated and numbered and shall bear the name of St. Charles County, Missouri, and the name and address of the owner or keeper of the establishment, and the expiration date of the registration. The registration shall run for a period of one (1) year from the date of purchase.

SECTION 205.170. KENNEL REGISTRATION — INFORMATION REQUIRED.

A. *Zoning Compliance.* The applicant for an original kennel registration shall present to the Director a written statement from the City that the establishment of a kennel at the proposed site is not in violation of the City's zoning ordinances or is permissible either as a legal non-conforming use or under a conditional use permit.

B. *Health Inspection.* Before a boarding or breeding kennel, pet shop, grooming shop, or dealership registration may be issued by the Division of St. Charles County, the Division must issue a certificate of inspection showing that said boarding and breeding kennel, pet shop, grooming shop and dealership is in compliance with Sections 205.180, 205.190, 205.200 or 205.210 of this Chapter.

SECTION 205.180. BOARDING AND BREEDING KENNELS, PET SHOPS, GROOMING SHOPS AND DEALERSHIPS — INSPECTION.

A. *Inspection.* It shall be the duty of the Division to make or cause to be made such inspections as may be necessary to insure compliance with Sections 205.190, 205.200 or 205.210 of this Chapter. The owner or keeper of a boarding or breeding kennel, pet shop, grooming shop or dealership shall admit to the premises for the purpose of making an inspection, any officer, agent, or employee of the Division at any reasonable time that admission is requested.

B. *Unlawful.* It shall be unlawful to keep, use or maintain within the City any boarding or breeding kennel, pet shop, grooming shop, or dealership that is unsanitary, detrimental to public health and/or safety, or not in compliance with this Article,

Sections 205.190, 205.200, 205.210 or 205.220 of this Chapter. Such unlawful conditions may be cause for revocation or denial of a kennel registration.

SECTION 205.190. CONDITIONS — GENERAL.

A. Boarding or breeding kennels, pet shops and dealerships shall meet the following conditions:

1. Housing facilities shall be provided the animals and such shall be structurally sound and shall be maintained in good repair; shall be designed so as to protect the animals from injury; shall contain the animals; and shall restrict the entrance of other animals.
2. Suitable food and bedding shall be provided and stored in facilities adequate to provide protection against infestation or contamination by insects or rodents. Refrigeration shall be provided for the protection of perishable foods.
3. Provision shall be made for the removal and disposal of animal and food wastes, bedding, dead animals, and debris. Disposal facilities shall be maintained in a sanitary condition, free from the infestation or contamination of insects or rodents or disease, and from obnoxious or foul odors.
4. Water must be conveniently available for cleaning purposes.
5. Sick animals shall be separated from those appearing healthy and normal and, if for sale, shall be removed from display and sale. Sick animals shall be kept in isolation quarters with adequate ventilation to keep from contaminating well animals.
6. There shall be an employee or owner on duty at all times during hours any store is open whose responsibility shall be the care and welfare of the animals in that shop or department held for sale or display.
7. An employee or owner shall come in to feed, water and do the necessary cleaning of animals and birds on days the store or shop is closed.
8. No person, persons, association, firm or corporation shall knowingly sell a sick or injured dog, cat or other small animal.
9. No person, persons, association, firm or corporation shall misrepresent a dog, cat or other small animal to a consumer in any way.

SECTION 205.200. FACILITIES.

A. Boarding or breeding kennels, pet shops, and dealerships shall:

1. Be constructed to provide shelter from excessive sunlight, rain, snow, wind, or other elements. In addition, such facilities shall be constructed to provide sufficient space for the proper exercise and movement of each animal contained therein.
2. Be constructed to provide drainage to prevent the accumulation of water, mud, debris, excreta, or other materials and shall be designed to facilitate the removal of animal and food wastes.
3. Be constructed with adequate walls or secure fences to contain the animals kept therein and to prevent entrance of other animals.

SECTION 205.210. CONDITIONS — GROOMING PARLORS.

Grooming parlors shall:

1. Provide such restraining straps for the animal while it is being groomed so that such animal shall neither fall nor be hanged.
2. Not leave animals unattended before a dryer.
3. Not prescribe or administer treatment or medicine that is the province of a licensed veterinarian.
4. Not put more than one (1) animal in each cage.
5. Provide for the removal and disposal of animal and food wastes, bedding, and debris. Disposal facilities shall be maintained in a sanitary condition, free from the infestation or contamination of insects or rodents or disease, and from obnoxious or foul odors.

ARTICLE V. ADDITIONAL SERVICES PROVIDED BY THE DIVISION OF HUMANE SERVICES

SECTION 205.220. ADDITIONAL SERVICES PROVIDED.

A. In addition to the services required by this Chapter, the Division is authorized to perform the following services upon request:

1. Taking possession of animals unwanted by their owners and brought by them to the Division;
2. Putting up for adoption unwanted animals brought to the Division by residents of the City;
3. Euthanizing animals;
4. Disposing of euthanized animals;
5. Impounding, apprehending, catching, trapping, netting, tranquilizing or treating any animal not subject to this Chapter, during or after normal business hours of the Division.

SECTION 205.225. FERAL CAT PROGRAM.

A. Feral cat programs shall consist of any program that provides spay/neuter services and education for and related to only feral and community cats. Such programs shall:

1. Provide low-cost or free sterilization for feral and community cats weighing more than two (2) pounds who are at least eight (8) weeks of age;
2. Not provide sterilization services for pet cats or pet kittens;
3. Ear tip all feral and community cats for which it provides services;
4. Vaccinate all feral and community cats for FVRCP and rabies; and
5. Provide educational materials and trainings on the subject of feral and community cats.

SECTION 205.230. RECOVERY OF COSTS FOR SERVICES AUTHORIZED.

The Division is authorized to recover the costs of performing the services authorized by this Article, set forth in Section 205.240.

SECTION 205.235. ANIMALS APPREHENDED RUNNING AT LARGE — MANDATORY VACCINATION.

Any animal which is apprehended running at large may not be released to the owner-claimant without proof that the animal has been vaccinated against rabies and proof that the animal has received a microchip as required by Section 205.141. Any animal for which such proof is lacking shall be vaccinated for rabies prior to release from impoundment, or, in the alternative, the owner-claimant may present a receipt from a duly licensed Missouri veterinarian showing payment in full for a rabies vaccination.

ARTICLE VI. FEES, PENALTIES AND ENFORCEMENT

SECTION 205.240. FEES.

A. The Division shall charge fees for services required or requested pursuant to this Chapter as follows:

Rabies Vaccination Registration-Altered	\$5.00
Rabies Vaccination Registration-Unaltered	\$10.00
Rabies Vouchers:	
Altered	\$27.00
Unaltered	\$30.00
Vaccination	\$5.00
Administration Fee	\$10.00
Administration Fee Multiples of 5 or more animals	\$30.00
Kennel Boarding (Daily Fee)	\$10.00
Medical Treatment Fee	\$25.00
Adoption Fee:	
All Dogs, Cats, & Parrots	\$60.00
Pocket Pets	\$5.00
Cockatiels/Parakeets/Canaries	\$10.00
Rabbits & Ferrets Altered by PAC	\$30.00
Rabbits & Ferrets already Altered	\$10.00
Lizards/snakes	\$20.00
Rescue Adoption	\$30.00
Kennel Registration	\$50.00
Grooming Fee (Flea or Tick Treatment)	\$25.00
Relinquished Animals	\$20.00
Euthanasia	\$45.00
Microchips	\$10.00
Trap Deposit:	

Cat	\$40.00
Dog	\$100.00
Cat Carrier	\$5.00
Leash	\$1.00
No-Jump Harness	\$15.00
Disposal of Euthanized/Dead Animals	\$20.00
Transport of privately owned animals	\$40.00
Service Fee for wild animal removal	\$40.00
Home quarantine monitoring fee	\$40.00
Pickup of wild animals:	
During business hours	\$40.00
After Hours	\$100.00
Portable Coral Set Up Fee	\$150.00
Necropsy	\$100.00
Diagnostic Testing	Actual Costs

B. The Division shall charge fees, based upon their actual expenses, not to exceed the fee schedule herein set out, required or requested pursuant to this Chapter by instituting an "Impound Fee" with a fee schedule as follows:

	Running At Large Registered/Vaccinated Fees
1st Offense	\$20.00
2nd Offense	\$35.00
3rd Offense	\$50.00
4th Offense and additional offenses (per offense)	\$100.00

	Running At Large Not Registered/Vaccinated Fees
1st Offense	\$25.00
2nd Offense	\$50.00
3rd Offense and additional offenses (per offense)	\$100.00

C. In addition to the fees listed in Section 205.240, the Division shall charge for its expenses in impounding, apprehending, catching, trapping, netting, tranquilizing or treating any animal not subject to this Chapter.

D. The Director may waive or modify a fee if they determine waiver or modification of such fee to be appropriate.

SECTION 205.250. PENALTIES.

Unless otherwise set out in this Code, a violation of any provision of this Chapter is an ordinance violation punishable by a fine of not more than five hundred dollars (\$500.00), or by imprisonment in for a term not to exceed ninety (90) days, or by both fine and imprisonment. A separate offense shall be deemed committed on each day a violation occurs or continues.

SECTION 205.260. ENFORCEMENT.

Enforcement of this Chapter shall be the responsibility of the Department of Public Health and all legal shall be the responsibility of the St. Charles County Counselor.

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

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

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

Read two times, passed, and approved this _____ day of _____, 2016.

As Presiding Officer and as Mayor

Attest:

City Clerk

Approved this _____ day of _____, 2016.

Mayor

Attest:

City Clerk

BILL NO. 16- 10

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE,
MISSOURI, PROVIDING FOR THE APPROVAL OF A PUD
AREA PLAN FOR THE APPROXIMATE 15.79 ACRES OF
LAND KNOW AS "CORAMARIE'S MARKETPLACE, PUD
AREA PLAN"**

WHEREAS, an application was submitted by Gary H. Feder, Husch Blackwell LLP, Attorney for the Applicant/Property Owner Cora Bopp Family Limited Partnership for the approval of an Area Plan for the development of a certain tract of land more particularly described in **Exhibit A** attached hereto (the "Property") and located within the C-2, General Commercial Zoning District; and

WHEREAS, the Planning and Zoning Commission of the City did consider the proposed Area Plan and recommended approval of said Area Plan provided that all exceptions or issues raised by the City Engineer in his letter to the Applicant/Property Owner dated February 26, 2016 are resolved; and provided further that any land needed for the widening of Feise Road or Bryan Road adjacent to the Property be land of the Applicant/Property Owner; and provided that the recommended approval did not include the building elevations pictured in the Applicant/Property Owner's submission.

WHEREAS, the Board of Aldermen and the Planning and Zoning Commission did hold Public Hearings on the proposed Area Plan approval; and

WHEREAS, at such Public Hearings all persons-in-interest and other citizens were given an opportunity to be heard on the proposed Area Plan approval;

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

SECTION 1. That upon review, first before the Planning and Zoning Commission and then the Board of Aldermen of the City of Dardenne Prairie, the Board of Aldermen does hereby approve the P.U.D. Area Plan for the Property submitted by Applicant and prepared by Volz Incorporated dated February 19, 2016, referencing Volz Job number 11313-0, revised as of March 16, 2016, which plan is on file in the Office of the City Clerk, and incorporated by reference herein (the "Area Plan"), subject to the Applicant and Property Owner's compliance with all of the conditions herein as well as those reflected on the approved Area Plan.

SECTION 2. Conditions of Issuance.

1. Applicant/Property Owner, having to the best of its knowledge provided City with all information required by the appropriate sections of the Zoning Ordinance pertaining to a C-2, General Commercial Zoning District, and agrees that any information inadvertently omitted will

be provided upon request, as soon as it may reasonably be obtained.

2. Applicant/Property Owner (or its successors in interest) agree that all improvements shall be constructed to meet all applicable state and local codes and shall comply with all of the City's applicable Ordinances and street construction standards.

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

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

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

Read two times, passed, and approved this _____ day of _____, 2016.

As Presiding Officer and as Mayor

Attest:

City Clerk

Approved this _____ day of _____, 2016.

Mayor

Attest:

City Clerk

"Exhibit A"

A tract of land being part of Section 1, Township 46 North – Range 2 East, St. Charles County, Missouri and being more particularly described as:

Commencing at the intersection of the South line of "Bryan Meadows Subdivision", a subdivision according to the plat thereof recorded in Plat Book 9 page 19 of the St. Charles County records, with the West line of Bryan Road, 100 feet wide, as widened by deed recorded in Book 1884 page 71 of the St. Charles County records; thence Southwardly along the West line of Bryan Road, 100 feet wide, South 01 degree 42 minutes 05 seconds West 946.04 feet to the actual point of beginning of the tract herein described; thence continuing along said West line of Bryan Road, 100 feet wide, as widened by said Book 1884 page 71 and Book 1884 page 69 of the St. Charles County record, South 01 degrees 42, minutes 05 seconds West 740.97 feet and South 01 degree 14 minutes 27 seconds West 247.69 feet and along a curve to the right whose radius point bears North 88 degrees 45 minutes 33 seconds West 35.00 feet from the last mentioned point, a distance of 54.66 feet to a point in the North line of Feise Road, varying width, as widened by the aforesaid Book 1884 page page 69 of the St. Charles County records; thence Westwardly along said North line of Feise Road, as widened, North 89 degrees 17 minutes 03 seconds West 339.65 feet to the Northwest corner of said widening; thence Southwardly along the West line of said widening, South 01 degree 05 minutes 49 seconds West 26.73 feet to a point in the North line of Feise Road, 60 feet wide, said point being 20.00 feet perpendicularly distant North of the centerline; thence Westwardly along said North line of Feise Road, 60 feet wide, being 20.00 feet perpendicularly distant North of and parallel to the centerline, North 88 degrees 57 minutes 51 seconds West 598.64 feet to point; thence leaving said North line North 28 degrees 20 minutes 51 seconds East 183.68 feet to a point; thence North 35 degrees 04 minutes 58 seconds East 226.25 feet to a point; thence North 08 degrees 00 minutes 18 seconds East 72.90 feet to a point; thence North 17 degrees 01 minutes 41 seconds East 174.23 feet to a point; thence North 19 degrees 56 minutes 15 seconds East 80.10 feet to a point; thence South 73 degrees 54 minutes 53 seconds East 31.64 feet to a point; thence North 23 degrees 22 minutes 09 seconds East 20.79 feet to a point; thence North 80 degrees 50 minutes 45 seconds East 61.60 feet to a point; thence North 43 degrees 02 minutes 04 seconds East 262.37 feet to a point; thence North 40 degrees 16 minutes 36 seconds East 47.74 feet to a point; thence North 30 degrees 26 minutes 23 seconds East 47.66 feet to a point; thence North 65 degrees 18 minutes 20 seconds East 70.16 feet to a point; thence North 85 degrees 22 minutes 25 seconds East 48.48 feet to a point; thence North 66 degrees 53 minutes 38 seconds East 84.36 feet to a point; thence North 86 degrees 16 minutes 31 seconds East 71.04 feet to a point; thence North 82 degrees 44 minutes 32 seconds East 102.48 feet to to the point of beginning and containing 15.790 acres according to a survey by Volz Incorporated.

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